

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**CANADIAN WESTERN BANK**

Applicant

**and**

**8438048 CANADA INC.**

Respondent

**AND IN THE MATTER OF AN APPLICATION under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**MOTION RECORD OF THE RECEIVER**

(Returnable March 11, 2025)

**VOLUME 2 OF 4**

February 28, 2025

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Lawyers for the Receiver, BDO Canada Limited

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# APPENDIX Z



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ ENDORSEMENT FORM**

COURT FILE NO.: CV-24-00729834-00CL DATE: JANUARY 16, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: **CANADIAN WESTERN BANK v. 8438048 CANADA INC.**

BEFORE: **JUSTICE W.D. BLACK**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

| Name of Person Appearing | Name of Party         | Contact Info     |
|--------------------------|-----------------------|------------------|
| Alec Hoy                 | Canadian Western Bank | ahoy@cassels.com |
|                          |                       |                  |

**For Defendant, Respondent, Responding Party, Defence:**

| Name of Person Appearing         | Name of Party | Contact Info                              |
|----------------------------------|---------------|---|
| Dylan Chochla<br>Jennifer Caruso | Receiver      | dchochla@fasken.com<br>jcaruso@fasken.com |
|                                  |               |   |

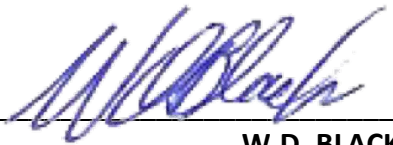
**For Other, Self-Represented:**

| Name of Person Appearing | Name of Party | Contact Info |
|--------------------------|---------------|--------------|
|                          |               |              |
|                          |               |              |

**ENDORSEMENT OF JUSTICE W.D. BLACK:**

- [1] Within the context of this application, the Receiver seeks an Amended and Restated Receivership Order, on consent of the Debtor, and the Respondent Canadian Western Bank ("CWB"), to amend the Receivership Order to grant the Receiver the authority to examine persons under oath, and certain related relief with respect to notices of examination.

- [2] As noted, the proposed amendment is on consent, and the subject of the initial proposed examination, Mr. Shoker, has apparently agreed that such examination is appropriate.
- [3] In the circumstances, I am granting the order sought, a signed copy of which is attached.
- [4] The Receiver advised that Mr. Shoker has thus far not provided the documentation that the Receiver requires him to provide (and which is set out in the Notice of Examination that the Receiver has recently served). I confirm the court's expectation that the requested documentation will be produced in advance of the examination.

  
\_\_\_\_\_  
W.D. BLACK J.

**DATE: JANUARY 16, 2025**

# APPENDIX AA

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

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January 20, 2025

**Dylan Chochla**  
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Facsimile +1 416 364 7813  
dchochla@fasken.com

By Email ([djaswal@jaswallaw.com](mailto:djaswal@jaswallaw.com))

JASWAL LAW  
201 City Centre Drive, Suite 200  
Mississauga, ON L5B 2T4  
**Attention: Dhanbir Jaswal**

Dear Mr. Jaswal

**Re: Receivership of 8438048 Canada Inc o/a AMG Global and GFS Logistics (“AMG”),  
CV-24-00729834-00CL**

---

We write further to our recent correspondence regarding the examination under oath of Mr. Narinder Shoker, as well as the Amended and Restated Receivership Order (the “**A&R Receivership Order**”) dated January 16, 2025 and the related Endorsement of Justice Black. The A&R Receivership Order and the Endorsement are enclosed to this letter for ease of reference.

In our letter dated January 9, 2025, we requested that Mr. Shoker produce the documents listed in the Notice of Examination dated January 7, 2025 (enclosed) (the “**January 7 Notice**”) by no later than January 15, 2025. None of those documents have been produced to date, nor has there been any explanation as to your client’s failure to produce those documents.

We repeat that your client remains in breach of the A&R Receivership Order, including paragraphs 5-6 thereof, as he has repeatedly failed or refused to adequately respond to the Receiver’s information requests.

Enclosed and served upon you please find the revised Notice of Examination dated January 20, 2025, for the examination of Mr. Shoker scheduled to proceed on January 24, 2025. That Notice of Examination repeats and adds to the requests for production of certain relevant documents in the January 7 Notice served upon your client.

Justice Black’s Endorsement specifically confirms the Court’s expectation that Mr. Shoker will produce the documents listed in the Notice of Examination in advance of his examination. We expect that your client will comply with His Honour’s Endorsement by producing the requested documents to the Receiver in advance of his examination and by no later than Wednesday January 22, 2025.

We trust that you will give this your immediate attention.

**FASKEN MARTINEAU DuMOULIN LLP**

A handwritten signature in black ink, appearing to read 'Dylan Chochla', with a long horizontal flourish at the end.

Dylan Chochla

DC/jlc

cc. Jennifer L. Caruso ([jcaruso@fasken.com](mailto:jcaruso@fasken.com))  
Josie Parisi, BDO Canada Limited ([jparisi@bdo.ca](mailto:jparisi@bdo.ca))  
Gary Cerrato, BDO Canada Limited ([gcerrato@bdo.ca](mailto:gcerrato@bdo.ca))

Enclosures

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

|                    |   |                                    |
|--------------------|---|------------------------------------|
| THE HONOURABLE     | ) | THURSDAY, THE 16 <sup>TH</sup> DAY |
|                    | ) |                                    |
| JUSTICE W.D. BLACK | ) | OF JANUARY, 2025                   |

**CANADIAN WESTERN BANK**

Applicant

- and -

**8438048 CANADA INC.**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended**

**AMENDED AND RESTATED ORDER  
(Amending and Restating Order (Appointing Receiver) dated December 4, 2024)**

**THIS APPLICATION** made by Canadian Western Bank (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 8438048 Canada Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the “**Property**”), was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavit of Jay Hamblin sworn November 14, 2024 and the Exhibits thereto, the Supplementary Affidavit of Jay Hamblin sworn November 28, 2024 and the Exhibits thereto, and the Aide Memoire of the Receiver dated January 14, 2025 and on hearing the submissions of counsel for the Receiver, and such other counsel and parties listed on the Participant Information Form, no one else appearing, although duly served as appears from the affidavits of service of Alec Hoy sworn November 22, 2024 and November 29, 2024, and on reading the consent of BDO to act as the Receiver and the consents of the Applicant and the Debtor dated January 14, 2025,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and the method of service validated so that this application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that references in this Order to the “date of this Order” or similar phrases refer to the date the Order (Appointing Receiver) of this Court was originally granted in these proceedings, being December 4, 2024.

### **APPOINTMENT**

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of the Property.

### **RECEIVER’S POWERS**

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreement (including any amendment and modification thereto), repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons from time to time (each, a **"Professional Advisor"**) and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property for sale or lease, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers, listing agents or leasing agents, and negotiating and entering into such terms and conditions of such sale, lease or engagement as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to consult with the Applicant on all matters relating to the Property and the receivership from time to time and to provide such information to the Applicant as may be reasonably requested;
- (o) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at their standard rates and charges;

- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to examine under oath Narinder Shoker and any other person reasonably thought to have knowledge of the affairs of the Debtor or any person who is or has been an agent, an officer, a director, a shareholder and/or an employee of the Debtor, respecting the Debtor or the Debtor's dealings or property, with all of procedures for examination and the rights and powers afforded to a trustee under section 163 of the BIA;
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, and all other persons acting on its instructions or behalf, (iii) 14713737 Canada Inc., and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons, including, for greater certainty, any corporation or entity that licenses to the Borrower the use of fleet-management software, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and any other papers, records and information and cloud-based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent

service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

8. **THIS COURT ORDERS** that, upon receiving a request by the Receiver, the Ministry of Transportation, Service Ontario, and/or any other government department, ministry or agency responsible for vehicle registration in any other Province or Territory of Canada are hereby directed to provide the Receiver with details relating to any transfer of ownership of any of the Property, including, without limitation, the identities of the parties to the transfer, the consideration paid and any other details reasonably incidental thereto.

9. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

10. **THIS COURT ORDERS** that any person referred to in paragraph 4(t) hereof who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file relating to the matters referred to in paragraph 4(t) hereof in accordance with a notice of examination issued to them by the Receiver may be compelled by further order of this Court to attend and testify, and to produce on their examination any such book, document, paper or electronic file.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

11. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

12. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

13. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract”

as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

14. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

15. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

16. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

17. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## PIPEDA

18. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a **“Sale”**). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

19. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, **“Possession”**) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the **“Environmental Legislation”**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

## **LIMITATION ON THE RECEIVER'S LIABILITY**

20. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## **RECEIVER'S ACCOUNTS**

21. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

24. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

26. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “A”** hereto (the “**Receiver’s Certificate**”) for any amount borrowed by it pursuant to this Order.

27. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **SERVICE AND NOTICE**

28. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/8438048-canada-inc.>

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

30. **THIS COURT ORDERS** that the Receiver and its counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these

proceedings, including any notices, Court materials or other correspondence, by forwarding true copies thereof by electronic mail to the Debtor, the Debtor's creditors or other interested parties and their advisors.

## **GENERAL**

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

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security

or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

37. **THIS COURT ORDERS** that this Order and all of its provisions are effective and are enforceable without the need for entry and filing.

  
\_\_\_\_\_

## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$\_\_\_\_\_

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties, including real property, of 8438048 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof (collectively, the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated \_\_\_\_\_, 2024 made in an application having Court file number CV-24-00729834-00CL (the "**Order**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BDO CANADA LIMITED, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity**

Per: \_\_\_\_\_

Name:

Title:

Canadian Western Bank  
Applicant

and 8438048 Canada Inc.  
Respondent

Court File No. CV-24-00729834-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**AMENDED AND RESTATED ORDER**  
**(Amending and Restating Order (Appointing Receiver) dated**  
**December 4, 2024)**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto, ON M5H 2T6

**Dylan Chochla (LSO: 62137I)**  
dchochla@fasken.com  
Tel. 416 868 3425

**Jennifer L. Caruso (LSO: 79321K)**  
jcaruso@fasken.com  
Tel. 416 865 4471

*Lawyers for the Receiver, BDO Canada Limited*



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ ENDORSEMENT FORM**

COURT FILE NO.: CV-24-00729834-00CL DATE: JANUARY 16, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: **CANADIAN WESTERN BANK v. 8438048 CANADA INC.**

BEFORE: **JUSTICE W.D. BLACK**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

| Name of Person Appearing | Name of Party         | Contact Info     |
|--------------------------|-----------------------|------------------|
| Alec Hoy                 | Canadian Western Bank | ahoy@cassels.com |
|                          |                       |                  |

**For Defendant, Respondent, Responding Party, Defence:**

| Name of Person Appearing         | Name of Party | Contact Info                              |
|----------------------------------|---------------|---|
| Dylan Chochla<br>Jennifer Caruso | Receiver      | dchochla@fasken.com<br>jcaruso@fasken.com |
|                                  |               |   |

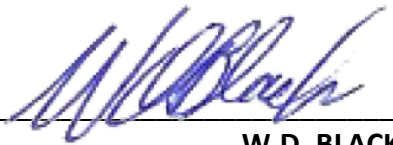
**For Other, Self-Represented:**

| Name of Person Appearing | Name of Party | Contact Info |
|--------------------------|---------------|--------------|
|                          |               |              |
|                          |               |              |

**ENDORSEMENT OF JUSTICE W.D. BLACK:**

- [1] Within the context of this application, the Receiver seeks an Amended and Restated Receivership Order, on consent of the Debtor, and the Respondent Canadian Western Bank ("CWB"), to amend the Receivership Order to grant the Receiver the authority to examine persons under oath, and certain related relief with respect to notices of examination.

- [2] As noted, the proposed amendment is on consent, and the subject of the initial proposed examination, Mr. Shoker, has apparently agreed that such examination is appropriate.
- [3] In the circumstances, I am granting the order sought, a signed copy of which is attached.
- [4] The Receiver advised that Mr. Shoker has thus far not provided the documentation that the Receiver requires him to provide (and which is set out in the Notice of Examination that the Receiver has recently served). I confirm the court's expectation that the requested documentation will be produced in advance of the examination.

  
\_\_\_\_\_  
W.D. BLACK J.

**DATE: JANUARY 16, 2025**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**CANADIAN WESTERN BANK**

Applicant

- and -

**8438048 CANADA INC.**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended**

**NOTICE OF EXAMINATION**

TO: NARINDER SHOKER  
c/o Dhanbir Jaswal  
Jaswal Law

YOU ARE REQUIRED TO ATTEND (*choose one of the following*)

- ☒ In person
- ☐ By telephone conference
- ☐ By video conference

at the following location:

Arbitration Place, Bay-Adelaide Centre, 333 Bay Street, Suite 900, Toronto, Ontario, M5H 2R2 ((416) 848-0203)

on Friday January 10, 2025, at 10:00 am. for an examination under oath in connection with the Receivership Order of Justice Black dated December 4, 2024.

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. All invoices for any trucks, trailers, or other vehicles purchased by 8438048 Canada Inc. (the “Debtor”);
2. All bank records demonstrating the transfer of funds for trucks, trailers, or other vehicles purchased by the Debtor from the following companies for payment of the following invoices:
  - a. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
  - b. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
  - c. to Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
  - d. to Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
  - e. to Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
  - f. to Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
  - g. to Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
  - h. to Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
3. All correspondence between the Debtor and the following parties, in which the parties transmitted the following invoices to the Debtor:
  - a. Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
  - b. Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
  - c. Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
  - d. Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
  - e. Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
  - f. Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
  - g. Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
  - h. Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
4. All vehicle ownership documents for trucks, trailers, or other vehicles owned by the Debtor;
5. All documents relating to sub-lease agreements or sub-lease arrangements between the Debtor and GFS International Inc., including but not limited to sub-lease agreements or sub-lease arrangements for the premises located at 425 Gibraltar Avenue, and sub-lease agreements or sub-lease arrangements for any trucks, trailers, or vehicles owned by the Debtor that have been sub-leased to GFS International Inc.;
6. All correspondence between the Debtor and the following leasing entities, in which the leasing entities transmitted the following estoppel letters to the Debtor:
  - a. Farm Credit Canada, in connection with the letter dated July 31, 2023 attached hereto as Schedule “I”;
  - b. Bodkin, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “J”;
  - c. Mitsubishi HC Capital Canada Leasing, Inc., in connection with the letter dated July 27, 2023 attached hereto as Schedule “K”;
  - d. Equirex, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “L”;
  - e. BVD Equipment Finance, in connection with the Acknowledgment dated July 28, 2023 attached hereto as Schedule “M”;
  - f. Daimler Truck Financial, in connection with the Acknowledgment dated July 31, 2023 attached hereto as Schedule “N”;

- g. Breadner Trailers, in connection with the letter dated August 3, 2023 attached hereto as Schedule "O";
- 7. All documents, including but not limited to releases, indicating that trucks, trailers, and other vehicles were returned to or repossessed by the following parties:
  - a. Daimler Truck Financial;
  - b. BVD Equipment Finance;
  - c. Breadner Trailers;
  - d. Paul Motor Leasing Company;
  - e. Interpool Inc.;
  - f. TFG Financial Corporation;
  - g. Riordan Leasing Inc.;
  - h. Mitsubishi HC Capital Canada Leasing, Inc.;
  - i. Vault Credit Corporation;
- 8. All books, records, and account information of the Debtor, including, but not limited to:
  - a. All monthly bank statements for the Debtor's bank accounts from fiscal years 2023 and 2024;
  - b. Copies of cancelled cheques for all bank accounts held by the Debtor;
- 9. The 2023 tax returns of the Debtor;
- 10. All correspondence between the Debtor and the Canada Revenue Agency in respect of HST refunds;
- 11. All Statements of Accounts for HST and Source Deductions accounts;
- 12. All payroll records for employees of the Debtor;
- 13. All T4s for employees of the Debtor for 2022, 2023, and 2024;
- 14. All insurance documentation for insurance policies held by the Debtor;
- 15. All outstanding receivable invoices, with proof of delivery;
- 16. All documents, including loan agreements and security agreements, related to any loans made by the Debtor to any other individual, corporation, or partnership, including but not limited to 14713737 Canada Inc.

January 7, 2025

TO: **JASWAL LAW**  
201 City Centre Drive, Suite 200  
Mississauga ON L5B 2T4  
Fax: 289 401 0641

**Dhanbir Jaswal**  
djaswal@jaswallaw.com  
Tel: 905 361 9797

Lawyers for the Respondent, 8438048 Canada Inc.

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road  
Abbotsford BC V2S 7P1  
+1 6048643100  
Harp@bigrigcanada.com  
GST/HST Registration No.: 776057267RT0001



Invoice

ADDRESS

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

SHIP TO

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

INVOICE

BR-1011

DATE

11/12/2023

EXPIRATION

20/12/2023

DATE

SALES PERSON

ADARSH BAJWA

| DATE | ACTIVITY        | DESCRIPTION  | QTY | RATE       | AMOUNT     |
|------|-----------------|--|-----|------------|------------|
|      | Peterbilt Truck | New 2023 Peterbilt 579<br>VIN#1XPBDP9X1PD879192                          | 1   | 235,000.00 | 235,000.00 |
|      | Kenworth Truck  | New 2024 Kenworth T680<br>VIN#1XKYDP9X0RJ974508<br>VIN#1XKYDP9X2RJ974509 | 2   | 235,000.00 | 470,000.00 |
|      | Tire Fee        | Tire Fee   | 3   | 140.00     | 420.00     |
|      | Admin Fee       | Admin Fee  | 3   | 200.00     | 600.00     |

SUBTOTAL 706,020.00

GST/HST @ 13% 91,782.60

TOTAL CAD 797,802.60

TAX SUMMARY

| RATE          | TAX       | NET        |
|---------------|-----------|------------|
| GST/HST @ 13% | 91,782.60 | 706,020.00 |

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 1 of 2

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 2 of 2

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road  
Abbotsford BC V2S 7P1  
+1 6048643100  
Harp@bigrigcanada.com  
GST/HST Registration No.: 776057267RT0001



Invoice

|                                   |                                   |            |            |
|-----------------------------------|-----------------------------------|------------|------------|
| ADDRESS                           | SHIP TO                           | INVOICE    | BR-1010    |
| 8438048 Canada Inc. O/AAMG GLOBAL | 8438048 Canada Inc. O/AAMG GLOBAL | DATE       | 11/12/2023 |
| 6 Darou Crescent.                 | 6 Darou Crescent.                 | EXPIRATION | 20/12/2023 |
| Brampton ON L6R 0N7               | Brampton ON L6R 0N7               | DATE       |            |

SALES PERSON  
Adarsh Bajwa

| DATE | ACTIVITY     | DESCRIPTION   | QTY | RATE      | AMOUNT     |
|------|--------------|---|-----|-----------|------------|
|      | Vanguard VXP | NEW 2024 Vanguard Dry Van<br>VIN#5V8VC5323RT401445<br>VIN#5V8VC5325RT401446<br>VIN#5V8VC5327RT401447<br>VIN#5V8VC5323RT401784<br>VIN#5V8VC5322RT401789<br>VIN#5V8VC532XRT401720<br>VIN#5V8VC5320RT401712<br>VIN#5V8VC5326RT401715<br>VIN#5V8VC5328RT401716<br>VIN#5V8VC532XRT401717 | 10  | 62,000.00 | 620,000.00 |
|      | Tire Fee     | Tire Fee  | 10  | 112.00    | 1,120.00   |
|      | Admin Fee    | Admin Fee   | 10  | 200.00    | 2,000.00   |

|               |                |
|---------------|----------------|
| SUBTOTAL      | 623,120.00     |
| GST/HST @ 13% | 81,005.60      |
| TOTAL         | CAD 704,125.60 |

TAX SUMMARY

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 1 of 2

|  | RATE          | TAX       | NET        |
|--|---------------|-----------|------------|
|  | GST/HST @ 13% | 81,005.60 | 623,120.00 |

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 2 of 2

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 82  
DATE 14/03/2024  
TERMS Net 30  
DUE DATE 13/04/2024

VIN 3AKJHHDR2MSLX5636 ODOMETER 564890 km YEAR/ MAKE/ MODEL 2021 / FREIGHT/FM2

| DATE | ACTIVITY     | DESCRIPTION   | TAX    | QTY | RATE       | AMOUNT     |
|------|--------------|---|--------|-----|------------|------------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755              | HST ON | 1   | 0.00       | 0.00       |
|      | BILL OF SALE | VIN-3AKJHHDR2MSLX5636<br>KM- 832618 km<br>MAKE - FREIGHTLINER<br>MODEL-CASCADIA FM2 | HST ON | 0   | 120,000.00 | 120,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X\_\_\_\_\_

TAX SUMMARY

|  | RATE           | TAX       | NET        |
|--|----------------|-----------|------------|
|  | HST (ON) @ 13% | 15,600.00 | 120,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 120,000.00     |
| HST (ON) @ 13% | 15,600.00      |
| TOTAL          | 135,600.00     |
| BALANCE DUE    | CAD 135,600.00 |

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 87  
DATE 19/03/2024  
TERMS Net 30  
DUE DATE 18/04/2024

VIN 4V4NC9EH4NN297675 ODOMETER 432789 KM YEAR/ MAKE/ MODEL 2022/VOLVO/VVN

| DATE | ACTIVITY     | DESCRIPTION  | TAX    | QTY | RATE       | AMOUNT     |
|------|--------------|--|--------|-----|------------|------------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755 | HST ON | 1   | 0.00       | 0.00       |
|      | BILL OF SALE | VIN -4V4NC9EH4NN297675<br>MAKE - VOLVO<br>MODEL - VVN<br>KM -432789 KM | HST ON | 1   | 110,000.00 | 110,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X \_\_\_\_\_

TAX SUMMARY

| RATE           | TAX       | NET        |
|----------------|-----------|------------|
| HST (ON) @ 13% | 14,300.00 | 110,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 110,000.00     |
| HST (ON) @ 13% | 14,300.00      |
| TOTAL          | 124,300.00     |
| BALANCE DUE    | CAD 124,300.00 |

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 88  
DATE 19/03/2024  
TERMS Net 30  
DUE DATE 18/04/2024

VIN 4V4NC9EH1LN226513 ODOMETER 576859 KM YEAR/ MAKE/ MODEL 2020/VOLVO / VVN

| DATE | ACTIVITY     | DESCRIPTION   | TAX    | QTY | RATE      | AMOUNT    |
|------|--------------|---|--------|-----|-----------|-----------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755  | HST ON | 1   | 0.00      | 0.00      |
|      | BILL OF SALE | VIN - 4V4NC9EH1LN226513<br>MAKE - VOLVO<br>MODEL - VVN<br>KM -576859 KM | HST ON | 1   | 90,000.00 | 90,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X \_\_\_\_\_

TAX SUMMARY

|  | RATE           | TAX       | NET       |
|--|----------------|-----------|-----------|
|  | HST (ON) @ 13% | 11,700.00 | 90,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 90,000.00      |
| HST (ON) @ 13% | 11,700.00      |
| TOTAL          | 101,700.00     |
| BALANCE DUE    | CAD 101,700.00 |



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0010-24

| QUANTITY | DESCRIPTION   | UNIT PRICE  | AMOUNT       |
|----------|---|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL148858<br>Hours: 5868 Hrs<br>Color: White | \$93,500.00 |              |
|          |   | SUBTOTAL    | \$93,500.00  |
|          |   | HST (13%)   | \$12,155.00  |
|          |   |             |              |
|          |   | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0011-24

| QUANTITY | DESCRIPTION  | UNIT PRICE  | AMOUNT       |
|----------|--|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL146902<br>Hours: 5581Hrs<br>Color: White | \$93,500.00 |              |
|          |  | SUBTOTAL    | \$93,500.00  |
|          |  | HST (13%)   | \$12,155.00  |
|          |  |             |              |
|          |  | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0012-24

| QUANTITY | DESCRIPTION   | UNIT PRICE  | AMOUNT       |
|----------|---|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL168723<br>Hours: 5487 Hrs<br>Color: White | \$93,500.00 |              |
|          |   | SUBTOTAL    | \$93,500.00  |
|          |   | HST (13%)   | \$12,155.00  |
|          |   |             |              |
|          |   | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



DREAM. GROW. THRIVE  
RÊVER. BÂTIR. RÉUSSIR.

July 31, 2023

To Whom It May Concern:

Please be advised that as of July 31, 2023, we have no further interest apart from the loan with respect to the following.

Number - 0000809045001, 0000809045002

Address - 7388 Guelph Line , Milton, ON , L0P1B0

Farm Credit Canada

Per:

A handwritten signature in black ink, appearing to read 'Taha Khan'.

Taha Khan  
Farm Credit Canada  
7025 Langer Drive, Suite 210,  
Mississauga, ON L5N 0E8



July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN: S/N #6001190255      1GRAA0620GW700611

Lease#: 50005281

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:

Amanda Hoey  
VP, Operations

Mitsubishi HC Capital Canada Leasing, Inc.  
1100 Burloak Drive, Suite 401  
Burlington, Ontario L7L 6B2  
P > 1 855 840-1298  
[www.mhccna.com](http://www.mhccna.com)

CONTRACT NUMBER

## ESTOPPEL

Date: July 27, 2023

TO: CANADIAN WESTERN BANK and to DAWOOD LAW OFFICE

AND TO: 8438048 CANADA INC.

(hereinafter called the "**Debtor**")

**RE: Registration under the Personal Property Security Act (Ontario)**

We confirm that the undersigned, previously known as CLE Capital Inc., is the secured party under one or more security agreements or lease agreements, as the case may be, with the following registration(s) governed by the *Personal Property Security Act* (Ontario) (the "**PPSA**") against the Debtor (the "**Existing Registration(s)**"):

| File No.  | Registration No.        | Collateral Classification |
|-----------|-------------------------|---------------------------|
| 777677184 | 20211027 1002 1462 0811 | E, O, MV                  |
|           |                         |                           |
|           |                         |                           |

Our records indicate the collateral covered by the Existing Registration(s) includes only the interest in the equipment listed in Schedule A attached hereto (the "**Collateral**").

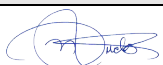
Our interest in the Collateral extends to all present and future attachments, components, parts, accessories, additions, alterations and repairs as well as all proceeds of the Collateral, including, without limitation, proceeds and/or replacements derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensate the Debtor for the destructions or damage to or loss of the Collateral.

The undersigned has not assigned its rights under the security interest perfected by the Existing Registration(s).

This letter shall be binding upon the undersigned and its successors and assigns.

The delivery of a facsimile copy of this letter shall be deemed to be valid execution and delivery of this letter.

We trust that the above information is sufficient to meet your needs. If you require further details or our security interest, please contact us at [securitydoc@mhccna.com](mailto:securitydoc@mhccna.com).

| Mitsubishi HC Capital Canada Leasing, Inc.   | Date |
|--|------|
| Per:  |      |

**SCHEDULE A**  
**COLLATERAL**

2019      FREIGHTLINER      CASCADIA      3AKJHHDR5KSKJ1021





July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2014,Freightliner,Cascadia CA125SLP    Truck

Serial/VIN: 3AKJGLD62ESFV1682

Lease#: 20006454

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:

A handwritten signature in grey ink, appearing to read "A Hoey".

Amanda Hoey  
VP, Operations

# ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: BVD EQUIPMENT FINANCE INC

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the "PPSA") (the "Existing Registrations"):

| REGISTRATION NUMBER          | FILE NO.          | COLLATERAL CLASSIFICATION  | EXISTING SECURITY DESCRIPTION |
|------------------------------|-------------------|----------------------------|-------------------------------|
| 1FUJHHDR1KLN4539             | 3AKJHHDRXKSKC6108 |                            |                               |
| <del>3AKJHHDR3KSIJ9388</del> | 3AKJHHDR2JSJJ4082 |                            |                               |
| 1FUJHHDR1KLNJZ89567          | 3AKJHHDR9KSJX9321 | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| 3AKJHHDR1KSJX9393            | 3AKJHHDR3KSJX9459 |                            |                               |
| 3AKJHHDR5JSJJ4089            | 3AKJHHDR3KSJX9458 |                            |                               |
| 4V4NC9EH6KN211083            | 1UYVS2531N6446713 | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| IFUJHHDRXKLN4310             | 2SHSR5323PS000894 |                            |                               |
| 3AKJHHDRXKSJX9330            | 2SHSR5321PS000893 |                            | 527SR5321PL029291             |
| 527SR5323PL027350            | 527SR5325PL027351 |                            | 527SR5320PL029296             |
| 527SR5326PL027357            | 527SR5327PL027349 |                            | 527SR5325PL029293             |
| 527SR5324PL027356            | 527SR5322PL027355 |                            |                               |
| 527SR5320PL027354            | 527SR5328PL027358 |                            |                               |
| 527SR5327PL027335            | 527SR5325PL027348 |                            |                               |

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 18 day of JULY 2023.

By:

Name:

Title:

I have authority to bind the corporation

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: DAIMLER TRUCK FINANCIAS

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the "PPSA") (the "Existing Registrations"):

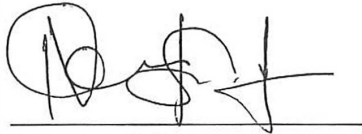
| REGISTRATION NUMBER  | FILE NO. | COLLATERAL CLASSIFICATION  | EXISTING SECURITY DESCRIPTION |
|--|----------|----------------------------|-------------------------------|
| 527SR5325PL027347, 527SR5325PL027352, 527SR5325PL027353, 527SR5323PL029292, 527SR5328PL029224,                                   |          |                            |                               |
| 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSIX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4                               |          | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| NC9EH0LN258319, 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSIX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319 |          | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 31 day of JULY 2023.

By:



Name:

Nadine Zagari

Title:

Senior Fleet Workout Analyst

I have authority to bind the corporation

# BREADNER TRAILERS

ASK ANYONE



5185 Fountain Street North  
Breslau, ON M0S 1M0  
(519) 648-2273 | 1-800-799-4425  
www.breadnertrailers.com  
Mississauga | Moncton | Montréal



August 3, 2023

To Whom It May Concern:

Please be advised that as of August 3, 2023, we only have interest with respect to the following equipment:

Equipment: 2016, Great Dane, Reefer Trailer

Serial/VIN:

3H3V532C5MT400017  
3H3V532C7MT400018  
3H3V532C9MT400019  
3H3V532C7MT400021  
1JJVS32B2NL255348  
3H3V532K2NJ304074  
3H3V532KXNJ304081  
3H3V532K6NJ304076  
3H3V532K8NJ304080  
3H3V532K1NJ304079  
3H3V532K4NJ304075  
3H3V532K3NJ304083  
3H3V532K1NJ304082  
3H3V532K8NJ304077

Should you require any further information, please contact our office.

Breadner Trailers

Per:

Phil Turner,  
CPA, CMA  
Chief Financial Officer

CANADIAN WESTERN BANK

-and- 8438048 CANADA INC.  
Applicant

Respondent

Court File No. CV-24-00729834-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF EXAMINATION**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6

**Dylan Chochla (LSO: 62137I)**

dchochla@fasken.com  
Tel: 416 868 3425

**Jennifer L. Caruso (LSO: 79321K)**

jcaruso@fasken.com  
Tel: 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**CANADIAN WESTERN BANK**

Applicant

- and -

**8438048 CANADA INC.**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended**

**NOTICE OF EXAMINATION**

TO: NARINDER SHOKER  
c/o Dhanbir Jaswal  
Jaswal Law

YOU ARE REQUIRED TO ATTEND (*choose one of the following*)

- ☒ In person
- ☐ By telephone conference
- ☐ By video conference

at the following location:

Arbitration Place, Bay-Adelaide Centre, 333 Bay Street, Suite 900, Toronto, Ontario, M5H 2R2 ((416) 848-0203)

on Friday January 24, 2025, at 10:00 a.m. for an examination under oath, conducted pursuant to the Amended and Restated Receivership Order of Justice Black dated January 16, 2025.

If you object to the method of attendance, you must notify the other parties or their lawyers. If you and the other parties cannot come to an agreement on the method of attendance, one of the parties must request a case conference for the court to make an order under Rule 1.08(8).

YOU ARE REQUIRED TO PRODUCE at the examination the following documents and things:

1. All invoices for any trucks, trailers, or other vehicles purchased by 8438048 Canada Inc. (the “Debtor”);
2. All bank records demonstrating the transfer of funds for trucks, trailers, or other vehicles purchased by the Debtor from the following companies for payment of the following invoices:
  - a. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
  - b. to Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
  - c. to Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
  - d. to Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
  - e. to Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
  - f. to Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
  - g. to Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
  - h. to Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
3. All correspondence between the Debtor and the following parties, in which the parties transmitted the following invoices to the Debtor:
  - a. Big Rig Trailers & Leasing Inc., for Invoice #BR-1011 attached hereto as Schedule “A”;
  - b. Big Rig Trailers & Leasing Inc., for Invoice #BR-1010 attached hereto as Schedule “B”;
  - c. Triple S Truck Repair Inc., for Invoice #82 attached hereto as Schedule “C”;
  - d. Triple S Truck Repair Inc., for Invoice #87 attached hereto as Schedule “D”;
  - e. Triple S Truck Repair Inc., for Invoice #88 attached hereto as Schedule “E”;
  - f. Eutopia Auto Sales, for Invoice #APR0010-24 attached hereto as Schedule “F”;
  - g. Eutopia Auto Sales, for Invoice #APR0011-24 attached hereto as Schedule “G”;
  - h. Eutopia Auto Sales, for Invoice #APR0012-24 attached hereto as Schedule “H”;
4. All vehicle ownership documents for trucks, trailers, or other vehicles owned by the Debtor;
5. All documents relating to sub-lease agreements or sub-lease arrangements between the Debtor and GFS International Inc., including but not limited to sub-lease agreements or sub-lease arrangements for the premises located at 425 Gibraltar Avenue, and sub-lease agreements or sub-lease arrangements for any trucks, trailers, or vehicles owned by the Debtor that have been sub-leased to GFS International Inc.;
6. All correspondence between the Debtor and the following leasing entities, in which the leasing entities transmitted the following estoppel letters to the Debtor:
  - a. Farm Credit Canada, in connection with the letter dated July 31, 2023 attached hereto as Schedule “I”;
  - b. Bodkin, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “J”;
  - c. Mitsubishi HC Capital Canada Leasing, Inc., in connection with the letter dated July 27, 2023 attached hereto as Schedule “K”;
  - d. Equirex, A Division of Bennington Financial Corp, in connection with the letter dated July 27, 2023 attached hereto as Schedule “L”;
  - e. BVD Equipment Finance, in connection with the Acknowledgment dated July 28, 2023 attached hereto as Schedule “M”;
  - f. Daimler Truck Financial, in connection with the Acknowledgment dated July 31, 2023 attached hereto as Schedule “N”;

- g. Breadner Trailers, in connection with the letter dated August 3, 2023 attached hereto as Schedule "O";
- 7. All documents, including but not limited to releases, indicating that trucks, trailers, and other vehicles were returned to or repossessed by the following parties:
  - a. Daimler Truck Financial;
  - b. BVD Equipment Finance;
  - c. Breadner Trailers;
  - d. Paul Motor Leasing Company;
  - e. Interpool Inc.;
  - f. TFG Financial Corporation;
  - g. Riordan Leasing Inc.;
  - h. Mitsubishi HC Capital Canada Leasing, Inc.;
  - i. Vault Credit Corporation;
- 8. All books, records, and account information of the Debtor, including, but not limited to:
  - a. All monthly bank statements for the Debtor's bank accounts from fiscal years 2023 and 2024;
  - b. Copies of cancelled cheques for all bank accounts held by the Debtor;
- 9. The 2023 tax returns of the Debtor;
- 10. All correspondence between the Debtor and the Canada Revenue Agency in respect of HST refunds;
- 11. All Statements of Accounts for HST and Source Deductions accounts;
- 12. All payroll records for employees of the Debtor;
- 13. All T4s for employees of the Debtor for 2022, 2023, and 2024;
- 14. All insurance documentation for insurance policies held by the Debtor;
- 15. All outstanding receivable invoices, with proof of delivery;
- 16. All documents, including loan agreements and security agreements, related to any loans made by the Debtor to any other individual, corporation, or partnership, including but not limited to 14713737 Canada Inc; and,
- 17. All Customs Documentation, including but not limited to eManifestos, pertaining to the outstanding invoices listed in the Receivables Invoices attached hereto as Schedule "P".

January 20, 2025

TO: **JASWAL LAW**  
201 City Centre Drive, Suite 200  
Mississauga ON L5B 2T4  
Fax: 289 401 0641

**Dhanbir Jaswal**  
djaswal@jaswallaw.com  
Tel: 905 361 9797

Lawyers for the Respondent, 8438048 Canada Inc.

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road  
Abbotsford BC V2S 7P1  
+1 6048643100  
Harp@bigrigcanada.com  
GST/HST Registration No.: 776057267RT0001



Invoice

ADDRESS

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

SHIP TO

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

INVOICE

BR-1011

DATE

11/12/2023

EXPIRATION

20/12/2023

DATE

SALES PERSON

ADARSH BAJWA

| DATE | ACTIVITY        | DESCRIPTION  | QTY | RATE       | AMOUNT     |
|------|-----------------|--|-----|------------|------------|
|      | Peterbilt Truck | New 2023 Peterbilt 579<br>VIN#1XPBDP9X1PD879192                          | 1   | 235,000.00 | 235,000.00 |
|      | Kenworth Truck  | New 2024 Kenworth T680<br>VIN#1XKYDP9X0RJ974508<br>VIN#1XKYDP9X2RJ974509 | 2   | 235,000.00 | 470,000.00 |
|      | Tire Fee        | Tire Fee   | 3   | 140.00     | 420.00     |
|      | Admin Fee       | Admin Fee  | 3   | 200.00     | 600.00     |

SUBTOTAL 706,020.00

GST/HST @ 13% 91,782.60

TOTAL CAD 797,802.60

TAX SUMMARY

| RATE          | TAX       | NET        |
|---------------|-----------|------------|
| GST/HST @ 13% | 91,782.60 | 706,020.00 |

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 1 of 2

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 2 of 2

BIG RIG TRAILERS & LEASING INC.

1225 Riverside Road  
Abbotsford BC V2S 7P1  
+1 6048643100  
Harp@bigrigcanada.com  
GST/HST Registration No.: 776057267RT0001



Invoice

ADDRESS

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

SHIP TO

8438048 Canada Inc. O/AAMG GLOBAL  
6 Darou Crescent.  
Brampton ON L6R 0N7

INVOICE

BR-1010

DATE

11/12/2023

EXPIRATION

20/12/2023

DATE

SALES PERSON

Adarsh Bajwa

| DATE | ACTIVITY     | DESCRIPTION   | QTY | RATE      | AMOUNT     |
|------|--------------|---|-----|-----------|------------|
|      | Vanguard VXP | NEW 2024 Vanguard Dry Van<br>VIN#5V8VC5323RT401445<br>VIN#5V8VC5325RT401446<br>VIN#5V8VC5327RT401447<br>VIN#5V8VC5323RT401784<br>VIN#5V8VC5322RT401789<br>VIN#5V8VC532XRT401720<br>VIN#5V8VC5320RT401712<br>VIN#5V8VC5326RT401715<br>VIN#5V8VC5328RT401716<br>VIN#5V8VC532XRT401717 | 10  | 62,000.00 | 620,000.00 |
|      | Tire Fee     | Tire Fee  | 10  | 112.00    | 1,120.00   |
|      | Admin Fee    | Admin Fee   | 10  | 200.00    | 2,000.00   |

SUBTOTAL 623,120.00

GST/HST @ 13% 81,005.60

TOTAL CAD 704,125.60

TAX SUMMARY

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 1 of 2

|  | RATE          | TAX       | NET        |
|--|---------------|-----------|------------|
|  | GST/HST @ 13% | 81,005.60 | 623,120.00 |

Accepted By

Accepted Date

Note: - Recommended to Re-torque the trailer after 100 Miles

Remit to:

Big Rig Trailers & Leasing Inc  
1225 Riverside Road  
Abbotsford BC  
V2S 7P1

Bank info:

ROYAL BANK OF CANADA  
Account # 1025576  
Transit # 01050  
Institution # 003  
Page 2 of 2

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 82  
DATE 14/03/2024  
TERMS Net 30  
DUE DATE 13/04/2024

VIN 3AKJHHDR2MSLX5636 ODOMETER 564890 km YEAR/ MAKE/ MODEL 2021 / FREIGHT/FM2

| DATE | ACTIVITY     | DESCRIPTION   | TAX    | QTY | RATE       | AMOUNT     |
|------|--------------|---|--------|-----|------------|------------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755              | HST ON | 1   | 0.00       | 0.00       |
|      | BILL OF SALE | VIN-3AKJHHDR2MSLX5636<br>KM- 832618 km<br>MAKE - FREIGHTLINER<br>MODEL-CASCADIA FM2 | HST ON | 0   | 120,000.00 | 120,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X\_\_\_\_\_

TAX SUMMARY

| RATE           | TAX       | NET        |
|----------------|-----------|------------|
| HST (ON) @ 13% | 15,600.00 | 120,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 120,000.00     |
| HST (ON) @ 13% | 15,600.00      |
| TOTAL          | 135,600.00     |
| BALANCE DUE    | CAD 135,600.00 |

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 87  
DATE 19/03/2024  
TERMS Net 30  
DUE DATE 18/04/2024

VIN 4V4NC9EH4NN297675 ODOMETER 432789 KM YEAR/ MAKE/ MODEL 2022/VOLVO/VVN

| DATE | ACTIVITY     | DESCRIPTION  | TAX    | QTY | RATE       | AMOUNT     |
|------|--------------|--|--------|-----|------------|------------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755 | HST ON | 1   | 0.00       | 0.00       |
|      | BILL OF SALE | VIN -4V4NC9EH4NN297675<br>MAKE - VOLVO<br>MODEL - VVN<br>KM -432789 KM | HST ON | 1   | 110,000.00 | 110,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X \_\_\_\_\_

TAX SUMMARY

| RATE           | TAX       | NET        |
|----------------|-----------|------------|
| HST (ON) @ 13% | 14,300.00 | 110,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 110,000.00     |
| HST (ON) @ 13% | 14,300.00      |
| TOTAL          | 124,300.00     |
| BALANCE DUE    | CAD 124,300.00 |

TRIPLE S TRUCK REPAIR INC.

134 Kennedy rd S Unit 11  
BRAMPTON ON L6W3G4  
repair.triples@gmail.com  
GST/HST Registration No.: 812229136



INVOICE

BILL TO  
AMG GLOBAL INC  
425 Gibraltar Dr  
Mississauga ON L5T 2S9

INVOICE 88  
DATE 19/03/2024  
TERMS Net 30  
DUE DATE 18/04/2024

VIN 4V4NC9EH1LN226513 ODOMETER 576859 KM YEAR/ MAKE/ MODEL 2020/VOLVO / VVN

| DATE | ACTIVITY     | DESCRIPTION   | TAX    | QTY | RATE      | AMOUNT    |
|------|--------------|---|--------|-----|-----------|-----------|
|      | OMVIC        | ONTARIO VEHICLE SALES<br>REGULATOR<br>REGISTRATION NUMBER -<br>5794755  | HST ON | 1   | 0.00      | 0.00      |
|      | BILL OF SALE | VIN - 4V4NC9EH1LN226513<br>MAKE - VOLVO<br>MODEL - VVN<br>KM -576859 KM | HST ON | 1   | 90,000.00 | 90,000.00 |

I, the under signed, requested the above work to be done & the material to be supplied installed on the following condition. I promise to pay the amount due to completion of the work . I authorize you to drive my truck for the purpose of inspection & repair. I agree that you will not be responsible for the loss, damage or theft of my vehicle or its content . In case of fire , theft or any delay beyond your control or delay in parts by supplier, I release you from all these liabilities. I acknowledge the lien of operator for the value for the value of work done & material supplied. I acknowledge that tires must be re-torqued at 100 kms after service .Warranty coverage in shop only. labor warranty 30 days only .parts warranty per manufacture. I acknowledge the parking fees per day .

X \_\_\_\_\_

TAX SUMMARY

|                | RATE | TAX       | NET       |
|----------------|------|-----------|-----------|
| HST (ON) @ 13% |      | 11,700.00 | 90,000.00 |

|                |                |
|----------------|----------------|
| SUBTOTAL       | 90,000.00      |
| HST (ON) @ 13% | 11,700.00      |
| TOTAL          | 101,700.00     |
| BALANCE DUE    | CAD 101,700.00 |



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0010-24

| QUANTITY | DESCRIPTION   | UNIT PRICE  | AMOUNT       |
|----------|---|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL148858<br>Hours: 5868 Hrs<br>Color: White | \$93,500.00 |              |
|          |   | SUBTOTAL    | \$93,500.00  |
|          |   | HST (13%)   | \$12,155.00  |
|          |   |             |              |
|          |   | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0011-24

| QUANTITY | DESCRIPTION  | UNIT PRICE  | AMOUNT       |
|----------|--|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL146902<br>Hours: 5581Hrs<br>Color: White | \$93,500.00 |              |
|          |  | SUBTOTAL    | \$93,500.00  |
|          |  | HST (13%)   | \$12,155.00  |
|          |  |             |              |
|          |  | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



# EUTOPIA AUTO SALES



450 Ontario Street Unit B-145 Beamsville ,ON L3J0A4  
eutopiaoffice@gmail.com

Phone:905-872-4050 M:6476315871  
www.eutopiaautosales.com

## BILL OF SALE

### INVOICE

DATE:22-April-2024

BILL TO

RIN#218087503

8438048 CANADA INC. O/A AMG GLOBAL

6 DAROU CRES.

BRAMPTON ON L6R 0N7

INVOICE NO. APR0012-24

| QUANTITY | DESCRIPTION   | UNIT PRICE  | AMOUNT       |
|----------|---|-------------|--------------|
| 1        | 2023 CIMC REEFER TRAILER W/T<br>CARRIER reefer unit Installed.<br>VIN# 527SR5328PL168723<br>Hours: 5487 Hrs<br>Color: White | \$93,500.00 |              |
|          |   | SUBTOTAL    | \$93,500.00  |
|          |   | HST (13%)   | \$12,155.00  |
|          |   |             |              |
|          |   | BALANCE DUE | \$105,655.00 |

Buyers Sign

Seller Sign

EUTOPIA FINANCIAL SERVICES INC. O/A EUTOPIA AUTO SALES

Our GST/ HST no. is: 70742 4271 RT0001.

Salesperson Reg. Number: 5809777

ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730



DREAM. GROW. THRIVE  
RÊVER. BÂTIR. RÉUSSIR.

July 31, 2023

To Whom It May Concern:

Please be advised that as of July 31, 2023, we have no further interest apart from the loan with respect to the following.

Number - 0000809045001, 0000809045002

Address - 7388 Guelph Line , Milton, ON , L0P1B0

Farm Credit Canada

Per:

A handwritten signature in black ink, appearing to read 'Taha Khan'.

Taha Khan  
Farm Credit Canada  
7025 Langer Drive, Suite 210,  
Mississauga, ON L5N 0E8



July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2016,Great Dane,Reefer Trailer

Serial/VIN: S/N #6001190255     1GRAA0620GW700611

Lease#: 50005281

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:

Amanda Hoey  
VP, Operations

Mitsubishi HC Capital Canada Leasing, Inc.  
1100 Burloak Drive, Suite 401  
Burlington, Ontario L7L 6B2  
P > 1 855 840-1298  
[www.mhccna.com](http://www.mhccna.com)

CONTRACT NUMBER

## ESTOPPEL

Date: July 27, 2023

TO: CANADIAN WESTERN BANK and to DAWOOD LAW OFFICE

AND TO: 8438048 CANADA INC.

(hereinafter called the "**Debtor**")

**RE: Registration under the Personal Property Security Act (Ontario)**

We confirm that the undersigned, previously known as CLE Capital Inc., is the secured party under one or more security agreements or lease agreements, as the case may be, with the following registration(s) governed by the *Personal Property Security Act* (Ontario) (the "**PPSA**") against the Debtor (the "**Existing Registration(s)**"):

| File No.  | Registration No.        | Collateral Classification |
|-----------|-------------------------|---------------------------|
| 777677184 | 20211027 1002 1462 0811 | E, O, MV                  |
|           |                         |                           |
|           |                         |                           |

Our records indicate the collateral covered by the Existing Registration(s) includes only the interest in the equipment listed in Schedule A attached hereto (the "**Collateral**").

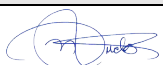
Our interest in the Collateral extends to all present and future attachments, components, parts, accessories, additions, alterations and repairs as well as all proceeds of the Collateral, including, without limitation, proceeds and/or replacements derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensate the Debtor for the destructions or damage to or loss of the Collateral.

The undersigned has not assigned its rights under the security interest perfected by the Existing Registration(s).

This letter shall be binding upon the undersigned and its successors and assigns.

The delivery of a facsimile copy of this letter shall be deemed to be valid execution and delivery of this letter.

We trust that the above information is sufficient to meet your needs. If you require further details or our security interest, please contact us at [securitydoc@mhccna.com](mailto:securitydoc@mhccna.com).

| Mitsubishi HC Capital Canada Leasing, Inc.   | Date |
|--|------|
| Per:  |      |

**SCHEDULE A**  
**COLLATERAL**

2019      FREIGHTLINER      CASCADIA      3AKJHHDR5KSKJ1021





July 27, 2023

To Whom It May Concern:

Please be advised that as of July 27, 2023, we only have interest with respect to the following equipment:

Equipment: 2014, Freightliner, Cascadia CA125SLP Truck

Serial/VIN: 3AKJGLD62ESFV1682

Lease#: 20006454

Should you require any further information, please contact our office.

Bennington Financial Corp.

Per:

A handwritten signature in grey ink, appearing to read "A Hoey".

Amanda Hoey  
VP, Operations

# ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: BVD EQUIPMENT FINANCE INC

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the "PPSA") (the "Existing Registrations"):

| REGISTRATION NUMBER          | FILE NO.          | COLLATERAL CLASSIFICATION  | EXISTING SECURITY DESCRIPTION |
|------------------------------|-------------------|----------------------------|-------------------------------|
| 1FUJHHDR1KLN4539             | 3AKJHHDRXKSKC6108 |                            |                               |
| <del>3AKJHHDR3KSIJ9388</del> | 3AKJHHDR2JSJJ4082 |                            |                               |
| 1FUJHHDR1KLNJZ89567          | 3AKJHHDR9KSJX9321 | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| 3AKJHHDR1KSJX9393            | 3AKJHHDR3KSJX9459 |                            |                               |
| 3AKJHHDR5JSJJ4089            | 3AKJHHDR3KSJX9458 |                            |                               |
| 4V4NC9EH6KN211083            | 1UYVS2531N6446713 | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| IFUJHHDRXKLN4310             | 2SHSR5323PS000894 |                            |                               |
| 3AKJHHDRXKSJX9330            | 2SHSR5321PS000893 |                            | 527SR5321PL029291             |
| 527SR5323PL027350            | 527SR5325PL027351 |                            | 527SR5320PL029296             |
| 527SR5326PL027357            | 527SR5327PL027349 |                            | 527SR5325PL029293             |
| 527SR5324PL027356            | 527SR5322PL027355 |                            |                               |
| 527SR5320PL027354            | 527SR5328PL027358 |                            |                               |
| 527SR5327PL027335            | 527SR5325PL027348 |                            |                               |

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 18 day of JULY 2023.

By:

Name:

Title:

I have authority to bind the corporation

ACKNOWLEDGMENT CANADIAN

TO: WESTERN BANK DAWOOD LAW OFFICE

AND TO: 8438048 Canada Inc O/A AMG GLOBAL. (the "Debtor")

RE: DAIMLER TRUCK FINANCIAS

The undersigned hereby refers to the following registrations against the Debtor in favour of the undersigned registered under the *Personal Property Security Act* (the "PPSA") (the "Existing Registrations"):

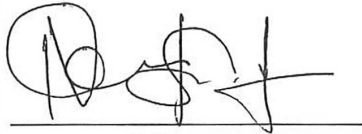
| REGISTRATION NUMBER  | FILE NO. | COLLATERAL CLASSIFICATION  | EXISTING SECURITY DESCRIPTION |
|--|----------|----------------------------|-------------------------------|
| 527SR5325PL027347, 527SR5325PL027352, 527SR5325PL027353, 527SR5323PL029292, 527SR5328PL029224,                                   |          |                            |                               |
| 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSIX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4                               |          | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |
| NC9EH0LN258319, 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSIX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319 |          | Equipment, Accounts, Other | COMPLETE SCHEDULE A           |

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Secured Party as follows:

- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based on the Existing Registrations with respect to present or after acquired assets of the Debtor, other than in respect of the Existing Security and any other equipment that the Debtor may acquire in the future, the acquisition of which is financed by the undersigned.
- Nothing herein shall affect the rights or priorities of the undersigned in and to the Existing Security.
- This agreement shall be binding upon the undersigned and its successors and assigns.

Dated this 31 day of JULY 2023.

By:



Name:

Nadine Zagari

Title:

Senior Fleet Workout Analyst

I have authority to bind the corporation

# BREADNER TRAILERS

ASK ANYONE



5185 Fountain Street North  
Breslau, ON M0S 1M0  
(519) 648-2273 | 1-800-799-4425  
www.breadnertrailers.com  
Mississauga | Moncton | Montréal



August 3, 2023

To Whom It May Concern:

Please be advised that as of August 3, 2023, we only have interest with respect to the following equipment:

Equipment: 2016, Great Dane, Reefer Trailer

Serial/VIN:

3H3V532C5MT400017  
3H3V532C7MT400018  
3H3V532C9MT400019  
3H3V532C7MT400021  
1JJVS32B2NL255348  
3H3V532K2NJ304074  
3H3V532KXNJ304081  
3H3V532K6NJ304076  
3H3V532K8NJ304080  
3H3V532K1NJ304079  
3H3V532K4NJ304075  
3H3V532K3NJ304083  
3H3V532K1NJ304082  
3H3V532K8NJ304077

Should you require any further information, please contact our office.

Breadner Trailers

Per:

Phil Turner,  
CPA, CMA  
Chief Financial Officer

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On**  
**Dec 05, 2024**

| Customer  | Invoice      | Order#    | Date       | Due Date   | Us\$     | Cdn\$    | Due Days |
|---|--------------|-----------|------------|------------|----------|----------|----------|
| 2405382 ONTARIO INC / VANSI<br>TRANSPORTATION<br>Ph# 905-766-5777<br>Fax# 866-425-7077<br>Contact | 21727        | 18018A    | 12/11/2023 | 01/10/2024 |          | 375.00   | 360      |
|   | <b>Total</b> |           |            |            |          | 375.00   |          |
| AAM LOGISTICS INC<br>Ph# 905-913-7171<br>Fax# --<br>Contact                                       | 24770        | 301       | 07/22/2024 | 08/21/2024 |          | 700.00   | 136      |
|   | <b>Total</b> |           |            |            |          | 700.00   |          |
| AKAL TRANSPORT INC<br>Ph# 514-973-7048<br>Fax# --<br>Contact                                      | 24709        | GC15863   | 07/18/2024 | 08/17/2024 |          | 5,000.00 | 140      |
|   | 25003        | GC15951   | 09/13/2024 | 10/13/2024 |          | 800.00   | 83       |
|   | <b>Total</b> |           |            |            |          | 5,800.00 |          |
| ALL LOADS TRANSPORTATION<br>Ph# 519-622-7200<br>Fax# 519-622-7172<br>Contact                      | 23692        | 355257    | 04/27/2024 | 05/27/2024 |          | 500.00   | 222      |
|   | 23977        | 356527    | 05/15/2024 | 06/14/2024 |          | 450.00   | 204      |
|   | 23928        | 356278    | 05/15/2024 | 06/14/2024 |          | 825.00   | 204      |
|   | 23981        | 356460    | 05/15/2024 | 06/14/2024 |          | 500.00   | 204      |
|   | <b>Total</b> |           |            |            |          | 2,275.00 |          |
| ALL ROUTES<br>Ph# 905-564-0022<br>Fax# --<br>Contact  | 24754        | C009836   | 07/19/2024 | 08/18/2024 |          | 900.00   | 139      |
|   | 24765        | C009897   | 07/26/2024 | 08/25/2024 |          | 6,500.00 | 132      |
|   | <b>Total</b> |           |            |            |          | 7,400.00 |          |
| AMERI - CAN SYSTEMS<br>Ph# 905-452-0004<br>Fax# 905-452-0006<br>Contact                           | 25083        | C001370   | 10/11/2024 | 11/10/2024 |          | 850.00   | 55       |
|   | <b>Total</b> |           |            |            |          | 850.00   |          |
| AUTOLOGIC TRANSPORT INC.<br>Ph# 587-855-5885<br>Fax# --<br>Contact                                | 17433        | C318821   | 07/12/2023 | 08/11/2023 |          | 700.00   | 512      |
|   | <b>Total</b> |           |            |            |          | 700.00   |          |
| CARGO COUNTY GROUP<br>Ph# 647-800-2594<br>Fax# --<br>Contact                                      | 22181        | C020014   | 01/19/2024 | 02/18/2024 |          | 800.00   | 321      |
|   | <b>Total</b> |           |            |            |          | 800.00   |          |
| CAT GLOBAL INC<br>Ph# 888-506-7788<br>Fax# --<br>Contact  | 24777        | CAT571375 | 07/29/2024 | 08/28/2024 | 3,700.00 |          | 129      |
|   | <b>Total</b> |           |            |            | 3,700.00 |          |          |
| CQR LOGISTICS<br>Ph# 416-800-9070<br>Fax# --<br>Contact   | 24169        | CQR14028  | 06/05/2024 | 07/05/2024 |          | 1,150.00 | 183      |
|   | 24941        | CQR15442  | 09/03/2024 | 10/03/2024 |          | 1,100.00 | 93       |
|   | <b>Total</b> |           |            |            |          | 2,250.00 |          |
| CRT INC<br>Ph# 519-207-2800<br>Fax# 519-207-3102<br>Contact                                       | 23522        | 111045    | 04/15/2024 | 05/15/2024 |          | 4,300.00 | 234      |
|   | <b>Total</b> |           |            |            |          | 4,300.00 |          |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On**  
**Dec 05, 2024**

|   |       |           |            |            |                 |     |
|---|-------|-----------|------------|------------|-----------------|-----|
| CS-1 TRANSPORTATION INC<br>Ph# 905-829-2255<br>Fax# --<br>Contact     | 23442 | C146670   | 04/09/2024 | 05/09/2024 | 400.00          | 240 |
| <b>Total</b>  |       |           |            |            | <b>400.00</b>   |     |
| DELTAURA<br>Ph# 905-614-1416<br>Fax# --<br>Contact                    | 17192 | C002652   | 06/30/2023 | 07/30/2023 | 725.00          | 524 |
| <b>Total</b>  |       |           |            |            | <b>725.00</b>   |     |
| DTI LOGISTICS CANADA INC<br>Ph# 519-699-5018<br>Fax# --<br>Contact    | 23847 | 356050    | 05/08/2024 | 06/07/2024 | 450.00          | 211 |
| <b>Total</b>  |       |           |            |            | <b>450.00</b>   |     |
| EARTHBOUND LOGISTICS<br>Ph# 416-477-8997<br>Fax# --<br>Contact        | 23204 | 109666    | 03/22/2024 | 04/21/2024 | 125.00          | 258 |
| <b>Total</b>  |       |           |            |            | <b>125.00</b>   |     |
| ELI LOGISTICS SOLUTIONS INC<br>Ph# 905-793-3357<br>Fax# --<br>Contact | 18235 | 23897     | 08/14/2023 | 09/13/2023 | 600.00          | 479 |
| <b>Total</b>  |       |           |            |            | <b>600.00</b>   |     |
| FAST LANE LOGISTICS<br>Ph# 437-339-9009<br>Fax# --<br>Contact         | 25124 | F1938     | 11/07/2024 | 12/07/2024 | 631.00          | 28  |
|   | 25211 | F1994     | 11/12/2024 | 12/12/2024 | 550.00          | 23  |
|   | 25212 | F1998     | 11/12/2024 | 12/12/2024 | 511.00          | 23  |
|   | 25216 | F2011     | 11/15/2024 | 12/15/2024 | 430.00          | 20  |
|   | 25220 | F2014     | 11/18/2024 | 12/18/2024 | 550.00          | 17  |
|   | 25221 | F2015     | 11/19/2024 | 12/19/2024 | 520.00          | 16  |
|   | 25222 | F2017     | 11/22/2024 | 12/22/2024 | 550.00          | 13  |
|   | 25230 | F2030     | 11/25/2024 | 12/25/2024 | 550.00          | 10  |
|   | 25234 | F2037     | 11/27/2024 | 12/27/2024 | 550.00          | 8   |
|   | 25238 | F2041     | 12/03/2024 | 01/02/2025 | 520.00          | 2   |
|   | 25239 | F2042     | 12/03/2024 | 01/02/2025 | 550.00          | 2   |
|   | 25245 | F2047     | 12/03/2024 | 01/02/2025 | 600.00          | 2   |
|   | 25248 | F2051     | 12/04/2024 | 01/03/2025 | 400.00          | 1   |
| <b>Total</b>  |       |           |            |            | <b>6,912.00</b> |     |
| Giffit Express Inc<br>Ph# 905-450-0093<br>Fax# --<br>Contact          | 24638 | OR9080    | 07/10/2024 | 08/09/2024 | 3,600.00        | 148 |
| <b>Total</b>  |       |           |            |            | <b>3,600.00</b> |     |
| GPEX TRANSPORT INC<br>Ph# 204-818-0383<br>Fax# --<br>Contact          | 24915 | GPX45227C | 08/27/2024 | 09/26/2024 | 1,100.00        | 100 |
|   | 24938 | GPX45350B | 08/30/2024 | 09/29/2024 | 1,700.00        | 97  |
|   | 24974 | GPX45626B | 09/11/2024 | 10/11/2024 | 1,600.00        | 85  |
| <b>Total</b>  |       |           |            |            | <b>4,400.00</b> |     |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On****Dec 05, 2024**

|  |       |          |            |            |                 |     |
|--|-------|----------|------------|------------|-----------------|-----|
| GROUPE INNER CIRCLE<br>Ph# 888-877-9495<br>Fax# --<br>Contact                | 16176 | 10579    | 04/19/2023 | 05/19/2023 | 550.00          | 596 |
| <b>Total</b>   |       |          |            |            | <b>550.00</b>   |     |
| HK LOGISTICS<br>Ph# 416-726-9799<br>Fax# --<br>Contact                       | 21034 | 3182     | 11/20/2023 | 12/20/2023 | 500.00          | 381 |
|  | 21118 | 21118    | 11/29/2023 | 12/29/2023 | 500.00          | 372 |
|  | 21631 | 3188     | 12/07/2023 | 01/06/2024 | 400.00          | 364 |
|  | 22945 | 3216     | 03/08/2024 | 04/07/2024 | 525.00          | 272 |
|  | 23101 | 3222     | 03/19/2024 | 04/18/2024 | 550.00          | 261 |
|  | 23592 | 3229     | 04/24/2024 | 05/24/2024 | 450.00          | 225 |
|  | 23598 | 3230     | 04/24/2024 | 05/24/2024 | 900.00          | 225 |
| <b>Total</b>   |       |          |            |            | <b>3,825.00</b> |     |
| HOT FREIGHT INTERNATIONAL<br>INC.<br>Ph# 905-363-1865<br>Fax# --<br>Contact  | 23930 | 208384   | 05/10/2024 | 06/09/2024 | 1,375.00        | 209 |
| <b>Total</b>   |       |          |            |            | <b>1,375.00</b> |     |
| IEL CANADA BROKERAGE<br>Ph# 416-618-4111<br>Fax# 416-661-8411<br>Contact     | 24768 | 133974   | 07/25/2024 | 08/24/2024 | 3,900.00        | 133 |
| <b>Total</b>   |       |          |            |            | <b>3,900.00</b> |     |
| ISG TRANSPORTATION INC<br>Ph# 289-371-0370<br>Fax# --<br>Contact             | 23953 | 2033768  | 05/15/2024 | 06/14/2024 | 650.00          | 204 |
|  | 24220 | 2036620  | 05/31/2024 | 06/30/2024 | 850.00          | 188 |
| <b>Total</b>   |       |          |            |            | <b>1,500.00</b> |     |
| JBT GROUP OF COMPANIES<br>Ph# 519-622-3605<br>Fax# --<br>Contact             | 24689 | C000874  | 07/08/2024 | 08/07/2024 | 1,150.00        | 150 |
| <b>Total</b>   |       |          |            |            | <b>1,150.00</b> |     |
| LEGEND TRANSPORT<br>Ph# 647-870-2080<br>Fax# --<br>Contact                   | 24979 | N995     | 09/11/2024 | 10/11/2024 | 700.00          | 85  |
|  | 25052 | N1001    | 09/25/2024 | 10/25/2024 | 750.00          | 71  |
| <b>Total</b>   |       |          |            |            | <b>1,450.00</b> |     |
| LODESTAR FREIGHT SOLUTIONS<br>INC.<br>Ph# 877-720-7702<br>Fax# --<br>Contact | 23320 | L064293  | 04/05/2024 | 05/05/2024 | 900.00          | 244 |
| <b>Total</b>   |       |          |            |            | <b>900.00</b>   |     |
| LTS LOGISTICS<br>Ph# 647-588-2916<br>Fax# --<br>Contact                      | 18626 | 248      | 08/24/2023 | 09/23/2023 | 1,000.00        | 469 |
| <b>Total</b>   |       |          |            |            | <b>1,000.00</b> |     |
| MONAGHAN MUSHROOMS<br>Ph# 905-878-9375<br>Fax# --<br>Contact                 | 25189 | PO088312 | 10/31/2024 | 11/30/2024 | 1,300.00        | 35  |
|  | 25190 | PO088297 | 10/31/2024 | 11/30/2024 | 1,500.00        | 35  |
|  | 25103 | RQ052366 | 10/31/2024 | 11/30/2024 | 1,500.00        | 35  |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On**  
**Dec 05, 2024**

|                    |              |                            |            |            |                  |     |
|--------------------|--------------|----------------------------|------------|------------|------------------|-----|
| MONAGHAN MUSHROOMS | 25188        | PO088197                   | 10/31/2024 | 11/30/2024 | 1,300.00         | 35  |
| Ph# 905-878-9375   |              |                            |            |            |                  |     |
| Fax# --            | 25201        | PO088339                   | 11/05/2024 | 12/05/2024 | 1,300.00         | 30  |
| Contact            |              |                            |            |            |                  |     |
| <b>Total</b>       |              |                            |            |            | <b>6,900.00</b>  |     |
| MTS LOGISTICS INT. | 24373        | 76787                      | 06/12/2024 | 07/12/2024 | 550.00           | 176 |
| Ph# 905-455-6193   |              |                            |            |            |                  |     |
| Fax# --            | <b>Total</b> |                            |            |            | <b>550.00</b>    |     |
| Contact            |              |                            |            |            |                  |     |
| NORTH KEE TRADING  | 25079        | ZMOU886218                 | 10/10/2024 | 11/09/2024 | 600.00           | 56  |
| Ph# 416-705-8295   |              | 3                          |            |            |                  |     |
| Fax# --            | 25115        | 276857                     | 10/15/2024 | 11/14/2024 | 800.00           | 51  |
| Contact            |              |                            |            |            |                  |     |
|                    | 25118        | 276856                     | 10/15/2024 | 11/14/2024 | 1,100.00         | 51  |
|                    | 25119        | 276855                     | 10/15/2024 | 11/14/2024 | 1,100.00         | 51  |
|                    | 25175        | 2132084                    | 10/31/2024 | 11/30/2024 | 800.00           | 35  |
|                    | 25165        | 19160078                   | 11/05/2024 | 12/05/2024 | 450.00           | 30  |
|                    | 25176        | 15503100                   | 11/07/2024 | 12/07/2024 | 400.00           | 28  |
|                    | 25193        | 19620570                   | 11/12/2024 | 12/12/2024 | 450.00           | 23  |
|                    | 25215        | 11122024                   | 11/13/2024 | 12/13/2024 | 950.00           | 22  |
|                    | 25219        | 19812334                   | 11/15/2024 | 12/15/2024 | 450.00           | 20  |
|                    | 25194        | 19620308                   | 11/15/2024 | 12/15/2024 | 450.00           | 20  |
|                    | 25217        | KPO-00439                  | 11/15/2024 | 12/15/2024 | 800.00           | 20  |
|                    | 25231        | 1400-1115nk-<br>chnk2      | 11/22/2024 | 12/22/2024 | 500.00           | 13  |
|                    | 25226        | 15520069                   | 11/26/2024 | 12/26/2024 | 640.00           | 9   |
|                    | 25177        | 15503101                   | 11/26/2024 | 12/26/2024 | 640.00           | 9   |
|                    | 25227        | 15520070                   | 11/26/2024 | 12/26/2024 | 910.00           | 9   |
|                    | 25229        | 4542062527                 | 11/26/2024 | 12/26/2024 | 490.00           | 9   |
|                    | 25218        | KPO-00430                  | 11/27/2024 | 12/27/2024 | 700.00           | 8   |
|                    | 25236        | 2133109                    | 11/27/2024 | 12/27/2024 | 500.00           | 8   |
|                    | 25235        | 1400-<br>1115NK-<br>BRST-3 | 11/27/2024 | 12/27/2024 | 860.00           | 8   |
|                    | 25237        | 1400-<br>1115NK-<br>BRST-4 | 11/27/2024 | 12/27/2024 | 500.00           | 8   |
|                    | 25244        | 1400-1115N-<br>BRST -5     | 11/29/2024 | 12/29/2024 | 500.00           | 6   |
| <b>Total</b>       |              |                            |            |            | <b>14,590.00</b> |     |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9

Receivable Invoices As On

Dec 05, 2024

|   |       |            |            |            |                 |     |
|---|-------|------------|------------|------------|-----------------|-----|
| PACIFIC VALLEY ENTERPRISES<br>INC<br>Ph# 604-588-3161<br>Fax# --<br>Contact     | 24910 | 08232024   | 08/23/2024 | 09/22/2024 | 250.00          | 104 |
| <b>Total</b>  |       |            |            |            | <b>250.00</b>   |     |
| R.Y.D.E-TRANSPORTATION LTD.<br>Ph# 905-951-9698<br>Fax# 905-951-8486<br>Contact | 23404 | 54210      | 04/11/2024 | 05/11/2024 | 450.00          | 238 |
|   | 23938 | 54360      | 05/14/2024 | 06/13/2024 | 450.00          | 205 |
|   | 24091 | 54450      | 05/22/2024 | 06/21/2024 | 450.00          | 197 |
| <b>Total</b>  |       |            |            |            | <b>1,350.00</b> |     |
| ROADFORCE TRANSPORTATION<br>Ph# 905-828-9698<br>Fax# 905-828-1829<br>Contact    | 23088 | 40367      | 03/18/2024 | 04/17/2024 | 525.00          | 262 |
| <b>Total</b>  |       |            |            |            | <b>525.00</b>   |     |
| SAABS TRUCKING LTD<br>Ph# 587-442-3268<br>Fax# --<br>Contact                    | 21735 | 14167      | 12/12/2023 | 01/11/2024 | 400.00          | 359 |
|   | 21736 | 14232      | 12/12/2023 | 01/11/2024 | 400.00          | 359 |
| <b>Total</b>  |       |            |            |            | <b>800.00</b>   |     |
| SEQUEL FREIGHT SYSTEM<br>Ph# 905-678-2501<br>Fax# --<br>Contact                 | 15680 | 16050      | 03/09/2023 | 04/08/2023 | 350.00          | 637 |
| <b>Total</b>  |       |            |            |            | <b>350.00</b>   |     |
| SERVICE STAR FREIGHTWAYS<br>INC<br>Ph# 905-775-1755<br>Fax# --<br>Contact       | 23282 | C051110    | 04/03/2024 | 05/03/2024 | 350.00          | 246 |
|   | 23443 | C051192    | 04/09/2024 | 05/09/2024 | 500.00          | 240 |
|   | 23807 | C051291    | 05/06/2024 | 06/05/2024 | 1,500.00        | 213 |
|   | 24028 | C051408    | 05/17/2024 | 06/16/2024 | 700.00          | 202 |
|   | 24027 | C051397    | 05/17/2024 | 06/16/2024 | 700.00          | 202 |
|   | 24156 | C051449    | 05/28/2024 | 06/27/2024 | 925.00          | 191 |
|   | 24232 | C051478    | 06/03/2024 | 07/03/2024 | 600.00          | 185 |
|   | 24231 | C051490    | 06/03/2024 | 07/03/2024 | 500.00          | 185 |
|   | 24566 | C051643    | 06/27/2024 | 07/27/2024 | 500.00          | 161 |
| <b>Total</b>  |       |            |            |            | <b>6,275.00</b> |     |
| SIMPLE PRODUCE SERVICES<br>Ph# --<br>Fax# --<br>Contact                         | 25178 | 5721030188 | 11/05/2024 | 12/05/2024 | 350.00          | 30  |
|   | 25203 | 5721031289 | 11/11/2024 | 12/11/2024 | 350.00          | 24  |
|   | 25214 | 5721105615 | 11/11/2024 | 12/11/2024 | 350.00          | 24  |
|   | 25186 | 5721030206 | 11/11/2024 | 12/11/2024 | 350.00          | 24  |
|   | 25184 | 5721030205 | 11/11/2024 | 12/11/2024 | 350.00          | 24  |
|   | 25196 | 19656944   | 11/12/2024 | 12/12/2024 | 450.00          | 23  |
|   | 25206 | 5721031295 | 11/13/2024 | 12/13/2024 | 350.00          | 22  |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On**  
**Dec 05, 2024**

|  |              |            |            |            |                 |     |
|--|--------------|------------|------------|------------|-----------------|-----|
| SIMPLE PRODUCE SERVICES<br>Ph# --<br>Fax# --<br>Contact                      | 25205        | 5721105616 | 11/13/2024 | 12/13/2024 | 350.00          | 22  |
|  | 25185        | 5721030208 | 11/13/2024 | 12/13/2024 | 350.00          | 22  |
|  | 25208        | 5721105618 | 11/15/2024 | 12/15/2024 | 350.00          | 20  |
|  | 25210        | 5721105621 | 11/18/2024 | 12/18/2024 | 350.00          | 17  |
|  | 25209        | 5721105619 | 11/19/2024 | 12/19/2024 | 350.00          | 16  |
|  | 25223        | 5721108097 | 11/19/2024 | 12/19/2024 | 350.00          | 16  |
|  | 25224        | 5721108098 | 11/20/2024 | 12/20/2024 | 350.00          | 15  |
|  | 25225        | 5721108099 | 11/21/2024 | 12/21/2024 | 350.00          | 14  |
|  | 25232        | 5721120464 | 11/26/2024 | 12/26/2024 | 350.00          | 9   |
|  | 25246        | 5721114327 | 11/27/2024 | 12/27/2024 | 350.00          | 8   |
|  | 25233        | 5721120466 | 11/28/2024 | 12/28/2024 | 350.00          | 7   |
|  | <b>Total</b> |            |            |            | <b>6,400.00</b> |     |
| SOUTHERN TRANSPORTATION<br>SYSTEMS<br>Ph# 514-448-0957<br>Fax# --<br>Contact | 23261        | 5134       | 03/28/2024 | 04/27/2024 | 1,750.00        | 252 |
|  | <b>Total</b> |            |            |            | <b>1,750.00</b> |     |
| STONEHENGE TRANSPORT<br>Ph# 204-872-1063<br>Fax# --<br>Contact               | 25056        | 2142       | 09/24/2024 | 10/24/2024 | 6,200.00        | 72  |
|  | <b>Total</b> |            |            |            | <b>6,200.00</b> |     |
| STRYDER LOGISTICS<br>Ph# 905-430-4790<br>Fax# --<br>Contact                  | 24171        | 77154      | 05/28/2024 | 06/27/2024 | 1,075.00        | 191 |
|  | <b>Total</b> |            |            |            | <b>1,075.00</b> |     |
| TRANS GLOBAL LOGISTICS INC<br>Ph# 778-593-1020<br>Fax# --<br>Contact         | 23201        | TGL#48783  | 03/22/2024 | 04/21/2024 | 775.00          | 258 |
|  | 23630        | TGL#49173  | 04/24/2024 | 05/24/2024 | 600.00          | 225 |
|  | 23944        | TGL#49476  | 05/14/2024 | 06/13/2024 | 480.00          | 205 |
|  | 24423        | TGL49960   | 06/18/2024 | 07/18/2024 | 400.00          | 170 |
|  | <b>Total</b> |            |            |            | <b>2,255.00</b> |     |
| TRANSWORLD INTERATIONAL<br>Ph# 514-683-9885<br>Fax# --<br>Contact            | 16156        | TWI0091227 | 04/18/2023 | 05/18/2023 | 950.00          | 597 |
|  | <b>Total</b> |            |            |            | <b>950.00</b>   |     |
| TRISTAR CARRIERS LTD<br>Ph# 519-836-2121<br>Fax# 519-836-2126<br>Contact     | 24289        | 001        | 05/31/2024 | 06/30/2024 | 800.00          | 188 |
|  | 24290        | 002        | 05/31/2024 | 06/30/2024 | 800.00          | 188 |
|  | <b>Total</b> |            |            |            | <b>1,600.00</b> |     |
| VELOCITY LOGISTICS<br>Ph# 416-901-9455<br>Fax# 416-901-9450<br>Contact       | 25074        | 16822      | 09/30/2024 | 10/30/2024 | 2,500.00        | 66  |
|  | 25086        | 16837      | 10/11/2024 | 11/10/2024 | 2,500.00        | 55  |
|  | <b>Total</b> |            |            |            | <b>5,000.00</b> |     |

**AMG GLOBAL/8438048 CANADA INC**425 GIBRALTOR DRIVE  
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On**  
**Dec 05, 2024**

|  |              |         |            |            |                  |                   |
|--|--------------|---------|------------|------------|------------------|-------------------|
| VIA TRANS INTERNATIONAL<br>Ph# 514-382-5350  | 25096        | 50636   | 10/15/2024 | 11/14/2024 | 3,000.00         | 51                |
| Fax# --<br>Contact                           | 25099        | C050665 | 10/15/2024 | 11/14/2024 | 4,000.00         | 51                |
| <b>Total</b>                                 |              |         |            |            | <b>7,000.00</b>  |                   |
| WORLD WIDE ASG LOGISTICS<br>Ph# 416-213-1334 | 22651        | C017605 | 02/15/2024 | 03/16/2024 | 650.00           | 294               |
| Fax# --<br>Contact                           | 23268        | C018115 | 04/03/2024 | 05/03/2024 | 800.00           | 246               |
|  | 23362        | C018173 | 04/03/2024 | 05/03/2024 | 650.00           | 246               |
| <b>Total</b>                                 |              |         |            |            | <b>2,100.00</b>  |                   |
| WT TRANSPORTATION INC<br>Ph# 416-289-8929    | 25087        | 9237    | 10/11/2024 | 11/10/2024 | 3,000.00         | 55                |
| Fax# --<br>Contact                           | <b>Total</b> |         |            |            |                  | <b>3,000.00</b>   |
| <b>Total</b>                                 |              |         |            |            | <b>22,600.00</b> | <b>108,332.00</b> |

CANADIAN WESTERN BANK

-and- 8438048 CANADA INC.  
Applicant

Respondent

Court File No. CV-24-00729834-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF EXAMINATION**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
333 Bay Street, Suite 2400  
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Toronto ON M5H 2T6

**Dylan Chochla (LSO: 62137I)**

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Tel: 416 868 3425

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Tel: 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

# APPENDIX BB

Court File No. CV-24-00729834-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

CANADIAN WESTERN BANK

Applicant

- and -

8438048 CANADA INC.

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section  
243(1) of the Bankruptcy and Insolvency Act, R.S.C.  
1985, c. B-3, as amended, and section 101 of the  
Courts of Justice Act, R.S.O. 1990, c. C.43, as  
amended

EXAMINATION FOR DISCOVERY OF NARINDER SHOKER  
held at the offices of Arbitration Place  
333 Bay Street, Suite 900, Toronto, Ontario  
on Friday, January 24, 2025, at 10:09 a.m.

APPEARANCES:

Jennifer Caruso  
Dylan Chochla

for the Applicant

Dhanbir Jaswal

for the Respondent

ALSO PRESENT:

Josie Parisi  
Humaira Kaiser  
Michelle Zacchigna

BDO Canada  
Punjabi Interpreter  
Court Reporter

Arbitration Place © 2025  
900-333 Bay Street Toronto, ON M5H 2R2

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| AFFIRMED: HUMAIRA KAISER (INTERPRETER) | 7    |
| EXAMINATION BY MS. CARUSO              | 7    |

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62, 69, 70, 71, 76, 77, 78, 88, 89, 90, 92, 93, 95,  
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217, 219, 221, 224, 225, 227, 229, 241, 242, 254,  
263, 264, 269, 279, 283, 292, 293, 295, 324, 325

LIST OF EXHIBITS

| NO. | DESCRIPTION   | PAGE |
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| A   | Notice of examination dated January 7, 2025                         | 18   |
| B   | Notice of examination dated January 20, 2025                        | 19   |
| C   | Letter from Dylan Chochla to Dhanbir Jaswal dated December 17, 2024 | 19   |
| D   | Letter from Dylan Chochla to Dhanbir Jaswal dated January 9, 2025   | 20   |
| E   | Letter from Dylan Chochla to Dhanbir Jaswal dated January 20, 2025  | 20   |
| F   | Folder of documents provided by Narinder Shoker on January 24, 2025 | 21   |
| G   | Corporate profile report for 14713737 Canada Inc.                   | 34   |
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| NN  | Spreadsheet with list of VINs from the PPSA registration received on December 20, 2024  | 304  |
| OO  | PPSA summary document with file currency date of November 13, 2024  | 304  |

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| QQ  | Financial statements for year ending December 31, 2023 | 320  |
| RR  | Statement of financial position for August 2024        | 322  |

1 Toronto, Ontario

2 --- Upon commencing on Friday, January 24, 2025,

3 at 10:09 a.m.

4 AFFIRMED: NARINDER SHOKER

5 AFFIRMED: HUMAIRA KAISER (INTERPRETER)

6 EXAMINATION BY MS. CARUSO:

7 1 Q. Good morning, Mr. Shoker.

8 My name is Jennifer Caruso, and Dylan Chochla and I  
9 are counsel for the receiver in connection with the  
10 receivership of 8438048 Canada Inc., and I'm going  
11 to be asking you some questions today in connection  
12 with this receivership. Before I do so, there are  
13 a few housekeeping matters that I'd like to  
14 address.

15 The first is that we do have an  
16 interpreter present, per your request. I  
17 understand that you have had communications on  
18 numerous occasions with the receiver and that those  
19 communications have proceeded in English and no  
20 difficulty has been reported in connection with  
21 those communications. So it is the receiver's  
22 position that this examination should proceed in  
23 English. However, if you are having any trouble  
24 understanding the questions, we are happy to have  
25 the interpreter jump in to interpret, as needed.

1 MR. JASWAL: Counsel, I just  
2 think that, given the legal aspects and the  
3 repercussions or the impact of an examination, we  
4 just want to ensure that Mr. Shoker fully  
5 understands versus, you know, conversational and  
6 the legal aspects of his responses. So that's why  
7 the interpreter is present today.

8 MS. CARUSO: Is it your position  
9 that the interpreter should be interpreting every  
10 single question and his answer?

11 MR. JASWAL: To the extent that  
12 it's required, yes. Out of an abundance of  
13 caution, the interpreter should be interpreting,  
14 yes.

15 MS. CARUSO: Okay.

16 MR. JASWAL: Those were my  
17 instructions.

18 THE WITNESS: Yeah, I need the  
19 interpreter. I need the interpreter.

20 BY MS. CARUSO:

21 2 Q. Mr. Shoker, do you speak  
22 English?

23 A. (without Interpreter) I can  
24 understand sometime, but I need interpreter.

25 3 Q. As another housekeeping

1 matter, I'll just remind you that this examination  
2 is under oath, and it is being recorded, so please  
3 speak loudly and clearly so that all of the answers  
4 are recorded.

5 Before I turn to my questions, I  
6 see you've brought some paper with you today. Can  
7 you tell me what you've brought?

8 A. It's about taxes and -- you  
9 asked me for all the information here.

10 4 Q. Okay. Can I see those?

11 MR. JASWAL: Counsel, based on  
12 the request that was circulated to our office, that  
13 was, of course, related to Mr. Shoker, and it seems  
14 like some of that information has been produced.

15 BY MS. CARUSO:

16 5 Q. It looks like you've  
17 provided us with invoices for payment of rent.

18 A. Yes.

19 6 Q. For what property?

20 MR. JASWAL: Sorry, Counsel,  
21 which document are you referring to, just so he --

22 MS. CARUSO: There are a number  
23 of invoices. I can show you.

24 THE WITNESS: If you ask me a  
25 question, then I can reply to that.

1 BY MS. CARUSO:

2 7 Q. Pardon?

3 A. If you ask a question, I can  
4 reply.

5 8 Q. Yes. For what property?

6 A. (without Interpreter)

7 Numbered company 141373 (sic) Canada Inc.

8 A. This is a farm property. You  
9 asked a question regarding that. So this is for  
10 that.

11 9 Q. This is rent that 8438048  
12 paid to 14713737 for renting a farm property?

13 A. We used to park truck trailer  
14 there.

15 A. (without Interpreter) Cold  
16 storage use, parking, and garage, mechanic shop.

17 10 Q. Those were located at 7388  
18 Guelph Line?

19 A. Yes.

20 11 Q. You also provided a document  
21 titled "Agreement," and this is an agreement  
22 between 14713737 Canada Inc. and 8438048 Canada  
23 Inc., and this is in connection to leasing that  
24 property?

25 A. If you asked for that today,

1     that's why I'm providing all those.

2     12                     Q.    Okay.  I'm just confirming  
3     that this is the lease agreement for that property.

4                     A.    Yes.

5     13                     Q.    Okay.  I also have what  
6     appears to be a printout from Excel that lists five  
7     different company names.  What are these?

8                     A.    These are the employees who  
9     work for me.  They are the dispatchers.

10    14                    Q.    Those are the corporations  
11    who act as dispatchers?

12                    A.    (without Interpreter) Yes.

13    15                    Q.    You also provided what  
14    appears to be an Excel printout that says  
15    "Payroll," and it has a number of names.  Are these  
16    the names of the employees of...

17                    A.    Yes.

18    16                    Q.    You provided three notices  
19    of assessment for goods and services tax/harmonized  
20    sales tax.  Do you have any other HST or other tax  
21    documents in your possession?

22                    A.    Right now?

23    17                    Q.    Not here today, but --

24                    A.    (without Interpreter) No.

25    Yes.  I have --

1 18 Q. -- in your possession  
2 generally?

3 A. (without Interpreter) I have  
4 all.

5 19 Q. Where are they located?

6 A. (without Interpreter) CRA  
7 account for what I know...

8 20 Q. Did you make any efforts to  
9 get those documents in preparation for today's  
10 examination?

11 A. (without Interpreter) Yes.

12 21 Q. Why didn't you bring them  
13 here today?

14 A. I only had those printouts  
15 there, but if you need, I can log in and get those.

16 MS. CARUSO: Counsel, I'd like an  
17 undertaking for Mr. Shoker to log into the CRA  
18 account to access those other HST documents and  
19 other tax documents on that account that were not  
20 produced today.

21 MR. JASWAL: Counsel, I imagine  
22 they go quite far back. Is there a certain time  
23 period that you're looking for?

24 MS. CARUSO: I believe we asked  
25 for 2023 and 2024 in the notice of examination, but

1 I will double-check that.

2 THE WITNESS: These are the  
3 latest. That's why I brought them.

4 MS. CARUSO: All 2023 tax  
5 returns, all statements of accounts for HST and  
6 source deductions.

7 MR. JASWAL: We'll undertake --  
8 sorry, were you done?

9 MS. CARUSO: Yes.

10 U/T MR. JASWAL: Okay, yes. We'll  
11 provide that.

12 BY MS. CARUSO:

13 22 Q. You have also provided some  
14 documents from Credit Union Central of Canada.  
15 What are these?

16 A. These are the payment --  
17 payors of our drivers. Payors of the drivers.  
18 Those are the drivers who used to -- we used to  
19 work with.

20 23 Q. Can I just see that again?  
21 Do you bank with Credit Union Central of Canada?

22 A. (without Interpreter) Credit  
23 union is a bank?

24 24 Q. I'm not sure. I'm asking  
25 you because you provided the document. It says

1 "credit union" at the top.

2 A. This is a software who  
3 generated confirmations. The ones with -- my bank  
4 is RBC and CWB.

5 25 Q. I'm going to ask you some  
6 more questions about the banks after, but just to  
7 confirm, this is the software --

8 A. (without Interpreter) This  
9 software.

10 26 Q. -- that you used to produce  
11 these records?

12 A. My team members used, too.

13 27 Q. It looks like this document  
14 was created on August 27th, 2024.

15 A. Yes.

16 28 Q. Are these all of the truck  
17 drivers who worked for your company --

18 A. (without Interpreter) Yes.

19 29 Q. -- during 2024?

20 A. And also those payroll --  
21 fuel companies -- those who used to work with us.

22 30 Q. So it's not just truck  
23 drivers?

24 A. Yes.

25 31 Q. I'm looking at the bottom of

1     these documents, and I see it says "page 34 of 35,"  
2     "page 14 of 32," and "page 37 of 37," but I don't  
3     have the entire documents.

4                     A.     This is all I have, but if  
5     you need, I can ask those software guys, and I can  
6     provide it. I don't know how to use computer.  
7     They would help me. All my team members used to do  
8     all these things.

9                     MS. CARUSO:     Counsel, I'd like an  
10    undertaking for the complete documents that each of  
11    these pages were generated from.

12                    MR. JASWAL:     Mr. Shoker, would  
13    these documents exist, or were they printed out  
14    from before?

15                    THE WITNESS:     Before.

16                    MR. JASWAL:     Counsel, best --

17                    MS. CARUSO:     From before what?

18                    MR. JASWAL:     Sorry, as of 2024 is  
19    what I'm -- I don't know if he printed this today  
20    or recently or if these are from previous records.

21                    THE WITNESS:     (without  
22    Interpreter) Not today. Before.

23    U/T             MR. JASWAL:     So I guess what I'm  
24    asking -- what want to inquire before I give you  
25    the undertaking is that, you know, does that exist?

1 Assuming it does, then, of course, but best  
2 efforts.

3 MS. CARUSO: I was going to get  
4 to this later on in the examination, but I'd also  
5 like an undertaking for the account login  
6 credentials for this Credit Union Central of Canada  
7 software that was used to generate these reports.

8 MR. JASWAL: Mr. Shoker, the  
9 account login details for that software?

10 THE WITNESS: I have it in this.

11 BY MS. CARUSO:

12 32 Q. Okay. So I see there's  
13 Xpert login --

14 A. (without Interpreter) This is  
15 Xpert.

16 33 Q. This Credit Union Central of  
17 Canada --

18 A. (without Interpreter) Yes.

19 34 Q. There's also login  
20 information for BorderConnect. What's that  
21 software?

22 A. It's the information  
23 regarding what we do -- we do shipment from Canada  
24 to US. For entering to US, we need to make an ACE,  
25 which driver were going, how long, all the details,

1     so we log it into there. And we need the  
2     documents, so all the information regarding the  
3     truck driver, who's that, all details.

4                     MR. JASWAL:     Sorry, Counsel,  
5     given the fact you have the credentials there, I  
6     imagine the previous undertaking is not required?

7                     MS. CARUSO:     I would still ask  
8     for that previous undertaking.

9     U/T             MR. JASWAL:     Sure.

10                    BY MS. CARUSO:

11     35             Q.     Okay. The last document I  
12     have is a photo of a cheque for Canadian Western  
13     Bank -- for a Canadian Western Bank account.

14                    A.     Because you needed the  
15     details and asking what -- I gave the money what  
16     for. The purpose, you asked for. This is for  
17     that. This is the payment of the truck trailer  
18     park -- 147 company.

19     36             Q.     Okay. So to confirm, this  
20     is a payment to the 147 company in connection with  
21     renting those farm premises that we discussed  
22     earlier?

23                    A.     Yes, this is all the -- all  
24     those invoices are concerned with that.

25     37             Q.     Okay. Mr. Shoker, I'm going

1 to show you a document. This is a notice of  
2 examination that's dated January 7th, 2025.

3 A. Seven or ten?

4 38 Q. Can you confirm that you  
5 received a copy of this notice of examination?

6 MR. JASWAL: Counsel, if I may,  
7 this was sent to our office, and then we forwarded  
8 it to Mr. Shoker.

9 BY MS. CARUSO:

10 39 Q. Okay. So Mr. Shoker, you  
11 did receive a copy of this?

12 A. Yes.

13 40 Q. I'm going to show you  
14 another document, and this is a notice of  
15 examination that is dated January 20th.

16 A. Yes.

17 41 Q. You also received that?

18 A. Yes.

19 MS. CARUSO: Before I move  
20 forward, I'd like to mark the notice of examination  
21 dated January 7th, 2025, as Exhibit A, and I'd like  
22 to mark the notice of examination dated January  
23 20th as Exhibit B.

24 EXHIBIT A: Notice of  
25 examination dated January 7,

1 2025

2 EXHIBIT B: Notice of  
3 examination dated January 20,  
4 2025

5 BY MS. CARUSO:

6 42 Q. I am going to show you a  
7 letter. This letter is dated December 17, 2024,  
8 and it is a letter from Dylan Chochla addressed to  
9 your lawyer, Mr. Jaswal. Have you seen a copy of  
10 that letter before?

11 A. Yes.

12 MS. CARUSO: I'd like to mark  
13 that letter as Exhibit C.

14 EXHIBIT C: Letter from  
15 Dylan Chochla to Dhanbir  
16 Jaswal dated December 17,  
17 2024

18 BY MS. CARUSO:

19 43 Q. I'm going to show you  
20 another letter dated January 9th, 2025, from  
21 Mr. Chochla to your lawyer.

22 A. Yes. Yes.

23 44 Q. You received a copy of that  
24 letter? Final letter for now that I'll show you is  
25 a letter dated January 20th, 2025, also from

1 Mr. Chochla addressed to your lawyer. Did you  
2 receive a copy of that letter?

3 A. Yes, I got.

4 MS. CARUSO: You would agree with  
5 me that the letters -- sorry, I'll mark that final  
6 letter as Exhibit E, and -- sorry, the letter dated  
7 January 9th will be Exhibit D.

8 EXHIBIT D: Letter from  
9 Dylan Chochla to Dhanbir  
10 Jaswal dated January 9, 2025

11 EXHIBIT E: Letter from  
12 Dylan Chochla to Dhanbir  
13 Jaswal dated January 20, 2025

14 BY MS. CARUSO:

15 45 Q. You agree with me that the  
16 letters from January 9th and January 20 both  
17 request that you produce certain documents in  
18 advance of your examination under oath?

19 A. I have provided that.

20 46 Q. You provided some documents  
21 today, but you haven't provided all of the  
22 documents that were listed in the notice of  
23 examination. Is that correct?

24 A. I have forwarded them all.

25 MR. JASWAL: If I may? I think

1 he's referring to the PPSA Excel sheet that was  
2 provided and the responses to that. That's what  
3 was sent from Mr. Shoker's office to us, which was  
4 then was relayed to you. That's the information  
5 that he's saying was e-mailed to your office.

6 BY MS. CARUSO:

7 47 Q. There are a number of  
8 documents that were requested in the notice of  
9 examination in anticipation of the examination that  
10 was adjourned and then in anticipation of today's  
11 examination. You have provided some documents, but  
12 not all of the documents that were requested in the  
13 notice of examination.

14 A. I provided what I had.

15 MS. CARUSO: We'll mark the  
16 documents contained within this folder that were  
17 provided today as the next exhibit, which will be  
18 Exhibit F.

19 EXHIBIT F: Folder of  
20 documents provided by  
21 Narinder Shoker on January  
22 24, 2025

23 BY MS. CARUSO:

24 48 Q. Mr. Shoker, what --

25 A. They came to my office, and I

1 provided them the documents -- the leasing  
2 documents.

3 49 Q. Which leasing documents are  
4 you referring to?

5 A. The whole list, they were  
6 asking, I was telling them what for. You can ask  
7 the question. I can reply now.

8 50 Q. Okay. We can go through the  
9 entire list of documents, and I can ask you about  
10 each in particular. So the first -- and just for  
11 the record, I'm looking at the notice of  
12 examination dated January 20th. The first group of  
13 documents that were requested are all invoices for  
14 any trucks, trailers, or other vehicles purchased  
15 by 8438048 Canada Inc. You did not bring those  
16 invoices with you today?

17 A. I can provide.

18 51 Q. Okay. I'd like --

19 A. When they did visit, whatever  
20 I had, I did show them. They took the login  
21 information, and we produced everything.

22 52 Q. Who took the login  
23 information?

24 A. Those who did visit on  
25 December 4th.

1                           A.     (without Interpreter) Same,  
2     BDO receivership.

3                           A.     Four and five people.

4                           MR. JASWAL:     Sorry, you have to  
5     ask...

6                           THE WITNESS:     From video (sic),  
7     from CW Bank -- from CW Bank, they did visit, and I  
8     did show them. They did visit for two days.

9                           MS. CARUSO:     Okay. I'm going to  
10    come back to the login information issue later on,  
11    but perhaps, just in the interests of time, I'll  
12    ask for an undertaking that Mr. Shoker produce all  
13    of the documents requested in the notice of  
14    examination dated January 20th, 2025, and I'll also  
15    ask that this request for production of documents  
16    and any other undertakings that are given today be  
17    answered by Friday, January 31st, 2025.

18    U/T                   MR. JASWAL:     Sorry, Counsel,  
19    give me one second. Just to confirm, an  
20    undertaking to provide all documents requested in  
21    the notice of examination dated January 20th and  
22    such undertaking to be satisfied by January 31st,  
23    2025. Yes, Counsel, assuming Mr. Shoker can get,  
24    you know -- review his records and has access to  
25    them and they exist, absolutely.

1 MS. CARUSO: Just while we're on  
2 the issue of responses to undertakings, I'd like to  
3 confirm that all other responses to undertakings  
4 given during this examination will be answered by  
5 January 31st, 2025.

6 MR. JASWAL: Yes, counsel.

7 THE WITNESS: Yes.

8 BY MS. CARUSO:

9 53 Q. Okay. Mr. Shoker, I'm going  
10 to ask you some background questions now. Your  
11 full name is Narinder Singh Shoker. Correct?

12 A. (without Interpreter)  
13 Correct.

14 54 Q. Your date of birth is April  
15 24th, 1981?

16 A. Yes.

17 55 Q. What is your address?

18 A. 6 Darou, D-A-R-O-U, Crescent,  
19 Brampton, and postal code, L6R 0N7.

20 56 Q. Zero, N, seven? Do you  
21 understand that you're here today for an  
22 examination under oath in connection with the  
23 receivership of 8438048 Canada Inc.?

24 A. Yes. This is the first time  
25 I've experienced. I don't know how it's going

1 or...

2 57 Q. No problem. I just want to  
3 confirm, with respect to your address, that you  
4 still reside at 6 Darou Crescent?

5 A. Yes.

6 58 Q. The corporation 8438048  
7 Canada Inc. operates under the name of "AMG  
8 Global." Correct?

9 A. (without Interpreter) Yes.

10 59 Q. It also operates under the  
11 name of "GFS Logistics"?

12 A. (without Interpreter) No.

13 60 Q. Just AMG Global?

14 A. (without Interpreter) Just  
15 AMG.

16 61 Q. I'm going to refer to that  
17 corporation by "AMG Global" during this  
18 examination. You are the sole director of AMG  
19 Global?

20 A. Yes.

21 62 Q. You're also the chief  
22 officer and manager of AMG Global?

23 A. Yes, I am.

24 A. (without Interpreter) I'm the  
25 only.

1     63                     Q.    The only director, and the  
2     only chief --

3                             A.    Yes.

4     64                     Q.    Okay.  The registered  
5     address of AMG Global is 425 Gibraltar Avenue in  
6     Mississauga?

7                             A.    This is the address of our  
8     trucks garage.

9     65                     Q.    Can you describe what that  
10    property looks like?

11                            A.    Trucking garage.  Trucking  
12    yard and the -- you can park almost 50 trucks  
13    there, and it's a 50-acre -- sorry, three acres.

14    66                     Q.    Three acres?

15                            A.    You can park around 50 trucks  
16    there.

17    67                     Q.    You mentioned there was an  
18    office?

19                            A.    Yes.

20    68                     Q.    How big?

21                            A.    (without Interpreter) Six,  
22    seven room.

23                            A.    You're asking square foot or  
24    room?

25    69                     Q.    If you have the square

1     footage, an estimate is fine.

2                             A.     1,600 square feet.   Mechanic  
3     shop is over 600 square feet.

4     70                     Q.     The mechanic shop is --

5                             A.     6,000.

6     71                     Q.     6,000?

7                             A.     There are four doors to the  
8     mechanic shop.

9     72                     Q.     Does AMG Global operate out  
10    of any other locations?

11                            A.     No.

12    73                     Q.     You mentioned earlier that  
13    AMG Global was leasing the farmland.   For what  
14    purpose?

15                            A.     We needed that for mechanic  
16    and -- shop and cold storage.

17    74                     Q.     Cold storage and what,  
18    sorry?

19                            A.     Mechanic shop.

20                            A.     (without Interpreter) Those  
21    two.

22                            A.     Our head office was just 425  
23    Gibraltar Drive.

24    75                     Q.     Did you incorporate AMG  
25    Global?

1                           A.    Could you repeat the last  
2    part?

3    76                    Q.    Did you file articles of  
4    incorporation to create the corporation of AMG  
5    Global?

6                           A.    Yes.   I was the only owner.

7    77                    Q.    To confirm, you've been AMG  
8    Global's sole director and chief officer and  
9    manager since its incorporation?

10                        A.    Yes.   Yes, ever since.   I  
11   opened it in 2013.

12   78                    Q.    What are your  
13   responsibilities as director and chief officer and  
14   manager?

15                        A.    Yeah.   I was the only one who  
16   are working building, and then -- later, then I  
17   hired first people for accounting and other stuff.  
18   I was the only person to do everything in the  
19   beginning, but now I just look after it.

20   79                    Q.    What do you mean by "look  
21   after"?

22                        A.    Like, other people, like in  
23   accounting or the specials.   They are just  
24   informing me that we need to pay those people, we  
25   need to do this and that.   That's all.

1     80                   Q.    Okay.  Would it be fair to  
2     say you generally oversee the operations of AMG  
3     Global?

4                         A.    Yes.

5                         MS. CARUSO:    Ms. Kaiser, I just  
6     want to ensure that we are having all of  
7     Mr. Shoker's answers translated.  So if it would be  
8     of assistance, perhaps we can break the answers  
9     into smaller pieces.

10                        THE INTERPRETER:    I would  
11    appreciate.

12                        MS. CARUSO:    Okay.  Thank you.

13                        THE INTERPRETER:    Thank you.

14                        MS. CARUSO:    Can you advise  
15    Mr. Shoker that that is how we will proceed?

16                        THE INTERPRETER:    Thank you so  
17    much.

18                        BY MS. CARUSO:

19     81                   Q.    How many shareholders does  
20     AMG Global have?

21                        A.    I'm the only one.

22     82                   Q.    Are you a director of any  
23     other corporation other than AMG Global?

24                        A.    Now, or in the past?

25     83                   Q.    Both.

1                   A.    In the past, there is one and  
2    then another.  Are you asking GFS Logistics,  
3    something like that, I was there also, but not now.  
4    It's the -- the name is GFS International.  It's  
5    not Logistics.  I was director of that for the  
6    brokerage company.

7    84               Q.    He was what, sorry?

8                   THE INTERPRETER:  Director.

9                   MS. CARUSO:  Director.

10                  THE INTERPRETER:  In the past.  
11   Not now.

12                  BY MS. CARUSO:

13   85               Q.    I'm going to show you a  
14   corporate profile report.  This is a corporate  
15   profile report for 14713737 Canada Inc.

16                  A.    Yeah, I told that.  It was a  
17   year ago.  I did share -- years ago.

18   86               Q.    Okay.  If you flip to the  
19   back of that document, it has a date modified -- I  
20   believe that's November 4, 2024 -- to the last  
21   page.  If you flip it again, just on the back of  
22   the last page.

23                  A.    What does that mean?

24   87               Q.    I believe that means that  
25   that is when this search was pulled from the

1 website, and if you look at the list of directors,  
2 the third name, I believe, is your name. It says  
3 Narinder Singh Shoker.

4 A. Yeah, I was, but not now.

5 88 Q. Okay. When did you stop  
6 being a director of this company?

7 A. It's been a year almost.

8 89 Q. Almost a year?

9 A. (without Interpreter) Almost  
10 a year.

11 90 Q. Roughly January 2024?

12 A. Even before that.

13 91 Q. Okay, so September 2024?

14 A. (without Interpreter) No,  
15 2023.

16 92 Q. 2023.

17 A. (without Interpreter) Yeah.

18 93 Q. Do you remember when in  
19 2023?

20 A. (without Interpreter) No.

21 (indiscernible)

22 94 Q. Did you resign as a  
23 director?

24 A. Yes.

25 MS. CARUSO: I'd like an

1     undertaking to produce a copy of the resignation  
2     letter of Mr. Shoker.

3                     MR. JASWAL:     Mr. Shoker, would  
4     you have a formal resignation?

5                     THE WITNESS:    I can provide from  
6     (indiscernible)

7                     MR. JASWAL:     Madam Registrar  
8     (sic), that's not what he said. I think you should  
9     repeat what he said. That's not what he said.

10                    THE WITNESS:    I don't have a  
11    document for resignation. If you ask, I can ask  
12    them if there's some document I can provide. I can  
13    ask those people, those ones, and I can provide  
14    some if there's some.

15                    MS. CARUSO:     Okay. We would then  
16    like an undertaking to produce -- sorry,  
17    Mr. Shoker, please let me finish -- an undertaking  
18    to produce some type of written confirmation or  
19    document evidencing his resignation from 14713737  
20    Canada Inc.

21    U/T             MR. JASWAL:     Yes, Counsel.  
22    Assuming it exists, we'll provide it, yes.

23                    BY MS. CARUSO:

24    95             Q.    I'm going to show you  
25    another corporate profile report. This is for

1 15452074 Canada Inc.

2 A. No, I don't know anything  
3 about it.

4 96 Q. If you turn over the page,  
5 there's a list of directors.

6 A. (without Interpreter) Oh,  
7 okay. Now I --

8 MR. JASWAL: Let her ask the  
9 question first. Let her ask the questions.

10 BY MS. CARUSO:

11 97 Q. There's a list of directors,  
12 and I see Narinder Singh Shoker. Are you a  
13 director of this corporation?

14 A. (without Interpreter) Yes,  
15 yes, yes.

16 98 Q. Are you still a director of  
17 this corporation?

18 A. Yes --

19 99 Q. Yes.

20 A. -- I am. We needed to buy  
21 restaurant. That's why we opened, but we didn't  
22 buy that restaurant.

23 100 Q. You became director of this  
24 company to purchase a restaurant?

25 A. Yes.

1     101                   Q.    What type of business is  
2     this numbered company?

3                           A.    We were going to buy a  
4     restaurant, and that's why we opened this company,  
5     but we didn't buy.

6     102                   Q.    Is there any relationship of  
7     this company to AMG Global?

8                           A.    No.

9                           MS. CARUSO:    I would like to mark  
10    the corporate profile report for 14713737 Canada  
11    Inc. as Exhibit G, and the corporate profile report  
12    for 15452074 Canada Inc. as Exhibit H.

13                           EXHIBIT G:    Corporate  
14                           profile report for 14713737  
15                           Canada Inc.

16                           EXHIBIT H:    Corporate  
17                           profile report for 15452074  
18                           Canada Inc.

19                           BY MS. CARUSO:

20    103                   Q.    I'm going to show you  
21    another corporate profile report. This is a  
22    corporate profile report for Ardor Logistics Inc.  
23    and --

24                           A.    Yeah, I'm a director of that.  
25    It's a brokerage company, but it never went.

1 104 Q. It never --

2 A. It never proceeded.

3 105 Q. It never had any active  
4 business operations?

5 A. Both companies never  
6 proceeded.

7 106 Q. By "both," you mean this and  
8 the company we just discussed that was incorporated  
9 to purchase the restaurant?

10 A. Both, yeah. Never proceeded.

11 MS. CARUSO: I will mark the  
12 corporate profile report for Ardor Logistics as  
13 Exhibit I.

14 EXHIBIT I: Corporate  
15 profile report for Ardor  
16 Logistics

17 BY MS. CARUSO:

18 107 Q. I am going to show you  
19 another corporate profile report. This is a  
20 corporate profile report for Kaizen, K-I-Z-E-N  
21 (sic), Translines Inc.

22 A. Both companies were opened  
23 the same time. One was brokerage company, one was  
24 trucking, but we never proceeded for both. Just  
25 corporation was...

1     108                    Q.     You are a director of --  
2                            A.     (without Interpreter) Yes.  
3     109                    Q.     -- Kaizen?  
4                            A.     Yes, yes.  
5     110                    Q.     Kaizen was a trucking  
6     company?  
7                            A.     We opened for trucking, but  
8     nothing happened.  
9     111                    Q.     It never had any active  
10    business operations?  
11                            A.     (without Interpreter) No.  
12                            MS. CARUSO:     I'll mark the  
13    corporate profile report for Kaizen Translines Inc.  
14    as Exhibit J.  
15                            EXHIBIT J:     Corporate  
16                            profile report for Kaizen  
17                            Translines Inc.  
18                            BY MS. CARUSO:  
19    112                    Q.     Are you a shareholder with  
20    significant control of any corporation?  
21                            THE INTERPRETER:     Could you  
22    repeat the last part?  
23                            BY MS. CARUSO:  
24    113                    Q.     Are you a shareholder with  
25    significant control of any corporation?

1 A. Which company?

2 114 Q. Of any company?

3 A. I don't remember if --

4 remember. If you just show me, I can tell you.

5 115 Q. What about GFS

6 International?

7 A. I was a director of that.

8 116 Q. Are you a shareholder with

9 significant control of GFS International?

10 A. (without Interpreter) Yes.

11 MR. JASWAL: Counsel, do you want

12 to just -- can I give him an idea of what

13 "significant control" means? He may not

14 understand.

15 MS. CARUSO: I can put the

16 corporate profile report to him if he doesn't

17 understand --

18 MR. JASWAL: Sure.

19 MS. CARUSO: -- because that's

20 how it appears in the report.

21 BY MS. CARUSO:

22 117 Q. This is a corporate profile

23 report for GFS International Inc.

24 A. Yeah, I was a director.

25 118 Q. Okay. If you flip over to

1 the back of the first page, you'll see a section  
2 that says, "Individuals with significant control."  
3 Do you see that?

4 A. What does that mean?

5 119 Q. If you look under this  
6 heading, it says that the "type of interest or  
7 control" is "has a combination of shares and  
8 control in fact," and further down, it says, "This  
9 individual holds more than 75 percent the shares."

10 A. Yeah, I have.

11 120 Q. Okay. Do you still own more  
12 than 75 percent of the shares?

13 A. No, I don't.

14 121 Q. When did you -- well, did  
15 you sell those shares?

16 A. I gave the company. I gave  
17 the company.

18 122 Q. You gave the company what?

19 A. It was a brokerage company.  
20 I was not making any profits, so there was  
21 nothing -- no benefit in it.

22 123 Q. Did you sell your shares in  
23 the company?

24 A. Yes.

25 124 Q. When?

1 A. (without Interpreter) Two to  
2 three months. Two or three months.  
3 125 Q. Two or three months ago?  
4 A. Yeah, two, three months ago.  
5 Three, four months ago.  
6 126 Q. Three or four months ago.  
7 Do you sell all of your shares?  
8 A. Yes.  
9 127 Q. Who did you sell them to?  
10 A. Manmeet.  
11 128 Q. That's Manmeet Kaur Shoker?  
12 A. (without Interpreter) Shoker,  
13 yes.  
14 129 Q. Do you have any relationship  
15 to that person?  
16 A. (without Interpreter) Yes.  
17 She is my daughter.  
18 130 Q. She's the director of GFS  
19 International?  
20 A. Yes.  
21 MS. CARUSO: I will mark the GFS  
22 International Inc. corporate profile report as  
23 Exhibit K.  
24 EXHIBIT K: Corporate  
25 profile report for GFS

1 International Inc.

2 MS. CARUSO: I'd also like an  
3 undertaking to produce the share transfers or  
4 share sale documentation in connection with  
5 Mr. Shoker selling his shares in GFS International.

6 MR. JASWAL: Counsel, may I ask  
7 if he would have such information?

8 MS. CARUSO: Sure.

9 MR. JASWAL: Mr. Shoker, would  
10 you have the share sale agreement to Manmeet?

11 THE WITNESS: No, I don't have.  
12 This is the one. This is the one. I just  
13 transferred in her name. There was no asset,  
14 nothing. Just the company, I gave to her.

15 BY MS. CARUSO:

16 131 Q. But if they were transferred  
17 to her, I would imagine there was some type of  
18 record indicating that you no longer own those  
19 shares?

20 A. I can ask the contract, but I  
21 don't have.

22 MS. CARUSO: Okay. I'd like an  
23 undertaking to produce any record of the transfer  
24 of shares.

25 U/T MR. JASWAL: Yes.

1 BY MS. CARUSO:

2 132 Q. Okay. Can you explain for  
3 me, generally, the operations of AMG Global?

4 A. How can I explain? You need  
5 the details or some -- mostly, we used to work from  
6 Canada to USA. We were produce and meat --

7 A. (without Interpreter) Long-  
8 haul company. No city work. Just Canada to USA,  
9 USA to Canada.

10 A. It was a long distance --  
11 long-haul company from Canada to US and from US to  
12 Canada. No local work.

13 133 Q. You weren't shipping  
14 anything within Canada; it was all Canada to US,  
15 US-Canada?

16 A. Yes.

17 134 Q. It was produce and meat?

18 A. (without Interpreter) Produce  
19 and meat.

20 135 Q. How many customers does AMG  
21 Global have?

22 A. More than 50. My login  
23 information is there, and you can peruse all that.  
24 We have also given them the video (sic).

25 136 Q. Given them the, what, sorry?

1 A. The video (sic).

2 MR. JASWAL: No, no, no. That's  
3 not what he said. He said "BDO."

4 THE WITNESS: (without  
5 Interpreter) BDO.

6 THE INTERPRETER: BDO.

7 BY MS. CARUSO:

8 137 Q. Given BDO what?

9 MR. CHOCHLA: Sorry, this is the  
10 second time that it appears that interpretations  
11 have not been truthful or have not been done  
12 accurately, so I would ask that you think carefully  
13 about the interpretations that are being made and  
14 that you accurately reflect what Mr. Shoker is  
15 telling you.

16 THE INTERPRETER: Okay. I am  
17 requesting him to make short sentences again.

18 MS. CARUSO: Sorry, what did he  
19 say?

20 THE WITNESS: If you just ask me  
21 a question, and I can say yes or no.

22 BY MS. CARUSO:

23 138 Q. To the extent that the  
24 questions warrant a yes or no answer, I will do  
25 that, but I am going to need you to explain some

1 things to me sometimes.

2 A. Okay.

3 139 Q. We were discussing the  
4 customers of AMG Global, and you mentioned that  
5 there were more than 50 customers.

6 MS. CARUSO: Counsel, I'd like an  
7 undertaking for a list of all of the receivables of  
8 AMG Global. That includes all of the contact  
9 information for all of its customers.

10 MR. JASWAL: Sorry, Counsel,  
11 you're -- the outstanding receivables?

12 MS. CARUSO: Yes.

13 U/T MR. JASWAL: Yes.

14 BY MS. CARUSO:

15 140 Q. Would AMG Global ever work  
16 with brokers?

17 A. We do 70 percent brokers and  
18 20 percent direct customers.

19 141 Q. Roughly how many brokers?

20 A. Two hundred. You can log  
21 into the Xpert, and you can see.

22 142 Q. The list of brokers is in  
23 the Xpert account?

24 A. Yes.

25 143 Q. Do any of those brokers owe

1     AMG Global any money?

2                     A.     Yeah, there are some.   Some  
3     are bankrupt, but some of them still owe.

4     144             Q.     Sorry, I was asking if --  
5     okay.   Some of those brokers still owe --

6                     A.     (without Interpreter) Yes.

7     145             Q.     -- AMG Global some money.  
8     Do you know roughly how much?

9                     A.     Must be \$200,000, but they're  
10    not in the market now.

11                    A.     (without Interpreter) They're  
12    bankrupt.

13    146             Q.     The brokers that owe the  
14    roughly \$200,000 are all bankrupt?

15                    A.     (without Interpreter) No,  
16    roughly, I'm saying 200 -- either \$200,000 \$300,000  
17    they're owing, but not all bankrupt.   We are trying  
18    to --

19                    A.     We're asking them for the  
20    payment, but they're not replying.

21                    MS. CARUSO:   I'd like an  
22    undertaking to provide a list of all of the brokers  
23    that AMG Global works with and, to the extent that  
24    any of those brokers owe AMG Global any money, a  
25    breakdown of the amounts that are owed and the

1 contact information for the brokers.

2 U/T MR. JASWAL: Yes, Counsel.

3 BY MS. CARUSO:

4 147 Q. Did you employ or  
5 subcontract truck drivers for the business?

6 A. Yes, more than 20. Twenty,  
7 twenty-five. Our own people, about this, but the  
8 subcontractors were more.

9 148 Q. There were more  
10 subcontractor truck drivers?

11 A. (without Interpreter) Truck  
12 driver, all of them, yes.

13 149 Q. Were all of the truck  
14 drivers subcontractors?

15 A. (without Interpreter) Yeah,  
16 all truck drivers subcontractors.

17 150 Q. Did those truck drivers, did  
18 they drive AMG Global's fleet of trucks?

19 A. In my company, they have  
20 their own truck, but driving for -- they drive for  
21 AMG.

22 151 Q. So those subcontractors were  
23 not driving the AMG Global fleet of trucks?

24 A. Forty, fifty drivers were  
25 driving for AMG.

1     152                   Q.     Were those 40 to 50 drivers  
2     employees of AMG?

3                           A.     Self-employed.   Yes, for AMG.

4     153                   Q.     Sorry, I'm not following.

5     They were self-employed, but they were driving --

6                           MR. JASWAL:    Just let her finish  
7     her question.

8                           BY MS. CARUSO:

9     154                   Q.     I'm just trying to  
10    understand how the employment of the truck drivers  
11    works.   You mentioned that there were about 20 to  
12    25 subcontractors who were driving their own  
13    trucks.

14                          A.     (without Interpreter) Yes.

15    155                   Q.     You also mentioned that  
16    there were, I believe, 40 to 50 drivers driving the  
17    AMG Global fleet of trucks.

18                          A.     (without Interpreter) Yes.

19    156                   Q.     Were those drivers employees  
20    of AMG Global?   Were they on the AMG Global  
21    payroll?

22                          A.     Not on payroll.

23                          A.     (without Interpreter) We're  
24    paying them on the corporation, not payroll.

25                          A.     Not payroll.

1 157 Q. Paying them on the, what,  
2 sorry?

3 A. We were paying on the  
4 corporation.

5 158 Q. Paying them -- I'm sorry, I  
6 didn't understand that word.

7 A. The drivers were not on  
8 payroll.

9 159 Q. Did he say something else  
10 with respect to how they were paid?

11 A. Payrolls are the one from who  
12 we deduct the taxes.

13 160 Q. So were they contractors?

14 A. They were contractors, but  
15 they were driving their own trucks for AMG.

16 161 Q. Okay. I'm asking about the  
17 drivers who were driving the AMG Global trucks  
18 specifically. I'm still a bit confused about the  
19 nature of their relationship with AMG Global. You  
20 said that they were not on payroll?

21 A. I can't understand the  
22 question. They were working with us.

23 162 Q. Were they also contractors?

24 A. Still I'm not understanding.  
25 They were drivers specifically.

1     163                   Q.    What type of relationship  
2     did they have with AMG Global?

3                           A.    We used to pay them per  
4     month. We used to issue the cheque in the name of  
5     corporation and not in their name.

6     164                   Q.    Then would it be fair to say  
7     that there were about 60 to 75 truck drivers in  
8     total who --

9                           A.    (without Interpreter) Worked  
10    with AMG, yes.

11    165                   Q.    -- worked with AMG?

12                           A.    (without Interpreter) Yes.

13    166                   Q.    Okay. None of them were on  
14    AMG Global's payroll. You were issuing invoices to  
15    them as --

16                           A.    (without Interpreter) No,  
17    they issued the invoices.

18    167                   Q.    Right.

19                           A.    (without Interpreter) Yeah.

20    168                   Q.    None of them were employees,  
21    though?

22                           A.    They were employees because  
23    they were working for us.

24                           A.    (without Interpreter) They  
25    work with us. They're employees.

1 MS. CARUSO: Can I have an  
2 undertaking for a list of the names and contact  
3 information of all of the truck drivers who worked  
4 with AMG Global, as well as any agreements covering  
5 their relationship with AMG Global?

6 U/T MR. JASWAL: Yes.

7 BY MS. CARUSO:

8 169 Q. Does AMG Global use a GPS  
9 tracking system to keep track of the location of  
10 its vehicles?

11 A. Yes. It used to, but no  
12 more, since not working. Since we are not working,  
13 I didn't pay for them, and they closed our account.

14 170 Q. What's the name of the  
15 service provider for the GPS system?

16 A. (without Interpreter) Motive.

17 171 Q. Can you spell that for me?

18 A. (without Interpreter) M-O-T-  
19 I-V, like Victor, E, Motive. Motive or you can say  
20 stoney trucking. Motive. Same name. Before,  
21 KeepTruckin. After, they changed their name to  
22 Motive.

23 A. The previous name was  
24 KeepTruckin, and the latest is Motive.

25 172 Q. When did they close the

1 account?

2 A. (without Interpreter) Three  
3 months ago. Two to three. In November, October.

4 A. October, November.

5 A. (without Interpreter) The  
6 last four or five months, stopped paying to him.

7 173 Q. Who had access to that GPS  
8 tracking system?

9 A. Dispatch.

10 174 Q. What's the name of the  
11 dispatcher?

12 A. (without Interpreter) I-N-D-  
13 E-R-J-I-T, last name, Walia, W-A-L-I-A.

14 A. And one is my brother-in-law,  
15 his name is P-R-B-H -- P-R-A-B-H.

16 175 Q. That's the first name?

17 A. (without Interpreter) This is  
18 the first name, Prabh.

19 176 Q. What's his last name?

20 A. (without Interpreter) D-A-Y-  
21 A-L.

22 177 Q. Those were the two  
23 dispatchers who had access?

24 A. Yes, mostly, they used to  
25 control the phone. Dispatchers were seven, but

1 usually, these two used to operate. They had  
2 access.

3 MS. CARUSO: Can I have an  
4 undertaking, please, for the names of those other  
5 dispatchers?

6 U/T MR. JASWAL: Yes.

7 MS. CARUSO: And their contact  
8 information, as well?

9 U/T MR. JASWAL: Yes.

10 BY MS. CARUSO:

11 178 Q. Do you know the login  
12 information for that GPS tracking system?

13 A. We have, but we can't log in  
14 because, since we stopped paying, they closed the  
15 account.

16 MS. CARUSO: Could I have an  
17 undertaking for the login credentials that were  
18 used to access the account prior to its closure?

19 U/T MR. JASWAL: Yes.

20 MS. CARUSO: Can I also have an  
21 undertaking for a list of all of the trucks that  
22 were being tracked using that GPS tracking system?

23 U/T MR. JASWAL: Assuming that list  
24 exists, yes.

25 MS. CARUSO: That list should

1 include the vehicle identification numbers, or  
2 VINs, for those trucks.

3 BY MS. CARUSO:

4 179 Q. How many employees does AMG  
5 Global have?

6 A. (without Interpreter) Office  
7 or all truck drivers?

8 A. In the office?

9 180 Q. We can start in the office.  
10 How many were employed?

11 A. Fourteen in the office.

12 181 Q. You mentioned that there  
13 were seven dispatchers. Are they included in the  
14 office group?

15 A. (without Interpreter) Six to  
16 seven -- yeah, they're included.

17 182 Q. Who were the other  
18 employees?

19 A. Accounting, safety, and  
20 dispatch. I have provided a list for you.

21 183 Q. The list that says "Payroll"  
22 on it that you brought today has six names.

23 A. Yeah, they were -- all six  
24 were in accounting and safety. Three to four were  
25 from India working for me.

1     184                             Q.     Okay.   May I have that,  
2     please?   Thank you.   Babita Mehra -- what's their  
3     position?  
4                                       A.     Accounting.  
5     185                             Q.     Ishu Goyal?  
6                                       A.     Dispatch.   Local dispatch.  
7     186                             Q.     The position of Karamdeep  
8     Singh?  
9                                       A.     Night-time dispatch.  
10    187                             Q.     What about Navdeep Singh  
11    Sidhu?  
12                                       A.     Payroll.  
13                                       A.     (without Interpreter) This  
14    guy worked in the warehouse, drive a forklift,  
15    switching the load.  
16                                       A.     Working in the warehouse and  
17    switching the load.   He was the one giving  
18    paperwork to drivers.  
19    188                             Q.     Rajveer Singh?  
20                                       A.     (without Interpreter)  
21    Accounting.  
22    189                             Q.     Vishwajeet Singh?  
23                                       A.     (without Interpreter)  
24    Mechanic.  
25    190                             Q.     Who is Ahmad Jamal?

1 A. Ahmad Jamal?  
2 191 Q. Yes.  
3 A. Dispatcher in India.  
4 192 Q. Okay. Based out of India?  
5 A. (without Interpreter) Yes.  
6 193 Q. Was he an accountant?  
7 A. Trucking person, night-time  
8 dispatcher.  
9 MS. CARUSO: Counsel, I'd like an  
10 undertaking for a complete list of all of the  
11 employees of AMG Global, which includes their name,  
12 address, social insurance number, and their start  
13 date?  
14 MR. JASWAL: Is there a reason  
15 why you need the social insurance number?  
16 MS. CARUSO: We'll need that for  
17 tax purposes. And their e-mail addresses, as well,  
18 please.  
19 U/T MR. JASWAL: Yes, Counsel.  
20 MS. CARUSO: Thank you. I'd also  
21 like an undertaking for a listing of any  
22 outstanding wages, vacation pay, or any other  
23 amounts owing to employees by AMG Global.  
24 U/T MR. JASWAL: Yes.  
25 BY MS. CARUSO:

1     194                   Q.    Does AMG Global still have  
2     active business operations?

3                           A.    No, it doesn't.

4     195                   Q.    When did it cease having  
5     active business operations?

6                           A.    (without Interpreter) Almost  
7     October 15th.

8                           A.    Two, three months ago.

9     196                   Q.    Starting in October?

10                          A.    Starting or shutting down?

11    197                   Q.    When did it cease?  When did  
12    it shut down?

13                          A.    In October.

14    198                   Q.    October of 2024?

15                          A.    Yes.

16    199                   Q.    Why?

17                          A.    Because that got enhanced,  
18    the fuel was precious -- too expensive.  Trucking  
19    crates were -- trucking freight crates were too  
20    low, and fuel was too expensive.

21    200                   Q.    Would you say that AMG  
22    Global was profitable in 2022 and 2023?

23                          A.    Yes.  Before 2022, it was  
24    profitable, but last two years, it was no more  
25    profitable.

1     201                             Q.     Why is that?

2                                       A.     Because supply-demand for

3     produce.

4                                       A.     (without Interpreter) Fuel

5     price go up, and too much -- price was too high.

6                                       A.     High fuel prices. Insurance

7     cost was more.

8     202                             Q.     Did AMG Global enter into

9     any type of leasing agreements after October 2024?

10                                      A.     No. What do you mean by

11     lease document?

12     203                             Q.     A lease agreement, so for a

13     car, a truck, or leasing property?

14                                      A.     Yes. One truck and trailer.

15     204                             Q.     When was that exactly?

16                                      A.     Same time -- the same time,

17     October, November. I was thinking that I could

18     run, but...

19     205                             Q.     With who was that lease?

20                                      A.     The company from Montreal.

21     Proleasing.

22     206                             Q.     Proleasing?

23                                      A.     (without Interpreter) Yes.

24                                      A.     From Montreal.

25                                      MS. CARUSO: Counsel, can I have

1 an undertaking for a copy of that lease agreement?

2 It's the lease agreement between AMG Global and

3 Proleasing entered into in October or November

4 2024.

5 U/T MR. JASWAL: Yes.

6 BY MS. CARUSO:

7 207 Q. Is AMG Global operating

8 under a different business name?

9 A. No.

10 208 Q. What happened to the  
11 accounts receivables when AMG Global ceased its  
12 operations?

13 A. Can you repeat?

14 209 Q. What happened to the  
15 accounts receivables when AMG Global ceased its  
16 operations?

17 A. Some are paying, slowly,  
18 gradually, and as much we could pay, we are paying  
19 to the drivers.

20 210 Q. What happened to the truck  
21 drivers when AMG Global ceased its operations?

22 A. Gradually, all were quitting.  
23 All drivers were in the queue of the payment, but  
24 we couldn't pay, and gradually, all of them quit.

25 211 Q. Those accounts receivables

1 payments that you mentioned earlier -- what  
2 accounts are they being paid into?

3 A. (without Interpreter) CW.

4 Account? Bank name?

5 212 Q. Yes.

6 A. (without Interpreter) CW and

7 RBC.

8 213 Q. That's the Canadian Western

9 Bank?

10 A. (without Interpreter)

11 Canadian Western Bank.

12 214 Q. And RBC?

13 A. (without Interpreter) RBC

14 Bank.

15 MS. CARUSO: Counsel, I'd like an

16 undertaking for a list of those bank accounts held

17 with Canadian Western Bank and RBC --

18 THE WITNESS: (without

19 Interpreter) We're already providing --

20 MS. CARUSO: -- including the

21 account number and the branch.

22 MR. JASWAL: Sorry, including

23 account number and the branch?

24 MS. CARUSO: And the branch, yes.

25 U/T MR. JASWAL: Yes.

1 MS. CARUSO: For those Canadian  
2 Western Bank and RBC accounts, just for the record,  
3 the request for the bank statements and cancelled  
4 cheques for those accounts were included in the  
5 notice of examination, so they're covered by the  
6 earlier undertaking.

7 MR. JASWAL: Noted. Thank you.

8 BY MS. CARUSO:

9 215 Q. Did you tell Canadian  
10 Western Bank that AMG Global ceased its operations?

11 A. No.

12 216 Q. Why not?

13 A. Nobody asked for.

14 217 Q. Have you told me everything  
15 you know about the operations of AMG Global and its  
16 corporate structure?

17 A. Yes, as much I know I have  
18 told you, and you can ask for more.

19 218 Q. After this examination, if  
20 there is anything that you recall, or if you  
21 otherwise obtain information about the operations  
22 of AMG Global and its corporate structure, will you  
23 undertake to provide us with that information?

24 A. Yes, sure.

25 MS. CARUSO: Perhaps now may be a

1 good time to take a short break.

2 --- Upon recessing at 11:39 a.m.

3 --- Upon resuming at 11:53 a.m.

4 BY MS. CARUSO:

5 219 Q. Mr. Shoker, Canadian Western  
6 Bank, which I'll refer to by "CWB," made certain  
7 loans available to AMG Global. Correct?

8 A. Yes.

9 220 Q. You would agree that, as of  
10 November 12th, 2024, AMG Global was indebted to CWB  
11 in the aggregate of Canadian \$6,399,155.49?

12 A. Yes.

13 221 Q. And also in the amount of  
14 USD \$515,958.30?

15 A. Yes.

16 222 Q. I'm going to show you a  
17 document. This is a copy of the commitment letter  
18 from CWB dated July 21st, 2023, and it's been  
19 addressed to AMG Global to your attention.  
20 Correct?

21 A. (without Interpreter)

22 Correct. Correct.

23 223 Q. Based on this commitment  
24 letter, CWB made available a demand operating loan  
25 of \$4,200,000. Is that correct?

1 A. Yes, correct.

2 224 Q. What did AMG Global use the  
3 funds advanced under the demand operating loan for?

4 A. (without Interpreter) 1.9 or  
5 1.8, they paid to RBC, and \$2 million was left that  
6 time.

7 A. That time, I had RBC bank, so  
8 some, we paid to the bank -- \$1.8 million, they  
9 paid to the bank, and the rest was line of credit.

10 225 Q. What did you use that for?

11 A. Same thing. Trucking fuel  
12 expense, all that. Driver pay, truck insurance.

13 226 Q. Do you have any invoices or  
14 receipts for those types of expenses that you used  
15 this loan for?

16 A. Yes, I have.

17 MS. CARUSO: I'd like an  
18 undertaking for Mr. Shoker to produce those  
19 invoices and receipts for the expenditures under  
20 the demand operating loan.

21 MR. JASWAL: Sorry, Counsel, one  
22 second. You want an undertaking for the receipts  
23 and invoices that AMG used, the balance of the loan  
24 amount?

25 MS. CARUSO: Yes, for the demand

1 operating loan.

2 U/T MR. JASWAL: Best efforts. That  
3 may be voluminous, given the deadline of the 31st,  
4 but we'll provide whatever there is.

5 BY MS. CARUSO:

6 227 Q. In this same commitment  
7 letter, CWB also made what's called a demand  
8 revolving equipment master line available in the  
9 amount of \$2 million. Correct?

10 A. (without Interpreter)  
11 Correct.

12 228 Q. AMG Global and CWB entered  
13 into additional credit agreements with respect to  
14 the funds advanced under that demand revolving  
15 equipment master line. Is that correct?

16 A. Repeat the last part?

17 229 Q. AMG Global and CWB entered  
18 into additional credit agreements with respect to  
19 the advance of the funds under the demand  
20 evolving -- excuse me -- demand revolving equipment  
21 master line.

22 A. Yeah, it was, but it didn't  
23 go through.

24 A. (without Interpreter) We  
25 requested, but it's not going through.

1     230                   Q.     Sorry, I didn't understand  
2     the last part.

3                           A.     We requested for, but it  
4     didn't go -- are you talking about extra line of  
5     credit?

6     231                   Q.     I'm talking about  
7     specifically the funds that were advanced under  
8     this demand revolving equipment master line for \$2  
9     million.

10                         A.     I did request that my \$2  
11    million should be increased, but it didn't went  
12    through.

13                         MS. CARUSO:    I'd like to mark the  
14    commitment letter as Exhibit L.

15                                 EXHIBIT L:    Commitment  
16                                 letter from CWB to AMG Global  
17                                 dated July 21, 2023

18                         BY MS. CARUSO:

19    232                   Q.     I'm going to show you some  
20    documents that are these credit agreements that I  
21    was asking about earlier. This is a copy of a  
22    credit agreement between CWB and AMG Global, and  
23    it's dated -- sorry, I'm not done my question. I  
24    was just pausing to give you an opportunity to  
25    translate. It's dated January 19th, 2024. You can

1 see on the first page that the loan amount that was  
2 made available is up to a maximum amount of  
3 \$560,808.

4 A. Yes.

5 233 Q. What did AMG Global use  
6 these funds for?

7 A. It was not a cash amount. I  
8 could just buy truck and trailer stuffs.

9 234 Q. How many trucks and trailers  
10 did you purchase with this loan specifically?

11 A. Ten trailers.

12 235 Q. Ten trailers?

13 A. (without Interpreter) Yes.

14 236 Q. No trucks?

15 A. (without Interpreter) No  
16 trucks.

17 237 Q. When did you make those  
18 purchases?

19 A. Same date when we made the  
20 contract. Maybe one week -- within one week.

21 238 Q. So in January 2024?

22 A. (without Interpreter)  
23 January, yes.

24 239 Q. From whom did you purchase  
25 those vehicles?

1 A. (without Interpreter) Big  
2 Rig.

3 240 Q. Big Rig?

4 A. (without Interpreter) Yeah.

5 MS. CARUSO: I will mark that  
6 credit agreement dated January 19th, 2024, as  
7 Exhibit M.

8 EXHIBIT M: Credit agreement  
9 between CWB and AMG Global  
10 dated January 19, 2024

11 BY MS. CARUSO:

12 241 Q. I'm going to show you some  
13 invoices. These are invoices from Big Rig Trailers  
14 and Leasing.

15 A. We never bought this. I  
16 never bought these trucks.

17 242 Q. You never -- AMG Global  
18 never purchased these trucks?

19 A. (without Interpreter) No,  
20 never.

21 A. We made invoice, but we  
22 didn't -- I wanted to buy, but it didn't went  
23 through.

24 243 Q. It didn't go through? The  
25 transaction didn't go through?

1 A. (without Interpreter) We  
2 never -- no, never.

3 244 Q. There's two invoices, if you  
4 wouldn't mind flipping to the second page, please.

5 A. This, I bought.

6 245 Q. Okay, so you bought the  
7 vehicles that are listed on the invoice --

8 A. (without Interpreter) Yes.  
9 Ten trailers, we bought it.

10 246 Q. And this is dated --

11 A. (without Interpreter) The  
12 past loan. This one.

13 247 Q. For this loan, you bought  
14 those? Okay. This looks like it's dated November  
15 12th, 2023 -- sorry, not November 12th. It would  
16 be December 11th, 2023.

17 A. Whatever the date is.

18 248 Q. Turning back to that first  
19 invoice that I showed you, I just want to confirm  
20 that you received this -- that AMG Global received  
21 this invoice, but it never actually purchased --

22 A. (without Interpreter) Never.

23 249 Q. -- all of the vehicles  
24 listed here?

25 A. (without Interpreter) No.

1 This one --

2 A. No, we didn't.

3 MS. CARUSO: Okay. I will mark  
4 the invoices from Big Rig Trailers and Leasing as  
5 Exhibit N.

6 EXHIBIT N: Invoices from  
7 Big Rig Trailers and Leasing

8 BY MS. CARUSO:

9 250 Q. I'm going to show you  
10 another credit agreement. This credit agreement is  
11 dated April 1st, 2024, at the top, but it was  
12 signed on April 2nd, 2024.

13 A. Yes, I did.

14 251 Q. Similar question: what did  
15 AMG Global use the funds advanced into this credit  
16 agreement for?

17 A. I bought trailer. We could  
18 just buy truck and trailers.

19 A. (without Interpreter) This  
20 revolving line mean I can buy only equipment. I  
21 cannot buy -- it's not cash money. It's for --  
22 just for equipment.

23 A. It's just truck and trailer I  
24 could do.

25 252 Q. You're pointing, just for

1 the record, to the Schedule A to the security  
2 agreement or general security agreement document  
3 that's appended to the credit agreement. Did you  
4 purchase --

5 A. (without Interpreter) Yes.

6 253 Q. -- all the trailers that are  
7 listed here?

8 A. Yes, I did.

9 254 Q. Who did you purchase them  
10 from?

11 A. (without Interpreter) Not  
12 sure this company name. "Topia" something -- this  
13 was dealer -- by the dealer. "Topia." I don't  
14 know after that.

15 A. Something like "Topia." I  
16 don't remember.

17 255 Q. Is it Eutopia?

18 A. (without Interpreter)  
19 Eutopia, yeah. Eutopia.

20 256 Q. When would you have  
21 purchased those vehicles?

22 A. Somewhere in April, first  
23 week.

24 MS. CARUSO: Counsel, I'd like an  
25 undertaking to produce copies of the receipts or

1 invoices for the trailers purchased with the funds  
2 advanced under this credit agreement.

3 U/T MR. JASWAL: Counsel, just to  
4 confirm, you're looking for invoices and/or  
5 receipts with respect to the equipment for the  
6 funds that were issued under loan 533888?

7 MS. CARUSO: Yes. And I'll mark  
8 the credit agreement dated April 1st, 2024, for  
9 loan number 533888 as Exhibit O.

10 EXHIBIT O: Credit agreement  
11 for loan 533888 dated April  
12 1, 2024

13 BY MS. CARUSO:

14 257 Q. I have another credit  
15 agreement that I'm going to show you, and they're  
16 dated similar to the last one, so I'll refer to it  
17 by the loan number. This is for loan 533889.

18 A. Yeah, I did buy.

19 258 Q. Just for the record, you are  
20 saying that you purchased the equipment that's  
21 listed on the Schedule A of this agreement?

22 A. Just one truck.

23 259 Q. One truck?

24 A. (without Interpreter) Yeah.

25 260 Q. Who did you purchase that

1 from?

2 A. It was a private -- I did buy  
3 it. It was a private dealer.

4 A. (without Interpreter) I can  
5 send you the -- whatever that dealer is.

6 MS. CARUSO: Okay. Counsel, I'd  
7 like an undertaking for the invoices or receipts  
8 for --

9 THE WITNESS: Could be the same  
10 like from Eutopia, but I'm not sure.

11 BY MS. CARUSO:

12 261 Q. I understand. Just for the  
13 purposes of the record, I'll ask that you don't  
14 speak over me, because it creates a bit of a  
15 disjointed transcript.

16 A. (without Interpreter) Okay.

17 262 Q. Thank you.

18 MS. CARUSO: Just to finish off  
19 the undertaking, it's an undertaking for the  
20 receipts or invoices for the equipment purchased  
21 with the funds advanced under loan 533889.

22 U/T MR. JASWAL: Yes, Counsel.

23 MS. CARUSO: I'll mark the credit  
24 agreement for loan 533889 as Exhibit P.

25 EXHIBIT P: Credit agreement



1 MS. CARUSO: I will mark the  
2 credit agreement for loan 533892 as Exhibit Q.

3 EXHIBIT Q: Credit agreement  
4 for loan 533892

5 BY MS. CARUSO:

6 268 Q. This is another credit  
7 agreement. This is for loan 535434.

8 A. Three trailers.

9 269 Q. Three trailers in total?

10 A. (without Interpreter) Yes.

11 270 Q. From who?

12 A. Dealership -- it was from  
13 dealership.

14 271 Q. From a dealership?

15 A. (without Interpreter) Yeah.

16 272 Q. Do you recall when?

17 A. (without Interpreter) The  
18 same May month.

19 A. May.

20 273 Q. May?

21 A. This contract was made when  
22 we paid, actually.

23 MS. CARUSO: Counsel, I'd like an  
24 undertaking for the receipts or invoices for the  
25 equipment purchased with the funds from

1 loan 535434.

2 MR. JASWAL: Yes, counsel.

3 MS. CARUSO: I will mark the  
4 credit agreement for loan 535434 as Exhibit R.

5 EXHIBIT R: Credit agreement  
6 for loan 535434

7 BY MS. CARUSO:

8 274 Q. The various vehicles,  
9 trucks, and trailers that were purchased with the  
10 funds under the credit agreements that I've just  
11 put to you -- where are those located?

12 A. Two trucks got accidented.  
13 Two trucks were not working. Two trucks were just  
14 left in USA, and we didn't have much money for the  
15 repair, and we just...

16 MR. CHOCHLA: Sorry, I didn't  
17 catch that. Can you speak more clearly and in a  
18 higher voice, please?

19 THE INTERPRETER: Okay.

20 THE WITNESS: Two trucks got  
21 just -- they broke there, so we didn't have much  
22 money for the repair, and they are there, in the  
23 US.

24 THE WITNESS: (without  
25 Interpreter) In the USA, broke down.

1 THE WITNESS: The rest we did  
2 surrender to the BDO. Three to four trailers, we  
3 still have in the USA.

4 THE WITNESS: (without  
5 Interpreter) Sitting in Laredo, Texas.

6 THE WITNESS: And we had the  
7 terminal in Texas. They are there.

8 THE WITNESS: (without  
9 Interpreter) Laredo, Texas.

10 BY MS. CARUSO:

11 275 Q. Okay. I have a few  
12 follow-up questions. The two trucks that were in  
13 an accident.

14 A. (without Interpreter) Yes.

15 276 Q. When did those accidents  
16 occur?

17 A. Before September.

18 277 Q. Before September 2024?

19 A. We have insurance for this  
20 report. Everything there. We can provide.

21 MS. CARUSO: Okay. I'll ask for  
22 an undertaking to produce copies of those insurance  
23 policies and to the extent that there were any  
24 insurance claims in relation to those two accidents  
25 mentioned.

1 THE WITNESS: Eight trailers, we  
2 did return.

3 THE WITNESS: (without  
4 Interpreter) To BDO.

5 BY MS. CARUSO:

6 278 Q. To BDO. Where were those  
7 two trucks when they got into those accidents?

8 A. One is in the US, and one we  
9 did tow, and we brought it here to the yard. We  
10 returned it to BDO.

11 279 Q. Do you know where that one  
12 in the US is?

13 A. (without Interpreter) Yes,  
14 Michigan. Detroit, Michigan state.

15 A. Detroit, Michigan.

16 280 Q. Detroit? The two trucks  
17 that broke down in the US -- where are those  
18 located?

19 A. One in Washington. I don't  
20 remember the city, but state is Washington.

21 281 Q. For both?

22 A. (without Interpreter) No,  
23 one.

24 282 Q. And the other one?

25 A. Michigan.

1     283                   Q.    Oh, it's the other one that  
2     you mentioned?

3                           A.    (without Interpreter)  
4     Detroit, Michigan, yeah.  It was total, I think,  
5     three truck.

6     284                   Q.    Okay, so three trucks --

7                           A.    (without Interpreter) Three  
8     or four.

9     285                   Q.    One was in an accident.

10                          A.    (without Interpreter) Yes.

11     286                   Q.    One broke down in Detroit.

12     One broke down in the state of Washington.

13                          A.    And two, we returned to BDO.

14     One was in Washington.

15                          MS. CARUSO:  Counsel, I'd just  
16     like to confirm that the insurance policy  
17     undertaking, you've agreed to that?

18     U/T                   MR. JASWAL:  Yes.

19                          MS. CARUSO:  Okay.  Thank you.

20                          MR. JASWAL:  Sorry, Counsel.

21     Just to confirm, undertakings to provide copies of  
22     the insurance policy and any claims in relation to  
23     -- I'll just say any accidents with respect to --  
24     because we're unsure if there's one or two, it  
25     seems.

1 MS. CARUSO: Yes, please.  
2 MR. JASWAL: Yeah.  
3 MS. CARUSO: I'm going to ask you  
4 some more questions about those vehicles, but  
5 before I do, I'd also like an undertaking with  
6 respect to the vehicles that Mr. Shoker has  
7 mentioned are in the States, in the US, a detailed  
8 description of the location of those vehicles, as  
9 well as the contact information for anyone who has  
10 any information about the location of those  
11 vehicles.  
12 U/T MR. JASWAL: Sure.  
13 BY MS. CARUSO:  
14 287 Q. You mentioned some vehicles  
15 were at a terminal in Laredo, Texas?  
16 A. Not the trucks, just the  
17 trailers are there.  
18 288 Q. How many was that?  
19 A. Three to four for CW company,  
20 and the rest -- some other, three to four others,  
21 from other companies.  
22 289 Q. Three to four of the  
23 trailers that were purchased using the funds --  
24 A. (without Interpreter)  
25 Canadian Western Bank, yes.

1     290                     Q.    -- under these agreements  
2     are at this terminal in Laredo?  
3                             A.    Yes.  
4     291                     Q.    Does AMG Global own that  
5     terminal in Laredo?  
6                             A.    Rent.  
7     292                     Q.    From who?  
8                             A.    A company from Montreal named  
9     Vintage.  
10    293                     Q.    Vintage?  
11                             A.    (without Interpreter)  
12    Vintage.  
13                             MS. CARUSO:    Can I have an  
14    undertaking for the contact information for  
15    Vintage, including name --  
16    U/T                     MR. JASWAL:    Yes.  
17                             MS. CARUSO:    -- phone number and  
18    e-mail?  
19                             MR. JASWAL:    Sorry, name, phone  
20    number, and e-mail?  
21                             MS. CARUSO:    Yes.  
22                             MR. JASWAL:    Sure.  
23                             BY MS. CARUSO:  
24    294                     Q.    I'm not sure that covered  
25    off all of the vehicles, the trucks and trailers

1     that were purchased. Can you tell me where the  
2     rest are located?

3                             A.     Which ones?

4     295                     Q.     The ones that were purchased  
5     using the funds under these --

6                             A.     Eight trailers, we just  
7     surrendered to BDO. We returned seven to four  
8     trailers -- eight trailers on December 4th when  
9     they came back in the yard.

10                            MS. CARUSO: Counsel, I'd like an  
11     undertaking for the detailed locations of and the  
12     contact information for anyone who knows the  
13     location of any of the vehicles that were purchased  
14     using funds from CWB.

15                            MR. JASWAL: Sorry. Counsel,  
16     just to confirm, an undertaking for the detailed  
17     location and contact information with respect to  
18     the vehicles that were purchased using the funds  
19     from CWB?

20                            MS. CARUSO: Correct.

21                            MR. JASWAL: Assuming they have  
22     already not been surrendered -- because his  
23     evidence is that seven or eight have been  
24     surrendered to the receiver already.

25                            MS. CARUSO: We would appreciate

1 if, in the description of the locations, it  
2 included which ones were surrendered.

3 MR. JASWAL: Sure.

4 MS. CARUSO: Just so we all have  
5 a -- so that we have a complete picture.

6 MR. JASWAL: Sure.

7 MS. CARUSO: Just to be clear,  
8 funds purchased under any -- sorry, vehicles  
9 purchased with any of the funds under any of the  
10 credit agreements that have been entered into  
11 between AMG Global and CWB.

12 MR. JASWAL: Sure.

13 BY MS. CARUSO:

14 296 Q. I'm going to show you a  
15 document that is a revolving credit agreement  
16 between CWB and AMG Global.

17 A. Yes.

18 297 Q. This is an agreement for a  
19 line of credit in the amount of \$4.2 million. Is  
20 that correct?

21 A. (without Interpreter)  
22 Correct.

23 A. Yes.

24 298 Q. What did AMG Global use the  
25 funds under this revolving credit agreement for?

1                   A.    (without Interpreter) 1.9,  
2    they paid to RBC bank, Royal Bank, and whatever the  
3    balance, \$2 million, we use for driver pay, fuel,  
4    increase to our company, growth. We use that.

5                   A.    1.9, we paid to RBC, and the  
6    rest we did -- Canadian bank, we pay to RBC, and  
7    the rest we did other buying.

8    299            Q.    That's similar to the use  
9    that you made of the other demand operating loan  
10   that I asked you about before.

11                  A.    (without Interpreter) It's  
12   same. Same document.

13   300            Q.    Okay. You didn't use this  
14   revolving line of credit for something else?

15                  A.    This is the same. Previous  
16   one and this, that's the same one.

17   301            Q.    They're the same?

18                  A.    (without Interpreter) Same  
19   one.

20                  MS. CARUSO: I'll mark the  
21   revolving line of credit agreement as Exhibit S.

22                           EXHIBIT S: Revolving line  
23                           of credit agreement between  
24                           CWB and AMG Global

25                  BY MS. CARUSO:

1     302                   Q.    Have you told me everything  
2     you know about how AMG Global used the funds  
3     advanced by CWB?

4                           A.    Yes.

5                           A.    (without Interpreter) One  
6     thing left -- just one.

7                           A.    1.8, they did pay to BVD  
8     Petroleum -- 1.8, they did pay to RBC, Royal Bank,  
9     line of credit, and \$400,000, they did pay to BVD  
10    Petroleum. They directly paid them, not me.

11    303                   Q.    When you say "they," you  
12    mean CWB directly paid those funds?

13                           A.    Yes.

14    304                   Q.    Is there anything else you  
15    wanted to tell me about those funds?

16                           A.    (without Interpreter) Fuel  
17    pay, driver pay, and insurance. That's all.

18                           A.    This is all, and truck and  
19    trailer parking, and the invoices I've already  
20    provided.

21                           MS. CARUSO:    I don't think the  
22    truck and trailer invoice parking was mentioned  
23    earlier, so I'd like an undertaking to produce  
24    copies of any invoices or receipts for the truck  
25    and trailer parking.

1 MR. JASWAL: Can I just clarify?  
2 I think he's referring to the 147 one. I just want  
3 to make sure.

4 THE WITNESS: (without  
5 Interpreter) Yes. That --

6 BY MS. CARUSO:

7 305 Q. Oh, is that -- okay. After  
8 this examination, if you recall or if you otherwise  
9 obtain information about how AMG Global used any of  
10 the funds advanced by CWB, will you undertake to  
11 provide us with that information?

12 A. Yes, sure.

13 306 Q. How many bank accounts does  
14 AMG Global have?

15 A. (without Interpreter) Three  
16 and one more TD. Four bank accounts.

17 307 Q. So there's one -- there is  
18 an account with CWB.

19 A. (without Interpreter) RBC,  
20 Scotiabank, and TD.

21 308 Q. Do you have any accounts  
22 with Parama Credit Institution?

23 A. That's my home mortgage.

24 309 Q. Your personal -- that's for  
25 a mortgage on your personal home?

1 A. (without Interpreter)  
2 Personal home.  
3 A. Yes.  
4 310 Q. For CWB, it's just one bank  
5 account?  
6 A. (without Interpreter) Just  
7 one account. No, sorry. One Canadian, one USD.  
8 Two accounts.  
9 311 Q. What type of accounts are  
10 they? Are they chequing, savings?  
11 A. (without Interpreter)  
12 Chequing.  
13 312 Q. What about your account with  
14 RBC? How many accounts?  
15 A. (without Interpreter) Same.  
16 One Canadian, one USD chequing account.  
17 313 Q. Both are chequing?  
18 A. (without Interpreter) Both  
19 chequing.  
20 314 Q. And with the bank of Nova  
21 Scotia?  
22 A. (without Interpreter) Bank of  
23 Nova Scotia, one Canadian chequing, one USD. One  
24 was my personal account, but they already closed  
25 six, seven months ago. No account with Scotiabank.

1                           A.    One USD, one from a personal  
2    account.   One Canadian, one USD.   One is my  
3    personal account.

4    315                   Q.    I think if he speaks or  
5    responds fully in English, I don't think we need  
6    you to translate, but thank you.   Just to be clear,  
7    the Canadian and the USD accounts, those are the  
8    business accounts for AMG Global.   Right?

9                           A.    (without Interpreter) Yes.

10   316                  Q.    You said that those are also  
11   chequing accounts?

12                        A.    (without Interpreter) Just  
13   chequing.

14   317                  Q.    For TD, is it the same  
15   structure?

16                        A.    (without Interpreter) Yeah,  
17   same structure.   Canadian and USD.

18   318                  Q.    Also chequing accounts?

19                        A.    (without Interpreter) Also  
20   chequing.

21   319                  Q.    Do you know what the balance  
22   of those accounts were as of December 4th, 2024?

23                        A.    (without Interpreter)  
24   December?

25   320                  Q.    December?

1 A. (without Interpreter) Today  
2 or --  
3 A. CWB, overdraft, no balance.  
4 Scotiabank, already closed.  
5 A. (without Interpreter) And  
6 what's the third one? RBC, maybe, two, three --  
7 maybe 5,000.  
8 A. RBC, maximum two, three  
9 thousand.  
10 A. (without Interpreter) Four to  
11 five thousand.  
12 321 Q. Four to five thousand  
13 dollars?  
14 A. (without Interpreter) Yeah.  
15 322 Q. In total across both?  
16 A. (without Interpreter) Total.  
17 USD, same thing.  
18 A. Because my operation got  
19 closed, after that, I didn't have any income.  
20 323 Q. Total across the Canadian  
21 and USD accounts, you say about \$5,000?  
22 A. \$5,000 and HST, more  
23 than -- almost \$200,000, maybe in November or  
24 December, but I did pay to my drivers.  
25 324 Q. Which account was the HST

1 return deposited into?

2 A. (without Interpreter) TD.

3 325 Q. The TD account? Were all of  
4 AMG Global's HST returns deposited into that TD  
5 account?

6 A. (without Interpreter) Yeah,  
7 two months, because I opened new account, TD. Two,  
8 three month -- all HST.

9 326 Q. All HST?

10 A. (without Interpreter) All  
11 HST -- yeah.

12 327 Q. You said that you used the  
13 funds from that HST return to pay your drivers?

14 A. (without Interpreter)  
15 Drivers, and we were behind fuel and repairs.

16 328 Q. When did you receive that  
17 refund?

18 A. (without Interpreter) In  
19 November or December.

20 329 Q. November or December of  
21 2024?

22 A. (without Interpreter)  
23 Actually, we are receiving every month.

24 330 Q. You were receiving one every  
25 month?

1 A. (without Interpreter) Every  
2 month.

3 331 Q. You used the HST refunds  
4 that you received every month for those same  
5 purposes?

6 A. (without Interpreter) Yes,  
7 but not now. Now it's closed.

8 332 Q. So that's for the TD  
9 account. What was the balance of the TD account as  
10 of December 4th, 2024?

11 A. (without Interpreter) I can  
12 check now -- three, four thousand, maximum.

13 333 Q. At that time?

14 A. (without Interpreter) The  
15 balance is -- today or December 4th?

16 334 Q. December 4th.

17 A. (without Interpreter) Same  
18 amount all the time, three, four thousand maximum.

19 MS. CARUSO: All right. Counsel,  
20 I already asked for an undertaking with respect to  
21 the CWB and RBC accounts, but I'd like an  
22 undertaking for the account number and branch  
23 number for the Bank of Nova Scotia and TD accounts?

24 U/T MR. JASWAL: Yes.

25 MS. CARUSO: And the request for

1 bank statements and cancelled cheques in the notice  
2 of examination also includes the Scotiabank and TD  
3 accounts.

4 U/T MR. JASWAL: Yes.

5 BY MS. CARUSO:

6 335 Q. Does AMG Global have any  
7 online banking accounts?

8 A. TD.

9 A. (without Interpreter) CWB,  
10 but now closed. Scotiabank, closed. Only one  
11 account I have right now.

12 336 Q. Only the TD account is open  
13 right now. When was the CWB account closed?

14 A. (without Interpreter) Same  
15 thing, December 4th.

16 337 Q. And the --

17 A. (without Interpreter) Two  
18 months ago. December.

19 338 Q. The Scotiabank account?

20 A. (without Interpreter) They're  
21 closed before. Four months, I can say. In  
22 October -- September, October.

23 339 Q. September, October? The RBC  
24 account, is that still open?

25 A. (without Interpreter) Still

1 open.

2 340 Q. You mentioned that the TD  
3 account has been since closed. Did I hear that  
4 correctly?

5 A. (without Interpreter)  
6 Scotiabank, CW, closed. RBC, still open, but  
7 there's no transaction, because...

8 341 Q. But for the TD account?

9 A. (without Interpreter) TD  
10 account, only HST came in that account. That's it.

11 342 Q. It's still open though?

12 A. (without Interpreter) Still  
13 open.

14 343 Q. Before those accounts were  
15 closed, did you have online banking for those other  
16 bank accounts?

17 A. (without Interpreter) Yes.

18 MS. CARUSO: Can I have an  
19 undertaking for the login credentials for all of  
20 AMG Global's online bank accounts?

21 U/T MR. JASWAL: Yes.

22 BY MS. CARUSO:

23 344 Q. What types of books and  
24 records -- business books and records does AMG  
25 Global have?

1 A. (without Interpreter)  
2 Software Xpert -- I already provided you the login  
3 information. You can log in, or we can log in.  
4 What you need, we can provide you.

5 345 Q. What types of records can  
6 you find in that software?

7 A. (without Interpreter)  
8 Accounting, all stuff, load booking, everything is  
9 there.

10 346 Q. Accounting, booking. You  
11 mean booking trucks and different jobs?

12 A. (without Interpreter) Booking  
13 trucks, our customer, our broker list, everything  
14 there.

15 347 Q. I'll just confirm that this  
16 is the login information. The username is "admin"?

17 A. (without Interpreter) Yes,  
18 yes. Yeah.

19 348 Q. The password is AMG2430.  
20 Are AMG Global's payroll records also found in that  
21 system?

22 A. (without Interpreter) Can I  
23 see? Maybe Xpert or maybe in the QuickBooks. Let  
24 me see. Payroll, yes. Xpert in -- yes.

25 349 Q. In this system? What about

1 any customs documents?

2 A. (without Interpreter) Custom  
3 document? Like, the border crossing?

4 350 Q. Yes.

5 A. (without Interpreter) Yeah,  
6 everything is there.

7 351 Q. Everything is there? And  
8 the tax records?

9 A. (without Interpreter)  
10 Taxes -- it's CRA account I have. I can give you  
11 the access.

12 MS. CARUSO: I'll ask for an  
13 undertaking for the login credentials for the CRA  
14 account for AMG Global.

15 U/T MR. JASWAL: Yes.

16 BY MS. CARUSO:

17 352 Q. Does AMG Global have any  
18 physical books and records? Paper copies?

19 A. (without Interpreter) Yes.

20 353 Q. Where are those stored?

21 A. (without Interpreter) My  
22 house.

23 354 Q. Okay.

24 A. (without Interpreter) Before,  
25 in the office. Now, no more office, so I have.

1 355 Q. When were they moved to your  
2 house?

3 A. (without Interpreter)  
4 Same -- December 15th.

5 356 Q. December 15, 2024?

6 A. (without Interpreter) Yes.  
7 After -- when the receivership came, the same week.

8 357 Q. What type of paper documents  
9 did you have?

10 A. (without Interpreter) Driver  
11 trip sheet, like, where they go, where they come,  
12 that, and whatever our accounting was paying to --  
13 driver pay -- that stuff.

14 358 Q. Anything else?

15 A. (without Interpreter) That's  
16 all, I think. Yeah.

17 MS. CARUSO: Counsel, I'd like an  
18 undertaking to produce those paper records that are  
19 being stored at Mr. Shoker's residence.

20 U/T MR. JASWAL: Yes, Counsel.

21 BY MS. CARUSO:

22 359 Q. How many laptops or  
23 computers did AMG Global use for its business?

24 A. (without Interpreter) Before,  
25 almost were -- ten employee here, Canada, so ten

1 computer, they use. Laptop, we never use.

2 360 Q. Ten --

3 A. (without Interpreter) We

4 don't have laptop.

5 361 Q. No laptops, only --

6 A. (without Interpreter) Only --

7 362 Q. -- desktops?

8 A. (without Interpreter)

9 Desktops.

10 363 Q. Where are those located now?

11 A. (without Interpreter) Right

12 now? That one?

13 364 Q. Yes.

14 A. (without Interpreter) The

15 same thing, my house. Five to six, I have, and

16 yeah, that's all at my house. If you guys need it,

17 I can provide.

18 365 Q. Five to six. What about the

19 others?

20 A. (without Interpreter) Some of

21 the -- like, those other office staff. They didn't

22 get paid on time. They took it, whatever there.

23 But in the other six, the same data, they have.

24 Same thing. Even you can use one computer or six

25 computer -- everything same data.

1 MS. CARUSO: Okay. I have some  
2 undertakings that I'm going to ask you for.

3 MR. JASWAL: Sure.

4 MS. CARUSO: I'd like  
5 undertakings for the login credentials for those  
6 computers.

7 U/T MR. JASWAL: Yes.

8 MS. CARUSO: I'd like an  
9 undertaking for the names and contact information  
10 for the employees who took those computers.

11 U/T MR. JASWAL: Yes.

12 MS. CARUSO: I'd also like an  
13 undertaking for Mr. Shoker to deliver to the  
14 receiver the computers that are at his house, and  
15 we can perhaps discuss later how best to facilitate  
16 that.

17 U/T MR. JASWAL: Sure. Assuming  
18 it's reasonable, yes. Yeah.

19 BY MS. CARUSO:

20 366 Q. Does AMG Global use any  
21 cloud-based softwares like iCloud or Google Drive?

22 A. (without Interpreter) No.

23 367 Q. Does AMG Global have any  
24 e-mail accounts for its business?

25 A. (without Interpreter) Yes.

1 368 Q. How many?

2 A. (without Interpreter) Three.

3 Dispatch, accounting, and safety.

4 369 Q. Three?

5 A. (without Interpreter) Yeah.

6 Safety for safety, accounting for accounting, and

7 dispatch for trucking dispatch. Three accounts.

8 MS. CARUSO: I'd like an

9 undertaking for those e-mail addresses, as well as

10 the login credentials for the e-mail accounts and

11 the hosting service.

12 MR. JASWAL: With respect to the

13 hosting service, you mean just where it's hosted?

14 MS. CARUSO: If it's a Google or

15 Outlook account.

16 U/T MR. JASWAL: Sure.

17 MR. CHOCHLA: Just to be clear,

18 that undertaking should apply to all e-mail

19 addresses used by the company.

20 MR. JASWAL: Yes.

21 BY MS. CARUSO:

22 370 Q. Does AMG Global use a

23 billing system?

24 A. (without Interpreter) Billing

25 system?

1 371 Q. Yes.

2 A. (without Interpreter) The  
3 same software, Xpert.

4 372 Q. How did customers of AMG  
5 Global make their payments?

6 A. (without Interpreter)  
7 Customer?

8 373 Q. Yes.

9 A. (without Interpreter) Some  
10 of, they send the cheques; some of the -- direct  
11 deposit.

12 374 Q. Direct deposit?

13 A. (without Interpreter) To our  
14 bank, yeah. Like, EFT wire. Like that.

15 375 Q. A wire? Okay. What about  
16 E-transfers?

17 A. (without Interpreter) No.  
18 Very few. Small customer. They send the  
19 e-transfer. Otherwise, EFT or wire.

20 376 Q. I'm going to show you an  
21 invoice. This is an invoice from AMG Global to  
22 Akal Transport Inc. That's A-K-A-L. If you look  
23 at the bottom, it says "e-mail for e-transfer  
24 payment"?

25 A. (without Interpreter) Yeah,

1 it's a small company. Small company, like who has  
2 a small amount, because now, everything system  
3 changed. Some people, small company, there were  
4 not so many employees, just one person working  
5 there. They do the e-transfer. That's why.

6 377 Q. Into which bank account were  
7 the funds transferred?

8 A. (without Interpreter) Both --  
9 before, I had RBC. Over there, when RBC, I opened  
10 the CW Bank -- Canadian Western Bank, their  
11 account. Both account, we use.

12 378 Q. They were -- just so I  
13 understand, they were first deposited into --

14 A. (without Interpreter) RBC.

15 379 Q. Okay. This e-mail --

16 A. (without Interpreter) But  
17 now --

18 380 Q. -- address was linked to the  
19 RBC account?

20 A. (without Interpreter) No.  
21 That e-mail link, we can use for any bank. Like,  
22 when they come -- link, we can open the bank,  
23 whatever. Now, recently, it's linked with Canadian  
24 Western Bank.

25 381 Q. As of when?

1 A. (without Interpreter) Since  
2 six, seven months or eight months.

3 382 Q. Sometime in the summer?

4 A. (without Interpreter) I  
5 opened this bank, maybe -- yeah, you can say  
6 starting in the March -- May -- June, May. If I  
7 need to deposit, like, when I use my phone, this  
8 e-mail transfer, I can deposit to any bank.

9 383 Q. Okay.

10 A. (without Interpreter) If they  
11 do the desktop, only Canadian Western Bank.

12 384 Q. Okay. Has anyone ever paid  
13 for an invoice to your personal account?

14 A. (without Interpreter) No.

15 385 Q. Who has access to the bank  
16 accounts that you could deposit these e-transfer  
17 funds into?

18 A. (without Interpreter) The  
19 girl named Jot, she mainly handled our -- all  
20 accounting. Prabhjot -- or Babita. First name,  
21 Babita.

22 386 Q. It's Babita?

23 A. (without Interpreter) Babita,  
24 and -- now she moved to the Calgary or whatever, so  
25 I have another girl. Her name Prabhjot, but both

1     handling that.

2     387                   Q.     Can you spell that name for  
3     me?

4                         A.     (without Interpreter) P-R-A-  
5     B-H-J-O-T.

6     388                   Q.     What's her last name?

7                         A.     (without Interpreter) Grewal,  
8     G-R-E-W-A-L.

9     389                   Q.     What's her role with AMG?

10                        A.     (without Interpreter) She is  
11     the main accountant person. She handling.

12                        MS. CARUSO:    I'd just like to  
13     first mark this invoice as Exhibit T.

14                        EXHIBIT T:    Invoice from AMG  
15                        Global to Akal Transport Inc.  
16                        dated September 13, 2024

17                        MS. CARUSO:    I'd like to confirm  
18     that the request we made earlier for login  
19     credentials for online banking, that would cover  
20     off the login credentials for whatever bank  
21     accounts --

22                        THE WITNESS:   (without  
23     Interpreter) Yes.

24                        MS. CARUSO:    -- these funds were  
25     being deposited into.

1 MR. JASWAL: Yes.

2 BY MS. CARUSO:

3 390 Q. Were AMG Global's accounts  
4 receivables being factored?

5 A. (without Interpreter) In the  
6 past or now?

7 391 Q. At any point in time?

8 A. (without Interpreter) Yeah,  
9 before, to the BVD, and one company named England  
10 Logistics, something. That was US company, England  
11 Logistics. I think, yeah.

12 392 Q. You said that's England?

13 A. (without Interpreter)  
14 England.

15 393 Q. Logistics?

16 A. (without Interpreter)  
17 Logistics.

18 394 Q. Your accounts receivables  
19 for BVD were being factored --

20 A. (without Interpreter)  
21 Before -- BVD, before, but not now. After that, we  
22 closed that account.

23 395 Q. When was that?

24 A. (without Interpreter) Same  
25 thing when I opened the CW Bank account. That's

1 the requirement -- they need to close the  
2 factoring. That's why they gave us the line of  
3 credit.

4 396 Q. When you opened the CWB  
5 accounts, that would have been --

6 A. (without Interpreter) Then we  
7 stopped do the factoring.

8 397 Q. Okay. You said that was  
9 around March of 2024?

10 A. (without Interpreter) July.

11 398 Q. July?

12 A. (without Interpreter) July  
13 21st, 2023.

14 399 Q. When did you stop factoring  
15 the England Logistics?

16 A. (without Interpreter) Same.  
17 Like --

18 400 Q. Same time?

19 A. (without Interpreter) Same  
20 time. Not England, BVD. No, England, after that.  
21 Maybe four months -- England is very short period.  
22 Two, three months, we doing that. After we stop,  
23 maybe three months ago. Same time when the  
24 operation shut down. That time.

25 401 Q. Sometime October, November?

1 A. (without Interpreter)

2 October. October. October.

3 402 Q. October? Do you recall the  
4 terms of the factoring arrangements that you had  
5 for BVD and England Logistics.

6 A. (without Interpreter)

7 Agreement?

8 403 Q. Yes.

9 A. (without Interpreter) Yes.  
10 We can send you the copy.

11 MS. CARUSO: Okay. I'll ask for  
12 an undertaking, then, for the factoring agreements  
13 for BVD and England Logistics.

14 U/T MR. JASWAL: Yes.

15 BY MS. CARUSO:

16 404 Q. Were any customers paying  
17 their accounts receivables directly to factoring  
18 companies?

19 A. (without Interpreter) Yes.  
20 When we have a factoring company, then our customer  
21 broker, they have to pay to the factoring company,  
22 not to us.

23 405 Q. Do you recall if those  
24 arrangements were included in the factoring  
25 agreements?

1 A. (without Interpreter) Sorry,  
2 repeat again? What's --

3 406 Q. Do you recall if those  
4 arrangements for the customers to pay the factoring  
5 companies directly -- were those arrangements  
6 included in the agreements?

7 A. (without Interpreter)  
8 Whatever the -- factoring company, when they do the  
9 agreement with any trucking company, they send  
10 directly e-mail or anything to our customer. Next  
11 time, like, they -- we have to pay them, not to me,  
12 because they paying us, factoring company.

13 407 Q. Does AMG Global use  
14 QuickBooks for bookkeeping?

15 A. (without Interpreter) I know  
16 we use, like, years ago, but I don't know until how  
17 long we use, but we use before. Like, I can  
18 say -- I knew about that in 2024 starting, we use  
19 that, but right now, I have no idea if we use since  
20 last six months or year, because mostly we use only  
21 Xpert. Yeah.

22 408 Q. If the business was using  
23 QuickBooks, who would have had access to that?

24 A. (without Interpreter) My  
25 accountant -- like, his name, Abdul Khalid.

1 409 Q. Can you spell his name for  
2 me?

3 A. (without Interpreter) A-B-D-  
4 U-L, Abdul.

5 410 Q. And the last name?

6 A. (without Interpreter) Khalid,  
7 K-H-A-L-I-D. That's big firm. They're using --  
8 he's not doing work same like me. They have  
9 employees. They doing all the stuff.

10 411 Q. Is that the name of the  
11 accountant or the name of the firm?

12 A. (without Interpreter) Name of  
13 the accountant, and firm name, I think, AKA  
14 something -- AKA Association.

15 412 Q. AKA Association?

16 A. (without Interpreter) Yes.  
17 AKA or ASS Association.

18 MS. CARUSO: Can I have an  
19 undertaking for the contact information for Abdul  
20 Khalid, including the full name of his firm?

21 U/T MR. JASWAL: Yes.

22 MS. CARUSO: Also, an undertaking  
23 for the login credentials for the QuickBooks  
24 account.

25 U/T MR. JASWAL: Yes.

1 BY MS. CARUSO:

2 413 Q. What platform was being used  
3 for QuickBooks? Is there a particular computer  
4 or --

5 A. (without Interpreter) Yeah,  
6 computer. Desktop. No laptop. We never use  
7 laptop.

8 414 Q. Okay. What --

9 A. (without Interpreter)  
10 Platform, that, I have no idea. I have to ask to  
11 Prabhjot. I will call her. Maybe, if you want, I  
12 can call now.

13 MS. CARUSO: That's fine.  
14 Included in our undertaking for Abdul Khalid's  
15 information, we'd include information about the  
16 platform that the QuickBooks account was being  
17 hosted on and any login information or the  
18 requisite access for that platform.

19 MR. JASWAL: Sorry, I guess I  
20 just want to get some clarification. What do you  
21 mean by "platform"? I imagine, you know, you just  
22 log into QuickBooks on, you know, your desktop or  
23 something like -- is there a certain platform that  
24 you're -- maybe I just want clarification by what  
25 you mean by "platform."

1 MS. CARUSO: I don't believe it's  
2 always a cloud-based software, so to the extent  
3 that it could only be accessed on, you know, a  
4 particular server or through a particular computer,  
5 we want --

6 MR. JASWAL: Understood.

7 MS. CARUSO: Yeah. We want  
8 the information to access that.

9 MR. JASWAL: Understood.

10 MR. CHOCHLA: Anything that would  
11 allow the receiver to access the --

12 MR. JASWAL: QuickBooks.

13 MR. CHOCHLA: -- QuickBooks  
14 system.

15 U/T MR. JASWAL: Not a problem.

16 BY MS. CARUSO:

17 415 Q. You mentioned that the  
18 accountant -- I think you said it was from AKA  
19 Association. Is --

20 A. (without Interpreter) Or ASK.

21 416 Q. Is it ASK Associates?

22 A. (without Interpreter) ASK.

23 Yeah, A-S-K.

24 417 Q. Were they handling all of  
25 your bookkeeping?

1 A. (without Interpreter) All.

2 All.

3 418 Q. Was any of the bookkeeping  
4 done in-house at AMG?

5 A. (without Interpreter) No, no.

6 They handling -- they handling everything, because  
7 we paying them every month, so they handling it.

8 419 Q. Does AMG Global have access  
9 to the QuickBooks, then, or is it only ASK?

10 A. (without Interpreter) No.

11 Only they have. We just sending them whatever they  
12 ask us. They doing everything. They file our tax.  
13 They do everything. We don't have any access to  
14 their computer, because they're doing the work from  
15 their place, not in our office.

16 420 Q. Do you know what the  
17 QuickBooks software was being used for, then, by  
18 Prabhjot Grewal?

19 A. (without Interpreter)

20 Prabhjot, she knows only Xpert software, was in the  
21 office. So, QuickBooks, she doesn't know about the  
22 QuickBooks. But I -- I mean, like, I can ask her,  
23 did we using, like -- what's it called --  
24 QuickBooks. She ask through the ASK. Right? So I  
25 have no idea we using QuickBooks, but before, years

1     ago, we started. That was very complicated. I  
2     don't know if that was continued or not continued.  
3     That's -- she know that.

4                     MS. CARUSO: I believe the  
5     request for the QuickBooks information have been  
6     covered off, then. If we could expand the  
7     undertaking for the QuickBooks information to  
8     include any login credentials or other access  
9     information for accounting software used by AMG  
10    Global or any of its advisors?

11    U/T               MR. JASWAL: I don't think we  
12    can comment on its advisors, so, like, the  
13    accountants, if they have their own login  
14    credentials and there's, like, a subsection of that  
15    that's simply for various clients, I'm not sure if  
16    they'll provide it, but to the extent that it  
17    solely belongs to AMG, yes.

18                     THE WITNESS: (without  
19    Interpreter) I think whatever you need, you will  
20    get all information, same thing, the Xpert. Same  
21    thing. Like, if we do anything with QuickBooks,  
22    everything we have in the...

23                     BY MS. CARUSO:

24    421               Q. So the systems are linked?

25                     A. (without Interpreter) Systems

1 are -- yeah. Yeah.

2 422 Q. Who was responsible for  
3 compiling and filing HST returns for AMG Global?

4 A. (without Interpreter) Who was  
5 doing that thing?

6 423 Q. Yes.

7 A. (without Interpreter) ASK,  
8 Abdul Khalid.

9 424 Q. Are any of AMG Global's  
10 operations HST exempt?

11 A. (without Interpreter) No.

12 425 Q. You have to pay HST on  
13 everything that AMG Global does? On all of its --

14 A. (without Interpreter) No, so  
15 only -- which load we're doing in Canada, we're  
16 paying the HST. In the USA load, we never pay  
17 that.

18 426 Q. You're not paying HST on the  
19 loads that cross into the US?

20 A. (without Interpreter) No, no.  
21 I can speak English, but I was a little -- that's  
22 why requested for the Punjabi interpreter. I don't  
23 want to give you wrong answer. Same thing now. If  
24 I not understand anything, then I will ask her.

25 MS. CARUSO: Yes, thank you.

1 Perhaps now would be a good time to take the lunch  
2 break.

3 MR. JASWAL: Sure.

4 MS. CARUSO: Can we go off the  
5 record, please?

6 --- Upon recessing at 1:02 p.m.

7 --- Upon resuming at 1:35 p.m.

8 BY MS. CARUSO:

9 427 Q. I'm going to show you some  
10 tax documents. I believe that there may be some  
11 overlap with the documents that you brought today.  
12 This is a notice of assessment for the period of  
13 July 1st, 2024, to July 31st, 2024 --

14 A. (without Interpreter) Yes.

15 428 Q. -- for an HST refund of  
16 \$135,000 -- sorry, \$135,903.07. Did ASK Associates  
17 prepare this refund?

18 A. (without Interpreter) Yes,  
19 everything was -- he prepared.

20 429 Q. This refund was deposited  
21 into the TD account --

22 A. (without Interpreter) No.

23 430 Q. -- that we discussed?

24 A. (without Interpreter) Not TD  
25 account. TD account was just three months old.

1 Two, three months old. Should be in the Canadian  
2 Western Bank or RBC.

3 431 Q. Do you know which account  
4 this return would have been deposited into of those  
5 two?

6 A. (without Interpreter)  
7 Canadian -- not TD. TD just opened three months  
8 ago. This is July month. Right? So it must be  
9 deposited Canadian Western Bank or maybe RBC Bank.  
10 Only two -- maybe, sorry -- because Scotiabank, I  
11 closed July, August, September -- Scotiabank. In  
12 the Scotiabank.

13 432 Q. This one was for Scotiabank?

14 A. (without Interpreter) Yes.  
15 My CRA account -- HST, all the time deposit  
16 Scotiabank -- bank of Scotiabank.

17 433 Q. All of your HST --

18 A. (without Interpreter) All.  
19 All. All HST.

20 434 Q. -- refunds were deposited --

21 A. (without Interpreter) Yes.

22 435 Q. -- into Scotiabank?

23 A. (without Interpreter) Yes.

24 436 Q. Not TD?

25 A. (without Interpreter) No.

1 No, TD just opened now. Right? TD just now.

2 437 Q. Okay.

3 A. (without Interpreter) One or  
4 two -- yeah.

5 MS. CARUSO: I'll mark the notice  
6 of assessment for the period covering July 1st,  
7 2024, to July 31st, 2024, as Exhibit U.

8 EXHIBIT U: Notice of  
9 assessment for July 1, 2024  
10 to July 31, 2024

11 BY MS. CARUSO:

12 438 Q. I'm going to show you  
13 another document. This appears to be a printout  
14 from the CRA website for an expected and filed  
15 returns summary. This is for the month of August  
16 2024.

17 A. (without Interpreter)  
18 September -- this August. Right? For --

19 439 Q. Yes.

20 A. (without Interpreter) Month  
21 9 -- September.

22 440 Q. It was filed on September  
23 19th, but it's for the period August 1st to August  
24 31st, 2024.

25 A. (without Interpreter) Oh,

1     okay.    So August, September, October, November.

2     This must be the deposit in the Scotiabank.

3     441                   Q.    Did you receive the HST  
4     refund for this?

5                   A.    (without Interpreter) Yeah.  
6     Yes.

7                   MS. CARUSO:    I'll mark this  
8     expected and filed returns summary for the month of  
9     August 2024 as Exhibit V.

10                   EXHIBIT V:    Expected and  
11                   filed returns summary for  
12                   August 2024

13                   THE WITNESS:    (without  
14     Interpreter) In TD Bank account, I got only two  
15     months, maybe -- October, November -- September and  
16     October month, just deposit in the TD Bank.   Other  
17     than that, all in the Scotiabank.

18                   BY MS. CARUSO:

19     442                   Q.    Okay.   I have copies of  
20     those notices of assessment.

21                   A.    (without Interpreter) Okay.

22     443                   Q.    So just to confirm, this is  
23     the notice of assessment for the month of September  
24     2024.

25                   A.    (without Interpreter) This is

1 to do TD Bank.

2 444 Q. This is the TD Bank?

3 A. (without Interpreter)

4 September and October, TD Bank.

5 MS. CARUSO: I'll mark the

6 September 2024 notice of assessment as Exhibit W.

7 EXHIBIT W: Notice of

8 assessment for September 2024

9 BY MS. CARUSO:

10 445 Q. This is the notice of  
11 assessment for October 2024.

12 A. (without Interpreter) Yes.

13 TD Bank. TD Bank. These both --

14 446 Q. This is also in TD?

15 A. (without Interpreter) -- to

16 TD Bank.

17 MS. CARUSO: I will mark that

18 notice of assessment for September -- excuse me,

19 for October 2024 as Exhibit X.

20 EXHIBIT X: Notice of

21 assessment for October 2024

22 BY MS. CARUSO:

23 447 Q. Finally, I have another

24 printout from the CRA website for a view expected

25 and filed returns summary for --

1 A. (without Interpreter) Yes.  
2 That's on the...  
3 448 Q. This is for November 2024.  
4 A. (without Interpreter)  
5 November. Yes. Yes.  
6 449 Q. You have not yet received --  
7 A. (without Interpreter) After  
8 November, we closed everything. We are expected,  
9 but they said now they will pay to the Canadian  
10 Western Bank or BDO -- this one.  
11 450 Q. If you do receive a refund  
12 for this month --  
13 A. (without Interpreter) No, they  
14 said --  
15 MR. JASWAL: Just let her ask the  
16 question first.  
17 THE WITNESS: (without  
18 Interpreter) Okay. Sorry.  
19 BY MS. CARUSO:  
20 451 Q. Have you received the refund  
21 for November 2024?  
22 A. (without Interpreter) No.  
23 This is that -- this one.  
24 452 Q. This is the submission  
25 for that refund?

1                   A.    (without Interpreter) This  
2    is -- and they said they will send to the -- not to  
3    me -- BDO or CWB Bank. Now, because you take over  
4    everything, they will pay to -- not to me.

5                   MS. CARUSO: I will mark the view  
6    expected and filed returns summary for November  
7    2024 as Exhibit Y.

8                   EXHIBIT Y: View expected  
9                   and filed returns summary for  
10                  November 2024

11                  BY MS. CARUSO:

12    453            Q.    For the HST refunds for  
13    October 2024 and November 2024, what sales and  
14    invoices were being relied upon in support of these  
15    refunds if the business was no longer operating at  
16    that time?

17                  A.    (without Interpreter) Like, a  
18    truck driver -- because, mostly, whatever a truck  
19    driver or truck payment -- a truck driver,  
20    actually. It's always a month or two months  
21    behind, so that's what that month -- driver HST,  
22    fuel that we use until October -- sorry, nine --  
23    month 9 -- that's the HST amount there. Because  
24    our driver, we hold the one month -- one month,  
25    their pay. So one month behind, this is the full

1 September month. We filled in that one month  
2 there.

3 454 Q. All of the sales and other  
4 revenues --

5 A. (without Interpreter) Yes.

6 455 Q. It's all from -- it's  
7 actually from the month before, you're saying?

8 A. (without Interpreter) Yes.

9 Yeah, before. Yes.

10 456 Q. Did ASK Associates submit  
11 this November return?

12 A. (without Interpreter) Yeah,  
13 just -- they all that -- they always --

14 457 Q. Always?

15 A. (without Interpreter) We  
16 never -- we've never done it.

17 458 Q. Do you provide information  
18 to ASK Associates --

19 A. (without Interpreter) We  
20 provide. We provide all the information. Whatever  
21 they ask us, we always provide.

22 MS. CARUSO: Can I have an  
23 undertaking for all of the supporting documentation  
24 that AMG Global provided to ASK Associates to  
25 prepare the HST refunds for the months of July

1     until November of 2024?

2                             MR. JASWAL:     Sorry, from July  
3     to --

4                             MS. CARUSO:     To November.

5                             MR. JASWAL:     Mr. Shoker, ASK  
6     Associates would have --

7                             THE WITNESS:     (without  
8     Interpreter) Okay, no problem. We already brought  
9     this statement, too. They provided me -- ASK, but  
10    whatever you need, a document, I will ask them.

11   U/T                     MR. JASWAL:     Yes. Yes, Counsel.  
12   That's a yes.

13                             BY MS. CARUSO:

14   459                     Q.     Have you told me everything  
15   you know about AMG Global's bank accounts, business  
16   accounts, tax returns, and books and records?

17                             A.     (without Interpreter) That's  
18   all. I have four business accounts -- Canadian  
19   Western Bank, RBC, Scotiabank. So now we are using  
20   only TD Bank account. Canadian Western Bank  
21   closed. Scotiabank, TD -- RBC is still open, but  
22   we don't do any transactions because now I don't  
23   have any income source. Only HST is going to TD  
24   Bank. That's all.

25   460                     Q.     After this examination, if

1    you recall or otherwise obtain information about  
2    AMG Global's bank accounts --

3                           A.    (without Interpreter) Okay.

4    461                   Q.    -- business records, tax  
5    returns, and other books, will you undertake to  
6    provide us with that information?

7                           A.    (without Interpreter) Yes.  
8    Hundred percent.   Hundred percent, yes.

9    462                   Q.    Where are you currently  
10   working?

11                          A.    (without Interpreter) Right  
12   now, I'm not working.

13   463                   Q.    You're unemployed?

14                          A.    (without Interpreter)  
15   Unemployed.

16   464                   Q.    As of when?   As of when?  
17   Since when?

18                          A.    (without Interpreter) Since  
19   December 4th, I'm unemployed.

20   465                   Q.    Since September?

21                          A.    (without Interpreter) Since  
22   December.

23   466                   Q.    Oh, December.   Okay.

24                          A.    (without Interpreter) Yeah.  
25   Before, because -- actually, now, that kind

1 of -- we shut off the operations in the September  
2 end. So big yard, we have -- there's some rental  
3 parking. I was collecting that thing and the  
4 mechanic shop, but after December, it's no more  
5 operating. Yeah.

6 467 Q. You were collecting rent?

7 A. (without Interpreter)  
8 Collecting rent, because we -- which address, 425  
9 Gibraltar, that's -- we are using and giving to  
10 space to other truck parking, too, so that's why  
11 collecting -- some mechanic work. I have a  
12 mechanic licence, too. I know how to fix the  
13 trucks, so that was my income, but since December,  
14 I'm not working anywhere.

15 MS. CARUSO: Can we have an  
16 undertaking for a list of all of the companies that  
17 were renting --

18 THE WITNESS: (without  
19 Interpreter) Yes, yeah.

20 MS. CARUSO: -- space at 425  
21 Gibraltar?

22 U/T MR. JASWAL: Yes.

23 MS. CARUSO: Included in that  
24 would be their contact information.

25 U/T MR. JASWAL: Yes.

1 MS. CARUSO: Thank you.

2 THE WITNESS: (without  
3 Interpreter) Now, we are not there. That property  
4 already sold to someone.

5 BY MS. CARUSO:

6 468 Q. Understood. What type of  
7 business does GFS International operate?

8 A. (without Interpreter)  
9 Brokerage. Just truck brokerage.

10 469 Q. What does that mean?

11 A. (without Interpreter)  
12 Brokerage means, like, the middleman. They are  
13 taking the load from the customer and selling to  
14 the trucking company, and they're making commission  
15 under \$200 per load. Like a brokerage site. No  
16 asset, nothing like that.

17 470 Q. What is the relationship  
18 between AMG Global and GFS International?

19 A. (without Interpreter) I had a  
20 50 percent share before. Like, we opened this  
21 company maybe years -- a year and a half ago with  
22 me and one of my coworkers. Her name Suman. She's  
23 quit, too. So now -- right now, this company  
24 closed. No more -- because we using that company  
25 for -- get the customer through that company and

1 giving to our company. But when our company  
2 closed, AMG, that closed automatically, the  
3 brokerage.

4 471 Q. So GFS International was  
5 acting as a broker for AMG?

6 A. (without Interpreter) As a  
7 broker. Just as a broker, yes.

8 472 Q. What was the name of the  
9 individual that you mentioned?

10 A. (without Interpreter) Girl  
11 name? Suman. Suman Gautam.

12 473 Q. Can you spell that for me?

13 A. (without Interpreter) S-A-U-  
14 M-A-N.

15 THE INTERPRETER: Suman, S-U.

16 THE WITNESS: (without  
17 Interpreter) No, sorry. S-U-M-A-N. Last name  
18 Gautam, G-A-U-T-A-M.

19 474 Q. G-A-U-D?

20 A. (without Interpreter) G-A-U-  
21 T-A-M. "T." T like "Tom."

22 475 Q. Oh, okay. This was an  
23 employee of GFS international?

24 A. (without Interpreter) Fifty  
25 percent partner with me that time. Now, no more

1 partnership, because mostly she was handling all  
2 stuff, so I was just the owner 50 percent. I spend  
3 the money on it, but she was taking care  
4 everything.

5 476 Q. What was your role in GFS  
6 International when you owned that 50 percent?

7 A. (without Interpreter) I was  
8 just the -- I was using the cash flow. Like, I was  
9 paying to the carrier, other broker. I was not  
10 doing anything there. No booking, no customer.  
11 She is the only one -- because it's only two  
12 employees, me and she, so she was the only -- small  
13 company. Like, she was only doing everything  
14 there.

15 477 Q. Did your time at GFS  
16 International overlap with when Manmeet became a  
17 director?

18 A. (without Interpreter)  
19 Manmeet. My daughter, yeah.

20 478 Q. Okay. Were you all working  
21 there --

22 A. (without Interpreter) Now  
23 operations stopped, everything. If we need -- if  
24 she need in the -- because right now, she's  
25 studying the university. If we need in the future,

1 we open the broker. Not trucking company. I will  
2 not open a trucking company anymore, because too  
3 many expense, so -- yeah, brokerage has some money.  
4 Maybe we will -- then we will run that company in  
5 the future if we need.

6 479 Q. Is Manmeet still a director  
7 of GFS International?

8 A. (without Interpreter) Yes,  
9 she is still director.

10 480 Q. GFS International still has  
11 active business operations?

12 A. (without Interpreter) No.  
13 No. No.

14 481 Q. Since when?

15 A. (without Interpreter) Since  
16 two or three months. After --

17 482 Q. Two or three months?

18 A. (without Interpreter) Yes.

19 483 Q. Okay. The same time --

20 A. (without Interpreter) Same  
21 time. Same time, yes.

22 484 Q. Did GFS International own  
23 any trucks?

24 A. (without Interpreter) No, no.  
25 No equipment, no trucks. Just broker --

1 485 Q. No equipment?

2 A. (without Interpreter) No  
3 equipment, no. Nothing.

4 486 Q. Did GFS International assume  
5 any of AMG Global's business after AMG Global  
6 stopped operating?

7 A. (without Interpreter) No, no.  
8 That's totally different entity. We had a truck.  
9 They have just -- she have just brokerage.

10 487 Q. Did AMG Global ever sublease  
11 any vehicles to GFS International?

12 A. (without Interpreter) No.  
13 No.

14 488 Q. Are there any other  
15 GFS-related entities that go by that name? That  
16 use the name GFS?

17 A. (without Interpreter) Me?  
18 No, just GFS International and AMG.

19 489 Q. That's it?

20 A. (without Interpreter) That's  
21 it. Maybe another -- other people, they have that  
22 entity, but not me.

23 490 Q. Not that you're aware of?

24 A. (without Interpreter) No, no.

25 491 Q. Have any of the vehicles

1 owned by AMG Global ever been retitled or sold to  
2 GFS International?

3 A. (without Interpreter) No,  
4 never.

5 492 Q. What is the business  
6 relationship between AMG Global and BJS Transport  
7 Limited?

8 A. (without Interpreter) In the  
9 January of 2024, like, then business was okay,  
10 okay, but my other insurance company -- our  
11 insurance was too high. That's why we planning to  
12 buy that company, so he's -- he's kind of our --  
13 kind of friend. Almost 20 years, I know him, but  
14 after that, when it's still business like this,  
15 then we didn't -- we didn't buy that.

16 493 Q. Okay. You were planning --  
17 AMG Global was planning on purchasing --

18 A. (without Interpreter)  
19 Purchasing, yes.

20 494 Q. -- BJS Transport Limited?

21 A. (without Interpreter) Yeah.  
22 Yes. Yeah.

23 495 Q. When did AMG Global decide  
24 not to purchase?

25 A. (without Interpreter) We

1     tried to in the January, and we -- as a trial base,  
2     two, three months, we will -- maybe two months --  
3     two, three months, we will buy that thing, but  
4     their -- they didn't mention us that time they  
5     already had so many claim. They already in the  
6     default some payment. So that's why we said no  
7     then.

8     496                   Q.     When you say there was a  
9     trial basis, you mean --

10                         A.     (without Interpreter)  
11     February. February to February, March -- two,  
12     three months, yeah. Like that.

13     497                   Q.     By trial basis --

14                         A.     (without Interpreter) But we  
15     didn't buy that thing that we -- because we had  
16     a -- more employee, 13, 14. We giving them to  
17     dispatch, the load booking. That's why we tried  
18     that.

19     498                   Q.     So you were working together  
20     during those few months?

21                         A.     (without Interpreter) Yeah,  
22     three -- two, three months, yeah. After that, when  
23     we search from our lawyer, they have defaulted some  
24     payment and their insurance already too high.  
25     That's why...

1 499 Q. Do you own any shares of BJS  
2 Transport?

3 A. (without Interpreter) No.  
4 No.

5 500 Q. Have you ever been an  
6 employee of BJS Transport?

7 A. (without Interpreter) That  
8 time, we tried to -- I told you, like -- just,  
9 yeah, maybe -- just for one day, we went to the  
10 accountant -- one day, I put my name, and same day,  
11 I was already -- I said no, because when we search  
12 everything, they are already default. Then...

13 501 Q. When would that have been?

14 A. (without Interpreter) It was  
15 the same time -- that March, April, that --

16 502 Q. March or April of 2024?

17 A. (without Interpreter) March  
18 or April. That time, yeah, but we -- I don't --  
19 never we have any share, and we never bought that  
20 company. There's still company that name under  
21 that person named Harmesh Bains.

22 503 Q. I'm going to show you a  
23 corporate profile report for BJS Transport Limited?

24 A. (without Interpreter) Sure.  
25 Mm-hmm.

1     504                     Q.     If you flip to the second  
2     page, which is this page here, there's a list of  
3     directors --

4                             A.     (without Interpreter) Yeah.  
5     Harmesh Bains and Jasvir Kaur Shoker.    Yeah.

6     505                     Q.     Are you related to Jasvir  
7     Kaur Shoker?

8                             A.     (without Interpreter) She  
9     was -- she is my wife, but now we have separated.

10    506                     Q.     You're separated?

11                             A.     (without Interpreter) Yes.  
12    But now, I don't think so she's there, but now,  
13    only Harmesh Bains, he has the company.    That  
14    company already, like --

15    507                     Q.     Do you know when she left  
16    BJS Transport?

17                             A.     (without Interpreter) Maybe  
18    that time, but -- because she's -- she's staying  
19    home.    Right?    So she's -- I don't think so she  
20    ever go that time that company.    Yeah, but we are  
21    separated almost same -- even before the  
22    receivership in August -- July, August, we are  
23    separated.

24    508                     Q.     In July 2024?

25                             A.     (without Interpreter) Yeah,

1 she had a -- she have her own house. I'm living in  
2 my own home. Yeah.

3 509 Q. Has somebody named Ranjeet  
4 Singh Shoker ever been involved in BJS Transport?

5 A. (without Interpreter) No.  
6 Ranjeet Singh Shoker?

7 510 Q. Yes.

8 A. (without Interpreter) No. I  
9 never heard.

10 511 Q. Do you know who that is?

11 A. (without Interpreter) I know  
12 only one person, Harmesh Bains. I have no idea if  
13 we -- before, dealing with anyone, but in my  
14 knowledge, I heard this name first time, Ranjeet.  
15 I don't know who is Ranjeet.

16 512 Q. Is Harmesh Bains the person  
17 you mentioned earlier who knew --

18 A. (without Interpreter) I know  
19 only that person.

20 513 Q. -- for about 20 years?

21 A. (without Interpreter) Yes,  
22 yes.

23 514 Q. Does Harmesh Bains have any  
24 involvement in AMG Global?

25 A. (without Interpreter) No, no.

1     515                     Q.     Did Jasvir Kaur Shoker ever  
2     have any involvement in AMG --

3                             A.     (without Interpreter) Yeah,  
4     before --

5     516                     Q.     -- Global?

6                             A.     (without Interpreter) -- when  
7     we working -- yes, yeah.

8     517                     Q.     I'll just remind you, for  
9     the record, if you could wait until I'm done my  
10    question to answer, please --

11                            A.     (without Interpreter) Okay,  
12    sorry.

13    518                     Q.     -- so that we have a clean  
14    transcript.

15                            A.     (without Interpreter) I'm so  
16    sorry.

17    519                     Q.     If you flip to page 5,  
18    there's page numbers in the bottom right-hand  
19    corner of the document. At page 5 --

20                            A.     (without Interpreter) I got  
21    them. Okay.

22    520                     Q.     There is a list of active  
23    business names, and you can see the first name that  
24    appears is GFS, the --

25                            A.     (without Interpreter) GFS,

1 the Group of AMG. Okay. Oh, I'm so sorry.

2 521 Q. Is GFS, the Group of AMG.

3 A. (without Interpreter) Yes.

4 522 Q. Correct? Based on that  
5 name, I'm going to suggest to you that there was  
6 some type of relationship --

7 A. (without Interpreter) Okay.

8 523 Q. -- between AMG Global and  
9 BJS Transport. Would you agree with that?

10 A. (without Interpreter) Because  
11 my working -- my wife working with me. Right? So  
12 GFS, basically, my son name -- Gurfateh Shoker.  
13 So, that's my son and her son, too. Right? That's  
14 why she made a decision to put the name GFS, but I  
15 have -- I had only one company, GFS International.  
16 GFS is short name, my son name, Gurfateh Shoker.  
17 That's why maybe she choose the name.

18 524 Q. Based on this, would you  
19 agree that -- because this is an active business  
20 name for BJS Transport. Does BJS Transport, based  
21 on this name, have some type of relationship to AMG  
22 Global?

23 A. (without Interpreter) No, no,  
24 no. No. BJS company is opened on 2001. Like, a  
25 long, long -- I opened the company 2016 after 16

1     years.

2     525                   Q.     Do you know why they would  
3     have gone by or used the name "GFS, the Group of  
4     AMG" at some point in time?

5                         A.     (without Interpreter) I told  
6     you. My wife is separate than me. Right? Maybe  
7     she -- because BJS name -- it's not -- mostly every  
8     person want the name who's the -- (indiscernible)  
9     our son or daughter name. Right? BJS has nothing  
10    to do -- we don't know what's mean BJS. Maybe  
11    that's why she want to try to put the name GFS,  
12    Gurfateh Shoker, my son name.

13    526                   Q.     What about the AMG portion  
14    of that name?

15                         A.     (without Interpreter) AMG  
16    portion because that time -- in the January, we  
17    tried to buy this company in January, February.  
18    She was -- we have very good relation. We are  
19    working together. Right? She is my wife. So  
20    that's why -- maybe that's why she took that name.  
21    AMG name is my daughter, too, A like -- all the  
22    name -- Amneet (ph), Manmeet, Gurneet (ph) --  
23    that's all name related to my family. That's why  
24    she tried to choose this name here.

25    527                   Q.     Then this name would have

1    been registered around the time that AMG Global was  
2    considered purchasing?

3                           A.    (without Interpreter) Yeah,  
4    in the -- in the February. Right? Yeah. I told  
5    we tried to bought this -- buy this company in  
6    that -- February. That time, maybe we are thinking  
7    to put down this name because we don't like BJS  
8    name. Right? But that time, it wasn't work for  
9    us. Like, they were on the default, and the  
10   payment were behind, so we -- so I never bought  
11   that company.

12   528                   Q.    When AMG Global ceased its  
13   business operations, were any of its vehicles,  
14   accounts receivables, customers, or employees  
15   transferred over to BJS Transport?

16                           A.    (without Interpreter)  
17   Customers must be. Like -- because all customers  
18   almost same using every company. Right? So I can  
19   say -- I don't know -- I never asked them. They  
20   are the same thing working with BJS or not working.  
21   If we're talking about the driver, yeah, some  
22   driver, because I was not paying long time. Few  
23   drivers, they moved to the BJS, too.

24   529                   Q.    Two drivers moved?

25                           A.    (without Interpreter) No, not

1 two drivers. Maybe six, seven drivers.

2 530 Q. Okay.

3 A. (without Interpreter) Yeah.

4 531 Q. And the customers, you

5 think --

6 A. (without Interpreter)

7 Customer, almost all the -- on the Loadlink

8 website. Right? Every company have the same

9 customer, like, two load giving to this company,

10 this company, like that. It's not a big thing for

11 customer if they using the same.

12 532 Q. What about any of the

13 vehicles, any of the trucks or trailers?

14 A. (without Interpreter)

15 Just -- if a truck and trailer, I told you, like,

16 almost 20 to 25 owner-operators were working with

17 me. They -- with their own vehicle, but it's under

18 plates AMG. Right? So maybe -- yeah, same thing.

19 Seven or eight driver, they move to the -- with the

20 vehicle to the BJS, because BJS, they -- we are

21 giving to the parking to the BJS in my same yard.

22 I told you, collecting the money, because I had a

23 big yard. Right? So they're renting us.

24 533 Q. Okay. So BJS was one of the

25 companies that was renting?

1                           A.    (without Interpreter) They  
2   parking the stuff in same spot.

3   534                    Q.    Did AMG Global transfer the  
4   title of any of its vehicles to --

5                           A.    (without Interpreter) No.

6   535                    Q.    -- BJS?

7                           A.    (without Interpreter) No, no.  
8   Because owner-operator, they must be transferred,  
9   but my -- like, under AMG, I don't think so. Any  
10  leased vehicle, maybe that, they did transfer, but  
11  if you're talking about me, I never transfer  
12  anything. Yeah.

13   536                    Q.    I'm asking specifically  
14   about any of the vehicles owned by AMG.

15                          A.    (without Interpreter) Not  
16   owned vehicle. Maybe leased by AMG, because lease  
17   is through the -- what's it called -- owner-  
18   operator working with me -- yeah, they have a -- my  
19   company plated, and they move to -- six, seven,  
20   maybe five. Yeah, they moved. Not transferred.  
21   It's plating portion they move to the BJS. Yeah.

22   537                    Q.    On the leases point, you're  
23   aware of some of the leases being transferred from  
24   AMG Global?

25                          A.    (without Interpreter) No, I'm

1 not aware, but I'm just -- I'm guessing. I'm  
2 saying, like, because I know the driver who was  
3 owner plated with me. They moved to there. If  
4 they moved, yeah, 100 percent, they can give you  
5 transfer there, too.

6 538 Q. So it's a possibility  
7 that --

8 A. (without Interpreter) Yeah,  
9 yeah. Yes, yeah.

10 539 Q. You mentioned replating.

11 A. (without Interpreter)  
12 Replating?

13 540 Q. What do you mean by that?

14 A. (without Interpreter) Like,  
15 if, like, I have a truck, I have to put on a  
16 different company, so -- I have to -- I cannot use  
17 my plates, my name. I have to use, like I say, AMG  
18 or BJS. Even that's my vehicle, but it'll be shown  
19 under BJS or AMG, not my name.

20 541 Q. So that's --

21 A. (without Interpreter) Not  
22 like any personal vehicle name.

23 542 Q. That's the registration --

24 A. (without Interpreter)  
25 Registration.

1     543                     Q.    -- with the province?

2                             A.    (without Interpreter) With  
3   the province.   Yeah.

4     544                     Q.    Are any of the trucks that  
5   you're talking about that could have been replated,  
6   are any of those financed by vehicle financiers,  
7   so, for example, Daimler?

8                             A.    (without Interpreter) Yeah, I  
9   paid them -- in my company.   We got the financing  
10  with Daimler.

11   545                     Q.    Any other companies?

12                             A.    (without Interpreter) There's  
13  so many companies, like leasing companies --  
14  Daimler, Equirex, Bodkin, BVD.   Maybe six, seven  
15  company.   Maybe more than seven.   Seven, eight  
16  company.   Main was Daimler, BVD Petroleum,  
17  Bennington -- yeah, it should be -- I can provide  
18  you the list if you need.

19                             MS. CARUSO:   If we could have an  
20  undertaking, please, for a list of the leases and  
21  vehicles that were replated?

22                             THE WITNESS:   (without  
23  Interpreter) Replated?

24                             BY MS. CARUSO:

25   546                     Q.    Yes.   That's what I was

1 asking about.

2 A. (without Interpreter) No, I  
3 don't understand what you mean, "replated." I'm  
4 talking about in my company, the -- yeah.

5 MR. JASWAL: Sorry, I think what  
6 he was saying was the leases that AMG had with  
7 various leasing companies.

8 BY MS. CARUSO:

9 547 Q. Right. Okay, I was asking  
10 about replating, and I had understood that --

11 A. (without Interpreter)  
12 Replating.

13 548 Q. -- there was replating in  
14 connection with leases, with certain leased  
15 vehicles?

16 MR. JASWAL: Just if I may  
17 clarify, or if I understand this correctly, an  
18 owner/operator has their own vehicle, but -- so  
19 they have their separate arrangement with a leasing  
20 company or a financing company. AMG has no  
21 relation to that leasing arrangement. However,  
22 that plate of that owner/operator is plated with  
23 AMG for provincial insurance purposes.

24 MS. CARUSO: Okay. I was asking  
25 about the leases that were between AMG Global and

1     these leasing companies and whether or not any of  
2     those leases had been transferred to BJS Transport.

3                     MR. JASWAL:     May I just try to  
4     clarify?  If I understand your question correctly,  
5     I think what you're asking the leases that AMG had  
6     with BBD, Daimler, whoever.  Were those leases  
7     transferred to BJS?

8                     THE WITNESS:     (without  
9     Interpreter) No, no, no.

10                    MR. JASWAL:     Sorry, Counsel.  I  
11     just wanted to clarify that --

12                    MS. CARUSO:     Thank you.

13                    THE WITNESS:     (without  
14     Interpreter) Some owner-operator, maybe they moved  
15     that, but not -- if I own that, anything, like, of  
16     any paid-off vehicle, we never transferred to them.

17                    MS. CARUSO:     I'm going to show  
18     you an e-mail.  Before I ask you a question about  
19     that, I'd like to mark the corporate profile report  
20     for BJS Transport Limited as Exhibit Z.

21                             EXHIBIT Z:     Corporate  
22                                     profile report for BJS  
23                                     Transport Limited

24                    THE WITNESS:     (without  
25     Interpreter) Okay.  What's your question?

1 BY MS. CARUSO:

2 549 Q. This is an e-mail chain  
3 between Velocity Logistics and Stephanie  
4 Burrowes --

5 A. (without Interpreter) Okay.

6 550 Q. -- from BDO. Was Velocity  
7 Logistics a customer of AMG Global?

8 A. (without Interpreter) The  
9 broker. Broker.

10 551 Q. They're a broker?

11 A. (without Interpreter) And we  
12 have always fight with each other. We have  
13 never -- we have so many issues with this company.  
14 So yeah, but we worked a lot before with Velocity.

15 552 Q. You can see in Stephanie's  
16 e-mail, which is on the back page, she asks:

17 "Also, I was wondering, in  
18 all your dealings with AMG,  
19 did they ever advise you if  
20 they changed their name, and  
21 if so, to what?" [as read]

22 A. (without Interpreter) What's  
23 mean, this?

24 MR. JASWAL: Maybe  
25 the interpreter can help.

1 THE INTERPRETER: Can you repeat?

2 MS. CARUSO: If you could  
3 translate for him, please, the sentence beginning  
4 with "also," which is on the document in front of  
5 you.

6 If I could just interrupt here,  
7 I'm going to ask you a question about this e-mail.  
8 I just wanted to make sure you understood what that  
9 question was. If you flip over the page, you can  
10 see that, in the response from Faith Ann Cebula  
11 from Velocity Logistics, they say:

12 "Yes, they have changed their  
13 name to BJS Transport." [as  
14 read]

15 A. (without Interpreter) Okay --

16 553 Q. Do you see that in the  
17 e-mail?

18 A. (without Interpreter) Yes,  
19 yes.

20 554 Q. Assuming that the  
21 information contained in this e-mail is true, do  
22 you agree that AMG Global changed its name to BJS  
23 Transport?

24 A. (without Interpreter) No.  
25 How can -- BJS totally different company. AMG

1 different. Do you have any document? How AMG can  
2 change their name to BJS? How is possible? You're  
3 just showing me all document -- show me that  
4 document where they mentioned -- AMG is totally  
5 different company. BJS, totally different company.  
6 I already mentioned you in the February -- January,  
7 February, last month -- last year, we tried to buy  
8 this company, but after that, it's not works.  
9 Right? And same thing, my wife -- she tried to do  
10 that thing, but now we are separate. We are not  
11 living together, and AMG -- it showed they changed  
12 their name, BJS Transport. How AMG change their  
13 name to BJS? How is possible? How anyone can  
14 change their name? How is possible? BJS, totally  
15 different company. AMG Global, different company.

16 555 Q. So you disagree with the  
17 information in the e-mail?

18 A. (without Interpreter) Yeah,  
19 yes.

20 MS. CARUSO: I'd like to mark the  
21 e-mail exchange between Velocity Logistics and  
22 Stephanie Burrowes from BDO Canada Limited as  
23 Exhibit AA.

24 EXHIBIT AA: E-mail exchange  
25 between Velocity Logistics

1 and Stephanie Burrowes from  
2 BDO Canada Limited

3 BY MS. CARUSO:

4 556 Q. What is the business  
5 relationship between AMG Global and Royal Bhatti  
6 Transport Inc.?

7 A. (without Interpreter) Yes.  
8 Same thing, when I'm trying to buy this  
9 company -- BJS, you're talking about -- and I  
10 trying to buy that company, Royal Bhatti, because  
11 of insurance purpose. My AMG insurance was too  
12 high. So in the renewal, I want to change  
13 the -- buy the company, and I wanted to put my tax  
14 to BJS, just because of -- sorry, Royal Bhatti,  
15 just because of insurance purpose. And that Royal  
16 Bhatti just -- we bought this company, but after --  
17 yes.

18 557 Q. Sorry, you did buy -- AMG  
19 Global did purchase Royal Bhatti?

20 A. (without Interpreter) Just  
21 purchase, like, after that -- that guy's two, three  
22 trucks still running with us, but some of -- I  
23 don't want to mention that thing. He didn't  
24 mention or declare us they're doing some bad stuff  
25 to the USA to Canada. When I knew that thing, then

1 I give the company him back.

2 558 Q. When was it purchased?

3 A. (without Interpreter) That  
4 company purchased -- maybe that same time, I can  
5 say, March, April, maybe -- same time. We are  
6 trying -- we need one company, which I can put my  
7 truck to because of insurance. So 2024 in the  
8 starting -- March or April. Same time, that -- but  
9 that company, we bought it that time. After that,  
10 we give them back.

11 559 Q. For how much?

12 A. (without Interpreter) We  
13 bought it? He was -- they had four truck and  
14 trailer, and they were just behind of just payment,  
15 two to three, three payment, truck and trailer. I  
16 just help him to cover his default. Like, I can  
17 say, maximum \$30,000, \$40,000. All truck trailer  
18 payment were behind. I just pay them and bring  
19 them up to date.

20 560 Q. When did you sell the  
21 company back?

22 A. (without Interpreter) Same  
23 thing, because he was involving some stupid stuff  
24 in the USA, because still his own truck with  
25 he -- that guy, Royal Bhatti, owner was driving his

1 own truck, too. So he done in, I think -- if I'm  
2 not wrong, August or July -- that area -- he caught  
3 on the border, like, with drug stuff. Right? So  
4 when I knew that thing, he arrested, he went to  
5 jail. After that, I gave them company right away.  
6 Give them back.

7 561 Q. You gave the company back to  
8 him?

9 A. (without Interpreter) Yeah,  
10 so I -- yes, yeah.

11 562 Q. That was July or August?

12 A. (without Interpreter) July or  
13 August. If you -- I can Google. I can check which  
14 month he caught in the -- like, in the border, so I  
15 can give you the exact date if you allow me to open  
16 the Google.

17 MS. CARUSO: Could I have an  
18 undertaking for copies of any sale agreements  
19 between AMG Global and Royal Bhatti --

20 THE WITNESS: (without  
21 Interpreter) There was --

22 MS. CARUSO: I'm just going to  
23 finish my undertaking first. Thank you. For the  
24 purchase of Royal Bhatti Transport, and that would  
25 include the purchase of Royal Bhatti by AMG, and

1     then the sale of Royal Bhatti by AMG back to its  
2     principal.

3                     THE WITNESS:     (without  
4     Interpreter) Okay.

5                     MS. CARUSO:     And --

6                     THE WITNESS:     (without  
7     Interpreter) Can I --

8                     MR. JASWAL:     I'm just going to  
9     ask if that exists, if that's okay.

10                    MS. CARUSO:     sure.

11                    THE WITNESS:     (without  
12     Interpreter) There was no --

13                    MR. JASWAL:     Does a formal  
14     agreement between --

15                    THE WITNESS:     (without  
16     Interpreter) No. No, no, because --

17                    MR. JASWAL:     Just -- does any sort  
18     of documentation exist between the sale of Royal  
19     Bhatti to AMG --

20                    THE WITNESS:     (without  
21     Interpreter) No.

22                    MR. JASWAL:     -- and the subsequent  
23     sale back?

24                    THE WITNESS:     (without  
25     Interpreter) No. We just -- same thing in the --

1 if we go to the Ministry. We put our name. After  
2 that, they removed their name. There was no --  
3 because he was one of -- good, my friend. We had  
4 to do that after that, but suddenly, that happened,  
5 and we remove our name and give them back.

6 MS. CARUSO: Okay. Can I have an  
7 undertaking for the registration documents or  
8 registration information that was filed with the  
9 Ministry to effect this transfer?

10 U/T MR. JASWAL: Yes, Counsel.

11 BY MS. CARUSO:

12 563 Q. I'm going to show you a  
13 corporate profile report for Royal Bhatti Transport  
14 Inc. If you flip to page 2, the active director is  
15 listed as Beant Singh Bhatti. Is this the  
16 individual --

17 A. (without Interpreter) He's  
18 the main owner. He's the main owner.

19 564 Q. This is the individual who  
20 you had this agreement with?

21 A. (without Interpreter) Yes.

22 565 Q. Is he also the person who  
23 was driving his truck across the border?

24 A. (without Interpreter) Yes.

25 Yes.

1     566                   Q.    If you turn to page 5, you  
2     can see that there's a list for active business  
3     names and the name "AMG, the Group of Companies,"  
4     appears?

5                           A.    (without Interpreter) Yes,  
6     yeah.  We put that name.

7     567                   Q.    You put that name there?

8                           A.    (without Interpreter) Yes.

9     568                   Q.    It says that it was  
10    registered in November 2023?

11                          A.    (without Interpreter) This is  
12    in November '23?

13    569                   Q.    On November 17, 2023.

14                          A.    (without Interpreter) Yes,  
15    that time we bought it.  Yes, exactly.

16    570                   Q.    It was purchased in  
17    November --

18                          A.    (without Interpreter)  
19    November.

20    571                   Q.    If you turn to page 7 of  
21    this corporate profile report, there's a document  
22    list, and there's various documents listed here,  
23    but you can see that Manmeet Kaur Shoker is listed?

24                          A.    (without Interpreter) Yes.

25    572                   Q.    What was her role in Royal

1 Bhatti Transport Inc.?

2 A. (without Interpreter) About  
3 her name? Because she -- because I'm the person, I  
4 cannot keep the two company in the name, because  
5 they mark the CVOR. That's why she bought it from  
6 me. Manmeet Kaur Shoker. She's the actual owner.  
7 She was the actual owner, not me.

8 573 Q. Manmeet was the actual owner  
9 of Royal Bhatti?

10 A. (without Interpreter) Royal  
11 Bhatti. Yes, yeah.

12 574 Q. I didn't quite understand  
13 what you said. You said that you couldn't own both  
14 companies?

15 A. (without Interpreter) Yeah.  
16 In the trucking -- everyone, they cannot keep two  
17 companies. Like, same thing. I can keep only one  
18 company, AMG Global. If I buy another company on  
19 my own name, whatever CVOR safety rating, they  
20 merge it, the same thing. If I run this company or  
21 that company, the Ministry, they mark down that  
22 thing. If my safety rating no good, like, my  
23 CVOR -- my, like, accidental thing is too high.  
24 Right? So if it's clean company, I'm going to buy.  
25 Same name, either, then it will be same thing. If

1    this company is not good, the second company is the  
2    same thing.  That's why -- yes, yeah.

3    575                   Q.    Hypothetically, if AMG  
4    Global had a poor safety rating --

5                        A.    (without Interpreter) Yes,  
6    yeah.

7    576                   Q.    -- and then AMG bought Royal  
8    Bhatti --

9                        A.    (without Interpreter) Yes,  
10   that -- yeah, because my --

11   577                   Q.    -- the bad safety rating  
12   would transfer over to Royal Bhatti, so you kept  
13   them separate?

14                        A.    (without Interpreter) Yes.

15   578                   Q.    Does that have anything to  
16   do with the insurance costs that you mentioned  
17   earlier?

18                        A.    Yes, because our company has  
19   three, four big accidents.  My -- our insurance  
20   company insurance was too high.  So same thing,  
21   Royal Bhatti, or we can talk about the BJS.  Right?  
22   Royal Bhatti -- my company insurance was per truck  
23   almost \$1,900.  Right?  So Royal Bhatti insurance  
24   company was \$1,200 -- \$700 difference with one  
25   truck.  He had only four truck.  Let's say I had 40

1 truck. This mean I can save almost \$20,000 per  
2 month if I buy this company and put that vehicle  
3 under that name, just for safety rating.

4 MS. CARUSO: I'll mark the  
5 corporate profile report for Royal Bhatti Transport  
6 as Exhibit BB.

7 EXHIBIT BB: Corporate  
8 profile report for Royal  
9 Bhatti Transport

10 THE WITNESS: (without  
11 Interpreter) And June 26th, we give them company  
12 back because of that -- June 26, 20 -- we give  
13 to -- back, Beant Singh Bhatti. Now this company  
14 is closed, too. No more operation. Because he has  
15 drug inside, so that company not in the business  
16 anymore.

17 BY MS. CARUSO:

18 579 Q. Have you ever owned any  
19 shares of Royal Bhatti Transport?

20 A. (without Interpreter) No,  
21 never.

22 580 Q. Were any of AMG Global's  
23 vehicles, accounts receivables, customers, or  
24 employees transferred over to Royal Bhatti  
25 Transport?

1                           A.    (without Interpreter) Not  
2   customer.  We -- I had a -- some old vehicle that  
3   time.  That's not, like -- total, eleven, twelve  
4   vehicle.  That, I transferred to the Royal Bhatti,  
5   because I want to put in that company.

6   581                    Q.    What type of vehicle was  
7   that?

8                           A.    (without Interpreter) Just  
9   older trailer.  Reefer and trucks.

10   582                   Q.    Reefer and trucks?

11                         A.    (without Interpreter) Yeah,  
12   not new one.  Like, that value is, let's say, one  
13   truck trailer, marketable, \$10,000, \$12,000.  Maybe  
14   six or seven, that kind of trailer.

15   583                   Q.    Who did you purchase the  
16   truck and trailer from?

17                         A.    (without Interpreter) That's  
18   long time ago when I opened this company.  Now it  
19   was paid off.  Everything.  That vehicle.  Right?

20   584                   Q.    But do you remember who you  
21   would have purchased it from?

22                         A.    (without Interpreter) Yes, it  
23   would be leasing company.  Maybe Bodkin.  I can  
24   provide you the -- whatever.

25                         MS. CARUSO:   If I can have an

1     undertaking for any detailed information about the  
2     vehicle, the truck and the trailer that were  
3     transferred --

4                     THE WITNESS:     (without  
5     Interpreter) Yeah, because --

6                     MS. CARUSO:     -- from AMG Global  
7     to Royal Bhatti Transport and any information about  
8     all trucks and vehicles that were transferred by  
9     AMG Global to Royal Bhatti?

10    U/T               MR. JASWAL:     Yes.

11                     BY MS. CARUSO:

12    585               Q.     Did AMG Global ever operate  
13     under the business name of Royal Bhatti Transport?

14                     A.     (without Interpreter) No.

15    586               Q.     Are you familiar with a  
16     website called Inside Transport?

17                     A.     (without Interpreter) Inside  
18     Transport? That's a -- kind of a media people  
19     group. If we -- like, a -- if there is accident,  
20     if we deal not good with anyone, they put the  
21     complaint on it -- Inside Transport, yeah. That's  
22     kind of like a website or platform where we can  
23     make our post. Yeah.

24    587               Q.     I'm going to show you a  
25     printout from Inside Transport, and I just flipped

1 over the document to the page that I want you to  
2 look at. On that the page, you can see there  
3 is -- it's a discussion thread, and there is an  
4 entry from a username called "Bell City Transport."  
5 Do you see that?

6 A. (without Interpreter) Yeah, I  
7 know that. Yeah.

8 588 Q. This entry is dated December  
9 30th, 2023.

10 A. (without Interpreter) Yes.

11 589 Q. I'm happy to read it out to  
12 you if that would be okay, and if you need it  
13 translated, then we can do that.

14 A. (without Interpreter) No, no.  
15 You can read it.

16 590 Q. It begins with, "FYI," and  
17 then it says:

18 "AMG is happy to announce the  
19 purchase of Royal Bhatti  
20 Transport Inc. We will be  
21 operating under Royal Bhatti  
22 Transport under the AMG Group  
23 of Companies. With this  
24 change and a few upcoming  
25 changes, AMG Global will now

1 be under the umbrella of AMG  
2 Group of Companies. The  
3 transition has been in the  
4 works for a little bit of  
5 time now, but effective  
6 December 4, any outstanding  
7 orders that are dated after  
8 this date, we will send  
9 individual e-mails to those  
10 companies to change the  
11 orders under the new MC  
12 number 798781 and company.  
13 AMG is growing, and nothing  
14 at all has changed in terms  
15 of the capacity and service  
16 that we will provide to you  
17 in the future. It is good  
18 news for all our staff and  
19 the associates as the company  
20 is growing. This e-mail is  
21 to all our customers to share  
22 our new company details,  
23 which is attached to this  
24 e-mail. We will be booking  
25 all our loads under the new

1 company MC and CVOR going  
2 forward." [as read]

3 A. (without Interpreter) Yes,  
4 yeah.

5 591 Q. Do you see that?

6 A. (without Interpreter) That's  
7 our e-mail. They copied and pasted to the --  
8 whatever that's -- Inside. That's actually  
9 our -- Inderjit Walia. We send this e-mail to  
10 everyone, all my customer, all broker. So we  
11 bought this company -- so whatever, the December.  
12 So that time -- this is just for insurance purpose.  
13 Right? So we bought this company. So we were  
14 going to work -- that's why we mention everything.  
15 "Happy to announce we are growing" -- this and  
16 that. So this portion was our company e-mail. We  
17 send to everyone. So that's Bell City -- that's  
18 why -- any complaint, anything, that kind of thing,  
19 they -- everybody has the right. They can share on  
20 that Inside Trade or whatever. Yeah.

21 592 Q. Based on this e-mail that  
22 appears to have been copied and pasted into this  
23 chat, you had told customers that you would be  
24 operating under the name of Royal Bhatti Transport  
25 Inc.?

1 A. (without Interpreter) Yes,  
2 yeah.

3 593 Q. When AMG Global was  
4 operating under the name of Royal Bhatti Transport  
5 Inc., did anything change with respect to its bank  
6 accounts or its bookkeeping services or anything  
7 like that?

8 A. (without Interpreter) No.

9 594 Q. It was just a name change  
10 and that's it?

11 A. (without Interpreter) Just  
12 name change. Just name change. That company had  
13 only four truck, as I mentioned to you before, so  
14 when it happened with that guy, and right away in  
15 the June, I give them back. Yeah.

16 MS. CARUSO: I will mark the  
17 Inside Transport discussion thread as Exhibit CC.

18 EXHIBIT CC: Inside  
19 Transport discussion thread

20 BY MS. CARUSO:

21 595 Q. The post by Bell City  
22 Transport that we just looked at refers to "the  
23 umbrella of AMG Group of Companies." What other  
24 companies are included in that group?

25 A. (without Interpreter) Which

1 one?

2 596 Q. If you look at the fourth  
3 line in the posting that we were just looking at --

4 A. (without Interpreter) Fourth  
5 line?

6 597 Q. I'm happy to underline it  
7 for you if that would be easier.

8 A. (without Interpreter) Same  
9 thing, AMG Global. It's AMG Global.

10 598 Q. It's AMG Global -- it would  
11 have been --

12 A. (without Interpreter) AMG  
13 Global, the -- we are using that company name. AMG  
14 Groups of Company, we changed the Royal Bhatti  
15 company name. AMG Groups of Company. So Royal  
16 Bhatti is the legal name. AMG Group of Companies  
17 is the operating name.

18 599 Q. Were any other businesses  
19 operating under the name AMG Group of Companies?

20 A. (without Interpreter) No, but  
21 this is the -- we changed the name, AMG Group of  
22 Companies.

23 600 Q. Have you told me everything  
24 you know about BJS Transport Inc., Royal Bhatti  
25 Transport Limited, and GFS International?

1                           A.    (without Interpreter) Yes,  
2    but if you have more to ask me, you can ask me,  
3    then I can give you the list. Sometime I am not  
4    remember. Right? If you have any kind of  
5    document, then I can -- I can give you honest  
6    answer, whatever you have.

7    601                   Q.    I don't have any further  
8    questions for you on this at this moment, but after  
9    this examination, if you recall or otherwise obtain  
10   information about BJS Transport Inc., Royal Bhatti  
11   Transport Limited, and GFS International, will you  
12   undertake to provide us with that information?

13                        A.    (without Interpreter) Yes,  
14   100 percent. Yes.

15   602                   Q.    What is the size of AMG  
16   Global's fleet of vehicles, including its trucks  
17   and trailers?

18                        A.    (without Interpreter) That  
19   time? I reached to almost -- in 2003, we had  
20   almost 65 trucks. Then we slowly, slowly cutting  
21   down, same thing, like -- owner-operator, I tell  
22   them, "No, we don't have work. Like, we are losing  
23   the money." Then we tell them to go. In  
24   the mid-2024, we had almost 35 trucks, and until  
25   now, slowly, slowly, after that, owner-operator, 10

1 or 12 -- 10 or 20 working with me. When we closed  
2 our operation in the December, so five, six trucks  
3 with us, but we -- in the 2023, yes, we reached to  
4 almost 65 to 67 trucks and almost -- you're talking  
5 about the trailer, too. Right? Trailer is  
6 different. Truck is different. So trailer, we had  
7 almost the same thing, 70 trailer that time.

8 603 Q. Seventy trailers?

9 A. (without Interpreter) In  
10 2003 (sic), yeah. In 2024, in the mid, we had 35  
11 trucks or, same thing, 30, 40 trailers.

12 604 Q. Sorry, you said 35 trucks,  
13 30 to 40 trailers?

14 A. (without Interpreter) Thirty  
15 to forty trailers.

16 605 Q. How many of those trucks and  
17 trailers were leased by AMG Global?

18 A. (without Interpreter) How  
19 many truck and trailers?

20 606 Q. Were leased?

21 A. (without Interpreter) Almost  
22 all was -- all was -- my own paid-off vehicle was  
23 very less, like, maybe seven, eight, which I  
24 already put in the Royal Bhatti company. So that  
25 were old. Right? When I tried to get the plates

1 and insured that time, in the 2023, and other  
2 vehicle, almost everything was on the lease.

3 607 Q. So you only owned about  
4 seven to eight vehicles?

5 A. (without Interpreter) Seven  
6 or eight vehicle, that old one, paid-off, yeah.  
7 Maximum, I can say ten. That vehicle, still, I  
8 have. If you -- anybody need it, then I can  
9 provide that. Still that -- but that's not usable.  
10 That's parked since seven, eight months ago,  
11 because we had a new Cummins. We never used that  
12 vehicle, because that's old. When we put on the  
13 road, always repair, always problem with that. So  
14 we can understand -- used vehicle -- 2012  
15 mean -- 2024 -- 12 years old, truck trailer. It's  
16 not worth it, because which trucking I do, it was  
17 long-haul, not local. Local is fine. But  
18 long-haul is not worth it for all the vehicle.

19 608 Q. That vehicle -- you said you  
20 still have it?

21 A. (without Interpreter) Still  
22 have it.

23 609 Q. Where is it located?

24 A. (without Interpreter) Like,  
25 this is the yard in the Oakville, paying the rent.

1 If you -- anybody need, I can provide that.

2 MS. CARUSO: Yeah. Can I have an  
3 undertaking for the details of this location,  
4 Oakville --

5 THE WITNESS: (without  
6 Interpreter) Yes.

7 MS. CARUSO: -- where this  
8 vehicle is being stored?

9 THE WITNESS: (without  
10 Interpreter) Yes. Yeah.

11 U/T MR. JASWAL: Yes.

12 BY MS. CARUSO:

13 610 Q. Do you know the name of the  
14 location?

15 A. (without Interpreter) No,  
16 this is his only yard. He is my friend, has the  
17 name, Sukhraj, Raja (ph). His company name Just  
18 Trux, J-U-S-T, Trux, T-R-U-X. Before, they have a  
19 garage in the Mississauga at Lorimar Drive, but now  
20 he moved to the Oakville. But I never went there.

21 611 Q. You never went where?

22 A. (without Interpreter) Never  
23 went that location. That time, I told two driver  
24 to park there.

25 612 Q. You were telling drivers to

1 park their vehicles at this location?

2 A. (without Interpreter) Yeah,  
3 that time, because I'm not driving the truck.  
4 They're still there, if you guys need. If you want  
5 to go in it, then I can ask him. I can call him.  
6 Then I can get that -- but he moved recently, maybe  
7 month -- month or month and a half ago.

8 613 Q. He moved from the  
9 Mississauga location to Oakville?

10 A. (without Interpreter)  
11 Mississauga to that location, yes.

12 614 Q. And what was the name of  
13 your --

14 A. (without Interpreter) Just  
15 Trux. J-U-S-T --

16 615 Q. What was the name of the  
17 owner of that business?

18 A. (without Interpreter)  
19 Sukhraj.

20 616 Q. How do you spell that?

21 A. (without Interpreter) S-U-K-  
22 H-R-A-J, Sukhraj Singh. He's a mechanic, too, so  
23 mostly he -- that guy is fixing our truck and  
24 trailer, too.

25 617 Q. Do you know if there are any

1 other AMG Global vehicles located at the Just Trux  
2 facility?

3 A. (without Interpreter) No, no.  
4 Only that one.

5 618 Q. Only that one?

6 A. (without Interpreter) Yeah.

7 619 Q. Are you aware of any AMG  
8 trucks and trailers being stored at any other  
9 locations?

10 A. (without Interpreter) No.  
11 Some of that before, we using that -- where we  
12 paying the 144 company, and the 78 -- 78 Guelph  
13 Line Road. You can search the same company there.  
14 Before, we parked there. Like, I mean, we're  
15 paying them rent and using the garage. If you --  
16 maybe one or two, three there. You can send  
17 someone, and you can check it. 7388 Guelph Line  
18 Road.

19 620 Q. That's the property owned by  
20 the --

21 A. (without Interpreter) That's  
22 the --

23 621 Q. -- 147 company?

24 A. (without Interpreter) Yeah.

25 Yes, because we using a mechanic shop there and

1 truck parking there. They should be there, two or  
2 three, but that vehicle is not drivable. You can  
3 send someone, and you can check it.

4 MR. CHOCHLA: That address was  
5 7835?

6 THE WITNESS: (without  
7 Interpreter) Maybe on the address, too -- 7388  
8 Guelph Line. 7388 Guelph Line. The same company  
9 address, you can check it. 13 -- 7388 Guelph Line.  
10 Maybe it's on there? Second page? Yes, yeah.

11 BY MS. CARUSO:

12 622 Q. When did AMG stop renting  
13 this facility?

14 A. (without Interpreter) The  
15 facilities? The same time, because we were not  
16 able to make a payment all the same time. Always  
17 late, that thing, so that's why sometimes I give  
18 them -- whatever they rent, we never pay on time.  
19 Sometimes we gave them \$10,000, \$20,000, fifteen --  
20 kind of that, since, like, 2024 starting -- March,  
21 I can say. After March, work is very -- like, kind  
22 of dead, the trucking market.

23 623 Q. Some of the vehicles were  
24 being stored at the lot owned by 147?

25 A. (without Interpreter) It's

1 open lot. Anyone can go there. Anyone can check.  
2 It's not any security or parking there. It's open  
3 farm they have there. Yeah.

4 624 Q. Did AMG Global finance any  
5 vehicles other than through a lease agreement?

6 A. (without Interpreter) Finance  
7 to?

8 625 Q. Through an arrangement other  
9 than a lease?

10 A. (without Interpreter) Like,  
11 a -- lease is always -- or we buy the vehicle to  
12 cash money. Lease or loan.

13 626 Q. The vehicles were either  
14 leased or they were owned outright?

15 A. (without Interpreter) Lease  
16 or loan, mostly that leasing company I already  
17 mentioned -- Daimler, BVD, the other six, seven  
18 company. So always -- trucking company has not  
19 that, kind of, you know, like, money to hand -- who  
20 can buy that paid off vehicle. Always lease or  
21 loaned vehicle.

22 627 Q. What happened to the roughly  
23 65 trucks you owned in 2023 down to the 35 trucks  
24 that you owned in 2024?

25 A. (without Interpreter) What

1     happened?

2     628                     Q.     Yeah.

3                             A.     (without Interpreter) What's  
4     happened with every single company. The market --  
5     even now, trucking, every business, slowly, they  
6     did. So not single my company, which even I know  
7     200 company. Every company was going down  
8     (indiscernible). Which company has 200 truck, now  
9     they have only 40 truck, because trucking company  
10    expense is too much. We are not making the money.  
11    We are putting the money from the pocket. Same  
12    thing, CWB line -- \$4.2 million, we putting in the  
13    trucking.

14    629                     Q.     Did you sell those trucks?  
15    Your fleet went down from --

16                             A.     (without Interpreter) No, no.

17    630                     Q.     -- 65 to 35?

18                             A.     (without Interpreter) There  
19    was no any paid vehicle. All lease. Which -- the  
20    eight or ten, that vehicle -- that's paid off.  
21    That's very old. That's not what...

22    631                     Q.     Did you give them back to  
23    the leasing company? You gave up the leases?

24                             A.     (without Interpreter) No,  
25    that's paid off. Why I need to give them paid-off?

1     632                   Q.    I'm just trying to figure  
2     out what happened to the vehicles that you no  
3     longer had in 2024.   So --

4                           A.    (without Interpreter) That --  
5     no, that vehicle, we gave them back.   They send --  
6     because we are behind the payment.   They send the  
7     bailiff, and they take it back.

8     633                   Q.    (without Interpreter) When  
9     did they do that?

10                          A.    (without Interpreter) All the  
11     time when they get the chance.   Sometimes on the  
12     road, sometimes come to our yard when we aren't  
13     there.   They take it.   It's not one time they took  
14     everything.   It's, like, sometime -- they came all  
15     the different time.   Sometime nighttime they came.  
16     They took six, seven trailer.   All bailiff guy,  
17     they took it -- the leasing vehicle.

18     634                   Q.    Just confirming that the  
19     notice of examination includes a request for  
20     production of all documents, including but not  
21     limited to releases indicating that trucks,  
22     trailers, and other vehicles were returned or  
23     repossessed by the leasing parties.

24                           A.    (without Interpreter) Yes.  
25     The bailiff -- bailiff.   Okay.

1     635                     Q.     We've asked you for those  
2     documents.

3                             MS. CARUSO:     I'd also like an  
4     undertaking for a complete list of all the vehicles  
5     that were owned or leased by AMG Global for 2023  
6     and 2024.

7     U/T                     MR. JASWAL:     Yes.

8                             BY MS. CARUSO:

9     636                     Q.     You mentioned that some of  
10    the vehicles were being stored at the property at  
11    Guelph Line.   Where else would AMG Global store its  
12    vehicles?

13                            A.     (without Interpreter) Only  
14    our yard, 425 Gibraltar, and with the empty  
15    trailer, all that, that would be stored on the  
16    Guelph Line.   Other than that, we don't have  
17    any yard.

18    637                     Q.     When did AMG Global start  
19    storing vehicles at the Just Trux location?

20                            A.     (without Interpreter) Just  
21    Trux -- he was our mechanic, too, and bailiff.   The  
22    -- whenever we need a repair, we deliver it there  
23    and bring them back.   Always exchanged the vehicle,  
24    so I can say the -- mostly, my paid-off vehicle,  
25    that's not usable -- it's need a repair.   So when

1 my -- this yard, it's now -- I have no control.  
2 It's already sold. So a month ago, I can say, then  
3 I give them, because he bought the yard in the  
4 Oakville. Just month ago, he bought that.

5 638 Q. He bought a few months ago?  
6 So --

7 A. (without Interpreter) Maybe  
8 one month, I can say. December -- same thing,  
9 December. November or December, he bought it. He  
10 moved in that summer, but he bought that property  
11 maybe in October or November. He was already move  
12 there, but fully he moved in the December or -- end  
13 of December. Mississauga terminal, he has that no  
14 more. He already left -- leave.

15 639 Q. Do you know the address of  
16 the Mississauga terminal?

17 A. (without Interpreter) His?

18 640 Q. Yeah, his old Mississauga --

19 A. (without Interpreter) Yeah.

20 641 Q. What is it?

21 A. (without Interpreter) I  
22 have -- I know the road name, Lorimar, but I don't  
23 know the number.

24 642 Q. How do you spell the name?

25 A. (without Interpreter) L-O-R-

1 I-M-A-R, Lorimar Drive, but when you put in the  
2 Google "Just Trux," you can find the address.

3 643 Q. Have you or any other  
4 employee of AMG Global ever leased a personal  
5 vehicle under AMG Global's name?

6 A. (without Interpreter)  
7 Personal, like, a car?

8 644 Q. Like a car that you would  
9 drive?

10 A. (without Interpreter) Yes,  
11 yes, yes.

12 645 Q. How many?

13 A. (without Interpreter) Three,  
14 I think. Escalade, Bentley, and one was Brabus.

15 646 Q. What was the last vehicle?

16 A. (without Interpreter) It's  
17 Mercedes car -- Brabus.

18 647 Q. Mercedes. Okay.

19 A. (without Interpreter) Yeah.  
20 That all three was leased, not loan -- not under my  
21 name. Just was leased, and they are returned them  
22 back. I'm from Montreal company. His name --  
23 what's called, that company? We give them back.

24 648 Q. Is it Paul Motor Leasing?

25 A. (without Interpreter) Paul

1 Motor.

2 649 Q. Were those vehicles that  
3 you drove?

4 A. (without Interpreter) That  
5 time, yeah, I do. My family drove that time, my  
6 daughter, but we didn't make a payment on there on  
7 time, and we returned them. Yeah.

8 650 Q. Do you recall when those  
9 lease agreements were entered into?

10 A. (without Interpreter) Oh,  
11 when I bought -- almost in -- the Mercedes was two  
12 years ago, in the March. Yeah, two years ago.  
13 Escalade, almost after three, four months, and  
14 Bentley is recently, I can say. October, because  
15 that time, I want to give to my daughter that,  
16 because she went to the university, but suddenly  
17 everything's happened, and we are not making  
18 payment on time and give them back.

19 MS. CARUSO: Can I have an  
20 undertaking for a copy of the lease agreements for  
21 the Escalade, Bentley, and Mercedes vehicles?

22 MR. JASWAL: You should have  
23 copies of those. Right?

24 THE WITNESS: (without  
25 Interpreter) Yes, we have.

1 U/T MR. JASWAL: Yes.

2 BY MS. CARUSO:

3 651 Q. What happened to the  
4 vehicles when -- by vehicles, I mean the trucks and  
5 trailers, when AMG Global ceased its business  
6 operations?

7 A. (without Interpreter) Can you  
8 repeat? What happened with the vehicle?

9 652 Q. What happened with the  
10 vehicles? Where did they go?

11 A. (without Interpreter) Yeah,  
12 with the leasing company, if we didn't -- same  
13 thing, the car. We didn't make a payment almost  
14 four, five months, so they send the bailiff, and  
15 they took it.

16 653 Q. Were any of the --

17 A. (without Interpreter) And  
18 some of them returned -- the same thing, CWB Bank,  
19 Canadian Western Bank, we returned them back when  
20 the BDO came. The same day, bailiff, December 4th  
21 and December 5th. Six to seven drivers returned  
22 back two trucks, and because I have to -- have to  
23 clear their yard, because that was sold. Right?  
24 So then give them back everything.

25 654 Q. Were any of those vehicles

1 sold?

2 A. (without Interpreter) Which?

3 655 Q. AMG's vehicles?

4 A. (without Interpreter) No.

5 It's on the lease. How we can sell this one?

6 656 Q. I'm going to show you a

7 document. This is from the Ministry of

8 Transportation, and it is a search for the history

9 for the registration identification number

10 184721081.

11 A. (without Interpreter) Yeah,

12 that's my company RIN number.

13 657 Q. This is one of the -- what

14 are called RINs, for AMG?

15 A. (without Interpreter) Yeah.

16 AMG RIN, yeah.

17 658 Q. Is it correct that this

18 would include a list of registrations for all

19 vehicle identification numbers for vehicles that

20 are owned or leased by AMG Global?

21 A. (without Interpreter) I can

22 check on that, but yeah, I had almost more than 100

23 truck and trailer. If that truck -- your

24 question -- that transferred to another company or

25 what? What's your question?

1     659                   Q.     Would this reflect all of  
2     the vehicles --

3                           A.     (without Interpreter) Yeah,  
4     it was -- it was --

5     660                   Q.     Let me just finish so you  
6     understand what I'm asking.

7                           A.     (without Interpreter) Okay.

8     661                   Q.     Does this list reflect all  
9     of the trucks and trailers and other vehicles that  
10    were registered to AMG Global?

11                          A.     (without Interpreter) Mm-hmm.

12    662                   Q.     If you look at the first  
13    page of this printout, you can see there's a  
14    heading called "Inactive plates and vehicles."

15                          A.     (without Interpreter) Yes.

16    663                   Q.     Do you see that?

17                          A.     (without Interpreter) Yeah.

18    664                   Q.     Do you know what that means?  
19    Why there would be a list of inactive plate and  
20    vehicles on this list?

21                          A.     (without Interpreter) Yeah.  
22    If my company is no more longer, so we inactive  
23    that plate, because if we return like this -- if,  
24    like, any leasing company, anything -- if we return  
25    them with our vehicle plate -- right? If they hit

1 anybody in the road, anything is stolen, anything,  
2 it will be on my name. That's why we inactive all  
3 plates. Yeah.

4 665 Q. So AMG Global would have  
5 taken steps, then, to change the registration --

6 A. (without Interpreter) Change  
7 the --

8 666 Q. -- to inactive?

9 A. (without Interpreter)  
10 Inactive, yes.

11 667 Q. Do you know when that  
12 occurred?

13 A. (without Interpreter) Huh?

14 668 Q. Do you know when that would  
15 have occurred?

16 A. (without Interpreter) The  
17 same time, December or -- November, December.

18 669 Q. November or December of  
19 2024?

20 A. (without Interpreter) Yeah.  
21 November, December, or maybe -- yeah, maximum  
22 December. October, November, December. Yeah.

23 MS. CARUSO: I will mark the  
24 search for RIN 184721081 as Exhibit DD.

25 EXHIBIT DD: Ministry of



1 four trailer. Trailer or local vehicle who is not  
2 going to USA.

3 675 Q. Okay, and then the RIN that  
4 ends in 608, this is for all of the trucks that  
5 would go over into the US?

6 A. (without Interpreter) Yes.  
7 Yeah.

8 676 Q. It looks like, on this list,  
9 there are some inactive plates and vehicles,  
10 similar to the other one?

11 A. (without Interpreter) Same  
12 thing. We have to inactive the plates, because if  
13 anybody use the vehicle, the police will be saying,  
14 "Okay, that's your vehicle." It's inactive.  
15 That's our responsibility. Done.

16 MS. CARUSO: I will mark the RIN  
17 search results for 187029608 as Exhibit EE.

18 EXHIBIT EE: Ministry of  
19 Transportation search for RIN  
20 187029608

21 BY MS. CARUSO:

22 677 Q. Does AMG Global have any  
23 other RIN numbers?

24 A. (without Interpreter) No,  
25 only two RIN numbers.

1     678                   Q.     Only two those?  
2                           A.     (without Interpreter) Yes.  
3     679                   Q.     Has AMG Global registered  
4     under those RINs every single vehicle --  
5                           A.     (without Interpreter)  
6     Every --  
7     680                   Q.     -- that it ever owned or  
8     leased or operated?  
9                           A.     (without Interpreter) Yes.  
10    Every single vehicle.  
11    681                   Q.     Do you know how many have  
12    been registered?  
13                           A.     (without Interpreter) More  
14    than 100.   Almost 105.   All together for both.  
15    682                   Q.     For both VINs -- sorry, both  
16    RINs?  
17                           A.     (without Interpreter) Both  
18    RINs, yeah.  
19                           MS. CARUSO:    I'd like an  
20    undertaking for the RINs -- the registration  
21    identification numbers -- for GFS International,  
22    BJS Transport, and Royal Bhatti Transport.  
23                           MR. JASWAL:    Would you have  
24    access to the RINs for those companies?  
25                           THE WITNESS:   (without

1 Interpreter) Royal Bhatti, I can ask him. BJS --  
2 Royal Bhatti, he's my friend. Right? If he give  
3 me authorization, we can send someone to the  
4 Ministry. I will get. Maybe they have three or  
5 four vehicle, maximum. And my company, I can give  
6 you any time, but BJS, I have to ask the Harmesh,  
7 because I don't have a good relationship with  
8 Harmesh now -- or you can approach him. BJS.  
9 U/T MR. JASWAL: Counsel, we'll make  
10 best efforts.  
11 MS. CARUSO: Yes. Thank you.  
12 THE WITNESS: (without  
13 Interpreter) AMG and Royal Bhatti is no problem. I  
14 can provide you whatever you need.  
15 BY MS. CARUSO:  
16 683 Q. And GFS International, as  
17 well?  
18 A. (without Interpreter) GFS has  
19 no vehicles. Just company.  
20 684 Q. There are no vehicles?  
21 A. (without Interpreter) No  
22 vehicles.  
23 685 Q. So there's no RIN?  
24 A. (without Interpreter) Yeah,  
25 no RIN.

1     686                   Q.     What is AMG Global's  
2     operator status with the US Department of  
3     Transportation?

4                           A.     (without Interpreter) I don't  
5     understand your question.   Status mean?

6     687                   Q.     Does AMG Global have any  
7     type of registration or authorization by the US  
8     Department of Transportation to work in the US, to  
9     drive goods over the border into the States?

10                          A.     (without Interpreter) Yeah.  
11     It's always just permit.   Every single company need  
12     to get the permit.   It's not very special thing  
13     only with me.   So permit guys, they get the permit  
14     for us, the safety guy.

15     688                   Q.     Do you currently --

16                           A.     (without Interpreter) Yes.

17     689                   Q.     Does AMG currently have a  
18     permit?

19                          A.     (without Interpreter) No,  
20     all -- when the company closed, our insurance  
21     inactive.   That permit automatically inactive right  
22     away, within one week.

23     690                   Q.     That would have been some  
24     time in October?

25                          A.     (without Interpreter) Yes.

1     691                     Q.     Of 2024?

2                             A.     (without Interpreter) Yes.

3     692                     Q.     Do you recall -- actually,  
4     sorry. Is it just one permit only for the  
5     business, or were there multiple permits?

6                             A.     (without Interpreter)  
7     Multiple permits. Like all different state, all  
8     different -- like, Michigan, different state. I  
9     need a permit for Michigan. Kentucky, Kentucky  
10    permit. California, California permit, but it  
11    shows only one paid -- all state permit.

12                            MS. CARUSO:    Can I have an  
13    undertaking for the permit documentation from the  
14    US Department of Transportation held by AMG Global?

15                            MR. JASWAL:    Sorry, Counsel, an  
16    undertaking for permit documentation held by --

17                            THE WITNESS:    (without  
18    Interpreter) We have. We can provide. We have all  
19    permit.

20                            MR. JASWAL:    I just want to make  
21    sure I understand.

22                            MS. CARUSO:    Yeah, sorry -- the  
23    permit documentation for any of the permits that  
24    AMG Global held --

25                            MR. JASWAL:    Sure.

1 MS. CARUSO: -- issued by the US  
2 Department of Transportation or an equivalent state  
3 transportation authority.

4 U/T MR. JASWAL: Yes.

5 MS. CARUSO: I'd like an  
6 undertaking for the same permit documentation, but  
7 for GFS International, BJS Transport, and Royal  
8 Bhatti Transport.

9 MR. JASWAL: Would GFS  
10 International have any permitting?

11 THE WITNESS: (without  
12 Interpreter) No, never. No -- just -- trucking  
13 company always has a permit. GFS only brokerage,  
14 so no permit.

15 U/T MR. JASWAL: Counsel, I think,  
16 just given that they're separate, so we'll make  
17 best efforts.

18 THE WITNESS: (without  
19 Interpreter) Every single driver has a book or  
20 binder -- every truck has a permit, so I can  
21 provide you easily when I go. So then I will send  
22 him all permit. They will send you.

23 BY MS. CARUSO:

24 693 Q. Okay. Every truck needs a  
25 permit in addition to AMG Global needing a permit?

1                           A.    (without Interpreter) No, no,  
2   no. Like, every single truck, when they cross the  
3   border, we have to provide them in the binder.

4   694                   Q.    Oh, they have a copy of the  
5   permit?

6                           A.    (without Interpreter) They  
7   have the copy. Yes, yeah.

8   695                   Q.    Are you aware of whether AMG  
9   Global owned or leased any vehicles that are  
10   unencumbered, and by that, I mean that a party like  
11   a bank or a leasing company has not registered a  
12   security interest under the Personal Property  
13   Security Act against that vehicle?

14                        A.    (without Interpreter) No,  
15   every company, if it leased or anything, they  
16   always put the PPSA on.

17   696                   Q.    That wouldn't include the  
18   vehicle that was transferred over -- or the  
19   vehicles that were transferred over to Royal  
20   Bhatti. Correct?

21                        A.    (without Interpreter) That  
22   vehicle is for local only. That's only trailer.  
23   So trailer is a different RIN that has no permit to  
24   USA.

25   697                   Q.    Sorry, I'm asking about the

1 Personal Property Security Act --

2 A. (without Interpreter)

3 Personal Property -- that's --

4 698 Q. -- question that I asked you  
5 just now about the security interests that were  
6 registered --

7 A. (without Interpreter) No, no,  
8 no. Now I don't need to put that. If I need to  
9 sell any one or lease, then I need to put our PPSA.  
10 Otherwise, I can sell to anyone. Now there is no  
11 PPSA. That belongs to me now. I own that vehicle.

12 699 Q. Right. So does AMG Global  
13 own or lease any vehicles for which someone has not  
14 registered a PPSA interest?

15 A. (without Interpreter) No, no.  
16 We never lease to anyone. That's vehicle already  
17 there. If I need -- same thing, if I'm leasing  
18 company, then I need to give to someone else,  
19 because if I give them like this, he can sell the  
20 vehicle. Right? Before that thing, I have to put  
21 the PPSA, but that old vehicle not driveable.  
22 Right? So I didn't put any PPSA on it.

23 700 Q. The vehicles that were  
24 transferred to Royal Bhatti --

25 A. (without Interpreter) Yes.

1       701                   Q.    Did a party register a  
2       security interest against those vehicles?

3                           A.    (without Interpreter) No.  
4       Maybe I don't understand your question.

5                           MR. JASWAL:    Counsel, from my  
6       understanding, and correct me if I'm wrong, the  
7       ones that were transferred to Royal Bhatti were  
8       already fully paid for.

9                           THE WITNESS:    (without  
10      Interpreter) It's fully paid.   Yes.

11                          MR. JASWAL:    There were no  
12      outstanding security interests --

13                          THE WITNESS:    (without  
14      Interpreter) There's no --

15                          MR. JASWAL:    -- or encumbrances  
16      on them.

17                          THE WITNESS:    (without  
18      Interpreter) Yeah.

19                          MS. CARUSO:    Okay.   Thank you.

20                          BY MS. CARUSO:

21       702                   Q.    What about the truck that's  
22      being stored at the Just Trux lot?   Do you know if  
23      a party has registered a security interest against  
24      that truck?

25                           A.    (without Interpreter) That's

1 the leasing company? Yes, 100 percent, they put  
2 the PPSA on it. Yeah.

3 703 Q. That was which leasing  
4 company, again, sorry?

5 A. (without Interpreter)  
6 Daimler, if -- paid-off vehicle you're talking  
7 about?

8 704 Q. The one that's being stored  
9 at the Oakville location --

10 A. (without Interpreter) Yes.

11 705 Q. -- of Just Trux?

12 A. (without Interpreter) No,  
13 there is no PPSA.

14 706 Q. No PPSA.

15 A. (without Interpreter) That's  
16 fully paid off vehicle.

17 707 Q. Okay.

18 A. (without Interpreter) Yes.

19 708 Q. I'm going to show you a  
20 letter. This is a letter dated December 6, 2024,  
21 from your lawyer addressed to Mr. Chochla.

22 A. (without Interpreter) Mr. --  
23 our lawyer?

24 MR. JASWAL: Yeah, this is from  
25 my office.

1 THE WITNESS: (without  
2 Interpreter) Okay.

3 BY MS. CARUSO:

4 709 Q. If you turn the page over,  
5 you can see that there are a number of proof of  
6 ownership documents that have been appended to the  
7 letter.

8 A. (without Interpreter) Okay.  
9 Yeah. What's your question?

10 710 Q. Did you provide your lawyer  
11 with these proof of ownership documents?

12 A. (without Interpreter) That  
13 vehicle, we already give them back to BDO --  
14 driver.

15 711 Q. I understand, but I'm asking  
16 where did these ownership documents come from. Did  
17 you give them to your lawyer?

18 MR. JASWAL: Counsel, they were  
19 received by the client, yes.

20 THE WITNESS: (without  
21 Interpreter) Yes.

22 BY MS. CARUSO:

23 712 Q. Where did you find those  
24 ownership documents?

25 A. (without Interpreter) Me?

1       713                   Q.    Yes.

2                           A.    (without Interpreter) When I  
3   gave to BDO?

4       714                   Q.    You would have had to locate  
5   them before you could give them to your lawyer, so  
6   where were they located?

7                           A.    (without Interpreter) 425  
8   Gibraltar Drive, when they came December 4 to my  
9   office.

10       715                  Q.    They were in the office at  
11   425 Gibraltar?

12                          A.    (without Interpreter) Yes,  
13   yeah.

14       716                  Q.    Does AMG Global have proof  
15   of ownership for any other vehicles that it owns?

16                          A.    (without Interpreter) No,  
17   because -- they asking for the CW, what vehicle.  
18   Otherwise, leasing -- the different company. They  
19   already took by bailiff. So these old vehicles  
20   were at my yard, seven to eight dry van and other,  
21   and that ownership, I had, and I provided them all  
22   ten ownership, original ownership. This is just  
23   copy. Right? And we provide -- we send the --  
24   these vehicle. You can ask them. We already sent  
25   all that. These vehicle already -- I already --

1 maybe two left. One is on the Laredo, so seven to  
2 eight of these vehicle, we already give them back,  
3 send them to BDO that day.

4 717 Q. Right. I'm asking just  
5 about the ownership documents.

6 A. (without Interpreter)  
7 Ownership, that day, were in my -- 425 Gibraltar,  
8 my office.

9 718 Q. Okay. After AMG Global had  
10 to vacate that office, where did the ownership  
11 documents go?

12 A. (without Interpreter) These  
13 ownership?

14 719 Q. Yeah, and all the ownership  
15 documents for any vehicle --

16 A. (without Interpreter) My  
17 house. My house.

18 720 Q. Your house?

19 A. (without Interpreter) Yes.  
20 Yeah.

21 MS. CARUSO: I'd like an  
22 undertaking, to the extent that it's not already  
23 covered by the notice of examination, to produce  
24 all of the ownership documents for any trucks,  
25 trailers, or other vehicles owned by AMG Global.

1 U/T MR. JASWAL: Yes.

2 BY MS. CARUSO:

3 721 Q. We were discussing insurance  
4 earlier today. With which insurance providers did  
5 AMG Global have insurance policies?

6 A. (without Interpreter) Broker  
7 name is Five Star Insurance. Five Star Insurance  
8 Broker.

9 722 Q. Were all of the trucks and  
10 trailers and vehicles insured with insurance  
11 policies through Five Star?

12 A. (without Interpreter) Yes.

13 723 Q. Does AMG Global have copies  
14 of those insurance policies?

15 A. (without Interpreter) Yes.  
16 Yes.

17 724 Q. Where are those located?

18 A. (without Interpreter) That  
19 original copy I have my house, and the copy  
20 is -- the copy is -- every single truck, they have  
21 the insurance in the binder.

22 MS. CARUSO: We've requested  
23 production of those insurance documents in the  
24 notice of examination. I will mark the letter from  
25 Dhanbir Jaswal dated December 6, 2024, as Exhibit

1 FF.

2 EXHIBIT FF: Letter from  
3 Dhanbir Jaswal to Dylan  
4 Chochla dated December 6,  
5 2024

6 BY MS. CARUSO:

7 725 Q. Did AMG Global ever put its  
8 logo on vehicles that were owned by subcontractors?

9 A. (without Interpreter) AMG  
10 Global put the logo to other vehicle or --

11 726 Q. Yeah, so, for example, if  
12 AMG Global was working with an owner-operator,  
13 someone who owned their own truck, but they were  
14 running shipments for AMG Global, would AMG Global  
15 put a skin of its logo on the truck?

16 A. (without Interpreter) Yes,  
17 sometimes. But not all the time. Very rare.

18 727 Q. Rarely?

19 A. (without Interpreter) Yes.

20 728 Q. How often would you say  
21 you'd do that?

22 A. (without Interpreter) I can  
23 say, in a year, maybe three to four times. That's  
24 it.

25 729 Q. Three to four times in a

1 year?

2 A. (without Interpreter) Yes.

3 730 Q. Do you know which  
4 subcontractors you would have done that with?

5 A. (without Interpreter) Yes.

6 His name -- company name Transcon.

7 731 Q. Can you spell that?

8 A. (without Interpreter) Three  
9 or four, because mostly my dispatch dealing with  
10 the company. You know, why we need to put the  
11 logo? Because that broker only pay us, so when  
12 they deliver to that place, if they know a  
13 different company is coming, they are not paying  
14 us. That's why we put our logo, just temporary  
15 logo, just -- not (indiscernible). It's kind of  
16 metal. We put on the door, and they deliver the  
17 stuff. Transcon?

18 732 Q. Yes, how do you spell that?

19 A. (without Interpreter) Company  
20 Trans -- T-R-A-N-S, Transcon. Another one, LD  
21 Trans Line. L-D -- this is one company, Transcon,  
22 and second company name, LD Trans Line. So three  
23 to four company.

24 733 Q. Sorry, I still haven't  
25 understood the name of the first one. Transcore?

1 A. (without Interpreter) Con.

2 T-R-A-N-S-C-O-N. Transcon.

3 734 Q. C-O-N, okay.

4 A. (without Interpreter) And

5 second company name, L-D, LD Trans Line.

6 735 Q. LD Trans Line?

7 A. (without Interpreter) Yes.

8 MS. CARUSO: Okay. Can I have an

9 undertaking for the contact information for

10 Transcon and LD Trans Line?

11 THE WITNESS: (without

12 Interpreter) LD Trans Line still exists in the

13 business. Transcon is shut down there, too,

14 because of bad thing -- yeah.

15 U/T MR. JASWAL: Counsel, what we'll

16 do is we'll provide you with an undertaking for the

17 last-known contact information for the two

18 entities.

19 MS. CARUSO: Thank you. I'd also

20 like an undertaking for a list of the VINs for

21 those vehicles that were owned by subcontractors

22 but for which AMG Global had put its logo on those

23 vehicles.

24 MR. JASWAL: Would AMG have a

25 record of the VINs of the logos that -- the trucks

1     that it put its logo on?

2                             THE WITNESS:     (without  
3     Interpreter) No, we don't have a record.   It's only  
4     rare, very -- like, two or three times we need that  
5     thing.   Otherwise, we using only our trucks, so I  
6     don't have a record for that thing, but I can give  
7     you the company.   You can ask them.

8     U/T                     MR. JASWAL:     Counsel, what we'll  
9     do is we'll inquire with the subcontractors to see  
10    if they'll disclose the VINs, and if not, we'll  
11    provide their last-known contact information.

12                            MS. CARUSO:     Okay.

13                            BY MS. CARUSO:

14    736                     Q.    Did any of the  
15    subcontractors ever store their vehicles on AMG  
16    Global's property?

17                            A.    (without Interpreter) No.

18    737                     Q.    Did AMG Global ever put a  
19    logo of a different business on one of the vehicles  
20    that AMG Global owned or leased?

21                            A.    (without Interpreter) No.

22    738                     Q.    Has AMG Global ever put a  
23    GFS logo on any of the vehicles that it owned or  
24    leased?

25                            A.    (without Interpreter) No.

1     739                   Q.     Does AMG Global have any  
2     capital assets, other than trucks, trailers, or  
3     vehicles?

4                           A.     (without Interpreter) No, we  
5     don't have any, yeah.

6     740                   Q.     Have you told me everything  
7     you know about the ownership and leasing of  
8     vehicles by AMG Global and its capital assets?

9                           A.     (without Interpreter) That's  
10    all, whatever I already mentioned. Other than  
11    that, we don't have any asset or...

12    741                   Q.     After this examination, if  
13    you recall or otherwise obtain information about  
14    the ownership and leasing of vehicles by AMG Global  
15    or its capital assets, will you undertake to  
16    provide us with that information?

17                           A.     (without Interpreter) Yes,  
18    100 percent.

19                           MS. CARUSO:   This might be a good  
20    time to take a short afternoon break.

21                           MR. JASWAL:   Sure.

22    --- Upon recessing at 3:08 p.m.

23    --- (THE INTERPRETER IS EXCUSED)

24    --- Upon resuming at 3:29 p.m.

25                           BY MS. CARUSO:

1     742                   Q.    I'm going to show you an  
2     Excel spreadsheet, and we received this Excel  
3     spreadsheet from your lawyer on December 20th,  
4     2024. Do you recognize this document?

5                           A.    Yes. We provided it.

6     743                   Q.    Yes, your lawyer gave that  
7     to us.

8                           A.    Oh, yeah. Okay. Yes, yeah.

9     744                   Q.    You'll see that there are a  
10    number of columns in the spreadsheet, the column on  
11    the furthest right-hand side says, "Location/AMG  
12    Comments."

13                          A.    Mm-hmm.

14    745                   Q.    Did you complete that column  
15    in the spreadsheet?

16                          MR. JASWAL:    Sorry, Counsel,  
17    you're talking about the "Location/AMG Comments"?

18                          MS. CARUSO:    Yes.

19                          MR. JASWAL:    The information was  
20    provided to our office, and we -- if it was  
21    outstanding, we confirmed over the phone, but the  
22    information was received from AMG.

23                          THE WITNESS:    Yes. We provide  
24    that information to our lawyer. Yes.

25                          BY MS. CARUSO:

1     746                   Q.    What information did you use  
2     to complete this column in the spreadsheet?

3                           A.    According to my big yard,  
4     right, it was the -- first BVD guy, returned to  
5     BVD.

6     747                   Q.    According to what chart?

7                           A.    No, according to -- I don't  
8     know how I can explain. This return to BVD, return  
9     to BVD, yes. Our driver, that time, we returned  
10    them back.

11    748                   Q.    Did you contact drivers to  
12    ask them where the vehicles were?

13                           A.    No, BDO -- sorry, we return  
14    to BDO. Yeah.

15    749                   Q.    I'm not asking about one in  
16    particular right now. I will go through them, but  
17    just generally speaking, how did you know where the  
18    vehicles were? What information did you use to  
19    determine what to put in this column?

20                           A.    Which information? Yeah, so  
21    if -- when the -- if we go with the first three,  
22    BDO came to our -- my address. We returned them  
23    back. The first three vehicle -- right? Returned  
24    to BDO, returned to BDO. I was just --

25    750                   Q.    I think the second and third

1 say, "Returned to BVD."

2 A. BVD. That's --

3 MR. JASWAL: BVD is second and  
4 third.

5 THE WITNESS: Yes. We turned  
6 them. It's not now. Long time ago. Six, seven  
7 month, eight month ago.

8 BY MS. CARUSO:

9 751 Q. How did you know that those  
10 BVD vehicles were returned to BVD? Did you have --

11 A. Because they're --

12 752 Q. -- some documents or --

13 A. No, they never signed any  
14 document. They have a yard in the Brampton,  
15 Goreway and Queen area. They send us address, and  
16 they're a security -- security gate. When they  
17 entered, they call us, and we confirm then, okay,  
18 they see our vehicle. We returned them. The  
19 security guard -- if anybody go there, they have to  
20 call on the speaker phone, and they gave -- they  
21 provide this address, and we dropped there -- two  
22 our driver.

23 753 Q. Just so I understand  
24 correctly, your office was in contact with BVD.  
25 They told you where to drive the vehicles to?

1                           A.    Yes.  Yeah, yeah.  Some of  
2   vehicle, their bailiff, they taken.  Some of, we  
3   delivered there.

4   754                    Q.    Did you review any type of  
5   GPS tracking system or other documents in order to  
6   determine where the vehicles were located?

7                           A.    We had GPS, everything.  I  
8   told you, like, three, four month, we didn't make a  
9   payment.  They closed our account.

10   755                   Q.    So you didn't have access to  
11   the GPS system?

12                           A.    Right now?  No.  Before, that  
13   time, yeah, we had.

14   756                   Q.    But when you were gathering  
15   the information to include in this spreadsheet, did  
16   you have access to the GPS system?

17                           A.    That time, yes, we have.  
18   Yeah.

19   757                   Q.    Did you work with anyone  
20   else to determine the location of the vehicles to  
21   prepare these comments for the spreadsheet?

22                           A.    Work with the --

23   758                   Q.    Anyone else from AMG Global,  
24   for example?

25                           A.    Yeah, I called to the -- my

1 supervisor, like, a dispatch guy, Inderjit Walia.  
2 He came that day, and he helped me to send the  
3 e-mail to our lawyer, because mostly, their guys  
4 handling all that stuff.

5 759 Q. I believe you gave us his  
6 name earlier.

7 A. Yes, yes. Inderjit Walia.  
8 He is kind of manager of our company that time. He  
9 was taking care all operation.

10 760 Q. Anyone else?

11 A. No, that's it, because  
12 now -- not -- I don't have anything now. He's the  
13 only person. He's good with me. Even he's working  
14 somewhere else that day I call him. He send all  
15 e-mail to our lawyer. Yes.

16 761 Q. Now I'm going to ask you  
17 some specific questions --

18 A. Sure.

19 762 Q. -- about the comments on the  
20 spreadsheet.

21 A. Okay.

22 763 Q. I'm going to refer you to a  
23 number of lines at one point in time and ask you  
24 questions about the comments that have been left  
25 here.

1 A. Okay.

2 764 Q. First, I'm going to ask you  
3 about line 7, 9, 12, 16 to 18 --

4 MR. JASWAL: Counsel, can I  
5 just assume that you're referring to the ones where  
6 it says, "AMG cannot locate the details"?

7 MS. CARUSO: Yes. There's two  
8 very similar sentences throughout the documents,  
9 but yes.

10 BY MS. CARUSO:

11 765 Q. 2022 -- excuse me -- 22 and  
12 34.

13 A. Thirty-four.

14 766 Q. So the responses at those  
15 lines that I've just listed are either:

16 "Has reviewed records and is  
17 not aware of this unit, but  
18 will continue to check" [as  
19 read]

20 Or it states:

21 "AMG cannot locate the  
22 details of this unit and is  
23 unaware, but will continue to  
24 check its records." [as read]

25 What does that mean?

1                   A.    It's mean, like -- our GPS  
2    account was closed. Right? So mostly, all  
3    trucking company and we, we exchange that truck and  
4    trailer with other company, too. Sometimes they're  
5    using our trailer. Sometimes we using their  
6    trailer. So that's why -- we don't have our GPS  
7    tracker right now. That's why we didn't -- yeah.  
8    And when are we not paying that amount on time our  
9    driver, some of the driver -- this is  
10   (indiscernible). They took it, and they never pick  
11   it up, phone, because I owe them money. So that's  
12   why whatever -- we're saying, we cannot locate  
13   them. Maybe our driver who not getting paid, they  
14   took it. Yeah.

15                   MS. CARUSO:   Can I have an  
16   undertaking for the list of the other companies  
17   with whom AMG Global has exchanged trucks and  
18   trailers?

19                   MR. JASWAL:   Counsel, just to  
20   confirm, an undertaking for a list of other  
21   companies that AMG has exchanged either trucks or  
22   trailers?

23                   MS. CARUSO:   Yes.

24   U/T             MR. JASWAL:   Yes.

25                   MS. CARUSO:   And the contact

1 information for those companies, please.

2 U/T MR. JASWAL: Yes. Yeah.

3 MS. CARUSO: I'd also like an  
4 undertaking for a list of any of the unpaid truck  
5 drivers, as well as their contact information.

6 U/T MR. JASWAL: We'll give you an  
7 undertaking for the list of the unpaid truck  
8 drivers. Most of them are incorporated drivers, so  
9 we'll give you the -- I guess, the entity name and  
10 the representative and their contact information,  
11 of course.

12 BY MS. CARUSO:

13 767 Q. Okay. Other than these  
14 companies with whom you've maybe exchanged trucks  
15 and trailers and the unpaid drivers, who else would  
16 have knowledge of where those units are?

17 A. No, that's all. It's three  
18 or four truck or trailer. Other -- other vehicle,  
19 I already explained. They taken by bailiff or  
20 this -- three, four, because right now, we don't  
21 have a GPS. Right? Otherwise, if we had, we can  
22 tell you right away, this trailer is sitting there,  
23 there, then we can drive it and we can return them  
24 back. Yeah.

25 768 Q. I understand. Right now,

1 I'm going to ask you questions about a lot of the  
2 lines in this spreadsheet. For now, I'm only  
3 asking about the lines where you have said that AMG  
4 Global has reviewed its records and is unaware or  
5 they can't locate the details.

6 A. Yes.

7 769 Q. Just so that I ensure you --

8 A. Okay.

9 770 Q. -- understand my question.

10 Since providing this spreadsheet to us, have you  
11 been able to locate any further information about  
12 those vehicles?

13 A. No.

14 771 Q. What steps have you taken to  
15 locate those units or to locate any details about  
16 those units?

17 A. Honestly, even I didn't try,  
18 because I had only that yard. They already took  
19 it. They sold to someone. If -- I'm not going to  
20 office now. Right? So even you can say I didn't  
21 try or -- I have no access to how to find that.

22 772 Q. When you say they sold the  
23 yard, you're referring to landlord at 425?

24 A. They sold the yard to  
25 someone, yes.

1     773                   Q.    Now I'm going to ask you  
2     about --

3                         A.    Only thing, I can do the  
4     police report.  If you need, I can tell them we  
5     lost that vehicle.  I can do only that.  I can  
6     make --

7     774                   Q.    Did you say --

8                         A.    -- a report to police, yeah.

9     775                   Q.    -- a police report?

10                        A.    If you want, I can -- we can  
11    put this vehicle missing.  I can do only that  
12    thing.

13    776                   Q.    Have you reported any  
14    vehicles missing?

15                        A.    No.  No, no, no.

16    777                   Q.    Have you reported any  
17    vehicles as missing to your insurance company?

18                        A.    No, it's -- no.  My insurance  
19    policy is cancelled now.  Right?  It's not active.

20    778                   Q.    When were the policies  
21    cancelled?

22                        A.    July, August -- before,  
23    because September, we shut off the operations --  
24    September.  Maybe in the July, because we didn't  
25    make a payment.  So all vehicle was actually

1 running without insurance, to be honest, because I  
2 didn't make a payment, but I got a letter -- the  
3 registered mail, late.

4 779 Q. You made what late?

5 A. Registered mail from  
6 insurance. I didn't check the home. I got that  
7 letter, but I have no -- I had no choice at that  
8 time, so whatever the vehicle was running without  
9 insurance. Insurance cancelled two, three months  
10 before.

11 MS. CARUSO: Can we have an  
12 undertaking for copies of any documents from the  
13 insurance company indicating that the insurance  
14 policies have been cancelled?

15 U/T MR. JASWAL: Yes.

16 BY MS. CARUSO:

17 780 Q. What's the date that you  
18 first learned that those vehicles were missing?

19 A. When I notice?

20 781 Q. Yeah.

21 A. Oh, I never notice. You send  
22 me the list. That's why we checking whatever  
23 vehicle in the record, whatever that took the  
24 bailiff, and that's why we -- but this vehicle, I  
25 never noticed. You send us the list, then we

1     checking.

2     782                   Q.    Then you started checking?

3                           A.    Yeah.   Yeah.

4     783                   Q.    That's when you realized you  
5     didn't --

6                           A.    Yes.

7     784                   Q.    -- know where it was?

8                           A.    Yes.

9     785                   Q.    Are there any vehicles that  
10    are subject to an unpaid insurance claim?

11                          A.    Any vehicle insurance claim?  
12    Like, an insurance not paid yet us?

13    786                   Q.    Yeah, for an unpaid  
14    insurance claim for the vehicles?

15                          A.    No, it's -- they paid all.  
16    There never any accident, any involve anything. We  
17    got all the claim.

18    787                   Q.    It was paid?

19                          A.    Yes.

20    788                   Q.    Okay. I'm going to ask you  
21    some questions now about all of the lines in the  
22    spreadsheet that say:

23                                    "Last-known address was at  
24                                    Vintage Logistics located at  
25                                    18714 West Peak Road, Laredo,

1 Texas" [as read]

2 Just for your reference, it's  
3 lines 27, 29 to 30, 74, and 78 to 82.

4 MR. JASWAL: Sorry, Counsel, what  
5 was the last one? I have 77 to -- oh, did you say  
6 74?

7 MS. CARUSO: Yeah, 74.

8 MR. JASWAL: Got it.

9 MS. CARUSO: And then 78 to 82,  
10 which --

11 MR. JASWAL: Got it.

12 BY MS. CARUSO:

13 789 Q. Yes. Why were those  
14 vehicles in Texas at that location?

15 A. As I mentioned you before, we  
16 had a terminal -- not terminal, rent -- parking  
17 rent. I mentioned you before in the -- about  
18 Vintage, too, because mostly, I do the USA to  
19 Canada, Canada to -- so whatever we load doing, we  
20 have to drop the empty trailer there, and we --  
21 almost eight to ten trailer always there in the  
22 pool. So our driver go there, drop load, pick up  
23 empty, and load it and back again. That's why  
24 they -- all trailer is there. Yes.

25 790 Q. How did you know that that's

1 the last-known location of those vehicles?

2 A. Last location?

3 791 Q. How did you know that that  
4 was the last-known location?

5 A. I don't understand. What do  
6 you want to try to say?

7 MR. JASWAL: I can translate, but  
8 it's up to you.

9 MR. CHOCHLA: Go ahead.

10 MS. CARUSO: Yeah, you can --  
11 that's fine.

12 MR. CHOCHLA: As long as you're  
13 telling me that you're doing it verbatim, that's  
14 fine.

15 MS. JASWAL: Yeah.

16 THE WITNESS: You have a board  
17 like this. We always write down there, this  
18 trailer is there, this trailer is there.

19 BY MS. CARUSO:

20 792 Q. Okay. You have a  
21 whiteboard --

22 A. Whiteboard.

23 793 Q. -- that you write where all  
24 of the --

25 A. Not me, dispatchers write it.

1     794                   Q.    The dispatchers write  
2     where --

3                           A.    Yeah, yeah.   Yes.

4     795                   Q.    -- all of the trailers are?

5                           A.    Yes, and they have a -- and  
6     they using the -- what's -- Google sheet, too.  
7     They put in there, these vehicles there. All my  
8     dispatchers, whatever, they -- everybody know where  
9     is the vehicle. They use the Google sheet. They  
10    mention on the Google sheet and the whiteboard  
11    which vehicle, like, if not in the Canada, we drop  
12    in the USA. That's why I know these vehicles were  
13    there.

14    796                   Q.    Where is that whiteboard  
15    located now?

16                           A.    Now it's -- now is no  
17    whiteboard. This company -- my yard address,  
18    it's -- we moved from there. Right? They sold the  
19    property. Yeah.

20    797                   Q.    Did you have --

21                           A.    That whiteboard, before, in  
22    our office where dispatch sitting. Yeah.

23    798                   Q.    Did you have access to that  
24    whiteboard when you were reviewing this  
25    spreadsheet?

1                           A.    Yeah, it's always front of  
2   us.  Yeah.  It's the same thing like we sitting  
3   now, when we were doing the dispatch booking the  
4   load, it's always there.  We write down the --  
5   if -- let's say, we doing Montreal, too.  Right?  
6   We write down that this vehicle in the Montreal  
7   yard, Laredo yard, or these vehicle in the --  
8   what's it called?  Guelph Line.  We always write on  
9   there.  Yeah.

10   799                   Q.   We gave this spreadsheet to  
11   your lawyer in December of 2024.

12                           A.   Okay.

13   800                   Q.   I had understood that the  
14   business closed in October.

15                           A.   Yeah.

16   801                   Q.   You told me the whiteboard,  
17   it's gone, because the business is no longer in  
18   operation.

19                           A.   Yeah, if -- for right now, I  
20   don't have that yard.  How we can keep the board  
21   there?

22   802                   Q.   Right.  So did you have  
23   access to that whiteboard in December?

24                           A.   December 4th?  No, before  
25   December 4th, and then that -- November 15th, we

1 still have -- because when they came in the  
2 December 4th, I use only one room, small room, when  
3 we came. Before, we have all building, like a big  
4 office there. After that, they gave to someone  
5 else, and the landlord, and I requested them put a  
6 small office, like a one room. The BDO, they came  
7 there. Before in October, September, we have more  
8 employee -- because I was only there. So before,  
9 we have a different office, a big office. That  
10 board was located there. Yeah.

11 803 Q. Did your dispatcher tell you  
12 that those units are located at that lot in Laredo,  
13 Texas?

14 A. Yes, yeah. I was going to  
15 office all the time, too. Right? The board was  
16 clearly -- can see, anyone, and the Google sheet.

17 804 Q. Okay.

18 A. When the -- Inderjit Walia,  
19 the dispatcher name -- when you're asking me all  
20 that thing, he get the access from the Google  
21 sheet, then he's get -- these are vehicles on the  
22 Laredo, these vehicles on the Guelph Line, these  
23 are the Montreal. That's what he doing.

24 805 Q. In December, when AMG Global  
25 received this spreadsheet, your dispatcher,

1 Inderjit --

2 A. Inderjit, he helped me.

3 806 Q. He was able to tell you that  
4 these vehicles are located at that lot.

5 A. Yes, yeah.

6 807 Q. Okay, and there's a Google  
7 spreadsheet --

8 A. Google spreadsheet, yeah.

9 808 Q. Okay. Do you know what  
10 account that Google spreadsheet is linked to?

11 A. No. He knows. I never run  
12 that Google sheet.

13 809 Q. Okay.

14 A. He knows that. I can ask him  
15 the --

16 MS. CARUSO: We'll request an  
17 undertaking for the dispatcher to provide us with  
18 the login credentials for whatever Google account  
19 is linked to this spreadsheet. To the extent that  
20 it's not already covered by the previous  
21 undertakings, we'll also want the contact  
22 information for that dispatcher.

23 MR. JASWAL: The dispatcher was  
24 Inderjit Walia?

25 THE WITNESS: Yes. He's the only

1 person, if I say, he will listen to me. Other  
2 driver, all payment behind, even they are not  
3 picking up my phone. They are sue me in the court.  
4 U/T MR. JASWAL: Counsel, assuming  
5 it's not his personal e-mail or Google account, and  
6 it can be disclosed, then yes. Because you're  
7 asking for login credentials, I don't know what  
8 else is -- you know, where it's stored, but  
9 assuming it's linked to an AMG account, then yes,  
10 of course.

11 MS. CARUSO: I appreciate that,  
12 but to the extent that it has information about the  
13 location of the property of AMG Global, then the  
14 receiver is entitled to access that information.

15 MR. JASWAL: We're happy to  
16 provide it. I just don't want -- you know, I don't  
17 know if I have the ability to provide an answer on  
18 his behalf in terms of his personal credentials.  
19 That's all.

20 MR. CHOCHLA: At least a copy of  
21 the documents --

22 MR. JASWAL: Yes.

23 MR. CHOCHLA: -- that relate to  
24 AMG.

25 MR. JASWAL: Of course.

1 THE WITNESS: We have everything  
2 in my house, so I just came back from Montreal.  
3 Last even days, I was there, so today, I will go  
4 home, so then I will see. Last seven days, I was  
5 not here, so I was to my cousin. I just came last  
6 night, and after that, I -- so I will check. I  
7 will go home, and then I will check.

8 BY MS. CARUSO:

9 810 Q. Earlier, you mentioned -- I  
10 believe you said "Gulf Line."

11 A. Yes, Guelph Line.

12 811 Q. What is Gulf Line?

13 A. The road name -- Guelph Line.

14 812 Q. Oh, are you saying -- oh,  
15 Guelph Line.

16 A. Guelph.

17 813 Q. My apologies. Are there  
18 any -- I thought that was a location in the US.  
19 Are there any other locations in the US that --

20 A. No, that --

21 814 Q. -- AMG would typically store  
22 its vehicles at?

23 A. USA location is 18714 West  
24 Peak Road. Guelph Line is here in the Milton. No,  
25 that's all locations.

1     815                     Q.     That's it --

2                             A.     That's it.

3     816                     Q.     -- for the States?   Okay.

4     Do you have any other information about these  
5     vehicles whose last-known address was at the lot in  
6     Laredo, Texas?

7                             A.     No.   These the only yard we  
8     are using for the renting...

9                             MS. CARUSO:    I'd ask for an  
10    undertaking to make best efforts to obtain updated  
11    information about the location of those vehicles  
12    whose last-known address was at the lot in Laredo,  
13    Texas.

14   U/T                     MR. JASWAL:    Best efforts.

15                             BY MS. CARUSO:

16   817                     Q.     Now I'm going to ask you  
17   about line 11 of the spreadsheet.

18                             A.     Okay.

19   818                     Q.     At line 11, under

20   "Location/AMG Comments," it says:

21                             "Returned to Interpool Inc."

22                             [as read]

23                             A.     Mm-hmm.

24   819                     Q.     What is AMG Global's  
25   relationship with Interpool Inc.?

1                   A.   Interpool is a leasing  
2   company.  It's in the USA.  This one trailer --  
3   actually, it's chassis, and almost last two year,  
4   we never -- more than one and one half year, we  
5   never use as chassis.  That's use less for us.

6   820                   Q.   What is it, sorry?

7                   A.   Chassis.  We put on a  
8   container on it.

9   821                   Q.   Okay.

10                  A.   Chassis.  Because we don't do  
11   the chassis container work, so we done that the  
12   time.  So -- because we doing only reefer and dry  
13   van.

14   822                   Q.   Okay.

15                  A.   Yes.  Interpool is a leasing  
16   company in the USA.

17   823                   Q.   Did they lease this to you?

18                  A.   Yeah, they leased to AMG, but  
19   whose the guy I hired that time -- they guys do the  
20   container or chassis stuff, so he left me, years,  
21   years and -- more than that year.  After that, we  
22   never use that chassis -- one trailer.  Because our  
23   main focus only USA to Canada, Canada to USA.  
24   These chassis mostly used for just local work.  
25   Yeah.

1     824                   Q.     When was it returned to  
2     Interpool?

3                           A.     When I returned? That -- to  
4     the -- giving us to the freight, the third party,  
5     his company named Mitko, they -- they arranging  
6     that product, everything. We didn't return them,  
7     like, directly to Interpool. He knows to Interpool  
8     company, USA, because mostly, he done all that time  
9     that container work. So we just give them to  
10    Mitko, so we didn't return directly to the -- we  
11    don't know about the Interpool directly, because  
12    our one employee, his name Mitko. Right? He was  
13    dealing -- he book the -- he get the chassis behalf  
14    of us.

15    825                   Q.     How do you spell Mitko?

16                           A.     M-I-T-K-O, Mitko. They guy's  
17    living in Ancaster, Ontario.

18                           MS. CARUSO:     Can we have an  
19    undertaking for the contact information for Mitko?

20    U/T                   MR. JASWAL:     Yes.

21                           BY MS. CARUSO:

22    826                   Q.     Do you know where it was  
23    located when it was returned to Interpool?

24                           A.     They -- actually, they living  
25    in the Ancaster, Ontario, but after that, I think

1 they moved to Kenya. So I don't know they still  
2 there, any -- they have a yard or house there, but  
3 they already moved more than a year -- they leave  
4 this country. They moved to the Kenya, because  
5 they have a business in the Kenya, too -- the Mitko  
6 guy.

7 827 Q. They moved to where, sorry?

8 A. Kenya. It's country --

9 828 Q. Oh, Kenya.

10 A. Kenya, yes. Yeah.

11 829 Q. But you don't know where it  
12 was located when Mitko returned it?

13 A. No, because when I knew  
14 them -- mostly I go warehouse and their house.  
15 That was -- I know exactly the city name, Ancaster.  
16 So that's years ago, so I don't know, actually,  
17 the -- mostly, they come to my office to see me. I  
18 went there only one time in my life.

19 830 Q. I'm going to ask you now  
20 about lines 93 and 95.

21 A. "AMG believes" -- "in the  
22 third-party carrier" -- "and will" -- yes, okay.  
23 So these lines -- we already confirmed with the one  
24 carrier. They have Canadian Western Bank one  
25 trailer, and we keep calling them. Sometimes they

1     answer us, sometimes not. They said he's sick. I  
2     told them when the -- when BDO came to our office,  
3     and we know that he was using that trailer. Since  
4     that time, we're calling them, and he's saying,  
5     okay, he will come and return, but still he's  
6     ignoring, and last two weeks, we called them. So,  
7     okay, we have to return this back. So he's making  
8     sure, okay, he will come. One trailer, I know he's  
9     using.

10    831                   Q.    Before I ask you about the  
11    other trailer, which trailer? Is that the one at  
12    line 93 or 95?

13                        A.    I don't know about the VIN  
14    number. I know the unit number. When we go home,  
15    then I will send you it later, but one trailer,  
16    he's using for sure, and we -- that's why we  
17    mentioned in that...

18    832                   Q.    What's the name of that  
19    carrier who you say has that trailer?

20                        A.    Can I ask Walia now, if you  
21    allow me to phone?

22    833                   Q.    We can request an  
23    undertaking for you to provide that information.  
24    That's fine.

25                        A.    Because -- okay.

1 MS. CARUSO: We'd like an  
2 undertaking for the name and contact information  
3 for the carrier who is in possession of the trailer  
4 that Mr. Shoker has discussed, and we'd also, as  
5 part of that undertaking, like confirmation as to  
6 which trailer --

7 THE WITNESS: Only that I know --

8 MS. CARUSO: -- he is in  
9 possession?

10 THE WITNESS: Only that I know he  
11 is the single owner-operator. He has only one  
12 truck, and that's why, that time he request us, he  
13 want to start the work. That's why we give them  
14 this trailer.

15 U/T MR. JASWAL: Sorry, that was a  
16 yes.

17 MS. CARUSO: Thank you.

18 BY MS. CARUSO:

19 834 Q. What about the other unit  
20 that's listed as AMG believing that it's with a  
21 third-party carrier?

22 A. That one, I have to find out,  
23 because I didn't send you this e-mail.  
24 Mr. Inderjit Walia, he find out, and he send you.  
25 When I go now, then I will ask him -- one is 100

1   percent, they have.   Second one, I have to find  
2   out.

3                           MS. CARUSO:   We'd like an  
4   undertaking for Mr. Walia to provide us with the  
5   details of the location of the trailer, either at  
6   line 93 or 95, that's not covered by the previous  
7   undertaking given.

8   U/T                   MR. JASWAL:   Counsel, I don't  
9   know if he's aware of the location, but I can  
10   confirm that I will ask what third-party carrier  
11   he's making reference to, just given the comment.

12                       MS. CARUSO:   Okay.   And the  
13   contact information --

14   U/T                   MR. JASWAL:   Yes.   Of course.

15                       MS. CARUSO:   -- for that carrier,  
16   too.   Thank you.   Perhaps we can agree that every  
17   time we ask for the contact -- sorry, every time we  
18   ask for the name of the carrier, that includes  
19   contact information.

20                       MR. JASWAL:   Absolutely.   No  
21   problem.

22                       MS. CARUSO:   Okay.   Thank you.

23                       BY MS. CARUSO:

24   835                   Q.   Line 97 of the spreadsheet.

25   It says:

1 "Located at the Sarnia border  
2 with the CBSA" [as read]

3 Do you know why it's there?

4 A. Yes. Yes. The same -- the  
5 Royal Bhatti guy, he was using this trailer, ours,  
6 and he caught at the border, so that's why this  
7 trailer is there in the border security custody.  
8 He caught with the drugs.

9 836 Q. He had drugs in the trailer?

10 A. Trailer -- yeah. Yes.

11 837 Q. Do you know when the CBSA  
12 would have seized that vehicle?

13 A. Same time. He's only one  
14 time he caught -- so maybe in the March, April,  
15 that -- you know, that time. We returned that  
16 company June, so it must have been the May. May.  
17 May.

18 838 Q. May of 2024?

19 A. May '24.

20 839 Q. Did the CBSA give you any  
21 type of documentation to indicate that they had  
22 seized that vehicle?

23 A. He must have it, because that  
24 totally different company. Right? I can get and  
25 provide it. Or anybody call to the CBSA, give the

1 VIN number, they will tell you, yeah, they have  
2 that trailer. Yeah.

3 MS. CARUSO: I'd like an  
4 undertaking to produce any documents from the CBSA  
5 indicating that they had seized this particular  
6 vehicle.

7 U/T MR. JASWAL: Yes.

8 BY MS. CARUSO:

9 840 Q. I'm going to ask you now  
10 about a number of lines in the spreadsheet where  
11 you've indicated either that the vehicle was taken  
12 by a bailiff of Daimler or that it was returned to  
13 Daimler, and I can give you the line numbers.  
14 There are quite a few. It's lines 4 to 6, 14 to  
15 15, 26, 28, 32 to 33, 35 to 36, 62 to 63, 70, 72,  
16 76, 83, and 85 to 88.

17 MR. JASWAL: Sorry, you said --  
18 okay, got it.

19 BY MS. CARUSO:

20 841 Q. 85 to 88. When were these  
21 units returned to Daimler?

22 A. We -- we did not return.  
23 Their bailiff came to our yard. Not one time.  
24 Different, different time. Like, a week after,  
25 two -- when they get the chance. When they see

1   our -- any vehicle on the road, then they stop  
2   vehicle, then they take it. Not like a one shot,  
3   they take all...

4   842                   Q.   Do you recall roughly when  
5   they came?

6                        A.   Yeah, so I can say between --  
7   between in the 2024 May to since December, they  
8   took that vehicle.

9   843                   Q.   May to December of 2024?

10                      A.   Yes. Yes, because when  
11   they -- whenever they took any vehicle, they never  
12   gave us any receipt, anything.

13   844                   Q.   Do you know the name of the  
14   bailiff who came?

15                      A.   Yes, yeah.

16   845                   Q.   What's their name?

17                      A.   The name Dog -- start with  
18   D-O-G-G-H -- "Dog" something. Yeah. I had a  
19   bailiff's card, then I will provide you the...

20                      MS. CARUSO:   I'd like an  
21   undertaking to produce the card for the bailiff  
22   from Daimler. When you said --

23                      THE WITNESS:   Or you can ask to  
24   the Daimler directly who the bailiff is -- because  
25   not only one person all that time -- okay.

1 U/T MR. JASWAL: Sorry, just to  
2 confirm the undertaking. Undertaking to produce  
3 the business card of the bailiff, and if the  
4 business card can't be located, we'll do best  
5 efforts to locate the name.

6 MS. CARUSO: The name of -- yeah,  
7 and the contact --

8 U/T MR. JASWAL: And the contact  
9 information, yes. And, sorry, I interrupted him.

10 THE WITNESS: Or maybe you can  
11 ask to Daimler so -- which bailiff they are using.

12 BY MS. CARUSO:

13 846 Q. I'm going to show you an  
14 e-mail. This is an e-mail -- and there is an  
15 attachment to the e-mail, as well, and it's from  
16 Graham Phoenix. It's dated January 8th, 2025, and  
17 Mr. Phoenix is the lawyer for Daimler.

18 A. Okay.

19 847 Q. I'll give you a moment to  
20 read that.

21 A. Okay, they're saying --  
22 actually saying they didn't receive the vehicle.  
23 Right?

24 848 Q. Yeah, so in this e-mail,  
25 Mr. Phoenix is saying that he consulted with his

1 client, and his client has -- his client -- excuse  
2 me -- he can confirm on behalf of his client that  
3 the statement that AMG Global has made that these  
4 vehicles were returned to Daimler or were seized by  
5 a bailiff is not true and that none of Daimler's  
6 vehicles have been returned.

7 A. No. What -- okay, they're  
8 say that -- which vehicle -- sorry, bailiff mostly  
9 use in these days -- all trucking company or that  
10 Daimler. You know what's -- honestly, what's going  
11 on? The bailiff guy, they're taking the vehicle  
12 from the trucking company, but they are not giving  
13 them to the same thing, Daimler or BVD. They are  
14 making the money. They're selling that truck,  
15 maybe \$10,000, \$15,000, as a part. So they  
16 already -- not with only my company. All company,  
17 that bailiff guy is very greedy in these days.  
18 They taking that -- want to take these kind of  
19 things. So whenever they took the vehicle, so they  
20 are not giving to the Daimler, because they know  
21 how -- Daimler has no camera. How they know they  
22 already took the vehicle? So mostly, because I'm  
23 Indian, and I know that thing, they -- so many  
24 times it happen now. They offer, "Okay, I have a  
25 truck. I'll give you \$10,000, \$15,000, as a part."

1     So that's the only thing. The Daimler -- maybe  
2     they are right, too. Right? So they said no.  
3                     But bailiff guy, they already took  
4     the vehicle from us. Bailiff, they give them or  
5     not -- that's known. But mostly, this is happening  
6     with all trucking companies. Bailiff guy, they are  
7     taking advantage from our company, because they get  
8     the order from the -- like, the same thing --  
9     Daimler, BVD, and they kind of, like, a sheriff,  
10    police. Right? No one can stop them. They come  
11    to the yard and take the vehicle and go. But  
12    they -- after that, they are not informing to the  
13    customer, like Daimler, and they -- that's why  
14    they're selling that -- because they have so many  
15    connection in these days with the small trucking  
16    company, and they -- let's say the one truck is  
17    \$150,000. They offer them, okay, they say, "Give  
18    me \$10,000, \$15,000, take this vehicle." These  
19    things going on these days. Yes.

20   849                     Q. Making the assumption that  
21   the information in this e-mail is true, you're not  
22   disagreeing with the fact that Daimler may not have  
23   these vehicles, but you're saying that you think  
24   the bailiff has --

25                     A. Yeah.

1     850                   Q.    -- taken them and not given  
2     them to Daimler?

3                           A.    Bailiff has taken from us.  
4     Bailiff has taken from us. That's it. Yeah. Same  
5     thing in the Canadian Western Bank.

6                           MS. CARUSO:    I'd like an  
7     undertaking for any receipts or releases indicating  
8     that the bailiff from Daimler seized those  
9     vehicles.

10                          THE WITNESS:   Bailiff, they never  
11    give to anyone any receipts. When they come, they  
12    take the vehicle and go.

13                          BY MS. CARUSO:

14    851                   Q.    You didn't sign a receipt  
15    when the bailiff came?

16                          A.    They never ask, and they  
17    never show us any document to sign that. Never  
18    ever.

19    852                   Q.    If you didn't sign anything  
20    or they didn't show any document, can I ask why you  
21    let them take the vehicles?

22                          A.    They have power. If they try  
23    to stop them, they call to police, and they take  
24    it. Bailiff is kind of police. We cannot fight  
25    them. They show their badge. Okay, they're taking

1     that vehicle. You can ask to any trucking company.  
2     Never, ever bailiff, they giving any sign the  
3     document, and we cannot stop them. We cannot stop  
4     them. They're coming with a badge. If we say,  
5     okay, I don't want to give the vehicle, then they  
6     call to the police right away. Police come, and  
7     they take it.

8     853                   Q.    Do you have any security  
9     cameras at 425 Gibraltar?

10                   A.    Yes, always we have a  
11     security camera, yes.

12     854                   Q.    Did those security cameras  
13     operate 24/7?

14                   A.    24/7, yeah.

15     855                   Q.    Would you have security  
16     camera footage of the bailiff from Daimler coming  
17     and taking the vehicles?

18                   A.    That time -- yes, that time,  
19     we had, but security camera, the memory we can keep  
20     only one month. Now it's three, four month, so  
21     that thing is gone, because any -- the software --

22                   MR. JASWAL:   Storage.

23                   THE WITNESS:   Storage. It's only  
24     for one-month period. Yeah. After that one month,  
25     it's gone. Yeah.

1 BY MS. CARUSO:

2 856 Q. Through what company did  
3 these security cameras operate?

4 A. Security camera, I think is  
5 Eagle -- Eagle something. Eagle -- Eagle  
6 something, but we can provide you all detail. You  
7 can ask them. Yeah.

8 MS. CARUSO: Can I have an  
9 undertaking for the full name of the security  
10 company, its contact information, as well as  
11 whatever security footage of 425 Gibraltar is still  
12 available?

13 MR. JASWAL: Yes.

14 THE WITNESS: Yes. That kind of  
15 question -- if you need it now, I can Google now.  
16 I can provide you now.

17 MS. CARUSO: That's okay. The  
18 undertaking covers it. You can give that  
19 information to your lawyer.

20 THE WITNESS: Okay.

21 MS. CARUSO: I will mark this  
22 e-mail from Graham Phoenix dated January 8th, 2025,  
23 as Exhibit GG.

24 EXHIBIT GG: E-mail from  
25 Graham Phoenix dated January

1 8, 2025

2 THE WITNESS: And I have a solid  
3 proof, too, their vehicle. The same guy whose  
4 name -- one bailiff, if you check your list,  
5 maybe -- okay. Just Trux -- his company, same  
6 name, Just Trux. He has other bailiff, too.  
7 Right? They took the Daimler vehicle, and now that  
8 VIN number shows on that company, Just Trux. You  
9 have that list. Maybe -- let me see here. That's  
10 the solid proof. They can -- like, they can  
11 challenge to bailiff company. How is that vehicle  
12 under that bailiff company name?

13 BY MS. CARUSO:

14 857 Q. Just so I understand  
15 correctly, the VINs -- you're saying that the VINs  
16 were transferred by the bailiff?

17 A. Bailiff -- they do. They  
18 took the vehicle, and they giving to different,  
19 different repair company, then they put the lien on  
20 it. After lien 40 days clear, they transferred  
21 that vehicle to their name. They doing that --  
22 these did that time. And I saw that list here,  
23 too, let's say -- maybe another list which you  
24 already sent us. It shows, okay, let's say, this  
25 vehicle is belong to Daimler, this vehicle to BVD.

1 In that list, it shows very clearly that two  
2 Western Star who belongs to Daimler. Another  
3 column shows Just Trux. If you have, I can --

4 858 Q. Is it this document that  
5 you're referring to?

6 A. I can check.

7 MR. JASWAL: Sorry, Counsel, just  
8 to confirm, it wasn't the VIN that's being changed.  
9 I think what he's saying the ownership is being  
10 transferred --

11 MS. CARUSO: Okay.

12 MR. JASWAL: -- after the lien  
13 period, but feel free to clarify.

14 THE WITNESS: Just Trux. This is  
15 a bailiff, too. How come, like, now, he's the  
16 owner of the Daimler vehicle?

17 BY MS. CARUSO:

18 859 Q. Sorry, Just Trux?

19 A. Just Trux -- he's the bailiff  
20 guy.

21 860 Q. He is a bailiff?

22 A. He is a bailiff, too, and he  
23 has multiple business. So how come, if that two  
24 VIN belong to the Daimler, now he owned  
25 this vehicle? Just Trux. You can send the e-mail

1 to that guy, whatever you asking. Ask him, how  
2 come now this guy is the owner of that vehicle,  
3 whose the -- I was operating.

4 861 Q. Okay. Was Just Trux the --

5 A. Just Trux.

6 862 Q. -- bailiff --

7 A. Daimler.

8 863 Q. Sorry, let me just finish my  
9 question. Just Trux was the bailiff who came on  
10 behalf of Daimler to take its vehicles?

11 A. He's a bailiff, too, and --  
12 actually, he's a bailiff to BVD. He doing multiple  
13 thing. So whenever they came, sometimes they never  
14 ask us. Sometimes they never tell us which  
15 vehicle. So maybe that time, that two Daimler  
16 vehicle, he took it, and after that -- because in  
17 these days, nobody care, and he goes to the repair  
18 shop, put the lien on it, and demand for the  
19 \$30,000, \$35,000 invoice, and if nobody reply them,  
20 then, after 40 days, they take over the vehicle.  
21 Same thing. These two vehicle is belong to  
22 Daimler. So this is the bailiff guy. How come,  
23 like, he is the owner now these vehicle? That's  
24 why I want to tell you that thing, show the picture  
25 what's going on these days. These -- you can mark

1 on these two vehicle and send to the Daimler, how  
2 is possible now this is the bailiff guy's owned  
3 that -- their vehicle? Just Trux.

4 This is very normal in these  
5 days, because the bailiff guy, they're very  
6 corrupt. They are taking the vehicle from the all  
7 company, and they selling to the other people for  
8 \$10,000, \$15,000. Same thing he done with the Just  
9 Trux guy. And they saying -- Daimler guy say,  
10 "Okay, we didn't return the vehicle." If I can  
11 return back to Canadian Western Bank -- I'm  
12 bankrupt. If I had -- they can come to my yard,  
13 they can see that, and they making the story, "Oh,  
14 we are not returning this and that." Okay. Why I  
15 need to keep that vehicle if I'm not owner of that  
16 thing? They are owner. I'm not transfer that to  
17 anyone. How?

18 Only these guys -- they're using  
19 the repair shop for 40 days. This is the law.  
20 Forty days, if we can -- to anyone -- let's say  
21 that's your vehicle, I will send you invoice.  
22 Okay. I done the repair on it. This is the  
23 \$30,000 invoice. Sometimes you're missing that  
24 mail or e-mail, and after 40 days, if nobody reply,  
25 then they transfer the vehicle to their name. Now

1     that's their vehicle. Nobody sell that vehicle.

2     How is it he is the owner of that vehicle?

3     Daimler.

4                     So maybe another -- maybe five,  
5     ten, whatever they're missing, after, like, one  
6     week, two weeks, he will be the owner. Who knows  
7     that thing? They can take action on it. This is  
8     the proof, because how it's possible he is owner  
9     now, Daimler vehicle?

10    864               Q.    You mentioned BVD, so I'm  
11    going to ask you some questions about BVD now and  
12    specifically the vehicles in the spreadsheet that  
13    you indicate have been returned to BVD. Those are  
14    lines 2 to 3, 24 to 25, 69, 71, 73, 75, 77, and 84.

15                     MR. JASWAL:    I think there's one  
16    more at 90, as well, I believe?

17                     MS. CARUSO:    At what, sorry?

18                     MR. JASWAL:    At 90.

19                     MS. CARUSO:    Yes. That's right.

20    Thank you.

21                     BY MS. CARUSO:

22    865               Q.    Before I ask you about the  
23    vehicles that have been returned to BVD, I'm just  
24    on the vehicles being returned to Daimler. Have  
25    you seen copies of any notices of intention to

1 retain the vehicles that you say were taken by  
2 Daimler's bailiff?

3 A. In these days, I'm getting so  
4 many -- that kind of paperwork, so just -- but I  
5 didn't give them -- reply that, because there's so  
6 many things in my court, so I don't have money to,  
7 like, challenge them back. If I got it, yes, got  
8 it, but I never replied that, because I cannot go  
9 to the court and hire the lawyer for that, because  
10 I already broke. Even the BVD there, the corrupt  
11 guy, he's the mafia, he went -- in January 9th, he  
12 taking -- took my house, too. Now I need to see --  
13 go -- because still I have a date, February 4. I  
14 will challenge in the Supreme Court. I had only  
15 one house, like, 6 Darou Crescent, where I'm  
16 living. Now I came from the Montreal, so I have to  
17 challenge them. Even they changed the lock, my  
18 house, two, three days ago.

19 MS. CARUSO: I'll come back to  
20 BVD, but just on the notices of intention, I'd like  
21 an undertaking to produce copies of the notices of  
22 intention that Mr. Shoker has received. Not only  
23 in relation to the Daimler vehicles, but any  
24 notices of intention. That's a notice of intention  
25 to retain.

1 THE WITNESS: Yes. If we have,  
2 everything will be in my house, so I will provide  
3 to him, and he will send it to you.

4 U/T MR. JASWAL: Yes, Counsel.

5 MS. CARUSO: Thank you.

6 BY MS. CARUSO:

7 866 Q. With respect to the  
8 vehicles -- and sorry, when I say "vehicles," I'm  
9 referring to trailers and trucks just to be  
10 clear -- when were those returned to BVD?

11 A. They should be any -- same  
12 thing as that procedure started with the last year,  
13 2024, after March, April. So some of vehicle, as  
14 we mentioned, we give them -- we dropped their  
15 yard. Some vehicle, they send the bailiff, and  
16 they took it -- sometime, nighttime. That time,  
17 even, I have -- we have all videos, everything, we  
18 provide to the police, too. Right? So when  
19 they -- one time, one-shot day, they took almost  
20 eleven vehicle. Even two trailer, we have a  
21 freight inside. They took it. When I called  
22 police, they said, no, we can do that -- this  
23 thing. Then we requesting back them, "Okay, at  
24 least you can take your vehicle. Give our freight  
25 back." After very -- that long complaint, we get

1     our freight back. Otherwise the -- who I booked  
2     the load, they needed that freight.

3     867                     Q.     Do you know the name of the  
4     bailiff who seized those vehicles on behalf of BVD?

5                     A.     Name? You better you can ask  
6     them, because they always not send the same guy.  
7     Bailiff, they have a different, different guy.  
8     Sometime, other guys come. Other come -- yeah. I  
9     remember only one time at nighttime, maybe five,  
10    six months ago. So they took eleven our vehicles  
11    in one shot. I can show you the proof in the  
12    e-mail, BVD, "Okay, please at least give us our  
13    freight back." I have all proof.

14                    MS. CARUSO:   I'd like an  
15    undertaking to produce the e-mail exchanges between  
16    AMG Global and BVD in relation to the vehicles that  
17    they seized.

18    U/T               MR. JASWAL:   Yes, Counsel.

19                    BY MS. CARUSO:

20    868                     Q.     I'm going to show you an  
21    e-mail exchange. This is dated December 18th,  
22    2024, and it's between BVD Equipment Finance and  
23    Stephanie Burrowes from BDO. There is an  
24    attachment to this e-mail, as well.

25                    MR. JASWAL:   Sorry, Counsel, you

1 want us to read the -- you want him to read the  
2 entire thing or just this e-mail?

3 MS. CARUSO: To review --

4 MR. JASWAL: The entire thing?

5 MS. CARUSO: To review the e-mail  
6 and the attachment.

7 MR. JASWAL: Okay.

8 THE WITNESS: When they send you  
9 this e-mail? Because after December, even -- date  
10 was?

11 BY MS. CARUSO:

12 869 Q. The e-mail is dated --

13 A. After December, in January --

14 870 Q. -- December 18, 2024.

15 A. -- you can get that detail,  
16 and they send the same thing that -- they send,  
17 like, a -- only four or five -- maybe six or seven  
18 missing, because after December 4th, we returned  
19 them back, too, with their place, and you can get  
20 the updated list from that BVD.

21 871 Q. Just so we're clear, this  
22 Excel spreadsheet that's attached to their  
23 e-mail --

24 A. That's -- that's old.

25 872 Q. I'm not done my

1 question -- lists a number of vehicles, and it says  
2 either "not found" or "repossessed."

3 A. Okay. Yeah.

4 873 Q. Based on this spreadsheet,  
5 as of December 18th, assuming that the information  
6 in the spreadsheet is true, it appears that BVD had  
7 not repossessed all of its vehicles?

8 A. Yeah, only --

9 874 Q. Do you agree that, as of  
10 December 18 --

11 A. No, they are lying. They are  
12 lying. Even one time, they took eleven vehicle,  
13 six months back, and we have an e-mail chain, we --  
14 they took our -- two loaded trailer, as well.  
15 Eleven trailer in one shot, dry van, and after  
16 that, we are not using dry van. Four to five, we  
17 returned them at their place, as we mentioned here.  
18 Right? So we already returned them back.

19 875 Q. You've returned all of BVD's  
20 vehicles?

21 A. Right now, we don't have any  
22 vehicle. Whatever the bailiff, they taken, that's  
23 why I told you the story what the bailiff guy is  
24 doing in these things. Some of, I returned them  
25 and -- returned to BVD -- BDO -- returned to BVD.

1 My driver, they went their place in Goreway and  
2 Queen. We returned them.

3 876 Q. Your driver drove them to a  
4 location there?

5 A. Yeah, so --

6 877 Q. Is that --

7 A. Yes, yeah. Not tow anything.  
8 We returned them -- hook up with our truck, and,  
9 like, a dry van, we drove -- because we have to  
10 return that, because BVD and me in the court case.  
11 Right? So then they agree, okay, return the all  
12 vehicle, then they free -- they give me freedom to  
13 get my house back, and we returned them back, and  
14 since now, they're putting me the -- so much  
15 expense, the difference, and now the -- even when  
16 the case is January 9th, they took my house, too.  
17 They changed the lock. Today -- tonight, I will be  
18 go home, because they -- because my all stuff  
19 inside the -- my house, and they -- when I called  
20 them, "Okay, how come, like, you change the lock  
21 without asking me?"

22 Then I -- my daughter send them  
23 e-mail, because according to my lawyer, we have  
24 a -- still date until February 4, but they  
25 didn't -- they even didn't wait us and show me.

1 They took the -- they took the sheriff to my house,  
2 and they changed the locks. Now, like, tomorrow or  
3 after tomorrow, I need to call them, because now,  
4 they agree for that thing -- my all stuff,  
5 furniture, everything in my house. So tomorrow,  
6 maybe I will call them to get my all furniture.

7 878 Q. Was this in connection to a  
8 loan that BVD gave that you had personally  
9 guaranteed?

10 A. Loan?

11 879 Q. Or a lease?

12 A. Whenever I sign the document,  
13 we never see the paperwork what we are signing.  
14 Right? So I'm knowing now, right, what I was  
15 signed was personal guarantee of that thing. Yes,  
16 it was my personal guarantee, and even -- they even  
17 never mentioned me I signed the document about my  
18 house. And they showed that document, same thing,  
19 the (indiscernible) -- and the court said, "Okay,  
20 you signed this document. Your wife signed this  
21 document. Now that house is theirs." Right now,  
22 which house I have, they already repossessed --  
23 possessed from the -- this January 9th. Now it's  
24 January 25th. So that's why I went to Montreal  
25 and -- to my cousin. I just came back last night.

1     So now, tomorrow, I will call them to get my stuff  
2     back.

3                     MS. CARUSO:     I'd like to mark the  
4     e-mail exchange between BVD Equipment Finance and  
5     Stephanie Burrowes from BDO Canada Limited dated  
6     December 18, 2024, as Exhibit HH.

7                     EXHIBIT HH:     E-mail exchange  
8                     between BVD Equipment Finance  
9                     and Stephanie Burrowes from  
10                    BDO Canada dated December 18,  
11                    2024

12                    THE WITNESS:    And especially, the  
13     BVD guy, you can ask in any other community, they  
14     are mafia. Even, he's the lawyer -- he knows  
15     everything, their story. After -- when I go, you  
16     can ask him.

17                    BY MS. CARUSO:  
18     880             Q.     I'm sure we will. There are  
19     a number of comments in the spreadsheet that say,  
20     "Returned to the leasing company," and I have gone  
21     through to identify which leasing companies had  
22     registered security interests against these  
23     vehicles using a summary of the Personal Property  
24     Security Act search results that was included  
25     application record for CWB's receivership

1 application. I'm happy to point you and Mr. Shoker  
2 to the references in the summary. Alternatively, I  
3 can put to him that a particular leasing company  
4 has security interests in the vehicle in the  
5 interests of time.

6 MR. JASWAL: Sure. Can we have  
7 the --

8 MS. CARUSO: Yes. I will give  
9 you --

10 MR. JASWAL: -- chart just to  
11 make reference --

12 MS. CARUSO: -- a copy  
13 of -- yeah.

14 MR. JASWAL: Perfect.

15 BY MS. CARUSO:

16 881 Q. With respect to lines 8,  
17 105, and 109, they all state, "Returned to the  
18 leasing company."

19 A. Yes.

20 882 Q. Do you recall which leasing  
21 company?

22 A. Paul Motor.

23 883 Q. It was Paul Motor? When  
24 were they returned to Paul Motor?

25 A. Just recently, in the --

1 maybe December end or January starting. Recently.

2 884 Q. Who took them? Was it a  
3 bailiff, or was it someone --

4 A. No. They told us --

5 885 Q. -- from Paul Motor?

6 A. Sorry. They told us to -- in  
7 the North York, one place, Car System or something  
8 "System." Actually, we behind at the payment, too.  
9 They said, okay, they need to do the inspection,  
10 something for the vehicle, and they said drop to  
11 their place. So when we dropped there, after that,  
12 we called to the -- that -- Car Installation. His  
13 company name, Car Installation.

14 886 Q. Car Installation?

15 A. Installation -- in the North  
16 York, and after fourth -- after three, four days, I  
17 call them. "Can we get our vehicle back?" Then  
18 they stop, like, reply yes back. Right? Then  
19 after one week, two weeks, then they said, okay,  
20 you are in default. They get letter from the  
21 receivership, whatever. Maybe you must be send  
22 there, too. Right? They said okay. You are in  
23 default, your company and the receivership, so we  
24 cannot -- we are not giving your vehicle back.  
25 They did.

1     887                   Q.    The people working at Car  
2     Installation told you that they couldn't give the  
3     vehicle back?

4                           A.    Paul Motor.

5     888                   Q.    Okay.  And all three of the  
6     vehicles were at this Car Installation?

7                           A.    Car Installation.  We dropped  
8     there in that same way, yes.

9     889                   Q.    Did Paul Motor ever give you  
10    documentation indicating that they had taken those  
11    vehicles back, whether it be a receipt or a letter?

12                          A.    No, then they -- they told us  
13    that -- like, a phone.  When I said -- because I  
14    was keep asking what -- when my vehicles going to  
15    be ready.  So before, they didn't reply anything.  
16    After week or more than a week, they said, okay,  
17    you are the default.  You got the letter from the  
18    receivership, your company, so we cannot give you  
19    the vehicle.  You are already in the default.

20    890                   Q.    I'm going to ask you now  
21    about lines 19 and 107.

22                          A.    Nineteen?

23                          MR. JASWAL:    You said 19 or 90?

24                          MS. CARUSO:    Nineteen.

25                          MR. JASWAL:    Nineteen.

1 BY MS. CARUSO:

2 891 Q. These also say, "Returned to  
3 the leasing company." Do you know which leasing  
4 company?

5 A. No. I haven't -- I cannot --  
6 if you find out with the VIN number, if you...

7 892 Q. Based on the PPSA summary  
8 that I provided to you that you have in front of  
9 you, you'll see that there is a red tab that says  
10 "TFG Financial."

11 MR. JASWAL: Yes.

12 BY MS. CARUSO:

13 893 Q. If you compare the VIN  
14 numbers, it appears that TFG Financial has  
15 registered a security interest against the VINs at  
16 lines 19 and 107.

17 A. This company named TFG?

18 894 Q. TFG.

19 A. Okay. Now I remember this.  
20 This trailer -- I don't know how come, like --  
21 we --

22 MR. JASWAL: It's here.

23 THE WITNESS: -- mentioned those  
24 returned to the bailiff company, so they are  
25 thinking -- but it's not returned to the bailiff

1 company. It's still in the USA. After that, I  
2 realized when we checking the -- like, a CWB  
3 trailer, another, where they're located, so then  
4 they find out. So this trailer in the California  
5 state -- Tracy, California. It's located there.

6 895 Q. In Tracy, California?

7 A. Tracy, California. Yeah.

8 896 Q. Where in Tracy, California?

9 A. Tracy, city name.

10 897 Q. Right, but where exactly?

11 Is it a particular lot?

12 A. I have a video I can show now

13 or send you in that -- because we're trying to get  
14 that from that company. So I send my driver there,  
15 too, but he said -- because we dropped that vehicle  
16 to the Los Angeles area. I don't know how come,  
17 like, someone use that trailer, because almost two,  
18 three months, that trailer was in their yard.

19 Right? So after three months, we're no -- because  
20 of no operation, maybe we didn't make a payment  
21 from there, so that's Indian company yard. Right?  
22 So that -- another company, they used our trailer,  
23 but I was not aware for that time.

24 So when, like, you're asking for  
25 the -- all these trailer, then I check on

1 the -- send my driver there, and that -- when  
2 another company, he told me, okay, you have -- it's  
3 AMG logo there. Okay, why is your trailer here in  
4 the Tracy, California? I said, how is possible  
5 this was in there? So then he's handing me the  
6 video proof, okay, and he tried to get in that  
7 yard, but it's not allowed, and they said, okay,  
8 you have to call to police. If you have any  
9 trailer missing, anything, then they can, police,  
10 come and go inside, but trailer missing was the Los  
11 Angeles -- we cannot make a report in the Tracy. I  
12 have to make a report in the Los Angeles, but I --  
13 anyway, I didn't make a report, but I have a proof  
14 this trailer is there. I have a video. I have a  
15 picture of that.

16 898 Q. What was the name of the  
17 company that told you that the trailer was out  
18 there?

19 A. Caramex.

20 899 Q. Caramex?

21 A. Caramex, yeah.

22 900 Q. How do you spell that?

23 A. C-A-R-A-M-E-X.

24 901 Q. What type of company is  
25 that?

1                           A.    Same like -- they're going to  
2    USA -- USA to Canada.

3    902                   Q.    A trucking company?

4                           A.    Trucking company, yes.

5                           MS. CARUSO:    I'd like an  
6    undertaking --

7                           THE WITNESS:    I have video now.  
8    I can show you.   Just --

9                           MS. CARUSO:    We'll ask for an  
10   undertaking.   So I'd like an undertaking for the  
11   details of the location of the trailer that is  
12   located in Tracy, California, including any video  
13   or photos, and I'd also like an undertaking for the  
14   contact information for Caramex.

15   U/T                   MR. JASWAL:    Yes.

16                           BY MS. CARUSO:

17   903                   Q.    That's one of the trailers,  
18   but there is another vehicle for which TFG has  
19   asserted --

20                           A.    One TFG trailer is burn out  
21   last year, but we didn't report it.

22   904                   Q.    It was what, sorry?

23                           A.    We had failed to report it.  
24   That's -- we gave to that trailer, other carrier.  
25   Like, sometimes we exchange trailer to each other.

1 Right? So I think, in the 2024, that carrier had  
2 no insurance, without -- maybe their policy  
3 cancelled, anything, so when they burn out, they  
4 hit a -- like, what's called -- in the rail inside  
5 on the road. Their truck and trailer both got in a  
6 fire and gone. When I ask him, okay, provide the  
7 insurance and certain things, and he said, "Oh, my  
8 insurance was cancelled last month," this and that.  
9 That's why we didn't report it to the TFG, but  
10 that's -- that company name, Highway Hawks.

11 905 Q. How do you spell that?

12 A. Highway Hawks.

13 906 Q. Highway Hogs?

14 A. Hawks, H-A-W-K-S.

15 907 Q. Okay. Was there any type of  
16 written agreement with respect to this exchange of  
17 the trailer?

18 A. No. No, no, because since  
19 that day to December or October, I was still keep  
20 making their payment. So I just told them, make --  
21 made a payment three, four months ago, and that's  
22 why they're aware now, because I didn't stop the  
23 make a payment to the TFG.

24 908 Q. You were making the  
25 payments --

1 A. Installment, whatever.

2 That's why they never ask for the trailer.

3 909 Q. TFG didn't know that the  
4 trailer --

5 A. No, actually --

6 910 Q. -- was in the possession --

7 A. -- I wasn't report it because  
8 that company has no insurance, so we never reported  
9 your trailer is burned out. Yeah.

10 911 Q. When did this accident  
11 happen?

12 A. It's more than one year,  
13 maybe 2024 or end of 2023. One year is for sure.

14 912 Q. You would agree with me,  
15 then, that neither of those trailers are in TFG's  
16 possession? Neither have been recovered by TFG?

17 A. TFG has a -- like, how many  
18 trailer -- two trailer, I knew it. I don't know  
19 you guys are, like, ask us about that trailer, but  
20 which trailer I knew about that, I just mentioned.  
21 Maybe that trailer in the list or not list. I  
22 don't know about that, but one trailer, TFG -- I  
23 don't know about the VIN number. I know only the  
24 unit number, my company, so -- and I have a video.  
25 One trailer is already in the Tracy, California. I

1     knew about after when you asking us for where the  
2     trailer, this and that. Before, I was thinking  
3     same time, we cannot locate that, this and that.  
4     So that company in the -- you can change here.  
5     That trailer in the Tracy, California.

6     913                     Q.     Who would have indicated in  
7     the spreadsheet that it was returned to the leasing  
8     company, then?

9                             A.     Sorry?

10    914                    Q.     Who said, in the  
11    spreadsheet, that the trailers were --

12                           A.     Inderjit Walia, because that  
13    time, we are thinking, like, we -- maybe bailiff  
14    took or we returned to the vehicle, so in --

15    915                    Q.     But you've since confirmed  
16    that they have that?

17                           A.     Yes, because this is three  
18    weeks ago, maybe one month ago, but we knew this  
19    just last week -- ten days ago.

20    916                    Q.     I'm going to show you an  
21    e-mail exchange dated December 17th, 2024, and  
22    there's an attachment, a statement of claim. I'll  
23    ask you to just skim the attachment, please.

24                           MR. JASWAL:     Sorry, you said it's  
25    an e-mail and a -- oh, a statement of claim.

1 MS. CARUSO: A statement of  
2 claim, yes.

3 THE WITNESS: Unit number 2013 or  
4 year?

5 MR. JASWAL: This is just the  
6 unit number.

7 THE WITNESS: Year.

8 MR. JASWAL: No -- year, yeah,  
9 yeah.

10 THE WITNESS: No, but I don't  
11 think so it's 2013. I don't have any old trailers.  
12 It must be 2023.

13 MR. JASWAL: I think it's a --  
14 yeah.

15 THE WITNESS: 2023. Yeah, they  
16 must be send a letter to my home, but after  
17 that -- I don't have money. I didn't go to the  
18 court to fight them. 2024.

19 BY MS. CARUSO:

20 917 Q. The attachment is a  
21 statement of claim, the Plaintiff is TFG Financial  
22 Corporation and the Defendants are AMG Global and  
23 Narinder Singh Shoker. Were you aware that TFG had  
24 commenced this action?

25 A. Yeah, that's why I'm telling

1    you, like, in these days, I'm getting so many  
2    letter like this, but now -- I know, because I'm  
3    broke. I have nothing. My (indiscernible) will be  
4    in the bankruptcy, stuff like this, so even I have  
5    money not even for my surviving. So if I go to the  
6    court, I need to have the lawyer. Right? Send a  
7    letter, anything. That's why I didn't reply them  
8    back.

9    918                   Q.    If you turn to paragraph 16  
10   of this statement of claim -- it's on page 7 -- it  
11   says:

12                               "The Plaintiff states and the  
13                               fact is that, despite the  
14                               default and the demands of  
15                               the Plaintiff that equipment  
16                               that is the subject of lease  
17                               agreement 741863 be returned  
18                               to the Plaintiff, the  
19                               Defendants have failed to  
20                               return equipment as described  
21                               in lease agreement 741863."

22                               [as read]

23                               A.   No, the same thing. Whenever  
24   they sending the bailiff, they took it everything.  
25   Now in my yard is no vehicle.

1     919                     Q.     This is the claim commenced  
2     by TFG Financial.   You had told me that --

3                             A.     No, this TFG one?

4     920                     Q.     This is the TFG --

5                             A.     TFG one, I told you.   This is  
6     in Tracy.   You can inform them.   If they have  
7     anybody, they can go there.   I can provide the  
8     location.   If that garage guy allowed to them,  
9     because we tried to get that reefer back.   They  
10    said -- then we called to the -- we tried to call  
11    to the police, too, in the California.   They said,  
12    okay, before they need to proceed, go inside, we  
13    have to report the missing trailer or stolen  
14    trailer, but my trailer was in the Los Angeles  
15    area, over 300 mile.   So I need to make a report,  
16    but I didn't make any report honestly.   Yeah.

17    921                     Q.     Why didn't you make the  
18    report?   I don't think you mentioned that earlier.

19                             A.     What I can do with now make a  
20    report?   It's no sense.   My company is no running.  
21    I don't have any vehicle to bring them back.   I can  
22    just tell them, "Your trailer is there."   If they  
23    have any arrangement, they can go there and pick up  
24    the trailer back.

25    922                     Q.     Did you ever tell TFG that

1 one of the trailers was in an accident and that the  
2 other --

3 A. No, no.

4 923 Q. -- is located in California?

5 A. No, no.

6 924 Q. Why not?

7 A. California one, I just knew  
8 about two weeks ago. The accidental -- the -- fire  
9 one, I know I didn't tell them, because that was no  
10 insurance. If I tell them, then I have -- that  
11 time, I had to make -- full amount to make a  
12 payment. That time, I had no money. That's why I  
13 didn't, and I make a payment slowly, slowly, to  
14 them, whatever the monthly installment. That's why  
15 I didn't tell him.

16 MS. CARUSO: I will mark the  
17 e-mail exchange enclosing the statement of  
18 defence -- excuse me, the statement of claim  
19 between TFG Financial Corporation and AMG Global  
20 and Narinder Singh Shoker as Exhibit II.

21 EXHIBIT II: E-mail exchange  
22 dated December 17, 2024, with  
23 attached statement of claim  
24 between TFG Financial  
25 Corporation and AMG Global



1     undertaking for the details about when these  
2     vehicles were returned to Riordan Leasing, who took  
3     them, whether that's a bailiff or an employee of  
4     Riordan, and their name and contact information?

5                     MR. JASWAL:     Counsel, can you  
6     just kindly indicate the line items again?

7                     MS. CARUSO:     Yes.   20 to 21, 103,  
8     106, and 108.

9     U/T             MR. JASWAL:     Thank you, and yes.

10                    MS. CARUSO:     I believe I said who  
11     took them, as well as where they were located when  
12     they were taken, and to the extent that there was  
13     any receipt or other documentation provided by  
14     Riordan Leasing or the bailiff, we would ask for  
15     copies of those documents, as well.

16                    MR. JASWAL:     I'll just repeat  
17     just to ensure that it's accurate.   The undertaking  
18     is for the details about when these vehicles were  
19     returned to Riordan, who took them, whether it was  
20     a bailiff or employee or returned, their name and  
21     contact information, where they were located when  
22     they were taken, and to the extent there's any sort  
23     of documentation reflecting a return, the document  
24     to be provided?

25                    MS. CARUSO:     That's correct.

1 U/T MR. JASWAL: Yes.

2 BY MS. CARUSO:

3 928 Q. I'll ask you now to turn to  
4 line 68. Do you know which leasing company that  
5 vehicle was returned to?

6 A. No, ma'am -- 68.

7 929 Q. In the PPSA summary, Flex-  
8 Cap has registered a security interest against that  
9 vehicle.

10 A. What company?

11 MR. JASWAL: Flex-Cap.

12 THE WITNESS: The Flex have only  
13 one vehicle or more?

14 MR. JASWAL: Just one.

15 THE WITNESS: 2019. That must be  
16 taken by the bailiff, because that truck had  
17 accident, not -- we stop driving almost four month.  
18 We use their bunk to another truck. I remember  
19 about this. Their bailiff -- that a totally  
20 different bailiff, not the BVD bailiff. Just a  
21 small bailiff. He came to the -- our yard to pick  
22 up that.

23 BY MS. CARUSO:

24 930 Q. Do you know the bailiff's  
25 name?

1 A. No. My mechanic must know  
2 that. His name -- I can ask him.

3 931 Q. Do you know when the bailiff  
4 took the vehicle?

5 A. Six or seven months before.

6 932 Q. Six to seven months ago?

7 A. Six -- yeah. In July,  
8 August. Yeah. They came our yard almost two to  
9 three time.

10 933 Q. Where was the vehicle  
11 located when it was taken?

12 A. In my Gibraltar Drive.  
13 That's what -- not driveable. After that, I said,  
14 if you want, you can take it. That vehicle was  
15 broken. The bunk was broken. Yeah, and they towed  
16 that vehicle. I remember that.

17 934 Q. Okay. It was broken, it was  
18 sitting at the lot on Gibraltar, and they just  
19 towed it?

20 A. Yes, yes.

21 935 Q. Did you receive any receipt  
22 or other document from the bailiff?

23 A. No. Bailiff, they never give  
24 any document to anyone. That's the problem in  
25 these -- if they give us any receipt, then I can

1 show them -- I can show to you. Right? That's the  
2 thing -- they take it -- they took the vehicle, and  
3 they're not giving to the right person.

4 MS. CARUSO: Can I have an  
5 undertaking for the name and contact information  
6 for the bailiff who returned this vehicle to  
7 Flex-Cap?

8 THE WITNESS: Do you have any  
9 e-mail they saying that we didn't return that?

10 MS. CARUSO: I'm just asking you  
11 for some follow-up --

12 THE WITNESS: Oh, okay. No,  
13 like -- you know what I'm saying. Others, you have  
14 e-mail, but I don't think so. Like, they already  
15 took it, bailiff. Yeah.

16 MR. JASWAL: Would your mechanic  
17 know the name of the --

18 THE WITNESS: Vicky must know.

19 BY MS. CARUSO:

20 936 Q. What's the name of the  
21 mechanic?

22 A. Vicky. Vicky.

23 937 Q. How do you spell that?

24 A. V-I-C-K-Y. Vicky.

25 938 Q. What's the last name?

1 A. K-A-H-L-O-N. Kahlon. Yeah.  
2 Is Vishwajeet there -- name? Full name,  
3 Vishwajeet.  
4 939 Q. Vishwajeet Singh?  
5 A. Yeah, that's the same.  
6 940 Q. That's the same person?  
7 A. His nickname Vicky, yes.  
8 941 Q. I'll have you turn to line  
9 31.  
10 A. Okay.  
11 942 Q. Do you know which leasing  
12 company that vehicle was returned to?  
13 A. No. I cannot (indiscernible)  
14 the VIN. I can...  
15 943 Q. According to the PPSA  
16 summary, Mitsubishi has registered a security  
17 interest against that vehicle.  
18 A. "Only one company" -- yeah,  
19 they must have returned that.  
20 944 Q. It's your position that  
21 Mitsubishi --  
22 A. Yes, yeah.  
23 945 Q. -- took this vehicle?  
24 A. Yeah.  
25 946 Q. Do you know when?

1                   A.    It happened -- everything  
2    within four to five months, so exact thing, I -- we  
3    can send you the e-mail. Even now, I don't --  
4    mostly, they're -- our dispatch, they taking care  
5    of everything. Right? So I'm just guessing now.  
6    If I guess, I will -- I just -- it will be wrong,  
7    so whatever that -- you asking us, we will mention  
8    in the e-mail...

9    947               Q.    Do you have e-mails between  
10   Mitsubishi and AMG Global with respect to seizing  
11   this vehicle?

12                   A.    It must be. It must be,  
13   yeah. In my e-mail -- my computer, which I have my  
14   house. We will go tonight or tomorrow. We will  
15   find.

16   948               Q.    Do you know which e-mail  
17   accounts those e-mails --

18                   A.    Shoker at AMG fleets, or the  
19   name is -- maybe we send in the accounting one, but  
20   mostly, they using my e-mail: Shoker at AMG fleets  
21   dot C-A.

22   949               Q.    What's the accounting e-mail  
23   address?

24                   A.    Same thing: accounting at AMG  
25   fleets dot C-A.

1 MS. CARUSO: We asked earlier for  
2 an undertaking with respect to the login  
3 credentials for these e-mail accounts. I'd also  
4 like an undertaking for any e-mail exchanges  
5 between AMG Global and Mitsubishi with respect to  
6 it seizing this vehicle.

7 U/T MR. JASWAL: Yes.

8 BY MS. CARUSO:

9 950 Q. Do you know where the  
10 vehicle was located when you say it was seized?

11 A. Always 425 Gibraltar Drive,  
12 our main terminal. Yeah.

13 951 Q. I'm going to show you an  
14 e-mail exchange between Mitsubishi HC Capital  
15 Canada and Stephanie Burrowes from BDO Canada.  
16 This is dated January 8, 2025.

17 A. "Our bailiff did attempt to  
18 recover the unit but" -- we don't have in our  
19 possession. Their bailiff must be doing that --  
20 it's 2019 Volvo.

21 952 Q. Based on this e-mail from  
22 Rubeena Duseeruth from Mitsubishi, she's indicated  
23 that the bailiff from Mitsubishi:

24 "Did attempt to recover the  
25 unit but was unsuccessful.

1                               To conclude, the asset is  
2                               still in possession of the  
3                               client." [as read]

4                               Do you agree with that?

5                               A.    No.   How come -- what's  
6   called -- unsuccessful.   If we -- they came into  
7   our yard, they must have taken it that time,  
8   because sometime they coming with the police.  
9   Sometime, that thing.   The one vehicle -- they must  
10   have took it.

11   953                       Q.    Your position is that the  
12   bailiff did take this vehicle?

13                               A.    Bailiff did take.   Yeah.  
14   These things you ask me two months ago, that time,  
15   all video surveillance were working.   Right?   So  
16   now it's -- no surveillance I have proof.   Then I  
17   can tell them which day and which person has come  
18   and go, because the memory only one month.   Maybe  
19   you have the camera at your house, too.   We cannot  
20   keep -- go more than one month or two month.   House  
21   mostly, we can go three house, because there's less  
22   camera.   Our yard is too many cameras, so they  
23   use -- they use more storage, but I will give you  
24   the contact of my security camera guy.   You can ask  
25   them if they have anything.

1 MS. CARUSO: I believe we have an  
2 undertaking for that information already. I would  
3 like to mark the e-mail exchange between Mitsubishi  
4 and Stephanie Burrowes from BDO Canada Limited  
5 dated January 8, 2025, as Exhibit JJ.

6 EXHIBIT JJ: E-mail exchange  
7 between Mitsubishi and  
8 Stephanie Burrowes from BDO  
9 Canada Limited dated January  
10 8, 2025

11 BY MS. CARUSO:  
12 954 Q. If you can turn to line 66,  
13 do you know which leasing company this was returned  
14 to?

15 A. No.

16 955 Q. I didn't see a registration  
17 by a leasing company in the summary. Do you recall  
18 any details about this particular vehicle? It's a  
19 2018 Volvo VNL 760 truck.

20 A. I can check in the -- our  
21 BorderConnect login. Then we put in the VIN  
22 number, there all detail there, then only I can  
23 know which truck is it.

24 956 Q. What's BorderConnect?

25 A. Software we using for Canada

1 to USA for all truck, trailer, plates, VINs -- I  
2 already provide you the login information,  
3 BorderConnect.

4 957 Q. Okay. Thank you.

5 A. Yes, yeah.

6 958 Q. The login, it's "shoker."

7 A. It's called -- yeah, whatever  
8 there -- then you can search it, put any VIN, and  
9 we can know -- I can know only the truck number  
10 there. The truck number, then we go to find our  
11 file, then I will know the -- which leasing  
12 company.

13 959 Q. And the password, just to  
14 make sure I understand the writing here -- it's  
15 AMG2430?

16 A. Yes, yes.

17 960 Q. The BorderConnect software  
18 is used for whenever you move shipments over to the  
19 US?

20 A. Yes. Yes, yeah.

21 961 Q. In that system, you're  
22 logging the VINs of the vehicles that are going  
23 over to the US?

24 A. Sorry?

25 962 Q. You're recording the VINs of

1 the vehicles --

2 A. Yes, like -

3 963 Q. -- that are going over?

4 A. When we need to register any  
5 vehicle there, then we need to fill up all  
6 information: plate number, VIN number, that all  
7 thing. Then it registered. Then he can -- then  
8 that vehicle can enter the USA. Yeah.

9 964 Q. In that BorderConnect  
10 system, does it tell you the destination of the  
11 vehicle?

12 A. No. No, no, no. Just as a  
13 software -- this -- we have to send the  
14 information, which driver, which truck is coming to  
15 the USA. The border, we need to make a -- like,  
16 this is the truck number, this is trailer number,  
17 this is driver, his ETA around 10:00 p.m., 11:00  
18 p.m. We have to give them ETA as a security  
19 purpose. They made that to two years ago. Before,  
20 it's nothing like that. Anybody can go any time.  
21 But now, we have to give the ETA at least -- near  
22 by two to three hours before, otherwise they turn  
23 them back to Canada or USA. We cannot go without  
24 that ACE manifest. Must we have accurate  
25 information. We have to -- if my any driver go to

1 USA -- right -- we have to tell them three hours  
2 before which truck is coming there. If anybody,  
3 any truck, within half an hour go there, they have  
4 no information, they cannot allow to enter in the  
5 US. They send them back.

6 965 Q. When you say that you have  
7 to give them the ETA, it's the ETA for when they're  
8 going to arrive at the border?

9 A. Yes, yes. Yeah. Yeah.

10 966 Q. Not the ETA for when they  
11 arrive at the final destination?

12 A. No, no, no. The border.  
13 Border.

14 967 Q. If you can turn to line 10  
15 of the spreadsheet?

16 A. Ten? 2022.

17 968 Q. This says, "Returned to  
18 Breadner Trailers."

19 A. Oh, yeah. That -- we  
20 returned to ten trailer to them. These all  
21 Breadner Trailers. We returned them back. You can  
22 contact them.

23 969 Q. But specifically for the  
24 vehicle -- it's a reefer carrier -- I believe that  
25 should say "reefer carrier" -- that's listed at

1 line 10.

2 A. Breadner, I only know we have  
3 ten trailer. We returned them back. You can  
4 contact them any time. That was the  
5 (indiscernible), yeah. Because this is the --  
6 these are list for Breadner. We returned them  
7 back, because we were on the default on the  
8 leasing. We are not payment not on time, and --

9 970 Q. I'm going to ask you some  
10 questions about those other lines where you've  
11 indicated that the vehicles have been returned to  
12 Breadner, but just with respect to the vehicle  
13 that's at line 10, you can see that the VIN ends  
14 with 5348.

15 A. Yeah. Whatever the Breadner  
16 VIN, we already returned them back. You can  
17 contact them, ask them anytime.

18 971 Q. I'm going to show you a  
19 letter from Bennington Financial Corp.

20 A. No. You saying "Breadner" or  
21 "Bennington"?

22 972 Q. The spreadsheet says  
23 "Breadner," but I'm showing you -- and I will give  
24 this to you -- it's not stapled.

25 A. Because I know about only

1 Breadner, we returned them. Bennington, I have to  
2 check.

3 973 Q. This is a letter from  
4 Bennington Financial Corporation. The letter is  
5 dated January 8th, 2025, and there are a number of  
6 lease agreements that are appended to the letter.  
7 I'm going to just turn the page to a portion of the  
8 lease agreement for the lease number 20009316.  
9 They'll show you what is a report on registration  
10 under the personal property registry, and you can  
11 see here that Bennington has registered a security  
12 interest in the vehicle for which the VIN is listed  
13 at line 10 of the spreadsheet.

14 A. Okay, so what's mean that?

15 974 Q. How could that vehicle be  
16 returned to Breadner if Bennington had a security  
17 interest in it?

18 A. That, I have no clue, because  
19 I -- we return only Breadner vehicle. You guys  
20 telling me that thing. Breadner -- like, you're  
21 saying we returned to Breadner, but we returned  
22 only Breadner trailer to Breadner.

23 975 Q. To be clear, I'm not saying  
24 that it was returned to Breadner. I'm saying that  
25 the spreadsheet that you provided us with

1 information --

2 A. Okay. Okay, sorry.

3 976 Q. -- about the location of the  
4 vehicle says that.

5 A. I'm sorry. Maybe he made a  
6 mistake -- Bennington, he write down "Breadner,"  
7 but that's not Breadner trailer. Bennington.  
8 Breadner trailer is here, which we return. So he  
9 made a mistake, maybe, Inderjit. He need to write  
10 down "Bennington." He wrote down the "Breadner"  
11 here. Yeah.

12 MS. CARUSO: Can we have an  
13 undertaking to confirm the information that was  
14 recorded at line 10 of the spreadsheet, and that  
15 includes whether or not the vehicle was returned to  
16 Breadner or any other leasing company?

17 THE WITNESS: He just made a  
18 mistake to write down.

19 MS. CARUSO: The location of the  
20 vehicle when it was returned --

21 MR. JASWAL: Before it was  
22 returned, if it was returned?

23 MS. CARUSO: If it was returned,  
24 yeah, and if it was not returned, then the current  
25 location of the vehicle, as well as the name and

1     contact information for who took the vehicle, when  
2     it was taken, and any documents indicating that the  
3     vehicle was taken.

4                     MR. JASWAL:     Yes.

5                     MS. CARUSO:     I will mark the  
6     letter from Bennington Financial Corp dated January  
7     8th, 2025, as Exhibit KK.

8                     EXHIBIT KK:     Letter from  
9                                     Bennington Financial Corp  
10                                    dated January 8, 2025, and  
11                                    attachments

12                    MR. JASWAL:     You're talking about  
13     this package, or just this --

14                    MS. CARUSO:     The letter with the  
15     attachments.

16                    BY MS. CARUSO:

17     977             Q.     Lines 42 to 43 and 45 to 61  
18     of the spreadsheet also indicate that those  
19     vehicles have been returned to Breadner Trailers.

20                    A.     Yes.    Ten trailer, we  
21     returned them back.

22     978             Q.     If you return to the CWB tab  
23     of the PPSA summary, you'll see that CWB registered  
24     security interests against the vehicles listed at  
25     lines 42 to 43 and 45 to 61 of that spreadsheet.

1     What interests did Breadner Trailers have in the  
2     vehicles that were registered to CWB?

3                     A.     No, that thing, he made a  
4     mistake, but only Breadner trailer returned to  
5     Breadner.

6     979                 Q.     Okay.

7                     A.     Yes.   I want to clear that  
8     thing.   Yeah.

9                     MS. CARUSO:   Can we have an  
10    undertaking for the same information that I  
11    requested in my last undertaking with respect to  
12    the vehicles listed at lines 42 to 43 and 45 to 61?  
13    So just to be clear, that's confirmation of the  
14    location of these vehicles, if they were seized,  
15    who they were seized by, where they were --

16                    THE WITNESS:   That CWB one --  
17    okay.   Sorry.

18                    MS. CARUSO:   -- and any documents  
19    indicating that they were seized?

20    U/T               MR. JASWAL:   I'll add in the  
21    name and contact information of who seized it, as  
22    well.

23                    MS. CARUSO:   Yes.   Thank you.

24                    MR. JASWAL:   No problem.

25                    BY MS. CARUSO:

1 980 Q. Lines 37 to 41 in that  
2 spreadsheet also say that those vehicles were  
3 returned to Breadner Trailers. Is this what you're  
4 referring to when you said before that only  
5 Breadner trailers were returned to Breadner?

6 A. Breadner trailer, we had 50  
7 trailer. Then we returned -- let's say, two ones,  
8 and another five trailer, they took it, like,  
9 starting in the January -- around January 7th.

10 981 Q. They took ten --

11 A. 2021, they took it --  
12 starting this month, January, and another ten in  
13 December.

14 982 Q. So you --

15 A. We returned that other ten  
16 trailer.

17 983 Q. So you returned ten  
18 trailers --

19 A. In December.

20 984 Q. In September?

21 A. No, December.

22 985 Q. Oh, December.

23 A. December, and another five  
24 one, they're like -- other guy was used -- using,  
25 so then we tell them to the other carrier that we

1     need that back, and once they returned to our yard,  
2     and we give them back -- Breadner.

3     986                     Q.     Where were those vehicles  
4     that were seized in January located when they were  
5     taken?

6                             A.     In the January? The same --  
7     we returned them to -- returned them to 425  
8     Gibraltar, and we have another warehouse just --  
9     another building. It's 455 Gibraltar Drive.  
10    That's called Galaxy warehouse. We -- I used to,  
11    before that, for cross-docking, load switch, so  
12    they -- he is my good friend, and he allowed me to  
13    drop the trailer there, and they took it from that  
14    455 Gibraltar Drive -- Breadner.

15    987                     Q.     So the drivers drove the  
16    vehicles to 455?

17                             A.     Yeah -- not my company  
18    drivers. No more company, so they dropped there,  
19    and one by one, they took all of them.

20    988                     Q.     Are you aware of any other  
21    AMG Global vehicles currently being located at 455  
22    Gibraltar?

23                             A.     No, no.

24    989                     Q.     They've all been taken?

25                             A.     All been taken, yeah.

1 990 Q. Who operates the facility at  
2 455 Gibraltar?

3 A. That's the furniture company.  
4 His name Gupta -- they own that building.

5 991 Q. How do you spell the name?

6 A. G-U-P-T-A, Gupta. Just -- I  
7 know the only Gupta name.

8 992 Q. Is that --

9 A. He's the owner of that  
10 property, but before, I was renting that place,  
11 too, for the cross-dock load switch, because they  
12 have a loading dock there. We just give them back  
13 in the December end. December 31st was the last  
14 day there.

15 993 Q. December 31st of 2024?

16 A. Yeah, because my contract was  
17 December 31st, so December 31st, it's no more  
18 renting with them.

19 MS. CARUSO: Can I have an  
20 undertaking for the full name of Gupta and the --

21 THE WITNESS: Sudhir. Now I  
22 remember. S-U-D-H-I-R. It's the first name,  
23 Sudhir, last name, Gupta.

24 MS. CARUSO: Okay. Then I'll  
25 have an undertaking for the contact information for

1     Sudhir Gupta. I'd also like an undertaking for a  
2     list of the names of the companies that were using  
3     the Breadner trailers that were then returned to  
4     455 Gibraltar Avenue.

5                     THE WITNESS:     It's Caramex. It's  
6     come from one -- only one company. It's named  
7     Caramex, C-A-R-A-M-E-X.

8                     MS. CARUSO:     I believe I  
9     previously asked for an undertaking for the contact  
10    information for this company.

11   U/T               MR. JASWAL:     Yes. We'll provide  
12   that.

13                     BY MS. CARUSO:

14   994               Q.     Does Caramex owe AMG Global  
15   any money for using those trailers?

16                     A.     They giving me the money.

17   995               Q.     They gave you the money  
18   already. They don't owe you anything?

19                     A.     Yeah, they -- it was rental  
20   terminal. They giving me that money when they  
21   using. Per trailer, \$1,500, because they  
22   be -- that time, load with the Caramex. That's for  
23   AMG, and I owe some money them. So that's why they  
24   said, "If you don't have money to give us, actually  
25   just give some trailer to use that." That's why I

1 gave them.

2 996 Q. When were they paying you  
3 for the trailers?

4 A. No. They didn't pay me.  
5 They (indiscernible) with us. I didn't pay them  
6 that time. Like, last year, and since -- I'm  
7 saying, "Okay, I will pay you, pay you." Then they  
8 want restitution. They said, "Okay, if you don't  
9 have money, actually, give me three to four trailer  
10 that he can use," and then he can...

11 997 Q. You weren't actually paying  
12 them any money, but you ended up giving them the  
13 trailers to use in exchange --

14 A. Yes, yeah.

15 998 Q. -- or instead of paying  
16 them?

17 A. Yes. Yeah.

18 999 Q. This was in 2024?

19 A. Yeah, 2024, since -- they  
20 done the loading in March or April, so they're  
21 using their trailer -- just for -- they're starting  
22 using in the September.

23 1000 Q. They were using them --

24 A. September 2024.

25 1001 Q. Okay, so from September 2024

1 until they returned them --

2 A. Just three -- just January.

3 We returned them January 7th, almost.

4 1002 Q. Was it a bailiff who took  
5 the Breadner vehicles?

6 A. No, we -- like, a -- that  
7 five trailer -- before another ten trailer, we  
8 request to by another company (indiscernible).  
9 They returned them. No bailiff then. We dropped  
10 the ten trailers in their yard, returned there.  
11 It's close to my yard.

12 1003 Q. So those other companies are  
13 the ones that --

14 A. Yes, yeah. I can request  
15 them. We dropped there. All (indiscernible)  
16 trailer, we dropped there. No bailiff.

17 1004 Q. Okay. You have e-mails or  
18 other correspondence with these companies about  
19 bringing these trailers back to return to Breadner?

20 A. You're talking about the  
21 Caramex?

22 1005 Q. Yes.

23 A. No, on the phone call. You  
24 can see when you -- now I'm not using any computer.  
25 No operation, so just talk on the phone.

1 1006 Q. I'm going to show you an  
2 e-mail. This is an e-mail exchange between Phil  
3 Turner from Breadner Trailers and Stephanie  
4 Burrowes from BDO Canada Limited, and this is dated  
5 January 8th, 2025. You can see that Stephanie  
6 Burrowes asks Phil Turner if he can confirm -- if  
7 he's been able to confirm if he has any of the  
8 trucks or trailers in his possession.

9 A. When -- when he sent?

10 1007 Q. This is dated January 8th,  
11 2025.

12 A. No -- it's the 7th or 8th, we  
13 returned. Now you can ask again. That's what  
14 the -- these five trailer. We returned them -- 7th  
15 or 8th. We send the...

16 1008 Q. Okay. I thought --

17 A. Only Mark is the owner of  
18 the -- Mark. He knows that thing.

19 1009 Q. Okay. I thought you said  
20 that some of the trailers were returned in  
21 December, though.

22 A. Yeah, that's -- he's talking  
23 about the five trailer. Another ten, we already  
24 returned them. Yes.

25 1010 Q. Just so I understand

1 correctly -- sorry -- you're saying that there are  
2 about ten trailers that were returned after this  
3 e-mail was sent.

4 A. Five. No, no. Five trailer,  
5 we returned the same day -- 7th or 8th.

6 1011 Q. Same day?

7 A. 7th or 8th day -- five  
8 trailer. Another ten trailer, we already returned  
9 them in the December. Maybe she talking about the  
10 five trailer. Yeah.

11 1012 Q. You're welcome to read the  
12 entire e-mail exchange, but based on my  
13 understanding, she's talking about all of the  
14 trucks or trailers --

15 A. No.

16 1013 Q. -- that Breadner had an  
17 interest in. Do you agree with this statement in  
18 this e-mail?

19 A. It's not showing that she  
20 talking about ten or fifteen trailers, which I know  
21 ten trailer, we give them back. Five -- just  
22 trailer, we gave them just 7th or 8th day. She's  
23 not mentioning anything -- any trailer.

24 MR. JASWAL: "Any of the trucks  
25 or trailers."

1 THE WITNESS: "Hi, Phil, sorry  
2 to" -- so who's asking to -- I know the Phil is the  
3 account manager. "Hi, Phil, sorry to bother you  
4 again." Who's asking?

5 MR. JASWAL: BDO.

6 THE WITNESS: BDO asking. Right?  
7 So what he said after that?

8 MR. JASWAL: "Any."

9 THE WITNESS: So BDO asking to  
10 Phil. So where the Phil reply?

11 BY MS. CARUSO:

12 1014 Q. Just above, he says,  
13 "Nothing here so far."

14 MR. JASWAL: "Nothing here so  
15 far."

16 THE WITNESS: So that's five  
17 trailer she talking -- he's talking about. You can  
18 send the e-mail now, them. You guys asking for the  
19 five trailer. Ten trailer, you can ask them. We  
20 already returned them.

21 BY MS. CARUSO:

22 1015 Q. Your position is that, if we  
23 were to contact Breadner now --

24 A. You can -- yes.

25 1016 Q. -- they would tell us --

1 A. Yes, yeah.

2 1017 Q. -- that they have those  
3 trailers?

4 A. Yes. Yeah, you can contact  
5 them.

6 MS. CARUSO: Okay. I will mark  
7 this e-mail exchange dated January 8th, 2025 --  
8 I'll mark this e-mail exchange between Breadner  
9 Trailers and Stephanie Burrowes from BDO Canada  
10 Limited as Exhibit LL.

11 EXHIBIT LL: E-mail  
12 exchanged between Breadner  
13 Trailers and Stephanie  
14 Burrowes from BDO Canada  
15 Limited dated January 8, 2025

16 BY MS. CARUSO:

17 1018 Q. Mr. Shoker, I understand  
18 nothing's changed and that new developments occur  
19 in relation to these matters, so I'd just like to  
20 remind you that you are under an ongoing obligation  
21 to advise the receiver as to the location of the --

22 A. No --

23 1019 Q. -- property of AMG Global.  
24 So when new information comes to light, we would  
25 appreciate if you can advise the receiver of that.

1 A. No problem.

2 1020 Q. I'll have you turn to line  
3 104 of the spreadsheet. Do you know which leasing  
4 company that was returned to based on the VIN?

5 A. Yes. They're talking about  
6 the forklift. This is 2724. I think we have done  
7 that, but if not, then we can check. The same  
8 Galaxy warehouse, I believe that -- if it's there,  
9 we can get, but I -- according to me, we already  
10 returned that.

11 1021 Q. The same which warehouse?

12 A. 455 Gibraltar.

13 1022 Q. Okay. It was being stored  
14 at 455 Gibraltar?

15 A. This forklift. We --

16 1023 Q. Right.

17 A. Yes.

18 1024 Q. It was being used at 455 --

19 A. Yes, all that have used it.

20 1025 Q. Is it Vault Credit  
21 Corporation that --

22 A. Yes.

23 1026 Q. -- leased that to you?

24 A. Yes. Yes.

25 1027 Q. Do you know when it was

1 returned to Vault?

2 A. Same, in December or  
3 November, because after October, there is no  
4 operation. Before October, we using every day for  
5 the switch the load, this and that, but our last  
6 day was on December 31st. I can look at, like,  
7 tomorrow or Monday there, if it's still there, but  
8 according to me -- because almost three month, we  
9 never go there and look at the forklift or vehicle  
10 there.

11 1028 Q. So you don't know if it's  
12 still at that location?

13 A. But if he -- if he -- no, if  
14 Walia said, it must be -- if still there, then I  
15 can go check in that warehouse. Then I will let  
16 you know, but because I didn't go almost three  
17 months to that warehouse. That's e-mail sent you  
18 by Mr. Walia. If he's telling you that returned,  
19 it's been returned. If -- but still, I will go  
20 there. If the forklift going to be there, we will  
21 return that.

22 1029 Q. Okay. I'm going to show you  
23 an e-mail exchange. This is an e-mail exchange --  
24 the e-mail at the top of the chain is dated January  
25 8th, 2025, and it's between Vault Credit

1 Corporation and Stephanie Burrowes from BDO Canada  
2 Limited.

3 A. Okay. "Does not have" --  
4 okay, I will check Monday. If it's there, then we  
5 will inform you. You can take that if not returned  
6 that.

7 MS. CARUSO: Just to confirm, I'd  
8 like an undertaking that Mr. Shoker and the  
9 logistics coordinator, too -- sorry, I don't recall  
10 his name right now.

11 MR. JASWAL: Mr. Walia.

12 MS. CARUSO: Yes. That they go  
13 to 455 Gibraltar Avenue to confirm whether this  
14 forklift or any other vehicles owned or leased by  
15 AMG Global are at that location.

16 U/T MR. JASWAL: Yes.

17 MS. CARUSO: If so, we would like  
18 confirmation of same.

19 U/T MR. JASWAL: Yes, of course.

20 MS. CARUSO: I will mark the  
21 e-mail exchange between Vault Credit Corporation  
22 and Stephanie Burrowes as Exhibit MM.

23 EXHIBIT MM: E-mail exchange  
24 between Vault Credit  
25 Corporation and Stephanie

1 Burrowes from BDO Canada  
2 Limited dated January 8, 2025

3 MS. CARUSO: I have a few more  
4 lines, but we would also like an undertaking for  
5 Mr. Shoker to confirm the accuracy of all of the  
6 statements that have been included in this  
7 spreadsheet.

8 U/T MR. JASWAL: Yes.

9 MS. CARUSO: And to the extent  
10 that there are any changes, we would expect to be  
11 advised of those.

12 U/T MR. JASWAL: Of course.

13 BY MS. CARUSO:

14 1030 Q. I will ask you about line  
15 64.

16 MR. JASWAL: Is that the 2019  
17 Volvo?

18 MS. CARUSO: Yes, 2019 Volvo 760.

19 THE WITNESS: Returned to BDO?

20 MR. JASWAL: No. It says,  
21 "Returned to leasing company."

22 BY MS. CARUSO:

23 1031 Q. Do you recall which leasing  
24 company?

25 A. No.

1 1032 Q. If you turn to the  
2 Bennington tab --

3 MR. JASWAL: I don't see a  
4 Bennington tab. Do you know what page it's on,  
5 Counsel? That might be easier. If you want to --  
6 before or after one of the other secured parties?

7 MS. CARUSO: It's page 8. My  
8 apologies --

9 MR. JASWAL: No, that's okay.

10 MS. CARUSO: -- for not having  
11 the tab there. This is a summary of the security  
12 interests registered by Equirex, a division of  
13 Bennington Financial Corp.

14 MR. JASWAL: Okay.

15 THE WITNESS: I don't know about  
16 this.

17 BY MS. CARUSO:

18 1033 Q. Sorry, what did you say?

19 A. No, no. I have no idea about  
20 this.

21 1034 Q. You don't know about that?

22 A. No.

23 1035 Q. Do you know whether that  
24 vehicle has been returned to Bennington?

25 A. No, that's -- I have no idea.

1 I have to ask the -- Inderjit Walia.

2 1036 Q. By ask them, you mean?

3 A. Because he send the e-mail.

4 Right? Because he came -- he came to my office. I  
5 requested him. We had to reply you guys. That  
6 day, he came that day. In one day, he send me  
7 that, but according to me, like -- you know, we  
8 already returned the vehicle every -- to every  
9 single one -- the bailiff (indiscernible). But  
10 when I go there, I will check in the warehouse,  
11 whatever I put -- Flex-Cap. I don't know -- but I  
12 will go there whenever, and I will check that.

13 MS. CARUSO: I'd like an  
14 undertaking to confirm the location of the vehicle  
15 listed at line 64 for which Bennington has a  
16 security interest. So that includes confirming  
17 whether or not it was, in fact, returned to the  
18 leasing company. If so, who took it and when and  
19 their contact information, the location of the  
20 vehicle when it was taken, and if it has not been  
21 taken, then details about the current location of  
22 that vehicle.

23 U/T MR. JASWAL: That's a yes.

24 BY MS. CARUSO:

25 1037 Q. Earlier, I showed you a

1 letter dated January 8th, 2025, from Bennington.  
2 If you look at the first page of that letter,  
3 there's a paragraph from Michelle Carleton, who's a  
4 law clerk with Bennington, that says:

5 "I can confirm that  
6 Bennington has recovered the  
7 equipment under lease  
8 20009316. All other  
9 equipment was deemed  
10 unrecoverable by our  
11 bailiffs." [as read]

12 MR. JASWAL: May I? He's just  
13 asking --

14 MR. CHOCHLA: As long as you...

15 MR. JASWAL: Yes, of course.

16 Sorry, I just told him that they said that they've  
17 recovered under this lease, but not under these  
18 ones -- just for the record.

19 THE WITNESS: It's truck and  
20 trailers?

21 BY MS. CARUSO:

22 1038 Q. The lease agreements are  
23 attached to the letter, if you'd like to look at  
24 them to refresh your memory.

25 A. It's same -- maybe same

1     lease...

2                     MR. JASWAL:     Counsel, I'm looking  
3     at the lease contract numbers, and they don't seem  
4     to be the same as the ones indicated here, at least  
5     the ones in the tabs, but...

6                     THE WITNESS:    That's not belong  
7     to us.   That's --

8                     MR. JASWAL:     Yeah, that's --

9                     THE WITNESS:    This one person --  
10    Mohammed Kashif Sadiq -- that's not mine.

11                    MR. JASWAL:     It's a different...

12                    BY MS. CARUSO:

13    1039            Q.    This first tab -- there's  
14    two kind of tabs.   The first one in the letter --  
15    the VIN that's listed on that page is Schedule B.  
16    That's the same VIN number that's listed at line 64  
17    of the spreadsheet.

18                    MR. JASWAL:     Okay.   Yeah, the  
19    reason -- what I was saying is this lease number  
20    doesn't seem to match what's listed on the cover  
21    page by Michelle Carleton.   That's what I was  
22    saying.

23                    MS. CARUSO:     Okay.

24                    MR. JASWAL:     Yeah, and then I'm  
25    looking at Schedule C, and this entity here seems

1 to be completely different than AMG.

2 MS. CARUSO: Okay. There is a  
3 security interest in this vehicle that has been  
4 registered by Bennington against AMG Global, and  
5 there's an amendment statement.

6 MR. JASWAL: Yes, I see that.

7 THE WITNESS: This is not my  
8 company.

9 BY MS. CARUSO:

10 1040 Q. It says "Debtor, 8438048  
11 Canada Inc."

12 A. Yeah, this is my company, but  
13 1389, I don't know about that.

14 1041 Q. Do you know Mohammed Kashif  
15 Sadiq? Is that name familiar?

16 A. I have a driver, three, four,  
17 Mohammed Kashif, but I don't know who -- which  
18 Kashif is -- I know the Kashif Salim. Mohammed  
19 Sadiq, I don't know. I don't think so. I know the  
20 Mohammed -- Kashif Salim, not Sadiq. Kashif Salim,  
21 I know the person.

22 1042 Q. But not --

23 A. Not Sadiq.

24 1043 Q. Do you know anything about  
25 that vehicle, the --

1 A. No. No.

2 1044 Q. It's a 2019 Volvo 760.

3 A. If I know the unit number,  
4 then I can say what -- numbered -- Kashif or this  
5 company. I don't know. I don't...

6 1045 Q. Okay. We're asking because  
7 it's been listed in the PPSA summary, so --

8 MR. JASWAL: That's fair.

9 MS. CARUSO: We'll mark  
10 the -- oh, sorry, this has already been marked as  
11 an exhibit.

12 BY MS. CARUSO:

13 1046 Q. Do you have any other  
14 information about the whereabouts or location of  
15 the trucks, trailers, and vehicles listed in this  
16 spreadsheet that you've not already told me?

17 A. No, we have only two  
18 location, 7388 Guelph Line, 425 Gibraltar. Yeah,  
19 but -- 455 Gibraltar -- same -- it's kind of same  
20 building, so it's hard -- we have (indiscernible)  
21 all -- four location. Other than that, no.

22 1047 Q. Nothing else? Are you aware  
23 of the location of any other trucks, trailers, and  
24 vehicles that are owned or leased by AMG Global and  
25 that have not been included in this spreadsheet?

1 A. No, only -- which locations  
2 I'm telling you, I know only about that.

3 1048 Q. That's the vehicle that's at  
4 Just Trux -- at that lot?

5 A. Just Trux -- only location I  
6 know, Lorimar, but Oakville -- I know he moved to  
7 Oakville, but I don't know the exact address. I  
8 have to ask him.

9 1049 Q. Okay. Were any of AMG  
10 Global's vehicles being stored at the Lorimar  
11 location?

12 A. Lorimar location, Just Trux,  
13 he was right there before, but he moved last month  
14 to Oakville. He was telling me on the phone,  
15 because he already moved actually three months ago,  
16 and that time, he had both location, Lorimar and  
17 there, but now Lorimar is permanently -- he moved  
18 from there.

19 1050 Q. He moved everything from  
20 there?

21 A. Yes, yeah. I can provide the  
22 phone number if you want. You can ask him.

23 1051 Q. I believe we've asked for  
24 that information.

25 MR. JASWAL: We have that, yes.

1 BY MS. CARUSO:

2 1052 Q. Is AMG Global still paying  
3 rent at 425 Gibraltar?

4 A. No.

5 1053 Q. Does it pay rent at 455  
6 Gibraltar?

7 A. In the December, it's done,  
8 because I have a contract with them December 31st.  
9 Yeah. Even last two -- two payment, I didn't make,  
10 so what -- yes, I had a contract until December  
11 31st.

12 1054 Q. Are any of AMG Global's  
13 trucks, trailers, or other vehicles located at 6950  
14 Kenderry Gate in Mississauga?

15 A. No. No.

16 1055 Q. Are any of those trucks,  
17 trailers, or other vehicles located at the  
18 properties of Royal Bhatti or BJS Transport?

19 A. No. Royal Bhatti has no  
20 yard, nothing. But BJS, they don't have that  
21 there -- yard.

22 1056 Q. They don't have a yard  
23 either?

24 A. Before, they don't have, but  
25 right now, I don't know, because they have moved

1 from my yard, so I have no idea where they moved.

2 1057 Q. Who else would have  
3 information about the location of AMG Global's  
4 trucks, trailers, and other vehicles?

5 A. Who has information?

6 1058 Q. Who else would have  
7 information?

8 A. Nobody. Only me and my  
9 staff. We don't have any other location.

10 1059 Q. Is you, the logistics  
11 coordinator, and who else from your staff would  
12 have that information?

13 A. We already provide the --  
14 well, other employee list. You can ask them. I  
15 can provide the phone number, as well. This one.

16 1060 Q. All of these individuals  
17 would have some information about where the trucks  
18 and trailers and other vehicles?

19 A. Now, two or three months,  
20 they're not working. Before, yeah, they know. All  
21 trailer at 425 Gibraltar. Now, I don't I think so  
22 they -- how they know? Because if they are not  
23 working with us...

24 1061 Q. When did they stop working?

25 A. Three, almost -- in

1 September, October -- around October, mid.

2 1062 Q. Would your daughter have any  
3 information about the location of the trucks or  
4 trailers?

5 A. No, she never came to the --  
6 our office. She is going to university. She is  
7 student there.

8 1063 Q. Okay. Are you aware of any  
9 efforts being taken to alter or remove the GPS  
10 system contained in the trucks that are owned or  
11 leased by AMG Global?

12 A. Removed or --

13 1064 Q. Removed or altered? Do you  
14 know if someone has ever tried to take the GPS  
15 system out --

16 A. No.

17 1065 Q. -- or tamper with it in any  
18 way?

19 A. No, I have no idea. I don't  
20 think so. Why they need to remove the GPS? Yeah.

21 1066 Q. Have you told me everything  
22 you know about the location of the vehicles that  
23 are owned and leased by AMG Global?

24 A. Can you repeat again?

25 1067 Q. Have you told me everything

1     you know --

2                             A.     Yes, I did.    Yes.

3     1068                   Q.     -- about the location of the  
4     vehicles owned or leased --

5                             A.     Yes, only three location  
6     here.   7388 Guelph Line, 425 Gibraltar, and 455  
7     Gibraltar -- and Lorimar.   Only four.

8     1069                   Q.     After this examination, if  
9     you recall or if you otherwise obtain information  
10    about the location of those vehicles, will you  
11    undertake to provide us with that information?

12                            A.     Sure.

13                           MS. CARUSO:   I'd like to mark the  
14    spreadsheet with the list of VINs from the PPSA  
15    registration that we received on December 20th,  
16    2024, as Exhibit NN.

17                           EXHIBIT NN:   Spreadsheet  
18                           with list of VINs from the  
19                           PPSA registration received on  
20                           December 20, 2024

21                           MS. CARUSO:   And I will mark the  
22    PPSA summary document, which has -- at the top, it  
23    says, "File currency date, November 13th, 2024."  
24    We'll mark that as Exhibit OO.

25                           EXHIBIT OO:   PPSA summary

1 document with file currency

2 date of November 13, 2024

3 BY MS. CARUSO:

4 1070 Q. Have any VINs been removed  
5 from any trucks, trailers, or other vehicles that  
6 are owned or leased by AMG Global?

7 A. No.

8 1071 Q. Are you aware of any of AMG  
9 Global's employees or subcontractors removing VINs  
10 from those vehicles?

11 A. No. That's not in my  
12 knowledge.

13 1072 Q. Are you aware of whether any  
14 VINs have been removed from vehicles that were  
15 owned by subcontractors but that were being stored  
16 at 425 Gibraltar?

17 A. That, I have no idea about  
18 the contractors.

19 1073 Q. Did CWB ask AMG Global to  
20 have other creditors prepare letters setting out  
21 their security interests in AMG Global's property?

22 A. CWB? What?

23 1074 Q. Canadian Western Bank.

24 A. Okay.

25 1075 Q. Do you recall Canadian

1 Western Bank asking AMG Global to have its other  
2 creditors prepare letters that set out their  
3 interests in AMG Global's property?

4 A. No. Even -- I don't get your  
5 point, but no.

6 1076 Q. You don't recall that?

7 A. No.

8 1077 Q. For reference, I'll have you  
9 turn to paragraph 32 of the affidavit of Jay  
10 Hamblin that is included in CWB's application  
11 record for the receivership. It's paragraph 32.

12 A. I don't understand. What's  
13 mean this?

14 1078 Q. You don't understand --

15 A. No, I don't understand the  
16 question.

17 1079 Q. -- what's stated at  
18 paragraph 32? Here, I'll have you look at the  
19 Exhibit W that's included in this version. Sorry,  
20 I wasn't intending on putting that to him.

21 MR. JASWAL: Yes.

22 BY MS. CARUSO:

23 1080 Q. It says that CWB obtained  
24 estoppel letters from certain creditors of the  
25 debtor holding pre-existing security registrations.

1 Have you --

2 MR. JASWAL: Do you want to  
3 finish your question?

4 BY MS. CARUSO:

5 1081 Q. Have you seen those letters  
6 before?

7 A. I don't understand. Which  
8 letter are you saying this?

9 1082 Q. I'll show you Exhibit W of  
10 this affidavit, and you can skim through. There's  
11 a number of letters included there.

12 MR. JASWAL: It may be beneficial  
13 if I give him a quick translation as to what you  
14 pose, just so I can say it verbatim. Do you want  
15 to repeat --

16 MS. CARUSO: I'm not even sure I  
17 remember the question I asked.

18 MR. JASWAL: I can summarize it,  
19 but I mean, I don't want to -- you know, just to  
20 ensure that his response is also the same, I don't  
21 want to say anything that is a bit more broad than  
22 you may have posed.

23 BY MS. CARUSO:

24 1083 Q. Maybe, before we do that, I  
25 can ask if -- do you recognize --

1 A. No.

2 1084 Q. -- the documents included  
3 there?

4 A. No, but I don't understand  
5 your question, what it is.

6 1085 Q. Have you seen the letters  
7 included there before?

8 A. No. It's 2023. It's two  
9 years. Right? It's recently, then I can say.  
10 This is July '23, almost. Almost two years. I  
11 don't remember that.

12 1086 Q. Did you look through all of  
13 the letters that are at this exhibit? There's a  
14 few of them.

15 A. No, I never seen these kind  
16 of letters. No.

17 1087 Q. You've never seen any of the  
18 letters before?

19 A. No. Even I don't know what's  
20 mean this letter. I have no idea.

21 1088 Q. I'm going to show you an  
22 e-mail exchange between Bennington Financial Corp  
23 and an e-mail address -- it's Safety AMG.

24 A. Okay.

25 1089 Q. The signature line shows

1 someone named Harmandeep Kaur.

2 A. Yes, that's the safety girl.

3 Yeah.

4 1090 Q. That's the, what, sorry?

5 The safety --

6 A. Safety girl. Years ago,

7 maybe.

8 1091 Q. The safety and compliance

9 manager?

10 A. Yes, yeah. What's your  
11 question? "No interest letter and" -- yes, safety  
12 girl.

13 1092 Q. Did you know that Mr. Kaur  
14 was asking Bennington for what he refers to as a  
15 "no interest letter" in his e-mail?

16 A. I don't -- I don't know.  
17 What kind of interest letter? What's mean, this?  
18 This new word for me.

19 1093 Q. By "no interest," or  
20 sometimes it's referred as "estoppel" in the  
21 documents --

22 A. And she was asking to who?  
23 Bodkin?

24 1094 Q. In this particular e-mail  
25 exchange, to -- yes, to Bodkin, a division of

1 Bennington Financial Corp., and just so we  
2 understand each other correctly, a no interest  
3 letter or an estoppel letter is a letter from a  
4 creditor that explains the interest that they have  
5 in a particular debtor's property.

6 A. That's in the 2023, so I  
7 don't know anything. It's long time ago. Yeah.  
8 If I now know, then I can tell you, but almost two  
9 years -- even I -- I have no idea what she's  
10 talking about here.

11 MS. CARUSO: In that case, I'd  
12 like an undertaking to obtain information about who  
13 from AMG Global asked for the letters that are  
14 included at Exhibit W of the affidavit of Jay  
15 Hamblin.

16 THE WITNESS: What this mean? No  
17 interest letter.

18 MR. JASWAL: I can't really  
19 explain that without -- he's asking what's a no  
20 interest letter. I know you tried to explain that  
21 to him, but I just don't think he's understanding.

22 BY MS. CARUSO:

23 1095 Q. Okay. In this case, there  
24 were a number of creditors who -- a number of  
25 leasing companies and the bank, for example, who

1 had various security interests in the assets of AMG  
2 Global. Do you agree with that?

3 A. A little confused. Like, can  
4 you form your question...

5 1096 Q. I'm just trying to help  
6 explain to you the purpose of those letters.  
7 They're letters that sometimes one creditor will  
8 ask a debtor to obtain from their other creditors  
9 so that that creditor understands the nature of the  
10 other creditor's security interests in your  
11 property. According to paragraph 32 of the  
12 affidavit of Jay Hamblin that we looked at earlier,  
13 CWB wanted to understand the security interests  
14 that your other creditors had.

15 A. In 2023. Right?

16 1097 Q. So they requested these  
17 letters.

18 A. Maybe they ask, but I don't  
19 know why they ask that. But that time, I was  
20 director of that company, 14 -- whatever, that I  
21 own.

22 1098 Q. You were the director of --

23 A. To 14 --

24 1099 Q. -- AMG Global?

25 A. AMG Global and -- are you

1 talking about the 7388 property or AMG?

2 1100 Q. No, I'm talking about AMG.

3 I'm still talking about AMG here.

4 A. Yeah, so maybe they ask or

5 not, but I don't know how to give you answer.

6 1101 Q. Okay.

7 A. I totally not understanding

8 about this thing here.

9 1102 Q. I'm just trying to  
10 understand whether or not you have seen these  
11 letters before or if you know anything about the  
12 letters.

13 A. If that is here --  
14 Harmandeep, yeah, she was working with me that  
15 time -- years, years ago. Yeah, that's our e-mail.  
16 That's our logo. She must have --

17 1103 Q. So she --

18 A. Yeah, but I don't know why  
19 she asked, or why -- that, I don't know.

20 MS. CARUSO: Can I have an  
21 undertaking, then, of who from AMG Global was  
22 responsible for providing the no interest or  
23 estoppel letters to CWB and their contact  
24 information?

25 MR. JASWAL: Counsel, just to

1 confirm, you have two undertakings. The first one  
2 was an undertaking to obtain information about who  
3 from AMG asked for the letters with respect to the  
4 various secured creditors -- secured parties,  
5 sorry -- as listed in Schedule -- sorry, at tab W,  
6 I believe it is.

7 MS. CARUSO: Yes, Exhibit W.

8 MR. JASWAL: The second one is an  
9 undertaking, who from AMG was responsible for  
10 providing the no interest letter to CWB and their  
11 respective contact information?

12 MS. CARUSO: That's correct.

13 MR. JASWAL: Okay.

14 MS. CARUSO: And the respective  
15 contact information of the --

16 MR. JASWAL: The first -- sure.

17 MS. CARUSO: We can mark Exhibit  
18 W of the affidavit of Jay Hamblin as Exhibit PP.

19 EXHIBIT PP: Exhibit W of  
20 the affidavit of Jay Hamblin

21 BY MS. CARUSO:

22 1104 Q. I asked you earlier about  
23 14713737 Canada Inc.

24 A. Mm-hmm.

25 1105 Q. I'm going to refer to it as

1 "147" for short form. Are you still a director of  
2 147?

3 A. No.

4 1106 Q. I believe I asked about the  
5 resignation earlier today. What type of business  
6 is 147?

7 A. Just -- no business. Nothing  
8 is -- holding company.

9 1107 Q. It's a holding company?

10 A. Yes.

11 1108 Q. Is it a holding company for  
12 the 7388 Guelph --

13 A. Yes.

14 1109 Q. -- Line location?

15 A. Yes.

16 1110 Q. What about 7372 Guelph Line?

17 A. That's same property. It's  
18 two portions.

19 1111 Q. Does it own any other  
20 property?

21 A. No. This property has two --  
22 maybe two or three, it has, but it's same property.  
23 Not -- yeah.

24 1112 Q. Are there any other  
25 addresses for this property? You said two or

1 three.

2 A. No. Address meaning they  
3 have two small home in this --

4 1113 Q. On the same property,  
5 though?

6 A. Yes, yes. Yeah.

7 1114 Q. Does 147 have any other  
8 assets?

9 A. No.

10 1115 Q. What is 147's relationship  
11 to AMG Global?

12 A. No, nothing. Before, I was a  
13 director there. No relation.

14 1116 Q. It was using the 7388  
15 location to store some of its vehicles at some  
16 point?

17 A. Yes, yes. That's -- yeah.

18 1117 Q. That's it though?

19 A. That's it.

20 1118 Q. Did AMG Global ever loan any  
21 money to 147?

22 A. That thing was my accountant,  
23 ASK. I don't know why he put like this, is a  
24 stupid thing, but it's never, ever happened. It's  
25 never, ever loan.

1 1119 Q. Your accountant put --

2 A. The accountant, they made --

3 1120 Q. Your accountant, in the  
4 financial statements --

5 A. Yes.

6 1121 Q. -- indicated that a loan was  
7 made available to 147 by AMG Global.

8 A. Yes, and now I realize why,  
9 because he tried to get me the bigger line of  
10 credit and show to the CWB that kind of statement.  
11 Other than that, it's never, ever happened. No --  
12 never, ever any loan.

13 1122 Q. No loan was ever made?

14 A. No, no. Nothing, but he just  
15 tried to -- I had \$4.2 million line. I don't know  
16 how it works. Like, they mentioned this is a thing  
17 maybe I can get a bigger line. That's why they  
18 made a financial like this. Otherwise, no loan.  
19 Nothing like this.

20 1123 Q. Did you say anything to the  
21 accountant when you saw that this loan was  
22 indicated in the financial statements?

23 A. I knew that thing just now  
24 when these -- month or two months ago, when you  
25 send the letter, and you asking for that kind of

1     thing. Before, I never noticed. Now, are you  
2     asking it's a loan. He going to try to get the  
3     bigger line of credit as well. I just recently  
4     knew about that thing, after December 4th, because  
5     this is -- I never read that -- our financial.  
6     Right? So I have a thing -- they're doing that  
7     kind of stuff, even all Texas. He filling up  
8     that there, my accountant -- Abdul.

9     1124                   Q.     Why did the accountant want  
10    to increase the line of credit with CWB?

11                         A.     I requested that because my  
12    cash flow was low, so that's why. Every company  
13    has one of -- like, before, I had a \$1.8 million  
14    line of credit RBC, then my expense goes up, and I  
15    switch back to the CWB, before time, too, and  
16    still, I want to save my company. That's why I  
17    requested for the little bigger line of credit.  
18    You can check through the CWB, whatever with the  
19    accountant. We requested that thing. Then he made  
20    that financial -- like, six, seven months ago.

21    1125                   Q.     I'll show you a copy of the  
22    financial statements for the year ending December  
23    31st, 2023. I'll start with -- just going to put  
24    an arrow there -- the review engagement report, and  
25    I've put an arrow next to a paragraph that I'd like

1     you to review.

2                     A.     Yes, it shows that, but I  
3     signed that -- but that loan thing has never, ever  
4     happened. We never give the loan to anyone. I  
5     know that thing, but sometime when we do the  
6     dealers, we never check the paper, only we sign it.

7     1126               Q.     Okay. This paragraph, it  
8     says:

9                     "Management is responsible  
10                    for the preparation and fair  
11                    presentation of these  
12                    financial statements in  
13                    accordance with Canadian  
14                    accounting standards for  
15                    private enterprises." [as  
16                    read]

17                    And:

18                    "For such internal control as  
19                    management determines is  
20                    necessary to enable the  
21                    preparation of financial  
22                    statements that are free from  
23                    material misstatement,  
24                    whether due to fraud or  
25                    error." [as read]

1                   A.    Yeah, that's why -- now, I  
2   reading this thing. They want to save theirselves.  
3   That's why they mention here. Otherwise, even I  
4   don't know about this company, ND LLP. Who?  
5   Because my accountant, his company named ASK. He's  
6   using this lawyer. I never met him in my life.

7   1127               Q.   You've never met --

8                   A.    This ND --

9   1128               Q.   -- anyone from ND LLP?

10                  A.    No, never. Never. Even -- I  
11   don't know where this office from. Like, if  
12   he's -- accountant saying that thing, at least me  
13   or anybody, ask them to where that amount. Like, a  
14   cheque, e-transfer -- anything. Right? It was  
15   nothing -- never exists. They just put in the  
16   financial -- just get them a bigger line of credit.  
17   That's it.

18   1129               Q.   On page 2 of the document,  
19   if you --

20                   MR. JASWAL:   Sorry, page 2?

21                   MS. CARUSO:   Yes.

22                   BY MS. CARUSO:

23   1130               Q.   You can see under, "Assets,"  
24   it says, "Due from related party," and it has an  
25   amount, as of December 31st, 2023, of \$2,507,000?

1                           A.    Yeah.  That's the -- they  
2    mention in the financial just for that, my line of  
3    credit.  Otherwise, there's nothing like this.  
4    Never, ever, not even one dollar.

5    1131                   Q.    It was ASK Associates, the  
6    accountant --

7                           A.    ASK Associates.  They did --  
8    Yes.

9    1132                   Q.    ASK Associates did that.  
10   That's the same accountant that you mentioned  
11   earlier?

12                          A.    I have an accountant only  
13   ASK --

14   1133                   Q.    One?

15                          A.    And he -- maybe he using this  
16   chartered accountant to make this financial.  In  
17   the starting, my accountant, he got me the line of  
18   credit with the CWB, and he's using only these  
19   things getting for the bigger line of credit.  
20   That's it.  Nothing more than that.

21                          MS. CARUSO:   We'll mark the  
22   financial statements for the year ending December  
23   31st, 2023, as Exhibit QQ.

24                          EXHIBIT QQ:   Financial  
25   statements for year ending

1 December 31, 2023

2 BY MS. CARUSO:

3 1134 Q. I'm going to show you a  
4 statement of financial position as at August 31st.  
5 This is for August 2024. You can see under,  
6 "Current assets," there is an amount for a loan  
7 receivable. That's approximately \$1.5 million.

8 A. Receivable?

9 1135 Q. Pardon?

10 A. Oh, sorry.

11 MR. JASWAL: Sorry, I think he  
12 was asking "receivable?"

13 THE WITNESS: Loan receivable or  
14 what?

15 BY MS. CARUSO:

16 1136 Q. It says "loan receivable" on  
17 this document?

18 A. From which company, 147?

19 1137 Q. I'm not sure. It just says  
20 "loan receivable" --

21 A. Whatever he's saying here,  
22 he's just trying to -- because he already made a  
23 total of '23, that kind of document. He has to go  
24 according to that document. That's why he  
25 mentioned all these things. Otherwise that's not

1 do -- nothing like this, like, any loan.

2 1138 Q. This was also prepared by  
3 your accountant at ASK Associates?

4 A. Yes. Yeah, everything, he  
5 is. Yeah.

6 MS. CARUSO: I'll mark this  
7 statement of financial position for August 2024 as  
8 Exhibit RR.

9 EXHIBIT RR: Statement of  
10 financial position for August  
11 2024

12 BY MS. CARUSO:

13 1139 Q. Did AMG Global ever make any  
14 loans available to any entities?

15 A. No.

16 1140 Q. Has AMG Global ever made any  
17 loans available to any of its employees?

18 A. No. Loan, like -- sometime  
19 we give the cash ones, like, \$4,000, \$5,000, and  
20 after that, we just in the -- when they do the  
21 working -- that's all...

22 1141 Q. Are the properties owned by  
23 the 147 company -- are they residential or  
24 commercial properties?

25 A. It's kind farmhouse, so I can

1 say commercial -- I don't know exactly. It's not  
2 commercial. It's residential --

3 1142 Q. Residential?

4 A. Residential with farm. Yeah.  
5 With land.

6 1143 Q. But it's on a farm?

7 A. Farm, but they have there a  
8 repair shop -- for farm users, repair shop, corner  
9 store -- just for farm use, so I don't know if we  
10 can call him commercial or residential.

11 1144 Q. Does anyone live there?

12 A. Yes.

13 1145 Q. Who?

14 A. One of the -- who's the --  
15 owner of this company. Daniel Piszko and their  
16 family. They're living there.

17 1146 Q. The owner of the 147  
18 company?

19 A. Yes, yeah.

20 1147 Q. Is there any farming  
21 equipment located at that property?

22 A. Yes.

23 1148 Q. What type of equipment?

24 A. Like, tractors -- all related  
25 to farming thing. Everything is there.

1 1149 Q. Who owns that farming  
2 equipment?

3 A. Daniel. He's the owner.

4 1150 Q. Is it the --

5 A. Daniel Piszko.

6 1151 Q. -- 147 company that runs it?

7 A. 147. 147.

8 MS. CARUSO: I'd like an  
9 undertaking for a complete list of all of the  
10 farming equipment owned by 147.

11 U/T MR. JASWAL: Yes.

12 BY MS. CARUSO:

13 1152 Q. Have you told me everything  
14 you know about 147?

15 A. Yes.

16 1153 Q. After this examination, if  
17 you recall or if you otherwise obtain information  
18 about 147, and if you obtain any additional  
19 information about what is recorded as a loan having  
20 been made to 147 by AMG Global, will you undertake  
21 to provide us with that information?

22 A. Yes. Okay.

23 MS. CARUSO: I'd like an  
24 undertaking for the contact information for Manmeet  
25 Shoker and for Jasvir Kaur Shoker.

1 THE WITNESS: She is my wife,  
2 Jasvir.

3 BY MS. CARUSO:

4 1154 Q. Yes.

5 A. Okay. You need information?

6 1155 Q. The contact information.

7 A. Okay.

8 U/T MR. JASWAL: Sorry, I thought  
9 you were -- yeah, that's fine.

10 MS. CARUSO: Subject to any  
11 further questions that may arise in light of the  
12 answers to the undertakings and any of the  
13 documents that we have requested, either during the  
14 undertakings or in the notice of examination, that  
15 concludes my examination for today.

16 MR. JASWAL: Thank you.

17 --- Whereupon the proceeding concluded at 6:11 p.m.

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CANADIAN WESTERN BANK

Applicant

-and-

8438048 CANADA INC.

Respondent

Court File No. CV-24-00729834-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD OF THE  
RECEIVER VOLUME 2 OF 4  
(RETURNABLE MARCH 11, 2025)**

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