

**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

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto ON M5H 2T6
Fax: 416 364 7813

Dylan Chochla (LSO: 62137I)
dchochla@fasken.com
Tel: +1 416 868 3425

Jennifer L. Caruso (LSO: 79321K)
jcaruso@fasken.com
Tel: +1 416 865 4471

Lawyers for the Receiver, BDO Canada Limited

**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

INDEX

Tab	Document
	VOLUME 1
1.	Notice of Motion dated, February 28, 2025
2.	First Report of the Receiver dated, February 28, 2025 Schedule "A"
A.	Appendix "A" – Receivership Order of Justice Black dated December 4, 2024
B.	Appendix "B" – Amended and Restated Receivership Order of Justice Black dated January 16, 2025
C.	Appendix "C" – Corporate Profile Reports of 8438048 Canada Inc.
D.	Appendix "D" – Corporate Profile Report of GFS International Inc.
E.	Appendix "E" – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 4, 2024
F.	Appendix "F" – Letter from Dhanbir Jaswal to Fasken Martineau DuMoulin LLP dated December 6, 2024
G.	Appendix "G" – Corporate Profile Report of B.J.S. Transport Ltd.
H.	Appendix "H" – Photos of vehicles at 6950 Kenderry Gate, Mississauga, Ontario

I.	Appendix “I” – Email from TRB Bailiff to BDO Canada Limited dated December 23, 2024
J.	Appendix “J” – Corporate Profile Report of 14713737 Canada Inc.
K.	Appendix “K” – Title Searches for 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
L.	Appendix “L” – Photos of 7372 Guelph Line and 7388 Guelph Line, Campbellville, Ontario
M.	Appendix “M” – Vehicle ownership for Vehicle Identification Number #5V8VC5320RT40712
N.	Appendix “N” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated December 17, 2024
O.	Appendix “O” – Excel spreadsheet with comments from 8438048 Canada Inc.
P.	Appendix “P” – Email from David Powrie to BDO Canada Limited dated December 17, 2024 with enclosure
Q.	Appendix “Q” – Email from BVD Equipment Finance Inc. to BDO Canada Limited dated December 18, 2024 with enclosure
R.	Appendix “R” – Email from Mitsubishi HC Capital Canada to BDO Canada Limited dated January 8, 2025
S.	Appendix “S” – Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 8, 2025 with enclosure
T.	Appendix “T” – Email from Breadner Trailers to BDO Canada Limited dated January 8, 2025
U.	Appendix “U” – Email from Vault Credit Corporation to BDO Canada Limited dated January 7, 2025
V.	Appendix “V” – Email from Ariel Dorfman to BDO Canada Limited dated January 8, 2025 with enclosure
W.	Appendix “W” – Email from Bennington Financial to BDO Canada Limited dated January 8, 2025
X.	Appendix “X” – Notice of Examination dated January 7, 2025
Y.	Appendix “Y” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 9, 2025
VOLUME 2	
Z.	Appendix “Z” – Endorsement of Justice Black dated January 16, 2025
AA.	Appendix “AA” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated January 20, 2025
BB.	Appendix “BB” – Transcript of the examination under oath of Narinder Shoker held on January 24, 2025
VOLUME 3	
CC.	Appendix “CC” – Responses to undertakings received January 31, 2025
DD.	Appendix “DD” – Letter from Fasken Martineau DuMoulin LLP to Dhanbir Jaswal dated February 11, 2025
EE.	Appendix “EE” – Diagram of related entities
FF.	Appendix “FF” – Sample email from 8438048 Canada Inc.

GG.	Appendix “GG” – Email from Velocity Logistics to BDO Canada Limited dated January 6, 2025
HH.	Appendix “HH” – Email exchange between Monaghan Mushrooms and BDO Canada Limited dated February 10, 2025 with enclosure
II.	Appendix “II” – <i>Personal Property Security Act</i> Search Results for B.J.S. Transport Ltd.
JJ.	Appendix “JJ” – Corporate Profile Report of AMG Global Forwarding Inc.
KK.	Appendix “KK” – Corporate Profile Report of AMG Warehousing & Distribution Inc.
LL.	Appendix “LL” – Corporate Profile Report of Royal Bhatti Transport Inc.
MM.	Appendix “MM” – Corporate Profile Report of 2181626 Alberta Inc.
NN.	Appendix “NN” – Corporate Profile Report of 15452074 Canada Inc.
OO.	Appendix “OO” – Corporate Profile Report of Ardor Logistics Inc.
PP.	Appendix “PP” – Corporate Profile Report of Kaizen Translines Inc.
QQ.	Appendix “QQ” – Corporate Profile Report of 2778735 Ontario Inc.
RR.	Appendix “RR” – Corporate Profile Report of Gurfateh Truck and Trailer Repairs Inc.
SS.	Appendix “SS” – Financial Statements dated December 31, 2023
TT.	Appendix “TT” – Financial Statements dated as of August 31, 2024
UU.	Appendix “UU” – Demand Letter to 14713737 Canada Inc. dated January 10, 2025
VOLUME 4	
VV.	Appendix “VV” – Estoppel Letters provided to Canadian Western Bank
WW.	Appendix “WW” – Email exchange between Ariel Dorfman and Fasken Martineau DuMoulin LLP dated January 6, 2025 with enclosure
XX.	Appendix “XX” – Email from Graham Phoenix to Fasken Martineau DuMoulin LLP dated January 6, 2025
YY.	Appendix “YY” – Email from Pathik Baxi to Fasken Martineau DuMoulin LLP dated January 22, 2025
ZZ.	Appendix “ZZ” – Email from Michael Cassone to Fasken Martineau DuMoulin LLP dated January 23, 2025
AAA.	Appendix “AAA” – Email from Bennington Financial to Fasken Martineau DuMoulin LLP dated January 9, 2025
BBB.	Appendix “BBB” – Excerpts of Report of David Weibe enclosing photos
CCC.	Appendix “CCC” – Letter from Fasken Martineau DuMoulin LLP to GFS International Inc. dated February 14, 2025
DDD.	Appendix “DDD” – Letter from Fasken Martineau DuMoulin LLP to B.J.S. Transport Ltd. dated February 14, 2025
EEE.	Appendix “EEE” – Letter from Fasken Martineau DuMoulin LLP to AMG Global Forwarding Inc. dated February 14, 2025
FFF.	Appendix “FFF” – Letter from Fasken Martineau DuMoulin LLP to AMG Warehousing & Distribution Inc. dated February 14, 2025
GGG.	Appendix “GGG” – Letter from Fasken Martineau DuMoulin LLP to Royal Bhatti Transport Inc. dated February 14, 2025

HHH.	Appendix “HHH” – Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 17, 2025
III.	Appendix “III” – Email from Jasvir Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
JJJ.	Appendix “JJJ” – Email from Manmeet Shoker to Fasken Martineau DuMoulin LLP dated February 18, 2025
KKK.	Appendix “KKK” – Letter from Fasken Martineau DuMoulin LLP to Five Star Insurance and Bhanu Rana dated February 11, 2025
LLL.	Appendix “LLL” – Creditor Package in the Matter of the Bankruptcy of Narinder Singh Shoker
MMM.	Appendix “MMM” – Minutes of the meeting of creditors held in the Matter of the Bankruptcy of Narinder Singh Shoker
3.	Affidavit of Gail Gilmour sworn, February 18, 2025
A.	Exhibit “A” – Corporate Profile Report for Flex-Cap
B.	Exhibit “B” – Lease Agreement between Flex-Cap, 8438048 Canada Inc. and Narinder Shoker
C.	Exhibit “C” – Certificate of Liability Insurance for operating the Tractor dated May 6, 2024
D.	Exhibit “D” – Demand letter from Flex-Cap dated May 2, 2024
E.	Exhibit “E” – Flex-Cap’s Application for Possession returnable August 20, 2024
F.	Exhibit “F” – Justice Miller’s Order for Possession issued August 20, 2024
4.	Affidavit of Regan Hoskin, sworn February 24, 2025
A.	Exhibit “A” – Corporate Profile for Riordan
B.	Exhibit “B” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated June 17, 2020
C.	Exhibit “C” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated May 15, 2023
D.	Exhibit “D” – Lease Agreement between Riordan, 8438048 Canada Inc. o/a AMG Global and Narinder Shoker dated May 15, 2023
E.	Exhibit “E” – Email exchanges between Narinder Shoker and Stacey Martin dated April 17- May 2, 2024
F.	Exhibit “F” – Riordan’s Statement of Claim issued June 21, 2024
G.	Exhibit “G” – Riordan’s Motion for Possession dated June 26, 2024
H.	Exhibit “H” – Justice MacFarlane’s Order for Possession issued July 5, 2024
I.	Exhibit “I” – Justice Tranquili’s Order for Possession issued July 12, 2024
J.	Exhibit “J” – Email from and Narinder Shoker to Dan Reason dated July 15, 2024
K.	Exhibit “K” – Email and letter from Qasim Kareemi to Narinder Shoker dated July 16, 2024
5.	Draft Contempt Order
6.	Draft Bankruptcy Assignment Order
7.	Draft Asset Recovery Order
8.	Draft Examination and Production Order

9.	Consent of Canadian Western Bank and 8438048 Canada Inc. to Amended and Restated Receivership Order of Justice Black dated January 15, 2025
10.	Service List as of February 28, 2025

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 Jennifer Caruso	Receiver	dchochla@fasken.com jcaruso@fasken.com

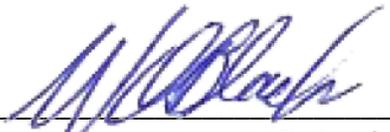
For Other, Self-Represented:

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

333 Bay Street, Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Canada

T +1 416 366 8381
+1 800 268 8424
F +1 416 364 7813
fasken.com

January 20, 2025

Dylan Chochla
Direct +1 416 868 3425
Facsimile +1 416 364 7813
dchochla@fasken.com

By Email (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". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dylan Chochla

DC/jlc

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

Enclosures

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

THE HONOURABLE) THURSDAY, THE 16TH 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 Jennifer Caruso	Receiver	dchochla@fasken.com jcaruso@fasken.com

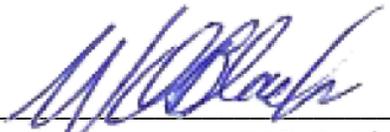
For Other, Self-Represented:

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 VIN#1XPBDP9X1PD879192	1	235,000.00	235,000.00
	Kenworth Truck	New 2024 Kenworth T680 VIN#1XKYDP9X0RJ974508 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 VIN#5V8VC5323RT401445 VIN#5V8VC5325RT401446 VIN#5V8VC5327RT401447 VIN#5V8VC5323RT401784 VIN#5V8VC5322RT401789 VIN#5V8VC532XRT401720 VIN#5V8VC5320RT401712 VIN#5V8VC5326RT401715 VIN#5V8VC5328RT401716 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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN-3AKJHHDR2MSLX5636 KM- 832618 km MAKE - FREIGHTLINER 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 .

SUBTOTAL	120,000.00
HST (ON) @ 13%	15,600.00
TOTAL	135,600.00

BALANCE DUE CAD 135,600.00

TAX SUMMARY

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

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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN -4V4NC9EH4NN297675 MAKE - VOLVO MODEL - VVN 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 .

SUBTOTAL	110,000.00
HST (ON) @ 13%	14,300.00
TOTAL	124,300.00

BALANCE DUE **CAD 124,300.00**

TAX SUMMARY

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

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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN - 4V4NC9EH1LN226513 MAKE - VOLVO MODEL - VVN 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 _____

SUBTOTAL	90,000.00
HST (ON) @ 13%	11,700.00
TOTAL	101,700.00

BALANCE DUE **CAD 101,700.00**

TAX SUMMARY

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL148858 Hours: 5868 Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL146902 Hours: 5581Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL168723 Hours: 5487 Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



DREAM. GROW. THRIVE.
RÉVER. 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:

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

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.

Mitsubishi HC Capital Canada Leasing, Inc.	Date
Per: 	

SCHEDULE A
COLLATERAL

2019 FREIGHTLINER CASCADIA 3AKJHHR5KSKJ1021





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 black ink, appearing to read "A Hoey". The signature is written in a cursive, flowing style.

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		
3AKJHHDR3KSJX9388	3AKJHHDR2JSJJ4082		
1FUJHHDR1KLNKJZ89567	3AKJHHDR9KSJX9321	Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR1KSJX9393	3AKJHHDR3KSJX9459		
3AKJHHDR5SJSJJ4089	3AKJHHDR3KSJX9458	Equipment, Accounts, Other	COMPLETE SCHEDULE A
4V4NC9EH6KN211083	1UYVS2531N6446713		
1FUJHHDRXKLN4510	2SHSR5323PS000894		
3AKJHHDRXKKSJX9330	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:

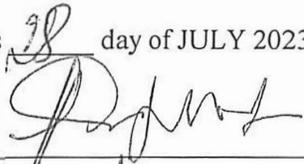
- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based 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 28 day of JULY 2023.

By:

Name:

Title:


 Haibemambin
 Leave Coordinator

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"):

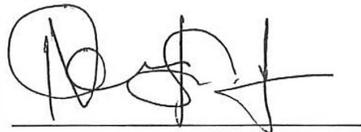
REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
527SR5325PL027347,527SR5325PL027352,527SR5325PL027353,527SR5323PL029292,527SR5328PL029224			
3AKJHHDR0MSMF6050,3AKJHHDR6MSMD6120,3AKJHHDR1KSJX5588,3AKJHHDR9KSKC5399,3AKJHHDR2LSLR4489,4V4NC9EH0LN258319,3AKJHHDR0MSMF6050,3AKJHHDR6MSMD6120,3AKJHHDR1KSJX5588,3AKJHHDR9KSKC5399,3AKJHHDR2LSLR4489,4V4NC9EH0LN258319		Equipment, Accounts, Other	COMPLETE SCHEDULE A
		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 Zagراوي

Title:

Senior Fleet Workout Analyst

I have authority to bind the corporation

BREADNER TRAILERS

5185 Fountain Street North
Breslau, ON N0B 1M0
(519) 648-2273 | 1-800-799-4425
www.breadnertrailers.com
Mississauga | Moncton | Montréal



ASK ANYONE

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:

A handwritten signature in black ink, appearing to read "Phil Turner".

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 VIN#1XPBDP9X1PD879192	1	235,000.00	235,000.00
	Kenworth Truck	New 2024 Kenworth T680 VIN#1XKYDP9X0RJ974508 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 VIN#5V8VC5323RT401445 VIN#5V8VC5325RT401446 VIN#5V8VC5327RT401447 VIN#5V8VC5323RT401784 VIN#5V8VC5322RT401789 VIN#5V8VC532XRT401720 VIN#5V8VC5320RT401712 VIN#5V8VC5326RT401715 VIN#5V8VC5328RT401716 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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN-3AKJHHDR2MSLX5636 KM- 832618 km MAKE - FREIGHTLINER 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 .

SUBTOTAL	120,000.00
HST (ON) @ 13%	15,600.00
TOTAL	135,600.00

BALANCE DUE **CAD 135,600.00**

TAX SUMMARY

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

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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN -4V4NC9EH4NN297675 MAKE - VOLVO MODEL - VVN 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 .

SUBTOTAL	110,000.00
HST (ON) @ 13%	14,300.00
TOTAL	124,300.00

BALANCE DUE CAD 124,300.00

TAX SUMMARY

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

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 REGULATOR REGISTRATION NUMBER - 5794755	HST ON	1	0.00	0.00
	BILL OF SALE	VIN - 4V4NC9EH1LN226513 MAKE - VOLVO MODEL - VVN 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 _____

SUBTOTAL	90,000.00
HST (ON) @ 13%	11,700.00
TOTAL	101,700.00

BALANCE DUE **CAD 101,700.00**

TAX SUMMARY

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL148858 Hours: 5868 Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL146902 Hours: 5581Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



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 CARRIER reefer unit Installed. VIN# 527SR5328PL168723 Hours: 5487 Hrs 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
Salesperson Reg. Number: 5809777
ONTARIO VEHICLE SALES REGULATOR REGISTRATION NUMBER: 5807730

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



DREAM. GROW. THRIVE.
RÉVER. 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:

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

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.

Mitsubishi HC Capital Canada Leasing, Inc.	Date
Per: 	

SCHEDULE A
COLLATERAL

2019 FREIGHTLINER CASCADIA 3AKJHHR5KSKJ1021





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 black ink, appearing to read "A Hoey". The signature is written in a cursive, flowing style.

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		
3AKJHHDR3KSJX9388	3AKJHHDR2JSJ4082		
1FUJHHDR1KLN4539	3AKJHHDR9KSJX9321	Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR1KSJX9393	3AKJHHDR3KSJX9459		
3AKJHHDR5JSJ4089	3AKJHHDR3KSJX9458	Equipment, Accounts, Other	COMPLETE SCHEDULE A
4V4NC9EH6KN211083	1UYVS2531N6446713		
1FUJHHDRXKLN4510	2SHSR5323PS000894		
3AKJHHDRXKKSJX9330	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:

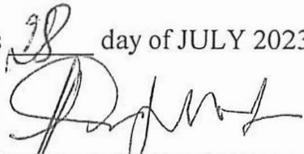
- Existing Registrations relate solely to the collateral described under the heading "Existing Security Description" above together with all attachments, accessories, additions, thereto and all proceeds derived therefrom (the "Existing Security").
- The undersigned will not assert any priority based 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 28 day of JULY 2023.

By:

Name:

Title:


 Harbeman
 Leave Coordinator

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"):

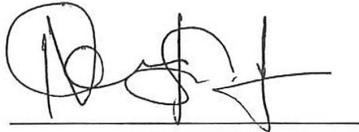
REGISTRATION NUMBER	FILE NO.	COLLATERAL CLASSIFICATION	EXISTING SECURITY DESCRIPTION
527SR5325PL027347, 527SR5325PL027352, 527SR5325PL027353, 527SR5323PL029292, 527SR5328PL029224			
3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319, 3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 3AKJHHDR9KSKC5399, 3AKJHHDR2LSLR4489, 4V4NC9EH0LN258319		Equipment, Accounts, Other	COMPLETE SCHEDULE A
3AKJHHDR0MSMF6050, 3AKJHHDR6MSMD6120, 3AKJHHDR1KSJX5588, 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 Zagroui

Title:

Senior Fleet Workout Analyst

I have authority to bind the corporation

BREADNER TRAILERS

ASK ANYONE



5185 Fountain Street North
Breslau, ON N0B 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:

A handwritten signature in black ink, appearing to read 'Phil Turner'.

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 / VANSH TRANSPORTATION Ph# 905-766-5777 Fax# 866-425-7077 Contact	21727	18018A	12/11/2023	01/10/2024		375.00	360
	Total					375.00	
AAM LOGISTICS INC Ph# 905-913-7171 Fax# -- Contact	24770	301	07/22/2024	08/21/2024		700.00	136
	Total					700.00	
AKAL TRANSPORT INC Ph# 514-973-7048 Fax# -- Contact	24709	GC15863	07/18/2024	08/17/2024		5,000.00	140
	25003	GC15951	09/13/2024	10/13/2024		800.00	83
	Total					5,800.00	
ALL LOADS TRANSPORTATION Ph# 519-622-7200 Fax# 519-622-7172 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
	Total					2,275.00	
ALL ROUTES Ph# 905-564-0022 Fax# -- Contact	24754	C009836	07/19/2024	08/18/2024		900.00	139
	24765	C009897	07/26/2024	08/25/2024		6,500.00	132
	Total					7,400.00	
AMERI - CAN SYSTEMS Ph# 905-452-0004 Fax# 905-452-0006 Contact	25083	C001370	10/11/2024	11/10/2024		850.00	55
	Total					850.00	
AUTOLOGIC TRANSPORT INC. Ph# 587-855-5885 Fax# -- Contact	17433	C318821	07/12/2023	08/11/2023		700.00	512
	Total					700.00	
CARGO COUNTY GROUP Ph# 647-800-2594 Fax# -- Contact	22181	C020014	01/19/2024	02/18/2024		800.00	321
	Total					800.00	
CAT GLOBAL INC Ph# 888-506-7788 Fax# -- Contact	24777	CAT571375	07/29/2024	08/28/2024	3,700.00		129
	Total				3,700.00		
CQR LOGISTICS Ph# 416-800-9070 Fax# -- 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
	Total					2,250.00	
CRT INC Ph# 519-207-2800 Fax# 519-207-3102 Contact	23522	111045	04/15/2024	05/15/2024		4,300.00	234
	Total					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 Ph# 905-829-2255 Fax# -- Contact	23442	C146670	04/09/2024	05/09/2024	400.00	240
Total					400.00	
DELTAURA Ph# 905-614-1416 Fax# -- Contact	17192	C002652	06/30/2023	07/30/2023	725.00	524
Total					725.00	
DTI LOGISTICS CANADA INC Ph# 519-699-5018 Fax# -- Contact	23847	356050	05/08/2024	06/07/2024	450.00	211
Total					450.00	
EARTHBOUND LOGISTICS Ph# 416-477-8997 Fax# -- Contact	23204	109666	03/22/2024	04/21/2024	125.00	258
Total					125.00	
ELI LOGISTICS SOLUTIONS INC Ph# 905-793-3357 Fax# -- Contact	18235	23897	08/14/2023	09/13/2023	600.00	479
Total					600.00	
FAST LANE LOGISTICS Ph# 437-339-9009 Fax# -- 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
Total					6,912.00	
Giff Express Inc Ph# 905-450-0093 Fax# -- Contact	24638	OR9080	07/10/2024	08/09/2024	3,600.00	148
Total					3,600.00	
GPEX TRANSPORT INC Ph# 204-818-0383 Fax# -- 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
Total					4,400.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
Dec 05, 2024**

GROUPE INNER CIRCLE Ph# 888-877-9495 Fax# -- Contact	16176	10579	04/19/2023	05/19/2023	550.00	596
Total					550.00	
HK LOGISTICS Ph# 416-726-9799 Fax# -- 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
Total					3,825.00	
HOT FREIGHT INTERNATIONAL INC. Ph# 905-363-1865 Fax# -- Contact	23930	208384	05/10/2024	06/09/2024	1,375.00	209
Total					1,375.00	
IEL CANADA BROKERAGE Ph# 416-618-4111 Fax# 416-661-8411 Contact	24768	133974	07/25/2024	08/24/2024	3,900.00	133
Total					3,900.00	
ISG TRANSPORTATION INC Ph# 289-371-0370 Fax# -- Contact	23953	2033768	05/15/2024	06/14/2024	650.00	204
	24220	2036620	05/31/2024	06/30/2024	850.00	188
Total					1,500.00	
JBT GROUP OF COMPANIES Ph# 519-622-3605 Fax# -- Contact	24689	C000874	07/08/2024	08/07/2024	1,150.00	150
Total					1,150.00	
LEGEND TRANSPORT Ph# 647-870-2080 Fax# -- Contact	24979	N995	09/11/2024	10/11/2024	700.00	85
	25052	N1001	09/25/2024	10/25/2024	750.00	71
Total					1,450.00	
LODESTAR FREIGHT SOLUTIONS INC. Ph# 877-720-7702 Fax# -- Contact	23320	L064293	04/05/2024	05/05/2024	900.00	244
Total					900.00	
LTS LOGISTICS Ph# 647-588-2916 Fax# -- Contact	18626	248	08/24/2023	09/23/2023	1,000.00	469
Total					1,000.00	
MONAGHAN MUSHROOMS Ph# 905-878-9375 Fax# -- 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 INC425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9**Receivable Invoices As On
Dec 05, 2024**

MONAGHAN MUSHROOMS Ph# 905-878-9375 Fax# -- Contact	25188	PO088197	10/31/2024	11/30/2024	1,300.00	35
	25201	PO088339	11/05/2024	12/05/2024	1,300.00	30
	Total				6,900.00	
MTS LOGISTICS INT. Ph# 905-455-6193 Fax# -- Contact	24373	76787	06/12/2024	07/12/2024	550.00	176
	Total				550.00	
NORTH KEE TRADING Ph# 416-705-8295 Fax# -- Contact	25079	ZMOU886218 3	10/10/2024	11/09/2024	600.00	56
	25115	276857	10/15/2024	11/14/2024	800.00	51
	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- 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- 1115NK- BRST-3	11/27/2024	12/27/2024	860.00	8
	25237	1400- 1115NK- BRST-4	11/27/2024	12/27/2024	500.00	8
	25244	1400-1115N- BRST -5	11/29/2024	12/29/2024	500.00	6
	Total				14,590.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
MISSISSAUGA, ON L5T 2S9

Receivable Invoices As On

Dec 05, 2024

PACIFIC VALLEY ENTERPRISES INC Ph# 604-588-3161 Fax# -- Contact	24910	08232024	08/23/2024	09/22/2024	250.00	104
Total					250.00	
R.Y.D:E-TRANSPORTATION LTD. Ph# 905-951-9698 Fax# 905-951-8486 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
Total					1,350.00	
ROADFORCE TRANSPORTATION Ph# 905-828-9698 Fax# 905-828-1829 Contact	23088	40367	03/18/2024	04/17/2024	525.00	262
Total					525.00	
SAABS TRUCKINGLTD Ph# 587-442-3268 Fax# -- Contact	21735	14167	12/12/2023	01/11/2024	400.00	359
	21736	14232	12/12/2023	01/11/2024	400.00	359
Total					800.00	
SEQUEL FREIGHT SYSTEM Ph# 905-678-2501 Fax# -- Contact	15680	16050	03/09/2023	04/08/2023	350.00	637
Total					350.00	
SERVICE STAR FREIGHTWAYS INC Ph# 905-775-1755 Fax# -- 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
Total					6,275.00	
SIMPLE PRODUCE SERVICES Ph# -- Fax# -- 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 Ph# -- Fax# -- 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
Total					6,400.00	
SOUTHERN TRANSPORTATION SYSTEMS Ph# 514-448-0957 Fax# -- Contact	23261	5134	03/28/2024	04/27/2024	1,750.00	252
Total					1,750.00	
STONEHENGE TRANSPORT Ph# 204-872-1063 Fax# -- Contact	25056	2142	09/24/2024	10/24/2024	6,200.00	72
Total					6,200.00	
STRYDER LOGISTICS Ph# 905-430-4790 Fax# -- Contact	24171	77154	05/28/2024	06/27/2024	1,075.00	191
Total					1,075.00	
TRANS GLOBAL LOGISTICS INC Ph# 778-593-1020 Fax# -- 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
Total					2,255.00	
TRANSWORLD INTERATIONAL Ph# 514-683-9885 Fax# -- Contact	16156	TWI0091227	04/18/2023	05/18/2023	950.00	597
Total					950.00	
TRISTAR CARRIERS LTD Ph# 519-836-2121 Fax# 519-836-2126 Contact	24289	001	05/31/2024	06/30/2024	800.00	188
	24290	002	05/31/2024	06/30/2024	800.00	188
Total					1,600.00	
VELOCITY LOGISTICS Ph# 416-901-9455 Fax# 416-901-9450 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
Total					5,000.00	

AMG GLOBAL/8438048 CANADA INC

425 GIBRALTOR DRIVE
 MISSISSAUGA, ON L5T 2S9

**Receivable Invoices As On
 Dec 05, 2024**

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

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

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

INDEX

	PAGE
AFFIRMED: NARINDER SHOKER	7
AFFIRMED: HUMAIRA KAISER (INTERPRETER)	7
EXAMINATION BY MS. CARUSO	7

LIST OF UNDERTAKINGS

Undertakings (U/T) found on pages:
13, 15, 17, 23, 32, 40, 43, 45, 49, 51, 54, 57, 58,
62, 69, 70, 71, 76, 77, 78, 88, 89, 90, 92, 93, 95,
96, 103, 105, 107, 109, 119, 121, 149, 155, 164,
171, 175, 182, 185, 193, 196, 197, 205, 206, 209,
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
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
H	Corporate profile report for 15452074 Canada Inc.	34
I	Corporate profile report for Ardor Logistics	35
J	Corporate profile report for Kaizen Translines Inc.	36
K	Corporate profile report for GFS International Inc.	39
L	Commitment letter from CWB to AMG Global dated July 21, 2023	63
M	Credit agreement between CWB and AMG Global dated January 19, 2024	65
N	Invoices from Big Rig Trailers and Leasing	67

LIST OF EXHIBITS (CONT'D)

NO.	DESCRIPTION	PAGE
O	Credit agreement for loan 533888 dated April 1, 2024	69
P	Credit agreement for loan 533889	70
Q	Credit agreement for loan 533892	72
R	Credit agreement for loan 535434	73
S	Revolving line of credit agreement between CWB and AMG Global	81
T	Invoice from AMG Global to Akal Transport Inc. dated September 13, 2024	100
U	Notice of assessment for July 2024	113
V	Expected and filed returns summary for August 2024	114
W	Notice of assessment for September 2024	115
X	Notice of assessment for October 2024	115
Y	View expected and filed returns summary for November 2024	117
Z	Corporate profile report for BJS Transport Limited	141
AA	E-mail exchange between Velocity Logistics and Stephanie Burrowes from BDO Canada Limited	144
BB	Corporate profile report for Royal Bhatti Transport	153
CC	Inside Transport discussion thread	159
DD	Ministry of Transportation search for RIN 184721081	178

LIST OF EXHIBITS (CONT'D)

NO.	DESCRIPTION	PAGE
EE	Ministry of Transportation search for RIN 187029608	180
FF	Letter from Dhanbir Jaswal to Dylan Chochla dated December 6, 2024	194
GG	E-mail from Graham Phoenix dated January 8, 2025	234
HH	E-mail exchange between BVD Equipment Finance and Stephanie Burrowes from BDO Canada Limited dated December 18, 2024	247
II	E-mail exchange dated December 17, 2024, with statement of claim between TFG Financial Corporation and AMG Global and Narinder Singh Shoker	261
JJ	E-mail exchange between Mitsubishi and Stephanie Burrowes from BDO Canada Limited dated January 8, 2025	271
KK	Letter from Bennington Financial Corp dated January 8, 2025, and attachments	278
LL	E-mail exchange between Breadner Trailers XXX and Stephanie Burrowes from BDO Canada Limited dated January 8, 2025	289
MM	E-mail exchange between Vault Credit Corporation and Stephanie Burrowes from BDO Canada Limited dated January 8, 2025	292
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

LIST OF EXHIBITS (CONT'D)

NO.	DESCRIPTION	PAGE
PP	Exhibit W of the affidavit of Jay Hamblin	313
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 for loan 533889

2 BY MS. CARUSO:

3 263 Q. This is another credit

4 agreement. This is for loan 533892.

5 A. Yeah, I do.

6 264 Q. Okay. On the Schedule A for

7 this agreement, there's a chart that says

8 "Equipment collateral," and there's two rows. In

9 the description for each row, it says, "Various

10 trucks." Do you recall how many trucks were

11 purchased?

12 A. Two.

13 265 Q. Just two?

14 A. Two trucks.

15 266 Q. From who?

16 A. (without Interpreter) Same

17 dealership. Eutopia -- it started with "E."

18 Eutopia.

19 267 Q. Eutopia?

20 A. (without Interpreter) Yes.

21 MS. CARUSO: Okay. Counsel, I'd

22 like an undertaking for the receipts or invoices

23 for the trucks purchased from Eutopia with the

24 funds advanced under loan 533892.

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

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 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 and Narinder Singh Shoker

2 BY MS. CARUSO:

3 925 Q. Now I'll ask about lines 20
4 to 21, 103 --

5 MR. JASWAL: Sorry, 103?

6 MS. CARUSO: Yes. 106 and 108.

7 MR. JASWAL: Okay.

8 BY MS. CARUSO:

9 926 Q. Do you know which leasing
10 company --

11 A. No, I cannot --

12 927 Q. -- these vehicles were
13 returned to? If you look at the PPSA summary, I
14 can tell you that Riordan Leasing Inc. has
15 registered security interests against those
16 vehicles. There should be --

17 MR. JASWAL: Yes.

18 MS. CARUSO: Okay.

19 THE WITNESS: Which company?

20 MR. JASWAL: Riordan.

21 THE WITNESS: Okay. We mentioned
22 the return -- that is returned, so I have to ask to
23 Inderjit Walia if they return or the bailiff took
24 it.

25 MS. CARUSO: Can we have an

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 Roubena Dusoruth 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 surveilliance were working. Right? So
16 now it's -- no surveilliance 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.

18

19

20

21

22

23

24

25

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

**MOTION RECORD OF THE
RECEIVER VOLUME 2 OF 4
(RETURNABLE MARCH 11, 2025)**

FASKEN MARTINEAU DUMOULIN LLP

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

Dylan Chochla (62137I)

dchochla@fasken.com
Tel: +1 416 868 3425

Jennifer L. Caruso (79321K)

jcaruso@fasken.com
Tel: +1 416 865 4471

Tel: 416 366 8381

Fax: 416 364 7813

Lawyers for the Receiver, BDO Canada Limited