

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL**

**NO:**

500-06-001097-209

**SUPERIOR COURT  
(Class Action)**

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**KIRANPREET KAUR**, domiciled and residing at 6260a Avenue de Westbury, city of Montreal, province of Quebec, H3W 2X3;

**-and-**

**MUNEET MUNEET**, domiciled and residing at 7461 Kingsley Road, Apt. 302, city of Montreal, province of Quebec, H4W 1P4;

**APPLICANTS**

**v.**

**RISING PHOENIX INTERNATIONAL INC. /PHÉNIX ASCENDANT INTERNATIONAL INC.**, a corporation duly incorporated and having their place of business at 2140 rue de la Montagne, 3rd Floor, in the city of Montréal, province of Québec, H3G 1Z7;

**-and-**

**COLLÈGE DE L'ESTRIE INC.**, a corporation duly incorporated and having their place of business at 37 rue Wellington N., city of Sherbrooke, province of Québec, J1H 5A9;

**-and-**

**CAROLINE BONNEVILLE**, domiciled and residing at 2384 rue Chopin, in the city of Montréal, province of Québec, H8N 2H6;

**-and-**

**CHRISTINA MASTANTUONO**, domiciled and residing at 878 95e Avenue, in the city Laval, province of Québec, H7W 3V4;

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-and-

**JOSEPH MASTANTUONO**, domiciled and residing at 510 Beaurepaire Drive, in the city of Beaconsfield, province of Québec, H9W 3C6;

**RESPONDENTS**

<p><b>APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT THE APPLICANTS AS REPRESENTATIVES OF THE CLASS</b> <b>(Articles 571 and following of the Civil Code of Procedure)</b></p>
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**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, EACH OF THE APPLICANTS INDIVIDUALLY AND ON BEHALF OF THE CLASS, MORE FULLY HEREIN DESCRIBED, RESPECTFULLY SUBMITS THE FOLLOWING:**

**A. NATURE OF ACTION**

1. The Applicants bring this action individually and on behalf of the Section 72 Class Members (as hereinafter defined) and the Section 73 Class Members (as hereinafter defined) (the Section 72 Class Members and the Section 73 Class Members are hereinafter collectively referred to as the "**Class Members**" and individually as a "**Class Member**") on a solidary basis against the Respondents based on the following causes of action:
  - a. Failure to comply with Section 72 or, as the case may be, Section 73 and the other sections set out in paragraph 59 hereof of the *Act Respecting Private Education* (chapter E-9.1) (the "**Act**"), Section 20 of the *Regulation respecting the application of the Act Respecting Private Education* (chapter E-9.1, r.1) ("**Regulation 1**") and Sections 16 and 17 of the Regulation respecting private educational institutions at the college level (chapter E-9.1, r.4) ("**Regulation 4**");
  - b. Violation of Article 6 of the *Charter of Human Rights and Freedoms* (chapter C-12) (the "**Quebec Charter**");
  - c. The extra-contractual liability of the Respondents based on Article 1457 of the *Civil Code of Quebec* (the "**CCQ**");
2. The proposed Class Members may be described as follows:

All foreign students who during the three (3) year period prior to the date of this

Application for Authorization were granted admission to study at CDE College (as hereinafter defined) in Sherbrooke Quebec or any other educational institution operated by Rising Phoenix (as hereinafter defined) in Quebec and who either cancelled their enrollment prior to the provision of services (the "**Section 72 Class Members**"); or after services had started being provided (the "**Section 73 Class Members**") and who made a deposit against the fees owing and who have not, in either case, obtained the amount which is required to be returned by the Act and its regulations, or such other group as may be determined by this Honourable Court;

3. As will be more fully hereinafter demonstrated, the Applicants and the Class Members were required to make a deposit prior to the performance of services by either Rising Phoenix or CDE College and were only provided with the refund policy of the Respondents after this payment had been made, the whole in contravention of the rights of the Applicants and the other Class Members, pursuant to the Act and its regulations;
4. To this day, the Respondents continue to refuse to pay even the uncontested portion of the refund payable to the Class Members unless the Class Members sign off on the Respondents' "CDE International Withdrawal Form" (a copy of which is produced herewith as **Exhibit P-1**) and, even in those cases where a Class Member has signed this Form, the Respondents have not refunded the uncontested amount;
5. It is furthermore submitted that the signing of the Respondents' "CDE International Withdrawal Form" cannot be held opposable to Class Members who have signed it as the refund offered fails to comply with the relevant provisions of the Act and Regulation 4 which are of public order in light of Section 76 of the Act;

## **B. PARTIES**

### **i) APPLICANT KIRANPREET KAUR ("KAUR")**

6. Kaur was born in the State of Punjab, India and prior to her arrival in Quebec during the month of January 2020, had spent the greater part of her life in her home state;
7. Kaur was made aware of CDE College through an agent in her home state whom she learned of through the agent's website;
8. The agent proposed CDE College to Kaur without informing her that Sherbrooke was primarily a francophone city and a fair distance from the established Indian community in Montreal;
9. Furthermore, as Sherbrooke is primarily a francophone community, this would adversely affect Kaur's employment opportunities to which she is entitled to pursue in accordance with applicable immigration guidelines;

10. Moreover, Kaur does not speak French, adding to the difficulty in her integration in the Sherbrooke community;
11. Promptly following her arrival in Quebec and prior to the commencement of any services being performed by the Respondents, Kaur advised the Respondents that she did not want to pursue her studies at CDE College and requested a refund of the monies she had already paid;
12. It should be noted that Kaur had wired a 1<sup>st</sup> year tuition fee deposit of \$15,852.00(CDN) while the refund offered by the Respondents is \$8,436.00(CDN);
13. As more fully detailed in the CDE International Withdrawal Form pertaining to Kaur and which is produced herewith as **Exhibit P-2**, deductions were made for
  - i) Accommodation fees of \$2,500.00;
  - ii) Health insurance/ bank fees of \$916.00; and
  - iii) A penalty fee for services rendered of \$4,000.00;
14. In addition to the fact that Kaur did not receive any services from the Respondents, the amount being held by the Respondents as compensation for cancellation of Kaur's enrollment contravenes the parameters established by Section 72 of the Act and Section 17 of Regulation 4, provisions which it is submitted are of public order in light of Section 76 of the Act;
15. But perhaps even more egregious is the fact that the Respondents have to date refused to pay even the uncontested amount of the refund requested, namely the amount of \$8,436.00;
16. Essentially, this amount is being held "hostage", a course of conduct which flagrantly violates Article 6 of the Quebec Charter;
17. It is also relevant to note that Kaur was never provided an Educational Service Contract as required by Sections 66 and following of the Act;
18. It is submitted that this was done in an effort to circumvent the requirements prescribed by Section 20 of Regulation 1 and, in particular, to avoid the necessity of setting out the complete text of sections 70-75 of the Act;
19. Kaur only received a confirmatory communication, produced herewith as **Exhibit P-3**, sent under CDE College's letterhead, the opening lines of which are as follows:

"Congratulations! We are pleased to inform you that your

application to study at CDE College has been approved. CDE College is a Licenses (sic) Private College offering specialized post-secondary programs in Business and Technology for more than 20 years in the City of Sherbrooke, Quebec;”

20. It is submitted that this falls short of what is required by the Act and Section 20 of Regulation 1 and what adds insult to injury is the following first sentence found in CDE College’s Refund Policy for International Students produced herewith as **Exhibit P-4** which reads as follows:

“Any student seeking a refund from CDE College should consult their Educational Contract for the rules and regulations governing refunds set by the *Ministry of Education of Quebec*.”

21. Not only was an Educational Service Contract never provided, but the Refund Policy for International Students was only sent once the deposit had been made;

22. Kaur finds herself in a new country, far from friends and family, and is now being compelled to become involved in legal proceedings in order to recover monies which the Respondents are illegally withholding;

23. Kaur is a Class Member and is willing and able to act as a representative of the Class;

ii) **APPLICANT MUNEET MUNEET (“MUNEET”)**

24. Muneet is also a native of the state of Punjab, India and she too had spent the greater part of her life in her home state prior to her arrival in Quebec in the month of January 2020;

25. Muneet was also made aware of CDE College through an agent in her home state and she too learned of this agent through the agent’s website;

26. Once again, this agent proposed CDE College to Muneet without informing her that Sherbrooke was primarily a francophone city which was a fair distance from Montreal and the much larger Indian community in Montreal;

27. Moreover, Muneet does not speak French, adding to the difficulty in her integration in the Sherbrooke community;

28. As well, as Sherbrooke is primarily a francophone community, this would adversely affect Muneet’s employment opportunities to which she is entitled to pursue in accordance applicable immigration guidelines;

29. As with Kaur, Muneet advised the Respondents that she did not want to pursue her studies at CDE College and requested a refund of the monies she had paid,

and this promptly following her arrival in Quebec and prior the commencement of any services being performed by the Respondents;

30. It should be noted that Muneet wired a 1<sup>st</sup> year tuition fee deposit of \$15,837.00(CDN) while the amount of the refund offered by the Respondents is \$8,421.00(CDN);
31. As more fully detailed in the CDE Withdrawal Form pertaining to Muneet and which is produced herewith as **Exhibit P-5**, deductions were made for;
  - i) Accommodation fees of \$2,500.00;
  - ii) Health insurance/ bank fees of \$916.00; and
  - iii) A penalty fee for services rendered of \$4,000.00;
32. Once again, in addition to the fact that Muneet did not receive any services from the Respondents, the amount being held by the Respondents as compensation for cancellation of Muneet's enrollment at CDE College contravenes the parameters established by Section 72 of the Act and Section 17 of Regulation 4, provisions which it is submitted are of public order in light of Section 76 of the Act;
33. As is the case with Kaur, the Respondents are refusing to even pay the uncontested amount of the refund requested, namely the amount of \$8,421.00;
34. Again, the amount is being held "hostage", a course of conduct that is in flagrant violation of Article 6 of the Quebec Charter;
35. Muneet was also not provided an Educational Service Contract as required by Sections 66 and following of the Act;
36. It is submitted that this was once again done in an effort at circumventing the requirements prescribed by Section 20 of Regulation 1 and, in particular, at avoiding the necessity of setting out the complete text of Sections 70-75 of the Act;
37. As is the case with Kaur, Muneet only received a confirmatory communication, produced herewith as **Exhibit P-6**, sent under CDE College's letterhead, the opening lines of which are;

"Congratulations! You have been accepted to CDE College. This letter contains information to facilitate your application for a CAQ/ Study Permit and should be submitted to the respective *Canadian High Commission and Immigration Diversité et Inclusion Quebec*. For more details please visit [www.cic.gc.ca](http://www.cic.gc.ca)";
38. This communication also falls short of what is required by the Act and Section 20

of Regulation 1 and again the situation is compounded by the fact that the first sentence found in CDE College's Refund Policy for International Students which was forwarded to Muneet and which is produced herewith as **Exhibit P-7**, sets out the same wording as was the case for Kaur;

39. Not only was an Educational Contract never provided, the Refund Policy for International students was only sent once the deposit had been made;
40. Muneet similarly finds herself in a new country far from friends and family who is now also being forced to become involved in legal proceedings in order to recover monies which the Respondents are withholding illegally;
41. Muneet is also a Class Member and is willing and able to act as a representative of the Class;
42. It is becoming apparent that a pattern is developing and unfortunately there are serious reasons to believe that the other Class Members have been treated in a similar manner;

## **RESPONDENTS**

### **i) RESPONDENT RISING PHOENIX INTERNATIONAL INC./ PHÉNIX ASCENDANT INTERNATIONAL INC. ("RISING PHOENIX")**

43. Before dealing specifically with Rising Phoenix, it is appropriate to map out the Respondents' organizational chart as established by the applicable CIDREQ reports, produced herewith *en liasse* as **Exhibit P-8**, and which is as follows;

CDSQ Immobilier Inc. ("**CDSQ**") (whose shareholders and directors are: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono)

**(CDSQ is a shareholder of:)**



École d'Administration et de Secrétariat de la Rive Sud Inc. ("**École d'Administration**") (whose directors are: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono)

**(École d'Administration is a shareholder of:)**



CDE College (whose directors are: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono)

And finally there is Rising Phoenix (whose shareholders and directors are: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono)

44. In reviewing the foregoing what becomes readily apparent is the incestuous relationship among the various corporate entities whose shareholdings are in one way or another controlled by three individuals namely: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono, who also constitute the board of directors of each of the said corporate entities; in other words, they are the "controlling" minds of the corporate Respondent entities;
45. Insofar as Rising Phoenix is concerned, it is relevant to note the multiple business/tradenames it has, the whole as more fully detailed in this corporate entity's CIDREQ report produced as part of Exhibit P-8;
46. What is particularly noteworthy is the number of times the word "International" appears in relation to these business/tradenames;
47. This is no coincidence as Rising Phoenix is the entity responsible for recruiting international students either directly or indirectly through its agents;
48. As such, Rising Phoenix seeks to recruit international students and get them to commit to attending one of the private educational facilities to which it is affiliated and that are ultimately under the control of the three individual Respondents, namely: Caroline Bonneville, Christina Mastantuono and Joseph Mastantuono;

ii) **RESPONDENT COLLÈGE DE L'ESTRIE INC. ("CDE COLLEGE")**

49. Within the Respondent group, CDE College is the entity providing private educational services to students;
50. As previously set out at paragraphs 19 and 37 hereof, the confirmatory communications to Kaur and Muneet were under CDE College's letterhead and each stipulates that their respective applications to study at CDE College were approved;
51. What is less clear is the identity of the entity which holds the permit required by the Act and its regulations as Section 10 of the Act appears to allow a person other than the educational institution to hold the permit that is required by law provided that this person is "operating" the private educational institution, the Respondents being called upon to produce a copy of the required permit into the court record;

iii) **INDIVIDUAL RESPONDENTS CAROLINE BONNEVILLE, CHRISTINA MASTANTUONO AND JOSEPH MASTANTUONO (COLLECTIVELY THE "INDIVIDUAL RESPONDENTS")**



52. For the sake of brevity, it is appropriate to group each of the Individual Respondents together for the purposes of this part of the Application for Authorization;
53. As mentioned previously, it is the Applicants' contention that the Individual Respondents were in charge of orchestrating the illegal activities herein set out; in fact, the Individual Respondents were the guiding force behind these activities;
54. Ultimately, each of the Individual Respondents stood to benefit from these illegal activities that have been, and continue to be, perpetrated by the corporate entities which they manage and control;
55. By doing so, they have incurred their extra-contractual liability for violating Article 1457 of the CCQ and this on a solidary basis among themselves and with the corporate Respondents;

### **C. THE CAUSES OF ACTION**

#### **i) THE ACT AND ITS REGULATIONS**

56. The Applicants submit that the Respondents have failed to comply with Section 72 of the Act which reads as follows:

“72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.”

57. The Applicants furthermore contend that insofar as the Section 73 Class Members are concerned, the Respondents have contravened Section 73 of the Act which stipulates that:

“73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

(1) the price of the services provided calculated in months, lessons, or credits as specified in the contract;

(2) as penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the

total price agreed upon for the services.”

58. It is furthermore relevant to note that the maximum amount for the purposes of both Sections 72 and 73 of the Act is fixed by Section 17 of Regulation 4 which provides:

“The maximum amount referred to in sections 72 and 73 of the Act respecting private education (chapter E-9.1) to determine the compensation or penalty referred to in those sections shall be \$500 if the student is a Canadian citizen or permanent resident within the meaning of the Immigration and Refugee Protection Act (S.C. 2001, c. 27), or \$1,500 if such is not the case.”

59. The Applicants submit that the amounts being offered by the Respondents falls short of what is required by law;

60. Moreover, Section 76 of the Act renders the “provisions of this chapter” (i.e., in which Sections 72 and 73 are found) of public order by stipulating that:

“76. No person may depart from the provisions of this chapter by means of an agreement which provides otherwise.

Furthermore, no client may waive a right conferred on him by this chapter.”

61. The Applicants also submit that the Respondents have failed to respect Sections 68, 70, and 74 of the Act as well as Section 16 of Regulation 4;

62. These provisions stipulate as follows:

#### Section 68 of the Act

“68. The contract, on pain of nullity, must be evidenced in writing and must comply with government regulations. The client’s consent may be expressed by the enrollment of the student, admitted by the institution, in the educational services covered by the contract.

A copy of the contract or enrollment, on pain of absolute nullity of the contract, must be given to the client before dispensation of the services has begun.”

[EMPHASIS ADDED]

#### Section 70 of the Act

“70. No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrollment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client’s obligation, or balance thereof if admission or enrollment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.”

#### Section 74 of the Act

“74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.”

[EMPHASIS ADDED]

#### Section 16 of Regulation 4

“16. The maximum amount of the admission or enrollment fees referred to in section 70 of the Act respecting private education (chapter E-9.1) shall be the lesser of the following amounts: \$200 and an amount representing at most 1/10 of the total cost of the educational service contract.”

63. It is furthermore important to keep firmly in mind that Section 76 of the Act serves to render all of the foregoing sections of the Act of public order;
64. The Applicants submit that the amounts withheld are being done so illegally by the Respondents;
65. As previously mentioned, the Applicants submit that the Respondents failed to comply with Section 20 of Regulation by not providing the Applicants with an Educational Service Contract and that this was done to circumvent the necessity of, amongst other things, setting out the complete text of Sections 70-75 of the Act and avoid drawing the attention of the Class Members to the legal requirements which are opposable to the Respondents in the event of refund requests;
66. All in all, it is the Applicants’ contention that the subterfuge conducted by the Respondents was part of a premeditated, well-orchestrated scheme to deprive the

Applicants and the other Class Members of their rights under applicable law;

67. In other words, the Respondents were banking on the fact that these foreign students would not become aware of their rights and, even in the event that they did, the Respondents were convinced that as they were non-residents and for the greater part, young, they would not pursue these rights;

(ii) **VIOLATION OF ARTICLE 6 OF THE QUEBEC CHARTER**

68. By withholding the uncontested portion of the refund claimed by the Applicants and the other Class Members, in other words by holding these sums "hostage", Respondents are in flagrant violation of Article 6 of the Quebec Charter which reads as follows:

"6. Every person has a right to the peaceful enjoyment and free disposition of his property, except to the extent provided by law."

69. In acting in such an egregious manner, the Respondents have sought to deprive the Applicants and the other Class Members of their right protected by the Quebec Charter to the full enjoyment of their property;

70. As a result, the Applicants and the other Class Members have suffered material damages for, amongst other things, lost interest as well as moral damages for matters such as lost opportunities and other types of stress-related sufferings directly attributable to the bad faith demonstrated by the Respondents;

71. All of the foregoing brings into play Article 49 of the Quebec Charter and the right to claim punitive damages in instances such as this one. It reads as follows:

"49. Any unlawful interference with any right or freedom recognized by this Charter entitles the victim to obtain the cessation of such interference and compensation for the moral or material prejudice resulting therefrom.

In case of unlawful and intentional interference, the tribunal may, in addition, condemn the person guilty of it to punitive damages."

[EMPHASIS ADDED]

72. The Applicants submit that the intentional course of illegal conduct adopted by the Respondents is a case which merits a condemnation in punitive damages, as well as for material and moral damages;

(iii) **EXTRA-CONTRACTUAL LIABILITY OF THE RESPONDENTS AND PARTICULARLY THE INDIVIDUAL RESPONDENTS BASED ON ARTICLE 1457 CCQ**

73. It is the Applicants' contention that the illegal activities of Rising Phoenix and CDE College were managed, spearheaded and controlled at all times by the Individual Respondents who are the persons who would benefit the most from these illicit activities;
74. It is submitted that the Individual Respondents sought to take advantage of foreign students who had no prior knowledge of the laws of Quebec and were far from home, from their friends and family;
75. In other words, they sought to exploit to their advantage the situation these foreign students found themselves in;
76. The acts of the Individual Respondents which consist of causing Rising Phoenix and College CDE to commit these offences, to create confusion, to obfuscate matters constitute extra-contractual faults rendering the Individual Respondents liable, on a solidary basis, among themselves and with Rising Phoenix and CDE College;

**D. CLASS ACTION ALLEGATIONS AND CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

77. This Action is brought on behalf of the named Applicants and as a Class Action on behalf of the proposed Class described as follows;

All foreign students who during the three (3) year period prior to the date of this Application for Authorization were granted admission to study at CDE College in Sherbrooke Quebec or any other educational institution operated by Rising Phoenix in Quebec and who either cancelled their enrollment prior to the provision of services (the "Section 72 Class Members") or after services had started being provided (the "Section 73 Class Members") and who made a deposit against the fees owing and who have not, in either case, obtained the amount which is required to be returned by the Act and its regulations, or such other group as may be determined by this Honourable Court;

78. Size of the Class: Although the exact number of Class Members is not at the current time known to the Applicants and can only be ascertained through appropriate discovery, it is reasonable for the Applicants to believe that the Class numbers in the hundreds, a figure which makes joinder of the individual actions impractical and would unnecessarily inundate the judicial court system. As well, it is reasonable to believe that the Class includes foreign students who were enrolled at the Respondents' other Educational Institutions more fully set out on Rising Phoenix's website page which identifies these other institutions and which is produced herewith as **Exhibit P-9**, though once again this is a matter that requires

the appropriate discovery in order to ascertain;

79. Commonality: The Applicants' and the other Class Members' claims derive from a common core of salient facts and legal causes of action. There are questions of fault and law common to the Applicants and all other Class Members which predominate over any questions affecting any individual Class Member and this applies to both the Section 72 Class Members and the Section 73 Class Members;
80. Typicality: Each Applicants' claim is typical of the claims of other Class Members in that each of the Applicant's claims arise from a common core of legal causes of action that affects all Class Members and ultimately from the illegal activities of the Respondents and this applies to both the Section 72 Class Members and the Section 73 Class Members;
81. Adequacy: The Applicants will fairly and adequately protect the interests of the Class. The Applicants' attorneys are competent and experienced in the area of Class Actions;
82. The Applicants bring this Action as a Class Action since common questions of law and fact predominate over issues that are individual to the Class Members. The proposed Class is sufficiently cohesive to warrant class and representative treatment. Authorization pursuant to Articles 571 and following of the CCP is also appropriate because a Class Action is superior to other available methods for the fair and efficient adjudication of this Action. The Applicants envisage no unusual difficulty in the management of this Action as a Class Action;
83. In addition, given the potential numbers involved, the court system would be inundated in the event each Class Member brought an action on his or her own behalf;
84. In these circumstances, a Class Action is the most appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice;

**E. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

85. The Action that the Applicants wish to institute on behalf of the Class Members is an action in damages;
86. The conclusions that the Applicants wish to introduce by way of an application to institute proceedings are:

**GRANT** the Class Action of the Applicants and each of the other Class Members;

**DECLARE** the Respondents, on a solidary basis, to have failed to comply with (i) the provisions of the Act and its regulations which have been identified in paragraph

1(a) of Part A of this Application for Authorization and more fully set out in section (i) of Part C of this Application for Authorization; (ii) Article 6 of the Quebec Charter; and (iii) Article 1457 of the CCQ;

**ORDER** the Respondents to pay the Applicants and each other Class Member the full amount of the refund they are entitled to receive pursuant to the Act and its regulations;

**ORDER** the Respondents, that without prejudice to the preceding paragraph, to immediately pay the Applicants and the other Class Members the full amount of the uncontested portion of each refund request;

**DECLARE** the Respondents solidarily liable for the damages suffered by the Applicants and each of the other Class Members;

**CONDEMN** the Respondents to pay the Applicants and each of the other Class Members a sum to be determined in compensation of the damages suffered and **ORDER** collective recovery of these sums;

**ORDER** the Respondents to deposit in the office of this court the totality of the sums which form part of the collective recovery for compensation of the damages suffered, with interest and costs;

**CONDEMN** the Respondents to pay the Applicants and each of the other Class Members punitive damages for violation of Article 6 of the Quebec Charter and **ORDER** collective recovery of these sums;

**ORDER** the Respondents to deposit in the office of this court the totality of the sums which form part of the collective recovery for punitive damages, with interest and costs;

**ORDER** the Respondents that, without prejudice to the preceding paragraph, to immediately deposit in the office of this court the full amount of the uncontested portion of each refund request and authorize the prompt distribution thereof;

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternatively, by individual liquidation;

**CONDEMN** the Respondents to bear the costs of the present Action including experts' and notice fees;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

#### **F. VENUE AND JURISDICTION**

87. The Applicants request that each be attributed the status of representative of the Class Members and this irrespective of whether an individual is a Section 72 Class Member or a Section 73 Class Member;
88. Each Applicant is a member of the Class;
89. Each Applicant is ready and available to manage and direct the present Action in the interest of the Class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present Action before the Courts of Quebec and the Fonds d'Aide aux Recours Collectifs, as the case may be, and to collaborate with their attorneys;
90. Each Applicant has the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;
91. Each Applicant has given the mandate to their attorneys to obtain all relevant information with respect to the present Action and intends to keep themselves informed of all developments;
92. Each Applicant, with the assistance of their attorneys, is ready and available to dedicate the time necessary for this Action and to collaborate with the other Class Members and to keep them informed;
93. Each Applicant is in good faith and has instituted this Action for the sole goal of having their rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of Respondents' illicit conduct;
94. Each Applicant understands the nature of the Action;
95. Each Applicant's interests are not antagonistic to those of the other Class Members;
96. Each Applicant submits that this Class Action be exercised before the Superior Court for and in the Judicial District of Montreal;
97. A great number of the Class Members are in the Judicial District of Montreal and in the Appeal District of Montreal;
98. The Applicants' attorneys practice their profession in the Judicial District of Montreal;
99. It is submitted that even though the Class is essentially comprised of non-residents, this Honourable Court has jurisdiction to hear this Class Action in light of Articles 3134 (i.e., as the Respondents are all domiciled in Quebec), 3148 (1)



(i.e., as the Respondents are all domiciled and have their residence in Quebec and 3148(3) (i.e., as a fault was committed in Quebec) of the CCQ;

100. The present application is well founded in fact and in law;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present application;

**AUTHORIZE** the bringing of a Class Action in the form of an application to institute proceedings in damages;

**APPOINT** each Applicant as representative of the Class Members:

**IDENTIFY** the principle issues of fact and law to be treated collectively as the following:

- a. Have Respondents failed to comply with the requirements of the Act and its regulations which have been identified in paragraph 1(a) of Part A of this Application for Authorization and more fully set out in section (i) of Part C of this Application for Authorization, namely: (i) the failure to provide an Educational Service Contract in a form that complies with the requirements of the Act and its regulations; (ii) exacting deposits by the Applicants and the other Class Members in amounts which exceed the maximum amounts prescribed by the Act and its regulations; and (iii) the failure to refund the amounts required by the Act and its regulations upon the cancellation of the students' enrollment whether, as the case may be, either before services had been provided (Section 72 of the Act) or after services had started being provided (Section 73 of the Act) and Sections 16 and 17 of Regulation 4?
- b. Have the Respondents violated Article 6 of the Quebec Charter by refusing to refund the Applicants and the other Class Members, even the "uncontested" portion of each refund request?
- c. As a result of the illegal course of conduct described in the preceding paragraph, are the Respondents liable, on a solidary basis, under Article 49(2) of the Quebec Charter for punitive damages to each Applicant and the other Class Members and in what amount?
- d. Are the Respondents liable, on a solidary basis, to each Applicant and the other Class Members for their extra-contractual liability based on Article 1457 CCQ and in what amount?
- e. Are the Respondents liable, on a solidary basis, for all related damages to each Applicant and the other Class Members as a result of their illegal conduct and in what amount?

**IDENTIFY** the conclusions sought by the Class Action to be instituted as being the following:

**GRANT** the Class Action of the Applicants and each of the other Class Members;

**DECLARE** the Respondents to have contravened Sections 72 and 73 of the Act and also Sections 68, 70 and 74 of the Act as well as Section 20 of Regulation 1 and Sections 16 and 17 of Regulation 4;

**ORDER** the Respondents to reimburse each Applicant and the other Class Members the full amount of the refund to which they are entitled pursuant to the Act and its regulations, with interest at the legal rate as of the date of this Application for Authorization, plus the additional indemnity provided by Article 1619 of the CCQ;

**ORDER** the Respondents, without prejudice to the preceding paragraph, to pay each Applicant and the other Class Members the full amount of the uncontested portion of the refund requested, with interest at the legal rate as of the date of this Originating Application, plus the additional indemnity provided by Article 1619 of the CCQ;

**DECLARE** the Respondents solidarily liable for the damages suffered by each Applicant and the other Class Members;

**CONDEMN** the Respondents to pay each Applicant and the other Class Members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Respondents to pay each Applicant and the other Class Members punitive damages, and **ORDER** collective recovery of these sums;

**ORDER** the Respondents to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternatively, by individual liquidation;

**CONDEMN** the Respondents to bear the costs of the present Action including experts' and notice fees;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

**DECLARE** that all Class Members who have not requested their exclusion, be bound by any judgment to be rendered on the Class Action to be instituted in the manner provided for by law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice

to the Class Members, date upon which the Class Members that have not requested their exclusion will be bound by any judgment to be rendered herein;

**ORDER** the publication of a notice to the Class Members in accordance with Article 579 CCP within sixty (60) days from the judgment to be rendered herein in The Montreal Gazette and La Presse;

**ORDER** that said notice be available on the Respondents' websites and any other social media accounts that Respondents may have, with a link stating "Notice to foreign students who cancelled their acceptance at Collège de L'Estrie (CDE College) in Sherbrooke, Quebec or any other educational institution operated by Rising Phoenix International Inc./ Phénix Ascendant International Inc. in Quebec;"

**ORDER** that said notice also be sent by individual letters emailed and/or mailed to Class Members by using the Respondents' records to obtain the requisite information in order to deliver said notice;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

**THE WHOLE** with costs, including all publication and dissemination fees.

Montreal, Quebec, October 27, 2020

  
\_\_\_\_\_  
**DE LOUYA MARKAKIS**  
**Me Tom Markakis**  
428 St-Pierre, suite 101  
Montreal, Quebec  
H2Y 2M5  
T: 514-286-9889 ext. 226  
F: 514-286-9339  
E: [tm@delouyamarkakis.com](mailto:tm@delouyamarkakis.com)

Attorneys for the APPLICANTS

## SUMMONS

Section 145 and following of the Code of Civil Procedure

### FILING OF A JUDICIAL APPLICATION

Take notice that the Applicants have filed this *Application for authorization to institute a class action and to appoint the applicants as representatives of the Class* in the office of the Superior Court of Quebec, in the judicial district of **Montréal**.

### DEFENDANT'S ANSWER

You must answer the application in writing, personally or through a lawyer, at the **Montréal Courthouse** situated at **1, Notre Dame street East** within **fifteen (15)** days of service of the Application or, if you have no domicile, residence or establishment in Québec, **within thirty (30) days**. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

### FAILURE TO ANSWER

If you fail to answer within the time limit of fifteen (15) or thirty (30) days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

### CONTENT OF ANSWER

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

### CHANGE OF JUDICIAL DISTRICT

You may ask the court to refer the originating application to the district of your domicile

or residence, or of your elected domicile or the district designated by an agreement with the Applicant.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

### **TRANSFER OF APPLICATION TO SMALL CLAIMS DIVISION**

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

### **CALLING TO A CASE MANAGEMENT CONFERENCE**

Within twenty (20) days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

### **EXHIBITS SUPPORTING THE APPLICATION**

In support of the *Application for authorization to institute a class action and to appoint the applicants as representatives of the Class*, the Applicant intends to use the following exhibits:

- Exhibit P-1:** CDE International Withdrawal Form
- Exhibit P-2:** CDE International Withdrawal Form pertaining to Kaur
- Exhibit P-3:** Confirmatory communication addressed to Kaur
- Exhibit P-4:** CDE College's Refund Policy for International Students forwarded to Kaur
- Exhibit P-5:** CDE Withdrawal Form pertaining to Muneet
- Exhibit P-6:** Confirmatory communication addressed to Muneet
- Exhibit P-7:** CDE College's Refund Policy for International Students forwarded to Muneet
- Exhibit P-8:** Extracts from the Quebec enterprise registry for Respondents'
- Exhibit P-9:** Rising Phoenix's website page which identifies these other institutions

These exhibits are available upon request.

## NOTICE OF PRESENTATION OF AN APPLICATION

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, Quebec, October 27, 2020

*Delouya Markakis*

**DE LOUYA MARKAKIS**

**Me Tom Markakis**

428 St-Pierre, suite 101

Montreal, Quebec

H2Y 2M5

T: 514-286-9889 ext. 226

F: 514-286-9339

E: [tm@delouyamarkakis.com](mailto:tm@delouyamarkakis.com)

Attorneys for the APPLICANTS

**NOTICE OF PRESENTATION**  
Sections 146 and 574 al 2 of the Code of Civil Procedure

**TO:**

**RISING PHOENIX INTERNATIONAL INC./  
PHÉNIX ASCENDANT INTERNATIONAL INC.**  
2140 rue de la Montagne, 3rd Floor  
Montréal, Québec  
H3G 1Z7

**COLLÈGE DE L'ESTRIE INC.**  
37 rue Wellington N.  
Sherbrooke, Quebec  
J1H 5A9

**CAROLINE BONNEVILLE**  
2384 rue Chopin  
Montréal, Québec  
H8N 2H6;

**CHRISTINA MASTANTUONO**  
878 95e Avenue  
Laval, Québec  
H7W 3V4

**JOSEPH MASTANTUONO**  
510 Beaurepaire Drive  
Beaconsfield, Québec  
H9W 3C6

**TAKE NOTE** that the present *Application for authorization to institute a class action and to appoint the applicants as representatives of the Class* will be presented before one of the Honorable Judges of the Superior Court of Quebec, at the Montreal Courthouse, located at 1 Notre-Dame street east, in the city and district of Montreal, at a date and time to be determined by the coordinating justice of the class actions chamber.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montreal, Quebec, October 27, 2020

*Delouya Markakis*

**DE LOUYA MARKAKIS**

**Me Tom Markakis**

428 St-Pierre, suite 101

Montreal, Quebec

H2Y 2M5

T: 514-286-9889 ext. 226

F: 514-286-9339

E: [tm@delouyamarkakis.com](mailto:tm@delouyamarkakis.com)

Attorneys for the APPLICANTS



**Exhibit P-1:**

**CDE International Withdrawal Form**



CDE International Withdrawal Form

**STUDENT NAME:** Robin Singh  
**STUDENT ID:** SINR131297

<b>Amount Paid:</b> _____	<b>\$15,860.00</b>
<b>Duration of contract:</b> _____	<b>\$0.00</b>
<b>Penalty Balance:</b> _____	<b>\$0.00</b>
<b>Accommodation Fees:</b> _____	<b>\$2,500.00</b>
<b>Health Insurance/Bank Fees:</b> _____	<b>\$916.00</b>
<b>Penalty fees for services rendered:</b> _____	<b>\$4,000.00</b>
<b>BALANCE TO BE REFUNDED:</b> _____	<b>\$8,444.00</b>

**REASON FOR WITHDRAWAL:**

**BANKING INFORMATION**

**BANK NAME:**  
**BANK ADDRESS:**  
**BENEFICIARY NAME:**  
**BENEFICIARY ADDRESS:**  
**ACCOUNT NUMBER:**  
**SWIFT CODE:**  
**IFSC CODE:**

**Points to Note:**

1. CDE International will provide the refund, once payment had been confirmed.
2. Please be sure to provide correct banking information to ensure proper and timely deposit of funds. If the student provides incorrect details of the bank, the college will not be responsible for the refund made.
3. Students will not be refunded for ancillary costs and services such as medical insurance, bank fees any accommodations costs.
4. All refunds are sent back to the country of origin and will not be made to students Canadian Accounts
5. Medical insurance provided through the group plan will end when student withdraws from the College.

**Student Declaration:**

I have carefully read the above information and I completely understand the meaning of this agreement.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

**Exhibit P-2:**

CDE International Withdrawal Form pertaining to Kaur

**STUDENT NAME:** Kiranpreet Kaur

**STUDENT ID:** KAU251194

<b>Amount Paid:</b>	<b>\$15,852.00</b>
<b>Duration of contract:</b>	<b>\$0.00</b>
<b>Penalty Balance:</b>	<b>\$0.00</b>
<b>Accommodation Fees:</b>	<b>\$2,500.00</b>
<b>Health Insurance/Bank Fees:</b>	<b>\$916.00</b>
<b>Penalty fees for services rendered:</b>	<b>\$4,000.00</b>
<b>BALANCE TO BE REFUNDED:</b>	<b>\$8,436.00</b>

**REASON FOR WITHDRAWAL:**

**BANKING INFORMATION**

**BANK NAME:**

**BANK ADDRESS:**

**BENEFICIARY NAME:**

**BENEFICIARY ADDRESS:**

**ACCOUNT NUMBER:**

**SWIFT CODE:**

**IFSC CODE:**

**Points to Note:**

1. CDE International will provide the refund, once payment had been confirmed.
2. Please be sure to provide correct banking information to ensure proper and timely deposit of funds. If the student provides incorrect details of the bank, the college will not be responsible for the refund made.
3. Students will not be refunded for ancillary costs and services such as medical insurance, bank fees any accommodations costs.
4. All refunds are sent back to the country of origin and will not be made to students Canadian Accounts
5. Medical insurance provided through the group plan will end when student withdraws from the College.

**Student Declaration:**

I have carefully read the above information and I completely understand the meaning of this agreement.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

**Exhibit P-3:**

Confirmatory communication addressed to Kaur

October 25, 2019

Kiranpreet Kaur  
Vill- Umedpur, PO Sahnewal, Ludhiana  
Punjab, India 141120

**RE: Letter of Acceptance**

Dear Kiranpreet,

Congratulations! You have been accepted to CDE College. This letter contains information to facilitate your application for a CAQ/Study Permit and should be submitted to the respective Canadian High Commission and Immigration Diversite et Inclusion Quebec. For more details please visit [www.cic.gc.ca](http://www.cic.gc.ca).

DLI	O19338281175
CDE Student ID	KAUK251194
Date of Birth	November 25, 1994
Type of School	Licensed Private
Language of Instruction	English
Location of Study	37 Rue Wellington Nord, Sherbrooke (QC) J1H 5A9
Program of Study	Accounting and Management LCA.BB
Academic Status	Full-Time
Level of Study	Diploma – Attestation of College Studies (AEC)
Program Start Date	January 27, 2020
Expiration of Acceptance Letter	February 15, 2020
Length of Program	2 Years   4 Semesters
Expected Date of Completion	January 31, 2022
Fees (approximate; subject to change)	\$29,204.00 CAD (includes health insurance)
Conditions of Acceptance	Bachelors/DEC or equivalent

CDE College in Sherbrooke downtown, Quebec, Canada has a diverse population. It is also popular as a student hub and safe place for students. It is a 40 to 90 mins drive to Montreal, Canada and Vermont State, USA.

CDE College provides free-of-charge arrival services for all our international students. Once your study permit application is granted please inform us if required. We look forward to having you study at CDE College. If you have any questions, please contact us.

Sincerely,



Sonia Gaudreault  
Director General

**Exhibit P-4:**

CDE College's Refund Policy for International Students forwarded to  
Kaur

**Refund Policy for International Students**

Any student seeking a refund from CDE College should consult their educational contract for the rules and regulations governing refunds set by the Ministry of Education of Quebec. Students will be refunded as per those rules. Additional services rendered to the students will be charged as detailed below.

Immigration services for students of CDE College are provided free of service by Rising Phoenix International and its network of partners and associates across the globe. Services provided include but are not limited to the following: preparation, application, advising and monitoring of Canadian student visa application. Preparation, application, advising and monitoring of Certificate d'acceptance du Québec (C.A.Q.) application. Preparation, application, advising and monitoring of travel visa. Preparation, application, advising and monitoring of Co-op work permits where required for program internships. Comparative evolution of student study documents for the purposes of all relevant applications. As mentioned, these services are free of charge for all students who attend CDE College. However, should a student request a refund for any reason or leave the college they will be obligated to pay the balance of these services. All refunds for students who have left the college will have a charge of 4000.00 CAD plus applicable taxes deducted to represent the current market rate of these services.

Accommodation services and airport pick ups are provided free of charge for the first semester for all international students attending CDE College by Rising Phoenix International. Students will be placed in centrally in the Sherbrooke region within public transit ranges for the College. As accommodations are rented and prepared in advance of the student's arrival in Canada, should a student seek a refund or leave the college at CDE College a penalty of \$2500.00 plus applicable taxes will be withheld from any refund granted to the student.

I have read and acknowledge the following details and agree to the penalties and conditions stipulated. I acknowledge that should I seek a refund from CDE College, I will be granted my refund as per the laws and regulations of the Ministry of education of Quebec with the above-mentioned penalties applied.

**Student Declaration**

I have carefully read the above information and I completely understand the meaning of this agreement. It has been translated for me if required.

KAUR  
Student Last Name  
24/9/19  
Date (DD/MM/YY)

KIRANPREET  
Student First Name  
Kiranpreet Kaur  
Signature

Witnessed by:

VERMA  
Witness Last Name  
24/9/19  
Date (DD/MM/YY)

SHIVANI  
Witness First Name  
Shivani Verma  
Signature



**Exhibit P-5:**

CDE Withdrawal Form pertaining to Muneet

CDE International Withdrawal Form

**STUDENT NAME:** Muneet  
**STUDENT ID:** MUNM170999

<b>Amount Paid:</b>	<b>\$15,837.00</b>
<b>Duration of contract:</b>	<b>\$0.00</b>
<b>Penalty Balance:</b>	<b>\$0.00</b>
<b>Accommodation Fees:</b>	<b>\$2,500.00</b>
<b>Health Insurance/Bank Fees:</b>	<b>\$916.00</b>
<b>Penalty fees for services rendered:</b>	<b>\$4,000.00</b>
<b>BALANCE TO BE REFUNDED:</b>	<b>\$8,421.00</b>

**REASON FOR WITHDRAWAL:**

**BANKING INFORMATION**

**BANK NAME:**  
**BANK ADDRESS:**  
**BENEFICIARY NAME:**  
**BENEFICIARY ADDRESS:**  
**ACCOUNT NUMBER:**  
**SWIFT CODE:**  
**IFSC CODE:**

**Points to Note:**

1. CDE International will provide the refund, once payment had been confirmed.
2. Please be sure to provide correct banking information to ensure proper and timely deposit of funds. If the student provides incorrect details of the bank, the college will not be responsible for the refund made.
3. Students will not be refunded for ancillary costs and services such as medical insurance, bank fees any accommodations costs.
4. All refunds are sent back to the country of origin and will not be made to students Canadian Accounts
5. Medical insurance provided through the group plan will end when student withdraws from the College.

**Student Declaration:**

I have carefully read the above information and I completely understand the meaning of this agreement.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

**Exhibit P-6:**

Confirmatory communication addressed to Muneet



INFORMATIQUE - ADMINISTRATION

August 19, 2019

Muneet  
Quarter 245, Police Line, Lawrence Road  
Amritsar, Punjab, India 143001

**RE: Letter of Acceptance**

Dear Muneet,

Congratulations! You have been accepted to CDE College. This letter contains information to facilitate your application for a CAQ/Study Permit and should be submitted to the respective Canadian High Commission and Immigration Diversite et Inclusion Quebec. For more details please visit [www.cic.gc.ca](http://www.cic.gc.ca).

DLI	O19338281175
CDE Student ID	MUNM170999
Date of Birth	September 17, 1999
Type of School	Licensed Private
Language of Instruction	English
Location of Study	37 Rue Wellington Nord, Sherbrooke (QC) J1H 5A9
Program of Study	Business Management LCA.AK
Academic Status	Full-Time
Level of Study	Diploma – Attestation of College Studies (AEC)
Program Start Date	January 27, 2020
Expiration of Acceptance Letter	February 15, 2020
Length of Program	2 Years   4 Semesters
Expected Date of Completion	January 31, 2022
Fees (approximate; subject to change)	\$29,204.00 CAD (includes health insurance)
Conditions of Acceptance	Grade 12 or equivalent

CDE College in Sherbrooke downtown, Quebec, Canada has a diverse population. It is also popular as a student hub and safe place for students. It is a 40 to 90 mins drive to Montreal, Canada and Vermont State, USA.

CDE College provides free-of-charge arrival services for all our international students. Once your study permit application is granted please inform us if required. We look forward to having you study at CDE College. If you have any questions, please contact us.

Sincerely,

Sonia Gaudreault  
Director General

**Exhibit P-7:**

CDE College's Refund Policy for International Students forwarded to  
Muneet

**Refund Policy for International Students**

Any student seeking a refund from CDE College should consult their educational contract for the rules and regulations governing refunds set by the Ministry of Education of Quebec. Students will be refunded as per those rules. Additional services rendered to the students will be charged as detailed below.

Immigration services for students of CDE College are provided free of service by Rising Phoenix International and its network of partners and associates across the globe. Services provided include but are not limited to the following: preparation, application, advising and monitoring of Canadian student visa application, Preparation, application, advising and monitoring of Certificate d'acceptance du Québec (C.A.Q.) application, Preparation, application, advising and monitoring of travel visa, Preparation, application, advising and monitoring of Co-op work permits where required for program internship. Comparative evaluation of student study documents for the purposes of all relevant applications. As mentioned, these services are free of charge for all students who attend CDE College. However, should a student request a refund for any reason or leave the college they will be obligated to pay the balance of these services. All refunds for students who have left the college will have a charge of 4000.00 CAD plus applicable taxes deducted to represent the current market rate of these services.

Accommodation services and airport pick ups are provided free of charge for the first semester for all international students attending CDE College by Rising Phoenix International. Students will be placed in centrally in the Sherbrooke region within public transit ranges for the College. As accommodations are rented and prepared in advance of the student's arrival in Canada, should a student seek a refund or leave the college at CDE College a penalty of \$2500.00 plus applicable taxes will be withheld from any refund granted to the student.

I have read and acknowledge the following details and agree to the penalties and conditions stipulated. I acknowledge that should I seek a refund from CDE College, I will be granted my refund as per the laws and regulations of the Ministry of education of Quebec with the above-mentioned penalties applied.

**Student Declaration**

I have carefully read the above information and I completely understand the meaning of this agreement. It has been translated for me if required.

Muneet

Student Last Name

Muneet

Student First Name

19/11/2019

Date (DD/MM/YY)

Muneet

Signature

**Witnessed by:**Subhinder Singh

Witness Last Name

Subhinder Singh

Witness First Name

3 19/11/2019

Date (DD/MM/YY)

Subhinder Singh

Signature

CDE College

37 Rue Wellington N, Sherbrooke, QC J1H 5A9

[www.cdeinternational.com](http://www.cdeinternational.com)[info@cdeinternational.com](mailto:info@cdeinternational.com)

**Exhibit P-8:**

Extracts from the Quebec enterprise registry for Respondents'



## Rechercher une entreprise au registre

### État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2020-10-27 10:27:14

#### État des informations

##### Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1172583222
Nom	Phénix Ascendant International Inc.
Version du nom dans une autre langue	Rising Phoenix International Inc.

##### Adresse du domicile

Adresse	2140 rue de la Montagne, 3rd Floor Montréal Québec H3G1Z7 Canada
---------	------------------------------------------------------------------------

##### Adresse du domicile élu

Adresse	Aucune adresse
---------	----------------

##### Immatriculation

Date d'immatriculation	2017-03-06
Statut	Immatriculée
Date de mise à jour du statut	2017-03-06
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

##### Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2017-03-03 Constitution



Régime constitutif	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)
Régime courant	CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44

**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2020-10-07
Date de la dernière déclaration de mise à jour annuelle	2020-02-17 2019
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2021-07-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2020-09-30

**Faillite**

L'entreprise n'est pas en faillite.

**Fusion et scission**

Aucune fusion ou scission n'a été déclarée.

**Continuation et autre transformation**

La personne morale a fait l'objet d'une continuation.

Loi applicable	CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44
Date de la continuation ou autre transformation	2017-05-31

**Liquidation ou dissolution**

Aucune intention de liquidation ou de dissolution n'a été déclarée.

**Activités économiques et nombre de salariés**

**1<sup>er</sup> secteur d'activité**

Code d'activité économique (CAE)	9999
Activité	Autres services
Précisions (facultatives)	Education Consultation, International Student recruitment

**2<sup>e</sup> secteur d'activité**

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

Nombre de salariés au Québec

De 1 à 5

**Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**

**Actionnaires**

**Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom de famille	Bonneville
Prénom	Caroline
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

**Deuxième actionnaire**

Nom de famille	Mastantuono
Prénom	Christina
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

**Troisième actionnaire**

Nom de famille	Mastantuono
Prénom	Joseph
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

**Convention unanime des actionnaires**

Il existe une convention unanime des actionnaires.

**Liste des administrateurs**

Nom de famille	Bonneville
Prénom	Caroline
Date du début de la charge	2017-03-03
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

Nom de famille	Mastantuono
Prénom	Christina
Date du début de la charge	2017-03-03
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

Nom de famille	Mastantuono
Prénom	Joseph
Date du début de la charge	2017-03-03
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

**Établissements**

Numéro et nom de l'établissement	Adresse	Activités économiques (CAE)
<b>0004 - Phénix Ascendant International Inc.</b>	2384 rue Chopin Montréal (Québec) H8N2H6 Canada	Autres services (9999)
<b>(Établissement principal)</b>		
0003 - Institut Supérieur Informatique ISI-International	255 boul. Crémazie E Montréal (Québec) H2M1L5 Canada	Autres services (9999)
0002 - International CSM	800 boul. De Maisonneuve E Montréal (Québec) H2L4L8 Canada	Autres services (9999)
0001 - Universel International	A-2322-101 rue Saint-Jean-Bosco Gatineau Québec J8Y3G5 Canada	Autres services (9999)

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

**Index des documents**

**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2020-10-07
Déclaration de mise à jour courante	2020-06-16
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2020-02-17
Déclaration de mise à jour courante	2019-11-11
Déclaration de mise à jour courante	2019-09-09
Déclaration de mise à jour courante	2019-05-16
Déclaration de mise à jour courante	2019-02-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2019-01-18
Déclaration de mise à jour courante	2018-09-28
Déclaration de mise à jour courante	2018-09-26
Déclaration de mise à jour courante	2018-09-21
Déclaration de mise à jour courante	2018-09-04
Déclaration de mise à jour courante	2018-06-29
Déclaration de mise à jour courante	2018-06-19
Déclaration de mise à jour courante	2018-06-11
Déclaration de mise à jour courante	2018-05-25
Déclaration de mise à jour courante	2018-02-07
Déclaration de mise à jour courante	2018-02-06
Certificat de changement de régime	2017-06-01
Attestation d'autorisation à se continuer	2017-05-31
Déclaration initiale	2017-03-06
Certificat de constitution	2017-03-06

### Index des noms

Date de mise à jour de l'index des noms	2019-09-09
-----------------------------------------	------------

### Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
Phénix Ascendant International Inc.	Rising Phoenix International Inc.	2017-03-03		En vigueur

### Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
Aviron International		2019-02-27		En vigueur
Bureau de Phénix Ascendant International en Chine	Rising Phoenix International China Office	2018-02-06		En vigueur
Bureau de Phénix Ascendant International en Corée du Sud	Rising Phoenix International South Korea Office	2018-02-07		En vigueur

Bureau de Phénix Ascendant International en Inde	Rising Phoenix International India Office	2018-02-06		En vigueur
CCSQ International		2018-09-26		En vigueur
Collège M International	M College International	2019-09-09		En vigueur
Immigration Phénix Ascendant	Rising Phoenix Immigration	2018-09-21		En vigueur
Institut Supérieur Informatique ISI- International	Informative Superior Institute ISI- International	2018-06-29		En vigueur
International CDE	CDE International	2018-09-28		En vigueur
International CSM	CSM International	2018-05-25		En vigueur
International Héritage	Heritage International	2018-09-28		En vigueur
International M	M International	2019-09-09		En vigueur
O'Sullivan International		2019-05-16		En vigueur
Rives de l'est International	Eastern Shores International	2018-09-04		En vigueur
Universel International		2018-05-25		En vigueur
étudiants international Centennial	Centennial International Students	2018-06-11	2018-06-19	Antérieur



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## Rechercher une entreprise au registre

### État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2020-09-08 12:45:11

#### État des informations

##### Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1175386367
Nom	CDSQ IMMOBILIER INC.

##### Adresse du domicile

Adresse	800-1980 rue Sherbrooke O Montréal (Québec) H3H1E8 Canada
---------	-----------------------------------------------------------------

##### Adresse du domicile élu

Adresse	Aucune adresse
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##### Immatriculation

Date d'immatriculation	2020-04-29
Statut	Immatriculée
Date de mise à jour du statut	2020-04-29
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

##### Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2020-04-29 Constitution
Régime constitutif	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)

Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)
----------------	-------------------------------------------------------------

**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2020-07-02
Date de la dernière déclaration de mise à jour annuelle	Aucune déclaration de mise à jour annuelle n'a été produite à ce jour.
Date de fin de la période de production de la déclaration de mise à jour annuelle	

**Faillite**

L'entreprise n'est pas en faillite.
-------------------------------------

**Fusion et scission**

La personne morale a fait l'objet de fusion(s).
-------------------------------------------------

Type	Loi applicable	Date	Nom et domicile de la personne morale	Composante	Résultante
Fusion simplifiée	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)	2020-07-01	9328-0170 Québec inc. 800-1980 rue Sherbrooke O Montréal (Québec) H3H1E8 Canada	1171201602	1175386367
			GESTION K.A.J.A. INC. 800-1980 rue Sherbrooke O Montréal (Québec) H3H1E8 Canada	1142550780	
			9042-0704 QUÉBEC INC. 910 boul. Curé-Poirier O Longueuil (Québec) J4K2C7 Canada	1146207940	

**Continuation et autre transformation**

Aucune continuation ou autre transformation n'a été déclarée.
---------------------------------------------------------------

**Liquidation ou dissolution**

Aucune intention de liquidation ou de dissolution n'a été déclarée.
---------------------------------------------------------------------

**Activités économiques et nombre de salariés**

**1<sup>er</sup> secteur d'activité**

Code d'activité économique (CAE)	7599
Activité	Autres exploitants immobiliers

Précisions (facultatives)	Investissement d'immeubles
---------------------------	----------------------------

**2<sup>e</sup> secteur d'activité**

Aucun renseignement n'a été déclaré.
--------------------------------------

**Nombre de salariés**

Nombre de salariés au Québec
Aucun

**Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**

**Actionnaires**

<b>Premier actionnaire</b>	
Le premier actionnaire est majoritaire.	
Nom de famille	Bonneville
Prénom	Caroline
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

<b>Deuxième actionnaire</b>	
Nom de famille	Mastantuono
Prénom	Joseph
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

<b>Troisième actionnaire</b>	
Nom de famille	Mastantuono
Prénom	Christina
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

**Convention unanime des actionnaires**

Il n'existe pas de convention unanime des actionnaires.
---------------------------------------------------------

**Liste des administrateurs**

Nom de famille	Bonneville
Prénom	Caroline



Date du début de la charge	2020-04-29
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

Nom de famille	Mastantuono
Prénom	Christina
Date du début de la charge	2020-04-29
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

Nom de famille	Mastantuono
Prénom	Joseph
Date du début de la charge	2020-04-29
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

**Établissements**

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

**Index des documents**

**Documents conservés**

Type de document	Date de dépôt au registre
Certificat de fusion	2020-07-02

Certificat de fusion	2020-06-29
Déclaration initiale	2020-05-12
Certificat de constitution	2020-04-29

**Index des noms**

Date de mise à jour de l'index des noms	2020-04-29
-----------------------------------------	------------

**Nom**

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
CDSQ IMMOBILIER INC.		2020-04-29		En vigueur

**Autres noms utilisés au Québec**

Aucun autre nom utilisé au Québec n'a été déclaré.
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## Rechercher une entreprise au registre

### État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2020-09-08 11:12:48

#### État des informations

##### Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1142331736
Nom	ÉCOLE D'ADMINISTRATION ET DE SECRÉTARIAT DE LA RIVE SUD INC.

##### Adresse du domicile

Adresse	910 boul. Curé-Poirier O Longueuil (Québec) J4K2C7 Canada
---------	-----------------------------------------------------------------

##### Adresse du domicile élu

Adresse	Aucune adresse
---------	----------------

##### Immatriculation

Date d'immatriculation	1995-02-06
Statut	Immatriculée
Date de mise à jour du statut	1995-02-06
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

##### Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1972-04-27 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies, Partie 1 (RLRQ, C. C-38)

Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)
----------------	-------------------------------------------------------------

**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2020-07-02
Date de la dernière déclaration de mise à jour annuelle	2019-12-20 2019
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2021-01-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2020-01-01

**Faillite**

L'entreprise n'est pas en faillite.

**Fusion et scission**

Aucune fusion ou scission n'a été déclarée.

**Continuation et autre transformation**

La personne morale a fait l'objet d'une continuation.

Loi applicable	
Date de la continuation ou autre transformation	2009-06-30

**Liquidation ou dissolution**

Aucune intention de liquidation ou de dissolution n'a été déclarée.

**Activités économiques et nombre de salariés**

**1<sup>er</sup> secteur d'activité**

Code d'activité économique (CAE)	8511
Activité	Enseignement maternel, primaire et secondaire
Précisions (facultatives)	-

**2<sup>e</sup> secteur d'activité**

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

Nombre de salariés au Québec

De 1 à 5

**Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**

**Actionnaires**

**Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom	CDSQ Immobilier Inc.
Adresse	800-1980 rue Sherbrooke O Montréal (Québec) H3H1E8 Canada

**Convention unanime des actionnaires**

Il n'existe pas de convention unanime des actionnaires.

**Liste des administrateurs**

Nom de famille	Bonneville
Prénom	Caroline
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

Nom de famille	Mastantuono
Prénom	Christina
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

Nom de famille	Mastantuono
Prénom	Joseph
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

**Établissements**

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

**Index des documents**

**Documents conservés**

<b>Type de document</b>	<b>Date de dépôt au registre</b>
Déclaration de mise à jour courante	2020-07-02
Déclaration de mise à jour courante	2020-06-03
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-12-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-12-18
Déclaration de mise à jour courante	2018-04-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-12-22
Déclaration de mise à jour courante	2017-10-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-12-02
Déclaration de mise à jour courante	2016-10-27
Déclaration de mise à jour courante	2016-04-13
Déclaration de mise à jour courante	2016-04-11
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-11-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-11-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-11-05
Déclaration de mise à jour courante	2013-09-09
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-10-30
Déclaration de mise à jour courante	2012-02-24
Déclaration annuelle 2011	2011-10-28
État et déclaration de renseignements 2010	2010-11-05
État et déclaration de renseignements 2009	2009-11-18
Certificat de continuation	2009-07-03
État et déclaration de renseignements 2008	2008-11-12

État et déclaration de renseignements 2007	2007-11-06
État et déclaration de renseignements 2006	2006-11-30
Déclaration modificative	2006-09-08
Déclaration modificative	2006-07-05
Déclaration annuelle 2005	2006-03-01
Déclaration annuelle 2004	2004-12-07
Déclaration annuelle 2003	2003-12-09
Déclaration annuelle 2002	2002-12-02
Déclaration annuelle 2001	2002-02-18
Déclaration annuelle 2000	2002-02-14
Avis de défaut	2001-05-23
Déclaration annuelle 1999	1999-12-17
Déclaration annuelle 1998	1999-03-05
Déclaration annuelle 1997	1998-03-30
Déclaration annuelle 1996	1997-02-25
Déclaration annuelle 1995	1997-02-25
Avis de défaut	1996-06-08
Déclaration d'immatriculation	1995-02-06

#### Index des noms

Date de mise à jour de l'index des noms	2013-09-09
-----------------------------------------	------------

#### Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ÉCOLE D'ADMINISTRATION ET DE SECRÉTARIAT DE LA RIVE SUD INC.		1972-04-27		En vigueur

#### Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ALLIANCE AVENIR		2013-09-09		En vigueur
COLLÈGE DE COMPTABILITÉ ET DE SECRÉTARIAT DU QUÉBEC, CAMPUS DE LONGUEUIL INC.		2006-07-05		En vigueur
LES COLLÈGES DE COMPTABILITÉ ET DE SECRÉTARIAT DU QUÉBEC INC.		2006-09-08		En vigueur



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## Rechercher une entreprise au registre

### État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2020-09-04 14:14:42

#### État des informations

##### Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1141324047
Nom	COLLÈGE DE L'ESTRIE INC.

##### Adresse du domicile

Adresse	37 rue Wellington N Sherbrooke (Québec) J1H5A9 Canada
---------	-------------------------------------------------------------

##### Adresse du domicile élu

Nom de l'entreprise	Collège de l'Estrie
---------------------	---------------------

Adresse	37 rue Wellington N Sherbrooke (Québec) J1H5A9 Canada
---------	-------------------------------------------------------------

##### Immatriculation

Date d'immatriculation	1994-11-09
Statut	Immatriculée
Date de mise à jour du statut	1994-11-09
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

##### Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1994-10-14 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies partie 1A, RLRQ, C. C-38
Régime courant	QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1)



**Dates des mises à jour**

Date de mise à jour de l'état de renseignements	2020-09-02
Date de la dernière déclaration de mise à jour annuelle	2020-09-02 2020
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2021-01-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2019	2020-01-01

**Faillite**

L'entreprise n'est pas en faillite.

**Fusion et scission**

Aucune fusion ou scission n'a été déclarée.

**Continuation et autre transformation**

Aucune continuation ou autre transformation n'a été déclarée.

**Liquidation ou dissolution**

Aucune intention de liquidation ou de dissolution n'a été déclarée.

**Activités économiques et nombre de salariés****1<sup>er</sup> secteur d'activité**

Code d'activité économique (CAE)	8591
Activité	Autres services d'enseignement
Précisions (facultatives)	FORMATION COLLEGIAL

**2<sup>e</sup> secteur d'activité**

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

Nombre de salariés au Québec  
De 6 à 10

**Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir****Actionnaires****Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom

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

Adresse	910 boul. Curé-Poirier O Longueuil (Québec) J4K2C7 Canada
---------	--------------------------------------------------------------

**Convention unanime des actionnaires**

Il n'existe pas de convention unanime des actionnaires.

**Liste des administrateurs**

Nom de famille	Bonneville
Prénom	Caroline
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	2384 rue Chopin Montréal (Québec) H8N2H6 Canada

Nom de famille	Mastantuono
Prénom	Christina
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Secrétaire, Trésorier
Adresse	878 95e Avenue Laval (Québec) H7W3V4 Canada

Nom de famille	Mastantuono
Prénom	Joseph
Date du début de la charge	2020-06-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	510 Beaurepaire Dr. Beaconsfield (Québec) H9W3C6 Canada

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

**Établissements**

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

**Index des documents****Documents conservés**

<b>Type de document</b>	<b>Date de dépôt au registre</b>
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2020-09-02
Déclaration de mise à jour courante	2020-06-03
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-12-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-12-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-12-22
Déclaration de mise à jour courante	2017-10-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-12-02
Déclaration de mise à jour courante	2016-06-20
Déclaration de mise à jour courante	2016-03-10
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-11-17
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-11-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-11-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-12-21
Déclaration de mise à jour courante	2012-12-03
Déclaration de mise à jour courante	2012-07-27
Déclaration de mise à jour courante	2011-10-20
Déclaration de mise à jour courante	2011-10-19
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-10-06
État et déclaration de renseignements 2010	2011-01-21
Déclaration modificative	2010-03-31
État et déclaration de renseignements 2009	2009-11-25
État et déclaration de renseignements 2008	2008-12-10
État et déclaration de renseignements 2007	2007-11-29
Certificat de modification	2007-06-08
État et déclaration de renseignements 2006	2007-01-27
Déclaration modificative	2006-02-01
Déclaration annuelle 2005	2006-01-19
Déclaration modificative	2005-09-02
Déclaration annuelle 2004	2004-10-30
Déclaration annuelle 2003	2003-11-04
Déclaration modificative	2003-08-26
Certificat de modification	2003-06-16
Déclaration annuelle 2002	2002-11-01
Déclaration annuelle 2001	2001-10-29
Déclaration annuelle 2000	2000-11-13
Déclaration annuelle 1999	1999-09-25
Déclaration annuelle 1998	1998-12-03
Déclaration annuelle 1997	1997-12-23
Déclaration annuelle 1996	1997-01-31
Déclaration annuelle 1995	1996-01-18
Déclaration initiale	1995-07-27
Certificat de constitution	1994-11-09

**Index des noms**

**Exhibit P-9:**

Rising Phoenix's website page which identifies these other institutions



[Home](#)
[About](#)
[Programs](#)
[Student Services](#)
[Partners](#)
[Contact](#)
[Apply](#)
[News](#)

EN

## RISING PHOENIX INTERNATIONAL PARTNER INSTITUTIONS

Rising Phoenix International works with many educational institutions to offer a wide variety of programs and options for international students looking to come to Canada. With our partner institutions we work most closely, to service the educational needs of our International Students. We are proud of all our partnerships and continually strive to build new ones to give our students the very best Canada has to offer!



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INSTITUT TECHNIQUE  
TECHNICAL INSTITUTE  
DE MONTRÉAL

**M**  
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OF CANADA

**CDE** COLLÈGE

**Heritage**  
COLLEGE  
CÉGEP

**CCSQ**

Collège de comptabilité  
et de secrétariat du Québec

**COSMOD** ME



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## ABOUT US

Rising Phoenix International is dedicated to improving the quality of educational experiences for students and institutions alike. We believe that we are all part of an ever-growing global community. It is our passion to create opportunities for students to realize their dreams of studying abroad.

Our team works diligently with Educational Institutions to bring innovation to their branding and expand their market presence across the world. Customer service is the foundation of everything we do and our promise is that students, educators, and institutions can realize greater success together by joining in the global education initiative of bringing internationalism to the classroom.

Students  
Expert Advice

At Rising Phoenix International, we work with students and institutions with a comprehensive approach. We believe in servicing the totality of the educational experience for an international student; helping students achieve their future educational and career goals.

Coming to another country to study is a daunting task. Whether it be for advice related to your strategic plan, acclimating to a new country or community, choosing a place to live, navigating your new city, planning the next step, or whatever your needs are as a new student, Rising Phoenix will be with you every step of the way.



International Consulting  
A Comprehensive Approach

For institutions we offer a complete strategic marketing and management plan for them to begin hosting international students. Building a brand internationally, expanding into new markets, managing the challenges of integration and acclimation for arriving students. RPINTL will help your institution focus on what it does best, deliver a premium educational experience to the bright young minds of tomorrow.

Contact

Call

Careers

1-514-405-2266

1-844-577-4685 *To" free*



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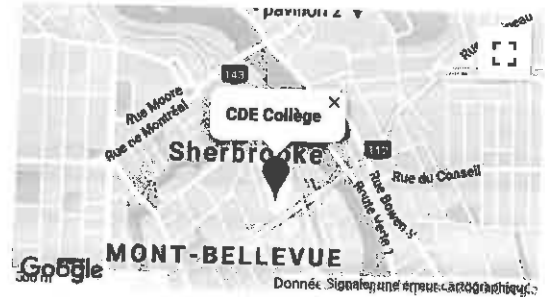
# CDE COLLÈGE CAMPUS DE SHERBROOKE

is Offered  
t Services  
ose CDE  
Apply

Located in the heart of downtown Sherbrooke, surrounded by cafes, trendy restaurants and unique shops, **CDE College** welcomes students from across the region looking for opportunities for professional development and career training.

**CDE College** prides itself on its commitment to excellence and its reputation with employers throughout the region and the province of Quebec. **CDE's** graduates are well respected for their knowledge, skills and adaptability to the needs of the workforce

Students at **CDE** are welcomes by a staff of trained professionals whose passion is education. **CDE's** dedicated teaching staff work with each student to help develop their strengths and prepare them to be competitive members of the workforce. CDE College develops partnerships with business throughout the region to create opportunities for their students through internships and job fairs.



CDE Collège  
37, Wellington Nord  
Sherbrooke, Québec  
J1H 5A9  
<https://www.cde-college.com>



Designated Learning Institution  
DLI#: 019338281175





## Programs offered at CDE COLLEGE

### Business and Finance Services



**A.E.C. (Attestations d'études collégiales) | Sherbrooke, Quebec**

- [Gestion de commerces | LCA.AK](#)
- [Business Management | LCA.AK](#)

### Information and Technology



**A.E.C. (Attestations d'études collégiales) | Sherbrooke, Quebec**

- [Designer de sites Web | LEA.1M](#)
- [Website Designer | LEA.1M](#)
- [Gestion de réseaux informatiques | LEA.9U](#)
- [Network Administration | LEA.9U](#)
- [Programmeur-analyste, développement d'applications Web | LEA.9Q](#)
- [Application Development | LEA.9Q](#)



## SHERBROOKE

Sherbrooke is the primary economic, political, cultural and institutional centre of Estrie, and was known as the Queen of the Eastern Townships at the beginning of the 20th century.

Sherbrooke has the largest concentration of students in Quebec. There are eight institutions educating 40,000 students. Sherbrooke hosts 10.32 students per 100 inhabitants. In proportion to its population.

This has led to a vibrant and exciting population that thrives on education and has created a rich cultural diversity.

[Learn More](#)

## Why choose CDE?

### Cutting Edge Programs and Training

With many programs to choose from CDE is committed to offering programs and training designed to meet the needs of employers across the region and Quebec. It is their goal to make CDE graduates sought after by employers.

### Internships and placement

CDE Students on their internship will be placed as some of the best companies in the region. This will allow students to learn on the job and network with potential employers and workers in their field. For International students this will allow them to integrate more fully into the job market before graduation.

### A Staff that cares about you!

The staff at CDE are professional educators with a passion and commitment to learning. They believe that each student is part of the CDE Family and thus works dilligently to promote their success, helping prepare each student to create a bright future for themselves.

### The City of Sherbrooke

Home to more students per ca-pita than anywhere else in Quebec, the city of Sherbrooke is a vibrant city with a young feel. It's people are warm and welcoming and students will be able to work, live and learn in surrounded by like minded individuals. The grandeur and beauty of the area is the jewel of the region.

APPLY TODAY

Contact

Call

Careers

1-514-405-2266

1-344-577-4685 *Toll free*



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N° : 500-06-001097-209

**SUPERIOR COURT**  
(CLASS ACTION)  
**District of Montréal**

**KIRANPREET KAUR**  
-and-  
**MUNEET MUNEEET**

**APPLICANTS**

**v.**

**RISING PHOENIX INTERNATIONAL INC. /  
PHÉNIX ASCENDANT INTERNATIONAL INC.,  
ET AL.**

**RESPONDENTS**

**APPLICATION FOR AUTHORIZATION TO  
INSTITUTE A CLASS ACTION AND TO  
APPOINT THE APPLICANTS AS  
REPRESENTATIVES OF THE CLASS**

(Art. 571 and ff of the Civil Code of Procedure)

**ORIGINAL**



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