



No. S245340
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE RECEIVERSHIP OF
G3 GENUINE GUIDE GEAR INC.**

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (in that capacity, the “Receiver” or the “Applicant”) of the personal property, real property, assets, effects and undertakings of G3 Genuine Guide Gear Inc. (“G3” or the “Debtor”).

To: GoDaddy.com, LLC, and any affiliates

And to: Canadawide Sports Inc., and its counsel

TAKE NOTICE that an application will be made by the Applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on 28/FEB/2025 at 9:45 a.m. for the orders set out in Part 1 below.

The Applicant estimates that the application will take 15 minutes.

- ☐ This matter is within the jurisdiction of an associate judge.
☒ This matter is not within the jurisdiction of an associate judge.

PART 1 ORDERS SOUGHT

1. An Order (the “Domain Order”) substantially in the form attached hereto as **Schedule “A”** that, among other things:
 - (a) declaring that the following domain names are Purchased Assets, under and as defined in the Approval and Vesting Order (as defined below), which were acquired by Canadawide Sports Inc. (“CWS” or the “Purchaser”) pursuant to the Approval and Vesting Order:
 - (i) clutchstrap.ca;
 - (ii) clutchstraps.ca;
 - (iii) clutchstraps.com;
 - (iv) g3bc.com;
 - (v) g3skigraphiks.com;
 - (vi) g3skins.ca;

- (vii) g3skins.com;
 - (viii) genuineguidegear.ca;
 - (ix) genuineguidegear.com;
 - (x) genuineguidegear.eu;
 - (xi) genuineguidegear.ski;
 - (xii) genuineguidegear.uk; and
 - (xiii) skigraphiks.com,
- (collectively, the “**Domains**”); and
- (b) directing GoDaddy.com, LLC, inclusive of any affiliates of GoDaddy.com, LLC (all collectively, “**GoDaddy**”), to transfer the Domains to CWS’s GoDaddy account, or otherwise as CWS may direct, and to take such additional steps as necessary to immediately provide CWS with full and exclusive access to and administrator control over Domains.
2. Such further orders as counsel for the Applicant may advise and this Court may deem appropriate in the circumstances.

PART 2 FACTUAL BASIS

Background

1. On application by the Royal Bank of Canada (“**RBC**”), the Receiver was appointed as court-appointed receiver over certain assets, undertakings, and property of the Debtor, pursuant to an order made by the Court on August 9, 2024, and later amended by an order made by the Court on November 8, 2024, which expanded the Receiver’s powers over all of the assets of the Debtor (collectively, the “**Receivership Order**”).
2. The Debtor is a Burnaby, BC-based manufacturer and retailer of backcountry ski equipment and related gear and accessories, including ski bindings, skis, split-boards, tension straps, and ski skins. The Debtor’s founder and former principal is Mr. Oliver Steffen (“**Mr. Steffen**”).
3. G3 formerly sold its products directly to consumers through three online storefronts, G3, G3 Pro, and Clutch Straps. It also sold directly to retail distributors in North America, Asia, and Europe. A small selection of products were also sold on Amazon and held in Amazon-owned warehouses.
4. RBC was the primary secured creditor as against the assets subject to the Receivership Order, and holds a general security agreement from the Debtor. FWCU Capital Corp. was the secondary secured creditor as against the assets subject to the Receivership Order. However, pursuant to a subordination agreement, FWCU Capital Corp. had priority over certain collateral, including G3’s intellectual property.

5. The key assets of the Debtor were:
 - (i) accounts receivable;
 - (ii) income tax and Scientific Research and Experimental Development refund receivables;
 - (iii) completed inventory;
 - (iv) raw materials;
 - (v) equipment; and
 - (vi) intellectual property assets.
6. The Receivership Order gave the Receiver the power to, among other things, market and enter into an agreement to sell the assets of the Debtor and complete the sale of the same.
7. On or about November 1, 2024, the Receiver executed an asset purchase agreement with CWS (the "**Purchase Agreement**") pursuant to which it agreed to sell substantially all of the Debtor's assets to CWS (the "**Transaction**").
8. By an order granted by the Honourable Justice Chan on November 8, 2024 (the "**Approval and Vesting Order**"), the Court approved the Transaction pursuant to the terms of the Purchase Agreement, and granted other ancillary relief.
9. The Transaction closed on or about November 18, 2024 (the "**Closing Date**"), when the Receiver's Certificate was filed with the Court.

The Purchased Assets

10. Pursuant to the Purchase Agreement and the Approval and Vesting Order, the Purchaser acquired substantially all of G3's assets (the "**Purchased Assets**"), including G3's intellectual property, and specifically any domain names.
11. Further, as part of the Transaction, the Receiver and CWS executed an assignment of intellectual property agreement on or about November 15, 2024 (the "**IP Assignment Agreement**").
12. The IP Assignment Agreement further addressed the assignment of G3's intellectual property assets to CWS, as purchased by CWS pursuant to the Purchase Agreement.
13. Pursuant to the Approval and Vesting Order, all of the Debtor's right, title and interest in and to the Domains vested absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise.

Post-Closing Domain Transfer and Control Issues

14. Following the Closing Date, the Purchaser retained several of the Debtor's employees, including certain personnel who were able to access and had functional control over the Domains. As such, CWS was able to use the Domains and had functional control over same through the retained G3 personnel, allowing CWS to sustain the business activities of G3 following the Closing Date.
15. However, after the Closing Date, the Purchaser did not obtain administrative control over the Domains and understands that Mr. Steffen is listed as the sole administrator of the Domains in the GoDaddy account associated with the Domains.
16. To obtain administrative control over the Domains, Mr. Steffen would have to consent to and direct GoDaddy to transfer such control to CWS, or, alternatively, CWS would have to obtain such controls directly from GoDaddy.
17. The Purchaser has not been able to receive the requisite cooperation from Mr. Steffen to complete the necessary transfers of controls over the Domains.
18. Consequently, the Purchaser, through its legal counsel, contacted GoDaddy directly by email on or about November 29, 2024, and requested that GoDaddy completes the transfer of the administrative control over the Domains to the Purchaser's account. The Purchaser also provided GoDaddy with a copy of the Approval and Vesting Order and the related court orders and ancillary documents.
19. On or about December 12, 2024, GoDaddy advised counsel to the Purchaser that it would not transfer administrative control over the Domains to CWS without a court order that specifically identifies the domain names CWS wishes to transfer and directs GoDaddy to initiate the transfer of such domain names to CWS.
20. As mentioned above, the Purchaser was able to obtain effective use and functional control of the Domains through the retained G3 employees for the months following the Closing Date to sustain business activities without obtaining the administrative control from Mr. Steffen or GoDaddy. However, by retaining the administrative control since the Closing Date, Mr. Steffen has continued to have the ability to, among other things, alter the Domains, replace the Domains with content unrelated to G3, and deactivate the Domains entirely.

Current Issues with the Domains

21. Additional issues related to the control over the Domains arose on or about February 17, 2025, on which date all of the Domains were all simultaneously taken offline without the Purchasers consent to same, and despite the Domains being actively used by the Purchaser in the operation of G3's business as the conduit for nearly all sales activity.
22. G3 has transitioned to an online-only business model, and all its websites where its inventory is sold to consumers are associated with the Domains. Thus, while the Domains are inactive, consumers are not able to purchase G3 products.
23. On or about February 19, 2025, the Purchaser advised the Receiver that the Domains were rendered inactive, also noting the urgency of this issue.

24. Based on its most recent communications with Mr. Steffen, the Purchaser believes that Mr. Steffen intentionally disabled the Domains using his administrative controls in the GoDaddy account associated with the Domains, and the Purchaser is unaware of any other possible causes of the deactivation of the Domains.
25. The Purchaser has taken steps to establish a temporary emergency website while the Domains remain inactive, but it expects that even with such a site established, the majority of website traffic and purchases will be lost until the Domains are reactivated.
26. As such, the Purchaser requested that the Receiver seek the Domain Order on an urgent basis to allow it to obtain administrator control over the Domains from GoDaddy.

Urgency:

27. The Purchaser notes the following factors related to the urgency of the relief sought in this application:
 - (a) online sales of the Debtor's inventory have grown to about \$50,000-\$60,000 per week under CWS's control due to the Purchaser's marketing efforts and investments after the Closing Date, and since the Domains were deactivated on February 17, 2025, there has been virtually no new sales revenue generated;
 - (b) while the Domains are inactive, customers are unable to make purchases through any of the Domains previously associated with G3's online business;
 - (c) the longer the Domains remain inactive, the greater the negative impact on algorithms that impact G3's online presence and how and when it appears to web users in search results; and
 - (d) this is currently one of the busiest times of year for the Debtor's online sales, given the nature of G3's inventory.
28. The Purchaser has also made substantial efforts and invested a significant amount of money to rehabilitate G3's brand image following the receivership, including by retaining services from an outside marketing consultant and re-engaging with relevant dealers and international distributors. Such efforts may be compromised by the continued inactivity of the Domains.
29. While the Domains are inactive, the Purchaser believes that there is an increasing risk of irreparable harm to the G3 business and that the required investments in rehabilitation of such harm may not be viable for the Purchaser.
30. The Purchaser has requested that the Receiver brings this application for the sake of expediency given the urgency of this relief. Further, Receiver is of the view that the Domain Order is necessary to complete the transfer of the full scope of controls over the Domains to CWS and is the most efficient way to give effect to the Approval and Vesting Order.

PART 3 LEGAL BASIS

31. The Applicant relies on:

- (a) the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 ("**BIA**");
- (b) Rules 13–1(17) of the *Supreme Court Civil Rules*; and
- (c) the inherent jurisdiction of this Honourable Court.

32. Paragraph 17 of the Approval and Vesting Order states:

The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

33. As such, the Receiver brings this application to give effect to the Approval and Vesting Order, specifically as it relates to the transfer of the rights to the Domains, which are included as "Purchased Assets" therein.

34. Further, pursuant to Section 243(1)(c) of the BIA, the Court has broad discretion to appoint a receiver to take any action it deems advisable in the circumstances.

BIA, s. 243(1)(c).

35. In addition, Section 249 of the BIA states:

A receiver may apply to the court for directions in relation to any provision of this Part, and the court shall give, in writing, such directions, if any, as it considers proper in the circumstances

BIA, s. 249.

36. The relief sought in the Domain Order is required to give effect to the Approval and Vesting Order as it relates to the Domains. The Purchaser acquired the Domains pursuant to Transaction, as approved and vested in the Purchaser by the Approval and Vesting Order. However, the Purchase has been unable to obtain full control over the Domains from GoDaddy and the Domain Order will allow the Purchaser to obtain such control.

Rule 13 –1(17) and Inherent Jurisdiction of this Court

37. Rule 13–1(17) states:

The court may at any time correct a clerical mistake in an order or an error arising in an order from an accidental slip or omission, or may amend an order to provide for any matter that should have been but was not adjudicated on.

Supreme Court Civil Rules, R. 13–1(17).

38. Rule 13-1(17), combined with Rule 13-1(14), provides “the court with authority to review and vary an order as settled and to correct it for an accidental slip or omission or to amend it to provide for any matter that should have been but was not adjudicated upon.”

***0731431 B.C. Ltd. v. Panorama
Parkview Homes Ltd., 2024 BCSC
614 at para. 23.
Harper KL Development Corp. v.
1131182 B.C. Ltd., 2023 BCSC
1263 at paras. 20–22.
Wing Wah Investment Inc. v. AKA
Investments Ltd., 2024 BCCA 218
at paras. 27–38.***

39. In addition to Rule 13-1(17), the inherent jurisdiction of this Honourable Court provides the authority “to amend the entered order on the basis that it contained an error in expressing the manifest intention of the Court”.

***Wing Wah Investment Inc. v. AKA
Investments Ltd., 2024 BCCA 218
at para. 33.***

40. The Approval and Vesting Order was intended to provide all necessary relief to give effect to the full transfer of ownership of the Purchased Assets, including but not limited to the Domains, to CWS.
41. To the extent the Approval and Vesting Order does not compel GoDaddy to transfer access and administrative controls over Domains to CWS, the Domain Order would rectify the current situation.

PART 4 MATERIAL TO BE RELIED ON

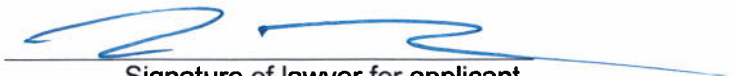
42. Receivership Order made August 9, 2024;
43. Approval and Vesting Order made November 8, 2024;
44. Order Amending the Receivership Order made November 8, 2024;
45. Receiver’s First Report to the Court, dated November 4, 2024;
46. Receiver’s Second Report to the Court, dated February 25, 2025; and
47. Affidavit #1 of Chris Jasiewicz, made February 20, 2025; and

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that

- (i) you intend to refer to at the hearing of this application, and
- (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 25/FEB/2025



Signature of lawyer for applicant
Eamonn Watson

<i>To be completed by the court only:</i>	
Order made	
<input type="checkbox"/>	in the terms requested in paragraphs _____ of Part 1 of this Notice of Application
<input type="checkbox"/>	with the following variations and additional terms:
Date: _____	
Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Associate Judge	

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery

- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

No. S245340
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE RECEIVERSHIP OF
G3 GENUINE GUIDE GEAR INC.**

ORDER MADE AFTER APPLICATION

) THE HONOURABLE JUSTICE)	
BEFORE)	28/FEB/2025
)	

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as court appointed receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of G3 Genuine Guide Gear Inc. (the "**Debtor**"), coming on for hearing at Vancouver, British Columbia, on this 28th day of February, 2025, and on hearing Eamonn Watson, counsel for the Receiver, and those parties listed on **Schedule "A"** hereto;

THIS COURT ORDERS AND DECLARES that:

1. Service of the Notice of Application filed February 25, 2025 (the "**Notice of Application**"), in this proceeding, and any supporting materials, including but not limited to the Second Report of the Receiver dated February 25, 2025 (the "**Second Report**"), on the Service List, as set out and defined in the Order granted by the Honourable Justice Loo on August 9, 2024 (the "**Receivership Order**"), is hereby dispensed with.
2. Notwithstanding paragraph 1 of this Order, the Notice of Application is properly returnable today.
3. The domain names listed in **Schedule "B"** hereto (collectively, the "**Domain Names**") are Purchased Assets, pursuant to and as defined in the Order granted by the Honourable Justice Chan on November 8, 2024, which approved the sale transaction between the Receiver and Canadawide Sports Inc. (the "**Purchaser**").

4. That GoDaddy.com, LLC, which shall be deemed to be inclusive of any affiliate of GoDaddy.com LLC (all collectively, "**GoDaddy**"), is hereby directed to transfer the Domain Names to the Purchaser's GoDaddy account, or otherwise as the Purchaser may direct in writing, and to take any such additional steps as necessary to immediately provide the Purchaser with full and exclusive access to and administrator control over the Domain Names.

5. The Receiver shall serve this Order, the Notice of Application, the Second Report and any other supporting materials to the Service List, as set out and defined in the Receivership Order.

6. Upon service in accordance with paragraph 5 of this Order, any interested party may apply to this Court to set aside, vary or amend this Order within seven (7) business days of receiving notice of this Order.

7. Endorsement of this Order, other than by counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Eamonn Watson
Lawyer for the Receiver

By the Court.

Registrar

SCHEDULE "A"

Counsel Appearing

Counsel	Party Represented

SCHEDULE "B"

The Domain Names associated with the Debtor's GoDaddy account:

1. clutchstrap.ca
2. clutchstraps.ca
3. clutchstraps.com
4. g3bc.com
5. g3skigraphiks.com
6. g3skins.ca
7. g3skins.com
8. genuineguidegear.ca
9. genuineguidegear.com
10. genuineguidegear.eu
11. genuineguidegear.ski
12. genuineguidegear.uk
13. skigraphiks.com

NO. S245340
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF
G3 GENUINE GUIDE GEAR INC.

ORDER MADE AFTER APPLICATION

DENTONS CANADA LLP
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Jordan Schultz