

**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 BARBARA ROBINSON

March 16, 2022

PRESZLER INJURY LAWYERS

151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO #53820W
jpreszler@preszlerlaw.com

Aron Zaltz LSO# 71115B
azaltz@preszlerlaw.com

Tel: (416) 364-2000
Fax: (416) 364-7027

Lawyers for the moving party,
Barbara Robinson

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SUDBURY**

**SERVICE LIST
(as at February 16, 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
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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, 8th Floor Toronto, ON M4P 1K7 Robert Healey Tel: 416-544-5986 Email: rhealey@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	MBCLAW 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@accelelectric.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; aluzhetskyy@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@wfkllaw.ca; rhealey@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@teplitkskycolson.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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TAB 1

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

The moving party, Barbara Robinson ("BR"), will make an urgent motion to Chief Justice Morawetz of the Ontario Superior Court of Justice at a date and time to be established by the Commercial List Office, as soon as the motion can be heard, via Zoom videoconference due to the COVID-19 pandemic.

PROPOSED METHOD OF HEARING: This motion is to be heard via Zoom videoconference, the details of which will be circulated to the Service List upon receipt from the Court.

THIS MOTION IS FOR:

1. An Order pursuant to paragraph 20 of the Amended and Restated Initial Order dated February 11, 2021, granting leave to the moving party, BR, to move under Rule 5.03 of the *Rules of Civil Procedure* RRO 1990 Reg. 194 ["*Rules*"] in the action bearing Court File No. CV-22-00078337-0000 ("**action**"), to join the Applicant herein, Laurentian University of Sudbury ("**LU**") as a proper Defendant in the action;
2. Directions from this Honorable Court pursuant to Rule 1.05 of the *Rules*, including but not limited to: (i) limiting the enforceability of any judgment in the action to such insurance proceeds (if any) as are determined to be available to LU, and not as against

LU's current or future assets; and, (ii) the means for determining the extent of insurance proceeds available to LU;

3. If requested, an Order abridging the time for service, and validating service of the herein Notice of Motion, Motion Record, and related Factum and Book of Authorities, such that this Motion is properly returnable as soon as the Motion can be heard; and,
4. Such further and other relief as counsel may advise and this Honorable Court may permit.

THE GROUNDS FOR THIS MOTION ARE:

5. The moving party, BR, was a student duly enrolled by LU at all material times: namely, in or about 1979-1980. BR claims damages as against LU on grounds of vicarious liability, arising from historical sexual abuse. The alleged tortfeasor, the late Professor John Sahadat, was at all material times employed by the University of Sudbury, and was duly authorized, appointed, and/or empowered by LU to occupy a position of trust and authority with respect to students enrolled by LU, including the moving party, BR. It is alleged that but for this position of trust and authority, BR would not have sustained the damages claimed.
6. BR has commenced an action against the University of Sudbury, to which LU is a proper party insofar as, within the meaning of Rule 5.03 of the *Rules*, 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 a just apportionment of vicarious liability for the damages claimed therein. BR is also a creditor participating in the claims process established by the Amended and Restated Claims Process Order dated May 31, 2021 ("**CCAA claims process**") on vicarious liability grounds, but will immediately withdraw

her claim from the CCAA claims process in the event that the relief sought on this Motion is granted.

7. BR has exercised her rights pursuant to the Claims Process Order to obtain financial statements from LU's April 30, 1979-April 30, 1980 fiscal year ("**1979-1980 FS**") from the lawyers for the Monitor. The 1979-1980 FS indicates that LU was self-insured in respect of such liability as would otherwise constitute an "operating deficit", and that at the material time, it made a commitment of funds appropriated for the purpose of "self-insurance" to satisfy a corresponding "operating deficit".
8. BR brings this Motion on grounds, *inter alia*, that arise from a novel issue of law: does self-insurance give rise to the same equities as third-party insurance coverage for the purpose of lifting a stay of proceedings under the *Companies' Creditors Arrangement Act* RSC 1985 c. C-36, as amended ["CCAA"]?
9. Further, and in any event of the foregoing issue of law: as of the time of the service of this Motion, LU's investigation as to the existence of applicable third party insurance coverage is still ongoing; accordingly, it would be inequitable for BR's rights of action, in relation to the equities that would arise from confirmation of the existence of third party coverage, to be extinguished. She has deposed as to her intention to withdraw from the CCAA claims process in the event that the relief sought on this motion is granted.
10. BR takes the position that the foregoing circumstances present sufficient equitable grounds to grant the relief sought on the herein Motion, because the relevant self-insurance:
 - (i) evidently existed for the benefit of the insured;
 - (ii) corresponds to the nature of insurance at common law;

(iii) is and was not proscribed by any legislative provision; and,

(iv) implicates public policy governing the enforceability of contractual allocation of risk;

11. Rules 1.04, 1.05, 2.03, 3.02, 5.03, 16, and 37, *Rules*;

12. S. 132(1), *Insurance Act* RSO 1990 c. I. 8

13. S. 96, *Courts of Justice Act* RSO 1990 c. C. 43; and,

14. Such further and other relief as counsel may advise and this Honorable Court may permit.

THE FOLLOWING EVIDENCE WILL BE USED ON THE HEREIN MOTION:

1. Affidavit of Jeffrey A. Preszler, affirmed March 15, 2022;
2. Affidavit of Barbara Robinson, sworn March 15, 2022;
3. Affidavit of Norman Lavellee, sworn March 4, 2022;
4. Affidavit of Raymond Couteau, sworn March 2, 2022; and,
5. Such further and other evidence as counsel may advise and this Honorable Court may permit.

March 16, 2022

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

Jeffrey A. Preszler LSO #53820W
jpreszler@preszlerlaw.com

Aron Zaltz LSO# 71115B
azaltz@preszlerlaw.com

Tel: (416) 364-2000
Fax: (416) 364-7027

Lawyers for the moving party,
Barbara Robinson

TAB 2

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

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

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

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

AFFIDAVIT OF JEFFREY A. PRESZLER

I Jeffrey A. Preszler, of the City of Toronto, in the Province of Ontario, **AFFIRM AS FOLLOWS:**

1. I am the lawyer of record for Barbara Robinson ("**BR**"), in her capacity as:

(i) Moving party under paragraph 20 of the Amended and Restated Initial Order, dated February 11, 2021, in *Laurentian University of Sudbury (Re)*, Court File No. CV-21-656040-00CL [*Re: Laurentian*] (**TAB 3**) ("**lift-stay motion**");

(ii) Plaintiff in the action bearing Court File No. CV-22-00078337-0000 (**TAB 4**) ("**USudbury action**"); and,

(ii) Creditor of Laurentian University of Sudbury ("**LU**") under the Amended and Restated claims process Order dated May 31, 2021 (**TAB 5**) ("**CCAA claims process**").

As such, I have personal knowledge of the matters hereinafter deposed to, except where my knowledge is stated to derive from the information of others, in which case I verily beleive the same to be true.

2. On February 24, 2022, my associate, Aron Zaltz, wrote to the lawyers for LU's Monitor, setting out BR's position with respect to the following particulars, *inter alia*:

- (i) Requesting, pursuant to paragraph 34 of the Amended and Restated Initial Order, that the Monitor produce any insurance policy corresponding to Rule 30.02(3) of the *Rules of Civil Procedure* RRO 1990 Reg. 194 ["Rules"] and s. 132(1) of the *Insurance Act* RSO 1990 c. I. 8 in respect of BR's claim ("**insurance productions request**");
- (ii) Providing notice of BR's intention to bring the lift-stay motion; and,
- (iii) Taking the position that adjudication of BR's claim within the CCAA claims process was premature pending the determination of the lift-stay motion.

A true copy of Mr. Zaltz's email dated February 24, 2022 is attached hereto and marked as **Exhibit "A"** to this my Affidavit.

3. On February 28, 2022, Mr. Zaltz proceeded to a case conference before the Honorable Mr. Cunningham, the adjudicator of BR's claim for the purposes of the CCAA claims process. I am advised by Mr. Zaltz and verily believe it to be true that, at this case conference, the lawyers for the Monitor undertook to deliver affidavit evidence detailing best efforts towards satisfaction of the insurance production request by March 4, 2022 ("**Monitor's undertaking**").

4. On March 4, 2022, further to additional production requests made by Mr. Zaltz on February 28 and March 2, 2022 for information relating to the insurance productions request, the lawyers for the Monitor produced, *inter alia*, LU's financial statements covering the April 30, 1979-April 30, 1980 fiscal year ("**1979-1980 FS**"). A true copy of the correspondence between Mr. Zaltz and the lawyers for the Monitor, dating February 28-March 4, 2022 is attached hereto and marked as

Exhibit "B" to this my Affidavit. A true copy of the 1979-1980 FS is attached hereto and marked as **Exhibit "D"** to this my Affidavit.

5. I verily believe that Statement 3 within the 1979-1980 FS, a true copy of which is attached as **Exhibit "D"**, above, indicates the commitment of funds appropriated for the purpose of "self-insurance" to satisfy a corresponding "operating deficit".

6. The Monitor's undertaking was not satisfied until March 8, 2022. The email correspondence dated March 8, 2022, under which the lawyers for the Monitor delivered the Affidavits of Norman Lavellee, LU's Associate Vice President of Finance and Administration, sworn March 4, 2022 (**TAB 6**), and Raymond Couteau, Director of Procurement, Contract and Risk, sworn March 2, 2022 (**TAB 7**), indicated that AON Canada was in the process of making internal inquiries with respect to prepaid insurance that may have been brokered by Reed, Shaw and Stenhouse in 1975.

7. On Saturday March 5, 2022, Mr. Zaltz provided notice of BR's intention to proceed with the lift-stay motion on grounds of the 1979-1980 FS. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a true copy of Mr. Zaltz's email dated March 5, 2022.

8. I make this Affidavit in support of BR's lift-stay motion and for no other or improper purpose.

SWORN REMOTELY by Jeffrey A. Preszler
of the City of Toronto in the Province of
Ontario, before me this 15th day of March
2022, in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely:



Commissioner for Taking Affidavits



JEFFREY A. PRESZLER

Signature Certificate

Reference number: KI6AX-S79UB-EQ4TA-XQRIH

Signer	Timestamp	Signature
Jeffrey Preszler Email: jpreszler@preszlerlaw.com Sent: 15 Mar 2022 02:52:22 UTC Viewed: 15 Mar 2022 02:52:45 UTC Signed: 15 Mar 2022 02:54:11 UTC		 IP address: 174.89.179.234 Location: Mackenzie, Canada
Aron Zaltz Email: azaltz@preszlerlaw.com Sent: 15 Mar 2022 02:52:22 UTC Viewed: 15 Mar 2022 02:52:50 UTC Signed: 15 Mar 2022 02:54:54 UTC		 IP address: 184.145.2.87 Location: Toronto, Canada

Document completed by all parties on:
15 Mar 2022 02:54:54 UTC

Page 1 of 1



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PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



THIS IS EXHIBIT “A” TO THE AFFIDAVIT OF JEFFREY A. PRESZLER, SWORN
BEFORE ME THIS 15th DAY OF MARCH, 2022

“*ARON ZALTZ*”

A Commissioner for taking Affidavits

LU - Claim of Barbara Jean Robinson

Aron Zaltz <azaltz@preszlerlaw.com>

Thu 2/24/2022 4:06 PM

To: Jeff Preszler <jpreszler@preszlerlaw.com>; MKonyukhova@stikeman.com
<MKonyukhova@stikeman.com>; Kelly Serbu <kserbu@preszlerlaw.com>;
barbararobinsonsa@projects.filevine.ca <BarbaraRobinsonSA@projects.filevine.ca>

 1 attachments (2 MB)

Academic Transcript Laurentian University - Barbara Robinson.pdf;

Counsel,

I am writing on behalf of the lawyers for Ms. Robinson to address several important matters.

1. Request for production of insurance particulars

Laurentian University of Sudbury ("LU") is hereby requested to produce:

- (i) the Canadian Universities Reciprocal Insurance Exchange ("CURIE") E & O policy referred to at paragraph 333 of the Affidavit of Dr. Hache, sworn January 30, 2021 ("Hache Affidavit");
- (ii) the CURIE excess liability insurance policy referred to at paragraph 334 of the Hache Affidavit; and,
- (iii) any other policy of insurance under which an insurer may be liable to satisfy all or part of a judgment in respect of Ms. Robinson's claim or to indemnify or reimburse LU for money paid in satisfaction of all or part of such a judgment.

In the event of noncompliance with the foregoing production request within 30 days, Ms. Robinson will seek leave as provided for at paragraph 20 of the Amended and Restated Initial Order dated February 11, 2021: for a motion to compel production under Rules 30.02(3), 30.04(5), and 37.17 of the *Rules of Civil Procedure* RRO 1990 Reg. 194 ["Rules"], in accordance with the *Algoma Steel* principles: *Algoma Steel Corp. v Royal Bank of Canada, et al* 1992 CanLII 7413 (ON CA) op. cit. *Cary Canada Inc. (Re)* 2006 CanLII 41289 (ON SC) at paras 6-13.

2. Proof of Claim; leave to commence action to be sought pending disclosure of equitable grounds for same

The Proof of Claim which has been filed in this matter was delivered out of an abundance of caution: to preserve Ms. Robinson's rights in the event that the relevant insurance particulars do not disclose equitable grounds for leave to commence an action, in terms of the enforceability of any judgment in respect of the claim as against an insurance policy to which the Rule or s. 132 of the *Insurance Act* RSO 1990 c. I. 8 would apply.

However, in the event of the existence of an insurance policy against which Ms. Robinson's claim would be enforceable, she hereby gives notice of her intention to seek leave pursuant to paragraph 20 of the Amended and Restated Initial Order to commence an action, on equitable grounds in accordance with s. 132 of the *Insurance Act* and the *Algoma Steel* principles.

3. Monitor's Notice of Disallowance inconsistent with *respondeat superior* doctrine

The Monitor's Notice of Disallowance states that "Professor Sahadat was an employee of the University of Sudbury at the relevant time, not LU. University of Sudbury is a separate legal entity and would be the proper party to any claim in vicarious liability in respect of Professor Sahadat's conduct".

We have reviewed the Federation Agreement between the University of Sudbury and LU, dated September 10, 1960, attached as Exhibit "K" to the Hache Affidavit. Irrespective of whether Professor Sahadat had his contract of employment with the University of Sudbury or LU, Ms. Robinson was at all material times a student enrolled at LU, as per the attached transcript. The ultimate issue with respect to vicarious liability is not which institution employed Professor Sahadat, but which institution put Professor Sahadat in a relation of proximity to Ms. Robinson: LU, the institution in which she was enrolled.

On this point, the Court of Appeal for Ontario has recently affirmed the following restatement of the *respondeat superior* doctrine as it pertains to vicarious liability: *Dagenais v Slavko* 2021 ONSC 3415 at paras 59-61, aff'd 2022 ONCA 76 at para 21.

[59] Pursuant to the agency doctrine of *respondeat superior*, it is fair and not unjust that he who selects the agent and will have the benefit of the agent's services if efficiently performed should bear the risk of the agent's negligence in "matters incidental to the doing of the acts, the performance of which have been entrusted to him." *T.G. Bright*, at pp. 69-70.

[60] Under the doctrine of *respondeat superior*:

- a. a principal is liable to third persons for negligence of his agent in the course of the agent's engagement even though the principal did not authorize know of such misconduct or even forbid the acts, provided the negligence occurred in the course of the agency; and
- b. a principal who expects to derive advantage from an act which is done negligently by another for him in the course, must answer for an injury which a third party may sustain from it: *T.G. Bright*, pp. 69 and 70

[61] As to the current status of the doctrine of *respondeat superior* and how it relates to the doctrine of vicarious liability, *Fridman's The Law of Torts in Canada* (Fourth Edition) states:

Rationale of Vicarious Liability

In order to provide a theoretical, legal and juridical basis for vicarious liability, two competing maxims have traditionally been relied upon by courts to provide a theoretical, legal or judicial basis ... *qui facit per alium facit per se* ... and *respondeat superior* (p. 300)

In the case of *respondeat superior*, the person who is the master or controller of the one who has acted tortuously is answerable for what was done simply because that person was the other's superior and, in consequence, in charge or command of the ... perpetrator of harm. This will only be so however if what was done was done in the course of the duties entrusted to the tortfeasor. But liability will ensue even if the act was not for the benefit of the superior but for the benefit of the one subject to control and command. The superior is liable as they are the superior ... and ought to have controlled the behaviour of the tortfeasor. ... The problem with this theory, however is that the courts have held the superior liable even where it was physically or otherwise impossible for the superior to have exercised real, meaningful control over the

conduct of the of the tortfeasor physically ... maybe because of distance Notwithstanding this, courts have held that, once the relevant relationship existed between the tortfeasor and the superior, vicarious liability results, unless what was done was wholly outside the scope of the activities for which the tortfeasor was employed by the superior. (p. 301)

Given the perceived inadequacies of *qui facit per alium* and *respondeat superior*, however, modern courts have turned from these legalistic justifications to policy to explain vicarious liability. The Supreme Court in *Bazley* stated that vicarious liability is justified by the policies of fair compensation and deterrence. (p. 302)

The combined enterprise risk and deterrence justifications for vicarious liability adopted in *Bazley* have now become firmly ensconced in Canadian law and have been applied in numerous Supreme Court of Canada decisions. (p. 303)

Cases confirming vicarious liability under the second Salmond branch as to unauthorized acts in furtherance of the employer's aims, rely upon the agency rationale implicit in that second Salmond test, namely because the employee was acting in furtherance of the employer's aims, they are said to have "implied" or "ostensible" authority to do the unauthorized act. Such rationale is appropriate for torts of negligent accident.: *Bazley*, para. [28](#) and *Sickel*, para. 27.

4. Proposed case conference

On the basis of the foregoing, our position is that adjudication of Ms. Robinson's claim is premature prior to the determination of the existence of an insurance policy corresponding to Rule 30.02(3) and s. 132 of the *Insurance Act*.

Nevertheless, given the procedural and substantive complexity of the issues, I am in agreement that the case conference the Monitor has proposed "may be of assistance". To that end, I am available on Feb 28, 2022 for same. Please advise as to the particulars.

Thank you,
Aron Zaltz
Associate, Preszler Injury Lawyers

THIS IS EXHIBIT “B” TO THE AFFIDAVIT OF JEFFREY A. PRESZLER, SWORN
BEFORE ME THIS 15th DAY OF MARCH, 2022

“*ARON ZALTZ*”

A Commissioner for taking Affidavits

RE: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Maria Konyukhova <MKonyukhova@stikeman.com>

Fri 3/4/2022 6:50 PM

To: Aron Zaltz <azaltz@preszlerlaw.com>; Andrew Hanrahan <AHanrahan@tgf.ca>; Jeff Preszler <jpreszler@preszlerlaw.com>; barbararobinsonsa@projects.filevine.ca <BarbaraRobinsonSA@projects.filevine.ca>

Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>

Mr. Zaltz,

We are in receipt of your request for certain records. We agree that a cooperative approach is in the interest of all parties, however, we disagree with your suggestion that best practices required LU to permanently retain all of the records you have requested. Further, we note that in a CCAA proceeding, a Monitor does not take possession of a CCAA debtor's books and records. The records you have requested are thus not in the Monitor's possession, control or power.

However, in response to your request, LU took steps to determine if it has copies of the records you have requested. Copies of its financial statements from 1978-80 are attached. LU is continuing this search and we expect we may send additional documents early next week. Similarly, the affidavits outlining the efforts taken by LU to locate documents that would help identify the relevant insurer will also be delivered on Monday.

With respect to your request for clarification of certain factual particulars, LU is not able to provide confirmation of the statements contained in your email below. Ms. Robinson will need to provide the evidentiary support for those statements to the extent she intends to rely on them in connection with her claim.

Maria Konyukhova

Direct: 416-869-5230

Mobile: 416-319-1632

Email: mkonyukhova@stikeman.com

From: Aron Zaltz <azaltz@preszlerlaw.com>

Sent: Wednesday, March 2, 2022 3:59 PM

To: Andrew Hanrahan <AHanrahan@tgf.ca>; Maria Konyukhova <MKonyukhova@stikeman.com>; Jeff Preszler <jpreszler@preszlerlaw.com>; barbararobinsonsa@projects.filevine.ca

Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>

Subject: Re: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Counsel,

Based on our respective clients' common interest in exhausting due diligence to confirm the existence of an insurance policy that would indemnify LU in the event of judgment in respect of Ms. Robinson's claim, which policy has not yet been identified, I am writing to propose a cooperative approach to same.

Below this proposal, in view of the pending submissions to be made within the subject CCAA claims process dispute, I also clarify various factual particulars Ms. Robinson intends to rely upon, and ask for your agreement in respect of the same.

I. PROPOSED COOPERATIVE APPROACH TO DUE DILIGENCE

Further to my review of various information made publicly available by LU, please advise as follows pursuant to paragraph 34 of the Amended and Restated Initial Order:

- 1. Please produce LU's financial statements and annual financial reports for the years 1978-1980. Otherwise, please confirm the historical extent to which LU's financial statements and annual financial reports presently exist.** LU's contemporary "consolidated financial statements" from 2006 onwards contain indicia of "adequate insurance coverage" to cover "contingencies" including "legal matters and litigation". I respectfully submit that corresponding information in financial statements and annual financial reports contemporaneous with Ms. Robinson's claim would present sufficient equitable grounds to lift the stay of proceedings for the purposes of s. 132 of the *Insurance Act* RSO 1990 c. I. 8 in terms of the equities restated as "the *Algoma Steel* principles": *Cary Canada Inc. (Re)*, 2006 CanLII 41289 (ON SC). While it is acknowledged that an auditor would not be required to keep these records for more than six years, because professional best practices governing retention of such records indicate that LU should have retained these records permanently, it is reasonably inferred that these records are likely to be in the Monitor's possession, control, or power.

2. **Please produce the LU Board's Finance and Executive Committee records for the years 1978-1980. Otherwise, please confirm the historical extent to which the LU Board's Finance and Executive Committee records presently exist.** Notwithstanding the successive terms of revision to these committee's historical terms of reference, it is reasonably inferred that the Finance Committee would have been responsible, at all material times, for review of LU's operating budget- including expenditures with respect to insurance premiums- and that the Executive Committee would have been responsible, at all material times, for making reports relating to legal matters, including the coverage of general liability claims. While there is no records retention mandate articulated in the General Bylaws of the Board of Governors, given that professional best practices governing retention of such records indicate that LU should have retained these records indefinitely, it is reasonably inferred that these records are likely to be in the Monitor's possession, control, or power.

In the event of the production of either of the records fonds particularized above, any indicia of the existence of general liability insurance may be confirmed against the Annual Reports of the Superintendent of Insurance for the relevant years. I have attached the 1979 report for ease of reference, which provides a concise list on page 98 of the licensed general liability insurers operating in Ontario at that time.

Because the corporate history of each entity is verifiable against archival information maintained by the Financial Services Regulatory Authority of Ontario, any production sufficient to confirm the existence of general liability insurance covering LU will also be sufficient to identify the applicable insurer- even in the context of any corporate succession- given the reasonable presumption that this is an occurrence based policy, with respect to which there would be a duty in the context of any corporate succession to maintain policy records indefinitely.

II. CLARIFICATION OF FACTUAL PARTICULARS

Please confirm consensus ad idem on the following facts:

1. Barbara Robinson was a student duly enrolled at Laurentian University of Sudbury during the time periods indicated in her academic transcript (produced);
2. Professor John Sahadat ("Sahadat") was a professor employed by University of Sudbury at all material times;
3. Barbara Robinson was a student of Sahadat while duly enrolled as an undergraduate by the non-party, LU, in or about 1979; and,
4. Pursuant to Sahadat's employment as a professor by University of Sudbury, he was entrusted by Laurentian University of Sudbury to teach, counsel, mentor and to otherwise advance the education of students duly enrolled by Laurentian University of Sudbury, including Barbara Robinson.

To the extent that any of the foregoing facts are not agreed to, we reserve the right to provide and/or to request any information towards proof of same.

Thank you,
Aron Zaltz
Associate, Preszler Injury Lawyers

From: Andrew Hanrahan <AHanrahan@tgf.ca>
Sent: Monday, February 28, 2022 8:15 PM
To: Aron Zaltz <azaltz@preszlerlaw.com>; Maria Konyukhova <MKonyukhova@stikeman.com>; Jeff Preszler <jpreszler@preszlerlaw.com>
Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <ssopic@stikeman.com>
Subject: RE: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Aron,

In response to your request, attached is the 2021 CURIE General Liability Policy, which is produced to you on the same basis as the other CURIE policies.

We will consider the second part of your request regarding LU's insurer(s) that preceded CURIE and will get back to you.

Regards,
Andrew

Andrew Hanrahan | AHanrahan@tgf.ca | Direct Line +1 416-304-7974 | www.tgf.ca

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From: Aron Zaltz <azaltz@preszlerlaw.com>
Sent: Monday, February 28, 2022 4:07 PM
To: Maria Konyukhova <MKonyukhova@stikeman.com>; Andrew Hanrahan <AHanrahan@tgf.ca>; Jeff Preszler <jpreszler@preszlerlaw.com>
Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>
Subject: Re: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Counsel,

Thank you for production of the CURIE E & O and excess liability policies earlier this morning. The excess liability insurance declarations indicate that CURIE provides the general liability policy which has been represented as complementing the exclusion in the E & O policy for personal injury matters. Would you please produce the CURIE general liability policy referred to in the excess liability insurance declarations provided?

Additionally, further to paragraph 34 of the Amended and Restated Initial Order, Ms. Robinson hereby requests the identification of LU's general liability insurer preceding CURIE, and production of any available policies preceding LU's CURIE membership. The purpose of this request is to facilitate independent inquiry on Ms. Robinson's behalf with respect to the historical coverage issue.

Thank you
Aron Zaltz
Associate, Preszler Injury Lawyers

From: Maria Konyukhova <MKonyukhova@stikeman.com>
Sent: Monday, February 28, 2022 11:21 AM
To: Andrew Hanrahan <AHanrahan@tgf.ca>; Aron Zaltz <azaltz@preszlerlaw.com>; Jeff Preszler <jpreszler@preszlerlaw.com>; Kelly Serbu <kserbu@preszlerlaw.com>
Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>
Subject: RE: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Adam and Jeff – once you've had an opportunity to review and if you'd like to have a quick call in advance of our noon conference with Mr. Cunningham, I am available.

Maria Konyukhova

Direct: 416-869-5230
Mobile: 416-319-1632
Email: mkonyukhova@stikeman.com

From: Andrew Hanrahan <AHanrahan@tgf.ca>
Sent: Monday, February 28, 2022 11:05 AM
To: azaltz@preszlerlaw.com; jpreszler@preszlerlaw.com; kserbu@preszlerlaw.com
Cc: D. J. Miller <DJMiller@tgf.ca>; Maria Konyukhova <MKonyukhova@stikeman.com>
Subject: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Counsel,

We understand that you have requested copies of the 2021 CURIE E&O Policy and Excess Liability Policy that are held by Laurentian. Please find attached copies of the two policies.

Please note that these policies are being produced subject to the confidential implied undertaking rule, and we request that you confirm receipt on that basis. In addition, CURIE has requested that we advise you that, without prejudice to any other defences that CURIE might deem applicable, CURIE's position is that there is no policy response due to the exclusions in sections 3.7 and 3.8.

Regards,
Andrew



Andrew Hanrahan | | AHanrahan@tgf.ca | Direct Line +1 [416-304-7974](tel:416-304-7974) | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | [416-304-1616](tel:416-304-1616) | Fax: [416-304-1313](tel:416-304-1313) | www.tgf.ca

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Stikeman Elliott LLP Barristers & Solicitors

[5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada](#)

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THIS IS EXHIBIT “D” TO THE AFFIDAVIT OF JEFFREY A. PRESZLER, SWORN
BEFORE ME THIS 15th DAY OF MARCH, 2022

“*ARON ZALTZ*”

A Commissioner for taking Affidavits

LAURENTIAN UNIVERSITY OF SUDBURY

FINANCIAL STATEMENTS

YEAR ENDED APRIL 30, 1980

Auditors' Report

Financial Statements

1. Balance Sheet
2. Statement of Operating Revenue and Expenditure
3. Statement of Operating Deficit and Committed Funds
4. Statement of Ancillary Services Deficit
5. Statement of Reserve for Major Building Repairs and
Equipment Replacements of University Residences
6. Statement of Unexpended Capital Funds
7. Statement of Equity in Fixed Assets
8. Statement of Changes in Expendable Trust and Endowment Funds

Notes to Financial Statements

Thorne Riddell

CHARTERED ACCOUNTANTS

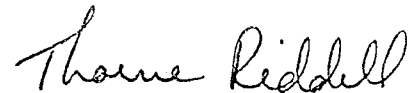
AUDITORS' REPORT

To the Governors of
Laurentian University of Sudbury

We have examined the balance sheet of Laurentian University of Sudbury as at April 30, 1980 and the financial statements for the year then ended as set out in the index hereto. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests and other procedures as we considered necessary in the circumstances.

In our opinion, these financial statements present fairly the financial position of the University as at April 30, 1980 and the results of its operations and the changes in its capital and trust funds for the year then ended in accordance with accounting principles as set out in note 1(a) applied on a basis consistent with that of the preceding year.

Sudbury, Ontario
July 18, 1980



Chartered Accountants

LAURENTIAN UNIVERSITY OF SUDBURY
BALANCE SHEET AS AT APRIL 30, 1980

	GENERAL	
	<u>1980</u>	<u>1979</u> (note 2)
ASSETS		
CURRENT ASSETS		
Cash	\$ 112,902	\$ 392,483
Notes and term deposits (note 3)	1,300,000	1,300,000
Accrued interest	100,179	107,431
Investments, at cost (market value \$90,900; 1979, \$72,400)	71,400	71,400
Accounts receivable	117,338	92,371
Inventories	336,951	270,067
Prepaid expenses	<u>28,831</u>	<u>29,523</u>
	<u>2,067,601</u>	<u>2,263,275</u>
OTHER ASSETS		
Mortgage portfolio, due September, 1982	<u>964,786</u>	<u>976,205</u>
FIXED ASSETS (note 4)	<u>43,257,811</u>	<u>42,694,280</u>

\$46,290,198 \$45,933,760

ASSETS		
TRUST AND		
Cash	\$ 427,525	\$ 446,667
Notes and term deposits (note 3)	200,000	200,000
Accrued interest	2,519	11,003
Research grants receivable	412,324	361,898
Investments, at cost (market value \$355,000; 1979, \$382,000)	<u>413,775</u>	<u>413,775</u>
	<u>\$ 1,456,143</u>	<u>\$ 1,433,343</u>

FUNDS

19801979
(note 2)

LIABILITIES

CURRENT LIABILITIES

Accounts payable and accrued liabilities	\$ 1,557,276	\$ 1,176,906
Students' fees and other revenue received in advance	<u>410,914</u>	<u>432,481</u>
	<u>1,968,190</u>	<u>1,609,387</u>

LONG TERM LIABILITIES

Debentures payable (note 5)	18,970,010	19,444,104
Obligations under capital leases (note 6)	<u>5,272,032</u>	<u>5,288,675</u>
	<u>24,242,042</u>	<u>24,732,779</u>

EQUITY

OPERATING FUNDS

Operating deficit (statement 3)	(1,095,475)	(499,793)
Committed funds (statement 3)	267,510	238,542
Ancillary services deficit (statement 4)	<u>(359,412)</u>	<u>(339,473)</u>
	<u>(1,187,377)</u>	<u>(600,724)</u>

CAPITAL FUNDS

Reserve for repairs and replacements of University residences (statement 5)	270,299	243,137
Unexpended (statement 6) (note 7)	1,981,274	1,987,679
Equity in fixed assets (statement 7)	<u>19,015,770</u>	<u>17,961,502</u>
	<u>21,267,343</u>	<u>20,192,318</u>
	<u>20,079,966</u>	<u>19,591,594</u>
	<u>\$46,290,198</u>	<u>\$45,933,760</u>

ENDOWMENT FUNDS

EQUITY

Expendable trust funds (statement 8)	\$ 1,004,809	\$ 994,909
Endowment funds (statement 8)	<u>451,334</u>	<u>438,434</u>

	<u>\$ 1,456,143</u>	<u>\$ 1,433,343</u>
--	---------------------	---------------------

Contingent liability and commitments (notes 7 and 8)

LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF OPERATING REVENUE AND EXPENDITURE

Statement 2

YEAR ENDED APRIL 30, 1980

	<u>1980</u>	<u>1979</u> (note 2)
Operating revenue		
Provincial grants for operating purposes		
Formula	\$10,225,757	\$ 9,657,126
Supplementary	100,000	250,000
Bilingual	1,142,000	994,000
Northern Ontario	1,305,193	1,234,301
School of Education supplement	296,500	281,000
Other	<u>279,938</u>	<u>265,618</u>
	13,349,388	12,682,045
Tuition fees	2,301,060	2,253,098
Interest on operating funds	46,607	45,713
Interest transferred from capital funds	112,000	112,000
Other revenue	355,045	318,565
Transfers from expendable trust funds (statement 8)	1,232,783	1,209,466
Provincial grant for debenture interest	<u>1,335,384</u>	<u>1,364,623</u>
	<u>18,732,267</u>	<u>17,985,510</u>
Operating expenditure		
Academic	13,052,756	12,109,013
Student services, scholarships and bursaries	268,093	235,347
General and administrative	1,913,932	1,705,179
Plant operation and maintenance	<u>1,835,634</u>	<u>1,834,661</u>
	17,070,415	15,884,200
Sponsored research	893,182	783,958
Debenture interest	<u>1,335,384</u>	<u>1,364,623</u>
	<u>19,298,981</u>	<u>18,032,781</u>
EXCESS OF OPERATING EXPENDITURE OVER REVENUE	<u>\$ 566,714</u>	<u>\$ 47,271</u>

LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF OPERATING DEFICIT AND COMMITTED FUNDS

Statement 3

YEAR ENDED APRIL 30, 1980

	1980		1979	
	<u>Operating deficit</u>	<u>Committed funds</u>	<u>Operating deficit (note 2)</u>	<u>Committed funds</u>
Balance at beginning of year				
As previously reported	\$ (548,570)	\$ 238,542	\$(622,368)	\$ 408,388
1979 Current expenditures applied directly against unexpended capital funds (note 2)	<u>48,777</u>			
As restated	(499,793)	238,542	(622,368)	408,388
Excess of operating expenditure over revenue (statement 2)	(566,714)		(47,271)	
Committed funds at beginning of year	238,542	(238,542)	408,388	(408,388)
Appropriations for:				
Outstanding purchase orders	(88,529)	88,529	(100,875)	100,875
Unexpended budget appropriations	(166,981)	166,981	(137,667)	137,667
Self insurance	<u>(12,000)</u>	<u>12,000</u>		
BALANCE AT END OF YEAR	<u><u>\$(1,095,475)</u></u>	<u><u>\$ 267,510</u></u>	<u><u>\$(499,793)</u></u>	<u><u>\$ 238,542</u></u>

LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF ANCILLARY SERVICES DEFICIT

Statement 4

YEAR ENDED APRIL 30, 1980

	<u>1980</u>	<u>1979</u>
Deficit at beginning of year	\$339,473	\$328,172
Net cost of ancillary services	<u>19,939</u>	<u>11,301</u>
DEFICIT AT END OF YEAR	<u>\$359,412</u>	<u>\$339,473</u>

STATEMENT OF RESERVE FOR MAJOR BUILDING REPAIRS AND EQUIPMENT REPLACEMENTS
OF UNIVERSITY RESIDENCES

Statement 5

YEAR ENDED APRIL 30, 1980

	<u>1980</u>	<u>1979</u>
Balance at beginning of year	\$243,137	\$219,803
Provision	<u>45,300</u>	<u>45,300</u>
	288,437	265,103
Expended	<u>18,138</u>	<u>21,966</u>
BALANCE AT END OF YEAR	<u>\$270,299</u>	<u>\$243,137</u>

LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF UNEXPENDED CAPITAL FUNDS

Statement 6

YEAR ENDED APRIL 30, 1980

	1980			1979
	Accountable advances for capital	General funds	Total	Total (note 2)
Balance at beginning of year				
As previously reported	\$123,029	\$1,913,427	\$2,036,456	\$1,862,160
1979 Capital expenditures previously applied against operating funds (note 2)	<u>(48,777)</u>		<u>(48,777)</u>	
As restated	<u>74,252</u>	<u>1,913,427</u>	<u>1,987,679</u>	<u>1,862,160</u>
Add				
Government Grants				
Ontario	86,000		86,000	143,000
Canada	3,944		3,944	165,000
Gifts for capital purposes		118,662	118,662	311,526
Recovery from ancillary services and operating revenue for previous equipment purchases		31,662	31,662	41,430
Investment income		229,144	229,144	198,510
Gain on sale of land		6,397	6,397	
	<u>89,944</u>	<u>385,865</u>	<u>475,809</u>	<u>859,466</u>
	<u>164,196</u>	<u>2,299,292</u>	<u>2,463,488</u>	<u>2,721,626</u>
Deduct				
Expenditures for fixed assets	156,351	163,863	320,214	571,947
Transfer of investment income for general operating purposes for scholarships		112,000	112,000	112,000
		50,000	50,000	50,000
	<u>156,351</u>	<u>325,863</u>	<u>482,214</u>	<u>733,947</u>
BALANCE AT END OF YEAR	<u>\$ 7,845</u>	<u>\$1,973,429</u>	<u>\$1,981,274</u>	<u>\$1,987,679</u>

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LAURENTIAN UNIVERSITY OF SUDBURY

STATEMENT OF CHANGES IN EXPENDABLE TRUST AND ENDOWMENT FUNDS

YEAR ENDED APRIL 30, 1980

	<u>Sponsored research</u>	<u>Scholarships and bursaries</u>
EXPENDABLE TRUST FUNDS		
Balance at beginning of year	\$ 613,806	\$ 55,579
Additions		
Gifts and grants	904,874	66,466
Investment income - operating and expendable trust funds		24,684
- endowment funds		20,105
Transfer from capital funds interest		50,000
	<u>904,874</u>	<u>161,255</u>
	<u>1,518,680</u>	<u>216,834</u>
Transfers		
To operating fund	893,182	141,806
To capital funds		
To endowment funds		
	<u>893,182</u>	<u>141,806</u>
BALANCE AT END OF YEAR	<u>\$ 625,498</u>	<u>\$ 75,028</u>
ENDOWMENT FUNDS		
Balance at beginning of year		\$255,530
Transfer from expendable trust funds		
Donations		
BALANCE AT END OF YEAR		<u>\$255,530</u>

LAURENTIAN UNIVERSITY OF SUDBURY
STATEMENT OF EQUITY IN FIXED ASSETS

Statement 7

YEAR ENDED APRIL 30, 1980

	<u>1980</u>	<u>1979</u> (note 2)
Balance at beginning of year		
As previously reported	\$17,922,725	\$16,641,795
1979 additions to fixed assets previously .		
recorded as expenses (note 2)	<u>38,777</u>	
As restated	<u>17,961,502</u>	<u>16,641,795</u>
Add		
Provincial grants received for repayment		
of debentures	474,094	444,855
Principal payments under capital leases		
charged to ancillary services	16,643	15,490
Fixed assets purchased from		
General operating funds	176,850	195,555
Sponsored research funds	66,467	91,860
Capital funds (statement 6)	<u>320,214</u>	<u>571,947</u>
	<u>1,054,268</u>	<u>1,319,707</u>
 BALANCE AT END OF YEAR	 <u>\$19,015,770</u>	 <u>\$17,961,502</u>

1980					1979
Engineering fund	Falconbridge lecture fund	Museum	Other	Total	Total
	<u>\$203,688</u>	<u>\$ 92,328</u>	<u>\$ 29,508</u>	<u>\$ 994,909</u>	<u>\$ 993,345</u>
\$ 94,300		87,728	52,302	1,205,670	1,433,309
3,364	24,683	8,824	4,825	66,380	74,927
			16,752	36,857	29,393
				50,000	50,000
<u>97,664</u>	<u>24,683</u>	<u>96,552</u>	<u>73,879</u>	<u>1,358,907</u>	<u>1,587,629</u>
<u>97,664</u>	<u>228,371</u>	<u>188,880</u>	<u>103,387</u>	<u>2,353,816</u>	<u>2,580,974</u>
80,000	6,487	74,536	36,772	1,232,783	1,209,466
		109,969	6,255	116,224	311,526
					65,073
<u>80,000</u>	<u>6,487</u>	<u>184,505</u>	<u>43,027</u>	<u>1,349,007</u>	<u>1,586,065</u>
<u>\$ 17,664</u>	<u>\$221,884</u>	<u>\$ 4,375</u>	<u>\$ 60,360</u>	<u>\$1,004,809</u>	<u>\$ 994,909</u>
			\$182,904	\$ 438,434	\$ 356,301
			12,900	12,900	65,073
					17,060
			<u>\$195,804</u>	<u>\$ 451,334</u>	<u>\$ 438,434</u>

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED APRIL 30, 1980

1. ACCOUNTING POLICIES

(a) Basis of presentation

The financial statements have been prepared in accordance with the recommendations of the committee on Accounting Principles for Colleges and Universities of Ontario except that a consolidated set of annual financial statements reflecting the total economic unit and stewardship of the University is not presented. Instead, the assets and liabilities of the University are segregated into general funds and trust and endowment funds. Changes in equity are accounted for on the basis of the purpose which the funds are held - namely, operating, capital, trust and endowment funds. No attempt is made to consolidate the revenues and expenditures of the aforementioned funds. Details of operating revenues and expenditures of ancillary operations are not included; the losses or profits are applied to the ancillary services deficit.

(b) Inventories

Inventories are recorded at the lower of cost and net realizable value.

(c) Fixed assets

Fixed assets are stated at cost and no depreciation is provided. Depreciation on university housing was provided on a straight-line basis at 5% per annum to April 30, 1973 only.

(d) Accounts payable and accrued liabilities

It has not been the practice to accrue for future expenditures in connection with the University's sabbatical leave commitments, vacation pay or sick leave benefits; such costs are charged in the accounts as they are incurred.

(e) Debentures payable

Debentures payable to the Ontario Universities Capital Aid Corporation do not include the portion assumed on behalf of Algoma College Association; principal and interest payments are recorded accordingly.

Since payments of debenture principal and interest are being met as they fall due by special grants from the Province of Ontario, no provision for interest accrued since the date of the last payment is made in the accounts nor is the current portion of debentures payable included in current liabilities.

(f) Obligations under capital leases

The University and the Ontario Student Housing Corporation have entered into agreements under which the Corporation has constructed student housing on University property. The University has agreed to lease the buildings from the Corporation for 50 year periods, at the expiration of which time the title will vest in the University. In order to reflect the obligation under the lease arrangements, construction costs have been included as fixed assets and the obligations as long term debt. Semi-annual payments on the lease obligations are recorded as a charge against residence ancillary operations.

YEAR ENDED APRIL 30, 1980

1. ACCOUNTING POLICIES (concluded)

(g) Committed operating funds

The University follows the practice of recording encumbrances (liabilities for goods and services ordered but not received) as an appropriation of operating deficit.

Net amounts underexpended in certain departmental budgets are being carried forward to 1980-81 budget allotments. Such commitments have been reflected as charges against the operating deficit.

(h) Ancillary services

Ancillary services include the operation of residences, food and beverage services, bookstore, university press, parking services and Fraser Auditorium rental. The expenditures of these ancillary services include the direct costs of providing these services and charges from the operating fund for use of capital and administrative services.

(i) Reserve for repairs and replacements of University residences

The University provides a reserve for replacement of furnishings and major repairs to the student residences. The annual provision is reflected as a charge against residence ancillary operations.

(j) Unexpended capital funds

Certain capital expenditures made from the capital fund are recoverable over a period of years from operating and ancillary operations. The recoveries are reflected in the accounts only as effected.

(k) Statement of operating revenue and expenditure

Tuition fees are recorded as revenue of the academic terms to which they apply; any tuition fees received for an academic term subsequent to the year end have been deferred.

Expenditures made for restricted purposes from operating funds are recovered by transfers from expendable trust funds. The transfers are reflected as operating revenue and the expenditures as operating expenditures.

Government grants for operating purposes are included in revenue of the period designated by the government. Other government grants are added to expendable trust and unexpended capital funds as they are received.

(l) Pension plan funding

The University includes in operating expenditure the amount required to be contributed to the plan as actuarially determined from time to time. Since the plan is administered by a trustee, the assets and liabilities of the plan are not included in the financial statements of the University.

LAURENTIAN UNIVERSITY OF SUDBURY

NOTES TO FINANCIAL STATEMENTS

(continued)

YEAR ENDED APRIL 30, 1980

2. PRIOR PERIOD ADJUSTMENT

During the current year the University received a capital grant from the Province of Ontario for certain renovation expenditures incurred and charged to operations during the previous year. The operating expenditures for the year ended April 30, 1979 and the balance of the operating deficit at that date, as previously reported, have been restated to show a reduction of \$48,777; unexpended capital funds were reduced by the same amount. In addition, fixed assets and equity in fixed assets were increased for the amount not previously recorded.

3. NOTES AND TERM DEPOSITS

	<u>1980</u>	<u>1979</u>
Credit Foncier Franco-Canadian note 16.5% due June 9, 1980	\$ 900,000	
Credit Foncier Franco-Canadian note 9 5/8% due October 9, 1979		\$ 900,000
Term deposit 15.00% due May 23, 1980	600,000	
Term deposit, 11.05% due May 25, 1979		600,000
	<u>\$1,500,000</u>	<u>\$1,500,000</u>
Allocated as follows:		
General funds	\$1,300,000	\$1,300,000
Trust and endowment funds	<u>200,000</u>	<u>200,000</u>
	<u>\$1,500,000</u>	<u>\$1,500,000</u>

4. FIXED ASSETS

	<u>1980</u>	<u>1979</u>
Land	\$ 407,218	\$ 407,218
Utilities, road, parking lots and landscaping	4,284,491	4,284,341
Buildings, including students' residences	30,919,542	30,700,901
Furniture, equipment and library books	<u>7,597,608</u>	<u>7,252,868</u>
	43,208,859	42,645,328
University housing, less accumulated depreciation of \$8,358	<u>48,952</u>	<u>48,952</u>
	<u>\$43,257,811</u>	<u>\$42,694,280</u>

LAURENTIAN UNIVERSITY OF SUDBURY

NOTES TO FINANCIAL STATEMENTS

(continued)

YEAR ENDED APRIL 30, 1980

5. DEBENTURES PAYABLE

The debentures payable are as follows:

	Gross debentures payable	Assumed by Algoma College Association	Net
Debenture principal outstanding (owing to the Ontario Universities Capital Aid Corporation, with maturities to 2008)	<u>\$19,809,610</u>	<u>\$ 839,600</u>	<u>\$18,970,010</u>
Debentures payable charges retired by the Province of Ontario in the year			
Principal	\$ 485,667	\$ 11,573	\$ 474,094
Interest (at rates varying from 5½% to 9½% per annum)	<u>1,403,629</u>	<u>68,245</u>	<u>1,335,384</u>
Total	<u>\$ 1,889,296</u>	<u>\$ 79,818</u>	<u>\$ 1,809,478</u>

The total annual instalments on debt outstanding at April 30, 1980 amount to \$1,889,296, which are expected to be met as they fall due by special grants from the Province of Ontario. Algoma College Association has issued debentures to Laurentian University for non-formula government assistance received by Laurentian University on behalf of and forwarded to Algoma College Association. The interest rates and due dates are equal to the liability reflected by the University for these funds. The annual instalments of \$79,818, blended principal and interest, are included in the total annual instalments shown above and will be forgiven annually as the repayment is met by the special grants from the Province of Ontario.

6. OBLIGATIONS UNDER CAPITAL LEASES

	<u>1980</u>	<u>1979</u>
On University College residence, payable \$48,542 semi-annually, maturing December 1, 2020	\$1,319,813	\$1,325,531
On single-married students' apartments, payable \$154,475 semi-annually, maturing June 1, 2024	<u>3,952,219</u>	<u>3,963,144</u>
	<u>\$5,272,032</u>	<u>\$5,288,675</u>

The above leases are reflected in long term liabilities.

YEAR ENDED APRIL 30, 1980

7. UNEXPENDED CAPITAL FUNDS

The unexpended portion of the University's general capital funds at April 30, 1980 is as follows:

As recorded (statement 6)		\$1,973,429
Add		
Amounts to be recovered from operating and ancillary funds		
Single student residence furnishings, (1976 original amount \$104,995) to be recovered from residence rentals over six years (1980 recovery \$10,500)	\$ 62,995	
Purchase of computer, (1970 original amount \$400,000) to be recovered from general operating funds although no repayment term specified (no recovery since 1972)	253,333	
Purchase of computer equipment, (1977 original amount \$86,455) to be recovered from general operations in 1981 (1980 recovery \$20,000)	<u>6,455</u>	<u>322,783</u>
As adjusted		<u>\$2,296,212</u>

On May 26, 1978, the Board of Governors passed a resolution establishing a Redundancy Fund to be financed by an allocation of up to \$500,000 from unexpended capital funds. Any payments from this fund are to be repaid from the Operating fund over four years. No allocations have been made.

8. CONTINGENT LIABILITY AND COMMITMENTS

- a) The University has guaranteed bank loans incurred by certain employees for the purpose of acquiring personal residence facilities. The balances unpaid on these loans totalled \$194,887 (April 30, 1979, \$289,441).
- b) The University has a policy whereby faculty members accumulate entitlement to salary reimbursement for sabbatical leave. The total of such entitlements vested to April 30, 1980, at current salary levels, amounted to approximately \$780,000 (April 30, 1979, \$614,000). The total of accumulations toward such entitlements which were not yet vested has not been determined. The salaries paid to faculty on sabbatical leave in 1980 amounted to \$582,000 (1979, \$569,000).
- c) The estimated unrecorded liability for vacation pay at April 30, 1980 was \$241,000 (April 30, 1979, \$227,000).
- d) According to an actuarial report dated May 3, 1978, the pension plan of the University at July 1, 1978 had an unfunded liability of \$357,900. It is expected that this liability will be amortized over the next fifteen years with a minimal increase in regular monthly employer contributions.

LAURENTIAN UNIVERSITY OF SUDBURY

NOTES TO FINANCIAL STATEMENTS

(concluded)

YEAR ENDED APRIL 30, 1980

9. STATEMENT PRESENTATION

Certain 1979 figures have been reclassified where necessary to conform with the presentation adopted for 1980.

THIS IS EXHIBIT “E” TO THE AFFIDAVIT OF JEFFREY A. PRESZLER, SWORN BEFORE
ME THIS 15th DAY OF MARCH, 2022

“*ARON ZALTZ*”

A Commissioner for taking Affidavits

Re: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Aron Zaltz <azaltz@preszlerlaw.com>

Sat 3/5/2022 3:36 PM

To: Maria Konyukhova <MKonyukhova@stikeman.com>; Andrew Hanrahan <AHanrahan@tgf.ca>; Jeff Preszler <jpreszler@preszlerlaw.com>; barbararobinsonsa@projects.filevine.ca <BarbaraRobinsonSA@projects.filevine.ca>

Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>

Counsel,

Thank you for these productions.

Appreciating that the monitor is not in possession of LU's books and records, I respectfully question the accuracy of the representation that the records I have requested are not in the Monitor's control or power. Such control and power- as distinct from possession- appears to be squarely within the contemplation of paragraph 31(i) of the Amended and Restated Initial Order, which states that the Monitor "**is empowered to...have full and complete access to...books, records, data, including data in electronic form, and other financial documents of the Applicant, wherever situate...**"

In any event, Statement 3 for the April 30, 1979-April 30, 1980 Fiscal Year indicates an operating deficit incurred and committed funds in respect of self insurance.

Accordingly, the next question to be addressed pursuant to paragraph 34 of the Amended and Restated Initial Order is as to the disposition of claims arising during the period of LU's self- insurance under whatever first party general liability coverage succeeded LU's self insurance.

The answer to this question would obviously flow from the information I requested on the same grounds on February 28, 2022, which remains outstanding; nevertheless, if you provide me with a satisfactory answer in response to *this* request, I will resile from the February 28 request.

In any event, I draw your attention to *Royal & Sun Alliance Insurance Company of Canada v Community Electric Ltd.*, 2020 SKCA 17, which endorsed a 4 part analysis for determining whether self-insurance gives rise to the same equities as traditional first-party coverage:

- (i) whether the self insurance obligation operates for the benefit of the insured;
- (ii) whether the self-insurance corresponds to "the nature of insurance" at common law;
- (iii) effect of any provincial "financial responsibility" legislation; and,
- (iv) public policy implications.

With the expectation that the Monitor will concomitantly meet its duties under paragraph 34 of the Initial and Restated Amended Order, I am inclined to put the question of the equities arising from the self-insurance evidenced at the material time directly to the Court, subject to your provision of any jurisprudence obviating this question.

I trust this is satisfactory.

Aron Zaltz
Associate, Preszler Injury Lawyers

From: Maria Konyukhova <MKonyukhova@stikeman.com>

Sent: Friday, March 4, 2022 6:49 PM

To: Aron Zaltz <azaltz@preszlerlaw.com>; Andrew Hanrahan <AHanrahan@tgf.ca>; Jeff Preszler <jpreszler@preszlerlaw.com>; barbararobinsonsa@projects.filevine.ca <BarbaraRobinsonSA@projects.filevine.ca>

Cc: D. J. Miller <DJMiller@tgf.ca>; Sanja Sopic <SSopic@stikeman.com>

Subject: RE: LU - Claim of Barbara Jean Robinson - CURIE Insurance Policies [IMAN-CLIENT.FID152616]

Mr. Zaltz,

We are in receipt of your request for certain records. We agree that a cooperative approach is in the interest of all parties, however, we disagree with your suggestion that best practices required LU to permanently retain all of the records you have requested. Further, we note that in a CCAA proceeding, a Monitor does not take possession of a CCAA debtor's books and records. The records you have requested are thus not in the Monitor's possession, control or power.

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

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

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

Proceedings commenced at Toronto

**AFFIDAVIT OF JEFFREY A. PRESZLER, SWORN
MARCH 15, 2022**

PRESZLER INJURY LAWYERS

151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO #53820W
jpreszler@preszlerlaw.com

Aron Zaltz LSO# 71115B
azaltz@preszlerlaw.com

Tel: (416) 364-2000
Fax: (416) 364-7027

Lawyers for the Moving Party, Barbara Robinson

RCP-E 4C (September 1, 2020)

TAB 3



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

THURSDAY, THE 11TH

JUSTICE MORAWETZ

)

DAY OF FEBRUARY, 2021

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

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

Applicant

AMENDED AND RESTATED INITIAL ORDER

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

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

SERVICE AND DEFINITIONS

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

NON-APPLICANT STAY PARTY

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PENSION PLAN

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

provided that nothing in this Order shall:

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

LIMITED STAY IN RESPECT OF THE NON-APPLICANT STAY PARTY

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

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

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

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

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

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

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

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

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

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

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

DIP FINANCING

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

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

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

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

SEALING PROVISION

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

GENERAL

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

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

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

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

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

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

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

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

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

CHIEF JUSTICE G.B. MORAWETZ

Schedule "A"
Real Property

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

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

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

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

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

**AMENDED AND RESTATED INITIAL
ORDER**

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# 699931)
Email: mgrossell@tgf.ca

Andrew Haurahan (LSO# 78003K)
Email: ahanrahan@tgf.ca

Derek Harland (LSO# 79504N)
Email: dharland@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Applicant