

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

B E T W E E N:

(Court Seal)

CORPORATION OF THE CANADIAN CIVIL LIBERTIES ASSOCIATION
AND LESTER BROWN

Applicants

and

WATERFRONT TORONTO REVITALIZATION CORPORATION, CITY OF
TORONTO, HER MAJESTY IN RIGHT OF ONTARIO as represented by the
MINISTER OF INFRASTRUCTURE, HER MAJESTY IN RIGHT OF
CANADA as represented by the MINISTER OF COMMUNITIES AND
INFRASTRUCTURE, AND THE ATTORNEY GENERAL OF CANADA

Respondents

APPLICATION under sections 2, 6(1) and 6(2) of the *Judicial Review Procedure Act*, R.S.O. 1990, c. J.1, as amended, and sections 2, 7, 8 and 24 of the *Charter of Rights and Freedoms*.

**NOTICE OF APPLICATION TO DIVISIONAL COURT
FOR JUDICIAL REVIEW**

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following page.

THIS APPLICATION for judicial review will come on for a hearing before the Divisional Court on a date to be fixed by the registrar at the place of hearing requested by the Applicants. The Applicants request that this application be heard at Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer,

serve it on the Applicants, and file it, with proof of service, in the office of the Divisional Court, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the office of the Divisional Court within thirty days after service on you of the Applicants' application record, or at least four days before the hearing, whichever is earlier.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN TO IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date April, 2019 Issued by _____
Registrar
Address of
court office: Osgoode Hall, 130 Queen Street West
Toronto, Ontario
M5H 2N5

TO: Waterfront Toronto Revitalization Corporation
20 Bay Street, Suite 1310
Toronto ON M5J 2N8

AND TO: Ministry of the Attorney General of Ontario
Crown Law Office (Civil Law)
720 Bay Street, 8th Floor
Toronto ON M7A 2S9

AND TO: Deputy Attorney General of Canada
Office of the Deputy Attorney General of Canada
284 Wellington Street
Ottawa ON K1A 0H8

AND TO: City of Toronto
Legal Services
Metro Hall
55 John Street, 26th Floor
Toronto ON M5V 3C6

APPLICATION

1. THE APPLICANTS MAKE THIS APPLICATION FOR:

- (a) a declaration under section 2(1)2 of the *Judicial Review Procedure Act*, R.S.O. 1990, c. J.1, as amended (the "**JRPA**"), that the decisions made by Waterfront Toronto Revitalization Corporation ("**Waterfront Toronto**") to approve and enter into the Framework Agreement on October 16, 2017 and the Plan Development Agreement as of July 31, 2018 ("**PDA**"), both with Sidewalk Labs LLC ("**Sidewalk Labs**"), were *ultra vires* its objects and powers under the *Waterfront Toronto Revitalization Corporation Act, 2002*, S.O. 2002, c. 28 (the "**WT Act**") and invalid;
- (b) if necessary, a declaration under section 2(1)2 of the *JRPA* that any decisions by the City of Toronto, Her Majesty in right of Ontario ("**Ontario**") and Her Majesty in right of Canada ("**Canada**") directing, permitting or acquiescing in Waterfront Toronto's decisions to enter into the Framework Agreement and PDA (collectively, the "**Quayside Agreements**") were *ultra vires* and invalid;
- (c) an Order in the nature of *certiorari* under section 2(1)1 of the *JRPA* quashing:
 - (i) the decisions of Waterfront Toronto to enter into the Framework Agreement and PDA; and
 - (ii) the decisions of the City of Toronto, Ontario and Canada in directing, permitting or acquiescing in Waterfront Toronto's decisions to enter into the Framework Agreement and PDA;

- (d) a declaration under section 24(1) of the *Canadian Charter of Rights and Freedoms* (the "**Charter**") that Waterfront Toronto has violated Canadians' personal and collective privacy rights under sections 2(c), 2(d), 7 and 8 of the *Charter* by entering into the Framework Agreement and PDA;
- (e) a declaration under section 24(1) of the *Charter* that the City of Toronto, Ontario and Canada have violated Canadians' personal and collective privacy rights under sections 2(c), 2(d), 7 and 8 of the *Charter* by authorizing Waterfront Toronto to enter into the Framework Agreement and PDA;
- (f) a declaration that the Framework Agreement and PDA are null and void;
- (g) if necessary, an interim, interlocutory, permanent injunction and/or *quia timet* injunction enjoining (1) Waterfront Toronto from approving the Master Innovation Development Plan ("**MIDP**") contemplated by the PDA, and (2) the City of Toronto from authorizing Waterfront Toronto to approve the MIDP in accordance with section 4 of the *JRPA*, section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 42, as amended, and Rule 40 of the *Rules of Civil Procedure*, as applicable;
- (h) if necessary, leave to make this application to a single judge of the Superior Court of Justice in accordance with section 6(2) of the *JRPA*;
- (i) if necessary, an Order abridging the time prescribed for service of the application record, or alternatively, dispensing with service;
- (j) an Order, in any event of the cause, that no costs be awarded to or against the Applicants; and

- (k) such further and other remedy and relief as to this Honourable Court may seem just in the circumstances.

THE GROUNDS FOR THE APPLICATION ARE:

1. OVERVIEW

1. Waterfront Toronto has entered into the Quayside Agreements with Sidewalk Labs (a sibling of Google LLC) to develop and build a smart city at Quayside (the "**Quayside Project**"), an undeveloped, 12-acre plot on Toronto's waterfront. This smart city will integrate a digital layer of sensors and detection devices into the physical infrastructure to capture and collect personal data from public spaces. The Quayside Agreements empower Sidewalk Labs and others to effect historically unprecedented, non-consensual, inappropriate mass-capture surveillance and commoditization of personal data of individuals who live in, work in or visit Quayside.
2. Under the PDA, Waterfront Toronto has agreed that the "access by and *potential* ownership of [Quayside] data by Waterfront Toronto, the City of Toronto, Province of Ontario or Government of Canada" will be addressed later in the MIDP, a plan that Sidewalk Labs is preparing.
3. As a corporation governed by the WT Act, Waterfront Toronto derives its powers from the WT Act or from a valid governmental delegation of authority. Waterfront Toronto has no authority under the WT Act or otherwise to create a digital data governance policy for Quayside. Nevertheless, Waterfront Toronto has purported to delegate to Sidewalk Labs the authority over and responsibility for personal data collected from Quayside.

4. Before developing or implementing the Quayside Project, the Respondent governments have the duty to develop a digital data governance policy to address the capture, collection, control, management, ownership, risks, exploitation and residency of the data collected. Instead, the Respondent governments have abdicated their duty.
5. By entering into or permitting or acquiescing in the decisions to approve the Quayside Agreements, the Respondents have violated or will violate Canadians' personal and collective privacy rights under sections 7 and 8 of the *Charter*, and their freedoms, and privacy rights in respect of the freedoms, of assembly and association under sections 2(c) and 2(d) of the *Charter*.
6. The Applicants ask this Court to quash the decisions of the Respondents that approved the Quayside Agreements, and declare that these agreements are null and void.

2. BACKGROUND

Parties

7. Lester Brown is a resident of Toronto and Ontario, and a citizen of Canada whose *Charter* rights have been or will be infringed by the actions of the Respondents.
8. The Corporation of the Canadian Civil Liberties Association ("**CCLA**") is an independent, national, non-governmental, charitable organization whose mandate is the protection of fundamental rights and freedoms of Canadians. The CCLA has appeared as a public interest litigant or intervener before all levels of the Court in Ontario and Canada since 1964. The CCLA seeks standing as a public interest litigant in this proceeding.

9. Waterfront Toronto was created by the three levels of government and is continued under the WT Act as a corporation without share capital (WT Act, s. 2(1)). Waterfront Toronto is composed of the members of its board of directors (the "**WT Board**") and is not a Crown agency (WT Act, s. 2(3)). The WT Board is composed of directors appointed from each level of government (WT Act, s. 5(1)).

10. Waterfront Toronto's objects and powers are strictly derived from and confined to those prescribed by the WT Act. The WT Act states:

Objects of the Corporation

3 (1) The following are the objects of the Corporation:

1. To implement a plan that enhances the economic, social and cultural value of the land in the designated waterfront area and creates an accessible and active waterfront for living, working and recreation, and to do so in a fiscally and environmentally responsible manner.

2. To ensure that ongoing development in the designated waterfront area can continue in a financially self-sustaining manner.

3. To promote and encourage the involvement of the private sector in the development of the designated waterfront area.

4. To encourage public input into the development of the designated waterfront area.

...

Same

(2) The Corporation shall carry out its objects so as to ensure that the revitalization of the designated waterfront area creates new economic growth, new jobs, diverse and dynamic new commercial, residential and recreational communities, new cultural institutions and new parks and green spaces for the public.

11. Waterfront Toronto is a public body subject to the routine and regular control of the Respondent governments. Waterfront Toronto derives its powers from statute and

performs a public function, including carrying out the specific policies of the governments' as set out in the WT Act. With the Quayside Agreements, Waterfront Toronto has purported to exercise a statutory power of decision and engaged broader public law interests. Its decisions are therefore subject to judicial review and to the *Charter*.

12. Sidewalk Labs is a limited liability corporation under the laws of the State of Delaware headquartered in New York City. It is a sibling of Google LLC and a subsidiary of Alphabet Inc. Sidewalk Labs describes itself as "an Alphabet company that uses new technology to address big urban challenges" by bringing together urbanists with technologists.
13. Google LLC is a market dominant colossus that harvests personal data and monetizes that data by mining it, packaging it and selling it to third parties.

Quayside Project

14. Quayside is situated on Toronto's eastern waterfront within walking distance of downtown Toronto. Most of Quayside is owned by Waterfront Toronto and is part of the "designated waterfront area" prescribed by the WT Act.
15. On March 17, 2017, Waterfront Toronto issued a Request for Proposals (the "**RFP**") for an "Innovation and Funding Partner" and selected Sidewalk Labs on September 12, 2017.
16. In its RFP response, Sidewalk Labs wrote, "Welcome to Quayside, the world's first neighbourhood built from the internet up"; "...what happens in Quayside will not stay in Quayside"; and the "ideas first tested there will take on new life when deployed at scale

across the Eastern Waterfront district". Sidewalk Labs plans to use Quayside as a "global testbed".

17. The smart city at Quayside will include a digital layer of sensors and detection devices (including low-bandwidth thermometers, air monitors, radar, LiDAR, location services and high-resolution cameras that capture millions of pixels dozens of times per second) to capture real-time data about the urban environment and achieve "ubiquitous sensing". The digital layer of sensors will be built into the physical infrastructure and generate a shared repository of data on the neighbourhood.
18. On October 16, 2017, Waterfront Toronto entered into the Framework Agreement with Sidewalk Labs "for the creation of the world's first urban district planned and executed at scale 'from the internet up'" at Quayside and the Eastern Waterfront, an approximately 880-acre area adjacent to Quayside.
19. Waterfront Toronto's prior experience had been limited to developing traditional mixed-use real estate developments. It had no experience with developing digital data infrastructure or digital data governance.
20. On July 31, 2018, Waterfront Toronto and Sidewalk Labs entered into the PDA, which superseded the Framework Agreement. Under the PDA, Waterfront Toronto agreed that the MIDP will include plans for both the 12-acre Quayside plot and the "MIDP Site", which is the entire designated waterfront area of approximately 2,600 acres. Waterfront Toronto does not own, and has no authority over, lands outside of Quayside.

21. Relevant terms of the PDA include:
- (a) the MIDP will be subject to the approval of Waterfront Toronto and Sidewalk Labs (s. 3.01(a));
 - (b) the PDA will terminate on September 30, 2019 if Waterfront Toronto and Sidewalk Labs have not approved the MIDP, and on December 31, 2019 if the "Principal Implementation Agreements" between Waterfront Toronto and Sidewalk Labs to implement the MIDP have not been approved (s. 9.01(a)(v) and (vi)); and
 - (c) Waterfront Toronto will not be liable to Sidewalk Labs for any amounts if the PDA terminates in accordance with its terms (s. 9.01(b)).

Decisions were not transparent or reasonable

22. The process that resulted in the Quayside Agreements was not transparent, reasonable or accountable.
23. Waterfront Toronto did not conduct the RFP in an open, fair or transparent manner. It provided Sidewalk Labs with advantages not afforded to other proponents.
24. The WT Board was pressured and rushed into approving the Quayside Agreements. For example, the WT Board was asked to approve the Framework Agreement after it was provided with only one business day to review it.
25. The public announcement of the Framework Agreement on October 17, 2017 by the Prime Minister, Premier, Mayor and Chair of Alphabet Inc. was scheduled on October 12, 2017,

one day before the WT Board received a copy of the Framework Agreement on October 13, 2017.

26. The majority of the WT Board approved the Quayside Agreements even though they did not have adequate time to conduct a meaningful review of, or obtain legal advice on, a complex and unprecedented transaction.
27. Waterfront Toronto did not adequately consult or obtain the approvals of the Respondent governments before it made the decisions that led to the approval of the Quayside Agreements.

Mass data capture regime at Quayside

28. In Quayside, Waterfront Toronto will effect historically unprecedented, non-consensual, inappropriate mass-capture surveillance and commoditization of individuals' personal information, and give a private-sector, for-profit, corporation the right to commercially exploit it.
29. Data captured from Quayside raises serious concerns about surveillance. It will not be feasible to obtain the meaningful, informed consent of individuals for the personal information captured in public spaces or ensure with certainty that such data is de-identified and not re-identified. In any case, surveillance and commoditization are purposes that a reasonable person would not consider appropriate in the circumstances, contrary to section 5(3) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2005, c. 5 ("*PIPEDA*").

3. Judicial Review and *Charter* Challenges

30. The Applicants advance two main challenges:

- (1) pursuant to sections 1 and 2(1) of the *JRPA* that the decisions of the Respondents that approved or led to the approval of the Quayside Agreements are *ultra vires* and void, and
- (2) the Respondents have violated or will violate Canadians':
 - (a) freedoms, and privacy rights in respect of their freedoms, of assembly and association under sections 2(c) and (d) of the *Charter*; and
 - (b) personal and collective privacy rights under sections 7 and 8 of the *Charter*.

(1) Judicial Review Challenge

31. The Applicants challenge the Respondents' decisions that approved or led to the approval of the Quayside Agreements on grounds that include the following:

- (a) Waterfront Toronto's decisions to approve the Quayside Agreements exceeded its objects and powers under the WT Act; and
- (b) in the alternative, Waterfront Toronto exercised its discretion under the WT Act for an improper purpose.

(a) Waterfront Toronto exceeded its legal authority

32. As a creature of statute, Waterfront Toronto must obtain its authority from statute or a sub-delegation of authority from government.

33. The WT Act does not give Waterfront Toronto the authority to make policy regarding the collection, ownership, control, management, use, storage and residency of data collected in the designated waterfront area.
34. Nor did any level of government legally delegate the power to make this policy to Waterfront Toronto.
35. Waterfront Toronto is accountable to and funded by Infrastructure Canada, the Ontario Ministry of Infrastructure, and the City of Toronto, each of which is governed by the *Canada Strategic Infrastructure Fund Act*, S.C. 2002, c. 9, the *Ministry of Infrastructure Act*, S.O. 2011, c. 9, and the *City of Toronto Act, 2006*, S.O. 2006, c. 11, respectively.
36. The *Canada Strategic Infrastructure Fund Act* does not specifically address delegation or authorize the Federal Minister of Infrastructure and Communities to delegate any relevant authority to Waterfront Toronto. Waterfront Toronto could not therefore have lawfully obtained the authority to enter into the Quayside Agreements from the Federal Minister.
37. Under the *Ministry of Infrastructure Act*, Ontario's Minister of Infrastructure has broad powers to review, make recommendations and establish policy on infrastructure matters in Ontario. Section 19(2) provides that the Minister may only delegate certain powers to a Crown agency. As Waterfront Toronto is not a Crown agency pursuant to s. 2(3) of its Act, the Minister of Infrastructure has no authority to delegate any powers to Waterfront Toronto.
38. Accordingly, any decision by Ontario's Minister of Infrastructure to purportedly authorize Waterfront Toronto to make policy on digital data governance for a smart city at Quayside

(by entering into the Quayside Agreements) constitutes an unlawful delegation of the Minister's power to set infrastructure policy, develop and implement plans and programs, and disseminate information.

39. The City of Toronto has broad authority under the *City of Toronto Act* to delegate its powers to any person or body subject to the limits set out in the statute. However, valid sub-delegation requires a positive act by the sub-delegator to vest the grant of authority in another.
40. The Applicants are not aware that the City of Toronto, Ontario or Canada delegated authority to Waterfront Toronto to make such policy or to sub-delegate this power to a third party, much less a private-sector, for-profit company like Sidewalk Labs.
41. On the contrary, Waterfront Toronto entered into the Framework Agreement without consulting the City of Toronto and the PDA without the approval of the City of Toronto.
42. If Waterfront Toronto did not have the legal authority to make policy for a smart city, it did not have the power to delegate to Sidewalk Labs the authority to make policy on digital data governance in the MIDP.

(b) Waterfront exercised its discretion for improper purposes

43. In the alternative, if Waterfront Toronto had the discretion to make policy for a smart city (which is denied), Waterfront Toronto exercised that discretion for an improper purpose by outsourcing that authority to Sidewalk Labs.
44. Further, the mass personal data capture regime planned for Quayside will violate privacy rights protected by federal and provincial privacy laws, including the *PIPEDA*, the

Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, for reasons including those described in paragraph 29 above. It will also violate Canadian's *Charter* rights and freedoms as discussed below.

45. Violation of federal and provincial privacy laws and the *Charter* is a purpose extraneous and unrelated to the objects and powers of Waterfront Toronto as specified in the WT Act.

(2) *Charter* challenge

46. As the Quayside Agreements entail a non-consensual, invasive, state-authorized and state-enabled mass-capture of Canadians' personal information, they are governmental acts that engage and breach, or threaten to breach, individuals' freedoms, and the privacy rights in respect of their freedoms, of assembly and association under sections 2(c) and (d) of the *Charter* respectively, as well as their right to privacy under section 7 (*life, liberty and security of the person*) and section 8 (*unreasonable search or seizure*) of the *Charter*.

Breach of sections 2(c) and (d): Freedoms of Assembly and Association

47. Pervasive surveillance chills associational and assembly freedoms. Harvested personal data (e.g., locations, mobility signatures and facial recognition) can be processed and correlated to identify individuals and reveal the people, groups, causes and activities with which they associate and assemble. The mere belief that private data may be used this way impairs the exercise of these fundamental freedoms.
48. There is a vital relationship between the freedom to associate, and privacy in one's associations. Violation of that privacy through persistent and pervasive data capture

imposes on citizens the involuntary surrender of the details of their associations. It also disrupts and discourages their gatherings (assembly).

49. The data capture will be or will likely be carried out without the meaningful informed consent of its target individuals and for inappropriate purposes under *PIPEDA*. The non-consensual surrender by the state to Sidewalk Labs and/or others of private data will discourage, limit or even make it impossible for individuals to assemble and associate freely and anonymously to pursue legitimate social goals, personal and public activities and civic engagements. This curtails or negates critical freedoms in a democracy where collective behaviour plays an important political and social role, namely, the freedoms guaranteed by sections 2(c) and (d) of the *Charter*.

Breach of section 7: Life, Liberty and Security of the Person

50. Section 7 guarantees Canadians a right to an area of privacy or individual sovereignty, free from arbitrary or unjustified intrusions from or with the authority of the state. The guarantees of liberty and security of the person in section 7 of the *Charter* are also violated when there is serious, state-imposed psychological stress.
51. Surveillance and the loss of privacy constrain individual and collective liberty and provoke psychological stress. The smart city at Quayside will impose constraints on individual liberties and cause serious, state-imposed psychological stress with its continuous and pervasive monitoring. It will constitute a gross intrusion upon individuals' abilities to make private decisions free from state or state-authorized interference and will thus violate Canadians' rights to liberty and security of the person under section 7 of the *Charter*.

Breach of section 8: Unreasonable Search or Seizure

52. Canadians maintain a reasonable expectation of privacy, including anonymity, while in public. Canadians may expect that some of their personal information may be observed and collected while in public spaces but they do not expect that their personal information, individually and collectively, will be subject to mass-capture and exploitation by a private-sector, for-profit corporation.
53. The Quayside Agreements will implement an invasive data collection regime that is active, not passive. Details of a person's movements, actions, identity, behaviours, and characteristics at Quayside will be captured and subject to exploitation.
54. The mass data capture regime under the Quayside Agreements is inherently non-consensual. Canadians have not been told, or will not be told, of the full extent or kinds of personal information that will be captured. It will not be possible for Canadians to understand fully the ways in which their personal information will be exploited and hence, the consequences of the collection, use or disclosure. Any consent that Canadians could offer would not be fully informed or meaningful absent such understanding.
55. The mass data capture regime under the Quayside Agreements would violate Canadians' reasonable expectations of privacy over their personal information, and constitutes or will constitute an unreasonable search or seizure, in violation of section 8 of the *Charter*.

4. COSTS

56. The Applicants request that, in any event of the cause, no costs be awarded to or against them. The CCLA is a national charity dedicated to the protection of civil liberties, human rights, and democratic freedoms of all people across Canada. Lester Brown is a concerned

resident of Toronto, Ontario and a Canadian citizen whose rights have been or will be infringed by the Respondents actions. The Applicants have no financial interest in the outcome of this proceeding. They bring this application because of the important public interest issues raised.

5. STATUTES RELIED UPON

57. The Applicants rely on the following statutes and rules:

- (a) *Toronto Waterfront Revitalization Corporation Act, 2002*, S.O. 2002, c. 28;
- (b) *Rules of Civil Procedure*, including Rules 3.02, 16.4, 38, 40, 57 and 68;
- (c) *Canadian Charter of Rights and Freedoms*, Part 1 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11, including sections 2(c), 2(d), 7, 8, 24 and 32;
- (d) *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, including sections 101, 109 and 131;
- (e) *Judicial Review Procedure Act*, R.S.O. 1990, including sections 1, 2(1), 4 and 6;
- (f) *Business Corporations Act*, R.S.O. 1990, c. B. 15, as amended;
- (g) *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50;
- (h) *Proceedings Against the Crown Act*, R.S.O. 1990, c. P.27;
- (i) *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31;
- (j) *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;
- (k) *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
- (l) *City of Toronto Act, 2006*, S.O. 2006, c. 11; and

- (m) *Canada Strategic Infrastructure Fund Act*, S.C. 2002, c. 9.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

- (a) affidavits of the Applicants to be sworn and the exhibits attached thereto; and
- (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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