

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** and those applicants listed on Schedule "A" hereto (each, an "Applicant", and collectively, the "Applicants")

**FACTUM OF THE MANAGER  
(I-Way Turn-Over Order & Ancillary Order)**

November 18, 2025

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**TO: THE SERVICE LIST**

**AND TO: Vishwanths & Kumar Professional Corporation**, 197 Country Court Blvd, Suite 201, Brampton, ON L6W 4P6 Attn: Arjun Vishwanth

## **PART I - OVERVIEW**

1. Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed manager (the “**Manager**”), seeks:

- (a) an order in respect of certain leased vehicles (the “**I-Way Turn-Over Order**”), which, among other things: (i) directs 2834021 Ontario Inc., I-Way Transport Inc., I-Way Logistics Inc., Wings Freightway Inc., and Balwant Singh Samra (collectively, the “**I-Way Parties**”) to turn-over possession of the I-Way Leased Vehicles (as defined below) and the New Tires (as defined below) to the Manager forthwith and to fully cooperate with the Manager to facilitate such orderly transfer; and (ii) awards the costs of this Motion against the I-Way Parties; and
- (b) an order in respect of the Manager’s fees and activities (the “**Ancillary Order**”), which, among other things: (i) approves the First Report of the Manager dated January 30, 2025 (the “**First Report**”), and the Second Report of the Manager dated November 10, 2025, (the “**Second Report**” and together with the First Report, the “**Reports**”) and the activities and the conduct of the Manager set out therein; and (ii) approves the fees and expenses of the Manager and its legal counsel, Cassels Brock & Blackwell LLP, as set out in the Second Report,

each substantially in the forms included at Tabs 4 and 5 of the Manager’s Motion Record dated November 10, 2025.

## **PART II - FACTS**

2. The facts with respect to this motion are more fully set out in the Reports. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Reports.

## A. Background

3. On March 27, 2024, the Applicants were granted protection under the *Companies' Creditors Arrangement Act* (the “**CCAA**”) pursuant to an order of the Ontario Superior Court of Justice (Commercial List) which, *inter alia*, appointed Ernst & Young Inc. as monitor in these proceedings (the “**Monitor**”).<sup>1</sup>

4. On October 10, 2024, this Court granted an Order (as amended from time to time, the “**Recourse Lender Turn-Over Order**”) providing, *inter alia*, a process to turn-over Remaining Assets (including Inventory and Leasebooks) to the applicable Recourse Lenders and for such Remaining Assets to be sold free and clear from any and all Claims and Encumbrances.<sup>2</sup>

5. On October 17, 2024,<sup>3</sup> the Court granted an Order (as amended on November 1, 2024,<sup>4</sup> and February 4, 2025, the “**Collateral Management Order**”) appointing the Manager over the Management Property (as defined in the Collateral Management Order) of the Applicants and authorizing the Manager to take steps to, *inter alia*, collect and dispose of the Management Property on behalf of the Agent and the Syndicate Lenders.<sup>5</sup>

6. Since its appointment, the Manager has retrieved approximately 750 vehicles and transitioned from Pride approximately 1,900 Leasebooks.<sup>6</sup> The Manager has faced significant challenges in realizing Management Property, as detailed in the Second Report. Among other issues:

(a) The Manager had to submit over 900 requests to government authorities to verify ownership. To date, the Manager determined approximately 40 assets were wrongly

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<sup>1</sup> *Pride Group Holdings Inc et al* (March 27, 2024), ONSC (Commercial List), Court File No. CV-24-00717340-00CL [*Pride Group Holdings*] ([Initial Order](#)) [Initial Order].

<sup>2</sup> *Pride Group Holdings Inc et al* (October 10, 2024), ([Order re Wind-Down, Liquidity Contribution Alternative and Turn-Over](#)) [Recourse Lender Turn-Over Order].

<sup>3</sup> *Pride Group Holdings Inc et al* (October 17, 2024), ([Syndicate Collateral Management Order](#)); *Pride Group Holdings Inc et al* (October 19, 2024), ([SCMO Endorsement](#)) [SCMO Endorsement].

<sup>4</sup> *Pride Group Holdings Inc et al* (November 1, 2024), ([Amended Syndicate Collateral Management Order](#)) *Pride Group Holdings Inc et al* (November 1, 2024), ([ASCMO Endorsement](#)).

<sup>5</sup> *Pride Group Holdings Inc et al* (February 4, 2025), ([Second Amended Syndicate Collateral Management Order](#)) [Collateral Management Order].

<sup>6</sup> Second Report of the Manager dated November 10, 2025 (the “**Second Report**”) at para 4.2.

turned-over. In 13 cases, ownership was unverifiable, requiring notarized statements from the Pride Entities attesting to their ownership of the assets. In one such instance, a vehicle subject to a notarized statement was determined to be a stolen unit not owned by the Pride Entities.<sup>7</sup>

- (b) The Manager has identified numerous stale-dated PPSA registrations and liens under provincial or state legislation equivalent to the *Repair and Storage Liens Act (Ontario)* on Management Property.<sup>8</sup>
- (c) Over 830 VINs reported as Syndicate Lenders' collateral and reported by the Monitor as "on Pride's records", were never turned-over – many were missing, never purchased, inadvertently included or misidentified due to typographical errors.<sup>9</sup> To date, approximately 630 VINs remain missing without adequate support or explanation.

7. Despite these challenges the Manager has realized approximately \$80.5 million in sale and lease proceeds in respect of the Management Property.<sup>10</sup>

8. Counsel for the Monitor served an Aide Memoire dated November 17, 2025 (the "**Aide Memoire**"), which provided supplemental information in response to certain matters set out in the Second Report. The Monitor did not oppose the relief sought by the Manager in this Motion. The Manager notes:

- (a) The Monitor is correct in stating that a portfolio for transferring the Leasebooks was established by October 7, 2024. However, this portfolio functions solely as a portal, and until the Leasebooks are transferred into it, the Manager does not have access to the necessary information and as a result, the transition is not complete. A substantial portion of the Leasebooks were not transferred into the portfolio until after the Turn-Over Outside

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<sup>7</sup> Second Report at paras 4.8, 4.7, and 4.9.

<sup>8</sup> Second Report at para 4.10.

<sup>9</sup> Second Report at para 4.25 and 4.26.

<sup>10</sup> Second Report at para 6.0.

Date. Furthermore, as highlighted in the Monitor’s Supplement to the Seventeenth Report dated November 12, 2024, hard or soft copies of the Leases, along with contact information for the leaseholders, had not yet been provided for many of the transitioned leases.<sup>11</sup>

- (b) In respect of the Missing VINs, while the initial list of VINs may have been inaccurate due to VINs being in transit, a substantial portion of the Missing VINs were likely disposed of prior to these CCAA proceedings. As part of its mandate the Manager has attempted to account for such Missing VINs, including requesting supporting documentation. The Monitor has now advised in its Aide Memoire that it does not have sufficient funding or resources to report on the Missing VINs. The Manager continues to require access to this information to complete its mandate.

## B. Lease Transition Issues

9. As noted above, the Leasebooks and the leased vehicles are “Management Property”. Pursuant to the Recourse Lender Turn-Over Order and the Collateral Management Order, TPine Leasing Capital Corporation (“TPine”) transitioned Leasebooks to the Manager in late 2024.

10. Paragraph 6 of the Collateral Management Order requires that all persons must “cooperate with the Manager in transitioning possession and control of Management Property to the Manager or its agent, servicer or other designated representative[s]”.<sup>12</sup>

### *The I-Way Leases*

11. The transitioned TPine Leasebooks include 20 leases (the “**I-Way Leases**”, and each an “**I-Way Lease**”) covering a total of 47 vehicles (the “**I-Way Leased Vehicles**”) that were leased to one or more of Wings Freightway Inc., I-Way Transport Inc., and 2834021 Ontario Inc. (the “**I-Way Lessees**”).<sup>13</sup>

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<sup>11</sup> [Monitor’s Supplement to the Seventeenth Report dated November 12, 2024](#), para 34.

<sup>12</sup> [Collateral Management Order](#) at para 6.

<sup>13</sup> Second Report at para 5.3 and Appendix “E”.

12. Although the I-Way Leases remain in TPine's name, the Manager administers the leases through a service provider and has the power to enforce TPine's contractual rights pursuant to the Manager's Court-ordered mandate.<sup>14</sup> Under the I-Way Leases, the lessor is entitled to repossess the I-Way Leased Vehicles upon a lessee's default.<sup>15</sup>

*The I-Way Defaults*

13. The I-Way Lessees have not made lease payments under the I-Way Leases for over 250 days. Accordingly, all of the I-Way Leases are in default. In some cases, the I-Way Lessees have not paid since the I-Way Leases were transitioned to the Manager in December 2024.<sup>16</sup>

14. As of October 31, 2025, the amount of unpaid arrears under the I-Way Leases was approximately \$1.6 million, a sum which excludes accrued interest on unpaid amounts and approximately \$8.1 million in future lease obligations (which, as described in the Second Report have been accelerated).<sup>17</sup>

*Attempts to recover the I-Way Leased Vehicles*

15. Between February and September 2025, the Manager's service provider, IFT, made numerous attempts to contact the I-Way Lessees concerning their delinquent accounts. When those efforts failed, IFT sought to repossess the I-Way Leased Vehicles through its bailiff network.<sup>18</sup>

16. The I-Way Lessees have been generally uncooperative and delayed the Manager's repossession efforts while they presumably continued to use and profit from the I-Way Leased Vehicles.<sup>19</sup> The Manager's legal counsel provided the I-Way Lessees with a copy of the Collateral Management Order on

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<sup>14</sup> Second Report at para 5.1.

<sup>15</sup> Second Report at para 5.4.

<sup>16</sup> Second Report at para 5.5 and Appendix "E".

<sup>17</sup> Second Report at paras 5.5 and 5.23.

<sup>18</sup> Second Report at para 5.6.

<sup>19</sup> Second Report at para 5.6 through 5.15.

August 26, 2025. Despite receiving notice, the I-Way Parties did not immediately hand over the I-Way Leased Vehicles.<sup>20</sup>

17. In October 2025, the Manager's legal counsel sent the I-Way Parties a draft of the I-Way Turn-Over Order stating that if the I-Way Leased Vehicles were not turned-over immediately, the Manager would seek court relief.<sup>21</sup> Soon after such correspondence, counsel to the I-Way Parties identified 25 of the I-Way Leased Vehicles as "available for pick up". The remaining 22 I-Way Leased Vehicles were identified on November 11, 2025, shortly after the Manager served its motion record but before this hearing. In respect of the first 25 units, the I-Way Leased Vehicles were, in fact, not available for pickup because they were located at repair shops and the repair shops refused to release the units without resolving unpaid invoices.<sup>22</sup> The invoices total over \$300,000, exclusive of ongoing fees accruing for storage of the vehicles.<sup>23</sup>

18. At least five I-Way Leased Vehicles have recently received new tires (collectively, the "New Tires"). Yet, those same vehicles were left at the repair shops a week prior to being designated as "available for pickup" with the New Tires missing. The New Tires are believed to have been removed by the I-Way Parties and replaced with old tires. The repair shops are now requesting payment from the Manager for, amongst other things, the New Tires (which are no longer on the vehicles) and other work before releasing the I-Way Leased Vehicles.<sup>24</sup>

#### *The Manager's Right to Claim Damages*

19. In addition to the recovery of the I-Way Leased Vehicles sought in this motion, the Manager intends to commence proceedings for damages against the I-Way Parties in accordance with the Manager's powers under the Collateral Management Order.<sup>25</sup>

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<sup>20</sup> Second Report at para 5.9.

<sup>21</sup> Second Report at para 5.15.

<sup>22</sup> Second Report at para 5.18.

<sup>23</sup> Second Report at para 5.16.

<sup>24</sup> Second Report at para 5.17.

<sup>25</sup> [Collateral Management Order](#) at para 5(i).

20. The Manager intends to claim for the arrears, accelerated amounts to end of term (under a demand the Manager issued in October), accrued interest, and enforcement charges recoverable under the I-Way Leases, including for any damage or diminution in value of the I-Way Leased Vehicles.

21. The proposed I-Way Turn-Over Order is without prejudice to the rights of the I-Way Lessees to dispute amounts owing under the leases in any such proceedings.<sup>26</sup>

### **C. Manager's Fees and Activities**

22. The Manager also seeks the Ancillary Order to address approval of fees and activities. The Second Report attaches affidavits from representatives of the Manager and its legal counsel that includes each account (in certain limited instances redacted for matters of confidentiality and privilege) and summary tables identifying the individual professionals who have worked on this matter, their hourly billing rates and the total number of hours worked.<sup>27</sup>

23. The fees and disbursements of the Manager from October 17, 2024, to September 13, 2025, total \$3,601,136.49.<sup>28</sup> The fees and disbursements of the Manager's legal counsel from August 2, 2024, to September 30, 2025, total \$2,735,322.69.<sup>29</sup>

## **PART III - ISSUES**

24. The issues to be determined on this motion are whether the Court should:

- (a) grant the relief requested in the I-Way Turn-Over Order;
- (b) award the Manager costs in relation to the motion; and
- (c) grant the Ancillary Order approving the Reports and the activities of the Manager and the fees and disbursements of the Manager and its counsel.

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<sup>26</sup> Second Report at para 5.23.

<sup>27</sup> Second Report at para 7.0 and Appendices "C" and "D".

<sup>28</sup> Second Report at para 7.2.

<sup>29</sup> Second Report at para 7.3.

## PART IV - LAW AND ARGUMENT

### A. The I-Way Turn-Over Order should be granted

25. The Manager is entitled to immediate possession of the I-Way Leased Vehicles and the New Tires under the Collateral Management Order and the I-Way Leases because of the ongoing defaults.<sup>30</sup> The I-Way Lessees have no right to retain the I-Way Leased Vehicles or the New Tires, regardless of any arguments asserted by the I-Way Lessees regarding “commercial expectations” or “set-off considerations”.<sup>31</sup> Delay continues to erode asset value and storage charges, undermining creditor recovery. The Manager will need to pay the invoices (including the cost of the New Tires) to secure the release of the I-Way Leased Vehicles.<sup>32</sup> The I-Way Parties’ do not address the removal of the New Tires in their responding materials.

26. The I-Way Turn-Over Order should be granted to uphold the stay against enforcement.<sup>33</sup> The I-Way Parties have engaged in self-help remedies by withholding the I-Way Leased Vehicles and replacing the New Tires to remedy “commercial expectations” and “set-off considerations”. This is contrary to the stay. Repossession orders have been granted in similar CCAA proceedings to enforce similar stays. In one such order, Justice Cavanagh stated that a repossession order upholds the stay by ensuring “an orderly proceeding and prevent[ing] creditors from exercising self-help remedies such as seizing property. If [a] stay is not rigorously enforced, the purpose of the stay of proceedings—to ensure an orderly proceeding under court supervision—would be undermined” (emphasis added).<sup>34</sup>

27. The Court has jurisdiction to grant the I-Way Turn-Over Order. A judge overseeing a CCAA proceeding has broad discretion to achieve the objectives of the CCAA and make “any order that it

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<sup>30</sup> *Pride Group Holdings Inc et al (Turn-over Order Endorsement)* at para 24; *SCMO Endorsement* at para 8; See the Court’s analysis of conversion and detinue as torts committed where a third party retains property without right and the remedies of repossession to the rightful owner in *Kew v. Konarski 2020 ONSC 4677* at para 23.

<sup>31</sup> *Pride Group Holdings Inc et al*, Responding Motion Record of the I-Way Lessees dated November 14, 2025, Affidavit of Balwant Singh Samra dated November 14, 2025 [I-Way Responding Materials], paragraph 2

<sup>32</sup> Second Report, para 5.21.

<sup>33</sup> *Collateral Management Order* at para 15.

<sup>34</sup> *World Wide Carriers Ltd. et al* (May 21, 2025), ONSC (Commercial List), Court File No. CV-25-00739519-00CL (Endorsement of Justice Steel) at para 29 – 30; *World Wide Carriers Ltd. et al* (June 4, 2025), ONSC (Commercial

considers appropriate in the circumstances".<sup>35</sup> The exercise of this Court's discretion under section 11 of the CCAA will be appropriate where it "further[s] the remedial objectives of the CCAA and be guided by the baseline considerations of appropriateness, good faith, and due diligence".<sup>36</sup>

28. The I-Way Turn-Over Order is necessary and appropriate in the circumstances.

**B. The Manager's Costs Should be Awarded**

29. The Manager's costs related to seeking the I-Way Turn-Over Order should also be awarded against the I-Way Parties.

30. Costs presumptively follow the event unless there is good reason to award costs,<sup>37</sup> such as misconduct, miscarriage of procedure, or oppressive or vexatious conduct.<sup>38</sup> Courts will similarly award costs in such circumstances in CCAA proceedings.<sup>39</sup>

31. The Motion was necessary because of the unreasonable, obstructive, and uncooperative conduct of the I-Way Parties and was brought only following the exhaustive efforts of the Manager to try and reach a consensual resolution.<sup>40</sup>

**C. The Reports, Activities and Fees Should be Approved**

32. This Court has held that there are good policy and practical reasons for approving a court officer's reports and activities, including that such Court approval:

(a) allows the court officer to move forward with next steps in the proceeding;

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List), Court File No. CV-25-00739519-00CL (Endorsement of Justice Steele) at para 12 – 21; see also *Bank of Montreal v World Wide Carriers Ltd. et al*, Endorsement of Justice Cavanagh dated March 14, 2025 [BK-25-03194502-0032], para 10.

<sup>35</sup> *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 s. 11 [[CCAA](#)]

<sup>36</sup> *269354-9186 Québec Inc. v. Callidus Capital Corp*, [2020 SCC 10](#) at para [48](#), [49](#), [67](#), [70](#) [*Callidus*]; *Century Services Inc v. Canada (Attorney General)*, [2010 SCC 60](#) at paras [59](#) [*Century Services*].

<sup>37</sup> *Yelda v. Vu*, [2013 ONSC 5903](#), at para. [11](#).

<sup>38</sup> *1318706 Ontario Ltd. v. Niagara (Municipality)*, [2005 CanLII 16071](#) (ON CA), at para. [50](#).

<sup>39</sup> *Urbancorp Toronto Management Inc. (Re)*, [2019 ONCA 757](#), at para [82](#).

<sup>40</sup> *Ontario Federation of Anglers and Hunters v. Ontario*, [2015 ONSC 7969](#), at para. [33](#).

- (b) brings the court officer's activities before the court;
- (c) allows an opportunity for concerns of the stakeholders to be addressed, and any problems to be rectified;
- (d) enables the Court to satisfy itself that the court officer's activities have been conducted in prudent and diligent manners;
- (e) provides protection for the court officer not otherwise provided by the CCAA; and
- (f) protects the creditors from the delay and distribution that would be caused by (i) re-litigation of steps taken to date and (ii) potential indemnity claims by the court officer.<sup>41</sup>

33. Approval of the Reports and activities is appropriate in the circumstances. The Reports detail the specific activities taken by the Manager since its appointment more than a year ago. The approval sought is not a general approval of the Manager's activities, but approval of the specific activities taken by the Manager, all of which are detailed in the Reports.<sup>42</sup> No adverse comment has been received on the Manager's activities for which approval is sought. Accordingly, the Reports and the activities set out therein should be approved.

34. Paragraph 24 of the Collateral Management Order requires the Manager and its counsel to pass their accounts from time to time.<sup>43</sup>

35. The Collateral Management Order provides that the Manager and counsel to the Manager shall be paid their reasonable fees and disbursements in each case at their standard rates and charges unless otherwise ordered by the Court.<sup>44</sup> The Manager is unaware of any objections.

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<sup>41</sup> *Target Canada Co. (Re)*, [2015 ONSC 7574](#), at para 23; *Laurentian University of Sudbury*, [2022 ONSC 2927](#) (May 18, 2022) ONSC (Commercial List) CV-21-656040-00CL (Endorsement) (Morawetz CJ) at paras 13-14.

<sup>42</sup> Second Report at para 8.0.

<sup>43</sup> [Collateral Management Order](#) at para 24.

<sup>44</sup> [Collateral Management Order](#) at para 23.

36. The overarching test for assessing the fees and disbursements of a court-appointed officer and its counsel in a CCAA proceeding is whether they are “fair and reasonable” in all of the circumstances and are appropriate.<sup>45</sup> The factors to be considered include: (i) the nature, extent, and value of the assets being handled; (ii) the complications and difficulties encountered; (iii) the time spent; (iv) the court-officer’s knowledge, experience, and skill; (v) the diligence and thoroughness displayed; (vi) the responsibilities assumed; and (vii) the results of the court-officer’s efforts.<sup>46</sup>

37. Consideration of each of these factors supports the approval of the fees and expenses of the Manager and its counsel. Among other things, the Manager and its counsel have undertaken extensive efforts to take possession of and realize upon the Management Property in accordance with its Court-ordered mandate.<sup>47</sup>

#### **PART V - ORDERS REQUESTED**

38. For the reasons set out above, the Manager requests that this Court grant the I-Way Turn-Over Order and the Ancillary Order, substantially in the forms included at Tabs 4 and 5 of its Motion Record.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 18<sup>th</sup> day of November, 2025.

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<sup>45</sup> *Triple-J Capital Partners Limited v. 12411300 Canada Inc*, [2023 ONSC 3400](#) at para 26.

<sup>46</sup> *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#) at paras 33-36, quoting *Belyea v. Federal Business Development Bank* (1983), [44 NBR \(2d\) 248 \(CA\)](#) at para 9; *Nortel Networks Corp., Re*, [2017 ONSC 673](#) at para 13-14 (noting that the same factors apply to review of a Monitor’s accounts); *Nordstrom Canada Retail, Inc.*, [2023 ONSC 4199](#) at para 24.

<sup>47</sup> Second Report at para 4.0 and 8.0.

*Cassels*

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Lawyers for Alvarez & Marsal Canada Inc.,  
Court-Appointed Manager

## SCHEDULE “A” APPLICANTS

### A. APPLICANTS

#### **Operating Entities**

##### *Canadian Operating Entities*

- PRIDE TRUCK SALES LTD.
- TPINE TRUCK RENTAL INC.
- PRIDE GROUP LOGISTICS LTD.
- PRIDE GROUP LOGISTICS INTERNATIONAL LTD.
- TPINE LEASING CAPITAL CORPORATION
- DIXIE TRUCK PARTS INC.
- PRIDE FLEET SOLUTIONS INC.
- TPINE FINANCIAL SERVICES INC.
- PRIDE GROUP EV SALES LTD.

##### *U.S. Operating Entities*

- TPINE RENTAL USA, INC.
- PRIDE GROUP LOGISTICS USA, CO.
- ARNOLD TRANSPORTATION SERVICES, INC.
- DIXIE TRUCK PARTS INC.
- TPINE FINANCIAL SERVICES CORP.
- PARKER TRANSPORT CO.
- PRIDE FLEET SOLUTIONS USA INC.

#### **Real Estate Holding Companies**

##### *Canadian Real Estate Holding Companies*

- 2029909 ONTARIO INC.
- 2076401 ONTARIO INC.
- 1450 MEYERSIDE HOLDING INC.
- 933 HELENA HOLDINGS INC.
- 30530 MATSQUI ABBOTSFORD HOLDING INC.
- 2863283 ONTARIO INC.
- 2837229 ONTARIO INC.
- 2108184 ALBERTA LTD.
- 12944154 CANADA INC.
- 13184633 CANADA INC.
- 13761983 CANADA INC.
- 102098416 SASKATCHEWAN LTD.
- 177A STREET SURREY HOLDING INC.
- 52 STREET EDMONTON HOLDING INC.
- 84 ST SE CALGARY HOLDINGS INC.
- 68TH STREET SASKATOON HOLDING INC.
- 3000 PITFIELD HOLDING INC.
- BLOCK 6 HOLDING INC.

*U.S. Real Estate Holding Companies*

- PGED HOLDING, CORP.
- HIGH PRAIRIE TEXAS HOLDING CORP.
- 131 INDUSTRIAL BLVD HOLDING CORP.
- 59TH AVE PHOENIX HOLDING CORP.
- DI MILLER DRIVE BAKERSFIELD HOLDING CORP.
- FRONTAGE ROAD HOLDING CORP.
- ALEXIS INVESTMENTS, LLC
- TERNES DRIVE HOLDING CORP.
- VALLEY BOULEVARD FONTANA HOLDING CORP.
- HIGHWAY 46 MCFARLAND HOLDING CORP.
- TERMINAL ROAD HOLDING, CORP.
- BISHOP ROAD HOLDING CORP.
- OLD NATIONAL HIGHWAY HOLDING CORP.
- 11670 INTERSTATE HOLDING, CORP.
- 401 SOUTH MERIDIAN OKC HOLDING CORP.
- 8201 HWY 66 TULSA HOLDING CORP.
- EASTGATE MISSOURI HOLDING CORP.
- FRENCH CAMP HOLDING CORP.
- 87TH AVENUE MEDLEY FL HOLDING CORP.
- LOOP 820 FORT WORTH HOLDING CORP.
- 162 ROUTE ROAD TROY HOLDING CORP.
- CRESCENTVILLE ROAD CINCINNATI HOLDING CORP.
- MANHEIM ROAD HOLDING CORP.
- 13TH STREET POMPANO BEACH FL HOLDING CORP.
- EAST BRUNDAGE LANE BAKERSFIELD HOLDING CORP.
- CORRINGTON MISSOURI HOLDING CORP.
- 963 SWEETWATER HOLDING CORP.
- OAKMONT DRIVE IN HOLDING CORP.

**Other Holding Companies**

*Other Canadian Holding Companies*

- 2692293 ONTARIO LTD.
- 2043002 ONTARIO INC.
- PRIDE GROUP HOLDINGS INC.
- 2554193 ONTARIO INC.
- 2554194 ONTARIO INC.
- PRIDE GROUP REAL ESTATE HOLDINGS INC.
- 1000089137 ONTARIO INC.

*Other U.S. Holding Companies*

- COASTLINE HOLDINGS, CORP.
- PARKER GLOBAL ENTERPRISES, INC.
- DVP HOLDINGS, CORP.

**B. LIMITED PARTNERSHIPS**

*U.S. Limited Partnerships*

- PRIDE TRUCK SALES L.P.

- TPINE LEASING CAPITAL L.P.
- SWEET HOME HOSPITALITY L.P.

### **C. ADDITIONAL STAY PARTIES**

*Canadian Additional Stay Parties*

- 2500819 ONTARIO INC.

*U.S. and Other Additional Stay Parties*

- PERGOLA HOLDINGS, CORP.

**SCHEDULE “B”**  
**LIST OF AUTHORITIES**

**Legislation**

1. [Companies' Creditors Arrangement Act](#), R.S.C. 1985, c. C-36 s. 11.

**Orders and Endorsements**

2. *Laurentian University of Sudbury*, [2022 ONSC 2927](#) (May 18, 2022) ONSC (Commercial List) CV-21-656040-00CL (Endorsement) (Morawetz CJ).
3. *Bank of Montreal v World Wide Carriers Ltd. et al*, Endorsement of Justice Cavanagh dated March 14, 2025 BK-25-03194502-0032.
4. *Ontario Federation of Anglers and Hunters v. Ontario*, [2015 ONSC 7969](#), at para. [33](#).
5. *Nordstrom Canada Retail, Inc.*, [2023 ONSC 4199](#).
6. *Nortel Networks Corp., Re*, [2017 ONSC 673](#).
7. *Pride Group Holdings Inc et al.* (March 27, 2024) ONSC (Commercial List), Court File No. CV-24-00717340-00CL [*Pride Group Holdings Inc et al*] ([Initial Order](#)).
8. *Pride Group Holdings Inc et al.* (October 10, 2024) ([re Wind-Down, Liquidity Contribution Alternative and Turn-Over](#)).
9. *Pride Group Holdings Inc et al.* (October 17, 2024) ([Syndicate Collateral Management Order](#)).
10. *Pride Group Holdings Inc et al.* (October 19, 2024) ([Turn-over Order Endorsement](#)).
11. *Pride Group Holdings Inc et al.* (October 19, 2024) ([SCMO Endorsement](#)).
12. *Pride Group Holdings Inc et al.* (November 1, 2024) ([Amended Syndicate Collateral Management Order](#)).
13. *Pride Group Holdings Inc et al.* (November 1, 2024) ([ASCMO Endorsement](#)).
14. *Pride Group Holdings Inc et al.* (February 4, 2025) ([Second Amended Syndicate Collateral Management Order](#)).
15. *Target Canada Co. (Re)*, [2015 ONSC 7574](#).
16. *Triple-I Capital Partners Limited v. 12411300 Canada Inc*, [2023 ONSC 3400](#).
17. *World Wide Carriers Ltd. et al* (May 21, 2025), ONSC (Commercial List), Court File No. CV-25-00739519-00CL (Endorsement of Justice Steel).
18. *World Wide Carriers Ltd. et al* (June 4, 2025), ONSC (Commercial List), Court File No. CV-25-00739519-00CL (Endorsement of Justice Steele).

**Jurisprudence**

19. *1318706 Ontario Ltd. v. Niagara (Municipality)*, [2005 CanLII 16071](#) (ON CA), at para. [50](#).
20. *269354-9186 Québec Inc. V. Callidus Capital Corp.*, [2020 SCC 10](#).
21. *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#).

22. *Belyea v. Federal Business Development Bank*, [1983 CanLII 4086 \(NB CA\)](#), 44 NBR (2d) 248 (CA).
23. *Century Services Inc v. Canada (Attorney General)*, [2010 SCC 60](#).
24. *Kew v. Konarski* [2020 ONSC 4677](#).
25. *Urbancorp Toronto Management Inc. (Re)*, [2019 ONCA 757](#), at para [82](#).
26. *Yelda v. Vu*, [2013 ONSC 5903](#), at para. [11](#).

I certify that I am satisfied as to the authenticity of every authority cited in this factum:

Date: November 18, 2025



Matteo Clarkson-Maciel

**SCHEDULE “C”  
TEXT OF STATUTES, REGULATIONS & BY - LAWS**

***Companies' Creditors Arrangement Act, R.S.C. 1985, c C-36***

**General Power of Court**

11 Despite anything in the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **PRIDE GROUP HOLDINGS INC.** AND THOSE APPLICANTS LISTED ON SCHEDULE "A" HERETO (EACH, AN "APPLICANT", AND COLLECTIVELY, THE "APPLICANTS")

Court File No. CV-24-00717340-00CL

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

Proceeding commenced at Toronto

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