

**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**

**SUPPLEMENTAL RESPONDING MOTION RECORD
(Re: Robinson Stay)
(Returnable April 8, 2022)**

April 7, 2022

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

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

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

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

Tel: 416-304-1616

Lawyers for the Applicant

TO: SERVICE LIST

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**

SUPPLEMENTAL RESPONDING MOTION RECORD

INDEX
(Re: Robinson Stay)
(Returnable April 8, 2022)

Tab	Document	Page No.
1.	Supplementary Affidavit of Bobbie-Jo Brinkman sworn on April 7, 2022	1
A.	Exhibit "A" - Order of the Honourable Chief Justice Morawetz dated December 20, 2021	4
B.	Exhibit "B" - Scanned PDF titled Laurentian University Prepaid Insurance Working Paper dated July 29, 1975	9
C.	Exhibit "C" - Emails from Andrew Hanrahan of Thornton Grout Finnigan LLP to the Insurers dated April 6, 2022	11
D.	Exhibit "D" - Draft Statement of Claim, which was attached to the Proof of Claim submitted by Barbara Jean Robinson, dated July 28, 2021	19

**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**

**SERVICE LIST
(as at March 30, 2022)**

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

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

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

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

WRIGHT HENRY LLP

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

Tracey Henry

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

Michael D. Wright

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

Danielle Stampley

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

Brendan Scott

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

Lawyers for Laurentian University Staff Union
(LUSU)

MCMILLAN LLP

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

Tushara Weerasooriya

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

Stephen Brown-Okruhlik

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

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

Wael Rostom

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

Peter Giddens

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

Guneev Bhinder

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

Lawyers for Canada Foundation for Innovation

**DELL FINANCIAL SERVICES CANADA
LIMITED**

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

Gregory J. Segal, Legal Counsel

Tel: 416-758-3316

Email: gregory_segal@dell.com

KOSKIE MINSKY LLP

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

Murray Gold

Tel: 416-595-2085

Email: mgold@kmlaw.ca

James Harnum

Tel: 416-542-6285

Email: jharnum@kmlaw.ca

Lawyers for Ontario Confederation of
University Faculty Associations

Andrew J. Hatnay

Tel: 416-595-2083

Email: ahatnay@kmlaw.ca

Sydney Edmonds

Tel: 416-595-2260

Email: sedmonds@kmlaw.ca

Demetrios Yiokaris

Tel: 416-595-2130

Email: dyiokaris@kmlaw.ca

Lawyers for Thorneloe University

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

BORDEN LADNER GERVAIS LLP

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

Alex MacFarlane

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

Lydia Wakulowsky

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

Charlotte Chien

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

Lawyers for Northern Ontario School of
Medicine

James W. MacLellan

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

Lawyer for Zurich Insurance Company Ltd.

DENTONS CANADA LLP

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

Kenneth Kraft

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

Daniel Loberto

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

Lawyers for Queen's University

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

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

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

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

MCKENZIE LAKE LAWYERS 140 Fullarton Street Suite 1800 London, ON N6A 5P2 Michael J. Peerless Tel: 519-667-2644 Email: mike.peerless@mckenzielake.com Emily Assini Tel: 519-672-5666 Ext. 7359 Email: emily.assini@mckenzielake.com Class Counsel for Representative Plaintiff	NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suit 3000 Toronto, ON M5K 1E7 Evan Cobb Tel: 416-216-1929 Email: evan.cobb@nortonrosefulbright.com Lawyer for Ernst & Young Inc. in its capacity as Monitor of Bondfield Construction Company Limited
MEROVITZ POTECHIN LLP 1565 Carling Avenue, Suite 300 Ottawa, ON K1Z 8R1 David Contant Tel: 613-563-6691 Email: david@mpottawa.com Lawyer for Cy Rheault Construction Limited	HUGH CONNELLY LAW 92 CentrepoinTE Drive Nepean, ON K2G 6B1 Hugh Connelly Tel: 613-723-7007 Email: info@hughconnellylaw.com Lawyer for Lindsay Lotan
HAMEED LAW 43 Florence Street Ottawa, ON K2P 0W6 Yavar Hameed Tel: 613-232-2688 Email: yhameed@hameedlaw.ca Lawyer for Issyakha Camara	DEVRY SMITH FRANK LLP 95 Barber Greene Road, Suite 100 Toronto, ON M5C 3E9 David Schell Tel: 416-446-5096 Email: david.schell@devrylaw.ca Lawyer for Zhiju Zhu

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

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

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

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

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

STOCKWOODS LLP

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

Brian Gover

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

Fredrick R. Schumann

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

Regulatory Counsel to the Applicant

TEPLITSKY, COLSON LLP

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

James M. Wortzman

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

Lawyer for Michael Atkins

E-Service List

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

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

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

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

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

Applicant

**SUPPLEMENTARY AFFIDAVIT OF
BOBBIE-JO BRINKMAN
(sworn April 7, 2022)**

I, Bobbie-Jo Brinkman, of the City of Oshawa, in the Regional Municipality of Durham, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a law clerk at Thornton Grout Finnigan LLP ("**TGF**"), lawyers for Laurentian University of Sudbury ("**Laurentian**"). As such, I have knowledge of the matters hereinafter deposed to, save where I have obtained information from others. Where I do not possess personal knowledge, I have stated the source of my information and belief and, in all such cases, believe such information to be true.
2. By way of Order of the Honourable Chief Justice Morawetz dated December 20, 2021, the Honourable Clement Gascon, the Honourable J. Douglas Cunningham, and W. Niels Ortvad, were appointed as claims officers. Attached as **Exhibit "A"** is the Order of the Honourable Chief Justice Morawetz dated December 20, 2021.

3. Attached as **Exhibit “B”** is a scanned PDF, titled Laurentian University of Sudbury Prepaid Insurance, dated July 29, 1975. This document is referred to in the Affidavit of Normand Lavallee, sworn March 4, 2022.
4. Exhibit B identifies certain insurers that appear to have provided insurance to Laurentian in the 1974-75 time period. Based on the names of the insurers identified in Exhibit B, and subsequent research regarding those insurers’ various name changes, amalgamations, and policy liability transfers, on April 6, 2022, Andrew Hanrahan of TGF sent emails to a number of insurance companies inquiring whether any information was available with respect to insurance policies provided to Laurentian University in or around 1979.

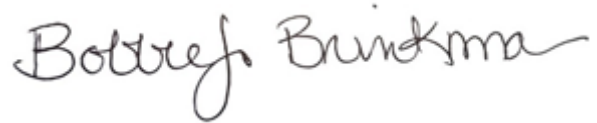
Attached as **Exhibit “C”** are emails from Mr. Hanrahan to the insurers.
5. Attached as **Exhibit “D”** is a copy of the draft Statement of Claim, which was attached to the Proof of Claim submitted by Barbara Jean Robinson, dated July 28, 2021.
6. This affidavit is sworn in response to the Lift Stay Motion of Barbara Jean Robinson and the Lift Stay Motion of the University of Sudbury and for no other or improper purpose.

SWORN remotely via videoconference,
by Bobbie-Jo Brinkman stated as being
located in the City of Oshawa, in the
Province of Ontario, before me at the City
of Toronto, in Province of Ontario, this 7th
day of April, 2022, in accordance with O.
Reg 431/20, *Administering Oath or
Declaration Remotely*



Commissioner for Taking Affidavits, etc.

GAIL OXTOBY



BOBBIE-JO BRINKMAN

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

This is Exhibit "A" referred to in the Affidavit of Bobbie- Jo Brinkman sworn by Bobbie Jo-Brinkman stated as being located in the City of Oshawa, in the Regional Municipality of Durham, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on April 7th, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

GAIL OXTOBY

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

MONDAY, THE 20TH

JUSTICE MORAWETZ

)

)

DAY OF DECEMBER, 2021

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

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



Applicant

ORDER

(Appointment of Claims Officers)

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

ON READING the affidavit of Dr. Robert Haché sworn December 13, 2021 (the "**Haché Affidavit**") and the Exhibits thereto and the Ninth Report of Ernst & Young Inc. in its capacity as court-appointed Monitor (the "**Monitor**") and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland sworn December 16, 2021,

SERVICE AND DEFINITIONS

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

CLAIMS OFFICERS

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

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

GENERAL

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

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



Chief Justice G.B. Morawetz

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

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

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

Proceeding commenced at Toronto

**ORDER
(Appointment of Claims Officers)**

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: dkharland@tgf.ca

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

Lawyers for the Applicant

This is Exhibit “**B**” referred to in the Affidavit of Bobbie- Jo Brinkman sworn by Bobbie Jo-Brinkman stated as being located in City of Oshawa, in the Regional Municipality of Durham, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on April 7th, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

GAIL OXTOBY

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

July 29/75 110

Laurentian University of Sudbury
 paid Insurance
 Fuel & Oil

APR
 LA

Prepared by	Initials	Date
Reviewed by		
Approved by		

			1	2	3	4	5
					Trans	Paid	Prepaid
1	95-203903- Phoenix	fine auto	1-597-	Apr 23/74 - July 1/75		12600 ²	28-
2		Bond money, Punglaup	11-495-	July 1/74 - July 1/75		3100 ²	-
3		fine auto	7-456-	July 1/73 - July 1/74		20000 ²	50-
4			8-400-	July 1 - July 1/75		339100 ²	565-
5	89LG 18020- Astor	insurance					
6							
7	275 BV 86-	Auto - too Punglaup					
8							
9							
10	4012717- Berling	Global -	7-456	July 1/74 - July 1/75		89700 ²	103-
11		Baird Inc.					
12							
13							
14	51-476893- Phoenix						
15		- auto policy					
16							
17	95-203903- Phoenix						
18		Auto					
19	A-8159228- Western	(Royal)	10-553	Apr 19/74 - July 1/75		20200 ²	
20	A-030618 Western	insurance		Sept 1/74 - July 1/75		31000 ²	5483
21		Auto				23300 ²	
22							
23	9728A 4484- PE Power		7-456	July 1/74 - July 1/75		26300 ²	4383
24		Computer Inc.					
25							
26	8159228- Western	insurance	7-456	July 1/74 - July 1/75		332400 ²	55400
27							
28	51-406822- Phoenix						
29		parking lot	7-456	July 1/74 - July 1/75		18900	-
30	51-406821	parking lot	6-418	Apr 12/74 - July 1/75		3300	-
31							
32						868700	
33	Red, Shaw	insurance					
34	45-12906- Finesse	deductible	10-553				
35		"buy-back" line		Aug 13/74 - Apr 30/75		16100	-
36		- end # 8		Aug 13/74 - Apr 30/75		41500	-
37							
38	Apr 27/75	Prover for o/s insurance				1021400	1021400
39		(This could possibly change when a					
40		some dispute regarding Aug 2/75 W. Shaw)					
41		Red, Shaw, Fire insurance Term May 1/75 - Apr 30/76					
42							
43							
44							

PAGE TOTALS

1944600 1165246

agreed to insurance 16

This is Exhibit "C" referred to in the Affidavit of Bobbie- Jo Brinkman sworn by Bobbie Jo-Brinkman stated as being located in City of Oshawa, in the Regional Municipality of Durham, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on April 7th, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits (or as may be)

GAIL OXTOBY

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

Khadija Waqqas

From: Andrew Hanrahan
Sent: Wednesday, April 6, 2022 5:43 PM
To: mgorbet@travelers.com
Subject: Request for Assistance re: Laurentian University Policies [IMAN-CLIENT.FID155699]

Mr. Gorbet,

My firm represents Laurentian University. Laurentian has a claim arising from an incident that took place in or around 1979. Laurentian is trying to identify a CGL policy from that time period, but has not been able to find the relevant policy. Laurentian's records indicate that Aetna Casualty & Surety Company of Canada and St. Paul Insurance may each have provided insurance to Laurentian in the 1970s. We understand that both Aetna and St. Paul subsequently became part of Travelers Insurance Company of Canada. We are reaching out to see what records Travelers may have, if any, with respect to insurance policies provided to Laurentian during this time period.

Could you please let me know as soon as possible what records, if any, are available? If you are not the person best positioned to answer this inquiry, could you please forward it to the appropriate person?

Thank you in advance for your assistance.

Regards,
Andrew

Khadija Waqqas

From: Andrew Hanrahan
Sent: Wednesday, April 6, 2022 5:41 PM
To: frederic.cotnoir@intact.net
Subject: Request for Assistance re: Laurentian University Policies [IMAN-CLIENT.FID155699]

Mr. Cotnoir,

My firm represents Laurentian University. Laurentian has a claim arising from an incident that took place in or around 1979. Laurentian is trying to identify a CGL policy from that time period, but has not been able to find the relevant policy. Laurentian's records indicate that Phoenix Insurance Company may have provided insurance to Laurentian in the 1970s. We understand that Phoenix subsequently became part of ING Novex Insurance Company of Canada. We are reaching out to see what records Novex may have, if any, with respect to insurance policies provided to Laurentian during this time period.

Could you please let me know as soon as possible what records, if any, are available? If you are not the person best positioned to answer this inquiry, could you please forward it to the appropriate person?

If you have any questions or would like to discuss, please don't hesitate to reach out. Thank you in advance for your assistance.

Regards,
Andrew

Khadija Waqqas

From: Andrew Hanrahan
Sent: Wednesday, April 6, 2022 5:23 PM
To: anne.thompson@zurich.com
Subject: Request for Assistance re: Laurentian University Policies [IMAN-CLIENT.FID155699]

Ms. Thompson,

My firm represents Laurentian University. Laurentian has a claim arising from an incident that took place in or around 1979. Laurentian is trying to identify a CGL policy from that time period, but has not been able to find the relevant policy. Laurentian's records indicate that Phoenix Insurance Company may have provided insurance to Laurentian in the 1970s. We understand that Phoenix subsequently became part of Zurich Insurance Company. We are reaching out to see what records Zurich may have, if any, with respect to insurance policies provided to Laurentian during this time period.

Could you please let me know as soon as possible what records, if any, are available? If you are not the person best positioned to answer this inquiry, could you please forward it to the appropriate person?

If you have any questions or would like to discuss, please don't hesitate to reach out. Thank you in advance for your assistance.

Regards,
Andrew

Khadija Waqqas

From: Andrew Hanrahan
Sent: Wednesday, April 6, 2022 5:22 PM
To: steven.wong@rsagroup.ca
Subject: Request for Assistance re: Laurentian University Policies [IMAN-CLIENT.FID155699]

Mr. Wong,

My firm represents Laurentian University. Laurentian has a claim arising from an incident that took place in or around 1979. Laurentian is trying to identify a CGL policy from that time period, but has not been able to find the relevant policy. Laurentian's records indicate that Gerling Global and Western Assurance may have provided insurance to Laurentian in the 1970s. We understand that Gerling Global was subsequently amalgamated into Royal & Sun Alliance Insurance Company of Canada, and Western Assurance is a part of Royal & Sun Alliance. We are reaching out to see what records Royal & Sun Alliance may have, if any, with respect to insurance policies provided to Laurentian during this time period.

Could you please let me know as soon as possible what records, if any, are available? If you are not the person best positioned to answer this inquiry, could you please forward it to the appropriate person?

If you have any questions or would like to discuss, please don't hesitate to reach out. Thank you in advance for your assistance.

Regards,
Andrew

This is Exhibit “D” referred to in the Affidavit of Bobbie- Jo Brinkman sworn by Bobbie Jo-Brinkman stated as being located in the City of Oshawa, in the Regional Municipality of Durham, in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on April 7th, 2022 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

A handwritten signature in dark ink, appearing to read "Gail Oxtoby", written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

GAIL OXTOBY

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

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Barbara Jean Robinson

Plaintiff

and

Laurentian University

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 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.

-2-

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

DRAFT

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 a student at Laurentian University 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, Laurentian University, (hereinafter "Laurentian"), is a duly incorporated body pursuant to Section 58.5(1) of the *Education Act* which has within its geographical boundaries, the Laurentian University, located in the City of Sudbury, in the Province of Ontario, where the Plaintiff, Robinson, was a student and was at all material times the employer of the non-party, John Sahadat, (hereinafter "Sahadat").

BREACH OF DUTY

4. Laurentian University through its professors was granted responsibility and power by the Defendant, Laurentian, to carry out the purposes and responsibilities of the Defendant, Laurentian, in the local area.
5. The Defendant, Laurentian, through the professors of Laurentian University, including Sahadat offered education to students within its geographical boundaries in the City of Sudbury, in the Province of Ontario, which included the Plaintiff, Robinson.
6. The Plaintiff, Robinson, was a student at Laurentian University, whereby Sahadat would teach and converse with the students, including the Plaintiff, Robinson.
7. The Defendant, Laurentian, during all material times, had the following purpose and responsibility:
 - (a) the establishment and maintenance of a uniform set of rules and principles, which collectively define the mission and vision of the Defendant, Laurentian;
 - (b) the establishment of schools to teach and inculcate these rules and principles in its students;
 - (c) the recruitment, selection and training of professors to carry out its purpose; and,
 - (d) the supervision and management of professors.
8. The Plaintiff, Robinson, alleges that Laurentian University, owed a duty of care to students in its campus because of the close proximity of its professors to the education of its students

-5-

as well as the level of trust which its students and others extended to Laurentian University, its professors and employees.

9. The Plaintiff, Robinson, alleges that Sahadat, who was a professor and was a party to a fiduciary relationship, owed a duty of care to the Plaintiff, Robinson, arising out of his relationship of close proximity with the Plaintiff, Robinson.

BREACH OF DUTY/THE ACTS OF LAURENTIAN

10. The Plaintiff, Robinson, alleges that she attended Laurentian University, for the purpose of attaining a university education.
11. The Plaintiff, Robinson, alleges that she met Sahadat as a professor at Laurentian University, in or about 1979.
12. The Plaintiff, Robinson, alleges that Sahadat engaged in activities with the Plaintiff, Robinson, in his capacity as a professor, educating and counselling the Plaintiff, Robinson.
13. The Plaintiff, Robinson, alleges that Sahadat's activities included teaching, mentorship, overseeing school programs, extracurricular activities and providing guidance to students of Laurentian University, including the Plaintiff, Robinson. These activities were carried out for the stated purpose of advancing the students', including the Plaintiff, Robinson's, education.
14. The Plaintiff, Robinson, alleges that Sahadat, through his position as a professor of Laurentian University, and representative of the Defendant, Laurentian, Sahadat was to the Plaintiff, Robinson, a trusted authority figure and fiduciary.

-6-

15. The Plaintiff, Robinson, alleges that Sahadat used his position as a professor of Laurentian University, and/or a representative of the Defendant, Laurentian, which was a position of authority and trust, to develop a close personal relationship with the Plaintiff, Robinson. The relationship that Sahadat developed with the Plaintiff, Robinson, under guise of a professor, allowed Sahadat an opportunity to be alone with the Plaintiff, Robinson, and exert influence and control over her, prey upon her, and sexually abuse her.
16. 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. Plaintiff, Robinson, got pregnant as a result of the assault and had a miscarriage two months later. The particulars of which 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;
 - (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.

-7-

17. The Plaintiff, Robinson, alleges that in order to facilitate abuses, Sahadat engaged in a pattern of behaviour, related to his activities as a professor, which was intended to make the Plaintiff, Robinson, feel that she was special in the eyes of Sahadat.
18. The Plaintiff, Robinson, alleges that Sahadat used his position of authority and trust, as well as the dependency relationship he had fostered with the Plaintiff, Robinson, to assault her and to ensure that the Plaintiff, Robinson, did not tell anyone about the behaviours in which they engaged in.
19. The Plaintiff, Robinson, alleges that Sahadat's behaviour constituted sexual abuse, battery and assault. It was also a breach of the duty of care that he owed to the Plaintiff, Robinson, in that, *inter alia*, he did wilfully and/or negligently inflict pain and suffering, mental suffering, humiliation and degradation upon the Plaintiff, Robinson, assaulted the Plaintiff, Robinson, and interfered with her normal upbringing and education solely for the purpose of his own gratification.
20. The Plaintiff, Robinson, alleges that Sahadat owed a fiduciary duty to the Plaintiff, Robinson, arising from their relationship of professor-student. Sahadat held power over the Plaintiff, Robinson, as a result of his status as professor at Laurentian University. Sahadat engaged in the above-mentioned sexual abuse for his own sexual pleasure and gratification and thereby breached the fiduciary duty which he owed to the Plaintiff, Robinson.
21. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, is liable for the breach of fiduciary duty by Sahadat, and the acts of Sahadat.

-8-

22. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, through its professors at Laurentian University, taught the Plaintiff, Robinson, as well as others that professors can be trusted.
23. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, employed Sahadat to carry out the purposes and teachings of the Defendant, Laurentian, in dealing with the Plaintiff, Robinson. It provided Sahadat with the opportunity and means to come into contact with the Plaintiff, Robinson. It fostered a relationship between Sahadat and the Plaintiff, Robinson. It provided Sahadat with a position of respect, authority and trust. It provided Sahadat with control of classrooms and/or programs inside the geographical boundaries of Laurentian University, which further added to his position of respect and power.
24. 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, Laurentian, and was using the rules, principles, and policies of the Defendant, Laurentian, to further his attempts and engage in deviant activities with the Plaintiff, Robinson.
25. The Plaintiff, Robinson, pleads that the rules, principles, and policies of the Defendant, Laurentian, created an opportunity for Sahadat to exert power and authority over the Plaintiff, Robinson. This power and authority allowed Sahadat to engage in the aforementioned behaviour and to continue to engage in same without resistance or question of the Plaintiff, Robinson, for years without risk of getting caught, and thereby put the Plaintiff, Robinson, at risk of being abused by Sahadat.
26. The Plaintiff, Robinson, pleads that Sahadat was, as a result of his position with the Defendant, Laurentian, allowed to use the Premises owned by the Defendant, Laurentian,

-9-

and occupied by Laurentian University, where the aforementioned acts occurred. He was able to gain access to the Plaintiff, Robinson, and was afforded an opportunity to foster a trusting relationship with the Plaintiff, Robinson, and engage in the aforementioned behaviours without the risk of getting caught and thereby the Defendant, Laurentian, put the Plaintiff, Robinson, at risk of being abused by Sahadat.

27. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, provided Sahadat with the responsibilities and powers as a professor under its employ and provided him with the opportunity to abuse such responsibilities and powers. The abuse by Sahadat was related to the relationship of trust and intimacy between Sahadat and the Plaintiff, Robinson, which arose as a result of Sahadat's position as a professor, a position granted to him by the Defendant, Laurentian.
28. The Plaintiff, Robinson, trusted Sahadat as a result of his 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.
29. The Plaintiff, Robinson, alleges as a result, the Defendant, Laurentian, is vicariously responsible and liable for the actions of Sahadat.
30. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, 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 possibilities of becoming sexually deviant and/or making advances to students and/or other young people;

-10-

- (c) it failed to educate students and/or staff of Laurentian University, about the possibility of such deviant behaviours;
- (d) it failed to properly investigate Sahadat's background, character and psychological state prior to employing him as a professor at Laurentian University;
- (e) it failed to document Sahadat for his shortcomings 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 difficulties 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 such behaviour;
- (h) it fostered a system, based on the rules, principles, and policies of the Defendant, Laurentian, 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 such deviant sexual behaviour of a professor by its 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;

-11-

- (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;
 - (p) it failed to take steps to investigate the activities of Sahadat, once it was fully aware of his shortcomings 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.
31. The Plaintiff, Robinson, alleges that in addition to, and in the alternative to the above, the Plaintiff, Robinson, alleges that the Defendant, Laurentian, knew or ought to have known that Sahadat had the propensity to engage in such deviant behaviours.
32. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, owed a special duty to the Plaintiff, Robinson, by virtue of its relationship with him to counsel and render assistance to the Plaintiff, Robinson, once they became aware of the behaviour of Sahadat.

-12-

33. 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, Laurentian, 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 sexual abuse.
34. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, controlled aspects of the schools, including the formulation of policies and procedures which Laurentian University and its professors were bound to follow, the formulation of policies and procedures for education, and the moving and assigning of professors to and from Laurentian University. Such powers affected the practical and interests of the Plaintiff, Robinson. Due to the nature of their relationship, the Plaintiff, Robinson, was vulnerable to the influences and powers of the Defendant, Laurentian, and depended on the Defendant, Laurentian, for education. The Defendant, Laurentian, as a result of its relationship with the Plaintiff, Robinson, owed the Plaintiff, Robinson, a fiduciary duty.
35. The Plaintiff, Robinson, alleges that the Defendant, Laurentian, for the aforementioned reasons, failed in its duty of care to the Plaintiff, Robinson, and was thereby negligent. The aforementioned behaviours of the Defendant, Laurentian, also constitute a breach of the fiduciary duty which the Defendant, Laurentian, owed to the Plaintiff, Robinson.

DAMAGES

36. The Plaintiff, Robinson, alleges that as a result of the behaviours of Sahadat and the Defendant, Laurentian, she has suffered damages and losses the particulars of which include the following:
- (a) physical pain;

-13-

- (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;
 - (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.
37. 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.
38. 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:

-14-

- (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;
- (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.

39. 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.
40. 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,

-15-

senior care costs, expenses for prescription drugs, medical and psychological treatments and other healthcare costs.

41. 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

42. 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, Laurentian, is severely and vicariously liable.
43. The Plaintiff, Robinson, further alleges that the conduct of the Defendant, Laurentian, described herein was harsh, high-handed, malicious and, as such, should be punished with aggravated and/or punitive damages.

CAUSATION

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

DISCOVERABILITY

45. The Plaintiff, Robinson, pleads and relies upon the discoverability principle. The Plaintiff, Robinson, has only recently been able to face these effects 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

46. The Plaintiff, Robinson, relies upon the doctrine of fraudulent concealment. The Plaintiff, Robinson, alleges that Sahadat and the Defendant, Laurentian, 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

47. 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;
 - (h) *Victims Bill of Rights*, S.O. 1995, c. 6, as amended;

-17-

- (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

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

(Date of issue)

PRESZLER INJURY LAWYERS

151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO# 53820W

jpreszler@preszlerlaw.com

Tel: (416) 364-2000

Fax: (416) 364-7027

Lawyers for the Plaintiff

Barbara Jean Robinson
Plaintiff

-and- Laurentian University
Defendant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

PRESZLER INJURY LAWYERS

151 Eglinton Avenue West
Toronto, ON M4R 1A6

Jeffrey A. Preszler LSO# 53820W

jpreszler@preszlerlaw.com

Tel: (416) 364-2000

Lawyers for the Plaintiff

RCP-F 4C (September 1, 2020)

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

**SUPPLEMENTARY AFFIDAVIT OF BOBBIE-JO
 BRINKMAN**

THORNTON GROUT FINNIGAN LLP

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

D.J. Miller (LSO# 34393P)

Email: djmiller@tgf.ca

Andrew Hanrahan (LSO# 78003K)

Email: ahanrahan@tgf.ca

Mitchell W. Grossell (LSO# 69993I)

Email: mgrossell@tgf.ca

Derek Harland (LSO# 79504N)

Email: dkharland@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicant

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

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

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

Proceedings commenced at Toronto

**SUPPLEMENTAL
RESPONDING MOTION RECORD
(Returnable April 8, 2022)**

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

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

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

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

Tel: 416-304-1616
Lawyers for the Applicant