



Court File No. CV-25-00738613-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MADAM

)

FRIDAY, THE 26<sup>TH</sup>

JUSTICE KIMMEL

)

DAY OF JUNE, 2026

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
1242939 B.C. UNLIMITED LIABILITY COMPANY, 1241423 B.C. LTD., 1330096 B.C. LTD.,  
1330094 B.C. LTD., 1330092 B.C. UNLIMITED LIABILITY COMPANY, 1329608 B.C.  
UNLIMITED LIABILITY COMPANY, 2745263 ONTARIO INC., 2745270 ONTARIO INC.,  
SNOSPMIS LIMITED, 2472596 ONTARIO INC., AND 2472598 ONTARIO INC.**

**ORDER  
(Appointing Court-Appointed Mediator)**

**THIS MOTION**, made by 1242939 B.C. Unlimited Liability Company (f/k/a Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI), 1241423 B.C. Ltd., 1330096 B.C. Ltd., 1330094 B.C. Ltd., 1330092 B.C. Unlimited Liability Company, 1329608 B.C. Unlimited Liability Company, 2745263 Ontario Inc., 2745270 Ontario Inc., Snospmis Limited, 2472596 Ontario Inc., and 2472598 Ontario Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act* was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Thomas Obersteiner sworn June 18, 2026 (the "**Obersteiner Affidavit**") in connection with the appointment of Pension Plan Representative Counsel and a mediator, and the exhibits attached thereto, the Sixteenth report of the Monitor, dated June 24, 2026, (the "**Sixteenth Report**"), and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to the plaintiffs in *Scott and Sutherland. v. Telus Health Canada Inc. and RBC Investor Services Trust*, Court File No. CV-25-00745191-00CP (the "**Dumai Uncertified Class Action Application**"), and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn June 18, 2026.

## DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the Obersteiner Affidavit.
  
2. **THIS COURT ORDERS** that the Surplus Mediation Parties (being the Company, the Monitor, the Independent Pension Administrator, Pension Plan Representative Counsel, the FILO Agent and Pathlight) shall be provided an opportunity to pursue negotiations prior to the assistance of a Mediator, for a period of 60 days from the date hereof, with a further potential extension of an additional 45 days if approved by the Monitor, subject to further extension if agreed to by all Surplus Mediation Parties the entire time period described here being “the Pre-mediation Time Period” and the process being “the Pre-Mediation Negotiations”. If no settlement is entered into among the Surplus Mediation Parties by the latest date agreed to in the Pre-Mediation Time Period, the Monitor shall advise the Mediator that the Pre-Mediation Negotiations are completed, and thereafter the Mediator shall commence its role as contemplated herein. For the Pre-Mediation Time Period, the Mediator may commence his preparation for the potential mediation.

## COURT-APPOINTED MEDIATOR

3. **THIS COURT ORDERS** that the Retired Chief Justice Geoffrey Morawetz of Morawetz Chambers Inc. is hereby appointed, as an officer of the Court and shall act as a neutral third-party mediator (the “**Court-Appointed Mediator**”) to assist the Surplus Mediation Parties with mediating the Pension Surplus Negotiations (as each such term is defined in the Pension Plan Representative Counsel Order), including entering into a Pension Surplus sharing agreement.
  
4. **THIS COURT ORDERS** that in carrying out his mandate, the Court-Appointed Mediator may, among other things:
  - a. Adopt processes, procedures and timelines which, in his discretion, he considers appropriate to facilitate the Pension Surplus Negotiations, including entering into a Pension Surplus sharing agreement;
  
  - b. Consult with the Surplus Mediation Parties and any other persons the Court-Appointed Mediator considers appropriate;

- c. Apply to this Court for advice and directions as, in his discretion, the Court-Appointed Mediator deems necessary.

5. **THIS COURT ORDERS** that the Monitor and its counsel, and the Applicants and their counsel shall provide the Court-Appointed Mediator with such assistance as the Court-Appointed Mediator reasonably requests.

6. **THIS COURT ORDERS** that the reasonable and documented fees and disbursements of the Court-Appointed Mediator (as reviewed by the Independent Pension Administrator and the Monitor) in relation to the Pension Surplus Negotiations, shall be paid in accordance with the terms of the engagement letter (the "**Engagement Letter**") between the Company, the Independent Pension Administrator and the Court-Appointed Mediator.

7. **THIS COURT ORDERS** that the Independent Pension Administrator is authorized to make interim payments to the Court-Appointed Mediator from the Pension Plan funds for the purposes of paying the reasonable and documented fees and disbursements as contemplated in paragraph 6 herein in accordance with the terms of the Engagement Letter.

8. **THIS COURT ORDERS** that the Court-Appointed Mediator is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

9. **THIS COURT ORDERS** that, in addition to the rights and protections afforded as an officer of this Court, the Court-Appointed Mediator shall incur no liability or obligation as a result of his appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on his part. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the *Courts of Justice Act* (Ontario).

10. **THIS COURT ORDERS** that:

- a. the Pension Surplus Negotiations, including all communications among the Surplus Mediation Parties and all communications with the Court-Appointed Mediator, shall be conducted on a confidential and without prejudice basis;
- b. all documents created for or disclosed for the purpose of the Pension Surplus Negotiations, and all statements, discussions, submissions and offers made in

the course of the Pension Surplus Negotiations by the Surplus Mediation Parties, their respective legal counsel or professional advisors, whether in direct negotiations or through the assistance of the Court-Appointed Mediator, shall be privileged and confidential;

- c. no document, statement, discussion, submission or offer described in paragraph 10(b) shall be disclosed to any third party, referred to in Court or used in any proceeding, including for the purpose of impeaching credibility or establishing the meaning, validity, existence or terms of any settlement or alleged settlement arising from the Pension Surplus Negotiations;
- d. nothing in this paragraph 10 shall prevent a Surplus Mediation Party from producing, disclosing or relying on its own documents or information that existed prior to, or were created independently of, the Pension Surplus Negotiations and that would otherwise be producible, discoverable or admissible by that Surplus Mediation Party in any legal proceeding, provided that the Party does not disclose the fact that such document or information was disclosed, referenced or relied upon in the course of the Pension Surplus Negotiations; and
- e. for greater clarity, except on agreement of the Surplus Mediation Parties, this confidentiality obligation does not extend to any Pension Surplus sharing agreement entered into by the Surplus Mediation Parties. Further, and notwithstanding any such agreement by the Surplus Mediation Parties, the confidentiality obligations set out in this paragraph 10 shall not extend to the use of, reference to or litigation based upon a Pension Surplus sharing agreement reached for the purposes of enforcement of the agreement in the event of breach or alleged breach of the agreement.

11. **THIS COURT ORDERS** that any notes, records, statements made, discussions had and recollections of the Court- Appointed Mediator in the course of the Pension Surplus Negotiations shall be confidential and without prejudice and protected from disclosure for all purposes in accordance with paragraph 10 above.

Jessica  
Kimmel

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Jessica Kimmel  
Date: 2026.06.26  
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER**

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