

**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
(Omnibus Default Judgment Order & Manager's Second Ancillary Order)**

June 12, 2026

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Appointed Manager

TO: THE SERVICE LIST

PART I - OVERVIEW

1. Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed manager (the “**Manager**”), seeks the following Orders, each substantially in the forms included at Tabs 3 and 4 of the Manager’s Motion Record dated June 10, 2026:

- (a) an Order (the “**Omnibus Default Judgment Order**”), *inter alia*, (i) granting omnibus default judgment in favour of the Manager as against certain Undefending Defaulting Obligors (as defined below) pursuant to an Order granted by this Court on January 13, 2026 (the “**Collection Plan Order**”), including a direction that the registrar sign, issue, and enter individual default judgments as against each Undefending Defaulting Obligor, (ii) striking certain Notices of Dispute delivered by Sohang Transportation Ltd. (“**Sohang**”) and deeming Sohang an Undefending Defaulting Obligor, and (iii) permitting the Manager to serve garnishment notices on the corporate offices of financial institutions; and
- (b) an Order in respect of the Manager’s fees and activities (the “**Second Manager Ancillary Order**”), which, among other things: (i) approves the Third Report of the Manager dated November 10, 2025 (the “**Third Report**”) and the Fourth Report of the Manager dated January 10, 2026, (the “**Fourth Report**”) and together with the Third 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 (“**Cassels**”), as set out in the Fourth Report.

PART II - FACTS

2. The facts underlying 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, Pride Group Holdings Inc. and those entities listed as “Applicants” in Schedule “A” hereto (collectively, the “**Applicants**”, and together with the limited partnerships the “**Pride Entities**”) 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.¹

4. On October 10, 2024, this Court granted an Order (as amended from time to time, the “**Recourse Lender Turn-Over Order**”) providing for, *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.²

5. On October 17, 2024,³ the Court granted an Order (as amended on November 1, 2024,⁴ and February 4, 2025, the “**Collateral Management Order**”) appointing the Manager over the Management Property (as defined in the Collateral Management Order) of the Pride Entities 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 and RBC Bilat.⁵

6. Since its appointment, the Manager has faced significant challenges realizing on certain of the Management Property. While the Manager has sought to address repeated defaults by certain lessees, co-lessees, indemnitors, guarantors, or other obligors (each an “**Obligor**”) in respect of payments owing under

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

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

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

⁴ *Pride Group Holdings Inc et al* (November 1, 2024), ([Amended Syndicate Collateral Management Order](#)) *Pride Group Holdings Inc et al* (November 1, 2024), ([ASC MO Endorsement](#)).

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

the leases (the “**Defaulting Obligors**”), the Defaulting Obligors have continued to evade efforts to obtain payment or repossession of the Equipment.

7. On January 13, 2026, the Court granted the Manager’s Collection Plan Order, which established a protocol (the “**Collection Plan**”) for, among other things, (i) resolving disputes with lessees and other Defaulting Obligors regarding amounts payable under leases and other instruments transitioned to the Manager as assignee of TPine Leasing Capital Corporation (“**TLCC**”), and (ii) a process for obtaining default judgment as described below.⁶

8. Pursuant to the Collection Plan Order, on February 26, 2026, the Manager issued a claims package to each Defaulting Obligor reflecting amounts owing as at December 31, 2025. The claims package contained, among other things, a copy of the Collection Plan Order, a Claim setting out the amounts owing and relief sought, the applicable Settlement Offer, and a Notice of Dispute form (the “**Claims Package**”).⁷

9. The Manager also caused the Notice to Defaulting Obligors to be published in Truck News and posted the Collection Plan Order, Notice to Defaulting Obligors, instruction letter, and blank form of Notice of Dispute on the Manager’s website.⁸

10. Paragraphs 47 and 48 of the Collection Plan Order provide that any Defaulting Obligor that fails to either submit a Notice of Dispute to the Manager or conclude a Settlement with the Manager by the prescribed Response Deadline (each an “**Undefending Defaulting Obligor**”) shall be deemed to be in default and to admit to the truth of the allegations made against them in the applicable Claim, including the amounts owing by them.⁹

⁶ Motion Record of Alvarez & Marsal Canada Inc. dated June 10, 2026, Tab 2 [*Manager’s Motion Record*], Fourth Report of the Manager, Alvarez & Marsal Canada Inc. at paras 1.7 and 4.3 [*Fourth Report*].

⁷ Fourth Report at para 4.5.

⁸ Fourth Report at para 4.5.

⁹ *Pride Group Holdings et al* (January 13, 2026), ([Collection Plan Order](#)) [*Collection Plan Order*].

11. Further, paragraph 49 of the Collection Plan Order provides that the Manager shall be entitled to seek omnibus default judgment against the Undefending Defaulting Obligors in the amounts set out in the Undefended Claims.¹⁰

B. The Undefending Defaulting Obligors Fail to Deliver Notices of Dispute

12. As at the date of the Manager's Fourth Report, 58 days have elapsed since the Response Deadline for the Initial Claims Packages. Defaulting Obligors related to approximately 125 Leases failed to either conclude a settlement or submit a Notice of Dispute by the Response Deadline. Additional Defaulting Obligors submitted Notices of Dispute after the Response Deadline; the Manager accepted the late filing of these Notices of Dispute, which are currently being evaluated.¹¹

13. The Manager seeks Default Judgment against Undefending Defaulting Obligors listed in Schedule "B" to the proposed Omnibus Default Judgment Order, each of which (with the exception of Sohang) failed to respond to the applicable Claim.¹²

C. Sohang Delivers Notices of Dispute But Fails to Comply with the Collection Plan Order

14. The Manager has nine separate Claims against Sohang, involving nine Leases and 26 vehicles. In response to each of the Claims, Sohang has delivered Notices of Dispute. However, Sohang has failed to return certain of the Equipment as required by the Collection Plan Order in respect of eight Leases (and under the corresponding eight Claims).¹³

¹⁰ [Collection Plan Order](#) at para 49.

¹¹ Fourth Report at para 4.17.

¹² Manager's Motion Record, Tab 3.

¹³ Fourth Report at para 4.23.

15. Specifically, Sohang breached paragraph 24 of the Collection Plan Order, which requires each Defaulting Obligor to turn over to the Manager any Equipment that is the subject of a Lease by no later than 10 days after the Response Deadline if no settlement is reached.¹⁴

16. Among other correspondence, on May 1, 2026, and May 29, 2026, Cassels sent letters on behalf of the Manager to Sohang's counsel regarding its obligation to return the Equipment. In the May 29, 2026 correspondence, Cassels specifically advised that the Manager may seek to strike Sohang's Notices of Dispute in respect of any Equipment not returned in accordance with the Collection Plan Order.¹⁵

17. Despite the foregoing, with the exception of three units that have been returned to the Manager, Sohang has neither returned nor cooperated with the Manager to effect the return of the Equipment. In its Notices of Dispute, Sohang admits that most of the Equipment is either in "Sohang's possession" or at "Sohang's Regina Yard" (13 units). In respect of the remaining Equipment, (i) Sohang has failed to remit to the Manager insurance proceeds in connection with the apparent loss or destruction of Equipment (seven units), or (ii) Sohang claims to have returned the Equipment following the commencement of the CCAA Proceedings, but has provided no evidence to the Manager of such return (two units).¹⁶

18. In that context, the Manager seeks to strike eight of the nine Notices of Dispute delivered by Sohang. In respect of the ninth Notice of Dispute (which responds to Claim 35342) Sohang claims that the Equipment at issue was returned prior to the commencement of the CCAA Proceedings. The Manager is reviewing this claim and, as a result, is not seeking to strike the corresponding Notice of Dispute without prejudice to its right to do so following its review, as may be appropriate.¹⁷

¹⁴ Fourth Report at para 4.24.

¹⁵ Fourth Report at para 4.25, Appendix "E".

¹⁶ Fourth Report at para 4.26.

¹⁷ Fourth Report at paras 4.27 – 4.28.

D. Manager's Fees and Activities

19. The Manager is also seeking the Second Manager Ancillary Order for the approval of the Manager's fees and activities, and the fees of its Canadian counsel. The Fourth Report attaches affidavits from representatives of the Manager and its legal counsel that include each account (redacted in certain limited instances to protect 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.¹⁸

20. The fees and disbursements of the Manager from September 14, 2025, to April 30, 2026, total \$2,059,863.26.¹⁹ The fees and disbursements of the Manager's Canadian legal counsel from October 1, 2025, to April 30, 2026, total \$1,755,175.99.²⁰

PART III - ISSUES

21. This Court must determine whether it is appropriate to:

- (a) grant the Omnibus Default Judgment Order as contemplated in the Collection Plan Order and grant related relief; and
- (b) grant the Manager's Second Ancillary Order approving the Reports and the activities of the Manager and the fees and disbursements of the Manager and its counsel.

22. For the reasons set out below, the Manager submits that the granting of the requested Orders is consistent with the prior orders of this Court and the purposes of the CCAA.

¹⁸ Fourth Report at paras 7.2 – 7.3, Appendices “F” and “G”.

¹⁹ Fourth Report at para 7.2.

²⁰ Fourth Report at para 7.3.

PART IV - LAW AND ARGUMENT

A. THE OMNIBUS DEFAULT JUDGMENT ORDER SHOULD BE GRANTED

23. The Collection Plan Order and the Omnibus Default Judgment Order reflect a primary tenet of the CCAA: the timely, efficient, and impartial resolution of a debtor's insolvency.²¹

24. Courts have held that "CCAA proceedings are structured to avoid contractual disputes consuming inordinate amounts of time and money, which could impede successful resolution of the CCAA proceedings."²² Courts regularly direct that issues be adjudicated in a summary fashion when brought before the court in the context of a broader CCAA.²³

25. The Collection Plan Order provides for the Manager to return to Court to seek default judgment against the Undefending Defaulting Obligors.²⁴ Of the Undefending Defaulting Obligors, approximately 70 lessees (in addition to related guarantors, indemnitors and co-lessees) related to approximately 125 Leases have failed to respond to the Claims despite being served with Claims Packages and notified of the Response Deadline in accordance with the Collection Plan Order.²⁵

26. As set out in the Fourth Report, the Manager effected service of the Claims in the manner prescribed by the Collection Plan Order by delivering a claims package containing the applicable Claim, the Settlement Offer, the Instruction letter, the Collection Plan Order, and a blank form Notice of Dispute (each a "**Claims Package**") to the address last shown on the books and records of the Pride Entities for each Defaulting Obligor.²⁶

²¹ *Edward Collins Contracting Limited (Re)*, [2024 NLSC 83](#) at para [46](#) [*Edward Collins*].

²² *Edward Collins* at para [49](#).

²³ See for example *Mercy Falls BC Inc (Re)*, [2025 BCSC 2492](#) at para [35](#).

²⁴ [Collection Plan Order](#).

²⁵ Fourth Report at para 4.6, Appendix "D".

²⁶ Fourth Report at para 4.5.

27. Additionally, the Manager has done the following to give the Defaulting Obligors notice of the Collection Plan:²⁷

- (a) publishing the Notice to the Defaulting Obligors in *Today's Trucking* (a print magazine);
- (b) publishing the Notice to the Defaulting Obligors on trucknews.com; and
- (c) publishing information regarding the Collection Plan on the Manager's website, which includes copies of the Publication Notice in both Punjabi and English, and the blank form Notice of Dispute.²⁸

28. It is necessary for the Manager to seek default judgment in order to advance its mandate. Through its own direct efforts and through its agent, IFT, the Manager has exhausted all available options to recover the amounts owing under the Defaulted Leases and/or recover the property relating to the Defaulted Leases.

29. The Manager has complied with all requirements under the Collection Plan Order and is specifically permitted to return to Court to obtain the omnibus default judgment contemplated by that order. In this respect, the propriety of the omnibus default judgment was already considered and approved by this Court when it granted the Collection Plan Order. No party has sought to appeal that order.

30. The proposed Omnibus Default Judgment Order is straightforward in nature and reflects liquidated amounts owing under the Defaulted Leases.²⁹ Rule 19.04(1) of the *Rules of Civil Procedure* (the "**Rules**")³⁰ expressly provides that a default judgment may be required by the plaintiff in such circumstances:

19.04 (1) Where a defendant has been noted in default, the plaintiff may require the registrar to sign judgment against the defendant in respect of a claim for,

²⁷ Fourth Report at para 4.5.

²⁸ Fourth Report at para 4.5.

²⁹ Such amounts include damages reflecting the "Arrears Outstanding under Subject Lease" and the "Accelerated Obligations owing under the Subject Lease" as stated, respectively, in the Schedule "B" to each of the Claims less any proceeds received by the Manager.

³⁰ *Rules of Civil Procedure*, [RRO 1990, Reg. 194](#), r [19.04\(1\)](#) [Rules].

(a) a debt or liquidated demand in money, including interest if claimed in the statement of claim

31. The permission in Rule 19.04(1) is buttressed by the Collection Plan Order, which specifically contemplates that an omnibus default judgment should be issued in the circumstances. Because the Collection Plan Order directs that default judgments be addressed in the aggregate, it is not practical for the Manager to engage directly with the registrar in respect of the default of each Undefending Defaulting Obligor (nor would it be efficient to do so).

32. The proposed form of Omnibus Default Judgment Order and the related individual judgments to be signed by the registrar contain enforcement provisions that reflect the flexibility offered under the CCAA and the Collection Plan Order.

33. The form of proposed judgement (attached to the proposed Omnibus Default Judgement Order at Schedule “B”) is standard in form, save for limited modifications necessary for this proceeding. The judgment sets forth the amounts owed, the legal fees provided for the Collection Plan Order, and the default interest rate.³¹ In addition, the proposed judgment directs that it may, by any land registry or equivalent office in Canada, be registered on title to any real property owned in whole or in part by the Undefending Defaulting Obligor.

34. Paragraph 6 of the proposed form of judgment permits the Manager to serve notices of garnishment upon the head office of the garnishee where the garnishee is a financial institution.³² In addition to the discretion afforded under the CCAA, this Court has a discretion under Rule 60.08(16) to, among other things, “determine any other matter in relation to a notice of garnishment”.³³ The Manager submits that this proposed order is also consistent with the flexibility of the CCAA and will permit the Manager to discharge its mandate efficiently.

³¹ Manager’s Motion Record, Tab 3.

³² Manager’s Motion Record, Tab 3.

³³ Rules, r [60.08\(16\)\(d\)](#).

35. The ability to deliver notices of garnishment to the head offices of financial institutions is a practical requirement to ensure enforcement is efficient. Otherwise, the Manager may be required to undertake judgment-debtor examinations to determine the specific branch at which each Undefending Defaulting Obligor maintains an account. Such a process would be unwieldy, inflexible, and inefficient.

Striking the Notices of Dispute delivered by Sohang and Granting Default Judgment

36. It is appropriate to strike eight of the nine Notices of Dispute delivered by Sohang and to grant default judgment against Sohang in respect of the corresponding Claims due to its chronic failure to comply with the Collection Plan Order.

37. More particularly, Sohang has failed to turn over certain Equipment or cooperate with the Manager to effect the return of certain Equipment in connection with Claims numbers 39391, 39607, 41157, 41386, 41751, 41944, 41945, and 41946 as required by the Collection Plan Order.³⁴

38. Paragraph 24 of the Collection Plan Order states:

Subject to the terms of any settlement concluded on the terms set out in the applicable Settlement Offer, or as otherwise agreed by the Manager, in its sole and absolute discretion, each Defaulting Obligor that is in the possession of any Equipment that is the subject of a Lease shall, no later than ten (10) days after the Response Deadline, turn-over to the Manager such Equipment by (i) delivering the Equipment to the Manager, and providing the Manager with access to the Equipment, unloaded and empty of third party goods, at a location determined by the Manager in its discretion, (ii) providing the Manager with all copies of Related Items, and (iii) providing the Manager with such other assistance as the Manager may reasonably request to facilitate the turn-over of the Equipment and Related Items.³⁵

39. The purpose of paragraph 24 was to prohibit the inequitable outcome where a Defaulting Obligor continues to have the benefit of the Equipment while refusing to pay for such benefit. Here, Sohang failed to comply with paragraph 24 and remains in possession or control of certain Equipment or insurance proceeds in connection with Equipment that ought to have been turned over to the Manager no later than

³⁴ Fourth Report at paras 4.26 – 4.27, Appendix “B”.

³⁵ [Collection Plan Order](#) at para 24.

10 days after the Response Deadline.

- (a) Sohang specifically admits to being in possession of thirteen (13) units in its Notices of Dispute³⁶;
- (b) In seven (7) other instances, Sohang has failed to remit to the Manager the insurance proceeds in connection with the apparent loss or destruction of certain Equipment; and
- (c) in two (2) instances has provided no evidence to the Manager that certain Equipment was turned over after the commencement of this proceeding.³⁷

40. The above conduct reflects a pattern of non-compliance with the letter and spirit of paragraph 24 of the Collection Plan Order. The Notices of Dispute delivered by Sohang may be struck pursuant to Rule 60.12(b), which provides that “[w]here a party fails to comply with an interlocutory order, the court may, in addition to any other sanction provided by these rules...strike out the party’s defence...”³⁸ In the context of the Collection Plan, a Notice of Dispute is analogous to a defence.

41. In addition to the above jurisdiction, which is grounded in the Rules, the Court may also exercise its jurisdiction under section 11 of the CCAA and/or its inherent jurisdiction as appropriate.³⁹ Sohang was given straightforward instructions on how to comply with paragraph 24 of the Collection Plan Order. In addition to the clear wording and various return methods set out in paragraph 24, the Instruction Letter included in each Claims Package listed a number of locations across the country at which Equipment could be returned to the Manager.⁴⁰ Furthermore, the Manager, without waiving any of its rights, cautioned Sohang in writing on May 1 and 29, 2026, and provided additional time before enforcing on the turnover obligations prescribed in paragraph 24 of the Collection Plan Order.⁴¹ As such, Sohang had a reasonable

³⁶ Fourth Report at para 4.26, Appendix “B”.

³⁷ Fourth Report at para 4.26.

³⁸ Rules, r [60.12\(b\)](#).

³⁹ *Companies’ Creditors Arrangement Act*, [RSC 1985, c. C-36](#), s [11](#).

⁴⁰ [Collection Plan Order](#), Schedule “B”.

⁴¹ Fourth Report at para 4.25, Appendix “E”.

opportunity to cure its breaches, which are material, clear, and unequivocal; in such circumstances, Courts have held that it is appropriate to strike a pleading.⁴²

42. While Sohang's repeated non-compliance with the Collection Plan Order is flagrant, the Manager is seeking the more measured remedy of striking the Notices of Dispute rather than seeking a contempt order as against Sohang, at this time.

43. In the interest of allowing the Manager to discharge its mandate in a timely and efficient manner, the Manager respectfully submits that default judgment should be granted against Sohang concurrently with the striking of the applicable Notices of Dispute.

B. THE REPORTS, ACTIVITIES AND FEES SHOULD BE APPROVED

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

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

⁴² *Advanced Farm Technologies-JA v Yung Soon Farm Inc*, [2021 ONCA 569](#) at para [10](#); see also *10313033 Canada Inc v Kechichian*, [2021 ONSC 7606](#).

- (f) protects the creditors from the delay and distribution that would be caused by re-litigation of steps taken to date and potential indemnity claims by the court officer.⁴³

45. Approval of the Reports and activities is appropriate in the circumstances. The Reports detail the specific activities taken by the Manager since its appointment. The approval sought is not a general approval of the Manager's activities, but rather approval of the specific activities by the Manager which are detailed in the Reports.⁴⁴ 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.

46. Paragraph 24 of the Collateral Management Order requires the Manager and its counsel to pass their accounts from time to time.⁴⁵

47. The Collateral Management Order provides that the Manager and its counsel shall be paid their reasonable fees and disbursements in each case at their standard rates and charges unless otherwise ordered by the Court.⁴⁶ The Manager is unaware of any objections.

48. 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.⁴⁷ 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.⁴⁸

⁴³ *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.

⁴⁴ Fourth Report at para 8.1.

⁴⁵ [Collateral Management Order](#) at para 24.

⁴⁶ [Collateral Management Order](#) at para 23.

⁴⁷ *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, [2023 ONSC 3400](#) at para [26](#).

⁴⁸ *Bank of Nova Scotia v Diemer*, [2014 ONCA 851](#) at paras [33-36](#), quoting *Belyea v Federal Business Development Bank* (1983), [1983 CanLII 4086](#) (NBCA) 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](#).

49. Consideration of each of these factors supports the approval of the fees and expenses of the Manager and its counsel.

PART V - ORDERS REQUESTED

50. For the reasons set out above, the Manager requests that this Court grant the Omnibus Default Judgment Order and the Manager's Second Ancillary Order substantially in the forms included at Tabs 3 and 4 of its Motion Record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 12th day of June, 2026.

The logo for Cassels, featuring the word "Cassels" in a blue, cursive script font.

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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**

Orders and Endorsements

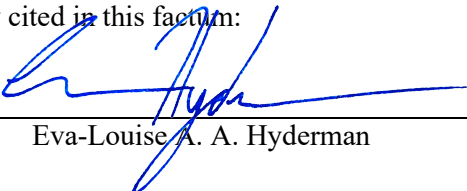
1. *Pride Group Holdings Inc et al.* (March 27, 2024) ONSC (Commercial List), Court File No. CV-24-00717340-00CL [*Pride Group Holdings Inc et al*] ([Initial Order](#))
2. *Pride Group Holdings Inc et al.* (October 10, 2024) ([Order re Wind-Down, Liquidity Contribution Alternative and Turn-Over](#))
3. *Pride Group Holdings Inc et al.* (October 17, 2024) ([Syndicate Collateral Management Order](#))
4. *Pride Group Holdings Inc et al.* (October 19, 2024) ([Turn-over Order Endorsement](#))
5. *Pride Group Holdings Inc et al.* (October 19, 2024) ([SCMO Endorsement](#))
6. *Pride Group Holdings Inc et al.* (November 1, 2024) ([Amended Syndicate Collateral Management Order](#))
7. *Pride Group Holdings Inc et al.* (November 1, 2024) ([ASCMO Endorsement](#))
8. *Pride Group Holdings Inc et al.* (February 4, 2025) ([Second Amended Syndicate Collateral Management Order](#))
9. *Pride Group Holdings Inc et al.* (January 13, 2026) ([Collection Plan Order](#))

Jurisprudence

1. *10313033 Canada Inc v Kechichian*, [2021 ONSC 7606](#)
2. *Advanced Farm Technologies-JA v Yung Soon Farm Inc*, [2021 ONCA 569](#)
3. *Bank of Nova Scotia v Diemer*, [2014 ONCA 851](#)
4. *Belyea v Federal Business Development Bank*, [1983 CanLII 4086](#) (NBCA)
5. *Edward Collins Contracting Limited (Re)*, [2024 NLSC 83](#)
6. *Laurentian University of Sudbury*, [2022 ONSC 2927](#) (May 18, 2022) ONSC (Commercial List) CV-21-656040-00CL (Endorsement) (Morawetz CJ)
7. *Mercy Falls BC Inc (Re)*, [2025 BCSC 2492](#)
8. *Nortel Networks Corp., Re*, [2017 ONSC 673](#)
9. *Nordstrom Canada Retail, Inc.*, [2023 ONSC 4199](#)
10. *Target Canada Co. (Re)*, 2015 ONSC 7574
11. *Triple-I Capital Partners Limited v 12411300 Canada Inc*, [2023 ONSC 3400](#)

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

Date: June 12, 2026



Eva-Louise A. A. Hyderman

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.

Rules of Civil Procedure, [R.R.O. 1990, Reg. 194](#)

By Signing Default Judgment

Where Available

[19.04 \(1\)](#) Where a defendant has been noted in default, the plaintiff may require the registrar to sign judgment against the defendant in respect of a claim for,

- (a) a debt or liquidated demand in money, including interest if claimed in the statement of claim (Form 19A);
- (b) the recovery of possession of land (Form 19B);
- (c) the recovery of possession of personal property (Form 19C); or
- (d) foreclosure, sale or redemption of a mortgage (Forms 64B to 64D, 64G to 64K and 64M).

Garnishment Hearing

[60.08 \(16\)](#) On motion by a creditor, debtor, garnishee, co-owner of the debt or any other interested person, the court may,

- (a) where it is alleged that the debt of the garnishee to the debtor has been assigned or encumbered, order the assignee or encumbrancer to appear and state the nature and particulars of the claim;
- (b) determine the rights and liabilities of the garnishee, the debtor, any co-owner of the debt and any assignee or encumbrancer;
- (c) vary or suspend periodic payments under a notice of garnishment; or
- (d) determine any other matter in relation to a notice of garnishment,

and the court may proceed in a summary manner, but where the motion is made to an associate judge and raises a genuine issue of fact or of law, it shall be adjourned to be heard by a judge.

Failure to Comply with Interlocutory Order

[60.12](#) Where a party fails to comply with an interlocutory order, the court may, in addition to any other sanction provided by these rules,

- (a) stay the party's proceeding;
- (b) dismiss the party's proceeding or strike out the party's defence; or
- (c) make such other order as is just.

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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