



Court File No. CV-24-00731806-00CL

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

THE HONOURABLE
JUSTICE J. DIETRICH

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TUESDAY, THE 15TH
DAY OF JULY, 2025

B E T W E E N:

**PRODUCTIVITY MEDIA INCOME FUND I LP, by its general partner,
PRODUCTIVITY MEDIA INC., by its court-appointed receiver and manager,
KSV RESTRUCTURING INC.**

Plaintiff

and

**THE ESTATE OF WILLIAM GREGORY SANTOR by its Executrix SONJA SANTOR,
SONJA SANTOR, also known as SONJA NISTELBERGER, RADIANT FILMS
INTERNATIONAL INC., DARK STAR PICTURES (CANADA) INC., CONCOURSE
MEDIA INC., JOKER FILMS PRODUCTIONS INC., 8397830 CANADA INC.,
PRODUCTIVITY MEDIA RELEASING INC., PRODUCTIVITY MEDIA RENTALS INC.,
PRODUCTIVITY MEDIA PRODUCTIONS (CAYMAN) LTD., PROSAPIA CAPITAL
MANAGEMENT CORP., PROSAPIA HOLDINGS INC., PROSAPIA PROPERTY
MANAGEMENT INC., PROSAPIA WEALTH MANAGEMENT LTD., ERBSCHAFT
CAPITAL CORP., STREAM.TV (CAYMAN) LTD., STARK INDUSTRIES LIMITED,
JOHN DOE, MARY DOE, and ABC COMPANY**

Defendants

**ORDER
(Mareva Continuation)**

THIS MOTION, made by Productivity Media Income Fund I LP, by its general partner Productivity Media Inc., by its court-appointed receiver and manager, KSV Restructuring Inc. (collectively, the **Plaintiff**), together with the Defendant Sonja Santor, also known as Sonja Nistelberger, for an Order varying the Order of Justice Black dated December 2, 2024 (the **Mareva Order**), was heard this day at Toronto by judicial videoconference via Zoom.

ON READING the materials filed, and on hearing the submissions of counsel for the Plaintiff, and counsel for the Defendants, THE ESTATE OF WILLIAM GREGORY SANTOR by its Executrix SONJA SANTOR, SONJA SANTOR a.k.a. SONJA NISTELBERGER, RADIANT FILMS INTERNATIONAL INC., DARK STAR PICTURES (CANADA) INC., CONCOURSE MEDIA INC., JOKER FILMS PRODUCTIONS INC., 8397830 CANADA INC., PRODUCTIVITY MEDIA RELEASING INC., PRODUCTIVITY MEDIA RENTALS INC., PRODUCTIVITY MEDIA PRODUCTIONS (CAYMAN) LTD., ERBSCHAFT CAPITAL CORP., STREAM.TV (CAYMAN) LTD., and STARK INDUSTRIES LIMITED (collectively, the **Mareva Defendants**),

ON READING the Notice of Motion and Factum of the Plaintiff, as well as the Third Report of the Receiver filed in the related Court File No. CV-24-00730869-00CL (the **Receivership**),

ON READING the Settlement Agreement between the Receiver and Ms. Santor dated June 16, 2025, attached to the Third Report of the Receiver (the **Settlement Agreement**),

AND ON HEARING the submissions of counsel for the Plaintiff and counsel for the Mareva Defendants and counsel for Alan Plaunt and 1401713 Alberta Ltd.,

AND ON BEING ADVISED that the within Order is on Consent of the Plaintiff and the Mareva Defendants,

1. **THIS COURT ORDERS** that the relief granted in the *Mareva* Order, as amended by the December 12, 2024 Mareva Continuation Order of the Honourable Justice Black, the December 19, 2024 Mareva Continuation Order of the Honourable Justice Cavanagh, the January 2, 2025 Mareva Continuation Order of the Honourable Justice Kimmel, the January 28, 2025 Mareva Continuation Order of the Honourable Justice Black, the February 14, 2025 Mareva Continuation Order of the Honourable Justice Black, and the March 24, 2025 Mareva Continuation Order of the Honourable Justice Black, shall be continued and remain in force, subject to the variations set out below.

Discharge of Mareva Order against Ms. Santor and 839 Canada

2. **THIS COURT ORDERS** that the *Mareva* Order is varied, effective the date of this Order, to remove the Defendants, Sonja Santor (**Ms. Santor**) and 8397830 Canada Inc. (**839 Canada**) from the definition of “Mareva Defendants”. The *Mareva* Order shall be entirely discharged and of no further effect respecting the assets of Ms. Santor (except

for her interest in the property located at West Bay Beach North Block 10A Parcel 150, Vista Del Mar, Cayman Islands (the **VDM Property**), as particularized in this Order) or 839 Canada. For clarity, the Mareva Injunction shall be continued and remain in force as against all other Mareva Defendants.

3. **THIS COURT ORDERS** that the VDM Property shall remain subject to the terms of the Injunction Prohibiting Disposal of Assets in the Cayman Islands granted by the Grand Court of the Cayman Islands on December 5, 2024.
4. **THIS COURT FURTHER ORDERS** that Ms. Santor shall be permitted to deposit, remove or transfer monies or assets from any accounts, registered savings plans, investment accounts, or other assets held with the Financial Institutions in Ms. Santor's name (**Ms. Santor's Accounts**), including but not limited to TD bank account 6372309 (the **TD Account**). The Financial Institutions (as defined in the *Mareva* Order) shall no longer be required to restrain or freeze Ms. Santor's Accounts from the date of this Order.
5. **THIS COURT ORDERS** that Ms. Santor shall no longer be required to provide KSV Restructuring Inc., through their respective counsel, a daily screenshot of activity in the TD Account or any other bank account of Ms. Santor.

Sale of Assets by Receiver

6. **THIS COURT ORDERS** that KSV Restructuring Inc., in its capacity as court appointed receiver and manager of Productivity Media Inc., Productivity Media Income Fund I LP, and 839 Canada (the **Receiver**), is authorized to dispose of or sell any of the assets of the Mareva Defendants, notwithstanding the *Mareva* Order:
 - (a) Upon the mutual written consent of the Receiver and Ms. Santor, but only during any time prior to payment to Ms. Santor in full of the US\$500,000 described in the Settlement Agreement as the "Second Payment"; and
 - (b) Following payment to Ms. Santor in full of the "Second Payment", with the cooperation of Ms. Santor, which cooperation Ms. Santor shall provide at no further cost, except out-of-pocket expenses for which she will be reimbursed at cost on a timely basis by the Receiver. For greater certainty, after payment in full to Ms. Santor of the Second Payment, her consent shall not be required to sell all other assets of the Defendants.

7. **THIS COURT ORDERS** that the Receiver shall coordinate with Ms. Santor in respect of her efforts to sell the VDM Property on terms subject to the consent of the Receiver, such consent being subject to the approval of this Court on notice to the Service List in the Receivership.
8. **THIS COURT ORDERS** that Ms. Santor shall obtain the Receiver's express written consent prior to selling, encumbering, or otherwise dealing with any property identified in section 2(c) of the Settlement Agreement.

No Further Living Expenses to Ms. Santor

9. **THIS COURT ORDERS** that effective May 31, 2025, Ms. Santor shall have no further entitlement to payment of ordinary living expenses from the assets of the Mareva Defendants.

Studio City Proceeds

10. **THIS COURT ORDERS** that Ms. Santor and her legal counsel shall be entitled to the proceeds, if any, of the IRS non-resident tax withholdings and California Tax Board non-resident tax withholdings, which are respectively estimated to total US\$202,000 and US\$34,000, which amounts relate to the sale of the condominium unit located at 203, 12045 Guerin Street, Studio City, California, USA (collectively the **Studio City Proceeds**), as follows:
 - (a) US\$105,000 shall be paid to Fogler Rubinoff LLP, in trust, for use by Ms. Santor and the Mareva Defendants for paying Fogler Rubinoff LLP legal fees, disbursements, and applicable taxes; and
 - (b) The balance shall be paid to Ms. Santor.

Dismissal of Action against Ms. Santor


11. **THIS COURT ORDERS** that the within action is hereby dismissed as against Ms. Santor without costs, subject to the terms of the Settlement Agreement approved in the Receivership.
12. **THIS COURT ORDERS** that, pursuant to the Settlement Agreement, Ms. Santor shall be removed as a defendant in the action, and the Plaintiff is granted leave to file an Amended Statement of Claim in the form attached as Schedule A to the Notice of Motion.

13. **THIS COURT ORDERS** that the terms of the Settlement Agreement as between the Plaintiff and Ms. Santor shall be disclosed to every other non-settling party by no later than the earlier of (i) seven days after the Settlement Agreement is reached, and (ii) the taking of any further step in the proceeding by any party to the Settlement Agreement.

Continuation of Mareva Order

14. **THIS COURT FURTHER ORDERS** that the terms of the *Mareva* Order are otherwise continued until the earlier of:

- (a) Dismissal or discontinuance of this Action against all Defendants; or
- (b) The expiry of 60 days following pronouncement of final judgment in this Action.



JUSTICE J. DIETRICH

**PRODUCTIVITY MEDIA INCOME FUND I LP, by its general partner
PRODUCTIVITY MEDIA INC., by its court-appointed receiver and
manager KSV RESTRUCTURING INC.**

Plaintiff

THE ESTATE OF WILLIAM GREGORY SANTOR ET AL

Defendants

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

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