ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

- and -

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

SECOND SUPPLEMENTARY MOTION RECORD OF THE PLAINTIFF VOLUME I

(Ex Parte Motion for Mareva Injunction and Norwich Order)

August 13, 2025

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Lawyers for the Plaintiff

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

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Defendants

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TAB 1

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR also known as BEN PILEVHR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

NOTICE OF MOTION (Comeback Hearing – *Mareva* Injunction and *Norwich* Order)

THE MOVING PARTY, London Valley IV Inc. ("**LV IV**") by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. ("**KSV**") will make a motion, to be heard by a judge of the Ontario Superior Court of Justice (Commercial List), on August 15, 2025 at 9:00am.

PROPOSED METHOD OF HEARING: The motion is to be heard:

In writing as an opposed motion under subrule 37.12.1(4);
In person;
By telephone conference;
By video conference: Zoom Meeting ID: 646 8330 2309 Passcode: 548152 https://ca01web.zoom.us/j/64683302309?pwd=hk4renYSbUXbUn41tPpZqSX8FIZNTI 1%20%27
/ IN 11 170/U70/1

In writing under subrule 37.12.1 (1) because it is made without notice;

THE MOTION IS FOR:

- an Order for the continuation of the Mareva Order (as defined herein) of the Honourable Madam Justice Dietrich dated August 7, 2025 on an interlocutory basis through to trial of this matter, or alternatively, an extension of the Mareva Order for a further ten days or such further period as is just pending a further comeback hearing;
- 2. an order that the costs of this Motion be paid by the Defendants to the Plaintiff on a scale as is just; and
- granting such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- 4. Pursuant to an Order of this Court issued March 6, 2025 (the "Receivership Order"), the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "Court") appointed KSV Restructuring Inc. ("KSV") as receiver and manager (in such capacity, and not in its personal, corporate or any other capacity, the "Receiver") of the assets, undertakings and personal property of, *inter alios*, London Valley IV Inc. ("LV IV"), and the proceeds thereof, including with respect to the LV IV Property (as defined below) and any assets or property held by LV IV in trust for any third party, pursuant to section 101 of the Courts of Justice Act (the "Receivership Proceedings").
- 5. The Receivership Proceedings were commenced by way of application brought by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "Kobayashi Group") over various property and companies.
 Members of the Kobayashi Group were investors in and co-owners (all such co-owners)

being referred to as "Co-Owners") of, *inter alia*, the LV IV Property (holding an approximately 72% undivided beneficial interest therein).

6. Since its appointment, the Receiver has used, and continues to use, its investigatory powers under the Receivership Order to investigate misconduct in the governance of LV IV for the benefit of stakeholders thereof including, *inter alia*, the Kobayashi Group and other co-owners of the LV IV Property.

THE LV IV PROPERTY

- 7. LV IV was previously the registered owner of the real property municipally known as 6211 Colonel Talbot Road, London, Ontario and legally described under PIN 08211-0150 (the "LV IV Property").
- 8. On February 5, 2025, the LV IV Property was sold and transferred for \$2 million.
- 9. At the time of the sale of the LV IV Property, the Defendant Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilevhr ("Pilehver") was a director of LV IV.
- 10. Upon the sale of the LV IV Property, proceeds of \$1,899,510.740 (the "Proceeds") were paid into the trust account of a lawyer named Parminder Hundal of the law firm Parminder Hundal Law Professional Corporation ("Hundal"), who acted as counsel to LV IV in the transaction.
- 11. In February and March 2025, prior to the Receiver's appointment, the Proceeds were disbursed at Pilehver's direction, including as follows:
 - (a) Per a written direction executed by Pilehver, Pilehver directed that the net proceeds of the sale be payable to the Defendants 2621598 Ontario Inc. doing business as Nali and

Associates ("Nali and Associates") and Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar ("Nali"), which resulted in the following disbursements totalling \$897,859.49:

- (i) By certified cheque dated February 6, 2025, \$817,859.49 of the Proceeds was paid from Hundal's trust account to Nali, which is believed to have been deposited into The Toronto-Dominion Bank account number 1929-6177612 held in the name of Mahtab Nali (the "Nali Bank Account"). Initially, a wire in this amount was evidently sent to "Mahtab Nali" with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through. Nali is believed to be Pilehver's spouse, although that has not been confirmed by the Receiver;
- (ii) By cheque dated February 18, 2025, a further \$80,800 was paid from Hundal's trust account to Nali and Associates, which the Receiver believes to be to the benefit of Nali and/or Pilehver;
- (b) Per a further written direction executed by Pilehver on February 10, 2025:
 - (i) On February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm which appears to have no connection to LV IV or the LV IV Property;
 - (ii) on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP which again appears to have no connection to LV IV or the LV IV Property;
- (c) payments totalling \$103,040.42 were paid to Hundal on February 10, 12, 20, and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000.42 appears to have no connection to LV IV or the LV IV Property; and

- (d) On March 5, 2025, one day prior to the Receivership Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP. On March 21, 2025, Blaney McMurtry LLP advised the Service List in the Receivership Proceedings that it has been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada Management Inc. ("TGP Canada") (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- 12. Pilehver, in his capacity as director of LV IV, breached his fiduciary and other legal obligations to LV IV by failing to comply with the co-ownership arrangements governing the LV IV Property. He wrongfully directed the sale of the LV IV Property, and then misappropriated the proceeds of sale therefrom by directing LV IV's counsel, Hundal, to disburse the foregoing proceeds as detailed in paragraph 11 above. There was no consideration nor valid business purpose for the proceeds of sale to have been disbursed in this regard.
- Pilehver profited and benefited from these breaches of his duties, as did Nali and Nali and Associates.
- 14. The applicable members of the Kobayashi Group, holding an approximately 72% undivided beneficial interest in the LV IV Property, did not have knowledge or give consent regarding the sale of the LV IV Property.
- 15. The sale of the LV IV Property was in contravention of co-ownership arrangements governing the LV IV Property which require that, *inter alia*, such property can only be sold if an ordinary resolution is passed by the applicable owners, and that net income from the financing, refinancing and sale of the LV IV Property is to be distributed. No such distribution occurred.

- 16. Based on the foregoing transactions and the surrounding circumstances, as further detailed in the Third Report of the Receiver dated August 1, 2025 (the "Third Report") and Supplement to the Third Report of the Receiver dated August 5, 2025 (the "Supplement to the Third Report"), the Receiver believes that the proceeds from the sale of the LV IV Property were improperly paid to directly or indirectly benefit the Defendants.
- 17. The Receiver commenced this action to seek the *Mareva* Injunction and *Norwich* Order which is the subject of the within motion, and to claim additional relief, including, a constructive trust, equitable lien and/or damages in the amount of \$1,071,551.06, and such additional amounts as may be particularized prior to trial, for:
 - (a) with respect to Pilevhver, fraud, breach of fiduciary duty, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
 - (b) with respect to Nali and Nali and Associates, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
- 18. By virtue of the facts set out in the Third Report and Supplement to the Third Report, the Plaintiff has a strong *prima facie* case against the Defendants.
- 19. Pilehver and Nali are Ontario residents. Nali and Associates is a corporation incorporated in Ontario. In addition, there are grounds for believing that the Defendants have assets in Ontario including, without limitation, shares in several Ontario corporations, and the Nali Bank Accounts.
- 20. The inference of a sufficient risk of asset disposition can reasonably be drawn from the facts herein.

- 21. The Plaintiff and its stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders.
- 22. The balance of convenience favours granting a *Mareva* injunction.
- 23. The Plaintiff, by its Receiver, ought not to be required to provide an undertaking as to damages given the Receiver's role as a court-appointed officer and its strong *prima facie* case as against the Defendants.
- 24. Furthermore, the *Norwich* relief sought is justified given the Plaintiff's *bona fide* claim against the Defendants and the fact that records at the Financial Institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. Furthermore, the Financial Institutions are the only practical source of this information, and the public interest favours disclosure.
- 25. In the Third Report and Supplement to the Third Report, the Receiver has made full and frank disclosure of all material facts, including that:
 - (a) The Receiver has not inquired with the recipients of the Proceeds listed in paragraph 11 above as to why they received such proceeds. It is the Receiver's position that it is not required to have made such inquiries. Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response was provided by Pilehver, and upon receiving documentation from Hundal's LawPro counsel as to where the proceeds were disbursed, the Receiver commenced this action and motion in an attempt to secure the misappropriated public investors' funds at issue for the benefit of LV IV's stakeholders;

- (b) To the Receiver's knowledge, Pilehver and the Paybank Parties have at all times taken the position that they have acted in the best interests of the Co-Owners, with requisite authority of the Co-Owners, including as was detailed by Pilehver in an affidavit which he swore on January 20, 2025 (the "Pilehver Affidavit") in certain proceedings commenced in Hamilton, Ontario (CV-24-00087580-0000, the "Hamilton Proceedings"), in which TGP Canada had sought to intervene;
- (c) The Hamilton Proceedings were commenced by and against certain parties to transactions which took place in 2024 concerning the Land Banking Enterprise (as defined in the Third Report) at issue, and which transactions are referred to in the Third Report as the Enterprise Transaction; and
- (d) The underlying transactions and validity of them which took place in 2024 as part of the Enterprise Transaction are not yet fully understood by the Receiver given the scarcity and incompleteness of the books and records available to the Receiver, and Pilehver may have an explanation for his conduct as pleaded herein. However, based on the Receiver's review of the Pilehver Affidavit, the underlying investment documentation concerning the Kobayashi Group's beneficial interest as Co-Owners in the LV IV Property and an October 31, 2024 Injunction Order issued in the Hamilton Proceedings (as is discussed in the Third Report, Supplement to the Third Report and Plaintiff's factum filed on this motion), there does not appear to be a *bona fide* justification for Pilehver's marketing and sale of the LV IV Property and his subsequent directions to Hundal with respect to the distribution of the Proceeds. The Receiver believes it has a strong *prima facie* case against the Defendants.

- 26. On August 7, 2025, on an *ex parte* basis, the Honourable Madam Justice Dietrich issued an Order in these proceedings (the "**Mareva Order**") granting certain *Mareva* and *Norwich* relief as against the Defendants.
- 27. In all the circumstances, it is just and equitable for the Mareva Order to be continued on an interlocutory basis through to trial of this matter.
- 28. Rules 1.04, 2.01, 2.03, 3.02, 37, 39, 40, 40.02(2), 40.02(3), 40.03 and 57 of the *Rules of Civil Procedure*.
- 29. Sections 96 and 101 of the Courts of Justice Act.
- 30. The statutory, inherent and equitable jurisdiction of this Honourable Court.
- 31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 32. The Third Report of the Receiver dated August 1, 2025.
- 33. The Supplement to the Third Report of the Receiver dated August 5, 2025.
- 34. The Notice of Action issued August 5, 2025.
- 35. The Factum of the Plaintiff dated August 1, 2025.
- 36. The pleadings and proceedings herein.
- 37. Such further and other evidence as counsel may advise and this Honourable Court may permit.

August 7, 2025

Aird & Berlis LLP

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BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Plaintiff

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Court File No.: CV-25-00748799-00CL

Proceedings commenced at TORONTO

NOTICE OF MOTION

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TAB 2





Second Supplement to the Third Report of KSV Restructuring Inc. as Receiver of London Valley IV Inc. et al.

August 13, 2025

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COURT FILE NO.: CV-25-00736577-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE

APPLICANTS

- AND -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY III INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.

RESPONDENTS

SECOND SUPPLEMENT TO THIRD REPORT OF KSV RESTRUCTURING INC. AS RECEIVER

AUGUST 13, 2025

1.0 Introduction

1. This report (the "**Second Supplement**") further supplements the Receiver's Third Report to Court dated August 1, 2025 (the "**Third Report**"). Capitalized terms not otherwise defined herein have the meanings given to them in the Third Report.

1.1 Purpose of this Second Supplement

2. The purpose of this Second Supplement is to update the Court, in advance of the comeback hearing scheduled for 9:00 a.m. on August 15, 2025 (the "Comeback Hearing"), regarding developments which took place following service of the Order and Endorsement of the Honourable Madam Justice J. Dietrich, each dated August 7, 2025, upon Mr. Pilehver, Ms. Nali, and Nali and Associates, being the Defendants in the action bearing Court File No. CV-25-00748799-00CL.

1.2 Currency

3. All currency references in this Second Supplement are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

4. This Second Supplement is subject to the same restrictions as the Third Report.

2.0 *Mareva* Injunction and *Norwich* Order

5. On August 7, 2025, the Honourable Madam Justice J. Dietrich issued an Order (the "*Mareva Order*") and accompanying Endorsement (the "*Endorsement*") granting, among other relief, a worldwide *Mareva* injunction against the Defendants and a *Norwich* Order compelling The Toronto-Dominion Bank ("**TD**") to disclose certain information and records to the Receiver regarding the Defendants' accounts. Copies of the *Mareva* Order and Endorsement are attached as **Appendix** "A" and **Appendix** "B", respectively.

2.1 Service on Mr. Pilehver

- 6. Following receipt by the Receiver of the issued Mareva Order and Endorsement on August 7, 2025, Mr. Pilehver was promptly served with copies of same, both by email and personally, as detailed below.
- 7. At 5:14 p.m. on August 7, 2025, the Receiver's counsel emailed a covering letter (the "Cover Letter to Mr. Pilehver") to Mr. Pilehver and to the Paybank Parties' counsel in the Receivership Proceedings, being Timothy Dunn of Blaney McMurtry LLP ("Mr. Dunn"). The Cover Letter to Mr. Pilehver and Mr. Dunn enclosed the *Mareva* Order, the Endorsement, the motion materials relied upon by the Receiver in support of the *Mareva* Order and the Receiver's Notice of Motion for the Comeback Hearing (collectively, the "Mareva Order, Endorsement and Motion Materials"). A copy of this email and the Cover Letter to Mr. Pilehver is attached as Appendix "C".
- 8. The Cover Letter to Mr. Pilehver references, among other things, the date and time of the Comeback Hearing, as well as paragraphs 48 and 49 of Justice Dietrich's Endorsement which provide that: (i) should Mr. Pilehver wish to appear at the Comeback Hearing, the Court will hear from him; and (ii) Mr. Pilehver may file evidence for the purpose of the Comeback Hearing, or may appear at the Comeback Hearing and ask to schedule a further return date to challenge the *Mareva* Order. The Cover Letter to Mr. Pilehver also requests the most recent contact information for Ms. Nali and Nali and Associates, including email addresses.
- 9. On August 7, 2025, Mr. Pilehver was also served personally at 48 Chelford with the Cover Letter to Mr. Pilehver, as well as the *Mareva* Order, Endorsement and Motion Materials. The affidavit of service of Neil Markowski, a process server, sworn August 8, 2025, is attached as **Appendix "D"**.

- 10. The Receiver understands that Mr. Pilehver advised Mr. Markowski that Mr. Pilehver and Ms. Nali are separated and no longer living together. Mr. Pilehver arranged for Ms. Nali to meet the Receiver's counsel's process server so that she could be served personally on the following day at 25 Mallard Road, North York, Ontario. As is addressed in the Third Report, TGP Canada's registered office is 25 Mallard Road, Unit 100.
- 11. Despite the email and personal service effected on Mr. Pilehver, as at the date of this Second Supplement, neither the Receiver nor its counsel have received any response from or on behalf of Mr. Pilehver.
- 12. On August 12, 2025, in response to the August 7, 2025 email from the Receiver's counsel to Mr. Pilehver serving the *Mareva* Order, Endorsement and Motion Materials and Cover Letter to Mr. Pilehver, Mr. Pilehver sent a read receipt, a copy of which is attached as **Appendix "E"**.

2.2 Service on Ms. Nali and Nali and Associates

- 13. On August 8, 2025, Ms. Nali was served with the Mareva Order, Endorsement and Motion Materials, in both her personal capacity and in her capacity as Director of Nali and Associates, by process server, namely, Lisa Maitman. Ms. Maitman's affidavit of service sworn August 8, 2025 is attached as **Appendix "F"**.
- 14. Specifically, Ms. Maitman personally served Ms. Nali on August 8, 2025 at 12:28pm at 25 Mallard Road, North York, Ontario, with the *Mareva* Order, Endorsement and Motion Materials as well as a cover letter (the "Cover Letter to Ms. Nali"). The Cover Letter to Ms. Nali, which includes similar information as was contained in the Cover Letter to Mr. Pilehver, is attached as Appendix "G".
- 15. Similar to the Cover Letter to Mr. Pilehver, the Cover Letter to Ms. Nali requested that Ms. Nali provide the Receiver with her most recent contact information, both in her personal capacity and in her capacity as director of Nali and Associates, including email addresses.
- 16. Despite the personal service effected on Ms. Nali and Nali and Associates, as at the date of this Second Supplement, neither the Receiver nor its counsel have received any response from or on behalf of these Defendants. As such, the Receiver does not have an email address or telephone number for Ms. Nali or Nali and Associates.

2.3 Service on The Toronto-Dominion Bank

17. In accordance with the *Mareva* Order and Endorsement, the Receiver's counsel sent a letter to TD Bank (the "**Letter to TD Bank**") by email on August 7, 2025 at 3:56 p.m., enclosing the *Mareva* Order and Endorsement and requesting that the relevant accounts be frozen, and records provided to the Receiver's counsel, all in accordance with the *Mareva* Order. A copy of the Letter to TD Bank and the Receiver's counsel's email to TD Bank is attached as **Appendix** "**H**". The Letter to TD Bank was also sent to TD Bank branch 1929 by same-day courier.

- 18. On August 11, 2025, a representative of TD Bank advised the Receiver and its counsel that pursuant to the *Mareva* Order, the following accounts had been frozen as of August 8, 2025, and provided account statements (collectively, the "**Account Statements**") for each account for the period on and after February 5, 2025, as follows:
 - i. Account 6177612 (Mahtab Nali) with a negative balance of -\$15.89 as of July 31, 2025 see Appendix "I".

As detailed in paragraph 101.b. and **Appendix "OOO"** of the Third Report, a certified cheque from the LV IV Sale Proceeds was issued by Hundal Law and deposited into this account on February 7, 2025 in the sum of \$817,859.49.

ii. **Account 5023332 (Nali and Associates)** with a balance of \$6.20 as of August 5, 2025 – see **Appendix "J"**.

As detailed in paragraphs 90, 99, **Appendix "KKK"** and **Appendix "TTT"** of the Third Report, a certified cheque from the LV IV Sale Proceeds in the sum of \$80,800 was issued by Hundal Law and deposited by Nali and Associates on February 18, 2025, which deposit is reflected in the 5023332 Account Statements.

iii. **Account 6189920 (Mahtab Nali)** with a negative balance of -\$368.23 as of July 31, 2025 — see **Appendix "K"**.

The account statements for Account 6189920 reflect various transfers from and to Accounts 6177612 and 5023332 subsequent to February 5, 2025.

- 19. TD Bank did not advise of the existence of any accounts in the name of Mr. Pilehver.
- 20. The Account Statements provided by TD Bank reflect, without limitation, the following notable transactions in Accounts 6177612 and 5023332:

Account 6177612 (Mahtab Nali)

Date	Amount	Recipient	
<u>Credits</u>			
February 7	\$817,859.49 (account balance prior to deposit - \$12.10)	Deposit on account of the certified cheque from Hundal Law per paragraph 18.i above.	

<u>Debits</u>			
February 7	\$646,669.55	Undefined – paid via drafts, transfers, withdrawals, wire to customer and e-transfers	
February 10	\$2,200.00	Undefined – paid via e-transfers	
February 10	\$13,217.61	Michael Hill (jewelry store)	
February 10	\$7,300.00	Peoples (jewelry store)	
February 10	\$411.55	SHEIN (online apparel store)	
February 10	\$2,185.70	Bella Barnett (online apparel store)	
February 11	\$1,740.10	SHEIN – various transactions (online apparel store)	
February 11	\$10,000.00	Faraz Auto Sale	
February 11	\$5,009.95	Undefined – paid via draft	
February 11	\$39,000.00	Undefined – paid via transfer	
February 12	\$3,976.47	Michael Hill (jewelry store)	
February 12	\$2,620.00	Undefined – paid via e-transfer	
February 13	\$958.36	Bella Barnett (online apparel store)	
February 13	\$4,438.00	Dolce and Gabbana	
February 13	\$2,630.00	Undefined – paid via e-transfers	
February 14	\$2,000.00	Undefined – paid via e-transfer	
February 18	\$1,505.43	SHEIN – various transactions (online apparel store)	
February 18	\$5,000.00	Undefined – paid via transfer	
February 18	\$1,370.00	Undefined – paid via e-transfers	
February 19	\$480.00	Undefined – paid via e-transfer	
February 19	\$50,009.95	Undefined – paid via draft	

From February 20, 2025 to August 11, 2025, the balance of the above Account 6177612 has been maintained at less than \$5,000 (sometimes falling into overdraft) with various amounts being credited to the account on an *ad hoc* basis to cover same-day transactions.

Account 5023332 (Nali and Associates)

Date	Amount	Recipient		
	<u>Credits</u>			
February 18, 2025	\$80,800 (account balance prior to deposit - \$191.84)	Deposit on account of the certified cheque from Hundal Law per paragraph 18.ii above.		
	<u>Debits</u>			
February 19	\$25,009.95	Undefined – paid via draft		
February 19	\$25,009.95	Undefined – paid via draft		
February 20	\$13,674.95	Undefined – paid via draft		
February 24	\$1,000.00	Undefined – paid via e-transfer		
February 26	\$1,200.00	Undefined – cash withdrawal		
February 26	\$1,000.00	Undefined – paid via e-transfer		

From February 27, 2025 to August 11, 2025, the balance of this account has been maintained at less than \$10,000 (sometimes falling into overdraft) with various amounts being credited to the account on an *ad hoc* basis to cover same-day transactions.

2.4 TGP Canada and Paybank's Attempts to obtain Support from Co-Owners to Join a Class Action Lawsuit against the Receiver, the Receiver's Counsel, Bennett Jones **LLP and others**

Following the August 7 and 8, 2025 service of the Mareva Order, Endorsement and Motion Materials on the Defendants, the Receiver was forwarded an email on August 9, 2025 by a Co-Owner which appears to have been sent by Paybank and TGP Canada¹ to Co-Owners, from the email address info@paybank.ca (the "August 9 Paybank/TGP Canada Email to Co-Owners"). A copy of the August 9 Paybank/TGP Canada Email to Co-Owners is attached as **Appendix "L"**.

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As indicated in paragraph 19.b. and **Appendix "C"** and **Appendix "D"** of the Third Report, Mr. Pilehver is the director, President and principal of Paybank. As indicated in paragraphs 19.a., 59 and **Appendix "C"** of the Third Report, Mr. Pilehver is also the director, President and principal of TGP Canada.

- 22. The August 9 Paybank/TGP Canada Email to Co-Owners is entitled "JOIN THE CLASS ACTION LAWSUIT PROTECT YOUR RIGHTS" and invites Co-Owners to participate in a purported Class Action Lawsuit being prepared against: (i) Bennett Jones LLP (counsel to the Kobayashi Group, being the Applicant in the Receivership Proceedings); (ii) Aird & Berlis LLP (counsel to the Receiver); (iii) the Receiver; (iv) Simpson Wigle Law LLP (counsel to the Applicants in the Hamilton Proceedings); and (v) David Badham and Brenan Brar of the law firm Brar Tamber Rigby Badham, which firm is the lawyer for certain of the respondents in the Hamilton Proceedings.
- 23. The August 9 Paybank/TGP Canada Email to Co-Owners is highly concerning to the Receiver as it was sent shortly after the Defendants became aware of the granting of the *Mareva* Order and makes false and misleading statements concerning the conduct of the Receiver and its counsel. Specifically, the August 9 Paybank/TGP Canada Email to Co-Owners states that "These parties are being named for their involvement in misleading the court, misrepresentation of facts, and causing an estimated \$200,000,000.00 in damages through the liquidation and freezing of TGP assets, directly harming you and all other co-owners. We, at TGP Canada Management Inc., with the support of over 2,100 co-owners, are moving forward with a multi-jurisdictional Class Action Lawsuit and we urge you to join by signing the new consent form below".
- 24. The Receiver is not aware of the list of recipients who were sent the August 9 Paybank/TGP Canada Email to Co-Owners. As noted above, it was forwarded to the Receiver by a Co-Owner with whom the Receiver has exchanged email correspondence earlier in these proceedings.
- 25. After receiving the August 9 Paybank/TGP Canada Email to Co-Owners, the Receiver has subsequently discovered similar false statements posted to TGP Canada's Website (the "Website Post") in an effort to garner support for a class action lawsuit. The Website Post requests that Co-Owners grant Mr. Pilehver, TGP Canada and Paybank the "full and exclusive right and authority" to act on their behalf in the Class Action Lawsuit concerning the "misrepresentation, illegal liquidation, and wrongful conduct by the named defendants, including but not limited to Bennett Jones LLP, Aird & Berlis LLP, KSV Advisory, Simpson Wigle LLP, David Badham, and Brenan Brar, and any other related parties". Copies of the Website Post are collectively attached as Appendix "M" to this Second Supplement.
- 26. The August 9 Paybank/TGP Canada Email to Co-Owners, and the Website Post, contain false and misleading information directed at Co-Owners. Contrary to the statements and accusations made therein:
 - each of the Paybank Parties had notice of the Receivership Application, as detailed in section 2.4 of the Third Report, and none of the Paybank Parties opposed or otherwise appealed the Appointment Order;

- ii. each of the Paybank Parties received notice of the sale approval motion in the Receivership Proceeding which resulted in the endorsement (the "May 29 "Endorsement") and Orders² of the Honourable Madam Justice Kimmel dated May 29, 2025 approving, *inter alia*, the sale transactions of the properties municipally known as: (i) 5318 Colonel Talbot Road; (ii) 6172 Colonel Talbot Road; (iii) 5980 Colonel Talbot Road; (iv) 0 Weaver Road/4001 Weaver Road; and (v) Wonderland Road South. The affidavits of service sworn May 21, 2025 and May 27, 2025 in respect of the materials supporting that motion are collectively attached as **Appendix "N"**. The May 29 Endorsement is attached as **Appendix "O"**, wherein Justice Kimmel states at paragraph 6 that "The extensive service list was served with this motion and no party appeared to oppose it or raise any concerns";
- iii. in correspondence sent by the Paybank Parties' counsel to the Service List in the Receivership Proceedings on March 21, 2025 (attached as Appendix JJJJ to the Third Report), it was the Paybank Parties' position that they are content to have the Receiver appointed "as it provides a stability that would otherwise not exist"; and
- iv. the August 9 Paybank/TGP Canada Email to Co-Owners and the Website Post fail to reference the Appointment Order, the *Mareva* Order or the Endorsement, nor do they address or contain any response from Mr. Pilehver to the facts set out in the Third Report.
- 27. On August 9, 2025, the Receiver's counsel sent a letter to the Paybank Parties and their counsel in the Receivership Proceedings in response to the August 9 Paybank/TGP Canada Email to Co-Owners and the Website Post. A copy of this letter (the "August 9th Letter"), together with the covering email, is attached as Appendix "P".
- 28. In the August 9th Letter, the Receiver's Counsel:
 - i. indicated that it has come to the Receiver's attention that the false and misleading August 9 Paybank/TGP Canada Email to Co-Owners had been sent to underlying Co-Owners and that a similar publication had been made in the Website Post;
 - ii. demanded that the Paybank Parties immediately remove the Website Post, and that they cease posting, emailing, and otherwise transmitting any false and misleading information in respect of the Receiver, its counsel, and the Receivership Proceedings;
 - iii. demanded that the Paybank Parties send an email to the recipients of the August 9 Paybank/TGP Canada Email to Co-Owners, and provide proof of same to the Receiver's Counsel by August 10, 2025: (i) advising that the class action lawsuit referenced will not be prepared or commenced; (ii) retracting the statements made in the August 9 Paybank/TGP Canada Email to Co-Owners; and (iii)

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² The Approval and Vesting Orders dated May 28, 2025, and Ancillary Order dated May 28, 2025 approving the Receiver's First Report, Second Report and Supplemental Second Report and the actions and activities of the Receiver and its counsel described therein, are available on the Receiver's Case Website: <u>Clearview Garden Estates</u>.

- appending the Appointment Order pursuant to which the Receiver has been lawfully appointed by the Court; and
- iv. indicating that it is the Receiver's intention to bring the false and misleading communications made by the Paybank Parties to the Court's attention, which communications appear to have been undertaken in response to the *Mareva* Order and Endorsement which were served on Mr. Pilehver on August 7, 2025.
- 29. As at the date of this Second Supplement, neither the Receiver nor its counsel has received a response to the August 9th Letter from the Paybank Parties.
- 30. After sending the August 9th Letter, the Receiver and its counsel became aware of the following letters and purported press release which had been posted to the TGP Canada Website, which again make various false allegations against the Receiver and its counsel and which call for "immediate government investigation into alleged wrongdoing":
 - Letter to Office of the Superintendent of Bankruptcy Office of the Superintendent of Bankruptcy (OS.pdf see Appendix "Q";
 - ii. Letter to Minister of Innovation, Science and Industry Minister of Innovation, Science and Industry.pdf see Appendix "R";
 - iii. Letter to Honourable Dominic LeBlanc <u>The Honourable Dominic LeBlanc.pdf</u> see **Appendix "S"**;
 - iv. Letter to Honourable Sean Fraser <u>The Honourable Sean Fraser.pdf</u> see **Appendix "T"**;
 - v. Press Release dated August 11, 2025 <u>FOR IMMEDIATE RELEASE.pdf</u> see **Appendix "U"**; and
 - vi. Letter to RCMP Integrated Market Enforcement Team RCMP Integrated Market Enforcement Team (IMET).pdf see Appendix "V".
- 31. On August 10, 2025, the Receiver was forwarded another email by a Co-Owner (the "August 10 Paybank/TGP Canada Email to Co-Owners") which again appears to have been sent to Co-Owners by Paybank and TGP Canada from the email address info@paybank.ca, calling for Co-Owners to sign consents to join a class action. The August 10 Paybank/TGP Canada Email reiterates TGP Canada's intention to file a \$200 million class action against the Receiver and its counsel over alleged undervalued liquidations in Ontario land banking projects. A copy of the August 10 Paybank/TGP Canada Email to Co-Owners is attached as Appendix "W".
- 32. On August 12, 2025, the Receiver was forwarded another email by a Co-Owner (the "August 12 Paybank/TGP Canada Email to Co-Owners") which again appears to have been sent to Co-Owners by Paybank and TGP Canada from the email address info@paybank.ca, this time inviting Co-Owners to join WhatsApp and WeChat groups. The August 12 Paybank/TGP Canada Email to Co-Owners states that the purpose of the group chats is "to improve our communication and ensure everyone stays informed in real time." A copy of the August 12 Paybank/TGP Canada Email to Co-Owners is attached as Appendix "X".

33. Furthermore, a Change.org petition at Petition · Justice for 3,500+ investors: Urging Canada · Change.org (the "Petition") has been started by "Behzad Pilehvar" in support of, among other demands listed, a government investigation into the Receiver, Aird & Berlis LLP (counsel to the Receiver) and Bennett Jones LLP (counsel to the Kobayashi Group). A copy of the webpage for this Petition is attached as Appendix "Y". The Petition states that it was created on August 9, 2025 by "Behzad Pilehvar". The current signatories include, among others, Mahtab Nali.

2.5 Comeback Hearing and Sale Proceeds Held by Blaney McMurtry LLP

- 34. Following receipt by the Receiver and its counsel on August 11, 2025 of the Zoom coordinates for the Comeback Hearing, the Receiver's counsel sent correspondence to the Defendants to advise them of same. Specifically:
 - i. A copy of the email sent to Mr. Pilehver and the Paybank Parties' counsel, Mr. Dunn, at 3:31 p.m. on August 11, 2025 is attached as **Appendix "Z".**
 - ii. A copy of the letter sent by same-day courier to Ms. Nali and Nali and Associates on August 11, 2025 is attached as **Appendix "AA"**. The letter to Ms. Nali and Nali and Associates was sent to their respective last known addresses for service, as detailed in paragraph 107 of the Third Report, at: (i) 48 Chelford; (ii) 70 Harrison Road, Toronto ("70 Harrison Road"); and (iii) Merci, PH 703, 27 Rean Drive, Toronto ("27 Rean Drive, PH 703").
- 35. Subsequently on August 11, 2025:
 - i. the Receiver and its counsel received a letter from Mr. Dunn (file name: Ltr re Confirmation of Retainer Termination.pdf) advising that Blaney McMurtry LLP "is no longer retained by the Paybank Parties". A copy of this letter is attached as Appendix "BB"; and
 - ii. the Receiver's counsel received an email from an Anna Dai³ who advised that 70 Harrison Road was not a correct address for Mahtab Nali. In her email, Ms. Dai advised that Ms. Nali had been a tenant "9 years ago and they were the worst tenant we ever met. So both of them were so bad ppl and cheating for money as well. So pls do not send any letter regarding Nali or her husband Ben to the above address anymore." A copy of this email is attached as **Appendix** "CC".
- 36. On August 12, 2025, the Receiver's counsel's office received a telephone call from a John Craven who advised that Ms. Nali and Mr. Pilehver have not resided at 27 Rean Drive, PH 703 in the last 5 years.

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³ As indicated in paragraph 107 of the Third Report, the registered owner of 70 Harrison Road is an individual named "Jie Dai".

- 37. On August 12, 2025, Mr. Dunn sent an email to the Receiver's Counsel indicating "Blaney is no longer retained and will not be attending [the Comeback Hearing]". Mr. Dunn further advised that "I have been informed by Mr. Pilehvar that he is in the process of retaining new counsel and that either he or his new counsel will be requesting an adjournment of the motion that is returnable on Friday." Mr. Dunn's August 12, 2025 email is attached as **Appendix "DD"**.
- 38. Subsequently on August 12, 2025, Mr. Dunn sent a further email to the Receiver's counsel indicating "it has come to our attention that Blaney received approximately \$34,000⁴ from real estate counsel for Mr. Pilehvar that appears to be proceeds from the sale of a property that is subject to the instant proceedings". Mr. Dunn requested that Blaney McMurtry LLP transmit such funds to the Receiver or its counsel, Aird & Berlis LLP. Mr. Dunn's further email sent on August 12, 2025 in this regard is attached as **Appendix "EE"**.
- 39. On August 12, 2025, the Receiver's counsel responded by email to Mr. Dunn to indicate that: (i) Blaney McMurtry LLP should continue to hold the subject funds in trust, pending further order of the Court; and (ii) it is the Receiver's intention to proceed with the Comeback Hearing on August 15th as scheduled. The Receiver's counsel's August 12, 2025 email to Mr. Dunn, together with Mr. Dunn's further response confirming that Blaney McMurtry LLP will continue to hold the subject funds in trust pending further order of the Court, is attached as **Appendix "FF"**.
- 40. As of the time of this Second Supplement, the Receiver has not received any communications from the Defendants, or any representatives on their behalf, in response to the service of the *Mareva* Order, Endorsement and Motion Materials on August 7 and 8, 2025.

All of which is respectfully submitted by,

KSV RESTRUCTURING INC.,

LSV Restructuring/nc.

SOLELY IN ITS CAPACITY AS RECEIVER OF

LONDON VALLEY IV INC.

AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY

⁴ As detailed in paragraphs 90 and 121 to 124 of the Third Report, \$34,000 of the Sale Proceeds was wired by Hundal Law to Blaney McMurtry LLP on March 5, 2025.

APPENDIX A

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 7TH
JUSTICE J. DIETRICH)	DAY OF AUGUST, 2025

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

ORDER

NOTICE

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the "Receiver"), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

Mareva Injunction

- 1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other

person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
- 2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.
- 3. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

Ordinary Living Expenses

4. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

- 5. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.
- 6. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.
- 7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

Third Parties

- 8. **THIS COURT ORDERS** that The Toronto-Dominion Bank (the "Bank") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Bank, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.
- 9. **THIS COURT ORDERS** that the Bank and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank and such persons concerning the Defendants' assets and

accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

Alternative Payment of Security

10. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

- 11. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.
- 12. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

General

- 13. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.
- 14. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.
- 15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the

Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

- 16. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.
- 17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"

BANK	ACCOUNT NO.
The Toronto-Dominion Bank	1929-6177612
Unknown	19295023332

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Defendants

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

AIRD & BERLIS LLP

Barristers and Solicitors
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181 Bay Street, Suite 1800
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Mark van Zandvoort (LSO No. 59120U)

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Tel: (416) 863-1500

Lawyers for the Plaintiff

Plaintiff

APPENDIX B



SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00748799-00CL DATE: August 7, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING:

London Valley IV, by Its Court-Appointed Receiver And Manager, KSV Restructuring Vs.
Pilehver, Behzad / Nali, Mahtab / 2621598 Ontario Inc.

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort, Counsel	The Plaintiff	mvanzandvoort@airdberlis.com
Calvin Horsten, Counsel		chorsten@airdberlis.com
David Sieradzki, Receiver	KSV Advisory	dsieradzki@ksvadvisory.com
Jordan Wong, Receiver		jwong@ksvadvisory.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

- [1] London Valley IV Inc. ("LV IV") by KSV Restructuring Inc. ("KSV") solely in its capacity as the Court-Appointed Receiver and Manager of LV IV, (the "Receiver") seeks on an ex parte basis a Mareva injunction and Norwich Order as against the Defendants, Behzad Pilehver ("Pilehver"), Mahtab Nali ("Nali") and 2621598 Ontario Inc. doing business as Nali and Associates ("Nali and Associates").
- [2] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.
- [3] As an initial matter, in support of this motion the Receiver filed the third Report of KSV dated August 1, 2025 as evidence. For the reasons set out in *Intercity Realty Inc v. PricewaterhouseCoopers Inc. et al.*, 2024 ONSC 2400 at para 51-53, I accept that a report of the Receiver as a court-officer is appropriate evidence in this context.
- [4] For the reasons set out below, the relief requested by the Receiver is granted.

Background

The Receivership Proceedings and the Parties

- [5] On March 6, 2025, under Court File No. CV-25-00736577-00CL (the "Receivership Proceedings"), KSV was appointed as Receiver of the assets, undertakings and properties of, among others, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) (the "Appointment Order").
- [6] The Receivership Proceedings were commenced by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Kobayashi Group**").
- [7] The Kobayashi Group, other members of their family and numerous other investors (collectively, the "Co-Owners") invested funds in certain land banking projects to finance the acquisition of real estate (the "Land Banking Enterprise"). Various companies (some of which are defined in the Appointment Order as the "Nominee Respondents"), including LV IV, were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees for the Co-Owners.
- [8] As part of the Receiver's powers under the Appointment Order, it was authorized to trace and follow the proceeds of any real property previously owned by any of the Nominee Respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the LV IV Property.
- [9] LV IV is an Ontario corporation, and owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the "LV IV Property") until the property was sold and transferred to a third-party purchaser for consideration of \$2 million on February 5, 2025.
- [10] At the time of the Receiver's appointment, Pilehver was and remains a director and officer of certain Nominee Respondents in the Land Banking Enterprise, including LV IV of which he is the sole director and President.
- [11] Nali is believed to be Pilehver's wife, although this has not been confirmed by the Receiver.
- [12] Nali and Associates is a business name registered by 2621598 Ontario Inc. (an Ontario Corporation). Nali is the President and sole director of Nali and Associates. In corporate filings, both Nali and Pilehver list their address for service as 48 Chelford Road, North York, Ontario.

The LV IV Property

- [13] The Kobayashi Group claims to have invested the aggregate amount of \$3.7 million to acquire an approximately 72% undivided beneficial interest in the LV IV Property. This interest was acquired pursuant to four sale agreements among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc., as vendor. Each of these sale agreements includes certain co-owner agreements, which require that, amongst other things, net income from the property be paid to Co-Owners and that Co-Owners holding at least 51% of the interests in the property approve any sale.
- Order") in the proceedings under Court File No. CV-24-00087580-0000 (the "Hamilton Proceedings") which includes at paragraph 5 of the Order provided that all persons with notice of the order were restrained from selling, removing, dissipating alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of certain companies. The Receiver's reading of this Order is that the companies referenced included LV IV and therefore the restriction applied to the LV IV Property. Although the defined terms in the October 31, 2024 Injunction Order are not straightforward, it appears on the evidence that all parties understood that the LV IV Property was subject to the Order and that formed part of the basis set out in the Receivership Proceedings.
- [15] Mr. Philehver was aware of the October 31, 2024 Injunction Order as he attached it to an affidavit he swore in the Hamilton Proceedings on January 20, 2025 (prior to the transfer of the LVI IV Property on February 5, 2025).
- [16] The Kobayashi Group, as a subset of the Co-Owners of the LV IV Property, filed evidence in support of the Appointment Order that the sale of the LV IV Property on February 5, 2025 was completed without the Kobayashi Group's knowledge or consent. Further, the Kobayashi Group asserted that they have not received any net income or other proceeds in connection with the LV IV Property.

Sale of LV IV Property and Alleged Misappropriation of Funds

- [17] The LV IV Property was sold without compliance with the co-owners agreement. Accepting the Receiver's interpretation of the October 31, 2024 Injunction Order, the LV IV Property was also sold in contravention of that Orde and in the face of the pending Receivership Proceeding of which Pilehver was aware.
- [18] Based on the terms of the Appointment Order the Receiver was provided with information that on February 5, 2025, the proceeds from the sale of the LV IV Property were deposited into the trust account (the "Hundal Account") for the lawyer, Parminder Hundal ("Hundal"), who acted for LV IV on the sale transaction were subsequently disbursed by Hundal, at Pilehver's direction, to the following persons and entities who appear to have no connection to LV IV or the LV IV Property:
 - a. on February 7, 2025, a payment was made from the Hundal Account to Nali in the amount of \$817,859.49, which payment was made by cheque and deposited into the Nali Bank Account. Initially, a wire in this amount was evidently sent to "Mahtab Nali" on February 6, 2025 with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through;
 - b. on February 18, 2025, a further \$80,800 was paid by cheque from the Hundal Account to Nali and Associates;
 - c. on February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm;
 - d. on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP;

- e. payments totalling \$103,040.42 were paid to Hundal's law firm on February 10, 12, 20 and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000. appears to have no connection to LV IV or the LV IV Property; and
- f. on March 5, 2025, one day prior to the Appointment Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP.42 On March 21, 2025, Blaney McMurtry LLP advised the service list in the Receivership Proceedings that it had been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- [19] Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response has been provided by Pilehver.

Issues

- [20] The issues to be decided in this motion are whether:
 - a. the Court should grant an ex parte interim and interlocutory Mareva injunction against the Defendants; and
 - b. the Norwich relief requested ought to be granted.

Analysis

Mareva Order

- [21] This Court has jurisdiction to grant an interlocutory injunction, including a Mareva injunction, pursuant to section 101 of the *Courts of Justice Act* (the "CJA"), where it appears just or convenient to do so. Pursuant to *Rule* 40.01 of the *Rules of Civil Procedure* RRO Reg 194 (the "Rules"), an interlocutory injunction or mandatory order under section 101 of the CJA may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.
- [22] A Mareva injunction is an exceptional remedy see *Aetna Financial Services v. Feigelman*, 1985 CanLII 55 (SCC).
- [23] The factors to be ordinarily considered in determining whether to grant Mareva relief include:
 - a. a strong prima facie case;
 - b. particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
 - c. some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
 - d. some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
 - e. proof of irreparable harm if the injunctive relief is not granted;
 - f. the balance of convenience favours the granting of the relief; and

g. an undertaking as to damages.

See Original Traders Energy Ltd. (Re), 2023 ONSC 1887 [Original Traders #1] at para 22.

Strong Prima Facie Case

- [24] To find a strong prima facie case the court must be satisfied that upon a preliminary review of the case, there is a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice see *R v Canadian Broadcasting Corp.*, 2018 SCC 5 at para 17.
- [25] Here, the Receiver claims fraud, breach of fiduciary duty, conversion, unjust enrichment, knowing assistance and knowing receipt as against the Defendants or any of them. Only one cause of action against each Defendant must show a strong prima facie case.
- [26] With respect to Pilehver, the claim of breach of fiduciary duty is asserted. To establish a breach of fiduciary duty, a plaintiff must establish the following elements: (a) proof of the duty, including that the fiduciary has scope for the exercise of some discretion or power, the fiduciary can unilaterally exercise that power or discretion so as to affect the beneficiary's legal or practical interest, and the beneficiary is peculiarly vulnerable to or at the mercy of the fiduciary holding the discretion or power; and (b) breach of the duty, including concealment or failure to advise of material facts, breach of trust, making a secret profit or acting in a conflict of interest, a causal connection between the breach and the alleged damages and the fiduciary's profit from its actions see *Hodgkinson v Simms*, [1994] 3 SCR 377.
- [27] Pilehver owed a fiduciary duty to LV IV, as the sole director thereof. By orchestrating a sale of the LV IV Property without proper authorization and then improperly transferring the proceeds to benefit the Defendants the Receiver has established a strong prima facie case of breach of fiduciary duty.
- [28] The tort of conversion is also asserted against all defendants. It involves a wrongful interference with the goods of another, such as taking, using or destroying the goods in a manner inconsistent with the owner's right to possession. The tort is one of strict liability, and accordingly, it is no defence that the wrongful act was committed in all innocence see *Wymor Construction Inc. v Gray*, 2012 ONSC 5022 at paras 18-19. In the present case, whether or not Nali knew about Pilehver's fraudulent activities is immaterial. The mere fact that she and Nali and Associates obtained funds belonging to LV IV (and, by virtue, its Co-Owners) without permission, and without any legal entitlement, amounts to strong pima facie case of conversion.
- [29] It may be that strong prima facie cases are also established in additional causes of action asserted including fraud, unjust enrichment, knowing assistance and knowing receipt, however, given my finding that a strong prima facie causes of action have been established against each of the defendants above it is not necessary to consider each of the causes of action asserted.

Full Disclosure of the Case

[30] I am satisfied that at this time the Receiver has provided full disclosure of the case. This matter will be subject to a comeback hearing and the Defendants will provided an opportunity to challenge the order that that time.

Grounds for Believing the Defendants have Assets in Ontario

- [31] The evidence that each of the Defendants has assets in Ontario is limited.
- [32] In Borrelli, in his Capacity as Trustee of the SFC Litigation Trust v. Chan, 2017 ONSC 1815 (CanLII) [SFC Litigation Trust], the Divisional Court reviewed a decision of Hainey J. where a worldwide Mareva

injunction was granted, despite a lack of evidence that the defendant had assets in Ontario. In reviewing the decision Justices Leitch and Sachs wrote:

- [25] ... The appellant's position is that in order to obtain an injunction, there is a substantive requirement that a defendant have assets in the jurisdiction to be subject to the restraining order. The appellants say there must be assets in this jurisdiction to ensure the order of the court is capable of implementation.
- [26] I do not accept the appellant's assertion. I recognize that in Chitel the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.
- [27] However, a court's in personam jurisdiction over a defendant justifying the issuance of a Mareva injunction is not dependant, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.
- [28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory junction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".
- [29] A Mareva injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.
- [33] As was recognized in SFC Litigation Trust (see para 38), although the usual case for a Maerva injunction is to prevent assets from leaving the jurisdiction, world-wide Maerva injunctions have been granted with increasing frequency to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff has established a strong prima facie case on the merits.
- [34] The evidence shows that Pilehver and Nali are each directors of several Ontario corporations with addresses for service listed in the corporate profile reports for each of them in Richmond Hill and Toronto. As noted above, Nali & Associates in incorporated in Ontario and the corporate profile report shows a registered or head office in North York, Ontario.
- [35] In addition, the evidence reflects that the cheque paid to Nali in the amount of \$817,859.49 was deposited into an account in the name of "NALI M" bearing Account No. 6177612 at The Toronto-Dominion Bank.

Risk of Dissipation of Assets

The risk of dissipation may be inferred by evidence suggestive of the defendants' fraudulent conduct see *Sibley* & *Associates LP v Ross*, 2011 ONSC 2951 [*Sibley*] at para 64. As in Sibley, here it is a reasonable inference given the following evidence that the Defendants are likely to attempt other means to put money out of the reach of the Receiver:

- a. Pilehver directed the sale of the LV IV Property and the distribution of sale proceeds therefrom despite having prior notice of the pending Receivership Proceedings concerning the LV IV Property and the October 31, 2024 Injunction Order restraining dealings with the LV IV Property, and despite being well aware of the consent and distribution requirements established by the relevant co-owner agreements (which requirements had not been complied with);
- b. the Defendants caused and/or facilitated the misappropriation of LV IV Property sale proceeds as evidenced by, among other things, (i) the payment of proceeds to Nali, Nali and Associates and

- other third parties; and (ii) written directions signed by Pilehver authorizing such payments without compliance with the requirements of the co-owner agreements; and
- c. despite repeated requests to Pilehver and his counsel to provide information and documentation regarding the distribution of the LV IV Property sale proceeds, which requests have gone unanswered.

Undertaking

- [36] The Receiver has not provided an undertaking as to damages. As noted by Justice Osborne in Original Traders #1 at para 51 " In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16." Here LV IV is insolvent and the Receiver as a Court officer is pursuing the relief for the benefit of LV IV's creditors.
- [37] As well, in *Business Development Bank of Canada v Aventura II Properties Inc*, 2016 ONCA 300, the Ontario Court of Appeal rejected that the court-appointed officer (a receiver) should be required to provide an undertaking as to damages in similar circumstances.
- [38] Accordingly, I am satisfied that the requirement for an undertaking as to damages is not required in this case.

Irreparable Harm & Balance of Convenience

- [39] An analysis of the irreparable harm and the balance of convenience is also required given that injunctive nature of the relief requested. Irreparable harm is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR at 341. 26.
- [40] In cases where a strong prima facie case for fraud has been established, it has been recognized that if the assets of the defendant are not secured, the plaintiff will likely not be able to collect on a money judgment, if successful.
- [41] LV IV stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders. Indeed, "the probability of irreparable harm increases as the probability of recovering damages decreases" see Original Traders #1 at para 49, citing *Christian-Philip v Rajalingam*, 2020 ONSC 1925 at para 33.

Norwich Order

- [42] In addition to a Mareva injunction, the Plaintiffs also seek a Norwich Order requiring the Defendants to produce documents from financial institutions.
- [43] The Supreme Court of Canada has confirmed the elements of the test for obtaining a Norwich Order: (a) a bona fide claim against the unknown alleged wrongdoer; (b) the person from whom discovery is sought must be in some way involved in the matter under dispute, he must be more than an innocent bystander; (c) the person from whom discovery is sought must be the only practical source of information available to the applicants; (d) the person from whom discovery is sought must be reasonably compensated for his expenses arising out of compliance with the discovery order; and (e) the public interests in favour of disclosure must outweigh the legitimate privacy concerns. See *Rogers Communications v. Voltage Pictures*, LLC, 2018 SCC 38 at para 18.

- [44] As noted above, a *bone fide* claim has been established. Courts have emphasized that financial institutions are "innocently involved" third parties from whom Norwich relief is regularly sought in fraud cases: see *Carbone v. Boccia*, 2022 ONSC 6528 [*Carbone*] at para 20. Records at such financial institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. The need to identify and trace to be legitimate objectives on which a Norwich order can be based see *Carbone* at para 17.
- [45] At this time, the order to produce documents is limited to The Toronto-Dominion Bank, however, the request for expanded relief may be made in the future on appropriate evidence.

Order and Comeback

- [46] Order to go in the form signed by me today with immediate effect and without the necessity of a formal order being taken out.
- [47] Because the Mareva Order is being granted on a motion without notice, it can only be granted for a limited duration of up to ten days. Accordingly, the matter has been scheduled to return to court on Friday, <u>August 15</u>, <u>2025</u>, <u>at 9:00 a.m</u> (virtually), at which time, the Receiver may ask for the Mareva Order to be extended.
- [48] If they appear, the court will hear from the Defendants. They may file evidence for purposes of that return date, or they may appear and ask to schedule a further return date, to challenge the Order and have it dissolved or terminated.
- [49] If none of the Defendants appear at the next return date, the Court will consider, based on the evidence to be provided by the Receiver about his efforts to serve them, whether to set a further return date or what further and other orders and directions might be appropriate regarding service and any future court appearances.
- [50] To that end, the Receiver shall make reasonable efforts to serve, or at least bring to the attention of, the Defendants as soon as possible this endorsement and the Order signed by me today. The Receiver shall also provide to the defendants its motion record in support of this motion.

August 7, 2025

Justice J. Dietrich

APPENDIX C

From: Calvin Horsten

August 7, 2025 5:14 PM Sent: To: Timothy Dunn; BenP

Cc: Mark van Zandvoort; Kyle Plunkett; Adrienne Ho; David Sieradzki; Jordan Wong; Tony Trifunovic Subject:

Notice of Mareva Injunction and Other Matters - LONDON VALLEY IV INC. v. BEHZAD PILEHVER et

al. - Court File No. CV-25-00748799-00CL

Attachments: Letter to Ben Pilehver.pdf; Order - Plaintiff - London Valley IV Inc. by its Receiver - 07-AUG-2025.pdf;

Endorsement - London Valley vs. Pilehver - CV-25-00748799-00CL - August 7 2025.pdf

Importance: High

Recipient Read Tracking:

Timothy Dunn

BenP

Read: 2025-08-07 5:19 PM Mark van Zandvoort

Kyle Plunkett Adrienne Ho David Sieradzki Jordan Wong Tony Trifunovic

Dear Mr. Pilehver and Mr. Dunn,

Please see the attached correspondence and enclosures including, without limitation, the Order and Endorsement of the Ontario Superior Court of Justice (Commercial List), each dated August 7, 2025, for your immediate attention.

Yours truly,

Calvin Horsten

Associate

T 416.865.3077 F 416.863.1515

E chorsten@airdberlis.com

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Aird & Berlis LLP operates as a multi-disciplinary practice.

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Mark van Zandvoort Direct: 416.865.4742 E-mail: mvanzandvoort@airdberlis.com

BEHZAD "BEN" PILEHVER

BEHZAD "BEN" PILEHVER

BEHZAD "BEN" PILEHVER

3275 Sheppard Avenue East

25 Mallard Road, Unit 100

North York, ON M3B 1S4

335 Parkview Avenue

Toronto, ON M2N 3Z6

Toronto, ON M1T 3P1

August 7, 2025

DELIVERED VIA EMAIL (<u>ben@sandgecko.ca</u> and <u>tdunn@blaney.com</u>), PROCESS SERVER, COURIER AND REGISTERED MAIL

BEHZAD "BEN" PILEHVER

50 West Wilmot Street, Suite 100 Richmond Hill, ON L4B 1M5

BEHZAD "BEN" PILEHVER

48 Chelford Road Toronto, ON M3B 2E5

BEHZAD "BEN" PILEHVER

Merci, PH 703, 27 Rean Drive Toronto, ON M2K 0A6

BEHZAD "BEN" PILEHVER

100 Harrison Garden Boulevard, 1515 Toronto, ON M2N 0C1

With a copy to:

BLANEY MCMURTRY LLP

Attention: Timothy Dunn 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5

Dear Mr. Pilehver:

Re:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC. v. BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN

PILEHVAR et al.

Court File No. CV-25-00748799-00CL

We are the lawyers for the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. (the "Plaintiff"), in the above noted action (the "Action").

We enclose and hereby serve upon you the Order (the "Order") and accompanying Endorsement of the Honourable Justice J. Dietrich made today in the Action granting the Plaintiff interim *Mareva* and *Norwich* injunctive relief against the following Defendants, including, without limitation, against you:

- 1. The Defendant, Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilehvar also known as Ben Pilevhr;
- 2. The Defendant, Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar; and
- 3. The Defendant, 2621598 Ontario Inc. doing business as Nali and Associates.

Restrictions Under the Order

Pursuant to paragraph 1 of the Order, and as further detailed therein, you are immediately restrained from directly or indirectly, by any means whatsoever: (i) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" of the Order; (ii) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and (iii) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

The foregoing restrictions apply to all of the Defendants' assets, including your own, whether or not they are in your name and whether or not they are solely or jointly owned. Your assets include any asset which you have the power, directly or indirectly, to dispose of or deal with as if it were your own. You are considered to have such power if a third party holds or controls the assets in accordance with your direct or indirect instructions.

Pursuant to paragraph 3 of the Order, if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

As outlined at the top of the Order, failure to comply therewith may result in the Court holding you in contempt. If held to be in contempt, you may be imprisoned, fined or have your assets seized. Any other person who knows of this Order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held in contempt of court and may be imprisoned, fined or have their assets seized.

Requirement to Deliver Sworn Statement

Pursuant to paragraph 5 of the Order, you are required to prepare and provide to the Plaintiff within seven (7) days a sworn statement describing the nature, value and location of your assets worldwide, whether in your own name or not and whether solely or jointly owned.

Requirement to Submit to Examination

Pursuant to paragraph 6 of the Order, you are required to submit to an examination under oath of the foregoing sworn statement or affidavit within fifteen (15) days of the delivery of such sworn statement or affidavit.



Materials Relied Upon in Support of Motion

The motion materials which were relied upon by the Plaintiff in support of the Order are enclosed as follows and are available in the following sharefile link: https://airdberlis.sharefile.com/public/share/web-s2ef162d2fbfc4e239e9e972e8b27f071

- i. Motion Record of the Plaintiff dated August 1, 2025 (Volumes I to V);
- ii. Supplementary Motion Record of the Plaintiff dated August 5, 2025;
- iii. Factum of the Plaintiff dated August 1, 2025;
- iv. Notice of Action issued August 5, 2025; and
- v. Book of Authorities issued August 1, 2025.

Comeback Hearing

In accordance with paragraph 12 of the Order, pursuant to the Endorsement enclosed, this matter has been scheduled for a comeback hearing before the Ontario Superior Court of Justice (Commercial List) on Friday, August 15, 2025 at 9:00 am via Zoom video conference in order to extend the duration of the Order (the "Comeback Hearing"). Please find enclosed a notice of motion in connection with that Comeback Hearing.

As is set out in paragraphs 48 to 49 of the Endorsement, should you wish to appear at the Comeback Hearing, the Court will hear from you. You may file evidence for the purpose of the Comeback Hearing, or you may appear at the Comeback Hearing and ask to schedule a further return date to challenge the Order.

Alternative Payment of Security

Pursuant to paragraph 10 of the Order and as alternative security thereto, you may pay the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court, and upon making such payment, the Order will cease to have effect.

Please review this letter, its enclosures and the Order carefully, and govern yourself accordingly.

We would ask that if you have the most recent contact information for Ms. Nali and Nali and Associates, including email addresses, that you provide them to the undersigned.

Yours truly,

Mark van Zandvoort

MZ/ch Encl.

AIRD BERLIS

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 7TH
JUSTICE J. DIETRICH)	DAY OF AUGUST, 2025

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

ORDER

NOTICE

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the "Receiver"), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

Mareva Injunction

- 1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other

person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
- 2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.
- 3. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

Ordinary Living Expenses

4. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

- 5. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.
- 6. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.
- 7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

Third Parties

- 8. **THIS COURT ORDERS** that The Toronto-Dominion Bank (the "Bank") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Bank, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.
- 9. **THIS COURT ORDERS** that the Bank and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank and such persons concerning the Defendants' assets and

accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

Alternative Payment of Security

10. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

- 11. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.
- 12. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

General

- 13. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.
- 14. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.
- 15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the

Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

- 16. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.
- 17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"

BANK	ACCOUNT NO.
The Toronto-Dominion Bank	1929-6177612
Unknown	19295023332

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Defendants

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

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Lawyers for the Plaintiff

Plaintiff



SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00748799-00CL DATE: August 7, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING:

London Valley IV, by Its Court-Appointed Receiver And Manager, KSV Restructuring Vs.
Pilehver, Behzad / Nali, Mahtab / 2621598 Ontario Inc.

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort, Counsel	The Plaintiff	mvanzandvoort@airdberlis.com
Calvin Horsten, Counsel		chorsten@airdberlis.com
David Sieradzki, Receiver	KSV Advisory	dsieradzki@ksvadvisory.com
Jordan Wong, Receiver		jwong@ksvadvisory.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

- [1] London Valley IV Inc. ("LV IV") by KSV Restructuring Inc. ("KSV") solely in its capacity as the Court-Appointed Receiver and Manager of LV IV, (the "Receiver") seeks on an ex parte basis a Mareva injunction and Norwich Order as against the Defendants, Behzad Pilehver ("Pilehver"), Mahtab Nali ("Nali") and 2621598 Ontario Inc. doing business as Nali and Associates ("Nali and Associates").
- [2] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.
- [3] As an initial matter, in support of this motion the Receiver filed the third Report of KSV dated August 1, 2025 as evidence. For the reasons set out in *Intercity Realty Inc v. PricewaterhouseCoopers Inc. et al.*, 2024 ONSC 2400 at para 51-53, I accept that a report of the Receiver as a court-officer is appropriate evidence in this context.
- [4] For the reasons set out below, the relief requested by the Receiver is granted.

Background

The Receivership Proceedings and the Parties

- [5] On March 6, 2025, under Court File No. CV-25-00736577-00CL (the "Receivership Proceedings"), KSV was appointed as Receiver of the assets, undertakings and properties of, among others, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) (the "Appointment Order").
- [6] The Receivership Proceedings were commenced by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Kobayashi Group**").
- [7] The Kobayashi Group, other members of their family and numerous other investors (collectively, the "Co-Owners") invested funds in certain land banking projects to finance the acquisition of real estate (the "Land Banking Enterprise"). Various companies (some of which are defined in the Appointment Order as the "Nominee Respondents"), including LV IV, were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees for the Co-Owners.
- [8] As part of the Receiver's powers under the Appointment Order, it was authorized to trace and follow the proceeds of any real property previously owned by any of the Nominee Respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the LV IV Property.
- [9] LV IV is an Ontario corporation, and owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the "LV IV Property") until the property was sold and transferred to a third-party purchaser for consideration of \$2 million on February 5, 2025.
- [10] At the time of the Receiver's appointment, Pilehver was and remains a director and officer of certain Nominee Respondents in the Land Banking Enterprise, including LV IV of which he is the sole director and President.
- [11] Nali is believed to be Pilehver's wife, although this has not been confirmed by the Receiver.
- [12] Nali and Associates is a business name registered by 2621598 Ontario Inc. (an Ontario Corporation). Nali is the President and sole director of Nali and Associates. In corporate filings, both Nali and Pilehver list their address for service as 48 Chelford Road, North York, Ontario.

The LV IV Property

- [13] The Kobayashi Group claims to have invested the aggregate amount of \$3.7 million to acquire an approximately 72% undivided beneficial interest in the LV IV Property. This interest was acquired pursuant to four sale agreements among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc., as vendor. Each of these sale agreements includes certain co-owner agreements, which require that, amongst other things, net income from the property be paid to Co-Owners and that Co-Owners holding at least 51% of the interests in the property approve any sale.
- Order") in the proceedings under Court File No. CV-24-00087580-0000 (the "Hamilton Proceedings") which includes at paragraph 5 of the Order provided that all persons with notice of the order were restrained from selling, removing, dissipating alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of certain companies. The Receiver's reading of this Order is that the companies referenced included LV IV and therefore the restriction applied to the LV IV Property. Although the defined terms in the October 31, 2024 Injunction Order are not straightforward, it appears on the evidence that all parties understood that the LV IV Property was subject to the Order and that formed part of the basis set out in the Receivership Proceedings.
- [15] Mr. Philehver was aware of the October 31, 2024 Injunction Order as he attached it to an affidavit he swore in the Hamilton Proceedings on January 20, 2025 (prior to the transfer of the LVI IV Property on February 5, 2025).
- [16] The Kobayashi Group, as a subset of the Co-Owners of the LV IV Property, filed evidence in support of the Appointment Order that the sale of the LV IV Property on February 5, 2025 was completed without the Kobayashi Group's knowledge or consent. Further, the Kobayashi Group asserted that they have not received any net income or other proceeds in connection with the LV IV Property.

Sale of LV IV Property and Alleged Misappropriation of Funds

- [17] The LV IV Property was sold without compliance with the co-owners agreement. Accepting the Receiver's interpretation of the October 31, 2024 Injunction Order, the LV IV Property was also sold in contravention of that Orde and in the face of the pending Receivership Proceeding of which Pilehver was aware.
- [18] Based on the terms of the Appointment Order the Receiver was provided with information that on February 5, 2025, the proceeds from the sale of the LV IV Property were deposited into the trust account (the "Hundal Account") for the lawyer, Parminder Hundal ("Hundal"), who acted for LV IV on the sale transaction were subsequently disbursed by Hundal, at Pilehver's direction, to the following persons and entities who appear to have no connection to LV IV or the LV IV Property:
 - a. on February 7, 2025, a payment was made from the Hundal Account to Nali in the amount of \$817,859.49, which payment was made by cheque and deposited into the Nali Bank Account. Initially, a wire in this amount was evidently sent to "Mahtab Nali" on February 6, 2025 with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through;
 - b. on February 18, 2025, a further \$80,800 was paid by cheque from the Hundal Account to Nali and Associates;
 - c. on February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm;
 - d. on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP;

- e. payments totalling \$103,040.42 were paid to Hundal's law firm on February 10, 12, 20 and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000. appears to have no connection to LV IV or the LV IV Property; and
- f. on March 5, 2025, one day prior to the Appointment Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP.42 On March 21, 2025, Blaney McMurtry LLP advised the service list in the Receivership Proceedings that it had been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- [19] Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response has been provided by Pilehver.

Issues

- [20] The issues to be decided in this motion are whether:
 - a. the Court should grant an ex parte interim and interlocutory Mareva injunction against the Defendants; and
 - b. the Norwich relief requested ought to be granted.

Analysis

Mareva Order

- [21] This Court has jurisdiction to grant an interlocutory injunction, including a Mareva injunction, pursuant to section 101 of the *Courts of Justice Act* (the "CJA"), where it appears just or convenient to do so. Pursuant to *Rule* 40.01 of the *Rules of Civil Procedure* RRO Reg 194 (the "Rules"), an interlocutory injunction or mandatory order under section 101 of the CJA may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.
- [22] A Mareva injunction is an exceptional remedy see *Aetna Financial Services v. Feigelman*, 1985 CanLII 55 (SCC).
- [23] The factors to be ordinarily considered in determining whether to grant Mareva relief include:
 - a. a strong prima facie case;
 - b. particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
 - c. some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
 - d. some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
 - e. proof of irreparable harm if the injunctive relief is not granted;
 - f. the balance of convenience favours the granting of the relief; and

g. an undertaking as to damages.

See Original Traders Energy Ltd. (Re), 2023 ONSC 1887 [Original Traders #1] at para 22.

Strong Prima Facie Case

- [24] To find a strong prima facie case the court must be satisfied that upon a preliminary review of the case, there is a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice see *R v Canadian Broadcasting Corp.*, 2018 SCC 5 at para 17.
- [25] Here, the Receiver claims fraud, breach of fiduciary duty, conversion, unjust enrichment, knowing assistance and knowing receipt as against the Defendants or any of them. Only one cause of action against each Defendant must show a strong prima facie case.
- [26] With respect to Pilehver, the claim of breach of fiduciary duty is asserted. To establish a breach of fiduciary duty, a plaintiff must establish the following elements: (a) proof of the duty, including that the fiduciary has scope for the exercise of some discretion or power, the fiduciary can unilaterally exercise that power or discretion so as to affect the beneficiary's legal or practical interest, and the beneficiary is peculiarly vulnerable to or at the mercy of the fiduciary holding the discretion or power; and (b) breach of the duty, including concealment or failure to advise of material facts, breach of trust, making a secret profit or acting in a conflict of interest, a causal connection between the breach and the alleged damages and the fiduciary's profit from its actions see *Hodgkinson v Simms*, [1994] 3 SCR 377.
- [27] Pilehver owed a fiduciary duty to LV IV, as the sole director thereof. By orchestrating a sale of the LV IV Property without proper authorization and then improperly transferring the proceeds to benefit the Defendants the Receiver has established a strong prima facie case of breach of fiduciary duty.
- [28] The tort of conversion is also asserted against all defendants. It involves a wrongful interference with the goods of another, such as taking, using or destroying the goods in a manner inconsistent with the owner's right to possession. The tort is one of strict liability, and accordingly, it is no defence that the wrongful act was committed in all innocence see *Wymor Construction Inc. v Gray*, 2012 ONSC 5022 at paras 18-19. In the present case, whether or not Nali knew about Pilehver's fraudulent activities is immaterial. The mere fact that she and Nali and Associates obtained funds belonging to LV IV (and, by virtue, its Co-Owners) without permission, and without any legal entitlement, amounts to strong pima facie case of conversion.
- [29] It may be that strong prima facie cases are also established in additional causes of action asserted including fraud, unjust enrichment, knowing assistance and knowing receipt, however, given my finding that a strong prima facie causes of action have been established against each of the defendants above it is not necessary to consider each of the causes of action asserted.

Full Disclosure of the Case

[30] I am satisfied that at this time the Receiver has provided full disclosure of the case. This matter will be subject to a comeback hearing and the Defendants will provided an opportunity to challenge the order that that time.

Grounds for Believing the Defendants have Assets in Ontario

- [31] The evidence that each of the Defendants has assets in Ontario is limited.
- [32] In Borrelli, in his Capacity as Trustee of the SFC Litigation Trust v. Chan, 2017 ONSC 1815 (CanLII) [SFC Litigation Trust], the Divisional Court reviewed a decision of Hainey J. where a worldwide Mareva

injunction was granted, despite a lack of evidence that the defendant had assets in Ontario. In reviewing the decision Justices Leitch and Sachs wrote:

- [25] ... The appellant's position is that in order to obtain an injunction, there is a substantive requirement that a defendant have assets in the jurisdiction to be subject to the restraining order. The appellants say there must be assets in this jurisdiction to ensure the order of the court is capable of implementation.
- [26] I do not accept the appellant's assertion. I recognize that in Chitel the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.
- [27] However, a court's in personam jurisdiction over a defendant justifying the issuance of a Mareva injunction is not dependant, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.
- [28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory junction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".
- [29] A Mareva injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.
- [33] As was recognized in SFC Litigation Trust (see para 38), although the usual case for a Maerva injunction is to prevent assets from leaving the jurisdiction, world-wide Maerva injunctions have been granted with increasing frequency to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff has established a strong prima facie case on the merits.
- [34] The evidence shows that Pilehver and Nali are each directors of several Ontario corporations with addresses for service listed in the corporate profile reports for each of them in Richmond Hill and Toronto. As noted above, Nali & Associates in incorporated in Ontario and the corporate profile report shows a registered or head office in North York, Ontario.
- [35] In addition, the evidence reflects that the cheque paid to Nali in the amount of \$817,859.49 was deposited into an account in the name of "NALI M" bearing Account No. 6177612 at The Toronto-Dominion Bank.

Risk of Dissipation of Assets

The risk of dissipation may be inferred by evidence suggestive of the defendants' fraudulent conduct see *Sibley* & *Associates LP v Ross*, 2011 ONSC 2951 [*Sibley*] at para 64. As in Sibley, here it is a reasonable inference given the following evidence that the Defendants are likely to attempt other means to put money out of the reach of the Receiver:

- a. Pilehver directed the sale of the LV IV Property and the distribution of sale proceeds therefrom despite having prior notice of the pending Receivership Proceedings concerning the LV IV Property and the October 31, 2024 Injunction Order restraining dealings with the LV IV Property, and despite being well aware of the consent and distribution requirements established by the relevant co-owner agreements (which requirements had not been complied with);
- b. the Defendants caused and/or facilitated the misappropriation of LV IV Property sale proceeds as evidenced by, among other things, (i) the payment of proceeds to Nali, Nali and Associates and

- other third parties; and (ii) written directions signed by Pilehver authorizing such payments without compliance with the requirements of the co-owner agreements; and
- c. despite repeated requests to Pilehver and his counsel to provide information and documentation regarding the distribution of the LV IV Property sale proceeds, which requests have gone unanswered.

Undertaking

- [36] The Receiver has not provided an undertaking as to damages. As noted by Justice Osborne in Original Traders #1 at para 51 " In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16." Here LV IV is insolvent and the Receiver as a Court officer is pursuing the relief for the benefit of LV IV's creditors.
- [37] As well, in *Business Development Bank of Canada v Aventura II Properties Inc*, 2016 ONCA 300, the Ontario Court of Appeal rejected that the court-appointed officer (a receiver) should be required to provide an undertaking as to damages in similar circumstances.
- [38] Accordingly, I am satisfied that the requirement for an undertaking as to damages is not required in this case.

Irreparable Harm & Balance of Convenience

- [39] An analysis of the irreparable harm and the balance of convenience is also required given that injunctive nature of the relief requested. Irreparable harm is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR at 341. 26.
- [40] In cases where a strong prima facie case for fraud has been established, it has been recognized that if the assets of the defendant are not secured, the plaintiff will likely not be able to collect on a money judgment, if successful.
- [41] LV IV stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders. Indeed, "the probability of irreparable harm increases as the probability of recovering damages decreases" see Original Traders #1 at para 49, citing *Christian-Philip v Rajalingam*, 2020 ONSC 1925 at para 33.

Norwich Order

- [42] In addition to a Mareva injunction, the Plaintiffs also seek a Norwich Order requiring the Defendants to produce documents from financial institutions.
- [43] The Supreme Court of Canada has confirmed the elements of the test for obtaining a Norwich Order: (a) a bona fide claim against the unknown alleged wrongdoer; (b) the person from whom discovery is sought must be in some way involved in the matter under dispute, he must be more than an innocent bystander; (c) the person from whom discovery is sought must be the only practical source of information available to the applicants; (d) the person from whom discovery is sought must be reasonably compensated for his expenses arising out of compliance with the discovery order; and (e) the public interests in favour of disclosure must outweigh the legitimate privacy concerns. See *Rogers Communications v. Voltage Pictures*, LLC, 2018 SCC 38 at para 18.

- [44] As noted above, a *bone fide* claim has been established. Courts have emphasized that financial institutions are "innocently involved" third parties from whom Norwich relief is regularly sought in fraud cases: see *Carbone v. Boccia*, 2022 ONSC 6528 [*Carbone*] at para 20. Records at such financial institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. The need to identify and trace to be legitimate objectives on which a Norwich order can be based see *Carbone* at para 17.
- [45] At this time, the order to produce documents is limited to The Toronto-Dominion Bank, however, the request for expanded relief may be made in the future on appropriate evidence.

Order and Comeback

- [46] Order to go in the form signed by me today with immediate effect and without the necessity of a formal order being taken out.
- [47] Because the Mareva Order is being granted on a motion without notice, it can only be granted for a limited duration of up to ten days. Accordingly, the matter has been scheduled to return to court on Friday, <u>August 15</u>, <u>2025</u>, <u>at 9:00 a.m</u> (virtually), at which time, the Receiver may ask for the Mareva Order to be extended.
- [48] If they appear, the court will hear from the Defendants. They may file evidence for purposes of that return date, or they may appear and ask to schedule a further return date, to challenge the Order and have it dissolved or terminated.
- [49] If none of the Defendants appear at the next return date, the Court will consider, based on the evidence to be provided by the Receiver about his efforts to serve them, whether to set a further return date or what further and other orders and directions might be appropriate regarding service and any future court appearances.
- [50] To that end, the Receiver shall make reasonable efforts to serve, or at least bring to the attention of, the Defendants as soon as possible this endorsement and the Order signed by me today. The Receiver shall also provide to the defendants its motion record in support of this motion.

August 7, 2025

Justice J. Dietrich

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR also known as BEN PILEVHR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

NOTICE OF MOTION (Comeback Hearing – *Mareva* Injunction and *Norwich* Order)

THE MOVING PARTY, London Valley IV Inc. ("**LV IV**") by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. ("**KSV**") will make a motion, to be heard by a judge of the Ontario Superior Court of Justice (Commercial List), on August 15, 2025 at 9:00am.

PROPOSED METHOD OF HEARING: The motion is to be heard:

	In writing under subrule 37.12.1 (1) because it is made without notice;
	In writing as an opposed motion under subrule 37.12.1(4);
	In person;
	By telephone conference;
\boxtimes	By video conference.

THE MOTION IS FOR:

- an Order for the continuation of the Mareva Order (as defined herein) of the Honourable Madam Justice Dietrich dated August 7, 2025 on an interlocutory basis through to trial of this matter, or alternatively, an extension of the Mareva Order for a further ten days pending a further comeback hearing;
- an order that the costs of this Motion be paid by the Defendants to the Plaintiff on a scale as is just; and
- granting such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- 4. Pursuant to an Order of this Court issued March 6, 2025 (the "Receivership Order"), the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "Court") appointed KSV Restructuring Inc. ("KSV") as receiver and manager (in such capacity, and not in its personal, corporate or any other capacity, the "Receiver") of the assets, undertakings and personal property of, inter alios, London Valley IV Inc. ("LV IV"), and the proceeds thereof, including with respect to the LV IV Property (as defined below) and any assets or property held by LV IV in trust for any third party, pursuant to section 101 of the Courts of Justice Act (the "Receivership Proceedings").
- 5. The Receivership Proceedings were commenced by way of application brought by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "Kobayashi Group") over various property and companies.
 Members of the Kobayashi Group were investors in and co-owners (all such co-owners)

being referred to as "**Co-Owners**") of, *inter alia*, the LV IV Property (holding an approximately 72% undivided beneficial interest therein).

6. Since its appointment, the Receiver has used, and continues to use, its investigatory powers under the Receivership Order to investigate misconduct in the governance of LV IV for the benefit of stakeholders thereof including, *inter alia*, the Kobayashi Group and other co-owners of the LV IV Property.

THE LV IV PROPERTY

- LV IV was previously the registered owner of the real property municipally known as 6211
 Colonel Talbot Road, London, Ontario and legally described under PIN 08211-0150 (the "LV IV Property").
- 8. On February 5, 2025, the LV IV Property was sold and transferred for \$2 million.
- 9. At the time of the sale of the LV IV Property, the Defendant Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilevhr ("Pilehver") was a director of LV IV.
- 10. Upon the sale of the LV IV Property, proceeds of \$1,899,510.740 (the "Proceeds") were paid into the trust account of a lawyer named Parminder Hundal of the law firm Parminder Hundal Law Professional Corporation ("Hundal"), who acted as counsel to LV IV in the transaction.
- 11. In February and March 2025, prior to the Receiver's appointment, the Proceeds were disbursed at Pilehver's direction, including as follows:
 - (a) Per a written direction executed by Pilehver, Pilehver directed that the net proceeds of the sale be payable to the Defendants 2621598 Ontario Inc. doing business as Nali and

Associates ("Nali and Associates") and Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar ("Nali"), which resulted in the following disbursements totalling \$897,859.49:

- (i) By certified cheque dated February 6, 2025, \$817,859.49 of the Proceeds was paid from Hundal's trust account to Nali, which is believed to have been deposited into The Toronto-Dominion Bank account number 1929-6177612 held in the name of Mahtab Nali (the "Nali Bank Account"). Initially, a wire in this amount was evidently sent to "Mahtab Nali" with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through. Nali is believed to be Pilehver's spouse, although that has not been confirmed by the Receiver;
- (ii) By cheque dated February 18, 2025, a further \$80,800 was paid from Hundal's trust account to Nali and Associates, which the Receiver believes to be to the benefit of Nali and/or Pilehver;
- (b) Per a further written direction executed by Pilehver on February 10, 2025:
 - (i) On February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm which appears to have no connection to LV IV or the LV IV Property;
 - (ii) on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP which again appears to have no connection to LV IV or the LV IV Property;
- (c) payments totalling \$103,040.42 were paid to Hundal on February 10, 12, 20, and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000.42 appears to have no connection to LV IV or the LV IV Property; and

- (d) On March 5, 2025, one day prior to the Receivership Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP. On March 21, 2025, Blaney McMurtry LLP advised the Service List in the Receivership Proceedings that it has been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada Management Inc. ("TGP Canada") (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- 12. Pilehver, in his capacity as director of LV IV, breached his fiduciary and other legal obligations to LV IV by failing to comply with the co-ownership arrangements governing the LV IV Property. He wrongfully directed the sale of the LV IV Property, and then misappropriated the proceeds of sale therefrom by directing LV IV's counsel, Hundal, to disburse the foregoing proceeds as detailed in paragraph 11 above. There was no consideration nor valid business purpose for the proceeds of sale to have been disbursed in this regard.
- Pilehver profited and benefited from these breaches of his duties, as did Nali and Nali and Associates.
- 14. The applicable members of the Kobayashi Group, holding an approximately 72% undivided beneficial interest in the LV IV Property, did not have knowledge or give consent regarding the sale of the LV IV Property.
- 15. The sale of the LV IV Property was in contravention of co-ownership arrangements governing the LV IV Property which require that, *inter alia*, such property can only be sold if an ordinary resolution is passed by the applicable owners, and that net income from the financing, refinancing and sale of the LV IV Property is to be distributed. No such distribution occurred.

- 16. Based on the foregoing transactions and the surrounding circumstances, as further detailed in the Third Report of the Receiver dated August 1, 2025 (the "Third Report") and Supplement to the Third Report of the Receiver dated August 5, 2025 (the "Supplement to the Third Report"), the Receiver believes that the proceeds from the sale of the LV IV Property were improperly paid to directly or indirectly benefit the Defendants.
- 17. The Receiver commenced this action to seek the *Mareva* Injunction and *Norwich* Order which is the subject of the within motion, and to claim additional relief, including, a constructive trust, equitable lien and/or damages in the amount of \$1,071,551.06, and such additional amounts as may be particularized prior to trial, for:
 - (a) with respect to Pilevhver, fraud, breach of fiduciary duty, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
 - (b) with respect to Nali and Nali and Associates, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
- 18. By virtue of the facts set out in the Third Report and Supplement to the Third Report, the Plaintiff has a strong *prima facie* case against the Defendants.
- 19. Pilehver and Nali are Ontario residents. Nali and Associates is a corporation incorporated in Ontario. In addition, there are grounds for believing that the Defendants have assets in Ontario including, without limitation, shares in several Ontario corporations, and the Nali Bank Accounts.
- 20. The inference of a sufficient risk of asset disposition can reasonably be drawn from the facts herein.

- 21. The Plaintiff and its stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders.
- 22. The balance of convenience favours granting a *Mareva* injunction.
- 23. The Plaintiff, by its Receiver, ought not to be required to provide an undertaking as to damages given the Receiver's role as a court-appointed officer and its strong *prima facie* case as against the Defendants.
- 24. Furthermore, the *Norwich* relief sought is justified given the Plaintiff's *bona fide* claim against the Defendants and the fact that records at the Financial Institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. Furthermore, the Financial Institutions are the only practical source of this information, and the public interest favours disclosure.
- 25. In the Third Report and Supplement to the Third Report, the Receiver has made full and frank disclosure of all material facts, including that:
 - (a) The Receiver has not inquired with the recipients of the Proceeds listed in paragraph 11 above as to why they received such proceeds. It is the Receiver's position that it is not required to have made such inquiries. Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response was provided by Pilehver, and upon receiving documentation from Hundal's LawPro counsel as to where the proceeds were disbursed, the Receiver commenced this action and motion in an attempt to secure the misappropriated public investors' funds at issue for the benefit of LV IV's stakeholders;

- (b) To the Receiver's knowledge, Pilehver and the Paybank Parties have at all times taken the position that they have acted in the best interests of the Co-Owners, with requisite authority of the Co-Owners, including as was detailed by Pilehver in an affidavit which he swore on January 20, 2025 (the "Pilehver Affidavit") in certain proceedings commenced in Hamilton, Ontario (CV-24-00087580-0000, the "Hamilton Proceedings"), in which TGP Canada had sought to intervene;
- (c) The Hamilton Proceedings were commenced by and against certain parties to transactions which took place in 2024 concerning the Land Banking Enterprise (as defined in the Third Report) at issue, and which transactions are referred to in the Third Report as the Enterprise Transaction; and
- (d) The underlying transactions and validity of them which took place in 2024 as part of the Enterprise Transaction are not yet fully understood by the Receiver given the scarcity and incompleteness of the books and records available to the Receiver, and Pilehver may have an explanation for his conduct as pleaded herein. However, based on the Receiver's review of the Pilehver Affidavit, the underlying investment documentation concerning the Kobayashi Group's beneficial interest as Co-Owners in the LV IV Property and an October 31, 2024 Injunction Order issued in the Hamilton Proceedings (as is discussed in the Third Report, Supplement to the Third Report and Plaintiff's factum filed on this motion), there does not appear to be a *bona fide* justification for Pilehver's marketing and sale of the LV IV Property and his subsequent directions to Hundal with respect to the distribution of the Proceeds. The Receiver believes it has a strong *prima facie* case against the Defendants.

- 26. On August 7, 2025, on an *ex parte* basis, the Honourable Madam Justice Dietrich issued an Order in these proceedings (the "**Mareva Order**") granting *Mareva* and *Norwich* relief as against the Defendants.
- 27. In all the circumstances, it is just and equitable for the Order sought to be continued on an interlocutory basis through to trial of this matter.
- 28. Rules 1.04, 2.01, 2.03, 3.02, 37, 39, 40, 40.02(2), 40.02(3), 40.03 and 57 of the *Rules of Civil Procedure*.
- 29. Sections 96 and 101 of the Courts of Justice Act.
- 30. The statutory, inherent and equitable jurisdiction of this Honourable Court.
- 31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 32. The Third Report of the Receiver dated August 1, 2025.
- 33. The Supplement to the Third Report of the Receiver dated August 5, 2025.
- 34. The Factum of the Plaintiff dated August 1, 2025.
- 35. The pleadings and proceedings herein.
- 36. Such further and other evidence as counsel may advise and this Honourable Court may permit.

August 7, 2025

Aird & Berlis LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

Mark van Zandvoort (LSO No. 59120U)

Tel: (416) 865-4742

Email: mvanzandvoort@airdberlis.com

Kyle Plunkett (LSO No. 61044N)

Tel: (416) 865-3406

Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)

Tel: (416) 865-7980 Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I)

Tel: (416) 865-3077

Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

Defendants

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Plaintiff

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

NOTICE OF MOTION

AIRD & BERLIS LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

Mark van Zandvoort (LSO No. 59120U)

Email: <u>mvanzandvoort@airdberlis.com</u>

Kyle Plunkett (LSO No. 61044N) Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)

Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I) Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

Tel: (416) 863-1500

APPENDIX D

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

- and -

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVER also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

AFFIDAVIT OF SERVICE

- I, NEIL MARKOWSKI, of the City of Toronto, in the Province of Ontario, MAKE

 OATH AND SAY AS FOLLOWS:
- 1. On August 7, 2025 at 9:00pm, I served the Defendant, BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR personally at 48 Chelford Road, North York, Ontario, with the following materials:
 - a. Letter dated August 7, 2025 advising of the *Mareva* injunction, among other things, and enclosing the Order and Endorsement of the Honourable Madam Justice Dietrich each dated August 7, 2025, as well as the Notice of Motion of the Plaintiff/Moving Party dated August 7, 2025 reflecting a comeback hearing in this matter scheduled for August 15, 2025 at 9:00am;

- b. Notice of Action of the Plaintiff issued on August 5, 2025;
- c. Volumes I, II, III, IV and IV of the Motion Record of the Plaintiff/Moving Party dated August 1, 2025;
- d. Factum of the Plaintiff/Moving Party dated August 1, 2025;
- e. Book of Authorities of the Plaintiff/Moving Party dated August 1, 2025; and
- f. Supplementary Motion Record of the Plaintiff/Moving Party dated August 5, 2025.
- 2. I was able to identify the person by means of his verbal admission to me.

SWORN remotely by Neil Markowski, before
me at the City of Toronto in the Province of
Ontario on this 8th day of August, 2025, in
accordance with O. Reg 431/20,
Administering Oath or Declaration Remotely.

Docusigned by:

| A Commissioner, etc.
| Calvin Horsten
(LSO No. 90418I)

by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC. LONDON VALLEY IV INC.,

Plaintiff

Defendants

BEHZAD PILEHVER et al.

- and -

Court File No. CV-25-00748799-00CL

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

Proceedings commenced at Toronto

AFFIDAVIT OF SERVICE

AIRD & BERLIS LLP

181 Bay Street, Suite 1800 **Barristers and Solicitors** Toronto, ON M5J 2T9 Mark van Zandvoort (LSO No. 59120U)

Email: mvandandvoort@airdberlis.com

Kyle Plunkett (LSO No. 61044N) Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N) Email: aho@airdberlis.com Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Tel: (416) 863-1500

Lawyers for the Plaintiff

APPENDIX E

From: BenP <ben@sandgecko.ca>

To: Calvin Horsten

Sent: August 12, 2025 2:44 PM

Subject: Read: Notice of Mareva Injunction and Other Matters - LONDON VALLEY IV INC. v. BEHZAD

PILEHVER et al. - Court File No. CV-25-00748799-00CL

Your message To: BenP Subject: Notice of Mareva Injunction and Other Matters - LONDON VALLEY IV INC. v. BEHZAD PILEHVER et al. - Court File No. CV-25-00748799-00CL Sent: Thursday, August 7, 2025 5:13:51 PM (UTC-05:00) Eastern Time (US & Canada) was read on Tuesday, Augu

CGBANNERINDICATOR

Your message

To: BenP

Subject: Notice of Mareva Injunction and Other Matters - LONDON VALLEY IV INC. v. BEHZAD PILEHVER et al. - Court File No. CV-25-00748799-00CL

Sent: Thursday, August 7, 2025 5:13:51 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Tuesday, August 12, 2025 2:43:36 PM (UTC-05:00) Eastern Time (US & Canada).

APPENDIX F

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

- and -

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVER also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

AFFIDAVIT OF SERVICE

I, LISA MAITMAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

- 1. On August 8, 2025 at 12:28pm, I served the Defendant, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR personally at 25 Mallard Road, North York, Ontario, with the following materials:
 - a. Letter dated August 7, 2025 advising of the *Mareva* injunction, among other things, and enclosing the Order and Endorsement of the Honourable Madam Justice Dietrich each dated August 7, 2025, as well as the Notice of Motion of the Plaintiff/Moving Party dated August 7, 2025 reflecting a comeback hearing in this matter scheduled for August 15, 2025 at 9:00am;

- b. Notice of Action of the Plaintiff issued on August 5, 2025;
- Volumes I, II, III, IV and IV of the Motion Record of the Plaintiff/Moving Party dated August 1, 2025;
- d. Factum of the Plaintiff/Moving Party dated August 1, 2025;
- e. Book of Authorities of the Plaintiff/Moving Party dated August 1, 2025; and
- f. Supplementary Motion Record of the Plaintiff/Moving Party dated August 5, 2025.
- 2. I was able to identify the person by means of her verbal admission to me.
- 3. On August 8, 2025 at 12:28pm, I also served the Defendant, 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES by leaving a copy with MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR, Director and a person in control or management of the said defendant at 25 Mallard Road, North York, Ontario, with the following materials:
 - a. Letter dated August 7, 2025 advising of the *Mareva* injunction, among other things, and enclosing the Order and Endorsement of the Honourable Madam Justice Dietrich each dated August 7, 2025, as well as the Notice of Motion of the Plaintiff/Moving Party dated August 7, 2025 reflecting a comeback hearing in this matter scheduled for August 15, 2025 at 9:00am;
 - b. Notice of Action of the Plaintiff issued on August 5, 2025;
 - c. Volumes I, II, III, IV and IV of the Motion Record of the Plaintiff/Moving Party dated August 1, 2025;

- d. Factum of the Plaintiff/Moving Party dated August 1, 2025;
- e. Book of Authorities of the Plaintiff/Moving Party dated August 1, 2025; and
- f. Supplementary Motion Record of the Plaintiff/Moving Party dated August 5, 2025.
- 4. I was able to identify the person by means of her verbal admission to me.

SWORN remotely by Lisa Maitman, before	
me at the City of Toronto in the Province of	
Ontario on this 8 th day of August, 2025, in	
accordance with O. Reg 431/20,	
Administering Oath or Declaration Remotely.	
DocuSigned by: 12:107F09D02B40F	Signed by:
A Commissioner, etc.	LISA MAITMAN
Calvin Horsten)
(LSO No. 90418I)	

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

Defendants

BEHZAD PILEHVER et al.

- and -

Court File No. CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF SERVICE

AIRD & BERLIS LLP

Barristers and Solicitors 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9 Mark van Zandvoort (LSO No. 59120U)

Email: mvandandvoort@airdberlis.com

Kyle Plunkett (LSO No. 61044N) Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)

Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Tel: (416) 863-1500

Lawyers for the Plaintiff

APPENDIX G



Mark van Zandvoort Direct: 416.865.4742 E-mail: mvanzandvoort@airdberlis.com

August 7, 2025

DELIVERED VIA PROCESS SERVER, COURIER AND REGISTERED MAIL

2621598 ONTARIO INC. doing business as

NALI AND ASSOCIATES

48 Chelford Road Toronto, ON M3B 2E5 **MAHTAB NALI**

Merci, PH 703, 27 Rean Drive

Toronto, ON M2K 0A6

MAHTAB NALI

70 Harrison Road North York, ON M2L 1V9 **MAHTAB NALI**

48 Chelford Road Toronto, ON M3B 2E5

Dear Ms. Nali:

Re: LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager,

KSV RESTRUCTURING INC. v. BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN

PILEHVAR et al.

Court File No. CV-25-00748799-00CL

We are the lawyers for the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. (the "Plaintiff"), in the above noted action (the "Action").

We enclose and hereby serve upon you the Order (the "Order") and accompanying Endorsement of the Honourable Justice J. Dietrich made today in the Action granting the Plaintiff interim *Mareva* and *Norwich* injunctive relief against the following Defendants, including, without limitation, against you:

- 1. The Defendant, Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar (hereinafter collectively, "Ms. Nali");
- 2. The Defendant, 2621598 Ontario Inc. doing business as Nali and Associates (hereinafter, "Nali and Associates"); and
- 3. The Defendant, Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilehvar also known as Ben Pilevhr (hereinafter collectively, "**Mr. Pilehver**").

Restrictions Under the Order

Pursuant to paragraph 1 of the Order, and as further detailed therein, Ms. Nali, Nali and Associates (together, "you") and Mr. Pilehver are immediately restrained from directly or indirectly, by any means whatsoever: (i) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" of the Order; (ii) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and (iii) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

The foregoing restrictions apply to all of the Defendants' assets, including your own, whether or not they are in your name and whether or not they are solely or jointly owned. Your assets include any asset which you have the power, directly or indirectly, to dispose of or deal with as if it were your own. You are considered to have such power if a third party holds or controls the assets in accordance with your direct or indirect instructions.

Pursuant to paragraph 3 of the Order, if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

As outlined at the top of the Order, failure to comply therewith may result in the Court holding you in contempt. If held to be in contempt, you may be imprisoned, fined or have your assets seized. Any other person who knows of this Order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held in contempt of court and may be imprisoned, fined or have their assets seized.

Requirement to Deliver Sworn Statement

Pursuant to paragraph 5 of the Order, you are each required to prepare and provide to the Plaintiff within seven (7) days a sworn statement describing the nature, value and location of your assets worldwide, whether in your own name or not and whether solely or jointly owned. For greater certainty, sworn statements are required to be delivered from and with respect to the assets of each of (i) Ms. Nali and (ii) Nali and Associates.

Requirement to Submit to Examination

Pursuant to paragraph 6 of the Order, you are required, both in your personal capacity and in your capacity as a director and officer of Nali and Associates, to submit to an examination under oath within fifteen (15) days of the delivery of the aforementioned sworn statements.

Materials Relied Upon in Support of Motion

The motion materials which were relied upon by the Plaintiff in support of the Order are enclosed as follows:



Page 3

- i. Motion Record of the Plaintiff dated August 1, 2025 (Volumes I to V);
- ii. Supplementary Motion Record of the Plaintiff dated August 5, 2025;
- iii. Factum of the Plaintiff dated August 1, 2025;
- iv. Notice of Action issued August 5, 2025; and
- v. Book of Authorities issued August 1, 2025.

Comeback Hearing

In accordance with paragraph 12 of the Order, pursuant to the Endorsement enclosed, this matter has been scheduled for a comeback hearing before the Ontario Superior Court of Justice (Commercial List) on Friday, August 15, 2025 at 9:00 am via Zoom video conference in order to extend the duration of the Order (the "Comeback Hearing"). Please find enclosed a notice of motion in connection with that Comeback Hearing.

As is set out in paragraphs 48 to 49 of the Endorsement, should you wish to appear at the Comeback Hearing, the Court will hear from you. You may file evidence for the purpose of the Comeback Hearing, or you may appear at the Comeback Hearing and ask to schedule a further return date to challenge the Order.

Alternative Payment of Security

Pursuant to paragraph 10 of the Order and as alternative security thereto, you may pay the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court, and upon making such payment, the Order will cease to have effect.

Please review this letter, its enclosures and the Order carefully, and govern yourself accordingly.

Finally, please provide the undersigned with your most recent contact information, both in your personal capacity and in your capacity as a director and officer of 2621598 Ontario Inc. doing business as Nali and Associates, including email addresses.

Yours truly,

Mark van Zandvoort

MZ/ch Encl.



Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 7TH
JUSTICE J. DIETRICH)	DAY OF AUGUST, 2025

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

ORDER

NOTICE

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the "Receiver"), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

Mareva Injunction

- 1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other

person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
- 2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.
- 3. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

Ordinary Living Expenses

4. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

- 5. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.
- 6. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.
- 7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

Third Parties

- 8. **THIS COURT ORDERS** that The Toronto-Dominion Bank (the "Bank") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Bank, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.
- 9. **THIS COURT ORDERS** that the Bank and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank and such persons concerning the Defendants' assets and

accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

Alternative Payment of Security

10. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

- 11. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.
- 12. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

General

- 13. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.
- 14. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.
- 15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the

Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

- 16. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.
- 17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"

BANK	ACCOUNT NO.
The Toronto-Dominion Bank	1929-6177612
Unknown	19295023332

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Defendants

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

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Plaintiff



SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00748799-00CL DATE: August 7, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING:

London Valley IV, by Its Court-Appointed Receiver And Manager, KSV Restructuring Vs.
Pilehver, Behzad / Nali, Mahtab / 2621598 Ontario Inc.

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort, Counsel	The Plaintiff	mvanzandvoort@airdberlis.com
Calvin Horsten, Counsel		chorsten@airdberlis.com
David Sieradzki, Receiver	KSV Advisory	dsieradzki@ksvadvisory.com
Jordan Wong, Receiver		jwong@ksvadvisory.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

- [1] London Valley IV Inc. ("LV IV") by KSV Restructuring Inc. ("KSV") solely in its capacity as the Court-Appointed Receiver and Manager of LV IV, (the "Receiver") seeks on an ex parte basis a Mareva injunction and Norwich Order as against the Defendants, Behzad Pilehver ("Pilehver"), Mahtab Nali ("Nali") and 2621598 Ontario Inc. doing business as Nali and Associates ("Nali and Associates").
- [2] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.
- [3] As an initial matter, in support of this motion the Receiver filed the third Report of KSV dated August 1, 2025 as evidence. For the reasons set out in *Intercity Realty Inc v. PricewaterhouseCoopers Inc. et al.*, 2024 ONSC 2400 at para 51-53, I accept that a report of the Receiver as a court-officer is appropriate evidence in this context.
- [4] For the reasons set out below, the relief requested by the Receiver is granted.

Background

The Receivership Proceedings and the Parties

- [5] On March 6, 2025, under Court File No. CV-25-00736577-00CL (the "Receivership Proceedings"), KSV was appointed as Receiver of the assets, undertakings and properties of, among others, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) (the "Appointment Order").
- [6] The Receivership Proceedings were commenced by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Kobayashi Group**").
- [7] The Kobayashi Group, other members of their family and numerous other investors (collectively, the "Co-Owners") invested funds in certain land banking projects to finance the acquisition of real estate (the "Land Banking Enterprise"). Various companies (some of which are defined in the Appointment Order as the "Nominee Respondents"), including LV IV, were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees for the Co-Owners.
- [8] As part of the Receiver's powers under the Appointment Order, it was authorized to trace and follow the proceeds of any real property previously owned by any of the Nominee Respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the LV IV Property.
- [9] LV IV is an Ontario corporation, and owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the "LV IV Property") until the property was sold and transferred to a third-party purchaser for consideration of \$2 million on February 5, 2025.
- [10] At the time of the Receiver's appointment, Pilehver was and remains a director and officer of certain Nominee Respondents in the Land Banking Enterprise, including LV IV of which he is the sole director and President.
- [11] Nali is believed to be Pilehver's wife, although this has not been confirmed by the Receiver.
- [12] Nali and Associates is a business name registered by 2621598 Ontario Inc. (an Ontario Corporation). Nali is the President and sole director of Nali and Associates. In corporate filings, both Nali and Pilehver list their address for service as 48 Chelford Road, North York, Ontario.

The LV IV Property

- [13] The Kobayashi Group claims to have invested the aggregate amount of \$3.7 million to acquire an approximately 72% undivided beneficial interest in the LV IV Property. This interest was acquired pursuant to four sale agreements among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc., as vendor. Each of these sale agreements includes certain co-owner agreements, which require that, amongst other things, net income from the property be paid to Co-Owners and that Co-Owners holding at least 51% of the interests in the property approve any sale.
- Order") in the proceedings under Court File No. CV-24-00087580-0000 (the "Hamilton Proceedings") which includes at paragraph 5 of the Order provided that all persons with notice of the order were restrained from selling, removing, dissipating alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of certain companies. The Receiver's reading of this Order is that the companies referenced included LV IV and therefore the restriction applied to the LV IV Property. Although the defined terms in the October 31, 2024 Injunction Order are not straightforward, it appears on the evidence that all parties understood that the LV IV Property was subject to the Order and that formed part of the basis set out in the Receivership Proceedings.
- [15] Mr. Philehver was aware of the October 31, 2024 Injunction Order as he attached it to an affidavit he swore in the Hamilton Proceedings on January 20, 2025 (prior to the transfer of the LVI IV Property on February 5, 2025).
- [16] The Kobayashi Group, as a subset of the Co-Owners of the LV IV Property, filed evidence in support of the Appointment Order that the sale of the LV IV Property on February 5, 2025 was completed without the Kobayashi Group's knowledge or consent. Further, the Kobayashi Group asserted that they have not received any net income or other proceeds in connection with the LV IV Property.

Sale of LV IV Property and Alleged Misappropriation of Funds

- [17] The LV IV Property was sold without compliance with the co-owners agreement. Accepting the Receiver's interpretation of the October 31, 2024 Injunction Order, the LV IV Property was also sold in contravention of that Orde and in the face of the pending Receivership Proceeding of which Pilehver was aware.
- [18] Based on the terms of the Appointment Order the Receiver was provided with information that on February 5, 2025, the proceeds from the sale of the LV IV Property were deposited into the trust account (the "Hundal Account") for the lawyer, Parminder Hundal ("Hundal"), who acted for LV IV on the sale transaction were subsequently disbursed by Hundal, at Pilehver's direction, to the following persons and entities who appear to have no connection to LV IV or the LV IV Property:
 - a. on February 7, 2025, a payment was made from the Hundal Account to Nali in the amount of \$817,859.49, which payment was made by cheque and deposited into the Nali Bank Account. Initially, a wire in this amount was evidently sent to "Mahtab Nali" on February 6, 2025 with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through;
 - b. on February 18, 2025, a further \$80,800 was paid by cheque from the Hundal Account to Nali and Associates;
 - c. on February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm;
 - d. on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP;

- e. payments totalling \$103,040.42 were paid to Hundal's law firm on February 10, 12, 20 and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000. appears to have no connection to LV IV or the LV IV Property; and
- f. on March 5, 2025, one day prior to the Appointment Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP.42 On March 21, 2025, Blaney McMurtry LLP advised the service list in the Receivership Proceedings that it had been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- [19] Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response has been provided by Pilehver.

Issues

- [20] The issues to be decided in this motion are whether:
 - a. the Court should grant an ex parte interim and interlocutory Mareva injunction against the Defendants; and
 - b. the Norwich relief requested ought to be granted.

Analysis

Mareva Order

- [21] This Court has jurisdiction to grant an interlocutory injunction, including a Mareva injunction, pursuant to section 101 of the *Courts of Justice Act* (the "CJA"), where it appears just or convenient to do so. Pursuant to *Rule* 40.01 of the *Rules of Civil Procedure* RRO Reg 194 (the "Rules"), an interlocutory injunction or mandatory order under section 101 of the CJA may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.
- [22] A Mareva injunction is an exceptional remedy see *Aetna Financial Services v. Feigelman*, 1985 CanLII 55 (SCC).
- [23] The factors to be ordinarily considered in determining whether to grant Mareva relief include:
 - a. a strong prima facie case;
 - b. particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
 - c. some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
 - d. some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
 - e. proof of irreparable harm if the injunctive relief is not granted;
 - f. the balance of convenience favours the granting of the relief; and

g. an undertaking as to damages.

See Original Traders Energy Ltd. (Re), 2023 ONSC 1887 [Original Traders #1] at para 22.

Strong Prima Facie Case

- [24] To find a strong prima facie case the court must be satisfied that upon a preliminary review of the case, there is a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice see *R v Canadian Broadcasting Corp.*, 2018 SCC 5 at para 17.
- [25] Here, the Receiver claims fraud, breach of fiduciary duty, conversion, unjust enrichment, knowing assistance and knowing receipt as against the Defendants or any of them. Only one cause of action against each Defendant must show a strong prima facie case.
- [26] With respect to Pilehver, the claim of breach of fiduciary duty is asserted. To establish a breach of fiduciary duty, a plaintiff must establish the following elements: (a) proof of the duty, including that the fiduciary has scope for the exercise of some discretion or power, the fiduciary can unilaterally exercise that power or discretion so as to affect the beneficiary's legal or practical interest, and the beneficiary is peculiarly vulnerable to or at the mercy of the fiduciary holding the discretion or power; and (b) breach of the duty, including concealment or failure to advise of material facts, breach of trust, making a secret profit or acting in a conflict of interest, a causal connection between the breach and the alleged damages and the fiduciary's profit from its actions see *Hodgkinson v Simms*, [1994] 3 SCR 377.
- [27] Pilehver owed a fiduciary duty to LV IV, as the sole director thereof. By orchestrating a sale of the LV IV Property without proper authorization and then improperly transferring the proceeds to benefit the Defendants the Receiver has established a strong prima facie case of breach of fiduciary duty.
- [28] The tort of conversion is also asserted against all defendants. It involves a wrongful interference with the goods of another, such as taking, using or destroying the goods in a manner inconsistent with the owner's right to possession. The tort is one of strict liability, and accordingly, it is no defence that the wrongful act was committed in all innocence see *Wymor Construction Inc. v Gray*, 2012 ONSC 5022 at paras 18-19. In the present case, whether or not Nali knew about Pilehver's fraudulent activities is immaterial. The mere fact that she and Nali and Associates obtained funds belonging to LV IV (and, by virtue, its Co-Owners) without permission, and without any legal entitlement, amounts to strong pima facie case of conversion.
- [29] It may be that strong prima facie cases are also established in additional causes of action asserted including fraud, unjust enrichment, knowing assistance and knowing receipt, however, given my finding that a strong prima facie causes of action have been established against each of the defendants above it is not necessary to consider each of the causes of action asserted.

Full Disclosure of the Case

[30] I am satisfied that at this time the Receiver has provided full disclosure of the case. This matter will be subject to a comeback hearing and the Defendants will provided an opportunity to challenge the order that that time.

Grounds for Believing the Defendants have Assets in Ontario

- [31] The evidence that each of the Defendants has assets in Ontario is limited.
- [32] In Borrelli, in his Capacity as Trustee of the SFC Litigation Trust v. Chan, 2017 ONSC 1815 (CanLII) [SFC Litigation Trust], the Divisional Court reviewed a decision of Hainey J. where a worldwide Mareva

injunction was granted, despite a lack of evidence that the defendant had assets in Ontario. In reviewing the decision Justices Leitch and Sachs wrote:

- [25] ... The appellant's position is that in order to obtain an injunction, there is a substantive requirement that a defendant have assets in the jurisdiction to be subject to the restraining order. The appellants say there must be assets in this jurisdiction to ensure the order of the court is capable of implementation.
- [26] I do not accept the appellant's assertion. I recognize that in Chitel the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.
- [27] However, a court's in personam jurisdiction over a defendant justifying the issuance of a Mareva injunction is not dependant, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.
- [28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory junction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".
- [29] A Mareva injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.
- [33] As was recognized in SFC Litigation Trust (see para 38), although the usual case for a Maerva injunction is to prevent assets from leaving the jurisdiction, world-wide Maerva injunctions have been granted with increasing frequency to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff has established a strong prima facie case on the merits.
- [34] The evidence shows that Pilehver and Nali are each directors of several Ontario corporations with addresses for service listed in the corporate profile reports for each of them in Richmond Hill and Toronto. As noted above, Nali & Associates in incorporated in Ontario and the corporate profile report shows a registered or head office in North York, Ontario.
- [35] In addition, the evidence reflects that the cheque paid to Nali in the amount of \$817,859.49 was deposited into an account in the name of "NALI M" bearing Account No. 6177612 at The Toronto-Dominion Bank.

Risk of Dissipation of Assets

The risk of dissipation may be inferred by evidence suggestive of the defendants' fraudulent conduct see *Sibley* & *Associates LP v Ross*, 2011 ONSC 2951 [*Sibley*] at para 64. As in Sibley, here it is a reasonable inference given the following evidence that the Defendants are likely to attempt other means to put money out of the reach of the Receiver:

- a. Pilehver directed the sale of the LV IV Property and the distribution of sale proceeds therefrom despite having prior notice of the pending Receivership Proceedings concerning the LV IV Property and the October 31, 2024 Injunction Order restraining dealings with the LV IV Property, and despite being well aware of the consent and distribution requirements established by the relevant co-owner agreements (which requirements had not been complied with);
- b. the Defendants caused and/or facilitated the misappropriation of LV IV Property sale proceeds as evidenced by, among other things, (i) the payment of proceeds to Nali, Nali and Associates and

- other third parties; and (ii) written directions signed by Pilehver authorizing such payments without compliance with the requirements of the co-owner agreements; and
- c. despite repeated requests to Pilehver and his counsel to provide information and documentation regarding the distribution of the LV IV Property sale proceeds, which requests have gone unanswered.

Undertaking

- [36] The Receiver has not provided an undertaking as to damages. As noted by Justice Osborne in Original Traders #1 at para 51 " In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16." Here LV IV is insolvent and the Receiver as a Court officer is pursuing the relief for the benefit of LV IV's creditors.
- [37] As well, in *Business Development Bank of Canada v Aventura II Properties Inc*, 2016 ONCA 300, the Ontario Court of Appeal rejected that the court-appointed officer (a receiver) should be required to provide an undertaking as to damages in similar circumstances.
- [38] Accordingly, I am satisfied that the requirement for an undertaking as to damages is not required in this case.

Irreparable Harm & Balance of Convenience

- [39] An analysis of the irreparable harm and the balance of convenience is also required given that injunctive nature of the relief requested. Irreparable harm is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. *RJR-MacDonald Inc.* v. Canada (Attorney General), [1994] 1 SCR at 341. 26.
- [40] In cases where a strong prima facie case for fraud has been established, it has been recognized that if the assets of the defendant are not secured, the plaintiff will likely not be able to collect on a money judgment, if successful.
- [41] LV IV stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders. Indeed, "the probability of irreparable harm increases as the probability of recovering damages decreases" see Original Traders #1 at para 49, citing *Christian-Philip v Rajalingam*, 2020 ONSC 1925 at para 33.

Norwich Order

- [42] In addition to a Mareva injunction, the Plaintiffs also seek a Norwich Order requiring the Defendants to produce documents from financial institutions.
- [43] The Supreme Court of Canada has confirmed the elements of the test for obtaining a Norwich Order: (a) a bona fide claim against the unknown alleged wrongdoer; (b) the person from whom discovery is sought must be in some way involved in the matter under dispute, he must be more than an innocent bystander; (c) the person from whom discovery is sought must be the only practical source of information available to the applicants; (d) the person from whom discovery is sought must be reasonably compensated for his expenses arising out of compliance with the discovery order; and (e) the public interests in favour of disclosure must outweigh the legitimate privacy concerns. See *Rogers Communications v. Voltage Pictures*, LLC, 2018 SCC 38 at para 18.

- [44] As noted above, a *bone fide* claim has been established. Courts have emphasized that financial institutions are "innocently involved" third parties from whom Norwich relief is regularly sought in fraud cases: see *Carbone v. Boccia*, 2022 ONSC 6528 [*Carbone*] at para 20. Records at such financial institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. The need to identify and trace to be legitimate objectives on which a Norwich order can be based see *Carbone* at para 17.
- [45] At this time, the order to produce documents is limited to The Toronto-Dominion Bank, however, the request for expanded relief may be made in the future on appropriate evidence.

Order and Comeback

- [46] Order to go in the form signed by me today with immediate effect and without the necessity of a formal order being taken out.
- [47] Because the Mareva Order is being granted on a motion without notice, it can only be granted for a limited duration of up to ten days. Accordingly, the matter has been scheduled to return to court on Friday, <u>August 15</u>, <u>2025</u>, <u>at 9:00 a.m</u> (virtually), at which time, the Receiver may ask for the Mareva Order to be extended.
- [48] If they appear, the court will hear from the Defendants. They may file evidence for purposes of that return date, or they may appear and ask to schedule a further return date, to challenge the Order and have it dissolved or terminated.
- [49] If none of the Defendants appear at the next return date, the Court will consider, based on the evidence to be provided by the Receiver about his efforts to serve them, whether to set a further return date or what further and other orders and directions might be appropriate regarding service and any future court appearances.
- [50] To that end, the Receiver shall make reasonable efforts to serve, or at least bring to the attention of, the Defendants as soon as possible this endorsement and the Order signed by me today. The Receiver shall also provide to the defendants its motion record in support of this motion.

August 7, 2025

Justice J. Dietrich

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR also known as BEN PILEVHR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

NOTICE OF MOTION (Comeback Hearing – *Mareva* Injunction and *Norwich* Order)

THE MOVING PARTY, London Valley IV Inc. ("**LV IV**") by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. ("**KSV**") will make a motion, to be heard by a judge of the Ontario Superior Court of Justice (Commercial List), on August 15, 2025 at 9:00am.

PROPOSED METHOD OF HEARING: The motion is to be heard:

	In writing under subrule 37.12.1 (1) because it is made without notice;
	In writing as an opposed motion under subrule 37.12.1(4);
	In person;
	By telephone conference;
\bowtie	By video conference.

THE MOTION IS FOR:

- an Order for the continuation of the Mareva Order (as defined herein) of the Honourable Madam Justice Dietrich dated August 7, 2025 on an interlocutory basis through to trial of this matter, or alternatively, an extension of the Mareva Order for a further ten days pending a further comeback hearing;
- an order that the costs of this Motion be paid by the Defendants to the Plaintiff on a scale as is just; and
- granting such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- 4. Pursuant to an Order of this Court issued March 6, 2025 (the "Receivership Order"), the Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "Court") appointed KSV Restructuring Inc. ("KSV") as receiver and manager (in such capacity, and not in its personal, corporate or any other capacity, the "Receiver") of the assets, undertakings and personal property of, inter alios, London Valley IV Inc. ("LV IV"), and the proceeds thereof, including with respect to the LV IV Property (as defined below) and any assets or property held by LV IV in trust for any third party, pursuant to section 101 of the Courts of Justice Act (the "Receivership Proceedings").
- 5. The Receivership Proceedings were commenced by way of application brought by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "Kobayashi Group") over various property and companies.
 Members of the Kobayashi Group were investors in and co-owners (all such co-owners)

being referred to as "**Co-Owners**") of, *inter alia*, the LV IV Property (holding an approximately 72% undivided beneficial interest therein).

6. Since its appointment, the Receiver has used, and continues to use, its investigatory powers under the Receivership Order to investigate misconduct in the governance of LV IV for the benefit of stakeholders thereof including, *inter alia*, the Kobayashi Group and other co-owners of the LV IV Property.

THE LV IV PROPERTY

- LV IV was previously the registered owner of the real property municipally known as 6211
 Colonel Talbot Road, London, Ontario and legally described under PIN 08211-0150 (the "LV IV Property").
- 8. On February 5, 2025, the LV IV Property was sold and transferred for \$2 million.
- 9. At the time of the sale of the LV IV Property, the Defendant Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilevhr ("Pilehver") was a director of LV IV.
- 10. Upon the sale of the LV IV Property, proceeds of \$1,899,510.740 (the "Proceeds") were paid into the trust account of a lawyer named Parminder Hundal of the law firm Parminder Hundal Law Professional Corporation ("Hundal"), who acted as counsel to LV IV in the transaction.
- 11. In February and March 2025, prior to the Receiver's appointment, the Proceeds were disbursed at Pilehver's direction, including as follows:
 - (a) Per a written direction executed by Pilehver, Pilehver directed that the net proceeds of the sale be payable to the Defendants 2621598 Ontario Inc. doing business as Nali and

Associates ("Nali and Associates") and Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar ("Nali"), which resulted in the following disbursements totalling \$897,859.49:

- (i) By certified cheque dated February 6, 2025, \$817,859.49 of the Proceeds was paid from Hundal's trust account to Nali, which is believed to have been deposited into The Toronto-Dominion Bank account number 1929-6177612 held in the name of Mahtab Nali (the "Nali Bank Account"). Initially, a wire in this amount was evidently sent to "Mahtab Nali" with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through. Nali is believed to be Pilehver's spouse, although that has not been confirmed by the Receiver;
- (ii) By cheque dated February 18, 2025, a further \$80,800 was paid from Hundal's trust account to Nali and Associates, which the Receiver believes to be to the benefit of Nali and/or Pilehver;
- (b) Per a further written direction executed by Pilehver on February 10, 2025:
 - (i) On February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm which appears to have no connection to LV IV or the LV IV Property;
 - (ii) on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP which again appears to have no connection to LV IV or the LV IV Property;
- (c) payments totalling \$103,040.42 were paid to Hundal on February 10, 12, 20, and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000.42 appears to have no connection to LV IV or the LV IV Property; and

- (d) On March 5, 2025, one day prior to the Receivership Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP. On March 21, 2025, Blaney McMurtry LLP advised the Service List in the Receivership Proceedings that it has been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada Management Inc. ("TGP Canada") (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- 12. Pilehver, in his capacity as director of LV IV, breached his fiduciary and other legal obligations to LV IV by failing to comply with the co-ownership arrangements governing the LV IV Property. He wrongfully directed the sale of the LV IV Property, and then misappropriated the proceeds of sale therefrom by directing LV IV's counsel, Hundal, to disburse the foregoing proceeds as detailed in paragraph 11 above. There was no consideration nor valid business purpose for the proceeds of sale to have been disbursed in this regard.
- Pilehver profited and benefited from these breaches of his duties, as did Nali and Nali and Associates.
- 14. The applicable members of the Kobayashi Group, holding an approximately 72% undivided beneficial interest in the LV IV Property, did not have knowledge or give consent regarding the sale of the LV IV Property.
- 15. The sale of the LV IV Property was in contravention of co-ownership arrangements governing the LV IV Property which require that, *inter alia*, such property can only be sold if an ordinary resolution is passed by the applicable owners, and that net income from the financing, refinancing and sale of the LV IV Property is to be distributed. No such distribution occurred.

- 16. Based on the foregoing transactions and the surrounding circumstances, as further detailed in the Third Report of the Receiver dated August 1, 2025 (the "Third Report") and Supplement to the Third Report of the Receiver dated August 5, 2025 (the "Supplement to the Third Report"), the Receiver believes that the proceeds from the sale of the LV IV Property were improperly paid to directly or indirectly benefit the Defendants.
- 17. The Receiver commenced this action to seek the *Mareva* Injunction and *Norwich* Order which is the subject of the within motion, and to claim additional relief, including, a constructive trust, equitable lien and/or damages in the amount of \$1,071,551.06, and such additional amounts as may be particularized prior to trial, for:
 - (a) with respect to Pilevhver, fraud, breach of fiduciary duty, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
 - (b) with respect to Nali and Nali and Associates, conversion, unjust enrichment and knowing receipt and/or knowing assistance;
- 18. By virtue of the facts set out in the Third Report and Supplement to the Third Report, the Plaintiff has a strong *prima facie* case against the Defendants.
- 19. Pilehver and Nali are Ontario residents. Nali and Associates is a corporation incorporated in Ontario. In addition, there are grounds for believing that the Defendants have assets in Ontario including, without limitation, shares in several Ontario corporations, and the Nali Bank Accounts.
- 20. The inference of a sufficient risk of asset disposition can reasonably be drawn from the facts herein.

- 21. The Plaintiff and its stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders.
- 22. The balance of convenience favours granting a *Mareva* injunction.
- 23. The Plaintiff, by its Receiver, ought not to be required to provide an undertaking as to damages given the Receiver's role as a court-appointed officer and its strong *prima facie* case as against the Defendants.
- 24. Furthermore, the *Norwich* relief sought is justified given the Plaintiff's *bona fide* claim against the Defendants and the fact that records at the Financial Institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. Furthermore, the Financial Institutions are the only practical source of this information, and the public interest favours disclosure.
- 25. In the Third Report and Supplement to the Third Report, the Receiver has made full and frank disclosure of all material facts, including that:
 - (a) The Receiver has not inquired with the recipients of the Proceeds listed in paragraph 11 above as to why they received such proceeds. It is the Receiver's position that it is not required to have made such inquiries. Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response was provided by Pilehver, and upon receiving documentation from Hundal's LawPro counsel as to where the proceeds were disbursed, the Receiver commenced this action and motion in an attempt to secure the misappropriated public investors' funds at issue for the benefit of LV IV's stakeholders;

- (b) To the Receiver's knowledge, Pilehver and the Paybank Parties have at all times taken the position that they have acted in the best interests of the Co-Owners, with requisite authority of the Co-Owners, including as was detailed by Pilehver in an affidavit which he swore on January 20, 2025 (the "Pilehver Affidavit") in certain proceedings commenced in Hamilton, Ontario (CV-24-00087580-0000, the "Hamilton Proceedings"), in which TGP Canada had sought to intervene;
- (c) The Hamilton Proceedings were commenced by and against certain parties to transactions which took place in 2024 concerning the Land Banking Enterprise (as defined in the Third Report) at issue, and which transactions are referred to in the Third Report as the Enterprise Transaction; and
- (d) The underlying transactions and validity of them which took place in 2024 as part of the Enterprise Transaction are not yet fully understood by the Receiver given the scarcity and incompleteness of the books and records available to the Receiver, and Pilehver may have an explanation for his conduct as pleaded herein. However, based on the Receiver's review of the Pilehver Affidavit, the underlying investment documentation concerning the Kobayashi Group's beneficial interest as Co-Owners in the LV IV Property and an October 31, 2024 Injunction Order issued in the Hamilton Proceedings (as is discussed in the Third Report, Supplement to the Third Report and Plaintiff's factum filed on this motion), there does not appear to be a *bona fide* justification for Pilehver's marketing and sale of the LV IV Property and his subsequent directions to Hundal with respect to the distribution of the Proceeds. The Receiver believes it has a strong *prima facie* case against the Defendants.

- 26. On August 7, 2025, on an *ex parte* basis, the Honourable Madam Justice Dietrich issued an Order in these proceedings (the "**Mareva Order**") granting *Mareva* and *Norwich* relief as against the Defendants.
- 27. In all the circumstances, it is just and equitable for the Order sought to be continued on an interlocutory basis through to trial of this matter.
- 28. Rules 1.04, 2.01, 2.03, 3.02, 37, 39, 40, 40.02(2), 40.02(3), 40.03 and 57 of the *Rules of Civil Procedure*.
- 29. Sections 96 and 101 of the Courts of Justice Act.
- 30. The statutory, inherent and equitable jurisdiction of this Honourable Court.
- 31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 32. The Third Report of the Receiver dated August 1, 2025.
- 33. The Supplement to the Third Report of the Receiver dated August 5, 2025.
- 34. The Factum of the Plaintiff dated August 1, 2025.
- 35. The pleadings and proceedings herein.
- 36. Such further and other evidence as counsel may advise and this Honourable Court may permit.

August 7, 2025

Aird & Berlis LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

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Lawyers for the Plaintiff

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

Defendants

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Plaintiff

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

NOTICE OF MOTION

AIRD & BERLIS LLP

Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

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Calvin Horsten (LSO No. 90418I) Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

Tel: (416) 863-1500

APPENDIX H

From: Calvin Horsten

Sent: August 7, 2025 3:56 PM

To: Paul.Girard@td.com; David.Braunstein@td.com

Cc: Mark van Zandvoort; Kyle Plunkett; Adrienne Ho; Christine Doyle

Subject: Notice of Mareva Injunction and Norwich Order - LONDON VALLEY IV INC. v. BEHZAD PILEHVER et

al. - Court File No. CV-25-00748799-00CL

Attachments: Letter to TD re Mareva and Norwich Order.pdf; Order - Plaintiff - London Valley IV Inc. by its

Receiver - 07-AUG-2025.pdf; Endorsement - London Valley vs. Pilehver - CV-25-00748799-00CL -

August 7 2025.pdf

Importance: High

Tracking: Recipient

Paul.Girard@td.com

David.Braunstein@td.com

Mark van Zandvoort

Kyle Plunkett
Adrienne Ho
Christine Doyle

Dear Mr. Girard and Mr. Braunstein,

Please see the attached correspondence and enclosed Order and Endorsement of the Ontario Superior Court of Justice (Commercial List), each dated August 7, 2025, **for your immediate attention**.

Thank you kindly,

Calvin Horsten

Associate

T 416.865.3077

F 416.863.1515

E chorsten@airdberlis.com

Aird & Berlis LLP | Lawyers

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Aird & Berlis LLP operates as a multi-disciplinary practice.

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.



Mark van Zandvoort Direct: 416.865.4742 E-mail: mvanzandvoort@airdberlis.com

August 7, 2025

DELIVERED VIA EMAIL (<u>Paul.Girard@td.com</u> and <u>David.Braunstein@td.com</u>) AND COURIER

The Toronto-Dominion Bank

TD Tower, 15th Floor 66 Wellington Street West Toronto, ON M5K 1A2

The Toronto-Dominion Bank - Branch # 1929

50 Provost Drive Toronto, ON M2K 2X6

Dear Sir/Madam:

Re:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC. v. BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR et al.

Court File No. CV-25-00748799-00CL

We are the lawyers for the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. (the "Plaintiff"), in the above noted action (the "Action").

We enclose the Order and accompanying Endorsement of the Honourable Justice J. Dietrich made today in the Action granting the Plaintiff interim *Mareva* and *Norwich* injunctive relief as against the following Defendants:

- 1. The Defendant, Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilehvar also known as Ben Pilevhr;
- 2. The Defendant, Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar; and
- 3. The Defendant, 2621598 Ontario Inc. doing business as Nali and Associates.

Pursuant to paragraph 8 of the Order, The Toronto-Dominion Bank (the "Bank") must forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants until further Order of the Court, including but not limited to the accounts listed in Schedule "A" to the Order bearing account numbers 1929-6177612 and 1929-5023332.

Page 2

Pursuant to the Norwich Order granted in paragraph 9 of the Order, the Bank is also required to forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank concerning the Defendants' assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

In accordance with paragraph 9 of the Order, we kindly request that you provide us with any and all such records related to accounts or assets held by the Defendants, or any of them, at your institution from on or after February 5, 2025, including but not limited to account agreements, account statements, cheques, cancelled cheques, deposit vouchers, internal credit applications, loan agreements, security documents, communications, and any other records whatsoever.

Given the urgency of this matter, we look forward to receiving your prompt confirmation: (i) as to what assets and accounts are held by any of the Defendants at your institution; and (ii) that all such assets and accounts have been frozen in accordance with the Order.

We appreciate your cooperation in attending to the above.

Yours truly,

Mark van Zandvoort

MZ/ch Encl.



Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 7TH
JUSTICE J. DIETRICH)	DAY OF AUGUST, 2025

BETWEEN:

LONDON VALLEY IV INC., by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES

Defendants

ORDER

NOTICE

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the "Receiver"), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

Mareva Injunction

- 1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other

person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
- 2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.
- 3. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

Ordinary Living Expenses

4. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

- 5. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.
- 6. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.
- 7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

Third Parties

- 8. **THIS COURT ORDERS** that The Toronto-Dominion Bank (the "Bank") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Bank, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.
- 9. **THIS COURT ORDERS** that the Bank and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank and such persons concerning the Defendants' assets and

accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

Alternative Payment of Security

10. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

- 11. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.
- 12. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

General

- 13. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.
- 14. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.
- 15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the

Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

- 16. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.
- 17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

SCHEDULE "A"

BANK	ACCOUNT NO.
The Toronto-Dominion Bank	1929-6177612
Unknown	19295023332

LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Defendants

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

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Lawyers for the Plaintiff

Plaintiff



SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00748799-00CL DATE: August 7, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING:

London Valley IV, by Its Court-Appointed Receiver And Manager, KSV Restructuring Vs.
Pilehver, Behzad / Nali, Mahtab / 2621598 Ontario Inc.

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort, Counsel	The Plaintiff	mvanzandvoort@airdberlis.com
Calvin Horsten, Counsel		chorsten@airdberlis.com
David Sieradzki, Receiver	KSV Advisory	dsieradzki@ksvadvisory.com
Jordan Wong, Receiver		jwong@ksvadvisory.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

- [1] London Valley IV Inc. ("LV IV") by KSV Restructuring Inc. ("KSV") solely in its capacity as the Court-Appointed Receiver and Manager of LV IV, (the "Receiver") seeks on an ex parte basis a Mareva injunction and Norwich Order as against the Defendants, Behzad Pilehver ("Pilehver"), Mahtab Nali ("Nali") and 2621598 Ontario Inc. doing business as Nali and Associates ("Nali and Associates").
- [2] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.
- [3] As an initial matter, in support of this motion the Receiver filed the third Report of KSV dated August 1, 2025 as evidence. For the reasons set out in *Intercity Realty Inc v. PricewaterhouseCoopers Inc. et al.*, 2024 ONSC 2400 at para 51-53, I accept that a report of the Receiver as a court-officer is appropriate evidence in this context.
- [4] For the reasons set out below, the relief requested by the Receiver is granted.

Background

The Receivership Proceedings and the Parties

- [5] On March 6, 2025, under Court File No. CV-25-00736577-00CL (the "Receivership Proceedings"), KSV was appointed as Receiver of the assets, undertakings and properties of, among others, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) (the "Appointment Order").
- [6] The Receivership Proceedings were commenced by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Kobayashi Group**").
- [7] The Kobayashi Group, other members of their family and numerous other investors (collectively, the "Co-Owners") invested funds in certain land banking projects to finance the acquisition of real estate (the "Land Banking Enterprise"). Various companies (some of which are defined in the Appointment Order as the "Nominee Respondents"), including LV IV, were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees for the Co-Owners.
- [8] As part of the Receiver's powers under the Appointment Order, it was authorized to trace and follow the proceeds of any real property previously owned by any of the Nominee Respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the LV IV Property.
- [9] LV IV is an Ontario corporation, and owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the "LV IV Property") until the property was sold and transferred to a third-party purchaser for consideration of \$2 million on February 5, 2025.
- [10] At the time of the Receiver's appointment, Pilehver was and remains a director and officer of certain Nominee Respondents in the Land Banking Enterprise, including LV IV of which he is the sole director and President.
- [11] Nali is believed to be Pilehver's wife, although this has not been confirmed by the Receiver.
- [12] Nali and Associates is a business name registered by 2621598 Ontario Inc. (an Ontario Corporation). Nali is the President and sole director of Nali and Associates. In corporate filings, both Nali and Pilehver list their address for service as 48 Chelford Road, North York, Ontario.

The LV IV Property

- [13] The Kobayashi Group claims to have invested the aggregate amount of \$3.7 million to acquire an approximately 72% undivided beneficial interest in the LV IV Property. This interest was acquired pursuant to four sale agreements among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc., as vendor. Each of these sale agreements includes certain co-owner agreements, which require that, amongst other things, net income from the property be paid to Co-Owners and that Co-Owners holding at least 51% of the interests in the property approve any sale.
- Order") in the proceedings under Court File No. CV-24-00087580-0000 (the "Hamilton Proceedings") which includes at paragraph 5 of the Order provided that all persons with notice of the order were restrained from selling, removing, dissipating alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of certain companies. The Receiver's reading of this Order is that the companies referenced included LV IV and therefore the restriction applied to the LV IV Property. Although the defined terms in the October 31, 2024 Injunction Order are not straightforward, it appears on the evidence that all parties understood that the LV IV Property was subject to the Order and that formed part of the basis set out in the Receivership Proceedings.
- [15] Mr. Philehver was aware of the October 31, 2024 Injunction Order as he attached it to an affidavit he swore in the Hamilton Proceedings on January 20, 2025 (prior to the transfer of the LVI IV Property on February 5, 2025).
- [16] The Kobayashi Group, as a subset of the Co-Owners of the LV IV Property, filed evidence in support of the Appointment Order that the sale of the LV IV Property on February 5, 2025 was completed without the Kobayashi Group's knowledge or consent. Further, the Kobayashi Group asserted that they have not received any net income or other proceeds in connection with the LV IV Property.

Sale of LV IV Property and Alleged Misappropriation of Funds

- [17] The LV IV Property was sold without compliance with the co-owners agreement. Accepting the Receiver's interpretation of the October 31, 2024 Injunction Order, the LV IV Property was also sold in contravention of that Orde and in the face of the pending Receivership Proceeding of which Pilehver was aware.
- [18] Based on the terms of the Appointment Order the Receiver was provided with information that on February 5, 2025, the proceeds from the sale of the LV IV Property were deposited into the trust account (the "Hundal Account") for the lawyer, Parminder Hundal ("Hundal"), who acted for LV IV on the sale transaction were subsequently disbursed by Hundal, at Pilehver's direction, to the following persons and entities who appear to have no connection to LV IV or the LV IV Property:
 - a. on February 7, 2025, a payment was made from the Hundal Account to Nali in the amount of \$817,859.49, which payment was made by cheque and deposited into the Nali Bank Account. Initially, a wire in this amount was evidently sent to "Mahtab Nali" on February 6, 2025 with reference to an account number 1929-5023332 (together with the Nali Bank Account, the "Nali Bank Accounts"), but was evidently voided and did not go through;
 - b. on February 18, 2025, a further \$80,800 was paid by cheque from the Hundal Account to Nali and Associates;
 - c. on February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm;
 - d. on February 14, 2025, \$30,000 was wired by Hundal to Stockwoods LLP;

- e. payments totalling \$103,040.42 were paid to Hundal's law firm on February 10, 12, 20 and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000. appears to have no connection to LV IV or the LV IV Property; and
- f. on March 5, 2025, one day prior to the Appointment Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP.42 On March 21, 2025, Blaney McMurtry LLP advised the service list in the Receivership Proceedings that it had been retained by Pilehver in his personal capacity, as well as by 2630306 Ontario Inc. o/a Paybank Financial ("Paybank") and TGP Canada (collectively, the "Paybank Parties"). Pilehver is an officer and director of Paybank and TGP Canada.
- [19] Despite the Receiver's inquiries of Pilehver and his known lawyers as to what happened to the sale proceeds from the LV IV Property, no explanation or response has been provided by Pilehver.

Issues

- [20] The issues to be decided in this motion are whether:
 - a. the Court should grant an ex parte interim and interlocutory Mareva injunction against the Defendants; and
 - b. the Norwich relief requested ought to be granted.

Analysis

Mareva Order

- [21] This Court has jurisdiction to grant an interlocutory injunction, including a Mareva injunction, pursuant to section 101 of the *Courts of Justice Act* (the "CJA"), where it appears just or convenient to do so. Pursuant to *Rule* 40.01 of the *Rules of Civil Procedure* RRO Reg 194 (the "Rules"), an interlocutory injunction or mandatory order under section 101 of the CJA may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.
- [22] A Mareva injunction is an exceptional remedy see *Aetna Financial Services v. Feigelman*, 1985 CanLII 55 (SCC).
- [23] The factors to be ordinarily considered in determining whether to grant Mareva relief include:
 - a. a strong prima facie case;
 - b. particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
 - c. some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
 - d. some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
 - e. proof of irreparable harm if the injunctive relief is not granted;
 - f. the balance of convenience favours the granting of the relief; and

g. an undertaking as to damages.

See Original Traders Energy Ltd. (Re), 2023 ONSC 1887 [Original Traders #1] at para 22.

Strong Prima Facie Case

- [24] To find a strong prima facie case the court must be satisfied that upon a preliminary review of the case, there is a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice see *R v Canadian Broadcasting Corp.*, 2018 SCC 5 at para 17.
- [25] Here, the Receiver claims fraud, breach of fiduciary duty, conversion, unjust enrichment, knowing assistance and knowing receipt as against the Defendants or any of them. Only one cause of action against each Defendant must show a strong prima facie case.
- [26] With respect to Pilehver, the claim of breach of fiduciary duty is asserted. To establish a breach of fiduciary duty, a plaintiff must establish the following elements: (a) proof of the duty, including that the fiduciary has scope for the exercise of some discretion or power, the fiduciary can unilaterally exercise that power or discretion so as to affect the beneficiary's legal or practical interest, and the beneficiary is peculiarly vulnerable to or at the mercy of the fiduciary holding the discretion or power; and (b) breach of the duty, including concealment or failure to advise of material facts, breach of trust, making a secret profit or acting in a conflict of interest, a causal connection between the breach and the alleged damages and the fiduciary's profit from its actions see *Hodgkinson v Simms*, [1994] 3 SCR 377.
- [27] Pilehver owed a fiduciary duty to LV IV, as the sole director thereof. By orchestrating a sale of the LV IV Property without proper authorization and then improperly transferring the proceeds to benefit the Defendants the Receiver has established a strong prima facie case of breach of fiduciary duty.
- [28] The tort of conversion is also asserted against all defendants. It involves a wrongful interference with the goods of another, such as taking, using or destroying the goods in a manner inconsistent with the owner's right to possession. The tort is one of strict liability, and accordingly, it is no defence that the wrongful act was committed in all innocence see *Wymor Construction Inc. v Gray*, 2012 ONSC 5022 at paras 18-19. In the present case, whether or not Nali knew about Pilehver's fraudulent activities is immaterial. The mere fact that she and Nali and Associates obtained funds belonging to LV IV (and, by virtue, its Co-Owners) without permission, and without any legal entitlement, amounts to strong pima facie case of conversion.
- [29] It may be that strong prima facie cases are also established in additional causes of action asserted including fraud, unjust enrichment, knowing assistance and knowing receipt, however, given my finding that a strong prima facie causes of action have been established against each of the defendants above it is not necessary to consider each of the causes of action asserted.

Full Disclosure of the Case

[30] I am satisfied that at this time the Receiver has provided full disclosure of the case. This matter will be subject to a comeback hearing and the Defendants will provided an opportunity to challenge the order that that time.

Grounds for Believing the Defendants have Assets in Ontario

- [31] The evidence that each of the Defendants has assets in Ontario is limited.
- [32] In Borrelli, in his Capacity as Trustee of the SFC Litigation Trust v. Chan, 2017 ONSC 1815 (CanLII) [SFC Litigation Trust], the Divisional Court reviewed a decision of Hainey J. where a worldwide Mareva

injunction was granted, despite a lack of evidence that the defendant had assets in Ontario. In reviewing the decision Justices Leitch and Sachs wrote:

- [25] ... The appellant's position is that in order to obtain an injunction, there is a substantive requirement that a defendant have assets in the jurisdiction to be subject to the restraining order. The appellants say there must be assets in this jurisdiction to ensure the order of the court is capable of implementation.
- [26] I do not accept the appellant's assertion. I recognize that in Chitel the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.
- [27] However, a court's in personam jurisdiction over a defendant justifying the issuance of a Mareva injunction is not dependant, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.
- [28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory junction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".
- [29] A Mareva injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.
- [33] As was recognized in SFC Litigation Trust (see para 38), although the usual case for a Maerva injunction is to prevent assets from leaving the jurisdiction, world-wide Maerva injunctions have been granted with increasing frequency to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff has established a strong prima facie case on the merits.
- [34] The evidence shows that Pilehver and Nali are each directors of several Ontario corporations with addresses for service listed in the corporate profile reports for each of them in Richmond Hill and Toronto. As noted above, Nali & Associates in incorporated in Ontario and the corporate profile report shows a registered or head office in North York, Ontario.
- [35] In addition, the evidence reflects that the cheque paid to Nali in the amount of \$817,859.49 was deposited into an account in the name of "NALI M" bearing Account No. 6177612 at The Toronto-Dominion Bank.

Risk of Dissipation of Assets

The risk of dissipation may be inferred by evidence suggestive of the defendants' fraudulent conduct see *Sibley* & *Associates LP v Ross*, 2011 ONSC 2951 [*Sibley*] at para 64. As in Sibley, here it is a reasonable inference given the following evidence that the Defendants are likely to attempt other means to put money out of the reach of the Receiver:

- a. Pilehver directed the sale of the LV IV Property and the distribution of sale proceeds therefrom despite having prior notice of the pending Receivership Proceedings concerning the LV IV Property and the October 31, 2024 Injunction Order restraining dealings with the LV IV Property, and despite being well aware of the consent and distribution requirements established by the relevant co-owner agreements (which requirements had not been complied with);
- b. the Defendants caused and/or facilitated the misappropriation of LV IV Property sale proceeds as evidenced by, among other things, (i) the payment of proceeds to Nali, Nali and Associates and

- other third parties; and (ii) written directions signed by Pilehver authorizing such payments without compliance with the requirements of the co-owner agreements; and
- c. despite repeated requests to Pilehver and his counsel to provide information and documentation regarding the distribution of the LV IV Property sale proceeds, which requests have gone unanswered.

Undertaking

- [36] The Receiver has not provided an undertaking as to damages. As noted by Justice Osborne in Original Traders #1 at para 51 " In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16." Here LV IV is insolvent and the Receiver as a Court officer is pursuing the relief for the benefit of LV IV's creditors.
- [37] As well, in *Business Development Bank of Canada v Aventura II Properties Inc*, 2016 ONCA 300, the Ontario Court of Appeal rejected that the court-appointed officer (a receiver) should be required to provide an undertaking as to damages in similar circumstances.
- [38] Accordingly, I am satisfied that the requirement for an undertaking as to damages is not required in this case.

Irreparable Harm & Balance of Convenience

- [39] An analysis of the irreparable harm and the balance of convenience is also required given that injunctive nature of the relief requested. Irreparable harm is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. *RJR-MacDonald Inc.* v. Canada (Attorney General), [1994] 1 SCR at 341. 26.
- [40] In cases where a strong prima facie case for fraud has been established, it has been recognized that if the assets of the defendant are not secured, the plaintiff will likely not be able to collect on a money judgment, if successful.
- [41] LV IV stakeholders will suffer irreparable harm, and will be prevented from recovering their misappropriated funds and assets, and assets traceable thereto, or other exigible assets, if the Defendants are not prevented from further moving, dissipating or otherwise attempting to put their assets beyond the reach of LV IV and its stakeholders. Indeed, "the probability of irreparable harm increases as the probability of recovering damages decreases" see Original Traders #1 at para 49, citing *Christian-Philip v Rajalingam*, 2020 ONSC 1925 at para 33.

Norwich Order

- [42] In addition to a Mareva injunction, the Plaintiffs also seek a Norwich Order requiring the Defendants to produce documents from financial institutions.
- [43] The Supreme Court of Canada has confirmed the elements of the test for obtaining a Norwich Order: (a) a bona fide claim against the unknown alleged wrongdoer; (b) the person from whom discovery is sought must be in some way involved in the matter under dispute, he must be more than an innocent bystander; (c) the person from whom discovery is sought must be the only practical source of information available to the applicants; (d) the person from whom discovery is sought must be reasonably compensated for his expenses arising out of compliance with the discovery order; and (e) the public interests in favour of disclosure must outweigh the legitimate privacy concerns. See *Rogers Communications v. Voltage Pictures*, LLC, 2018 SCC 38 at para 18.

- [44] As noted above, a *bone fide* claim has been established. Courts have emphasized that financial institutions are "innocently involved" third parties from whom Norwich relief is regularly sought in fraud cases: see *Carbone v. Boccia*, 2022 ONSC 6528 [*Carbone*] at para 20. Records at such financial institutions are necessary in order to trace the funds obtained by the Defendants and identify any others involved in the scheme. The need to identify and trace to be legitimate objectives on which a Norwich order can be based see *Carbone* at para 17.
- [45] At this time, the order to produce documents is limited to The Toronto-Dominion Bank, however, the request for expanded relief may be made in the future on appropriate evidence.

Order and Comeback

- [46] Order to go in the form signed by me today with immediate effect and without the necessity of a formal order being taken out.
- [47] Because the Mareva Order is being granted on a motion without notice, it can only be granted for a limited duration of up to ten days. Accordingly, the matter has been scheduled to return to court on Friday, <u>August 15</u>, <u>2025</u>, <u>at 9:00 a.m</u> (virtually), at which time, the Receiver may ask for the Mareva Order to be extended.
- [48] If they appear, the court will hear from the Defendants. They may file evidence for purposes of that return date, or they may appear and ask to schedule a further return date, to challenge the Order and have it dissolved or terminated.
- [49] If none of the Defendants appear at the next return date, the Court will consider, based on the evidence to be provided by the Receiver about his efforts to serve them, whether to set a further return date or what further and other orders and directions might be appropriate regarding service and any future court appearances.
- [50] To that end, the Receiver shall make reasonable efforts to serve, or at least bring to the attention of, the Defendants as soon as possible this endorsement and the Order signed by me today. The Receiver shall also provide to the defendants its motion record in support of this motion.

August 7, 2025

Justice J. Dietrich

APPENDIX I

APPL: CPA TRAN: EAF ID: SC: DEPOSIT ACCOUNT HISTORY PAGE 1 OF 10 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/06/2025	instafollo 3.40 V	4.68	
	02/07/2025	GC 0089-DEPOSIT —	817,859.49	
_	02/07/2025	CAD DRAFT 01004721	53,009.95	
_	02/07/2025	CAD DRAFT 01004722	33,009.95	DR
_	02/07/2025	CAD DRAFT 01004723	30,009.95	DR
_	02/07/2025	CAD DRAFT 01004724	25,009.95	DR
_	02/07/2025	CAD DRAFT 01004725	15,009.95	DR
_	02/07/2025	CAD DRAFT 0100 4726	40,009.95	
		GC 0337-TRANSFER	10,000.00	
	02/07/2025	GC 0337-TRANSFER	10,000.00	
	02/07/2025	GC 0337-TRANSFER	107.400.00	DR
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS	. X-EXEMPŤ	
USI	ER ID: ZARYA	E4 PSWD:	-	

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 2 OF 10 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/07/2025		75,000.00	
_	02/07/2025	GC 0337-CASH WITHDRA	50.00	
_	02/07/2025	CAD DRAFT 01004727	20,009.95	DR
_	02/07/2025	GC 0337-CASH WITHDRA	5,000.00	
_	02/07/2025		2,000.00	
_	02/07/2025	SEND E-TFR ***Q+Y		
_	02/07/2025	JQ574 TFR-TO 6189920	400.00	DR
_	02/07/2025		10.00	DR
	02/07/2025	GC 033/-DEPOSII	15,000.00	CR
_	02/07/2025	CAD DRAFT 01004736	15,009.95 211,009.95	DR
EN-	02/0//2025 -> D_DETHDN	CAD DRAFT 01004737	211,009.95	DR
LM	Z K-KETUKN	REQUEST, S-SELECT DETAILS,	X-EXEMP!	
USE	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 3 OF 10

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/07/2025	DRAFT REIMBURSEMENT		
	02/07/2025	NETFLIX.COM V	23.72 DR	180,704.07
_	02/10/2025	UBER CANADA/UBE V	380.20 DR	·
	02/10/2025	BELL1 BILL14 U8R3U9	237.91 DR	
_	02/10/2025	instafollo 47.75_V	70.91 DR	
_	02/10/2025		52.38 DR	
	02/10/2025	instafollo 11.70 ⁻ V	17.38 DR	
_	02/10/2025	Canada P r o	208.83 CR	
_	02/10/2025	APPLE.COM/BILL V	5.06 DR	
_	02/10/2025	ENBRIDGE GAS U8U6Y8	1,053.10 DR	
_	02/10/2025	TOR HYD ELEC U8U7H4	1,904.89 DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USE	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: 4 OF 10 + DEPOSIT ACCOUNT HISTORY BR #: **265** FINANCIAL ENQUIRY

1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: BR #: SHORTNAME: NALI M FROM: N/A

FN	DATE	TRANS DESCRIPTION		TRANS AMOUNT		BALANCE
_	02/10/2025	Michael Hill Fa		13,217.61		J. (2) ((C2
_	02/10/2025		_	3,169.59		
_	02/10/2025	PETRO-CANADA 59	F	25.41		
_	02/10/2025 02/10/2025	RBC VISA U8Z7K ENERCARE HS U8Z7K		2,260.33 47.87		
_	02/10/2025		.o . V	21.46		
_	02/10/2025	SEND E-TFR ***fau	_•	1.200.00		
_	02/10/2025	CINEPLEX #7298	_F	94.36		
_	02/10/2025	CINEPLEX #7298	_F.	77.95		
_	02/10/2025	APPLE.COM/BILL APPLE.COM/BILL	_V	15.81		
FN:	=> R-RFTIIRN	REQUEST, S-SELECT DE	TATIC	15.81 Y_EYEMDT	DK	
ÜSI	FR TD: ZARYA	AF4 PSWD:	. marlo,	V-FVFULL I		

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: 265 5 OF 10 +FINANCIAL ENQUIRY ACCOUNT: 6177612 MBA - ULT BR #: 1929 SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: DATE FN TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 02/10/2025 APPLE.COM/BILL 15.81 DR 02/10/2025 SHEIN.COM 411.55 DR SEND E-TFR ***t37 02/10/2025 1,000.00 DR 02/10/2025 02/10/2025 TDSB SCHOOL CAS V RI135 TFR-TO 5023332 27.00 DR 1,500.00 DR _V 02/10/2025 MGS-BUSINESS NA 8.00 DR SHELL C02144 PEOPLES JEWELLE SHOPPERS DRUG M 02/10/2025 60.00 DR 02/10/2025 7,300.00 DR 02/10/2025 51.95 DR 02/10/2025 16.98 DR 37.38 DR JIMMY THE GREEK

UBER CANADA/UBE 02/10/2025 FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: 265 DEPOSIT ACCOUNT HISTORY BR #: ਰ of 10 +FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: N/A TRANS AMOUNT DATE TRANS DESCRIPTION BALANCE 02/10/2025 bellabarne 1471.84 V 2,185.70 DR 02/10/2025 SP HOTMIAM 544.82 V 544.82 DR SEND E-TFR ***xJh 02/10/2025 250.00 DR 02/10/2025 02/11/2025 ESSO CIRCLE K 51.02 DR 143,584.66 SP HOTMIAM 562.39 562.39 DR 02/11/2025 SHEIN.COM 938.07 DR 02/11/2025 02/11/2025 02/11/2025 SHEIN.COM 802.03 DR FARAZ AUTO SALE 10,000.00 DR DR ALI ADIBFAR 226.00 DR 02/11/2025 ESSO CIRCLE K 39.89 DR 02/11/2025 CAD DRAFT 09674680 5,6 FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT 5,009.95 DR

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: 265 7 OF FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M **02 / 05 / 2025** TO: FROM: **08** / **11** / **2025** ACCESS TO FUNDS AMT: N/A DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 02/11/2025 GC 0868-TRANSFER 39,000.00 DR 02/11/2025 DAY MEAT 95.98 DR 454.19 DR 02/11/2025 UBER CANADA/UBE 86,456.16 02/12/2025 02/12/2025 02/12/2025 02/12/2025 SHELL C02144 80.00 DR -FEDEX- CANADA -FEDEX- CANADA 29.24 DR 16.46 DR 02/12/2025 02/12/2025 02/12/2025 02/12/2025 MCDONALD'S #290 Michael Hill Fa SEND E-TFR ***cpj 18.85 DR 3,976.47 DR 2,620.00 DR ENTERPRISE C263 950.11 DR 02/12/2025 DOCTOR CAR WASH F
FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT 43.49 DR 78,721.54

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY 8 OF 10 + FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: FN DATE TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 02/13/2025 bellabarne 645.49 V 958.36 DR 02/13/2025 DOLCE AND 4438.00 V 4,438.00 DR 02/13/2025 02/13/2025 02/13/2025 454.19 CR UBER CAN REV 02/11 V UBER CANADA/UBE SEND E-TFR ***37P SEND E-TFR ***DME 373.22 DR 350.00 DR 02/13/2025 2,000.00 DR 02/13/2025 02/14/2025 02/14/2025 SEND E-TFR ***shQ 280.00 DR 70,776.15 UBER CANADA/UBE 98.49 DR TOR HYD ELEC X6Y5K6 395.75 DR 02/14/2025 APPLE.COM/BILL _V 27.09 DR

- 02/14/2025 WALMART STORE #
FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER ID: ZARYAE4 PSWD:

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

706.91 DR

APPL: CPA TRAN: EAF ID: BR #: 265 DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 02/14/2025 02/14/2025 MCDONALD'S #402 9.18 DR LONGO'S #10 SEND E-TFR ***z36 **146.89** DR 02/14/2025 2,000.00 DR 67,391.84 02/18/2025 02/18/2025 269.19 DR UBER CANADA/UBE APPLE.COM/BILL 14.68 DR APPLE.COM/BILL 02/18/2025 67.78 DR 02/18/2025 UJ124 TFR-TO 5023332 3,000.00 DR 145.71 DR 02/18/2025 02/18/2025 UBER CANADA/UBE _V GC 1988-DEPOSIT 5,000.00 CR 02/18/2025 GC 1988-TRANSFER 5,000.00 DR 02/18/2025 SHOPPERS DRUG M F 93.61 DR FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 10 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DA	ATE	TRANS DESCRIPTION	ON	TRANS AMOUNT	BALANCE
_ 02/	18/2025	APPLE.COM/BILL	V	14.68	
_ 02/	18/2025	SP HOTMIAM 779	.48_V	779.48	
	18/2025	SEND E-TFR ***j!	Vs	1,000.00	DR
	18/2025	THE BURGER'S PR	F	150.43	DR
	18/2025	THE BURGER'S PR	F	16.93	DR
⁻ 02/	18/2025	THE BURGER'S PR	⁻ F	7.09	
	18/2025	PETRO-CANADA 59		37.29	
	18/2025	PETRO-CANADA 59		135.29	
	18/2025		V	703.40	
		GLOBAL-E* SECON	-v	2,154.09	
		GLOBAL-E* SECON	_v	2,341.07	
FN=> R	R-RFTURN F	REQUEST, S-SELECT	DETĂTIS	Y_FYEMDT	DI
USER T	D: ZARYA	E4 PSWD:	DE INTEG	A LALIN I	
		- 1 JMD.			

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 11 OF 20 H
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	ON	TRANS AMOUNT		BALANCE
_ 02/18/2025	instafollo 33		49.47		
_ 02/18/2025		_^\	802.03	CR	
02/18/2025		iU [—]	370.00	DR	
02/18/2025	UBER CANADA/UBE`		385.31		
02/18/2025		_Λ	3.38		
02/18/2025		_∧	86.42		
02/18/2025			163.25		
02/18/2025		¯v	104.57		
02/18/2025	MGS-BUSINESS NA	~v	8.00		
	UBER CANADA/UBE	¯v	251.87		
⁻ 02/18/2025	UBER CANADA/UBE	¯v	151.59		55,689.29
FN=> R-RETURN	REQUEST, S-SELECT	DETAILS.	X-EXEMPT		22,003123
USER ID: ZARY	'AE4 PSWD:	,			

IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

12/LOGOFF

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: 265 FINANCIAL ENQUIRY ACCOUNT: BR #: 1929 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: DATE TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 02/19/2025 -FEDEX- CANADA 16.42 DR 02/19/2025 PETRO-CANADA 59 43.29 DR 02/19/2025 41.79 DR 125.71 DR DNH*GODADDY#359 02/19/2025 02/19/2025 02/19/2025 LONGO'S #10 MCDONALD'S #290 7.44 DR DNH*GODADDY#359 13.55 DR 02/19/2025 02/19/2025 02/19/2025 NICE ONE NAILS F SEND E-TFR ***sHP 56.50 DR 480.00 DR

02/19/2025 CAD DRAFT 10460359 50,009.95 DR FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

ENTERPRISE C263

ENTERPRISE C263

USER ID: ZARYAE4 PSWD:

02/19/2025

3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 1/HELP 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

163.63 DR

823.39 DR

SC: 13 OF 20 + APPL: CPA TRAN: EAF ID: 265 DEPOSIT ACCOUNT HISTORY BR #: FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE

02/19/2025 02/19/2025 THE BURGER'S PR THE BURGER'S PR 58.67 DR -_F 7.09 DR 02/19/2025 CANADA FPT
IG290 TFR-TO 6189920
MCDONALD'S #290 F
UPS*WEB COD V
SEND E-TFR ***xdP
IL565 TFR-FR 5023332
IL571 TFR-FR 5023332
FARAZ AUTO SALE
REQUEST. S-SFIECT DETAILS PROTOUCH CLEANE 111.06 DR 3,730.80 02/20/2025 2,128.57 CR 02/20/2025 02/20/2025 02/20/2025 2,130.00 DR 24.81 DR 550.69 DR 02/20/2025 02/20/2025 500.00 DR 5,000.00 CR 02/20/2025 1,000.00 CR FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT
USER ID: ZARYAE4

FARAZ AUTO SALE

7,965.71 DR

7,965.71 DR

APPL: CPA TRAN: EAF
BR #: 265

DEPOSIT ACCOUNT HISTORY PAGE 14 OF 20 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION		TRANS AMOUNT		LANCE
- 02/20/2025		23332	5,000.00		
02/20/2025 02/20/2025		٧	5,000.00 1.57		
- 02/20/2025 02/20/2025		~v	1.57		
02/20/2025		233 3 2	1,500.00		
_ 02/20/2025	TUTTO BENE OSTE		796.65	DR 1,	,388.37
02/21/2025		_F	54.24		
02/21/2025 02/21/2025		_^ c	14.11		
	THE BURGER'S PR	_F _E	124.24 58.98		
02/21/2025	THE BURGER'S PR	_ ; F	17.78		
FN=> R-RETURN	REQUEST, S-SELECT	DETAILS,	X-EXEMPT		
USER ID: ZARY	AE4 PSWD:	•			

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 15 OF 2

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/21/2025	THE BURGER'S PR F	4.73	
	02/24/2025	BELLMOBILITY Z8H6QZ	486.12	
	02/24/2025	BELL1 BILL14 Z8H6Q3	252.53	DR
_	02/24/2025	JP522 TFR-FR 5023332	50.00	CR
_	02/24/2025	TOR HYD ELEC Z8H6R6	395.75	DR
_		TOR HYD ELEC DELETED	395.75	CR
_	02/24/2025	UBER CANADA/UBE V	231.79	DR
_		APPLE.COM/BILL _V	36.69	DR 157.16
_		UBER* EATS PEND _V	84.93	DR 72.23
	02/26/2025	HQ050 TFR-FR 61899∑0	2,000.00	CR
_	02/26/2025	TĎ ATM W/D 000844	2,000.00	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPŤ	
USI	ER ID: ZARYA	NE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 16 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 02/26/2025		16.94 DR	
_ 02/26/2025 - 02/26/2025		33.89 DR	
- 02/26/2025 02/26/2025		500.00 CR 521.09 DR	0.31
- 02/27/2025		15,000.00 CR	0.51
_ 02/27/2025	GC 1988-CASH WITHDRA	5,000.00 DR	
02/27/2025		10,000.00 DR	
02/27/2025 02/27/2025	IR032 TFR-FR 5023332 UBER CANADA/UBE V	100.00 CR 32.85 DR	
- 02/27/2025 - 02/27/2025	UBER CANADA/UBE V	59.04 DR	8.42
02/28/2025	APPLE.COM/BILL V	2.25 DR	0.42
FN=> R-RETURN	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USER ID: ZARY	AE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 17 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
- 02/28/2025 02/28/2025	MCDONALD'S #290 F JL544 TFR-FR 5023332	1.58 DR 150.00 CR	
02/28/2025	DNHGODADDY *#1 V	121.94 DR	
02/28/2025 02/28/2025	OVERDRAFT INTEREST MONTHLY ACCOUNT FEE	0.04 DR	15 66
03/03/2025	UQ064 TFR-FR 5023332	16.95 DR 2,000.00 CR	15.66
03/03/2025 03/03/2025	UQ002 TFR-FR 6189920 UI093 TFR-FR 5023332	30.00 CR	
	UBER CANADA/UBE V	50.00 CR 1.42 DR	
03/03/2025	UBER CANADA/UBE V	25.68 DR	
FN=> R-RETURN F	NETFLIX.COM V REQUEST, S-SELECT DETAILS,	27.11 DR X-EXEMPT	
USER ID: ZARYA	PSWD:	 •	

APPL: CPA TRAN: EAF SC: 18 OF 20 + ID: DEPOSIT ACCOUNT HISTORY BR #: **265**

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	03/03/2025	MCDONALD'S #290 F	3.14	
_	03/03/2025	UQ222 TFR-FR 61899 2 0	120.00	
_	03/03/2025	DŇH*GODADDY#359 V	124.28	
_	03/03/2025	UBER CANADA/UBE ~V	1.42	
_	03/03/2025	UU304 TFR-FR 6189920	50.00	
_	03/03/2025		44.07	
_	03/03/2025	UZ542 TFR-FR 6189920	50.00	
	03/03/2025		44.13	DR
	03/03/2025	APPLE.COM/BILL TV	2.81	DR
_	03/03/2025	eBay 0*05- 775.86 V	775.86	
_	03/03/2025	eBay 0*05- 848.17 V	848.17	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 19 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/03/2025	eBay 0*05- 405.25 V	405.25 DR	21.2/11.22
_	03/03/2025	Adobe Inc 9.47_V	9.47 DR	
_	03/03/2025	LT030 TFR-FR 6189920	88.00 CR	
_	03/03/2025	APPLE.COM/BILL V	16.94 DR	
_	03/03/2025	TD ATM DEP 000277	200.00 CR	
_	03/03/2025	SEND E-TFR ***VWA	40.00 DR	236.75
_	03/04/2025	DNH*GODADDY#362 _V	62.14 DR	
	03/04/2025	UBER CANADA/UBE V	61.87 DR	
_		TD ATM DEP 002698 WL210 TFR-TO 5023332	1,000.00 CR	
_		WL225 TFR-TO 5023332	1,031.00 DR 5.00 DR	
FN:	=> R-RFTURN	REQUEST, S-SELECT DETAILS	Y_FYEMDT	
US	ER ID: ZARYA	E4 PSWD:) A LALPIP I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY <u>20</u> 0F 20 ∓ FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: FΝ DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 03/04/2025 UBER CANADA/UBE 58.49 DR 03/04/2025 000745 TD ATM DEP 150.00 CR 03/04/2025 UBER* EATS PEND V 143.97 DR 24.28 03/05/2025 03/05/2025 03/05/2025 TD ATM DEP 000900 2,000.00 CR ENTERPRISE C263 1,135.43 DR SP PARS ART GAL 15.00 DR 03/05/2025 03/05/2025 UPS*WEB COD ٦V 93.58 DR UBER CANADA/UBE 43.62 DR

instafollo 34.90 V ____03/06/2025 instafollo 34.90_V ___03/06/2025 instafollo 11.39_V FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER ID: ZARYAE4 PSWD:

UBER CANADA/UBE

03/05/2025

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

12.36 DR 52.21 DR

17.04 DR

724.29

ID: APPL: CPA TRAN: EAF BR #: DEPOSIT ACCOUNT HISTORY 265 $\overline{21}$ OF 30 +FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: TRANS DESCRIPTION FN DATE TRANS AMOUNT BALANCE 03/06/2025 MCDONALD'S #290 24,46 DR MCDONALD'S #290 03/06/2025 1.31 DR 03/06/2025 03/06/2025 BEST BUY #956 WALMART STORE # 203.39 DR 42.87 DR 03/06/2025 instafollo 73.24 DR 03/06/2025 03/07/2025 03/10/2025 **UBER* EATS PEND** _v _v 118.06 DR 191.71 DHL EXPRESS ADC 123.02 DR 68.69 **CANADA** PRO 208.83 CR 55.90 DR 1.31 DR 03/10/2025 UBER CANADA/UBE V

03/10/2025 MCDONALD'S #290 F 03/10/2025 MCDONALD'S #290 F FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

1.31 DR

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 22 OF 30 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/10/2025	ZARA FAIRVIEW # F	45.09	
_	03/10/2025	ZARA FAIRVIEW #	83.45	
_	03/10/2025	APPLE.COM/BILL V	61.99 [
_	03/10/2025	APPLE.COM/BILL _V	7.90	
_	03/10/2025	APPLE.COM/BILL V	7.90 [
_	03/11/2025	TD ATM DEP 008177	4,900.00 (
_	03/11/2025 03/11/2025	SEND E-TFR ***HVY	1,000.00 [JK
	03/11/2025	eBay 0*06- 2553.14 V WQ142 TFR-TO 6189920	2,553.14	
_	03/11/2025	WQ144 TFR-TO 5023332	300.00 [10.00 [
_		SEND E-TFR ***9ut	500.00	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	, IX
USI	ER ID: ZARYA	NE4 PSWD:	7 -73.11	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 23 OF 30 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 03/11/2025		81.33 DR	
_ 03/11/2025		9.46 DR	
_ 03/11/2025		105.09 DR	
_ 03/11/2025		60.38 DR	
_ 03/11/2025		19.17 DR	274.10
_ 03/12/2025		122.73 DR	
_ 03/12/2025		67.88 DR	
_ 03/12/2025		2,553.14 CR	
_ 03/12/2025		630.86 DR	
_ 03/12/2025		460.24 DR	
03/12/2025	eBay 0*06- 727.19 ⁻ V	727.19 DR	
FN=> R-RETURN	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USER ID: ZARY	AE4 PSWD:	•	

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 24 OF 30 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/12/2025	eBay 0*06- 734.85 V	734.85 DR	21.2722
	03/12/2025	Adobe Inc 29.37 V	29.37 DR	
_	03/12/2025	UBER* EATS PEND _V	11.51 DR	
_	03/12/2025	HW074 TFR-FR 6189920	50.00 CR	
_	03/12/2025	UBER CANADA/UBE _V	62.33 DR	30.28
_	03/13/2025	IL061 TFR-FR 6189920	250.00 CR	
_	03/13/2025	UBER CANADA/UBEV	136.36 DR	
_	03/13/2025	SEND_E-TFR_***xXP	40.00 DR	
_		DHL EXPRESS ADC _V	88.40 DR	
_		IY312 TFR-FR 5023332	250.00 CR	265.52
	03/14/2025	UBER_CANADA/UBEV	154.04 DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYA	NE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 25 OF 30 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	03/14/2025	instafollo 23.90 V	35.76	
_	03/14/2025	STARBUCKS COFFE F	11.87	
_	03/14/2025	DNH*GODADDY#364 V	45.19	
_	03/14/2025	JW263 TFR-FR 5023332	250.00	
_	03/14/2025	JW294 TFR-FR 5023332	50.00	
_	03/14/2025		282.64	
_	03/14/2025	JW413 TFR-FR 5023332	100.00	
_	03/14/2025		83.62	
_	03/17/2025	APPLE.COM/BILL V	14.68	
_	03/17/2025	JB171 TFR-FR 5023332	1,000.00	
	03/17/2025	TOR HYD ELEC R3X2J4	309.35	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USE	FR TD: 7ARYA	FA PSMD.	-	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 26 OF 30 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTIO	N	TRANS	AMOUNT		BA	LANCE
	03/17/2025				694.80			
_	03/17/2025	UO102 TFR-FR 502			50.00			
_	03/17/2025	TIM HORTONS #52	F		12.12			
_	03/17/2025	APPLE.COM/BILL	~v		14.68	DR		
_	03/17/2025	APPLE.COM/BILL	_^v		39.54	DR		
_	03/17/2025	THE BURGER'S PR	F		15.71	DR		
_	03/17/2025	LY411 TFR-FR 502			120.00			
_	03/17/2025	DHL EXPRESS ADC	_V		100.04			
	03/1//2025	APPLE.COM/BILL	_V		2.81			
_	03/1//2025	UBER CANADA/UBE	ŢŸ		12.44			6.23
T ar	03/18/2025	GOOGLE *YouTube	V		3.38	DR		2.85
FN:	=> K-RETURN	REQUEST, S-SELECT	DETAILS,	X-EXEMPT	_			
USI	ER ID: ZARYA	NE4 PSWD:						

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 27 OF 30 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTIO	N	TRANS AMOUNT		BALANCE
_ 03/19/2025	TD ATM DEP 00	4929	200.00	CR	D, (2) 1102
_ 03/19/2025	APPLE.COM/BILL	_v	28.24		
03/19/2025 03/19/2025	APPLE.COM/BILL APPLE.COM/BILL	_v	83.61		C2 7C
- 03/19/2025	CANADA	FPT	28.24 2,128.57		62.76
03/20/2025	APPLE.COM/BILL	``v	27.09		
_ 03/20/2025	DNH*GODADDY#365	_v	13.55		
_ 03/20/2025		9 0 _V	52.03		2,098.66
03/21/2025	DNH*GODADDY#365 APPLE.COM/BILL	_v	49.71		
- 03/21/2023 - 03/21/2025	APPLE.COM/BILL	_v	14.11 15.80		
FN=> R-RETURN	REQUEST, S-SELECT	DETĂILS.	X-EXEMPT	UN	
USER ID: ZARYA	AE4 PSWD:				

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 28 OF 30 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE 03/21/2	TRANS DESCRIPTIO 2025 JR391 TFR-TO 618		
- 03/21/2 03/21/2		9920 2,000.00 F 6.61	
_ 03/21/2	2025 JY505 TFR-FR 618	$99\overline{2}0$ 200.00	CR 212.43
03/24/2		_V 102.59	
03/24/2 03/24/2	2025 UBER CANADA/UBE	F 18.42 V 8.61	
$-\frac{03}{24/2}$	2025 ESSO CIRCLE K	_v 100.00	
_ 03/24/2	2025 instafollo 7.	20 V 10.71	
	2025 L0500 TFR-FR 618		
	2025 CANADIAN TIRE # 2025 LR363 TFR-FR 618	370.97	
FN=> R-RET	URN REQUEST, S-SELECT	9920 200.00 DETATIS X-EXEMPT	CN
USER ID: Z	ARYAE4 PSWD:		

APPL: CPA TRAN: EAF ID: BR #: 265 DEPOSIT ACCOUNT HISTORY 29 0F 30 + FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: FN DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 03/24/2025 ALBORZ SUPERMAR 70.48 DR 03/24/2025 LX575 TFR-FR 6189920 124.00 CR 03/24/2025 SHOPPERS DRUG M 158.17 DR 03/24/2025 03/24/2025 03/24/2025 SAM'S FOOD STOR UBER CANADA/UBE 6.97 DR 12.59 DR **BEANWISE** 35.00 DR 78.76 03/25/2025 03/25/2025 03/25/2025 National Money 4,317.02 CR SEND E-TFR ***Zuf SEND E-TFR ***3uY 1,000.00 DR 100.00 DR 03/25/2025 SEND E-TFR ***eD9 310.00 DR 2,985.78 03/26/2025 DNH*GODADDY#367 V FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT 50.83 DR

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.36

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 30 OF 30 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT		BALANCE
	03/26/2025	HH232 TFR-TO 5023332	2,934.95		571274102
_	03/26/2025	HW400 TFR-FR 5023332	3,000.00		
	03/26/2025	TD ATM W/D 006816	3,000.00		0.00
	03/27/2025	IW163 TFR-FR 6189920	70.00		5.55
	03/27/2025	LTCA MLT V	61.01		8.99
_	03/28/2025	JL092 TFR-FR 6189920	200.00		
_	03/28/2025	WALMART STORE # F	154.17	DR	
_	03/28/2025	STARBUCKS COFFE F	6.16	DR	48.66
_	03/31/2025	uber canada/ube	11.29	DR	
_	03/31/2025	845 - CHUCK E C _F	16.95	DR	
-	03/31/2025	LR200 TFR-FR 6189920	500.00	CR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT		
USI	ER ID: ZARYA	NE4 PSWD:			

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 31 OF 40 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/31/2025		419.00	
_	03/31/2025		500.00	CR
_	03/31/2025	LONGO'S # 10		
_	03/31/2025	SHOPPERS DRUG M _F		
_	03/31/2025	PETRO-CANADA 59	100.00 1.31	
_	03/31/2025			
_	03/31/2025	RR070 TFR-FR 5023332		
_	03/31/2025		12.51	
_		UBER* EATS PEND V	186.73	
	02/21/2025	UBER CANADA/UBE V	183.00	
En.	- ひつ/ シエ/ とむとう - N D _ D E T IDN	BELL1 BILL14 Z2H8A4	237.91	DK
L14:	-/ N-NEIUNN	REQUEST, S-SELECT DETAILS,	. A-EXEMP1	
- US	FR TD: 7ARYA	F4 PSMD.		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 32 OF 4

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	03/31/2025	BELLMOBILITY Z2H8H6	327.82 DR	
	03/31/2025	ENERCARE HS Z2H8K2	99.80 DR	
	03/31/2025	ENBRIDGE GAS Z2H8K9	301.33 DR	
	03/31/2025	MONTHLY ACCOUNT FEE	16.95 DR	186.03
	04/01/2025	NETFLIX.COM V	27.11 DR	
_	04/01/2025	DNH*GODADDY#368 V	62.14 DR	
	04/01/2025	DNH*GODADDY#368 _V PETRO-CANADA 59 _F	38.42 DR	
	04/01/2025	WI521 TFR-FR 5023332		
	04/01/2025	DNH*GODADDY#367 V	124.28 DR	
_	04/01/2025	WI503 TFR-FR 6189920		
_	04/01/2023 04/01/2025	MIDOD 1 LV-LV 0103370	3,000.00 CR	
F ar	04/01/2025	TD ATM W/D 004314	3,000.00 DR	
FN=	> K-KEIUKN K	EQUEST, S-SELECT DETAILS,	X-EXEMPT	
USE	R ID: ZARYAE	PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 33 OF 40 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/01/2025	SHEIN.COM _V	170.19 DR	
_	04/01/2025	WZ100 TFR-FR 6189920	600.00 CR	613.89
-	04/02/2025	ca.shein.com _V	362.17 DR	
	04/02/2025 04/02/2025	SHEIN.COM TV WISH.COM TV	5.20 DR	
_	04/02/2025	SHEIN.COM V	184.33 DR 24.96 DR	
_	04/02/2025	APPLE.COM/BILL V	30.45 DR	
-	04/02/2025	HQ295 TFR-FR 6189920	925.00 CR	
_	04/02/2025	SHEIN.COM V	149.27 DR	
_	04/02/2025	bellabarne 449.39_V	670.61 DR	
-	04/02/2025	HH173 TFR-FR 5023332	700.00 CR	
FN:	=> R-RETURN R	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: 34 OF 40 + BR #: 265 DEPOSIT ACCOUNT HISTORY

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/02/2025	AMZN Mktp CA V	84.70	
_	04/02/2025	AMZN Mktp CA TV	97.93	
	04/02/2025	AMZN Mktp CA V	67.29	DR
	04/02/2025	AMZN Mktp CA V	197.24	DR
	04/02/2025	HJ352 TFR-FR 5023332	600.00	CR
	04/02/2025	HJ362 TFR-FR 5023332	100.00 (CR
	04/02/2025	SEND E-TFR ***4EU	1,000.00	DR
_	04/02/2025	AMZN Mktp CAV	24.99 i	DR
_	04/02/2025	HL351 TFR-FR 5023332	100.00	CR
_	04/02/2025	UBER CANADA/UBE V	80.49	DR
_	04/02/2025	MCDONALD'S #290 F	23.56 I	DR
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: 35 OF 40 + DEPOSIT ACCOUNT HISTORY BR #: 265

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/02/2025	HW331 TFR-FR 5023332	100.00 (
	04/02/2025	DOCUSIGN I 96.05 V	96.05 [
_	04/02/2025	HX241 TFR-FR 5023332	100.00	
	04/03/2025	AMZN Mktp CA V	94.71	
_	04/03/2025	HC152 TFR-FR 5023332	250.00 (CR
_	04/03/2025	SHEIN.COM V	269.08 [OR
_	04/03/2025		12.78 (ĈR .
_	04/03/2025	IH2 04 TFR-FR 50233 3 2	50.00 (CR
_		ESSO CIRCLE K _F	73.70 [OR
		IJ462 TFR-FR 50233 3 2	250.00 (CR
	04/03/2025	SHOPPERS DRUG MF	125.32 [OR .
FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT				
HCI	ED TR• 7ADVA	EV DCPD.		

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE Зь ... FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A FN DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 04/03/2025 04/04/2025 PIZZA PIZZA # 6 29.37 DR 110.25 GST **GST** 304.25 CR 04/04/2025 DNH*GODADDY#368 62.14 DR 11.28 DR ٧ $^{-}$ F 04/04/2025 MCDONALD'S #290 PROTOUCH CLEANE 04/04/2025 04/04/2025 04/04/2025 84.70 DR WINNERS 222 149.09 DR PETRO-CANADA 59 100.00 DR 7.29 04/07/2025 04/07/2025 04/07/2025 JB395 TFR-FR 5023332 300.00 CR SQ *ACE LOUNGE 303.36 DR UL503 TFR-FR 5023332 250.00 CR 04/07/2025 UBER CANADA/UBE V 136.85 DR FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.37

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 37 OF 40 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/07/2025	U0053 TFR-FR 5023332	250.00 CR	
_	04/07/2025	UBER CANADA/UBE _V	159.02 DR	
_	04/07/2025	AMZN Mktp CAV	131.46 DR	
_	04/07/2025	TDSB SCHOOL CAS _V	17.00 DR	
_	04/07/2025	LI430 TFR-FR 5023332	50.00 CR	
_	04/07/2025	instafollo 49.90 V	73.66 DR	
_	04/07/2025	LR560 TFR-FR 5023332	350.00 CR	
	04/07/2025	LONGO'S # 10	301.74 DR	
	04/07/2025		1.31 DR	
		APPLE.COM/BILL V	61.56 DR	21.33
_	04/09/2025	APPLE.COM/BILL V WISH.COM V	14.88 CR	21.03
FN	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-FXFMPT	
US	ER ID: ZARYA	NE4 PSWD:	7. E/Lin i	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 38 OF 40 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE	
	4/09/2025	WISH.COM V	15.57		
	4/09/2025	WISH.COM _V	15.29	CR	
	4/09/2025	WISH.COM _V	31.78	CR 98.8	35
	4/10/2025	CANADA PRO	208.83		
	4/10/2025	DNH*GODADDY#369 _V	45.19		
	4/10/2025	SEND E-TFR ***bmY	150.00		
	4/10/2025	UBER CANADA/UBE V	105.61		
	4/10/2025	IW504 TFR-FR 6189920	52.00		
	4/10/2025		50.00		8
	14/11/2025		20.00		
FN-5	14/11/2025	UBER CANADA/UBE V	11.20	DR 17.6	8
L1/4=>	K-KEIUKN I	REQUEST, S-SELECT DETAILS	, X-EXEMPT		
USER	ID: ZARYA	E4 PSWD:	-		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 39 OF 40

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/14/2025	LW220 TFR-FR 5023332	21.00 CR	
_	04/14/2025	instafollo 16.65 V	24.12 DR	
_	04/14/2025	APPLE.COM/BILL _V	9.47 DR	
	04/14/2025	L0434 TFR-FR 6189920	50.00 CR	
_	04/14/2025	UBER CANADA/UBEV	47.85 DR	7.24
_	04/16/2025	E-TRANSFER ***sbW	40.00 CR	
_	04/16/2025	<pre>instafollo 18.45_V</pre>	26.70 DR	
_	04/16/2025	APPLE.COM/BILLV	14.68 DR	5.86
_	04/17/2025	CANADA FPT	2,128.57 CR	
	04/1//2025	APPLE.COM/BILL _V	39.54 DR	
T M	04/1//2025	APPLE.COM/BILL TV	14.68 DR	
FN:	=> K-KEIUKN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
US	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 40 OF 40 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/17/2025	SEND E-TFR ***9R7 ESSO CIRCLE K	125.00	
_	04/17/2025	ESSO CIRCLE K	120.00	DR
_	04/17/2025	MCDONALD'S #290 F	1.31	
_	04/17/2025	UBER_CANADA/UBEV	46.62	
	04/17/2025		48.55	
_	04/17/2025	DOCUSIGN I 96.05 V	96.05	
_	04/17/2025 04/17/2025	SEND E-TFR ***Pjz T LONGO'S # 10	75.00	
_			270.51	
	04/17/2025	LCBO/RAO #0643 LCBO/RAO #0643	99.20 41.65	
_	04/17/2025	17374 TER-TO 6189920	1,150.00	DR 6.32
FN:	=> R-RETURN R	IZ374 TFR-TO 6189920 EQUEST, S-SELECT DETAILS,	X-EXEMPT	0.32
US	ER ID: ZARYAE	PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 41 OF 50 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/21/2025		3.38	
	04/21/2025		250.00	
	04/21/2025	[ONGO'S # 10 E	109.69	
_	04/21/2025	COCO F	11.12	
_	04/21/2025	COCO ESPRESSO B F	15.46	DR
_	04/21/2025		52 .0 1	DR
_	04/21/2025	APPLE.COM/BILL V	56.48	DR
_	04/21/2025		100.00	
_	04/21/2025	ESSO CIRCLE K F	41.70	
_	04/21/2025	U0312 TFR-FR 6189920		
Fai	04/21/2025	DNH*GODADDY#371 V	62.14	DR
FN:	=> K-KEIUKN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
021	ER ID: ZARYA	NE4 PSWD:		

APPL: CPA TRAN: EAF
BR #: 265

DEPOSIT ACCOUNT HISTORY PAGE 42 OF 50 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/21/2025	STARBUCKS COFFE F	19.38 DR	511271146
_	04/21/2025	UR595 TFR-FR 6189920	250.00 CR	
_	04/21/2025	LCBO/RAO #0643	193.05 DR	
_	04/21/2025	DOLLARAMA # 560	91.04 DR	
	04/21/2025	UT592 TFR-FR 6189920	450.00 CR	
_	04/21/2025	SUNNY SUPERMARK	458.13 DR	
-	04/21/2025	SUNNY SUPERMARK F	9.02 DR	
_		ALBORZ SUPERMAR F	24.54 DR	6 27
_		APPLE.COM/BILL TV APPLE.COM/BILL TV	2.81 DR	6.37
_		TD ATM DEP 004572	5.64 DR 100.00 CR	
FN:	=> R-RFTURN	REQUEST, S-SELECT DETAILS,	A-EAEWDL	
ÜSI	R ID: ZARYA	NE4 PSWD:	A-LALME I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 43 OF 50 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/23/2025	SEND E-TFR ***fpY	100.00 DR	0.73
_	04/28/2025	TD ATM DEP 002334	120.00 CR	*****
_	04/28/2025	DNH*GODADDY#368 V	112.97 DR	
_	04/28/2025	APPLE.COM/BILL TV	2.81 DR	
	04/28/2025	APPLE.COM/BILL V	3.14 DR	1.81
	04/29/2025	WO075 TFR-FR 6189920	100.00 CR	
_	04/29/2025	PETRO-CANADA 59 _F	61.99 DR	
_	04/29/2025	MCDONALD'S #290 _F	24.35 DR	
_	04/29/2025	WQ430 TFR-FR 5023332	3,000.00 CR	
_	04/29/2025	TD_ATM_W/D 007532	3,000.00 DR	15.47
	04/30/2025	APPLE.COM/BILL _V	2.25 DR	
FN:	=> R-RETURN R	EQUEST, S-SELECT DETAILS,	X-EXEMPT	
US	ER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: **265** FINANCIAL ENQUIRY

1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A BR #: FROM:

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/30/2025	WD291 TFR-FR 6189920	100.00	
	04/30/2025	APPLE.COM/BILL _V	83.61	
_	04/30/2025	APPLE.COM/BILL V	14.11	
	04/30/2025 04/30/2025	HL562 TFR-FR 6189970		
_	04/30/2025	HO003 TFR-FR 6189920 PETRO-CANADA 59F	100.00 66.99	
_	04/30/2025	PETRO-CANADA 59	120.00	
	04/30/2025	HQ074 TFR-FR 6189920	50.00	
_	04/30/2025	MR. GREEK #107 F	84.34	•
_	04/30/2025	URBAN KIDS #122 F	40.58	
Thi_	04/30/2025	HT300 TFR-FR 6189920	250.00	CR
FN	> K-KETUKN	REQUEST, S-SELECT DETAILS,	X-EXEMP1	
-11SF	R TD: 7ARVA	AFA DSLID.		

PSWD: USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC: 45 OF 50 + BR #: 265 DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: BR #: SHORTNAME: NALI M FROM:

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/30/2025	ZARA FAIRVIEW #	197.31	
	04/30/2025		100.00	
_	04/30/2025		1 08.1 5	DR
_	04/30/2025		100.00	
_	04/30/2025	APPLE.COM/BILL V	49.14	
	04/30/2025	APPLE.COM/BILL TV		DR
-	04/30/2025		16.94	
	04/30/2025	HU131 TFR-FR 6189920	• •	
_	04/30/2025	LONGO'S #10 _ F UBER CANADA/UBE _V	75.49	
	04/30/2025	HX161 TFR-FR 6189920	19.29	
FN:	=> R-RFTIRN	REQUEST, S-SELECT DETAILS,	150.00	CK
iic	FR TD: 7ARYA	AF4 PSIAID.	V-EVELIL I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 46 OF 50 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/30/2025	MONTHLY ACCOUNT FEE	16.95 DR	172.61
_	05/01/2025	UBER CANADA/UBEV	184.11 DR	
_	05/01/2025	IW550 TFR-FR 5023332	50.00 CR	
_	05/01/2025	Adobe Inc 29.37_V	29.37 DR	9.13
_	05/02/2025	UBER CAN REV 04/30 V	19.29 CR	
_	05/02/2025	UBER CANADA/UBE V	17.17 DR	11.25
_	05/05/2025	U0324 TFR-FR 6189920	50.00 CR	
_	05/05/2025	MCDONALD'S #290 F	10.94 DR	
		UU291 TFR-FR 6189920 UU295 TFR-FR 5023332	179.00 CR	
_	05/05/2025	LONGO'S # 10 F	39.55 CR	
ĒN:	-> R_RETURN	REQUEST, S-SELECT DETAILS,	152.51 DR	
USI	ER ID: ZARYA	AE4 PSWD:	A-EAEIIIF I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 47 OF 50 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE 05/05/2025	TRANS DESCRIPTION	TRANS AMOUNT	
- 05/05/2025 05/05/2025	LCBO/RAO #0643 DNH*GODADDY#373 V	99.20 D 13.55 D	
05/05/2025	APPLE.COM/BILL TV	2.81 D	R 0.79
05/09/2025 05/09/2025	CANADA PRO APPLE.COM/BILL V	208.83 C	
05/09/2025	IP522 TFR-TO 6189920	35.00 D 174.62 D	
_ 05/09/2025	JQ315 TFR-FR 6189920	10.00 C	R
- 05/09/2025 - 05/12/2025	INDIGO PARK - T F UQ204 TFR-FR 6189920	9.75 D	- ·
- 05/12/2025	APPLE.COM/BILL V	100.00 C 45.19 D	
05/12/2025	APPLE.COM/BILL TV	21.46 D	
FN=> K-KEIUKN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USER ID: ZARYA	AE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 48 OF 50 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/12/2025	UBER CANADA/UBE V	11.29 DR	5/15/0105
	05/12/2025	UX174 TFR-FR 6189920	10.00 CR	
_	05/12/2025	NETFLIX.COM _V	27.11 DR	
-	05/12/2025	LI564 TFR-FR 61899 2 0	15.00 CR	
_	05/12/2025	instafollo 11.50_V	16.60 DR	
_	05/12/2025	RW002 TFR-FR 6189920	39.94 CR	
_	05/12/2025	bellabarne 18.53 V	26.75 DR	16.79
_	05/14/2025	TD ATM DEP 000416	140.00 CR	
_	05/14/2025	DNH*GODADDY#372 V	124.28 DR	
_	05/14/2025	Adobe Inc 29.37 V	29.37 DR	3.14
_		GOOGLE *YouTube V	3.38 CR	3.2.
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYA	NE4 PSWD:	, _, ,	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 49 OF 50 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE 05/16/2025	TRANS DESCRIPTION	TRANS AMOUNT	
_	05/16/2025	E-TRANSFER ***Fjm APPLE.COM/BILL V	10.00 14.68	
_	05/20/2025	CANADA FPT	2,128.57	
_	05/20/2025	DOCUSIGN I 96.05 V	96.05	
_	05/20/2025	UI095 TFR-TO 6189920	2,000.00	
_	05/20/2025	instafollo 9.75_V	14.13	DR
_	05/20/2025	APPLE.COM/BILL V	14.68	
_		U0221 TFR-FR 6189920	20.00	
_	05/20/2025	MGS-BUSINESS NA V UO364 TFR-FR 6189920	8.00	
_	05/20/2025	SEND E-TFR ***3fs	500.00 450.00	
FN:	=> R-RETURN R	EQUEST, S-SELECT DETAILS,	X-EXFMPT	DK
USI	ER ID: ZARYAE	PSWD:	7. B7.B1 % 1	

APPL: CPA TRAN: EAF ID: SC: DEPOSIT ACCOUNT HISTORY PAGE 50 OF 50 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 0	05/20/2025		100.00	
_ @	35/20/2025	LONGO'S # 10 F	75.35	DR
	05/20/2025	PETRO-CANADA 59 F	50.47	DR
	05/20/2025	UU094 TFR-FR 6189920	120.00	CR
_ 6	05/20/2025	UU110 TFR-FR 6189920	60.00	CR
	05/20/2025		170.70	
_ 6	05/20/2025	LONGO'S #10 F	4.98	
_ 6	05/20/2025	APPLE.COM/BILL V	28.24	
_ 6	05/20/2025	LI232 TFR-FR 61899 2 0	50.00	
_ 6	05/20/2025	instafollo 18.45 V	26.73	
_ 6	05/20/2025	LW531 TFR-FR 6189920	50.00	
FN=>	R-RETURN F	REQUEST, S-SELECT DETAILS,	X-EXEMPT	Cit
USER	R ID: ZARYAE	PSWD:	/	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 51 OF 60 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTI	ON	TRANS	AMOUNT		BALANCE
_	05/20/2025		_F	- 1	43.95		5.12.11.2
_	05/20/2025	LL051 TFR-FR 61	89920		100.00		
_	05/20/2025	LONGO'S # 10			51.95	DR	
_	05/20/2025	DNH*GODADDY#374	_V		62.14	DR	
_	05/20/2025	LT125 TFR-FR 61	89920		100.00	CR	
	05/20/2025	LT142 TFR-FR 61	89920		50.00	CR	
_	05/20/2025	ESSO CIRCLE K	F		20.33		
_	05/20/2025	ESSO CIRCLE K	 '		60.00		
_			F		53.95		
	05/20/2025		— <u>;</u>		9.49		
_	05/20/2025	APPLE.COM/BILL	_',		2.81		
FN:	=> R-RETURN	REQUEST, S-SELECT	DETĂTIS.	X-FXFMPT	2.01	DI	
US	ER ID: ZARYA	E4 PSWD:	22223	A EALIN I			

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 52 OF 60 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/20/2025	APPLE.COM/BILL V	28.24 DR	
_	05/20/2025	RW303 TFR-FR 6189920	49.00 CR	
_	05/20/2025	RW305 TFR-FR 6189920	50.00 CR	
_	05/20/2025	ESSO CIRCLE K _F	49.61 DR	
_	05/20/2025	DNH*GODADDY#375 V	13.55 DR	
_	05/20/2025	STARBUCKS COFFE F	25.09 DR	
_	05/20/2025	TDSB SCHOOL CAS TV	15.00 DR	
_	05/20/2025	W0292 TFR-FR 6189920	50.00 CR	
_	05/20/2025	MCDONALD'S #290 F	24.68 DR	29.29
_	05/21/2025	HI501 TFR-FR 6189920	50.00 CR	
Tal.	05/21/2025	PETRO-CANADA 00 F	38.99 DR	
PN:	E> K-KEIUKN	REQUEST, S-SELECT DETAILS,	, X-EXEMPT	
021	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF BR #: 265 ID: DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

BR #:			6177612 MBA - U		SHORTNAME:	NALI M
FROM:	02 / 05 /	2025 TO:	<i>08 /</i> 11 / 2025	ACCESS TO	FUNDS AMT:	N/A

FN	–	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/21/2025	STARBUCKS COFFE F	19.94 DR	2.22
_	05/21/2025 05/22/2025	DROPBOX*HJ 18.07¯V IJ140 TFR-FR 6189920	18.07 DR 50.00 CR	2.29
_	05/22/2025	PETRO-CANADA 59	50.00 CR 50.00 DR	
_	05/22/2025	IQ054 TFR-FR 6189920	50.00 CR	
_	05/22/2025	PĬZZA PIZZA # 6 F	40.21 DR	
_	05/22/2025 05/23/2025	IX213 TFR-FR 6189920 PETRO-CANADA 59 F	50.00 CR	62.08
_	05/23/2025	ESSO CIRCLE K F	5.00 DR 40.34 DR	
_	05/23/2025	APPLE.COM/BILL V	5.64 DR	11.10
	05/26/2025	MCDONALD'S #290 F	6.81 DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 54 OF 60 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/26/2025		2.81	DR
_	05/26/2025 05/26/2025	RI194 TFR-FR 6189920 ESSO CIRCLE K F	100.00	
_	05/26/2025	ESSO CIRCLE KF	23.56 60.00	
_	05/27/2025	PETRO-CANADA 00 F	12.88	
_	05/29/2025	APPLE.COM/BILLV	2.25	DR 2.79
_	05/30/2025	MONTHLY ACCOUNT FEE		
_	06/03/2025 06/03/2025	WH170 TFR-FR 6189920 PETRO-CANADA 59 F	50.46 22.88	
_	06/03/2025	MCDONALD'S #290 F	9.80	
_	06/04/2025	HI173 TFR-FR 61899 2 0	30.00	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYA	NE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 55 OF 60 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/04/2025 06/04/2025	TDSB SCHOOL CAS _V APPLE.COM/BILL _V	23.00 DR	7.04
_	06/06/2025	APPLE.COM/BILL TV JT001 TFR-FR 6189920	2.81 DR 500.00 CR	7.81
_	06/06/2025	LCBO/RAO #0643	246.30 DR	
	06/06/2025	JT550 TFR-FR 6189920	250.00 CR	
_	06/06/2025 06/06/2025	SUNNY SUPERMARK ALBORZ SUPERMAR F	301.15 DR 190.81 DR	
_	06/06/2025	JW512 TFR-FR 6189920	100.00 CR	
_	06/06/2025	APPLE.COM/BILL V	66.63 DR	
_	06/06/2025	APPLE.COM/BILL TV APPLE.COM/BILL TV	16.94 DR	35.98
FN=	> R-RETURN	REQUEST, S-SELECT DETAILS,	19.20 DR X-EXEMPT	
USE	R ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: BR #: 265 56 OF 60 +

DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: SHORTNAME: NALI M

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	06/09/2025	UQ154 TFR-FR 6189920	50.00 (
_	06/09/2025	instafollo 22.90 V	32.49	
_	06/09/2025	UT425 TFR-FR 61899 2 0	250.00	R
	06/09/2025		127.26	
_	06/09/2025		38.99 E)R
_	06/09/2025		43.17 [)R
_	06/09/2025		1.88 [PR
_	06/09/2025	UW265 TFR-FR 61899 2 0	50.00 (:R
_	06/09/2025	KHORAK SUPERMAR F	79.99 D	PR
_	06/09/2025	UBER CANADA/UBEV	11.29 [PR
-	06/09/2025	LT250 TFR-FR 6189920	50.00 C	:R
FN:	> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: 265 BR #: DEPOSIT ACCOUNT HISTORY 57 OF 60 + FINANCIAL ENQUIRY BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: FROM: N/A FN DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 06/09/2025 LT262 TFR-FR 6189920 50.00 CR 06/09/2025 DARBAND F 66.24 DR APPLE.COM/BILL 06/09/2025 50.51 DR 06/09/2025 06/09/2025 RR201 TFR-FR 6189920 50.00 CR SB M-WING 12.98 DR SB M-WING 06/09/2025 21.56 DR 30.42 UBER CANADA/UBE UBER CANADA/UBE 06/10/2025 14.03 DR ď 06/10/2025 06/10/2025 3.00 DR PRO CANADA 208.87 CR 06/10/2025 20.28 DR 27.11 DR STARBUCKS COFFE F

06/10/2025 NETFLIX.COM FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 58 OF 60 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 06/10/2025	SB M-WING F	15.24 DR	
06/10/2025 06/10/2025	WQ441 TFR-TO 5023332 WR145 TFR-FR 6189920	60.00 DR 50.00 CR	
- 06/10/2025	LONGO'S # 10 F	104.27 DR	
_ 06/10/2025	APPLE.COM/BILL TV	23.70 DR	
06/10/2025 06/10/2025	WU472 TFR-FR 6189920 AVA FOOD MARKET F	100.00 CR	
	LOBLAWS #1019 F	49.91 DR 39.26 DR	32.49
06/11/2025	MCDONALD'S #290	28.30 DR	4.19
06/12/2025	APPLE.COM/BILL V	2.81 DR	
FN=> R-RETURN F	IO490 TFR-FR 6189920 REQUEST, S-SELECT DETAILS	50.00 CR . X-FXFMPT	
USER ID: ZARYAE	PSWD:	, ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 59 OF 60 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/12/2025	DROPBOX*P7 2.92_V	2.92	
_	06/12/2025	IY242 TFR-FR 6189970	197.00	
_	06/13/2025	UBER_CANADA/UBE _V	10.00	
_	06/13/2025	UBER* EATS PEND _V	137.65	
_	06/13/2025	DOCUSIGN I 96.05_V	96.05	DR
_	06/13/2025	JR 04 3 TFR-FR 61899 2 0	1,000.00	CR
	06/13/2025	TD ATM W/D 002093	1,000.00	
_	06/13/2025	JR050 TFR-FR 6189920	50.00	
_	06/13/2025	STARBUCKS COFFE F	13.45	
_	06/13/2025	JZ111 TFR-FR 6189920	700.00	
_	06/16/2025	SCADDABUSH DON	393.97	
FΝ	=> R-RETURN R	EQUEST, S-SELECT DETAILS,	X-EXEMPT	
US	ER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: 265 60 OF 60 +

FINANCIAL ENQUIRY

1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: BR #: SHORTNAME: NALI M FROM:

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	06/16/2025	Adobe Inc 29.37 V	29.37 DR	<i>5</i> , (2) ii (6)
_	06/16/2025	PETRO-CANADA 59 F	38.99 DR	
_	06/16/2025	PETRO-CANADA 59	130.00 DR	
	06/16/2025	LCBO/RAO #0643 F	57.55 DR	
_	06/16/2025	LONGO'S #10 F	37.36 DR	
_	06/16/2025	LONGO'S #10 F	35.36 DR	
	06/16/2025	UO325 TFR-FR 6189920	500.00 CR	
_	06/16/2025			
_		UO351 TFR-FR 6189920		
_		SEND E-TFR ***F48		
	06/16/2025	UT334 TFR-FR 6189920	250.00 CR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
1151	FR TD: 7ARVA	ΔF4 DCMD+		

USER ID: ZAKYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 61 OF 70 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/16/2025	WINNERS 209	437.23	
_	06/16/2025		6.72	
_	06/16/2025		250.00	
_	06/16/2025		269.34	
_	06/16/2025		400.00	
_	06/16/2025	SHEIN.COM V	277.99	
_	06/16/2025 06/16/2025		14.68	
_		LR125 TFR-FR 6189920	89.00	
_	06/16/2025	WINNERS 222	1,000.00	
_	06/16/2025	APPLE.COM/BILL V	856.74 14.68	
FN=	> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	DIX
LISE	R TD: ZARVA	VEA DOMD.	71 =71=111	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 62 OF 70 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 06/16/2025	APPLE.COM/BILL V	83.61 DR	2112/11142
_ 06/16/2025		5.52 DR	
_ 06/16/2025	LU365 TFR-FR 6189920	400.00 CR	
_ 06/16/2025	ADONIS 101201 S	378.72 DR	
06/16/2025	ADONIS_101201 S _F	5.33 DR	
_ 06/16/2025		100.00 CR	
06/16/2025	ESSO CIRCLE KF	95.43 DR	
	LOBLAWS #1019 F	39.54 DR	
_ 06/16/2025		32.35 DR	
_ 06/16/2025	RO012 TFR-FR 61899 2 0	50.00 CR	
06/16/2025	SHEIN.COM V	29.87 DR	
FN=> R-RETURN F	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USER ID: ZARYA	PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 63 OF 70 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 06/16/2025	DROPBOX*S4 25.26_V	25.26	DR 3.70
_ 06/17/2025	TIM HORTONS #19 F	1.92	
_ 06/17/2025	WINNERS 222F	124.27	
06/17/2025	WINNERS 222 _F	118.62	
06/17/2025	WINNERS 222F	27.12	CR
_ 06/17/2025	WINNERS 222	266.61	DR
_ 06/17/2025	WQ302 TFR-FR 6189920	250.00	CR
⁻ 06/17/2025	UBER CANADA/UBE V	186.45	DR 68.73
⁻ 06/18/2025	APPLE.COM/BILL V	67.78	
06/18/2025		50.00	
⁻ 06/18/2025	EŠSO CIRCLE K	40.34	
FN=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	20,02
USER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 64 OF 70 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/19/2025	HE221 TFR-TO 6189920	5.00 DR	
_	06/19/2025	HE230 TFR-FR 6189920	15.00 CR	
_	06/19/2025	Jengal 8.13 V	11.53 DR	
_	06/19/2025	II022 TFR-FR 6189920	50.00 CR	
_	06/19/2025	MCDONALD'S #290 F	23.00 DR	
_	06/19/2025	DNH*GODADDY#378 TV	13.55 DR	
_	06/19/2025	STARBUCKS COFFE F	7.06 DR	
	06/19/2025	IJ532 TFR-FR 61899 2 0	100.00 CR	
	06/19/2025	WINNERS 222 F	83.98 CR	
		WINNERS 222 F		
	06/19/2025	IW334 TFR-FR 61899 2 0	100.00 CR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
	-n -n -n -n			

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 65 OF 70 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/19/2025	SHOPPERS DRUG MF	15.45 DR	121.74
_	06/20/2025 06/20/2025	CANADA FPT JH563 TFR-TO 5023332	2,128.73 CR 50.00 DR	
	06/20/2025	J0335 TFR-TO 5023332	50.00 DR	2,150.47
	06/23/2025	MCDONALD'S #290 F	42.64 DR	_,
	06/23/2025 06/23/2025	instafollo 8.30 V	11.81 DR	
	06/23/2025	PETRO-CANADA 59 _F PETRO-CANADA 59	38.99 DR 158.90 DR	
_	06/23/2025	UBER CANADA/UBE V	122.38 DR	
_	06/23/2025	SUNNY SUPERMARK	668.10 DR	
FN-	00/23/2025	WALMART STORE # REQUEST, S-SELECT DETAILS	975.86 DR	
USE	R ID: ZARYA	E4 PSWD:	, A-CALIIP I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 66 OF 70 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/23/2025	instafollo 9.75 V	13.88 DR	2.12.1002
	06/23/2025	STARBUCKS COFFE F	20.06 DR	
_	06/23/2025	SEND E-TFR $***$ Kmz $^-$	10.00 DR	87.85
	06/24/2025	Famety_Ser 42.85_V	61.21 DR	
	06/24/2025	WJ160 TFR-FR 6189920	50.00 CR	
	06/24/2025	DOLLARAMA # 560 _F	29.37 DR	
	06/24/2025	WT093 TFR-FR 6189920	500.00 CR	
_		THE HOME DEPOT	420.24 DR	
_		PETRO-CANADA 00 _F	38.99 DR	
_	06/24/2025	WT444 TFR-TO 50233 3 2	50.00 DR	
	06/24/2025	WY091 TFR-FR 6189920	100.00 CR	138.04
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 67 OF 70 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE		DESCRIPTION	TRANS AMOUNT	BALANCE
		CANADA/UBE V	90.95	
	5/2025 HQ104 5/2025 SEND	TFR-FR 6189920 E-TFR ***PCT	350.00	
		y Ser 9.75 V	349.00 13.87	
		TFR-FR 6189920	150.00	
_ 06/25	5/2025 DOLLA	RAMA # 560 _F	39.97	DR
		S PIZZA F	76.15	
		TFR-FR 6189920 RT STORE # F	150.00	
		-CANADA 00 F	107.99 38.99	
	/2025 Famet		35.05	
FN=> R-R	RETURN REQUEST	, S-SELECT DE T AILS,	X-EXEMPT	
USER ID:	ZARYAE4	PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 68 OF 70 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 06/30/2025	Famety Ser 13.24 V	18.8 6 DR	
06/30/2025 06/30/2025		32.50 CR	
- 06/30/2025 06/30/2025		38.99 DR 2.25 DR	
- 06/30/2025		3.14 DR	
_ 06/30/2025	OVERDRAFT INTEREST	0.02 DR	
06/30/2025		16.95 DR	11.64-
		100.00 CR 8.00 DR	
- 07/09/2025	APPLE.COM/BILL V	39.50 DR	
⁻ 07/09/2025	APPLE.COM/BILL TV	21 46 DR	
FN=> R-RETURN	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USER ID: ZARY	AE4 PSWD:		

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 69 OF 70 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	
_ 07/09/2025 _ 07/10/2025	APPLE.COM/BILL V	2.81	
_ 07/10/2025	UBER CANADA/UBE _V	9.88	
_ 07/15/2025	E-TRANSFER ***45c	30.00	
_ 07/15/2025	APPLE.COM/BILL V	14.68	DR
07/15/2025	APPLE.COM/BILL TV	14.68	DR 7.35
⁻ 07/16/2025	APPLE.COM/BILL TV	2.81	
⁻ 07/16/2025	E-TRANSFER ***bZA	30.00	
07/16/2025	SEND E-TFR ***Euh	34.00	
	E-TRANSFER ***5UE	3,200.00	
	SEND E-TFR ***5e9	920.00	
W//10/2025	SEND E-TFR ***dnD	630.00	DK
FN=> K-REIURN F	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USER ID: ZARYAE	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 70 OF 70 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 07/18/2025	ESSO CIRCLE K _F	119.42 DR	
_ 07/18/2025	LOBLAWS #1019	441.64 DR	
07/18/2025 07/18/2025	APPLE.COM/BILL V APPLE.COM/BILL V	28.24 DR	4 024 70
- 07/10/2025 07/21/2025	APPLE.COM/BILL TV Adobe Inc 29.37 V	39.54 DR	1,021.70
- 07/21/2025 - 07/21/2025	APPLE.COM/BILL V	29.37 DR 28.24 DR	
- 07/21/2025 07/21/2025	APPLE.COM/BILL V	19.20 DR	
- 07/21/2025	Famety Ser 59.39 V	84.60 DR	
07/21/2025	DNH*GODADDY#382 V	13.55 DR	
⁻ 07/21/2025	SEND E-TFR ***5Pa —	310.00 DR	
⁻ 07/21/2025	UI365 TFR-TO 5023332	536.00 DR	
FN=> R-RETURN F	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USER ID: ZARYA	PSWD:		

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 71 OF 72
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE		DESCRIPTION	TRANS AMOUNT	
_ 07/21/		TFR-FR 5023332		
_ 07/21/		SUPERMARK	247.56	
_ 07/21/2		TFR-FR 5023332	200.00	CR
_ 07/21/2		SUPERMAR	205.03	DR
⁻ 07/21/2	2025 Dropbo	x 18 30.50 V	30.50	DR
07/21/2		TFR-FR 5023332	36.88	
⁻ 07/21/2		AO #0355 F	52.50	
07/23/2		TFR-FR 5023332	300.00	_ · · · _
		O HYDRO V	300.00	
		TFR-FR 5023332	600.00	
			350.00	
#N-> D DE	ZUZO ENDRID	GE GAS X6L8A5	250.00	DK
TN=> K-KE	IUKN KEQUESI,	S-SELECT DETAILS	, X-EXEMPI	
USER ID: 7	ZARYAE4	PSWD:	-	

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 72 OF 72
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6177612 MBA - ULT SHORTNAME: NALI M FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	7/23/2025	BELL1 BILL14 X6L8H9	250.00	
	37/23/2025	HT452 TFR-FR 5023332	500.00	CR
	37/23/2025	BELLMOBILITY X6L8L2	300.00	DR
_ 6	07/23/2025	SEND E-TFR ***5tJ	300.00	
_ 6	07/24/2025	E-TRANSFER ***v9p	30.00	
	07/25/2025	NETFLIX.COM V	27.11	
	07/25/2025	TD ATM DEP 006915	500.00	
	07/25/2025	SEND E-TFR ***feJ	500.00	
			2.81	
	7/31/2025		0.05	
		MONTHLY ACCOUNT FEE	17.95	
FN=>	R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT 1/.JJ	TJ.69
LICEP	TD. 7401/4	MEROFOLD DETERMINE	V FVFt.It. I	
U2FK	R ID: ZARYA	E4 PSWD:		

APPENDIX J

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 1 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/07/2025	JQ500 TFR-FR 6177612	10.00 CR	4.84
	02/10/2025	RI135 TFR-FR 6177612	1,500.00 CR	
_	02/10/2025	SEND E-TFR ***VEn	1,310.00 DR	
	02/10/2025	SEND E-TFR FEE	1.50 DR	193.34
	02/18/2025	UJ124 TFR-FR 6177612	3,000.00 CR	
_	02/18/2025	SEND E-TFR ***SPe	3,000.00 DR	
	02/18/2025	SEND E-TFR FEE	1.50 DR	
_	02/18/2025	GC 1140-DEPOSIT	80,800.00 CR	80,991.84
_	02/19/2025	CAD DRAFT 10460347	25,009.95 DR	00,552.04
_	02/19/2025	CAD DRAFT 10460348	25,009.95 DR	30,971.94
		CAD DRAFT 10460362	13,674.95 DR	30,5/1.54
FN:	=> R-RETURN R	EQUEST, S-SELECT DETAILS,	Y-FYFMDT	
USI	R ID: ZARYAE	4 PSWD:	A LALCK I	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 2 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

EN DATE	TRANS DESCRIPTION		
FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
02/20/2025	SEND E-TFR ***APU	500.00 DR	
02/20/2025	SEND E-TFR FEE	1.50 DR	
02/20/2025	IL565 TFR-TO 6177612		
		5,000.00 DR	
02/20/2025	IL571 TFR-TO 6177612	1,000.00 DR	
⁻ 02/20/2025	IL595 TFR-TO 6177612	5,000.00 DR	
⁻ 02/20/2025	IW300 TFR-TO 6177612	1,500.00 DR	4,295.49
02/24/2025	JP522 TFR-TO 6177612	50.00 DR	7,223.73
_ 02/24/2025	SEND E-TFR ***BH2	1,000.00 DR	
02/24/2025	SEND E-TFR FEE	1.50 DR	3,243,99
⁻ 02/25/2025	DAY MEAT	281.00 DR	3,243.99 2,962.99
_ 02/26/2025	TD ATM W/D 000850	1,200.00 DR	2,502.55
EN-> D DETUDN D	PEOMECT C CELECT DETAILS	1,200.00 DR	
FIN=> K-KEIUKN K	REQUEST, S-SELECT DETAILS,	, X-EXEMP1	
USER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: 3 OF 10 + DEPOSIT ACCOUNT HISTORY BR #: 265

FINANCIAL ENQUIRY

BR #: **1929** ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT:

FN DATE TRANS DESCRIPTION TRANS AMOUNT BALANCE 02/26/2025 PETRO-CANADA 59 134.55 DR 02/26/2025 SEND E-TFR ***2x9 1,000.00 DR 02/26/2025 SEND E-TFR FEE 1.50 DR

02/26/2025 02/27/2025 HU594 TFR-TO 6177612 500.00 DR 126.94

DOLLARAMA # 560 101.23 DR 02/27/2025 IJ551 TFR-FR 6177612 10,000.00 CR 02/27/2025 TD ATM W/D 008923 1,200.00 DR 02/27/2025 SEND E-TFR ***CFq 3,000.00 DR 02/27/2025 SEND E-TFR FEE 1.50 DR SEND E-TFR ***faD 02/27/2025 1,900.00 DR 02/27/2025 SEND E-TFR FEE 1.50 DR

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: 4 OF 22 DEPOSIT ACCOUNT HISTORY BR #: **265**

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	02/27/2025		100.00	
_	02/27/2025	WZ SHOES	90.05	
_	02/27/2025	LYNICIA INC	20.00	DR
	02/27/2025	LYNICIA INC	9.00	DR 3,703.66
_	02/28/2025	SEND E-TFR ***GrT	330.00	
_	02/28/2025	SEND E-TFR FEE	1.50	
_	02/28/2025	JL544 TFR-TO 6177612	150.00	
_				
_	02/28/2025	SEND E-TFR ***uwF	700.00	UR
	02/28/2025	SEND E-TFR FEE	1.50	DR
_	02/28/2025	MELANIE LYNE LI	22.59	
_		LONGO'S # 10	91.70	
P.			31.70	νN
- FN:	=> K-KEIURN	REQUEST, S-SELECT DETAILS.	X-FXEMPT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: DEPOSIT ACCOUNT HISTORY BR #: 265 5 OF 10 + FINANCIAL ENQUIRY 5023332 BMA - BAS BR #: 1929 ACCOUNT: SHORTNAME: 2621598 ON **02 / 05 / 2025** TO: FROM: **08** / **11** / **2025** ACCESS TO FUNDS AMT: FN DATE TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 02/28/2025 02/28/2025 RECLAIM E-TFR ***uwF 700.00 CR REVERSE E-TFR FEE 1.50 CR 02/28/2025 SEND E-TFR ***hzB 1,000.00 DR SEND E-TFR FEE MONTHLY PLAN FEE 02/28/2025 02/28/2025 1.50 DR 5.00 DR SERVICE CHARGE 02/28/2025 38.75 DR OVERDRAFT INTEREST 02/28/2025 2,062.60 0.02 DR 03/03/2025 03/03/2025 UQ064 TFR-TO 6177612 UI093 TFR-TO 6177612 2,000.00 DR 50.00 DR 03/03/2025 **ALARMTO** BUS 42.91 DR 03/03/2025 RTN NSF 42.91 CR 12.60

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF IMSTX TDASHF LTRM M2400078 MOD DASHFEO 2025-08-11 10.42

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

PSWD:

USER ID: ZARYAE4

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 6 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
- 03/04/2025 - 03/04/2025	WL210 TFR-FR 6177612 WL225 TFR-FR 6177612	1,031.00	
- 03/04/2025 - 03/04/2025	SEND E-TFR ***Z7n	5.00 1,000.00	
03/04/2025	SEND E-TFR FEE	1.50	DR
_ 03/04/2025 - 03/11/2025	NSF RETURN FEE WQ144 TFR-FR 6177612	48.00 10.00	
- 03/11/2025 - 03/13/2025	TD ATM DEP 009028	5,000.00	
03/13/2025	SEND E-TFR ***6Pe	1,259.89	DR
_ 03/13/2025 _ 03/13/2025	SEND E-TFR FEE IY312 TFR-TO 6177612	1.50 250.00	
03/14/2025	LONGO'S # 10	169.23	
FN=> R-RETURN I	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USER ID: ZARYAI	E4 PSWD:	•	

APPL: CPA TRAN: EAF BR #: 265 ID: DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

BR #: **1929** ACCOUNT: FROM: **02** / **05** / **2025** TO: 5023332 BMA - BAS SHORTNAME: 2621598 ON 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/14/2025	ALBORZ SUPERMAR	246.04	
_	03/14/2025	ESSO CIRCLE K	47.25	DR
_	03/14/2025	ESSO CIRCLE K	33.88	DR
_	03/14/2025	PARTY SUPPLY DE	36.11	DR
	03/14/2025	ONES BETTER LIV	52.28	
_	03/14/2025	CLAW WORLD CENT	41.00	
_	03/14/2025	ELEGANT BAG	96.03	
_	03/14/2025	JW263 TFR-TO 6177612	250.00	
_	03/14/2025 03/14/2025	JW294 TFR-TO 6177612	50.00	
		JW413 TFR-TO 6177612	100.00	
EN-	-> P_RETIEN	JB171 TFR-TO 6177612 REQUEST, S-SELECT DETAILS,	1,000.00	DK
1101	TO TO, TARVA	Urforal a-arrect petatra	V- EVELAR	
UDI	R ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 8 OF 10 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/17/2025	UO102 TFR-TO 6177612	50.00 DR	5 7, 12, 11, 02
	03/17/2025	ALBORZ SUPERMAR	51.35 DR	
_	03/17/2025	SHOPPERS DRUG M	36.24 DR	
_	03/17/2025		100.00 DR	
_	03/17/2025	SEND F-TER FFF	1 50 DR	
_		ENTERPRISE C263	434.75 DR	
_	03/17/2025	ENTERPRISE C263 COZY CAFE	9.02 DR	
_	03/17/2025	NOFRILLS CARLO'	32.38 DR	
_	03/17/2025	PETRO-CANADA 59	100.00 DR	
_	03/17/2025		23.13 DR	
	03/17/2025	DARBAND	161.50 DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAIL	S. X-EXEMPT	
110	ED TO. TARVA	DEUD.	- ,	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 9 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

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APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 10 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/26/2025	HH234 TFR-FR 6189920	10.00	
_	03/26/2025	SEND E-TFR ***3nM	3,000.00	DR
_	03/26/2025	SEND E-TFR FEE	1.50	DR
_	03/26/2025	CANCEL E-TFR ***3nM	3,000.00	CR
_	03/26/2025	CANCEL E-TFR FEE	5.00	
_	03/26/2025	HJ260 TFR-FR 6189920	2.00	CR
_	03/26/2025	HJ262 TFR-FR 6189920	1.00	CR
_	03/26/2025	SEND E-TFR ***gQf	3,000.00	DR
	03/26/2025	SEND E-TFR FEE	1.50	
	03/26/2025	CANCEL E-TFR ***gOf	3,000.00	CR
	03/26/2025	HW400 IFR-10 6177612	3,000,00	DR 0.97
FN	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPŤ	
US	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF
BR #: 265

DEPOSIT ACCOUNT HISTORY PAGE 11 OF 20 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
03/31/2025	GC 1084-TRANSFER	32,000.00 (CR C
03/31/2025		1,500.00 [)R
⁻ 03/31/2025	SEND E-TFR ***JCq	1,500.00)R
03/31/2025	SEND E-TFR FEE '	1.50	
03/31/2025		15,000.00	
03/31/2025		628.11	
03/31/2025		2,000.00	
- 03/31/2025		1.50	
03/31/2025		5.00	
03/31/2025	SERVICE CHARGE	57.50 C	PR .
03/31/2025	CASH DEP FEE	62.50 D	
TN- D DETUDAL	DECLIECT C CELECT DETAILS	V EVENDT	== == == == == == == == == == == == ==

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 12 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
- 04/01/2025	WI521 TFR-TO 6177612	250.00 DR	
04/01/2025 04/01/2025	TD ATM W/D 004318	1,200.00 DR	
- 04/01/2025 - 04/01/2025	SEND E-TFR ***ucB SEND E-TFR FEE	1,000.00 DR	
- 04/01/2025 - 04/01/2025	SEND E-TFR ***bQF	1.50 DR	
- 04/01/2025	SEND E-TFR FEE	1,500.00 DR 1.50 DR	
- 04/01/2025	ALARMTO BUS	42.91 DR	7,248.95
04/02/2025	HH173 TFR-TO 6177612	700.00 DR	7,240.23
	HJ352 TFR-TO 6177612	600.00 DR	
⁻ 04/02/2025	HJ362 TFR-TO 6177612	100.00 DR	
_ 04/02/2025	HL351 TFR-TO 6177612	100.00 DR	
FN=> R-RETURN I	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USER ID: ZARYAI	E4 PSWD:	•	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 13 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/02/2025 04/02/2025	HW331 TFR-TO 6177612 HX241 TFR-TO 6177612	100.00 DR	
	04/02/2025	SEND E-TFR ***YpS	100.00 DR 1,900.00 DR	
_	04/02/2025	SEND E-TFR FEE	1.50 DR	3,647.45
_	04/03/2025 04/03/2025	HC152 TFR-TO 6177612 IH204 TFR-TO 6177612	250.00 DR	
_	04/03/2025	IJ462 TFR-TO 6177612	50.00 DR 250.00 DR	
_	04/03/2025	SEND E-TFR ***8Sw	100.00 DR	
	04/03/2025 04/04/2025		1.50 DR	2,995.95
_		BOUSTAN YORK MI ESSO CIRCLE K	117.38 DR 47.70 DR	2,830.87
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	2,030.07
US	ER ID: ZARYA	AE4 PSWD:		

APPL: CPA TRAN: EAF BR #: 265

ID: DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

14 OF PAGE

BR #: 1929 **5023332 BMA - BAS** SHORTNAME: **08 / 11 / 2025** ACCESS TO FUNDS AMT: ACCOUNT: SHORTNAME: 2621598 ON 02 / 05 / 2025 TO: FROM:

FN	DATE	TRANS DESCRIPTION	TRANS AMOUN	т	DALANCE
	04/07/2025	JB395 TFR-TO 6177612	300.0		BALANCE
	04/07/2025	UL503 TFR-TO 6177612	250.00		
	04/07/2025	UO053 TFR-TO 6177612	250.00		
	04/07/2025	SEND E-TFR ***MPr	400.00		
	04/07/2025	· · · · · · · · · · · · · · · · ·		Đ DR	
_	04/07/2025		412.3		
	04/07/2025		27.39		
_	04/07/2025	LI430 TFR-TO 6177612			
	04/07/2025			5 DR	
	04/07/2025	NAANIRAN	6.2	5 DR	
FN=	> R-RFTIIRN	REQUEST, S-SELECT DETAILS,	170.43	3 DK	
HSE	P TD 7ADVA	WEGOEST, 3-SELECT DETAILS,	V-EYELIN]		

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 15 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/07/2025	DARBAND	138.10	DR
_	04/07/2025	LCBO/RAO #0643		
_	04/07/2025	LR560 TFR-TO 6177612	350.00	DR
_	04/07/2025	DOLLARAMA # 560	38.52	DR
_	04/07/2025		114.98	
_	04/08/2025	WJ303 TFR-FR 6189920	250.00	
_	04/08/2025	DARBAND		
_	04/09/2025	SEND E-TFR ***yd5		
		SEND_E-TFR_FEE	— - - -	
_	04/11/2025	JJ405 TFR-TO 6177612	20.00	
.	04/14/2025	LW220 TFR-TO 6177612	21.00	DR 0.67
FN:	=> R-RETURN R	EQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 16 OF 20 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 04/29/2025	WL403 TFR-FR 6189920	50.00	
_ 04/29/2025	GC 1555-TRANSFER	22,500.00	
04/29/2025	GC 1988-CASH WITHDRA	5,000.00	
04/29/2025	WQ430 TFR-TO 6177612	3,000.00	
_ 04/29/2025	TD ATM W/D 007536	1,200.00	
_ 04/29/2025	SEND E-TFR ***A9r	2,500.00	
04/29/2025	SEND E-TFR FEE	1.50	
04/29/2025	SEND E-TFR *jkv AP	1,500.00	
04/29/2025		1.50	
$-\frac{64}{29}$	SEND E-TER ***8Ek	295.00	
U4/29/2020 EN-> D.DETIION D	SEND E-TFR FEE REQUEST, S-SELECT DETAILS,	1.50	DR 9,051.17
USER ID: ZARYAE	4 PSWD:	A-EACHIP I	
OJER ID. ZARTAL	יַעאּכָּיז, דּ.		

APPL: CPA TRAN: EAF ID: SC: 17 OF 20 + BR #: **265** DEPOSIT ACCOUNT HISTORY FINANCIAL ENQUIRY

BR #: **1929** ACCOUNT: FROM: **02** / **05** / **2025** TO: 5023332 BMA - BAS SHORTNAME: 2621 08 / 11 / 2025 ACCESS TO FUNDS AMT: SHORTNAME: 2621598 ON

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	04/30/2025		800.00 CR	5.12,111
_	04/30/2025	CAD DRAFT 10460937	9,809.95 DR	
_	04/30/2025		5.00 DR	
_	04/30/2025		53.75 DR	
_	04/30/2025			17.54-
_	05/01/2025	<u>I</u> G063 TFR-FR 6189920	100.00 CR	
_	05/01/2025	IW550 TFR-TO 6177612	50.00 DR	
_	05/01/2025	ALARMTO BUS	42.91 DR	
_	05/01/2025		50.00 CR	39.55
_	05/05/2025	UU295 TFR-TO 6177612	39.55 DR	0.00
-		MONTHLY PLAN FEE	5.00 DR	
FN:	=> R-RFTIJRN	REQUEST, S-SELECT DETAILS	Y_FYEMDT	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF
BR #: 265

DEPOSIT ACCOUNT HISTORY
FINANCIAL ENQUIRY

PAGE 18 OF 20

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/30/2025 06/02/2025	OVERDRAFT INTEREST	0.01 DR	5.01-
-	06/02/2025	ALARMTO BUS	42.91 DR	5102
	06/03/2025	RTN NSF	42.91 CR	5.01-
_	06/10/2025	NSF RETURN FEE	48.00 DR	53.01-
_	06/16/2025	WQ441 TFR-FR 6177612	60.00 CR	6.99
_	06/16/2025	LT590 TFR-FR 6189920 THE BURGER'S PR	100.00 CR	
_	06/17/2025	DA117114	47.12 DR	59.87
_	06/19/2025	DOMINOS PIZZA # HE102 TFR-TO 6189920	43134 DK	16.55
_	06/20/2025	JH563 TFR-FR 6177612	15.00 DR	1.55
_	06/20/2025	PETRO-CANADA 00	50.00 CR	
FN:	=> R-RETURN R	REQUEST, S-SELECT DETAILS,	38.99 DR	
USI	R ID: ZARYAE	PSWD:	V-EVEIIL !	
		110 1		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 19 OF 20 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/20/2025	J0335 TFR-FR 6177612	50.00 CR	
_	06/20/2025	MCDONALD'S #290	24.24 DR	38.32
_	06/24/2025	WT444 TFR-FR 6177612	50.00 CR	
_	06/24/2025	STARBUCKS COFFE	53.22 DR	35.10
_	06/26/2025	WINNERS 222	28.24 CR	63.34
	06/30/2025	PETRO-CANADA 59	38.99 DR	
_	06/30/2025	MONTHLY PLAN FEE	5.00 DR	
_	06/30/2025	SERVICE CHARGE	8.75 DR	
_	06/30/2025	OVERDRAFT INTEREST	0.22 DR	10.38
_		ALARMTO BUS	42.91 DR	
Fu	07/02/2025	RIN NSF	42.91 CR	10.38
FN:	=> K-KETURN R	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USE	ER ID: ZARYAE	4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 20 OF 20 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE 07/03/2025	TRANS DESCRIPTION NSF RETURN FEE	TRANS AMOUNT	BALANCE
- 07/03/2025 07/03/2025	TD ATM DEP 008176	48.00 40.00	2.38
- 07/09/2025	TD ATM DEP 009936	500.00	2.30
07/09/2025	SEND E-TFR ***wbU	500.00	
_ 07/09/2025	SEND E-TFR FEE	1.50	0.88
_ 07/21/2025	UI365 TFR-FR 6177612	536.00	
_ 07/21/2025 _ 07/21/2025	L0311 TFR-TO 6177612	300.00	
- 07/21/2025 07/21/2025	LQ032 TFR-TO 6177612 LQ274 TFR-TO 6177612	200.00 36.88	0.00
- 07/23/2025 07/23/2025	TD ATM DEP 004072	1,400.00	0.00
	HT225 TFR-TO 6177612	300.00	
FN=> R-RETURN F	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USER ID: ZARYAI	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 21 OF 22 FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	07/23/2025	HT390 TFR-TO 6177612	600.00 DR	
	07/23/2025	HT452 TFR-TO 6177612	500.00 DR	0.00
	07/31/2025	MONTHLY PLAN FEE	5.00 DR	
	07/31/2025	SERVICE CHARGE	7.50 DR	
_	07/31/2025	CASH DEP FEE	4.85 DR	
_	07/31/2025	OVERDRAFT INTEREST	0.01 DR	17.36-
_	08/01/2025	E-TRANSFER ***skD	1,000.00 CR	
_	08/01/2025	KHORAK SUPERMAR	424.89 DR	
	08/01/2025	LONGO'S # 10	119.73 DR	
_	08/01/2025	LONGO'S #10	14.68 DR	
_	08/01/2025	ALARMTO BUS	42.91 DR	380.43
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS	X-EXEMPT	
USI	ER ID: ZARYA	NE4 PSWD:	•	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 22 OF 22

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 5023332 BMA - BAS SHORTNAME: 2621598 ON FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 08/05/2025 08/05/2025 LONGO'S # 10 88.81 DR NAANIRAN 10.25 DR 08/05/2025 ALBORZ SUPERMAR 9.87 DR 08/05/2025 ESSO CIRCLE K 23.79 DR 08/05/2025 08/05/2025 08/05/2025 ESSO CIRCLE K 125.00 DR ESSO CIRCLE K
PETRO-CANADA 59 38.99 DR STARBUCKS COFFE 35.09 DR 08/05/2025 METRO 780 42.43 DR 6.20

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER ID: ZARYAE4 PSWD:

APPENDIX K

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 1 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT		BALANCE
	02/07/2025	JQ574 TFR-FR 6177612	400.00	CR	19.13
_	02/20/2025	IĞ290 TFR-FR 6177612	2,130.00	CR	2,149.13
	02/26/2025	HQ050 TFR-TO 6177612	2,000.00	DR	•
	02/26/2025	SĒND E-TFR ***Q5t	100.00		
	02/26/2025	SEND E-TFR FEE	0.50	DR	48.63
	02/28/2025	OVERDRAFT INTEREST	1.31		
_	02/28/2025	O.D.P. FEE	5.00		
_	02/28/2025	MONTHLY ACCOUNT FEE	3.95		38.37
_	03/03/2025	UQ002 TFR-TO 6177612	30.00		50.57
	03/03/2025	UQ222 TFR-TO 6177612	120.00		
		UU304 TFR-TO 6177612	50.00		
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-FXFMPT	DIX	
USI	ER ID: ZARYA	AE4 PSWD:	7. E7.E1 11		

APPL: CPA TRAN: EAF ID: SC: 2 OF 10 + DEPOSIT ACCOUNT HISTORY BR #: 265 FINANCIAL ENQUIRY

1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A BR #: FROM:

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/03/2025	UZ542 TFR-TO 6177612	50.00 DR	
_	03/03/2025	LT030 TFR-TO 6177612	88.00 DR	299.63-
_	03/11/2025	WQ142 TFR-FR 6177612	300.00 CR	0.37
_	03/12/2025	HW074 TFR-TO 6177612	50.00 DR	49.63-
_	03/13/2025	IL061 TFR-TO 6177612	250.00 DR	299.63-
_	03/21/2025	JR391 TFR-FR 6177612	2,000.00 CR	
_	03/21/2025	JY505 TFR-TO 6177612	200.00 DR	1,500.37
_	03/24/2025	UJ595 TFR-TO 5023332	100.00 DR	
_	03/24/2025	U0563_TFR-T0_5023332	100.00 DR	
_	03/24/2025	SEND E-TFR ***XdK	575.00 DR	
₩.	03/24/2025	SEND E-TFR FEE	1.00 DR	
FN:	=> K-KEIUKN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
- 1151	FR TD: 7ARYA	AFA DSIAID.		

USEK ID: ZAKYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 3 OF 10 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/24/2025	L0500 TFR-TO 6177612	400.00 DR	
_	03/24/2025 03/24/2025	LR363 TFR-TO 6177612	200.00 DR	0.37
_	03/26/2025	LX575 TFR-TO 6177612 HH234 TFR-TO 5023332	124.00 DR 10.00 DR	0.37
_	03/26/2025	HJ260 TFR-TO 5023332	2.00 DR	
_	03/26/2025	HJ262 TFR-TO 5023332	1.00 DR	12.63-
_	03/27/2025	IW163 TFR-TO 6177612	70.00 DR	82.63-
_	03/28/2025	JL092 TFR-TO 6177612 E-TRANSFER ***dRT	200.00 DR	282.63-
-	03/31/2025	SEND E-TFR ***nMq	3,000.00 CR 300.00 DR	
_	03/31/2025	SEND E-TFR FEE	1.00 DR	
FN:	=> R-RETURN R	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
US.	ER ID: ZARYAE	PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 4 OF 17

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	03/31/2025	LR200 TFR-TO 6177612	500.00 DR	
_	03/31/2025	LR415 TFR-TO 6177612	500.00 DR	
	03/31/2025	SEND E-TFR ***7p3	1,250.00 DR	
_	03/31/2025	SEND E-TFR FEE	1.00 DR	
_	03/31/2025	RR093 TFR-FR 5023332	15,000.00 CR	
_	03/31/2025	OVERDRAFT INTEREST	3.33 DR	
_	03/31/2025	O.D.P. FEE	5.00 DR	
_	03/31/2025	WITHDRAWAL FEES	13.75 DR	
_	03/31/2025	MONTHLY ACCOUNT FEE	3.95 DR	15,139.34
	04/01/2025	SEND E-TFR ***hzW	1,000.00 DR	,
— •	04/01/2025	SEND E-TFR FEE	1.00 DR	

04/01/2025 SEND E-TFR FEE
FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 5 OF 10 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	04/01/2025	CAD DRAFT 11209426	4,109.95	
_	04/01/2025	GC 0337-CASH WITHDRA	5,000.00	
_	04/01/2025	WI503 TFR-TO 6177612	3,000.00	
_	04/01/2025	SEND E-TFR ***7nk	500.00	
_	04/01/2025	SEND E-TFR FEE	1.00	
_	04/01/2025	WZ100 TFR-TO 6177612	600.00	927.39
_	04/02/2025	HQ295 TFR-TO 6177612	925.00	2.39
_	04/08/2025	WJ303 TFR-TO 5023332	250.00	247.61-
_	04/10/2025	IW504 TFR-TO 6177612	52.00	299.61-
_	04/14/2025	E-TRANSFER ***aMO	50.00	
	04/14/2025	L0434 TFR-TO 6177612	50.00	299.61-
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
USI	ER ID: ZARYA	E4 PSWD:	·	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 6 OF 10 + FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 04/17/2025	IZ374 TFR-FR 6177612	1,150.00 CR	850.39
_ 04/21/2025		250.00 DR	
_ 04/21/2025		100.00 DR	
_ 04/21/2025 _ 04/21/2025		100.00 DR	
- 04/21/2025 04/21/2025		250.00 DR 450.00 DR	299.61-
- 04/29/2025		2,500.00 CR	299.01-
_ 04/29/2025	WL403 TFR-TO 5023332	50.00 DR	
04/29/2025		100.00 DR	2,050.39
_ 04/30/2025		100.00 DR	•
04/30/2025 EN_ > D DETUDN	HL124 TFR-TO 5023332	800.00 DR	
FN=> K-KEIUKN	REQUEST, S-SELECT DETAILS	, X-EXEMPI	

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: BR #: 265 DEPOSIT ACCOUNT HISTORY 7 OF 10 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI 02 / 05 / 2025 TO: FROM: **08** / **11** / **2025** ACCESS TO FUNDS AMT: N/A

FN DATE TRANS DESCRIPTION TRANS AMOUNT **BALANCE** 04/30/2025 HL562 TFR-TO 6177612 150.00 DR 04/30/2025 H0003 TFR-TO 6177612 100.00 DR 04/30/2025 HQ074 TFR-TO 6177612 50.00 DR 04/30/2025 04/30/2025 HT300 TFR-TO 6177612 250.00 DR HT430 TFR-TO 6177612 100.00 DR 04/30/2025 HT531 TFR-TO 6177612 100.00 DR HU131 TFR-TO 6177612 HX161 TFR-TO 6177612 OVERDRAFT INTEREST 04/30/2025 04/30/2025 100.00 DR 150.00 DR 04/30/2025 2.87 DR 04/30/2025 O.D.P. FEE 5.00 DR WITHDRAWAL FEES 18.75 DR 04/30/2025 FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 8 OF 10 +
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_ 04/30/2	· · · · · · · · · · · · · · · · · · ·	3.95 D	R 119.82
05/01/20 05/01/20		100.00 Di 40.00 Di	
_ 05/01/2	325 SEND E-TFR FEE	0.50 DI	
05/01/2		50.00 DI	70.68-
05/05/20 05/05/20		50.00 DI 179.00 DI	
_ 05/09/20	025 IP522 TFR-FR 6177612	174.62 CI	
05/09/20		10.00 D	
_ 05/12/20 _ 05/12/20	025 UQ204 TFR-TO 6177612 025 UX174 TFR-TO 6177612	100.00 DI 10.00 DI	
FN=> R-RETI	JRN REQUEST, S-SELECT DETAILS.	X-EXEMPT	`
USER ID: 7/	ARYAF4 PSWD.		

APPL: CPA TRAN: EAF ID: 9 OF 10 + DEPOSIT ACCOUNT HISTORY BR #: **265**

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

05/12/2025 LI564 TFR-TO 6177612 15.00 DR	0.00-
05/20/2025 UI095 TFR-FR 6177612 2,000.00 CR	0.00
05/20/2025	
05/20/2025 UT230 TFR-TO 6177612 100.00 DR	
05/20/2025	
05/20/2025	
_ 05/20/2025 LL051 TFR-TO 6177612 100.00 DR	
FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER TD: 7ARVAF4 PSWD:	

USEK ID: ZAKYAE4

APPL: CPA TRAN: EAF ID: SC: DEPOSIT ACCOUNT HISTORY PAGE 10 OF 10 +

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FΝ	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/20/2025	LT125 TFR-TO 6177612	100.00 DR	D, (C, 1102
	05/20/2025	LT142 TFR-TO 6177612	50.00 DR	
_	05/20/2025	SEND E-TFR ***4ZC	500.00 DR	
_	05/20/2025	SEND E-TFR FEE	1.00 DR	
	05/20/2025	RW303 TFR-TO 6177612	49.00 DR	
_	05/20/2025	RW305 TFR-TO 6177612	50.00 DR	
_	05/20/2025	WO292 TFR-TO 6177612	50.00 DR	100.00-
_	05/21/2025	HI501 TFR-TO 6177612	50.00 DR	150.00-
_	05/22/2025	IJ140 TFR-TO 6177612	50.00 DR	150.00
_		IQ054 TFR-TO 6177612	50.00 DR	
_		IX213 TFR-TO 6177612	50.00 DR	300.00-
ĒN-	-> R-RFTIIRN	REQUEST, S-SELECT DETAILS,	Y_EYEMDT	300.00-
1 11	- K KLIOKN	Wright DELWTES!	A"ENEMP I	
USE	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 11 OF 17 FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	05/26/2025	E-TRANSFER ***V3t	100.00 CR	
_	05/26/2025	RI194 TFR-TO 6177612	100.00 DR	300.00-
	05/30/2025	OVERDRAFT INTEREST	4.34 DR	
_	05/30/2025	O.D.P. FEE	5.00 DR	
_	05/30/2025	WITHDRAWAL FEES	21.25 DR	
_	05/30/2025	MONTHLY ACCOUNT FEE	3.95 DR	334 . 54 <i>-</i>
	06/02/2025	E-TRANSFER ***49C	85.00 CR	249.54-
	06/03/2025	WH170 TFR-TO 6177612	50.46 DR	300.00-
	06/04/2025	E-TRANSFER ***8u6	30.00 CR	
_	06/04/2025	HI173 TFR-TO 6177612	30.00 DR	300.00-
	06/06/2025	E-TRANSFER ***gHk	3.000.00 CR	20002
FN:	=> R-RETURN I	REQUEST, S-SELECT DETAILS,	X-EXEMPT	
US	ER ID: ZARYA	PSWD:		

APPL: CPA TRAN: EAF ID: SC: DEPOSIT ACCOUNT HISTORY PAGE 12 OF 17

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

DATE TRANS DESCRIPTION FN TRANS AMOUNT BALANCE 06/06/2025 JT001 TFR-TO 6177612 500.00 DR 06/06/2025 JT550 TFR-TO 6177612 250.00 DR 06/06/2025 JW512 TFR-TO 6177612 100.00 DR 1,850.00 06/09/2025 06/09/2025 SEND E-TFR ***bf2 650.00 DR SEND E-TFR FEE 1.00 DR 06/09/2025 UQ154 TFR-TO 6177612 50.00 DR BELLMOBILITY U5U6H3 UT425 TFR-TO 6177612 UW265 TFR-TO 6177612 06/09/2025 400.00 DR 06/09/2025 250.00 DR 06/09/2025 50.00 DR 06/09/2025 LT250 TFR-TO 6177612 50.00 DR FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT 50.00 DR USER ID: ZARYAE4 PSWD:

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 13 OF 17

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT		BALANCE
_	06/09/2025	RR201 TFR-TO 6177612	50.00		299.00
_	06/10/2025	WR145 TFR-TO 6177612	50.00		
	06/10/2025	WU472 TFR-TO 6177612	100.00	DR	149.00
_	06/11/2025	SEND E-TFR ***hJS	200.00	DR	
_	06/11/2025	SEND E-TFR FEE	1.00	DR	52.00-
_	06/12/2025	IO490 TFR-TO 6177612	50.00	DR	
_	06/12/2025	IY242 TFR-TO 6177612	197.00	DR	299.00-
_	06/13/2025	E-TRANSFER ***XTZ	5,000.00	CR	
_		E-TRANSFER ***SUM	2,000.00	CR	
_	06/13/2025		1,000.00	DR	
···	06/13/2025	SEND E-TFR FEE	1.00	DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS,	X-EXEMPT		
USE	ER ID: ZARYA	NE4 PSWD:			

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 14 OF 17
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/13/2025 06/13/2025	JR043 TFR-TO 6177612 JR050 TFR-TO 6177612	1,000.00 DR	
_	06/13/2025	JZ111 TFR-TO 6177612	50.00 DR 700.00 DR	3,950.00
_	06/16/2025	UO325 TFR-TO 6177612	500.00 DR	3,350.00
	06/16/2025 06/16/2025	U0351 TFR-TO 6177612 UT334 TFR-TO 6177612	250.00 DR 250.00 DR	
	06/16/2025	UX174 TFR-TO 6177612	250.00 DR 250.00 DR	
_	06/16/2025	UY240 TFR-TO 6177612	400.00 DR	
_		LR125 TFR-TO 6177612 LT590 TFR-TO 5023332	1,000.00 DR 100.00 DR	
_	06/16/2025	LU365 TFR-TO 6177612	400.00 DR	
FN:	=> R-RETURN	REQUEST, S-SELECT DETAIL	S, X-EXEMPT	
US	ER ID: ZARYA	E4 PSWD:		

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 15 OF 17

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	06/16/2025	LW104 TFR-TO 6177612	100.00 D	
_	06/16/2025	BELL1 BILL14 X7U4J8	300.00 Di	
	06/16/2025	RO012 TFR-TO 6177612	50.00 D	
	06/16/2025	SEND E-TFR ***hzv	50.00 D	
	06/16/2025	SEND E-TFR FEE	0.50 DI	
	06/17/2025	WQ302 TFR-TO 6177612	250.00 DI	
_	06/18/2025	HQ124 TFR-TO 6177612	50.00 DI	
_	06/19/2025	HE102 TFR-FR 5023332	15.00 CI	₹
_	06/19/2025	HE221 TFR-FR 6177612	5.00 CI	₹
	06/19/2025	HE230 TFR-TO 6177612	15.00 DI	₹
	06/19/2025	II022 TFR-TO 6177612	50.00 DI	₹
FN:	=> R-RETURN	REQUEST, S-SELECT DETAILS	, X-EXEMPT	
USI	ER ID: ZARYA	NE4 PSWD:	-	

APPL: CPA TRAN: EAF ID: SC: BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 16 OF 17

FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN	DATE 06/19/2025	TRANS DESCRIPTION IJ532 TFR-TO 6177612	TRANS AMOUNT	
_	06/19/2025	IW334 TFR-TO 6177612	100.00 [100.00 [OR 245.50-
_	06/24/2025 06/24/2025	WJ160 TFR-TO 6177612 E-TRANSFER ***wvM	50.00 [3,000.00 (
_	06/24/2025 06/24/2025	SEND E-TFR ***67H SEND E-TFR FEE	1,000.00 [1.00 [OR Control of the Con
_	06/24/2025	WT093 TFR-TO 6177612	500.00	OR .
_		SEND E-TFR ***2jb SEND E-TFR FEE	720.00 [1.00 [
_	06/24/2025 06/25/2025	WY091 TFR-TO 6177612 HQ104 TFR-TO 6177612	100.00 [350.00 [
FN: USI	=> R-RETURN ER ID: ZARYA	REQUEST, S-SELECT DETAILS,	X-EXEMPT	A. C.

APPL: CPA TRAN: EAF ID: SC:
BR #: 265 DEPOSIT ACCOUNT HISTORY PAGE 17 OF 17
FINANCIAL ENQUIRY

BR #: 1929 ACCOUNT: 6189920 MBA - MIN SHORTNAME: M NALI FROM: 02 / 05 / 2025 TO: 08 / 11 / 2025 ACCESS TO FUNDS AMT: N/A

FN		TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
_	06/25/2025	HL324 TFR-TO 6177612	150.00 DR	
_	06/25/2025 06/30/2025	HW435 TFR-TO 6177612 UJ123 TFR-TO 6177612	150.00 DR 32.50 DR	267.50-
_	06/30/2025	OVERDRAFT INTEREST	2.70 DR	
_	06/30/2025	O.D.P. FEE	5.00 DR	
_	06/30/2025	WITHDRAWAL FEES	46.25 DR	
_	06/30/2025	MONTHLY ACCOUNT FEE	3.95 DR	357.90-
_	07/31/2025 07/31/2025	OVERDRAFT INTEREST MONTHLY ACCOUNT FEE	6.38 DR	200 22
	01/31/2023	PROPERTY ACCOUNT FEE	3.95 DR	368.23-

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT USER ID: ZARYAE4 PSWD:

APPENDIX L

From: Trans Global Partners Limited < info@paybank.ca>

Sent: Saturday, August 9, 2025 10:00 AM

To: AKIHIRO MORI MORI <<u>a-mouri@246.ne.jp</u>>

Subject: 1 JOIN THE CLASS ACTION LAWSUIT — PROTECT YOUR RIGHTS 1



Sign the Consent form Electronically

JOIN THE CLASS ACTION LAWSUIT — PROTECT YOUR RIGHTS 1
URGENT CONSENT FORM
CLASS ACTION AGAINST LEGAL MISREPRESENTATION & ASSET LOSS
Dear Valued Co-Owners and Investors,
We are writing to inform you of a critical legal development and to invite your immediate participation in the Class Action Lawsuit being prepared against:
Bennett Jones LLP
Aird & Berlis LLP
KSV Advisory
Simpson Wigle Law LLP
David Badham

Brenan Bran

These parties are being named for their involvement in misleading the court, misrepresentation of facts, and causing an estimated \$200,000,000.00 in damages through the liquidation and freezing of TGP assets, directly harming you and all other co-owners.

We, at TGP Canada Management Inc., with the support of over 2,100 co-owners, are moving forward with a multi-jurisdictional Class Action Lawsuit and we urge you to join by signing the new consent form.

✓ HOW TO PARTICIPATE:

To officially register your participation and protect your legal rights, please:

Open the email from DocuSign sent to your inbox. Review the consent form thoroughly. Check all required boxes confirming your agreement to join the Class Action.

Complete the signature process immediately.

***** SIGN THE NEW CONSENT FORM Please note:

Failure to sign may result in exclusion from the Class Action and possible loss of legal standing or compensation. If you have questions or require assistance, please contact

us immediately. Thank you for standing with us to protect your rights. We fight this battle together—globally. Sincerely, TGP Canada Management Inc.

• info@paybank.ca

親愛なる投資家の皆さまへ(日本語版) このたび、皆さまの権利保護のため、重要な集団訴訟(クラスアクション)へのご参加をお願い申し上げます。現在、以下の法律事務所および関係者を相手取った集団訴訟の準備を進めております:

Bennett Jones LLP

Aird & Berlis LLP

KSV Advisory

Simpson Wigle Law LLP

David Badham & Brenan Brar

これらの関係者は、裁判所への**虚偽の情報提出や重大な資産損失(約2億ドル)**に関与しており、投資家の利益が深刻に侵害されています。

✓ ご参加方法: DocuSignから届いたメールを開いてください。同意書を注意深くご確認ください。必要なチェックボックスをすべてチェックし、同意を表明してください。署名プロセスを即時完了してください。

 ◎ 同意書に今すぐ署名するにはこちらをクリック署名されない場合、今後の法的手続き や補償から除外される可能性がありますのでご注意ください。ご質問・ご不明点がござい ましたら、すぐにご連絡ください。皆さまのご支援に心より感謝申し上げます。

TGPカナダマネジメント株式会社

• info@paybank.ca

50 west wilmot, Richmondhill, Ontario, Canada <u>unsubscribe</u>

APPENDIX M



CLASS ACTION LAWSUIT!

Join the action

CONSENT AND AUTHORIZATION

I, the undersigned **Co-Owner / Investor**, hereby provide this **full**, **irrevocable**, **and unconditional legal consent** in connection with the pending and future **Class Action**

https://trans-globalpart.com/

Lawsuit concerning the misrepresentation, illegal liquidation, and wrongful conduct by the named defendants, including but not limited to Bennett Jones LLP, Aird & Berlis LLP, KSV Advisory, Simpson Wigle LLP, David Badham, and Brenan Brar, and any other related parties.

This consent specifically grants the following parties:

- Paybank, also known as 2630306 Ontario Inc.
- Mr. Behzad Pilehver, in his personal and corporate capacity
- TGP Canada Management Inc.
- Any lawyers, officers, directors, partners, agents, staff, or legal representatives acting under or for the above entities

the **full and exclusive right and authority to act on my behalf** in any and all matters relating to or arising from the Class Action Lawsuit, including but not limited to:

SCOPE OF AUTHORITY GRANTED:

1. Representation:

- Attend, initiate, or defend legal proceedings, hearings, or court appearances on my behalf.
- File motions, respond to legal inquiries, or engage in discovery or negotiations.

1. Redemption and Recovery:

- Redeem, recover, and secure any properties, receivables, interests, or proceeds wrongfully withheld, misappropriated, or liquidated.
- Seek reversal or compensation for any unauthorized sales or dispositions.

1. Trust and Financial Management:

• Receive, deposit, and distribute any and all proceeds resulting from

https://trans-globalpart.com/ 2025-08-09, 2:52 PM Page 2 of 12

settlements, judgments, or recoveries into the trust account of any lawyer or **law firm** representing the class action.

• Manage all disbursements and distributions in accordance with the best interests of all co-owners/investors.

1. Legal and Administrative Management:

- Act as the **Class Action Manager**, coordinating legal strategy, representation, evidence submission, expert opinions, and fund recovery.
- o Communicate with courts, regulators, legal professionals, and government authorities as required.

1. Successors and Assigns:

• This authorization shall extend to my heirs, successors, executors, and legal assigns, and shall remain in force irrespective of any personal change in circumstance.

BINDING EFFECT AND IRREVOCABILITY

This consent shall be deemed binding, final, and irrevocable, and shall remain in full force and effect unless and until the Class Action Lawsuit is legally concluded and all proceeds have been distributed and finalized.

I hereby acknowledge and affirm that I am executing this consent **voluntarily, with full understanding of its legal effect**, and without any coercion or duress.

CLASS ACTION LAWSUIT – TRANS GLOBAL PARTNERS (TGP)

2025-08-09, 2:52 PM https://trans-globalpart.com/

Name*		
Phone*		
Email*		
Sales ID Number		
Certificate number		
Project Name		
add your contract / Optiona	ıl	Attachments (0)
This site is protected by r	reCAPTCHA and the Google Privacy Policy and 1	Ferms of Service apply.
	SUBMIT YOUR CONSENT	

2025-08-09, 2:52 PM Page 4 of 12 https://trans-globalpart.com/

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CONSENT FORM

NEWS ROOM

Recent Events





Land Banking Update

Most Recent Events of the Land banking Projects



ランドバンキング最新情報

行動を起こしてください。

PAYBANK FINANCIAL SERVICES

Trusted Business Consultants

Paybank Financial, as the new owner of TGP Canada Management Inc., is committed to serving and protecting Co-Owners' interests. We aim to safeguard your investments in land banking programs previously offered by Trans Global Partners and TSI International. We ensure transparency, security, and updates on our efforts to maximize your investment potential. Visit our website for the latest information and updates as we work towards a prosperous future together.



https://trans-globalpart.com/ 2025-08-09, 2:52 PM Page 8 of 12

New Management

Paybank Financial proudly manages TGP Canada. Our leadership transition marks a fresh commitment to excellence, transparency, and the success of our Co-Owners.

Organizational Change

Under new ownership, we are implementing strategic changes to strengthen our structure, enhance operations, and better serve our Co-Owners' interests.

Safeguarding Your Interest

Protecting your investment is our top priority. We are dedicated to ensuring the security and growth of your land banking programs while maintaining open communication and trust.

Business Process Improvement

We are streamlining processes to improve efficiency and deliver exceptional service. Our goal is to optimize every aspect of our operations for Co-Owners' benefit.

Leadership Development

Our leadership team is committed to ongoing development, bringing innovative strategies and forward-thinking solutions to safeguard and grow your investments.

Our Commitment to Protect Your Rights

We are steadfast in advocating for and protecting the rights of our Co-Owners. With unwavering dedication, we will ensure your investments are managed with integrity and care. To strengthen our efforts, we are proudly moving side by side with GOWLING WLG, leveraging their Legal expertise to uphold your interests and ensure the highest level of legal and professional support.

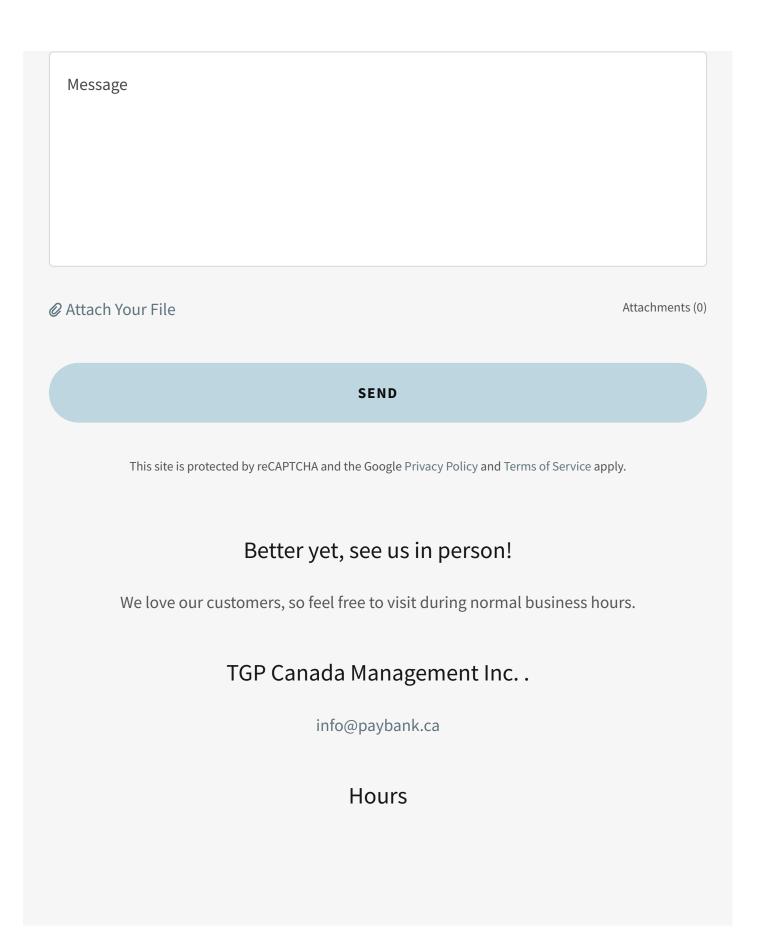
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Subscribe to our newsletter and book your free 30-minute consultation via Zoom for the latest updates. Together, we will secure a brighter future.

Contact Us

Drop us a line!

Name*			
Email*			



Mon 09:00 am - 05:00 pm

Tue 09:00 am - 05:00 pm

Wed 09:00 am - 05:00 pm

Thu 09:00 am – 05:00 pm

Fri 09:00 am – 05:00 pm

Sat Closed

Sun Closed

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TGP CANADA
MANAGEMENT



August 8, 2025



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ACCEPT

URGENT CONSENT FORM

CLASS ACTION AGAINST LEGAL MISREPRESENTATION & ASSET LOSS

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TGPカナダマネジメント株式会社



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Dec 2, 2024

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LONDON VALLEY IV INC. by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.

Plaintiff

and

BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business NALI AND ASSOCIATES

Defendants

Court File No.: CV-25-00748799-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Toronto

SECOND SUPPLEMENTARY MOTION RECORD OF THE PLAINTIFF – VOLUME I

(Ex Parte Motion for Mareva Injunction)

AIRD & BERLIS LLP

Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9

Mark van Zandvoort (LSO No. 59120U)

Email: <u>mvanzandvoort@airdberlis.com</u>

Kyle Plunkett (LSO No. 61044N) Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)--

Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Lawyers for the Plaintiff