

NO. VLC-S-S-217169
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SYLVIA MEADOWS

PLAINTIFF

AND:

CRANK MEDIA INC. AND STEPHEN BROWN

DEFENDANTS

BEFORE A REGISTRAR

DEFAULT JUDGMENT

The Plaintiff having filed and served a Notice of Civil Claim, and the Defendants, Crank Media Inc., and Stephen Brown, having failed to file and serve a Response to Notice of Civil Claim within the time allowed;

THIS COURT ORDERS that the Defendants, Crank Media Inc. and Stephen Brown, pay the Plaintiff, Sylvia Meadows, the sum of \$166,387.80;

THIS COURT ORDERS that the Defendants, Crank Media Inc. and Stephen Brown, pay to the Plaintiff, Sylvia Meadows, interest as claimed in the amount of \$9,425.58, and Costs in the amount of: 1,205.68.

Date: **NOV 05 2021**

Registrar


W. HU
DEPUTY DISTRICT REGISTRAR



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NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff(s).

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff(s) and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

1. Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

- 1. The Plaintiff, Sylvia Meadows, is a resident of Ontario and has an address for service for the purposes of this proceeding of 1500 – 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7.
- 2. The Defendant Crank Media Inc. (“**Crank Media**”) is incorporated pursuant to the laws of the province of British Columbia, with a records and registered office of Suite 1720, 650 West Georgia Street, Vancouver, British Columbia V6B 4N8.
- 3. The Defendant Stephen Brown (“**Mr. Brown**”) is the Chief Executive Officer of Crank Media and a resident of British Columbia with an address at Suite 1720, 650 West Georgia Street, Vancouver, British Columbia V6B 4N8.

Promissory Note

4. On July 9, 2019, the Plaintiff entered into a Convertible Note Agreement (the “**Convertible Note Agreement**”) with Team 360 Sports Inc. (“**Team 360**”), pursuant to which the Plaintiff advanced funds in the aggregate amount of U.S. \$66,240 to Team 360 on the terms set out therein.
5. On or about December 21, 2020, Team 360 entered into an agreement with Crank Media, the terms of which included that Crank Media would repay the indebtedness of Team 360 to the Plaintiff pursuant to the Convertible Note Agreement.
6. Subsequently, the Plaintiff, Team 360, Crank Media and Stephen Brown entered into a series of agreements for repayment of the funds advanced under the Convertible Note Agreement, which ultimately resulted in Crank Media, on February 26, 2021, issuing a Promissory Note to the Plaintiff, with a face value of U.S. \$134,000 (the “**Promissory Note**”).
7. The terms of the Promissory Note include:
 - (a) Crank Media would make three repayments to the Plaintiff as follows (all amounts U.S.):
 - (i) \$54,666.67 (the “**First Repayment**”) on or before March 15, 2021 (the “**First Maturity Date**”);
 - (ii) \$39,666.67 (the “**Second Repayment**”) on or before April 15, 2021 (the “**Second Maturity Date**”); and
 - (iii) \$39,666.66 (the “**Third Repayment**”, and collectively with the First Repayment and the Third Repayment, the “**Repayments**” and each a “**Repayment**”) on or before May 15, 2021 (the “**Third Maturity Date**” and collectively with the First Maturity Date and the Second Maturity Date, the “**Maturity Dates**”); and

- (b) any Repayment not paid on or before its respective Maturity Date would accrue interest from that Maturity Date at the rate of 10% per annum.
8. Crank Media failed to make the Repayments by the respective Maturity Dates, and as such interest accrues on each Repayment from the relevant Maturity Date.
 9. The Plaintiff, through her counsel, has made demand on Crank Media for payment of its obligations under the Promissory Note.
 10. All amounts due under the Promissory Note are now overdue and payable immediately by Crank Media to the Plaintiff.
 11. As of June 24, 2021 the total amount owing under the Promissory Note in respect of principal and interest was \$136,744.84 (the "**Indebtedness**").
 12. Crank Media has refused or neglected to pay the Indebtedness despite demand and the terms of the Promissory Note requiring it to do so.

The Personal Guarantee

13. By guarantee dated February 26, 2021 and signed by Mr. Brown on or around March 3, 2021 (the "**Personal Guarantee**"), Mr. Brown guaranteed on or before August 5, 2021 the performance by Crank Media of its obligations under the Promissory Note and agreed to pay any and all amounts of principal and interest due under the Promissory Note.
14. The Plaintiff, through her counsel, has made demand of Mr. Brown for payment of his obligations under the Personal Guarantee.
15. Mr. Brown has refused or neglected to pay the Indebtedness despite demand and the terms of the Personal Guarantee requiring him to do so.

PART 2: RELIEF SOUGHT

1. The Plaintiff claims against the Defendants, Crank Media and Mr. Brown, jointly and severally, as follows:

- (a) judgment in the amount of U.S. \$136,744.84, plus interest to the date of judgment at the rate of 10% per annum pursuant to the Promissory Note, or, alternatively, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 79; and
 - (b) costs pursuant to the *Supreme Court Civil Rules*.
2. Other such relief as counsel may advise and this Honourable Court may allow.

PART 3: LEGAL BASIS

1. The Plaintiff loaned funds to Team 360 and Team 360 agreed to repay the loaned funds, plus interest thereon and applicable fees, pursuant to the terms of the Convertible Note Agreement.
2. Team 360 and Crank Media subsequently entered into an agreement, the terms of which included that Crank Media would repay certain debts owed by Team 360.
3. Crank Media then entered into a series of agreements with the Plaintiff for repayment of the funds, which ultimately resulted in the Crank Media issuing the Promissory Note to the Plaintiff.
4. Pursuant to the Promissory Note, Crank Media agreed to make payments to the Plaintiff and that interest would accrue on unpaid amounts on the terms set out therein.
5. Crank Media failed to make the payments when due and accordingly all payments under the Promissory Note are now due and owing, with interest accruing thereon.
6. The Plaintiff's counsel, on behalf of the Plaintiff, has made demand on Crank Media for payment pursuant to the Promissory Note. Crank Media did not pay pursuant to that demand.
7. Mr. Brown guaranteed payment of Crank Media's obligations to the Plaintiff pursuant to the Promissory Note.

8. The Plaintiff's counsel, on behalf of the Plaintiff, has made demand on Mr. Brown for payment pursuant to the Personal Guarantee. Mr. Brown has failed to make payment pursuant to that demand.

Plaintiff's address for service: McMillan LLP
Suite 1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Blair McRadu

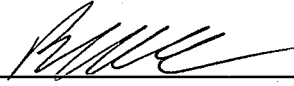
Fax number address for service (if any): n/a

E-mail address for service (if any): blair.mcradu@mcmillan.ca

Place of trial: Vancouver, BC

The address of the registry is: The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Date: August 4, 2021



Signature of lawyer for the Plaintiff
Blair McRadu

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The plaintiff is seeking payment of money owing under a promissory note.

PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

PART 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

PART 4:

N/A