

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

SUPPLEMENT TO THE FOURTH REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.
2. This report (the “**Fourth Report Supplement**”) is being prepared as a supplement to the fourth report of the Trustee dated May 19, 2023 (the “**Fourth Report**”). The Fourth Report sought an order that Mitchell Learning (“**Learning**”) repay \$465,982 to the estate of the Bankrupts and that the Trustee be granted a cost award in the amount of \$35,000 on a partial indemnity basis (the “**Request for Costs**”).
3. At the return of the application on May 30, 2023 (the “**May Hearing**”), Learning’s counsel, Mr. Bastawrous (“**Bastawrous**”) sought a short adjournment to finalize responding materials. The Court reluctantly agreed to adjourn the hearing until June 12, 2023 on the basis of a strict timetable for the delivery of materials. Pursuant to the endorsement of Justice Osborne dated May 30, 2023 (the “**Endorsement**”), attached as **Appendix “A”**, Learning’s responding materials were to be filed on or before June 5, 2023 and the Trustee would be afforded until June 8, 2023 to reply to same, if required.
4. The purpose of this Fourth Report Supplement is to:

- a) Address the position of Learning that the Trustee had agreed to settle the Request for Costs for \$10,000; and
- b) Provide evidence of Learning's failure to file timely responding materials in accordance with the Endorsement.

COSTS

- 5. As outlined in the Fourth Report, the Trustee has been disappointed with Learning's lack of cooperation since his examination in late October of 2022. It is the Trustee's position that Learning (i) never fully complied with his undertakings, (ii) is clearly indebted to the estate, and (iii) both directly and via his counsel has needlessly increased the costs of the administration of the Pleterski estate.
- 6. On April 18, 2023, counsel to the Trustee made an offer to settle the Request for Costs for "the immediate payment of \$10,000" (the "**Cost Offer to Settle**"). Attached as **Appendix "B"** is a copy of the E-mail chains between the Trustee, counsel to the Trustee, Thornton Grout Finnigan LLP ("**TGF**"), and Bastawrous in respect of the Request for Costs between April 18, 2023 and May 23, 2023.
- 7. On April 27, 2023, TGF again wrote to Bastawrous reiterating the Cost Offer to Settle and provided a Bill of Costs (the "**April Bill of Costs**") in support of its position. Although no deadline for acceptance was explicitly stated, the importance of a timely reply was clear and evident on its face. In his reply, also on April 27, 2023, Bastawrous proposed May 22, 2023 as a deadline for a formal response to the Cost Offer to Settle. TGF responded on April 27, 2023 that the proposed deadline "was not acceptable". On May 1, 2023, TGF advised Bastawrous that his proposed timing for acceptance would only be acceptable if all of the issues involving Learning (including payment back to the estate) were dealt with. Bastawrous did not respond to this communication until May 22, 2023 wherein he purported to accept the Cost Offer to Settle but provided no offer to settle the remaining matter with the estate.
- 8. In response to Bastawrous' purported acceptance of the Cost Offer to Settle, the Trustee reaffirmed that it was only willing to settle all matters between Learning and the estate on that timeline, consistent with TGF's email on May 1, 2023. It is the Trustee's position that the Cost Offer to Settle was not available for acceptance on May 22, 2023.

9. In addition to the costs incurred as set out in the April Bill of Costs, the Trustee and TGF have incurred considerable costs since April 27, 2023 which include:
- (i) preparation of this application;
 - (ii) preparation of the Fourth Report;
 - (iii) attendance at the May 30, 2023 hearing;
 - (iv) preparation of this Fourth Report Supplement; and
 - (v) attendance at the upcoming hearing on June 12, 2023.
10. As a result of the conduct of Learning and his counsel, the Trustee is seeking costs on a partially indemnity basis prior to May 30, 2023 and costs against Bastawrous personally for time spent since May 30, 2023 costs. Attached as **Appendix “C”** is a cost outline of the fees of the Trustee and TGF since May 30, 2023.

RESPONDING MATERIALS

11. As outlined in the Fourth Report, Learning has a long history of missing agreed upon deadlines since he was first examined by the Trustee. Bastawrous has missed at least seven deadlines agreed between the Trustee, TGF and Bastawrous since October of 2022. Pursuant to the Endorsement, Learning was to provide his responding materials by June 5, 2023. On June 6, 2023, TGF wrote to Bastawrous noting that no materials had been served by the June 5, 2023 deadline. Later that evening, Bastawrous responded that he intended to serve the materials as soon as possible. Attached as **Appendix “D”** is a copy of the June 6, 2023 E-mail chain.
12. On the afternoon of June 7, 2023, Bastawrous wrote to the Trustee and TGF to request the Trustee’s consent to the late filing of their responding materials on June 8, 2023. TGF confirmed the Trustee’s consent to the filing of the materials by the end of the day on the condition that the same indulgence would be afforded to the Trustee whose deadline for reply was June 8, 2023. TGF noted that the Trustee would require time to review and respond to the materials in time for filing with the Court. That evening, Bastawrous responded with “Understood”. As no materials were filed by the morning of June 8, 2023, TGF advised Bastawrous that the Trustee was not prepared to consent to a further delay

in the filing of Learning's responding materials. No response was received to this email. Attached as **Appendix "E"** is a copy of the E-mail chain between the Trustee, TGF and Bastawrous.

13. As of the writing of this Fourth Report Supplement, no responding materials have been served on the Trustee.

DATED at Toronto, Ontario this 8th day of June 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read 'R. Stelzer', is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “A”



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-23-00700013-00CL

DATE: May 30 2023

REGISTRAR: Fernandez

NO. ON LIST: 3

TITLE OF PROCEEDING: GRANT THORNTON LIMITED, IN ITS CAPACITY AS TRUSTEE
IN BANKRUPTCY OF AP PRIVATE EQUITY LIMITED AND
AIDEN PLETESKI v. LEARNING

BEFORE JUSTICE: Osborne

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

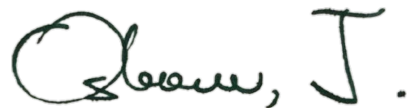
Name of Person Appearing	Name of Party	Contact Info
Leanne M Williams	GRANT THORNTON LIMITED, IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF AP PRIVATE EQUITY LIMITED AND AIDEN PLETESKI	Lwilliams@tgf.ca

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Mena Bastawrous	MITCHELL LEARNING	msbcrimlaw@gmail.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. This Application of the Trustee came on today. The trustee seeks declaratory relief and an order directing the Respondent Learning to repay to the estate of the Bankrupts the sum of \$465,982, together with a cost award in favour of the Trustee in the amount of \$35,000 on a partial indemnity basis.
2. The full Application Record, including among other things the Fourth Report of the Trustee dated May 19, 2023, was served on counsel for the Respondent via email on May 19. The Application Record included and unissued Notice of Application, since the Trustee was waiting on the issued copy to be returned from the Court. The cover email stated such, and advise that the issued copy of the Notice would be provided as soon as possible. That email of May 19 has been provided to the Court, but counsel for the Respondent denies receiving it. There is no dispute that counsel for the Respondent received a subsequent email from counsel for the Trustee on May 25 enclosing the issued copy of the Notice of Application (there were no other changes to the document) which email referenced the earlier May 19 email.
3. Neither the Respondent nor his counsel engaged with the Trustee or its counsel in respect of the substantive relief sought, until this hearing this morning.
4. Counsel for the Respondent seeks a short adjournment to finalize responding materials which are already well underway. In addition, there is a dispute between the parties about whether the issue of costs was resolved by proper acceptance of a then outstanding offer to settle. None of that material is formally in the Record.
5. In my view, both issues should be resolved on the basis of a full record with a full opportunity to the Respondent. In the circumstances, however, and given the challenges the Trustee has faced with respect to the extraction of information and materials from the Respondent on a timely basis in this proceeding, only a short adjournment is appropriate.
6. This Application is adjourned to be heard on the merits on **June 12, 2023 commencing at 10 AM before me**. Both counsel have confirmed their availability on that date. That hearing date is peremptory to the Respondent, Mr. Learning. Application materials have been served. Responding materials will be served no later than end of day on Monday, June 5. Reply materials will be served no later than end of day on June 8. These materials are to address the issue of costs as well as the merits of the Application. Both counsel have confirmed their agreement to this timetable.

 Osborn, J.

Appendix “B”

Email chain from February 21, 2023 to April 24, 2023

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Monday, April 24, 2023 7:42 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>
Cc: Leanne Williams <LWilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Sorry, just looking for a "yes" or a "no" here. Do you accept our cost offer? If not, then provide your availability to have this disagreement heard in Court. If you are refusing to provide dates of your availability then please confirm if that is the case.

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From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Monday, April 24, 2023, 7:26 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Leanne Williams <lwilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

I never declined the offer on costs. While it may be a convenient assertion for your purposes, it is not true and yet you think I would let that stand? You sully the record each time you act in bad faith because it leads to untrue assertions being put before the court that require clarification (this costs money to all parties involved and costs the court it's most valuable resource, time. So the logical inference would be that you are responsible for wasting court time by having your counsel convey information tainted with bad faith but in respect of your recent correspondence, worse than bad faith, you have put forth easily refuted and factually untrue claims which, is no different than misleading a Court/Tribunal.

Please respond with a time for a meeting either with you or you and Csl. to discuss everything you have been repeating without substance or any specific reference to evidence.

I ask again, *please advise of page and line number where my client states he owes the estate money.*

CONFIDENTIAL AND PRIVILEGED :

Also, a heads up before you make the mistake of taking issue with my unavailability during the 7 week jury trial I advised of. That trial was for the murder of my brother who was shot 5 times in the head on October 22, 2019, held before the Honourable Justice Harris. Ultimately, the jury delivered a verdict finding all four who stood accused of first degree murder of my deceased brother, Mario, guilty on all counts before the Court.

The above was a good faith courtesy gesture to prevent any further bad faith. I will eliminate your misinformation aggravating the adversarial and unreasonable approach in your role as Trustee in this Bankruptcy, where I can. I have already affidavits from the individuals who were paid cash by my client totaling \$150,000. What is the exact figure you believe my client owes the estate. You have been very

unspecific in this assertion which makes no sense in a bankruptcy where specificity is vital and dealing in good faith is mandatory.

Mena

On Mon, Apr 24, 2023 at 6:04 PM Mena Bastawrous <mena@msbcrimlaw.ca> wrote:
Rob,

Please provide any record indicating that I refused the cost offer by Leanne. I don't know how you work but I do not accept settlements by email without the appropriate discussions taking place pursuant to the offer to settle costs. I will it crystal clear since you continue to make inferences that lack truth or merit.

Mena

On Mon, Apr 24, 2023 at 8:28 AM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

We have been unsuccessful in coming to an agreement with you since discussions started in November regarding the money your client owes the estate. We have been unable to get substantive answers from you to my questions from March 1st which indicated the deficiencies in your client's responses to his undertakings from his October examination. Aiden Pleterski's banking records show very clearly that your client owes the estate money. Every time we interact with you, you indicate that you are unavailable for long periods of time; cumulatively, these delays add up.

Since you are refusing the cost offer from Leanne's April 18th E-mail, yes, I am refusing to have a call or meeting to discuss costs any further. Please provide your availability for a Court hearing to consider costs.

From: Mena Bastawrous <mena@msbcrimlaw.ca>

Sent: Sunday, April 23, 2023 11:05 PM

To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Leanne Williams <LWilliams@tgf.ca>

Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Would you like me to list in bullet point all the questions you have not answered in my previous emails?

I am available for a virtual hearing only in the event that efforts to settle are not successful. If they are not then go wild but you're not going to strong arm me or the court into a hearing that should be avoided by candid good faith negotiations. Something you have yet to demonstrate you're willing to do.

So, I ask again:

Are you refusing to schedule a meeting by phone or in person prior to seeking remedy without merit from the Court?

Sent from [Outlook for iOS](#)

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Sunday, April 23, 2023 10:00:04 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>; Leanne Williams <LWilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Mena,

This is a very simple request and you still haven't provided an answer. When are you available for a virtual hearing?

Rob

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From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Sunday, April 23, 2023, 10:53 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Leanne Williams <LWilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

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I am most definitely not available on the day I fly internationally back to Toronto. Please confirm that I offered phone meeting before the 15th and in person meeting after and you had your counsel seek available dates with the court before the 15th thus in lieu of my offer to resolve in a manner that effective professionals but specifically, lawyers, do.

Sent from [Outlook for iOS](#)

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Sunday, April 23, 2023 8:37:59 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>; Leanne Williams <LWilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Mena,

When are you available? Are you available on or any date after may 15th?

Rob

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From: Mena Bastawrous <mena@msbcrimlaw.ca>

Sent: Sunday, April 23, 2023, 9:17 PM

To: Leanne Williams <LWilliams@tgf.ca>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

I have already advised as to my availability A FEW TIMES NOW.

I do not consent to the scheduling of any hearing that falls within my availability which, again, has been communicated weeks ago so you have known this. You seeking a date where I advised I am unavailable is AGAIN, sharp practice. I don't think you or the Trustee really understand the voluminous issues I have held back from reporting out of respect for collegiality that exists in every interaction and every case I've been a part in this Profession as well as Court resources in a case where Court resources and creditor's rightfully owed money come second to the Trustee's billable hours. I now feel it an obligation to that very profession and the Court to report everything I've looked past but documented with precision.

Sent from [Outlook for iOS](#)

From: Leanne Williams <LWilliams@tgf.ca>

Sent: Saturday, April 22, 2023 3:01:38 PM

To: Mena Bastawrous <mena@msbcrimlaw.ca>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Subject: RE: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Mena,

Please confirm that you are available on May 8th for a hearing before Osborne J. to determine costs and set a date for the return of the funds received. Thanks.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Thursday, April 20, 2023 10:50 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Leanne Williams <LWilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Please cite the page and line number in transcript where my client acknowledges “owing” money to the estate. Big difference between believing he was up \$100K. Again, you have us going in circles. Both examinations were before a single bank statement was requested or reviewed. I take it you are refusing to mitigate costs by either scheduling a phone or in-person meeting then? I will not be available for a remote hearing until after my return as I already stated.

Sent from [Outlook for iOS](#)

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Thursday, April 20, 2023 2:21:03 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>
Cc: Leanne Williams <lwilliams@tgf.ca>
Subject: RE: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

Mena,

Mitchell has not complied with his undertakings for the reasons stated in my March 1st E-mail in the chain below.

As noted in Aiden Pleterski’s bank statements, and acknowledged in your client’s own sworn testimony under oath, he owes the estate money.

Since we cannot agree on costs, Leanne will schedule another appearance before Justice Osborne. We can ask that the hearing be held remotely if you are away. Please advise on your availability.

Rob

From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Wednesday, April 19, 2023 7:20 PM
To: Leanne Williams <lwilliams@tgf.ca>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: CONFIDENTIAL - Outstanding Items [IMAN-CLIENT.FID165536]

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Please be advised I am out of the country. I will return on May 15. I am happy to schedule a call to discuss the issues which the trustee is hanging on to and refusing to reconcile nor acknowledge that my client has gone above and beyond any undertakings in the cross examination. Think the totality of your dealings with my client. You and the Trustee were already advised of how many cash payments were made out by my client which eliminates any surplus you are claiming should be repaid. I am fine bringing this before the court. Considering how much my client has cooperated and the assets discovered as a result including the property in Indiana - the "half ass" acknowledgement in the third report certainly does not reflect the promises made in writing and verbal undertakings given by counsel for the trustee prior to the first meeting. Why the Trustee is so keen on seeing my client suffer more financially than the other creditors suggests a position towards my client that is unfair and resonates bad faith. The third report mentions delays in the provision of records despite being aware of the reason for that delay being the abduction and torture of the bankrupt. Bad faith. Rob advised me he already had the legal department draft a statement of claim for approx. 1 million dollars against my client a week prior to the deadline in December. He advised this cost \$10,000. Now you are claiming \$10,000 in costs despite not bringing that claim; which makes complete sense because the trustee never had any reason to believe my client profited anything near that amount. Again, the trustee had knowledge of the abduction of the Bankrupt as well as the violence and attempted abduction of Mr. Blenman. My client isn't responsible for burning through seized assets meant for repayment to actual creditors. Please advise on a date for either a phone call to resolve this once and for all, a date to meet in person with you and/or Rob when I am back in the country or available dates to bring this before an associate judge. If this matter goes before Justice Osborne despite my client's full cooperation to the full extent of his obligations under the BIA I will be seeking costs and reporting the trustee for bad faith, on a number of occasions. Is there any doubt my client has provided the trustee with more candid and materially meaningful information than any other party examined? We both know the answer to that. I will be seeking costs against the trustee if substantial efforts are not made to mitigate the bad faith demonstrated.

Thank you,

On Tue, Apr 18, 2023 at 8:35 PM Leanne Williams <LWilliams@tgf.ca> wrote:

Mena,

The Trustee has been extremely patient in respect of the production of Mr. Learning's records. We disagree that he has fully satisfied his undertakings. The Trustee outlined the deficiencies on March 1st to which we have had no response. Further to Justice Osborne's direction, we also need to address costs. As you are very aware, we have spent considerable time and effort trying to obtain Mr. Learning's records. We are prepared to settle the issue of costs for the immediate payment of \$10,000. The Trustee's actual costs are well in excess of this amount. In the event that Mr. Learning fails to accept this offer, the Trustee will seek an appointment before Justice Osborne to set costs at which time the Trustee will seek recovery of same on a solicitor-client basis.

The Trustee also intends to schedule the hearing of its motion for a direction that Mr. Learning return the funds he received from Mr. Pleterski. Please advise of your availability for such a hearing in early May. Thanks.

Leanne

Leanne M. Williams | | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | | Suite 3200, TD West Tower, [100 Wellington Street West](#), P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | [www.tgf.ca](#)

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From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Tuesday, March 28, 2023 6:35 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne Williams <LWilliams@tgf.ca>; mena@msbcrimlaw.ca
Subject: Re: CONFIDENTIAL - Outstanding Items

Rob,

I will try to meet with Mr. Learning this week to discuss the details you've requested. With respect to the records (bank drafts etc.) and bank statements already provided, my position is that Mr. Learning has satisfied his production obligations. If you disagree with this despite where we started, ended up, and are now, your counsel may wish to bring this before an Associate Judge to decide whether Mr. Learning has complied to the best of his ability and in satisfaction of obligations arising under ss. 163 and 164 of the BIA. To be clear, I will be seeking an Order for Costs in the event that the Trustee pursues additional litigation on the matter of Mr. Learning's undertakings.

On Wed, Mar 22, 2023 at 2:15 PM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:
Mena,

I am just follow up on my March 1st E-mail below. You had mentioned in your March 6th response that you were tied up in a trial until March 15th so please provide this information.

Rob

From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Monday, March 6, 2023 2:12 AM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; mena@msbcrimlaw.ca
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne M. Williams (lwilliams@tgf.ca) <lwilliams@tgf.ca>
Subject: Re: CONFIDENTIAL - Outstanding Items

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Hello,

I am away from my desk and have been unavailable to review your response due to an ongoing jury trial matter before the Honourable Justice Harris in Brampton that began February 06, 2023 and is scheduled to end March 15, 2023. I will review your response and respond to your concerns accordingly, if there are any more upon my review. My office provided you with voluminous records and information that had to be reviewed prior but also amidst this trial. In the interim, please specify which bank statements you are suggesting were not provided (include month, year, acct number, and institution).

If Ms. Williams would like to discuss the matter of an indemnification of costs being requested by your office (if that still is your position), which remains unaddressed, please schedule a time between March 15 and to March 21 for this conversation to take place.

Thank you

Mena Bastawrous
B.A.(hons), LL.B., LL.M.
Barrister & Solicitor

MSB Law | Criminal Defence

 | www.msbcrimlaw.ca

 | info@msbcrimlaw.ca

 | (647) 772-6280

 | (647) 982-3373

 | (416) 390-6011

 | [6 Ivan Road](#)

 | [Toronto, ON](#)

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From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Sent: Sunday, March 5, 2023 9:37:53 PM

To: Mena Bastawrous <msbcrimlaw@gmail.com>; mena@msbcrimlaw.ca <mena@msbcrimlaw.ca>

Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne M. Williams (lwilliams@tgf.ca) <lwilliams@tgf.ca>

Subject: RE: CONFIDENTIAL - Outstanding Items

Mena,

I am just following up on my note below.

Rob

From: Stelzer, Rob

Sent: Wednesday, March 1, 2023 10:25 PM

To: Mena Bastawrous <msbcrimlaw@gmail.com>; mena@msbcrimlaw.ca

Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne M. Williams (lwilliams@tgf.ca) <lwilliams@tgf.ca>

Subject: RE: CONFIDENTIAL - Outstanding Items

Mena,

We have reviewed the bank statements and other documents which you provided (an hour before Court) last week. We note that the documents include the missing bank statements for the BMO account ending in 543 (to accompany the statements previously provided for the BMO accounts ending in 236 and 543), an RBC account ending in 563, and a Scotiabank account ending in 827. Also included was a table called "Financial Analysis" which provided information on the transactions on the statements.

Unfortunately, the document productions still do not address the following undertakings from Mitchell's 163 examination:

- To provide all of Mr. Learning's bank statements for all of his bank accounts from June 2020 to present. Also, to identify which transactions represent money going to Aiden Pleterski or AP Private Equity, or any transaction where he received money from AP Private Equity or Aiden Pleterski.
- With respect to bank drafts, for Mr. Learning to identify which funds came from other people that were transferred to him, and then were also transferred to Aiden.
- To provide a list of all the people who invested with Aiden through Mr. Learning.

The issues are as follows:

- Bank Statements appear to be missing for both a Scotiabank and a CIBC account which are referenced in the Financial Analysis
- The Financial Analysis file is not complete and appears to have several errors:
 - a. In many instances, the Financial Analysis does not explain the identity of transactions on the statements.
 - i. For example, on March 15, 2021 the BMO 236 account shows a withdrawal for a bank draft for \$20,000 but the payee is not identified on the Financial Analysis – the total of all such unexplained disbursements is \$239,422.50.
 - ii. For example, on October 26, 2021 the BMO 236 account shows a receipt for \$120,000 but the payor is not identified on the Financial Analysis – the total of unexplained receipts is \$469,174.41.
 - b. The Financial Analysis omits certain receipts, for example a \$130,000 deposit on August 3, 2021 and a \$150,000 deposit on July 26, 2021 (both to the BMO 543 account).
 - c. The Financial Analysis includes money paid by Antonio Learning (Mitchell's father) but does not factor in the payments which Aiden Pleterski made back to Antonio (we know

such payments exist after reviewing Aiden's own bank statements). This has the effect of understating the amount Mitchell owes. The Trustee is not interested in Antonio Learning's banking records at this time and such transactions should not be included.

- d. We are unable to locate payments from certain investors who have provided the Trustee with support that they paid Mitchell Learning, for example, Oliver Ward and Monica Winn.
- e. The Financial Analysis does not explain the nature of the payments to certain parties who do not appear to be investors and why such payments relate to Aiden, for example:

- i. R+R Trail Motorsports

- ii. Paradise Development Homes Ltd.

- iii. Sentinel Risk

- iv. ReMax City Accord Realty Inc.

- v. Incline Management Consulting Services Inc.

- f. Two payments (totalling \$49,541) appear to have been mistakenly put in the "Deposits" column, when they were actually amounts paid to Aiden.

- g. The Financial Analysis is missing payments from Aiden to Mitchell totalling \$48,300.

- **The above noted concerns related to the Financial Analysis may explain why the Financial Analysis claims Mitchell is owes the estate approximately -\$36,000 whereas, in his examination, he claims to owe the estate approximately +\$170,000. Aiden's own bank records also show that Mitchell owes the estate money.**

Resolution

- We suggest a more practical approach would be for Mitchell to provide all statements and identify in the margin notes of such statements the:
 - a. payments to Aiden (or expenses incurred on behalf of Aiden and rationale for such expenses)
 - b. payments to investors (including the name of the investor)
 - c. receipts from Aiden
 - d. receipts from investors
- No banking information for Mitchell's father Antonio should be included – we are not interested in Antonio's banking records at this time
- Provide bank drafts or wire details in respect of the unidentified receipts (totalling \$469,174.41) and disbursements (totalling \$239,422.50) noted above
- Schedule a call directly with Jesse Cooper, copied, to review this information once provided.

We have been seeking this information from Mitchell since **October of last year**. We trust this information can be provided swiftly to minimize the costs the estate is incurring due to non compliance of these undertakings.

Rob

Rob Stelzer, CPA, CA, CIRP, LIT | Senior Vice President

Grant Thornton Limited
11th Floor | [200 King Street West | Toronto | ON | M5H 3T4](#)
T +1 416 607 8849 | F +1 416 360 4949
E Rob.Stelzer@ca.gt.com | W <http://www.grantthornton.ca/>

From: Mena Bastawrous <msbcrimlaw@gmail.com>

Sent: Tuesday, February 21, 2023 8:31 AM

To: Leanne Williams <lwilliams@tgf.ca>

Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Cooper, Jesse <Jesse.Cooper@ca.gt.com>;
mena@msbcrimlaw.ca

Subject: CONFIDENTIAL - Outstanding Items

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Good Morning,

Please see the following items per your email on 02-07-2023 attached as files to this email:

1. **MSB Law Mail** Email correspondence between Learning and BMO dated February 14, 2023, confirming the date his accounts were closed as August 31, 2022.

2. Scotia Bank Statements **543** - compressed folder.

3. Outstanding Bank Statements

a. RBC Statements **563**

RBC Statement **508** - E-Transfer in the amount of \$15,000.00. This Transfer on 03-15-2023 represents the only engagement between acct 508 and the Bankrupt and/or any investors;

b. Antonio Learning's **609** Account; Mr. Antonio Learning's Account is noted on the spreadsheet because it represents a portion of Learning's investment. I believe the same information was shared with the Trustee and those present during the meeting in September as well as in examination.

c. **Unnamed Scotiabank Account**; This information is not available to me. I would need to meet with my client to address this query.

d. **Unnamed CIBC Account** - This information is not available to me. I would need to meet with my client to address this query.

4. Password protected **Spreadsheet Unredacted** - this document is not to be shared with inspectors, per our agreement.

(pw will be sent in follow-up email to you, Csl).

See also **CONFIDENTIAL - Records**: copies of **wires, drafts, and cheques** provided per s.164 notice requirement.

Let me know if there is anything that needs to be addressed - otherwise please advise ASAP whether the Trustee still wishes to proceed with today's Motion for Production of the information provided in this email.

I will make myself available for any follow up questions you may have regarding the information provided. If you need to get a hold of me prior to commencing today's motion please feel free to reach out directly via phone call: 647-982-3373.

Thank you,

Mena

Email chain from April 27, 2023 to May 23, 2023

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Tuesday, May 23, 2023 11:32 AM
To: Mena Bastawrous <mena@msbcrimlaw.ca>; Leanne Williams <LWilliams@tgf.ca>
Subject: RE: Mitchell Learning [IMAN-CLIENT.FID165536]

Mena,

In February, when you provided records that partially addressed your client's undertakings an hour before the hearing, Justice Osborne directed that we needed to address costs related to your client's non-compliance with his undertakings from his October 11, 2022 examination. Leanne informed you on April 18, 2023 that the Trustee would be prepared to accept \$10,000 for such costs. On April 27, 2023, Leanne provided a Bill of Costs showing the rationale for this \$10,000 figure. You responded that same day suggested May 22, 2023 as a deadline to respond. Leanne responded to you, again on April 27, 2023, indicating that your approach and proposed deadline was not acceptable (attached is Leanne's E-mail to you). We then agreed on a date for costs and other matters to be addressed by the Court.

I thought Leanne's E-mail was clear and have been operating under the understanding that we did not come to an agreement on costs. I note that we have incurred significant costs in preparing for this application. You may raise this issue with the judge if you are of the view that Leanne's responding E-mail was unclear.

As communicated to you previously, the Trustee remains open to settling if an acceptable offer to settle all matters between your client and the estate is presented by your client.

Rob

From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Monday, May 22, 2023 8:31 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Leanne Williams <lwilliams@tgf.ca>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Mr. Stelzar and Counsel Williams,

Your offer was never revoked. We have accepted.

Thank you

Sent from [Outlook for iOS](#)

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Monday, May 22, 2023 7:52:27 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>; Leanne Williams <lwilliams@tgf.ca>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

Mena,

That offer is not available. In the last two weeks, we have incurred significant costs to prepare for May 30th court attendance. The trustee will only consider settlement offers which address all issues between your client and the bankruptcy estate.

Rob

Get [Outlook for Android](#)

From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Monday, May 22, 2023, 4:29 PM
To: Leanne Williams <lwilliams@tgf.ca>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Good afternoon,

Please be advised that my client accepts the Trustee's offer to settle costs outlined in your letter addressed to my Office as a total amount of \$10,000.

Thank you

On Fri, May 5, 2023 at 1:33 PM Leanne Williams <LWilliams@tgf.ca> wrote:

Mena,

Given that you are available on May 30th, we will contact the court office to book a one hour appointment with Justice Osborne to resolve all of the outstanding issues involving Mr. Learning.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Leanne Williams <LWilliams@tgf.ca>
Sent: Tuesday, May 2, 2023 10:35 AM
To: Mena Bastawrous <mena@msbcrimlaw.ca>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: RE: Mitchell Learning [IMAN-CLIENT.FID165536]

Mena,

Your timing works if we can deal with all of the issues surrounding Mitchell (including the payment back to the estate) during that time frame. Please confirm.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Monday, May 1, 2023 9:52 PM
To: Leanne Williams <LWilliams@tgf.ca>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

Counsel,

I provided you with my availability on April 27th.

Your suggestion that it is absurd to insist that my 22 year old client meets me in person in order to explain your 'with prejudice' offer to settle legal costs in a very complex bankruptcy matter is not a topic I am interested in debating. You have my dates and my consent to schedule a hearing on those dates in the event that my client - after having been advised by counsel - rejects your offer by the deadline I have suggested.

What is absurd is the suggestion that you do not know my availability and that you could schedule a hearing without knowing my availability after I've provided it to you.

You don't even know if my client will accept your offer or not. I would suggest waiting until Mr. Learning has had the opportunity to review and consider before trying to schedule a hearing for costs.

Thank you

On Mon, May 1, 2023 at 11:15 AM Leanne Williams <LWilliams@tgf.ca> wrote:

Mena,

I am following up on my email below. Please provide reasonable dates for a short virtual hearing with Justice Osborne. Alternatively, we will have no alternative but to request dates from the Court office without knowing your availability.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Leanne Williams <LWilliams@tgf.ca>
Sent: Thursday, April 27, 2023 5:14 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>
Cc: Stelzer, Rob <rob.stelzer@ca.gt.com>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

Mena,

That is not acceptable. This is a simple \$10k cost award which you had via email several days ago. It is absurd to think that an offer cannot be communicated in any way other than in a formal letter or that all discussions in respect of same need to be conducted in person. As Justice Osborne advised you at the hearing, he is not prepared to delay this. Please provide more reasonable dates. Thanks.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Thursday, April 27, 2023 4:53:09 PM
To: Leanne Williams <LWilliams@tgf.ca>
Cc: Stelzer, Rob <rob.stelzer@ca.gt.com>
Subject: Re: Mitchell Learning [IMAN-CLIENT.FID165536]

Good afternoon,

I will review your attached offer which, represents the first formal offer presented by the Trustee for my client to consider. In any event it is my practice to meet with my client in-person to review, explain and advise on any written offer received and this cannot be done until first week of May. I would ask for 10 working days for my client to consider his position and your offer. A looming deadline for an offer just received could very well impact my client's ability to make the right decision for him after being legally advised by myself and should he wish, a second opinion. I am suggesting a May 22 deadline for a formal response to this offer.

With respect to my availability for a hearing which I only consent to scheduling in the event that my client does not respond by the suggested deadline - please see dates below. In the alternative, you have my consent to scheduling a date to discuss costs in the event that my client refuses your offer upon receiving your written undertaking that the hearing will be vacated in the event that my client does accept the Trustee's offer to settle.

May 28, 2023

May 29, 2023

May 29, 2023

May 30, 2023

May 31, 2023

Thank you,

Sent from [Outlook for iOS](#)

From: Leanne Williams <LWilliams@tgf.ca>
Sent: Thursday, April 27, 2023 2:25:45 PM
To: Mena Bastawrous <mena@msbcrimlaw.ca>
Cc: Stelzer, Rob <rob.stelzer@ca.gt.com>
Subject: Mitchell Learning [IMAN-CLIENT.FID165536]

Mena,

Further to your voice message and at your request, we attach a with prejudice offer to settle the issue of costs for \$10,000. As you are aware, Justice Osborne directed us to attend before him on a short virtual chambers appointment if we could not settle the cost amount. We are attempting to do what the Court has directed us to do by booking such a date as your client has not agreed to our proposal. Again, if you do not provide dates when you are available for a short virtual hearing, we will have no alternative but to request a date from the Court without your input. We don't want to do that if it can be avoided.

If your client would like to propose an alternate cost award, they are free to do so, but the Trustee is not prepared to accept a lower amount unless it is conjunction with a settlement of the total amount to be

paid by Mr. Learning. Any such offer will be considered by the Trustee but must come from Mr. Learning. The Trustee's position is set out in the Third Report of the Trustee dated March 14, 2023. Notwithstanding that the Trustee has had discussions with Mr. Learning since September 2022, no offer has come from Mr. Learning during the 8 months hence. The Trustee's position is that unless Mr. Learning makes an offer to the Trustee, there is nothing to discuss that has not already been discussed. This cannot drag on indefinitely and the Inspectors have lost patience.

Please provide your availability for a short virtual hearing.

Leanne



Leanne M. Williams | | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | | Suite 3200, TD West Tower, [100 Wellington Street West](#), P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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Email chain from April 26, 2023 to April 27, 2023

From: Leanne Williams
Sent: Thursday, April 27, 2023 12:54 PM
To: 'Mena Bastawrous' <mena@msbcrimlaw.ca>
Subject: RE: Confidential and Privileged [IMAN-CLIENT.FID165536]

Mena,

Attached is our Bill of Costs which does not include the additional time spent by the Trustee. As you can see, our offer of \$10k is a substantial discount from the actual costs incurred, even on a partial indemnity basis. The Trustee is not prepared to entertain a less cost award unless it is in conjunction with an agreeable global settlement. The Trustee is always open to settling matters with Mr. Learning, but this matter has dragged on for many months and the Trustee needs to proceed with administering the estate. We have asked several times for your availability for a short virtual hearing before Justice Osborne to settle the issue of costs and schedule the hearing to determine his liability to the estate. Please provide your availability so that the Court time can be booked in the event that matters are not settled in the meantime. In the event that you fail to provide your availability, we will have no alternative but to attend before His Honour in your absence.

Leanne

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

BILL OF COSTS OF GRANT THORNTON LIMITED

April 26, 2023

Thornton Grout Finnigan LLP
100 Wellington Street West – Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: 416-304-1616

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca

Rachel Fielding (LSO# 72211S)
Email: rfielding@tgf.ca

Lawyers for Grant Thornton Limited, in its
capacity as Trustee in Bankruptcy of the Estates
of AP Private Equity Limited and Aiden
Pleterski

TO: **MENA BASTAWROUS**
8 The Esplanade Suite 2705
Toronto, ON, M5E 0A6

Tel: (647) 772-6280
Email: msbcrimlaw@gmail.com

Lawyer for Mitchell Learning

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF

**AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

BILL OF COSTS OF GRANT THORNTON LIMITED

AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS

Category	Name	Time	Actual	Partial
Undertakings: Communications with counsel regarding undertakings, review of productions provided by counsel, internal discussions.	Leanne Williams	2.70	\$2,146.50	\$1,287.90
	Rachel Fielding	5.40	\$2,700.00	\$1,620.00
	Sub-total		\$4,846.50	\$2,907.90
Case Conference – January 16, 2023: Communications with counsel, communications with client, internal communications, communications with court, preparation of Aide Memoire, prepare for and attend Case Conference.	Leanne Williams	3.70	\$2,941.50	\$1,764.90
	Deborah Palter	0.20	\$170.00	\$102.00
	Rachel Fielding	2.50	\$1,250.00	\$750.00
	Sub-total		\$4,361.50	\$2,616.90
Contempt and Production Motion – February 21, 2023: Communications with counsel, communications with client,	Leanne Williams	6.70	\$5,326.50	\$3,195.90
	Deborah Palter	6.50	\$5,525.00	\$3,315.00

Category	Name	Time	Actual	Partial
internal communications, commence preparation of Notice of Motion, Affidavit, Order, Factum, attending to relevant research projects.	Rachel Fielding	25.20	\$12,600.00	\$7,560.00
	Alexander Overton	21.50	\$8,600.00	\$5,160.00
	Roxana Manea	0.60	\$195.00	\$117.00
	Sub-total		\$32,246.50	\$19,347.90
Case Conference – January 26, 2023: Communications with counsel, communications with client, internal communications, communications with court, prepare for and attend Case Conference.	Leanne Williams	1.90	\$1,510.50	\$906.30
	Roxana Manea	0.60	\$195.00	\$117.00
	Sub-total		\$1,705.50	\$1,023.30
Sub-total Fees			\$43,160.00	\$25,896.00
HST on Fees			\$5,610.80	\$3,366.48
Disbursements Notice of Motion			\$339.00	\$339.00
Total			\$49,109.80	\$29,601.48

STATEMENT OF EXPERIENCE

A claim for fees is being made with respect to the following lawyers:

Name	Year of Call	Actual Rate	Partial Rate
Deborah Palter	1994	\$850.00	\$510.00
Leanne Williams	1999	\$795.00	\$477.00
Rachel Fielding	2017	\$500.00	\$300.00
Alexander Overton	2022	\$400.00	\$240.00
Bobbie-Jo Brinkman	Law Clerk	\$325.00	\$195.00
Roxana Manea	Law Clerk	\$325.00	\$195.00

**IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP
PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario**

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

BILL OF COSTS

Thornton Grout Finnigan LLP
100 Wellington Street West – Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: 416-304-1616

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca

Rachel Fielding (LSO# 72211S)
Email: rfielding@tgf.ca

Lawyers for Grant Thornton Limited, in its capacity as
Trustee in Bankruptcy of the Estates of AP Private Equity
Limited and Aiden Pleterski

From: Mena Bastawrous <mena@msbcrimlaw.ca>
Sent: Wednesday, April 26, 2023 1:05 AM
To: Leanne Williams <LWilliams@tgf.ca>
Subject: Confidential and Privileged

Counsel,

Please advise as to your availability for a phone call to discuss the offer of \$10000 to settle costs. There's something very wrong with a lawyer being harassed by a trustee to accept an offer that was communicated in no formal manner.

Additionally, It is not my practice to litigate or negotiate by email.

I trust you will respect my wishes on both above .

Mena

--

Mena Samuel Bastawrous
Barrister & Solicitor

MSB | LAW



| www.msbcrimlaw.ca



| mena@msbcrimlaw.ca



| (647) 772-6280



| (647) 982-3373



| (416) 391-6011



| 6 Ivan Rd



| Toronto ON, M1C1V2

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Appendix “C”

Court File No. BK-22-00208582-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETESKI AND AP PRIVATE EQUITY LIMITED

Cost Estimate

BN 12738 4717 RT0001

Date	Full Name	Time	Detail
30-May-23	Rob Stelzer	1.1	Preparation for and attend M Learning court hearing.
	Leanne Williams	3.3	Prepare for and attend hearing, telephone call with R. Stelzer regarding same; review endorsement; emails regarding same; emails in respect of affidavit of service;
5-June-23	Leanne Williams	0.2	Emails in respect of timing of delivery of Learning materials;
6-June-23	Leanne Williams	0.2	Emails with M. Bastawrous and R. Stelzer regarding failure to file materials;
7-June-23	Leanne Williams	0.2	Emails with R. Stelzer and M. Bastawrous regarding timing of delivery of materials;
8-June-23	Rob Stelzer	5.1	E-mail with L Williams; Prepare Fourth Report supplement and appendices; Discussion with L Williams; E-mails M Bastawrous.
	Leanne Williams	5.6	Emails with M. Bastawrous regarding timing of delivery of materials; emails with R. Stelzer regarding same; review and revise Supplemental Fourth Report; telephone call with R. Stelzer to finalize Supplemental Report; finalize and serve same;
12-June-23 (estimate)	Rob Stelzer	1	M Learning court hearing.
12-June-23	Leanne Williams	1.5	Prepare for and attend application

R. Stelzer, Partner @ Grant Thornton: 7.2 hours @ \$640 = \$4,608
L. Williams, Partner @ Thornton Grout Finnigan: 11 hours @ \$795 = \$8,745

Pre-Tax Estimate \$13,353.00
HST \$1,735.89
Total Estimate \$15,088.89

Appendix “D”

From: Mena Bastawrous <mena@msbcrimlaw.ca>

Sent: Tuesday, June 6, 2023 6:00:28 PM

To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Subject: Re: Endorsement for GRANT THORNTON LIMITED AND AIDEN PLETESKI v. LEARNING - May 30 2023

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Hello,

Thanks for forwarding the email. I am working diligently to get the materials filed. I was without power for two days due to last weeks hail storm. Additionally, I had a bail review scheduled for the morning of the last hearing that was not heard as a result of the hearing. That cost me two additional full days in court which, has left me with virtually no time to respond and file the appropriate material. My intention is still to respond and serve the materials to your office as soon as possible.

On Tue, Jun 6, 2023 at 9:34 AM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Mena,

I am just forwarding Leanne's E-mail below to your other E-mail address. We have not heard from you since our May 30th hearing and you did not send us responding materials by the agreed upon deadline of yesterday.

Rob

From: Leanne Williams <LWilliams@tgf.ca>

Sent: Tuesday, June 6, 2023 8:25 AM

To: Mena Bastawrous <msbcrimlaw@gmail.com>

Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Subject: Re: Endorsement for GRANT THORNTON LIMITED AND AIDEN PLETESKI v. LEARNING - May 30 2023

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Mena,

As you are very aware, you were required to filing your responding materials to the Trustee's application by June 5th. As you have not done so, we will assume that you do not intend to file responding materials and we will proceed accordingly.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | | Suite 3200, TD West Tower, [100 Wellington Street West](#), P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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From: Mena Bastawrous <msbcrimlaw@gmail.com>

Sent: Tuesday, May 30, 2023 1:20:13 PM

To: Fernandez, Carina (MAG) <Carina.Fernandez2@ontario.ca>; Leanne Williams <LWilliams@tgf.ca>

Subject: Re: Endorsement for GRANT THORNTON LIMITED AND AIDEN PLETESKI v. LEARNING - May 30 2023

Hello,

Acknowledging receipt of your email.

Thank you

Mena Bastawrous
B.A.(hons), LL.B., LL.M.
Barrister & Solicitor

MSB Law | Criminal Defence

 | www.msbcrimlaw.ca

 | info@msbcrimlaw.ca

 | (647) 772-6280

 | (647) 982-3373

 | (416) 390-6011

 | [6 Ivan Road](#)

 | [Toronto, ON](#)

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From: Fernandez, Carina (MAG) <Carina.Fernandez2@ontario.ca>
Sent: Tuesday, May 30, 2023 12:45:57 PM
To: Lwilliams@tgf.ca <Lwilliams@tgf.ca>; msbcrimlaw@gmail.com <msbcrimlaw@gmail.com>
Subject: Endorsement for GRANT THORNTON LIMITED AND AIDEN PLETESKI v. LEARNING - May 30 2023

Good Afternoon,

On behalf of Justice Osborne, please find attached Endorsement dated May 30, 2023, in the above-noted matter. Kindly provide a copy of this email and attachment(s) to relevant parties and that were not included on this email.

Please confirm receipt of this email. Thank you.

Regards,

Carina Fernandez

Court & Client Representative

Ministry of the Attorney General | Superior Court of Justice

[330 University Ave | Toronto, ON M5G 1R8](#)

E: carina.fernandez2@ontario.ca

Appendix “E”

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: Thursday, June 8, 2023 5:46 PM
To: Mena Bastawrous <msbcrimlaw@gmail.com>
Cc: Leanne Williams <LWilliams@tgf.ca>
Subject: RE: Consent to Late Filing [IMAN-CLIENT.FID165536]

Mena,

I'm just adding Leanne to this chain. I'm not sure there is much utility to having a call though I would agree to it if your client was to join.

Any reasonable proposal would have to be received before the end of the day tomorrow and pay estate very quickly given the lack of trust and missed deadlines over the past 7 months. The quantum would have to be significant given the costs and time spent.

Rob

From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Thursday, June 8, 2023 5:21 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: Consent to Late Filing [IMAN-CLIENT.FID165536]

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Rob,

Unfortunately I share the same sentiment. No excuses, I had to sign an "against medical advice" acknowledgement when paramedics came to my home (they were not called by me) and I refused to go to the hospital. It's a permanent record so I can get that for you if you want but I'd rather focus my energy and efforts on resolving this for Learning. I'm available for a quick call to discuss quantum and timeline which would expedite getting you a formal proposal.

On Thu, Jun 8, 2023 at 5:10 PM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Mena,

I am disappointed with you raising additional excuses so soon before Monday's hearing and your failure to file materials. Given all of the excuses and delays over the past 7 months, trust is very low.

As the Trustee has repeatedly advised, we will consider any settlement proposal which deals with all matters between the estate and Mr. Learning. We have yet to receive any proposal from you. If you want a proposal to be considered by the Trustee to settle all of the matters before the Court on Monday morning, it would have to be provided by tomorrow in order to allow us time to consider it.

Rob

From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Thursday, June 8, 2023 3:42 PM
To: Leanne Williams <lwilliams@tgf.ca>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: Consent to Late Filing [IMAN-CLIENT.FID165536]

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

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Thank you for the update.

I am still working on materials. I understand your position and don't expect you to make any exceptions for me but Ive been putting off having an emergency surgery I was supposed to have when I returned early last month for weeks now to avoid any lengthy delays as I anticipated the Trustee would have taken issue with that but I should be recovering from that surgery right now and instead I am responding to the application brought by the Trustee fighting the chronic pain that will not stop until the surgical repair.

We would have had all matters resolved if the Trustee was agreeable to having discussions in good faith..

Is there any point in pushing to get a settlement proposal to you at this time? If it's not going to be considered at this point I would appreciate a heads up as a courtesy.

Thank you

On Thu, Jun 8, 2023 at 12:54 PM Leanne Williams <LWilliams@tgf.ca> wrote:

Mena,

We have been advised by the Court that there is no requirement to gown for Monday's hearing.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Leanne Williams <LWilliams@tgf.ca>
Sent: Thursday, June 8, 2023 8:29 AM
To: Mena Bastawrous <msbcrimlaw@gmail.com>
Cc: Stelzer, Rob <rob.stelzer@ca.gt.com>
Subject: Re: Consent to Late Filing [IMAN-CLIENT.FID165536]

Mena,

Again, you have missed the deadline set by our indulgence. Given the timing of the hearing, the Trustee is not prepared to consent to the filing of your materials.

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | www.tgf.ca

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From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Wednesday, June 7, 2023 9:18:07 PM
To: Leanne Williams <LWilliams@tgf.ca>
Subject: Re: Consent to Late Filing [IMAN-CLIENT.FID165536]

Leanne,

Understood.

Thank you for your response

On Wed, Jun 7, 2023 at 1:30 PM Leanne Williams <LWilliams@tgf.ca> wrote:

Mena,

It is unfortunate that you did not reach out prior to the Court-ordered time to file your materials to advise that they would be late and request an indulgence. This is a pattern of missed deadlines. Your indulgence request is one day prior to the Trustee's requirement to deliver its responding materials. The Trustee is prepared to grant the indulgence on the condition that the same indulgence is granted to the Trustee. We also require that the materials be provided before tomorrow to allow the Trustee the opportunity to review and respond in time for its responding materials to be filed and reviewed by Justice Osborne prior to Monday's hearing. In addition, the Trustee reserves its right to advise the Court of this issue in its request for costs.

Leanne



Leanne M. Williams | | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | | Suite 3200, TD West Tower, [100 Wellington Street West](#), P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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From: Mena Bastawrous <msbcrimlaw@gmail.com>
Sent: Wednesday, June 7, 2023 1:06 PM
To: Leanne Williams <LWilliams@tgf.ca>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Consent to Late Filing

Good afternoon,

As you are aware, responding materials have not been filed yet. At this time I am kindly asking for your consent to file materials. I anticipate being able to submit tomorrow. I will also be presenting a settlement proposal to the Trustee in hopes of resolving all outstanding financial matters between the Trustee and my client.

Mena Bastawrous
B.A.(hons), LL.B., LL.M.
Barrister & Solicitor

MSB Law | Criminal Defence

 | www.msbcrimlaw.ca
 | info@msbcrimlaw.ca
 | (647) 772-6280
 | (647) 982-3373
 | (416) 390-6011
 | [6 Ivan Road](#)
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IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

SUPPLEMENT TO FOURTH REPORT

Thornton Grout Finnigan LLP
100 Wellington Street West – Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Tel: 416-304-1616

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca

Lawyers for Grant Thornton Limited, in its capacity as
Trustee in Bankruptcy of the Estates of AP Private Equity
Limited and Aiden Pleterski