

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CONSTANTINE ENTERPRISES INC.**

Applicant

- and -

**MIZRAHI (128 HAZELTON) INC. AND  
MIZRAHI 128 HAZELTON RETAIL INC.**

Respondents

**AFFIDAVIT OF ROBERT HISCOX  
(sworn October 29, 2025)**

I, Robert Hiscox, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Co-Founder and Chief Executive Officer of the Applicant, Constantine Enterprises Inc. (“**CEI**”) and I am also CEI’s nominee director of Mizrahi (128 Hazelton) Inc. (“**Hazelton**”). I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. I swear this affidavit in support of a motion brought by the Receiver (as defined below) for, among other things, an Order granting the Receiver leave to seek judgment within this proceeding against Mizrahi Inc. (“**MI**”) and Sam Mizrahi (“**Mizrahi**”, and together with MI, “**M&M**”) for damages related to breaches of contract and fiduciary duty.

3. On February 7, 2025, Receiver's counsel sent a letter to CEI's counsel requesting correspondence or other documents (the "**Information Request Letter**") relevant to the determination of rates charged by MI for work performed by CLM General Enterprises Ltd. ("**CLM**"). A copy of the Information Request Letter is attached hereto as **Exhibit "A"**.

4. On June 27, 2025, CEI's counsel responded to the letter and provided additional information and correspondence to address the Receiver's request. A copy of the responding letter is attached as Appendix "L" to the Fifth Report (the "**CEI Letter**").

5. Counsel for M&M has asserted that the Receiver's motion relies on hearsay to advance its position as it relates to the CEI Letter, and that the CEI Letter is intended to insulate CEI's representatives from cross-examination of materials facts. M&M's counsel also communicated that M&M intends to bring a motion to strike the CEI Letter as inadmissible evidence in the Receiver's motion record.

6. The intention of the CEI Letter was simply to respond to the Information Request Letter. The purpose of this Affidavit is to submit sworn testimony into evidence setting out substantially the same information as the CEI Letter to address the concerns raised by M&M's counsel.

## **I. BACKGROUND**

7. Pursuant to an Application brought by CEI and an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on June 4, 2024 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as receiver and manager (the "**Receiver**") of the Property (as defined in the Receivership Order), including the Real Property (as defined below).

8. Hazelton is a condominium development company with a nine-storey, 20-unit luxury condominium development project located in the Toronto Yorkville neighbourhood (the "**Hazelton**").

**Project**”). Hazelton’s assets primarily consist of the remaining unsold units in the Hazelton Project (the “**Real Property**”).

9. The shares of Hazelton are equally owned by (i) CEI; and (ii) Mizrahi Developments Inc. (“**MDI**”), an entity controlled by Mizrahi. Mizrahi and I were the only directors and officers of Hazelton until he resigned on May 13, 2024.

10. MI was retained by Hazelton as Construction Manager of the Hazelton Project pursuant to a Construction Management Agreement dated March 31, 2017 (the “**CMA**”). A copy of the CMA is attached as Appendix “G” to the Fifth Report of the Receiver dated July 16, 2025 (the “**Fifth Report**”).

11. I understand that MI is controlled by Mizrahi.

12. Pursuant to the CMA, among other things, MI was required to perform a variety of services related to preconstruction, construction and post-construction of the Hazelton Project, including soliciting bids from contractors, assisting Hazelton in awarding contracts, instructing trade contractors, maintaining a system of cost control and accounting, informing Hazelton of the receipt of all trade contractors’ applications for payment and determining the amounts owing to those trade contractors.

13. The CMA does not provide for contractors to be retained by (or indirectly invoiced through) MI. CEI also did not expect MI to directly retain any contractors. Instead, all contractors were to be directly retained by Hazelton.

14. In connection with providing services under the CMA, MI was eligible to receive the following amounts thereunder: (i) a fee equal to 5% of the “Construction Costs” (as defined in the CMA); (ii) an amount based on time-based rates for certain prescribed personnel employed by

MI; and (iii) reimbursement for certain prescribed expenses incurred by MI, plus a 15% administrative charge.

15. The CMA provides an exhaustive list of the employees of MI for whom MI could charge time-based rates for services (all of whom were billed at monthly rates) and the expenses eligible for reimbursement. Fees charged by contractors for construction-related work is not listed as a reimbursable expense.

16. The CMA was never amended to change the services being provided by MI or the way MI was to be compensated.

17. On May 10, 2024, MI sent a notice to Hazelton terminating the CMA. A copy of the termination notice is attached as Appendix “N” to the Fifth Report.

## **II. CONTESTED INVOICES**

18. Between 2020 and 2023, representatives of CEI and MI met on a regular basis for updates regarding the Hazelton Project. The representatives in attendance at these meetings included, on behalf of CEI, myself and CEI’s Chief Financial Officer, Chris Donlan (“**Chris**”), and, on behalf of MI, Mizrahi, Mark Kilfoyle, MI’s Chief Financial Officer, Esteban Yanquelevech (“**Esteban**”), MI’s Vice President, Construction, Amanda Brown, MI’s Vice President, Operations, and/or Joshua Lax, MI’s Chief Development Officer.

19. The items discussed at these meetings included reviewing for approval by CEI and MDI various invoices submitted by MI as the Construction Manager for claimed general labour expenses in connection with the Hazelton Project (each, an “**Invoice**”).

20. During this approximately three-year period, CEI regularly challenged the amounts set out in the Invoices. Despite repeated requests, MI refused to provide a breakdown of the claimed

labour costs. As a result, on several occasions, CEI initially refused to approve Hazelton's payment of the Invoices.

21. In response, Mizrahi

- (a) represented on behalf of MI to CEI that (i) the cost of labour set out in the Invoices was MI's cost, without mark-up, (ii) the labourers were unionized employees directly employed by MI, and (iii) the high cost of labour was because the labourers were unionized; and
- (b) refused on behalf of MDI to make MDI's required contributions under the Contribution Agreement<sup>1</sup> unless CEI approved payment of the outstanding Invoices.

22. On that basis, considering the Hazelton Project required funding to advance construction, and despite CEI's continued concerns over labour costs, CEI reluctantly approved certain Invoices to avoid the significant costs associated with construction delays.

23. In late 2022 and early 2023, however, construction activity for the Hazelton Project began to slow due to lack of funding in any event. As a result, CEI challenged MI on the level of ongoing costs, including in relation to the labour expenses. Notwithstanding CEI's enquiries, MI failed to disclose that the labourers were non-unionized employees of CLM and that MI was marking up the labour costs it charged to the Hazelton Project, as further described below.

---

<sup>1</sup> To ensure sufficient funding for the Hazelton Project, MDI, Hazelton and CEI entered into a Contribution Agreement dated December 3, 2021, pursuant to which CEI was entitled to require that CEI and MDI equally contribute capital to Hazelton if CEI has reasonable grounds for believing that a budget deficit in relation to the development and construction of the Hazelton Project is likely to take place within the next 90-day period.

### III. INFLATED LABOUR COSTS

24. On March 9, 2023, Chris and I attended a meeting at MI's office with Mizrahi and Esteban. In response to CEI's requests for information regarding the labour rates being invoiced, Mizrahi advised me that the labourers were unionized, and the alleged wage rates were correct. CEI requested copies of the labourers' T4 slips to enable CEI to verify the rates charged, but Mizrahi refused to provide this information. Rather, Esteban advised that MI instead provide CEI with a breakdown of the labour costs. At this meeting, CEI informed MI that it would no longer approve any claimed labour expenses unless CEI was provided the requested supporting documents.

25. On March 10, 2023, I spoke with David Ho, CEI's Senior Vice President of Development, regarding the labour being provided to the Hazelton Project and asked David to investigate. Based on David's investigations, he advised me later that day that MI had retained a third-party contractor for the labour, and that it was likely that most of the labourers providing services were non-unionized migrant labourers being paid minimum wage. A copy of the email from David to myself on March 10, 2023 is attached hereto as **Exhibit "B"**.

26. On March 14, 2023, Esteban provided a breakdown by email (the "**Breakdown Email**") of the hourly cost for the Hazelton Project labourers (the "**Labour Cost Breakdown**") as follows:

Hi Robert,

Sorry for the delay in getting you this information  
Please see below the break down

Salary of the Labour	\$39.32
Pension	\$8.70
Vacation	10%
Welfare	10%
Long Term Care	\$1.52 (0.035%)
Training	\$0.25
Legal	\$0.10
CECOP	\$0.25
Promotion	\$0.20
Industry	\$0.50

Total                               **\$58.45**  
On top of this we need to add  
EI  
CPP  
WSIB  
Taxes  
Tools of labours to do their work  
Overhead

**As you can see above the numbers are very clear.**

As per Sam's instructions if we Constantine can find an Non union labour  
or cheaper [sic]

Sincerely,  
Esteban

A copy of the Breakdown Email is attached hereto as **Exhibit "C"**.

27. Upon reviewing the Breakdown Email, I was concerned about the accuracy of the information that had been provided and forwarded the Breakdown Email to David to ask him to urgently determine the name of the third-party contractor providing labour for the Hazelton Project. A copy of my email to David on March 14, 2023 is attached hereto as **Exhibit "D"**.

28. On March 16, 2023, I, along with Chris and David, again met with Mizrahi and Esteban at MI's office, including to discuss the labour costs. At this meeting, I challenged the legitimacy of the information that Esteban had provided in his March 14, 2023 email (attached as Exhibit "C") on the basis that general labourers were not likely to be pension-earning employees and because the hourly rates provided did not align with the rates set out in the Invoices. The rates charged in the Invoices included, for example, hourly rates of \$96.35 and overtime rates of \$144.53 (as set out in the Invoice issued by MI on September 14, 2022, invoice number C1237, attached as Appendix "J" of the Fifth Report at pages 807-814). Instead of addressing the substance of CEI's concerns, MI suggested that CEI provide the labourers and warned that doing so would result in CEI's workforce becoming unionized.

29. Also on March 16, 2023, I was informed by my assistant, Lina White, through a series of text messages that she had spoken to an alleged employee of MI working at the Hazelton Project, who had advised Ms. White that the labourers (including the individual she spoke with) were neither unionized nor employees of MI, and were being paid in cash. A copy of the text messages between myself and Ms. White are attached hereto as **Exhibit “E”**.

30. On March 22, 2023, Chris and I again attended on behalf of CEI at MI’s office to meet with Mizrahi in relation to the Hazelton Project. During the meeting, I again challenged Mizrahi on the legitimacy of the labour costs set out in the Invoices, and asked him to provide detailed copies of the invoices for the labour and particulars regarding each labourer, including whether they were affiliated with a union. The requested information and documents were not provided. Instead, at Mizrahi’s direction, an employee of MI named Taline Melkonian provided me with a copy of a labour invoice and time sheets dated February 22, 2023 for handyman and general labour services delivered to the Hazelton Project between January 15 and February 18, 2023 (the “**CLM Invoice**”). The CLM Invoice was issued by CLM to MDI; MI was not referenced. The rates charged for labour costs set out in the CLM Invoice were also significantly lower than the rates set out in the Invoices provided by MI for payment by the Hazelton Project. Attached hereto as **Exhibit “F”** are pictures I took of the CLM Invoice.

31. After leaving the meeting, Chris called Mark, MI’s Chief Financial Officer, to express CEI’s concern that the Labour Cost Breakdown provided in the Breakdown Email appeared to be a clear misrepresentation as compared to the CLM Invoice. Chris also copied Mark into the email chain of the Breakdown Email.

32. Several hours later, Esteban responded to the Breakdown Email and stated that he misunderstood what he was being asked to provide, and that he had provided industry costs for



organized labour, rather than a breakdown of the labour costs for the Hazelton Project. A copy of Esteban's email of March 22<sup>nd</sup> is attached hereto as **Exhibit "G"**.

33. Despite the purported confusion, an updated breakdown of the labour costs in the Invoices was never provided by MI.

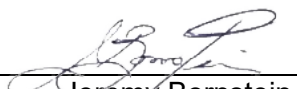
34. Based upon my review of the Invoices attached as Appendix "J" to the Fifth Report, I understand that over approximately three years, MI overcharged Hazelton \$1,064,322 by invoicing excessive marked-up amounts (contrary to the terms of the CMA) based on misrepresentations that MI had been using unionized labourers employed by MI, when in fact it had been using non-unionized labourers of CLM at significantly lower labour rates than those billed.

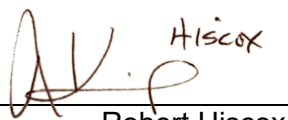
#### IV. CONCLUSION

35. I swear this affidavit in support of the Motion brought by the Receiver for, among other things, a judgment against MI and Mizrahi for breaches of contract and fiduciary duty.

#### SWORN BEFORE ME

by videoconference on October 29, 2025 in  
accordance with O.Reg. 431/20:  
Administering Oath or Declaration  
Remotely. The deponent and I were located  
in the City of Toronto in the Province of  
Ontario.

  
\_\_\_\_\_  
Jeremy Bornstein  
LSO#: 65425C

  
\_\_\_\_\_  
Robert Hiscox

*Commissioner for Taking Affidavits  
(or as may be)*

This is Exhibit "A" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.



---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

February 7, 2025

**Sent By Email**

Cassels, Brock and Blackwell LLP  
Suite 3200, Bay Adelaide Centre- North Tower  
40 Temperance Street  
Toronto, ON M5H 0B4

Norton Rose Fulbright Canada LLP  
222 Bay Street, Suite 3000, P.O. Box 53  
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

**Attention: Jason Arbuck, Jeremy Bornstein and  
Stephanie Fernandes**

**James Renihan**  
+1 416.216.1944  
[james.renihan@nortonrosefulbright.com](mailto:james.renihan@nortonrosefulbright.com)

Dear Counsel:

**Mizrahi (128 Hazelton) Inc.**

I write in respect of the Receiver's motion concerning the Construction Management Agreement and Development Management Agreement, both between Mizrahi Inc. and Mizrahi (128 Hazelton) Inc..

The Receiver understands that Mizrahi Inc. and Mr. Mizrahi may dispute that the rates charged by Mizrahi for services performed by CLM General Enterprises Ltd. were improper. If Constantine Enterprises Inc. is in possession of any correspondence or other documents relevant to the determination of rates charged by Mizrahi Inc. for work performed by CLM, please provide us with copies of same so the Receiver can consider those documents.

Yours very truly,



James Renihan

JR

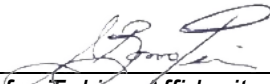
Cop(y/ies) to: Jennifer Stam, Norton Rose Fulbright Canada LLP  
Bobby Kofman, KSV Restructuring Inc.

CAN\_DMS: \1009404943

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at [nortonrosefulbright.com](http://nortonrosefulbright.com).

This is Exhibit "B" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.



---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C



---

**RE: 128 Hazelton - Mizrahi Labour Invoice Rates**

---

**From** David Ho <david.ho@constantineinc.com>

**Date** Fri 3/10/2023 6:16 PM

**To** Robert HISCOX <robert.hiscox@constantineinc.com>

**Cc** Chris Donlan <chris.donlan@constantineinc.com>

Hi Robert,

Subsequent to our discussion this afternoon, I have looked into the question of the cleaning labour being supplied by Mizrahi at 128 Hazelton.

Mizrahi has retained a cleaning 3rd party contractor that supplies labourers to do general cleaning and general labour at 128 Hazelton.

The 3rd party contractor may have some union employees but the majority of the cleaners are migrant workers who are paid minimum wage. Probably only Sam and maybe Esteban deal directly with the contractor. The cleaners / labourers are sent when requested by Diego for work at the site.

The likely scenario is that Mizrahi is being invoiced by the 3rd party contractor for a service contract to provide cleaners and labourers as required. The cleaners and labourers for the majority are mostly likely not union affiliated.

Mizrahi is being invoiced by the 3rd party contractor for cleaning services for one fee and the project is being invoiced by Mizrahi for another fee with no back up.

Recommend that we formally request the following from Mizrahi in the following order;

- A copy of the contract or invoices from their 3rd party contractor
- Which Local (Union) the cleaners / labourers are affiliated with
- A compilation of the individual cleaners and labourers' names on this project with their union number which we can back check to all the previous cleaning invoices that have been billed to the project

As an owner, we have the right to request this information from a contractor to validate, substantiate and support their invoices.

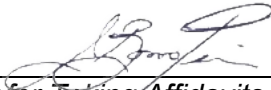
If we drill down, the inconsistencies will become noticeable and egregious.

Regards,  
David

# CONSTANTINE

**DAVID HO** | CONSTANTINE ENTERPRISES INC. | Vice President, Development  
david.ho@[constantineinc.com](mailto:david.ho@constantineinc.com) | +1.416.722.8912 |  
128 Hazelton Avenue, Suite 201, Toronto, Ontario, Canada M5R 1J3

This is Exhibit "C" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.

A handwritten signature in blue ink, appearing to read "Bornstein", is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

**From:** Esteban Yanqueleveh [esteban@mizrahidevelopments.ca](mailto:esteban@mizrahidevelopments.ca)

**Subject:** Labour rates

**Date:** March 14, 2023 at 10:58 AM

**To:** Robert Hiscox [robert.hiscox@constantineinc.com](mailto:robert.hiscox@constantineinc.com), Chris Donlan [chris.donlan@constantineinc.com](mailto:chris.donlan@constantineinc.com)

**Cc:** Sam Mizrahi [sam@mizrahidevelopments.ca](mailto:sam@mizrahidevelopments.ca)

EY

Hi Robert,

Sorry for the delay in getting you this information  
Please see below the break down

Salary of the Labour	\$ 39.32
Pension	\$ 8.70
Vacation	% 10
Welfare	% 10
Long Term Care	\$ 1.52
	% 0.035
Training	\$ 0.25
Legal	\$ 0.10
CECOP	\$ 0.25
Promotion	\$ 0.20
Industry	\$ 0.50
<b>Total</b>	<b>\$ 58.45</b>

on top of this we need to add

EI

CPP

WSIB

Taxes

Tools for labours to do their work

Overhead

**As you can see above the numbers are very clear.**

As per Sam's instructions if we Constatine can find an Non union labour or cheaper

Sincerely,  
Esteban



**Esteban Yanqueleveh**  
Vice President, Construction

125 Hazelton Avenue  
Toronto, Ontario M5R 2E4

T. [647.204.9745](tel:647.204.9745)

F. [1.866.300.0219](tel:1.866.300.0219)


E. [Esteban@MizrahiDevelopments.ca](mailto:Esteban@MizrahiDevelopments.ca)

[www.MizrahiDevelopments.ca](http://www.MizrahiDevelopments.ca)

CONFIDENTIALITY NOTICE: All information contained herein is for the exclusive confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately and promptly delete this message and all its attachments from your computer system.



This is Exhibit "D" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.



---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

**From:** [robert.hiscox](mailto:robert.hiscox)  
**To:** [David Ho](#)  
**Cc:** [Chris Donlan](#)  
**Bcc:** [robert.hiscox](mailto:robert.hiscox)  
**Subject:** Fwd: Labour rates  
**Date:** March 14, 2023 1:03:18 PM

---

Hi David:

Have a look at this below...

We need to find out the name of the 3rd party contractor for cleaning and general labour at 128 HAZ asap...

Best, Robert



ROBERT HISCOX | CONSTANTINE ENTERPRISES INC. | Co-founder & Chief Executive Officer  
[robert.hiscox@constantineinc.com](mailto:robert.hiscox@constantineinc.com) | +1.416.266.0000 |  
1235 Bay Street, 7th Floor, Toronto, Ontario, Canada M5R 3K4

----- Forwarded message -----

**From:** **Esteban Yanqueleveh** <[esteban@mizrahidevelopments.ca](mailto:esteban@mizrahidevelopments.ca)>  
**Date:** Tue, Mar 14, 2023 at 10:58 AM  
**Subject:** Labour rates  
**To:** Robert Hiscox <[robert.hiscox@constantineinc.com](mailto:robert.hiscox@constantineinc.com)>, Chris Donlan <[chris.donlan@constantineinc.com](mailto:chris.donlan@constantineinc.com)>  
**Cc:** Sam Mizrahi <[sam@mizrahidevelopments.ca](mailto:sam@mizrahidevelopments.ca)>

Hi Robert,

Sorry for the delay in getting you this information  
Please see below the break down

Salary of the Labour	\$ 39.32
Pension	\$ 8.70
Vacation	% 10
Welfare	% 10
Long Term Care	\$ 1.52
	% 0.035
Training	\$ 0.25
Legal	\$ 0.10
CECOP	\$ 0.25
Promotion	\$ 0.20
Industry	\$ 0.50
<b>Total</b>	<b>\$ 58.45</b>

**on top of this we need to add**

**EI**

**CPP**

**WSIB**

**Taxes**

**Tools for labours to do their work**

**Overhead**

**As you can see above the numbers are very clear.**

As per Sam's instructions if we Constatine can find an Non union labour or cheaper

Sincerely,

Esteban



**Esteban Yanqueleveh**

Vice President, Construction

125 Hazelton Avenue

Toronto, Ontario M5R 2E4

T. 647.204.9745

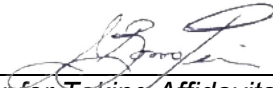
F. 1.866.300.0219

E. [Esteban@MizrahiDevelopments.ca](mailto:Esteban@MizrahiDevelopments.ca)

[www.MizrahiDevelopments.ca](http://www.MizrahiDevelopments.ca)

CONFIDENTIALITY NOTICE: All information contained herein is for the exclusive confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately and promptly delete this message and all its attachments from your computer system.

This is Exhibit "E" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.

A handwritten signature in blue ink, appearing to read "J. Bornstein", is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

Lina White

2023-03-16

LW

I will find out more



LW

David and I found something online, but they also said they were general labour



Thanks



Look online and other as well



What does CLM stand for? Please find out where this co is and how we contact them.



LW

I will find more information as well



Thanks



LW

No Union



[< Search](#)

Search

Thanks

LW

No Union

LW

CLM

LW

At least the gentleman  
here today yes

All of them?

LW

They get paid cash

What is the name on  
their pay checks???

LW

Hi Robert  
The guys on site today  
are new to this  
location, so they dont  
know what the  
company name is, but I  
am on it.

This is Exhibit "F" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.

A handwritten signature in blue ink, appearing to read 'J. Bornstein', is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

# Toronto - Midtown

March 22, 2023 3:47 PM



7611 Pine Valley Drive Unit #13, 2nd Floor  
Vaughan, Ontario L4L 0A2  
Tel: (905) 605-3000 or Fax: (905) 605-9300  
e-mail: clmenterprices@rogers.com

Invoice No.

6678

**INVOICE****Customer**

Name Mizrahi Developments  
Address 125 Hazelton Avenue  
City Toronto Prov. Ont M5R 2E4  
Phone

Date 22-02-2023  
BN 858304587

Qty	Description	Unit Price	TOTAL
	128 Hazelton Ave		
1	Handyman provided from January 15 to February 18, 2023 for a total of 168 hours at \$45.00 per hour	\$7,560.00	\$7,560.00
1	General Labour provided from January 15 to February 18, 20 for a total of 272 hours at \$35.00 per hour	\$9,520.00	\$9,520.00

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

Name  
CC #

Expires

SubTotal \$17,080.00  
Shipping & Handling \$0.00  
Taxes HST \$2,220.40

**TOTAL \$19,300.40**

Supervisor Signature





5:53

5G+

Toronto - Midtown

March 22, 2023 3:49PM

## TIME SHEET

CLM Global Enterprises  
P.O. Box 2084  
Richmond Hill, Ontario  
Fax: 905-883-5629

Employee Name:

Jorge R. Cervantes C

Job Desc:

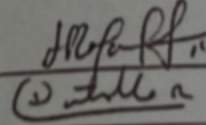
Handyman

Location:

128 Hazelton Av. Toronto

Date	Start Time	End Time	Total Hrs
01/16/2023	06:00	2:30	8
01/17/2023	06:00	2:30	8
01/18/2023	06:00	2:30	8
01/19/2023	06:00	2:30	8
01/20/2023	06:00	2:30	8
01/21/2023	06:00	2:30	8
Weekly Totals			48

Employee signature:



Date:

01/23/2023

Supervisor signature:

Date:

JAN 23 - 2023

Scanned with

5:53

5G+

Toronto - Midtown

March 22, 2023 3:49PM

## TIME SHEET

CLM General Enterprises  
P.O. Box 2084  
Richmond Hill, Ontario  
Fax: 905-803-3628

Employee Name:

Jorge R. Carvalero

Job Desc:

Handyman

Location:

128 Hazelton Av. Toronto

Date	Start Time	End Time	Total Hrs
01/23/2023	06:00	2:30	8
01/24/2023	06:00	2:30	8
01/25/2023	06:00	2:30	8
01/26/2023	06:00	2:30	8
01/27/2023	06:00	2:30	8
Weekly Totals			40

Employee signature:

J. Carvalero

Date:

01/30/2023

Supervisor signature:

D. Miller

Date:

Jan 30, 2023

This is Exhibit "G" referred to in the Affidavit of Robert Hiscox sworn before me by videoconference on October 29, 2025, in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto, in the Province of Ontario.

A handwritten signature in black ink, appearing to read "J. Bornstein", is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits (or as may be)*

Commissioner: Jeremy Bornstein  
LSO#: 65425C

**From:** Esteban Yanqueleveh [esteban@mizrahidevelopments.ca](mailto:esteban@mizrahidevelopments.ca)

**Subject:** Re: Labour rates

**Date:** March 22, 2023 at 5:10 PM

**To:** Chris Donlan [chris.donlan@constantineinc.com](mailto:chris.donlan@constantineinc.com)

**Cc:** Mark Kilfoyle [mark@mizrahidevelopments.ca](mailto:mark@mizrahidevelopments.ca), Robert Hiscox [robert.hiscox@constantineinc.com](mailto:robert.hiscox@constantineinc.com), Sam Mizrahi [sam@mizrahidevelopments.ca](mailto:sam@mizrahidevelopments.ca)

EY

Hi Chris and Robert,

Further to our meeting just now I believe there was a misunderstanding as to what was asked for me to provide. I provided what industry costs for organized labour are as charged to projects. This is what I provided.

Sincerely,  
Esteban



**Esteban Yanqueleveh**  
Vice President, Construction

125 Hazelton Avenue  
Toronto, Ontario M5R 2E4

T. [647.204.9745](tel:647.204.9745)

F. [1.866.300.0219](tel:1.866.300.0219)

E. [Esteban@MizrahiDevelopments.ca](mailto:Esteban@MizrahiDevelopments.ca)

[www.MizrahiDevelopments.ca](http://www.MizrahiDevelopments.ca)

CONFIDENTIALITY NOTICE: All information contained herein is for the exclusive confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately and promptly delete this message and all its attachments from your computer system.

On Wed, Mar 22, 2023 at 3:57 PM Chris Donlan [chris.donlan@constantineinc.com](mailto:chris.donlan@constantineinc.com) wrote:  
Adding Mark...

On Mar 14, 2023, at 10:58 AM, Esteban Yanqueleveh [esteban@mizrahidevelopments.ca](mailto:esteban@mizrahidevelopments.ca) wrote:

Hi Robert,

Sorry for the delay in getting you this information  
Please see below the break down

Salary of the Labour	\$ 39.32
Pension	\$ 8.70
Vacation	% 10
Welfare	% 10
Long Term Care	\$ 1.52
	% 0.035
Training	\$ 0.25
Legal	\$ 0.10
CECOP	\$ 0.25
Promotion	\$ 0.20
Industry	\$ 0.50
<b>Total</b>	<b>\$ 58.45</b>

on top of this we need to add

EI

CPP

WSIB

Taxes

Tools for labours to do their work

100% for 100% to be then from  
Overhead

As you can see above the numbers are very clear.

As per Sam's instructions if we Constatine can find an Non union labour or cheaper

Sincerely,  
Esteban



**Esteban Yanqueleveh**  
Vice President, Construction

125 Hazelton Avenue  
Toronto, Ontario M5R 2E4

T. [647.204.9745](tel:647.204.9745)

F. [1.866.300.0219](tel:1.866.300.0219)

E. [Esteban@MizrahiDevelopments.ca](mailto:Esteban@MizrahiDevelopments.ca)

[www.MizrahiDevelopments.ca](http://www.MizrahiDevelopments.ca)

CONFIDENTIALITY NOTICE: All information contained herein is for the exclusive confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately and promptly delete this message and all its attachments from your computer system.

CONSTANTINE ENTERPRISES INC.

Applicant

and

MIZRAHI (128 HAZELTON) INC. AND MIZRAHI 128 HAZELTON  
RETAIL INC.  
Respondents

Court File No. CV-24-00715321-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF ROBERT HISCOX**

**Cassels Brock & Blackwell LLP**

Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance St.  
Toronto, ON M5H 0B4

**Jeremy Bornstein LSO #: 65425C**

Tel: 416.640.6041  
jbornstein@cassels.com

**Alec Hoy LSO #: 85489K**

Tel: 416.860.2976  
ahoy@cassels.com

Lawyers for the Applicant