

**Form A-24**

LABOUR RELATIONS ACT, 1995

**APPLICATION UNDER SECTION 69 AND/OR  
SUBSECTION 1(4) OF THE ACT  
(SALE OF BUSINESS AND/OR RELATED EMPLOYER)**

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

**Between:**

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,  
LOCAL 175

**Applicant,**

- and -

ROSE OF SHARON (ONTARIO) COMMUNITY cob as ROSE OF SHARON  
KOREAN LONG-TERM CARE HOME

- and -

DELOITTE RESTRUCTURING INC.

- and -

DELOITTE AND TOUCHE INC.

**Responding Parties.**

The applicant applies to the Ontario Labour Relations Board under:

- [X] Subsection 1(4) of the Act regarding the operation of associated or related businesses or activities under common control or direction by

Rose of Sharon (Ontario) Retirement Community and

Deloitte Restructuring Inc. and/or Deloitte and Touche Inc.

**AND/OR**

- [X] Section 69 of the Act with respect to the bargaining rights of United Food and Commercial Workers International Union, Local 175 as a result of a sale  
(Trade Union)

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of business by Rose of Sharon (Ontario) Retirement Community  
(Predecessor Employer)

to Deloitte Restructuring Inc. and/or Deloitte and Touche Inc.  
(Successor Employer)

alleged to have taken place on or about September 27, 2011.  
(Date)

1. Name, address, telephone number, facsimile number and e-mail address of the applicant:

Mr. Derik J. McArthur  
Director  
United Food & Commercial Workers  
2200 Argentia Rd  
Mississauga, ON L5N 2K7  
Tel: (905) 821-8329  
Email: derik.mcarthur@ufcw175.com

Ms. Mona Bailey  
Union Representative  
United Food And Commercial Workers Canada  
Head Office  
2200 Argentia Road  
Mississauga, ON L5N 2K7  
Tel: (905) 821-8329  
Fax: (905) 821-7144  
Email: mona.bailey@ufcw175.com

- (b) Name, address, telephone number, facsimile number and e-mail address of a contact person for the applicant:

Mr. Jesse Kugler  
CaleyWray  
1600 – 65 Queen Street West  
Toronto, ON M5H 2M5  
Tel: (416) 775-4677  
Fax: (416) 366-3293

- (c) E-mail address of representative and assistant (if any):

**Counsel:** kuglerj@caleywrap.com  
**Assistant:** singhr@caleywrap.com

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(d) Name, address, telephone number, facsimile number and e-mail address of each responding party:

1. Rose of Sharon (Ontario) Community cob as Rose of Sharon Korean Long-Term Care Home

Gowling LaFleur Henderson LLP  
Barristers & Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

**Attn: Clifton Prophet, Counsel**

Tel: 416-862-3509

Fax: 416-863-3509

Email: Clifton.prophet@gowlingwlg.com

**Attn: Patrick Shea, Counsel**

Tel: 416-369-7399

Fax: 416-862-7661

Email: Patrick.shea@gowlingwlg.com

2. Deloitte Restructuring Inc.

Blaney McMurthry LLP  
Barristers & Solicitors  
1500 – 2 Queen Street East  
Toronto, ON M5C 3G5

**Attn: Eric Golden, Counsel**

Tel: 416-593-3927

Fax: 416-593-5437

Email: egolden@blaney.com

3. Deloitte and Touche Inc.

Gowling LaFleur Henderson LLP  
Barristers & Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

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**Attn: Clifton Prophet, Counsel**

Tel: 416-862-3509  
Fax: 416-863-3509  
Email: Clifton.prophet@gowlingwlg.com

**Attn: Patrick Shea, Counsel**

Tel: 416-369-7399  
Fax: 416-862-7661  
Email: Patrick.shea@gowlingwlg.com

2. (a) If this application relates to bargaining rights in the industrial, commercial, and institutional sector of the construction industry, state the name, address, telephone number, facsimile number and e-mail address of the relevant employee bargaining agency and employer bargaining agency:

N/A

- (b) If this application relates to bargaining rights affecting an accredited employers' organization, state the name, address, telephone number, facsimile number and e-mail address of the accredited employers' organization:

N/A

- (c) The name, address, telephone number, facsimile number and e-mail address of any other person, trade union, employer or employers' organization who may be affected by the application:

N/A

- (d) The person, trade union, employer or employers' organization named in paragraph 2(c) is affected by the application for the following reason(s):

N/A

**[Before you file your application with the Board, you must deliver to the responding party and to the person(s) named in paragraphs 2(a), (b), and (c): a copy of your application, a blank response form, and a Notice to Responding Party and/or Affected Party of Application under Section 69 and/or Subsection 1(4) of the Act (Form C-9) with the names of the parties and the date inserted. You must also complete the attached Certificate of Delivery.]**

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3. A sale of a business ☒ did  
☐ did not take place.

4. As a result,  
(a) \_\_\_\_\_ ☐ is  
\_\_\_\_\_ ☐ is not  
bound by a collective agreement entered into by  
\_\_\_\_\_  
(Trade Union)  
and \_\_\_\_\_;

**OR**

- (b) \_\_\_\_\_ ☒ is  
Deloitte Restructuring Inc. and/or Deloitte and Touche Inc. ☐  
is not  
required to bargain with United Food and Commercial Workers  
International Union, Local 175  
(Trade Union)  
with a view to making a collective agreement;

**OR**

- (c) \_\_\_\_\_ ☐ is  
\_\_\_\_\_ ☐ is not  
the employer for the purposes of a termination or certification  
application that is before the Board.

5. A change in the character of the business so that it is substantially  
different from the business of the predecessor employer  
☐ has  
☒ has not taken place.

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6. An intermingling of employees of one business with employees of another business represented by a trade union  
[ X ] has  
[ ] has not taken place.

7. The applicant makes the following request:

Please see the attached Schedule "A".

(Describe **in detail** what you wish the Board to order as a result of this application.)

8. In support of its request, the applicant relies on the following material facts:

Please see the attached Schedule "A".

(Include **all** of the material facts on which you rely including the circumstances, what happened, where and when it happened, and the names of any persons said to have acted improperly. Please note that you will not be allowed to present evidence or make any representations about any material fact that was not set out in the application and filed promptly in the way required by the Board's Rules of Procedure, except with the permission of the Board.)

9. The applicant submits with this application the following documents:

Please see the attached Schedule "A".

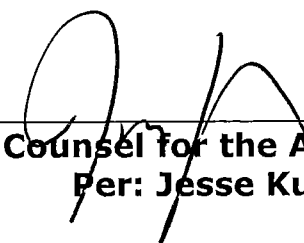
(Include **all** documents upon which you intend to rely, if you have them. Documents must be arranged in consecutively numbered pages and must be accompanied by a table of contents describing each document.)

10. Other relevant statements:

Please see the attached Schedule "A".

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**DATED** February 23, 2017.



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**Counsel for the Applicant**  
**Per: Jesse Kugler**

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**CERTIFICATE OF DELIVERY**

1. I certify that the following documents were delivered to [X] the responding parties, and [ ] every affected party named in paragraphs 2(a), (b), and (c) of the application, as follows:

- ° Application under Section 69 and/or Subsection 1(4) of the Act;
- ° a blank copy of a Response to Application under Section 69 and/or Subsection 1(4) of the Act (Form A-25);
- ° a blank Confirmation of Posting (Form A-124); and
- ° Notice to Responding Party and/or Affected Party of Application under Section 69 and/or Subsection 1(4) of the Act (Form C-9)  
**with the names of the parties and the date inserted.**

**Attn: Clifton Prophet**

Counsel for Rose of Sharon  
(Ontario) Community cob as  
Rose of Sharon Korean Long-Term  
Care Home and  
Deloitte and Touche Inc.

1 First Canadian Place  
100 King Street West, Ste 1600  
Toronto, ON M5X 1G5

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
whom documents were delivered

**Attn: Patrick Shea**

Counsel for Rose of Sharon  
(Ontario) Community cob as  
Rose of Sharon Korean Long-Term  
Care Home and  
Deloitte and Touche Inc.

1 First Canadian Place  
100 King Street West, Ste 1600  
Toronto, ON M5X 1G5

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
whom documents were delivered

**Attn: Eric Golden**

Counsel for Deloitte  
Restructuring Inc.

1500 – 2 Queen Street East  
Toronto, ON M5C 3G5

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
whom documents were delivered



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**[Complete either section 2 or section 3 or section 4 below.]**

2. These documents were delivered by [ ] facsimile transmission or [ ]

hand delivery on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
(Date)

3. These documents were sent by [ ] regular mail on

\_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
(Date)

4. These documents were given to Superior Delivery  
(Name of Courier)

on February 23, 2017, and I was advised that they would be  
(Date)

delivered not later than February 23, 2017 at 5:00 p.m.  
(Date)

NAME: Rozana Singh

TITLE: Legal Assistant

SIGNATURE: \_\_\_\_\_

**IMPORTANT NOTES**

***FRENCH OR ENGLISH***

Si vous communiquez avec la Commission, vous avez le droit de recevoir des services en français et en anglais. Vous pouvez consulter les règles de la Commission, les formulaires et les bulletins d'information sur le site Web de la Commission au [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca) ou composer le 416-326-7500 ou (sans frais) le 1 877 339-3335 pour de plus amples renseignements. Veuillez prendre note que la Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate with, and receive available services from, the Board in either English or French. You can access the Board's Rules, Forms and Information Bulletins from its website at [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca) or by calling 416-326-7500. Please note that the Board does not provide translation services in languages other than English or French.

***CHANGE OF ADDRESS***

Please notify the Board immediately of any change in your address, phone or fax numbers, or your e-mail address. If you fail to notify the Board of any changes, correspondence sent to your last known address may be deemed to be reasonable notice to you and the application may proceed in your absence.

***EMAIL***

If you have provided an e-mail address with your contact information, the Board will in all likelihood communicate with you by e-mail from a generic out-going address. Please be advised that the Board is not yet equipped to receive communications from you by e-mail.

***OLRB RULES OF PROCEDURE***

The Board's Rules of Procedure describe how an application, response or intervention must be filed, what information must be provided and the time limits that apply. You can obtain a copy of the Rules from the Board's office at 505 University Avenue, 2<sup>nd</sup> Floor, Toronto, Ontario, M5G 2P1 (Tel: 416-326-7500) or from the Board's website.

***ACCESSIBILITY and ACCOMMODATION***

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, the Board makes every effort to ensure that its services are provided in a manner that respects the dignity and independence of persons with disabilities. Please tell the Board if you require any accommodation to meet your individual needs.

***FREEDOM OF INFORMATION and PROTECTION OF PRIVACY***

## Form A-24

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of this application. In addition, information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 F.31 governs the collection, use and disclosure of this information.

Any information that you provide to the Board that is relevant to this application must in the normal course be provided to the other parties to the proceeding.

### ***HEARINGS and DECISIONS***

Board hearings are open to the public unless the panel decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library, and over the internet at [www.canlii.org](http://www.canlii.org), a free legal information data base. Some summaries and decisions may be found on the Board's website under *Highlights* and Recent Decisions of Interest.

## **SCHEDULE "A"**

### **Background**

1. The Applicant, the United Food and Commercial Workers International Union, Local 175 (the "UFCW" or the "Union") is a trade union within the meaning of section 1(1) of the *Labour Relations Act, 1995* (the "Act").
2. The Responding Party, Rose of Sharon c.o.b. Rose of Sharon Korean Long Term Care ("Rose of Sharon" or the "Employer"), operates a 60-bed long-term care facility on Maplewood Avenue in Toronto, ON.
3. The Responding Party, Deloitte Restructuring Inc. ("Deloitte Restructuring") is the court-appointed Receiver relating of all of Rose of Sharon's property pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA").
4. The Responding Party, Deloitte and Touche Inc. ("Deloitte"), is the parent company of Deloitte Restructuring Inc., and was the original Receiver appointed by the Court in September 2011.
5. As a result of a representation vote conducted amongst employees of Rose of Sharon, the Union was certified by the Ontario Labour Relations Board ("Board") on September 22, 2011 in Board File No. 1827-11-R to be the bargaining agent of the following unit of employees:

all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in

Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011.

Tab 1

6. The certificate issued by the Board remains in place to date. In other words, the UFCW still currently has bargaining rights to represent employees employed by Rose of Sharon in the above-noted bargaining unit.

### **The Bankruptcy Proceedings**

7. On September 27, 2011, shortly after the Board issued the certificate to the Union, the Court appointed Deloitte as Receiver and manager of all the current and future assets, undertakings and properties of the Employer.
8. Pursuant to the Appointment Order, as amended and restated, Deloitte assumed control and responsibility for Rose of Sharon, including the employees represented by the Union. The Appointment Order also imposed a stay of proceedings against, *inter alia*, the Receiver. The Appointment Order states, at paragraph 3(d), that the Receiver is "empowered and authorized" to:

subject to section 110 of the *Long-Term Care Homes Act*, S.O. 2007, c. 8 (the "LTCHA") to manage, operate, and carry on the business of the debtor, including the powers to enter into any arrangements, incur any obligations in the normal course of business, or cease to perform any contracts of the Debtor.

Tab 2

9. On October 3, 2011, the Union issued Rose of Sharon notice to bargain within the meaning of section 16 of the *Act*.

Tab 3

10. On September 30, 2011, the Union wrote to the Receiver objecting to correspondence it sent to members of the Rose of Sharon bargaining unit in which the Receiver requested that members of the bargaining unit execute a document purporting to release any claims that the Union's members may have against the Receiver.

Tab 4

11. On October 3, 2011, the Union filed a request for the appointment of a conciliation officer to assist with the negotiation and conclusion of a collective agreement. On October 12, 2011, the Minister of Labour appointed a conciliation officer to confer with the parties and to endeavor to effect a collective agreement.

Tab 5

12. On November 8, 2011, the Union issued notice to bargain directly to Receiver.

Tab 6

13. On December 23, 2011, the Court granted an Order approving the Receiver's activities from the appointment date, including, *inter alia*, entering into a Management Agreement with Assured Care Consulting Inc. ("ACC") for the management of the operations of Rose of Sharon.

14. To date, Rose of Sharon has been operated by the Receiver through its agent ACC, including the management and direction of members of the Union's bargaining unit, but has refused to meet with the Union to bargain a collective agreement or to consult in any way with the Union with respect to the terms and conditions of employment applicable to the employees that the Union is statutorily entitled to represent. The Receiver has effectively refused to recognize the Union as the bargaining agent of the employees it assumed control over.
15. Since the issuance of the certificate to the Union by the Board, the Receiver, through ACC and its employees (including the Director of Care Helen Jung), has hired, fired and disciplined employees of the bargaining unit. It has implemented new wage rates and other terms and conditions of employment. At no point has the Receiver, its agents or its employees contacted the Union to discuss same.

Tab 7

16. On no less than six occasions since the Appointment Order was issued on September 27, 2011, the Union has written to counsel for the Receiver to initiate bargaining for a collective agreement, to seek the consent of the Receiver to lift the stay of proceedings to commence a successor employer application before the Board, or to seek information in respect of the union's members employed by Rose of Sharon.

Tab 8

17. To date, the Receiver has refused to engage in collective bargaining with the Union or otherwise to give effect to the Union's statutory bargaining rights as it is required to do under the *Act*.
18. On February 21, 2017, the Union brought a motion seeking an Order from the Court lifting the stay of proceedings imposed by the Appointment Order to allow it to bring the instant application. The Order was granted on consent.

Tab 9

19. The Union and its membership have suffered real and substantial prejudice by the Receiver's refusal to recognize the Union's status of exclusive bargaining agent and its refusal to enter into collective bargaining negotiations with the Union.
20. Firstly, the implementation by the Receiver of changes to the terms and conditions of employment of members of the bargaining unit constitutes a violation of the statutory freeze pursuant to section 86 of the *Act*.
21. Secondly, the Union has suffered damages to its reputation and support from amongst employees in the bargaining unit as a result of its inability to represent its members in their employment.
22. Third, the Union's members have been prejudiced by being deprived of their right to be represented by their chosen bargaining agent.



23. Deloitte and Deloitte Restructuring, as Receiver, have been transferred legal control of Rose of Sharon's business and have continued to employ and manage employees within the Union's bargaining unit unilaterally with regard for the Union's bargaining rights.
24. The Board has had numerous occasions to consider the application of sections 69/1(4) of the *Act* on Receivers appointed pursuant to the *BIA*. For instance, in *Deloitte and Touche*, [1993] O.L.R.D. No. 458, a Union brought a successor employer application in respect of Deloitte and Touche's appointment as a Receiver and manager under the *BIA* of a nursing home in Ottawa, Ontario. The Union took the position that Deloitte and Touche was the successor employer for the purposes of the *Act*. The Board held that Deloitte and Touche was a successor employer given its control over the property and management of the business. The Board stated:

To what extent has control of the nursing home operation passed to the receiver and manager in the case before us? Control of the day to day operations of the home has passed to the extent that the receiver agrees that it is the employer. There is no evidence that Ottawa Centre Nursing Home retains any control over the operation of the business, other than as mentioned in the court order. In that order, the significant reference to any role for the owner is that the sale of the property, the license, or assets over \$250,000 cannot be affected without the owner's consent or order of the court. However, throughout the order it is clear that the initiative is in the hands of the receiver. The owner can facilitate a sale arranged by the receiver, but ultimate control is with the court, not with the owner. This is not a significant amount of control for labour relations purposes, in our view. The extent of the transfer of power over the assets of the owner and more importantly control over the operation of the nursing home is a transfer of control at least as extensive as a lease. As noted above, "lease" is specifically mentioned as an intended component of the Act's definition of sale.

**The receiver and manager here apparently has virtually complete control over all the necessary incidents of the economic vehicle, the business, to which bargaining rights attach. We are therefore of the view that a finding that the respondent is a successor employer is warranted in this case.**

We have carefully considered the respondent's argument that since the only reason it is operating the nursing home is to be able to sell it, it is only on the eventual sale that a successorship should be found. **The labour relations rationale for such a proposition is not evident.** It suggests that the bargaining rights of the applicant would be indefinitely in limbo pending a sale, or presumably the decision to liquidate if a sale proved impractical. The owner's role in employment matters on the material before us is non-existent. The real employer, by its own admission, is the respondent. There is no labour relations reason to require the applicant to deal with a party with no effective control of the employment relationship."

(Emphasis added)

***Deloitte and Touche*, [1993] O.L.R.D. No. 458, at paras. 38-39**

See also ***H&S Reliance Ltd.*, [1998] O.L.R.D. No. 4087**

25. In *Logue Mechanical Services Inc.*, [2016] O.L.R.D. No. 2476, the Board made the following comments with respect to the application of section 69 of the *Act* to a court appointed receiver:

To be as blunt as possible, I see no persuasive reason, from even a bankruptcy point of view, and certainly not from a labour relations point of view, why Austech should get a "free ride", i.e., be allowed to operate free from or without the collective agreements binding upon it for the indefinite and indeterminate period of time it takes to sort out the financial remains of Logue -- as it has been doing. Accordingly, pursuant to section 69(2) of the LRA, the Board declares that Austech is bound by the collective agreements.

26. Therefore, the UFCW respectfully submits that Rose of Sharon, Deloitte, and Deloitte Restructuring are related employers within the definition of section 1(4) of the *Act* and/or there has been a sale of a business within the definition section 69 of the *Act* from Rose of Sharon to Deloitte Restructuring and/or Deloitte.
27. The UFCW respectfully requests that the Board make the following findings, directions and orders:
  - i. That the Board declare that Rose of Sharon, Deloitte Restructuring and/or Deloitte are related employers within the meaning of section 1(4) of the *Act*;
  - ii. That the Board declare that there has been a sale of business from Rose of Sharon to Deloitte Restructuring and/or Deloitte within the meaning of section 69 of the *Act*;
  - iii. That the Board declare the Deloitte Restructuring and Deloitte are required to bargain to negotiate a collective agreement with the Union, in accordance with section 16 of the *Act*; and
  - iv. Any other remedies that the Applicant requests and the Board permits.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED.**

# TAB 1

# ONTARIO LABOUR RELATIONS BOARD

1827-11-R United Food and Commercial Workers International Union, Local 175, Applicant v. Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home, Responding Party.

**BEFORE:** Brian McLean, Vice-Chair, and Board Members J.A. Rundle and D. A. Patterson.

**DECISION OF THE BOARD:** September 22, 2011

1. This is an application for certification filed under the *Labour Relations Act, 1995*, S.O. 1995, c.1, as amended (the "Act").
2. The style of cause is hereby amended to reflect the correct name of the responding party: "Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home."
3. No statement of desire to make representations concerning an outstanding issue in dispute has been filed with the Board within the time fixed under Rule 11.3 of the Board's Rules of Procedure following the taking of the representation vote pursuant to the Board's direction of September 6, 2011.
4. Having regard to the agreement of the parties, the Board further finds that the following constitutes a unit of employees of the responding party appropriate for collective bargaining:  
  

all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011.
5. On the taking of the representation vote directed by the Board, more than fifty per cent of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.
6. A certificate will issue to the applicant.
7. The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.
8. Meeting and hearing dates set previously are hereby cancelled.

File No. 1827-11-R

## The Labour Relations Act, 1995

## Before the Ontario Labour Relations Board

Between:

United Food and Commercial Workers International  
Union, Local 175,

Applicant,

- and -

Rose of Sharon (Ontario) Community c.o.b. as Rose  
of Sharon Korean Long-Term Care Home,

Responding Party.

## Certificate

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOTH CERTIFY United Food and Commercial Workers International Union, Local 175 as the bargaining agent of all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

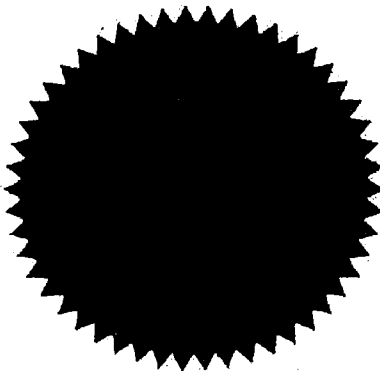
**DATED** at Toronto this 22nd day of September, 2011.

ONTARIO LABOUR RELATIONS BOARD



Peter Gallus

Registrar (Acting)



# TAB 2

Court File No. CV-11-9399-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

<b>THE HONOURABLE</b>	)	<b>TUESDAY , THE 27<sup>th</sup> DAY</b>
	)	
<b>JUSTICE C. CAMPBELL</b>	)	<b>OF SEPTEMBER, 2011</b>

**B E T W E E N:****PEOPLES TRUST COMPANY**

Applicant

- and -

**ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY**

Respondent

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. 1985, c. B-3, as amended, and under section 101 of the  
*Courts of Justice Act*, R.S.O. 1990, c. C.43**

**AMENDED AND RESTATED APPOINTMENT ORDER**

**THIS APPLICATION** made by Peoples Trust Company ("**Peoples Trust**" or the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Deloitte & Touche Inc. ("**Deloitte**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the



assets, undertakings and properties of Rose of Sharon (Ontario) Retirement Community (the "**Debtor**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Michael Lombard sworn September 22, 2011, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Debtor no one appearing for any other party although duly served as appears from the Affidavits of Service of Alma Cano, sworn September 23 and September 26, 2011, and on reading the Consent of Deloitte to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, wherever situate, including all proceeds thereof (the "**Property**").

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of

locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) subject to section 110 of the *Long-Term Care Homes Act*, S.O. 2007, c. 8 (the "LTCHA") to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) subject to section 110 of the LTCHA, to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order, and in this regard the Receiver is specifically authorized to retain counsel for the Applicant to advise and represent it save and except on matters upon which the Receiver in its judgment determines it requires independent advice, in which case the Receiver shall retain Blaney McMurtry LLP;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) Notwithstanding anything in this Order, the Debtor is the licensee (the "Licensee") of the long-term care home located at 17 Maplewood Avenue, Toronto, Ontario which forms a part of the Property (the "Home"). The

Home is currently licensed pursuant to the LTCHA and the regulations thereunder. Toronto Central Local Health Integration Network ("TC LHIN") will continue to pay the Licensee (and the Receiver will be entitled to receive such payments) pursuant to the Service Accountability Agreement in respect of the Home between the TC LHIN and the Debtor effective March 4, 2011 (the "SAA") and the Ministry of Health and Long-Term Care (~~together with the TC LHIN, the~~ "MOH") will continue to pay the Licensee (which payments shall be received by the Receiver in accordance with this Order) pursuant to ~~the existing agreement-~~ ~~agreements.~~ Any monies received by the Debtor or the Receiver from the MOH or the TC LHIN shall be used or applied by the Receiver for the operation of the Home in accordance with the SAA, any agreement with the MOH and the LTCHA. Any payments by the TC LHIN shall be subject to TC LHIN review and reconciliation as provided for under the SAA and applicable law and written policy. Any payments by the MOH shall be subject to MOH review and reconciliation as provided for under any agreement with the Debtor or the Receiver and applicable law and written policy. For clarity, subject to the foregoing reconciliations, any surplus monies arising from the operation of the Home may be applied by the Receiver in accordance with this Order.

- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (k) to apply for such permits, licenses, approvals or permissions as may be required by any governmental authority with respect to the Property, including, without limitation, licenses under the LTCHA
- (l) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (m) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including without limitation Mr. Charles Daley and IWOK Corporation (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver and any party the Receiver retains in accordance with subparagraph 3(d) of this Order and section 110 of the LTCHA, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver or any party the Receiver retains in accordance with sub-paragraph 3(d) of this Order and section 110 of the LTCHA (the "**Manager**") except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver and the Manager, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a

security interest, or (iv) prevent the registration of a claim for lien. For clarity, this paragraph 9 shall apply to the Manager solely in its capacity as agent for the Receiver.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver or Manager, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver, at least one of which will describe the account holder as "Deloitte & Touche Inc. as Rec. & Mgr. of Rose of Sharon (Ontario) Retirement Community" (the "Post



**Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. Neither the Receiver nor the Manager shall be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively,

"Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. Subject to section 107 of the LTCHA, the whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections, 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **GENERAL**

24. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or,

if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

~~29-28A.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, the Receiver and Manager shall comply with the SAA, the LTCHA and the regulations thereunder as they apply to the management operation of the Home and ~~then either TCLHIN nor~~ MOH shall not be subject to paragraphs 9 and 10 of this Order in relation to any non-compliance with the SAA, the LTCHA and the regulations thereunder by the Receiver and/or the Manager with respect to the management operation of the Home.

29.    30. \_\_\_\_\_

- 15 -

**THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



**Natasha Brown**  
Registrar

FILED AT / FICHÉ À TORONTO  
BOOK NO.  
CE / DANS LE REGISTRE NO.

DEC 23 2011

RECEIVED



## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the receiver and manager (the "**Receiver**") of the current and future assets, undertakings and properties of Rose of Sharon (Ontario) Retirement Corporation of every nature and kind whatsoever, wherever situate (the "**Debtor**"), including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the head office of the Lender.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DELOITTE & TOUCHE INC. solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name: Daniel R. Weisz

Title: Senior Vice President



Court File No. CV-11-9399-00CL

PEOPLES TRUST COMPANY  
Applicant

v.

ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY  
Respondent

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**AMENDED AND RESTATED**  
**APPOINTMENT ORDER**

**GOWLING LAFLUEUR HENDERSON LLP**  
Barristers and solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
TORONTO, Ontario  
M5X 1G5

**Clifton Prophet**  
**LSUC No.: 34845K**

Telephone: (416) 862-3509 / (416) 268-9900  
Facsimile: (416) 862-7661  
Lawyers for the Applicant,  
Peoples Trust Company

# TAB 3



UNITED FOOD &amp; COMMERCIAL WORKERS CANADA LOCALS 175 &amp; 633

SHAWN HAGGERTY  
PresidentTERESA MAGEE  
Secretary-TreasurerBETTY PARDY  
Recorder

October 3, 2011

**Via Registered Mail and Facsimile: 416-679-7088****COPY****Rose of Sharon (Ontario) Community  
c.o.b.****Rose of Sharon Korean  
Long-term Care Home**Attention: Min-Hwa (Helen) Jung  
Administrator  
17 Maplewood Ave  
Toronto, ON, M6C 4B3

Dear Ms. Jung:

Pursuant to the certificate issued by the Ontario Labour Relations Board, be advised of our desire to negotiate a First Collective Agreement.

I would appreciate if you would contact Union Representative Mona Bailey at 905-821-8329, as to tentative dates when you are prepared to meet for commencement of negotiations. On or before the first negotiating session between the parties the following information, on behalf of all bargaining unit employees, will be required:

- ▶ names
- ▶ addresses
- ▶ social insurance numbers
- ▶ telephone numbers
- ▶ dates of hire
- ▶ rates of pay
- ▶ classifications and departments
- ▶ amount of shift premium
- ▶ meal allowance
- ▶ paid holiday policy
- ▶ vacation pay policy
- ▶ health and welfare benefit costs
- ▶ hours of work and overtime policies
- ▶ personal leave of absence, bereavement leave, education leave, and/or training, jury duty policies
- ▶ meal periods and work break policies
- ▶ and any other pertinent information which may be required.

It is the policy of the Local Union to make an application for Conciliation at this time.

Yours truly,

*Kelly Tosato*Kelly Tosato  
Director, Central East Regioncc: Shawn Haggerty, President  
Mona Bailey, Union Representative

# TAB 4

SHAWN HAGGERTY  
*President*TERESA MAGEE  
*Secretary-Treasurer*BETTY PARDY  
*Recorder*

September 30, 2011

VIA FACSIMILE: 416-601-6151

**Daniel R. Weisz, CA-CIRP, CIRP**  
 Partner  
 Reorganization Services  
 Deloitte & Touche LLP  
 181 Bay Street  
 Brookfield Place  
 Suite 1400  
 Toronto, Ontario  
 Canada M5J 2V1

Dear Mr. Weisz:

**Re: Rose of Sharon (Ontario) Retirement Community ("Rose of Sharon") and  
 United Food and Commercial Workers Canada, Local 175 ("UFCW Local  
 175"); Receivership**

I take this opportunity to write on behalf of UFCW Local 175 with respect to the correspondence we received via e-mail on September 28, 2011 ("the e-mail") from the Receiver advising of their meeting with the employees of Rose of Sharon. The e-mail advised UFCW Local 175 that the Receiver would be holding a meeting with the employees of Rose of Sharon that same afternoon to advise of the receivership and to present employees with a legal document regarding their employment and release the Receiver from any claims, causes or actions ("the letter").

We advise that you cease and desist from any such requests. UFCW Local 175 will consider any employee who has signed their document to be null and void. UFCW Local 175 will take all legal action if deemed necessary at the appropriate time.

UFCW Local 175 has subsequently reviewed the letter and we are recommending to our membership that they do not sign it.

As you are aware, the Ontario Labour Relations Board has certified UFCW Local 175 as the sole and exclusive bargaining agent of all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining rights as of August 31, 2011 (a copy is attached hereto).

.../2

HEAD OFFICE - 2200 ARGENTIA ROAD, MISSISSAUGA, ONTARIO L5N 2K7  
 PHONE 905-821-8329 • TOLL-FREE 1-800-565-8329 • FAX 905-821-7144 • WWW.UFCW175.COM

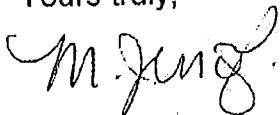
UNITED FOOD & COMMERCIAL WORKERS ONTARIO LOCALS 175 & 633 OFFICES  
 MISSISSAUGA • OTTAWA • KITCHENER • HAMILTON • THUNDER BAY • TRAINING & EDUCATION CENTRE

Daniel R. Weisz, CA-CIRP, CIRP  
Page 2  
September 30, 2011

As such, the Receiver and/or the Employer must not directly negotiate with its employees who are members of the above-noted bargaining unit. Further, we advise that the Receiver comply with all necessary statutes and legislation including but not limited to the *Labour Relations Act* ("LRA" or the "Act") and the *Employment Standards Act*. Repeated requests of our members to sign the letter can be a violation of the LRA, in particular s. 70, 72, 73 and 86 of the Act.

Should the Receiver wish to discuss this matter or any other matter relating to our members employment with Rose of Sharon we ask that you contact the Union directly.

Yours truly,



per Natalie L. Wiley  
Legal Counsel

Encl.

cc: Shawn Haggerty, President UFCW Local 175 - Via Interoffice Mail  
Ray Bromley, Executive Assistant to the President - Via Interoffice Mail  
Richard Wauhkonen, Organizing Coordinator - Via Interoffice Mail  
Amy Tran, Organizing Representative - Via Interoffice Mail  
Margaret Jessop, Executive Administrative Assistant - Via Interoffice Mail  
Clifton Prophet, Gowlings - Via Facsimile 416-601-6690

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

United Food and Commercial Workers International  
Union, Local 175,

**Applicant,**

- and -

Rose of Sharon (Ontario) Community c.o.b. as Rose  
of Sharon Korean Long-Term Care Home,

**Responding Party.**

**Certificate**

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOETH CERTIFY United Food and Commercial Workers International Union, Local 175 as the bargaining agent of all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011.

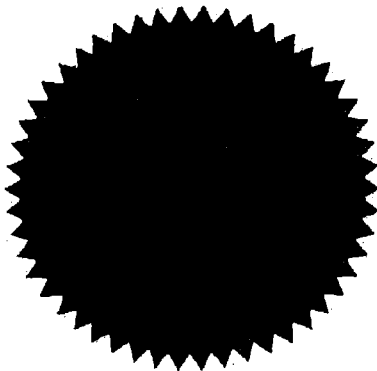
This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

**DATED** at Toronto this 22nd day of September, 2011.

ONTARIO LABOUR RELATIONS BOARD



Peter Gallus  
Registrar (Acting)



# TAB 5



## THE LABOUR RELATIONS ACT

## REQUEST FOR APPOINTMENT OF CONCILIATION OFFICER

BETWEEN:

Employer: Rose of Sharon (Ontario) Community c.o.b.  
Rose of Sharon Korean Long-term Care Home

-and-

Trade Union: UNITED FOOD AND COMMERCIAL WORKERS CANADA,  
LOCAL 175

\*Strike out  
inapplicable  
word.

\* The Employer/Trade Union requests that the Minister of Labour appoint a conciliation officer to confer with the parties in an endeavour to effect a collective agreement, and states as follows:

1. (a) employer's address, telephone number, and FAX number:

17 Maplewood Ave  
Toronto, ON  
M6C 4B3  
Telephone #: (416) 979-7027  
Fax: (416) 979-7088

- (b) description of employer's business: Long Term Care Facility

- (c) description of bargaining unit and NUMBER OF EMPLOYEES: 50

"All employees of Rose of Sharon (Ontario) community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the city of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit of which any trade union held bargaining unit rights as of August 31, 2011

## FOR CONSTRUCTION INDUSTRY ONLY

- i) Specify sector: I.C.I., non I.C.I., Residential, etc.:

- (ii) Specific nature of work performed by employees in the above noted sector:

- (d) name, address, telephone number and FAX number of solicitor or agent of employer, if any, who has participated in negotiations:

- (e) trade union's address, telephone number and FAX number:

2200 Argentia Road  
Mississauga, Ontario  
L5N 2K7

Telephone: 905-821-8329  
Facsimile: 905- 821-7144

- (f) name, address, telephone number and FAX number of solicitor or agent of trade union, if any, who has participated in negotiations:

Mona Bailey, Union Representative  
2200 Argentia Road  
Mississauga, Ontario  
L5N 2K7

Telephone: 905-821-8329  
Facsimile: 905- 821-7144

2. (Check the appropriate box)

- ☒ First agreement; certification granted on 22<sup>nd</sup> day of September, 2011.  
Copy of certificate is attached.
- ☐ Bargaining under voluntary recognition:  
Copy of Recognition Agreement is Attached.
- ☐ Renewal of agreement expiring on \_\_\_\_\_ day of \_\_\_\_\_  
Copy of Agreement is Attached.
- ☐ Notice to bargain given to successor employer; and (check one)
- ☐ no collective agreement in effect
- ☐ renewal of collective agreement with expiry date of \_\_\_\_ day of \_\_\_\_\_ 200  
(Copy of Agreement is attached).

\*Strike out  
inapplicable  
word

3. Written notice to bargain was given by employer/trade union on: (list dates)

October 3, 2011

4. Written notice to bargain has not been given, but the parties met and bargained on: (list dates)

5. Any other pertinent information:

6. Is the employer governed by subsection 3(3) of the Hospital Labour Disputes Arbitration Act (i.e. regarding Developmental Services Act funding)?

Yes



No



Unknown



#### Certificate of Service

I certify that a completed copy of this request has been sent by registered mail to all parties involved as follows on the 3<sup>rd</sup> day of October, 2011

**Ms. Min-wa (Helen) Jung, Administrator**

(Insert names & addresses of all parties to whom it was sent)

17 Maplewood Avenue, Toronto, ON, M6C 4B3

Dated at Mississauga, Ontario, this 3<sup>rd</sup> day of October, 2011

**Mona Bailey**

Name of party making request

Telephone: 905-821-8329

Union Representative

Title

Mona Bailey  
Signature

(1) One completed copy of the request accompanied by completed certificates of service must be filed with:

The Deputy Minister Labour Management Services  
for the attention of Ms. R. Kurhashi  
400 University Avenue, 11th Floor  
Toronto, Ontario, M7A 1T7  
Telephone number: (416) 326-7359  
Fax: (416) 326-7367

- (2) If one or more employers or trade unions are involved in the request the names and addresses of all must be listed and the form amended accordingly.
- (3) If a council of trade unions or an employers' organization is involved, the names and addresses of the unions and of their official representatives and a copy of the list of employers as submitted by the employers' organization at the start of negotiations, giving names and addresses of the individual employers, must be given and the list must be appended to this form.
- (4) A request for the appointment of a conciliation officer shall be processed after an interval of five (5) calendar days from date shown in the certificate of service, provided no valid objection is received.
- (5) Section 16 of the Act requires that the Minister appoint a conciliation officer on the request of either party where notice to bargain has been given. There is no requirement that the parties exhaust the negotiation process prior to requesting a conciliation appointment.

**Ministry of Labour**

Dispute Resolution Services  
Mediation Services

400 University Avenue, 8<sup>th</sup> Floor  
Toronto ON M7A 1T7  
Tel.: 416 326-7358  
Fax: 416 326-7367

**Ministère du Travail**

Services de règlement des différends  
Services de Médiation

400, avenue University, 8<sup>e</sup> étage  
Toronto ON M7A 1T7  
Tél.: 416 326-7358  
Télec.: 416 326-7367



**File No. 11-1379**

October 12, 2011

Ms. Mona Bailey  
Union Representative  
U.F.C.W. Canada, Local 175  
2200 Argentia Road  
Mississauga, Ontario  
L5N 2K7

RE: The Labour Relations Act, 1995; and ROSE OF SHARON (ONTARIO) COMMUNITY C.O.B. AS ROSE OF SHARON KOREAN LONG-TERM CARE HOME; and United Food and Commercial Workers International Union, Local 175 (Employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011)

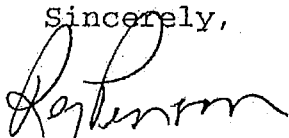
Conciliation Officer: Anna Hoad (416) 346-6609 (cell)

Dear Ms. Bailey:

This is to advise you that the above-named has been appointed as Conciliation Officer to confer with the parties and to endeavour to effect a collective agreement between them.

You will be hearing from the Conciliation Officer in this regard in the near future.

Sincerely,

  
Reg Pearson  
Director

sj

# TAB 6



UNITED FOOD &amp; COMMERCIAL WORKERS CANADA LOCALS 175 &amp; 633

SHAWN HAGGERTY  
*President*TERESA MAGEE  
*Secretary-Treasurer*BETTY PARDY  
*Recorder*

November 8, 2011

Via Registered Mail

COPY

Daniel R. Weisz, Partner  
Reorganization Services  
Deloitte & Touche LLP  
181 Bay Street  
Brookfield Place, Suite 1400  
Toronto, ON  
M5J 2V1

Dear Mr. Weisz:

**RE: ROSE OF SHARON NURSING HOME**

Please be advised that Local 175 hereby gives notice of its intent to open negotiations for the purpose of amendments and modifications to the current Collective Agreement.

I would appreciate if you would contact Mona Bailey, Union Representative, as to suitable dates to commence negotiations.

Yours truly,

*Kelly Tosato*

Kelly Tosato  
Region 2, Director

~~cc: Mona Bailey~~

KT/hm  
CEP 571-0

# TAB 7



ROSE OF SHARON  
Nursing Home

MEMO 2015-01- Feb 18/2015

To: All Staff


Re: Notice of Salary Review

---

It is pleasure to inform that a salary review has been conducted to  
make it more competitive with other homes in industry wide levels  
and the new rates will be effective next pay.

If you have any questions, please contact Administrator or Office  
Manager individually.

We are always thank you for your contribution for Rose of Sharon.



Helen Jung  
Administrator/DOC

# TAB 8



**Rozana Singh**

---

**From:** Jesse Kugler  
**Sent:** Thursday, August 11, 2016 9:17 PM  
**To:** 'Clifton.Prophet@gowlingwlg.com'  
**Cc:** 'Derik.McArthur@ufcw175.com'; Rozana Singh  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Hello Clifton,

Can I have a response and update by August 19<sup>th</sup>?

Jesse B. Kugler  
**CaleyWray**  
 Labour/Employment Lawyers  
 1600 - 65 Queen Street West  
 Toronto ON M5H 2M5

Tel: 416-775-4677  
 Fax: 416-366-3293  
 Mobile: 416-458-7729  
 Email: [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)



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**From:** [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)  
**Sent:** Thursday, June 02, 2016 10:32 AM  
**To:** [Clifton.Prophet@gowlingwlg.com](mailto:Clifton.Prophet@gowlingwlg.com); [Haddon.Murray@gowlingwlg.com](mailto:Haddon.Murray@gowlingwlg.com)  
**Cc:** [Derik.McArthur@ufcw175.com](mailto:Derik.McArthur@ufcw175.com); Rozana Singh  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Thank you. We look forward to your update shortly.

Jesse B. Kugler  
**CaleyWray**  
 Labour/Employment Lawyers  
 1600 - 65 Queen Street West  
 Toronto ON M5H 2M5

Tel: 416-775-4677  
 Fax: 416-366-3293  
 Mobile: 416-458-7729

Email: [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)

61



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---

**From:** Prophet, Clifton [<mailto:Clifton.Prophet@gowlingwlg.com>]  
**Sent:** Thursday, June 02, 2016 9:49 AM  
**To:** Jesse Kugler; Murray, Haddon  
**Cc:** 'Derik.McArthur@ufcw175.com'; Rozana Singh  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Jesse;

Haddon has left our firm. I can give you a basic update shortly.

Regards,

Cliff

Clifton Prophet  
Partner  
T +1 416 862 3509  
F +1 416 862 7661

---

**From:** Jesse Kugler [<mailto:kuglerj@caleywrap.com>]  
**Sent:** Thursday, June 02, 2016 9:33 AM  
**To:** Murray, Haddon; Prophet, Clifton  
**Cc:** 'Derik.McArthur@ufcw175.com'; Rozana Singh  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Hello Haddon,

Is there any further information you can provide to the Union since your last email in March?

Jesse B. Kugler  
**CaleyWray**  
Labour/Employment Lawyers  
1600 - 65 Queen Street West  
Toronto ON M5H 2M5

Tel: 416-775-4677  
Fax: 416-366-3293  
Mobile: 416-458-7729  
Email: [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)



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**From:** [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)  
**Sent:** Thursday, March 03, 2016 3:48 PM  
**To:** [Haddon.Murray@gowlingwlg.com](mailto:Haddon.Murray@gowlingwlg.com); [Clifton.Prophet@gowlingwlg.com](mailto:Clifton.Prophet@gowlingwlg.com)  
**Cc:** [Derik.McArthur@ufcw175.com](mailto:Derik.McArthur@ufcw175.com); Rozana Singh  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Thank you Haddon.

We will be in contact in a month or two to follow up.

Jesse B. Kugler  
**CaleyWray**  
 Labour/Employment Lawyers  
 1600 - 65 Queen Street West  
 Toronto ON M5H 2M5

Tel: 416-775-4677  
 Fax: 416-366-3293  
 Mobile: 416-458-7729  
 Email: [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)



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**From:** Murray, Haddon [<mailto:Haddon.Murray@gowlingwlg.com>]  
**Sent:** Tuesday, March 01, 2016 10:45 AM  
**To:** Jesse Kugler; Prophet, Clifton  
**Cc:** Derik McArthur ([Derik.McArthur@ufcw175.com](mailto:Derik.McArthur@ufcw175.com))  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Jesse,

The condo application was submitted mid-December. In early February, the City acknowledged receipt and that they are reviewing the application. We have recently received the first of the comments from the agencies and departments which were circulated the application. None of the comments cause serious concern and there is no indication of opposition to the application.

We will get more comments over the next several months.

We expect it will probably be another one to two months before we receive either approval, or word that there is an issue with our application (the Planning Act provides the municipality with 6 months to respond before we are entitled to appeal, so that is the outside range). We intend to market and sell the condo units and the the nursing home coincident with the approval of the condo application.

If you have any further questions, please let me know.

Regards,

Haddon

Haddon Murray  
Associate  
T +1 416 862 3604

---

**From:** Jesse Kugler [<mailto:kuglerj@caleywrap.com>]  
**Sent:** Tuesday, February 09, 2016 12:08 PM  
**To:** Prophet, Clifton  
**Cc:** Murray, Haddon; Derik McArthur ([Derik.McArthur@ufcw175.com](mailto:Derik.McArthur@ufcw175.com))  
**Subject:** RE: Rose of Sharon (Ontario) Retirement Community

Clifton,

Can you provide me with an update on the status of these proceedings? Specifically, when do you anticipate launching the sales and marketing process, if not already?

Jesse

Jesse B. Kugler  
**CaleyWray**  
Labour/Employment Lawyers  
1600 - 65 Queen Street West  
Toronto ON M5H 2M5

Tel: 416-775-4677  
Fax: 416-366-3293  
Mobile: 416-458-7729  
Email: [kuglerj@caleywrap.com](mailto:kuglerj@caleywrap.com)



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**From:** Prophet, Clifton [mailto:Clifton.Prophet@Gowlings.com]  
**Sent:** Friday, November 27, 2015 4:57 PM  
**To:** Jesse Kugler  
**Cc:** Murray, Haddon  
**Subject:** Rose of Sharon (Ontario) Retirement Community

Please find attached correspondence and attachments from Mr. Prophet for your attention.

Thank you.

Alma Cano  
 Legal Assistant to  
 Clifton Prophet and Haddon Murray  
 Financial Services Department  
 T 416 862 4340 | F 416 862 7661 | [alma.cano@gowlings.com](mailto:alma.cano@gowlings.com)



Gowling Lafleur Henderson LLP | Lawyers • Patent and Trademark Agents  
 1 First Canadian Pl. | 100 King St W., Suite 1600 | Toronto, Ontario M5X 1G5 | Canada  
 M 416 862 7525

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# CaleyWray

**LABOUR/EMPLOYMENT LAWYERS**

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler**  
Direct Line: 416-775-4677  
Toll Free: 1-866-691-3763  
Fax: 416-366-3293  
Email: kuglerj@caleywrap.com

File No. 34492

November 20, 2015

**FAXED**

Clifton Prophet  
Gowling Lafleur Henderson LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

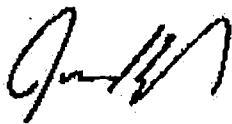
Dear Mr. Prophet:

**RE: ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY - COURT FILE NO.  
CV-11-9399-OOCL**

---

May we please have the courtesy of a response to our correspondence dated August 28 and October 20, 2015 (copies enclosed)?

Yours truly,  
**CaleyWray**



Jesse Kugler  
JK/rs  
Enclosure

c. D. McArthur

# CaleyWray

## LABOUR/EMPLOYMENT LAWYERS

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler**  
Direct Line: 416-775-4677  
Toll Free: 1-866-691-3763  
Fax: 416-366-3293  
Email: kuglerj@caleywrap.com

File No. 34492

August 28, 2015

**WITHOUT PREJUDICE**

**FAXED**

Clifton Prophet  
Gowling Lafleur Henderson LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

Dear Mr. Prophet:

**RE: ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY - COURT FILE NO.  
CV-11-9399-OOCL**

We are writing to you in respect of the above-noted matter.

As you know, we act for the United Food and Commercial Workers, Local 175 (the "Union"). On September 22, 2011, the Ontario Labour Relations Board certified the Union as the exclusive bargaining agent of the following unit of employees:

All employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining rights as of August 31, 2011.

Further to our meeting on August 18, 2015, we requested the production of documents related to employees employed in the bargaining unit. The Union made this request in its capacity as exclusive bargaining agent of the subject employees and in accordance with its rights and obligations under the *Labour Relations Act, 1995*.

At the meeting, the Union further undertook to make the request in writing. In accordance with the Union's undertaking, the Union hereby requests that your client produce the following documents:

COPY

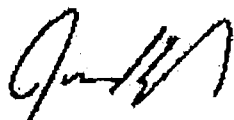
Clifton Prophet  
August 28, 2015  
Page 2 of 2

1. Full contact information for each employee in the Union's bargaining unit, including names, addresses, phone numbers, email addresses and any other contact information;
2. A list of employees in the bargaining unit identifying their dates of hire; their classification and their current wage rate/salary;
3. Copies of all employment contracts applicable to employees in the bargaining unit;
4. All policies and procedures applicable to employees in the bargaining unit; and
5. Copies of all benefit plans applicable to employees in the bargaining unit.

Not only is the Union entitled to this information by operation of the *Labour Relations Act, 1995*, but it would seem that if the insolvency proceedings proceed as planned and the Long Term Care facility is marketed and sold, any such sale would likely be contingent upon concluding a collective agreement with the Union. In the circumstances, it would be prudent to provide the Union with the information requested above as soon as possible so that the Union is well positioned to bargain expeditiously with a prospective purchaser of the facility when the time comes.

We look forward to receiving the information requested.

Yours truly,  
**CaleyWray**



Jesse Kugler  
JK/rs

c. D. McArthur

COPY



# CaleyWray

**LABOUR/EMPLOYMENT LAWYERS**

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler**  
Direct Line: 416-775-4677  
Toll Free: 1-866-691-3763  
Fax: 416-366-3293  
Email: kuglerj@caleywrap.com

File No. 34492

October 20, 2015

**FAXED**

Clifton Prophet  
Gowling Lafleur Henderson LLP  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

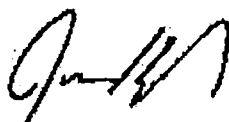
Dear Mr. Prophet:

**RE: ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY - COURT FILE NO.  
CV-11-9399-OOCL**

---

May we please have a response to our correspondence of August 28, 2015 (copy enclosed)?

Yours truly,  
**CaleyWray**



Jesse Kugler  
JK/rs  
Enclosure

c. D. McArthur

COPY

\*\*\*\*\*  
\*\*\* TX Report \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

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# CaleyWray

**LABOUR/EMPLOYMENT LAWYERS**

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler**  
Direct Line: 416-775-4677  
Fax: 416-366-3293  
Toll Free: 1-866-691-3763  
Email: kuglerj@caleywrap.com

## FACSIMILE TRANSMITTAL

<b>TO:</b>	Clifton Prophet	<b>FAX:</b>	416-862-7661
<b>FROM:</b>	Jesse Kugler	<b>DATE:</b>	November 20, 2015
<b>FILE NO:</b>	34492	<b>PAGES:</b>	5
<b>RE:</b>	Rose of Sharon (Ontario) Retirement Community – Court File No. CV-11-9399-OOCL		

**COMMENTS:**

Please see the enclosed correspondence from Jesse Kugler.

**Rozana Singh**

---

**From:** Rozana Singh  
**Sent:** Friday, November 20, 2015 11:20 AM  
**To:** Derik McArthur  
**Cc:** Jesse Kugler  
**Subject:** Rose of Sharon (Ontario) Retirement Community- Court File No. CV-11-9399-OOCL  
**Attachments:** Rose of Sharon (Ontario) Retirement Community - Court File No. CV-11-9399-OOCL

Good Morning,

Please see the enclosed correspondence from Jesse Kugler.

Thank you,

Rozana Singh  
Assistant to Jesse Kugler and Kathryn Carpentier  
**CaleyWray**  
Labour/Employment Lawyers  
1600 - 65 Queen Street West  
Toronto ON M5H 2M5

Tel: 416-366-3763, ext. 250  
Fax: 416-366-3293  
E-mail: [singhr@caleywrap.com](mailto:singhr@caleywrap.com)

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# CaleyWray

## LABOUR/EMPLOYMENT LAWYERS

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler**  
Direct Line: 416-775-4677  
Toll Free: 1-866-691-3763  
Fax: 416-366-3293  
Email: kuglerj@caleywrap.com

File No. 34492

March 9, 2015

### **FAXED**

Eric Golden  
Blaney McMurtry  
2 Queen Street East, Suite 1500  
Toronto, ON M5C 3G5

Dear Eric Golden:

**RE: ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY - COURT FILE NO.  
CV-11-9399-00CL**

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We have been retained by the United Food and Commercial Workers Canada, Local 175 (the "Union") with respect to the above-noted matter. We are writing to you in your capacity as counsel to Deloitte Restructuring Inc. ("Deloitte"), the Court appointed Receiver and Manager of Rose of Sharon (Ontario) Retirement Community ("Rose").

As you may be aware, the Union was issued a certificate by the Ontario Labour Relations Board (the "OLRB") on September 22, 2011 through which it was granted bargaining rights in respect of, *inter alia*, service employees employed by Rose in the nursing home (copy of the OLRB decision is enclosed). Shortly thereafter, on September 27, 2011, Deloitte was appointed Receiver and Manager of Rose. On November 8, 2011, the Union wrote to Deloitte in its capacity as Receiver and Manager of Rose giving notice to bargain within the meaning of section 16 of the *Labour Relations Act, 1995* (the "*Act*") (copy enclosed). To date, Deloitte continues to operate nursing home and the nursing home continues to employ employees within the Union's bargaining unit. Deloitte has not, however, agreed to bargain collectively with the Union in accordance with the *Act*.

March 9, 2015  
Page 2 of 2

We are writing to reiterate the Union's request to commence collective bargaining forthwith in accordance with the *Act*. We request that you respond to this letter by no later than March 11, 2015 failing which the Union will take such action as may be appropriate in the circumstances.

Yours truly,  
**CaleyWray**

A handwritten signature in black ink, appearing to read 'Jesse Kugler', with a stylized flourish at the end.

Jesse Kugler  
JK/cr  
Enclosure

c. D. McArthur

*Case Name:*

**Rose of Sharon (Ontario) Community (c.o.b. Rose of Sharon  
Korean Long-Term Care Home)**

**United Food and Commercial Workers International Union, Local  
175, Applicant v. Rose of Sharon (Ontario) Community c.o.b. as  
Rose of Sharon Korean Long-Term Care Home, Responding Party**

[2011] O.L.R.D. No. 3487

No. 1827-11-R

Ontario Labour Relations Board

**BEFORE: Brian McLean, Vice-Chair; J.A. Rundle, Board Member;  
D.A. Patterson, Board Member**

Decision: September 22, 2011.

(9 paras.)

---

**DECISION OF THE BOARD**

- 1 This is an application for certification filed under the *Labour Relations Act, 1995*, S.O. 1995, c.1, as amended (the "Act").
- 2 The style of cause is hereby amended to reflect the correct name of the responding party:  
"Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home."
- 3 No statement of desire to make representations concerning an outstanding issue in dispute has been filed with the Board within the time fixed under Rule 11.3 of the Board's Rules of Procedure following the taking of the representation vote pursuant to the Board's direction of September 6, 2011.
- 4 Having regard to the agreement of the parties, the Board further finds that the following constitutes a unit of employees of the responding party appropriate for collective bargaining:  
  
all employees of Rose of Sharon (Ontario) Community c.o.b. as Rose of Sharon Korean Long-Term Care Home in the City of Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor, Office and Clerical Staff, Sales Representatives, Director of Care, RAI Coordinator, 1 Nurse in Charge and employees in the bargaining unit for which any trade union held bargaining unit rights as of August 31, 2011.
- 5 On the taking of the representation vote directed by the Board, more than fifty per cent of the ballots cast by employees in the bargaining unit were cast in favour of the applicant.

6 A certificate will issue to the applicant.

7 The Registrar will destroy the ballots cast in the representation vote taken in this matter following the expiration of 30 days from the date of this decision unless a statement requesting that the ballots should not be destroyed is received by the Board from one of the parties before then.

8 Meeting and hearing dates set previously are hereby cancelled.

9 The responding party is directed to post copies of this decision immediately, adjacent to all copies of the "Notice of Vote and of Hearing" posted previously. These copies must remain posted until the date that had been set for the hearing.

"Brian McLean"  
for the Board

cp/e/qlqs



UNITED FOOD &amp; COMMERCIAL WORKERS CANADA LOCALS 175 &amp; 633

SHAWN HAGGERTY  
PresidentTERESA MAGEE  
Secretary-TreasurerBETTY PARDY  
Recorder

November 8, 2011

Via Registered Mail

COPY

Daniel R. Weisz, Partner  
Reorganization Services  
Deloitte & Touche LLP  
181 Bay Street  
Brookfield Place, Suite 1400  
Toronto, ON  
M5J 2V1

Dear Mr. Weisz:

**RE: ROSE OF SHARON NURSING HOME**

Please be advised that Local 175 hereby gives notice of its intent to open negotiations for the purpose of amendments and modifications to the current Collective Agreement.

I would appreciate if you would contact Mona Bailey, Union Representative, as to suitable dates to commence negotiations.

Yours truly,

*Kelly Tosato*

Kelly Tosato  
Region 2, Director

cc: ~~Mona Bailey~~

KT/hm  
CEP. 571-0



ly Romano

---

**From:** RightFax E-mail Gateway <Idealogical@caleywrap.com>  
**Posted At:** Monday, March 09, 2015 1:52 PM  
**Conversation:** Your fax has been successfully sent to Eric Golden at 416.593.5437.  
**Posted To:** Inbox  
  
**Subject:** Your fax has been successfully sent to Eric Golden at 416.593.5437.

Your fax has been successfully sent to Eric Golden at 416.593.5437.

-----  
Account: 34492  
-----

09/03/2015 1:50:02 PM Transmission Record  
Sent to „4165935437 with remote ID "4165935437"  
Result: (0/339;0/0) Successful Send  
Page record: 1 - 6  
Elapsed time: 01:28 on channel 2

**Carly Romano**

---

**From:** Carly Romano  
**Sent:** Monday, March 09, 2015 1:51 PM  
**To:** derik.mcarthur@ufcw175.com  
**Subject:** Rose of Sharon - Crt no. CV-11-9399-00CL  
**Attachments:** 150309 UFCW 175 v. Rose of Sharon - CV-11-9399-00CL ltr to Golden.pdf

Good afternoon,

Please find enclosed correspondence from Jesse Kugler.

**Carly Romano**

Assistant to Jesse Kugler and Kathryn Carpentier

**CaleyWray**

Labour/Employment Lawyers  
1600-65 Queen Street West  
Toronto, ON M5H 2M5

Tel: 416-366-3763, ext. 250

Fax: 416-366-3293

E-mail: [romanoc@caleywrap.com](mailto:romanoc@caleywrap.com)

**CaleyWray is celebrating 40 years of providing quality service to our clients.**

**CONFIDENTIALITY NOTE:**

The information in this e-mail message is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, reproduction or alteration of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us by return e-mail and delete the original message. Thank you.

# TAB 9

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[COMMERCIAL LIST]**

THE HONOURABLE

)

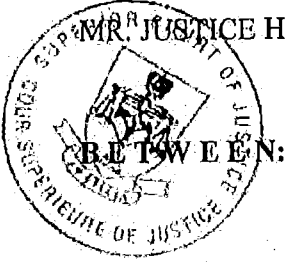
TUESDAY, THE 21<sup>ST</sup> DAY

)

MR. JUSTICE HAINEY

)

OF FEBRUARY, 2017



**PEOPLES TRUST COMPANY**

Applicant

- and -

**ROSE OF SHARON (ONTARIO) RETIREMENT COMMUNITY**

Respondent

---

**APPLICATION UNDER 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c B-3, as amended, and section 101 of the *Courts of Justice Act*, as amended**

---

**ORDER**

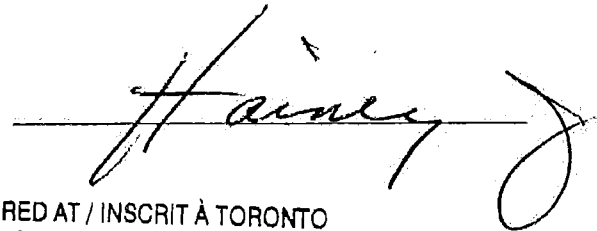
**THIS MOTION** made by the United Food and Commercial Workers International Union, Local 175 (the "UFCW") seeks an order lifting the stay of proceedings that currently operates pursuant to the Appointment Order dated September 27, 2011 of The Honourable Campbell J. appointing Deloitte and Touche Inc., now Deloitte Restructuring Inc., the receiver (the "Receiver") of Rose of Sharon (Ontario) Retirement Community cob Rose of Sharon Korean

Long Term Care, and seeks leave to proceed with a successor employer application before the Ontario Labour Relations Board (the "OLRB");

**ON READING** the UFCW's motion record dated February 9, 2017, the Affidavit of Mona Bailey sworn February 9, 2017, the Affidavit of Eunkuyung Yim sworn February 8, 2017, and upon hearing the submissions of counsel for the UFCW, and on the consent of the Receiver;

1. **THIS COURT ORDERS THAT** service of the UFCW's Notice of Motion and Motion Record is hereby validated, and any further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS THAT** the stay of proceedings is lifted with respect to the UFCW for the purpose of initiating an application for a related and/or successor employer against the Receiver at the OLRB.
3. **THIS COURT ORDERS THAT** the UFCW is hereby authorized to commence an application before the OLRB against the Receiver for a sale of business and/or related employer under sections 1(4) and 69 of the *Labour Relations Act, 1995*.
4. **THIS COURT ORDERS THAT** no costs are payable on the motion.

Date: February 21, 2017



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

FEB 21 2017

PER / PAR: 

**PEOPLES TRUST COMPANY**

Applicant

-and-

**ROSE OF SHARON (ONTARIO) RETIREMENT  
COMMUNITY**

Respondent

Court File No. CV-11-9399-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
TORONTO**

**ORDER**

**Caley Wray**

Labour/Employment Lawyers  
1600 – 65 Queen Street West  
Toronto ON M5H 2M5

**Jesse Kugler** (L.S.U.C. #55269V)

Tel.: 416-775-4677  
Fax: 416-366-3293

**Robert Church** (L.S.U.C. #60395H)

Tel: 416-775-4682  
Fax: 416-366-3293

Lawyers for the Moving Party, United Food and Commercial  
Workers International Union, Local 175

Feb. 21, 2017

PEOPLES TRUST COMPANY  
Applicant

-and- ROSE OF SHARON (ONTARIO) RETIREMENT  
COMMUNITY  
Respondent

Court File No. CV-11-9399-00CL

February 21, 2017 ONTARIO  
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT  
TORONTO

RECORD OF THE UNITED FOOD &  
COMMERCIAL WORKERS INTERNATIONAL  
UNION, LOCAL 175

*Plaintiff presented on the  
Terms of the other side's  
order.*

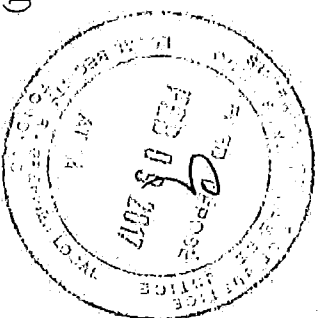
*Justice*

Caley Wray  
Labour/Employment Lawyers  
1600 - 65 Queen Street West  
Toronto ON M5H 2M5

Jesse Kugler (L.S.U.C. #55269V)  
Tel.: 416-775-4677  
Fax: 416-366-3293

Robert Church (L.S.U.C. #60395H)  
Tel: 416-775-4682  
Fax: 416-366-3293

Lawyer for the Moving Party, United Food and Commercial  
Workers International Union, Local 175



**File No.** \_\_\_\_\_

LABOUR RELATIONS ACT, 1995

**RESPONSE TO APPLICATION UNDER SECTION 69  
AND/OR SUBSECTION 1(4) OF THE ACT  
(SALE OF BUSINESS AND/OR RELATED EMPLOYER)**

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

**Between:**

**Applicant,**

- and -

**Responding Parties.**

☐ **The responding party states in response to the application:**

**OR**

☐ \_\_\_\_\_ **intervenes**  
**(Name of Intervenor)**

**in this proceeding and states in response to the application:**

1. (a) Correct name of the responding party/intervenor:
  
  
  
  
  
  
  
  
  
  
- (b) Address, telephone number, facsimile number and e-mail address  
of the responding party/ intervenor:



**Form A-25**

- (c) Name, address, telephone number, facsimile number and e-mail address of a contact person for the responding party/intervenor:
- (d) E-mail address of representative and assistant (if any):
- |  |                   |
|--|-------------------|
| <input type="checkbox"/> <b>Counsel:</b>   | <b>Assistant:</b> |
| <input type="checkbox"/> <b>Paralegal:</b> | <b>Assistant:</b> |
| <input type="checkbox"/> <b>other:</b>     | <b>Assistant:</b> |
2. (a) Name, address, telephone number, facsimile number and e-mail address of any other person, trade union, employer or employers' organization that may be affected by the application and who has not already been identified by another party:
- (b) The person, trade union, employer or employers' organization named in paragraph 2(a) is affected by the application for the following reason(s):

**[You must deliver to the person(s) named in paragraph 2(a): a copy of the application, a copy of the Notice to Responding Party and/or Affected Party of Application under Section 69 and/or Subsection 1(4) of the Act, a completed copy of your response, and a blank response form. You must also complete the attached Certificate of Delivery.]**

3. The following statements in the application are agreed to:

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**Form A-25**

4. The following statements in the application are not agreed to:

---

---

5. In support of its response, the responding party/intervenor relies on the following material facts:

---

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(Include **all** of the material facts on which you rely including the circumstances, what happened, where and when it happened, and the names of any persons said to have acted improperly. Please note that you will not be allowed to present evidence or make any representations about any material fact that was not set out in the response and filed promptly in the way required by the Board's Rules of Procedure, except with the permission of the Board.)

6. In respect of the order(s) requested by the applicant, the responding party/intervenor states:

---

---

(Describe your position with respect to the order(s) requested by the applicant.)

7. **[Complete this section only if you are intervening in this case.]**

The intervenor claims to be affected by the application for the following reasons:

---

---

**Form A-25**

8. Other relevant statements:

**DATED** \_\_\_\_\_.

---

**Signature for the Responding  
Party/Intervenor**

Form A-25

**CERTIFICATE OF DELIVERY**

1. I certify that a completed copy of the response was delivered to [ ] the applicant, [ ] the responding party or parties, and/or [ ] any affected party named in paragraph 2 of the application or in a response filed by another party, as follows:

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
which documents were delivered

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
which documents were delivered

2. **[Complete this section only if you named an affected party in paragraph 2 of your response that was not named in paragraph 2 of the application or a response filed by another party.]**

I certify that the following documents were delivered to the affected party named in paragraph 2 of this response, as follows:

- a copy of the application;
- a copy of the Notice to Responding Party and/or Affected Party of Application Under Section 69 and/or Subsection 1(4) of the Act (Form C-9);
- a completed copy of the response; and
- a blank copy of a Response to Application Under Section 69 and/or Subsection 1(4) of the Act (Form A-25).

\_\_\_\_\_  
Name of Organization and name  
and title of person to whom  
documents were delivered

\_\_\_\_\_  
Address or facsimile number to  
which documents were delivered

**Form A-25**

**[Complete either section 3 or section 4 or section 5 below.]**

3. The documents were delivered by [ ] facsimile transmission or [ ]  
hand delivery on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
(Date)

4. The documents were sent by [ ] regular mail on \_\_\_\_\_  
at \_\_\_\_\_ a.m./p.m. (Date)

5. The documents were given to \_\_\_\_\_  
(Name of Courier)  
on \_\_\_\_\_, and I was advised that they would be  
(Date)  
delivered not later than \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.  
(Date)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## IMPORTANT NOTES

### **FRENCH OR ENGLISH**

Si vous communiquez avec la Commission, vous avez le droit de recevoir des services en français et en anglais. Vous pouvez consulter les règles de la Commission, les formulaires et les bulletins d'information sur le site Web de la Commission au [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca) ou composer le 416-326-7500 ou (sans frais) le 1 877 339-3335 pour de plus amples renseignements. Veuillez prendre note que la Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate with, and receive available services from, the Board in either English or French. You can access the Board's Rules, Forms and Information Bulletins from its website at [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca) or by calling 416-326-7500. Please note that the Board does not provide translation services in languages other than English or French.

### **CHANGE OF ADDRESS**

Please notify the Board immediately of any change in your address, phone or fax numbers, or your e-mail address. If you fail to notify the Board of any changes, correspondence sent to your last known address may be deemed to be reasonable notice to you and the application may proceed in your absence.

### **EMAIL**

If you have provided an e-mail address with your contact information, the Board will in all likelihood communicate with you by e-mail from a generic outgoing address. Please be advised that the Board is not yet equipped to receive communications from you by e-mail.

### **OLRB RULES OF PROCEDURE**

The Board's Rules of Procedure describe how an application, response or intervention must be filed, what information must be provided and the time limits that apply. You can obtain a copy of the Rules from the Board's office at 505 University Avenue, 2<sup>nd</sup> Floor, Toronto, Ontario, M5G 2P1 (Tel: 416-326-7500) or from the Board's website.

### **ACCESSIBILITY and ACCOMMODATION**

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, the Board makes every effort to ensure that its services are provided in a manner that respects the dignity and independence of persons with disabilities. Please tell the Board if you require any accommodation to meet your individual needs.

### **FREEDOM OF INFORMATION and PROTECTION OF PRIVACY**

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of this application. In

## Form A-25

addition, information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 F.31 governs the collection, use and disclosure of this information.

Any information that you provide to the Board that is relevant to this application must in the normal course be provided to the other parties to the proceeding.

### ***HEARINGS and DECISIONS***

Board hearings are open to the public unless the panel decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library, and over the internet at [www.canlii.org](http://www.canlii.org), a free legal information data base. Some summaries and decisions may be found on the Board's website under *Highlights* and *Recent Decisions of Interest*.

## ONTARIO LABOUR RELATIONS BOARD

Labour Relations Act, 1995

**CONFIRMATION OF POSTING**

**Instructions:** Each Employer or Employer's Representative and Union or Union Representative must fill out this form after posting, or verifying the posting, of applicable documents and send it to the Registrar of the Board. Although the Application and Notice to Employees must be posted immediately, the Employer may wait to complete this form to indicate posting of Application, Notice to Employees and Response, and then file this form along with its Response.

Forms indicating immediate posting of OTHER documents should be faxed to the Registrar at Fax. No. 416-326-7531 as and when the documents are posted.

**Name of Employer:**

**Name and Title of Person completing this Form on behalf of Employer:**

**Name of Union Representative completing this Form:**

I declare that the above-named Employer has posted, according to the above instructions, copies of the following documents **(if and as applicable)** at the workplace(s) or at worksite(s) where the documents are most likely to come to the attention of the employees or other individuals affected by the Application.

DOCUMENT	NUMBER OF COPIES POSTED	DATE POSTED	TIME POSTED
Application and Notice to Employees of Application			
Response			
Decision and Notice of Vote, Vote Poll(s), Vote Count, Meeting, Hearing			
Vote Office's Report			

**DATE:**

(p. 1 of 1)

**SIGNATURE:**

(February 2016)



**Form C-9**

LABOUR RELATIONS ACT, 1995

**NOTICE TO RESPONDING PARTY AND/OR  
AFFECTED PARTY OF APPLICATION UNDER SECTION 69  
AND/OR SUBSECTION 1(4) OF THE ACT  
(SALE OF BUSINESS AND/OR RELATED EMPLOYER)**

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

**Between:**

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,  
LOCAL 175

**Applicant,**

- and -

ROSE OF SHARON (ONTARIO) COMMUNITY cob as ROSE OF SHARON  
KOREAN LONG-TERM CARE HOME

- and -

DELOITTE RESTRUCTURING INC.

- and -

DELOITTE AND TOUCHE INC.

**Responding Parties.**

**TO THE RESPONDING PARTY AND/OR AFFECTED PARTY:**

1. The applicant has initiated an application with the Ontario Labour Relations Board under Section 69 and/or Subsection 1(4) of the Labour Relations Act.
2. **A copy of that application is enclosed.** Also enclosed is a blank Response to Application under Section 69 and/or Subsection 1(4) of the Act (Form A-25).
3. This Notice and other material are being sent to you because you are a Responding Party or because you have been identified in paragraph 2 of the application or response as a person who may be affected by the application. **An application under the Labour Relations Act is a**

## Form C-9

**legal proceeding and may affect your legal rights and obligations. You may wish to seek legal advice immediately.**

4. **IF YOU ARE A RESPONDING PARTY**, your response to the application must be filed in the offices of the Board, 2nd floor, 505 University Avenue, Toronto, no later than ten (10) days after the Application under Section 69 and/or Subsection 1(4) of the Act was delivered to you.

You may file your Response with the Board by any method, except facsimile transmission, e-mail or registered mail.

You must also deliver a copy of your Response to the Applicant and to the other Responding Party (and to any affected person identified in paragraph 2 of the application or paragraph 2 of your response) before you file your response with the Board. The response may be delivered by facsimile transmission, hand delivery, courier, or regular mail. You must also complete a Certificate of Delivery.

5. **IF YOU HAVE BEEN NAMED AS A PARTY WHO MAY BE AFFECTED BY THE APPLICATION**, and if you choose to participate in this case, you must file a response to the application in the offices of the Board, 2nd floor, 505 University Avenue, Toronto, no later than ten (10) days after the Application under Section 69 and/or Subsection 1(4) of the Act was delivered to you.

You may file your Response with the Board by any method, except facsimile transmission, e-mail or registered mail.

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6. Please note that periods of time referred to in this notice, in other Board forms and notices, and in the Board's Rules of Procedure do not include weekends, statutory holidays, or any other day that the Board is closed.
7. The Board's Rules of Procedure describe how a response must be filed with the Board, what information must be provided and the time limits that apply.

## Form C-9

If you do not file your response and other required documentation in the way required by the Board's rules, the Board may not process your response and documents, and may decide the application without further notice to you. Furthermore, you may be deemed to have accepted all the facts stated in the application.

Please consult the Board's Rules of Procedure before completing your response. Copies of the Board's Rules may be obtained from the Board's offices located on the 2nd floor at 505 University Avenue, Toronto, Ontario (Tel. (416) 326-7500) or downloaded from the Board's website at [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca).

8. The Board's Rules of Procedure require the Applicant to deliver the enclosed application to you before filing it with the Board.

Once the application is filed, the Board will send you a confirmation of the filing, a Board file number, and information about the appointment of a Board Officer and the hearing date (if any).

If you do not receive a confirmation of filing from the Board within seven (7) days after you receive the application, you may wish to contact the Board.

9. In the normal course, an Officer of the Labour Relations Board will contact you soon to arrange a time to meet and discuss the application with you.

**DATED** February 23, 2017.

The Registrar  
Ontario Labour Relations  
Board

**NOTE:** All communications should be addressed to:

The Registrar  
Ontario Labour Relations Board  
505 University Avenue  
2nd Floor  
Toronto, Ontario  
M5G 2P1  
Tel. (416) 326-7500

## Form C-9

### IMPORTANT NOTES

#### **FRENCH OR ENGLISH**

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## Form C-9

### ***FREEDOM OF INFORMATION and PROTECTION OF PRIVACY***

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of this application. In addition, information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 F.31 governs the collection, use and disclosure of this information.

Any information that you provide to the Board that is relevant to this application must in the normal course be provided to the other parties to the proceeding.

### ***HEARINGS and DECISIONS***

Board hearings are open to the public unless the panel decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library, and over the internet at [www.canlii.org](http://www.canlii.org), a free legal information data base. Some summaries and decisions may be found on the Board's website under *Highlights* and Recent Decisions of Interest.