



Court File No. CL-25-00753536-0000

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

THE HONOURABLE CHIEF) WEDNESDAY THE 17TH
JUSTICE MORAWETZ)
)
) DAY OF DECEMBER, 2025

B E T W E E N :

FABRICE COLIN and TOM FENSKE

Plaintiffs

- and -

FLOYD LAUGHREN, MICHAEL ATKINS, JENNIFER WITTY, CLAUDE LACROIX,
DOMINIC GIROUX, PIERRE ZUNDEL, CAROL MCAULAY, LORELLA HAYES, IAN
WOOD, JOHN POLLESEL, JUDITH WOODSWORTH and ROBERT HACHÉ

Defendants

ORDER

THIS MOTION, made by the Plaintiffs, for, amongst other things, a representative order in favour of each of Fabrice Colin and Tom Fenske and an order approving the settlement entered into between the plaintiffs and the defendants on November 14, 2023, was heard this day via Zoom at the Superior Court of Justice at 330 University Avenue, Toronto, ON.

ON READING the motion record, supplementary motion record and factum of the plaintiffs, filed, and on hearing the submissions of counsel acting for the plaintiffs and the defendants, and on being advised that the motion is on consent of these parties:

1. **THIS COURT ORDERS** that Tom Fenske ("Fenske") is appointed as the representative plaintiff on behalf of the following class of Laurentian University Staff Union ("LUSU") members and retirees, who together comprise all of the individuals on behalf of whom LUSU filed a Proof of Claim dated July 4, 2021 in the Laurentian University of Sudbury ("Laurentian") proceedings under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 ("CCAA"):

- (i) former LUSU who retired while members of LUSU and were receiving benefits from the University's Retiree Health Benefits Plan ("RHBP") as of February 1, 2021 (including the estates of such LUSU retirees);
- (ii) current and former LUSU members who were LUSU members as of February 1, 2021 and were eligible to claim RHBP benefits as of that date (including the estates of such LUSU members); and
- (iii) current and former LUSU members who were LUSU members as of February 1, 2021 and who had contributed to the RHBP at any time prior to that date (including the estates of such LUSU members) (the "LUSU Members").

2. **THIS COURT ORDERS** that Fabrice Colin ("Colin") is appointed as the representative plaintiff on behalf of the following class of Laurentian University Faculty Association ("LUFA") members and former members (including retirees), who together comprise all of the individuals on behalf of whom LUFA filed a Proof of Claim dated July 31, 2021 in the Laurentian CCAA proceedings:

- (i) former members of LUFA who retired while members of LUFA and were receiving RHBP benefits as of February 1, 2021 (including the estates of such retirees);
- (ii) current and former LUFA members who were LUFA members as of February 1, 2021 and were eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such members);
- (iii) current and former LUFA members who were LUFA members as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such members); and
- (iv) members of the Laurentian administration as of February 1, 2021 who were dues-paying members of LUFA at some time prior to February 1, 2021 and contributed to the RHBP at any time prior to that date (including the estates of such members) (the "LUFA Members").

3. **THIS COURT ORDERS** that the "Settlement Class" is defined as all LUSU Members and LUFA Members.

4. **THIS COURT ORDERS** the Common Issues for the Settlement Class are defined as:

- (i) did the Defendants negligently or fraudulently misrepresent the state of the RHBP to the Settlement Class; and
- (ii) in the alternative, did the Defendants knowingly assist Laurentian's breach of trust with respect to the Settlement Class's RHBP contributions.

5. **THIS COURT ORDERS** the Settlement Agreement between the Plaintiffs and the Defendants executed on November 14, 2023 (the "Settlement Agreement") is approved.

6. **THIS COURT ORDERS** that all Excluded D&O Claims held by any former, current or retired members of LUSU and LUFA are released in accordance with the terms of the Release attached hereto as Schedule "A".

7. **THIS COURT ORDERS** that, within thirty (30) day of the date herein, the Defendants shall pay the settlement payment under the Settlement Agreement as follows:

- (a) the sum of \$2,158,530.00 to "Goldblatt Partners LLP IN TRUST"; and
- (b) the sum of \$841,470.00 to "Wright Henry LLP IN TRUST".

8. **THIS COURT ORDERS** that the proposed settlement funds distribution methodology is hereby approved.

9. **THIS COURT FURTHER ORDERS** that there shall be no costs of this motion.



Chief Justice Geoffrey B. Morawetz

SCHEDULE "A"

FULL AND FINAL RELEASE

WHEREAS the Plaintiff Unions, the Laurentian University Faculty Association ("LUFA") and the Laurentian University Staff Union ("LUSU", together with LUFA the "Unions") indicated their intention to commence actions, whether in a representative capacity or otherwise, against the proposed defendants on behalf of all of their members, former members, and/or retirees to recover alleged losses suffered by their members and/or former members and/or retirees arising out of the facts and circumstances leading to Laurentian University filing for CCAA protection in February 2021 and, not limited to but including, any alleged losses that came to light during and/or were incurred during the course of the Laurentian University *CCAA* proceedings (the "**CCAA Proceeding**"), relate to Laurentian University's former Retiree Health Benefits Plan, or that were asserted by the Unions in their respective Proofs of Claim in the *CCAA* Proceeding (the "**Potential Claims**").

WHEREAS the Plaintiffs have represented that they represent current and former employees and retirees of Laurentian University who are or were members of LUSU and/or LUFA, and LUFA has represented that they represent the current and former faculty and retirees of Huntington University ("Huntington"), Thorneloe University ("Thorneloe"), and the University of Sudbury ("U of S"), (together, the "**Federated Colleges**"). These members of the Federated Colleges (the "**Federated College Members**") are accordingly considered a part of LUFA for purposes of this Release.

WHEREAS the Plaintiffs have divided themselves into two classes:

- I. The "LUSU Class," comprised of all individuals on behalf of whom LUSU filed a Proof of Claim dated July 4, 2021 in the *CCAA* Proceeding or on whose behalf LUSU entered into the Tolling Agreement described below, including:
 - i. former members of LUSU who retired while members of LUSU and were receiving benefits from Laurentian University of Sudbury's ("Laurentian" or the "University") Retiree Health Benefits Plan ("RHBP") as of February 1, 2021;
 - ii. current and former LUSU members who were LUSU members as of February 1, 2021 and were eligible to claim RHBP benefits as of that date; or
 - iii. current and former LUSU members as of February 1, 2021 who had contributed to the RHBP at any time prior to that date.

II. The "LUFA Class," comprised of all individuals on whose behalf LUFA filed a Proof of Claim dated July 31, 2021 in the *CCAA* Proceeding or on whose behalf LUFA entered into the Tolling Agreement described below, including:

- iv. former members of the LUFA who retired while members of LUFA and were receiving RHBP benefits as of February 1, 2021;
- v. current and former LUFA members who were LUFA members as of February 1, 2021 and were eligible to claim RHBP benefits as of February 1, 2021; or
- vi. current and former LUFA members who were LUFA members as of February 1, 2021 and had contributed to the RHBP at any time prior to that date, as well as current or former LUFA members who were otherwise eligible for RHBP benefits as of or after February 1, 2021, or whose Director & Officer claims were excluded by virtue of the LUFA Proof of Claim dated July 30, 2021 or the Proofs of Claim submitted by any of Huntington University ("Huntington"), Thorneloe University ("Thorneloe"), the University of Sudbury ("U of S"), the SNO Lab and MIRARCO research centres and/or the Centre for Excellence in Mining Innovation in the *CCAA* proceeding concerning Laurentian University.

WHEREAS the Parties hereto executed a tolling agreement on January 27, 2023 tolling a list of these Potential Claims (the "Tolling Agreement").

WHEREAS the Plaintiffs have sought orders under Rule 12.08 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, and have agreed to seek an Order dismissing and resolving the Potential Claims and any other claims for individuals who were or may have been eligible to claim RHBP benefits as of or after February 1, 2021, or whose Director & Officer claims were excluded by virtue of the LUSU or LUFA Proof of Claims.

WHEREAS the Parties have agreed to resolve all issues extant between themselves (including any members of the LUSU Class or LUFA Class and all parties to the Tolling Agreement), including the Potential Claims and any issues or claims tolled or otherwise referenced in the Tolling Agreement or identified by the Plaintiffs in their Proof of Claims earlier filed.

IN CONSIDERATION for the payment of the amount of \$3,000,000, all-inclusive, in full and final settlement of this matter pursuant to the Minutes of Settlement dated November 14, 2024 (the "Settlement Payment"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

Fabrice Colin
on behalf of himself, LUFA, the LUFA Class, his
heirs, agents administrators, trustees, executors,

assigns, employers, successors and on behalf of any party or parties who claim a right or interest through them,

and

Tom Fenske

on behalf of himself, LUSU, the LUSU Class, his heirs, agents administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through them,

(hereinafter collectively referred to as the "Releasors")

HEREBY FULLY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION:

Floyd Laughren, Michael Atkins, Jennifer Witty, Claude Lacroix, Dominic Giroux, Pierre Zundel, Carol Mcaulay, Lorella Hayes, Ian Wood, John Pollesel, Judith Woodsworth And Robert Haché, their heirs, agents, administrators, trustees, executors, assigns, successors and insurers, including the Canadian Universities Reciprocal Insurance Exchange ("CURIE")

(hereinafter collectively referred to as the "Releasees")

from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contract, complaints, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have been or may hereafter be sustained by the Releasors from the Releasees, including those arising out of the facts and circumstances leading or connected to Laurentian University filing for CCAA protection in February 2021 or the Laurentian University Retiree Health Benefits Plan and, not limited to but including, the alleged losses that came to light during and/or were incurred during the course of the CCAA Proceeding, including all of the Potential Claims, and in respect of any and all steps taken, or omitted to be taken by the Releasees regarding the matters outlined above;

and from any and all actions, causes of action, claims or demands of whatsoever nature, whether in contract or in tort or arising as a result of a fiduciary duty or by virtue of any statute or upon or by reason of any damage, loss or injury arising out of the matters set forth above and, without limiting the generality of the foregoing, from any and all matters that were pleaded or contained within, or could have been pleaded, contained, or captured within the Tolling Agreement, the Proofs of Claim, or the proposed action in the Superior Court of Ontario.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasors declare that the intent of this Full and Final Release is to conclude all issues arising from the matters set forth above and from the Action and it is understood and agreed that this Full and Final Release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasors will not make or continue any claim or take or advance any proceedings against any person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act* and the amendments thereto and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, from the Releasees discharged by this Full and Final Release, in connection with the matters outlined above and in the Action. **IT IS AGREED AND UNDERSTOOD** that if the Releasors commence or continue such an action, or take or advance such proceedings, and the Releasees (or any of them) are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasors will immediately discontinue the proceedings and/or claims, and the Releasors will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity cost basis. This Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasors with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasors in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

AND THE RELEASORS HEREBY CONFIRM that they have full authority and capacity to release their respective rights and interests as against the Releasees and have authorized and instructed their solicitors to settle the Action in the terms outlined herein.

AND FOR THE SAID CONSIDERATION the Releasors hereby irrevocably represent and warrant that they have not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Full and Final Release.

IT IS FURTHER AGREED AND UNDERSTOOD that the Releasees do not by the consideration set out in this Full and Final Release or otherwise admit any liability or obligation of any kind whatsoever to the Releasor and such liability or obligation is specifically denied.

AND IT IS HEREBY DECLARED that the terms of this settlement are fully understood, that the consideration stated herein is the sole consideration for this Full and Final Release and that the said payment, or promise of payment, is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings against

the Releasees, now or hereafter brought, for damages, loss or injury resulting from the matters set forth above and from the Action.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the fact and terms of this Full and Final Release and the settlement underlying it will be held in confidence and will receive no publication either oral or in writing, directly or indirectly, by the Releasors, unless deemed essential on auditors' or accountants' written advice for financial statement or income tax purposes, or for the purpose of any judicial proceeding, in which event the fact that the settlement agreement is made without any admission of liability will receive the same publication contemporaneously. The Releasors will not publish any articles, press releases or make any public statements about the matters released herein.

THE RELEASORS ACKNOWLEDGE that they have carefully read this Full and Final Release, have had the opportunity to seek the advice of a lawyer as to the nature and effect of this Full and Final Release, understand all of the terms in this Full and Final Release, and have executed this Full and Final Release voluntarily and with knowledge of the consequences thereof.

THE RELEASORS ACKNOWLEDGE that this Full and Final Release, together with the Minutes of Settlement, contains the entire agreement between the parties hereto, that the terms of this Full and Final Release are contractual, are not a mere recital and any breach of these terms may be enforced against the Releasors, or any of them, and may give rise to a damage claim against the Releasors, or any of them, enforceable by a further legal proceeding.

WE HEREBY AGREE that this Full and Final Release will be governed by the Laws of the Province of Ontario and that any dispute arising from this Full and Final Release will be adjudicated by the Ontario Superior Court of Justice, and the Releasors hereby attorn to the exclusive jurisdiction of this Court for this purpose.

IT IS UNDERSTOOD AND AGREED that this Full and Final Release may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same instrument, notwithstanding their date of actual execution.

IN WITNESS WHEREOF the undersigned have executed this Full and Final Release by their hands and seals this _____ day of _____, 2025.

Date

Tom Fenske
Laurentian University Staff Union

Date

Fabrice Colin
Laurentian University Faculty Association

COLIN *et al.*
Plaintiffs and Defendants

Court File No.: CL-25-00753536-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

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