



No. S-226670
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED**

AND

**IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, C. 57, AS AMENDED AND THE *BUSINESS
CORPORATIONS ACT*, S.N.B. 1981, C. B-9.1, AS AMENDED
AND**

**IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF TREVALI MINING
CORPORATION AND TREVALI MINING (NEW BRUNSWICK) LTD.**

PETITIONERS

NOTICE OF APPLICATION

Name of applicant: Trevali Mining Corporation ("Trevali")

To: THE SERVICE LIST

TAKE NOTICE that an application will be made by Trevali to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, British Columbia on July 28, 2023 at 10:00 am for the orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. Trevali seeks a declaration that any payments made, or that may potentially be made, to or on behalf of Glencore International AG, Glencore AG, or Glencore Canada Corporation ("**Glencore Canada**", and collectively with Glencore International AG and Glencore AG, "**Glencore**") or any other party as may be directed by Glencore, pursuant to section 5 of the Settlement Agreement (the "**Settlement Agreement**") dated effective October 12, 2022, among Glencore, the "**Lenders**" (as defined in the Settlement Agreement), and the Trevali Group (as defined in the Settlement Agreement): (a) are not new or additional post-filing liabilities of Trevali, Trevali Mining (New Brunswick) Ltd. or any entity in the Trevali Group; and (b) have been, and shall only be, paid as a reduction of the amounts outstanding under the Glencore Facility (as defined in the Settlement Agreement) and shall not exceed the amounts owing under the Glencore Facility (as set out in the Distribution Order of this Court dated April 24, 2023).

2. Trevali also seeks:

- (a) costs of this application; and
- (b) such further and other relief as counsel may advise.

Part 2: FACTUAL BASIS

Introduction

3. In October 2022, and two months prior to Trevali entering into a transaction to sell the Rosh Pinah mine, this Court approved the Settlement Agreement which, among other things, provided for certain repayments to be made to Glencore (the “**Glencore Allocations**”) and other repayments to the Lenders. The Glencore Allocations were to be made to Glencore and the Lenders (sometimes referred to as the “**RCF Lenders**”) in their capacity as Trevali’s first and second ranking secured creditors, but in a modified priority scheme to that previously in existence as the Glencore Allocations were to be made in advance of full repayment to the senior secured RCF Lenders.

4. Months later, and to the detriment and prejudice of Trevali’s other creditors, Glencore took the position that the Settlement Agreement entitled Glencore to an additional payment of US \$3 million dollars (approximately CDN \$4 million) and that this payment does not reduce the amounts otherwise owing to Glencore, including in particular Glencore Canada’s secured debt (the “**Glencore Position**”).

5. The Glencore Position, which was raised by Glencore long after Court approval of the Settlement Agreement:

- (a) is inconsistent with the terms of the Settlement Agreement;
- (b) is not set out, disclosed or referred to in any of the materials filed with this Court in support of approval of the Settlement Agreement, and is inconsistent with those materials;
- (c) was not disclosed to this Court by Glencore during the application before this Court to approve the Settlement Agreement (the “**Approval Hearing**”);
- (d) is at odds with statements made to this Court during the Approval Hearing;
- (e) is inconsistent with the nature and timing of the notice provided to stakeholders with respect to the Approval Hearing;
- (f) was not disclosed by Glencore to, and was not known by, Trevali, the Monitor, the RCF Lenders, and the various creditors and stakeholders who would be negatively impacted by an additional US \$3 million payment to Glencore in addition to its secured debt at the time the Settlement Agreement was entered or at the Approval Hearing; and
- (g) is contrary to the circumstances of the negotiations leading to the Settlement Agreement and statements made by counsel to Glencore in advancing the Settlement Agreement.

6. To the contrary, as is clear on the terms of the Settlement Agreement and from the surrounding circumstances (including in particular the submissions made to this Court at the Approval Hearing), the Glencore Allocations are to be made to Glencore to reduce the outstanding secured debt owed to Glencore under the Glencore Facility.

7. Advancing the Glencore Position now is an attempt to strip US \$3 million (CDN \$4 million) from the Trevali estate after the fact and without notice at the relevant time to the affected parties. Glencore's conduct with respect to the Settlement Agreement and the Glencore Position is both detrimental to the Trevali estate and has a material negative impact on other creditors.

Background

8. Trevali and its wholly owned subsidiary, Trevali Mining (New Brunswick) Ltd., were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") on August 19, 2022. FTI Consulting Canada Inc. was appointed as "Monitor".

9. As of the CCAA filing date, there was approximately US \$89 million in secured debt owing to the RCF Lenders, Trevali's first ranking secured lenders, and US \$13.1 million in secured debt owing to Glencore Canada, Trevali's second ranking secured lender, under the Glencore Facility.

10. The Trevali Group, the RCF Lenders and Glencore are party to an intercreditor agreement dated September 30, 2020 (the "ICA") which, among other things, confirms the priority of the security granted to the RCF Lenders over the security granted to Glencore under the Glencore Facility.

11. Glencore is also party to three "Offtake Agreements" with various members of the Trevali Group with respect to each of Trevali's mine sites (being the Caribou, Perkoa, and the Rosh Pinah mines) pursuant to which Glencore agreed to purchase the concentrate produced at each of those mines.

The Settlement Agreement

12. The Settlement Agreement resolved issues which arose in the context of Glencore declining to advise whether it would attempt to assert certain "multilateral" set-off rights against Trevali and its subsidiaries in these CCAA proceedings. Specifically, Glencore refused to clarify whether it would assert a right of set-off as between different mine sites and mine owners and in respect of ongoing payables owing by Glencore to Rosh Pinah Zinc Corporation (Proprietary) Limited ("RPZC"), a member of the Trevali Group, for current production from the Rosh Pinah mine (defined in Affidavit #5 of Brendan Creaney made September 29, 2022 as the "RPZC Receivables").

13. The RCF Lenders and Trevali required certainty with respect to receipt of the RPZC Receivables in the context of these CCAA proceedings. In particular, a resolution of this dispute with Glencore over multilateral set-off satisfactory to the RCF Lenders was a condition precedent of the provision of any interim financing by the RCF Lenders to Trevali.

14. Therefore, on September 29, 2022, Trevali filed an application for a "Non-Applicant Stay Order" adding RPZC as a "Non-Applicant Stay Party" in these CCAA proceedings to prevent the exercise of any purported right of multilateral set-off rights by Glencore. That application was set to be heard on October 11, 2022.

15. In or around that time, in tandem with Trevali's application to have RPZC added as a Non-Applicant Stay Party, Glencore and the RCF Lenders began to negotiate the terms of the Settlement Agreement to resolve this uncertainty related to Glencore's set-off rights.

16. As a result of these negotiations, in October 2022, Glencore, the RCF Lenders and the Trevali Group entered into the Settlement Agreement. At a high level, the Settlement Agreement:

- (a) resolved issues related to Glencore's purported set-off rights;
- (b) provided for interim financing from the RCF Lenders to Trevali (the "**Interim Financing**"); and
- (c) created a "**Sharing Formula**" as between the RCF Lenders and Glencore. The Sharing Formula provided a mechanism for distribution of "**Net Proceeds**", being any proceeds from the sale of Trevali's assets subject to Glencore and the RCF Lenders' Security (as defined in the Settlement Agreement), as between Glencore and the RCF Lenders. Outside of the normal course and the terms of the ICA, where the RCF Lenders would be repaid in full prior to any repayments being made to Glencore or towards its secured debt, the Sharing Formula provided for repayments to Glencore in an amount of up to US \$3 million (the "**Glencore Allocations**") prior to full repayment of the RCF Lenders.

17. The negotiations in respect of the Settlement Agreement were undertaken primarily between the RCF Lenders and Glencore. Trevali's obligations under the Settlement Agreement were largely limited to agreeing not to contest Glencore's "local" (or entity by entity) set-off rights under the Offtake Agreements, among other minor points related to the Offtake Agreements.

Court Approval of the Settlement Agreement

18. The Settlement Agreement was conditional on Court approval, which was sought by Trevali at the Approval Hearing before this Court on October 11, 2022 (the day originally scheduled for the Non-Applicant Stay Order application).

19. Trevali filed a Notice of Application and Affidavit from Mr. Brendan Creaney, Trevali's former chief financial officer, in support of approval of the Settlement Agreement. The other materials filed were a fourth report of the Monitor (the "**Monitor's Report**"), a confidential supplement to the Monitor's Report (attaching an unredacted copy of the Settlement Agreement), and an application by the "**RCF Agent**", on behalf of the RCF Lenders, for a sealing order with respect to this confidential supplement (collectively, the "**Approval Materials**").

20. The evidence provided by Mr. Creaney described the Settlement Agreement as an agreement "among the Applicants' two largest secured creditors and primary stakeholders" with respect to proceeds realized from "assets that are subject to the parties' respective security as between them." He noted that the Settlement Agreement was negotiated between the RCF Lenders and Glencore, "with the involvement of Trevali."

21. There is no mention in Trevali's court materials or in Mr. Creaney's evidence of an additional payment being made by Trevali to Glencore beyond the amounts owing to it under the Glencore Facility. To the contrary, Mr. Creaney stated that "to the extent there are any concessions provided by Trevali associated with the performance of the Applicants' obligations under the

Settlement Agreement, they are outweighed by the benefits that the Settlement Agreement will provide to the Applicants' restructuring efforts".

22. Similarly, the Monitor's Report did not state that the Glencore Allocations were intended to be an additional US \$3 million payment to Glencore, which of course would have materially prejudiced unsecured creditors by removing US \$3 million (CDN\$4 million) from the estate.

23. The publicly available Approval Materials only contained a redacted copy of the Settlement Agreement that redacted the Sharing Formula and the amount of the Glencore Allocations. An unredacted copy was provided in the confidential supplement to the Monitor's Report. The Notice of Application filed by the RCF Lenders to seal the unredacted copy of the Settlement Agreement stated as follows:

"Trevali Corp. ...shall pay the Net Proceeds (as defined in the Settlement Agreement, i.e. the net amount available for distribution to the RCF Lenders and Glencore under their security after repayment of any interim financing obligations) to the RCF Administrative Agent and Glencore according to certain terms and in specific amounts according to a defined schedule. [Emphasis added]

24. Due to issues related to obtaining consent of all the RCF Lenders with respect to the Interim Financing, there was very short notice given of approval of the Settlement Agreement. Trevali's materials were served at 2:32 pm for a hearing set to commence at 2:45 pm that same day. Notice was only provided to the CCAA service list. Counsel for Trevali addressed this shortened notice period by advising the Court that Trevali had not heard from any other parties, "perhaps not unexpectedly, given that the principal stakeholders are here in the courtroom today."

Affidavit #1 of Yiota Petrakis made July 17, 2023; Transcript of October 11, 2022 hearing, submissions of Mr. Rubin at p. 11

25. Counsel for Trevali, the RCF Lenders, the Monitor and Glencore each made submissions at the Approval Hearing. No counsel indicated in their submissions that the Glencore Allocations would be made in priority to Trevali's other unsecured creditors or that they were intended to be an additional US \$3 million payment made to Glencore beyond amounts owing under the secured Glencore Facility.

26. Rather, submissions by counsel were clear that the Settlement Agreement and the Sharing Formula therein was an agreement between the RCF Lenders and Glencore for distribution of Net Proceeds between them as first and second ranking secured lenders. Counsel for Trevali described the Settlement Agreement as "the commercial agreement that has been reached between Glencore and the agent." Counsel for the RCF Lenders stated that the Settlement Agreement "really only affects my clients and Glencore, because it's how they chop up the money that ends up coming to the secured creditors".

Transcript of October 11, 2022 hearing – Submissions of Mr. Rubin at p. 14 (lines 3-6); Submissions of Mr. Jackson at p. 32 (lines 43-47) and p. 33 (line 1)

27. Counsel for Glencore was in the courtroom and did not take a contrary view or advise the Court or any of Trevali's stakeholders of the Glencore Position that Glencore now seeks to advance.

The Current Dispute before the Court

28. In February 2023, months after the Approval Hearing and after a sale of Trevali's 90% interest in the Rosh Pinah mine had been approved by this Court, the Monitor and Trevali first became aware of Glencore's position that any Net Proceeds to be distributed to Glencore under the Settlement Agreement were not intended to reduce amounts owing under the Glencore Facility (at that time, February 2023, Glencore initially took the position to Trevali that the Glencore Allocations were to be made as a reduction of its unsecured debt under the Offtake Agreements).

29. Then, in March 2023, Glencore advised the Monitor and Trevali of the Glencore Position that the Glencore Allocations were an additional US \$3 million payment to be made by Trevali that did not reduce the secured liability under the Glencore Facility or unsecured debt owing to Glencore and was a post-filing obligation of Trevali.

30. At no point prior to February 2023 was it suggested by Glencore to Trevali or any other party that the Glencore Allocations were an additional US \$3 million payment to be made to Glencore in priority to all of Trevali's other creditors.

31. The Settlement Agreement is clear on its face that the Glencore Allocations are receipts by Glencore in its capacity as Trevali's second ranking secured lender. This is also abundantly clear when the Settlement Agreement is interpreted in light of the surrounding circumstances including the statements made to this Court on October 11, 2022, prior to the approval of the Settlement Agreement and its effective date of October 12, 2022.

Part 3: LEGAL BASIS

Key Legal Principles of Contractual Interpretation

32. In interpreting the terms of an agreement, the overriding concern is to determine the intent of the parties and the scope of their understanding. To do so, the court must read the contract as a whole, consistent with the surrounding circumstances known to the parties at the time of the formation of the contract. The meaning of the agreement is often derived from a number contextual factors, including the purpose of the agreement and the nature of the relationship created by the agreement. In the end, the meaning of an agreement is what the parties to that agreement against the relevant background would have reasonably understood it to mean.

Sattva Capital Corp. v Creston Moly Corp., 2014 SCC 53
at paras. 47-48 [*Sattva*]

33. The "surrounding circumstances" that a court is required to consider will vary from case to case and should include knowledge that was or reasonably ought to have been within the knowledge of the contract parties at or prior to formation of the contract. As was recently confirmed by the BC Court of Appeal, surrounding circumstances include what was said, communicated, or done by witnesses or parties at or before the date of contracting.

Sattva at para. 58; *Oswald v Start Up SRL*, 2021 BCCA 352 at para. 57; see also *Ontario First Nations (2008) Limited Partnership v. Ontario Lottery And Gaming Corporation*, 2020 ONSC 1516 at paras. 96-98, aff'd 2021 ONCA 592

34. Where the agreement in question is a commercial one, the court should be cognizant of the commercial purpose of the contract and consider as part of the factual matrix the genesis of the transaction, the background, the context, and the market in which the parties are operating. As was also recently confirmed by the BC Court of Appeal, commercial reasonableness is a central consideration when interpreting commercial contracts. Courts prefer commercially reasonable interpretations because they are more likely to reflect the parties' objective intentions.

Sattva at para. 47; *Blackmore Management Inc. v. Carmanah Management Corporation*, 2022 BCCA 117 at para. 41

35. Where the issue before the court is the nature and scope of a settlement agreement, negotiations and communications that led to the settlement are properly before the court in considering the correct interpretation of the settlement agreement.

Moose International, Inc. v Loyal Order of Moose, Duncan Lodge No. 937, 2017 BCSC 818 at paras. 41-43; *Atnikov v Atnikov*, 2022 BCSC 529 at paras. 68-70

The Settlement Agreement is Clear

36. The Settlement Agreement is an agreement that substantively concerns the sharing of Net Proceeds, being proceeds from assets subject to Glencore's and the RCF Lenders' security, between Glencore and the RCF Lenders. It is clear that the purpose of the Sharing Formula is to modify the priorities of the RCF Lenders and Glencore as set out in the ICA, to Glencore's benefit, and not to provide for an additional US \$3 million payment to Glencore above and beyond its secured debt. It was the RCF Lenders that were "giving up" something to Glencore - not the Trevali estate.

37. The Sharing Formula is as between the RCF Lenders and Glencore. Although the Trevali Group made certain agreements in respect of the Offtake Agreements under the Settlement Agreement, those terms did not substantively affect or compromise the rights of Trevali, nor is the Settlement Agreement a contract that in substance adversely affects the rights of other stakeholders, including subordinate unsecured creditors. There is no mention of Trevali's agreement to an additional US \$3 million dollar payment or any indication that the Settlement Agreement creates an obligation on Trevali's part to advance any additional funds to Glencore.

38. This understanding of the Settlement Agreement is fully consistent with the surrounding circumstances, in particular the evidence and submissions before this Court at the Approval Hearing, which this Court is required to consider in interpreting the agreement.

This Court did not Approve an Additional US \$3 million Payment

39. The Glencore Position is entirely incompatible with materials before, and submissions made to, the Court at the Approval Hearing. If Glencore is correct, the parties to the Settlement Agreement sought, and the Monitor recommended approval of an agreement by this Court that purports to make a US \$3 million dollar payment to Glencore in priority to Trevali's unsecured creditors without disclosing that fact to any other stakeholder and without providing any notice to them. This is an absurdity in the circumstances and would be inconsistent with the purpose and spirit of the CCAA.

40. At the very least, if the cost of the Glencore Allocations were to be borne by Trevali's unsecured creditors, it would have been incumbent on both Trevali and the Monitor to advise the Court of this and for the Court to find that this US \$3 million (CDN \$4 million) deprivation to the estate was reasonable and necessary. This would also have required Trevali to disclose the amount of the Glencore Allocations, which was sealed from the Court record on the basis that the confidential information contained in the Sharing Formula only affected Glencore and the RCF Lenders.

41. The events leading up to the Approval Hearing confirm that the Glencore Allocations only impacted the RCF Lenders and Glencore and not the Trevali estate as a whole. As mentioned above, very short notice was given of the Approval Hearing due to issues related to the Interim Financing from the RCF Lenders. This was entirely appropriate given that no stakeholders beyond Glencore and the RCF Lenders were impacted by the Sharing Formula and terms of the Settlement Agreement more broadly.

The Settlement Agreement is substantively an agreement between the RCF Lenders and Glencore

42. It is also clear from the surrounding circumstances that the Settlement Agreement, in particular the Sharing Formula, was entered into between Glencore and the RCF Lenders in their capacities as Trevali's first and second ranking secured creditors and did not have a material impact on any other party, including Trevali. Trevali's obligations under the agreement are primarily limited to acknowledging certain rights Glencore has under the Offtake Agreements.

43. The limited obligations imposed on Trevali are entirely consistent with the statements made by counsel for Glencore during the negotiations of the Settlement Agreement. These negotiations, which were for the most part directly conducted as between the RCF Agent and Glencore (not Trevali), included the following exchanges:

- (a) on September 30, 2022, counsel for Glencore sent counsel for the RCF Lenders an email that stated as follows: "For the "other terms" around the proposed settlement, we've put together the following. I think they are consistent with what was discussed, but happy to talk through any issues/questions. Also we should get the financial terms put into words (including what the priority amounts are, gross recoveries, net recoveries, etc....)".

Counsel for Glencore then set out a list of ten proposed "other terms" that included terms such as "Glencore will formally waive any claim to set off Rosh Pinah payments against non-Rosh Pinah Trevali liabilities (a) during the entire CCAA process and (b) for all time for any purchaser of Rosh Pinah" and "The Lenders and

Trevali will acknowledge that, aside from the waiver set forth above, Glencore continues to have rights of set-off under its respective off-take agreements...”

There is no mention of the Sharing Formula or payments to Glencore or the RCF Lenders in these “other terms.”

- (b) on October 1, 2022, counsel for Glencore followed up with counsel for the RCF Lenders with respect to the proposed Other Terms in his previous email and said: “Have you heard back if these are okay and is language coming for the payments? If the ‘other terms’ are OK, should we get them over to the debtor so they can sign off on the terms that affect them. I don’t think the money concerns them [Trevali], so don’t see needing their sign off there.” [Emphasis added]
- (c) on October 2, 2022, at 7:23 am, counsel for the RCF Lenders responded to counsel for Glencore setting out the “Financial Terms” of the proposed agreement, stating as follows: “Here is a description of the financial terms. I would like to bring the debtor into this now to deal with the other terms. Yes? [Emphasis added]

In setting out the Financial Terms in his email, counsel for the RCF Lenders broke down the proposed Sharing Formula of proceeds between the RCF Lenders and Glencore. He provided a table demonstrating how recovery would be split between Glencore and the RCF Lenders.

- (d) at 8:01 am that day, counsel for the RCF Lenders emailed counsel for Trevali and said as follows: “We (the Agent and Glencore) want to bring Trevali in to the settlement discussions at this time. You will see from the email below where the discussions are at...” [Emphasis added]

44. Trevali’s interpretation is also entirely consistent with how this Court described the Settlement Agreement in its reasons granting the sealing order sought by the RCF Lenders (which contained an unredacted Sharing Formula):

[8] In addition to the above applications, the RCF Lenders have brought an application to seal the Confidential Supplement Report to the Fourth Report of the Monitor dated October 11, 2022. This report refers to the Settlement Agreement and the key commercial terms and the Settlement Agreement itself is attached as Appendix A. I have been specifically referred to paras. 5-12 of the Settlement Agreement. Paragraph 5 and Schedule C to the Settlement Agreement refer to various sharing arrangements between the various parties. The concern is that disclosure of these amounts has the potential to allow parties to essentially reverse engineer and discern what value the stakeholders have assigned to the various assets. [Emphasis added]

Trevali Mining Corporation (Re), 2022 BCSC 2442 at para. 8

45. Simply put, there is no support for the Glencore Position in either the terms of the Settlement Agreement or in the factual circumstances surrounding its negotiation, execution, and Court approval. The Glencore Position is entirely inconsistent with:

- (a) the terms of the Settlement Agreement;

- (b) the Court materials filed in approval of the Settlement Agreement and related Sealing Order to seal the unredacted Settlement Agreement;
- (c) the submissions made to this Court at the Approval Hearing on October 11, 2022;
- (d) the fact that very little notice was given of the Approval Hearing and no stakeholders were provided with the amount of the Glencore Allocations due to redaction of the Sharing Formula in the Approval Materials;
- (e) the circumstances of the negotiations between the RCF Agent and Glencore; and
- (f) the correspondence between, and statements made by, counsel to the RCF Agent and Glencore during these negotiations.

Costs

46. Trevali seeks its costs of this application.

Part 4: MATERIAL TO BE RELIED ON

- 1. Affidavit #16 of Brendan Creaney, to be sworn;
- 2. Affidavit #1 of Yiota Petrakis, made July 17, 2023; and
- 3. The pleadings, evidence, and reports filed in these CCAA proceedings, including the Second Report of the Monitor dated September 12, 2022, the Fourth Report of the Monitor and Confidential Supplement thereto dated October 11, 2022, and the Ninth Report of the Monitor dated March 27, 2023.

Trevali estimates that the application will take 1 day.

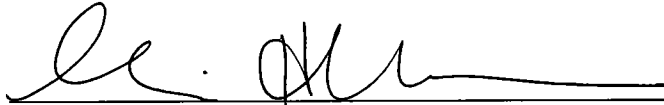
This matter is not within the jurisdiction of a master. Justice Fitzpatrick is seized of these proceedings.

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).

Date: July 17, 2023



Signature of Peter L. Rubin/Claire Hildebrand
Lawyers for Trevali

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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
- 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