

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

IN THE MATTER OF THE BANKRUPTCY OF
CREATIVE WEALTH MEDIA FINANCE CORP.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

**FACTUM OF CREATIVE WEALTH MEDIA LENDING INC. AND ITS
RELATED LIMITED PARTNERSHIPS**

March 5, 2024

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PART I: OVERVIEW

1. Creative Wealth Media Lending Inc. ("Lending") arranges financing for producers and distributors of motion picture, television, and animated productions. It represents a single Canadian institutional pension fund investor whose investments in productions are structured primarily through limited partnerships whose general partner functions are administered by Lending.¹

2. A number of businesses, including Lending, its limited partnerships and Creative Wealth Media Finance Corp. ("Finance"), carry on business out of Suite 700, 151 Bloor Street West, Toronto ("151 Bloor"). Lending and Finance are separate corporations with separate management.² Except for Epic Media, the paper and digital records of all businesses and entities operating at 151 Bloor, including Finance and Lending, are substantially intermingled.

3. On January 31, 2024, counsel for Finance's trustee in bankruptcy, TDB Restructuring Limited (the "Trustee"), and a representee of the Trustee attended at 151 Bloor, asking to make copies of all electronic books and records on or accessible through 151 Bloor. In response, Lending's General Counsel advised that the records were intermingled, and that Lending's records included privileged and confidential communications.

4. On February 23, 2024, the Trustee moved *ex parte* before Justice Wilton-Siegel for an order entitling the Trustee to (i) "take possession" of Finance's books and records regardless of whether the books and records "are intermingled with the books and records of [Lending] and/or other entities operating" at 151 Bloor and (ii) to segregate Finance's records from the records of Lending and the other entities with the Court's assistance.

5. His Honour ultimately granted an order requiring (i) Lending and others with notice of the

¹ Affidavit of Richard McConnell sworn February 29, 2024 ("McConnell Affidavit"), paras. 4-5.

² McConnell Affidavit, paras. 6-7.

order to preserve documents relating to Finance's business and (ii) for the balance of the relief sought on the motion to be returnable at a later date.

6. Rule 39.01(6) of the *Rules of Civil Procedure* provides that where a motion is made without notice, the moving party shall make full and fair disclosure of all material facts. Failure to do so is in itself sufficient ground for setting aside any order obtained on the motion.

7. The Trustee failed to discharge this duty. It misdescribed the case law relied upon in support of its motion, and failed to disclose that Lending – whose documents the Trustee sought to review – was adverse in interest to Finance in two live matters.

8. The relief sought on the motion, if granted, would have entitled the Trustee to take possession of records, including privileged records, belonging to Lending, its limited partnerships, and other entities, that do not relate to Finance's business.

9. The order of Justice Wilton-Siegel should be set aside and the Trustee's motion dismissed.

PART II: SUMMARY OF FACTS

A. 151 Bloor Street is Shared by Several Entities

10. 151 Bloor is shared by Lending, its limited partnerships, Finance, and several other businesses.³ 151 Bloor does not house extensive paper records. The businesses that share 151 Bloor have generated extensive digital records and communications, including email, all of which is housed on a common network system with some common cloud storage. Except for Epic Media, the paper and digital records of all of the businesses and entities at 151 Bloor are substantially

³ McConnell Affidavit, para. 8.

intermingled.⁴

B. Lending and Finance are Adverse in Interest

11. As was known to the Trustee and Trustee's counsel when the *ex parte* motion was brought:

- (a) Creative Wealth Media Lending Limited Partnership ("Creative Wealth Media Lending LP"), one of Lending's limited partnerships, is listed (described as Creative Wealth Media Lending LP) in Finance's notice of bankruptcy as a creditor of Finance,⁵ as Lending's institutional pension fund investor invested through Creative Wealth Media Lending Limited Partnership in several Finance-led film and television projects that have failed;⁶
- (b) Finance and one of Lending's limited partnerships, Creative Wealth Media Lending LP 2016 ("LP 2016") made competing bids in the SISP of Bron Media Corp. ("Bron") in Bron's proceeding under the *Companies' Creditors Arrangement Act* ("CCAA"). Finance subsequently did not proceed in the Bron SISP;⁷
- (c) the Bron CCAA proceeding is known to the Trustee and to Trustee's counsel, as it is described in the Affidavit of Arif Dhanani sworn February 21, 2024 (the "Dhanani Affidavit"), and reasons dated November 29, 2023 in the Bron CCAA proceeding are attached to the Dhanani Affidavit.⁸ The Trustee and Trustee's counsel are also aware from the Bron CCAA proceeding that LP 2016 is

⁴ McConnell Affidavit, para. 9-10.

⁵ Exhibit "E" to the Affidavit of Arif Dhanani, sworn February 21, 2024 ("Dhanani Affidavit"), Notice of Bankruptcy and Statement of Affairs, Amended Motion Record of the Trustee ("Amended Trustee MR"), Tab 2E.

⁶ McConnell Affidavit, para. 11(a).

⁷ McConnell Affidavit, para. 11(b)-(d).

⁸ Dhanani Affidavit, para. 32, Amended Trustee MR, Tab 2; Exhibit "V" to the Dhanani Affidavit, Reasons for Judgment by Justice Gomery in Bron Media Corp (Re), Amended Trustee MR, Tab 2V.

represented by Bennett Jones LLP;⁹ and

- (d) at the January 17, 2024 hearing at which LP 2016's bid in the Bron SISP was approved, Bryan Tannenbaum ("Tannenbaum") and Dhanani appeared for the Trustee, and Tannenbaum made submissions in opposition to LP 2016's bid.¹⁰

12. Lending's acquisition through the Bron SISP remains pending, and was pending when the Trustee moved *ex parte* to access and review the books and records of Lending and its limited partnerships, including Lending's privileged communications.¹¹

C. The Trustee and its Counsel attend at 151 Bloor on January 31, 2024

13. On January 31, 2024, Lending's General Counsel, attended at 151 Bloor along with counsel for the Trustee, a representee of the Trustee, and counsel for Jason Cloth.¹²

14. Upon learning that the Trustee wanted to make copies of all electronic books and records on or accessible through 151 Bloor, Lending's General Counsel advised the Trustee and Trustee's counsel that: (i) Finance shared premises with other entities, including Lending and its limited partnerships; (ii) the books and records on the premises were intermingled; and (iii) Lending's records included privileged and confidential communications.¹³

15. For these reasons, Lending's General Counsel refused to allow the Trustee access to the commingled books and records at 151 Bloor, and advised that he needed to consult external

⁹ McConnell Affidavit, para. 11(e).

¹⁰ McConnell Affidavit, para. 11(f); Exhibit "A" to the McConnell Affidavit.

¹¹ McConnell Affidavit, paras. 10-12.

¹² McConnell Affidavit, para. 14.

¹³ McConnell Affidavit, paras. 15-16.

counsel.¹⁴

D. The Trustee's *Ex Parte* Motion and the Draft Order

16. On February 23, 2024, the Trustee brought its motion on an *ex parte* basis.

17. The draft order sought would have entitled the Trustee to "take possession" of all books and records relating to the business or affairs of Finance, including all "online cloud services, computer programs, computer tapes, computer disks, or other data storage media containing any such information", regardless of whether the books and records "are intermingled with the books and records of [Lending] and/or other entities operating" at 151 Bloor.¹⁵

18. The Trustee would therefore take possession of records belonging to Lending and other entities operating at 151 Bloor that are unrelated to the business of Finance and that include privileged and confidential communications of Lending and its limited partnerships, some of which relate to matters in which Lending and Finance are adverse in interest.

19. Instead of permitting a third party other than the Trustee to take possession of the records and segregate Finance's books and records from the intermingled records before producing the documents to the Trustee, the Trustee's draft order contemplates that the Trustee will perform this segregation.¹⁶

E. The Wilton-Siegel Order

20. Justice Wilton-Siegel ultimately granted only a portion of the relief requested.¹⁷ Even though Justice Wilton-Siegel's order expressly bound Lending and its limited partnerships, the

¹⁴ McConnell Affidavit, para. 16.

¹⁵ Draft Order, para. 2, Schedule "A" to Notice of Motion, Amended Trustee MR, Tab 1.

¹⁶ Draft Order, paras. 6-7, Schedule "A" to Notice of Motion, Amended Trustee MR, Tab 1.

¹⁷ Order of Justice Wilton-Siegel, dated February 23, 2024, para. 1.

Trustee failed to provide Lending, its limited partnerships, or Bennett Jones with notice of the motion, or a copy of the order made *ex parte* on February 23, 2024.¹⁸

PART III: ISSUES, LAW & ARGUMENT

21. The issues on this motion are:

- (a) Whether the order of Justice Wilton-Siegel should be set aside; and
- (b) Whether the motion for production of documents should be granted.

A. The Trustee Failed to Comply with the Duty of Full and Fair Disclosure

22. There is both a common law duty and a duty under Rule 39.01(6), to "make full and fair disclosure of all material facts" on a motion made without notice.¹⁹

23. The moving party "must state its own case fairly and must inform the Court of any points of facts or law known to it which favour the other side."²⁰ The duty applies to all facts known to the moving party that "might reasonably affect the outcome of the motion."²¹

24. While failure to comply with the duty of full and fair disclosure on an *ex parte* motion does not require that an order be set aside, it is "in itself sufficient ground for setting aside any order obtained on the motion."²² It is not necessary for the court to have been deliberately misled before an order is set aside.²³

¹⁸ McConnell Affidavit, para. 18.

¹⁹ *Haventree Bank v Lording*, [2023 ONSC 2144](#), paras. 4-5 [*Haventree*] citing *Misir v Misir*, [2017 ONCA 675](#), para. 17, leave to appeal to the SCC ref'd, [2018 CanLII 99649](#) [*Misir*]; *Rules*, r. [39.01\(6\)](#).

²⁰ *United States v Friedland*, [1996] OJ No 4399 (Gen Div), para. 27 [*Friedland*] cited in *Persaud v Ramawad*, [2021 ONSC 5888](#), para. 61.

²¹ *Dhaliwal v 2581576 Ontario*, [2021 ONSC 8247](#), para. 36 citing *Fox v Fox*, [2014 ONSC 1135](#) (Div Ct), para. 12.

²² *Haventree*, para. 5 citing *Misir*, para. 17.

²³ *Haventree*, paras. 4-5 citing *Misir*, para. 17; *Rules*, r. [39.01\(6\)](#).

25. As set out more fully below, the Trustee failed to comply with its common law and statutory duty to make full disclosure by misstating the relevant law and failing to disclose material facts. For this reason, the order of Justice Wilton-Siegel should be set aside.

1. The Trustee Misrepresented the Relevant Law

26. In its factum, the Trustee acknowledged that "[n]either s. 164, or s. 189(1) of the *BIA* entitles [the Trustee] to seize the documents or property of a third party."²⁴

27. Notwithstanding that, the Trustee took the position that it should be entitled to access and take possession of the intermingled records of Lending, its limited partnerships, and entities other than Finance operating at 151 Bloor, without any prior segregation of Finance's documents by a neutral third party.

28. In doing so, the Trustee relied on three cases, *Bawolin v Wood-Lawyton*,²⁵ *Teleglobe Inc. (Re)*²⁶ and *Bankruptcy of St. Anne-Nackawic Pulp Company Ltd. (Re)*.²⁷

29. None of the three cases cited supported the propositions advanced by the Trustee in its *ex parte* motion. As explained below, the Trustee's factum either mischaracterized the decisions or failed to describe key elements of the decisions relevant to the relief requested by the Trustee.

30. The Trustee cited *Bawolin* in support of the following proposition:

If the books and records of the bankrupt are intermingled with those of non-bankrupt third parties, such as [Lending], the effect of s. 164 is to empower the Trustee to gather information that might lead to additional recovery on behalf of the bankrupt's creditors. Preventing access to the books and records because [Finance] failed to

²⁴ Trustee *Ex Parte* Factum, para. 23.

²⁵ [2005 SKQB 365](#).

²⁶ [2004 OJ No 2905](#) (ONSC) [*Teleglobe*].

²⁷ [2005 NBQB 76](#) [*St. Anne-Nackawic*].

segregate them would defeat the clear statutory purposes of the BIA.²⁸

31. The issue before the Court in *Bawolin* was whether the documents sought by the trustee related to the bankrupt. The word "intermingle" does not appear in the decision and no issue of intermingling was raised in that case. The proposition cited by the Trustee in its factum appears nowhere in *Bawolin*.

32. The Trustee claimed in its factum that, in *Teleglobe* and *St. Anne-Nackawic*, the courts "granted orders similar to that requested by the Trustee and granted access to computer servers shared by the third parties."²⁹

33. In *Teleglobe*, the interim receiver sought an order for "the back up tapes containing email communications and data files of various officers and directors of Teleglobe that resided on" BCE servers. Instead of granting the receiver immediate access to the intermingled contents on BCE's servers, Justice Farley ordered that an independent third party first extract and segregate Teleglobe's records from the records of BCE, before the records were turned over to the receiver.³⁰

34. In its factum, the Trustee cited *St. Anne-Nackawic* as follows:

Similarly, in *St. Anne-Nackawic Pulp Co., Re*, the New Brunswick Court of King's Bench granted the order of a trustee for the possession of all books, records and documents of a bankrupt that were intermingled with a non-bankrupt on 27 computer discs.³¹

35. In *St. Anne-Nackawic*, in ordering that the records ultimately be turned over to the trustee, the Court ordered that the party holding the electronic records should first review the records to

²⁸ Trustee *Ex Parte* Factum, para. 24.

²⁹ Trustee *Ex Parte* Factum, para. 25

³⁰ [Teleglobe](#), para. 1.

³¹ Trustee *Ex Parte* Factum, para. 26.

determine if it claimed that any of the records did not belong to the bankrupt, with the Registrar in Bankruptcy to resolve any such claim before the records were turned over to the trustee:

The solicitor for St. Anne Industries Ltd. will then forthwith arrange to have the contents of the 27 discs reviewed to ascertain if there is any file or document which, in its opinion, is the property of St. Anne Industries Ltd. or Parsons & Whittemore Inc. or any of the Parsons & Whittemore group of companies which does not relate to St. Anne-Nackawic Pulp Company Ltd. If there is a file or document that, after the review is completed, Counsel for St. Anne Industries Ltd. claims is the property of a third party company which does not relate to the company or its business operations, he will then deliver a copy of that file or document to Michael Bray, the Registrar in Bankruptcy, who will determine if in fact the file or document is the property of St. Anne Industries Ltd. or Parsons & Whittemore Inc. or the Parsons & Whittemore group of companies that does not relate to St. Anne-Nackawic Pulp Company Ltd., its dealings or property.³²

36. To summarize, of the three cases relied upon by the Trustee in relation to intermingling, *Bawolin* did not deal with intermingling at all.

37. In the two that dealt with intermingling, *Teleglobe* and *St. Anne-Nackawic*, the trustee received the bankrupt's records only after they had been segregated with the involvement of a third party. Neither *Teleglobe* nor *St. Anne-Nackawic* support the proposition advanced by the Trustee that the Trustee is entitled to take possession of intermingled records, including privileged records, and review and segregate records that do not belong to the bankrupt.

2. The Trustee Failed to Disclose Material Facts

38. The Trustee also failed to disclose facts material to the motion.

39. The Trustee disclosed (i) that Finance shared premises with Lending and one of its limited partnerships, LP 2016, and possibly other Lending entities and (ii) that when the Trustee attended at 151 Bloor on January 31, 2024, Lending's General Counsel advised that Lending's records were

³² [*St. Anne-Nackawic*](#), para. 8.

on a shared online server with Finance's records, that Finance's records were intermingled with the records of Lending and other entities operating at 151 Bloor, and that Lending asserted privilege over the contents of the office and Lending's records stored on the cloud.³³

40. In claiming that an *ex parte* motion was necessary, the Trustee represented to the Court that non-bankrupt third parties would not be prejudiced by the order requested.³⁴ In doing so, the Trustee failed to draw to the Court's attention that Lending was adverse to Finance in connection with two live matters, in one of which the Trustee, for Finance, had made submissions adverse to Lending.

41. The adversity between Lending and Finance was material to the motion, especially as the Trustee had been advised by Lending's General Counsel that the intermingled records the Trustee sought to secure and review included lawyer-client communications.

3. The Order of Justice Wilton-Siegel should be Set Aside

42. As set out above, the Trustee plainly failed to discharge its duty of full and fair disclosure on an *ex parte* motion. The Trustee mischaracterized the law and failed to disclose material facts. The order should not stand in light of the Trustee's failure to fairly state both the facts and law.

B. The Trustee's Motion should be Dismissed

43. For the reasons set out above, the relief sought by the Trustee on this adjourned motion is unsupported by the case law.

44. The only process for separation of intermingled records supported by the case law, *Teleglobe* and *St. Anne-Nackawic*, is to have an independent third party determine which records

³³ Trustee *Ex Parte* Factum, paras. 3-4 and 13.

³⁴ Trustee *Ex Parte* Factum, paras. 32-35.

at 151 Bloor belong to Finance and to make only those documents available to the Trustee.

C. The Trustee should Bear the Costs of Segregating Records

45. As a general principle, where a party seeks production from a non-party, the party seeking production should be responsible for the reasonable costs incurred.

46. This principle is codified in Rule 30.10(5) of the Rules of Civil Procedure, which provides that where production is sought from non-parties, "(t)he moving party is responsible for the reasonable cost incurred or to be incurred by the person not a party to produce a document referred to in subrule (1), unless the court orders otherwise."³⁵

47. The Trustee relies on *Teleglobe* for its position that Lending should be responsible for the cost of segregating records. In *Teleglobe*, the court required BCE to pay the costs of segregating the documents of its subsidiary Teleglobe from other BCE documents because it "was the choice of BCE to intermingle this requested Teleglobe material with other BCE material."³⁶

48. Unlike in *Teleglobe*, Lending and Finance are separately managed and neither is the subsidiary of the other. This is not a case in which, on the evidence, Lending bears responsibility for commingling of records, such that it should be saddled with the costs of segregation.

PART IV: ORDER REQUESTED

49. Lending respectfully requests that the order of Justice Wilton-Siegel be set aside and that the Trustee's motion be dismissed, with costs. In light of the failure to make full and fair disclosure, an award of substantial indemnity costs is warranted.

³⁵ Rules, r. [30.10\(5\)](#).

³⁶ *Teleglobe*, para. [1](#).

ALL OF WHICH IS RESPECTFULLY SUBMITTED.



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SCHEDULE "A"

LIST OF AUTHORITIES

1. *Bankruptcy of St. Anne-Nackawic Pulp Company Ltd. (Re)*, [2005 NBQB 76](#).
2. *Bawolin v. Wood-Layton*, [2005 SKQB 365](#).
3. *Dhaliwal v 2581576 Ontario*, [2021 ONSC 8247](#).
4. *Fox v Fox*, [2014 ONSC 1135](#) (Div Ct).
5. *Haventree Bank v Lording*, [2023 ONSC 2144](#).
6. *Misir v Misir*, [2017 ONCA 675](#).
7. *Persaud v Ramawad*, [2021 ONSC 5888](#).
8. *Teleglobe Inc. (Re)*, [2004 OJ No 2905](#) (ONSC).
9. *United States v Friedland*, [1996] OJ No 4399 (Gen Div).

SCHEDULE "B"

TEXT OF STATUTES & REGULATIONS

Rules of Civil Procedure, RRO 1990, Reg 194

RULE 30 DISCOVERY OF DOCUMENTS

[...]

Production from Non-Parties with Leave

Order for Inspection

30.10 (1) The court may, on motion by a party, order production for inspection of a document that is in the possession, control or power of a person not a party and is not privileged where the court is satisfied that,

- (a) the document is relevant to a material issue in the action; and
- (b) it would be unfair to require the moving party to proceed to trial without having discovery of the document.

Notice of Motion

(2) A motion for an order under subrule (1) shall be made on notice,

- (a) to every other party; and
- (b) to the person not a party, served personally or by an alternative to personal service under rule 16.03.

Court may Inspect Document

(3) Where privilege is claimed for a document referred to in subrule (1), or where the court is uncertain of the relevance of or necessity for discovery of the document, the court may inspect the document to determine the issue.

Preparation of Certified Copy

(4) The court may give directions respecting the preparation of a certified copy of a document referred to in subrule (1) and the certified copy may be used for all purposes in place of the original.

Cost of Producing Document

(5) The moving party is responsible for the reasonable cost incurred or to be incurred by the person not a party to produce a document referred to in subrule (1), unless the court orders otherwise.

RULE 39 EVIDENCE ON MOTIONS AND APPLICATIONS

Evidence by Affidavit

Generally

39.01 (1) Evidence on a motion or application may be given by affidavit unless a statute or these rules provide otherwise.

Service and Filing

(2) Where a motion or application is made on notice, the affidavits on which the motion or application is founded shall be served with the notice of motion or notice of application and shall be filed with proof of service in the court office where the motion or application is to be heard at least seven days before the hearing.

(3) All affidavits to be used at the hearing in opposition to a motion or application or in reply shall be served and filed with proof of service in the court office where the motion or application is to be heard at least four days before the hearing.

Contents — Motions

(4) An affidavit for use on a motion may contain statements of the deponent's information and belief, if the source of the information and the fact of the belief are specified in the affidavit.

Contents — Applications

(5) An affidavit for use on an application may contain statements of the deponent's information and belief with respect to facts that are not contentious, if the source of the information and the fact of the belief are specified in the affidavit.

Full and Fair Disclosure on Motion or Application Without Notice

(6) Where a motion or application is made without notice, the moving party or applicant shall make full and fair disclosure of all material facts, and failure to do so is in itself sufficient ground for setting aside any order obtained on the motion or application.

Expert Witness Evidence

(7) Opinion evidence provided by an expert witness for the purposes of a motion or application shall include the information listed under subrule 53.03 (2.1)..

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