



Court File No. CV-23-00002486-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR
JUSTICE LEACH

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TUESDAY, THE 14TH
DAY OF NOVEMBER, 2023

B E T W E E N:

(Court Seal)

TRY RECYCLING INC.

Plaintiff

and

TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY
FERREIRA, JEFF THOMSON, NOAH GREVEN, EMELIA GREVEN and EMILY
GREVEN

Defendants

ORDER

NOTICE

If you, the Defendant, TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY FERREIRA, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendant, TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY FERREIRA, to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made on short notice by the Plaintiff, Try Recycling Inc. (“**TRY**”), for an Order in the form of a *Mareva* injunction restraining the Defendant, TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY FERREIRA from dissipating her assets, and other relief including the appointment of an investigative receiver, was heard this day by way of a judicial Zoom conference in London, Ontario.

ON READING the notice of motion, the affidavit of Jorg Gelz, sworn on November 2, 2023, the affidavit of Charmaine Graham, sworn on November 10, 2023, and the factum of the plaintiff moving party and on hearing the submissions of the lawyer for the plaintiff, no other party appearing, though properly served, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order, and on noting the consent of BDO Canada Limited to act as Receiver,

MAREVA INJUNCTION

1. THIS COURT ORDERS that the Defendant, TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY FERREIRA (“**Ferreira**”), and her servants, employees, agents, and assigns, and anyone else acting on her behalf, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of Ferreira, wherever situate, including but not limited to the assets and accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

(c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. THIS COURT ORDERS that paragraph 1 applies to all of Ferreira's assets whether or not they are in her own name and whether they are solely or jointly owned. For the purpose of this order, Ferreira's assets include any asset which she has the power, directly or indirectly, to dispose of or deal with as if it were her own. Ferreira is to be regarded as having such power if a third party holds or controls the assets in accordance with her direct or indirect instructions.

3. THIS COURT ORDERS that if the total value free of charges or other securities of Ferreira's assets exceeds the Canadian dollar equivalent of 1,500,000.00 CAD, Ferreira may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of Ferreira's assets remains above 1,500,000.00 CAD.

ORDINARY LIVING EXPENSES OR ORDINARY COURSE OF BUSINESS

4. THIS COURT ORDERS that Ferreira may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which Ferreira is entitled to spend on ordinary living expenses and legal advice and representation.

DISCLOSURE OF INFORMATION

5. THIS COURT ORDERS that Ferreira prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

6. THIS COURT ORDERS that Ferreira submit to examinations under oath within twenty (20) days of the delivery by Ferreira of the aforementioned sworn statements.

7. THIS COURT ORDERS that if the provision of any of this information is likely to incriminate Ferreira, she may be entitled to refuse to provide it, but it is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render Ferreira liable to be imprisoned, fined, or have her assets seized.

THIRD PARTIES

8. THIS COURT ORDERS that any financial institutions with accounts in the name of Ferreira with notice of this Order forthwith freeze and prevent any removal or transfer of monies or assets of Ferreira held in any account or on credit on behalf of Ferreira, with the financial institution, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.

9. THIS COURT ORDERS that the financial institutions forthwith disclose and deliver up to the Plaintiff any and all records held by the financial institutions concerning Ferreira's assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of Ferreira by the financial institutions.

ALTERNATIVE PAYMENT OF SECURITY INTO COURT

10. THIS COURT ORDERS that this Order will cease to have effect if Ferreira provides security by paying the sum of \$1,500,000.00 into Court, and the Accountant of the Superior Court of Justice is hereby directed to accept such payment.

VARIATION, DISCHARGE OR EXTENSION OF ORDER

11. THIS COURT ORDERS that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Plaintiff.

APPOINTMENT OF RECEIVER

12. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act*, BDO Canada Limited is hereby appointed Receiver, without security, of all of Ferreira's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**").

13. The Receiver shall conduct an investigation and provide a report to this Court and the Plaintiff detailing an accounting of all funds paid by TRY to Ferreira which shall include but not be limited to:

- (a) a review and assessment of Ferreira's accounting and banking records; and
- (b) a review and assessment of any transfers or disbursements of the monies paid by TRY to Ferreira, including but not limited to tracing these funds or purchased assets into the hands of third parties or those of the co-defendants.

14. THIS COURT ORDERS that Receiver shall keep confidential all information received except as to the parties to this action, the Court, and the forensic accountant, Chris Gray of Marcus & Associates LLP.

15. THIS COURT ORDERS that any reports of the Receiver shall be temporarily sealed pending the final hearing of this matter, at which time the Receiver or any party may apply to the Court for an Order permanently sealing the reports of the Receiver.

RECEIVER'S POWERS

16. The Receiver is hereby empowered and authorized, but not obligated, to:

- (a) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (b) to report to, meet with and discuss with such affected Persons, as defined in paragraph 18 of this Order, as the Receiver deems appropriate;
- (c) require any Persons to produce documents the Receiver considers to be relevant to the investigation and in connection therewith administer oaths and examine any person under oath.

ACCESS AND COOPERATION

17. THIS COURT ORDERS that (i) Ferreira, (ii) all of her current and former employees, agents, accountants, legal counsel, and all other persons acting on her instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's

possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

18. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Ferreira, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto.

19. Nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

20. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including

providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

21. THIS COURT ORDERS that for purposes of this Order, Ferreira and any person(s) appearing to be in charge of the premises municipally known as 9757 Glendon Drive, Komoka, Ontario (the “**Premises**”) shall grant entry and permit re-entry into the Premises during the times and in the manner specified in this Order to the following persons, collectively or individually, at the same time or different times (such persons hereinafter collectively referred to as “**Authorized Persons**”):

- (a) 3 representatives of the Receiver;
- (b) 1 solicitor, student-at-law, or law clerk from the law firm of Scott Petrie LLP, solicitors for the Plaintiff; and
- (c) 1 solicitor from the law firm acting for the Receiver, and such other persons as they may require.

22. THIS COURT ORDERS that this Order may only be served and the initial entry to the Premises made between 9:00 a.m. and 5:00 p.m. on a weekday.

23. THIS COURT ORDERS that Ferreira, her servants, agents, and anyone else acting on her behalf, and any person(s) appearing to be in charge of the Premises shall allow the Authorized Persons to remain on the Premises until further Order of this Court, to exercise their rights and discharge their duties as set out in this Order.

24. THIS COURT ORDERS that Ferreira, her servants, agents, and anyone else acting on her behalf, and any person(s) appearing to be in charge of the Premises shall allow the Authorized Persons to record by audio, video or photograph the Premises, and all acts, conversations and discussions occurring in the course of the Authorized Persons' search of the Premises and that relate to this Order between the time this Order is served and the completion of the search, with the exception of communications between Ferreira and her solicitors.

25. THIS COURT ORDERS that if it is deemed impracticable by the Receiver, in his or her discretion, to search for, identify, inspect or reproduce evidence located on any of Ferreira's computers, digital or other storage media at the Premises, the Receiver shall be entitled to remove such electronic evidence into his possession for these purposes for a period of 72 hours or such further period as may be agreed to by the parties or ordered by the Court.

NO PROCEEDINGS AGAINST THE RECEIVER

26. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

27. THIS COURT ORDERS that the Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in possession of any of the Property within the meaning of any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian *Environmental Protection Act*, the Ontario *Environmental Protection Act*,

the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

28. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

29. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements by Ferreira, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

30. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

31. THIS COURT ORDERS that prior to the passing of its accounts, Ferreira shall be at liberty from time to time to pay the Receiver's fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

32. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

33. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

34. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

35. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

36. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List web site at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

GENERAL

37. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy.

39. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the plaintiff or the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the plaintiff, as may be necessary or desirable to give effect to this Order.

40. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



(Signature of judge, officer or registrar)

Justice I.F. Leach

SCHEDULE "A"
BANK ACCOUNTS

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
BMO Bank of Montreal	630 Victoria St Strathroy, ON N7G 3C1	Tracy Ferreira	001-29572-3984202
BMO Bank of Montreal	630 Victoria St Strathroy, ON N7G 3C1	?	001-29572-3995518

OTHER PROPERTY

Contents of Units A11, C41 at Strathroy Mini Storage Ltd. o/a a Division of JASLO Properties Ltd.
2021 Arctic Cat 700 ATV
2021 Arctic Cat 570 ATV
"McRaes" Wedding Backdrop
Dark Brown door set
"Better Together" Wedding Backdrop

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a. TRACY FERREIRA, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 20____ (the "Order") made in an action having Court file number -CL-____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

TRY RECYCLING INC.

Plaintiff

-and-

Court File No. Court File No. CV-23-00002486-0000
TRACY FERREIRA-THOMSON, a.k.a. TRACY GREVEN, a.k.a.
TRACY FERREIRA et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
LONDON

ORDER

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