

**CITATION:** *Torabi v. Brookfield*, 2025 ONSC 784  
**COURT FILE NO.:** CV-19-00621116-0000  
**DATE:** 20250214

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** *Faranak Toloetakmil Torabi v. Brookfield Residential (Ontario) Limited*

**BEFORE:** Associate Justice Rappos

**COUNSEL:** *Emilio Bisceglia and Adriana Di Biase*, for the Plaintiff

*Neil Wilson*, for the Defendant

**HEARD:** January 19, April 26, May 10, May 24, and June 5, 2024

**REASONS FOR DECISION**

**Overview**

[1] The Plaintiff agreed to purchase a home to be constructed by the Defendant in a new development planned in Aurora, Ontario. The sale did not close on the closing date. The Defendant says it was ready, willing, and able to close the transaction, and that the Plaintiff was not and defaulted under the sale agreement. As a result, the Defendant terminated the sale agreement, claimed forfeiture of all sums paid to it by the Plaintiff, and reserved its right to seek to recover losses sustained because of the Plaintiff's default.

[2] The Plaintiff commenced this action seeking: (i) repayment of deposits, upgrades and all other funds paid to the Defendant (approximately \$230,000); (ii) damages of \$1.0 million for negligent and/or fraudulent misrepresentation, undue influence, and bad faith; and (iii) punitive and exemplary damages of \$100,000.

[3] During a continued examination for discovery, a representative of the Defendant indicated that it may have made offers to purchasers in the development to "walk away" from their deals and have their deposits returned and their sale agreements terminated. Such a "Walk Away Offer" was not made to the Plaintiff. The Defendant's representative also confirmed that the Defendant had put a pause on the development prior to the Plaintiff's closing date (the "**Development Pause**"), with construction expected to re-start after the Plaintiff's closing date.

[4] The Plaintiff brings a motion for leave to amend her statement of claim in connection with the Walk Away Offers and the Development Pause. The Plaintiff argues that the proposed amendments arise out of new information learned in January 2023, are relevant to the legal and factual issues in the action, and are necessary for a proper and fair adjudication of this matter. The Plaintiff also argues that the Defendant will suffer no prejudice if leave to amend is granted.

[5] If the amendments are permitted, the Plaintiff also asks that the Defendant deliver a further and better affidavit of documents, answer refused questions, and have a representative re-attend for examination if requested by the Plaintiff.

[6] The Defendant argues that the motion should be dismissed since the proposed amendments raise new causes of action for which the limitation period has expired, and the new causes of action are *prima facie* unmeritorious. It also argues that the refused questions do not need to be answered, as they are irrelevant, disproportionate, and untimely.

### **Legal Principles Regarding the Amendment of Pleadings**

[7] Rule 26.01 of the *Rules of Civil Procedure* provides that, on a motion at any stage of an action, the court “*shall* grant leave to amend a pleading on such terms as are just, unless prejudice would result that could not be compensated for by costs or an adjournment” (*emphasis added*).

[8] The principles regarding pleading amendment motions may be summarized as follows:

- (a) leave to amend should be denied only in the clearest of cases, when it is plain and obvious there is no tenable cause of action, the proposed pleading is scandalous, frivolous, or vexatious, or there is non-compensable prejudice to the defendants;<sup>1</sup>
- (b) an amendment will not be permitted if it raises an issue that is *prima facie* unmeritorious or would have been struck if pleaded originally;<sup>2</sup>
- (c) the responding party has the onus of showing prejudice under rule 26.01;<sup>3</sup>
- (d) the proposed amendments must be considered and understood in the context of the existing pleadings;<sup>4</sup>
- (e) it is necessary to read the original statement of claim generously in favour of the proposed amendment, and with some allowance for drafting deficiencies;<sup>5</sup>
- (f) the court must determine whether the existing pleading already contains the factual matrix to support any claim to which the proposed amendment relates, or whether the amendment seeks to put forward additional facts that are necessary and material to a new and different claim;<sup>6</sup>

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<sup>1</sup> *Fernandez Leon v. Bayer Inc.*, 2023 ONCA 629, para. 5.

<sup>2</sup> *McConnell v. Fraser*, 2020 ONSC 6649, para. 23.

<sup>3</sup> *Haikola v. Arasenu*, 27 O.R. (3d) 576, 1996 CarswellOnt 259 (C.A.), para. 3.

<sup>4</sup> *Di Filippo v. Bank of Nova Scotia*, 2024 ONCA 33 [“*Di Filippo*”], para. 24.

<sup>5</sup> *Klassen v. Beausoleil*, 2019 ONCA 407, para. 30.

<sup>6</sup> *Polla v. Croatian (Toronto) Credit Union Limited*, 2020 ONCA 818 [“*Polla*”], para. 37.

- (g) the expiry of a limitation period in respect of a proposed new claim is a form of non-compensable prejudice, where leave to amend to assert the claim will be refused;<sup>7</sup>
- (h) it is the pleadings of the facts that is key. If a statement of claim pleads all the necessary facts to ground a claim on more than one legal basis, and the original statement of claim only asserts one of the legal bases, the statement of claim can be amended more than two years after the claim was discovered to assert another legal basis for a remedy arising out of the same facts;<sup>8</sup>
- (i) a cause of action is a factual situation the existence of which entitles one person to obtain from the court a remedy against another person;<sup>9</sup>
- (j) a new cause of action is not asserted if the amendment pleads an alternative claim for relief out of the same facts previously pleaded and no new facts are relied upon, or amount simply to different legal conclusions drawn from the same set of facts, or simply provide particulars of an allegation already pled or additional facts upon which the original right of action is based;<sup>10</sup> and
- (k) an amendment will be refused when it seeks to advance, after the expiry of a limitation period, a fundamentally different claim based on facts not originally pleaded.<sup>11</sup>

[9] Where a limitation period has run its course, allowing or disallowing the amendment depends upon whether the allegations of the proposed amendment arise out of the already pleaded facts, in which case the amendment will be allowed, but if they do not the amendment will be refused. An amendment of a statement of claim to assert an alternative theory of liability or an additional remedy based on facts that have already been pleaded in the statement of claim does not assert a new claim for the purposes of section 4 of the *Limitations Act, 2002*.<sup>12</sup>

### **Analysis**

[10] The starting point is to consider the substance of the Plaintiff's claim before she sought the pleadings amendment (i.e. what acts or omissions that would give rise to the Defendant's liability were already at issue in the action?). The Court must then determine whether the existing pleading already contains the factual matrix to support any claim to which the proposed amendment relates,

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<sup>7</sup> *Polla*, para. 32.

<sup>8</sup> *Di Filippo*, para. 40.

<sup>9</sup> *Polla*, para. 33; *1100997 Ontario Limited v. North Elgin Centre Inc.* [“*North Elgin*”], para. 19.

<sup>10</sup> *North Elgin*, para. 20 and *Polla*, para. 34, citing with approval from Paul M. Perell & John W. Morden, *The Law of Civil Procedure in Ontario*, 4th ed. (Toronto: LexisNexis Canada, 2020), at pp. 220-21.

<sup>11</sup> *North Elgin Centre Inc.*, paras. 22-23.

<sup>12</sup> *Di Filippo*, para. 41.

or whether the amendment seeks to put forward additional facts that are necessary and material to a new and different claim.<sup>13</sup>

### *Existing Pleadings*

[11] I have reviewed the statement of claim issued on June 3, 2019 generously and with allowance for drafting deficiencies.

[12] The two primary causes of action alleged in the claim are the torts of negligent misrepresentation and fraudulent misrepresentation. The Plaintiff alleges that the Defendant made the following representations to her orally and/or in marketing material:

- (a) that it was building a development with 42 houses, with 19 homes on the north side and 23 homes on the south side of the development;<sup>14</sup>
- (b) that the development was to be a “community” of family residences, and community members would share common elements, with the common elements to form a condominium corporation with condominium expenses;
- (c) that there were only a few unsold lots left in the development, and the majority of the lots had been sold; and
- (d) that the lot that the Plaintiff eventually purchased was the only lot available for sale on the north side, and that the lot would be surrounded by other houses and streets.

[13] The Plaintiff alleges that she relied on these representations where she entered into the sale agreement.

[14] The Plaintiff asserts that she visited the development in September 2018, about six months prior to the closing date, and was “shocked and dismayed” that there were only two (2) homes built on the north side of the development instead of the 19 represented by the Defendant.

[15] The Plaintiff did not close the purchase of the home from the Defendant. She alleges that the Defendant failed to promptly and efficiently, or at all, build a community, which it had represented it would do. She says she relied on the negligent, reckless, and/or fraudulent misrepresentations of the Defendant, and would not have entered into the sale agreement if she knew the house was not going to be part of a community at closing.

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<sup>13</sup> *Polla*, para. 37.

<sup>14</sup> This information was subsequently confirmed in the condominium Declaration and budget provided by the Defendant, which showed that there would be 42 parcel owners/units in the development.

[16] In addition to the claim of misrepresentation, the Plaintiff also seeks a return of all the amounts she paid to the Defendant, together with damages due to the Defendant's bad faith conduct and undue influence it exerted on her when she entered into the sale agreement.

[17] Although not specifically referenced in the statement of claim, when read generously, I believe that the Plaintiff is claiming that the Defendant breached the duty of honest performance in terminating the sale agreement and retaining her funds, and that she is entitled to damages and return of the funds as a result of this breach. This can be seen in her allegation that it would be unconscionable and against public policy to allow the Defendant to benefit from the sale agreement that she signed based on the Defendant's misrepresentations. As well, she says the taking of the funds is evidence that the Defendant's behaviour was high handed and justifies an award of exemplary and punitive damages.

[18] With respect to undue influence, the Plaintiff alleges that the Defendant pressured her to enter into the sale agreement when she attended at the Defendant's presentation center, knew or ought to have known that she has limited knowledge of the English language and that she trusted and relied on their representations, and that they knew or ought to have known she did not obtain legal advice and did not provide her with an opportunity to obtain such advice.

#### *Proposed Amendments*

[19] The proposed Amended Statement of Claim has 21 new paragraphs, 12 of which deal with the Development Pause, seven (7) of which deal with the Walk Away Offers, and two (2) which deal with both. The Plaintiff also proposes to amend her prayer for relief to include "fundamental breach" as a basis for which she is seeking damages from the Defendant.

[20] The Plaintiff argues that the amendments simply provide particulars of allegations already pled in the claim, simply provide additional facts upon which the existing causes of action in the claim are based, do not raise a new cause of action, and/or seek alternative relief out of the same or similar set of facts already pleaded.

#### *Proposed Amendments – Development Pause*

[21] When looking at the facts pled in the statement of claim and the causes of action (negligent and/or fraudulent misrepresentation, breach of duty of good faith contract performance, and undue influence), I do not see how the proposed amendments with respect to the Development Pause are anything other than new facts and new causes of action.

[22] The Development Pause amendments contain the following facts:

- (a) the Defendant unilaterally put a pause on the development, which delayed the construction of the Purchaser's property and the construction of the community;

- (b) the Defendant failed to notify the Purchaser of the Development Pause, and intentionally, actively and/or wrongfully concealed the Development Pause from the Purchaser;
- (c) the Defendant failed to construct and complete a dwelling in accordance with the specifications for the property in the sale agreement; and
- (d) the Defendant constructed an uninhabitable property for the Purchaser.

[23] The Plaintiff repeatedly argues that the amendments arise from new facts learned in January 2023. However, she also argues that the amendments simply expand upon existing facts and causes of action contained in the original statement of claim. She points to references in the statement of claim that the closing date was extended a number of times, including the last extension that she says she did not receive notice of from the Defendant, and the delay in the construction of the development.

[24] In my view, even read generously, the facts contained in the Development Pause amendments summarized above go beyond the factual matrix pled in the original statement of claim and constitute new facts that the Plaintiff wishes to rely on in her action. She is now pleading substantially different facts, such as that her house was uninhabitable and contrary to the terms of the sale agreement. Such facts are nowhere to be found in the original statement of claim.

[25] In terms of causes of action, I read the Development Pause amendments to contain the following causes of action: (a) fundamental breach of the sale agreement through a material change to the terms of the agreement which the Plaintiff did not consent to or accept; (b) breach of the Defendant's actual and/or implied obligations pursuant to the sale agreement, including obligations to comply with rules, policies and procedures with Tarion; (c) breach of certain statutes; and (d) breach of a schedule to the sale agreement regarding construction of the dwelling.

[26] Again, even read generously, I do not see the original statement of claim containing any of these causes of action. At its core, the statement of claim contains claims in tort for negligent and/or fraudulent misrepresentation, and breach of the duty of good faith in how the Defendant terminated the sale agreement. The Development Pause amendments go way beyond these causes of action and establish fresh new contractual and statutory claims.

[27] As I have found that the Development Pause amendments contain new facts and causes of action, the next step is to determine whether, as alleged by the Defendant, a limitation period has expired with respect to such causes of action.

[28] On September 28, 2018, the Plaintiff e-mailed a representative of the Defendant and stated that she was shocked that this was a "barren area" and that it was "a jungle without any other neighbors!" She noted that she had "purchased this house to be located in a residential community in which we can feel safe and a part of a community!" The Plaintiff ended the e-mail stating that "this isn't still a residential area and we are not going to close the house under this circumstance".

[29] In response, on October 5, 2018, a customer care representative for the Defendant sent a responding e-mail to the Plaintiff and noted that “the home and lot that you purchased will be completed with some outstanding seasons items and balance of homes will fill in over time” and that “with the pause to build out model homes and catch up with our initial construction program, our construction and sales program will restart early in 2019.”

[30] This October 5, 2018 e-mailed noted that there had been a “pause” and that the Defendant had to “catch up” with its initial construction program, which would restart in early 2019. The sale agreement was scheduled to close on February 21, 2019.

[31] This e-mail was included in the Plaintiff’s affidavit of documents sworn July 17, 2020.

[32] The issue of the Development Pause was canvassed by the Plaintiff’s former counsel when the Defendant’s representative was first examined on August 20, 2020. During the examination, counsel asked the following questions about the October 5, 2018 e-mail:

453. Q. Okay. It says here, "With a pause to build a model home and catch up with our initial construction program, our construction and sales program will restart in early 2019. Why was construction put on pause?"

A. Why was it put on pause? Again, I think she might be referring to the north because we focused our efforts on completing the south. Again, I didn't write this -- this e-mail but I'm just inferring from what she's written here.

454. Q. She said that construction and sales program will restart early in 2019. This e-mail was sent in October. Early 2019 implies January, a few months later. Why was Brookfield waiting a few months to start building and selling again?

A. Well, I think we –

455. Q. Why not just do it at that time?

A. -- I think we continued on with the construction of the three homes through early part of '19. I think on the balance of homes we waited until frost cleared and then initiated in, my guess is May. But again, I don't -- I don't oversee construction. I'm assuming that was probably their – their approach.

458. Q. I just wanted -- you told me that there were only two houses built in September 2018 and there was a third one in Lot 16 that was underway. There was a pause, construction was put on hold, and you were only going to start selling and building houses after the frost cleared and most likely in May. Then I just asked you would you consider those two houses to form a community.

THE DEPONENT: I don't know.

...

Q. It is because she advised my client. She gave information which is very relevant to this lawsuit. She's said that there was a pause on building model homes, they're catching up with their initial construction program and that failed. We're going to restart in early 2019, so, that's why it's relevant. She gave information --

[33] Additionally, during the continued examination of the Defendant's representative held on January 27, 2023, the Plaintiff's current counsel continued to ask questions regarding the October 5, 2018 e-mail:

142. Q. I'm talking about that second paragraph, "With the pause to build out model homes and catch up with our initial construction program." Why were you catching up with the initial construction program? Is it fair to say that you were delayed?

A. I think that's a fair statement. Whether that was through approval or pulling permits, something obviously impacted our initial timelines.

143. Q. Do you recall what the variety of reasons were that you chose to stagger the construction of the various lots? You say here, "For a variety of reasons, we chose to stagger our program." Can you advise me as to what those reasons would be?

A. Well, I think because we had to pause, right? So, we focused on building out the south initially and then proceeded on with the north, but it took longer than we had expected based on our original forecasts.

144. Q. When you say you had the pause, why did you have that initial pause?

A. "With a pause to build out model homes." There could have been delays in terms of getting approvals or finalizing colour selections. At the time, we were also going through - this is 2018 - we were going through a market correction adjustment. There was challenges with materials and supply chain, so ---

145. Q. Can you ---

A. A variety of reasons.

146. Q. Are you certain those are the reasons or are you guessing that those would be the reasons?

A. Those were several reasons that were at play in 2018.

[34] The basic limitation period is that a proceeding shall not be commenced after two years from the day which the claim was discovered.<sup>15</sup> A claim is discovered on the earlier of,

- (a) the day on which the person with the claim first knew,
  - (i) that the injury, loss or damage had occurred,
  - (ii) that the injury, loss or damage was caused by or contributed to by an act or omission,
  - (iii) that the act or omission was that of the person against whom the claim is made, and
  - (iv) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it; and
- (b) the day on which a reasonable person with the abilities and in the circumstances of the person with the claim first ought to have known of the matters referred to in clause (a).<sup>16</sup>

[35] The evidence before me is that the issue of a Development Pause was first mentioned to the Plaintiff on October 5, 2018 in the email. The e-mail was known to the Plaintiff, as it was disclosed as part of her affidavit of documents sworn July 17, 2020, and her counsel asked questions of the Defendant's representative on August 20, 2020. During the examination, the Defendant undertook to provide any correspondence regarding the October 5, 2018 exchanged by two of the Defendant's employees. This was produced on February 12, 2021.

[36] I have reviewed the answer to the undertaking, and none of the emails provided any new information regarding the Development Pause.

[37] Based on this evidence, any claim centered on the Development Pause by the Plaintiff was discovered at the earliest as of October 4, 2018 e-mail, and at the latest as of August 20, 2020 when its then counsel asked questions of the Defendant's representative on the issue of the email and the Development Pause.

[38] As the Plaintiff's notice of motion to amend her statement of claim to include the Development Pause amendments was served on February 9, 2023, it was outside the 2-year limitation period.

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<sup>15</sup> Section 4, *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B.

<sup>16</sup> Subsection 5(1), *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B.

[39] As a result, I find that the causes of action proposed to be added to the statement of claim relating to the Development Pause are statute barred, and thus constitute non-compensable prejudice to the Defendant. Accordingly, the Plaintiff's request to amend her statement of claim with respect to the Development Pause is hereby dismissed.

*Proposed Amendments – Walk Away Offers*

[40] The proposed amendments to the statement of claim provide that the Plaintiff had recently learned of the Walk Away Offers made by the Defendant to other purchasers, and that no such offer was made to her.

[41] The Defendant does not allege that the amendments related to the Walk Away Offers are statute barred. The evidence bears this out. The first mention of the notion of a walk away being offered is in an internal e-mail disclosed by the Defendant to the Plaintiff in its response to undertakings dated February 21, 2021. The notice of motion for this motion was served on February 8, 2023.

[42] As a result, the motion to amend the statement of claim in connection with the Walk Away Offers was brought within 2 years of the earliest day that the Plaintiff could have learned of the Walk Away Offers.

[43] The Defendant argues that the amendment regarding the Walk Away Offers should not be allowed, as the causes of action alleged by the Plaintiff are *prima facie* unmeritorious. It says that settlement offers made to other purchasers does not give the Plaintiff a cause of action.

[44] To summarize, the Plaintiff alleges in the proposed amendments that:

- (a) the Defendant had an actual and/or implied duty and obligation to make the Walk Away Offer to the Plaintiff, the failure of which constitutes a breach of the Defendant's actual and/or implied obligations pursuant to the sale agreement, was a breach of the Defendant's obligation to comply with Tarion rules, policies and procedures, and was a breach of the *Ontario New Home Warranties Plan Act and Regulations* and the *Condominium Act*; and
- (b) the Defendant breached its duty to act in good faith in the performance of the sale agreement and acted in bad faith by intentionally, actively and/or wrongfully concealing the Walk Away Offers.

[45] I am not convinced that the Plaintiff's proposed cause of action relating to the Walk Away Offers is *prima facie* unmeritorious. The Defendant argues that it had no obligation to make the same or similar offers to all purchasers in the development. The Defendant has put forward no precedent in support of this argument.

[46] The Plaintiff, in the original statement of claim, seeks damages for breach of the duty to act in good faith, and seeks punitive damages. The Supreme Court of Canada in *Bhasin v. Hrynew* made it clear that “good faith contractual performance is a general organizing principle of the common law of contract”, that there is a “common law duty which applies to all contracts to act honestly in the performance of the contractual obligations”, and that “parties generally must perform their contractual duties honestly and reasonably and not capriciously or arbitrarily”.<sup>17</sup>

[47] This cause of action has already been pled, and the facts relating to the Walk Away Offers fleshes out the reasons they are seeking damages for breach of this duty. I believe that the trial judge will be in the best position to determine whether failure to make a Walk Away Offer by the Defendant resulted in a breach of the duty to act honestly in performance of the sale agreement. I do not believe the materials before me establish that a claim based on the Walk Away Offers is *prima facie* unmeritorious to the point that the Plaintiff should be refused from pursuing it at trial.

[48] As a result, the Plaintiff’s request to amend the statement of claim concerning the Walk Away Offers is granted.

### **Affidavit of Documents and Refusals**

[49] As I have granted the Plaintiff’s request to amend its statement of claim with respect to the Walk Away Offers, the Defendant will have an opportunity to amend its statement of defence.

[50] The Plaintiff requests that, after the amended pleadings have been exchanged, the Defendant be required to deliver a further and better affidavit of documents. I agree with this request. The Defendant is required to disclose every document relevant to any matter in issue in the action that is or has been in its possession, control or power.<sup>18</sup> They are also required to serve an affidavit disclosing to the full extent of the Defendant’s knowledge, information and belief all documents relevant to any matter in issue in this action that has been in the Defendant’s possession, control or power.<sup>19</sup> It is possible that the Defendant will have documents in its possession, control or power with respect to the Walk Away Offers that it will be required to disclose and produce in accordance with the *Rules of Civil Procedure*.

[51] The Court has the power to order service of a further and better affidavit of documents.<sup>20</sup> I hereby exercise such power and order the Defendant to deliver a further and better affidavit of documents following the exchange of the amended pleadings.

[52] With respect to the request to re-examine a representative of the Defendant for discovery, given the pending exchange of amended pleadings and a further and better affidavit of documents, I believe that the Plaintiff is entitled to continue its examination of a representative of the Defendant. The Plaintiff must be provided an opportunity to pose questions of the Defendant on

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<sup>17</sup> *Bhasin v. Hrynew*, 2014 SCC 71, paras. 33 and 63.

<sup>18</sup> Subrule 30.02(1), *Rules of Civil Procedure*.

<sup>19</sup> Subrule 30.03(1), *Rules of Civil Procedure*.

<sup>20</sup> Subrule 30.06, *Rules of Civil Procedure*.

the amended pleadings to ensure that it has access to the principles of discovery as established by the *Rules of Civil Procedure* and applicable case law.

[53] With respect to refusals, a number of questions regarding the Walk Away Offers were refused, or were taken under advisement and are now deemed to be refused under the *Rules*. Given that the questions relate to a matter that will be addressed in the amended pleadings, I believe that certain of the questions are relevant and should be answered. However, I am concerned about the disclosure of personal and confidential information of other purchasers who are unconnected to this action, which includes communications such purchasers had with the Defendant.

[54] At this time, I believe it would be prudent for the parties to revisit the refused questions once they have exchanged their amended pleadings, the Defendant has delivered its further and better affidavit of documents, and the Plaintiff will have an opportunity to ask further questions on re-examination. It may be that a number of documents sought by the Plaintiff in the refused questions will be disclosed in the further and better affidavit of documents, and that such refused questions will now be answered due to the amended pleadings and further document discovery.

[55] As a result, I will not at this time render a decision on the matter of the refusals from the January 27, 2023 continued examination for discovery.

### **Disposition**

[56] For the reasons set out above, the Plaintiff's motion: (a) to amend the statement of claim with respect to the Development Pause is dismissed; (b) to amend the statement of claim with respect to the Walk Away Offers is granted; (c) to require the Defendant to deliver a further and better affidavit of documents is granted; (d) for a representative of the Defendant to attend to be re-examined is granted; and (e) for refused questions to be answered is adjourned *sine die* and can be addressed in the future if necessary.

[57] With respect to costs, I strongly urge the parties to come to an agreement. If, after good faith efforts and keeping in mind the Three C's of communication, cooperation and common sense, they are unable to do so, they may contact my Assistant Trial Coordinator to obtain my direction on the exchange of written submissions.

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Associate Justice Rappos

**DATE:** February 14, 2025