

JAN 13 2022



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**ROOTS PROPERTIES INC.**

**PLAINTIFF**

**AND:**

**CRANK MEDIA INC. and STEPHEN BROWN**

**DEFENDANT**

**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.

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 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.**

**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, Roots Properties Inc. ("Roots"), is a British Columbia corporation having an address for service at C/O DG Barristers, 428-755 Burrard Street, Vancouver, BC, V6Z 1X6.
2. The Defendant, Crank Media Inc. ("Crank") is a British Columbia corporation which is a publicly traded company on the OTC exchange and having an address 1720-650 West Georgia Street, Vancouver, BC, V6B 4N8.
3. The Defendant, Stephen Brown ("Brown"), is a businessman with an address for service at 1720-650 West Georgia Street, Vancouver, BC, V6B 4N8.

#### **A. Loans to Crank and Brown**

4. On or about April 29, 2021, Brown and Roots entered in entered into a Loan agreement (the "Loan One Agreement") as confirmation of a loan Roots previously made to Brown in the amount of \$400,000.00 (the "Loan"), which Brown agreed to repay.
5. As an incentive for entering into the Loan One Agreement, Brown agreed to transfer Three Million (3,000,000) shares in Crank to Roots.

6. As a result, Roots agreed to a One Hundred Thousand Dollars reduction of the Loan, owed by Crank of \$300,000 plus interest as a term set out in the Loan One Agreement to Roots.
7. On or about June 9, 2021 Crank and Brown (together the "Defendants") entered into another loan agreement with Roots (the "Loan Two Agreement"), where Roots loaned Crank \$25,000, which the Defendants agreed to repay to Roots by June 30 2021. As an incentive for the Loan Two Agreement the Defendants agreed to transfer Two Million (2,000,000) unrestricted shares to Roots.
8. Despite demand, the Defendants have failed, alternatively, refused to deliver medallion guaranteed shares to Roots as Crank and Brown agreed to do and failed and or refused to repay monies loaned to the Defendants by Roots.
9. Brown was also to transfer 10 million shares in Crank to the Plaintiff which the Plaintiff paid for and which Brown and Crank have failed or refused deliver to the Plaintiff.

#### **B. Promissory Note**

10. On or about September 8, 2021 Brown wrongfully kept \$25,000 for Crank shares and then took another \$40,000 on October 29, 2021 for Crank shares it refused or failed to deliver to the Plaintiff.
11. On or about October 29, 2021, Crank and Brown, individually, provided a Promissory Note to Roots, that it would pay roots US\$100,000 on or before November 5, 2021 (the "Repayment Date") plus 500,000 Crank shares.
12. It is a material term of the Promissory Note that if payment was not received by Roots on the repayment dates, interest would accrue at 15% per annum.

13. Crank promised to Issue 500,000 shares of Crank that has the stock symbol "CRKM" to Roots, which Crank has failed or refused to perform.

## **Part 2: RELIEF SOUGHT**

1. Damages in the amount to be determined for breach of contract and breach of the Promissory Note for which the Defendants are jointly and severally liable.
2. Alternatively, specific performance of transferring medallion guaranteed shares in Crank to Roots.
3. Costs.
4. Interest pursuant to the *Court Order Interest Act, R.S.B.C. 1996, c.79* and amendments thereto; and
5. Such further and/or other relief as this Honourable Court may deem just.

## **Part 3: LEGAL BASIS**

1. Breach of Contract and breach of promise.
2. Alternatively, unjustified enrichment of the Defendants.

Plaintiff's address for service: George Douvelos Law Corporation  
c/o DG Barristers  
Suite 428-755 Burrard Street  
Vancouver, BC V6Z 1X6  
Attention: George Douvelos


Fax number address for service: 604-637-6385

E-mail address for service: N/A

Place of trial: Vancouver, British Columbia

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

Date: January 12, 2022.

  
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George Duvelos  
Signature of lawyer for Plaintiff

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:

Claim for specific performance and damages for investment in a company and for purchase of shares by the plaintiff that was not performed by the defendants.

#### 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:**

[Check all boxes below that apply to this case]

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

**Part 4:**

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]