

CITATION: In Re Hudson's Bay Company, 2026 ONSC 2187
COURT FILE NO.: CV-25-00738613-00CL
DATE: 20260413

SUPERIOR COURT OF JUSTICE – ONTARIO (COMMERCIAL LIST)

RE:

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.
Applicants

IN WRITING: KIMMEL J.

COUNSEL: *Ashley Taylor*, for the Applicants

Sean Zweig and Michael Shakra, for Alvarez & Marsal Canada Inc., the Court-appointed Monitor

Robert Rene Turpin, Self-Represented

ENDORSEMENT: ROBERT RENE TURPIN ACCOMMODATION MOTION

Robert Rene Turpin's Accommodation Motion and Standard Accommodations Provided to Date

[1] Various requests have been made by Mr. Robert Rene Turpin, starting earlier this year, for accommodations from the court in connection with the conduct of these proceedings. The court directed that Mr. Turpin's request for accommodation be formalized in a motion to be heard in writing that was then scheduled and timetabled in a March 16, 2026, endorsement. That endorsement summarized the various accommodation requests that Mr. Turpin had made, culminating in his "Notice of Motion for Mandatory Accommodation" delivered to the service list on March 9, 2026 (the "Notice of Motion"). This Notice of Motion requests that all proceedings involving Mr. Turpin be conducted in plain text/written format only, with no oral hearings or attendances (the "Accommodation Request").

[2] Earlier this year, Mr. Turpin was added to the Service List so that he would receive all written materials in advance of the hearings by email when they were served, and he was given the opportunity to file written materials setting out his position in advance of any hearings in these ongoing CCAA proceedings involving the Hudson's Bay Company ("HBC"). He has delivered

written materials setting out his position in connection with a number of hearings this year, including motions held on January 16 and 27, February 11 and March 19, 2026. Further, Mr. Turpin has been provided with a Zoom link for all hearings and the Zoom closed captioning and audio transcript functions have been activated so that he has had the option to turn on those functions on his screen, although he did not participate in the hearings. These have been established as the “Standard Accommodations” for Mr. Turpin’s participation in these ongoing CCAA proceedings.

[3] These Standard Accommodations were afforded to Mr. Turpin based on his assertions regarding his need for accommodations due to medical conditions that he has been diagnosed with, even though his assertions were not originally supported by any independent medical documentation. Mr. Turpin maintains that these Standard Accommodations do not enable him to equitably participate in these CCAA proceedings.

[4] In the court’s February 13, 2026, endorsement approving the establishment of a hardship fund for vulnerable disabled employees and former employees (*Re 1242939 B.C. Unlimited Liability Company et al (formerly Hudson's Bay Company ULC et al)*, 2026 ONSC 898 (“February 13, 2026 Endorsement”), the court indicated on a preliminary basis regarding Mr. Turpin’s requests, at paras. 52-54, that:

[52] Mr. Turpin’s demand for all matters in this complex CCAA proceeding to be heard entirely in writing is not reasonable and cannot be accommodated.

[53] In exercising that supervisory function, the court is satisfied that reasonable steps were taken to provide accommodations to Mr. Turpin, and that he had received the court material in a timely manner and had reasonable written notice of other parties’ positions in respect of his assertions. He had a reasonable and fair amount of time to analyze the contents of the material for this hearing having regard to his stated disabilities (which to date have not been medically documented), but also considering the broader context of the real time litigation that this court manages in a large and complex restructuring proceeding such as this one. In all of the circumstances, it was determined that it was appropriate to proceed with the ERC motion for approval of the Term Sheet and ancillary relief on February 11, 2026, as scheduled.

[54] As this court has said previously in *Niang v. Lakeshore Gardens Co-operative Homes Inc.*, 2024 ONSC 3246, at para. 9: “The court cannot simply address the needs of one party alone where doing so may prejudice the other parties. Accommodations sought in legal proceedings must take into account that there are

other people whose rights might be affected”. This concern is exacerbated in large insolvency and restructuring proceedings involving numerous stakeholders in which there are multiple motions to address settlements, sales transactions and distributions of proceeds, to name a few. This “real time litigation” involves a balancing act of competing interests, under the supervision of the Commercial Court. Certainty is one of the important hallmarks of large restructuring proceedings such as these, with each issue raised and decided in the progression towards a final resolution.

[5] In a February 20, 2026, endorsement, the court directed that Mr. Turpin formalize his request for all hearings to be in writing by a motion with supporting evidence, including medical documentation of the limitations or need for accommodation resulting from a disability and how this impacts his ability to participate in a Zoom, in-person or hybrid hearing. The court directed that this particular motion (the “Accommodation Motion”) would proceed in writing.

[6] Mr. Turpin’s March 9, 2026 Notice of Motion formalized his earlier requests for what he describes as “Mandatory Accommodations (Written Proceedings) under AODA/Human Rights Code due to documented disabilities”. Mr. Turpin identified and attached to various emails he sent to the Service List the materials that he says provide the evidentiary support for his Accommodation Request.

[7] The court’s March 16, 2026, endorsement set a timetable for the exchange of written material to be filed with the court in connection with the Accommodation Motion. This was to be all completed and submitted by March 30, 2026, so that this Accommodation Motion could then be read and decided by the court in due course thereafter.

[8] The following materials were delivered and uploaded into the March 30, 2026, hearing bundle in Case Center for the court’s consideration of the Accommodation Motion:

- (a) Mr. Turpin’s March 9, 2026, email Motion for Accommodation seeking an Order confirming that all proceedings involving Robert Rene Turpin be conducted in plain text/writing to ensure equitable participation under the AODA and the Human Rights Code (Accommodation Motion). As part of the stated grounds for the Accommodation Motion, Mr. Turpin refers to the following:

Evidence: I have provided clinical documentation from Sullivan + Associates and NP Grace Fox confirming diagnoses of Autism Spectrum Disorder (ASD), ADHD, and Dyslexia (the “Medical Support”).

- (b) Mr. Turpin’s March 27, 2026, email response to the Applicant’s Aide Memoire, with attachment described as six-part Evidence Package (26 pages) and link titled “March 30 Affidavit Evidence Package”, 26 pages, corresponding with the six-part Evidence Package. The last (26th) page of this evidence package contains a

commissioner's signature next to Mr. Turpin's signature indicating that it was sworn before the commissioner on March 26, 2026.

- (c) Mr. Turpin's March 27, 2026, emails to both the service list and the court, respectively, outlining his response to the Monitor's Aide Memoire dated March 23, 2026.
- (d) The Aide Memoire of the Applicants (Re: Request for Accommodations) dated March 23, 2026.
- (e) The Aide Memoire of the Monitor (Accommodation Request of Mr. Turpin) dated March 23, 2026.

Mr. Turpin's Proprietary Claims

[9] Mr. Turpin claims to have at least an indirect interest in all matters involving HBC. He has sent various materials to the Service List (including on January 12, February 14, 16, 17 and 19, 2026) that he claims demonstrate his "Chain of Title" to certain of HBC's assets and artefacts, including the Hudson's Bay Royal Charter of 1670 (the "HBC Charter"). These communications appear to be directed to a challenge of the court approved sale of the HBC Charter on December 11, 2025 in a transaction that was the product of a court approved sale process. The sale transaction closed on December 19, 2025. Mr. Turpin's first communications to the court appointed Monitor regarding his claims and challenges occurred after this.

[10] In his early communications with the Monitor, Mr. Turpin appears to have been under the erroneous impression that there was a hearing scheduled for February 27, 2026, which was not the case. Eventually, Mr. Turpin indicated he would be seeking a declaration that he has a proprietary interest in the HBC Charter and various HBC artefacts (the "Proprietary Claims"). He asserts that his Proprietary Claims take precedence over any gift or sale of those assets to third parties by the Applicants that occurred during or prior to these CCAA proceedings, and he has indicated he wishes to bring a motion to have his Proprietary Claims determined (the "Proprietary Claims Motion").

Summary of Positions

[11] In addition to the specific relief sought on the Accommodation Motion (that all proceedings involving Robert Rene Turpin be conducted in plain text/writing to ensure equitable participation under the *AODA* and the *Human Rights Code*) Mr. Turpin states in his reply materials: "*I hereby move the Court to recognize the Turpin Sovereign Proposal as the commercially superior alternative to the \$18 Million auction*".

[12] This latter relief flows from assertions made by Mr. Turpin in his materials that: "The 'Physical Showing' is complete. The 10-generation lineage is filed and stamped. *I move for: A Stay of the Auction: To prevent the permanent loss of a \$360M asset for \$18M. Order of Restitution: Settlement of the \$30,000,000 claim to the House of Turpin. Implementation of the Covenant: Transitioning the HBC to the Sovereign Licensing Model. Respectfully Submitted*".

[13] This further relief that Mr. Turpin says he is moving for relates to his Proprietary Claims. He challenges the Monitor's assertions in its reports that his claim to a 10-generation lineage establishing sovereign rights to the HBC Charter and other assets (e.g., his Proprietary Claims) are

unsubstantiated. In that regard, he has demanded that the Monitor include a supplemental report to the court confirming whether they have physically accessed the files associated with HBC Archives (Crown Archival Codes (RG2/7/702 and B.239/u/1)). If they have not, Mr. Turpin asks the court to disregard the Monitor's Aide Memoire as incomplete and biased toward the Applicants.

[14] The court notes that the Monitor has clearly indicated that its Aide Memoire is submitted pursuant to the March 16, 2026 endorsement, solely to provide the Monitor's views in respect of Mr. Turpin's Accommodation Motion and that its Aide Memoire does not address the Monitor's views in respect of the assertions made by Mr. Turpin in respect of the HBC Charter or any other matter (e.g., it is not addressing Mr. Turpin's Proprietary Claims right now).

[15] The Applicants oppose Mr. Turpin's request for a blanket direction from the court that all future motions (whether by Mr. Turpin or others) proceed solely in writing. They observe that they do not anticipate that Mr. Turpin will have a direct interest in the motions in these CCAA proceedings going forward (aside from his own Proprietary Claims Motion), however, the Accommodation Request extends to all proceedings "involving" Mr. Turpin, which could be very broadly construed to include any proceeding that he chooses to participate in.

[16] The Applicants maintain that the default procedure for the hearing of all other motions in these CCAA proceedings should be that they proceed orally, in the normal course, with the Standard Accommodations for Mr. Turpin that have already been established. In support of this, they raise the same concerns as were noted in the court's February 13, 2026 endorsement (at para. 54), detailed above with reference to the decision in *Niang*. This position takes into consideration the many other stakeholders who have interests in these CCAA proceedings moving forward expeditiously and without undue expense, noting that the Applicants and the Monitor have already devoted significant time and cost to dealing with Mr. Turpin's requests for accommodation.

[17] The Monitor does not believe it is appropriate that any motions in these CCAA proceedings, other than Mr. Turpin's own Proprietary Claims Motion and this Accommodation Motion, be determined entirely in writing, and similarly references the concerns identified in the court's February 13, 2026 Endorsement, at para. 52, that the demand for all matters in these CCAA Proceedings to be heard entirely in writing is "not reasonable and cannot be accommodated".

[18] The Applicants and the Monitor have both indicated, in the interest of resolving the issues raised by Mr. Turpin expeditiously and without prejudice to their position with respect to future motions, that they would consent to the Proprietary Claims Motion (but only the Proprietary Claims Motion, to determine Mr. Turpin's claimed interest in the HBC Charter and other HBC assets) proceeding entirely in writing, on the basis of certain procedural directions that they have proposed.

[19] If the court determines that it would be appropriate for Mr. Turpin's Proprietary Claims Motion to proceed entirely in writing, the Monitor and the Applicants propose that there be a court-ordered schedule governing the exchange of materials that: (a) requires all evidence to be relied on to be submitted by way of sworn affidavit and served on the CCAA service list; (b) allows the Applicants and other stakeholders, including the purchasers and recipients of the Charter,

sufficient time to respond; and (c) provides for the delivery of a Report by the Monitor after materials have been exchanged by interested parties.

Analysis and Directions

Mr. Turpin's Evidence

[20] I will begin with an examination of the evidence provided by Mr. Turpin in support of his assertion that he is unable to equitably participate in these ongoing CCAA Proceedings with the Standard Accommodations that have been already offered to him. As this court explained in *Niang*, at para. 7: “People who request accommodation bear a burden to establish that they have disabilities that need specific accommodation”.

[21] The Medical Support that Mr. Turpin has provided for his Accommodation Motion is not sworn and there is nothing to indicate the qualifications of the medical practitioners that have provided the two documents that he relies upon. Mr. Turpin sent to the Service List and to the court:

- (a) the first page of a June 3, 2025 Sullivan + Associates Psychological Assessment Report indicating that he has undergone a comprehensive psychological assessment to query Autism Spectrum Disorder (ASD), ADHD, and Dyslexia; and
- (b) a letter dated February 24, 2026, signed by Grace Fox, NP Primary Care/Adult, indicating confirmation of these diagnoses and that Mr. Turpin has difficulty processing complex verbal information in real time environments (such as on Zoom or in courtrooms) and that he requires that all legal proceedings be handled through written communications only, with extended timelines to review the documents.

[22] Rule 39 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, contemplates that the court will decide motions and applications based on affidavit evidence, or evidence given by cross-examination or compelled examination under oath. This ensures the reliability of the evidence for the court, as it holds someone accountable to attest to the veracity of what is being said, particularly if the court is being asked to accept as a fact the truth of what has been said in a document. Mr. Turpin's evidence for this Accommodation Motion falls short of these requirements.

[23] At para. 39 of her decision in *Toronto-Dominion Bank v. Hylton*, 2010 ONCA 752, 270 O.A.C. 98, Epstein J.A. set out the following important statement of the court's duty toward self-represented litigants:

However, as part of the court's obligation to ensure that all litigants have a fair opportunity to advance their positions, the court must assist self-represented parties so they can present their cases to the best of their abilities. Linhares de Sousa J. provided a helpful list of ways to assist self-represented litigants in *Kainz v. Potter* (2006), 33 R.F.L. (6th) 62 (Ont. S.C.), at para. 65:

[N]umerous Court decisions have reiterated the principle again and again, that self-represented parties are entitled to receive assistance from an adjudicator to permit them to fairly present their case on the issues in question. This may include directions on procedure, the nature of the evidence that can be presented, the calling of witnesses, the form of questioning, *requests for adjournments* and even the raising of substantive and evidentiary issues.

[Emphasis in original.]

[24] Despite the noted evidentiary deficiencies, the Applicants and the Monitor have not specifically objected to the evidentiary sufficiency of the Medical Support concerning Mr. Turpin's disability and need for accommodation.

[25] Mr. Turpin is a self-represented litigant who has consistently stated to the court and the other participants that he has been diagnosed with Autism Spectrum Disorder (ASD), ADHD, and Dyslexia, making it difficult for him to process complex verbal information in real-time environments (such as on Zoom or in courtrooms). The unsworn Medical Support confirms the diagnoses but does not independently assess Mr. Turpin's specific limitations and proposed accommodations, beyond repeating what Mr. Turpin says he requires. Despite this, and in the particular circumstances of this case, I am prepared for purposes of this motion to accept at face value Mr. Turpin's own statements (also unsworn but in writing to the court) that he has difficulty processing verbal information in real-time environments and requires time to process written information.

[26] I wish to emphasize, however, that just because Mr. Turpin is self-represented and has indicated that he has disabilities that require accommodation does not mean that he has a blanket exemption from having to comply with the rules of evidence and procedural rules in all aspects of these proceedings. Those rules apply to all litigants, including self-represented ones: see *Van Sluytman v. Muskoka (District Municipality)*, 2018 ONCA 32, at para. 10, leave to appeal to S.C.C. refused, 38057 (November 1, 2018). This is where the court must step in to exercise discretion and balance the interests at play in the specific circumstances of each case.

Balancing Mr. Turpin's Requests With Those of Other Participants

[27] As this court stated in *Niang*, at para. 6:

If a litigant's ability to participate fully and fairly in legal proceedings before this court is impaired by one or more disabilities, as recognized under the *Human Rights Code*, then he or she is entitled to accommodation to try to ameliorate, as best as possible, the prejudice caused by the disabilities. It is important for the court to

accommodate litigants' disabilities as best as it can to the limit of undue hardship [on the other participants].

[28] Accepting Mr. Turpin's statements regarding the accommodations that he says he requires is the beginning, not the end, of the balancing exercise that the court must engage in. The court starts with understanding the particular needs and how they might be accommodated, but as this court stated in *Niang* (at paras. 8 - 9):

[8] But people who request accommodation are pursuing only their own interests. They must remember that in legal proceedings, there are two or more parties in a dispute and each is entitled to vindicate their legal rights in a fair process.

[9] The court cannot simply address the needs of one party alone where doing so may prejudice the other parties. Accommodations sought in legal proceedings must take into account that there are other people whose rights might be affected.

[29] In the normal course, there are very few types of proceedings in this court that are conducted solely in writing. Mr. Turpin has not suggested any alternative accommodations to the request that all proceedings he is involved in be conducted in plain text/written format only. Given the nature of the Proprietary Claims that he is asserting in and to various assets of HBC, and pending the determination of those claims, it might be suggested that any matter raised in these liquidating CCAA proceedings may involve him or affect his interests. That would be consistent with his recurring request for the same accommodation in all matters that have come before the court this year since he first began to appear in these proceedings, for example: when the court was asked to determine the applicability of the stay of proceedings to claimants in Quebec, extend the stay of proceedings and approve an employee hardship fund.

[30] Mr. Turpin's request would effectively impose a blanket requirement for all hearings in the ongoing HBC CCAA proceeding to be conducted solely in writing. This would be unfair to other stakeholders who expect to be able to deal with issues that arise in "real time", with motions proceeding in succession to address issues as they arise, and to have the ability to participate in the oral hearings that are the norm in this court so as to be able to engage with the court and other stakeholders as positions are taken and questions arise.

[31] The court must look at the circumstances to strike the appropriate balance in each instance where there are many stakeholders with divergent interests and rights to consider. Each case is dealt with on its merits in accordance with the facts and applicable law": see *Niang*, at para. 29.

[32] The balance that the court must strike between stakeholder interests in this case was addressed in the February 13, 2026 Endorsement, at paras. 52-54. As was noted at that time, there are many other stakeholders with interests in this large, complex restructuring proceeding. I repeat now what was said in that earlier endorsement:

This “real time litigation” involves a balancing act of competing interests, under the supervision of the Commercial Court. Certainty is one of the important hallmarks of large restructuring proceedings such as these, with each issue raised and decided in the progression towards a final resolution.

[33] It was in this context that the court observed in that same endorsement, at para. 52, that Mr. Turpin’s demand for all matters in these CCAA Proceedings to be heard entirely in writing is “not reasonable and cannot be accommodated”: February 13, 2026 Endorsement. Having fully considered the submissions made on this motion, my view remains unchanged.

[34] I note the following consistent observations made in the recent case on *Beaulnes et. al. v. Pratt*, 2026 ONSC 1722, at paras. 110-13 by Associate Justice Kamal, which are equally applicable in this case:

110. In my view, the accommodation request for Jean-François’ participation to be exclusively through writing and asynchronous communication causes undue hardship.

111. Firstly, the requested accommodations would impact the fairness of the proceeding in a negative and undue manner. While certain aspects of the proceeding may be conducted asynchronously and in writing, it would procedurally be unfair for a proceeding of this kind that is exclusively in writing and asynchronous. For example, if this matter reaches a trial, it would undermine the integrity and orderly administration of the trial process. It would procedurally be unfair not to allow oral submissions for any motions. The Court would not be able to conduct an effective pre-trial conference or assist with settlement discussions.

112. As a related point, the implementation of the accommodation request is not feasible in our system. We do not have the resources within the Court, either judicial resources or staff, to facilitate a process in which the judiciary would be able to conduct everything in writing and asynchronously. It would require an inordinate amount of resources for every motion, every case management conference, the pre-trial conference, and the trial to be conducted in writing and asynchronously. The resources required for this would amount to an undue hardship. Such an accommodation would significantly disrupt the court’s ability to manage the proceeding.

113. Furthermore, a written-only process is not generally compatible with the process in the *Rules of Civil Procedure*.

[35] Mr. Turpin only sought to become involved in these CCAA proceedings after a number of motions had already been decided. His Proprietary Claims are wide reaching in their direct and indirect implications. His Proprietary Claims are directly at issue in his Proprietary Claims Motion. The Monitor and the Applicants have come up with a reasonable and balanced proposal that would allow the most important issue to Mr. Turpin, namely his Proprietary Claims Motion, to be heard entirely in writing based on a court imposed timetable for the exchange of materials, while other matters will continue to proceed on the basis of the Standard Accommodations that have previously been afforded to Mr. Turpin, if he wishes to participate.

[36] I accept and adopt this approach, which is entirely reasonable and appropriate in the circumstances of this case. It will remain subject to the court's discretion on a case-by-case basis, but there will always be the baseline of the Standard Accommodations available for Mr. Turpin.

Accommodations and Procedure for the Proprietary Claims Motion

[37] Based on the terms or conditions of any order for an in-writing hearing of Mr. Turpin's Proprietary Claims Motion suggested by the Monitor and the Applicants, which I find to strike the appropriate balance of stakeholder interests in these particular circumstances, the court provides the following directions concerning the adjudication in writing of Mr. Turpin's Proprietary Claims Motion:

- (a) Mr. Turpin shall serve upon the Service List and file a new Motion Record by April 20, 2026, which includes:
 1. A Notice of Motion clearly delineating the precise relief that he is seeking from the court in connection with his Proprietary Claims, including, if he wishes to pursue it, the relief that he has articulated in the materials filed on this Accommodation Motion, such as:
 - a. Declaratory relief regarding his claimed 10-generation lineage said to establish sovereign rights to the Hudson's Bay Charter and other assets (e.g., his Proprietary Claims);
 - b. "*I hereby move the Court to recognize the Turpin Sovereign Proposal as the commercially superior alternative to the \$18 Million auction*"; and
 - c. *I move for: A Stay of the Auction: To prevent the permanent loss of a \$360M asset for \$18M. Order of Restitution: Settlement of the \$30,000,000 claim to the House of Turpin. Implementation of the Covenant: Transitioning the HBC to the Sovereign Licensing Model. Respectfully Submitted*".
 2. A clear index detailing the entire evidentiary record upon which Mr. Turpin is relying;

3. Evidence to be submitted by way of an affidavit or affidavits that have been sworn or affirmed in front of a commissioner or notary, with all documents to be relied upon individually identified, described, and attached as exhibits and, within the affidavit, a clear statement of the source of each document that is attached.

To be clear, Mr. Turpin may continue to rely upon the Chain of Title documents and Six-Part Evidence Package and information that he has referenced in his various emails to the court and the Service List. However, any specific documents or records that are referred to in that package that he relies upon must be clearly described and attached as exhibits to a sworn affidavit or affidavits, so as to provide a proper evidentiary record for the Proprietary Claims that Mr. Turpin asserts, and all the material relied upon (Notice of Motion and evidence) shall be compiled and indexed into a single motion record so it is all together in one place.

- (b) Mr. Turpin shall serve and file (serving and filing shall together to be described as “deliver”) a separate factum (maximum 25 pages double spaced) by April 27, 2026, that summarizes his position with reference to the evidence contained in his Motion Record, that explains the grounds upon which he seeks to have his Proprietary Claims determined and that identifies any legal authorities and principles relied upon. All authorities referenced must be hyperlinked to external sources or to a PDF copy of the original source.
- (c) The Applicants and any interested stakeholder (including, without limitation, the purchasers and recipients of the HBC Charter) may serve and file responding motion record(s) containing additional affidavit evidence relied upon, and/or factum(s) by May 4, 2026. The responding factums shall summarize their position(s) with reference to the evidence contained in Mr. Turpin’s Motion Record and in any responding motion records and detail any further legal authorities and principles they rely upon, in addition to specifically addressing and commenting upon the legal authorities and principles cited and relied upon by Mr. Turpin. No factum shall exceed 25 pages double spaced and any stakeholder intending to deliver a factum shall co-ordinate with the lawyers for the Applicants to minimize the overlap and repetition.
- (d) Mr. Turpin may deliver a reply motion record with any further affidavit evidence relied upon by him and a reply factum (up to a maximum of 5 pages double spaced for each responding factum he receives) to address any points raised in the responding materials that have not already been addressed by him in the material he previously delivered, by no later than May 14, 2026. Reply evidence and factums are not required. If none are delivered by Mr. Turpin by this deadline, it will be assumed that he has decided none are needed .
- (e) The Monitor may serve and file a report to address Mr. Turpin’s Proprietary Claims and his motion, together with a factum (up to a maximum 15 pages double spaced) setting out the Monitor’s position in connection with the Proprietary Claims Motion and any legal authorities and principles relied upon, which shall be served and filed by no later than May 21, 2026.

- (f) If Mr. Turpin needs to respond to something in the Monitor's responding material, he may do so briefly in a sur reply Motion Record and factum (maximum 5 pages double spaced) to be delivered by no later than May 29, 2026.
- (g) A hearing bundle will be created in Case Center for an in-writing hearing on May 29, 2026. Counsel for the Monitor shall assist Mr. Turpin by uploading his materials to Case Center in that hearing bundle once they have been served (Motion Record and originating factum, and reply and sur reply record and factums, if any). The Monitor shall also upload its response to the May 29 hearing bundle. The Applicants and any other participating stakeholders shall each upload their own materials into that May 29, 2026 hearing bundle.
- (h) The court will (sometime on or after May 29, 2026) read all of the submissions provided. The court may request further written submissions, in which case all participating parties that have filed submissions will be notified. The court will decide Mr. Turpin's Proprietary Claims Motion and will provide a written endorsement in due course thereafter.
- (i) If any participating party requires further directions or advice from the court in connection with the above directions concerning the exchange and filing of materials for Mr. Turpin's Proprietary Claims Motion, a written request for such directions (not to exceed one page) may be submitted to the Commercial List Office, copied to the Service List, by April 15, 2026. The court will provide directions or seek further submissions or clarifications as it deems appropriate upon review of any such request.

[38] Counsel for the Monitor shall ensure that a copy of this endorsement is provided to all stakeholders on the Service List and posted on the Monitor's website.

Final Disposition

[39] The court is directing the Proprietary Claims Motion be conducted entirely in writing because of Mr. Turpin's direct and immediate interest in the outcome of that motion. This determination has also been made taking into account the position of the Applicants and the Monitor and the balancing of all stakeholder interests.

[40] Mr. Turpin's request for a broader declaration that all proceedings involving Robert Rene Turpin be conducted entirely in plain text/writing is not granted. The reference to "all proceedings involving Robert Rene Turpin" is too broad. The outcome of the Proprietary Claims Motion will be the most significant determinator of whether Mr. Turpin has a direct interest in any other motions in these ongoing CCAA proceedings that might possibly warrant a further direction for other entirely in-writing hearings on a case by case basis.

[41] In the meantime, and subject to such other order or direction as the court may provide, all other hearings in these CCAA proceedings shall be conducted orally (based on written materials delivered in advance) with the Standard Accommodations being provided to Mr. Turpin.

[42] This endorsement and the orders and directions contained in it shall have the immediate effect of a court order.

Jessica
Kimmel

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Date: 2026.04.13 14:02:43
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Kimmel J.

Date: April 13, 2026