



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: BK-2202835198-0031 DATE: 4 April 2023

NO. ON LIST: 2

TITLE OF PROCEEDING: **SANDERSON-HAROLD COMPANY LTD**

BEFORE JUSTICE: **OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Steven Turk	The Purchaser, 1000296348 Ont Inc	sturk@stephenturklaw.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Michael Mazzuca	The Carpenters Union	michael@rousseaumazzuca.com
Steve Graff	KSV, Proposal Trustee	sgraff@airdberlis.com
George Benchetrit	Proposal Trustee	george@chaitons.com
Laura Culleton	Proposal Trustee	laurac@chaitons.com
Matthew Lerner	Landlord, Diazo Investments	mlerner@litigate.com

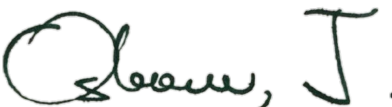
For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
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ENDORSEMENT OF JUSTICE OSBORNE:

1. This matter came on as a case conference and status update.
2. Mr. Turk, for the purchaser of assets, advises that the purchaser has a claim relating to and arising out of the asset purchase.
3. However, all parties have agreed to mediate the issues before The Hon. Frank Newbould and indeed that mediation is scheduled for next week.
4. In the circumstances, and with the concurrence of all parties represented today, it is my view that it makes good practical sense to defer scheduling next steps until the result of the mediation is known. If all matters relating to Mr. Turk's client are resolved, that will greatly simplify things. If they are not resolved, in whole or in part, the issues will at least be crystallized and better defined such that a schedule of the appropriate and necessary steps can be fixed.
5. Among the matters that can be addressed at the next attendance is the extent to which the landlord needs to be involved, and as a corollary matter, which judge can hear any such matters. Today, Mr. Lerner appears for the first time for the landlord. The lease technically expired last week at the end of March, although the landlord has apparently given the parties a two week grace period within which they may remove the equipment. That issue may or may not be moot.
6. In the same way, the issues presented by Mr. Lerner's involvement may be moot. He is a partner at my former law firm. All parties are aware of this. None opposed my addressing the scheduling issues to keep the matter moving. As I indicated today, if matters are not resolved, and there are substantive issues or proceedings to which the landlord is a party, another judge of the Commercial List can address those.
7. Mr. Turk requested that, rather than simply deferring all matters, the case conference be continued before me following the mediation in order that a schedule can be addressed. Accordingly, this case conference will be continued **before me at 08:45 AM on Wednesday, April 19 via Zoom.**

Osborne, J.