

Court File No. CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

**MOTION RECORD
(Returnable December 20, 2021)**

December 13, 2021

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Court File No. CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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MOTION RECORD

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
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Proceedings commenced at Toronto

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Court File No.: CV-21-00656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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**NOTICE OF MOTION
(Appointment of Claims Officers and Grievance Resolution Process)**

Laurentian University of Sudbury (the “**Applicant**” or “**LU**”) will make a motion to Chief Justice Morawetz of the Ontario Superior Court of Justice on Monday, December 20, 2021, at 9:00 A.M. (Eastern Time), or as soon after that time as the motion can be heard, via Zoom videoconference due to the COVID-19 pandemic.

PROPOSED METHOD OF HEARING:

This motion is to be heard via Zoom videoconference, the details of which will be provided subsequently.

THIS MOTION IS FOR:

1. An order (the “**Claims Officers Order**”) substantially in the form attached at Tab 3 of the Motion Record of the Applicant dated December 13, 2021 (the “**Motion Record**”) appointing the Honourable Clément Gascon, the Honourable J. Douglas Cunningham, Q.C., and W. Niels Ortved (collectively, the “**Claims Officers**” and each individually, a “**Claims Officer**”) as claims officers to determine claims that have been disputed pursuant

to the Amended and Restated Claims Process Order dated June 9, 2021 (as amended and restated from time to time, the “**Claims Process Order**”);

2. An Order (the “**Grievance Resolution Process Order**”) substantially in the form attached at Tab 4 of the Motion Record:

- (a) approving the grievance resolution process attached as Schedule “A” to the Grievance Resolution Process Order for all grievances filed by the Laurentian University Faculty Association (“**LUFA**”) against the Applicant prior to October 14, 2021 and until the Applicant’s emergence from this CCAA proceeding (the “**Grievance Resolution Process**”); and

- (b) appointing Ken Rosenberg of Paliare Roland Rosenberg Rothstein LLP (the “**Grievance Resolution Officer**”) to case manage and, if necessary, determine and resolve any issues arising as a result of the Grievance Resolution Process, including any or all of the grievances if it is determined by the Monitor that the resolution or determination of same must occur prior to any vote on a Plan of Arrangement, or prior to the Applicant’s emergence from the CCAA proceeding.

3. An Order substantially in the form attached at Tab 5 of the Motion Record deleting the following sentence in paragraph 36 of the Amended and Restated Initial Order dated February 11, 2021 (as amended by the Endorsement of Chief Justice Morawetz dated May 31, 2021): “Notwithstanding the foregoing, the fees and disbursement of Board Counsel paid by the Applicant from and after the date of this Order shall not exceed the aggregate amount of \$250,000, plus HST, pending further Order of the Court.”

4. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

5. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Claims Process Order.

Overview

6. On February 1, 2021, the Applicant sought and received an initial order (the “**Initial Order**”) granting it protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and approving a stay of proceedings for the initial 10-day period (the “**Stay Period**”).
7. On February 10, 2021, the comeback hearing was held, which resulted in the issuance of an amended and restated initial order (the “**Amended and Restated Initial Order**”).
8. Since the Initial Order was granted, the Stay Period has been extended several times. Most recently, the Stay Period has been extended up to and including January 31, 2022.

Appointment of the Claims Officers

9. On June 9, 2021, the Court issued the Claims Process Order, which provided for a process to call for and determine the validity and quantum of the claims against the Applicant and its Directors and Officers (the “**Claims Process**”).
10. Since the commencement of the Claims Process, the Applicant and the Monitor have received close to 1,500 claims in the aggregate amount of approximately \$360 million. The

Monitor, with the assistance of the Applicant, is diligently reviewing the claims filed against the Applicant and its Directors and Officers.

11. Many of these claims are ordinary course unsecured claims filed by trade creditors and similar parties that are expected in most CCAA proceedings. Such claims are unlikely to require the involvement of a Claims Officer. However, there are a number of complex claims that will require the involvement of a Claims Officer to obtain a determination.
12. The Monitor is in the process of determining whether it will allow, revise, or disallow the Claims received. Although the exact number is unknown at this time, it is anticipated that there will be several disputed claims (the “**Disputed Claims**”), including several Claims that allege significant amounts owed to the claimant. The Monitor proposes that if the Disputed Claims cannot be resolved consensually, such claims will be referred to the Claims Officers for determination.
13. Due to the expected number of Disputed Claims, the Monitor is of the view that it is prudent and most efficient to seek this Court’s appointment of the Claims Officers now, rather than return to the Court for appointment of claims officers once Disputed Claims arise. This will allow for the scheduling, processing and coordination of the resolution of Disputed Claims in an efficient and timely manner.
14. Pursuant to paragraph 37 of the Claims Process Order, either the Applicant or the Monitor is authorized to bring a motion seeking an order appointing a claims officer in respect of any and all Disputed Claims.

15. The Monitor, in consultation with the Applicant, reviewed and considered the background and experience of potential claims officers, and the availability of certain persons to commit the resources and time required to address Disputed Claims in this CCAA proceeding. The Monitor, in consultation with the Applicant, determined that the Honourable Clément Gascon, the Honourable J. Douglas Cunningham, and W. Niels Ortved each have the background and experience necessary to determine the Disputed Claims in a manner that is most efficient, given the anticipated complexity and quantum of the Disputed Claims.
16. The Honourable Clément Gascon is fluently bilingual in English and French, and able to hear and determine Disputed Claims in either language. The Monitor and the Applicant are aware of at least one material claim filed in French for which any determination would be expected to proceed in French.
17. Given the anticipated number and complexity of the Disputed Claims, and based on discussions with prospective parties whom consideration was given for appointment as a Claims Officer, the Monitor and Applicant are of the view that three Claims Officers will be required in order to avoid delays in this CCAA proceeding.

Grievance Resolution Process

18. On August 17, 2021, the Court granted the Compensation Claims Process Order (as amended and restated from time to time, the “**Compensation Claims Process Order**”).
19. The Compensation Claims Process Order applies to, among others, claims by any union in respect of grievances under any collective agreement to which the Applicant is party,

whether such grievance arose prior to or after the date of the Initial Order and is in respect of any matter that:

(a) is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date (“**Pre-Filing Grievances**”); or

(b) arises as a result of the restructuring of the Applicant prior to the date of the Compensation Claims Process Order (“**Restructuring Grievances**”).

20. On or before October 14, 2021, LUFA filed 36 grievances in respect of the Applicant (collectively, the “**October 14 Grievances**”). As of the date of this Notice of Motion, LUFA has indicated that two of the grievances either have been, or will be, withdrawn by LUFA or resolved. The balance of the October 14 Grievances remain unresolved.
21. It is necessary to first classify the October 14 Grievances as: (a) Pre-Filing Grievances, (b) Restructuring Grievances, or (c) post-filing grievances. For post-filing grievances, it must be determined whether or not any post-filing grievances are material due to the fact that they may affect the ongoing restructuring, or if they are ordinary course grievances. For any material post-filing grievances, the Grievance Resolution Process proposes that such grievances will be addressed within the CCAA proceedings.
22. The classification of the October 14 Grievances affects the manner in which the grievances may be addressed under a Plan of Arrangement, including whether any monetary award that could arise from a determination of the grievance is subject to compromise.

23. Since receiving the October 14 Grievances, the Applicant has made a number of requests to LUFA for additional particulars regarding certain of the October 14 Grievances. On December 6, 2021, LUFA provided some particulars for certain of the October 14 Grievances. The Applicant and the Monitor continue to require additional particulars from LUFA before certain of the October 14 Grievances can be properly classified. This is addressed in the proposed Grievance Resolution Process.
24. In an effort to determine the appropriate classification and resolution of the October 14 Grievances, the Applicant and the Monitor have developed a Grievance Resolution Process to be complied with by both the Applicant and LUFA with respect to the October 14 Grievances. The Grievance Resolution Process is appended at Schedule “A” to the draft Order attached at Tab 4 of the Motion Record.
25. On December 10, 2021, counsel to the Monitor provided counsel to LUFA with the proposed Grievance Resolution Process.
26. The proposed schedule will allow for a determination of the classification of the October 14 Grievances by January 14, 2022, and an ultimate resolution of Pre-Filing Grievances, Restructuring Grievances and Material Post-Filing Grievances (as defined in the Grievance Resolution Process) by February 25, 2022. Non-material post-filing grievances are anticipated to be resolved by no later than April 29, 2022 pursuant to the proposed Grievance Resolution Process.
27. The Grievance Resolution Process proposes that the Monitor will first determine the classification of grievances. If there is a dispute regarding the Monitor’s classification, the

disputes shall be referred to the Court-Appointed Mediator (as defined in the Grievance Resolution Process) for mediation. If the parties are unable to agree to the classification of the grievances, the Court-Appointed Mediator will have the authority to make a determination solely in respect of that classification and such decision shall be final and binding.

28. The Grievance Resolution Process proposes Pre-Filing Grievances, Restructuring Grievances and Material Post-Filing Grievances will be within the jurisdiction of the Grievance Resolution Officer, and that the Grievance Resolution Officer will have the authority to establish a procedure for the determination of any issue related to the Grievance Resolution Process.
29. The Grievance Resolution Officer will not participate in the determination of the non-material post-filing grievances. The Grievance Resolution Process provides that such grievances will proceed in the ordinary course pursuant to the language in the Applicant's collective agreement with LUFA, and any disputes that cannot be resolved by the parties will be referred to a labour arbitrator. That arbitrator will have the authority to case manage any such grievances pursuant to the *Labour Relations Act*, 1995, S.O. 1995, c. 1, Sched. A, as amended.
30. The Grievance Resolution Process represents a fair, expeditious and reasonable procedure for the classification and resolution of the October 14 Grievances. These grievances must be resolved in a timely manner because their outcome may have a material impact on the Plan of Arrangement Applicant will be able to put before its creditors.

31. The Monitor supports the proposed Grievance Resolution Process and has been directly involved in the development of the process outlined in the draft Order sought herein. As contemplated in the Claims Process Order and the Compensation Claims Process Order, the Monitor will also remain involved in reviewing grievances as filed.

Removal of Cap on Board Counsel's Professional Fees

32. Paragraph 36 of the Amended and Restated Initial Order limited the amount of fees that could be incurred by independent counsel to the Board of Governors of the Applicant (“**Board Counsel**”) to a maximum amount of \$250,000 plus HST, pending further Order of the Court.
33. Pursuant to an Endorsement of Chief Justice Morawetz dated May 31, 2021, the maximum amount of fees that could be incurred by Board Counsel was increased to \$500,000.
34. Board Counsel has been, and is expected to continue to be, extremely active throughout the CCAA proceedings. Having the benefit of experienced independent counsel representing the Board as it navigates various issues in this precedent-setting CCAA proceeding has been helpful to the Applicant and the Monitor and has created efficiencies.
35. The Monitor supports the removal of the cap on the Board Counsel's professional fees. The Monitor has been reviewing the amount of professional fees incurred by the Applicant, and will continue to do so and report to the Court from time to time.

Other Grounds

36. The provisions of the CCAA, including section 11;

37. The Claims Process Order;
38. The Compensation Claims Process Order;
39. The inherent and equitable jurisdiction of this Honourable Court; and
40. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this application:

41. The Affidavit of Dr. Robert Haché sworn December 13, 2021 and the Exhibits attached thereto;
42. The Ninth Report of the Monitor, to be filed; and
43. Such further and other evidence as counsel may advise and this Court may permit.

December 13, 2021

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No. CV-21-00656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(Appointment of Claims Officers, Grievance
Resolution Process)

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TAB 2

Court File No. CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Applicant

AFFIDAVIT OF DR. ROBERT HACHÉ
(sworn December 13, 2021)

I, Dr. Robert Haché, of the City of Sudbury, in the Province of Ontario, **MAKE OATH**
AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the President and Vice-Chancellor of Laurentian University of Sudbury (“**LU**” or the “**Applicant**”) and a member of the Board of Governors (the “**Board**”) of LU, having served in this role since July 2019. As such, I have knowledge of the matters hereinafter deposed to, save where I have obtained information from others. Where I do not possess personal knowledge, I have stated the source of my information and belief and, in all such cases, believe such information to be true.
2. This affidavit is sworn in support of LU’s motion pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and such proceedings, the “**CCAA Proceedings**”), for:
 - (a) an Order (the “**Order Appointing Claims Officers**”) appointing the Honourable Clément Gascon, the Honourable J. Douglas Cunningham, Q.C., and W. Niels Ortvéd (collectively, the “**Claims Officers**” and each individually, a “**Claims**

Officer”) as claims officers of the Applicant to determine claims that have been disputed pursuant to the Claims Process Order dated May 31, 2021 (as amended and restated from time to time, the “**Claims Process Order**”);

- (b) an Order (the “**Grievance Resolution Process Order**”) approving a grievance resolution process for all grievances filed by Laurentian University Faculty Association (“**LUFA**”) against the Applicant prior to or following October 14, 2021 (the “**Grievance Resolution Process**”) and appointing Ken Rosenberg of Paliare Roland Rosenberg Rothstein LLP (the “**Grievance Resolution Officer**”) to case manage and, if necessary, determine and resolve any issues arising as a result of the Grievance Resolution Process, including the grievances themselves; and
- (c) an Order deleting the following sentence in paragraph 36 of the Amended and Restated Initial Order (as defined below): “Notwithstanding the foregoing, the fees and disbursement of Board Counsel paid by the Applicant from and after the date of this Order shall not exceed the aggregate amount of \$250,000, plus HST, pending further Order of the Court.”

II. BACKGROUND

- 3. As detailed in my Affidavit sworn January 30, 2021 (the “**Initial Haché Affidavit**”), LU is a non-share capital corporation that was incorporated pursuant to *An Act to Incorporate Laurentian University of Sudbury*, S.O. 1960, c. 151 C. 154 (the “**Act**”).
- 4. Since its inception, LU has operated in Sudbury, Ontario as a publicly-funded, bilingual and tricultural postsecondary institution. LU is an integral part of the economic fabric of

Northern Ontario and serves as the primary postsecondary institution for a large geographic region.

III. THE CCAA PROCEEDINGS

5. On February 1, 2021, Chief Justice Morawetz granted an initial order (the “**Initial Order**”) that, among other things, appointed Ernst & Young Inc. as monitor (the “**Monitor**”) of LU in this proceeding, approved a stay of proceedings for the initial 10-day period (the “**Stay Period**”) and granted certain Court ordered super-priority charges.
6. On February 5, 2021, Chief Justice Morawetz appointed the Honourable Justice Sean F. Dunphy as the Court-Appointed Mediator in this proceeding (the “**Mediator Appointment Order**”).
7. On February 10, 2021, the comeback hearing was held, which resulted in the issuance of an amended and restated initial order (the “**Amended and Restated Initial Order**”) that, among other things, approved a debtor-in-possession interim financing arrangement in the amount of \$25 million, subsequently increased to \$35 million (the “**DIP Facility**”) and extended the Stay Period to April 30, 2021, which has subsequently been extended to January 31, 2022. A copy of the Amended and Restated Initial Order is attached hereto as **Exhibit “A”**.
8. On May 31, 2021, following a motion brought by LU, the Claims Process Order was issued, approving a claims process to identify, determine and resolve claims of creditors of the Applicant, other than employee and related claims (the “**Claims Process**”). A copy of the Claims Process Order is attached hereto as **Exhibit “B”**.

9. On August 17, 2021, following a motion brought by LU, an Order was issued approving the methodology for the identification and determination of Compensation Claims (as defined therein) (as amended and restated from time to time, the “**Compensation Claims Process Order**”). A copy of the Compensation Claims Process Order is attached hereto as **Exhibit “C”**.

IV. APPOINTMENT OF CLAIMS OFFICERS

10. All capitalized terms used in this section that are not otherwise defined shall have the meaning ascribed to them in the Claims Process Order.
11. Since the commencement of the Claims Process, the Applicant and the Monitor have received close to 1,500 claims pursuant to the Claims Process Order and the Compensation Claims Process Order in the aggregate amount of approximately \$360 million. I am advised by Sharon Hamilton of Ernst & Young Inc., the court-appointed Monitor herein, that some of the claims have been filed as “placeholder” claims. In other words, the dollar amount of the claims is not particularized but a nominal amount is included on the proof of claim form. The Monitor, with the assistance of LU, is diligently reviewing the claims filed against the Applicant and its Directors and Officers.
12. I am further advised by Sharon Hamilton of the Monitor that many of these Claims are ordinary course unsecured Claims filed by trade creditors and similar parties. Such Claims are unlikely to require the involvement of a Claims Officer. However, there are a number of complex claims that are expected to require the involvement of a Claims Officer in order to obtain a determination.

13. The Monitor is in the process of determining whether it will allow, revise or disallow the Claims received. Although the exact number is unknown at this time, it is anticipated that there will be several disputed Claims (the “**Disputed Claims**”), including several Claims that allege significant amounts owed to the claimant. As contemplated in the Claims Process Order, the Monitor could seek to refer the matter to a Claims Officer or the Court. Given the number of Claims received, the Monitor proposes that if the Disputed Claims cannot be resolved consensually, such Claims will be referred to the Claims Officers for determination at first instance.
14. Due to the expected number of Disputed Claims, it is prudent and most efficient to seek this Court’s appointment of the Claims Officers now, rather than return to the Court for the appointment of claims officers once Disputed Claims arise. This will allow the scheduling, process and coordination of the Disputed Claims to be in place, thereby not losing valuable time in moving toward a determination of same.
15. Paragraph 37 of the Claims Process Order provides that either the Monitor or the Applicant is authorized to bring a motion to Court seeking an order appointing a Claims Officer in respect of any and all disputed Claims.
16. The Monitor and its counsel, together with LU’s counsel, considered the background and experience of potential claims officers, and the availability of certain persons to commit the resources and time required to address Disputed Claims in this CCAA proceeding. The Monitor, with input from LU’s counsel, determined that the Honourable Clément Gascon, the Honourable J. Douglas Cunningham, and W. Niels Ortved each have the background and experience necessary to determine the Disputed Claims in a manner that is most

efficient, given the anticipated complexity and quantum of the Disputed Claims. Attached hereto as **Exhibit “D”** is a bio for each of the proposed Claims Officers.

17. The Honourable Clément Gascon is fluently bilingual in English and French, and able to hear and determine Disputed Claims in either language. The Monitor and LU are aware of at least one material claim filed in French for which any determination would be expected to proceed in French.
18. Given the anticipated number and complexity of the Disputed Claims, and based on discussions with prospective individuals for whom consideration was given for appointment as Claims Officers, the Monitor and LU are of the view that three (3) Claims Officers will be required in order to not unduly delay the timeline for this CCAA proceeding. Each of the Claims Officers identified herein has advised the Monitor that their ability to serve in that role is subject to three Claims Officers being appointed by the Court.
19. The Monitor has indicated that it supports the appointment of these three Claims Officers by the Court on the terms of the draft Order attached at Tab 3 of LU’s motion record.

V. GRIEVANCE RESOLUTION PROCESS

20. The Compensation Claims Process Order applies to, among others, claims by any union in respect of grievances under any collective agreement to which LU is party, whether such grievance arose prior to or after the date of the Initial Order and is in respect of any matter that:

- (a) is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date (“**Pre-Filing Grievances**”); or
 - (b) arises as a result of the restructuring of the Applicant prior to the date of the Compensation Claims Process Order (“**Restructuring Grievances**”).
- 21. On or before October 14, 2021, LUFA filed 36 grievances against LU (collectively, the “**October 14 Grievances**”). As of the date this affidavit was sworn, three of the October 14 Grievances have either been resolved or withdrawn. The balance of the October 14 Grievances remain unresolved.
- 22. It is necessary to first have the October 14 Grievances, as well as any further grievances filed after October 14, 2021, classified as: (i) Pre-Filing Grievances, (ii) Restructuring Grievances, or (iii) post-filing grievances. For post-filing grievances, the Monitor, following consultation with LU and LUFA, must determine whether or not any post-filing grievances are material due to the fact that they may affect the ongoing restructuring or if they are ordinary course grievances. For any material post-filing grievances, the Grievance Resolution Process proposes that such grievances will be addressed within the CCAA proceedings.
- 23. I am advised by D.J. Miller of Thornton Grout Finnigan LLP (“**TGF**”), counsel to LU, that the classification of the October 14 Grievances affects how the grievances may be addressed under a Plan of Arrangement put forward by LU, including whether any monetary award arising from a determination of the grievance is subject to compromise.

24. After a preliminary review of the October 14 Grievances, in consultation with the Monitor, LU advised that it required further particulars with respect to certain of the October 14 Grievances to accurately classify the October 14 Grievances.
25. On October 21, 2021, TGF sent an email to LUFA's counsel advising that the Monitor and LU required further details with respect to the October 14 Grievances in order to categorize such grievances into either Pre-Filing Grievances, Restructuring Grievances, or post-filing grievances.
26. On October 27, 2021, LUFA's counsel advised TGF and counsel to the Monitor that LUFA would provide a summary of each of the October 14 Grievances that have been filed, with enough information to permit the Monitor and LU to assess the nature of the grievance and to determine a classification of same.
27. On November 5, 2021, TGF provided a spreadsheet to LUFA that summarized all of the October 14 Grievances. In that document, LU identified the October 14 Grievances where further particulars are required in order to allow LU to understand the factual matrix giving rise to the grievance.
28. On November 16, 2021, LU provided LUFA with a further request for particulars from LUFA. The request provided an itemized list of certain of the October 14 Grievances that require further particulars and identified specific particulars that would be helpful for LU. Further, the request provided responses to grievances 2021-15, 2021-12, and 2021-41, in an attempt to resolve such grievances.

29. On December 6, 2021, LUFA provided some particulars for certain of the October 14 Grievances. However, LU and the Monitor continue to require additional particulars from LUFA before certain of the October 14 Grievances can be properly classified.
30. In an effort to advance the process to classify the October 14 Grievances and resolve the October 14 Grievances, LU and the Monitor have developed a Grievance Resolution Process to be complied with by both LU and LUFA with respect to the October 14 Grievances or any grievances filed following that date until LU's exit from the CCAA proceedings. The proposed Grievance Resolution Process is appended at Schedule "A" to the draft Order attached at Tab 4 of the Motion Record of the Applicant dated December 13, 2021 (the "**Motion Record**") and is attached hereto as **Exhibit "E"**.
31. On December 10, 2021, counsel to the Monitor provided counsel to LUFA with the proposed Grievance Resolution Process. The substantive issues addressed by the Grievance Resolution Process have been discussed by LU and LUFA numerous times during the correspondence relating to the October 14 Grievances.
32. The proposed schedule provides for the classification of the October 14 Grievances by no later than January 14, 2022, and an ultimate resolution of Pre-Filing Grievances, Restructuring Grievances and Material Post-Filing Grievances (as defined in the Grievance Resolution Process) by February 25, 2022. Non-material post-filing grievances are anticipated to be resolved by no later than April 29, 2022 pursuant to the proposed Grievance Resolution Process.
33. The Monitor and its counsel considered the availability and experience of individuals who may be suitable to serve as Grievance Resolution Officer. Following such consideration,

it is proposed that Ken Rosenberg of Paliare Roland Rosenberg Rothstein LLP be appointed as Grievance Resolution Officer. LU supports the Monitor's recommendation as to the appropriate Grievance Resolution Officer to be appointed. Further, it is expected that William Kaplan will remain involved as arbitrator with respect to grievances filed in Phase 1 of the CCAA proceedings.

34. The Grievance Resolution Process proposes that the Monitor will first determine the classification of grievances. If there is a dispute regarding the Monitor's classification, the disputes shall be referred to the Court-Appointed Mediator (as defined in the Mediator Appointment Order) for mediation. If the parties are unable to agree to the classification of the grievances, the Court-Appointed Mediator, Justice Dunphy, will have the authority to make a determination solely in respect of that classification and such decision shall be final and binding.
35. The Grievance Resolution Process proposes that the Grievance Resolution Officer will have the jurisdiction to hear all Pre-Filing, Restructuring and Material Post-Filing Grievances and will have the authority to establish a procedure for the determination of any issue related to the Grievance Resolution Process.
36. The Grievance Resolution Officer will not participate in the determination of the non-material post-filing grievances. The Grievance Resolution Process provides that such grievances will proceed in the ordinary course pursuant to the language in LU's collective agreement with LUFA, and any disputes will be referred to a labour arbitrator.
37. The Grievance Resolution Process represents a fair, expeditious and reasonable procedure for the classification and resolution of the October 14 Grievances. These grievances must

be resolved in a timely manner because their outcome may have a material impact on any Plan of Arrangement that LU presents to its creditors.

38. The Monitor has indicated that it supports the proposed Grievance Resolution Process and the appointment of the Grievance Resolution Officer.
39. I am advised by Celeste Boyer, internal counsel within the University Secretary and General Counsel's office, and understand that Rob Centa of the law firm Paliare Roland Rosenberg Rothstein LLP has represented LU in connection with particular litigation matters, none of which involve labour issues, LUFA or Laurentian University Staff Union collective agreements or any similar aspects. Neither the Monitor, the proposed Grievance Resolution Officer nor LU believe that this creates any conflict in taking on this role, but it is outlined here for the sake of full disclosure. I am advised by Mitch Grossell of TGF and verily believe that this fact was discussed with LUFA's counsel on a call with the Monitor and its counsel on December 13, 2021.

VI. REMOVAL OF CAP ON BOARD COUNSEL'S PROFESSIONAL FEES

40. Paragraph 36 of the Amended and Restated Initial Order dated February 11, 2021 (the "**Amended and Restated Initial Order**") limited the amount of professional fees incurred by independent counsel to the Board of Governors ("**Board Counsel**") that LU is permitted to pay to a maximum amount of \$250,000 plus HST, pending further Order of the Court.
41. Pursuant to an Endorsement of Chief Justice Morawetz dated May 31, 2021, the maximum amount of fees that could be incurred by Board Counsel was increased to \$500,000. A copy of the Endorsement is attached hereto as **Exhibit "F"**.

42. Board Counsel has been, and is expected to continue to be, extremely active throughout the CCAA proceedings. Having experienced independent counsel representing the Board of Governors as it navigates various issues in this precedent-setting CCAA proceeding has been helpful to LU and has created efficiencies.
43. Board Counsel has reached the amount of its cap. The Monitor has indicated it supports the removal of the cap on the Board Counsel's professional fees.

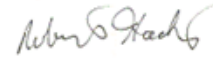
VII. CONCLUSION

44. LU seeks the Order Appointing Claims Officers, in the proposed form of order attached at Tab 3 in the Motion Record.
45. LU seeks the Grievance Resolution Process Order in the proposed form of order attached at Tab 4 in the Motion Record.
46. LU seeks an Order removing the cap on the fees incurred by Board Counsel in the proposed form of order attached at Tab 5 in the Motion Record.
47. This affidavit is sworn in support of LU's motion for the relief set out at paragraph 2 and for no other or improper purpose.

SWORN before me via videoconference by
ROBERT HACHÉ located in the City of
Sudbury, in the Province of Ontario, before
me at the City of Toronto, in the Province
of Ontario, this 13th day of December,
2021, in accordance with O. Reg 431/20,
*Administering Oath or Declaration
Remotely.*



Commissioner for Taking Affidavits



DR. ROBERT HACHÉ

TAB A

This is Exhibit “A” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final upward stroke.

Commissioner for Taking Affidavits (or as may be)



Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

THURSDAY, THE 11TH

JUSTICE MORAWETZ

)

DAY OF FEBRUARY, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amending and restating the Initial Order (the "**Initial Order**") issued on February 1, 2021 (the "**Initial Filing Date**") and extending the stay of proceedings provided for therein was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Dr. Robert Haché sworn January 30, 2021 and the Exhibits thereto (the "**Haché Initial Affidavit**"), the Pre-filing Report of Ernst & Young Inc. (the "**Monitor**") dated January 30, 2021, the First Report of the Monitor dated February 7, 2021 (the "**First Report**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Angela Maharaj sworn February 9, 2021, the Affidavit of Service of Derek Harland sworn February 4, 2021, and on reading the consent of Ernst & Young Inc. to act as the Monitor,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Haché Initial Affidavit.

NON-APPLICANT STAY PARTY

THIS COURT ORDERS that the Laurentian University Students General Association (the “SGA”) shall be referred to herein as a “**Non-Applicant Stay Party**”. Although not an applicant under the CCAA, the Non-Applicant Stay Party shall enjoy certain of the benefits and protections provided herein and be subject to the restrictions as expressly hereunder set out.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is insolvent and is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business and deal with its assets, including the businesses and assets of the other entities, partnerships and joint ventures in which the Applicant has a direct or indirect interest, and is authorized to continue to provide services to such parties in respect of which it is currently providing services, in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel

and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to use the cash management system currently in place, as described in the Haché Initial Affidavit, which for greater certainty includes any segregated bank accounts now existing (together with any segregated bank accounts established pursuant to paragraph 7, the “**Cash Management System**”), and that any present or future bank or institution providing the Cash Management System to the Applicant shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, except to the extent that such terms are expressly modified by this Order or with the consent of the Applicant, the Monitor and any applicable bank or financial institution providing a Cash Management System, and shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the Initial Filing Date.

7. **THIS COURT ORDERS** that (a) any segregated bank accounts established by the Applicant from and after December 1, 2020, to hold funds received by it on the condition that such funds be used for a specific purpose in respect of a particular aspect of the Applicant’s Business, including without limitation, funds provided to the Applicant for the purpose of research projects (including grants, awards or other similar funds), funds received in respect of restricted donations or endowments, and employee and employer contributions to benefit plans (collectively, the “**Segregated Funds**”) shall be used for such specific purpose, and (b) from and after the date of this Order, the Applicant may establish additional segregated bank accounts, including trust accounts if necessary, to hold any additional Segregated Funds that are received by the Applicant under such agreed upon arrangements, and the Segregated Funds shall not form part of the Applicant’s Property.

8. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, in all cases subject to the availability of financing under the DIP Term Sheet (as defined below):

- (a) all outstanding and future wages, salaries, employee and retiree benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), amounts owing under corporate credit cards issued to management and employees of the Applicant, ordinary course pension benefits or contributions, vacation pay, expenses and any director fees and expenses, payable on or after the date of this Order, in each case for costs incurred in the ordinary course of business and consistent with existing practices, compensation policies and arrangements for current and future employees (but not including any payments to former employees or retirees in respect of the SuRP and the RHBP, as such terms are defined in the Haché Initial Affidavit, or termination or severance payments, which are hereby stayed), and all other payroll processing and servicing expenses;
- (b) all outstanding amounts owing in respect of the current 2020-21 academic year and future amounts owing in respect of rebates, refunds or other similar amounts that are owing or may be owed to students or student associations of the Applicant, whether such amounts are as a result of the reimbursement of tuition fees, ancillary fees or otherwise, provided that such rebates, refunds or other similar amounts are subject to the existing policies and procedures of the Applicant;
- (c) all outstanding amounts owing in respect of the current 2020-21 academic year and future amounts payable to students in respect of student scholarship, bursary or grants; and
- (d) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business (including the value thereof) including, without limitation, payments on account of insurance (including directors and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of this Order,

provided that, to the extent such expenses were incurred prior to the date Initial Filing Date, the Applicant shall only be entitled to pay such amounts if they are determined by the Applicant, in consultation with the Monitor, to be necessary to the continued operation of the Business or preservation of the Property and such payments are approved in advance by the Monitor.

10. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) until further order of this Court, all outstanding and future normal course contributions to or payments in respect of the Pension Plan, as defined in the Haché Initial Affidavit, in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (c) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (d) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

11. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

12. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the date of this Order (including for greater certainty in respect of the interest rate swap transactions); (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

PENSION PLAN

13. **THIS COURT ORDERS** that the Applicant's obligation to make special payments (whether pursuant to the Ontario *Pension Benefits Act*, RSO 1990, c. P-8 and regulations made thereunder or to the terms of the Pension Plan, as such term is defined in the Haché Initial Affidavit, and whether in respect of the Applicant's own employees and former employees or in respect of the employees and former employees of the other employers participating in the

Pension Plan as set out in the Haché Initial Affidavit) in respect of the defined benefit component of the Pension Plan (such payments being the “**Special Payments**”), shall be suspended effective on and after February 1, 2021 for the duration of this CCAA proceeding, subject to further Order of this Court. For greater certainty, the suspension of Special Payments hereunder does not constitute a disclaimer or termination by the Applicant of any component of the Pension Plan, nor does it constitute an acknowledgment of any obligation by the Applicant to make Special Payments relating to employers other than the Applicant.

14. **THIS COURT ORDERS** that for the duration of this proceeding, no Person (as hereinafter defined), including employees and former employees of the Applicant (or the surviving spouse of any such person) entitled to a benefit under the defined benefit component of the Pension Plan (whether or not such member was represented by a union when the member was employed by the Applicant) or the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario, shall commence any action or other proceeding in connection with the suspension of the Special Payments or because the Applicant has not made the Special Payments.

15. **THIS COURT ORDERS** that the Applicant and each of its respective directors, officers, officials, and agents shall not incur any obligation or liability, whether by way of debt, damages for breach of any duty whether statutory, fiduciary, common law or otherwise, or for breach of trust, as a result of the suspension of the Special Payments in accordance with the terms of this Order.

16. **THIS COURT ORDERS** that if any claim, lien, charge or trust, including deemed trust, arises as a result of the suspension of the Special Payments, no such claim, lien charge or trust, including deemed trust, shall have priority over the Charges (as hereinafter defined) in this proceeding, or in any subsequent receivership, interim receivership or bankruptcy of the Applicant.

RESTRUCTURING

17. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its Business or operations, and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$250,000 in the aggregate. Notwithstanding the foregoing, the Applicant shall not cease, downsize or shut down any parts of its Business if such action would cause any current students of the Applicant to be unable to continue and complete courses that they are already enrolled in, subject to further Order of the Court;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as they deem appropriate;
- (c) vacate, abandon or quit any leased premises and disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, subject to paragraphs 11 and 18 of this Order;
- (d) disclaim arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as the Applicant deems appropriate, with the Monitor's consent or pursuant to further Order of the Court, in accordance with Section 32 of the CCAA;
- (e) pursue all avenues of refinancing of the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and
- (f) pursue all avenues and to engage in discussions with key stakeholders of the Applicant in an effort to give effect to an operational restructuring of the Applicant;

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of its business (the “**Restructuring**”).

18. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days' prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the

landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

19. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

20. **THIS COURT ORDERS** that until and including April 30, 2021, or such later date as this Court may subsequently order (the "**Stay Period**"), no proceeding or enforcement process in or out of any court or tribunal or other forum, whether arising by contract or otherwise (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

21. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the

Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended, including any existing, pending or future information requests made to the Applicant under the *Freedom of Information and Protection of Privacy Act*, except with the written consent of the Applicant and the Monitor, or leave of this Court, including, without limitation, by way of terminating, making any demand, accelerating, amended or declaring in default, sweeping any cash in the Applicant's bank accounts (if available), exercising any option, right or remedy or taking any enforcement steps under or in respect of any agreement or agreements with respect to which the Applicant is a party, borrower, principal obligor or guarantor, by reason of:

- (a) the Applicant being insolvent or having made an application to this Court under the CCAA;
- (b) the Applicant being a party to this proceeding or taking any steps related thereto; or
- (c) any default or cross-default arising from the matters set out in the foregoing subparagraphs,

provided that nothing in this Order shall:

- (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on;
- (b) exempt the Applicant from compliance with any statutory or regulatory provisions relating to health, safety or the environment;
- (c) affect such investigations, actions, suits or proceedings by a regulatory body as are specifically permitted by Section 11.1 of the CCAA;
- (d) prevent the filing of any registration to preserve or perfect a security interest;
- (e) prevent the registration of a claim for lien; or
- (f) prevent any actions that are permitted by Section 34(8) of the CCAA.

LIMITED STAY IN RESPECT OF THE NON-APPLICANT STAY PARTY

22. **THIS COURT ORDERS** that during the Stay Period, no Person shall (a) commence or continue any Proceeding or enforcement process, (b) terminate, repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies, or (c) discontinue, fail to honour, alter, interfere with or cease to perform any obligation, pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which the Non-Applicant Stay Party is a party, borrower, principal obligor or guarantor, by reason of:

- (a) the Applicant being insolvent or having made an application to this Court under the CCAA;
- (b) the Applicant being a party to this proceeding or taking any steps related thereto; or
- (c) the stay granted pursuant to this paragraph 22; and
- (d) any default or cross-default arising from the matters set out in the foregoing subparagraphs,

except with the written consent of the Applicant and the Monitor, or with leave of this Court.

NO INTERFERENCE WITH RIGHTS

23. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant or the Non-Applicant Stay Party or take any steps to interrupt or interfere with the operation of the Business or the continued use of the Property of the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

24. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from

discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

25. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the current or future directors or officers of the Applicant, including the members of the Board of Governors of the Applicant (the “**Board**”) with respect to any claim against the directors, officers or the Board that arose before the date of this Order and that relates to any obligations of the Applicant whereby the directors, officers or the Board are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

27. **THIS COURT ORDERS** that the Applicant shall indemnify its directors, officers and the Board against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer, director or member of the Board, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

28. **THIS COURT ORDERS** that the directors, officers and Board of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$5,000,000, as security for the indemnity provided in paragraph 27 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 45 and 47 herein.

29. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicant’s directors, officers and the Board shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any applicable insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order.

APPOINTMENT OF MONITOR

30. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor’s functions.

31. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant’s receipts and disbursements;
- (b) liaise with and assist the Applicant and the Assistants with respect to all matters relating to the Applicant’s Business, the Applicant’s Property and the Restructuring, and such other matters as may be relevant to the proceedings herein;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business and such other matters as may be relevant to the proceedings herein;

- (d) advise the Applicant in the preparation of the Applicant's cash flow statements and any other reporting to the Court or otherwise;
- (e) be at liberty to participate in discussions with representatives of the Ministry of Colleges and Universities ("MCU") and such other representatives of Provincial or Federal government agencies, at any time on all aspects of this proceeding and the Applicant's restructuring, subject to such terms of confidentiality as may be appropriate in the Monitor's assessment and in consultation with the Applicant;
- (f) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender (as defined below) and its counsel on a weekly basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (g) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (h) assist the Applicant, to the extent required by the Applicant, with the holding and administering of a creditors' meeting for voting on the Plan;
- (i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, wherever situate, in order to assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (j) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

32. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property of the Applicant, or any property of the Non-Applicant Stay Party, and shall take no part whatsoever in the management or supervision of the management of the Business and shall not,

by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental legislation, unless it is actually in possession.

34. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

35. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order or the Initial Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order or the Initial Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant's counsel and advisors in connection with the CCAA proceedings (collectively, the "Restructuring Advisors") together with independent counsel to the Board ("**Board Counsel**") shall each be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Restructuring Advisors and Board Counsel. Notwithstanding the foregoing, the fees and disbursement of Board Counsel paid by the Applicant from and after the date of this Order shall not exceed the aggregate amount of \$250,000, plus HST, pending further Order of the Court.

37. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. **THIS COURT ORDERS** that the Restructuring Advisors shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Restructuring Advisors, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

DIP FINANCING

39. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Firm Capital Mortgage Fund Inc., or its assignee (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$25,000,000, unless permitted by further Order of this Court.

40. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicant and the DIP Lender dated as of January 29, 2021 (the "**DIP Term Sheet**") attached as Exhibit "HHH" to the Haché Initial Affidavit, subject to such minor amendments as may be acceptable to the Applicant and the DIP Lender and approved by the Monitor.

41. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents and other definitive documents (collectively, the “**DIP Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms of the DIP Term Sheet, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the DIP Documents, as and when the same become due, and are to be performed, notwithstanding any other provision of this Order.

42. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, including without limitation, the real property set out in Schedule “A” (the “**Real Property**”), and the DIP Lender’s Charge shall not secure any obligation that exists between the Applicant and the DIP Lender before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the DIP Documents;
- (b) upon the occurrence of an event of default under the DIP Documents or the DIP Lender’s Charge or upon the Maturity Date (as defined in the DIP Term Sheet), the DIP Lender, upon 14 days’ written notice to the Applicant and the Monitor, may exercise, with prior approval of this Court, any and all of its rights and remedies against the Applicant or the Property under or pursuant to the DIP Term Sheet, the DIP Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicant, to make, demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

44. **THIS COURT ORDERS AND DECLARES** that, unless otherwise agreed by the DIP Lender, the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any other or similar proceeding that may be commenced by the Applicant with respect to any advances made under the DIP Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Lender's Charge (collectively, the "**Charges**" and each individually, a "**Charge**") as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1,250,000);

Second – Directors' Charge (to the maximum amount of \$2,000,000);

Third – DIP Lender's Charge (to the maximum amount of \$25,000,000); and

Fourth – Directors' Charge (to the maximum amount of \$3,000,000).

46. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, construction liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

48. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also

obtains the prior written consent of the Monitor and the beneficiaries of the Charges affected thereby (collectively, the “**Chargees**”), or further Order of this Court.

49. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the DIP Documents shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Term Sheet, the creation of the Charges or the execution, delivery or performance of the DIP Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the DIP Term Sheet or the DIP Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant’s interest in such real property leases.

51. **THIS COURT ORDERS** that, notwithstanding anything else contained herein and pending further Order of the Court, the Property subject to the Charges herein shall not include the Segregated Funds.

SERVICE AND NOTICE

52. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe & Mail and the Sudbury Star a notice containing the information prescribed under the CCAA, and (ii) within five days of the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000 (excluding any individual employees, former employees with pension and/or retirement savings or benefits plan entitlements, and retirees and other beneficiaries who have entitlements under any pension or retirement savings plan), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available, unless otherwise ordered by the Court.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.ey.com/ca/Laurentian.

54. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

55. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

56. **THIS COURT ORDERS** that the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

SEALING PROVISION

57. **THIS COURT ORDERS** that Confidential Exhibits "**EEE**" and "**FFF**" of the Haché Initial Affidavit, are hereby sealed pending further order of the Court, and shall not form part of the public record.

GENERAL

58. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

59. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of the Real Property of the DIP Lender's Charge in the form prescribed in the *Land Titles Act* or the

Registration Reform Act, or both, as applicable, the Land Registrar is hereby directed to register the DIP Lender's Charge on title of the Real Property.

60. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

61. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

62. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

64. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, and is enforceable without any need for entry and filing.

A handwritten signature in black ink, appearing to read 'G.B. Morawetz', is positioned above a horizontal line.

CHIEF JUSTICE G.B. MORAWETZ

Schedule "A"
Real Property

PIN	Legal Description
73584-0678	LT 63-67 PL 4SB MCKIM; LT 158-159 PL 25SA MCKIM; PT LT 160 PL 25SA MCKIM; PT LT 68-69 PL 4SB MCKIM; PT NELSON ST, DAVID ST PL 4SB MCKIM (CLOSED BY S70); PT S1/2 LT 5 CON 3 MCKIM AS IN S61148; S/T INTEREST IN S61148; S/T EXECUTION 00-00878, IF ENFORCEABLE; GREATER SUDBURY
73584-0804	LT 232-234 PL 6S MCKIM; PT LT 229-231 PL 6S MCKIM AS IN S53645 EXCEPT PART 1 53R6379; GREATER SUDBURY
73585-1167	PT LT 6, CON 3 MCKIN, PTS 1, 2, AND 3 ON PLAN 53R-19698; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 53R19698 AS IN SD225472; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 53R19698 AS IN SD225678; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 53R19698 AS IN SD229534; CITY OF GREATER SUDBURY
73592-0084	PCL 46194 SEC SES SRO; PT LT 2 CON 2 MCKIM PT 2 53R7594; GREATER SUDBURY
73592-0412	PCL 53884 SEC SES; 1STLY: PT LT 3 CON 2 MCKIM PT 1, 53R16920; 2NDLY: PT LT 3 CON 2 MCKIM PT 5, 8, 11 & 12 53R5371; GREATER SUDBURY; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 2,4,5,6,8,10,11,12 & 13 53R17763 AS IN SD246793
73592-0426	PCL 30769 SEC SES; LT 3 CON 2 MCKIM SW OF PT 13 & 14 53R9175, E OF PT 15 & 16 53R5371, W OF BETHEL LAKE & N OF LT65581; S/T LT394500, LT891690; GREATER SUDBURY
73592-0427	PCL 30769 SEC SES; PT LT 3 CON 2 MCKIM LT 1 EXPROP PL M785; S/T LT622331; GREATER SUDBURY; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 53R19195 AS IN SD246792
73593-0063	PCL 21810 SEC SES; FIRSTLY: PT LT 2 CON 1 MCKIM; SECONDLY: PT LT 2 CON 2 MCKIM AS IN LT130739; GREATER SUDBURY
73593-0406	PCL 34100 SEC SES AS IN LT264521; PT BROKEN LT 1 CON 1 MCKIM LOCATION 145, PT 1 SR1028; GREATER SUDBURY
73593-0446	PCL 53880 SEC SES; PT LT 3 CON 2 MCKIM PT 7 53R5371; GREATER SUDBURY
73593-0465	PCL 30769 SEC SES; LT 3 CON 2 MCKIM S OF UNIT 1,2,3,4,5 & 6 EXPROP PL D49 & SW OF PT 2,3,7,9 & 14 53R5371; EXCEPT PT 1 SR754 & PARTS 1,2,3 53R20763; N 1/2 LT 2 CON 1 MCKIM; EXCEPT LT130739; PT LT 2 CON 2 MCKIM AS IN EP6694; EXCEPT LT130739, PT 3 53R7594; SRO E 1/2 LT 3 CON 1 MCKIM; EXCEPT PT 1-6, 853R6915; PT LT 3 CON 1 MCKIM AS IN LT211094, EP4842, LT 1 EXPROP PL M764; EXCEPT PT 1 SR754; PT BROKEN LT 4 CON 2 MCKIM AS IN LT220905 (FIRSTLY); EXCEPT UNITS 1-3, 13 EXPROP PL D48; PT LT 4 CON 1 MCKIM AS IN LT2 20905 (SECONDLY) & PT 2 SR754; EXCEPT PT 1 53R4053, PT 1 53R7807, PT 1 & 2 53R8716 & PT 1 & 2 53R9178; PT LT 5 PL M92 PT 2 53R7807; S/T LT119418, LT32862, LT233153 (PARTIALLY RELEASED AS IN SD371949), LT436834, LT25019, LT748126, LT842126;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 53R7680 AS IN SD261440; SUBJECT TO AN

	EASEMENT IN GROSS OVER PART 1 53R20567 AS IN SD317507; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2 & 3 53R20797 AS IN SD353369; CITY OF GREATER SUDBURY
	Lease between Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services and Laurentian University dated January 1, 2020

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LAURENTIAN UNIVERSITY OF SUDBURY

Court File No.: CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

**AMENDED AND RESTATED INITIAL
ORDER**

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Lawyers for the Applicant

TAB B

This is Exhibit “B” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

MONDAY, THE 31ST

JUSTICE MORAWETZ

)

DAY OF MAY, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

AMENDED AND RESTATED CLAIMS PROCESS ORDER

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, amending and restating the Claims Process Order dated May 31, 2021, establishing a claims process to identify, determine and resolve claims of creditors of the Applicant, was heard this day by videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Applicant's Notice of Motion, the affidavit of Dr. Robert Haché sworn May 21, 2021 (the "**Haché Affidavit**"), the Fourth Report of Ernst & Young Inc. (the "**Monitor**" or "**EY**") dated May 27, 2021 (the "**Fourth Report**"), and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for The Toronto-Dominion Bank, counsel for Royal Bank of Canada, counsel for Bank of Montreal, counsel for the Laurentian University Faculty Association, counsel for the Laurentian University Staff Union, counsel for Thorneloe University, counsel for the University of Sudbury, counsel for Huntington University, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland dated May 27, 2021,



SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:

- (a) **"Appointing Creditors"** has the meaning ascribed to such term in paragraph 16 of this Order;
- (b) **"Applicant"** means Laurentian University of Sudbury;
- (c) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (d) **"CCAA"** has the meaning ascribed to it in the preamble to this Order;
- (e) **"Charges"** means the Administration Charge and the DIP Lender's Charge, as such terms are defined in the Initial Order;
- (f) **"Claim"** means each of:
 - (i) any right of any Person against the Applicant, in connection with any indebtedness, liability or obligation of any kind of the Applicant whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity (including any claim by a Director or Officer against the Applicant for contribution and/or indemnity arising from any D&O Claim) for or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts existing prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) would have been a claim provable in bankruptcy had the Applicant become bankrupt on the Filing Date (each, a **"Pre-Filing Claim"**, and collectively, the **"Pre-Filing Claims"**);

- (ii) any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, repudiation or disclaimer of any lease, contract, or other agreement or obligation on or after the Filing Date and whether such restructuring, termination, repudiation or disclaimer took place or takes place before or after the date of this Order (each, a "**Restructuring Claim**", and collectively, the "**Restructuring Claims**"); or
- (iii) any right of any Person against the Directors or Officers of the Applicant, or any of them, that relates to any claim for which they might be liable as a result of any act as a Director or Officer of the Applicant (each, a "**D&O Claim**", and collectively, the "**D&O Claims**"),

provided however, that "Claim" shall not include an Excluded Claim.

- (g) "**Claims Bar Date**" means the Pre-Filing Claims Bar Date, the Restructuring Claims Bar Date or the D&O Claims Bar Date, as the case may be;
- (h) "**Claims Officer**" means the person or persons who may be appointed by the Court;
- (i) "**Compensation Claims**" has the meaning ascribed to that term in paragraph 2(s)(i) of this Order;
- (j) "**Compensation Claims Methodology**" means the methodologies to be used to calculate the Compensation Claims;
- (k) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (l) "**Creditor**" means any Person asserting a Claim;
- (m) "**Creditors' Meeting**" means the meeting or meetings of Creditors scheduled pursuant to further Order of this Court for purposes of voting on a Plan, if and when filed with this Court;
- (n) "**Directors**" means all current and former directors of the Applicant, and "Director" means any one of them, and for greater certainty includes any current or former member of the Board of Governors of the Applicant;
- (o) "**D&O Claim**" has the meaning ascribed to that term in paragraph 2(f)(iii) of this Order;

- (p) **"D&O Claims Bar Date"** means 5:00 p.m. (prevailing Eastern Time) on July 30, 2021;
- (q) **"Dispute Notice"** means a written notice to the Monitor, substantially in the form attached hereto as Schedule "E", delivered to the Monitor by a Creditor who has received a Notice of Revision or Disallowance of its intention to dispute such Notice of Revision or Disallowance;
- (r) **"Employees"** means the current and former employees of the Applicant;
- (s) **"Excluded Claim"** means the following claims, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown:
 - (i) claims of: (A) any Employee for amounts owing to him or her in his or her capacity as a current or former employee of the Applicant, including without limitation, claims on account of wages, salaries, any other form of compensation (whether sales-based, incentive-based, deferred, retention-based, share-based, or otherwise), severance or termination pay, employee benefits (including, but not limited to, medical and similar benefits, disability benefits, relocation or mobility benefits, and benefits under employee assistance programs), pension and retirement benefits (including the RHBP and SuRP), vacation pay, and employee expenses, (B) any Employee arising from the administration, management or oversight of any of the pension plans or employee benefit plans administered or sponsored by the Applicant, (C) any Employee in respect of grievances under any collective agreement to which the Applicant is party, whether such grievance arose prior to or after the Filing Date, (D) any labour union of the Applicant in respect of claims arising pursuant to section 33(5) of the CCAA, and (E) Huntington University, University of Sudbury, Thorneloe University, the Sudbury Neutrino Observatory Laboratory, the Mining Innovation Rehabilitation and Applied Research Corporation or the Centre for Excellence in Mining Innovation or any current or former employee of any of the foregoing entities, in each case solely in respect of any claims relating to the participation of their current or former employees in the RHBP (collectively, including Employee and Employee grievance claims of the above nature, **"Compensation Claims"**);
 - (ii) claims against the Applicant by any student enrolled with the Applicant during the 2020-21 academic year in respect of amounts owing in respect of rebates, refunds, account credits or other similar amounts that are subject to the existing policies and procedures of the Applicant; or

- (iii) any claim entitled to the benefit of an existing or future Court-ordered priority charge ordered by the Court, including the Charges;
- (t) **"Filing Date"** means February 1, 2021;
- (u) **"Initial Order"** means the Amended and Restated Initial Order dated February 11, 2021 (as may be further supplemented, amended or varied from time to time);
- (v) **"Inspectors"** means the individuals nominated as members of the Inspector Group by the Appointing Creditors, and who have been appointed pursuant to paragraph 16 of this Order;
- (w) **"Inspector Group"** has the meaning ascribed to such term in paragraph 16 of this Order.
- (x) **"Instruction Letter"** means the guide to completing the Proof of Claim form, in substantially the form attached as Schedule "B" hereto;
- (y) **"Known Creditors"** means:
 - (i) those Creditors which, to the knowledge of the Applicant and the Monitor, were owed monies by the Applicant as of the Filing Date and which monies remain unpaid in whole or in part;
 - (ii) the collective bargaining agents, Laurentian University Faculty Association and Laurentian University Staff Union;
 - (iii) Huntington University, Thorneloe University and the University of Sudbury;
 - (iv) any Person who, to the knowledge of the Applicant and the Monitor, commenced a legal or any other proceeding against the Applicant, which legal proceeding was commenced and served upon the Applicant prior to the Filing Date; and
 - (v) any Person who is party to a lease, contract, or other agreement or obligation of the Applicant which was (to the knowledge of the Applicant and the Monitor) terminated, repudiated or disclaimed by the Applicant between the Filing Date and the date of this Order.

- (z) **“Material Claim”** means any one or more Claims that are filed against the Applicant in accordance with the provisions of this Order by or on behalf of any one Creditor, that, in the aggregate, are in an amount greater than \$5 million;
- (aa) **“Monitor”** has the meaning ascribed to it in the preamble to this Order;
- (bb) **“Notice of Revision or Disallowance”** means a notice, substantially in the form attached hereto as Schedule "D", advising a Creditor that the Monitor has revised or disallowed all or part of such Creditor's Claim as set out in the Creditor's Proof of Claim;
- (cc) **“Notice to Creditors”** means the Notice to Creditors for publication in substantially the form attached as Schedule “A” hereto;
- (dd) **“Officers”** means all current and former officers of the Applicant, and "Officer" means any one of them;
- (ee) **“Person”** is to be interpreted broadly and includes any individual, firm, general or limited partnership, joint venture, trust, corporation, limited or unlimited liability company, unincorporated organization, association, trust, collective bargaining agent, joint venture, federal or provincial government body, agency or Ministry, regulatory body, officer or instrumentality thereof, or any juridical entity, wherever situate or domiciled, and whether or not having legal status, howsoever designated or constituted, and whether acting on their own or in a representative capacity;
- (ff) **“Plan”** means any plan of compromise or arrangement by the Applicant, if and when filed, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (gg) **“Pre-Filing Claim”** has the meaning ascribed to that term in paragraph 2(f)(i) of this Order;
- (hh) **“Pre-Filing Claims Bar Date”** means 5:00 p.m. (prevailing Eastern Time) on July 30, 2021;

- (ii) **"Pre-Filing Lenders"** means collectively, Royal Bank of Canada, The Toronto-Dominion Bank and the Bank of Montreal;
- (jj) **"Proof of Claim"** means the proof of claim to be completed and filed by a Person setting forth a Claim and which shall include all supporting documentation in respect of such Claim, substantially in the form attached hereto as Schedule "C";
- (kk) **"Proof of Claim Document Package"** means a document package that includes a copy of the Notice to Creditors, Instruction Letter, Proof of Claim, and such other materials as the Monitor may consider appropriate or desirable;
- (ll) **"Proven Claim"** means a Claim as finally accepted by the Monitor, in consultation with the Applicant, or as determined by the Claims Officer or by the Court, including for purposes of voting and/or distribution under the Plan. For greater certainty, a Material Claim shall be finally accepted in accordance with paragraph 26 of this Order;
- (mm) **"Restructuring Claim"** has the meaning ascribed to that term in paragraph 2(f)(ii) of this Order;
- (nn) **"Restructuring Claims Bar Date"** means, in respect of each Restructuring Claim and each Person having a Restructuring Claim, 5:00 p.m. (prevailing Eastern Time) on the later of: (i) July 30, 2021, and (ii) the date that is 30 days after the date on which the Monitor sends a Proof of Claim Document Package to the Creditor with respect to a Restructuring Claim that arose after the Filing Date; and
- (oo) **"Secured Claim"** means any Claim of a Secured Creditor (as defined in the CCAA), but only to the extent of the value of the security in respect of the Claim.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

MONITOR'S ROLE

6. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take all such other actions and fulfill such other roles as are authorized by this Order or are incidental thereto, and that in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 47 of this Order.

NOTICE TO CREDITORS

7. **THIS COURT ORDERS** that:

- (a) the Monitor shall, as soon as practicable following the issuance of this Order, post a copy of the Proof of Claim Document Package on its website, in both French and English, at <http://www.ey.com/ca/Laurentian>;
- (b) the Monitor shall, as soon as practicable following the issuance of this Order, on behalf of the Applicant, send to each of the Known Creditors with a Claim greater than \$50 (for which the Monitor has an address) a copy of the Proof of Claim Document Package, provided however that the Monitor is not required to send the Proof of Claim Document Package, in both French and English, to any Persons that may have a Compensation Claim;
- (c) the Monitor shall, as soon as practicable following the issuance of this Order, cause the Notice to Creditors, in both French and English, to be published in *The Globe and Mail* (National Edition) and the *Sudbury Star*, each for one (1) Business Day;
- (d) with respect to Restructuring Claims, the Monitor shall, no later than five (5) Business Days following the time that the Monitor becomes aware of the effective date of the termination, repudiation or disclaimer of a lease, contract or other agreement or obligation, send to the counterparty(ies) of such agreement or obligation a Proof of Claim Document Package; and

- (e) the Monitor shall, as soon as reasonably possible following receipt of a request therefor, deliver a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material.

8. **THIS COURT ORDERS** that a separate process to deal with Compensation Claims shall be established by further Order of this Court, to address the validity and quantum of any Compensation Claims, and that this Order shall be without prejudice to any matter relating to any Compensation Claims now existing or arising in the future.

CLAIMS BAR DATES

9. **THIS COURT ORDERS** that all Proofs of Claim with respect to: (a) Pre-Filing Claims, shall be filed with the Monitor on or before the Pre-Filing Claims Bar Date, (b) Restructuring Claims, shall be filed with the Monitor on or before the Restructuring Claims Bar Date, and (c) D&O Claims, shall be filed with the Monitor on or before the D&O Claims Bar Date, except to the extent that the D&O Claim relates to a Restructuring Claim, in which case such D&O Claim shall be filed with the Monitor on or before the applicable Restructuring Claims Bar Date,.

10. **THIS COURT ORDERS** that any Creditor that does not file a Proof of Claim as provided for herein such that such Proof of Claim is received by the Monitor on or before the applicable Claims Bar Date: (a) shall be, and is hereby forever barred from making or enforcing such Claim against the Applicant or the Directors or Officers, or any of them; (b) shall not be entitled to vote at the applicable Creditors' Meeting in respect of the Plan or to receive any distribution thereunder; and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Creditor in these proceedings.

PROOFS OF CLAIM

11. **THIS COURT ORDERS** that each Creditor shall file a separate Proof of Claim against the Applicant and shall include any and all Claims it asserts against the Applicant in a single Proof of Claim.

12. **THIS COURT ORDERS** that if a Creditor is asserting a Claim against the Applicant and against the Directors or Officers of the Applicant, all such Claims shall be included in the same Proof of Claim.

13. **THIS COURT ORDERS** that, where a Creditor has taken an assignment or transfer of a Claim after the Filing Date, that Creditor shall file a separate Proof of Claim for each assigned or transferred Claim.

14. **THIS COURT ORDERS** that where a Claim against the Applicant is based on the Applicant's guarantee of the repayment of a debt of any other Person, the Proof of Claim in respect of such Claim shall clearly state that it is based on such a guarantee.

15. **THIS COURT ORDERS** that if any Claim arose in a currency other than Canadian dollars, then the Creditor making the Claim shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Monitor shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada closing rate on February 1, 2021, without prejudice to the ability of the Applicant to utilize a different exchange rate in any Plan.

ESTABLISHMENT OF INSPECTOR GROUP

16. **THIS COURT ORDERS** that four (4) individuals shall be appointed as Inspectors in accordance with the provisions of this Order (the “**Inspector Group**”). The Inspector Group shall be comprised of two (2) representatives nominated by the Pre-Filing Lenders and two (2) representatives nominated by Creditors, other than the Pre-Filing Lenders, who have either: (a) filed a Material Claim, (b) are unions representing Compensation Claims on behalf of its members in an amount greater than \$5 million on aggregate, or (c) are Huntington University, University of Sudbury or Thorneloe University if the aggregate of their Material Claim and Compensation Claim exceeds \$5 million (together with the Pre-Filing Lenders, the “**Appointing Creditors**”).

17. **THIS COURT ORDERS** that the selection of the Inspectors shall be made by the Monitor, in consultation with the Applicant and the Appointing Creditors, as soon as reasonably practicable.

18. **THIS COURT ORDERS** that if counsel or a financial advisor to any of the Appointing Creditors acts as an Inspector, such counsel or financial advisor shall, subject to the provisions of paragraphs 16 to 29 of this Order, continue to be permitted to act as counsel or financial advisor

to the Appointing Creditors and acting as an Inspector shall not be deemed to constitute a conflict of interest, subject to paragraph 24 of this Order.

19. **THIS COURT ORDERS** that the Monitor shall: (a) provide copies of each Material Claim to the Inspector Group, (b) consult with the Inspector Group with respect to each Material Claim, and (c) provide the Inspector Group with its view and recommendation as to whether each Material Claim should be accepted, revised, disallowed, or settled, in each case in whole or in part, which disclosure of such information shall be subject to the Inspectors' obligations in paragraph 22 of this Order.

20. **THIS COURT ORDERS** that the role of the Inspectors shall be to consult with the Monitor and vote on the recommendation of the Monitor with respect to the proposed acceptance, revision, disallowance or settlement of Material Claims (or any portion thereof).

21. **THIS COURT ORDERS** that the Monitor shall inform each of the Inspectors that, in the performance of their role as Inspector and in accordance with the Endorsement of this Court dated May 31, 2021, the Inspectors:

- (a) stand in a fiduciary relationship to all Creditors;
- (b) are to act in the best interest of all Creditors;
- (c) should perform their duties impartially; and
- (d) shall be compensated for acting as an Inspector in accordance with section 135 of the *Bankruptcy and Insolvency General Rules*.

22. **THIS COURT ORDERS** that, subject to paragraph 23 of this Order, each of the Inspectors shall keep in strict confidence and not disclose to any person any information regarding any Claim that may be provided to the Inspectors in connection with this process, including without limitation the copies of each Material Claim, any discussions held, analysis, recommendations or views expressed by the Monitor, the Applicant or any Inspector at a meeting of the Inspector Group (collectively, the "**Confidential Information**").

23. **THIS COURT ORDERS** that an Inspector may, expressly subject to the provisions of this Order, consult with representatives of its Appointing Creditor or the Appointing Creditor's

financial or legal advisors (collectively, each referred to as a “**Creditor Advisor**”) in the fulfillment of the Inspector’s role as an Inspector, and for that sole purpose each Inspector may disclose Confidential Information to representatives of its Appointing Creditor or a Creditor Advisor.

24. **THIS COURT ORDERS** that each representative of an Appointing Creditor or Creditor Advisor whom an Inspector intends to consult with in the fulfillment of the Inspector’s role as an Inspector shall be identified to the Monitor in advance and, prior to any such consultation, each such Appointing Creditor or Creditor Advisor, as the case may be, shall deliver to and in favour of the Monitor, in writing:

- (a) an acknowledgment of the duties of the Inspector as set out in paragraphs 21(a) to (c) and paragraph 22 hereof;
- (b) an agreement that, in the course of consulting with the Inspector, the Appointing Creditor or Creditor Advisor will not, and will cause its representatives to not act in a manner inconsistent with the Inspector’s obligations as set out in paragraphs 21(a) to (c) and paragraph 22 hereof, and
- (c) an agreement that such Appointing Creditor or Creditor Advisor shall and shall cause its representatives to: (i) keep the Confidential Information strictly confidential and use the Confidential Information solely to assist and advise the Inspector in performing its role as Inspector pursuant to this Order, and (ii) not use the Confidential Information for any other purpose in this CCAA proceeding.

Nothing in this Order shall give rise to a conflict of interest on the part of any Appointing Creditor, Creditor Advisor, or their respective representatives, or prevent any Creditor Advisor from representing the Appointing Creditor in these proceedings, including in any application to the Court contemplated in paragraph 28 hereof, all being subject to the terms of this Order.

25. **THIS COURT ORDERS** that any disclosure of any privileged communications or Confidential Information: (a) by the Monitor or its counsel to any Inspector (including as may be received from the Applicant or its counsel), or (b) by any Inspector to any representative of its Appointing Creditor or a Creditor Advisor, shall not constitute a waiver of privilege or

confidentiality. Nothing in this Order and nothing done in furtherance of this Order constitutes a waiver of privilege of any party.

26. **THIS COURT ORDERS** that the Monitor is authorized to accept, revise, disallow or settle any Material Claim provided that the Monitor has received an affirmative vote in favour of such acceptance, revision, disallowance or settlement from at least three (3) members of the Inspector Group. In the event that the Material Claim being considered was filed by or on behalf of an Appointing Creditor of an Inspector, that Inspector shall recuse themselves from the consideration of such Material Claim and the Monitor may accept, revise, disallow or settle such Material Claim (in whole or in part), provided that the Monitor has received an affirmative vote in favour of such acceptance, revision, disallowance or settlement from at least two (2) members of the Inspector Group.

27. **THIS COURT ORDERS** that the Monitor, in its reasonable discretion, may declare that an Inspector is in a conflict of interest in respect of the consideration of a Material Claim as a result of sufficient commonality with the Material Claim of such Inspector, whether based on factual or legal grounds, or both. In such circumstances, the Inspector who has been declared in conflict shall recuse themselves from the consideration of such Material Claim and the Monitor must receive an affirmative vote in favour of such acceptance, revision, disallowance or settlement from the remaining two (2) members of the Inspector Group.

28. **THIS COURT ORDERS** that if the Monitor does not receive the requisite approval of the acceptance, revision, disallowance or settlement of a Material Claim by the Inspector Group at any meeting called for that purpose, as described in either paragraph 26 or 27 of this Order, the Monitor shall apply to the Court within 10 calendar days from the date of such meeting, subject to the availability of the Court, for advice, direction and/or a determination regarding the proposed treatment of such Material Claim.

29. **THIS COURT ORDERS** that to the extent applicable with respect to a Material Claim, paragraphs 18 and 28 shall be in addition to, and not in substitution of, any other provision of this Order including, for greater certainty paragraphs 30, 32, 35, and 36.

REVIEW OF PROOFS OF CLAIM

30. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, shall review all Proofs of Claim filed, and at any time:

- (a) may request additional information from a Creditor;
- (b) may request that the Creditor file a revised Proof of Claim;
- (c) in consultation with the Applicant and subject to paragraphs 20 - 22 above with respect to Material Claims, may attempt to resolve and settle any issue arising in the Proof of Claim or in respect of a Claim;
- (d) in consultation with the Applicant and subject to paragraphs 20 - 22 above with respect to Material Claims, may accept (in whole or in part) the amount and/or status of any Claim and notify the Creditor in writing; and
- (e) in consultation with the Applicant and subject to paragraphs 20 - 22 above with respect to Material Claims, may by notice in writing revise or disallow (in whole or in part) the amount and/or status of any Claim.

31. **THIS COURT ORDERS** that where a Claim is revised or disallowed (in whole or in part, and whether as to amount and/or as to status), the Monitor shall deliver to the Creditor a Notice of Revision or Disallowance, attaching a form of Dispute Notice.

32. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms. Notwithstanding any other provision of this Order, any Claim filed with the Monitor after the applicable Claims Bar Date may, in the reasonable discretion of the Monitor or subject to further Order of the Court, be deemed to have been filed on or before the applicable Claims Bar Date, and may be reviewed by the Monitor in accordance with the process set out in this Order.

DISPUTE NOTICE

33. **THIS COURT ORDERS** that a Creditor who intends to dispute a Notice of Revision or Disallowance shall file a Dispute Notice with the Monitor as soon as reasonably practicable but in any event such that the Dispute Notice shall be received by the Monitor on or before 5:00 p.m. (prevailing Eastern Time) on the day that is fourteen (14) days after the Creditor is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 49 of this Order. The filing of a Dispute Notice with the Monitor within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 35 to 39 hereof.

34. **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Dispute Notice with the Monitor within the time period provided for in paragraph 33 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

RESOLUTION OF CLAIMS

35. **THIS COURT ORDERS** that, as soon as practicable after a Dispute Notice is received by the Monitor in accordance with this Order, the Monitor, in consultation with the Applicant and the Creditor, shall attempt to resolve and settle the amount and status of the Creditor's Claim.

36. **THIS COURT ORDERS** that, in the event that a dispute raised in a Dispute Notice is not settled within a reasonable time period or in a manner satisfactory to the Monitor, the Applicant and the applicable Creditor, the Monitor may, in its sole discretion: (a) refer the dispute to a Claims Officer for determination, or (b) on notice to the disputing Creditor, bring the dispute before the Court for determination.

37. **THIS COURT ORDERS** that either the Monitor or the Applicant is hereby authorized to bring a motion to Court seeking an order appointing a Claims Officer in respect of any and all disputed Claims.

38. **THIS COURT ORDERS** that subject to further order of the Court, the Claims Officer shall determine the status and/or amount of each Claim in respect of which a dispute has been referred to the Claims Officer and in doing so, the Claims Officer shall be empowered to

determine the process in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any disputed Claim.

39. **THIS COURT ORDERS** that the Applicant or the Creditor may appeal the Claims Officer's determination to this Court by serving upon the other (with a copy to the Monitor) and filing with this Court, within ten (10) calendar days of notification of the Claims Officer's determination of such Creditor's Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not filed within such period, then the Claims Officer's determination shall be deemed to be final and binding and shall be such Creditor's Proven Claim.

DETERMINATION OF PROVEN CLAIM

40. **THIS COURT ORDERS** that the amount and status of every Claim, including any Secured Claim, as finally determined in accordance with the procedures set forth in this Order, shall be final for all purposes, including for voting on and/or distributions made to Creditors of the Applicant pursuant to the Plan, provided however, that no Claim may be allowed or may be established as a Proven Claim unless a Proof of Claim with respect to that Claim is filed in accordance with this Order.

41. **THIS COURT ORDERS** that a Claim shall not be a Proven Claim in whole or in part unless and until the Claim has been allowed or otherwise finally determined in whole or in part in accordance with the procedures set out in this Order or further Order of the Court.

NOTICE OF TRANSFEREES

42. **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until (a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor, and (b) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

43. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Applicant and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 42 of this Order and the Monitor has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

44. **THIS COURT ORDERS** that the transferee or assignee of any Claim (a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of the Applicant against any such transferor or assignor, including any rights of set-off which the Applicant had against such transferor or assignor, and (b) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to the Applicant, whether by way of set off, application, merger, consolidation or otherwise.

COMPENSATION CLAIMS

45. **THIS COURT ORDERS** that the Applicant and the Monitor, in consultation with representatives of the Laurentian University Faculty Association and Laurentian University Staff Union, shall:

- (a) establish the primary categories of claims to be covered in a Compensation Claims process;

- (b) determine what information and how the information required to calculate such claims can be compiled with regard to the information available from the Applicant and third-party service providers;
 - (c) establish the Compensation Claims Methodology; and
 - (d) consider alternative procedures for notification and claim processing,
- (the “**Compensation Claims Process**”).

In the development of the Compensation Claims Process, the Applicant and the Monitor shall consult with Huntington University, University of Sudbury, Thorneloe University and any other relevant employer, in each case solely in respect of any claims relating to the participation of their current or former employees in the RHBP.

46. **THIS COURT ORDERS** that the Applicant shall bring a motion to Court by no later than July 30, 2021 seeking approval of:

- (a) the Compensation Claims Methodology; and
- (b) the process for notification of Employees and claim processing.

PROTECTIONS FOR MONITOR

47. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (c) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation, and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

DIRECTIONS

48. **THIS COURT ORDERS** that the Applicant or the Monitor may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

49. **THIS COURT ORDERS** that the Monitor or the Applicant, as the case may be, are at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to Creditors or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the third Business Day after mailing.

50. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim) to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
100 Adelaide Street West, PO Box 1
Toronto, Ontario
Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

51. Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

MISCELLANEOUS

52. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the CCAA proceedings or rights under a Plan.

53. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of a Claim or Excluded Claim into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims or

Excluded Claims, or any other claims shall be dealt with in accordance with the terms and conditions of a Plan and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any Plan or further Order of the Court.

54. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to Section 17 of the CCAA) and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, and is enforceable without any need for entry and filing.



CHIEF JUSTICE G.B. MORAWETZ

SCHEDULE “A”

NOTICE TO CREDITORS

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**
 (“LU” or the “Applicant”)

**NOTICE OF THE CLAIMS PROCESS AND CLAIMS BAR DATE FOR THE
APPLICANT IN THE CCAA PROCEEDINGS**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Court made on May 31, 2021, (the “**Claims Process Order**”) a claims process has been commenced for the purpose of identifying and determining certain claims against the Applicant. Capitalized terms under this Notice that are not otherwise defined herein have the meaning ascribed to them in the Claims Process Order (a copy of which is available on the Monitor's Website).

PLEASE TAKE NOTICE that the claims process applies to Claims, as described in the Claims Process Order. The claims process has called for *Pre-Filing Claims, Restructuring Claim and, D&O Claims*. Any creditor who has not received a Claims Package and who believes that he or she has a Claim against the Applicant, under the Claims Process Order must contact the Monitor in order to obtain a Proof of Claim form or visit the Monitor’s Website.

PLEASE TAKE NOTICE that Employees will not be receiving a Claims Package and do not need to complete a Proof of Claim at this time. Compensation Claims of Employees will be determined by a Court-approved Compensation Claims Methodology at a later date.

THE PRE-FILING CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on July 30, 2021. This bar date applies to all Pre-filing Claims, which does not include Restructuring Claims or Compensation Claims. Proofs of Claim must be completed and filed with the Monitor using the procedures required in the Claims Process Order so that they are received by the Monitor on or before the Pre-Filing Claims Bar Date.

THE RESTRUCTURING CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on the date that is the later of: (i) July 30, 2021, and (ii) the date that is 30 days after the date on which the Monitor sends a Proof of Claim Document Package to the Creditor with respect to such Restructuring Claim. Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor using the procedures required in the Claims Process Order so that they are received by the Monitor on or before the Restructuring Claims Bar Date.

THE D&O CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on July 30, 2021. This bar date applies to all D&O Claims, which does not include Restructuring Claims or Compensation Claims. Proofs of Claim must be completed and filed with the Monitor using the procedures required in the Claims Process Order so that they are received by the Monitor on or before the D&O Claims Bar Date.

HOLDERS OF CLAIMS WHO DO NOT FILE A PROOF OF CLAIM BY THE PRE-FILING CLAIMS BAR DATE, RESTRUCTURING CLAIMS BAR DATE OR D&O CLAIMS BAR DATE SHALL BE FOREVER EXTINGUISHED AND BARRED FROM ASSERTING THEIR CLAIMS AGAINST THE APPLICANT OR THE DIRECTORS AND OFFICERS OF THE APPLICANT.

CREDITORS REQUIRING INFORMATION or claims documentation may contact the Monitor. The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, or the Claims Process is:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com
Website: <http://www.ey.com/ca/Laurentian>

SCHEDULE "B"**INSTRUCTION LETTER**

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY** ("LU" or the "**Applicant**")

INSTRUCTION LETTER

CLAIMS PROCESS

By Order of the Ontario Superior Court of Justice (Commercial List) dated May 31, 2021 ("**Claims Process Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the Applicant and Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicant (in such capacity, the "**Monitor**"), have been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order and other public information concerning these proceedings can be obtained from the Monitor's website at: <http://www.ey.com/ca/Laurentian>

This letter provides general instructions for completing a Proof of Claim form. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Process Order.

The Claims Process is intended to identify and determine the amount of certain Claims against the Applicant or the Directors or Officers of the Applicant.

Current and former Employees with Compensation Claims and other Excluded Claims do not need to complete a Proof of Claim at this time.

Please review the Claims Process Order for the full terms of the Claims Process.

All notices and inquiries with respect to the Claims Process should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

Ernst & Young Inc.
 Court-appointed Monitor of Laurentian University of Sudbury
 Ernst & Young Tower
 100 Adelaide Street West, P.O. Box 1
 Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
 Email: LaurentianUniversity.monitor@ca.ey.com

FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (excluding Compensation Claim) against the Applicant, you must complete and file a Proof of Claim form with the Monitor.

All Proofs of Claim for Pre-Filing Claims (Claims against the Applicant arising prior to February 1, 2021) must be received by the Monitor before 5:00 p.m. (Toronto Time) on July 30, 2021 (the "**Pre-Filing Claims Bar Date**"), subject to the provisions of the Claims Process Order.

All Proofs of Claim for Restructuring Claims must be received by the Monitor on the date that is the later of: (i) July 30, 2021, and (ii) thirty (30) calendar days following the date on which the Monitor sends a Claims Package with respect to such Restructuring Claim (the "**Restructuring Claims Bar Date**"), subject to the provisions of the Claims Process Order. If you do not file a Proof of Claim in respect of any such Restructuring Claim by the Restructuring Claims Bar Date, any Restructuring Claim that you may have shall be forever extinguished and barred.

All Proofs of Claim for D&O Claims must be received by the Monitor before 5:00 p.m. (Toronto Time) on July 30, 2021 (the "**D&O Claims Bar Date**"), subject to the provisions of the Claims Process Order.

All Claims denominated in a foreign currency shall be converted to Canadian Dollars at the Bank of Canada Canadian Dollar Daily Exchange Rate in effect as of the date of the Initial Order.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor's website at <http://www.ey.com/ca/Laurentian> or by contacting the Monitor.

DATED this ____ day of May, 2021

SCHEDULE “C”**PROOF OF CLAIM**

Court File No.: CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT*
ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**
(“LU” or the “Applicant”)

PROOF OF CLAIM**1. PARTICULARS OF CREDITOR**

Full Legal Name of Creditor:	
Full Mailing Address of Creditor:	
Telephone Number of Creditor:	
E-mail Address of Creditor:	
Attention (Contact Person):	

2. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

- (a) Have you acquired this Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

a. Full Legal Name of original creditor(s):

3. PROOF OF CLAIM

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

That I am a Creditor [or hold the position of _____ of the Creditor] and have knowledge of all the circumstances connected with the Claim described herein;

That I have knowledge of all the circumstances connected with the Claim described and set out below;

The Applicant was and is still indebted to the Creditor as follows:

Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian Dollars at rate as set out in the Claims Process Order.

	Class of Claim Against the Applicant (Pre-Filing Claims, Restructuring Claim)	Amount of Claim Against the Applicant (include the foreign currency if not Canadian dollars)
1.		\$
2.		\$
TOTAL AMOUNT OF CLAIMS		\$

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

☐ Total Unsecured Claim of \$ _____

☐ Total Secured Claim of \$ _____

In respect of this debt, I hold security over the assets of LU valued at \$ _____, the particulars of which security and value are attached to this Proof of Claim form.

(If the Claim is secured, provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

5. PARTICULARS OF CLAIM:

The particulars of the undersigned's total Claims (including Pre-Filing Claims, Restructuring Claims or any D&O Claims) are attached.

Provide full particulars of the Claim(s) and supporting documentation you are asserting a Claim against, the amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. In the event that any part of your claim also includes a claim amount against the Directors and Officers, please particularize the exact amount claimed against the Directors and Officers and the accompanying legal analysis. If you fail to sufficiently explain the legal analysis in respect of any claim against the Directors and Officers, that portion of the claim will be revised or disallowed.

FILING OF CLAIM

For Pre-Filing Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the Pre-Filing Claims Bar Date (July 30, 2021).

For Restructuring Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the date that is the later of: (i) July 30, 2021, and (ii) thirty (30) calendar days following the date on which the Monitor sends a Claims Package with respect to such Restructuring Claim.

For D&O Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the D&O Claims Bat Date (July 30, 2021).

In each case, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email to the Monitor at the following address:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com

Dated at _____ this _____ day of _____, 20____.

Witness Name:

Name of Creditor: _____

Signature of Creditor:

*If Creditor is other than an individual, print name
and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE “D”**NOTICE OF REVISION OR DISALLOWANCE****Court File No.: CV-21-656040-00CL**

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

**IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY (“LU” or the “Applicant”)**

NOTICE OF REVISION OR DISALLOWANCE

TO:

Terms not otherwise defined in this Notice have the meaning ascribed thereto in the Claims Process Order. The Claims Process Order can be accessed on the Monitor’s website at www.ey.com/ca/Laurentian.

This Notice of Revision or Disallowance is issued pursuant to the Claims Process Order. The Monitor hereby gives you notice that it has reviewed your Proofs of Claim and has revised or disallowed your Claim as set out below:

Claim Type	Amount of Claim per Proof of Claim	Disallowed Amount	Allowed as Revised

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Dispute Notice in accordance with the Claims Process Order, such that it is received by the Monitor by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com

If you do not deliver a Dispute Notice in accordance with the Claims Process Order, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at _____ this _____ day of _____, 20____.

SCHEDULE “E”
DISPUTE NOTICE

Court File No.: CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT*
ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**
 (“LU” or the “Applicant”)

DISPUTE NOTICE

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	
Full Mailing Address of Creditor:	
Telephone Number of Creditor:	
E-mail Address of Creditor:	
Attention (Contact Person):	

2. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

- (b) Have you acquired this Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian dollars at the rate as set out in the Claims Process Order.)

We hereby disagree with the value of our Claim as set out in the Notice of Revision or Disallowance dated _____, as set out below:

Claim Type (Pre-filing Claim, Restructuring Claim)	Claim as Allowed or Revised per Notice of Revision or Disallowance	Claim amount per Creditor
	\$	\$
	\$	\$
	\$	\$
	\$	\$

(Insert particulars of your Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by you.)

4. REASONS FOR DISPUTE:

Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the Claim, as stated by you in item 3 above.

If you intend to dispute the Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Dispute Notice in accordance with the Claims Process Order such that it is received by the Monitor by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No. CV-21-00656040-00CL

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

Proceedings commenced at Toronto

**AMENDED AND RESTATED CLAIMS PROCESS
ORDER**

THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

D.J. Miller (LSO# 344393P)

Email: djmiller@tgf.ca

Mitchell W. Grossell (LSO# 69993I)

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Andrew Hanrahan (LSO# 78003K)

Email: ahanrahan@tgf.ca

Derek Harland (LSO# 79504N)

Email: धारland@tgf.ca

Tel: 416-304-1616

Lawyers for the Applicant

TAB C

This is Exhibit “C” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final upward stroke.

Commissioner for Taking Affidavits (or as may be)

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	TUESDAY, THE 17TH
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Applicant

AMENDED COMPENSATION CLAIMS PROCESS ORDER

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order, among other things, approving the methodology for the identification and determination of Compensation Claims (as defined below), was heard this day by videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicant dated August 10, 2021, the Motion Record of the Applicant dated September 10, 2021 (the "Motion Record"), the Sixth Report of Ernst & Young Inc. (the "**Monitor**" or "**EY**") dated August 12, 2021 (the "**Sixth Report**"), the Eighth Report of the Monitor dated September 28, 2021, the Responding Motion Record of Huntington University dated August 13, 2021, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the Laurentian University Faculty Association, counsel for Thorneloe University and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Khadija Waqqas dated August 11, 2021, and the Affidavit of Service of Derek Harland dated September 22, 2021.

ON BEING ADVISED that certain claims were excluded from the operation of the Claims Process Order (as defined below), and that the Applicant now wishes to establish a claims process with respect to the Compensation Claims (as defined below).

Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:

- (a) **“Applicant” or “LU”** means Laurentian University of Sudbury;
- (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) **"CCAA"** has the meaning ascribed to it in the preamble to this Order;
- (d) **“Claims Process Order”** means the Amended and Restated Claims Process Order dated May 31, 2021, as such Claims Process Order may be further amended from time to time;
- (e) **“Compensation Claims”** mean the following claims against the Applicant:
 - (i) all claims in respect of the following, which shall be collectively referred to as **“Employee Claims”**:
 - (1) claims of any Employee or Retiree for amounts owing to him or her in his or her capacity as a current or former employee of the Applicant, including without limitation, claims on account of wages, salaries, any other form of compensation (whether sales-based, incentive-based, deferred, retention-based, share-based, or otherwise), termination or severance pay, employee benefits (including, but not limited to, medical and similar benefits, disability benefits, relocation or mobility benefits, and benefits under employee assistance programs), pension and retirement benefits (including the Registered Pension Plan, RHBP and SuRP), vacation pay, and employee expenses;

- (2) claims of any Employee or Retiree arising from the administration, management or oversight of any of the pension plans or employee benefit plans administered or sponsored by the Applicant (including the Registered Pension Plan, RHBP and SuRP); and
 - (3) claims by any Employee or Retiree, or the surviving spouse or other beneficiary of any Employee or Retiree, for other amounts owing to such Person in their capacity as an Employee, as plan member, surviving spouse or other beneficiary of the plan, to the extent not already captured in subparagraphs 2(e)(i)(1) or 2(e)(i)(2) of this Order (**“Other Employee Claims”**);
- (ii) claims by any Employee or Union (whether on behalf of an Employee or otherwise) in respect of grievances under any collective agreement to which the Applicant is party, whether such grievance arose prior to or after the Filing Date and is in respect of any matter that:
- (1) is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date; or
 - (2) arises as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements
- (collectively, **“Grievance Claims”**);
- (iii) claims by any Union arising pursuant to section 33(5) of the CCAA (**“Union Claims”**); and
- (iv) ~~claims by Huntington University, University of Sudbury, Thornelee University, the Sudbury Neutrino Observatory Laboratory, the Mining Innovation Rehabilitation and Applied Research Corporation or the Centre for Excellence in Mining Innovation, or any current or former employee of any of the foregoing entities or such current or former employee’s surviving spouse or other beneficiary~~any of the Third Parties, in each case made on behalf of any of their respective Third Party Employees, in each case solely in respect of any claims relating to the participation of their current or former employees in the RHBP (**“Third Party RHBP Claims”**).

For greater certainty, Compensation Claims shall not include any D&O Claims as such term is defined in the Claims Process Order;

- (f) **“Compensation Claimant”** means any Person asserting a Compensation Claim;
- (g) **“Compensation Claim Information”** means the information relating to a Compensation Claimant, including Personal Information and the description of the

- Compensation Claims held by the Compensation Claimant, to be used in the calculation of the Compensation Claimant's Compensation Claim in accordance with the Compensation Claims Methodology, based on the books and records of the Applicant;
- (h) **"Compensation Claim Inquiry Form"** means the blank information form, substantially in the form attached hereto as Schedule "D", that any Person who believes that they have a Compensation Claim but did not receive a Statement of Compensation Claim from the Monitor may fill out and deliver to the Monitor;
 - (i) **"Compensation Claims Bar Date"** means 5:00 p.m. (prevailing Eastern Time) on October 14, 2021, or, in respect of an Employee Claimant or Person that receives a Statement of Compensation Claim in accordance with paragraph 18 or 19 of this Order, respectively, the date that is 30 calendar days after the date on which the Monitor sends the Statement of Compensation Claim to the Employee Claimant or Person, as applicable;
 - (j) **"Compensation Claims Methodology"** means the methodology, including the underlying assumptions set forth or incorporated therein, to be used to calculate the Compensation Claims, attached hereto as Schedule "A";
 - (k) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
 - (l) **"CPO Claim"** means any claim called for pursuant to the Claims Process Order;
 - (m) **"Creditors' Meeting"** means the meeting or meetings of Compensation Creditors (and any other creditors) scheduled pursuant to further Order of this Court for the purposes of voting on a Plan, if and when filed with this Court;
 - (n) **"Directors"** means all current and former directors of the Applicant, and "Director" means any one of them, including, for greater certainty any current or former member of the Board of Governors of the Applicant;
 - (o) **"Duplicate Claim"** means a claim that is asserted against the Applicant or an Officer or Director that duplicates in whole or in part another Compensation Claim or CPO Claim;

- (p) **“Employees”** means the current and former employees of the Applicant;
- (q) **“Employee Claim”** has the meaning ascribed to it in subparagraph 2(e)(i) of this Order;
- (r) **“Employee Claimant”** means any Compensation Claimant asserting an Employee Claim;
- (s) **“Filing Date”** means February 1, 2021;
- (t) **“Grievance Claim”** has the meaning ascribed to it in subparagraph 2(e)(ii) of this Order;
- (u) **“Initial Order”** means the Amended and Restated Initial Order dated February 11, 2021 (as such order may be further supplemented, amended or varied from time to time);
- (v) **“LUFA”** means Laurentian University Faculty Association;
- (w) **“LUFA MOU”** means the memorandum of understanding entered into between the Applicant and LUFA dated April 7, 2021;
- (x) **“LUFA Term Sheet”** means the term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021), entered into between the Applicant and LUFA dated April 7, 2021;
- (y) **“LUSU”** means Laurentian University Staff Union;
- (z) **“LUSU Term Sheet”** means the term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021), entered into between the Applicant and LUSU dated April 5, 2021;
- (aa) **“Monitor”** means Ernst & Young Inc., in its capacity as monitor of the Applicant pursuant to the Initial Order;

- (bb) **“Notice for Publication to Employees”** means the notice to Employee Claimants for publication, substantially in the form attached hereto as Schedule “D”, or such Notice for Publication as translated into French;
- (cc) **“Notice of Dispute”** means the notice to be filed by a Compensation Claimant pursuant to paragraph 23 of this Order substantially in the form attached hereto as Schedule “E”;
- (dd) **“Officers”** means all current and former officers of the Applicant, and "Officer" means any one of them;
- (ee) **"Person"** is to be interpreted broadly and includes any individual, firm, general or limited partnership, joint venture, trust, corporation, limited or unlimited liability company, unincorporated organization, association, trust, collective bargaining agent, joint venture, federal or provincial government body, agency or Ministry, regulatory body, officer or instrumentality thereof, or any juridical entity, wherever situate or domiciled, and whether or not having legal status, howsoever designated or constituted, and whether acting on their own or in a representative capacity;
- (ff) **“Personal Information”** means personal information relating to a particular Employee based on the books and records of the Applicant as at the date of termination of such Employee, as may be amended or updated from time to time;
- (gg) **"Plan"** means any plan of compromise or arrangement filed by the Applicant in the CCAA Proceeding, if and when filed, as revised, amended, modified or supplemented from time to time in accordance with its terms;
- (hh) **"Proven Claim"** means a Compensation Claim as finally determined in accordance with this Order;
- (ii) **“Registered Pension Plan”** means the Retirement Plan of Laurentian University of Sudbury, Registration No. 0267013;
- (jj) **“Retiree”** means a former employee of the Applicant who has retired from the Applicant, with such retirement being effective prior to April 30, 2021;

- (kk) “**RHBP**” means the Retirees Health Benefit Plan administered by the Applicant, including as it relates to Employees, Retirees and Third Party Employees;
- (ll) “**Statement of Compensation Claim**” has the meaning ascribed to it in paragraph 13 of this Order;
- (mm) “**SuRP**” means all supplementary pension arrangements including the Laurentian University Supplemental Retirement Plan and all individual contractual supplementary pension arrangements;
- (nn) “**Third Parties**” means Huntington University, Thorneloe University, University of Sudbury, Sudbury Neutrino Observatory Laboratory, Mining Innovation Rehabilitation and Applied Research Corporation, and Centre for Excellence in Mining Innovation;
- (oo) “**Third Party Employees**” means any current or former employee of a Third Party, including any retirees or surviving spouses of retirees of the Third Party, who ~~participate~~participated in the RHBP;
- (pp) “**Third Party RHBP Claim**” has the meaning ascribed to it in subparagraph 2(e)(iv) of this Order;
- (qq) “**Third Party RHBP Claims Bar Date**” means 5:00 p.m. (prevailing Eastern Time) on November 26, 2021;
- ~~(rr)~~ ~~(qq)~~ “**Union Claim**” has the meaning ascribed to it in subparagraph 2(e)(iii) of this Order;
- ~~(ss)~~ ~~(rr)~~ “**Union Restructuring Agreements**” means collectively, the LUFA Term Sheet, the LUSU Term Sheet and the LUFA MOU; and
- ~~(tt)~~ ~~(ss)~~ “**Unions**” means collectively, LUFA and LUSU.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

APPROVAL OF COMPENSATION CLAIMS METHODOLOGY

6. **THIS COURT ORDERS** that the Compensation Claims Methodology is approved and shall govern the determination of all Compensation Claims.

7. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Compensation Claims Methodology shall be final and binding on the Applicant and all Compensation Claimants with respect to the determination of all Compensation Claims;
- (b) no Compensation Claimant filing a Notice of Dispute shall directly or indirectly assert, advance, re-assert or re-file any Compensation Claim that is not calculated in accordance with the Compensation Claims Methodology; and
- (c) any Compensation Claim that is directly or indirectly asserted, advanced, re-asserted or re-filed that is not calculated in accordance with the Compensation Claims Methodology shall be disallowed.

8. **THIS COURT ORDERS** that, in accordance with the Compensation Claims Methodology, in the event that a LUFA Terminated Employee or LUSU Terminated Employee (each as defined in the Compensation Claims Methodology) is recalled for a permanent position prior to the distribution of any amounts pursuant to a Plan, such Compensation Claimants' Termination and Severance Claim (as defined in the Compensation Claims Methodology) shall be reduced to any base salary for the period from the date of termination to the date of the recall.

NOTICE OF COMPENSATION CLAIMS PROCESS

9. **THIS COURT ORDERS** that:

- (a) within five (5) Business Days following the granting of this Order, the Monitor will post on its website at www.ey.com/ca/laurentian an electronic copy of the Motion

Record relating to the within motion and will also, as a separate link, post an electronic copy of the following documents:

- (i) this Order; and
 - (ii) the Compensation Claims Methodology (in both English and French);
- (b) by no later than September 10, 2021, the Monitor will post on its website, as a separate link, copies of the following documents (in both French and English):
- (i) the Notice for Publication to Employee Claimants; and
 - (ii) Compensation Claim Inquiry Form; and
- (c) by no later than September 17, 2021, the Monitor shall cause the Notice for Publication to Employee Claimants to be published in English in the Globe and Mail (National Edition) and the Sudbury Star, and in French in *Le Voyageur*.

COMPENSATION CLAIMS PROCESS

Information Sharing

10. **THIS COURT ORDERS** that forthwith following the granting of this Order, the Applicant shall make commercially reasonable efforts to inform the Monitor of all potential Compensation Claimants that may have Compensation Claims by providing the Monitor with a list of all potential Compensation Claimants and their last known address according to the books and records of the Applicant.

10A. **THIS COURT ORDERS** that to the extent such information is not available to or provided by the Applicant, each of the Third Parties shall forthwith, and by no later than seven calendar days following written request from the Monitor: (a) inform the Monitor of all Third Party Employees on behalf of which the Third Party may be entitled to assert a Third Party RHBP Claim, and (b) to the extent available to the Third Party based on the Third Party's books and records, provide the Monitor with the Compensation Claim Information with respect to such Third Party Employees who, as at April 30, 2021, were eligible to receive benefits under the RHBP that is necessary for the Monitor to complete the Statements of Compensation Claim and calculate the Third Party RHBP Claims for such Third Parties (on behalf of eligible Third Party Employees).

Each of the Third Parties shall inform the Monitor of any change or discrepancy in such information as soon as reasonably possible after the discovery of such change or discrepancy.

10B. THIS COURT ORDERS that, if requested by a Third Party, the Applicant shall provide the Third Party with Compensation Claim Information with respect to such Third Party's Third Party Employees that is necessary for the Third Party to administer the Third Party RHBP Claims or any payments or distributions in respect thereof on behalf of the Third Party Employees.

11. **THIS COURT ORDERS** that the Applicant shall provide the Monitor with the Compensation Claim Information available with respect to the Employees~~and~~, Retirees, and Third Party Employees necessary for the Monitor to complete the Statements of Compensation Claim and shall inform the Monitor of any change or discrepancy in such information as soon as reasonably possible after the discovery of such change or discrepancy.

12. **THIS COURT ORDERS** that the Monitor shall consult with the Unions to verify the accuracy of the Compensation Claim Information of their respective members in order to complete the Statement of Compensation Claim before sending the completed Statement of Compensation Claim to the Compensation Claimants.

Statements of Compensation Claim

13. **THIS COURT ORDERS** that the Monitor, with the assistance of the Applicant and such actuarial assistance as they may reasonably require, shall calculate the Compensation Claims in accordance with the Compensation Claims Methodology based on each Compensation Claimant's Compensation Claim Information and shall prepare a statement substantially in the form attached hereto as Schedule "B" (the "**Statement of Compensation Claim**") to be sent by the Monitor to each known, potential Compensation Claimant.

14. **THIS COURT ORDERS** that the Monitor shall cause the Statements of Compensation Claim to be sent to each of the known, potential Compensation Claimants at their respective last known municipal address or email address, as recorded in the Applicant's books and records, sent by either prepaid ordinary mail, courier, or electronic mail within twenty-one (21) calendar days after the date this Order is granted. In the case of Third Party RHBP Claims, the Monitor shall send Statements of Compensation Claim to each of the Third Parties, in the manner outlined above on or before October 22, 2021.

14A. **THIS COURT ORDERS** that upon receipt by the Third Parties of their respective Statement of Compensation Claim, the Third Party shall notify, in writing, their Third Party Employees, at their respective last known municipal address or email address, of the potential Third Party RHBP Claim, and shall be entitled to share with individual Third Party Employees information in respect of the portion of the Statement of Compensation Claim that relates to such individual.

15. **THIS COURT ORDERS** that if a Statement of Compensation Claim is returned to the Monitor as having an incorrect address, the Monitor and the Applicant will make reasonable efforts to ascertain a correct address for that Compensation Claimant, including consulting with the Unions if the Compensation Claimant is a Union member, and attempt to resend the Statement of Compensation Claim to such Compensation Claimant.

16. **THIS COURT ORDERS** that if the Monitor becomes aware, prior to any distribution in accordance with a Plan, that a Compensation Claimant with a RHBP Claim (as defined in the Compensation Claims Methodology) is deceased and the remaining benefit term for the spouse of the deceased has lapsed, the RHBP Claim for such Compensation Claimant shall be reduced to zero. For greater certainty, this provision applies to a Third Party RHBP Claim, or a portion thereof, of a Third Party on behalf of the Third Party Employees.

17. **THIS COURT ORDERS** that the sending of the Statement of Compensation Claim in accordance with this Order, and the noticing of this Compensation Claims process as set out in paragraph 9 of this Order, shall constitute good and sufficient delivery of the Statement of Compensation Claim and notice of this Order and the Compensation Claims Bar Date on all Compensation Claimants who may be entitled to receive notice and who may have a Compensation Claim, and no other notice needs to be given or made and no other document or material needs to be sent or served upon any Compensation Claimant in respect of this Order.

Additional Potential Compensation Claimants

18. **THIS COURT ORDERS** that if the Applicant or the Monitor become aware of any further Compensation Claims following the date of this Order (including as a result of the termination of an Employee after the date of this Order), the Monitor shall, as soon as reasonably practicable, send such Person a Statement of Compensation Claim, and direct such Person to the documents

posted on the Monitor's Website, or otherwise respond to a request for documents or information as the Monitor considers appropriate in the circumstances.

19. **THIS COURT ORDERS** that any Person who believes they have a Compensation Claim and has not received a Statement of Compensation Claim shall submit a Compensation Claim Inquiry Form to the Monitor. The Monitor, with the assistance of the Applicant and any relevant Union, shall review the Compensation Claim Inquiry Form and attempt to determine whether such Person has a Compensation Claim. Following such determination, the Monitor shall send to the requesting Person a Statement of Compensation Claim indicating that Person's Compensation Claims, if any.

20. **THIS COURT ORDERS** that any Person who believes they have a Compensation Claim and has not received a Statement of Compensation Claim shall submit a Compensation Claim Inquiry Form to the Monitor on or before October 14, 2021. Any Person that does not submit a Compensation Claim Inquiry Form on or before October 14, 2021: (a) shall be, and is hereby forever barred from asserting a Compensation Claim against the Applicant, (b) shall not, solely in respect of the Compensation Claim, be entitled to vote at the applicable Creditors' Meeting in respect of the Plan or to receive any distribution thereunder, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in these proceedings.

21. **THIS COURT ORDERS** that any such Person referred to in paragraph 19 of this Order may dispute the Statement of Compensation Claim in accordance with paragraph 23 of this Order.

22. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which a Compensation Claim Inquiry Form delivered hereunder is completed and executed, and may, where the Monitor is satisfied that a Compensation Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such Compensation Claim Inquiry Form. Notwithstanding any other provision of this Order, any Compensation Claim Inquiry Form filed with the Monitor after the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, may, in the reasonable discretion of the Monitor or subject to further Order of the Court, be deemed to have been filed on or before October 14, 2021, or the Third Party RHBP Claims Bar Date in the

case of Third Party RHBP Claims, and may be reviewed by the Monitor in accordance with the process set out in this Order.

Disputed Claims

23. **THIS COURT ORDERS** that if a Compensation Claimant disputes any of the Compensation Claim Information used to calculate its Compensation Claim, as set out in the Statement of Compensation Claim, the Compensation Claimant must file a Notice of Dispute with the Monitor on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable.

23A. THIS COURT ORDERS that if a Third Party Employee is not included in the Statement of Compensation Claim sent to a Third Party or disputes any of the Compensation Claim Information used to calculate the portion of the Third Party RHBP Claim relating to such individual, as set out in the Statement of Compensation Claim delivered to the Third Party, the Third Party Employee shall advise the Third Party by no later than November 15, 2021, and such Third Party shall review such information and determine if a Notice of Dispute is to be filed with the Monitor. For greater certainty, all Notices of Dispute shall be filed on or before the Third Party RHBP Claims Bar Date.

24. **THIS COURT ORDERS** that any Notice of Dispute with respect to an individual Employee or Retiree shall be filed by such individual Employee or Retiree, as applicable. For greater certainty, the Unions shall not file a Notice of Dispute on behalf of their respective Employees or Retirees, as applicable. Notwithstanding the foregoing, the Monitor is permitted to provide the applicable Unions with summary information in respect of the Employee Claims as they relate to members of that Union.

25. **THIS COURT ORDERS** that if any Notice of Dispute with respect to the Third Party RHBP Claims shall be filed and responded to by the applicable Third Party on behalf of any Third Party Employees, and shall not be filed by individual Third Party Employees or the Unions on behalf of their members. If any Compensation Claimant does not file a Notice of Dispute in accordance with paragraph 23, then the Compensation Claim of such Compensation Claimant, shall be deemed to be a Proven Claim in the amount set out in the applicable Statement of Compensation Claim.

26. **THIS COURT ORDERS** that any Compensation Claimant that does not file a Notice of Dispute as provided for herein such that the Notice of Dispute is received by the Monitor on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable: (a) shall be, and is hereby forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim, (b) shall not be entitled to vote at the applicable Creditors' Meeting in respect of the Plan, or to receive any payment or distribution thereunder, with respect to any other Compensation Claim, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in these proceedings with respect to any other Compensation Claim.

Resolution of Disputed Compensation Claims

27. **THIS COURT ORDERS** that in the event that a Notice of Dispute is received or deemed to be received by the Monitor prior to the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable (or such later date as the Court may otherwise direct), the Monitor, in consultation with the Applicant, shall attempt to resolve the dispute. If the dispute cannot be resolved within a reasonable period of time or in a manner satisfactory to the Applicant, the Monitor and the applicable Compensation Claimant, then paragraphs 35 to 39 of the Claims Process Order shall apply.

Adequacy of Compliance

28. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicant, is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which a Notice of Dispute delivered hereunder is completed and executed, and may, where the Monitor is satisfied that a Compensation Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such Notice of Dispute. Notwithstanding any other provision of this Order, any Notice of Dispute filed with the Monitor after the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, may, in the reasonable discretion of the Monitor or subject to further Order of the Court, be deemed to have been filed on or before the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, and may be reviewed by the Monitor in accordance with the process set out in this Order.

GENERAL

29. **THIS COURT ORDERS** that the Monitor and the Applicant shall attempt to identify all Duplicate Claims, and may at any time seek directions from the Court as to which Person or Persons shall be given sole or primary carriage with respect to the assertion of any Compensation Claim that is a Duplicate Claim, and with respect to the process and procedures for resolving Duplicate Claims.

30. **THIS COURT ORDERS** that, pursuant to clauses 7(1)(a) and 7(2)(d) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor may collect and use Personal Information of the Employees, but only in a manner which is in all material respects identical to the prior use of such information by the Applicant or otherwise to the extent desirable or required to fulfill the Monitor's duties as are required by this Order or by this Court from time to time.

31. **THIS COURT ORDERS** that paragraphs 40 to 44 and 47 to 54 of the Claims Process Order shall apply to this Order, with any minor amendments that are necessary in respect of Compensation Claims.

SCHEDULE “A” COMPENSATION CLAIMS METHODOLOGY

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Compensation Claims Process Order.
2. This Schedule sets out the methodology for calculating all Compensation Claims and includes without limitation, claims of ~~active~~Active Employees as of the date of the Compensation Claims Process Order (“**Active EmployeeEmployees**”), Employees whose employment with the Applicant was terminated by the Applicant or who received notice of termination of employment between the Filing Date and the date of the Compensation Claims Process Order (“**Terminated Employees**”), former employees whose employment with the Applicant ended on or before the Filing Date, other than Retirees (“**Former Employees**”) and retirees who retired from employment with the Applicant and were eligible to receive Registered Pension Plan payments or to make claims under the RHBP prior to the Filing Date (“**Retirees**”).
3. Any claim of Active Employees, Terminated Employees, Former Employees, or Retirees that is not a Compensation Claim must be filed in accordance with the Claims Process Order.
4. The methodology set out in this Schedule has primarily been based upon the provisions of applicable collective agreements, employment contracts, terms and conditions of employment, or internal policies. However, in the case of any difference as between this Schedule and any applicable agreement, contract or policy, the specific methodology set out in this Schedule shall govern.
5. The methodology set out in this Schedule has been established solely for the purpose of determining Compensation Claims within the Compensation Claims Process. For greater certainty, this methodology shall not otherwise be used to establish any precedent for future employee related entitlements following the emergence of LU from the CCAA proceeding.

Part I – Termination and Severance Claim Methodology

6. The methodology set forth in this Part I (the “**Termination and Severance Claim Methodology**”) shall be utilized to calculate termination and severance claims of Terminated Employees (“**Termination and Severance Claim**”).

A. LUFA and Academic Senior Leaders

7. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUFA and the Applicant (the “**LUFA CA**”) (the “**LUFA Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, each LUFA Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:

- (i) 12 months' notice less working notice or pay in lieu of (the "**LUFA Notice Claim**"); plus
- (ii) 6 months base severance plus 1 month severance for each year of service (rounded to the nearest whole year) (the "**LUFA Severance Claim**");

(LUFA Notice Claim and LUFA Severance Claim together, the "**LUFA Notice and Severance Claim**").

- (b) Subject to any cap or other limitations provided for herein, no tenured LUFA Terminated Employees will receive less than 18 months LUFA Severance Claim.
- (c) Subject to any cap or other limitations provided for herein, LUFA Terminated Employees in their probationary period at the date of termination: i) with less than 3 years service will receive no less than 9 months LUFA Severance Claim; and ii) with 3 years or more service will receive no less than 18 months LUFA Severance Claim.
- (d) For purposes of the calculation of the LUFA Severance Claim, years of service shall be calculated for the period from the date of full-time LUFA employment to the date of termination for such LUFA Terminated Employee.
- (e) For purposes of the calculation of the LUFA Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination (being April 30, 2021 or May 15, 2021 as the case may be) for such LUFA Terminated Employee.
- (f) Notwithstanding any other provisions herein, a maximum or cap shall apply to the LUFA Severance Claim or any claims arising therein, being the number of months from the completion of the notice period as reflected by the LUFA Notice Claim to the month in which such LUFA Terminated Employee reaches age 65.
- (g) To the extent a LUFA Terminated Employee was hired on the basis of a limited term, the LUFA Notice and Severance Claim shall be calculated for the period from the date of termination to the original end date of the term.
- (h) The base salary to be utilized for calculating the LUFA Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUFA Terminated Employee as at April 30, 2021.
- (i) Employees who elected to retire pursuant to the Retirement Incentive Program set out in the LUFA Term Sheet and announced on March 28, 2021 (excluding those individuals who previously gave notice of retirement or resignation prior to electing to retire pursuant to the Retirement Incentive Program) are eligible for a LUFA Notice and Severance Claim as provided for herein.

- (j) LUFA Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 (including those that subsequently elected to retire pursuant to the Retirement Incentives Program) will have their LUFA Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (k) Recall Rights: To the extent a LUFA Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUFA Notice and Severance Claim will be reduced to any base salary for the period from the date of termination to the date of the recall.
- (l) Employee Benefits Claim: a claim for loss of all employee benefits including but not limited to, pension accruals, group insurance, medical, dental and similar benefits, but excluding RHBP, SuRP, and vacation pay (“**Employee Benefits**”) shall be calculated at a rate of 13.69% of the amount provided for in the LUFA Notice and Severance Claim.
- (m) Employee Overload Teaching Credits Claim: A claim for accrued and unpaid overload teaching credits as at the LUFA Terminated Employee’s date of termination calculated as follows:
 - (i) Total number of overload teaching credits existing as at April 30, 2021, pursuant to the books and records of the Applicant, multiplied by \$1,777.67 (\$5,333 for every three credits).
- (n) Other Employee Claims or Benefits: The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUFA Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, Pre-Filing Grievance Claim or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUFA Terminated Employee’s prior employment with, or termination from the Applicant, or any amendments to the terms and conditions of employment provided for in the LUFA Term Sheet (inclusive of the Pension Term Sheet dated April 7, 2021 (the “**Pension Term Sheet**”)), including amendments to the LUFA CA or the Registered Pension Plan.
- (o) Any RHBP Claim of a LUFA Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (p) Any SuRP Claim of a LUFA Terminated Employee shall be as provided for in the SuRP Claim methodology section herein.
- (q) Any Vacation Claim of a LUFA Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.

- (r) Any Grievance Award Claim shall be as provided for in the Grievance Award Claim Methodology section herein.
- (s) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.
- (t) Any Employment/Professional/Research Allowances shall be zero as provided for in the Employment/Professional/Research Allowances Methodology section herein.

B. Academic Senior Leaders

- 8. The Termination and Severance Claims of Academic Senior Leaders, who had the right to return or join the faculty upon the termination of their appointment as an Academic Senior Leader (the “**Terminated Academic Senior Leaders**”) shall be calculated in accordance with the LUFA Termination and Severance Methodology above.

Administrative Leave — Terminated Academic Senior Leaders Claim

- 9. Terminated Academic Senior Leaders previously entitled to administrative leave based on the Senior Leaders Terms and Conditions with Laurentian University dated June 21, 2019 shall have an Administrative Leave Claim calculated as:
 - (a) the base salary for the period of their unused accrued academic leave as at April 30, 2021 (the “**Accrued Leave Period**”).
 - (b) the base salary to be utilized for calculating the Administrative Leave Claim shall be the base salary as at April 30, 2021 of the Terminated Academic Senior Leader.
 - (c) Benefits Claim: a claim for loss of Employee Benefits, calculated at the rate of 13.69% of the base salary for the Accrued Leave Period.

C. LUSU

- 10. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUSU and the Applicant (the “**LUSU CA**”) (the “**LUSU Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, the LUSU Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 2 months’ notice plus:
 - a) in the case of LUSU Terminated Employees with greater than twenty-five (25) years of service, one hundred (100) working days’ notice;

- b) in the case of LUSU Terminated Employees with greater than fifteen (15) years of service but less than twenty-five (25) years of service, eighty-eight (88) working days' notice;
- c) in the case of LUSU Terminated Employees with greater than ten (10) years of service but less than fifteen (15) years of service, sixty-six (66) working days' notice;
- d) in the case of LUSU Terminated Employees with greater than five (5) years of service but less than ten (10) years of service, forty-four (44) working days' notice; and
- e) in the case of LUSU Terminated Employees with less than five (5) years of service, twenty-two (22) working days' notice,

in all cases, less any working notice or pay in lieu of notice provided to any LUSU Terminated Employee (the "**LUSU Notice Claim**"); plus

- (ii) 3 months base severance plus 0.5 months severance for each year of service (rounded to nearest whole year), (the "**LUSU Severance Claim**");

(together, the LUSU Notice Claim and LUSU Severance Claim shall be referred to as the "**LUSU Notice and Severance Claim**").

- (b) For purposes of the calculation of the LUSU Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) For purposes of the calculation of the LUSU Severance Claim, years of service shall be calculated for the period from the continuous service date to the date of termination of such LUSU Terminated Employee plus the LUSU Notice Claim.
- (d) The base salary to be utilized for calculating the LUSU Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUSU Terminated Employee as at April 30, 2021.
- (e) LUSU Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUSU Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (f) Recall Rights: To the extent a LUSU Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUSU Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the recall.

- (g) Employee Benefits Claim. The LUSU Terminated Employees shall be entitled to an Employee Benefits Claim calculated at a rate of 17.72% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUSU Severance Claim shall be based on the base salary of such LUSU Terminated Employee as at April 30, 2021 and such LUSU Terminated Employee shall not be entitled to any other Employee Benefits Claim for the period of the LUSU Severance Claim or any Employee Benefits Claim in respect of any notice claim in excess of the statutory notice period, and/or as a result of their prior employment with or termination from Laurentian.
- (h) Other Employee Claims or Benefits. The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claims of the LUSU Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUSU Terminated Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions provided for in the LUSU Term Sheet (inclusive of the Pension Term Sheet), including amendments to the LUSU CA or the Registered Pension Plan.
- (i) Any RHBP Claim of a LUSU Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (j) Any SuRP claim of a LUSU Terminated Employee shall be as provided for in the SuRP Claim Methodology section herein.
- (k) Any Vacation Claim of a LUSU Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (l) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

D. LUAPS

- 11. The Termination and Severance Claims of Terminated Employees who were LUAPS Members (the "**LUAPS Terminated Employees**") will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim. Subject to any cap or other limitations provided for herein, the LUAPS Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 6 months' notice less working notice or pay in lieu of (the "**LUAPS Notice Claim**"); plus
 - (ii) 3 months base severance plus 0.5 month severance for each year of service (rounded to the nearest whole year), (the "**LUAPS Severance Claim**")

LUAPS Notice Claim and LUAPS Severance Claim together, (the “**LUAPS Notice and Severance Claim**”).

- (b) For purposes of the calculation of the LUAPS Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) The base salary to be utilized for calculating the LUAPS Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUAPS Terminated Employee as at April 30, 2021.
- (d) LUAPS Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUAPS Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (e) Impact of rehire: To the extent an employee is rehired during the CCAA Proceedings for a permanent full time position prior to the distribution of any amounts pursuant to a Plan, their LUAPS Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the rehire.
- (f) Employee Benefits Claim. The LUAPS Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUAPS Severance Claim and any Notice Claim in excess of the statutory notice period shall be based on only the base salary of such Terminated LUAPS Employee as at April 30, 2021, and the Terminated LUAPS Employees shall not be entitled to any other Employee Benefits Claim for the period of the LUAPS Severance Claim or Employee Benefits Claim in respect of any Notice Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.
- (g) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUAPS Terminated Employee. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of LUAPS Terminated Employee’s prior employment with or termination from the Applicant or any amendments to the terms and conditions of employment including those set out in the LUAPS Terms and Conditions, the Pension Term Sheet, including amendments to the Registered Pension Plan.
- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.

- (i) Any SuRP claim shall be as provided for in the SuRP/ISuRP Claim Methodology section herein.
- (j) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (k) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

E. Other Non-Unionized Employees and Executives

- 12. The Termination and Severance Claims of non-unionized Terminated Employees (other than LUAPS members) who were terminated or received notice of termination after the Filing Date (the “**Non-Unionized Terminated Employees**”) will be calculated in accordance with the Non-Unionized Terminated Employee’s employment agreement with the Applicant, or in the event that no employment agreement exists, in accordance with their common law entitlements or pursuant to the *Employment Standards Act* as outlined herein.
- 13. The Termination and Severance Claims of Non-Unionized Terminated Employees shall include and be calculated as follows:
 - (a) the amounts provided for in the Non-Unionized Terminated Employee’s employment agreement; or
 - (b) where there is no employment agreement, Termination and Severance Claims will be based on entitlements as assessed in accordance with common law taking into account the age, years of service, compensation and position of the Non-Unionized Terminated Employee

(the “**Non-Unionized Employees Termination and Severance Claim**”)
 - (c) For purposes of the calculation of the Non-Unionized Employees Termination and Severance Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
 - (d) The base salary to be utilized for calculating the Non-Unionized Employees Termination and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary as at April 30, 2021 of the Non-Unionized Terminated Employee.
 - (e) Employee Benefit Claims. The Non-Unionized Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The Non-Unionized Termination and Severance Claim shall be based on only the base salary of such Non-Unionized Terminated Employee as at April 30, 2021, and the Non-Unionized Terminated Employees shall not be entitled to any other Employee Benefits Claim for the period of the Non-Unionized Employees Termination and

Severance Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

- (f) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full entitlement owing to the Non-Unionized Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided in respect of any other employee benefits or claims in respect of Non-Unionized Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions of employment adopted by the Applicant including as set out in the Pension Term Sheet including amendments to the Registered Pension Plan.
- (g) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.
- (i) Any SuRP Claim shall be as provided for in the SuRP Claim Methodology Section herein.
- (j) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

F. Active Employees

- 14. As appropriate, the Termination and Severance Claim Methodology will apply to Active Employees or employees who receive notice of termination subsequent to April 12, 2021 in the event that they become Terminated Employees as a result of termination of their employment without just cause, with such modifications to reflect the relevant date of termination, including salary as of the date of termination and working notice period, as applicable.

G. Salary Continuance

- 15. Where a Former Employee was party to a salary continuance or benefit continuance agreement with the Applicant as at the Filing Date, and such salary continuance or benefit continuance was stayed as a result of the CCAA Proceedings, such Former Employee shall be entitled to a Salary and/or Benefit Continuance Claim calculated as:
 - (a) In terms of a claim for salary continuance, the present value calculation of the remaining salary owing to the extent provided for in the salary continuance agreement discounted at a rate of 4% until the end of the period stated in the agreement.
 - (b) In terms of a claim for benefit continuance (including early retirement supplement), the present value calculation of the remaining benefits to the extent provided for in

the benefit continuance agreement discounted at a rate of 4% until the end of the period in the agreement and calculated based on the cost to LU of providing the benefit at the commencement of the period.

- (c) For either a Salary and/or Benefit Continuance Claim, only agreements with a remaining term greater than 2 years will be discounted. Agreements with a remaining term of less than 2 years will not be discounted.
- (d) For greater certainty, there shall be no Salary and/or Benefit Continuance Claim in respect of ongoing pension accrual on and after the Filing Date.

Part II – Vacation Claim Methodology

Vacation Claim – Terminated Employees

16. The methodology set forth in this Part II (the “**Vacation Claim Methodology**”) shall be utilized to calculate any potential vacation claims (“**Vacation Claims**”) of Terminated Employees.
17. Subject to the provisions herein, Terminated Employees shall be entitled to a Vacation Claim calculated as the daily base salary (determined by taking the base salary and dividing by 260) multiplied by the outstanding number of days of vacation that such Terminated Employee has accrued on or before the Filing Date in accordance with the collective agreement, employment agreement, LU terms and conditions or LU vacation policy for such employee, and not otherwise paid for and/or time taken for vacation purposes.
18. For LUFA Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) no carry forward from the period prior to June 30, 2020 unless prior written approval provided in accordance with the collective agreement and/or Senior Leader Terms and Conditions; and
 - (b) vacation accrued from July 1, 2020 - January 31, 2021, less amounts/time take during this time period.
19. For LUSU Terminated Employees, LUAPS Terminated Employees and Non-Unionized Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) the vacation entitlement earned in the period from July 1, 2019 to June 30, 2020,
 - (b) plus vacation accrued from July 1, 2020 to January 31, 2021,
 - (c) less amounts / time taken subsequent to July 1, 2020.
20. The base salary to be utilized for calculating the Vacation Claim shall be the base salary of the Terminated Employee as at April 30, 2021.

21. If an Employee resigns or retires after the Filing Date and during the duration of the CCAA Proceedings, any vacation entitlements accruing prior to the Filing Date and owing to the Employee during the CCAA Proceedings shall be dealt with in accordance with this Vacation Claim Methodology.

Post Filing Vacation Pay

22. Any vacation pay accrued from and/or payable after the Filing Date to the date of termination (the “**Post CCAA Vacation Period**”) has been paid to Terminated Employees as of July 9, 2021, and as such no Vacation Claim exists for the post filing time period.
23. Where it was determined by the Applicant and Monitor that the Terminated Employee, after the Filing Date, used more vacation time than they had accrued during the Post CCAA Vacation Period, the Vacation Claim shall be reduced accordingly by the number of vacation days taken in excess of the vacation entitlement accrued for the Post CCAA Vacation Period.

Part III — RHBP Claim Methodology

24. The methodology set forth in this Part III (the “**RHBP Claim Methodology**”) shall be utilized to calculate any Compensation Claims related to the termination of the RHBP (“**RHBP Claims**”).

RHBP Claims — LU Retirees

25. LU Retirees or the surviving spouses of LU Retirees who, as of April 30, 2021, had an entitlement to benefits under the RHBP will have a RHBP Claim calculated as follows:

the present value as at April 30, 2021 based on the Maximum Annual Benefit permitted for the Retiree, for i) if the primary member is still living - the greater of the number of years remaining to age 90 or 3 years, or ii) if the primary member is deceased, the remaining benefit term for the surviving spouse being 2 years from the date of death of the primary member, using a discount rate of 4%.

26. The Maximum Annual Benefits to be utilized for purposes of the RHBP Claim shall be based upon the current maximum annual benefits as follows, adjusted going forward for an annual increase of 1.7%:

- (a) LUFA Members: \$1,587/\$977 for family plan and single plans, respectively;
- (b) LUSU Members: \$1,373/\$686 for family plan and single plans, respectively;
- (c) LUAPS Members: \$1,587/\$977 for family plan and single plans, respectively;
- (d) Executives Members: \$1,587/\$977 for family plan and single plans, respectively;
- (e) Non-Unionized Employees: \$1,373/\$816 for family plan and single plans, respectively;

(f) Third Party Employees: \$1,587/\$977 for family plan and single plans, respectively.

27. For greater ~~clarity~~certainty, LU Retirees do not include ~~retirees of any Third Parties~~Party retirees.

RHBP Claims – Terminated Employees

A. LU Terminated Employees

28. For LU Terminated Employees who were eligible to receive benefits under the RHBP as of April 30, 2021, as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees using the date of termination as the commencement of their benefit term.
29. To be eligible to receive benefits under the RHBP as of April 30, 2021, LU Terminated Employees must have met the following criteria:
- (a) LU Terminated Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Terminated Employees must be at least 55 years of age as of April 30, 2021.
30. For LU Terminated Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Terminated Employees will be zero.
31. For greater ~~clarity~~certainty, LU Terminated Employees do not include terminated employees of any Third Parties.

B. Active LU Employees

32. For LU Active Employees, who are not LU Terminated Employees or LU Retirees, and were eligible to receive benefits under the RHBP as of April 30, 2021 as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees.
33. For greater certainty, to be eligible to receive benefits under the RHBP as of April 30, 2021, LU Active Employees must have met the following criteria:
- (a) LU Active Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Active Employees must be at least 55 years of age as of April 30, 2021.
34. The RHBP Claim for LU Active Employees is based on the assumption that age 65 is the commencement of the benefit term for LUFA Members and Senior Leadership Members (as defined in the Registered Pension Plan) and that age 62 is the commencement of the benefit term for all other Active Employees.

35. For LU Active Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Active Employees will be zero.
36. For greater clarity, LU Active Employees do not include active employees of any Third Parties.
37. Former Employees: for greater certainty there shall be no RHBP Claim in respect of Former Employees other than LU Retirees as set out above.

€-RHBP Claims - Third Parties

38. ~~The methodology with respect to Third Party RHBP Claims continues to be under discussion among LU and the Third Parties and will be subject to further Order of the Court.~~ For the purposes of this Methodology, Huntington University, Thorneloe University, University of Sudbury, Sudbury Neutrino Observatory Laboratory, Mining Innovation Rehabilitation and Applied Research Corporation, and Centre for Excellence in Mining Innovation shall be referred to individually as a “Third Party” and collectively as the “Third Parties”. References to Active Employees, Terminated Employees, Former Employees, and Retirees in this section of the Methodology, shall refer to the current and former employees of the relevant Third Party employer in each case.
39. The treatment of the Third Party RHBP Claims in this Methodology is entirely without prejudice and does not constitute any acknowledgment or admission of liability or obligation of any kind by LU, the Third Parties, or their respective directors and officers, to any Third Party Employee for any matter or thing whatsoever; provided, however, that, subject to paragraph 40, LU shall not assert any claims against a Third Party in respect of any Third Party RHBP Claim or any payment or distribution made or to be made by LU (whether under a Plan or otherwise) in respect of a Third Party RHBP Claim, including any claim for contribution or indemnity.
40. All other claims relating to the RHBP (the “Other RHBP Claims”), if any, shall be dealt with in the claims process commenced pursuant to the Claims Process Order. For greater certainty, the granting of the Compensation Claims Process Order and the approval of this Methodology shall be without prejudice to the Other RHBP Claims. LU and its directors and officers shall not be entitled to rely on *res judicata* or issue estoppel arising from the Compensation Claims Process Order or this Methodology in respect of the Other RHBP Claims. Notwithstanding the foregoing, paragraphs 39 and 40 shall be without prejudice to any position by LU, if applicable, that the quantification of the Other RHBP Claims be reduced as a result of any payments or distributions made or to be made by LU in respect of a Third Party RHBP Claim.

A. Retirees of the Third Parties

41. The determination of a RHBP Claim in respect of a Retiree of a Third Party or the surviving spouse of a Retiree of a Third Party shall be made using the same methodology for LU Retirees in paragraphs 25 to 26 of this Methodology.

B. Terminated Employees of the Third Parties

42. The determination of a RHBP Claim in respect of a Terminated Employee of a Third Party shall be made using the same methodology for LU Terminated Employees in paragraphs 28 to 30 of this Methodology.

C. Active Employees of the Third Parties

43. The determination of a RHBP Claim in respect of an Active Employee of a Third Party shall be made using the same methodology for LU Active Employees in paragraphs 32 to 37 of this Methodology.

D. RHBP Claims by the Third Parties on behalf of Third Party Employees

44. Each of the Third Parties shall be entitled to a Third Party RHBP Claim on behalf of their respective Third Party Employees in an amount that is the greater of:

- (a) the total amount of RHBP contributions received by the Applicant from the Third Party and on behalf of the Third Party's employees during the administration of the RHBP, net of any RHBP contributions refunded by the Applicant to the Third Party;

Less

the aggregate amount of RHBP benefits paid to the Third Party retirees or surviving spouses on or prior to the Filing Date; and

- (b) the aggregate amount of all RHBP Claims calculated in respect of Retirees, Terminated Employees, and Active Employees of the Third Party, in accordance with paragraphs 41, 42, and 43 of this Methodology.

45. For greater certainty, Third Party RHBP Claims in respect of a Third Party Employee's entitlements pursuant to the RHBP may only be made by a Third Party on behalf of its Third Party Employees. Third Party Employees shall not be entitled to a Third Party RHBP Claim against the Applicant directly. The making and administration of Third Party RHBP Claims by a Third Party on behalf of a Third Party Employee in accordance with the Compensation Claims Process Order and this Methodology does not constitute a determination by the Court of any Third Party liability or responsibility in respect of the RHBP and does not constitute any acknowledgment or admission of liability or obligation on any kind by a Third Party in respect of the RHBP.

46. For greater certainty in respect of the calculation of a Third Party RHBP Claim pursuant to paragraph 44(b) of this Methodology, where a Retiree (or surviving spouse of a Retiree), Terminated Employee, or Active Employee of a Third Party is not eligible for benefits under the RHBP as at April 30, 2021 as determined in accordance with paragraphs 41 to 43 of this Methodology, the Third Party shall not be entitled to receive a Third Party RHBP Claim on behalf of such Third Party Employee and such Third Party Employee shall not be entitled to receive any amounts that may be paid or distributed to a Third Party in respect

of a Third Party RHBP Claim, calculated in accordance with this Methodology, whether under a Plan or otherwise.

47. Subject to paragraph 40 of this Methodology, except as provided in paragraph 44, the Third Parties shall not be entitled to any further amounts in respect of a Third Party RHBP Claim of any kind, including but not limited to arising from any contributions or payments made by the Third Party to the RHBP or to the Applicant for the purposes of the RHBP, regardless of the source or timing of same.

Part IV — SuRP Claim Methodology

48. ~~39.~~ The methodology set forth in this Part IV (the “**SuRP Claim Methodology**”) shall be utilized to calculate any Compensation Claim related to the termination of the SuRP (“**SuRP Claims**”).

A. Retirees and Former Employees

49. ~~40.~~ For Retirees who were entitled to receive SuRP benefits under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the Retiree shall be entitled to a SuRP Claim calculated as follows:

the present value of: (i) the annual payment amount due under the SuRP as determined by Eckler Ltd., Laurentian’s SuRP actuary, in accordance with the terms of the Laurentian University Supplemental Retirement Plan text, and (ii) the number of payment years remaining, calculated using a discount rate consistent with the interest rates (the “Select” and “Ultimate” rates calculated based on the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values) used by Eckler Ltd. for purposes of converting the Retiree’s pension streams to an immediate lump sum payment as at the individual’s retirement date.

50. ~~41.~~ For Former Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees described below.

B. LU Terminated Employees

51. ~~42.~~ For LU Terminated Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated by Eckler Ltd. on a lump sum basis, based on a settlement date of April 30, 2021. In particular, the SuRP Claim is equal to the difference between the value that would have been paid from the Registered Pension Plan if the income tax limits applicable to registered pension plans did not apply, and what would be actually payable from the Registered Pension Plan. The assumptions used to calculate the value of the SuRP Claim are:

- (i) The member’s age at April 30, 2021;

- (ii) Interest rates used to convert the pension to an immediate lump sum: 1.9% for 10 years; 3.5% thereafter;
- (iii) Inflation rates used for pension escalation adjustments: 1.1% for 10 years; 2.0% thereafter;
- (iv) Mortality Table: CPM2014 with generational projection using improvement scale CPM-B (60% male / 40% female);
- (v) Form of pension: lifetime with 10-year guarantee;
- (vi) Pension commencement age: 50% probability that pension will commence at the age that maximizes the commuted value; 50% probability that pension will commence at the earliest age at which the member would be entitled to an unreduced lifetime pension;
- (vii) The maximum registered pension allowed under the *Income Tax Act* is assumed to increase by 2.1% for 10 years; 3.0% thereafter.

52. ~~43.~~ For greater clarity, this calculation represents the SuRP entitlement that has been earned, if any, as of April 30, 2021 based upon years of service and earnings as of April 30, 2021 utilizing the maximum registered pension plan income tax limit as forecast for the year the LU Terminated Employee attains age 62.

C. Active Employees

53. ~~44.~~ For Active Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as of April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees.

D. Individual Supplemental Pension Claim Methodology

54. ~~45.~~ For a Former Employee or Active Employee entitled to a SuRP under the terms of an individual contract of employment (ISuRP), the individual shall be entitled, in addition to any SuRP Claim described above, to a further SuRP claim calculated as follows:

- (a) For a Former Employee, the ISuRP entitlement calculated as at the Former Employee's last day of employment, as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Former Employee, plus interest at 1.7% per annum to the Filing Date;
- (b) For an Active Employee, the ISuRP entitlement earned based on earnings and service credited as at April 30, 2021 as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Active Employee.

Part V – Grievances Award Claim Methodology

55. ~~46.~~Laurentian and LUFA, with the assistance of the Monitor and Mediator/Arbitrator William Kaplan, have reviewed all Grievances filed by LUFA in respect of any matter that is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date, or arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“**Pre-Filing Grievances**”).
56. ~~47.~~All Pre-Filing Grievances have been resolved and/or a process agreed to have the Pre-Filing Grievances determined.
57. ~~48.~~Where Pre-Filing Grievances have resulted in monetary Claims to be allocated to an individual LUFA Member pursuant to Awards/Settlements as a result of the resolution process set out above, such individual shall have a Grievance Award Claim as awarded / allocated.

Part VI - Section 33 Claims / Other Union Claims / Changes to Future Compensation

58. ~~49.~~This Compensation Claims Methodology sets out all Compensation Claims arising as a result of the restructuring of the Applicant that may be made by Active Employees, Terminated Employees, Former Employees and Retirees.
59. ~~50.~~For greater certainty, no further Compensation Claims exist, including but not limited to : (i) claims by the Unions pursuant to section 33 of the CCAA, (ii) any concessions provided/amendments to collective agreements negotiated during the CCAA, or (iii) any changes to policies or terms of employment of any Active Employees, Terminated Employees, Former Employees and Retirees.

Part VII – Pension Plan Claim

60. ~~51.~~No Compensation Claims exist in respect of amendments made to the Registered Pension Plan for any Person.
61. ~~52.~~No Compensation Claims exist in respect of the administration of commuted value payments, including the payment of commuted values in installments, under the Registered Pension Plan.

Part VIII - Employment / Professional / Research Allowances

62. ~~53.~~Carry-forward, accrued but unused Employment/Professional/Research Allowances as at April 30, 2021 have been reduced to zero in accordance with the LUFA Term Sheet and LU amended policy. For Active Employees, Allowances accruing thereafter may be used during the course of employment in accordance with the LUFA Term Sheet and/or changes to existing terms and conditions of employment. In respect of Active, former or Terminated Employees, or Active Employees terminated during the course of the CCAA Proceedings, no Compensation Claims exist in respect of accrued but unused Employment / Professional

/ Research Allowances as of April 30, 2021, or in respect of any time period prior to the individual's date of termination.

SCHEDULE “B”

FORM OF STATEMENT OF COMPENSATION CLAIM

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF COMPENSATION CLAIM

[Date]

Personal & Confidential

[Name]

[Colleague Number]

[Mailing Address]

THIS DOCUMENT CONTAINS IMPORTANT LEGAL AND PERSONAL INFORMATION. YOU MUST READ IT CAREFULLY AND REVIEW THE INFORMATION CONTAINED HEREIN. IF THE PERSONAL INFORMATION AND DESCRIPTION OF YOUR COMPENSATION CLAIMS ARE CORRECT, YOU DO NOT NEED TO TAKE ANY ACTION. HOWEVER, IF THE PERSONAL INFORMATION OR DESCRIPTION OF YOUR COMPENSATION CLAIMS IS INCORRECT, YOU MUST FILE A NOTICE OF DISPUTE WITH THE MONITOR BY NO LATER THAN **OCTOBER 14, 2021, OR IN THE CASE OF A THIRD PARTY RHBP CLAIM, BY NO LATER THAN NOVEMBER 26, 2021.**

Laurentian University of Sudbury ("LU") filed for protection under the *Companies' Creditors Arrangement Act* (CCAA) on February 1, 2021 and Ernst & Young Inc. was appointed as the Monitor. Capitalized terms used in this Statement of Compensation Claim that are not otherwise defined have the meaning ascribed to such terms in the Compensation Claims Process Order and the Sixth Report of the Monitor, copies of which are available on the Monitor's Website at www.ey.com/ca/Laurentian.

Your Compensation Claim Amount

The table below lists your Compensation Claims based on the application of the Compensation Claim Methodology approved by the Court to your Compensation Claims Information set out below. Details of the Compensation Claim Methodology are set forth in Schedule “A” to the Compensation Claims Process Order, which can be found on the Monitor’s Website noted above.

If you believe your Compensation Claim Information (set out below) is not accurate or that you have a Compensation Claim that is not listed herein, you must file a Notice of Dispute with the Monitor by **5:00 p.m. (Eastern Time) on October 14, 2021 (the “Compensation Claims Bar Date”) or, if you have a Third Party RHBP Claim, by 5:00 p.m. (Eastern Time) on November 26, 2021 (the “Third Party RHBP Claims Bar Date”)**, at the address set forth below. For greater certainty, you are only permitted to dispute your Compensation Claim Information and you are not required to calculate the amount of your Compensation Claim. If you do not return a completed Notice of Dispute by the Compensation Claims Bar Date or the Third Party RHBP Claims Bar Date, as applicable, your Compensation Claim will be deemed to be a Proven Claim in the amount set out in your Statement of Compensation Claim, and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set out in the Statement of Compensation Claim.

A copy of the Notice of Dispute is attached to the Compensation Claims Process Order as Schedule “E”.

The calculation of Compensation Claims is determined by the Compensation Claims Methodology approved by the Court and is not subject to dispute.

Please note that your Compensation Claim amount does not represent the actual payment you will receive. Since LU is in CCAA proceedings, any payments on account of Compensation Claims will be paid pursuant to a Plan, which will determine the amount, form and timing of distributions on account of your Compensation Claim and is subject to creditor and Court approval. At this point, the details and timing of the filing of a Plan is unknown, but you will receive further information during the claims process to keep you up to date.

The Compensation Claim Amount is calculated as of the date of this statement and is subject to adjustment in accordance with the Compensation Claims Methodology.

Your total Compensation Claim amount is: \$ [▶]

Your total Compensation Claim is comprised of the following:

Claim Description	Your Claim Amount
Termination and Severance, including Employee Benefits	
Employee Overload Teaching Credits	
Administrative Leave	
Salary/Benefit Continuance	
Vacation	
RHBP / Third Party RHBP	
SuRP	
ISuRP	
Grievances Award	
Pension Plan Claim	Nil
Other Employee Claims	Nil

Employment/Professional/Research Allowances Claim	Nil
Other Union Claims	Nil

If you have questions regarding your Compensation Claims or the Notice of Dispute, please contact the Monitor at:

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury

100 Adelaide Street West, PO Box 1

Toronto, Ontario

Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

Website: <http://www.ey.com/ca/Laurentian>

Compensation Claim Information

Your Compensation Claim Information as set out below is based on LU's records and is used in calculating your Compensation Claim.

Please carefully review this Compensation Claim Information.

1. **If the information is correct:** No further action is required from you. Your Compensation Claim(s) will be calculated based on this information.
2. **If you have any changes or corrections to the information:** You must return a Notice of Dispute to the Monitor with your changes, including any additional Compensation Claims, clearly marked and enclose any applicable supporting documentation you have relating to the changes. If necessary, use an additional piece of paper to describe your changes.

If you do not return a completed Notice of Dispute by the Compensation Claims Bar Date or, if you have a Third Party RHBP Claim, the Third Party RHBP Claims Bar Date, then your Compensation Claim shall be deemed to be a Proven Claim in the amount set out in the Statement of Compensation Claim and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim.

If changes to your Compensation Claim Information in the Notice of Dispute are accepted by the Monitor and results in a change to the Statement of Compensation Claim, a Revised Statement of Compensation Claim will be generated and provided to you.

If changes in your Notice of Dispute are not accepted by the Monitor, the Monitor may, in its sole discretion, on notice to you, refer the dispute to a Claims Officer for determination or bring the dispute before the Court for determination. For further information regarding the resolution of claims, please refer to the Compensation Claims Process Order and the Claims Process Order on the Monitor's website.

Line #	Compensation Claim Information	Details per LU Records
Former and Current Employee Claimants		
1	Name	
2	Colleague Number	
3	SIN	
4	Female or Identify as Female	
5	Date of Birth	
6	Continuous Service Start Date	
7	Title Position	
8	Tenure Type (LUFA only)	
9	Base Salary as of April 30, 2021	
10	Current Employment Status with LU	
11	Last Employment Date at LU	
12	Termination Notice Date	
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date	
14	Union/Pay Class Group	
15	Employee Overload Teaching Credits Accrued	
16	Total Accrued Administrative Leave (weeks)	
17	Salary Continuance Remaining Term as of February 1, 2021	
18	Salary Continuance Payment per Term	
19	Benefit Continuance Remaining Term as of February 1, 2021	
20	Benefit Continuance – Benefits Entitled to	
21	Vacation carryforward days from July 1, 2019 to June 30, 2020	
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021	
23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021	
24	Years contributed to RHBP	
25	RHBP Plan Type (Single/Family)	
26	Surviving Spouse or Dependent of Retiree	
27	Retiree Date of Death	
28	SuRP Type (Retirees)	
29	SuRP entitlement (Retirees)	
30	Remaining term of SuRP (Retirees)	
31	ISuRP lump sum entitlement	
32	Total Employee Grievances Awards	
33	Grievance Identification Numbers	
34	Pension Plan Claim	Nil
35	Other Employee Claims	Nil
36	Employment/Professional/Research Allowances Claim	Nil
Third Party Claimants Only		

37	Third Party RHBP Contributions up to February 1, 2021	
38	Third Party RHBP Claims Paid up to February 1, 2021	
<u>38A</u>	<u>Aggregate amount of all Third Party RHBP Claims, calculated in accordance with paragraphs 41 to 43 of the Methodology</u>	
Union Claimants Only		
39	Total Union Grievances Awards	
40	Grievance Identification Numbers	
41	Total Other Union Claims	

A summary of the categories and data points included on your Compensation Claim Information Statement as well as some additional details of each line item are listed below.

Line #	Personal Information	Description
Former and Current Employee Claimants		
1	Name	Full Legal Name
2	Colleague Number	Employee ID number
3	SIN	Social Insurance Number
4	Female or Identify as Female	Female or identify as Female (Yes or No)
5	Date of Birth	Date of Birth (DD/MM/YYYY)
6	Continuous Service Start Date	The date you started as a full time equivalent at LU
7	Title Position	The title of your position at LU
8	Tenure Type (LUFA only)	Tenured or Probationary
9	Base Salary as of April 30, 2021	Base salary as of April 30, 2021
10	Current Employment Status with LU	As applicable, active, terminated, retired, resigned or recalled
11	Last Employment Date at LU	Last date of employment if terminated, retired or resigned
12	Termination Notice Date	If applicable, the date noted on termination notice
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date	If applicable, the date you provided notice of resignation or retirement or the date your limited term position was ending, or date of Permanent recall
14	Union/Pay Class Group	LUFA, LUSU, LUAPS, Sr. Leader, Non-Union, Part-Time, Grant Funded, or Executive
15	Employee Overload Teaching Credits Accrued	Amount of banked overload teaching credits accrued as of April 30, 2021 (Terminated Only)
16	Total Accrued Administrative Leave (weeks)	The number of weeks of administrative leave accrued as of April 30, 2021 (Terminated Employees Only)
17	Salary Continuance Remaining Term as of February 1, 2021	The remaining number of months of salary continuance you are entitled to receive as of February 1, 2021 per Salary Continuance Agreement
18	Salary Continuance Payment per Term	The monthly amount of salary continuance you are entitled to receive per Salary Continuance Agreement
19	Benefit Continuance Remaining Term as of February 1, 2021	The remaining number of months of benefit continuance you are entitled to receive as of February 1, 2021 per Salary Continuance or Benefit Continuance Agreement
20	Benefit Continuance – Benefits Entitled to	The benefits you are entitled to receive at LU's cost (i.e. extended medical, dental, life, early retirement supplement, etc.)
21	Vacation carryforward days from July 1, 2019 to June 30, 2020	The total number of unused vacation days earned during the period July 1, 2019 to June 30, 2020 approved to be carryforward
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021	The total number of vacation days you earned during the period July 1, 2020 to Jan 31, 2021

23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021	The number of vacation days you took from July 1, 2020 to January 31, 2021
24	Years contributed to RHBP	The number of years you made a contribution to the RHBP up to December 31, 2020
25	RHBP Plan Type (Single/Family)	The RHBP plan type you are registered for
26	Surviving Spouse or Dependent of Retiree	Are you the surviving spouse or dependent of a Retiree? (Yes or No)
27	Retiree Date of Death	If you are the spouse or dependent of a Retiree, what is the date of death of the Retiree?
28	SuRP type (Retirees)	Annual SuRP Payments or Lump Sum Payment
29	SuRP entitlement (Retirees)	The amount of SuRP payment you receive annually or lump sum SuRP payment outstanding
30	Remaining term of SuRP (Retirees)	The remaining number of years you are entitled to receive the SuRP payment as of February 1, 2021
31	ISuRP lump sum entitlement	The amount of ISuRP you are entitled to
32	Total Employee Grievances Awards	The sum of all settled or awarded grievances in respect of pre-filing or Restructuring Grievances
33	Grievance Identification Numbers	The Grievances related to the amount awarded
34	Pension Plan Claim	Claim in respect of amendments to the Registered Pension Plan or administration of commuted value payments.
35	Other Employee Claims	Any other Employee Claims.
36	Employment/Professional/Research Allowances Claim	Claim in respect of carryforward, accrued but unused Employment/Professional/Research Allowances as of April 30, 2021
Third Party Claimants Only		
37	Third Party RHBP Contributions	Total net RHBP contributions paid to LU (employer and employee portion) up to February 1, 2021
38	Third Party RHBP Claims Paid	Total RHBP claims paid on behalf of Third Party up to February 1, 2021
Union Claimants Only		
39	Total Union Grievances Awards	The sum of all settled or awarded grievances relating to pre-filing or Restructuring Grievances
40	Grievance Identification Numbers	The Grievances related to the amount awarded
41	Total Other Union Claims	Any other Union Claims.

SCHEDULE “C”
COMPENSATION CLAIM INQUIRY FORM

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

COMPENSATION CLAIM INQUIRY FORM

Laurentian University of Sudbury ("LU") filed for protection under the *Companies' Creditors Arrangement Act* (CCAA) on February 1, 2021 and Ernst & Young Inc. was appointed as the Monitor. Capitalized terms used in this Compensation Claim Inquiry Form that are not otherwise defined have the meaning ascribed to them in the Compensation Claims Process Order and the Sixth Report of the Monitor, copies of which are available at: <https://www.ey.com/ca/laurentian>.

On August 17, 2021, LU commenced a process to determine any and all Compensation Claims that current or former employees, including retirees, may have against LU. As part of that process, the Monitor, with the assistance of LU, has sent Statements of Compensation Claim to all known Compensation Claimants, based on the books and records of the Applicant.

You are encouraged to review the Sixth Report and the Compensation Claims Process Order in their entirety to better understand the Compensation Claims Process and whether or not you have a Compensation Claim against the Applicant.

If you have not received a Statement of Compensation Claim, but you believe that you have a Compensation Claim, the Compensation Claims Process permits you to complete this Compensation Claim Inquiry Form and deliver it to the Monitor (at the address set forth below) by no later than October 14, 2021.

Upon receipt of your Compensation Claim Inquiry Form, the Monitor, with the assistance of LU and any relevant Union, will review the Compensation Claim Inquiry Form and attempt to determine whether you have a Compensation Claim. Any determination of a Compensation Claim will be in accordance with the Compensation Claims Methodology approved in the Compensation Claims Process Order. Following such determination, the Monitor will provide you with a Statement of Compensation Claim indicating your Compensation Claim, if any.

If you have not received a Statement of Compensation Claim from the Monitor and fail to submit a Compensation Claim Inquiry Form to the Monitor by October 14, 2021, you will be forever barred from asserting any Compensation Claim against LU.

In order to allow the Monitor to determine whether you have a Compensation Claim, please fill out the following chart:

Name	
Colleague Number	
SIN	
Female or Identify as Female	
Date of Birth	
Continuous Service Start Date	
Last Employment Date at LU	
Title or Position	
Union Group (if applicable)	
Mailing Address	
Email Address	

Please tick the box which best describes your current relationship with LU:

- ☐ **Active Employee**
☐ **Terminated during CCAA**
☐ **Retiree and Other Former Employee**

Please submit your completed form to the Monitor at the following address:

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
 100 Adelaide Street West, PO Box 1
 Toronto, Ontario
 Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

E-mail: LaurentianUniversity.monitor@ca.ey.com

Website: <http://www.ey.com/ca/Laurentian>

**SCHEDULE “D”
NOTICE FOR PUBLICATION TO EMPLOYEE CLAIMANTS**

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**
 (“LU” or the “Applicant”)

**NOTICE OF THE COMPENSATION CLAIMS PROCESS AND COMPENSATION
CLAIMS BAR DATE FOR THE APPLICANT IN THE CCAA PROCEEDINGS**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Court dated August 17, 2021 (the “**Compensation Claims Process Order**”), a claims process has been commenced for the purpose of identifying and determining certain claims against the Applicant. Capitalized terms under this Notice that are not otherwise defined herein have the meaning ascribed to them in the Compensation Claims Process Order (a copy of which is available on the Monitor's Website).

PLEASE TAKE NOTICE that the claims process applies to Claims, as described in the Compensation Claims Process Order. The claims process has called for *Compensation Claims, Claims of an Employee arising from the administration, management or oversight of any plans or employee benefit plans, Section 33 Claims, Grievance Claims and other Employee claims*. Any Compensation Creditor who has not received a Statement of Compensation Claim and who believes that he or she has a Claim against the Applicant, under the Compensation Claims Process Order must submit a completed Compensation Claim Inquiry Form with the Monitor in order to obtain a Statement of Compensation Claim.

THE COMPENSATION CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on October 14, 2021. This bar date applies to Compensation Claimants who dispute the Compensation Claim Information used to calculate their Compensation Claim. The Notice of Dispute must be completed and filed with the Monitor using the procedures required in the Compensation Claims Process Order so that they are received by the Monitor on or before the Compensation Claims Bar Date.

HOLDERS OF CLAIMS WHO DO NOT FILE A NOTICE OF DISPUTE BY THE COMPENSATION CLAIMS BAR DATE, OR ANY PERSON THAT DOES NOT SUBMIT A COMPENSATION CLAIM INQUIRY FORM ON OR BEFORE OCTOBER 14, 2021 SHALL BE FOREVER EXTINGUISHED AND BARRED FROM CHANGING THEIR CLAIM OR ASSERTING THEIR CLAIMS AGAINST THE APPLICANT OR THE DIRECTORS AND OFFICERS OF THE APPLICANT.

CREDITORS REQUIRING INFORMATION or Compensation Claim documentation may contact the Monitor. The Monitor's contact details for additional information relating to the Initial Order, the CCAA Proceedings, or the Compensation Claims Process is:

Ernst & Young Inc.
Court-appointed Monitor of Laurentian University of Sudbury
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3

Hotline: 1-888-338-1766 / 1-416-943-3057
Email: LaurentianUniversity.monitor@ca.ey.com
Website: <http://www.ey.com/ca/Laurentian>

**SCHEDULE “E”
NOTICE OF DISPUTE**

Court File No.: CV-21-656040-00CL

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

NOTICE OF DISPUTE

Please review your Compensation Claim Information contained in your Statement of Compensation Claim. This is your opportunity to correct any errors of your Compensation Claim Information applicable to your Compensation Claim.

1. If the information is correct: You do not have to do anything more in respect of this information or to establish your claim. Your Compensation Claim as set out in your Statement of Compensation Claim will be accepted in the CCAA proceedings based on this information.
2. If you dispute any of the Compensation Claim Information used to calculate your Compensation Claim, as set out in the Statement of Compensation Claim you must return this Notice of Dispute to the Monitor (using the contact information listed below) with your changes, including any additional Compensation Claims, clearly marked and enclose any applicable supporting documentation you have relating to the revisions. If necessary, use an additional piece of paper to describe your changes.

If you do not return a Notice of Dispute by October 14, 2021 at 5:00 p.m. (Eastern Time) (the “**Compensation Claims Bar Date**”) or, if you have a Third Party RHBP Claim, by 5:00 p.m. (Eastern Time) on November 26, 2021 (the “**Third Party RHBP Claims Bar Date**”), then your Compensation Claim shall be deemed to be a Proven Claim in the amount set out in the Statement of Compensation Claim and you will be forever barred from asserting or enforcing against the Applicant any other Compensation Claim that is not set forth in the Statement of Compensation Claim.

If changes to your Compensation Claim Information in the Notice of Dispute are accepted by the Monitor and results in a change to the Statement of Compensation Claim, a Revised Statement of Compensation Claim will be generated and provided to you.

If changes in your Notice of Dispute are not accepted by the Monitor, the Monitor may, in its sole discretion, on notice to you, refer the dispute to a Claims Officer for

determination or bring the dispute before the Court for determination. For further information regarding the resolution of claims, please refer to the Compensation Claims Process Order and the Claims Process Order on the Monitor's website.

Line #	Personal Information	Details per LU Records	Correction, if any
Former and Current Employee Claimants			
1	Name		
2	Colleague Number		
3	SIN		
4	Female or Identify as Female		
5	Date of Birth		
6	Continuous Service Start Date		
7	Title Position		
8	Tenure Type (LUFA only)		
9	Base Salary as of April 30, 2021		
10	Current Employment Status with LU		
11	Last Employment Date at LU		
12	Termination Notice Date		
13	Resignation or Retirement Notice Date, Limited Term End Date, Permanent Recall date		
14	Union/Pay Class Group		
15	Employee Overload Teaching Credits Accrued		
16	Total Accrued Administrative Leave (weeks)		
17	Salary Continuance Remaining Term as of February 1, 2021		
18	Salary Continuance Payment per Term		
19	Benefit Continuance Remaining Term as of February 1, 2021		
20	Benefit Continuance – Benefits Entitled to		
21	Vacation carryforward days from July 1, 2019 to June 30, 2020		
22	Annual Vacation Entitlement (days) during July 1, 2020 to January 31, 2021		
23	Vacation days / pay taken from July 1, 2020 to Jan 31, 2021		
24	Years contributed to RHBP		

25	RHBP Plan Type (Single/Family)		
26	Surviving Spouse or Dependent of Retiree		
27	Retiree Date of Death		
28	SuRP Type (Retirees)		
29	SuRP Rntitlement (Retirees)		
30	Remaining Term of SuRP (Retirees)		
31	ISuRP lump sum entitlement		
32	Total Employee Grievances Awards		
33	Grievance Identification Numbers		
34	Pension Plan Claim		
35	Other Employee Claims		
36	Employment/Professional/Research Allowances Claim		
Third Party Claimants Only			
37	Third Party RHBP Contributions		
38	Third Party RHBP Claims Paid		
38A	<u>Aggregate amount of all Third Party RHBP Claims, calculated in accordance with paragraphs 41 to 43 of the Methodology</u>		
Union Claimants Only			
39	Total Union Grievances Awards		
40	Grievance Identification Numbers		
41	Total Other Union Claims		

If you believe you are entitled to an Other Employee Claim or other Union Claim, please describe the type of claim in the box below. Provide any supporting documentation to support the claim.

I, _____ (Name) confirm that the correction(s) stated above are correct and agree with the supporting documentation attached.

The Monitor can use this email address, _____ for future communication.

Signature: _____

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury
100 Adelaide Street West, PO Box 1

Toronto, Ontario

Canada M5H 0B3

Attention: Laurentian University Claims

Telephone: 1-888-338-1766 / 1-416-943-3057

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No. CV-21-00656040-00CL

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

Proceedings commenced at Toronto

**AMENDED COMPENSATION CLAIMS PROCESS
ORDER**

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Email: ahanrahan@tgf.ca

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Email: dkharland@tgf.ca

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Lawyers for the Applicant

TAB D

This is Exhibit “D” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)



HON. CLÉMENT GASCON

Member of the Quebec Bar since 1982

Languages: English, French

The Honourable Clément Gascon joined Woods as Senior Counsel in the Spring of 2020. After a career of more than seventeen years in the Canadian judiciary, he returned to the private practice of law, which he had left in 2002. He uses his in-depth expertise and experience to guide and assist parties and their counsel in resolving disputes through arbitration at the national and international levels and acts as strategic advisor in the insolvency, restructuring and litigation matters of the firm.

Admitted to the Quebec Bar in 1982, he worked for twenty years in the fields of civil and commercial litigation and labour law in a national firm and has earned a reputation as an efficient, well-prepared and very involved counsel. While working as a lawyer, he taught business law, labour law and construction law at the Département des sciences comptables of the Université du Québec à Montréal, at the McGill University Faculty of Law and at the Barreau du Québec. In addition, he co-authored several books, publications and articles on the individual contract of employment that dealt in particular with termination of employment, restrictive covenants, fiduciary duty and unfair competition.

He was appointed to the Quebec Superior Court in October 2002. While on that court, he sat regularly as a member of the Commercial Division, and he acted as the Division's coordinating judge from 2008 to 2011. The Commercial Division hears all commercial law cases, including restructurings under the *Companies' Creditors Arrangement Act (CCAA)*, proceedings under the *Bankruptcy and Insolvency Act (BIA)* and disputes between shareholders. He also served as the Superior Court's representative on the committee on class actions of the CBA's Quebec Branch from 2007 to 2010. He assumed the same role on the working group that studied the *U.S.-Canada Cross-Border Class Action Protocols*.

He was appointed to the Quebec Court of Appeal in April 2012, and to the Supreme Court of Canada in June 2014. During his years at the Supreme Court, he notably acted as the Court's representative within the international organization regrouping the supreme courts of the member states of the Francophonie.

During his judicial career, the Honourable Clément Gascon has maintained his involvement in terms of legal education for lawyers of many provincial bars as well as for law students (at McGill University and Ottawa University), particularly in matters relating to written and oral advocacy, commercial litigation and insolvency and restructuring. He has also regularly participated as speaker in continuing legal education seminars for judges on commercial law, class actions and judgment writing. From 2007 to 2012, he notably co-chaired the Judgment Writing Seminar of the Canadian Institute for the Administration of Justice, where he continued to participate as speaker from 2013 onward. He has also been a regular faculty member at the Seminar for New Federally Appointed Judges of the National Judicial Institute.

Since 2019, he has devoted further time as speaker in conferences and talks aimed at encouraging a better dialogue on mental health issues and wellness within the Canadian legal community, including the judiciary, the law societies and the law faculties.

With over thirty-eight years of experience as an appellate and trial judge and as a commercial litigator, he brings his solid bilingual (French and English) and bijuridical (civil law and common law) expertise as jurist, adjudicator and litigator to bear in his advisory work with the firm's attorneys and clients, as well as in his role as commercial arbitrator in domestic and international matters.

438-387-5499
cgascon@woods.qc.ca



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The Honourable J. Douglas Cunningham

PHONE NO.: +1.416.848.0203

EMAIL: dcunningham@arbitrationplace.com

CV: [Click here to open.](#)

AREA OF PRACTICES:

- Class Action
- Commercial
- Construction
- Employment
- Estates
- Insurance
- International

The Honourable J. Douglas Cunningham, Q.C. served as a Justice of the Ontario Superior Court for two decades where he was first appointed as Regional Senior Judge for the East Region (2000-2002) and then as Associate Chief Justice of the Superior Court of Justice (2002-2012). His broad experience gained during his years on the bench and in private practice includes corporate and commercial matters, professional liability, construction, critical injury and insurance, employment, product liability, class actions, and estates. He is a Resident Arbitrator and Mediator.

If you have inquires for Mr. Cunningham, please contact his Assistant:

Fabia Zampieron

Fabia@arbitrationplace.com

- [HIDE DETAILED BIO](#)

The Honourable J. Douglas Cunningham, Q.C. was appointed to the Ontario Superior Court of Justice in 1991. During his more than two decades on the bench, Mr. Cunningham presided over hundreds of complex, high-stakes trials, first as Regional Senior Judge for the East Region (2000-2002) and then as Associate Chief Justice of the Superior Court of Justice (2002-2012). He also regularly sat on civil appeals as a Judge of the Ontario Divisional Court. Throughout, Mr. Cunningham earned the respect of counsel and parties for his sound judgment and ability to quickly and effectively cut to the heart of disputes.

Mr. Cunningham’s broad experience gained during his years on the bench and in private practice includes corporate and commercial matters, professional liability, construction, critical injury and insurance, employment, product liability, class actions, and estates.

Mr. Cunningham left the Court in 2012 and founded Cunningham Dispute Resolution Services. Since then he has been a highly-successful commercial arbitrator and mediator based in Toronto and Ottawa, with retainers across Canada and internationally. In this role, Mr. Cunningham leverages his extensive experience in the service of counsel and parties looking for fair, creative, and efficient resolutions to their disputes.

A graduate of Queen’s University Faculty of Law, Mr. Cunningham was called to the Bar in Ontario in 1969, and was awarded Queen’s Counsel designation in 1980. In 2013, he received an honorary LL.D. from the Law Society of Upper Canada.

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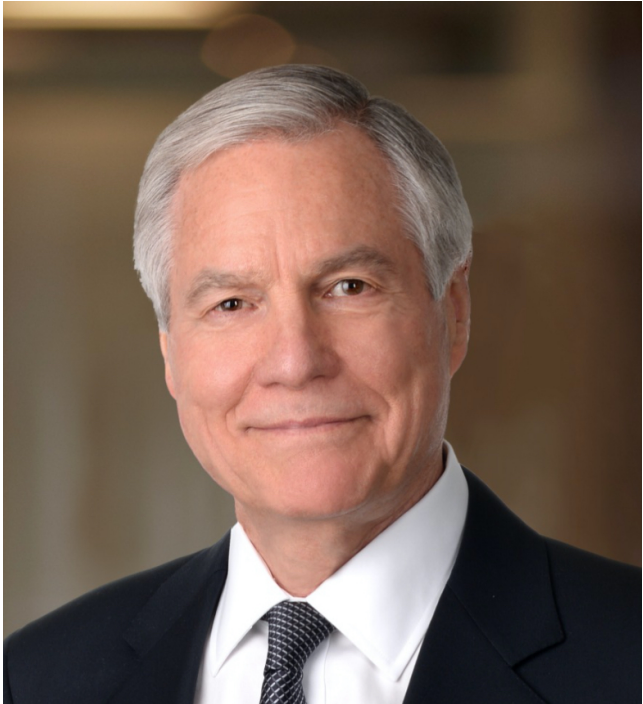
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BOOK NOW



Niels Ortved

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CV: [Click here to open.](#)

AREA OF PRACTICES:

- Medical Negligence
- Administrative
- Commercial
- Intellectual Property
- Professional Regulation

Niels Ortved is a Member Arbitrator and Mediator. Previously, he was senior partner at McCarthy Tétrault in the Toronto litigation group for over 35 years where he engaged in a wide range of matters, including commercial and corporate, administrative, intellectual property, medical negligence, criminal defense and professional regulation matters. He served a six-year tenure as the full-time managing partner of McCarthy Tétrault’s Toronto office.

- [HIDE DETAILED BIO](#)

Niels brings to his mediation and arbitration practice a wealth of traditional and alternative dispute resolution experience. As a member of the Litigation Group at McCarthy Tétrault for almost 40 years, he provided advice, strategic analysis, and advocacy in relation to a broad range of matters involving contract interpretation, tort claims, insolvency, civil and criminal fraud, intellectual property and employment disputes. For many years, Niels headed up the firm’s medical malpractice defence team and, as a result, he has extensive knowledge in this area. For approximately six years of his tenure, he also served as the full-time managing partner of McCarthy Tétrault’s Toronto office where he gained extensive business experience and insight into managing a 400+ -person professional partnership. As a result, he is particularly well-suited to assisting in the resolution of all manner of partnership, shareholder, joint venture and other similar business disputes.

Having appeared at all levels of the courts, including the Supreme Court of Canada, and before many administrative tribunals and public inquiries, Niels understands the challenges and pitfalls associated with the uncertainties, delays, and costs that are an inevitable feature of the litigation process, and the potential benefits that can be realized through a mediated or arbitrated resolution. He also understands that the highest priority of most clients is to achieve a timely and cost-effective determination of their disputes.

As a mediator, he brings a patient but persistent mindset and works diligently with the parties to assist them in arriving at an outcome that best serves their interests. When meeting with parties individually, he is willing to provide neutral evaluative input to help them appreciate both the strengths and potential vulnerabilities of their positions. He never loses sight, however, of the ultimate objective of achieving a pragmatic resolution.

As an arbitrator, Niels benefits from years of experience as an adjudicator going back to his appointment to Boards of Inquiry and his involvement in many arbitrations as counsel. He prepares assiduously, digests the evidence and submissions attentively, and undertakes an informed assessment of any matter heard by him. Counsel and parties are treated with the utmost respect and invariably come away from the process assured that they have received a fair and impartial hearing.

In 1997, Niels was elected as a Fellow of the American College of Trial Lawyers. He has been consistently recognized as a leading practitioner in the fields of litigation and dispute resolution in legal publications, including Chambers Canada and The Canadian Legal Lexpert Directory. He is also a member of the ADR Institute of Canada.

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TAB E

This is Exhibit “E” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

Schedule “A”

Grievance Resolution Process

On August 17, 2021, the Ontario Superior Court of Justice (Commercial List) granted the Compensation Claims Process Order (the “**Compensation Claims Process Order**”). Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Compensation Claims Process Order.

For greater certainty, “Employer” shall refer to Laurentian University of Sudbury and “Union” shall refer to Laurentian University Faculty Association.

The Compensation Claims Process Order applies to, among others, claims by any Employee or Union (whether on behalf of an Employee or otherwise) in respect of grievances under any collective agreement to which both the Employer and the Union is party, whether such grievance arose prior to or after the Filing Date and is in respect of any matter that were Grievance Claims as defined in the Compensation Claims Process Order, being grievances:

- (1) based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date (“**Pre-Filing Grievances**”); or
- (2) arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“**Restructuring Grievances**”).

Pursuant to the Compensation Claims Process Order, no Compensation Claimant filing a Notice of Dispute shall directly or indirectly assert, advance, re-assert or re-file any Compensation Claim that is not calculated in accordance with the Compensation Claims Methodology.

Pursuant to the Compensation Claims Process Order, any Compensation Claim that is directly or indirectly asserted, advanced, re-asserted or re-filed that is not calculated in accordance with the Compensation Claims Methodology shall be disallowed.

Pursuant to the Compensation Claims Process Order, if a Compensation Claimant disputes any of the Compensation Claim Information used to calculate its Compensation Claim, as set out in the Statement of Compensation Claim, the Compensation Claimant must file a Notice of Dispute with the Monitor on or before the Compensation Claims Bar Date (October 14, 2021).

Pursuant to the Compensation Claims Process Order, any Notice of Dispute with respect to an individual Employee or Retiree shall be filed by such individual Employee or Retiree, as applicable. For greater certainty, the Union shall not file a Notice of Dispute on behalf of their respective Employees or Retirees, as applicable.

In the case of Grievance Claims, the Notice of Dispute process contained in the Compensation Claims Order provided for the ability of additional Grievance Claims to be raised by the Union on or before the Compensation Claims Bar Date of October 14, 2021.

Any Compensation Claimant that does not file a Notice of Dispute as provided for in the Compensation Claims Process such that the Notice of Dispute is received by the Monitor on or before the Compensation Claims Bar Date: (a) shall be forever barred from asserting or enforcing against the Employer any other Compensation Claim that is not set forth in the Statement of Compensation Claim, (b) shall not be entitled to vote at the applicable Creditors' Meeting in respect of the Plan or to receive any distribution thereunder with respect to any Compensation Claim, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in the CCAA proceedings with respect to any other Compensation Claim.

In the event that a Notice of Dispute is received or deemed to be received by the Monitor prior to the Compensation Claims Bar Date, the Monitor, in consultation with the Employer, shall attempt to resolve the dispute. If the dispute cannot be resolved within a reasonable period of time or in a manner satisfactory to the Employer, the Monitor, and the applicable Compensation Claimant, then paragraphs 35 to 39 of the Claims Process Order shall apply.

The Claims Process Order provides that any such disputes may be referred to: (i) a Claims Officer for determination, or (ii) on notice to the disputing Compensation Claimant, to the Court for determination.

Solely with respect to Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances (as defined herein), this Grievance Resolution Process shall modify and amend the process set out in paragraphs 35 to 39 of the Claims Process Order.

On or before October 14, 2021, LUFA filed an additional 36 grievances in respect of the Employer (collectively, the "**October 14 Grievances**"). The October 14 Grievances remain outstanding as of today's date. Neither LUFA nor the individual Employee or Retiree filed one or more Notices of Dispute with the Monitor with respect to the October 14 Grievances. For the purposes of this Grievance Resolution Process, the October 14 Grievances shall be treated as Grievance Claims as if filed by way of Notice of Dispute prior to the Compensation Claims Bar Date.

As a result of the ongoing restructuring of the Employer under the CCAA, it is necessary to classify and resolve the October 14 Grievances, including any additional grievances filed by the Union against the Employer after October 14, and prior to the completion of the restructuring as: (i) Pre-Filing Grievances, (ii) Restructuring Grievances, (iii) Material Post-Filing Grievances (as defined herein), or (iv) non-material post-filing grievances. In respect of any Material Post-Filing Grievances filed after October 14, 2021, the timeline to address particulars, classification and resolution shall be addressed on an individualized basis with the assistance of the Grievance Resolution Officer. Any Pre-Filing Grievances, Restructuring Grievances or Material Post-Filing Grievances must be determined before the Employer emerges from its CCAA proceeding.

Pre-Classification Process in Respect of the October 14 Grievances

Action Item	Description	Outside Date
Information Exchange for Classification Purposes	The Employer shall provide the Union with a list of all grievances that require additional particularization and, if possible, specific questions with respect to each grievance.	December 23, 2021
Additional Particulars	The Union shall provide the Employer with the material particulars that the Union intends to rely upon to substantiate each grievance claim, including the party/parties on whose behalf the Grievance has been filed. To the extent that the Employer has specific requests, the Employer shall provide same to the Union. The Union shall provide particulars for individuals grievances as they become available. At a minimum, the particulars must permit the Monitor to classify each of the grievances, as set out below.	January 7, 2022
No particulars	If the Union does not provide particulars or provides insufficient particulars for classification purposes on or before January 7, 2021, the Monitor, acting reasonably, shall classify each of the grievances as either Pre-Filing Grievances, Restructuring Grievances, or post-filing grievances. In the event that a grievance is classified as a Pre-Filing Grievance or a Restructuring Grievance, the Compensation Claims Process Order shall continue to apply to such grievance.	January 14, 2022
Classification with particulars	Following receipt of particulars, the Monitor, acting reasonably and in consultation with the Employer and the Union, shall classify each of the grievances as either: (i) Pre-Filing Grievance, (ii) Restructuring Grievance, (iii) non-material post-filing grievance, or (iv) a material post-filing grievance that may jeopardize the ordinary course operations of the Employer or may jeopardize the restructuring of the Employer in any way due to the nature of the post-filing grievance (a “Material Post-Filing Grievance”). The Monitor will notify the Union and the Employer with respect to the classification of each grievance. If either the	January 14, 2022

	Union or the Employer disputes such classification, the Monitor will canvass availability with Justice Dunphy (the “ Court-Appointed Mediator ”) for a mediation to determine the classification of each disputed grievance. If the parties are unable to agree to the classification of the disputed grievances, the Court-Appointed Mediator shall have the authority to make a determination solely in respect of that classification and such decision shall be final and binding.	
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Process for the Determination of Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances

Action Item	Description	Outside Date
Information Exchange	In the event that the Monitor requires further particulars in order to assist with the resolution of any disputed Pre-Filing Grievance, Restructuring Grievance, or Material Post-Filing Grievance, the Monitor shall be entitled to seek the additional information from the Employer or the Union, as applicable and such information shall be furnished to the Monitor.	January 28, 2022
Resolution of Grievance	Following classification of such grievances, the Monitor, in consultation with the Employer and the Union, shall attempt to resolve any disputed pre-filing grievance, restructuring grievance, or Material Post-Filing Grievance. Any and all resolutions shall be governed by the terms of the Compensation Claims Process Order and the Claims Process Order, as applicable.	February 4, 2022
Grievance Resolution Officer	If any of the Pre-Filing Grievances, Restructuring Grievances, or Material Post-Filing Grievances are not resolved by February 4, 2022, the Monitor, the Employer, and the Union will refer the dispute to the Grievance Resolution Officer for determination.	February 4, 2022
Determination of Grievance Resolution Officer	Subject to further order of the Court, the Grievance Resolution Officer shall determine the amount of each Pre-Filing Grievance, Restructuring Grievance, or Material Post-Filing Grievance in respect of which a dispute has been referred to the	February 25, 2022 (or such later date determined by the

	Grievance Resolution Officer. In doing so, the Grievance Resolution Officer shall be empowered to determine the process in which any evidence may be brought before the Grievance Resolution Officer as well as any other procedural matters that may arise.	Grievance Resolution Officer)
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Non-Material Post-Filing Grievances

Action Item	Description	Outside Date
Settlement Discussions	Following the exchange of particulars, the Union and the Employer shall make reasonable efforts to settle non-material post-filing grievances. To the extent that the grievance is resolved, such settlement shall be reduced to writing and countersigned by the Union representative, and the Employer representative.	January 31, 2022
No settlement	In the event that a grievance is unable to be settled, the Employer shall forward in writing to the Union representative the Employer's reasons for denying the grievance.	February 28, 2022
Labour Arbitration	If any of the non-material post-filing grievances are not resolved by February 28, 2022, the Employer and the Union will refer the dispute to an arbitrator for determination in accordance with the provisions of the collective agreement.	N/A
Determination of Labour Arbitrator	Subject to further order of the Court, the arbitrator shall determine the amount of each non-material post-filing grievance in respect of which a dispute has been referred to the arbitrator. Pursuant to section 48(12) of the <i>Labour Relations Act</i> , 1995, S.O. 1995, c. 1, Sched. A, as amended, the arbitrator shall be empowered to determine the expedited process to determine the grievances as well as any other procedural matters that may arise. The arbitrator should schedule complete days to hear as many disputed post-filing grievances as possible.	April 29, 2022

TAB F

This is Exhibit “F” referred to in the Affidavit of Dr. Robert Haché sworn by Dr. Robert Haché of the City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 13, 2021 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

CITATION: Laurentian University of Sudbury, 2021 ONSC 3885

COURT FILE NO.: CV-21-00656040-00CL

DATE: 2021-05-31

SUPERIOR COURT OF JUSTICE - ONTARIO

**RE: IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF LAURENTIAN UNIVERSITY OF
SUDBURY**

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller, Mitch W. Grossell and Derek Harland*, for the Applicant

Ashley Taylor, Elizabeth Pillon and Ben Muller, for the Court-appointed Monitor
Ernst & Young Inc

Vern W. DaRe, for the DIP Lender

Aryo Shalviri and Jules Monteyne, for the Royal Bank of Canada

Stuart Brotman and Dylan Chochla, for the Toronto Dominion Bank

George Benchetrit, for the Bank of Montreal

Peter J. Osborne, for the Board of Governors

Joseph Bellissimo and Natalie Levine, for Huntington University

Andrew Hatnay, Demetrios Yiokaris, for Thorneloe University

Alex MacFarlane and Lydia Wakulowsky, for Northern Ontario School of Medicine

Mark G. Baker and Andre Luzhetskyy, for Laurentian University Students' General
Association

Guneev Bhinder, for the Canada Foundation for Innovation

André Claude, for the University of Sudbury

Tracey Henry, for Laurentian University Staff Union (LUSU)

Charlie Sinclair, Counsel for Laurentian University Faculty Association (LUFA)

HEARD: May 28, 2021

ENDORSEMENT

[1] Laurentian University (“Laurentian” or the “Applicant”) brings this motion seeking the following two orders:

- (a) an Order appointing Mr. Louis (Lou) Pagnutti as Chief Redevelopment Officer (“CRO”) of Laurentian and approving the terms of his engagement; and
- (b) an Order approving the claims process proposed by the Applicant and the Monitor to identify the universe of potential claims that may exist against the Applicant, in order to allow the Applicant and the Monitor to address such claims in contemplation and formulation of a Plan of Compromise or Arrangement (the “Plan”).

[2] The Applicant also requests an amendment to para. 36 of the Amended and Restated Initial Order to increase the maximum amount of fees and disbursements of the Board of Governors’ (the “Board”) independent counsel (“Board Counsel”) that is permitted to be paid by the Applicant from \$250,000, plus HST, to a maximum amount of \$500,000, plus HST.

[3] The evidentiary basis for the requested relief is set out in the affidavit of Dr. Robert Haché, sworn May 21, 2021, and in the Fourth Report of the Monitor dated May 27, 2021.

Appointment of CRO

[4] The Applicant is of the view that the appointment of the CRO will minimize the disruption to the operations of the Applicant. The CRO will provide strategic guidance in assisting with the Applicant’s restructuring and will also support the Applicant’s senior leadership team, including the President and Vice-Chancellor.

[5] The Applicant is of the view that the CRO will provide a fresh perspective and assist the Applicant in moving to a financially sustainable and successful future.

[6] A proposed engagement letter indicates that the compensation to the CRO is at an hourly rate of \$650 per hour (up to a maximum of 80 hours each month). There is no additional “success fee” component to the CRO’s compensation.

[7] The Monitor has reviewed the proposed fees and disbursements set out in the CRO Engagement Letter and believes them to be fair and reasonable in the circumstances.

[8] The proposed appointment of the CRO is supported by the Laurentian University Faculty Association, Laurentian University Staff Union, the Board and the DIP Lender.

[9] The Monitor is also in support of the appointment of Mr. Pagnutti.

[10] The appointment of Mr. Pagnutti was opposed by University of Sudbury (“U Sudbury”). Counsel to U Sudbury indicated that there was a degree of disappointment that his client was not consulted with respect to the appointment of the CRO. He suggested that there should be further consultations and an opportunity provided to consider other individuals for the position, taking into account the bilingual and tricultural nature of Laurentian.

[11] I am not persuaded by the arguments put forth by U Sudbury. The Notice of Disclaimer with respect to U Sudbury is now final. In effect, U Sudbury is not part of the going forward plan of Laurentian. Consequently, the participation of U Sudbury in Phase 2 of the restructuring will be severely limited. The support for the appointment of Mr. Pagnutti is widespread and, in my view, this appointment should take effect as soon as possible.

[12] I am satisfied that the arrangements set out in the CRO Engagement Letter are fair and reasonable in the circumstances and an Order will issue appointing Mr. Pagnutti as CRO of Laurentian and approving the terms of his engagement.

Increase of Fees to Board Counsel

[13] The request to increase the maximum amount of fees and disbursements of Board Counsel is not opposed. I accept that Board Counsel has been busy throughout the CCAA proceeding to address and advise on issues relevant to the Board. As the proposed claims process commences, it is expected that the Board will continue to require the advice of Board Counsel, necessitating an increase of the fees incurred by Board Counsel.

[14] In my view, it is appropriate that para. 36 of the Amended and Restated Initial Order be amended to increase the maximum amount of fees and disbursements of Board Counsel that is permitted to be paid by the Applicant from \$250,000, plus HST, to a maximum amount of \$500,000.

Claims Process

[15] The Applicant seeks approval to undertake a process to identify, determine and resolve certain claims of its creditors (the “Claims Process”). The Claims Process will be conducted in order to identify and determine for voting and/or distribution purposes the potential universe of claims that may exist against Laurentian, to allow Laurentian to deal with such claims and formulate a Plan.

[16] The Applicant contends that the proposal is a fair, efficient, and reasonable process for the determination and resolution of all claims against the Applicant and its Directors and Officers.

[17] The Claims Process has been prepared by the Applicant, in consultation with the Monitor.

[18] The Monitor supports the proposed Claims Process Order.

[19] The DIP Lender, LUFA and LUSU are supportive of the Claims Process Order.

[20] In the Fourth Report, the Monitor states that the Applicant and the Monitor provided a draft of the Claims Process Order to the Toronto Dominion Bank, (“TD Bank”), Royal Bank of Canada and Bank of Montreal (collectively, the “Pre-filing Lenders”). The Pre-Filing Lenders are collectively owed in the range of \$130 million.

[21] The Monitor also reports that the Applicant and the Monitor have engaged in multiple discussions with the Pre-filing Lenders in respect of the Claims Process and that the Monitor has agreed to provide weekly updates to the Pre-filing Lenders with respect to claims received and the status of the Monitor’s review of claims.

[22] TD Bank has proposed an amendment to the Claims Process Order. TD Bank proposes that the Monitor shall consult with the Pre-filing Lenders and any other stakeholders as the Monitor deems appropriate (the “Consultation Parties”) with respect to each claim in excess of \$5 million which the Monitor proposes to accept and to provide the Consultation Parties with not less than 10 days’ prior written notice of the intent to accept such claim. Any Consultation Party who objects to the acceptance of such claim by the Monitor may then apply to the court within 10 days for a review of the proposed acceptance.

[23] The Monitor has noted a number of areas of concern with respect to the TD Bank proposal:

- (a) The proposed amendment will lead to confusion.
- (b) The proposal effectively removes the role of a Claims Officer for any claim over \$5 million. If any Consultation Party opposes the Monitor’s acceptance of a claim over \$5 million, the result is that the claim will be directly referred to the court for determination rather than a Claims Officer. The result will be increased litigation and increased cost versus the expeditious summary process that is typical in a CCAA claims process.
- (c) The proposal eliminates the ability of the Monitor to negotiate and settle claims in the ordinary course.
- (d) If the settlement of a claim is opposed and the Monitor’s assessment of the claim is required to be justified in court, the Monitor will either have to disclose its assessment of its strengths and weaknesses of the claim and the litigation risk associated with the claim or a cumbersome process will need to be developed where the Monitor can share its assessment with the court under seal.
- (e) The Monitor is not in a position to determine which stakeholders should be Consultation Parties.
- (f) In the event that a material number of claims over \$5 million are opposed by any one of the Consultation Parties, the process to obtain a determination

of such claims could result in significant delay to the resolution of such claims.

- (g) The above factors are likely to make the Claims Process more expensive and inefficient.

[24] TD Bank supports the making of a Claims Process Order at this time but submits that, in the circumstances, the process should contemplate disclosure and consultation by the Monitor with the Pre-filing Lenders.

[25] TD Bank submits that Laurentian and the Monitor have acknowledged that material claims will be submitted, some of which claims are unliquidated and/or contingent and may be subject to a bona fide dispute - both with respect to liability and quantum. The consensual resolution of such claims will bear directly on the likelihood of success of any Plan.

[26] TD Bank further submits that its proposed change is reasonable and appropriate in the circumstances and will create a fair and transparent process which furthers the remedial objectives of the CCAA. Further, this proposal does not give a consent or veto right to any creditor with respect to acceptance or compromise of any claim.

[27] Based upon information available to TD Bank at the time its factum was issued, the total quantum of claims is unknown but can reasonably be expected to include: (a) the claims of the Pre-filing Lenders; (b) claims of current and former employees; (c) claims of the federated universities arising from the termination and disclaimer of their agreements with Laurentian; (d) potential claims arising from the pension-related claim; and (e) claims of other creditors with pre-filing and restructuring claims.

[28] TD Bank anticipates many of these claims will be for significant amounts, will be complex, and will engage multiple legal and valuation issues. The acceptance or settlement of these claims will bear directly on the entitlements of the creditors under and in respect of any Plan.

[29] TD Bank submits that the transparency and consultation that it seeks to import into the Claims Process will enhance the likelihood of a viable Plan.

Analysis

[30] The broad remedial objectives of the CCAA are to facilitate a restructuring rather than a liquidation of assets. The objective of a restructuring will most likely be achieved where stakeholders are treated as advantageously and fairly as the circumstances permit (see *Century Services Inc. v. Canada (Attorney General)*, 2010 SCC 60, [2010] 3 S.C.R. 379 at paras. 15-19, 56-66 and 70 (“*Century Services*”)).

[31] A claims process is an essential component of any plan and it is necessary and appropriate that the claims process furthers the remedial objective of the CCAA (*Timminco Limited, Re*, 2014 ONSC 3393 at para. 41).

[32] A claims process order must be carefully drafted so as to ensure that the process by which claims are determined is both fair and reasonable to all stakeholders, including those who will be directly affected by the acceptance of other claims (*Steels Industrial Products Ltd. (Re)*, 2012 BCSC 1501 at para. 38 (“*Steels*”)).

[33] TD Bank submits that its proposal is consistent with the entitlements of creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“BIA”) to review proofs of claim filed by others and to seek an order from the court expunging or reducing a proof of claim accepted by a trustee. TD Bank points out that such entitlements are available to creditors under the BIA in both bankruptcy and commercial proposal proceedings and to the extent possible, aspects of insolvency law that are common to the BIA and CCAA should be harmonized. The examples provided by TD Bank are BIA, ss. 26, 37, 66, 126 and 135(5); see also *Century Services* at para. 24.

[34] TD Bank references the following cases as examples where the disclosure and involvement of certain parties has been incorporated into the claims process. These cases are *Crystallex International Corp., Re*, 2012 ONSC 6812; *Target Canada Co.* (11 June 2015), Toronto, CV-15-10832-00CL (Ont. S.C.) at para. 30; *Carillion Canada Holdings Inc.* (6 July 2018), Toronto, CV-18-590812-00CL (Ont. S.C.); and *Steels* at para. 13.

[35] TD Bank acknowledges there are no set rules in the CCAA which govern the Claims Process. I agree with this statement.

[36] The facts underlining each of the cases relied upon by TD Bank needs to be taken into account. *Crystallex* had been a bitterly fought proceeding extending nearly 10 years. *Target Canada* was a liquidation proceeding from the outset. *Carillion* was also a liquidating CCAA process, as was *Steels*. Suffice to say, there are considerable differences in how a supervising judge will approach a liquidating CCAA in contrast to a CCAA proceeding leading to an operational restructuring. For this reason, the cases referred to by TD Bank are of limited assistance.

[37] In an operational restructuring, it is necessary to consider the timelines. From the outset, Laurentian has proceeded on the basis that it intends to remain in operation. Laurentian has stressed that it is essential that these proceedings be completed as soon as possible. The proceedings cannot be completed without the Claims Process being finalized. I am concerned that the TD Bank proposals could delay the Claims Process from being completed on a timely basis.

[38] The proposal to establish Consultation Parties is problematic. Under the TD Bank proposal, the Pre-filing Lenders are involved in the consultation process as are such other stakeholders as the Monitor deems appropriate. The TD Bank proposal affects claims in excess of \$5 million. In the context of this proceeding, a \$5 million claim is a significant claim. I am hard-pressed to think of a situation where such a claimant would not be deemed an appropriate Consultation Party. I am given to understand that there might be in the range of 15 or so claims over \$5 million. If each claimant or a substantial majority of these claimants is deemed to be a Consultation Party, the sheer size of the group would impede its mandate and progress. The process will cease to be efficient and effective in resolving issues.

[39] I am mindful of the submission made by counsel to TD Bank that it is important to move quickly – but not to rush. This requires a balancing of competing interests, to ensure that the process remains fair to all.

[40] I have been persuaded that the Pre-filing Lenders should have some involvement in this process. However, the TD Bank proposal runs the risk of being convoluted and cumbersome to the extent that the Claims Process may not be completed on a timely basis. A middle ground must be found.

[41] The fact that there are no set rules to govern the claims process leads, in some cases, to a bespoke claims process. This situation calls for a bespoke process.

[42] Counsel to TD Bank made reference to the claim process in the BIA. One such provision, which was not referenced in argument, is set out in s. 30(1)(i) of the BIA:

Powers exercisable by a trustee with permission of inspectors

30 (1) The trustee may, with the permission of the inspectors, do all or any of the following things:

(i) compromise any claim made by or against the estate.

[43] This section has two components. The first relates to the involvement of inspectors. The role of an inspector in the BIA is defined in ss. 116-120. The second relates to the compromise of claims against the estate. The trustee may, with the permission of the inspectors, compromise such claims.

[44] It is also noteworthy to reference BIA s. 119(2):

Decisions of inspectors subject to review by court

119 (2) The decisions and actions of the inspectors are subject to review by the court at the instance of the trustee or any interested person and the court may revoke or vary any act or decision of the inspectors and it may give such directions, permission or authority as it deems proper in substitution thereof or may refer any matter back to the inspectors for reconsideration.

[45] In my view, the concerns expressed by TD Bank can be addressed by incorporating certain provisions similar to those dealing with inspectors in the BIA and modifying same to address the circumstances of this case.

[46] An inspector can play a critical role. In *Re Bryant Isard & Co.* (1923), 4 C.B.R. 41 at para. 24 (Ont. S.C.), Fisher J. summed up the position of inspectors in these words: “Inspectors stand in a fiduciary relation to the general body of creditors and should perform their duties impartially and in the interests of the creditors who appoint them. They should see that the trustee acts in accordance with the *Bankruptcy Act*, and if it is brought to their notice he has not done so, they should discipline him and, if necessary, take steps to have him removed.”

[47] In these circumstances, I have concluded that the Claims Process procedure proposed by the Applicant should be modified so as to provide for the appointment of up to four “inspectors”. Two of the inspectors are to be representatives of the Pre-filing Lenders with the remaining two “inspectors” being drawn from the group of creditors who file claims in excess of \$5 million (a “Material Claim”). The selection of the inspectors is to be made by the Monitor, in consultation with the Applicant, the Pre-filing Lenders and the known creditors with Material Claims

[48] The Monitor shall inform the “Inspector Group” that they are to act in the best interests of all creditors and that they stand in a fiduciary relationship to all creditors and should perform their duties impartially.

[49] Compensation for the “Inspector Group” is to be calculated using the structure provided for in R. 135 of the Bankruptcy and Insolvency General Rules.

[50] The Claims Process provision is to be modified so as to provide that the Monitor shall consult with the “Inspector Group” in respect of the acceptance or settlement of Material Claims. The Monitor is authorized to compromise any Material Claim – provided it has received permission from three members of the “Inspector Group”.

[51] In the event that the Monitor does not receive authorization to compromise the material claim, the Monitor or any member of the “Inspector” group may apply to court within 10 days for review of the proposed acceptance.

[52] The foregoing process is intended to ensure that the concerns of the Pre-filing Lenders are addressed, without unduly paralyzing the Claims Process that has been put forth by the Applicant with the support of the Monitor.

[53] The Applicant and the Monitor are directed to modify the Claims Process Order to take into account these reasons. The modifications are solely to affect the assessment of Material Claims. The other aspects of the Claims Process proposed by the Applicant are approved. If more detailed directions are required, a case conference may be scheduled.



Chief Justice G.B. Morawetz

Date: May 31, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No. 21-CV-656040-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF DR. ROBERT HACHÉ
 (sworn December 13, 2021)**

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TAB 3

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	MONDAY, THE 20TH
	)	
JUSTICE MORAWETZ	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

ORDER

(Appointment of Claims Officers)

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order appointing the Honourable Clément Gascon, the Honourable J. Douglas Cunningham and W. Niels Ortved to adjudicate any disputed claims against the Applicant and its current and former directors and officers, proceeded on December 20, 2021 by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Dr. Robert Haché sworn December 13, 2021 (the "**Haché Affidavit**") and the Exhibits thereto and the Ninth Report of Ernst & Young Inc. in its capacity as court-appointed Monitor (the "**Monitor**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland sworn December _____, 2021,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that service of the Applicant's Notice of Motion and the Applicant's Motion Record is hereby validated, so that its Motion is properly returnable today.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Amended and Restated Claims Process Order dated May 31, 2021 (as amended and restated from time to time, the "**Claims Process Order**").

CLAIMS OFFICERS

3. **THIS COURT ORDERS** that, pursuant to paragraph 37 of the Claims Process Order, the following persons are appointed as Claims Officers in this proceeding: (a) the Honourable Clément Gascon, (b) the Honourable J. Douglas Cunningham, and (c) W. Niels Ortved (collectively, the "**Claims Officers**" and each individually, a "**Claims Officer**").
4. **THIS COURT ORDERS** that the fees and expenses incurred by the Claims Officers in undertaking the mandate pursuant to this Order, including any staff or other lawyers reasonably required by the Claims Officers to assist with the mandate, at their standard hourly rates for similar matters as approved by the Monitor, shall be paid by the Applicant upon receiving a direction from the Monitor.
5. **THIS COURT ORDERS** that the Claims Officers shall be at liberty, in consultation with the relevant parties and the Monitor, to determine the procedure for the adjudication of any disputed Claims (as referred to in paragraph 37 of the Claims Process Order) and any Claims Officer hearings shall be conducted as determined by the applicable Claims Officer, which may include a hearing by written submission only or video conference.
6. **THIS COURT ORDERS** that nothing in this Order shall derogate from paragraphs 38 and 39 of the Claims Process Order.
7. **THIS COURT ORDERS** that the Claims Officers shall not incur any liability or obligation as a result of his appointment or the carrying out of the provisions of this Order or the Claims Process Order, and no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Claims Officers

relating to their carrying out of the provisions of this Order or the Claims Process Order, and all rights and remedies of any person against or in respect of the Claims Officers are hereby stayed and suspended, except with the written consent of the applicable Claims Officer or with leave of this Court on notice to the applicable Claims Officer and the Monitor. Notice of any such motion seeking leave of this Court shall be served upon the Claims Officer and the Monitor at least seven (7) days prior to the return date of any such motion for leave.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF LAURENTIAN UNIVERSITY OF SUDBURY

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(Appointment of Claims Officers)

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Lawyers for the Applicant

TAB 4

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	MONDAY, THE 20TH
	)	
JUSTICE MORAWETZ	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

ORDER

(Grievance Resolution Process)

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order: (i) establishing a grievance resolution process, and (ii) appointing Ken Rosenberg of Paliare Roland Rosenberg Rothstein LLP as Grievance Resolution Officer (as defined below), proceeded on December 20, 2021 by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Dr. Robert Haché sworn December 13, 2021 (the "**Haché Affidavit**") and the Exhibits thereto and the Ninth Report of Ernst & Young Inc. in its capacity as court-appointed Monitor (the "**Monitor**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland sworn December _____, 2021,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that service of the Applicant's Notice of Motion and the Applicant's Motion Record is hereby validated, so that its Motion is properly returnable today.

2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Compensation Claims Process Order dated August 17, 2021 (as amended and restated from time to time, the "**Compensation Claims Process Order**") or the Grievance Resolution Process attached hereto at Schedule "A" (the "**Grievance Resolution Process**").

GRIEVANCE RESOLUTION PROCESS

3. **THIS COURT ORDERS** that the Grievance Resolution Process is hereby approved, and the Applicant and Laurentian University Faculty Association ("**LUFA**") are directed to comply with the Grievance Resolution Process as set out therein, with such minor amendments as the Applicant and LUFA may agree, with the consent of the Monitor.

CLASSIFICATION OF GRIEVANCES

4. **THIS COURT ORDERS** that if there is any dispute regarding the Monitor's classification of any grievance subject to the Grievance Resolution Process, the disputes shall be referred to the Court-Appointed Mediator (as defined in the Grievance Resolution Process) for mediation. If the parties are unable to agree to the classification of the disputed grievances, the Court-Appointed Mediator shall have the authority to make a determination solely in respect of that classification, and such decision shall be final and binding.

GRIEVANCE RESOLUTION OFFICER

5. **THIS COURT ORDERS** that Ken Rosenberg of Paliare Roland Rosenberg and Rothstein LLP (the "**Grievance Resolution Officer**") is hereby appointed to determine and resolve any disputed Compensation Claims as well as any and all issues arising with respect to Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances pursuant to section 27 of the Compensation Claims Process Order and section 37 of the Amended and Restated Claims Process Order dated June 9, 2021 (the "**Claims Process Order**").

6. **THIS COURT ORDERS** that the fees and expenses incurred by the Grievance Resolution Officer in undertaking the mandate pursuant to this Order, including any staff or other lawyers reasonably required by the Grievance Resolution Officer to assist with the mandate, at their standard hourly rates for similar matters as approved by the Monitor, shall be paid by the Applicant upon receiving a direction from the Monitor.

7. **THIS COURT ORDERS** that the Grievance Resolution Officer shall be at liberty, in consultation with the relevant parties and the Monitor, to case manage and determine the procedure for the adjudication of any issue related to the Grievance Resolution Process and any hearings shall be conducted as determined by the Grievance Resolution Officer, which may include a hearing by written submission only or video conference.

8. **THIS COURT ORDERS** that nothing in this Order shall derogate from paragraph 27 of the Compensation Claims Process Order or paragraphs 38 and 39 of the Claims Process Order. For greater certainty, except as set out in the Grievance Resolution Process, nothing in this Order shall derogate from the collective agreement between the Applicant and Laurentian University Faculty Association.

9. **THIS COURT ORDERS** that the Grievance Resolution Officer shall not incur any liability or obligation as a result of his appointment or the carrying out of the provisions of this Order or the Compensation Claims Process Order, and no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Grievance Resolution Officer relating to his carrying out of the provisions of this Order or the Compensation Claims Process Order, and all rights and remedies of any person against or in respect of the Grievance Resolution Officer are hereby stayed and suspended, except with the written consent of the Grievance Resolution Officer or with leave of this Court on notice to the Grievance Resolution Officer and the Monitor. Notice of any such motion seeking leave of this Court shall be served upon the Grievance Resolution Officer and the Monitor at least seven (7) days prior to the return date of any such motion for leave.

GENERAL

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give

effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

Schedule “A”

Grievance Resolution Process

On August 17, 2021, the Ontario Superior Court of Justice (Commercial List) granted the Compensation Claims Process Order (the “**Compensation Claims Process Order**”). Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Compensation Claims Process Order.

For greater certainty, “Employer” shall refer to Laurentian University of Sudbury and “Union” shall refer to Laurentian University Faculty Association.

The Compensation Claims Process Order applies to, among others, claims by any Employee or Union (whether on behalf of an Employee or otherwise) in respect of grievances under any collective agreement to which both the Employer and the Union is party, whether such grievance arose prior to or after the Filing Date and is in respect of any matter that were Grievance Claims as defined in the Compensation Claims Process Order, being grievances:

- (1) based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date (“**Pre-Filing Grievances**”); or
- (2) arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“**Restructuring Grievances**”).

Pursuant to the Compensation Claims Process Order, no Compensation Claimant filing a Notice of Dispute shall directly or indirectly assert, advance, re-assert or re-file any Compensation Claim that is not calculated in accordance with the Compensation Claims Methodology.

Pursuant to the Compensation Claims Process Order, any Compensation Claim that is directly or indirectly asserted, advanced, re-asserted or re-filed that is not calculated in accordance with the Compensation Claims Methodology shall be disallowed.

Pursuant to the Compensation Claims Process Order, if a Compensation Claimant disputes any of the Compensation Claim Information used to calculate its Compensation Claim, as set out in the Statement of Compensation Claim, the Compensation Claimant must file a Notice of Dispute with the Monitor on or before the Compensation Claims Bar Date (October 14, 2021).

Pursuant to the Compensation Claims Process Order, any Notice of Dispute with respect to an individual Employee or Retiree shall be filed by such individual Employee or Retiree, as applicable. For greater certainty, the Union shall not file a Notice of Dispute on behalf of their respective Employees or Retirees, as applicable.

In the case of Grievance Claims, the Notice of Dispute process contained in the Compensation Claims Order provided for the ability of additional Grievance Claims to be raised by the Union on or before the Compensation Claims Bar Date of October 14, 2021.

Any Compensation Claimant that does not file a Notice of Dispute as provided for in the Compensation Claims Process such that the Notice of Dispute is received by the Monitor on or before the Compensation Claims Bar Date: (a) shall be forever barred from asserting or enforcing against the Employer any other Compensation Claim that is not set forth in the Statement of Compensation Claim, (b) shall not be entitled to vote at the applicable Creditors' Meeting in respect of the Plan or to receive any distribution thereunder with respect to any Compensation Claim, and (c) shall not be entitled to any further notice of, and shall not be entitled to participate as a Compensation Claimant in the CCAA proceedings with respect to any other Compensation Claim.

In the event that a Notice of Dispute is received or deemed to be received by the Monitor prior to the Compensation Claims Bar Date, the Monitor, in consultation with the Employer, shall attempt to resolve the dispute. If the dispute cannot be resolved within a reasonable period of time or in a manner satisfactory to the Employer, the Monitor, and the applicable Compensation Claimant, then paragraphs 35 to 39 of the Claims Process Order shall apply.

The Claims Process Order provides that any such disputes may be referred to: (i) a Claims Officer for determination, or (ii) on notice to the disputing Compensation Claimant, to the Court for determination.

Solely with respect to Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances (as defined herein), this Grievance Resolution Process shall modify and amend the process set out in paragraphs 35 to 39 of the Claims Process Order.

On or before October 14, 2021, LUFA filed an additional 36 grievances in respect of the Employer (collectively, the "**October 14 Grievances**"). The October 14 Grievances remain outstanding as of today's date. Neither LUFA nor the individual Employee or Retiree filed one or more Notices of Dispute with the Monitor with respect to the October 14 Grievances. For the purposes of this Grievance Resolution Process, the October 14 Grievances shall be treated as Grievance Claims as if filed by way of Notice of Dispute prior to the Compensation Claims Bar Date.

As a result of the ongoing restructuring of the Employer under the CCAA, it is necessary to classify and resolve the October 14 Grievances, including any additional grievances filed by the Union against the Employer after October 14, and prior to the completion of the restructuring as: (i) Pre-Filing Grievances, (ii) Restructuring Grievances, (iii) Material Post-Filing Grievances (as defined herein), or (iv) non-material post-filing grievances. In respect of any Material Post-Filing Grievances filed after October 14, 2021, the timeline to address particulars, classification and resolution shall be addressed on an individualized basis with the assistance of the Grievance Resolution Officer. Any Pre-Filing Grievances, Restructuring Grievances or Material Post-Filing Grievances must be determined before the Employer emerges from its CCAA proceeding.

Pre-Classification Process in Respect of the October 14 Grievances

Action Item	Description	Outside Date
Information Exchange for Classification Purposes	The Employer shall provide the Union with a list of all grievances that require additional particularization and, if possible, specific questions with respect to each grievance.	December 23, 2021
Additional Particulars	The Union shall provide the Employer with the material particulars that the Union intends to rely upon to substantiate each grievance claim, including the party/parties on whose behalf the Grievance has been filed. To the extent that the Employer has specific requests, the Employer shall provide same to the Union. The Union shall provide particulars for individuals grievances as they become available. At a minimum, the particulars must permit the Monitor to classify each of the grievances, as set out below.	January 7, 2022
No particulars	If the Union does not provide particulars or provides insufficient particulars for classification purposes on or before January 7, 2021, the Monitor, acting reasonably, shall classify each of the grievances as either Pre-Filing Grievances, Restructuring Grievances, or post-filing grievances. In the event that a grievance is classified as a Pre-Filing Grievance or a Restructuring Grievance, the Compensation Claims Process Order shall continue to apply to such grievance.	January 14, 2022
Classification with particulars	Following receipt of particulars, the Monitor, acting reasonably and in consultation with the Employer and the Union, shall classify each of the grievances as either: (i) Pre-Filing Grievance, (ii) Restructuring Grievance, (iii) non-material post-filing grievance, or (iv) a material post-filing grievance that may jeopardize the ordinary course operations of the Employer or may jeopardize the restructuring of the Employer in any way due to the nature of the post-filing grievance (a “Material Post-Filing Grievance”). The Monitor will notify the Union and the Employer with respect to the classification of each grievance. If either the	January 14, 2022

	Union or the Employer disputes such classification, the Monitor will canvass availability with Justice Dunphy (the “ Court-Appointed Mediator ”) for a mediation to determine the classification of each disputed grievance. If the parties are unable to agree to the classification of the disputed grievances, the Court-Appointed Mediator shall have the authority to make a determination solely in respect of that classification and such decision shall be final and binding.	
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Process for the Determination of Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances

Action Item	Description	Outside Date
Information Exchange	In the event that the Monitor requires further particulars in order to assist with the resolution of any disputed Pre-Filing Grievance, Restructuring Grievance, or Material Post-Filing Grievance, the Monitor shall be entitled to seek the additional information from the Employer or the Union, as applicable and such information shall be furnished to the Monitor.	January 28, 2022
Resolution of Grievance	Following classification of such grievances, the Monitor, in consultation with the Employer and the Union, shall attempt to resolve any disputed pre-filing grievance, restructuring grievance, or Material Post-Filing Grievance. Any and all resolutions shall be governed by the terms of the Compensation Claims Process Order and the Claims Process Order, as applicable.	February 4, 2022
Grievance Resolution Officer	If any of the Pre-Filing Grievances, Restructuring Grievances, or Material Post-Filing Grievances are not resolved by February 4, 2022, the Monitor, the Employer, and the Union will refer the dispute to the Grievance Resolution Officer for determination.	February 4, 2022
Determination of Grievance Resolution Officer	Subject to further order of the Court, the Grievance Resolution Officer shall determine the amount of each Pre-Filing Grievance, Restructuring Grievance, or Material Post-Filing Grievance in respect of which a dispute has been referred to the Grievance Resolution Officer. In doing so, the Grievance	February 25, 2022 (or such later date determined by the Grievance Resolution Officer)

	Resolution Officer shall be empowered to determine the process in which any evidence may be brought before the Grievance Resolution Officer as well as any other procedural matters that may arise.	
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Non-Material Post-Filing Grievances

Action Item	Description	Outside Date
Settlement Discussions	Following the exchange of particulars, the Union and the Employer shall make reasonable efforts to settle non-material post-filing grievances. To the extent that the grievance is resolved, such settlement shall be reduced to writing and countersigned by the Union representative, and the Employer representative.	January 31, 2022
No settlement	In the event that a grievance is unable to be settled, the Employer shall forward in writing to the Union representative the Employer's reasons for denying the grievance.	February 28, 2022
Labour Arbitration	If any of the non-material post-filing grievances are not resolved by February 28, 2022, the Employer and the Union will refer the dispute to an arbitrator for determination in accordance with the provisions of the collective agreement.	N/A
Determination of Labour Arbitrator	Subject to further order of the Court, the arbitrator shall determine the amount of each non-material post-filing grievance in respect of which a dispute has been referred to the arbitrator. Pursuant to section 48(12) of the <i>Labour Relations Act</i> , 1995, S.O. 1995, c. 1, Sched. A, as amended, the arbitrator shall be empowered to determine the expedited process to determine the grievances as well as any other procedural matters that may arise. The arbitrator should schedule complete days to hear as many disputed post-filing grievances as possible.	April 29, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF LAURENTIAN UNIVERSITY OF SUDBURY

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

Proceeding commenced at Toronto

**ORDER
(Grievance Resolution Process)**

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TAB 5

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	MONDAY, THE 20TH
	)	
JUSTICE MORAWETZ	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

ORDER

(Amending the Amended and Restated Initial Order)

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amending the Amended and Restated Initial Order to remove the cap on the professional fees that may be incurred by independent counsel to the Applicant's Board of Governors, proceeded on December 20, 2021 by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Dr. Robert Haché sworn December 13, 2021 (the "**Haché Affidavit**") and the Exhibits thereto and the Ninth Report of Ernst & Young Inc. in its capacity as court-appointed Monitor (the "**Monitor**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland sworn December ____, 2021,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that service of the Applicant's Notice of Motion and the Applicant's Motion Record is hereby validated, so that its Motion is properly returnable today.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Amended and Restated Initial Order dated February 11, 2021 (the "**Amended and Restated Initial Order**").

BOARD COUNSEL FEES

3. **THIS COURT ORDERS** that the following sentence in paragraph 36 of the Amended and Restated Initial Order, as subsequently amended by Endorsement of this Court dated May 31, 2021, shall be deleted: "Notwithstanding the foregoing, the fees and disbursement of Board Counsel paid by the Applicant from and after the date of this Order shall not exceed the aggregate amount of \$250,000, plus HST, pending further Order of the Court."

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
5. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative

in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

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

Proceeding commenced at Toronto

**ORDER
(Amending the Amended and Restated
Initial Order)**

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No.: CV-21-656040-00CL

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

Proceedings commenced at Toronto

**MOTION RECORD
(Returnable December 20, 2021)**

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