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Message

We attach herewith and serve upon you pursuant to the *Rules of Civil Procedure* and the Bankruptcy and Insolvency General Rules,

1. Notice of Appeal;
2. Appellant's Certificate re Evidence; and
3. Notice of Motion for Leave to Appeal.

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Court of Appeal File No.
Court File No. 31-OR-208439-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF GUO LI CHUN,
residing in the Province of Ontario and/or carrying on business in the Province of Ontario and with property located in the Province of Ontario.

NOTICE OF APPEAL

THE RESPONDENT (APPELLANT IN APPEAL), Li Chun GUO (the "**Appellant**") APPEALS to the Court of Appeal for Ontario from the Bankruptcy Order of the Honourable Madam Justice Conway dated October 29, 2020, as amended on November 2, 2020, made at Toronto (the "**Order**").

THE APPELLANT ASKS that the Order be set aside, and that judgment be granted as follows:

a) Dismissing the bankruptcy application (the "**Application**") brought by the Respondents to this appeal, Barclays Bank PLC, CICC Hong Kong Finance (Cayman) Limited, Credit Suisse AG Hong Kong Branch, Haitong International Investment Solutions Limited, Morgan Stanley N.A., and Goldman Sachs International (collectively, the "**Respondents**");

b) Awarding the Appellant costs of the Application and the appeal on a full indemnity basis, fixed and payable within 30 days; and

c) Such further and other relief as counsel may request and this court permits.

THE GROUNDS OF APPEAL are as follows:

1. The fundamental question before the court was whether the Respondents had met their burden to strictly prove the essential elements of bankruptcy with admissible evidence. It is well-

settled law in Ontario that, given the significant consequences of bankruptcy on a respondent, a bankruptcy order will only be granted if the essential elements required for a bankruptcy order have been strictly proven.

2. The Respondents commenced the Application to appoint a licensed insolvency trustee over the property of the Appellant, who is a non-resident Canadian citizen who signed an accommodation guarantee to support her husband's business ventures.

3. The Application Judge granted the Order, adjudging the Appellant bankrupt and appointing a licensed insolvency trustee. In oral reasons dated October 29, 2020 (the "**Oral Reasons**")—which have not yet been provided to the parties—the Application Judge found, *inter alia*, that the Appellant was a "debtor" as defined in section 2 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), with debts to the Respondents of $1,000 and who had committed an act of bankruptcy within the six-month period preceding the filing of the application for bankruptcy order. The Application Judge found that the Respondents had met their burden to prove the essential elements of the bankruptcy on a balance of probabilities and refused to exercise her residual discretion under subsection 43(7) of the BIA to refuse to grant the Order.

4. The Order must be set aside and the bankruptcy application dismissed. The essential elements of the bankruptcy, including that the Appellant is a "debtor" under the BIA, with a debt of $1,000 to the Respondents and who failed to meet her liabilities to her general body of creditors, are not made out on admissible evidence in the record. The Oral Reasons disclose significant errors requiring appellate intervention.

The Parties

5. The Appellant is a former Ontario resident who now resides in the State of New Jersey and in Hong Kong. The Appellant focuses her time on raising her children, while her husband, Mr.

Zheng Yao LU ("**Mr. Lu**"), is the directing mind for all the family's business activities, from his residence in the People's Republic of China.

6. For approximately two years, Mr. Lu was the chairman and non-executive director of Luckin Coffee Inc. ("**Luckin Coffee**"), China's pre-eminent coffee retailer.

7. The Appellant primarily speaks Mandarin. Her English language skills remain at a conversational level. The Appellant's facility with English is not strong enough to understand complex legal documents, such as the loan documents underpinning the Respondents' bankruptcy application.

8. The Respondents are an offshore syndicate of six financial institutions.

The Facility Agreement and Guarantee

9. In September 2019, Mr. Lu arranged for the Respondents to provide a loan to Haode Investments Inc. (the "**Borrower**"), a British Virgin Islands-incorporated company. The loan was secured by a pledge of shares in Luckin Coffee (the "**Luckin ADS Shares**") held by certain corporations. Both Mr. Lu and the Appellant were guarantors. The terms of the loan were stated in a credit facility agreement dated September 10, 2020, as amended and restated from time to time (the "**Facility Agreement**").

10. Under the Facility Agreement, the Respondents appointed Credit Suisse AG, Singapore Branch as the facility agent, security agent, and calculation agent (in such capacities, the "**Agent**").

11. On April 2, 2020, Luckin Coffee disclosed an investigation into an internal fraud, causing the value of the Luckin ADS Shares to plummet. This caused the Respondents to begin a series of international enforcement actions against the Borrower, the other pledgors under the Facility Agreement and, eventually, the Appellant personally on her guarantee.

12. The Appellant signed a guarantee (the "**Guarantee**") in the Facility Agreement and executed the Facility Agreement in her capacity as a signatory for the Borrower and certain obligors. The Appellant signed the Guarantee to accommodate Mr. Lu, who had arranged and negotiated the loan on the Borrower's behalf and without the Appellant's participation. When she signed the Guarantee, the Appellant had only a limited understanding of the Facility Agreement and Guarantee.

Key Terms of the Facility Agreement

13. Pursuant to section 17.1 of the Facility Agreement, the Guarantee is a demand guarantee. The Appellant's obligations under the Guarantee do not arise until it is shown that the loan amount is due and owing from the Borrower, has not been repaid by the Borrower when demanded, and demand has been made on the guarantors.

14. Pursuant to sections 26.1(a), and 26.2(h) and (i) of the Facility Agreement, the security agent centrally holds all of the collateral standing as security for the loan and the Respondents do not have any independent right to enforce their security. This concept of centralized control by the Agent, in its various roles, is also apparent from sections 25.1(b) and (e), 27(1)(b), and 27.4(c) of the Facility Agreement, which appoint the Agent as facility agent and calculation agent and describe its rights and obligations in such capacities.

15. Pursuant to sections 28 and 29 of the Facility Agreement, the Respondents agreed amongst themselves and with the other parties that they would share funds recovered from the Borrower or guarantors *pro rata*. No Respondent that recovered proceeds was permitted to retain more that such party's *pro rata* share. This indicates an intention for the Respondents to be "tied at the hip" in relation to the loan and their rights to collect amounts allegedly owing, making them a single creditor rather than a group of individual creditors.

Evidence

16. The Respondents bear the burden of strictly proving the elements required for a bankruptcy order using the best evidence, all of which evidence must be admissible. The Respondents bear the onus of making their case on a balance of probabilities. In disputing the Application, the Appellant does not have any positive evidentiary obligation or onus of proof.

17. The Respondents' evidence on the Application consisted of five identical affidavits, sworn by individuals representing the lenders under the Facility Agreement. The deponents were each involved in the Facility Agreement to varying degrees. However, upon cross-examination by the Appellant's legal counsel, each of the deponents admitted that he lacked personal knowledge of essential facts alleged in the application, including

a. whether the Respondents advanced funds under the Facility Agreement to the Borrower;

b. whether the Respondents provided notice of default (including demand for a top-up of security) under the Facility Agreement to the Borrower;

c. whether the Respondents made demand on the Borrower; and

d. whether the Respondents made demand on the Appellant.

18. The facts alleged in the Application were therefore not verified by personal knowledge, as required under subsection 43(3) of the BIA. The Respondents' witnesses had, at best, information and belief evidence about these essential facts, but misrepresented the nature of their knowledge in their affidavits by incorrectly stating that all facts in their affidavit and in the bankruptcy application were within their personal knowledge and by failing to disclose information and belief evidence or identify its source.

19. Further, upon cross-examination, the Agent's deponent admitted that he did not read the application for bankruptcy order before affirming his affidavit. That witness who, unlike the other

Respondents, was an employee of the Respondent that was the most directly involved in the Facility Agreement, could not have attested to the truth of a document that he never read.

Errors in the Application Judge's Oral Reasons

20. The Application Judge erred in holding that the requirements for a bankruptcy order under subsection 43(1) of the BIA had been proven as required under subsection 43(6). Even though the Respondents' deponents were each involved to some extent with the loan to the Borrower, each witness admitted that he was not the individual who personally observed or carried out the wiring of funds, the making of demand upon the Borrower, or the making of demand upon the Appellant. Although other employees of the Respondents who had actual personal knowledge of these facts could have been produced as witnesses, the Respondents chose not to produce such individuals and failed to demonstrate that providing direct evidence would have been overly burdensome. In fact, the Respondents ultimately *did* attempt to late-file an affidavit from a new witness purporting to have personal knowledge (which affidavit was ultimately not allowed into the record on the Application).

21. As a result, the Respondents failed to prove essential elements of the Application through the personal knowledge of witnesses, as is required under subsection 43(3) of the BIA, and the Application Judge therefore erred in concluding that the requirements for a bankruptcy order had been met. In particular, the Application judge erred in concluding, in the absence of proper and sufficient admissible evidence, that

a. the Borrower's debt was due and owing to the Respondents;

b. the Borrower had failed to pay such debt;

c. the Appellant became liable under the Guarantee;

d. the Appellant is not an "insolvent person" or a "debtor" under the BIA; and

e. the Appellant ceased to meet her liabilities as they become due.

22. On the issue of whether the Appellant became liable under the Guarantee, the Application Judge erred by finding that consideration was provided for the Guarantee because the Appellant is a beneficiary of the trust (the "**Lu Family Trust**") that indirectly owns the Borrower. The Appellant is one of several beneficiaries of the Lu Family Trust, and there is no evidence in the record that the Appellant has received (or has any clear right to receive) any distributions or other benefits from the Lu Family Trust. There is also no evidence that consideration flowed to third parties.

23. The Application Judge erred in law regarding what criteria must be met to satisfy the business records exception under the *Evidence* Act, RSO 1990, c E-23 and *Canada Evidence Act*, RSC 1985, c C-5 and further erred in finding that the notices allegedly sent pursuant to the Facility Agreement were admissible as business records. The Respondents failed to lead the required evidence to support their claim that these were business records.

24. The Application Judge erred in finding that the Respondents are multiple creditors for purposes of the BIA, when a complete reading of the Facility Agreement indicates that the lenders are bound together as one single creditor, who are represented in enforcement actions by the Agent. The Respondents are, at most, a single creditor, and for a single creditor to commit the act of bankruptcy under subsection 42(1)(j) of the BIA of ceasing to meet her liabilities generally as they become due, there must be

a. repeated demands for payment within the six-month period preceding the bankruptcy application;

b. a significantly large debt and fraud or suspicious circumstances in the way the debtor has handled its assets which require that the process of the BIA be set in motion; or

c. an admission by the debtor of its inability to pay creditors generally without identifying the creditors.

25. None of these special circumstances is present or even alleged. The Court of Appeal for Ontario has recently confirmed that the mechanisms of the BIA are intended to be for the benefit of the body of creditors generally, rather than a single creditor.

26. Even if the Respondents met their burden of proving the elements of bankruptcy on admissible evidence, which the Appellant denies, the Application Judge erred in refusing to exercise her residual discretion to decline to grant a bankruptcy order given the surrounding circumstances of the case, including the Appellant's and Respondents' lack of material ties to Canada.

27. The errors of fact and of mixed fact and law committed by the Application Judge constitute palpable and overriding errors.

28. The Appellant reserves the right to amend this Notice of Appeal and to advance other grounds of appeal once it receives the transcript of the Application Judge's Oral Reasons, which reasons are in the process of being transcribed and approved by the court.

29. The appeal involves the future legal rights of the Appellant to exercise control over her property and affairs.

30. The property involved in the appeal exceeds in value $10,000. The amounts claimed by the Respondents in their application for bankruptcy order is US$324,135,766. The value of the Appellant's property in Canada that is subject to the Order exceeds $7,000,000.

31. Given the Application Judge's legal error in incorrectly applying recognized evidentiary standards in Ontario for disputed bankruptcy applications, this appeal raises issues of importance to the practice of bankruptcy and insolvency law under the BIA.

32. The appeal sought will not unduly delay the progress of the proceedings. Any delay is unlikely to reduce the Applicants' ultimate recoveries if the appeal is dismissed. In contrast, the Appellant will suffer serious and irreparable harm if her property is liquidated.

33. Such further and other grounds as counsel may advise.

THE BASIS OF THE APPELLATE COURT'S JURISDICTION IS AS FOLLOWS:

(a) This court has jurisdiction in respect of the appeal from the Order under (i) BIA ss. 183(2) and 193 (a) and (c); and (ii) *Rules of Civil Procedure*, RRO 1990, Reg 194, rule 61.

(b) The Order appealed from is final.

(c) The appeal is as of right to the Court of Appeal for Ontario pursuant to subsections 193(a) and (c) of the BIA.

(d) Leave to appeal is not required. However, if leave to appeal is found to be required, the Appellant seeks leave to appeal under subsection 193(e) of the BIA.

November 4, 2020

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Applicants

and

Guo Li Chun
Respondent

Court of Appeal File No.
Court File No. 31-OR-208439-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPEAL

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Court of Appeal File No.
Court File No. 31-OR-208439-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF GUO LI CHUN,
residing in the Province of Ontario and/or carrying on business in the Province of Ontario and with property located in the Province of Ontario.

APPELLANT'S CERTIFICATE

THE RESPONDENT (APPELLANT IN APPEAL), LI CHUN GUO (the "**Appellant**"), certifies that the following evidence is required for the Appeal, in the Appellant's opinion:

1. The Affidavit of Wong Kok Hung affirmed June 3, 2020;
2. The Affidavit of Nan Yang affirmed June 3, 2020;
3. The Affidavit of Zhou Jiaxing sworn June 3, 2020;
4. The Affidavit of Kevin Woodruff sworn June 3, 2020;
5. The Affidavit of Christian Julien Claude Lhert affirmed June 3, 2020;
6. The Affidavit of Service of Anthony Lavarone, for service on the Appellant, sworn June 17, 2020;
7. The Affidavit of Service of Akiva Stern, for service of the Application Record on the Office of the Superintendent of Bankruptcy, sworn June 17, 2020;
8. The Affidavit of Service of Akiva Stern, for service on the proposed trustee KSV Kofman Inc., sworn June 15, 2020;

9. The Affidavit of Guo Li Chun affirmed August 23, 2020;

10. The Affidavit of Akiva Stern, sworn September 1, 2020; and

11. Transcript Brief dated October 21, 2020, containing:

    a. Cross-Examination Transcript of Wong Kok Hung dated September 29, 2020;

    b. Cross-Examination Transcript of Nan Yang dated September 29, 2020;

    c. Cross-Examination Transcript of Zhou Jiaxing dated September 30, 2020;

    d. Cross-Examination Transcript of Christian Julien Claude Lhert dated September 30, 2020;

    e. Cross-Examination Transcript of Jin Pao dated September 30, 2020;

    f. Cross-Examination Transcript of Kevin Woodruff dated October 1, 2020; and

    g. Cross-Examination Transcript of Li Chun Guo dated October 6, 2020.

November 4, 2020

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Barclays Bank PLC et al.
Applicants

and

Guo Li Chun
Respondent

Court of Appeal File No.
Court File No. 31-OR-208439-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

PROCEEDING COMMENCED AT
TORONTO

APPELLANT'S CERTIFICATE

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Court of Appeal File No.
Court File No. 31-OR-208439-T

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF THE BANKRUPTCY OF GUO LI CHUN,
residing in the Province of Ontario and/or carrying on business in the Province of Ontario and with property located in the Province of Ontario.

NOTICE OF MOTION (LEAVE TO APPEAL)

The respondent and moving party, Ms. Li Chun GUO (the "**Respondent**") will make a Motion to the Court of Appeal for Ontario in writing on a date to be fixed by the Registrar.

PROPOSED METHOD OF HEARING: The Motion is to be heard in writing, subject to further order of this Court.

THE MOTION IS FOR

(a) An order granting leave to appeal from the Bankruptcy Order of The Honourable Madam Justice Conway (the "**Application Judge**") dated October 29, 2020, as amended on November 2, 2020 (the "**Order**");

(b) The costs of this Motion; and

(c) Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

1. The Respondent seeks leave to appeal from the Order pursuant to subsection 193(e) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (as amended) (the "**BIA**"). The Order adjudged the Respondent bankrupt and appointed KSV Restructuring Inc. as licensed insolvency trustee (the "**Trustee**");

2. The Respondent's primary position is that an appeal from the Order exists as of right pursuant to subsections 193(a) and (c) of the BIA and that leave to appeal is not required. However, if leave to appeal is required, given the requirement to file an application for leave to appeal concurrently with a notice of appeal pursuant to Rule 31(2) of the *Bankruptcy and Insolvency General Rules*, CRC, c 368 (the "**BIA Rules**"), this notice of motion for leave to appeal will be filed concurrent with the Respondent's notice of appeal;

Background

3. The Applicants, a group of six offshore banks, commenced a bankruptcy application in Ontario (the "**Application**") based on an accommodation guarantee signed by the Respondent, a non-resident Canadian citizen who signed the guarantee to support her husband's business ventures;

4. Despite the Respondent's tenuous connection to Canada, the Applicant banks sought to avail themselves of Canada's bankruptcy system to enforce a purported debt under guarantee that they claim exceeds US$324,000,000;

5. The Respondent disputed the Application and the proceeding was transferred to a judge of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") for adjudication at a full bankruptcy hearing, which normally proceeds with *viva voce* testimony. In this case, the Application proceeded on only a paper record without *viva voce* testimony because the Applicants' witnesses (who all live outside Canada and who are apparently not Canadian citizens) were unable to travel to Ontario because of COVID-19 and the resulting border closure;

6. A bankruptcy application is quasi-criminal and requires strict proof using evidence of the highest character. Bankruptcy remedies should only be granted in the clearest of cases. The fact that the Application was heard on a paper record only does not detract from the significant standard of proof and evidentiary burden the Applicants must meet;

7. The Applicants alleged only a single act of bankruptcy, being that the Respondent ceased to meet her liabilities as they come due. The Applicants are only a single creditor and bankruptcy remedies are intended to be for the benefit of the general body of a debtor's creditors, rather than as an enforcement mechanism for the recovery of a single debt. The few recognized exceptions to this principle have no application in this case;

The Order

8. On October 27-28, 2020, the Application Judge heard the Application at an in-person hearing at the Court. On October 29, 2020, the Application Judge granted the Order and provided oral reasons (the "**Oral Reasons**"), which reasons are currently in the process of being transcribed;

9. In the Oral Reasons, the Application Judge found, *inter alia*, that the Respondent was a "debtor" as defined in section 2 of the BIA, with debts to the Applicants of $1,000 and who had committed the alleged act of bankruptcy within the six-month period preceding the filing of the application for bankruptcy order. The Application Judge found that the Applicants had met their burden to prove the essential elements of the bankruptcy on a balance of probabilities;

10. As a result of the Order, the Respondent is a bankrupt. KSV Restructuring Inc. was appointed Trustee;

The Test for Leave to Appeal is Met

(i) The Proposed Appeal is *Prima Facie* Meritorious

11. In granting the Bankruptcy Order, the Application Judge committed several errors of law or of mixed fact and law requiring appellate intervention. The fundamental question before the court was whether the Applicants had met their burden to strictly prove the essential elements of bankruptcy with admissible evidence. The only possible answer based on the record before the court was "no";

12. The Applicants purported to verify the facts alleged in their bankruptcy application by producing affidavits sworn by individuals representing the lenders. The deponents were each involved to varying degrees in the loan facility agreement (the "**Facility Agreement**") between (among others) the Applicant banks as lenders, Haode Investments Inc. as borrower (the "**Borrower**") and the Respondent as guarantor. However, upon cross-examination by the Respondent's legal counsel, each of the deponents admitted that he lacked personal knowledge of essential facts alleged in the application for bankruptcy order, including

a. whether the Applicants advanced funds under the Facility Agreement to the Borrower;

b. whether the Applicants provided notice to the Borrower of a default under the Facility Agreement;

c. whether the Applicants made demand upon the Borrower; and

d. whether the Applicants made demand on the Respondent under her guarantee, satisfying the condition precedent to her liability thereunder;

13. Along with other facts regarding jurisdictional issues under the BIA, these essential facts alleged in the Application were therefore not verified or proven by personal knowledge, as required under section 43(3) of the BIA. The Applicants' witnesses had, at best, information and belief evidence about these essential facts, but misrepresented the nature of their knowledge in their affidavits by incorrectly stating that all facts in their affidavit and in the bankruptcy application were within their personal knowledge, and by failing to disclose information and belief evidence or identify its source;

14. Further, upon cross-examination, the individual deponent representing the agent under the Facility Agreement—the party who was the most directly involved in managing the credit facility and enforcement process—admitted that he did not read the bankruptcy application before

affirming his affidavit. Clearly, this witness could not have attested to the truth of a document that he never read;

15. At the Application hearing, the elements of bankruptcy are to be proven using the best evidence. However, the evidence that the Applicants put forward to prove the essential elements of bankruptcy was information and belief evidence that is inadmissible to prove the truth of its contents. This was not the best evidence;

16. As a result, the evidentiary record on the essential elements of bankruptcy was insufficient for the Application Judge to have granted the Order. The Application Judge therefore erred in concluding that the requirements for a bankruptcy order had been met. In particular, the Application Judge erred in concluding that

a. the Borrower's debt was due and owing to the Applicants;

b. the Borrower had failed to pay such a debt;

c. the Respondent became liable under the guarantee;

d. the Respondent is an "insolvent person" or "debtor" under the BIA; and

e. the Respondent ceased to meet her liabilities as they became due;

17. By granting the Bankruptcy Order, the Application Judge failed to apply the correct standards of evidence for a disputed bankruptcy application;

(ii) <u>The Proposed Appeal Raises Issues of General Importance to Bankruptcy and Insolvency Practice</u>

18. An application for a bankruptcy order is the most consequential remedy available to a creditor under the BIA. Insolvency practitioners require certainty of the evidentiary burden that must be met on an application for a bankruptcy order, along with the principles the Court will consider in applying the test under the BIA to the facts of a given case;

19. Given the conflict between the Application Judge's treatment of the evidence before her on the Application and the recognized evidentiary standards in Ontario for disputed bankruptcy applications, the proposed appeal is significant to the practice of bankruptcy and insolvency law under the BIA;

20. It is important for the Court of Appeal to resolve this conflict and establish clear ground rules for the evidence required to prove a bankruptcy application. Equally important is guidance from the Court of Appeal that confirms that there is no onus of proof on a debtor in a disputed bankruptcy application;

(iii) The Proposed Appeal will not Unduly Hinder this Proceeding

21. The proposed appeal will not unduly hinder or obstruct the progress of this proceeding. As stated above, the present notice of motion for leave to appeal from the Order is being filed concurrent with a notice of appeal. The filing of the notice of appeal will result in an automatic stay of proceedings pursuant to section 195 of the BIA;

22. Although undoubtedly the Trustee is eager to begin to carry out its BIA duties, there is no urgency to do so in this case. The Respondent has moved swiftly to seek appellate intervention in accordance with the appeal provisions in the BIA;

23. Given that the Applicant foreign financial institutions are, at most, the Respondent's only creditor, and the evidence is that the Respondent's assets in Canada are worth approximately 1.6% of the Applicants' alleged claim, any delay is unlikely to reduce the Applicants' ultimate recoveries if the motion for leave (or the appeal) is dismissed. In contrast, the Respondent will suffer serious and irreparable harm if her real property is liquidated;

24. Finally, the proposed appeal raises questions of significance in this proceeding, as the dismissal of the Application sought by the Respondent will (subject to any further appeal) be dispositive of whether the Order stands;

25. Rules 39.01(5), 61.03.1 of the *Rules of Civil Procedure*, RRO 1990, Reg. 194;

26. Sections 2, 42(1)(j), 43(1), 43(3), 43(6), 43(7), and 193 of the BIA;

27. Rule 31(2) of the BIA Rules;

28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(a) The Order;

(b) The Application Judge's reasons released on a date to be determined;

(c) The Record of Proceedings before the Court; and

(d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 4, 2020

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Court of Appeal File No.
Court File No. 31-OR-208439-T

COURT OF APPEAL FOR ONTARIO

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION
(LEAVE TO APPEAL)

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