

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between:

MITSUBISHI HC CAPITAL CANADA INC.

Petitioner

And:

VIC VAN ISLE CONSTRUCTION LTD.

Respondent

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF  
VIC VAN ISLE CONSTRUCTION LTD.**

**NOTICE OF APPLICATION**

**Name of applicant: 2427324 Alberta Ltd.**

To: Mitsubishi HC Capital Canada Inc.

And to: Vic Van Isle Construction Ltd.

And to: BDO Canada Limited (the “**Receiver**”)

TAKE NOTICE that an application will be made by the applicant to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, British Columbia on December 16, 2022 at 9:45 a.m. for the orders set out in Part 1 below.

**Part 1: ORDERS SOUGHT**

1. To set aside the Receivership Order of Mr. Justice Basran made December 2, 2022 (the “**Receivership Order**”);
2. In the alternative, to modify the Receivership Order to include a term permitting 2427342 Alberta Ltd. the right to terminate the lease between 2427342 Alberta Ltd. and Vic Van Isle Construction Ltd., dated for reference July 4, 2022 (the “**Lease**”);

3. In the further alternative, to modify the Receivership Order to include a term directing the Receiver to pay occupancy rent to 2427342 Alberta Ltd. for the Premises covered by the Lease while the Receivership Order is in effect .

## Part 2: FACTUAL BASIS

### Overview

4. The applicant, 2427342 Alberta Ltd. seeks to overturn, or in the alternative modify, the Receivership Order obtained by Mitsubishi HC Capital Canada Inc. on December 2, 2022, which has a limited scope of enjoining 2427342 Alberta Ltd, in its capacity as landlord to exercise its right to distraint over certain seized equipment belonging to the tenant respondent, Vic Van Isle Construction Ltd.
5. Pursuant to section 3(4) of the *Rent Distress Act*, R.S.B.C. 1996, ch. 403 a landlord's distress has priority over security interests in goods of the tenant with the exception of purchase money security interest ("**PMSI**") that is perfected at the date of distress.
6. In this case, Mitsubishi HC Capital Canada Inc. does not have a PMSI interest in the goods seized by the landlord, and prior to Receivership Order being granted, the landlord had the right to sell the impugned goods.
7. The Receivership Order is unusual due to its limited scope: it specifically prevents the landlord from selling seized goods but does not oblige the Receiver to pay occupancy rent while the receivership is in effect. The result, is that the landlord is unable to collect any occupancy rent from the Receiver, terminate the lease, or proceed with its right to sell the seized goods to satisfy rent in arrears.
8. The impugned Order is dressed up as a receivership order but in reality, it is an injunction that Mitsubishi HC Capital Canada Inc. obtained *ex parte* and without meeting the injunction requirements, in an effort to circumvent the rights and remedies available to the landlord pursuant to the *Rent Distress Act*.

### The Parties

9. The applicant, 2427342 Alberta Ltd. (the "**Landlord**") is a corporation incorporated under the laws of Alberta.
10. The respondent, Vic Van Isle Construction Ltd. ("**VVI**"), is a corporation incorporated pursuant to the laws of British Columbia and is a general contractor and design builder.
11. The petitioner, Mitsubishi HC Capital Canada Inc. ("**Mitsubishi**") is a financial institution.

12. Landlord is the registered owner of 96 Cartier Street, Revelstoke, British Columbia legally described as:

PID: 016-287-151

Parcel A (SEE XD26998) Township 23 Range 2 West of the 6<sup>th</sup> Meridian Kootenay District Plan 10022.

(the “**Premises**”)

**Affidavit #1 of Ray Redekopp sworn December 12, 2022 (Aff. #1 Redekopp), para. 2**

13. The sole director and shareholder of 242 is Ray Redekopp (“Ray”).

**Aff. #1 Redekopp, para. 3**

#### **Purchase of the Premises by 242**

14. In or around March 2022, Kenneth Lewis Hendrickson (“Lewis”) of Vic Van Isle Construction Inc. (“VVI”) approached Ray asking if he was interested in purchasing, *inter alia*, the Premises.

**Aff. #1 Redekopp, para. 5**

15. At the time, Lewis was one of 3 directors of VVI and shareholders of VVI.

**Aff. #1 Redekopp, para. 6**

16. On April 5, 2022 VVI entered into an agreement of purchase and sale dated April 5, 2022 whereby VVI agreed to sell, *inter alia*, the Premises to Urban Enterprises Corp. (“**Urban Enterprises**”), and Urban Enterprises agreed to buy the Premises, and thereafter the parties entered into an Amending Agreement dated April 8, 2022, a Second Amending Agreement dated April 27, 2022, a Third Amending Agreement dated May 17, 2022 and a Fourth Amending Agreement dated July 4, 2022 (collectively referred to herein as the “**Purchase and Sale Agreement**”).

**Aff. #1 Redekopp, para. 7, Ex. A**

17. The closing date was July 6, 2022.

**Aff. #1 Redekopp, para. 8**

18. 242 was incorporated for the purpose to be an assignee of the Purchase and Sale Agreement.

**The Lease was a Condition Precedent to the Purchase and Sale Agreement**

19. The Agreement of Purchase and Sale included an express term that VVI would enter into a lease, as tenant, with the purchaser. The main business terms of the lease were expressly written in the offer. Specifically, section 9 of the Purchase and Sale Agreement included the following condition precedent:

It is a true condition precedent to the benefit of the Purchaser that, effective on and concurrent with Closing in respect of the Premises, that VVI as vendor shall have entered into a real property lease with VVI, acting as tenant, for a base rent of \$400,000 annually, paid monthly, plus triple net to the landlord for a 12 month term.

20. 242 required this condition precedent, as it would be relying monthly rent payments to pay for the financing costs of the loan 242 required to complete the purchase.

**Aff. #1 Redekopp, para. 20**

21. In order to finance the purchase of the Premises, on July 5, 2022, 242 agreed to enter into a loan agreement with Pillar Capital Corp and agreed to grant a mortgage and assignment of rents in favour of Pillar Capital Corp for a principal sum of \$3,300,000 to be repaid on or before 12 months from the date of advance, plus interest at a rate of Canadian prime lending rate plus 9% per annum, calculated monthly not in advance, to be registered on title to the Premises, with monthly payments to be interest only payments (the "**Loan Agreement**").

**Aff. #1 Redekopp, para. 14, Ex. C**

22. Pursuant to the Purchase and Sale Agreement, 242, as landlord, entered into a written lease agreement with the respondent, VVI, as tenant, and Kenneth Lewis Hendrickson ("**Lewis**"), Bruce Walker ("**Bruce**") and Jamie Hampton ("**Jamie**"), as covenantors, dated for reference July 4, 2022 over the Premises for a term expiring August 31, 2023 (the "**Lease**").

**Aff. #1 Redekopp, para. 18, Ex. D**

23. VVI had to provide a fully executed copy of the Lease as one of the closing document deliverables.

**Aff. #1 Redekopp, para. 17**

## **242 is Not a Related Party to VVI**

24. In response to paragraphs 25 and 48 of Philippe Frenette's affidavit #1 sworn December 2, 2022 and paragraph 25 of the Petition, 242 has no interest in VVI and is not a related party to VVI.

**Aff. #1 Redekopp, para. 22**

25. Lewis and Ray are not brother in laws. Lewis is the ex-husband of Ray's wife's sister. Lewis and Ray's sister in law separated over 11 years ago and obtained a formal divorce in or around 2017.

**Aff. #1 Redekopp, para. 21**

26. Urban Enterprises also does not have any interest in VVI and is not a related party to VVI.

**Aff. #1 Redekopp, para. 23**

## **Mitsubishi's Knowledge of the Lease**

27. During the time the Purchase and Sale Agreement was being negotiated, Mitsubishi was put on notice that Urban Enterprise or its assignee (being 242) that the purchaser was agreeing to purchase the Premises on the condition that it would be leased back by VVI to the purchaser.

**Aff. #1 Redekopp, paras. 24, 27, 29, Ex. E**

28. On June 21, 2022, prior to the closing date, Mitsubishi received a copy of the Purchase and Sale Agreement which expressly references the condition precedent of the lease agreement between VVI and the purchaser.

**Aff. #1 Redekopp, paras. 27, Ex. F**

29. If Mitsubishi was under the impression that Ray Redekopp was the brother in law of Lewis of VVI it had that impression during the negotiations of the purchase of the Premises, and at the same time was aware that Ray Redekopp was the director of Urban Enterprises and the assignee, 242.

30. Mitsubishi was involved with the sale of the Premises Mitsubishi had a mortgage and an assignment of rents registered on title to the Premises under charge numbers CA8373894 and CA8373895 respectively.

**Aff. #1 Redekopp, para. 25**

31. As at closing, Mitsubishi was owed \$1,650,000 pursuant to the aforementioned mortgages and were paid this amount in exchange for the mortgages being discharged from title to the Premises.

**Aff. #1 Redekopp, para. 26**

32. After the sale of the Premises completed, Mitsubishi continued to receive notice of the monthly rent payments made by VVI to 242 as VVI had to disclose its weekly payables to Mitsubishi as a requirement of a debt obligation VVI continued to owe Mitsubishi.

**Aff. #1 Redekopp, para. 30**

### **Lease Terms**

33. Pursuant to terms of the Lease, VVI is to, *inter alia*:

- (a) pay Basic Rent in the amount of \$400,000 per annum, being \$33,333.33 per month (ss.1.1(g) and 4.2);
- (b) pay Additional Rent which includes Operating Costs, Property Taxes, costs of all Utilities supplied to the Premises and all other costs the Tenant must pay pursuant to the Lease, including without limitation the Landlord's insurance costs, security costs, legal fees (on a solicitor and own client basis) in connection with any modification or extension of the Lease or the enforcement of any Landlord's rights and remedies with respect to the Lease (ss. 4.3(a), 6.1);
- (c) pay a Deposit to the Landlord equal to one month's Basic Rent and Additional Rent plus Sales Tax on or before the Commencement Date of July 6, 2022;
- (d) Basic Rent and Additional Rent are payable at the first of each month;
- (e) Term of the Lease is one year from July 6, 2022 to August 31, 2023.

34. The monthly Basic Rent and Additional Rent payable by VVI to 242 totaled \$45,520.30 broken down as follows:

- (a) \$33,333.33,
- (b) \$10,019.34 property tax and civic utilities, and
- (c) \$2,167.63 goods and services tax

(the "**Monthly Rent**")

35. VVI took possession of the Premises on July 6, 2022.

**VVI in Default of the Lease**

36. In or around August 1, 2022 VVI requested, and the Landlord agreed, that the Deposit could be applied to the rent due and owing for August 1, 2022, on the condition that VVI would replenish the Deposit payable pursuant to the Lease.

**Aff. #1 Redekopp, para. 34**

37. In or around September 1, 2022 VVI was only able to make a partial payment of \$35,000 of the rent due and owing on September 1, 2022, leaving a shortfall of \$10,520.30.

**Aff. #1 Redekopp, para. 35**

38. On October 1, 2022 VVI did not pay the Monthly Rent.

**Aff. #1 Redekopp, para. 35**

39. On October 11, 2022, the Landlord delivered to VVI a Notice of Default and demand for payment for the total amount in arrears as at that date being \$140,539.63. The Notice of Default was sent via email and registered mail.

**Aff. #1 Redekopp, para. 30**

**Affidavit of Peter Powers, sworn December 12, 2022, para. 3 (“Aff. #1 Powers”)**

**Affidavit of Janine Legaspi, sworn December 12, 2022, para. X (Aff. #1 Legaspi”), para. 2, Ex. A**

40. On October 18, 2022 the Landlord sent an updated Notice of Default and revised demand for payment identifying arrears of rent plus interest owing under the Lease as at October 17, 2022 to be \$116,639.63 (the “Arrears”). The difference in arrears calculation was due to a double counting of the first 14 days of October. This Notice of Default and demand for payment was sent via email and delivered by hand to the representatives of VVI.

**Aff. #1 Legaspi, para. 3, Ex. B**

41. On October 18, 2022, the Landlord executed a Distress Warrant authorizing Accurate Bailiff Group (the “**Bailiff**”) to distrain goods and chattels of VVI at the Premises to satisfy rent in arrears in the amount of \$116,639.63.

**Aff. #1 Redekopp, para. 38**

**Aff. #1 Powers, para. 2, Ex. A**

42. On October 20, 2022, the Bailiff attended the Premises and VVI surrendered a John Deere 624K Front End Loader S/N IDW624KTVEF661885 and Genie Lift 45/25 45/25 Z452513A47333 to the Bailiff (the "Front End Loader and Genie Lift") to go toward satisfying the Arrears.

**Aff. #1 Powers, para. 3, Ex. B**

43. On November 1, 2022 VVI did not pay the Monthly Rent.

**Aff. #1 Redekopp, para. 41**

44. On November 2, 2022, the Landlord delivered to VVI another notice of default and demand for payment for the Monthly Rent due and owing for November (the "**Additional Arrears**") in addition to the Arrears which collectively totaled as at November 2, 2022 \$162,159.93.

**Aff. #1 Redekopp, para. 42**

**Aff. #1 Legaspi, para. 4, Ex. C**

45. On November 3, 2022 the Landlord executed a Distress Warrant authorizing the Bailiff to distrain goods and chattels at the Premises to go toward satisfying the Additional Arrears.

**Aff. #1 Redekopp, para. 43**

46. On November 8, 2022 Jamie for VVI signed a bailiee's undertaking with respect to a 2008 Gradall 544D-10 4X4 S/N 0160032663 or 0166032696 (the "**Gradall**"). The Gradall above was seized under the bailee's undertaking.

**Aff. #1 Powers, paras. 8, 9, Ex. D**

47. On November 22, 2022 the Bailiff sent a Notice of Repossession and Intention to Sell ("**Notice of Repossession**") to all concerned parties with an interest in the aforementioned equipment, which included Mitsubishi. The purpose of the Notice of Repossession was to provide those interested parties the opportunity to claim they had a PMSI in the seized equipment that would take priority over the landlord's right to distrain.

**Aff. #1 Powers, para. 10, Ex. E**

48. On November 24, 2022 the Landlord further updated the seizure by having the Bailiff physically seize and secure a Caterpillar TL 1255 4X4 Material Handler S/N TBN01026 (the "**Caterpillar**") to go toward satisfying the Additional Arrears.

**Aff. #1 Powers, para. 10, Ex. E**

**Aff. #1 Redekopp, para. 45**



49. On November 24, 2022 Mitsubishi through its legal counsel wrote to the Bailiff and counsel for the Landlord, in response to the Notice of Repossession asserting that the Landlord is a non-arm's length party to VVI and questioning the lease arrangement. Mitsubishi did not assert that it had a PMSI in the seized equipment.

**Aff. #1 Powers, para. 15 Ex. G**

50. On November 29, 2022 the Landlord, through its legal counsel, responded to Mitsubishi's letter of November 24, 2022 providing a copy of the Lease, explaining the position of tenant default, notices of default issues and outstanding amounts owing and further clarified that the Landlord is an arm's length party to VVI and has no vested interest in VVI. The Landlord's letter asked Mitsubishi again if it claimed a PMSI in the secured equipment.

**Aff. #1 Legaspi, para. 5, Ex. D**

51. On November 30, 2022 Mitsubishi's legal counsel, in response to the Landlord's letter of November 29, 2022, sought clarification on amounts owing and requested a signed copy of the lease. Mitsubishi again remained silent as to whether it had a PMSI in the seized equipment. The Landlord's counsel responded to the same day answering the questions.

**Aff. #1 Legaspi, para. 6, Ex. E**

52. On November 30, 2022 Mitsubishi, through its legal counsel, asked about the valuation of the seized equipment and details of marketing efforts taken to date. Again, Mitsubishi did not assert if it had a PMSI in the seized equipment.

**Affidavit of Philippe Frenette, sworn Dec. 2, 2022, Ex. R**

53. On Wednesday, November 30, 2022, the Landlord, through its legal counsel, wrote Mitsubishi's legal counsel advising that no formal appraisal had been obtained of the seized goods as the Bailiff was waiting to hear from those who received the Notice of Repossession as to whether any of those interested parties had a PMSI. Once again, reiterated to Mitsubishi that the most important question it needed to know was whether Mitsubishi believes it has a PMSI in the seized equipment and prove why.

**Aff. #1 Legaspi, para. 7, Ex. F**

54. There was no response to that last letter.
55. On Friday December 2, 2022 the Landlord learned for the first time that Mitsubishi obtained the Receivership Order.

## **VVI's Hollow Assurances that Refinancing is Imminent**

56. Around the time August rent was due and VVI requested to use the Deposit to pay for August's rent, VVI told 242 that VVI was working with Travelers Capital Corp. ("**Travelers**") to get refinancing and the funding would be imminent. In light of that 242 agreed to let VVI use the Deposit to pay August's Monthly Rent.

**Aff. #1 Redekopp, para. 46**

57. During this time, 242 was in continuous communication with Mitsubishi about the default position of the Tenant.

**Aff. #1 Redekopp, para. 47**

58. As part of the efforts to obtain refinancing, Travelers and Mitsubishi requested that 242, as landlord, waive its right to distrain.

**Aff. #1 Redekopp, para. 48**

59. Since around November 3, 2022 242 has been in repeated contact Mitsubishi through text messages and calls. At that time, he told me that if 242 waived its rights to distrain, then Mitsubishi would make between \$100,000 to \$250,000 of credit available to VVI to be held in trust, so if VVI defaulted again after Traveler's funds paid out the Arrears and Additional Arrears, 242 could access those funds.

**Aff. #1 Redekopp, para. 49**

60. 242 refused to waive rights and remedies available to it under the Rent Distress Act as the business viability of VVI continued to look tenuous.

**Aff. #1 Redekopp, para. 50**

61. After receiving notice of the Receivership Order on December 2, 2022, 242, via its legal counsel, contacted Travelers to ask whether funding would occur by December 9, 2022 and provided a statement of account of amounts due and owing by VVI to the Landlord.

**Aff. #1 Redekopp, para. 51, Ex. F**

62. On December 7, 2022 Travelers advised 242, via its legal counsel, that the amounts due and owing to 242 were higher than expected and that further discussions needed to take place before a decision would be made to refinance.

**Aff. #1 Redekopp, para. 52**

63. VVI did not pay the Monthly Rent for December.

**Aff. #1 Redekopp, para. 54**

64. As of December 5, 2022, VVI owes the Landlord \$242,774.57, with legal fees calculated up to November 30, 2022 only, plus a per diem amount of \$166.92 for daily storage costs and interest on unpaid rent arrears.

**Aff. #1 Redekopp, para. 51, Ex. F**

### **Prejudice Caused by the Receivership Order**

65. 242 depends on the Monthly Payments to meet its financial obligations to its lender, Pillar Capital Corp. pursuant to the Loan Agreement.

**Aff. #1 Redekopp, para. 55**

66. The financing 242 obtained from Pillar Capital Corp. to purchase the Premises is due and payable in 7 months on July 4, 2023.

**Aff. #1 Redekopp, para. 56**

67. The financing 242 obtained from Pillar Capital Corp. was meant to be temporary and replaced within 3 months by another loan with better commercial terms. The full amount is due on July 4, 2023, being 7 months. However, 242 has been unable to secure a term sheet because no lender has been willing to negotiate with me with an insolvent tenant in the Premises.

**Aff. #1 Redekopp, para. 57**

68. The Receivership Order as written currently prevents the Landlord from exercising its rights of distraint, terminating the lease, or receiving occupancy rent from the Receiver while the receivership is in effect.

### **Failure to Disclose Material Facts**

69. At the time Mitsubishi brought its *ex parte* application:

- (a) Mitsubishi failed to disclose that a landlord has priority over a security interest pursuant to section 3 of the *Rent Distress Act*. Rather Mitsubishi at paragraph 13 of the Petition asserts that Mitsubishi's security registration is first in time to all other registrations over the property subject to the Petition.

- (b) Mitsubishi alleged that 242 was a Related Party to VVI but failed to disclose that this allegation was wholly rejected by 242 in correspondence with Mitsubishi prior to the *ex parte* application, and
- (c) Mitsubishi failed to disclose that even if 242 were a Related Party to VVI, which is denied, how that would derogate in any way from 242 being in priority position to a general secured creditor pursuant to the *Rent Distress Act*.

### Part 3: LEGAL BASIS

70. An applicant bringing an *ex parte* application has an obligation to make full and frank disclosure of all material facts. The relevant principles for consideration on an *ex parte* application were summarized in *Pierce v. Jivraj*, 2013 BCSC 1850:

[37] On an *ex parte* application, the relevant principles include the following:

- 1) the applicant must make full and frank disclosure of all material facts;
- 2) a material fact is one that may affect the outcome of the application;
- 3) it is for the court to determine if the fact is material, not the applicant or his legal advisors;
- 4) the duty to disclose applies not only to known facts, but also to those facts that ought to have been known had proper inquiries been made;
- 5) the extent of the inquiries required depend on the circumstances of the particular case;
- 6) if material non-disclosure is established, the court may deprive the applicant of any advantage gained by reason of the breach of duty to disclose;
- 7) the failure to provide such full and frank disclosure will allow a court to set aside the order without regard to the merits of the application;
- 8) in deciding whether the Order should be set aside, the court must consider the importance of the non-disclosed fact to the issues which were to be decided by the judge at the *ex parte* hearing;
- 9) an innocent non-disclosure is an important consideration, but not decisive as to whether the breach is such that the Order is to be set aside; and

10) not every omission necessarily results in the order being set aside.

71. An Order obtained *ex parte* should be set aside where an applicant failed to make full and frank disclosure of material facts and potential defences. The test to be applied on an application to set aside an *ex parte* order was summarized in *Regal Ideas Inc. v. Haus Innovations Inc.*, 2018 BCSC 136, as follows:

[30] It is trite and fundamental that an applicant for an *ex parte* order must make full, fair and frank disclosure of all material facts and potential defences, and if the court subsequently concludes that the applicant failed to do so the court may set aside the order without regard to the merits of the application: *Evans v. Umbrella Capital LLC*, 2004 BCCA 149 at paras. 32–34; *Pierce v. Jivraj*, 2013 BCSC 1850 at paras. 36–38.

[31] However, not every omission necessarily results in an *ex parte* order being set aside. The full, frank and fair disclosure requirement is not a standard of perfection and it is impractical to expect every nuance of the situation to be brought to the attention of the court: *K.P.I.N. v. K.N.N.*, 2005 BCSC 1259 at para. 14. The materiality of any alleged non-disclosure must be assessed by considering the importance of the alleged non-disclosure to the issues decided at the *ex parte* hearing: *Pierce* at para. 37.

72. In *Evans v. Umbrella Capital LLC*, 2004 BCCA 149:

[34] It is not for the applicant in an *ex parte* proceeding to decide nice questions of law bearing on materiality and then to withhold information based on that decision. In *Girocredit Bank Aktiengesellschaft Der Sparkassen v. Bader*, [1998] B.C.J. No. 1516, Goldie J.A. in giving the decision of this Court quoted with approval from the compendium of principles enumerated by Ralph Gibson L.J. in *Brink's-MAT Ltd. v. Elcombe* [1988] 3 All E.R. 188 (C.A.) at 192:

... (ii) The material facts are those which it is material for the judge to know in dealing with the application as made; materiality is to be decided by the court and not by the assessment of the applicant or his legal advisers...

[Emphasis added]

#### **Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Ray Redekopp, made December 12, 2022
2. Affidavit #1 of Peter Powers, made December 12, 2022

3. Affidavit #1 of Janine Legaspi, made December 12, 2022
4. Receivership Order of Mr. Justice Basran made December 2, 2022;

The applicant estimates that the application will take 30 minutes.

- This matter is within the jurisdiction of a master.
- This matter is not within the jurisdiction of a master.

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: 12/Dec/2022



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Signature of lawyer for filing party  
Lisa M. Low

To be completed by the court only:

Order made

in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this Notice of Application

with the following variations and additional terms:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  Judge  Master

\_\_\_\_\_

**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