

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

B E T W E E N:

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and -

RANDY HOFFNER

Defendant

**AIDE-MÉMOIRE OF THE PLAINTIFF
(December 5, 2025 Case Conference)**

1. This aide-mémoire is filed in connection with the 9:30 a.m. chambers appointment scheduled for December 5, 2025 at which the Plaintiff will respectfully request that the agreed upon discovery plan in this matter (the “**Discovery Plan**”), a copy of which is attached to this aide-mémoire as **Appendix “A”**, be imposed upon the parties subject to the following amendments given the Defendant’s failure to comply with the Discovery Plan:

- (a) The Defendant shall serve his Affidavit of Documents and Schedule “A” productions by no later than December 12, 2025 (revised from November 17, 2025 in the Discovery Plan), which date shall be peremptory on the Defendant; and
- (b) The parties shall attend for examinations for discovery on agreed upon dates by no later than January 23, 2026 (revised from December 31, 2025 in the Discovery Plan), which order shall be peremptory on the Defendant. By December 8, 2025, the Defendant shall advise the Plaintiff of his available dates to be examined.

DISCOVERY PLAN

2. The Plaintiff’s counsel first sent a proposed discovery plan to the Defendant’s counsel on August 21, 2025. Following discussions among counsel, the Discovery Plan was executed by the Plaintiff’s counsel on October 17, and by the Defendant’s counsel on November 1.

3. Section 3 of the Discovery Plan provides that both parties shall have served their Affidavits of Documents and Schedule “A” productions by no later than November 17, 2025.

4. Section 5 of the Discovery Plan provides that both parties shall be produced for examination for discovery by no later than December 31, 2025.

AFFIDAVITS OF DOCUMENTS

5. On November 13, the Defendant’s counsel communicated to the Plaintiff’s counsel that the Defendant’s Affidavit of Documents would not be ready for service by November 17, advising that certain relevant documents, copies of which had been requested by the Defendant from third parties, had not yet been received. In response, the Plaintiff’s counsel asked when the documents had been requested from the third parties, and suggested that the Defendant’s Affidavit of Documents be delivered in accordance with the Discovery Plan, with a supplementary affidavit to follow as needed.

6. The Defendant’s counsel ignored the inquiry as to when the documents had been requested from the third parties, and declined to deliver an Affidavit of Documents with a supplement to follow.

7. The Plaintiff’s Affidavit of Documents and Schedule “A” productions were served shortly after midnight on November 18.

8. As of the date of filing this aide-mémoire on December 3, 2025, the Defendant has yet to serve his Affidavit of Documents. No further update has been received from the Defendant’s counsel.

AVAILABILITY FOR EXAMINATIONS FOR DISCOVERY

9. The Plaintiff’s counsel has made numerous requests that the Defendant’s counsel provide the Defendant’s availability to be examined. Such requests have been by way of email on October 16, October 27, October 30, November 10, November 13 and November 14.

10. As of the date of filing this aide-mémoire on December 3, 2025, the Defendant has yet to provide his availability. As set out above, the Discovery Plan requires examinations for discovery to be completed before the end of this year.

SCHEDULING A CASE CONFERENCE TO IMPOSE THE DISCOVERY PLAN

11. The Plaintiff's counsel raised the possibility of seeking this chambers appointment to impose the Discovery Plan on several occasions, including October 30, November 13 and November 14. As part of the November 14 email, the Plaintiff's counsel asked whether there were any days in December on which the Defendant's counsel would be unavailable to attend at this appointment. No response has been received.

12. Given that the parties developed the Discovery Plan in consultation with one another, and each executed the Discovery Plan, it is appropriate for the Court to impose the same upon the parties, with the amendments requested in paragraph 1 above, which are only required as a result of the Defendant's failure to comply with the agreed-upon Discovery Plan.

All of which is respectfully submitted this 3rd day of December, 2025.

Per: _____



AIRD & BERLIS LLP

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Lawyers for the Plaintiff

APPENDIX “A”
DISCOVERY PLAN

[See attached]

**ONTARIO
SUPERIOR COURT OF JUSTICE
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BETWEEN:

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

RANDY HOFFNER

Defendant

DISCOVERY PLAN

LAWYERS FOR THE PLAINTIFF(S):

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Lawyers for the Plaintiff

THE DEFENDANT(S):

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Lawyers for the Defendant

**1. Scope of
Documentary
Discovery:**

The parties shall produce all documents relevant to the matters in issue in the Statement of Claim and the Statement of Defence which are in their possession, control, or power, subject to claims of privilege (collectively, “**documents**”).

References to “documents” herein shall have the meaning ascribed to such term as provided for in the *Rules of Civil Procedure* and jurisprudence.

**2. Non-Waiver/
Clawback:**

In the event that any privileged documents are inadvertently included in the productions of a party, neither the listing of them, nor the production of the actual records, will constitute, as the case may be, waiver of privilege. If the opposing party receives a privileged document that was produced inadvertently, it shall be immediately returned or destroyed without further review and all copies (electronic or otherwise), shall be purged. The return or destruction of the documents is without prejudice to the returning/destroying party’s right to challenge, by way of motion, the assertion of privilege.

**3. Affidavit of
Documents:**

Mr. Hoffner shall serve his Affidavits of Documents and Schedule “A” productions by no later than **November 17, 2025**.

The Plaintiff, by its Receiver, shall serve an Affidavit of Documents and Schedule “A” productions by no later than **November 17, 2025**.

**4. Manner of
Production:**

The parties shall produce all Schedule “A” documentation in electronic format.

The parties agree to exchange all producible electronically stored information (“**ESI**”) in native format to the extent that the ESI is available in its native format; that is, files will be produced in the format in which they were initially created and maintained by uploading all documents to a Sharefile For example, MS Word documents are to be produced as .doc or .docx files, MS Excel files are to be produced as

.xls or .xlsx files, , Adobe files are to be produced as .pdf files, and Outlook messages are to be produced in .msg or eml formats. The parties, however, may for identification purpose assign a document identifier to each document produced.

The parties are to provide a list of all documents produced, with document identifiers assigned along with a date and description of document.

Where part of a document requires to be redacted, the party may produce the redacted version of the document in pdf format, or .xls or xlsx format if the original file is in Excel.

All productions in this action will be produced in electronic form”.

The documents to be disclosed and produced (subject to privilege) include both paper documents and electronic documents.

**5. Oral
Discovery and
Written
Questions:**

Randy Hoffner shall be produced for examination for discovery, via videoconference, in his personal capacity by December 31, 2025, on an agreed upon date.

A representative of the Receiver shall be produced for examination for discovery, via videoconference by December 31, 2025 on an agreed upon date.

**6. Answers to
Undertakings:**

The parties shall provide answers to undertakings and, if applicable, questions taken under advisement within 60 days of their examination for discovery.

Motions, if any, arising out of the examinations for discovery will be scheduled within 30 days of the deadline for providing answers to undertakings on the first available dates to counsel and the court.

DATED AT Toronto, Ontario this 17th day of October, 2025.

**AIRD & BERLIS LLP
BARRISTERS AND SOLICITORS**

Per:



Mark van Zandvoort

Lawyers for the Plaintiff

DATED AT Hamilton, Ontario this 1st day of November, 2025.

**ROSS & MCBRIDE LLP
BARRISTERS & SOLICITORS**

Per:



Andrei Dobrogeanu/Inderdeep Toor

Lawyers for the Defendant

LONDON VALLEY IV INC.
by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.
Plaintiff

and

RANDY HOFFNER

Defendant
Court File No. CV-25-00740869-00CL

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

Proceedings commenced at TORONTO

DISCOVERY PLAN

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Lawyers for the Plaintiff

LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.
Plaintiff

- and -

RANDY HOFFNER

Defendant

Court File No. CV-25-00740869-00CL

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Proceedings commenced at Toronto

AIDE-MÉMOIRE OF THE PLAINTIFF
(December 5, 2025 Case Conference)

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Lawyers for the Plaintiff