CANADA **PROVINCE OF QUEBEC** **DISTRICT OF QUEBEC** **DIVISION: 01-MONTREAL** **S.C.: 500-11-051625-164** **500-11-051624-167**	**S U P E R I O R C O U R T** **(Commercial Division)**
IN THE MATTERS OF THE NOTICES OF INTENTION AND OF THE INTERIM RECEIVERSHIP OF:	**AMERICAN APPAREL CANADA RETAIL INC.**, a corporation duly incorporated under the *Canada Business Corporations Act* (Canada) and continued under the *Business Corporations Act* (Quebec), having its head office at 1550 rue Metcalfe, Suite 1500, Montreal, QC, H3A 1X6 - and - **AMERICAN APPAREL CANADA WHOLESALE INC.**, a corporation duly incorporated under the *Canada Business Corporations Act* (Canada) and continued under the *Business Corporations Act* (Quebec), having its head office at 1550 rue Metcalfe, Suite 1500, Montreal, QC, H3A 1X6 *Debtors* - and - **KPMG INC.**, a corporation duly incorporated under the *Canada Business Corporations Act* (Canada), having a place of business at 600, boul. De Maisonneuve Blvd. West, Suite 1500 Montreal, QC, H3A 0A3 *Trustee/Interim Receiver*

Report of the Trustee pursuant to section 50.4(7) of the Bankruptcy and Insolvency Act ("BIA") and Report of the Interim Receiver pursuant to section 47.1(2) of the BIA on his administration to date ("First Report of the Trustee and the Interim Receiver").

I, Dev A. Coossa, CIRP, LIT, of KPMG Inc., in my capacity as Trustee under the Notices of Intention filed in respect of each of the Debtors and as Interim Receiver of the Debtors, report to this honorable Court as follows.

INTRODUCTION

1. American Apparel Canada Retail Inc. ("**AA Retail**") and American Apparel Canada Wholesale Inc. ("**AA Wholesale**", and, together with AA Retail, the "**Company**" or "**American Apparel**"), each filed on November 9, 2016, a Notice of Intention to make a Proposal ("**NOI**") under the provisions of the BIA, and KPMG Inc. was named as Trustee to the NOI (in such capacity, the "**Trustee**"). The initial stay of proceedings triggered by the filing of the NOI is expiring on December 9, 2016.

2. On November 11, 2016, the Debtors filed a Motion for the Appointment of an Interim Receiver of the Debtors' assets (the "**I/R Motion**"), by which the appointment of KPMG Inc. as interim receiver was sought, the whole pursuant to section 47.1 of the BIA. On the same date, an appointment order ("**Order**") was issued by the Court naming KPMG Inc. as Interim Receiver to the Debtors' assets (in such capacity, the "**Interim Receiver**").

3. The appointment of the Interim Receiver by the Court was deemed necessary by the fact that, *inter alia*, American Apparel's US parent ("**American Apparel US**"), recently ceased providing important administrative support to American Apparel. The absence of such support functions made American Apparel unable to successfully undertake its proceedings under the BIA and consequently, the Interim Receiver was appointed to assume the majority of those functions and support the Company in said proceedings. Reference is made for the purposes hereof to the I/R Motion (Appendix A) for additional background on the appointment of the Interim Receiver.

4. On December 6, 2016, the Company filed a motion ("**Motion**") seeking an order extending the initial deadline for the filing of a proposal until January 23, 2017 (the "**First Extension Period**").

5. Reference is made to the Motion for additional background and other information on the Company and its proceedings.

6. The purpose of this First Report of the Trustee and the Interim Receiver is to provide the Court with information on the following:

    a) The Company's activities since the date of the filing of the NOI;

    b) The Interim Receiver's actions following the NOI;

    c) The Company's inventory monetisation process;

    d) The Company's actual cash flows between November 9 and December 3, 2016, compared to the projected amounts;

    e) The Company's projected cash flows for the period commencing December 4, 2016 until January 28, 2017;

    f) The reasons for which the Trustee/Interim Receiver supports the relief sought by the Company in the context of the Motion;

    g) The recommendations of the Trustee/ Interim Receiver.

7. Since KPMG Inc.'s appointment, its responsibilities and activities as Trustee and as Interim Receiver, respectively, the have been comingled and therefore, for the purpose of this report and to facilitate the reading thereof, we refer jointly to the Trustee and the Interim Receiver as the Interim Receiver.

THE DEBTORS' ACTIVITIES IMMEDIATELY PRECEDING AND SINCE THE DATE OF FILING OF THE NOI.

American Apparel US

8. On or about November 8, 2016, American Apparel US, advised the Company that it would cease providing it with all stock and inventory. Historically, American Apparel US was the Company's sole product supplier and also owns the related intellectual property (trade name and trade marks). In addition, American Apparel performed certain corporate and administrative functions for American Apparel.

9. Prior to the NOI filing, American Apparel US sent the Company a notice cancelling the license allowing the usage of the trade marks in Canada. However, American Apparel U.S. advised in writing that it would take no action against the Company if it it continued using the trade marks to dispose of the inventory on hand for a period of 90 days.

10. On November 14, 2016, American Apparel US filed for protection under Chapter 11 of Title 11 of the United States Bankruptcy Code ("**Chapter 11 Proceedings**"), and implemented a sales process for all of its operations and assets ("**Sale** Process").

11. Montreal based Gildan Activeware SRL is the stalking horse bidder in the Sale Process, with a stated intention of purchasing American Apparel US' intellectual property and inventory. The deadline for interested parties to submit bids is January 6, 2017 with an auction anticipated on January 9, 2017 and a sale hearing to be held January 12, 2017.

12. At this time, it is not determined whether or not the Sale Process will generate any interest for the Company's assets and/or operations (in Canada). Given that AA Retail is a creditor of American Apparel US, it is deemed to be in the interests of the Company's creditors to attempt to maximize, as much as possible, the realization value of the assets of American Apparel US in the context of the Sale Process and the Chapter 11 Proceedings.

Canadian operations

13. At the time of filing the NOI, AA Retail operated 28 stores in Canada, located in the provinces of Nova Scotia, Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. All the stores are located in leased premises with leases having terms varying from month to month, to several years.

14. American Apparel's activities following the filing of the NOI are constrained by the fact that they no longer are in a position to procure new merchandise; the stores effectively operating with whatever inventory was on hand at the time of the filing of the NOI. Notwithstanding this limitation, the Interim Receiver and American Apparel have determined that the Company must nonetheless try to preserve the "normalcy" of its operations for the duration of the Sale Process, in the event that some or all of the Canadian operations become part of a bid involving an overall international transaction.

15. On November 10, 2016, the Interim Receiver set-up a bilingual "hotline" as well as a dedicated email account address to address any queries from the Company's stakeholders, namely its employees, customers, landlords and creditors.

16. On November 14, 2016, the Interim Receiver sent a notice of the filing of the NOI, including certain prescribed documents, by regular mail, to all of the Company's known creditors, in accordance with the requirements of the BIA.

17. Since the filing of the NOI, American Apparel has continued to operate its stores under the supervision of the Interim Receiver, and with the assistance of the Interim Receiver's agent, Merchant Retail Solutions ULC ("**MRS**"). Additional information on MRS's involvement in the orderly wind-down process is provided further in this report and is otherwise contained in the Motion.

THE INTERIM RECEIVER'S ACTIONS SINCE ITS APPOINTMENT

18. Upon being appointed by the Court, the Interim Receiver took various measures to stabilize the activities of the Company, implement control measures to safeguard the assets under its supervision, manage communications with American Apparel's stakeholders, and develop reporting metrics to monitor the Company's operations and results. In particular, the Interim Receiver took (and, as applicable, continues to take) the following actions:

    a) Contacted the Company's bank, Bank of Montreal, to obtain access to the accounts and to transfer check signing authority to the Interim Receiver;

    b) Contacted the Company's payment processing provider, Global Payments, to obtain access to the accounts and gain an understanding of the electronic sales deposit cycle and payment processing terms and conditions;

    c) Contacted representatives of American Apparel US to obtain an understanding of the historical daily sales and reconciliation process;

    d) Contacted the Company's insurance broker to advise them of the Interim Receiver's appointment;

    e) Responded to queries received on the dedicated hot-line and email address from the Company's stakeholders (employees, customers, suppliers and landlords);

    f) Entered into retention agreements with certain key managerial and administrative employees (mainly relating to information technology, store logistics and district management) to secure their cooperation and ensure the continuity of key functions (the "**Management RAs**"). The total cost of the Management RAs is approximately $70,000 and is reflected in the Projected Cash Flow (defined below);

    g) Organized several teleconferences with the Company's district and store managers to inform them of the filing of the NOI, the Interim Receivership and of the anticipated course of action;

    h) Obtained signed acknowledgements from the various stores key holders to safeguard store keys and alarm codes (the Interim Receiver did not change the locks to the stores);

    i) Performed test inventory counts at all stores to validate the inventory quantities and evaluate internal controls over stock keeping (tests performed on a bi-weekly basis);

    j) Arranged to obtain daily sales and inventory reports directly from the Company's systems;

    k) Implemented a daily monitoring template to reconcile the Company's sales with the amounts deposited in its bank accounts;

    l) Implemented a disbursement monitoring and approval process with the Company's representatives;

m) Made an inventory of stock located in two third- party warehouses (Ontario and BC) as well as miscellaneous inventories located at the Company's head office in Montreal;

n) Laid-off 10 employees of AA Wholesale, given that its activities were effectively terminated at the time of the Interim Receiver's appointment.

19. As noted in greater detail below, once the Interim Receiver took the measures required to immediately safeguard the assets, an inventory monetisation plan was developed whereby the Interim Receiver engaged MRS as its agent to support the store wind-down process during the 2016 holiday season (the "**Store Wind-Down**"). Since the implementation of the Store Wind-Down, the Interim Receiver has taken the following actions:

a) Organized and attended daily update calls with representatives of MRS and with the District Managers to address operating issues such as staffing, sales and stock availability;

b) Organized and attended weekly update calls with representatives of MRS to discuss strategic matters such as weekly sales and discounts, liquidation timeline and financial results;

c) Entered into retention agreements with certain key store employees (store managers, assistant managers and key-holders) to secure their cooperation and ensure the continuity of store operations (the "**Store RAs**"). The total cost of the Store RAs is approximately $150,000 and is reflected in the Projected Cash Flow;

d) In conjunction with representatives of MRS and of American Apparel, developed on a weekly basis, a store level liquidation timeline based on sales experience and inventory levels;

e) On December 1, 2016, prepared and sent to various lessors, Notices Disclaim or Resiliate Leases pursuant to section 65.2 of the BIA. In all, such notices were sent to the Company's landlords in respect of 8 stores that are scheduled to be vacated on December 31, 2016 (the "**Dec 31 Stores**");

f) Between December 1, 2016 and the date of this report, notified the store employees of the Dec 31 Stores of their termination on December 31, 2016, all in accordance with the applicable provincial labor laws and regulations;

g) Between December 1, 2016 and the date of this report, prepared and sent several Notices by Debtor to Disclaim or Resiliate an Agreement (section 65.11 of the BIA) to cancel any agreements for services performed at the Dec 31 Stores;

h) Communicated with the Company's landlords as required to keep them apprised of the situation;

i) In conjunction with representatives of MRS and of American Apparel, and based on sales and inventory levels, developed an "inventory store transfer" matrix to plan for the transfer of goods between stores and thus enhance each store's product mix and offering.

THE COMPANY'S STORE WIND-DOWN PROCESS

20. As noted above, at the time of the filing of the NOI (and of the appointment of the Interim Receiver), American Apparel's stores were no longer receiving any new product from their sole supplier, American Apparel US.

21. Within this context, an inventory monetisation program had to be developed that considered the inventory procurement constraint, the time of the year (holiday season), the store operating costs, as well as the customer activity in each store, all while preserving some of the operating structure in the event the Sale Process results in bids for some or all of the Canadian operations.

22. American Apparel, now cut-off from its parent which historically provided it with promotional support, marketing strategy and merchant support, no longer possesses all of the required knowledge and expertise to effectively conduct the Store Wind Down.

23. As time was of the essence and in order to ensure that the Company and the Interim Receiver had the support they required to execute the Store Wind Down, on November 17, 2016, the Interim Receiver engaged MRS (an affiliate of Hilco Merchant Resources LLS), all in accordance with the terms of the Interim Receiver Order, as its agent . MRS is highly specialized and competent in planning and executing this type of process.

24. The Interim Receiver understands that MRS (an American entity) has in the past been involved with American Apparel US and thus is familiar with the specific type of merchandise sold by American Apparel.

25. MRS essentially acts as a project manager and assists the Company's District Managers in their day-to-day operations. In addition, MRS provides valuable guidance on the discount strategy to adopt the marketing initiatives as well as to monitor, on a regular basis, key performance indicators. MRS is remunerated on a commission basis.

CASH FLOW RESULTS RELATIVE TO PROJECTIONS

26. Cash receipts and disbursements for the 24-day period ended December 3, 2016 as compared to the Cash Flow Projections, are summarized in the following table.

American Apparel Canada Wholesale Inc. & American Apparel Canada Retail Inc. (collectively, the "Company") Variance Analysis (Actuals vs. Projected Cash Flows) For the 24 day period November 10, 2016 to December 3, 2016 in CAD $000's			
	Actuals	**Forecast**	**Variance**
Cash Receipts			
Retail Sales Collections	2,512	2,008	504
Accounts Receivable Collections - Wholesale	98	50	48
Total Receipts	**2,610**	**2,058**	**552**
Cash Disbursements			
Payroll and Benefits	494	541	46
Occupancy Costs	618	927	309
Operating Costs	244	599	355
Security Deposits	-	100	100
Restructuring Fees	491	554	63
Sales Tax Remittances (Refund)	-	(30)	(30)
Total Disbursements	**1,847**	**2,691**	**844**
Net Cash Flow	**763**	**(633)**	**1,396**
Cash Position			
Opening Cash Position (Net of Outstanding Cheques	636	636	-
Net Cash Flow	763	(633)	1,396
Closing Cash Position	**1,399**	**3**	**1,396**

27. As at December 3, 2016, the Debtors' cash balance (on a book basis) was approximately $1.4 million, net of checks in circulation of approximately $630,000, primarily relating to the December rent payments.

28. The net cash flow during the period was approximately $1.4 million higher than projected. The primary reasons for the favourable net cash flow variance are summarized below.

    a) Total cash receipts during the period were approximately $552,000 higher than projected primarily due to higher than expected sales by the stores;

    b) Total cash disbursements during the period were approximately $844,000 lower than projected, mainly due to timing differences for occupancy costs, operating expenses security deposits and restructuring fees, most of which are expected to reverse in the period covered by the Projected Cash Flow.

29. The Company has paid, and continues to pay for any goods and services received subsequent to the date of filing of the NOI, including rent, payroll and related deductions, as well as earned vacation pay.

UPDATED CASH FLOW PROJECTIONS

30. The Interim Receiver, with the assistance of the Company and MRS, has prepared the updated cash flow projections for the period commencing December 4, 2016 and ending on January 28, 2017 (the "**Projected Cash Flow**"). The Projected Cash Flow is summarized in the following table. A copy of the notes to the Projected Cash Flow as well as the statutory reports of the Interim Receiver and the Company are attached hereto as Appendix B.

American Apparel Canada Wholesale Inc. & American Apparel Canada Retail Inc. (collectively, the "Company") Summary Consolidated Cash Flow Projections For the period December 4, 2016 to January 28, 2017 in CAD $000's	
Projected Cash Receipts	
Retail Sales Collections	5,898
Accounts Receivable Collections - Wholesale	50
Total Receipts	**5,948**
Projected Cash Disbursements	
Payroll and Benefits	1,232
Occupancy Costs	944
Operating Costs	1,146
Security Deposits	100
Restructuring Fees	976
Sales Tax Remittances (Refund)	390
Total Disbursements	**4,788**
Projected Net Cash Flow	**1,161**
Cash Position	
Opening Cash Position (Net of Outstanding Cheques)	1,399
Projected Net Cash Flow	1,161
Projected Closing Cash Position	**2,560**

To be read in conjunction with the attached Summary of Notes and Assumptions

31. The Interim Receiver notes the following with respect to the Projected Cash Flow:

    a) The Company's cash balance as at December 3, 2016 was approximately $1.4 million, net of checks in circulation of approximately $630,000, primarily relating to the December rent payments;

    b) The Projected Cash Flow reflect that during the reference period, the Company will have total receipts of approximately $5.95 million, which consist primarily of retail sales collections;

    c) The projected disbursements during the same period total approximately $4.8 million and reflect all timing related variances since the date of filing, as well as the payment of post-filing expenses, including occupancy costs and payroll.

    d) The projected net cash flows over the period total $1.16 million.

32. Based on the Projected Cash Flow, the Company has sufficient liquidities to fund its operating activities during the First Extension Period.

REQUEST FOR AN EXTENSION OF THE DELAY

33. The Company is seeking a 45-day extension to file its proposal, as it continues its restructuring process. In particular, it is seeking an order for the First Extension Period to allow it to continue the Store Wind Down during the key holiday period, under the supervision of the Interim Receiver.

34. The Company and the Interim Receiver are of the view that the ongoing Store Wind Down being conducted with the support of MRS, under the direction of the Interim Receiver, is the best way to optimize value for the Company' stakeholders, while also maintaining the Canadian operations during the pendency of the Sale Process, the outcome of which remains unknown.

35. The period covered by the First Extension Period covers the 2016 holiday season, which is the ideal timing during which to maximize the realization of the Company's inventory;

36. The Company is current on its payment of sales taxes, occupation rent and salaries, and has the liquidity to fund ongoing taxes occupation rent and salaries through the First Extension Period.

37. The Interim Receiver, a Court appointed officer, has control over the Company's business and operations, including the control over the receipts and disbursements.

38. The Company and the Interim Receiver are of the view that no creditors are expected to be materially prejudiced by the granting of the First Extension Period. There would however likely be significant prejudice to the Company's employees, landlords and other stakeholders if the stay is not extended, the Company becomes bankrupt, and the Store Wind Down and the potential for coordination with the Chapter 11 Proceedings lost.

39. As the Chapter 11 Proceedings and the Sales Process progress and the Debtors' inventory is more fully liquidated and consolidated in high-performing stores, it is expected that a viable proposal that is likely to be accepted by the Debtors' creditors can then be made.

40. The Company has conducted itself in good faith and with due diligence.

CONCLUSIONS AND RECOMMENDATIONS

41. The Interim Receiver supports the relief sought by the Company in its Motion, for the following reasons:
    a) The Company has and continues to act in good faith and with due diligence;
    b) Without such relief, it will not be in a position to make a viable proposal in due course;
    c) No creditor would be materially prejudiced should the Motion be granted.

42. In addition, should the Motion not be granted, the Company would become bankrupt, which may negatively affect the Chapter 11 Sale Process, thus potentially harming the recovery to American Apparel's creditors.

43. Conversely, there is no advantage to any of American Apparel's creditors in the event of a bankruptcy, which in fact would deprive certain stakeholders, such as landlords and employees, of amounts that would otherwise be received for current services.

All of which is respectively submitted this 8th of December, 2016.

KPMG INC., in its capacity
of Trustee and Interim Receiver
of American Apparel Canada Retail Inc.
and American Apparel Canada Wholesale Inc.

Per: Dev A. Coossa, CIRP, LIT
Partner

APPENDIX A INTERIM RECEIVER MOTION

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF **MONTRÉAL**

SUPERIOR COURT
(Commercial Division)

IN THE MATTERS OF THE NOTICE OF INTENTION OF:

N^{o}: **500-11- 051625-164**

AMERICAN APPAREL CANADA RETAIL INC., a corporation duly incorporated under the *Canada Business Corporations Act* (Canada) and continued under the *Business Corporations Act* (Quebec), having its head office at 1550 rue Metcalfe, Suite 1500, Montreal, QC, H3A 1X6

- and -

N^{o}: **500-11- 051624-167**

AMERICAN APPAREL CANADA WHOLESALE INC., a corporation duly incorporated under the *Canada Business Corporations Act* (Canada) and continued under the *Business Corporations Act* (Quebec), having its head office at 1550 rue Metcalfe, Suite 1500, Montreal, QC, H3A 1X6

Debtors/Petitioners

- and -

KPMG INC., a corporation duly incorporated company under the *Canada Business Corporations Act* (Canada), having a place of business at 600 boul. De Maisonneuve Blvd. West, Suite 1500 Montreal, QC, H3A 0A3

Trustee/Proposed Interim Receiver

MOTION FOR THE ISSUANCE OF AN ORDER APPOINTING AN INTERIM RECEIVER AND CREATING INTERIM CHARGES
(Sections 47.1, 64.1 and 64.2 of the *Bankruptcy and Insolvency Act* (the "BIA")

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION, DISTRICT OF MONTREAL, OR TO A REGISTRAR THEREOF, THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:

1. INTRODUCTION

1. American Apparel Canada Retail Inc. ("**AA Retail**") and American Apparel Canada Wholesale Inc. ("**AA Wholesale**", together with AA Retail the "**Petitioners**") are the wholly-owned Canadian affiliates of American Apparel LLC ("**AA Parent**"), and together carry out the retail and wholesale clothing business operated in Canada under the "American Apparel" brand;

2. On or about November 8, 2016, AA Parent, American Apparel, LLC, American Apparel (USA), LLC, American Apparel Retail Inc., American Apparel Dyeing & Finishing, Inc., KCL Knitting, LLC, and Fresh Air Freight, Inc. (collectively, the "**U.S. Affiliates**") advised the Petitioners that the U.S. Affiliates would cease providing all stock and inventory to the Petitioners and cease providing all support functions, effective immediately;

3. The Petitioners, together with the U.S. Affiliates, as well as the businesses operated collectively by them, are referred to herein as "**American Apparel**".

4. The Petitioners are currently subject to a stay of proceedings following the filing on November 9, 2016 of a Notice of Intention to File a Proposal pursuant to section 50.4 of the BIA, as more fully set forth herein;

5. For the reasons set forth below, the Petitioners seek the issuance of an order appointing KPMG Inc. ("**KPMG**") as interim receiver over their property and operations (the "**Interim Receiver**") in order to facilitate an orderly wind down or liquidation;

6. More specifically, the Petitioner seeks the issuance of an order substantially in the form of the draft order communicated herewith as Exhibit **R-1**;

2. THE PETITIONERS

AA Retail

7. The Petitioner AA Retail is a company that engages in the marketing and sale in Canada of American Apparel branded men's and women's clothing and accessories, as well as children's clothing and certain accessories bearing non-American Apparel branding. A CIDREQ report for AA Retail is attached as Exhibit **R-2**;

8. AA Retail leases its head office in Montreal, Quebec, together with 28 retail outlets across Alberta, British Columbia, Manitoba, Nova Scotia, Ontario, Quebec and Saskatchewan and one warehouse space in Montreal.

9. AA Retail currently employs approximately 372 full-time and part-time employees across Canada in positions ranging from district management, back-office, store management and retail sales associates;

10. No collective bargaining agreement exists between these employees and AA Retail, and AA Retail does not have any pension obligations relating to these employees;

11. AA Retail does not own any material intellectual property, and formerly used the "American Apparel" brand name under licence. This licence has been terminated, with effect on November 6, 2016, but the applicable owners of the intellectual property have agreed to provide the Petitioners with a "no action" letter, permitting their continued use throughout these proposal proceedings.

AA Wholesale

12. The Petitioner AA Wholesale is a company that markets and sells American Apparel branded and other clothing online and on a wholesale basis in Canada, substantially all of which is in turn manufactured in the United States by certain U.S. Affiliates. AA Wholesale was formerly a supplier to AA Retail, but AA Retail now purchases inventory directly from U.S. Affiliates. A CIDREQ report for AA Wholesale is attached as Exhibit **R-3**;

13. AA Wholesale shares the head office of AA Retail in Montreal, Quebec, and does not lease any other real property.

14. AA Wholesale currently employs approximately 12 employees across Canada;

15. No collective bargaining agreement exists between these employees and AA Wholesale, and AA Wholesale does not have any pension obligations relating to these employees;

16. AA Wholesale does not own any material intellectual property.

Management and Supply Chain

17. The Petitioners have administrative and middle-management staff in Canada, however some administrative functions and corporate governance is conducted out of Los Angeles, California by the AA Parent.

18. Substantially all of the stock and inventory of both Petitioners is manufactured and distributed by the U.S. Affiliates.

Petitioners' Proposal

19. On November 9, 2016, AA Retail and AA Wholesale filed notices of intention to file a proposal (the "**NOIs**") pursuant to section 50.4 of the BIA, and are currently subject to the stay of proceedings provided for therein, as appears from the Certificates of Filing of a Notice of Intention to Make a Proposal communicated herewith as Exhibit **R-4**;

3. THE PETITIONERS' FINANCIAL OPERATIONS

3.1 Operating Financing and Expenses

20. The Petitioners formerly had a secured operating facility with the Bank of Montreal ("**BMO**"), but that facility was paid out and expired by its own terms on March 31, 2014. There are no amounts currently outstanding to BMO.

21. The operations of the Petitioners are now financed primarily by the credit terms of its supply arrangements with the U.S. Affiliates. Virtually all of the Petitioners' inventory is supplied by the U.S. Affiliates on credit. When that inventory is sold in Canada, operating receipts are used to fund Canadian operating costs such as wages and rent, and any surplus is used to repay the trade indebtedness owing to the U.S. Affiliates.

22. The Petitioners have now been advised by the U.S. Affiliates that no new inventory will be provided to the Petitioners. In addition to freezing inventory supply, this has the effect of eliminating the Petitioners' access to trade financing.

23. It is accordingly anticipated that, if granted by this Honourable Court, the interim receivership would be funded solely out of cash on hand and trade receipts from inventory on hand with the Petitioners.

24. Both of the Petitioners' existing insurance policies are provided by AIG Insurance Company of Canada (Property), ACE INA Canada (General Liability) and Liberty International Canada (Umbrella), and the aggregate monthly premiums in the approximate amount of $30,000 per month have historically been paid by the U.S. Affiliates in connection with the payment of premiums of the U.S. Affiliates' policies, and the corresponding amounts recorded as intercompany debt.

25. The U.S. Affiliates are no longer willing or able to continue to fund policies on behalf of the Petitioners. It is accordingly anticipated that, if appointed, the Interim Receiver will remit an amount equal to the Petitioners' share of insurance premiums to the U.S. Affiliates on a monthly basis.

26. Credit card payments received by customers are processed by either Global Payments (Visa/Master Card) or by American Express and are deposited in the same account as the stores cash deposits ("**Store Deposit Account**"). On a daily basis, these funds are transferred for each store to the Canadian dollar aggregation account ("**Aggregation Account**") for each respective Petitioner. Disbursements are made from the Aggregation Account for Canadian currency payments. For US dollar disbursements, the funds are transferred from the Aggregation Account to a US denominated account and then disbursed.

3.2 Secured creditors

27. The Petitioners have no secured operating creditor, and no other material secured creditors.

28. As disclosed in the Register of Personal and Movable Real Rights (for Quebec) and Personal Property Security Registries (for provinces other than Quebec) communicated herewith as Exhibit **R-5**, the Petitioners have the following registered secured creditors:

AA Retail

a) *Bank of Montreal*: BMO has filed registrations in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Nova Scotia in respect of all of AA Retail's present and after acquired property. These registrations were made in respect of the BMO operating facility discussed above, which has been paid in full and terminated.

b) *Omega Leasing Canada*: Omega Leasing Canada has filed a registration in Ontario in respect of a 2013 Chevrolet Express.

c) *National Leasing Group Inc.*: National Leasing Group Inc. has filed numerous registrations in Quebec in respect of leased office equipment and point of sale equipment.

AA Wholesale

a) *Bank of Montreal*: BMO has filed registrations in Ontario and Quebec in respect of all of AA Wholesale's present and after acquired property. These registrations were made in respect of the BMO operating facility discussed above, which has been paid in full and terminated;

3.3 Unsecured creditors

29. As at October 31, 2016, AA Retail owes an approximate aggregate amount of $1,779,655.66 to its unsecured creditors (including $1,680,253.29 owing to an entity known as Prince Activewear (now American Apparel (USA) LLC (AME), a U.S. Affiliate), in connection with unpaid inventory), including current and past-due amounts;

30. AA Retail is also a creditor of the U.S. Affiliates for the amount of approximately $17.9 million, which balance arose as a result of intercompany loans made to certain U.S. Affiliates to fund operations, giving rise to a substantial set-off claim in respect of a large part of its unsecured debt.

31. As at October 31, 2016, AA Wholesale owes an approximate aggregate amount of $391,001.92 to its trade suppliers (including $374,522.38 owing to U.S. Affiliates in connection with unpaid inventory), including current and past-due amounts, and approximately $922,698.53 owing to U.S. Affiliates on account of intercompany loans to fund AA Wholesale operations.

32. To date, all wages and salaries have been paid.

33. To date, all sales taxes owing have been paid, and all source deductions have been remitted to the appropriate government authority.

34. The Petitioners have recurring monthly payments of approximately $1.8 million, representing *inter alia* rent and salaries;

4. INTERNATIONAL WIND DOWN

35. American Apparel is one of North America's largest clothing manufacturers and retailers, with three manufacturing facilities and one distributing facility in the United States, and approximately 193 retail stores worldwide.

36. Despite its prominence, business has not been good. Indeed, this year alone, the Petitioners' Canadian operations have experienced a 37.7% year-over-year decline in sales.

37. The U.S. Affiliates are engaged in a marketing process to sell certain or all of their assets. That process is ongoing.

5. CANADIAN WIND DOWN

38. As discussed above, American Apparel's Canadian operations are vertically integrated, with substantially all of the inventory of AA Retail being supplied by the U.S. Affiliates.

39. The Petitioners have traditionally depended on the U.S. Affiliates for administrative support, including accounting, cash management, inventory management and marketing. Recently, however, the U.S. Affiliates cut off their sale of inventory to the Petitioners and began to limit their provision of administrative support. Without that support, continued operations are impracticable and not cost effective.

40. The Petitioners therefore filed their NOIs immediately upon receiving notice that their supply of inventory and administrative support would be cut off, in order to derive the benefits of comprehensive stays of proceedings that would protect them the inevitable claims and actions by creditors and other stakeholders.

41. However, the Petitioners lack the management and direction to complete proposal proceedings, and therefore seek the appointment of KPMG as Interim Receiver, in order that the Interim Receiver can be charged with sufficient management and control of the Petitioners' assets and operations to effect a court-supervised, transparent and orderly sales process or wind-down.

42. It is not contemplated that a comprehensive sale process will be put forward by the Interim Receiver for Canada. Indeed, due to the Petitioners' reliance on the U.S. Affiliates for supply, intellectual property and branding, it is not feasible to market the Canadian business on its own on a going concern basis. Accordingly, the Interim Receiver, if appointed, would coordinate a sale process involving the

Canadian assets and business in a coordinated effort with the U.S. Affiliates, should the U.S. Affiliates undertake a formal sale process, subject in all cases to approval of this Honourable Court.

43. Details of any potential going concern sale process coordinated with the U.Ss Affiliates, if any, shall be provided to this Honourable Court on a periodic basis by the Interim Receiver, if appointed.

44. To the extent an international transaction does not include all Canadian assets and operations, or should no transaction involving Canadian assets on a going concern basis culminate at all, it is anticipated that the Interim Receiver would oversee the liquidation process in respect of the remaining Canadian property, subject to approval of this Honourable Court.

45. In any event, it is anticipated that the Interim Receiver, if appointed, will seek the approval of this Honourable Court of any sale or marketing process.

6. ROLE OF THE INTERIM RECEIVER

46. As stated above, the Petitioners submit that the appointment of the Interim Receiver is necessary due to the prevailing loss of inventory supply from the U.S. Affiliates and in order to ensure a transparent process under the auspices of the Court.

47. The Interim Receiver, if appointed on the terms sought by the Petitioners, would also preserve and protect the Petitioners' assets and operations for the duration of the wind-up process, including in respect of:

a) Lease Matters: All of the premises occupied by the Petitioners are leased. It is anticipated that certain retail locations will be closed in the short term, while others will remain open for some period of time. While the Petitioners may already have the ability to do so pursuant to the NOIs, the Interim Receiver will be integral in working with landlords to facilitate Petitioners' orderly disclaimers of un-needed leases, assignments of leases with market value and the continued occupation and payment of rent at locations that are to remain open.

b) Employee Matters: The Interim Receiver will play an important role in maintaining continuity of operations, including with respect to communicating with employees. Some employees will unfortunately be terminated in the short term, and the Interim Receiver can work to facilitate an orderly transition for them. For those employees who will be retained to assist with the sale process and/or liquidation, the Interim Receiver will work to manage the communication and implementation of that.

c) Inventory Management: The Petitioners' only source of inventory has been discontinued. The Interim Receiver will accordingly work to consolidate and maximize value for existing inventory, with the assistance of the Petitioners' employees.

d) Brand Stability: The Interim Receiver will strive to maintain stability and consumer confidence in the midst of the inevitable uncertainty created by any potential sale or any liquidation of the Petitioners' business and assets, and corresponding publication of news that American Apparel's foreign affiliates will also be liquidated in accordance with their domestic law.

48. The Petitioners submit that only an interim receiver is capable of providing the foregoing direction, transparency, confidence and stability, under the circumstances. However, Mr. Bennett Nussbaum, in his capacity as sole director and officer of the Petitioners, will retain certain powers to direct the Petitioners in respect of coordinating with the U.S. Affiliates in respect of the ultimate liquidation of Canadian assets.

49. Thus while the Interim Receiver, if so appointed by this Court, would have possession and control of the assets and operations of the Petitioners and of its receipts and disbursements, it would not have control over ultimate corporate decision making process in the context of the current proposal proceedings. The proposed draft Receivership Order contemplates this dichotomy of powers.

7. CHARGES SOUGHT

50. The Petitioners are seeking two charges in the proposed draft Receivership Order: a charge to secure the Petitioners' indemnification liability to their directors and officers for directors and officers' liability, to a maximum amount of $950,000 (the "**D&O Charge**"), and a charge to secure the costs of the Interim Receiver, its counsel, and the Petitioners' counsel, incurred in connection with the administration of the proposed interim receivership, to a maximum amount of $750,000 (the "**Administration Charge**", and together with the D&O Charge, the "**Interim Charges**").

51. In the Petitioners' submission, the Interim Charges are reasonable and necessary in order to facilitate the undertaking of the Interim Receiver's mandate.

D&O Charge

52. A successful conduct of the Petitioners' sale process, run by the Interim Receiver in coordination with the Chapter 11 Proceedings, will only be possible with some minimum level of continuity of the board of directors and officers. Bennett Nussbaum is currently the sole director and officer, and provided the D&O Charge is granted, has agreed to continue to be the sole director and officer during the pendency of these proceedings.

53. Mr. Nussbaum's continued involvement in these proceedings is vital, as he will be the sole connection to the former executive management oversight that was

provided in the ordinary course by personnel of the U.S. Affiliates. The Interim Receiver is anticipated to be able to retain sufficient store management and sales associates to facilitate a sale process and/or liquidation, but Mr. Nussbaum's participation will help with a smooth transition and access to some of the institutional knowledge of the U.S. Affiliates

54. The U.S. Affiliates maintain directors' and officers' liability insurance policies (together, the "**D&O Insurance**"), which includes coverage of Mr. Nussbaum in his capacity as sole director and officer of the Petitioners. In addition, there are also indemnities which have been given by the Petitioners to Mr. Nussbaum under the Petitioners by-laws. However, the D&O Insurance is linked to the U.S. Affiliates policies, and the Petitioners cannot be certain that it will remain in place.

55. Upon cessation of operations, the Petitioners may not have sufficient funds, or access to sufficient funds, to satisfy these indemnities should Mr. Nussbaum be found responsible for the full amount of his potential liabilities.

56. Mr. Nussbaum has expressed significant concern with respect to potential personal liability if he continues in his current capacities. It is important that adequate protection be afforded to Mr. Nussbaum should he stay on to assist during the upcoming period.

57. The amount sought in respect of the D&O Charge is consistent with the estimates and calculations performed by KPMG at the request of the Petitioners in regard to the potential D&O Liability. It is respectfully submitted that the amount of the D&O Charge is fair and reasonable in the circumstances, and would only be accessed and relied upon to the extent the D&O Insurance coverage was insufficient or not available.

Administration Charge

58. The Petitioners are also seeking a charge to secure the costs of the professionals involved in the proposed interim receivership, including the Petitioners' counsel, the Interim Receiver and the Interim Receiver's counsel. It is anticipated that these costs will be funded out of operating receipts, and in the Petitioners' submission it is entirely conventional and appropriate under the circumstances for the professionals undertaking this process to be secured for their reasonable fees and disbursements.

Priority of Charges

59. The Petitioners are bringing this motion on an *ex parte* basis. Subject to a further motion on notice to interested parties with respect to the priority of the Charges, the proposed Receivership Order specifically provides that the Charges will not have priority over any security interests, trusts, liens, charges and encumbrances, statutory or otherwise, which are properly perfected security interests as of the date of the Receivership Order in favour of any other person.

8. GROUNDS FOR THIS MOTION

60. The Petitioners have lost their access to future inventory from the U.S. Affiliates, as well as administrative support and the sustained ability to use intellectual property under licence;

61. The Petitioners have both filed notices of intention to make a proposal, which have resulted in protective stays of proceedings;

62. The appointment of KPMG as interim receiver is necessary for the protection of the Petitioners' estate and is in the interests of the Petitioners' creditors and stakeholders, including their employees and landlords, for the purpose of coordinating a sale and/or liquidation process;

63. Therefore, the Petitioners submit that it is just and convenient that KPMG be appointed as interim receiver of the assets of the Petitioners;

64. This requested appointment of an interim receiver will allow KPMG to (i) have the necessary powers to continue exploring realization alternatives, (ii) adequately negotiate with prospective liquidators and/or purchasers in connection with the sale of the Petitioners' inventory, (iii) proceed with the sale/liquidation of the Petitioners' assets in order to maximize their value, all under the supervision of this Honourable Court, (iv) coordinate the payment of occupation rent or orderly lease disclaimers with the Petitioners' landlords, (v) manage its receipts and disbursements and (vi) maintain transparent and coordinated communications with the Petitioners' employees;

65. The foregoing powers of the Interim Receiver will all provide the Petitioners with the ability to work towards making a proposal to creditors, which would not be possible if the Petitioners' business was immediately liquidated without oversight.

66. More specifically and without in any way limiting the generality of the foregoing, the Petitioners submit that the appointment of an interim receiver is just and convenient because it will generally benefit all of the Petitioners' stakeholders and creditors by:

   a) allowing the continuity of the Petitioners' operations in certain locations while the liquidation is completed, with a view to:

i) continuing the employment of some of the current employees in the short term;

ii) preserving the value of the Petitioners' remaining inventory; and,

iii) facilitating the orderly and transparent short term continuation, assignment or disclaimer of the Petitioners' leases;

b) protecting the interest of the Petitioners' stakeholders given the Court-supervised process;

67. The only way to provide adequate protection to the Petitioners to ensure the efficiency and proper execution of the Interim Receiver's mandate for the ultimate goal of protecting the value of their assets, is for this Honourable Court to render an Order that includes an order of non-interference with the Interim Receiver, the Petitioners and their assets, which is a broader remedy than the current stay of proceedings in favour of the Petitioners and their assets created by the NOI;

68. Furthermore, as set forth above, the situation is deteriorating quickly, as the Petitioners have lost the administrative support of the U.S. Affiliates, sustained access to intellectual property rights, and substantially all of their supply of inventory;

69. Without the appointment of the Interim Receiver and the facilitation of an orderly sale and/or liquidation process, landlords will likely terminate leases, and employees may quit, which would lead to the devaluation and potential inability to liquidate the Petitioners' remaining inventory in an orderly fashion, to the prejudice of the interests of other creditors and stakeholders and to the potential prejudice of an integrated sale process or proposal filing that may provide greater benefits and recoveries to the estate and its stakeholders;

70. It is therefore urgent that this Honourable Court grant the Receivership Order (Exhibit R-1) sought by the present Motion, and appoint KPMG as Interim Receiver;

71. KPMG is qualified and has agreed to act as interim receiver of the assets of the Petitioners and exercise any and all of the proposed powers provided for in the draft Receivership Order (Exhibit R-1) and has consented to this appointment;

72. During the receivership, the Petitioners expect to fund essential costs (primarily occupation rent, salaries and professional fees) using cash on hand and operating receipts;

73. The present Motion is well founded in fact and in law.

WHEREFORE, THE PETITIONERS PRAY, BY JUDGMENT TO INTERVENE HEREIN, THIS HONOURABLE COURT TO:

GRANT the present Motion for the Issuance of an Order appointing an Interim Receiver (the "**Motion**");

ISSUE an order substantially in the form of the draft order communicated as Exhibit R-1 in support of the Motion;

ORDER the provisional execution of the Order notwithstanding appeal;

THE WHOLE without costs, save in case of contestation.

MONTREAL, November 10, 2016

Blake, Cassels & Graydon

BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioner

AFFIDAVIT

I, the undersigned, **BENNETT NUSSBAUM**, having a place of business at 1550 rue Metcalfe, Suite 1500 Montreal, QC, H3A 1X6, solemnly declare:

1. I am the sole director and officer of Petitioners American Apparel Canada Retail Inc. and American Apparel Canada Wholesale Inc;

2. All the facts alleged in the Motion for the Issuance of an Order Appointing an Interim Receiver are true.

AND I HAVE SIGNED

BENNETT NUSSBAUM

Solemnly, declared before me at Los Angeles
California, this 10th day of November, 2016

Notary Public

SEE CALIFORNIA
Jurat FORM
ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 11th day of November, 2016, by * Bennett Nussbaum *, proved to me on the basis of satisfactory evidence to be the person(~~s~~) who appeared before me.

MICHAEL JAMES NEIGHBORS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2144542
LOS ANGELES COUNTY
My Comm. Exp. February 29, 2020

(Seal)

Signature

NOTICE OF PRESENTATION

TO: **KPMG INC.**
600, boul. de Maisonneuve Ouest, Suite 1500
Montréal, QC H3A 0A3

Proposed Receiver

TAKE NOTICE that the *Motion for the Issuance of an Order appointing an Interim Receiver and Creating Interim Charges* will be presented for adjudication before one of the Honourable Judges of Superior Court or to the Registrar, sitting in the Commercial Division in and for the District of Montréal, in Room **16.10** of the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, (Québec), H2Y 1B6, on **November 11, 2016 at 9:00 a.m.** or soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, November 11, 2016

Blake, Cassels & Graydon

BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioner

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APPENDIX B NOTES TO THE PROJECTED CASH FLOW AND STATUTORY REPORTS OF THE INTERIM RECEIVER AND THE COMPANY

CANADA	**SUPERIOR COURT**
PROVINCE OF QUEBEC	**COMMERCIAL DIVISION**
DISTRICT OF QUEBEC	
DIVISION: 01-MONTREAL	
S.C.: 500-11-051624-167	
SUPER.: 41-2186924	

IN THE MATTER OF THE PROPOSAL OF: **AMERICAN APPAREL CANADA WHOLESALE INC.**, body politic and corporate, duly incorporated according to Law, and having its head office at 1550 Metcalfe Street, Suite 1500, in the city of Montreal, province of Quebec H3A 1X6.

American Apparel Canada Wholesale Inc. & American Apparel Canada Retail Inc. (collectively, the "Company")
Summary Consolidated Cash Flow Projections
For the period December 4, 2016 to January 28, 2017
in CAD $000's

Projected Cash Receipts	
Retail Sales Collections	5,898
Accounts Receivable Collections - Wholesale	50
Total Receipts	**5,948**
Projected Cash Disbursements	
Payroll and Benefits	1,232
Occupancy Costs	944
Operating Costs	1,146
Security Deposits	100
Restructuring Fees	976
Sales Tax Remittances (Refund)	390
Total Disbursements	**4,788**
Projected Net Cash Flow	**1,161**
Cash Position	
Opening Cash Position (Net of Outstanding Cheques)	1,399
Projected Net Cash Flow	1,161
Projected Closing Cash Position	**2,560**

To be read in conjunction with the attached Summary of Notes and Assumptions

Dated December 8, 2016

AMERICAN APPAREL CANADA WHOLESALE INC.

By: Bennett Nussbaum

KPMG INC.

By: Dev A. Coossa, CIRP, LIT

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LEGAL

American Apparel Canada Wholesale Inc. & American Apparel Canada Retail Inc.
(collectively, the "Company")
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Summary of Notes and Assumptions

1. The Consolidated Cash Flow Projections (the "**Cash Flow**") have been prepared by the Company, with the assistance of KPMG Inc. ("**KPMG**") acting in its capacity of Trustee under the Notice of Intention to Make a Proposal (the "**NOI**") and Interim Receiver of the Company. The Company has prepared the Cash Flow on a consolidated basis due to the nature of their operations which are comingled and intertwined.

2. On November 9, 2016, the Company filed an NOI under the *Bankruptcy and Insolvency Act*. On November 11, 2016, pursuant to a motion filed by the Company, KPMG has been appointed as Interim Receiver over the assets and affairs of the Company.

3. The Cash Flow is based on unaudited information, solely for the purpose of projecting the cash receipts and disbursements of the Company during the NOI, which commenced on November 9, 2016. The Cash Flow is presented for the period December 4, 2016 to January 28, 2017 (the "**Cash Flow Period**").

4. The Cash Flow has been prepared primarily based on historical trends. The actual timing and amount of receipts and disbursements may vary from the Cash Flow and the variances may be material. The Cash Flow is presented in thousands of Canadian dollars.

5. Payroll and Benefits relate to the Company's sales and administrative employees and include the necessary remittances and fringe benefits.

6. Occupancy Costs include rent payments (including common area maintenance and taxes) for the leased premises and stores, as well as utility costs.

7. Operating Costs include insurance, freight, advertising, credit card fees, store supervision costs, and other miscellaneous operating expenses.

8. Tax remittances include HST and other Provincial taxes, accrued subsequent to the commencement of the NOI.

9. Restructuring fees include payments to the Company's legal counsel and other advisors, the Proposal Trustee, the Interim Receiver and its counsel, as well as the agent retained to assist in the liquidation of inventory.

10. The Cash Flow does not include payment of accounts payable arrears for the period before the filing of the NOI.

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC
DIVISION: 01-MONTREAL
S.C.: 500-11-051625-164
SUPER.: 41-2186921

SUPERIOR COURT
COMMERCIAL DIVISION

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CANADA		SUPERIOR COURT
PROVINCE OF QUEBEC		COMMERCIAL DIVISION
DISTRICT OF QUEBEC		
DIVISION:	01-MONTREAL	
S.C.:	500-11-051624-167	
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CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC
Division N°: 01 - Montréal
Court N°: 500-11-051625-164
Estate N°: 41-2186921

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

AMERICAN APPAREL CANADA RETAIL INC., body politic and corporate, duly incorporated according to Law, and having its head office at 1550 Metcalfe Street, Suite 1500, in the city of Montreal, province of Quebec H3A 1X6.

REPORT ON CASH-FLOW STATEMENT
BY THE PERSON MAKING THE PROPOSAL
(Paragraph 50(6)(c) and 50.4(2)(c) of the Act)

The management of AMERICAN APPAREL CANADA RETAIL INC., has/have developed the assumptions and prepared the attached statement of projected cash-flow of the insolvent person, as of the 8th day of December 2016, consisting of the period from December 4, 2016 to January 28, 2017.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the Notes, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the Notes.

Since the projections is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the Notes, using a set of hypothetical and probable assumptions set out in the Notes. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at Montreal, this 8th day of December 2016.

AMERICAN APPAREL CANADA RETAIL INC.

Bennett Nussbaum

A A
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LEGAL

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC
Division N°: 01 - Montreal
Court N°: 500-11-051624-167
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