

VOLUME 2

Court File No. CL-25-00753536-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

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

MOTION RECORD OF THE PLAINTIFFS

(Representation Order and Settlement Approval)

Returnable December 17, 2025

October 22, 2025

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Court File No.

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WOODSWORTH and ROBERT HACHÉ**

Defendants

AFFIDAVIT OF BRENDAN SCOTT

I, Brendan Scott, of the City of Toronto, in the Province of Ontario, **AFFIRM**:

1. I am a lawyer with the law firm of Wright Henry LLP (“**Wright Henry**”), lawyers for the proposed representative plaintiff Tom Fenske and the Laurentian University Staff Union (“**LUSU**”), and, as such, have knowledge of the matters contained in this affidavit. Where I make statements in this affidavit that are not within my personal knowledge, I have identified the source of that information and belief. All of the information I have deposed to herein I believe to be true.

Background

The RHBP

2. Effective July 1, 1998, the Laurentian University of Sudbury (“**Laurentian**” or the “**University**”) created the Retiree Health Benefits Plan (“**RHBP**”) for the benefit of employees of Huntington University, Thorneloe University and the University of Sudbury (collectively the “**Federated Universities**”), Laurentian, the SNO Lab and MIRARCO research centres, and the

Centre for Excellence in Mining Innovation pursuant to the Retirees Fund Health Benefit Policy (the “**Policy**”) dated November 21, 1997. The RHPB was a benefit plan that provided eligible University retirees with an annual reimbursement for out-of-pocket medical expenses and/or private health insurance premiums.

3. The Policy required that Laurentian:

- (a) establish a trust account to hold the RHPB contributions for the purpose of funding/providing RHPB benefits;
- (b) direct employee contributions to the RHPB trust account; and
- (c) directly contribute \$25,000 to the RHPB trust account annually, with proportionate contributions by the Federated Universities.

4. Pursuant to the Policy, Plaintiff retirees were reimbursed on an annual basis for premiums that they paid for private health insurance or for other qualifying health expenses. The annual reimbursement amount was indexed to inflation, to a maximum of 3% per year. A copy of the Policy in effect as of February 2021 is included as **Exhibit “A”**.

CCAA Proceedings and Claims Process

5. On February 1, 2021, Laurentian commenced proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the “**CCAA**”). During the CCAA proceedings, *inter alia*, the RHPB was eliminated.

13. Laurentian, with the assistance of the Monitor, engaged in a claims process aimed at identifying all of the claims that existed against Laurentian and its officers and directors. To this end, on May 31, 2021, the Court issued the “Claims Process Order” that commenced the claims

process. A copy of the Claims Process Order is included as **Exhibit “B”**.

14. The Claims Process Order specifically excluded claims against Laurentian by current and former employees and retirees of Laurentian, amongst others. Instead, Laurentian and the Monitor engaged with LUSU and the Laurentian University Faculty Association (“LUFA”), and other stakeholders, towards the development and approval of a separate “Compensation Claims Process”. Laurentian and the Monitor engaged with LUFA and LUSU, and other stakeholders, towards the development and approval of the Compensation Claims Process.

15. In July and August 2021, LUFA and LUSU engaged with Laurentian and the Monitor in the negotiation and development of the Compensation Claims Methodology (as that term was defined in the CCAA proceedings at the time). The Compensation Claims Methodology set out the methodology for calculating the claims of: active employees as at that time; employees whose employment was terminated after February 1, 2021; former employees whose employment ended before February 1, 2021; and, retirees who retired from Laurentian and were eligible to receive pension plan payments or to make claims under the RHBP prior to February 1, 2021.

16. The Compensation Claims Methodology, as it concerned LUSU and LUFA members, was developed primarily based on the provisions of the unions’ respective collective agreements and addressed the following: termination and severance claims; administrative leave, salary or benefit continuance (including early retirement supplement); vacation pay claims; RHBP claims; SuRP claims; grievance awards; pension plan claims; and professional and/or research allowances. The Compensation Claims Methodology allowed for a general methodology by which all LUFA members would be treated equitably and efficiently and saved LUSU and LUFA members (and others) from having to calculate their own individual entitlements. A true copy of the

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Compensation Claims Methodology is attached to my affidavit as **Exhibit “C”**.

17. With respect to compensation for the loss of the RHBP, only those LUSU and LUFA retirees (or the surviving spouses of those retirees), terminated members or active members who, as of April 30, 2021, had an entitlement to benefits under the RHBP were entitled to recover an amount pursuant to the Compensation Claims Methodology. In other words, LUSU and LUFA members (and former members) who contributed to the RHBP but who were not eligible to receive RHBP benefits as of April 30, 2021 are not entitled to compensation under the Compensation Claims Methodology.

18. In any event, to date, save for payments to members on account of their vacation pay claims under the Compensation Claims Methodology, no payments have been made to LUSU or LUFA members or former members or retirees under the Compensation Claims Methodology, whether in respect of the RHBP or otherwise.

The D&O Claims

19. In July 2021, LUSU and LUFA each submitted Proofs of Claim in the CCAA proceedings on behalf of their current and former members claiming, among other things, damages against certain directors and officers of the University arising from their alleged involvement in the misuse and/or depletion of RHBP funds (the “**D&O Claims**”). Copies of the LUSU and LUFA Proofs of Claim filed in the CCAA proceedings are attached hereto as **Exhibit “D”**. The D&O Claims Bar Date was July 30, 2021.

20. The D&O Claims were not resolved or compromised in the CCAA process. However, pursuant to the Amended Plan of Arrangement dated September 9, 2022 (the “**CCAA Plan**”) only persons or entities that submitted Proofs of Claim during the CCAA proceeding before the D&O

Claims Bar Date have the right to make claims against directors and officers of Laurentian in connection with the misuse and/or depletion of RHBP funds (the “**RHBP Claims**”). A copy of the CCAA Plan is attached hereto as **Exhibit “E”**.

21. Counsel for the unions specifically negotiated the inclusion of terms in the CCAA Plan pursuant to which LUSU and LUFA maintained the right to bring a representative action against Laurentian’s directors and officers in respect of the D&O Claims.
22. In particular, Section 1.1 of the Plan defines “Excluded D&O Claims” as follows:

The 12 D&O Claims filed in the Claims Process on or before the D&O Claims Bar Date (none of which are being determined within the Claims Process) only as such D&O Claims are particularized in the corresponding proof(s) of claim filed in the Claims Process. For the avoidance of doubt, the Excluded D&O Claims are only the 12 D&O Claims filed in the Claims Process prior to the D&O Claims Bar Date, and for each such claim, an Excluded D&O Claim is strictly and narrowly defined to include only the specific claimant(s), specific defendant(s), specific cause(s) of action asserted, and maximum amount expressly asserted in each such proof of claim. In no way shall any part of this Plan be interpreted to define any demand of any kind by any form of entity (including any agent, successor, assign, administrator, or any other form of party) as an Excluded D&O Claim that has not been filed in the Claims Process (and not expressly particularized in the associated proof(s) of claim), such claims having been barred and extinguished by the Claims Process Order, the Compensation Claims Process Order, the Meeting Order, and/or the applicable Claims Bar Dates. Notwithstanding the above, in respect of the Excluded D&O Claim filed by each of the Unions, it does not prevent each of those two Excluded D&O Claims from being pursued by one (but not both of): (i) the named Union; or (ii) a named individual LUSU or LUFA member as authorized representative on behalf of that Union’s members, pursuant to Rule 12 of the Ontario Rules of Civil Procedure or to the Class Proceedings Act, 1992, provided that such Excluded D&O Claim brought by such named individual LUFA or LUSU representative shall be advanced on the same basis (including as to costs) as if advanced by LUFA or LUSU and shall continue to be strictly and narrowly limited to only the specific claimant(s) on whose behalf such claim was expressly asserted, and the specific defendant(s), specific cause(s) of action asserted, and maximum amount expressly asserted, in the proofs of claim filed by the Unions in the Claims Process on or before the D&O Claims Bar Date. [emphasis added]

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23. Section 1.1 confirms that LUSU and LUFA can advance the claims raised in their Proofs of Claim by way of a representative action.

24. Section 2.4 of the Plan further provides, *inter alia*, that the Plan “does not compromise or affect in any manner the Excluded D&O Claims against the D&Os”, the latter term referring to any director or officer of Laurentian at any time up to the Plan implementation date.

25. I was advised by the Monitor that only LUSU submitted a Proof of Claim on behalf of current and former LUSU members against directors and officers of Laurentian with respect to the misuse and/or depletion of RHBP funds. The Monitor also advised that LUFA and the Federated Universities filed similar proofs of claims, with the latter filed on behalf of their employees arising out of the misuse and/or depletion of RHBP funds. Accordingly, the Federated Universities, LUSU and LUFA, or individual plaintiffs duly appointed as representatives of their members, are the only parties able to bring the D&O Claims. The settlement seeks to resolve any claims on behalf of LUFA members at Laurentian and the Federated Universities.

Settlement of the D&O Claims

Initial Discussions and Tolling Agreement

26. Wright Henry, on behalf of LUSU and Mr. Fenske, and Goldblatt Partners LLP (“Goldblatt” and together with Wright Henry “Class Counsel”), on behalf of Fabrice Colin and LUFA, have worked cooperatively to pursue the D&O Claims on behalf of Settlement Class Members.

27. In November 2022, Class Counsel were contacted by counsel for the Laurentian directors and officers’ insurer, the Canadian Universities Reciprocal Insurance Exchange (“CURIE”), for the purpose of gathering information and commencing discussions regarding LUFA and LUSU’s

claims against Laurentian's directors and officers pursuant to their respective proofs of claim.

28. CURIE's counsel requested copies of the documents received by the unions from Laurentian and/or the Monitor during the Compensation Claims Process with respect to the RHBP as they required this information to assess the unions' claims. Class Counsel complied with CURIE's request and provided them with the documents we had in our possession from the CCAA proceedings.

29. Class Counsel made additional requests of Laurentian and the Monitor for any information that was in those parties' possession regarding the RHBP, particularly as it concerned usage rates. This information was requested to assist LUFA and LUSU to properly quantify the value of the loss of the RHBP.

30. In or around late 2022, it became clear that while the parties were engaged in good faith efforts to discuss and resolve the D&O Claims, the parties, and CURIE in particular, needed additional information for the purposes of these discussions. What is more, in or around November 2022, the individual officers and directors identified in LUFA and LUSU's proofs of claim retained separate counsel who also required time to get up to speed on the issues between the parties.

31. Accordingly, the parties entered into a Tolling Agreement dated as of January 27, 2023 which allowed the parties to continue their discussions without having to worry about the expiry of any pending limitation period.

The Mediation

32. The parties ultimately agreed to attend a mediation before Mary Jane Stitt in Toronto on October 19, 2023.

33. In advance of the mediation, counsel for CURIE and the directors and officers requested a detailed “mediation claim” setting out the facts underlying the D&O Claims and the various causes of action which were being pled. Opposing counsel requested this draft claim because no lawsuit had yet been commenced against the directors and officers. A joint “mediation claim” was subsequently provided by both unions on a without prejudice basis.

34. In addition to the mediation claim, the unions submitted a joint Statement of Issues in advance of the mediation. Counsel for the individual directors and officers put in a responding brief. The submissions of the parties were voluminous.

35. The mediation proceeded on October 19, 2023. The mediation commenced at 10:00 am and did not finish until 8:00 pm. In attendance at the mediation were Class Counsel, multiple representatives of LUSU and LUFA, counsel for CURIE, and counsel for the individual directors and officers.

36. Throughout the day, the parties exchanged offers with Ms. Stitt shuttling back and forth with the offers which she presented to the parties. LUFA and LUSU’s final offer at the end of the day - \$2.7 million plus \$300,000 in legal fees for a total of \$3.0 million – was ultimately accepted by the opposing parties. The \$300,000 in fees was to be split equally between the two unions, with LUFA and LUSU each receiving \$150,000 in respect of their fees.

37. With respect to the legal fees, LUSU, LUFA and Class Counsel were satisfied that \$150,000 represented a fair contribution by the defendants to each union’s costs incurred during the course of the D&O process and in pursuing the within claim against the directors and officers. Also included in this figure was an estimate for what it would cost LUSU and LUFA to administer the settlement.

38. Although the parties agreed at the mediation on the general framework of the deal, including most importantly the \$3.0 million settlement amount (the “**Settlement Funds**”), it took some weeks of additional negotiations to finalize minutes of settlement. There were a number of points of contention between the parties that took weeks to resolve. During this time, Ms. Stitt remained involved and assisted the parties in getting an agreement on the minutes. Minutes of settlement dated November 10, 2023 (the “**Settlement Agreement**”) were ultimately signed by all of the parties. A copy of the Settlement Agreement is attached hereto as **Exhibit “F”**.

39. The Settlement Agreement is contingent on, *inter alia*: LUSU and LUFA seeking: (i) a representation order or class certification (if a representation order is not available); and (ii) the Court’s approval of the settlement.

40. In accordance with the Settlement Agreement, Mr. Fenske seeks to be appointed representative plaintiff on behalf of the following individuals, who together comprise all of the individuals on behalf of whom LUSU filed its Proof of Claim and on whose behalf it entered into the Tolling Agreement:

- (a) former members of LUSU who retired while members of LUSU and were receiving benefits from the Laurentian University of Sudbury’s Retiree Health Benefits Plan (“**RHBP**”) as of February 1, 2021 (including the estates of such LUSU retirees);
- (b) current and former LUSU members who were LUSU members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUSU members); and
- (c) current and former LUSU members who were LUSU members as of February 1,

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2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUSU members) (the “**LUSU Members**”).

41. Pursuant to the Settlement Agreement, Mr. Colin seeks to be appointed representative plaintiff on behalf of the following individuals, who together comprise all of the individuals on behalf of whom LUFA filed its Proof of Claim and on whose behalf it entered into the Tolling Agreement:

- (a) 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);
- (b) current and former LUFA members who were LUFA members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such member);
- (c) senior administrators who were dues-paying members of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position at that time of Laurentian’s CCAA filing on February 1, 2021 (including the estates of such members); and
- (d) 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) (the “**LUFA Members**” and together with the LUSU Members, the “**Settlement Class**” or the “**Settlement Class Members**”).

42. The Settlement Agreement provides that in exchange for payment of the Settlement Funds, the representative plaintiffs will execute a full and final release on behalf of the Settlement Class Members. A copy of the proposed release agreed to by the parties is attached as **Exhibit “G”**.

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43. The Settlement Agreement further provided that the parties were to keep the terms of the settlement confidential until such time as the unions' motion for court approval of the settlement was brought.

Contributions Data from Laurentian and Proposed Distribution to Members

44. Following the execution of the Minutes of Settlement, and in preparation for this motion for court approval of the settlement, Class Counsel wrote to the Monitor to obtain the most up-to-date and accurate data in their possession with respect to usage rates and contributions by LUFA and LUSU's members (including former members and retirees).

45. The purpose of these inquiries was that the two unions needed to ensure that the data in their possession regarding the RHBP was the best available as we would be using this information to decide how and to whom to distribute the settlement proceeds. Class Counsel had multiple calls with the Monitor in early 2024 for the purpose of obtaining the requested data. On February 27, 2024, Class Counsel received a spreadsheet from the Monitor entitled "RHBP Contributions Summary" which sets out the contribution information collected and compiled by the Monitor with respect to the RHBP (with the names of the individual contributors redacted).

46. A copy of the "Summary of RHBP Contributions" prepared by the Monitor at Class Counsels' request is attached to my affidavit as **Exhibit "H"**. This document shows that during the life of the RHBP, Laurentian received a total of \$1,462,748.94 in contributions from Settlement Class Members, comprising \$1,042,428 in contributions from LUFA Members and \$384,321 in contributions from LUSU Members, plus \$246,629 in employer contributions in respect of Settlement Class Members.

47. As noted in the affidavit of Fabrice Colin, the Summary of RHBP Contributions received

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from the Monitor did not include the contributions of LUFA's members employed at the Federated Universities. Mr. Colin has deposed to the fact that LUFA obtained this information directly from the Federated Universities, with the total RHBP contributions by those LUFA members being \$74,140.68. As a result, the total contributions received by Laurentian (including from the Federated Universities faculty members) total \$1,500,889.62. Of that total, \$1,116,568.68 was contributed by LUFA members (including its members from the Federated Universities) and \$384,321 was contributed by LUSU members.

48. Class Counsel have reviewed the information contained in the RHBP Contributions Summary pertaining to the Settlement Class Members and the information received from the Federated Universities in respect of their LUFA members and are satisfied with the completeness of this information.

49. The settlement proceeds exceed the value of the contributions made to the RHBP by the Settlement Class Members.

Considerations with Respect to the Settlement

50. The D&O Claims are complex claims alleging knowing assistance of breach of trust and fraudulent and/or negligent misrepresentation. The case involves allegations of misconduct dating back to the RHBP's founding in 1998. As set out in greater detail in the following paragraphs, Class Counsel, who are experienced in class actions alleging claims of this nature and CCAA proceedings, are of the view that:

- (a) obtaining an early settlement is in the Settlement Class's best interest;
- (b) the Settlement Agreement is a favourable result for the Settlement Class; and

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(c) the settlement is a fair and reasonable compromise of the litigation at this stage.

51. Although no formal discovery has taken place, sufficient information was available to Class Counsel to evaluate the position taken during the negotiation process and, ultimately, the merits of the Settlement Agreement. Among other things, the information available to us included the following:

- (a) information provided by the Monitor in the CCAA proceedings related to the RHBP's funding since its inception;
- (b) reports provided by Eckler Ltd., an actuarial firm the University retained to advise it on the RHBP's funding;
- (c) the Auditor General for Ontario's November 17, 2022 special report on the Laurentian insolvency, which found that senior administration officials had used restricted funds (including RHBP funds) to pay for capital projects;
- (d) the materials filed in the CCAA proceedings, including the Monitor's reports and an affidavit sworn January 30, 2021 by Laurentian's then-President, Robert Haché (the "**Haché Affidavit**"). The Haché Affidavit disclosed that the Laurentian administration had, among other things, never established a trust fund to hold the RHBP contributions and had instead deposited contributions into the University's operating account, thus comingling RHBP funds with its operating funds. The Haché Affidavit estimated that the RHBP has an accrued benefit obligation of \$7.2 million as of April 30, 2020, but that the RHBP was completely unfunded;
- (e) the Policy and related RHBP policy documents provided to LUSU and LUFA

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Members;

- (f) documents and information provided to LUSU and LUFA about the RHBP during the relevant time period; and
- (g) the insurance policies responsive to the D&O Claims.

52. In addition to the information outlined above, Class Counsel considered a number of procedural and litigation risks and factors, including:

- (a) the risk that the case might not be permitted to proceed as a representative or class action. Despite favourable case law and Class Counsel's belief that a representative or class action is appropriate in this case, Class Counsel expects that but for the settlement the Defendants would contest the motion for a representation order and/or certification;
- (b) the risk that the Court would find that:
 - (i) the RHBP's deficit was an overriding flaw in the plan's design that ultimately would have resulted in the loss of most of the Settlement Class Member's contributions in any event;
 - (ii) the Defendants had not misled the Settlement Class Members about the status of the RHBP funds;
 - (iii) the Settlement Class Members had not relied on the Defendants' alleged misstatements and omissions;
 - (iv) the Defendants had not knowingly assisted in the alleged breach of trust; or

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- (v) even if the Settlement Class was successful in proving liability, they were limited to recovering only the amounts they had contributed to the RHBP, not the present value of the benefits promised to them.
- (c) the risk that litigation would be delayed by appeals in respect of multiple issues;
- (d) the risk that the Court would not award punitive, aggravated or exemplary damages;
- (e) the risk that trial would not occur for a lengthy period of time and the risk that key witnesses would be unavailable and/or their recollection of events would diminish over time;
- (f) the risk that due to the CCAA Plan, which compromised any potential claims against the University related to the alleged misuse and/or depletion of RHBP funds, the Settlement Class's potential recovery was limited to claims against the Defendants; and
- (g) the risk that protracted litigation would deplete the insurance funds available to compensate the Settlement Class Members for their losses, and that recovering funds in excess of the available insurance coverage was unlikely.

Settlement Administration and Distribution

53. Class Counsel propose that the Settlement Funds, less approved expenses, fees and disbursements (the "**Net Settlement Funds**"), be held in trust for the benefit of the Settlement Class.

54. The Net Settlement Funds shall be distributed within 90 days of the later of: (i) the issuance of a final judgment by a Court approving the Settlement Agreement in accordance with its terms

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and the expiry or the time to appeal such judgment without any appeal being taken, if an appeal lies; or (ii) once there has been affirmation of the approval of the Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.

55. As set out above, Class Counsel have obtained from the Monitor the amount of each Settlement Class Member's RHBP contributions – except, as noted, for those LUFA members employed at the three Federated Universities which data was obtained directly from the Federated Universities – and propose to distribute the Net Settlement Funds to each Settlement Class Member on a *pro rata* basis according to their respective RHBP contributions.

56. Of the Net Settlement Funds, LUSU Members will receive \$691,470 and LUFA Members will receive \$2,008,530. A copy of the proposed **Plan of Distribution** is attached hereto as Exhibit "I".

Notice to and Response by Settlement Class Members

57. The Short-Form Notice of Representative Action and Settlement (the "**Short-Form Notice**") will be delivered to LUSU and LUFA Members by email by October 31, 2025. A copy of the Short-Form Notice is attached hereto as Exhibit "J".

58. The Long-Form Notice of Representative Action and Settlement (the "**Long-Form Notice**") will be posted on LUSU and LUFA's respective web sites by October 31, 2025. A copy of the Long-Form Notice is attached hereto as Exhibit "K".

59. I understand from my discussions with Tom Fenske that several LUSU members and/or retirees who are Settlement Class Members passed away after February 1, 2021. LUSU will be providing copies of the Short-Form Notice via email to those members/retirees based on the

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contact information LUSU has on file (where available). The estates of such members/retirees may then claim their portion of the settlement proceeds, as set out in the Short- and Long-Form Notices.

60. Before the hearing date, LUSU and LUFA will each hold a virtual information session for their respective members, which will be publicized by email to LUSU and LUFA Members by October 31, 2025.

61. This information will be supplemented before the hearing of the motion.

62. I swear this Affidavit in support of the motion for a representation order and for Court approval of the Settlement Agreement, plan of distribution and counsel's fees and for no other or improper purpose.

AFFIRMED REMOTELY by Brendan Scott
stated as being located at the City of Toronto,
in the Province of Ontario, before me at the
City of Welland in the Province of Ontario, on
October 17, 2025, in accordance with
O. Reg 431/20, *Administering Oath or
Declaration Remotely*.



Commissioner for Taking Affidavits
(or as may be)

MELISSA E ELYN APRIL O'CONNOR,
a Commissioner, etc., Province of Ontario,
for Wright Henry LLP,
Barristers and Solicitors.
Expires November 25, 2025.

}



BRENDAN SCOTT

This is Exhibit "A" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

RETIREES BENEFIT PLAN POLICY
EFFECTIVE: JULY 1, 1998

1. Retirees will purchase private coverage from available external plans.
2. The University will establish a Retirees Health Benefit Plan (RHBP) to be used towards the subsidization of retiree health benefit premiums in the following manner.
 - 2a. A limit of \$8.00 dispensing fee per prescription will be implemented in the current extended health plan. The savings attributed to this change will be credited to the RHBP trust account. (Effective July 1, 2018, this contribution is rolled into the employer share.)
 - 2b. The request made to the Pension Committee to allow a pension-contribution holiday by the employer to a limit of \$200,000 has been approved. This amount will be credited to the RHBP trust account.
 - 2c. All current employees in the Extended Health Plan will pay a fixed amount per month equal to \$2.00 per month for single and \$5.25 per month for family coverage. This represents approximately 3.6% of the current monthly health premiums. This money will be placed in the RHBP trust account.
 - 2d. The University will contribute \$25,000 per year into the RHBP trust account. (Effective July 1, 2018, this contribution is rolled into the employer share.)
 - 2e. The Federated Colleges will contribute an annual amount proportional to the Laurentian contribution to the RHBP trust account.
3. Grant-funded and term employees may opt out of the RHBP.
4. Interest will be credited to funds on deposit in the RHBP trust account and retiree reimbursements will be charged against the trust account.
5. Retirees will be reimbursed for premiums or other qualifying expenses paid in the amount of \$25.00 per month for single and \$50.00 per month for family, payable on a yearly basis. The list of expenses will be the same as that enjoyed by the full-time active employees. Over-the-counter medication, except vitamins, will be considered an eligible expense provided that a physician's prescription is submitted with an original receipt containing the required information (i.e. name of medication, date of purchase, cost of medication).
6. The Benefits Committee will continue to review the current benefit plans in order to achieve savings which might be utilized to improve the RHBP.
7. An annual statement of transactions in the trust fund and updated projections will be provided to the Benefits Committee. This Benefit Plan will be reviewed on an annual basis.
8. The amounts in items 2c, 2d, 2e and 5 are to be increased every year on July 1 by the average increase in Consumer Price Index (CPI) to a maximum of 3%. The annual CPI taken into consideration will be the CPI for the proceeding twelve (12) month period starting April 1 of the previous calendar year to March 31 of the current calendar year.
9. Upon the death of the retiree, the spouse and/or dependents will continue to be afforded the RHBP benefit for a period of two (2) years from the date of death of the retiree.

This is Exhibit "B" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025



Commissioner for Taking Affidavits (or as may be)

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

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, 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 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) "**Applicant**" means Laurentian University of Sudbury;
- (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) "**CCAA**" has the meaning ascribed to it in the preamble to this Order;
- (d) "**Charges**" means the Administration Charge and the DIP Lender's Charge, as such terms are defined in the Initial Order;
- (e) "**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.

- (f) "**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;
- (g) "**Claims Officer**" means the person or persons who may be appointed by the Court;
- (h) "**Compensation Claims**" has the meaning ascribed to that term in paragraph 2(r)(i) of this Order;
- (i) "**Compensation Claims Methodology**" means the methodologies to be used to calculate the Compensation Claims;
- (j) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (k) "**Creditor**" means any Person asserting a Claim;
- (l) "**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;
- (m) "**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;
- (n) "**D&O Claim**" has the meaning ascribed to that term in paragraph 2(e)(iii) of this Order;
- (o) "**D&O Claims Bar Date**" means 5:00 p.m. (prevailing Eastern Time) on July 30, 2021;

- (p) "**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;
- (q) "**Employees**" means the current and former employees of the Applicant;
- (r) "**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;

- (s) "**Filing Date**" means February 1, 2021;
- (t) "**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);
- (u) "**Instruction Letter**" means the guide to completing the Proof of Claim form, in substantially the form attached as Schedule "B" hereto;
- (v) "**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.
- (w) "**Monitor**" has the meaning ascribed to it in the preamble to this Order;
- (x) "**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;
- (y) "**Notice to Creditors**" means the Notice to Creditors for publication in substantially the form attached as Schedule "A" hereto;

- (z) "**Officers**" means all current and former officers of the Applicant, and "Officer" means any one of them;
- (aa) "**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;
- (bb) "**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;
- (cc) "**Pre-Filing Claim**" has the meaning ascribed to that term in paragraph 2(e)(i) of this Order;
- (dd) "**Pre-Filing Claims Bar Date**" means 5:00 p.m. (prevailing Eastern Time) on July 30, 2021;
- (ee) "**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";
- (ff) "**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;
- (gg) "**Proven Claim**" means a Claim as finally accepted by the Monitor, in consultation with the Applicant, or determined by the Claims Officer or by the Court, including for purposes of voting and/or distribution under the Plan;
- (hh) "**Restructuring Claim**" has the meaning ascribed to that term in paragraph 2(e)(ii) of this Order;

- (ii) "**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
- (jj) "**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 33 of this Order.

NOTICE TO CREDITORS

7. **THIS COURT ORDERS** that:

- (a) the Monitor shall, as soon as practicable, 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.

REVIEW OF PROOFS OF CLAIM

16. **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, 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, 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, may by notice in writing revise or disallow (in whole or in part) the amount and/or status of any Claim.

17. **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.

18. **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

19. **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 35 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 21 to 25 hereof.

20. **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 19 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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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

26. **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.

27. **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

28. **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.

29. **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 28 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.

30. **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

31. **THIS COURT ORDERS** that the Applicant and the Monitor, in consultation with representatives of the Laurentian University Faculty Association and the 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.

32. **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

33. **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

34. **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

35. **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.

36. **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

37. 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

38. **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.

39. **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.

40. **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.

41. **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 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 _____ 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

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: dmiller@tgf.ca

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

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

Tel: 416-304-1616

Lawyers for the Applicant

This is Exhibit "C" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025



Commissioner for Taking Affidavits (or as may be)

SCHEDULE “A”
COMPENSATION CLAIMS METHODOLOGY

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Compensation Claims Process Order.
2. This Schedule sets out the methodology for calculating all Compensation Claims and includes without limitation, claims of active Employees as of the date of the Compensation Claims Process Order (“**Active Employee**”), Employees whose employment with the Applicant was terminated by the Applicant or who received notice of termination of employment between the Filing Date and the date of the Compensation Claims Process Order (“**Terminated Employees**”), former employees whose employment with the Applicant ended on or before the Filing Date, other than Retirees (“**Former Employees**”) and retirees who retired from employment with the Applicant and were eligible to receive Registered Pension Plan payments or to make claims under the RHPB prior to the Filing Date (“**Retirees**”).
3. Any claim of Active Employees, Terminated Employees, Former Employees, or Retirees that is not a Compensation Claim must be filed in accordance with the Claims Process Order.
4. The methodology set out in this Schedule has primarily been based upon the provisions of applicable collective agreements, employment contracts, terms and conditions of employment, or internal policies. However, in the case of any difference as between this Schedule and any applicable agreement, contract or policy, the specific methodology set out in this Schedule shall govern.
5. The methodology set out in this Schedule has been established solely for the purpose of determining Compensation Claims within the Compensation Claims Process. For greater certainty, this methodology shall not otherwise be used to establish any precedent for future employee related entitlements following the emergence of LU from the CCAA proceeding.

Part I – Termination and Severance Claim Methodology

6. The methodology set forth in this Part I (the “**Termination and Severance Claim Methodology**”) shall be utilized to calculate termination and severance claims of Terminated Employees (“**Termination and Severance Claim**”).

A. LUFA and Academic Senior Leaders

7. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUFA and the Applicant (the “**LUFA CA**”) (the “**LUFA Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, each LUFA Terminated Employee shall be entitled to a

Termination and Severance Claim equal to an amount of base salary calculated as follows:

- (i) 12 months' notice less working notice or pay in lieu of (the "**LUFA Notice Claim**"); plus
- (ii) 6 months base severance plus 1 month severance for each year of service (rounded to the nearest whole year) (the "**LUFA Severance Claim**");

(LUFA Notice Claim and LUFA Severance Claim together, the "**LUFA Notice and Severance Claim**").

- (b) Subject to any cap or other limitations provided for herein, no tenured LUFA Terminated Employees will receive less than 18 months LUFA Severance Claim.
- (c) Subject to any cap or other limitations provided for herein, LUFA Terminated Employees in their probationary period at the date of termination: i) with less than 3 years service will receive no less than 9 months LUFA Severance Claim; and ii) with 3 years or more service will receive no less than 18 months LUFA Severance Claim.
- (d) For purposes of the calculation of the LUFA Severance Claim, years of service shall be calculated for the period from the date of full-time LUFA employment to the date of termination for such LUFA Terminated Employee.
- (e) For purposes of the calculation of the LUFA Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination (being April 30, 2021 or May 15, 2021 as the case may be) for such LUFA Terminated Employee.
- (f) Notwithstanding any other provisions herein, a maximum or cap shall apply to the LUFA Severance Claim or any claims arising therein, being the number of months from the completion of the notice period as reflected by the LUFA Notice Claim to the month in which such LUFA Terminated Employee reaches age 65.
- (g) To the extent a LUFA Terminated Employee was hired on the basis of a limited term, the LUFA Notice and Severance Claim shall be calculated for the period from the date of termination to the original end date of the term.
- (h) The base salary to be utilized for calculating the LUFA Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUFA Terminated Employee as at April 30, 2021.
- (i) Employees who elected to retire pursuant to the Retirement Incentive Program set out in the LUFA Term Sheet and announced on March 28, 2021 (excluding those individuals who previously gave notice of retirement or resignation prior to

electing to retire pursuant to the Retirement Incentive Program) are eligible for a LUFA Notice and Severance Claim as provided for herein.

- (j) LUFA Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 (including those that subsequently elected to retire pursuant to the Retirement Incentives Program) will have their LUFA Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (k) Recall Rights: To the extent a LUFA Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUFA Notice and Severance Claim will be reduced to any base salary for the period from the date of termination to the date of the recall.
- (l) Employee Benefits Claim: a claim for loss of all employee benefits including but not limited to, pension accruals, group insurance, medical, dental and similar benefits, but excluding RHPB, SuRP, and vacation pay (“**Employee Benefits**”) shall be calculated at a rate of 13.69% of the amount provided for in the LUFA Notice and Severance Claim.
- (m) Employee Overload Teaching Credits Claim: A claim for accrued and unpaid overload teaching credits as at the LUFA Terminated Employee’s date of termination calculated as follows:
 - (i) Total number of overload teaching credits existing as at April 30, 2021, pursuant to the books and records of the Applicant, multiplied by \$1,777.67 (\$5,333 for every three credits).
- (n) Other Employee Claims or Benefits: The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUFA Terminated Employees. For clarity, other than any potential RHPB Claim, SuRP Claim, Vacation Pay Claim, Pre-Filing Grievance Claim or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUFA Terminated Employee’s prior employment with, or termination from the Applicant, or any amendments to the terms and conditions of employment provided for in the LUFA Term Sheet (inclusive of the Pension Term Sheet dated April 7, 2021 (the “**Pension Term Sheet**”)), including amendments to the LUFA CA or the Registered Pension Plan.
- (o) Any RHPB Claim of a LUFA Terminated Employee shall be as provided for in the RHPB Claim Methodology section herein.
- (p) Any SuRP Claim of a LUFA Terminated Employee shall be as provided for in the SuRP Claim methodology section herein.

- (q) Any Vacation Claim of a LUFA Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (r) Any Grievance Award Claim shall be as provided for in the Grievance Award Claim Methodology section herein.
- (s) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.
- (t) Any Employment/Professional/Research Allowances shall be zero as provided for in the Employment/Professional/Research Allowances Methodology section herein.

B. Academic Senior Leaders

- 8. The Termination and Severance Claims of Academic Senior Leaders, who had the right to return or join the faculty upon the termination of their appointment as an Academic Senior Leader (the “**Terminated Academic Senior Leaders**”) shall be calculated in accordance with the LUFA Termination and Severance Methodology above.

Administrative Leave – Terminated Academic Senior Leaders Claim

- 9. Terminated Academic Senior Leaders previously entitled to administrative leave based on the Senior Leaders Terms and Conditions with Laurentian University dated June 21, 2019 shall have an Administrative Leave Claim calculated as:
 - (a) the base salary for the period of their unused accrued academic leave as at April 30, 2021 (the “**Accrued Leave Period**”).
 - (b) the base salary to be utilized for calculating the Administrative Leave Claim shall be the base salary as at April 30, 2021 of the Terminated Academic Senior Leader.
 - (c) Benefits Claim: a claim for loss of Employee Benefits, calculated at the rate of 13.69% of the base salary for the Accrued Leave Period.

C. LUSU

- 10. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUSU and the Applicant (the “**LUSU CA**”) (the “**LUSU Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, the LUSU Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 2 months’ notice plus:

- a) in the case of LUSU Terminated Employees with greater than twenty-five (25) years of service, one hundred (100) working days' notice;
- b) in the case of LUSU Terminated Employees with greater than fifteen (15) years of service but less than twenty-five (25) years of service, eighty-eight (88) working days' notice;
- c) in the case of LUSU Terminated Employees with greater than ten (10) years of service but less than fifteen (15) years of service, sixty-six (66) working days' notice;
- d) in the case of LUSU Terminated Employees with greater than five (5) years of service but less than ten (10) years of service, forty-four (44) working days' notice; and
- e) in the case of LUSU Terminated Employees with less than five (5) years of service, twenty-two (22) working days' notice,

in all cases, less any working notice or pay in lieu of notice provided to any LUSU Terminated Employee (the "**LUSU Notice Claim**"); plus

- (ii) 3 months base severance plus 0.5 months severance for each year of service (rounded to nearest whole year), (the "**LUSU Severance Claim**");

(together, the LUSU Notice Claim and LUSU Severance Claim shall be referred to as the "**LUSU Notice and Severance Claim**").

- (b) For purposes of the calculation of the LUSU Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) For purposes of the calculation of the LUSU Severance Claim, years of service shall be calculated for the period from the continuous service date to the date of termination of such LUSU Terminated Employee plus the LUSU Notice Claim.
- (d) The base salary to be utilized for calculating the LUSU Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUSU Terminated Employee as at April 30, 2021.
- (e) LUSU Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUSU Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (f) Recall Rights: To the extent a LUSU Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUSU Notice and Severance

Claim will be reduced to any base salary from the period from the date of termination to the date of the recall.

- (g) Employee Benefits Claim. The LUSU Terminated Employees shall be entitled to an Employee Benefits Claim calculated at a rate of 17.72% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUSU Severance Claim shall be based on the base salary of such LUSU Terminated Employee as at April 30, 2021 and such LUSU Terminated Employee shall not be entitled to any other Employee Benefits Claim for the period of the LUSU Severance Claim or any Employee Benefits Claim in respect of any notice claim in excess of the statutory notice period, and/or as a result of their prior employment with or termination from Laurentian.
- (h) Other Employee Claims or Benefits. The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claims of the LUSU Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUSU Terminated Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions provided for in the LUSU Term Sheet (inclusive of the Pension Term Sheet), including amendments to the LUSU CA or the Registered Pension Plan.
- (i) Any RHBP Claim of a LUSU Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (j) Any SuRP claim of a LUSU Terminated Employee shall be as provided for in the SuRP Claim Methodology section herein.
- (k) Any Vacation Claim of a LUSU Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (l) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

D. LUAPS

11. The Termination and Severance Claims of Terminated Employees who were LUAPS Members (the “**LUAPS Terminated Employees**”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim. Subject to any cap or other limitations provided for herein, the LUAPS Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 6 months’ notice less working notice or pay in lieu of (the “**LUAPS Notice Claim**”); plus

(ii) 3 months base severance plus 0.5 month severance for each year of service (rounded to the nearest whole year), (the “**LUAPS Severance Claim**”)

LUAPS Notice Claim and LUAPS Severance Claim together, (the “**LUAPS Notice and Severance Claim**”).

(b) For purposes of the calculation of the LUAPS Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.

(c) The base salary to be utilized for calculating the LUAPS Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUAPS Terminated Employee as at April 30, 2021.

(d) LUAPS Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUAPS Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.

(e) Impact of rehire: To the extent an employee is rehired during the CCAA Proceedings for a permanent full time position prior to the distribution of any amounts pursuant to a Plan, their LUAPS Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the rehire.

(f) Employee Benefits Claim. The LUAPS Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUAPS Severance Claim and any Notice Claim in excess of the statutory notice period shall be based on only the base salary of such Terminated LUAPS Employee as at April 30, 2021, and the Terminated LUAPS Employees shall not be entitled to any other Employee Benefits Claim for the period of the LUAPS Severance Claim or Employee Benefits Claim in respect of any Notice Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

(g) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUAPS Terminated Employee. For clarity, other than any potential RHPB Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of LUAPS Terminated Employee’s prior employment with or termination from the Applicant or any amendments to the terms and conditions of employment including those set out in the LUAPS Terms and Conditions, the Pension Term Sheet, including amendments to the Registered Pension Plan.

- (h) Any RHPB Claim shall be as provided for in the RHPB Claim Methodology section herein.
- (i) Any SuRP claim shall be as provided for in the SuRP/ISuRP Claim Methodology section herein.
- (j) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (k) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

E. Other Non-Unionized Employees and Executives

- 12. The Termination and Severance Claims of non-unionized Terminated Employees (other than LUAPS members) who were terminated or received notice of termination after the Filing Date (the “**Non-Unionized Terminated Employees**”) will be calculated in accordance with the Non-Unionized Terminated Employee’s employment agreement with the Applicant, or in the event that no employment agreement exists, in accordance with their common law entitlements or pursuant to the *Employment Standards Act* as outlined herein.
- 13. The Termination and Severance Claims of Non-Unionized Terminated Employees shall include and be calculated as follows:
 - (a) the amounts provided for in the Non-Unionized Terminated Employee’s employment agreement; or
 - (b) where there is no employment agreement, Termination and Severance Claims will be based on entitlements as assessed in accordance with common law taking into account the age, years of service, compensation and position of the Non-Unionized Terminated Employee

(the “**Non-Unionized Employees Termination and Severance Claim**”)
 - (c) For purposes of the calculation of the Non-Unionized Employees Termination and Severance Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
 - (d) The base salary to be utilized for calculating the Non-Unionized Employees Termination and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary as at April 30, 2021 of the Non-Unionized Terminated Employee.
 - (e) Employee Benefit Claims. The Non-Unionized Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The Non-Unionized Termination and Severance Claim shall be based on only the

base salary of such Non-Unionized Terminated Employee as at April 30, 2021, and the Non-Unionized Terminated Employees shall not be entitled to any other Employee Benefits Claim for the period of the Non-Unionized Employees Termination and Severance Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

- (f) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full entitlement owing to the Non-Unionized Employees. For clarity, other than any potential RHPB Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided in respect of any other employee benefits or claims in respect of Non-Unionized Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions of employment adopted by the Applicant including as set out in the Pension Term Sheet including amendments to the Registered Pension Plan.
- (g) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (h) Any RHPB Claim shall be as provided for in the RHPB Claim Methodology section herein.
- (i) Any SuRP Claim shall be as provided for in the SuRP Claim Methodology Section herein.
- (j) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

F. Active Employees

- 14. As appropriate, the Termination and Severance Claim Methodology will apply to Active Employees or employees who receive notice of termination subsequent to April 12, 2021 in the event that they become Terminated Employees as a result of termination of their employment without just cause, with such modifications to reflect the relevant date of termination, including salary as of the date of termination and working notice period, as applicable.

G. Salary Continuance

- 15. Where a Former Employee was party to a salary continuance or benefit continuance agreement with the Applicant as at the Filing Date, and such salary continuance or benefit continuance was stayed as a result of the CCAA Proceedings, such Former Employee shall be entitled to a Salary and/or Benefit Continuance Claim calculated as:
 - (a) In terms of a claim for salary continuance, the present value calculation of the remaining salary owing to the extent provided for in the salary continuance

agreement discounted at a rate of 4% until the end of the period stated in the agreement.

- (b) In terms of a claim for benefit continuance (including early retirement supplement), the present value calculation of the remaining benefits to the extent provided for in the benefit continuance agreement discounted at a rate of 4% until the end of the period in the agreement and calculated based on the cost to LU of providing the benefit at the commencement of the period.
- (c) For either a Salary and/or Benefit Continuance Claim, only agreements with a remaining term greater than 2 years will be discounted. Agreements with a remaining term of less than 2 years will not be discounted.
- (d) For greater certainty, there shall be no Salary and/or Benefit Continuance Claim in respect of ongoing pension accrual on and after the Filing Date.

Part II – Vacation Claim Methodology

Vacation Claim – Terminated Employees

- 16. The methodology set forth in this Part II (the “**Vacation Claim Methodology**”) shall be utilized to calculate any potential vacation claims (“**Vacation Claims**”) of Terminated Employees.
- 17. Subject to the provisions herein, Terminated Employees shall be entitled to a Vacation Claim calculated as the daily base salary (determined by taking the base salary and dividing by 260) multiplied by the outstanding number of days of vacation that such Terminated Employee has accrued on or before the Filing Date in accordance with the collective agreement, employment agreement, LU terms and conditions or LU vacation policy for such employee, and not otherwise paid for and/or time taken for vacation purposes.
- 18. For LUFA Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) no carry forward from the period prior to June 30, 2020 unless prior written approval provided in accordance with the collective agreement and/or Senior Leader Terms and Conditions; and
 - (b) vacation accrued from July 1, 2020 - January 31, 2021, less amounts/time taken during this time period.
- 19. For LUSU Terminated Employees, LUAPS Terminated Employees and Non-Unionized Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) the vacation entitlement earned in the period from July 1, 2019 to June 30, 2020,
 - (b) plus vacation accrued from July 1, 2020 to January 31, 2021,

- (c) less amounts / time taken subsequent to July 1, 2020.
- 20. The base salary to be utilized for calculating the Vacation Claim shall be the base salary of the Terminated Employee as at April 30, 2021.
- 21. If an Employee resigns or retires after the Filing Date and during the duration of the CCAA Proceedings, any vacation entitlements accruing prior to the Filing Date and owing to the Employee during the CCAA Proceedings shall be dealt with in accordance with this Vacation Claim Methodology.

Post Filing Vacation Pay

- 22. Any vacation pay accrued from and/or payable after the Filing Date to the date of termination (the “**Post CCAA Vacation Period**”) has been paid to Terminated Employees as of July 9, 2021, and as such no Vacation Claim exists for the post filing time period.
- 23. Where it was determined by the Applicant and Monitor that the Terminated Employee, after the Filing Date, used more vacation time than they had accrued during the Post CCAA Vacation Period, the Vacation Claim shall be reduced accordingly by the number of vacation days taken in excess of the vacation entitlement accrued for the Post CCAA Vacation Period.

Part III – RHBP Claim Methodology

- 24. The methodology set forth in this Part III (the “**RHBP Claim Methodology**”) shall be utilized to calculate any Compensation Claims related to the termination of the RHBP (“**RHBP Claims**”).

RHBP Claims – LU Retirees

- 25. LU Retirees or the surviving spouses of LU Retirees who, as of April 30, 2021, had an entitlement to benefits under the RHBP will have a RHBP Claim calculated as follows:
the present value as at April 30, 2021 based on the Maximum Annual Benefit permitted for the Retiree, for i) if the primary member is still living - the greater of the number of years remaining to age 90 or 3 years, or ii) if the primary member is deceased, the remaining benefit term for the surviving spouse being 2 years from the date of death of the primary member, using a discount rate of 4%.
- 26. The Maximum Annual Benefits to be utilized for purposes of the RHBP Claim shall be based upon the current maximum annual benefits as follows, adjusted going forward for an annual increase of 1.7%:
 - (a) LUFA Members: \$1,587/\$977 for family plan and single plans, respectively;
 - (b) LUSU Members: \$1,373/\$686 for family plan and single plans, respectively;

- (c) LUAPS Members: \$1,587/\$977 for family plan and single plans, respectively;
- (d) Executives Members: \$1,587/\$977 for family plan and single plans, respectively;
- (e) Non-Unionized Employees: \$1,373/\$816 for family plan and single plans, respectively.

27. For greater clarity, LU Retirees do not include retirees of any Third Parties.

RHBP Claims – Terminated Employees

A. LU Terminated Employees

- 28. For LU Terminated Employees who were eligible to receive benefits under the RHBP as of April 30, 2021, as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees using the date of termination as the commencement of their benefit term.
- 29. To be eligible to receive benefits under the RHBP as of April 30, 2021, LU Terminated Employees must have met the following criteria:
 - (a) LU Terminated Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Terminated Employees must be at least 55 years of age as of April 30, 2021.
- 30. For LU Terminated Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Terminated Employees will be zero.
- 31. For greater clarity, LU Terminated Employees do not include terminated employees of any Third Parties.

B. Active LU Employees

- 32. For LU Active Employees, who are not LU Terminated Employees or LU Retirees, and were eligible to receive benefits under the RHBP as of April 30, 2021 as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees.
- 33. For greater certainty, to be eligible to receive benefits under the RHBP as of April 30, 2021, LU Active Employees must have met the following criteria:
 - (a) LU Active Employees must have made at least 15 years of contributions to the RHBP; and
 - (b) LU Active Employees must be at least 55 years of age as of April 30, 2021.
- 34. The RHBP Claim for LU Active Employees is based on the assumption that age 65 is the commencement of the benefit term for LUFA Members and Senior Leadership Members

(as defined in the Registered Pension Plan) and that age 62 is the commencement of the benefit term for all other Active Employees.

35. For LU Active Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Active Employees will be zero.
36. For greater clarity, LU Active Employees do not include active employees of any Third Parties.
37. Former Employees: for greater certainty there shall be no RHBP Claim in respect of Former Employees other than LU Retirees as set out above.

C. Third Parties

38. The methodology with respect to Third Party RHBP Claims continues to be under discussion among LU and the Third Parties and will be subject to further Order of the Court.

Part IV – SuRP Claim Methodology

39. The methodology set forth in this Part IV (the “**SuRP Claim Methodology**”) shall be utilized to calculate any Compensation Claim related to the termination of the SuRP (“**SuRP Claims**”).

A. Retirees and Former Employees

40. For Retirees who were entitled to receive SuRP benefits under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the Retiree shall be entitled to a SuRP Claim calculated as follows:

the present value of: (i) the annual payment amount due under the SuRP as determined by Eckler Ltd., Laurentian’s SuRP actuary, in accordance with the terms of the Laurentian University Supplemental Retirement Plan text, and (ii) the number of payment years remaining, calculated using a discount rate consistent with the interest rates (the “Select” and “Ultimate” rates calculated based on the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values) used by Eckler Ltd. for purposes of converting the Retiree’s pension streams to an immediate lump sum payment as at the individual’s retirement date.

41. For Former Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees described below.

B. LU Terminated Employees

42. For LU Terminated Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be

calculated by Eckler Ltd. on a lump sum basis, based on a settlement date of April 30, 2021. In particular, the SuRP Claim is equal to the difference between the value that would have been paid from the Registered Pension Plan if the income tax limits applicable to registered pension plans did not apply, and what would be actually payable from the Registered Pension Plan. The assumptions used to calculate the value of the SuRP Claim are:

- (i) The member's age at April 30, 2021;
- (ii) Interest rates used to convert the pension to an immediate lump sum: 1.9% for 10 years; 3.5% thereafter;
- (iii) Inflation rates used for pension escalation adjustments: 1.1% for 10 years; 2.0% thereafter;
- (iv) Mortality Table: CPM2014 with generational projection using improvement scale CPM-B (60% male / 40% female);
- (v) Form of pension: lifetime with 10-year guarantee;
- (vi) Pension commencement age: 50% probability that pension will commence at the age that maximizes the commuted value; 50% probability that pension will commence at the earliest age at which the member would be entitled to an unreduced lifetime pension;
- (vii) The maximum registered pension allowed under the *Income Tax Act* is assumed to increase by 2.1% for 10 years; 3.0% thereafter.

43. For greater clarity, this calculation represents the SuRP entitlement that has been earned, if any, as of April 30, 2021 based upon years of service and earnings as of April 30, 2021 utilizing the maximum registered pension plan income tax limit as forecast for the year the LU Terminated Employee attains age 62.

C. Active Employees

44. For Active Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as of April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees.

D. Individual Supplemental Pension Claim Methodology

45. For a Former Employee or Active Employee entitled to a SuRP under the terms of an individual contract of employment (ISuRP), the individual shall be entitled, in addition to any SuRP Claim described above, to a further SuRP claim calculated as follows:

- (a) For a Former Employee, the ISuRP entitlement calculated as at the Former Employee's last day of employment, as determined by Eckler Ltd. in accordance

with the terms and conditions of the individual employment agreement of the Former Employee, plus interest at 1.7% per annum to the Filing Date;

(b) For an Active Employee, the ISuRP entitlement earned based on earnings and service credited as at April 30, 2021 as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Active Employee.

Part V – Grievances Award Claim Methodology

46. Laurentian and LUFA, with the assistance of the Monitor and Mediator/Arbitrator William Kaplan, have reviewed all Grievances filed by LUFA in respect of any matter that is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date, or arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“**Pre-Filing Grievances**”).

47. All Pre-Filing Grievances have been resolved and/or a process agreed to have the Pre-Filing Grievances determined.

48. Where Pre-Filing Grievances have resulted in monetary Claims to be allocated to an individual LUFA Member pursuant to Awards/Settlements as a result of the resolution process set out above, such individual shall have a Grievance Award Claim as awarded / allocated.

Part VI - Section 33 Claims / Other Union Claims / Changes to Future Compensation

49. This Compensation Claims Methodology sets out all Compensation Claims arising as a result of the restructuring of the Applicant that may be made by Active Employees, Terminated Employees, Former Employees and Retirees.

50. For greater certainty, no further Compensation Claims exist, including but not limited to : (i) claims by the Unions pursuant to section 33 of the CCAA, (ii) any concessions provided/amendments to collective agreements negotiated during the CCAA, or (iii) any changes to policies or terms of employment of any Active Employees, Terminated Employees, Former Employees and Retirees.

Part VII – Pension Plan Claim

51. No Compensation Claims exist in respect of amendments made to the Registered Pension Plan for any Person.

52. No Compensation Claims exist in respect of the administration of commuted value payments, including the payment of commuted values in installments, under the Registered Pension Plan.

Part VIII - Employment / Professional / Research Allowances

53. Carry-forward, accrued but unused Employment/Professional/Research Allowances as at April 30, 2021 have been reduced to zero in accordance with the LUFA Term Sheet and LU amended policy. For Active Employees, Allowances accruing thereafter may be used during the course of employment in accordance with the LUFA Term Sheet and/or changes to existing terms and conditions of employment. In respect of Active, former or Terminated Employees, or Active Employees terminated during the course of the CCAA Proceedings, no Compensation Claims exist in respect of accrued but unused Employment / Professional / Research Allowances as of April 30, 2021, or in respect of any time period prior to the individual's date of termination.

This is Exhibit "D" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

SCHEDULE “A” TO DIRECTORS AND OFFICERS CLAIM
OF LAURENTIAN UNIVERSITY FACULTY ASSOCIATION / ASSOCIATION DES
PROFESSEURES ET PROFESSEURS DE L’UNIVERSITE LAURENTIENNE

1. Laurentian University Faculty Association (“**LUFA**”) claims, on its own behalf and on behalf all of its members and former members who are active or former employees (including retirees) of Laurentian University of Sudbury (“**Laurentian**”), Huntington University (“**Huntington**”), Thorneloe University (“**Thorneloe**”), the University of Sudbury (“**U of S**”), the SNO Lab and MIRARCO research centres and the Centre for Excellence in Mining Innovation (collectively, the “**Claimants**”), against all current and former directors and officers of Laurentian from July 1, 1998 to date (the “**Directors and Officers**”) for damages arising out of:
 - a. the misuse and loss of Retirees Health Benefit Plan (“**RHBP**”) trust funds;
 - b. the misuse and loss of funds awarded to Claimants by one or more of the three government granting agencies (and any other external sources of funding) for purposes described and approved in each grant award (including such expenses as research costs, equipment leases, researcher and grad student salaries etc.);
 - c. the loss by Claimants of Laurentian University Research Fund (“**LURF**”) benefits;
 - d. the loss by Claimants of professional development allowances;
 - e. the loss of sabbatical credits accumulated by Claimants who were terminated during the period that the stay of proceedings imposed pursuant to Laurentian’s filing under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) was in effect; and

- f. the extraordinary expenditures by LUFA, on behalf of its members (current and former) and retirees at Laurentian, Huntington, Thorneloe and U of S, of professional fees incurred by necessity to respond to the CCAA proceedings initiated by Laurentian.
2. The Directors and Officers against whom the Claimants are advancing the within claim include the current members of Laurentian's Board of Directors and the following individuals (amongst others):
 - a. Floyd Laughren;
 - b. Michael Atkins;
 - c. Jennifer Witty;
 - d. Claude Lacroix;
 - e. Dominic Giroux;
 - f. Pierre Zundel;
 - g. Robert Haché;
 - h. Carol McAulay; and
 - i. Lorella Hayes.

A. RHBP**(i) Background**

3. The RHBP is a retirement benefits plan available to employees of Laurentian, Huntington, Thorneloe, U of S, the SNO Lab and MIRARCO research centres, and the Centre for Excellence in Mining Innovation. A copy of the RHBP Policy is enclosed at **Tab 1**.
4. According to Laurentian President Robert Haché (“Mr. Haché”), as of January 30, 2021, there were 866 employees contributing to the RHBP but not yet collecting benefits, and 358 retirees who were eligible to collect RHBP benefits. See the Affidavit of Robert Haché, from the Application Record of Laurentian returnable February 1, 2021 (the “Haché Affidavit”), para. 164. A copy of the Haché Affidavit (without exhibits) is enclosed at **Tab 2**.
5. The RHBP was funded by monthly premium contributions from participating employees and annual contributions from Laurentian, Huntington, Thorneloe and the U of S.
6. Pursuant to the terms of the RHBP Policy, Laurentian was required to establish a trust account and to deposit all RHBP contributions into the trust account.
7. As admitted by Mr. Haché, Laurentian did not establish a trust account in respect of the RHBP and deposited RHBP contributions into Laurentian’s general operating bank account (Haché Affidavit, para. 169). Laurentian estimated that the RHBP accrued benefit obligation was approximately \$7.2 million as of April 30, 2020 (Haché Affidavit, para. 169).

8. The failure of the Directors and Officers to segregate the RHBP contributions into a separate trust account is confirmed by the Monitor. See for example the excerpt from the Monitor's Third Report to the Court dated April 26, 2021 which is enclosed at **Tab 3**.
9. As of February 1, 2021, when the University commenced proceedings under the CCAA, the RHBP was entirely unfunded.
10. As a result of Laurentian's misuse of RHBP contributions, which resulted in the complete depletion of RHBP funds, the RHBP was eliminated on April 5, 2021, in connection with the CCAA proceedings.

(ii) The Claim

11. LUFA claims, on its own behalf and on behalf of the Claimants, against the Directors and Officers, jointly and severally, for breach of fiduciary duty, breach of trust, knowing assistance of breach of trust, negligent and fraudulent misrepresentation, and breach of contract.
12. The legal grounds for LUFA's claim are as follows:

- a. **Breach of Fiduciary Duty:** The Directors and Officers were responsible for overseeing and/or managing the RHBP. The Directors and Officers had the ability to, and did in fact, exercise power, discretion and control over the RHBP. They were obligated pursuant to the RHBP Policy to create a trust account for the RHBP contributions and administer that account as trustees for the benefit of the Claimants. The Directors and Officers' power, discretion and control over the RHBP affected the Claimants' legal and practical interests as participants in the

RHBP. The Claimants relied on the Directors and Officers to hold the RHBP contributions in trust and administer them in accordance with the RHBP Policy. The Claimants were vulnerable to or at the mercy of the Directors and Officers with respect to the management of the RHBP and the use of their RHBP contributions. As such, the Directors and Officers owed a fiduciary duty to the Claimants *qua* RHBP participants. The Directors and Officers' fiduciary duty to the Claimants included a duty to act honestly, loyally and in good faith and to exercise prudence, care and skill in the administration of the RHBP. The Directors and Officers breached their fiduciary duty by 1) failing to establish a trust account, 2) failing to deposit RHBP contributions into a trust account, and 3) allocating RHBP funds to Laurentian's general operating account and depleting the RHBP funds without the knowledge or consent of the Claimants. The Directors and Officers' misconduct deprived the Claimants of RHBP benefits.

- b. **Breach of Trust/Knowing Assistance:** The Directors and Officers were trustees of the RHBP. The Directors and Officers are liable to the Claimants for breach of trust by virtue of the acts and omissions outlined in paragraph 10(a) above. In the alternative, if the Directors and Officers were not trustees, the Directors and Officers knowingly assisted the trustee(s) of the RHBP in breach of trust. The Directors and Officers had knowledge of the existence of the RHBP and of the requirement to deposit RHBP funds into a trust account. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the failure of the trustee(s) to establish a trust. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the depositing of RHBP funds into

the general operating account, which act exposed the RHBP participants to a risk that was not authorized under the RHBP Policy. Further, the Directors and Officers knew of (or were reckless or willfully blind to) the depletion and use of the RHBP funds for purposes other than the provision of benefits pursuant to the RHBP Policy. The Directors and Officers participated or assisted in this dishonest scheme by, *inter alia*: 1) reviewing and approving Laurentian's financial statements; 2) reviewing and approving the improper expenditure of RHBP funds; and 3) failing to disclose and/or concealing the misuse of the RHBP funds from the Claimants.

- c. **Negligent and/or Fraudulent Misrepresentation:** The Directors and Officers disseminated false and/or misleading information about the RHBP Policy, including but not limited to the "Memo to New Employees re RHBP" (enclosed at **Tab 3**), representing that the RHBP contributions would be deposited into a trust account, that the funds would be used for the purpose of providing benefits to eligible participants, and that the RHBP had sufficient funds to cover its benefit obligations. These representations were materially misleading because, *inter alia*: 1) the RHBP contributions were not deposited in a trust account; 2) as a result of the failure to properly segregate the RHBP contributions, the contributions were subject to an undisclosed risk of depletion for purposes other than providing the promised benefits; 3) the RHBP contributions were being used for purposes other than providing the promised benefits; and 4) the RHBP did not have sufficient funds to cover its benefit obligations. The Directors and Officers knew or should have known that the representations to the Claimants about the RHBP were materially misleading. It was reasonably foreseeable that the Claimants would rely on these

representations and the Claimants' reliance on them was reasonable in the circumstances. The Claimants relied on the Directors and Officers' misrepresentations to their detriment by electing to participate in and contribute to the RHBP while the Directors and Officers failed to secure and properly segregate the funds and likewise depleted the funds and/or allowed the funds to be depleted for reasons other than providing the promised RHBP benefits. The Directors and Officers breached the duty of care owed to the Claimants by making the above-outlined material misrepresentations.

- d. **Breach of Contract:** The terms of the RHBP Policy required Laurentian to establish a trust account and to deposit all RHBP contributions into the trust account. The Directors and Officers breached the RHBP Policy by failing to cause Laurentian to establish a trust account and to set aside RHBP contributions, resulting in the Claimants' loss of RHBP benefits.

(iii) Amount Claimed

13. LUFA seeks damages in the amount of **\$12.8 million** representing 1) the present value of future benefits (for Claimants who were eligible to receive RHBP benefits as of April 30, 2021) and 2) the value of each Claimant's lost prospective benefit, or the value of their total aggregate individual contributions to the RHBP, whichever is greater (for Claimants who were not eligible to receive RHBP benefits as of April 30, 2021).
14. In the alternative, in the June 16, 2020 Actuarial Report of Eckler Ltd. ("Eckler") in respect of the RHBP for the period May 1, 2019 to April 30, 2020, Eckler (**Tab 4**) ascribed the following values to (a) the loss of the surplus or excess contributions received from the

employees of each of Laurentian (\$1,766,753), SNO Lab (\$39,821), Huntington (\$41,080), Thorneloe (\$40,774) and University of Sudbury (\$111,595), and (b) the defined benefit obligation of each of these entities:

Summary of Main Disclosure Result for the Year Ending April 30, 2020

The key financial information for the fiscal year ending April 30, 2020 is summarized as follows:

	Laurentian	SNO	Huntington	Thorneloe	U of S	RHBP Total
Benefit cost/(income)	\$242,640	\$14,109	\$4,197	\$7,005	\$17,896	\$285,847
Fair value of plan assets	\$1,766,753	\$39,821	\$41,080	\$40,774	\$111,595	\$2,002,023
Defined benefit obligation	\$7,206,000	\$152,209	\$123,131	\$168,847	\$416,134	\$8,066,321
Defined benefit asset/(liability)	(\$5,437,247)	(\$112,388)	(\$82,051)	(\$128,073)	(\$304,539)	(\$6,064,298)
Employer contributions	\$147,598	\$2,859	\$2,746	\$2,727	\$5,616	\$161,544
Employee current service contributions	\$164,555	\$2,993	\$3,146	\$3,109	\$6,094	\$170,497
Employee past service contributions	\$0	\$0	\$0	\$0	\$0	\$0

15. In the alternative to the amount claimed in paragraph 13 above, the Claimants claim the value of the defined benefit obligation (\$6,064,298) described in the table above brought forward to July 30, 2021 (plus interest) against the Directors and Officers.

16. In the further alternative, the Claimants seek damages in an amount to be determined by a court-appointed actuary, calculated as follows:

- a. for Claimants (retired or terminated) who were eligible for RHBP as of April 30, 2021, damages equal to the present value of future benefits based on the following assumptions:
 - i. average life expectancy for primary member is 90 years old;
 - ii. remaining benefit term assumes greater of 3 years or number of years to age 90;
 - iii. if primary member already deceased, remaining benefit term for spouse is 2 years from the date of death of primary member;

- iv. annual benefit for all Claimants except grant-funded employees: \$1,587/\$977 for family plan and single plans, respectively;
- v. annual benefit for grant-funded Claimants: \$1,373/\$816 for family plan and single plans, respectively;

b. for Claimants (active) who were eligible for RHBP as of April 30, 2021, damages equal to the present value of future benefits based on the assumptions in subparagraph (a) above and assuming that the Claimants begin claiming future benefits at age 62; and

c. for Claimants who were not eligible to receive RHBP benefits as of April 30, 2021, damages based on the value of each Claimant's lost prospective benefit, or the value of their total aggregate individual contributions to the RHBP, whichever is greater.

B. MISUSE / LOSS OF RESEARCH / GRANT FUNDS

17. Laurentian was holding research funds on behalf of the Claimants, awarded to them by one or more of the Tri-Agencies (as that term is defined in the Haché affidavit sworn January 30, 2021), as well as other external sources of funding, for purposes described and approved in each grant award (including such expenses as research costs, equipment leases, researcher and grad student salaries etc.).

18. As is set out in the Haché affidavit (paras. 246-247), the funds received in respect of the Claimants from the Tri-Agencies and other external sources was not deposited into a separate, designated account but was instead deposited into Laurentian's main operating account. Haché confirmed that these funds were spent and that Laurentian has insufficient funds available to it to satisfy the obligations to the Claimants to whom these funds were awarded.

19. The amount of research funds held by Laurentian as at January 30, 2021 (the day prior to the CCAA filing) is not known to LUFA but is within the knowledge of Laurentian and/or the Monitor. LUFA claims that its members have lost grant monies because Laurentian failed to segregate the funds into a separate account and improperly and negligently used these funds to satisfy operating obligations. The loss of these research / grant funds by Laurentian is material and devastating to LUFA's members (Claimants) who will be unable to conduct their previously-planned research activities which will have a detrimental impact on their careers and their standing in their respective academic communities.

20. The Claimants claim damages against the Directors and Officers for the loss of these funds on the basis of the following causes of action: breach of fiduciary duty, breach of trust / knowing assistance, negligent and/or fraudulent misrepresentation, negligence and/or breach of contract.

C. LAURENTIAN UNIVERSITY RESEARCH FUND (“LURF”)

21. The LURF was a benefit negotiated by LUFA on behalf of its members, provided and funded by Laurentian as required by Section 6.25 of the 2017-2020 LUFA collective agreement. Only LUFA full-time faculty members (excluding sessionals and Master Lecturers) were eligible. The primary purpose of the LURF was to help full-time faculty members at Laurentian enhance scholarly productivity with the objective of nurturing and stimulating research.

22. The LURF funded two types of projects, research and publication. Applications for research grants may include requests for funds for publication. There was no predetermined allocation of funds to either of these two types of grants. The maximum award was

\$5000.00 per member. No member shall hold LURF grants totaling more than \$5000.00 in any 24-month period and a LURF grant may only be held for a maximum of 24 months.

23. As part of the restructuring of Laurentian, the LURF was eliminated. The effect of the loss of the LURF was that active LUFA members / active faculty members of Laurentian have lost access to the LURF funds granted to them but not yet awarded.

24. LUFA claims the loss of the LURF grants to its active members which was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the CCAA. But/for the actions / inactions of the Directors and Officers, LUFA's active members would have access to the LURF funds granted to them but not yet awarded. The amount of the LURF grants lost by the individual members of LUFA is within the specific knowledge of Laurentian.

25. LUFA also claims against the Directors and Officers in respect of any expenses incurred by its members pursuant to a LURF award which have not been reimbursed, the particulars of which are within the knowledge of Laurentian.

D. LOSS OF PROFESSIONAL DEVELOPMENT ALLOWANCE

26. Pursuant to Article 6.45 of the collective agreement between LUFA and Laurentian, Laurentian provided LUFA members (incl. sessional instructors pursuant to Article 4.70) with an annual allowance in the amount of \$2,450 for individual professional development, payment for thesis supervision and chair and director stipends. Any unused portion of these maximum allowances could be carried forward for up to two (2) years. Pursuant to

the Term Sheet entered into between LUFA and Laurentian in the CCAA proceedings, the allowance credits accumulated by LUFA members pursuant to this Article were zeroed out, resulting in the loss to LUFA's active members of this benefit.

27. LUFA claims on behalf of its active members (incl. sessionals pursuant to Article 4.70) against the Directors and Officers of Laurentian arising out of the loss of this benefit which was specifically negotiated by them in the prior collective agreement between the parties. The amount of the loss in respect of each individual member is within the knowledge of Laurentian. The loss of this benefit was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the CCAA. But for the actions / inactions of the Directors and Officers, LUFA's active members would have access to their respective allowance credits as set out above.

28. LUFA also claims against the Directors and Officers in respect of any expenses incurred by its members pursuant to the professional development allowance which have not been reimbursed, the particulars of which are within the knowledge of Laurentian.

E. LOSS OF SABBATICAL CREDITS

29. LUFA claims against the Directors and Officers of Laurentian on behalf of its members whose employment was terminated in the course of the CCAA proceedings for the loss of accumulated sabbatical credits.

30. Pursuant to Article 7.25 of the collective agreement between Laurentian and LUFA, LUFA members who complete six (6) years of full-time service are entitled to a 12-month

sabbatical leave during which they receive 85% of their salary. LUFA members whose employment was terminated by Laurentian have lost the sabbatical credits they were accumulating which was a benefit specifically due to them under the collective agreement. As a result of the loss of their employment, the terminated members have lost access to this credit and the sabbatical year at 85% pay.

31. The loss of sabbatical credits by LUFA's terminated members was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the *CCAA*. But/for the actions / inactions of the Directors and Officers, LUFA's active members would have access to their respective sabbatical credits as set out above. LUFA claims for the loss of these credits – the value of which is within the knowledge of Laurentian – against the Directors and Officers.

F. PROFESSIONAL FEES

32. The financial mismanagement and negligence of the Directors and Officers of Laurentian over the past number of years resulted in Laurentian applying for protection from its creditors pursuant to the *CCAA*.

33. In the ordinary course, in the event of financial hardship which necessitated the elimination of faculty positions, Laurentian would have recourse to the Financial Exigency clause in the collective agreement between the parties (Article 10.15). However, rather than avail itself of this process which had been the subject of negotiation and agreement between the parties, Laurentian made the *unilateral* decision to instead apply for CCAA protection. This decision, made without consultation with LUFA or its members, has resulted in LUFA

incurring substantially more in professional fees than it would have incurred in the course of the financial exigency process envisioned by Article 10.15. The demands of the CCAA process required LUFA to retain CCAA counsel (Goldblatt Partners LLP), financial experts (KSV Advisory) and an actuary (PBI Actuarial Consultants) which would not have been necessary (or, if they were, would not have been incurred by LUFA) in the financial exigency process provided for in the collective agreement.

34. LUFA claims that the decision of the Directors and Officers of Laurentian AND/OR the financial mismanagement and negligence of the Directors and Officers in the operation of Laurentian which culminated in its insolvency and CCAA application, has resulted in LUFA incurring the following damages in the form of unnecessary and increased professional fees (to date): (a) CCAA counsel (Goldblatt Partners LLP) \$415,000; (b) KSV Advisory \$91,128; PBI Actuarial \$12,475; and, labour counsel David Wright \$176,810. LUFA retains the right to claim for additional fees incurred in the course of the CCAA proceedings.

35. The total amount claimed by LUFA against the Directors and Officers under this heading is **\$695,413.**

36. The above claim is framed in negligence, breach of fiduciary duty, breach of contract and/or negligent and/or fraudulent misrepresentation.

SCHEDULE “A” TO PROOF OF CLAIM**CLAIM REGARDING RETIREES HEALTH BENEFIT PLAN**

1. Laurentian University Staff Union (“LUSU”) claims, on behalf all of its members (including members who are retirees, active employees and terminated employees of Laurentian University of Sudbury (“Laurentian”)) (the “Claimants”), against all current and former directors and officers of Laurentian from July 1, 1998, to date (the “Directors and Officers”) for damages arising out of the misuse of Retirees Health Benefit Plan (“RHBP”) trust funds.

A. BACKGROUND:

2. The RHBP is a retirement benefits plan available to employees of Laurentian, Huntington University, Thorneloe University, the University of Sudbury, the SNO Lab and MIRARCO research centres, and the Centre for Excellence in Mining Innovation. A copy of the RHBP Policy is enclosed at **Tab 1**. The terms of the RHBP are also summarized in an actuarial report prepared by Eckler Ltd., dated June 16, 2020 (the “Eckler Report”), at Section 9. A copy of the Eckler Report is enclosed at **Tab 2**.
3. According to University President Robert Haché (“Mr. Haché”), as of January 30, 2021, there were 866 employees contributing to the RHBP but not yet collecting benefits, and 358 retirees who were eligible to collect RHBP benefits. See the Affidavit of Robert Haché, from the Application Record of Laurentian returnable February 1, 2021 (the “Haché Affidavit”), para. 164. A copy of the Haché Affidavit (without exhibits) is enclosed at **Tab 3**.

4. The RHBP was funded by monthly premium contributions from participating employees and annual contributions from Laurentian, Huntington University, Thorneloe University and the University of Sudbury.
5. Pursuant to the terms of the RHBP Policy, Laurentian was required to establish a trust account and to deposit all RHBP contributions into the trust account.
6. As admitted by Mr. Haché, Laurentian did not establish a trust account in respect of the RHBP and deposited RHBP contributions into Laurentian's general operating bank account (Haché Affidavit, para. 169). Laurentian estimated that the RHBP accrued benefit obligation was approximately \$7.2 million as of April 30, 2020 (Haché Affidavit, para. 169). According to the Eckler Report (see **Tab 2**), the RHBP's defined benefit obligation for fiscal year ending April 30, 2020, was \$7,206,000.
7. As of February 2021, when the University commenced proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA proceedings"), the RHBP was entirely unfunded. The Third Report of the Monitor, dated April 26, 2021 (the "Third Report"), confirms that the RHBP is currently unfunded (para. 108) and provides further confirmation that Laurentian failed to establish a trust fund despite being required to do so pursuant to the terms of the RHBP Policy (paras. 134-135). A copy of the of Third Report is enclosed at **Tab 4**.
8. As a result of Laurentian's misuse of RHBP contributions, which resulted in the complete depletion of RHBP funds, the RHBP was eliminated on April 5, 2021, in connection with the CCAA proceedings.

B. CLAIM:

9. LUSU claims against the Directors and Officers, jointly and severally, for breach of fiduciary duty, breach of trust, knowing assistance of breach of trust, negligent and fraudulent misrepresentation, and breach of contract.

10. The legal grounds for LUSU's claim are as follows:

- a. **Breach of Fiduciary Duty:** The Directors and Officers were responsible for overseeing and/or managing the RHBP. The Directors and Officers had the ability to, and did in fact, exercise power, discretion and control over the RHBP. They were obligated pursuant to the RHBP Policy to create a trust account for the RHBP contributions and administer that account as trustees for the benefit of the Claimants. The Directors and Officers' power, discretion and control over the RHBP affected the Claimants' legal and practical interests as participants in the RHBP. The Claimants relied on the Directors and Officers to hold the RHBP contributions in trust and administer them in accordance with the RHBP Policy. The Claimants were vulnerable to or at the mercy of the Directors and Officers with respect to the management of the RHBP and the use of their RHBP contributions. As such, the Directors and Officers owed a fiduciary duty to the Claimants *qua* RHBP participants. The Directors and Officers' fiduciary duty to the Claimants included a duty to act honestly, loyally and in good faith and to exercise prudence, care and skill in the administration of the RHBP. The Directors and Officers breached their fiduciary duty by 1) failing to establish a trust account, 2) failing to deposit RHBP contributions into a trust account, and 3) allocating RHBP funds to

Laurentian's general operating account and depleting the RHBP funds without the knowledge or consent of the Claimants. The Directors and Officers' misconduct deprived the Claimants of RHBP benefits.

- b. **Breach of Trust/Knowing Assistance:** The Directors and Officers were trustees of the RHBP. The Directors and Officers are liable to the Claimants for breach of trust by virtue of the acts and omissions outlined in paragraph 10(a) above. In the alternative, if the Directors and Officers were not trustees, the Directors and Officers knowingly assisted the trustee(s) of the RHBP in breach of trust. The Directors and Officers had knowledge of the existence of the RHBP and of the requirement to deposit RHBP funds into a trust account. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the failure of the trustee(s) to establish a trust. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the depositing of RHBP funds into the general operating account, which act exposed the RHBP participants to a risk that was not authorized under the RHBP Policy. Further, the Directors and Officers knew (or were reckless or willfully blind to) the depletion of the RHBP funds for purposes other than the provision of benefits pursuant to the RHBP Policy. The Directors and Officers participated or assisted in this dishonest scheme by, *inter alia*: 1) reviewing and approving Laurentian's financial statements; 2) reviewing and approving the improper expenditure of RHBP funds; and 3) failing to disclose and/or concealing the misuse of the RHBP funds from the Claimants.
- c. **Negligent and/or Fraudulent Misrepresentation:** The Directors and Officers disseminated false and/or misleading information about the RHBP Policy,

including but not limited to the “Memo to New Employees re RHBP” (enclosed at **Tab 5**), representing that the RHBP contributions would be deposited into a trust account, that the funds would be used for the purpose of providing benefits to eligible participants, and that the RHBP had sufficient funds to cover its benefit obligations. These representations were materially misleading because, *inter alia*:

1) the RHBP contributions were not deposited in a trust account; 2) as a result of the failure to properly segregate the RHBP contributions, the contributions were subject to an undisclosed risk of depletion for purposes other than providing the promised benefits; 3) the RHBP contributions were being used for purposes other than providing the promised benefits; and 4) the RHBP did not have sufficient funds to cover its benefit obligations. The Directors and Officers knew or should have known that the representations to the Claimants about the RHBP were materially misleading. It was reasonably foreseeable that the Claimants would rely on these representations and the Claimants’ reliance on them was reasonable in the circumstances. The Claimants relied on the Directors and Officers’ misrepresentations to their detriment by electing to participate in and contribute to the RHBP while the Directors and Officers failed to secure and properly segregate the funds and likewise depleted the funds and/or allowed the funds to be depleted for reasons other than providing the promised RHBP benefits. The Directors and Officers breached the duty of care owed to the Claimants by making the above-outlined material misrepresentations.

d. **Breach of Contract:** The terms of the RHBP Policy required Laurentian to establish a trust account and to deposit all RHBP contributions into the trust

account. The Directors and Officers breached the RHBP Policy by failing to cause Laurentian to establish a trust account and to set aside RHBP contributions, resulting in the Claimants' loss of RHBP benefits.

C. IDENTITY OF DIRECTORS AND OFFICERS:

11. The Directors and Officers include, but are not limited to, the following individuals:

- a. Floyd Laughren;
- b. Michael Atkins;
- c. Jennifer Witty;
- d. Claude Lacroix;
- e. Judith Woodsworth;
- f. Dominic Giroux;
- g. Pierre Zundel;
- h. Robert Haché;
- i. Carol McAulay; and
- j. Lorella Hayes.

D. AMOUNT CLAIMED:

12. LUSU seeks damages equivalent to 1) the present value of future benefits (for Claimants who were eligible to receive RHBP benefits as of April 30, 2021) and 2) the value of the

individual contributions made to the RHBP (for Claimants who were not eligible to receive RHBP benefits as of April 30, 2021). LUSU estimates that the total damages for all RHBP participants (including participants who are members of other employee groups) to be \$12.8 million. This estimate is based on actuarial assumptions for the population derived from the active lives grouped data in the Pension Plan actuarial valuation as of January 1, 2020 and the total number of 866 employees contributing to the RHBP. LUSU seeks the Claimants' pro-rata share of the \$12.8 million in damages.

13. In the alternative to the amount claimed in paragraph 12 above, LUSU seeks damages in an amount to be determined by a court-appointed actuary, calculated as follows:

- a. For Claimants (retired) who were eligible to receive RHBP benefits as of April 30, 2021, damages equal to the present value of future benefits based on the following assumptions:
 - i. average life expectancy for primary member is 90 years old;
 - ii. remaining benefit term assumes greater of 3 years or number of years to age 90;
 - iii. if primary member already deceased, remaining benefit term for spouse is 2 years from the date of death of primary member; and
 - iv. annual benefit: \$1,373/\$686 for family plan and single plans, respectively.
- b. For Claimants (active) who were eligible to receive RHBP benefits as of April 30, 2021, damages equal to the present value of future benefits based on the

assumptions in paragraph 13(a) above and assuming that the Claimants begin claiming future benefits at age 62.

- c. For Claimants (active, retired and terminated) who were not eligible to receive RHPB benefits as of April 30, 2021, damages based on the value of each Claimant's individual contributions to the RHPB.

14. In addition, LUSU seeks punitive damages in the amount of \$1,000,000.

CLAIM REGARDING 2020 FURLOUGH PAYMENT

1. LUSU claims, on behalf of itself and all of its members (the “Claimants”), against all current and former directors and officers of Laurentian from March 2020 to date (the “Directors and Officers”) for damages resulting from the Directors and Officers’ fraudulent and/or negligent misrepresentations which induced LUSU to make a \$450,000 payment to Laurentian in 2020.

A. BACKGROUND:

2. In spring 2020, Laurentian approached LUSU and asked it to renegotiate its collective agreement before the end of the collective agreement’s term. Laurentian advised LUSU that it needed to reopen the collective agreement early because Laurentian was experiencing financial hardship. Laurentian advised LUSU that Laurentian needed to achieve \$1.5 million in savings to ensure Laurentian’s financial stability. On the basis of Laurentian’s representations, LUSU agreed to renegotiate portions of its collective agreement. The negotiations took place in May and June 2020 (the “2020 Negotiations”).
3. LUSU achieved Laurentian’s stated target of \$1.5 million in savings through a combination of benefit and compensation reductions and by providing Laurentian with a direct, one-time payment of \$450,000 on August 10, 2020. The \$450,000 payment (the “Furlough Payment”) was equivalent to the value of six furlough days for each active LUSU member. During the 2020 Negotiations, Laurentian (and, in particular, Vice-President of Administration Lorella Hayes) repeatedly assured LUSU that the stated target of \$1.5 million was all that was necessary from LUSU to ensure Laurentian’s financial stability and that no further cuts or payments would be required for the balance of the collective

agreement's term. Laurentian (and, in particular, Ms. Hayes) also specifically told LUSU that there would be no staff redundancies for the balance of the collective agreement's term. Laurentian agreed to extend the "no redundancy" provisions for the balance of the collective agreement's term, meaning that Laurentian agreed that it could not eliminate any bargaining unit positions until June 30, 2023.

4. In February 2021, Laurentian commenced proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA proceedings"). In connection with the CCAA proceedings, Laurentian laid off and/or terminated 41 LUSU members and imposed further salary and benefit reductions.

B. CLAIM:

5. LUSU claims against the Directors and Officers, jointly and severally, for negligent and/or fraudulent misrepresentation. The legal grounds for LUSU's claim are as follows:

- a. **Negligent and/or Fraudulent Misrepresentation:** The Directors and Officers made false and/or misleading statements to the Claimants during the 2020 Negotiations regarding Laurentian's financial circumstances. In particular, the Directors and Officers represented that by providing the Furlough Payment and agreeing to various salary and compensation reductions, Laurentian's financial position would become sufficiently stable to prevent any further cuts over the life of LUSU's collective agreement. But for this representation, the Claimants would not have agreed to the Furlough Payment. The Directors and Officers' representations were materially misleading because, unbeknownst to the Claimants, Laurentian was insolvent before, during, and after the 2020 Negotiations and

Laurentian did not have sufficient funds to cover existing obligations to LUSU members at the conclusion of the 2020 Negotiations. The Directors and Officers knew or should have known that the representations to the Claimants regarding the financial outlook of Laurentian were materially misleading. It was reasonably foreseeable that the Claimants would rely on these representations and the Claimants' reliance on them was reasonable in the circumstances. The Claimants relied on the Directors and Officers' misrepresentations to their detriment by agreeing to provide Laurentian with the Furlough Payment, while the Directors and Officers knew or should have known that the payment (and related compensation reductions) would not be sufficient to ensure Laurentian's financial stability or to prevent any further cuts over the life of LUSU's collective agreement. The Directors and Officers breached the duty of care owed to the Claimants by making the above-outlined material misrepresentations.

C. IDENTITY OF DIRECTORS AND OFFICERS:

6. The Directors and Officers include, but are not limited to, the following individuals:
 - a. Robert Haché; and
 - b. Lorella Hayes.

D. AMOUNT CLAIMED:

7. LUSU seeks damages in the amount of \$450,000, being the value of the Furlough Payment.

CLAIM REGARDING LEGAL FEES

1. LUSU claims, on behalf itself and all of its members (the “Claimants”), against all current and former directors and officers of Laurentian from July 1, 1998, to date (the “Directors and Officers”) for special damages resulting from the misconduct outlined above and from the Directors and Officer’s fraudulent and/or negligent misrepresentations with respect to the financial condition of Laurentian.

A. BACKGROUND:

2. LUSU relies on the facts set out in the preceding sections.

B. CLAIM:

3. LUSU relies on the legal analysis set out in the preceding sections in support of its claim for special damages. Additional legal ground for LUSU’s claim is as follows:

a. **Negligent and/or Fraudulent Misrepresentation:** The Directors and Officers’ misrepresentation with respect to Laurentian’s financial circumstances (outlined above) caused LUSU to renegotiate its collective agreement twice: first, in spring 2020 and again in March/April 2021 in connection with the CCAA proceeding. LUSU would have avoided some or all of the legal fees incurred in the 2020 negotiation and in the CCAA proceeding but for the Directors and Officers’ misrepresentations. The Directors and Officers materially misled LUSU and other employee groups about Laurentian’s financial circumstances for a period of several years. The Directors and Officers material misrepresentations, coupled with their negligent and incompetent management of the affairs and finances of Laurentian,

prevented LUSU and other employee groups from engaging in restructuring efforts outside of the CCAA process. The Directors and Officers' misrepresentations caused LUSU to incur unnecessary legal expenses.

C. IDENTITY OF DIRECTORS AND OFFICERS:

4. The Directors and Officers include, but are not limited to, the following individuals:
 - a. Floyd Laughren;
 - b. Michael Atkins;
 - c. Jennifer Witty;
 - d. Claude Lacroix;
 - e. Judith Woodsworth;
 - f. Dominic Giroux;
 - g. Pierre Zundel;
 - h. Robert Haché;
 - i. Carol McAulay; and
 - j. Lorella Hayes.

D. AMOUNT CLAIMED:

5. LUSU seeks special damages in the amount of \$300,000, representing the legal fees incurred by LUSU as a result of the Directors and Officers' misconduct.

This is Exhibit "E" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

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**

AMENDED PLAN OF COMPROMISE AND ARRANGEMENT

September 9, 2022

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AMENDED PLAN OF COMPROMISE AND ARRANGEMENT

This is the plan of compromise and arrangement of the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

ARTICLE I INTERPRETATION

1.1 Definitions

In this Plan, including the Schedules attached hereto, all capitalized terms and grammatical variations of such words and phrases shall have the following meanings:

Administration Charge	The charge granted in the Initial Order, up to a maximum amount of \$1,250,000 over the Applicant's property in favour of the Monitor, counsel to the Monitor, counsel to the Applicant, and advisors to the Applicant, as security for their professional fees and disbursements incurred at their respective standard rates and charges.
Administration Reserve	Has the meaning given in Section 6.2.
Affected Claims	All Claims other than Unaffected Claims.
Affected Creditor	A Creditor with an Affected Claim.
Applicable Law	Any law, statute, order, decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law, whether in Canada or any other country, or any domestic or foreign state, county, province, city or other political subdivision of any Governmental Authority.
Applicant	Laurentian University of Sudbury.
Board of Governors	Board of Governors of Laurentian University of Sudbury.
Business	The business conducted by the Applicant consisting of the ongoing operation of a bilingual and tri-cultural post-secondary university in the City of Sudbury.
Business Day	A day other than a Saturday, Sunday, statutory or civic holiday in Sudbury, Ontario.
Bylaws	Bylaws of the Board of Governors of Laurentian University of Sudbury.
CCAA	<i>Companies' Creditors Arrangement Act</i> , R.S.C. 1985, c. C-36, as amended.
CCAA Charges	Collectively, the Administration Charge, the Directors' Charge, and the DIP Lender's Charge, as each term is defined in the Initial Order or the DIP Approval Order, as applicable.

CCAA Priority Claims	Claims that are required to be paid pursuant to sections 6(3), 6(5), and 6(6) of the CCAA.
CCAA Proceeding	The proceeding commenced by the Applicant pursuant to the CCAA on the Filing Date, bearing Court File No. CV-21-656040-00CL.
Claims	Collectively, all: (a) Pre-Filing Claims, (b) Restructuring Claims, (c) D&O Claims, and (d) Compensation Claims.
Claims Bar Date	The claims bar dates as set out in the Claims Process Order or the Compensation Claims Process Order, as applicable.
Claims Process	The process to determine the validity and quantum of Claims pursuant to the Claims Process Order or the Compensation Claims Process Order, as applicable.
Claims Process Order	The Amended and Restated Claims Process Order granted by Chief Justice Morawetz dated May 31, 2021, as may be further amended.
Compensation Claim	<p>The following claims against the Applicant:</p> <p>(a) all claims in respect of the following:</p> <p>(i) claims of any Employee or Retiree 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), termination or severance 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 Pension Plan, RHBP and SuRP), vacation pay, and employee expenses;</p> <p>(ii) claims of any Employee or Retiree arising from the administration, management or oversight of any of the pension plans or employee benefit plans administered or sponsored by the Applicant (including the Pension Plan, RHBP and SuRP); and</p> <p>(iii) claims by any Employee or Retiree, or the surviving spouse or other beneficiary of any Employee or Retiree, for other amounts owing to such Person in their capacity as an Employee, as plan member, surviving spouse or other beneficiary of the plan, to</p>

the extent not already captured in subparagraphs (i) or (ii) above;

- (b) claims by any Employee or Union (whether on behalf of an Employee or otherwise) 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 and is in respect of any matter that:
 - (i) is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date; or
 - (ii) arises as a result of the restructuring of the Applicant prior to the date of the Compensation Claims Process Order, including for greater certainty any grievance related to the Union Restructuring Agreements;
- (c) claims by any Union arising pursuant to section 33(5) of the CCAA; and
- (d) claims by any of the Third Parties, in each case made on behalf of any of their respective Third Party Employees, in each case solely in respect of any claims relating to the participation of their current or former employees in the RHBP.

For greater certainty, Compensation Claims shall not include any D&O Claims.

**Compensation
Claims Process
Order**

The Amended Compensation Claims Process Order granted by Chief Justice Morawetz dated August 17, 2021, as may be further amended.

**Conditional Real
Estate Agreement**

Has the meaning given in Section 5.1.

**Continuous
Improvement
Committee**

The committee to be created to ensure that, once service-delivery and other operational processes, procedures, and policies have been reviewed and approved as contemplated in the Nous Operational Report, constant review occurs such that the Applicant is aware of best practices within the sector. The Continuous Improvement Committee will include representation from employee groups and other stakeholders.

Court

Ontario Superior Court of Justice (Commercial List).

Creditor

A Person with a Claim, including the transferee or assignee of a transferred Claim that is recognized as a Creditor by the Monitor in accordance with the Claims Process Order or the Compensation Claims Process Order, or a trustee,

	liquidator, receiver, receiver and manager or other Person acting on behalf of such Person.
CRO	Chief Redevelopment Officer Mr. Louis (Lou) Pagnutti, appointed by Order dated May 31, 2021.
Cure Period	Has the meaning given in Section 5.4.
D&O	Any Director or Officer who is or was or may be deemed to be or have been a director or officer of the Applicant, including any <i>de facto</i> director or officer of the Applicant at any time up to the Plan Implementation Date.
D&O Claim	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 or omission as a Director or Officer of the Applicant.
D&O Claims Bar Date	5:00 p.m. (prevailing Eastern Time) on July 30, 2021.
D&O Indemnity Claim	Has the meaning given in Section 6.1.
Designated Real Estate Assets	The specific real estate assets that may be identified in the future as being subject to a sale by the Applicant to: (a) the Province, or (b) as directed or consented to by the Province pursuant to the process described in Article V.
DIP Approval Order	The Order granted by Chief Justice Morawetz dated January 27, 2022.
DIP Facility	The debtor-in-possession (DIP) financing in the principal amount of \$35 million provided by the DIP Lender to the Applicant to effect a refinancing of the debtor-in-possession facility originally fully advanced by Firm Capital Corporation as original DIP lender, which refinancing occurred on January 29, 2022.
DIP Lender	Her Majesty the Queen in right of Ontario, as represented by the Minister of Colleges and Universities.
DIP Lender's Charge	The third-ranking charge granted in the DIP Approval Order as security for the Applicant's indebtedness and obligations under the DIP Facility.
DIP Loan Agreement	The DIP Loan Agreement dated January 19, 2022, between the DIP Lender and the Applicant, approved by the DIP Approval Order.
Directors	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.
Directors' Charge	The second-ranking charge granted in the Initial Order up to a maximum amount of \$2,000,000, and the fourth-ranking charge granted in the Initial Order up to a maximum amount of \$3,000,000, in each case as security for the

indemnity provided by the Applicant to the directors, officers, and the Board of Governors against obligations and liabilities that may be incurred as directors or officers of the Applicant after the Filing Date, save and except to the extent that any such liability was incurred as a result of gross negligence or wilful misconduct.

Distribution Date	One or more Business Days that distributions are made by the Monitor in accordance with the provisions of the Plan, the Sanction Order, and any other applicable Order made in the CCAA Proceeding.
Distribution Pool	A cash pool from which the Monitor shall make distributions in respect of CCAA Priority Claims, Secured Claims, Vacation Pay Compensation Claims, and Affected Claims, into which shall be deposited in accordance with this Plan: (i) the amount funded by the Applicant required to satisfy the CCAA Priority Claims, Secured Claims, and Vacation Pay Compensation Claims, in full in accordance with this Plan, and (ii) the Net Sale Proceeds, not exceeding the Plan Consideration, from the disposition of the Designated Real Estate Assets, less any amounts reimbursed to the Applicant in accordance with Section 5.3. For greater certainty, the aggregate deposits into the Distribution Pool from all sources, net of amounts reimbursed to the Applicant in accordance with Section 5.3, shall not in any circumstance exceed the Plan Consideration.
Distribution Record Date	The date that is seven (7) Business Days prior to the date that any distribution is made under the Plan.
Effective Time	The time on the Plan Implementation Date that the Monitor delivers its certificate in accordance with Section 10.3 of the Plan.
EI Confirmation	In respect of a Creditor with a Compensation Claim, confirmation from Employment and Social Development Canada of the amount, if any, owing by such Creditor pursuant to section 45 of the <i>Employment Insurance Act</i> (Canada).
Employee	The current and former employees of the Applicant.
Encumbrances	Any mortgage, charge, pledge, lien (statutory or otherwise), hypothec, security interest (whether contractual, statutory or otherwise), encumbrance, statutory or possessory lien, trust or deemed trust (whether contractual, statutory, or otherwise), execution, levy, charge, interest in property, or other financial or monetary claim or lease of personal property that creates a security interest, in respect of any assets that the Applicant owns, has an interest, or to which the Applicant is entitled or that secures payment or performance of an obligation, or similar charge of any kind.
Excluded D&O Claims	The 12 D&O Claims filed in the Claims Process on or before the D&O Claims Bar Date (none of which are being determined within the Claims Process) only as such D&O Claims are particularized in the corresponding proof(s) of claim filed in the Claims Process. For the avoidance of doubt, the Excluded D&O Claims are only the 12 D&O Claims filed in the Claims Process prior to the D&O Claims Bar Date, and for each such claim, an Excluded D&O Claim is

strictly and narrowly defined to include only the specific claimant(s), specific defendant(s), specific cause(s) of action asserted, and maximum amount expressly asserted in each such proof of claim. In no way shall any part of this Plan be interpreted to define any demand of any kind by any form of entity (including any agent, successor, assign, administrator, or any other form of party) as an Excluded D&O Claim that has not been filed in the Claims Process (and not expressly particularized in the associated proof(s) of claim), such claims having been barred and extinguished by the Claims Process Order, the Compensation Claims Process Order, the Meeting Order, and/or the applicable Claims Bar Dates. Notwithstanding the above, in respect of the Excluded D&O Claim filed by each of the Unions, it does not prevent each of those two Excluded D&O Claims from being pursued by one (but not both of): (i) the named Union; or (ii) a named individual LUSU or LUFA member as authorized representative on behalf of that Union's members, pursuant to Rule 12 of the Ontario *Rules of Civil Procedure* or to the *Class Proceedings Act, 1992*, provided that such Excluded D&O Claim brought by such named individual LUFA or LUSU representative shall be advanced on the same basis (including as to costs) as if advanced by LUFA or LUSU and shall continue to be strictly and narrowly limited to only the specific claimant(s) on whose behalf such claim was expressly asserted, and the specific defendant(s), specific cause(s) of action asserted, and maximum amount expressly asserted, in the proofs of claim filed by the Unions in the Claims Process on or before the D&O Claims Bar Date.

Exit Financier	A party who provides exit financing to the Applicant in an amount sufficient to fully and permanently repay the DIP Facility.
Exit Financing	A loan to be obtained by the Applicant, the proceeds of which are in an amount sufficient to fully and permanently repay the DIP Facility.
Exit Financing Documentation	The loan agreement and related documentation entered into by the Applicant and the Exit Financier in connection with the Exit Financing.
Exit Financing Facility	The Exit Financing facility to be entered into between the Applicant and the Exit Financier.
EY	Ernst & Young Inc. in respect of services provided to the Applicant before and after the Filing Date, including in respect of services provided in its capacity as Monitor, and including any of its affiliates, partners, officers, directors, employees, agents, subcontractors and legal counsel.
Filing Date	February 1, 2021.
Governmental Authority	Any government (including the Provinces and the Federal Government), regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any

administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.	
Guaranteed Minimum Plan Consideration Amount	Has the meaning given in Section 5.4.
Huntington Released Claims	Solely in respect of Huntington University, any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, liabilities, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses, executions, encumbrances and recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any Person has or may be entitled to assert, whether known or unknown, matured or unmatured, contingent or actual, direct, indirect or derivative, at common law, in equity or under statute, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, matter or occurrence existing or taking place at or prior to the Effective Time, that in any way relate to or arise out of or in connection with: (a) the discontinuation of the RHBP, and (b) the discontinuation of any courses or programs previously offered by Huntington University.
Implementation Steps	Has the meaning given in Section 4.1.
Initial Order	The Initial Order granted by Chief Justice Morawetz dated February 1, 2021, as amended and restated from time to time.
Insured Claims	Those Claims listed on Schedule "A".
LUAPSA	Laurentian University Administrative and Professional Staff Association.
LUFA	Laurentian University Faculty Association.
LUSU	Laurentian University Staff Union.
Material Post-Filing Grievances	A post-filing grievance that may jeopardize the ordinary course operations of the Applicant or may jeopardize the restructuring of the Applicant in any way due to the nature of the post-filing grievance.
Meeting	The meeting of Affected Creditors held pursuant to the Meeting Order to consider and vote on the Plan.
Meeting Order	An order to be obtained from the Court directing the calling and holding of a Meeting of Affected Creditors to consider and vote on the Plan, as such order may be amended from time to time.

Monitor	Ernst & Young Inc., solely in its capacity as the Court-appointed Monitor of the Applicant.
Monitor's Plan Implementation Certificate	The certificate referred to in Section 10.3 of the Plan.
Net Sale Proceeds	The remaining proceeds of sale after deducting all costs incurred by Laurentian in completing the sale of the Designated Real Estate Assets, including without limitation, if applicable, any relocation costs that may be necessary, the cost of renovating new space to make it suitable for the transfer of facilities, programs or people including moving from other buildings or premises, capital expenses incurred prior to the sale of the Designated Real Estate Assets, holding and carrying costs, taxes, professional fees including any consultants that may be required to assist with the process, and costs incurred in connection with the sale and transfer of the Designated Real Estate Assets.
Non-Released Claims	Any and all of: <ul style="list-style-type: none"> (a) the right to enforce the Unaffected Claims against the Applicant, to the extent that such Unaffected Claims are not paid in full pursuant to the Plan; (b) the right to enforce against the Applicant any of its obligations under the Plan, under the Sanction Order, or under any document delivered by the Applicant on the Plan Implementation Date pursuant to the Plan; (c) the right to assert the Excluded D&O Claims, but only by the specific claimant(s), against the specific D&Os named in the Excluded D&O Claims, for the specific cause(s) of action asserted and for the maximum amount expressly particularized in each corresponding proof of claim; (d) claims by EY, the CRO, counsel to the Applicant, counsel to the Monitor, and independent counsel to the Board, including as secured by the CCAA Charges; or (e) any claim against a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct.
NOSM Endowment Funds	The amount held in the investment account of the Applicant representing amounts received in respect of scholarships, bursaries and designated donations made by third parties for the benefit of NOSM University students, plus accumulated investment income and gains or losses, less amounts

distributed to NOSM University to fund such scholarships or bursaries, to be determined as at the Plan Implementation Date.¹

NOSM University	Northern Ontario School of Medicine University.
Nous Governance Report	The Governance Review of Laurentian University Report dated January 2022.
Nous Operational Report	The Operational Review of Laurentian University Report dated January 2022.
Officers	All current and former officers of the Applicant, and “Officer” means any one of them.
Order	Any final order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.
Pension Plan	The Retirement Plan of Laurentian University of Sudbury, Registration No. 0267013, which is administered as a single employer pension plan under the <i>Pension Benefits Act</i> , R.S.O. 1990, c. P.8 and the regulations made thereunder, including all amendments made by the Applicant during the CCAA Proceeding.
Person	An individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Authority or any agency, instrumentality or political subdivision of a Governmental Authority, or any other entity or body, which for greater certainty includes the Applicant.
Plan	This Amended Plan of Compromise and Arrangement pursuant to the CCAA concerning, affecting and involving the Applicant and its D&Os, including all Schedules listed herein.
Plan Consideration	Has the meaning given in Section 5.2.
Plan Default	Has the meaning given in Section 5.4.
Plan Implementation Conditions	Has the meaning given in Section 10.1.

¹ The amount of the NOSM Endowment Funds as of April 30, 2022, was \$14.6 million. The actual amount of the NOSM Endowment Funds that will be transferred to NOSM University will be updated to reflect further investment income and gain or losses earned on the NOSM Endowment Funds up to the month end prior to the Plan Implementation Date for which the most recently available monthly investment account statement is available. For purposes of determining investment income and gains or losses, the aggregate investment income, gains and losses in the Applicant’s investment account will be allocated proportionately as between the NOSM Endowment Funds and other Laurentian endowment funds held in the investment account.

Plan Implementation Date	The date that the Monitor delivers to the Service List in the CCAA Proceeding the Monitor's Plan Implementation Certificate.
Post-Plan Implementation Steps	Has the meaning given in Section 4.2.
Pre-Filing Claim	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.
Pre-Filing Grievances	Grievances based in whole or in part on facts existing prior to the Filing Date or related to a time period prior to the Filing Date.
Project Management Consultant	Has the meaning given in Section 4.2.
Proof of Claim	A proof of claim filed in accordance with the Claims Process Order or the Compensation Claims Process Order, as applicable.
Proven Claim	A Claim (or the portion thereof) that has been finally determined: (a) in the case of an Affected Claim, for voting and distribution purposes, and (b) in the case of an Unaffected Claim, for the purposes of any treatment thereof contemplated by the Plan.
Province	Her Majesty the Queen in right of Ontario and all of its ministries, agencies, and other entities.
Real Estate Purchase Agreement	Has the meaning given in Section 5.2.
Released Claims	In respect of the Released Parties, any and all demands of any kind, whether in respect of any debt, obligation, or property interest of any kind, claims (including claims for contribution or indemnity), actions, causes of action, counterclaims, suits, debts, sums of money or any manner of recovery, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses,

executions, Encumbrances, and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, that any Person has or may be entitled to assert, whether or not asserted or filed, reduced to judgment, liquidated or unliquidated, fixed, contingent, known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, directly or by guarantee, surety or otherwise, and whether or not executory or anticipatory in nature, based in whole or in part on any right, act, omission, transaction, duty (including any legal, statutory, equitable or fiduciary duty or standard of care), responsibility, indebtedness, liability, obligation, dealing, matter or other occurrence existing or taking place at or prior to the Effective Time, or such later time as actions are taken to implement the Plan, that in any way relate to, or arise out of, or are in connection with:

- (a) any Claims;
- (b) any Claim that has been barred or extinguished by the Claims Process Order, the Compensation Claims Process Order or the Meeting Order, including for greater certainty any Claim that has not been filed with the Monitor by the applicable Claims Bar Dates;
- (c) any and all Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances by the Unions;
- (d) the assets, obligations, Business, property or affairs of the Applicant;
- (e) the administration and/or management of the Applicant (including but not limited to the Pension Plan and the RHBP);
- (f) the CCAA Proceeding or any matter or thing relating to or occurring in or in connection with the CCAA Proceeding, including but not limited to the terms of the Plan (but for greater certainty not any enforcement of the terms of the Plan against the Applicant); or
- (g) matters in respect of implementation of the Plan, either on or after the Plan Implementation Date;

but which, for greater certainty, and notwithstanding anything else contained herein, shall not include any Non-Released Claims.

Released Parties

Shall mean: (a) the Applicant (including in its capacity as administrator and sponsor of the Pension Plan), (b) the CRO, (c) EY, and (d) their respective Representatives.

Representatives

In relation to a Person, the directors, officers, partners, employees, consultants, legal counsel, actuaries, advisers, and agents, including their

respective heirs, executors, administrators and other legal representatives, successors and assigns, and each of their respective employees and partners.

Required Majority	With respect to the class of Affected Creditors, the affirmative vote of a majority in number of all voting (in person or by proxy) Affected Creditors holding Affected Claims and representing not less than 66 2/3% in value of the Affected Claims voting (in person or by proxy) at the Meeting.
Restructuring Claim	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 the Claims Process Order.
Restructuring Grievances	Grievances arising as a result of the restructuring of the Applicant prior to the date of the Compensation Claims Process Order, including for greater certainty any grievance related to the Union Restructuring Agreements.
Restructuring Steps	Together, the Implementation Steps and the Post-Plan Implementation Steps.
Retiree	A former employee of the Applicant who has retired from the Applicant, with such retirement being effective prior to April 30, 2021.
RFP	Request for Proposals.
RHBP	The Retirees Health Benefit Plan administered by the Applicant, including as it relates to Employees, Retirees, and Third Party Employees.
Sanction Order	An Order under the CCAA sanctioning the Plan and other relief contemplated in the Plan, as such order may be amended by any court of competent jurisdiction, in form and content satisfactory to the Applicant.
Schedules	Has the meaning given in Section 1.5.
Secured Claims	All Proven Claims of a Creditor, to the extent that it is determined in the Claims Process that such Claims are secured by a valid Encumbrance that is duly and properly registered or otherwise perfected in accordance with Applicable Law in the appropriate jurisdiction as of the Filing Date or thereafter pursuant to an Order, to the extent of the value of such Encumbrance as at the Filing Date (having regard to the value of the assets subject to such Encumbrance and the priority of such Encumbrance) and which Claim is entitled to be proven as a secured claim pursuant to the provisions of the CCAA.
Secured Creditor	Any Creditor with a Secured Claim.
Strategic Plan	Has the meaning given in Section 4.2.

SuRP	All supplementary pension arrangements including the Laurentian University Supplemental Retirement Plan and all individual contractual supplementary pension arrangements.
Third Parties	Huntington University, Thorneloe University, University of Sudbury, Sudbury Neutrino Observatory Laboratory, Mining Innovation Rehabilitation and Applied Research Corporation, and Centre for Excellence in Mining Innovation.
Third Party Employees	Any current or former employee of a Third Party, including any retirees or surviving spouses of retirees of the Third Party, who participated in the RHBP.
Transformation Consultation Group	Has the meaning given in Section 4.1(b).
Unaffected Claim	Has the meaning given in Section 2.3.
Unaffected Creditor	A Creditor of the Applicant with an Unaffected Claim, but only as it relates to such portion of its Claim that is an Unaffected Claim, if any.
Undeliverable Distribution	Has the meaning given in Section 7.11.
Union Restructuring Agreements	<ul style="list-style-type: none"> (a) The term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021, entered into between the Applicant and LUFA dated April 7, 2021; (b) the term sheet, including its schedules (including for greater certainty, the Pension Term Sheet dated April 7, 2021), entered into between the Applicant and LUSU dated April 5, 2021, and (c) the memorandum of understanding entered into between the Applicant and LUFA dated April 7, 2021.
Unions	Collectively, LUFA and LUSU.
Unresolved Claim	A Claim (or the portion thereof) in respect of which a Proof of Claim has been filed in a proper and timely manner or a notice of claim delivered by the Applicant or the Monitor, in each case prior to the applicable Claims Bar Dates in accordance with the Claims Process Order or the Compensation Claims Process Order, but which Claim has not been finally determined in accordance with the Claims Process Order or the Compensation Claims Process Order. For greater certainty, Unresolved Claims shall not include any Claims that have been disallowed in the Claims Process or the Compensation Claims Process, which disallowance constitutes a final determination of the Claim.
Unresolved Claims Reserve	Has the meaning given in Section 6.1.

Unresolved Secured Claim	An Unresolved Claim wherein the Proof of Claim asserts that such Claim (or a portion thereof) is secured by a valid Encumbrance.
Vacation Pay Compensation Claim	The Claim of a former employee for outstanding vacation pay equal to the difference, if any, between: (a) unpaid vacation pay owing to such former employee as of the last day of employment, and (b) any amounts required to be paid to the former employee pursuant to section 6(5) of the CCAA, as determined in accordance with the Compensation Claims Process Order.

1.2 Certain Rules of Interpretation

For the purposes of the Plan:

- (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) unless otherwise specified, all references to currency are in Canadian dollars;
- (d) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “articles” and “sections” intended as complete or accurate descriptions of the content thereof;
- (e) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of the Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (f) the words “includes” and “including” and similar terms of inclusion will not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather will mean “includes but is not limited to” and “including but not limited to”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day means prior to 5:00 p.m. (Toronto time) on such Business Day;
- (h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by

extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

- (i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature or Governmental Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (j) references to a specified “article” or “section” will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions will be deemed to refer generally to the Plan and not to any particular article, section or other portion of the Plan and includes any documents supplemental hereto;
- (k) references to “Affected Creditor”, or “Unaffected Creditor” refer to Creditors of the Applicant in such capacity; and
- (l) when a capitalized term used in the Plan references a definition in an Order or any other document, the Plan shall be interpreted as if the definition in that Order or other document is included in the Plan.

1.3 Successors and Assigns

The Plan will be binding upon and enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and permitted assigns of any Person named or referred to in or subject to the Plan.

1.4 Governing Law and Jurisdiction

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions will be subject to the exclusive jurisdiction of the Court.

1.5 Schedule

The following Schedule to the Plan (the “**Schedule**”) is incorporated by reference into the Plan and forms a part of it:

Schedule “A” – Insured Claims

ARTICLE II

PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purposes of the Plan are to:

- (a) complete a restructuring of the Applicant by, among other things, implementation of the Plan, which will provide the Applicant with the opportunity to operate as a going concern bilingual and tri-cultural post-secondary university in the City of Sudbury;
- (b) provide for the compromise of all Affected Claims by providing to Affected Creditors with Proven Claims a distribution in accordance with the terms of the Plan;
- (c) effect a release and discharge of all Affected Claims, Released Claims, and the Huntington Released Claims;
- (d) provide a basis whereby the Applicant and its operations continue as a going concern, having addressed its liquidity issues, long-term financial viability issues, with recommendations to address operational and governance components, all with the expectation that the Affected Creditors will derive a greater benefit from implementation of the Plan than they would receive from a bankruptcy or liquidation of the Applicant; and
- (e) permit the Applicant to exit the CCAA Proceeding.

2.2 Affected Claims and Released Claims

The Plan provides for the compromise of all Affected Claims held by Affected Creditors and a full, final, and irrevocable release and discharge of the Released Claims and Huntington Released Claims. The Plan will become effective at the Effective Time in accordance with its terms and will be binding on and enure to the benefit of the Applicant, the Released Parties, and all other Persons named or referred to in, or who are subject to, the Plan.

2.3 Unaffected Claims

In accordance with Section 11.1, the Plan, in its entirety, is binding on Unaffected Creditors. Subject to the foregoing, the Plan does not compromise in any manner the following claims (collectively, the “**Unaffected Claims**”):

- (a) CCAA Priority Claims;
- (b) Vacation Pay Compensation Claims;
- (c) Insured Claims;

- (d) Excluded D&O Claims;
- (e) Secured Claims; and
- (f) claims by EY, the CRO, counsel to the Applicant, counsel to the Monitor, and independent counsel to the Board, including as secured by the CCAA Charges.

Nothing in the Plan will affect the Applicant's rights and defences, both legal and equitable, with respect to any Unaffected Claims including all rights or entitlements to set-offs or recoupments against such Unaffected Claims.

2.4 Plan is Without Prejudice to Excluded D&O Claims

- (a) Subject to the express provisions hereof, the Plan does not compromise or affect in any manner the Excluded D&O Claims as against the D&Os.
- (b) The Claims Process was conducted for the purpose of identifying all potential Claims and determining the validity and quantum, if any, of Affected Claims for voting and distribution purposes within the CCAA Proceeding. The Claims Process (including any steps taken within the Claims Process or any determinations made in the Claims Process) is without prejudice to any positions, rights, defences or arguments that any Creditor, the Applicant, the D&Os, their insurer(s), or the Monitor have or may have, now or in the future, in respect of any Excluded D&O Claim. A finding or determination of any issue respecting the validity or quantum of any Affected Claim against the Applicant, if any, shall not have any effect whatsoever beyond the Claims Process, and shall not be admissible in or have any effect upon, any subsequent proceeding against any D&O, including in respect of any applicable insurance policy.

ARTICLE III CLASSIFICATION AND TREATMENT OF CREDITORS AND RELATED MATTERS

3.1 Claims Process

The procedure for determining the validity and quantum of the Affected Claims for voting and/or distribution purposes under the Plan will be governed by the Claims Process Order, the Compensation Claims Process Order, the Meeting Order, the CCAA, the Plan, and any further Order of the Court. For greater certainty, the Claims Process Order and the Compensation Claims Process Order will remain in full force and effect from and after the Plan Implementation Date.

3.2 Classification of Creditors

In accordance with the Meeting Order, Affected Creditors will be placed into a single class for purposes of considering and voting on the Plan at the Meeting.

3.3 Creditors' Meeting

The Meeting will be held in accordance with the Meeting Order and any further Order of the Court. The only Persons entitled to attend the Meeting are those specified in the Meeting Order and any further Order of the Court.

3.4 Treatment of CCAA Priority Claims

Holders of CCAA Priority Claims shall not be entitled to vote on the Plan in respect of any portion of their Claim that is a CCAA Priority Claim. CCAA Priority Claims shall not be compromised under the Plan. At the Effective Time, CCAA Priority Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred, subject only to the right of holders of CCAA Priority Claims to receive distributions pursuant to Section 7.3 of the Plan.

3.5 Treatment of Secured Claims

Secured Creditors shall not be entitled to vote on the Plan in respect of any portion of their Claim that is a Secured Claim. Secured Claims shall not be compromised under the Plan. At the Effective Time, Secured Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred, subject only to the right of Secured Creditors to receive distributions pursuant to Section 7.4 of the Plan.

3.6 Treatment of Vacation Pay Compensation Claims

Holders of Vacation Pay Compensation Claims shall not be entitled to vote on the Plan in respect of any portion of their Claim that is a Vacation Pay Compensation Claim. Vacation Pay Compensation Claims shall not be compromised under the Plan. At the Effective Time, Vacation Pay Compensation Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred, subject only to the right of a holder of a Vacation Pay Compensation Claim to receive distributions pursuant to Section 7.5 of the Plan.

3.7 Treatment of Affected Claims

Affected Creditors shall be entitled to vote on the Plan. Affected Claims will be compromised and released under the Plan. At the Effective Time, all Affected Claims will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred, subject only to the right of Affected Creditors with Proven Claims to receive one or more *pro rata, pari passu* distributions from the Distribution Pool pursuant to Section 7.6 of the Plan.

3.8 Unaffected Claims

Unaffected Creditors shall not be entitled to vote on the Plan. Unaffected Claims entitled to any payment under this Plan will be dealt with in accordance with Sections 3.4 to 3.6 and Sections 7.2 to 7.5 of the Plan. For clarity, the Plan will be binding on the Unaffected Claims in accordance with Section 11.1 of the Plan.

3.9 Insured Claims

- (a) Holders of Insured Claims shall not be entitled to vote on the Plan. Notwithstanding anything to the contrary herein, Insured Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred as against the Released Parties by the Plan. From and after the Effective Time, any Person having an Insured Claim will irrevocably be limited to recovery in respect of such Insured Claim solely from the proceeds of any applicable insurance policies of the Applicant. Persons with an Insured Claim will have no right to, and will not, directly or indirectly, make any claim or seek any recoveries from the Released Parties, other than enforcing such Person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies.
- (b) This Section 3.9 may be relied upon by the Applicant and any other Released Party in defence or estoppel of or to enjoin any claim, action or proceeding brought in contravention of this section. Nothing in the Plan will prejudice, compromise, release or otherwise affect any right or defence of any insured or insurer in respect of an Insured Claim.

3.10 Unresolved Claims

No holder of an Unresolved Claim shall be entitled to receive any payment or distribution hereunder with respect to an Unresolved Claim or any portion thereof unless and until, and then only to the extent that, such Unresolved Claim is finally determined pursuant to the Claims Process Order or the Compensation Claims Process Order, as applicable, and becomes a Proven Claim.

3.11 Extinguishment of Claims

At the Effective Time, in accordance with the terms of the Plan and the Sanction Order, the treatment of Affected Claims (including Unresolved Claims), Released Claims, and Huntington Released Claims will be final and binding on the Applicant, the Creditors, and any Person holding a Released Claim or a Huntington Released Claim. Save and except as set out in the Plan, the Applicant and the Released Parties will have no further obligation whatsoever in respect of the Affected Claims and the Released Claims, as applicable, and Huntington University will have no further obligation whatsoever solely in respect of the Huntington Released Claims.

3.12 Guarantees and Similar Covenants

No Person who has a claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim that is compromised and released under the Plan or who has any right to claim over in respect of, or to be subrogated to, the rights of any Person in respect of a Claim that is compromised under the Plan will be entitled to any greater rights as against the Applicant than the Person whose Claim is compromised under the Plan.

3.13 Set-Off

The law of set-off applies to all Claims in accordance with Applicable Law. Without limiting the generality of the foregoing, the Applicant will be entitled to set-off from any payments or distributions to be made to a Creditor hereunder any amounts due and owing to the Applicant from such Creditor.

ARTICLE IV

IMPLEMENTATION OF RESTRUCTURING

4.1 Restructuring Steps on the Plan Implementation Date

At the Effective Time, the following will occur, and be deemed to have occurred, as applicable, in the order set out below unless otherwise specified in this Section 4.1 and become effective, without any further act or formality:

- (a) the DIP Facility shall be repaid in full through the proceeds of the Exit Financing Facility in full and final satisfaction of all obligations and liabilities under the DIP Loan Agreement;
- (b) the Applicant shall transfer to NOSM University, or as NOSM University may direct, that portion of the investment account equal to the aggregate amount of the NOSM Endowment Funds. For greater certainty, the Applicant shall continue to hold all endowment funds representing amounts received in respect of scholarships, bursaries, and designated donations for the benefit of the Applicant's students, other than the NOSM Endowment Funds;
- (c) the Applicant shall deliver to the Monitor, in trust, the Administration Reserve in accordance with Section 6.2 hereof;
- (d) to the extent not already paid, the Applicant shall pay into the Distribution Pool the amount of cash required to satisfy the CCAA Priority Claims, the Secured Claims, and Vacation Pay Compensation Claims, in full, which Unaffected Claims shall be paid by the Monitor, for and on behalf of the Applicant, in accordance with Article VII. In the case of former employees of the Applicant, payment of the CCAA Priority Claims and Vacation Pay Compensation Claims shall be paid ten Business Days after the clearance from Employment and Social Development Canada;
- (e) all Affected Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred as against the Applicant; and
- (f) all Released Claims and Huntington Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred in accordance with Article VIII, and all notes, certificates and other instruments evidencing the Released Claims (and all guarantees associated with each of the foregoing) will be deemed cancelled and extinguished and be null and void in accordance with Section 7.13 hereof.

(each, an "**Implementation Step**" and collectively, the "**Implementation Steps**"). The failure of the Plan to incorporate any provision of a document evidencing an Implementation Step will not derogate from the enforceability of such provision.

4.2 Restructuring Steps Following Plan Implementation

Following the Plan Implementation Date, the Applicant will take the following actions, all being subject to such terms and conditions as may be contained in the Exit Financing Documentation:

- (a) within 60 calendar days following the Plan Implementation Date, the Applicant will run an RFP process to engage a third party consultant or consultants to lead the comprehensive operational restructuring and transformation (the “**Project Management Consultant**”) recommended by Nous in the Nous Operational Report. The Applicant shall consult with and seek input from the Unions and LUAPSA with respect to the engagement of the Project Management Consultant through the RFP process, and will ensure that the transformational process led by the Project Management Consultant, once engaged, includes consultation and input from various constituents and stakeholders;
- (b) within 60 calendar days following the Plan Implementation Date, the Applicant will undertake a process to identify individuals to consult with the Applicant and the Project Management Consultant regarding the recommendations in the Nous Operational Report (the “**Transformation Consultation Group**”). The Transformation Consultation Group that will work with the Applicant and the Project Management Consultant will be comprised of members selected by the Unions, LUAPSA, and drawn from other key stakeholder groups;
- (c) within 120 calendar days following the engagement of the Project Management Consultant, the Applicant will work with the Project Management Consultant, in consultation with and after seeking input from the Transformation Consultation Group, to develop a detailed plan (which shall include, among other things, the identification of priorities, required steps, timing, resources, sequencing, goals and deliverables) for undertaking the comprehensive operational restructuring and transformation described in the Nous Operational Report;
- (d) following completion of the comprehensive operational restructuring and transformation led by the Project Management Consultant, a Continuous Improvement Committee will be created to periodically review service-delivery and other operational processes, procedures and policies to ensure that the operational decisions of the Applicant continue to be guided by best practices in the sector. The Continuous Improvement Committee will include representation selected by the Unions, LUAPSA, and drawn from other stakeholders of the Applicant;
- (e) following the Plan Implementation Date, the Applicant will consult with and seek input from various constituents and stakeholders in respect of the governance recommendations in the Nous Governance Report. The parties to be consulted will include members of the Unions including individuals selected by the Unions, the Senate, LUAPSA and other key stakeholder groups. In the event that a committee is struck for the purpose of making recommendations to the Board and/or Senate on the issue of academics, academic freedom or collegial governance in accordance

with the NOUS Governance Report, LUFA will have at least one representative on such committee. Nothing in this section derivates or otherwise detracts from LUFA's rights under Section 2.30 of its collective agreement;

- (f) within 60 calendar days following the Plan Implementation Date, the Applicant will make the following requests (jointly with LUFA and LUSU, to the extent applicable) to the Ministry of Colleges and Universities for an amendment to the *The Laurentian University of Sudbury Act, 1960*, to permit:
 - (i) representation of up to a maximum of two (2) members from LUFA as voting members of the Board of Governors, to be elected by LUFA from LUFA membership; and
 - (ii) representation of a minimum of one (1) member from LUSU as voting members of the Board of Governors, to be elected by LUSU from LUSU membership.
- (g) To the extent not already done and subject to any amendments required under the *The Laurentian University of Sudbury Act, 1960*, within 60 calendar days following the Plan Implementation Date, the Applicant will make amendments to the Bylaws of the Board of Governors consistent with the following principles:
 - (i) establishing certain minimum requirements of the Board of Governors regarding the skillset and diversity of the Board of Governors that are consistent with best practices of other Ontario post-secondary education organizations;
 - (ii) including maximum terms of appointment to the Board of Governors; and
 - (iii) requiring regular ongoing training for current and future members of the Board of Governors;
- (h) within 120 calendar days following the Plan Implementation Date, the Applicant shall have completed an RFP process and retained a third-party consultant to assist the Applicant and its stakeholders in the development of a new strategic plan (the "**Strategic Plan**"). The Applicant shall consult with and seek input from the Unions and LUAPSA with respect to the engagement of a third-party consultant through the RFP process and will ensure that the process led by the third-party consultant, once engaged, includes consultation and input from various constituents and stakeholders including but not limited to the Unions. The Applicant will take the appropriate steps to make any changes that are necessary to align the Applicant with the new Strategic Plan by no later than two (2) years following the Plan Implementation Date; and
 - (i) with respect to funding received by the Applicant from and after December 20, 2020, that are designated for restricted purposes (for example, research grants or restricted donations), the Applicant will ensure that appropriate internal financial controls and restrictions are in place such that the funds will be available and used

only for such intended purposes as set out in the relevant research grant documentation or restricted donation agreement, as applicable. As it relates to funding received by the Applicant from and after December 20, 2020, including following the Plan Implementation Date, the Applicant will continue to honour the contractual commitments that the Applicant made to various research and granting agencies.

(collectively, the “**Post-Plan Implementation Steps**”).

4.3 Corporate Approvals

The execution, delivery, implementation and consummation of all matters contemplated under the Plan involving any actions of the Applicant, including the Restructuring Steps, will be authorized and approved under the Plan and by the Court as part of the Sanction Order or such separate Order of the Court as may be deemed advisable by the Applicant in all respects and for all purposes without any requirement of further action by any Person.

ARTICLE V **PLAN CONSIDERATION**

5.1 Conditional Real Estate Agreement of Purchase and Sale

Prior to the Plan Implementation Date, the Applicant shall use best efforts to negotiate and enter into a conditional agreement of purchase and sale (the “**Conditional Real Estate Agreement**”) with the Province consistent with the terms and conditions set out in the letter from counsel to the Province dated May 6, 2022.

5.2 Identification of Designated Real Estate Assets

- (a) The Applicant will make all of its real estate assets available for sale to the Province and will engage in discussions with the Province and make all information in its possession related to any and all of the Applicant’s real estate holdings available to assist the Province in undertaking its due diligence to identify the Designated Real Estate Assets for an aggregate purchase price of up to \$53.5 million (the “**Plan Consideration**”).
- (b) The Applicant shall negotiate and enter into one or more unconditional agreements of purchase and sale (together, the “**Real Estate Purchase Agreement**”) with the Province in respect of the Designated Real Estate Assets for aggregate consideration of up to the Plan Consideration. The terms and conditions of the Real Estate Purchase Agreement, including but not limited to the identification of the Designated Real Estate Assets, shall be satisfactory to the Province.
- (c) The Applicant and the Province will negotiate the terms of the Real Estate Purchase Agreement, including the determination of value to be attributed to the Designated Real Estate Assets and the terms for the Applicant’s continued use of the Designated Real Estate Assets and any other related issues. The Applicant will request that the Real Estate Purchase Agreement include terms that permit the

Applicant's continued use and occupation of the Designated Real Estate Assets for the same or similar purpose as such Designated Real Estate Assets are currently being used, on such terms as may be agreed with the Province. Costs in respect of relocation, renovating new space to make it suitable for the transfer of facilities, programs or people are not anticipated to be required, or, if required in respect of any particular building, not to the same extent as if the real estate assets were marketed and sold to a third party.

- (d) The Net Sale Proceeds obtained following the sale by the Applicant of the Designated Real Estate Assets up to the maximum amount of the Plan Consideration shall be transferred to the Distribution Pool as soon as reasonably practicable and shall be available for distribution in accordance with the terms of the Plan.

5.3 Credit from Distribution Pool

For greater certainty, the maximum aggregate amount available for distribution to Creditors under the Plan is the Plan Consideration. If the Applicant pays any amount into the Distribution Pool pursuant to this Plan, the Applicant shall be repaid such amount forthwith from the Net Sale Proceeds transferred to the Distribution Pool pursuant to Section 5.2. The Applicant shall be entitled to repayment in full of any amounts paid by the Applicant into the Distribution Pool prior to any distribution to Affected Creditors pursuant to Section 7.6.

5.4 Plan Default

- (a) A minimum of \$45.5 million (the "**Guaranteed Minimum Plan Consideration Amount**") shall be realized from the sale of the Designated Real Estate Assets and transferred to the Distribution Pool by no later than the third anniversary of the Plan Implementation Date. If the Guaranteed Minimum Plan Consideration Amount is not funded to the Distribution Pool by the third anniversary of the Plan Implementation Date, an event of default will have occurred under the Plan (the "**Plan Default**"). The Monitor shall provide written notice to the Applicant that a Plan Default has occurred and shall file a report with the Court.
- (b) Upon the occurrence of a Plan Default, the Applicant shall have a period of twelve (12) months from the date that it receives written notice from the Monitor of a Plan Default (the "**Cure Period**") to cure the Plan Default. A Plan Default may only be cured by the Applicant transferring to the Monitor an amount of cash equal to the difference between (a) the Guaranteed Minimum Plan Consideration Amount; and (b) the aggregate amount transferred into the Distribution Pool on or following the Plan Implementation Date.
- (c) If a Plan Default is not cured within the Cure Period and a Plan Default continues to exist, the Monitor shall file with the Court and serve on the Service List a certificate confirming that a Plan Default is continuing, and the Plan is terminated (the "**Plan Default Certificate**"). Upon the Monitor filing the Plan Default Certificate with the Court, all Affected Creditors with Proven Claims under the Plan

shall have their Proven Claims reinstated with a claim in an amount equal to the amount of their Proven Claim less any distributions received by the Affected Creditor under the Plan. Such reinstated claims shall no longer be compromised, released, discharged, or cancelled in accordance with the Plan. Notwithstanding the foregoing, the Monitor or the Applicant may bring a motion to the Court for advice and directions with respect to the Plan Default and termination of the Plan.

ARTICLE VI

UNRESOLVED CLAIMS RESERVE AND ADMINISTRATION RESERVE

6.1 Unresolved Claims Reserve

- (a) The Monitor shall hold back from any distribution from the Distribution Pool an amount sufficient to pay each holder of an Unresolved Claim the amount such holder would be entitled to receive under the Plan if such Unresolved Claim (or certain portions thereof) is determined to be a Proven Claim in accordance with the Claims Process Order or the Compensation Claims Process Order (the “**Unresolved Claims Reserve**”). Notwithstanding the foregoing, the Applicant shall not be required to pay into the Distribution Pool any amounts in respect of an Unresolved Secured Claim. Distributions with respect to Unresolved Secured Claims shall be made in accordance with Section 7.9.
- (b) The Monitor shall, in its reasonable discretion, assign a value to any Claim by a D&O against the Applicant for contribution or indemnity arising from an Excluded D&O Claim (a “**D&O Indemnity Claim**”) for purposes of calculating the Unresolved Claims Reserve. The Monitor may reduce the Unresolved Claims Reserve with respect to a D&O Indemnity Claim if the Monitor, acting reasonably, determines that any Excluded D&O Claim is resolved or statute-barred.
- (c) The Monitor shall oversee the distribution of funds from the Unresolved Claims Reserve in accordance with Article VII of the Plan.

6.2 Administration Reserve

- (a) At the Effective Time, the Applicant shall transfer to the Monitor, in trust, \$1,000,000 (the “**Administration Reserve**”), as security for the fees and expenses of counsel to the Applicant, the Monitor and its counsel, and independent counsel to the Board of Governors, with respect to the continued administration and implementation of the Plan, including the administration of the resolution of Unresolved Claims in accordance with the Claims Process Order and the Compensation Claims Process Order, negotiation with respect to the Designated Real Estate Assets, distributions by the Monitor, and to perform such other activities as may be required after the Effective Time. If the Administration Reserve is no longer required as security after the Monitor has completed its obligations as set out in the Plan, the Administration Reserve shall be released by the Monitor to the Applicant.

(b) Counsel to the Applicant, the Monitor and its counsel, and independent counsel to the Board of Governors shall be entitled to payment of their respective fees and expenses incurred in connection with the continued administration and implementation of the Plan by the Applicant in the ordinary course.

6.3 General

The Monitor will hold the Unresolved Claims Reserve and the Administration Reserve in trust for those entitled to such funds pursuant to the Plan.

ARTICLE VII PROVISIONS REGARDING DISTRIBUTIONS, PAYMENTS AND CURRENCY

7.1 Distributions Generally

All distributions and other payments to be made pursuant to the Plan will be made from the Distribution Pool pursuant to and in accordance with the priority established by this Article VII, provided that any payments pursuant to Section 7.2 in respect of Claims secured by the Administration Charge shall be paid directly by the Applicant and not from the Distribution Pool. All payments and distributions pursuant to this Article VII will be subject to satisfaction or waiver of the conditions specified in Article X hereof and the occurrence of the Effective Time. Except as otherwise expressly stated herein, the Monitor shall have the sole discretion to determine the timing for any distributions to be made under the Plan. Notwithstanding any other provision of the Plan, any distribution to a Creditor with a Compensation Claim will be subject to the Applicant and the Monitor first obtaining EI Confirmation in respect of such Creditor and resolving any issues regarding applicable withholdings in respect of such distribution to the satisfaction of the Applicant and the Monitor, acting reasonably. For clarity, no Creditor shall be entitled to any distributions with respect to a Claim for interest accruing on or after the Filing Date.

7.2 Payments of Claims secured by the Administration Charge

To the extent that such payments have not already been made, forthwith after the Plan Implementation Date, the Applicant shall pay in full all Claims secured by the Administration Charge as at the Plan Implementation Date.

7.3 Payment of CCAA Priority Claims

After the Plan Implementation Date and subject to any required clearance from Employment and Social Development Canada, the Monitor, on behalf of the Applicant, shall pay from the Distribution Pool to each holder of a CCAA Priority Claim the amounts required to satisfy such holder's CCAA Priority Claim in full.

7.4 Payment of Secured Claims

Subject to the payment in full of the amounts described in Section 7.3 of the Plan, forthwith after the Plan Implementation Date (or such later date as a portion of an Unresolved Claim becomes a Secured Claim), the Monitor, on behalf of the Applicant, shall pay from the Distribution Pool to

each Secured Creditor the amount required to satisfy each Secured Creditor's Secured Claim in full.

7.5 Payment of Vacation Pay Compensation Claims

Subject to payment in full of all amounts described in Sections 7.3 to 7.4 of the Plan, forthwith after the Plan Implementation Date, the Monitor, on behalf of the Applicant, shall pay from the Distribution Pool to each holder of a Vacation Pay Compensation Claim the amount required to satisfy each Vacation Pay Compensation Claim in full.

7.6 Payment of Affected Claims

- (a) Subject to: (i) the payment in full of all amounts described in Sections 7.3 to 7.5 of the Plan, and (ii) repayment to the Applicant of all amounts paid into the Distribution Pool by the Applicant pursuant to Section 5.3 of the Plan, the Monitor, on behalf of the Applicant, shall distribute the balance of the Distribution Pool to the Affected Creditors with Proven Claims pursuant to one or more *pro rata* distributions in full and final satisfaction of all Affected Claims. No distributions will be made where the *pro rata* distribution is less than \$10. The Applicant's liability to an Affected Creditor with a Proven Claim for any distribution in an amount less than \$10 will be forever discharged and extinguished.
- (b) The Monitor shall have no liability as to the sufficiency of funds in the Distribution Pool and shall be under no obligation to take any action or make any payments for which there are insufficient funds.

7.7 Method of Distribution

The Monitor may, in its sole discretion, make distributions by way of: (a) cheque sent by prepaid ordinary mail to the address on file with the Applicant on the Distribution Record Date; or (b) wire transfer of immediately available funds to an account designated in writing by the Creditor to the Monitor (with any wire transfer or similar fee being satisfied from the distribution amount).

7.8 Addresses for Distribution

Prior to the applicable Distribution Record Date, a Creditor may, in writing to the Applicant and the Monitor, change its address on file with the Applicant for distribution purposes.

7.9 Distributions in Respect of Unresolved Claims

- (a) Subject to Section 6.1, the Monitor will hold the Unresolved Claims Reserve in trust (as such reserve may be reduced from time to time as Unresolved Claims are ultimately disallowed in whole or in part) until the final determination of all Unresolved Claims in accordance with the Claims Process Order or the Compensation Claims Process Order, as applicable, or in the case of a D&O Indemnity Claim, the Unresolved Claims Reserve may be reduced in accordance with Section 6.1 of the Plan.

- (b) To the extent that an Unresolved Claim becomes a Proven Claim, the Monitor, on behalf of the Applicant, shall distribute to the holder thereof an amount from the Unresolved Claims Reserve that such Creditor would have been entitled to receive in respect of its Proven Claim on such preceding Distribution Date had such Unresolved Claim been a Proven Claim on the preceding Distribution Date(s). Distribution from the Unresolved Claims Reserve shall be consistent with the payments described in Sections 7.3 to 7.6 of the Plan.
- (c) To the extent that an Unresolved Secured Claim becomes a Proven Claim, the Monitor, on behalf of the Applicant, shall make a distribution from the Distribution Pool to the Secured Creditor in accordance with Section 7.4. If there are no funds in the Distribution Pool at such time, the Applicant shall pay into the Distribution Pool the amount required to satisfy an Unresolved Secured Claim that becomes a Proven Claim.
- (d) After all Unresolved Claims have been finally resolved in accordance with the Claims Process Order or the Compensation Claims Process Order, as applicable, and any required distributions have been made with respect to any Proven Claims, the Monitor, on behalf of the Applicant, will transfer the amount remaining in the Unresolved Claims Reserve into the Distribution Pool. If the Monitor is of the view that the distribution of any amounts remaining in the Unresolved Claims Reserve is not economically practical (taking into consideration any anticipated future distributions), then the Monitor will release the amounts remaining in the Unresolved Claims Reserve to the Applicant.

7.10 Allocation of Distributions

All distributions made pursuant to the Plan to Affected Creditors with Proven Claims will be allocated first towards the repayment of the amount of the Proven Claim attributable to principal and, if greater than the amount of principal, second, towards the repayment of any amount of such Claim attributable to unpaid pre-filing interest.

7.11 Treatment of Unclaimed Distributions

If any distribution under this Article VII is returned as undeliverable (an “**Undeliverable Distribution**”), then neither the Monitor nor the Applicant will be required to make further efforts to deliver the distribution to such Creditor unless and until the Monitor and the Applicant are notified in writing by the applicable Creditor of such Creditor’s current address at which time all such distributions will be made to such Creditor. If such Creditor has not notified the Monitor and the Applicant of its current address by the time of the final distribution, the Claim of any such Creditor with respect to such undelivered or unclaimed distribution shall be discharged and forever barred, notwithstanding any Applicable Law to the contrary, and any such cash allocable to the undelivered or unclaimed distribution shall be released and returned by the Monitor to the Applicant, free and clear of any claims of such Creditor or any other Creditors and their respective successors and assigns. For greater clarity, nothing contained in the Plan shall require the Monitor or the Applicant to attempt to locate any holder of any Undeliverable Distributions.

7.12 Withholding Rights

The Monitor, the Applicant and any other Person facilitating payments pursuant to the Plan will be entitled to deduct and withhold from any such payment to any Person such amounts as may be required to be deducted or withheld under any Applicable Law and to remit such amounts to the appropriate Governmental Authority or other Person entitled thereto. To the extent that amounts are so withheld or deducted and remitted to the appropriate Governmental Authority or other Person, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Person as the remainder of the payment in respect of which such withholding or deduction was made. Without in any way limiting the generality of the foregoing, the Monitor, on behalf of the Applicant, shall deduct from any distribution to a Creditor hereunder any amounts as indicated by Employment and Social Development Canada in a Notice of Debt and remit such amounts to Employment and Social Development Canada pursuant to the *Employment Insurance Act* (Canada). Any Creditor whose address on file with the Applicant on the Distribution Record Date is not a Canadian address will be treated as a non-resident of Canada for purposes of any applicable non-resident withholding tax on all payments hereunder, subject to receipt by the Monitor or the Applicant of information satisfactory (in their sole discretion) that such Creditor is not a non-resident. No gross-up or additional amount will be paid on any payment hereunder to the extent the Monitor, the Applicant or any other Person deducts or withholds amounts pursuant to this Section 7.12. Notwithstanding any withholding or deduction, each Person receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority (including income and other tax obligations on account of such distribution).

7.13 Cancellation of Certificates and Notes, etc.

At the Effective Time, all debentures, notes, certificates, indentures, guarantees, agreements, invoices and other instruments evidencing Affected Claims (and all guarantees associated with each of the foregoing), will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be deemed cancelled and extinguished and be null and void.

7.14 Calculations

All amounts to be paid by the Monitor on behalf of the Applicant pursuant to the Plan will be calculated by the Monitor. All calculations made by the Monitor will be conclusive, final and binding upon the Applicant and all other Persons entitled to distributions under the Plan, absent manifest error.

7.15 Currency Matters

Distributions to any Persons entitled to distributions under the Plan will be paid in Canadian dollars and any such Claims that are denominated in a currency other than the lawful money of Canada will be converted to the equivalent thereof in the lawful money of Canada at the noon rate of exchange as quoted by the Bank of Canada on the Filing Date, in accordance with the Claims Process Order and the Compensation Claims Process Order.

ARTICLE VIII **RELEASES**

8.1 Plan Releases

At the Effective Time, each of the Released Parties shall be fully, finally, and irrevocably released and discharged from all Released Claims, which will be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by Applicable Law. Notwithstanding the foregoing or anything else contained in this Plan, nothing in this Section 8.1 will have the effect of releasing the Non-Released Claims.

8.2 Injunctions

From and after the Effective Time as set out in Section 4.1 hereof, all Persons are permanently and forever barred, estopped, stayed and enjoined with respect to any and all Released Claims from: (a) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or Order against any of the Released Parties or their property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties; (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (e) taking any actions to interfere with the implementation or consummation of the Plan. All Persons who have previously commenced a Released Claim in any court, which Released Claim has not been finally determined, dismissed or discontinued prior to the Effective Time, shall forthwith after the Effective Time take steps to discontinue and/or dismiss, without costs, such Released Claim.

8.3 Huntington Release

At the Effective Time, Huntington University will be released and discharged from all Huntington Released Claims, which will be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred against Huntington University.

ARTICLE IX **COURT SANCTION**

9.1 Application for Sanction Order

If the Plan is approved by the Required Majority of the Affected Creditors, the Applicant will apply for the Sanction Order on or before the date set for the Sanction Order hearing or such later date as the Court may set.

9.2 Sanction Order

The Sanction Order will, among other things:

- (a) declare that: (i) the Plan has been approved by the Required Majority of the Affected Creditors in conformity with the Meeting Order and the CCAA, (ii) the activities of the Applicant and the Monitor have been in compliance with the provisions of the CCAA and the Orders of the Court made in this CCAA Proceeding in all respects, (iii) neither the Applicant nor Monitor have done or purported to do anything that is not authorized by the CCAA, and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;
- (b) declare that the Plan, subject to the terms and conditions of the Plan, including the Plan Implementation Conditions described in Section 10.1 and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are sanctioned and approved, and at the Effective Time as set out in Section 4.1 hereof will be binding and effective upon and with respect to the Applicant, the Released Parties and all other Persons named or referred to in, or subject to, the Plan or the Sanction Order;
- (c) approve and authorize the Restructuring Steps;
- (d) as of the Effective Time and subject to Section 5.1(2) of the CCAA and Section 5.4 of the Plan, discharge and release the Applicant and its Representatives from any and all Secured Claims in accordance with the Plan, and declare that the ability of any Person to proceed against the Applicant or its Representatives in respect of, or relating to any Secured Claims, whether directly, derivatively or otherwise will be forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to such Secured Claims be permanently stayed, subject only to the right of Secured Creditors to receive distributions pursuant to the Plan in respect of their Secured Claims;
- (e) as of the Effective Time and subject to Section 5.1(2) of the CCAA and Section 5.4 of the Plan, compromise, discharge and release the Applicant and its Representatives from any and all Affected Claims in accordance with the Plan, and declare that the ability of any Person to proceed against the Applicant or its Representatives in respect of or relating to any Affected Claims, whether directly, derivatively or otherwise will be forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors with Proven Claims to receive distributions pursuant to the Plan in respect of their Affected Claims;
- (f) as of the Effective Time, compromise, discharge and release the Released Parties from any and all Released Claims in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties (or any of them) in respect of or relating to any Released Claim will be forever discharged and

restrained, and all proceedings with respect to, in connection with or relating to such Released Claims be permanently stayed;

- (g) as of the Effective Time, compromise, discharge and release Huntington University from any and all Huntington Released Claims in accordance with the Plan, and declare that the ability of any Person to proceed against Huntington University in respect of or relating to any Huntington Released Claims will be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Huntington Released Claims be permanently stayed;
- (h) as of the Effective Time as set out in Section 4.1 hereof, bar, stop, stay and enjoin the commencing, taking, applying for or issuing or continuing of any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Released Claims;
- (i) declare that any Affected Claim that is not a Proven Claim or Unresolved Claim is forever barred and extinguished;
- (j) authorize the Applicant and the Monitor to perform their respective obligations and functions under the Plan and to perform all such other acts and execute such documents as may be required in connection with the foregoing;
- (k) declare that under no circumstances will the Monitor have any liability under any Applicable Law or otherwise in respect of carrying out its obligations under the Plan, including making any payments required under the Plan or ordered by the Sanction Order;
- (l) declare that each of the CCAA Charges will be terminated, discharged, expunged and released upon receipt by the Applicant of an acknowledgement of payment in full and in the appropriate currency of the claims secured thereby and funding of the Administrative Reserve;
- (m) declare that, notwithstanding: (i) the pendency of the CCAA Proceeding; (ii) any applications for a bankruptcy, receivership or other Order now or hereafter issued pursuant to the BIA, the CCAA or otherwise in respect of the Applicant and any bankruptcy, receivership or other Order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Applicant, the transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant or their assets and will not be void or voidable by Creditors of the Applicant, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor

will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

- (n) declare that, subject to the performance by the Applicant of its obligations under the Plan, all contracts, leases, agreements and other arrangements to which the Applicant is a party and that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA will be and remain in full force and effect, unamended as of the Effective Time as set out in Section 4.1 of the Plan, and no Person who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:
 - (i) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of the Applicant);
 - (ii) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA; or
 - (iii) any compromises or arrangements effected pursuant to the Plan, or any action taken or transaction effected pursuant to the Plan;
- (o) declare that the stay of proceedings under the Initial Order continues until the Effective Time;
- (p) approve all of the conduct of the CRO and EY in relation to the Applicant and bar all claims against them arising from or relating to the services provided to the Applicant up to and including the date of the Sanction Order;
- (q) declare that the Applicant and the Monitor may apply to the Court for advice and direction in respect of any matters arising from or in relation to the Plan; and
- (r) approve the Administration Reserve.

ARTICLE X **PLAN CONDITIONS PRECEDENT AND IMPLEMENTATION**

10.1 Conditions Precedent to Plan Implementation

The Plan is subject to the satisfaction or waiver of the following conditions (the “**Plan Implementation Conditions**”):

- (a) the Plan will have been approved by the Affected Creditors of the Applicant in accordance with the provisions of the Meeting Order and the CCAA;

- (b) the Sanction Order will have been issued by the Court, consistent with the terms of Section 9.2 hereof;
- (c) all Pre-Filing Grievances, Restructuring Grievances, and Material Post-Filing Grievances shall be fully resolved or withdrawn by the applicable Union;
- (d) the Exit Financing Documentation will have been executed, delivered and become effective in accordance with their terms, subject only to the occurrence of the Plan Implementation Date;
- (e) all indebtedness and obligations under the DIP Facility shall have been fully and permanently repaid to the DIP Lender;
- (f) the renewal of senior management of the Applicant shall become effective no later than immediately prior to the Effective Time, with any such claims arising therefrom having been calculated in accordance with the Compensation Claims Process Order and constituting an Affected Claim hereunder;
- (g) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicant, acting reasonably, are necessary to implement the provisions of the Plan or the Sanction Order;
- (h) there will have been no material adverse change to the Business or the assets of the Applicant, in the view of the Monitor;
- (i) no action or proceeding will be pending by any third party to enjoin or prohibit the transactions contemplated by the Plan; and
- (j) all applicable approvals and orders of, and all applicable submissions and filings with, Governmental Authorities having jurisdiction for the completion of the steps and transactions contemplated by the Plan (including the steps and transactions which are Plan Implementation Conditions) will have been obtained or made, as the case may be, in each case to the extent deemed necessary or advisable by the Applicant, in form and substance satisfactory to the Applicant.

10.2 Applicant's Certificate – Plan Implementation

Upon satisfaction of the Plan Implementation Conditions, the Applicant will deliver to the Monitor a copy of a certificate stating that each of the Plan Implementation Conditions has been satisfied or waived.

10.3 Monitor's Certificate – Plan Implementation

As soon as practicable following receipt of the certificate referred to in Section 10.2 of the Plan, the Monitor will serve on the service list in the CCAA Proceeding, post on the Monitor's Website and file with the Court a certificate confirming that the Plan Implementation Date has occurred.

ARTICLE XI GENERAL

11.1 Binding Effect

At the Effective Time, the Plan will become effective and binding on and enure to the benefit of the Applicant, the Released Parties, and any other Person named or referred to in or subject to the Plan and their Representatives. Without limiting the generality of the foregoing, at the Effective Time:

- (a) the treatment of the Unaffected Claims, Affected Claims, Released Claims, and Huntington Released Claims under the Plan will be final and binding for all purposes and enure to the benefit of the Applicant, the Released Parties, and all other Persons named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (b) all Affected Claims will be forever discharged and released, except only with respect to any distribution thereon in the manner and to the extent provided for in the Plan;
- (c) all Released Claims and Huntington Released Claims will be forever discharged, released, enjoined and barred;
- (d) subject to section 19(2) of the CCAA, each Person named or referred to in, or subject to, the Plan shall be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (e) each Person named or referred to in, or subject to, the Plan shall be deemed to have:
 - (i) subject to the terms of the DIP Loan Agreement and the Exit Financing Documentation (including any lender consents required thereunder), executed and delivered to the Applicant and to the other Released Parties, as applicable, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;
 - (ii) waived any default by or rescinded any demand for payment against the Applicant that has occurred on or prior to the Effective Time pursuant to, based on, or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Person and the Applicant; and
 - (iii) agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Person and the Applicant, as at the moment before the Effective Time and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

11.2 Claims Bar Date

Nothing in this Plan extends or shall be interpreted as extending or amending the applicable Claims Bar Dates, or gives or shall be interpreted as giving any rights to any Person in respect of an Affected Claim that has been barred or extinguished pursuant to the Claims Process Order or the Compensation Claims Process Order.

11.3 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

11.4 Modification of the Plan

- (a) The Applicant reserves the right, at any time and from time to time, to amend, restate, modify and/or supplement the Plan (including to address or further address the treatment of claims subject to the Claims Process Order or the Compensation Claims Process Order), provided that any such amendment, restatement, modification or supplement must be contained in a written document that is filed with the Court and: (i) if made prior to or at the Meeting, communicated to the Affected Creditors in the manner contemplated by the Meeting Order, and (ii) if made following the Meeting, approved by the Court following notice to the Affected Creditors.
- (b) Notwithstanding Section 11.4(a), after the Meeting the Applicant may amend, restate, modify and/or supplement the Plan with the consent of the Monitor, and without the consent of the Affected Creditors or approval of the Court, provided that any such amendment, restatement, modification and/or supplement: (i) is filed with the Court, (ii) is posted on the website maintained by the Monitor and notice thereof is provided to the Affected Creditors, (iii) does not materially decrease the anticipated recovery of Affected Creditors under the Plan and is otherwise not materially adverse to the financial or economic interests of Affected Creditors, in each case as determined by the Monitor, and (iv) does not amend the Plan Implementation Conditions (including any provision of the Plan that is the subject of such conditions) without the consent of the party or parties for whose benefit the conditions exist.
- (c) Notwithstanding Section 11.4(a) and (b), any amendment, restatement, modification or supplement to the Plan may be made by the Applicant at any time and from time to time, provided that it is made with the consent of the Monitor and: (i) concerns a matter which is of an administrative nature required to better give effect to the implementation of the Plan; or (ii) is to cure any errors, omissions or ambiguities, and in either case is not materially adverse to the financial or economic interests of the Affected Creditors.
- (d) Any amended, restated, modified or supplementary Plan or Plans filed with the Court and, if required by this Section, approved by the Court, will for all purposes be and be deemed to be a part of and incorporated in the Plan.

11.5 Paramountcy

From and after the Effective Time, any conflict between:

- (a) the Plan or the Sanction Order; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Applicant as at the moment before the Effective Time,

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which will take precedence and priority.

11.6 Severability of Plan Provisions

If, prior to the Plan Implementation Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicant and with the consent of the Monitor, will have the power to either: (a) sever such term or provision from the balance of the Plan and provide the Applicant with the option to proceed with the implementation of the balance of the Plan, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as so altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicant proceeds with implementation of the Plan, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

11.7 Protections of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceeding with respect to the Applicant (and not in its personal capacity). The Monitor will not be responsible or liable for any obligations of the Applicant. The Monitor will have the powers and protections granted to it by the Plan, the CCAA and any other Order made in the CCAA Proceeding. EY will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the Applicant to observe, perform or comply with any of its obligations under the Plan. Any release, discharge or other benefit conferred upon the Monitor pursuant to the Plan will enure to the benefit of EY. The Monitor in its personal capacity will be a third-party beneficiary to the Plan entitled to enforce such releases, discharges and benefits in accordance with the terms of the Plan.

11.8 Different Capacities

Persons who are impacted by the Plan may be impacted in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not impact such Person in any

other capacity, unless otherwise provided in the Meeting Order expressly agreed by the Applicant and the Person in writing or unless its Claims overlap or are otherwise duplicative.

11.9 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made, or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

If to the Applicant:

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

Attention: Dr. Robert Haché

With copies to (which will not constitute notice)

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, Ontario Canada
M5K 1K7

Attention: D.J. Miller (djmiller@tgf.ca) and Mitch Grossell
(mgrossell@tgf.ca)

If to a Creditor: To the mailing address, facsimile number or email address provided on such Creditor's Proof of Claim or such more recent address particulars of a Creditor as noted in the files of the Applicant or the Monitor;

If to the Monitor:

Ernst & Young Inc.
EY Tower
100 Adelaide Street W
Toronto, Ontario, Canada
M5H 0B3

Attention: Sharon Hamilton (sharon.s.hamilton@parthenon.ey.com)

With copies to (which will not constitute notice)

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street

Toronto, Ontario, Canada
M5L 1B8

Attention: Ashley Taylor (ataylor@stikeman.com) and Elizabeth Pillon (lpillon@stikeman.com)

or to such other address as any party may from time to time notify the others in accordance with this section, or, in the case of an address change for the Applicant or the Monitor, by posting notice of such address change on the Monitor's website (www.ey.com/ca/laurentian). Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:00 p.m. (Toronto time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

11.10 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the Restructuring Steps or any other events or transactions contemplated herein, notwithstanding any provision of the Plan that deems any event or transaction to occur without further formality.

11.11 Language

This Plan, as well as any notices, schedules or other documents related thereto has been and will be prepared in the English language only. To the extent a French language or other translation is prepared, any such translation will be for informational purposes only, it being intended that the English language version will govern and prevail in all respects.

11.12 Acts to Occur on Next Business Day

If any distribution, payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such distribution, payment or the performance of such act may be completed on the next succeeding Business Day but will be deemed to have been completed as of the required date.

11.13 Non-Consummation of the Plan

If the Plan is revoked at any time prior to the Effective Time, (a) it will be null and void in all respects, and (b) nothing contained in the Plan and no act taken in preparation for the implementation of the Plan will: (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicant or any other Person, (ii) prejudice the rights of the Applicant or any other Person in any further proceeding involving the Applicant, or (iii) constitute an admission of any sort by the Applicant or any Person.

DATED as of the 9th day of September, 2022.

Schedule “A”**Insured Claims**

Claimant	Claim Amount
Sarah Connell	\$45,000,000.00
Nina Kucheran and Mary Catherine Kucheran	To be determined.
Petra Spencer	\$1,000,000.00
Zhiju Zhu	\$5,000,000.00
Barbara Jean Robinson	\$5,000,000.00

This is Exhibit "F" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FABRICE COLIN ON HIS BEHALF AND ON BEHALF OF ALL
CURRENT AND FORMER MEMBERS (INCLUDING RETIREES) OF
THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION and TOM
FENSKE ON HIS BEHALF AND ON BEHALF OF ALL CURRENT AND
FORMER MEMBERS (INCLUDING RETIREES) OF THE LAURENTIAN
UNIVERSITY STAFF UNION

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 HACHE

Defendants

MINUTES OF SETTLEMENT

THESE MINUTES OF SETTLEMENT (the “**Minutes**”) confirm the settlement concluded between the Plaintiffs and the Defendants (together, the “**Parties**”).

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, the alleged losses that came to light during and/or were incurred during the course of the CCAA proceedings (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 these Minutes and as Parties to this settlement agreement.

WHEREAS the Parties hereto executed a tolling agreement on January 27, 2023 tolling a list of these potential claims (the “**Tolling Agreement**”).

WHEREAS the Canadian Universities Reciprocal Insurance Exchange (“**CURIE**”) acts as insurer to the Defendants in respect of this matter.

WHEREAS the Parties have agreed to resolve all issues extant between themselves, 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.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. CURIE, on behalf of the Defendants, shall pay to the Unions the amount of \$3,000,000, all-inclusive, in full and final settlement of this matter (the “**Settlement Payment**”).
2. The Unions shall forthwith bring a motion, on consent from the Defendants, seeking a representation order and/or class certification (where a representation order is not available) and court approval of these Minutes and the settlement reached between the parties, at their sole expense and on a without costs basis, at the Superior Court of Justice (the “**Court Approval**”).
3. These Minutes are conditional upon the receipt of an Order providing Court Approval (the “**Court Approval Order**”).
4. Before filing with the Court any materials concerning the Court Approval, the Unions shall provide to counsel for the Defendants any such materials for their review and approval.
5. Termination rights are as follows:

- a. The Defendants shall have the right to terminate this settlement in the event that the court denies Court Approval;
- b. Each of the Parties shall have the right to terminate this settlement in the event that:
 - i. the Court Approval Order is denied and, following appeal, the denial of the Court Approval Order becomes a Final Order;
 - ii. the Court Approval Order is entered but reversed on appeal and the reversal becomes a Final Order; or
 - iii. the Court issues the Court Approval Order that is materially different from what has been approved by the Parties.
6. Any order, ruling or determination made (or rejected) by the court with respect to Union counsel legal fees shall not be deemed to be a material modification of all, or a part, of this settlement and shall not provide any basis for the termination of the settlement.
7. To exercise a right of termination, the terminating party shall deliver a written notice of termination to counsel for the other party within 30 days of the event giving rise to the right to terminate.
8. In the event this settlement is terminated in accordance with its terms:
 - a. it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms, except as specifically provided in these Minutes;
 - b. all negotiations, statements and proceedings relating to this settlement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before these Minutes were executed;
 - c. all funds paid pursuant to these Minutes shall be returned to the Defendants; and
 - d. the Parties shall be returned to the status quo position they were in immediately before these Minutes were executed in respect of all claims.

9. If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion on notice to the Parties.
10. The Defendants shall pay the Settlement Payment to Goldblatt Partners LLP, in trust, within 30 days of the issuance of the Court Approval Order.
11. The Plaintiffs agree that the Federated College Members are bound by these Minutes as represented by the Unions, subject to the Court Approval.
12. Until the Plaintiffs bring the motion required by section 2, the Parties shall keep the terms of these Minutes confidential and shall not disclose them without the prior written consent of the Defendants' counsel and/or Plaintiffs' counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law. Nothing in this section shall bar counsel from communicating with clients, provided that they also shall be required to maintain confidentiality consistent with the provisions of this section. For clarity, without limiting the generality of the foregoing, the Parties may disclose the fact of this settlement prior to the Plaintiffs bringing the motion required by section 2, so long as they do not disclose any of the settlement's terms.
13. The current executives of the Unions will not make or publish any public written statements or remarks about the facts or matters which are the subject of this settlement agreement which are disparaging, deleterious or demeaning to the integrity, reputation or goodwill of any of the Defendants. For greater certainty, this will not preclude the Unions' executives from truthfully recounting the facts related to this proposed proceeding in the course of their duties.
14. In consideration of the terms provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plaintiffs shall execute a full and final release to be agreed to between the parties, acting reasonably, which shall become effective on payment of the Settlement Payment.
15. The Plaintiffs understand and agree that this is a compromise settlement and that the furnishing of consideration for these Minutes shall not be deemed or construed at any time or for any

purpose as an admission of liability by the Defendants. The liability for any and all claims is expressly denied by the Defendants.

16. If any provision of these Minutes is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of these Minutes shall remain in full force and effect.
17. These Minutes 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.
18. These Minutes, once approved by the Court, shall be binding upon and enure to the benefit of the Parties hereto, their respective heirs, executors, administrators, trustees, successors and assigns, and shall be governed by the laws of the Province of Ontario.

19. These Minutes may be executed electronically and in counterparts and each of such counterparts taken together shall constitute one fully executed copy of the original Minutes. Delivery by email copy of an executed counterpart of these Minutes shall be deemed for all purposes to be delivery of an executed copy of such counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the ____ day of November, 2023.

November 14, 2023

Date

Michael Johnstone

CURIE

Name and position: Mike Johnstone, Senior Claims Examiner

November 13th, 2023

Date

Tom Fenske

LUSU

Name and position: Tom Fenske

November 13th, 2023

Date

Fabrice Colin

LUFA

Name and position: Fabrice Colin, LUFA President

This is Exhibit "G" referred to in the Affidavit of Brendan Scott affirmed October 17, 2025



Commissioner for Taking Affidavits (or as may be)

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 "**Releaseors**")

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 Releaseors 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 _____, 2024.

Date

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Tom Fenske
Laurentian University Staff Union

Date

Fabrice Colin
Laurentian University Faculty Association

This is Exhibit "H" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

Summary of RHBP Contributions

Employee Group	Count	Employee RHBP Contributions	Employer RHBP Contributions
LUFA	530	1,042,428	115,936
LUSU	327	384,321	47,655
LUAPS	156	256,974	34,431
Other	35	39,816	5,396
Total	1,048	1,723,539	203,419

Total Contributions		\$ 1,426,748.94		Ratio to Contributions
Ratio of Contributions	LUSU	\$ 0.269368352	\$ 727,294.55	1.892414232
	LUFA	\$ 0.730631648	\$ 1,972,705.45	1.892414232

TAB 3

List of CUSU Employees as of CCAA who contributed or Retired with RRIF Claim

Listing of CUSU
employees as of CCAA
who contributed or
Retired with RRIF
Claim

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Employee ID	Last Name	First Name	Preferred Address Line 1	Address Line 2	City	Province	Postal Code	Country	CCAA Claims Grouping	RRIF Total		RRIF Total		First Year Contributed	Last Year Contributed	# of Years Contributed	In	Notes
										Union/Pay Class ID	Summary of RRIF Summary of RRIF Employee CUSU RRIF Claims Contributed	RRIF Total	RRIF Total					
U050 Active	LUISU		1861.28	230.82 55											2007	2021	15	
U050 Active	LUISU		3874	230.82 55											2008	2021	18	
U050 Active	LUISU		1486.41	230.82 55											2007	2021	15	
U050 Active	LUISU		3918.8	230.82 55											2013	2021	8	
U050 Active	LUISU		587.04	0 55											2010	2021	1	
U050 Active	LUISU		1042.35	230.82 55											2012	2021	10	
U050 Active	LUISU		2125.5	230.82 55											2004	2021	18	
U050 Active	LUISU		353.33	230.82 55											2017	2021	5	
U050 Active	LUISU		3841.7	230.82 55											2008	2021	16	
U050 Active	LUISU		251.72	125.44 55											2017	2021	5	
U050 Active	LUISU		2668.91	234.42 55											2000	2021	22	
U050 Active	LUISU		780.3	125.44 55											2018	2021	12	
U050 Active	LUISU		3852.42	230.82 22											2014	2021	9	Also contributed under U050PS
U050 Active	LUISU		1095.75	230.82 55											2012	2021	10	
U050 Active	LUISU		1890.24	237.81 55											2000	2021	21	
U050 Active	LUISU		2409.15	240.21 55											2000	2021	22	
U050 Active	LUISU		1116.72	230.82 55											2012	2021	10	
U050 Active	LUISU		5347.37	9.42 55											2000	2021	16	
U050 Active	LUISU		1312.77	230.82 55											2007	2021	17	
U050 Active	LUISU		748.8	230.82 55											2013	2021	7	
U050 Active	LUISU		593.26	230.82 55											2017	2021	5	
U050 Active	LUISU		1038.62	230.82 55											2013	2021	9	
U050 Active	LUISU		1114.58	125.44 55											2013	2021	13	
U050 Active	LUISU		2279.91	230.82 55											2002	2021	19	
U050 Active	LUISU		2445.92	240.21 22											2000	2021	24	Also contributed under U050PS
U050 Active	LUISU		346.79	3.8 55											2000	2021	7	
U050 Active	LUISU		295.76	230.82 55											2018	2021	3	
U050 Active	LUISU		1465.83	230.82 55											2018	2021	12	
U050 Active	LUISU		5184.94	234.42 55											2000	2021	23	
U050 Active	LUISU		1110.72	230.82 55											2012	2021	10	
U050 Active	LUISU		3934	230.82 55											2007	2021	15	
U050 Active	LUISU		599.5	125.44 55											2013	2021	9	
U050 Active	LUISU		1251.78	230.82 55											2019	2021	3	
U050 Active	LUISU		1152.34	234.42 55											2000	2021	22	
U050 Active	LUISU		1040.06	230.82 55											2012	2021	10	
U050 Active	LUISU		1576.7	125.44 55											2005	2021	17	
U050 Active	LUISU		1668.49	230.82 55											2013	2021	10	
U050 Active	LUISU		1154.7	230.82 55											2011	2021	10	
U050 Active	LUISU		415.85	125.44 55											2015	2021	7	
U050 Active	LUISU		295.38	0 55											2017	2021	3	
U050 Active	LUISU		2081.2	230.82 55											2008	2021	18	
U050 Active	LUISU		471.31	230.82 55											2018	2021	6	
U050 Active	LUISU		2420.15	240.21 55											2000	2021	22	
U050 Active	LUISU		357.22	230.82 55											2014	2021	8	
U050 Active	LUISU		2030.25	240.21 55											2000	2021	22	
U050 Active	LUISU		1024.29	230.82 20											2008	2021	14	Also contributed under U050PS
U050 Active	LUISU		527.88	127.7 55											2013	2021	2	
U050 Active	LUISU		2758.88	230.82 80											2008	2021	14	
U050 Active	LUISU		2420.55	240.21 55											2000	2021	22	
U050 Active	LUISU		477.44	230.82 55											2017	2021	5	
U050 Active	LUISU		405	230.82 55											2018	2021	4	
U050 Active	LUISU		965.12	230.82 20											2018	2021	9	Also contributed under U050PS
U050 Active	LUISU		1277.2	234.42 55											2000	2021	13	
U050 Active	LUISU		811.09	285.34 55											2012	2021	18	
U050 Active	LUISU		1222.33	230.82 55											2005	2021	17	
U050 Active	LUISU		223.82	125.44 55											2018	2021	4	
U050 Active	LUISU		1324.83	230.82 55											2013	2021	11	
U050 Active	LUISU		951.84	237.81 22											2014	2021	8	Also contributed under U050PS
U050 Active	LUISU		1875.42	230.82 22											2012	2021	13	Also contributed under U050PS
U050 Active	LUISU		245.58	125.44 55											2017	2021	5	
U050 Active	LUISU		1061.22	230.82 80											2013	2021	9	
U050 Active	LUISU		1871.8	230.82 55											2007	2021	15	
U050 Active	LUISU		1479.28	230.82 22											2012	2021	13	Also contributed under U050PS
U050 Active	LUISU		999.23	70.85 55											2005	2021	17	
U050 Active	LUISU		2430.15	240.21 55											2000	2021	22	

Listing of CUSU Employees as off CCAA who contributed to Business with RRSP Claim

Employee ID	Last Name	First Name	Preferred I-Address Line 1	Address Line 2	City	Province	Postal Code	Country	OCAA Claims Grouping	Union/Way Class Gr Summary of EW RRHSP Summary of EW RRHSP Employee Grs RRHSP Claim contributed				First Year contributed	Last year contributed	Contributed in	# of Years					
										Union	Way	Class	Gr	Summary	EW	RRHSP	Employee	Grs	RRHSP	Claim	contributed	in
U051 Active	U051		882.81		238.35	20												2013	2013	11	Also contributed under UMAPS	
U051 Active	U051		2264.22		240.23	60												2000	2013	22		
U051 Active	U051		1183.99		230.82	55												2012	2013	13		
U051 Active	U051		2358.08		230.82	55											25,403.58	2002	2013	20		
U051 Active	U051		2430.15		240.23	55												2000	2013	22		
U051 Active	U051		1796.94		230.82	55												2008	2013	14		
U051 Active	U051		1389.24		230.82	55												2007	2013	15		
U051 Active	U051		245.38		133.84	55												2017	2013	5		
U051 Active	U051		512.48		3.8	55												2000	2008	8		
U051 Active	U051		1398.6		230.82	55												2008	2013	14		
U051 Active	U051		35.6		0	60												2013	2013	1		
U051 Active	U051		2143.41		230.82	55												2004	2013	18		
U051 Active	U051		914.83		185.62	55												2012	2013	10		
U051 Active	U051		840.2		134.68	55												2013	2013	6		
U051 Active	U051		2018.7		230.82	55												2008	2013	18		
U051 Active	U051		167.12		167.12	55												2009	2013	1		
U051 Active	U051		862.98		230.82	55												2015	2013	7		
U051 Active	U051		1781.86		230.82	55												2008	2013	13		
U051 Active	U051		770.88		133.84	55												2013	2013	12		
U051 Active	U051		1651.57		186.57	55												2013	2013	9		
U051 Active	U051		1379.26		230.82	55												2012	2013	13		
U051 Active	U051		441.81		230.82	55												2018	2013	4		
U051 Active	U051		2398.79		230.82	20												2008	2013	15	Also contributed under UMAPS	
U051 Active	U051		154.38		154.38	55												2009	2013	2		
U051 Active	U051		1735.7		230.82	55												2008	2013	14		
U051 Active	U051		896.82		230.82	55												2018	2013	6		
U051 Active	U051		1624.88		130.82	55												2012	2013	10		
U051 Active	U051		1387.78		230.82	55												2012	2013	10		
U051 Active	U051		1512.41		113.84	55											12,411.75	2007	2013	15		
U051 Active	U051		2407.47		240.23	45												2000	2013	22		
U051 Active	U051		3963.9		230.82	55											25,977.90	2008	2013	16		
U051 Active	U051		2430.15		240.23	55												2000	2013	22		
U051 Active	U051		177.84		133.84	55												2013	2013	4		
U051 Active	U051		505.38		230.82	55												2017	2013	5		
U051 Active	U051		1494.76		230.82	55												2007	2013	15	Also contributed under UMAPS	
U051 Active	U051		1870.58		230.82	55												2007	2013	13		
U051 Active	U051		2113.09		230.82	20												2008	2013	18		
U051 Active	U051		5798.66		230.82	80												2008	2013	14		
U051 Active	U051		782.38		0	55												2003	2013	9		
U051 Active	U051		361.84		187.12	55												2018	2013	4		
U051 Active	U051		182.7		303.7	55												2019	2013	5		
U051 Active	U051		2004.88		230.82	55											25,977.90	2007	2013	15		
U051 Active	U051		1388.25		9.43	55												2000	2013	14		
U051 Active	U051		2430.15		240.23	55											26,345.45	2000	2013	22		
U051 Active	U051		1310.72		230.82	55												2012	2013	16		
U051 Active	U051		790.62		230.82	55												2015	2013	7		
U051 Active	U051		681.32		179.88	55												2018	2013	8		
U051 Active	U051		969.4		127.4	55												2013	2013	8		
U051 Active	U051		3506.7		234.42	55											27,780.58	2000	2013	12		
U051 Active	U051		2430.15		240.23	55											26,345.45	2000	2013	22		
U051 Active	U051		1367.37		133.84	55											12,682.44	2003	2013	19		
U051 Active	U051		5342.51		127.4	55												2018	2013	13		
U051 Active	U051		2549.54		230.82	60											26,520.70	2005	2013	21		
U051 Active	U051		2430.15		240.23	55											27,186.20	2000	2013	22		
U051 Active	U051		2430.15		240.23	55											25,825.39	2000	2013	22		
U051 Active	U051		495		245.29	55												2018	2013	4		
U051 Active	U051		588.15		133.84	55												2012	2013	10		
U051 Active	U051		1384.84		133.84	55												2017	2013	5		
U051 Active	U051		1384.84		230.82	60												2013	2013	8		
U051 Active	U051		1495.37		230.82	55												2005	2013	21	Also contributed under UMAPS	
U051 Active	U051		2012.4		230.82	45												2003	2013	18		
U051 Active	U051		717.3		0	55												2013	2013	7		
U051 Active	U051		595.45		230.82	60												2017	2013	5		
U051 Active	U051		2307.28		230.82	55												2005	2013	21		
U051 Active	U051		2117		230.82	22												2008	2013	18	Also contributed under UMAPS	
U051 Active	U051		1376.31		230.82	60												2012	2013	10		
U051 Active	U051		648.28		230.82	20												2015	2013	8	Also contributed under UMAPS	
U051 Active	U051		1963.78		230.82	55											24,801.58	2006	2013	18		
U051 Active	U051		286.7		230.82	55												2018	2013	3		
U051 Active	U051		1321.86		230.82	60												2012	2013	10		
U051 Active	U051		956.42		230.82	55												2014	2013	8		

Listing of CSUSM Employees as of Q3A who contributed or Retired with RRSP Claim

TAB 3

Listing of USU Employees as of GCA who contributed or Retired with RRIF Claim

Employee ID	Last Name	First Name	Preferred Address Line 1	Address Line 2	City	Province	Postal Code	Country	GCA Claim Grouping	Union/Way Class/Gr Summary of RR RRIF Summary of RR RRIF Employee Grp	RRIF Claim Contributed	First Year contributed	Last year contributed	% of Years contributed in	Notes
	USU Retiree		USU		2188.05	0.55	26,325.75	2003	2018	0					
	USU Retiree		USU		2141.24	0.45	26,329.75	2000	2018	0	Also contributed under USAPS				
	USU Retiree		USU		1062.58	0.22	25,365.95	2000	2018	0	Also contributed under USAPS				
	USU Retiree		USU		1181.34	0.42	23,385.85	2000	2012	0					
	USU Retiree		USU		14229.51	0.45	24,784.04	2000	2016	0					
	USU Retiree		USU		1649.91	0.45	24,784.04	2000	2015	0					
	USU Retiree		USU		721.12	0.35	24,785.00	2000	2014	0					
	USU Retiree		USU		278.99	0.35	24,784.04	2000	2013	0					
	USU Retiree		USU		894.4	0.35	24,984.75	2000	2013	0					
	USU Retiree		USU		792.88	0.45	24,984.75	2000	2008	0					
	USU Retiree		USU		2785.83	0.35	24,984.75	2000	2018	0					
	USU Retiree		USU		1284.76	0.45	23,187.95	2000	2017	0					
	USU Retiree		USU		125.49	0.45	23,187.95	2000	2002	0					
	USU Retiree		USU		1326.45	0.45	23,187.95	2000	2011	0					
	USU Retiree		USU		1026.89	0.45	23,187.95	2000	2017	0					
	USU Retiree		USU		900.85	0.45	22,572.15	2000	2008	0					
	USU Retiree		USU		805.74	0.45	22,572.15	2000	2013	0					
	USU Retiree		USU		1184.57	0.45	21,528.04	2000	2012	0					
	USU Retiree		USU		726.37	0.45	28,782.35	2000	2008	0					
	USU Retiree		USU		5475.33	0.45	29,782.35	2000	2014	0					
	USU Retiree		USU		867.59	0.35	18,782.35	2000	2009	0	Also contributed under USAPS				
	USU Retiree		USU		795.09	0.45	23,079.45	2000	2017	0	Also contributed under USAPS				
	USU Retiree		USU		2526.31	0.45	18,079.45	2000	2017	0	Also contributed under USAPS				
	USU Retiree		USU		125.73	0.35	17,956.45	2000	2004	0					
	USU Retiree		USU		407.22	0.45	17,956.45	2000	2008	0					
	USU Retiree		USU		888.45	0.45	20,047.35	2000	2008	0					
	USU Retiree		USU		5217.95	0.45	13,144.65	2000	2000	0					
	USU Retiree		USU		42.85	0.55	13,060.02	2000	2000	0					
	USU Retiree		USU		887.87	0.45	13,060.02	2000	2010	0					
	USU Retiree		USU		11.8	0.35	14,050.34	2000	2006	0					
	USU Retiree		USU		1138.34	0.35	13,890.37	2000	2009	0					
	USU Retiree		USU		1332.81	0.35	13,819.55	2000	2010	0					
	USU Retiree		USU		2007.78	0.35	21,150.75	2000	2019	0					
	USU Retiree		USU		579.34	0.45	13,008.27	2000	2007	0					
	USU Retiree		USU		42.85	0.55	13,008.27	2000	2000	0					
	USU Retiree		USU		427.85	0.45	13,008.27	2000	2008	0					
	USU Retiree		USU		471.35	0.45	12,773.85	2000	2017	0					
	USU Retiree		USU		1091.61	0.35	11,995.62	2000	2006	0					
	USU Retiree		USU		425.89	0.45	11,982.64	2000	2000	0					
	USU Retiree		USU		1121.8	0.45	11,980.35	2000	2000	0					
	USU Retiree		USU		879.2	0.35	11,290.35	2000	2017	0					
	USU Retiree		USU		3534	0.35	11,380.35	2000	2019	0					
	USU Retiree		USU		1093.33	0.45	11,380.35	2000	2017	0					
	USU Retiree		USU		798.07	0.35	11,177.92	2000	2016	0					
	USU Retiree		USU		906.54	0.35	11,177.92	2000	2017	0					
	USU Retiree		USU		352.45	0.45	10,485.15	2000	2005	0					
	USU Retiree		USU		306.89	11.82	10,485.15	2000	2004	0					
	USU Retiree		USU		780.28	0.35	10,796.35	2000	2015	0					
	USU Retiree		USU		576.25	0.35	10,796.35	2000	2012	0					
	USU Retiree		USU		363.89	0.45	9,881.05	2000	2008	0					
	USU Retiree		USU		5129.43	0.45	9,881.05	2000	2012	0					
	USU Retiree		USU		501.84	0.45	9,485.88	2000	2008	0					
	USU Retiree		USU		255.33	0.45	8,779.25	2000	2013	0					
	USU Retiree		USU		1133.43	0.45	8,432.87	2000	2013	0					
	USU Retiree		USU		779.81	0.45	8,432.87	2000	2014	0					
	USU Retiree		USU		501.84	0.45	8,971.67	2000	2008	0					
	USU Retiree		USU		244.73	0.35	8,850.52	2000	2003	0					
	USU Retiree		USU		455.29	0.35	8,007.75	2000	2011	0					
	USU Retiree		USU		296.68	0.45	7,600.35	2000	2004	0					
	USU Retiree		USU		467.58	0.45	7,600.35	2000	2007	0					
	USU Retiree		USU		387.81	0.35	8,386.45	2000	2007	0					
	USU Retiree		USU		37.54	0.28	8,101.88	2000	2006	0					
	USU Retiree		USU		142.37	0.45	5,437.69	2000	2002	0					
	USU Retiree		USU		11.48	0.28	5,188.34	2000	2008	0					
	USU Retiree		USU		0	0	8,886.05	881/4	881/4	0					
	USU Retiree		USU		0	0	8,886.04	881/4	881/4	0					
	USU Retiree		USU		0	0	8,886.04	881/4	881/4	0					
	USU Retiree		USU		0	0	8,312.05	881/4	881/4	0					
	USU Retiree		USU		2.62	0.35	8,322.05	2000	2008	0					
	USU Retiree		USU		1026.89	0.45	2,611.39	2000	2017	0					
	USU Retiree		USU		0	0	881/4	881/4	881/4	0					

List of LUSU Employees as of GCAA who contributed or Retired with RRIF Claim

Employee ID	Last Name	First Name	Preferred Address Line 1	Address Line 2	City	Province	Postal Code	Country	GCAA Claim Grouping	Union/Way Class GI Summary of RR RRIF Summary of CR RRIF Employee Grp	RRIF Claim Contributed	First Year Contributed	Last year contributed	# of Years Contributed	Notes
LUSU Retiree	LUSU		0	0	0	0	0	0	LUSU Retiree	0	0	0	0	0	
LUSU Retiree	LUSU		0	0	0	0	0	0	LUSU Retiree	1,935.45	0	0	0	0	
LUSU Retiree	LUSU		0	0	0	0	0	0	LUSU Retiree	1,935.45	0	0	0	0	
LUSU Retiree	LUSU		0	0	0	0	0	0	LUSU Retiree	1,935.45	0	0	0	0	
LUSU Retiree	LUSU		2224.81	0	14,08 15	0	23,187.56	0	LUSU Retiree	2000	2019	0	0	0	
LUSU Retiree	LUSU		152.84	0	0	0	24,004.75	0	LUSU Retiree	2019	2013	0	0	0	
LUSU Retiree	LUSU		1475.33	0	9.41 15	0	20,666.39	0	LUSU Retiree	2000	2014	0	0	0	
LUSU Retiree	LUSU		289.2	0	9.41 15	0	1,120.18	0	LUSU Retiree	2000	2004	0	0	0	
LUSU Retiree	LUSU		21.31	0	0	0	15,000.02	0	LUSU Retiree	2000	2000	0	0	0	
LUSU Retiree	LUSU		855.3	0	9.41 15	0	17,956.41	0	LUSU Retiree	2000	2008	0	0	0	
LUSU Retiree	LUSU		0	0	0	0	1,935.42	0	LUSU Retiree	0	0	0	0	0	
LUSU Retiree	LUSU		2430.25	0	180.21 15	0	29,851.54	0	LUSU Retiree	2000	2023	0	0	0	
LUSU Terminated	LUSU		5854.33	0	230.82 20	0	0	0	LUSU Terminated	2007	2023	15	Also contributed under LUSAPS		
LUSU Terminated	LUSU		2430.25	0	180.21 15	0	27,008.38	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		1289.24	0	230.82 22	0	0	0	LUSU Terminated	2012	2023	18	Also contributed under LUSAPS		
LUSU Terminated	LUSU		2450.55	0	140.25 15	0	23,187.56	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		2602.85	0	230.82 15	0	29,851.54	0	LUSU Terminated	2008	2023	18			
LUSU Terminated	LUSU		1164.4	0	120.04 15	0	11,983.82	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		84.48	0	64.48 15	0	0	0	LUSU Terminated	2020	2023	2			
LUSU Terminated	LUSU		1187.78	0	230.82 15	0	0	0	LUSU Terminated	2012	2023	18			
LUSU Terminated	LUSU		1164.4	0	120.04 15	0	11,150.78	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		481.83	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		196.75	0	125.44 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		171.77	0	137.77 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		245.58	0	125.44 15	0	0	0	LUSU Terminated	2017	2023	5			
LUSU Terminated	LUSU		271.8	0	125.44 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		529.8	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		2450.55	0	140.25 15	0	29,176.69	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		241.29	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		129.22	0	0	0	0	0	LUSU Terminated	2008	2023	5			
LUSU Terminated	LUSU		656.55	0	230.82 15	0	0	0	LUSU Terminated	2015	2023	7			
LUSU Terminated	LUSU		2215.39	0	230.82 15	0	27,780.38	0	LUSU Terminated	2003	2023	18			
LUSU Terminated	LUSU		127.85	0	127.85 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		127.4	0	127.4 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		180.46	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		2430.15	0	140.21 15	0	14,050.58	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		1148.83	0	120.04 15	0	0	0	LUSU Terminated	2000	2023	22			
LUSU Terminated	LUSU		757.86	0	51.98 15	0	0	0	LUSU Terminated	2013	2023	8			
LUSU Terminated	LUSU		2602.67	0	147.29 15	0	18,180.03	0	LUSU Terminated	2004	2023	18			
LUSU Terminated	LUSU		309.9	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		2664.28	0	130.62 20	0	32,405.30	0	LUSU Terminated	2003	2023	20	Also contributed under LUSAPS		
LUSU Terminated	LUSU		175.41	0	134.93 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		792.38	0	230.82 15	0	0	0	LUSU Terminated	2015	2023	7			
LUSU Terminated	LUSU		1662.44	0	230.82 15	0	0	0	LUSU Terminated	2006	2023	14			
LUSU Terminated	LUSU		355.52	0	230.82 15	0	0	0	LUSU Terminated	2018	2023	5			
LUSU Terminated	LUSU		6266.35	0	230.67 22	0	0	0	LUSU Terminated	2018	2023	5	Also contributed under LUSAPS		
LUSU Terminated	LUSU		1213.58	0	182.8 10	0	0	0	LUSU Terminated	2003	2023	20	Also contributed under CRASH		
LUSU Terminated	LUSU		140.14	0	140.14 15	0	0	0	LUSU Terminated	2019	2023	3			
LUSU Terminated	LUSU		127.82	0	125.44 15	0	0	0	LUSU Terminated	2018	2023	5			

Listing of LUFA employees as of CCAA who contributed or Retirees with RHBP Claim

530 1,042,427.93 115,936.49

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHBP Contributions		Employee Group Per RHBP Report	RHBP Claim	Notes
			Summary of ER	RHBP Contributions			
LUFA Employee #1	LUFA Active	LUFA	3,283.50	329.55 10	28658.52087		
LUFA Employee #2	LUFA Active	LUFA	3,283.50	329.55 10	28897.16336		
LUFA Employee #3	LUFA Active	LUFA	3,283.50	329.55 10	28258.09148		
LUFA Employee #4	LUFA Active	LUFA	3,283.50	329.55 10	28258.09148		
LUFA Employee #5	LUFA Active	LUFA	3,283.50	329.55 10	27746.1767		
LUFA Employee #6	LUFA Active	LUFA	1,597.44	224.64 10		0	
LUFA Employee #7	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #8	LUFA Active	LUFA	3,057.94	320.14 10	29550.68819		
LUFA Employee #9	LUFA Active	LUFA	3,283.31	327.67 10	28897.16336		
LUFA Employee #10	LUFA Active	LUFA	3,072.94	320.14 10	25268.58337		
LUFA Employee #11	LUFA Active	LUFA	3,283.50	329.55 10	27633.15292		
LUFA Employee #12	LUFA Active	LUFA	3,283.50	329.55 10	27633.15292		
LUFA Employee #13	LUFA Active	LUFA	3,055.36	320.14 10	27633.15292		
LUFA Employee #14	LUFA Active	LUFA	3,283.50	329.55 10	27022.03511		
LUFA Employee #15	LUFA Active	LUFA	2,930.98	320.14 10	27022.03511		
LUFA Employee #16	LUFA Active	LUFA	3,283.50	329.55 10	26813.19938		
LUFA Employee #17	LUFA Active	LUFA	3,283.50	329.55 10	29550.68819		
LUFA Employee #18	LUFA Active	LUFA	3,283.50	329.55 10	29550.68819		
LUFA Employee #19	LUFA Active	LUFA	3,283.50	329.55 10	29550.68819		
LUFA Employee #20	LUFA Active	LUFA	2,810.98	320.14 10	29550.68819		
LUFA Employee #21	LUFA Active	LUFA	3,037.78	320.14 10	26813.19938		
LUFA Employee #22	LUFA Active	LUFA	3,283.50	329.55 10	28897.16336		
LUFA Employee #23	LUFA Active	LUFA	3,105.92	323.74 10	28897.16336		
LUFA Employee #24	LUFA Active	LUFA	3,283.50	329.55 10	25840.04592		
LUFA Employee #25	LUFA Active	LUFA	3,267.45	329.54 10	25840.04592		
LUFA Employee #26	LUFA Active	LUFA	2,924.12	320.14 10	25840.04592		
LUFA Employee #27	LUFA Active	LUFA	2,870.98	320.14 10	28658.52087		
LUFA Employee #28	LUFA Active	LUFA	2,800.76	320.14 10	28658.52087		
LUFA Employee #29	LUFA Active	LUFA	2,677.92	320.14 10	28658.52087		
LUFA Employee #30	LUFA Active	LUFA	3,283.50	329.55 10	25268.58337		
LUFA Employee #31	LUFA Active	LUFA	3,283.39	329.55 10	24709.75893		
LUFA Employee #32	LUFA Active	LUFA	3,283.50	329.55 10	25268.58337		
LUFA Employee #33	LUFA Active	LUFA	3,283.50	329.55 10	25268.58337		
LUFA Employee #34	LUFA Active	LUFA	3,283.50	329.55 10	28258.09148		
LUFA Employee #35	LUFA Active	LUFA	3,283.50	329.55 10	28258.09148		
LUFA Employee #36	LUFA Active	LUFA	3,283.50	329.55 10	26813.19938		
LUFA Employee #37	LUFA Active	LUFA	3,283.50	329.55 10	24709.75893		

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	Notes
LUFA Employee #38	LUFA Active	LUFA	2,922.71	320.14 10		24709.75893	
LUFA Employee #39	LUFA Active	LUFA	3,283.50	329.55 10		27633.15292	
LUFA Employee #40	LUFA Active	LUFA	2,813.38	323.74 10		27633.15292	
LUFA Employee #41	LUFA Active	LUFA	3,200.99	329.55 10		27633.15292	
LUFA Employee #42	LUFA Active	LUFA	2,915.34	320.14 10		27633.15292	
LUFA Employee #43	LUFA Active	LUFA	2,979.81	329.55 10		24163.29311	
LUFA Employee #44	LUFA Active	LUFA	3,283.50	329.55 10		24163.29311	
LUFA Employee #45	LUFA Active	LUFA	2,800.76	320.14 10		24163.29311	
LUFA Employee #46	LUFA Active	LUFA	3,283.50	329.55 10		27022.03511	
LUFA Employee #47	LUFA Active	LUFA	3,283.50	329.55 10		27022.03511	
LUFA Employee #48	LUFA Active	LUFA	3,262.08	329.55 10		27022.03511	
LUFA Employee #49	LUFA Active	LUFA	3,174.58	320.14 10		27022.03511	
LUFA Employee #50	LUFA Active	LUFA	3,272.90	329.55 10		26813.19938	
LUFA Employee #51	LUFA Active	LUFA	3,067.08	320.14 10		23628.91259	
LUFA Employee #52	LUFA Active	LUFA	2,810.98	320.14 10		23628.91259	
LUFA Employee #53	LUFA Active	LUFA	3,283.50	329.55 10		26424.43241	
LUFA Employee #54	LUFA Active	LUFA	2,688.34	320.14 10		26424.43241	
LUFA Employee #55	LUFA Active	LUFA	1,958.00	320.14 10		0	
LUFA Employee #56	LUFA Active	LUFA	3,283.50	329.55 10		25859.12227	
LUFA Employee #57	LUFA Active	LUFA	3,283.50	329.55 10		25840.04592	
LUFA Employee #58	LUFA Active	LUFA	3,233.26	323.74 10		25840.04592	
LUFA Employee #59	LUFA Active	LUFA	2,677.92	320.14 10		25840.04592	
LUFA Employee #60	LUFA Active	LUFA	2,982.08	28.13 10		25268.58337	
LUFA Employee #61	LUFA Active	LUFA	3,063.74	329.55 10		25268.58337	
LUFA Employee #62	LUFA Active	LUFA	3,283.50	329.55 10		25268.58337	
LUFA Employee #63	LUFA Active	LUFA	2,972.77	320.14 10		25268.58337	
LUFA Employee #64	LUFA Active	LUFA	2,759.88	320.14 10		24163.29311	
LUFA Employee #65	LUFA Active	LUFA	3,283.50	329.55 10		24709.75893	
LUFA Employee #66	LUFA Active	LUFA	3,283.50	329.55 10		24709.75893	
LUFA Employee #67	LUFA Active	LUFA	3,283.50	329.55 10		24709.75893	
LUFA Employee #68	LUFA Active	LUFA	3,263.54	329.55 10		24709.75893	
LUFA Employee #69	LUFA Active	LUFA	2,942.66	329.55 10		24709.75893	
LUFA Employee #70	LUFA Active	LUFA	3,002.62	320.14 10		24709.75893	
LUFA Employee #71	LUFA Active	LUFA	2,920.98	320.14 10		24709.75893	
LUFA Employee #72	LUFA Active	LUFA	2,920.98	320.14 10		24709.75893	
LUFA Employee #73	LUFA Active	LUFA	3,065.03	323.74 10		17642.95834	
LUFA Employee #74	LUFA Active	LUFA	3,283.50	329.55 10		23628.91259	
LUFA Employee #75	LUFA Active	LUFA	3,135.53	337.78 10		23628.91259	
LUFA Employee #76	LUFA Active	LUFA	3,135.53	320.14 10		23628.91259	

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Deans

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER		Employee Group Per RHBP Report	RHBP Claim	Notes
			Summary of EE RHBP Contributions	RHBP Contributions			
LUFA Employee #77	LUFA Active	LUFA	2,990.68	320.14 10		23628.91259	
LUFA Employee #78	LUFA Active	LUFA	2,955.76	320.14 10		18192.20061	
LUFA Employee #79	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #80	LUFA Active	LUFA	3,010.83	320.14 10		17011.71418	
LUFA Employee #81	LUFA Active	LUFA	-	0	#N/A	17011.71418	Negotiated RHBP per agreement of retiring
LUFA Employee #82	LUFA Active	LUFA	3,065.03	323.74 10		15907.82915	
LUFA Employee #83	LUFA Active	LUFA	2,810.79	320.14 10		15556.02139	
LUFA Employee #84	LUFA Active	LUFA	3,078.29	323.74 10		18192.20061	
LUFA Employee #85	LUFA Active	LUFA	2,966.61	320.14 10		14875.5749	
LUFA Employee #86	LUFA Active	LUFA	3,036.27	320.14 10		14546.59584	
LUFA Employee #87	LUFA Active	LUFA	2,984.79	320.14 10		17396.44321	
LUFA Employee #88	LUFA Active	LUFA	3,283.50	329.55 10		16635.49357	
LUFA Employee #89	LUFA Active	LUFA	3,065.03	323.74 10		13434.27884	
LUFA Employee #90	LUFA Active	LUFA	2,958.03	320.14 10		15919.57307	
LUFA Employee #91	LUFA Active	LUFA	2,997.77	320.14 10		14875.5749	
LUFA Employee #92	LUFA Active	LUFA	1,655.49	320.14 10		0	
LUFA Employee #93	LUFA Active	LUFA	3,023.55	320.14 10		14546.59584	
LUFA Employee #94	LUFA Active	LUFA	320.14	320.14 15		0	Also contributed as Dean
LUFA Employee #95	LUFA Active	LUFA	2,984.59	320.14 10		0	
LUFA Employee #96	LUFA Active	LUFA	2,820.22	320.14 10		0	
LUFA Employee #97	LUFA Active	LUFA	2,495.94	320.14 10		0	
LUFA Employee #98	LUFA Active	LUFA	1,298.96	0 10		0	
LUFA Employee #99	LUFA Active	LUFA	756.58	320.14 10		0	
LUFA Employee #100	LUFA Active	LUFA	1,692.75	320.14 10		0	
LUFA Employee #101	LUFA Active	LUFA	2,584.14	320.14 10		0	
LUFA Employee #102	LUFA Active	LUFA	2,850.98	320.14 10		0	
LUFA Employee #103	LUFA Active	LUFA	964.22	320.14 10		0	
LUFA Employee #104	LUFA Active	LUFA	2,938.10	320.14 10		0	
LUFA Employee #105	LUFA Active	LUFA	263.98	263.98 10		0	
LUFA Employee #106	LUFA Active	LUFA	19.10	19.1 10		0	
LUFA Employee #107	LUFA Active	LUFA	1,574.73	320.14 10		0	
LUFA Employee #108	LUFA Active	LUFA	2,563.30	320.14 10		0	
LUFA Employee #109	LUFA Active	LUFA	3,174.58	320.14 10		0	
LUFA Employee #110	LUFA Active	LUFA	1,557.68	320.14 10		0	
LUFA Employee #111	LUFA Active	LUFA	1,777.24	320.14 10		0	
LUFA Employee #112	LUFA Active	LUFA	2,545.47	320.14 10		0	
LUFA Employee #113	LUFA Active	LUFA	2,563.11	320.14 10		0	
LUFA Employee #114	LUFA Active	LUFA	2,167.55	320.14 10		0	
LUFA Employee #115	LUFA Active	LUFA	2,458.73	320.14 10		0	

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Deans

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #116	LUFA Active	LUFA	2,563.30	320.14 10		0	
LUFA Employee #117	LUFA Active	LUFA	2,945.62	320.14 10		0	
LUFA Employee #118	LUFA Active	LUFA	94.74	94.74 10		0	
LUFA Employee #119	LUFA Active	LUFA	2,293.67	320.14 10		0	
LUFA Employee #120	LUFA Active	LUFA	2,587.50	320.14 10		0	
LUFA Employee #121	LUFA Active	LUFA	2,607.99	320.14 10		0	
LUFA Employee #122	LUFA Active	LUFA	521.77	320.14 10		0	
LUFA Employee #123	LUFA Active	LUFA	3,174.58	320.14 10		0	
LUFA Employee #124	LUFA Active	LUFA	1,603.40	320.14 10		0	
LUFA Employee #125	LUFA Active	LUFA	1,574.73	320.14 10		0	
LUFA Employee #126	LUFA Active	LUFA	301.42	301.42 10		0	
LUFA Employee #127	LUFA Active	LUFA	3,072.94	320.14 10		0	
LUFA Employee #128	LUFA Active	LUFA	3,061.22	320.14 10		0	
LUFA Employee #129	LUFA Active	LUFA	3,002.62	320.14 10		0	
LUFA Employee #130	LUFA Active	LUFA	2,958.03	320.14 10		0	
LUFA Employee #131	LUFA Active	LUFA	2,877.87	320.14 10		0	
LUFA Employee #132	LUFA Active	LUFA	2,604.98	320.14 10		0	
LUFA Employee #133	LUFA Active	LUFA	1,607.60	320.14 10		0	
LUFA Employee #134	LUFA Active	LUFA	756.58	320.14 10		0	
LUFA Employee #135	LUFA Active	LUFA	2,810.79	320.14 10		0	
LUFA Employee #136	LUFA Active	LUFA	2,547.66	320.14 10		0	
LUFA Employee #137	LUFA Active	LUFA	1,793.91	320.14 10		0	
LUFA Employee #138	LUFA Active	LUFA	2,688.34	320.14 10		0	
LUFA Employee #139	LUFA Active	LUFA	2,688.34	320.14 10		0	
LUFA Employee #140	LUFA Active	LUFA	2,688.34	320.14 10		0	
LUFA Employee #141	LUFA Active	LUFA	2,548.30	320.14 10		0	
LUFA Employee #142	LUFA Active	LUFA	2,547.66	320.14 10		0	
LUFA Employee #143	LUFA Active	LUFA	1,955.92	135.04 10		0	
LUFA Employee #144	LUFA Active	LUFA	2,532.02	320.14 10		0	
LUFA Employee #145	LUFA Active	LUFA	2,547.66	320.14 10		0	
LUFA Employee #146	LUFA Active	LUFA	756.58	320.14 10		0	
LUFA Employee #147	LUFA Active	LUFA	2,151.29	320.14 10		0	
LUFA Employee #148	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #149	LUFA Active	LUFA	1,574.73	320.14 10		0	
LUFA Employee #150	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #151	LUFA Active	LUFA	1,180.42	320.14 10		0	
LUFA Employee #152	LUFA Active	LUFA	1,180.42	320.14 10		0	
LUFA Employee #153	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #154	LUFA Active	LUFA	969.82	320.14 10		0	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #155	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #156	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #157	LUFA Active	LUFA	952.05	320.14 10		0	
LUFA Employee #158	LUFA Active	LUFA	756.58	320.14 10		0	
LUFA Employee #159	LUFA Active	LUFA	720.50	320.14 10		0	
LUFA Employee #160	LUFA Active	LUFA	521.77	320.14 10		0	
LUFA Employee #161	LUFA Active	LUFA	521.77	320.14 10		0	
LUFA Employee #162	LUFA Active	LUFA	521.77	320.14 10		0	
LUFA Employee #163	LUFA Active	LUFA	430.12	320.14 10		0	
LUFA Employee #164	LUFA Active	LUFA	494.30	0 10		0	
LUFA Employee #165	LUFA Active	LUFA	71.64	0 10		0	
LUFA Employee #166	LUFA Active	LUFA	1,225.74	262.08 10		0	
LUFA Employee #167	LUFA Active	LUFA	1,573.25	320.14 10		0	
LUFA Employee #168	LUFA Active	LUFA	1,957.81	320.14 10		0	
LUFA Employee #169	LUFA Active	LUFA	2,065.04	320.14 10		0	
LUFA Employee #170	LUFA Active	LUFA	3,283.50	329.55 10		0	
LUFA Employee #171	LUFA Active	LUFA	3,283.50	329.55 10		0	
LUFA Employee #172	LUFA Active	LUFA	3,285.73	329.55 10		0	
LUFA Employee #173	LUFA Active	LUFA	2,984.79	320.14 10		0	
LUFA Employee #174	LUFA Active	LUFA	3,251.26	329.55 10		0	
LUFA Employee #175	LUFA Active	LUFA	2,547.66	320.14 10		0	
LUFA Employee #176	LUFA Active	LUFA	2,924.89	320.14 10		0	
LUFA Employee #177	LUFA Active	LUFA	2,151.48	320.14 10		0	
LUFA Employee #178	LUFA Active	LUFA	2,911.30	320.14 10		0	
LUFA Employee #179	LUFA Active	LUFA	2,810.98	320.14 10		0	
LUFA Employee #180	LUFA Active	LUFA	2,971.60	320.14 10		0	
LUFA Employee #181	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #182	LUFA Active	LUFA	2,751.86	320.14 10		0	
LUFA Employee #183	LUFA Active	LUFA	3,036.46	320.14 10		0	
LUFA Employee #184	LUFA Active	LUFA	2,863.72	320.14 10		0	
LUFA Employee #185	LUFA Active	LUFA	3,025.86	320.14 10		0	
LUFA Employee #186	LUFA Active	LUFA	1,387.18	320.14 10		0	
LUFA Employee #187	LUFA Active	LUFA	3,129.84	320.14 10		0	
LUFA Employee #188	LUFA Active	LUFA	430.12	320.14 10		0	
LUFA Employee #189	LUFA Active	LUFA	2,922.37	320.14 10		0	
LUFA Employee #190	LUFA Active	LUFA	3,067.08	320.14 10		0	
LUFA Employee #191	LUFA Active	LUFA	2,958.22	320.14 10		0	
LUFA Employee #192	LUFA Active	LUFA	3,002.62	320.14 10		0	
LUFA Employee #193	LUFA Active	LUFA	2,910.79	320.14 10		0	

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #194	LUFA Active	LUFA	2,930.79	320.14 10		0	
LUFA Employee #195	LUFA Active	LUFA	2,930.98	320.14 10		0	
LUFA Employee #196	LUFA Active	LUFA	2,930.98	320.14 10		0	
LUFA Employee #197	LUFA Active	LUFA	2,936.62	320.14 10		0	
LUFA Employee #198	LUFA Active	LUFA	2,936.62	320.14 10		0	
LUFA Employee #199	LUFA Active	LUFA	2,855.98	320.14 10		0	
LUFA Employee #200	LUFA Active	LUFA	2,810.98	320.14 10		0	
LUFA Employee #201	LUFA Active	LUFA	2,790.35	320.14 10		0	
LUFA Employee #202	LUFA Active	LUFA	2,759.88	320.14 10		0	
LUFA Employee #203	LUFA Active	LUFA	2,563.30	320.14 10		0	
LUFA Employee #204	LUFA Active	LUFA	2,667.50	320.14 10		0	
LUFA Employee #205	LUFA Active	LUFA	2,688.34	320.14 10		0	
LUFA Employee #206	LUFA Active	LUFA	2,563.11	320.14 10		0	
LUFA Employee #207	LUFA Active	LUFA	2,625.82	320.14 10		0	
LUFA Employee #208	LUFA Active	LUFA	2,532.02	320.14 10		0	
LUFA Employee #209	LUFA Active	LUFA	2,563.30	320.14 10		0	
LUFA Employee #210	LUFA Active	LUFA	2,485.10	320.14 10		0	
LUFA Employee #211	LUFA Active	LUFA	738.54	320.14 10		0	
LUFA Employee #212	LUFA Active	LUFA	2,406.90	320.14 10		0	
LUFA Employee #213	LUFA Active	LUFA	2,359.62	320.14 10		0	
LUFA Employee #214	LUFA Active	LUFA	2,183.62	320.14 10		0	
LUFA Employee #215	LUFA Active	LUFA	2,183.62	320.14 10		0	
LUFA Employee #216	LUFA Active	LUFA	1,892.44	320.14 10		0	
LUFA Employee #217	LUFA Active	LUFA	1,352.72	320.14 10		0	
LUFA Employee #218	LUFA Active	LUFA	1,777.24	320.14 10		0	
LUFA Employee #219	LUFA Active	LUFA	1,659.22	320.14 10		0	
LUFA Employee #220	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #221	LUFA Active	LUFA	1,574.73	320.14 10		0	
LUFA Employee #222	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #223	LUFA Active	LUFA	1,574.73	320.14 10		0	
LUFA Employee #224	LUFA Active	LUFA	1,591.78	320.14 10		0	
LUFA Employee #225	LUFA Active	LUFA	1,387.18	320.14 15		0 Also contributed as Dean	
LUFA Employee #226	LUFA Active	LUFA	1,387.18	320.14 10		0	
LUFA Employee #227	LUFA Active	LUFA	1,352.72	320.14 10		0	
LUFA Employee #228	LUFA Active	LUFA	1,180.42	320.14 10		0	
LUFA Employee #229	LUFA Active	LUFA	1,145.32	320.14 10		0	
LUFA Employee #230	LUFA Active	LUFA	1,162.87	320.14 10		0	
LUFA Employee #231	LUFA Active	LUFA	1,145.32	320.14 10		0	
LUFA Employee #232	LUFA Active	LUFA	1,075.12	320.14 10		0	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #233	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #234	LUFA Active	LUFA	915.01	265.33 10		0	
LUFA Employee #235	LUFA Active	LUFA	969.82	320.14 10		0	
LUFA Employee #236	LUFA Active	LUFA	738.54	320.14 10		0	
LUFA Employee #237	LUFA Active	LUFA	648.34	320.14 10		0	
LUFA Employee #238	LUFA Active	LUFA	720.50	320.14 10		0	
LUFA Employee #239	LUFA Active	LUFA	738.54	320.14 10		0	
LUFA Employee #240	LUFA Active	LUFA	540.10	320.14 10		0	
LUFA Employee #241	LUFA Active	LUFA	540.10	320.14 10		0	
LUFA Employee #242	LUFA Active	LUFA	540.10	320.14 10		0	
LUFA Employee #243	LUFA Active	LUFA	521.77	320.14 10		0	
LUFA Employee #244	LUFA Active	LUFA	301.42	301.42 10		0	
LUFA Employee #245	LUFA Retiree	LUFA	1,679.91	228.24 10		31276.26733	
LUFA Employee #246	LUFA Retiree	LUFA	3,283.50	329.55 10		21822.10903	
LUFA Employee #247	LUFA Retiree	LUFA	2,634.85	9.41 10		26813.19938	
LUFA Employee #248	LUFA Retiree	LUFA	2,945.68	65.57 10		31276.26733	
LUFA Employee #249	LUFA Retiree	LUFA	1,691.72	9.41 10		20755.15575	
LUFA Employee #250	LUFA Retiree	LUFA	1,896.32	9.41 10		21822.10903	
LUFA Employee #251	LUFA Retiree	LUFA	1,099.88	9.41 10		10716.41713	
LUFA Employee #252	LUFA Retiree	LUFA	1,691.72	9.41 10		18548.31431	
LUFA Employee #253	LUFA Retiree	LUFA	2,853.38	9.41 10		21822.10903	
LUFA Employee #254	LUFA Retiree	LUFA	881.60	3.6 10		17407.3224	
LUFA Employee #255	LUFA Retiree	LUFA	2,812.27	103.01 10		37456.0869	
LUFA Employee #256	LUFA Retiree	LUFA	2,103.08	9.41 10		26813.19938	
LUFA Employee #257	LUFA Retiree	LUFA	1,590.56	9.41 10		31276.26733	
LUFA Employee #258	LUFA Retiree	LUFA	3,188.00	234.05 10		30423.1249	
LUFA Employee #259	LUFA Retiree	LUFA	2,969.53	228.24 10		30423.1249	
LUFA Employee #260	LUFA Retiree	LUFA	2,420.30	9.41 10		29550.68819	
LUFA Employee #261	LUFA Retiree	LUFA	2,958.06	9.41 10		29550.68819	
LUFA Employee #262	LUFA Retiree	LUFA	2,947.84	224.64 10		28658.52087	
LUFA Employee #263	LUFA Retiree	LUFA	3,263.26	309.31 10		24883.4682	
LUFA Employee #264	LUFA Retiree	LUFA	1,473.76	9.41 10		27746.1767	
LUFA Employee #265	LUFA Retiree	LUFA	3,046.79	228.24 10		27746.1767	
LUFA Employee #266	LUFA Retiree	LUFA	2,308.45	3.6 10		16240.52635	
LUFA Employee #267	LUFA Retiree	LUFA	1,930.78	9.41 10		26813.19938	
LUFA Employee #268	LUFA Retiree	LUFA	1,277.08	9.41 10		19664.07274	
LUFA Employee #269	LUFA Retiree	LUFA	1,794.02	9.41 10		25859.12227	
LUFA Employee #270	LUFA Retiree	LUFA	2,208.38	9.41 10		25859.12227	
LUFA Employee #271	LUFA Retiree	LUFA	1,692.56	3.6 10		24883.4682	

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	Notes
LUFA Employee #272	LUFA Retiree	LUFA	1,489.40	9.41 10		24883.4682	
LUFA Employee #273	LUFA Retiree	LUFA	1,178.10	9.41 10		24883.4682	
LUFA Employee #274	LUFA Retiree	LUFA	1,884.80	3.6 10		24883.4682	
LUFA Employee #275	LUFA Retiree	LUFA	2,270.23	3.6 10		24883.4682	
LUFA Employee #276	LUFA Retiree	LUFA	2,526.92	9.41 10		24883.4682	
LUFA Employee #277	LUFA Retiree	LUFA	2,103.08	9.41 10		24883.4682	
LUFA Employee #278	LUFA Retiree	LUFA	1,423.80	0 10		24883.4682	
LUFA Employee #279	LUFA Retiree	LUFA	881.60	3.6 10		23885.7492	
LUFA Employee #280	LUFA Retiree	LUFA	1,994.40	9.41 10		23885.7492	
LUFA Employee #281	LUFA Retiree	LUFA	213.92	9.41 10		23885.7492	
LUFA Employee #282	LUFA Retiree	LUFA	3,188.00	234.05 10		22865.46624	
LUFA Employee #283	LUFA Retiree	LUFA	2,526.92	9.41 10		20755.15575	
LUFA Employee #284	LUFA Retiree	LUFA	1,993.80	3.6 10		21822.10903	
LUFA Employee #285	LUFA Retiree	LUFA	1,691.72	9.41 10		21822.10903	
LUFA Employee #286	LUFA Retiree	LUFA	3,056.96	103.01 10		21822.10903	
LUFA Employee #287	LUFA Retiree	LUFA	1,691.72	9.41 10		21822.10903	
LUFA Employee #288	LUFA Retiree	LUFA	1,691.72	9.41 10		21822.10903	
LUFA Employee #289	LUFA Retiree	LUFA	871.82	3.6 10		21822.10903	
LUFA Employee #290	LUFA Retiree	LUFA	1,292.72	9.41 10		21822.10903	
LUFA Employee #291	LUFA Retiree	LUFA	1,099.88	9.41 10		20755.15575	
LUFA Employee #292	LUFA Retiree	LUFA	2,103.08	9.41 10		20755.15575	
LUFA Employee #293	LUFA Retiree	LUFA	1,489.40	9.41 10		20755.15575	
LUFA Employee #294	LUFA Retiree	LUFA	1,292.72	9.41 10		19664.07274	
LUFA Employee #295	LUFA Retiree	LUFA	1,024.32	0 10		19664.07274	
LUFA Employee #296	LUFA Retiree	LUFA	54.37	1.89 10		16240.52635	
LUFA Employee #297	LUFA Retiree	LUFA	2,526.92	9.41 10		18548.31431	
LUFA Employee #298	LUFA Retiree	LUFA	907.88	9.41 10		18548.31431	
LUFA Employee #299	LUFA Retiree	LUFA	1,489.40	9.41 10		18548.31431	
LUFA Employee #300	LUFA Retiree	LUFA	907.88	9.41 10		18548.31431	
LUFA Employee #301	LUFA Retiree	LUFA	2,420.30	9.41 10		18548.31431	
LUFA Employee #302	LUFA Retiree	LUFA	1,099.88	9.41 10		18548.31431	
LUFA Employee #303	LUFA Retiree	LUFA	1,099.88	9.41 10		18548.31431	
LUFA Employee #304	LUFA Retiree	LUFA	352.52	9.41 10		18548.31431	
LUFA Employee #305	LUFA Retiree	LUFA	2,603.16	112.32 10		18192.20061	
LUFA Employee #306	LUFA Retiree	LUFA	2,526.92	9.41 10		17407.3224	
LUFA Employee #307	LUFA Retiree	LUFA	362.24	3.6 10		17407.3224	
LUFA Employee #308	LUFA Retiree	LUFA	2,635.16	9.41 10		17407.3224	
LUFA Employee #309	LUFA Retiree	LUFA	905.48	9.41 10		17407.3224	
LUFA Employee #310	LUFA Retiree	LUFA	1,691.72	9.41 10		21822.10903	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	Notes
LUFA Employee #311	LUFA Retiree	LUFA	907.88	9.41 10		17407.3224	
LUFA Employee #312	LUFA Retiree	LUFA	1,084.24	9.41 10		17407.3224	
LUFA Employee #313	LUFA Retiree	LUFA	907.88	9.41 10		17407.3224	
LUFA Employee #314	LUFA Retiree	LUFA	907.88	9.41 10		17407.3224	
LUFA Employee #315	LUFA Retiree	LUFA	1,325.50	9.41 10		16506.92866	
LUFA Employee #316	LUFA Retiree	LUFA	704.56	9.41 10		16240.52635	
LUFA Employee #317	LUFA Retiree	LUFA	595.16	9.41 10		16240.52635	
LUFA Employee #318	LUFA Retiree	LUFA	1,896.32	9.41 10		23885.7492	
LUFA Employee #319	LUFA Retiree	LUFA	907.88	9.41 10		16240.52635	
LUFA Employee #320	LUFA Retiree	LUFA	725.06	9.41 10		16240.52635	
LUFA Employee #321	LUFA Retiree	LUFA	658.89	9.41 10		16240.52635	
LUFA Employee #322	LUFA Retiree	LUFA	595.16	9.41 10		16240.52635	
LUFA Employee #323	LUFA Retiree	LUFA	2,420.30	9.41 10		15919.57307	
LUFA Employee #324	LUFA Retiree	LUFA	3,002.62	320.14 10		15318.93411	
LUFA Employee #325	LUFA Retiree	LUFA	892.24	9.41 10		15047.34258	
LUFA Employee #326	LUFA Retiree	LUFA	254.24	3.6 10		15047.34258	
LUFA Employee #327	LUFA Retiree	LUFA	689.60	3.6 10		16240.52635	
LUFA Employee #328	LUFA Retiree	LUFA	396.96	0 10		15047.34258	
LUFA Employee #329	LUFA Retiree	LUFA	472.52	9.41 10		15047.34258	
LUFA Employee #330	LUFA Retiree	LUFA	1,099.88	9.41 10		17407.3224	
LUFA Employee #331	LUFA Retiree	LUFA	595.16	9.41 10		15047.34258	
LUFA Employee #332	LUFA Retiree	LUFA	1,781.42	3.6 10		14704.71138	
LUFA Employee #333	LUFA Retiree	LUFA	1,271.12	3.6 10		14704.71138	
LUFA Employee #334	LUFA Retiree	LUFA	1,984.39	9.41 10		14076.59768	
LUFA Employee #335	LUFA Retiree	LUFA	298.64	3.6 10		13827.17432	
LUFA Employee #336	LUFA Retiree	LUFA	472.52	9.41 10		13827.17432	
LUFA Employee #337	LUFA Retiree	LUFA	472.52	9.41 10		13827.17432	
LUFA Employee #338	LUFA Retiree	LUFA	487.60	9.41 10		13827.17432	
LUFA Employee #339	LUFA Retiree	LUFA	472.52	9.41 10		13827.17432	
LUFA Employee #340	LUFA Retiree	LUFA	472.52	9.41 10		13827.17432	
LUFA Employee #341	LUFA Retiree	LUFA	136.36	-0.64 10		13827.17432	
LUFA Employee #342	LUFA Retiree	LUFA	467.22	9.41 10		13827.17432	
LUFA Employee #343	LUFA Retiree	LUFA	472.52	9.41 10		13827.17432	
LUFA Employee #344	LUFA Retiree	LUFA	352.52	9.41 10		13827.17432	
LUFA Employee #345	LUFA Retiree	LUFA	340.58	9.41 10		13827.17432	
LUFA Employee #346	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #347	LUFA Retiree	LUFA	2,297.30	7.53 10		13434.27884	
LUFA Employee #348	LUFA Retiree	LUFA	134.24	3.6 10		12777.43363	
LUFA Employee #349	LUFA Retiree	LUFA	1,700.17	1.89 10		12777.43363	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	Notes
LUFA Employee #350	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #351	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #352	LUFA Retiree	LUFA	268.19	9.41 10		12579.4113	
LUFA Employee #353	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #354	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #355	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #356	LUFA Retiree	LUFA	352.52	9.41 10		12579.4113	
LUFA Employee #357	LUFA Retiree	LUFA	1,948.01	9.41 10		12105.7335	
LUFA Employee #358	LUFA Retiree	LUFA	1,099.88	9.41 10		11418.84252	
LUFA Employee #359	LUFA Retiree	LUFA	2,965.49	228.24 10		16506.92866	
LUFA Employee #360	LUFA Retiree	LUFA	1,557.84	3.6 10		11418.84252	
LUFA Employee #361	LUFA Retiree	LUFA	881.60	3.6 10		11418.84252	
LUFA Employee #362	LUFA Retiree	LUFA	107.00	3.6 10		11303.42945	
LUFA Employee #363	LUFA Retiree	LUFA	280.88	9.41 10		11303.42945	
LUFA Employee #364	LUFA Retiree	LUFA	280.88	9.41 10		11303.42945	
LUFA Employee #365	LUFA Retiree	LUFA	280.88	9.41 10		11303.42945	
LUFA Employee #366	LUFA Retiree	LUFA	280.88	9.41 10		11303.42945	
LUFA Employee #367	LUFA Retiree	LUFA	210.56	9.41 10		11303.42945	
LUFA Employee #368	LUFA Retiree	LUFA	978.02	3.6 10		10716.41713	
LUFA Employee #369	LUFA Retiree	LUFA	210.56	9.41 10		9998.590586	
LUFA Employee #370	LUFA Retiree	LUFA	210.56	9.41 10		9998.590586	
LUFA Employee #371	LUFA Retiree	LUFA	210.56	9.41 10		9998.590586	
LUFA Employee #372	LUFA Retiree	LUFA	423.26	3.6 10		9998.106012	
LUFA Employee #373	LUFA Retiree	LUFA	2,715.48	224.64 10		26813.19938	
LUFA Employee #374	LUFA Retiree	LUFA	595.16	9.41 10		9263.549904	
LUFA Employee #375	LUFA Retiree	LUFA	142.28	9.41 26		8664.242094	
LUFA Employee #376	LUFA Retiree	LUFA	254.24	3.6 10		8512.381416	
LUFA Employee #377	LUFA Retiree	LUFA	315.52	9.41 10		8512.381416	
LUFA Employee #378	LUFA Retiree	LUFA	352.52	9.41 10		7744.22485	
LUFA Employee #379	LUFA Retiree	LUFA	352.52	9.41 10		7744.22485	
LUFA Employee #380	LUFA Retiree	LUFA	75.56	9.41 10		7299.716596	
LUFA Employee #381	LUFA Retiree	LUFA	75.56	9.41 26		7299.716596	
LUFA Employee #382	LUFA Retiree	LUFA	10.60	0 10		7299.716596	
LUFA Employee #383	LUFA Retiree	LUFA	75.56	9.41 26		7299.716596	
LUFA Employee #384	LUFA Retiree	LUFA	280.88	9.41 10		6958.696012	
LUFA Employee #385	LUFA Retiree	LUFA	-	0	#N/A	6958.696012	
LUFA Employee #386	LUFA Retiree	LUFA	352.52	9.41 10		6155.402018	
LUFA Employee #387	LUFA Retiree	LUFA	10.60	0 10		5904.331622	
LUFA Employee #388	LUFA Retiree	LUFA	10.60	0 10		5904.331622	

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	Notes
LUFA Employee #389	LUFA Retiree	LUFA	10.60	0 10		5904.331622	
LUFA Employee #390	LUFA Retiree	LUFA	-	0	#N/A	5904.331622	
LUFA Employee #391	LUFA Retiree	LUFA	10.60	0 26		5904.331622	
LUFA Employee #392	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #393	LUFA Retiree	LUFA	28.76	3.6 26		4493.902403	
LUFA Employee #394	LUFA Retiree	LUFA	75.56	9.41 26		4493.902403	
LUFA Employee #395	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #396	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #397	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #398	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #399	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #400	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #401	LUFA Retiree	LUFA	-	0	#N/A	4477.389269	
LUFA Employee #402	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #403	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #404	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #405	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #406	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #407	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #408	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #409	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #410	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #411	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #412	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #413	LUFA Retiree	LUFA	-	0	#N/A	2756.401585	
LUFA Employee #414	LUFA Retiree	LUFA	-	0	#N/A	1525.961538	
LUFA Employee #415	LUFA Retiree	LUFA	-	0	#N/A	1525.961538	
LUFA Employee #416	LUFA Retiree	LUFA	-	0	#N/A	1525.961538	
LUFA Employee #417	LUFA Retiree	LUFA	-	0	#N/A	1525.961538	
LUFA Employee #418	LUFA Terminated	LUFA	3,283.50	329.55 10		29550.68819	
LUFA Employee #419	LUFA Terminated	LUFA	151.66	151.66 10		0	
LUFA Employee #420	LUFA Terminated	LUFA	969.82	320.14 15		0 Also contributed as Dean	
LUFA Employee #421	LUFA Terminated	LUFA	2,984.71	320.14 10		0	
LUFA Employee #422	LUFA Terminated	LUFA	3,272.90	329.55 10		32926.36673	
LUFA Employee #423	LUFA Terminated	LUFA	3,065.03	323.74 10		22170.69001	
LUFA Employee #424	LUFA Terminated	LUFA	2,920.98	320.14 10		34504.28802	
LUFA Employee #425	LUFA Terminated	LUFA	3,032.77	320.14 10		37456.0869	
LUFA Employee #426	LUFA Terminated	LUFA	3,049.19	322.98 10		36013.18838	
LUFA Employee #427	LUFA Terminated	LUFA	3,072.94	320.14 10		36742.70441	

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #428	LUFA Terminated	LUFA	2,688.34	320.14 10		0	
LUFA Employee #429	LUFA Terminated	LUFA	2,930.98	320.14 10		34504.28802	
LUFA Employee #430	LUFA Terminated	LUFA	3,061.22	320.14 10		37456.0869	
LUFA Employee #431	LUFA Terminated	LUFA	3,141.22	320.14 10		37456.0869	
LUFA Employee #432	LUFA Terminated	LUFA	3,090.01	320.14 10		35267.17396	
LUFA Employee #433	LUFA Terminated	LUFA	2,870.98	320.14 10		32926.36673	
LUFA Employee #434	LUFA Terminated	LUFA	2,996.65	320.14 10		36013.18838	
LUFA Employee #435	LUFA Terminated	LUFA	2,810.98	320.14 10		35267.17396	
LUFA Employee #436	LUFA Terminated	LUFA	2,997.81	320.14 10		32110.54218	
LUFA Employee #437	LUFA Terminated	LUFA	3,283.50	329.55 10		32110.54218	
LUFA Employee #438	LUFA Terminated	LUFA	2,958.22	320.14 10		36013.18838	
LUFA Employee #439	LUFA Terminated	LUFA	3,283.50	329.55 10		18548.31431	
LUFA Employee #440	LUFA Terminated	LUFA	1,004.92	320.14 10		0	
LUFA Employee #441	LUFA Terminated	LUFA	3,219.28	329.55 10		25859.12227	
LUFA Employee #442	LUFA Terminated	LUFA	2,930.98	320.14 10		0	
LUFA Employee #443	LUFA Terminated	LUFA	2,880.98	320.14 10		35267.17396	
LUFA Employee #444	LUFA Terminated	LUFA	2,810.98	320.14 10		0	
LUFA Employee #445	LUFA Terminated	LUFA	2,759.48	320.14 10		0	
LUFA Employee #446	LUFA Terminated	LUFA	2,969.32	320.14 10		0	
LUFA Employee #447	LUFA Terminated	LUFA	1,387.18	320.14 10		0	
LUFA Employee #448	LUFA Terminated	LUFA	2,870.98	320.14 10		0	
LUFA Employee #449	LUFA Terminated	LUFA	2,519.80	320.14 10		37456.0869	
LUFA Employee #450	LUFA Terminated	LUFA	2,955.95	320.14 10		0	
LUFA Employee #451	LUFA Terminated	LUFA	2,828.84	320.14 10		0	
LUFA Employee #452	LUFA Terminated	LUFA	2,800.79	320.14 10		0	
LUFA Employee #453	LUFA Terminated	LUFA	2,810.98	320.14 10		0	
LUFA Employee #454	LUFA Terminated	LUFA	2,810.79	320.14 10		0	
LUFA Employee #455	LUFA Terminated	LUFA	2,667.50	320.14 10		0	
LUFA Employee #456	LUFA Terminated	LUFA	2,739.69	320.14 10		0	
LUFA Employee #457	LUFA Terminated	LUFA	2,688.34	320.14 10		0	
LUFA Employee #458	LUFA Terminated	LUFA	2,667.50	320.14 10		0	
LUFA Employee #459	LUFA Terminated	LUFA	2,429.82	320.14 10		0	
LUFA Employee #460	LUFA Terminated	LUFA	1,990.59	320.14 10		0	
LUFA Employee #461	LUFA Terminated	LUFA	2,375.62	320.14 10		0	
LUFA Employee #462	LUFA Terminated	LUFA	2,277.15	320.14 10		0	
LUFA Employee #463	LUFA Terminated	LUFA	2,375.62	320.14 10		0	
LUFA Employee #464	LUFA Terminated	LUFA	2,563.30	320.14 10		0	
LUFA Employee #465	LUFA Terminated	LUFA	1,439.83	320.14 10		0	
LUFA Employee #466	LUFA Terminated	LUFA	3,283.50	329.55 10		31276.26733	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #467	LUFA Terminated	LUFA	2,233.38	320.14 10		0	
LUFA Employee #468	LUFA Terminated	LUFA	2,263.43	320.14 10		0	
LUFA Employee #469	LUFA Terminated	LUFA	3,283.50	329.55 10		19664.07274	
LUFA Employee #470	LUFA Terminated	LUFA	1,387.18	320.14 10		0	
LUFA Employee #471	LUFA Terminated	LUFA	2,954.86	320.14 10		31276.26733	
LUFA Employee #472	LUFA Terminated	LUFA	934.28	320.14 10		0	
LUFA Employee #473	LUFA Terminated	LUFA	1,591.78	320.14 10		0	
LUFA Employee #474	LUFA Terminated	LUFA	969.82	320.14 10		0	
LUFA Employee #475	LUFA Terminated	LUFA	3,283.50	329.55 10		31276.26733	
LUFA Employee #476	LUFA Terminated	LUFA	749.08	282.7 10		0	
LUFA Employee #477	LUFA Terminated	LUFA	1,311.06	320.14 10		0	
LUFA Employee #478	LUFA Terminated	LUFA	3,283.50	329.55 10		27746.1767	
LUFA Employee #479	LUFA Terminated	LUFA	1,574.73	320.14 10		0	
LUFA Employee #480	LUFA Terminated	LUFA	2,325.90	329.55 10		26813.19938	
LUFA Employee #481	LUFA Terminated	LUFA	952.05	320.14 10		0	
LUFA Employee #482	LUFA Terminated	LUFA	3,283.50	329.55 10		18548.31431	
LUFA Employee #483	LUFA Terminated	LUFA	3,298.58	329.55 10		19664.07274	
LUFA Employee #484	LUFA Terminated	LUFA	720.50	320.14 10		0	
LUFA Employee #485	LUFA Terminated	LUFA	1,162.87	320.14 10		0	
LUFA Employee #486	LUFA Terminated	LUFA	3,065.03	323.74 10		13434.27884	
LUFA Employee #487	LUFA Terminated	LUFA	3,283.50	329.55 10		28658.52087	
LUFA Employee #488	LUFA Terminated	LUFA	3,002.62	320.14 10		32926.36673	
LUFA Employee #489	LUFA Terminated	LUFA	969.82	320.14 10		0	
LUFA Employee #490	LUFA Terminated	LUFA	3,283.50	329.55 10		17407.3224	
LUFA Employee #491	LUFA Terminated	LUFA	3,283.50	329.55 10		26813.19938	
LUFA Employee #492	LUFA Terminated	LUFA	3,283.50	329.55 10		22865.46624	
LUFA Employee #493	LUFA Terminated	LUFA	3,283.50	329.55 10		20755.15575	
LUFA Employee #494	LUFA Terminated	LUFA	3,283.50	329.55 10		21822.10903	
LUFA Employee #495	LUFA Terminated	LUFA	207.82	207.82 10		0	
LUFA Employee #496	LUFA Terminated	LUFA	3,266.85	330.26 10		24883.4682	
LUFA Employee #497	LUFA Terminated	LUFA	3,283.50	329.55 10		16240.52635	
LUFA Employee #498	LUFA Terminated	LUFA	2,870.79	320.14 10		19254.51366	
LUFA Employee #499	LUFA Terminated	LUFA	3,065.03	323.74 10		18192.20061	
LUFA Employee #500	LUFA Terminated	LUFA	3,174.30	323.74 10		28658.52087	
LUFA Employee #501	LUFA Terminated	LUFA	3,283.50	329.55 10		28658.52087	
LUFA Employee #502	LUFA Terminated	LUFA	3,283.50	329.55 10		25859.12227	
LUFA Employee #503	LUFA Terminated	LUFA	3,283.50	329.55 10		30423.1249	
LUFA Employee #504	LUFA Terminated	LUFA	3,283.50	329.55 10		20755.15575	
LUFA Employee #505	LUFA Terminated	LUFA	3,283.50	329.55 10		22865.46624	

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Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of ER				Notes
			Summary of EE RHBP Contributions	RHBP Contributions	Employee Group Per RHBP Report	RHBP Claim	
LUFA Employee #506	LUFA Terminated	LUFA	3,283.50	329.55 10		24883.4682	
LUFA Employee #507	LUFA Terminated	LUFA	3,283.50	329.55 10		21822.10903	
LUFA Employee #508	LUFA Terminated	LUFA	3,283.50	329.55 10		25859.12227	
LUFA Employee #509	LUFA Terminated	LUFA	3,056.87	323.74 10		17081.29467	
LUFA Employee #510	LUFA Terminated	LUFA	3,072.94	320.14 10		18729.29617	
LUFA Employee #511	LUFA Terminated	LUFA	3,283.50	329.55 10		20755.15575	
LUFA Employee #512	LUFA Terminated	LUFA	3,283.31	329.55 10		9998.106012	
LUFA Employee #513	LUFA Terminated	LUFA	3,065.03	323.74 10		15919.57307	
LUFA Employee #514	LUFA Terminated	LUFA	3,283.68	329.55 10		13434.27884	
LUFA Employee #515	LUFA Terminated	LUFA	3,283.50	329.55 10		19664.07274	
LUFA Employee #516	LUFA Terminated	LUFA	3,065.03	323.74 10		22865.46624	
LUFA Employee #517	LUFA Terminated	LUFA	3,283.50	329.55 10		15047.34258	
LUFA Employee #518	LUFA Terminated	LUFA	376.30	338.86 10		0	
LUFA Employee #519	LUFA Terminated	LUFA	207.82	207.82 10		0	
LUFA Employee #520	LUFA Terminated	LUFA	2,930.98	320.14 10		22865.46624	
LUFA Employee #521	LUFA Terminated	LUFA	2,951.41	320.14 10		17407.3224	
LUFA Employee #522	LUFA Terminated	LUFA	320.14	320.14 10		0	
LUFA Employee #523	LUFA Terminated	LUFA	2,800.80	22.32 10		36742.70441	
LUFA Employee #524	LUFA Terminated	LUFA	3,283.50	329.55 10		31276.26733	
LUFA Employee #525	LUFA Terminated	LUFA	3,244.88	327.67 10		28658.52087	
LUFA Employee #526	LUFA Terminated	LUFA	3,283.50	329.55 10		29550.68819	
LUFA Employee #527	LUFA Terminated	LUFA	2,915.34	320.14 10		26813.19938	
LUFA Employee #528	LUFA Terminated	LUFA	3,191.90	323.74 10		27746.1767	
LUFA Employee #529	LUFA Terminated	LUFA	1,188.30	224.64 10		0	
LUFA Employee #530	LUFA Terminated	LUFA	3,037.78	320.14 10		0	

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Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

156

256,974.05

34,431.01

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHBP Contributions	RHBP Contributions	Summary of ER	Employee	Group Per Report	RHBP Claim	Notes
					RHBP	Contributions			

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHBP Contributions	Summary of ER RHBP Contributions		Employee Group Per Report	RHBP Claim	Notes
				RHBP	Employee			

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHBP Contributions	Summary of ER Employee		Group Per Report	RHBP Claim	Notes
				RHBP	Contributions			

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Colleague ID	CCAA Claims	Union/Pay	Summary of EE RHBP	Summary of ER	Employee	Group Per	RHBP Claim	Notes
	Grouping	Class Group	Contributions	RHBP	Contributions			

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHBP Contributions	Summary of ER RHBP Contributions	Employee Group Per Report	RHBP Claim	Notes
XXXXXXXXXX							

Listing of LUAPS employees as of CCAA who contributed or Retirees with RHBP Claim

Colleague ID	CCAA Claims	Union/Pay	Summary of EE RHBP	Summary of ER	Employee	Group Per	RHBP Claim	Notes
	Grouping	Class Group	Contributions	RHBP	Contributions			

Listing of Other employees as of CCAA who contributed or Retirees with RHSP Claim

Listing of Other employees as of CCAA who contributed or Retirees with RHSP Claim

35

39,815.95

5,396.03

Colleague ID	CCAA Claims Grouping	Union/Pay Class Group	Summary of EE RHSP	Summary of ER RHSP	Employee Group Per Report	RHSP Claim	Notes
			Contributions	Contributions	Report		

Pay Class #	Employee Group
10	LUFA
15	Deans
20	LUAPSA monthly
22	LUAPSA bi-weekly
31	Huntington University
32	Thorneloe University
33	University of Sudbury
40	Executives
41	Administrative Senior Leaders
55	LUSU
60	LUSU Maintenance and Printing
65	LUSU Guards
70	LUSU Operations
80	LU Grants monthly
81	SNOLAB monthly
91	SNOLAB biweekly
97	LU Grants biweekly
83M	MIRARCO monthly

This is Exhibit "I" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025

A handwritten signature in black ink, appearing to read "Brendan Scott".

Commissioner for Taking Affidavits (or as may be)

PLAN OF DISTRIBUTION

RE: Settlement of LUFA and LUSU RHBP Claims against Laurentian's Officers and Directors

1. The Laurentian University Faculty Association (“LUFA”) and the Laurentian University Staff Union (“LUSU”) have commenced a representative action with respect to alleged knowing assistance of breach of trust and fraudulent and/or negligence misrepresentation by certain former directors and officers (the “Defendants”) of the Laurentian University of Sudbury (“Laurentian”) arising out of the loss of Laurentian’s Retiree Health Benefits Plan (“RHBP”).
2. The RHBP was a benefit plan that provided eligible members of LUFA and LUSU, amongst others, with an annual reimbursement for out-of-pocket medical expenses and/or private health insurance premiums.
3. The representative action applies to current or former members of LUFA who are/were:
 - a. 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);
 - b. 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);
 - c. 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 (including the estates of such members); and
 - d. 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) (collectively, the “**LUFA Members**”).
4. The representative action applies to current or former member LUSU who are/were:
 - a. former LUSU members who retired while members of LUSU and were receiving benefits from the RHBP as of February 1, 2021 (including the estates of such LUSU retirees);
 - b. 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

- c. current and former LUSU members who were LUSU members as of February 1, 2021 and who had contributed to the RHPB at any time prior to that date (including the estates of such LUSU members) (collectively, the “**LUSU Members**”).
- 5. The parties to the action have reached a settlement agreement pursuant to which the Defendants have agreed to pay the all-inclusive sum of \$3,000,000 (the “**Settlement Funds**”) in full and final satisfaction of all claims advanced by LUFA and LUSU in the representative action (the “**Settlement**”).
- 6. Of the Settlement Funds, \$150,000 for each of LUFA and LUSU has been ear-marked to pay for the administration of the Settlement, leaving \$2,700,000 for distribution to the LUFA Members and LUSU Members (the “**Distribution Proceeds**”).
- 7. Upon payment by the Defendants of the \$3,000,000 to LUFA and LUSU, the claims advanced by the two unions in the representative action will be extinguished.
- 8. LUFA and LUSU will distribute the Distribution Proceeds according to the following Plan of Distribution:
 - a. the Distribution Proceeds will be allocated as follows as between the two unions for distribution to their eligible members: LUFA will receive \$2,008,530.00 and LUSU will receive \$691,470;
 - b. within 60 days of final Court approval of the Settlement, in the absence of any appeal of the Court order approving the Settlement, the Distribution Proceeds will be distributed to the LUFA Members and the LUSU Members on a *pro rata* basis according to each of their respective total contributions to the RHPB;
 - i. LUFA Members and LUSU Members shall not be required to submit any form or apply to participate in the Distribution Proceeds. Instead, LUFA and LUSU will use the contact information in their possession and the RHPB contribution data received from the Monitor to calculate each individual’s relative share;
 - ii. the distribution of the Distribution Proceeds to the LUFA Members and the LUSU Members shall be administered by counsel for each of the two unions at Goldblatt Partners LLP and Wright Henry LLP, respectively (“*Class Counsel*”);
 - iii. LUFA Members and LUSU Members will be provided with a cheque or electronic funds transfer representing their respective *pro rata* share of the Distribution Proceeds calculated by Class Counsel;
 - iv. The estates of deceased LUSU and LUFA Members may receive the deceased member’s *pro rata* share of the Distribution Proceeds by

submitting contact information and proof of death to Class Counsel within two years of final Court approval of the Settlement.

- v. Class Counsel have the sole discretion to calculate and decide upon the LUFA Members' and LUSU Members' individual entitlements under this Plan of Distribution, which discretion shall not be subject to review or appeal;
- vi. Class Counsel maintain a residual discretion to administer the Settlement and the distribution of the Distribution Proceeds in a reasonable and fair manner, which may include, amongst other things: (a) the ability to hold back such funds from distribution of the Distribution Proceeds to provide for distribution to any as-yet unidentified, eligible LUFA Members or LUSU Members; (b) the ability to approve any reasonable modification of this Plan of Distribution in the event that they have a reasonable and material concern(s) that the Plan of Distribution is producing an unjust result on the whole or to any material segment of the eligible LUFA Members and/or LUSU Members.

9. All personal information with respect to LUFA Members and LUSU Members collected by Class Counsel pursuant to the *Personal Information Protection and Electronic Documents Act* for the purpose of administering this Settlement.

10. If the Distribution Proceeds have not been fully distributed within two years of the final Court approval of the Settlement, the parties may seek further direction or orders from the Court.

This is Exhibit "J" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025



Commissioner for Taking Affidavits (or as may be)

A Settlement May Affect Your Rights. Read this Notice Carefully

This notice is a summary. For more information about the representative action, please download the Long-Form Notice at <https://www.lusu-seul.ca/general-8>.

This is a notice about a representative action and settlement with respect to the Retiree Health Benefits Plan (“**RHBP**”) of the Laurentian University of Sudbury (“**Laurentian**” or the “**University**”).

The proposed representative plaintiffs, Fabrice Colin and Tom Fenske, are commencing a representative action against the following Defendants: Floyd Laughren, Michael Atkins, Jennifer Witty, Claude Lacroix, Dominic Giroux, Pierre Zundel, Carol McCaulay, Lorella Hayes, Ian Wood, John Pollesel, Judith Woodsworth and Robert Haché (the “**Defendants**”).

The representative action is being brought on behalf of current or former members of the Laurentian University Faculty Association (“**LUFA**”) and the Laurentian University Staff Union (“**LUSU**”) who:

1. retired while a member of LUSU or LUFA and were receiving benefits from the RHBP as of February 1, 2021 (including the estates of such LUFA and LUSU retirees);
2. were a LUSU or LUFA member as of February 1, 2021 and were eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUFA and LUSU members);
3. were a dues-paying member of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021, including the estates of such LUFA members;
4. were a LUSU or LUFA member as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUFA and LUSU members); (collectively, the “**Settlement Class**” or the “**Settlement Class Members**”).

LUSU and LUFA have reached a settlement agreement with the Defendants. The settlement agreement is a compromise of disputed claims. The Defendants do not admit any wrongdoing or liability. If the Ontario Superior Court of Justice (the “**Court**”) approves the settlement agreement, it will settle, extinguish and bar the Settlement Class’s claims arising from the Defendants’ alleged involvement in the misuse and/or depletion of RHBP funds (the “**D&O Claims**”).

What are the settlement benefits?

A settlement agreement has been reached with the Defendants, pursuant to which the Defendants have agreed to pay CAD \$3,000,000 (the “**Settlement Funds**”). The settlement agreement is a compromise of disputed claims and the Defendants do not admit any wrongdoing or liability. The settlement agreement, if approved, will settle, extinguish, and bar all claims arising out of the representative action against the Defendants.

Within 60 days of the Court Order approving the settlement becoming a Final Order, the Settlement Funds will be distributed to each of the members of the Settlement Class thereafter pursuant to the Plan of Distribution (defined below). “**Final Order**” means an order approving the settlement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, or proposed appeal, such as the delivery of a notice of appeal or application for leave to appeal.

“**Plan of Distribution**” means the Court-approved process for distributing the Settlement Funds to eligible LUSU and LUFA Settlement Class Members on a pro-rata basis according to each Settlement Class Member’s respective RHBP contribution.

What is this case about?

The representative action alleges that the Defendants committed knowing assistance of breach of trust and fraudulent and/or negligent misrepresentations in relation to the RHBP. In particular, the action alleges that the Defendants sanctioned and/or participated in the misappropriation of RHBP funds and made misrepresentations to LUSU and LUFA members with respect to the RHBP. These allegations have not been proven in Court, and the Defendants have denied any wrongdoing or liability.

Are you included?

You are included in the lawsuit if:

1. You are a former member of LUSU who retired while a member of LUSU and were receiving benefits from the RHBP as of February 1, 2021 (including the estates of such LUSU retirees);
2. You are a current or former LUSU member as of February 1, 2021 and were eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUSU members); or
3. You are a current or former LUSU member who was a LUSU member as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUSU members) (the “**LUSU Members**”).

You are also included in the lawsuit if:

1. You are a former member of LUFA who retired while a member of LUFA and were receiving RHBP benefits as of February 1, 2021 (including the estates of such LUFA retirees);

2. You are a current or former LUFA member as of February 1, 2021 and were eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUFA members);
3. You were a dues-paying member of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021 (including the estates of such LUFA members); or
4. You are a current or former LUFA member who was a LUFA member as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUFA) (the “**LUFA Members**”).

Who are the lawyers who represent the Settlement Class?

The law firm of Wright Henry LLP represents the LUSU Members; the law firm of Goldblatt Partners LLP represents the LUFA Members (collectively, “**Class Counsel**”).

Class Counsel will be paid out of the Settlement Funds in the event the settlement agreement is approved.

Hearing to Approve Representative Action, Settlement Agreement and Counsel Fees

A hearing will be held during which Class Counsel will ask the Court to grant the representation orders and approve the settlement, Plan of Distribution, legal fees and disbursements.

The hearing before the Ontario Superior Court of Justice will be held on December 17, 2025 at 10 am (ET) by videoconference.

The Court will determine whether the Settlement Agreement is fair, reasonable and in the best interest of the Settlement Class. At the hearing, Class Counsel will also seek Court approval of its request for fees of \$300,000 (inclusive of disbursements and tax). Class Counsel will be requesting the fees and disbursements to be deducted directly from the Settlement Funds.

All members of the proposed Settlement Class may attend the hearing and ask to make submissions regarding the proposed settlement. Persons intending to object to the Settlement Agreement should provide their objection in writing to Class Counsel at the address below by December 10, 2025.

What are your options?

Do Nothing: You do not have to do anything to stay in the representative action. If any benefits, including any Settlement Funds, become available for distribution to the Class, you will receive

your share pursuant to the Plan of Distribution. If the Settlement Agreement is approved, you will be notified about how you will receive your share of the Settlement Funds.

In the case of deceased Settlement Class Members, their estates may receive the deceased Settlement Class Member's pro-rata share of the distribution by providing contact information and proof of death to Class Counsel as follows:

- for the estates of LUSU Members, email info@WrightHenry.ca; and
- for the estates of LUFA Members, email laurentiansettlement@goldblattpartners.com.

You will be legally bound by all orders and judgments of the Court, and you will not be able to sue the Defendants about the legal claims in these cases.

Please note that you do not need to do anything at this time in order to receive your share of the Settlement Funds. After the Settlement Agreement is approved, the Unions will contact Settlement Class Members directly via email to confirm their contact information and coordinate payment. You do not need to submit a claim in order to receive your share of the Settlement Funds.

Object to the Settlement Agreement or Counsel Fees: If you want to object to the proposed representative action, Settlement Agreement, or the payment of Class Counsel's fees, you should do so by setting out your objection in writing in an email sent by December 10, 2025 to:

- for LUSU Members, email info@WrightHenry.ca; and
- for LUFA Members, email laurentiansettlement@goldblattpartners.com

Note that there is no option to opt-out of this proceeding. See the Long-Form Notice at <https://www.lusu-seul.ca/general-8> for more information.

More Information? Go to the following webpage <https://www.lusu-seul.ca/general-8> or:

- LUSU Members can write to LUSU at lusustaff@gmail.com; and
- LUFA Members can write to LUFA at laurentiansettlement@goldblattpartners.com

Interpretation: If there is a conflict between the provisions of this notice and the settlement agreement, the terms of the settlement agreement will prevail.

1405-9299-6121, v. 1

This is Exhibit "K" referred to in the Affidavit of Brendan Scott
affirmed October 17, 2025



Commissioner for Taking Affidavits (or as may be)

To all persons who are:

1. *former members of the Laurentian University Staff Union (“LUSU”) who retired while members of LUSU and were receiving benefits from the Laurentian University of Sudbury’s Retiree Health Benefits Plan (“RHBP”) as of February 1, 2021 (including the estates of such LUSU retirees);*
2. *current and former LUSU members as of February 1, 2021 who were LUSU members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUSU members);*
3. *current and former LUSU members who were LUSU members as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUSU members).*

And to all persons who are:

1. *former members of the Laurentian University Faculty Association (“LUFA”) who retired while members of LUFA and were receiving RHBP benefits as of February 1, 2021 (including the estates of such retirees);*
2. *current and former LUFA members as of February 1, 2021 who were LUFA members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such members);*
3. *current and former LUFA members who were dues-paying members of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021 (including the estates of such members); or*
4. *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).*

Notice of Representative Action and Settlement

RE: Laurentian University of Sudbury’s Retiree Health Benefits Plan

Read this notice carefully. Your rights may be affected.

- You could be affected by a proposed representative action with respect to alleged knowing assistance of breach of trust and fraudulent and/or negligent misrepresentation by certain former directors and officers of the Laurentian University of Sudbury (“**Laurentian**” or the “**University**”) with respect to the University’s Retiree Health Benefits Plan (“**RHBP**”). The RHBP was a benefit plan that provided eligible University retirees with an annual

reimbursement for out-of-pocket medical expenses and/or private health insurance premiums.

- The proposed representative action applies to you if you are a current or former member of the Laurentian University Staff Union (“LUSU”) or the Laurentian University Faculty Association (“LUFA”) and you:
 - a. retired while a member of LUSU or LUFA and were receiving benefits from the RHPB as of February 1, 2021 (including the estates of such LUFA and LUSU retirees);
 - b. were a LUSU or LUFA member as of February 1, 2021 and were eligible to claim RHPB benefits as of February 1, 2021 (including the estates of such LUFA and LUSU members);
 - c. were a dues-paying member of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021 (including the estates of such LUFA members); or
 - d. were a LUSU or LUFA member as of February 1, 2021 and had contributed to the RHPB at any time prior to that date (including the estates of such LUFA and LUSU members) (collectively the “**Settlement Class**” or “**Settlement Class Members**”).
- On February 1, 2021, the University commenced proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the “**CCAA**”). The RHPB was eliminated during the CCAA proceedings. In July 2021, LUSU and LUFA each submitted Proofs of Claim on behalf of their current and former members claiming, among other things, damages against certain directors and officers of the University arising from their alleged involvement in the misuse and/or depletion of RHPB funds (the “**D&O Claims**”). The D&O Claims were not resolved or compromised in the CCAA process. However, only persons or entities that submitted Proofs of Claim during the CCAA proceeding have the right to make claims against directors and officers of Laurentian in connection with the misuse and/or depletion of RHPB funds.
- The Amended Plan of Arrangement dated September 9, 2022 (the “**CCAA Plan**”) granted LUSU and LUFA the right to assert the D&O Claims following the implementation of the Plan, including by way of a representative action.
- Following the implementation of the Plan, LUSU and LUFA engaged in extensive pre-litigation negotiations with respect to the D&O Claims.

- LUSU and LUFA have reached a settlement agreement with the following former directors and/or officers of Laurentian: Floyd Laughren, Michael Atkins, Jennifer Witty, Claude Lacroix, Dominic Giroux, Pierre Zundel, Carol McCaulay, Lorella Hayes, Ian Wood, John Pollesel, Judith Woodsworth and Robert Haché (the “**Defendants**”).
- The settlement agreement is a compromise of disputed claims. The Defendants do not admit any wrongdoing or liability. If the Ontario Superior Court of Justice (the “**Court**”) approves the settlement agreement, the Settlement Class’s D&O claims against the Defendants will be extinguished.
- If the Court approves the settlement agreement in the form presented to it:
 - the Defendants have agreed to pay \$3,000,000 to settle the D&O Claims (the “**Settlement Funds**”); and
 - the Representative Plaintiffs (defined below) will execute a full and final release in favour of the Defendants and their insurers.
- Within 60 days of final Court approval of the settlement becoming a Final Order (defined below), the Settlement Funds will be distributed to Settlement Class Members on a pro-rata basis according to each Settlement Class Member’s respective RHBP contributions pursuant to a Court-approved plan of distribution (“**Plan of Distribution**”).
- A hearing will be held during which counsel for the Plaintiffs will seek the Court’s approval of the representative action and approval of the settlement, distribution of funds, and counsel’s fees.

YOUR OPTIONS	
Do Nothing:	<p>You do not have to do anything at this time to stay in the representative action or to be eligible to receive settlement funds.</p> <p><u>You do not need to do anything at this time in order to receive your share of the settlement funds. If the settlement is approved, LUSU or LUFA will contact eligible members directly via email to confirm their contact information and coordinate payment. You do not need to submit a claim in order to receive your share of the settlement funds.</u></p>
Object:	If you want to object to the proposed representative action, settlement, distribution of funds, or counsel’s fee request, you should do so by

	<p>setting out your objection in writing addressed to counsel for LUSU and LUFA by December 10, 2025.</p> <p>You can also attend the hearing. See below for more information.</p>
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What This Notice Contains

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BASIC INFORMATION

1. Why was this notice issued?

This notice was issued to advise Settlement Class Members that LUSU and LUFA are seeking a Court order authorizing a representative action and approving a settlement that has been reached with the Defendants.

If approved, the settlement will resolve the litigation in its entirety. This notice explains the representative action, the settlement and your rights in respect of the settlement.

2. What is a representative action?

A representative action is a proceeding in which one or more people called “representative plaintiffs” sue on behalf of people who have similar claims. A representative action is similar to a class action under the *Class Proceedings Act* and may be brought by a trade union on behalf of its members in certain circumstances.

All of the people with similar claims are called the “class” or “class members”. The Court resolves the issues for all class members.

3. What is this proceeding about?

The Representative Plaintiffs (defined below) are commencing an action against the Defendants alleging that the Defendants committed knowing assistance of breach of trust and fraudulent and/or negligent misrepresentations in relation to the Laurentian University of Sudbury’s Retiree Health Benefits Plan (the “**RHBP**”). This representative action will be referred to as the “**Proceeding**”. The Proceeding alleges that the Defendants sanctioned and/or participated in the misappropriation of RHBP funds and made misrepresentations to LUSU and LUFA members with respect to the RHBP. These allegations have not been proven in Court, and the Defendants have denied any wrongdoing or liability.

In the Proceeding, the Representative Plaintiffs (defined below) are seeking money for certain LUSU and LUFA members who participated in or contributed to the RHBP. They are also asking for lawyers’ fees and costs.

4. Who are the parties to this proceeding?

In the Proceeding, Fabrice Colin is seeking an order appointing him as the Representative Plaintiff on behalf of the following Settlement Class Members:

- 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);

- current and former LUFA members as of February 1, 2021 who were LUFA members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such members);
- current and former LUFA members who were dues-paying members of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021 (including the estates of such members); or
- 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) (the “**LUFA Members**”).

Tom Fenske is also seeking an order appointing him as the Representative Plaintiff on behalf of the following Settlement Class Members:

- former members of LUSU who retired while members of LUSU and were receiving RHBP benefits as of February 1, 2021 (including the estates of such LUSU retirees);
- current and former LUSU members as of February 1, 2021 who were LUSU members eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUSU members); or
- current and former LUSU members who were LUSU members as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUSU members) (the “**LUSU Members**”).

The Defendants are as follows:

- Floyd Laughren, Michael Atkins, Jennifer Witty, Claude Lacroix, Dominic Giroux, Pierre Zundel, Carol McCaulay, Lorella Hayes, Ian Wood, John Pollesel, Judith Woodsworth and Robert Haché.

5. What is the status of the litigation?

The proposed Representative Plaintiffs are seeking a representation order allowing them to commence the Proceeding, approving the settlement that has been reached with the Defendants, and allowing them to implement the settlement.

If approved, the settlement will resolve the litigation in its entirety.

6. What issues are raised in the representative action?

The Common Issues for the Settlement Class are as follows:

1. Did the Defendants negligently or fraudulently misrepresent the state of the RHBP to the Settlement Class?

2. In the alternative, did the Defendants knowingly assist Laurentian's breach of trust with respect to the Settlement Class's RHBP contributions?

INFORMATION ABOUT THE SETTLEMENT

7. What are the settlement benefits?

A settlement has been reached with the Defendants for the total sum of \$3,000,000 (the "Settlement Funds").

The settlement, if approved, will settle, extinguish, and bar all claims arising out of the Proceeding against the Defendants. The settlement is a compromise of disputed claims and the Defendants do not admit any wrongdoing or liability.

8. Who is affected by the settlement?

The settlement applies to the Settlement Class, which comprises LUFA and LUSU members who:

1. retired while a member of LUSU or LUFA and were receiving RHBP benefits as of February 1, 2021 (including the estates of such LUFA and LUSU retirees);
2. were a LUSU or LUFA member as of February 1, 2021 who was eligible to claim RHBP benefits as of February 1, 2021 (including the estates of such LUFA and LUSU members);
3. were a dues-paying member of LUFA prior to February 1, 2021 but left the bargaining unit to join the senior administration and were in that position as of February 1, 2021 (including the estates of such LUFA members); or
4. were a LUSU or LUFA member as of February 1, 2021 and had contributed to the RHBP at any time prior to that date (including the estates of such LUFA and LUSU members) (collectively the "Settlement Class" or "Settlement Class Members").

9. When will the money become available?

Within 60 days of the Court Order approving the settlement becoming a Final Order, the Settlement Funds will be distributed to each of the members of the Settlement Class thereafter pursuant to the Plan of Distribution. "Final Order" means an order approving the settlement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, or proposed appeal, such as the delivery of a notice of appeal or application for leave to appeal.

10. How much money will I get?

If the Court approves the Plan of Distribution, the Settlement Funds will be distributed to Settlement Class Members on a pro-rata basis according to each Settlement Class Member's respective RHBP contributions.

YOUR OPTIONS IN RESPECT OF THE SETTLEMENT

11. What happens if I do nothing at all?

You do not have to do anything to stay in the Proceeding.

In the case of deceased Settlement Class Members, their estates may receive the deceased Settlement Class Member's pro-rata share of the distribution by providing contact information and proof of death to Class Counsel as follows:

- for the estates of LUSU Members, email info@WrightHenry.ca; and
- for the estates of LUFA Members, email laurentiansettlement@goldblattpartners.com

12. Can I exclude myself from the Proceeding?

No, because of the limitations as to who can make claims arising from the CCAA Plan, there is no mechanism for excluding yourself from the Proceeding – sometimes referred to as “opting-out”.

The CCAA Plan granted LUSU and LUFA the right to assert the D&O Claims following the implementation of the Plan, including by way of a representative action. However, only persons or entities that submitted Proofs of Claim during the CCAA proceeding (within the prescribed time limit) have the right to make claims against directors and officers of Laurentian in connection with the alleged misuse and/or depletion of RHBP funds.

LUSU, LUFA and the Federated Universities are the only entities that submitted Proofs of Claim on behalf of members of the Settlement Class with respect to the RHBP. As such, the Federated Universities, LUSU and LUFA (through their authorized representatives) are the only entities capable of pursuing the claims being advanced on behalf of the Settlement Class.

Accordingly, there is no mechanism for the Settlement Class Members to opt-out of this Proceeding because, if any members of the Settlement Class were to opt out, they would have no legal recourse against the Defendants with respect to the D&O Claims. In other words, by virtue of the terms of the Plan, Settlement Class members do not have the right to sue the Defendants independently with respect to the D&O Claims.

However, you may object to the settlement, Plan of Distribution, or counsels' fees by setting out your objection in writing addressed to Class Counsel as follows:

- for LUSU Members, email info@WrightHenry.ca; and
- for LUFA Members, email laurentiansettlement@goldblattpartners.com

The deadline to object is December 10, 2025.

13. When will the settlement and Plan of Distribution be approved?

A hearing will be held during which Class Counsel will ask the Court to grant the representation orders and approve the settlement, Plan of Distribution, and legal fees and disbursements (inclusive of applicable taxes).

Any approved legal fees or disbursements will be paid out of the Settlement Funds. The hearing before the Ontario Superior Court of Justice will be held on December 17, 2025 at 10 am (ET), or as soon after that time as the motion can be heard, by videoconference.

14. What if I don't agree with the settlement, Plan of Distribution or counsels' fees?

If you want to object, you should do so by setting out your objection in writing addressed to Class Counsel as follows:

- for LUSU Members, email info@WrightHenry.ca; and
- for LUFA Members, email laurentiansettlement@goldblattpartners.com

The deadline to object is December 10, 2025.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The law firm of Wright Henry LLP represents the LUSU Members.

The law firm of Goldblatt Partners LLP represents the LUFA Members.

Collectively, these firms are referred to as "**Class Counsel**".

16. How will the lawyers be paid?

You will not have to pay any of the fees and expenses of Class Counsel. If the Court grants their request, Class Counsel's fees and expenses will be deducted from the Settlement Funds.

17. How much will the lawyers be paid?

Class Counsel will request fees and disbursement of CAD \$300,000 (inclusive of applicable taxes).

MORE INFORMATION**18. Where can I get more information?**

LUSU Members can email LUSU at lusustaff@gmail.com

LUFA Members can email LUFA at laurentiansettlement@goldblattpartners.com

LUSU will be holding a virtual membership meeting open to all members and former members to provide further information about the representative action and settlement. The meeting will take place virtually on November 25, 2025. A link to the meeting will be circulated via email to affected LUSU members and former members.

LUFA will be holding a virtual membership meeting open to all members and former members to provide further information about the representative action and settlement. The meeting will take place virtually on November 18, 2025. A link to the meeting will be circulated via email to affected LUFA members and former members.

Interpretation: If there is a conflict between the provisions of this Notice and the settlement agreement, the terms of the settlement agreement will prevail.

FABRICE COLIN, et al.
Plaintiffs

-and- **FLOYD LAUGHREN, et al.**
Defendants

Court File No.
<p>ONTARIO SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT SUDBURY</p>
<p>AFFIDAVIT OF BRENDAN SCOTT</p>
<p>WRIGHT HENRY LLP 200 Wellington Street West, Suite 602 Toronto ON M5V 3C7</p> <p>Danielle Stampley, LSO# 69487C dstampley@wrighthenry.ca</p> <p>Brendan Scott, LSO# 73339V bscott@wrighthenry.ca Tel: (416) 306-8280</p> <p>Lawyers for the Plaintiff, Tom Fenske on his behalf and on behalf of certain current and former members of the Laurentian University Staff Union</p> <p>GOLDBLATT PARTNERS LLP 20 Dundas Street West, Suite 1039 Toronto ON M5G 2C2</p> <p>Charles Sinclair, LSO#43178A csinclair@goldblattpartners.com Tel: 416-977-6070</p> <p>Lawyers for the Plaintiff, Fabrice Colin on his behalf and on behalf of certain current and former members of the Laurentian University Faculty Association</p>

Court File No. CL-25-00753536-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

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 HACHE

Defendants

AFFIDAVIT OF FABRICE COLIN
(affirmed October 20, 2025)

I, **FABRICE COLIN**, of the City of Sudbury, Province of Ontario, DO SOLEMNLY
AFFIRM:

1. I am a tenured Associate Professor at Laurentian University of Sudbury (“**Laurentian**”) and teach in the Faculty of Science Engineering and Architecture in the School of Engineering and Computer Science. I have been a member of the faculty at Laurentian since 2005. I am a proposed representative plaintiff in this claim.

2. As a member of the faculty at Laurentian, I am a member of the bargaining unit of academic employees of Laurentian which is represented by the Laurentian University Faculty Association (“**LUFA**”). I am currently the President of LUFA, a position I have held since April 2018. Previously, I was a member of the LUFA Board of Directors starting in 2009 and was a member

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of the LUFA Bargaining Team in respect of the renewal of its collective agreements in 2011, 2014, 2017 and 2020.

3. As the President of LUFA, I am a member of the Laurentian Senate and have held this position since April 2018. I also hold a non-voting position as a member of the Laurentian Board of Governors and as a member of the Board of Governor's Finance Committee, recently renamed the Finance and Property Committee.

4. LUFA is a trade union that represents over 500 employees employed at Laurentian, including: full and part-time faculty, librarians, clinicians and counsellors. LUFA also represents full and part-time faculty at each of the University of Sudbury and Huntington University and full-time faculty members only at Thorneloe University.

5. Except where indicated otherwise, in which case I have indicated the source of my information, I have direct knowledge of the matters deposed to below. From time to time in this affidavit I use capitalized terms as they were defined in the materials filed during the course of the Laurentian *CCAA* proceedings.

A. *Background – Laurentian Files for CCAA Protection*

6. For the 2020-21 academic year, Laurentian had 8,200 domestic and international undergraduate students enrolled in its various undergraduate programs (representing approximately 6,250 full-time equivalents). Laurentian had five undergraduate faculties, each of which offered programs in English and French; students had 132 undergraduate programs from which to choose at Laurentian.

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7. Laurentian also offered forty-three (43) masters and PhD programs in a variety of disciplines. For the 2020-21 academic year, Laurentian had 1,098 total domestic and international graduate students enrolled.

8. At the time, Laurentian also had a federated school structure pursuant to which it had formal affiliations with several independent universities under the larger Laurentian “umbrella”: the University of Sudbury, Huntington University and Thorneloe University (the “**Federated Universities**”). As indicated above, the faculty at each of these three affiliated universities were members of LUFA (except for part-time faculty members at Thorneloe).

9. On February 1, 2021, Laurentian applied for a stay of proceedings in order to obtain protection from its creditors pursuant to the *Companies' Creditors Arrangement Act*. (“**CCAA**”) This is the first (and only) time that a publicly-funded university in Canada has sought or obtained *CCAA* protection from its creditors. At the time of its filing, Laurentian reported liabilities of \$321 million, \$91 million of which was in the form of outstanding loans owed to three different Canadian banks.

10. Over the course of the ensuing twenty months when a Plan of Arrangement was ultimately approved by Laurentian’s creditors, Laurentian engaged in a series of cuts and negotiations with stakeholders, including LUFA, with a view to addressing its financial situation, including, but not limited to:

- (a) the elimination of sixty-nine (69) academic programs;
- (b) the termination of over 100 faculty members, all of whom were LUFA members;
- (c) the re-structuring of Laurentian’s defined benefits pension plan;

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- (d) the extraction of a series of concessions from LUFA in the re-negotiation of the parties' collective agreement;
- (e) the termination of the relationship between Laurentian and all three of the Federated Universities; and
- (f) the elimination of the Retiree Health Benefit Plan ("RHPB"), a benefit plan offered to eligible retirees of Laurentian and the three federated universities.

11. I, along with LUFA's Chief Stewart, Linda St. Pierre, represented LUFA throughout the *CCAA* proceedings, including participating in the various negotiations that took place throughout the matter.

B. *The RHPB*

12. In or around July 1998, Laurentian created the RHPB for the benefit of the employees of Laurentian, including members of LUFA and the Laurentian University Staff Union ("LUSU"), the Federated Universities and a number of other bodies affiliated with Laurentian, pursuant to the Retirees Fund Health Benefit Policy dated November 21, 1997 (the "RHPB Policy"). A copy of the RHPB Policy as of July 1, 1998 is attached to my affidavit as **Exhibit "A"**.

13. The RHPB Policy required that Laurentian:

- (a) establish a trust account to hold the RHPB contributions for the purpose of funding/providing RHPB benefits;
- (b) direct employee contributions to the RHPB trust account; and
- (c) directly contribute \$25,000 to the RHPB trust account annually, with proportionate contributions by the Federated Universities.

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14. Pursuant to the Policy, Plaintiff retirees were reimbursed on an annual basis for premiums that they paid for private health insurance or for other qualifying health expenses. The annual reimbursement amount was indexed to inflation, to a maximum of 3% per year.

15. As of July 1, 2020, the annual benefit amounts were as follows:

- (a) for LUSU retirees: \$1,374.85 per annum for family plans and \$687.45 per annum for single plans; and
- (b) for LUFA retirees: \$1,589.53 per annum for family plans and \$978.17 for single plans.

16. To receive RHBP benefits, participants needed to retire at age 55 or older and contribute to the RHBP for at least 15 years. Eligible retirees received RHBP benefits for life. Upon the death of a retiree who had family coverage, benefits to the retiree's spouse or dependants continued for two years from the date of death.

17. The RHBP was funded by monthly contributions from Plan participants, as well as annual contributions by Laurentian and the Federated Universities. Laurentian's financial records state that it contributed \$147,596 to the RHBP for the fiscal year ended April 30, 2020.

18. Pursuant to the terms of the Policy, Laurentian was required to hold the RHBP contributions in a trust account and to credit interest to the trust funds.

19. Between July 1998 and February 2021, when new employees were onboarded at Laurentian, Laurentian's Human Resources Department provided each employee with an RHBP information package comprising the following documents: a copy of the RHBP Policy, an opt-in/out form, a memorandum to new employees regarding the RHBP, and a question-and-answer

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sheet (the “**Memo to New Employees**”). A copy of an example of the Memo to New Employees dated July 1, 2013 is attached to my affidavit as **Exhibit “B”**.

20. Laurentian distributed a similar package to current employees and retirees around the time that the RHBP was established.

21. The RHBP Policy stated that employees’ monthly contributions would be deposited into the RHBP trust fund together with employer contributions. The RHBP Policy also stated that “interest will be credited to funds on deposit in the RHBP trust account”.

22. Employees who chose to participate in the RHBP would receive annual reimbursements for health insurance coverage and/or qualifying medical expenses upon retirement (assuming all eligibility criteria were met).

23. The Memo to New Employees provided a form for employees to complete and return to Laurentian’s Human Resources Department if they wished to opt into the RHBP. LUSU members on fixed terms were given the option to opt out of the RHBP.

24. Hundreds of LUSU and LUFA members participated in the RHBP based on the representations made in the Memo to New Employees (and in similar packages distributed around the time that the RHBP was introduced).

25. As of January 30, 2021, there were approximately 866 university employees contributing to the RHBP but not yet collecting benefits, and 358 retirees who were eligible to collect RHBP benefits. The overwhelming majority of RHBP participants were Laurentian employees and LUSU and LUFA members in particular.

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C. The RHPB Funding Deficit

26. In the 1990s, a benefits committee comprised of members of Laurentian's administration and representatives of LUFA and LUSU met periodically to address matters relating to health, welfare and disability benefits (the "**Benefits Committee**").

27. Around 1997, the Benefits Committee was tasked with designing the RHPB and acting as a liaison between Laurentian and the beneficiaries of the Plan. After the RHPB was implemented in 1998, the Benefits Committee continued to meet periodically to review, *inter alia*, matters relating to the RHPB.

28. As a result of its participation on the Benefits Committee, LUFA was aware that the RHPB was underfunded. Laurentian retained the actuarial and consulting firm, Eckler Ltd., to conduct periodic reports on the RHPB. Those reports showed annual funding deficits.

29. The Benefits Committee ceased meeting to review matters relating to the RHPB some time in the mid-2000s.

30. Since the Benefits Committee ceased meeting to address RHPB-related issues, LUFA took it upon itself to negotiate the creation of a new sub-Committee to explore options for improving the RHPB. In September 2014, LUFA bargained the creation of an RHPB benefits committee comprising two or three union representatives and an equal number of university representatives to explore the transformation of the RHPB (the "**RHPB Working Committee**"). Eckler was tasked by the university with coming up with the potential alternatives.

31. However, all of the alternatives identified by Eckler contemplated the current and future beneficiaries of the RHPB benefit absorbing the funding deficit in existence at the time. These

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purported alternatives were unacceptable to LUFA (and LUSU) and were rejected by the RHBP Working Committee. The RHBP therefore remained unchanged and continued to exist in its original form until its elimination during the *CCAA* proceedings, as is described below.

D. *Misappropriation of RHBP Trust Funds*

32. Following Laurentian's application for *CCAA* protection, LUFA learned for the first time that Laurentian had never opened a separate trust account into which RHBP contributions from plan members and Laurentian's annual contribution of \$25,000 would be deposited. In the affidavit sworn by Laurentian's then-president, the defendant Robert Haché, in Laurentian's Initial Application Record, Mr. Haché deposed as follows:

Rather than establishing a separate trust account, I understand that LU has historically tracked contributions to the RHBP as a liability in its accounting records. Contributions received by LU in respect of the RHBP were deposited into LU's general operating bank account and are not held separately, or at all at this time. As at April 30, 2020, the accrued benefit obligation was approximately \$7,200,000.¹

33. That is to say, Laurentian did not segregate the funds received from LUFA members and other RHBP participants and instead deposited these funds into its operating account.

34. It was subsequently confirmed by the Monitor in the *CCAA* proceedings, Ernst & Young, that the RHBP funds had been completely depleted prior to the *CCAA* filing.

35. In November 2022, the Auditor General of Ontario released a report on the Laurentian insolvency. In this report, the Auditor General revealed that senior administration officials had deliberately used restricted funds, including RHBP funds, to pay for capital projects. Laurentian's senior administration had reported this practice to Laurentian's Board of Governors, describing

¹ Para. 169 of Robert Haché's affidavit sworn January 30, 2021.

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the use of restricted funds in this manner as “internal financing”. The Auditor General concluded in her report that this practice of “internal financing” began in 2007 and increased dramatically in the 2009 – 2019 period during which time the university increased spending on capital projects. Prior to the release of the Auditor General’s report, LUFA was not aware of Laurentian’s practice of engaging in this so-called “internal financing”.

36. While LUFA had been aware of the funding deficit of the RHBP for some time, as outlined above, we were not aware that the RHBP funds had not been segregated in a trust account or that the university was using the funds for internal financing purposes.

37. Indeed, LUFA members continued to contribute to the RHBP right up until Laurentian filed for *CCAA* protection in February 2021.

E. *Elimination of the RHBP*

38. On February 1, 2021, Laurentian ceased processing benefit claims made in respect of the RHBP.

39. During the course of the *CCAA* proceedings, Laurentian advised that, due to its precarious financial situation and the fact that the entirety of the RHBP funds had been co-mingled with the university’s operating funds and completely depleted, the university would be unable to continue to fund and offer the RHBP to its employees.

40. Subsequently, the RHBP was terminated for all participants as of April 30, 2021, in accordance with the terms of terms sheets entered into between Laurentian and LUFA and LUSU and the July 2022 Plan of Arrangement and Compromise that was ultimately approved by the Court.

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F. *Compensation Claims Process*

41. I am advised by LUFA's counsel, Charles Sinclair, that during the course of the *CCAA* proceedings, Laurentian, with the assistance of the Monitor, engaged in a claims process aimed at identifying all of the claims that existed against Laurentian and its officers and directors. To this end, on May 31, 2021, the Court issued the "Claims Process Order" that commenced the claims process.

42. However, I am advised by Mr. Sinclair, and do verily believe, that the Claims Process Order specifically excluded claims against Laurentian by current and former employees and retirees of Laurentian, amongst others. Instead, Laurentian and the Monitor engaged with LUFA and LUSU, and other stakeholders, towards the development and approval of a separate "Compensation Claims Process".

43. During the course of July and August 2021, LUFA engaged with Laurentian and the Monitor in the negotiation and development of the Compensation Claims Methodology (as that term was defined in the *CCAA* proceedings at the time). The Compensation Claims Methodology set out the methodology for calculating the claims of: active employees as at that time; employees whose employment was terminated after February 1, 2021; former employees whose employment ended before February 1, 2021; and, retirees who retired from Laurentian and were eligible to receive pension play payments or to make claims under the RHBP prior to February 1, 2021.

44. I recall that the Compensation Claims Methodology, as it concerned LUFA's members, was developed primarily based on the provisions of LUFA's collective agreement and addressed the following: termination and severance claims; administrative leave, salary or benefit continuance (including early retirement supplement); vacation pay claims; RHBP claims; SuRP

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claims; grievance awards; pension plan claims; and professional and/or research allowances. The Compensation Claims Methodology allowed for a general methodology by which all LUFA members would be treated equitably and efficiently and saved LUFA members (and others) from having to calculate their own individual entitlements. A true copy of the Compensation Claims Methodology is attached to my affidavit as **Exhibit "C"**.

45. With respect to compensation for the loss of the RHBP, only those LUFA retirees (or the surviving spouses of those retirees), terminated members or active members who, as of April 30, 2021, had an entitlement to benefits under the RHBP were entitled to recover an amount pursuant to the Compensation Claims Methodology. In other words, LUFA members (and former members) who contributed to the RHBP but who were not eligible to receive RHBP benefits as of April 30, 2021 are not entitled to compensation under the Compensation Claims Methodology.

46. In any event, to date, save for payments to members on account of their vacation pay claims under the Compensation Claims Methodology and some minor payments arising out of a grievance for RHBP overcharging by Laurentian, no payments have been made to LUFA members or former members or retirees under the Compensation Claims Methodology, whether in respect of the RHBP or otherwise.

G. D&O Process

47. LUFA also submitted a proof of claim in the Directors and Officers process as part of the Claims Process in the Laurentian *CCAA* proceedings. A copy of LUFA's proof of claim dated July 30, 2021 is attached to my affidavit as **Exhibit "D"**. I am informed by Mr. Sinclair, and do verily believe, that the D&O Claims Bar Date was July 30, 2021 and that any parties who did not

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file proofs of claim with the Monitor by that date were barred from participating in or making a claim in the D&O claims process.

48. In LUFA's proof of claim, we claimed damages against Laurentian's directors and officers in respect of: the misuse and loss of the RHBP trust funds; the misuse and loss of grant or research funds awarded to LUFA members by one or more of the three government granting agencies; the loss of Laurentian University Research Fund benefits; the loss of professional development allowances; the loss of sabbatical credits accumulated by LUFA members; and, the extraordinary expenditures by LUFA on behalf of its members (current and former) and retirees on professional fees associated with responding to the *CCAA* proceedings.

49. With respect to the loss of the RHBP trust funds, LUFA's claim against the directors and officers of Laurentian in the proof of claim was framed in breach of fiduciary duty, breach of trust / knowing assistance and negligent and/or fraudulent misrepresentation. The reasoning for these claims was based on, amongst other things, Laurentian's failure to segregate the RHBP funds in a separate trust account and its use of the RHBP funds for "internal financing" purposes. The amount sought for the loss of the RHBP trust funds, and the benefit itself, was \$12.8 million.

50. I am advised by Mr. Sinclair, and do verily believe, that the Plan of Arrangement and Compromise that was ultimately approved by the Court and the creditors in September 2022 in this matter disclosed that a total of twelve (12) proofs of claim were filed in the D&O process. I am aware that the claims filed by LUFA and LUSU are amongst those twelve claims. I am advised by Mr. Sinclair, and do verily believe, that the Federated Universities submitted blanket proofs of claim in the D&O process, copies of which neither LUFA's counsel nor I have seen. However, my understanding from Mr. Sinclair is that the only proof of claim specifically filed on behalf of

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any LUFA members, former members or retirees, including those members employed by the three Federated Universities, was LUFA's proof of claim.

51. I am informed by Mr. Sinclair, and do verily believe, that counsel for the unions specifically negotiated the inclusion of a term in the Plan of Arrangement and Compromise pursuant to which LUFA and LUSU had the right to bring a representative action against Laurentian's directors and officers in respect of the claims set out in their respective proofs of claim filed in the D&O claims process as it pertained to the loss of the RHBP trust funds (the "**RHBP Claims**").

H. *Tolling Agreement*

52. I am informed by Mr. Sinclair, and do verily believe, that in or about October 2022, he and counsel for LUSU were contacted by counsel for the Laurentian directors and officers' insurer, the Canadian Universities Reciprocal Insurance Exchange ("**CURIE**"), for the purpose of gathering information and commencing discussions regarding LUFA and LUSU's claims against Laurentian's directors and officers pursuant to their respective proofs of claim.

53. I am advised by Mr. Sinclair, and do verily believe, that CURIE's counsel requested copies of the documents received by the unions from Laurentian and/or the Monitor during the Compensation Claims Process with respect to the RHBP as they required this information in order to assess the union's claims. I am informed by Mr. Sinclair, and do verily believe, that he and/or counsel for LUSU complied with CURIE's request and provided them with the documents we had in our possession from the *CCAA* proceedings.

54. In or around late 2022, it became clear that while the parties were engaged in good faith efforts to discuss and resolve LUFA's (and LUSU's) D&O claim, the parties, and CURIE in

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particular, needed additional information for the purposes of these discussions. What is more, in or around November 2022, the individual officers and directors identified in LUFA and LUSU's proofs of claim retained separate counsel who also required time to get up to speed on the issues between the parties.

55. Accordingly, the parties entered into a Tolling Agreement dated as of January 27, 2023 which allowed the parties to continue their discussions without having to worry about the expiry of any pending limitation period.

I. *The Mediation*

56. The parties ultimately agreed to attend a mediation which took place in Toronto on October 19, 2023, with Mary Jane Stitt as mediator. In attendance at the mediation were counsel for each of the unions, CURIE and counsel for the individual directors and officers.

57. In advance of the mediation, counsel for CURIE and the directors and officers requested a detailed "mediation claim" setting out the facts underlying the unions' claims and the various causes of action which were being pled. I am informed by Mr. Sinclair, and do verily believe, that opposing counsel requested this draft claim because no lawsuit had yet been commenced against the directors and officers. A joint "mediation claim" was subsequently provided by both unions on a without prejudice basis. Although LUSU and LUFA's respective Proofs of Claim included D&O Claims beyond the RHBP Claims, the parties agreed for the purposes of the mediation to address only the RHBP Claims.

58. In addition to the mediation claim, the unions submitted a joint Statement of Issues in advance of the mediation. Counsel for the individual directors and officers put in a responding

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brief. The submissions of the parties were voluminous and I was satisfied that we were well-placed to advance our position at the mediation with Ms. Stitt.

59. The mediation proceeded on October 19, 2023. It was an extremely long day as we started at 10:00 am and did not finish until 8:00 pm (although I left a few hours before then to catch my flight to Sudbury). For LUFA, I attended along with the union's Chief Steward, Linda St. Pierre and LUFA's *CCAA* counsel, Charles Sinclair, and its labour counsel, David Wright. LUFA had its own room at the mediation but occasionally met and consulted with LUSU and its counsel. Separate counsel for CURIE and the individual directors and officers also attended.

60. Throughout the day, the parties exchange offers with Ms. Stitt shuttling back and forth with the offers which she presented to the parties. LUFA and LUSU's final offer at the end of the day – \$2.7 million plus \$300,000 in legal fees for a total of \$3.0 million – was ultimately accepted by the Defendants. The \$300,000 in fees was to be split equally between the two unions, with LUFA and LUSU each receiving \$150,000 in respect of their fees.

61. With respect to the legal fees, LUFA and its counsel were satisfied that \$150,000 represented a fair contribution by the defendants to its costs incurred during the course of the D&O process and in pursuing the within claim against the directors and officers. Also included in this figure was an estimate for what it would cost LUFA to have its counsel administer the settlement. It was important to LUFA that any amount in respect of legal fees be in addition to any amount going to its members, former members and retirees.

62. Although the parties agreed at the mediation on the general framework of the deal, including most importantly the \$3.0 million settlement amount, it took some weeks of additional

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negotiations to get the minutes of settlement resolved. There were a number of points of contention between the parties that took weeks to resolve and iron out. During this time, Ms. Stitt remained involved and assisted the parties in getting an agreement on the minutes. The minutes of settlement, a copy of which is attached to my affidavit as **Exhibit “E”**, dated November 10, 2023 (the “**Minutes of Settlement**”) were ultimately signed by all of the parties. Under the Settlement Agreement, the Defendants did not admit, and in fact expressly denied, liability for any conduct relating to the RHBP.

63. Amongst other things, as set out in paras. 2 and 3 of the Minutes of Settlement, it was a condition of the settlement that LUFA and LUSU bring a motion for a representation order and/or class certification and court approval of the minutes and the settlement underlying it. As set out at para. 12 of the Minutes of Settlement, the parties were to keep the terms of the settlement confidential until such time as the unions’ motion for court approval of the settlement was brought.

J. *LUFA’s Representation of Members, Former Members and Retirees*

64. From the outset of the *CCAA* proceedings involving Laurentian, LUFA represented the interests of its members who were members of LUFA as at February 1, 2021, those LUFA members whose employment was terminated by Laurentian during the proceedings, and its retirees (i.e. former members of LUFA who retired while they were LUFA members, either before February 1, 2021 or after that date) who together comprise all of the individuals on behalf of whom LUFA filed its proof of claim.

65. While LUFA of course had members / former members / retirees who disagreed with positions we took in the *CCAA* proceedings and who, for example, voted against the Plan of Arrangement that was ultimately approved by Laurentian’s creditors – indeed, a small number of

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members have commenced “duty of fair representation” complaints against LUFA at the Ontario Labour Relations Board regarding our handling of the *CCAA* proceedings – I am informed by Mr. Sinclair, and do verily believe, that at no time during the *CCAA* proceedings did any individual or individuals seek a representation order or other form of court-approved retainer in respect of any of these groups represented by LUFA at any time during the *CCAA* proceedings.

66. What is more, as noted above, the proof of claim submitted by LUFA in the D&O claims process was submitted on behalf of all three of these groups represented by LUFA. I am not aware of anyone complaining or otherwise suggesting to LUFA that we did not properly represent them in the D&O process. I am also advised by Mr. Sinclair, and do verily believe, that no other proof of claim was received by the Monitor on behalf of any members of these three groups represented by LUFA, other than the aforementioned proofs of claim submitted by the Federated Universities.

K. *LUFA’s Members at the Federated Universities and Proposed Claims Process*

67. As noted at para. 4 above, in addition to representing the faculty at Laurentian, LUFA also represents the faculty at all three Federated Universities. While these three universities were themselves represented by counsel during the *CCAA* proceedings, their faculty, who are / were LUFA members as of February 1, 2021, were represented by LUFA and its counsel at all times during the proceedings. Amongst other things, the proof of claim filed by LUFA in the D&O claims process was also submitted on behalf of those LUFA members who are / were employed at the three Federated Universities as at February 1, 2021.

68. Accordingly, the settlement entered into between LUFA and the directors and officers necessarily included LUFA’s members at the Federated Universities. Indeed, para. 11 of the Minutes of Settlement specifically contemplates that these LUFA members / former members are

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represented by LUFA, subject to the court's approval. As LUFA has always represented its members who are / were employed at the Federated Universities, this is not a point of controversy from its perspective.

69. I am advised by Mr. Sinclair, and do verily believe, that while the Monitor and/or Laurentian have individual contribution data for LUFA's members at Laurentian spanning the entirety of the existence of the RHBP, they do not have this information for LUFA's members employed at any of the three Federated Universities; the only information available to the Monitor and Laurentian was the total amounts contributed to the RHBP by *all* employees – ie. not just unionized employees – employed at the three Federated Universities, being: \$128,919 by University of Sudbury employees, \$35,235 by Thorneloe employees and \$51,329 by Huntington employees, for a total of \$215,483. A copy of the summaries of the contributions made to the RHBP by the employees of each of the University of Sudbury, Thorneloe University and Huntington University, provided by the Monitor, are attached to my affidavit as **Exhibits "F", "G"** and **"H"**, respectively.

70. As a result, over the past number of months LUFA has been working directly with staff at the three Federated Universities to collect the contribution data in respect of their faculty who contributed to the RHBP at some time prior to February 1, 2021. With the data obtained directly from the Federated Universities, LUFA has determined that its members at these three universities contributed a total of \$74,140.68 to the RHBP, comprised of the following: \$21,813.67 by Huntington faculty; \$31,697.16 of University of Sudbury faculty; and, \$20,629.85 by Thorneloe faculty.

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L. *Former LUFA Members in the Laurentian Administration*

71. At no time during the *CCAA* proceedings did LUFA represent or seek to represent senior administrators at Laurentian who were previously members of LUFA (before they changed roles and left the bargaining unit) but who were not LUFA members as at February 1, 2021.

72. However, LUFA has elected to include these individuals in the Settlement. This group is comprised of senior administrators – such as, for example, deans and vice presidents – who, prior to February 1, 2021 were dues-paying members of LUFA but who left the bargaining unit prior to February 1, 2021 to join the administration and were in that position at the time that Laurentian filed for *CCAA* protection. By the terms of the collective bargaining agreement between LUFA and Laurentian, these individuals have a right of return to the LUFA bargaining unit should they choose to leave their job in the administration and go back to their prior faculty position. Accordingly, LUFA decided that it would be unfair not to include these former LUFA members in the Settlement. As between LUFA and LUSU, this issue is unique to LUFA. The contribution data provided by the Monitor and/or Laurentian includes these individuals in the spreadsheet pertaining to LUFA's members.

73. Simply put, in this proceeding LUFA represents, and is seeking to represent, only those individuals who were members of LUFA as of February 1, 2021, those individuals who retired prior to February 1, 2021 while they were members of LUFA and those members of the senior administration who were formerly dues-paying members of LUFA and who were in their administrative positions at the time of the *CCAA* filing. Any members of LUFA who ceased being members prior to February 1, 2021 (excluding retirees and the aforementioned senior administrators) and were not eligible to receive RHBP benefits – whether because, for example,

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they left Laurentian after their short-term fixed contract expired (prior to February 1, 2021) or simply to pursue other opportunities – would have no claim to recover RHBP contributions, whether in the Compensation Claims Process or the D&O Process, in any event.

74. As noted in paragraph 16 above, the spouse and/or dependents of a member (who was eligible to receive or was receiving RHBP benefits) could continue to receive RHBP benefits for two years from the date of the death of the eligible member. For this reason, LUFA is also seeking to represent the estates of those members / retirees who died prior to February 1, 2021 or since that time. The estates of members who died within this time frame will therefore participate in the proposed settlement.

M. *The Proposed Settlement is in the Best Interests of LUFA's Members / Former Members / Retirees*

75. Prior to the execution of the Minutes of Settlement, I reviewed the document in detail with Mr. Sinclair. Indeed, I had participated fully throughout the mediation which resulted in this agreement. I understand that the negotiation process involved some compromise on all of the parties' parts. I am very pleased with the outcome of the negotiation and the deal set out in the Minutes of Settlement.

76. In the months leading up to the October 2023 mediation and in the period since then, I am aware that Mr. Sinclair and counsel for LUSU have engaged and worked with the Monitor and Laurentian to obtain the most accurate data possible as it pertains to the contributions made by the unions' members to the RHBP since its inception. I have reviewed this information and am satisfied that we have been working with the best and most complete information possible. I am

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comfortable relying on this data for the purpose of distributing the settlement proceeds, should this settlement be approved by the court.

77. As such, I have instructed Mr. Sinclair to seek court approval of the Minutes of Settlement as I believe that the settlement set out therein is in the best interests of the three groups represented by LUFA throughout this matter: its current members, former members and retirees.

78. I swear this affidavit in support of LUFA and LUSU's motion for a representation order and for court approval of the Minutes of Settlement, plan of distribution and the unions' counsel's fees and for no other or improper purpose.

AFFIRMED remotely via videoconference by Fabrice Colin stated as being located in the City of Sudbury, in the Province of Ontario before me at Brampton, Ontario on October 20, 2025 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely.



Commissioner for taking affidavits
(or as may be)

Tanya Atherfold-Desilva, a Commissioner,
etc. Province of Ontario for Goldblatt Partners
LLP, Barristers and Solicitors. Expires
September 9, 2027.

—DocuSigned by:

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FABRICE COLIN

This is Exhibit "A" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

RETIREES BENEFIT PLAN POLICY
EFFECTIVE: JULY 1, 1998

1. Retirees will purchase private coverage from available external plans.
2. The University will establish a Retirees Health Benefit Plan (RHBP) to be used towards the subsidization of retiree health benefit premiums in the following manner.
 - 2a. A limit of \$8.00 dispensing fee per prescription will be implemented in the current extended health plan. The savings attributed to this change will be credited to the RHBP trust account.
 - 2b. The request made to the Pension Committee to allow a pension-contribution holiday by the employer to a limit of \$200,000 has been approved. This amount will be credited to the RHBP trust account.
 - 2c. All current employees in the Extended Health Plan will pay a fixed amount per month equal to \$2.00 per month for single and \$5.25 per month for family coverage. This represents approximately 3.6% of the current monthly health premiums. This money will be placed in the RHBP trust account.
 - 2d. The University will contribute \$25,000 per year into the RHBP trust account.
 - 2e. The Federated Colleges will contribute an annual amount proportional to the Laurentian contribution to the RHBP trust account.
3. Grant-funded and term employees may opt out of the RHBP.
4. Interest will be credited to funds on deposit in the RHBP trust account and retiree reimbursements will be charged against the trust account.
5. Retirees will be reimbursed for premiums or other qualifying expenses paid in the amount of \$25.00 per month for single and \$50.00 per month for family, payable on a yearly basis. The list of expenses will be the same as that enjoyed by the full-time active employees. Over-the-counter medication, except vitamins, will be considered an eligible expense provided that a physician's prescription is submitted with an original receipt containing the required information (i.e. name of medication, date of purchase, cost of medication).
6. The Benefits Committee will continue to review the current benefit plans in order to achieve savings which might be utilized to improve the RHBP.
7. An annual statement of transactions in the trust fund and updated projections will be provided to the Benefits Committee. This Benefit Plan will be reviewed on an annual basis.
8. The amounts in items 2c, 2d, 2e and 5 are to be increased every year on July 1 by the average increase in Consumer Price Index (CPI) to a maximum of 3%. The annual CPI taken into consideration will be the CPI for the proceeding twelve (12) month period starting April 1 of the previous calendar year to March 31 of the current calendar year.
9. Upon the death of the retiree, the spouse and/or dependents will continue to be afforded the RHBP benefit for a period of two (2) years from the date of death of the retiree.

This is Exhibit "B" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.



Laurentian University
Université Laurentienne

TO: All New Employees

FROM: Manager, Pension & Benefits
Human Resources and Organizational Development

DATE: July 1, 2013

RE: Retirees Health Benefit Plan

Enclosed are the following:

1. Retirees Health Benefit Plan Policy;
2. A memo addressed to all new employees regarding the Retirees Health Benefit Plan;
3. A list of questions and answers.

Please review the documents carefully. Queries or comments from the employees of Laurentian University are to be directed to Claudette Lefebvre, whereas employees of the Federated Universities are to direct their queries to their employer.

Please do not hesitate to contact me if you require further clarification.

Enclosures

RETIREES BENEFIT PLAN POLICY
EFFECTIVE: JULY 1, 1998

1. Retirees will purchase private coverage from available external plans.
2. The University will establish a Retirees Health Benefit Plan (RHBP) to be used towards the subsidization of retiree health benefit premiums in the following manner.
 - 2a. A limit of \$8.00 dispensing fee per prescription will be implemented in the current extended health plan. The savings attributed to this change will be credited to the RHBP trust account.
 - 2b. The request made to the Pension Committee to allow a pension-contribution holiday by the employer to a limit of \$200,000 has been approved. This amount will be credited to the RHBP trust account.
 - 2c. All current employees in the Extended Health Plan will pay a fixed amount per month equal to \$2.00 per month for single and \$5.25 per month for family coverage. This represents approximately 3.6% of the current monthly health premiums. This money will be placed in the RHBP trust account.
- 2d. The University will contribute \$25,000 per year into the RHBP trust account.
- 2e. The Federated Colleges will contribute an annual amount proportional to the Laurentian contribution to the RHBP trust account.
3. Grant-funded and term employees may opt out of the RHBP.

4. Interest will be credited to funds on deposit in the RHBP trust account and retiree reimbursements will be charged against the trust account.
5. Retirees will be reimbursed for premiums or other qualifying expenses paid in the amount of \$25.00 per month for single and \$50.00 per month for family, payable on a yearly basis. The list of expenses will be the same as that enjoyed by the full-time active employees. Over-the-counter medication, except vitamins, will be considered an eligible expense provided that a physician's prescription is submitted with an original receipt containing the required information (i.e. name of medication, date of purchase, cost of medication).
6. The Benefits Committee will continue to review the current benefit plans in order to achieve savings which might be utilized to improve the RHBP.
7. An annual statement of transactions in the trust fund and updated projections will be provided to the Benefits Committee. This Benefit Plan will be reviewed on an annual basis.
8. The amounts in items 2c, 2d, 2e and 5 are to be increased every year on July 1 by the average increase in Consumer Price Index (CPI) to a maximum of 3%. The annual CPI taken into consideration will be the CPI for the proceeding twelve (12) month period starting April 1 of the previous calendar year to March 31 of the current calendar year.
9. Upon the death of the retiree, the spouse and/or dependents will continue to be afforded the RHBP benefit for a period of two (2) years from the date of death of the retiree.



Laurentian University Université Laurentienne

TO: All New Employees

FROM: Manager, Pension & Benefits
Human Resources and Organizational Development

DATE: July 1, 2013

RE: Retirees Health Benefit Plan – Information to New Employees

WILL THE BENEFIT APPLY TO ME?

To receive this benefit, the following conditions must be met:

You retire at age 55 or older – regardless of whether a pension is paid from the pension plan;
AND

You have contributed for at least 15 years to the Retirees Health Benefit Plan;

AND

You have purchased private coverage and can provide the employer with receipts for the private coverage;

OR

You did not purchase private coverage, but can provide the employer with receipts for medical expenses. The list of "expenses" will be the same as that enjoyed by the full-time active employees. Over-the-counter medication, except vitamins, will be considered an eligible expense provided that a physician's prescription is submitted with an original receipt containing the required information (i.e. name of medication, date of purchase, cost of medication).

Please note:

1. The retiree will not qualify for the subsidy if he/she qualifies for continued coverage under the Laurentian University Group Plan.
2. You will be entitled to the subsidy if you enjoy coverage with your spouse and his/her plan does reimburse for certain expenses, i.e. vision care.
3. You will be entitled to the subsidy if you enjoy coverage with your spouse who is also retired from his/her employment and is required to pay 100% of the cost to retain the benefit package with his/her employer until his/her normal retirement date.
4. You will be entitled to the subsidy if, through a previous employer, you have accrued rights that will allow you to participate in that employer's benefit plan for retirees once you retire from Laurentian University and you are required to pay for that coverage.

THE COST

All employees currently enrolled in one or more of the Hospital Care, Extended Medical and/or Dental coverage will be deducted, effective the 1st of the month coincident with or immediately following the date you are employed, the following amounts:

For LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University employees:

- ✓ \$17.05 per month if you are enrolled in single coverage; and
- ✓ \$17.05 per month if you are enrolled in family coverage.

For LUSU members only:

- ✓ \$5.80 per month if you are enrolled in single coverage; and
- ✓ \$11.60 per month if you are enrolled in family coverage.

For grant employees and Thorneloe University employees:

- ✓ \$11.60 per month if you are enrolled in single coverage; and
- ✓ \$11.60 per month if you are enrolled in family coverage.

These amounts are flat amounts per participating employee, which will be indexed every year by the average increase in the Consumer Price Index to a maximum of 3% per year and are not per individual benefit (i.e. you will not be charged \$5.80 / \$11.60 / \$17.05 on the Hospital Care, \$5.80 / \$11.60 / \$17.05 on the Extended Medical, and \$5.80 / \$11.60 / \$17.05 on the Dental coverage).

As well, effective January 1, 1999, the insurance carrier was instructed that the dispensing fee on prescription drugs was to be capped at \$8.00 per prescription. This action reduced the Extended Medical rates by three percent (3%). As indicated in the RHBP policy, the three percent (3%) is applied to the RHBP Trust Account.

Please refer to the attached information about our local pharmacies that will honor the \$8.00 limit on dispensing fees. If you choose to deal with a pharmacy that charges more than \$8.00, you will be responsible for the additional cost.

THE BENEFIT

The retiree will be subsidized as follows:

For LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University employees:

- ✓ \$872.08 per year if the retiree is enrolled with the independent carrier in single coverage; and
- ✓ \$1,417.13 per year if the retiree is enrolled with the independent carrier in family coverage.

For LUSU members:

- ✓ \$612.90 per year if the retiree is enrolled with the independent carrier in single coverage; and
- ✓ \$1,225.75 per year if the retiree is enrolled with the independent carrier in family coverage.

For grant employees and Thorneloe University employees:

- ✓ \$728.85 per year if the retiree is enrolled with the independent carrier in single coverage; and
- ✓ \$1,225.75 per year if the retiree is enrolled with the independent carrier in family coverage.

PAYMENT OF BENEFIT

The employer will reimburse the retirees annually at a date that is convenient to the retiree. The retiree will select her/his anniversary date.

Yearly payment of private coverage

A retiree who pays for his/her private coverage can submit his/her receipt on a yearly basis. If at the time the retiree submits his/her initial receipts, a period of less than twelve (12) months has expired from the date of retirement, the subsidy will be pro-rated. The retiree will receive \$72.67 per month (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University), \$51.07 per month (LUSU members), or \$60.74 per month (grant employees and Thorneloe University employees) if enrolled in private insurance as a single person and \$118.09 per month (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University) or \$102.15 (LUSU members, grant employees, and Thorneloe University employees) if enrolled in private insurance for family coverage from the date of retirement to the date of initial application. Thereafter, the retiree will receive the subsidy annually.

Monthly payment of private coverage

A retiree who pays for her/his coverage on a monthly basis will be reimbursed at the time the receipts are submitted to the appropriate employer - on a yearly basis. Retirees who pay their premiums on a monthly basis would accumulate the receipts for 12 months and then submit their request for reimbursement.

Special provision for retirees on or after July 1, 1998, who have been declined or did not apply

Retirees who meet the contributions requirements and who have been declined coverage or did not apply for health coverage, must complete and forward the "*Declaration of Declination for Private Insurance*" or "*Declaration of Non-Application for Private Insurance*" to the employer. Once registered, the retiree may submit receipts annually for medical expenses incurred (which are not covered by any other private or government plan) to the employer who will reimburse the eligible expenses up to a maximum subsidy of \$872.08 per year (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University), \$612.90 per year (LUSU members) or \$728.85 per year (grant employees and Thorneloe University employees) for single coverage and \$1,417.13 per year (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University) and \$1,225.75 per year (LUSU members, grant employees, and Thorneloe University employees) for family coverage. The list of "expenses" will be the same as that enjoyed by the full-time active employees. Over-the-counter medication, except vitamins, will be considered an eligible expense provided that a physician's prescription is submitted with an original receipt containing the required information (i.e. name of medication, date of purchase, cost of medication).

OPTION-IN PROVISIONS

If you are not enrolling in one or more of the Hospital Care, Extended Medical, and/or Dental coverage and wish to contribute to be eligible to receive the benefit at retirement from the University, please complete the enclosed "*Application to Participate in the Retirees Health Benefit Plan*" at the end of this memo and return it to the Payroll and Benefits Centre for employees of Laurentian University. Employees of the Federated Universities return the application directly to your employer.

OPTION-OUT PROVISIONS***Applies only to:***

Grant-funded and L.U.S.U. term employees.

The person employed under one of these conditions has the opportunity to opt-out of the Plan by completing the *"Application to Opt-Out of the Retirees Health Benefit Plan"* and returning it to the Payroll and Benefits Centre at Laurentian University or your Payroll Office at the Federated Universities.

DECLINATION TO PARTICIPATE

If you are a full-time employee who is not currently enrolled in one or more of the Hospital Care, Extended Medical, and/or Dental coverage and **do not wish to participate** in the Plan, please complete the enclosed *"Declination to Participate in the Retirees Health Benefit Plan"* at the end of this memo and return it to the Payroll and Benefits Centre for employees of Laurentian University. Employees of the Federated Universities return the application directly to your employer.

MISCELLANEOUS

Future retirees will be provided with pamphlets/application kits two (2) months prior to retirement date. This will be done at the same time as the interview regarding pension decision (if applicable).

**APPLICATION TO PARTICIPATE
IN THE
RETIREES HEALTH BENEFIT PLAN**

Note: Employees of Laurentian University return this application to the Payroll and Benefits Centre. Employees of Huntington University, Thorneloe University or University of Sudbury, return this application directly to your employer.

Please accept this "*Application to Participate*" as your authority to deduct the required amount stated below as my cost to participate in the Retirees Health Benefit Plan.

- For LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University employees:
 - ✓ \$17.05 per month if you are enrolled in single coverage; and
 - ✓ \$17.05 per month if you are enrolled in family coverage.
- For LUSU members only:
 - ✓ \$5.80 per month if you are enrolled in single coverage; and
 - ✓ \$11.60 per month if you are enrolled in family coverage.
- For grant employees and Thorneloe University employees:
 - ✓ \$11.60 per month if you are enrolled in single coverage; and
 - ✓ \$11.60 per month if you are enrolled in family coverage.

(Please choose the premium that reflects the subsidy that you expect to receive at retirement.)

These rates will be indexed every year in July by the average increase in the Consumer Price Index to a maximum of three percent (3%) per year.

I understand that the subsidy that I will receive at retirement will be based on the private single or receive coverage purchased.

I further understand that, should I leave the University prior to retirement, I will not be entitled to receive a refund of the contributions paid.

PRINT NAME _____

SIGNATURE _____

DATE _____

**APPLICATION TO OPT-OUT
OF THE
RETIREES HEALTH BENEFIT PLAN**

**Note: Employees of Laurentian University return this application to the Payroll and Benefits Centre.
Employees of Huntington University, Thorneloe University or University of Sudbury, return this application directly to your employer.**

APPLICATION TO L.U.S.U. TERM EMPLOYEES AND GRANT-FUNDED EMPLOYEES ONLY

I am classified as an L.U.S.U. Term employee
 Grant-funded employee

I have reviewed the information received, and after careful consideration, I have elected to opt-out. I understand that I will not be eligible to receive the subsidy upon retirement.

PRINT NAME _____

SIGNATURE _____ DATE _____

**DECLINATION TO PARTICIPATE IN THE
RETIREES HEALTH BENEFIT PLAN**

**Note: Employees of Laurentian University return this application to the Payroll and Benefits Center.
Employees of Huntington University, Thormeloe University or University of Sudbury, return this
application directly to your employer.**

**APPLICATION TO EMPLOYEES NOT ENROLLED IN THE HOSPITAL CARE, EXTENDED MEDICAL,
OR DENTAL BENEFITS ONLY**

I am not enrolled in the hospital care, extended medical or dental benefits.

I am classified as a:

- L.U.S.U. Term employee
- Grant-funded employee
- Full-time employee

**I have reviewed the information received, and after careful consideration, I have elected not to participate in the
Retirees Health Benefit Plan.**

I understand that I will not be eligible to receive the subsidy upon retirement.

PRINT NAME _____

SIGNATURE _____

DATE _____

New Employees / Frequently Asked Questions

1. *Will I receive the subsidy if I did not contribute for the required fifteen (15) years?*

Employees hired on or after July 1, 1998

Participants of the Retirees Health Benefit Plan will be eligible to receive the subsidy if they have participated in the plan for fifteen (15) years.

2. *Can I receive the subsidy if I paid premiums for 17 years before retirement and cannot afford to purchase private coverage?*

If you did not purchase coverage, you do qualify to receive reimbursement of medical expenses not covered by any other private or government plan upon submission of receipts. The maximum per year is \$872.08 (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University employees) or

\$612.90 (LUSU members) or \$728.85 (grant employees and Thorneloe University employees) for single or \$1,417.13 (LUFA, LUAPSA, and Executive members, University of Sudbury and Huntington University employees) or \$1,225.75 (LUSU, grant employees, and Thorneloe University employees) for family.

3. *I was hired after implementation of the RHBP at age 47, elected to contribute to the RHBP, and will be retiring at age 55. Will I be eligible to receive the subsidy?*

No, you are not eligible. Although you will have met the retirement age criterion, you do not meet the fifteen (15) year contribution requirement. You would be required to work until age 62 to receive the benefit.

4. *What happens if I resign from my employer before age 55?*

If you resign from your employer prior to retirement, you are not entitled to receive the subsidy from the Retirees Health Benefit Plan. Example: An employee, age 27, elects to participate in the Retirees Health Benefit Plan and leaves the University after twenty (20) years of participation. The employee has not retired; the employee will not receive the subsidy.

5. *Am I eligible to participate in the Retirees Health Benefit Plan?*

All full-time employees are eligible to participate in the Retirees Health Benefit Plan. Although you may not currently be enrolled in the Hospital, Extended Medical and/or Dental plans, you may opt to participate in this plan so that you may receive the subsidy at retirement, providing you meet the eligibility conditions.

6. *My spouse works for an employer that has a plan. Can I receive the subsidy toward her/his premiums?*

No, we will not subsidize a group plan. If you purchase enhanced private coverage you may submit the receipts for those premiums. However, you will be entitled to the subsidy if you enjoy coverage with your spouse who is also retired from his/her employment and is required to pay 100% of the cost to retain the benefit package with his/her employer until his/her normal retirement date.

7a. *Will I be eligible to receive the subsidy if I retire at 55 and am employed for 5 years by another employer who has a group plan?*

You would not be eligible until you leave the second employer, and must meet the eligibility requirements outlined by the plan.

7b. *Will I be eligible to receive the subsidy if I retire at 55 and am employed for 5 years by another employer who has NO group plan?*

You would be eligible to receive the subsidy if you meet the eligibility requirements.

8. *Although I am the employee and qualify for the subsidy-at-retirement, the private family coverage was purchased in my spouse's name. Do I qualify?*

Yes, providing you submit the receipts for the premiums paid for the private coverage and documentation showing you as covered by that policy.

9. *An employee is hired as a grant employee. The employee assumes he/she will work for five years, therefore, elects to opt-out of the RHBP. The duration of the employment is 18 years. The employee subsequently retires. Would the employee be eligible to receive the subsidy?*

Although the employee retired, he/she would not be eligible because he/she had not contributed to the RHBP.

This is Exhibit "C" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

SCHEDULE "A"
COMPENSATION CLAIMS METHODOLOGY

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Compensation Claims Process Order.
2. This Schedule sets out the methodology for calculating all Compensation Claims and includes without limitation, claims of active Employees as of the date of the Compensation Claims Process Order ("Active Employee"), Employees whose employment with the Applicant was terminated by the Applicant or who received notice of termination of employment between the Filing Date and the date of the Compensation Claims Process Order ("Terminated Employees"), former employees whose employment with the Applicant ended on or before the Filing Date, other than Retirees ("Former Employees") and retirees who retired from employment with the Applicant and were eligible to receive Registered Pension Plan payments or to make claims under the RHBP prior to the Filing Date ("Retirees").
3. Any claim of Active Employees, Terminated Employees, Former Employees, or Retirees that is not a Compensation Claim must be filed in accordance with the Claims Process Order.
4. The methodology set out in this Schedule has primarily been based upon the provisions of applicable collective agreements, employment contracts, terms and conditions of employment, or internal policies. However, in the case of any difference as between this Schedule and any applicable agreement, contract or policy, the specific methodology set out in this Schedule shall govern.
5. The methodology set out in this Schedule has been established solely for the purpose of determining Compensation Claims within the Compensation Claims Process. For greater certainty, this methodology shall not otherwise be used to establish any precedent for future employee related entitlements following the emergence of LU from the CCAA proceeding.

Part I – Termination and Severance Claim Methodology

6. The methodology set forth in this Part I (the "Termination and Severance Claim Methodology") shall be utilized to calculate termination and severance claims of Terminated Employees ("Termination and Severance Claim").

A. LUFA and Academic Senior Leaders

7. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUFA and the Applicant (the "LUFA CA") (the "LUFA Terminated Employees") will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, each LUFA Terminated Employee shall be entitled to a

Termination and Severance Claim equal to an amount of base salary calculated as follows:

- (i) 12 months' notice less working notice or pay in lieu of (the "LUFA Notice Claim"); plus
- (ii) 6 months base severance plus 1 month severance for each year of service (rounded to the nearest whole year) (the "LUFA Severance Claim");

(LUFA Notice Claim and LUFA Severance Claim together, the "LUFA Notice and Severance Claim").

- (b) Subject to any cap or other limitations provided for herein, no tenured LUFA Terminated Employees will receive less than 18 months LUFA Severance Claim.
- (c) Subject to any cap or other limitations provided for herein, LUFA Terminated Employees in their probationary period at the date of termination: i) with less than 3 years service will receive no less than 9 months LUFA Severance Claim; and ii) with 3 years or more service will receive no less than 18 months LUFA Severance Claim.
- (d) For purposes of the calculation of the LUFA Severance Claim, years of service shall be calculated for the period from the date of full-time LUFA employment to the date of termination for such LUFA Terminated Employee.
- (e) For purposes of the calculation of the LUFA Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination (being April 30, 2021 or May 15, 2021 as the case may be) for such LUFA Terminated Employee.
- (f) Notwithstanding any other provisions herein, a maximum or cap shall apply to the LUFA Severance Claim or any claims arising therein, being the number of months from the completion of the notice period as reflected by the LUFA Notice Claim to the month in which such LUFA Terminated Employee reaches age 65.
- (g) To the extent a LUFA Terminated Employee was hired on the basis of a limited term, the LUFA Notice and Severance Claim shall be calculated for the period from the date of termination to the original end date of the term.
- (h) The base salary to be utilized for calculating the LUFA Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUFA Terminated Employee as at April 30, 2021.
- (i) Employees who elected to retire pursuant to the Retirement Incentive Program set out in the LUFA Term Sheet and announced on March 28, 2021 (excluding those individuals who previously gave notice of retirement or resignation prior to

electing to retire pursuant to the Retirement Incentive Program) are eligible for a LUFA Notice and Severance Claim as provided for herein.

- (j) LUFA Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 (including those that subsequently elected to retire pursuant to the Retirement Incentives Program) will have their LUFA Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (k) Recall Rights: To the extent a LUFA Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUFA Notice and Severance Claim will be reduced to any base salary for the period from the date of termination to the date of the recall.
- (l) Employee Benefits Claim: a claim for loss of all employee benefits including but not limited to, pension accruals, group insurance, medical, dental and similar benefits, but excluding RHBP, SuRP, and vacation pay ("Employee Benefits") shall be calculated at a rate of 13.69% of the amount provided for in the LUFA Notice and Severance Claim.
- (m) Employee Overload Teaching Credits Claim: A claim for accrued and unpaid overload teaching credits as at the LUFA Terminated Employee's date of termination calculated as follows:
 - (i) Total number of overload teaching credits existing as at April 30, 2021, pursuant to the books and records of the Applicant, multiplied by \$1,777.67 (\$5,333 for every three credits).
- (n) Other Employee Claims or Benefits: The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUFA Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, Pre-Filing Grievance Claim or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUFA Terminated Employee's prior employment with, or termination from the Applicant, or any amendments to the terms and conditions of employment provided for in the LUFA Term Sheet (inclusive of the Pension Term Sheet dated April 7, 2021 (the "Pension Term Sheet")), including amendments to the LUFA CA or the Registered Pension Plan.
- (o) Any RHBP Claim of a LUFA Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (p) Any SuRP Claim of a LUFA Terminated Employee shall be as provided for in the SuRP Claim methodology section herein.

- (q) Any Vacation Claim of a LUFA Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (r) Any Grievance Award Claim shall be as provided for in the Grievance Award Claim Methodology section herein.
- (s) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.
- (t) Any Employment/Professional/Research Allowances shall be zero as provided for in the Employment/Professional/Research Allowances Methodology section herein.

B. Academic Senior Leaders

- 8. The Termination and Severance Claims of Academic Senior Leaders, who had the right to return or join the faculty upon the termination of their appointment as an Academic Senior Leader (the “Terminated Academic Senior Leaders”) shall be calculated in accordance with the LUFA Termination and Severance Methodology above.

Administrative Leave – Terminated Academic Senior Leaders Claim

- 9. Terminated Academic Senior Leaders previously entitled to administrative leave based on the Senior Leaders Terms and Conditions with Laurentian University dated June 21, 2019 shall have an Administrative Leave Claim calculated as:
 - (a) the base salary for the period of their unused accrued academic leave as at April 30, 2021 (the “Accrued Leave Period”).
 - (b) the base salary to be utilized for calculating the Administrative Leave Claim shall be the base salary as at April 30, 2021 of the Terminated Academic Senior Leader.
 - (c) Benefits Claim: a claim for loss of Employee Benefits, calculated at the rate of 13.69% of the base salary for the Accrued Leave Period.

C. LUSU

- 10. The Termination and Severance Claims of Terminated Employees who were members of the bargaining unit set out in the collective agreement between LUSU and the Applicant (the “LUSU CA”) (the “LUSU Terminated Employees”) will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim: Subject to any cap or other limitations provided for herein, the LUSU Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 2 months’ notice plus:

- a) in the case of LUSU Terminated Employees with greater than twenty-five (25) years of service, one hundred (100) working days' notice;
- b) in the case of LUSU Terminated Employees with greater than fifteen (15) years of service but less than twenty-five (25) years of service, eighty-eight (88) working days' notice;
- c) in the case of LUSU Terminated Employees with greater than ten (10) years of service but less than fifteen (15) years of service, sixty-six (66) working days' notice;
- d) in the case of LUSU Terminated Employees with greater than five (5) years of service but less than ten (10) years of service, forty-four (44) working days' notice; and
- e) in the case of LUSU Terminated Employees with less than five (5) years of service, twenty-two (22) working days' notice,

in all cases, less any working notice or pay in lieu of notice provided to any LUSU Terminated Employee (the "**LUSU Notice Claim**"); plus

- (ii) 3 months base severance plus 0.5 months severance for each year of service (rounded to nearest whole year), (the "**LUSU Severance Claim**");
(together, the LUSU Notice Claim and LUSU Severance Claim shall be referred to as the "**LUSU Notice and Severance Claim**").

- (b) For purposes of the calculation of the LUSU Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
- (c) For purposes of the calculation of the LUSU Severance Claim, years of service shall be calculated for the period from the continuous service date to the date of termination of such LUSU Terminated Employee plus the LUSU Notice Claim.
- (d) The base salary to be utilized for calculating the LUSU Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUSU Terminated Employee as at April 30, 2021.
- (e) LUSU Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUSU Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.
- (f) Recall Rights: To the extent a LUSU Terminated Employee is recalled for a permanent full time position during the CCAA Proceeding prior to the distribution of any amounts pursuant to a Plan, their LUSU Notice and Severance

Claim will be reduced to any base salary from the period from the date of termination to the date of the recall.

- (g) Employee Benefits Claim. The LUSU Terminated Employees shall be entitled to an Employee Benefits Claim calculated at a rate of 17.72% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUSU Severance Claim shall be based on the base salary of such LUSU Terminated Employee as at April 30, 2021 and such LUSU Terminated Employee shall not be entitled to any other Employee Benefits Claim for the period of the LUSU Severance Claim or any Employee Benefits Claim in respect of any notice claim in excess of the statutory notice period, and/or as a result of their prior employment with or termination from Laurentian.
- (h) Other Employee Claims or Benefits. The calculation provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claims of the LUSU Terminated Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Pay Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of the LUSU Terminated Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions provided for in the LUSU Term Sheet (inclusive of the Pension Term Sheet), including amendments to the LUSU CA or the Registered Pension Plan.
- (i) Any RHBP Claim of a LUSU Terminated Employee shall be as provided for in the RHBP Claim Methodology section herein.
- (j) Any SuRP claim of a LUSU Terminated Employee shall be as provided for in the SuRP Claim Methodology section herein.
- (k) Any Vacation Claim of a LUSU Terminated Employee shall be as provided for in the Vacation Claim Methodology section herein.
- (l) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

D. LUAPS

11. The Termination and Severance Claims of Terminated Employees who were LUAPS Members (the "LUAPS Terminated Employees") will be calculated as follows:
 - (a) Pay in lieu of Notice/ Severance Claim. Subject to any cap or other limitations provided for herein, the LUAPS Terminated Employee shall be entitled to a Termination and Severance Claim equal to an amount of base salary calculated as follows:
 - (i) 6 months' notice less working notice or pay in lieu of (the "LUAPS Notice Claim"); plus

(ii) 3 months base severance plus 0.5 month severance for each year of service (rounded to the nearest whole year), (the “**LUAPS Severance Claim**”)

LUAPS Notice Claim and LUAPS Severance Claim together, (the “**LUAPS Notice and Severance Claim**”).

(b) For purposes of the calculation of the LUAPS Notice Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.

(c) The base salary to be utilized for calculating the LUAPS Notice and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary of such LUAPS Terminated Employee as at April 30, 2021.

(d) LUAPS Terminated Employees who gave notice of retirement or resignation prior to April 12, 2021 will have their LUAPS Notice and Severance Claim limited to the period from the date of termination to their original planned date of retirement or resignation.

(e) Impact of rehire: To the extent an employee is rehired during the CCAA Proceedings for a permanent full time position prior to the distribution of any amounts pursuant to a Plan, their LUAPS Notice and Severance Claim will be reduced to any base salary from the period from the date of termination to the date of the rehire.

(f) Employee Benefits Claim. The LUAPS Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The LUAPS Severance Claim and any Notice Claim in excess of the statutory notice period shall be based on only the base salary of such Terminated LUAPS Employee as at April 30, 2021, and the Terminated LUAPS Employees shall not be entitled to any other Employee Benefits Claim for the period of the LUAPS Severance Claim or Employee Benefits Claim in respect of any Notice Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

(g) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full Termination and Severance Claim of the LUAPS Terminated Employee. For clarity, other than any potential RHPB Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided regarding any other employee benefits or claims in respect of LUAPS Terminated Employee’s prior employment with or termination from the Applicant or any amendments to the terms and conditions of employment including those set out in the LUAPS Terms and Conditions, the Pension Term Sheet, including amendments to the Registered Pension Plan.

- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.
- (i) Any SuRP claim shall be as provided for in the SuRP/ISuRP Claim Methodology section herein.
- (j) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (k) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

E. Other Non-Unionized Employees and Executives

- 12. The Termination and Severance Claims of non-unionized Terminated Employees (other than LUAPS members) who were terminated or received notice of termination after the Filing Date (the “Non-Unionized Terminated Employees”) will be calculated in accordance with the Non-Unionized Terminated Employee’s employment agreement with the Applicant, or in the event that no employment agreement exists, in accordance with their common law entitlements or pursuant to the *Employment Standards Act* as outlined herein.
- 13. The Termination and Severance Claims of Non-Unionized Terminated Employees shall include and be calculated as follows:
 - (a) the amounts provided for in the Non-Unionized Terminated Employee’s employment agreement; or
 - (b) where there is no employment agreement, Termination and Severance Claims will be based on entitlements as assessed in accordance with common law taking into account the age, years of service, compensation and position of the Non-Unionized Terminated Employee
(the “Non-Unionized Employees Termination and Severance Claim”)
 - (c) For purposes of the calculation of the Non-Unionized Employees Termination and Severance Claim, working notice shall be calculated for the period from April 12, 2021 to the date of termination.
 - (d) The base salary to be utilized for calculating the Non-Unionized Employees Termination and Severance Claim or any claims arising pursuant to this Termination and Severance Claim Methodology shall be the base salary as at April 30, 2021 of the Non-Unionized Terminated Employee.
 - (e) Employee Benefit Claims. The Non-Unionized Terminated Employee shall be entitled to an Employee Benefits Claim calculated at a rate of 18.05% of base salary for the maximum statutory notice period of 8 weeks less working notice. The Non-Unionized Termination and Severance Claim shall be based on only the

base salary of such Non-Unionized Terminated Employee as at April 30, 2021, and the Non-Unionized Terminated Employees shall not be entitled to any other Employee Benefits Claim for the period of the Non-Unionized Employees Termination and Severance Claim in excess of the statutory notice period and/or as a result of their prior employment with or termination from the Applicant.

- (f) Other Employee Claims or Benefits. The calculations provided for in this Termination and Severance Claim Methodology shall constitute the full entitlement owing to the Non-Unionized Employees. For clarity, other than any potential RHBP Claim, SuRP Claim, Vacation Claim, or Pension Plan Claim, as applicable and as set out in this Schedule, no additional claim shall be provided in respect of any other employee benefits or claims in respect of Non-Unionized Employee's prior employment with or termination from the Applicant, or any amendments to terms and conditions of employment adopted by the Applicant including as set out in the Pension Term Sheet including amendments to the Registered Pension Plan.
- (g) Any Vacation Claim shall be as provided for in the Vacation Claim Methodology section herein.
- (h) Any RHBP Claim shall be as provided for in the RHBP Claim Methodology section herein.
- (i) Any SuRP Claim shall be as provided for in the SuRP Claim Methodology Section herein.
- (j) Any Pension Plan Claim shall be zero as provided for in the Pension Plan Claim Methodology section herein.

F. Active Employees

14. As appropriate, the Termination and Severance Claim Methodology will apply to Active Employees or employees who receive notice of termination subsequent to April 12, 2021 in the event that they become Terminated Employees as a result of termination of their employment without just cause, with such modifications to reflect the relevant date of termination, including salary as of the date of termination and working notice period, as applicable.

G. Salary Continuance

15. Where a Former Employee was party to a salary continuance or benefit continuance agreement with the Applicant as at the Filing Date, and such salary continuance or benefit continuance was stayed as a result of the CCAA Proceedings, such Former Employee shall be entitled to a Salary and/or Benefit Continuance Claim calculated as:
 - (a) In terms of a claim for salary continuance, the present value calculation of the remaining salary owing to the extent provided for in the salary continuance

agreement discounted at a rate of 4% until the end of the period stated in the agreement.

- (b) In terms of a claim for benefit continuance (including early retirement supplement), the present value calculation of the remaining benefits to the extent provided for in the benefit continuance agreement discounted at a rate of 4% until the end of the period in the agreement and calculated based on the cost to LU of providing the benefit at the commencement of the period.
- (c) For either a Salary and/or Benefit Continuance Claim, only agreements with a remaining term greater than 2 years will be discounted. Agreements with a remaining term of less than 2 years will not be discounted.
- (d) For greater certainty, there shall be no Salary and/or Benefit Continuance Claim in respect of ongoing pension accrual on and after the Filing Date.

Part II – Vacation Claim Methodology

Vacation Claim – Terminated Employees

- 16. The methodology set forth in this Part II (the “**Vacation Claim Methodology**”) shall be utilized to calculate any potential vacation claims (“**Vacation Claims**”) of Terminated Employees.
- 17. Subject to the provisions herein, Terminated Employees shall be entitled to a Vacation Claim calculated as the daily base salary (determined by taking the base salary and dividing by 260) multiplied by the outstanding number of days of vacation that such Terminated Employee has accrued on or before the Filing Date in accordance with the collective agreement, employment agreement, LU terms and conditions or LU vacation policy for such employee, and not otherwise paid for and/or time taken for vacation purposes.
- 18. For LUFA Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) no carry forward from the period prior to June 30, 2020 unless prior written approval provided in accordance with the collective agreement and/or Senior Leader Terms and Conditions; and
 - (b) vacation accrued from July 1, 2020 - January 31, 2021, less amounts/time taken during this time period.
- 19. For LUSU Terminated Employees, LUAPS Terminated Employees and Non-Unionized Terminated Employees, the Vacation Claim shall be calculated as follows:
 - (a) the vacation entitlement earned in the period from July 1, 2019 to June 30, 2020,
 - (b) plus vacation accrued from July 1, 2020 to January 31, 2021,

(c) less amounts / time taken subsequent to July 1, 2020.

20. The base salary to be utilized for calculating the Vacation Claim shall be the base salary of the Terminated Employee as at April 30, 2021.

21. If an Employee resigns or retires after the Filing Date and during the duration of the CCAA Proceedings, any vacation entitlements accruing prior to the Filing Date and owing to the Employee during the CCAA Proceedings shall be dealt with in accordance with this Vacation Claim Methodology.

Post Filing Vacation Pay

22. Any vacation pay accrued from and/or payable after the Filing Date to the date of termination (the “Post CCAA Vacation Period”) has been paid to Terminated Employees as of July 9, 2021, and as such no Vacation Claim exists for the post filing time period.

23. Where it was determined by the Applicant and Monitor that the Terminated Employee, after the Filing Date, used more vacation time than they had accrued during the Post CCAA Vacation Period, the Vacation Claim shall be reduced accordingly by the number of vacation days taken in excess of the vacation entitlement accrued for the Post CCAA Vacation Period.

Part III – RHBP Claim Methodology

24. The methodology set forth in this Part III (the “RHBP Claim Methodology”) shall be utilized to calculate any Compensation Claims related to the termination of the RHBP (“RHBP Claims”).

RHBP Claims – LU Retirees

25. LU Retirees or the surviving spouses of LU Retirees who, as of April 30, 2021, had an entitlement to benefits under the RHBP will have a RHBP Claim calculated as follows: the present value as at April 30, 2021 based on the Maximum Annual Benefit permitted for the Retiree, for i) if the primary member is still living - the greater of the number of years remaining to age 90 or 3 years, or ii) if the primary member is deceased, the remaining benefit term for the surviving spouse being 2 years from the date of death of the primary member, using a discount rate of 4%.

26. The Maximum Annual Benefits to be utilized for purposes of the RHBP Claim shall be based upon the current maximum annual benefits as follows, adjusted going forward for an annual increase of 1.7%:

(a) LUFA Members: \$1,587/\$977 for family plan and single plans, respectively;

(b) LUSU Members: \$1,373/\$686 for family plan and single plans, respectively;

- (c) LUAPS Members: \$1,587/\$977 for family plan and single plans, respectively;
- (d) Executives Members: \$1,587/\$977 for family plan and single plans, respectively;
- (e) Non-Unionized Employees: \$1,373/\$816 for family plan and single plans, respectively.

27. For greater clarity, LU Retirees do not include retirees of any Third Parties.

RHBP Claims – Terminated Employees

A. LU Terminated Employees

28. For LU Terminated Employees who were eligible to receive benefits under the RHBP as of April 30, 2021, as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees using the date of termination as the commencement of their benefit term.

29. To be eligible to receive benefits under the RHBP as of April 30, 2021, LU Terminated Employees must have met the following criteria:

- (a) LU Terminated Employees must have made at least 15 years of contributions to the RHBP; and
- (b) LU Terminated Employees must be at least 55 years of age as of April 30, 2021.

30. For LU Terminated Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Terminated Employees will be zero.

31. For greater clarity, LU Terminated Employees do not include terminated employees of any Third Parties.

B. Active LU Employees

32. For LU Active Employees, who are not LU Terminated Employees or LU Retirees, and were eligible to receive benefits under the RHBP as of April 30, 2021 as outlined below, the RHBP Claim will be calculated using the same methodology as the LU Retirees.

33. For greater certainty, to be eligible to receive benefits under the RHBP as of April 30, 2021, LU Active Employees must have met the following criteria:

- (a) LU Active Employees must have made at least 15 years of contributions to the RHBP; and
- (b) LU Active Employees must be at least 55 years of age as of April 30, 2021.

34. The RHBP Claim for LU Active Employees is based on the assumption that age 65 is the commencement of the benefit term for LUFA Members and Senior Leadership Members

(as defined in the Registered Pension Plan) and that age 62 is the commencement of the benefit term for all other Active Employees.

35. For LU Active Employees who were not eligible to receive benefits under the RHBP as of April 30, 2021 as outlined above, the RHBP Claim for such LU Active Employees will be zero.
36. For greater clarity, LU Active Employees do not include active employees of any Third Parties.
37. Former Employees: for greater certainty there shall be no RHBP Claim in respect of Former Employees other than LU Retirees as set out above.

C. Third Parties

38. The methodology with respect to Third Party RHBP Claims continues to be under discussion among LU and the Third Parties and will be subject to further Order of the Court.

Part IV – SuRP Claim Methodology

39. The methodology set forth in this Part IV (the “**SuRP Claim Methodology**”) shall be utilized to calculate any Compensation Claim related to the termination of the SuRP (“**SuRP Claims**”).

A. Retirees and Former Employees

40. For Retirees who were entitled to receive SuRP benefits under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the Retiree shall be entitled to a SuRP Claim calculated as follows:

the present value of: (i) the annual payment amount due under the SuRP as determined by Eckler Ltd., Laurentian’s SuRP actuary, in accordance with the terms of the Laurentian University Supplemental Retirement Plan text, and (ii) the number of payment years remaining, calculated using a discount rate consistent with the interest rates (the “Select” and “Ultimate” rates calculated based on the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values) used by Eckler Ltd. for purposes of converting the Retiree’s pension streams to an immediate lump sum payment as at the individual’s retirement date.

41. For Former Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees described below.

B. LU Terminated Employees

42. For LU Terminated Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as at April 30, 2021, the SuRP Claim will be

calculated by Eckler Ltd. on a lump sum basis, based on a settlement date of April 30, 2021. In particular, the SuRP Claim is equal to the difference between the value that would have been paid from the Registered Pension Plan if the income tax limits applicable to registered pension plans did not apply, and what would be actually payable from the Registered Pension Plan. The assumptions used to calculate the value of the SuRP Claim are:

- (i) The member's age at April 30, 2021;
- (ii) Interest rates used to convert the pension to an immediate lump sum: 1.9% for 10 years; 3.5% thereafter;
- (iii) Inflation rates used for pension escalation adjustments: 1.1% for 10 years; 2.0% thereafter;
- (iv) Mortality Table: CPM2014 with generational projection using improvement scale CPM-B (60% male / 40% female);
- (v) Form of pension: lifetime with 10-year guarantee;
- (vi) Pension commencement age: 50% probability that pension will commence at the age that maximizes the commuted value; 50% probability that pension will commence at the earliest age at which the member would be entitled to an unreduced lifetime pension;
- (vii) The maximum registered pension allowed under the *Income Tax Act* is assumed to increase by 2.1% for 10 years; 3.0% thereafter.

43. For greater clarity, this calculation represents the SuRP entitlement that has been earned, if any, as of April 30, 2021 based upon years of service and earnings as of April 30, 2021 utilizing the maximum registered pension plan income tax limit as forecast for the year the LU Terminated Employee attains age 62.

C. Active Employees

44. For Active Employees who were entitled to a benefit under the Laurentian University Supplemental Retirement Plan as of April 30, 2021, the SuRP Claim will be calculated using the same methodology as the LU Terminated Employees.

D. Individual Supplemental Pension Claim Methodology

45. For a Former Employee or Active Employee entitled to a SuRP under the terms of an individual contract of employment (ISuRP), the individual shall be entitled, in addition to any SuRP Claim described above, to a further SuRP claim calculated as follows:

- (a) For a Former Employee, the ISuRP entitlement calculated as at the Former Employee's last day of employment, as determined by Eckler Ltd. in accordance

with the terms and conditions of the individual employment agreement of the Former Employee, plus interest at 1.7% per annum to the Filing Date;

(b) For an Active Employee, the ISuRP entitlement earned based on earnings and service credited as at April 30, 2021 as determined by Eckler Ltd. in accordance with the terms and conditions of the individual employment agreement of the Active Employee.

Part V – Grievances Award Claim Methodology

46. Laurentian and LUFA, with the assistance of the Monitor and Mediator/Arbitrator William Kaplan, have reviewed all Grievances filed by LUFA in respect of any matter that is based in whole or in part on facts existing prior to the Filing Date, related to a time period prior to the Filing Date, or arising as a result of the restructuring of the Applicant prior to the date of this Order, including for greater certainty any grievance related to the Union Restructuring Agreements (“Pre-Filing Grievances”).
47. All Pre-Filing Grievances have been resolved and/or a process agreed to have the Pre-Filing Grievances determined.
48. Where Pre-Filing Grievances have resulted in monetary Claims to be allocated to an individual LUFA Member pursuant to Awards/Settlements as a result of the resolution process set out above, such individual shall have a Grievance Award Claim as awarded / allocated.

Part VI - Section 33 Claims / Other Union Claims / Changes to Future Compensation

49. This Compensation Claims Methodology sets out all Compensation Claims arising as a result of the restructuring of the Applicant that may be made by Active Employees, Terminated Employees, Former Employees and Retirees.
50. For greater certainty, no further Compensation Claims exist, including but not limited to : (i) claims by the Unions pursuant to section 33 of the CCAA, (ii) any concessions provided/amendments to collective agreements negotiated during the CCAA, or (iii) any changes to policies or terms of employment of any Active Employees, Terminated Employees, Former Employees and Retirees.

Part VII – Pension Plan Claim

51. No Compensation Claims exist in respect of amendments made to the Registered Pension Plan for any Person.
52. No Compensation Claims exist in respect of the administration of commuted value payments, including the payment of commuted values in installments, under the Registered Pension Plan.

Part VIII - Employment / Professional / Research Allowances

53. Carry-forward, accrued but unused Employment/Professional/Research Allowances as at April 30, 2021 have been reduced to zero in accordance with the LUFA Term Sheet and LU amended policy. For Active Employees, Allowances accruing thereafter may be used during the course of employment in accordance with the LUFA Term Sheet and/or changes to existing terms and conditions of employment. In respect of Active, former or Terminated Employees, or Active Employees terminated during the course of the CCAA Proceedings, no Compensation Claims exist in respect of accrued but unused Employment / Professional / Research Allowances as of April 30, 2021, or in respect of any time period prior to the individual's date of termination.

This is Exhibit "D" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

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

DIRECTORS AND OFFICERS CLAIM

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	LAURENTIAN UNIVERSITY FACULTY ASSOCIATION / ASSOCIATION DES PROFESSEURES ET PROFESSEURS DE L'UNIVERSITE LAURENTIENNE
Full Mailing Address of Creditor:	Room P-628 Ramsey Lake Road Sudbury, ON P3E 2C6
Telephone Number of Creditor:	705-675-1151 ext. 4290
E-mail Address of Creditor:	lstpierre@lufappul.org fcolin@lufappul.org
Attention (Contact Person):	Linda St. Pierre – Chief Steward Fabrice Colin - President

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

(a) Have you acquired this Claim by assignment? Yes No X
(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 PRESIDENT _____ 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.	DIRECTORS AND OFFICERS CLAIM	SEE ATTACHED SCHEDULE "A" FOR PARTICULARS.
2.		\$
TOTAL AMOUNT OF CLAIMS		\$

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

Total Unsecured Claim of \$ _____

Total Secured Claim of \$ _____

DIRECTORS AND OFFICERS – SEE ATTACHED

In respect of this debt, I hold security over the assets of LU valued at \$NIL / NOT APPLICABLE, 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) days following the date on which the Monitor sends a Claims Package with respect to such Restructuring Claim.

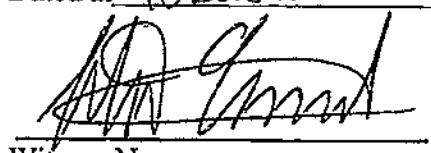
For D&O Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the D&O Claims Bar Date (July 30, 2021).

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 30th day of July, 2021.



Witness Name:

Steve Camilleri

Name of Creditor: LUFA / APPUL

Signature of Creditor:



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

Name: Charles Sinclair

Title: Lawyer for LUFA / APPUL

SCHEDULE "A" TO DIRECTORS AND OFFICERS CLAIM
OF LAURENTIAN UNIVERSITY FACULTY ASSOCIATION / ASSOCIATION DES
PROFESSEURES ET PROFESSEURS DE L'UNIVERSITE LAURENTIENNE

1. Laurentian University Faculty Association ("LUFA") claims, on its own behalf and on behalf all of its members and former members who are active or former employees (including retirees) of Laurentian University of Sudbury ("Laurentian"), Huntington University ("Huntington"), Thormeloe University ("Thorneloe"), the University of Sudbury ("U of S"), the SNO Lab and MIRARCO research centres and the Centre for Excellence in Mining Innovation (collectively, the "Claimants"), against all current and former directors and officers of Laurentian from July 1, 1998 to date (the "Directors and Officers") for damages arising out of:
 - a. the misuse and loss of Retirees Health Benefit Plan ("RHBP") trust funds;
 - b. the misuse and loss of funds awarded to Claimants by one or more of the three government granting agencies (and any other external sources of funding) for purposes described and approved in each grant award (including such expenses as research costs, equipment leases, researcher and grad student salaries etc.);
 - c. the loss by Claimants of Laurentian University Research Fund ("LURF") benefits;
 - d. the loss by Claimants of professional development allowances;
 - e. the loss of sabbatical credits accumulated by Claimants who were terminated during the period that the stay of proceedings imposed pursuant to Laurentian's filing under the *Companies' Creditors Arrangement Act* (the "CCAA") was in effect; and

- f. the extraordinary expenditures by LUFA, on behalf of its members (current and former) and retirees at Laurentian, Huntington, Thorneloe and U of S, of professional fees incurred by necessity to respond to the CCAA proceedings initiated by Laurentian.
2. The Directors and Officers against whom the Claimants are advancing the within claim include the current members of Laurentian's Board of Directors and the following individuals (amongst others):
 - a. Floyd Laughren;
 - b. Michael Atkins;
 - c. Jennifer Witty;
 - d. Claude Lacroix;
 - e. Dominic Giroux;
 - f. Pierre Zundel;
 - g. Robert Haché;
 - h. Carol McAulay; and
 - i. Lorella Hayes.

A. RHBP

(i) Background

3. The RHBP is a retirement benefits plan available to employees of Laurentian, Huntington, Thorneloe, U of S, the SNO Lab and MIRARCO research centres, and the Centre for Excellence in Mining Innovation. A copy of the RHBP Policy is enclosed at Tab 1.
4. According to Laurentian President Robert Haché (“Mr. Haché”), as of January 30, 2021, there were 866 employees contributing to the RHBP but not yet collecting benefits, and 358 retirees who were eligible to collect RHBP benefits. See the Affidavit of Robert Haché, from the Application Record of Laurentian returnable February 1, 2021 (the “Haché Affidavit”), para. 164. A copy of the Haché Affidavit (without exhibits) is enclosed at Tab 2.
5. The RHBP was funded by monthly premium contributions from participating employees and annual contributions from Laurentian, Huntington, Thorneloe and the U of S.
6. Pursuant to the terms of the RHBP Policy, Laurentian was required to establish a trust account and to deposit all RHBP contributions into the trust account.
7. As admitted by Mr. Haché, Laurentian did not establish a trust account in respect of the RHBP and deposited RHBP contributions into Laurentian’s general operating bank account (Haché Affidavit, para. 169). Laurentian estimated that the RHBP accrued benefit obligation was approximately \$7.2 million as of April 30, 2020 (Haché Affidavit, para. 169).

8. The failure of the Directors and Officers to segregate the RHBP contributions into a separate trust account is confirmed by the Monitor. See for example the excerpt from the Monitor's Third Report to the Court dated April 26, 2021 which is enclosed at Tab 3.
9. As of February 1, 2021, when the University commenced proceedings under the CCAA, the RHBP was entirely unfunded.
10. As a result of Laurentian's misuse of RHBP contributions, which resulted in the complete depletion of RHBP funds, the RHBP was eliminated on April 5, 2021, in connection with the CCAA proceedings.

(ii) The Claim

11. LUFA claims, on its own behalf and on behalf of the Claimants, against the Directors and Officers, jointly and severally, for breach of fiduciary duty, breach of trust, knowing assistance of breach of trust, negligent and fraudulent misrepresentation, and breach of contract.
12. The legal grounds for LUFA's claim are as follows:

- a. **Breach of Fiduciary Duty:** The Directors and Officers were responsible for overseeing and/or managing the RHBP. The Directors and Officers had the ability to, and did in fact, exercise power, discretion and control over the RHBP. They were obligated pursuant to the RHBP Policy to create a trust account for the RHBP contributions and administer that account as trustees for the benefit of the Claimants. The Directors and Officers' power, discretion and control over the RHBP affected the Claimants' legal and practical interests as participants in the

RHBP. The Claimants relied on the Directors and Officers to hold the RHBP contributions in trust and administer them in accordance with the RHBP Policy. The Claimants were vulnerable to or at the mercy of the Directors and Officers with respect to the management of the RHBP and the use of their RHBP contributions. As such, the Directors and Officers owed a fiduciary duty to the Claimants *qua* RHBP participants. The Directors and Officers' fiduciary duty to the Claimants included a duty to act honestly, loyally and in good faith and to exercise prudence, care and skill in the administration of the RHBP. The Directors and Officers breached their fiduciary duty by 1) failing to establish a trust account, 2) failing to deposit RHBP contributions into a trust account, and 3) allocating RHBP funds to Laurentian's general operating account and depleting the RHBP funds without the knowledge or consent of the Claimants. The Directors and Officers' misconduct deprived the Claimants of RHBP benefits.

- b. **Breach of Trust/Knowing Assistance:** The Directors and Officers were trustees of the RHBP. The Directors and Officers are liable to the Claimants for breach of trust by virtue of the acts and omissions outlined in paragraph 10(a) above. In the alternative, if the Directors and Officers were not trustees, the Directors and Officers knowingly assisted the trustee(s) of the RHBP in breach of trust. The Directors and Officers had knowledge of the existence of the RHBP and of the requirement to deposit RHBP funds into a trust account. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the failure of the trustee(s) to establish a trust. The Directors and Officers had knowledge of (or were reckless or willfully blind with respect to) the depositing of RHBP funds into

the general operating account, which act exposed the RHBP participants to a risk that was not authorized under the RHBP Policy. Further, the Directors and Officers knew of (or were reckless or willfully blind to) the depletion and use of the RHBP funds for purposes other than the provision of benefits pursuant to the RHBP Policy. The Directors and Officers participated or assisted in this dishonest scheme by, *inter alia*: 1) reviewing and approving Laurentian's financial statements; 2) reviewing and approving the improper expenditure of RHBP funds; and 3) failing to disclose and/or concealing the misuse of the RHBP funds from the Claimants.

c. **Negligent and/or Fraudulent Misrepresentation:** The Directors and Officers disseminated false and/or misleading information about the RHBP Policy, including but not limited to the "Memo to New Employees re RHBP" (enclosed at Tab 3), representing that the RHBP contributions would be deposited into a trust account, that the funds would be used for the purpose of providing benefits to eligible participants, and that the RHBP had sufficient funds to cover its benefit obligations. These representations were materially misleading because, *inter alia*: 1) the RHBP contributions were not deposited in a trust account; 2) as a result of the failure to properly segregate the RHBP contributions, the contributions were subject to an undisclosed risk of depletion for purposes other than providing the promised benefits; 3) the RHBP contributions were being used for purposes other than providing the promised benefits; and 4) the RHBP did not have sufficient funds to cover its benefit obligations. The Directors and Officers knew or should have known that the representations to the Claimants about the RHBP were materially misleading. It was reasonably foreseeable that the Claimants would rely on these

representations and the Claimants' reliance on them was reasonable in the circumstances. The Claimants relied on the Directors and Officers' misrepresentations to their detriment by electing to participate in and contribute to the RHBP while the Directors and Officers failed to secure and properly segregate the funds and likewise depleted the funds and/or allowed the funds to be depleted for reasons other than providing the promised RHBP benefits. The Directors and Officers breached the duty of care owed to the Claimants by making the above-outlined material misrepresentations.

- d. **Breach of Contract:** The terms of the RHBP Policy required Laurentian to establish a trust account and to deposit all RHBP contributions into the trust account. The Directors and Officers breached the RHBP Policy by failing to cause Laurentian to establish a trust account and to set aside RHBP contributions, resulting in the Claimants' loss of RHBP benefits.

(iii) Amount Claimed

13. LUFA seeks damages in the amount of ~~\$12.8 million~~ representing 1) the present value of future benefits (for Claimants who were eligible to receive RHBP benefits as of April 30, 2021) and 2) the value of each Claimant's lost prospective benefit, or the value of their total aggregate individual contributions to the RHBP, whichever is greater (for Claimants who were not eligible to receive RHBP benefits as of April 30, 2021).
14. In the alternative, in the June 16, 2020 Actuarial Report of Eckler Ltd. ("Eckler") in respect of the RHBP for the period May 1, 2019 to April 30, 2020, Eckler (Tab 4) ascribed the following values to (a) the loss of the surplus or excess contributions received from the

employees of each of Laurentian (\$1,766,753), SNO Lab (\$39,821), Huntington (\$41,080), Thorneloe (\$40,774) and University of Sudbury (\$111,595), and (b) the defined benefit obligation of each of these entities:

Summary of Main Disclosure Result for the Year Ending April 30, 2020

The key financial information for the fiscal year ending April 30, 2020 is summarized as follows:

	Laurentian	SNOI	Huntington	Thorneloe	U of S	RHBP Total
Defined cost/(income)	\$242,640	\$14,109	\$4,197	\$7,005	\$17,896	\$285,847
Fair value of plan assets	\$1,768,753	\$39,821	\$41,080	\$40,774	\$111,595	\$2,002,023
Defined benefit obligation	\$7,206,000	\$152,209	\$123,131	\$168,847	\$416,134	\$8,056,321
Defined benefit asset/(liability)	(\$5,437,247)	(\$112,386)	(\$82,051)	(\$128,073)	(\$304,539)	(\$6,064,298)
Employer contributions	\$147,596	\$2,859	\$2,746	\$2,727	\$5,616	\$161,544
Employee current service contributions	\$154,555	\$2,993	\$3,146	\$3,109	\$6,694	\$170,497
Employee past service contributions	\$0	\$0	\$0	\$0	\$0	\$0

15. In the alternative to the amount claimed in paragraph 13 above, the Claimants claim the value of the defined benefit obligation (\$6,064,298) described in the table above brought forward to July 30, 2021 (plus interest) against the Directors and Officers.

16. In the further alternative, the Claimants seek damages in an amount to be determined by a court-appointed actuary, calculated as follows:

- a. for Claimants (retired or terminated) who were eligible for RHBP as of April 30, 2021, damages equal to the present value of future benefits based on the following assumptions:
 - i. average life expectancy for primary member is 90 years old;
 - ii. remaining benefit term assumes greater of 3 years or number of years to age 90;
 - iii. if primary member already deceased, remaining benefit term for spouse is 2 years from the date of death of primary member;

- iv. annual benefit for all Claimants except grant-funded employees: \$1,587/\$977 for family plan and single plans, respectively;
- v. annual benefit for grant-funded Claimants: \$1,373/\$816 for family plan and single plans, respectively;

b. for Claimants (active) who were eligible for RHBP as of April 30, 2021, damages equal to the present value of future benefits based on the assumptions in subparagraph (a) above and assuming that the Claimants begin claiming future benefits at age 62; and

c. for Claimants who were not eligible to receive RHBP benefits as of April 30, 2021, damages based on the value of each Claimant's lost prospective benefit, or the value of their total aggregate individual contributions to the RHBP, whichever is greater.

B. MISUSE / LOSS OF RESEARCH / GRANT FUNDS

17. Laurentian was holding research funds on behalf of the Claimants, awarded to them by one or more of the Tri-Agencies (as that term is defined in the Haché affidavit sworn January 30, 2021), as well as other external sources of funding, for purposes described and approved in each grant award (including such expenses as research costs, equipment leases, researcher and grad student salaries etc.).

18. As is set out in the Haché affidavit (paras. 246-247), the funds received in respect of the Claimants from the Tri-Agencies and other external sources was not deposited into a separate, designated account but was instead deposited into Laurentian's main operating account. Haché confirmed that these funds were spent and that Laurentian has insufficient funds available to it to satisfy the obligations to the Claimants to whom these funds were awarded.

19. The amount of research funds held by Laurentian as at January 30, 2021 (the day prior to the CCAA filing) is not known to LUFA but is within the knowledge of Laurentian and/or the Monitor. LUFA claims that its members have lost grant monies because Laurentian failed to segregate the funds into a separate account and improperly and negligently used these funds to satisfy operating obligations. The loss of these research / grant funds by Laurentian is material and devastating to LUFA's members (Claimants) who will be unable to conduct their previously-planned research activities which will have a detrimental impact on their careers and their standing in their respective academic communities.
20. The Claimants claim damages against the Directors and Officers for the loss of these funds on the basis of the following causes of action: breach of fiduciary duty, breach of trust / knowing assistance, negligent and/or fraudulent misrepresentation, negligence and/or breach of contract.

C. LAURENTIAN UNIVERSITY RESEARCH FUND ("LURF")

21. The LURF was a benefit negotiated by LUFA on behalf of its members, provided and funded by Laurentian as required by Section 6.25 of the 2017-2020 LUFA collective agreement. Only LUFA full-time faculty members (excluding sessionals and Master Lecturers) were eligible. The primary purpose of the LURF was to help full-time faculty members at Laurentian enhance scholarly productivity with the objective of nurturing and stimulating research.
22. The LURF funded two types of projects, research and publication. Applications for research grants may include requests for funds for publication. There was no predetermined allocation of funds to either of these two types of grants. The maximum award was

\$5000.00 per member. No member shall hold LURF grants totaling more than \$5000.00 in any 24-month period and a LURF grant may only be held for a maximum of 24 months.

23. As part of the restructuring of Laurentian, the LURF was eliminated. The effect of the loss of the LURF was that active LUFA members / active faculty members of Laurentian have lost access to the LURF funds granted to them but not yet awarded.

24. LUFA claims the loss of the LURF grants to its active members which was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the CCAA. But for the actions / inactions of the Directors and Officers, LUFA's active members would have access to the LURF funds granted to them but not yet awarded. The amount of the LURF grants lost by the individual members of LUFA is within the specific knowledge of Laurentian.

25. LUFA also claims against the Directors and Officers in respect of any expenses incurred by its members pursuant to a LURF award which have not been reimbursed, the particulars of which are within the knowledge of Laurentian.

D. LOSS OF PROFESSIONAL DEVELOPMENT ALLOWANCE

26. Pursuant to Article 6.45 of the collective agreement between LUFA and Laurentian, Laurentian provided LUFA members (incl. sessional instructors pursuant to Article 4.70) with an annual allowance in the amount of \$2,450 for individual professional development, payment for thesis supervision and chair and director stipends. Any unused portion of these maximum allowances could be carried forward for up to two (2) years. Pursuant to

the Term Sheet entered into between LUFA and Laurentian in the CCAA proceedings, the allowance credits accumulated by LUFA members pursuant to this Article were zeroed out, resulting in the loss to LUFA's active members of this benefit.

27. LUFA claims on behalf of its active members (incl. sessionals pursuant to Article 4.70) against the Directors and Officers of Laurentian arising out of the loss of this benefit which was specifically negotiated by them in the prior collective agreement between the parties. The amount of the loss in respect of each individual member is within the knowledge of Laurentian. The loss of this benefit was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the CCAA. But for the actions / inactions of the Directors and Officers, LUFA's active members would have access to their respective allowance credits as set out above.
28. LUFA also claims against the Directors and Officers in respect of any expenses incurred by its members pursuant to the professional development allowance which have not been reimbursed, the particulars of which are within the knowledge of Laurentian.

E. LOSS OF SABBATICAL CREDITS

29. LUFA claims against the Directors and Officers of Laurentian on behalf of its members whose employment was terminated in the course of the CCAA proceedings for the loss of accumulated sabbatical credits.
30. Pursuant to Article 7.25 of the collective agreement between Laurentian and LUFA, LUFA members who complete six (6) years of full-time service are entitled to a 12-month

sabbatical leave during which they receive 85% of their salary. LUFA members whose employment was terminated by Laurentian have lost the sabbatical credits they were accumulating which was a benefit specifically due to them under the collective agreement. As a result of the loss of their employment, the terminated members have lost access to this credit and the sabbatical year at 85% pay.

31. The loss of sabbatical credits by LUFA's terminated members was caused by the mismanagement and negligence of the Directors and Officers of Laurentian which resulted in Laurentian's insolvency and application for protection from its creditors pursuant to the *CCAA*. But/for the actions / inactions of the Directors and Officers, LUFA's active members would have access to their respective sabbatical credits as set out above. LUFA claims for the loss of these credits – the value of which is within the knowledge of Laurentian – against the Directors and Officers.

F. PROFESSIONAL FEES

32. The financial mismanagement and negligence of the Directors and Officers of Laurentian over the past number of years resulted in Laurentian applying for protection from its creditors pursuant to the *CCAA*.

33. In the ordinary course, in the event of financial hardship which necessitated the elimination of faculty positions, Laurentian would have recourse to the Financial Exigency clause in the collective agreement between the parties (Article 10.15). However, rather than avail itself of this process which had been the subject of negotiation and agreement between the parties, Laurentian made the *unilateral* decision to instead apply for CCAA protection. This decision, made without consultation with LUFA or its members, has resulted in LUFA

incurring substantially more in professional fees than it would have incurred in the course of the financial exigency process envisioned by Article 10.15. The demands of the CCAA process required LUFA to retain CCAA counsel (Goldblatt Partners LLP), financial experts (KSV Advisory) and an actuary (PBI Actuarial Consultants) which would not have been necessary (or, if they were, would not have been incurred by LUFA) in the financial exigency process provided for in the collective agreement.

34. LUFA claims that the decision of the Directors and Officers of Laurentian AND/OR the financial mismanagement and negligence of the Directors and Officers in the operation of Laurentian which culminated in its insolvency and CCAA application, has resulted in LUFA incurring the following damages in the form of unnecessary and increased professional fees (to date): (a) CCAA counsel (Goldblatt Partners LLP) \$415,000; (b) KSV Advisory \$91,128; PBI Actuarial \$12,475; and, labour counsel David Wright \$176,810. LUFA retains the right to claim for additional fees incurred in the course of the CCAA proceedings.
35. The total amount claimed by LUFA against the Directors and Officers under this heading is **\$695,413**.
36. The above claim is framed in negligence, breach of fiduciary duty, breach of contract and/or negligent and/or fraudulent misrepresentation.

This is Exhibit "E" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

FABRICE COLIN ON HIS BEHALF AND ON BEHALF OF ALL
CURRENT AND FORMER MEMBERS (INCLUDING RETIREES) OF
THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION and TOM
FENSKE ON HIS BEHALF AND ON BEHALF OF ALL CURRENT AND
FORMER MEMBERS (INCLUDING RETIREES) OF THE LAURENTIAN
UNIVERSITY STAFF UNION

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 HACHE

Defendants

MINUTES OF SETTLEMENT

THESE MINUTES OF SETTLEMENT (the "Minutes") confirm the settlement concluded between the Plaintiffs and the Defendants (together, the "Parties").

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, the alleged losses that came to light during and/or were incurred during the course of the CCAA proceedings (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 these Minutes and as Parties to this settlement agreement.

WHEREAS the Parties hereto executed a tolling agreement on January 27, 2023 tolling a list of these potential claims (the “Tolling Agreement”).

WHEREAS the Canadian Universities Reciprocal Insurance Exchange (“CURIE”) acts as insurer to the Defendants in respect of this matter.

WHEREAS the Parties have agreed to resolve all issues extant between themselves, 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.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. CURIE, on behalf of the Defendants, shall pay to the Unions the amount of \$3,000,000, all-inclusive, in full and final settlement of this matter (the “Settlement Payment”).
2. The Unions shall forthwith bring a motion, on consent from the Defendants, seeking a representation order and/or class certification (where a representation order is not available) and court approval of these Minutes and the settlement reached between the parties, at their sole expense and on a without costs basis, at the Superior Court of Justice (the “Court Approval”).
3. These Minutes are conditional upon the receipt of an Order providing Court Approval (the “Court Approval Order”).
4. Before filing with the Court any materials concerning the Court Approval, the Unions shall provide to counsel for the Defendants any such materials for their review and approval.
5. Termination rights are as follows:

- a. The Defendants shall have the right to terminate this settlement in the event that the court denies Court Approval;
- b. Each of the Parties shall have the right to terminate this settlement in the event that:
 - i. the Court Approval Order is denied and, following appeal, the denial of the Court Approval Order becomes a Final Order;
 - ii. the Court Approval Order is entered but reversed on appeal and the reversal becomes a Final Order; or
 - iii. the Court issues the Court Approval Order that is materially different from what has been approved by the Parties.
6. Any order, ruling or determination made (or rejected) by the court with respect to Union counsel legal fees shall not be deemed to be a material modification of all, or a part, of this settlement and shall not provide any basis for the termination of the settlement.
7. To exercise a right of termination, the terminating party shall deliver a written notice of termination to counsel for the other party within 30 days of the event giving rise to the right to terminate.
8. In the event this settlement is terminated in accordance with its terms:
 - a. it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms, except as specifically provided in these Minutes;
 - b. all negotiations, statements and proceedings relating to this settlement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before these Minutes were executed;
 - c. all funds paid pursuant to these Minutes shall be returned to the Defendants; and
 - d. the Parties shall be returned to the status quo position they were in immediately before these Minutes were executed in respect of all claims.

9. If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion on notice to the Parties.
10. The Defendants shall pay the Settlement Payment to Goldblatt Partners LLP, in trust, within 30 days of the issuance of the Court Approval Order.
11. The Plaintiffs agree that the Federated College Members are bound by these Minutes as represented by the Unions, subject to the Court Approval.
12. Until the Plaintiffs bring the motion required by section 2, the Parties shall keep the terms of these Minutes confidential and shall not disclose them without the prior written consent of the Defendants' counsel and/or Plaintiffs' counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law. Nothing in this section shall bar counsel from communicating with clients, provided that they also shall be required to maintain confidentiality consistent with the provisions of this section. For clarity, without limiting the generality of the foregoing, the Parties may disclose the fact of this settlement prior to the Plaintiffs bringing the motion required by section 2, so long as they do not disclose any of the settlement's terms.
13. The current executives of the Unions will not make or publish any public written statements or remarks about the facts or matters which are the subject of this settlement agreement which are disparaging, deleterious or demeaning to the integrity, reputation or goodwill of any of the Defendants. For greater certainty, this will not preclude the Unions' executives from truthfully recounting the facts related to this proposed proceeding in the course of their duties.
14. In consideration of the terms provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plaintiffs shall execute a full and final release to be agreed to between the parties, acting reasonably, which shall become effective on payment of the Settlement Payment.
15. The Plaintiffs understand and agree that this is a compromise settlement and that the furnishing of consideration for these Minutes shall not be deemed or construed at any time or for any

purpose as an admission of liability by the Defendants. The liability for any and all claims is expressly denied by the Defendants.

16. If any provision of these Minutes is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of these Minutes shall remain in full force and effect.
17. These Minutes 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.
18. These Minutes, once approved by the Court, shall be binding upon and enure to the benefit of the Parties hereto, their respective heirs, executors, administrators, trustees, successors and assigns, and shall be governed by the laws of the Province of Ontario.

19. These Minutes may be executed electronically and in counterparts and each of such counterparts taken together shall constitute one fully executed copy of the original Minutes. Delivery by email copy of an executed counterpart of these Minutes shall be deemed for all purposes to be delivery of an executed copy of such counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the ____ day of November, 2023.

November 14, 2023

Date

Michael Johnstone

CURIE

Name and position: Mike Johnstone, Senior Claims Examiner

November 13th, 2023

Date

Tom Fenske

LUSU
Name and position: Tom Fenske

November 13th, 2023

Date

Fabrice Colin

LUFA

Name and position: Fabrice Colin, LUFA President

This is Exhibit "F" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

Summary of UofS RHBP Contributions and Claims**Grand Total July 1,
1998 to 2021****Contributions Received**

annual deposit-UofS	48,832
UofS - EE CONTRIB.	128,919
UofS - 3% of PDD comp	35,694

Claims Paid

Subsidy - U.of S	147,669
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Total Contributions Less Claims	65,776
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Total UofS Premiums	213,445
Total UofS Payments	147,669
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Max UofS RHBP Claim	65,776

This is Exhibit "G" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

Summary of TU RHBP Contributions and Claims

**Grand Total July 1,
1998 to 2021**

Contributions Received

annual deposit-TU	14,938
TU - EE CONTRIB.	35,235
TU - 3% of PDD comp	12,722

Claims Paid

Subsidy - T.U.	40,896
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Total Contributions Less Claims	21,999
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Total TU Premiums	62,894.58
Total TU Payments	40,895.83
Max TU RHBP Claim	21,998.75

This is Exhibit "H" referred to in the
Affidavit of Fabrice Colin affirmed before
me this 20th day of October, 2025 in
accordance with O. Reg 431/20,
Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

Summary of HU RHBP Contributions and Claims

**Grand Total July 1,
1998 to 2021**

Contributions Received

annual deposit-HU	19,268
HU - EE CONTRIB.	51,329
HU - 3% of PDD comp	15,678

Claims Paid

Subsidy - H.U.	69,753
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Total Contributions Less Claims	16,522
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Total HU Premiums	86,275
Total HU Payments	69,753
Max HU RHBP Claim	16,522

<p>FABRICE COLIN, et al. Plaintiffs</p> <p>-and-</p> <p>FLOYD LAUGHREN, et al. Defendants</p>	<p>Court File No.</p>	<p>ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST</p> <p>PROCEEDING COMMENCED AT TORONTO</p>	<p>AFFIDAVIT OF FABRICE COLIN</p> <p>WRIGHT HENRY LLP 200 Wellington Street West, Suite 602 Toronto ON M5V 3C7</p> <p>Brendan Scott, LSO# 73339V bscott@wrighthenry.ca</p> <p>Lawyers for the Plaintiff, Tom Fenske on his behalf and on behalf of certain current and former members of the Laurentian University Staff Union</p> <p>GOLDBLATT PARTNERS LLP 20 Dundas Street West, Suite 1039 Toronto ON M5G 2C2</p> <p>Charles Sinclair, LSO#43178A cisinclair@goldblattpartners.com Tel: 416-977-6070</p> <p>Lawyers for the Plaintiff, Fabrice Colin on his behalf and on behalf of certain current and former members of the Laurentian University Faculty Association</p>
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Court File No.: _____

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

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
MCCAULAY, LORELLA HAYES, IAN WOOD, JOHN POLLESEL,
JUDITH WOODSWORTH and ROBERT HACHÉ**

Defendants

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 \$3,500 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 \$400 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 Superior Court of Justice
court office: Commercial List Office
330 University Avenue, 9th Floor
Toronto ON M5G 1R7

TO: **Floyd Laughren, Michael Atkins, Jennifer Witty, Claude Lacroix, Dominic Giroux, Pierre Zundel, Carol McCaulay, Lorella Hayes, Ian Wood, John Pollesel, Judith Woodsworth and Robert Haché c/o**

ADAIR GOLDBLATT BIEBER LLP
95 Wellington Street West
Suite 1830
Toronto ON M5J 2N7

Gord McGuire, LSO#58364S
gm McGuire@agblp.com
Tel: 416-499-9940
Fax: 647-689-2059

Lawyers for the Defendants

CLAIM

1. The Plaintiffs claim against all Defendants, jointly and severally, as follows:
 - (a) \$12,800,000.00 in damages and consequential loss for negligent and/or fraudulent misrepresentation;
 - (b) in the alternative, \$12,800,000.00 in damages for knowing assistance of breach of trust;
 - (c) in the further alternative, \$12,800,000.00 in equitable compensation for knowing assistance of breach of trust;
 - (d) \$1,000,000.00 in punitive and exemplary damages;
 - (e) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (f) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (g) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
 - (h) such further and other relief as this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff Tom Fenske (“Fenske”) is a member and the President of the Laurentian University Staff Union (“LUSU”). Fenske has been a member of LUSU since January 8, 2007. He became the President of LUSU on January 1, 2012
3. LUSU is a trade union that represents over 230 employees at Laurentian University of Sudbury (“Laurentian” or the “University”) in clerical, technical, administrative, service work, the Maintenance Department, the Operations Department, the Printing Department, and the Residence Department, subject to certain exceptions. LUSU also represents certain security guards at the University.
4. The Plaintiff Fabrice Colin (“Colin”) is a member and the President of the Laurentian University Faculty Association (“LUFA”). Colin has been a member of LUFA since 2005. He became the President of LUFA in 2018.
5. LUFA is a trade union that represents over 500 employees: full and part time Faculty, Librarians, Clinicians, Counsellors, at Laurentian as well as full and part time Faculty at U of S and Huntington, and full-time members only at Thorneloe. LUSU and LUFA will be collectively referred to as the “Unions”.
6. Fenske seeks to represent all of the current and former members of LUSU on behalf of whom LUSU filed a Proof of Claim dated July 4, 2021 in the Laurentian proceedings commenced under the *Companies’ Creditors Arrangement Act* (“CCAA”). This group is comprised of the following classes of individuals:

- (a) former LUSU members who retired while members of LUSU and were receiving Retiree Health Benefits Plan (“RHPB”) benefits as of February 1, 2021, when Laurentian obtained court protection from its creditors pursuant to the CCAA (including the estates of such LUSU retirees);
- (b) current or former LUSU members who were LUSU members as of February 1, 2021 and were eligible to claim RHPB benefits as of that date (including the estates of such LUSU members); or
- (c) current or former LUSU members who were LUSU members as of February 1, 2021 and had contributed to the RHPB at any time prior to that date (including the estates of such LUSU members).

7. Colin seeks to represent all of the current and former members of LUFA on behalf of whom LUFA filed a Proof of Claim dated July 30, 2021 in the Laurentian proceedings commenced under the CCAA. This group is comprised of the following classes of individuals:

- (a) former members of the Laurentian University Faculty Association (“LUFA”) who retired while members of LUFA and were receiving RHPB benefits as of February 1, 2021 (including the estates of such retirees);
- (b) current and former LUFA members who were LUFA members as of February 1, 2021 and were eligible to claim RHPB benefits as of February 1, 2021 (including the estates of such members);

- (c) current and former LUFA members who were LUFA members as of February 1, 2021 and had contributed to the RHPB at any time prior to that date (including the estates of such members); and
- (d) 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 RHPB at any time prior to that date (including the estates of such members).

8. The Defendant Floyd Laughren (“Laughren”) was a member and/or governor of the Board from 2001 until 2013 and acted as Chair of the Board from 2010 until 2013.

9. The Defendant Michael Atkins (“Atkins”) was a member and/or governor of the Board and acted as Chair of the Board from 2013 until 2016.

10. The Defendant Jennifer Witty (“Witty”) was a member and/or governor of the Board from 2005 until 2021 and acted as Chair of the Board from 2017 until June 2021.

11. The Defendant Claude Lacroix (“Lacroix”) was a member and/or governor of the Board from 2006 to 2021 and acted as Chair of the Board from June 2019 to June 2021.

12. The Defendant Dominic Giroux (“Giroux”) was a member and/or governor of the Board from 2009 to 2017 and was President and Vice-Chancellor of the University from April 2009 to June 2017.

13. The Defendant Pierre Zundel (“Zundel”) was a member and/or governor of the Board from 2016 to 2019 and was Interim President and Vice-Chancellor of the University from July 2017 to June 2019.

14. The Defendant Carol McAulay (“McAulay”) was the Vice President of Administration at the University from 2011 to 2017.

15. The Defendant Lorella Hayes (“Hayes”) was the Vice President of Administration at the University from January 2018 to April 2021.

16. The Defendant Ian Wood (“Wood”) was a member and/or governor of the Board from June 2009 to June 2020.

17. The Defendant John Pollesel (“Pollesel”) was a member and/or governor of the Board.

18. The Defendant Judith Woodsworth (“Woodsworth”) was a member and/or governor of the Board from 2002 to 2008 and President and Vice-Chancellor of the University from 2002 to 2008.

19. The Defendant Robert Haché (“Haché”) was a member and/or governor of the Board from 2019 to 2022 and President and Vice-Chancellor of the University from 2019 until October 2022.

20. The Defendants are all former members and/or governors of the Board of Governors (the “Board”) of Laurentian. In that capacity, their responsibilities included:

- (a) overseeing the finances of the University, including the University’s obligations pursuant to any trust agreements with employees;
- (b) reviewing and approving financial statements; and
- (c) carrying out their functions with diligence, integrity, independence, good faith, and the prudence of a reasonable individual.

21. The Defendants Woodsworth, Giroux, Zundel and Haché are all former Presidents of the University. In that capacity, they:

- (a) reported to the Board;
- (b) were responsible for overseeing and managing the operations of the University;
- (c) were responsible for overseeing the finances of the University; and
- (d) were, together with the Vice President of Administration, Vice President Academic and Provost, responsible for overseeing University labour relations.

22. The Defendants McAulay and Hayes are former Vice Presidents of Administration at the University. In that capacity, they:

- (a) reported to the President;
- (b) were responsible for the University's financial functions, including budgeting, financial planning, economic forecasting and resource allocation; and
- (c) were, together with the President, Vice President Academic and Provost, responsible for overseeing University labour relations.

BACKGROUND

The RHBP's Terms

23. In or around July 1998, Laurentian created the RHBP for the benefit of employees of Huntington University, Thorneloe University and the University of Sudbury (collectively the "Federated Universities"), Laurentian, the SNO Lab and MIRARCO research centres, and the

Centre for Excellence in Mining Innovation pursuant to the Retirees Fund Health Benefit Policy (the “Policy”) dated November 21, 1997.

24. The Policy required that Laurentian:

- (a) establish a trust account to hold the RHBP contributions for the purpose of funding/providing RHBP benefits;
- (b) direct employee contributions to the RHBP trust account; and
- (c) directly contribute \$25,000 to the RHBP trust account annually, with proportionate contributions by the Federated Universities.

25. Pursuant to the Policy, Plaintiff retirees were reimbursed on an annual basis for premiums that they paid for private health insurance or for other qualifying health expenses. The annual reimbursement amount was indexed to inflation, to a maximum of 3% per year.

26. As of July 1, 2020, the annual benefit amounts were as follows:

- (a) for LUSU retirees: \$1,374.85 per annum for family plans and \$687.45 per annum for single plans; and
- (b) for LUFA retirees: \$1,589.53 per annum for family plans and \$978.17 for single plans.

27. To receive RHBP benefits, participants needed to retire at age 55 or older and contribute to the RHBP for at least 15 years. Eligible retirees received RHBP benefits for life. Upon the death of a retiree who had family coverage, benefits to the retiree’s spouse or dependants continued for two years from the date of death.

28. The RHPB was funded by monthly contributions from Plan participants, as well as annual contributions by Laurentian and the Federated Universities. Laurentian states that it contributed \$147,596 to the RHPB for the fiscal year ended April 30, 2020.

29. Pursuant to the terms of the Policy, Laurentian was required to hold the RHPB contributions in a trust account and to credit interest to the trust funds.

The Information Provided to the Plaintiffs

30. Between July 1998 and February 2021, when new employees were onboarded at Laurentian, Laurentian's Human Resources Department provided each employee with an RHPB information package comprising the following documents: a copy of the RHPB Policy, an opt-in/out form, a memorandum to new employees regarding the RHPB, and a question-and-answer sheet (the "Memo to New Employees").

31. The Defendants distributed a similar package to current employees and retirees around the time that the RHPB was established.

32. The RHPB Policy stated that employees' monthly contributions would be deposited into the RHPB trust fund together with employer contributions. The RHPB Policy also stated that "interest will be credited to funds on deposit in the RHPB trust account".

33. Employees who chose to participate in the RHPB would receive annual reimbursements for health insurance coverage and/or qualifying medical expenses upon retirement (assuming all eligibility criteria were met).

34. The Memo to New Employees provided a form for employees to complete and return to Laurentian's Human Resources Department if they wished to opt into the RHBP. LUSU members on fixed terms were given the option to opt out of the RHBP.

35. Hundreds of LUSU and LUFA members elected to participate in the RHBP based on the representations made in the Memo to New Employees (and in similar packages distributed around the time that the RHBP was introduced).

36. As of January 30, 2021, there were approximately 866 University employees contributing to the RHBP but not yet collecting benefits, and 358 retirees who were eligible to collect RHBP benefits. The overwhelming majority of RHBP participants were Laurentian employees and LUSU and LUFA members.

The RHBP Funding Deficit

37. In the 1990s, a benefits committee comprising members of Laurentian's administration and representatives of LUFA and LUSU met periodically to address matters relating to health, welfare and disability benefits (the "Benefits Committee").

38. Around 1997, the Benefits Committee was tasked with designing the RHBP and acting as a liaison between Laurentian and the beneficiaries of the Plan. After the RHBP was implemented in 1998, the Benefits Committee continued to meet periodically to review, *inter alia*, matters relating to the RHBP.

39. The Plaintiffs were aware that the RHBP was underfunded through their participation in the Benefits Committee. The University retained the actuarial and consulting firm, Eckler, to conduct periodic reports on the RHBP. Those reports showed annual funding deficits.

The Defendants' Misappropriation of RHBP Funds

40. While LUSU, LUFA and their members were aware of the Plan's funding deficit, they were not aware of two critical facts relevant to their claims against the Defendants: (i) the RHBP funds were not being held separately in a trust account and, therefore, were not accruing interest; and (ii) to fund capital projects, the University had misappropriated the funds designated for the RHBP.

41. These facts were only disclosed after Laurentian commenced CCAA proceedings and after the Auditor General of Ontario (the "Auditor General") released a November 2022 report on the Laurentian insolvency (the "AG Report").

42. As recently as October 15, 2020, the Defendants and other University administrators continued to represent that RHBP funds were held in trust.

43. The University issued a revised RHBP Policy on June 11, 2018 that maintained the references to the RHBP trust account. The University also issued a revised Memo to New Employees on October 15, 2020 containing the June 11, 2018 RHBP Policy and other documents that stated that RHBP contributions were held in trust and accrued interest.

44. Hayes, Zundel, and Haché were the officers responsible for issuing and/or overseeing the issuance of the June 11, 2018 RHBP Policy and the October 2020 Memo to New Employees.

45. Between 2010 and 2021, the officers with ultimate responsibility for Laurentian's Human Resources Department were McAulay (Vice President, Administration from 2011 to 2017), Hayes (Vice President, Administration from 2018 to 2021), Giroux (President from 2009 to 2017), Zundel (President from 2017 to 2019), and Haché (President, 2019 to 2022).

46. Unbeknownst to the Plaintiffs, Laurentian did not establish the RHBP trust account. Instead, Laurentian deposited contributions intended for the RHBP trust account into its general operating bank account and did not hold the contributions separately from that general operating bank account at any time, nor did it invest the funds collected from the Unions' members for the purpose of growing the fund.

47. Laurentian used contributions designated for the RHBP trust account to fund other projects and expenditures, including to finance ongoing capital projects. Precisely when Laurentian began using RHBP funds for other projects and expenditures is not known to the Plaintiffs but is known to the Defendants.

48. Senior administration officials, including but not limited to the Defendants Woodsworth, Giroux, Zundel, Haché, McAulay and Hayes, were aware of the practice of comingling funds and of the misappropriation of RHBP funds to finance the University's capital projects and other operational needs.

49. In the alternative, the Defendants reasonably should have been aware of the practice of comingling funds and of the misappropriation of RHBP funds to finance the University's capital projects and operating needs.

50. Senior administration officials, including but not limited to the Defendants Woodsworth, Giroux, Zundel, Haché, McAulay and Hayes, informed the Board that the capital projects were being financed through "internal financing," which refers to the use of surpluses that have accumulated from operations to fund projects. This was untrue. Precisely when the senior administration officials made these representations is not known to the Plaintiffs but is known to the Defendants.

51. The Defendant Board members/governors knew or reasonably should have known that the alleged “internal financing” was coming from restricted assets, including the RHBP trust funds.

52. The Defendants did not disclose to the Plaintiffs that the RHBP funds were being used to finance the University’s capital projects at any time.

53. The Plaintiffs continued contributing to the RHBP right up to the CCAA filing in February 2021, believing that, despite its long-term funding issues, the University continued to hold significant RHBP assets in trust and that the funding issues were being addressed through increased contributions from the University. Unbeknownst to the Plaintiffs, the University had depleted all of the RHBP assets prior to the start of the CCAA proceedings in February 2021.

54. The AG Report indicates that Laurentian used restricted funds on capital projects beginning in 2007. The AG Report further indicates that the University’s approval of significant capital projects in the period 2009 to 2019 resulted in diminished unrestricted funds, causing the administration to look for internal funding sources. Accordingly, the RHBP was depleted some time between 2007 and 2019, under Woodsworth, Giroux, Zundel, and Haché’s respective tenures as Presidents.

55. The Plaintiffs only learned about the Defendants’ misappropriation of the RHBP funds after the University commenced CCAA proceedings. All trust funds earmarked for the RHBP were lost and the RHBP was subsequently terminated during those CCAA proceedings.

56. The AG Report also disclosed that Laurentian had failed to make its required annual contributions to the RHBP in 2007-2008, 2018-2019, 2019-2020, and 2020-2021 and that Laurentian had improperly deducted \$73,305 from faculty salary.

The Defendants' Misrepresentations in Discussions with the Unions

57. Between around 2015 and 2021, the Defendants made a number of false representations regarding the RHBP and the finances of the University to the Plaintiffs (in addition to the false representations outlined above that were promulgated through the Policy documents and Memos to New Employees).

58. Several of the Defendants, including (but not limited to) Giroux, McAulay, Zundel, Atkins, and Hayes, represented to the Plaintiffs at various times that the RHBP had assets of a certain amount, despite the fact that the RHBP funds received from the Unions' members and matched by Laurentian were not in a trust account or otherwise segregated in any way.

59. The Defendants misrepresented the true state of affairs: there were no RHBP assets, as they were co-mingled with operating funds and used, via the University's "internal financing", to finance capital projects.

60. At the June 10, 2015 meeting of the Finance Committee, the Defendant Giroux, amongst others, represented to the Plaintiffs that the RHBP had total contributions of \$1.6 million from Laurentian and \$1.4 million from Plan members and that the RHBP funding shortfall could be "resolved with minimal additional University funding". Giroux and the other Defendants knew that these representations were false because they did not reflect the true state of the RHBP or the causes for its poor financial situation.

61. On September 4, 2015, members of LUFA and LUSU attended a presentation by McAulay. During the presentation, McAulay advised the members and attendees that the annual contributions by the members to the RHBP were being "held by the university with endowment funds". Also in

attendance at this presentation by McAulay were the following Defendants: Giroux, Hayes, Lacroix and Witty.

The Defendants' Misleading Financial Statements

62. The University's financial statements for the fiscal years ended April 30, 2014, 2015, 2016, 2017, and 2018 reported that "the RHPB has been underfunded since its inception. The University is seeking to resolve this problem through discussions with full-time unionized and non-unionized employees".

63. These same financial statements, as well as the University's April 30, 2019 and 2020 financial statements, all noted that the RHPB was in a deficit position and represented that the University provided for "the reimbursement of a fixed annual amount of medical expenses to retired employees provided that certain specified conditions are met".

64. All of the above-described financial statements were materially misleading because they omitted to disclose that: (i) Laurentian had failed to make its required contributions to the RHPB and to invest the funds in the relevant fiscal year; (ii) the RHPB funds were not held in trust; and (iii) the RHPB deficit was being exacerbated by the misappropriation of RHPB contributions for purposes other than providing benefits.

65. Laurentian's April 30, 2019 financial statements contained additional misleading statements. They stated, falsely, that "the University is increasing the employer's contributions to resolve this issue over time".

66. This statement was false for two reasons: (i) Laurentian failed to make its required contributions to the RHPB and to invest the funds in the fiscal year 2018-2019; and (ii) Laurentian was drawing down the RHPB funds to finance capital projects.

67. Further, the April 30, 2021 financial statements restated the April 30, 2020 financial statements because they were inaccurate and misleading. With respect to the RHPB, the April 30, 2021 financial statements note that the April 30, 2020 financial statements were misleading because, *inter alia*, and as stated in the University's Annual Financial Report for the fiscal year ended April 20, 2021:

The University had not established a separate funded plan asset for contributions related to the Retiree Health Benefit Plan. Amounts received to fund the Plan were recorded as operating Cash and Deferred contributions in the University. These amounts should have been recorded as Employee future benefits liabilities as the amounts were owing to the Plan.

68. The April 30, 2014, 2015, 2016, and 2017 financial statements were signed by McAulay and the Board. The April 30, 2018, 2019, and 2020 financial statements were signed by Hayes and the Board.

The Defendants' Misrepresentations in Bargaining with LUSU

69. In the spring of 2020, Hayes represented to LUSU officials, including LUSU's President, Fenske, that the University required LUSU to make \$1.5 million in concessions in order to ensure the University's financial stability. Hayes made this representation verbally to Fenske and other LUSU officials during Zoom meetings.

70. One such Zoom meeting occurred on June 8, 2020 and was attended by Fenske, Hayes, and Haché (among others). Hayes asked LUSU to open its collective agreement before the expiration of its term and to renegotiate aspects of the agreement to provide short-term cost savings

to the University. LUSU agreed and ultimately gave approximately \$1.8 million in concessions to the University.

71. During a ratification meeting on June 16, 2020, LUSU officials, relying on what they had been told by Hayes, advised their entire membership that the concessions in the proposed collective agreement were what was needed from LUSU to ensure the University's financial health.

72. At no point during the collective agreement negotiations did Hayes or Haché disclose that the University was depleting and/or had depleted RHBP funds or that the University was already speaking to insolvency counsel and contemplating CCAA proceedings at the time. Hayes and Haché thus obtained concessions from LUSU and its members through deceit and/or dishonesty.

The Defendants' Misrepresentations in Bargaining with LUFA

73. The last collective agreement entered into between LUFA and Laurentian prior to the CCAA proceedings expired on June 30, 2020. Negotiations of the new collective agreement continued right up until February 2021 when Laurentian applied to the Court for protection from its creditors pursuant to the CCAA.

74. During the course of these negotiations, LUFA representatives, including LUFA's President, Colin, met with, amongst others, McAulay, Hayes and Haché to discuss the University's finances and, in particular, the status of the RHBP.

75. Laurentian pointed to its poor financial situation to try and extract concessions from LUFA in the negotiations. Moreover, Hayes, McAulay and Haché made representations – at, for example, a June 9, 2020 bargaining session between the parties – regarding the RHBP to the effect that it

had over \$2 million in assets but was underfunded. However, these Defendants represented that the RHBP deficit could be rectified with increased contributions from members and the University.

76. At no time during these negotiations did any of these Defendants inform LUFA that the RHBP funds had not been segregated and were being comingled with other funds for operational purposes. Indeed, Laurentian represented to LUFA that it was in the process of answering LUFA's questions about the University's finances at the same time that the University was planning to apply to the Court for CCAA protection.

77. To the knowledge of these Defendants, their representations were false. They were relied on by LUFA's members who continued to make contributions to the RHBP which they would not have otherwise made had they known the true state of affairs.

NEGLIGENT AND/OR FRAUDULENT MISREPRESENTATION

78. The Defendants made misrepresentations and/or omissions to the Plaintiffs, including but not limited to the following:

Misleading Representations and Omissions in Presentations and Discussions with the Unions

- (a) the Defendants, including (but not limited to) Giroux from 2013-17, McAulay from 2016-17, Zundel from 2017-19, Atkins from 2014-15 and Hayes from 2018-20, represented to the Plaintiffs on numerous occasions that the RHBP had assets of a certain amount, omitting to disclose: (i) that the funds were being misappropriated for purposes other than providing benefits; (ii) that the funds were not being held in trust as promised; and (iii) that the University was not making its required

contributions or investing the funds, and thereby falsely representing the true state of the RHBP and the security of the Plaintiffs' contributions;

- (b) in June 2015, at a meeting of the Finance Committee, Giroux represented to Colin and other committee members that the RHBP funding shortfall could be "resolved with minimal additional University funding", omitting to disclose that the funds were being misappropriated for purposes other than providing benefits, were not being held in trust, and thereby falsely representing the true state of the RHBP and the cause of its poor financial situation;
- (c) on September 4, 2015, members of LUFA and LUSU attended an information session/presentation by McAulay. During the presentation, McAulay informed the attendees that the members' annual contributions to the RHBP were being "held by the university with endowment funds", omitting to disclose that the funds were being misappropriated for purposes other than providing benefits and were not being held in trust and accruing interest as promised, thereby falsely representing the true state of the RHBP and the security of the Plaintiffs' contributions;
- (d) in the spring of 2020, Haché and Hayes represented to LUSU during bargaining that the University required LUSU to make \$1.5 million in concessions to ensure the University's financial stability. Haché and Hayes omitted to disclose that the University was depleting and/or had depleted RHBP funds for purposes other than providing benefits or that the University was already speaking to insolvency counsel and contemplating CCAA proceedings at the time;

(e) in bargaining with LUFA in 2020 and early 2021, Hayes, McAulay and Haché made numerous representations—at, for example, a June 9, 2020 bargaining session—regarding the RHBP to the effect that it had over \$2 million in assets but was underfunded. The Defendants further represented that the RHBP deficit could be rectified with increased contributions from members and the University, omitting to disclose that the funds were being misappropriated for purposes other than providing benefits, were not being held in trust or accruing interest, and thereby falsely representing the true state of the RHBP and the cause of its poor financial situation;

Misleading Representations and Omissions in Financial Statements and Presentations of the Financial Statements

(f) the University’s financial statements for the fiscal years ended April 30, 2014, 2015, 2016, 2017, and 2018 reported that “the RHBP has been underfunded since its inception. The University is seeking to resolve this problem through discussions with full-time unionized and non-unionized employees”. These same financial statements, as well as the University’s April 30, 2019 and 2020 financial statements, all noted that the RHBP was in a deficit position and represented that the University provided for “the reimbursement of a fixed annual amount of medical expenses to retired employees provided that certain specified conditions are met”. The April 30, 2014, 2015, 2016, and 2017 financial statements were signed by McAulay and the Board. The April 30, 2018, 2019, and 2020 financial statements were signed by Hayes and the Board. These financial statements were materially misleading because they omitted to disclose that: (i) Laurentian had failed to make its required contributions to the RHBP in the relevant fiscal year and

failed to invest the funds; (ii) the RHBP funds were not held in trust; and (iii) the RHBP deficit was being exacerbated by the misappropriation of RHBP contributions for purposes other than providing benefits;

- (g) Laurentian's April 30, 2019 financial statements further stated, falsely, that "the University is increasing the employer's contributions to resolve this issue over time". This statement was false for two reasons: (i) Laurentian failed to make its required contributions to the RHBP in the fiscal year 2018-2019 and failed to invest the funds; and (ii), over this period of time, Laurentian was improperly drawing down the RHBP funds to finance capital projects;
- (h) Hayes presented the University's April 30, 2019 financial statements at the Finance Committee meeting on October 7, 2019. Fenske and Colin, as well as Defendants Zundel and Witty attended this meeting;
- (i) Hayes presented the April 30, 2020 financial statements at the Finance Committee meeting on October 21, 2020. Fenske and Colin, as well as Defendants Haché and Lacroix, attended this meeting;
- (j) further, the April 30, 2021 financial statements restated the April 30, 2020 financial statements because they were inaccurate and misleading. With respect to the RHBP, the April 30, 2021 financial statements note that the April 30, 2020 financial statements were misleading because, *inter alia*:

The University had not established a separate funded plan asset for contributions related to the Retiree Health Benefit Plan. Amounts received to fund the Plan were recorded as operating Cash and Deferred contributions in the University. These

amounts should have been recorded as Employee future benefits liabilities as the amounts were owing to the Plan.

Misleading Representations and Omissions in the Policy and Related Documents

- (k) the June 11, 2018 Policy, and previous versions of the Policy dated July 1, 1998 and December 1, 2008, all falsely asserted that the RHBP funds were being held in trust and accrued interest and omitted to disclose that the funds were at risk of and/or would be misappropriated for purposes other than providing benefits. The officers responsible for issuing and/or overseeing the issuance of the June 11, 2018 RHBP Policy were Hayes and Zundel; and
- (l) an October 15, 2020 Memo to New Employees containing the June 11, 2018 Policy and other documents likewise falsely stated that RHBP contributions were held in trust and accrued interest, and omitted to disclose that the funds were at risk of and/or would be misappropriated for purposes other than providing benefits. The officers responsible for issuing and/or overseeing the issuance of the October 2020 Memo to New Employees were Hayes and Haché.

79. The Defendants knew or should have known that their representations and/or omissions were materially misleading.

80. As officers and directors of the University, the Defendants had a duty to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. To meet this standard, the Defendants were required to act prudently on a reasonably informed basis. The Defendants failed to meet this standard.

81. The Defendants are all former members and/or governors of the Board. As members and/or governors of the Board, their responsibilities included: (i) overseeing the University's finances, including the University's obligations pursuant to any trust agreements with employees; and (ii) reviewing and approving financial statements.

82. Woodsworth, Giroux, Zundel and Haché, are all former Presidents of the University. In that capacity, they: (i) reported to the Board; (ii) were responsible for overseeing the University's operations and finances; and (iii) were, together with the Vice President of Administration, Vice President Academic and Provost, responsible for overseeing University labour relations and human resources.

83. McAulay and Hayes are former Vice Presidents of Administration at the University. In that capacity, they: (i) reported to the President; (ii) were responsible for the University's financial functions, including budgeting, financial planning, economic forecasting and resource allocation; and (iii) were, together with the President, Vice President Academic and Provost, responsible for overseeing University labour relations and human resources.

84. Defendants Lacroix, Witty, Zundel, McAulay, and Hayes served on and attended Finance Committee Meetings. McAulay and Hayes presented financial statements to the Finance Committee. Likewise, the Board had an Audit Committee on which many of the Defendants served. As a result of their participation in these committees, the Defendants had access to detailed information about the University's finances and accounting practices.

85. As a result of their responsibilities for overseeing the University's finances and reviewing and signing off on the University's financial statements, the Defendants were aware or should have

been aware that, almost from its inception, the RHBP was underfunded. This data was reported annually in the University's financial statements.

86. Given that the University also reported its obligation to provide retiree health benefits, a reasonably diligent board member would have inquired about the reasons for this underfunding and what arrangements were being made to fulfill that promise. Such inquiries would have revealed that the University was not making its promised contributions to the RHBP and that the funds were not being held in trust and invested as promised.

87. Likewise, the Defendants knew or should have known that beginning around 2007, the RHBP funds were being depleted and applied to improper expenditures. The Defendants were aware of the University's significant capital projects during that time.

88. As time went on, the Defendants were likewise aware of the University's dwindling financial resources and the resulting lack of capital financing. As such, the Defendants knew or should have known that the University capital projects were funded through "internal financing".

89. In reviewing the University's financial statements and budget documentation, a reasonably diligent board member would have asked where the funds for capital projects were coming from and what expenses were being cut from the budget as a result. If the Defendants had made these basic inquiries, they would have known that the RHBP funds were not held in trust and were being misappropriated.

90. Further, the Defendants owe the Unions a duty of good faith in bargaining. Among other things, the duty of good faith requires employers to provide disclosure to a collective bargaining

agent so it has the information necessary to make informed decisions and adequately represent its members.

91. In light of these obligations, Hayes and Haché knew or should have known that the University was on the brink of declaring insolvency when they engaged in collective bargaining with LUSU in 2020. Yet, they failed to disclose this material information and instead represented that the Union's concessions would ensure the University's financial stability.

92. Likewise, in bargaining with LUFA in 2020 and early 2021, Hayes, McAulay and Haché had a duty to accurately represent the RHBP's financial status. To do so, they were obligated to make reasonable efforts to inform themselves. If they had done so, they would have known that the RHBP assets were being depleted improperly because they were not held in trust and that the University was not and could not rectify the situation.

93. The Defendants' misrepresentations and omissions were material, and the Plaintiffs relied on them to their detriment.

94. Based on the Defendants' misleading statements and/or omissions outlined above, the Plaintiffs had a common understanding that their RHBP contributions: (i) were being held in trust and accruing interest; and (ii) were not being misappropriated for purposes other than providing the promised benefits.

95. The Plaintiffs further understood, based on the Defendants' misleading statements and/or omissions, that the RHBP deficit could be and was being addressed through additional University contributions. The truth of these matters was fundamental to each participant's decision to

participate in the RHBP and to contribute a portion of each paycheque for the duration of their employment.

96. But for the Defendants' misrepresentations, the Plaintiffs would not have participated in or contributed to the RHBP. Further, the Unions would have sought to protect the contributions that the Plaintiffs had already made.

97. Likewise, the Defendants' representations to LUSU that the University would be financially viable if LUSU made concessions were material. The University's viability is essential to LUSU's members' ongoing employment and well-being. But for the Defendants' misstatements, LUSU would not have made such concessions.

98. As prospective employees, employees, and participants in the RHBP, which the Defendants were responsible for administering, the Defendants owed the Plaintiffs a duty of care to accurately represent the nature of the RHBP to them, especially the security of their contributions and the benefits they would receive in return.

99. As a result of their reliance on the Defendants' misstatements, the Plaintiffs suffered the following losses: (i) the monies that they contributed towards the RHBP, (ii) the opportunity to contribute towards a benefit plan that would provide them with comparable coverage at time of retirement, and (iii) the expenses associated with purchasing products and services that would have been covered by the RHBP.

100. Accordingly, the Plaintiffs claim damages for:

- (a) all monies they contributed to the RHBP plus interest in an amount to be specified at or prior to trial; and

(b) their consequential losses as a result of the Defendants' misrepresentation in an amount equivalent to the average expected cost of the services and products otherwise covered by the RHBP in the amount of \$12,800,000, less amounts contributed to the RHBP and the interest applied thereto.

KNOWING ASSISTANCE OF BREACH OF TRUST

101. In the alternative, the Plaintiffs plead that pursuant to the Policy, Laurentian was required to establish a trust account for the RHBP and to invest the contributions received from members (and the contributions by the University) as necessary to cover the RHBP's benefit obligations.

102. Laurentian breached its duty to establish such a trust and to segregate RHBP contributions from the University's other funds. Laurentian breached its duty fraudulently and/or dishonestly.

103. The Defendants had knowledge of (i) the existence of the trust under the Policy and (ii) the fact that Laurentian was fraudulently and/or dishonestly comingling the RHBP funds and depleting those funds to finance, *inter alia*, capital projects and Laurentian's day-to-day operating needs.

104. The Defendants both participated in and assisted in Laurentian's fraudulent and/or dishonest conduct of not segregating the RHBP funds and using those funds to finance Laurentian's capital projects and operating needs.

105. The Defendants knowingly assisted Laurentian in its breach of trust and, as a result, the Plaintiffs suffered damages equivalent to \$12,800,000.00. This amount represents the present value of the combined average expected usage rates of RHBP benefits by RHBP-eligible staff and faculty members, plus the value of the contributions made to the RHBP by non-RHBP eligible staff and faculty participants.

106. In the alternative, as a result of their knowing assistance in the University's breach of trust, the Defendants are liable to the Plaintiffs in equity on the basis of equitable compensation in the amount of \$12,800,000.00, representing the amount that would put the Plaintiffs in the position they would have been in had the breach of trust not occurred. The Defendants are liable to the Plaintiffs for the loss of the benefit and/or the promise of the future benefit.

107. In the further alternative, as a result of their knowing assistance in the University's breach of trust, the Defendants are liable to the Plaintiffs for damages and/or equitable compensation in an amount equivalent to the value of the total contributions by the Plaintiffs to the RHBP, the precise value of which will be provided at or before trial.

108. The Defendants are jointly and severally liable with Laurentian for the Plaintiffs losses as a result of the breach of trust.

PUNITIVE DAMAGES

109. The Defendants' conduct was high handed and reprehensible and is deserving of condemnation by the Court through an award of punitive damages in the amount of \$1,000,000.

(Date of issue)

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CURRENT AND FORMER MEMBERS (INCLUDING RETIREES)
OF THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION,
et al.

-and- FLOYD LAUGHREN, et al.

Plaintiffs

Defendants

Court File No.

		TAB 5	771
		<i>ONTARIO</i>	
		SUPERIOR COURT OF JUSTICE	
		COMMERCIAL LIST	
		PROCEEDING COMMENCED AT	
		TORONTO	
		STATEMENT OF CLAIM	
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FABRICE COLIN, et al.
Plaintiffs

-and-
FLOYD LAUGHREN, et al.
Defendants

Court File No. CL-25-00753536-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

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