

TAB 4



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

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Barbara Jean Robinson

Plaintiff

and

University of Sudbury

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

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

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

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

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

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

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

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

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

Date _____ Issued by _____
Local Registrar

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

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

CLAIM

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

PARTIES

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

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

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

THE PLAINTIFF’S ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (p) it failed to take steps to investigate the activities of Sahadat, once it was fully aware of his misconduct, in an effort to locate and assist any victims including the Plaintiff, Robinson; and,
- (q) it failed to adequately counsel and assist the Plaintiff, Robinson, once it knew of Sahadat's behaviours.

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

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

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

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

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

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

DAMAGES

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

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

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

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

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

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

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

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

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

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

PUNITIVE DAMAGES

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

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

CAUSATION

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

DISCOVERABILITY

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

FRAUDULENT CONCEALMENT

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

STATUTES RELIED UPON

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

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

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

JURISDICTION

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

(Date of issue)

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

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Lawyers for the Plaintiff

Barbara Jean Robinson
Plaintiff

-and- University of Sudbury
Defendant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

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

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Tel: (416) 364-2000

Lawyers for the Plaintiff

RCP-F 4C (September 1, 2020)

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	MONDAY, THE 31ST
	)	
JUSTICE MORAWETZ	)	DAY OF MAY, 2021

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

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

Applicant

AMENDED AND RESTATED CLAIMS PROCESS ORDER

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

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

SERVICE

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

DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

MONITOR'S ROLE

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

NOTICE TO CREDITORS

7. **THIS COURT ORDERS** that:

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

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

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

CLAIMS BAR DATES

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

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

PROOFS OF CLAIM

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

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

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

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

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

ESTABLISHMENT OF INSPECTOR GROUP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEW OF PROOFS OF CLAIM

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

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

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

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

DISPUTE NOTICE

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

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

RESOLUTION OF CLAIMS

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

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

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

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

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

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

DETERMINATION OF PROVEN CLAIM

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

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

NOTICE OF TRANSFEREES

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

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

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

COMPENSATION CLAIMS

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

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

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

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

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

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

PROTECTIONS FOR MONITOR

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

DIRECTIONS

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

SERVICE AND NOTICE

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

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

ERNST & YOUNG INC.

Court-appointed Monitor of Laurentian University of Sudbury

100 Adelaide Street West, PO Box 1

Toronto, Ontario

Canada M5H 0B3

Attention: Laurentian University Claims

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

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

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

MISCELLANEOUS

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

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

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

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

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



CHIEF JUSTICE G.B. MORAWETZ

SCHEDULE "A"

NOTICE TO CREDITORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE "B"

INSTRUCTION LETTER

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

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

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

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

INSTRUCTION LETTER

CLAIMS PROCESS

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

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

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

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

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

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

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

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

FOR CREDITORS SUBMITTING A PROOF OF CLAIM

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

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

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

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

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

ADDITIONAL FORMS

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

DATED this ____ day of May, 2021

SCHEDULE “C”

PROOF OF CLAIM

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

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

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

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

PROOF OF CLAIM

1. PARTICULARS OF CREDITOR

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

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

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

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

3. PROOF OF CLAIM

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

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

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

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

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

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

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

☐ Total Unsecured Claim of \$ _____

☐ Total Secured Claim of \$ _____

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

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

5. PARTICULARS OF CLAIM:

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

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

FILING OF CLAIM

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

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

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

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

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

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

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

Witness Name:

Name of Creditor: _____

Signature of Creditor:

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

Name: _____

Title: _____

SCHEDULE “D”

NOTICE OF REVISION OR DISALLOWANCE

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

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

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

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

NOTICE OF REVISION OR DISALLOWANCE

TO:

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

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

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

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

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

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

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

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

SCHEDULE “E”
DISPUTE NOTICE

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

DISPUTE NOTICE

1. PARTICULARS OF CREDITOR

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

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

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

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

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

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

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

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

4. REASONS FOR DISPUTE:

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

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

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

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

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

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

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

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

Proceedings commenced at Toronto

**AMENDED AND RESTATED CLAIMS PROCESS
ORDER**

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

D.J. Miller (LSO# 344393P)

Email: djmiller@tgf.ca

Mitchell W. Grossell (LSO# 69993I)

Email: mgrossell@tgf.ca

Andrew Hanrahan (LSO# 78003K)

Email: ahanrahan@tgf.ca

Derek Harland (LSO# 79504N)

Email: धारland@tgf.ca

Tel: 416-304-1616

Lawyers for the Applicant

TAB 6

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

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

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

Applicant

AFFIDAVIT OF NORMAND LAVALLEE

I, Normand Lavallee, of the City of Greater Sudbury, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

Background

1. I have been employed at Laurentian University of Sudbury ("LU") as the Associate Vice President, Finance and Administration since August 1, 2010.
2. In my role as Associate Vice President, Finance and Administration, I am aware of the financial records currently maintained by LU, including any historical financial records still held by LU.
3. As such, I have knowledge of the matters hereinafter deposed to, except where I have obtained information from others. Where I have obtained information from others, I have stated the source of the information and believe it to be true to the best of my knowledge.

LU's Historical Financial Records

4. LU's Department of Financial Services is responsible for maintaining LU's financial records. I oversee the personnel in LU's Department of Financial Services that are responsible for maintaining those records.
5. The financial records maintained by LU for the period prior to 2003 are very limited. Prior to 2003, LU does not have electronic records of payments and transactions.
6. For the period prior to 2003, LU has a manual general ledger that goes back to 1978, but the general ledger does not contain any detailed information. The general ledger only contains control account information, which shows batch totals of payments made and deposits received, but it does not contain information identifying specific transactions, payments made, or payees. The general ledger is only maintained in hard copy.
7. For this time period, LU does not have any invoices, nor does it have any other records that reflect specific payments made or payees. LU has a document retention policy pursuant to which these documents are maintained for seven years and are then destroyed.
8. In addition to the general ledger, LU has year-end working papers for 1998 to present. LU also has year-end working papers for 1975.
9. The general ledger and the year-end working papers are held in a physical vault on LU's campus. In the vault, LU maintains various hard copy records including the financial records I described above.

Search of LU Financial Records

10. I have been advised that a claim has been asserted against LU related to an alleged incident of sexual assault that occurred in or around 1979.
11. I first became aware of this claim when Ray Coutu, who was then LU's Director of Procurement, Contract, and Risk contacted me in April 2021. Mr. Coutu informed me that he was undertaking a search of LU's records for an insurance policy from the time period in or around 1979 that might provide coverage for the claim. Mr Coutu asked me to search the records in LU's Department of Financial Services to see whether any insurance policies or relevant information might be available.
12. At that time, I undertook a search of the records I discussed above that are maintained by the Department of Financial Services but did not locate any files related to insurance. As noted above, the general ledger does not contain detailed information that would identify payees, nor does LU have invoices or other records from that time period that identify payees. As a result, the records did not assist in identifying potential brokers or insurers in or around 1979. I informed Mr. Coutu that I had not located any policies or relevant information.
13. In or about February 2022, I conducted an additional search of LU's records to determine whether any information could be located to identify LU's insurer in or around 1979. In the vault mentioned above, I located a year-end working paper regarding LU's calculation of prepaid insurance from 1975. The working paper is handwritten and difficult to read, but it appears to indicate that Reed, Shaw, Stenhouse, which I understand was an insurance broker, provided some services for LU in 1975.

14. I have made all reasonable, good faith efforts to review the available financial records maintained by LU related to the time period in or around 1979. Other than what I have described in this affidavit, I am not aware of any other potential sources of information that may assist with locating a policy or identifying an insurer from in or around 1979.
15. This affidavit is sworn for use in LU's claims process in the above-captioned proceeding, and for no other or improper purpose.

SWORN before me via videoconference by
NORMAND LAVALLEE located in the
City of Greater Sudbury, in the Province of
Ontario, before me at the City of Toronto,
in the Province of Ontario, this 4th day of
March, 2022, in accordance with O. Reg
431/20, *Administering Oath or Declaration
Remotely*.



Commissioner for Taking Affidavits


NORMAND LAVALLEE

Gail Ellen Oxtoby, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires August 7, 2022

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

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

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

Proceedings commenced at Toronto

AFFIDAVIT OF NORMAND LAVALLÉE

THORNTON GROUT FINNIGAN LLP
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Toronto, ON M5K 1K7

D.J. Miller (LSO# 34393P)
Email: djmillier@tgf.ca

Mitchell W. Grossell (LSO# 69993I)
Email: mgrossell@tgf.ca

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Email: ahanrahan@tgf.ca

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

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

Lawyers for the Applicant

TAB 7

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

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

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

Applicant

AFFIDAVIT OF RAYMOND COUTU

I, Raymond Coutu, of the City of Greater Sudbury, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

Background

1. I was employed at Laurentian University of Sudbury ("LU") from December 1, 1992 until November 30, 2021. Since approximately 2007, I was the Director of Procurement, Contract, and Risk. I am currently employed by LU on a term part-time appointment, reporting to the Vice President of Finance and Administration.
2. As such, I have knowledge of the matters hereinafter deposed to, except where I have obtained information from others. Where I have obtained information from others, I have stated the source of the information and believe it to be true to the best of my knowledge.
3. In my role as Director of Procurement, Contract, and Risk at LU, I was responsible for, among other things, procuring insurance coverage for LU and notifying LU's insurers' of claims or potential claims under LU's various insurance policies. As a result, I am generally aware of the various insurance policies maintained by LU and the insurers for

those policies. In my role as Director of Procurement, Contract, and Risk, I was also generally familiar with the records held in LU's files with respect to its insurance policies.

LU's Records Regarding Insurance Policies

4. Until very recently, LU's insurance policies and related records have been held solely in paper copies.
5. Since the mid-1990s, LU has maintained several hard copy files related to insurance policies, including copies of the policies where available, broker information, certificates of insurance, placement agreements, and some incident reports. Until June 2011, my office was responsible for maintaining these records. From June 2011 until June 2017, the Manager of Risk and Insurance, David Caniff, reporting to the Department of Campus Safety, was responsible for maintaining the records. In June 2017, my office resumed responsibility for maintaining LU's insurance records and the Manager of Risk and Insurance transferred all records back to me and my office.
6. For insurance policies prior to the mid 1990s, I was provided with two large file folders from the Vice President of Administration, Ron Chrysler, when he retired in approximately the mid 2000s. These file folders comprise all records that I am aware of relating to any insurance held by LU prior to the mid 1990s. To the best of my knowledge, they include original copies of prior insurance documents in LU's possession, as well as memos and documents related to claims.
7. With respect to these records for insurance policies prior to the mid 1990s, I was reliant on whatever records were historically maintained by LU and were kept in the files prior to my

employment. The records do not appear to be complete and it does not appear that all historical policies are in the files. In particular, I did not locate any information in the files related to LU's insurance prior to 1982-83.

8. In addition to the records I described above, LU has a physical vault that maintains various hard copy records.

Search for Historical Liability Insurance Policy

9. In March 2021, I was advised by Celeste Boyer, internal Legal Counsel for LU, of a potential claim regarding an alleged incident of sexual assault that occurred in or around 1979.
10. I immediately undertook an effort to locate an insurance policy providing coverage in or around the 1979 timeframe. The following summarizes my efforts to locate such a policy.
11. In March 2021, I made a request to Celeste Boyer, to search LU's vault for any insurance policies from that time period. On or about March 25, 2021, Ms. Boyer informed me that she had conducted a search of the vault and no such policies were located.
12. I conducted a review of LU's records that were available related to insurance and historical insurance policies. As noted above, the relevant records that I searched consisted of paper records that date back to the early 1980s. I did not locate any insurance policies for the 1979 time period, nor did I locate any information in those records that indicated who LU's liability insurer was in or around 1979.

13. The records that I reviewed indicated that LU's insurance broker in the 1980s may have been W. Bruce Martin Insurance Limited ("**Bruce Martin**"). My understanding is that Bruce Martin was subsequently acquired by BrokerLink in the late 1990s. On or about March 26, 2021, I called Brian Coufal, a Senior Commercial Account Executive at BrokerLink and explained that LU was attempting to locate its insurer in the 1979 time period and I requested that BrokerLink review their files to see if any relevant information could be located. I called Mr. Coufal again on or about March 30, 2021 and he informed me that BrokerLink did not have any records available prior to 1996. In a follow-up conversation on or about April 8, 2021, Mr. Coufal also confirmed that BrokerLink did not have any relevant information in its archives.
14. I also spoke to certain former LU employees to see if they were aware of any additional files or information that might assist in locating a policy or insurer from in or around 1979. Specifically, on or about March 30, 2021, I spoke to Ron Chrysler, LU's former Vice President of Administration. Mr. Chrysler confirmed that he was not aware of any additional files or information related to insurance that would assist my search. Additionally, on or about April 14, 2021, I spoke to Gerry Labelle, LU's former Manager of Finance. Mr. Labelle confirmed that he had no additional information to assist my search.
15. On or about April 19, 2021, I spoke to Andre Whissell, LU's Manager of Treasury, Trust, and Capital. Mr. Whissell confirmed that he had no additional information to assist my search.

16. I also reached out to LU's current insurer to see if they could provide any information that would assist my search. On or about April 20, 2021, I spoke to Stewart Roberts, Claims Manager at CURIE, which currently provides LU's liability insurance policy (among other policies). I asked if Mr. Roberts had any suggestions on how to locate LU's prior insurer, but he did not have any such suggestions.
17. In addition, on or about June 1, 2021, I spoke to Murray Davidson, Senior Vice President for Marsh Canada Inc. ("**Marsh**"), which is the broker for certain of LU's insurance policies, including LU's current Umbrella insurance policy. I asked Mr. Davidson if Marsh brokered an Umbrella insurance policy for LU in the 1979 time period. On or about August 11, 2021, Mr. Davidson informed me that Marsh's paper records do not go back to 1979, so Marsh is unable to retrieve a file from that time period.
18. I also had a discussion with Normand Lavallee, LU's Associate Vice-President of Financial Services, on or about April 9, 2021. Mr. Lavallee informed me that he did not locate any files related to insurance in the Finance department's records.

Conclusion

19. I believe that I have made all reasonable, good faith efforts to review the records that I am aware of and could locate to the best of my knowledge, and investigate any potential means of identifying LU's liability insurer in or around 1979. In my view, and as detailed above, I have made inquiries of all potential sources of information that would assist in the search. Other than what I have described in this affidavit, I am not aware of any other potential sources of information that may assist with locating a policy or identifying an insurer from that time period.

20. This affidavit is sworn for use in LU's claims process in the above-captioned proceeding, and any related proceedings, and for no other or improper purpose.

SWORN before me via videoconference by
RAYMOND COUTU located in the City
of Greater Sudbury, in the Province of
Ontario, before me at the City of Pickering,
Regional Municipality of Durham, in the
Province of Ontario, this 2nd day of
March, 2022, in accordance with O. Reg
431/20, *Administering Oath or Declaration
Remotely*.



Commissioner for Taking Affidavits

Roxana Gabriela Manea, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2024.



RAYMOND COUTU

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 RAYMOND COUTU

THORNTON GROUT FINNIGAN LLP

3200 – 100 Wellington Street West
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D.J. Miller (LSO# 34393P)

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Derek Harland (LSO# 79504N)

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Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicant

TAB 8

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 BARBARA ROBINSON

I, Barbara Robinson, of the Village of Cayuga, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am:

(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,

(iii) 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. I was a student duly enrolled by LU at all material times, including in the year 1979, at or about which time the losses I have alleged in the USudbury action took place. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a true copy of my transcript from LU.
3. I am aware of *The Laurentian University of Sudbury Act* SO 1960, c. 151, as amended, and that at all material times University of Sudbury employed Professor John Sahadat, the alleged tortfeasor with respect to: (i) the losses underlying my claim in the CCAA claims process; (ii) the relief sought on this lift-stay motion; and (iii) the damages claimed in the USudbury action, with respect to which the joinder of LU is sought on grounds of vicarious liability.
4. At all material times, with respect to the acts and transactions I have alleged as a creditor in the CCAA Claims Process and as a Plaintiff in the action, I believed that LU provided Professor John Sahadat with a position of trust and authority over its duly enrolled students, including myself, as the Professor responsible for delivery of the following LU courses in which I was duly enrolled, as set out in my transcript from LU, a true copy of which is attached as **Exhibit “A”**, above:

1979 Spring-Summer Terms

RLST-2270EL Eastern Religious Traditions

1979-1980 Fall-Winter Terms

RLST-2297EL Mysticism: Eastern and Western

RLST-3235EL Judao Islamic Religions

5. The wrongful acts and transactions for which I have alleged, as a creditor in the CCAA Claims Process and as Plaintiff in the action, that LU and University of Sudbury are both vicariously, as well as jointly and severally liable, occurred on premises which, at all material times, I believed to be under the responsibility and control of LU.
6. I undertake, in the event that the relief sought on the lift-stay motion is granted, to immediately withdraw my claim from the CCAA Claims Process.

SWORN REMOTELY by Barbara Robinson
 of the Village of Cayuga 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:

"ARON ZALTZ"

Commissioner for Taking Affidavits

Barbara Robinson

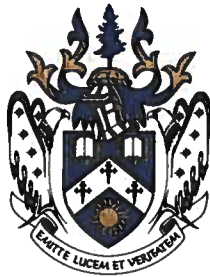
BARBARA ROBINSON

THIS IS EXHIBIT “A” TO THE AFFIDAVIT OF BARBARA ROBINSON, SWORN BEFORE
ME THIS 15th DAY OF MARCH, 2022

“*ARON ZALTZ*”

A Commissioner for taking Affidavits

LAURENTIAN UNIVERSITY
Office of the Registrar
ACADEMIC TRANSCRIPT



UNIVERSITÉ LAURENTIENNE
Bureau du secrétaire général
RELEVÉ DE NOTES

Camila Viana
151 Eglinton Avenue West
Toronto ON M4R 1A6

ID : 0034173
Name : Barbara J. Robinson
Date : 02/25/21

Academic Programs

BA (General)

09/75

Admit Status

UG+ Sec School-Ontario Current

Academic Record

1975-1976 Fall-Winter Terms

Mark Credit Med Enrl

GEOL-1020EL Understanding the Earth

60 6.0 n/a n/a

1979 Spring-Summer Terms

Mark Credit Med Enrl

RLST-2270EL Eastern Religious Traditions

72 6.0 n/a n/a

1979-1980 Fall-Winter Terms

Mark Credit Med Enrl

RLST-2297EL Mysticism: Eastern and Western

67 6.0 n/a n/a

RLST-3235EL Judao Islamic Religions

70 6.0 n/a n/a

1987 Spring-Summer Terms

Mark Credit Med Enrl

WOMN-1005EL Women in Modern Society

10 0.0 n/a n/a

Cumulative Average: 67.25

*****End of Record*****

Page

1

AN OFFICIAL TRANSCRIPT BEARS AN AUTHORIZED LAURENTIAN UNIVERSITY SIGNATURE

UN RELEVÉ DE NOTES PORTE UNE SIGNATURE AUTORISÉE DE L'UNIVERSITÉ LAURENTIENNE

LAURENTIAN UNIVERSITY - 935 RAMSEY LAKE ROAD, SUDBURY ONTARIO CANADA, P3E 2C6

Serge Demers

Registrar - Secrétaire général

UNIVERSITÉ LAURENTIENNE - 935, CHEMIN DU LAC RAMSEY, SUDBURY (ON) CANADA, P3E 2C6

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 BARBARA ROBINSON, 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 9

PROOF OF CLAIM

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

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

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

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

PROOF OF CLAIM

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	Barbara Jean Robinson
Full Mailing Address of Creditor:	Please contact my solicitors Preszler Injury Lawyers at the address below: 151 Eglinton Avenue West Toronto, ON, M4R 1A6
Telephone Number of Creditor:	416-364-2000 (ext. 514 and 516)
E-mail Address of Creditor:	kserbu@preszlerlaw.com cviana@preszlerlaw.com
Attention (Contact Person):	Kelly Serbu, Q.C. Legal assistant: Camila Viana

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

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

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

3. PROOF OF CLAIM

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

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

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

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

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

	Class of Claim Against the Applicant (Pre-Filing Claims, Restructuring Claim)	Amount of Claim Against the Applicant (include the foreign currency if not Canadian dollars)
1.	Litigation Claim	\$ 5,000,000.00 (FIVE MILLION DOLLARS)
2.	_____	\$ _____
TOTAL AMOUNT OF CLAIMS		\$ 5,000,000.00 (FIVE MILLION DOLLARS)

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

- ☐ Total Unsecured Claim of \$ 5,000,000.00 | Draft of Statement of Claim enclosed
- ☐ Total Secured Claim of \$ _____

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

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

5. PARTICULARS OF CLAIM: Draft of Statement of Claim enclosed

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

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

FILING OF CLAIM

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

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

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

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

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

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

Dated at Toronto this 28th day of July, 2021.

Kelly Serbu.

Witness Name:

Name of Creditor: Barbara Jean Robinson

Signature of Creditor:

Barbara Robinson

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

Name: _____

Title: _____

This document was signed by:

Barbara Robinson

Barbara Robinson

Vinesign

Date 7/15/2021 4:48 PM UTC

Phone 9055206096

IP Address 74.14.15.215

Confirmation A9D09FEAE96A04A0F9FC37D14ECB4512
E184BF6C6D9C6BFD223C10A6566B9E5B



VINESIGN.COM

TAB 10

NOTICE OF REVISION OR DISALLOWANCE

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

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

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

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

NOTICE OF REVISION OR DISALLOWANCE

To: Barbara Jean Robinson
c/o Kelly Serbu, Preszler Injury Lawyers, counsel for Ms. Robinson

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

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

Claim Type	Amount of Claim per Proof of Claim	Disallowed Amount	Allowed as Revised
Pre-Filing Claim: Litigation Claim	\$5,000,000 CAD	\$5,000,000 CAD	\$0.00
Total Claim	\$5,000,000 CAD	\$5,000,000 CAD	\$0.00

Reasons for Disallowance: See attached Schedule "A".

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Dispute Notice in accordance with the Amended and Restated Claims Process Order, such that it is received by the Monitor by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the

following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

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

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

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

DATED at Toronto this 1 day of February, 2022.

SCHEDULE “A”

Reasons for Disallowance of Claim of Barbara Jean Robinson (the “Claimant”)

The Monitor acknowledges the personal and important matters raised in Mrs. Robinson’s claim. However, for the reasons detailed below, the Monitor must disallow Mrs. Robinson’s claim against LU in its entirety.

LU is Not Vicariously Liable for the Alleged Conduct

Mrs. Robinson raises serious allegations against Professor Sahadat. The vicarious liability Mrs. Robinson alleges against LU flows from her belief that Professor Sahadat was employed by LU at the time the alleged conduct occurred. However, the Monitor understands 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.

Based on the research conducted by the Monitor, there is no legal basis for placing vicarious liability for sexual assault in circumstances where the defendant was not the employer of the alleged perpetrator and did not exercise control over the alleged perpetrator. In fact, the leading case law supports the position that imposing vicarious liability on LU in these circumstances would not be appropriate as LU did not employ the alleged perpetrator, it had no role in his hiring, and University of Sudbury (the actual employer) had no authority to incur liability on LU’s behalf.

The relevant caselaw also would not impose vicarious liability on LU even if Professor Sahadat was employed by LU for the following reasons. In this case, (1) the alleged wrongful act (Professor Sahadat’s alleged sexual assault) is not sufficiently related to conduct authorized by his employer, (2) there is not a significant connection between the employer’s creation or enhancement of a risk and the wrong complained of, and (3) the employer’s only true connection to the alleged assault is merely incidental: “time and place”, in that the events allegedly happened on LU property. That is not sufficient for vicarious liability to arise in Canadian law.

Lastly, Mrs. Robinson has not provided any evidence in support of her allegations or to support her claim for damages.

A Negligence Claim is not Made Out Against LU

Mrs. Robinson’s allegations also do not establish a negligence claim against LU. The allegations in the Statement of Claim do not establish a breach of the duty of care LU may owe to its students.

First, the vast majority of the alleged breaches of duty rely on the incorrect allegation that LU was Professor Sahadat’s employer. Since LU was not Professor Sahadat’s employer, these allegations do not establish breaches of a duty by LU.

Second, the remaining negligence allegations against LU are insufficiently particularized or supported by evidence. Mrs. Robinson alleges that LU failed to warn her about Professor

Sahadat's propensities, failed to render assistance to her once LU became aware of the behavior of Professor Sahadat, and failed to warn Professor Sahadat's supervisors and students of his difficulties as a professor. There is no evidence offered in support of any of these allegations. Moreover, the allegations in the Statement of Claim contain factual gaps and are insufficient to support these allegations. Finally, Mrs. Robinson has not provided any evidence that would establish that she suffered damages or that LU's alleged negligence caused those damages.

TAB 11

SCHEDULE "E"
DISPUTE NOTICE

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

DISPUTE NOTICE

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	Barbara Jean Robinson
Full Mailing Address of Creditor:	Please contact my solicitors Preszler Injury Lawyers at the address below: 151 Eglinton Avenue West Toronto, ON, M4R 1A6
Telephone Number of Creditor:	416-364-2000 Ext. 221
E-mail Address of Creditor:	jpreszler@preszlerlaw.com
Attention (Contact Person):	Jeffrey Preszler - Managing Lawyer

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

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

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

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

We hereby disagree with the value of our Claim as set out in the Notice of Revision or Disallowance dated February 1st, 2022, as set out below:

Claim Type (Pre-filing Claim, Restructuring Claim)	Claim as Allowed or Revised per Notice of Revision or Disallowance	Claim amount per Creditor
Pre-Filing Claim	\$ 0.00	\$ 5,000,000 CAD
	\$	\$
	\$	\$
	\$	\$

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

4. REASONS FOR DISPUTE:

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

Ms. Robinson was sexually assaulted by a professor at Laurentian University, the University is vicariously liable for the actions of this professor who committed the sexual assault on University property. The Court Monitor is not able to determine whether or not the University is vicariously liable for the actions of the professor. That is the role of a Court. We take issue with any suggestion that the University is not vicariously liable.

Furthermore, we were informed by the Court Monitor that they were unable to locate insurance during the time. Our client was sexually assaulted by the professor on University property. We are not satisfied that all necessary steps, actions and investigations have taken place to discover who the insurer was at the time of the abuse.

We request that there be a formal hearing before the Court to determine whether or not this claim is able to proceed. We also request an extension in order to review this matter in further detail and also request that the University provides us with all documentation they have in their possession relating to the professor Sahadat suggesting that the University is not vicariously liable which would include any agreements between their University and the Sudbury University along with all materials, information relating to the investigation to locate an insurance policy that would have been effect at the time of the sexual assault.

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

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

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

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

Proceedings commenced at Toronto

MOTION RECORD

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)