

**GOVERNING COUNCIL JUDICIAL BOARD  
THE UNIVERSITY OF TORONTO**

**IN THE MATTER OF** charges of academic misconduct filed on July 20, 2023,

**AND IN THE MATTER OF** the *University of Toronto Act*, 1947, S.O. 1947, c. 112, as am.  
And the *University of Toronto Act*, 1971, S.O. 1971, c. 56 as amended. S.O. 1978, c. 88

**B E T W E E N:**

**UNIVERSITY OF TORONTO**

**- and -**

**C [REDACTED] - C [REDACTED] T [REDACTED]**

**REASONS FOR DECISION**

**Hearing Date:** March 27, 2024, via Zoom

**Members of the Judicial Board:**

Sana Halwani, Chair  
Professor Douglas E. McDougall, Faculty Member  
Nelson Lee, Student Member

**Appearances:**

Lily Harmer, Counsel for the University, Paliare Roland Rosenberg Rothstein LLP  
Janet Song, Counsel for the University, Paliare Roland Rosenberg Rothstein LLP  
Hillson Tse, RGZ Law, Counsel for the Former Student

**Hearing Secretary:**

Christopher Lang, Director, Office of Appeals Discipline and Faculty Grievances

**Not In Attendance:**

**C [REDACTED] - C [REDACTED] T [REDACTED]**

## I. Charges and Procedural History

1. The Judicial Board (the “Board”) held a hearing on March 27, 2024, to address the following charges brought by the University of Toronto (the “University”) against C■■■-C■■■T■■■ (the “Former Student”) pursuant to s. 48(c) of the *University of Toronto Act, 1947* (the “1947 Act”) and s. 2(14)(o) of the *University of Toronto Act, 1971* (the “1971 Act”), collectively, the “Acts”:
  1. On or about April 18, 2022, you were guilty of infamous conduct in that you forged or in any other way altered or falsified an academic record, and/or uttered, circulated or made use of any such forged, altered or falsified record, and/or attempted to utter, circulate or make use of such forged, altered or falsified record, namely a document purporting to be a transcript of your academic history at the University of Toronto.
  2. On or about April 18, 2022, you were guilty of disgraceful conduct in that you forged or in any other way altered or falsified an academic record, and/or uttered, circulated or made use of any such forged, altered or falsified record, and/or attempted to utter, circulate or make use of such forged, altered or falsified record, namely a document purporting to be a transcript of your academic history at the University of Toronto.
  3. On or about April 18, 2022, you were guilty of conduct unbecoming a graduate of the University in that you forged or in any other way altered or falsified an academic record, and/or uttered, circulated or made use of any such forged, altered or falsified record, and/or attempted to utter, circulate or make use of such forged, altered or falsified record, namely a document purporting to be a transcript of your academic history at the University of Toronto.
2. The Former Student was first registered in the Faculty of Arts and Science, University of Toronto in Fall 2016. In June 2021, he graduated from the University of Toronto with an Honours Bachelor of Science degree. The facts forming the basis of the charges occurred after the Former Student had graduated from the University. It is for that reason that the charges are being adjudicated by a Judicial Board of the Governing Council and not the University Tribunal.

## II. Agreed Statement of Facts.

2. At the outset of the hearing, the Board was advised that the Former Student was pleading guilty to charge 3 and that the matter would proceed on the basis of an Agreed Statement of Facts (“ASF”, attached as Appendix A to this decision without appended documents). The Board was also advised that if the Former Student’s plea was accepted, that the University would withdraw the first and second charges. The Board received into evidence a Book of Documents that included the ASF.
3. The Former Student pleaded guilty to charge 3, on the basis that an agent acting on his behalf falsified his academic record and made use of that falsified academic record in applying to graduate schools, and that while he was not personally aware that the agent had falsified these records, he acknowledges that it was his responsibility to supervise agents who were submitting applications on his behalf, and that his failure to do so constitutes conduct unbecoming a graduate of the University of Toronto.
4. The following description of the facts is taken from the ASF.
  7. On April 18, 2022, Sana Kwar, the former Manager of the University of Toronto Transcript Centre, received an email from World Education Services (“WES”). This email attached a copy of a document purporting to be the University transcript of the Former Student (the “Purported Transcript”) and requested that the University verify its authenticity.
  8. The Purported Transcript indicated it was a Transcript of Consolidated Academic Record as of January 26, 2021. It contained the Former Student’s name, student number, and birth month and day. It further indicated that the Former Student had been enrolled in courses from 2016 Fall to 2021 Winter, that he had earned a total of 23.5 credits to date with a cumulative grade point average (CGPA) of 3.83, and that he continued to be enrolled in six courses in the 2021 Winter term for which he would earn a further 3.0 credits if successful in each.
  9. WES is an organization that provides credential evaluations for international students and immigrants planning to work or study in the United States and Canada.

10. The Purported Transcript does not accurately reflect the grade information contained in the Official Academic Record. In comparing the Purported Transcript with the Official Academic Record, all of the numerical grades from Fall 2016 through the Winter 2020 term were inflated, including sessional, annual, and cumulative grade point averages. Two of the seven grades earned in Summer 2020 and Fall 202 [sic] were also inflated, as were some of the GPA numbers.

[...]

15. The Purported Transcript was dated January 26, 2021, when the Former Student was an active student. Accordingly, the allegation was initially dealt with as an offence under the *Code of Behaviour on Academic Matters*.

16. On June 1, 2022, the office of Student Academic Integrity (“SAI”) emailed the Former Student inviting him to meet with the Dean’s Designate to discuss the allegations. On June 15, 2021, the Former Student met with Colleen Dockstader, Dean’s Designate for Academic Integrity, to discuss the allegations against him (the “DD Meeting”). Laurie O’Handley, an Academic Integrity Specialist, also attended the DD Meeting and took notes.

[...]

19. During the meeting, the Former Student denied he had committed the academic offence of forgery. At the meeting and afterwards, the Former Student provided the following information:

- (a) he and his mother engaged an agency called “GATEIVY” (the “Agency”) to help him apply to graduate school (later the Former Student clarified that the counterparty to the contract with the Agency was a company called “Shanghai Erlun Education Technology Co., Ltd.”, not “GATEIVY”);
- (b) his mother paid the Agency approximately \$600-800 CAD to help edit and submit the Former Student’s graduate school applications (later the Former Student clarified that the amount paid was \$5,000 USD);
- (c) he provided the Agency with a personal statement, an official transcript, and recommendation letter. He sent the Agency a transcript downloaded from the Accessible Campus Online Resource Network (“ACORN”), a

web-based tool that stores students' academic, personal, and financial records;

- (d) the fee was paid upfront, and the Agency was not paid more if the Former Student was accepted to graduate school;
- (e) the Purported Transcript was doctored by the Agency and submitted to WES without his knowledge;
- (f) the Agency claimed to be based in Boston, United States and that they have an office in Shanghai, China (later the Former Student clarified that the Agency is based in Shanghai, China). The Former Student stated that he communicated with the Agency remotely and never met the representatives in person;
- (g) after he received an email from SAI notifying him of the allegations, he tried to contact the Agency using WeChat. He stated that he tried to reach the Agency's manager but could not make contact because the Agency was "bankrupted" in May 2021, and its website disappeared.

[...]

26. On June 16, 2022, SAI sent an email to the Former Student advising him that the matter would be forwarded to the Vice-Provost for review with the recommendation that charges be laid. The matter was subsequently forwarded to the Office of the Vice-Provost, Faculty and Academic Life.

### **III. Finding on Charges**

- 5. The University must establish on a balance of probabilities that an academic offence under the *1947 Act* has been committed by the Former Student. The *1947 Act* creates obligations on former students not to engage in infamous conduct, disgraceful conduct, or conduct unbecoming a graduate of the University.
- 6. In this case, the Board concluded that charge 3 had been proven and accepted the guilty plea of the Former Student in respect of that charge.

7. Although the Former Student's plea does not admit actual knowledge of the Agency's falsifications, the Former Student failed to supervise the Agency or review any applications submitted on his behalf. A student or former student cannot contract out of his responsibility to ensure that University records submitted in applications are authentic.
8. Here, the Former Student knew that the Agency would be submitting applications on his behalf; knew that the contract with the Agency included a reference to "personal background upscaling;" and knew from the contract that the Agency had an incentive to get the Former Student into a graduate program so as not to have to work for free for a further semester if the original applications failed.
9. The Former Student was reckless in his failure to supervise the Agency and abdicated his responsibility. Such abdication of responsibility constitutes conduct unbecoming a graduate of the University.
10. As was expressed in the *University of Toronto and T. C. H.* (October 29, 2019):

The integrity of the University as an educational institution and as a degree granting body is fundamental to the academic relationship, including the relationship between the Former Student and this University. Many important third parties, including as in this case institutions of higher education, rely on the records of transcripts, degrees and apparent letters of reference as correctly representing the academic achievements of those who submit them. Falsification of transcripts and letters of reference strikes at the heart of the honesty and integrity which is at the core of the academic experience and evaluation. It not only undermines the credibility of the University, but also the credibility of other students who have achieved and seek to rely on the records contained in their transcripts. The Former Student failed to ensure that the records he submitted to other academic institutions were accurate.

11. Based on both the Former Student's admission and the uncontradicted evidence as to the use of the falsified transcript by the Former Student's agent, the Board is satisfied that the Former Student uttered, circulated or made use of a forged, altered or falsified record, being a University of Toronto transcript.
12. Given the finding of guilt on charge 3, the University withdrew the first and second charges.

#### **IV. Finding on Penalty**

13. The sanctions that may be imposed for conduct found to be infamous, disgraceful, or unbecoming a graduate of the University are the cancellation, recall or suspension of a student's degree.
14. Once the Board had made a determination on the charges, the Board was provided with a Joint Submission on Penalty ("JSP"), which is attached as Appendix B. The proposed penalty included the following:
  1. The Bachelor of Science degree conferred by the University of Toronto on the Former Student be suspended for five years from the date of this order;
  2. The Former Student be required and directed to surrender for the degree certificate evidencing the Bachelor of Science degree conferred on him by the University of Toronto for the period of the suspension; and
  3. The fact that the University of Toronto has suspended for five years the Bachelor of Science degree it conferred on the Former Student be recorded on his academic record and transcript for a period of seven years from the date of this order.
15. To support this proposed penalty, Counsel to the University made submissions on the following:
  1. The high bar to depart from a JSP;
  2. Relevant factors in determining appropriate sanctions; and
  3. The typical penalties for similar cases.

##### ***A. High Bar to Depart from JSP***

16. The Board is not bound by the JSP and can decide on a penalty that is greater or lesser than what is being proposed. However, a joint submission with respect to penalty should be accepted unless the submission would be contrary to the public interest or bring the administration of justice into disrepute.

17. As was expressed in *University of Toronto and W.K.* (Case no. 1197, May 3, 2022) (“W.K.”):

The Tribunal is aware of the value in respecting and deferring to joint submissions. While the Tribunal retains the discretion to reject joint submissions in appropriate cases, the fact that adversarial parties have agreed on the appropriate sanction is a strong indication that the appropriate balancing of interests has occurred.

18. The Former Student has acknowledged that the Board has the ability to depart from a joint sentencing submission if it has grounds to do so, including to impose a more severe penalty than the one the JSP recommends.

### ***B. Relevant Factors***

19. It is well established in cases under the *Code of Behaviour on Academic Matters*, that in determining an appropriate sanction the following factors should be considered:

1. the character of the person charged;
2. the likelihood of repetition of the offence;
3. the nature of the offence committed;
4. any extenuating circumstances surrounding commission of the offence;
5. the detriment to the University occasioned by the offence; and
6. the need to deter others from committing a similar offence.

20. These factors apply equally for cases before the Judicial Board.

21. **Character of the Former Student:** The Former Student has admitted the offence which shows that he has insight into his actions and remorse for his conduct. In addition, the Former Student has participated and cooperated in the proceeding by entering into an ASF and JSP. Counsel to the Former Student was also permitted to read a letter from the Former Student into the record. In that letter, the Former Student expressed remorse and apologized for his actions. He also detailed what



may be considered mitigating personal circumstances, but counsel was quick to agree that these circumstances were not being introduced by way of evidence and could not be taken into consideration by the Board in that way. The letter did, however, further support the submission that the Former Student has taken ownership and responsibility for his actions.

22. **Likelihood of Repetition of the Offence:** The likelihood of repetition of the offence by the Former Student is low, both because he is no longer a student and because he had no prior academic offences while attending the University. There is therefore no pattern of conduct that requires specific deterrence.
23. **Nature of the Offence, General Deterrence, and Detriment Occasioned to University:** A forged transcript is a very serious offence. Where there are forged transcripts in circulation being submitted to other academic institutions and employers, the detriment occasioned to the University is very high. The University and its students expect and need others to be able to rely on the authenticity of transcripts and other University records. Forged records undermine the credibility and standing of the University and of the Former Student's peers. The need for general deterrence is also very high because of the impact of such offences on the University. The seriousness of the offence is not lessened when an Agency is the one who has forged the transcript on the Former Student's behalf.
24. **Extenuating Circumstances:** There is no evidence of extenuating circumstances. As noted above, the letter from the Former Student, while speaking to certain personal circumstances, was not evidence of those facts.
25. Taken as a whole, the factors suggest that the proposed penalty is reasonable, and balances the important need for general deterrence and the Former Student's remorse and cooperation with the proceeding.

### C. Similar Cases

26. The five-year suspension of degree is also in line with similar cases presented by Counsel to the University. While the Board is not bound by any of these decisions, they are helpful in assisting the Judicial Board in treating like cases alike.
27. In particular, the Board was directed to three Judicial Board decisions in which a five-year suspension of degree was ordered against a Former Student was in similar contexts: the *University of Toronto and C.Y.* (August 14, 2023) (“C.Y.”); the *University of Toronto and Y.L.* (September 10, 2021); and the *University of Toronto and T.C.H.* (October 29, 2019).
28. All of these cases involved former students using agencies to assist in preparing applications, and in which the former students were found to have participated recklessly in the circulation of forged University records.
29. On that basis, the Board found that the five-years suspension of degree was reasonable.
30. With respect to the notation on the transcript, the parties propose a seven-year notation, which is two years longer than the proposed suspension. The three cases listed above include either a five-year notation or a permanent notation. In support of a seven-year notation, Counsel to the University characterised the seven-years as “somewhere in the middle.” In contrasting *C.Y.* where the notation had been for only five years, Counsel noted that the former student in *C.Y.* had also lost their Master’s degree due of the forged transcript, and so the impact on the student was already very high.
31. The Board is of the view that the seven-year notation proposed is reasonable in all the circumstances, and will not deviate from the JSP given the high threshold to do so.
32. However, the Board notes that, unlike in Tribunal cases, a length of notation greater than the length of suspension should not be the default in Judicial Board cases. One of the central purposes of the notation is, as was said in the *W. K.*, “to ensure that

future professors and invigilators are aware of the Student's disciplinary history and are able to provide appropriate scrutiny of the Student's work" (para. 18). That purpose does not exist in the context of former students. A notation that is longer than the suspension can have the effect – for all practical purposes – of lengthening the suspension itself. While a longer or permanent notation may be warranted based on the specific facts of a case, we are of the view that it should not be assumed to be the default in Judicial Board cases.

33. Finally, we note that while s. 48(c) of *1947 Act* does not explicitly speak to notations on transcripts, the Judicial Board is vested with broad powers in respect of "provid[ing] for the cancellation, recall or suspension" of a degree, and the "procedure generally in respect of any such matter." As such, we believe it is within the jurisdiction of the Judicial Board to make such an order.

#### **V. Decision of the Board**

34. The penalty proposed by both parties is reasonable in light of the relevant factors, and is in line with penalties ordered in similar circumstances. The Board was therefore of the view that accepting the joint submission on penalty would not bring the administration of justice into disrepute.
35. At the conclusion of the hearing on penalty, the Board conferred and made the following order:
  1. The Former Student is guilty of conduct unbecoming a graduate of the University in respect of an application for admission to graduate school;
  2. The Bachelor of Science degree conferred by the University of Toronto on the Former Student be suspended for five years from the date of this order;
  3. The Former Student be required and directed to surrender for the degree certificate evidencing the Bachelor of Science degree conferred on him by the University of Toronto for the period of the suspension; and

4. The fact that the University of Toronto has suspended for five years the Bachelor of Science degree it conferred on the Former Student be recorded on his academic record and transcript for a period of seven years from the date of this order.
5. The parties agree that this case may be reported to the Provost for publication of a notice of the Judicial Board's decision and the sanction imposed, with the Former Student's name withheld.

DATED at Toronto, April 23, 2024

Original signed by:

---

Sana Halwani, Chair  
On behalf of the Judicial Board

## TAB E

GOVERNING COUNCIL JUDICIAL BOARD  
THE UNIVERSITY OF TORONTO

IN THE MATTER OF charges of academic misconduct filed on July 20, 2023,

AND IN THE MATTER OF the *University of Toronto Act, 1947*, S.O. 1947, c. 112, as am.

AND IN THE MATTER OF the *University of Toronto Act, 1971*, S.O. 1971, c. 56 as am. S.O. 1978, c. 88

B E T W E E N:

UNIVERSITY OF TORONTO

- and -

C █████ - C █████ T █████

## AGREED STATEMENT OF FACTS

1. For the purposes of this hearing, the Provost of the University of Toronto and C █████ C █████ T █████ have prepared this Agreed Statement of Facts (“ASF”). The Provost and Mr. T █████ agree that:

- (a) each document referred to in this ASF may be admitted into evidence before the Judicial Board for all purposes, including for the truth of the document’s contents, without further need to prove the document, except where otherwise stated; and
- (b) if a document indicates that it was sent or received by someone, that is prima facie proof that the document was sent and received as indicated.

2. This hearing arises out of charges filed on July 20, 2023. A copy of the charges is attached to this ASF as **Tab 1**. Mr. T █████ agrees that the charges are properly before the

Judicial Board and raises no issues related to the form of the charges, the manner in which they were referred for a hearing by the Governing Council, or the jurisdiction of the Judicial Board to hear them.

3. Mr. T [REDACTED] waives the reading of the charges, and pleads guilty to charge 3, on the basis that an agent acting on his behalf falsified his academic record and made use of that falsified academic record in applying to graduate schools, and that while he was not personally aware that the agent had falsified these records, he acknowledges that it was his responsibility to supervise agents who were submitting applications on his behalf, and that his failure to do so constitutes conduct unbecoming a graduate of the University of Toronto.

4. The Provost agrees that if the Tribunal convicts the Student on charge 3, the Provost will withdraw charges 1 and 2.

**A. Mr. T [REDACTED] academic history**

5. Mr. T [REDACTED] first registered in the Faculty of Arts and Science, University of Toronto in Fall 2016. In June 2021, he graduated from the University of Toronto with an Honours Bachelor of Science degree. He earned a Specialist designation in Applied Statistics and had a final cumulative grade point average of 2.67.

6. A copy of Mr. T [REDACTED] academic record contained in the Repository of Student Information (“**ROSI**”) as of April 29, 2022 (the “**Official Academic Record**”) is attached to this ASF as **Tab 2**.

**B. Correspondence from World Education Services**

7. On April 18, 2022, Sana Kwar, the former Manager of the University of Toronto Transcript Centre, received an email from World Education Services (“WES”). This email attached a copy of a document purporting to be the University transcript of Mr. T [REDACTED] (the “**Purported Transcript**”) and requested that the University verify its authenticity. A copy of WES’s April 18, 2022 email is attached to this ASF as **Tab 3**.

8. The Purported Transcript indicated it was a Transcript of Consolidated Academic Record as of January 26, 2021. It contained Mr. T [REDACTED] name, student number, and birth month and day. It further indicated that Mr. T [REDACTED] had been enrolled in courses from 2016 Fall to 2021 Winter, that he had earned a total of 23.5 credits to date with a cumulative grade point average (CGPA) of 3.83, and that he continued to be enrolled in six courses in the 2021 Winter term for which he would earn a further 3.0 credits if successful in each. A copy of the Purported Transcript is attached to this ASF as **Tab 4**.

9. WES is an organization that provides credential evaluations for international students and immigrants planning to work or study in the United States and Canada. A copy of WES’s home webpage and the most relevant pages for academic institutions is attached to this ASF as **Tab 5**.

**C. Comparison of the Purported Transcript with the Official Academic Record**

10. The Purported Transcript does not accurately reflect the grade information contained in the Official Academic Record.

## 1. Accurate information in the Purported Transcript

11. The following information is the same in the Purported Transcript when compared to the Official Academic Record:

- (a) *Name*: both state that they are the academic record of “C■■■-C■■■ T■■■”;
- (b) *Birth month/day*: the birth month/day on the Purported Transcript is the same as Mr. T■■■ birth month/day: ■■■■
- (c) *Student number*: the student number on the Purported Transcript is the same as Mr. T■■■ student number: ■■■■; and
- (d) *Transcript Symbols and Notations*: courses for which Mr. T■■■ did not receive a numerical grade but received a Credit (CR) or No Credit (NCR), or for which he was granted late withdrawal (LWD) were the same.

12. In the University’s records, there is only one student<sup>1</sup> named “C■■■-C■■■ T■■■” with the birth month/day of ■■■■: the subject of these proceedings, Mr. T■■■. A screenshot of a search of the University’s records for students with the name “C■■■-C■■■ T■■■” to attached to this ASF as **Tab 6**.

## 2. Inaccurate Information in the Purported Transcript

13. In comparing the Purported Transcript with the Official Academic Record, all of the numerical grades from Fall 2016 through the Winter 2020 term were inflated, including

---

<sup>1</sup> There is a second entry of a student named “C■■■-C■■■ T■■■” with the birth day/month of ■■■■. The parties to this ASF confirm that both entries refer to the same person: the subject of these proceedings, Mr. T■■■.



sessional, annual, and cumulative grade point averages. Two of the seven grades earned in Summer 2020 and Fall 202 were also inflated, as were some of the GPA numbers.

14. A detailed comparison of the Purported Transcript and T [REDACTED] Official Academic Record is attached to this ASF as **Tab 7**.

**D. Dean's Designate meeting**

15. The Purported Transcript was dated January 26, 2021, when Mr. T [REDACTED] was an active student. Accordingly, the allegation was initially dealt with as an offence under the *Code of Behaviour on Academic Matters*.

16. On June 1, 2022, the office of Student Academic Integrity (“SAI”) emailed Mr. T [REDACTED] inviting him to meet with the Dean’s Designate to discuss the allegations. A copy of this email is attached to this ASF as **Tab 8**.

17. On June 15, 2021, Mr. T [REDACTED] met with Colleen Dockstader, Dean’s Designate for Academic Integrity, to discuss the allegations against him (the “**DD Meeting**”). Laurie O’Handley, an Academic Integrity Specialist, also attended the DD Meeting and took notes. A copy of the notes taken during the DD Meeting is attached to this ASF as **Tab 9**. The parties agree the notes accurately reflect what was discussed, without admitting the truth of the specific statements made.

18. Professor Dockstader read Mr. T [REDACTED] the warning required under the *Code*.

19. During the meeting, Mr. T [REDACTED] denied he had committed the academic offence of forgery. Mr. T [REDACTED] stated that:

- (a) he and his mother engaged an agency called “GATEIVY” (the “**Agency**”) to help him apply to graduate school;
- (b) his mother paid the Agency approximately \$600-800 CAD to help edit and submit Mr. T█████ graduate school applications;
- (c) he provided the Agency with a personal statement, an official transcript, and recommendation letter. Mr. T█████ stated that he sent the Agency a transcript downloaded from the Accessible Campus Online Resource Network (“**ACORN**”), a web-based tool that stores students’ academic, personal, and financial records;
- (d) the fee was paid upfront, and the Agency was not paid more if Mr. T█████ was accepted to graduate school; and
- (e) the Purported Transcript was doctored by the Agency and submitted to WES without his knowledge.

20. Mr. T█████ stated the Agency claimed to be based in Boston, United States and that they have an office in Shanghai, China. Mr. T█████ stated he communicated with the Agency remotely and never met the representatives in person.

21. Mr. T█████ stated that after he received an email from SAI notifying him of the allegations, he tried to contact the Agency using WeChat. He stated that he tried to reach the Agency’s manager but could not make contact because the Agency was “bankrupted” in May 2021, and its website disappeared.

**E. Documents sent following the Dean's Designate Meeting**

22. On June 16, 2022, Mr. T [REDACTED] sent an email to SAI to follow up on the DD Meeting. Mr. T [REDACTED] continued to deny the allegations in the email. A copy of this email is attached to this ASF as **Tab 10**.

23. Mr. T [REDACTED] also clarified the following information:

- (a) contrary to his statement in the DD Meeting that he paid the Agency \$600-800, the total fees were actually \$5,000;
- (b) the Agency is based in Shanghai, China; and
- (c) the counterparty to the contract with the Agency was a company called "Shanghai Erlun Education Technology Co., Ltd.", not "GATEIVY".

24. Mr. T [REDACTED] also attached the following documents:

- (a) copies of two Official PDF Transcripts dated:
  - (i) January 15, 2021, which is attached to this ASF as **Tab 11**; and
  - (ii) August 4, 2021, which is attached to this ASF as **Tab 12**;
- (b) a copy of Mr. T [REDACTED] degree confirmation dated June 23, 2021, which is attached to this ASF as **Tab 13**;
- (c) screenshots of WeChat messages between Mr. T [REDACTED] and a purported representative of the Agency dated January 20, 2021, in which the representative requested that Mr. T [REDACTED] send his transcript. On January 20,

2021 at 4:49 PM, Mr. T [REDACTED] sent a file called “32313379\_eTranscript.pdf”. A copy of the screenshot, which is in the Chinese language, is attached to this ASF as **Tab 14**. A copy of the translation of the screenshot to English is attached to this ASF as **Tab 14-A**;

- (d) screenshot of a list of files sent by Mr. T [REDACTED] to the purported Agency representative via WeChat, which shows, among other things, that Mr. T [REDACTED] sent a file called “35593993\_eTranscript.pdf” on August 5, 2021. A copy of this screenshot is attached to this ASF as **Tab 15**;
- (e) screenshots of WeChat messages between two purported Agency representatives and a third person dated March 1, 2021, in which the participants are discussing signing a contract. A copy of the screenshots, which are in the Chinese language, is attached to this ASF as **Tab 16**. A copy of the translation of the screenshots to English is attached to this ASF as **Tab 16-A**;
- (f) screenshot of a remittance receipt dated March 26, 2021, which shows a payor named “Yuru Zhou” paying 32,721 Chinese Yuan to “Shanghai Erlun Education, Science and Technology Corporation, Ltd.” On March 26, 2021, 32,721 Chinese Yuan converted to \$6,295.23 Canadian Dollars. A copy of the screenshot, which is in the Chinese language, is attached to this ASF as **Tab 17**. A copy of the translation of the screenshot to English is attached to this ASF as **Tab 17-A**; and

(g) a copy of a document called “Standard Contract for Elite Education Consulting Service”, which was by signed R [REDACTED] Z [REDACTED] (Mr. T [REDACTED] mother) on Mr. T [REDACTED] behalf on March 9, 2021 (the “**Consulting Contract**”).

Among other things, the Consulting Contract provided that:

- (i) the contract is between “Party A” (C [REDACTED] -C [REDACTED] T [REDACTED]) and “Party B” (Shanghai Erlun Education, Science and Technology Corporation, Ltd. (Fifth Avenue Edu));
- (ii) Party B shall assist Party A in applying for graduate programs in the United States commencing in Fall 2021, including with respect to the following universities (section I, para. 1):
  - 1) New York University;
  - 2) University of Pennsylvania;
  - 3) John Hopkins University;
  - 4) University of Chicago;
  - 5) Boston University; and
  - 6) “other top 50 universities in USA”;
- (iii) Party B shall provide Party A “the scheme to completely upscale the personal background”, “including but not limited to matching the elite employment resources in USA/Canada[,] internship in the global top 500 enterprises, practical opportunities in well-known universities

and scientific research institutions both domestically and internationally[,] and also provide recommendation letters, thesis publications in domestic and international journals, in order to upscale Party A's application background" (section I, para. 1.3);

- (iv) Party B shall "refine all the application documents (PS, RL, CV) and file them online" (section I, para. 1.4);
- (v) if the applications fail for the semester, Party B shall continue to provide services for the following semester, and that Party A would not be required to pay any further service fee (section I, para. 2);
- (vi) Party A had the right to ask Party B to provide the documents in relation to Party A's applications, and the right to oversee the application process (section II, paras. 1.1-1.3); and
- (vii) Party A was obligated to provide to Party B true, accurate and complete personal information that included but was not limited to "passport, ID card, graduation certificate, schooling certificate, transcript, employment certificate, financial certificate, information collection form, family members, and personal health information" (section II, para. 2.3).

A copy of the Consulting Contract, which is in the Chinese language, is attached to this ASF **Tab 18**. A copy of the translation of the Consulting Contract to English is attached to this ASF as **Tab 18-A**.

25. The documents referred to in the ASF that are translated from the Chinese language to English were translated by Boqun Ma, a translator for All Languages Ltd. A copy of the translation affidavit dated September 12, 2023 is attached to this ASF as **Tab 19**.

**F. SAI forwarded the matter to the Vice-Provost**

26. On June 16, 2022, SAI sent an email to Mr. T [REDACTED] advising him that the matter would be forwarded to the Vice-Provost for review with the recommendation that charges be laid. A copy of this email is attached to this ASF as **Tab 20**.

27. The matter was subsequently forwarded to the Office of the Vice-Provost, Faculty and Academic Life.

**G. Additional University Records**

28. According to the University's records:

- (a) the most recent occasion on which Mr. T [REDACTED] ordered a transcript from the University was July 21, 2023. Mr. T [REDACTED] previously ordered a transcript on or about January 26, 2021, the date on the Purported Transcript. Mr. T [REDACTED] transcript order history is attached to this ASF as **Tab 21**;
- (b) Mr. T [REDACTED] birthdate is [REDACTED]. Mr. T [REDACTED] birthdate in ROSI is attached to this ASF as **Tab 22**; and
- (c) Mr. T [REDACTED] has registered three different addresses with the University. Mr. T [REDACTED] address information in ROSI is attached to this ASF as **Tab 23**.

**H. Admissions and acknowledgments**

29. Mr. T [REDACTED] admits that he did not prepare, review, or submit his application. He further admits that:

- (a) the Purported Transcript was forged, altered and falsified in that it inaccurately enhanced his academic record by inflating many of the marks and grade point averages he received at the University of Toronto;
- (b) it is his responsibility to ensure that all information about his academic record and history at the University of Toronto that is included in applications for admission to programs at academic institutions is accurate; and
- (c) his failure to do so constitutes conduct unbecoming a graduate of the University of Toronto.

30. Mr. T [REDACTED] acknowledges that he is signing this ASF freely and voluntarily, knowing of the potential consequences he faces, and does so having had the opportunity to seek the advice of counsel.

31. Mr. T [REDACTED] acknowledges that the Provost has made no assurances to he about what penalty the Judicial Board may impose if he is found to have violated the *University of Toronto Act, 1947*, and that the Judicial Board is not bound to impose the penalty sought by the Provost.

32. The parties agree that this agreement may be signed electronically and in counterparts.



Date: March , 2024  
03 / 21 / 2024

C - C T

C - C T



Date: March **21** , 2024

---

Lily Harmer  
Assistant Discipline Counsel  
University of Toronto

## TAB A

GOVERNING COUNCIL JUDICIAL BOARD  
THE UNIVERSITY OF TORONTO

IN THE MATTER OF charges of academic misconduct filed on July 20, 2023,

AND IN THE MATTER OF the *University of Toronto Act, 1947*, S.O. 1947, c. 112, as am.

AND IN THE MATTER OF the *University of Toronto Act, 1971*, S.O. 1971, c. 56 as am. S.O. 1978, c. 88

B E T W E E N:

UNIVERSITY OF TORONTO

- and -

C■■■■-C■■■■ T■■■■

## JOINT SUBMISSION ON PENALTY

1. This hearing before the Judicial Board established by the Governing Council arises out of charges of academic dishonesty filed by the Provost of the University of Toronto pursuant to section 48(c) of the *University of Toronto Act, 1947* and section 2(14)(o) of the *University of Toronto Act, 1971* (collectively the “**Acts**”). For the purpose of the sanction phase of the hearing, the Provost and C■■■■-C■■■■ T■■■■ have prepared a joint submission on penalty (“**JSP**”).
2. Mr. T■■■■ understands that the Judicial Board may depart from the recommendations contained in this joint submission on penalty and may impose sanctions against Mr. T■■■■ as set out in the *Acts*.
3. The Provost and Mr. T■■■■ submit that, in all the circumstances of the case, the Judicial Board should impose the following sanctions on Mr. T■■■■
  - (a) The Bachelor of Science degree conferred by the University of Toronto on Mr. T■■■■ be suspended for five years from the date of the order in this matter;

- (b) Mr. T [REDACTED] be required and directed to surrender for the degree certificate evidencing the Bachelor of Science degree conferred on him by the University of Toronto for the period of the suspension; and
- (c) The fact that the University of Toronto has suspended for five years the Bachelor of T [REDACTED] degree it conferred on Mr. T [REDACTED] be recorded on his academic record and transcript for seven years from the date of the order in this matter.

4. The parties agree that this case may be reported to the Provost for publication of a notice of the Judicial Board’s decision and the sanction imposed, with Mr. T [REDACTED] name withheld.

**A. Acknowledgments**

5. Mr. T [REDACTED] acknowledges that:
- (a) the Provost advised him of his right to obtain legal counsel and that he has obtained that advice or waived the right to do so; and
  - (b) he is signing this JSP freely and voluntarily, knowing of the potential consequences he faces and knowing that the Judicial Board is not bound by this JSP and has the discretion to impose a different penalty, including one that is more severe than the JSP recommends.

Date: March , 2024  
03 / 21 / 2024

C [REDACTED] - C [REDACTED] T [REDACTED]

C [REDACTED] - C [REDACTED] T [REDACTED]



Date: March 21, 2024

---

Lily Harmer  
Assistant Discipline Counsel  
University of Toronto



<b>Title</b>	Joint Submission on Penalty
<b>File name</b>	U of T, T [REDACTED] Jo...n on Penalty.DOCX
<b>Document ID</b>	30c8632e0b9985f1bfda4d062e28a5720500d834
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

Document History



SENT

**03 / 21 / 2024**

17:09:27 UTC

Sent for signature to C [REDACTED]-C [REDACTED] T [REDACTED]  
[REDACTED]@mail.utoronto.ca) from hillson@rgzlaw.com  
IP: 66.23.38.175



VIEWED

**03 / 21 / 2024**

17:09:54 UTC

Viewed by C [REDACTED]-C [REDACTED] T [REDACTED]  
[REDACTED]@mail.utoronto.ca)  
IP: 68.237.211.198



SIGNED

**03 / 21 / 2024**

17:11:06 UTC

Signed by C [REDACTED]-C [REDACTED] T [REDACTED]  
[REDACTED]@mail.utoronto.ca)  
IP: 68.237.211.198



COMPLETED

**03 / 21 / 2024**

17:11:06 UTC

The document has been completed.