

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division

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No.: 500-11-060613-227

IN THE MATTER OF THE PLAN OF ARRANGEMENT  
AND COMPROMISE OF:

**RISING PHOENIX INTERNATIONAL INC.**

- and -

**10864285 CANADA INC.**

- and -

**11753436 CANADA INC.**

- and -

**CDSQ IMMOBILIER INC.**

- and -

**COLLÈGE DE L'ESTRIE INC.**

- and -

**ÉCOLE D'ADMINISTRATION ET DE SECRÉTARIAT  
DE LA RIVE SUD INC.**

- and -

**9437-6845 QUÉBEC INC.**

- and -

**9437-6852 QUÉBEC INC.**

**Debtors**

- and -

**RICHTER INC.**

**Monitor/Applicant**

-and-

**LES CONSULTANTS 3 L M INC.**

**Respondent**

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**APPLICATION FOR THE ISSUANCE OF  
AN ORDER FORCING THE COMMUNICATION OF INFORMATION TO THE MONITOR  
(Section 11 of *Companies' Creditors Arrangement Act*)**

TO THE HONOURABLE DAVID COLLIER J.S.C. OR TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE APPLICANT RESPECTFULLY SUBMITS THE FOLLOWING:

1. **ORDERS SOUGHT**

1. Richter Inc., in its capacity as Monitor of Rising Phoenix International Inc. ("**RPI**"), 10864285 Canada Inc., 11753436 Canada Inc., CDSQ Immobilier Inc., Collège de l'Estrie Inc., École d'Administration et de Secrétariat de la Rive-Sud Inc., 9437-6852 Québec Inc. and 9437-6845 Québec Inc. (collectively, the "**Debtors**"), hereby seeks an order from this Court ordering Les Consultants 3 L M Inc. ("**ISI**") to communicate the following information (collectively, the "**ISI Information**") to the Monitor:
  - a) A list of all the students recruited by RPI on behalf of ISI as well as information about their educational programs (nature and duration) and the tuition fees paid by them to RPI;
  - b) Details regarding the educational services that ISI intends to provide to these recruited students or that ISI has already provided to them;
  - c) Details relating to any amounts remitted directly to ISI by RPI, as part of their recruiting agreement; and
  - d) Details regarding any tuition amounts reimbursed by ISI to the students enrolled at ISI by RPI.
2. As will be described in detail herein, the Monitor has requested that ISI provide it with items a) to c) above in order for the Monitor to be able to:
  - a) Determine the actual quantum of ISI's claim as against RPI and its directors and officers (the "**Directors**");
  - b) Determine whether the development and implementation of a plan of arrangement in these CCAA proceedings is potentially viable, considering ISI's position that it will not, under any circumstances, vote in favour of any such plan.
3. However, as of this date, ISI has refused to provide any ISI Information to the Monitor. ISI also purports to hold a veto right on a plan of arrangement put forward by the Debtors.
4. The Monitor submits that a CCAA plan of arrangement is the only means by which the largest class of creditors of the Debtors (the students) will obtain any meaningful recovery from the insolvent Debtors' estates.
5. The ISI Information is required to determine which party, between ISI and the ISI students, represented by McCarthy Tétrault LLP (the "**Students' Representative Counsel**") pursuant to the Student Representation Order (as defined below), may exercise a valid claim in these CCAA proceedings for the reimbursement of tuition fee amounts remitted directly by ISI students to RPI.
6. The determination of this issue, in turn, will significantly impact the quantum of ISI's claim and will allow the Monitor to determine whether ISI does, in fact, hold a veto right over a plan of arrangement put forward by the Debtors.

## 2. PROCEDURAL CONTEXT

### 2.1 THE INITIAL ORDER

7. On January 5, 2022, the Debtors filed with the Superior Court of Québec, Commercial Division (the “**Court**”), an *Application for the Issuance of a First Day Initial Order and an Amended and Restated Initial Order* and on January 6, 2022, the Court granted the First-Day Initial Order (the “**First-Day Initial Order**”). Pursuant to the First-Day Initial Order, among other things, all creditors were stayed from commencing or continuing any proceedings against the Debtors and/or the directors and officers of the Debtors until and including January 14, 2022 (the “**Stay Period**”).
8. On January 16, 2022, the Debtors filed an *Amended Application for the Issuance of an Amended and Restated Initial Order* (the “**Amended and Restated Initial Order**”) and on January 17, 2022, the Court granted the Amended and Restated Initial Order and extended the Stay Period to February 28, 2022. The Stay Period has since been extended on several occasions, including most recently to November 30, 2022.

### 2.2 STUDENTS’ REPRESENTATIVE COUNSEL

9. On February 9, 2022, Anish Sachdeva, Manjot Singh, Sukhrajpreet Singh, Sukhmanpreet Singh and Jaspreet Singh filed an Application for the Issuance of a Student Representation Order (the “**Representation Application**”). Following certain revisions to the order requested, on February 15, 2022, the Court granted the Student Representation Order (the “**Student Representation Order**”) and appointed the Students’ Representative Counsel.
10. Pursuant to paragraph 5 of the Student Representation Order, the Students’ Representative Counsel was appointed to represent the interests of all persons who are creditors of the Debtors “*in light of tuition fees paid to the [Debtors]*”. A copy of the Student Representation Order is attached hereto as **Exhibit M-1**.
11. It is the Monitor’s understanding that the ISI students who paid tuition fees to the Debtors are therefore included in the group of students who are represented by the Students’ Representative Counsel.
12. The Students’ Representative Counsel has advised the Monitor of the following:
  - a) in its preliminary assessment, the students, as a group, have a valid right of action against the Federal and Provincial Governments in connection with the latter’s lack of oversight of the Debtors and their mishandling of the situation affecting the students (the “**Students’ Litigation Claims**”) and is seriously considering pursuing the Students’ Litigation Claims;
  - b) in particular, according to the Students’ Representative Counsel, the Students’ Litigation Claims would be founded on, among other grounds, the glaring contradictions between federal and provincial legislations and the Visa Office instructions regarding the advance payment of tuition fees to private colleges, the Provincial Government’s negligence in maintaining the Colleges’ “Designated Learning Institution” status despite the presence of red flags regarding their financial resources, as well as the Federal Government’s mishandling of “Approved In Principle” (AIP) students; and

- c) the proceeds derived from these litigation proceedings could be distributed to the students via a CCAA plan of arrangement and would constitute a means by which to ensure the recovery of unpaid tuition fees for the benefit of the students.

13. The Students' Representative Counsel has further indicated to the Monitor that it would be inclined to support a CCAA plan of arrangement that would provide the students with the means to pursue the Students' Litigation Claims (subject to its review and negotiation of the terms and conditions of such a plan).

### 2.3 RECENT DEVELOPMENTS AND PROPOSED PLAN OF ARRANGEMENT

14. On September 15, 2022, the Stay Period was extended to November 30, 2022. During this hearing, the Debtors, the Monitor, Students' Representative Counsel and ISI agreed on the following timetable in connection with the next steps in these CCAA proceedings:

Date	Step	Current Status
September 22	Company/Directors to provide info requested by ISI and authorization required to retrieve copies of bank statements	Completed
September 30	Finalization of transaction with CESTAR	Completed, with the exception of final adjustments
October 10	ISI to complete analysis of information	Completed
October 10	Directors to communicate their written offer	Completed
October 28	Parties to complete the negotiation of a transaction / plan of arrangement	Outstanding
November 21	Finalize preparation of claims process and file proceedings for claims process and stay extension	Outstanding

15. The Debtors have indicated to the Monitor that they are willing to put forward a plan of arrangement, the principal terms of which would, subject to negotiations, include the following:
- a) The Directors would pledge a significant portion of the real estate assets under their control towards the funding of a plan. More specifically, the Directors are currently proposing to contribute assets that are evaluated at \$2.1 million (net of hypothecs). The exact modalities of this contribution remain subject to negotiations;
  - b) The Directors would retain certain limited personal assets, including notably, minimal amounts in personal RRSPs and a portion of the equity in their personal homes and furniture, as well as funds to be set aside, estimated at \$500,000, to pay for the fees and costs of criminal defence attorneys retained by certain Directors;

- c) The Monitor would be tasked with the sale of the real estate assets contributed by the Directors and with the distribution of net proceeds to creditors through the CCAA plan of arrangement;
  - d) The plan would create a litigation trust to finance the pursuit of the Students' Litigation Claims. This litigation trust fund, currently evaluated at \$100,000 (subject to negotiations), would be insufficient to finance the entire litigation process, however the attorneys representing the students in the litigation would be expected to finance a portion of their fees and costs on a contingency basis;
  - e) In consideration for their contribution to the plan of arrangement, the Directors would be released of all personal claims of a civil nature arising from their operation of the Debtors and their business; and
  - f) The creditors with proven claims against the Directors would benefit from a special distribution from the Director-pledged assets under the plan. In addition to ISI, all students with claims against RPI would be included as part of this group.
16. The Monitor's understanding is that other than the limited personal assets referenced above in paragraph 15(d), the Directors would be pledging the entirety of their personal assets to the funding of a plan.
17. On or before October 10, 2022, in accordance with the above-mentioned agenda, the outline of a potential plan of arrangement containing a significant contribution from the Directors was discussed and communicated to the two parties that have asserted claims against the Directors, namely Students' Representative Counsel and ISI.
18. Although Students' Representative Counsel has expressed interest in pursuing a plan of arrangement, ISI has clearly indicated it is not willing to pursue any further discussions.
19. To assess whether a plan of arrangement is viable, the Monitor needs to quantify and model potential claims by various creditors, including ISI. This process entails understanding the potential claims which could be filed by ISI or by its students.
20. On October 21, 2022, the Monitor sent ISI an email in which it requested the first three items on the list of ISI Information, namely:
- a) A list of all the Students recruited by RPI on behalf of ISI as well as information about their programs (nature and duration) and the tuition fees paid by them to RPI;
  - b) Details regarding the educational services that ISI intends to provide to these recruited Students or that ISI has already provided to them; and
  - c) Details relating to any amounts remitted directly to ISI by RPI, as part of their recruiting agreement.
- A copy of the October 21, 2022 email, along with the replies and exchanges up until October 26, 2022) between counsel for ISI and counsel for the Monitor is attached hereto as **Exhibit M-2**.
21. As mentioned, the purpose of the Monitor's request is to assess the viability of a plan and gather the information required to determine the identity of the party holding a valid claim for unpaid tuition amounts owing to ISI students. This will allow the Monitor to determine whether ISI can be paid in full or otherwise dealt with as part of a plan of arrangement.

22. The information is also required for the Monitor to implement what is referred to as a “reverse claims process”, pursuant to which the Monitor would confirm to each student the amount of its claim (as opposed to requiring that each student files a separate proof of claim), thereby limiting the administrative work that needs to be completed by the Students’ Representative Counsel and the students themselves.

3. **BASIS FOR THE REQUESTED RELIEF**

*i) Impact of the Arbitration Award*

23. As appears from Exhibit M-2, ISI has refused to provide the ISI Information for several reasons. One of these reasons is that the quantum of ISI’s claim against the Debtors and the Directors is already set out in an arbitration award issued on February 17, 2022:

*“Secondly, our client has no obligation whatsoever to provide any additional information to the Monitor, Student Representative counsel and/or to the debtors. Such information shall have no impact whatsoever on the debtors’ ability to elaborate a plan. In any event, RPI already has a list of all the Students recruited by RPI on behalf of ISI as well as information about their programs (nature and duration) and the tuition fees paid by them to RPI. **Moreover, the details and quantification of ISI’s claim are already clearly set out in the arbitration award, which has been communicated to the Monitor and to Student Representative counsel on a confidential basis.** Finally, in previous discussions, you have alluded to the possibility of a claim being brought forward, namely by Student Representative Counsel, against our client. It is inappropriate to use the CCAA framework to request information that could potentially be used in the context of litigation against our client.”*

(Our emphasis added)

A copy of the arbitration award dated February 17, 2022 (the “**Arbitration Award**”) is communicated herewith, under confidential seal, as **Exhibit M-3**.

24. However, the issue with ISI’s position is that a significant portion of the award in favour of ISI in the Arbitration Award corresponds to the reimbursement of tuition fees remitted to RPI by ISI students, as appears from paragraph 123 of the Arbitration Award.
25. In fact, the portion of the total Arbitration Award which corresponds to an award in favour of ISI for general and punitive damages is relatively small in comparison to these tuition amounts.
26. The question therefore arises as to who is the rightful claimant for the reimbursement of tuition amounts owing to ISI students, i.e.: are these claims validly asserted by the Student Representative Counsel (acting on behalf of ISI students) or by ISI itself?
27. ISI purports to be the rightful holder of this ISI student reimbursement claims and in so doing, relies on the statements made by the arbitrator at paragraph 113 of the Arbitration Award (Exhibit M-3).
28. However, neither the Monitor nor the Court, for the purposes of the administration of the insolvent estate, are bound by the findings of the arbitrator in this regard.
29. This is all the more true in circumstances where ISI, by its own actions, has confirmed that it does not own these claims. Rather, ISI, while purporting to assert a claim against

RPI and the Directors that includes these tuition amounts, is telling ISI students to claim their tuition refunds directly from the Monitor, as appears from the following examples:

- a) In a January 25, 2022 email received from an ISI student, one of the attachments included an undated letter from ISI to its students confirming that they had never received the student fees and that these were paid directly to RPI, as appears from the following extracts:

**“The important fact to understand in this situation is that ISI has never received your school fees. The recruitment firm Rising Phoenix International is the depositary of your money and these fees have never been transferred to ISI.”**

*While it is true that RPI used our logo on the fee receipts that were emitted, it is important to note that it is a separate company that was exclusively offering recruitment services to ISI. Furthermore, the signature at the bottom of your receipt is from a former RPI employee named Donatella Bianchi.*

*ISI doesn't have any property or administration link with Rising Phoenix International and we have put an end to our relationship with them several months ago. We are trying since then to recuperate your school fees in order to administer them ourselves and refund you directly. Unfortunately, legal procedures are very long, Rising Phoenix International doesn't collaborate and we still haven't succeeded in recuperating your money. Furthermore, when we send them your requests for refund, they do not take action.*

*We strongly urge you to express your dissatisfaction directly to Rising Phoenix International if you so wish. **They are the ones who have your money and only them can satisfy your demands. ISI simply cannot refund money that was never received in the first place.** Keep asking Rising Phoenix about your status, keep the pressure, whether they answer you or not. We are pressuring them as well to acknowledge their responsibilities towards you.”*

(Our emphasis added)

A copy of this letter dating from January 2022 is attached hereto as **Exhibit M-4**.

- b) Numerous emails received by the Monitor from ISI students included a January 26, 2022 letter that ISI wrote to its students informing them that it could not intervene in any manner to recover their tuition fees from RPI, and that any questions or concerns could only be answered by Richter.

*“You have received a communication by the Richter firm, appointed by the Superior Court to manage the RPI case. This communication explains the current situation in detail and gives you access to the information that has been made public. **The fact that Richter communicates with you confirms that RPI is in possession of your school fees, which is what ISI has always affirmed, and states that you are a creditor in this process.**”*

**It is very important to follow all the instructions given to you by the Richter firm, in order to be officially registered in the creditors list.**

*This is a judiciary process and you need to be rigorous in what you do in order to have a maximum chance of getting something out of it.*

*So please take the time to read the instructions extra carefully and answer Richter as soon as possible.*

*At this point, ISI cannot intervene in any way whatsoever. We must suspend refunds temporarily in order not to interfere with the judiciary process.*

*If you need any additional information in this matter, you must communicate with the Richter firm directly, at the coordinates given to you in their message. [...]*

**They are now the only ones who can answer you regarding your fees.** (Our emphasis added)

A copy of said letter is attached hereto as **Exhibit M-5**.

- c) In March 2022, ISI sent an email to a student in which it confirmed the following (this same confirmation was sent to several students):

*“You applied to ISI through the recruitment firm Rising Phoenix International which was handling most of the work regarding admission, visas and payments. We are no longer with this firm after information we got at the end of 2020.*

*Unfortunately, ISI hasn’t received the school fees. The recruitment firm Rising Phoenix International is the depository of the students’ money and it has never been transferred to ISI.*

*[...]*

*By law, the person who paid has to receive a receipt, and as Rising received the money, they had to give a receipt in the name of ISI. I understand your frustration, but we are too. We never got paid for a lot of students. You can ask students who asked for a refund, and confirm that they were refunded by Rising Phoenix and not ISI as they are the ones who kept the money. Not us.*

*In view of the situation and to free students from stress, ISI has decided to refund all students despite the fact that we have not received your money.*

*However, a few weeks ago, RPI was placed under creditor protection and it is the firm Richter who is managing this process now. For this reason, we had to halt the refund process.*

*A communication was sent to you explaining the current situation. If you have any questions or need more information, I advise you to contact the firm Richter in the coordinates are in the attached communication.”*

A copy of an email chain from March 2022 is attached hereto, under confidential seal, as **Exhibit M-6**.

- d) Throughout 2022, ISI emailed students informing them that they needed to reach out directly to the Monitor for reimbursement of their tuition fees and that any further information regarding refunds would not come from ISI. Samples of such



student emails dating from January 21, 2022 to August 30, 2022, are attached hereto *en liasse*, under confidential seal, as **Exhibit M-7**.

e) As a result of these letters and emails from ISI, multiple ISI students have written directly to the Monitor asking to be reimbursed for the very fees which ISI says form part of its claim. Certain relevant excerpts from these emails from ISI students to the Monitor are reproduced below:

- January 29, 2022: *“College is saying that the RPI group has my fee but I paid the money to the college and not RPI but they’re adamant and are denying any relationship with RPI.”* A copy of this email is attached, under confidential seal, as **Exhibit M-8**.
- February 21, 2022: *“I had applied for this student’s tuition fee refund on 15<sup>th</sup> Dec-2021, but still no amount received by the student. Regarding this when I sent reminder email to college they replied, need to contact you for this, that’s why I am sending you this email. I will be thankful to you if you could please refund full tuition fee for this student.”* A copy of this email is attached, under confidential seal, as **Exhibit M-9**.
- February 28, 2022: *“I have applied for refund many times. But, I did not get anything yet. I got refusal in August 2021 for ISI college and applied for refund immediately. Now ISI college told me to contact you. Can you add me in creditors list.”* A copy of this email is attached, under confidential seal, as **Exhibit M-10**.

30. In total, the Monitor has received approximately 785 emails from a total of 130 ISI students. These students are requesting to be refunded the tuition fees they paid directly to RPI. The Monitor has carefully tracked these emails and the tuition requests, which information is broken down in a spreadsheet attached hereto, under confidential seal, as **Exhibit M-11**.
31. Prior to the issuance of the Initial Order, ISI was telling its students that it would ensure they would be fully reimbursed and that all refunds would be made, as appears from a letter dated November 3, 2021 from ISI to its students, attached hereto as **Exhibit M-12**.
32. However, ISI’s position appears to have changed and it has now unambiguously confirmed, on multiple occasions, that ISI students should file their claims directly with the Monitor and that they will be reimbursed in the context of the CCAA proceedings through the Monitor.
33. If ISI was the rightful claimant of the tuition refunds, it would have reimbursed its own students instead of telling them to claim the amounts from the Monitor. ISI, by its own actions, confirms that it is not the rightful owner of these tuition refund claims.
34. It is not possible, in the context of these CCAA proceedings, for ISI and for the students to validly exercise the same claim for the same tuition amount.
35. Given ISI’s refusal to engage with the Monitor in providing the requested information, it is respectfully submitted that this Court should order the communication of the ISI Information to enable the Monitor to determine the actual quantum of ISI’s claim in these proceedings, and correspondingly, the viability of a plan of arrangement.

**(ii) Professional Fees and Costs**

36. The preliminary estimate of the fees and costs involved with the preparation and implementation of a CCAA plan of arrangement, including a claims process, is estimated to be approximately \$500,000.
37. ISI has raised issue with the quantum of the professional fees required to implement a plan of arrangement. Although the Monitor shares ISI concerns and recognizes the importance of limiting professional fees, without the work required from the professionals involved, no plan of arrangement will ever be developed or implemented.
38. In addition, the alternative to a CCAA plan of arrangement, namely a bankruptcy liquidation of the Debtors with corresponding consequences on the personal estates of the Directors as described in the conclusion of this application, will also entail significant professional fees and costs for the parties involved.
39. The main difference between a CCAA plan and a bankruptcy scenario, however, is that the first scenario will provide some recovery for the students, whereas the second scenario will only provide recovery for those creditors, such as ISI, who have the means to hire legal counsel to litigate their claims on the realization of assets.
40. As such, the Monitor has consulted with its own counsel, the Debtors' counsel and the Student Representative Counsel, all of whom have agreed, considering the special circumstances of this case, that if it is determined that a plan is viable, they will defer the payment of their professional fees incurred in developing this plan of arrangement to after the successful implementation of said plan.

**4. CONCLUSION**

41. The Monitor is entitled to obtain access to the ISI Information. Indeed, if a CCAA claims process was instituted, ISI would have the obligation of proving its claim against RPI and the Directors. In this context, the Monitor would request the communication of the ISI Information, and ISI would need to provide it for its claim to be properly determined.
42. The only real impact of the relief sought in the present application is therefore regarding the timing: the Monitor requests that the ISI Information be provided before limited resources are invested to begin the claims process, to determine whether a CCAA plan of arrangement is viable in the first place.
43. If the relief sought in the present application is denied, the Monitor is unlikely to support any additional extensions of the Stay Period and will recommend that the Debtors file voluntary assignments in bankruptcy.
44. A bankruptcy liquidation of the Debtors, should it occur, is likely to lead to the following chain reaction:
  - a) The stay against individual Directors will be lifted, which is expected to lead to a "race" against their personal assets by creditors;
  - b) The Directors will have no choice but to file personal insolvency proceedings; and

- c) Protracted and costly litigation is likely to take place within these personal insolvency proceedings over the realization on assets held in trust or by third parties.
- 45. A bankruptcy liquidation is therefore likely to reward a small number of creditors with liquidated claims against the Directors and the resources required to hire lawyers to pursue these claims.
- 46. On the other hand, a bankruptcy liquidation is unlikely to be the best possible outcome for other creditors, in particular the students, who may hold claims or contingent claims, but who do not have the means to pursue them. In addition, a bankruptcy liquidation will not provide any avenue for recovery on the Students' Litigation Claims.
- 47. For these reasons, the Monitor recommends that it be provided with the ISI Information, which will then allow it to properly assess whether it should recommend a plan of arrangement.

**WHEREFORE, MAY THIS COURT:**

- [1] **GRANT** this *Application for the Issuance of an Order Forcing the Communication of Information to the Monitor* (the "**Application**").
- [2] **ORDER** that Les Consultants 3 L M Inc. ("**ISI**") communicate, within five (5) business days from the date of this Order, the following information to Richter Inc. (the "**Monitor**"), in its capacity as monitor of Rising Phoenix Inc. ("**RPI**") et al.:
  - a) A list of all the students recruited by RPI on behalf of ISI as well as information about their educational programs (nature and duration) and the tuition fees paid by them to RPI;
  - b) Details regarding the educational services that ISI intends to provide to these recruited students or that ISI has already provided to them;
  - c) Details relating to any amounts remitted directly to ISI by RPI, as part of their recruiting agreement; and
  - d) Details regarding any tuition amounts reimbursed by ISI to the students enrolled at ISI by RPI.
- [3] **ORDER** the provisional execution of this Order notwithstanding appeal, and without the need to furnish any security.

**WITH COSTS.**

**MONTRÉAL**, November 11, 2022

*Stikeman Elliott*

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**Attorneys for the Monitor**

## SWORN STATEMENT

I, the undersigned, **Andrew Adessky**, having my principal place of business at 1981 McGill College Avenue, in the city of Montreal, Province of Quebec, solemnly declare the following:

1. I am a partner at Richter Inc.;
2. All the facts alleged in the *Application for the Issuance of an Order Forcing the Communication of Information to the Monitor* are, to the best of my knowledge, true.

**AND I HAVE SIGNED**



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**Andrew Adessky**

**Solemnly declared before me at Montreal,  
on the 11<sup>th</sup> day of November 2022**



no. 205380

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**Commissioner for Oaths  
for the Province of Québec**

**NOTICE OF PRESENTATION**

**TO:** the Service List

**TAKE NOTICE** that the *Application for the Issuance of an Order Forcing the Communication of Information to the Monitor* will be presented for adjudication before the Honourable David Collier J.S.C. or one of the Honourable Judges of the Superior Court of Quebec, Commercial Division, at the Montréal Courthouse located at 1 Notre-Dame Street East, at a date, time and in a room to be determined by the Court and announced to the service list.

**DO GOVERN YOURSELVES ACCORDINGLY.**

**MONTRÉAL**, November 11, 2022



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**LES CONSULTANTS 3 L M INC.**

**Respondent**

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**LIST OF EXHIBITS IN SUPPORT OF THE APPLICATION FOR THE ISSUANCE OF  
AN ORDER FORCING THE COMMUNICATION OF INFORMATION TO THE MONITOR**

- Exhibit M-1:** Student Representation Order
- Exhibit M-2:** October 21, 2022 email, along with the replies and exchanges up until October 26, 2022 between counsel for ISI and counsel for the Monitor
- Exhibit M-3:** Arbitration Award dated February 17, 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-4:** Letter dating from January 2022
- Exhibit M-5:** Letter dated January 26, 2022
- Exhibit M-6:** Email chain from March 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-7:** (*En Liasse*) emails dated January 21, 2022, and August 30, 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-8:** Email dated January 29, 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-9:** Email dated February 21, 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-10:** Email dated February 28, 2022  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-11:** Spreadsheet  
**UNDER**  
**CONFIDENTIAL**  
**SEAL**
- Exhibit M-12** Letter dated November 3, 2021



**MONTRÉAL**, November 11, 2022

*Stikeman Elliott*

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**Attorneys for the Monitor**

**SUPERIOR COURT  
(Commercial Division)**

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**N° : 500-11-060613-227**

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**CANADA  
PROVINCE OF QUÉBEC  
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Monitor/Applicant

-and-

**LES CONSULTANTS 3 L M INC.**

Respondent

BS0350

File: 033491-1035

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**APPLICATION FOR THE ISSUANCE OF  
AN ORDER FORCING THE COMMUNICATION OF  
INFORMATION TO THE MONITOR  
(Section 11 of *Companies' Creditors Arrangement Act*)**

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ORIGINAL

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