



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL

DATE: February 2, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD v. 2011836
ONTARIO CORP et al

BEFORE: JUSTICE STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jeff Larry	Counsel for Albert Gelman Inc (Receiver)	jeff.larry@paliareroland.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	Counsel for Cameron Stephens Mortgage Capital Ltd..	wgreenspoon@garfinkle.com
Laura Culleton	Counsel for Windsor Private Capital Limited Partnership	laurac@chaitons.com
Greg Azeff	Counsel for 2011836 Ontario Corp	gazeff@millertomson.com

For Other, Self-Represented:

		Contact Info
--	--	--------------

Bryan Gelman	Receiver Albert Gelman Inc.	bgelman@albertgelman.com
Ryan Shah	Receiver Albert Gelman Inc.	ryan.shah@paliareroland.com
Tom McElroy	Receiver Albert Gelman Inc.	tmcelroy@albertgelman.com

ENDORSEMENT OF JUSTICE STEELE:

- [1] This is a motion by the Receiver for an increase to the Receiver’s borrowing limit from \$7 million to \$9.5 million, an order sealing the report of Glynn Group Incorporated (confidential appendix A to the Receiver’s First Report), and approval of the First Report.
- [2] No one opposed the relief sought on the motion. Counsel for Fansway Wang, the sole director of 2011836 Ontario Corp., noted that although they were not opposing the relief sought by the Receiver on this motion, Mr. Wang remains unsatisfied with the level of disclosure provided.
- [3] With regard to the requested increase to the borrowing limit, the Receiver is continuing the construction of the Jefferson Properties, owned by the debtors, under the receivership. The Receiver has borrowed approximately \$5.7 million from Cameron Stephens to fund the continued construction of the Project. However, the Receiver requires additional funding to continue the construction. As noted in the First Report: “Additional funding will be required in order to continue and complete the construction of the Project including payment of the construction manager, trade contractors, suppliers, consultants, administrative costs and professional fees.”
- [4] The Receiver had initially sought an increase of \$13 million to the borrowing limit. However, the Receiver subsequently modified its request provided that the matter could return to court within the next four weeks so that the Receiver could request a further increase to the borrowing limit.
- [5] **The Receiver’s motion is scheduled for March 4, 2024 at 11 am (90 minutes).**

Should the Sealing Order be approved?

- [6] I am satisfied that it is appropriate to approve the time limited sealing of Confidential appendix A to the Receiver’s First Report.
- [7] The Receiver requests the sealing of the report of Glynn Group until the Project (as defined in the First Report) is complete and all the units are sold or further Court order. The Glynn Report contains significant information regarding the development, including costing information. Among other things, the Glynn Report includes a detailed budget including an estimate of the costs to complete the Project. The Receiver noted that if, for example, a trade had to be replaced, it would be prejudicial for the information in the report to be public because the Receiver would not then be able to get the best offers. In addition, the Glynn Report contains sales information on the units that have been sold. There are still 17 units that are not sold, which the Receiver intends to sell. The Receiver noted that having the sales data known could prejudice its efforts to sell the remaining units at the best price possible.

- [8] The Receiver submits that a sealing order in respect of the Glynn Report is a minimally intrusive means of protecting the confidentiality of the Glynn Report to ensure that the Receiver can maximize value for all stakeholders in its future efforts to market the Project.
- [9] Subsection 137(2) of the *Courts of Justice Act* provides that the Court may order that any document filed in a civil proceeding be treated as confidential, sealed, and not form part of the public record. In addition to the jurisdiction under the CJA, the Court has the inherent jurisdiction to issue sealing orders: *Fairview Donut Inc. v. The TDL Group Corp.*, 2010 ONSC 789, at para. 34.
- [10] The requested sealing order is limited in scope (only confidential appendix A) and in time (until the Project is complete and all of the units are sold or further Court order). The proposed partial sealing order balances the open court principle and legitimate commercial requirements for confidentiality in the circumstances. In my view, the benefits of the requested sealing order outweigh the negative effects. The sealing order will ensure that the commercially sensitive information contained in the appendix is not available to the public prior to the completion of the Project. This outweighs any negative effect that may result from temporarily restricting public access to a limited amount of information.
- [11] I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and satisfied the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2002 SCC 41 requirements, as modified in *Sherman Estate v. Donovan*, 2021 SCC 25.
- [12] The Receiver is directed to provide the sealed confidential appendix to the Court clerk at the filing office in an envelope with a copy of this endorsement and the signed order (with the relevant provisions highlighted) so that the confidential appendix can be physically sealed.
- [13] Order attached.

A handwritten signature in blue ink, appearing to be 'J. P. [unclear]', is centered on the page.