

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
No. 500-11-063575-241

**SUPERIOR COURT**  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
Companies' Creditors Arrangement Act, R.S.C.  
1995, c. 36, as amended)

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**IN THE MATTER OF THE COMPROMISE  
OR ARRANGEMENT OF:**

**DICEPIZZA S DE RL DE CV**, a legal person  
duly incorporated having its registered office  
at 118-Z-4P1/2 Parcela, in the city of Palo  
Alto, district of Querétaro, Mexico, 76213

Applicant

**ANFIS ENTERPRISES INC.**

-and-

**9407-5173 QUÉBEC INC.**

Debtors

-and-

**RAYMOND CHABOT INC.**, a legal person  
duly incorporated having a place of business  
at 600 de la Gauchetière Street West, suite  
2000, Montréal, Québec, H3B 4L8

Proposed monitor

-and-

**FERNANDO REYES-DORADOR**, domiciled  
and residing at 5-1270 Montcalm Street, in  
the city and judicial district of Montréal,  
Province of Québec, H2L 3G7

**APPLICATION FOR THE ISSUANCE OF AN INITIAL ORDER, AN AMENDED AND  
RESTATED INITIAL ORDER AND OTHER RELIEF**

Sections 11 and following, 23 and 36 of the *Companies' Creditors Arrangement Act*  
("CCAA")

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**TO THE HONOURABLE JUSTICE MICHEL A. PINSONNAULT OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION IN AND FOR THE JUDICIAL DISTRICT OF MONTREAL, THE APPLICANT RESPECTFULLY SUBMITS:**

**INTRODUCTION**

1. On Friday, February 16, 2024, at around noon, DicePizza S De RL De CV (the “**Applicant**” or “**DicePizza**”) and the Debtors’ secured creditors were served by the Debtors with a *Motion for the Issuance of a First Day Initial Order and an Amended and Restated Initial Order* under the CCAA (the “**Debtors’ Motion**”), that, if authorized, would be highly prejudicial to the Applicant, the Debtors’ secured creditors and other affected stakeholders.
2. All capitalized terms not defined herein shall bear the meaning ascribed to them in the Debtors’ Motion.
3. The Debtors’ Motion was made returnable in front of this Honourable Court the following business day, Monday February 19, 2024, at 2:00 p.m. At the time the Debtors’ Motion was served, the Debtors were not in default towards their secured creditors, failing to justify the urgency of such exceptional proceeding and recourse.
4. Moreover, the allegation to the fact that insurance payments had to be made before February 21, 2024, for the Properties to be insured, could not justify the urgency of the presentation of the Debtors’ Motion, since it is provided and permitted in the Mareva Orders issued in the context of the Civil Proceedings, that such payment could be authorized as agreed upon between the parties pursuant to Justice Narang’s order rendered on October 27, 2023, communicated herewith as **Exhibit D-1** (paragraphs H and F), as one such payment had previously been authorized per Justice Lussier’s judgment rendered on September 22, 2023, communicated herewith as **Exhibit D-2** (page 2).
5. Upon informing the Debtors counsel that failing a postponement of the initial presentation of the Debtors’ Motion, same would be vigorously contested by the Applicant, the Debtors agreed to postpone the presentation of the Debtors’ Motion until March 11, 2024, provided that a stay in favour of the Debtors be ordered by this Honourable Court until such date, and that the Mareva Order be lifted for the sole purposes of the insurance payment to be made by the Debtors, which was indeed ordered, the whole as appears from the minutes of the hearing of the Debtors’ Motion on February 19, 2024, and the safeguard order rendered by this Honourable Court it includes, copy of which is communicated herewith as **Exhibit D-3**.
6. During this adjournment period, several discussions and working sessions between both the Applicant and the Debtors’ representatives were held, the parties finally coming to an agreement which provides that the Applicant will present to this Honourable Court its own creditor driven *Application for the issuance of an initial order, an amended and restated initial order and other relief* (the “**Creditor’s**”).

**Application**”), the content of which the Debtors would have agreed to and which shall not be contested by the Debtors, the latter withdrawing their Debtors’ Motion.

7. Moreover, both the Applicant and the Debtors agreed to present Raymond Chabot Inc. (“**RCI**”) as Proposed Monitor, and that the draft First Day Order and the draft Initial Order sought by the Applicant are agreed to by the Debtors.
8. Finally, and pursuant to numerous discussions with the Debtors’ secured creditors, the Applicant understands that same are in support of the Creditor’s Application and agree that the Debtors’ restructuring process be supervised by RCI as Proposed Monitor, with extended powers necessary to manage the Debtors’ affairs and assets and to implement the restructuring / liquidation process.
9. DicePizza is the Debtors’ most significant unsecured creditor, having a claim of over \$5,840,026.41 against the Debtors, the context and details of which are fully described in the present Creditor’s Application.
10. The Applicant hereby seeks the intervention of the Court in accordance with the CCAA to attempt to preserve and maximize the value of the Debtors’ assets, as it is directly impacted by such value, ranking after the Debtors’ secured creditors.
11. The intervention of this Court is necessary in order for the Applicant and all of the Debtors’ stakeholders to benefit from a court-supervised liquidation process under the CCAA, which requires the Debtors to maintain some of their activities to, ultimately, maximize realization.
12. For the reasons fully exposed in the present Creditor’s Application, DicePizza argues that said court-supervised CCAA liquidation process should be supervised and executed by RCI, given the extent of the Applicant’s exposure and the origin thereof, the actions and behaviour of the Debtors’ principal, Mr. Fernando Reyes (“**Mr. Reyes**”), and the Applicant complete loss of confidence in the Debtors’ management.
13. Therefore, the Applicant hereby seeks the issuance of an initial order (the “**First Day Order**”) under the CCAA providing for, *inter alia*, the following reliefs:
  - i) the appointment of RCI, a licensed insolvency trustee, as a “super” monitor with all the powers necessary to manage the Debtors’ affairs and assets and to implement the restructuring / liquidation process;
  - ii) a stay of proceedings against the Debtors for an initial period of ten (10) days in accordance with the CCAA (the “**Stay Period**”);
  - iii) a sealing order with regards to certain exhibits filed in support of this Application.
14. At the comeback hearing, the Applicant will seek the issuance of an amended and restated initial order (the “**Initial Order**”) providing for, *inter alia*, the following additional reliefs:

- i) the extension of the Stay Period until May 31, 2024;
  - ii) the granting of administration charges;
  - iii) the approval of a debtor-in-possession (“**DIP**”) financing and the granting of a DIP charge;
15. The draft First Day Order sought is communicated herewith as **Exhibit D-4** and the comparison between said draft and the model First Day Order issued by the commercial Division of the Superior Court of Quebec is communicated herewith as **Exhibit D-5**.
16. The draft Initial Order sought at the Comeback Hearing is communicated herewith as **Exhibit D-6** and the comparison between said draft and the model Initial Order issued by the commercial Division of the Superior Court of Quebec is communicated herewith as **Exhibit D-7**.
17. A pre-filing report prepared by the Proposed Monitor is communicated herewith as **Exhibit D-8**.

#### **I. OVERVIEW, CONTEXT, AND LITIGATION**

18. The facts surrounding the relationship, both personal and commercial, between the Applicant and the Debtors, including between their respective principals, Mr. Gonzalo Diaz for the Applicant (“**Mr. Diaz**”), and Mr. Reyes for the Debtors, are elaborated at length in the *Re-Amended Application for the issuance of a Norwich order* (the “**Norwich Application**”), copy of which and of the exhibits filed in its support are communicated herewith, jointly, as **Exhibit D-9**.
19. Such facts can be summarized as follows:
- a) Around 2019, Mr Diaz started to endeavour immigrating to Canada where his daughter was studying;
  - b) A businessman in Mexico, Mr Diaz had a number of business ideas for Canada, including real estate and a fast-food outlet such as DicePizza;
  - c) Mr Reyes, a childhood friend of Mr Diaz, now living in Montreal, offered to assist Mr Diaz/DicePizza in the purchase of real estate, as he had been living and working as a consultant in Canada for over several years;<sup>1</sup>
  - d) Pursuant to an agreement dated July 4, 2019 (the “**Agreement**”) DicePizza sent over USD 4.3 M (CAD 5.75M) to the Debtor Anfis Enterprises Inc. (“**Anfis**”) and 9404-5903 Québec Inc. (“**SharedCo**”), between July 2019 to July 2022 (the “**Transfer Period**”), during which period Mr Reyes

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<sup>1</sup> Paragraphs 24 to 37 of the Norwich Application (Exhibit D-9).

represented to Mr Diaz that he was purchasing in real estate on DicePizza's behalf as per the Agreement;<sup>2</sup>

- e) In application of the Agreement, DicePizza provided sufficient funds for the Properties to be purchased in cash;<sup>3</sup>
  - f) Throughout the course of the Transfer Period, Mr. Reyes insisted on the trust relationship between him and Mr. Diaz, and repeatedly told Mr. Diaz that DicePizza's monies was "safe" and "guaranteed";
  - g) By the end of the Transfer Period, Mr Reyes had advised Mr Diaz that four properties had been purchased, without communicating the actual addresses of said Properties, nor communicating to Mr. Diaz deeds of title;<sup>4</sup>
  - h) In June 2022, when DicePizza asked for documentation to substantiate the use of its funds, Mr. Reyes avoided providing such documentation;<sup>5</sup>
  - i) Mr Reyes eventually couriered a bundle of printed documents which did not concur with the Agreement nor account for the sums transferred by DicePizza's;<sup>6</sup>
  - j) Faced with a blatant breach of trust, DicePizza duly terminated the Agreement on September 30, 2022, and asked for a rendering of account and the return of all assets and amount transferred, which it hasn't obtained to this day;<sup>7</sup>
  - k) In 2023, in an attempt to reconcile the information at hand, DicePizza hired a private investigator who found that the Properties allegedly purchased through Mr. Reyes for the purposes of the Agreement (which represent an investment of about CAD 3.6M), had in fact been acquired by Mr. Reyes's personal company, the Debtor 9407-5173 Québec Inc. ("**9407**" or "**ReyesCo**");<sup>8</sup>
  - l) After each purchase of the Properties, 9407 encumbered same up to their market value, the whole in order to guarantee obligations which remain unclear to Mr. Diaz and DicePizza;<sup>9</sup>
20. On July 31, 2021, DicePizza sought a preliminary *ex parte* Norwich-type order, in order to quickly obtain certain information from the Impleaded parties (as defined therein), to trace the sums transferred by DicePizza and determine where and how said sums were diverted.

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<sup>2</sup> Paragraphs 38 to 44 and Exhibit P-6 of the Norwich Application (Exhibit D-9).

<sup>3</sup> Paragraphs 48 and 49 and Exhibits P-7 and P-8 of the Norwich Application (Exhibit D-9).

<sup>4</sup> Paragraphs 45 to 86 of the Norwich Application (Exhibit D-9).

<sup>5</sup> Paragraphs 87 to 95 and P-14 and P-15 of the Norwich Application (Exhibit D-9).

<sup>6</sup> Paragraphs 96 to 111 and Exhibit P-16 of the Norwich Application (Exhibit D-9).

<sup>7</sup> Paragraphs 112 to 124 and Exhibit P-21 of the Norwich Application (Exhibit D-9).

<sup>8</sup> Paragraphs 131 and 132 and Exhibit P-5 of the Norwich Application (Exhibit D-9).

<sup>9</sup> Paragraphs 134 to 139 and Exhibit P-24 of the Norwich Application (Exhibit D-9).

21. After two hearings, on August 4, 2023, the Norwich Application was granted and an order was issued (the “**Norwich Judgment**”), copy of which is communicated herein as **Exhibit D-10**.
22. Despite the fact that the Norwich Judgment was to remain confidential (seals, non-disclosure, non-publication), following a mistake from the Service des jugements at the Montreal courthouse, Mr. Reyes was sent the Norwich Judgment, as counsel for Anfis and Mr. Reyes officially appearing for same in the context of the Civil Proceedings.
23. Given that DicePizza’s and Debtors’ attorney could not reach an agreement regarding undertaking for the Debtors not to remove or dispose of their assets<sup>10</sup>, the Applicant had no choice but to file a Mareva Application against Mr. Reyes, 9407 and the Debtors (the “**Mareva Application**”), as appears from a copy of the Mareva Application communicated herein, with the exhibits in its support, jointly, as **Exhibit D-11**.
24. The September 8, 2023 presentation of the Mareva Application was first postponed further to some undertakings by Mr Reyes, *inter alia* to freeze all assets under his control including his own and those of the Debtors (“Bisson Order”) and to provide certain documents.
25. On September 19, 2023, the Mareva Application was debated, but judgment reserved until September 22, 2023 to see whether the parties could reach an agreement.
26. On September 21, 2023, Spiegel Sohmer filed a notice of substitution as counsel for Mr Reyes and Anfis and a notice of appearance for 9407 and one of the impleaded parties.
27. A Mareva order was granted on September 22, 2023, which restated some orders of the Bisson Order (the “Lussier Judgment”).
28. The deadlines in the Lussier Judgment were extended by the Pless Judgment, and further varied by the Narang Judgment, the latter two on consent (all judgment jointly, the “**Mareva Orders**”), copies of which are communicated herewith, jointly, as **Exhibit D-12**.
29. It appears from Justice Lussier’s Mareva Order (Exhibit D-12b) that the asset freeze was subject to a few specific carve-outs to preserve the Properties, such as \$9,000 for insurance or school taxes, subject to evidence being provided (in addition to those exceptions provided by law for basic subsistence)<sup>11</sup>.
30. It is to be noted that the documents evidencing the insurance or the insurance payment were never provided.

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<sup>10</sup> Paragraphs 27 to 35 and Exhibits R-1, R-7 and R-10 of the Mareva Application (Exhibit D-11).

<sup>11</sup> Page 2, last paragraph.

31. Despite the Norwich Judgment and the Mareva Orders, on November 17, 2023, DicePizza:
  - a) had not been reimbursed;
  - b) had not received any proper rendering of account (i.e., such as to see and understand where its money went and why it cannot be reimbursed), both for the sums used by the Debtors, Mr Reyes or SharedCo, before and after the termination of the Agreement; and
  - c) was faced with many non-compliances (in full or in part) with a number of the Mareva Orders.
32. Further to the issuance of the Mareva Orders, several documents and proceedings were filed by both the Applicant and the Debtors in the context of the Civil Proceedings, including sworn statements, Defence, case management applications, etc., up until the Debtors' counsel (Spiegel Sohmer Inc.) ceased to represent them as of January 26, 2024, in the Civil Proceedings, the last business day before the schedule pre-trial examinations of Mr Diaz and Mr Reyes, as appears from a copy of the notice to cease representing communicated herewith as **Exhibit D-13**.
33. On February 16, 2024, Spiegel Sohmer notified a CCAA Application on behalf of the Debtors.

## II. APPLICANT'S INTEREST IN THE PROPOSED RESTRUCTURING

34. As explained above and pursuant to the Agreement, the Applicant sent to Anfis and SharedCo over USD 4.3 M (CAD 5.75M) (the "**Total Transfer**"), so that it can be used to purchase real estate in the Applicant's name.
35. The Debtors are still to this day indebted towards the Applicant for the Total Transfer, having diverted such to purchase the Properties in their own name, unbeknownst to the Applicant.
36. The Applicant is therefore a person interested in the matter as defined in section 11 CCAA and has all of the required interest to seek the protection of the CCAA for the benefit of the Debtors' stakeholders.
37. Furthermore, and as demonstrated in the Debtor's Motion, the Applicant is the creditor mostly at risk in the contest of the present CCAA proceedings, as there seems to be enough equity or potential equity on the Properties for all of 9407's secured creditors to be paid in full, Anfis' sole secured creditor, NBC, being fully secured on the GICs, as appears from the Debtor's Motion (paragraphs 48 and following), and more particularly from both cashflows filed in its support as Exhibit R-17 and R-18.
38. Therefore, given the Applicant's risk and the special circumstances pertaining to the nature of the commercial relationship between the Applicant and Anfis, more

fully described in the Agreement, combined with Mr Diaz's complete lack of confidence in Mr Reyes, as demonstrated at length in the Civil Proceedings, it is very important for the Applicant that RCI be appointed as monitor to the Debtor's assets in the present CCAA proceedings, with extended powers to control receipt and disbursements and to essentially run the Debtors' affairs, including the powers to finance, refinance, lease, market and/or sell the Debtors' property, subject, where applicable, to further court approval.

39. Finally, the Applicant will be in a better position than the Debtors to assist the Proposed Monitor in the management of the Debtors' assets, as it has a very high motivation to maximize the value of the Debtors' assets so that it can maximize its recovery chances.
40. For this same reason, the Applicant is willing to finance its proposed restructuring process through a DIP, secured by a DIP charge ranking after any and all encumbrances on the Debtors' assets granted in favour of the Debtors' secured creditors.
41. The Applicant recognizes that the present CCAA proceedings do not result from actions and / or behaviour of the Debtors' secured creditors.
42. For this specific reason, the Applicant considers that the Debtors' secured creditors should not have their respective encumbrances negatively impacted by the restructuring process, and has purposely sought from this Honourable Court CCAA charges (both the DIP Charge and the Administration Charge, as defined below) ranking after the Debtors' secured creditors respective encumbrances.

### **III. THE DEBTORS' BUSINESS AND OPERATIONS**

43. Subject to review by the Proposed Monitor, for the benefit of this section, the Applicant refers this Honourable Court to the Debtors' Motion Background section (paragraphs 8 to 25 of the Debtors' Motion).

### **IV. THE DEBTOR'S CURRENT FINANCIAL SITUATION**

44. Subject to review by the Proposed Monitor, for the benefit of this section, the Applicant refers this Honourable Court to the Debtors' Motion Selected financial data and indebtedness sections (paragraphs 26 to 34 of the Debtors' Motion).

### **V. THE DEBTORS' CURRENT FINANCIAL DIFFICULTIES**

45. Subject to allegations contained in the present Creditor's Application, for the benefit of this section, the Applicant refers this Honourable Court to the Debtors' Motion Current financial difficulties section (paragraph 35 to 47 of the Debtors' Motion), with the following precisions:



- a) The Debtors were provided with the opportunity to petition the Superior Court of Québec in the context of the Civil Litigation in order to have the Mareva Orders partially lifted to allow for the payment of insurance on the Properties, or any other conservatory payment relating to the Properties;
- b) The Mareva Orders were duly rendered by several judges of the Superior Court of Québec, essentially because of the behaviour of Mr. Reyes and his lack of cooperation, especially with regards to the rendering of account requested by the Applicant;
- c) Despite the Debtors' contention to the fact that the Total Transfer represents an investment by the Applicant, it is not what the Agreement clearly establishes, such Total Transfer having been transferred to 9407 unbeknown to its actual owner, the Applicant.

## **VI. THE APPLICANT'S PROPOSED RESTRUCTURING**

- 46. The Applicant's ultimate objective, through its Creditor's Application, is to attempt to preserve and maximize the value of the Debtors' assets.
- 47. For this purpose, the Applicant and the Proposed Monitor's restructuring plan for the next thirteen weeks, as appears from the Proposed Monitor's report, Exhibit D-8, can be summarized as follows:
  - a) When matured, cash in the GICs (net of NBC's line of credit reimbursement);
  - b) Draw on the Interim Financing facility (to be detailed and defined below);
  - c) Control the Debtors receipts and disbursement through, among other things, opening a segregated bank account;
  - d) Visit the Properties and assess their current condition, with the assistance of a general contractor or other real estate professionals.
  - e) Put in place or ensure continuity of conservatory measures, if required, such as insurance, access (security, locks, alarm, etc.), public services, etc.;
  - f) If deemed appropriate by the appointed Monitor, engage real estate brokers to rent the completed units of 7259 HJ;
  - g) Analyze, assess, and review, in consultation with the main secured creditors, among others, the following restructuring options:
    - i. Engaging real estate brokers to market the Properties; and/or
    - ii. Completing construction work or other required work prior to marketing the Properties (and engage independent

experts/contractors/evaluators to assist the Proposed Monitor); and/or

iii. Carrying-out a sale and investment solicitation process ("SISP") regarding the Properties; and/or

iv. Filing of a plan of arrangement.

h) In consultation with the main creditors, initiate and put in place one or more of the restructuring options;

i) Update cashflow projections;

j) If deemed appropriate, continue the prosecution of proceedings on behalf of or involving the Debtors and settle or compromise any proceedings or claims by the Debtors;

48. The restructuring plan essentially consists of a court-driven CCAA liquidation process, which would be supervised and executed by the Proposed Monitor given the alleged actions and behaviour of the Debtors' principal, Reyes, and the Applicant complete loss of confidence in the Debtors' management.

## **VII. RELIEFS SOUGHT**

### i) Commencement of Creditor-Led CCAA Proceedings

49. It is respectfully submitted that the Debtors are debtor companies to which the CCAA applies and as noted above, that the commencement of these creditor-led CCAA proceedings is appropriate in the circumstances.

### ii) Appointment and powers of the Proposed Monitor

50. The Proposed Monitor will have primary carriage of the Applicant's proposed restructuring and will be authorized to act for and on behalf of the Debtors, in consultation with the Applicant and with the secured creditors, in accordance with the terms of the First Day Order and the Initial Order.

51. The Proposed Monitor has been retained by the Applicant to assist in the Debtors' restructuring.

52. The Applicant understands that the Debtors agree for the Proposed Monitor to be appointed by this Honourable Court, given the circumstances described in the present Creditor's Application.

53. The Proposed Monitor is qualified to act as it is a licensed insolvency trustee and there is no restriction on the Proposed Monitor being appointed monitor in the present CCAA proceedings.

54. Subject to the authorization of this Court, the Proposed Monitor has accepted to act as monitor to the Debtors in the present proceedings.
55. It is respectfully submitted that it is appropriate in the circumstances to grant the Proposed Monitor the powers required to control the Debtors' affairs and begin the implementation of the Applicant's proposed restructuring process during the initial Stay Period, in accordance with the proposed First Day Order.
56. At the Comeback Hearing, it is respectfully submitted that the powers of the Proposed Monitor should be expanded to include all powers necessary to implement the Applicant's proposed restructuring in accordance with the proposed Initial Order.
57. The Proposed Monitor prepared a pre-filing report in support of the Creditor's Application, Exhibit D-8.

iii) Stay of Proceedings

58. The Applicants request that all proceedings and remedies taken or that might be taken in respect to the Debtors or any of their property for an initial period of the Stay Period (10 days).
59. The Stay Period will allow the *Status quo* during the restructuring process and prevent certain creditors from taking any steps to try and better their positions in comparison to other creditors, which will benefit all the stakeholders.
60. At the comeback hearing, the Applicant will request a further extension of the Stay Period until June 10, 2024, to allow for the full deployment of the Applicant's proposed restructuring process.

iv) Administration Charges and payment of restructuring fees

61. The Proposed Monitor, and its eventual counsel, is essential to the restructuring of the affairs of the Debtors and has advised that it is prepared to continue to provide its services in that regard only if it is protected by a charge over the assets of the Debtors, and that said charge should rank after the Debtors' secured creditors' respective encumbrances, as explain above (the "**Administration Charge**").
62. The Applicants submit that an Administration Charge in the amount of \$50,000.00 is reasonable to cover the work that was done in the context of the preparation of the present Creditor's Application and the work required until the comeback hearing.
63. At the comeback hearing, the Applicant will request an increase in the Administration Charge to the aggregate amount of \$150,000.00 to secure the Applicant professional fees and disbursements to be incurred in connection with the Applicant's proposed restructuring.

64. Also, given the agreement between the Applicant and the Debtors with respect to the present CCAA proceedings, the Applicant recognizes that an important amount of work was performed by Spiegel Sohmer Inc. and Mazars Inc. (the “**Debtors’ Professionals**”) in the context of the preparation of the Debtors’ Motion and Mazars’ pre-filing report, the whole with regards to the Debtors’ restructuring.
65. As this specific Debtors’ Professionals work was useful to the Applicant in the context of its Creditor’s Application, the Applicant respectfully submits to this Honourable Court that Anfis should compensate the Debtors’ Professionals for same.
66. Therefore, it was agreed by the Applicant and the Debtors, that permission be sought from this Honourable Court, upon the redemption of the GICs (net of NBC’s line of credit reimbursement, NBC being Anfis’ sole secured creditor), to allow Anfis, through RCI in its capacity of appointed monitor, to transfer an amount of \$30 000 to the Debtors’ Professionals as total and final compensation for their performed work as of this day in the context of the Debtors’ restructuring.
67. Furthermore, it was agreed by the parties that the Debtors’ Professionals would have a maximum total budget of \$25,000.00 for the reasonable fees that may be incurred as a result any involvement that may be necessary for the upcoming proceedings in the file on their part, and that a charge of the same amount would be sought to guarantee the payment of said fees, said charge ranking after 1) the Debtors’ secured creditors’ respective encumbrances, 2) the DIP Charge, and 3) the Administration Charge, in this specific order (the “**Debtors’ Professionals Charge**”).

v) DIP and DIP Charge

68. As noted above, in order to finance the Applicant’s proposed restructuring process, the Applicant is willing to provide for an interim financing in an initial amount of up to \$100 000, on terms favourable to the Debtors’ stakeholders (the “**DIP**”), and to be secured by a charge in the amount of \$150 000 over the Debtors’ assets, ranking after the Debtors’ secured creditors’ respective encumbrances, but before the Administration Charge (the “**DIP Charge**”).
69. Before the comeback hearing, the Applicant will communicate to this Honourable Court and to the service list copy of the agreed DIP Term sheet, and thereafter request at the comeback hearing that such DIP be authorized by this Honourable Court.

vi) Impact on the Civil Proceedings

70. DicePizza takes the view that some of the Mareva orders have not been complied with in the Civil Proceedings.
71. Nevertheless, out of proportionality and to focus the interests parties’ resources on the preservation of value, the parties to the Civil Proceedings have agreed to vary the Mareva Orders in order to allow Fernando Reyes-Dorador to make use of his

personal funds from bank accounts with Bank of Montreal bearing number 0389 395 2669 and with Tangerine bearing number 3031769491, such use being limited to the payment of his basic needs and those of his son, as well as expenses required to prevent the loss of his personal assets, the whole subject to prior authorization of the Monitor.

72. In the context of the Civil Proceedings, the Applicant was also made aware that Mr Reyes is in the process of obtaining a forensic report, and Applicant has agreed to review same with the assistance of the Monitor and to advise Mr Reyes, within a fifteen-days delay, whether it consents or not, to a partial lift of the Mareva Orders.
73. Finally, although the stay of proceedings under CCAA automatically applies to the Civil Proceedings as it relates to the Debtors, it does not in itself stay the proceedings against all other defendants including Mr Reyes personally. However, in the context of a global agreement between the parties, it was agreed that all of the Civil Proceedings would be stayed pursuant to section 156 of the *Code of Civil Procedure* until of the end of the restructuring under the CCAA, which will allow the parties to reassess their positions at that time, subject to any party's right to apply to the court to lift said stay.

vii) Sealing of Confidential Exhibits filed in support of the Norwich and the Mareva Applications

74. The Applicants request that the under-seal exhibits filed in support of the Norwich Application and the Mareva Application, sealing of which has been confirmed by the Norwich Judgment and the Mareva Orders, be also kept under seal in the context of the present CCAA proceedings.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**GRANT** the present Application for the issuance of an initial order, an amended and restated initial order and other relief (the "**Creditor's Application**").

**AT THE INITIAL HEARING,**

**ISSUE** an initial order (the "**First Day Order**") in the form of the draft First Day Order communicated herewith as **Exhibit D-4**;

**SET THE COMEBACK HEARING** for March 21, 2024, in a room to be determined.

**AT THE COMEBACK HEARING,**

**ISSUE** an amended and restated initial order (the "**Initial Order**") in the form of the draft Initial Order communicated herewith as **Exhibit D-6**;

**THE WHOLE** without costs, save and except in case of contestation.

MONTREAL, March 8, 2024

*Lavery, de Billy*

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**LAVERY, DE BILLY, L.L.P.**

Lawyers for the Applicant

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Me Ouassim Tadlaoui

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**SWORN STATEMENT**

I, the undersigned, GONZALO DIAZ CEVALLOS, with a professional domicile at Gomez Palacio 714 Colonia Fatima, 34060, city of Durango, state of Durango, Mexico, solemnly affirm that:

1. I am the sole shareholder and administrator of Applicant DicePizza S de RL de CV;
2. All the facts alleged in the Application for the issuance of an initial order, an amended and restated initial order and other relief are to my personal knowledge and true.

AND I HAVE SIGNED at the city of Durango,  
state of Durango, Mexico:

DocuSigned by:



2BF68D3C0C27249  
GONZALO DIAZ CEVALLOS

Solemnly affirmed before me at the city of  
Montreal, Province for Quebec by  
videoconference, on March 8, 2024

DocuSigned by:



8A704CCDC24F429  
Martin Laprade (138734)  
Commissioner of Oaths for Province of  
Quebec and outside Quebec

CANADA  
 PROVINCE OF QUÉBEC  
 DISTRICT OF MONTRÉAL  
 No. 500-11-063575-241

**SUPERIOR COURT**  
 (Commercial Division)  
 (Sitting as a court designated pursuant to the  
 Companies' Creditors Arrangement Act, R.S.C.  
 1995, c. 36, as amended)

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**IN THE MATTER OF THE COMPROMISE OR  
 ARRANGEMENT OF:**

**DICEPIZZA S DE RL DE CV**

Applicant

**ANFIS ENTERPRISES INC.**

-and-

**9407-5173 QUÉBEC INC.**

Debtors

-and-

**RAYMOND CHABOT INC.**

Proposed monitor

-and-

**FERNANDO REYES DORADOR**

Mis-en-cause

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### **NOTICE OF PRESENTATION**

TO: THE SERVICE LIST

#### **1. PRESENTATION OF THE APPLICATION**

**TAKE NOTICE** that the Application for the issuance of an initial order, an amended and restated initial order and other relief shall be presented on March 11, 2024 at 9:00 a.m., or as soon as counsel may be heard, by Teams in the Commercial Division of the Superior Court, in room 14.07 of the Montréal Courthouse.

#### **2. HOW TO JOIN THE VIRTUAL CALLING OF THE ROLL IN PRACTICE DIVISION**

**The coordinates to join the calling of the roll are as follows:**

a) **Using Teams:** to open the permanent link established for room 14.07, on the website <http://www.tribunaux.qc.ca>.

You must then fill in your name and click "Join Now". In order to facilitate the process and the identification of the parties, we invite you to fill in your name in the following manner:



Attorneys: Mtre. Name, Surname (name of the party being represented)

Parties not represented by an attorney: Name, Surname (specify: Applicant, Defendant or other)

For persons attending a public hearing: you can simply indicate “public”.

**b) By telephone:**

Canada (Toll free number): (833) 450-1741

Canada, Québec (Charges will apply): +1 581-319-2194

Conference ID: 875 442 009#

**c) By videoconference:** [teams@teams.justice.gouv.qc.ca](mailto:teams@teams.justice.gouv.qc.ca)

VTC Conference ID: 1181341547

d) **In person**, if and only if the above-mentioned means are not available.

### **3. FAILURE TO ATTEND THE CALLING OF THE ROLL IN PRACTICE DIVISION**

**TAKE NOTICE** that should you want to contest the procedure, you must notify the instructor of the procedure in writing at the coordinates indicated in this notice of presentation at least 48 hours before the date of presentation of the procedure and participate in the virtual roll call. If you fail to do so, a judgment may be rendered at the time of the presentation of the procedure, without further notice or delay.

### **4. OBLIGATIONS**

#### 4.1 Duty of cooperation

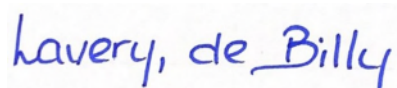
**TAKE NOTICE** that you are duty-bound to co-operate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and to make sure that relevant evidence is preserved. (Code of Civil Procedure, art. 20).

#### 4.2 Dispute prevention and resolution processes

**TAKE NOTICE** that before referring your dispute to the courts, you must consider private dispute prevention and resolution processes which are negotiation between the parties, and mediation and arbitration, in which the parties call on a third person to assist them (Code of Civil Procedure, art. 1 and 2).

**DO GOVERN YOURSELVES ACCORDINGLY.**

MONTREAL, March 8, 2024



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**LAVERY, DE BILLY, L.L.P.**  
Lawyers for the Applicants

CANADA  
 PROVINCE OF QUÉBEC  
 DISTRICT OF MONTRÉAL  
 No. 500-11-063575-241

**SUPERIOR COURT**  
 (Commercial Division)  
 (Sitting as a court designated pursuant to  
 the Companies' Creditors Arrangement Act,  
 R.S.C. 1995, c. 36, as amended)

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-and-

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Mis-en-cause

**LIST OF EXHIBITS**

(In support of the *Application for the issuance of an initial order,  
 an amended and restated initial order and other relief*)

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- |                    |   |
|--------------------|---|
| <b>Exhibit D-1</b> | Justice Narang's judgment rendered on October 27, 2023;             |
| <b>Exhibit D-2</b> | Justice Lussier's judgment rendered on September 22, 2023;          |
| <b>Exhibit D-3</b> | Minutes of the hearing of the Debtors' Motion on February 19, 2024; |
| <b>Exhibit D-4</b> | Draft First Day Order;  |

- Exhibit D-5** Comparison between draft of First Day Order and the model of First Day Order issued by the commercial Division of the Superior court of Quebec;
- Exhibit D-6** Draft Initial Order sought at the Comeback Hearing;
- Exhibit D-7** Comparison between draft of Initial Order sought at the Comeback Hearing and the model of Initial Order issued by the commercial Division of the Superior court of Quebec;
- Exhibit D-8** Pre-filing report prepared by the Proposed Monitor;
- Exhibit D-9** Norwich Application and exhibits;
- Exhibit D-10** Norwich Judgment;
- Exhibit D-11** Mareva Application and exhibits;
- Exhibit D-12** Mareva Orders;
- a. 2023-09-08 Order by Justice Bisson;
  - b. 2023-09-22 Order by Justice Lussier;
  - c. 2023-10-02 Order by Justice Pless;
  - d. 2024-10-27 Order by Justice Narang;
- Exhibit D-13** Notice to ceasing representing by Spiegel Sohmer Inc. dated January 26, 2024;

MONTREAL, March 8, 2024

*Lavery, de Billy*

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**LAVERY, DE BILLY, L.L.P.**  
Lawyers for the Applicant

**NO.: 500-11-063575-241**

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**SUPERIOR COURT**

(Commercial Division)

(Sitting as a court designated pursuant to the Companies'  
Creditors Arrangement Act, R.S.C. 1995, c. 36, as amended)

**DISTRICT OF MONTREAL**

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**APPLICATION FOR THE ISSUANCE OF AN INITIAL  
ORDER, AN AMENDED AND RESTATED INITIAL ORDER  
AND OTHER RELIEF**

Sections 11 and following, 23 and 36 of  
the *Companies' Creditors Arrangement Act* ("CCAA")

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**ORIGINAL**

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