Court File No. CV-26-00017843-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

PACER AIR FREIGHT LTD.

Plaintiff

and

SYNAPTIVE MEDICAL INC.

Defendant

FACTUM OF THE DEFENDANT, SYNAPTIVE MEDICAL INC.

October 23, 2026

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PART I – OVERVIEW

1. The action commenced by the Plaintiff, Pacer Air Freight Ltd. ("**Pacer**"), is a violation of the clear and unambiguous language of an Approval and Reverse Vesting Order issued by the Ontario Superior Court of Justice [Commercial List] (the "**Court**") on July 10, 2026 (the "**2026 ARVO**") and must be dismissed. The 2026 ARVO expressly provides that all of Pacer's claims against Synaptive Medical Inc. ("**Synaptive**") for damages and debts allegedly arising from the non-payment of invoices under the Warehousing Agreement and the Halifax Agreement (each as defined below) are channelled and transferred to and vested in 1001665935 Ontario Inc. ("**ResidualCo**") and that all such claims against Synaptive have been released and discharged. The 2026 ARVO preserved only Pacer's contractual and statutory *lien rights* over the Goods and the MRI System (each as defined below). Pacer's action is a claim for damages that does not fall into this limited carve-out.

2. The 2026 ARVO is a complete bar to Pacer's action, and it must be dismissed with costs on a full indemnity basis. Given that Pacer's action is directly related to Synaptive's ongoing receivership proceeding under Court File No. CL-26-000000173-0000, it is appropriate for this motion to be heard by the court overseeing those proceedings.

3. In the event this motion is adjourned, New Synaptive (as defined below) reserves its right to file supplementary submissions to respond to any evidence or arguments put forth by Pacer.

4. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the 2026 Subscription Agreement (as defined herein).

PART II - FACTS

A The Parties

5. The Plaintiff, Pacer, is a corporation incorporated pursuant to the laws of Ontario which carries on business providing transportation, logistics and warehousing services.

6. The Defendant, Synaptive (post-acquisition pursuant to the 2026 ARVO, "**New Synaptive**") is a medical device and technology company incorporated pursuant to the laws of Ontario. As described further below, Globus Medical, Inc. ("**Globus**") subscribed for shares in the capital of Synaptive and became the sole shareholder thereof pursuant to the 2026 ARVO.

B The Warehousing Agreement and the Halifax Agreement

7. In its statement of claim, Pacer alleges that New Synaptive is in breach of two contracts that it entered into with Pacer: (i) a proposal dated November 1, 2021 under which Pacer would transport and store certain of Synaptive's medical equipment and products (collectively, the "**Goods**") as needed (the "**Warehousing Agreement**");[1] and (ii) an agreement via email correspondence in or around September 2024, wherein Pacer agreed to pick up certain MRI equipment in Halifax (the "**MRI System**"), store it in Ontario and then return it to Nova Scotia (the "**Halifax Agreement**").[2]

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[1] Affidavit of Adam Cole, sworn October 21, 2026, ("**Cole Affidavit**"), para 6, Motion Record of the Defendant, ("**MR**), Vol. 1, Tab 2, p. 20; Exhibit A, MR, Vol. 1, Tab 2A, pp. 30-38.

[2] Cole Affidavit, para. 7, MR, Vol. 1, Tab 2, p. 20; Exhibit B, MR, Vol. 1, Tab 2B, pp. 40-42.

C The *CCAA* Proceeding and the 2025 ARVO

8. On or about March 18, 2025, Synaptive applied for, and was granted protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "***CCAA* Proceeding**"). Richter Inc. ("**Richter**") was appointed by the Court as monitor of Synaptive.

9. On June 18, 2025, the Court granted an Approval and Reverse Vesting Order (the "**2025 ARVO**"). Pursuant to the 2025 ARVO and a subscription agreement dated June 12, 2025 (the "**2025 Subscription Agreement**"), 1001270243 Ontario Inc. ("**100 Ontario**") assumed Synaptive's rights pursuant to the Warehousing Agreement and the Halifax Agreement (the "***CCAA* Transaction**"). The 2025 ARVO included a clause preserving Pacer's lien rights pursuant to the Warehousing Agreement and the *Repair and Storage Liens Act*, RSO 1990, c. R. 25 (the "***RSLA***").[3] No specific reference was made to any contractual lien rights provided pursuant to the Halifax Agreement.

10. On June 26, 2025, the *CCAA* Transaction closed and Synaptive was removed as an applicant in the *CCAA* Proceeding. Synaptive's business operations did not fully recover following its exit from the *CCAA* Proceeding. The *CCAA* Transaction contemplated a significant post-closing investment that did not occur, leaving Synaptive's business short on critical working capital. Synaptive ran into further liquidity issues in March 2026 and defaulted on its creditor obligations.[4]

D The Receivership Proceeding and the 2026 Subscription Agreement

11. On April 28, 2026, on application by Export Development Canada ("**EDC**"), Richter was appointed by the Court as receiver and manager (in such capacity, the "**Receiver**") of the property,

[3] Cole Affidavit, paras. 9-10, MR, Vol. 1, Tab 2, p. 21; Exhibit C, MR, Vol. 1, Tab 2C, p. 51.
[4] Cole Affidavit, para. 12, MR, Vol. 1, Tab 2, pp. 21-2; Exhibit D, MR, Vol. 1, Tab 2D, pp. 73-256.

assets and undertakings of Synaptive, pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 (the "**Receivership Proceeding**").[5]

12. On May 13, 2026, the Court approved a sale and investment solicitation process for Synaptive. Globus was selected as the successful bidder.[6]

13. On June 30, 2026, Globus and the Receiver entered into a subscription agreement (the "**2026 Subscription Agreement**"), pursuant to which Globus would subscribe for 1,000,000 common shares in the capital of Synaptive (the "**Subscribed Shares**") and become the sole shareholder of Synaptive via a reverse vesting order structure (the "**Receivership Transaction**").[7]

14. The 2026 Subscription Agreement provided that Globus would acquire the Subscribed Shares, and the Retained Assets[8] of Synaptive free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and excluded from Synaptive all Excluded Assets, Excluded Contracts and Excluded Liabilities.[9] Following closing of the Receivership Transaction, New Synaptive would retain only the Retained Assets, including the Retained Contracts. All Existing Equity (other than the Subscribed Shares), which is defined expansively in the 2026 Subscription Agreement, was deemed terminated and cancelled without consideration.[10]

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[5] Cole Affidavit, para. 13, MR, Vol. 1, Tab 2, p. 22.

[6] Cole Affidavit, paras. 15-16, MR, Vol. 1, Tab 2, p. 22.

[7] Cole Affidavit, Exhibit F, MR, Vol. 1, Tab 2F, pp. 261-317.

[8] Capitalized terms not defined herein shall have the same meaning as in the 2026 ARVO.

[9] Cole Affidavit, para. 18, MR, Vol. 1, Tab 2, p. 23; Exhibit F, MR, Vol. 1, Tab 2F, p. 278.

[10] Cole Affidavit, para. 18, MR, Vol. 1, Tab 2, p. 23; Exhibit F, MR, Vol. 1, Tab 2F, p. 278.

15. The following definitions from the 2026 Subscription Agreement are relevant to the present action:

(a) "Excluded Contracts" means all Contracts that are not Retained Contracts, including those Contracts listed in Schedule "D", as the Schedule may be amended, supplemented or restated by the Purchaser [Globus] from time to time up to two (2) Business Days prior to the Closing Date.[11]

(b) "Excluded Liabilities" means all pre-filing Claims against the Company [Synaptive], including any amounts owing in respect of Taxes . . . , and all (pre and post-filing) Claims relating to or under the Excluded Contracts and Excluded Assets, Liabilities for any terminated employees, in each case, other than Retained Liabilities, including, among other things, the non-exhaustive list of those certain Liabilities set out in Schedule "E", as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two (2) Business Days prior to the Closing Date. Without limiting the foregoing, Excluded Liabilities includes any Claims that are not Retained Liabilities.[12]

(c) "Claims" means all debts, obligations, expenses, costs, damages, losses, Causes of Action, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).[13]

(d) "Causes of Action" means any claims, applications, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, debts, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, provincial, federal, or foreign law, or breach of any duty

[11] Cole Affidavit, Exhibit F, MR, Vol. 1, Tab 2F, p. 270.

[12] Cole Affidavit, Exhibit F, MR, Vol. 1, Tab 2F, p. 268.

[13] Cole Affidavit, Exhibit F, MR, Vol. 1, Tab 2F, p. 268.

> imposed by law or in equity, including securities laws, negligence, and gross negligence; and (c) the right to object to or otherwise contest Claims.[14]

16. In the 2026 Subscription Agreement, there were no Retained Contracts as set out in Schedule "I" of the 2026 Subscription Agreement. However, Schedule "I" was subsequently supplemented by a Notice of Designation of Additional Retained Contracts dated October 1, 2026, sent by Globus' counsel to 100 Ontario setting out specific contracts as Retained Contracts.[15] Simply put, all Contracts were excluded from the Receivership Transaction unless expressly retained by Globus.

17. Neither the Warehousing Agreement nor the Halifax Agreement were included as Retained Contracts. Thus, they are both Excluded Contracts.

E The 2026 ARVO

18. On June 30, 2026, the Receiver brought a motion for the 2026 ARVO, which sought, *inter alia*, approval of the Receivership Transaction. Pacer's counsel received a copy of the motion record.[16]

19. On July 10, 2026, the court approved the 2026 ARVO.[17]

20. Paragraph 7 of the 2026 ARVO provides that:

> all of Synaptive's right, title and interest in and to the Excluded Assets and Excluded Contracts shall vest absolutely and exclusively in ResidualCo, and (ii) all of **Synaptive's right, title and interest in and to the Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in ResidualCo**, and all of the Retained Assets shall be and are hereby forever released and

[14] Cole Affidavit, Exhibit F, MR, Vol. 1, Tab 2F, p. 268.
[15] Cole Affidavit, para. 19(a), MR, Vol. 1, Tab 2, p. 23.
[16] Cole Affidavit, Exhibit H, MR, Vol. 2, Tab 2H, pp. 329-647.
[17] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, pp. 652-76.

> discharged from such Excluded Contracts and Excluded Liabilities;[18]

21. Further, paragraph 25 of the 2026 ARVO provides a wide release of claims against Synaptive and Globus:

> From and after the Effective Time, any and **all Persons shall be absolutely and hereby forever barred, estopped, stayed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing, commencing, taking, applying for or continuing any and all steps or proceedings**, **whether directly, derivatively or otherwise . . . . against Synaptive** or the Receiver and the Purchaser [Globus] (the "**Releasees**") . . . **including without limitation, relying on any rights, remedies, claims in respect of, or against any of the Releasees, relating to or in respect of any of the Excluded Assets, Excluded Liabilities, Excluded Contracts**, in any way relating to, or arising from, or in respect of the Transactions and any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order.[19]

22. The only relevant exception to the above relates to certain of Pacer's lien rights in paragraph 21 of the 2026 ARVO which provides:

> "nothing in this Order or the Subscription Agreement affects **whatever lien rights [Pacer] may have** pursuant to: (i) the Warehousing Proposal dated November [1], 2021, between Pacer and Synaptive; (ii) the *Repair and Storage Liens Act*, RSO 1990, c R. 25, or both, and any such rights are preserved, with the rights to dispute the existence and extent of such lien rights fully reserved and preserved." (Emphasis added.)[20]

23. Paragraph 21 was added at the request of Pacer's counsel and is identical to paragraph 13 of the 2025 ARVO.[21]

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[18] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, p. 655.

[19] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, p. 665.

[20] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, p. 664.

[21] Cole Affidavit, Exhibit I, MR, Vol. 2, Tab 2I, pp. 649-50.

F Pacer Commences the Action for Damages

24. Following the issuance of the 2026 ARVO, Pacer and New Synaptive engaged in various discussions regarding the Goods and the MRI System with the object of having Pacer release the MRI System and the Goods.[22] Pacer declined to release the Goods and the MRI System until Pacer's outstanding invoices were paid and remains in possession thereof.[23]

25. Notwithstanding the clear language of the 2026 ARVO which bars Pacer from asserting any claims related to the Excluded Contracts and Excluded Liabilities against New Synaptive and which were transferred to and vested in ResidualCo, on September 8, 2026, Pacer filed a Statement of Claim in the Ontario Superior Court of Justice seeking $3,000,000 in damages from New Synaptive arising from Synaptive's alleged breach of the Warehousing Agreement and the Halifax Agreement and for unjust enrichment and quantum meruit (the "**Action**").[24] Pacer alleges that New Synaptive failed to pay Pacer's invoices for the transportation and warehousing of the Goods and the MRI System pursuant to the Warehousing Agreement and the Halifax Agreement.

26. Notably, in the Action, Pacer does not seek any relief relating to the enforcement of its lien rights against the Goods or the MRI System.

PART III- ISSUES

27. The sole issue on this motion is whether summary judgment should be granted in favour of New Synaptive and Pacer's Action dismissed because it is precluded by the terms of the 2026 ARVO.

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[22] Cole Affidavit, para. 28, MR, Vol. 1, Tab 2, p. 26.
[23] Cole Affidavit, para. 29, MR, Vol. 1, Tab 2, p. 26.
[24] Cole Affidavit, Exhibit K, MR, Vol. 1, Tab 2K, pp. 678-92.

PART IV - LAW AND ARGUMENT

A Standard for Summary Judgment

28. Summary judgment motions must be granted when there is no genuine issue requiring a trial.[25] Each party must put its best foot forward to establish whether or not there is an issue for trial.[26] Summary judgment has been considered appropriate where the court is not required to determine any factual or legal issues.[27] The interpretation of an order has been described as a "discrete and appropriate" question amenable to determination on summary judgment.[28]

29. Pacer's Action for damages falls squarely within the Claims against New Synaptive that were released by the 2026 ARVO and transferred to and vested in ResidualCo.[29] There is thus no genuine issue requiring a trial because a proper interpretation of the 2026 ARVO is determinative of this action.

B The Motion Should be Heard by the Court Overseeing the Receivership Proceeding

30. Pacer's Action is directly related to the Receivership Proceeding as it concerns rights and remedies that were released pursuant to the 2026 ARVO issued in that proceeding. Accordingly, under the single proceeding model, it is appropriate for Pacer's Action and the present motion to be heard as part of the Receivership Proceeding before Justice Dietrich of the Court.

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[25] *Rules of Civil Procedure*, RRO 1990, Reg. 194 at Rule 20.04; *Hyrniak v Mauldin*, 2014 SCC 7 at para 47.
[26] *Toronto Dominion Bank v Hylton*, 2012 ONCA 614 at para 5.
[27] *Worsley Rusholme Limited v Imperial Oil*, 2018 ONSC 5591 at para 50.
[28] *Yeats v BMO Investments Inc. et al.*, 2024 ONSC 6143 at para 25; aff'd 2025 ONCA 719.
[29] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, pp. 655-57.

31. The single proceeding model is "intended to mitigate the inefficiency and chaos" of a multitude of proceedings brought by different stakeholders.[30] It exists to ensure efficiency in the insolvency process and maximize returns for the benefit of all creditors.[31] Pacer is one stakeholder among several creditors involved in the Receivership Proceeding. It would be impractical and inefficient to separate Pacer's claim from the broader restructuring or to allow one creditor to circumvent the 2026 ARVO issued by the Court.

C Pacer's Action Should Be Dismissed

i. Pacer's Claim for Damages Against Synaptive was Transferred to ResidualCo and Released by the 2026 ARVO

32. In interpreting a court order, similar to a statute, a court must consider the order's text, context and purpose.[32] This consideration is based on the express language of the order, the purpose of its terms, the authority to make the order (including statutory context and procedural rules), the broader context within which the order was granted and resolving apparent inconsistencies between terms by giving meaning to each of the terms in question.[33] A court must apply accepted principles of statutory and contractual interpretation to ascertain the judge's intent – the text is thus the "anchor" of the interpretive exercise.[34]

33. As described above, the Warehousing Agreement and the Halifax Agreement were both Excluded Contracts under the 2026 Subscription Agreement. Any pre- or post-filing Claims (as defined in the 2026 Subscription Agreement) relating to the Excluded Contracts are Excluded

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[30] *Peace River Hydro Partners v Petrowest Corp.*, 2022 SCC 41 at para 55.

[31] *Re Mundo Media Ltd*, 2022 ONCA 607 at para 40.

[32] *Aizic v Natcan Trust Company*, 2025 ONCA 719 at para 25.

[33] *Aizic v Natcan Trust Company*, 2025 ONCA 719 at para 27.

[34] *Aizic v Natcan Trust Company*, 2025 ONCA 719 at para 28, citing *Quebec (Commission des droits de la personne et des droits de la jeunesse) v Directrice de la protection de la jeunesse du CISSS A*, 2024 SCC 43 at para 24.

Liabilities – this includes any debts, damages, losses, obligations and rights arising in contract, tort, law or equity. Thus, under paragraph 7 of the 2026 ARVO, Pacer's claims for damages allegedly arising from the Warehousing Agreement and the Halifax Agreement were channeled to, assumed by and vested absolutely and exclusively in ResidualCo. This language does not leave any room for the interpretation that Pacer can now seek damages – under contract law or equity – against New Synaptive in relation to these agreements.

34. Further, paragraph 25 of the 2026 ARVO is an absolute bar to Pacer's present action as it enjoins any parties from "pursuing, asserting, exercising, enforcing, issuing, commencing, taking, applying for or continuing any and all steps or proceedings, whether directly, derivatively or otherwise . . . . against Synaptive . . . including relying on any rights, remedies, claims in respect of, or against any of the Releasees, relating to or in respect of any of the Excluded Assets, Excluded Liabilities, Excluded Contracts in any way relating to, or arising from, or in respect of the Transactions and any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order".[35]

35. Pacer has breached paragraph 25 of the 2026 ARVO by commencing the present action against New Synaptive. This Court must enforce the provisions of the 2026 ARVO by dismissing Pacer's action.

ii. The Preservation of Pacer's Lien Rights in Paragraph 21 of the 2026 ARVO Does Not Apply to Pacer's Action

36. It is clear that Pacer's Action and the relief it is seeking in its Action do not fall within the limited scope of paragraph 21 of the 2026 ARVO. Paragraph 21 is clearly and unambiguously

[35] Cole Affidavit, Exhibit J, MR, Vol. 2, Tab 2J, p. 665.

limited to the preservation of "whatever **lien rights** [Pacer] may have" pursuant to the Warehousing Agreement and/or the *RSLA*. Notably, the *RSLA* is not concerned with "claims in law or in equity" – like damages or unjust enrichment – which may arise between owners and storers. Those remedies are distinct from the lien rights conferred by the RSLA[36] and are often pleaded in the alternative to an exercise of lien rights, demonstrating that these are distinct methods of recovery. [37] Likewise, Pacer's warehouseman's lien rights under the Warehousing Agreement are distinct from its rights to payment under that contract.

37. Pacer's statement of claim seeks *damages* for alleged breach of contract, unjust enrichment and quantum meruit. Pacer does not seek any enforcement of lien rights or *in rem* relief against the Goods and the MRI System. Indeed, Pacer remains in possession of the Goods and the MRI System and has refused to return them to New Synaptive.[38]

38. Paragraph 21 of the 2026 ARVO uses identical language as the 2025 ARVO and was added at Pacer's request. In their correspondence with the Receiver requesting the addition of this language to the 2026 ARVO, Pacer's counsel indicated that they "understood that **Pacer's liens** would be preserved through the sale process" (emphasis added).[39] Aside from requesting that the same language in paragraph 13 of the 2025 ARVO be included in the 2026 ARVO, Pacer did not raise any objections relating to the scope of the Excluded Contracts or Excluded Liabilities.

39. Thus, to the extent Pacer takes the position that its Action is permitted under paragraph 21 of the 2026 ARVO, that defence fails.

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[36] *1794279 Ontario Limited v Nissan Canada Finance*, 2018 ONSC 2452 at para 29.

[37] See, for example, *Interload Truck Services Ltd. v General Motors of Canada Co.*, 2026 ONSC 3140.

[38] Cole Affidavit, para. 29, MR, Vol. 1, Tab 2, p. 26.

[39] Cole Affidavit, Exhibit I, MR, Vol. 2, Tab 2I, pp. 649-650.

D Synaptive is Entitled to Full Indemnity Costs

40. Costs of the "highest scale" at full indemnity are reserved for conduct that is especially egregious and worthy of sanction.[40] Full indemnity costs have been awarded when a party has breached a court order.[41]

41. Pacer knowingly brought this action in contradiction of a clear and unambiguous court order. Pacer was served with copies of the 2026 ARVO and the 2026 Subscription Agreement through its counsel. Indeed, prior to filing its Statement of Defence, New Synaptive's counsel reiterated to Pacer's counsel that pursuant to the 2026 ARVO, any and all rights, remedies and claims that Pacer may have pursuant to the Warehousing Agreement or the *RSLA* were transferred to and vested in ResidualCo, save and except for any lien rights preserved by paragraph 21 of the 2026 ARVO that Pacer may have against the Goods and the MRI System.[42]

42. Nevertheless, Pacer has chosen to ignore the clear language of the 2026 ARVO and pursue New Synaptive for causes of action from which New Synaptive has been released and which are now clearly vested in ResidualCo. This conduct is certainly egregious and an avoidable strain on the court's resources. Full indemnity costs should thus be awarded as a sanction.

PART V - ORDER REQUESTED

43. Synaptive respectfully requests that this court issue an order:

(a) dismissing this Action in its entirety pursuant to Rule 20 of the *Rules of Civil Procedure*;

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[40] *Net Connect Installation Inc. v Mobile Zone Inc.*, 2017 ONCA 766 at para 8.

[41] See, for example, *Castillo v Xela Enterprises Ltd*, 2022 ONSC 6696; *Re Edward Collins Contracting Limited*, St. John's 202201G1964 (NLSC) [unreported], Schedule "C".

[42] Cole Affidavit, Exhibit M, MR, Vol. 2, Tab 2M, pp. 699-700.

(b) granting New Synaptive costs of this motion and action on a full indemnity basis; and

(c) such further and other relief as this Honourable Court may deem just.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

October 23, 2026

Alex MacFarlane / Monica Kozycz

Schedule "A" – Authorities Cited

1. *1794279 Ontario Limited v Nissan Canada Finance*, 2018 ONSC 2452
2. *Aizic v Natcan Trust Company*, 2025 ONCA 719
3. *Castillo v Xela Enterprises Ltd*, 2022 ONSC 6696
4. *Edward Collins Contracting Limited (Re)* (24 August 2023), St John's 202201G1964 (NLSC) (oral decision of MacDonald J disallowing the Town of Deer Lake's claim) [unreported], Schedule "C"
5. *Interload Truck Services Ltd. v General Motors of Canada Co.*, 2026 ONSC 3140
6. *Hyrniak v Mauldin*, 2014 SCC 7
7. *Net Connect Installation Inc. v Mobile Zone Inc.*, 2017 ONCA 766
8. *Peace River Hydro Partners v Petrowest Corp.*, 2022 SCC 41
9. *Quebec (Commission des droits de la personne et des droits de la jeunesse) v Directrice de la protection de la jeunesse du CISSS A*, 2024 SCC 43
10. *Re Mundo Media Ltd*, 2022 ONCA 607
11. *Toronto Dominion Bank v Hylton*, 2012 ONCA 614
12. *Worsley Rusholme Limited v Imperial Oil*, 2018 ONSC 5591
13. *Yeats v BMO Investments Inc. et al.*, 2024 ONSC 6143

CERTIFICATE OF AUTHENTICITY

Pursuant to Rule 4.06.1 (2.2) of the *Rules of Civil Procedure*, O. Reg. 384/24, I/We are satisfied that:

(a) every authority cited in the factum is authentic; and

(b) every quotation from an authority that appears in the factum accurately reproduces the text of the authority.

Dated: October 23, 2026

Alex MacFarlane / Monica Kozycz

Schedule "B" – Legislation Cited

1. ***Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36**

2. ***Repair and Storage Liens Act*, RSO 1990, c. R. 25**

3. ***Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3**, Section 243(1)

Court may appoint receiver

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- **(a)** take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- **(b)** exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- **(c)** take any other action that the court considers advisable.

Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

- **(a)** the insolvent person consents to an earlier enforcement under subsection 244(2); or
- **(b)** the court considers it appropriate to appoint a receiver before then.

Definition of *receiver*

(2) Subject to subsections (3) and (4), in this Part, ***receiver*** means a person who

- **(a)** is appointed under subsection (1); or
- **(b)** is appointed to take or takes possession or control — of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt — under
  - **(i)** an agreement under which property becomes subject to a security (in this Part referred to as a "security agreement"), or

- **(ii)** a court order made under another Act of Parliament, or an Act of a legislature of a province, that provides for or authorizes the appointment of a receiver or receiver-manager.

Definition of *receiver* — subsection 248(2)

(3) For the purposes of subsection 248(2), the definition ***receiver*** in subsection (2) is to be read without reference to paragraph (a) or subparagraph (b)(ii).

Trustee to be appointed

(4) Only a trustee may be appointed under subsection (1) or under an agreement or order referred to in paragraph (2)(b).

Place of filing

(5) The application is to be filed in a court having jurisdiction in the judicial district of the locality of the debtor.

Orders respecting fees and disbursements

(6) If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees or disbursements, but the court may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

Meaning of *disbursements*

(7) In subsection (6), ***disbursements*** does not include payments made in the operation of a business of the insolvent person or bankrupt.

4. ***Courts of Justice Act*, R.S.O. 1990, c. C. 43**, Section 101

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so. R.S.O. 1990, c. C.43, s. 101 (1); 1994, c. 12, s. 40; 1996, c. 25, s. 9 (17).

Terms

(2) An order under subsection (1) may include such terms as are considered just.

5. ***Rules of Civil Procedure*****, RRO 1990, Reg. 194** at Rule 20.04

Disposition of Motion

General

20.04 (1) Revoked: O. Reg. 438/08, s. 13 (1).

(2) The court shall grant summary judgment if,

(a) the court is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence; or

(b) the parties agree to have all or part of the claim determined by a summary judgment and the court is satisfied that it is appropriate to grant summary judgment. O. Reg. 284/01, s. 6; O. Reg. 438/08, s. 13 (2).

Powers

(2.1) In determining under clause (2) (a) whether there is a genuine issue requiring a trial, the court shall consider the evidence submitted by the parties and, if the determination is being made by a judge, the judge may exercise any of the following powers for the purpose, unless it is in the interest of justice for such powers to be exercised only at a trial:

1. Weighing the evidence.

2. Evaluating the credibility of a deponent.

3. Drawing any reasonable inference from the evidence. O. Reg. 438/08, s. 13 (3).

Oral Evidence (Mini-Trial)

(2.2) A judge may, for the purposes of exercising any of the powers set out in subrule (2.1), order that oral evidence be presented by one or more parties, with or without time limits on its presentation. O. Reg. 438/08, s. 13 (3).

Only Genuine Issue Is Amount

(3) Where the court is satisfied that the only genuine issue is the amount to which the moving party is entitled, the court may order a trial of that issue or grant judgment with a reference to determine the amount. R.R.O. 1990, Reg. 194, r. 20.04 (3); O. Reg. 438/08, s. 13 (4).

Only Genuine Issue is Question of Law

(4) Where the court is satisfied that the only genuine issue is a question of law, the court may determine the question and grant judgment accordingly, but where the motion is made to an associate judge, it shall be adjourned to be heard by a judge. R.R.O. 1990, Reg. 194, r. 20.04 (4); O. Reg. 438/08, s. 13 (4); O. Reg. 711/20, s. 7; O. Reg. 383/21, s. 15.

Only Claim Is For An Accounting

(5) Where the plaintiff is the moving party and claims an accounting and the defendant fails to satisfy the court that there is a preliminary issue to be tried, the court may grant judgment on the claim with a reference to take the accounts. R.R.O. 1990, Reg. 194, r. 20.04 (5).

Schedule "C"-
***Edward Collins Contracting* Limited *(Re)* (24 August 2023), St John's 202201G1964 (NLSC)**
(oral decision of MacDonald J disallowing the Town of Deer Lake's claim) [unreported]

August 24th, 2023

(excerpt of proceedings heard before Justice Alexander MacDonald, decision only)

(break)

MR. BURGESS, K.C.: ... a preliminary matter if I could. After, during our break Mr. O'Keefe raised with me a little concern, or not a little, a concern with me about my saying that the, divulging the potential Rule 20 offer was somehow derogatory to him. I want it made clear to the court and everyone in this court that, it was not in any way asserting that he was unprofessional and meant in a derogatory way, so I want that made clear, and that's important for Mr. O'Keefe, I understand that ... as Officers of the Court our reputation is paramount. Thank you.

THE COURT: Thank you. So first of all, thank you, everyone. Thank you, witnesses who

testified, and thank you, counsel, for the assistance you've given me, I appreciate it. I know this is high stress times for, particularly for the company when it's attempting to resolve its restructuring under the CCAA, and it is a type of proceeding that has not been commonly heard in this court until the last couple of years so I acknowledge all that and counsel's adaptability in coming to terms with the fact that we're doing litigation on the fly and it's not a usual litigation process, so I appreciate that.

So first of all I'd like to give some context, this is an application in the CCAA process. I have to consider any application in the light of the remedial objectives of the CCAA which have been enunciated by the Supreme Court on a number of occasions, and in particularly the *City of Montreal, Ville de Montreal*.

The remedial objectives the court highlights in paragraph 86 include avoiding,

including the following, and I'm quoting, "Avoiding the social and economic losses resulting from a liquidation of an insolvent company; maximizing creditor recovery; ensuring fair and equitable treatment of claims against the debtor company; preserving going-concern value where possible; protecting jobs and communities affected by the company's financial distress; and enhancing the credit system generally." They took this from *Callidus* which is another well-known Supreme Court of Canada case on the CCAA.

So in this regard they continue and say, "the (inaudible) restructuring by way of liquidation or otherwise, and the impact of the pre/post-composition *(phonetic)* and its progress can be weighed by a court in the exercise of its discretion", but I have to consider those factors. "In addition, protecting the public interest, although it overlaps a number of the remedial objectives

to be considered by the courts, it must be included in the list." So that's my obligation when I consider this cases.

So in light of this guidance and pursuant to the process instituted by the Monitor, I instituted a claims resolution process, that was crystalized by an order dated March 14th, 2020. This was prepared and revised by the Monitor after input from various creditors. The Town of Deer Lake acknowledged today, and the evidence of the Monitor is clear, was aware of both draft orders and the final order. The Monitor circulated the claims process and the claims form directly to both the Town and other creditors, and Mr. Young acknowledged all of this.

One of the claims set out in the Claims Process Order was described as "Town of Deer Lake Claim", which means the claim of the Town of Deer Lake against the debtors, which is the Collins companies, in respect of the paving construction project pursuant to

which the amount of $57,070.50 in statutory holdback is being withheld. That was in the drafts and in the final version.

Article 13 of that order specifically provided ... "the court orders that those claimants who do not deliver proof of claim to the Monitor by the claims bar date", the claims bar date is March 27th, 2023, "shall be forever extinguished and barred and shall be required to immediately remit to the Monitor any and all amounts being held by such claimant in connection with their applicable claims, process claims" ... which has been defined in the context of Deer Lake as the statutory holdback ... "and all claimants shall be deemed to be fully and finally released and discharged if all claims, process claims, against the Debtor and the Monitor."

It's important at this stage to just pause and say why do we do a claims process in a CCAA. CCAAs in line with the remedial objectives of the Supreme Court direction, is

designed to try to preserve companies as a going concern, or if they're liquidated to try as best as possible to protect the communities and the employees to which, who rely on these companies.

The court has been clear in *Callidus*, as confirmed by *Ville de Montreal*, that a party's failure to participate in the CCAA proceedings in a diligent and timely fashion can undermine these procedures, and more generally, the effective functioning of the CCAA. So this is critical, without a claims resolution procedure, as we can see in this process, this is a small claim among many, much larger claims for the company. Legal fees can overwhelm the process and make the whole thing ineffective, and in this case I've heard evidence that it's over $70,000 in legal fees for the company, and the Monitor, and probably a similar amount to the Town of Deer Lake on a claim of 50 some thousand dollars ... it is ... or $57,000, or $59,000, and it can completely

overwhelm the process and make the entire CCAA process unworkable.

If I had to have this kind of hearing and this kind of effort for every one of the claimants that could be expeditiously, and simply, and cheaply resolved by the Monitor, with an appeal to the court if they're unsatisfied, the entire system would be severely adversely affected. So it's in that context that it's very important to understand why CCAAs often have claims procedures because otherwise the system would become bogged down and it would adversely affect the objectives directed for me to apply by the Supreme Court of Canada.

The evidence is clear, and I won't go through the dates, the Town did not respond to any of the drafts, the final order, or any of the follow-up requests from the Monitor to present claims. In fact, the Monitor has told me today that despite their failure to do so by the claims extinguish *(sic)*, the claims ...

whatever I called it, the claims date, they still reviewed their documentation and came to the conclusion that the Town had no valid claim ... but that's not particularly relevant to my decision.

The Monitor told me, the Monitor's counsel, that they did so because the Town, they knew, was unrepresented, although they were unrepresented by their own choice and not for any other reason. So it is clear to me that the Town of Deer Lake did not act with due diligence and in a timely manner. It is clear they didn't, they didn't do anything.

In that sense they are the author of the situation they find themselves in now because it would have been completely in order for them to solicit changes from the Monitor if they were unsatisfied with the process, of if they were unsatisfied with the classification or the description of the holdback ... they did neither. They sat and did nothing and it's not for me to judge

whether the Town should or should not have done so. It was in transition in leadership, I could easily understand how this could happen in a small town with only so many people to do the work and someone moving on to something else.

I think Mr. Young was clear that there was no response because there was miscommunication within the Town as to who was supposed to do what and whatever it is, it's not the problem of the court, or the CCAA process, or the Monitor, or the companies, to deal with that sort of problem. As a matter of fact, in my view the Monitor went above and beyond the call of duty here by continually following up with the Town as to what they want done.

One of the Town's objections is the classification of this holdback and I'll deal with the holdback, there's some disagreement of how much it is. It's either $57,000 ... but I understand Mr. Young said

he agreed that if it's a statutory holdback, the ten percent would be $59,279.41.

The Town characterized this in the court proceedings before me, and really in the last month, that this was not a statutory holdback, which I think everyone concedes, statutory holdback is shorthand for a mechanic's lien holdback. They say it is a deficiency holdback ... a mechanic's lien holdback at $59,279 is about, is ten percent of the contract proceeds, whereas the $57,000 and some odd dollars is, I'm told, calculated on the basis of 15 percent of deficiencies that were then retained by the Town ... so says the Town ... by way of a deficiency holdback. I do not accept that it is a deficiency holdback.

The Town did not comply with any of the statutory, of the contractual provisions that would allow for statutory holdback, deficiency holdback. They did not quantify what these holdbacks were. They did not quantify what

the deficiencies were. They prepared, they held this money back in the fall of 2020 when the project was substantially complete, by their own admission.

The deficiencies, I have no evidence what deficiencies there were, of any kind, in the fall of 2020, and it became apparent that the deficiencies, if I'll call them that, really relate to warranty work called for under the contract. The contract has a specific provision that from one year from the date of substantial completion, which is obviously a motivator for contractors to close substantial completion because this warranty still theoretically exists because substantial completion has not been certified ... these were warranties under that claim, nothing to do with deficiencies. They were work in the course of the first year, and in this case a little bit less than a year, that were, proved deficient for some reason, weather, whatever, I have no evidence on what that is, and the contractor at his cost

was required to fix that work if there was a deficiency in the work, so it is not a deficiency holdback.

And in particular, the contract itself has two provisions that deal with an ability to withhold money because of deficiencies. The first would be Article 10 which allows the company to hire another contractor, the owner to hire another contractor to complete work if there's a fault, and if five day notice has not *(sic)* been complied with, has been complied with, and the owner does not begin a rectification within the period set out in that contract with the schedule and the other requirements, there's no evidence that that provision was ever invoked.

The second one is the general ability to set off against any other claims against the company. The problem with the, the Town's characterization of that set-off is at the time of the so-called deficiency holdback, there's no evidence there was any set-off. There was

no evidence that there was any deficiencies. There was no evidence there was anything wrong with the work. In fact, the evidence, uncontradicted, before me is that the project was substantially completed. I think that's the exact words that Mr. Young used. The work was finished in the fall of 2020, and the so-called deficiencies are, in fact, warranty work which arose six months later, so there's no evidence before me at all that there was ever any set-off because there was no crystalized amount.

And even if you look at some of the Section 23.13 *(phonetic)*, it requires that before the set-off to occur there has to be a quantification of the damages ... and again, there's no evidence of that. Even if that set-off had occurred sometime thereafter there's no evidence before me as to what the deficiencies actually were that the Town hired someone else to do. All I know is what they paid the other person, I haven't been given

the contract for that person, I don't know what that contractor did, I don't know if there was additional work done on top of the work done.

So even if I could get over the hurdle that there was no set-off in the fall, but that there was some sort of set-off after the warranty work was undertaken in, or called for in May, there's no evidence what this contractor did in any way related to what the deficiencies were in the, or that triggered the warranty, none.

I would have expected the Town to tell me that. Here's the contract to complete, here's how it related to the other contract, the 100 and some odd thousand that we spent relates to this, and this, and that ... none of that is there, and that's a full expectation, before you can even assert a set-off you have to know how much are you setting off, not just that there's the damage.

There's other provisions in the contract to allow the Town to withhold certain amounts for deficiencies, no evidence that that ever

occurred, so there's no documentary evidence at all that the Town in any way invoked any sort of set-off.

On the other hand, the contract is quite clear, there is a ten percent holdback on amounts due under this contract. One scenario is that the $59,000, or the high $50,000 amount was the statutory holdback under the contract, called for under the contract, makes sense, completely makes sense. The other interpretation requires me to assume that in the fall of 2020 the Town arbitrarily took 15 percent off one invoice for alleged deficiencies when there was no suggestion at that time there were any deficiencies, it makes no sense. If you allege deficiencies, you have to tell the contractor, these are the deficiencies, you will fix these deficiencies ... that did not happen.

So I therefore find that this is, in fact, a mechanic's lien holdback and that the description in the claims process is accurate,

but even if the claims process description is inaccurate and it was some sort of deficiency holdback, the Town did not correct this error in its many opportunities to do so.

Even if it was a deficiency holdback the Town has not established that they, in fact, had an amount to set off against that deficiency holdback. It's not enough to say there is a deficiency, there is a requirement to account for that deficiency, you have to account for it in accordance with the contractual terms. You have to set it off in accordance with the contractual terms, and the Town concedes that that is where their rights arise.

The Town alleged, well it didn't, the Town did terminate the contract in the fall of 2021 by giving a 24 hour notice which is not within the contract terms, it required a five day notice; and they gave a 24 hour notice to return to the site even when Mr. Young concedes they were on the site and that that

error had been rectified. They then said that the paving had to be completed by a certain date, but the Town terminated earlier than that on the basis that the work had to be completed by that date.

Well, let's assume that's even true, what is the contractual basis to insist the work be done on a five day notice? The requirement on a five day notice is that you notify the owner of a default and the owner has an opportunity to respond. None of that happened, so even if it were a deficiency holdback, which I find it is not, it did not allow the Town to do what it did.

Therefore I find that the Town held back $59,279.41 and it was on a mechanic's lien holdback. This gives rise to, can you claim a set-off against a mechanic's lien holdback, and I think the answer to that is clearly, yes, in certain circumstances. However, it goes to the fundamental issue that that is the process that is governed by the claims resolution

process. I find that the claim is properly characterized and the Town had an ability to either give input on the claims process or accept the claims process as it was ordered, and comply with the claims process.

If they were aggrieved by the claims process they could come to the court seeking a review of that issue. What they can't do is what they did, which is ignore it completely, force the parties to litigate this matter, and in effect spend more money than the claim is worth, which if was followed by other creditors, would destroy the CCAA process.

I've already talked about the ramifications of allowing parties to ignore a claims process when they've been fully involved or had the ability to be fully involved in its implementation. It would dramatically effect CCAA in the extreme, well-funded litigants would refuse to pay, would require the company to sue, would be in this process that we've taken, taken many months, when they

all could have been resolved very quickly and the parties still would have had the ability to appeal to the Judge if they thought they were hard done by.

This had to go to the claims process, it's not open now to the parties to say, well, had we done the claims process this is what would have occurred ... they didn't do it. Even if that were not the case, the Monitor did review the case and has told me that they don't think that you have, the Town has any efficiency *(phonetic)*.

So we cannot be in a position where litigants under CCAA are, are companies under, seeking the protection of the CCAA and the court when it's obliged to consider the policy considerations directed by the Supreme Court of Canada, can be in a situation where one party can derail the claims process when they had ample opportunity to attempt to do so in the consultation process.

I want to pause here and say, I don't blame anyone for this. Counsel was not retained at the time, and I can understand, I can see a scenario that this could have fallen between the cracks. We have the money, we don't owe them any money, and we forget about it, but it's a very superficial function and it goes directly against the direction of the Supreme Court of Canada that participants in the CCAA, part of the process if you're looking for money, that on its face is covered by the stay orders, you have to participate diligently and in good faith in the process, and I don't think the Town did proceed diligently.

Furthermore, even if we accept, I accept all the Town's arguments, this is a deficiency process, a deficiency holdback, there were deficiencies broadly defined, I mean work that was covered by warranty, although that is not classically a deficiency, it's not enough to say so ... even now I have no idea what

these deficiencies were, I don't know what the problem was, I don't know if it's ... I have no idea.

Implicit in the deficiency holdback is that the Town has identified the deficiencies and it's just not credible that they identified the deficiencies in the fall of 2020 when they seem to have occurred in May, after the winter of 2021.

Therefore I order that the Town will immediately pay the sum of $59,279.41 to the Monitor. You will also pay the contractual rate of interest from the date of the claims extinguishing date, bear with me, what is that defined term everyone, the claims bar date ... so you will pay interest on the contractual rate set out in the contract, from March 27th, 2023, until the date it is paid.

I now turn to the issue of costs. There's no doubt, as the Monitor and the company have been successful in their application, they're entitled to their costs. The question is

what amount of costs? This is an unusual case, the Town, although participating in the process, chose to ignore it. The order was not complied with. The order is designed to prevent exactly what has happened here. It is designed to allow an expedited process without over-legalizing the file, to resolve issues quickly and relatively economically.

It does not mean that the Town, or any other claimant, who is unhappy with the decision of the Monitor cannot appeal that order, but it does mean you have to play in the game. You have to make the, the claim under that claims process.

So the question is, what costs will I order? I'm guided by the Court of Appeal on when I can order solicitor and own-client costs which is another way of saying indemnity costs that the parties will pay, the unsuccessful party will pay the actual legal fees, in this case of the Monitor and the Collins Group of Companies. These costs are still taxed even

if I were to award them, it's taxed cost on a solicitor and client basis.

So the Court of Appeal on many cases, but particularly often quotes *Perry vs. Heywood*, gives me the guidelines for when I can do this and I will read it to you again. "The illustration is normally given for cases where award of solicitor/client costs are appropriate are, taking action in bad faith by making serious but unfounded allegations of wrongdoing such as fraud or arson; committing a fraud in the court by deceptive conduct or perjury; engaging in obstructionist tactics or consuming, time consuming trial time on unnecessary or irrelevant issues to exhaust the opponent's resources." Just because the Town's claim has no merit, or little merit, is not a basis for awarding solicitor and client costs. Sometimes in shareholder oppression actions, solicitor and client costs are awarded.

I am very concerned about the precedent this could establish. It would be open for any party to refuse to participate in a court ordered process and then force the parties into litigation. Column 3 costs are insufficient to cover the cost of this claim.

And this is a very illustrative claim, this is $59,000. I have been told and I will accept counsel's representations to me that they've spent $70,000 or thereabouts to collect this. Column 3 costs will not be sufficient to do this.

This is a case where the Town knew there was a valid court order, they chose to ignore it, they presented evidence from a deponent who had almost no personal knowledge of the facts in question. He did have personal knowledge of what was sent when, and who sent what letter and he, he acted in most cases as an assistant to see the delivery of this documentation, but he had no, by his own admission he had no involvement with

contract administration. He had no involvement with the payments under the contract. He had no involvement with the contractual interpretation or whether the contractor is in default. He had no involvement in making the decision whether the contract was to be terminated. He had no involvement in making the decision as to who was to get the other contract. He had no involvement in assessing deficiencies. He had no involvement in the characterization of this claim as a deficiency holdback. This was told to him by someone else. He had no ... in other words, he had no personal knowledge of any use in this proceeding. This is the evidence presented by the Town.

I could have dismissed the case on that basis alone. There is no evidence to support anything in the Town's brief ... none. And I'm not criticizing Mr. Young, what else was he supposed to do? But there was an engineer hired on this project, there was a Mayor who

apparently was quite front and centre in the project, there was someone else from the Town that prepared the invoices and paid them. There were many people who had personal knowledge and it's unfortunate for Mr. Young that he is the last one standing and had to come here and tell me about things that someone else told him. So that is a big concern with me. In this regard I think this has been a time-consuming process that has very little merit and has the effect of bleeding the company and the Monitor of funds to successfully comply with their project, and on that basis I am prepared to order solicitor and own client costs on a taxed basis to both the Monitor and to the Collins Group of Companies. Anything arising from that anyone?

MR. BURGESS, K.C.: Nothing, Justice.

THE COURT: Thank you everyone, thank you for your presentations.

THE CLERK: All rise.

(matter adjourned)

Court File No.: CV-26-00017843-0000

PACER AIR FREIGHT LTD.
Plaintiff

-and-

SYNAPTIVE MEDICAL INC.
Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

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