No. S-244252
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, and AMERICAN HOME ASSURANCE COMPANY

PETITIONERS

- AND –

SCREO I METROTOWN INC., and SCREO I METROTOWN L.P.

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: **Alvarez & Marsal Canada Inc., in its capacity as court appointed receiver of the real property and all of the assets, undertakings and property, both real and personal, located at, relating to or used in connection with the real property of SCREO I Metrotown Inc. and SCREO I Metrotown L.P.** (in that capacity, the "**Receiver**" or the "**Applicant**")

To: THE SERVICE LIST

TAKE NOTICE that an application will be made by the Applicant to the Honourable Justice Stephens at the courthouse at 800 Smithe Street, Vancouver, British Columbia on March 12, 2025, at 10:00 a.m. for the orders set out in Part 1 below.

The Applicant estimates that the application will take one day.

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

PART 1 ORDERS SOUGHT

1. Directions in the form of a determination of some or all of the following issues, to allow the Receiver to proceed with distribution of the Proceeds from the sale of the Real Property (as defined below):

(a) Does Timbercreek have a valid, enforceable and perfected security interest in the Proceeds, pursuant to the provisions of the PPSA?

(b) Would Timbercreek be a "secured creditor" within the meaning of the BIA, such that it's claim is entitled to priority pursuant to section 136(1) of the BIA?

(c) Which regime should govern distribution of the Sale Proceeds in this case: the provincial regime prescribed by the PPSA, or the federal regime prescribed by the BIA?

2. A charge on the assets of the Debtors to secure the Trustee's fees and disbursements (including fees and disbursements of counsel) in connection with its administration of a bankruptcy, if (and only if) the Court directs the Receiver to assign the Debtors into bankruptcy; and

3. Such further orders as counsel for the Applicant may advise and this Court may deem appropriate in the circumstances.

PART 2 FACTUAL BASIS

Background

4. These proceedings (the "**Receivership Proceedings**") commenced on July 8, 2024 when this Court granted an order (the "**Receiver Order**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, C. B-3, as amended, ("**BIA**") and the Law and Equity Act, R.S.C. 1996, C. 253, appointing the Receiver over the real property and all of the assets, undertakings and property, both real and personal, located at, relating to or used in connection with the real property of SCREO I Metrotown Inc. ("**SCREO Metrotown**") and SCREO I Metrotown L.P. ("**SCREO Metrotown LP**" and together with SCREO Metrotown, the **Debtors**"), including the real property with the following municipal address and legal description:

(a) Municipal address: 4330 Kingsway Avenue and 5945 Kathleen Avenue, Burnaby, British Columbia; and

(b) Legal Description: PID 031-357-881, Lot 1 District Lot 153 Group 1 New Westminster District Plan EPP107270

(the "**Real Property**").

5. The Debtors are special purpose vehicles affiliated with Slate Canadian Real Estate Opportunity Fund I L.P ("**Slate CREO Fund**"). The Debtors were formed to acquire and develop the Real Property, which consists of two vacant office towers. The Debtors have no other business activity apart from their ownership and development of the Real Property.

6. The Petitioners are the primary secured creditors of the Debtors, and held a first-ranking security interest in the personal property of the Debtors and a mortgage over the Real Property when the Receivership Proceedings commenced.

Sale of Property

7. On November 7, 2024, this Court granted an order (the "**Approval and Vesting Order**") which, among other things:

   (a) approved the sale of the Real Property to the City of Burnaby (the "**Transaction**");

   (b) empowered and authorized the Receiver to assign the Debtors into bankruptcy;

   (c) authorized the Receiver or its legal counsel, Dentons Canada LLP ("**Dentons**"), to repay all indebtedness owing to the Petitioners from the proceeds of the Transaction;

   (d) authorized the Receiver or Dentons to pay the real estate broker's commission upon the closing of the Transaction; and

   (e) approved the statement of receipts and disbursements and the activities of the Receiver as set out in the First Report of the Receiver dated October 30, 2024 (the "**First Report**").

8. The Transaction closed on November 22, 2024, and the Receiver's Certificate was filed with this Court on November 25, 2024.

9. The proceeds from the Transaction (the "**Proceeds**") were sufficient to repay the Debtors' outstanding indebtedness owing to the Petitioners and the Receiver's borrowings in full.

10. After repaying the Petitioners using the Proceeds, there is approximately $11,400,000.00 in Proceeds remaining that are being held in trust by the Receiver.

11. Although the Receiver was empowered and authorized to assign the Debtors into bankruptcy, for the reasons set out below, it has not yet taken that step.

Timbercreek Claim

12. As is noted in the First Report, prior to closing the Transaction, the Receiver was aware of a financing statement registered against the Debtors filed in favour of Computershare Trust Company of Canada, in its capacity as agent, nominee and bare trustee for Timbercreek. Such registration is registered in the British Columbia Personal Property Registry ("**BC PPR**") as of September 1, 2023 under base registration no. 765423P (the "**Timbercreek Registration**").

13. To the best of the Receiver's knowledge, the Timbercreek Registration relates to the following two loan agreements:

(a) A loan agreement (the "**Gill Loan**") between Timbercreek (as lender) and SCREO I Gill Inc. ("**Gill**") as debtor, with maximum facility amount of $30.2 million, to facilitate the acquisition of two towers (Joffre Place and Life Plaza) located in Calgary, Alberta; and

(b) A loan agreement (the "**SCREO 700 Loan**") between Timbercreek (as lender) SCREO I 700 2nd Inc. ("**SCREO 700**") and 58508 Alberta Ltd. ("**585**"), as debtors, with the aggregate maximum facility amount of $161.3 million, in relation to the equity take-out and repositioning of certain office towers (Stephen Avenue Place) located in Calgary, Alberta.

14. There were two separate extension agreements entered into on or about December 1, 2022 for each of the Gill Loan and the SCREO 700 Loan, respectively, (the "**Gill Extension**" and the "**SCREO 700 Extension**").

15. Pursuant to the Gill Extension, Slate CREO Fund, Gill, and SCREO 700 (the "**Gill Indebted Parties**") agreed to, among other things, make certain payments of its obligations under the Gill Loan including up to the greater of i.) $2,000,000 from the net sale proceeds of the Real Property or ii.) 10% of the net sales proceeds of the Real Property, up to a maximum of $6,500,000 (in aggregate when combined with the assignment of net sale proceeds of the Dixie Outlet Mall, a shopping mall located in Mississauga, ON (the "**Dixie Mall**") and other repayments made from and after December 1, 2022).

16. Pursuant to the SCREO 700 Extension, Slate CREO Fund, SCREO 700, and 585 (the "**SCREO 700 Indebted Parties**") agreed to, among other things, make certain payments of its obligations, including up to the greater of i.) $15,000,000 from the net sale proceeds of the Real Property or; ii.) 25% of the net sale proceeds of the sale of the Real Property, subject to a maximum of $30,000,000 (in aggregate when combined with the assignment of net sale proceeds of the Dixie Mall and other repayments made from and after December 1, 2022).

17. The Debtors are not parties to any of the Gill Loan, SCREO 700 Loan, the Gill Extension, or the SCREO 700 Extension (collectively, the "**Timbercreek Agreements**"), but the Receiver also understands that the parties to the Timbercreek Agreements are affiliated with the Debtors, by virtue of the Debtors' affiliation with Slate CREO Fund.

18. The Debtors also did not grant any guarantees in favour of Timbercreek pursuant to the Timbercreek Agreements or any related agreement.

19. The Debtors only executed the following assignment of proceeds agreements (the "**Assignment Agreements**"), in relation to the Timbercreek Agreements:

(a) Assignment of proceeds dated July 11, 2023, among the Debtors, as assignors, and Computershare Trust Company Of Canada as agent, nominee and bare trustee for and on behalf of Timbercreek, as assignee, pursuant to which the Debtors assigned the sales proceeds from the sale of the Real Property as security for the obligations of the Gill Indebted Parties pursuant to the Gill Loan and the Gill Extension (the "**Gill Assignment**"); and

(b) Assignment of proceeds dated July 11, 2023, among the Debtors, as assignors, and Computershare Trust Company Of Canada as agent, nominee and bare trustee for and on behalf of Timbercreek, as assignee, pursuant to which the Debtors assigned the sales proceeds from the sale of the Real Property as security for the obligations of the SCREO 700 Indebted Parties pursuant to the SCREO 700 Loan and the SCREO 700 Extension (the "**SCREO 700 Assignment**", and together with the Gill Assignment, the "**Assignments**").

20. In light of the amount of the Proceeds, and pursuant to the foregoing assignments, Timbercreek has a claim of up to $17,000,000, subject to the net proceeds (if any) realized from the sale of the Dixie Mall, and any other repayments made from and after December 1, 2022 (the "**Timbercreek Claim**").

Other Claims against the Debtors

21. In addition to the Timbercreek Claim, outlined above, and based on the Receiver's review of the Debtor's books and records, the Receiver believes that the Debtors have unsecured creditors in the amount of approximately $9,300,000.00.

22. The largest of these claims is by the Greater Vancouver Water District (the "**GVWD**"), who has a claim in the amount of $9,000,000 based on a Seismic Upgrade Variance Guarantee entered into as of March 12, 2019, among *inter alios*, the Debtors and GVWD.

23. However, the Receiver has not run a claims process for unsecured creditors as of yet, so the full scope of claims is currently unknown, and no claim has been adjudicated as of yet. The Receiver anticipates that process would happen in the context of a bankruptcy, if and when one is filed.

Request for Directions from the Court

24. While Timbercreek has asserted to the Receiver that the Timbercreek Claim is a secured claim in the Proceeds from the sale of the Real Property, there is some uncertainty as to the nature of the

Timbercreek Claim in the context of a bankruptcy. As such, the Receiver is seeking directions from this Honourable Court as to how to proceed with this matter.

PART 3 LEGAL BASIS

25. The Receiver relies on:

(a) Supreme Court Civil Rules, B.C. Reg. 168/2009 (the "**Rules**"), in particular Rules 8–1 and 13–1;

(b) BIA;

(c) The *Personal Property Security Act*, RSBC 1996 CH. 359, as amended ("**PPSA**");

(d) the inherent and equitable jurisdiction of this Court; and

(e) such further and other legal bases and authorities as counsel may advise and this Court may permit.

The Receivership Order

26. Pursuant to Paragraph 35 of the Receivership Order, "the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder".

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

BIA, Section 243(1)(c).

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

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

BIA, Section 249.

29. The Receiver exercises its powers in these respects pursuant to the Receiver Order and the BIA in order to seek this Court's directions on how to address the Timbercreek Claim in the context of the Receivership Proceedings and a potential bankruptcy of the Debtors.

30. For reasons set out below, it appears Timbercreek has a valid, enforceable and perfected security interest in the Proceeds. Pursuant to the PPSA, Timbercreek's claim in the Proceeds would have priority over the claims of unsecured creditors.

31. In light of this, it is also apparent that the Debtors' are insolvent, and the Receiver has been authorized to assign the Debtors' into bankruptcy so the distribution regime prescribed by the BIA may be followed. However, because Timbercreek is not a "creditor" of the Debtors, Timbercreek is not a "secured creditor" and is therefore excluded from distribution under that regime. The result would be a distribution to the Debtors' unsecured creditors.

32. As a result, the Receiver seeks a determination on the foregoing issues, and directions on which distribution regime ought to be implemented in this case.

Does Timbercreek have a Security Interest in the Proceeds under the PPSA?

33. The PPSA defines a "security interest" as follows:

> (a) an interest in goods, chattel paper, investment property, a document of title, an instrument, money or an intangible **that secures payment or performance of an obligation**, but does not include the interest of a seller who has shipped goods to a buyer under a negotiable bill of lading or its equivalent to the order of the seller or to the order of an agent of the seller, unless the parties have otherwise evidenced an intention to create or provide for a security interest in the goods, and; ....

PPSA Section 1(1). (emphasis added).

34. This definition suggests there only needs to be an obligation owing in relation to a secured claim, but does not specify the debtor from whom that obligation needs to be owing. Thus, the fact that the Debtors do not have a debt obligation owing directly to Timbercreek does not necessarily prevent Timbercreek from having a valid security interest in the Debtors' property under the PPSA.

35. A security interest is enforceable if, *inter alia*, the debtor has signed a security agreement that contains a description of the collateral by item or kind. The executed Assignments appear to satisfy this requirement.

PPSA Section 10

36. A security interest attaches when , *inter alia*, value is given, the debtor has rights in the collateral, and the security interest becomes enforceable in accordance with section 10 of the PPSA.

PPSA Section 12

37. Although the Debtors were not party to the loan extension agreements, it has been held (in the context of a guarantee) that consideration for a promise can consist of a benefit conferred on a third party. It is "sufficient if [consideration] passes from a creditor to principal debtor, and may

consist wholly of a benefit or advantage conferred by the creditor on the principal debtor as a result of the guarantor's involvement". As a result, the loan extensions appear to satisfy the requirement that "value be given" in connection with the Assignments.

***Equitable Trust v. Rose Corporation*, 2011 ONSC 4239 at Para. 58. Aff'd 2012 ONCA 44.**
***Reimer v The South Asian Post Media Inc.*, 2018 BCSC 2205, at Para 54.**

38. Notwithstanding section 4 of the Approval and Vesting Order (which deems the Proceeds to stand in place of the Purchased Assets), courts have found a security interest in proceeds will still attach upon the completion of a transaction under a vesting order. As a result, upon completion of the transaction, it appears the Debtors had "rights in the collateral" for the purposes of establishing attachment.

***Business Development Bank of Canada v. 170 Willowdale Investments Corp.*, 2024 ONSC 4600, para 47-49**

39. As a result, it appears Timbercreek's security interest in the proceeds "attached" upon completion of the transaction.

40. Lastly, a security interest is perfected when it has attached, and all steps for perfection under the PPSA have been completed. The Timbercreek Registration is registered in the BC PPR against the Debtors, and satisfies the requirement that "all steps for perfection" have been completed.

PPSA Sections 19, 25

41. As a result of the foregoing, the Receiver is of the view that Timbercreek has a valid, enforceable and perfected security interest in the Proceeds, at present or in the context of the PPSA.

Is Timbercreek a "Secured Creditor" as defined by the BIA

42. Notwithstanding the foregoing, Timbercreek may not qualify as a "secured creditor" pursuant to the BIA.

43. The definition of the "secured creditor" under the BIA is as follows:

> secured creditor means a person holding a mortgage, hypothec, pledge, charge or lien on or against the property of the debtor or any part of that property **as security for a debt due or accruing due to the person from the debtor**, or a person whose claim is based on, or secured by, a negotiable instrument held as collateral security and on which the debtor is only indirectly or secondarily liable ...
>
> **BIA, Section 2. (emphasis added)**

44. Under the definition of "secured creditor" in the BIA, a creditor must have a security interest in the property of the debtor for a debt due or accruing to the creditor from that debtor. In the case of the Timbercreek Claim, the debt obligation owing to Timbercreek is not owed by the Debtors, who formerly owned the Real Property. Rather, the relevant debt obligations are owed by the Gill Indebted Parties and the SCREO 700 Indebted Parties, respectively, to Timbercreek. As such, on its face, Timbercreek is not a "secured creditor" of the Debtors under the BIA.

45. The distribution scheme prescribed by the BIA is, generally speaking, as follows:

(a) claims of secured creditors;

(b) claims of preferred creditors (as identified in paragraph 136(1) of the BIA); and

(c) claims of all other unsecured creditors (as prescribed by section 141 of the BIA).

BIA, Sections 136(1) and 141

46. As a result, despite potentially having a valid security interest under the PPSA, Timbercreek may not be entitled to participate in a distribution in a bankruptcy.

47. The Supreme Court of Canada holds in *Husky Oil Operations Ltd. v. Canada (Minister of National Revenue - M.N.R.),* [1995] 3 S.C.R. 453 (***Huskey***) that while provincial legislation may affect priorities in a non-bankruptcy situation, once bankruptcy has occurred, the BIA determines the status and priority of claims.

***Huskey,* at Para 32 .**

48. The Receiver is not aware of any case law specifically interpreting a claim similar to the Timbercreek Claim in the context of a receivership or other proceeding under the BIA.

49. However, courts have interpreted the definition of "secured creditor" under the BIA in a narrow sense to disallow claims in the context of BIA proceedings.

50. For example, in *Landlord Enterprises Ltd. (Trustee of) v. Bank of Montreal*, [1984] M.J. No. 35 (***Landlord Enterprises***), the Court interprets the Section 2 definition of "Secured Creditor" under the BIA in the context of a claim which is summarized as follows:

> Mr. Guay was corporate triplets. He was Landlord Enterprises Ltd. - now the bankrupt - which dealt in real property; he was also Dlaner Holdings Ltd.; and through Dlaner he was also one-third - two shares - of Mississauga Investments Ltd., which owned a number of properties. When the Bank of Montreal would lend no more money to Landlord against debenture security alone, Mr. Guay caused his other company, Dlaner, to hypothecate to the bank its two shares of Mississauga "in consideration of advances

presently made and/or which may at any time hereafter be made to Landlord Enterprises Ltd. . .by the Bank of Montreal". These two Mississauga shares are the subject of this dispute between the trustee in Landlord's bankruptcy and the bank.

***Landlord Enterprises,* at Para 1.**

51. Commenting on the application of the Section 2 definition of "secured creditor", the Court notes that "[u]nder the definition, the only security contemplated by the statute is that which is on or against the property of the debtor".

***Landlord Enterprises,* at Para 4.**

52. Applying this to the claim at issue in *Landlord Enterprises,* the Court states the following:

> The facts here do not fit this definition. The security was not on or against the property of the debtor. The asset pledged belonged to Mr. Guay's second company, Dlaner, and consisted of shares in the third company, Mississauga. By this means the bank secured itself without becoming thereby a secured creditor within the Bankruptcy Act. The assurance which the creditor got did not expose to liability any asset of the bankrupt and can excess on realization by the creditor would accrue not to the debtor or the other creditors but to the assuror (who, in turn, might himself be entitled to join the ranks of the creditors.)

***Landlord Enterprises,* at Para 5.**

53. While the claim at issue in *Landlord Enterprises* is not the same as the Timbercreek Claim, the Court dismisses the claim on the basis of it failing to satisfy a component of the definition of "secured creditor" under the BIA.

54. The Court in *New Brunswick v. Peat Marwick Thorne Inc.* 1995 CarswellNB 114 (***Peat Marwick***) also interprets the definition of "secured creditor" in the BIA for the purpose of assessing a claim made by the Province of New Brunswick in that case, and notes the following:

> It is our opinion that s. 86 of the *Bankruptcy and Insolvency Act* defeats the Province's claim that the taxes imposed by s. 5(2) of the *Real Property Tax Act* are secured. We return to the definition of secured creditor contained in s. 2 of the *Bankruptcy and Insolvency Act* , which requires the person holding the lien to be the creditor of the bankrupt. Even if we characterized the tax imposed by s. 5(2) of the *Real Property Tax Act* as a municipal tax to perhaps avoid the consequences of s. 86 of the Bankruptcy and Insolvency Act , it is not the municipality, in this case the City of Fredericton, that holds a lien against the real property of Hanwell as security for a debt of Hanwell due to the City. The lien constituted by s. 11 of the *Real Property Tax Act* is in favour of the Province. In addition, the debt of Hanwell is owed to the Province and not to the City. Thus, the City

does not fall within the definition of secured creditor that is contained in s. 2 of the *Bankruptcy and Insolvency Act.*

***Peat Marwick*, at Para 7 (emphasis added)**

Request for Directions

55. The Receiver has a duty at common law to act with a view to facilitating the best preservation and realization of the Debtors' assets from the benefits of *all* creditors.

***Peace River Hydro Partners v Petrowest Corp*, 2022 SCC 41, at Paras 56-58.**

56. In light of that duty, if the foregoing analysis is correct, it leaves the Receiver with an impossible decision:

(a) distribute funds to Timbercreek now, based on its valid security interest, to the prejudice of unsecured creditors who would receive a significant distribution in a bankruptcy; or

(b) assign the debtors into bankruptcy now, based on the authority granted to the Receiver pursuant to the Receivership Order, to the prejudice of Timbercreek who may not be entitled to participate in a distribution under the scheme prescribed by the BIA.

57. In the Receiver's view, this application is best resolved by answering the following questions:

(a) First, does Timbercreek have a valid and enforceable security interest in the Proceeds, pursuant to the provisions of the PPSA? If not, the question of whether or not to assign the Debtors into bankruptcy becomes academic, and the Trustee should proceed with the assignment.

(b) Second, if yes, is Timbercreek a "secured creditor" within the meaning of the BIA, such that it's claim is entitled to priority pursuant to section 136(1) of the BIA? If so, the question of whether or not to assign the Debtors into bankruptcy again becomes academic, and the Trustee should instead simply proceed with distribution to Timbercreek.

(c) Lastly, if the answer to the first two questions is "yes", which distribution regime should govern in these circumstances: the provincial regime prescribed by the PPSA (i.e. distribution to Timbercreek) or the federal regime prescribed by the BIA (i.e. assignment into bankruptcy and distribution to unsecured creditors).

Priority Over Trustee's Fees in Bankruptcy Proceedings

58. To the extent the Receiver is directed to assign the Debtors into bankruptcy, it seeks a charge to secure its fees and disbursements (as trustee in bankruptcy) in priority to any secured claims.

59. The Receiver submits that this Court has inherent jurisdiction to make such an order.

***Golfside Ventures Ltd (Re),* 2023 ABKB 86 (*Golfside*) at Para 46.**

60. In *Golfside*, the Court finds that "the BIA does not exhaustively deal with the matter of priorities between secured creditors and trustees", noting the following:

> We know this because other cases, for example, *Residential Warranty*, have found exceptions to the usual rule. Further, while it is true that generally trustees receive appointments and accrue fees and expenses at their peril, the BIA does not address the type of situation that arose here, namely a trustee who made inquiries about the state of the bankrupt's finances before their appointment and then, after appointment, was alerted to an additional secured claim. This is a gap in the legislation; in other words, the BIA has not exhaustively dealt with the matter of priorities between secured creditors and trustees. The interaction between the BIA and the *Builders' Lien Act* creates a silent security interest – a lien – which may unfairly disadvantage the most prudent trustee, as this case demonstrates. This situation was not foreseen by the BIA, and thus, it is appropriate for this Court to exercise its inherent jurisdiction.

***Golfside* at Para 47.**

61. As such, the Court may grant the priority charge requested by the Receiver, should it be directed to exercise its jurisdiction to assign the Debtors into bankruptcy.

PART 4 MATERIAL TO BE RELIED ON

(a) Receivership Order, entered July 8, 2024;

(b) Approval and Vesting Order, entered November 7, 2024;

(c) First Report of the Receiver, filed October 30, 2024;

(d) Second Report of the Receiver, to be filed;

(e) Affidavit #2 of Chelsea Denton, to be filed; and

(f) Such further and other material as counsel for the Applicants may advise.

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: 03/March/2025

Signature of lawyer for Applicant

Jordan Schultz

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 ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above