Court File No.: BK-26-03382861-0032
Estate No.: 32-3382861

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. and FIELD AVIATION EAST LTD.

FACTUM OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

(Approval and Vesting Order and Ancillary Relief)
(Motion returnable July 24, 2026)

July 26, 2026

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PART I - OVERVIEW

1. The International Association of Machinists and Aerospace Workers ("**IAM**") is the certified bargaining agent for sixty-six (66) employees of Field Canada ("**Field**") whose employment by Field is being permanently terminated as a result of the insolvency of Field Canada.

2. IAM supports the proposed Motions in this matter except that IAM requests that the Court exclude employee claims from the release of directors that is now proposed.

3. In addition to claims for vacation pay and some current wages, the sixty-six (66) employees in IAM's bargaining unit have claims for statutory severance pay and for pay in lieu of notice of termination.

4. IAM has calculated that the sixty-six (66) Field employees in its bargaining unit will collectively upon termination be entitled to approximately $1.7 million in severance pay and pay in lieu of notice.[1] The reason that this amount is this high is that the bargaining unit includes many long service employees, with more than half of the employees having in excess of 20 years employment with Field and two employees having started with Field in the 1980's.

5. Section 251.18 of the *Canada Labour Code*, R.S.C. 1985, c. L-2 ("***Canada Labour Code***") expressly provides that directors of a corporation are jointly and severally liable for wages and certain other amounts, including statutory severance pay and pay in lieu of notice, to which an employee is entitled, to a maximum amount equivalent to six months' wages, to the extent that recovery of the amount from the corporation is impossible or unlikely.

[1] Attached hereto as Schedule A is a chart drafted by IAM setting out the estimated claims for severance pay and pay in lieu of notice of the sixty-six (66) IAM members.

PART II – CANADA LABOUR CODE

6. Section 251.18 of the *Canada Labour Code* provides the following with respect to the liability of directors:

> **Civil liability of directors**
>
> **251.18** Directors of a corporation are jointly and severally liable for wages and other amounts to which an employee is entitled under this Part, to a maximum amount equivalent to six months' wages, to the extent that
>
> **(a)** the entitlement arose during the particular director's incumbency; and
>
> **(b)** recovery of the amount from the corporation is impossible or unlikely.

7. Section 230 and section 235 of the *Canada Labour Code* provide employees with the right to pay in lieu of notice and severance pay. Sections 230 and 235 are in Part III of the *Code*, which is the Part of the Code that also includes section 251.18 and is the Part of the *Code* that is referenced in section 251.18.

8. Section 230 of the *Canada Labour Code*, R.S.C. 1985, c. L-2 ("***Canada Labour Code***") provides employees with a right to pay in lieu of notice of termination as follows:

> **Employer's duty**
>
> **230 (1)** An employer who terminates the employment of an employee must give the employee
>
> **(a)** notice in writing of the employer's intention to terminate their employment on a date specified in the notice, at least the applicable number of weeks set out in subsection (1.1) before that date;
>
> **(b)** wages in lieu of notice, at their regular rate of wages for their regular hours of work, for at least the applicable number of weeks set out in subsection (1.1); or
>
> **(c)** any combination of notice and amounts of wages in lieu of notice so that the total of the number of weeks of notice in writing and the number of weeks for which wages are paid in lieu of notice is equivalent to at least the applicable number of weeks set out in subsection (1.1).

Clarification

(1.01) The employer's obligation to give and the employee's right to receive notice or wages in lieu of notice under subsection (1) apply whether or not the employee has a right to avail themselves of any procedure for redress under this Part, including under subsection 240(1), with respect to the termination of their employment.

Notice period

(1.1) The applicable number of weeks for the purposes of subsections (1) and (2) is

(a) two weeks, if the employee has completed at least three consecutive months of continuous employment with the employer;

(b) three weeks, if the employee has completed at least three consecutive years of continuous employment with the employer;

(c) four weeks, if the employee has completed at least four consecutive years of continuous employment with the employer;

(d) five weeks, if the employee has completed at least five consecutive years of continuous employment with the employer;

(e) six weeks, if the employee has completed at least six consecutive years of continuous employment with the employer;

(f) seven weeks, if the employee has completed at least seven consecutive years of continuous employment with the employer; and

(g) eight weeks, if the employee has completed at least eight consecutive years of continuous employment with the employer.

9. Section 235 of the *Canada Labour Code* provides employees with a right to severance pay of two days wages for each completed year of employment plus five days wages, as follows:

Severance Pay

Minimum rate

235 (1) An employer who terminates the employment of an employee who has completed twelve consecutive months of continuous employment by the employer shall, except where the termination is by way of dismissal for just cause, pay to the employee the greater of

(a) two days wages at the employee's regular rate of wages for his regular hours of work in respect of each completed year of employment that is within the term of the employee's continuous employment by the employer, and

(b) five days wages at the employee's regular rate of wages for his regular hours of work.

Clarification

(1.1) The employer's obligation to pay and the employee's right to receive the amount under subsection (1) apply whether or not the employee has a right to avail themselves of any procedure for redress under this Part, including under subsection 240(1), with respect to the termination of their employment.

Circumstances deemed to be termination and deemed not to be termination

(2) For the purposes of this Division,

(a) except where otherwise provided by regulation, an employer shall be deemed to have terminated the employment of an employee when the employer lays off that employee.

(b) [Repealed, 2011, c. 24, s. 167]

PART III – SOURCES OF RECOVERY FOR EMPLOYEES

10. The proposed Orders in this matter provide that:

- employees may apply for compensation from the Wage Earner Protection Program ("**WEPP**") which currently pays a maximum of $9,275 per employee;
- employee claims may be asserted as against the Directors' Charge, up to the maximum quantum of the Directors' Charge, and
- employee claims may be asserted as against any of the Fields' applicable directors' and officers' insurance ("**D & O Insurance**"), up to the maximum amount claimable thereunder.

11. If all sixty-six (66) employees were to receive $9,275 from WEPP in respect of their claims for severance and termination pay, that would provide $612,150 of the approximately $1.7 million owed to employees.

12. The maximum quantum of the proposed Directors' Charge is $725,000. Under the proposed Motion, among other claims all vacation pay owed to employees is to be paid from the Director's Charge. Field has not filed with the Court or disclosed to IAM any calculation or estimate of how much the vacation pay entitlement of all employees totals. IAM estimates, based on vacation entitlement under the collective agreement, that the

vacation pay owed to *just the bargaining unit employees* may total between $200,000 and $300,000. There are also an approximately equal number of non-bargaining unit employees who also will have similar claims for vacation pay and may have other claims for which they will seek payment from the Directors' Charge.

13. Employee claims are not the only claims that can be made against the Directors' Charge. In the materials filed with the Court, there is also reference to possible claims by Canada Revenue Agency against Field.

14. What this means is that, once all vacation pay and other claims are paid from the Directors' Charge, there is very likely to be little or no funds remaining from which to pay any other claim made as against the Directors' Charge, including severance pay and pay in lieu of notice claims, and certainly there is not likely to be close to enough to pay the approximate $1.7 million total or even the $1.1 million that would be outstanding in respect of severance pay and pay in lieu of notice if WEPP payments are received.

15. Because the Directors' Charge is unlikely to provide much relief for severance pay and pay in lieu of notice, under the proposed Motion, the D & O Insurance policies would be the only substantial source of possible recovery by employees of severance pay and pay in lieu of notice if the directors are granted the release proposed at present.

16. Field informed the Court that its D & O policies *may* provide coverage for claims for severance pay and for pay in lieu of notice and informed the Court that the policies were obtained to cover such employee claims. However, no evidence in the form of correspondence from the time when the policies were acquired or even affidavit evidence regarding communications with the insurers at that time has been filed to support this. Furthermore, no evidence of any recent communication with the insurers has been

provided that would confirm that the policies cover such claims. Nevertheless, Field has submitted that it believes that claims for severance pay and pay in lieu of notice would be paid under the policies.

17. The Proposal Trustee has stated to the Court that it expects that the insurers would resist such claims and that in all likelihood it would be necessary to challenge and appeal the insurers' denial of claims for compensation for severance pay and pay in lieu of notice. Nevertheless, the Proposal Trustee also has expressed the view that it believes that claims for severance pay and pay in lieu of notice would be paid under the policies.

18. In respect of the two D & O policies provided by Field[2], IAM notes:

- the Canadian policy does not contain a Statutory Liability Endorsement or any express statement of coverage for statutory employment liabilities or coverage of severance or termination pay liabilities; the policy meanwhile expressly states that it covers a number of other Employment Practice Liabilities and other statutory liabilities (e.g. Ontario Occupational Health and Safety costs, Environmental Remediation Orders, etc.);
- the U.S. policy with worldwide application defines what is and is not a "Loss" under that policy and, in respect of Employment Practices Liabilities coverage, expressly states that "Loss" excludes "employment termination severance payments":

> **3. Regarding any Employment Claim, Loss, other than Defense Costs, also excludes any:**
>
> **a.** amounts sought under any contract or agreement;

[2] The D & O insurance policies were included in Field's Supplemental Motion Record, filed with the Court on July 23, 2026, at Tab 3.

> **b.** future compensation for any person hired, promoted or reinstated to employment;
>
> **c.** employment-related benefits (including, without limitation, retirement benefits, perquisites, vacation or sick days, medical or insurance benefits, stock benefits, stock options, stock appreciation rights, deferred compensation or any other type of compensation);
>
> **d.** costs of any accommodation required by the Americans with Disabilities Act or any similar law;
>
> **e. employment termination severance payments other than payments negotiated with and consented to by the Insurer as part of a settlement**; or
>
> **f.** compensation earned by, or due to, a claimant in the course of employment but not paid.
>
> (emphasis added)

19. IAM submits that there is considerable uncertainty as to whether the two D & O policies provided by Field cover claims for severance pay and pay in lieu of notice.

PART IV – WHO SHOULD BEAR THE RISK

20. IAM submits that by proposing that the third party directors be released from their statutory liability for employee claims, Field is proposing to shift the risk from the directors to the employees on whether the D & O policies cover claims for statutory severance pay and pay in lieu of notice.

21. IAM further submits that if Field is confident that it acquired D & O policies that cover claims for statutory severance pay and pay in lieu of notice and is confident that these policies do in fact cover such claims, then Field does not need to have the Court release the directors of this liability, and employee claims can be added as an express exclusion to the release of the directors.

PART V - CASELAW

22. Field has submitted a number of court decisions that it claims support its position that it is appropriate for the directors in the present case to be released of their statutory liabilities to employees.

23. With respect, IAM points out that all of the cases submitted by Field involved very different facts from the present case with all of the cases submitted by Field involving businesses being sold as going concerns where employees retained their employment:

(a) In *Lydian*, at paragraph 26, the decision specifies that employee claims were treated by the Plan as Unaffected Claims, meaning that such claims, if any, are not compromised or otherwise affected.

(b) In *JointCraft,* at paragraph 10 the Court notes that the bid to be approved is for a going concern outcome and that "substantially all of the employees will be retained."

(c) The *SVF* decision also involved a going concern bid that preserved employment for all the company's employees as indicated at paragraph 21 of the decision.

(d) The *OMNI Conversion Technologies Inc,* decision as well involved a going concern sale that preserved employment for all the company's employees as indicated at paragraphs 24 to 26 of the decision.

(e) In *Harte Gold Corp*, there was a going concern sale which preserved employment for almost all employees, and in which the release was held to be fair and reasonable and not overly broad in circumstances where Harte Gold was unaware of any outstanding director claims or liabilities against its directors and officers and in which "the Release is not expected to materially prejudice any stakeholders" (see paragraph 83).

24. The present case by contrast involves a piecemeal asset sale and the termination of the employment of all employees, all of whom have claims for severance pay and pay in lieu of notice including many long service employees with significant claims.

25. IAM now refers the Court to *Lion Electric Company,* 2025 QCCS 4192, a decision of the Quebec Superior Court (Commercial Division) dated November 17, 2025, where the central issue was whether Lion Electric's current and former directors and officers should receive a broad court-ordered release from shareholder lawsuits arising from alleged securities misrepresentations. The *Lion Electric* decision makes clear that courts will closely examine attempts to use a CCAA proceeding to eliminate potential litigation against directors and officers.

26. In *Lion Electric*, shareholders, together with Lion's former underwriters and auditors, opposed the requested release of directors and officers. They argued:

- the restructuring had already succeeded without the broader release;
- the release was far broader than necessary;
- it would unfairly eliminate claims against directors while leaving others (such as underwriters and auditors) exposed;
- it would improperly alter legal relationships between third parties rather than assist the restructuring.

27. In *Lion Electric*, the court, after reviewing CCAA jurisprudence governing third-party releases, including the *Metcalfe, Lydian, Blackrock,* and *Harte Gold* decisions, emphasized:

- third-party releases are not automatic in CCAA proceedings;
- they must be reasonably connected to the restructuring;
- directors should receive releases only where they made a meaningful contribution to achieving the restructuring beyond their ordinary duties; and
- courts must carefully scrutinize releases that extinguish litigation between non-debtor parties.

28. In *Lion Electric*, the Court stated that such proposed releases require careful judicial scrutiny and criticized the proposed release as, among other things, being:

- unusually broad;
- capable of extinguishing claims and contribution rights between third parties;
- broader than the description originally provided in Lion's application.

29. The court also stated that proposed claims in question appeared sufficiently serious on a *prima facie* basis that they could not simply be swept away through the restructuring process. The court then refused to grant the full release sought by Lion Electric and held that:

- the objections of the shareholder plaintiffs should succeed;
- the temporary carve-out for the class action claims should remain;
- the shareholder lawsuits may continue notwithstanding the restructuring.

30. IAM submits that the *Lion Electric* decision makes clear that restructuring proceedings are intended to facilitate compromises between debtors and creditors, not to shield third party directors automatically from claims, and that releases must be demonstrably necessary for the restructuring itself.

PART VI – LYDIAN FACTORS

31. Field also claims that application of the "Lydian factors" supports its proposal that the directors be released of their statutory liability for employee claims of severance pay and of pay in lieu of notice.

32. Again, with respect, IAM submits that the applicability Lydian factors should be read with the above clear distinction in mind that the present case concerns a piecemeal asset sale with a loss of employment and significant claims by employees, which is to say that the Lydian factors must not only be present, but must be sufficient to justify the overriding of legislative intent concerning the liability of directors in insolvency and the shifting of the director's responsibility and risks onto workers.

33. The Lydian factors, as pleaded by the Applicants, are as follows:

    (a) the parties to be released were necessary to the restructuring;

    (b) the claims sought to be released are rationally connected to the restructuring and necessary for its success;

    (c) the restructuring could proceed without the releases;

    (d) the released parties contributed to the restructuring; and

    (e) the releases benefit the debtor and its stakeholders generally.

34. In regard to factors (a) and (d) that the parties were necessary to and contributed to the restructuring, Field pleads that "the Directors and Officers" contributed significantly to the restructuring. We note that this decision by Directors and Officers was taken in the context of the orders previously issued, which included the Directors' Charge as protection for the directors, as expressly stated in the Affidavit of John Mactaggart submitted in Field's Motion of Record of June 12, 2026 as follows:

H. Directors' Charge

103. The restructuring efforts of the Field Entities require the continued involvement of their directors and officers who possess specialized aerospace, engineering, operational and financial expertise developed over decades in the aviation industry. Collectively, they have extensive knowledge of the Field Entities' aircraft modification, certification, manufacturing and maintenance operations, longstanding relationships with key customers and industry stakeholders, and direct knowledge of the Business and Property.

104. I am advised by my counsel that directors may be exposed to personal liability for certain employee and government obligations, including unpaid wages, vacation pay, benefits and harmonized sales taxes. With the assistance of the Proposal Trustee, Field Canada estimates such potential liabilities could total approximately $725,000 over three weeks.

105. It is my understanding that the Field Entities are insured under Field Canada's D&O Insurance policy, under which current and former directors and officers are potential beneficiaries. However, the policy contains various exclusions and limitations and has an aggregate coverage limit of $1,371,900 for all claims.

106. In these circumstances, I do not believe the D&O Insurance provides sufficient protection against potential liabilities arising in connection with these proceedings. The directors and officers have advised that, given the scope of the Field Entities' operations, potential liabilities and uncertainty regarding available indemnities and insurance coverage, their continued service during these proceedings is conditional upon the granting of a Directors' Charge in the amount of $725,000.

35. We also ask the Court to note that the continued work of many of IAM's bargaining unit members also contributed significantly to making possible the proposed restructuring.

36. In regard to factors (b) and (c), Field has pled that a release of the claims is necessary for the success of the restructuring because "the Released Parties are critical to the closing of the transactions". We note that this latter pleading is not specific to the directors, as distinct from the officers of the Company, and that there is no evidence on the record that shows that the transaction could not at this point successfully close without the continued participation of the directors. Further, it has been noted to the Court that the sale of Field's assets is not conditional on the proposed release of the directors being granted by

the Court.

37. In addition, Field has pled that the releases are not overly broad because they exclude claims recoverable under D&O insurance. As stated above, there is considerable uncertainty as to whether employee claims for statutory severance pay and pay in lieu of notice are recoverable under Field's policies, and, as just quoted, Mr. Mactaggart in his affidavit submitted by Field in June, expressly stated that "I do not believe the D&O Insurance provides sufficient protection against potential liabilities arising in connection with these proceedings". IAM submits accordingly that the sole function of the proposed release of the directors from employee claims is to shift the burden of risk from those who Parliament chose to hold the risk to the workers who the legislation is intended to protect.

38. In regard to factor (f) that the releases benefit the debtor and its stakeholders generally, Field has submitted that other stakeholders benefit because a Claim against the directors by employees could give rise to additional (presumably unsecured) claims by directors under an indemnity provided to them under the Field By-Laws. On the facts of the present case, however, as we understand it, the impact would be none to minimal since there may be no recovery for unsecured creditors in this proceeding.

PART VII – RELIEF REQUESTED

39. For the reasons set out herein, the Court should grant the Approval and Vesting Order and the Ancillary Order but should amend the proposed release of directors to exclude claims by employees.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 26th day of July, 2026.

July 26, 2026

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SCHEDULE "A"

BARGAINING UNIT EMPLOYEE CLAIMS FOR STATUTORY PAY IN LIEU OF NOTICE AND SEVERANCE PAY

Name	Hire Date	Pay in Lieu (PIL)	PIL in days	Severance in days	Total days	Hourly wage rate	Total Owed
Mark Mischuk	***14-Apr-80***	8 weeks	40	92	132	$59.00	$62,304.00
Cesar Ierullo	***14-Oct-86***	8 weeks	40	80	120	$59.00	$56,640.00
Carlos Mejias Jr	26-Feb-07	8 weeks	40	38	78	$52.60	$32,822.40
Amarik Matharu	8-Sep-08	8 weeks	40	36	76	$59.00	$35,872.00
Sisath Baddewithana	11-Dec-19	6 weeks	30	14	44	$52.60	$18,515.20
Micheal Millet	30-Sep-08	8 weeks	40	36	76	$51.50	$31,312.00
Ben Peters	27-Aug-90	8 weeks	40	72	112	$52.60	$47,129.60
Carlos Mejias	23-Aug-93	8 weeks	40	66	106	$52.60	$44,604.80
Yang Park	21-Jul-00	8 weeks	40	52	92	$51.50	$37,904.00
Enrique Munoz	10-Oct-00	8 weeks	40	52	92	$51.50	$37,904.00
Eldred Pietersen	11-Oct-05	8 weeks	40	42	82	$51.50	$33,784.00
Ian Wallace	16-Nov-05	8 weeks	40	42	82	$51.50	$33,784.00
Eric Robinson	13-Feb-06	8 weeks	40	40	80	$51.50	$32,960.00
Vickrama Wijetunga	23-Jul-07	8 weeks	40	38	78	$51.50	$32,136.00
S Basdeo Mohan	27-Aug-07	8 weeks	40	38	78	$51.50	$32,136.00
Justin Nash	7-Apr-08	8 weeks	40	36	76	$51.50	$31,312.00
Kamran Hayat	2-Sep-08	8 weeks	40	36	76	$51.50	$31,312.00
Jose Trujillo	10-Jul-12	8 weeks	40	28	68	$51.50	$28,016.00
Nelson Braganza	25-Feb-13	8 weeks	40	26	66	$51.50	$27,192.00
Derrik Parlowe	16-Jul-18	8 weeks	40	16	56	$51.50	$23,072.00
Ali Niaz	6-May-19	7 weeks	35	14	49	$52.60	$20,619.20
Nouman Aziz	19-Jun-19	7 weeks	35	14	49	$52.60	$20,619.20
Paul Caswell	28-Jun-21	5 weeks	25	14	39	$51.50	$16,068.00
Oleksandr Prostotin	19-Jul-21	5 weeks	25	10	35	$51.50	$14,420.00
Scott Wilson	20-Sep-21	4 weeks	20	8	28	$52.60	$11,782.40
Leo Esto	2-May-22	4 weeks	20	8	28	$49.85	$11,166.40
German Guzman	2-May-22	4 weeks	20	8	28	$51.50	$11,536.00
Hongjik Lee	9-May-22	4 weeks	20	8	28	$50.17	$11,238.08
Andriy Yukhymchuk	10-Jun-22	4 weeks	20	8	28	$54.77	$12,268.48
Tuvendra Persaud	25-May-22	4 weeks	20	8	28	$51.50	$11,536.00
Dave (David) Bos	27-Nov-89	8 weeks	40	74	114	$52.60	$47,971.20
Suzanne Rodriquez	30-Aug-01	8 weeks	40	50	90	$51.50	$37,080.00
Andriy Lysytsin	13-Aug-07	8 weeks	40	38	78	$52.60	$32,822.40
Mathis	7-Aug-07	8 weeks	40	38	78	$52.60	$32,822.40

Gnanabaskaran							
Raymundo Capuno	*26-Jun-06*	*8 weeks*	*40*	*36*	*76*	$51.50	$31,312.00
Gamini Fernando	14-Nov-06	8 weeks	40	36	76	$51.50	$31,312.00
Rovhaun William	**11-Mar-19**	7 weeks	35	14	49	$52.60	$20,619.20
Robert Davidson	**1-Apr-19**	7 weeks	35	14	49	$52.60	$20,619.20
Cory Staughton	15-Apr-19	*7 weeks*	*35*	*14*	*49*	$49.43	$19,376.56
Rupal Thakor	21-Oct-19	*7 weeks*	*35*	*14*	*49*	$51.50	$20,188.00
Adrian Toderean	6-Dec-19	*7 weeks*	*35*	*14*	*49*	$51.50	$20,188.00
Robert Agnew	1-Jan-20	*7 weeks*	*35*	*14*	*49*	$52.60	$20,619.20
Stephen Jaggernauth	16-Feb-21	*6 weeks*	*30*	*12*	*42*	$51.50	$17,304.00
Gideon Kemp	1-Mar-21	*6 weeks*	*30*	*12*	*42*	$51.50	$17,304.00
Saranya Nagendram	9-May-22	*5 weeks*	*25*	*10*	*35*	$51.50	$14,420.00
Brian Gray	10-Jun-22	5 weeks	25	10	35	$51.50	$14,420.00
Anthony Algoo	11-Apr-22	*4 weeks*	*20*	*8*	*28*	$43.91	$9,835.84
Gabe Andino	***6-Mar-00***	8 weeks	40	52	92	$52.60	$38,713.60
Krikour Gelagobian	9-Oct-07	8 weeks	40	38	78	$51.50	$32,136.00
Kevin Naigle	22-Aug-01	8 weeks	40	50	90	$42.50	$30,600.00
Marin Deboveanu	13-Jun-05	8 weeks	40	42	82	$42.50	$27,880.00
Harprit Bassi	2-Apr-13	8 weeks	40	26	66	$42.50	$22,440.00
Pradeep Singh	11-Nov-15	8 weeks	40	22	62	$42.50	$21,080.00
Sable De Freitas	11-Mar-19	7 weeks	35	14	49	$38.08	$14,927.36
Joel Beza	25-Nov-19	6 weeks	30	12	42	$31.21	$10,486.56
Ferenc Jaszai	15-Jan-01	8 weeks	40	50	90	$54.77	$39,434.40
Mirsad Sehic	20-Aug-07	8 weeks	40	38	78	$54.77	$34,176.48
Edward Zablotny	9-Feb-09	8 weeks	40	34	74	$52.60	$31,139.20
Darren De Roos	8-Jan-18	8 weeks	40	16	56	$51.50	$23,072.00
Marcos Roselli	1-Apr-16	8 weeks	40	20	60	$30.41	$14,596.80
Micheal Deabreau	2/24/2025	2 weeks	10	5	15	$59.00	$7,080.00
Mark Mischuk	13-Jan-14	8 weeks	40	24	64	$59.00	$30,208.00
Dale Brown	20-Jan-14	8 weeks	40	24	64	$59.00	$30,208.00
Niaz Saqi	17-Dec-19	6 weeks	30	12	42	$59.00	$19,824.00
Andreas Boehm	3-May-22	4 weeks	20	8	28	$59.00	$13,216.00
Imam Cella	25-Nov-19	6 weeks	30	12	42	$54.76	$18,399.36
TOTAL							$1,719,931.52

SCHEDULE "B"

LIST OF AUTHORITIES

1. *Lion Electric Company,* 2025 QCCS 4192

I certify that I am satisfied as to the authenticity of the authority listed above.

Note: Under the Rules of Civil Procedure, an authority or other document or record that is published on a government website or otherwise by a government printer, in a scholarly journal or by a commercial publisher of research on the subject of the report is presumed to be authentic, absent evidence to the contrary (rule 4.06.1(2.2)).

Date July 26, 2026

Sean FitzPatrick

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FIELD AVIATION COMPANY INC. AND FIELD AVIATION EAST LTD.

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Proceedings commenced at **Toronto**

FACTUM OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

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