

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
JUSTICE CAVANAGH )  
TUESDAY, THE 7TH  
DAY OF JUNE, 2022

B E T W E E N:

BAO YING CAO and 13364097 CANADA INC.

Applicants

and

XIAODONG YANG and USERS OF SUNRISE TECHNOLOGY

Respondents

**CLAIMS PROCESS AND BAR ORDER**

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) without security, of the Contested Funds (as defined in the Interpleader Order) held by Bao Ying Cao and 13364097 Canada Inc. (the “**Applicants**”) for an Order, among other things, establishing a claims process to identify and determine claims to the Contested Funds, was heard this day by Zoom judicial video conference.

ON READING the Notice of Motion dated May 20, 2022, the First Report of the Receiver dated May 19, 2022 (the “**First Report**”) and its appendices, and on hearing the

submissions of counsel for the Receiver, and counsel for the Applicants, no one else appearing for any other parties on the Service List, although properly served as appears from the affidavit of Beth Wise, sworn May 20, 2022, filed, and on hearing the submissions of the lawyer(s) for the parties.

## **SERVICE**

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

## **DEFINITIONS AND INTERPRETATION**

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Claim Statement”** means the form delivered in accordance with this Claims Process in writing or digitally via the Claims Portal to each Claimant, by which they may confirm their Claim, substantially in the form attached as **Schedule “C”** hereto;
- (b) **“Claim Statement Instruction Letter”** means a letter to Claimants regarding the Claims Process and instructions in respect thereto, substantially in the form attached as **Schedule “D”** hereto;
- (c) **“Appointment Order”** means the Order of the Court made December 7, 2021, among other things, appointing BDO as Receiver of the Contested

Funds held by Applicants pertaining to the Sunrise Technology Scheme (as defined in that Order);

- (d) “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (e) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (f) “**Claim**” means:
  - (i) any debt or liability, present or future, to which the Applicants were subject on December 7, 2021 or to which the Applicants may become subject before the Receiver’s discharge, by reason of any obligations incurred before December 7, 2021 pertaining to the Contested Funds held by the Applicants as a result of the Sunrise Technology Scheme, but excluding any Unaffected Claim; and
  - (ii) any claim against any past or present director or officer of the Applicant, 13364097 Canada Inc. as a result of the Contested Funds;
- (g) “**Claimant**” means any Person asserting a Claim, and includes a transferee or assignee of a Claim, trustee, executor, or other Person acting on behalf of or through such Person;
- (h) “**Claims Bar Date**” means a date that is 45 days following service by the Receiver of the Public Notice to Claimants, and the posting of said Notice on the Receiver’s website. The Claims Bar Date shall be specifically set

out in the Notices and Forms sent to Claimants, and shall be posted on the Receiver's website, once known.

- (i) **"Claims Package"** means a package of information to be provided to the Claimants, in writing or digitally, which package shall include a copy of this Order without Schedules, the Notice to Claimants, a Claim Statement Instruction Letter, Claim Statement, Request for Amendment, and such other materials as the Receiver may consider appropriate or desirable;
- (j) **"Claims Portal"** means the website established and maintained by the Receiver for the purpose of facilitating the Claims Process;
- (k) **"Claims Process"** means the procedures outlined in this Order, including the Schedules to this Order, to determine the Claims asserted by the Claimants to the Contested Funds;
- (l) **"Claims Threshold"** means any potential Claim over and above \$100;
- (m) **"CJA"** means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (n) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (o) **"Dispute Notice"** means a written notice, delivered to the Receiver by a Claimant who has received a Notice of Revision or Disallowance, of that Person's intention to dispute such Notice of Revision or Disallowance and the reasons for the dispute, substantially in the form attached as **Schedule "F"** hereto;

- (p) **“Net Claim Position”** means the Receiver’s analysis and reconciliation of the amount(s) of deposit and withdrawal transactions made by a Claimant to and from the Applicants’ Accounts, which affect the calculation of the Claimant’s potential Claim to the Contested Funds.
- (q) **“Notice to Claimants”** means a notice, substantially in the form attached as **Schedule “B”**, delivered in writing or digitally by the Receiver to each Claimant, providing the details of the Claims Portal and notifying the Claimant that the Claimant will have until the Claims Bar Date to confirm their Claim;
- (r) **“Notice of Revision or Disallowance”** means a notice substantially in the form attached as **Schedule “E”** hereto, to be sent by the Receiver where it disputes or has revised or disallowed all or part of a Claimant’s Claim or the information set forth in a Claimant’s Request for Amendment, as the case may be;
- (s) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (t) **“Proceedings”** means the Receivership Proceedings;

- (u) **“Proof of Claim”** means a proof of claim, substantially in the form attached as **Schedule “G”** hereto, to be completed and filed by a Person claiming to be a Claimant but who was not entitled to receive a Claims Package;
- (v) **“Proof of Claim Instruction Letter”** means a letter to Persons not entitled to receive the Claims Package regarding the Claims Process and instructions in respect thereto, substantially in the form attached as **Schedule “H”** hereto;
- (w) **“Protocol”** means the E-Service Protocol of the Commercial List;
- (x) **“Proven Claim”** means the amount of a Claim, as finally determined under the Claims Process;
- (y) **“Public Notice to Claimants”** means the notice publicizing the Claims Process and published under authority of this Order, substantially in the form of notice attached hereto as **Schedule “A”**;
- (z) **“Receiver’s Website”** means the website maintained by the Receiver at the following URL: [www.bdo.ca/en-ca/extranets/sunrise-claims](http://www.bdo.ca/en-ca/extranets/sunrise-claims);
- (aa) **“Request for Amendment”** means a Claimant’s request for an amendment to the Claimant’s Information, substantially in the form attached hereto as Section Two of the Claim Statement at **Schedule “C”**;

- (bb) “**Required Information**” means Information required by the Receiver from the Financial Institutions, in order to determine the identities and contact information of certain Claimants; and
- (cc) “**Unaffected Claim**” means any claim secured by the Receiver’s Charge, as such terms are defined in the Appointment Order.

### **GENERAL PROVISIONS**

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the terms of this Order, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, or request any further documentation from a Person that the Receiver may require in order to enable the Receiver to determine the validity of a Claim.

4. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

5. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

6. **THIS COURT ORDERS** that the form and substance of each of the Public Notice to Claimants, Notice to Claimants, Claim Statement, Claim Statement Instruction Letter, Request for Amendment, Notice of Revision or Disallowance, Dispute Notice, Proof of Claim, Proof of Claim Instruction Letter, and Social Media Notice, substantially in the

forms attached as Schedules A, B, C, D, E, F, G, H, and I, respectively, to this Order, together with the digital version thereof, where applicable, are hereby approved. Notwithstanding the foregoing, the Receiver may from time to time make changes to such forms as the Receiver considers necessary or advisable.

## **RECEIVER'S ROLE**

7. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Appointment Order, shall take all actions and fulfill any other roles as are authorized by this Order or are incidental thereto, including the determination of Claims and referral of any Claim to the Court.

8. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the Appointment Order and this Order; (ii) the Receiver shall incur no liability or obligation as a result of carrying out the provisions of this Order, except for claims based on gross negligence or wilful misconduct; and (iii) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such records or information provided by any Claimant, except for claims based on gross negligence or wilful misconduct.

## **NOTICE TO CLAIMANTS**

9. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to send a copy of the Claims Package, by ordinary mail or email or, where no other means of communication is possible, through digital messaging applications, including WhatsApp, as soon as practicable, to:



- (a) all known Claimants who may be owed monies by the Applicant(s) from the Contested Funds, and which monies remain unpaid in whole or in part;
- (b) any Person who commenced a legal proceeding in any court or tribunal in respect of a cause of action in respect of the Contested Funds which arose prior to December 7, 2021, and which was served on the Applicants;
- (c) the Canada Revenue Agency; and
- (d) the Minister of Finance.

10. **THIS COURT ORDERS** that, as soon as practicable after the date of this Order: (i) the Receiver shall cause a copy of the Claims Package to be posted on the Receiver's Website; and (ii) the Receiver shall open an online Claims Portal on the Receiver's Website to enable the electronic submission of Claim Statements, Proofs of Claim, Requests for Amendment, and Notices of Dispute by Claimants.

11. **THIS COURT ORDERS** that the Receiver shall dispatch by email, ordinary mail, or courier, or, where no other means of communication is possible, through digital messaging applications, including WhatsApp, as soon as practicable following receipt of a request therefor, a copy of the Claims Package and/or Proof of Claim to any Person claiming to be a Claimant and requesting such material, provided such request is received prior to the Claims Bar Date. The Receiver shall not be responsible if the request is made too late for the Claimant to file a Proof of Claim by the Claims Bar Date.

#### **PUBLICATION OF SOCIAL MEDIA NOTICE**

12. **THIS COURT ORDERS** that the Receiver shall make this Order publicly available, in substantially the form attached as **Schedule “I”** hereto (the “**Social Media Notice**”), by providing a copy of the Social Media Notice to Sunrise Claimants who are maintaining social media websites and/or online chat group(s) for the purpose of facilitating information in respect of these proceedings, and shall request that they post or distribute copies of the Social Media Notice and Claims Process Order on such social media websites and/or online chat group(s) as soon as possible.

13. **THIS COURT ORDERS** that the Social Media Notice be and is hereby approved.

#### **NOTICE SUFFICIENT**

14. **THIS COURT ORDERS** that the publication of the Social Media Notice, as provided for in paragraph 12 of this Order, and the delivery to the Claimants of the Claims Package as provided for in paragraph 9 of this Order and in accordance with paragraph 11 of this Order, together with the posting of all materials on the Receiver’s Website, shall constitute good and sufficient service and delivery of notice of this Order and notice of the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims, and that no other notice or service need be given or made, and no other document or material need be sent to or served upon any Person in respect of this Order. All Persons, including Claimants, shall be bound by the Claims Bar Date, this Order, and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Order.

15. **THIS COURT ORDERS** that service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier package was sent, and in the case of service by fax or e-mail or digital message application, on the day after the fax or e-mail or digital message was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission or message application was made after 5:00 p.m. (Toronto time), in which case, it is effective on the next Business Day.

16. **THIS COURT ORDERS** that neither: (i) the reference to a purported Claim as a “Claim” or a purported Claimant as a “Claimant” in this Order, nor (ii) the delivery of a Notice to Claimants, Claim Statement, or Proof of Claim by the Receiver to a Person shall constitute an admission by the Receiver of any obligation to any Person.

#### **FILINGS OF CLAIM STATEMENTS**

17. **THIS COURT ORDERS** that the Receiver shall include in the Claims Package the Claim Statement Instruction Letter, attached as **Schedule “D”** hereto.

18. **THIS COURT ORDERS** that, except as otherwise provided herein, each Claimant that is identified by the Receiver as having a Claim against the Contested Funds, shall receive a Claim Statement, in substantially the form attached as **Schedule “C”** hereto. Each Claim is based on the Receiver’s reconciliation of the interests in the Contested Funds.

19. **THIS COURT ORDERS** that the only Claimants who shall be considered to have a Claim against the Contested Funds are those Claimants who e-transferred funds to the bank account(s) of the Applicant(s).

20. **THIS COURT ORDERS** that the Receiver is authorized to exclude from the Claims Process, and from any ultimate distribution of the Contested Funds, any Claimants with a Net Claim Position at or below \$100.00.

21. **THIS COURT ORDERS** that, if the Claimant agrees with the contents of the Claim Statement, the Claimant shall, on or before the Claims Bar Date, acknowledge the Claimant's agreement on the Receiver's Claims Portal.

22. **THIS COURT ORDERS** that each Claimant is required to confirm or dispute the information contained in the Claim Statement in order to be eligible for a distribution from the Contested Funds.

23. **THIS COURT ORDERS** that a Claim Statement shall be deemed timely filed only if acknowledged electronically on the Receiver's Portal on or before the Claims Bar Date.

24. **THIS COURT ORDERS** that the Claim Statement shall contain a unique login ID to be used in the Claims Portal. The Claims Portal and Claim Statement shall contain an identical acknowledgement by the Receiver of each individual Claim.

25. **THIS COURT ORDERS** that the acknowledgement by the Receiver of a Claim is subject to the outcome of any Request for Amendment or Proof of Claim received from another Claimant.

26. **THIS COURT ORDERS** that, in order for a Claim Statement to be properly filed pursuant to this Order, said Claim Statement shall be:

- (a) written in the English or French language;
- (b) accompanied by a government-issued photo identification of the Claimant, indicating the Claimant's name and a photograph of the Person; and
- (c) conform substantially with the Claim Statement attached as Schedule "C" to this Order.

27. **THIS COURT ORDERS** that Unaffected Claims shall not be subject to this Order and holders of Unaffected Claims shall not be required to file a Proof of Claim in respect of their Unaffected Claims.

28. **THIS COURT ORDERS** that any Claimant who disagrees with the Claim amounts or other information stated in the Claim Statement must complete a Request for Amendment in the Claims Portal, and provide all supporting documentation to the Receiver, such that the Request for Amendment is actually received by the Receiver by the Claims Bar Date or such later date as the Receiver may agree in writing or the Court may order.

29. **THIS COURT ORDERS** that any party believing itself to be a Claimant, other than those entitled to receive a Claims Package and Notice to Claimants, shall file with the Receiver a Proof of Claim through the Claims Portal, so that such Proofs of Claim are actually received by the Receiver by no later than the Claims Bar Date.

30. **THIS COURT ORDERS** that, at any time, the Receiver may: (i) request additional information with respect to any Claim, and may request that a Claimant file a revised Request for Amendment or Proof of Claim; (ii) attempt to consensually resolve the amount or any other aspect of a Claim; or (iii) revise or disallow a Claim.

#### **DETERMINATION OF CLAIMS**

31. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver shall review all Requests for Amendment and Proofs of Claim (and any supporting documentation) filed on or before the Claims Bar Date, and may accept, revise or disallow (in whole or in part) the Claim set out in any Request for Amendment or Proof of Claim.

#### **Notices of Revision or Disallowance**

32. **THIS COURT ORDERS** that, in the case of any Request for Amendment, the Receiver: (a) shall review and consider the Request for Amendment; and (b) may accept the amendments requested, or revise or disallow them by way of Notice of Revision or Disallowance, sent to the Claimant, together with the form of Dispute Notice, by no later than 45 days after the Claims Bar Date.

33. **THIS COURT ORDERS** that, if the Claimant does not dispute the Notice of Revision or Disallowance, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

34. **THIS COURT ORDERS** that if the Receiver does not deliver a Notice of Revision or Disallowance, subject to further order of this Court, the amount of the Claim or the

information set forth in such Claimant's Request for Amendment or Proof of Claim shall be deemed to be accepted as final and binding.

35. **THIS COURT ORDERS** that, unless the Claim Statement is confirmed in the Claims Portal or in writing, or a Request for Amendment is completed in the Claims Portal or received by the Receiver in writing on or before the Claims Bar Date, the Claimant shall not be eligible for a distribution from the Contested Funds. In the event that the Claim Statement and the information therein is confirmed, it shall be final and binding on the Claimant, and may be relied upon by the Receiver in valuing the Claim for all purposes, and the Claimant shall be barred from making any Claim inconsistent with the information contained in the Claim Statement.

36. **THIS COURT ORDERS** that where a Claim has been accepted by the Receiver, and a Claim Statement confirmed in accordance with paragraph 22, such Claim shall constitute a Proven Claim for the purposes of the Claims Process. The acceptance of any Claim or other determination of same in accordance with this Order, in whole or in part, shall not constitute an admission of any fact, thing, obligation, or quantum of any Claim by any Person, save and except in the context of the Claims Process.

### **Dispute Notices**

37. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice, in substantially the form attached as **Schedule "F"** hereto, by upload to the Claims Portal, such that the Dispute Notice is actually received by the Receiver by 5:00 p.m. (Toronto time) on the day which is ten (10)

calendar days after the date of the Notice of Revision or Disallowance, or such later date as the Receiver may agree to in writing or the Court may order.

38. **THIS COURT ORDERS** that if the Receiver does not receive a Dispute Notice with respect to a Notice of Revision or Disallowance, in accordance with paragraph 37 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding. The amount stipulated in the Notice of Revision or Disallowance, if any, shall constitute such Claimant's Proven Claim, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

39. **THIS COURT ORDERS** that upon receipt of a Dispute Notice, the Receiver shall notify such Claimant of its determination as soon as practicable, and the Receiver may attempt to consensually resolve the amount of the Claim with the Claimant. If the Claimant disagrees with the Receiver's determination and any attempts to otherwise resolve the dispute are unsuccessful, the Receiver will bring a motion for the Court's approval of a procedure to determine the disputed Claim, together with any other such disputed Claims. In the report of the Receiver, the Receiver shall suggest an appropriate procedure to deal with any outstanding Dispute Notices fairly and efficiently.

40. **THIS COURT ORDERS** that, where a Claim has been revised or disallowed pursuant to paragraph 32 of this Order, the revised or disallowed Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the Claims Process or as otherwise ordered by the Court.

## **CLAIMS BAR**



41. **THIS COURT ORDERS** that any Claimant that does not: confirm the Claim Statement; deliver a Request for Amendment; or deliver a Proof of Claim, together with supporting documentation in respect of such Claim; in accordance with this Order, on or before the Claims Bar Date, shall, subject to further Order of the Court:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim, as the case may be, with respect to such Claim) against the Contested Funds and such Claim shall be forever extinguished;
- (b) not be permitted to participate in any distribution from the Contested Funds;  
and
- (c) not be entitled to receive further notices in, or participate as a Claimant in, these proceedings.

42. **THIS COURT ORDERS** that, subject to further Order of the Court, the Claims Bar Date shall be 5:00 p.m. (Toronto time) on the 45<sup>th</sup> day following service by the Receiver of the Public Notice to Claimants, and the posting of said Notice on the Receiver's website. The Claims Bar Date shall be specifically set out in the Notices and Forms sent to Claimants, and shall be posted on the Receiver's website, once known. The Receiver may, at its sole discretion, extend the date generally or in individual cases. If the Claims Bar Date is extended generally, the Receiver shall post notice of the extension on the Receiver's Website.

## **NOTICES OF TRANSFEREES**

43. **THIS COURT ORDERS** that if, after the earlier of:

- (a) the date of filing of a Claim Statement; and
- (b) the Claims Bar Date,

the holder of a Claim, or any subsequent holder of same who has been acknowledged by the Applicants in respect thereof prior to December 7, 2021, transfers or assigns such Claim to another Person, the Receiver shall not be obliged to give notice to or to otherwise deal with the transferee or assignee of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been delivered to the Receiver, and the Receiver has acknowledged in writing such transfer or assignment. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the Claimant in respect of such Claim, and shall be bound by notices given and steps taken in respect thereof in accordance with the provisions of this Order, including any omission or failure to act on the part of the transferor or assignor, prior to the written acknowledgement by the Receiver of such transfer or assignment.

44. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person, or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim, and such Claim shall continue to constitute and be dealt with as a single Claim, notwithstanding such transfer or assignment, and the Receiver shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Claim only as a whole, and then only to and with the Person last holding such Claim in whole as the Claimant in respect of such Claim. Provided that a

transfer or assignment of the Claim has taken place in accordance with this Order and the Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Claimant in respect of such Claim may by notice to the Receiver, in writing, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person, and, in such event, such Claimant, transferee or assignee of the Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

#### **DEATH OR INCAPACITY**

45. **THIS COURT ORDERS** that if any Claimant has deceased, the Receiver may accept a Claim on such deceased Person's behalf from the duly appointed legal representative or estate trustee of such deceased Person.

46. **THIS COURT ORDERS** that if any Claimant has deceased or become incapacitated, and no legal representative has been appointed or otherwise has authority to act on behalf of such Person, the Receiver shall have the discretion to allow such Person's surviving spouse, survivor, or next-of-kin to act on such Person's behalf.

47. **THIS COURT ORDERS** that before allowing a person to act on behalf of a deceased or incapacitated Person, the Receiver, acting reasonably, may require the person to execute a statutory declaration or provide some other similar form of document confirming the person's relationship to the deceased or incapacitated Person.

48. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation to any person for exercising its discretion to allow a third party to act on behalf of a deceased or incapacitated Person.

49. **THIS COURT ORDERS** that in exercising the discretion to allow a third party to confirm, dispute, or file a Claim on behalf of a deceased or incapacitated Person, or to receive funds otherwise payable to such Person, the Receiver shall consider:

- (a) If such Person is alive, whether it appears to the Receiver that the distribution of funds to such third party is in the best interests of the incapacitated Person; and
- (b) If such Person is deceased and intestate, the rules relating to the distribution of intestate estates, as set out in the *Estates Act*, R.S.O. 1990 c. E.21.

## **DIRECTIONS**

50. **THIS COURT ORDERS** that the Receiver, or any other Person with a material interest in this Claims Process, may, at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the Claims Process, including the forms attached as Schedules hereto.

## **NOTICES, SERVICE, AND COMMUNICATION**

51. **THIS COURT ORDERS** that, except as otherwise provided herein, the Receiver may deliver the Claims Package, a Notice of Revision or Disallowance and any notice or

other communication to be given under this Order to Claimants or other interested Persons, and the same will be sufficiently given by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission, email, or digital messaging application, to such Claimants or other interested Persons at the address last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth (5<sup>th</sup>) Business Day after mailing within Canada (other than within Ontario), and the tenth (10<sup>th</sup>) Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission, email, or digital messaging application by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

52. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, through the administration of the Claims Process, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective upon transmission. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

53. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Claimant to the Receiver shall be in writing in substantially the same form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, personal delivery or electronic or digital transmission (including the upload of documents to the Claims Portal) addressed to:

BDO Canada Limited,  
in its capacity as Receiver of the Contested Funds held by the Applicants  
pertaining to Sunrise Technology

Email: [bdosunriseclaims@bdo.ca](mailto:bdosunriseclaims@bdo.ca)

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

54. **THIS COURT ORDERS** that if, during any period in which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective, and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission, in accordance with this Order.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

55. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or

abroad, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and its agents in carrying out the terms of this Order.

56. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.


#### **MISCELLANEOUS**

57. **THIS COURT ORDERS** that this Order and all of its provisions are effective from 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.

58. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of a Claim, and, for greater certainty, this Order does not provide for distribution of the Contested Funds, and is intended only to commence the Claims Process for the submission and adjudication of the Claims.

59. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

60. **THIS COURT ORDERS** that the Receiver is authorized to take no further actions in relation to the digital Sunrise Wallets, or in relation to cryptocurrency transactions which may have been made to or from the Sunrise Technology online platform.



Digitally signed by  
Mr. Justice Cavanagh

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*(Signature of judge, officer or registrar)*

RCP-E 59A (September 1, 2020)