

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(Commercial List)

B E T W E E N :

**B&M HANDELMAN INVESTMENTS LIMITED, FLORDALE HOLDINGS LIMITED, M. HIMEL HOLDINGS INC., 1530468 ONTARIO LTD., MAXOREN INVESTMENTS, and SHEILACO INVESTMENTS INC.**

Plaintiffs

and

**CHRISTINE DROTOS**

Defendants

---

**FACTUM OF THE CLIENTS OF DJD LAW**

---

November 26, 2018

**DJD LAW**  
**PROFESSIONAL CORPORATION**  
1186 Eglinton Avenue West  
Toronto, Ontario M6C 2E3

**Eli Karp (54317P)**  
Tel: (416) 769-4107  
Fax: (416) 352-7638  
ek@djdlaw.ca

Lawyers for the Plaintiff  
Curah Capital Corporation

## PART I. INTRODUCTION

### OVERVIEW - HOW DID WE GET HERE?

1. Pursuant to the sale approval Order of Dunphy J., dated August 3, 2018, the court approved the sale of 4 Birchmount Rd.
2. This hearing arises from a dispute over the ownership of the First Mortgage that was registered against 4 Birchmount Rd., prior to the Receiver's sale of the Property.
3. While the First Mortgage was registered to Pillar Capital Corporation, the registration document does not reveal the jurisdiction where Pillar Capital was incorporated.
4. The issue for the court to decide on this hearing is whether or not the Pillar Capital Corporation that owned the mortgage was Pillar Capital Ontario, as urged by the DJD Parties or whether the first mortgage was owned by Pillar Capital Corporation, a Cayman Islands Corporation as urged by the opposing parties represented by BTZ Law.

### Issues for this hearing:

- 1) *With respect to the First Mortgage that was registered to Pillar Capital Corporation ("First Mortgage") prior to the sale of 4 Birchmount Rd:*<sup>1</sup>
  - a. *Which corporation owned that First Mortgage: Pillar Capital Ontario ("PCC Ontario") or Pillar Capital Cayman ("PCC Cayman")?*
- 2) *If it is PCC Cayman- what should the court do- should the court release the funds to the Missaghi Parties?*

---

<sup>1</sup> Instrument # AT3875540 that was registered against 4 Birchmount Road prior to the sale of that Property.

3) *If it is PCC Ontario- who controls PCC Ontario:*

*a. Do the Missaghi Parties Control it or do the DJD Parties Control it?*

## **POSITIONS OF THE PARTIES ON THIS HEARING**

### **Order Requested by DJD Law**

5. In this hearing, the clients of DJD Law (“DJD Parties”) ask the court to:

- a. Find that the owner of the first mortgage registered against 4 Birchmount Rd, Toronto is Pillar Capital Corporation (Ontario); and
- b. Find that the clients of DJD Law, namely Glenn Estrabillo, control that corporation; and
- c. By way of an adverse inference<sup>2</sup> against the Missaghi Parties from failure to demonstrate that the source of funds used by Pillar Capital to purchase the First Mortgage in fact derived from funds of Laila Alizadeh from “an asset sale in Houston or otherwise”<sup>3</sup>, make a finding if necessary, that the funds sent by Rasik Mehta to Anita Verma to purchase the first Mortgage<sup>4</sup> derive from the funds provided by Curah Capital Corporation to Rasik Mehta, as set out in the schedule of advances to the Affidavit of Glenn Estrabillo, dated August 28, 2018;<sup>5</sup>

---

<sup>2</sup> Cross examination of Ara Missaghi, November 16, 2018 at Tab 2 of the Reply Motion Record and at Tab 9 of the Compendium of the DJD Clients, at Q. 455 and 481 and Answers to undertakings of Ara Missaghi, dated November 24, 2018.

<sup>3</sup> As set out in the Dunphy J. August Endorsement, refusals to be dealt with by adverse inference.

<sup>4</sup> Affidavit of Arash Missaghi, sworn November 15, 2018, found at Tab 1 of the Responding Motion Record of the BTZ Clients, at para 6e and Exhibit H, also found at Tab 6 of the DJD Clients’ Compendium.

<sup>5</sup> Compendium at Tab 3.

- d. Order that the Receiver be authorized to release the funds it is holding that are allocable to the First Mortgage in accordance with directions to be sent by Mr. Estrabillo after the hearing.

### **Position of the Opposing Parties**

6. The clients of BTZ Law (the Missaghi Parties) request that the court find that the owner of the first mortgage registered against 4 Birchmount Rd. is Pillar Capital Cayman, and presumably that the court order that the Receiver be authorized to distribute the funds it is holding allocable to the First Mortgage at the direction of Alizadeh or Missaghi.

### **Alternative Order sought by DJD Law**

7. If the court finds that the owner of the First Mortgage is Pillar Capital Cayman, which is denied, the DJD Parties ask the court to order that such funds remain on hold with the receiver along with the funds in the Yeretsian Receivership until the claim of Curah Capital Corporation can be resolved through the claims process or otherwise.

### **Basis for Alternative Order**

8. It is the DJD Parties' position that the August Dunphy J. Order applies equally to the funds held by the Receiver in the Drotos Receivership insofar as it contemplates that the funds held by the Receiver to which claimants in the Yeretsian Receivership have made claims shall be held by the Receiver in the Claims Process.

### **Temporary Interim Interim Order in the Further Alternative**

9. However, in the event the court finds that the August Dunphy J. Order does not apply to the funds held by the Receiver in the Drotos matter, a motion for a Mareva injunction has been served and DJD requests that the court issue a temporary injunction until the injunction motion

can be heard and the Mareva injunction be scheduled with sufficient time for the parties to prepare materials and argue the same.

**Position of the DJD Parties in the Event the Court Finds that the Ownership of the First Mortgage is as Requested by the Missaghi Parties**

10. *If* the court finds that the First Mortgage is registered to Pillar Capital Cayman, as requested by the Missaghi Parties, (which is denied), *and* the court does not grant any of the alternative orders sought above, *then* the DJD Parties submit that the court may not accede to the request of the Missaghi Parties in any event as:

- a. Pillar Capital Cayman is a class 3 corporation, which conducted business in Ontario;<sup>6</sup>
- b. As such, PCC Cayman was and is required to register to do business in Ontario;<sup>7</sup>
- c. Pillar Capital Cayman was not registered to do business in Ontario, and could not register, as its name is confusingly similar to an Ontario Corporation;<sup>8</sup> and
- d. A corporation that is required to do business in Ontario and does not, may not maintain an action in Ontario.<sup>9</sup>

**The Missaghi Parties Bear the Onus to Prove that the Owner of the First Mortgage is PCC Cayman and not PCC Ontario**

11. The DJD Parties submit that where there is an asset that is registered in the name of an Ontario corporation, bearing that name, the Ontario court must presume that the owner of said

---

<sup>6</sup> *Extra-Provincial Corporations Act*, RSO 1990, c. E.27, at s. 2(1).

<sup>7</sup> *Supra* note 6, at s. 4(2).

<sup>8</sup> *Supra* note 6, at s. 10(1)(b).

<sup>9</sup> *Supra* note 6, at s. 21(1).

asset is in fact the Ontario corporation, absent convincing evidence on the balance of probabilities that it is owned by a foreign corporation.

12. As such, it is the DJD Parties' submission that the Missaghi Parties bear the onus of proving that the First Mortgage belongs to PCC Cayman and absent meeting their onus to prove that PCC Cayman is the owner on balance of probabilities, PCC Ontario is the presumptive owner.

## **PART II. EVIDENCE FILED FOR THIS HEARING**

### **EVIDENCE SUPPLIED BY MISSAGHI PARTIES TO SUPPORT THE MISSAGHI PARTIES' POSITION IS INADEQUATE**

13. The **sum total** of the evidence filed by the Missaghi Parties to support their position that the First Mortgage is held by PCC Cayman is an email sent by Ara Missaghi to Anita Verma and Salma Sheikh on November 5, 2014 saying "Please have the assignment of the First Mortgage that was paid to Home Trust to be assigned to Pillar Capital Corporation, address for service can remain your offices c/o yourself".

14. Notably, despite the fact that Anita Verma was the lawyer who acted *for the Missaghi Parties* on the assignment:

- a. The Missaghi Parties did not file an affidavit from Anita Verma confirming that she registered the First Mortgage in the name of PCC Cayman;
- b. The record does not contain any response from Anita Verma to the November 5, 2014 email confirming that she in fact registered on behalf of PCC Cayman;
- c. 2 days after that email to Anita Verma, PCC Ontario was incorporated (which could lead to an inference that Anita Verma had advised that she could not register the First Mortgage in the name of PCC Cayman);

- d. Despite being the clients of Anita Verma/Salma Sheikh, the Missaghi Parties “failed” to get Anita Verma to produce her entire file, including her KYC forms, which might have indicated who the client was for that matter; and
  - e. Despite Anita Verma specifically being asked by Ms. Fell (from BTZ LLP) on June 22, 2018, to pull her file AND to confirm that she registered the First Mortgage in name of PCC Cayman, Anita Verma **refused to confirm** to Ms. Fell that she did in fact do so, and **only sent the documents** requested by Ms. Fell on July 26, 2018, and suspiciously did not send the entire file.<sup>10</sup>
15. If indeed Ms. Verma registered the First Mortgage in PCC Cayman:
- a. It could be expected that she would have confirmed the same to Ms. Fell by email;
  - b. The Missaghi Parties would have produced file material, which was under their control documenting that the mortgage was in fact registered in the name of PCC Cayman; and
  - c. Anita Verma would have confirmed the registration under PCC Cayman when asked to do so by Ms. Fell on July 26, 2018.
16. The evidence supplied by the Missaghi Parties to support their contention that a mortgage registered in Ontario is owned *by a different party than an Ontario corporation with the same name* is wholly inadequate when all information necessary to prove the same should have been obtainable by those parties.

---

<sup>10</sup> BTZ Responding Motion Record, at Tab 1, Exhibit D, also found at Tab 6 of the Compendium of the DJD Clients.

17. Furthermore, on cross examination, Ms. Alizadeh first deposed that PCC Ontario was incorporated to hold the First Mortgage, and it was so held.<sup>11</sup>

18. Although Ms. Alizadeh later recanted her evidence in the course of the cross examination, her recantation occurred after:

- a. Her counsel said “we know that is wrong” on the very issue she was testifying about, and on the exact issue the court must decide;<sup>12</sup>
- b. After she returned from a 20-minute unsupervised break, and where upon her return she suddenly “remembered meeting Mr. Ramnauth” where previously she had said she never met him, and claimed he was a “tall guy” (which mirrors the evidence provided by Mr. Missaghi), although she could not recall where they had met, even though she claimed to recall who else was at the meeting, and<sup>13</sup>
- c. Where her later evidence appeared to be tailored to mirror the language provided by Mr. Missaghi on his cross examination, in that the funds derived from the sale of “an asset in Houston”, where neither she nor Mr. Missaghi provided any proof of the nature of the asset sold, or any evidence of funds derived from the same being used to purchase the first mortgage.<sup>14</sup>

19. Ms. Alizadeh’s evidence she gave after a return from an unsupervised break and after her counsel communicated to her that her earlier evidence was not helpful, should be disregarded especially where it conflicted with her earlier evidence, and other evidence she gave on return from

---

<sup>11</sup> Examination of Laila Alizadeh, dated November 20, 2018, found at Tab 8 of the DJD Clients’ Compendium, at Q. 210-214.

<sup>12</sup> *Supra* note 11, at Q. 214.

<sup>13</sup> *Supra* note 11, at Q. 217, 227 and Q. 234.

<sup>14</sup> *Supra* note 11, at Q. 137.



the break (“I saw Matthew Ramnauth sign these documents in my presence”), has been contradicted by an independent person she claimed signed the by-laws and directors resolution’s in her presence.

**PART III: Relevant Provisions of the *Extra-Provincial Corporations Act* (“the Act”)**

20. The *Extra Provincial Corporations Act*, mandates that if a foreign corporation carries on business in Ontario it must obtain a license.<sup>15</sup>

21. The *Act* defines carrying on business in Ontario broadly to include if:<sup>16</sup>

- a. it has a resident agent, representative, warehouse, office or place where it carries on its business in Ontario;
- b. it holds an interest, otherwise than by way of security, in real property situate in Ontario;
- c. it otherwise carries on its business in Ontario. R.S.O. 1990, c. E.27, s. 1 (2).

**PCC Cayman was carrying on business in Ontario**

22. If in fact the Missaghi Parties decided to purchase the First Mortgage from Home Trust and the same was taken on behalf of PCC Cayman, which is not admitted but denied, then PCC Cayman was carrying on business in Ontario as:

- a. Ms. Alizadeh the director of PCC Cayman, was resident in Ontario;

---

<sup>15</sup> *Supra* note 6.

<sup>16</sup> *Supra* note 6, at s. 1(2).

- b. Mr. Missaghi who was the agent of Ms. Alizadeh in respect of the acquisition and instruction of counsel with respect to the acquisition of the Home Trust mortgage was resident in Ontario;<sup>17</sup>
  - c. The decision to purchase the Home Trust Mortgage was taken by Ms. Alizadeh in Ontario on the advice of Mr. Missaghi who was resident in Ontario;<sup>18</sup>
  - d. The negotiation with Home Trust for the assignment of the First Mortgage was undertaken by Ms. Verma on behalf of the Missaghi Parties in Ontario.<sup>19</sup>
23. As such, PCC was carrying on business in Ontario under ss. 2(a) and 2(c) and is not saved by s. 2(b), as it does merely own a security interest in land.

**PCC Cayman would have been Required to Register in Ontario to Own the First Mortgage**

24. Given that PCC Cayman was carrying on business in Ontario, it was required to register under s. 4 of the *Act*.
25. The Act further provides that:
- a. an extra provincial corporation may not carry on business in Ontario without a license;<sup>20</sup>
  - b. a license may not be issued for a corporation if the name of the corporation is confusingly similar to the name of a known Ontario corporation;<sup>21</sup> and

---

<sup>17</sup> Cross examination of Arash Missaghi, dated November 16, 2018, found at Tab 9 of the DJD Clients' Compendium, at Q. 14.

<sup>18</sup> *Supra* note 11, at Q. 20.

<sup>19</sup> Motion Record of the Responding Party, Pillar Capital Corporation (Caymen), at Tab L, also found at Tab 7 of the Compendium of the DJD Clients.

<sup>20</sup> *Supra* note 7.

<sup>21</sup> *Supra* note 8.

- c. where a corporation that is required to register and does not register, it may not maintain an action in Ontario.<sup>22</sup>

26. Given the above, if in fact the First Mortgage is held by PCC Cayman, which is denied, since PCC Cayman was required to register and did not register, it may not maintain an action in this court, and may not hold any interest in land.

**All the Evidence and the Law Supports a Determination that the Owner of the First Mortgage is PCC Ontario**

27. For all of the above reasons, the Court ought to find that First Mortgage registered under the name Pillar Capital Corporation was not registered improperly under PCC Cayman by Anita Verma, but rather, the first mortgage was properly registered on behalf of PCC Ontario.

28. The above is supported by Anita Verma's refusal to confirm that the First Mortgage is owned by PCC Cayman, the Missaghi Parties' inability to get their former lawyer to swear an affidavit on their behalf, and the Missaghi Parties' failure to produce Ms. Verma's entire file.

**If the Owner of the First Mortgage is PCC Cayman- The Missaghi Parties Cannot get the Relief Requested**

29. Notwithstanding the above, if in fact the Court does find that the owner of the First Mortgage is PCC Cayman, which is denied, the court ought to stay the application of the Missaghi Parties until the corporation is validly registered, subject to the DJD Parties' position in respect of the Mareva injunction, which the DJD Parties submit should be argued at a later date.

**The Evidence of the DJD Parties in respect of PCC Ontario**

---

<sup>22</sup> *Supra* note 9.

30. The DJD Parties filed an affidavit of Jonathane Ricci, the former lawyer for the DJD Parties, who deposed that:

- a. Mathew Ramnauth was his former client;
- b. PCC Ontario was incorporated by his client, Sai Mohamed, who had requested that Matthew Ramnauth serve as director;
- c. Matthew Ramnauth signed the By-Laws and directors resolutions attached to his (Mr. Ricci's) affidavit;
- d. Sai Mohamed later took over as Director of PCC Ontario;
- e. Shares of PCC Ontario were issued to Mr. Mohamed's wife;
- f. The shares of PCC were later transferred to his wholly owned holding company, 2496050 Ontario Inc.; and
- g. Glenn Estrabillo was elected as director of PCC Ontario.

31. Mr. Ricci's evidence was unchallenged on cross examination.

32. The DJD Parties also filed the affidavit of Mr. Ramnauth, an independent witness supporting and corroborating Mr. Ricci's version of events.

### **The Missaghi Parties Evidence is Contradictory and Not Believable**

33. The Missaghi Parties filed an affidavit of Mr. Missaghi attaching an alternative version of the Minute Book of PCC Ontario in which the shares of PCC were immediately issued to World Finance Corporation, a corporation owned and controlled by Ms. Alizadeh.

34. After Mr. Missaghi and Ms. Alizadeh deposed on cross examination that they had witnessed Mr. Ramnauth sign the Missaghi Parties' version of the By-laws and directors'

resolution issuing shares to Ms. Alizadeh's corporation. Mr. Ramnauth swore a rebuttal affidavit supporting Mr. Ricci's version of events, and claiming that Mr. Missaghi and Ms. Alizadeh had lied in their evidence, and that he had never met Ms. Alizadeh.

35. Furthermore, Ms. Alizadeh and Mr. Missaghi evidence was contradictory as to who instructed the incorporation of PCC Ontario; Mr. Missaghi deposed that it was he who incorporated it and Ms. Alizadeh deposed that she did.

36. Ms. Alizadeh also had earlier testified she had not met Matthew Ramnauth and only remembered meeting him after a return from a 20-minute unsupervised break.

37. Furthermore, both Mr. Missaghi and Ms. Alizadeh said that Mr. Ramnauth had agreed to act as director "for a short time" even though, in fact, Mr. Ramnauth had remained as a director for approximately 18 months.

### **The Missaghi Parties Bear the Onus of Proving that Mr. Estrabillo is Not a Director**

38. Further to the above, The *OBCA*<sup>23</sup> provides that a director listed on the most recent return filed under the *Corporations Information Act* is presumed to be a director under that Act.

### **Conclusion**

39. The DJD Parties' evidence of Mr. Ricci in respect of the ownership of PCC was not challenged on cross examination, and is supported by the evidence of completely independent witness Mr. Ramnauth.

40. The Missaghi Parties' evidence on the PCC Ontario ownership was internally contradictory, and refuted by an independent witness.

---

<sup>23</sup> *Business Corporations Act*, RSO 1990, c. B.16, at s. 262(3).

41. Both Mr. Missaghi and Ms. Alizadeh declined to corroborate that the funds provided by Rasik Mehta to Ms. Verma derived from an “asset sale in Houston” or to provide any detail in that respect.

42. The Court is to take an adverse inference on the said refusals, or unanswered undertakings and should infer that Mr. Mehta provided the funds to Ms. Verma from a portion of the funds provided by the DJD Parties, as per the schedule provided by Glenn Estrabillo.

43. Order Requested:

- a. An order that the Receiver comply with a direction sent by Mr. Estrabillo to release the funds held by the Receiver in respect of the First Mortgage;
- b. In the alternative, an order to conduct a trial of an issue with respect to the same;
- c. In the further alternative an order that the funds be held by the Receiver in respect of the First Mortgage remain in trust until the Resolution of the Curah Capital Claim in the Claims Process;
- d. In the further alternative directions as to next steps; and/or
- e. Costs to the DJD Parties

**ALL OF WHICH IS RESPECTFULLY SUBMITTED this 26<sup>th</sup> day of November, 2018**



---

Eli Karp

**SCHEDULE "A"**

**AUTHORITIES**

## SCHEDULE “B”

### STATUTES

#### **Carrying on business in Ontario**

(2) For the purposes of this Act, an extra-provincial corporation carries on its business in Ontario if,

- (a) it has a resident agent, representative, warehouse, office or place where it carries on its business in Ontario;
- (b) it holds an interest, otherwise than by way of security, in real property situate in Ontario; or
- (c) it otherwise carries on its business in Ontario. R.S.O. 1990, c. E.27, s. 1 (2).

#### **Idem**

(3) An extra-provincial corporation does not carry on its business in Ontario by reason only that,

- (a) it takes orders for or buys or sells goods, wares and merchandise; or
- (b) offers or sells services of any type,

by use of travellers or through advertising or correspondence. R.S.O. 1990, c. E.27, s. 1 (3).

Note: On a day to be named by proclamation of the Lieutenant Governor, [section 1](#) of the Act is amended by adding the following subsection: (See: 2017, c. 20, Sched. 6, s. 88 (6))

#### Interpretation re period of days

(4) In this Act, a period of days is deemed to commence on the day following the event that began the period and is deemed to terminate at midnight of the last day of the period, except that if the last day of the period falls on a holiday, the period terminates at midnight of the next day that is not a holiday. 2017, c. 20, Sched. 6, s. 88 (6).



Note: On a day to be named by proclamation of the Lieutenant Governor, the Act is amended by adding the following section: (See: 2017, c. 20, Sched. 6, s. 89)

### **Where licence not required**

**4 (1)** Subject to this Act, the [Corporations Information Act](#) and any other Act, an extra-provincial corporation within class 1 or 2 may carry on any of its business in Ontario without obtaining a licence under this Act. R.S.O. 1990, c. E.27, s. 4 (1).

### **Carrying on business without licence prohibited**

**(2)** No extra-provincial corporation within class 3 shall carry on any of its business in Ontario without a licence under this Act to do so, and no person acting as representative for or agent for any such extra-provincial corporation shall carry on any of its business in Ontario unless the corporation has a licence under this Act. R.S.O. 1990, c. E.27, s. 4 (2).

### **Use of other name**

**9** An extra-provincial corporation may, subject to its incorporating instrument, the [Corporations Information Act](#) and any other Act, use and identify itself in Ontario by a name other than its corporate name. 1999, c. 12, Sched. F, s. 26.

### **Where name, etc., likely to deceive**

**10 (1)** Despite [section 9](#) and subject to subsection (2), an extra-provincial corporation within class 1 or 3 shall not use or identify itself in Ontario by a name,

- (a) that contains a word or expression prohibited by the regulations;
- (b) that is the same as or, except where a number name is used, similar to,
  - (i) the name of a known,
    - (A) body corporate,
    - (B) trust,
    - (C) association,
    - (D) partnership,
    - (E) sole proprietorship, or

(F) individual,

whether in existence or not, or

(ii) the known name under which any body corporate, trust, association, partnership, sole proprietorship or individual carries on its business or identifies itself,

if the use of that name would be likely to deceive; or

(c) that does not meet the requirements prescribed by the regulations.

R.S.O. 1990, c. E.27, s. 10 (1).

### **Exception**

(2) An extra-provincial corporation within class 1 or 3 may use or identify itself in Ontario by a name described in clause (1) (b) upon compliance with such conditions as may be prescribed. R.S.O. 1990, c. E.27, s. 10 (2).

### **Ability to maintain action**

**21** (1) An extra-provincial corporation within class 3 that is not in compliance with [section 19](#) or has not obtained a licence when required by this Act, is not capable of maintaining any action or any other proceeding in any court or tribunal in Ontario in respect of any contract made by it. R.S.O. 1990, c. E.27, s. 21 (1).

### **Correcting default**

(2) Where a default referred to in subsection (1) has been corrected, an action or other proceeding may be maintained as if the default had been corrected before the institution of the action or other proceeding. R.S.O. 1990, c. E.27, s. 21 (2).

### **Power to hold land**

**22** Every corporation,

(a) within class 1 or 2;

(b) within class 3 that has a licence under this Act; or

(c) that is exempt from the licensing requirement under this Act,

has power to acquire, hold and convey any land or interest therein in Ontario necessary for its actual use and occupation or for carrying on its undertaking. R.S.O. 1990, c. E.27, s. 22.

**Carrying on business without licence prohibited**

(2) No extra-provincial corporation within class 3 shall carry on any of its business in Ontario without a licence under this Act to do so, and no person acting as representative for or agent for any such extra-provincial corporation shall carry on any of its business in Ontario unless the corporation has a licence under this Act. R.S.O. 1990, c. E.27, s. 4 (2).

**B&M HANDELMAN et al.**

**v**

**CHRISTINE DROTOS**

Court File No.: CV-18-594590-00CL

Plaintiff

Defendants

---

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

---

**FACTUM OF THE CLIENTS OF DJD**

---

**DJD LAW PROFESSIONAL  
CORPORATION**

1186 Eglinton Avenue West  
Toronto, Ontario  
M6C 2E3

Tel: (416) 769-4107

Fax: (416) 352-7638

Eliezer Karp (54317P)

Email: ek@djdlaw.ca

Lawyers for the Plaintiffs  
Curah Capital Corporation