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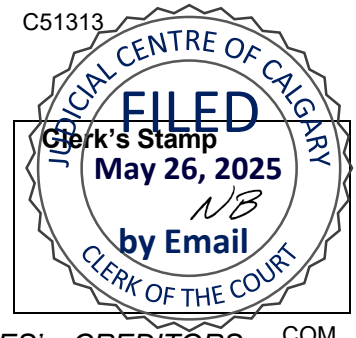

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June 3, 2025

COURT FILE NUMBER:	2401-17986
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 420 INVESTMENTS LTD., 420 PREMIUM MARKETS LTD., GREEN ROCK CANNABIS (EC 1) LIMITED and 420 DISPENSARIES LTD
APPLICANTS	420 INVESTMENTS LTD., 420 PREMIUM MARKETS LTD., GREEN ROCK CANNABIS (EC 1) LIMITED, and 420 DISPENSARIES LTD.
DOCUMENT:	**BENCH BRIEF OF THE APPLICANT**

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File No.: 155857.1002

APPLICATION BEFORE THE HONOURABLE JUSTICE BURNS

TO BE HELD ON JUNE 3, 2025 AT 2PM ON THE COMMERCIAL LIST

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I. OVERVIEW

1. This Bench Brief is submitted on behalf of the Applicants, 420 Investments Ltd. ("**420 Parent**"), 420 Premium Markets Ltd. ("**420 OpCo**"), Green Rock Cannabis (EC 1) Limited ("**Green Rock**") and 420 Dispensaries Ltd. ("**420 Dispensaries**") (collectively, "**FOUR20**" or the "**Applicants**"), in support of their application for an Order (the "**Sanction Order**") sanctioning the Plan of Compromise and Arrangement, dated April 7, 2025 (the "**Plan**"), an Order terminating the within proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*[1] (the "**CCAA**") and discharging KSV Restructuring Inc. in its role as Monitor for the Applicants (the "**Termination and Discharge Order**"), and an Order sealing Confidential Exhibit "A" to the Affidavit of Scott Morrow, sworn on May 26, 2025 (the "**Sealing Order**").

2. The Plan was voted on at the Creditors Meeting on May 12, 2025 and unanimously approved by all Affected Creditors. The Plan meets the statutory requirements of the CCAA is fair and reasonable, and ought to be sanctioned and approved. Furthermore, granting the Termination and Discharge Order will allow for FOUR20's swift and efficient exit from these CCAA Proceedings without the delay, cost, administrative burden, and imposition on Court resources associated with having to bring a separate application to terminate the within CCAA Proceedings and discharge the Monitor.

II. FACTUAL BACKGROUND

3. The Applicants' application is supported by the Affidavit of Scott Morrow, Chief Executive Officer of each of the Applicants, sworn on May 26, 2025 (the "**Morrow Affidavit**").[2] The Applicants rely on the Statement of Facts contained in the Morrow Affidavit. Capitalized terms not defined herein have the meanings given to them in the Morrow Affidavit and the Plan.

A. The Plan

4. The Applicants, in consultation with the Monitor, developed the Plan to, among other things:

   a. provide for a settlement and payment of all Affected Claims; and

   b. ensure the continuation of the operations of the Applicants.[3]

5. The principal features of the Plan include the following, as more fully particularized in the Plan:

   a. the Plan is funded through the settlement funds received through the settlement of the Litigation with Tilray;

   b. Affected Creditors are divided into two classes for the purpose of voting on the Plan:

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[1] RSC 1985, c C-36 [*CCAA*].
[2] Affidavit of Scott Morrow, sworn on May 26, 2025 [**Morrow Affidavit**].
[3] *Ibid* at paras 15, 27.

i. unsecured creditors of all FOUR20 entities (the "**Unsecured Creditors**"); and

ii. secured creditors of 420 OpCo, which consists solely of Stoke Canada Finance Corp. ("**Stoke**").

c. Unsecured Creditors shall receive a cash payment equal to 70% of their Allowed Affected Claim, as well as a top-up equivalent to the remaining 30% of their Allowed Affected Claim through a choice of either shares in 420 Parent (the "**Parent Share Election**") or future proceeds from the Litigation (the "**Litigation Proceeds Election**");

d. Stoke shall be paid in full in cash;

e. any Affected Creditors that have made a Convenience Election shall receive a cash payment equal to the Convenience Amount (being less than or equal to $10,000);

f. the Plan does not affect the following Claims (the "**Unaffected Claims**"):

i. Secured Claims filed against 420 Parent;

ii. Post-Filing Claims;

iii. Crown Claims;

iv. Claims secured by a Charge;

v. Employee Priority Claims;

vi. Intercompany Claims, subject to Section 5.4(e) of the Plan;

vii. D&O Claims that cannot be compromised pursuant to the provisions of Section 5.1(2) of the CCAA; and

viii. Claims that cannot be compromised pursuant to the provisions of Section 19(2) of the CCAA.

g. those with Unaffected Claims were not entitled to vote and are not entitled to receive any distribution under the Plan in respect of such Unaffected Claims;

h. all D&O Claims (except for those that cannot be compromised under Section 5.1(2) of the CCAA) shall be fully, finally, and irrevocably compromised, released, discharged, cancelled, extinguished and barred and the Directors Charge shall be fully and finally discharged from and against the Plan Implementation Fund;

i. on or prior to the Implementation Date, the Applicants shall pay to the Monitor the Administrative Expense Reserve and following the Implementation Date, Administration Expenses (fees and

expenses incurred post-Implementation Date by the Monitor, its legal counsel, the Applicants, their legal counsel, or any third party retained by the Monitor in connection with the administration of the estate) shall be paid from the Administrative Expense Reserve.[4]

6. The Monitor has confirmed that a greater benefit is expected to be derived from the approval of the Plan and the continued operation of the business than would result from acceptance of any of the bids received in the SISP or from a liquidation of the Applicants.[5]

B. The Creditors Meeting

7. On March 27, 2025, the Honourable Justice M. H. Bourque granted an Order (the "**Meeting Order**") that, among other things: (a) accepted the Plan for filing; (b) authorized the Applicants to hold, and present the Plan to Affected Creditors (defined below) at, a meeting of the Affected Creditors to be held on April 11, 2025 (the "**Meeting**"); and (c) subject to approval of the Plan by Affected Creditors at the Meeting, authorized the Applicants to make an application to the Court on April 24, 2025 seeking an Order sanctioning the Plan.[6]

8. On March 31, 2025, in accordance with the Meeting Order, the Monitor sent copies of the Meeting Materials to the Service List and on April 3, 2025, the Monitor sent copies of the Meeting Order and the Meeting Materials to each Affected Creditor at the address set out in such Affected Creditor's Proof of Claim.

9. On April 8, 2025, in accordance with the Meeting Order, the Monitor served the Supplemental Report regarding the Plan pursuant to section 23(1)(d.1) of the CCAA by serving a copy of same on the Service List and by posting such report on the Monitor's Website.

10. As set out in the Meeting Order, Affected Creditors were authorized to vote by proxy by way of the Affected Creditor Proxy Form. Prior to the Meeting, the Monitor counted the votes cast by proxy.

11. At 10:00 a.m. MST on April 11, 2025, the Meeting was convened but unanimously adjourned to May 9, 2025, at 10:00 a.m. MST to allow FOUR20 to bring an application to determine voting eligibility, as more fully described in the Morrow Affidavit. The Meeting was then convened on May 9, 2025 but was again unanimously adjourned to May 12, 2025, to allow FOUR20 and Tilray to finalize and execute a settlement agreement with respect to the Litigation prior to the creditor vote.

12. As set out in the Meeting Order, the Affected Creditors were entitled to vote on the Plan, with Stoke being deemed to vote "yes" due to it receiving cash payout of 100% of its Allowed Affected Claim. In summary, the Plan was approved unanimously by the Unsecured Creditors. As such, the Plan was approved unanimously by both classes of Affected Creditors.

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[4] *Ibid* at para 27.
[5] Third Report of the Monitor dated March 11, 2025, p 22 [Third Report]; Supplement to the Third Report of the Monitor dated April 8, 2025, p 4 [Supplemental Report].
[6] *420 Investments Ltd (Re)*, 2025 ABKB 183.

C. Release Provisions in the Plan

13. Section 1.1 of the Plan describes the released parties to include: (a) the Applicants; (b) the past and current Employees, legal and financial advisors, and other representatives of the Applicants; (c) the Directors and Officers; (d) the Monitor and its legal advisors; and (f) any other Person who is the beneficiary of a release under the Plan (collectively, the "**Released Parties**").[7]

14. The releases are tied to claims that are to be compromised pursuant to the Plan and cover matters in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date relating to, arising out of, or in connection with any Claim, including any Claim arising out of: (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, by the Applicants; (ii) the business of the Applicants; (iii) the Plan, including any transaction referenced in and relating to the Plan; and (iv) the CCAA Proceedings (collectively, the "**Released Claims**").[8]

15. Approval of the Plan, which includes the releases, is a condition precedent to the implementation of the Plan.

16. The Directors and Officers of the Applicants, legal counsel to the Applicants, and the Monitor and its legal counsel are Released Parties and they have contributed their expertise to assist with structuring and negotiation of the Plan, in addition to providing general services and, in the case of legal counsel to the Applicants, the Monitor, and its legal counsel, advice and direction to the Applicants throughout these proceedings.[9]

17. The Released Parties have made significant and often critical contributions to the development and implementation of the Plan. The services, expertise, and financial contribution of the Released Parties were and are necessary for the ultimate success of the Plan.[10]

18. The Released Parties have worked diligently toward ensuring the implementation and restructuring of the Applicants for the benefit of its stakeholders and such efforts have resulted in approval of the Plan by the Affected Creditors and its concomitant recoveries for Affected Creditors. If the Plan is sanctioned and implemented, the Applicants' going concern value will be preserved for all stakeholders.[11]

19. Insofar as the releases relate to the Monitor, the Monitor has carried out its mandate professionally, has been integral to the development of the Plan, and will be administering certain distributions contemplated under the Plan.

20. The release provisions have been fully disclosed to the Affected Creditors in the Plan. To date, no

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[7] Plan of Compromise and Arrangement, dated April 7, 2025 [**Plan**], section 1.1.
[8] *Ibid*, section 8.2.
[9] Morrow Affidavit, *supra* note 2 at pars 29-30.
[10] *Ibid*.
[11] *Ibid*.

party has raised any concern with the Applicants regarding the proposed releases.[12]

21. The Monitor is supportive of the Plan and is of the view that the Applicants have pursued the Plan with due diligence and good faith. The Monitor concludes that the Plan will result in recoveries to Affected Creditors greater than would be received the Sale Scenario (as defined in the Plan).[13]

III. ISSUES

22. The issues to be determined by this Court are as follows:

    a. Should the Plan be sanctioned by this Court?

    b. Should the Termination and Discharge Order terminating the within CCAA Proceedings and discharging the Monitor be granted?

    c. Should the Sealing Order be granted over Confidential Exhibit "A" to the Morrow Affidavit?

IV. LAW AND ARGUMENT

A. The Plan Should be Sanctioned

23. This Honourable Court has jurisdiction pursuant to section 6(1) of the CCAA to sanction a plan of compromise or arrangement if a majority in number representing two-thirds in value of the creditors present and voting at a meeting of creditors has approved the Plan.[14]

24. The Plan was approved by the required majority of the Affected Creditors representing more than two thirds in value and fifty percent in number, voting at the Meeting in person and by proxy, with all Affected Creditors voting unanimously in favour of the Plan.

25. As such, the last remaining step is Court approval of the Plan. The test to be applied for Court approval of the Plan is well-established:

    a. there must be strict compliance with all statutory requirements;

    b. all material filed and procedures carried out must be examined to determine if anything has been done or purported to be done which is not authorized by the CCAA; and

    c. the Plan must be fair and reasonable.[15]

(1) The Applicants Have Complied with the Statutory Requirements

26. When considering if the applicant has complied with all statutory requirements under the CCAA, the Court

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[12] *Ibid* at para 31.
[13] Third Report, *supra* note 5, p 22.
[14] CCAA, *supra* note 1, s 6(1).
[15] *Laurentian University of Sudbury,* 2022 ONSC 5645 [***Laurentian***] at para 23; *Bul River Mineral Corp*, *Re,* 2015 BCSC 113 at para 40, citing *Canwest Global Communication Corp, Re,* 2010 ONSC 4209 at para 14.

may consider whether:

a. the Applicants come within the definition of a "debtor company" under section 2(1) of the CCAA;

b. the applicant has total claims in excess of $5,000,000;

c. the creditors were properly classified;

d. the notice of meeting was sent in accordance with the Meeting Order;

e. the meeting was properly constituted;

f. the voting was properly carried out; and

g. the plan was approved by the requisite majorities.[16]

27. This Court determined that the Applicants came within the definition of "debtor company" under section 2(1) of the CCAA.[17] As the Claims Procedure has confirmed, the Applicants (as affiliated debtor companies) have total aggregate claims well in excess of $5,000,000.[18]

28. In addition, the Plan complies with the statutory requirements set out in subsections 6(3), 6(5), and 6(6) of the CCAA.

29. The Plan has two classes of creditors who were entitled to vote on the Plan, that being the Unsecured Creditors and Stoke.[19] This was appropriate as the two classes of Affected Creditors hold the same type of claims (i.e., secured vs unsecured), the nature and rank of the Affected Creditors in those two classes is the same, and the remedies available to the Affected Creditors in those two classes are the same.

30. The Meeting was properly constituted, and the voting carried out, in accordance with the Meeting Order.

(2) The Plan is Fair and Reasonable

31. Perfection is not required when assessing whether a plan is fair and reasonable; rather, in assessing the fairness and reasonableness of the Plan, this Court should consider the relative degree of prejudice that would flow if the relief sought was granted or refused, and whether the Plan represents a reasonable and fair balancing of interests in light of the other commercial alternatives available.[20]

32. In doing so, the Court may consider the following factors:

a. whether the claims were properly classified and whether the requisite majorities of creditors approved the Plan;

b. what creditors would receive in a bankruptcy or liquidation as compared to the Plan;

c. alternatives available to the Plan and bankruptcy;

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[16] *Laurentian*, *supra* note 15 at para 24.
[17] Morrow Affidavit, *supra* note 2 at Exhibit "A".
[18] Third Report, *supra* note 5, p 7.
[19] Third Report, *supra* note 5, p 14.
[20] *Laurentian*, *supra* note 15 at para 31.

d. oppression of the rights of creditors;

e. unfairness to shareholders; and

f. the public interest.[21]

33. The Plan is fair and reasonable, given that:

a. the Claims of Affected Creditors were properly classified, and the Affected Creditors unanimously approved the Plan;

b. the Monitor has completed a comparative analysis based on the information from the binding offers in Phase 2 of the SISP, where it was reflected that the Affected Creditors are projected to receive consideration from the Plan that would be greater than they would receive in the Sale Scenario, together with the opportunity to participate in the future success of the Applicants' going concern business or the outcome of the Litigation;[22]

c. the Plan treats all Affected Creditors within the same class equally in terms of treatment under the Plan and distributions under the Plan, and the only persons that receive different treatment are creditors holding Unaffected Claims (which must be treated differently than the Affected Creditors due to the factual or legal nature of their claims); and

d. the Plan will advance, preserve, and protect the Applicants' retail operations while providing a recovery to stakeholders that would not otherwise be available to them.[23]

34. Accordingly, all these factors weigh in favour of sanctioning the Plan. The Plan fulfills the principal goal of these CCAA Proceedings: it effects a going concern restructuring of the Applicants as ongoing businesses. As well, the Plan provides for significant recoveries to holders of Affected Claims.

35. The Court's discretion should be informed by the objectives of the CCAA, namely, to facilitate the reorganization of a debtor company for the benefit of the company, its creditors, and employees. Parliament has recognized that reorganization, if commercially feasible, is in most cases preferable, economically and socially, to liquidation.[24]

36. An important measure of whether a plan is fair and reasonable is the degree to which it is supported by the creditors and the relevant stakeholders of the debtor company. This support, which reflects the business judgment of the participants that their interests are treated equitably under the Plan, creates an inference that the arrangement is fair and reasonable to those who may be affected by it. The Court should be reluctant to interfere with the business decisions of creditors reached as a body.[25] The Affected Creditors unanimously voted in favor of the Plan.

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[21] *Ibid* at para 32.
[22] Third Report, *supra* note 5; Supplemental Report, *supra* note 5.
[23] Third Report, *supra* note 5, p 21-22.
[24] *Canadian Airlines Corp., Re,* 2000 ABQB 442 [***Canadian Airlines***] at paras 95 and 97.
[25] *Ibid.*

37. The classification of creditors for voting purposes was opposed by High Park at the hearing of the application to grant the Meeting, wherein High Park argued that it should not be deemed Unaffected by the Plan. The classification of creditors for voting purposes was, however, affirmed by Justice Bourque and the Plan was ultimately approved by all Affected Creditors voting on the Plan, including by High Park and Tilray voting through the Assigned Claims.

38. Finally, the Plan furthers the public interest by preserving the Applicants' enterprise value, allowing the business to continue as a going concern while ensuring material recoveries for Affected Creditors.

(3) The Releases Should be Granted

39. The Releases contemplated in the Plan are standard in CCAA plans of arrangement and should be granted. If sanctioned, the Plan would provide releases for a number of parties as outlined above. The Releases are necessary to bring finality and certainty to these CCAA Proceedings.

40. The CCAA does not expressly provide for the granting of third-party releases. However, it is well-established that CCAA Courts have jurisdiction to sanction plans containing third-party releases. As stated by the Ontario Court of Appeal in *Metcalfe & Mansfield Alternative Investments II Corp, Re,* "the open-ended CCAA permits third-party releases that are reasonably related to the restructuring at issue because they are encouraged in the comprehensive terms 'compromise' and 'arrangement' and because of the double- voting majority and court-sanctioning statutory mechanism that makes them binding on unwilling creditors."[26]

41. In considering whether to approve releases in CCAA proceedings, including third-party releases, Courts have considered a number of factors, including whether:

    a. the released claims are rationally connected to the purpose of the plan;

    b. the plan can succeed without the releases

    c. whether the parties being released contributed to the plan;

    d. the releases benefit the debtors as well as the creditors generally;

    e. whether the creditors voting on the plan have knowledge of the nature and the effect of the releases; and

    f. whether the releases are fair, reasonable, and not overly-broad.[27]

42. The releases contemplated in Article 8 of the Plan should be approved, given that:

    a. the Released Claims are rationally connected to the purpose of the Plan, they cover matters relating to, arising out of or in connection with any Claim, including any Claim arising out of: (i) the

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[26] *Metcalfe & Mansfield Alternative Investments II Corp, Re,* 2008 ONCA 587 [*Metcalfe & Mansfield*] at para 78.
[27] *Laurentian*, *supra* note 15 at para 40, citing *Lydian International Limited (Re),* 2020 ONSC 4006 [*Lydian*] at para 54; *Metcalfe & Mansfield*, *supra* note 26 at paras 70 to 71.

restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, entered into by the Applicants ; (ii) the Plan and any other transactions referenced in and relating to the Plan; and (iii) the CCAA proceedings;

b. approval of the Plan, which includes the releases, is a condition precedent to the implementation of the Plan;

c. each of the Released Parties have made important critical contributions to the development and implementation of the Applicants' restructuring and the Plan; the services, expertise and financial contribution of the Released Parties were and are necessary for the ultimate success of the Plan;

d. the restructuring of the Applicants and the Plan which will advance, preserve and protect the business and retail operations of the Applicants and provide a recovery to stakeholders that would not otherwise be available to them;

e. the Releases ensure that all stakeholders in these CCAA proceedings have certainty and finality about their liabilities at the conclusion of the Applicants successful restructuring; and

f. the release provisions have been fully disclosed to the Affected Creditors in the Plan and no party has raised any concern regarding the proposed releases.

43. Canadian Courts have exercised their authority to grant similar releases, including in circumstances where the released claims included claims of parties who did not vote on the plan and were not eligible to receive distributions.[28]

44. The Applicants respectfully submit that, based on the significant contributions of the Released Parties, the proposed releases are fair and reasonable in the circumstances, and that the contributions made by the Released Parties were and are critical to design, negotiation, implementation, and successful approval of the Plan.

B. Discharge of the Monitor and Termination of the CCAA Proceedings

45. The Applicants submit that it is appropriate for the Court to define the process for termination of these CCAA Proceedings and discharge of the Monitor in the event that the Plan is approved by this Honourable Court and is implemented in accordance with its terms.

46. The requested form of order defines a two-stage approach for the conclusion of the CCAA Proceedings and discharge of the Monitor.

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[28] See e.g., *Delta 9 Cannabis Inc. et al*, Alberta Court of King's Bench Action No. 2401-09688, Order – Sanction of Plan and Stay Extension, granted on January 29, 2025 at paras 25-28; *Delta 9 Cannabis Inc. et al*, Alberta Court of King's Bench Action No. 2401-09688, Application of Delta 9 Cannabis et al filed January 2, 2025 at Schedule "A" of Schedule "A" at Article 9; *Target Canada Co et al*, CV-15-10832-00CL, Sanction and Vesting Order, granted on June 2, 2016 (ONSC) at para 29 and Article 7 of the Plan.

47. Firstly, upon the filing of the CCAA Termination Certificate by the Monitor confirming that the Plan and all associated steps have occurred or deemed to have occurred, these CCAA proceedings will be concluded.

48. Secondly, upon the filing of the Monitor's Discharge Certificate confirming: (1) all cash distributions to be made under the Plan have been made; (2) all shares to be issued pursuant to the Parent Share Election in the Plan have been issued; and (3) all Litigation Proceeds Promissory Notes to be issued pursuant to the Litigation Proceeds Election in the Plan have been issued, the Monitor will be discharged and released from any and all further obligations as Monitor and any and all liability in respect of any act done by the Monitor in these CCAA Proceedings, and its conduct as Monitor pursuant to its appointment in accordance with the Initial Order, or otherwise, provided however, that notwithstanding its discharge, the Monitor will remain Monitor to perform such incidental and administrative duties as may be required under the Plan and the Monitor will continue to have the benefit of the provisions of all Orders in these proceedings, including all approvals, protections and stays of proceedings in favour of the Monitor in its capacity as Monitor.

49. The proposed two-stage approach will provide an efficient and organized manner of concluding the CCAA proceedings and effecting the Monitor's discharge. It will allow stakeholders and other interested persons to easily confirm the status of the CCAA Proceedings by the filing of the CCAA Termination Certificate and the Monitor's Discharge Certificate. The proposed process will minimize unnecessary costs and expenses by avoiding the need for the Applicant or the Monitor to prepare and file additional applications with the Court to conclude the CCAA proceedings and seek the Monitor's discharge at the applicable time.

50. In addition, the proposed two-stage process will allow for the conclusion and termination of the CCAA proceedings promptly following implementation of the Plan so that FOUR20 may exit creditor protection and continue operating its business in the normal course for the benefit of stakeholders while simultaneously preserving the Monitor's oversight and involvement in the administration of final tasks under the Plan.

51. Courts have previously granted orders termination CCAA proceedings on terms similar to those in the proposed Termination and Discharge Order, including orders where certain relief is only effective upon the monitor filing a certificate with the Court.[29] Furthermore, the discharge of the Monitor upon filing of the Monitor's Discharge Certificate is also consistent with discharges granted by courts in other CCAA proceedings.[30]

52. FOUR20 understands that the Monitor supports the relief sought in the Termination and Discharge Order.

C. A Sealing Order Should be Granted

53. Pursuant to Part 6, Division 4, of the Alberta *Rules of Court*, this Court has the discretion to order that any

[29] See e.g., *Re Payless Shoesource Canada Inc. and Payless Shoesource Canada GP Inc.*, Court File No. CV-19-006114629-00CL, Order of the Honourable Justice McEwen, dated September 15, 2020.
[30] *Ibid*.

document filed in a civil proceeding be treated as confidential, sealed and not form part of the public record.[31]

54. The test to be applied to determine whether a sealing order is appropriate is set out in *Sierra Club of Canada v Canada (Minister of Finance)*,[32] as recast in *Sherman Estate v Donovan*:[33]'

    a. whether court openness poses a serious risk to an important public interest;

    b. whether the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and

    c. as a matter of proportionality, the benefits of the order outweigh its negative effects.[34]

55. The Supreme Court has explicitly recognized that a party's legitimate commercial interests constitute an "important public interest" for purposes of this test.[35] An important commercial interest includes preserving information that is intended to be confidential, and where disclosure would frustrate the promotion and protection of competition.[36] Whether a sealing order should be granted is ultimately a matter of judicial discretion.[37]

56. In this case, the Settlement Agreement is subject to a confidentiality provision and contains confidential information that should be protected. If the Sealing Order is not granted, there is a risk to the overriding public interest of facilitating settlement of disputes and the avoidance of litigation.

57. In the circumstances, the temporary sealing of the Settlement Agreement is the least restrictive means to maintain the confidentiality of the confidential information contained therein. It is unlikely that any stakeholder will be prejudiced if the Settlement Agreement is sealed.

V. RELIEF SOUGHT

58. The Applicants submit that they have met all of the qualifications required to obtain the requested relief and respectfully request that this Court grant the proposed form of order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 26th DAY OF MAY, 2025.

STIKEMAN ELLIOTT LLP

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[31] *Rules of Court*, AR 124/2010, Part 6, Division 4.
[32] *Sierra Club of Canada v Canada (Minister of Finance),* 2002 SCC 41 [*Sierra Club*].
[33] *Sherman Estate v Donovan*, 2021 SCC 25 [*Sherman Estate*].
[34] *Ibid* at paras 37-38; *Sierra Club*, *supra* note 32 at para 53.
[35] *Sherman Estate*, *supra* note 33 at para 41; *Sierra Club*, *supra* note 32 at paras 60-61.
[36] *Dow Chemical Canada ULC v Nova Chemicals Corporation*, 2015 ABQB 81 at paras 50-51, 54 [*Dow Chemical*]; see also *Lewis v Uber Canada Inc*, 2023 ONSC 5134 at para 12.
[37] *Dow Chemical*, *supra* note 36 at para 36.

Karen Fellowes, K.C. / Archer Bell
Counsel for FOUR20

VI. LIST OF AUTHORITIES

1. *Companies' Creditors Arrangement Act,* RSC 1985, c C-36
2. *420 Investments Ltd (Re)*, 2025 ABKB 183
3. *Laurentian University of Sudbury,* 2022 ONSC 5645
4. *Bul River Mineral Corp*, *Re,* 2015 BCSC 113
5. *Canwest Global Communication Corp, Re,* 2010 ONSC 4209
6. *Canadian Airlines Corp., Re*, 2000 ABQB 442
7. *Metcalfe & Mansfield Alternative Investments II Corp, Re,* 2008 ONCA 587
8. *Lydian International Limited (Re),* 2020 ONSC 4006
9. *Delta 9 Cannabis Inc. et al*, Alberta Court of King's Bench Action No. 2401-09688, Order – Sanction of Plan and Stay Extension, granted on January 29, 2025
10. *Delta 9 Cannabis Inc. et al*, Alberta Court of King's Bench Action No. 2401-09688, Application of Delta 9 Cannabis et al filed January 2, 2025
11. *Target Canada Co et al*, CV-15-10832-00CL, Sanction and Vesting Order, granted on June 2, 2016 (ONSC)
12. *Re Payless Shoesource Canada Inc. and Payless Shoesource Canada GP Inc.*, Court File No. CV-19-006114629-00CL, Order of the Honourable Justice McEwen, dated September 15, 2020
13. *Rules of Court*, AR 124/2010
14. *Sierra Club of Canada v Canada (Minister of Finance),* 2002 SCC 41
15. *Sherman Estate v Donovan*, 2021 SCC 25
16. *Dow Chemical Canada ULC v Nova Chemicals Corporation*, 2015 ABQB 81
17. *Lewis v Uber Canada Inc*, 2023 ONSC 5134