

# ONTARIO COURT OF JUSTICE

DATE: 2025 05 28  
COURT FILE No.: Toronto 22-12000239

**B E T W E E N :**

**HIS MAJESTY THE KING**

**— AND —**

**JAWAD RATHORE AND VINCE PETROZZA**

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Before Justice D. Moore  
Reasons for Judgment released on May 28, 2025

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Scott Patterson and Vallery Bayly ..... counsel for the Crown  
Scott K. Fenton ..... counsel for the accused Jawad Rathore  
Gerald Chan and Dan Goudge ..... counsel for the accused Vince Petrozza

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## **D. MOORE J.:**

[1] Mr. Rathore and Mr. Petrozza each face a single count of Fraud Over \$5,000 contrary to s. 380 of the Criminal Code. The charge period is January 31, 2011 to July 29, 2015.

[2] Mr. Rathore and Mr. Petrozza are, of course, presumed innocent of the charge against them. The burden in this case rests upon and remains with the Crown throughout to prove beyond a reasonable doubt that Mr. Rathore and/or Mr. Petrozza committed the offence charged. Mr. Rathore and Mr. Petrozza do not have to prove anything, rather the Crown must prove beyond a reasonable doubt all the essential elements of the offence.

[3] The Supreme Court of Canada has set out the standard of proof beyond a reasonable doubt in the cases of *R. v. Starr*<sup>1</sup> and *R. v. Lifchus*<sup>2</sup> as being the highest standard known to our legal system. Although the Crown need not prove its case to an absolute certainty, as that test would be impossibly high, the standard of reasonable doubt is much closer to absolute certainty than it is to the civil standard of balance of probabilities. When dealing with a determination of Mr. Rathore and Mr. Petrozza's liberty no lesser standard would suffice.

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<sup>1</sup> (2000), 147 C.C.C. (3d) 449 (S.C.C.)

<sup>2</sup> (1997), 118 C.C.C. (3d) 1 (S.C.C.)

## A. Overview

[4] Mr. Rathore and Mr. Petrozza were the operating minds behind an organization I will refer to as Fortress<sup>3</sup>. Fortress was in the business of raising funds for construction projects through the investment vehicle of syndicated mortgages. It was also at times a partial or full owner of the corporation that owned the construction projects (sometimes referred to as the developer).

[5] Syndicated mortgages are an investment vehicle whereby investors pool their funds together to lend their money in the form of a mortgage that is registered as a charge on title to the property. Each investor holds a portion of the amount of the charge that corresponds to their investment. The investors are lenders in these transactions, the developer is the borrower.

[6] Fortress' business was focused on filling a need for financing during the early stages of a development. The financing was to be used to assist the developer in getting the project to a stage where it would qualify for construction financing through an institutional lender.

[7] Fortress marketed these syndicated mortgages as an investment product to the public. Syndicated mortgages are regulated transactions<sup>4</sup>, and each party to the transaction needs to be represented by a licenced mortgage broker. Fortress acted on behalf of the borrower/developer and was represented in most transactions by the mortgage brokerage Centro/BDMC<sup>5</sup>. The investor/lenders were in most cases represented by three brokerages set up primarily to handle these transactions, collectively referred to during the trial as the "F Brokers": FMP Mortgage Investments Inc, FFM Capital Inc., and FDS Brokers Services Inc.. Each of these brokerages employed individual licenced brokers who dealt directly with the investor/lenders.

[8] The F Brokers would locate investors through referrals, advertising, and the conducting of informational seminars/presentations/conferences. Fortress was involved in advertising, educating the F Brokers about the available offerings, the details of the transactions, and providing brochures and other promotional materials to be used or referenced in the seminars/presentations/conferences or other meetings with lenders. Fortress created the structure of the offering and have admitted in the Agreed Statement of Fact to knowledge of the information, forms, and documents provided to lenders describing the project, the risks associated with the mortgages, and other matters. Documentation provided to lenders was quite voluminous and the parties have filed all of the primary documents for each project, although not the specific forms completed by each investor, just a selection of same. In particular, this documentation included a Form 9D which is a form required by the Law Society of Ontario that was completed with each

<sup>3</sup> Although the formal corporate structure was somewhat more complex than set out here since the corporate entities are not charged separately and neither defendant has submitted that the evidence is more or less inculpatory against their co-accused or that they were not the directing minds behind the organization, I will not review that structure in any detail in these reasons.

<sup>4</sup> Under the *Securities Act*, R.S.O. 1990, c.5 and the *Mortgage Brokerages, Lenders and Administrators Act*, 2006 S.O. 2006 C. 29 and regulations thereto.

<sup>5</sup> Centro Mortgage Inc./Building and Development Mortgages Canada Inc.

lender during the provision of independent legal advice by a lawyer as well as the Financial Securities Commission of Ontario (FSCO) Investor/Lender Disclosure Form required by regulation to be completed by the lender with their individual licenced Broker.

[9] Fortress' business model was overall very successful,

This financing offered by Fortress to developers was designed to carry the construction projects through the early stages of the projects before the developers were able to obtain construction financing from institutional lenders. Fortress was involved in raising approximately \$920,000,000 by way of syndicated mortgage loans for approximately 25 different developers. Rathore and Petrozza, through Fortress, were involved in financing approximately 80 construction projects that resulted in the construction of approximately 5,300 residential units and approximately 1,700 commercial units.<sup>6</sup>

[10] Many of the syndicated mortgage loans [SMLs] were completed and "exited" (whether through ultimate completion of the project or through another entity taking over the project or land and repaying the investors/lenders' interests as part of the transaction) with the investors/lenders being paid back their principal and interest in full as well as a bonus completion return. Unfortunately for the investors/lenders involved, some projects did not exit successfully and they lost money. The RCMP began an investigation in 2016 into Fortress and related individuals and entities, ultimately leading to the charge before the Court.

## **B. History of the Proceedings**

[11] Mr. Rathore and Mr. Petrozza were initially charged with one count of Fraud Over \$5,000 and one count of Secret Commissions contrary to sections 380 and 426 of the *Criminal Code*. At the outset of the trial the accused brought an application for particulars which I granted. Additional particulars were furnished providing that:

Both counts (fraud and secret commissions) pertain to one or more of four projects: (i) Colliers, (ii) Crates, (iii) SkyCity, or (iv) Harmony Village.

The fraud count is particularized to the following:

- (i) Misrepresenting to the public the valuation or appraisal of security or property, or
- (ii) Misrepresenting to the public how investor funds would be used, diverted, or secured, specifically by failing to disclose fees that Jawad Rathore, Vincent Petrozza, or their companies were taking from investor funds.

[12] On January 27, 2025 the Crown entered a stay of proceedings with respect to the Secret Commissions count. The Crown also ultimately decided it was not seeking a

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<sup>6</sup> Agreed Statement of Facts [ASF], Exhibit 1, para. 7

conviction with respect to the Crates and Harmony Village projects, leaving only the Colliers and Sky City projects as the *actus reus* for the remaining count of Fraud Over.

[13] *Viva voce* evidence on the trial proper commenced October 28, 2024 and continued somewhat intermittently over 11 days concluding January 27, 2025. The defence did not call any evidence. Submissions were heard April 1-3, 2025.

### C. The Law

[14] There is little, if any, dispute between the parties with respect to the law of fraud. It was largely settled decades ago by the decision of the Supreme Court of Canada in *R. v. Théroux*.<sup>7</sup> The elements of the offence of fraud are:

- 1) An act of deceit, a falsehood, or some other fraudulent conduct;
- 2) Deprivation or risk of deprivation to another caused by the dishonest act;
- 3) Subjective knowledge of the dishonest act; and
- 4) Subjective knowledge that the dishonest act could cause deprivation or risk of deprivation.

[15] The first two elements constitute the *actus reus* of the offence, the latter two the *mens rea*.

### D. The Subject Projects<sup>8</sup>

#### (a) Colliers

[16] Colliers was launched in October 2011 by Mady Developments, through a single purpose corporation, Mady Collier Centre Ltd. ("**Mady Collier**").

[17] On June 15, 2012, a letter of intent was executed by FRDI and Mady Collier regarding the financing of Colliers, followed by the execution of a Development Loan Agreement on July 17, 2012.

[18] On January 30, 2015, Mady Collier applied for creditor protection under the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36. At the time, construction of the concrete structure was complete but substantial work remained.

[19] On April 8, 2015, the Court approved a process proposed by the Mady Collier's court-appointed Monitor to seek a sale of the Project.

[20] On October 16, 2015, Mady Collier and Fortress Collier Centre Ltd.—a single purpose corporation incorporated by Fortress to purchase Colliers—entered into an

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<sup>7</sup> [1993] 2 S.C.R. 5

<sup>8</sup> Descriptions excerpted from the ASF

Agreement of Purchase and Sale under which Fortress Collier Centre Ltd. agreed to purchase Colliers from Mady Collier for \$32,700,000.00.

[21] Morrison Financial Realty Corporation is a private mortgage financier and financed the construction of Colliers for a \$60,000,000 mortgage that stood in priority to the SMLs on the project. When Fortress Collier Centre Ltd. defaulted on this loan and listed the property for sale in July 2018, Morrison Financial transferred the property to Morison Financial Realty Corporation for \$18,457,000.

[22] Morrison Realty completed construction of Colliers which is now called the Lakeview Corporate Centre.

(b) Sky City

[23] On July 27, 2012, Petrozza agreed to purchase the property located at 245 Graham Ave., Winnipeg, MB, in trust for a company to be incorporated.

[24] Subsequently, a single purpose company, 6566074 Manitoba Inc. (the "**SkyCity Project Co.**") was incorporated to own and develop the SkyCity project. The SkyCity Project Co. was 50% owned by Mady Winnipeg 2013 Inc., with Fortress Winnipeg 2013 Inc. ("**Fortress Winnipeg**") owning the other 50% of the shares. Rathore held 80% of the shares in Fortress Winnipeg, with Petrozza holding the other 20%.

[25] On May 10, 2023, Mady Development Corporation and Fortress Winnipeg entered into a joint venture agreement, under which Fortress Winnipeg and Mady Development Corporation agreed to split the profits of SkyCity evenly between them. As a part of the joint venture agreement, Fortress Winnipeg agreed to obtain all financing for SkyCity, while Mady Development Corporation agreed to act as construction manager, for which it would be paid a fee in addition to its share of the profits for the project.

[26] After Mady Development Corporation began experiencing financial difficulties, Mady Winnipeg 2013 Inc. agreed to sell its shares in the SkyCity Project Co. to Fortress Winnipeg in January 2015.

[27] On October 13, 2020, the priority mortgage holder on the property, 11615467 Canada Ltd. issued a Notice of Sale, seeking the repayment of outstanding amounts to it. On March 25, 2021, a public auction was held, however, no offers were made to purchase the property. The property was subsequently sold in a private transaction for an amount that was less than the amount owing to 11615467 Canada Ltd. under the priority mortgage.

[28] Construction never began at the SkyCity site and deposits were returned to condo buyers.

## E. The Evidence

[29] In addition to the *viva voce* evidence I have a vast amount of material filed on consent of the parties. I cannot say enough about how hard counsel have worked

together to narrow and focus the issues and organize the material into a manageable form. This trial could easily have taken many, many months of scarce and valuable court time and the public has been very well served by the collective and collaborative efforts of counsel.

[30] Having had the benefit of the excellent written and oral submissions of the parties there is very little in dispute between the parties about the evidence in this case. Unlike most criminal cases, the credibility and reliability of the *viva voce* witnesses is not much in dispute.

[31] Although the witnesses were testifying about events that occurred in some cases more than a decade previously raising obvious reliability concerns, those concerns were almost always allayed by the documentary evidence that was prepared at the time of the events and provided a reliable record of what occurred as a more than adequate substitute for the perfectly understandable gaps left by the frailties of human memory.

[32] Where the evidence is not disputed there is no need for me to make findings in relation to that evidence and I will thus not extensively review the entirety of the evidence at trial in this judgment. I will, however, make findings with respect to the evidence of three witnesses whose evidence on particular points is somewhat contested. I will also note the absence of evidence in certain areas.

[33] Mr. John Filice provided an opinion of value that was used as the basis for the syndicated mortgages in relation to the Colliers project (and many other projects that are not the subject of charges). I have significant credibility concerns with respect to his claim that he did not have any knowledge that his opinions were going to be provided to investors in syndicated mortgage loans. It is directly contradicted by contemporaneous email communications and other documents. I generally found his testimony to be self-serving and an after the fact attempt to justify and/or excuse his actions and perhaps to shield himself from criminal or civil liability. I thus cannot accept his evidence unless it is corroborated by other evidence that I do accept or not disputed by the parties.

[34] Mr. Glen May-Anderson was the President and Principal Broker of the FDS brokerage. He was also its chief compliance officer. I generally found his evidence to be credible. Unlike Mr. Filice he did not appear to be trying to portray himself after the fact in a particularly positive light. There were a few areas of his evidence however, such as his purported lack of awareness of the offering memoranda, that were contradicted by contemporaneous email correspondence. He was, of course, testifying about events that occurred many years previously. I do not find that he was intentionally lying or trying to mislead the court, but I do think his recollection of the events was not entirely accurate. Where his *viva voce* evidence is contradicted by contemporaneous reliable evidence I accept the contemporaneous evidence and reject his *viva voce* evidence.

[35] Mr. Greg Puklicz was the project manager at Mady on the Collier project. He prepared a monthly "Management Team Report" sent to a variety of parties updating the progress of the project in a variety of areas. Some of these reports referenced the funds raised for Mady by the SMLs. They were described as, "An \$11 Million participating equity loan was closed with Fortress Real Capital and their investors in August 2012. The term

of the loan is 24 months with a 6 month extension option with at least 3 months prior written notice. The investors will receive 50% of the project profit and have registered a \$16.9 Million mortgage on the property.”

[36] These monthly reports were altered by Mr. Petrozza and distributed to the Investor/Lenders without referencing the \$11 million/\$16.9 million discrepancy. Mr. Puklicz knew that Mr. Petrozza was going to alter the reports and distribute them to the Fortress investors. He disputed that he knew exactly what in the report was going to be altered. He testified that the \$11 million referred to his “capital stack” and that even though Colliers did receive the full \$16.9 million and authorized the disbursement of the funds that brought the amount down to \$11 million, this reporting was somehow in line with generally accepted accounting principles (GAAP).

[37] Based on my review of the email exchanges between Mr. Petrozza and Mr. Puklicz I find that either Mr. Puklicz actually knew exactly what Mr. Petrozza was changing in the report or he just did not care to know. Either is certainly possible. I also find that describing the transaction as “an \$11 million participating equity loan” is not an accurate and truthful description. Collier received \$16.9 million and a mortgage was registered in that amount. The investor/lenders loaned Collier \$16.9 million, not \$11 million.

[38] Finally, there is an absence of evidence that might (or might not) have been material to the issues I must decide. I have not been provided with any expert opinion evidence whatsoever at this trial. I have not heard from an expert in forensic accounting, or property valuations, or the construction industry, or financial instruments. I am thus left with my own general knowledge of financial matters to try to assess the transactions in this case.

[39] I also do not have the financial records of Fortress. I do not know what their expenses were for salaries, advertising or anything else to assess the reasonableness of the fees charged. I do not know what Fortress’ net income was. Although some reference was made to personal expenses being paid out of Fortress-related bank accounts, I do not know if these expenses were treated as draws against equity or dividends, or salary compensation, or repayment of a shareholder loan, or something else. I do not have income tax returns or other accounting records to show how revenue, expenses, and equity were classified for tax purposes. I do know through the tranche schedules what monies were received by Fortress from the SMLs, but that is all I know.

## **E. Analysis**

[40] Despite the volume of evidence in this case, my resolution of the issues is really quite simple. The Crown has two theories of liability. The evidence on these issues is factually quite narrow and focused.

### **(a) Non-Disclosure of Up Front Fees**

[41] Fortress was in the business of raising funds for developers. They entered into agreements with the developers to be paid for raising those funds. The developers were sophisticated market actors able to assess whether the fees were reasonable or not, and

would have been aware of other fundraising options and able to make informed choices based on comparison with those other options.

[42] Although somewhat complicated in the Sky City project by Fortress also being the developer, the fees charged appear to be in line with other projects where Fortress was not the developer, or at least I do not have any evidence that the fees were disproportionate or out of line compared to other projects. With respect to Colliers, Fortress's takeover of the project occurred after the charge period so it is the agreement with Mady that governed at the relevant time.

[43] The borrower paid Fortress's fees. The lender did not. Raising funds was part of moving the projects forward, which was what the funds raised by the loans were supposed to do. The borrower owed to the lender the full amount of the loan plus interest. The fees paid to Fortress did not reduce the amount owing to the lenders by the borrower. Although the disclosure of the fees in the SML transactions was somewhat obfuscated and certainly less fulsome and clear than in the Offering Memoranda, I find that there was no obligation to disclose the fees at all. The fees were a matter between Fortress and the borrower.

[44] As noted earlier, I do not find that removing reference to the \$11 million/\$16.9 million discrepancy in the Management Team Reports was false or misleading.

[45] Accordingly, I find that the Crown has not established beyond a reasonable doubt that Mr. Rathore and Mr. Petrozza committed fraud by "Misrepresenting to the public how investor funds would be used, diverted, or secured, specifically by failing to disclose fees that Jawad Rathore, Vincent Petrozza, or their companies were taking from investor funds." as particularized.

(b) Misrepresentations of Value

[46] Mr. Rathore and Mr. Petrozza were in the business of raising funds through syndicated mortgages. They offered these SMLs to the public. Mortgages are a relatively secure form of loan since they are registered on title to real property. The effect of this registration is that the borrower cannot sell the property to anyone without first discharging (repaying) the monies owed to have the charge removed. Additionally, if the borrower defaults on the loan the lender can force a sale of the property in order to recoup the monies owed.

[47] Based on the evidence of the investor/lenders Mr. Straw, Ms. Frei, Ms. McDowell, Ms. Gasner and Mr. Jiang, Fortress' own promotional material, and my own common sense and general non-expert business knowledge, from the SML lender's perspective there are three key factors in making a decision to lend money:

- (i) Rate of Return – how much profit will I make on my investment and how does that rate of return compare to other investments I might make?
- (ii) Credit worthiness – how likely is it that the borrower is going to be able to repay the loan?

- (iii) Security – in the event of default can I recoup the money lent from the sale of the property?

[48] As part of each SML transaction (on both the Colliers and Sky City projects), the details of the transaction were set out in a variety of forms completed by the lender with the broker and independent counsel. Key to the Crown's theory of the case are the FSCO Investor/Lender Disclosure Form and the Form 9D.

[49] I except a chart from the Crown's factum of the relevant portions of each form below<sup>9</sup>:

	Collier	SkyCity
<b>FSCO Investor/Lender Disclosure Form</b>	<p>5. <u>Appraisal</u>:</p> <p>...</p> <p>An <u>appraisal</u> has been done on the property ... <u>appraised "as is"</u> value: 21,840,090.00</p> <p>...</p> <p>Date of <u>appraisal</u>: July 17, 2012</p> <p>Name and address of <u>appraiser</u>: John Filice, Cushman &amp; Wakefield Ltd.</p> <p>6. Loan to value ratio (according to information from borrower)</p> <p>...</p> <p><u>Appraised "as is" value</u>: (from Part A) \$21,840,090.00</p> <p><u>Loan to "as is" value</u>: (c/d X 100) 85.00%</p> <p>Projected value: (where appropriate) \$ [left blank]</p> <p>Loan to "projected value" ratio: (c/f X 100) 85.00%<sup>18</sup></p>	<p>5. <u>Appraisal</u>:</p> <p>...</p> <p>An <u>appraisal</u> has been done on the property ... <u>appraised "as is"</u> value: 18,000,000.00</p> <p>...</p> <p>Date of <u>appraisal</u>: May 17 2013</p> <p>Name and address of <u>appraiser</u>: Jeff Cheong &amp; Kevin Ferguson Of Legacy Global Merchantile Partners Limited</p> <p>6. Loan to value ratio (according to information from borrower)</p> <p>...</p> <p><u>Appraised "as is" value</u>: (from Part A) \$18,000,000.00</p> <p><u>Loan to "as is" value</u>: (c/d X 100) 88%</p> <p>Projected value: (where appropriate) \$ [left blank]</p> <p>Loan to "projected value" ratio: (c/f X 100) 88.00%<sup>19</sup></p>

<sup>9</sup> Note that the footnote numbers are from the Crown's factum, not this judgment.

<sup>18</sup> Investor Witness Documents, Tab 1, Frei FSCO ILT, PDF pp. 48-49.

<sup>19</sup> Investor Witness Documents, Tab 2, Gasner FSCO ILT, PDF pp. 47-48.

<b>Law Society 9D Form</b>	I am satisfied that the approximate and <u>current value</u> of the property against which my investment has been secured is \$21,840,090.00. The means taken to determine said value was a letter of opinion completed by John Filice, Cushman & Wakefield Ltd. Dated July 17, 2012. <sup>20</sup>	I am satisfied that the approximate and <u>current market value</u> of the property against which my investment has been secured is \$18,000,000.00. The means taken to determine said value was a Letter of Opinion authored by Kevin Ferguson & Jeff Cheong of Legacy Global Mercantile Partners Ltd. dated May 17 2013. <sup>21</sup>
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<sup>20</sup> Investor Witness Documents, Tab 1, Frei 9D Form, PDF p. 6.

<sup>21</sup> Investor Witness Documents, Tab 2, Gasner 9D Form, PDF p. 5.

[50] Fortress held out the opinions of value of Mr. Filice and Mr. Cheong in these documents as appraisals of “as is” value and current value/current market value. Based on all the evidence I find beyond a reasonable doubt that they were not appraisals, they did not show the “as is” value, and Mr. Cheong and Mr. Filice were not certified appraisers. They did not demonstrate the current value or current market value in the sense of the amount of money that could likely be obtained in the event of a forced sale as a result of default on the loan, rather at best they showed what another developer might possibly pay for the land if they planned to take over the project and see it through to completion. Since the loan would only go into default if the project was in trouble, valuations based on a project takeover with assumptions of a positive outlook on the project as a whole are unlikely to be accurate or appropriate estimates of recoupable value in the event of a forced sale.

[51] The opinions of value were used to calculate the loan to value ratio (LTV). Most lay people, and the investor/lenders in this case, likely would have interpreted this calculation as similar to calculating the equity in your home. Indeed in promotional material Fortress drew precisely that analogy. No bank would ever give someone a mortgage for more than 100% of the value of the home, and they usually require there be at least 10% equity in the home. Thus LTVs of 90% or less appear reasonable. In their promotional material Fortress held out that their LTV was “typically” even lower, 75%.

[52] For both the Colliers and Sky City projects Fortress was in possession of appraisals done by certified AACI appraisers that appraised the value of the lands as much lower than the opinions of value: \$7.2 million for Colliers and two separate appraisals based on somewhat different methods and assumptions of \$5.9 million and \$11 million for Sky City. I find as a fact based on all the evidence that these values are representative of the “as is” values of the properties. If these values were used to

calculate LTVs they would have been close to 300% for Colliers and between 300-150% for Sky City.<sup>10</sup>

[53] The opinions of value were not helpful to investors in determining what they were held out by Fortress as demonstrating: the amount of security they were actually getting in exchange for the loan. Fortress advertised the SMLs as secure investments. As a Fortress pamphlet stated "This unique type of security is not available through any other type of product and forms the basis of Fortress Real Capital's core strategy: **Security, first and foremost.**"

[54] I am satisfied beyond a reasonable doubt that Fortress' use of the opinions of value and LTV ratios based on them included falsehoods in the FSCO forms, deceived investors with respect to the actual security they were being given in the SMLs, and that the non-disclosure of the actual "as is" value that was known to Fortress amounted to non-disclosure of material facts.

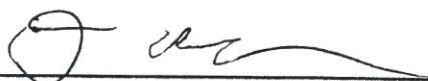
[55] I am also satisfied beyond a reasonable doubt that these acts created a risk of deprivation for every SML investor/lender and although not the sole cause of the losses, contributed to their actual deprivation when the projects were ultimately unsuccessful.

[56] Mr. Rathore and Mr. Petrozza are very smart, sophisticated businessmen. They designed these transactions. Their business model would not have worked if LTV was calculated on an "as is" value. I find beyond a reasonable doubt that they both intentionally misled investors about the value of their secured interest in order to induce them into investing. While they likely hoped that all the projects would be successful and the investors would be paid back, I find beyond a reasonable doubt that they knew they were putting investor funds at risk.

[57] I also of course find beyond a reasonable doubt that the amount of the fraud was over \$5,000.

[58] I find Mr. Rathore and Mr. Petrozza guilty of Fraud Over \$5,000.

**Released: May 28, 2025**

  
Signed: Justice Daniel Moore

<sup>10</sup> Mr. Cheong gave 3 opinions of value that increased over time and Fortress arranged for additional SMLs based on that increasing value. I have used the May 17, 2013 opinion as an example.