

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

BANK OF MONTREAL

Applicant

– and –

CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Respondents

**BRIEF OF TRANSCRIPTS
OF THE RECEIVER**

June 4, 2026

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Court File No. CV-25-00742000-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

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Applicant

- and -

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Respondents

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. 1980,
C. C.43, AS AMENDED

--- This is the Cross-examination of FARAZ
CHEEMA, on his affidavit dated May 19, 2026,
taken via videoconference for the offices of
Network Reporting & Mediation, Toronto, Ontario,
on the 29th day of May, 2026.

REPORTED BY: Caroline Maslin, CSR

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A P P E A R A N C E S :

A. Slavens	
& A. Angle	for the Applicant
R. Vig	for F. Cheema
W. Main	
& N. Rambaran	for the Court-appointed
	Receiver, Goldhar &
	Associates

I N D E X

WITNESS: FARAZ CHEEMA

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CROSS-EXAMINATION BY W. MAIN.....4

The following list of undertakings, advisements and refusals is meant as a guide only for the assistance of counsel and no other purpose

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1 -- Upon commencing at 10:00 a.m.

2 FARAZ CHEEMA: Affirmed via Zoom

3 CROSS-EXAMINATION BY W. MAIN:

4 1 Q. Good morning, Mr. Cheema. Would you
5 please state your full name for the record?

6 A. Faraz Cheema, F-A-R-A-Z, C-H-E-E-M-A.

7 2 Q. Mr. Cheema, you've been sworn to tell
8 the truth today?

9 A. Yes.

10 3 Q. You understand you're here today for
11 a cross-examination in respect of the receiver's
12 motion for a contempt order against you in the
13 proceeding Bank of Montreal and Cheema Carriers
14 Corp. and 1000083465 Ontario Inc.?

15 A. Yes.

16 4 Q. Mr. Cheema, the receiver has
17 delivered two reports in respect of that motion.
18 You're aware of that?

19 A. I believe so.

20 5 Q. You've had an opportunity to review
21 the receiver's reports?

22 A. As best that I could.

23 6 Q. You've sworn an affidavit in response
24 to the receiver's motion?

25 A. Yes.

1 7 Q. Your affidavit was sworn May 19,
2 2026.

3 A. Yes.

4 8 Q. Do you have a copy of your affidavit
5 in front of you?

6 THE WITNESS: Do we have a copy?

7 R. VIG: Can you repeat that question,
8 please? What?

9 W. MAIN: I asked Mr. Cheema if he has a
10 copy of his affidavit in front of him.

11 R. VIG: I can pull it up. He doesn't
12 have a physical copy.

13 W. MAIN: Okay. We don't need it right at
14 this moment but he may want to refer to it at
15 some point.

16 R. VIG: Yeah, that's fine, we can put it
17 up.

18 BY W. MAIN:

19 9 Q. Mr. Cheema, your affidavit was true
20 when you swore it?

21 A. Yes.

22 10 Q. It remains true today?

23 A. Yes.

24 11 Q. Are there any corrections you wish to
25 make to your affidavit?

1 A. Not any to the top of my mind, no.

2 12 Q. Okay. Mr. Cheema, you understand
3 that the receiver's motion for a contempt order
4 is a serious matter?

5 A. Can you define that a bit?

6 13 Q. It's -- legally it's a significant
7 form of relief that has been sought against you.

8 A. I'm not an expert in legal matters,
9 but I know they've filed one. Yes.

10 14 Q. Okay. But when you swore your
11 affidavit, you took it seriously?

12 A. Yes.

13 15 Q. And you understood it's important for
14 you to tell the truth to the court in that
15 affidavit?

16 A. I believe it's important to always
17 tell the truth.

18 16 Q. Including in your affidavit?

19 A. Especially in my affidavit.

20 17 Q. Okay. And you understand it's
21 important for you to tell the truth today?

22 A. Yes.

23 18 Q. And you understand it's important to
24 give the court the relevant information you have
25 in order for it to decide this important motion?

1 A. Yes.

2 19 Q. So to that end, you sought to include
3 relevant information within your knowledge in
4 your affidavit?

5 A. Yes.

6 20 Q. What did you do to prepare for
7 today's examination?

8 A. Prepare how?

9 21 Q. Prepare to attend to be examined.
10 What did you do to prepare?

11 A. I'm not entirely sure how to answer
12 that question.

13 22 Q. I'm not entirely sure how to rephrase
14 it. Did you do anything to prepare for today's
15 appearance?

16 A. I brushed my teeth in the morning; I,
17 you know, wore a fresh set of clothes, I tried to
18 get here on time, I got a bottle of water.

19 23 Q. Did you review any documents?

20 A. I reviewed them -- like, the ones
21 that you talked about, like not in like expansive
22 detail. Like, again, I'm not -- I'm not a
23 lawyer, so...

24 24 Q. Okay. When you say the ones I talked
25 about, you're referring to the receiver's reports

1 -- the receiver's two reports?

2 A. If I'm being completely honest yes, I
3 reviewed them. But, again, like, I'm not sure if
4 you're leading towards expecting me -- expecting
5 me to have like detailed expert level insight on
6 these things. I can only really answer to the
7 best of my knowledge.

8 25 Q. For sure. And that -- that's all I'm
9 going to ask you to do this. And this is not a
10 memory test or a test of interpreting --
11 interpreting the receiver's reports. I'm just
12 trying to understand what you looked at in
13 preparing to come here today.

14 So you've told me you looked at the
15 receiver's reports. I presume you took a look at
16 your affidavit as well?

17 A. Yes.

18 26 Q. Other than your counsel, did you
19 speak with anyone to prepare yourself to be
20 examined today?

21 A. No.

22 27 Q. Do you have any documents in front of
23 you right now?

24 A. Only the affidavit on the screen.

25 W. MAIN: Okay. And, Mr. Vig, I presume

1 that's a clean copy of his affidavit?

2 R. VIG: Yeah, absolutely it is. And just
3 for the record, I have the Notice of Examination,
4 the Responding Record, the Motion Record of the
5 receiver as well as the Supplementary Motion
6 Record on the screen.

7 W. MAIN: And those are all clean
8 versions?

9 R. VIG: All clean copies.

10 BY W. MAIN:

11 28 Q. Thank you. Mr. Vig [sic], your
12 counsel just mentioned the Notice of Examination.
13 Are you aware that we served a Notice of
14 Examination on you via your counsel on May 27,
15 2026?

16 A. Yes.

17 29 Q. I'm going to pull that up. Can you
18 see my screen, Mr. Vig?

19 A. I can.

20 30 Q. And you can see -- sorry, Mr. Cheema,
21 can you see my screen?

22 A. Yes, I can.

23 31 Q. You can see the Notice of
24 Examination --

25 A. Yes.

1 32 Q. -- providing the details for how to
2 attend today by Zoom?

3 A. Yes.

4 33 Q. Did you review this document?

5 A. As best as I could. I think it came
6 in last night.

7 34 Q. Okay. It came in two days ago.

8 A. Two days? Oh.

9 35 Q. The Notice of Examination sets out
10 between pages two and five a list of documents
11 that you were asked to attend with today. Are
12 you aware of that?

13 A. Yes.

14 36 Q. Have you attended with any documents?

15 A. No, I haven't had the opportunity to
16 collect them yet.

17 37 Q. Okay. Are there particular documents
18 that you wanted to collect that you haven't had
19 an opportunity to collect yet?

20 A. Just generally speaking like the
21 requests, I would provide them through my counsel
22 whatever I can.

23 38 Q. Okay. But specifically sitting here,
24 are there documents that you can think of that
25 you have access to that you'd like to provide in

1 response to these requests?

2 A. Not off the top of my head, no.

3 W. MAIN: Counsel, can we mark this as
4 Exhibit 1?

5 R. VIG: That's fine.

6 COURT REPORTER: Exhibit 1.

7 EXHIBIT NO. 1: Notice of Examination for
8 Faraz Cheema, May 29, 2026

9 BY W. MAIN:

10 39 Q. Mr. Cheema, you're aware that Goldhar
11 & Associates Limited was appointed as the
12 receiver of Cheema Carriers Corporation and the
13 numbered company that I referred to previously on
14 February 18, 2026?

15 A. Yes, I am.

16 40 Q. Just for the sake of brevity today,
17 I'm going to refer to Cheema Carriers Corp. just
18 as "Cheema." Is that okay?

19 A. That's fine.

20 41 Q. And since I'm speaking to you, I'll
21 probably be speaking to you in the second person
22 calling you "you." But if I need to refer to
23 you, I'll call you Mr. Cheema or Faraz Cheema to
24 differentiate it. Is that okay?

25 A. Yeah. Or you can call me Faraz.

1 42 Q. Thank you. And also for the sake of
2 brevity I'll refer to the numbered corporation as
3 1000 Ontario. Okay?

4 A. Sure. Or the holdco. That might
5 be...

6 43 Q. Holdco?

7 A. Yeah.

8 44 Q. No problem, I can do that. So,
9 Mr. Cheema, you're aware that the Honourable
10 Justice Jane Dietrich signed a court order
11 appointing Goldhar as the receiver on
12 February 18th; right?

13 A. Yes.

14 45 Q. I'm going to refer to that order
15 throughout today as either "the receivership
16 order" or "the appointment order." Okay?

17 A. Okay.

18 46 Q. And you were served with a copy of
19 the receivership order; right?

20 A. Yes.

21 47 Q. You reviewed it?

22 A. Yes.

23 48 Q. You understood upon review that
24 Goldhar had been appointed as the receiver over
25 the assets, property and undertakings of both

1 Cheema and the holdco?

2 A. Yes.

3 49 Q. I may refer to both of those
4 companies jointly today as "the debtor." If I
5 say that, will you understand I'm referring to
6 both of those companies?

7 A. Sure.

8 50 Q. You understood that the receiver has
9 brought powers under the appointment order?

10 A. Yeah. And to the best of my
11 abilities, yes.

12 51 Q. You understood you were required to
13 cooperate fully with the receiver?

14 A. Yes.

15 52 Q. And you understood that you must
16 provide the receiver with access to property,
17 books, records and information within -- that are
18 within your possession, power or control?

19 A. Yes.

20 53 Q. And you understood that if records
21 were electronic, you had to provide assistance
22 including access code, account names and account
23 numbers?

24 A. Yes.

25 54 Q. You understood that those obligations

1 are ongoing obligations?

2 A. Yes.

3 55 Q. You understood that the receiver
4 required accurate information in order to secure
5 and administer the company's assets?

6 A. I guess, yeah.

7 56 Q. You understood that failing to
8 provide accurate information could prejudice the
9 creditor's recovery in this proceeding?

10 A. I'm sorry, can you -- I don't
11 understand that question.

12 57 Q. Yeah. I'm asking whether you
13 understand that if you fail to provide accurate
14 information it could negatively impact the
15 creditor of the debtor's ability to recover value
16 in this proceeding?

17 A. Yes, I understand that.

18 58 Q. Okay. I'd like to ask you some
19 questions about your business. You are the
20 president of Cheema Carriers; correct?

21 A. Yes.

22 59 Q. In fact, you're the sole officer of
23 Cheema Carriers.

24 A. Yes.

25 60 Q. And you're the president of the

1 holdco?

2 A. I believe vice-president.

3 61 Q. Can you see the Corporate Profile
4 Report on my screen, Mr. Cheema?

5 A. Yes, I do.

6 62 Q. For the record, this is Appendix "E"
7 to the first report of the receiver dated
8 May 5th, 2026. It's a Corporate Profile Report
9 for the holdco. Can you see that?

10 A. Yes.

11 63 Q. And can you see in the top right
12 corner it says "report generated on February 19,
13 2026"?

14 A. Very small, but I'll -- I'll agree.

15 64 Q. I can zoom in. Can you see it now?

16 A. Yes, I can see that better.

17 65 Q. And that's correct?

18 A. That's correct.

19 66 Q. So this is a day after the
20 receivership order was made.

21 A. Sure.

22 67 Q. And I've scrolled to the officers
23 page of the report; it lists Faraz Elahi. That's
24 you?

25 A. Yes, that's me.

1 68 Q. As -- as president.

2 A. Okay. I may have been mistaken
3 because my wife is also listed as a director, so
4 I thought I was -- I admitted I was vice. But
5 yes, I am a director of the holdco.

6 69 Q. That's okay. But I just want to
7 clarify you're the president of the holdco?

8 A. Thank you for that correction.

9 70 Q. So that's correct?

10 A. Yes, as it appears on the document
11 you've shared.

12 71 Q. And this document -- this Corporate
13 Profile Report also suggests there's no other
14 officers of the holdco; correct?

15 A. That's correct.

16 72 Q. Mr. Cheema, you operated the business
17 on a day-to-day basis.

18 A. Yes.

19 73 Q. You were responsible for overseeing
20 the trucking operations.

21 A. Yes.

22 74 Q. Cheema had employees.

23 A. I believe there were a few employees
24 in the last 12 months, yes. I think they're
25 listed and shared by the accountant who are on

1 our payroll.

2 75 Q. Did the holdco have any employees?

3 A. I'm not sure.

4 76 Q. What employees the companies had,
5 they would have reported to you; right?

6 A. Yes.

7 77 Q. And any non-employee drivers would
8 have reported to you as well?

9 A. Yes.

10 78 Q. You operated the dispatch.

11 A. Yes.

12 79 Q. You were responsible for dealing with
13 customers.

14 A. Yes.

15 80 Q. And vendors.

16 A. Yes.

17 81 Q. And the company's accountant.

18 A. Yes.

19 82 Q. And the company's banks.

20 A. Yes.

21 83 Q. I take it the company filed taxes.

22 A. Yes.

23 84 Q. And you may have worked with the
24 accountant, but ultimately in terms of personnel
25 within the business you were responsible for

1 making sure those taxes got filed.

2 A. Yes, in coordination with the
3 accountant.

4 85 Q. You would approve payments that had
5 to be made by the company.

6 A. Yes.

7 86 Q. You were familiar with the company's
8 fleet of vehicles.

9 A. Yes.

10 87 Q. And, Mr. Cheema, when I say
11 "vehicles," I'm generally referring to what I
12 understand to be trucks, trailers and maybe
13 regular automobiles that are used for
14 transporting passengers. Is that a fair use of
15 that word in relation to your business?

16 A. Yes.

17 88 Q. So you knew what trucks and trailers
18 the company owned or operated.

19 A. Yes.

20 89 Q. And there'd be no person who'd be
21 more knowledgeable about the company's operations
22 than you.

23 A. I think depending on the different
24 aspects of the operations there might be specific
25 parts of, like, for example, the accounting that

1 the accountant might be a little bit more
2 knowledgeable about. But overall broadly
3 speaking about the company and its operations,
4 yes.

5 90 Q. And there would be no person more
6 knowledge about the company's assets than you.

7 A. Broadly speaking, yes.

8 91 Q. You would be the person best placed
9 to provide information about the business; fair?

10 A. That's fair to say.

11 92 Q. Did the company collect HST in the
12 ordinary course of business?

13 A. No.

14 93 Q. Was the company not required to
15 collect HST on its operations?

16 A. Not from my understanding. It's
17 cross-border trucking operations, so it's I
18 believe a zero-rated HST operation. But, again,
19 the accountant could probably confirm that a
20 little bit better than I could.

21 94 Q. Were there services provided within
22 Canada that is non-cross border?

23 A. The vast majority of the services
24 provided were cross border.

25 95 Q. Okay. But there were some services

1 provided in Canada?

2 A. Generally in relation to the services
3 being provided cross border.

4 96 Q. Okay. I'm just trying to understand
5 what that means.

6 A. So, like, if a load is being picked
7 up, right, it's being picked up here in Canada
8 but then ultimately it's going across the border.

9 97 Q. Okay. So, as far as you're aware,
10 Cheema didn't have any exclusively Canadian --

11 A. We didn't charge --

12 98 Q. -- services they provided?

13 A. -- we didn't charge HST on any of our
14 services as far as I'm aware.

15 99 Q. Okay. My understanding is that the
16 receiver has obtained some HST records from the
17 accountant. Were you aware of that?

18 A. Some HST records from the
19 accountants?

20 100 Q. Yes, that's my understanding.

21 A. Yes. I think we attempted to also
22 provide those documents that we received from the
23 accountant as well.

24 101 Q. Right. So I'm just trying to
25 understand why would HST documentation exist if

1 the receiver could obtain if you weren't
2 remitting HST?

3 A. Because we pay HST, right, to vendors
4 that are providing those services here. So I
5 think you have to file whatever -- like, if
6 you're collect -- again, like, I'm not an expert
7 so I don't want to guess here, but I think that's
8 kind of what it relates to.

9 102 Q. I see.

10 A. The accountant could probably better
11 answer that question better than me.

12 103 Q. I see. The business had payroll
13 obligations.

14 A. What do you mean by that?

15 104 Q. You had to pay your employees.

16 A. Yes.

17 105 Q. And when you're paying employees, you
18 have to make source deductions.

19 A. What do you mean by that?

20 106 Q. Like CPP, EI, things that come off of
21 an employee's paycheque at least in Ontario at
22 the point of them being paid.

23 A. The accountant was processing the
24 payroll for us.

25 107 Q. So, Mr. Cheema, the holdco owned and

1 owns the real property at 860 Progress Court;
2 right?

3 A. Yes.

4 108 Q. And that is the holdco's principal
5 asset.

6 A. Yes.

7 109 Q. For Cheema, Cheema's principal
8 operating assets are its vehicles.

9 A. Yes.

10 110 Q. The company's fleet of vehicles was
11 central to its operations.

12 A. Yes.

13 111 Q. It's a trucking business, so the
14 vehicles are essential to the business's primary
15 sources of revenue; right?

16 A. Yes.

17 112 Q. And that you used them to provide
18 trucking and transportation services to
19 customers; right?

20 A. Yes.

21 113 Q. Those were the main services that
22 business provided, trucking and transportation.

23 A. Yes.

24 114 Q. And there's no other way to provide
25 those services without using the vehicles; right?

1 A. Broadly speaking, yes.

2 115 Q. Well, is there any other way?

3 A. At times if you're not able to cover
4 a load you still try to provide service but, you
5 know, broker that load out. But that's the core
6 of the business; it would be, you know, on off
7 here or there.

8 116 Q. I see. Because primarily it wasn't a
9 brokerage business, that wasn't it's main --

10 A. No, it was a truck operation. Yes,
11 you're correct.

12 117 Q. Understood. And the trucking and
13 transportation services the business provided,
14 sometimes would those be paid for prior to
15 delivery?

16 A. I'm sorry?

17 118 Q. The -- like when you were contracted
18 for trucking or transportation service was it
19 sometimes paid for prior to the service being
20 delivered?

21 A. Not -- not any instances that come to
22 my mind.

23 119 Q. Okay.

24 A. The vast majority --

25 120 Q. As --

1 A. -- was afterwards. Yeah.

2 121 Q. Okay. Majority afterwards. Is it
3 ever paid for on delivery?

4 A. Very rarely, no.

5 122 Q. Okay. So in the vast majority of
6 cases, you're paid after the service is rendered?

7 A. That's true.

8 123 Q. Okay. So the company would invoice
9 customers.

10 A. Yes.

11 124 Q. And you want to keep track of those
12 accounts and who owed the business money; right?

13 A. Yes.

14 125 Q. You'd want to keep track of your
15 accounts receivable.

16 A. Yes.

17 126 Q. Understood. So back to -- back to
18 the vehicles. I take it given what you've told
19 me about the vehicles being essential to the
20 business that it's important that vehicles are
21 not disappearing.

22 A. I'm sorry?

23 127 Q. It's -- you'd agree that it's
24 important in your trucking business that you're
25 not losing vehicles?

1 A. Yes. But, you know, sometimes things
2 happens and there's accidents and so on and so
3 forth. Like, part of the trucking operation,
4 stuff happens.

5 128 Q. For sure. For sure. I understand
6 accidents happen; I understand maintenance can be
7 required. But as a general matter, you're not
8 going to want vehicles being lost from your fleet
9 where you can avoid it; right?

10 A. Yes.

11 129 Q. And it would be important that the
12 company would not be in a position where third
13 parties can just take the company's vehicles;
14 right?

15 A. Ideally, yes. But unfortunately,
16 it's the reality of transportation in the GTA.

17 130 Q. Right. But if --

18 A. I want to be able to fully secure the
19 equipment. Theft is rampant in the GTA in the
20 trucking industry.

21 131 Q. Sure. I appreciate that theft
22 happens. But to the extent you reasonably can,
23 you'd want to prevent that from happening; right?

24 A. Yes, of course.

25 132 Q. You can't run a trucking business if

1 people can just drive off with your trucks;
2 right?

3 A. Yeah -- generally, yeah. But it does
4 happen. Like I said, you know, right, if every
5 single day your trucks are missing, you can't.
6 But, again, it's the trucking industry --

7 133 Q. Right.

8 A. -- and stuff happens.

9 134 Q. And it's a competitive industry.

10 A. I'm not sure what the metric would
11 be, but I guess every industry is competitive.

12 135 Q. Fair. But you have competitors in
13 the GTA; right?

14 A. Yeah, there's a lot of trucking
15 companies operating in the GTA.

16 136 Q. And you wouldn't want one of those
17 competitors to walk into your office, or wherever
18 you store your vehicles, and take one of your
19 trucks or your trailers off your yard and start
20 using it; right?

21 A. Yeah, you wouldn't want that.

22 137 Q. And you wouldn't want them to take it
23 off your yard and to put their own decals on it
24 and start using it like it's their own vehicle;
25 right?

1 A. Yeah, of course not.

2 138 Q. It's important for a trucking
3 business to control its vehicles; right?

4 A. Yes.

5 139 Q. So you put practices in place to try
6 and limit what I do appreciate is a real risk of
7 theft or someone taking your vehicles; right?

8 A. Yes.

9 140 Q. And in that vein, you'd want to know
10 or be able to know if one of your vehicles had
11 gone missing; right?

12 A. Yes.

13 141 Q. It would be a problem if a vehicle
14 could disappear from the fleet. I don't mean
15 literally disappear, but someone could take it,
16 and if the business was unaware that it had even
17 been lost; right? That would be a problem.

18 A. In terms -- the problem in terms of
19 like the vehicle being lost yes, that's a
20 problem.

21 142 Q. Agreed.

22 A. But not being about to find it is not
23 necessarily a solvable problem all that time.

24 143 Q. Sure. And sorry if my question was
25 unclear; I'm getting at something slightly

1 different now which is --

2 A. So those are two different problems
3 in one question, sorry. I just was to clarify.
4 But yes, it's an issue. It is an ongoing
5 problem.

6 144 Q. A convoluted question. My bad. So
7 on the same page that a vehicle being taken from
8 the fleet is problematic. We're good there.
9 What I'm asking is that problem is compounded or
10 there's a separate problem if you also don't even
11 know that that vehicle has disappeared.

12 A. Yeah.

13 145 Q. These are the essential assets to
14 your business, and if you lose one of them you
15 want to know that; right?

16 A. Yes, you would like to.

17 146 Q. So you keep track of what vehicles
18 you have.

19 A. To the best of your ability.

20 147 Q. A trucking business couldn't operate
21 properly without tracking its fleet; right?

22 A. What do you mean cannot operate by
23 tracking its fleet? There's a lot of companies
24 that operate without necessarily having tracking
25 on their equipment.

1 148 Q. Sure. I mean, it could be real time
2 electronic tracking or some alternative measure.
3 But, I mean, I guess as an initial matter it's
4 important for asset preservation for the business
5 that you generally know where your trucks are at
6 any given time; right?

7 A. Generally speaking, yes. But real
8 time knowledge -- like, ideally yes. But we're
9 not -- we're not living in a perfect world.

10 149 Q. Sure. I can appreciate that. And
11 I'm asking you these context -- these questions
12 in the context of asset preservation and, you
13 know, preventing theft or trucks otherwise
14 disappearing. But it's also important from an
15 operational standpoint; right?

16 I mean, your business is the coordination
17 of moving loads around for customers; it's
18 helpful for the operation of your business for it
19 being efficient, for it being able to generate
20 more revenue and less cost that you have a
21 general sense of where your vehicles are; right?

22 A. Yes, you have a general sense of
23 where your vehicles are or should be.

24 150 Q. I mean, that's -- that's one of the
25 central roles of the dispatch; right?

1 A. I'm not sure what the essential rules
2 of dispatch are if there's a codex or something
3 you're referring to.

4 151 Q. No, sorry. Role. It's a central
5 role of dispatch to know where is the vehicles in
6 your fleet and to be able to sort of move them
7 around or tell them to take certain jobs as they
8 come up.

9 A. Yes, generally speaking, that's the
10 role of a dispatch.

11 152 Q. Can you see your affidavit on my
12 screen?

13 A. Yes.

14 153 Q. And I'm going to put to you that the
15 need to be able to effectively track your
16 vehicles would have been especially important for
17 Cheema given your comment at paragraph 55 of your
18 affidavit here that Cheema's vehicle situation
19 was complex prior to the receivership. Fair?

20 R. VIG: Counsel, can you repeat that
21 question, please?

22 BY W. MAIN:

23 154 Q. Yes. Mr. Cheema, you say at
24 paragraph 55 of your affidavit that "Cheema's
25 vehicle situation was complex before the

1 receivership." Right?

2 A. Yes.

3 155 Q. So we're not talking about some
4 two-bit trucking operation where you've got one
5 truck, one trailer, one driver. It's not that
6 simple; right?

7 A. That's correct.

8 156 Q. I'm going to suggest to you that
9 where you have a more complex situation in terms
10 of the vehicles, that warrants a better system of
11 tracking those vehicles. Is that fair?

12 A. Well, like, "better system" is such a
13 broad term.

14 157 Q. Well, a better system than if it was
15 --

16 A. I mean, I don't know what -- I don't
17 know words, right. Like, there would be a
18 gradient. You try your best, yes. You always do
19 your best to try to track the equipment.

20 158 Q. Fair. With that being said -- I'll
21 take you to another comment in your affidavit
22 here -- you say at paragraph 27 that "Cheema's
23 business had substantially wound down before the
24 Appointment Order was made."

25 You said that; right?

1 A. Yes.

2 159 Q. And that was true, that the business
3 had substantially wound down at the time of the
4 appointment order.

5 A. Yes.

6 160 Q. So substantially wound down, but not
7 fully wound down; right?

8 A. Like, we're splitting hairs. In
9 terms of, like, you know, what -- what would
10 qualify as some -- you know, I mean. Like, I'm
11 not exactly sure how to answer that question.
12 Yes, but essentially there was no trucking
13 operations taking place after November.

14 161 Q. I suppose -- Mr. Cheema, I'm just
15 interested that you've chosen to use the word
16 "substantially." And you could have more easily
17 said Cheema's business had wound down before the
18 appointment order was made, but you've made the
19 decision in your affidavit to say "substantially
20 wound down." So to me that suggests you didn't
21 want to say it was wound down.

22 A. Well, I think the corporation wasn't
23 dissolved or it wasn't fully -- everything wasn't
24 closed, right. Our bank accounts weren't closed,
25 the corporation wasn't fully dissolved. So I

1 don't think it would be fair to say it was
2 absolutely wound down, but I think I've stated in
3 the past as well, you know, the trucking
4 operations ceased after the insurance lapsed in
5 November.

6 162 Q. Okay. We'll come back to that.
7 Mr. Cheema, the trucks, trailers and other
8 vehicles used by Cheema were licensed; right?

9 A. I'm sorry?

10 163 Q. The trucks and trailers and vehicles
11 used by Cheema -- let me put it this way, they
12 all had VIN numbers.

13 A. Yes.

14 164 Q. They'd all have licence plates.

15 A. Yes.

16 165 Q. Cheema owned some of its vehicles.

17 A. Previously it did, yes.

18 166 Q. It leased some of its vehicles.

19 A. I think the majority were leased. A
20 lot were leased.

21 167 Q. It financed some of its vehicles.

22 A. I can't say with absolute certainty
23 which agreement was lease versus the finance. So
24 general -- broadly, the term used in the industry
25 is "leased."

1 168 Q. Sure. I'm -- I was trying to avoid
2 asking a compound question. But what I'm
3 interested in understanding is that in Cheema's
4 vehicle fleet some of the vehicles were owned at
5 some points in time, some were financed at some
6 points in time and some were leased at some
7 points in time; right?

8 A. Yeah. But "lease" and "finance" the
9 terms are often interchangeable in the industry
10 in terms of the way the financing structures
11 work.

12 169 Q. Okay. Well, I mean, part of it is I
13 understand those two terms as having different
14 meanings but I'm also using the language that you
15 use in your affidavit --

16 A. I wouldn't say --

17 170 Q. -- paragraph 56 of your affidavit.

18 A. -- finance and lease as being --
19 (Simultaneous crosstalk - indiscernible)

20 171 Q. Sorry. At paragraph 56 -- can you
21 see my screen?

22 A. Yeah.

23 172 Q. At paragraph 56 you say, "Cheema had
24 owned, leased, financed, operated, repaired,
25 stored and/or used different trucks and trailers

1 at different times."

2 So I was using the terms "owned, leased"
3 and "financed" because that's what you had said
4 in your affidavit.

5 A. Okay.

6 173 Q. Okay. So fair to say that Cheema had
7 owned, leased, financed different truck and
8 trailers at different times?

9 A. Yes.

10 174 Q. You agree with me it would be
11 important to keep track of which vehicles the
12 company owned, which it leased and which it
13 financed?

14 A. Yes.

15 175 Q. If you had bought vehicles, you would
16 want to have purchase documentation; right?

17 A. Yes.

18 176 Q. And you'd typically have -- and you
19 typically have purchase documentation.

20 A. I think typically you do get it
21 whenever you sign with the dealership or what
22 have you, yeah.

23 177 Q. If you sold a vehicle, you'd
24 typically get sale documentation.

25 A. Yes.

1 178 Q. If you financed a vehicle, you'd have
2 records relating to the financing.

3 A. Yes.

4 179 Q. If you leased a vehicle, you'd have
5 records relating to the leasing?

6 A. Yes.

7 180 Q. Your trucks and trailers at Cheema
8 were insured; correct?

9 A. Yes.

10 181 Q. And you'd have insurance
11 documentation for the vehicles.

12 A. Yes.

13 182 Q. You mentioned earlier that, you know,
14 accidents and -- you said accidents; I said also
15 -- you also had maintenance. That's part of the
16 trucking business; right?

17 A. Yes.

18 183 Q. And your vehicles would get moved to
19 repair facilities from time to time.

20 A. Yes.

21 184 Q. You'd have maintenance records
22 concerning those vehicles.

23 A. You try your best to, yeah.

24 185 Q. If a vehicle -- if a vehicle went to
25 a storage yard, you'd have records relating to

1 that.

2 A. Sometimes.

3 186 Q. Mr. Cheema, the business used
4 dispatch and tracking systems to track the
5 vehicles; right?

6 A. Yes.

7 187 Q. And help me with this; that's Samsara
8 or Xpert or both?

9 A. So Samsara -- I think I've mentioned
10 it a few times before as well. It was an ELD
11 provider, so there were electronic logs for the
12 drivers so when they were on and they were
13 plugged into the trucks you could see where the
14 trucks are. So it was an ELD provider. Xpert
15 was to organize dispatch.

16 188 Q. Okay. And I understand that one or
17 both of these was also used for some basic
18 bookkeeping.

19 A. Yeah. So, like, for example,
20 calculating the mileage and stuff that the
21 driver's drove.

22 189 Q. That will be done through Samsara.

23 A. Samsara and Xpert had a function as
24 well. They both were able to track the mileages.

25 190 Q. And would both be able to track where

1 the vehicles had gone?

2 A. Yes and no. So Xpert had nothing to
3 do with the tracking of the vehicles other than
4 whatever may have been dispatched. Samsara, when
5 you had your ELD active and the driver was using
6 it, you would know where the truck was, yes.

7 191 Q. And my understanding is that as it
8 was I guess running its dispatch features, Xpert
9 would naturally keep track of data on jobs that
10 were being done.

11 A. I'm not -- I'm not exactly sure.
12 What do you mean by that?

13 192 Q. When a job was run and say you --
14 you're doing a cross-border trip for Company
15 ABC --

16 A. Mm-hmm.

17 193 Q. -- where in your systems does it come
18 in that this job has been run and that ABC now
19 owes you a hundred dollars?

20 A. So the dispatching was done on Xpert
21 and then we would also use Sheets and that type
22 of stuff.

23 194 Q. Google Sheets?

24 A. Yeah.

25 195 Q. Okay. And would the information be

1 transferred from Xpert to Google Sheets?

2 A. It could be, yes.

3 196 Q. Okay. Would that be an automated
4 process or it had to be manually data entry?

5 A. Manual.

6 197 Q. So as jobs were done, you'd be taking
7 data from the Xpert system and putting it into
8 your sheets to track it?

9 A. Yes.

10 198 Q. And Sheets is Google's version of
11 Microsoft Excel?

12 A. I --

13 199 Q. It -- no, sorry, it's not supposed to
14 be a technical question. But it's a spreadsheet
15 program; right?

16 A. I think so, yes.

17 200 Q. Okay. So those Sheets records were
18 stored in Cheema's Google account --

19 A. Yes.

20 201 Q. -- along with other records of the
21 business.

22 A. Yes.

23 202 Q. And Cheema's e-mail was also
24 administered on the Google platform; right?

25 A. Yes.

1 203 Q. So these systems -- Samsara, Xpert,
2 Google -- these are systems that the Cheema
3 business would have depended on on a day-to-day
4 basis.

5 A. Yes.

6 204 Q. It would be important for you as the
7 operator of the business to have access to those
8 records.

9 A. Yes.

10 205 Q. Important for you to be able to log
11 into those platforms.

12 A. Some I was already always logged into
13 and some I had to log into from time to time.

14 206 Q. Okay. Which ones did you have to log
15 into from time to time?

16 A. Xpert.

17 207 Q. Okay. So it would be important for
18 you to know your login credentials --

19 A. Yeah.

20 208 Q. -- for the platforms?

21 A. Yeah.

22 209 Q. It would also be important to have
23 retrieval methods for any of those platforms in
24 case you lost or forgot your credential; right?

25 A. I'm sure these platforms had

1 retrieval methods built into them.

2 210 Q. Right. You wouldn't want to use a
3 platform if you had a fear that you could become
4 permanently locked out of your data; right?

5 A. I'm not that technically competent on
6 choosing platforms in terms of what they're --
7 you know, whatever they have on their back end.

8 211 Q. Okay. But take -- take your
9 dispatch. If your business is running along on a
10 day-to-day basis and you get locked out of your
11 Xpert dispatch platform, that would be extremely
12 disruptive to the business; right?

13 A. No, it wouldn't be extremely
14 disruptive. It's not as if we were running a
15 very massive operation, you can always get by.

16 212 Q. Okay. I mean, that practice --

17 A. It would be an inconvenience --

18 213 Q. Sorry.

19 A. -- but it wouldn't be extremely
20 disruptive.

21 214 Q. Okay. If you got locked out of your
22 Google account that would be extremely disruptive
23 to your business.

24 A. Yes, it would be. "Extremely
25 disruptive" is just such a -- it sounds like a

1 very hash term. Like, ultimately, you know, you
2 can -- you can get over hurdles. You try to get
3 over hurdles. But yes, it would be disruptive.

4 215 Q. It would be something you'd want to
5 avoid?

6 A. Yes.

7 216 Q. So prior to the receivership you had
8 access to all these systems?

9 A. "Prior" -- it depends. Like, you
10 know, it's a broad term. I lost my access to a
11 lot of our systems when the business was being
12 wound down late 2025. I had limited access to my
13 Gmail at the time of the receivership.

14 217 Q. Okay. Well, we'll come back to that.

15 A. Sure.

16 218 Q. I want to start asking you some
17 questions about your interactions with the
18 receiver. So we've discussed that the receiver
19 was appointed on February 18. You met with the
20 receiver, Richard Goldhar, on February 21st;
21 right?

22 A. I believe so. It was the Saturday, I
23 think. We met on the weekend I think, if I
24 remember correctly.

25 219 Q. I believe you remember correctly

1 because -- yeah, February 21st was a Saturday.
2 You met at the 7 Kimbel Road, Mississauga site;
3 right?

4 A. Yes.

5 220 Q. And you met there 'cause that's one
6 location that there were Cheema vehicles.

7 A. No. We met there because that was
8 like the primary yard we were using prior to the
9 operation being wound down. So he had asked to
10 meet at either the office and the office was no
11 longer occupied for quite some time. And
12 similarly, the yard wasn't as well, but that's
13 why we met there 'cause it was typically the
14 company's yard.

15 221 Q. Understood. Understood. Did you run
16 an office out of those premises?

17 A. No.

18 222 Q. Did you run an office out of
19 anywhere?

20 A. The Anson Drive location.

21 223 Q. Do you remember Mr. Goldhar asking
22 you to fill out a checklist -- a possession
23 checklist?

24 A. Not specifically any paper. I'm not
25 sure. Like, he had a big binder and he asked me

1 to go through the entire thing with him.

2 224 Q. You declined to do that on that day;
3 right?

4 A. No, I didn't decline. I advised that
5 I would be happy to engage through counsel.

6 225 Q. Okay. You asked for a formal written
7 request; right?

8 A. I believe so. I asked to be engaged
9 through counsel.

10 226 Q. Okay. And then do you recall that
11 Mr. Goldhar did follow up and sent you, I believe
12 via your counsel, a detailed written request on
13 February 23rd?

14 A. I believe he did send a follow-up
15 request. I'm not certain of the exact date.

16 227 Q. Okay. Well, let's turn it up. Can
17 you see my screen, Mr. Cheema?

18 A. It's very small. But yes, I can see
19 you're sharing your screen.

20 228 Q. I've enlarged it. Is that better?

21 A. Yes.

22 229 Q. So I'm showing you Appendix "F" to
23 the first report of the receiver dated May 5th,
24 2026. It's a February 23rd, 2026 e-mail from
25 Mr. Goldhar to yourself, Mr. Vig and Admin-Cheema

1 Carriers. Can you see that?

2 A. Yes.

3 230 Q. And you see in Mr. Goldhar's e-mail
4 he says, "We write in our capacity as
5 court-appointed receiver and manager of Cheema
6 and holdco." And then the second paragraph he
7 says:

8 "Further to our meetings of February 21st,
9 2026 at 7 Kimbel Street, Mississauga,
10 Ontario, L4T 3C4, and as requested by you,
11 we are setting out our formal written
12 information and possession requirements."

13 Do you see that?

14 A. Yes.

15 231 Q. And then what follows is a list of
16 information and document requests being made by
17 Mr. Goldhar to you. Do you see these?

18 A. Yes.

19 232 Q. So we'll come back through some of
20 them in more detail. But generally speaking, you
21 understood that as the court-appointed receiver
22 Mr. Goldhar was asking you to cooperate and
23 provide him the documents and the information in
24 this list that you could?

25 A. Yes.

1 233 Q. I'm now showing you Appendix "H" to
2 that same report of the receiver. It's the top
3 e-mail. It's an e-mail thread, and we'll go
4 through it, but the top e-mail is from
5 Mr. Goldhar to your counsel Mr. Vig on
6 February 26th, 2026 at 4:05 p.m. Do you see
7 that?

8 A. Yes.

9 234 Q. So I'm scrolling down; I'm going to
10 show you that your counsel had responded to the
11 previous e-mail from Mr. Goldhar that we looked
12 at on February 25th. So taking you back to the
13 bottom, this is the e-mail we just looked at,
14 February 23rd, from Mr. Goldhar. And then you
15 see your counsel's response February 25th, 2026
16 at 7:10 p.m. Can you see this?

17 A. Yes.

18 235 Q. So your counsel responded; he
19 attached a list of trailers, a list of trucks,
20 Cheema Carrier's regulatory package and provided
21 some answers in line in Mr. Goldhar's February
22 23rd e-mail in red font. Can you see all that?

23 A. Yes.

24 236 Q. And scrolling back to the top of this
25 appendix; this is Mr. Goldhar's February 26th

1 follow up e-mail. In the first line Mr. Goldhar
2 says:

3 "Thank you for the information provided.
4 However, the responses remain materially
5 incomplete and, in several instances,
6 improperly defer responsibility to third
7 parties."

8 Do you see that?

9 A. Yes.

10 237 Q. And you can -- you can read the
11 second paragraph if you like, but I'm going to
12 put to you that Mr. Goldhar reattached the
13 possession checklist document that he'd asked you
14 to complete and reiterated that it must be
15 completed.

16 A. Yes.

17 238 Q. And then two further paragraphs down
18 Mr. Goldhar says:

19 "I remain prepared to have Mr. Cheema
20 attend at my office to complete the
21 possession forms in person. In the
22 interim, full and complete written
23 responses are required."

24 Do you see that?

25 A. Yes.

1 239 Q. In the next paragraph Mr. Goldhar
2 says:

3 "As you are aware, officers and directors
4 of companies in receivership have a
5 statutory obligation to provide complete
6 disclosure of the companies' property,
7 books, records, and affairs."

8 Do you see that?

9 A. Sorry, where are you reading?

10 240 Q. Sorry, right here. I'm highlighting
11 it on my screen.

12 A. Oh, yes.

13 241 Q. You understood that at the time.

14 A. I understood that he sent this
15 request, yes.

16 242 Q. But you understand what he's saying
17 in this sentence.

18 A. Honestly, some words I may not
19 completely understand. But yes, broadly I
20 understand -- I understand I have to cooperate
21 with him and help him out.

22 243 Q. Right. And in the second half of
23 this paragraph Mr. Goldhar states:

24 "Responses indicating that information is
25 "not readily accessible" or "with the

1 landlord" or "with Mikhaal Motors" are not
2 sufficient. If Mr. Cheema does not have
3 information immediately available, he must
4 take steps to obtain it and produce it
5 promptly."

6 You see that; right?

7 A. Yes, I see that.

8 244 Q. And then what follows is a further
9 and updated list of the information that
10 Mr. Goldhar says is outstanding; right?

11 A. Yes.

12 245 Q. And at the conclusion of the e-mail
13 he says:

14 "We require completed possession forms for
15 both entities and full documentary
16 production responsive to the outstanding
17 items above. Please advise the
18 relationships, if any, with Haulex, CQR
19 Logistics and Peace Transportation."

20 Do you see that?

21 A. Yes.

22 246 Q. And he closes the letter, "Time is of
23 the" -- or the e-mail:

24 "Time is of the essence. Please confirm
25 by return email when complete disclosure

1 will be provided."

2 Do you see that?

3 A. Yes.

4 247 Q. You understood what he was saying
5 here? You understand these words?

6 A. Sorry, I'm just reading through it.

7 248 Q. No problem.

8 A. Yes.

9 249 Q. And if I understand your position
10 correctly, you didn't -- and you don't -- raise
11 any objection to the receiver's rights to make
12 these requests of you.

13 A. I think there may be some objections
14 depending on -- like, just based on some of the
15 requests, but I think that's something my counsel
16 would address.

17 250 Q. Sure. But generally speaking -- and
18 I can take you to your affidavit if you'd like --

19 A. No.

20 251 Q. -- you understand that the receiver
21 is empowered to seek this kind of information and
22 documentation and to expect your cooperation in
23 getting it by the appointment order?

24 A. Well, what do you mean bring "this
25 kind of information"? Right. I'm -- it's very

1 broad. Like, if you look at the first one,
2 they're asking me to provide information of a
3 public company that I'm not even a director of.
4 Am I required to provide that by receivership
5 order?

6 252 Q. Well, again, we can go to your
7 affidavit. But I'm saying you're obligated to
8 cooperate and to provide access to information
9 that's in your power, possession and control
10 relating to the business.

11 A. Yes, for sure. Anything that's in my
12 power and my control I'm happy to cooperate.

13 253 Q. And your possession.

14 A. Yes.

15 254 Q. Subsequent to this e-mail exchange
16 you had a virtual meeting with the receiver at
17 which your counsel was present on March 6th;
18 right?

19 A. There was a new person that was
20 leading the meeting. It wasn't -- it was no
21 longer Richard. It was Karen. I hadn't been
22 introduced to her prior to that meeting.

23 255 Q. Sure. Yeah. So you're referring to
24 Karen Fung; right?

25 A. If that's her full name. But yes,

1 Karen was there.

2 256 Q. But you understood she was working
3 with Richard.

4 A. Yes, she was the one that was now
5 essentially asking me all of the questions and
6 leading the meeting.

7 257 Q. Do you recall at that meeting the
8 receiver telling you that they would need access
9 to your digital systems?

10 A. Broadly speaking, yes. I don't
11 recall the specifics of that meeting.

12 258 Q. I'm now showing you Exhibit "B" to
13 your May 19th affidavit, Mr. Cheema. Can you see
14 that?

15 A. Yes.

16 259 Q. This is an e-mail thread, the top
17 most recent e-mail of which is a March 12th, 2026
18 e-mail from Karen to your counsel Mr. Vig at
19 12:35. Do you see that?

20 A. Yes.

21 260 Q. I'm going to scroll down to the
22 bottom of page 42 of your record to a March 12th,
23 2026 e-mail from Mr. Vig to Ms. Fung. Can you
24 see that?

25 A. Yes.

1 261 Q. And you see under point three in your
2 counsel's e-mail he's providing or attempted to
3 provide login information for Xpert, Google and
4 Samsara.

5 A. Yes.

6 262 Q. For Google he says:
7 "Our client does not have any invoice for
8 them. He tried resetting the password by
9 using the "forgot your password" method.
10 However, as there is no attached recovery
11 email, Google is asking our client to
12 contact the domain DNS records. Our
13 client is speaking to the erstwhile IT
14 vendor for assistance. Meanwhile, the
15 receiver is welcome to try themselves and
16 our client will continue to cooperate."
17 Do you see that?

18 A. Yes.

19 263 Q. And then for Samsara you say the --
20 your counsel says, "The log in is
21 faraz.cheema@cheemacarriers.com." And then
22 password -- "PW" -- your counsel states,
23 "Randomly generated password which is not saved
24 by our client." Do you see that?

25 A. Yes.

1 264 Q. And for Xpert your counsel's written,
2 "Log in is admin and the password is admin." Do
3 you see that?

4 A. Yes.

5 265 Q. I'm showing you Exhibit "C" of your
6 affidavit. This is a May 7, 2026 letter from
7 your counsel to me; correct?

8 A. Yes.

9 266 Q. I'm scrolling to the bottom of the
10 second page of the letter, page 58 of your
11 letter, you see in point two your counsel is
12 addressing login credentials?

13 A. Yes.

14 267 Q. And the first sub-point is Google and
15 Gmail. Your counsel states:

16 "As informed earlier, Mr. Cheema used a
17 randomly generated password which was
18 saved on the Debtor's computer systems.
19 Mr. Cheema has independently tried
20 resetting the password using the "forgot
21 password" method, however, as there is no
22 attached recovery email, Google is asking
23 our client to contact the domain DNS
24 records, a screenshot is reproduced
25 below."

1 And then there's a screenshot. And he
2 says:

3 "Mr. Cheema will provide all assistance
4 and cooperation to the Receiver if the
5 Receiver were to contact Google directly."

6 Do you see that?

7 A. Yes.

8 268 Q. So in both your counsel's March 12th
9 e-mail and now this May 9th letter your counsel
10 is saying that Google is asking you to contact
11 the Google domain DNS records; right?

12 A. Yeah.

13 269 Q. You still haven't done that.

14 A. I don't know what a domain DNS is.

15 270 Q. Okay. And you didn't take any steps
16 to figure that out either.

17 A. I tried to the best of my ability,
18 but I'm honestly not the most technically
19 proficient person here.

20 271 Q. Okay. What did you try?

21 A. Well, first we tried forgetting the
22 password, and then it took us to a series of
23 steps and then it said something about the domain
24 e-mail. I think it's similar to like the
25 screenshot that you also shared in one of your

1 submissions. And then at one point, like, I
2 don't really understand what to do after that.
3 So I tried my best what I could do within my
4 God-given abilities but, like, you know, I don't
5 -- I honestly don't understand this stuff.

6 272 Q. Well, in both the March 12th e-mail
7 and this May 9th letter you seem to understand
8 that Google is asking you to contact domain DNS
9 records.

10 A. Well, similarly to how, you know, you
11 asked me to read different things, Google wrote
12 that out. So we just -- he said that that's what
13 Google said. So, you know, I can read that in
14 terms of the words similar to how to some of the
15 more technical stuff you're asking before, but I
16 don't entirely have a full comprehension and
17 understanding about what that is.

18 273 Q. But you didn't do this. You didn't
19 contact Google domain DNS records.

20 A. We tried working through the steps as
21 best to our ability that we could. I'm not sure
22 what that means the exactly.

23 274 Q. Okay. Your -- the March 12th e-mail
24 from your counsel refers to your IT vendor.
25 There's nothing in this May 9th letter about your

1 IT vendor. Can I conclude that you didn't follow
2 up with the IT vendor?

3 A. No, I did try reaching out to them as
4 well.

5 275 Q. Okay. And were they not able to
6 explain to you what this DNS records thing is?

7 A. I wasn't able to get in contact with
8 them.

9 276 Q. You appreciate there's nothing
10 specific in your affidavit about the further
11 steps that you had taken to try and recover this
12 Google password beyond what is stated here?

13 A. We tried the "forgot password" method
14 and tried our best to work through it.

15 277 Q. Sorry, that doesn't answer my
16 question. There's no further detail as to what
17 further steps you actually took beyond what is
18 described here.

19 A. I'm not sure how to answer that.

20 278 Q. I'm showing you paragraph 40(a) of
21 your affidavit. You state:

22 "Google and Gmail. I used a randomly
23 generated password which was saved on the
24 Debtor's computer systems. I
25 independently tried resetting the password

1 by using the "forgot password" method,
2 however, as there is no attached recovery
3 e-mail, Google is asking me to contact the
4 domain DNS records."

5 Do you see that?

6 A. Yes.

7 279 Q. So you're saying the same thing again
8 here about Google is asking you to contact the
9 domain DNS records. You see that?

10 A. Yes.

11 280 Q. But there's no sworn evidence here
12 about your efforts to contact Google's domain DNS
13 records.

14 A. Okay.

15 281 Q. In that May 9th letter from your
16 counsel there's a reference for the first time to
17 the debtor's computer systems. Do you see that?

18 A. Yes.

19 282 Q. And that appears in the response
20 relating to Google and Gmail because you say
21 "there was a randomly generated password that was
22 saved on the Debtor's computer systems." Right?

23 A. I'm sorry?

24 283 Q. There's a reference to the debtor's
25 computer systems in the response given by your

1 counsel on the Google and Gmail password.

2 A. Yes.

3 284 Q. Because you're saying that there's a
4 randomly generated password which was saved on
5 the debtor's computer systems; right?

6 A. Yes.

7 285 Q. This is the first time you've
8 mentioned anything about the debtor's computer
9 systems to the receiver.

10 A. I don't know what you're inferring to
11 that. Like, generally -- broadly speaking, like,
12 you know, you save your password is saved whether
13 it be on my phone, whether it be in Google. It's
14 -- I don't know if this is the first time, so --
15 but I think I brought it up in our meeting as
16 well with Karen.

17 Like, they were saved passwords. They
18 were automatically saved and it's not something
19 that I logged into on a regular basis. They were
20 already saved there is what I was trying to
21 communicate.

22 286 Q. Right. But when you say "there,"
23 you're referring to the debtor's computer systems
24 as you called it here.

25 A. No, I'm -- I'm speaking broadly in

1 terms of wherever you're logged in.

2 287 Q. Okay. And where were you logged in?

3 A. Like on my phone, for example. So,
4 you know, when you're using the Google account
5 you're logged into it.

6 288 Q. Okay. So on your phone; right?

7 A. Yeah.

8 289 Q. And presumably you used a computer
9 running the business as well.

10 A. Yes, when the business was operating
11 the computers as well.

12 290 Q. Okay. How many computers did the
13 business have?

14 A. Well, I don't know off the top of my
15 head the exact amount, but a couple.

16 291 Q. Okay. And you had possession of all
17 those computers.

18 A. You're asking when?

19 292 Q. At -- at any point in time.

20 A. Up until the point that the business
21 was wound down.

22 293 Q. Okay. You've not provided those
23 computers to the receiver.

24 A. I don't have them in my possession.

25 294 Q. What did you do with them?

1 A. When the office was wound down, the
2 IT infrastructure was also wound down.

3 295 Q. Okay. And what happened to the
4 computers?

5 A. I don't have knowledge to that
6 effect.

7 296 Q. Well, I mean, computers are -- have
8 many uses. You could use them personally or you
9 could use them for another business venture;
10 right?

11 A. That's a very broad statement. We
12 can mention many uses --

13 297 Q. Sure.

14 A. -- if you want uses.

15 298 Q. Sure. They -- computers have many
16 uses.

17 A. Sure.

18 299 Q. They have value.

19 A. Well, not really. Not significant
20 value, no.

21 300 Q. Okay. So are you saying you
22 basically threw the computers away?

23 A. No. They were wound down by the IT
24 provider who was winding down our IT
25 infrastructure.

1 301 Q. Okay. But were they not your
2 computers?

3 A. Some equipment may have been rented.
4 I don't know off the top of my head.

5 302 Q. You don't know whether your
6 business's computers were rented or not?

7 A. Some could have been. I know there
8 was some equipment that we were renting and there
9 was some equipment that may have been purchased a
10 while ago. It's not something that happened very
11 recently.

12 303 Q. Right. I'm just -- I'm just trying
13 to understand because if I was closing a business
14 and I owned some of the computers I'd want to
15 take possession of those computers. Did you not?

16 A. Well, that's what you would do. I
17 guess you're a better businessman than me.

18 304 Q. Okay. You were okay to part with
19 whatever computers you owned at that time?

20 A. It was -- like, a lot was going on at
21 the time, right. You're winding down this
22 distressed business and things aren't exactly
23 perfect or organized.

24 305 Q. Okay. The machines that were owned,
25 would they have been owned by Cheema or by you

1 personally or by holdco?

2 A. Probably by Cheema.

3 306 Q. Okay. So you would have understood
4 that those were the property of the business that
5 was going into receivership?

6 A. The business wasn't going into
7 receivership in September.

8 307 Q. Well, you said operations were going
9 until November.

10 A. Well, you said receivership, that's a
11 different word. The business wasn't going into
12 receivership --

13 308 Q. Well, the receivership application --

14 A. -- in September.

15 309 Q. -- was commenced when? April '25.

16 A. I'm not certain of the exact time the
17 application was commenced.

18 310 Q. Okay. I think it was April 2025, but
19 your counsel can correct me on that now or later
20 if that's incorrect.

21 R. VIG: No, that's correct. But I can --
22 I mean, just to sort of clarify that question,
23 after the receivership application was commenced
24 there were discussions about resolving the
25 receivership application. So nothing was certain

1 at this time.

2 BY W. MAIN:

3 311 Q. That's fair. But as the business is
4 winding down, you said operations were -- at
5 least the trucking operations were going on into
6 November when insurance lapsed; right?

7 A. Yeah.

8 312 Q. And this receivership proceeding has
9 been in existence since April of that year;
10 right?

11 A. Yes.

12 313 Q. And the order is made by the middle
13 of February 2026; right?

14 A. Yes.

15 314 Q. Did you not think that it might be
16 appropriate to preserve assets like computers for
17 the creditors of the business even if you were
18 going to be winding it down?

19 A. Yeah, to the best of my ability to.
20 So that's why we had the IT provider winding down
21 that infrastructure.

22 315 Q. Okay. Can you provide me with the
23 contact information for your IT vendor?

24 A. Yes, we can follow up and provide you
25 that.

1 W. MAIN: Sorry, Mr. Vig, I --

2 R. VIG: Yeah, I can --

3 W. MAIN: -- wasn't sure if that's
4 something that you could answer off the top of
5 his head or not. If it's a follow up, can I ask
6 you for an undertaking?

7 U/T R. VIG: Yeah, we'll give that
8 undertaking. You want the name and the contact
9 information of the IT vendor?

10 W. MAIN: Yes. And ideally if there was a
11 particular contact for this account or a
12 particular rep, I'd like to speak to that person
13 as opposed to just being directed to a general
14 company line.

15 R. VIG: Okay. We can make best efforts.

16 BY W. MAIN:

17 316 Q. Thank you. So some of the computers
18 were owned and you'd have purchase documentation
19 for those computers, Mr. Cheema?

20 A. No, I'm not in possession of any
21 purchase documentation.

22 317 Q. You'd have warranty documentation.

23 A. Not in my possession, no.

24 318 Q. You think some of the computers may
25 have been leased.

1 A. Potentially, yes.

2 319 Q. Okay. You'd have documentation
3 relating to those leases.

4 A. Not in my possession.

5 320 Q. Okay. So each time you brought a new
6 device online, so to speak, you started using it
7 in conjunction with your Google account, you
8 would have to sign into your Google account;
9 right?

10 A. Yes.

11 321 Q. And you were signed in on your Google
12 account on your phone.

13 A. Yes.

14 322 Q. And you still have your phone.

15 A. Not that one that I was previously
16 using, no.

17 323 Q. Okay. When -- when did you last have
18 that phone?

19 A. Hmm, I don't remember exactly.

20 324 Q. What did you do with it?

21 A. I returned it back to the provider.

22 325 Q. Who's the provider?

23 A. Telus.

24 326 Q. Was that part of a trade-in or you
25 were leasing that phone?

1 A. I don't recall the specifics of it.

2 327 Q. You don't recall whether you owned
3 that phone or not?

4 A. No, I didn't own it. I had to give
5 it back to the provider.

6 328 Q. Was it a Cheema leased phone or did
7 you lease it personally?

8 A. I was using it personally but I think
9 it was through the company's Telus account.

10 329 Q. Okay. So you would have -- you'd
11 have some documentation, some Telus documentation
12 relating to that phone.

13 A. I don't know. It may be scattered.
14 I can try collecting something, but to be honest
15 right now I can't say with that certainty that I
16 have it.

17 330 Q. Well, they'd send you a bill every
18 month presumably.

19 A. Yeah, to Cheema e-mail. I don't have
20 access to that anymore.

21 331 Q. But you have access to your Telus
22 account.

23 A. I don't. I'm not with Telus anymore.

24 332 Q. Well, you may still be able to log
25 into your account to look at historical bills.

1 In fact, I would suggest you could.

2 A. I don't know. I never logged into my
3 Telus account, no.

4 333 Q. You never logged into your Telus
5 account.

6 A. Not -- no, not on a regular basis. I
7 wouldn't know.

8 W. MAIN: I'd ask you, and this is a
9 question probably for your counsel, to make best
10 efforts to locate any Telus documentation
11 relating to the company phones from the last six
12 months.

13 U/T R. VIG: Yeah, we can make best efforts to
14 find that.

15 BY W. MAIN:

16 334 Q. Were there multiple company phones,
17 Mr. Cheema?

18 A. Yes, I believe so. Yes.

19 335 Q. Do you know how many?

20 A. No, not off the top of my head.

21 336 Q. And you have no recollection of when
22 you handed that phone back in.

23 A. I don't remember the precise time,
24 no.

25 337 Q. Did it occur to you that you might

1 need ongoing access to the company's Google
2 accounts?

3 A. No.

4 338 Q. Did it not occur to you that the
5 receiver might need that access?

6 A. I thought the receiver would be able
7 to get that access directly. I didn't think I
8 personally needed to have access to the company
9 accounts anymore when I didn't -- when I wasn't
10 in control of the company anymore.

11 339 Q. Well, you understand the most direct
12 way to get access to an electronic platform is to
13 log into it; right?

14 A. I don't know what the most direct way
15 is. Whatever happened in the back, I'm not
16 familiar with it, no.

17 340 Q. Can you name a more direct way to get
18 access to a digital platform than logging into
19 it?

20 A. No. Like Google gives you access to
21 that.

22 341 Q. Yeah. How is that?

23 A. I don't know how. I imagine the
24 provider has the most direct access to it.

25 342 Q. Right. But, I mean, is it --

1 A. More than me. Google would have more
2 power over Google than I do.

3 343 Q. Sure, sure. I acknowledge Google can
4 do whatever they want. But as a member of the
5 public and a user, is there a more
6 straightforward way to get into a Google account
7 than to log into it?

8 A. I imagine not. You have to log into
9 an account. I'm not really sure what that
10 question is in. Like, I don't -- I don't know
11 the most direct way. No one -- no one's ever
12 asked me a question like that. I'm not really
13 sure what to say. I've never thought about the
14 most direct way to get into a Google account, no.

15 344 Q. Well, I just -- I asked you what I
16 thought was an uncontroversial question that the
17 most direct way to get into a digital platform is
18 to log in, and I think your answer was to suggest
19 that might not necessarily be true so I'm
20 wondering what you have in mind. I'm asking if
21 the provider --

22 (Simultaneous crosstalk - indiscernible)

23 A. No, I said the provider has the most
24 direct access to --

25 345 Q. I'm sorry?

1 A. I said the provider I think has the
2 most direct access to the platform.

3 346 Q. Okay?

4 A. That's my -- as a member of the
5 public, that's -- you know, you asked me my
6 opinion on the matter and I gave you my answer to
7 it.

8 347 Q. I'm just -- I'm just trying to
9 understand your evidence 'cause you said -- I'm
10 asking about a member of the public.

11 A. Yeah.

12 348 Q. So maybe the misunderstanding was you
13 thought I might have been including Google in
14 that. But I'm just asking about a member of the
15 public, is the most direct way for a member of
16 the public to have access to a Google account
17 through logging into it?

18 A. Yes, I would say so.

19 349 Q. So you would have understood that
20 would be useful for the receiver.

21 A. I'm sorry?

22 350 Q. You would understand that that would
23 be useful for the receiver to have, the ability
24 to log into the account.

25 A. Yeah. But I don't understand, like,

1 what that has to do with me.

2 351 Q. I'm just asking, but I -- I have your
3 evidence.

4 A. I don't -- I don't -- like, I'm
5 not -- maybe if you can explain in simpler terms.
6 I'm not understanding the relationship between
7 the two things.

8 352 Q. That's okay. I have your evidence.
9 Mr. Cheema, during the March 6th meeting with the
10 receiver, the virtual meeting that your counsel
11 was at, you were asked about getting access to
12 the company's Google account. Do you recall
13 that?

14 A. Yes.

15 353 Q. Do you recall telling the receiver
16 that the services were, quote, discontinued?

17 A. Yes.

18 354 Q. Do you recall the receiver pointing
19 out to you that most of Google is free?

20 A. Yeah. But it didn't necessarily make
21 it true.

22 355 Q. You -- you don't accept that that's
23 true?

24 A. No. You're using Google workspace;
25 you have to pay for it.

1 356 Q. Okay. When did you discontinue the
2 Google services?

3 A. Our -- the company credit card that
4 were on file, they stopped working sometime
5 around November or afterwards. For temporary
6 access and ongoing communication with my counsel
7 and the receiver which was being done on those
8 accounts, I put my own personal credit card on
9 the Google file. But once the receiver was
10 appointed and I met Mr. Goldhar, he indicated
11 that communication would now take place on my
12 personal e-mail. And then, to that effect, I
13 signed out of the company accounts and I removed
14 my credit card from Google.

15 357 Q. Okay. So you signed out after you
16 had got that clarity from Mr. Goldhar.

17 A. Yes.

18 358 Q. Okay. But if you -- but if you were
19 signed in, I mean, that suggests that the access
20 wasn't discontinued.

21 A. Not up until that point. Yeah,
22 you're right.

23 359 Q. Okay. And although you mentioned
24 this concept of access being discontinued in the
25 March 6th meeting, --

1 A. Mm-hmm.

2 360 Q. -- you and your counsel had been
3 trying to get access to the account to log back
4 in since then; right?

5 A. Yes.

6 361 Q. Which suggests that you think you're
7 still able to get into the account.

8 A. No, we got a message that it's
9 discontinued. Like, you need to put -- you know,
10 the one time that I tried logging in I got that
11 message from Google that the services have been
12 discontinued.

13 362 Q. Okay. But --

14 A. And then I tried the forget password
15 method. So it's just what Google showed me is
16 what I communicated.

17 363 Q. Right. But in your counsel's
18 March 12th e-mail and your counsel's May 9th
19 letter and in your sworn affidavit from May 19 --

20 A. Mm-hmm.

21 364 Q. -- you're talking about efforts to
22 recover the password; right?

23 A. Yes.

24 365 Q. The message you got -- there's
25 nowhere in those three later pieces, well,

1 documentation are you claiming that you simply
2 can't get in because the services are
3 discontinued.

4 A. Yeah. But that's part of it, right.
5 I think Karen brought that up in our meeting as
6 well and she said, well, if you get in there, you
7 -- you know, reactivate it. You can reactivate
8 the services. Well, first you have to get in
9 there. That's what she had mentioned. These are
10 -- these are things that I'm like, very,
11 knowledgeable on; they're just the efforts that I
12 tried making to the best of my ability.

13 R. VIG: Counsel, I don't want to
14 interrupt, but will you mind a five-minute bio
15 break? It's almost 90 minutes now.

16 W. MAIN: Yeah. No, sorry, it is
17 90 minutes. Thanks for your patience. Why don't
18 we take ten --

19 R. VIG: Yes, okay.

20 W. MAIN: -- and we can get a coffee if
21 you don't mind. Is that okay for you, madam
22 reporter?

23 COURT REPORTER: Thank you. Off the
24 record.

25 --- OFF THE RECORD (11:28 A.M.)

1 --- UPON RESUMING (11:40 A.M.)

2 BY W. MAIN:

3 366 Q. So before the break, Mr. Cheema, we
4 were talking about the Google account. I'm
5 sharing my screen with you. Can you see the
6 Supplementary Motion Record of receiver?

7 A. Yes.

8 367 Q. I'm going to turn up Appendix "M" to
9 the second report of the receiver; you'll see
10 it's an e-mail from the e-mail address
11 admin@cheemacarriers.com --

12 A. Mm-hmm.

13 368 Q. -- sent February 19, 2026 to Richard
14 Goldhar cc'ing others. You see that?

15 A. Yes.

16 369 Q. And it's an e-mail from you to
17 Mr. Goldhar, right, --

18 A. Yes.

19 370 Q. -- about setting up a time to meet.

20 A. Yes.

21 371 Q. So I think you mentioned it before,
22 but at least as of this e-mail you had access to
23 this Cheema e-mail address.

24 A. Yes.

25 372 Q. So you still had a computer that was

1 signed in.

2 A. No. On the phone.

3 373 Q. It was on your phone. Okay. So you
4 still had the phone that was signed in.

5 A. Yes.

6 374 Q. Okay. So it must have been
7 subsequent to this that you gave that phone back
8 to Telus.

9 A. Yes, like after I think meeting
10 Richard. Sometime after that.

11 375 Q. Now, would this help kind of refresh
12 your memory do you remember any more specifically
13 when you returned that phone to Telus?

14 A. No.

15 376 Q. Okay. But you knew the receivership
16 order was in place by this point in time.

17 A. Yes.

18 377 Q. You knew the receiver needed access
19 to the Google account.

20 A. No.

21 378 Q. You didn't realize the receiver would
22 need access to the Google account.

23 A. No. That request hadn't been made
24 yet.

25 379 Q. Okay. But you understood the

1 receiver was taking possession of the business.

2 A. I -- I haven't been through a
3 receivership before, so I -- I didn't know
4 exactly what it entailed.

5 380 Q. Well, you were provided with a copy
6 of the order.

7 A. Yes.

8 381 Q. The proceed -- the proceeding had
9 been going on since April of the prior year;
10 right?

11 A. Yes.

12 382 Q. You've told me that you had
13 understood the order meant that the receiver was
14 empowered to take possession of the property,
15 assets and business of the debtors; right?

16 A. Yes.

17 383 Q. And you knew that the receiver would
18 need to take possession of the books and records
19 of the business.

20 A. Yes, I -- yes.

21 384 Q. And the books and records of the
22 business were at least in part stored on -- in
23 the Google account; right?

24 A. I understood the book and records to
25 mean the stuff that the accountant had.

1 385 Q. Okay. Why would it not include the
2 books and records that the company has?

3 A. I didn't know Google was a book and
4 record necessarily speaking and -- yeah, I'm not
5 sure what to say to that.

6 386 Q. Well, you told me earlier that there
7 were company documents stored in the Google
8 account.

9 A. Yes, there were company documents on
10 it.

11 387 Q. And you knew the receiver was going
12 to need company documents.

13 A. Yes.

14 388 Q. Right. So you could have -- you
15 could have reasoned that the receiver would need
16 access to that Google account.

17 A. No, I wouldn't -- I didn't know that
18 they wanted me to give them my login ID and my
19 password. Like, the same with that documents and
20 things that had been requested and I'd been
21 cooperating to the best of my ability and
22 providing them as many of the documents
23 requested. That's kind of what I thought was
24 going to happen.

25 389 Q. So, Mr. Cheema, you said you've

1 understood the receiver needed access to the
2 books and records of the company; right?

3 A. Which I understood to be kept with
4 the accountant for the most part. The financial
5 documents, yes.

6 390 Q. Well, you told me earlier that you
7 understood there were books and records in the
8 Google account.

9 A. I'm not going to argue with you.
10 You're a better debater than I am. I can't -- we
11 can't keep going back in circles. I won't argue
12 with you, brother.

13 391 Q. I'm just trying to clarify your
14 evidence, Mr. Cheema.

15 A. Well, I think I've been clear in
16 terms of my response.

17 392 Q. You knew that the receiver was
18 entitled to access to the books and records of
19 the company.

20 A. I'm sorry?

21 393 Q. You knew that by the order, the
22 receiver was entitled to access the books and
23 records of the company.

24 A. Like -- yes, so we've been giving
25 that stuff over to them, whatever we can. Yes.

1 394 Q. And in regards --

2 A. I wasn't specifically trying to
3 withhold any information in my possession, if
4 that's what you're asking.

5 395 Q. That wasn't my question, no.

6 A. Okay.

7 396 Q. And you told me earlier that -- that
8 the phone went back to Telus because you believe
9 it was a company phone.

10 A. I believe the phone belonged to Telus
11 as a service provider. I didn't own the phone.

12 397 Q. Right. You were suggesting it was
13 leased and I asked you was it leased to you
14 personally or to Cheema the company, and you told
15 me Cheema the company.

16 A. I believe so. I used the phone
17 personally, but it was I think leased under the
18 Cheema Telus account.

19 398 Q. Right. And you -- you've told me in
20 the last few minutes that you would have returned
21 that phone after the date of this February 19th
22 e-mail.

23 A. Yes.

24 399 Q. So you've returned company leased
25 property after the receiver was in place; right?

1 A. To the services provider, yes.

2 400 Q. Right. But you would have understood
3 at that point in time it was the receiver that
4 was empowered to deal with the company's
5 property, not you; right?

6 R. VIG: One second. Counsel, could I
7 please ask you to repeat that question?

8 BY W. MAIN:

9 401 Q. Yes. I said but you would have
10 understood by that point in time after
11 February 18th that it was the receiver that was
12 entitled and empowered to deal with the property
13 of the company -- company, not Mr. Cheema.

14 R. VIG: Okay. And just to make sure I
15 understand the question correctly, is it that did
16 you understand that or is it would you understand
17 that? I think just...

18 W. MAIN: I'm not -- I'm not sure it
19 hugely matters. I -- I guess I'll say you would
20 have understood that.

21 R. VIG: Okay. You can answer.

22 THE WITNESS: Okay. I think with respect
23 to the company property kind of going back to the
24 beginning of this call where you heavily
25 emphasized that the most essential part of the

1 company property was the truck and trailers,
2 that's what I was there to meet Richard for on
3 the date of and, you know, start beginning the
4 process of handing over and helping find whatever
5 company equipment and property there is including
6 a personal vehicle that I had driven to there as
7 well and I handed that over as well.

8 So with respect to -- like, if you're
9 talking about my personal phone that I was using
10 day to day on my Instagram and Snapchat and all
11 that type of stuff, no, I didn't understand that
12 that was -- Richard requested that. And at no
13 point did they request any phone from me. If
14 they did, you know, I would have been happy to
15 facilitate that as well.

16 BY W. MAIN:

17 402 Q. You mention the company vehicles.
18 That's a good counterexample. After the
19 receivership order was made on February 18th, if
20 a company that had leased or financed a vehicle
21 to Cheema had come to you and said, Faraz, we
22 want to take back our vehicle, would you have
23 told them, Yes, go ahead you can take it?

24 A. Me personally? If I'm answering
25 truthfully, I would have said yes, because I -- I

1 don't know. Like, I guess the person who owns
2 the lease is the one that owns the vehicle,
3 right. They don't -- I don't own that vehicle.

4 403 Q. Okay. Did -- did that happen?

5 A. I -- I don't know if it's
6 specifically happened. There's been many
7 different repossessions that have taken place
8 throughout a lot of the leasing companies have
9 gone -- have picked up their trucks and trailers
10 as well. I haven't been able to keep track of it
11 all, no.

12 404 Q. Okay. So whether we're talking about
13 the vehicles or the phone, I'm going to put to
14 you, Mr. Cheema, that once the receivership order
15 was made the receiver was exclusively entitled to
16 administer the property of the company. Do you
17 agree with that?

18 A. I understood that to be my personal
19 device that I used personally and that Telus was
20 the leaseholder, so I gave it back to them.
21 That's what I understood.

22 405 Q. But you say you used it personally.
23 And sure, we often use our work devices for
24 personal use as well. But you told the receiver
25 that -- sorry.

1 A. Well, it's the only device that I
2 own.

3 406 Q. Sorry, Mr. Cheema, if you --

4 A. It's the only --

5 407 Q. That's fine. But you told me it was
6 a Cheema device. It was a Cheema-leased device.

7 A. The Telus account was set up through
8 Cheema, yes. But like I said, it's the only
9 phone that I owned so it's not like I had a
10 separate work phone or something like that. It
11 was my only phone and like -- in modern day, our
12 entire lives exist on our phones. You know, my
13 kids' pictures are on there, everything exists on
14 that phone potentially. My entire personal life.

15 408 Q. And I get -- and I get that. But I'm
16 going to --

17 A. I considered it to be my personal
18 device and leased through Telus. So that's who
19 it had to go back to.

20 409 Q. Well, look, I mean, they're two
21 different things.

22 A. I'm not arguing with you on the
23 legality of it. I'm just representing to you
24 what I believed and what I thought.

25 410 Q. I know. And --

1 A. And that's the best that I can answer
2 that question.

3 411 Q. I know. And my goal today,
4 Mr. Cheema, is not to argue with you. Although,
5 you know, it may feel like that at times -- at
6 times and for that, I'm sorry. But I'm just --
7 I'm trying to clarify your evidence on this
8 because I do think it is important.

9 I understand you used your phone for
10 personal uses. There's no problem with that. I
11 do that, too. But you've also told me I think in
12 no uncertain terms that you knew it was a
13 Cheema-leased device that, for example, when
14 Telus would send a bill for the device it says
15 Cheema Carriers on it; right?

16 A. Yes. But it would also say I think
17 my name on my device as well.

18 412 Q. Okay. But it would say Cheema on it
19 as well, right, as in Cheema Carriers?

20 A. Yes, you're right about that.

21 413 Q. Right. So although you used it for
22 collateral personal uses, you understood it was a
23 company-leased phone.

24 A. No, I didn't understand or view it
25 like that. Like, for example, when you're

1 speaking about your work phone, I assume you're
2 speaking about a separate phone that's provided
3 to you by the firm and you have your own personal
4 device as well. For me, that distinction didn't
5 exist. I only had that one phone. It was my
6 personal device; my entire life existed on it.

7 414 Q. Yeah, I understand that. And just
8 with respect, that's not relevant to my line of
9 questioning. I -- it's not about what it was
10 used for, although maybe you're telling me that
11 because that effects how you thought about it.
12 But it's a question of who was the lessee on the
13 phone --

14 A. I --

15 415 Q. -- and it seems you understand
16 clearly it was Cheema.

17 A. The Telus account was under Cheema
18 and I think I've said that already. Yes.

19 416 Q. Okay.

20 A. But I understood that device to be my
21 personal device in the way that I used it, in the
22 way that I administered it and everything. I
23 didn't think of it as the company's phone. I'm
24 -- I'm just saying what I believe and what I
25 thought. You can argue against that. I know

1 you're the lawyer, but -- you know what I mean
2 ultimately, but I'm just helping you explain what
3 I understood and what I believe.

4 417 Q. I'm going -- I'm going suggest to
5 you, Mr. Cheema, because this is an argument I
6 anticipate we'll be making on this motion, that
7 by giving that company-leased phone to a third
8 party that you -- you breached the appointment
9 order.

10 A. I can't comment on that.

11 418 Q. Do you --

12 A. I did not breach the order. But if
13 you're stating that as a fact, I can't comment on
14 it.

15 419 Q. I'm not stating it as a fact. It's
16 something we will argue about. And I'm sure --

17 A. Okay.

18 420 Q. Your counsel will want to ask.

19 A. Yeah, it was -- it was --

20 421 Q. But I'm putting that to you and --

21 A. -- not my intention, nor did I view
22 it in that way, nor did I view myself as
23 breaching the order in any way, shape or form.
24 Like I said, the phone was owned by Telus. Since
25 it was leased by them, I gave it back to the

1 service provider. I viewed it as my personal
2 device on the day to day as I viewed it. It was
3 the only phone that I used and owned.

4 422 Q. You were represented by Mr. Vig
5 throughout the receivership proceeding; correct?

6 A. Yes.

7 423 Q. Don't answer this question right
8 away; your counsel may wish to jump in. But I
9 take it your counsel explained to you the nature
10 number of a receivership order on at least one
11 occasion?

12 R/F R. VIG: Yeah, counsel, we're going to
13 refuse that.

14 W. MAIN: Understandable. But I think
15 your client is somewhat putting it an issue. I
16 heard him at the beginning of our examination to
17 give evidence that he quite clearly understood
18 the receivership order, but I feel that maybe now
19 he's trying to make that a bit muddier. So to
20 the extent that is being put in issue, I'm going
21 to say that it's a proper question but I have
22 your refusal.

23 R. VIG: Yeah. No, I think you asked the
24 question and he answered. I think now we're
25 venturing into the territory of privileged

1 conversation. That's my only difficulty.

2 THE WITNESS: And I disagree that I'm
3 trying to muddy anything. I'm just doing my best
4 trying to answer the question if possible.

5 BY W. MAIN:

6 424 Q. Mr. Cheema, I'll suggest to you that
7 to the extent you permitted any third parties to
8 take possession of or dispose of Cheema vehicles,
9 that would also be a breach of the appointment
10 order. I'm giving you an opportunity to respond
11 if you want to take it.

12 A. I'm sorry, I thought you were just
13 making a statement.

14 425 Q. No, I'm -- it's a statement that I'm
15 giving you an opportunity to comment on if you
16 wish to do so or if you don't.

17 A. I'm not a lawyer; I won't comment on
18 legal matters. I can only provide my opinion on
19 things, like, personal and whatever, you know, my
20 realm of little competency there is that god has
21 given me.

22 426 Q. Fair enough. I'm just going to ask
23 you a few more questions about Xpert Dispatch.
24 So as we talked about before, Xpert was the
25 primary dispatch platform used in your company's

1 operations; correct?

2 A. Yes.

3 427 Q. And I can take you to Mr. Goldhar's
4 e-mail if you'd like to see it, but I'm going to
5 put to you that Dispatch software login
6 credentials were requested in Mr. Goldhar's
7 initial February 23rd list. Would you agree with
8 that?

9 A. I'm sure if he did, that's fine.

10 428 Q. And then in your counsel's March 12th
11 response you provided Xpert login credentials.
12 Do you recall that?

13 A. Yes, I recall providing the Xpert
14 credentials.

15 429 Q. To be fair to you, why don't I -- why
16 don't I pull it up. Can you see my Adobe,
17 Mr. Cheema?

18 A. Yes, I can see your screen.

19 430 Q. So this is your affidavit in your
20 Motion Record. I'm in Exhibit "B" back at the
21 bottom of page 42, your counsel's March 12th
22 e-mail to Ms. Fung. Can you see that?

23 A. Yes.

24 431 Q. So under point 3(a) -- and we've
25 already touched on this, but the Xpert login and

1 the information provided here, "Login admin,
2 password admin." You see that?

3 A. Yes.

4 432 Q. And you're aware that subsequent to
5 this, Ms. Fung advised that she needed an e-mail
6 address for the login and not just the word
7 admin.

8 A. Yeah, I believe she advised that but
9 I wasn't sure as to why. We never really used an
10 e-mail address to log into the platform.

11 433 Q. Okay. So I'm in Appendix "I" to the
12 first report of the receiver; it's Ms. Fung's
13 March 26th e-mail to your counsel copying others.
14 And can you see Ms. Fung says, "Hi Raghav, Xpert
15 log in needs to have an email address. Cannot be
16 log in: Admin." Do you see that?

17 A. Yes.

18 434 Q. And then scrolling up to your
19 counsel's response on March 30th, he says, "Hi
20 Karen, I have been advised that it should be
21 admin@cheemacarriers.com." You see that?

22 A. Yeah. If there was to be an e-mail
23 associated with the account, that would be it to
24 the best of my knowledge.

25 435 Q. Then Ms. Fung responds further on

1 March 31st:

2 "Hi Raghav, it says the password is
3 incorrect. Please have him reset the
4 password to gain access."

5 Do you see that?

6 A. Yes.

7 436 Q. And I take it from the absence of any
8 mention of it in your affidavit that you did not
9 reset the password?

10 A. I didn't have access to the system as
11 of late last year. It was a desktop-based
12 platform.

13 437 Q. Well, how, then, is Ms. Fung getting
14 to the point where she's able to try and log in?

15 A. Well, I don't know. Maybe she's on
16 the wrong platform. I honestly don't know. She
17 -- if she could share some screenshots where
18 she's stuck or something of that nature, we'd be
19 happy to provide. Like, you know, we're happy to
20 have a healthy back and forth which -- you know
21 what I mean -- like, cooperate as much as
22 possible wherever you're getting stuck. We're
23 happy to answer questions and happy to try to
24 help and still continue 'til -- 'til this day.

25 438 Q. I hear that, Mr. Cheema. But we will

1 have our submissions on whether that's actually
2 been reflected on the motion. I'm showing you an
3 e-mail; this is in exhibit -- or Appendix "C" of
4 the second report of the receiver. It's a
5 March 7th [sic] e-mail from
6 support@xpertdispatch.com. Do you see that?

7 A. Yes.

8 439 Q. And this is an e-mail sent to my
9 colleague Natasha Rambaran. You see that?

10 A. Yes.

11 440 Q. And this is in response to what the
12 subject line suggests is a final demand for
13 compliance with receivership order that
14 Ms. Rambaran sent to this Xpert e-mail on May
15 1st. You see that?

16 A. Yes.

17 441 Q. So starting from the second sentence
18 in this e-mail from Xpert, they say:

19 "We are just a service provider of a
20 product called Xpert Dispatch. It is just
21 a business electronic platform to keep and
22 maintain their data and records fully
23 controlled by the user. Cheema Carriers
24 is the main admin user and all users,
25 password, access permissions to their

1 users data, records are all maintained
2 within their office. All records they
3 want to keep, maintain, add, edit is all
4 controlled by Cheema Carriers and their
5 team. Cheema Carriers (now may be their
6 lawyer) might have shared or can share log
7 in credentials, if not done already, to
8 give you full access to their account."
9 Do you see that?

10 A. Yes.

11 442 Q. And that's -- all that is correct;
12 right?

13 A. I don't know. I can't answer for
14 someone else's e-mail.

15 443 Q. Okay.

16 A. Well, it is a desktop application.
17 It existed on our desktop at our office; it's not
18 a web-based application from what I understood
19 through my use of it.

20 444 Q. Okay. But, you know, there's a bit
21 of a theme, I would suggest, in some of your
22 responses in correspondence and in your affidavit
23 that we ought to be seeking information from
24 third parties. And here we have one of the third
25 parties, the Xpert platform, saying this is

1 information that you should be seeking from the
2 Cheema management. Is that -- is that a fair
3 characterization of what they're saying?

4 A. No, I don't think it's a fair -- your
5 characterization is fair. I don't -- with
6 respect to Xpert, you're asking for information
7 that I had and I provided it. I don't think we
8 said that you should go to Xpert to seek
9 information from them in our affidavit --

10 445 Q. Okay.

11 A. -- or elsewhere.

12 446 Q. Okay. But you agree Xpert is saying
13 that access are maintained through Cheema
14 Carriers?

15 A. Yes. And I think we've said that in
16 our affidavit as well, it was a desktop
17 application.

18 447 Q. Regarding Samsara, so you said
19 Samsara was your primary ELD system; right?

20 A. Yes.

21 448 Q. And can you just explain what an ELD
22 system is?

23 A. Electronic login device.

24 449 Q. Okay. What does that -- what does it
25 mean? What does it do?

1 A. It tracks the drivers' logs and their
2 logbooks that they're always -- and that sort of
3 thing.

4 450 Q. So you've been asked for the login
5 information for Samsara; right?

6 A. Yes.

7 451 Q. You've not provided it to date.

8 A. I've provided it to the best of my
9 ability.

10 452 Q. Well, what does that mean? Because
11 as far as we're concerned, you haven't provided
12 it. So what -- what is it you provided?

13 A. I believe we've provided the login ID
14 credential to it. I didn't have the password or
15 I don't have access, I'm sorry, either. I wasn't
16 familiar with how to gain access to it. But,
17 again, I've also said happy to assist in terms of
18 gaining access to it. I don't think we received
19 any requests for attempts at accessing it or
20 where we may be able to help with it but, again,
21 happy to cooperate, happy to help.

22 453 Q. Okay. There's no evidence in your
23 affidavit about you trying to use it or
24 forgot-your-password protocol.

25 A. I wasn't -- I wasn't sure what to do

1 with Samsara.

2 454 Q. Well, you've said that you had a
3 randomly generated password; right?

4 A. Yes.

5 455 Q. And would this be another one of the
6 passwords that's saved in the devices that you
7 had?

8 A. Yes, it would be there.

9 456 Q. Okay. But you're saying, you know,
10 once you lost access to those devices you didn't
11 have the password anymore.

12 A. Yes. And when I lost access to the
13 Google account 'cause Google has the password
14 manager that saves all your passwords.

15 457 Q. Okay. Did you look to see what
16 Samsara's forgot-your-password protocol was?

17 A. No, I'm not familiar with their
18 protocol.

19 458 Q. Right. Did you try and look for it?

20 A. No, I didn't try to go and look for
21 it but I wasn't familiar with how to reset it.

22 459 Q. Fair enough. I believe it's --

23 A. I mean, like, we lost -- I lost
24 access to Samsara again late last year in
25 November. So it's not something that's recent.

1 460 Q. Right. But there's no evidence in
2 your affidavit about any steps you've taken to
3 recover that password; fair?

4 A. In the affidavit, yes. That's fair
5 to say.

6 461 Q. Mr. Cheema, I'm showing you Appendix
7 "F" to the first report of the receiver. Can you
8 see that?

9 A. Yes.

10 462 Q. So this is the initial February 23rd
11 e-mail from Mr. Goldhar to you and Mr. Vig that
12 we looked at previously. You can see that?

13 A. Yes.

14 463 Q. And we previously went through his
15 opening to the e-mail and then we saw that there
16 was a list of requests. I want to take you to
17 one in particular right now that's section F
18 which is at the bottom of page -- PDF page 85 of
19 the record. Can you see that?

20 A. Yes, I can see that.

21 464 Q. It says, "For all accounts including
22 TD Bank and others" and there's a list of seven
23 sub-bullets of information that the receiver is
24 seeking; right?

25 A. Yeah.

1 465 Q. And if we scroll to the end of the
2 e-mail after the list of materials that's being
3 sought, you see there's a heading and it says
4 Deadline and Ongoing Cooperation." Do you see
5 that?

6 A. Yes.

7 466 Q. And Mr. Goldhar says:
8 "The attached possession checklist must be
9 completed in full for each entity and
10 returned together with all requested
11 documentation no later than Wednesday,
12 February 25th, 2026 by end of day."

13 Do you see that?

14 A. Yes.

15 467 Q. And the last sentence of the next
16 paragraph:

17 "We expect your full, transparent, and
18 ongoing cooperation in fulfilling the
19 Receiver's court-ordered mandate."

20 Do you see that?

21 A. Sorry, where? Yes, I see that.

22 468 Q. And then Mr. Goldhar states:
23 "Should you require clarification in
24 completing the materials, please advise
25 immediately."

1 A. Yes.

2 469 Q. So I'm going to suggest to you that
3 you understood that the view of the receiver was
4 that they needed the information that they were
5 seeking in this e-mail.

6 A. I'm sorry, I couldn't hear you.

7 470 Q. You understood the receiver needed
8 the information that they were seeking in this
9 list.

10 A. Sorry, are you asking did I
11 understand the receiver needed? Is that the word
12 you used?

13 471 Q. The receiver's view was that they
14 needed.

15 A. The receiver's view was that they
16 needed it. Okay.

17 472 Q. You understood that.

18 A. Yes.

19 473 Q. You understood the receiver was
20 asking you to provide the information sought here
21 to the best of your ability?

22 A. Yes.

23 474 Q. And you understood you could
24 clarification from the receiver if any of it was
25 unclear; right?

1 A. Yes. And I think that was done via
2 counsel.

3 475 Q. Well, let's look at that. So we're
4 in Appendix "H" of the first report of the
5 receiver. The top e-mail is the February 26th
6 e-mail from Mr. Goldhar to your counsel. Do you
7 see that?

8 A. Yes. But it's very small.

9 476 Q. How about now?

10 A. It's a little bit better.

11 477 Q. How about now?

12 A. Yeah, I can see that better.

13 478 Q. I'm just going to scroll down in this
14 thread.

15 A. So, just apologies, like, I am a bit
16 under the weather, so I have bit of a headache
17 and my eyes are strained. I'm doing my best, but
18 I just wanted to make that clear. I'm not trying
19 to -- I'm just letting you I'm having difficulty
20 but I'm pushing through.

21 479 Q. I do appreciate that. If you need a
22 break at any time, just let me know. So we've
23 looked at this before, but this was your
24 counsel's response on February 25th. You see the
25 e-mail on the screen?

1 A. Yes.

2 480 Q. And in addition to providing some
3 documents, your counsel provided responses to the
4 request in line in Mr. Goldhar's February 23rd
5 e-mail in red font. Do you see that?

6 A. Yes.

7 481 Q. So scrolling back down to that
8 banking and financial information section, the
9 response was -- and this is the red font:

10 "This information is not ready accessible,
11 Mr. Faraz Cheema is working on collating
12 this information."

13 Do you see that?

14 A. Yes.

15 482 Q. So your counsel basically says, you
16 know, you're working on collecting it.

17 A. Yes.

18 483 Q. And he doesn't say it doesn't exist.

19 A. I mean, like --

20 R. VIG: One second. One second.

21 THE WITNESS: Oh.

22 R. VIG: Counsel, I think he can't speak
23 for what I meant when I said it. I think -- I
24 don't know if you want to rephrase that question.

25 W. MAIN: I don't, really. I mean, it's

1 -- it's a response provided yes, by you, Mr. Vig,
2 but on -- but on his behalf. And I'm not really
3 even asking him to interpret it; I'm saying that
4 this response in English does not say this
5 documentation does not exist. It's just kind of
6 a -- either that's true or that's false.

7 R. VIG: I mean, is the question that this
8 sentence does not say that the information is not
9 available?

10 W. MAIN: Correct.

11 R. VIG: You can read the -- and
12 understand.

13 THE WITNESS: Yeah. It says "not readily
14 accessible," right. So the evidence of absence
15 isn't the absence of evidence. We can't confirm
16 something that doesn't exist if we haven't gone
17 and tried to seek it. So at that point in time I
18 think it was the best available response.

19 BY W. MAIN:

20 484 Q. Okay. Yeah, I'm not -- I'm not
21 saying that you're expressly saying it doesn't
22 exist. I'm -- I was -- yeah, I'm asking
23 something I think was quite obvious that at least
24 here you're not saying it doesn't.

25 A. Like, I don't have perfect knowledge

1 of the absence of something. I can't confirm the
2 absence of something without it, you know what I
3 mean? It's -- I don't know.

4 485 Q. That's fine. That's not my question,
5 but --

6 A. Okay.

7 486 Q. -- the documents speaks for itself.
8 And at least at this point in time the reference
9 to "Mr. Cheema is working on collating this
10 information" would suggest that you believe you
11 may have access to it.

12 A. No, not necessarily. Like, we would
13 go and make attempts to have it 'cause the
14 operations had wound down several months prior;
15 things weren't in a neat organized pile for me to
16 just go and grab. So it was we will make
17 attempts to recover and reproduce whatever we
18 can.

19 487 Q. Well, your bank accounts remained
20 open, did they not?

21 A. After the receivership was appointed?

22 488 Q. At the -- well, as of this date,
23 February...

24 A. When?

25 489 Q. I think your counsel's response was

1 February 23rd.

2 A. Yeah. So after February 18th those
3 bank accounts belonged to the receiver, right.

4 490 Q. Okay.

5 A. I don't know whether they were closed
6 or opened or what was happening with them.

7 491 Q. Okay. But -- but as of the day of
8 the receivership order you would expect that you
9 had -- would have access to documentation
10 regarding your company's bank accounts; right?

11 A. Well, what day are we talking about?

12 492 Q. February 18th.

13 A. After February 18th I never accessed
14 any of our bank accounts.

15 493 Q. Well, I'm not saying you did, but
16 they're asking you for information and documents
17 about the business. And I -- I wasn't expecting
18 that this would be particularly controversial
19 that you would expect, Mr. Cheema, as the
20 operating mind of the business, that you would
21 have access to information and documents relating
22 to the company's accounts.

23 A. Well, as of the date of this request?

24 No, I didn't have access to those bank accounts.

25 494 Q. Would you not have had online banking

1 or login information?

2 A. No. I signed out of all the
3 company's accounts. I wasn't personally
4 accessing the company's accounts anymore.

5 495 Q. Would you have had historical
6 documents?

7 A. Not readily available.

8 496 Q. Okay. What about as of the date of
9 the receivership order?

10 A. Yeah. No, not readily available.
11 The company wound down several months prior to
12 that.

13 497 Q. Sorry, so you're saying as of
14 February 17th, the day before the receivership
15 order, you, as the operating mind of the company,
16 would not be able to access information or
17 documents about the bank, the company's accounts?

18 A. If I had to go to the bank and get
19 access, I'm sure the bank would give me access
20 and --

21 498 Q. Right.

22 A. -- after February 18th I think, you
23 know, the receiver would have that access.

24 499 Q. So back to the top of this appendix;
25 this is Mr. Goldhar's response to your counsel on

1 February 26th. And in the fifth paragraph
2 Mr. Goldhar says:

3 "Responses indicating that information is
4 "not readily accessible" or "with the
5 landlord" or "with Mikhaal Motors" are not
6 sufficient."

7 You see that?

8 A. Yes.

9 500 Q. And as we scroll down to section D of
10 his e-mail at the bottom of page 94 of the
11 record, Mr. Goldhar reiterates his request for
12 full banking disclosure. Do you see that?

13 A. How does that previous line relate to
14 this?

15 501 Q. The previous line about readily --
16 not readily accessible is not a sufficient
17 response that's in the introduction to his
18 e-mail. And then just for clarity --

19 A. But that was a response to documents
20 he's asking with respect to a completely
21 different company. That's what that response was
22 for, right.

23 502 Q. I'm not sure I follow you.

24 A. "The responses indicating the
25 information is "not readily accessible" or "with

1 the landlord" or "with Mikhaal Motors" are not
2 sufficient."

3 503 Q. Mm-hmm. Correct. And the "not
4 readily accessible" was the language that your
5 counsel had said --

6 A. Well, you're focussing on him saying
7 "not readily accessible" is not sufficient for
8 him?

9 504 Q. Yes.

10 A. Okay.

11 505 Q. Yes. These are different excerpt and
12 quoted --

13 A. Oh, okay. Sorry.

14 506 Q. -- pieces of difference explanations.

15 A. I'm just trying to follow along.

16 507 Q. Yeah. So back to section D,
17 Mr. Goldhar reiterates his request for full
18 banking disclosure.

19 A. Okay.

20 508 Q. So you understood this material had
21 to be provided to the receiver?

22 A. I can do my best to provide whatever
23 I can.

24 509 Q. Well, I'm asking at the time --

25 A. I'm not --

1 510 Q. -- at the time of this e-mail, you
2 understood this had to be provided to the
3 receiver?

4 A. To be honest, no, I didn't know what
5 did need to be provided and what didn't need to
6 be provided. He asked for it, and whatever we
7 could we did our best to go out and get it.

8 511 Q. But to the --

9 A. So if he was asking for that, I don't
10 think we needed to provide to a receiver under a
11 receivership order. Like him asking for
12 documents, that would be under the control of
13 different companies, right. So it was a little
14 bit convoluted; he was asking a lot of stuff that
15 maybe he shouldn't have or that he should have.
16 So just trying to parse through it was difficult
17 enough.

18 512 Q. Well, we agree that --

19 A. But we did do our best to provide
20 whatever we could, whatever we thought we should
21 and -- yeah, that's about all I can say.

22 513 Q. We agree that you're only being asked
23 to provide what is in your power, possession and
24 control. So you can take that as a qualifier.

25 A. Well, if you agree to that, why are

1 requests being made for something that clearly I
2 wouldn't have in my possession and control.

3 514 Q. Well, let's say focussed on the
4 banking records. That's what I'm asking you
5 about.

6 A. Okay.

7 515 Q. To the extent those were --

8 A. I didn't have them in my possession
9 and control at the time of that request.

10 516 Q. Right. But to the extent these kind
11 of documents were in your power, possession or
12 control, you don't dispute that the receiver was
13 entitled to ask for them?

14 A. I don't know. I can't argue legal
15 what is the receiver entitled to and what is not.
16 But sure, I'm not -- like, I'm not going to
17 argue. I'm not here to argue.

18 517 Q. Do you understand that some banking
19 information was obtained from the company's
20 accountant in May 2026?

21 A. Yes.

22 518 Q. You understand that that is some two
23 and a half months after this request?

24 A. I guess we're -- is it roughly?

25 519 Q. I think it was provided in the first

1 -- like towards the end of the first week of May
2 and this e-mail is from February 26th.

3 A. Roughly about two months.

4 520 Q. You understand that some of the
5 banking information sought here remains
6 outstanding?

7 A. I'm not sure.

8 521 Q. I'm showing you schedule one to the
9 receiver's second report.

10 A. Mm-hmm.

11 522 Q. This is a table of outstanding
12 requests. Have you seen this?

13 A. Yes, I did briefly review it.

14 523 Q. You see item three, TD Bank
15 statements and account particulars?

16 A. Okay.

17 524 Q. Four, TD visa statements; five, BMO
18 bank statements and account particulars; six, BMO
19 credit card statements for January and February
20 2026. Do you see those?

21 A. Yes, I see that.

22 525 Q. So at least the receiver's position
23 is that there is outstanding information in these
24 categories; right?

25 A. Well, if that's the receiver's

1 position, that's the receiver's position. I
2 can't answer for the receiver.

3 526 Q. Item 11, A/R Aging Reports. The A/R
4 Aging Reports that are being requested since
5 Mr. Goldhar's February 2020 -- sorry, February
6 23rd, 2026 e-mail; right?

7 A. Okay.

8 527 Q. And it's been requested multiple
9 times.

10 A. I'm not entirely sure.

11 528 Q. It's not been provided to the
12 receiver?

13 A. Not -- not due to lack of having it
14 ready to go and then not providing it. It's just
15 if it hasn't produced as of yet, then, you know,
16 it might -- I would have to circle back to the
17 accountant.

18 529 Q. Item ten, general ledger and trial
19 balances. Are you aware that these have been
20 requested on multiple occasions?

21 A. I don't even know what that is. It
22 may have been requested; I'm just saying I have
23 no idea what a general ledger or a trial balance
24 is.

25 530 Q. Okay. Did you ask your accountant?

1 A. Yeah, I asked him to provide like
2 whatever the receiver is asking for. I helped
3 try to facilitate that as much as possible and
4 I've been doing that wherever possible.

5 531 Q. Well, one of the items is a general
6 ledger and trial balances. If you didn't know
7 what that meant, did you ask the receiver or ask
8 the accountant what it meant?

9 A. Yeah, I asked the accountant like,
10 hey, look, this is a list of stuff they're
11 providing; let's provide them whatever we have
12 available.

13 532 Q. Okay. You're aware the receiver
14 takes the position that still has not been
15 provided?

16 A. As per this table, I think that's the
17 position taken.

18 533 Q. And we're going back to your
19 counsel's annotations on Mr. Goldhar's
20 February 23rd e-mail. So this is section C of
21 Mr. Goldhar's February 23rd e-mail. It's at page
22 100 of the receiver's Motion Record, at least the
23 annotated version is. Can you see this?

24 A. Yes, I can see that.

25 534 Q. So this is a series of requests for

1 information and documents relating to employees
2 and WEPP requirements. Do you see that?

3 A. Yes.

4 535 Q. And, again, your counsel's given this
5 answer:

6 "This information is not readily
7 accessible. Mr. Faraz Cheema is working
8 on collating this information."

9 Do you see that?

10 A. Yes.

11 536 Q. Now, I'm back in Mr. Goldhar's
12 February 26th response; this is page 94 of the
13 receiver's initial Motion Record. Section C,
14 employees and WEPP. Mr. Goldhar states:

15 "The Receiver has statutory obligations in
16 respect of potential web claims. Full
17 payroll, employment, ROE, and source
18 deduction records must be provided without
19 delay. This information is mandatory and
20 cannot be deferred."

21 You see that?

22 A. Yes.

23 537 Q. Mr. Cheema, you understood that the
24 receiver needed employee and payroll information
25 because of potential needs around records of

1 employment and WEPP and source deductions?

2 A. Yes.

3 538 Q. You understand that the receiver's
4 position is that this material now, more three
5 months later, has not been provided?

6 A. Sorry?

7 539 Q. You understand the receiver's
8 position that -- or understand that it is the
9 receiver's position that this material has not
10 been provided?

11 A. That is the receiver's position?

12 540 Q. Yes.

13 A. Okay.

14 541 Q. Have you provided it?

15 A. I believe so. The accountant
16 provided employee information records.

17 W. MAIN: So I'm going to direct you to
18 item number 13 in the summary table of
19 outstanding information requests at page 47 of
20 our supplementary record. The position of the
21 receiver on what's been provided and not is
22 reflected here, and if there's further
23 information that you say has been provided and is
24 not reflected here I'm going to give you an
25 opportunity by undertaking to provide that.

1 R. VIG: We can --

2 W. MAIN: Sorry, you can point us to where
3 that is.

4 THE WITNESS: Yeah.

5 U/A R. VIG: We can -- we have taken under
6 advisement because we'll have to compare it with
7 what's been provided already.

8 BY W. MAIN:

9 542 Q. Sure. Okay. So I'm back to your
10 counsel's responses on Mr. Goldhar's February
11 23rd list. This is page 102 of the receiver's
12 initial Motion Record and this is under section
13 two relating to the holdco, Part C, Banking and
14 Corporate Records. And, again, your counsel's
15 provided this blurb:

16 "This information is not readily
17 accessible, Mr. Faraz Cheema is working on
18 collating this information."

19 Do you see that?

20 A. Yes.

21 543 Q. This is Mr. Goldhar's February 26th
22 response in part two, section C. He reiterates
23 with specifics his request in respect of banking
24 corporate records for the holdco. Do you see
25 that?

1 A. Yes. Is this from February 26th?

2 544 Q. Yes. Do you appreciate that today
3 the receiver has none of the records they have
4 sought here except for the 2023 financial
5 statements in respect of the holdco?

6 A. I -- I believe there was statements
7 and stuff submitted by the accountant. No?

8 545 Q. The 2023 financial statements.

9 A. Okay. I would have to circle back
10 and look at what actually came through, and then
11 whatever is missing and whatever gaps we can fill
12 we'll do our best to be filling them.

13 546 Q. Sorry, I'm putting to you that all
14 has been provided in respect of these records for
15 the holdco is the 2023 financial statements. If
16 that -- if I'm wrong in that statement and there
17 has been further material provided, then you can
18 advise me by way of undertaking.

19 U/A R. VIG: Yeah, we will take that under
20 advisement.

21 W. MAIN: Sure. Okay. Can we go off the
22 record for a second?

23 COURT REPORTER: Yes, off the record.

24 --- OFF THE RECORD (12:35 P.M.)

25 --- UPON RESUMING (2:30 P.M.)

1 BY W. MAIN:

2 547 Q. Let's talk about vehicles,
3 Mr. Cheema. I think you agreed with me this
4 morning that the vehicles would be the principal
5 assets of the Cheema company.

6 A. Yes.

7 548 Q. They were essential to the Cheema
8 trucking business.

9 A. Yes.

10 549 Q. You knew that the receiver was
11 obligated and empowered by the appointment order
12 to identify and take possession of the company's
13 vehicles.

14 A. Yes.

15 550 Q. You understood the receiver wanted to
16 identify and take possession of all the company's
17 vehicles.

18 A. Yes.

19 551 Q. You understood you were obligated by
20 the order to cooperate with the receiver in their
21 efforts to do that.

22 A. Yes.

23 552 Q. You met with the receiver in person
24 at the Kimbel yard on February 21st. We talked
25 about that earlier.

1 A. Yes.

2 553 Q. And that was a place that Cheema
3 vehicles had been parked.

4 A. Yes.

5 554 Q. You told me it was the main yard that
6 you guys used.

7 A. When we were operational, yes.

8 555 Q. And at that meeting you told
9 Mr. Goldhar that the company had two cabs and one
10 trailer plus one independent contractor cab;
11 right?

12 A. That's incorrect.

13 556 Q. Okay. Why is it incorrect?

14 A. I didn't claim that that was all the
15 equipment that the company had. When we got
16 there, that's the only equipment that we saw at
17 the yard present.

18 557 Q. Okay. You knew --

19 A. And I indicated to Mr. Goldhar that I
20 would look at sourcing and provide a list of
21 equipments and their last-known location
22 thereafter.

23 558 Q. Right. But you understood the
24 receiver took away from that exchange -- well,
25 you understand now that the receiver had

1 understood you to be representing those were all
2 the vehicles of the company?

3 A. If that's what they're claiming.

4 559 Q. Okay. You understood the receiver
5 was attempting to identify all the vehicles of
6 the company, that was their objective overall?

7 A. Overall, yes, throughout their
8 receivership. And that's why I indicated that I
9 would help and assist to the best of my abilities
10 and provide to the best of my knowledge all
11 relevant information to assist in that matter.

12 560 Q. Okay. Did you send Mr. Goldhar a
13 list of the vehicles later that day?

14 A. We began coordinating through counsel
15 and I believe a list was sent over. And then as
16 information became -- more information became
17 available to me, we sent a revised list as well.
18 We became aware of a trailer that we had
19 originally thought was at a certain location but
20 then we saw it appear on a Richie Bros auction.
21 We shared that information with the receiver as
22 well as soon as we received it.

23 So throughout we made best efforts to help
24 cooperate and coordinate in the locating of the
25 equipment. And as well as the receiver being

1 able to gain access to it whether that be me
2 calling whoever I could at the yard as well. I
3 believe one of your letters indicated that there
4 was a yard where there was some trailers and then
5 later, you know, I'm not sure what conversations
6 happened or weren't -- I wasn't there -- but, you
7 know, there was some level of difficulty.

8 But then after I indicated to the person,
9 hey, you know, they're the receiver and give them
10 access and let them take the equipment. Like,
11 there isn't much more to it. Similarly, on the
12 day of, you know, the Kimbel yard as well, he had
13 difficulty getting access. But I was there
14 personally and I did my very best to coordinate
15 access as we could and we were able to get it.

16 561 Q. Okay. Thanks for that answer, but
17 unfortunately it doesn't quite answer the
18 question I was asking. So we were talking about
19 the Kimbel yard encounter on February 21st, and I
20 put to you the receiver's understanding of that
21 exchange that you were representing that the
22 company had two cabs, one trailer and one
23 independent contractor cab. You told me what you
24 understood the information you were providing was
25 what was present at that yard, and that you were

1 going to put together a list and send it to the
2 receiver of what else existed at other locations.

3 So I was asking you whether you sent that
4 list on later that day on February 21st?

5 A. I -- I don't recall exactly when we
6 sent it. But when I was able to compile the
7 information through counsel, we provided that
8 list.

9 562 Q. Okay. Well, I'm going to put it to
10 you that you didn't send it that day and you
11 didn't send it the next day. And if that's
12 wrong, you can tell me.

13 A. I'm not sure exactly the timeline.
14 But if you're saying that, that's fine. It was a
15 Saturday, the next day was Sunday. And then I'm
16 not sure exactly sure when we collaborated with
17 counsel to be able to get that over to you. But
18 you not contending that it was provided, right?

19 563 Q. We're going to walk through the
20 communications, Mr. Cheema. So I'm showing you
21 Appendix "F" to the receiver's first report.
22 This is the February 23rd e-mail from Mr. Goldhar
23 to yourself and your counsel.

24 A. Can you zoom in, Mr. Main?

25 564 Q. Yeah. And within the list of

1 requests underneath Cheema Carriers, in section B
2 we see Fleet and Equipment (12-month look back
3 and wind-down status)." Do you see that?

4 A. Yes, I do.

5 565 Q. And Mr. Goldhar says, "We require a
6 complete reconciliation of fleet and equipment."
7 And then in point number one you see the heading
8 "during the last 12 months of operations" and the
9 following bullets, "Complete fleet list (trucks,
10 trailers, reefers, chassis, yard tractors, etc)."
11 The next bullet, "VINS, plate numbers and
12 ownership status - owned, leased, financed."

13 The next bullet, "Lender or lessor
14 details." Next bullet, "Insurance coverage."
15 Next bullet, "Any assets, repossessed,
16 surrendered, sold or otherwise transferred."
17 Next bullet, "Copies of bills of sale and
18 disposition details."

19 Next bullet, "Did you operate as a broker
20 or did you broker out any work in past 12 months
21 of operations?" Next bullet, "Did you complete
22 or partake in any interstate loads in the past
23 five years?"

24 Do you see all that?

25 A. Yes, I do see all that. Oh, what

1 date was this sent over?

2 566 Q. This is the February 23rd e-mail from
3 Mr. Goldhar.

4 A. So it wasn't on the same day or the
5 day after our meeting?

6 567 Q. Correct.

7 A. Okay.

8 568 Q. He's following up because he hadn't
9 received anything further from you, I suppose.
10 Point number two, the heading "At the Time of
11 Wind-Down." September --

12 A. Following up from which
13 communication?

14 569 Q. I'm sorry?

15 A. Which communication was he following
16 up from?

17 570 Q. From your meeting at Kimbel yard, I
18 suppose.

19 A. Yeah. So I believe at the meeting at
20 Kimbel yard it was discussed that he was going to
21 submit in writing what he needed. And that's the
22 first correspondence that came across.

23 571 Q. Yeah, I don't disagree.

24 A. Okay.

25 572 Q. At point two "At the Time of

1 Wind-Down September 2025," and there are a series
2 of bullet of sub-requests under this point. Do
3 you see that?

4 A. Yes.

5 573 Q. Okay. So turning now to Appendix "H"
6 and back to your counsel's response to that
7 e-mail, on February 25th -- this is at the bottom
8 of page 97 of the receiver's Motion Record --
9 your counsel provides a list of further trucks
10 and a list of further trailers. Do you see that?

11 A. Yes.

12 574 Q. If we go to your counsel's
13 annotations on Mr. Goldhar's February 23rd
14 e-mail, you see some references in the
15 sub-bullets to the list that were enclosed, but
16 in other places like for lender or lessor details
17 and for copies of bills of sale and disposition
18 details we again see this response that "the
19 information is not readily accessible." Do you
20 see that?

21 A. Yes.

22 575 Q. And if we go to Mr. Goldhar's
23 response to your counsel's e-mail from
24 February 26th under section B of the Cheema
25 section Fleet and Equipment, Mr. Goldhar writes:

1 "While attached lists have been
2 referenced, significant gaps remain."

3 You see that?

4 A. I'm sorry, where?

5 576 Q. I've got it highlighted --

6 A. Okay.

7 577 Q. -- on the screen.

8 A. I see that.

9 578 Q. And then there's sub-bullets with
10 further information the receiver is looking for.

11 A. Yes.

12 579 Q. Then you met with the receiver --
13 well, you met with Ms. Fung this time on
14 March 6th; right?

15 A. Yes.

16 580 Q. And at that time provided some
17 additional locations for company vehicles.

18 A. I believe so. There was -- we did
19 provide a follow up as we were able to gather
20 more information. I'm not sure exactly the
21 timeline off the top of my head. But, you know,
22 I'm sure the documents will indicate.

23 581 Q. Okay. Well, let's take a look. I'm
24 at Appendix "I" to the receiver's first report,
25 this is the March 9th e-mail from Ms. Fung. She

1 says first:

2 "We have gone to 18 Spalding Drive and no
3 VINs on site there match the ones
4 provided. Please confirm again the
5 address and location. Please also
6 describe to us the location on which you
7 left it."

8 You see that?

9 A. Yes.

10 582 Q. And then the second paragraph
11 Ms. Fung is saying that the receiver attended at
12 110 Dunlop Drive and they found a transfer
13 station, not the equipment that they expected.
14 You see that?

15 A. Yes.

16 583 Q. Turning up Exhibit "B" to your
17 affidavit, this is an exchange of e-mails in
18 March between your counsel and Ms. Fung. If I
19 scroll down to the bottom of page 44 you can see
20 Ms. Fung's e-mail that we just looked at here.
21 Ms. Fung follows up on her own e-mail with some
22 additional VINs -- we'll come back to this
23 e-mail.

24 And then your counsel responds on
25 March 12th, that's at the bottom of page 42 of

1 your record. Do you see that?

2 A. Yes.

3 584 Q. And your counsel basically says for
4 Spalding Drive and Dunlop Drive that was the
5 last-known location for those units; right?

6 A. Yes.

7 585 Q. And Ms. Fung responds on March 12th,
8 this is page 41 of your record. Do you see this?

9 A. Mm-hmm. Yes.

10 586 Q. And Ms. Fung says:

11 "Thanks for the additional information.
12 With respect to Spalding and Dunlop, can
13 we have the contact information of the
14 persons that your client has spoken to, in
15 order to make the arrangement to store the
16 vehicles? Also, can he let us know what
17 data" -- it's supposed to be date, it says
18 -- "or approximate date he last knew that
19 these units were at these locations?"

20 Do you see that?

21 A. Yes.

22 587 Q. Counsel responds March 12th, "Karen,
23 we will get that information." Do you see that?

24 A. I'm sorry, what does it say?

25 588 Q. "Karen, we will get that

1 information."

2 A. Oh, for the first. Yeah, that
3 sentence. Okay.

4 589 Q. I'm going to suggest to you that
5 information was not provided to the receiver.
6 And I've gone back down to Karen's e-mail so you
7 can see the information that was referred to.
8 Mr. Cheema, if I suggested to you that that
9 information was not provided, do you have any
10 basis to dispute that?

11 A. Not off the top of my head.

12 590 Q. No. Scrolling down in this thread to
13 this follow-up e-mail of Karen's that we kind of
14 skimmed past before, this is from March 9th. And
15 Ms. Fung says to your counsel --

16 A. I'm sorry, I believe in that same
17 e-mail where he said he provided there was one
18 trailer, the one that we ended up finding at
19 Richie Bros. We shared that information, no?

20 591 Q. Yes. Your counsel's e-mail of
21 March 12th.

22 A. Okay.

23 592 Q. So in Ms. Fung's March 9th e-mail to
24 your counsel, she writes:

25 "In addition, can you provide us with the

1 location and/or history of these units?
2 Trailers."

3 And then there is -- let's see, one, two,
4 three -- 14 trailers VINs. You see that?

5 A. Yes.

6 593 Q. Okay. And there are four vehicles,
7 two Teslas and two Hyundais.

8 A. Yes.

9 594 Q. So you understand that these are
10 addition vehicles that the receiver had
11 identified based on their own investigations of
12 RINS -- VINs or licence plates?

13 A. I'm not sure if all of them were.

14 595 Q. Well, but --

15 A. Some are additional.

16 596 Q. Let me put it another way, these
17 aren't -- these are additional vehicles. Karen
18 said in addition, can you provide us with
19 location or history of these. These are not
20 vehicles that you would --

21 A. Some of those --

22 597 Q. Sorry, may I finish? Sorry.

23 A. Some of those we said we -- we
24 already had provided. I think because --

25 598 Q. Mr. Cheema, you have to let me finish

1 my question.

2 A. Oh, I'm sorry.

3 599 Q. Were any of these VINs --

4 A. I thought you were talking --

5 600 Q. -- provided previously by you?

6 A. I'm sorry?

7 601 Q. Were any of these VINs previously
8 provided to the receiver by you?

9 A. I don't recall precisely off the top
10 of my head right now. That I want -- but I
11 believe some of them or we did end up providing
12 the information on, or some of them previous
13 information was provided and we corrected that we
14 provided it.

15 Again, my -- I'm going off of my memory on
16 a lot of documentation here, so please be mindful
17 of that. But I do believe we made attempts to
18 reconcile as much as we could and some of it had
19 already been previously reconciled.

20 602 Q. Yes. Just to be clear and to make
21 sure we're speaking of the same thing, I'm not
22 asking you about whether you answered and
23 provided information about these VINs. I'm going
24 to go there next. What I'm getting at is there
25 had already been some exchange between you and

1 receiver about vehicles and what existed and
2 where they were located.

3 And I'm putting to you that these are VINs
4 the receiver found on their own investigations;
5 they were not VINs that you put the receiver
6 onto.

7 A. Yeah. And I'm saying that if my
8 memory serves me correct, I could be wrong --
9 again, we're going through large lists -- some of
10 these are ones that I already did provide
11 information on.

12 603 Q. Okay. Well, I don't see that in the
13 record and I appreciate that there's a lot of
14 documents.

15 A. I could -- I could be wrong. I could
16 be wrong. I'm just stating what I'm recalling
17 off the top of my mind.

18 W. MAIN: I understand. And it's not
19 supposed to be a memory test. So I'm going to
20 put to you that you had not provided these VINs
21 to the receiver before you were asked about them
22 in this e-mail on March 9th. And to the extent
23 that is incorrect and you can identify instances
24 where those VINs were provided to the receiver
25 before that, please point them to our -- point me

1 to where they are in the record or otherwise
2 advise me of that. Is that okay, Mr. Vig?

3 U/T R. VIG: Yeah, I think we can give that
4 undertaking.

5 BY W. MAIN:

6 604 Q. Thank you. Okay. And on March 12th
7 your counsel responds and point four is
8 "Additional VINS - please see attached." Do you
9 see that?

10 A. Yes.

11 605 Q. This is the document that was
12 attached to your counsel's e-mail. Do you agree
13 with that?

14 A. Yes, I believe so.

15 606 Q. So you -- in the document you deal
16 with the 14 trailers first. And that's rows two
17 to 15; right?

18 A. Okay.

19 607 Q. And then the bottom four, row 16 to
20 19, those are the two Teslas and the two
21 Hyundais; right?

22 A. That's correct. I would also like to
23 correct that the two Hyundais are also trailers.

24 608 Q. Understood. Thank you. How can --
25 how can you tell that?

1 A. I'm sorry?

2 609 Q. How do you know?

3 A. Why don't you ask me that about the
4 other ones on the trailers? Do you know which
5 ones are trailers and which ones aren't?

6 610 Q. Just by memory.

7 A. Yeah, the rent to own agreement. I
8 have memory of that, yes.

9 611 Q. I wasn't suggesting you were wrong; I
10 was just curious whether it's yes, because
11 they're rent to own agreement or because of the
12 VIN or you remembered.

13 Okay. But for the initial 14 trailers
14 there's no information provided about the year of
15 the trailer; right? Right?

16 A. It appears so, yes.

17 612 Q. And there's no information provided
18 about the make of each trailer.

19 A. Correct.

20 613 Q. And then you can review them if you
21 like, but in the last column for each of the
22 vehicles, the trailers and the two Teslas, the
23 last column being location history, there's some
24 explanation and there's various explanations.
25 But the long and the short of it is you're saying

1 Cheema doesn't have any of these vehicles
2 anymore; right?

3 A. You'd have to zoom in. I'd have to
4 look at each one separately.

5 614 Q. Well, rows two to four you say "not
6 owned by Cheema, owner/operator."

7 A. Yeah. So that's why I don't think
8 they would have been present at the first list we
9 provided either.

10 615 Q. Okay. Row six you say, "Written off
11 after an accident."

12 A. Mm-hmm.

13 616 Q. Seven to nine, you say, "Old units.
14 No information available readily. Our client is
15 trying to locate." Right?

16 A. Correct.

17 617 Q. Ten, "Written off after accident in
18 2022."

19 A. Mm-hmm.

20 618 Q. Eleven, "Last known location 110
21 Dunlop Drive." Right?

22 A. Yes.

23 619 Q. Twelve, "Lease was transferred in
24 2023."

25 A. Yes.

1 620 Q. Thirteen, "Financed pickup truck -
2 sold in April 2025."

3 A. Yes.

4 621 Q. So I'd suggest this one's not a
5 trailer; that's a pickup truck.

6 A. That's correct.

7 622 Q. Got it. Fourteen, "Written off after
8 accident in 2021."

9 A. Yes.

10 623 Q. Fifteen, "Repossessed by bailiff.
11 Last known location was 110 Dunlop Drive,
12 Guelph."

13 A. Yes.

14 624 Q. And the Teslas were -- the Teslas
15 were leased?

16 A. Correct.

17 625 Q. And the two Hyundai trailers sold in
18 a rent to own agreement.

19 A. Correct.

20 626 Q. And then in your counsel's response
21 that sent over this document there was no
22 supporting documentation relating to any of these
23 vehicles; right?

24 A. I'm not sure.

25 W. MAIN: Okay. Well, if you -- if you

1 determine that -- I want to say to you that there
2 was, and that you determine that there was, you
3 can let me know by way of undertaking.

4 U/T R. VIG: We can do that.

5 W. MAIN: Can we mark this Exhibit 2, I
6 believe?

7 COURT REPORTER: Yes, Exhibit 2.

8 EXHIBIT NO. 2: March 12, 2026 response
9 from R. Vig, Additional VINS

10 BY W. MAIN:

11 627 Q. So back to Karen's March 12th, 12:16
12 p.m. e-mail. This is responding to the e-mail
13 from your counsel that sent that list. Can you
14 see it on my screen?

15 A. Yes.

16 628 Q. We're at the bottom of page 41 of
17 your record --

18 A. Mm-hmm.

19 629 Q. -- and in the last paragraph Karen's
20 e-mail, she says:

21 "We still would like to have the records
22 of all the sales of all vehicles over the
23 past two years and also would like to know
24 if claims were put in for the damaged
25 units and copies of the claims for all the

1 accidents and damaged items."

2 You see that?

3 A. Yes.

4 630 Q. I'm going to put to you none of that
5 was ever provided to the receiver.

6 A. None of the entire e-mail or just
7 that portion?

8 631 Q. None of the supporting documentation.

9 A. Okay.

10 632 Q. I'm showing you Exhibit "D" to your
11 affidavit. Can you see that?

12 A. Yes.

13 633 Q. And these are the list of trucks and
14 trailers that have been provided by you via your
15 counsel; right?

16 A. Yes.

17 634 Q. Page 67, this is trucks.

18 A. Yes.

19 635 Q. Page 68, this is trailers.

20 A. Yes.

21 636 Q. And for a number of the trucks and
22 the trailers the status you have under Location
23 is either "sold" or "repair" or "repossessed,"
24 right?

25 A. Yes.

1 637 Q. I'm going to suggest to you that
2 you've not provided any supporting documentation
3 to support those statuses for those vehicles; is
4 that fair?

5 A. Well, it's a statement by you. So I
6 received.

7 638 Q. Do you have any basis to dispute it?

8 A. I believe we did provide the
9 documentation for the trailer that was at Richie
10 Bros.

11 639 Q. Okay. I'll ask you -- I'm presuming
12 you can't point me right now to where that is in
13 the record?

14 A. It was in the e-mail exchange by
15 Karen Fung that you were pointing out earlier.

16 640 Q. I saw the e-mail, but I'm asking
17 about supporting documentation. Was there any
18 supporting documentation attached to the e-mail?

19 A. I believe there was a link.

20 641 Q. There was a web link, yeah. Was
21 there anything else?

22 A. I'm not sure.

23 W. MAIN: Okay. Well, if you have
24 provided any supporting documentation for those
25 statuses; sold, repossessed, under repair, please

1 do let me know following the exam. Is that okay,
2 counsel?

3 R. VIG: Yeah. I don't think it's really
4 in dispute; no supporting documents were
5 provided.

6 W. MAIN: I don't think so either. I just
7 wanted to be fair.

8 U/T R. VIG: I think it's fine. And I can
9 answer that because that forms part of the
10 record.

11 BY W. MAIN:

12 642 Q. So no documents for these vehicles,
13 Mr. Cheema, and that means there's no purchase
14 documentation, no sale documentation, no
15 financing documentation, no leasing
16 documentation, no records of possession and no
17 records of repair.

18 I believe -- I believe you've already told
19 me that nobody would be better placed to provide
20 that kind of documentation to the receiver than
21 you; right?

22 A. Correct, given that I have possession
23 of it.

24 643 Q. You've also not provided an asset
25 continuity schedule for the vehicles despite

1 being asked to do so.

2 A. Yeah, I'm not sure if I have the
3 ability or capability to provide that document.
4 I can speak with the accountant and circle back
5 with them now that it's been made apparent and
6 see if we can provide it, if we can make that
7 document. I'm not exactly sure what an asset
8 continuity schedule is.

9 644 Q. Well, the receiver had asked for it
10 previously. Have you gone to the accountant to
11 ask them to --

12 A. Well, I briefly did speak to him
13 about that request following your letter.

14 645 Q. Okay. And what did he say about the
15 continuity schedule?

16 A. He didn't provide such details at the
17 time, so we just spoke about like here are some
18 of the things that are still outstanding and that
19 we need to continue to work on to provide them.

20 646 Q. Are you aware that there are at least
21 three trailers that are still listed as owned and
22 plated by Cheema that the receiver's not been
23 able to locate?

24 A. I'm not sure if the receiver had made
25 me aware of that.

1 647 Q. It's in the receiver's first report.
2 I can take you to it if you like. Can you see
3 paragraph 63 of the receiver's first report,
4 Mr. Cheema?

5 A. Yes.

6 648 Q. The receiver states:
7 "Of the lists of 33 trailers and 20 trucks
8 provided by Mr. Cheema, the Receiver has
9 no information to corroborate the 20 that
10 Mr. Cheema claims were sold or
11 repossessed."

12 Do you see that?

13 A. Yes.

14 649 Q. And that's accurate? You've not
15 provided any information to corroborate that.

16 A. I believe so. But I'm still
17 continuing to work on being able to gather that
18 information to the best of my ability.

19 650 Q. So with respect, Mr. Cheema, it's
20 been three months and 11 days. What -- what's
21 going to change with more time?

22 A. Only the future can tell, right. You
23 can only keep trying and you don't know what
24 fruits your efforts might bear.

25 651 Q. Mr. Cheema, you're familiar with

1 Mikaal Motorfreight.

2 A. Yes.

3 652 Q. You were a director.

4 A. Yes.

5 653 Q. And you're familiar with Haulex.

6 A. Yes.

7 654 Q. You were a director of Haulex.

8 A. Yes.

9 655 Q. Are you aware that when the receiver

10 attended 7 Kimbel Street to meet you on

11 February 21st that he was told by security that

12 the tenant of the yard was Mikaal Corporation?

13 R. VIG: And, counsel, could I just ask
14 you to repeat that question?

15 W. MAIN: Yes. I was asking Mr. Cheema if
16 he was aware that when the receiver attended the
17 7 Kimbel yard on the 21st of February he was told
18 by security that the tenant was Mikaal
19 Corporation.

20 R. VIG: You can answer if you were aware.

21 THE WITNESS: I -- I believe something was
22 said to that effect, but I'm not entirely sure.

23 BY W. MAIN:

24 656 Q. So Mikaal operated out of the Kimbel
25 yard as well.

1 A. I don't know. I wouldn't have
2 knowledge of what Mikhaal's operations looked
3 like.

4 657 Q. But you said that the 7 Kimbel yard
5 was when you were operating the main yard you
6 operated out of; right?

7 A. Correct.

8 658 Q. And Mikhaal is a company that you have
9 at least some history with; right?

10 A. In 2023 I was the director for a
11 short period to help them obtain a CBOR.

12 659 Q. Can you understand why I would expect
13 that you would know if that company was operating
14 out of the same yard as your main yard?

15 A. No, I don't.

16 660 Q. Okay. I'm showing you Appendix "O"
17 to the first report of the receiver. Can you see
18 that?

19 A. Yes, I can.

20 661 Q. So I'm showing you a DOT report for
21 6403361 Canada Inc. with --

22 A. Mm-hmm.

23 662 Q. -- some highlighting that's been
24 placed on it by the receiver.

25 A. Okay.

1 663 Q. Do you know what a DOT report is?

2 A. I'm not familiar with this specific
3 report, no.

4 664 Q. So DOT stands for Department of
5 Transportation; correct?

6 A. Correct.

7 665 Q. And this is a U.S. Department of
8 Transportation Compliance Record; right?

9 A. I believe so.

10 666 Q. And 6403361 Canada Inc., that's that
11 company number for Mikhaal; right?

12 A. I don't remember the exact sequence
13 of numbers, but I believe so, yes.

14 667 Q. Okay. It's in Appendix "R" to our
15 first report. I'm happy to turn it up, but I
16 don't think it's controversial.

17 A. No, I can see it. I'm not -- I'm not
18 disputing it. You just asked me and I'm saying
19 off the top of my head. But, again, I can only
20 answer to the best of my ability. I mean -- and
21 everything I'm saying is not a dispute to what
22 you're trying to say, it's just at the end of the
23 day based, you know, to the best of my knowledge.

24 668 Q. I understand. And I'm sorry if it
25 seems like I'm being pedantic but I just have to

1 pin these down with some proof.

2 A. No, not a problem.

3 669 Q. So you see the second highlight on
4 this page says "dba Cheema Carrier"?

5 A. Yes.

6 670 Q. I'm going to suggest to you that dba
7 is acronym meaning "doing business as."

8 A. Okay.

9 671 Q. So at least as far as the U.S.
10 Department of Transportation is concerned it has
11 some form of registration for the Mikhaal
12 Corporation and it believes Mikhaal is doing
13 business as Cheema Carriers. That's what this
14 record suggests; right?

15 A. What's the date on this record?

16 672 Q. It's undated.

17 A. Sorry, can you scroll down a little
18 bit?

19 673 Q. Certainly.

20 A. Sorry, up, up, up, up, up, up. A
21 little bit up. A little bit more. Right there.
22 Stop. "The data is current as of 2021/08/05."

23 674 Q. Good catch. Okay. So at least as of
24 August 5th, 2021 --

25 A. Yeah. There's many companies have

1 individual database that have similar names to
2 Cheema or Cheema Carriers.

3 675 Q. Okay. And on page two the company's
4 described as "Public name Cheema Carrier, legal
5 name 640331 Canada Inc." Right?

6 A. Yes.

7 676 Q. So I'm showing you Appendix "P," as
8 in Peter, to the first report of the receiver.
9 This is a Mikhaal Inspection Report issued by
10 Quick Transports Solutions Inc. Do you see that?

11 A. Yes.

12 677 Q. And I want to look at the inspection
13 that starts on the second half of page 191. It's
14 inspection ID81527926. You see that?

15 A. It's very small and I can't see the
16 number, but I'll take your word for it.

17 678 Q. I've zoomed in.

18 A. Thank you.

19 679 Q. 81527926; right?

20 A. Yeah.

21 680 Q. And you see above that inspection
22 date 2024, April 30th.

23 A. Yeah.

24 681 Q. And as you scroll down we see a
25 semitrailer is the first item and it bears VIN

1 number 1UYVS2538P -- like Peter -- 6833830. Do
2 you see that?

3 A. Yes.

4 682 Q. I'm taking you to Appendix "T" to the
5 receiver's first report; this is a Personal
6 Property Security Registration System Search for
7 Cheema Carriers. Do you see that?

8 A. Yes. But, again, the text is small.

9 683 Q. I've zoomed in a little bit. I don't
10 think it's controversial. The run date on the
11 report is March 5th, 2026. Can you see that
12 here?

13 A. Yes.

14 684 Q. And there's a file currency date on
15 the first page of the report of March 4th, 2026.

16 A. Okay.

17 685 Q. So we're looking at page 264 of the
18 receiver's record and there's a financing
19 statement, claim for lien entry on this page.
20 And if you scroll down to rows 13 to 15 you see
21 General Collateral Description. Can you see
22 that?

23 A. Yes.

24 686 Q. And one of the vehicles listed here
25 bears the same VIN as was on that Mikhaal

1 Inspection Report; is that right?

2 A. Yes, that's correct. It appears so.

3 687 Q. Who is Fazal Mansoor?

4 A. Fazal Mansoor would be my father.

5 688 Q. I'm showing you Appendix "R" to the
6 receiver's first report and this is the Corporate
7 Profile Report for Mikhaal Motorfreight. Can you
8 see that?

9 A. Yes.

10 689 Q. As of February 23rd, 2026, do you see
11 that?

12 A. Yes.

13 690 Q. And on the third page of the record
14 you see "Person authorizing registration: Fazal
15 Mansoor." So that's your father?

16 A. Yes.

17 691 Q. And then the document list we see
18 your father has authorized business name
19 registration for the company in February 2023.
20 Do you see that?

21 A. Yes.

22 692 Q. And I'm going to take you to Appendix
23 "D" to the receiver's first report; this is the
24 Corporate Profile Report for Cheema Carriers as
25 of February 19, 2026. Do you see that?

1 A. Yes.

2 693 Q. And I'm scrolling to page 72 of our
3 record and you'll see under the document list
4 your father filed a Notice of Change on October
5 25th, 2024. Do you see that?

6 A. Yes, I see that, but I don't believe
7 he filed it. It was I think done by the
8 accountant as a clerical error since he manages
9 the accounts of our family as well as their
10 companies.

11 694 Q. Okay. So even though his name
12 appears here as an authorizing party, you think
13 he was not actually authorizing that?

14 A. No, he wasn't. I believe that was a
15 clerical error.

16 695 Q. Okay. Who is Baseerat Mansoor?

17 A. That's my mother.

18 696 Q. Okay. I'm showing you Appendix "S"
19 -- S -- to the first report of the receiver; it's
20 an Ontario Vehicle History Search performed by
21 UCDA. You see this?

22 A. Yes.

23 697 Q. And this is in respect of a 2016
24 Mercedes; fair?

25 A. Yes.

1 698 Q. And it appears that it was registered
2 to Cheema in 2016.

3 A. Okay.

4 699 Q. Do you disagree?

5 A. I can't disagree with the document,
6 Mr. Main. That is what it says.

7 700 Q. And then it seems to have become
8 registered to Mikhaal I think in twenty -- well,
9 the registration date says January 2025 but the
10 attachment date says May 2016. You see both of
11 those?

12 A. So what does the attachment date
13 mean?

14 701 Q. I don't know. Can you tell me when
15 this vehicle was transferred to Mikhaal?

16 A. You're asking for something that
17 happened in 2016, my friend. It would be very
18 difficult.

19 702 Q. Well, I don't know. Maybe it's 2016,
20 maybe it's 2020.

21 A. Well, what does the -- what does the
22 document say? It probably would be a better
23 representation of it, right.

24 703 Q. Okay.

25 A. It says "date attached 2016." I'm

1 assuming that's what it means. I don't know why
2 they've attached me on this report; I'm not
3 familiar with it.

4 704 Q. Fair. Fair.

5 A. But, like, if you follow the report
6 it says "date attached" and then "date removed."
7 And then that "date removed" is the same date as
8 "date attached" there and then it says "date
9 removed" again 2025/02/07.

10 705 Q. Agreed. Mr. Cheema, are you aware
11 that the receiver observed trucks bearing the
12 Haulex decal at 6789 Millcreek Drive and was told
13 -- and this is in February of this year -- that
14 they had previously belonged to Cheema?

15 A. I'm sorry, what?

16 706 Q. Are you aware that the receiver
17 attended at 6789 Millcreek Drive and was told
18 that trucks bearing a Haulex the decal had
19 previously belonged to Cheema but had recently
20 been re-decalled into Haulex trucks?

21 A. Recently decal -- re-decalled?

22 707 Q. Yes.

23 A. No, not -- I'm not aware of that.

24 708 Q. Okay. It's stated in the receiver's
25 first report.

1 A. I -- no. Did we see that in the
2 first report? I don't recall that.

3 R. VIG: I mean, you can point us to the
4 thing that may help.

5 THE WITNESS: Yeah. Do they have the VIN
6 numbers of those trucks in the picture? I
7 wouldn't -- I honestly don't have any knowledge
8 of that.

9 BY W. MAIN:

10 709 Q. Okay. Well, that was going to be my
11 question was whether you had any basis to dispute
12 the accuracy of this, but it sounds like you
13 don't. So I've brought up paragraph 51 -- sorry,
14 when I highlight it the pop-up box is covering
15 the text, but it's the second half of paragraph
16 51 of the first report.

17 A. Yeah. Like, I see the statements,
18 but I don't see any supporting evidence for these
19 statements. I haven't seen anything yet.

20 710 Q. Okay. I -- that wasn't my question.
21 My question was whether you had any knowledge of
22 this re-decalling.

23 A. No, I have no knowledge -- I have no
24 knowledge or information about this.

25 711 Q. Is there any reason that you could

1 think of that Cheema trucks would be being
2 re-decalled into Haulex trucks in February 2026?

3 A. Well, I deny that any Cheema trucks
4 were re-decalled. Any trucks. Not to my
5 knowledge. And what does the term "re-decalled"
6 mean? I don't really understand it. Like, did
7 Haulex -- the people at Haulex own those trucks
8 or were those trucks still owned by Cheema?

9 712 Q. Well --

10 A. I don't understand what the assertion
11 here is.

12 713 Q. Well, yeah, that's -- that's part of
13 what we're trying to get to the bottom of, the
14 re-decalling. Do you have any --

15 (Simultaneous crosstalk - indiscernible)

16 A. I've heard of re-VINing as a legal
17 term. I haven't heard of re-decalling before.

18 714 Q. I had thought its meaning was pretty
19 clear was to mean you're -- you're re-branding a
20 truck from one logo design to another. But if
21 that's not clear, I'm telling you now that's what
22 that means.

23 A. Okay. But it doesn't necessarily
24 mean that that -- like re-VINing is, you know,
25 like you're literally re-VINing a -- what do you

1 call -- like, if the owner of a vehicle is
2 decalling it, right, under their own ownership, I
3 don't think there's anything inherently wrong
4 with that. This is besides this. Like I said, I
5 have no knowledge of that specific; I'm just
6 trying to understand this term because I saw it
7 come up a few times and I was trying to
8 understand the assertion from that term. So it
9 just means that another decal was put on it.

10 715 Q. Correct, yeah.

11 A. Okay.

12 716 Q. You told the receiver that Cheema had
13 used 9233 McGillivray Road, Kleinburg for parking
14 vehicles.

15 A. No. Kleinburg?

16 717 Q. Yeah. I've got 9233 McGillivray
17 Road, Kleinburg.

18 A. No, I never said anything to that
19 effect.

20 718 Q. Can you see my Adobe, my PDF?

21 A. Yes. But it's very small.

22 719 Q. Is that a little better?

23 A. Yes.

24 R. VIG: Yeah. But, counsel, what
25 document are we seeing? I don't think we've seen

1 this before.

2 W. MAIN: No. These are security logs for
3 7 Kimbel and for 7450 Bren Road from between
4 February 18 and February 23, 2026. I didn't have
5 them available to me before so they're not in the
6 record. But if there's any dispute as to their
7 authenticity I'm happy to put them in a
8 supplementary report following this examination.

9 R. VIG: I think that will be a fair
10 question and then we can see.

11 W. MAIN: Sure. Well, look, I mean, if
12 there's a dispute as to document authenticity, I
13 can deal with that and put them in. I'm going to
14 put these before in court. But I -- in fairness
15 to Mr. Cheema, I'd like to give him an
16 opportunity to explain what these records
17 indicate. So, as I said, this is -- and I'm
18 putting this to you, but this is going to be put
19 into a receiver's report following this
20 examination.

21 720 Q. But I'm putting it to you that this
22 is a security log for 7 Kimbel Street for between
23 February 19th and February 21st, 2026, and I'm
24 going put to you that it shows a number of trucks
25 tagged as Cheema Carriers' trucks in this log

1 system continuing to move in and out of the
2 Kimbel yard. Mr. Cheema?

3 A. I'm sorry, what was the question?

4 721 Q. Do you have any basis to dispute the
5 accuracy of this log?

6 A. Well, I don't even know what this
7 document is, so I don't know on what basis I can
8 dispute the accuracy of it.

9 722 Q. Well, I'm putting to you that we're
10 going submit to the court this is a security log
11 from 7 Kimbel that's showing Cheema trucks
12 continuing to move in and out of the 7 Kimbel
13 yard on these dates.

14 R. VIG: Yeah. But, counsel, with -- with
15 all due respect, like he didn't author this
16 document, so how can --

17 W. MAIN: Fair enough. But I'm going to
18 tender this document and say that factually
19 that's what it -- that's what it means and I'm
20 trying to give Mr. Cheema an opportunity to
21 provide any evidence, information or explanations
22 he has as to why that might have been happening.

23 723 Q. Is there any reason, to your
24 knowledge, Cheema trucks would be continuing to
25 move in and out of the Kimbel yard on

1 February 19th and 20th?

2 A. No, not to my knowledge. No, not --
3 not to my knowledge.

4 724 Q. Do you dispute that they were?

5 A. I don't have knowledge. I can't
6 dispute what did or didn't happen. But out of
7 curiosity, do you have further information on
8 those trucks like plates or VIN numbers?

9 725 Q. Well, we wouldn't have VIN numbers
10 because we wouldn't have access to the trucks;
11 I'm not sure about plate numbers sitting here.

12 R. VIG: I feel like -- yeah, I feel like
13 if the receiver received the redacted version or
14 was these redactions done by the receiver?

15 W. MAIN: I don't know the answer to that.

16 R. VIG: So then it appears that -- they
17 appear to be similar to the VIN numbers. I don't
18 know.

19 W. MAIN: On this page there is, you're
20 right. On both pages, yeah, possibly. And, I
21 mean, I'm not sure it's here or there, but we can
22 make inquiries.

23 726 Q. This page is from the 7450 Bren Road
24 location and the first eight or so rows indicate
25 the movement in and out of Cheema-tagged vehicles

1 on February 23rd. Do you have any basis to
2 dispute whether Cheema-tagged vehicles were
3 moving in and out of the Bren Road yard on the
4 23rd of February?

5 A. Again, I would have to no knowledge
6 of that.

7 727 Q. Okay. And then the last --

8 A. But also out of curiosity, are we --
9 are we stating that these were Cheema equipment
10 just based off of the log writing Cheema Carrier,
11 or is there more basis for whether these plate
12 numbers or VIN numbers? Because I'm not even
13 sure, like, you know --

14 728 Q. At a minimum --

15 A. -- or were -- were they not even our
16 trucks.

17 729 Q. Yeah.

18 A. And just from the look of this list,
19 it's not detailed enough to make that
20 determination just from, you know, my first
21 glance over it. But, like I said, I have no
22 knowledge of this --

23 730 Q. Right.

24 A. -- even if it did occur.

25 731 Q. Right. At a minimum, it will be that

1 and there may be other evidence as well, but
2 that's -- that's for the receiver. So at the
3 bottom ten to 12 rows are a number of logins and
4 log-outs for trucks identified by the security
5 company as being Mikhaal, and then in parentheses,
6 Cheema Carriers.

7 Do you know why the security system or
8 security company would have these vehicles
9 registered in their system as both Mikhaal and
10 Cheema Carriers vehicles?

11 A. No, I can't answer for the security
12 company.

13 732 Q. Okay. I'm going to mark -- I'll mark
14 this --

15 A. Perhaps after the earlier assertion
16 where you showed the dba as previously Mikhaal was
17 dba Cheema Carriers, there may be some confusion
18 between the two companies.

19 733 Q. I'm going suggest to you it would be
20 because the companies were, in some sense,
21 coordinating their operations.

22 A. Well, I would reject that assertion.

23 W. MAIN: Okay. I'm going to mark this as
24 a lettered exhibit.

25 COURT REPORTER: Exhibit "A."

1 EXHIBIT A FOR IDENTIFICATION: Security
2 log for 7 Kimbel Street, February 19 - 21,
3 2026

4 W. MAIN: Could we go off the record for
5 one moment?

6 COURT REPORTER: Off the record.

7 (DISCUSSION HELD OFF THE RECORD)

8 BY W. MAIN:

9 734 Q. I'm going to show you a short video
10 clip, Mr. Cheema. Can you see the paused video
11 on my screen?

12 A. Yes, I can.

13 735 Q. Okay. So I'm going -- first of all,
14 do you recognize the setting of this clip?

15 A. What's the date of this video?

16 736 Q. February 24, 2026.

17 A. February 24 of 2026?

18 737 Q. Yeah.

19 A. Okay.

20 738 Q. Do you recognize where it's taken?

21 A. No, I don't.

22 739 Q. So, again, we -- this is something
23 that's just become available to me and we may
24 need to authenticate it in a supplementary report
25 from the receiver. But I'm going to put to you

1 that this was a video that was taken on
2 February 24, 2026 at the 7 Kimbel Road yard.

3 A. Mm-hmm.

4 740 Q. Can you recognize this as the 7
5 Kimbel Road yard?

6 A. Not from this limited frame, no.

7 741 Q. Okay. I'm going to suggest to you
8 that this video shows the back of what are or
9 were two Cheema trailers and a man standing on a
10 ladder behind the trailer on the right removing
11 the Cheema decal from the trailer. Is that a
12 fair description of what's shown in the video?

13 A. Can you show the video again?

14 742 Q. Certainly.

15 A. From that short video I can't tell if
16 that is what's taking place.

17 743 Q. So I'm -- I'm going to show this
18 video to the judge so she's going to see it for
19 herself. I'm going to ask you again --

20 A. Can you --

21 744 Q. -- in this video we see a man --

22 A. But I'm not -- I can't say with
23 certainty --

24 745 Q. Sorry, Mr. Cheema, you have to let me
25 ask my question.

1 A. Sorry.

2 746 Q. Does this video show a man on a
3 ladder removing the Cheema decal from the trailer
4 on the right?

5 A. It shows the man or a ladder. From
6 what it appears to be, he could be cleaning or
7 removing. But, again, I don't know, I wasn't
8 there. Furthermore, do we know what trailer that
9 is exactly?

10 747 Q. Mr. Cheema, I'm asking the questions
11 today. Okay.

12 A. I'm just asking if the video can be
13 -- I'm not able to determine if we're making
14 determinations on the video. I'm just asking can
15 we tell?

16 748 Q. So this video was taken on
17 February 24th and that's six days after the
18 making of the appointment order; right?

19 A. I don't know if it was. But if
20 that's the date, that's correct.

21 749 Q. And if there was taken on
22 February 24th, this is in the period after the
23 making of the order where, as you're aware, the
24 receiver was trying to identify, locate and take
25 possession of Cheema vehicles; right?

1 A. At that point they would have been,
2 yes.

3 750 Q. Were you aware that this was
4 happening?

5 A. No.

6 751 Q. Can you think of any reason why this
7 would be happening at this time?

8 A. If those trailers are ones that were
9 already previously purchased, then like I would
10 imagine the person who owns the trailers might
11 want to remove the decals.

12 752 Q. Okay.

13 A. I don't know what trailer that is
14 exactly.

15 753 Q. Well, how long before February 24th,
16 2026 had you sold Cheema trailers?

17 A. Well, I would have to know which
18 trailer is in question to be able to answer that
19 question effectively.

20 754 Q. Well, what was the most recent one
21 you sold before that date?

22 A. I don't recall off the top of my
23 head.

24 755 Q. Was it within two months?

25 A. I don't recall off the top of my

1 head.

2 756 Q. You don't recall when you sold a
3 Cheema trailer in 2026?

4 A. I don't believe I did. But, again,
5 like I said, I don't recall off the top of my
6 head. That's something we could confirm later in
7 writing.

8 757 Q. Mr. Cheema, are you aware that based
9 off of the receiver's review of Cheema's balance
10 sheet and a cash -- and their cash-flow analysis
11 that they believe Cheema acquired \$1.3 million in
12 equipment in 2024?

13 A. Yes, I've seen that assertion.

14 758 Q. And you'd agree with me that based on
15 the position you've taken with the receiver to
16 this point in time the receiver has been unable
17 to locate any Cheema-owned vehicles that weren't
18 leased or financed or other encumbered by some
19 third party?

20 A. I'm not sure of that.

21 759 Q. I'm trying to understand how you can
22 acquire \$1.3 million of equipment in 2024 and
23 then when a receivership starts at the start of
24 2026 the receiver's not able to recover any
25 unencumbered equipment.

1 A. Well, I think the premise of that
2 assertion needs be proven first. I don't know if
3 we acquired \$1.3 million of equipment in 2024.

4 760 Q. Okay.

5 A. We would have to check with the
6 accountant in terms of how he represented that.
7 But to the best of my knowledge, we didn't.
8 Like, I'm not sure if you're implying that it was
9 equipment purchased cash unencumbered or it was
10 leased equipment that was purchased. I'm not
11 entirely sure.

12 761 Q. Well, I'm trying to understand.
13 Unfortunately, we lack the documentary detail to
14 do that.

15 A. Yeah, I would have to look at the
16 document to be able to comment on it. But even
17 then, it's probably a question better for the
18 accountant.

19 W. MAIN: Okay. Can we go off the record?

20 COURT REPORTER: Yes, off the record.

21 --- OFF THE RECORD (3:38 P.M.)

22 --- UPON RESUMING (4:13 P.M.)

23 BY W. MAIN:

24 762 Q. Okay. Mr. Cheema, I'm showing you an
25 e-mail or an e-mail thread where the top e-mail

1 is a March 21st, 2026 e-mail from me to your
2 counsel. Can you see that?

3 A. Yes. But it's very small.

4 763 Q. Is that better?

5 A. Yes.

6 764 Q. Okay. So if we scroll down to the
7 bottom of this thread, on March 19, 2026 a Levi
8 Rivers from our office sent a piece of
9 correspondence to your counsel. You see that
10 e-mail?

11 A. Yes.

12 765 Q. And we don't need to pull it up, but
13 the correspondence is making inquiries in
14 relation to deposits that had been paid in
15 respect of the aborted sale of the 860 Progress
16 Court property in 2025. And then scrolling up on
17 March 20th we have Mr. Vig's response. He says:

18 "Good afternoon, I acknowledge receipt of
19 your correspondence, and we will conduct a
20 review of our accounts. However, please
21 note that as per the APS, the following
22 deposits were required and paid."

23 And then he sets out three amounts;
24 200,000, 100,000 and 300,000, totalling 600,000
25 that Mr. Vig states was paid to BMO. "I have

1 attached the confirmation," as he says. Do you
2 see that?

3 A. Yes.

4 766 Q. Scrolling to the top of the thread
5 you have my response from March 21st to your
6 counsel that says the mutual release between the
7 parties indicates that there was \$1.3 million in
8 deposits paid. I say:

9 "As your firm had been holding the
10 deposits for the transaction, we presumed
11 these amounts have been in your firm's
12 trust account. Please advise forthwith
13 and no later than 5 p.m. on Monday, March
14 23rd if your firm is holding or was at any
15 time holding any further deposit monies in
16 respect of the Transaction in addition to
17 the ones you have already been able to
18 identify (i.e., in your email below)."

19 I go on to say the extent:

20 "To the extent your firm does not hold the
21 remaining \$700,000 in deposit money we
22 will need an accounting from your client
23 by 5 p.m. on Tuesday, March 24, as to
24 where any funds from this amount not being
25 held by your firm are located and all

1 transfers of such funds since the initial
2 APS was signed on May 12, 2025."

3 Do you see that?

4 A. Yes.

5 767 Q. I'm opening the attachment to that
6 e-mail; it says OREA, Ontario Real Estate
7 Association Mutual Release Agreement of Purchase
8 and Sale. You see that?

9 R. VIG: No, we can't see the attachment.

10 BY W. MAIN:

11 768 Q. Ah, sorry. How about now?

12 A. Yes, I can see it.

13 769 Q. And we see buyer, a numbered company,
14 O/S CQR Logistics. Do you see that?

15 A. Yes.

16 770 Q. And the seller, that's the holdco;
17 right?

18 A. Yes.

19 771 Q. And it says:

20 "This relates to an Agreement of Purchase
21 and Sale between the Seller and the Buyer
22 dated the 12th of May, 2025 concerning the
23 property known as 860 Progress Court,
24 Oakville."

25 You see that?

1 A. Yes.

2 772 Q. And that was an APS that the holdco
3 had entered into with CQR Logistics to
4 potentially sell the 860 Progress Court property
5 to CQR; right?

6 A. Correct.

7 773 Q. And then looking sort of a third of
8 the way down the page, there's a paragraph that
9 starts "We, the Buyer and the Seller in the above
10 noted transaction." And there's some release
11 language that ends with "and we direct the
12 deposit holder to disburse the deposit of," and
13 then there's a blank line that's been populated
14 with \$1,300,000. Do you see that?

15 A. Yes.

16 774 Q. And then the next line "payable to
17 CQR Logistics." Do you see that?

18 A. Yes.

19 775 Q. So this is a direction -- a joint
20 direction, at least this specific piece of it,
21 for the deposit holder to distribute the
22 \$1.3 million deposit to CQR; right?

23 A. Yes.

24 776 Q. And it's signed on behalf of the
25 holdco by Naila Ejaz.

1 A. Correct.

2 777 Q. And that's your wife.

3 A. Yes.

4 778 Q. And she's signing on behalf of the
5 holdco.

6 A. Yes.

7 779 Q. Right. So this document quite
8 clearly acknowledges that the deposits paid in
9 respect of that aborted transaction were
10 \$1.3 million; right?

11 A. Yes. But the deposits in relation to
12 the transaction specifically from what I reviewed
13 were present in the APS of 600,000. Here, from
14 what we understood, CQR was in relation in talks
15 with RSG, I believe, and they had given them an
16 additional 700 to negotiate with the bank or
17 something to that degree. It wasn't part of the
18 APS specifically, so we didn't mind too much to
19 the exact 1.3 million number when signing off on
20 this. But more accurately if it's pertaining to
21 just the deposits related to the actual APS
22 transaction, that's just 600,000.

23 780 Q. Why would the holdco have to give
24 some direction to RSG about releasing money that,
25 if I'm understanding you correctly, was paid to

1 RSG pursuant to some sort of arrangement that was
2 just between RSG and CQR?

3 A. Yeah, like, we made this agreement
4 among ourselves. I think it would have been
5 better to actually seek legal guidance to
6 completely understand the nature of what the
7 deposits were assigned for, so it was an
8 oversight in that respect. Like, CQR -- what
9 they told me. I didn't administer the trust
10 accounts, so I don't know. I'm just going based
11 of off what was generally told to me or at least
12 that they had deposited 1.3 million to RSG.

13 So maybe they put something in advance to
14 help negotiate to make the deal happen in good
15 faith or something. I'm not sure.

16 781 Q. The holdco has signed off on this
17 release and is authorizing 1.3 million to flow
18 back to CQR. That's a big difference between
19 1.3 million and the 600,000 you're telling me
20 that you think CQR was entitled to.

21 A. I'm not sure what they were entitled
22 to, like I said.

23 782 Q. But isn't that kind of the point?
24 Like, wouldn't you want to understand that better
25 before the company signs a release authorizing

1 that amount to be paid over to CQR?

2 A. I think you're right, we should have
3 understood it better.

4 783 Q. You're aware that we've asked for
5 documentation related to these payments to try
6 and understand them; right?

7 A. I believe you guys have. But, again,
8 I was not the -- I'm not the administrator of the
9 trust account.

10 784 Q. And while we've received documents
11 back relating to the \$600,000, we've seen no
12 documents related to the transfer of the 700,000
13 except for this release. Are you aware of that?

14 A. I'm not entirely sure. But if that's
15 what you're stating, sure.

16 785 Q. So what I'm stating is we understand
17 where this 600,000 of this 1.3 million went, but
18 there's \$700,000 that seems to have been directed
19 by the holdco to be released back to CQR. But
20 the receiver has seen no documentation to explain
21 what that amount pertains to, why it was part of
22 the deposits, under what conditions it's to be
23 paid over or why CQR will be entitled to that
24 amount.

25 You understand the receiver's possession

1 is they don't have any of -- any documentation
2 that would explain any of those things?

3 A. Well, if that's the receiver's
4 position, sure.

5 W. MAIN: So this e-mail -- sorry, this
6 release is already in the record but the e-mail
7 that attached it wasn't, so I'd like to mark that
8 as a numbered exhibit.

9 COURT REPORTER: Yes, that's Exhibit 3.

10 EXHIBIT NO. 3: March 21, 2026 e-mail from
11 W. Main.

12 BY W. MAIN:

13 786 Q. Mr. Cheema, I'm showing you schedule
14 two to the second report of the receiver --

15 A. Okay.

16 787 Q. -- and this is a table of
17 discrepancies and information that the receiver
18 has identified based on what it has been able to
19 review to date. And in this first row the
20 receiver identifies a discrepancy they haven't
21 been able to explain between cash flow as
22 reflected on HST summaries and cash flow as
23 reflected in the bank accounts. And I'll direct
24 you to the second paragraph in this right column.
25 It says:

1 "The HST summaries provided reflect
2 substantial monthly cash flow for all of
3 2025 (with the exemption of April), in the
4 approximate amount of 5.1 million for
5 2025. However, the bank statements for
6 2025 indicate a cash outflow of
7 approximately \$53,000."

8 Do you see that?

9 A. Yes.

10 788 Q. Do you have any explanation why there
11 would be such a large discrepancy between cash
12 flows as visible on the HST summaries and cash
13 flows as visible in bank statements?

14 A. I'm not sure exactly what numbers
15 they're referring to. I would have to see the
16 exact documentation and then review the account
17 to reconcile it. But in this first column it's
18 also stating financial statements for 2025. As
19 far as I'm aware, there are no financial
20 statements for 2025 that were provided.

21 789 Q. I'm --

22 A. So these discrepancies seem to -- at
23 least on first review to me, it seems to arise
24 from some sort of confusion on the receiver's
25 part. But like I said, if we get more direct

1 pointed documentation as to where these numbers
2 are being derived from and how these
3 discrepancies are being aligned, I'm happy to
4 review it with the accountant and report back.

5 790 Q. So what I just asked you about,
6 Mr. Cheema, doesn't have anything to do with
7 financial statements. It's a discrepancy between
8 cash flow and --

9 (Simultaneous crosstalk - indiscernible)

10 A. It was, though. The first paragraph
11 says financial statement 2025, Mr. Main.

12 791 Q. I can see that. I -- I was asking
13 about the second paragraph.

14 A. It's the same answer. I think
15 there's some sort of confusion on the receiver's
16 part. I'm happy to look at the exact
17 documentation they're referring to to make these
18 assertions and then collaborate with the
19 accountant to report back.

20 792 Q. Mr. Cheema, fair to say that the work
21 done by the accountant was based on information
22 supplied from the business?

23 A. The accountant would be the best
24 person to answer that question.

25 793 Q. Well, as the operator of the company

1 I'm asking you because I have you with me today.

2 A. Well, you're asking me something that
3 someone else did. I can't answer for what they
4 did.

5 794 Q. Well, it was your accountant and he
6 did your work, you paid him, you retained him.
7 And I'm also suggesting that you made sure he was
8 provided with the information he needed to
9 perform his services.

10 A. If that's the question, then yes. We
11 worked with our accountant.

12 795 Q. You'd provide him with bank
13 statements and credit card statements, dispatch
14 data.

15 A. Off the top of my head, I can't list
16 every single. But generally broadly we would
17 provide him with information.

18 796 Q. Right. So to the extent information
19 was being provided by the business to the
20 accountant, the business would have its own
21 copies of that information; right?

22 A. No, I don't have copies of that
23 information.

24 797 Q. Well, was any of that information in
25 hard copy?

1 A. Not to the best of my knowledge, no.

2 798 Q. It was electronic; right?

3 A. Correct.

4 799 Q. So when you share it, you share a
5 copy of the electronic information; right? There
6 exists multiple copies.

7 A. I guess so.

8 800 Q. So although you say the accountant
9 would have some -- some of this information,
10 that's fair. That doesn't necessarily mean the
11 business wouldn't also have it; right?

12 A. I guess that's a true statement
13 you're making, yeah. Logically, it makes sense
14 if I'm following your line of thinking.

15 W. MAIN: Can we go off the record?

16 COURT REPORTER: Yes, we're off.

17 --- OFF THE RECORD (4:29 P.M.)

18 --- UPON RESUMING (4:33 P.M.)

19 W. MAIN: Subject to undertakings,
20 questions taken under advisement and questions
21 refused and any follow-up questions thereto,
22 those are my questions. Thank you very much,
23 Mr. Cheema.

24 THE WITNESS: I'm sorry?

25 R. VIG: That's it.

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THE WITNESS: Oh, thank you.

-- Whereupon proceedings adjourned at 4:35 p.m.

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REPORTER'S CERTIFICATE

I, CAROLINE MASLIN, CSR, Certified
Shorthand Reporter, certify;

That the foregoing proceedings were taken
before me at the time and place therein set
forth, at which time the witness was put under
oath by me;

That the testimony of the witness and all
objections made at the time of the examination
were recorded stenographically by me and were
thereafter transcribed;

That the foregoing is a true and correct
transcript of my shorthand notes so taken.

Dated this 31st day of May, 2026.



NEESONS REPORTING INC.

PER: CAROLINE MASLIN, CSR

EXHIBIT No. 1
EXAMINATION OF Faraz Cheema
BMO **VS** Cheema Carriers
DATE May 29, 2026
NETWORK COURT REPORTING

Court File No.: CV-25-00742000-00CL

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

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Respondents

**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: **FARAZ CHEEMA**

YOU ARE REQUIRED TO ATTEND

- In person
- By telephone conference
- By video conference

at the following Zoom Link:

<https://networkcourt.zoom.us/j/98554448713?pwd=geLvlrjt0MqeTczkmobooprM6KHiGo.1>

Meeting ID 98554448713

Password 486683

On **May 29, 2026 at 10:00 am ET** for:

- Examination pursuant to section 163 of the *Bankruptcy and Insolvency Act*
- Cross-examination on your Affidavit sworn May 19, 2026
- Examination for discovery on behalf of or in place of [identify party]
- Examination in aid of execution
- Examination in aid of execution behalf of or in place of [identify party]

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 mentioned in subrule 30.04(4) of the *Rules of Civil Procedure (Ontario)*, and the following documents and things:

1. All documents including any books, contracts, letters, telegrams, statements, records, bills, notes, securities, vouchers, reports, records, memoranda, email material, facsimile transmissions, audio recordings, video recordings, photographs, any information recorded or stored by means on any device in your possession, and copies of same in your possession, control, or power which are relevant to any matters in issue in these proceedings or have any reference thereto, and which are not privileged, and a list of all documents over which you claim privilege, including but not limited to:

- a. **Login / Digital Platform Records.** Documents relating to access to the Debtors' digital accounts, platforms, and services, including records containing or evidencing account names, administrator details, account numbers, recovery contact information, password reset or access recovery

materials, and any documents sufficient to restore or enable access to Google, company email, Samsara, and Xpert.

- b. **TD Bank Statements and Account Particulars.** TD Bank Statements for 2026 and documents identifying account ending 4016, including documents sufficient to identify the purpose or use of that account.
- c. **TD Visa Statements.** Production of the complete statements from 2022 to present, or documentary confirmation that there was no activity during that period.
- d. **BMO Bank Statements.** BMO bank account and credit card statements for 2026, together with documents identifying each BMO bank account and its purpose or use
- e. **HST Documentation for 2025 and 2026.** Supporting HST documentation for 2026. With respect to the 2025 HST documentation, supporting documentation to address why no HST was collected or remitted from sales made and supporting documentation to show why the 2025 HST documentation provided includes transactions involving only some bank accounts and not all transactions in all bank accounts.
- f. **HST Summaries and Monthly Cash Flow.** Reconciliation of the receivables reflected in the HST summaries to the bank balance and a complete accounting of the cash outflows for 2025 to filing in 2026.
- g. **Transaction Support for Sales and Receivables,** including invoices, contracts, customer correspondence, payment records, deposit records, and other underlying transaction documents, including documents relating to

sales activity after September 2025 and sufficient to evidence sales recorded in October, November, and December 2025.

- h. **Accounts Receivable Aging Reports and GL Transaction Listings for 2025/2026.** Accounts receivable aging reports for 2025 and 2026, and detailed general ledger transaction listings.
- i. **Capital Assets and Vehicle Continuity.** Please provide: (a) the capital asset continuity schedule¹ for 2025 and 2026 (to February), including asset values and VIN numbers; (b) segregation of owned and those under capital leases; and (c) complete fleet and vehicle records for vehicles used in 2025 and 2026 (to February), including complete vehicle lists, plate numbers, ownership status, lender or lessor details, bills of sale, lease or financing documents, and records identifying vehicle locations.
- j. **Intercompany Loan.** Agreements and documentation related to the intercompany loan between Cheema Carriers Corp. (“**Cheema**”) and 1000083465 Ontario Inc. (“**465 Ontario**”, together with Cheema, the “**Debtors**”), including documents showing when amounts were advanced or borrowed, the purpose of the advances or borrowings, the amounts involved, how those transactions were recorded in the books and records, and how those funds were used.
- k. **General Ledger and Trial Balance.** General ledger and trial balance as at December 2025 and February 2026.

¹ i.e. An unbroken trail of asset activity, including opening balances, additions, disposals, transfers, and depreciation, culminating in the closing balances for the period.

- l. **Payroll and employee records for 2025 and 2026**, including payroll summaries and registers, vacation pay records, employee hire and termination records, records showing years of service, records identifying the payroll and/or T4 provider, source deduction returns, remittance and payment records, and all supporting documentation relating to payroll filings and remittances.

- m. **Banking and financial records for 1000083465 Ontario Inc.** for 2024 to 2026, including bank statements, financial statements, general ledgers, trial balances, operating cost records, and rental revenue records.

- n. **Documents relating to SFJ Canada transactions**, including records of payments to/from SFJ Canada and supporting transaction documentation.

- o. **Documents relating to foreign currency / financial instrument transactions**, including contracts, supporting documentation, and statements for 2025 and 2026.

- p. **Accounting for the \$1.3 million deposit monies** relating to the terminated real estate transaction, including trust records / transfer records showing disposition of the full amount.

- q. **Soil Berm.** Documents relating to the soil berm at 860 Progress Court, including contracts, invoices, work orders, correspondence, transport records, source records, and any other documents evidencing who installed the berm and the source of the soil used.

Date: May 27, 2026

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Tel: 416-613-4880

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Lawyers for the Receiver, Goldhar &
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TO:

RSG LAW PROFESSIONAL CORPORATION

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Raghav Vig

Tel: 905-799-0925

Email: raghav@rsqlaw.ca

Lawyers for Faraz Cheema

BANK OF MONTREAL v CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Court File No. CV-25-00742000-00CL

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

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

Proceedings commenced at Toronto

NOTICE OF EXAMINATION

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Lawyers for the Receiver, Goldhar &
Associates Ltd.

Alina Stoica

From: Raghav Vig <raghav@rsglaw.ca>
Sent: March 12, 2026 12:03 PM
To: Karen Fung
Cc: William Main; Natasha Rambaran; Marlene Oilgisser; Laisie Ceden; Farazelahii@gmail.com; Richard Goldhar
Subject: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.
Attachments: OAKVILLE TAX STATEMENT OF ACCOUNT AUG 2025.pdf; Location and History of Additional VINs.ods

Hi Karen,

Apologies for the delay, I was in Court the past few days. In response to your request, please note-

1. 18 Spalding Drive- This was the last known location for those units.
2. 110 Dunlop Drive- This was the last known location for those units.
3. Other Information-
 - a. Expert Dispatch Software - Login: admin PW: admin
 - b. Google Sign in- Our client does not have any invoice for them. He tried resetting the password by using the "forgot password" method, however, as there is no attached recovery email, Google is asking our client to contact the domain DNS records. Our client is speaking to their erstwhile IT vendor for assistance. Meanwhile, the Receiver is welcome to try themselves and our client will continue to cooperate.
 - c. Samsara Account Login- Login: faraz.cheema@cheemacarriers.com PW: Randomly generated password which is not saved by our client.
 - d. Property Tax Statements – Attached.
 - e. Business Numbers - 850189838RT0001
4. Additional VINs- please see attached

Thanks,
Raghav



Raghav Vig
Associate
T: 905 799 0925
F: 866 570 0633
E: raghav@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

From: Karen Fung <KFung@goldhar.ca>
Sent: March 9, 2026 4:41 PM

To: Raghav Vig <raghav@rsglaw.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: [External] Re: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

In addition, can you provide us with the location and/or history of these units:

Trailers

527SR3234M002034
527SR5329M016520
1UYVS25387M968706
1UYVS2538L6885405
1UYVS2530EM787547
1UYVS25317U999702
1UYVS25347M968704
1GRAA0620GW700639
1GRAA0620EB702797
1UYVS253XP6833831
4V4NC9EH4MN269163
1C6SRFHM2LN243638
1JJV532B9JL064522
1JJV532BXKL118086

Other vehicles:

Model 3	2021	Tesla	5YJ3E1EAXMF030023
Model 3	2022	Tesla	5YJ3E1EA6NF251121
2022	Hyundai	3H3V532K9NJ090068	
2022	Hyundai	3H3V532K3NJ090082	

From: Karen Fung <KFung@goldhar.ca>

Sent: March 9, 2026 3:39 PM

To: Raghav Vig <raghav@rsglaw.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com <Farazelahii@gmail.com>; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: Re: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Hi Faraz and Raghav,

We have gone to 18 Spalding Drive and no VINS on site there match the ones provided. Please confirm again the address and location. Please also describe to us the location on which you left it.

We have gone to 110 Dunlop Drive and this is a transfer station. Please confirm again the address and location. We went down the street to 165 Dunlop, which is owned/operated by Cargill. Is this the location that you ment? If so, please let them know to release the vehicle to us.

Please provide us contact information for the owner or operator of the correct yards.

Karen

From: Raghav Vig <raghav@rsglaw.ca>

Sent: March 6, 2026 2:44 PM

To: Karen Fung <KFung@goldhar.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com <Farazelahii@gmail.com>; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Hi Karen,

Further to our meeting today, please see attached updated trailer list. Anirban's information is mentioned below-

Anirban Mukherjee CPA, CGA



T 905 499-4535 Ext 124 | F 905 812-8889 www.ampcorp.ca
anirban@ampcorp.ca

We are compiling the remaining information and would provide it shortly.

Thanks,
Raghav



Raghav Vig
Associate
T: 905 799 0925
F: 866 570 0633
E: raghav@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: Karen Fung <KFung@goldhar.ca>

Sent: March 4, 2026 4:56 PM

To: Raghav Vig <raghav@rsglaw.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: [External] Re: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Hi Rag,

Can we book for 10 -12? Does that work for Faraz as well?

Thanks,

Karen

From: Raghav Vig <raghav@rsglaw.ca>

Sent: March 4, 2026 1:56 PM

To: Karen Fung <KFung@goldhar.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com <Farazelahii@gmail.com>; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Hi Karen,

Sure, I am generally available on Friday, let me know what time works.

Thanks,

Raghav



Raghav Vig

Associate

T: 905 799 0925

F: 866 570 0633

E: raghav@rsglaw.ca

6605 Hurontario Street

Suite 400

Mississauga, ON L5T 0A3

www.rsglaw.ca

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From: Karen Fung <KFung@goldhar.ca>

Sent: March 3, 2026 11:55 PM

To: Raghav Vig <raghav@rsglaw.ca>

Cc: William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Farazelahii@gmail.com; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: [External] Re: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Hi Raghav,

Can we set up a call with you and your client to go over the information that has been received, clarify the requests being made and also get the timing of information outstanding?

From: Richard Goldhar <RGoldhar@goldhar.ca>

Sent: March 2, 2026 8:02 PM

To: Karen Fung <KFung@goldhar.ca>

Subject: Fwd: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Sent from my iPhone

Begin forwarded message:

Richard Goldhar | CIRP, LIT

Licensed Insolvency Trustee

p: 416-929-2500 ext 1301

t-f: 1 855 541 5114 | f: 905 361 0488

e: RGoldhar@goldhar.ca



Goldhar & Associates Ltd. Licensed Insolvency Trustee Goldhar Consulting & Tax Services Inc

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From: Raghav Vig <raghav@rsglaw.ca>

Date: February 25, 2026 at 7:10:59 PM EST

To: Richard Goldhar <RGoldhar@goldhar.ca>

Cc: William Main <wmain@reconllp.com>, nrambaran@reconllp.com, Marlene Oilgisser <MOilgisser@goldhar.ca>, Laisie Cedeno <Lcedeno@goldhar.ca>, Farazelahii@gmail.com

Subject: Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Mr. Goldhar,

Thank you for your email. Please find attached the following:

1. List of Trailers
2. List of Trucks
3. Cheema Carriers' Regulatory Package

I have reviewed the Possession Checklist and would appreciate clarification as to whether this is still required to be completed by Mr. Cheema. I can understand the reasoning for requesting such a document prior to surrender of possession, however, given that possession has already been delivered, it is unclear what purpose the Checklist now serves. Further, much of the information requested appears to overlap with the questionnaire you previously circulated and is therefore duplicative. Contrary to your earlier comment, the Checklist does not appear to be entity-specific. By way of example, page 6 references "Soberman Inc." — please confirm the relevance of that entity in this context.

For ease of reference, Mr. Cheema's responses to your questionnaire are embedded in your prior email below in **RED**.

Regards,
Raghav

Raghav Vig
Associate

T: 905 799 0925
F: 866 570 0633
E: raghav@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: Richard Goldhar <RGoldhar@goldhar.ca>

Sent: February 23, 2026 9:17 AM

To: Farazelahii@gmail.com; Raghav Vig <raghav@rsglaw.ca>; ADMIN - CHEEMA CARRIERS <admin@cheemacarriers.com>

Cc: William Main <wmain@reconllp.com>; rambaran@reconllp.com; Marlene Oilgisser <MOilgisser@goldhar.ca>; Laisie Cedeno <Lcedeno@goldhar.ca>; Richard Goldhar <RGoldhar@goldhar.ca>

Subject: [External] Expanded Information and Possession Requirements – Cheema Carriers Corp. and 1000083465 Ontario Inc.

Dear Mr. Cheema,

We write in our capacity as Court-Appointed Receiver and Manager of **Cheema Carriers Corp. and 1000083465 Ontario Inc.**

Further to our meeting of February 21, 2026 at 7 Kimbel Street, Mississauga, Ontario L4T 3C4, and as requested by you, we are setting out our formal written information and possession requirements.

As Court-Appointed Receiver and Manager, we are obligated to secure and review all assets, records, banking, and operational information. The requests below are entity-specific and are in addition to the attached possession checklist, which must be completed in full for each company.

1. Cheema Carriers Corp.

(Trucking and Dispatch Operations – Canada and USA)

A. Occupancy and “Mikal Corporation”

The security lot attendant referenced “Mikal Corporation” as the tenant of the yard. This is new information and requires immediate clarification. Please provide:

- Full legal name, corporate number, and contact information for Mikal Corporation; **6403361 Canada Inc. d.b.a. Mikaal Motor Freight. E: admin@mikaalmotors.com, T: (416) 519-4295**
- Copies of any lease, sublease, license, or occupancy agreement relating to 7 Kimbel Street; **There is no sublease with Mikaal Motors**
- Details of any corporate, shareholder, director, or related-party relationship between Cheema Carriers Corp., 1000083465 Ontario Inc., and Mikal Corporation; **Mr. Faraz Cheema is an erstwhile director of Mikaal Motors. He was made a director of Mikaal Motors to help obtain CVOR for it in 2023, as this company was coming over from Alberta. Mr. Faraz Cheema ceased to be Director of Mikaal Motors in early 2023. At all material times, Mr. Faraz Cheema did not have financial or operational control of Mikaal Motors.**

- Confirmation of who pays rent, to whom, and from which account; **This information would be available with the Landlord and is not in the knowledge of Mr. Faraz Cheema.**
- Details of any security deposits and rent arrears; **This information would be available with the Landlord and is not in the knowledge of Mr. Faraz Cheema.**
- Confirmation of whether Mikal Corporation carries on business at the yard and whether it owns, leases, or stores any equipment there; **This information would be available with Mikaal Motors and is not in the knowledge of Mr. Faraz Cheema.**
- Identification of all property currently located at the yard and ownership thereof; **Please refer to the attached lists.**
- Details of any transfers of possession, control, or operational use of the yard since September 2025. **This information would be available with the Landlord and is not in the knowledge of Mr. Faraz Cheema.**

If Mikal Corporation is in possession of any property of Cheema Carriers Corp., full particulars must be provided immediately. **Mr. Faraz Cheema is still in the process of locating all the equipment and presently is not in a position to provide a definitive answer.**

B. Fleet and Equipment (12-Month Lookback and Wind-Down Status)

We require a complete reconciliation of fleet and equipment:

1. During the Last 12 Months of Operations

- Complete fleet list (trucks, trailers, reefers, chassis, yard tractors, etc.); **Please refer to the attached lists.**
- VINs, plate numbers, and ownership status (owned/leased/financed); **Please refer to the attached lists.**
- Lender or lessor details; **This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.**
- Insurance coverage; **The insurance was active until November 2025.**
- Any assets repossessed, surrendered, sold, or otherwise transferred; **Please refer to the attached lists.**
- Copies of bills of sale and disposition details. **This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.**
- Did you operate as a broker or did you broker out any work in past 12 months of operations? **Minimal loads may have been brokered out in exceptional circumstances.**
- Did you complete or partake in any interstate loads in the past 5 years? **Do you mean inter-province? Can you please clarify this question.**

2. At the Time of Wind-Down (September 2025) - Please refer to the attached lists.

- List of all equipment owned, leased, or in possession at wind-down;
- Location of each unit at wind-down;
- Current location of each asset;
- Storage arrangements and costs;
- Confirmation of any assets dismantled, scrapped, or stripped.

Please specifically advise:

- Which trucks currently or previously located at the yard were stripped of onboard computers, ECMs, transmission control modules, GPS units, dash electronics, or other electronic components;
 - Who authorized the removal;
 - Where those components are currently located;
 - Whether any such components were sold or transferred.
-

C. Employees and WEPP Requirements **This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.**

As Receiver, we are required to assess potential claims under the Wage Earner Protection Program (WEPP).

Please provide the following for all employees who worked for Cheema Carriers Corp. at any time in the past six (6) months:

- Full employee list (including terminated and active within that period);
- Employment status (employee vs. independent contractor);
- Position/title;
- Date of hire and date of termination (if applicable);
- Last date worked;
- Wage rate and payroll frequency;
- Accrued but unpaid wages, vacation pay, and commissions;
- Copies of employment agreements;
- Copies of Records of Employment (ROEs), if issued;
- Payroll registers for the past 12 months;
- Details of any outstanding source deductions.

We will be providing WEPP-related forms which must be completed in full for all employees who worked for Cheema Carriers Corp. within the last six months. These forms must be completed accurately and promptly to avoid prejudice to employee claims.

D. Cross-Border and Regulatory Matters- Please refer to the attached package.

Please provide:

- CVOR and NSC certificates;
 - U.S. DOT and MC numbers;
 - IRP and IFTA account details;
 - FAST and customs bond information;
 - Details of audits, penalties, or regulatory actions;
 - List of drivers (active and terminated within 12 months);
 - Independent contractor agreements.
-

E. Dispatch, Contracts and Receivables This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.

- Customer and broker list (past 24 months);
 - Major transportation contracts;
 - A/R aging;
 - Factoring agreements;
 - Dispatch software access and credentials;
 - Outstanding cargo claims or disputes.
-

F. Banking and Financial Information This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.

For all accounts including TD Bank and any others:

- Branch details and account numbers (CAD and USD);
- Operating, payroll, tax, credit card, and line of credit accounts;
- Current balances;
- 12 months of bank statements;
- Authorized signing officers;
- Online banking credentials;
- Disclosure of any related-party transfers in the past 24 months.

You are reminded that no withdrawals, transfers, or dealings are permitted from company bank accounts.

2. 1000083465 Ontario Inc.

(Real Estate Holding Company)

A. Property and Title

- Confirmation of ownership of 7 Kimbel Street; **This property is owned by Carrier Systems.**
 - Copy of deed/transfer; **N/A**
 - Mortgage statements and lender contacts; **N/A**
 - Property tax status; **N/A**
 - Insurance policies; **N/A**
 - Any environmental reports; **N/A**
 - Details of liens or encumbrances. **N/A**
-

B. Tenancies and Mikal Corporation - **Are these questions pertaining to 7 Kimbel?**

- Complete rent roll;
- All leases and amendments;
- Confirmation whether Cheema Carriers Corp. was a tenant;
- Confirmation whether Mikal Corporation is or was a tenant;
- Details of any transfer of occupancy since September 2025;
- Related-party arrangements;
- Security deposits;
- Intercompany rent settlements;
- Any unregistered lease or trust arrangements.

Given the new reference to Mikal Corporation, please clearly explain the timeline of occupancy and any change in tenancy structure.

C. Banking and Corporate Records- **This information is not readily accessible, Mr. Faraz Cheema is working on collating this information.**

- All bank accounts and statements (12 months);
 - Authorized signatories;
 - Intercompany transfers (past 24 months);
 - Shareholder loans or advances;
 - Minute book and registers;
 - Financial statements (past 3 years);
 - Pending litigation or claims.
-

Deadline and Ongoing Cooperation

The attached possession checklist must be completed in full for each entity and returned together with all requested documentation no later than Wednesday, February 25, 2026, by end of day.

Please note that this request is not exhaustive. Additional information requests may follow as our review progresses. We expect your full, transparent, and ongoing cooperation in fulfilling the Receiver's Court-ordered mandate.

Should you require clarification in completing the materials, please advise immediately.

We appreciate your prompt attention and cooperation.

Yours truly,

Goldhar & Associates Ltd.

Court-Appointed Receiver and Manager of
Cheema Carriers Corp. and 1000083465 Ontario Inc.
Not in our personal or corporate capacity

Richard Goldhar, ASO

Richard Goldhar | CIRP, LIT

Licensed Insolvency Trustee

p: 416-929-2500 ext 1301

t-f: 1 855 541 5114 | f: 905 361 0488

e: RGoldhar@goldhar.ca

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Statement Date

Aug 4, 2025

Arrears Statement

Town of Oakville
1225 Trafalgar Road
Oakville, ON L6H 0H3
service@oakville.ca
905-845-6601

1000083465 ONTARIO INC
2423 ANSON DR
MISSISSAUGA ON L5S 1G1

Roll Number 2401 020 290 02626 0000
Owners 1000083465 ONTARIO INC
Civic Address 860 Progress Crt Oakville
Legal Description CON 3 SDS PT LOT 24 RP
20R9713 PARTS 4,5

Statement of Account Arrears

Table with 5 columns: Tax Year, Taxes, Other Fees and Charges, Penalty/Interest, Total Owning. Rows include years 2025, 2024, 2023, 2022, Prior Owning, and Total.

Recent Transactions

Table with 4 columns: Date, Description, Amount, Balance. Rows include BALANCE FORWARD, 2025 Final Tax Bill, July 1, 2025 Penalty Added, August 1, 2025 Penalty, Arrears Notice Fee, and 2025 Final Tax Bill.

Arrears Balance \$53,918.67
Next Installment Due Sep 25, 2025 \$17,862.00
Post-Dated Payments \$0.00

This is a reminder notice of the current status of your tax account. There is a \$6.00 charge to account for this notice. Interest is added on the first day of each calendar month at the rate of 1.25% to outstanding tax.



Detach this portion and return with your payment

Please return remittance portion with cheque payment only. Online payment options are available through your banking institution.

Town of Oakville
1225 Trafalgar Road
Oakville, ON L6H 0H3
service@oakville.ca
905-845-6601

Owner(s) 1000083465 ONTARIO INC
Roll Number 2401 020 290 02626 0000
Total Amount Owning \$53,918.67
Please Enter Amount Paid \$



VIN	Year	Make	Location/ History
527SR3234M002034	NA	NA	Not Owned by Cheema. Owner Operator
527SR5329M016520	NA	NA	Not Owned by Cheema. Owner Operator
1UYVS25387M968706	NA	NA	Not Owned by Cheema. Owner Operator
1UYVS2538L6885405	NA	NA	Not Owned by Cheema. Owner Operator
1UYVS2530EM787547	NA	NA	Written Off after Accident in 2017
1UYVS25317U999702	NA	NA	Old Unit. No information available readily. Our client is trying to locate.
1UYVS25347M968704	NA	NA	Old Unit. No information available readily. Our client is trying to locate.
1GRAA0620GW700639	NA	NA	Old Unit. No information available readily. Our client is trying to locate.
1GRAA0620EB702797	NA	NA	Written Off after Accident in 2022.
1UYVS253XP6833831	NA	NA	Last Known location was 110 Dunlop Drive, Guelph
4V4NC9EH4MN269163	NA	NA	Lease was transferred in 2023
1C6SRFHM2LN243638	NA	NA	Financed Pickup truck - sold in April, 2025.
1JJV532B9JL064522	NA	NA	Written Off after Accident in 2021
1JJV532BXKL118086	NA	NA	Repossessed by Bailiff. Last Known location was 110 Dunlop Drive, Guelph
5YJ3E1EAXMF030023	2021	Tesla Model 3	Leased Passenger Vehicle. Lease was closed
5YJ3E1EA6NF251121	2022	Tesla Model 3	Leased Passenger Vehicle. Lease was closed
3H3V532K9NJ090068	2022	Hyundai	Sold in a rent to own agreement
3H3V532K3NJ090082	2022	Hyundai	Sold in a rent to own agreement

2/19/2026	12:12 AM	OUT	IQBAL, MUDASSAR	[REDACTED]	TRUCK	2101		CHEEMA CARRIER
2/19/2026	7:30 AM	IN	KAHLON, FAHEEM AHMAD	[REDACTED]	TRUCK	2070		CHEEMA CARRIER
2/19/2026	7:34 AM	IN	KHOKHAR ,SHOAB	[REDACTED]	TRUCK	2097		CHEEMA CARRIER
2/19/2026	8:02 AM	OUT	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045		CHEEMA CARRIER
2/19/2026	10:15 AM	OUT	SINGH, HARPREET	[REDACTED]	TRUCK	2097		CHEEMA CARRIER
2/19/2026	12:33 PM	IN	SHARMA, VIKAS	[REDACTED]	TRUCK	2102	6033	CHEEMA CARRIER
2/19/2026	1:14 PM	OUT	SHARMA, VIKAS	[REDACTED]	TRUCK	2102	6049	CHEEMA CARRIER
2/19/2026	3:36 PM	OUT	SINGH, HARPREET	[REDACTED]	TRUCK	2084	6009	CHEEMA CARRIER
2/19/2026	3:47 PM	IN	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045		CHEEMA CARRIER
2/19/2026	4:17 PM	OUT	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045	6043	CHEEMA CARRIER
2/19/2026	8:12 PM	IN	AHMED, HAMZA	[REDACTED]	TRUCK	2104	M681	CHEEMA CARRIER
2/19/2026	8:13 PM	IN	HUSSAIN, RASHID	[REDACTED]	TRUCK	2066	6032	CHEEMA CARRIER
2/19/2026	9:09 PM	IN	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045	6043	CHEEMA CARRIER
2/19/2026	10:37 PM	IN	RASHEDIN, MOHAMMED AL MOBASSER	[REDACTED]	TRUCK	2048	6049	CHEEMA CARRIER
2/20/2026	4:54 AM	OUT	SHARMA, VIKAS	[REDACTED]	TRUCK	2066	6032	CHEEMA CARRIER
2/20/2026	6:38 AM	OUT	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045	M681	CHEEMA CARRIER
2/20/2026	7:55 AM	OUT	RASHEDIN, MOHAMMED AL MOBASSER	[REDACTED]	TRUCK	2048	6049	CHEEMA CARRIER
2/20/2026	10:38 AM	IN	SHARMA, VIKAS	[REDACTED]	TRUCK	2066		CHEEMA CARRIER
2/20/2026	11:11 AM	OUT	SHARMA, VIKAS	[REDACTED]	TRUCK	2066	6043	CHEEMA CARRIER
2/20/2026	12:52 PM	IN	DHILLON, MALKIAT SINGH	[REDACTED]	TRUCK	2045	M681	CHEEMA CARRIER
2/20/2026	4:06 PM	OUT	SINGH, HARPREET	[REDACTED]	TRUCK	2104	6033	CHEEMA CARRIER
2/20/2026	4:50 PM	IN	SINGH, HARPREET	[REDACTED]	TRUCK	2104	6039	CHEEMA CARRIER
2/20/2026	5:10 PM	OUT	SINGH, HARPREET	[REDACTED]	TRUCK	2104		CHEEMA CARRIER
2/20/2026	7:23 PM	IN	PALWINDER SINGH	[REDACTED]	TOW TRUCK	004		ALPHA TOW
2/20/2026	8:24 PM	OUT	PALWINDER SINGH	[REDACTED]	TOW TRUCK	004		ALPHA TOWING
2/21/2026	12:35 AM	IN	AZIZ, WAJAHAT ALI	[REDACTED]	TRUCK	2119		CHEEMA CARRIER
2/21/2026	4:52 AM	OUT	SHARMA, VIKAS	[REDACTED]	TRUCK	2045	M681	CHEEMA CARRIER
2/21/2026	6:24 AM	OUT	SHARMA, VIKAS	[REDACTED]	TRUCK	2119		CHEEMA CARRIER

Alina Stoica

From: William Main
Sent: March 21, 2026 1:50 PM
To: Raghav Vig
Cc: KFunc@goldhar.ca; Natasha Rambaran; Caitlin Fell; Richard Goldhar; Rajvinder Grewal
Subject: RE: CV-25-00742000-00CL – Bank of Montreal and Cheema Carriers Corp et al.
Attachments: Mutual release.pdf

The mutual release between the parties to the Transaction (attached) indicates that there was \$1.3 million in deposits paid. As your firm had been holding the deposits for the Transaction we presumed these amounts had been in your firm's trust account. Please advise forthwith, and no later than 5 p.m. on Monday March 23 if your firm is holding or was at any time holding any further deposit monies in respect of the Transaction in addition to the ones you have already been able to identify (i.e. in your email below).

To the extent your firm does not hold the remaining \$700k in deposit money, we will need an accounting from your client by 5 p.m. on Tuesday March 24 as to where any funds from this amount not being held by your firm are located and all transfers of such funds since the initial APS was signed on May 12, 2025.

Will



William Main
Partner
Litigation
T | 416.613.4885
F | 416.613.8290
E | wmain@reconllp.com

Reconstruct LLP | Restructuring and Litigation Lawyers
80 Richmond Street West, Suite 1700, Toronto, ON M5H 2A4

From: Raghav Vig <raghav@rsglaw.ca>
Sent: March 20, 2026 12:57 PM
To: Levi Rivers <lrivers@reconllp.com>
Cc: KFunc@goldhar.ca; William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Caitlin Fell <cfell@reconllp.com>; Richard Goldhar <rgoldhar@goldhar.ca>; Rajvinder Grewal <raj@rsglaw.ca>
Subject: CV-25-00742000-00CL – Bank of Montreal and Cheema Carriers Corp et al.

Good afternoon,

I acknowledge receipt of your correspondence, and we will conduct a review of our accounts, however, please note that as per the APS, the following deposits were required and paid-

1. \$200,000 as per the APS (attached)
2. \$100,000 pursuant to the amendment dated July 18, 2025 (attached)
3. \$300,000 pursuant to the endorsement dated October 3, 2025

\$600,000 was paid to BMO, I have attached the confirmations.

Thanks,

Raghav



Raghav Vig
Associate
T: 905 799 0925
F: 866 570 0633
E: raghav@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: Levi Rivers <livers@reconllp.com>

Sent: March 19, 2026 4:04 PM

To: Raghav Vig <raghav@rsglaw.ca>

Cc: KFung@goldhar.ca; William Main <wmain@reconllp.com>; Natasha Rambaran <nrambaran@reconllp.com>; Caitlin Fell <cfell@reconllp.com>; Richard Goldhar <goldhar@goldhar.ca>

Subject: [External] CV-25-00742000-00CL – Bank of Montreal and Cheema Carriers Corp et al.

Good day,

Please find attached correspondence of today's date on behalf of Mr. Will Main.

Kind regards,



Levi Rivers (he/him)
Legal Assistant
T | 416.613.8285
F | 416.613.8290
E | livers@reconllp.com

Reconstruct LLP | Restructuring and Litigation Lawyers
80 Richmond Street West, Suite 1700, Toronto, ON M5H 2A4

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Mutual Release Agreement of Purchase and Sale

Form 122

for use in the Province of Ontario

BETWEEN:

BUYER: 9089365 Canada Inc. o/s CQR LOGISTICS

AND

SELLER: 1000083465 Ontario Inc.

BROKERAGE(S):

(Listing Brokerage)

(Co-operating Brokerage)

RE: Agreement of Purchase and Sale between the Seller and Buyer dated the 12 day of May

20 25 concerning the property known as: 860 Progress Ct, Oakville, ON L6L 6K1

as more particularly described in the aforementioned Agreement of Purchase and Sale.

We, the Buyer and the Seller in the above noted transaction hereby acknowledge that the above described transaction is terminated and release each other and the Brokerage in the proposed transaction, from all liabilities, covenants, obligations, claims and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit of:

One Million Three Hundred Thousand Dollars Canadian Dollars (\$CDN) 1,300,000

payable to: 9089365 Canada Inc. o/s CQR LOGISTICS

IRREVOCABILITY: This Mutual Release shall be irrevocable by Seller until pm 10 on the 13 (N.E) February, 20 26, after which time if not fully executed by Buyer and Seller, this Mutual Release shall become null and void

For the purposes of this Mutual Release, "Buyer" includes purchaser, "Seller" includes vendor, Brokerage includes Listing Brokerage, Co-operating Brokerage (if applicable) and the registrants and employees of the Brokerage(s).

This release shall be binding upon the heirs, executors, administrators and assigns of all the parties executing same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Naila Ejaz (Witness)

(Buyer/Seller) [Signature]

(Seal) Feb. 12 / 20 26 (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

I, the Undersigned, agree to the above offer to Mutual Release.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Jashish Tiwana (Witness)

(Buyer/Seller) (PRAVINDEP SAIB)

(Seal) Feb 13 / 20 26 (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Mutual Release with all changes both typed and written was finally accepted by all parties at 3:00 this 13 day of Feb, 20 26

(Signature of Seller or Buyer) (PRAVINDEP SAIB)

The Brokerage hereby releases all parties from any claim that the Brokerage may have had for commission or other remuneration in the above transaction except as may be hereinbefore specifically provided

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Listing Brokerage's Broker of Record/Manager)

(Seal) (Date)

(Witness)

(Co-operating Brokerage's Broker of Record/Manager)

(Seal) (Date)

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BANK OF MONTREAL v CHEEMA CARRIERS CORP. AND 1000083465 ONTARIO INC.

Court File No. CV-25-00742000-00CL

**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**

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

Proceedings commenced at Toronto

**BRIEF OF TRANSCRIPTS
OF THE RECEIVER**

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