

**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

FACTUM OF THE APPLICANT

March 31, 2022

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PART I - OVERVIEW

1. Barbara Jean Robinson, a claimant in Laurentian's ongoing Claims Process,¹ seeks an order lifting the stay of proceedings in the Initial Order so that she may pursue her claim against Laurentian in litigation in the Ontario Superior Court, with the enforceability of any judgment to be limited to available insurance proceeds, if any (the "**Lift Stay Motion**").
2. Ms. Robinson has filed a claim against Laurentian in the Claims Process for \$5 million related to an alleged sexual assault that took place in or around 1979. The alleged assailant was a former University of Sudbury professor.
3. In Laurentian's view, the relief sought in the Lift Stay Motion is not the appropriate way to proceed in the circumstances. As detailed below, and as Laurentian's counsel has informed Ms. Robinson's counsel, Laurentian has conducted an extensive search and has not located any insurance policy that would potentially indemnify Ms. Robinson's Claim.

¹ Capitalized terms used in the Overview are as defined below.

4. Separate and apart from the merits and the issue of such claim being asserted against Laurentian at all, given that Laurentian is not aware of any insurance policy or potential proceeds that might satisfy any judgment that may be obtained by Ms. Robinson, there is no rationale for lifting the stay on the basis requested by Ms. Robinson.
5. Ms. Robinson has suggested that Laurentian may have been self-insured at the time of the alleged sexual assault. Laurentian does not agree that there is evidence that it was self-insured regarding liability claims, but it ultimately is of no consequence here. Whether Laurentian was ever self-insured for any purpose, the reality is that there are currently no funds segregated or reserved in respect of any self-insurance.
6. In short, Laurentian is not aware of any insurance proceeds that would be available to satisfy any judgment obtained by Ms. Robinson. For that reason, Laurentian does not think that lifting the stay on the terms proposed by Ms. Robinson is in either party's interest.
7. However, if Ms. Robinson is content to pursue her Claim against Laurentian outside of the CCAA Claims Process, with recovery limited to any available insurance proceeds, and with the knowledge that there are unlikely to be insurance proceeds available, any order lifting the stay should not prejudice Laurentian or its creditors and should make the following points explicit:
 - (a) Recovery on any judgment obtained by Ms. Robinson will be limited to available insurance proceeds (if any) and Ms. Robinson will not seek to recover as against Laurentian's current or future assets at any time;
 - (b) Laurentian will not be obligated to undertake any forensic analysis or tracing exercise to determine whether insurance (or self-insurance) policies

or potential proceeds are available, nor will it be obligated to incur any cost of same, with efforts made to date deemed to be exhaustive and complete; and

- (c) Laurentian will not be obligated to assume any costs related to defending Ms. Robinson's Claim in litigation outside the CCAA Claims Process, or any claim that may be asserted by or on behalf of any other third party in respect of Ms. Robinson's Claim.

- 8. Laurentian does not agree that the relief requested in the Lift Stay Motion is appropriate in the circumstances, for the reasons discussed above and detailed further below. However, to the extent the Court is inclined to grant the requested relief, Laurentian respectfully requests that the above terms are included in any order lifting the stay.

PART II - FACTS

The Initial Order and the Claims Process Order

- 9. On February 1, 2021, the Court granted an initial order (the "**Initial Order**") that, among other things, appointed Ernst & Young Inc. as monitor (the "**Monitor**") of Laurentian University of Sudbury ("**Laurentian**") in this proceeding and approved a stay of proceedings for the initial 10-day period (the "**Stay Period**"). The Stay Period has been most recently extended through various court Orders up to and including May 31, 2022.
- 10. On May 31, 2021, the Court issued the Claims Process Order (as amended and restated from time to time, the "**Claims Process Order**") approving a claims process to identify,

determine, and resolve claims of creditors of the Applicant, other than employee and related claims (the “**Claims Process**”).

11. Laurentian obtained an order on December 20, 2021 approving the appointment of three claims officers: the Honourable Clément Gascon, the Honourable J. Douglas Cunningham, and W. Niels Ortved (collectively, the “**Claims Officers**”).

Ms. Robinson’s Claim

12. On July 28, 2021, in accordance with the Claims Process Order, Ms. Robinson (the “**Claimant**”) submitted a Proof of Claim (the “**Claim**”) to the Monitor asserting a claim against Laurentian in the amount of \$5 million. The Claim alleges that the Claimant is a former student at Laurentian and that, in or around 1979, she was sexually assaulted by Professor John Sahadat, who the Claimant alleges was employed by Laurentian.²
13. On February 1, 2022, the Monitor issued a Notice of Revision or Disallowance disallowing the Claim in full. The Monitor noted that Professor Sahadat was never an employee of Laurentian, but rather appears to have been an employee of the University of Sudbury.³
14. On February 11, 2022, the Claimant delivered a Dispute Notice to the Monitor.⁴ The Monitor referred the Claim for resolution to the Honourable J. Douglas Cunningham, one of the Claims Officers appointed in the proceeding.

² Proof of Claim, dated July 28, 2021, Motion Record of Barbara Jean Robinson, Tab 9.

³ Notice of Disallowance, dated February 1, 2022, Motion Record of Barbara Jean Robinson, Tab 10.

⁴ Notice of Dispute, dated February 11, 2022, Motion Record of Barbara Jean Robinson, Tab 11.

Laurentian's Extensive Efforts to Locate an Applicable Insurance Policy

15. Upon receiving notice of the Claimant's Claim, Laurentian undertook extensive efforts to locate an insurance policy that might provide coverage for the Claim, in respect of an event that allegedly occurred more than 40 years ago.
16. In short, Laurentian has been unable to locate an applicable insurance policy from the time the Claim arose in or around 1979 (the "**Relevant Time**"). Laurentian's records related to insurance at the Relevant Time are limited and incomplete.⁵
17. Laurentian has provided extensive information to the Claimant's counsel detailing its unsuccessful efforts to locate any applicable insurance policy.
18. In particular, on March 8, 2022, Laurentian delivered sworn affidavits from Raymond Coutu (who was Laurentian's Director of Procurement, Contract, and Risk from 2007 to 2021) and Normand Lavallee (who has been Laurentian's Associate Vice President, Finance and Administration, since 2010), detailing the steps taken by Laurentian to locate a policy that might provide coverage for the Claim.⁶
19. Mr. Coutu's affidavit indicates the following:⁷

⁵ Letter from A. Hanrahan to A. Zaltz, dated March 24, 2022, Applicant's Responding Motion Record at Tab 1, Exhibit "A".

⁶ Affidavit of Raymond Coutu sworn March 2, 2022 ("**Coutu Affidavit**") and Affidavit of Normand Lavallee sworn March 4, 2022 ("**Lavallee Affidavit**"), Motion Record of Barbara Jean Robinson at Tabs 6 and 7.

⁷ Coutu Affidavit, Motion Record of Barbara Jean Robinson at Tab 7, paras. 6, 9-18.

- (a) Laurentian's files related to insurance prior to the mid-1990s consist of two file folders of hard copy documents that appear to be incomplete and do not include all of Laurentian's historical insurance policies.
- (b) Mr. Coutu searched the two file folders of records and did not locate a liability policy from the Relevant Time, nor did he locate any information in the files that would identify the name of Laurentian's liability insurer during the Relevant Time.
- (c) Laurentian's records indicated that W. Bruce Martin Insurance may have been Laurentian's insurance broker in the 1980s. Mr. Coutu understands that W. Bruce Martin Insurance was acquired by BrokerLink in the late 1990s, and so he reached out to BrokerLink to see if they could locate any relevant information in their files. BrokerLink informed Mr. Coutu that it did not have any records available prior to 1996 and did not have any relevant information in its archives.
- (d) Laurentian's in-house legal counsel searched Laurentian's vault that contains certain hard-copy records in Laurentian's possession, for any insurance policies from the Relevant Time and informed Mr. Coutu that no such policies were located.
- (e) Mr. Coutu spoke to numerous current and former Laurentian employees to see if they could provide any further information, but those efforts did not lead to any additional information.
- (f) Mr. Coutu spoke to Laurentian's current liability insurer and insurance broker, neither of which were able to provide any additional suggestions or information.

20. Mr. Lavallee's affidavit indicates the following:⁸

⁸ Lavallee Affidavit, Motion Record of Barbara Jean Robinson at Tab 6, paras. 6-8, 11-13.

- (a) Mr. Lavallee searched the records in Laurentian's Department of Financial Services to see whether any insurance policies or relevant information from the Relevant Time might be available.
 - (b) For the period prior to 2003, Laurentian has in its records a manual ledger, but the ledger does not contain any detailed information identifying specific transactions, payments made, or payees. Laurentian does not have invoices for the time period prior to 2003.
 - (c) Laurentian also has in its records year-end working papers for 1998 to present, as well as year-end working papers for the year 1975.
 - (d) In April 2021, Mr. Lavallee undertook a search of the records described above and did not locate any files related to insurance or any other relevant information.
 - (e) In February 2022, Mr. Lavallee conducted an additional search and located the year-end working paper from 1975 regarding Laurentian's calculation of prepaid insurance from 1975. The document is handwritten and difficult to read, but it appears to indicate that Reed, Shaw, Stenhouse, which was an insurance broker, provided some services to Laurentian in 1975.
21. With respect to the reference in the 1975 working paper to Reed, Shaw, Stenhouse, Laurentian's insurance counsel made inquiries with Aon Canada (because he understood that Reed, Shaw, Stenhouse is now part of Aon) to see if any relevant records were

available. Aon indicated that it reviewed its records and does not have any records available from the Relevant Time.⁹

22. Both Mr. Coutu and Mr. Lavallee indicate that, other than what is described in their affidavits, they are not aware of any potential sources of information that may assist with locating a policy or identifying an insurer from the Relevant Time.¹⁰

Laurentian Has No Funds Traceable to Self-Insurance

23. The Lift Stay Motion suggests that Laurentian was self-insured during the Relevant Time. This is based on a reference in Laurentian’s financial statements for fiscal year ended April 30, 1980 to a liability for “self-insurance”.¹¹

24. There is no evidence that this reference in the financial statements shows that Laurentian was self-insured for liability claims. Laurentian’s understanding is that this reference is purely an accounting entry that sets an internal reserve in Laurentian’s operating account. It is likely for payment of insurance deductibles in a particular year, although it may also refer to self-insurance for benefit plans. It does not indicate that Laurentian was self-insured for liability claims, nor does it indicate that specific funds were segregated or maintained for self-insurance.¹²

⁹ Email between Larry Theall and Harris Kaplan, dated March 22, 2022, Applicant’s Responding Motion Record at Tab 1, Exhibit “B”.

¹⁰ Coutu Affidavit, Motion Record of Barbara Jean Robinson at Tab 7, para. 19; Lavallee Affidavit, Motion Record of Barbara Jean Robinson at Tab 6, para. 14.

¹¹ Notice of Motion, Motion Record of Barbara Jean Robinson at Tab 1, para. 7.

¹² Letter from A. Hanrahan to A. Zaltz, dated March 24, 2022, Applicant’s Responding Motion Record at Tab 1, Exhibit “A”, page 7.

25. In any event, to the extent Laurentian was ever self-insured for any purpose, Laurentian does not currently have any funds segregated or maintained in respect of self-insurance. Laurentian is not aware that any funds were ever specifically segregated or maintained in respect of self-insurance, however, to the extent that they ever were, Laurentian no longer possesses such funds and is insolvent. At the time of Laurentian's CCAA Application, Laurentian did not have any account containing funds in respect of any self-insurance that might have previously existed.¹³
26. Counsel for the Court-appointed Monitor has confirmed to the Claimant's counsel that no funds exist in respect of any self-insurance at Laurentian.¹⁴

The Lift Stay Motion

27. On March 16, 2022, the Claimant's counsel served the Lift Stay Motion seeking to lift the stay imposed by the Initial Order and add Laurentian as a defendant to an action the Claimant has commenced in the Ontario Superior Court of Justice against the University of Sudbury (the "**USudbury Action**").
28. The USudbury Action relates to the same or substantially similar subject matter as the Claimant's Claim against Laurentian – i.e., the alleged sexual assault committed by Professor Sahadat against the Claimant – and seeks to hold the University of Sudbury vicariously liable for the alleged actions of Professor Sahadat.¹⁵

¹³ Ibid. at page 8.

¹⁴ Ibid.

¹⁵ Statement of Claim, Motion Record of Barbara Jean Robinson at Tab 4.

29. The Lift Stay Motion indicates that, if the stay is lifted and Laurentian is added as a defendant to the USudbury Action, the Claimant's recovery on any judgment obtained will be limited to "such insurance proceeds (if any) as are determined to be available to [Laurentian]" and she will not seek to recover "as against [Laurentian's] current or future assets". The Lift Stay Motion indicates that the Claimant will immediately withdraw her Claim from the CCAA claims process if the Lift Stay Motion is granted.¹⁶
30. In addition, in a Supplemental Factum served by the Claimant on March 30, 2022, the Claimant seeks an order allowing her to cross-examine Mr. Coutu and Mr. Lavallee by way of written questions, and permission to make an application for a declaration that Laurentian has insurance coverage.¹⁷

PART III - THE ISSUE

31. This motion raises one issue to be determined: should the Court lift the stay of proceedings imposed by the Initial Order and allow the Claimant to add Laurentian as a defendant to the USudbury Action, with any judgment enforceable only as against available insurance proceeds (if any)?

PART IV - THE LAW AND ANALYSIS

32. Laurentian does not believe the relief sought in the Lift Stay Motion is the appropriate way to proceed, given the unavailability of insurance to indemnify the Claimant's Claim.

¹⁶ Notice of Motion, Motion Record of Barbara Jean Robinson at Tab 1, para. 2.

¹⁷ Supplemental Factum of Barbara Jean Robinson at page 14.

However, to the extent that the Claimant still wishes to proceed as requested in the Lift Stay Motion, any Order lifting the stay of proceedings should not prejudice Laurentian or its creditors. As discussed further below, the Order should be clear that: (i) recovery against Laurentian on any judgment that may ultimately be obtained is strictly limited to available insurance proceeds, if any; (ii) Laurentian will not be obligated to undertake any forensic or similar analysis or tracing exercise to determine whether insurance (or self-insurance) policies or proceeds are available, nor will it be obligated to incur any cost of same; and (iii) Laurentian will not be obligated to assume any costs related to defending the USudbury Action or any claim that may be issued against Laurentian by Ms. Robinson.

The Requested Relief is Not Appropriate Because There Are No Insurance Proceeds Available

33. The relief sought in the Lift Stay Motion is not appropriate in the circumstances for the simple reason that Laurentian has not located any insurance policy to indemnify the Claimant's Claim, nor does it expect that such a policy will be located in the future. Put simply, it does not make sense for the stay to be lifted to allow the Claimant to pursue a judgment that can only be enforced against insurance proceeds, where there are no insurance proceeds available.
34. As described above, Laurentian undertook an extensive search for an insurance policy that may have been in place 43 years ago that might possibly respond to the Claim, assuming that Laurentian is even an appropriate party for such claim to be asserted against, which is not accepted. Unfortunately, no policy was located. Laurentian has provided the Claimant with Affidavits detailing the significant efforts that Laurentian undertook to locate an insurance policy applicable to the Claim and has provided the Claimant with other

information requested, including historical financial statements. The bottom line is that no insurance policy has been located.

35. Counsel for both Laurentian and the Monitor have communicated these facts to counsel for the Claimant and have expressed the view that proceeding as the Claimant proposes is not appropriate in the circumstances.¹⁸

Whether Laurentian Was Self-Insured is of No Consequence

36. The Claimant suggests that Laurentian's 1979-1980 financial statements indicate that Laurentian was self-insured at the material time and there is a "novel question of law" as to how self-insurance should be treated in the circumstances. The Claimant, however, does not articulate how she believes self-insurance should be treated in the circumstances.

37. The Claimant is mistaken. There is no novel issue to be determined and whether Laurentian was self-insured is of no consequence to how the Claimant's Claim should be addressed in this CCAA proceeding.

38. As an initial matter, the financial statements do not conclusively indicate that Laurentian was self-insured for liability claims. As noted above, Laurentian's understanding is that the reference in the financial statements is purely an accounting entry that likely refers to payments of insurance deductibles in a particular year, although it may also refer to self-insurance for benefit plans.

¹⁸ See, e.g. Responding Motion Record at pages 8-9.

39. In any event, even if Laurentian were self-insured for any purpose at any time in its history, there is nothing novel about how self-insurance should be treated in the circumstances. As the Court has recognized, self-insurance “is a misnomer. Self-insurance is not insurance at all. Someone self-insures by *not* buying insurance. It is a phrase that just means that a person is willing to undertake a liability without obtaining insurance for that risk”.¹⁹
40. In other words, even if the Claimant is correct that Laurentian was self-insured (which is disputed), that simply means that Laurentian assumed the risk of liability with respect to any resulting claims. However, Laurentian is now insolvent and does not have any funds segregated or maintained in respect of self-insurance. Counsel for the Court-appointed Monitor has confirmed that fact to the Claimant’s counsel.
41. Whether Laurentian was ever self-insured is of no consequence because there are currently no self-insurance proceeds for the Claimant to enforce a judgment against.

Any Lift Stay Order Must Be Carefully Tailored and Not Prejudice Laurentian’s Creditors

42. The stay of proceedings “is the engine that drives the broad and flexible statutory scheme of the CCAA” and is “the key element of the CCAA process”.²⁰ The lifting of a stay is discretionary and a party seeking to lift the stay faces a very heavy onus.²¹ In considering whether to lift the stay, the court should consider whether there are sound reasons for doing

¹⁹ *Rojas v. Manufacturers Life Insurance Company*, 2014 ONSC 7240 at [para. 26](#).

²⁰ *Canwest Global Communications Corp. (Re)*, 2009 CanLII 70508 (ON SC) [“*Canwest*”] at [para. 28](#).

²¹ *Canwest* at [para. 32](#).

so consistent with the objectives of the CCAA, including a consideration of the balance of convenience and the relative prejudice to the parties.²²

43. To the extent the Court is inclined to grant the Lift Stay Motion, the Applicant argues that Order should not prejudice Laurentian or its creditors in any way. To that end, it should be clear that: (i) recovery against Laurentian on any judgment obtained is strictly limited to available insurance proceeds, if any; (ii) Laurentian will not be obligated to undertake any forensic or other analysis or tracing exercise to determine whether insurance (or self-insurance) policies or proceeds are available, nor will it be obligated to assume the cost of same; and (iii) Laurentian will not be obligated to assume any costs related to defending the USudbury Action or any other action that Ms. Robinson may bring in respect of this Claim.

i. Recovery Must Be Limited to Available Insurance Proceeds, If Any

44. The Claimant's Notice of Motion confirms that the order sought by the Lift Stay Motion will "limit[] the enforceability of any judgment in the [USudbury Action] to such insurance proceeds (if any) as are determined to be available to [Laurentian], and not as against [Laurentian's] current or future assets".²³

45. That limitation on the enforceability of any judgment is critical to ensuring that neither Laurentian nor any other creditors in the Claims Process are prejudiced by the Claimant proceeding outside of the Claims Process. If there were an insurer to defend and indemnify

²² [Ibid.](#)

²³ Motion Record at page 24-25.

the Claimant's Claim against Laurentian, then there would be no prejudice to Laurentian or its creditors in lifting the stay. Absent insurance, however, Laurentian's current and future assets must be preserved for all creditors – indeed, that is precisely the purpose of a stay of proceedings and a coordinated Claims Process.

46. That is the basis on which the Court of Appeal approved the lifting of the stay of proceedings in *Algoma Steel Corp. v. Royal Bank of Canada, et al.*, 1992 CanLII 7413 (ON CA), which the Claimant relies on. In approving the lifting of the stay for the limited purpose of pursuing recovery against applicable insurance proceeds, the Court of Appeal stated that “it cannot be said that any interest is affected adversely except possibly that of [the insurer].”²⁴ Critically, however, the Court of Appeal also stated that “it would be an unacceptable exercise of jurisdiction if the effect of granting leave to [the creditor] to proceed against the [debtor] would be to render vulnerable to possible execution any assets other than insurance proceeds, if any, that may be available...”²⁵
47. The same reasoning applies here. Any lift stay order must explicitly limit the enforceability of a judgment to available insurance proceeds, if any, and prohibit any enforcement on Laurentian's current or future assets.

²⁴ *Algoma Steel Corp. v. Royal Bank of Canada, et al.*, [1992 CanLII 7413 \(ON CA\)](#). See also *Cary Canada Inc. (Re)*, 2006 CanLII 41289 (ON SC) at [para. 10](#).

²⁵ [Ibid.](#)

ii. Laurentian Should Not Be Required to Undertake Any Forensic Analysis or Tracing to Search For Insurance or Self-Insurance Proceeds

48. Any order lifting the stay of proceedings should be clear that Laurentian is not required to undertake any kind of forensic tracing or similar analysis regarding the existence of self-insurance proceeds. Laurentian has already undertaken a detailed effort to locate an applicable insurance policy. Moreover, Laurentian's finances have been extensively reported on in prior Monitor's reports, its audited financial statements are publicly available, and the Monitor has informed the Claimant that no self-insurance funds exist.

49. No further disclosure is required. At this critical juncture of the CCAA proceeding, with Laurentian working to put together an acceptable Plan of Arrangement for creditors in a very short timeframe, Laurentian does not have the time, resources, or funds to support an unnecessary fishing expedition to see if self-insurance funds (to the extent they ever even existed) can be traced.

iii. Laurentian Should Not Be Required to Assume the Cost of Defending the USudbury Action

50. Finally, to ensure that there is no prejudice to Laurentian or its other creditors, any lift stay order must ensure that Laurentian is not required to assume the cost of defending the USudbury Action or any similar action that may be brought by Ms. Robinson. If the USudbury Action is to proceed against Laurentian, there must be an applicable insurance policy with an insurer required to assume the costs of the defence. Laurentian is insolvent and in the middle of a complex restructuring with limited resources. It cannot afford to spend precious resources on defence costs in the USudbury Action. Indeed, one of the main purposes of a Claims Process is to avoid exactly that scenario.

51. Practically speaking, this means that the issue of whether there is insurance that responds to the Claim must be resolved *before* the USudbury Action proceeds on the merits. Absent a resolution of that issue, and the location of an insurer to assume defence costs for the USudbury Action, there is a significant likelihood that Laurentian will be prejudiced. First, it would require Laurentian to expend resources defending the USudbury Action that Laurentian does not have available. Second, it would be doubly prejudicial for Laurentian to assume all of the costs of defending the USudbury Action to a judgment, only for the Claimant to then determine that there are no insurance proceeds available to satisfy a judgment. Accordingly, in the event the stay is lifted, the availability of insurance proceeds, and an insurer to fund defence costs, must be determined before the USudbury Action proceeds on the merits. In the Applicant's respectful view, the exercise undertaken to date confirms that issue.

The Requested Relief Will Unnecessarily Delay Resolution of the Claim

52. The Claimant's request for cross-examination by written questions of Mr. Coutu and Mr. Lavallee, and then a further application for a declaration regarding Laurentian's insurance, are unnecessary and will delay resolution of her Claim. They should therefore not be permitted.
53. Laurentian is at a critical stage in its restructuring process. All efforts are focused on developing a Plan that can be proposed to creditors, with the intention to seek a Meeting Order prior to the expiry of the current Stay Period on May 31, 2022.
54. Getting to that stage requires efficiently dealing with claims in the Claims Process, including the Claimant's. The Claimant's Claim has already been reviewed and

determined by the Monitor and has been referred to the Claims Officer for resolution. It is ready to proceed and should proceed.

55. A CCAA claims process is different from typical litigation proceedings. Expediency and efficiency in the determination of claims against CCAA debtors furthers the purpose of the CCAA, which is to avoid the devastating social and economic effects of commercial bankruptcies²⁶ by permitting the debtor company to carry on business and reserve the status quo while "attempts are made to find common ground amongst stakeholders for a reorganization that is fair to all".²⁷
56. The Claimant has not identified any compelling need to cross-examine Mr. Coutu or Mr. Lavallee by written questions, and there is no need for a further application regarding Laurentian's insurance. Those steps will only serve to unnecessarily delay resolution of the Claim and should be denied.

PART V - RELIEF REQUESTED

57. For all of the foregoing reasons, the Applicant respectfully submits that the relief sought in the Lift Stay Motion is not appropriate and should be denied. However, to the extent the Court is inclined to grant the Lift Stay Motion, the Applicant respectfully requests that it conform with the requirements raised herein.

²⁶ *Re Ted Leroy Trucking [Century Services] Ltd*, 2010 SCC 60 at [para 15](#) ("*Century Services*").

²⁷ *Century Services* at [para 77](#).

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 31st day of March, 2022.

Thornton Grout Finnigan LLP

Thornton Grout Finnigan LLP

Counsel for the Applicant

SCHEDULE “A” – LIST OF AUTHORITIES

1. [*Rojas v. Manufacturers Life Insurance Company*, 2014 ONSC 7240](#)
2. [*Canwest Global Communications Corp. \(Re\)*, 2009 CanLII 70508 \(ON SC\)](#)
3. [*Algoma Steel Corp. v. Royal Bank of Canada, et al.*, 1992 CanLII 7413 \(ON CA\)](#)
4. [*Cary Canada Inc. \(Re\)*, 2006 CanLII 41289 \(ON SC\)](#)
5. [*Re Ted Leroy Trucking \[Century Services\] Ltd*, 2010 SCC 60](#)

SCHEDULE “B” – RELEVANT STATUTES

None.

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

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Proceedings commenced at Toronto

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