

CITATION: Just Energy Group Inc. et. al. v. Morgan Stanley Capital Group Inc. et. al., 2022
ONSC 2697
COURT FILE NO.: CV-21-00658423-00CL
DATE: 20220505

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

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 ARRANGMENT OF
JUST ENERGY GROUP INC., JUST
ENERGY CORP., ONTARIO ENERGY
COMMODITIES INC., UNIVERSALE
ENERGY CORPORATION, JUST
ENERGY FINANCE CANADA ULC,
HUDSONENERGY CANADA CORP.,
JUST MANAGEMENT CORP., JUST
ENERGY FINANCE HOLDING INC.,
11929747 CANADA INC., 12175592
CANADA INC., JE SERVICES HOLDCO
I INC., JE SERVICES HOLDCO II INC.,
8704104 CANADA INC., JUST ENERGY
ADVANCED SOLUTIONS CORP., JUST
ENERGY (U.S.) CORP., JUST ENERGY
ILLINOIS CORP., JUST ENERGY
INDIANA CORP., JUST ENERGY
MASSACHUSETTS CORP., JUST
ENERGY NEW YORK CORP., JUST
ENERGY TEXAS I CORP., JUST
ENERGY, LLC, JUST ENERGY
PENNSYLVANIA CORP., JUST
ENERGY MICHIGAN CORP., JUST
ENERGY SOLUTIONS INC., HUDSON
ENERGY SERVICES LLC, HUDSON
ENERGY CORP., INTERACTIVE
ENERGY GROUP LLC , HUDSON
PARENT HOLDINGS LLC, DRAG

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)
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) *Wasserman and Michael De Lellis, for the*
) *Applicants*

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) *XVII LLC, HVS XVI LLC, and OC II LVS*
) *XIV LP in their capacity as the DIP Lenders*

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) *OC II LVS XIV LP in their capacity as the*
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) *to US Counsel for Fira Donin and Inna*
) *Golovan, in their capacity as proposed class*
) *representatives in Donin et al. v. Just Energy*
) *Group Inc. et al.; Counsel to US Counsel for*
) *Trevor Jordet, in his capacity as proposed*
) *class representative in Jordet v. Just Energy*
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) *Trevor Jordet, in his capacity as proposed*

MARKETING LLS, JUST ENERGY)	class representative in <i>Jordet v. Just Energy</i>
ADVANCED SOLUTIONS LLC,	)	<i>Solutions Inc.</i>
FULCRUM RETAIL ENERGY LLC,)	
FULCRUM RETAIL HOLDINGS LLC,	)	<i>Howard Gorman and Ryan Manns</i> , for Shell
TARA ENERGY, LLC, JUST ENERGY	)	Energy North American (Canada) Inc. and
MARKETING CORP., JUST ENERGY	)	Shell Energy North America (US)
CONNECTICUT CORP., JUST ENERGY)	
LIMITED, JUST SOLAR HOLDINGS	)	<i>Alexandra McCawley</i> , for FortisBC Energy
CORP. and JUST ENERGY (FINANCE)	)	Inc.
HUNGARY ZRT.)	
	)	<i>Mike Weinczok</i> , for Computershare Trust
	)	Company of Canada
)	
– and –	)	<i>Robert Thornton, Rebecca Kennedy, Rachel</i>
	)	<i>Nicholson and Puya Fesharaki</i> , for FTI
MORGAN STANLEY CAPITAL GROUP	)	Consulting Canada Inc., as Monitor
INC.)	
	)	<i>John F. Higgins and Megan Young-John</i> ,
	)	U.S. Counsel to FTI Consulting Canada Inc.,
	)	as Monitor
)	
)	
)	
	)	HEARD: April 21, 2022

ENDORSEMENT

MCEWEN, J.

[1] The Applicant Just Energy Group, Inc. (“Just Energy”), in its capacity as the foreign representative (the “Foreign Representative”)¹ of the Applicants and the partnerships listed in Schedule “A” of the Initial Order (collectively, the “Just Energy Entities”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the “CCAA”) brings this motion seeking an order that the Foreign Representative and other Just Energy Entities, as the case may be, are authorized and empowered to pursue claims pursuant to s. 36.1 of the CCAA (the “Section 36.1 Claims”) in the proceedings commenced in the United States Bankruptcy Court for

¹ For ease of reference I will hereinafter refer to the moving party as the “Foreign Representative”.

the South District of Texas (the “U.S. Bankruptcy Court”) bearing case no. 21-04399 (the “Adversary Proceeding”) *nunc pro tunc*.

[2] The Foreign Representative further seeks an order that FTI Consulting Canada Inc. (the “Monitor”) be authorized to take whatever actions or steps it deems advisable to assist and supervise the Foreign Representative (and the other Just Energy Entities, as the case may be) with respect to the prosecution of the Section 36.1 Claims in the Adversary Proceeding.

[3] Last, in the alternative, the Foreign Representative submits that the Monitor ought to be authorized to jointly serve as the foreign representative in the matters before the U.S. Bankruptcy Court (the “Chapter 15 Cases”) to jointly prosecute the Section 36.1 Claims in the Adversary Proceeding, *nunc pro tunc*.

[4] For the reasons that follow I grant the relief sought. I therefore do not need to deal with the alternative relief sought by the Foreign Representative.

BACKGROUND

[5] In March 2021 the Applicants obtained protection under the CCAA pursuant to the issuance of the Initial Order of this Court. The Initial Order granted protections and authorizations to the partnerships listed in Schedule “A” to the Initial Order and also, amongst other things, appointed the Monitor.

[6] Just Energy was further appointed in the Initial Order as the Foreign Representative in connection with the proposed recognition of the CCAA proceeding under Chapter 15 of the U.S. Bankruptcy Code. The CCAA proceeding was thereafter formally recognized by the U.S. Bankruptcy Court by way of an order dated April 2, 2021.

[7] In November 2021, the Foreign Representative, along with Just Energy Texas LP, Fulcrum Retail Energy LLC and Hudson Energy Services LLC (the “Plaintiffs”) commenced the Adversary Proceeding against the Electricity Reliability Council of Texas (“ERCOT”) and the Texas Public Utilities Commission (“PUCT”) in the U.S. Bankruptcy Court. The Plaintiffs challenge the approximately USD \$274 million paid under protest by or on behalf of the Just Energy Entities in respect of invoice obligations incurred with respect to ERCOT and payments made (collectively, the “Transfers”) for electricity purchased by the Just Energy Entities in connection with the winter storm event that occurred in Texas in February 2021.

[8] Subsequently, in January 2022 ERCOT and PUCT moved to dismiss the Initial Complaint filed in the Adversary Proceeding. PUCT was successful. The Court also dismissed some of the claims against ERCOT and directed the Plaintiffs to file an amended complaint with respect to certain claims in the Initial Complaint. The Plaintiffs filed an amended complaint (the “First Amended Complaint”).

[9] In March 2022 ERCOT filed a motion to dismiss the First Amended Complaint on the basis that, amongst other things, the Foreign Representative did not have standing to advance the Section 36.1 Claims.

[10] The motion proceeded before Judge David R. Jones on April 4, 2022. At the hearing Judge Jones requested that the Foreign Representative seek direction from this Court with respect to the question of the proper party to advance the Section 36.1 Claims. Thereafter Judge Jones stayed the Adversary Proceeding pending further order so that the parties could seek direction from this Court.

[11] This led to the motion before me.

SECTION 36.1 CLAIMS

[12] Section 36.1 was added to the CCAA in 2009. It is intended to allow fraudulent preferences and transfers undervalue (“TUVs”) to be investigated and clawed back for the benefit of the debtor’s estate in the CCAA proceeding. The relevant provisions of s. 36.1 read as follows:

36.1 (1) Sections 38 and 95 to 101 of the Bankruptcy and Insolvency Act apply, **with any modifications that the circumstances require**, in respect of a compromise or arrangement unless the compromise or arrangement provides otherwise.

Interpretation

(2) For the purposes of subsection (1), a reference in sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act*

(a) to “date of the bankruptcy” is to be read as a reference to “day on which proceedings commence under this Act”;

(b) to “trustee” is to be read as a reference to “monitor”; and

(c) to “bankrupt”, “insolvent person” or “debtor” is to be read as a reference to “debtor company”. (emphasis added)

[13] As can be seen, s. 36.1 incorporates ss. 38 and 95-101 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”) to ensure consistency with the BIA. Section 36.1(2) was inserted for clarity to assist with the interpretation of the terminology contained in the BIA in the context of a CCAA proceeding: see Industry Canada, *Bill C-12: Clause by Clause Analysis*, which describes the government’s rationale for the addition of section 36. 1.

[14] In its motion to dismiss the Adversary Proceeding, ERCOT relied upon s. 36.1(2)(b) to argue that only the Monitor has standing to pursue Section 36.1 Claims. As noted, Judge Jones referred the issue to this Court.

THE MOTION

Standing

[15] ERCOT refused to attorn to the jurisdiction of this Court. It therefore did not make submissions. ERCOT did provide a letter outlining its position to the Monitor.

[16] The Monitor advised at the motion that the letter from ERCOT did not raise any cases or points of law that were not included in the Applicant's factum. The Monitor took the position that the letter should not be placed in the court file since it would place the Monitor in a position where it was advocating for a party that did not wish to attorn to this Court's jurisdiction. I agreed with the argument and the letter was not placed before me.

Position of ERCOT in Adversary Proceeding

[17] As I understand it, from reviewing the Applicants' materials which include ERCOT's Motion to Dismiss First Amended Complaint and For Abstention, ERCOT relied upon s. 36.1(2)(b) of the CCAA to argue that only the Monitor has standing to pursue Section 36.1 Claims in the Adversary Proceeding.

[18] Sections 95-101 of the BIA are available to a trustee in bankruptcy to pursue certain transactions that are considered to be a preference. Section 96(1) also provides, in certain circumstances, for the trustee to pursue TUVs. The trustee steps into the shoes of the bankrupt by the operation of law so that the bankrupt cannot maintain control over its own property. As noted above, s. 36.1(2)(2) notes that in the CCAA a reference to the provisions of the BIA is to be read as a reference to the monitor.

[19] Based on the foregoing, ERCOT took the position that only the Monitor, pursuant to s. 36.1(2)(b) could bring Section 36.1 Claims in the CCAA proceeding and s. 36.1 does not provide that a foreign representative can bring such a claim.

[20] In this regard, ERCOT relied up on four CCAA cases.

[21] Two of the cases simply involved cases where the Monitor pursued the claims under s. 36.1: see *Ernst & Young Inc. v. Aquino*, 2021 ONSC 527, aff'd 2022 ONCA 202 and *Urbancorp Cumberland 2 GP Inc.*, 2017 ONSC 7156.

[22] In two other cases the Court refused to grant standing to third parties to pursue Section 36.1 Claims: see *Cash Store Financial Services, Re*, 2014 ONSC 4326, aff'd 2014 ONCA 834 and *Verdellen v. Monaghan Mushrooms Ltd.*, 2011 ONSC 5820.

Position of the Foreign Representative

[23] I begin by noting that the Court-appointed Monitor supports the Foreign Representative's position.

[24] The Just Energy Entities have kept the Monitor apprised of the steps taken in the Adversary Proceeding and representatives of the Monitor have attended all relevant hearings before the U.S. Bankruptcy Court. The Monitor is of the view that the Plaintiffs' claim has merit and that there may be recoveries from the Adversary Proceeding.

[25] Insofar as the Foreign Representative's position is concerned, it submits that ERCOT's submission is purely technical in nature. It further submits that in cross-border CCAA proceedings in which Canada is the main centre of interest there is no requirement under the CCAA that the Monitor act as foreign representative in foreign proceedings. It points to a number of cases where an applicant company has acted as the foreign representative: *Xerium Technologies (Re)*, 2010 ONSC 3974; *Cinram International (Re)*, 2012 ONSC 3767.

[26] Insofar as s. 36.1 and its interplay with BIA is concerned, the Foreign Representative submits that it generally makes sense under the BIA to have the trustee step into the shoes of the bankrupt so as to deprive the bankrupt of control over its property during the duration of the bankruptcy. The Foreign Representative, however, submits that the same rationale does not apply to CCAA proceedings where the debtor remains in possession.

[27] The Foreign Representative also stresses that it is well established in Canadian case law that the CCAA is to be read broadly and liberally with a view to facilitating its objectives – namely, to allow the debtor to restructure its affairs to the benefit of its stakeholders: see *Century Services Canada Inc. v. Canada (Attorney General)*, 2010 SCC 60 at para. 70. In this regard it points to s. 11 of the CCAA which provides this Court with the jurisdiction to “make any order that it considers appropriate in the circumstances” and that the broad language of s. 11 “should not be read as being restricted by the availability of more specific orders”: see *Ernst & Young Inc. v. Essar Global Fund Limited*, 2017 ONCA 1014 at para. 118 citing *US Steel Canada (Re)*, 2016 ONCA 662 at para. 79; *Century Services Canada Inc. v. Canada (Attorney General)*, 2010 SCC 60 at para. 70.

[28] The Foreign Representative further submits that it is important to note that s. 36.1(2) was inserted to assist in transplanting the BIA provisions into the CCAA and that s. 36.1(1) of the CCAA contemplates that the application of the BIA provisions in a CCAA proceeding will be subject to “any modification that the circumstances require” (as emphasized above in para. 12).

[29] The Foreign Representative therefore submits that a reasonable modification should be made to allow it to pursue the Section 36.1 Complaints. Otherwise, it would be inconsistent with CCAA principles to read s. 36.1(2)(b) as a prohibition against the prosecution of Section 36.1 Claims by the Foreign Representative simply because it is not the Monitor. It stresses that this would be particularly perverse since the Monitor has expressly supported its position and the Foreign Representative's position is to the benefit of the Applicants and all stakeholders.

[30] I pause to note that the Monitor, in support of the Foreign Representative's position, also points to s. 101.1(1) of the BIA which states:

Sections 95 to 101 apply, with any **modifications that the circumstances require**, to a proposal made under Division I of Part III unless the proposal provides otherwise. (emphasis added)

[31] The Monitor submits that s. 101.1(1) deals with the incorporation of these sections into a proposal and allows for “any modifications that the circumstances require.” The Monitor therefore argues that it is contemplated that modifications can be made where there is a debtor in possession such as is the case in this matter. This allows the debtor, such as Just Energy as Foreign Representative, to pursue claims where it remains in possession. This is particularly sensible, submits the Monitor, where a claim is being pursued for the benefit of the debtor and the stakeholders, which is the case here.

[32] The Monitor points out that there are instances where the Monitor should pursue a claim, for example where the debtor company may be uninterested, but in the circumstances of this case the Foreign Representative, supported by the Monitor, is fully engaged in pursuing the Adversary Proceeding for the benefit of its estate and all stakeholders. It should not be defeated by a narrow and restrictive reading of s. 36.1 and the relevant provisions of the BIA. This would run contrary to a broad and liberal reading that the case law endorses.

[33] The Foreign Representative submits that all of the cases relied on by ERCOT in its motion to dismiss are distinguishable.

[34] First, the Foreign Representative submits that *Ernst & Young Inc. v. Aquino* and *Urbancorp Cumberland 2 GP Inc* are cases in which the Monitor did act as a party in pursuing a s. 36 claim. However, the issue of standing was not addressed in either case as it did not arise on the facts and therefore did not have to be considered by the court.

[35] In the latter two cases, *Cash Store* and *Verdellen*, the Foreign Representative does not dispute that the courts refused standing to a third party to pursue claims under s. 36.1 but both are distinguishable from this case in that they did not address the issue of standing of a foreign representative.

[36] For example, in *Cash Store*, the DIP lender sought to pursue Section 36.1 Claims before the monitor had completed its review of the purported preferences. The court held that the DIP lender could not proceed because the monitor had not yet refused to pursue Section 36.1 claims, and thus the provisions of s. 36.1 could not be utilized. The Foreign Representative therefore submits that *Cash Store* is entirely distinguishable. It also submits that the *Verdellen* case is distinguishable as the Court simply determined that a person who is not a creditor could not apply under s. 36 of the CCAA. The Foreign Representative therefore submits that neither of these cases address the issue of its standing but simply make general statements of law concerning a monitor’s right to advance Section 36.1 Claims.

[37] Last, the Foreign Representative submits that allowing it to pursue the Section 36.1 Claims is the most cost efficient and economical way to proceed. If the Monitor were to proceed with this claim instead, it would require an extensive and duplicative documentary review which would not assist in obtaining a maximum recovery. The Monitor agrees.

ANALYSIS

[38] I accept the submissions of the Foreign Representative.

[39] The law is settled that the provisions of the CCAA are to be read broadly and liberally with a view to allow the debtor to restructure its affairs to the benefit of its stakeholders. When one considers the intersection of Section 36.1 Claims and the relevant provisions of the BIA it is entirely consistent with the provisions of the BIA and CCAA to allow a foreign representative to pursue Section 36.1 Claims. Both s. 101.1(1) of the BIA and s. 36.1(1) of the CCAA allow for modifications as circumstances require. I pause here to note that, although I am not being asked to determine the issue of whether only a trustee is able to bring a s. 95 action, I can see no provisions in the BIA that state that a trustee is the only party that can bring such an action. This seems to run contrary to the provisions of s. 101.1(1) of the BIA. Further, under s. 38 a creditor can take an assignment from a trustee. In my view this demonstrates the harmony between the BIA and the CCAA in which both are trying to achieve fairness in recovering assets for the benefit of the debtor and all stakeholders.

[40] In this case, where the Foreign Representative seeks to pursue the claim on behalf of the Just Energy Entities, with the support of the Monitor and for the benefit of all stakeholders, it is fair and reasonable to allow the necessary modification to allow the Foreign Representative to pursue the Adversary Proceeding. It further makes sense, as requested by the Foreign Representative, to have the Monitor take whatever actions or steps it deems advisable to assist and, importantly, supervise the Foreign Representative with respect to the prosecution of Section 36.1 Claims in the Adversary Proceeding. This allows the court-appointed Monitor to be kept abreast of all developments in the Adversary Proceeding, supervise the Foreign Representative as necessary and report to this Court. In my view, this undoubtedly benefits the Applicants and all stakeholders.

[41] The position advanced by ERCOT runs contrary to the spirit of the CCAA as well as the wording of the relevant provisions of the BIA and CCAA which allow for, as noted, modifications which ought to be allowed in this case for the reasons noted above.

[42] I further accept the submissions of the Foreign Representative that the case law relied upon by ERCOT in the Adversary Proceeding is entirely distinguishable and not of assistance in this case.

[43] Given the fact that I am allowing the Foreign Representative to pursue the Section 36.1 Claims in the Adversary Proceeding, it is likely unnecessary to determine whether the order should be made *nunc pro tunc*. I am prepared to grant the order, however, since the Foreign

Representative has acted in this capacity throughout the Adversary Proceeding and the Section 36.1 Claims. It would be sensible, therefore, for this to be recognized by way of a *nunc pro tunc* order to avoid any uncertainty.

[44] In conclusion, I see no mischief in allowing the Foreign Representative to pursue the Section 36.1 Claims in the Adversary Proceeding. It is consistent with the broad and liberal reading that should be afforded to the CCAA. This is provided for in the relevant wording of the BIA and CCAA and is to the benefit of the Applicants and stakeholders. For the reasons above, the Monitor will maintain its supervisory capacity. The Monitor's assistance would also be useful to the Foreign Representative as it maintains its duties as a court-appointed officer.

DISPOSITION

[45] The order shall therefore go allowing the Foreign Representative and other Just Energy Entities, as the case may be, to pursue the Section 36.1 Claims in the Adversary Proceeding, *nunc pro tunc*, with the Monitor being authorized and directed to take whatever actions and steps it deems advisable to assist and supervise the Just Energy Entities with respect to the prosecution of the Section 36.1 Claims in the Adversary Proceeding.

[46] I have reviewed the draft order provided to me by the Foreign Representative. The terms of the order are fair and reasonable. I have signed the order and will provide it to counsel. I attach a copy of the order to this Endorsement as Schedule "A".



McEwen, J.

Released: May 5, 2022

Schedule "A"

Court File No. CV-21-00658423-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY THE 5th
)
JUSTICE MCEWEN) DAY OF MAY, 2022
)

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 JUST ENERGY GROUP INC., JUST ENERGY CORP., ONTARIO ENERGY COMMODITIES INC., UNIVERSAL ENERGY CORPORATION, JUST ENERGY FINANCE CANADA ULC, HUDSON ENERGY CANADA CORP., JUST MANAGEMENT CORP., 11929747 CANADA INC., 12175592 CANADA INC., JE SERVICES HOLDCO I INC., JE SERVICES HOLDCO II INC., 8704104 CANADA INC., JUST ENERGY ADVANCED SOLUTIONS CORP., JUST ENERGY (U.S.) CORP., JUST ENERGY ILLINOIS CORP., JUST ENERGY INDIANA CORP., JUST ENERGY MASSACHUSETTS CORP., JUST ENERGY NEW YORK CORP., JUST ENERGY TEXAS I CORP., JUST ENERGY, LLC, JUST ENERGY PENNSYLVANIA CORP., JUST ENERGY MICHIGAN CORP., JUST ENERGY SOLUTIONS INC., HUDSON ENERGY SERVICES LLC, HUDSON ENERGY CORP., INTERACTIVE ENERGY GROUP LLC, HUDSON PARENT HOLDINGS LLC, DRAG MARKETING LLC, JUST ENERGY ADVANCED SOLUTIONS LLC, FULCRUM RETAIL ENERGY LLC, FULCRUM RETAIL HOLDINGS LLC, TARA ENERGY, LLC, JUST ENERGY MARKETING CORP., JUST ENERGY CONNECTICUT CORP., JUST ENERGY LIMITED, JUST SOLAR HOLDINGS CORP. AND JUST ENERGY (FINANCE) HUNGARY ZRT. (each, an "Applicant", and collectively, the "Applicants")

ORDER

(Motion re Authorization to Pursue Section 36.1 Claims in Adversary Proceeding)

THIS MOTION, made by Just Energy Group, Inc. ("**Just Energy**"), in its capacity as the foreign representative (the "**Foreign Representative**") of the Applicants and the partnerships listed on Schedule "A" of the Initial Order (collectively, the "**Just Energy Entities**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for various relief was heard this day by judicial video conference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion of the Foreign Representative, the Affidavit of James Tecce affirmed April 14, 2022, including the exhibits thereto (the “Tecce Affidavit”) and the Ninth Report of FTI Consulting Canada Inc., in its capacity as monitor (the “Monitor”), dated April 18, 2022 (the “Ninth Report”), and on hearing the submissions of respective counsel for the Foreign Representative, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Emily Paplawski, affirmed April 14, 2022, filed:

SERVICE

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

STANDING TO PURSUE ADVERSARY PROCEEDING

2. **THIS COURT ORDERS** that:
- (a) the Foreign Representative and other Just Energy Entities, as the case may be, are hereby authorized and empowered to pursue the Section 36.1 Claims (as defined in the Tecce Affidavit) in the adversary proceeding commenced in the United States Bankruptcy Court for the Southern District of Texas (the “U.S. Bankruptcy Court”) bearing adversary proceeding no. 21-4399 (MI) (the “Adversary Proceeding”), *nunc pro tunc*; and
 - (b) the Monitor is hereby authorized and directed to take whatever actions or steps it deems advisable to assist and supervise the Just Energy Entities with respect to the prosecution of the Section 36.1 Claims in the Adversary Proceeding.

GENERAL

3. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces

and territories in Canada.

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of the U.S. Bankruptcy Court, and any other court, tribunal, regulatory or administrative body, having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

McE T.

Court File No: CV-21-00658423-00CL

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 JUST
ENERGY GROUP INC., et al.

Applicants

5 May 22

Order to go as per the draft filed and signed.

McE...

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

(Motion re Authorization to Pursue Section 36.1 Claims
in Adversary Proceeding)

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CITATION: Just Energy Group Inc. et. al., 2022 ONSC 2697
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DATE: 20220505

ONTARIO

SUPERIOR COURT OF JUSTICE

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IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGMENT OF JUST ENERGY GROUP
INC., JUST ENERGY CORP., ONTARIO ENERGY
COMMODITIES INC., UNIVERSALE ENERGY
CORPORATION, JUST ENERGY FINANCE CANADA
ULC, HUDSONENERGY CANADA CORP., JUST
MANAGEMENT CORP., JUST ENERGY FINANCE
HOLDING INC., 11929747 CANADA INC., 12175592
CANADA INC., JE SERVICES HOLDCO I INC., JE
SERVICES HOLDCO II INC., 8704104 CANADA
INC., JUST ENERGY ADVANCED SOLUTIONS
CORP., JUST ENERGY (U.S.) CORP., JUST
ENERGY ILLINOIS CORP., JUST ENERGY
INDIANA CORP., JUST ENERGY
MASSACHUSETTS CORP., JUST ENERGY NEW
YORK CORP., JUST ENERGY TEXAS I CORP.,
JUST ENERGY, LLC, JUST ENERGY
PENNSYLVANIA CORP., JUST ENERGY
MICHIGAN CORP., JUST ENERGY SOLUTIONS
INC., HUDSON ENERGY SERVICES LLC, HUDSON
ENERGY CORP., INTERACTIVE ENERGY GROUP
LLC , HUDSON PARENT HOLDINGS LLC, DRAG
MARKETING LLS, JUST ENERGY ADVANCED
SOLUTIONS LLC, FULCRUM RETAIL ENERGY
LLC, FULCRUM RETAIL HOLDINGS LLC, TARA
ENERGY, LLC, JUST ENERGY MARKETING

CORP., JUST ENERGY CONNECTICUT CORP.,
JUST ENERGY LIMITED, JUST SOLAR HOLDINGS
CORP. and JUST ENERGY (FINANCE) HUNGARY
ZRT.

Applicants

ENDORSEMENT

McEwen, J.

Released: May 5, 2022