

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

**FACTUM OF THE APPLICANT
(Returnable March 29, 2023)**

March 28, 2023

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TO: THE SERVICE LIST

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PART I - OVERVIEW

1. The Applicant obtained protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"),¹ on December 20, 2022, pursuant to an initial order of this Court (the "**Initial Order**").² The Initial Order was subsequently amended and restated by an Order (the "**Amended and Restated Initial Order**") of this Court granted on December 29, 2022.³ Among other things, the Amended and Restated Initial Order authorized the Applicant to exercise certain restructuring powers and pursue all avenues of restructuring, selling, and/or reorganizing the business of the Applicant, and extended the initial stay of proceedings until March 17, 2023 (the "**Stay Period**").⁴

¹ *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 [CCAA].

² Affidavit of Scott Davido sworn March 10, 2023 at para 13 [*Fourth Davido Affidavit*].

³ Fourth Davido Affidavit at para 15.

⁴ Fourth Davido Affidavit at para 16.

2. On December 20, 2022, DCL US commenced voluntary proceedings pursuant to chapter 11 of the United States Bankruptcy Code (the “**Chapter 11 Proceedings**”) before the United States Bankruptcy Court for the District of Delaware (the “**US Bankruptcy Court**”).⁵

3. On February 21, 2023, the US Bankruptcy Court granted, among other things, an order (the “**US Bidding Procedures Order**”) approving the Stalking Horse APA, as a stalking horse bid, and approving the Final Bidding Procedures.⁶

4. On February 22, 2023, this Court granted an order which, among other things, provided companion relief to authorize the Applicant to enter into the Stalking Horse APA, deeming the Stalking Horse APA as a Qualified Bid, and approving the Stalking Horse Sales Process (the “**Bidding Procedures Order**”). Such joint approval from this Court and the US Bankruptcy Court was a requirement under the Stalking Horse APA and the Final DIP ABL Credit Agreement.⁷

5. Background information regarding the DCL Group’s business, these proceedings and the Chapter 11 Proceedings are more fully set out in the affidavit of Scott Davido sworn December 20, 2022 (the “**Initial Affidavit**”) in support of the issuance of the Initial Order, the affidavit of Scott Davido sworn December 23, 2022, in support of the issuance of the Amended and Restated Initial Order, the affidavit of Scott Davido sworn February 15, 2023, in support of the issuance of the Bidding Procedures Order, and the affidavits of Scott Davido sworn March 10, 2023 (the “**Fourth Davido Affidavit**”) and March 28, 2023 (the “**Supplemental Davido Affidavit**”) in connection with the relief sought in the within motion. Capitalized terms not otherwise defined

⁵ Fourth Davido Affidavit at para 19.

⁶ Fourth Davido Affidavit at para 20.

⁷ Fourth Davido Affidavit at para 17.

herein have the meaning ascribed to them in the Fourth Davido Affidavit and the Supplemental Davido Affidavit.

6. This factum is filed in support of the Applicant's motion for:

(a) an order (the "**Approval and Vesting Order**"), among other things:

- (i) approving the transactions (collectively, the "**Transaction**") contemplated by a second amended and restated asset purchase agreement (the "**Second Amended and Restated Sale Agreement**") dated as of March 28, 2023, between DCL Corporation, as "Canadian Seller", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "US Sellers", and Pigments Services, Inc. (including any permitted assignees, "**Pigments**") as "Purchaser";
- (ii) vesting in and to Pigments' assignee, Pigments Services Canada, Inc., the Applicant's right, title and interest in and to the Canadian Operating Assets;
- (iii) vesting in and to Pigments' assignee, Pigments Canada Real Estate LP, the Applicant's right, title and interest in and to the Ajax Plant;
- (iv) vesting in and to Pigments Services, Inc., the Applicant's right, title and interest in and to the European Shares; and

(b) an order seeking the extension of the Stay Period to June 30, 2023 (the "**Stay Extension Order**").

7. All currency references contained herein are to USD unless otherwise indicated.

PART II – FACTS

8. As noted above, detailed background on the Applicant’s business and an explanation of the necessity for these CCAA proceedings is set out in the Initial Affidavit.

A. The Stalking Horse Sales Process

9. As described in the Initial Affidavit, in September 2022, the DCL Group conducted a marketing process in consultation with its investment banker, TM Capital for the sale of the Assets prior to entering into the Original Stalking Horse APA. TM Capital:

- (a) developed a list of strategic parties that would potentially be interested in purchasing the DCL Group;
- (b) prepared a confidential information memorandum (“**CIM**”) and virtual data room (“**VDR**”) containing information about the DCL Group, its business, and the sale opportunity generally; and
- (c) invited potential bidders to conduct due diligence with respect to the opportunity, including allowing the bidders to review the CIM and VDR, and extending invitations to qualified parties to meet with the management of the DCL Group.⁸

10. All potential bidders were asked to submit indications of interest via letters of intent (“**LOI**”) by no later than November 30, 2022 (the “**LOI Submission Deadline**”). Various parties submitted LOI’s prior to the LOI Submission Deadline and one party submitted an LOI shortly thereafter.⁹

⁸ Fourth Davido Affidavit at para 39.

⁹ Fourth Davido Affidavit at para 40.

11. The DCL Group also obtained a credit bid from the Term Lenders (as defined in the Initial Affidavit) which, through extensive negotiations, culminated in the execution of the Original Stalking Horse APA on December 22, 2022.¹⁰

12. The Original Stalking Horse APA was then amended and restated as the Sale Agreement on February 13, 2023.¹¹

13. Following the commencement of these proceedings and the Chapter 11 Proceedings, TM Capital had continued to actively market the Assets, including outreach to over 150 potential bidders. A number of parties had expressed an interest in the DCL Group and TM Capital, and the DCL Group management team provided increased diligence access, management meetings and facility tours as the parties moved toward the Bid Deadline.¹²

14. With the granting of the Bidding Procedures Order by this Court and the US Bankruptcy Court, TM Capital and the Applicant were able to convey additional certainty to potential bidders with the benefit of a court sanctioned process. Pursuant to the Final Bidding Procedures, the DCL Group offered for sale its entire business, including non-overlapping bids from multiple bidders. As a stalking horse bid, the Original Stalking Horse Agreement, as amended and restated on February 13, 2023 (the “**Sale Agreement**”), acted as a floor against which all future bids received could be assessed.¹³

15. Under the terms of the Final Bidding Procedures, binding offers were due by 5:00 p.m. on March 10, 2023 (Eastern time) (the “**Bid Deadline**”).¹⁴ No competing bids were received by the

¹⁰ Fourth Davido Affidavit at para 41.

¹¹ Fourth Davido Affidavit at para 39.

¹² Fourth Davido Affidavit at para 43.

¹³ Fourth Davido Affidavit at para 44.

¹⁴ Fourth Davido Affidavit at para 18.

Bid Deadline and Pigments¹⁵ therefore was deemed to be the Successful Bidder (as defined in the Final Bidding Procedures) and the Sale Agreement became the Successful Bid under the Final Bidding Procedures.¹⁶

B. The Forbearance Period

16. The Applicant and DCL US initially sought approval of the Sale Agreement before their respective courts on March 16, 2023.¹⁷

17. The Transaction was originally contemplated to close on March 17, 2023;¹⁸ however, due to certain external factors, including the time required to complete and obtain certain required regulatory registrations and approvals, Closing was delayed up to April 14, 2023. As the DIP ABL Facility matured on March 17, 2023, the parties agreed that requesting a short adjournment of the Sale Approval Motion was prudent to allow the parties time to settle extended financing terms in connection the Final DIP ABL Credit Agreement and revise the Sale Agreement, to among other things, provide for revised timelines and address other matters related to the delay in Closing.¹⁹ The requested adjournment to March 29, 2023, was granted by Justice Osborne on March 16, 2023.²⁰

18. The hearing before the US Bankruptcy Court was also adjourned to March 29, 2023.²¹

¹⁵ Pigments is the assignee of the original Purchaser under the Sale Agreement, Pigments Holdings, Inc.

¹⁶ Fourth Davido Affidavit at para 45.

¹⁷ Supplemental Davido Affidavit at paras 7, 9.

¹⁸ Affidavit of Scott Davido sworn March 28, 2023 at para 6 [*Supplemental Davido Affidavit*].

¹⁹ Supplemental Davido Affidavit at para 7.

²⁰ Supplemental Davido Affidavit at para 7.

²¹ Supplemental Davido Affidavit at para 9.

C. The Second Amended and Restated Sale Agreement

19. As stated above, the parties agreed to delay Closing to no later than April 14, 2023.²² As a result of issues arising from this delay, the parties amended and restated the Sale Agreement in the form of the Second Amended and Restated Sale Agreement.²³

20. The Purchase Price under the Sale Agreement is estimated to be in the range of approximately \$166.2 million to \$170.9 million.²⁴ The Purchase Price will be satisfied through a combination of a credit bid and cash consideration.²⁵ All obligations owing under the Final DIP ABL Credit Agreement and the ABL Credit Agreement (as defined in the Initial Affidavit) are to be repaid on Closing.²⁶ The Purchase Price in the Second Amended and Restated Agreement has increased by the amount of certain professional fees payable by Pigments on Closing.

21. A non-exhaustive description of the benefits of the Second Amended and Restated Sale Agreement is set out in the Fourth Davido Affidavit.²⁷ In summary, the key benefits provided by the Second Amended and Restated Sale Agreement include:

- (a) preserving the employment of substantially all of the Applicant's active employees, other than those at the Ajax Plant where operations have been discontinued;
- (b) the Applicant's ability to continue its existing supply relationship with its suppliers in North America and globally, who will continue to have a viable, recapitalized customer;

²² Supplemental Davido Affidavit at para 34.

²³ Supplemental Davido Affidavit at para 34.

²⁴ Fourth Davido Affidavit at para 48.

²⁵ Fourth Davido Affidavit at para 47.

²⁶ Fourth Davido Affidavit at para 47, 53.

²⁷ Fourth Davido Affidavit at para 51.

- (c) an uninterrupted supply of goods for the Applicant's third party customers serviced by its Mississauga plant;
- (d) the allocation of \$575,000 of the Designated Amount to the Monitor on behalf of the Applicant to conduct an orderly wind-down;
- (e) the funding of a CCAA Cash Pool in the amount of \$750,000 to be used to the benefit of the Applicant's estate, including any cost of administration of the CCAA proceedings; and
- (f) all material closing conditions are expected to be satisfied.²⁸

22. The key changes in the Second Amended and Restated Sale Agreement from the prior Sale Agreement relate to (i) the assignment by the original purchaser to the ultimate purchasers; (ii) provisions dealing with the deferral of fees by restructuring professionals until Closing and protections in the event Closing does not occur; (iii) the inclusion of closing steps to achieve certain tax efficiencies; (iv) revisions regarding retiree benefits (that do not adversely affect retirees relative to what was originally permitted under the Sale Agreement); (v) the inclusion of a revised closing condition requiring the DCL Group not to borrow outside of its borrowing base formula; and (vi) certain clean-up changes.²⁹

PART III - ISSUES

23. The issues to be considered on this motion are whether:
- (a) the Approval and Vesting Order should be granted; and
 - (b) the Stay Extension Order should be granted.

²⁸ Fourth Davido Affidavit at para 51.

²⁹ Supplemental Davido Affidavit at para 35.

PART IV - THE LAW AND DISCUSSION

A. The Approval and Vesting Order should be granted

24. Section 36 of the CCAA authorizes this Court to approve a sale of a debtor company's assets outside of the ordinary course of business.³⁰ Pursuant to subsection 36(6), any such sale may be authorized "free and clear of any security, charge or other restriction."³¹ In deciding whether to authorize such a sale, subsection 36(3) of the CCAA requires courts to consider the following non-exhaustive factors:

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;
- (c) whether the monitor filed with the court a report stating that, in its opinion, the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- (d) the extent to which the creditors were consulted;
- (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
- (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.³²

³⁰ CCAA, s 36(1).

³¹ CCAA, s 36(6).

³² CCAA, s 36(3); [Nelson Education Ltd, Re, 2015 ONSC 5557](#) at para 38 [Nelson]; [Target Canada Co, Re, 2015 ONSC 1487](#) at paras 14-15 [Target Canada]; [Canwest Publishing Inc/Publications Canwest Inc, Re, 2010 ONSC 2870](#) at para 13 [Canwest].

25. These factors overlap with the court-articulated factors set out in *Royal Bank of Canada v Soundair Corp* (“*Soundair*”), which preceded the enactment of section 36:

- (a) whether sufficient effort has been made to obtain the best price and the debtor has not acted improvidently;
- (b) the efficacy and integrity of the process by which offers have been obtained;
- (c) whether the interests of all parties have been considered; and
- (d) whether there has been unfairness in the working out of the process.³³

26. Applied here, the factors enumerated in subsection 36(3) of the CCAA and *Soundair* support the approval of the Second Amended and Restated Sale Agreement and the granting of the Approval and Vesting Order:

- (a) **The Stalking Horse Sales Process was reasonable**

27. The Sale Agreement was the culmination of a comprehensive, fair and transparent court-approved sales process conducted by TM Capital with the assistance of the Applicant and the oversight of the Monitor.³⁴ The Transaction under the Sale Agreement was approved as the stalking horse bid. Its designation as the Successful Bid was clearly contemplated as a possible outcome at the time the Stalking Horse Sales Process was approved by this Court and thought to be a reasonable and appropriate basis on which to compare and assess competing bids. The Second Amended and Restated Sale Agreement is substantially the same as the Sale Agreement approved pursuant to the Bidding Procedures Order in terms of the material benefits it provides to stakeholders.³⁵

³³ [Royal Bank v Soundair Corp, \[1991\] 46 OAC 321](#) at para 16; *Nelson*, *ibid* at paras 37-38; *Target Canada*, *ibid* at para 17; *Canwest*, *ibid* at para 13.

³⁴ Fourth Davido Affidavit at paras 39-40.

³⁵ Fourth Davido Affidavit at para 17.

(b) The Monitor approved the process leading to the proposed sale

28. The Monitor is supportive of the Transaction and is satisfied sufficient effort was made to get the best price for the Assets and that further marketing efforts are not required. The Monitor approved of the sale and marketing process and monitored DCL Group's compliance with the Final Bidding Procedures leading to the Transaction.³⁶

(c) The Transaction is more beneficial to the DCL Group's creditors and other interested parties than a sale or disposition under bankruptcy

29. The Transaction benefits the whole economic community by providing a going concern solution for the Applicant and the other members of the DCL Group,³⁷ thereby preserving the jobs of the DCL Group's active employees, as well as critical economic relationships with multiple suppliers, customers, and other stakeholders, including through the provision of the CCAA Cash Pool for the Applicant's unsecured creditors, following payment of the costs of administration of the CCAA proceedings.³⁸

30. The Monitor has expressed its view that the Transaction provides stakeholders greater recovery than could be realized in a liquidation or bankruptcy.³⁹

(d) The DCL Group's creditors were consulted

31. The Transaction is supported by the DCL Group's two principal secured creditors.⁴⁰ The Term Lenders are, through their various assignees, the purchasers under the Second Amended and

³⁶ Fourth Report of the Monitor dated March 28, 2023 at para 8.2 [*Fourth Report*].

³⁷ The Ajax Plant operations have been discontinued by the Applicant and is to be acquired on an idled basis by the Stalking Horse Bidder under the Stalking Horse APA.

³⁸ Fourth Davido Affidavit at para 51.

³⁹ Fourth Report at para 8.2.

⁴⁰ Fourth Davido Affidavit at paras 52, 60.

Restated Sale Agreement and thus are supportive of the Transaction. The DIP Agent was consulted through the process and supports the Transaction.⁴¹

(e) **The Transaction is in the best interests of stakeholders**

32. The Applicant also believes that the Transaction represents the best alternative for the DCL Group as it provides a going concern transaction for the benefit of DCL Group's stakeholders. As stated above, the Transaction preserves employment and strengthens the existing supply relationship with the Applicant's suppliers in North America and globally. It also provides for the CCAA Cash Pool giving unsecured creditors an opportunity to see some recovery on their claims.⁴²

(f) **The Transaction is the best alternative at this time and the consideration provided is fair in the circumstances**

33. The Final Bidding Procedures were approved by this Court and were carried out in accordance with its terms. The Applicant believes that the consideration to be received under the Transaction is fair and reasonable. The Applicant undertook a comprehensive sales and marketing process for the sale of DCL Group's business.⁴³ The DCL Group received and considered other LOIs.⁴⁴ The Transaction provides the greatest recovery available in the circumstances and has been entered into with the support of the Monitor and the DIP Agent. There is ample evidence that the market has been thoroughly tested to obtain the best price.⁴⁵

34. The Applicant respectfully submits that, for the forgoing reasons, the Transaction should be approved.

⁴¹ Fourth Davido Affidavit at paras 52, 60.

⁴² Fourth Davido Affidavit at para 51; Fourth Report at para 6.15.

⁴³ Fourth Davido Affidavit at para 39; Fourth Report at para 6.6.

⁴⁴ Fourth Davido Affidavit at para 40.

⁴⁵ Fourth Davido Affidavit at paras 39-40, 44-45; Fourth Report at para 8.2.

B. The Stay Extension Order should be granted

35. On an application other than an initial application, section 11.02(2) of the CCAA provides that the Court may make a stay order for any period that the Court considers necessary, if the applicant satisfies the Court that: (i) circumstances exist that make the order appropriate; and (ii) that the applicant has acted, and is acting, in good faith and with due diligence.⁴⁶

36. The Applicant intends to return to Court to request an order that would allow the Monitor to acquire additional powers allowing it to wind-down the Applicant's estate and take steps in connection with administering the CCAA Cash Pool. The Monitor will require that the stay of proceedings remain in place so that these steps can be conducted in an orderly manner.⁴⁷

37. The Applicant is seeking an extension of the Stay Period to facilitate this process.⁴⁸ The Supplemental DIP Budget indicates that the Applicant will have sufficient liquidity to meet its post-filing obligations until Closing and the Canadian Designated Amount Portion is projected to provide sufficient liquidity for the Applicant through the end of the proposed Extended Stay Period.⁴⁹

38. Since the granting of the Initial Order, the Applicant has acted and continues to act in good faith and with due diligence to complete a going concern sale under the CCAA, while maintaining ordinary course business operations.⁵⁰ The Monitor supports the requested extension of the Stay Period.⁵¹

⁴⁶ CCAA, s 11.02(2)-(3).

⁴⁷ Fourth Davido Affidavit at para 56.

⁴⁸ Fourth Davido Affidavit at para 3, 57.

⁴⁹ Fourth Report at paras 5.2, 6.4.

⁵⁰ Fourth Davido Affidavit at para 59.

⁵¹ Fourth Report at para 6.17.

PART V - RELIEF REQUESTED

39. For the foregoing reasons, the Applicant submits that the relief sought herein is appropriate in the circumstances and respectfully requests that this Court grant the proposed form of Approval and Vesting Order and the Stay Extension Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 28th day of March 2023.

Blake Cassels & Graydon LLP

Blake, Cassels & Graydon LLP
Lawyers for the Applicant

SCHEDULE “A”

LIST OF AUTHORITIES

<u>Case</u>	
1.	<i>Nelson Education Ltd, Re</i>, 2015 ONSC 5557
2.	<i>Target Canada Co, Re</i>, 2015 ONSC 1487
3.	<i>Canwest Publishing Inc/Publications Canwest Inc, Re</i>, 2010 ONSC 2870
4.	<i>Royal Bank v Soundair Corp</i>, [1991] 46 OAC 321
5.	<i>Terrace Bay Pulp Inc., Re</i>, 2012 ONSC 4247
6.	<i>Sanjel Corporation, Re</i>, 2016 ABQB 257

SCHEDULE “B”

RELEVANT STATUTES

Companies’ Creditors Arrangement Act, R.S.C., 1985, c. C-36

Stays, etc. — other than initial application

11.02(2) A court may, on an application in respect of a debtor company other than an initial application, make an order, on any terms that it may impose,

- (a) staying, until otherwise ordered by the court, for any period that the court considers necessary, all proceedings taken or that might be taken in respect of the company under an Act referred to in paragraph (1)(a);
- (b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and
- (c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

Burden of proof on application

(3) The court shall not make the order unless

- (a) the applicant satisfies the court that circumstances exist that make the order appropriate; and
- (b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence.

Restriction on disposition of business assets

36 (1) A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.

Factors to be considered

(3) In deciding whether to grant the authorization, the court is to consider, among other things,

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;

(c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

Assets may be disposed of free and clear

(6) The court may authorize a sale or disposition free and clear of any security, charge or other restriction and, if it does, it shall also order that other assets of the company or the proceeds of the sale or disposition be subject to a security, charge or other restriction in favour of the creditor whose security, charge or other restriction is to be affected by the order.

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Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

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(Returnable March 29, 2023)

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