



No. S196066
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

PLAINTIFF

AND:

VINCO HOLDINGS LTD.
WATERWAY HOUSEBOATS LTD.

DEFENDANTS

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VINCO HOLDINGS LTD. AND WATERWAY HOUSEBOATS LTD.

NOTICE OF APPLICATION

Name of applicant: Alvarez & Marsal Canada Inc., Receiver of Vinco Holdings Ltd. ("VHL") and Waterway Houseboats Ltd. ("WHL") (collectively, "Vinco" or the "Company") (the "Receiver")

To: the Plaintiff and all Defendants, and their counsel

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 via MS Teams on April 20, 2022, at 9:45 a.m. for the orders set out in Part 1 below.

Part 1: ORDER(S) SOUGHT

Service

1. An Order, in the form of the draft order attached as **Schedule "A"** to this Notice of Application:
 - (a) that service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given;

- (b) approving the October Settlement Agreement (as defined below);
- (c) approving pay out to CIBC the net proceeds from the estate as final payment of the indebtedness owing to CIBC by the Company (the “**Final Distribution**”), less amounts to be reserved by the Receiver to fund the costs associated with the Receiver’s discharge including final Receiver’s fees and legal fees;
- (d) approving the fees and disbursements of the Receiver and the Receiver’s counsels;
- (e) discharging the Receiver’s Charge relating to the within Receivership proceedings;
- (f) terminating these receivership proceedings; and
- (g) discharging the Receiver.

Part 2: FACTUAL BASIS

Background

1. Pursuant to an Order of the Supreme Court of British Columbia, Alvarez & Marsal Canada Inc. was appointed Receiver of the assets, undertakings, and property of Vinco Holdings Ltd. and Waterway Houseboats Ltd. on June 11, 2019 (the “**Receivership Order**”).
2. On December 5, 2019, the Receiver filed an application for an order approving the sale of the movable property of the Company including the houseboats, pleasure and service crafts, equipment, vehicles and portable buildings (collectively, the “**Chattels**”) to Able Solutions Inc., which was to be heard on December 16, 2019 (the “**December 16 Hearing**”). Subsequently, on December 16, 2019, Checkpoint Developments Ltd. (“**Checkpoint**”) submitted an offer totaling \$2.6 million for the 16-acre waterfront property (the “**Mervyn Road Property**”) and Chattels (the “**Checkpoint Offer**”), and the December 16 Hearing was adjourned to December 20, 2019.
3. On December 20, 2019, this Honourable Court granted an order approving the sale of the Chattels and the Mervyn Road Property to Checkpoint (the “**Checkpoint SAVO**”) for a purchase price totaling \$2.6 million (the “**Checkpoint Transaction**”). On March 11, 2020, the Checkpoint Transaction closed effectively transferring the right, title and interest of the Mervyn Road Property and Chattels to Checkpoint.
4. On August 18, 2020, upon the application of the Receiver, this Honourable Court granted an order (the “**Interim Distribution Order**”) approving the Receiver’s activities since the first report of the Receiver dated December 4, 2019 (the “**First Report**”), the Receiver’s fees and disbursements and those of its legal counsel, and an interim distribution of \$1.5 million to CIBC (the “**Interim Distribution**”).

5. On February 5, 2021, this Honourable Court pronounced an order (the “**Sale Approval and Vesting Order**”) approving (i) the activities of the Receiver and interim statement of receipts and disbursements as reported in the fourth report of the Receiver dated January 26, 2021 (the “**Fourth Report**”); (ii) the sale of the two remaining properties located at 1272 Titus Road, Sicamous, B.C. and 1265 Monashee Frontage Road, Sicamous, B.C. (together, the “**Residual Properties**”) to 2318957 Alberta Ltd. (“**231 Ltd.**” or the “**Purchaser**”) for a combined purchase price of \$441,000 (or \$240,000 and \$201,000, respectively); and (iii) a second interim distribution (the “**Second Interim Distribution**”) to CIBC of the net proceeds from the sale of the Residual Properties as further partial payment of the indebtedness owing to CIBC by the Company.

Summary of the Receiver’s Activities

6. Since the Fourth Report, the activities of the Receiver have included the following:
 - (a) conducting ongoing discussions, meetings and communications with CIBC, other key stakeholders and creditors;
 - (b) conducting numerous settlement discussions in respect of the litigation proceedings with the District of Sicamous (the “**District**”) and Bryan and Constance McLaughlin (the “**McLaughlins**” and together with the District, the “**Defendants**”), in consultation with Rush and DLA;
 - (c) reviewing invoices, making necessary payments and maintaining a ledger of cash receipts and disbursements;
 - (d) completing a second interim distribution in the amount of \$375,664.01 to CIBC representing the net proceeds from the sale of the Residual Properties to 231 Ltd. pursuant to the Sale Approval and Vesting Order; and
 - (e) communicating with the Canada Revenue Agency and other regulatory bodies, and fulfilling various statutory requirements.

Litigation Proceedings

7. As described in the First Report, the Third Report and the Fourth Report, the Receiver, in consultation with CIBC and the Receiver’s legal counsel, retained the Company’s former litigation counsel, Rush, to appeal the Judgment (as defined in the First Report) (the “**Appeal**”) which had awarded \$2.3 million to Vinco and the Boat Owners for damages resulting from a flood in 2012.
8. On December 30, 2020, the Court of Appeal pronounced its decisions to the Appeal (the “**Court of Appeal Judgment**”) which included the following:
 - (a) Her Majesty the Queen in Right of the Province of British Columbia was found not liable under s.21(1) of the *Water Act* (the “**Water Act**”) and not liable in negligence;

- (b) the Defendants were found liable under the Water Act and the McLaughlins, additionally, were found liable in negligence;
 - (c) dismissal of the Company's appeal for diminution of property value; and
 - (d) the amounts for which the Defendants are liable remained unsettled and dependent on the outcome of contributory negligence being remitted back to the trial judge for re-trial.
9. On January 29, 2021, subsequent to the Court of Appeal Judgment and in an effort to minimize further protracted litigation and costs to the estate, the Receiver in consultation with CIBC, Rush and DLA proposed a settlement offer to the Defendants, which was not accepted by the Defendants but initiated constructive dialogue between all affected parties.
10. On October 21, 2021, following months of settlement discussions the Defendants proposed a settlement offer (the **"October Settlement Offer"**) totaling approximately \$3.3 million (or approximately \$2.6 million net of amounts previously remitted to Rush, in trust) with the following key terms:
- (a) the Defendants and Vinco (together, the **"Parties"**) all agree that no appeal will be taken from the Court of Appeal Judgment;
 - (b) the Parties agree to reducing the contributory negligence discount allocated to Vinco to 18.25%;
 - (c) Vinco will be entitled to \$750,000 in costs and disbursements for the trial (the **"Costs Award"**);
 - (d) Vinco will be entitled to post-judgment accrued interest on the Judgment; and
 - (e) the Defendants will be severally liable for the Judgment, the Costs Award and post-judgment interest payable to Vinco.

Final Distribution to CIBC

11. Accordingly, pursuant to the Interim Distribution Order granted on August 18, 2020, and Sale Approval and Vesting Order granted on February 5, 2021, the Receiver made two interim distributions to CIBC in the amount of \$1.5 million and \$375,664, respectively, as partial payment of the indebtedness owing to CIBC by the Company.
12. As at the Receivership Date, CIBC was owed a secured claim amount totaling approximately \$8 million. Following payment of the two interim distributions to CIBC totaling approximately \$1.9 million, CIBC continues to be owed in excess of \$6 million plus accrued interest and it is expected that the indebtedness owing to CIBC will not be satisfied in full in these Receivership Proceedings.

13. Should this Honourable Court approve the October Settlement Offer, the Receiver proposes a pay out to CIBC of the net proceeds from the estate as final payment of the indebtedness owing to CIBC by the Company (the “**Final Distribution**”), less amounts to be reserved by the Receiver to fund the costs associated with the Receiver’s discharge including final Receiver’s fees and legal fees.

Fees and Disbursements of the Receiver

14. The Receiver’s Statements of Fees, Disbursements and Taxes from May 1, 2020 to February 28, 2022 are included as **Appendix A** of the Fifth Report. The Receiver’s Billings include \$70,245 in fees, \$198.67 in disbursements, \$3,522.23 in taxes, for total billings of \$73,965.90.
15. The Receiver estimates that there will be a maximum of \$20,000 in additional Receiver’s fees, disbursements and taxes required to complete the administration of the estate.

Fees and Disbursements of the Receiver’s Counsels

16. The invoices for fees, disbursements, and taxes of Gowling WLG (Canada) LLP (“**Gowling**”) for the period of April 27, 2020 to August 16, 2020, and DLA Piper (Canada) LLP (“**DLA**”, and together with Gowling, the “**Receiver’s Counsel**”) for the period of August 17, 2020 to February 28, 2022 are summarized in the Fifth Report and are further particularized in the Affidavit #1 of Colin Brousson.
17. The invoice for fees, disbursements, and taxes of Rush Ilhas Hardwick LLP (“**Rush**”) for the period of May 1, 2020 to January 31, 2022 are summarized in the Fifth Report.
18. Gowling’s billings include in \$5,612 in fees and \$673.44 in taxes, for total billings of \$6,285.44.
19. DLA’s billings include \$49,376.04 in fees, \$525.75 in disbursements, and \$5,927.98 in taxes, for total billings of \$55,829.77.
20. Rush’s billings include \$95,882.10 in fees, \$971.70 in disbursements, and \$11,543.38 in taxes, for total billings of \$108,397.18
21. The Receiver’s Counsel estimates that there will be a maximum of \$20,000 in additional legal fees, disbursements, and taxes required to complete the administration of the estate.

Part 3: LEGAL BASIS

1. The Receivership Order made in these Proceedings.
2. The Receiver relies generally on the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and particularly Part XI and sections 243, 246, 247, and 249.

3. The Receiver has acted with good faith throughout these proceedings and has complied with the statutory requirements of Receivers as set out in the BIA, and the orders issued by this Court from time to time.
4. The Receiver is of the view that the key terms of the October Settlement Offer are reasonable in the circumstances and results in the best outcome to the estate by minimizing the potential for significant professional fees and disbursements that would be incurred from continuing litigation proceedings. Furthermore, the October Settlement Offer is supported by CIBC and if approved by this Honourable Court, would permit the Receiver to conclude the administration of the estate.
5. Given the current and anticipated cash needs of the Company and these proceedings, the Receiver is of the view that the Final Distribution is appropriate in the circumstances and will not impair the ability for the Receiver to continue this proceeding to its conclusion.
6. The Receiver's fees as set out in the Second Report are consistent with fees charged by similar firms in British Columbia that have the capacity and expertise to undertake a file of comparable size and complexity and work undertaken was delegated to the appropriate professionals in the Receiver's organisation based on seniority and hourly rates.
7. The Receiver has reviewed all accounts rendered by the Receiver's Counsel in this period and confirms that all services described in the accounts of the Receiver's Counsel were rendered to the Receiver, and that the Receiver believes that all charges are fair reasonable and consistent with the market for such legal services in British Columbia.
8. Further, the Receiver is of the view that the professional fees incurred: (i) are fair and reasonable; (ii) were necessary for the effective administration of the estate over a 2.5 year period and included securing and marketing three real properties and a considerable number of movable assets during which time Sicamous, B.C. was experiencing a slow real estate market which was further negatively impacted by the Covid-19 pandemic; and (iii) were essential to the Court of Appeal Judgment and subsequent settlement discussions and receipt of the October Settlement Offer from the Defendants, which is acceptable to CIBC and remains subject to approval by this Honourable Court.
9. The within receivership proceedings commenced on June 11, 2019, and have resulted, *inter alia*, in a number of successful sale transactions that have allowed for the preservation of enterprise value, continued employment in British Columbia, and have provided for the best available recovery to stakeholders in the circumstances.
10. Upon payment to CIBC the Receiver will be in a position to close these receivership proceedings without requiring any further relief from this Honourable Court.
11. Accordingly, the Receiver is of the view that, upon distribution, it is appropriate for this Honourable Court to issue an order terminating the receivership proceedings upon the issuance of a Receiver's Termination Certificate on notice to the Service List and filed with the Court registry.

12. The Receiver proposes that this Honourable Court grant an order on notice to the Service List, that:
 - (a) approves the October Settlement Offer;
 - (b) authorizes the Receiver to make the Final Distribution to CIBC;
 - (c) approves the fees and disbursements of the Receiver and the Receiver's counsel; and
 - (d) upon the filing and service of the Receiver's Termination Certificate:
 - (i) discharges the Receiver's Charge and the Receiver's Borrowing Charge;
 - (ii) discharges the Receiver; and
 - (iii) terminates the within proceedings.

Part 4: MATERIAL TO BE RELIED ON

1. Receiver's Fifth Report to Court, dated April 6, 2022;
2. Affidavit #1 of Colin Brousson to be sworn;
3. Affidavit #1 of Anthony Tillman made on April 7, 2022; and
4. Any such further materials as this Honourable Court will permit.

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 after 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).

April 8, 2022
Dated

Jeffrey Bradshaw

Signature of ☒ lawyer for filing party
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)
Lawyer for Receiver

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

SCHEDULE "A"

No. S196066
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

PLAINTIFF

AND:

VINCO HOLDINGS LTD.
WATERWAY HOUSEBOATS LTD.

DEFENDANTS

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VINCO HOLDINGS LTD. AND WATERWAY HOUSEBOATS LTD.

ORDER MADE AFTER APPLICATION

| | | | |
|----------|------------------------|---|----------------|
|) |) | |) |
|) |) | |) |
| BEFORE) | THE HONOURABLE JUSTICE |) | April 20, 2022 |
|) | |) | |
|) | |) | |

ON THE APPLICATION of Alvarez & Marsal Canada Inc., Court-appointed Receiver of Vinco Holdings Ltd. and Waterway Houseboats Ltd. (the "**Receiver**"), coming on for hearing at Vancouver, British Columbia on April 20, 2022, by MS Teams; and on hearing Jeffrey D. Bradshaw, counsel for the Receiver, and other counsel as listed on **Schedule "A"** hereto; and no one appearing on behalf of the other parties, although duly served; AND ON READING the Receiver's Fifth Report dated April 20, 2022, filed herein;

THIS COURT ORDERS that:

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

DISTRIBUTION

2. The Receiver is authorized to pay out to CIBC the net proceeds from the estate as final payment of the indebtedness owing to CIBC by the Company (the "**Final Distribution**"), less amounts to be reserved by the Receiver to fund the costs associated with the Receiver's discharge including final Receiver's fees and legal fees is hereby approved.

FEE APPROVAL

3. The fees and disbursements of the Receiver from May 1, 2019 to January 31, 2022, as set out in the Fifth Report, are hereby approved.
4. The fees, disbursements and taxes of Gowling WLG (Canada) LLP ("**Gowling**") for the period of April 27, 2020 to August 16, 2020 and DLA Piper (Canada) LLP ("**DLA**", collectively with Gowling, the "**Receiver's Counsel**"), from August 17, 2021, to February 28, 2022, and as set out in the Fifth Report, are hereby approved.
5. The fees, disbursements and taxes of Rush Ilhas Hardwick LLP ("**Rush**") for the period of May 1, 2020 to January 31, 2022 as set out in the Fifth Report, are hereby approved.
6. The fees and disbursements of the Receiver and the DLA, estimated not to exceed \$20,000 in aggregate, for the completion of remaining activities in connection with these Receivership proceedings, are hereby approved. If the additional fees and disbursements of the Receiver and DLA exceed this amount, the Receiver shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Receiver and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

DISCHARGE OF RECEIVER'S CHARGE

7. Upon the service by the Receiver of an executed certificate in substantially the form attached hereto as **Schedule "B"** (the "**Receiver's Termination Certificate**") on the Service List, by email, the Receiver's Charge and the Receiver's Borrowings Charge (both as defined in the Receivership Order) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.
8. The Receiver is hereby directed to file a copy of the Receiver's Termination Certificate with the Court as soon as practicable following service thereof on the Service List.
9. The Receiver is hereby directed to post a copy of the filed Receiver's Termination Certificate on the Receiver's website.

TERMINATION OF PROCEEDINGS

10. Upon the service by the Receiver of the Receiver's Termination Certificate on the Service List, by email, certifying that, to the knowledge of the Receiver, all matters to be attended to in these proceedings have been completed, these proceedings shall be terminated without any further act or formality (the "**Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these proceedings or any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.

DISCHARGE OF RECEIVER

11. Effective at the Termination Time, Alvarez & Marsal Canada Inc., shall be and is hereby discharged from its duties as the Receiver and shall have no further duties, obligations, liabilities, or responsibilities as Receiver from and after the Termination Time, provided that, notwithstanding its discharge as Receiver, Alvarez & Marsal Canada Inc. shall have the authority to carry out, complete or address any matters in its role as Receiver as are ancillary or incidental to these proceedings following the Termination Time as may be required.
12. Notwithstanding any provision of this Order, the Receiver's discharge or the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver shall continue to have the benefit of any of the rights, approvals and protections in favour of the Receiver at law or pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the Receivership Order, any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following the Termination Time, including in connection with any actions taken by the Receiver following the Termination Time with respect to Vinco Holdings Ltd. and Waterway Houseboats Ltd. or these proceedings.
13. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Receiver.

BANKRUPTCY

14. The Receiver is authorized to make an assignment in bankruptcy for the Company pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended on or after the Termination Time.
15. The Receiver is authorized to execute and file any assignment in bankruptcy and related documents on behalf of the Company.
16. Alvarez & Marsal Canada Inc. is authorized to act as trustee in bankruptcy of the Company.

GENERAL

17. Any party affected by this order may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
18. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Petitioner, Purchaser or the Receiver and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner, Purchaser or to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioner, Purchaser, or the Receiver and their respective agents in carrying out the terms of this Order.
19. endorsement of this Order by counsel or any unrepresented party appearing on this application, other than counsel to the Receiver, is hereby dispensed with.

Signature of ☒ lawyer for the Receiver
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)

BY THE COURT

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

| NAME OF LAWYER | REPRESENTING |
|-----------------------|---------------------|
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| | |
| | |
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| | |

SCHEDULE "B"

RECEIVER'S TERMINATION CERTIFICATE

No. S196066
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

PLAINTIFF

AND:

VINCO HOLDINGS LTD.
WATERWAY HOUSEBOATS LTD.

DEFENDANTS

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VINCO HOLDINGS LTD. AND WATERWAY HOUSEBOATS LTD.

RECEIVER'S TERMINATION CERTIFICATE

- A. By Order pronounced on June 11, 2019, (the "**Receivership Order**") by Justice Brundrett of the Supreme Court of British Columbia, Alvarez and Marsal Canada Inc. was appointed as the Receiver of the assets, undertakings and property of Vinco Holdings Ltd and Waterway Houseboats Ltd. (and in such capacity, the "**Receiver**") .
- B. Pursuant to an order of the Court dated March ____, 2022 (the "**Termination Order**"), the Court authorized these within proceedings be terminated by delivery of a Receiver's Termination Certificate and upon delivery, the Receiver's Charge and Receiver's Borrowing Charge, granted in the Receivership Order, will be terminated, released and discharged, and shall be of no further force or effect.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

THE RECEIVER HEREBY CERTIFIES the following:

- 1. The Receiver's Charge and the Receiver's Borrowing Charge hereby terminated, released and discharged, and shall be of no further force or effect.

2. The within proceedings are terminated.

This Certificate was delivered by the Receiver at [TIME] on _____ 2022.

Alvarez and Marsal Canada Inc., in its
capacity as the Receiver of Vinco Holdings
Ltd. and Waterway Houseboats Ltd. and not
in its personal capacity:

Per:

Name

No. S196066
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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AND:

VINCO HOLDINGS LTD.
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DEFENDANTS

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IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
VINCO HOLDINGS LTD. AND WATERWAY
HOUSEBOATS LTD.

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No. 076334-00009

JDB/day

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ oral 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

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NOTICE OF APPLICATION

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