

**2024-2025 Fox Moot Answers to Clarification Questions**

- 1. As part of addressing the appropriate scope of any injunctive relief or order, are the parties to address the injunction Mr. Morales sought at trial, including the delivery up or destruction of the original mural?**

Delivery up and destruction of the original mural are live issues and the parties may address them as they deem necessary.

- 2. What category of business association does EMI belong to? Partnership, limited partnership, corporation, or something else?**

EMI is a Limited Liability Corporation. No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

- 3. Where is EMI located?**

EMI is located in Ottawa, Ontario.

- 4. What is the scope of EMI's commercial offerings? Is it more than investment?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

- 5. Paragraph 4 of the trial decision describes the Greedy Investor painting as being "on a section of paneling". Is this a fixed drywall panel or an easily removable panel?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

- 6. Does EMI own the building (and thus the wall the Greedy Investor was painted on), or is EMI renting that office space?**

EMI is the legal occupant of the building. No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

- 7. What rights do EMI stakeholders have?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

***Were Dollaire and Morales the only stakeholders at EMI?***

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**8. Was Morales an employee of EMI?**

Yes, Morales was an employee of EMI, serving as co-CEO and President of Investment Strategy.

**9. Did any employment contract between Morales and EMI have any provisions related to copyright?**

There was no evidence of any employment contract provisions related to copyright.

**10. Did a representative of CSEI provide fact witness testimony at trial? If so, what evidence was given?**

It was agreed by the parties that CSEI dropped EMI's rating from A+ to A-. No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**11. Paragraph 14 of the trial decision refers to initial demands made by Mr. Morales. Were those demands made publicly or privately?**

There is no evidence that the demands were confidential. Please confine arguments to the evidence referred to in the judgments.

**12. What is the precise wording of the plaque referenced at paragraph 15 of the trial decision?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**13. What was written in or on the greeting card referenced at paragraph 24 of the trial decision?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**14. How was the card given to Dollaire (i.e., attached to the Greedy Investor, handed to Dollaire when the Greedy Investor was unveiled, etc.)?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**15. Did the "art expert" referenced at paragraph 31 of the trial decision provide any evidence on issues other than the accuracy of the reproduction? If so, what evidence was given?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.

**16. Paragraph 26 of the trial decision appears to conflate “private purpose” with non-commercial purpose referencing section 29.22 of the Copyright Act, with no mention of 29.21. Was this a typo?**

No additional details about the trial decision are available. The parties may advance any interpretation of the decision as part of their arguments.

**17. Paragraph 9 of the court of appeal decision reads: “[w]hile moral rights address issues of integrity, honour, and reputation, this must be not be conflated with equitable relief.” Is the underlined meant to instead read “equitable rights”?**

No additional details about the appeal decision are available. The parties may advance any interpretation of the decision as part of their arguments.

**18. Has Dollaire, in his personal capacity, assumed responsibility for any orders granted against EMI (i.e., has the corporate veil been pierced)?**

No additional details are available to the parties on this appeal. Please confine arguments to the evidence referred to in the judgments.