**CITATION:** *Oliver v. Nourouzi*, 2024 ONSC 5071
**COURT FILE NO.:** CV-23-00693879
**DATE:** 20240913

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

| | | |
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| **BETWEEN:** | ) | |
| | ) | |
| MAUREEN OLIVER | ) | *Milton Davis and Natalia Sidlar*, for the Plaintiff |
| Plaintiff | ) | |
| **– and –** | ) | |
| GITA NOUROUZI | ) | *David Lees*, for the Defendant |
| Defendant | ) | |
| | ) | **HEARD: AUGUST 22, 2024** |

**STEVENSON J.**

## REASONS FOR DECISION

### Introduction

[1] This case involves a house purchase which was not completed. The defendant (Nourouzi) agreed to buy the plaintiff (Oliver)'s home on the Bridle Path at 9 Salonica Road, Toronto (the property). The agreement of purchase and sale dated October 25, 2021 (APS) provided for a purchase price of $5,150,000.00 and a closing date of June 30, 2022, later amended to September 29, 2022.

[2] On closing the defendant refused to complete her purchase because of two encumbrances still registered against title and the late delivery of a survey.

[3] Oliver resold the property on October 24, 2024 for $4,800,000. She commenced this action for damages in the amount of $485,000 (this amount includes some rental payments). Oliver now moves for summary judgment.

[4] Nourouzi's primary defence is that she did not have to complete the purchase because of the registered encumbrances. Nourouzi argues that their continued registration on closing breached a condition to the transaction, which justified her termination of the APS and should result in repayment of her deposits which total $350,000. Nourouzi also relies as a defence on the late delivery of a survey, which Oliver only producing on closing.

[5] Furthermore, Nourouzi, says that this claim is not amenable to summary judgment because the APS must be interpreted in light of all the surrounding circumstances, the analysis of which will require witnesses to testify. Nourouzi says that the need to have a trial is compounded by her position that this action should be tried together with her third-party claim against the real estate agent, Katy Torabi (Torabi), who acted for both the vendor and the purchaser and who drafted the APS. This third-party claim is essentially a claim for professional negligence by Nourouzi against Torabi.

[6] The plaintiff, Oliver, says there are no genuine issues which require a trial and she should be granted summary judgment for her damages arising from Nourouzi's breach of the APS. Oliver says there is no such issue in respect of either the survey or the registered encumbrances. She says both issues are minor and, at most, justify a claim for damages for breach of warranty, rather than termination for breach of a condition.

**The Agreement of Purchase and Sale**

[7] The APS is a standard form Ontario Real Estate Association document plus a schedule A with additional, bespoke terms.

[8] The material terms of the standard form APS are:

(a) The property is legally described as PCL 152-1, SEC M809; Lot 152; PLAN M809; S/T A52047 North York, City of Toronto;

(b) Closing date of June 15, 2022; later changed to Sept 29, 2022;

(c) a first deposit of $250,000 was due upon acceptance and, in schedule A, a second deposit of $100,000 was due on March 1, 2022;

(d) Schedule A formed part of the agreement (material parts of schedule A are set out below);

(e) Chattels were included (all appliances and fixtures, all window coverings, AC and furnace);

(f) Title search (para. 8 – these paragraph numbers are from the standard form APS): set a requisition date and a time for the buyer (the defendant) to satisfy herself with respect to work orders and deficiency notices and the current residential use.

Requisitions had to be requested by June 15, 2022, later changed to September 15, 2022;

(g) Future use (para. 9): there was no representation or warranty with respect to future use;

(h) Title (para. 10): title had to be free of all encumbrances except as otherwise specifically provided… and save and except for …(b) any registered municipal agreements…; (c) any "minor easements for the supply of domestic utility or telecommunications services to the property or adjacent properties"; (d) easements for …telecommunications lines or other services which do not materially affect the use of the property".

(i) Title (para. 10 continued): if the purchaser made a valid objection to title which the seller would not or could not remove, remedy or satisfy this agreement would be at an end;

(j) Documents and discharge (para. 12): the buyer could not call for any survey except one in the possession or control of the seller. If requested, the seller had to deliver any survey within seller's control to buyer prior to the requisition date;

(k) Agreement in writing (para. 26): any provisions added in any schedule (e.g., Schedule A) superseded the standard pre-set provisions to the extent of any conflict or discrepancy;

(l) Agreement in writing (para. 26 continued): the agreement and schedule constituted the "entire agreement" between the buyer and seller.

(m) Agreement in writing (para. 26 continued): there was no representation, warranty, collateral agreement, or condition affecting this agreement.

[9] The material provisions in schedule A provided:

(a) two proposed conditions dealing with a home inspection and arranging financing were expressly deleted;

(b) seller warranted that chattels and fixtures would be in working order on closing;

(c) seller agreed to provide an existing survey within 10 days of acceptance;

(d) seller warranted there are no work orders or deficiency notices;

(e) "the Seller agrees to discharge any mortgages or liens or other encumbrances registered against the property on or before the closing date…";

(f) "Seller warrants the property is not subject to any easement, municipal agreement or right of way;"

(g) the parties acknowledged that the real estate broker had recommended that the parties obtain independent professional advice prior to signing;

(h) the second deposit ($100,000.00) was due by March 1, 2022.

[10] The parties and the real estate broker signed a standard form OREA document called "Confirmation of Co-operation and Representation Agreement" which confirmed the real estate broker was acting for both sides. This form dealt with the broker's obligations to both parties.

[11] The purchaser, who was herself a registered real estate salesperson, signed a standard form OREA document called "Registrant's disclosure of interest" acknowledging Nourouzi was acquiring the property for herself.

[12] Oliver rented alternative accommodation on a 6-month lease from August 15, 2022 to February 15, 2023 at $8,200 per month to give her and her husband, Peter, somewhere to live after the transaction closed. Oliver's life was upended when Peter died on September 21, 2022, eight days prior to the closing date, leaving her to complete the transaction and to move on her own. The married couple had lived at the property for all of the 44 years it was owned by Maureen Oliver.

[13] One week prior to Mr. Oliver's death and just over two weeks prior to closing, on September 13, 2022, the purchaser's lawyer sent his requisition letter. The lawyer required:

(a) An up-to-date survey. "Please advise immediately if one is not available…"

(b) Discharge on or before closing of a subdivision agreement registered October 28, 1959;

(c) Discharge of a Bell Telephone easement registered April 25, 1960.

[14] In respect of his demand that the vendor must delete the latter two encumbrances, the purchaser's lawyer relied on the clause in Schedule A (quoted above) whereby the vendor warranted that the property is not subject to any easement, municipal agreement or right of way. He did not initially mention the other material clause in Schedule A, which provides that the seller would discharge any mortgages or liens or other encumbrances on or before the closing date.

[15] The vendor's lawyer responded that the vendor did not have a survey and that he was not required to remove the two minor encumbrances. It is worth noting that when the vendor had bought the property some 44 years earlier, both encumbrances were already registered on title.

[16] The vendor's lawyer wrote to the purchaser's lawyer:

> "these are both common instruments affecting most of the properties in the neighbourhood, they in no negative way affect title to the property, and, as you are more than likely aware, are next to impossible to have discharged and nothing of consequence is gained by having such instruments not appear on title."

[17] The vendor did provide a survey on or about the closing date of September 29, 2022, but did not discharge the two encumbrances. The purchaser refused to close on the basis that the survey should have been produced sooner and because of the continued registration of the two encumbrances, the 1959 subdivision agreement and the 1960 Bell easement.

**The property is resold**

[18] When the transaction was not completed Oliver re-listed the property for sale with the same agent, Katy Torabi. As before, this was an exclusive listing, and the property was not marketed on the Multiple Listing Service (MLS).

[19] The house sold quickly, on October 24, 2022, for $4,800,000.00 and the sale was completed on November 22, 2022. By now Oliver was living in the rental accommodation she had arranged in anticipation of completing the sale to Nourouzi.

[20] Oliver claims $475,800 in damages. This comprises various elements made up of the difference in the re-sale price ($350,000), differences in real estate commission (not challenged), legal costs (not challenged) and rental fees for the temporary premises for four of the months ($32,800 for August 2022 to November 2022). The rent payments were challenged for the first time at the hearing of this motion.

[21] Nourouzi argues the rent payments would have been incurred in any event and therefore can't be claimed.

[22] Nourouzi argues that the difference in sale price of $350,000 is not compensable because Oliver sold the property at less than fair value. It is argued that this happened because she sold too quickly without adequate exposure to the market by virtue of her decision not to use the MLS.

[23] Nourouzi also says that it was Oliver who breached the APS with the result that she is entitled to the return of her $350,000 in deposits.

**The Issues**

[24] The questions to be determined are which party breached the APS and what is the quantum of damages for the party which prevails, whether purchaser or vendor?

[25] The preliminary question on this motion for summary judgment is whether these questions should be answered on the motion, or should they be remitted to trial in due course?

**The Test for Summary Judgment**

[26] The Supreme Court of Canada in *Hryniak v. Mauldin* 2014 SCC 7 at para. 66 in conjunction with rule 20.04(2)(a) make it clear that the court shall grant summary judgment if there is no genuine issue requiring a trial. There is no such issue if the evidence on the motion allows the motion judge to fairly and justly adjudicate the dispute and achieve a just result in a more expeditious and less expensive way.

[27] It is important to note that on a summary judgment motion the parties are expected to "put their best foot forward" and the court may assume that the evidentiary record is complete and that no further evidence will be produced if the issues go to trial. *Broadgrain Commodities Inc. v Continental Casualty Company*, 2018 ONCA 438. Summary judgment is not appropriate if the credibility of the parties is squarely in issue, and the more important the credibility dispute, the more likely that a trial is required. *Elliott v. MMC Marketing & Promotion Inc*., 2024 ONSC 2466 at paras. 30-32; *Joshi v. Chada*, 2022 ONSC 4910 at para. 66.

[28] On this preliminary question Nourouzi says there are genuine issues which require a trial because the court can only interpret the relevant APS provisions in conjunction with the surrounding circumstances at the time the contract was formed; and that will require the court to hear evidence from the witnesses. *Sattva Capital Corp. v. Creston Moly Corp*., 2014 SCC 53 at para. 47. In particular, she says the credibility of the agent Katy Torabi who acted for both sides will be a fundamental issue given what she represented to Nourouzi and her brother Dr. Alireza Nourouzi regarding the terms of the APS. In this regard there is a dispute about whether Dr. Alireza Nourouzi told the agent he and his sister Nourouzi wanted a house for family members. There is also a dispute about what they told the agent about plans to rebuild on the property, including Dr. Alireza Nourouzi's discussions with professionals with respect to the proposed development.

[29] Nourouzi also argues there is a triable issue about the resale value of the property in light of the agent's evidence that Dr. Alireza Nourouzi received an offer of $5,500,000 from a third party, Ryan Cyrus, especially when combined with the appraisal evidence of Joseph Macaluso that the property was worth $5,150,000 as of September 12, 2022.

[30] It is not disputed, however, that the APS must be read as a whole, in a manner which gives meaning to all its terms and based on the "cardinal presumption" that the parties intended what they said in writing. The overriding concern is to determine the intent of the parties. The factual matrix is relevant, provided it is considered objectively and without reference to the subjective intention of the parties, and it is used to resolve any ambiguity in the contract. Importantly, the APS must be interpreted consistently with "sound commercial principles and good business sense and that avoids a commercial absurdity". *Reddy v. 1945086 Ontario Inc*. 2019 ONSC 2554 at paras. 28 and 29; cited with approval in *Saint-Fort v. Ashcroft Homes-Eastboro Inc.,* 2024 ONSC 651 at para. 28. See also *Ventas Inc. v. Sunrise Senior Living Real Estate Investment Trust*, 2007 ONCA 205 at para. 24.

**Applying the Test for Summary Judgment**

[31] In considering whether summary judgment is appropriate, the court must assume that Nourouzi has put forward all the evidence she would call at trial. Nourouzi testified that she had a general idea of the type of residence and outdoor pool they were looking to build on the property and because of that "we know that the property shouldn't have any kind of easement." Nourouzi agreed that in respect to the two exiting encumbrances "I don't know exactly what is the easement" or whether they impacted "our building" but she and her brother were looking for a "no easement property". Nourouzi agreed that she had no written opinion on the impact and that she had no discussion about the APS with the agent, Katy Torabi, before she signed it. The evidence of Nourouzi and her brother is that they relied on the agent to draft the APS to protect their interests. They acknowledged also that they had been advised to get independent professional advice prior to signing.

[32] I find that the evidence said to be in dispute does not require a trial in order for the court to decide the issues for the following reasons.

[33] On an objective reading the express terms establish that they were purchasing a property with a current residential use and that there was no representation about future use. They were buying the chattels which went with the existing residential home and obtained a warranty the chattels would be in working order on closing. They accepted the deletion of two clauses, one dealing with a home inspection and the other which was intended to ensure they could arrange financing.

[34] None of these clauses are inconsistent with Nourouzi's evidence that she and her brother had plans to rebuild on the property, preliminary as those plans were. Indeed, there is an express clause requiring the vendors to cooperate with Nourouzi in obtaining permits from the city.

[35] It is irrelevant what Nourouzi's inchoate plans were in this regard. It is irrelevant whether the existing house or a new house to be built on the property was to be occupied by Nourouzi or another family member. It is irrelevant whether Nourouzi's purchase was really made on behalf of her brother for tax purposes. It is irrelevant how the deposits were provided, as between Nourouzi and her brother, or which of them was going to pay the mortgage which was arranged.

[36] I accept that if the parties had expressly agreed as a condition of the purchase that the vendor would remove all encumbrances, no matter how minor, then the purchaser properly refused to close. But this can be determined without a trial. A trial is not necessary to do justice between the parties.

[37] What matters is the objective interpretation of the terms of the APS which deal with existing easements, minor or otherwise, and what the parties contracted for in respect of removing encumbrances from title as a condition of closing. The relevant factual matrix is not in dispute. There is no doubt, and no triable issue, that a new single detached dwelling can readily be built on the property and that a reasonable and appropriate redevelopment of the property can be achieved. This is the uncontradicted expert planning evidence from a planning expert, Jane McFarlane.

**The APS terms concerning title and the survey**

[38] The main issue is the interpretation of the APS in light of the 1959 subdivision agreement and the 1960 Bell easement which were still registered against title on the closing date. The relevant clauses provide:

> Title (para. 10): title shall be free of all encumbrances except as otherwise specifically provided… and save and except for …(b) any registered municipal agreements…; (c) any minor easements for the supply of domestic utility or telecommunications services to the property or adjacent properties; (d) easements for …telecommunications lines or other services which do not materially affect the use of the property".
>
> Title (para. 10 continued): if the purchaser made a valid objection to title which the seller will not or can not remove, remedy or satisfy this agreement will be at an end;

Schedule A then provides:

> "…Seller agrees to discharge any mortgages or liens or other encumbrances registered against the property on or before the closing date at his own expense either from the proceeds of the sale or by solicitor's undertaking."
>
> "Seller warrants the property is not subject to any easement, municipal agreement or right of way."

[39] The contract provides that the schedule A provisions supersede the standard pre-set provisions to the extent of any conflict or discrepancy.

[40] The interaction of para. 10 of the standard form with a similar but not identical schedule A clause was considered by this court in *Joo v. Tran* 2020 ONSC 806 aff'd 2021 ONCA 107.

[41] The added clause in that case provided (with differences in italics):

> "The seller agrees to discharge any *existing* mortgages or liens, or other encumbrances *now* registered against the property, on or before closing at his own expense, either from the proceeds of sale or by the solicitor's undertaking".

[42] The purchasers in *Joo* refused to close because of four minor encumbrances (three utility easements and one municipal services agreement) which the vendor would not or could not remove from title. The court gave summary judgment to the vendor, finding that the clause in schedule A simply repeated the first part of para.10 and then added the ability to discharge those types of encumbrances by a solicitor's undertaking.

[43] The lower court in *Joo* at para. 24 adopted the approach taken by Moldaver J. (as he then was) in *Stefanovska v. Kok,* 1990 CanLII 6848 in a similar case. Both Moldaver J. in *Stefanovska* and Mulligan J. in *Joo* found that the impugned registrations did not need to be removed from title because they were not material. They were the types of utility easements which any purchaser might expect in a residential subdivision.

[44] The Court of Appeal in *Joo* dismissed the appeal by the purchasers. The court stated that the purchasers' argument, if accepted, would have required the vendor to remove the easements, "come what may, regardless of whether such an obligation was possible to fulfill or would make any commercial sense if it were."

[45] The Court of Appeal acknowledged at para. 10 that the lower court had not found a discrepancy between standard form para. 10 and the added provision, and that interpretation was available to the motion judge. But the Court of Appeal expressly noted that the alternative reading proposed by the appellant purchasers "would have resulted in absurdity". That absurdity is implicitly described earlier in its reasons when the Court said:

> "the appellants [purchasers] do not explain how the respondents [vendors] could have discharged the easements, what the practical consequences would be for the appellants or the residents of any neighbouring properties, or how it would make commercial sense for a vendor of a residential property to remove electricity, water, and sewer services prior to conveying title. In response to the apparent absurdity of this position, the appellants fall back on the argument that, absurd or not, this was the agreement that the respondents made".

[46] In the case at bar the two relevant clauses in the schedule are essentially the same as in *Joo*.

[47] The material drafting differences between *Joo* and this case are shown by highlighting in italics the additional portions in the *Joo* clause:

> "…seller agrees to discharge any *existing* mortgages or liens, or other encumbrances *now* registered against the property, on or before closing at his own expense, either from the proceeds of sale or by the solicitor's undertaking*"*.

[48] One could argue, technically, that in *Joo* the schedule A clause (requiring discharge) applied only to encumbrances registered before the date of execution of the APS whereas here it includes encumbrances registered right up to closing. But such a distinction makes little practical sense and in any event is irrelevant for present purposes. The *Joo* decision is authority for two points which apply here. First, the purpose of the schedule A clause in both cases is to allow an additional way to satisfy the discharge obligation i.e., by way of a solicitor's undertaking, and therefore the clause is not inconsistent with standard form para. 10. Thus, the vendor is not required to remove the minor or standard encumbrances which are expressly permitted by standard form para. 10, notwithstanding the additional schedule A clause. Secondly, as the Court of Appeal stated in *Joo,* the additional schedule A clause should not be interpreted so as to create a commercial absurdity.

[49] Nourouzi submits that the proper interpretation of the schedule A provisions is that the vendor agreed on closing that "the Property not be subject to any easement, municipal agreement, or right of way-full stop."

[50] The overriding concern of contractual interpretation is to determine the intent of the parties. I accept that the parties can expressly contract for the degree to which title defects must be corrected or which registered encumbrances must be removed. See P. Perell, *Real Estate Transactions* (Canada Law Book, 2014) at p.80 cited in the lower court in *Joo* at para.10.

[51] I accept this proposition, but I do not accept that the purchaser's position is clearly and expressly set out in Schedule A. Unless it was clearly and unequivocally agreed by the parties, the vendor's argument is the same one rejected as absurd by the Court of Appeal in *Joo*. There is no evidence of any commercial purpose for the purchaser's interpretation in this case.

[52] Instead, the expert evidence in this case is that the property is appropriate for redevelopment with a replacement single detached dwelling and that neither the 1960 Bell easement nor the 1959 subdivision agreement impact or prevent such a project. This is not a case in which some minor easement would have interfered with a redevelopment project and the purchaser and vendor unequivocally contracted for it to be discharged prior to closing.

[53] Indeed, a further clause in schedule A ("seller warrants the property is not subject to any easement, municipal agreement or right of way") makes it clear that the purchaser could have claimed damages for breach of warranty if any damages were caused by the residual encumbrances. No such claim has been advanced by the purchaser, who has instead attempted to convert this warranty into a condition, which if breached would have justified termination of the APS.

[54] The uncontradicted evidence is that the two impugned registrations have negligible impact on title. They do not provide a basis for declaring the APS is at an end. Such a result would be absurd. The purchaser was required to complete the purchase and is liable for the damages, if any, which the vendor incurred when the purchaser improperly backed out.

[55] I do not need to find, as the vendor argued, that the purchaser acted in bad faith when she refused to close, in the belief that the value of the property had fallen. Such a finding might indeed have required a trial of that issue but is not necessary here. The purchaser's motivation for refusing to close is irrelevant.

**The Survey**

[56] Schedule A to the APS required the vendor to provide any survey "within Seller's control" to the purchaser as soon as possible and prior to the requisition date. The vendor did not have any survey, so none was provided. The purchaser by requisition asked for an up-to-date survey and sought confirmation if one was not available. The vendor confirmed immediately that the vendor did not have a survey. The purchaser's lawyer wrote advising that this was a breach of the APS. Subsequently the vendor advised that she would obtain a survey and one was provided on closing. The purchaser refused to close because of the encumbrances discussed above and also because the survey should have been produced sooner.

[57] I find that there was no breach of the APS when the purchaser could not deliver an existing survey prior to the requisition date. She did not possess one at that time and she was not under an obligation to commission a new one. In any event the late delivery of a survey was certainly not a valid basis for the purchaser to refuse to close the transaction. This was obviously a minor issue and at best would have warranted a claim for damages. No damages were incurred given that the vendor subsequently obtained a survey dated May 5, 1965, from a public source and produced it on closing. There is no evidence of any loss being occasioned by that short (approximately two weeks) delay. The purchaser argues that a proper survey would have shown the easements, but

that was not required by the APS and in any event the easements were obvious from the title search and identified by the purchaser's lawyer when he made his requisitions.

**Damages arising from resale**

[58] The purchaser argues that the vendor failed to properly mitigate her damages when she resold a month later, on October 24, 2022, for $4,800,000, without listing the property on the MLS. The purchaser says this was less than market value and that the property was still worth what she had originally agreed to pay i.e., $5,150,000 even though the APS had been signed exactly a year earlier on October 24, 2021. The purchaser relies on an appraisal she had obtained for mortgage purposes as of September 12, 2022, which opined that the property was worth $5,150,000.00 at that date.

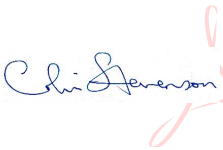
[59] I do not agree that the purchaser has established that the re-sale was improvident or that the vendor acted improperly or failed to mitigate her damages. Oliver resold the property using the same agent that both sides had used and who was familiar with the property. Oliver acted reasonably in circumstances where her husband had just died and she was already living in rental accommodation due to the existing APS and the property was vacant. She did not have an obligation to maintain the two residences after receiving a reasonable offer that provided certainty to her in difficult circumstances created by the purchaser's default.

[60] The appraisal relied on by the purchaser was simply attached as an exhibit to Nourouzi's affidavit. There was no affidavit from the appraiser or form 53 acknowledgement of expert's duty. It is not admissible as expert evidence, see *Sanzone v. Schechter* 2016 ONCA 566 at para. 16 (leave to appeal to the SCC denied, 2017 CanLII 8582). Even if the appraiser might be said to be a "participation" expert, he should have filed an affidavit to clarify his role in the events and to facilitate cross-examination. Even if I admit the opinion, such evidentiary value as exists in that document fails to establish an improvident sale on the part of the vendor. This is particularly true in the face of expert appraisal evidence from an appraiser, Edward Saxe, which was filed properly by the vendor and which opined that market value at the date of resale was only $4,150,000 i.e., $650,000 less than the resale price. Mr. Saxe was not cross-examined on his opinion. For the same reason I am not prepared to consider a third party's (Ryan Cyrus) possible offer at a higher price (absent a concrete written offer) as having any evidentiary value on the actual value.

[61] Oliver is entitled to her damages flowing from Nourouzi's breach of contract. I accept that those damages have been properly proven other than the claim for rent. I reject the latter claim, given that Oliver had already rented the alternative premises based on the sale to Nourouzi. Oliver did not have to pay additional rent by virtue of Nourouzi's breach. If she had not resold quickly she might have incurred damages for additional rent but that did not happen. Consequently, the claim for $475,800 shall be reduced by 4 x $8,200.00 i.e., $32,800 = $443,000, with prejudgment interest from September 29, 2022 in accordance the *Courts of Justice Act*.

[62] The purchaser's counterclaim for return of her deposits is dismissed because it was the purchaser who breached the APS for the reasons set out above. The deposits are forfeited but they shall be credited against the damages awarded. See *Azzarello v. Shawqi* 2019 ONCA 820 at paras. 48-55.

[63] If the parties cannot agree on costs, the vendor shall make written submissions on costs (not to exceed 3 pages plus a costs outline) within 10 days. The purchaser shall make responding written submissions (not to exceed 3 pages, preferably with its own costs outline) within 10 days of receipt of the vendor's submissions. There shall be no reply.




Justice C. Stevenson

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**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

MAUREEN OLIVER

Plaintiff

**– and –**

GITA NOUROUZI

Defendant

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**REASONS FOR DECISION**

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C. Stevenson J.

**Released: September 13, 2024**