Court of King's Bench of Alberta

Citation: Baker Law Firm v Colors Unlimited Inc, 2024 ABKB 53

Date: 20240130
Docket: 2101 08911
Registry: Calgary

2024 ABKB 53 (CanLII)

Between:

Baker Law Firm

Appellant

- and -

Colors Unlimited Inc, Kon-strux Developments Inc., Pelletier Litigation, Ryan Pelletier, Shannon Lenstra, and Joseph Grech

Respondents

Reasons for Decision
of the
Honourable Justice D.A. Labrenz

Appeal from the Decision by
J.T. Prowse, The Honourable Applications Judge
Dated the 12th day of September 2022
Docket: (2101 08911)

Introduction

[1] This matter came before me as an appeal of Applications Judge Prowse's September 12, 2022, decision that refused to order the disclosure of a privileged settlement agreement as between Kon-strux Developments Inc. ["Kon-strux"], Colors Unlimited Inc. ["Colors"], and David and Selina Holt ["the Holts"]. The Appellant, Baker Law Firm, seeks the production of the solicitor's file pertaining to said settlement agreement on the basis that the Respondents Joseph Grech, Shannon Lenstra, Colours, Kon-strux, Ryan Pelletier and Pelletier Litigation, orchestrated the settlement to defeat Baker Law Firms claim for legal fees.

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Overview

[2] The following provides the necessary background and context to the within appeal.

[3] Mr. Baker, a practising lawyer, at Baker Law Firm previously acted for Kon-strux. The Holts retained Kon-strux to complete a renovation on a home owned by the Holts. Colors was a subcontractor of Kon-strux with respect to this renovation.

[4] Mr. Baker commenced an action on behalf of Kon-strux and filed a builder's lien against the Holts with respect to that renovation work that it performed ["the Holt Action"]. The Baker Law Firm also commenced a claim on behalf of Kon-strux against other individuals relating to an unrelated renovation project. Those individuals are not parties to the action nor respondents to the within application or appeal.

[5] Colors had an interest, as a sub-contractor, in Kon-strux being paid by the Holts.

[6] The parties in the Holt Action attended court to resolve the issue of whether the Holts and Kon-strux were subject to a mandatory arbitration contained within their contract. While it is unnecessary to reiterate the details of these prior court appearances, I note that on May 5, 2021, the Holts were successful, and the court awarded $52,500 in costs against Kont-strux, and Justice K.D. Nixon appointed an arbitrator.

[7] Following the costs award, Mr. Baker sent a letter to the Holts offering settlement. After rejection of the settlement offer, and while making a counteroffer, Mr. Baker advised that if the counteroffer was refused, Kon-strux's claim would be assigned to Colors, that the Baker Law Firm would continue the action as counsel to Colors, and that Colors had no financial constraints preventing the matter from being taken to conclusion. Mr. Baker drafted assignment documentation effective May 5, 2021, stating that Colors would purchase the proceeds of the Holt and Elliot actions in return for a set off of the amount owing by Kon-strux to Colors, and that Baker Law Firm's legal fees would be paid first from the proceeds of litigation, with the balance going to Colors.

[8] Shortly thereafter, in June 2021, the solicitor-client relationship broke down between Kon-strux, Colors and Mr. Baker, and Mr. Baker resigned as their counsel.

[9] After Mr. Baker resigned, Kon-strux approached the Holts directly, and an agreement was reached on a rough settlement framework. Kon-strux retained Mr. Pelletier as legal counsel to finish negotiating and to draft the written settlement agreement, which required in part, that the settlement proceeds of $90,000 be held in Mr. Pelletier's trust account. Mr. Pelletier notified Mr. Baker to advise that he had been retained, explained why he had been retained, and advised

that he was in the process of finalizing settlement. On July 11, 2021, Kon-strux and the Holts settled the Holt Action and entered into a Consent Order dismissing the Action.

[10] On July 14, 2021, Baker Law Firm filed a Statement of Claim against Kon-strux and Colors for its unpaid legal fees, as well as an order compelling Kon-strux into bankruptcy. The Statement of Claim further sought the appointment of a trustee in bankruptcy over the estate of Kon-strux, along and a charging order pursuant to *Rule* 10.4 of the *Alberta Rules of Court* concerning the proceeds of litigation from the Holt Action and Elliot Actions.

[11] On September 9, 2021, Baker Law Firm amended its Statement of Claim to include Mr. Pelletier, his law firm Pelletier Litigation, Shannon Lenstra (the principal of Kon-strux), and Joseph Grech (the principal of Colors) as defendants. The Amended Statement of Claim alleges that Mr. Pelletier and Pelletier Litigation conspired to defeat Mr. Baker's claim for unpaid legal fees by way of fraudulent preference, as well as making various allegations of professional negligence.

[12] In November 2021, AJ Prowse stayed all matters related to this lawsuit pending two applications that would proceed concurrently, the first being a summary dismissal application brought by the Pelletier defendants, and the second being a disqualification application brought by Baker Law Firm to disqualify Mr. Pelletier from continuing to act.

[13] Baker Law subsequently brought applications to compel production of the settlement agreement, the production of the solicitor's file pertaining relating to the agreement, and to compel Shannon Lenstra to answer questions refused at questioning. The Holts were named as respondents to this application because they are parties to the settlement agreement. They were not named as defendants in the action brought by the Baker Law Firm.

[14] Baker Law Firm's production application was heard and dismissed by AJ Prowse on September 12, 2022.

[15] On July 14, 2023, the summary dismissal application proceeded before AJ Farrington. The application judge summarily dismissed Baker Law Firm's action as against the Pelletier defendants and directed that Mr. Pelletier cannot participate in questioning, or during related court proceedings, but stopped short of disqualifying him from otherwise continuing to advise his clients with their informed consent. AJ Farrington subsequently issued a written endorsement relating to costs as filed September 26, 2023.

[16] Baker Law Firm appealed AJ Prowse's September 2022 decision dismissing its production application in relation to the settlement agreement and the solicitor's file, which resulted in the hearing before me on October 5, 2023. At the time of the appeal hearing, counsel advised the summary dismissal decision of AJ Farrington was still within the timeframe for appeal but did not advise as to whether an appeal would be filed.

Decision of AJ Prowse to dismiss Baker Law Firm's Production Application

[17] On September 12, 2022, AJ Prowse heard and dismissed Baker Law Firm's Application, which sought production of the settlement agreement along with the related solicitor's file.

[18] AJ Prowse identified the fundamental issues in dispute as follows: (1) Is Mr. Baker owed legal fees, and if so, what amount of legal fees is he owed, and (2) Does Mr. Baker have priority to the settlement funds because of the establishment of a charging order?

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[19] During the hearing, Mr. Baker raised some concern that Colours would be treated as a preferred creditor of Kon-strux because of the settlement agreement. While the parties to the Settlement Agreement objected to producing the settlement agreement for Mr. Baker's inspection because it was privileged, the settlement parties agreed to provide a copy of the settlement agreement to the Court. AJ Prowse reviewed it and stated at p. 63 of the transcript as follows:

> I can confirm that, pursuant to the ... Presumed to be based that Mr. Baker will be paid first to the extent he succeeds in getting a charging order, then if he succeeds in getting a quantity awarded to him of legal fees of $90,000 or more, then Colors will receive nothing pursuant to the settlement agreement.

[20] In dismissing Baker Law Firm's application on September 12, 2022, AJ Prowse stated at p. 64 of the transcript:

> In my view, which I have expressed during interactions with counsel this afternoon, now that it is established that the full settlement funds are held in trust by Mr. Pelletier and will not be disbursed until there has been an adjudication of whether Mr. Baker is entitled to a charging order, in my mind, the application today is not something that is a worthwhile endeavor because Mr. Baker, if he succeeds in getting a charging order, will have priority up to and including the full amount of the settlement funds.
>
> ...
>
> ...what utility is there to go down the road of talking about production of documents with respect to a fraudulent preference action that now that we know what we know today is clearly lacking in merit.

The Preliminary Question of Mootness

[21] Mr. Verjee KC, on behalf of the Pelletier respondents, takes the position that the appellant's application for production of the settlement agreement and related documentation was advanced in support of the summary judgment application, along with the disqualification application, which was heard by AJ Farrington in July of 2023. As I have already noted, AJ Farrington dismissed the appellant's action against the Pelletier defendants. As such, Mr. Verjee argues that the present appeal is moot.

[22] Mr. Findlater, on behalf of the appellants, disputes this characterization by suggesting that the application for production was more broadly stated as part of an application to produce records as against all defendants. Relatedly, Mr. Findlater suggests that of the question of mootness arises, it does so against the Pelletier defendants because they are no longer part of this action following the summary dismissal.

[23] While there is something to be said in favour of both submissions, I conclude that the production of the settlement documentation was sought on a broad basis and not simply as part of the summary judgment application. I therefore do not consider this appeal to be moot. I would add, however, if I am wrong in reaching this conclusion, my decision on the merits does not assist the appellant.

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Issues and Positions of the Parties

[24] Baker Law Firm argues that the settlement agreement and solicitor file pertaining to the creation of the settlement agreement should be disclosed. Relatedly, Baker Law Firm asks the Court to direct, following production, that Ms. Lenstra and Mr. Grech answer questions that were previously objected to on the basis of settlement privilege.

[25] The premise of Baker Law Firm's application for production of the settlement agreement is that the agreement will demonstrate the existence of a fraudulent preference that was designed to prevent Baker Law Firm from collecting its legal fees from Kon-strux and Colors.

[26] Baker Law Firm simply asserts that the Settlement Agreement and solicitors file "are expected to establish the manner in which the two actions were assigned, and the level of involvement and culpability of Ryan Pelletier and Pelletier Litigation in documenting, concluding and attempting to conceal a fraudulent preference carried out to circumvent paying the legal fees incurred in the Holt Action and the Elliot Action." Baker Law Firm further submits that AJ Prowse misapprehended the issues before him on a fundamental basis, by failing to find a fraudulent preference on the facts as informed by statute and the relevant jurisprudence. Baker Law Firm suggests various other errors compounded these two main errors.

[27] Baker Law Firm further asserts in its' written brief that " [the] production of the settlement agreement [is] such that Baker law Firm is able to see who the parties are to the settlement agreement and what was done in respect of the process is critical to Baker Law Firm's case." It asserts at para 151 of its brief that there is no ongoing litigation as between the settling parties, and that the settlement agreement is sought for a completely unrelated purpose and there is no public interest concern.

[28] Baker Law Firm further argues at paragraph 143 of its brief that production of the settlement agreement and solicitor's file "would be relevant to the core of this matter which is fraudulent preference and transfer". It relies on the *Fraudulent Preferences Act*, RSA 2000, c F-24, specifically ss. 3, 4 and 6. It argues that if there is evidence of fraudulent preference, which is a fraud, then it falls into one of the recognized categories of waiver of privilege. Baker Law Firm also suggests that it is not the transfer of money that was necessary to create the fraudulent preference but, instead, the agreements that permitted the assignment to happen.

[29] The Holts argue that the within appeal is meritless. They object to production of the settlement agreement on the basis that it is privileged. The Holts emphasized that this appeal is not based upon any new evidence and emphasized that the position taken by the Baker Law Firm merely duplicates what was initially argued before AJ Prowse.

[30] The Holts further emphasize that the protection of privilege in relation to the settlement agreement is not defeated under any recognized exception or exemption. Additionally, they argue, the settlement agreement is not relevant or material because there is no evidence supporting the existence of a fraudulent preference. Furthermore, the Holts argue the Baker Law Firm has not established their damages because of the refusal of the law firm to pass its accounts. The Holts underline Baker Law Firms awareness the settlement funds are being held in trust pending the establishment of Baker Law firm's charging order.

[31] Mr. Pelletier and Pelletier Litigation take the position that AJ Prowse properly assessed the fundamental nature of the claim, that he properly considered the substantive and procedural history, and that he properly concluded that there was no merit to the fraudulent preference

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allegations. They point out, as well, that no exception to the existence of the claimed privilege over settlement has been demonstrated. They also argue that the evidence relied on by Baker Law Firm in its Application is improper because the affidavits in support are of a legal assistant who does not have independent firsthand knowledge concerning the contents.

Standard of Review

[32] An appeal from an applications judge's judgment or order is an appeal on the record of proceedings before the applications judge and may also be based on additional evidence that is, in the opinion of the judge hearing the appeal, relevant and material: *Rule* 6.14(3) of the *Alberta Rules of Court*, Alta Reg 124/2100; see also the record: ***Sewak Gill Enterprises Inc. v Bedaux Real Estate* Inc**, 2018 ABQB 823 at paras 15-19, rev'd on other grounds at 2020 ABCA 125.

[33] The standard of review on all issues is one of correctness: ***Bahcheli v Yorkton Securities Inc***, 2012 ABCA 166 at para 30. Although an appeal on the record, the appeal is considered to be *de novo* due to the ability of the appellant to expand, in certain circumstances, on the factual record from the court below: see ***Kadco Construction Inc v Sterling Bridge Mortgage Corp***, 2021 ABCA 52 at para 11.

[34] Where an appeal from an Application Judge's decision to a chambers judge involves the same record and the same submissions, it is not an error for a chambers judge to summarily describe his or her analysis and conclusions with reference to the Application Judge's decision if he or she otherwise finds that it was correct in fact and law: see ***HOOPP Realty Inc v Emery Jamieson LLP***, 2020 ABCA 159 at para. 41.

[35] Baker law Firm has not brought forward any new evidence on the appeal. Its submissions are based on the same evidence that was before AJ Prowse. The Court's role is to determine whether AJ Prowse's September 22, 2022 decision was correct or not. For the reasons that follow, I find no legal error, and I therefore dismiss this appeal.

Settlement Privilege

[36] Settlement privilege is said to be based on the overarching public policy goal of encouraging settlements of disputes without resorting to litigation. It protects disclosure to non-parties to negotiations, but also protects documents and communications made during negotiations from production to other parties to the negotiations. It allows parties to discuss and offer terms of settlement in an attempt to reach compromise: see ***Phoa v Ley***, 2020 ABCA 195 at para 12, citing ***Bellatrix Exploration Ltd v Penn West Petroleum***, 2013 ABCA 10 at para 21. As the Supreme Court of Canada has confirmed, settlement privilege is a class privilege, meaning there is a *prima facie* presumption of inadmissibility, with exceptions to be found only where it is demonstrated on balance that a competing public interest outweighs the public interest in encouraging settlement such as misrepresentation, fraud, or undue influence: ***Sable Offshore Energy Inc v Ameron International Corp.,*** 2013 SCC 37 at para 19,

[37] To be considered privileged, courts must ensure that the communications meet the three-part test: (1) the existence or contemplation of a litigious dispute; (2) communications that are made with the intention that they would remain confidential if the negotiations failed; and (c) the purpose of the communication was to achieve a settlement: ***Phoa*** at para 11, 15.

[38] Once this test is met, the privilege has broad scope and attaches to communications involving offers of settlement but also communications reasonably connected to the parties'

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negotiations. It applies to all communications that lead up to settlement. The privilege belongs to both parties and can only waived if both parties consent, subject as I have already noted to some exceptions: see ***Bellatrix*** at paras 29 – 34. Unlike litigation privilege, settlement privilege continues even after a settlement is reached (and even after the death of a settling party) and includes the content of successful negotiations: see ***Union Carbide Canada Inc v Bombardier Inc***, 2014 SCC 35 at para 34; see also ***Flock Estate v Flock***, 2019 ABCA 194 at para 37.

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[39] To fall within the exceptions to settlement privilege, a party must show that on balance "a competing public interest outweighs the public interest in encouraging settlement: ***Phoa*** at para 18, citing ***Sable Offshore Energy Inc*** at para 19.

[40] The generally recognized exceptions, as identified in ***Bellatrix*** at para 29 are as follows:

> (a) to prevent double recovery;
>
> (b) where the communications are unlawful, containing for example, threats or fraud;
>
> (c) to prove that a settlement (an accord and satisfaction) was reached, or to determine the exact terms of the settlement;
>
> (d) it is possible that the settlement posture of the parties can be relevant to costs. That is clearly the case with offers made under the Rules of Court, but also with respect to informal offers;
>
> (citations omitted)

[41] The exceptions are to be narrowly construed: ***Phoa*** at para 24. As noted by Justice Nielson in ***Royal Bank of Canada v Independent Electric and Controls Ltd***, 2019 ABQB 217 at para 28, while there is an interest in litigants having full information, this interest is always in conflict with settlement privilege:

> As stated by our Court of Appeal "as settlement privilege operates to preclude admission of evidence that might otherwise be relevant, it competes with the court's truth-seeking function": ***Bellatrix*** at para 26.

[42] In ***Phoa***, the Alberta Court of Appeal considered the fraud exception to settlement privilege. In the circumstances of that appeal, the appellants submitted that the documents they sought fell within the fraud exception and should therefore be disclosed. At paragraph 20, the Court of Appeal agreed with the chambers judge who held that the documents sought did not fall within the exception:

> The appellants submit that the Challenged Documents are admissible under the fraud exception. The chambers judge rejected this argument; he found the appellants' claim was not that "the communications themselves constitute a fraud or are an essential part of a larger fraud" but that "the existence of settlement offers can be proven in order to prove fraudulent acts". He found that did not fall within the exception, saying: "Taken to its logical extreme, it seems to me the plaintiffs' position would mean one need only allege fraud and any privilege attaching to without prejudice settlement communications would fall away. That cannot be." The chambers judge went on to note that it is "not enough to outweigh the public interest in encouraging settlements to say the records speak of settling a claim of fraud." We agree.

[43] The evidence before AJ Prowse clearly supported the conclusion that settlement privilege attached to the settlement agreement and the solicitor's file related to that agreement. The evidence before the court establishes that Mr. Pelletier was retained to finish negotiating and papering the settlement agreement as agreed to by the parties to that agreement. The evidence also demonstrates that he did just that. The settlement agreement entered into between Kon-strux, Colors and the Holts is protected by settlement privilege because the three-part test enunciated by the Alberta Court of Appeal in ***Phoa*** has on balance been proven; that is, the existence of a litigious dispute, communications that are made with the intention that they would remain confidential if the negotiations failed, and the purpose of the communication was to achieve a settlement. Unless an exception can be made out, the settlement agreement and the solicitor's file are protected by settlement privilege.

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[44] On the evidence before me, as against the Holts who are non-parties to the within action, none of the above noted exceptions apply.

[45] As against the other Respondents, Baker Law Firm relies on the fraud exception, arguing that the fraudulent preference is the transfer that occurred by Kon-strux transferring its interest in the lawsuit to Colors pursuant to the settlement agreement.

[46] As a further note, Baker Law Firm is already aware of the parties to the settlement agreement. It does not require the settlement agreement to confirm that which it already knows. Further, as was stated before AJ Prowse and during the hearing before this Court, the settlement funds are presently held in trust and will not be disbursed until there has been a determination of whether Mr. Baker is entitled to a charging order. Once a court determines that Mr. Baker is owed legal fees, and the amount of those fees; the money is available to Mr. Baker pursuant his charging order to the total amount of the settlement.

Fraudulent Preference

[47] A fraudulent preference occurs where a payment has been made to one creditor in preference to other creditors. It requires the following elements: (i) a transaction; (ii) when the person is in insolvent circumstances or is unable to pay the person's debts in full or knows that the person is on the eve of insolvency; (iii) with the effect of preferring one creditor over other creditors; and (iv) with the intent to defeat the debtor's other creditors: *Fraudulent Preferences Act*, RSA 2000, c F-24, s. 2.

[48] To support the allegation of a fraudulent preference, Baker Law Firm says that the admissions of Ms. Lenstra that she assigned the Holt Action and Elliot actions to Colors is "unequivocal evidence" of an intention to defraud and defeat Kon-strux creditors. Baker Law Firm further argues that the "haste of the transaction", the "secrecy surrounding it" and the quickness in which things were done are "badges of fraud". In oral argument, counsel for Baker Law Firm argued that there was no reasonable explanation for Kon-strux and Colors failing to have perfected their settlement through Mr. Baker who had intimate knowledge of the lawsuit and surrounding circumstances, asserting that "the only logical inference to be drawn from that is they were trying to bypass the need to – to pay Mr. Baker's accounts that he was saying needed to be paid in priority to anyone else."

[49] As should seem trite, merely raising an issue in a pleading, such as an allegation of fraud or fraudulent preference, cannot be sufficient to prove on balance the existence of fraud or a fraudulent preference such as to trump privilege: see ***Phoa*** at para 20. It is impermissible to

reason backwards by presuming the existence of an exception such as fraud, and on that basis to pierce the privilege, in an effort to validate what is mere suspicion. A party is not permitted to delve into a settlement agreement simply because it believes that the agreement might establish fraud or fraudulent preference. The starting point presumes that the settlement agreement is *bona fide*. There must be some evidence of fraud on a balance of probabilities to justify the piercing of the privilege.

[50] In my view, there is a complete paucity of evidence that is capable of supporting an allegation of fraudulent preference.

[51] As the respondents did before AJ Prowse, they provided this Court with a sealed copy of the documents over which they assert settlement privilege. I have reviewed these documents and I arrive at the same conclusion as AJ Prowse. The settlement funds, in the amount of $90,000, are being held in trust by Pelletier Law and will not be disbursed until Baker Law Firm's fees are determined by way of a charging order. If the Baker Law Firm succeeds in obtaining an award more than the $90,000 held in trust, Colors will not receive anything under the terms of the settlement agreement.

[52] One of the elements of a fraudulent preference is that there must be an "intent to defeat the debtor's other creditors." While Baker Law Firm relies heavily on the admissions of Ms. Lenstra by arguing that her evidence regarding the assignment of the actions to Colors constitutes "unequivocal evidence" of an intention to defraud and defeat Kon-strux creditors, I cannot agree with this submission. There is no evidence suggesting that anyone would be paid pending the resolution of matters; rather, the evidence before the Court is that the money is being retained in trust pending resolution of Baker Law Firm's claim over the funds. The transcript of Mr. Grech's questioning contains an acknowledgement that money was owed to the Baker Law Firm, and when asked if there was a plan to pay Baker Law Firm's legal fees, Mr. Grech stated that they would "have to work something out..." The evidence does not support any assertion that there was any intention to defeat Baker Law Firm's claim by fraudulent means. As the respondents pointed out, the Form 14 Financial Statement of Debtor signed by Ms. Lenstra and commissioned by Mr. Baker, dated May 5, 2021, suggests that Mr. Baker was aware of actions being assigned or that they might be assigned.

[53] Importantly, solemn representations by legal counsel have been made before this court on various occasions to the effect that the settlement funds are being held in trust pending the outcome of the Baker Law Firm's charging order. These settlement funds remain in trust; they have not been paid out to anyone. AJ Prowse correctly stated that as the funds are being held in trust pending the charging order, there is no reason for the settlement agreement to be disclosed, particularly because there is no evidence suggesting a fraudulent preference. Based on the foregoing, there is no basis upon which the settlement privilege can properly be pierced.

Use of Legal Assistant Affidavits

[54] One additional issue raised on appeal concerns the reliance by the Baker Law Firm on several affidavits sworn by his legal assistant who did not have personal knowledge of the affidavit's contents. As the Alberta Court of Appeal stated in ***Paquin v Lucki***, 2017 ABCA 79 at para 9, such a practise is unacceptable except for noncontroversial matters:

> The swearing of an affidavit by a legal assistant is unacceptable other than for noncontroversial matters. While this practice has been criticized by the court on

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> numerous occasions, it still occurs too often: *Chernetz v Eagle Copters Ltd*, 2002 ABQB 986 at para 12; *Calf Robe v Canada*, 2006 ABQB 652 at paras 10-11; *Desoto Resources Limited v Encana Corporation*, 2009 ABQB 512 at para 12. In this case, the legal assistant is at least two steps away from the party who is said to have been prejudiced by the delay. The party asserting prejudice (rather than its counsel and much less its counsel's assistant) should file an affidavit outlining the nature and extent of the prejudice claimed and be available to be cross-examined on the affidavit.

[55] While it is common practice to have legal assistants swear affidavits which merely attach documentation in an effort to place those documents before the Court, such affidavits should be limited to non-controversial matters and must not offer commentary in the nature of opinion, argument or proposed inferences: ***Fedun v Korchinski***, 2021 ABQB 14 at para 12. Unfortunately, it is far too common that counsel take liberties, despite clear direction from the courts regarding the appropriate use and scope of legal assistant affidavits.

Conclusion and Costs

[56] For the reasons outlined above, I dismiss Baker Law Firm's appeal.

[57] The parties should make every effort to resolve the question of costs. Should the parties be unable to agree on the costs, I grant leave to provide me with written submissions, not exceeding 5 pages each, within 60 days of the date of this decision.

Heard on the 5th day of October 2023.
Dated at the City of Calgary, Alberta this 30th day of January, 2024.

D.A. Labrenz
J.C.K.B.A.

Appearances:

Brad J. Findlater
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for the Appellant

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Z. Verjee, KC And Nicholas Austin
for the Respondents Ryan Pelletier
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P.S. Robinson
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for the Respondents David Holt
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