

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

B E T W E E N:

FTI CONSULTING CANADA INC., in its capacity as Court-appointed monitor in proceedings  
pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c. c-36

Plaintiff

-and-

ESL INVESTMENTS INC., ESL PARTNERS, LP, SPE I PARTNERS, LP, SPE MASTER I, LP, ESL  
INSTITUTIONAL PARTNERS, LP, EDWARD S. LAMPERT, SEARS HOLDINGS  
CORPORATION, WILLIAM R. HARKER and WILLIAM C. CROWLEY

Defendants

---

Court File No. CV-18-00611214-00CL

B E T W E E N:

SEARS CANADA INC., by its Court-appointed Litigation Trustee, J. Douglas  
Cunningham, Q.C.

Plaintiff

-and-

ESL INVESTMENTS INC., ESL PARTNERS LP, SPE I PARTNERS LP, SPE MASTER I LP, ESL  
INSTITUTIONAL PARTNERS LP, EDWARD LAMPERT, EPHRAIM J. BIRD, DOUGLAS  
CAMPBELL, WILLIAM CROWLEY, WILLIAM HARKER, R. RAJA KHANNA, JAMES  
MCBURNEY, DEBORAH ROSATI, DONALD ROSS and SEARS HOLDINGS CORPORATION

Defendants

---

Court File No. CV-18-00611217-00CL

B E T W E E N:

MORNEAU SHEPELL LTD., in its capacity as administrator of the Sears Canada Inc. Registered  
Retirement Plan

Plaintiff

-and-

ESL INVESTMENTS INC., ESL PARTNERS LP, SPE I PARTNERS, LP, SPE MASTER I, LP, ESL  
INSTITUTIONAL PARTNERS, LP, EDWARD S. LAMPERT, WILLIAM HARKER, WILLIAM  
CROWLEY, DONALD CAMPBELL ROSS, EPHRAIM J. BIRD, DEBORAH ROSATI, R. RAJA  
KHANNA, JAMES MCBURNEY, DOUGLAS CAMPBELL and SEARS HOLDINGS  
CORPORATION

Defendants

B E T W E E N :

1291079 ONTARIO LIMITED

Plaintiff

-and-

SEARS CANADA INC., SEARS HOLDINGS CORPORATION, ESL INVESTMENTS INC.,  
WILLIAM C. CROWLEY, WILLIAM R. HARKER, DONALD CAMPBELL ROSS,  
EPHRAIM J. BIRD, DEBORAH E. ROSATI, R. RAJA KHANNA, JAMES MCBURNEY and  
DOUGLAS CAMPBELL

Defendants

B E T W E E N :

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
SEARS CANADA INC., 9370-2751 QUÉBEC INC., 191020 CANADA INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INTIUM LOGISTICS SERVICES INC., 9845488  
CANADA INC., INITIUM TRADING AND SOURCING CORP., SEARS FLOOR COVERING  
CENTRES INC., 173470 CANADA INC., 2497089 ONTARIO INC., 6988741 CANADA INC.,  
10011711 CANADA INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD., 4201531  
CANADA INC., 168886 CANADA INC. AND 3339611 CANADA INC.

**PLAINTIFFS' FACTUM**

**(SHC Settlement Approval and Bar Order returnable March 16, 2020)**

March 10, 2020

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**TO: LITIGATION SERVICE LIST**

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## **PART I - OVERVIEW**

1. The plaintiffs seek approval of a settlement agreement with Sears Holdings Corporation and the issuance of a claims bar order to enact the settlement.
2. First, the settlement agreement should be approved. The settlement agreement is a fair and reasonable compromise of the plaintiffs' claims against SHC, given the merits and risks of the claims, SHC's precarious financial position, the costs of litigation, and uncertainties concerning recovery against SHC.
3. Second, the Court should issue the claims bar order to enact the settlement. The settlement agreement provides for a bar order precluding claims against SHC in respect of the actions. That is a typical provision of *Pierringer* agreements to permit partial settlement of multi-party litigation, while allowing the actions to proceed against the non-settling defendants. The dismissal of such claims over is necessary and proper in the circumstances to give effect to the carefully negotiated settlement agreement.
4. The settlement would allow SHC out of the actions, but result in no prejudice to the non-settling defendants. Under the settlement agreement, the plaintiffs' claims would be limited to only those attributable to the liability of the non-settling defendants. In light of this limit, precluding the non-settling defendants from crossclaiming against SHC causes them no harm. There is no risk of double recovery by the plaintiffs. And the non-settling defendants retain their other litigation rights.
5. The plaintiffs and SHC submit that the motion should be granted. The settlement agreement should be approved, and the proposed order should be issued.

## PART II - FACTS

### The Proceedings and Claims

6. This motion seeks settlement approval and a claims bar order in four separate proceedings: CV-18-00611219-00CL; CV-18-00611214-00CL; CV-18-00611217-00CL; and CV-19-00617792-00CL (the “Actions”).
7. On December 19, 2018, the Litigation Trustee, the Monitor, and the Pension Administrator for Sears Canada commenced three of the Actions against certain shareholders and former directors of Sears Canada.
8. There is a fourth action concerning the dividend – a proposed class action commenced in 2015 by a Sears Home Store franchisee under the *Class Proceedings Act, 1992* (Ontario) (“CPA”). That action, commenced in Milton, was transferred to the Commercial List in 2019.
9. The Actions concern a \$509 million dividend that Sears Canada declared in November 2013 and distributed to shareholders in December 2013. The Actions were amended in June 2019 to add SHC as a defendant.
10. The plaintiffs in the Actions allege that, among other things, Sears Canada and Sears Canada’s directors who authorized the dividend and certain major shareholders, including SHC, who benefited from it, acted wrongfully and that the dividend should be unwound and/or damages should be paid on account of this wrongful conduct.
11. The Monitor and the Litigation Trustee each claim \$509 million, plus interest and costs. The estimated amount of the Pension Administrator’s claim is \$260 million. The claims allege that SHC is jointly and severally liable for all amounts claimed.

12. To date, no defendant has made a crossclaim for contribution and indemnity against other defendants, pursuant to the *Negligence Act*.

### **SHC Chapter 11 Plan**

13. SHC and certain of its affiliates are subject to Chapter 11 proceedings in the U.S. Bankruptcy Court for the SDNY under the US Bankruptcy Code (the “SHC Bankruptcy Proceedings”).<sup>1</sup>

14. In January 2019, SHC and certain affiliated debtors entered into an asset purchase agreement for the sale of substantially all of their assets. The US Bankruptcy Court approved the transaction and it was completed in February 2019.<sup>2</sup>

15. In May 2019, the US Bankruptcy Court granted an order lifting the automatic stay to permit SHC to be joined as a defendant in claims by the Monitor, Litigation Trustee, and Pension Administrator, and to allow the Actions to proceed against SHC in Ontario.<sup>3</sup>

16. In October 2019, the US Bankruptcy Court confirmed the Modified Second Amended Joint Chapter 11 Plan of SHC and its Affiliated Debtors (the “SHC Plan”). The SHC Plan contemplates a wind down of SHC’s remaining assets, followed by a distribution to creditors. The assets available for distribution are expected to consist of cash from asset sales plus any proceeds from ongoing and future litigation.<sup>4</sup>

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<sup>1</sup> Thirty-Fifth Report of the Monitor dated February 28, 2020, para. 23.

<sup>2</sup> Monitor’s Report, para. 25.

<sup>3</sup> Monitor’s Report, para. 24.

<sup>4</sup> Monitor’s Report, paras. 26-28.

17. The estimated recovery for SHC's general unsecured creditors (including the plaintiffs with respect to their claims against SHC) is approx. 2.3% of their allowed claims, though these estimates are subject to assumptions about future events, which may or may not occur. There is thus a high degree of uncertainty surrounding potential recoveries under the SHC Plan.<sup>5</sup>

### **Settlement with SHC**

18. Given SHC's financial position, the costs of continuing litigation, and the uncertainties surrounding recoveries for the plaintiffs under the SHC Plan, there was incentive for the plaintiffs and SHC to settle the Actions as against SHC. SHC's status as a Chapter 11 debtor, and the fact that the US Bankruptcy Court had already approved the SHC Plan, limited the parties' flexibility to negotiate alternative settlement structures.<sup>6</sup>

19. After lengthy negotiations, the plaintiffs and SHC entered into the settlement agreement on February 23, 2020, effective November 7, 2019. The Creditors' Committee (in Canada) and Unsecured Creditors Committee (in the U.S.) were consulted during the settlement discussions, and do not object to the proposed settlement.<sup>7</sup>

20. The plaintiffs have not settled their claims against the remaining (non-settling) defendants.

21. The material terms of the settlement agreement are as follows:

- (a) Allowed Claim in SHC Bankruptcy Proceedings: The plaintiffs shall hold a single unsecured claim against SHC that shall be allowed as a Class 4 General

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<sup>5</sup> Monitor's Report, paras. 29-30.

<sup>6</sup> Monitor's Report, paras. 31-32.

<sup>7</sup> Monitor's Report, paras. 33-37.



Unsecured Claim in the SHC Bankruptcy Proceedings pursuant to the SHC Plan in the amount of US\$154,249,576 (equivalent to CDN\$200,000,000 at the prevailing exchange rate on the date of commencement of the SHC Bankruptcy Proceedings).

- (b) Obligations Regarding Production and Assistance: SHC agrees in good faith to continue to comply with its discovery obligations to the plaintiffs in respect of the claims. This includes making reasonable efforts to provide the names and addresses of former employees of SHC who may reasonably be expected to have knowledge of the transactions or occurrences at issue in the claims.
- (c) Releases: The plaintiffs on their own behalf and on behalf of any person who claims through them release: (i) the Debtors under the SHC Plan, (ii) the Liquidating Trust (as defined in the SHC Plan), and (iii) these parties' respective directors and officers, current and former employees and agents, in each case solely in such capacities (but excluding the other defendants in the claims) of any claims that were or could have been asserted up to the date of the settlement agreement.
- (d) Dealer Class Action: Such steps as are necessary under the CPA will be implemented to obtain a final order approving the settlement and barring and extinguishing further claims against SHC.
- (e) Court Approval: The settlement is conditional upon approval of the Ontario court by April 6, 2020, and the US Bankruptcy Court by May 12, 2020.
- (f) Termination: If the settlement agreement is terminated due to failure of the parties to achieve certain court-approval milestones, the parties shall take any and all necessary steps to return SHC to its position in the claims as of November 18, 2019, including agreements to reasonable amendments to the timetable for the claims and any adjournments of the joint trial that may reasonably be necessary.<sup>8</sup>

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<sup>8</sup> Monitor's Report, para. 40.

22. The Monitor considers the terms of the settlement agreement to be reasonable and consistent with the terms of settlement agreements typically entered into to settle claims against insolvent debtor companies, except to the extent tailored terms are required to accommodate the existing litigation proceedings.<sup>9</sup>

23. The settlement agreement provides a comprehensive release in favour of SHC and certain related parties. The Monitor is not aware of any other claims Sears Canada may have against SHC other than the Actions. Sears Canada has not filed any such other claims in the claims process undertaken in the SHC bankruptcy proceedings and the applicable bar date in that claims process has now passed. SHC's request for a release is reasonable in the circumstances to provide finality in respect of any claims the plaintiffs may have.<sup>10</sup>

24. There is time sensitivity to the Court approval of the settlement agreement due to the progress of the litigation timetable for the Actions generally and the progress of the SHC bankruptcy proceedings. The settlement agreement provides for court approval milestones that are achievable and are designed to ensure that the parties move forward on an expedited basis to seek court approval while providing a reasonable period of time for any interested parties to take a position on these matters if they wish to do so.<sup>11</sup>

### **The Proposed Order**

25. The proposed settlement is conditional on the Court granting an order substantially in the form of the order attached as a schedule to the settlement agreement. The proposed

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<sup>9</sup> Monitor's Report, para. 41.

<sup>10</sup> Monitor's Report, para. 42.

<sup>11</sup> Monitor's Report, para. 43.

settlement also requires approval by the US Bankruptcy Court, to be sought after approval by this Court.

26. The order would, among other things:

- (a) confirm the releases contained in the settlement agreement in favour of SHC;
- (b) approve the proposed settlement pursuant to section 29 of the CPA for the purposes of the dealer class action;
- (c) bar any further claims by the plaintiffs against SHC in connection with the subject matter of the settled claims;
- (d) bar any future claims by any non-settling defendants against SHC in respect of the matters contained in any of the Actions, including any claims for contribution or indemnity or other claims over against SHC by any non-settling defendants; and
- (e) order that the plaintiffs' recovery from the non-settling defendants, with which SHC is judicially determined to be jointly and severally liable to the plaintiffs for damages, shall be reduced (in aggregate) by the amount of funds ultimately received by the plaintiffs in respect of their allowed unsecured claim under the SHC Plan in accordance with the settlement agreement.<sup>12</sup>

27. The proposed form of order:

- (a) provides certainty and finality to SHC regarding the claims that are the subject matter of the Actions;
- (b) confirms that the plaintiffs are authorized to enter into the settlements proposed in the settlement agreement; and
- (c) ensures that the plaintiffs do not receive double recovery from SHC and the non-settling defendants, by reducing the total amounts claimed as against the non-

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<sup>12</sup> Monitor's Report, para. 45.

settling defendants by the amounts actually received by the plaintiffs on account of their general unsecured claim under the SHC Plan.<sup>13</sup>

28. A condition of the settlement agreement is that the Court approve a claims bar order that prevents the non-settling defendants from crossclaiming against SHC for contribution and indemnity.

29. 1291079 Ontario Limited is bringing a separate motion returnable on the same return date as this motion seeking approval of the settlement under the CPA.

### **PART III - ISSUES, LAW & ARGUMENT**

30. The sole issue on this motion is whether the settlement agreement should be approved and the proposed claims bar order should be granted. For the reasons that follow, the plaintiffs submit that the answer is “yes.”

31. First, the settlement agreement is fair and reasonable as between the plaintiffs and SHC.

32. Second, the *Pierringer* order required by the settlement agreement, including a bar order, is reasonable and appropriate. It permits partial settlement of this complex litigation with no prejudice to the non-settling defendants.

#### **The Settlement Agreement is Fair and Reasonable, and Should be Approved**

33. As between the plaintiffs and SHC, the settlement is fair and reasonable, and should be approved.

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<sup>13</sup> Monitor’s Report, para. 46.

34. As a preliminary point, a non-party to a settlement can only make submissions in respect of it insofar as the non-party is directly affected by it. It is otherwise a stranger to the settlement.<sup>14</sup> That means that the non-settling defendants have no standing to object to the fairness and reasonableness of the settlement as between the parties to it.

35. In approving a settlement under the CCAA, the Court must be satisfied that:

- (a) the transaction is fair and reasonable;
- (b) the transaction would be beneficial to the debtor and its stakeholders generally; and
- (c) the settlement is consistent with the purpose and spirit of the CCAA.<sup>15</sup>

36. These requirements are satisfied here:

- (a) The proposed settlement is fair and reasonable in view of: (i) the merits and risks associated with the claims; (ii) the costs of continuing to pursue the claims as against SHC; (iii) uncertainties around recoveries from SHC given its financial circumstances; and (iv) the fair treatment of the plaintiffs relative to other general unsecured creditors of SHC under the SHC Plan.
- (b) To the extent there are recoveries to general unsecured creditors of SHC under the SHC Plan, the proposed settlement would allow stakeholders of Sears Canada to share in those recoveries.
- (c) The proposed settlement is also consistent with the purposes of the CCAA as it will reduce the litigation costs to be incurred by the estate of Sears Canada and, in

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<sup>14</sup> *Gariepy v Shell Oil Co*, 2002 CarswellOnt 3472 at paras. 37-41 (S.C.J.) [BOA Tab 3].

<sup>15</sup> *Labourers Pension Fund of Central and Eastern Canada v. Sino-Forest Corp.*, 2013 ONSC 1078 at para. 49, leave to appeal ref'd, 2013 ONCA 456, leave to appeal ref'd, 2013 SCCA No. 395 [BOA Tab 5].

the case of the Monitor's claim, provides an opportunity for recovery on a claim advanced pursuant to Section 36.1 of the CCAA.<sup>16</sup>

37. Accordingly, the plaintiffs submit that the settlement agreement should be approved.

***Pierringer* Order Should Be Approved**

(a) Public Policy Favours *Pierringer* Settlement Agreements

38. The proposed order to enact the settlement here is appropriate, and should be approved. The settlement agreement is a type of *Pierringer* agreement, a familiar and common way for plaintiffs in multi-party litigation to settle with some but not all defendants in multi-party litigation. A settling defendant is released from the action on specific terms. The remaining (non-settling) defendants continue in the action. Under a *Pierringer* agreement, the plaintiff may only seek recovery from the non-settling defendants on a several liability basis, not a joint and several liability basis (although, as noted below, the non-settling defendants remain subject to joint liability amongst themselves). The upshot is that the settling defendants are let out of the action, and the non-settling defendants are not responsible for the loss (if any) solely attributable to the liability of SHC.<sup>17</sup>

39. *Pierringer* agreements facilitate settlements by ensuring that where one defendant wants to settle but others do not, the entire action need not proceed to trial. There is an overriding public interest in promoting and favouring settlements. They promote the interests of the parties,

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<sup>16</sup> Monitor's Report, para. 38.

<sup>17</sup> *Gendron v Doug C Thompson Ltd (Thompson Fuels)*, 2019 ONCA 293 at para. 97 [BOA Tab 4].

reduce the strain on the judicial system, and contribute to the effective administration of justice.<sup>18</sup>

40. In *Sable*, the Supreme Court of Canada confirmed that under a *Pierringer* agreement, the non-settling defendants can only be held liable for their share of the damages, and they are severally, not jointly, liable with the settling defendant(s).<sup>19</sup> Non-settling defendants may still be jointly liable with each other.

41. The settlement agreement here meets the public policy objectives of partial settlement in complex multi-party proceedings. If this Court approves the claims bar orders, the settlement agreement will resolve disputes between the plaintiffs and a defendant, and reduce the scope of the remaining claims in the Actions.

42. In addition to the normal language of a *Pierringer* order, the proposed order contains language (in para. 10) designed to recognize the vast difference that the face value of the settlement and the expected actual recovery to the plaintiffs under it (estimated, as noted above, at approx. 2.3% of the face value of the settlement). This is distinct from the usual discount in a settlement between the face value of the plaintiffs' *claim* in the litigation and the amount they receive under the settlement. This language causes no prejudice to the non-settling defendants, as it does not increase their exposure limited by the other provisions of the order.

(b) The Settlement Agreement and Order are Fair to the Non-Settling Defendants

43. *Pierringer* agreements must ensure that non-settling defendants are not prejudiced by partial settlement of litigation. Courts are naturally concerned that the fairness of the ongoing

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<sup>18</sup> *Sable Offshore Inc v Ameron International Corp*, 2013 SCC 37 at para. 11 [BOA Tab 6].

<sup>19</sup> *Sable* at para. 26.

litigation process be preserved. Orders enacting *Pierringer* agreements facilitate a settlement between a plaintiff and defendant while maintaining a level playing field for non-settling defendants.<sup>20</sup>

44. The settlement agreement and order here are fair to the non-settling defendants, who are not prejudiced. The terms of the settlement agreement have been fully disclosed. The non-settling defendants retain their existing litigation rights. And, while the order would preclude the non-settling defendants from continuing or commencing claims against SHC, in reality there is no prejudice to them, because the settlement agreement and order prevent the plaintiffs from recovering any damages from the non-settling defendants that are solely attributable to the liability of SHC, as determined by the Court.

45. In light of the settlement agreement, any crossclaim or other claim against SHC with respect to the Actions would have no legal basis. There is no prejudice to the non-settling defendants if such claims, which to date have not been advanced, were to be barred by this Court as a condition of approving the settlement agreement. As the Court of Appeal explained in *Endean*, a non-settling defendant's need to crossclaim against a settling defendant (because it wants to recover the settling defendant's share of fault from it as indemnity) disappears under a *Pierringer* order. That is because the order "requires the plaintiff to effectively put the non-settling defendant in the same economic position as if it paid the plaintiff in full and recovered any indemnity from the settling defendant", by requiring the plaintiff to reduce what it can

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<sup>20</sup> *Endean v. St. Joseph's General Hospital*, 2019 ONCA 181 at para. 52 [BOA Tab 2].



recover from the non-settling defendant.<sup>21</sup> The non-settling defendants are neither better nor worse off because of the settlement agreement and order enacting it.<sup>22</sup>

46. Put another way, the effect of a *Pierringer* order is to make a non-settling defendant's crossclaim against a settling defendant unnecessary, because the recovery that such a crossclaim seeks to protect against is eliminated by the order itself. In this way, *Pierringer* orders ensure that non-settling defendants suffer no prejudice from the settlement, or from the bar order that extinguishes their claims against the settling defendant. The Court clearly has the jurisdiction to dismiss crossclaims and other claims to implement a *Pierringer* agreement on terms that minimize prejudice to non-settling defendants.<sup>23</sup>

47. Under the proposed order, the plaintiffs' claims are limited to only those losses attributable to the non-settling defendants. Claims against SHC for contribution and indemnity thus disclose no reasonable cause of action and cannot logically survive approval of the settlement agreement and order.<sup>24</sup>

## **Conclusion**

48. The plaintiffs submit that the Court should grant the motion and approve the proposed claims bar order, with costs.

49. The settlement agreement is consistent with the principles supported by Canadian courts promoting settlement and the efficient pursuit of litigation. The non-settling defendants will

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<sup>21</sup> *Taylor v Canada (Attorney General)*, 2009 ONCA 487 at para. 33 [BOA Tab 7].

<sup>22</sup> *Endean v. St. Joseph's General Hospital*, at para. 57 [BOA Tab 2].

<sup>23</sup> *Allianz v Canada (Attorney General)*, 2017 ONSC 4484 at para. 2 [BOA Tab 1].

<sup>24</sup> See *Taylor v Canada (Attorney General)*, 2009 ONCA 487 at para. 33 [BOA Tab 7]; and *Allianz v Canada (Attorney General)*, 2017 ONSC 4484 at paras. 16-18 [BOA Tab 1].

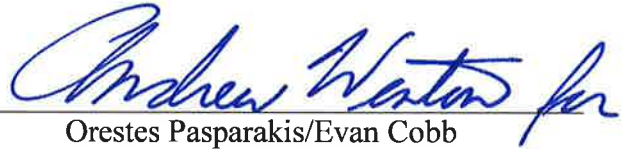
suffer no prejudice. They have made no contribution and indemnity claims in the Actions, but even if they had, they would not be prejudiced by the dismissal of those claims, since the plaintiffs will not be able to claim or recover damages that are solely attributable to the liability of SHC.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 10th day of March, 2020.



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/Philip Underwood



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**SCHEDULE “A”**

**LIST OF AUTHORITIES**

<b>Tab</b>	<b>Authority</b>	<b>Para. in Factum</b>
1	<i>Allianz v Canada (Attorney General)</i> , 2017 ONSC 4484	46, 47
2	<i>Endean v. St. Joseph’s General Hospital</i> , 2019 ONCA 181	43, 45
3	<i>Gariepy v Shell Oil Co</i> , 2002 CarswellOnt 3472 (S.C.J.)	34
4	<i>Gendron v Doug C Thompson Ltd (Thompson Fuels)</i> , 2019 ONCA 293	38
5	<i>Labourers Pension Fund of Central and Eastern Canada v. Sino-Forest Corp.</i> , 2013 ONSC 1078 at para. 49, leave to appeal refused, 2013 ONCA 456, leave to appeal to refused, 2013 SCCA No. 395	35
6	<i>Sable Offshore Inc v Ameron International Corp</i> , 2013 SCC 37	39, 40
7	<i>Taylor v Canada (Attorney General)</i> , 2009 ONCA 487	45, 47

FTI CONSULTING CANADA INC.

Plaintiff

SEARS CANADA INC., by its Court-appointed Litigation Trustee, J. Douglas  
Cunningham, Q.C.

Plaintiff

MORNEAU SHEPELL LTD.

Plaintiff

1291079 ONTARIO LIMITED

Plaintiff

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., et al

ESL INVESTMENTS INC. et al.

Defendants

-and- ESL INVESTMENTS INC. et al.

Defendants

-and- ESL INVESTMENTS INC. et al.

Defendants

-and- ESL INVESTMENTS INC. et al.

Defendants

Court File No. CV-18-00611219-00CL

Court File No. CV-18-00611214-00CL

Court File No. CV-18-00611217-00CL

Court File No. CV-19-00617792-00CL

Court File No. CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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(SHC Settlement Approval and Bar Order)**

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