

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

LOGPIN INVESTMENTS LIMITED, THE GOLDFARB CORPORATION,
GARY GOLDFARB, JEFFREY GOLDFARB, SUZY S. GREENSPAN and
JULIANNA GREENSPAN

Plaintiffs

and

SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN, SUSSMAN MORTGAGE
FUNDING INC., 2486976 ONTARIO INC., 1981361 ONTARIO INC.,
2114568 ONTARIO INC., ALLIANCE HOMES LTD., ALEX TROOP,
BALLYMORE BUILDING (INNISFIL) CORP., WATERWAYS OF MUSKOKA LTD.,
MARY CHMIEL, LORI RAHAM and LIISA BIER

Defendants

**AIDE MEMOIRE OF THE PLAINTIFFS
(Motion for a *Mareva* Injunction, May 2, 2025)**

Introduction

1. The Plaintiffs brought this motion for a *Mareva* Injunction and other relief as set out in the Notice of Motion attached as **Schedule A**.
2. Pursuant to the April 15, 2025 Endorsement of Justice Jane Dietrich, the Plaintiffs' motion and an Application by the Financial Services Regulatory Authority of Ontario (“**FSRA**”) for the appointment of a Receiver were both scheduled to be heard on May 2, 2025.
3. The Defendant, Sandford Sussman, has consented to a *Mareva* injunction in the form of order referenced below. Counsel for FSRA does not object to that form of order.

Background

4. The Defendant, Sussman Mortgage Financing Inc. ("**SMFI**") was the syndicator for a series of mortgages in which investors participated. Those mortgages were registered on a series of properties including development projects known as the Ballymore Project, the Waterways Project, and the Uptergrove Project.
5. The Plaintiffs, Jeffrey and Gary Goldfarb, and their family companies, Logpin Investments Limited ("**Logpin**") and The Goldfarb Corporation ("**TGC**"), have invested \$42 million (approx.) in these syndicated mortgages with SMFI.
6. The Plaintiffs, Suzy Greenspan and Julianna Greenspan (the "**Greenspans**") have invested approximately \$1.3 million in the syndicated mortgages with SMFI.
7. The Plaintiffs' combined \$43.3 million investment with SMFI is unaccounted for and is alleged to be misappropriated.
8. In security documents dated February 5, 2025, Mr. Sussman made the following admissions:
 - a. *Sussman and 198Co both agree that the Sussman [sic] improperly, fraudulently and illegally, and in breach of Sussman's fiduciary duty, appropriated payments paid under the Syndicated Loans in violation of the laws of the Province of Ontario governing mortgage brokers and syndicated loans;*
 - b. *Both Sussman and 198Co were participants in and beneficiaries of the improper, illegal and fraudulent appropriation of funds by Sussman from Syndicated Loans;*
9. Where there is fraud (as is the case here), the risk of removal or dissipation of assets can be established by inference arising from the circumstances of the fraud itself: *Sibley & Associates LP v. Ross*, [2011 ONSC 2951 at paras. 62–63](#). Accordingly, the Plaintiffs seek

a *Mareva* injunction against Mr. Sussman and an order that Mr. Sussman surrender his passport.

10. Attached as **Schedule B** is a form of order consented to by Mr. Sussman. This form of order is not opposed by FSRA.
11. Attached as **Schedule C** is a blacklined copy of the order comparing it to the Commercial List Model *Mareva* order.
12. The Plaintiffs respectfully request that this order be issued at the May 2, 2025 attendance.

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B E T W E E N:

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GARY GOLDFARB, JEFFREY GOLDFARB, SUZY S. GREENSPAN and
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Plaintiffs

and

SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN, SUSSMAN MORTGAGE
FUNDING INC., 2486976 ONTARIO INC., 1981361 ONTARIO INC.,
2114568 ONTARIO INC., ALLIANCE HOMES LTD., ALEX TROOP,
BALLYMORE BUILDING (INNISFIL) CORP., WATERWAYS OF MUSKOKA LTD.,
MARY CHMIEL, LORI RAHAM and LIISA BIER

Defendants

NOTICE OF MOTION

(Motion for a *Mareva* Injunction, an Accounting Order, the appointment of a
Receiver, and Other Relief)

The Plaintiffs will make a Motion to a Judge presiding over the Commercial List on
_____ at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

☐ In writing under subrule 37.12.1(1) because it is
[insert on consent, unopposed or made without notice];

☐ In writing as an opposed motion under subrule 37.12.1(4);

☒ In person;

☐ By telephone conference;

[] By video conference.

at the following location

330 University Avenue, 10th Floor, Toronto ON M5G 1R7

THE MOTION IS FOR

- (a) An Order dispensing with or validating service of this Notice of Motion and Motion Record;
- (b) An interim and interlocutory Order in the form of a *Mareva* injunction restraining Sandford Sussman a.k.a. Sandy Sussman ("**Sussman**") and Sussman Mortgage Funding Inc. ("**SMFI**") from directly or indirectly, in any manner, disposing of, selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with any of their assets and without limiting the generality of the foregoing, any assets held directly or indirectly by or for the benefit of the Plaintiffs wherever located;
- (c) An Order directing all financial institutions, or other third parties having notice of the Order contemplated in paragraph 1(b), to forthwith freeze and prevent the removal or transfer of any monies or assets held by or for the direct or indirect benefit of the Sussman Defendants wherever located;
- (d) An Order requiring the Defendants or any of them to forthwith provide to the Plaintiffs or as they may direct a full and complete accounting of all mortgages, investments, properties (including but not limited to the Ballymore Project, the Waterways Project, or the Uptergrove Project, as defined below), or assets of any kind into which the Plaintiffs' funds were or may have been invested into or advanced and, without limiting the generality of the foregoing, a full accounting of

all funds received, invested, and disbursed by the Defendants or any of them in respect of mortgages into which the Plaintiffs' funds were invested or were said to have been invested, together with particulars in respect of the properties to which the Plaintiffs' funds were invested or said to be invested together with full particulars of any property or other sales or transfers, and without limiting the generality of the foregoing, any payments made on account of the mortgages, including the source of payments, any redemptions, sales or transfers of the said mortgages or the underlying properties or lots on those properties, and a full accounting of all funds which have been paid out to date to anyone whether as profits, as payments to other investors on account of interests held or said to be held in the subject mortgages or payment or for any other reason whatsoever under any agreement or otherwise, including but not limited to any and all funds or assets received from the Plaintiffs or any funds improperly misappropriated or otherwise diverted from the Plaintiffs, including any funds paid to any other Sussman related investor or into or through any assets held directly or indirectly by the Sussman Defendants, their employees, agents, assigns, officers, directors or anyone else acting on their behalf or in conjunction with them, together with all documents, records, communications and data relating to the Plaintiffs' investments or the mortgages into which the Plaintiffs invested or are said to have been invested with and through SMFI, and in mortgages including, without limitation, the documents, records, and communications identified in the Goldfarb Plaintiffs' demand letter dated March 10, 2025, which has gone unanswered;

- (e) An Order as part of, or in addition to, the Order in paragraph 1(d) above, requiring Alliance Homes Ltd. (“**Alliance**”), Alex Troop (“**Troop**”), Ballymore Building (Innisfil) Corp. (“**BallymoreCo**”), and Waterways of Muskoka Ltd. (“**WaterwaysCo**”) to forthwith account for any and all payments made towards any of the mortgages identified in Schedule “A” to this Notice of Motion;
- (f) An Order tracing all funds received by the Sussman Defendants or any of them from each or any of the Plaintiffs or any and all funds received by the Sussman Defendants or paid by the Sussman Defendants on account of or with respect to any of the mortgages into which money was advanced by the Plaintiffs or any of them;
- (g) A mandatory Order requiring the Sussman Defendants or any person having knowledge of the Orders above to forthwith account for a Charge in the principal amount of \$800,000 given by Mortgage Funding Building Inc., to WFE Investment Corp. and Jeffrey Citron Professional Corporation (Instrument No. SC2116273), and without limiting the generality of the foregoing, an accounting of the distribution of the proceeds of the said Charge.
- (h) an order assigning the mortgages that are the subject matter of this action to a receiver or receiver-manager or to such other person as this Court may direct, and an order that a receiver or receiver manger be appointed in respect of the assets, undertakings and properties of Sussman Mortgage Funding Inc., 2486976 Ontario Inc., 1981361 Ontario Inc. and 2114568 Ontario Inc., including any assets, undertakings and properties held by these parties in trust for any third party, with such powers as may be deemed just and convenient by this Court, including on an

interim an/or interlocutory basis, for the purpose of protecting their estates and their respective stakeholders;

- (i) An Order that Sussman forthwith surrender his passport to Fogler, Rubinoff LLP, in trust;
- (j) Costs of this motion on a full or substantial indemnity basis;
- (k) Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

Overview

- (a) The Plaintiffs bring this motion for a *Mareva* injunction, an accounting, and other ancillary relief due to the Sussman Defendants' breaches of trust, fiduciary duty, statutory duties under the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), oppression, breaches of contract, knowing assistance in breach of trust, negligence, admitted fraud, and misappropriation of the Plaintiffs' investments in several mortgages which the Sussman Defendants syndicated, implemented, administered, and ultimately, used as vehicles to defraud the Plaintiffs;
- (b) Sussman has admitted his fraudulent conduct. On or about February 5, 2025, Sussman, in granting an assignment of a Sussman-owned and Sussman-controlled company, 1981361 Ontario Inc's ("198Co") interest and cash flow in the Uptergrove Joint Venture (described below) made the following admissions in writing:

- (i) *Sussman and 198Co both agree that the Sussman [sic] improperly, fraudulently and illegally, and in breach of Sussman's fiduciary duty, appropriated payments paid under the Syndicated Loans in violation of the laws of the Province of Ontario governing mortgage brokers and syndicated loans;*
- (ii) *Both Sussman and 198Co were participants in and beneficiaries of the improper, illegal and fraudulent appropriation of funds by Sussman from Syndicated Loans;*
- (c) Over \$44 million has been misappropriated or not accounted for by the Sussman Defendants from the Plaintiffs' investments. The Defendants have failed, refused, or neglected to account for the funds received and invested from the Plaintiffs, and failed, refused, or neglected to account for any disbursements, transfers, extensions, renewals, and postponements of the mortgages at issue.
- (d) Without this Court's intervention, the Sussman Defendants' misappropriation will go unpenalized. The Plaintiffs have no insight into the scope of the Sussman Defendants' clear, undeniable, and admitted misappropriation and fraud. The Plaintiffs have already suffered significant, irreparable harm and continue to be at risk of further irreparable harm should the Order sought not be granted.

The Parties

- (e) The Plaintiffs, Jeffrey and Gary Goldfarb are brothers residing in Toronto, Ontario. The Plaintiffs, Logpin Investments Limited ("**Logpin**") and The Goldfarb Corporation ("**TGC**") are Ontario corporations.

- (f) Gary is a lawyer licensed to practice law in Ontario. Jeffrey is a retired Chartered Professional Accountant.
- (g) The Plaintiff, Suzy Greenspan, resides in Toronto, Ontario. She is the mother of the Plaintiff, Julianna Greenspan. Julianna also resides in Toronto, Ontario and is a lawyer licensed to practice law in Ontario.
- (h) Sussman is a mortgage agent residing in Toronto. His license with the Financial Services Regulatory Authority of Ontario (“**FSRA**”) expired on March 31, 2025. He is a shareholder, director, and officer of SMFI, which carries on business as a mortgage broker and deposit brokerage based in Barrie, Ontario. 248Co, 198Co, and 211Co are all Ontario corporations controlled by, and owned solely by, Sussman.
- (i) Sussman and SMFI are subject to the [*Mortgage Brokers, Lenders and Administrators Act, 2006*](#) (Ontario) and are regulated by the Financial Services Regulatory Authority of Ontario (“**FSRA**”).
- (j) At all material times, SMFI was the syndicator for each of the mortgages below, across all developments into which the Plaintiffs’ funds were invested, including the Ballymore Project, the Waterways Project, and the Uptergrove Project. As is described below, Sussman, alone or in conjunction with the co-Defendants, caused the Plaintiffs to make investments over several years through the funding of interests in a series of mortgages or parts of mortgages to be secured against several different properties.

- (k) Alliance Homes Ltd. ("**Alliance**") is an Ontario corporation, and a home builder licensed with the Ontario Home Construction Regulatory Authority. Alex Troop ("**Troop**") is a director and officer of Alliance.
- (l) Waterways of Muskoka Ltd. ("**WaterwaysCo**") is an Ontario corporation directly or indirectly related to Alliance, and is also a home builder licensed with the Ontario Home Construction Regulatory Authority. Troop is also a director and officer of WaterwaysCo.
- (m) At all material times, Alliance and WaterwaysCo were the home builders responsible for the development projects known as the Uptergrove Project and the Waterways Project, respectively.
- (n) Ballymore Building (Innisfil) Corp. ("**BallymoreCo**") is an Ontario corporation, and a home builder licensed with the Ontario Home Construction Regulatory Authority. Sussman is a director and officer of BallymoreCo. At all material times, BallymoreCo was the home builder responsible for the development project known as the Ballymore Project.

Background to the Scheme of Mortgages and Investments with the Sussman Defendants

- (o) As part of its business, SMFI and Sussman arrange for syndicated mortgages funded through and held by SMFI. In a syndicated SMFI mortgage, funds from multiple investors are pooled by SMFI and advanced to the borrower. Funds from investors are secured by a mortgage which is held in trust by SMFI for the benefit of the investors. SMFI, administers the mortgages, and remits interest payments to

the investors (lenders) in accordance with their proportionate share of the loan or investment in the syndicated mortgage.

- (p) In each of the mortgages at issue in this action, the Plaintiffs individually or otherwise, invested in mortgages pursuant to "Investor Agreements" which contained specific, material terms.
- (q) In each of the mortgages at issue in this action, the mortgages were held in trust by SMFI for the benefit of the Plaintiffs.
- (r) Each of the mortgage investments were in respect of mortgages that had specific maturity dates. None of the principal funds invested in the respective mortgages were repaid to the Plaintiffs on the maturity date of any of the mortgages. Sussman either renewed the mortgages without authority or received payments and discharged or otherwise dealt with the mortgages, without notice to, or the knowledge or consent of, any of the Plaintiffs.
- (s) The Goldfarb Plaintiffs' investment of \$42,740,044.17, and the Greenspan Plaintiffs' investment of \$1,350,000, are deemed trust funds under the terms of the Investor Agreements, s. 49(1) of O. Reg. 188/08, Mortgage Brokerages: Standards of Practice, under the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#) and at common law.
- (t) In each of the mortgages at issue in this action, the Sussman Defendants were obliged to account to the Plaintiffs for the funds invested by the Plaintiffs, to pay the Plaintiffs with their proportionate share of the monthly interest payments, and on maturity of the mortgages on the date or dates set out in the Investor Agreements, to repay the principal balance owing to the respective Plaintiffs. In breach of their

fiduciary, trust, statutory, and contractual duties and their duties of care, they failed to do so.

- (u) At no time did any of the Sussman Defendants advise the Plaintiffs that any of the mortgages described below had been redeemed, transferred, postponed, extended, or otherwise discharged from title to the underlying properties which form part of the Ballymore, Uptergrove, and Waterways Projects. To the contrary, until at least August 2024, the Sussman Defendants continued to make payments that purported to be monthly interest payments corresponding to the mortgages described below, which created the appearance that the Sussman Defendants were engaged in the legitimate provision of mortgages, and were adhering to the terms of the Investor Agreements.
- (v) In breach of a fiduciary, trust, or statutory duty or a duty of care, Sussman failed to inform the Plaintiffs or any of them that he had a direct or indirect ownership interest in any of the Ballymore, Uptergrove or Waterways Projects. This misconduct was oppressive to, unfairly prejudicial to, or unfairly disregarded, the Plaintiffs' reasonable expectations as investors with the corporate Sussman Defendants.

The Plaintiffs' Investments with the Sussman Defendants and their Misconduct

- (w) As set out above, the Goldfarb Plaintiffs have invested \$42,740,044.17 through Sussman, SMFI, and Mary: Logpin (\$30,650,902.48); TGC (\$9,856,654.67); Jeffrey (\$842,487.01); and Gary (\$1,390,000). The Greenspan Plaintiffs have invested \$1,350,000. Particulars of the Plaintiffs' investments into specific mortgages set up by the Sussman Defendants are set out in **Schedule "A"**.

- (x) In accordance with the terms of the Investor Agreements and the mortgages described in Schedule "A", monthly interest payments were made to Logpin and to TGC until August 2024, and to Jeffrey and to Gary until December 2024. Suzy and Julianna continued to receive monthly interest payments until August 2024.
- (y) When the interest payments ceased, the Plaintiffs began to investigate the mortgages and make demands of the Sussman Defendants. The Goldfarb Plaintiffs learned that several of the mortgages described in Schedule "A" (including but not limited to Mortgages B-90, H-20, H-26, H-27, I-24, M-35, M-37, R-66, S-18, T-18, W-21, W-30) had been discharged or transferred by the Sussman Defendants without notice to the Goldfarb Plaintiffs, and that funds from those discharges or transfers had not been paid by the Sussman Defendants to the Goldfarb Plaintiffs in accordance with the terms of the Investor Agreements and the mortgages in Schedule "A".
- (z) Instead, the Sussman Defendants received repayment of the principal amounts pursuant to those mortgages, discharged certain of the corresponding mortgages, but concealed these facts from the Plaintiffs, continued to make monthly interest payments purportedly in accordance with the terms of the Investor Agreements and the mortgages above, falsely led the Goldfarb Plaintiffs to believe that the original or renewed terms of those mortgages were ongoing, and ultimately misappropriated or misdirected the funds in breach of the [Mortgage Brokers, Lenders and Administrators Act](#), and in breach of their fiduciary and trust duties to the Plaintiffs.
- (aa) From the inception of the investments made by or on behalf of the Plaintiffs or any of them, Sussman and SMFI have failed, and continue in their failure to disclose

the following material facts in respect of the mortgages and properties into which their investments are said to have been invested:

- (i) Sussman was a director and officer of BallymoreCo (the Borrower on Mortgages B-86, B-83, L-16 and C-64), and a 49.98% co-owner in the Ballymore Project through 248Co, which is also a party to a joint venture agreement in respect of the Ballymore Project;
 - (ii) Sussman was directly or indirectly through 198Co a 50% co-owner in the Uptergrove Project, the ultimate borrower on Mortgages A-14, A-18, and T-14), through 198Co, and that he is a director in 211Co, which is one of the original borrowers on the mortgages pertaining to the Uptergrove Project, one of the developers of the Uptergrove Project along with Alliance, and a party to a joint venture agreement in respect of the Uptergrove Project; and
 - (iii) Sussman was a 50% co-owner in the Waterways Project through 198Co, which is a party to a joint venture agreement in respect of the Waterways Project.
- (bb) The Plaintiffs have also learned that the amounts of the mortgages registered on title to the properties which form part of the Uptergrove and Waterways Projects were less than the amounts of investment funds requested and received by Sussman and SMFI from the Goldfarb Parties, in further breach of his fiduciary and trust duties to the Plaintiffs. Moreover, Mortgages W-30 and M-27 were discharged without notice to the Goldfarb Plaintiffs. The Goldfarb Plaintiffs are still owed over \$1,414,000 in respect of these two mortgages.

- (cc) The Sussman Defendants failed to provide the Goldfarb Plaintiffs or the Greenspan Plaintiffs with any explanation for the misconduct above, or any information on the current status of their investments and those mortgages. They did so in breach of the Investor Agreements, in breach of their trust duties, in knowing assistance of breach of trust, and in breach of their fiduciary duties or duty of care. Sussman deceived the Plaintiffs and misappropriated or with the assistance of the co-Defendants, misdirected the Plaintiffs' funds .
- (dd) Pursuant to the terms of the Investor Agreements, the [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), and given the trustee-beneficiary relationship recognized within the Investor Agreements, SMFI or Sussman held the Plaintiffs' interests in the mortgages, investments, and properties (including but not limited to the Ballymore Project, Waterways Project, and Uptergrove Project), in trust for the Plaintiffs and owed the Plaintiffs specific duties of trust and fiduciary duties in respect of the Plaintiffs' investments in the mortgages described in Schedule "A".
- (ee) The Sussman Defendants breached their fiduciary duties and their duties of trust, are liable both directly and by reason of having rendered knowing assistance (as the case may be)

Grounds for a Mareva Injunction

- (ff) The Plaintiffs have a strong *prima facie* case against the Sussman Defendants for breaches of trust, breaches of fiduciary duty, knowing assistance in breach of trust, fraud, misappropriation, oppression, breaches of contract, negligence, and unjust enrichment.

- (gg) There is a real risk that the Plaintiffs' investments and monies with the Sussman Defendants, have been dissipated and will be dissipated.
- (hh) Moreover, where there is fraud (as is the case here), the risk of removal or dissipation of assets can be established by inference arising from the circumstances of the fraud itself: *Sibley & Associates LP v. Ross*, [2011 ONSC 2951 at paras. 62 – 63.](#)
- (ii) The Plaintiffs are at risk of irreparable harm should the Orders sought not be granted. This includes the injunction and disclosure orders to preserve, freeze, trace and account for funds or assets in the Sussman Defendants' possession, power, or control, as described above, and for funds or assets improperly defrauded, misappropriated or otherwise diverted from the Plaintiffs.
- (jj) Moreover, Sussman is the mastermind of this scheme. There is a real risk that Sussman will flee the jurisdiction to avoid litigation. Accordingly, Sussman should be ordered to surrender his passport.
- (kk) The balance of convenience favours the Plaintiffs.

Grounds for an Accounting

- (ll) As trustees and fiduciaries, the Sussman Defendants are obligated to provide an accounting to the Plaintiffs of their investments and monies. They have failed to do so.
- (mm) Moreover, full particulars of the investments and mortgages described in Schedule "A", as well as on the Ballymore, Uptergrove, and Waterways Projects, are in the possession of the Defendants, including those Defendants to whom the mortgages were given (i.e., Alliance, WaterwaysCo, and BallymoreCo).

- (nn) Given the blatant breaches of trust and fiduciary duties described above, an interim and final accounting of all mortgages, investments, properties (including but not limited to the Ballymore Project, the Waterways Project, or the Uptergrove Project), or assets of any kind into which the Plaintiffs' funds were invested into or advanced is necessary, as is a tracing order to allow the Plaintiffs to trace funds received by the Sussman Defendants.

Other Grounds and Relief

- (oo) The [Mortgage Brokers, Lenders, and Administrators Act, 2006 \(Ontario\)](#), including but not limited to ss. 49(1) and 52 of O. Reg. 188/08, Mortgage Brokerages: Standards of Practice.
- (pp) Rules 1, 2, 4, 37, 38, 40 of the *Rules of Civil Procedure* (Ontario).
- (qq) Such further and other grounds as the lawyers may advise.

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

- (a) The Affidavit of Gary Goldfarb, to be sworn;
- (b) The Affidavit of Jeffrey Goldfarb, to be sworn;
- (c) The Affidavit of Julianna Greenspan, to be sworn;
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

April 2, 2025

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AND TO: SUSSMAN MORTGAGE FUNDING INC.
129 Dunlop Street East
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Defendant

AND TO: 2486976 ONTARIO INC.
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Defendant

AND TO: 1981361 ONTARIO INC.
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Defendant

AND TO: 2114568 ONTARIO INC.
129 Dunlop Street East
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Defendant

AND TO: ALLIANCE HOMES LTD.
6048 Highway #9, Unit 7
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Defendant

AND TO: BALLYMORE BUILDING (INNISFIL) CORP.
12840 Yonge Street
Richmond Hill, ON L4E 4H1

Defendant

AND TO: WATERWAYS OF MUSKOKA LTD.
6048 Highway #9, Unit 7
Schomberg, ON L0G 1T0

Defendant

AND TO: MARY CHMIEL
129 Dunlop Street East
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Defendant

AND TO: LORI RAHAM
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

AND TO: LIISA BIER
129 Dunlop Street East
Barrie, ON L4M 1A6

Defendant

SCHEDULE "A"

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
A-14 Alliance Uptergrove Project	\$1,555,000				7.50%	June 2020
A-18 Alliance Uptergrove Project	\$3,450,000	\$2,000,000	\$150,000		7.50%	March 2017
B-73 Alliance Uptergrove Project	\$380,000					
B-83 BallymoreCo Ballymore Project	\$4,708,334	\$2,366,666	\$200,000	\$500,000	8.00%	
B-86 BallymoreCo Ballymore Project	\$2,516,667.33	\$1,433,332.67		\$450,000	9.00%	
B-90 Alliance Uptergrove Project	\$600,000					December 2023
C-64 BallymoreCo Ballymore Project	\$540,000					
H-20 Alliance Uptergrove Project	\$600,000					December 2023
H-26 Alliance	\$420,000					August 2024

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
Uptergrove Project						
H-27 Alliance Uptergrove Project	\$1,150,000		\$200,000	\$120,000		
I-24 Alliance Uptergrove Project	\$717,114.17					2015
J-17 Alliance Uptergrove Project	\$283,333	\$566,667				
K-19 Alliance Uptergrove Project	\$800,000					
L-16 BallymoreCo Ballymore Project	\$2,488,333	\$416,667			9.00%	2016- 2019
M-27 WaterwaysCo Waterways Project	\$353,334	\$706,666				
M-35 Alliance Uptergrove Project	\$500,000					June 2021
M-37 WaterwaysCo Waterways Project	\$1,225,452.98		\$92,487.02		9.00%	2022- 2023
R-61 Alliance	\$350,000					

Mortgage, Borrower, and Property	Logpin	TGC	Jeffrey	Gary	Interest Rate	Maturity Date
Uptergrove Project						
R-66 Alliance Uptergrove Project	\$1,338,334	\$966,666.00	\$100,000	\$70,000	10.00%	2017- 2024
S-18 Alliance Uptergrove Project	\$985,000.00					March 2017
T-14 Alliance Uptergrove Project	\$1,945,000	\$1,000,000		\$250,000	9.00%	
T-18 Alliance Uptergrove Project	\$2,000,000					
W-21 Alliance Uptergrove Project	\$200,000					
W-27 Alliance Uptergrove Project		\$400,000				
W-29 Alliance Uptergrove Project	\$500,000					
W-30 WaterwaysCo Waterways Project	\$1,050,000		\$100,000			2021- 2022

Mortgage	Lender	Principal	Interest Rate	Maturity Date	Borrower
A-18 Alliance Uptergrove Project	Suzy	\$200,000	7.50%	May 2019	211Co, Alliance, Troop, and Bob Carey (now Alliance)
A-18 Alliance Uptergrove Project	Suzy	\$300,000	8.50%	March 2025	211Co, Alliance, Troop (now Alliance)
A-18 Alliance Uptergrove Project	Julianna	\$200,000	7.50%	May 2019	211Co, Alliance, Alex Troop, and Bob Carey (now Alliance)
B-83 BallymoreCo Ballymore Project	Suzy	\$450,000	8.00%	June 2020	248Co (now BallymoreCo)
B-83 BallymoreCo Ballymore Project	Julianna	\$50,000	8.00%	June 2020	248Co (now BallymoreCo)
B-86 BallymoreCo Ballymore Project	Suzy	\$100,000	9.00%	March 2018	BallymoreCo
L-16 BallymoreCo Ballymore Project	Julianna	\$50,000	9.00%	October 2017	248Co (now BallymoreCo)

LOGPIN INVESTMENTS LIMITED et al.
Plaintiffs

-and- SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN et al.
Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

FOGLER, RUBINOFF LLP

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Lawyers for the Plaintiffs

Email for parties served:

ORDER

THIS MOTION, made by the Plaintiffs for an interim Order for a *Mareva* injunction, restraining the Defendants, Sanford Sussman a.k.a. Sandy Sussman (“**Sussman**”) and Sussman Mortgage Funding Inc. (“**SFMI**”) (collectively the “**Sussman Defendants**”) from directly or indirectly, in any manner, disposing of, selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with any of their assets, together with an Order requiring the Sussman Defendants and the Defendants Mary Chmiel Lori Raham and Liisa Bier or any of them to forthwith provide to the Plaintiffs, or as they may direct, a full and complete accounting of all mortgages, investments, properties (including but not limited to the properties described in the Notice of Motion as the Ballymore Project, the Waterways Project, or the Uptergrove Project), or assets of any kind into which the Plaintiffs’ funds were, or were supposed to have been invested into, was heard this day in Toronto.

ON READING the consent of the Plaintiffs and Sussman, and on noting the undertaking of the Plaintiffs to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record, and the Statement of Claim is hereby abridged and validated, and service on the Sussman Defendants in the manner served is hereby validated, so that this motion is properly returnable today, and hereby dispenses with further service thereof.

MAREVA INJUNCTION

2. **THIS COURT ORDERS** that Sussman, and his servants, employees, agents, assigns, officers, directors and anyone else acting on his behalf or in conjunction with him, 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 of his assets, wherever situate;
- 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.

3. **THIS COURT ORDERS** that paragraph 2 applies to all of Sussman's assets whether or not they are in the name of Sussman and whether they are solely or jointly owned. For the purpose of this Order, Sussman's assets include any asset which he has the power, directly or indirectly, to dispose of or deal with as if it were his own, but do not include SMFI, 2486976 Ontario Inc. or 1981361 Ontario Inc. (collectively, the "**Receivership Companies**"). Sussman is to be regarded as having such power if a third party holds or controls the assets in accordance with his direct or indirect instructions.

Ordinary Living Expenses

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

Disclosure of Information

5. **THIS COURT ORDERS** that Sussman prepare and provide to the Plaintiffs within 5 days of the date of service of this Order, a sworn statement describing the nature, value, and location of his assets worldwide whether in Sussman's own name or not and whether solely or jointly owned or whether owned directly or indirectly.

6. **THIS COURT ORDERS** that Sussman submit to an examination under oath within 10 days of the delivery of the aforementioned sworn statement.

7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate Sussman, he may be entitled to refuse to provide it but 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 Sussman liable to be imprisoned, fined, or have his assets seized.

Third Parties

8. **THIS COURT ORDERS** that any chartered bank or financial institution (the "**Banks**") or any person having knowledge of this Order shall forthwith freeze and prevent any removal or transfer of monies or assets of Sussman held in any account or on credit on behalf of Sussman, until further Order of this Court. For greater certainty, paragraphs 8 and 9 herein shall not apply to the Receivership Companies, which shall be governed by the Receivership Order made this day in the proceeding under Court File No. CV-25-00741044-00CL (*Chief Executive Officer of The Financial Services Regulatory Authority of Ontario v. Sussman Mortgage Funding Inc. et al*) (the "**Receivership Order**").

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

Alternative Payment of Security into Court

10. **THIS COURT ORDERS** that this Order will cease to have effect if Sussman provides security by paying the sum of \$45,000,000 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 10 days notice to the Plaintiffs.

Other

12. **THIS COURT ORDERS** that Sussman forthwith surrender his passport to Fogler, Rubinoff LLP, in trust.

13. **THIS COURT ORDERS** that the Plaintiffs be at liberty and are 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 Plaintiffs are 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.

14. **THIS COURT ORDERS** that Sussman shall pay the Plaintiffs' costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis, fixed in the amount of \$_____.

15. **THIS COURT ORDERS** that nothing in this Order shall be interpreted to, or executed in a manner which may, conflict or interfere with the Receivership Order.

LOGPIN INVESTMENTS LIMITED et al.
Plaintiffs

-and- SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN et al.
Defendants

Court File No. CV-25-00740475-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

Email for parties served:
Sandford Sussman, a.k.a. SANDY SUSSMAN: [email]
Sussman Mortgage Funding Inc.: [email]
2486976 Ontario Inc.: [email]
1981361 Ontario Inc.: [email]
2114568 Ontario Inc.: [email]
Alliance Homes Ltd.: [email]
Ballymore Building (Innisfil) Corp.: [email]
Waterways of Muskoka Ltd.: [email]
Mary Chmiel: [email]

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Fax: 416-941-8852

Lawyers for the Plaintiffs

4910-9494-1751.1

DOC#12329817v1

Commercial List No.: _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST¹**

THE HONOURABLE JUSTICE

)
)
)
)

FRIDAY, THE 2ND DAY OF

MAY, 2025

B E T W E E N:

PLAINTIFF

LOGPIN INVESTMENTS LIMITED, THE GOLDFARB CORPORATION,
GARY GOLDFARB, JEFFREY GOLDFARB, SUZY S. GREENSPAN and
JULIANNA GREENSPAN

Plaintiffs

—and—

DEFENDANT

SANDFORD SUSSMAN, a.k.a. SANDY SUSSMAN, SUSSMAN MORTGAGE FUNDING
INC., 2486976 ONTARIO INC., 1981361 ONTARIO INC., 2114568 ONTARIO INC.,
ALLIANCE HOMES LTD., ALEX TROOP, BALLYMORE BUILDING (INNISFIL) CORP.,
WATERWAYS OF MUSKOKA LTD., MARY CHMIEL, LORI RAHAM and LIISA BIER

ORDER²

Defendants

NOTICE

If ~~you,~~ the ~~Defendant~~Defendants to whom this Order applies or any of them,
disobey this ~~order-you~~Order, they or any of them may be held to be in contempt of
court and may be imprisoned, fined or have ~~your~~their assets seized. ~~You are~~Any
Defendant affected by this Order is entitled to apply on at least twenty-four (24)

¹. ~~Prepared by the Commercial List Users' Committee of the Ontario Superior Court of Justice. The theory and approach behind this model order is to give the Courts and practitioners a guide for the use of such orders, while recognizing that the model order must be tailored to suit the particular circumstances of each case before the Court.~~

². ~~See generally UK Practice Direction form for "Freezing Injunctions"~~
~~http://www.dca.gov.uk/civil/procedure/procrules_fin/contents/practice_directions/pd_part25.htm.~~

hours notice to the ~~Plaintiff~~Plaintiffs, for an ~~order~~Order granting ~~you~~ sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this ~~order~~Order and does anything which helps or permits ~~thea~~the Defendant 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.

ORDER

THIS MOTION, made ~~without notice~~ by the ~~Plaintiff, []~~Plaintiffs for an interim Order ~~in the form of~~for a *Mareva* injunction, ~~restraining the Defendant, [], from dissipating its assets and other relief~~Defendants, Sandford Sussman a.k.a. Sandy Sussman (“Sussman”) and Sussman Mortgage Funding Inc. (“SFMI”) (collectively the “Sussman Defendants”) from directly or indirectly, in any manner, disposing of, selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with any of their assets, together with an Order requiring the Sussman Defendants and the Defendants Mary Chmiel Lori Raham and Liisa Bier or any of them to forthwith provide to the Plaintiffs, or as they may direct, a full and complete accounting of all mortgages, investments, properties (including but not limited to the properties described in the Notice of Motion as the Ballymore Project, the Waterways Project, or the Uptergrove Project), or assets of any kind into which the Plaintiffs’ funds were, or were supposed to have been invested into, was heard this day ~~at []~~in Toronto.

ON READING the ~~Affidavit of [] sworn [], on hearing the submissions of counsel for the Plaintiff~~consent of the Plaintiffs and Sussman, and on noting the undertaking of the

~~Plaintiff~~Plaintiffs to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

SERVICE

1. THIS COURT ORDERS ~~that the~~ time for service of the Notice of Motion, Motion Record, and the Statement of Claim is hereby abridged and validated, and service on the Sussman Defendants in the manner served is hereby validated, so that this motion is properly returnable today, and hereby dispenses with further service thereof.

Mareva Injunction

MAREVA INJUNCTION

2. ~~1.~~ **THIS COURT ORDERS** that ~~the Defendant~~Sussman, and ~~its~~his servants, employees, agents, assigns, officers, directors and anyone else acting on ~~their~~his behalf or in conjunction with ~~any of them~~him, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

a. ~~(a)~~—selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of his assets ~~of the Defendant~~, wherever situate ~~[that are located in Ontario],³ including but not limited to the assets and accounts listed in Schedule “A” hereto;⁴~~

³. See *Mooney v. Orr*, [1994] B.C.J. No. 2652 (B.C.S.C.) and *Pharma-Investment Ltd. v. Clark*, [1997] O.J. No. 1334 (Gen. Div.) for a discussion of the scope of a Mareva Injunction.

⁴. Ordinarily, the plaintiff must show grounds for the belief that the defendant has some assets within the jurisdiction to obtain the injunction in the first place, but in its standard form, the Mareva injunction is not limited to those named assets: *Cretanor Marine Co. Ltd. v. Irish Marine Management Ltd.* [1978] 1 W.L.R. 966 at 973 (C.A.).

b. ~~(b)~~—instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

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

3. ~~2.~~ **THIS COURT ORDERS** that paragraph ~~1~~2 applies to all of ~~the Defendant's~~Sussman's assets whether or not they are in ~~his own~~the name of Sussman and whether they are solely or jointly owned. For the purpose of this ~~order, the Defendant's~~Order, Sussman's assets include any asset which he has the power, directly or indirectly, to dispose of or deal with as if it were his own. ~~The Defendant, but do not include SMFI, 2486976 Ontario Inc. or 1981361 Ontario Inc. (collectively, the "Receivership Companies").~~ Sussman is to be regarded as having such power if a third party holds or controls the assets in accordance with his direct or indirect instructions.⁵

~~3. [THIS COURT ORDERS that if the total value free of charges or other securities of the Defendant's assets [in Ontario] exceeds \$[], the Defendant may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendant's assets [in Ontario] remains above \$[].]~~⁶

Ordinary Living Expenses

4. **THIS COURT ORDERS** that ~~the Defendant~~Sussman may apply for an ~~order~~Order, on at least twenty-four (24) hours notice to the ~~Plaintiff~~Plaintiffs, specifying the amount of funds

^{5.} ~~*Federal Bank of the Middle East Ltd. v. Hadkinson*, [2000] 1 W.L.R. 1695 (Eng. C.A.)~~

^{6.} ~~*Z Ltd. v. A.*, [1982] 1 All ER 556 (C.A.). As a practical point, specifying the maximum amount to be frozen will be simple where the claim relates to a specific amount of money, however this task will be more challenging where the claim is for general damages to be particularized and quantified at a later stage of the litigation. It will also be difficult for the affected financial institutions to determine which assets may be released under this provision. It may therefore be more appropriate to deal with the quantification of the maximum amount to be frozen at the return of the motion.~~

which ~~the Defendant~~ Sussman is entitled to spend on ordinary living expenses and legal advice and representation.⁷

Disclosure of Information

5. THIS COURT ORDERS that ~~the Defendant~~ Sussman prepare and provide to the ~~Plaintiff~~ Plaintiffs within ~~15~~ 15 days of the date of service of this Order, a sworn statement describing the nature, value, and location of his assets worldwide ~~[in Ontario]~~, whether in ~~his~~ Sussman's own name or not and whether solely or jointly owned.⁸ or whether owned directly or indirectly.

6. THIS COURT ORDERS that ~~the Defendant~~ Sussman submit to ~~examinations~~ an examination under oath within ~~10~~ 10 days of the delivery ~~by the Defendant~~ of the aforementioned sworn ~~statements~~ statement.

7. THIS COURT ORDERS that if the provision of any of this information is likely to incriminate ~~the Defendant~~ Sussman, he may be entitled to refuse to provide it, — but is recommended to take legal advice before refusing to provide the information. Wrongful refusal

⁷ ~~*Z Ltd. v. A., supra; Pharma Investments Ltd. v. Clark, supra* at para. 13. This provision may not be appropriate in the case of a specific fraud claim where the misappropriated amount is frozen, since the Defendant cannot be allowed to use funds that are identifiable as obtained wrongfully for living expenses. Further it will be difficult to specify an amount, without evidence from the Defendant regarding his or her needs and assets. See also the practical concerns raised above in footnote 5. Lord Denning has suggested that a separate account be opened so that the financial institutions affected by the order need not determine which sums are required for ordinary living expenses. Depending on the Plaintiff's knowledge of the specific accounts of the Defendant, it might be possible to specify from which account the funds for living expenses may be withdrawn. Given these practical difficulties, it is more appropriate to address the issue of living expenses on the expeditious return of the motion.~~

⁸ ~~The Court has the inherent power to make ancillary orders as appear to be just and convenient to ensure that the exercise of the Mareva jurisdiction is effective to achieve its purpose and may make an order of "discovery in aid", an injunction where the plaintiff has "grounds for believing that the defendant does have assets within the jurisdiction, but has insufficient particulars of the whereabouts of such assets to make the injunction effective": Sharpe, at 2.1070, 2.1080.~~

to provide the information referred to in paragraph 5 herein is contempt of court and may render ~~the Defendant~~ Sussman liable to be imprisoned, fined, or have his assets seized.⁹

Third Parties

8. **THIS COURT ORDERS** ~~that any chartered bank or financial institution~~ (the “Banks”) ~~to~~ or any person having knowledge of this Order shall forthwith freeze and prevent any removal or transfer of monies or assets of ~~the Defendant~~ Sussman held in any account or on credit on behalf of ~~the Defendant, with the Banks~~ Sussman, until further Order of ~~the~~ this Court, ~~including but not limited to the accounts listed in Schedule “A” hereto.~~¹⁰ For greater certainty, paragraphs 8 and 9 herein shall not apply to the Receivership Companies, which shall be governed by the Receivership Order made this day in the proceeding under Court File No. CV-25-00741044-00CL (Chief Executive Officer of The Financial Services Regulatory Authority of Ontario v. Sussman Mortgage Funding Inc. et al) (the “Receivership Order”).

9. **THIS COURT ORDERS** that the Banks forthwith disclose and deliver up to the ~~Plaintiff~~ Plaintiffs any and all records held by the Banks concerning ~~the Defendant’s~~ Sussman’s assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever ~~situate [in Ontario],~~ held on behalf of ~~the Defendant~~ Sussman by the Banks.¹¹

Alternative Payment of Security into Court

⁹. ~~Pharma Investment Ltd. v. Clark, supra at para. 16, but see CBS United Kingdom Ltd. v. Lambert [1983] Ch. 37, [1982] 3 All E.R. 237 (C.A.).~~

¹⁰. ~~Z Ltd. v. A, supra at 563.~~

¹¹. ~~The Plaintiff ordinarily must bear any costs associated with a search of bank records to determine the whereabouts and amounts of the defendant’s assets on deposit: Searose Ltd. v. Seatrain U.K. Ltd. [1981] 1 W.L.R. (Q.B.).~~

10. **THIS COURT ORDERS** that this Order will cease to have effect if ~~the~~
~~Defendant~~Sussman provides security by paying the sum of \$~~45,000,000~~ into Court, and the
Accountant of the Superior Court of Justice is hereby directed to accept such payment.¹²

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~~Order, on ~~four (4)~~10 days notice to the
~~Plaintiff~~Plaintiffs.

Other

12. **THIS COURT ORDERS** that Sussman forthwith surrender his passport to Fogler,
Rubinoff LLP, in trust.

13. **THIS COURT ORDERS** that the Plaintiffs be at liberty and are 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 Plaintiffs are 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.

14. **THIS COURT ORDERS** that Sussman shall pay the Plaintiffs' costs of this motion, up
to and including entry and service of this Order on a substantial indemnity basis, fixed in the
amount of \$_____.

¹² ~~Specifying the amount of security attracts the same practical problems identified in footnote 5.~~

15. ~~12.~~ **THIS COURT ORDERS** that ~~the Plaintiff shall apply for an extension of this Order~~
~~within ten (10) days hereof, failing which this~~ nothing in this Order shall be interpreted to, or
executed in a manner which may, conflict or interfere with the Receivership Order ~~will~~
~~terminate.~~¹³

¹³- ~~Rules of Civil Procedure, R.R.O. 1990, Reg. 194, rule 40.02.~~

SCHEDULE “A”

PIN INVESTMENTS LIMITED et al.

ADDRESS

ACCOUNT
NT
NAME-a
nd-

~~ACCOUNT NO~~ SANDFORD SUSSMAN, a.k.a.
SUSSMAN et al.
Defendants

Commercial List No.: _____

Plaintiff

—and—

Defendant

Court File No. CV-25-00740475-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

ORDER

Email for parties served:

Sandford Sussman, a.k.a. SANDY SUSSMAN: [email]

Sussman Mortgage Funding Inc.: [email]

2486976 Ontario Inc.: [email]

1981361 Ontario Inc.: [email]

2114568 Ontario Inc.: [email]

Alliance Homes Ltd.: [email]

Ballymore Building (Innisfil) Corp.: [email]

Waterways of Muskoka Ltd.: [email]

Mary Chmiel: [email]

FOGLER, RUBINOFF LLP

Lawyers

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Teodora Obradovic (LSO# 80184F)

tobradovic@foglers.com

Tel: 416-365-3716

Fax: 416-941-8852

Lawyers for the Plaintiffs

ONTARIO

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

PROCEEDING COMMENCED AT TORONTO

ORDER

4910-9494-1751.1

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[4910-9494-1751.1](#)

[DOC#12329817v1](#)

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 05/01/2025 1:07:51 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: mareva-order-EN.doc	
Modified DMS: nd://4934-2606-8285/1/Draft Order - Final Mareva Order - May 2 2025.docx	
Changes:	
<u>Add</u>	108
Delete	146
Move From	10
<u>Move To</u>	10
<u>Table Insert</u>	1
Table Delete	8
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	283