

**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 OF UNIVERSITÉ DE SUDBURY
(An Interested Party in the Lift Stay Motion scheduled for April 8, 2022)

April 5, 2022

CAZA SAIKALEY S.R.L./LLP
Lawyers | Avocats
350-220 Avenue Laurier West
Ottawa, ON K1P 5Z9

Ronald F. Caza (LSO# 29207T)
rcaza@plaideurs.ca
Andréa Baldy (LSO# 71863B)
abaldy@plaideurs.ca

Tel: 613-565-2292
Fax: 613-565-2087

Lawyers for Université de Sudbury

TO: SERVICE LIST

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SUDBURY**

**SERVICE LIST
(as at March 14, 2022)**

THORNTON GROUT FINNIGAN LLP 100 Wellington St. West, Suite 3200 TD West Tower, Toronto-Dominion Centre Toronto, ON M5K 1K7 D.J. Miller Tel: 416-304-0559 Email: djmiller@tgf.ca Mitchell W. Grossell Tel: 416-304-7978 Email: mgrossell@tgf.ca Andrew Hanrahan Tel: 416-304-7974 Email: ahanrahan@tgf.ca Derek Harland Tel: 416-304-1127 Email: dkharland@tgf.ca Lawyers for the Applicant	ERNST & YOUNG INC. 100 Adelaide Street West EY Tower Toronto, ON M5H 0B3 Sharon Hamilton Tel: 416-943-2153 Email: sharon.s.hamilton@ca.ey.com Michael Nathaniel Tel: 416-932-5837 Email: michael.nathaniel@ca.ey.com Court-appointed Monitor of the Applicant
--	--

STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Ashley Taylor Tel: 416-869-5236 Email: ataylor@stikeman.com Elizabeth Pillon Tel: 416-869-5623 Email: lpillon@stikeman.com Zev Smith Tel: 416-869-5260 Email: zsmith@stikeman.com Ben Muller Tel: 416-869-5543 Email: bmuller@stikeman.com Lawyers for the Monitor	LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP 130 Adelaide Street West, Suite 2600 Toronto, ON M5H 3P5 Peter J. Osborne Tel: 416-865-3094 Email: posborne@litigate.com David Salter Tel: 416-649-1818 Email: dsalter@litigate.com Lawyers for the Board of Governors of Laurentian University of Sudbury
MINISTRY OF THE ATTORNEY GENERAL McMurtry-Scott Building 720 Bay Street, 11th floor Toronto, ON M7A 2S9 Michelle Pottruff Tel: 416-528-1235 Email: michelle.pottruff@ontario.ca Lawyer for the Ministry of Colleges and Universities	HICKS MORLEY LLP 77 King Street West 39th Floor Toronto, ON M5K 1K8 Michael J. Kennedy Tel: 416-864-7305 Email: michael-kennedy@hicksmorley.com Labour Counsel to the Applicant

FOGLER, RUBINOFF LLP 77 King Street West, Suite 3000 Toronto, ON M5K 1G8 Martin R. Kaplan Tel: 416-941-8822 Email: mkaplan@foglers.com Vern W. DaRe Tel: 416-941-8842 Email: vdare@foglers.com Joseph Fried Tel: 416-941-8836 Email: jfried@foglers.com Lawyers for the DIP Lender, Firm Capital Mortgage Fund Inc.	BLAKE, CASSELS & GRAYDON LLP 199 Bay Street Suite 4000, Commerce Court West Toronto, ON M5L 1A9 Pamela L.J. Huff Tel: 416-863-2958 Email: pamela.huff@blakes.com Aryo Shalviri Tel: 416-863-2962 Email: aryo.shalviri@blakes.com Cristina Cataldo Tel: 514-982-6312 Email: cristina.cataldo@blakes.com Lawyers for Royal Bank of Canada
FASKEN MARTINEAU DUMOULIN LLP Bay-Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, ON M5H 2T6 Stuart Brotman Tel: 416-865-5419 Email: sbrotman@fasken.com Dylan Chochla Tel: 416-868-3425 Email: dchochla@fasken.com Mitch Stephenson Tel: 416-868-3502 Email: mstephenson@fasken.com Lawyers for Toronto-Dominion Bank	CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 George Benchetrit Tel: 416-218-1141 Email: george@chaitons.com Gary Feldman Tel: 416-218-1130 Email: gary@chaitons.com Lawyers for Bank of Montreal

CAISSE POPULAIRE VOYAGEURS INC. 40 Elm Street, Unit 166 Sudbury, ON P3C 1S8 Richard Dupuis, Director Tel: 705-525-2373 Email: richard.u.dupuis@desjardins.com	ATTORNEY GENERAL OF CANADA Department of Justice Ontario Regional Office The Exchange Tower 130 King Street West Suite 3400, Box 36 Toronto, ON M5X 1K6 Diane Winters Tel: 647-256-7459 Email: diane.winters@justice.gc.ca Lawyer for Canada Revenue Agency including Charities Directorate
RYDER WRIGHT BLAIR & HOLMES LLP 333 Adelaide Street West, 3rd Floor Toronto, ON M5V 1R5 David Wright Tel: 416-340-9070 Ext. 237 Email: dwright@rwbh.ca Labour Counsel for Laurentian University Faculty Association (LUFA)	GOLDBLATT PARTNERS LLP 20 Dundas Street West, #1039 Toronto, ON M5G 2C2 Clio Godkewitsch Tel: 416-979-4059 Email: cgodkewitsch@goldblattpartners.com Insolvency Counsel for LUFA Susan Philpott Tel: 416-979-6417 Email: sphilpott@goldblattpartners.com Charles Sinclair Tel: 416-979-4234 Email: csinclair@goldblattpartners.com Insolvency Counsel for LUFA and lawyers for Ontario Public Service Employees Union (OPSEU), Local 667

WRIGHT HENRY LLP

200 Wellington Street West, Suite 602
Toronto, ON M5V 3C7

Tracey Henry

Tel: 416-306-8275
Email: thenry@wrighthenry.ca

Michael D. Wright

Tel: 416-306-8270
Email: mwright@wrighthenry.ca

Danielle Stampley

Tel: 416-306-8272
Email: dstampley@wrighthenry.ca

Brendan Scott

Tel: 416-306-8277
Email: bscott@wrighthenry.ca

Lawyers for Laurentian University Staff Union
(LUSU)

MCMILLAN LLP

Brookfield Place
181 Bay Street, Suite 4400
Toronto ON M5J 2T3

Tushara Weerasooriya

Tel: 416-865-7890
Email: tushara.weerasooriya@mcmillan.ca

Stephen Brown-Okruhlik

Tel: 416-865-7043
Email: stephen.brown-okruhlik@mcmillan.ca

Lawyers for St. Joseph's Health Centre of
Sudbury and St. Joseph's Continuing Care
Centre of Sudbury

Wael Rostom

Tel: 416-865-7790
Email: wael.rostom@mcmillan.ca

Peter Giddens

Tel: 416-307-4042
Email: peter.giddens@mcmillan.ca

Guneev Bhinder

Tel: 416-307-4067
Email: guneev.bhinder@mcmillan.ca

Lawyers for Canada Foundation for Innovation

**DELL FINANCIAL SERVICES CANADA
LIMITED**

155 Gordon Baker Road, Suite 501
North York, ON M2H 3N5

Gregory J. Segal, Legal Counsel

Tel: 416-758-3316

Email: gregory_segal@dell.com

KOSKIE MINSKY LLP

20 Queen Street West
Suite 900, Box 52
Toronto, ON M5H 3R3

Murray Gold

Tel: 416-595-2085

Email: mgold@kmlaw.ca

James Harnum

Tel: 416-542-6285

Email: jharnum@kmlaw.ca

Lawyers for Ontario Confederation of
University Faculty Associations

Andrew J. Hatnay

Tel: 416-595-2083

Email: ahatnay@kmlaw.ca

Sydney Edmonds

Tel: 416-595-2260

Email: sedmonds@kmlaw.ca

Demetrios Yiokaris

Tel: 416-595-2130

Email: dyiokaris@kmlaw.ca

Lawyers for Thorneloe University

LENOVO FINANCIAL SERVICES 5035 South Service Road Burlington, ON L7R 4C8 Randy Poulton, Regional Leasing Manager Email: customerservice@lenovofs.ca	DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington Street West 40 th Floor Toronto, ON M5V 3J7 Natasha MacParland Tel: 416-863-5567 Email: nmacparland@dwpv.com Natalie Renner Tel: 416-367-7489 Email: nrenner@dwpv.com Lender Counsel to the Applicant
--	--

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, ON M5H 4E3

Alex MacFarlane

Tel: 416-367-6305
Email: amacfarlane@blg.com

Lydia Wakulowsky

Tel: 416-367-6207
Email: lwakulowsky@blg.com

Charlotte Chien

Tel: 416-367-7267
Email: cchien@blg.com

Lawyers for Northern Ontario School of
Medicine

James W. MacLellan

Tel: 416-367-6592
Email: jmaclellan@blg.com

Lawyer for Zurich Insurance Company Ltd.

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Kenneth Kraft

Tel: 416-863-4374
Email: kenneth.kraft@dentons.com

Daniel Loberto

Tel: 416-863-4760
Email: daniel.loberto@dentons.com

Lawyers for Queen's University

SHEPPARD & CLAUDE 202-1173 Cyrville Road Ottawa, ON K1J 7S6 André Claude Tel: 613-748-3333 Email: aclaude@sheppardclaud.ca Lawyer for University of Sudbury	CASSELS BROCK & BLACKWELL LLP 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2 Joseph Bellissimo Tel: 416-860-6572 Email: jbello@casells.com Jed Blackburn Tel: 416-860-6725 Email: jblackburn@casells.com Natalie Levine Tel: 416-860-6568 Email: nlevine@casells.com William Onyeaju Tel: 416-869-5498 Email: wonyeaju@casells.com Lawyers for Huntington University
SUDBURY NEUTRINO OBSERVATORY LABORATORY Creighton Mine #9 1039 Regional Road 24 Lively, ON P3Y 1N2 Tel: (705) 692-7000 Clarence Virtue Email: Clarence.Virtue@snolab.ca	MINING INNOVATION REHABILITATION AND APPLIED RESEARCH CORPORATION Cliff Fielding Building, Room CF203 935 Ramsey Lake Road Sudbury, ON P3E 2C6 Tel: (705) 675-1151 Nadia Mykytczuk, Interim President and CEO Email: NX_Mykytczuk@laurentian.ca

CENTRE FOR EXCELLENCE IN MINING INNOVATION 105 Elm Street, Unit A Sudbury, ON P3C 1T3 Tel: (705) 673-6568 Douglas Morrison, President Email: dmorrison@cemi.ca	BAKER & COMPANY 130 Adelaide Street West, Suite 3300 Toronto, ON M5H 3P5 Mark G. Baker Tel: 416-777-0100 Email: mbaker@bakerlawyers.com Andre Luzhetskyy Tel: 416-777-0100 Email: aluzhetskyy@bakerlawyers.com Lawyers for Laurentian University Students' General Association
INFORMATION AND PRIVACY COMMISSIONER OF ONTARIO 2 Bloor Street East, Suite 1400 Toronto, ON M4W 1A8 Linda Hsiao-Chia Chen, Legal Counsel Tel: 416-326-3333 Email: linda.chen@ipc.on.ca	CORFAB COMPANY LIMITED 1360 Kelly Lake Road Sudbury, ON P3E 5P4 John Corsi, President Tel: 705-522-9096 Email: jcorsi@jcorsi.com
F&M CAULKING LIMITED 10 Kenmore Avenue, Unit #1 Stoney Creek, ON L8E 5N1 Jeffrey Lucato, Manager Tel: 905-643-8085 Email: jlucato@fmcl.ca	ACCEL ELECTRICAL CONTRACTORS LIMITED 100 Haist Avenue Woodbridge, ON L4L 5V4 George Caufin, President Tel: 905-850-8668 Email: georgecaufin@accelectric.com

BIANCHI PRESTA LLP 9100 Jane Street Building A, 3rd Floor Vaughan, ON L4K 0A4 Domenic Presta Tel: 905-738-1078 Ext. 2223 Email: dpresta@bianchipresta.com Lawyer for 1033803 Ontario Inc. o/a Forma-Con Construction and Forma Finishing and B.B.M. Excavation Company Limited	PARISÉ LAW OFFICE 58 Lisgar Street, Suite 200 Sudbury, ON P3E 3L7 Réjean Parisé Tel: 705-674-4042 Email: pariselaw@unitz.ca Lawyer for Interpaving Ltd.
DEDIANA, ELORANTA & LONGSTREET 219 Pine Street Sudbury, ON P3C 1X4 James Longstreet Tel: 705-674-4289 Email: spisani@bellnet.ca Lawyer for Sandro Steel Fabrication Ltd.	CANADIAN UNION OF PUBLIC EMPLOYEES 1378 Triole St Ottawa, ON K1B 3M4 Miriam Martin, In-House Counsel Tel: 613-212-4325 Email: mmartin@cupe.ca
MINDEN GROSS LLP 2200-145 King Street West Toronto, ON M5H 4G2 Rachel Moses Tel: 416-369-4137 Email: rmoses@mindengross.com Lawyer for Royal Trust Corporation of Canada	MINISTRY OF INFRASTRUCTURE 777 Bay Street, 5th Floor Toronto, ON M5G 2C8 Aryn Azzopardi, Chief of Staff Tel: 416-327-4412 Email: aryn.azzopardi@ontario.ca

SILVIA LAROCQUE 905 Cambrian Heights, Unit 36 Sudbury, ON P3C5R5 Tel: 705-675-1151 ext. 3804 Email: kennethlarocque@hotmail.com	ZAYO CANADA INC. 625, Rue Belmont Montreal, QC H3B 2M1 Derek Wilk, Associate General Counsel Tel: 416-644-6705 Email: dwilk@zayo.com
MINISTRY OF FINANCE 777 Bay Street College Park 11th Floor Toronto, ON M5G 2C8 Anthony R. Golding, Senior Counsel Tel: 416-938-5069 Email: anthony.golding@ontario.ca	CLYDE & CO LLP 401 Bay Street Suite #2500 Toronto, ON M5H 2Y4 Barry Stork Tel: 647-789-4848 Email: barry.stork@clydeco.ca Roderic McLauchlan Tel: 647-789-4849 Email: roderic.mclauchlan@clydeco.com Mark Mandelker Tel: 647-789-4821 Email: mark.mandelker@clydeco.ca Lawyers for Canadian Universities Reciprocal Insurance Exchange (CURIE)
CANADIAN INSTITUTES OF HEALTH RESEARCH 160 Elgin Street, 10th Floor Address Locator 4809A Ottawa, ON K1A 0W9 Anita Ploj, Senior Corporate Advisor Email: anita.ploj@cihr-irsc.gc.ca	CANADA FOUNDATION FOR INNOVATION 55 Metcalfe Street, Suite 1100 Ottawa, ON K1P 6L5 Isabelle Henrie, Vice President Tel: 613-943-1123 Email: isabelle.henrie@innovation.ca

MCKENZIE LAKE LAWYERS 140 Fullarton Street Suite 1800 London, ON N6A 5P2 Michael J. Peerless Tel: 519-667-2644 Email: mike.peerless@mckenzielake.com Emily Assini Tel: 519-672-5666 Ext. 7359 Email: emily.assini@mckenzielake.com Class Counsel for Representative Plaintiff	NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suit 3000 Toronto, ON M5K 1E7 Evan Cobb Tel: 416-216-1929 Email: evan.cobb@nortonrosefulbright.com Lawyer for Ernst & Young Inc. in its capacity as Monitor of Bondfield Construction Company Limited
ALLAN SNELLING LLP 340 March Road, Suite 600 Ottawa, ON K2K 2E4 David Contant Tel: 613-270-8600 Email: dcontant@compellingcounsel.com Lawyer for Cy Rheault Construction Limited	HUGH CONNELLY LAW 92 CentrepoinTE Drive Nepean, ON K2G 6B1 Hugh Connelly Tel: 613-723-7007 Email: info@hughconnellylaw.com Lawyer for Lindsay Lotan
HAMEED LAW 43 Florence Street Ottawa, ON K2P 0W6 Yavar Hameed Tel: 613-232-2688 Email: yhameed@hameedlaw.ca Lawyer for Issyakha Camara	DEVRY SMITH FRANK LLP 95 Barber Greene Road, Suite 100 Toronto, ON M5C 3E9 David Schell Tel: 416-446-5096 Email: david.schell@devrylaw.ca Lawyer for Zhiju Zhu

DIAMOND AND DIAMOND LAWYERS 255 Consumers Road, 5th Floor Toronto, ON M2J 1R4 Simon Diamond Tel: 1-800-567-4878 Ext. 207 Email: simon@diamondlaw.ca Lawyer for Petra Spencer	LAMER STICKLAND LLP 101 Worthington Street East North Bay, ON P1B 8G6 Geoffrey Larmer Tel: 705-478-8100 Email: larmer@larmerstickland.com Lawyer for Nina Kucheran and Mary-Catherine Kucheran
CITY OF GREATER SUDBURY P.O. Box 5000, Station ‘A’ 200 Brady Street Sudbury, ON P3A 5P3 Carolyn A. Dawe, Assistant City Solicitor Tel: 705-674-4455 Ext. 4545 Email: carolyn.dawe@greatersudbury.ca	MARSH CANADA LIMITED 120 Bremner Boulevard, Suite 800 Toronto, ON M5J 0A8 Murray Davidson, Senior Vice-President Tel: 416-349-4354 Email: murray.s.davidson@marsh.com
MARKEL CANADA LIMITED 200 Wellington Street West, Suite 400 Toronto, ON M5V 3C7 Maeve O’Malley, Senior Claims Specialist Tel: 416-601-2477 Email: maeve.omalley@markel.com	DOOLEY LUCENTI LLP 10 Checkley Street Barrie, ON L4N 1W1 Scott R. Fairley Tel: 705-792-7963 Email: sfairley@dllaw.ca Lawyer for Cladco Limited

GOODMANS LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Gale Rubenstein Tel: 416-597-4148 Email: grubenstein@goodmans.ca Bradley Wiffen Tel: 416-597-4208 Email: bwiffen@goodmans.ca Michael Wilson Tel: 416-597-4130 Email: mwilson@goodmans.ca Lawyers for Financial Services Regulatory Authority	MCKENZIE LAKE LAWYERS LLP 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 Michael J. Peerless Tel: 519-667-2644 Email: mike.peerless@mckenzielake.com Matthew D. Baer Tel: 519-667-2646 Email: matt.baer@mckenzielake.com Emily Assini Tel: 519-672-5666 Email: emily.assini@mckenzielake.com Lawyers for Sarah Connell
ATTORNEY GENERAL FOR ONTARIO Crown Law Office - Civil 720 Bay Street, 8th Floor Toronto, ON M7A 2S9 Shahana Kar Tel: 416-571-2100 Email: shahana.kar@ontario.ca Jonathan Sydor Tel: 416-689-8279 Email: jonathan.sydor@ontario.ca Lawyer for Her Majesty the Queen in Right of Ontario	FRED TAYAR & ASSOCIATES PROFESSIONAL CORPORATION 65 Queen Street West Suite 1200 Toronto, ON M5H 2M5 Fred Tayar Tel: 416-363-1800 Email: fred@fredtayar.com Lawyers for Canadian Universities Reciprocal Insurance Exchange (CURIE)

CANADIAN ASSOCIATION OF UNIVERSITY TEACHERS 2705, promenade Queensview Drive Ottawa, ON K2B 8K2 Sarah Godwin Tel: 613-820-2270 Email: godwin@caut.ca	THORNELOE UNIVERSITY 935 Ramsey Lake Road Sudbury, ON P3E 2C6 Tel: (705) 673-1730 Dr. John Gibaut, President Email: president@thorneloe.ca
GOWLING WLG (CANADA) LLP 1 First Canadian Place 100 King Street West, Suite 1600 Toronto, ON M5X 1G5 Virginie Gauthier Tel: 416-844-5391 Email: virginie.gauthier@gowlingwlg.com Thomas Gertner Tel: 416-369-4618 Email: thomas.gertner@gowlingwlg.com Lawyers for Lakehead University	XEROX CANADA LTD. 20 York Mills Road, Suite 500 Toronto, ON M2P 2C2 Stephanie Grace, Senior Legal Counsel Tel: 416-250-3917 Email: stephanie.grace@xerox.com
POWER LAW LLP 130 Albert Street, #1103 Ottawa, ON K1P 5G4 Francis Poulin Tel: 613-702-5569 Email: fpoulin@powerlaw.ca Charlotte Servant-L'Heureux Tel: N/A Email: cservantlheureux@powerlaw.ca Lawyers for the Assemblée de la francophonie de l'Ontario	AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Steven L. Graff Tel: 416-865-7726 Email: sgraff@airdberlis.com Jonathan Yantzi Tel: 416-865-4733 Email: jyantzi@airdberlis.com Lawyers for the David Harquail and the Harquail family, The Goodman Family Foundation, Rob McEwen and The Bharti Charitable Foundation

FARBER GROUP INC. 150 York Street, Suite 1600 Toronto, ON M5H 3S5 Allan Nackan Tel: 416-496-3732 Email: anackan@farbergroup.com Hylton Levy Tel: 416-496-3070 Email: hlevy@farbergroup.com Financial advisors for Thorneloe University	WEISZ FELL KOUR LLP 100 King Street West, Suite 5600 Toronto, ON M5X 1C9 Pat Corney Tel: 416-613-8287 Email: pcorney@wfkclaw.ca Lawyer for Weeneebayko Area Health Authority
UNITED STEELWORKERS Canadian National Office, Legal Department 234 Eglinton Avenue East, Suite 800 Toronto, ON M4P 1K7 Shaheen Hirani Tel: 416-544-5987 Email: shirani@usw.ca Lawyers for the Respondent, United Steel, Paper and Forestry, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers)	OSLER, HOSKIN & HARCOURT LLP 1000 De La Gauchetière Street West, Suite 2100 Montréal, QC H3B 4W5 Julien Morissette Tel: 514-904-5818 Email: jmorissette@osler.com Lawyer for Canadian Research Knowledge Network
William Edward Oxley Tel: 249-878-3901 Email: bill.oxley1975@gmail.com 13 Levack Drive, Box 65 Levack, Ontario P0M 2C0 Self-represented person	MBC LAW PROFESSIONAL CORPORATION 265 Carling Avenue, Suite 500 Ottawa, ON K1S 2E1 James Alden Christian Tel: 613-564-3005 Email: achristian@mbclaw.ca Lawyer for CY Rheault Construction Ltd.

CONWAY BAXTER WILSON LLP 401-411 Roosevelt Avenue Ottawa, ON K2A 3X9 David Taylor Tel: 613-691-0368 Email: dtaylor@conwaylitigation.ca M. Alyssa Holland Tel: 613-691-0373 Email: aholland@conwaylitigation.ca Counsel for the Speaker of the Legislative Assembly of Ontario	ATTORNEY GENERAL OF CANADA Ontario Regional Office National Litigation Sector 120 Adelaide Street West, Suite #400 Toronto, ON M5H 1T1 Eric Peterson Tel: 647-256-7550 Email: eric.peterson@justice.gc.ca Mark Taggart Email: mark.taggart@canada.ca Shaun Harrington Email: shaun.harrington@canada.ca Lawyers for the Natural Sciences and Engineering Research Council of Canada and the Social Sciences and Humanities Research Council
LEVITT SHEIKH LLP 130 Adelaide St West Suite 801 Toronto, ON M5H 3P5 Kathryn Marshall Tel: 416-597-7887 Email: kmarshall@levittllp.com Lawyer for Shelley Watson	LOUIS PAGNUTTI Email: lou@pagnutti.ca Chief Redevelopment Officer

STOCKWOODS LLP

Toronto-Dominion Centre
TD North Tower, Box 140
77 King Street West, Suite 4130
Toronto, ON M5K 1H1

Brian Gover

Tel: 416-593-2489
Email: briang@stockwoods.ca

Fredrick R. Schumann

Tel: 416-593-2490
Email: fredricks@stockwoods.ca

Regulatory Counsel to the Applicant

TEPLITSKY, COLSON LLP

70 Bond Street, Suite 200
Toronto, ON M5B 1X3

James M. Wortzman

Tel: 416-865-5315
Email: jwortzman@teplitskycolson.com

Lawyer for Michael Atkins

E-Service List

djmiller@tgf.ca; mgrossell@tgf.ca; धारलंद@tgf.ca; ahanrahan@tgf.ca;
sharon.s.hamilton@ca.ey.com; michael.nathaniel@ca.ey.com; posborne@litigate.com;
dsalter@litigate.com; ataylor@stikeman.com; lpillon@stikeman.com; bmuller@stikeman.com;
michael-kennedy@hicksmorley.com; nmacparland@dwpv.com; nrenner@dwpv.com;
pamela.huff@blakes.com; aryo.shalviri@blakes.com; sbrotman@fasken.com;
dchochla@fasken.com; mstephenson@fasken.com; george@chaitons.com; gary@chaitons.com;
dwright@rwbh.ca; sphilpott@goldblattpartners.com; csinclair@goldblattpartners.com;
thenry@wrighthenry.ca; diane.winters@justice.gc.ca; mkaplan@foglers.com;
vdare@foglers.com; jfried@foglers.com; richard.u.dupuis@desjardins.com;
gregory_segal@dell.com; jbellissimo@cassels.com; jblackburn@cassels.com;
wonyeauju@cassels.com; NX_Mykytczuk@laurentian.ca; dmorrison@cemi.ca;
jcorsi@jcorsi.com; jlucato@fmcl.ca; georgecaufin@accelectric.com;
dpresta@bianchipresta.com; pariselaw@unitz.ca; spisani@bellnet.ca;
aryn.azzopardi@ontario.ca; barry.stork@clydeco.ca; roderic.mclauchlan@clydeco.com;
carolyn.dawe@greatersudbury.ca; mike.peerless@mckenzielake.com;
emily.assini@mckenzielake.com; info@hughconnellylaw.com; yhameed@hameedlaw.ca;
simon@diamonddlaw.ca; murray.s.davidson@marsh.com; maeve.omalley@markel.com;
evan.cobb@nortonrosefulbright.com; mwright@wrighthenry.ca; bscott@wrighthenry.ca;
amacfarlane@blg.com; lwakulowsky@blg.com; sfairley@dllaw.ca;
michelle.pottruff@ontario.ca; mmartin@cupe.ca; grubenstein@goodmans.ca;
bwiffen@goodmans.ca; mwilson@goodmans.ca; dcontant@compellingcounsel.com;
david.schell@devrylaw.ca; shahana.kar@ontario.ca; customerservice@lenovofs.ca;
tushara.weerasooriya@mcmillan.ca; stephen.brown-okruhlik@mcmillan.ca; dwilk@zayo.com;
mgold@kmlaw.ca; jharnum@kmlaw.ca; cristina.cataldo@blakes.com;
anthony.golding@ontario.ca; larmer@larmerstickland.com; aclaude@sheppardclaudelaw.ca;
president@thorneloe.ca; kenneth.kraft@dentons.com; daniel.loberto@dentons.com;
linda.chen@ipc.on.ca; isabelle.henrie@innovation.ca; wael.rostom@mcmillan.ca;
peter.giddens@mcmillan.ca; guneev.bhinder@mcmillan.ca; ahatnay@kmlaw.ca;
sedmonds@kmlaw.ca; jmaclellan@blg.com; mike.peerless@mckenzielake.com;
matt.baer@mckenzielake.com; emily.assini@mckenzielake.com;
cgodkewitsch@goldblattpartners.com; jonathan.sydor@ontario.ca;
kennethlarocque@hotmail.com; mbaker@bakerlawyers.com; aluzhetsky@bakerlawyers.com;
anita.ploj@cihr-irsc.gc.ca; godwin@caut.ca; nlevine@cassels.com;
virginie.gauthier@gowlingwlg.com; thomas.gertner@gowlingwlg.com;
rmoses@mindengross.com; stephanie.grace@xerox.com; fpoulin@powerlaw.ca;
cservantlheureux@powerlaw.ca; dstampley@wrighthenry.ca; sgraff@airdberlis.com;
jyantzi@airdberlis.com; anackan@farberggroup.com; hlevy@farberggroup.com;
pcorney@wfkaw.ca; shirani@usw.ca; zsmith@stikeman.com; cchien@blg.com;
jmorissette@osler.com; bill.oxley1975@gmail.com; dviokaris@kmlaw.ca;
achristian@mbclaw.ca; Clarence.Virtue@snolab.ca; eric.peterson@justice.gc.ca;
mark.taggart@canada.ca; shaun.harrington@canada.ca; lou@pagnutti.ca;
briang@stockwoods.ca; fredricks@stockwoods.ca; fred@fredtayar.com;
mark.mandelker@clydeco.ca; dtaylor@conwaylitigation.ca; aholland@conwaylitigation.ca;
kmarshall@levittllp.com; jwortzman@teplitskycolson.com

**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

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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

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

**NOTICE OF MOTION OF UNIVERSITÉ DE SUDBURY
(An interested Party)**

The University of Sudbury will make a motion to Chief Justice Morawetz of the Ontario Superior Court of Justice on April 8, 2022, via Zoom videoconference.

PROPOSED METHOD OF HEARING: this motion is to be heard via Zoom videoconference, the details of which will be circulated to the Service List upon receipt from the Court by the moving party, Barbara Robinson.

THE MOTION IS FOR:

1. An Order to lift the stay of proceedings pursuant to rule 5.03 of the *Rules of Civil Procedure*, R.R.O. 1990 Reg. 194, to either crossclaim against Laurentian University of Sudbury ("LU") if the Court orders that LU be added as a defendant in the Robinson vs Université de Sudbury litigation, or to add LU as a third party should the Court not order that LU be added as a defendant;

2. In the alternative, an order requiring that LU engage in (i) full documentary production and (ii) examinations for discovery all in respect of Ms. Robinson's claim for sexual assault, as if a defendant or third party to the main action;
3. An Order for abridging the time for service, and validating service of the herein Notice of Motion, such that this motion is properly returnable on April 8, 2022; and
4. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THIS MOTION ARE:

5. Barbara Robinson ("**Ms. Robinson**") is a creditor participating in the claims process established by the Amended and Restated Claims Process Order dated May 31, 2021 ("**CCAA proceeding**").
6. Ms. Robinson filed a Proof of Claim against LU in the amount of CAD \$5 million, on grounds of vicarious liability arising from historical sexual abuse. At all material times, Ms. Robinson was a student duly enrolled by LU.
7. Ms. Robinson has alleged that the late Professor John Sahadat, though employed by Université de Sudbury, was duly authorized, appointed, and/or empowered by Laurentian University of Sudbury ("**LU**") to occupy a position of trust and authority with respect to students enrolled by LU, including Barbara Robinson. It is further alleged that but for this position of trust and authority, Barbara Robinson would not have sustained the damages claimed.

8. The Claim was disallowed on or about February 1, 2022. The matter was subsequently referred for determination to the Honourable Justice Cunningham, a Claims Officer appointed pursuant to paragraph 36 of the Amended and Restated Claims Process Order.
9. On or about March 14, 2022, Ms. Robinson commenced an action against Université de Sudbury, to which Laurentian University (“LU”) is a proper party within the meaning of Rule 5.03 of the *Rules of Civil Procedure*. LU’s presence is necessary to enable the court to adjudicate effectively and completely on the issues in that proceeding, including but not limited to the issues of vicarious liability and just apportionment of liability for the damages claimed herein.
10. Université de Sudbury takes the position that sexual assault claims are not the proper subject of compromises or arrangements pursuant to subsection 19(2)(b)(i) of the CCAA, and therefore, Ms. Robinson’s claim is not properly dealt with in the current proceedings by virtue of the type of claim being exempted from insolvency resolutions.
11. Further, Université de Sudbury takes the position that in cases of vicarious liability for sexual assault, such as the case at bar, there may be co-defendants who will have provable claims against the debtor company in vicarious liability, but who require the procedures afforded by a civil action to determine and value the claim and the debtor companies’ contribution. As such, an unliquidated claim arising from alleged historical sexual abuse is best adjudicated before the ordinary civil court.
12. Lastly, Université de Sudbury will suffer grave prejudice if LU remains a non-party in the main action. Université de Sudbury may unfairly be held liable for the negligent acts of LU

and may bear 100 per cent of the plaintiff's damages, which would be inconsistent with the purpose of the *Negligence Act*, R.S.O. 1990, c. N.1.

13. The rights and interests of Université de Sudbury would likely be affected by any order issued within the CCAA process in relation to Ms. Robinson's claim and, as such, it has an interest in these proceedings.

14. Rules 1.04, 1.05, 203, 3.02, 5.03, 16, and 37, *Rules of Civil Procedure*, R.R.O. 1990 Reg. 194,

15. S. 19(1), s. 19(2), s. 20, *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36

16. S. 178, *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3

17. Rules 1-5, *Negligence Act*, R.S.O. 1990, c. N.1

18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING EVIDENCE WILL BE USED ON THE HEREIN MOTION:

19. Affidavit of Andréa Baldy, sworn April 5, 2022;

20. Such further and other evidence as counsel may advise and this Honourable Court may permit.

April 5, 2022

CAZA SAIKALEY S.R.L./LLP
Lawyers | Avocats
350-220 Avenue Laurier West
Ottawa, ON K1P 5Z9

Ronald F. Caza (LSO# 29207T)
rcaza@plaideurs.ca
Andréa Baldy (LSO# 71863B)
abaldy@plaideurs.ca

Tel: 613-565-2292
Fax: 613-565-2087

Lawyers for Université de Sudbury

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

CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEDURE COMMENCED IN TORONTO
(COMMERCIAL LIST)

NOTICE OF MOTION OF UNIVERSITÉ DE SUDBURY

CAZA SAIKALEY S.R.L./LLP
Lawyers | Avocats
350-220 Avenue Laurier West
Ottawa, ON K1P 5Z9

Ronald F. Caza (LSO # 292071)
rcaza@plaideurs.ca
Andréa Baldy (LSO # 71863B)
abaldy@plaideurs.ca

Tel.: 613-565-2292

Lawyers for l'Université de Sudbury

**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

**AFFIDAVIT OF ANDRÉA BALDY
(Sworn April 5, 2022)**

I, Andréa Baldy, of the City of Gatineau, in the Province of Québec, **MAKE OATH AND SAY
AS FOLLOWS:**

1. I am a lawyer at Caza Saikaley LLP, lawyers for the defendant Université de Sudbury in a civil action bearing Court File No. CV-22-00078337. 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. Ms. Robinson is a creditor of Laurentian University of Sudbury ("**LU**") participating in the claims process established by the Amended and Restated Claims Process Order dated May 31, 2021 ("**CCAA proceeding**"). A copy of the Order is attached hereto as **Exhibit "A"**.
3. According to the Amended and Restated Claims Process Order dated May 31, 2021 ("the **Order**"), the Pre-Filing Claims Bar Date is on July 30, 2021. Paragraph 32 of the Order states that:

“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.”

4. I am advised by André Claude, counsel for Université de Sudbury in the CCAA proceeding, and verily believe that Université de Sudbury filed a Proof of Claim on or before the Claims Bar Date.
5. On February 1, 2022, the Monitor issued a Notice of Revision or Disallowance disallowing the Claim in full. Ms. Robinson delivered a Dispute Notice on February 11, 2022 and the Claim was subsequently referred for determination to the Honourable J. Cunningham, a Claims Officer appointed in accordance with the Order.
6. I am advised by Mr. Zaltz, counsel for Ms. Robinson, and verily believe that, in accordance with J. Cunningham’s direction, the parties submitted legal briefs on a threshold legal issue: whether LU could be found vicariously liable for the alleged tortious acts of Professor Sahadat as set out in the Claim. The determination of this threshold issue is on hold pending determination of the Lift Stay Motion brought by Ms. Robinson.
7. In the meantime, on March 14, 2022, Barbara Jean Robinson commenced an action against Université de Sudbury bearing Court File No. CV-22-00078337. The Statement of Claim was served shortly thereafter, and Caza Saikaley LLP was retained to defend the claim. A copy of the Statement of Claim is attached hereto as **Exhibit “B”**.
8. At all material times, University of Sudbury was federated with LU. A copy of the federation agreement is attached hereto as **Exhibit “C”**.

9. I am advised by André Claude, counsel for Université de Sudbury in the CCAA proceeding, and verily believe that Ms. Robinson had advised LU of a potential claim for sexual assault prior to the commencement of CCAA claims process.
10. I am further advised by André Claude and verily believe that Ms. Robinson did not advise University of Sudbury, at any time, of any such potential claim or allegations of sexual assault. Consequently, Université de Sudbury only became aware of these allegations when served with the Statement of Claim on March 14, 2022.
11. On March 16, 2022, counsel for Barbara Jean Robinson served a motion seeking to lift the stay of proceedings contained in the Amended and Restated Initial Order dated February 11, 2021, to move under Rule 5.03 of the *Rules of Civil Procedure*, RRO 1990 Reg. 194 to join Laurentian University of Sudbury as a proper defendant in the civil action (“**the Lift Stay Motion**”), a copy of which was forwarded to Caza Saikaley LLP.
12. On March 31, 2022, Mr. Ronald Caza, partner at Caza Saikaley LLP, wrote a letter to counsel for the Monitor (Stikeman Elliott LLP), counsel for Laurentian University of Sudbury (Thornton Grout Finnigan LLP), and counsel for Ms. Robinson (Preszler Injury Lawyers), to advise that Université de Sudbury was not opposed to the lifting of the stay of proceeding.
13. A copy of the draft Mise en cause (Third Party Claim), prepared in French, which Université de Sudbury intends to bring against Laurentian University of Sudbury is attached hereto as **Exhibit “D”**.

14. This Affidavit is made in support of the Lift Stay Motion and for no other or improper purpose.

SWORN remotely via videoconference, by Andr  a Baldy, stated as being located in the City of Gatineau, in the Province of Quebec, before me at the City of Ottawa, in Province of Ontario, this 5th day of April, 2022, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely



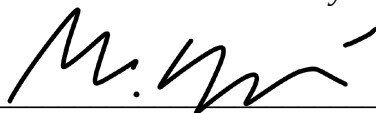
Commissioner for Taking Affidavits, etc.

Michel Doucet,
a Commissioner, etc.
Province of Ontario,
for Caza Saikaley s.r.l.\LLP,
Barristers and Solicitors.
Expires November 3, 2023.



ANDR  A BALDY

This is **Exhibit « A »** to the Affidavit of Andréa Baldy, sworn remotely by Andréa Baldy, stated as being located in Gatineau, Province of Quebec, before me in the City of Wendover, in the Province of Ontario, on April 5th, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

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

A Commissioner of Oaths, etc.

Michel Doucet,
a Commissioner, etc.
Province of Ontario,
for Caza Saikaley s.r.l.\LLP,
Barristers and Solicitors.
Expires November 3, 2023.

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)

Email: mgrossell@tgf.ca

Andrew Haanrahan (LSO# 78003K)

Email: ahanrahan@tgf.ca

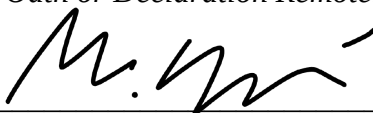
Derek Harland (LSO# 79504N)

Email: dharland@tgf.ca

Tel: 416-304-1616

Lawyers for the Applicant

This is **Exhibit « B »** to the Affidavit of Andréa Baldy, sworn remotely by Andréa Baldy, stated as being located in Gatineau, Province of Quebec, before me in the City of Wendover, in the Province of Ontario, on April 5th, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



A Commissioner of Oaths, etc.

Michel Doucet,
a Commissioner, etc.
Province of Ontario,
for Caza Saikaley s.r.l.\LLP,
Barristers and Solicitors.
Expires November 3, 2023.



Electronically issued
Délivré par voie électronique : 14-Mar-2022
Hamilton

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Barbara Jean Robinson

Plaintiff

and

University of Sudbury

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$600,000.00 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding

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dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$500.00 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of
court office: Superior Court of Justice - Civil
45 Main Street East
Hamilton, Ontario L8N 2B7

TO: University of Sudbury
935 Ramsey Lake Road
Sudbury, Ontario P3E 2C6

CLAIM

1. The Plaintiff, Barbara Jean Robinson, claims as against the Defendant:
 - (a) damages in the amount of FIVE MILLION DOLLARS (\$5,000,000.00);
 - (b) pre-judgment and post-judgment interest pursuant to Sections 128 and 129 of the *Courts of Justice Act*;
 - (c) her costs of this action on a substantial indemnity basis plus HST; and,
 - (d) such further and other relief as this Honourable Court may deem just.

PARTIES

2. The Plaintiff, Barbara Jean Robinson, (hereinafter “Robinson”), was born on July 8, 1952, and resides in the Village of Cayuga, in the Province of Ontario, at all material times went by Barbara Jean Lambert and was an undergraduate student duly enrolled by the non-party, Laurentian University of Sudbury (hereinafter “LU”), located at 935 Ramsey Lake Road, in the City of Sudbury, in the Province of Ontario (hereinafter “the Premises”), and as such was owed a duty of care.

3. The Defendant, University of Sudbury, (hereinafter “US”), is a corporation duly incorporated located by Chapter 131 of the Statutes of Ontario, 1914, as amended by Chapter 103 of the Statutes of Ontario, 1928, Chapter 160 of the Statutes of Ontario, 1957, and Chapter 173 of the Statutes of Ontario, 1960, federated at all material times with the non-party, LU, pursuant to the terms of *The Laurentian University of Sudbury Act* SO 1960, c. 151, as amended.

At all material times, the Defendant, US, was the employer of the non-party, Professor John Sahadat (hereinafter “Sahadat”).

THE PLAINTIFF’S ALLEGATIONS

4. The Defendant, US, through its professors, was granted responsibility, duly authorized, and empowered by the non-party, LU, to carry out LU’s purposes and responsibilities with respect to students enrolled by LU.

5. The Defendant, US, through its professors, including Sahadat, offered education to students enrolled by the non-party, LU, which included the Plaintiff, Robinson.

6. The Plaintiff, Robinson, was at all material times duly enrolled as an undergraduate student by the non-party, LU, whereby Sahadat, as a professor employed by the Defendant, US, was entrusted by US and by the non-party, LU, to occupy a position position of trust and authority with respect to students enrolled by the non-party, LU, including the Plaintiff, Robinson.

7. The Defendant, US, at all material times, was jointly responsible with the non-party, LU, for the supervision and management of the professors employed to carry out its purposes, including the non-party, Sahadat, and owed a duty of care to students enrolled by the non-party, LU, with respect to whom the professors in its employ would occupy positions of trust and authority, including the Plaintiff, Robinson.

8. The Plaintiff, Robinson, alleges that she was a student of Sahadat while duly enrolled as an undergraduate by the non-party, LU, in or about 1979.

9. The relationship of proximity between the Plaintiff, Robinson, and Sahadat arose from Sahadat's employment as a professor by the Defendant, US, pursuant to which he was entrusted by the non-party, LU to teach, counsel, mentor, and to otherwise advance the education of students duly enrolled by LU, including the Plaintiff, Robinson.

10. The Plaintiff, Robinson, alleges that Sahadat used his employment as a professor by the Defendant, US, in which capacity he was entrusted both by US and the non-party, LU, to occupy a position of trust and authority with respect to students duly enrolled by the non-party, LU, in order to develop a personal and improper relationship with the Plaintiff, Robinson, under the guise of this position of trust and authority.

11. The relationship that Sahadat developed with the Plaintiff, Robinson, under the guise of the above-described position of trust and authority, allowed Sahadat an opportunity to be alone with the Plaintiff, Robinson, and to exert undue influence and control over her, and to prey upon her by sexually abusing her.

12. The Plaintiff, Robinson, alleges that in or about 1979, when the Plaintiff, Robinson, was approximately 26 years of age, Sahadat sexually abused, assaulted, and molested the Plaintiff, Robinson. The Plaintiff, Robinson, alleges that she became pregnant as a result of being sexually assaulted by Sahadat, and subsequently suffered a miscarriage and/or spontaneous abortion. The particulars of the alleged sexual abuse include, but are not limited to the following:

- (a) he fondled the clothed body of the Plaintiff, Robinson, including not limited to her breasts, vagina, and buttocks;

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- (b) he fondled the naked body of the Plaintiff, Robinson, including but not limited to her breasts, vagina, and buttocks;
- (c) he kissed the Plaintiff, Robinson;
- (d) he exposed his penis to the Plaintiff, Robinson;
- (e) he forced the Plaintiff, Robinson, to engage in sexual intercourse; and,
- (f) he engaged in other sexual activities with the Plaintiff, Robinson.

13. The Plaintiff, Robinson, alleges that in order to facilitate the alleged sexual abuse particularized above, Sahadat engaged in a pattern of behaviour, related to and inextricable from the position of trust and authority provided to him by the Defendant, US and the non-party, LU, which was intended to foster a relationship of dependency under the circumstances of which the Plaintiff, Robinson, could be subjected to the alleged sexual abuse, and coerced not to report or otherwise reveal it.

14. The Plaintiff, Robinson, alleges that Sahadat had fiduciary duties towards her, arising from the educational and ethical responsibilities inherent in the relationship between professors and students. The Defendant, US, and the non-party, LU, jointly and severally empowered Sahadat with the fiduciary position of trust and authority that he occupied in relation to the Plaintiff, Robinson. Sahadat exploited the power which he held over the Plaintiff, Robinson, as a result of his employment as a professor by the Defendant, US, duly authorized by the non-party, LU, to carry out his responsibilities with respect to duly enrolled students of LU.

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15. The Plaintiff, Robinson, alleges that the Defendant, US, is vicariously liable for the breach of fiduciary duty by Sahadat, and the acts of Sahadat. The Defendant, US, provided Sahadat with the opportunity and means to come into contact with the Plaintiff, Robinson, but for which he would not have committed the wrongful acts alleged herein. It fostered the relationship between Sahadat and the Plaintiff, Robinson; it empowered Sahadat in occupying his position of trust and authority; and/or it provided him with direction and control of classes and/or programs inside the geographical boundaries of the non-party, LU, which further added to his position of power over the Plaintiff, Robinson.

16. The Plaintiff, Robinson, alleges that at all material times Sahadat was acting in the course of his duties as a professor employed by the Defendant, US, and was using the rules, principles, and policies of US and of the non-party, LU, to engage in tortious acts causing harm to the Plaintiff, Robinson.

17. The Plaintiff, Robinson, pleads that the rules, principles, and policies of the Defendant, US, and the non-party, LU, created an opportunity for Sahadat to exert and exploit the power of the position of trust and authority he occupied, with respect to the Plaintiff, Robinson. This power allowed Sahadat to engage in the tortious acts alleged herein and to continue to engage in same without risk of getting caught, and heightened the risk of the Plaintiff, Robinson, being continually abused and exploited by Sahadat.

18. The Plaintiff, Robinson, pleads that Sahadat was, as a result of the position he occupied with respect to the Defendant, US, and the non-party, LU, allowed to use the Premises owned by US and/or LU, where the tortious acts alleged herein occurred.

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19. The Plaintiff, Robinson, trusted Sahadat as a result of his position and status as a professor. The Plaintiff, Robinson, was dependent upon Sahadat for education and was vulnerable to any abuse, influence and/or wrongful exercises of Sahadat's power.

20. The Plaintiff, Robinson, alleges that the Defendant, US, was negligent and failed in its duty to the Plaintiff, Robinson, the particulars of which are set out below:

- (a) it failed to properly supervise its employee, Sahadat;
- (b) it failed to instruct its employees about the professional and ethical impropriety of sexual advances towards students and/or other young people;
- (c) it failed to educate students and/or staff about the possibility of the foregoing;
- (d) it failed to properly investigate Sahadat's background, character and psychological state prior to employing him as a professor;
- (e) it failed to maintain adequate documentation of Sahadat's misconduct as a professor and employee;
- (f) it failed to warn Sahadat's immediate supervisors, principles, colleagues, students and others who may come into contact with Sahadat, of his misconduct as a professor;
- (g) it failed to have any, or a proper system of self-reporting, other-reporting or counselling in place for professors who engage in sexual misconduct;

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- (h) it fostered a system, based on rules, principles, and policies, and, in particular, the belief that students attend schools to experience education including instruction and to see values held, modelled, expressed and taught by professors, whereby the reporting of deviant sexual behaviour of a professor by his students would be considered to be “wrong”;
- (i) it denied the existence, or alternatively, was wilfully blind to the existence of the behaviour described herein;
- (j) it implemented and maintained a system which was designed to cover-up the existence of such behaviour if such behaviour was ever reported;
- (k) it failed to protect the Plaintiff, Robinson, from Sahadat when it knew, or ought to have known, that she was vulnerable to the attentions, influence and authority of Sahadat;
- (l) it failed to properly supervise, control, and give guidance to its employees, particularly, Sahadat;
- (m) it failed to screen and/or monitor the character and sexual activity of employees, particularly, Sahadat;
- (n) it failed to warn the Plaintiff, Robinson, and others of the propensities of Sahadat;
- (o) it failed to protect the Plaintiff, Robinson;

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(p) it failed to take steps to investigate the activities of Sahadat, once it was fully aware of his misconduct, in an effort to locate and assist any victims including the Plaintiff, Robinson; and,

(q) it failed to adequately counsel and assist the Plaintiff, Robinson, once it knew of Sahadat's behaviours.

21. The Plaintiff, Robinson, alleges that in addition to, and in the alternative to the above, the Plaintiff, Robinson, alleges that the Defendant, US and/or the non-party LU, knew or ought to have known that Sahadat had the propensity to engage in the tortious conduct herein alleged.

22. The Plaintiff, Robinson, alleges that the Defendant, US and/or the non-party, LU, owed a relational duty to the Plaintiff, Robinson, to counsel and render assistance to the Plaintiff, Robinson, once it and/or they became aware of the alleged tortious conduct of Sahadat.

23. The Plaintiff, Robinson, alleges that the relationship between her and Sahadat commenced when the Plaintiff, Robinson, was a student, and as such, Sahadat and the Defendant, US, and/or the non-party, LU, owed the Plaintiff, Robinson, a high duty/standard of care, and in particular, a duty to protect her from harm by its professors and specifically from sexual abuse.

24. The Plaintiff, Robinson, alleges that the Defendant, US, and the non-party, LU, controlled the formulation of policies and procedures which US and its professors were bound to follow, the formulation of policies and procedures for education, and the formulation of policies and procedures for the moving and assigning of professors employed by the Defendant, US to the

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non-party, LU . Such powers affected the practical interests of the Plaintiff, Robinson, who was vulnerable to the influence of such power and depended upon the Defendant, US and the non-party LU for her education. As a result of this relationship, the Defendant, US and/or the non-party, LU, owed the Plaintiff, Robinson, a fiduciary duty with respect to her security, safety, and freedom from harm caused by its and/or their employees.

25. The Plaintiff, Robinson, alleges that the Defendant, US, for the aforementioned reasons, failed in its duty of care to the Plaintiff, Robinson, and was thereby negligent. The aforementioned behaviours of the Defendant, US, also constitute a breach of the fiduciary duty which the Defendant, US, owed to the Plaintiff, Robinson.

DAMAGES

26. The Plaintiff, Robinson, alleges that as a result of tortious acts plead herein, she has suffered damages and losses the particulars of which include the following:

- (a) physical pain;
- (b) mental anguish;
- (c) nervous shock, humiliation, degradation;
- (d) shame, guilt, low self-esteem and feelings of worthlessness;
- (e) depression;
- (f) loss of enjoyment of life;

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- (g) loss of feeling safe;
- (h) impairment of her ability and opportunity to experience a normal adolescence and adulthood;
- (i) impairment of her ability and opportunity to obtain and complete an education appropriate to her abilities/aptitude;
- (j) impairment of her ability to earn an income and support herself and time off work due to emotional trauma; and,
- (k) impairment of her physical health, mental health and emotional well being.

27. The Plaintiff, Robinson, alleges that she has suffered, and continues to suffer physical, emotional and mental pain and suffering and loss of enjoyment of life.

28. The Plaintiff, Robinson, alleges that she was so profoundly negatively affected by these behaviours and activities that she spent many of the formative years of her life struggling to deal with the physical, mental, psychological and emotional effects of these events. The Plaintiff, Robinson, has suffered the following:

- (a) impaired performance in employment;
- (b) inability to develop and engage in normal human relations, including trust issues and severe difficulty in establishing relationships of intimacy;
- (c) sexual problems;

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- (d) suicidal ideation, suicidal thoughts and attempts;
- (e) symptoms of post-traumatic stress disorder;
- (f) mistrust of authority figures;
- (g) feelings of self worthlessness, inadequacy and hopelessness;
- (h) impairment of her parenting abilities;
- (i) anxiety and panic;
- (j) anger;
- (k) sleep disturbance, including nightmares and “flashbacks”; and,
- (l) depression.

29. The Plaintiff, Robinson, alleges that she has been required to undergo medical treatment and psychological counselling and will continue to require same indefinitely throughout her lifetime.

30. The Plaintiff, Robinson, alleges that she has and will be put to expense for various out of pocket expenses, the particulars of which include, but are not limited to, travel expenses, senior care costs, expenses for prescription drugs, medical and psychological treatments and other healthcare costs.

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31. The Plaintiff, Robinson, alleges that she has suffered and will continue to suffer economic losses, including past income loss, future and ongoing income loss, and various other out-of-pocket expenses.

PUNITIVE DAMAGES

32. The Plaintiff, Robinson, alleges that the conduct of Sahadat described herein was harsh, high-handed, malicious and, as such, should be punished with aggravated and/or punitive damages, for which the Defendant, US and/or the non-party LU, are jointly, severally and vicariously liable.

33. The Plaintiff, Robinson, further alleges that the conduct of the Defendant, US, described herein was harsh, high-handed, malicious and, as such, should be punished with aggravated and/or punitive damages.

CAUSATION

34. The Plaintiff, Robinson, alleges that the damages referred to herein were directly caused by the acts, actions, inaction and/or behaviours of the Defendant, US.

DISCOVERABILITY

35. The Plaintiff, Robinson, pleads and relies upon the discoverability principle. The Plaintiff, Robinson, has only recently been able to face the effects of the tortious acts plead herein, and still to this day has not fully realized the extent of her victimization. In the alternative, the Plaintiff, Robinson, pleads and relies on section 16(1)(h) of the *Limitations Act* 2002, S.O. 2002 and therefore, there is no limitation period in claims grounded in sexual assault.

FRAUDULENT CONCEALMENT

36. The Plaintiff, Robinson, relies upon the doctrine of fraudulent concealment. The Plaintiff, Robinson, alleges that Sahadat, the Defendant, US, and/or the non-party, LU, were in a special relationship with each other, and given that relationship the sexual abuse perpetrated by Sahadat was unconscionable. The effect of Sahadat's behaviour concealed the wrongful nature of his actions and was calculated to make the Plaintiff, Robinson, feel as though Sahadat had committed no wrong. As a result of Sahadat's conduct, the Plaintiff, Robinson, blamed herself for the behaviours perpetrated by Sahadat. Sahadat's behaviour masked the wrongful nature of his conduct which has given rise to a concealment of the cause of action.

STATUTES RELIED UPON

37. The Plaintiff, Robinson, pleads and relies upon the provisions of the following statutes:

- (a) *Criminal Code of Canada*, R.S.C. 1985 c. C-46, as amended;
- (b) *Occupiers' Liability Act*, R.S.O. 1990, c. O.1, as amended;
- (c) *Negligence Act*, R.S.O. 1990, c. N.1 as amended;
- (d) *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 as amended;
- (e) *Health Insurance Act*, R.S.O. 1990, c. H.6 as amended;
- (f) *Excise Tax Act*, R.S.C. 1985, c. E.15 as amended;
- (g) *Companies' Creditors Arrangement Act*, R.S.O. 1985, c. C.36, as amended;

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- (h) *Victims Bill of Rights*, S.O. 1995, c. 6, as amended;
- (i) *Limitations Act 2002*, S.O. 2002, c. 24 Schedule B, as amended; and,
- (j) *Courts of Justice Act*, R.S.O. 1990, c. C.43 and the amendments made thereto.

JURISDICTION

38. The Plaintiff, Robinson, proposes that this action be tried in the City of Hamilton, in the Province of Ontario.

(Date of issue)

PRESZLER INJURY LAWYERS
151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO# 53820W
jpreszler@preszlerlaw.com
Tel: (416) 364-2000
Fax: (416) 364-7027

Lawyers for the Plaintiff

39 Barbara Jean Robinson
Plaintiff

-and- University of Sudbury
Defendant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

PRESZLER INJURY LAWYERS
151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO# 53820W
jpreszler@preszlerlaw.com
Tel: (416) 364-2000

Lawyers for the Plaintiff

RCP-F 4C (September 1, 2020)

This is **Exhibit « C »** to the Affidavit of Andréa Baldy, sworn remotely by Andréa Baldy, stated as being located in Gatineau, Province of Quebec, before me in the City of Wendover, in the Province of Ontario, on April 5th, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



A Commissioner of Oaths, etc.

Michel Doucet,
a Commissioner, etc.,
Province of Ontario,
for Caza Saikaley s.r.l.LLP,
Barristers and Solicitors.
Expires November 3, 2023.

DATED 10th SEPTEMBER 1960

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

THE UNIVERSITY OF SUDBURY

A G R E E M E N T

CASSELS, BROCK & KELLEY
255 Bay Street
Toronto 1 Ontario

THIS AGREEMENT made in quadruplicate this 10th day of September, A. D. 1960:

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY
hereinafter called "Laurentian University"

OF THE FIRST PART

- and -

THE UNIVERSITY OF SUDBURY
hereinafter called "Sudbury University"

OF THE SECOND PART

WHEREAS Sudbury University is a corporation incorporated by Chapter 131 of the Statutes of Ontario, 1914, as amended by Chapter 103 of the Statutes of Ontario, 1928, Chapter 160 of the Statutes of Ontario 1957 and Chapter 173 of the Statutes of Ontario, 1959;

AND WHEREAS Laurentian University was incorporated by the Laurentian University of Sudbury Act, 1960, being Chapter 151 of the Statutes of Ontario, 1960, pursuant to the petition of The University of Sudbury, The United Church of Canada and The Incorporated Synod of the Diocese of Algoma (Anglican) praying for the incorporation of Laurentian University as a non-denominational bilingual institution to provide facilities for instruction in all branches of higher learning;

AND WHEREAS Laurentian University is empowered by virtue of its said Act of Incorporation to admit into federation or affiliation with it other colleges or universities and to continue in Laurentian University, faculties, schools, institutions, departments and chairs already established in Sudbury

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University;

AND WHEREAS Sudbury University is desirous of entering into federation with Laurentian University in accordance with the provisions of the said Act of Incorporation of Laurentian University and upon the terms and conditions hereinafter set forth and Laurentian University has agreed to admit Sudbury University into federation with it in accordance with its said Act of Incorporation, and upon the terms and conditions hereinafter set forth;

WITNESSETH that pursuant to the said Act of Incorporation of Laurentian University and in consideration of the terms, covenants and agreements on the part of the parties hereto to be respectively observed, fulfilled and performed, the Parties hereto covenant and agree as follows:

1. Sudbury University is hereby and by virtue of the said Act of Incorporation of Laurentian University admitted into federation with Laurentian University.

2. While this agreement remains in force, Sudbury University shall suspend all its degree-conferring powers except the power to grant degrees in Theology.

3. Laurentian University agrees to continue all faculties, schools, institutes, departments and chairs now established in Sudbury University except those in Theology and Philosophy in accordance with the provisions of the Act of Incorporation of Laurentian University.

4. Laurentian University agrees that in continuing

H. B. King
W. A. King

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the faculties, schools, institutes, departments and chairs now established in Sudbury University, it will do so upon the basis of the Act of Incorporation of Laurentian University by virtue of which Laurentian University is a bi-lingual, non-denominational university and it will continue the system of bi-lingual instruction in the respective faculties, schools, institutes, departments and chairs heretofore followed in Sudbury University.

5. / All students, including those enrolled in federated universities or colleges who intend to proceed towards degrees or to obtain diplomas, certificates or other academic qualifications at Laurentian University shall register at Laurentian University and must comply with the requirements of Laurentian University for entry to and registration in Laurentian University and to become entitled to degrees, diplomas, certificates or other academic qualifications at Laurentian University must comply with all requirements of Laurentian University. In the case of students enrolled in federated universities or colleges, fees paid shall be apportioned between Laurentian University and such federated universities or colleges as may from time to time be agreed upon between the parties hereto provided however that the academic standing of all students now registered at Sudbury University who by virtue of the Act of Incorporation of Laurentian University and of this agreement, become registered as students of Laurentian University shall be accepted by Laurentian University upon the basis of their academic standing at Sudbury University, provided they comply with the requirements of Laurentian University

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in regard to registration and payment of fees.

6. Sudbury University shall have disciplinary jurisdiction over and entire responsibility for the conduct of its students in respect of all matters arising or occurring in or upon the buildings and grounds, including residences, occupied by Sudbury University but in all other cases Laurentian University shall have disciplinary jurisdiction over students registered in it.

7. Sudbury University hereby agrees to sell to Laurentian University its entire library and library equipment other than books and documents on theology and philosophy and Laurentian University agrees to purchase the same at a price to be agreed upon between the parties.

8. Sudbury University hereby agrees to sell to Laurentian University its entire laboratory equipment and supplies and Laurentian University agrees to purchase the same at a price to be agreed upon between the parties.

9. Laurentian University agrees to assume the contracts of employment entered into by Sudbury University with members of its teaching staff or to enter into new contracts of employment with such members in the Faculty of Arts and Sciences, the School of Business Administration, the School of Nursing, the Graduate School and the Extension Department being all of its existing faculties, schools, institutes, departments and chairs, with the exception of the Departments of Theology and Philosophy.

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10. Sudbury University agrees to assign and transfer to Laurentian University the leases of premises occupied by it in the Empire Building, Sudbury, and on the third floor of the Federal Building, Sudbury, subject to the approval of the Lessors of the said premises being obtained and Laurentian University agrees to indemnify Sudbury University in respect of any liability under the said leases which may arise subsequent to such assignments and transfers.

11. General facilities provided by Laurentian University such as physical training, health and athletic facilities, buildings and quarters (other than residences) provided for the use of Laurentian University faculty and students shall be available to the faculty and students of Sudbury University upon the same fee basis as to the faculty and students of Laurentian University.

12. Laurentian University shall allocate and reserve land within its campus which Sudbury University may acquire and upon which Sudbury University may construct buildings for teaching, administration, and faculty and students residences, with or without chapels, subject to the prior written approval of Laurentian University as to architectural design and upon such financial arrangements and conditions as to title and tenure as may be agreed upon between Sudbury University and Laurentian University.

13. Public appeals for financial or other contributions or assistance for Sudbury University shall be made only

L.L. B.L. by
[Signature]

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with the prior written approval of Laurentian University. A request for money through a Church body to be raised from its members shall not be considered a public appeal.

14. Sudbury University and Laurentian University respectively shall retain as their own property all gifts, bequests, devices, scholarships, endowments or grants of any kind made to them respectively, except as may otherwise be agreed upon between the parties hereto and subject to any trusts which may affect the same.

15. Any federation or affiliation agreements or modifications thereof relating to federation or affiliation with Laurentian University shall be discussed with the universities and colleges federated or affiliated with Laurentian University prior to Laurentian University entering into any such agreements or agreeing to modifications of any such agreements.

16. Laurentian University will make arrangements to commence the courses which are to be conducted by it, not later than the 30th day of September, 1960.

17. Both Laurentian University and Sudbury University declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfill the objects of the Act of Incorporation of Laurentian University and to build a great institution of learning which shall forever

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be bi-lingual and non-denominational in its character. The Parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill and cooperation between the institutions now or hereafter associated together in Laurentian University, than upon any formal agreements.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Emile J. Zouvi. S.J.

R. J. J. M.D.

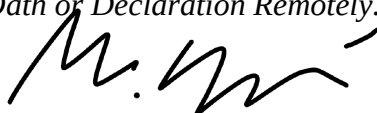
THE UNIVERSITY OF SUDBURY

G. J. J. S.J.

J. L. Gaudet p.f.

H. L. G. M.
was

This is **Exhibit « D »** to the Affidavit of Andréa Baldy, sworn remotely by Andréa Baldy, stated as being located in Gatineau, Province of Quebec, before me in the City of Wendover, in the Province of Ontario, on April 5th, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



A Commissioner of Oaths, etc.

Michel Doucet,
a Commissioner, etc.
Province of Ontario,
for Caza Saikaley s.r.l.\LLP,
Barristers and Solicitors.
Expires November 3, 2023.

No. de dossier de la Cour: CV-22-0078337-0000

ONTARIO
COUR SUPÉRIEUR DE JUSTICE

ENTRE

BARBARA JEAN ROBINSON

Demanderesse

- et -

UNIVERSITÉ DE SUDBURY

Défenderesse

- et -

UNIVERSITÉ LAURENTIENNE DE SUDBURY

Tiers mis en cause

MISE EN CAUSE

AU TIERS MIS EN CAUSE

UNE INSTANCE A ÉTÉ INTRODUITE CONTRE VOUS par voie de mise en cause dans une action devant ce tribunal.

L'action a été introduite par le demandeur contre le défendeur relativement à la mesure de redressement demandée dans la déclaration signifiée avec la présente mise en cause. Le défendeur a contesté l'action pour les moyens énoncés dans la défense signifiée avec la présente mise en cause. La demande du défendeur contre vous est exposée dans les pages suivantes.

SI VOUS DÉSIREZ CONTESTER LA MISE EN CAUSE, vous-même ou un avocat de l'Ontario vous représentant devez préparer une défense à la mise en cause selon la formule 29B prescrite par les Règles de procédure civile, la signifier aux avocats des autres parties ou, si une partie n'a pas retenu les services d'un avocat, à la partie elle-même, et la déposer, accompagnée

de la preuve de sa signification, DANS LES VINGT JOURS après que vous avez reçu signification de la présente mise en cause, si cette signification est faite en Ontario.

Si la signification vous est faite dans une autre province ou un territoire du Canada ou aux États-Unis d'Amérique, vous avez quarante jours pour signifier et déposer votre défense à la mise en cause. Si la signification vous est faite en dehors du Canada et des États-Unis d'Amérique, le délai est de soixante jours.

Au lieu de signifier et de déposer une défense à la mise en cause, vous pouvez signifier et déposer un avis d'intention de présenter une défense selon la formule 18B prescrite par les Règles de procédure civile. Vous aurez dans ce cas dix jours de plus pour signifier et déposer votre défense à la mise en cause.

VOUS POUVEZ AUSSI CONTESTER l'action du demandeur contre le défendeur en signifiant et en déposant une défense dans le délai imparti pour la signification et le dépôt de votre défense à la mise en cause.

SI VOUS NE CONTESTEZ PAS LA MISE EN CAUSE, UN JUGEMENT PEUT ÊTRE RENDU CONTRE VOUS EN VOTRE ABSENCE SANS QUE VOUS RECEVIEZ D'AUTRE AVIS. SI VOUS DÉSIREZ CONTESTER L'INSTANCE MAIS QUE VOS MOYENS NE VOUS PERMETTENT PAS DE PAYER LES FRAIS DE JUSTICE, VOUS POUVEZ VOUS ADRESSER À UN BUREAU LOCAL D'AIDE JURIDIQUE POUR DÉTERMINER VOTRE ADMISSIBILITÉ À L'AIDE JURIDIQUE.

Date : _____ 2022

délivrée par

greffier local

adresse du greffe

DESTINATAIRE :

Université Laurentienne de Sudbury

DEMANDE

1. L'objet de la demande de la défenderesse, l'Université de Sudbury, contre le tiers mis en cause est le suivant :
 - a. Une contribution et/ou une indemnité de tous les dommages-intérêts, frais et/ou dépens, que l'Université de Sudbury pourrait se voir ordonnée de payer à la demanderesse dans l'action principale portant le no. CV 22-0078337-0000;
 - b. A titre subsidiaire, des dommages-intérêts pour rupture de contrat et/ou négligence pour un montant équivalent à toute somme que l'Université de Sudbury pourrait devoir payer à la demanderesse dans l'action principale;
 - c. Les intérêts antérieurs et postérieurs au jugement dans la présente instance conformément à la *Loi sur les tribunaux judiciaires*, L.R.O. 1990, c. 43, telle que modifiée ;
 - d. Les dépens de la présente instance sur une base d'indemnité substantielle ; et
 - e. Toute autre mesure de redressement que cette honorable Cour estime juste et appropriée.
2. L'Université de Sudbury plaide que si la demanderesse a subi des dommages, ce qui n'est pas admis mais expressément nié, l'Université Laurentienne de Sudbury est responsable de ces dommages.
3. L'Université de Sudbury plaide la *Loi sur le partage de la responsabilité*, LRO 1990, c. N.1.

4. L'Université de Sudbury demande à cette honorable cour que la mise en cause soit entendue en même temps que l'action principale et devant un juge bilingue.

Le 5 avril 2022

CAZA SAIKALEY S.R.L./LLP
Lawyers | Avocats
350-220 Avenue Laurier Ouest
Ottawa (Ontario) K1P 5Z9

Ronald F. Caza (BO# 29207T)
rcaza@plaideurs.ca
Andréa Baldy (BO# 71863B)
abaldy@plaideurs.ca

Tel: 613-565-2292
Fax: 613-565-2087

Avocats pour la défenderesse
Université de Sudbury

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

CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED IN TORONTO
(COMMERCIAL LIST)

MOTION RECORD OF UNIVERSITÉ DE SUDBURY
(An Interested Party in the Lift Stay Motion scheduled for April 8, 2022)

CAZA SAIKALEY S.R.L./LLP
Lawyers | Avocats
350-220 Avenue Laurier West
Ottawa, ON K1P 5Z9

Ronald F. Caza (LSO # 29207T)
rcaza@plaideurs.ca
Andréa Baldy (LSO # 71863B)
abaldy@plaideurs.ca

Tél.: 613-565-2292

Lawyers for Université de Sudbury