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COURT FILE NUMBER	2503 20545
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANTS	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 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 VILLAGE MANAGEMENT LTD., 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 OF THE MONITOR REGARDING THE MONITOR'S APPLICATION FOR ADVICE AND DIRECTIONS (SCOPE OF THE STAY OF THE LABOUR PROCEEDINGS)** **AUGUST 25th, 2026**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** Ernst & Young Inc. EPCOR Tower 10423 – 101 Street, Suite 1400 Edmonton, Alberta T5H 0E7 Attention: Matt McCulloch / Serena Daniels Telephone: 780.638.6642 / 780.409.5203 Fax: 780.428.8977 Email: matt.mcculloch@parthenon.ey.com serena.daniels@parthenon.ey.com **MONITOR'S COUNSEL** DLA Piper (Canada) LLP Suite 2700, 10220 – 103 Avenue NW Edmonton, Alberta T5J 0K4 Attn: Jerritt Pawlyk / Isaac Belland Telephone: 780.429.6835 Email: jerritt.pawlyk@ca.dlapiper.com isaac.belland@ca.dlapiper.com

I. INTRODUCTION

1. Ernst & Young Inc., in its capacity as court-appointed Monitor of the Applicants (the "**Monitor**"), files this brief in connection with the Monitor's application for advice and directions returnable August 25, 2026 (the "**Application**"). The Application asks this Honourable Court to determine whether the stay of the Labour Proceedings granted by the Order of the Honourable Justice J.J. Gill pronounced June 25, 2026 (the "**June 25 Order**") extends to the application for certification filed by the Alberta Union of Provincial Employees ("**AUPE**") with the Alberta Labour Relations Board (the "**Board**") on August 5, 2026 in respect of employees at The Ravines at Park Avenue, Board File No. CR-06455 (the "**Park Avenue Certification Application**"). Capitalized terms used but not otherwise defined in this brief have the meanings given to them in the Ninth Report of the Monitor dated August 18, 2026 (the "**Ninth Report**").

2. In the Ninth Report, the Monitor placed the relevant facts before this Honourable Court and made no submissions on the proper interpretation of the June 25 Order, while reserving the ability to provide its views following its review of the parties' submissions or if requested by the Court. The Monitor has now reviewed the Brief of Law filed by the Applicants on August 21, 2026, the supporting Affidavit of Wendy Qu sworn August 20, 2026, and the letter submissions of AUPE dated August 24, 2026. As an officer of the Court, the Monitor provides this short brief to assist the Court, and has provided a copy to counsel for the Applicants and counsel for AUPE.

3. This brief addresses the nature of the question before the Court, the Monitor's interest in its answer, and the Monitor's position on the proper interpretation of the June 25 Order.

II. THE QUESTION BEFORE THE COURT

4. The question raised by the Application is one of interpretation. The June 25 Order has been granted, and the issue is what it means. The applicable principles are set out in the Applicants' brief and are not understood to be in dispute: a court order is interpreted by reading it as a whole, in the context of the pleadings, the arguments made by the parties, the factual and legal context in which it was made, and the intention of the court that granted it: *Weinrich Contracting Ltd v Wiebe*, 2022 ABCA 176 at para 25 **[Tab A]** ("***Weinrich***"); *Kantor v Kantor*, 2023 ABCA 237 at para 23 **[Tab B]**; see also *Piikani Nation v McMullen*, 2026 ABKB 35 at para 58 **[Tab C]**.

5. It follows that submissions directed at whether a stay of the Labour Proceedings ought to have been granted, or ought to continue, are not before the Court on the Application. Those matters were determined on June 25, 2026, remain subject to reconsideration at each extension of the Stay Period, and are the subject of AUPE's pending application for permission to appeal the June 25 Order. An order that has been granted may be interpreted without reopening whether it ought to have been made: *Weinrich* at paras 24 and 29. The Application concerns only what the June 25 Order, as granted, covers.

III. THE MONITOR'S INTEREST IN THE QUESTION

6. The Monitor brought the Application because it administers these proceedings under the ARIO and cannot discharge its duties without knowing whether the Park Avenue Certification Application is stayed. The Board has suspended its process, vacated its initial directions, and deferred the question to this Court. Until the question is answered, the Monitor, the parties, and the Board are each without a settled basis on which to proceed.

7. The answer also bears on the administration of the estate more broadly. Park Avenue is one of the nine Communities that are the subject of the transaction approved by this Court on August 13, 2026. The answer to the question raised by the Application will also govern how the Monitor addresses any similar application made in respect of another Community during the Stay Period.

8. The Monitor expresses its view below as the officer of the Court that must administer the June 25 Order. The proper interpretation of the June 25 Order remains a question for this Court, and the Monitor makes no submission on the merits of the Park Avenue Certification Application itself, which are for the Board.

IV. THE MONITOR'S POSITION

9. In the Monitor's respectful submission, the stay of the Labour Proceedings extends to the Park Avenue Certification Application.

10. The textual basis is paragraph 2(c) of the June 25 Order, which includes within the definition of the Labour Proceedings existing and future proceedings before the Board seeking remedies under Part 2, Division 5 of the *Labour Relations Code*. An application for certification is brought under Division 5, which the Code titles "Certification", and the relief sought on it, certification of a bargaining agent for a unit of employees, is relief the Board grants under that Division. In the Monitor's submission, "seeking remedies" in paragraph 2(c) bears its ordinary meaning of seeking the relief available from the Board under the named Division.

11. AUPE submits that a certification application does not seek to remedy a breach and is therefore not "seeking a remedy", and that the reading advanced by the Applicants would render subparagraphs 2(a) to 2(d) meaningless. The Monitor's position does not rest on the opening words of paragraph 2 alone, and does not read any of subparagraphs 2(a) to 2(d) out of the June 25 Order. On the Monitor's reading, paragraph 2(c) independently captures proceedings under Division 5, of which an application for certification is the principal example. It is the narrower reading that sits uneasily with the text, because it is not apparent what proceeding under Division 5 would seek a remedy in the confined sense advanced by AUPE, and on that reading paragraph 2(c) would have little or no content.

12. The record on which the June 25 Order was granted is also relevant. As set out in the Applicants' brief and the Affidavit of Wendy Qu, the relief sought in writing on June 25, 2026 included a stay of future proceedings to certify additional bargaining units, and in oral submissions counsel for the Applicants referred to the prospect of further certification applications at Communities that had not been organized. The Court granted the stay in the form of the draft order before it, which included paragraph 2(c), and no party proposed any change to that wording. The Court's stated concern was that the status quo remain in place while the transaction completed. In the Monitor's submission, the purpose of the June 25 Order confirms what the text provides, because an application to certify a new bargaining unit at one of the Communities during the Stay Period changes the very status quo the June 25 Order was granted to preserve.

V. PRACTICAL CONSIDERATIONS

13. Whichever way the question is answered, the Monitor respectfully requests a direction in terms that it can communicate to the Board, which has suspended its process pending this Court's determination. The Monitor also notes that the June 25 Order operates under the continuing supervision of this Court. The stay of the Labour Proceedings is revisited at each extension of the Stay Period, and it remains open to AUPE to apply to this Court, on evidence, to lift the stay in respect of any particular proceeding. The advice and directions sought on the Application do not affect those rights.

VI. CONCLUSION

14. The Monitor respectfully requests advice and directions determining that the stay of the Labour Proceedings under the June 25 Order extends to the Park Avenue Certification Application, together with such further or other advice and directions as this Honourable Court considers appropriate.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 24th day of August, 2026.

DLA PIPER (CANADA) LLP

Per: Jerritt Pawlyk
Solicitor for the Monitor, Ernst & Young Inc.

VII. **TABLE OF AUTHORITIES**

Authority	**TAB**
Weinrich Contracting Ltd v Wiebe, 2022 ABCA 176	**A**
Kantor v Kantor, 2023 ABCA 237	**B**
Piikani Nation v McMullen, 2026 ABKB 35	**C**

TAB A

In the Court of Appeal of Alberta

Citation: Weinrich Contracting Ltd v Wiebe, 2022 ABCA 176

Date: 20220511
Docket: 2103-0075AC
Registry: Edmonton

Between:

Weinrich Contracting Ltd.

Respondent
(Plaintiff)

\- and -

Roy Wiebe and Parkland Aerospace Corp.

Appellants
(Defendants)

\- and -

**Parkland Airport Development Corporation, Deloitte Restructing Inc.,
2155734 Alberta Ltd.**

Not Parties to the Appeal
(Defendants)

The Court:

The Honourable Justice Frans Slatter
The Honourable Justice Patricia Rowbotham
The Honourable Justice Kevin Feehan

Memorandum of Judgment

Appeal from the Order by
The Honourable Justice S.D. Hillier
Dated the 3rd day of March, 2021
Filed on the 20th day of April, 2021
(Docket: 1603-12839; 1603-20319)

tolling order. The duty judge who granted leave, however, expressly rejected that interpretation, and this appeal is limited to the effect of the stay in the Initial Order.

Issues and Standard of Review

[19] There is an obvious difference between a) retroactively granting a stay that did not previously exist, and b) interpreting the scope of a stay order some time after it has been in effect. The issue on which leave to appeal was granted is understandably neutral on the difference.

[20] A central issue on this appeal is whether the case management judge's interpretation of the Initial Order contains reviewable errors subject to correction on appeal. The case management judge expressly stated that he was not granting a retroactive stay, but was merely interpreting the scope of the stay order as originally granted. If that interpretation contains no reviewable errors, it is not necessary to explore whether a supervising judge in *CCAA* proceedings has the jurisdiction to grant retroactive stays.

[21] If, however, the interpretation of the Initial Order does contain reviewable errors, such that the stay initially granted did not cover the Weinrich Contracting action, then one would have to address whether granting a retroactive stay was possible, and fair and just in the circumstances.

[22] Because supervising judges are "steeped in the intricacies of the *CCAA* proceedings they oversee", a high degree of deference is owed to discretionary decisions made by them. As such, appellate intervention will only be justified if the supervising judge erred in principle or exercised his or her discretion unreasonably: ***9354-9186 Québec Inc v Callidus Capital Corp***, 2020 SCC 10 at paras. 53-54, 444 DLR (4th) 373. The requirement of leave to commence an appeal is a reflection of the deference due to decisions made by supervising judges: ***Luscar Ltd v Smoky River Coal Ltd***, 1999 ABCA 179 at paras. 61-63, 71 Alta LR (3d) 1, 237 AR 326.

[23] Because of these same considerations, the interpretation placed by the supervising judge on a *CCAA* order (such as the stay in the Initial Order) is entitled to deference. That judge will be alive to the expectations and assumptions of the various stakeholders during the *CCAA* proceedings.

The Interpretation of the Initial Order

[24] The first issue is whether the case management judge's interpretation of the Initial Order discloses any reviewable error. It is worth emphasizing that the Initial Order was never appealed, so it is *res judicata*. The Initial Order can be interpreted, but at this stage it cannot be challenged.

[25] Court orders should 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: ***Alberta Health Services v Alberta (Information and Privacy Commissioner)***, 2020 ABQB 263 at paras. 29-31; ***Campbell v Campbell***, 2016 SKCA 39 at paras. 14-17, [2016] 8 WWR 631. Even an order derived from a "template order" must be interpreted in the context of the particular litigation in which it was granted. By this standard, there is no error in principle shown in the approach taken by the case management judge in interpreting the Initial Order.

[26] The appellants argue that the case management judge erred in a number of respects. First of all, they argue that nothing prevented Weinrich Contracting from pursuing its claim against defendants other than Parkland Airport, even if that would require an order partially lifting the stay. Further, nothing prevented Weinrich Contracting from obtaining clarification of the scope of the stay in the Initial Order, or a specific stay of the Weinrich Contracting action. That may be true, but that is not determinative of the scope of the stay in the Initial Order. The case management judge had to deal with the litigation as it actually unfolded, not based on how it might have progressed if different tactical decisions had been made by the parties.

[27] Secondly, the appellants argue that the evidence and submissions leading up to the Vesting and Sale Order were all directed towards which of the two competing offers should be accepted. There was no application to interpret or extend the stay in the Initial Order. At this stage of the proceedings, the scope of the application for the Vesting and Sale Order was not determinative. It subsequently became apparent that an interpretation of the scope of the stay in the Initial Order was required. This Court set aside paragraphs 16 and 17 of the original order, and directed a hearing on that specific issue, precisely because the relief granted was beyond the scope of the original application to approve the sale. Once the matter was referred back for full reconsideration on proper notice, no formal application was needed to bring the issue before the trial court. In addition, apart from the wording of the order itself, the "evidence" on that issue was the history of the proceedings in the Court of Queen's Bench.

[28] Thirdly, this is not a situation where the court is initiating proceedings or granting relief on its own motion. All of the parties to this appeal require an interpretation of the scope of the stay in the Initial Order, and the case management judge was responding to that need. If the parties did not require an interpretation of the issues sent back to the trial court by this Court, they could just have abandoned the proceedings at that point.

[29] Fourthly, as the appellants concede, the Court of Queen's Bench had a wide discretion to grant a stay of the Weinrich Contracting action under the *CCAA*, the *Judicature Act*, RSA 2000, c. J-2, the *Rules of Court*, or the inherent jurisdiction of the Court. The Initial Order, which granted the stay which must now be interpreted, was not appealed, and as

previously noted it is not possible at this stage to collaterally attack that order. It is necessary and possible to interpret that order, but that does not enable a reconsideration of whether it was "just and reasonable" to grant the stay in the first place.

[30] Fifthly, it was open to the case management judge to conclude that the "expanded wording" in the first extension order was only a clarification of the Initial Order. The "expanded wording" was included by Rooke ACJ on his own motion, and he accordingly did not receive submissions from the interested parties as to whether that wording was redundant or not. In the end, both Rooke ACJ and the case management judge concluded that it reflected a proper approach to the stay needed to advance the purposes of the *CCAA* procedure.

[31] Sixthly, the appellants argue that the interpretation placed on the Initial Order by the case management judge effectively grants retroactive relief, and interferes with vested interests. As noted, the case management judge was in the best position to assess the intention behind the Initial Order, the expectations of the parties, and the ultimate question of whether the stay extended to the Weinrich Contracting action. No reviewable error has been shown because of the inevitable impact that the decision might have on the appellants' potential application under R. 4.33.

[32] Finally, the appellants argue that when the wording of the Initial Order is carefully examined in the context in which it was granted, the stay was not intended to cover external actions such as the one commenced by Weinrich Contracting. Stay orders in insolvency proceedings are designed to halt all collateral proceedings in order to facilitate an orderly winding up of the affairs of the insolvent corporation. The fact that the Weinrich Contracting action was not specifically referred to or mentioned at the time the Initial Order was granted is not relevant, because an orderly restructuring requires controlling all potential claims, known or unknown, whether actually commenced or merely potential.

[33] The Initial Order could be interpreted as proposed by the appellants, but the case management judge's interpretation is also consistent with its wording. Since decisions of *CCAA* supervising judges are entitled to considerable deference on appeal, and since there is nothing unreasonable about the interpretation placed on the Initial Order by the case management judge, appellate intervention is not warranted.

Granting Retroactive Stays in *CCAA* Proceedings

[34] The appellants argue that a *CCAA* supervising judge has no jurisdiction to grant a retroactive stay, or that if such jurisdiction exists it should not have been exercised in this situation. The case management judge, however, never purported to grant a retroactive stay. He ruled that the stay contained in the Initial Order, when properly interpreted, had always covered the Weinrich Contracting claim. As discussed, no reviewable error has been shown in that decision.

TAB B

In the Court of Appeal of Alberta

Citation: Kantor v Kantor, 2023 ABCA 237

Date: 20230830
Docket: 2201-0219AC
Registry: Calgary

Between:

Cheryl Marie Kantor

Respondent

\- and -

Gregory Stephen Kantor

Appellant

The Court:

The Honourable Chief Justice Ritu Khullar
The Honourable Justice Jack Watson
The Honourable Justice Dawn Pentelechuk

Memorandum of Judgment

Appeal from the Order by
The Honourable Justice M.S. Hayes-Richards
Dated the 17th day of August, 2022
Filed on the 14th day of September, 2022
(Docket: 4801 165934)

5. Permitting either party to apply "to terminate the suspension" of the spousal support or "to review or vary the terms" of the January 2018 order if Mr Kantor has not secured new employment within six months of the October 2018 order;

6. Requiring the parties to exchange financial disclosure if Mr Kantor has not secured employment within six months of the October 2018 order;

7. Setting Mr Kantor's arrears at $0 per paragraph 2 of the January 2018 order;

8. Affirming that all other provisions of the January 2018 order remain in force; and

9. Adding a maintenance enforcement program clause.

[20] Six months after October 2018 would have been April 2019. Mr Kantor did not resume employment until June 2019.

[21] Mr Kantor argues that he could rely on paragraph 5 of the October 2018 consent order to have the spousal support award varied as he was still unemployed six months later, and the chambers judge erred in finding he could not.

[22] Mr Kantor's argument seems to view a court order as a buffet, where he can pick and choose which paragraphs he might adhere to, and then at a later time, if convenient for him, choose to go back for seconds and maybe comply with another paragraph. He is wrong.

[23] A court order must be interpreted as a holistic document, by reading it as a whole, in the context of the pleadings, the arguments and the circumstances in which the order was made: *Weinrich Contracting Ltd v Wiebe*, 2022 ABCA 176 at para 25; *Yu v Jordan*, 2012 BCCA 367 at para 53; *Campbell v Campbell*, 2016 SKCA 39 at para 15.

[24] So while Mr Kantor was unemployed up to April 2019[1] and until *that time* could have brought an application to "review or vary" the terms of the January 2018 spousal support order, he could not rely on this provision in 2022. The whole premise of the October 2018 consent order was to provide temporary relief because of his lack of income. If his lack of income continued, the October 2018 consent order provided a means for the parties to easily come to court to address the issue in the future.

[25] Mr Kantor did not take advantage of that opportunity before April 2019. He then ignored the requirements to resume payment and provide financial disclosure when he obtained employment in June 2019. By August 2022, the date of the hearing, when he sought to advantage his position by the cherry picked paragraph 5 of the October 2018 consent order, that paragraph of

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[1] That is, six months after the date of the October 2018 consent order.

TAB C

Court of King's Bench of Alberta

Citation: Piikani Nation v McMullen, 2026 ABKB 35

Date: 20260114
Docket: 1001-10326
Registry: Calgary

Between:

Piikani Nation, Piikani Nation Chief and Council, Piikani Oldman Hydro Limited Partnership, Chief Reg Crow Shoe, Councilor Adam North Peigan and Councilor Erwin Bastien

Plaintiffs

- and -

Dale McMullen, Stephanie Ho Lem, Kerry Scott, Stan Knowlton, Edwin Yellow Horn, Jordie Provost and Shelley Small Legs

Defendants

Docket: 1101-11127

And Between:

Dale McMullen

Applicant

- and -

Piikani Nation

Respondent

Docket: 1401-00460

And Between:

Shelley Small Legs

Plaintiff

- and -

Piikani Nation

Defendant

Docket: 1401-01354

And Between:

Jordie Provost

Plaintiff

- and -

Piikani Nation

Defendant

**Reasons for Case Management Decision
of the
Honourable Justice M.A. Marion**

I. Introduction

[1] These actions are part of a larger set of actions (**Case Managed Actions**)[1] under my case management as case management justice (**CMJ**).

[2] Pursuant to an endorsement[2] I issued on March 10, 2025, persons seeking to file applications in the Case Managed Actions are required to follow a process (**Fiat Process**) by which they require my permission (by way of a request (**Fiat Request**) for a fiat (**Fiat**)) before they may bring an application in the Case Managed Actions. I explained the Fiat Process, the historical use of fiat processes in the Case Managed Actions, and the framework for considering Fiat Requests in ***Piikani Nation v McMullen***, 2025 ABKB 481 at paras 8-12.[3]

[3] These Reasons address:

(a) a Fiat Request by Dale McMullen (**McMullen**), and the remaining defendants in action number 1001-10326 (**1001 Action**), namely Stephanie Ho Lem (**Ho Lem**), Shelly Small Legs (**Small Legs**), Kerry Scott (**Scott**), Stan Knowlton, Edwin Yellow Horn (**Yellow Horn**) and Jordie Provost (**Provost**) (all together, **Remaining Defendants**) seeking permission to file an application (**Proposed Discontinuance Set Aside Application**) to set aside a discontinuance of action (**2025 Discontinuance**) filed by Piikani Nation as against the Remaining Defendants in the 1001 Action; and

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[1] As defined in Endorsement #4.
[2] Endorsement #4.
[3] Given the numerous reported decisions in the Case Managed Actions, and the common parties across those actions, it is not possible to use traditional methods to meaningfully define cases for the purposes of these Reasons. Instead, for efficiency, I will simply refer to the numerical citation as the definition. For example, ***Piikani Nation v McMullen***, 2025 ABKB 481 will be referred to as ***2025 ABKB 481***.

This is not addressed in the Remaining Defendants' evidence. And, as noted, the Piikani Nation response to the Fiat Request attaches the service letters, which are from JSS.

[52] Third, this is not a case where Piikani Nation seeks to discontinue and then abusively restart the same litigation, as is sometimes seen. Rather, Piikani Nation understandably wants to end the 1001 Action completely. It has already discontinued the action against McMullen and wants to do the same against the Remaining Defendants, for economic and equitable reasons. It is not, without more, abusive for a plaintiff, having been engaged in expensive litigation for 15 years without material progress toward resolution, to decide it no longer wants to advance its claim. Even if Piikani Nation were to later change its mind, its claims would very likely be long statute barred under the *Limitations Act*, RSA c L-12.

[53] Fourth, while it might be argued that Piikani Nation is seeking to avoid the Remaining Defendants' Fiat Request to file the Proposed Striking Application, this is not the same as ***De Shazo*** or ***Kawaguchi*** where a discontinuance was clearly filed to avoid a summary dismissal application which had the potential to resolve the claim in favour of the defendants *on the merits of the case*.

[54] The present situation is more akin to ***Fabish***, where the discontinuance will effect the same result as the Remaining Defendants' Proposed Striking Application to strike the 1001 Action for delay. That is, the 2025 Discontinuance accomplishes what the Remaining Defendants seek: the end of the 1001 Action against them. The Remaining Defendants' proposed evidence in support of their applications focusses only on the lengthy delay in the 1001 Action and the prejudice they say they suffer with its continued existence.

[55] The 2025 Discontinuance achieves the Remaining Defendants' goal of ending the 1001 Action against them while also saving the Remaining Defendants, Piikani Nation, and the Court the time, effort and resources associated with the Proposed Striking Application.

[56] Further, the Remaining Defendants could not do better substantively if the Proposed Striking Application were to proceed. Neither the 2025 Discontinuance nor a successful Proposed Striking Application would lead to a substantive decision on the merits of the plaintiffs' claim in the 1001 Action. With respect to the costs of the Remaining Defendants for preparing their Fiat Request for the Proposed Striking Application (which they might be entitled to if they were granted leave to proceed with that application and/or did so successfully), that can be addressed as part of the Fiat Process without setting aside or ignoring the 2025 Discontinuance.

[57] Fifth, the 1001 Action is not required to be maintained to preserve the Remaining Defendants' third party claims, as those claims have all been struck with no appeals therefrom.

[58] Sixth, there is no material prejudice to the prosecution or trial of the Indemnity Actions. There will be no trial of the plaintiffs' claim in the 1001 Action, as contemplated by the 2014 Orders or the 2017 Order. But a court order should be interpreted as a holistic document, by reading the language of the order as a whole, in the context of the pleadings, the arguments made by the parties, the factual and legal context or circumstances in which the order was granted, and the intention of the court granting the order: ***Lay v Lay***, 2024 ABCA 26 at para 10; ***Kantor v Kantor***, 2023 ABCA 237 at para 23; ***Weinrich Contracting Ltd v Wiebe***, 2022 ABCA 176 at para 25. In my view, the 2014 Orders and the 2017 Order, properly interpreted, were never intended to preclude resolution or termination of the plaintiffs' claims in the 1001 Action before trial.