

COURT FILE NUMBER 643 of 2016

COURT QUEEN'S BENCH FOR SASKATCHEWAN
 IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANTS 101133330 SASKATCHEWAN LTD. and
 101149825 SASKATCHEWAN LTD.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF 101133330 SASKATCHEWAN LTD. and 101149825 SASKATCHEWAN LTD.

FOURTEENTH SUPPLEMENTARY AFFIDAVIT OF JOHN ORR

I, JOHN ORR, of the City of Saskatoon, in the Province of Saskatchewan, businessman,
MAKE OATH AND SAY THAT:

1. I am the sole director, a shareholder, and the president of 101133330 Saskatchewan Ltd. ("**33330**") and 101149825 Saskatchewan Ltd. ("**825**") (33330 and 825 are sometimes hereafter referred to collectively as the "**Applicants**"), such that I have personal knowledge of the facts and matters hereinafter deposed, except where stated to be on information and belief and, where so stated, I believe the same to be true.

2. Unless otherwise defined, capitalized terms in this affidavit shall have the meanings given to them in:

- (a) my Affidavits sworn May 12, 2016, June 6, 2016, June 9, 2016, August 12, 2016, December 16, 2016, May 24, 2017, May 31, 2017, December 15, 2017, December 19, 2017, May 29, 2018, August 27, 2018, February 19, 2019, February 20, 2019, and April 23, 2019 (the "**Thirteenth Affidavit**"); and
- (b) the Affidavits of David Calyniuk sworn August 12, 2016, December 16, 2016, May 23, 2017, December 15, 2017, and May 29, 2018.

3. In paragraph 9 of my Thirteenth Affidavit, I indicated 33330's bookkeeper had quantified the amount owing to 33330's former employee, Mr. Merv Armstrong, as \$173.10 for unpaid vacation pay accrued during the six month period preceding the Initial Order.

4. On April 24, 2019, the Employment Standards Division of the Ministry of Labour Relations and Workplace Safety ("**Employment Standards**") advised that, according to its 2016 assessment, Mr. Armstrong's unpaid vacation pay accrued during the six month period preceding the Initial Order was \$2,077.20. Employment Standards' undated letter to the Applicants' legal counsel, which I am advised (and verily believe) was received by McDougall Gauley LLP by email on April 24, 2019, is attached as **Exhibit "A."** The letter and its enclosures have been provided to the Monitor.

5. 33330 is not a participant of any prescribed pension plan for the benefit of its employees.

6. I swear this affidavit in support of the application before this Honourable Court.

SWORN BEFORE ME at the City of)
Saskatoon, in the Province of Saskatchewan,)
this 25th day of April, 2019.)


_____)
A COMMISSIONER FOR OATHS for
Saskatchewan - Being a Solicitor.


_____)
JOHN ORR

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	McDougall Gauley LLP
Name of lawyer in charge of file:	Ian A. Sutherland / Craig Frith
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Government
of
Saskatchewan

Ministry of Labour Relations and Workplace Safety
300 - 1870 Albert Street
Regina, Canada S4P 4W1

Craig Firth
McDougall Gauley LLP Barristers + Solicitors
500-616 Main Street,
Saskatoon, SK
S7H 0J6

THIS IS EXHIBIT "A" REFERRED TO IN
THE FOURTEENTH SUPPLEMENTARY AFFIDAVIT
OF JOHN ORR SWORN BEFORE ME AT SASKATOON,
IN THE PROVINCE OF SASKATCHEWAN
THIS 24TH DAY OF APRIL, 2019.


A COMMISSIONER FOR OATHS FOR
SASKATCHEWAN - BEING A SOLICITOR.

Dear Mr. Firth,

RE: Complaint Filed Against Orr Centre (101133330 Saskatchewan Ltd.) by Mervin Armstrong

Further to my Inspection Summary issued on October 21, 2016, to Mike Russell, this letter will verify the Employment Standards Division has made an assessment for outstanding wages owed to Mr. Armstrong in the amount of \$18,753.25. This amount consists of Vacation Pay and Pay Instead of Notice.

It is my understanding that with the specific Order at hand that Section 81.3 (1) of PART IV of the **Bankruptcy and Insolvency Act** applies in relation to a portion of the vacation pay outstanding to Mr. Armstrong. It references security for labourers who are owed wages for services rendered during the period beginning on the day that is six months before the date of the initial bankruptcy event and ending on the date the bankruptcy is secured...to the extent of \$2000.00." The period in question is noted to be November 21, 2015 to May 20, 2016.

In reviewing Mr. Armstrong's records, it is apparent that at the beginning of the six month period, his Vacation Pay accrual balance was \$7394.84 and at the end of the period it was \$9234.02 after he made a withdrawal from his vacation pay bank in the amount of \$238.02. From the period of November 23, 2015 to May 8, 2016, Mr. Armstrong earned a total of \$2077.20 in vacation pay and it is clear on his paystubs that the vacation pay earned throughout this period was banked. Consequently, the **\$2077.20** owed would fall under wages owed for services rendered during the said period under Section 81.3 (1).

I have attached the summary of the vacation pay earnings for this period as well as some of the paystubs provided by the employer for this period. The Year To Date (YTD) amounts on the paystubs demonstrate the unpaid accrual amounts and support the amount assessed as owed for vacation pay for this period.

Please do not hesitate to contact our office should you have any questions.

Warm Regards,


Robin Brockett

Employment Standards Officer
Employment Standards Division
Ministry of Labour Relations and Workplace Safety