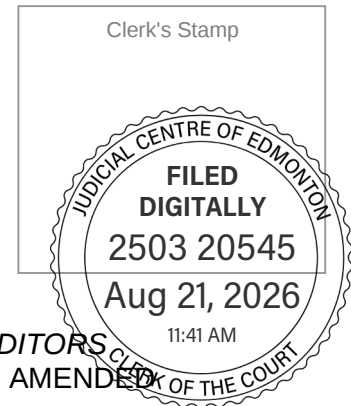


COURT FILE NO. 2503 20545

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON



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

AND IN THE MATTER OF CHRISTENSON EQUITIES LTD.,
CHRISTENSON COMMUNITIES LTD., DEVONSHIRE VILLAGE LTD.,
DEVONSHIRE MEWS LTD., DEVONSHIRE MANOR LTD., ROYAL
OAK DEV. LACOMBE LTD., CITADEL MEWS LTD., BEDFORD
VILLAGE LTD., GLASTONBURY MEWS LTD., GLASTONBURY
VILLAGE LTD., CHRISTENSON VILLAGE AT WESTMOUNT LTD.,
TIMBERSTONE COMMUNITIES LTD., PARK AVENUE AT
CREEKSIDE LTD., WHITECOURT VILLAGE LTD., CHRISTENSON
DEVELOPMENTS LTD., WESTMOUNT SECURITY CORP.,
TIMBERSTONE MEWS SECURITY CORP., SOUTHWOODS
SECURITY CORP., ROYAL OAK MORTGAGE SECURITY SERVICES
INC, GLASTONBURY SECURITY CORP., DEVONSHIRE SECURITY
CORP., PARK AVENUE SECURITY CORP., BEDFORD SECURITY
CORP., NETWORK CONSULTING CORPORATION, 585436
ALBERTA LTD. and 1831993 ALBERTA LTD.

DOCUMENT **BRIEF OF LAW - LABOUR PROCEEDINGS STAY (ADVICE AND
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ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

DARREN R. BIEGANEK, KC / RYAN
QUINLAN / ZACHARY SOPROVICH
/ AYDIN MCCLELLAND
Barrister & Solicitor
Phone: 780-441-4386 / 780-441-
4336 / 780-409-4428
Fax: 780-428-9683
Email: dbieganek@dcllp.com /
rquinlan@dcllp.com /
zsoprovich@dcllp.com

File #212553
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, AB T5J 3V9

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I. INTRODUCTION

1. The Applicants in these *Companies' Creditors Arrangement Act*, RSC 1985, c C-36¹ proceedings are referred to as the “**Christenson Group**” or the “**Applicants**”.
2. This Brief is provided in response to the application made by Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants (the “**Monitor**”) for advice and directions (the “**Advice and Directions Application**”) regarding scope and effect of the Order of the Honourable Justice J.J. Gill granted June 25, 2026 (the “**June 25 Order**”), specifically whether the June 25 Order applies to the application for certification filed by the Alberta Union of Provincial Employees (“**AUPE**”) on August 5, 2026 in respect of a unit of employees of Arch Services Ltd. (“**Arch**”) comprising all employees at The Ravines at Park Avenue (Board File No. CR-06455) (the “**Fresh Certification Application**”), and any potential future alike applications,.
3. The Christenson Group submits that a plain reading of the June 25 Order and the associated materials demonstrate that the June 25 Order was clearly intended to stay all labour relations proceedings brought by the AUPE, including the Fresh Certification Application, in order to maintain the status quo in respect of Arch and the Applicants pending sales of the Applicants' Communities.

II. FACTS

4. The detailed background of these CCAA proceedings is set out in ten affidavits sworn by Gregory Christenson (“**Greg**”) in these proceedings.²
5. However, the facts germane to this Advice and Directions Application are set out in the Eighth Affidavit of Gregory Christenson sworn June 15, 2026 (the “**Eighth Christenson Affidavit**”) and the Affidavit of Lin Qu, sworn August 20, 2026.³ A summary of the facts relevant to the present application have been outlined below.

A. Context of the Christenson Group⁴

¹ *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 [CCAA] [TAB 1].

² Respectively sworn October 6, 2025 (the “**First Christenson Affidavit**”); October 16, 2025 (the “**Second Christenson Affidavit**”); October 20, 2025 (the “**Third Christenson Affidavit**”); November 10, 2025 (the “**Fourth Christenson Affidavit**”); January 6, 2026 (the “**Fifth Christenson Affidavit**”); February 17, 2026 (the “**Sixth Christenson Affidavit**”); March 9, 2026 (the “**Seventh Christenson Affidavit**”); and June 15, 2026 (the “**Eighth Christenson Affidavit**”); July 20, 2026 (the “**Ninth Christenson Affidavit**”); August 4, 2026 (the “**Tenth Christenson Affidavit**”).

³ Affidavit of Lin Qu, sworn August 20, 2026 (the “**Qu Affidavit**”).

⁴ Eighth Christenson Affidavit at paras 5-11.

6. The Christenson Group manages ten communities (each a “**Community**” and together the “**Communities**”), containing a total of 1,173 seniors’ residential units. The Communities are located across greater Edmonton, Lacombe, Whitecourt, Red Deer, and Rocky Mountain House.
7. The Communities have a mix of rental units, life lease units, and Designated Supported Living units, and most Communities contain all three types.
8. Prior to these CCAA proceedings, potential residents in all Communities (except the Whitecourt Community) were offered Life Lease arrangements, which generally called for the payment of a large deposit (a “**Deposit**”), often several hundred thousand dollars. Upon payment, the residents would become *de facto* secured lenders on the Community and receive reduced rent. After the resident stops living at the Community, they would be entitled to a refund of the Deposit, less some charges. These residents are referred to as “**Life Lease Claimants**”, and include current residents, and former residents still waiting for the return of their Deposits.

B. Procedural History⁵

9. On October 17, 2025, the Christenson Group obtained protection under the CCAA by way of the Initial Order.
10. On October 27, 2025, this Honourable Court granted the Amended and Restated Initial Order (the “**ARIO**”), which imposed a stay of proceedings for the duration of the Stay Period (as defined in the ARIO, and as extended by further Orders of this Court, in respect of the Applicants and other named third parties therein (the “**Stay**”)). In particular, paragraphs 16-17 of the ARIO specifically prohibited proceedings from being “commenced or continued” against certain specified parties subject to the Stay, or affecting the property or business of such parties.
11. On January 14, 2026, the stay under the CCAA and the Stay Period was extended to Arch.
12. On February 25, 2026, the Stay Period was extended to September 30, 2026, and specifically as related to the Stay Period applicable to Arch respecting AUPE’s application for certification before the Alberta Labour Relations Board (related to the Devonshire Community), the Stay Period was extended to 10 a.m. on March 3, 2026.
13. Pursuant to a Consent Order granted March 3, 2026, the extension of the Stay Period to Arch was vacated without prejudicing the ability of Arch or the Christenson Group to bring

⁵ Qu Affidavit at paras 2-14.

a further application for relief pursuant to section 11.1(3) of the CCAA to reinstate the Stay over Arch.

14. Returnable on June 25, 2026, the Christenson Group brought an application seeking to extend the Stay to certain broadly contemplated or defined AUPE labour proceedings in respect of Arch, the Christenson Group, and Greg Christenson (the “**June 25 Application**”). At this application, the June 25 Order was granted.
15. On July 14, 2026, the AUPE filed an application in the Court of Appeal of Alberta seeking leave to appeal the June 25 Order on the grounds including that it “grant[ed] a broad stay of all existing and future proceedings before the Alberta Labour Relations Board (the “**Board**” or the “**ALRB**”) under the Alberta Labour Relations Code.” Further, the AUPE listed one of the grounds of appeal as whether “the Chambers Justice err[ed] by unreasonably expanding the scope of the Stay to include future proceedings before the Alberta Labour Relations Board?”
16. On August 5, 2026, the AUPE filed the Fresh Certification Application with the Board. The Fresh Certification Application was pursuant to sections 32 and 33 of the *Labour Relations Code*, RSA 2000, c L-1 (the “**Code**”), which are found under Part 2, Division 5 of the Code.
17. By letter dated August 6, 2026, the Board advised the AUPE and Arch that the Fresh Certification Application appeared to be stayed by the June 25 Order and advised that it intended to take no further action on the Fresh Certification Application until the stay is varied, lifted, or expired.
18. On August 7, 2026, the Chair of the Board noted that there was a clear disagreement between the parties as to whether the June 25 Order stayed the Fresh Certification Application. The Board advised that this Court was best positioned to clarify the scope of the June 25 Order, and that no further steps would be taken by the Board until the Court provided further direction.

III. ISSUES

19. The only issue before this Honourable Court is the proper interpretation of the scope and effect of the June 25 Order and, particularly, whether the Order stays the Fresh Certification Application of the AUPE in these proceedings.
20. The Christenson Group respectfully submits that the June 25 Order has stayed the Fresh Certification Application and other potential alike proceedings, as it applies to all labour proceedings brought by the AUPE in respect of Arch and the Applicants.

IV. LAW AND ARGUMENT

A. General Interpretation of Court Orders

21. Court orders must be interpreted by “reading them as a whole, in the context of the pleadings, the arguments made by the parties, the factual and legal context in which the order was made, and the intention of the court that granted the order.”⁶ The court order must be interpreted as a holistic document.⁷
22. Even where an order is derived from a template order, it must be interpreted in the context of the particular litigation in which it was granted.⁸

B. The June 25 Order Stayed the Fresh Certification Application

23. On a plain reading, it is clear that the June 25 Order stays the Fresh Certification Application and all existing and future labour relations proceedings brought by the AUPE.
24. The June 25 Order provides, amongst other things:

2. In this Order, “**Labour Proceedings**” mean, collectively proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees (“AUPE”) to the ALRB including:

- a. the Application submitted April 15, 2026, by seeking remedies including a declaration that certain entities are common employers (Board File GE-09698), as amended by the AUPE on May 29, 2026 (the “**Common Employer Application**”);
- b. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 7 of the *Labour Relations Code*;
- c. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 5 of the *Labour Relations Code*; and
- d. existing and future proceedings before the ALRB seeking remedies under Part 2, Division 10 of the *Labour Relations Code*.⁹

⁶ *Weinrich Contracting Ltd v Wiebe*, 2022 ABCA 176 at para 25 [“**Weinrich Contracting**”] [TAB 2].

⁷ *Kantor v Kantor*, 2023 ABCA 237 at para 23 [TAB 3].

⁸ *Weinrich Contracting* at para 25.

⁹ Qu Affidavit at para 3, Exhibit “D”.

25. Paragraph 3 of the June 25 Order then provides that, pursuant to section 11.1(3) of the CCAA, the Labour Proceedings (as defined in the June 25 Order) are stayed for the duration of the Stay Period and that, unless otherwise specified by the Court, future Orders extending the Stay Period will extend the stay of the Labour Proceedings.¹⁰
26. As outlined above, paragraph 2 of the June 25 Order defined “Labour Proceedings” to mean, collectively, proceedings brought in respect of Arch, the Christenson Group, and Greg by the AUPE to the Board. This is a broad and general definition of “Labour Proceedings”, which are stayed by the June 25 Order.
27. It is the Applicants’ respectful submission that this broad definition of “Labour Proceedings”, in combination with paragraph 3 of the June 25 Order, answers the question before this Honourable Court. It is clear that the Fresh Certification Application is stayed by the June 25 Order since AUPE’s Fresh Certification Application represents proceedings brought in respect of Arch, the Applicants, and/or Greg by AUPE to the ALRB. This is exactly what was stayed by the June 25 Order.
28. The June 25 Order then goes on in any event to specify that Labour Proceedings include without limitation existing and future proceedings before the ALRB seeking remedies under Part 2, Divisions 5, 7, and 10 of the Code.
29. Paragraphs 2(a), (b), (c) and (d) are only specific enumerations of the general stay applied by the June 25 Order to all “...proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees (“AUPE”) to the ALRB...” They do not however amend the broad and general definition of “Labour Proceedings” used in the June 25 Order.
30. Further, and in any event, AUPE’s Fresh Certification Application specifies that it is being brought pursuant to sections 32 and 33 of the Code. Those provisions are found within Part 2, Division 5 of the Code. Therefore, in any event, the Fresh Certification Application falls squarely within the contemplation of paragraph 2(b) of the June 25 Order and is, accordingly, subject to the Stay.
31. It is the Applicants understanding that AUPE now seeks to draw a conclusion that “remedies” pursuant to and as contemplated within the June 25 Order was intended to be read in accordance with section 17 of the Code and that the Fresh Certification Application, which falls within Division 5 of the Code, is not in breach of the June 25 Order.
32. Leaving aside the reality that the Fresh Certification Application represents proceedings brought in respect of Arch, the Applicants, and/or Greg by AUPE to the ALRB in breach of the June 25 Order, the Applicants note and submit that references to “remedies” in

¹⁰ Qu Affidavit at para 3, Exhibit “D”.

paragraph 2 of the June 25 Order are not linked to, or defined by, any definitions or remedies pursuant to the Code.

33. “Remedies” in the present context of the subsections 2(b), (c), and (d) of the June 25 Order was intended to mean any further labour relations proceedings or issues brought under the specified parts or provisions of the Code. Should “remedies” have been intended to be read in strict accordance with the Code, the June 25 Order would have been defined that term as such. The reality is that AUPE is seeking something from the Board, whether it is called an “order”, a “remedy” or some other kind of “relief”, which in the Applicants submission was obviously intended to be covered by the Stay under the June 25 Order.
34. If AUPE’s asserted interpretation of the June 25 Order were accepted; it would render the explicit purpose and intent of the June 25 Order null.
35. Further, this argument does not, in any event, negate the basic definition of Labour Proceedings which again was “proceedings brought in respect of Arch, the Applicants, and Gregory Christenson by the Alberta Union of Provincial Employees (“AUPE”) to the ALRB...”
36. The Applicants respectfully submit that the correct reading of the June 25 Order should be directly what is apparent on its face: the June 25 Order stayed all existing and future labour relations proceedings brought by the AUPE to the Board in respect of Arch, Greg and/or the Applicants.

C. The Pre-June 25 Order Materials Support the Fresh Certification Application Being Stayed

37. The above interpretation is supported by the record as a whole before the Court, including the June 25 Application materials and the submissions that led to its issuance.
38. The scope and effect of the June 25 Order being in relation to all labour relations proceedings brought by the AUPE is made further apparent when considering the materials filed in support of the Application and the argument before Justice Gill on June 25, 2026. When read in that context, there can be no serious dispute that the Court intended to and did stay all labour proceedings being pursued by AUPE through the labour relations process, including the Fresh Certification Application.
39. The Application filed by the Applicants that led to the June 25 Order expressly stated that part of the relief being sought in the Application included:

an Order that section 11.1(2) of the CCAA does not apply **in respect of proceedings before the Alberta Labour Relations Board (“ALRB”) brought by the Alberta Union of Provincial Employees (“AUPE”)**

against the Applicants, Arch Services Ltd., Gregory Christensen (“Greg”), and Village at Westmount Partnership; and certain other types of applications and collectively bargaining processes (collectively the “Labour Proceedings”), or alternatively or additionally, that the ongoing stay of proceedings applies to the Labour Proceedings (emphasis added).¹¹

40. Further, in the filed Application, the Christenson Group argued:

43. In the circumstances, the Applicants are of the view that the proceedings before the AUPE must be stayed pending the closing of the General Offer. Doing so is in the interests of all of the stakeholders of the Christenson Group including the senior secured lenders, the Life Lease Claimants, the residents and the employees of Arch who work in the Communities.

44. On balance, maintaining the status quo until the General Offer closes is in everyone’s best interests, as it will allow the sale to conclude and then any labour relations issues can be addressed with the Successful Bidder (emphasis added).¹²

41. The purpose of the Order being to stay all labour proceedings in this matter was further confirmed in the Christenson Group’s Brief filed in support of the June 25 Order (the “**June 25 Brief**”).

42. Pursuant to the June 25 Brief, the Christenson Group specifically articulated that the relief being sought in relation to all AUPE labour matters was:

74. The declaration sought is that section 11.1(2) of the CCAA does not apply in respect of:

- a. the Common Employer Application;
- b. future proceedings to certify additional bargaining units;
- c. future proceedings to obtain orders modifying bargaining units, making successor trade union and successor employer declarations, and making common employer declarations; and
- d. the collective bargaining process (the ability to of a union to present notices to bargain, which trigger timelines for the union and employer to begin negotiations within 30

¹¹ Qu Affidavit at para 4, Exhibit “E”.

¹² Qu Affidavit at para 4, Exhibit “E”.

days, and exchange opening proposals within 15 days thereafter) (emphasis added).¹³

43. Considering the above, it was evidently made clear in the Christenson Group's materials in support of the June 25 Order that the relief sought was broad and directed at preventing the AUPE from continue existing applications and from bringing any additional applications to certify bargaining units, among other things, while the relevant sale of the Communities was being concluded.
44. Beyond the materials filed by the Christenson Group in support of the June 25 Order, the transcript of submissions made by the parties during the June 25, 2026 hearing (the "**Transcript**") further evidences that the June 25 Order stayed all future labour matters brought by the AUPE while the general sales process concluded.
45. In outlining the relief being sought in relation to the June 25 Application, counsel for the Christenson Group stated:

"Now, what do we seek today? What we're seeking today is a declaration under Section 11.1(2) of the CCAA respecting labour proceedings. The primary purpose is to maintain the status quo while the general sales process concludes as our goal remains, one, to obtain the best possible sale price for the communities, to maximize life lease claimant recovery, and you're going to hear me beat that drum a little bit today."¹⁴

...

"... all we're asking the Court to do, consistent with we say the jurisdiction that the Court has under the CCAA to put a pause on the ALRB process until the sale is concluded."¹⁵

46. Not only was it noted that the intended relief being sought was to stay all labour proceedings until the contemplated sales closed, but counsel for the Christenson Group further confirmed that scope and duration of the stay of the labour proceedings:

"Here what we're looking at is this, the inconvenience of a stay for a period of time to allow the sale process to proceed. **That would put on hold all labour relations activities of AUPE, including -- including the Common Employer application, but if stayed, that can be reinstated after the stay is lifted or ends**, and Section 47 of the *Labour Relations Code* outlines, and it was in our brief, but I sent it specifically to the Court earlier this afternoon, that section clearly indicates in subsection 2 that any employer, Common Employer declaration that might be made basically relates back to the date of the filing of the application... **We're asking that the stay run commensurate with the stay of proceedings that is**

¹³ Qu Affidavit at para 6, Exhibit "G".

¹⁴ Qu Affidavit at para 7, Exhibit "H" [**Hearing Transcript**] at p. 14, ll. 19-23.

¹⁵ Hearing Transcript at p. 16, ll. 31-33.

presently in place. Right now that runs to the end of September. If we anticipate a closing of October 16th, that stay will obviously need to be extended, but we've left it open for the Court to make any adjustments, as the Court can do at any time in a CCAA process to any of the orders that are granted, none are -- nothing's written in stone, and that would give the company what it needs to move forward and try and close these, maintain as much of the level of value as they can, proceed to close, do its distributions and then at that juncture we can address the continuing existence of the stay, but, in our respectful submission, that's what should happen in this case. Each case has to be governed and determined on its own merits, and we think the case is made out in the particular instance for the relief that's requested. (emphasis added)"¹⁶

47. Moreover, at no point did counsel for the AUPE raise that the June 25 Order would not prevent the AUPE from bringing subsequent labour proceedings. Instead, counsel for the AUPE's concern was the impact of the stay on the AUPE's bargaining rights:

"And so on the basis of Christenson's own statements about its complete integration, AUPE is asking the Labour Board to find that for labour relation purposes, all the Christenson entities are considered to be the employer, and this is simply to preserve AUPE's bargaining rights through the sale transaction."¹⁷

...

"Well, Sir, from a practical perspective, it's not -- it's -- AUPE has no idea what the nature of the sale or the conditions or the assurances that are going to be given in relation to that sale and how they may or may not affect its rights in relation to both the Common Employer and any subsequent successor employer application. And so if someone is -- is prepared to guarantee that AUPE's rights are unaffected in any way by the passage of time, or even the approval of a sale at the end of July and the closing of that sale in October, then I would agree that there is no prejudice, but at the moment AUPE has no idea what that transaction looks like or what the conditions are surrounding it."¹⁸

48. It is respectfully submitted that AUPE's current position, as the Applicants currently understand it, is inconsistent with their submissions during the June 25 Application.
49. The Applicants understand that AUPE's current position is that the June 25 Order merely stayed the pursuit of certain "remedies" and did not prevent it from commencing or advancing labour relations proceedings, including the Fresh Certification Application. On that interpretation, AUPE would remain free to bring subsequent applications before the Board.
50. Accordingly, if the effect of the June 25 Order was not to stay all labour relations proceedings, it is unclear why AUPE expressed concern surrounding the preservation of

¹⁶ Hearing Transcript at p. 17, ll. 3-25.

¹⁷ Hearing Transcript at p. 20, ll. 4-7.

¹⁸ Hearing Transcript at p. 25, ll. 7-15.

the AUPE's bargaining rights. For the AUPE's bargaining rights to have been impacted, the June 25 Order must have had the effect of preventing the AUPE from bringing subsequent labour relations applications. It is implicit in the AUPE's submissions at the June 25 Application that all labour relations proceedings were stayed by the June 25 Order.

51. In granting the June 25 Order, the Honourable Justice Gill stated:

What we are dealing with here is a long, complicated process that does involve many stakeholders, including a number of what could be described as vulnerable stakeholders. It involves complicated financial circumstances that have developed over the years and despite that, the parties have been successful in getting us close to what appears to be the best case scenario for a purchase.

Now, I think it is important that that status quo does remain. ...

...

So taking all of the factors into account that I have mentioned, I am going to grant the stay that is being requested and that is set out in the draft order that has been uploaded and which I am looking at right now.¹⁹

D. The Leave to Appeal Application Supports the Fresh Certification Application Being Stayed

52. The Applicants also note that AUPE's ongoing Leave to Appeal Application in respect of the June 25 Order (the "**Appeal**") is also consistent with the Fresh Certification Application being stayed.

53. In the Appeal documents submitted by AUPE,

- a. paragraph 2, listing the relief sought, states "In particular, AUPE seeks permission to appeal the portion of the Decision granting a broad stay of all existing and future proceedings before the Alberta Labour Relations Board under the Alberta Labour Relations Code (the "Stay")"; and
- b. paragraph 3(d), listing the proposed grounds of appeal, states "Did the Chambers Justice err by unreasonably expanding the scope of the Stay to include future proceedings before the Alberta Labour Relations Board?"²⁰

54. Thus, AUPE is attempting to simultaneously argue that the scope of the June 25 Order was narrow such that the Fresh Certification Application is unaffected, while also arguing

¹⁹ Hearing Transcript at p. 30, ll. 10-30

²⁰ Qu Affidavit at para 8, Exhibit "I".

before the Court of Appeal that the June 25 Order granted an unreasonable “broad stay of all existing and future proceedings before the Alberta Labour Relations Board.”²¹

55. This interpretation in their Leave to Appeal Application is inconsistent with AUPE’s assertion that the Fresh Certification Application is not stayed and is not knowingly in breach of the June 25 Order.
56. Regardless, the intended effect of the June 25 Order was to stay all existing and future labour relations proceedings being brought by the AUPE. It was ultimately in light of the June 25 Application, June 25 Brief, and submissions of the parties, that Justice Gill granted the June 25 Order sought by the Christenson Group and found that he was satisfied that this was a case in which it was “important that the status quo [remain]” after a consideration of the surrounding circumstances and all the parties’ submissions.²²
57. Accordingly, the Christenson Group respectfully submits that the June 25 Order has stayed the Fresh Certification Application, as it evidently applies to all existing and future labour proceedings brought by the AUPE.

V. CONCLUSION AND RELIEF SOUGHT

58. The Applicants respectfully submit that the intention and effect of the June 25 Order was to stay all existing and future labour relations proceedings brought by the AUPE. Therefore, the Fresh Certification Application has been stayed as a result.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 20th
day of August, 2026.



Darren R. Bieganek, KC, Ryan
Quinlan, Zachary Soprovich,
Aydin McClelland
Counsel for the Applicants

²¹ Qu Affidavit at para 8, Exhibit “I”.

²² Hearing Transcript at 31:16-30.

TABLE OF AUTHORITIES – CASES HYPERLINKED BELOW**Tab**

- 1 *Companies' Creditors Arrangement Act*, [RSC 1985, c C-36](#)
- 2 *Weinrich Contracting Ltd v Wiebe*, [2022 ABCA 176](#)
- 3 *Kantor v Kantor*, [2023 ABCA 237](#)