

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED and AIDEN PLETERSKI,
of the Town of Whitby, in the Province of Ontario

MOTION RECORD
(returnable on June 6, 2024)

May 23, 2024

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AP Private Equity Limited and Aiden Pleterski

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED and AIDEN PLETERSKI,
of the Town of Whitby, in the Province of Ontario**

NOTICE OF MOTION

Grant Thornton Limited, in its capacity as the trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited (“**AP**”) and Aiden Pleterski (“**Pleterski**” or the “**Bankrupt**” and collectively with AP, the “**Bankrupts**”), will make a motion before a Judge of the Ontario Superior Court of Justice (in Bankruptcy and Insolvency) (the “**Court**”) on June 6, 2024 at 10:00 a.m., or as soon after that time as the motion may be heard by judicial videoconference via Zoom at Toronto, Ontario. The details of the Zoom videoconference will be provided by the Court via CaseLines. Please advise if you intend to join the hearing of the motion by email to Rebekah O’Hare at rohare@tgf.ca.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference.

THE MOTION IS FOR:

1. An Order substantially in the form included at Tab 4 of the Motion Record, requiring Valve Corporation, the developer of the Steam platform (collectively referred to as “**Steam**”), to:

- (a) provide to the Trustee all information concerning any Steam accounts which may exist and may be maintained by the Bankrupt, including but not limited to the details of the Bankrupt's account activity; and
 - (b) freeze all accounts held by the Bankrupt and prevent any trading or liquidation of the assets of the Bankrupt remaining on Steam or any other online platforms connected to Steam.
- 2. Such further and other relief as counsel may advise and this Honourable Court may deem just.
- 3. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Sixth Report of the Trustee dated May 22, 2024 (the "**Sixth Report**").

THE GROUNDS FOR THE MOTION ARE:

- 4. The Bankrupts operated an investment scheme on behalf of a pool of investors that focused on cryptocurrency and foreign exchange positions. Throughout 2022, investors became increasingly concerned about recovering the funds that they had invested with the Bankrupts.
- 5. On July 7, 2022, certain of the investors successfully obtained an *ex parte* worldwide *Mareva* injunction against the Bankrupts, after demonstrating *prima facie* fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment.

6. On August 9, 2022, on application by certain other investors, the Court ordered Pleterski and AP be adjudged bankrupt. Grant Thornton Limited was appointed as Trustee. The bankruptcy proceedings were consolidated by Order dated October 28, 2022.
7. Since the commencement of the bankruptcy proceedings, the Bankrupt has repeatedly failed to attend to his duties as a bankrupt, including disclosing his assets and providing material information to the Trustee that would assist it in realizing on the Bankrupts' assets.

The Bankrupt's Steam Activity

8. The Trustee's review of the Bankrupt's Paypal account statements revealed that he transferred more than USD \$280,000 (the "**Paypal Funds**") to a platform called "CS Virtual Trade Ltd" ("**Cs.money**"). The Trustee understands Cs.money to be a third-party platform where users can buy and sell digital assets, which are held on Steam, a video game digital distribution service and virtual storefront.
9. Around July 12, 2023, the Bankrupt appeared on a third-party's Kick live stream during which he showed being in possession of digital assets held on Steam ("**Steam Skins**") worth hundreds of thousands of dollars. On July 12, 2023, the Trustee emailed the Bankrupt enquiring about the Steam Skins.
10. During a phone call with the Trustee on July 27, 2023, the Bankrupt advised the Trustee that he had faked the Steam Skins and that they did not exist. The Bankrupt further advised the Trustee that he used the Paypal Funds he transferred to Cs.money in a gambling service offered by the platform and had lost it, but never provided any evidence of same.

11. The Trustee believes that the Bankrupt purchased the Steam Skins using the Paypal Funds he transferred to Cs.money.
12. On December 5, 2023 and March 8, 2024, the Trustee obtained further information indicating that the Bankrupt was actively trading Steam Skins. By letter dated March 11, 2024, the Trustee advised the Bankrupt of the Steam account actively trading Steam Skins which can be traced to the Bankrupt. The Bankrupt has not addressed this evidence.
13. As detailed in the Sixth Report, the Trustee has made numerous requests of the Bankrupt for the login credentials for his Steam accounts and to account for the digital assets. The Trustee also requested that Steam provide to the Trustee information on the Bankrupt's account activity.
14. Despite its requests, the Trustee has not been provided with access to the Bankrupt's Steam accounts. The Trustee believes that the Bankrupt has not fully disclosed all the Steam accounts that he controls and that the Bankrupt is using undisclosed digital assets to fund his lifestyle. For these reasons, the Trustee seeks the proposed requested Order.

OTHER GROUNDS

15. Rules 1.04, 1.05, 2.03, 37, and 59.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
16. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

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

17. the Sixth Report; and
18. such further and other evidence as counsel may advise and this Honourable Court may permit.

May 23, 2024

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AND TO: THE SERVICE LIST

AND TO: THIS HONOURABLE COURT

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(as at May 23, 2024)

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IN THE MATTER OF THE BANKRUPTCY OF **AP PRIVATE EQUITY LIMITED** and **AIDEN PLETERSKI**, of the
Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
Proceedings commenced at Toronto, Ontario

NOTICE OF MOTION

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and Aiden Pleterski

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

**SIXTH REPORT OF THE TRUSTEE and
SUPPLEMENTAL REPORT OF THE TRUSTEE ON
BANKRUPT'S APPLICATION FOR DISCHARGE**

May 22, 2024



Grant Thornton

**Grant Thornton Limited
200 King Street West, 11th Floor
Toronto, Ontario, M5H 3T4**

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INTRODUCTION

We, Grant Thornton Limited, Trustee of the bankrupt estates of Aiden Pleterski and AP Private Equity Limited, hereby report to the Court as follows:

1. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against Aiden Pleterski (“**Pleterski**” or the “**Bankrupt**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
2. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that the Bankrupts be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy of both Bankrupts (the “**Trustee**”).
3. The Trustee’s first report dated September 9, 2022 (the “**First Report**”) and the supplemental report to the First Report dated September 26, 2022 (the “**Supplemental Report to the First Report**”) detailed Pleterski’s poor conduct and failure to attend to his duties as a bankrupt, including providing his cell phone to the Trustee and relinquishing a \$125,000 Audi which he continued to drive post bankruptcy. Copies of the First Report and the Supplemental Report to the First Report without appendices are attached hereto as **Appendix 1**.
4. The Trustee’s second report dated October 21, 2022 (the “**Second Report**”) provided a substantive update to the Court on the bankruptcy proceedings. A copy of the Second Report without appendices is attached hereto as **Appendix 2**. On October 28, 2022, the Court granted an Order (the “**October 28, 2022 Order**”) which, among other things, consolidated the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee’s requests, including with respect to the transfer of certain property to the Trustee. A copy of the October 28, 2022 Order is attached hereto as **Appendix 3**.

5. On February 24, 2023, the Trustee issued Form 80 of the *Bankruptcy and Insolvency Act* (“**BIA**”) (the Notice of Intended Opposition to Discharge of the Bankruptcy) and Form 82 of the BIA (the Report of Trustee on Bankrupt’s Application for Discharge) copies of which are hereto at **Appendix 4** and **5** respectively.
6. The Trustee also filed a report pursuant to section 170 of the BIA on February 24, 2023 (the “**Discharge Report**”), attached hereto at **Appendix 6**, in which the Trustee opposed the Bankrupts discharge for the following reasons:
 - a) failure to complete his first and second counselling session [157.1(3)]¹;
 - b) failure to attend to his basic duties [173(1)(o)], including preparing a complete Statement of Affairs [158(d)] and attending the first meeting of creditors in person [158 (h)];
 - c) failure to provide books and records to the Trustee [158(b)] and to submit all of his necessary income and expense statements along with supporting documents;
 - d) failure to provide a copy of his 2021 tax return with related documents [158(b)];
 - e) failure to respond to his undertakings from the Trustee’s examination of the Bankrupt pursuant to section 163 of the BIA on November 24, 2022 (the “**Pleterski Examination**”) completely and on a timely basis [163(1)]. A copy of the transcript of his examination was attached as an appendix to the Third Report and is also attached hereto at **Appendix 7**;
 - f) failure to cooperate with the Trustee fully including facilitating the transfer of his vehicles to the Trustee [158(a)]; and
 - g) failure to file required income and expense statements such that the Trustee was unable to determine if the Bankrupt had surplus income.
7. The Discharge Report also cited the following reasons to further delay Pleterski’s discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy:
 - a) failure to comply with his duties pursuant to section 158 as noted above;
 - b) his assets are not equal to 50% of his liabilities [173(1)(a)];

¹ The Trustee notes that Pleterski completed his counselling sessions subsequent to the issuance of the Third Report.

- c) the bankruptcy was accelerated by unjustifiable extravagance in living [173(1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private aircraft;
 - d) failure to keep proper books of account [200(1)(a)] or provide evidence of the losses Pleterski asserted took place [200(2)];
 - e) failure to truthfully answer all questions posed in the Pleterski Examination [198(1)(b)];
 - f) deleting data from his phone prior to providing it to the Trustee [200(1)(b)];
 - g) failure to account satisfactorily for any loss of assets or for any deficiency of assets to meet the Bankrupts' liabilities [173(1)(d)]; and
 - h) raising funds from investors under false pretenses [178(1)(e)] and investing less than 2% of the money collected from investors.
8. On May 2, 2023, the Office of the Superintendent of Bankruptcy filed a Notice of Intended Opposition to Discharge of Bankrupt pursuant to section 168.2(1)(a) of the BIA which is attached at **Appendix 8** (the “**Superintendent Opposition**”). The Superintendent Opposition states that, “Given the noted facts and information as described, the Superintendent respectfully recommends the Bankrupt’s application for discharge be suspended and conditional.”
9. The Trustee’s third report dated March 14, 2023 (the “**Third Report**”), provided a comprehensive update to creditors and the Court including a summary of the Trustee’s banking analysis including the receipts and disbursements of the Bankrupts as set out in their bank statements (the “**Banking Analysis**”). A copy of the Third Report without appendices is attached hereto at **Appendix 9**.
10. The Trustee’s fourth report dated May 19, 2023 (the “**Fourth Report**”) and supplemental report to the Fourth Report dated June 8, 2023 (the “**Supplemental Report to the Fourth Report**”), provided support for a motion requiring the repayment of certain funds received from the Bankrupts by Mitchell Learning (“**Learning**”). A copy of the Fourth Report without appendices is attached hereto as **Appendix 10**.
11. The Trustee’s fifth report dated October 18, 2023 (the “**Fifth Report**”) was prepared at the request of creditors. The Fifth Report provided an update on the administration of the bankruptcies and was made available to creditors by way of posting on the Trustee’s

website but was not filed with the Court as no specific relief was sought. A copy of the Fifth Report without appendices is attached hereto as **Appendix 11**.

12. The Fifth Report summarized the status of unresolved litigation; provided information on the future discharge hearing of Pleterski; and outlined the major asset recoveries since the Third Report including:
 - a) collection of \$917,500 (\$815,000 in cash and \$102,500 from vehicles) from Dragan and Kathy Pleterski;
 - b) recovery of \$66,930 from selling Pleterski's personal effects, including those taken from a storage locker that Pleterski did not disclose to the Trustee;
 - c) settlement with Learning for \$250,000; and
 - d) settlements with Jerome Tulloch, Kyrsten Tytla and Jocelyn Tytla totaling \$125,000.
13. The unsecured claims filed in this estate to date total \$30,473,879. A claims register is attached hereto at **Appendix 12**. The Trustee has issued five interim dividend distributions totalling \$3,350,000. A copy of the Trustee's interim statement of receipts and disbursements is attached hereto at **Appendix 13**.

SCOPE AND TERMS OF REFERENCE

14. Certain information contained in this Sixth Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Sixth Report may not disclose all significant matters about the Bankrupts.
15. This Sixth Report has been prepared as general information relating to the Bankrupts. Accordingly, the reader is cautioned that this Sixth Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Sixth Report. Any use that a party makes of this Sixth Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.

16. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

PURPOSE OF THIS REPORT

17. The purpose of this Trustee's sixth report (the "**Sixth Report**") is to:
- a) inform the Court of the Trustee's activities and material developments since the date of the Fifth Report;
 - b) provide further information in respect of the Bankrupt's conduct;
 - c) recommend the terms under which the Trustee would support the Bankrupt receiving a conditional and suspended discharge from bankruptcy, including a credit ban and ban on investment solicitation on the Bankrupt, and
 - d) seek an order requiring Valve Corporation, the developer of the Steam platform, to provide answers to the Trustee's inquiries.

PLETERSKI'S CONDUCT AND ARREST

18. The prior reports of the Trustee detail Pleterski's history of failing to comply with his obligations under the BIA, failing to deliver his assets to the Trustee, and failing to answer the Trustee's requests for information in a fulsome and timely matter, if at all. The Trustee has twice sought contempt orders against Pleterski in order to obtain his compliance. In each case the Bankrupt only agreed to comply with his duties when facing a possible Order for contempt. While Orders for contempt were not issued, the endorsements of Justice Kimmel dated September 13, 2022 and October 4, 2022 attached at **Appendices 14 and 15** demonstrate the Court's frustration with the Bankrupt's conduct.
19. The Third Report details the Trustee's analysis of the funds received and expenses incurred through the bank accounts of the Bankrupts which determined that only 1.6% of the funds collected from investors and deposited into Pleterski's chequing accounts were actually invested by the Bankrupts. Notwithstanding his contractual obligations to investors, Pleterski appears not to have intended to invest the investor's money. Pleterski has not refuted this conclusion.
20. The Banking Analysis summarized in the Third Report demonstrates that Pleterski used money from new investors to pay older investors. This is consistent with how the Bankrupt described his activities during the Pleterski Examination. Pleterski explained that when

money was received from an investor, it would go directly into one of his bank accounts. Pleterski would then allocate a portion of his overall investment gains towards the investor's account. Given the small amount of funds actually invested, there were nominal investment profits or gains to be shared with investors. Pleterski described during his examination that he believed the funds obtained from investors were his to use for personal expenses or to pay out to other investors.

21. The Banking Analysis also outlined the Bankrupt's extravagant lifestyle which was funded from investor deposits. Over a period of approximately 2.5 years, Pleterski spent approximately \$15.9 million or 38% of the total amount collected from investors on lifestyle expenses, which included an exotic car collection featuring Lamborghinis and McLarens, private travel, the rental of a mansion in Burlington, and expensive vacations.

Pleterski's Arrest

22. On May 14, 2024, Pleterski was arrested and charged with one count of fraud exceeding \$5,000 and money laundering under the *Criminal Code of Canada* after a 16-month joint investigation by the Durham Regional Police Service and the Ontario Securities Commission. Pleterski was released on bail and required to surrender his passport. At a press conference, investigators stated that the "size of the alleged fraud was massive and spanned across multiple jurisdictions". Investigators also disclosed that they have evidence that Pleterski solicited additional investments as recently as February 2024. The details of the investigation and charges are covered by a publication ban.

Bankrupt's Failure to Comply with Duties as a Bankrupt

23. Pleterski has continued to be unresponsive and uncooperative with the Trustee. By way of example, Pleterski opened a new bank account with CIBC on March 31, 2023. Although he initially provided statements for April and May 2023, he did not provide statements thereafter despite a total of 8 follow up requests from the Trustee from August to December 2023. The statements were finally received on December 18, 2023. This delay is an example of Pleterski's conduct needlessly adding to the administrative costs of the bankruptcy.
24. As at the date of the writing of this Report, Pleterski has failed to account to the Trustee for all of his assets. Pleterski has never provided the Trustee with the following known assets or satisfactory evidence of their disposition (the "**Undisclosed Assets**"):

Jacob & Co. Astronomia Casino watch

25. The Bankrupt purchased a Jacob & Co. Astronomia Casino watch (the “**Astronomia**”) for \$361,158. Attached at **Appendix 16** is the wire confirmation evidencing the transfer of \$361,158 to Jacob and Co. Miami (“**Jacob & Co.**”) by Dragan Pleterski (Pleterski’s father). Following his examination, Dragan Pleterski provided the Trustee with a list of payments made to third-parties on Pleterski’s behalf. This included the payment to Jacob & Co. for the Astronomia at the request of Pleterski. Attached at **Appendix 17** is Pleterski’s transaction records showing the transfers of funds to his parents to pay for the Astronomia on the day it was purchased. Pleterski advised the Trustee that he sold the watch for \$150,000 cash in early 2022, but never provided any evidence or details of the sale.

Cryptocurrency

26. A review of Pleterski’s accounts revealed that approximately USD \$2,440,711 million of cryptocurrency was deposited into his Binance account from March 15, 2021 to December 26, 2021 (the “**Deposited Cryptocurrency**”) and USD \$2,734,506 was withdrawn from March 31, 2021 and December 28, 2021 (the “**Withdrawn Cryptocurrency**”). Pleterski claims that at one time his cryptocurrency portfolio balance was over \$30 million and that he lost everything in a series of bad trades. Pleterski explained to the Trustee that when the cryptocurrency market declined, he tried to make the losses back through “greedy positions” in foreign exchange markets. Pleterski has never provided any evidence of the cryptocurrency or foreign exchange losses or details of the recipient(s) of the Withdrawn Cryptocurrency.

Steam Skins

27. A review of the Bankrupt’s Paypal account statements revealed that he transferred more than USD \$280,000 (the “**Paypal Funds**”) to a platform called “CS Virtual Trade Ltd” (“**Cs.money**”). Attached at **Appendix 18** are the supporting bank transfers for these payments. The Trustee understands Cs.money to be a third-party platform in which users can buy and sell digital assets, which are held on Steam, a video game digital distribution service and virtual storefront developed by the Valve Corporation. A review of Pleterski’s Scotiabank credit card revealed a further CAD \$207,000 spent on other platforms similar to Cs.money (the “**Scotiabank Funds**”). Despite numerous requests by the Trustee, the Bankrupt has not accounted for these assets.
28. On or about July 12, 2023, Pleterski appeared on a third-party’s Kick live stream (“**Kick**”) showing he was in possession of valuable digital assets held on Steam (the “**Steam**”).

Skins") worth hundreds of thousands of dollars. Attached at **Appendix 19** is an excerpt of a video between Pleterski and online streamer Adin Ross who is surprised by the value of the Bankrupt's Steam Skins. The Trustee made enquires of Pleterski via email on July 12, 2023 in respect of the Steam Skins shown on the Kick live stream. In a phone call with the Trustee on July 27, 2023, Pleterski advised the Trustee that he faked the Steam Skins and that they did not actually exist.

29. During that call with the Bankrupt on July 27, 2023, Pleterski explained that payments to Cs.money were used in a gambling service that the platform offered, and that all the money was lost. The Trustee has requested evidence of this gambling activity and losses, however the Bankrupt has not provided any evidence of same. The Trustee believes that the Steam Skins were purchased with the USD \$280,000 Pleterski sent to Cs.money via his PayPal account. The Trustee made numerous requests of Pleterski via email from July 12 through to August 22, 2023 for login details for his various digital accounts to verify his claims and confirm that the assets either did not exist or were lost. Attached at **Appendix 20** is a copy of the email chain between the Trustee and Pleterski. As of the date of this Sixth Report, the Trustee has not been provided with access to Pleterski's Steam accounts and believes that Pleterski has not fully disclosed all of the Steam accounts that he controls.
30. On December 5, 2023 and March 8, 2024, the Trustee obtained further information indicating that the Bankrupt was actively trading Steam Skins. As a result, the Trustee sent a further letter to the Bankrupt on March 11, 2024 in which the Trustee advised the Bankrupt of the Steam account which could be traced to the Bankrupt and which was actively trading Steam Skins. A copy of this letter is attached hereto at **Appendix 21**. The Bankrupt replied as follows on March 11, 2024,

"I have already answered all your questions based on the cs related stuff which is a conversation that keeps going in a circle because I have given you the steam accounts I had previously used to play video games on. This is a waste of time, and resources because as both of us previously agreed on, it is against TOS (terms of service) to liquidate items outside of steam. Therefore making the liquidation of any steam item outside of steam illegal in nature."

31. Pleterski does not address the Trustee's evidence that there is a current account that can be traced to him which is actively trading Steam Skins and continues to fail to provide access to same.

32. The Trustee contacted Steam via email on October 26, 2022 requesting information on the Bankrupt's account activity however Steam has failed to respond to the Trustee's request. A copy of the letter to Steam is attached hereto as **Appendix 22**.

Scene+ Points

33. Pleterski did not disclose at least \$13,000 of Scene+ points used to pay for hotels and flights, nor has he disclosed how he financed other travel expenses not covered by his Scene+ points (see the Travel section below for further detail). Pleterski has failed to provide the Trustee with his current balance of Scene+ points or his balance as of the date of bankruptcy.

Bankrupt's Continued Extravagant Travel

34. Since the Fifth Report, the Trustee became aware that Pleterski had gone on several elaborate out-of-country vacations since his bankruptcy. The Trustee made several enquires of Pleterski requesting evidence as to how these trips were being funded. Due to Pleterski's failure to respond in a timely manner, the Trustee contacted Mr. Simaan, Pleterski's legal counsel. On December 18, 2023, Pleterski provided answers to some of the Trustee's enquires but a substantial number of questions remained unanswered and evidence to substantiate Pleterski's responses has not been provided.
35. Below is a summary of the recent travel by Pleterski and a summary of the exchange of correspondence between the Trustee and Pleterski in respect of same, a copy of which is attached at **Appendix 23**.

Travel to London, England

36. In October of 2023, Pleterski shared an Instagram story showing that he had traveled to London, England. On October 18, 2023, he uploaded an additional collection of photos from his trip to England. A collection of screenshots of Pleterski's posts and statements while in England are attached at **Appendix 24**.
37. Pleterski provided the Trustee with a statement from the Scene+ rewards program indicating that he had redeemed points of approximately \$1,100 to \$1,400 per night while staying at the London Marriott Hotel Regents Park on October 11, 12, 15, and 16, 2023 and approximately \$1,000 per night at the Hyatt Regency Manchester on October 12, 13, and 14, 2023. The total cost of these hotels was \$8,006.68 which was paid with Scene+ points. Pleterski had not previously advised the Trustee that he was in

possession of these assets which were an asset of his estate and should have been liquidated for the benefit of his creditors, not spent on elaborate personal travel.

- 38. Pleterski claimed that his flights were paid for by his parents, though no evidence of this has been provided to date.
- 39. Pleterski claimed that the friends he travelled with paid for all of his meals while in England. No evidence has been provided to the Trustee to substantiate this claim.
- 40. Pleterski alleged that he was invited to a boxing match which was paid for by the person that invited him. Again, no evidence has been provided to the Trustee to substantiate this claim.

Travel to Los Angeles, California

- 41. From October 28 to November 3, 2023, Pleterski posted a collection of photos online indicating that he had travelled to Los Angeles, California. A collection of screenshots of Pleterski's posts and statements while in Los Angeles are attached hereto at **Appendix 25**.
- 42. Pleterski provided the Trustee with a statement from Scene+ indicating that he redeemed \$1,652.37 in points to pay for these flights.
- 43. Pleterski claimed that his accommodations were paid for by a third party but did not provide evidence to support this claim.
- 44. Pleterski posted photos and videos of himself leading a lavish lifestyle, not unlike that which he led using investor funds, such as driving a McLaren sportscar and wearing a custom Spider-Man costume. Pleterski claims that these items were paid for by third parties but has failed to provide evidence of same to the Trustee.
- 45. Pleterski shared an Instagram story online depicting several American Express credit cards which he later advised the Trustee were not his but failed to disclose the true owner(s) of the cards to the Trustee.

Travel to Miami, Florida

- 46. The Trustee understands that Pleterski travelled to Miami, Florida in November 2023.
- 47. On the Kick livestream platform, he uploaded a video of himself golfing at Topgolf Miami. A copy of a screenshot of this video is attached at **Appendix 26**.
- 48. Pleterski has not provided details to the Trustee evidencing how the trip was paid for, including his flights, accommodations, and other expenses.

Travel to Melbourne, Australia

49. On December 9, 2023, Pleterski broadcasted on a Kick livestream that he was travelling in Melbourne, Australia. A collection of screenshots from Pleterski's Instagram and Kick profile showcasing his trip to Australia is attached at **Appendix 27**.
50. Pleterski provided the Trustee with a statement from Scene+ indicating that he redeemed \$3,472.60 in points to pay for his round trip from Los Angeles to Melbourne.
51. Pleterski advised the Trustee that all of the expenses during his trip were paid for by other people but has failed to provide evidence to the Trustee to support this assertion.

SURPLUS INCOME

52. The Bankrupt advises that has not earned any significant income throughout his bankruptcy. He has provided statements of income and expenses for August 2022 to March 2023 in which he declared no income and no expenses.
53. The Trustee is aware that the Bankrupt is earning live stream revenue however the Bankrupt has not disclosed the source of funds used to pay for his continued extravagant lifestyle. The Trustee has therefore been unable to determine the Bankrupt's surplus income payment obligations.

OTHER MATTERS

54. Subsequent to the Fifth Report, the Trustee contacted several additional parties who appeared to have profited from their involvement with Pleterski. On February 13, 2024, a settlement was reached with Harminder Grewal and 2862714 Ontario Inc. ("**286**") for \$300,000. The Trustee notes that 286 received \$500,000 from Pleterski.
55. As reported in the Fifth Report, the Trustee sought the return of a \$500,000 deposit (the "**Westney Deposit**") relating to a property located at 725 Westney Road in Ajax, Ontario (the "**Westney Property**"). On May 25, 2023, the Trustee sought for an Order that the Westney Deposit be paid to the Trustee for the benefit of the Bankrupts' creditors whereas the seller of the Westney Property (the "**Westney Seller**") sought an order for the Westney Deposit to be paid to the Westney Seller.
56. On September 29, 2023, the Ontario Superior Court ruled that the Westney Deposit of \$500,000 should be paid to the Trustee along with a further \$15,000 for the Trustee's

legal costs. Attached as **Appendix “28”** is a copy of the Court Order and the related endorsement. The Westney Seller has appealed the decision which is set to be heard on September 19, 2024.

57. The Bankrupt has not provided the Trustee with the information necessary to file pre and post-bankruptcy tax returns.

RECOMMENDATION

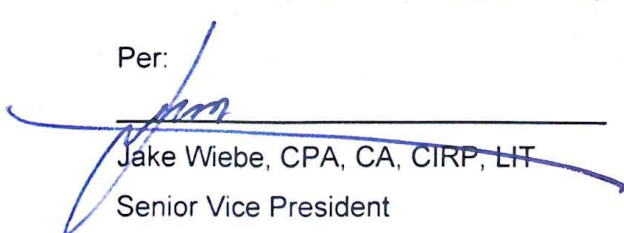
58. Given Pleterski’s history and continued lack of cooperation, the Trustee is very concerned that Pleterski’s continued travel and extravagance is being funded by assets that should be surrendered to the Trustee. Pleterski continues to avoid providing information that would assist the Trustee in realizing on these assets. Pleterski has maintained his lavish pre-bankruptcy lifestyle and the Trustee has concluded that the Undisclosed Assets are likely being used to fund this lifestyle. Moreover, the police investigation has uncovered evidence that Pleterski has continued to solicit investments as recently as this year.
59. In light of the Bankrupt’s actions as disclosed in the 170 Report and the Trustee’s reports to Court including this Sixth Report and the results of the 16-month police investigation, the Trustee recommends the following:
- a) Pleterski be prohibited permanently from applying for, using or obtaining any form of unsecured credit and from soliciting or marketing debt or equity-based investments, of any kind, to any persons, individuals or corporations, or non-institutional lenders, of any kind;
 - b) any discharge of the Bankrupt be suspended for two years; and
 - c) any discharge of the Bankrupt be conditional upon:
 - a. payment of the sum of \$4,539,803 to the Trustee representing the total of the Astronomia, the Canadian dollar equivalent of the Withdrawn Cryptocurrency, the Scotiabank Funds and the Canadian dollar equivalent of the Paypal Funds;
 - b. the Bankrupt paying to the Trustee an amount equal to 30% of proven claims in the estate;
 - c. filing of all pre and post-bankruptcy income tax returns and payment of any income tax liabilities resulting from all post-bankruptcy filings;

- d. the Bankrupt providing the Trustee with login credentials for all of his accounts with Steam and Binance and any other on-line asset and trading platforms; and
 - e. completion of the outstanding income and expense statements.
60. The Trustee also respectfully requests that the Court issue an Order (i) requiring the Valve Corporation provide the Trustee with details of all of Pleterski's account activity and (ii) freezing Pleterski's accounts so that he is unable to trade or liquidate any of the assets remaining on Steam or other online platforms connected to Steam.
61. A copy of this report will be sent to the Office of the Superintendent of Bankruptcy, the Bankrupt and the opposing creditors.
62. In all other respects, the Trustee confirms its report under section 170 of the BIA.

GRANT THORNTON LIMITED

In its capacity as Trustee of the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per:



Jake Wiebe, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “1”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FIRST REPORT OF THE TRUSTEE

Background

1. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors, including the Mareva Plaintiffs, in cryptocurrency and foreign exchange positions. Pleterski is the sole officer and director of AP.

3. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide Mareva injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “A”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
4. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs brought an application for bankruptcy orders against Pleterski and AP. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered Pleterski and AP be adjudged bankrupt (the “**Bankruptcy Orders**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “B”**.
5. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. A copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”) is attached as **Appendix “C”**. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts, but the Trustee believes that the actual claims could significantly exceed this amount.

Relief Sought

6. The Trustee seeks the issuance of a warrant for the arrest of Pleterski, on behalf of himself and AP, and an Order requiring that all books, papers and property in his possession, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee.

Conduct of the Bankrupts

7. As set out in the Preliminary Report, although Pleterski was initially cooperative with the Trustee on a call which took place on August 9, 2022 and an in-person meeting the morning of August 10, 2022, beginning in the afternoon of August 10, 2022 until August 18, 2022, Pleterski was unresponsive to phone calls, text messages and emails from the Trustee. Finally on August 18, 2022, Pleterski agreed to speak with the Trustee on August 21, 2022. However, on August 21, 2022, Pleterski attempted to again defer speaking with the Trustee who insisted that the call proceed as there were many urgent unanswered

questions regarding his assets and creditors of the Bankrupts that needed a response prior to the First Meeting.

8. Without assistance from Pleterski during the initial bankruptcy period, the Trustee:
 - (a) was unable to review the Bankrupts' records in compiling the Statement of Affairs which caused certain creditors to have little or no notice of the First Meeting; and
 - (b) was unable to take possession of certain high-end automobiles on a timely basis as their locations previously disclosed by Pleterski were not correct which considerably increased the costs of administration of the estates of the Bankrupts.
9. Even after making himself available on August 21, 2022, Pleterski did not provide the documentation requested by the Trustee and refused to answer the Trustee's questions related to his conduct prior to the bankruptcy. Pleterski ultimately provided certain information through his counsel on the eve of the First Meeting but failed to fully discharge his duties pursuant to section 158 of the *Bankruptcy and Insolvency Act* (Canada). To date, the Bankrupts have still not executed the Statement of Affairs or provided adequate books and records to the Trustee.
10. Pleterski expressed concerns about appearing at the First Meeting due to threats he had received from investors. As a result, the Trustee arranged for security to be present at the First Meeting and impressed upon him, on several occasions (including via emails on August 27 and August 28, 2022), the requirement for him to attend the First Meeting in person. An hour and eight minutes before the First Meeting (Pleterski lives an hour and forty five minutes from downtown Toronto), Pleterski contacted the Trustee to advise that he was unable to secure transportation to the First Meeting because his ride did not show up. He further advised that he was unable to drive because his driver's license had been suspended and did not have any money for a taxi. The Trustee offered to pay for a taxi, but Pleterski advised that a taxi would only accept payment upfront. As a result, Pleterski failed to appear in person at the First Meeting but attended virtually.
11. As is evident from the questions posed by creditors at the First Meeting and the findings set out in the Mareva Order and Endorsement, there is a strong belief among investors

that the Bankrupts defrauded countless individuals out of millions of dollars and that Pleterski is continuing to liquidate and hide assets. Attached as **Appendix “D”** is a copy of the Minutes of the First Meeting.

12. Prior to his bankruptcy, Pleterski led an extravagant lifestyle. Pleterski was the owner (directly or indirectly) of approximately 15 high-end vehicles (in addition to leasing several others) which included 3 McLarens, 2 Lamborghinis, 3 Audis and 2 BMWs. Pleterski was also renting a home on the waterfront in Burlington for approximately \$43,000 per month and had negotiated to purchase the home for approximately \$8.5 million.

Request for Electronic Devices

13. The Trustee understands that the Bankrupts purported to invest millions of dollars on behalf of investors but that those investments were lost due to poor trades. The Trustee has repeatedly requested that the Bankrupts provide evidence of these trades and an accounting of the funds received from investors. As set out in the Minutes from the First Meeting, Pleterski has stated that he was very disorganized and has very little in the way of records. To date, Pleterski had not provided any records showing his trades and the only listing of creditors provided was through his counsel.
14. In order to obtain evidence of the alleged trading conducted by Pleterski and AP, on August 12, 2022, the Trustee requested that Pleterski turn over his computer to the Trustee. Pleterski advised the Trustee that he only had one computer and that it was in the possession of his former girlfriend. The Trustee has since come to understand that Pleterski had at least two desktop computers but that the majority of his trading was done on applications on his cell phone.
15. It was the intention of the Trustee to request to image Pleterski's cell phone at the First Meeting, however Pleterski did not attend in person. As a result, on August 31, 2022, the Trustee emailed and texted Pleterski to advise that a representative of the Trustee would attend at his residence that day to image his cell phones and computers. Although Pleterski appeared to be home, he refused to answer the door but responded to the Trustee that he was not comfortable allowing the Trustee to image his cell phones due to personal content on the devices. The Trustee assured Pleterski that the Trustee was not interested in personal information or photographs and that the devices would be imaged

in his presence so personal information could be excluded from what was being imaged. Pleterski failed to further respond or allow the Trustee access to his electronic devices. Attached as **Appendix “E”** is a copy of the email trail between the Trustee and Pleterski on August 31, 2022.

16. Due to Pleterski’s failure to respond or deliver up his electronic devices for imaging, the Trustee issued a notice to Pleterski pursuant to section 164 of the BIA (the “**164 Notice**”) late in the evening of August 31, 2022. The 164 Notice required that Pleterski immediately deliver up (i) his cell phone and any other electronic device which may contain any records relating to the Bankrupts, and (ii) any other books and records relating to the dealings or property of the Bankrupts, to the Trustee. Attached as **Appendix “F”** is a copy of 164 Notice.
17. Pleterski has not responded to the 164 Notice. By email on September 7, 2022, the Trustee again requested production of Pleterski’s cell phones and electronic devices and advised that if same were not produced, the Trustee would be seeking a warrant. Pleterski has failed to respond to the Trustee’s request. Attached as **Appendix “G”** is a copy of the email dated September 7, 2022. The Trustee also sent Pleterski a text message on September 7, 2022 in respect of the delivery of his electronic devices which has gone unanswered. Attached as **Appendix “H”** is a copy of the text message to Pleterski.

Recommendation

18. Pleterski continues to be in violation of his duties under section 158 of the BIA which constitutes a bankruptcy offence pursuant to section 198(2) of the BIA. It is the Trustee’s position that, given the nature of the allegations against the Bankrupts, it is imperative that Pleterski turn over his electronic devices to the Trustee for imaging. Without those devices, the Trustee will be unable to adequately administer the Bankrupts’ estates.
19. It is also the Trustee’s position that the Bankrupts are attempting to conceal records from the Trustee pertaining to the assets and dealings of the Bankrupts contrary to section 168 of the BIA.
20. The Trustee recommends that the Court exercise its jurisdiction pursuant to sections 198(2) and 168 of the BIA to require that the electronic devices be immediately delivered up and that a warrant be issued for the arrest of Pleterski as a result of his conduct. The

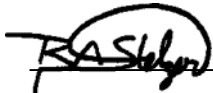
Trustee believes that without repercussions for his actions, Pleterski will continue to thwart the bankruptcy process to the detriment of the Bankrupts' creditors.

DATED at Toronto, Ontario this 9th day of September 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read "R. Stelzer", is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

SUPPLEMENT TO THE FIRST REPORT OF THE TRUSTEE

Background

1. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors, including the Mareva Plaintiffs, in cryptocurrency and foreign exchange positions. Pleterski is the sole officer and director of AP.

3. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide Mareva injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “A”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
4. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs brought an application for bankruptcy orders against Pleterski and AP. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered Pleterski and AP be adjudged bankrupt (the “**Bankruptcy Orders**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “B”**.
5. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts (as of the date of this report, claims filed exceed \$25 million). At the First Meeting, the Trustee tabled a copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”) a copy of which is attached as **Appendix “C”**. Among other things, the Preliminary Report noted Pleterski’s lack of cooperation.
6. On September 9, 2022, the Trustee issued its first Report (the “**First Report**”), a copy of which (without exhibits) is attached as **Appendix “D”**. Among other things, the First Report noted Pleterski’s:
 - a) Lack of cooperation to date which has drastically increased the costs of the administration thereby impacting recoveries of creditors;
 - b) Failure to attend to basic duties, including preparing a Statement of Affairs, which hampered the Trustee’s ability to contact all creditors and notify them of the First Meeting and of the bankruptcy;
 - c) Refusal to answer basic questions about his affairs;
 - d) Failure to attend the First Meeting in person;
 - e) Failure to provide books and records to the Trustee; and

- f) Failure to provide his cell phone after a series of requests from the Trustee – the Trustee understands that the majority of his trading was done on applications on his cell phone.
- 7. The Trustee brought a motion seeking a warrant for Pleterski's arrest and an Order requiring that all books, papers and property in his possession, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee.
- 8. On September 13, 2022, the Honourable Justice Kimmel issued an endorsement (the "**September Endorsement**") noting that, "Pleterski, through his counsel appearing today, has agreed to deliver the requested cell phone for imaging and various other assets that the Trustee has requested and to sign the bankrupts' statements of affairs. The protocol for compliance that has been agreed to between counsel shall be adhered to... The Trustee's motion returnable today seeking Pleterski's arrest and other criminal sanctions is adjourned sine die." The September Endorsement is attached as **Appendix "E"**.

Subsequent Events

- 9. In the afternoon of September 13, 2022, the Trustee and counsel to Pleterski agreed upon a protocol related to the imaging of Pleterski's cell phone. Pleterski arrived at the offices of the Trustee between 4:30-5:00 PM on September 13, 2022 and provided his iPhone and signed the Statement of Affairs.
- 10. Pleterski only brought one cell phone to the meeting with the Trustee on September 13, 2022. The Trustee had reminded Pleterski in an email approximately 3 hours prior to the meeting to bring his second cell phone but Pleterski responded that it was too late as he had already left to come to the Trustee's offices. The Trustee requested that Pleterski make arrangements to deliver the second cell phone to the Trustee on September 14, 2022 or September 15, 2022 for imaging. Attached as **Appendix "F"** is the email chain regarding the second cell phone.
- 11. Separately, the Trustee has been trying to take possession of an Audi RSQ8 registered to Pleterski. The lessor, Volkswagen Canada, has also employed a bailiff who is attempting to locate the vehicle. Starting on September 9, 2022, through to September 19,

2022, the Trustee made six separate requests via email of Pleterski to provide the vehicle. The Trustee notes that some of these messages were responded to by Pleterski in which he indicated he was driving the vehicle. Copies of the emails and any responses thereto are attached as **Appendix “G”**. The Trustee understands the vehicle has a market value of approximately \$125,000 and a total of \$15,000 of equity after accounting for the lease.

12. On September 16, 2022, Pleterski’s father, Dragan Pleterski, called the Trustee asking to pickup Pleterski’s cell phone. The Trustee indicated that it would be happy to make the cell phone available for pickup, but that it required the second cell phone be provided for imaging along with delivery of the Rolex and Audi RSQ8 in Pleterski’s possession. During the call, Dragan Pleterski acknowledged that he was in contact with his son via the second cell phone, but refused to provide the telephone number to the Trustee. The Trustee followed up with emails to Pleterski and Dragan Pleterski on September 16, 2022 and September 19, 2022 which provided a deadline of 5:00 p.m. on September 20, 2022 for Pleterski to respond to the Trustee’s requests. Attached as **Appendix “H”** are copies of these emails. The Trustee also contacted Pleterski’s counsel to reiterate its requests for cooperation, copies of which are attached as **Appendix “I”**.
13. The Trustee’s review of the information from Pleterski’s cell phone in its possession is ongoing. The Trustee has observed that no text messages between Pleterski and his father, Dragan Pleterski, could be located, however, text messages with Pleterski’s mother, Kathy Pleterski, refer to texts exchanged between Pleterski and Dragan Pleterski. The Trustee continues to assess what other information, if any, may have been deleted or potentially contained on the second cell phone.
14. The Trustee continues to be contacted regularly by investors who were not identified by Pleterski in his Statement of Affairs. Some of the stories of the impact that the losses caused by Pleterski’s alleged actions have on investors are heartbreaking. Recently, Pleterski’s conduct and lifestyle has been the subject of news pieces in CBC, CTV and other media publications which has also led to other investors coming forward.

Recommendation

15. Pleterski remains uncooperative and has not fully complied with the September Endorsement. He did not deliver his second cell phone to the Trustee despite multiple

requests to do so. He is also in possession of a \$125,000 Audi and a Rolex which he has refused to provide to the Trustee.

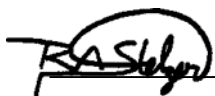
16. Pleterski continues to be in violation of his duties under section 158 of the BIA which constitutes a bankruptcy offence pursuant to section 198(2) of the BIA. It is the Trustee's position that, given the nature of the allegations against the Bankrupts, it is imperative that Pleterski immediately turn over the additional cell phone and any other electronic devices to the Trustee for imaging. Without those devices, the Trustee will be unable to adequately administer the Bankrupts' estates.
17. It is also the Trustee's position that the Bankrupts are attempting to conceal records from the Trustee pertaining to the assets and dealings of the Bankrupts contrary to section 168 of the BIA.
18. The Trustee recommends that the Court exercise its jurisdiction pursuant to sections 198(2) and 168 of the BIA to require that the electronic devices be immediately delivered up and that a warrant be issued for the arrest of Pleterski as a result of his conduct. The Trustee believes that without repercussions for his actions, Pleterski will continue to thwart the bankruptcy process to the detriment of the Bankrupts' creditors.

DATED at Toronto, Ontario this 26th day of September 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “2”

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208581-OT-31 31-2856381 (AP Private Equity Limited)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY, IN THE PROVINCE OF ONTARIO

District of Ontario
Division No. 07 - Hamilton
Court No. BK-22-00208582-O-T31 31-2856382 (Aiden Pleterski)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

SECOND REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (“**AP**” and together with Pleterski, the “**Bankrupts**” or individually each a “**Bankrupt**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors who are owed money by the Bankrupts (the “**Petitioning Creditors**”). Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts. Copies of the Bankruptcy Orders are attached as **Appendix “A”**.
2. Pleterski, the self-described “Crypto King”, claims to have operated AP as an investment business in which, among other things, monies were allegedly invested on behalf of investors in cryptocurrency and foreign exchange positions. AP was incorporated on December 13, 2021. Pleterski is the sole officer and director of AP. Investments appear

to have been made both through Pleterski personally and through AP without regard to the parties to the documents executed by investors.

PURPOSE

3. The purpose of this report (the “**Second Report**”) is to:
- a) Provide an update to the Court and the creditors on key developments related to the Bankrupts and seek Court approval of the Trustee’s activities;
 - b) Provide support for the Trustee’s request for an order:
 - (1) directing the financial institutions utilized by the Bankrupts (the “**Banks**”), including but not limited to Toronto-Dominion Bank (“**TD**”), Royal Bank of Canada (“**RBC**”) and Scotiabank (“**BNS**”), to pay any and all funds of the Bankrupts to the Trustee; and
 - (2) directing the Banks to provide information requested by the Trustee relating to certain banking transactions;
 - c) Provide support for the Trustee’s request for an order:
 - (1) substantively and procedurally consolidating the estates of the Bankrupts;
 - (2) directing counsel to the Mareva Plaintiffs, Walker Law Professional Corporation (“**Mareva Counsel**”), to forthwith deliver up a copy of the transcript of the examination of Pleterski conducted in the Mareva Proceedings (as defined below), together with any exhibits referred to therein and any undertakings provided in respect thereto, (collectively, the “**Mareva Examination Documents**”) to the Trustee;
 - (3) directing the Trustee to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs (as defined below) upon receipt of the Mareva Examination Documents;
 - (4) directing the Trustee to pay legal costs totaling \$63,534.98 to the Petitioning Creditors;
 - (5) directing the Car Dealers (as defined below) to forthwith deliver any and all documents in their possession and control relating to the Pleterski Vehicles, the Lamborghini or the Bentley (each as defined

- below), including but not limited to any credit application or documentation evidencing the method of payment; and
- (6) authorizing and directing the Trustee to sell the Dragan BMW (as defined below) for the benefit of the estates of the Bankrupts.

BACKGROUND

4. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceeding**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
5. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022 (the “**Mareva Order**”), a copy of which, together with the Endorsement, is attached as **Appendix “B”**. As set out in the Endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
6. The Trustee has been advised that, throughout 2022, investors became increasingly concerned about recovering the funds they invested with the Bankrupts. Several investors in the same position as the Mareva Plaintiffs sought and obtained the Bankruptcy Orders against the Bankrupts on August 9, 2022 which resulted in all of the investors becoming creditors in these proceedings.
7. The First Meeting of Creditors of the Bankrupts (the “**First Meeting**”) was held on August 29, 2022. As at the First Meeting, claims totaling approximately \$13 million were filed in the estates of the Bankrupts (as of the date of the Second Report, claims filed exceed \$25 million).
8. The minutes of the First Meeting, attached as **Appendix “C”**, outline the votes cast by the creditors of the Bankrupts present at the First Meeting to affirm the appointment of the Trustee. Although there were insufficient votes to technically affirm, no motion was made

to substitute the Trustee as there would not have been the requisite majority to make such a motion. As a result, pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), the Trustee’s appointment has continued in accordance with the Bankruptcy Orders.

9. At the First Meeting, the Trustee tabled a copy of the Trustee’s Report on its Preliminary Administration dated August 29, 2022 (the “**Preliminary Report**”), a copy of which is attached as **Appendix “D”**. Among other things, the Preliminary Report noted Pleterski’s lack of cooperation in attending to his duties as a bankrupt and providing his assets to the Trustee.
10. On September 9, 2022, the Trustee issued its First Report (the “**First Report**”), a copy of which (without exhibits) is attached as **Appendix “E”**. Among other things, the First Report noted Pleterski’s:
 - a) Lack of cooperation which drastically increased the costs of the administration thereby impacting potential recoveries to creditors;
 - b) Failure to attend to basic duties, including preparing a Statement of Affairs, which hampered the Trustee’s ability to contact all creditors and notify them of the First Meeting and of the bankruptcies;
 - c) Refusal to answer basic questions about his affairs;
 - d) Failure to attend the First Meeting in person;
 - e) Failure to provide books and records to the Trustee; and
 - f) Failure to provide his cell phone after a series of requests from the Trustee. Pleterski’s cell phone was important to the Trustee as it understands that any trading done by Pleterski was done through applications on his cell phone.
11. The Trustee brought a motion for an Order requiring that all books, papers and property in the possession of Pleterski, including any cell phones, computers and any other electronic devices used by the Bankrupts be immediately delivered up to the Trustee. The Trustee was of the opinion that Pleterski, personally and on behalf of AP, continually and repeatedly violated his duties pursuant to section 158 of the BIA thereby committing several bankruptcy offences. As a result, the Trustee sought the extraordinary remedy of having Pleterski arrested due to his conduct and failure to comply with his duties.

12. At the hearing on September 13, 2022, Pleterski agreed to deliver up the requested cell phone, assets and sworn Statement of Affairs to the Trustee. As a result, the Court delayed the Trustee's request for an arrest warrant but issued an endorsement (the "**September Endorsement**") requiring Pleterski's compliance and adjourning the Trustee's motion to be brought on again "if there are further instances of non-compliance." The September Endorsement is attached as **Appendix "F"**.
13. Following the issuance of the September Endorsement, Pleterski delivered his cell phone for imaging and sworn Statement of Affairs. However, as a result of Pleterski's continued non-compliance with his duties and responsibilities after the September Endorsement, the Trustee issued a Supplement to the First Report, a copy of which is attached as **Appendix "G"**, outlining Pleterski's continued bankruptcy offences and requesting that the original relief, including Pleterski's arrest, be granted. In particular, Pleterski:
 - a) refused to provide the Trustee with his second cell phone;
 - b) was in possession of an Audi RSQ8 (the "**RSQ8**") which was believed to have \$15,000 in equity value, after deduction of amounts owing to Volkswagen Leasing, which he refused to deliver to the Trustee;
 - c) failed to provide his diamond-studded Rolex (the "**Rolex**") watch to the Trustee which he acknowledged was in his possession; and
 - d) did not respond to messages from the Trustee.
14. On the eve of the subsequent return of the motion, Pleterski delivered up the RSQ8 and the Rolex and agreed to make arrangements for the delivery of his second cell phone. As a result of Pleterski's last minute compliance, the Court again adjourned the Trustee's motion for the arrest of Pleterski pursuant to the Endorsement dated October 6, 2022 (the "**October Endorsement**"), a copy of which is attached as **Appendix "H"**. The October Endorsement specifically noted that the Court was not foreclosed from finding that the arrest of Pleterski was a possible future remedy if the pattern of conduct continued.
15. The Trustee continues to be contacted regularly by creditors who were not identified by Pleterski in his sworn Statement of Affairs. Some of the stories of the impact that the losses caused by Pleterski's alleged actions have on creditors are heartbreaking. Recently, Pleterski's conduct and lifestyle has been the subject of news stories conducted by CBC,

CTV and other media publications. These stories have led to other creditors unknown to the Trustee coming forward after becoming aware of the Bankruptcy Orders.

ACTIVITIES AND CONDUCT OF THE TRUSTEE

16. A number of creditors have requested an update on the proceedings. Although the Trustee wants to keep creditors updated on the steps it has taken to date, the Trustee thinks it unwise to publicly provide the details of its strategy for the recovery of assets given the nature of the allegations against the Bankrupts. As a result, the Trustee will only disclose those steps taken which it considers publicly advisable to disclose.
17. At the First Meeting, the creditors of the Bankrupts voted to elect five inspectors, namely Braden Martyniuk, Sacha Singh, Akil Heywood, Alice Chornenka and Stewart Wilson (collectively, the “**Inspectors**”). The Inspectors are responsible for representing the interests of the creditors at large. The Trustee is somewhat analogous to the management of a company and the Inspectors to a board of directors. Major decisions made by the Trustee must be approved by the Inspectors similar to the manner in which major decisions of management are approved by a board of directors. Since the First Meeting on August 29, 2022, the Trustee has met with the inspectors eight (8) times and has provided the details of all aspects of the Trustee’s strategy and activities. The Trustee’s strategy and activities have been approved by the Inspectors.

Investigative Steps

18. As noted in the Trustee’s Preliminary Report, the initial investigative steps taken by the Trustee prior to the First Meeting included the following:
 - a) Making attempts to obtain the materials relating to the Mareva Proceeding, including the Mareva Examination Documents;
 - b) Online research into Pleterski, the Originators (as defined in the Preliminary Report) and others who may have information related to the assets and business dealings of the Bankrupts;
 - c) Speaking with creditors, reviewing the 119 proofs of claim received and the documents provided by creditors regarding the whereabouts of Pleterski’s assets and the details of the allegations against the Bankrupts;

- d) Conducting a preliminary examination of Pleterski, personally and on behalf of AP, on August 24, 2022 and asking detailed questions about his assets including:
 - (1) The whereabouts of vehicles which we understood he had previously owned;
 - (2) Questions related to offshore assets;
 - (3) Questions related to gold and silver bars Pleterski allegedly owned;
 - (4) An explanation for the drastic decrease in Pleterski's assets in comparison to his liabilities and the exact nature of current and prior investments; and
 - (5) The role and identity of the Originators.
 - e) Searching for undisclosed vehicles by obtaining a list of vehicles from Pleterski's insurance broker and performing Registration Identification Number searches to determine vehicles registered directly or indirectly to Pleterski;
 - f) Speaking with Pleterski's father, Dragan Pleterski, in respect of vehicles registered in his name which were paid for by Pleterski;
 - g) Requesting that Thornton Grout Finnigan LLP ("**TGF**"), the Trustee's legal counsel, conduct a land title search in respect of 5126 Lakeshore Road, Burlington (the "**Burlington Property**"), being the residence where Pleterski was previously living, as a result of allegations that Pleterski has an ownership interest in the Burlington Property;
 - h) Contacting legal counsel acting for Pleterski requesting details relating to a \$500,000 deposit (the "**Ajax Deposit**") made by Pleterski in respect of the acquisition of real property located at 725 Westney Road South, Ajax (the "**Ajax Property**") to determine the status of the transaction and whether the deposit could be recovered;
 - i) Reaching out to the Originators to determine whether certain payments were and should be recoverable for the benefit of creditors and other information relating to the Bankrupts; and
 - j) Requesting statements from the financial institutions and investment exchanges with which Pleterski had dealings.
19. Since the issuance of the Preliminary Report, the Trustee's investigation has expanded to include:
- a) Completion of background checks on key people thought to be involved in the business dealings of the Bankrupts;
 - b) Imaging and reviewing the two cell phones used by Pleterski;

- c) Speaking with representatives of Sunray Group of Hotels ("**Sunray**") in respect of the Burlington Property which the Trustee determined was subject to an Agreement of Purchase and Sale and Lease to Own between Pleterski and a number company that the Trustee was advised is owned by Sunray;
- d) Speaking with representatives of Sunray relating to a McLaren Senna automobile which may have a market value of over \$1.5 million and was transferred by Pleterski to Sunray (which Sunray advised was held as collateral for the lease to own of the Burlington Property); and
- e) Gathering information and preparing for examinations conducted and to be conducted by TGF pursuant to section 163 of the BIA.

Recovery of Assets

20. In addition to the investigative steps noted above, the Trustee has taken the following steps in respect of the recovery of assets for the benefit of the estates since its appointment, including:
 - a) Locating and taking possession of 13 automobiles with very little cooperation from Pleterski and entering into an agreement to sell these vehicles;
 - b) Recovering jewelry including the Rolex from Pleterski;
 - c) Recovering the Audi A4 previously in the possession of Pleterski's former girlfriend, Mya Patricia Trentadue. The Trustee understands that Ms. Trentadue may also be in possession of luxury handbags, designer clothing and jewelry that was purchased for her by Pleterski, but Ms. Trentadue has not responded to the Trustee's request that these items be delivered to the Trustee – the Trustee continues to consider its options in respect of these assets;
 - d) Collecting and depositing \$543,000 in bank drafts payable to the Bankrupts at the time of the bankruptcies; and
 - e) Contacting 21 financial institutions to put them on notice of the bankruptcies and requesting them to freeze the Bankrupts' assets and provide the funds to the Trustee – to date, the Trustee has seized funds totaling \$307,905.04 from such financial institutions, with another estimated \$125,000 which has been frozen, but not yet seized.
21. As a result of information obtained through its investigation, the Trustee will be focusing on repatriating assets paid for by Pleterski using investor funds, but currently in the

possession and control of other individuals, including but not limited to, Pleterski's family members.

Other Activities

22. Since the First Meeting, the Trustee has been liaising with the Office of the Superintendent of Bankruptcy (the "**OSB**") (which regulates bankruptcies) and answering their inquiries in respect of the proceedings. Representatives of the OSB attended the First Meeting and the hearing which resulted in the October Endorsement.
23. A number of creditors have asked the Trustee to comment on whether the Bankrupts were operating a Ponzi scheme and if the Trustee will be pursuing criminal action. The Trustee has not completed its investigation and it would be inappropriate to draw any conclusions or determine next steps until the investigation is complete. As detailed below, the Trustee is still awaiting key banking transaction details from a number of financial institutions and other information and the investigation cannot be completed until the Trustee has all of this information.

DIRECTION TO FINANCIAL INSTITUTIONS

24. The Bankrupts' main bank accounts appear to have been at RBC, BNS and TD Bank (collectively the "**Banks**"). RBC and BNS have provided all of the funds in the name of the Bankrupts to the Trustee. However, given the direction under the Mareva Order, counsel for TD Bank was concerned that there is a conflict between the Mareva Order and the Bankruptcy Orders in respect of the delivery of those funds and have requested that the Trustee seek an order directing that the funds be paid over to the Trustee, notwithstanding the Mareva Order.
25. The Trustee also requested that the Banks provide the banking statements of the Bankrupts to the Trustee covering the period January 1, 2020 to August 9, 2022 (the "**Relevant Period**"). The Banks have provided the banking statements to the Trustee but the statements lack details regarding the payees and the payors of the funds. Counsel to TD Bank has expressed privacy concerns in respect of the provision of this additional information and requested that the Trustee seek an order directing that the information be provided to the Trustee notwithstanding the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5. ("**PIPEDA**"). Although RBC and BNS have not

indicated a reluctance to provide the additional information due to PIPEDA concerns, the information has not yet been provided. The information relating to any funds paid by the Bankrupts during the Relevant Period is imperative to the Trustee's investigation and the Trustee believes it appropriate that the Banks, or any other financial institution having dealings with the Bankrupts, should be protected in respect of the provision of this information.

CONSOLIDATION OF ESTATES

26. In its Preliminary Report delivered to the creditors of the Bankrupts, the Trustee stated that it was the Trustee's preliminary view that the bankruptcies of Pleterski and AP should be consolidated into one estate. In order to have some basis for valuing claims for the purpose of voting at the First Meeting, the Trustee took the approach that, where there was a conflict between the contracting party in the investment agreement and the party who received the funds, the party who received the funds was determined to be the debtor. For example, if an investor entered into an agreement with AP but paid Pleterski, then that investor was considered to be a creditor of Pleterski. While this approach was a practical way to value claims at the First Meeting, there is no legal basis for this approach and it results in an arbitrary outcome whereby creditors who paid Pleterski would receive a much larger recovery than creditors who paid AP since most of the assets recovered are in the name of Pleterski for the reasons outlined below.
27. Since the First Meeting, the Trustee has had an opportunity to review the additional proofs of claim received, including any documents provided in support of the claims filed. The Trustee notes that all of the investment agreements originally appear to be entered into personally by Pleterski (the oldest agreement provided to the Trustee is dated January, 2021). However, based on the information obtained by the Trustee, starting in August, 2021 (before AP had even been incorporated), AP became the primary signatory to the investment agreements (although investment agreements were entered into by Pleterski personally as recently as March, 2022). The Trustee has been made aware that payments made directly to AP did not commence until January, 2022 but direct payments to Pleterski continued after that date.
28. The Trustee remains uncertain as to which Bankrupt each claimant's claim should be against. The Trustee believes that there are three approaches that could be used:

- (i) Determine the Bankrupt based on the name of the party paid – This was the approach used at the First Meeting. Under this approach, if the creditor’s proof of claim showed that they paid Pleterski, then they would have a claim against Pleterski even if the investment agreement was entered into in the name of AP;
- (ii) Determine the Bankrupt based on the name in the investment agreement – Under this approach, if the creditor’s claim was supported by an agreement with AP, then the creditor would be considered to be a creditor of AP even if the proof of claim documentation showed that they had paid Pleterski directly; and
- (iii) Consolidate the claims and assets of Pleterski and AP – Under this approach, all assets would be pooled and all claims would be consolidated.

29. Unlike other consolidation cases which the Trustee is aware of, there is no clear alternative to consolidation. For the reasons set out below, the two alternatives suggested above are each arbitrary approaches to a determination of the appropriate debtor. The chart below provides a breakdown of the creditors under each approach:

	Approach		
Debtor	i) Based on Bankrupt Paid	ii) Based on which Bankrupt the agreement was with	iii) Consolidation
AP	32	66	N/A
Pleterski	58	18	N/A
Consolidated	N/A	N/A	119
Another party	10	1	N/A
Unclear	19	34	N/A
Total	119	119	119

30. The Trustee notes that approach i) and ii) as illustrated above, each seem equally reasonable, yet yield very different outcomes. It is the opinion of the Trustee that a pooling of the assets and claims of the creditors of the Bankrupts is fair and reasonable in the circumstances. The Trustee will provide all of the creditors with notice of this proceeding

and specifically of its intent to seek a consolidation order. The following set out the reasons for the Trustee's request for consolidation:

- a) Pleterski claimed at the First Meeting that he had no accounting system and did not keep specific records of monies received or payments made; there are no records of the Bankrupts to allow the Trustee to determine whether a creditor is a creditor of AP or Pleterski;
 - b) In many cases, creditors signed a contract with AP but paid funds to Pleterski personally. As outlined above, different approaches to avoid consolidation result in very different outcomes for creditors which are arbitrary and are not fair or equitable;
 - c) Pleterski did not treat AP as a separate legal entity – at the First Meeting, Pleterski described the investment funds as being treated as one pool which he used to invest and fund his lifestyle expenses;
 - d) Pleterski is the sole officer and director of AP and AP has no employees;
 - e) Pleterski swore an affidavit in the Mareva Proceedings wherein he claims to have guaranteed the debts of AP (a copy of the affidavit is attached as **Appendix "I"**);
 - f) There is a commonality of interests between the creditors regardless of which entity received the funds or which Bankrupt entered into the investment agreement; and
 - g) The estate inspectors support consolidation (a redacted copy of the 6th inspector meeting minutes is attached as **Appendix "J"**).
31. Almost all of the assets recovered to date by the Trustee are in the name of Pleterski rather than AP. As Pleterski purchased assets personally using funds received from creditors of AP, it would be unfair for the creditors of Pleterski to benefit from the recovery of those assets. The pooling of the assets of the Bankrupts for the benefit of all creditors outweighs any prejudice to the creditors of Pleterski.
32. Consolidation would greatly simplify the administration of the estates and result in an equitable outcome for all creditors who invested with Pleterski.

PREPETITION COSTS

33. The Trustee has received a proof of claim from Braden Martyniuk requesting a payment to counsel for the Petitioning Creditors in the amount of \$63,534.98. Pursuant to the Bankruptcy Orders, the Petitioning Creditors are entitled to payment of the costs of the

Application. The Trustee is satisfied having reviewed the accounts that the amounts claimed should be paid in accordance with the Bankruptcy Orders.

34. The Mareva Plaintiffs incurred significant legal costs in initiating the Mareva Proceeding resulting in the Mareva Order. The bankruptcy estates benefited from the Mareva Proceedings in the following ways:
- a) Investments of approximately \$343,000 were frozen by the Mareva Order and remained available to the Trustee at the date of its appointment;
 - b) Pleterski provided an affidavit in the Mareva Proceedings dated July 15, 2022. The affidavit listed the assets he had at that time (including his vehicles) and certain other transactions that he had recently entered into including the purchase of the Ajax Property. The Trustee was able to use the information in that affidavit to seize and monetize the vehicles totaling approximately \$1.4 million and investigate the return of the Ajax Deposit which remains ongoing; and
 - c) Information obtained from the Mareva Proceedings has assisted the Trustee in its ongoing investigation which has avoided duplication of activities and decreased costs.
35. It is impossible to determine the exact financial benefit of the Mareva Proceedings to the estates of the Bankrupts and their creditors at this time, but the Trustee is confident that the benefits have been significant. At the request of Sacha Singh, one of the Mareva Plaintiffs who is also an Inspector, the other Inspectors approved a payment of 50% of the legal fees of the Mareva Plaintiffs totaling \$97,132.37. Attached as **Appendix "K"** is a redacted copy of the minutes of the 4th Inspector's meeting evidencing such approval. Given the benefits to the estates of the Bankrupts, the Trustee requests that the Court approve payment to the Mareva Plaintiffs in the amount prescribed above.
36. The Trustee requested copies of the Mareva Examination Documents from Mareva Counsel who has refused to provide same on the grounds that doing so would be a breach of the deemed undertaking rule unless the Court ordered they be provided. The Trustee believes that the Mareva Examination Documents would be helpful in its investigation and could save costs and time thereby increasing recoveries to creditors. The Trustee seeks an order directing Mareva Counsel to forthwith deliver the Mareva Examination Documents to the Trustee.

PRODUCTION OF DOCUMENTS

Transaction Documents

37. During the course of the Trustee's investigation, it has made requests for documentation from counsel to the Bankrupts in respect of certain transactions but no such documentation has been forthcoming. By letter dated September 1, 2022, counsel to the Trustee sent a preservation notice to Shapiro Real Estate and Business Lawyers requesting that all documents be preserved relating to the Bankrupts, a copy of which is attached as **Appendix "L"**.
38. The Trustee subsequently learned that Mr. Shapiro acted on the transaction on behalf of the owners of the Burlington Property and sought to obtain documents relating to that transaction pursuant to section 164(1) of the BIA. A copy of the letter to Mr. Shapiro dated October 12, 2022 is attached as **Appendix "M"**. Mr. Shapiro responded to counsel to the Trustee on October 20, 2022. It has been difficult for the Trustee to obtain all of the documents relevant to the Burlington Property and the Trustee is hopeful that an agreement can be reached to provide same.

Car Sale and Lease Documents

39. During the course of its investigation, the Trustee has been provided with information that certain vehicles (the "**Pleterski Vehicles**") registered in the names of Pleterski's family members were, in fact, paid for by Pleterski with creditor funds. These include:
- a) A Porsche 718 Boxter (VIN# WP0CB2A8XJS229265) purchased from Porsche Centre North Toronto ("**Porsche Centre**") and driven by Pleterski's mother, Kathy Pleterski;
 - b) An Audi e-tron (VIN# WA13AAGE4MB034139) purchased from Audi Durham and driven by Kathy Pleterski; and
 - c) An Audi S5 (VIN# WAUB4CF54NA011048) purchased from Audi Durham and driven by Pleterski's brother, Lucas Pleterski.
40. The Trustee contacted Porsche Centre and Audi Durham requesting the payment details and the credit application in respect of each of the Pleterski Vehicles. The Trustee has been advised by Porsche Centre that they will not release this information without a court

order on the grounds that it contains private information. Audi Durham also refused to release this information on the grounds that the Bankrupts are not the registered owners of the Pleterski Vehicles. Therefore, the Trustee seeks an Order that Porsche Centre and Audi Durham provide the Trustee with the details relating to the source of payment of the Pleterski Vehicles as it is the Trustee's opinion that there are reasonable grounds to believe that they were paid for with funds obtained from the creditors.

41. The Trustee has been requesting information from Paul Motor Company ("**Paul Motor**") in respect of a Lamborghini Aventador SVJ (VIN# ZHWCM6ZD1KLA08758) (the "**Lamborghini**") which was leased by Pleterski. Paul Motor has not provided the Trustee with the credit application, buyout value and mileage for the Lamborghini. The Trustee requires this information to determine if there is any equity in the lease which could be monetized and what assets were disclosed by Pleterski as part of the credit application.
42. The Trustee has also contacted NewRoads National Leasing ("**NewRoads**") and together with, Porsche Centre, Audi Durham, Paul Motor, the "**Car Dealers**") which, to date, has been cooperative and reasonable in its dealings with the Trustee. The Trustee understands that a Bentley Bentayga (VIN# SJAAC2ZV4HC016039) (the "**Bentley**") driven by Pleterski's father, Dragan Pleterski, was purchased from an individual who originally purchased the vehicle from NewRoads (the "**Bentley Vendor**"). The Trustee has requested the contact particulars for the Bentley Vendor from NewRoads which they are reluctant to provide without a Court Order due to privacy concerns. The Trustee, therefore, seeks an Order directing NewRoads to provide such contact information so that it may determine the source of funds for the purchase of the Bentley.

SALE OF DRAGAN BMW

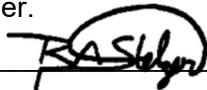
43. The Trustee is in possession of a BMW M8 which is registered in the name of Dragan Pleterski (the "**Dragan BMW**") for the purposes of obtaining insurance but was purchased by Pleterski. By email on August 22, 2022, a copy of which is attached as **Appendix "N"**, Dragan Pleterski consented to the Trustee taking possession of the Dragan BMW for the benefit of Pleterski's creditors. As a result of the title ownership being registered in the name of Dragan Pleterski, the Trustee requires an order permitting its sale for the benefit of the Bankrupts' creditors.

DATED at Toronto, Ontario this 21st day of October 2022.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read "R. Stelzer", is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT

Senior Vice President

Appendix “3”

Court File No./Estate No.: BK-22-00208581-OT-31
Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	FRIDAY, THE 28TH
JUSTICE CONWAY	)	DAY OF OCTOBER, 2022
	)	

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby,
in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby,
in the Province of Ontario

OMNIBUS ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited (“**AP**”) and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion dated October 21, 2022 and the Second Report of the Trustee dated October 21, 2022 (the “**Second Report**”) and on hearing the submissions of counsel for the Trustee and such other counsel as were present, having been served as appears from the affidavit of service of Puya Fesharaki sworn October 26, 2022:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record of the Trustee is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in the Second Report.

APPROVAL AND AUTHORIZATION

3. **THIS COURT ORDERS** that the Second Report and the Trustee's activities set out therein be and are hereby approved, provided, however, that only the Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

CONSOLIDATION OF THE ESTATES

4. **THIS COURT ORDERS** that the bankruptcy proceedings of AP (Court File No./Estate No.: BK-22-00208581-OT-31) and Pleterski (Court File No./Estate No.: BK-22-00208582-OT-31) (the "**Proceedings**") are hereby procedurally and substantively consolidated.

5. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to administer the Proceedings hereafter on a consolidated basis for the purpose of carrying out its duties and other responsibilities pursuant to the *Bankruptcy and Insolvency Act*.

6. **THIS COURT ORDERS** that a single court file number (Court File No./Estate No.: BK-22-00208582-OT-31) shall apply to the Proceedings and the following title of proceeding shall apply hereafter to the Proceedings:

**"IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario"**

7. **THIS COURT ORDERS** that a copy of this Order shall forthwith be filed by the Trustee in the separate court files for each of the Proceedings. Thereafter, any documents filed in the Proceedings shall only be required to be filed in Court File No./Estate No.: BK-22-00208582-OT-31.

RELIEF RELATING TO MAREVA PROCEEDINGS

8. **THIS COURT ORDERS AND DIRECTS** Walker Law Professional Corporation to forthwith deliver to the Trustee copies of any and all transcripts relating to any examinations conducted in the Mareva Proceedings, together with any exhibits referred to therein and any undertakings provided in respect thereof (collectively, the “**Mareva Examination Documents**”).

9. **THIS COURT ORDERS** that, upon receipt of the Mareva Examination Documents, the Trustee is directed to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs, with \$35,606.16 of this amount to be payable directly to Walker Law Professional Corporation and the remaining \$61,526.21 to be payable directly to Sacha Amar Dario Singh.

PAYMENT TO PETITIONING CREDITORS

10. **THIS COURT ORDERS AND DIRECTS** the Trustee to pay \$63,534.98 to the Petitioning Creditors in respect of their legal costs incurred in these Proceedings.

ORDERS TO DELIVER UP INFORMATION

11. **THIS COURT ORDERS AND DIRECTS** the following parties to deliver to the Trustee any and all documents in their possession and control relating to the vehicles listed below, including but not limited to, any credit application or documentation evidencing the source and method of payment in respect of same:

- (a) Porsche Centre North Toronto in respect of the Porsche 718 Boxter bearing VIN# WP0CB2A8XJS229265;
- (b) Audi Durham in respect of the Audi e-tron bearing VIN# WA13AAGE4MB034139; and
- (c) Audi Durham in respect of the Audi S5 bearing VIN# WAUB4CF54NA011048; and
- (d) each of Porsche Centre North Toronto and Audi Durham in respect of any other vehicle that Pleterski purchased, leased or made any payments towards.

12. **THIS COURT ORDERS AND DIRECTS** Paul Motor Company to deliver to the Trustee any and all documents in Paul Motor Company's possession and control relating to the Lamborghini Aventador SVJ bearing VIN# ZHWCM6ZD1KLA08758, including but not limited to, any credit application, buyout value and mileage relating to the vehicle.

13. **THIS COURT ORDERS AND DIRECTS** NewRoads National Leasing to provide to the Trustee the contact particulars for the buyer of the Bentley Bentayga bearing VIN# SJAAC2ZV4HC016039. The Trustee shall keep such information disclosed by NewRoads National Leasing confidential and shall not publicly disclose such information.

SALE OF DRAGAN BMW

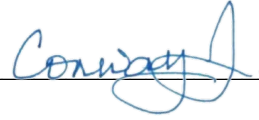
14. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to sell the BMW M8 bearing VIN# WBSDZ0C02LCD42132 and directs that the sale proceeds in respect thereof shall be for the benefit of the creditors of the Bankrupts.

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, including the Ministry of Transportation Ontario, to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Trustee and its agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208581-OT-31

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

OMNIBUS ORDER

Thornton Grout Finnigan LLP
100 Wellington Street West – Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

Appendix “4”

District of: Ontario
Division No. 07 - Hamilton
Court No. 31-2856382
Estate No. 31-2856382

FORM 80

Notice of Intended Opposition to Discharge of Bankrupt
(Paragraph 168.2(1)(c) of the Act)

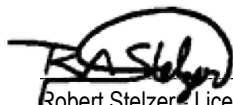
In the matter of the bankruptcy of
Aiden Pleterski
of the town of Whitby, in the province of Ontario

Take notice that Grant Thornton Limited, trustee of the estate of AIDEN PLETESKI, a bankrupt, intends to oppose the discharge of the bankrupt on the following grounds:

- Failure to complete the first and second counselling session pursuant to s. 157.1 (3) of the BIA;
- Failure to attend to basic duties pursuant to s. 173 (1)(o) of the BIA, including preparing a Statement of Affairs pursuant to s. 158 (d) of the BIA and attending the first meeting of creditors in person pursuant to s. 158 (h) of the BIA;
- Failure to provide books and records to the Trustee pursuant to s. 158 (b) of the BIA and to submit all necessary income and expense statements along with supporting documents;
- Failure to provide a copy of the 2021 tax return with related documents pursuant to s. 158 (b) of the BIA;
- Failure to respond to undertakings from the section 163 examination of the BIA completely and on a timely basis pursuant to s. 163 (1) of the BIA;
- Failure to cooperate with the Trustee with respect to transferring the vast majority of the bankrupt assets to the Trustee pursuant to s. 158 (a) of the BIA; and
- Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s. 68 (3) of the BIA until the bankrupt has filed all required income and expense statements.

Dated at the City of Toronto in the Province of Ontario, this 24th day of February 2023.

Grant Thornton Limited - Licensed Insolvency Trustee
Per:



Robert Stelzer Licensed Insolvency Trustee
11 th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

Appendix “5”

District of: Ontario
 Division No. 07 - Hamilton
 Court No. 31-2856382
 Estate No. 31-2856382

FORM 82

Report of Trustee on Bankrupt's
 Application for Discharge
 (Subsection 170(1) of the Act)

In the matter of the bankruptcy of
 Aiden Pleterski
 of the town of Whitby, in the province of Ontario

Date of bankruptcy:	09-Aug-2022	Date of initial bankruptcy event:	09-Aug-2022
Marital status:	Single	Number of persons in household family unit, including bankrupt:	1
Type of employment:	Investor (Unemployed)		
LIABILITIES			
Type	Secured	Preferred	Unsecured
Declared	0.00	0.00	15,685,054.00
Proven	0.00	109,081.00	24,049,348.07
ASSETS			
Description	Value as per Statement of Affairs	Amount Realized	Estimate of Assets to be realized
Cash on hand	498,000.00	0.00	Administration of this
Cash on hand	63,472.64	0.00	
Taxes - Debtor/Bankrupt - GST/HST	0.00	0.00	estate is ongoing.
Taxes - Debtor/Bankrupt - Post - Federal	0.00	0.00	The Trustee is pursuing
Taxes - Debtor/Bankrupt - Pre - Federal	0.00	0.00	legal action against
Cash in bank	0.00	431,244.16	several parties and the
Cash on hand	0.00	543,000.00	results of such action
Funds from retainer	0.00	41,664.29	are unknown.
Interest allocation	0.00	14,618.90	Accordingly, the Trustee
Sale of Assets - Equipment	0.00	31,006.48	cannot provide an
Sale of Assets - Vehicle	0.00	1,585,277.25	estimate of assets to be
Total:	561,472.64	2,646,811.08	realized at this time.
ANTICIPATED RATE OF DIVIDENDS			
Preferred Creditors:	0.00%	Unsecured Creditors:	0.00%

A. CAUSES OF BANKRUPTCY

1. Inexperience

B. INFORMATION CONCERNING THE FINANCIAL SITUATION

2. (a) Available monthly income of the bankrupt at date of bankruptcy (Same amount as line (7) on Form 65): \$0.00
 (b) Available monthly income of the bankrupt at date of this report: \$0.00
3. (a) Available monthly income of the family unit at date of bankruptcy (Same amount as line (8) on Form 65): \$0.00
 (b) Available monthly income of the family unit at date of this report: \$0.00

District of: Ontario
Division No. 07 - Hamilton
Court No. 31-2856382
Estate No. 31-2856382

FORM 82 --- Continued

In the matter of the bankruptcy of
Aiden Pleterski
of the town of Whitby, in the province of Ontario
AIDEN PLETERSKI

C. CONDUCT OF THE BANKRUPT

4. (a) Was the bankrupt required to pay to the estate an amount established by Directive No. 11R2 (Surplus Income)? No
The bankrupt has failed to provide books and records to the Trustee pursuant to s. 158 (b) of the BIA and to submit all necessary income and expense statements along with supporting documents. Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s. 68 (3) of the BIA until the bankrupt has filed all required income and expense statements.
- (b) Could the bankrupt have made a viable proposal rather than proceeding with bankruptcy? No
5. Did the bankrupt have high income tax debts pursuant to section 172.1 of the Act? No
6. (a) Did the bankrupt fail to perform any of the duties imposed on him/her under the Act? Yes
The bankrupt failed to perform the following duties:
* Deliver all his property to the trustee
* Deliver all documents relating to his property or affairs
* Within five days submit a statement of the bankrupt's affairs
* Give all the assistance within his power to the trustee in making an inventory of his assets
* Disclose to the trustee all property disposed of within the period one year before the date of the initial bankruptcy
* Disclose to the trustee all property disposed of by gift or settlement without adequate valuable consideration
* Aid in the realization of his property and distribution of the proceeds
- Attend the first meeting of his creditors (bankrupt did attend virtually).
- (b) Can the bankrupt be justly held responsible for any of the facts referred pursuant to section 173 of the Act? Yes
The bankrupt can be held responsible for the following:
The assets are not 50 cents on the dollar on unsecured liabilities
Bankrupt omitted to keep books of account
Bankrupt failed to account for loss or deficiency of assets
Bankrupt contributed to the bankruptcy by hazardous speculations, extravagance in living, gambling, or neglect of business affairs
Bankrupt failed to perform the duties imposed under this act or to comply with any order of the court
- The bankrupt has not kept proper books of account pursuant to s. 200 (1)(a) of the BIA or provided evidence of the losses was assert took place.
- The bankrupt has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the bankrupt's liabilities pursuant to s. 173(1)(d) of the BIA.
- The bankruptcy was accelerated by unjustifiable extravagance in living pursuant to s. 173(1)(e) of the BIA including the bankrupt driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet.
- (c) Did the bankrupt commit any offence in connection with the bankruptcy? Yes
The bankrupt committed the following offences:
Obtains credit or property by false representations
- The bankrupt incurred investments from investors under false pretenses pursuant to s. 178(1)(e) of the BIA and appear to have invested less than 1% of the money collected from investors.
- The bankrupt has failed to submit all necessary income and expense statements along with supporting documents. Surplus income may be owing to the estate; however, this amount cannot be determined until the bankrupt has filed all required income and expense statements.
- The bankrupt failed to comply with a Court order to deliver his phones to the Trustee.
7. (a) Did the bankrupt ever make a proposal under the Bankruptcy and Insolvency Act? No
(b) Has the bankrupt been bankrupt before either in Canada or elsewhere? No
8. Were inspectors appointed in this estate? Yes

District of: Ontario
Division No. 07 - Hamilton
Court No. 31-2856382
Estate No. 31-2856382

FORM 82 --- Concluded

In the matter of the bankruptcy of
Aiden Pleterski
of the town of Whitby, in the province of Ontario
AIDEN PLETERSKI

The following inspectors were appointed to the estate:

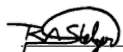
- Alice Chornenka;
- Stewart Wilson;
- Sacha Singh;
- Aki Heywood; and
- Braden Martyniuk.

D. DISCHARGE OF THE BANKRUPT

9. (a) Is it the intention of the trustee to oppose the bankrupt's discharge? Yes
- Failure to complete the first and second counselling session pursuant to s. 157.1 (3) of the BIA;
 - Failure to attend to basic duties pursuant to s. 173 (1)(o) of the BIA, including preparing a Statement of Affairs pursuant to s. 158 (d) of the BIA and attending the first meeting of creditors in person pursuant to s. 158 (h) of the BIA;
 - Failure to provide books and records to the Trustee pursuant to s. 158 (b) of the BIA and to submit all necessary income and expense statements along with supporting documents;
 - Failure to provide a copy of the 2021 tax return with related documents pursuant to s. 158 (b) of the BIA;
 - Failure to respond to undertakings from the section 163 examination of the BIA completely and on a timely basis pursuant to s. 163 (1) of the BIA;
 - Failure to cooperate with the Trustee with respect to transferring the vast majority of the bankrupt assets to the Trustee pursuant to s. 158 (a) of the BIA; and
 - Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s. 68 (3) of the BIA until the bankrupt has filed all required income and expense statements.
- (b) Does the trustee have reasonable grounds to believe that a creditor or the Superintendent will oppose the bankrupt's discharge for a reason other than those set out in section 173(1)(m) or (n) of the Act? Yes
10. Did the bankrupt refuse or neglect to receive counselling pursuant to the Directive No. 1R4 (Counselling on Insolvency Matters)? No
11. Are there other facts, matters or circumstances that would justify the Court in refusing an absolute order of discharge?
12. Other pertinent information?

Dated at the City of Toronto in the Province of Ontario, this 24th day of February 2023.

Grant Thornton Limited - Licensed Insolvency Trustee



11 th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

Court No. 31-2856382

Estate No. 31-2856382

In the matter of the bankruptcy of
Aiden Pleterski
of the town of Whitby, in the province of Ontario

Form 82 (Bill C-12)
Report of trustee on bankrupt's application for
discharge

Trustee: Robert Stelzer

License: 3442

Email: Rob.Stelzer@ca.gt.com

Grant Thornton Limited - Licensed Insolvency
Trustee
11 th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

Appendix “6”

February 24, 2023

Aiden Pleterski
9 Corner Court,
Whitby, ON
L1P 1R7

Aiden Pleterski: aiden.pleterski@gmail.com ; apleterski32@gmail.com
Micheal Simaan: msimaan@kramersimaan.com

Mr. Pleterski:

A copy of our report to the Superintendent of Bankruptcy under Section 170 of the Bankruptcy and Insolvency Act ("BIA") is attached. We are required to send you a copy of this report so that you can see what our recommendation is relative to your discharge from bankruptcy. We have also enclosed a Notice of Intended Opposition (the "**Notice**") to your discharge from bankruptcy.

We are opposing your discharge from bankruptcy for the reasons stated in the Notice. There will be a Court Hearing and we will advise you of the Court date once the Court provides us with that information. The following matters remain outstanding in your bankruptcy with the relevant BIA section for reference:

- Failure to complete the first and second counselling session [157.1 (3)];
- Failure to attend to basic duties [173 (1)(o)], including preparing a complete Statement of Affairs [158 (d)] and attending the first meeting of creditors in person [158 (h)];
- Failure to provide books and records to the Trustee [158 (b)] and to submit all necessary income and expense statements along with supporting documents;
- Failure to provide a copy of the 2021 tax return with related documents [158 (b)];
- Failure to respond to undertakings from the section 163 examination of the BIA completely and on a timely basis [163 (1)];
- Failure to cooperate with the Trustee fully including facilitating the transfer of your vehicles to the Trustee [158 (a)]; and,
- Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s.68 (3) of the BIA until the bankrupt has filed all required income and expense statements.

While the above noted items must be remedied in order to be eligible for discharge, the Court may decide to further delay your discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy for the following reasons:

- You have failed to comply with your duties pursuant to section 158 as noted above;
- Your bankruptcy was accelerated by unjustifiable extravagance in living [173 (1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet;
- You have not answered all questions in your examination pursuant to section 163 truthfully [198 (1) (b)];
- You have not kept proper books of account [200 (1)(a)] or provided evidence of the losses you assert took place [200 (2)];
- You have deleted data on your phone prior to it being imaged by the Trustee [200 (1)(b)];

- Your assets are not equal to 50% of your liabilities [173 (1)(a)];
- You have failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the bankrupt's liabilities [173 (1)(d)];
- You raised investments from investors under false pretenses [178 (1)(e)] and appear to have invested less than 1% of the money collected from investors.

You are entitled to attend the Court Hearing. You will not be discharged from bankruptcy until you address the deficiencies described in the Notice along with any additional deficiencies observed during the bankruptcy proceedings. As Trustee, we will be proceeding in due course to obtain our discharge from the administration of your bankruptcy estate regardless of whether or not you are discharged. If the Trustee is discharged before you are discharged, you will incur additional costs to reopen your estate in order to obtain your discharge.

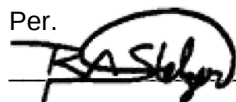
Please contact us to resolve the deficiencies described in the Notice.

Yours truly,

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “7”

1 Court File No./Estate No.: BK-22-00208582-OT-31

2 ONTARIO

3 SUPERIOR COURT OF JUSTICE

4 (IN BANKRUPTCY AND INSOLVENCY)

5 COMMERCIAL LIST

6
7 IN THE MATTER OF THE BANKRUPTCY OF

8 AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
9 of the Town of Whitby, in the Province of Ontario

10 -----
11 --- This is the Examination for Discovery of
12 AIDEN PLETERSKI, via Neesons, a Veritext Company's
13 virtual Zoom platform, with all participants attending
14 virtually, on the 24th day of November, 2022.

15 -----
16 Job No. ON 5594391

17
18 A P P E A R A N C E S :

19
20 MICHEAL SIMAAN, Esq. For the Applicant

21
22 ALEXANDER SOUTTER, Esq. For the Trustee

23
24 REPORTED BY: Charlotte Croix

I N D E X

WITNESS	EXAMINATION BY	PAGE
AIDEN PLETERSKI	MR. SOUTTER	5-163

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T and appear on the following pages: 20/7, 28/14, 58/20, 96/19, 100/18, 101/19, 130/10, 131/1, 131/13, 137/20, 130/3

INDEX OF ADVISMENTS

The questions/requests taken under advisement are noted by U/A and appear on the following pages: 97/15, 99/2

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: [None]

INDEX OF EXHIBITS

NUMBER/DESCRIPTION	PAGE/LINE NO.
1: Screen shot of text messages including a photo of a spreadsheet sent to Matthew Hinn.	4:64
2: Agreement of Purchase and Sale dated March 4, 2021.	15:68
3: Extract of text messages between Aiden Pleterski and Horst Pfaff McLaren.	20:79
4: Bank draft in the amount of \$100,000.	21:84
5: Lease agreement for the Ferrari 488 Pista.	7:88
6: Credit application for the Ferrari 488 Pista.	22:91
7: Agreement for Purchase and Sale of 725 Westney Road South.	6:94
: Video taken by Mason Doucette on June 13, 2022.	17:112
8: Bank draft in the amount of \$80,000.	23:114
9: Bank draft in the amount of	4:117

1 \$203,511.30.

2 10: Excerpt of WhatsApp messages
3 between Aiden Pleterski and Sascha
4 Singh.

17:161

1 --- Upon commencing at 9:30 a.m.

2

3 AIDEN PLETERSKI; AFFIRMED.

4 EXAMINATION BY MR. SOUTTER:

5 1 Q. Good morning. Your name is Aiden
6 Pleterski, yes?

7 A. Yes.

8 2 Q. Great. This is an examination
9 pursuant to Section 163 of the Bankruptcy and Insolvency
10 Act, and you have affirmed to tell the truth today?

11 A. Yes.

12 3 Q. Okay. Are you alone in that room?

13 A. Yes.

14 4 Q. And you're not communicating with
15 anyone except for us on this call right now?

16 A. That is correct.

17 5 Q. So no text, no emails up on your
18 phone?

19 A. No.

20 6 Q. Okay. Do you have any documents
21 with you?

22 A. I do not.

23 7 Q. Okay. And did you do anything to
24 prepare for this examination?

25 A. Had a brief phone call with Michael

1 yesterday.

2 8 Q. Okay. So I don't want you to tell
3 me about that.

4 A. Okay.

5 9 Q. Did you review any documents or
6 speak to anyone else?

7 A. No.

8 10 Q. Okay. I understand your birthday
9 was November 18th, 1998; is that right?

10 A. Correct.

11 11 Q. I'll just start, I think, with
12 some questions about your level of education.
13 Where did you go to high school?

14 A. Henry Street High School in
15 Whitby, Ontario.

16 12 Q. Did you graduate?

17 A. I did.

18 13 Q. When was that?

19 A. 2016.

20 14 Q. And after that did you pursue any
21 other education?

22 A. Yes. I went to Fanshawe College.

23 15 Q. That's in London, Ontario, right?

24 A. Correct.

25 16 Q. Right. And when was that?

1 A. That was in 2017 to 2020.
2 17 Q. So starting September 2017?
3 A. Yes.
4 18 Q. And ending in --
5 A. Ending in -- it was either
6 August -- it was either the summer semester or the
7 winter semester. I forget which one.
8 19 Q. So if it was the winter semester,
9 you would have ended it at the end of December
10 2019?
11 A. No, I would have ended April,
12 like, January to April.
13 20 Q. Okay. So you would have ended
14 April 2020?
15 A. Yes.
16 21 Q. Okay. And if it was the summer,
17 where would you have ended?
18 A. I would have ended in August.
19 22 Q. Okay. So either April or August
20 of 2020?
21 A. Yeah.
22 23 Q. Okay. What did you study?
23 A. Cyber security.
24 24 Q. And did you obtain any degree?
25 A. I did not, no.

1 25 Q. Okay. Any other formal education?
2 A. No.
3 26 Q. Any formal education in investing?
4 A. No.
5 27 Q. In cryptocurrencies?
6 A. No.
7 28 Q. In financial markets?
8 A. No.
9 29 Q. Or foreign currency markets?
10 A. No.
11 30 Q. So you have just learned all of
12 that by doing?
13 A. Essentially.
14 31 Q. Right. Did you learn any other
15 way?
16 A. YouTube videos, Google, quick
17 Google searches.
18 32 Q. So self-directed research?
19 A. Research basically.
20 33 Q. Okay, so I think that was our
21 first experiment with speaker issues. I asked
22 self-directed research, and then I didn't quite
23 hear what you said. I think you were agreeing with
24 me?
25 A. Yes.

1 34 Q. Okay. Great. Yeah, and, you
2 know, our court reporter said it, but we just have
3 to be quite careful about speaking over one
4 another.

5 A. Okay. My apologies.

6 35 Q. That's okay. And so your highest
7 level of education is this Fanshawe College
8 program?

9 A. Yes.

10 36 Q. Have you told people that you have
11 advanced knowledge of stockmarkets?

12 A. I have not.

13 37 Q. Or advanced knowledge of foreign
14 exchange markets?

15 A. I told people I was trading in the
16 foreign exchange markets. I don't recall telling
17 people that I had advanced knowledge in the foreign
18 exchange markets.

19 38 Q. And have you told people that you
20 had advanced knowledge of commodities markets?

21 A. No.

22 39 Q. I understand that you started
23 investing in 2015; is that right?

24 A. Correct.

25 40 Q. So you would have been still in

1 high school?

2 A. Yes.

3 41 Q. Right. And I take it you were 16
4 at the time?

5 A. Yes, 16 or 17.

6 42 Q. How did you get started in
7 investing?

8 A. I started investing in
9 cryptocurrency. I used to play video games where
10 you could purchase in-game items, or you could
11 purchase, like, in-game items in certain video
12 games, and then you'd be able to -- some video
13 games had different sales essentially where you
14 could save 15 to 20 or 25 percent some-odd by
15 purchasing these in-game items with cryptocurrency
16 as opposed to credit cards, debit cards. That's
17 part of my interest as to what cryptocurrency was,
18 and then from there essentially that's when I
19 started purchasing bitcoin and started investing in
20 some of the cryptocurrency markets, and that's what
21 peaked my interest because around the same time on
22 social media that's when I started seeing some
23 individuals as well posting luxury cars, posting
24 luxury lifestyles. Doing some research on some of
25 these individuals back then, if I recall correctly,

1 a majority of it was from cryptocurrency
2 investments, some real estate investments, and
3 that's what sparked my interest when it came into
4 the investing world.

5 43 Q. Okay. So let me unpack some of
6 that.

7 A. Okay.

8 44 Q. Let's talk about the video games.

9 A. Yeah.

10 45 Q. Was that Counter-Strike Go?

11 A. That was one of them.

12 46 Q. Right. What others?

13 A. Counter-Strike: Global Offensive
14 was one, Call of Duty was another one, Elder
15 Scrolls was another one. There were -- I believe
16 there were a couple more, but I don't recall
17 exactly which ones they were.

18 47 Q. Okay. Which Elder Scrolls?

19 A. Sorry?

20 48 Q. Which Elder Scrolls? Skyrim?
21 Oblivion?

22 A. No, Skyrim.

23 49 Q. Was that out in 2016 --

24 A. Yeah.

25 50 Q. -- or 2015?

1 A. Yes.

2 51 Q. And was that --

3 MR. SIMAAN: You're impressing me
4 right now, Alex.

5 MR. SOUTTER: Oh, okay.

6 BY MR. SOUTTER:

7 52 Q. Was that over Steam?

8 A. Yes.

9 53 Q. Did you used any other video game
10 platforms?

11 A. I owned an Xbox back then as well.

12 54 Q. But that didn't have anything to
13 do with the cryptocurrency discounts?

14 A. No.

15 55 Q. No.

16 A. The cryptocurrency discounts were
17 basically mods in the game that you could only
18 acquire on PC.

19 56 Q. Right. And you have a Steam
20 account, I understand, right?

21 A. I believe I still have an active
22 one, yes.

23 57 Q. Right. What's your username for
24 that account?

25 A. I don't remember what the username

1 is, but I can find it, or I can log in and obtain
2 that.

3 58 Q. Okay. I'm going to park the video
4 game chat for the moment.

5 So I think my original question was how
6 did you get started in investing, and your answer
7 was essentially you were playing video games and
8 wanted to buy in-game items, and cryptocurrency was
9 away of doing that. That's a fair summary?

10 A. Yes.

11 59 Q. All right. And where did you get
12 the money to start investing?

13 A. Birthday money from family. I
14 used to work as a baseball umpire back then. Some
15 more money from family. The majority of the money
16 came from family members.

17 60 Q. Right. And how much are we
18 talking about here?

19 A. I can't remember how much I
20 started investing back then.

21 61 Q. Right, but you were buying in-game
22 items for Counter-Strike and other video games. I
23 don't know, I've never purchased an in-game item or
24 a mod, I think you said, so how much are those?
25 Give me a sense.

1 A. They could -- they could range
2 anywhere from 3 cents all the way up to a few
3 thousand dollars.

4 62 Q. Okay. So you had a few thousand
5 dollars from family or from your umpire job; is
6 that fair?

7 A. Like I said, I can't remember how
8 much I had or started with back then.

9 63 Q. Right. And, again, I'm just
10 trying to get a sense here, but are we talking
11 about \$20,000, or are we talking about \$3,000, or
12 which of those two numbers is a better
13 approximation?

14 A. The 3,000 would be closer.

15 64 Q. Okay. And let me just try and
16 understand the mechanics of that. You would get
17 some amount of money, and I guess you would put it
18 into a bank account, and then you would use the
19 bank account to purchase cryptocurrency, which you
20 would then use to purchase the in-game item; is
21 that right?

22 A. No, because you couldn't
23 purchase -- or I didn't know how to purchase
24 cryptocurrency through a bank account back then, so
25 it would have been on -- with cash, or I do

1 remember purchasing pre-paid Visas since I didn't
2 have a Visa card back then.

3 65 Q. Okay. And so how would you
4 actually go about buying the cryptocurrency?

5 A. I would do it through websites. I
6 know I had a Binance account. Most of it would
7 have been through Binance or one or two other
8 exchanges that I do not remember the names of.

9 66 Q. Do you have any records of those
10 transactions?

11 A. I do not, no.

12 67 Q. No. Would they have emailed you
13 about, you know, thanks for buying a bitcoin, for
14 example? Would they have emailed you?

15 A. Most likely, yes.

16 68 Q. Okay. And which email is that?

17 A. That would have been my
18 [REDACTED] email.

19 69 Q. Okay. And that's spelled the same
20 way as your first and last name?

21 A. (No verbal response).

22 70 Q. Sorry, I didn't catch the answer
23 there.

24 A. Yes.

25 71 Q. Okay. Great. And I understand

1 there -- so it's [REDACTED]?

2 A. Yes.

3 72 Q. Okay. Great. Would they have
4 emailed any other email?

5 A. I don't think so.

6 73 Q. Okay. You now have another email
7 address, as I understand it. It's
8 [REDACTED], right?

9 A. I have not had access to that
10 email for about seven months now.

11 74 Q. Okay. Why is that?

12 A. Because I didn't pay the domain to
13 keep it active, so it got shut down.

14 75 Q. So I thought that was a Gmail
15 account?

16 A. Sorry, could you repeat the email
17 again?

18 76 Q. [REDACTED].

19 A. Oh, yes, that email -- I haven't
20 had access to that email in around the same time.

21 77 Q. And why is that?

22 A. I just haven't logged into it.

23 78 Q. Okay. But you could?

24 A. Yes.

25 79 Q. Okay. You mentioned that you had

1 another email, and you had not paid the domain fees
2 for it?

3 A. Yes.

4 80 Q. What email was that?

5 A. [REDACTED]

6 81 Q. Okay. And [REDACTED] is just
7 [REDACTED]?

8 A. Yes.

9 82 Q. Right. When did you start having
10 access to that -- I'll call it the admin account.
11 When did you start having access to that account?

12 A. Either the middle or end of 2021,
13 if I remember correctly.

14 83 Q. And you said you stopped having
15 access approximately seven months ago?

16 A. Yes.

17 84 Q. Okay. The

18 [REDACTED], when did you open that
19 account?

20 A. I think summer of 2021 or spring
21 of 2021.

22 85 Q. Okay. And other than those three
23 accounts, your two Gmail accounts and the admin
24 account, have you had any other email accounts?

25 A. No.

1 86 Q. Did you have a Fanshawe College
2 account?

3 A. Yes, I did have a Fanshawe college
4 email.

5 87 Q. Okay. What was that email?

6 A. I honestly don't remember. It
7 would have been either

8 [REDACTED], [REDACTED] or
9 [REDACTED], something along those lines.

10 88 Q. Okay. So other than those four
11 email accounts, then, have you had any other email
12 accounts?

13 MR. SIMAAN: During, like, what
14 period of time are we talking about?

15 MR. SOUTTER: Since 2015.

16 A. Yes, I did have one -- I remember
17 having one email. It was [REDACTED] like, you spell
18 [REDACTED], and then the number [REDACTED], and then
19 [REDACTED].

20 89 Q. Okay. And when did you have that
21 account?

22 A. Around when I was in high school,
23 and even before high school, I think elementary
24 school.

25 90 Q. Okay. Do you still use it?

1 A. No.

2 91 Q. No. When did you stop using it?

3 A. I think high school.

4 92 Q. Okay. The admin account, who was
5 the host for that account? Who were you paying to
6 have it active?

7 A. Google was the host of that
8 account.

9 93 Q. Okay. And --

10 A. It was a Gmail --

11 94 Q. Sorry, I think you said it was a
12 Gmail domain?

13 A. Yes.

14 95 Q. Okay. I was referring to the one
15 that was [REDACTED].

16 A. Yes.

17 96 Q. So you're telling me that that is
18 a Gmail domain?

19 A. Yes, it's hosted by Gmail.

20 97 Q. Okay. Thank you.

21 So I think I started by asking if you
22 were depositing money from your umpire job and your
23 family into a bank account, and you told me that
24 wasn't the case, which is fine. You did have a
25 bank account at the time, though, right, a

1 Scotiabank account?

2 A. Yes.

3 98 Q. That's the one ending 622, right,
4 the account number?

5 A. I don't memorize the account
6 number.

7 99 Q. Okay. Was that the only bank
8 account that you had open in 2015?

9 A. Yes.

10 100 Q. Okay.

11 A. I believe so.

12 101 Q. Okay. And you told me that you
13 did not have any credit cards at the time?

14 A. I don't believe I had a credit
15 card at that time, no.

16 102 Q. Okay.

17 A. I wasn't interested in it.

18 103 Q. And did you have any investment
19 accounts at the time?

20 A. No.

21 104 Q. And then other than the financial
22 account or the one or two other accounts that you
23 don't recall, did you have any other accounts where
24 assets were held?

25 A. No.

1 105 Q. No. Okay. This Scotiabank
2 account that you had in 2015, I guess you would
3 have been a minor when that was opened?

4 A. Yes, I would have been.

5 106 Q. Right. And so your parents would
6 have helped you open that?

7 A. I -- they didn't help me open it.
8 They solely opened it themselves.

9 107 Q. Oh, okay. So they opened the
10 account, and what do you mean when you say they
11 opened it themselves? Help me understand that.

12 A. It was opened when I was a baby or
13 shortly after I was born, if I remember correctly,
14 and -- or when I was very, very young, and then --
15 so I obviously wouldn't have been able to open it.

16 108 Q. Right. Okay. So they opened it
17 when you were very young, and eventually they added
18 you to the account; is that right? Do I understand
19 that correctly?

20 A. I think so.

21 109 Q. Okay. So they always essentially
22 had access to the account?

23 A. Yes.

24 110 Q. Right. Okay. I'm just going to
25 ask you about -- well, I guess let's put ourselves

1 in 2015. You got some money from this umpire gig
2 and your parents, and you were buying bitcoin to
3 buy things online, video game items?

4 A. Yes.

5 111 Q. Other than those funds, were you
6 investing other people's money at that point?

7 A. No.

8 112 Q. Right. And were you investing
9 other people's money while you were in high school?

10 A. No.

11 113 Q. In Fanshawe College?

12 A. No.

13 114 Q. Okay. So it would have been after
14 you graduated?

15 A. Yes.

16 115 Q. So sometime after either April or
17 August of 2020?

18 A. Yes.

19 116 Q. Right. And so if we find out
20 later when you graduated, how long after you
21 graduated would you say it was that you started
22 investing other people's money?

23 A. Fairly shortly after I graduated,
24 so I'd say within a few months, within a couple
25 months' time.

1 117 Q. Okay. I'd like you to find out
2 when you graduated for me and tell us that, please.

3 A. Okay.

4 118 Q. Okay. Thank you.

5 A. No problem.

6 U/T

7 119 Q. Were you living in London when you
8 went to Fanshawe College?

9 A. Yes.

10 120 Q. And when you graduated you came
11 home?

12 A. Yes.

13 121 Q. Okay. So you moved in with your
14 parents; is that right?

15 A. Yes.

16 122 Q. [REDACTED]?

17 A. Yes.

18 123 Q. Right. Okay. I also understand
19 that you moved into [REDACTED]?

20 A. Yes.

21 124 Q. When was that?

22 A. The end of 2020.

23 125 Q. Okay. So, like, November 2020?

24 A. November or -- I think it was
25 December. I think it was the early part of

1 December.

2 126 Q. Okay. Early December 2020. Yes?

3 A. Yes.

4 127 Q. Okay. Great. And that was an
5 apartment?

6 A. It was a house.

7 128 Q. Oh, it was a house. Okay. But
8 you rented it?

9 A. Yes.

10 129 Q. From Terry Chang?

11 A. Yes.

12 130 Q. And just for our reporter, that's
13 T-E-R-R-Y and then C-H-A-N-G.

14 Am I spelling that correctly?

15 A. Yes.

16 131 Q. Great. Did you have a lease
17 agreement with Mr. Chang?

18 A. Yes.

19 132 Q. How much was your rent?

20 A. I think it was 9,000 a month.

21 133 Q. \$9,000 a month?

22 A. Yes.

23 134 Q. Right. Do you have a copy of that
24 lease agreement?

25 A. It would be in the email. It

1 would have been in my emails when the trustee got
2 image via phone.

3 135 Q. This is the [REDACTED]
4 account?

5 A. Yes.

6 136 Q. And that would have been an email
7 from Terry Chang?

8 A. I think so.

9 137 Q. Okay.

10 A. He -- I don't remember him having
11 a real estate act on his behalf, so...

12 138 Q. Okay. Other than as landlord,
13 what was your relationship with Mr. Chang?

14 A. He was just my landlord, and at a
15 later date he later on became an investor.

16 139 Q. Okay. When was that?

17 A. When was he my landlord or --

18 140 Q. When did he become an investor?

19 A. I cannot remember that. It would
20 have been in the 2021 calendar year.

21 141 Q. Okay. And was that very quickly
22 after you started living at his -- at [REDACTED]
23 [REDACTED]?

24 A. It would have been after a few
25 months.

1 142 Q. Okay. So maybe in the spring,
2 maybe in the summer, but --

3 A. Yeah, maybe -- maybe in the
4 summer.

5 143 Q. Right. Do you recall how much he
6 invested?

7 A. I can't remember how much he
8 invested. I know it -- it would have been less
9 than -- it would have been less than 100 or
10 150,000.

11 144 Q. Why do you think that?

12 A. I don't know why I think that.

13 145 Q. Okay. Was he repaid?

14 A. I don't believe so.

15 146 Q. Okay. When did you stop living at
16 [REDACTED]?

17 A. I stopped living there full time
18 in -- it would have been when I moved into the
19 Burlington home, when that lease agreement started.

20 147 Q. So I'll come to the Burlington
21 home, and I understand there is an agreement in
22 respect of it. Did you move in on the same day
23 that that agreement was signed or a little while
24 later?

25 A. I moved in on the date that is on

1 the agreement when it becomes effective.

2 148 Q. Okay. I think previously you had
3 told the trustee that you moved in on March 12th,
4 2021. Does that ring a bell?

5 A. Yes.

6 149 Q. Right. And so you would have
7 lived at [REDACTED] until March 11th, the day
8 before?

9 A. Yes, March 11th or March -- well,
10 I guess technically March 12th because March 12th
11 is the date that I got the keys for that home.

12 150 Q. Okay.

13 A. So I would have left on March
14 12th.

15 151 Q. Okay. And you said you stopped
16 living there full time when you moved into the
17 Burlington home?

18 A. Yes.

19 152 Q. What does that mean, stopped
20 living there full time. You were living there part
21 time?

22 A. No. So I still had the lease
23 agreement active for the [REDACTED] house. I used
24 it mainly as an office space if people needed a
25 place to stay over for a night or two. If I was in

1 [REDACTED] for a night or two, I would stay there the
2 odd time, stuff like that.

3 153 Q. Okay. When did -- so you remained
4 a tenant, essentially?

5 A. Essentially.

6 154 Q. Right. And when did your tenancy
7 end?

8 A. It was supposed to end -- I
9 believe it was for three years, so it was supposed
10 to end for December of 2023, I believe, but it
11 officially ended -- or I stopped in the end of
12 winter or spring of 2022, I believe.

13 155 Q. And so from the time that you
14 moved in until the end of winter or spring -- well,
15 so from the time that you moved in to [REDACTED]
16 [REDACTED] until some point in 2022, either at the end
17 of winter or spring, you were a tenant --

18 A. (Audio cut out).

19 156 Q. Sorry, would you repeat that for
20 me?

21 A. It could have been the start of
22 summer too. It was just around that time.

23 157 Q. Okay. And you would have been
24 paying \$9,000 a month?

25 A. Yes.

1 158 Q. Right. Where did you get that
2 money to pay \$9,000 a month in rent?

3 A. From cryptocurrency and foreign
4 exchange trading profits.

5 159 Q. Okay. So let me just break that
6 down. So one source could have been cryptocurrency
7 profits?

8 A. Yes.

9 160 Q. And another could have been
10 foreign exchange trading profits?

11 A. Correct.

12 161 Q. And so when you say cryptocurrency
13 profits, are you talking about you bought a
14 cryptocurrency, it appreciated in value, and then
15 you sold it, and, therefore, profited? Is that
16 what you mean?

17 A. When I was -- when I mean
18 cryptocurrency profits, so instead of taking
19 multiple steps to liquidate the cryptocurrency or,
20 as you said, sold the cryptocurrency, let's say if
21 I had \$100,000 sitting in a cryptocurrency account,
22 and that 100,000 -- I was trading it, and it
23 appreciated to 110,000, and I had \$10,000
24 accessible in a bank account, I wouldn't take the
25 step to liquidate that \$10,000 in the

1 cryptocurrency account. I would take the 10,000
2 that was pre-existing in the bank account and then
3 use that.

4 162 Q. Okay, so help me understand this.
5 You would have some amount of cryptocurrency in an
6 account? Let's just start --

7 A. Yes.

8 163 Q. Let's start with that. So, you
9 know, you know this stuff a lot better than me, so
10 does that mean it's in a wallet somewhere, or it's
11 with a brokerage?

12 A. Both.

13 164 Q. So you would have cryptocurrency
14 in a wallet and in a brokerage?

15 A. Yes, but they -- that term can be
16 interchangeable.

17 165 Q. Okay. And what brokerage are we
18 talking about here?

19 A. Up until the end of 2021 Binance
20 was the main one.

21 166 Q. So from the point when you started
22 investing until the end of 2021, Binance was your
23 main cryptocurrency brokerage?

24 A. Yes, Binance was one that I used
25 quite a bit. I also used a wallet called BRD.

1 167 Q. Okay.

2 A. I had a Coinbase account as well.
3 I don't recall using the Coinbase account as heavy.
4 I registered an account with the cryptocurrency
5 brokerage called KuCoin, K-U Coin, however, I never
6 deposited anything into that account. And then
7 there were -- there were one or two other wallets
8 that I remember registering. I don't remember the
9 names of them, but I can find those out for you,
10 but they haven't been active since 2020 or 2021.

11 168 Q. Okay. Yes, please find those out
12 for me.

13 A. Yes.

14 U/T

15 169 Q. So you would have had some amount
16 of cryptocurrency in one of these accounts, let's
17 just say the Binance account, for example?

18 A. Yes.

19 170 Q. And it would have appreciated in
20 value?

21 A. Yes.

22 171 Q. Correct?

23 A. Yes.

24 172 Q. Okay. And help me understand the
25 next steps. You would have sold an amount equal to

1 the appreciation or --

2 A. No. When they appreciate in -- so
3 I kind of saw everything as one pool, I guess you
4 could say, so if I had money sitting accessible in
5 a bank account and the cryptocurrency account
6 appreciated by, call it, \$5,000, I would see that
7 as \$5,000 profit, and then I would take that \$5,000
8 out of the bank account instead of having to
9 liquidate it from the cryptocurrency account into a
10 bank account and then from the bank account just do
11 whatever with it from there because there -- when
12 you liquidate cryptocurrency, they always charge a
13 fee also known as a gas fee, and depending on the
14 amount, depending on the brokerage that you use,
15 there's a lot of variables, it determines what that
16 gas fee is. Sometimes with certain brokerages it's
17 a greater percentage, sometimes it's a lower
18 percentage. It also depends on the time of day,
19 the time of the year and so on and so forth and the
20 total volume in the market.

21 173 Q. Okay. So you would have
22 cryptocurrency in an account, and you would also
23 have money in a bank account, and you treated all
24 of this as one pool, and in order to avoid
25 disposition fees, so fees associated with selling

1 bitcoin, when your bitcoin appreciated in value,
2 you would withdraw the same amount as the value of
3 that appreciate from your bank account. Is that
4 all right?

5 A. Correct, yes.

6 174 Q. Okay. And are we still talking
7 about, you know, 2021 here, or is that always how
8 you operated?

9 A. That's typically always how I
10 would operate.

11 175 Q. Okay. So from when you started
12 investing all the way until you stopped investing?

13 A. Essentially.

14 176 Q. What do you mean "essentially"?
15 Are there exceptions to that?

16 A. Well, I mean yes.

17 177 Q. Okay. So --

18 A. When I say "essentially," I mean
19 yes.

20 178 Q. Okay. So other than that
21 activity, we started talking about what
22 cryptocurrency profits meant, and then you
23 described this activity that I just summarized.
24 Was there another way that you were -- like, would
25 you describe cryptocurrency another way, or is that

1 the only way that you'd describe them?

2 A. What do you mean by describe
3 cryptocurrency profits?

4 179 Q. So I think my original question
5 was how were you paying \$9,000 in rent to
6 Mr. Chang, and you told me that it was from both
7 cryptocurrency profit and foreign currency market
8 profits, right?

9 A. Yes.

10 180 Q. And I asked what that meant, what
11 cryptocurrency meant, and you described how you
12 would withdraw amounts from your various bank
13 accounts that matched the appreciation of your
14 cryptocurrency, and I just want to understand if
15 that's -- is that the only type of cryptocurrency
16 profit that we're talking about?

17 A. By the only time of cryptocurrency
18 do you mean, like, only bitcoin games or -- I'm not
19 really understanding -- sorry, I'm not really
20 understanding your question entirely.

21 181 Q. Okay. I guess I'm just trying to
22 understand what cryptocurrency profits means, and
23 you gave me an explanation, and I'm trying to
24 understand if that's the only explanation or if
25 there are other types of things that fall within

1 your understanding of cryptocurrency profits?

2 A. Well, from my understanding,
3 cryptocurrency profits are money that you make that
4 exceeds your initial deposit in cryptocurrency.

5 182 Q. Okay. So were you betting on the
6 cryptocurrency market at all?

7 A. I was trading on the
8 cryptocurrency market.

9 183 Q. So you were buying and selling
10 cryptocurrencies?

11 A. Buying, selling, staking, trading
12 cryptocurrencies between other cryptocurrencies,
13 yeah.

14 184 Q. Can you describe staking for me?

15 A. Yeah. Staking is basically where
16 you are betting for a certain cryptocurrency value
17 to reach a -- or where you're betting on a certain
18 cryptocurrency or holding certain cryptocurrency
19 for a certain amount of time, and you can also
20 pretty -- similar to option trading in the
21 stockmarket, you can bet on what a cryptocurrency's
22 value is going to be in the future.

23 185 Q. And so you said "similar to option
24 trading," so you would buy a -- you would buy
25 something that allowed you to buy bitcoin or

1 another cryptocurrency if it reached a certain
2 value, a certain price; is that correct?

3 A. Yes.

4 186 Q. Okay. Right. And what kinds of
5 cryptocurrency are we talking about here?

6 A. Dogecoin, Solana, bitcoin, BNB,
7 which is Binance coin, Cardano, Therium. There has
8 been hundreds of what they call shit coins, which
9 essentially are pump and dumps, which basically
10 means the coin can -- individuals can push the
11 market and make a coin's value go up an insane
12 amount, like, 40,000 percent in less than 24 hours,
13 and then essentially the coin will just dump and
14 drop right away. There was hundreds of those. I
15 don't remember the name of every single one of
16 them. And I remember SafeMoon was one of them
17 and -- yeah.

18 187 Q. Okay. And so I think, suffice it
19 to say, you were investing in a variety of
20 cryptocurrency?

21 A. Correct.

22 188 Q. Right. And was that right from
23 the beginning, or when you started were you only
24 investing in one kind?

25 A. No. When I started I was

1 investing in a variety as well. I obviously
2 started investing just in one kind to learn the
3 ropes and get used to it, but shortly thereafter,
4 that's when I started -- I would have started, I
5 guess you would say, diversifying within the
6 cryptocurrency world and investing in other coins
7 and --

8 189 Q. And -- sorry, I didn't mean to
9 speak over you.

10 A. Sorry, and start trading coin to
11 coin.

12 190 Q. Okay. And you started with
13 bitcoin?

14 A. Yes.

15 191 Q. Okay. Foreign currency profits we
16 had also talked about?

17 A. Yes.

18 192 Q. So do I understand that's sort of
19 the same thing, you would have foreign currencies
20 in a brokerage account somewhere, and if those
21 foreign currencies increased in value, you would
22 withdraw the same amount from your various bank
23 accounts?

24 A. Essentially, yes.

25 193 Q. Right. And I think you said

1 before when you say "essentially," you mean yes,
2 so --

3 A. Yes.

4 194 Q. Yes. Okay.

5 A. Sorry, I'll just try to keep it to
6 yes. I'll try to eliminate "essentially" from the
7 vocabulary for the next few hours.

8 195 Q. I understand. Appreciate that.

9 A. Mmhmm.

10 196 Q. Okay. And let's just start from
11 when you were living at [REDACTED]. Other
12 than these sources of funds, these profits, did you
13 have any other source of funds? Like, were you
14 employed?

15 A. I was not employed at the time,
16 no.

17 197 Q. Okay. Were you employed at any
18 time after that?

19 A. No.

20 198 Q. Okay. Did you ever work for GTA
21 Exotics?

22 A. No.

23 199 Q. At some point you started
24 investing other people's money?

25 A. Yes.

1 200 Q. Right. And it started with
2 friends and family?

3 A. Yes.

4 201 Q. And so that would have started,
5 what, after -- so that would have started sometime
6 after April or August of 2020, after you returned
7 from Fanshawe College?

8 A. Yes.

9 202 Q. Right. And it started with family
10 or friends first?

11 A. Friends first.

12 203 Q. Friends first?

13 A. Yes.

14 204 Q. Right. Okay. Which friends?

15 A. There were a group of people that
16 I used to hang out with in the -- before summer of
17 2020 I started hanging out with them. It was a
18 group of -- it was a group of six to seven people.
19 The first two -- I remember the -- I remember the
20 first two investors because they both started at
21 the exact same time, and their names were Aaron
22 A-A-R-O-N, last name [REDACTED], and
23 then his friend Carson, C-A-R-S-O-N, and I forget
24 Carson's last name.

25 205 Q. Okay.

1 A. They both live in [REDACTED].

2 206 Q. And who were the other friends?

3 A. There were investors that came in
4 after them. One of their names were -- was Jarret,
5 J-A-R-R-E-T, last name is Barbara, B-A-R --
6 B-A-R-B-A-R-A, Barbara.

7 207 Q. Okay. So I think you said there
8 were six or seven friends, so that's three?

9 A. Yeah, there was six to seven
10 friends in the group, but not all of them invested.

11 208 Q. Okay.

12 A. I just remember Carson and Aaron
13 because they were the very first two, and they did
14 it at the exact same time, and then I remember
15 Jarret as well because he used to come around that
16 group every once in a while. He was -- he was more
17 so of an acquaintance of mine, but a mutual friend
18 of theirs.

19 209 Q. Okay. So when you say the exact
20 same time, what time was that?

21 A. I remember it being warm out, so
22 it would have been early or late summer.

23 210 Q. Of 2020?

24 A. Yes. So it would have been a
25 month or two after I graduated school.

1 211 Q. Right. How much did they invest
2 with you?

3 A. Well, the two of them combined
4 less than -- less than 10,000.

5 212 Q. And Jarret?

6 A. I think I remember Jarret doing
7 only a couple or a few thousand.

8 213 Q. And when was that?

9 A. Shortly after Carson and Aaron.

10 214 Q. Okay. And they started investing
11 with you because they heard you had made successful
12 investments?

13 A. Yes.

14 215 Q. And you told them that?

15 A. Yes.

16 216 Q. Right. How did you tell them
17 that? In person? By email?

18 A. It would have been in person. I
19 think the way it happened, if I remember correctly,
20 is when we were driving around in some of the
21 cars -- or when we were driving around -- because
22 it was -- it was a car group, so they -- just
23 individuals that are into cars, I guess, they like
24 modifying their cars, they like old cars, they --
25 they treat their cars like it's their baby. At the

1 time I rented a few cars from GTA Exotics, and I
2 would bring them around to show some of my friends,
3 and then they asked where I got them from, told
4 them I rented the cars. They were asking how much
5 the car rentals were, and then basically as the
6 conversation went on, I -- I don't remember exactly
7 how the conversation happened back then, but they
8 asked me if they -- I could either teach them or if
9 they jump onboard with what I was doing or
10 something and so forth along those lines.

11 And then I do remember consulting with
12 one of my other friends at the time. His name was
13 David, common spelling, last name Munro, M-U-N-R-O.
14 Him and I -- or he said, okay, you are successful
15 in trading. I've seen you trade before. Let's --
16 you could potentially make some money or you could
17 start a business maybe where you kind of start your
18 own brokerage or you start your own fund, and
19 that's where that idea came.

20 And then Carson and Aaron basically
21 said I want to give you money, can you do something
22 with it, and I wanted to help them out as friends,
23 so I said, sure. I told them obviously there is a
24 risk associated with every single investment. They
25 said, okay, that's fine. And then I remember

1 meeting up with the both of them at the same time,
2 and then that's when -- to discuss more, and then
3 that's when everything kind of started.

4 217 Q. Right. So you were renting cars
5 from GTA Exotics, you said?

6 A. Yes.

7 218 Q. And I know there were quite a few
8 luxury cars in your life at one point, so fair to
9 say this was a luxury car?

10 A. Yes.

11 219 Q. Right. More than one?

12 A. Yes. It was a variety of
13 different cars that GTA Exotics had.

14 220 Q. Okay. And how much would you say
15 the rent for those cars was?

16 A. Depending on the vehicle, they
17 would range anywhere between \$300 per day all the
18 way up to \$2,000 per day.

19 221 Q. And is that what you would do, you
20 would rent them by day?

21 A. Yes, either by day or by half-day.
22 Sometimes I remember at GTA Exotics they would give
23 me cars for free sometimes because after I
24 started -- after I rented a couple of cars there, I
25 told them that I brought the cars to, like, these

1 car meets or car shows out in Durham. They got a
2 lot of attention, a lot of questions as to whose
3 the car was, where it came from, so then he -- or
4 GTA Exotics -- them at GTA Exotics, they pretty
5 much would say, okay, well, if we give you this
6 car, you could go over to these car meets and then
7 maybe bring some T-shirts with you as well that
8 were branded GTA Exotics and bring them to these
9 car meets and maybe use it as an advertising gig,
10 and could get the car for free for the night or for
11 the day or --

12 222 Q. Okay. So I guess what I don't
13 quite understand yet, and I'm hoping you can help
14 me with, is you're --

15 A. Yes.

16 223 Q. You're investing on your own in
17 cryptocurrency while you were in high school and at
18 Fanshawe College and, I suppose, for a short period
19 while you're home before you moved into
20 Mr. Chang's -- to [REDACTED]?

21 A. Mhmm.

22 224 Q. And you told me that you paid for
23 the rent for that house from cryptocurrency
24 profits, but that meant that you would withdraw
25 amounts from your bank account when your

1 cryptocurrency appreciated in value, right?

2 A. Yes, yes.

3 225 Q. Where did that money in your bank
4 account come from? Like, how did you have money in
5 it to withdraw?

6 A. Some of that money would come from
7 foreign exchange profits as well, and some of it
8 would come from cryptocurrency profits, some of it
9 came from me selling cryptocurrency as well because
10 I used to sell cryptocurrency to individuals, and
11 then they would either give me cash or they would
12 eTransfer me for the cryptocurrency, and the cash,
13 sometimes I would go and deposit it into my bank
14 account, or sometimes it was just living money,
15 grocery money, so on and so forth. And say, for
16 example, if I had \$100,000 in a cryptocurrency
17 account, and then that 100,000 appreciated to
18 110,000, and then an investor started investing
19 with a \$2,000 investment, and then eTransferred me
20 the funds, I would treat that \$10,000 profit as now
21 \$8,000 profit, if that makes sense.

22 226 Q. I didn't quite follow that, so can
23 you explain that to me another way?

24 A. I thought I explained it pretty
25 well.

1 MR. SIMAAN: Well, which part of it
2 do you say -- there was, like, a lot of different
3 things.

4 A. Yeah.

5 BY MR. SOUTTER:

6 227 Q. Well, let me ask you this: You're
7 using this example that you had \$100,000 worth of
8 bitcoin in an account, right?

9 A. Cryptocurrency.

10 228 Q. Okay, cryptocurrency. Did you
11 actually have \$100,000 in cryptocurrency in an
12 account?

13 A. That exact -- like, that exact
14 amount?

15 229 Q. No. At least that much.

16 A. Yes.

17 230 Q. Okay. Which account was that?

18 A. Binance.

19 231 Q. Binance. So --

20 A. Yeah, Binance.

21 232 Q. Okay. So when you were living at
22 [REDACTED], you had at least \$100,000 in
23 cryptocurrency in your Binance account, and if it
24 would appreciate in value, you would take out the
25 amount of the appreciation from one of your bank

1 accounts, right?

2 A. Yes.

3 233 Q. And you had money in your bank
4 accounts because you had previously sold some
5 cryptocurrency to other people?

6 A. Yes, or it could have been money
7 from, again, family for birthdays, Christmas,
8 holidays, anything. I know --

9 234 Q. We're talking about -- sorry?

10 A. -- I was collecting CERB at the
11 time too, so every single month I would get a
12 couple thousand dollars from CERB. I know I was
13 getting some tax return benefits as well.

14 235 Q. But we're talking about thousands
15 of dollars every month, right?

16 A. Yes.

17 236 Q. So were you receiving thousands of
18 dollars every month from family?

19 A. Not thousands every month from
20 family, no.

21 237 Q. So 1,000 or hundreds?

22 A. No, not hundreds.

23 238 Q. So when you say you received money
24 from family, what are we talking about here?

25 A. A few hundred to a couple

1 thousand, a few thousand at most, but --

2 239 Q. Every month?

3 A. Not every month. My birthday
4 month, the holidays.

5 240 Q. Okay.

6 A. Namely that, so end of the years
7 it would have been thousands.

8 241 Q. Right, but the primary source of
9 your money in your bank accounts, it must have been
10 from the sale of cryptocurrency, right?

11 A. Yeah, it would have been from
12 selling cryptocurrency, and then, like I said, the
13 money in my bank accounts. It was also -- since I
14 treated everything like one pool, so if investors
15 wanted to invest, then they eTransferred money, or
16 if they did up drafts or wrote cheques, wired
17 money, it would go into that bank account, and then
18 I would then essentially subtract that amount off
19 of the cryptocurrency gains and profits that I
20 would have or the foreign exchange profits that I
21 would have in those markets.

22 242 Q. Okay. So you said you started
23 with some friends. They were your first investors,
24 right?

25 A. Yes.

1 243 Q. And then your family started
2 giving you money to invest?

3 A. Yes.

4 244 Q. Right. And when did that start?

5 A. I can't remember when my family
6 started investing, to be quite honest with you.
7 It -- I can't remember if it was the end of 2020,
8 or I can't remember if it was the start of 2021. I
9 believe it -- hmm. I believe it would have been
10 the end of 2020.

11 245 Q. Right. And when you say family,
12 is that your father, Dragan Pleterski?

13 A. Yes, immediate family, so my
14 parents, I think my -- some of my extended family
15 started in the beginning of 2021 or mid-2021 or
16 within that calendar year.

17 246 Q. Okay. And just so that I'm sure
18 we're on the same page, your parents are Dragan
19 Pleterski, that's D-R-A-G-A-N, and that's your
20 father, right?

21 A. Yeah, yes.

22 247 Q. And your mother is Kathy
23 Pleterski, K-A-T-H-Y, right?

24 A. Yes.

25 248 Q. Right. How much were they

1 investing with you?

2 A. I can't remember how much they
3 started with, or I can't remember how much they
4 invested with me.

5 249 Q. Okay. Are we talking about 50 or
6 \$100,000?

7 A. I think it -- if I remember
8 correctly, it would have been within that range.

9 250 Q. Okay.

10 A. Yeah, I think --

11 251 Q. Where did they get that money
12 from?

13 A. I don't know. I guess that would
14 be a question for them. I know they have been
15 working, and my dad operated his own business for,
16 like, 30-something years, and I know they have
17 their own investment accounts. Yeah, my parents
18 are very --

19 252 Q. Okay.

20 A. My parents are very private with
21 their finances.

22 253 Q. Have they been repaid?

23 A. Yes. Yes.

24 254 Q. And when was that?

25 A. 2021, I believe.

1 255 Q. Okay. And was that the -- were
2 they repaid the same amount that they invested, or
3 did they receive a return on their investment?

4 A. I think they received close to the
5 amount that they put in. I don't remember if it
6 was equal to the amount, just under or just above.

7 256 Q. Okay. So why were they repaid in
8 2021, did they ask to be repaid, or what happened
9 there?

10 A. Well, yeah, they -- because they
11 were an investor as well, right, so they would
12 treat it and ask for money from their investment
13 account, just as other investors would.

14 257 Q. So they didn't receive everything
15 all at once; it was overtime?

16 A. Yes.

17 258 Q. Okay. After friends and family,
18 you started investing for people outside those two
19 groups, right?

20 A. Yes.

21 259 Q. So third parties?

22 A. Correct.

23 260 Q. And you treated their money the
24 same way; it was all in a pool?

25 A. Correct.

1 261 Q. Right. So I think Sascha Singh
2 was one of those third-party investors?

3 A. Yes.

4 262 Q. Right. And he started investing
5 with you in April of 2021?

6 A. I don't remember the month that he
7 started, but it may have been around that time.

8 263 Q. Sounds right?

9 A. Yeah, around that time.

10 MR. SIMAAN: Like, I'm just a
11 little worried we're sort of guessing at dates and
12 stuff, and maybe that's fine. I'm just a little --
13 if we've got the documents, can we just, like, put
14 them to the witness and get it sort of determined
15 right now? Because I think it will sort of help,
16 you know, with allowing the witness to kind of
17 recall the events as we two along. I just don't
18 want to have to, like, you know, come back and say,
19 oh, well, look, it turns out he started investing,
20 like, six months earlier when we have those
21 documents available right now.

22 MR. SOUTTER: Thank you.

23 MR. SIMAAN: And if you don't want
24 to put them to him, that's fine, but if you just
25 sort of -- if you've got access to them, Alex,

1 maybe you could just sort of say something like,
2 look, according to his contract maybe or something
3 like that, I don't know what it would be, or if you
4 just sort of say, you know, I can put it up on the
5 screen if you want to, or you can just take my word
6 that it's dated this date, does that sound about
7 right, you know, just something that will --
8 because we're just doing a lot of guessing about
9 dates and stuff like this, and I'm just not sure if
10 that's going to help with the record going forward,
11 and then it's going to have to bring us back and
12 sort of have to get examined on this examination,
13 which will sort of be a waste of time.

14 BY MR. SOUTTER:

15 264 Q. So these third-party investors had
16 also heard that you had made successful
17 investments, right?

18 A. That's what they tell me.

19 265 Q. Well, were you telling them that
20 you had made successful investments?

21 A. I told them I was trading in the
22 cryptocurrency space, and I was doing okay for
23 myself, and I told them I was trading in foreign
24 exchange as well.

25 266 Q. So I have asked a few questions

1 here about, you know, when people started to invest
2 and at what time and, you know, at what amount and
3 when they were repaid, et cetera, and I appreciate
4 you don't have a vivid memory of every penny on
5 every single day. Do you have records of those
6 investments?

7 A. Everything would have been in my
8 phone, which the trustee imaged.

9 267 Q. So is there a document -- did you
10 ever use a document to keep track of who invested
11 what amount and when?

12 A. Yes. There was a simple drawn-up
13 contract, one page in place. It was just print
14 name, print amount, print date, sign at the bottom,
15 and every time I would sign a contract, I would
16 usually take a picture of it with my phone, or it
17 would be over electronic DocuSign via email. If
18 there was a physical copy, each physical copy would
19 be with the investor.

20 268 Q. Okay, so sometimes you got these
21 by email?

22 A. Yes.

23 269 Q. Right. And was that your
24 [REDACTED] account?

25 A. Yes.

1 270 Q. Right. Would it have also been
2 your [REDACTED] account?

3 A. I don't believe so, no.

4 271 Q. Okay, or the admin account?

5 A. I also don't believe it would have
6 been the admin account.

7 272 Q. Right. The thirty 2 account?

8 A. No. I haven't used that email in
9 a few years.

10 273 Q. Right. So you'd have these
11 contracts, and maybe you took photos of them, and
12 maybe you got them by email, but would you keep an
13 actual record, like, a log of when someone
14 invested, what amount and what and when?

15 A. No, I never kept, like, an actual
16 log or a ledger.

17 274 Q. Right. So no Excel spreadsheet,
18 correct?

19 A. No.

20 275 Q. Right. And no, now, handwritten
21 notes in a book?

22 A. No handwritten notes, no.

23 276 Q. Right. So no document at all, no
24 records?

25 A. There was -- yeah, there was no

1 master record or no record of Excel spreadsheets of
2 when, who and whatnot. Everything was basically
3 over text message, and then the amount and whatnot
4 were just printed out on the contracts.

5 277 Q. The same goes, I guess, for
6 withdrawals, no records for withdrawals?

7 A. Correct. Everything was, again,
8 via section messages and whatnot.

9 MR. SOUTTER: Why don't we take
10 a short break. It's 11:14 by my clock. Should we
11 say 11:20?

12 MR. SIMAAN: Great.

13 (Recessed at 11:15 a.m.)

14 (Reconvened at 11:24 a.m.)

15 BY MR. SOUTTER:

16 278 Q. One of your investors was Matthew
17 Hinn, right?

18 A. Yes.

19 279 Q. H-I-N-N?

20 A. Yes.

21 280 Q. And he invested \$100,000; does
22 that sound right?

23 A. That sounds accurate.

24 281 Q. Right. And you'd text him about
25 this stuff, right? That's how you kept track of

1 these things?

2 A. I would -- I would text or DM
3 Matthew, or there were -- there were select
4 investors, a group of maybe ten to 15, if I
5 remember correctly, actually, where they
6 received -- they would receive spreadsheet
7 documents.

8 282 Q. Okay.

9 A. Just a free spreadsheet pretty
10 much showing their growth.

11 283 Q. Right. And was Matthew Hinn one
12 of these investors?

13 A. Yes, he was.

14 284 Q. Okay. I'm just going to show you
15 a screen shot of a text message here.

16 A. Yeah.

17 285 Q. Just let me know if you can see
18 this.

19 A. Yeah, I can see it. Hold on a
20 minute. Yeah, if I can zoom -- yeah, I can zoom in
21 as well.

22 286 Q. Okay. So this rings a bell; you
23 were texting with Matthew Hinn?

24 A. Yeah, that would have been me I --
25 yeah, that would have been me.

1 287 Q. Right. And I'll see if I can zoom
2 in for everyone's benefit here, but this is an
3 Excel spreadsheet, right?

4 A. Oh, now I'm too zoomed in. Hold
5 on.

6 288 Q. Sure.

7 A. Yes, that's a spreadsheet.

8 289 Q. Right. So this is a photograph of
9 a spreadsheet that you sent to Matthew Hinn?

10 A. Yes.

11 290 Q. And it say, initial investment
12 \$100,000 at the top?

13 A. Yes.

14 291 Q. And then one of the columns is
15 ROI. That's return on investment, right?

16 A. Yes.

17 292 Q. And then another is ROI return, to
18 translating that percentage to dollars?

19 A. Yes.

20 293 Q. And then on the far right there is
21 account balance, which is adding the ROI return
22 column to the initial investment, right?

23 A. Yes.

24 294 Q. Right. So, you know, I asked
25 before when you kept any records of these

1 investments, and you told me that it was just over
2 the phone, there were no other documents, no
3 records, but there's this Excel spreadsheet that
4 you kept, right?

5 A. I never actually kept or stored
6 anything on file. I would edit and change the
7 spreadsheets per the investors.

8 295 Q. So what does that mean? You never
9 actually saved this Excel spreadsheet anywhere?

10 A. No, I never saved the Excel
11 spreadsheets --

12 296 Q. So you would just --

13 A. Because when you send them in -- I
14 would send them an -- I would email them sometimes,
15 and then when you email them, you can just click on
16 it, and then it saves there in email.

17 297 Q. Okay, so some of these
18 spreadsheets you emailed to investors?

19 A. Yes.

20 298 Q. Right. And was that using your --
21 which email were you using for that?

22 A. That would have been the -- I
23 can't remember if it was the [REDACTED] email
24 or if it was the [REDACTED] email. It
25 was one of those two emails, though.

1 299 Q. Okay. How did you calculate this
2 ROI percentage?

3 A. The ROI percentage is basically
4 what cryptocurrency gains were or foreign exchange
5 gains were on a week-to-week.

6 300 Q. Right. So there was -- so you're
7 talking about this is how your entire portfolio did
8 over the week; do I understand that right?

9 A. Yes.

10 301 Q. Right. So in this first week, for
11 example, your entire portfolio went up by 6.59
12 percent?

13 A. Yes, that's what I calculated,
14 whatever week that was.

15 302 Q. Right. Is there any way of
16 checking this math? Do you have a record of your
17 portfolio value at that time?

18 A. I do not have a record of the
19 total portfolio value at that time, no.

20 303 Q. So would you have been investing
21 in -- you would have been using your Binance
22 account at the time, right?

23 A. I would have been using a variety
24 of accounts at the time. I would have been using
25 Binance, BRD. I would have been using

1 Wealthsimple, I would have been using FXChoice, I
2 would have been using another brokerage -- there
3 was another brokerage that I used. It was called
4 Vantage FX, vantage common spelling, and then FX,
5 no space. I don't believe they're still in
6 existence, though, because I know, similar to
7 Binance, they stopped serving Canadian users at a
8 certain time, and then I think that brokerage
9 totally blew up and shut down. There was also
10 another brokerage as well that I used, but not as
11 heavy. It was called Prosperity FX, Prosperity
12 common spelling, and then FX, again, no spaces.
13 And from what I recall and from what I remember,
14 those are the ones that I used. If others pop into
15 my head over the course of the call or after the
16 call if I remember using other ones, I will let you
17 know.

18 304 Q. Thank you.

19 A. Of course.

20 U/T

21 305 Q. So we would have to look at your
22 weekly returns on all of those brokerages to come
23 up with the 6.59 percent. Is that what I
24 understand?

25 A. Either that -- either that, or if

1 I know I made more than a certain value, say, for
2 example, if I know I made, like, 5.5, I would just
3 say 5 to leave a little bit of a push in it or 4.8
4 or something along those lines.

5 306 Q. So these are approximate values?

6 A. Yes, they're approximate, not
7 exact.

8 307 Q. So --

9 A. And --

10 308 Q. Go ahead.

11 A. Sorry. I wouldn't trade on
12 literally every single platform during the week.
13 Sometimes it would be, like, Binance and FXChoice
14 and Binance, FXChoice, Prosperity. It wouldn't be
15 every single platform.

16 309 Q. Right. And so you would sit down
17 with all of your account statements every single
18 week and figure out what the total percentage gain
19 was?

20 A. I wouldn't sit down with -- with
21 the statements. I would basically look at what I
22 started with at the beginning of the week and then
23 what I ended with.

24 310 Q. Right. What you started with
25 across all of your accounts?

1 A. Yeah, like, a general ballpark
2 figure.

3 311 Q. And what you ended with across all
4 of your accounts?

5 A. Correct.

6 312 Q. Right. I'm just going to scroll
7 down in this text message here. So after sending
8 the spreadsheet, you say, hey guys, there is your
9 account breakdown, Matthew, right? That's you?

10 A. Yes, it appears to be.

11 313 Q. Right. And you say, I have
12 accounting working on yours right now, Tanya?

13 A. Yes.

14 314 Q. Who's accounting?

15 A. I was accounting.

16 315 Q. So you're working on it?

17 A. Yes. I was working on hers by
18 editing the one that was in that screen shot or
19 that picture.

20 316 Q. Right. So why did you say
21 accounting?

22 A. I'm not sure. I could have said
23 I'm working on it as well. She -- Tanya -- Tanya
24 knew that I was the one that was working on it.

25 MR. SOUTTER: Okay. I think we'll

1 work this as the first exhibit, and I'll have it
2 uploaded to the share file folder.

3 MR. SIMAAN: Thank you.

4 EXHIBIT NO. 1: Screen shot of text
5 messages including a photo of a
6 spreadsheet sent to Matthew Hinn.

7 BY MR. SOUTTER:

8 317 Q. You said that you did this with a
9 few investors, right?

10 A. Yes, there was a small portion of
11 them.

12 318 Q. Okay. Who were those people?

13 A. I don't remember who every single
14 one was. I know Matthew was one. Tanya was one,
15 obviously. I think Stewart Wilson was one. His
16 girlfriend or wife or whatever they are, Victoria,
17 was another one. Who else? I remember a guy,
18 Jason Theofilos, was one. There was a couple,
19 Cara and Bob Funk, Cara spelled C-A-R-A, I think.
20 There are a few more, but off the top of my head
21 that's who I remember sending them out to via
22 spreadsheet.

23 319 Q. All right. So you didn't do it
24 with everyone?

25 A. No.

1 320 Q. All right. Just a few people?

2 A. Yeah.

3 321 Q. And so I understand the
4 spreadsheet, I mean, every week would you create a
5 new one and re-type out all the historical ROIs?

6 A. Well, the ROIs could have just
7 been copied and pasted because they were -- they're
8 the same week to week, so the ROIs typically would
9 stay, then it would just essentially be like a
10 starting balance that would switch and then the
11 name on it and any withdrawals or other deposits if
12 they did, I guess.

13 322 Q. Right. So, yeah, I mean, I
14 noticed there was a column for withdrawals. How
15 did you keep a record of withdrawals so you could
16 fill in that column?

17 A. It would be over text message
18 because they would always text me.

19 323 Q. Right.

20 A. And, like I said, sometimes the
21 spreadsheets were sent via email, so I could just
22 click on the spreadsheet, and then everything would
23 already be saved there.

24 324 Q. So you would refer to the last one
25 that you sent to them?

1 A. Essentially, yes. Yes.

2 325 Q. Right. Okay. You mentioned

3 Carson before. Is his last name Aiken?

4 A. No.

5 326 Q. No. That's a different Carson?

6 A. Yeah, I guess.

7 327 Q. All right. And then we spoke a

8 little bit about some of your emails. You also

9 have an email [REDACTED], like, the

10 numbers, correct?

11 A. Yes, yes.

12 328 Q. And that's [REDACTED]?

13 A. Yes.

14 329 Q. Okay. When did you start using

15 that email?

16 A. I started using that email when

17 the trustee had my phone wired, and I couldn't log

18 into my [REDACTED] email because I needed that

19 specific phone to gain access to that email.

20 330 Q. Right. I'm going to ask you some

21 questions about this Burlington property.

22 A. Okay.

23 331 Q. And you moved in there in March

24 2021?

25 A. Yes.

1 332 Q. And stopped living there in June
2 2022?

3 A. Yes.

4 333 Q. Right. And you had an agreement
5 to purchase that property, right?

6 A. I had an agreement to lease that
7 property, and then we talked about purchasing the
8 property as well, and the lease -- it was
9 structured for two years, and -- yeah, so the
10 lease, that was structured for two years, and then
11 if I remember correctly, there was an option that
12 the landlord presented to me to purchase the
13 property after the two-year lease.

14 334 Q. Okay. So I'm just going to pull
15 up a document here. Do you see that okay?

16 A. Yes, I can zoom in.

17 335 Q. So this is an agreement of
18 purchase and sale dated March 4th, 2021?

19 A. Okay.

20 336 Q. Do you see that?

21 A. Yes.

22 337 Q. Okay. And it lists the buyer.
23 That's you?

24 A. Yes.

25 338 Q. And the seller is a numbered

1 company, 1223408 Ontario Ltd.?

2 A. I see that.

3 339 Q. Right. Are those your initials at
4 the bottom there?

5 A. Yes.

6 340 Q. All right. And I'm scrolling down
7 here. This is the 11th page of the PDF. This is
8 your signature here?

9 A. Yes.

10 341 Q. Right.

11 A. Yes.

12 MR. SOUTTER: So why don't we
13 make this the next exhibit. I'll have it uploaded
14 to the share file as well.

15 EXHIBIT NO. 2: Agreement of Purchase
16 and Sale dated March 4, 2021.

17 342 Q. So you had agreed to buy this
18 Burlington property for \$8,490,000?

19 A. Yes. So this agreement, I do
20 remember only coming to effect -- coming into
21 effect if I was able to close on the home at the
22 end of the -- by the end of the lease term.

23 343 Q. Right. The closing would have
24 been March 10, 2023?

25 A. Yes.

1 344 Q. Right.

2 A. Yes, I see that, yes.

3 345 Q. Right. And you paid a deposit?

4 A. Yes, I remember paying a deposit.

5 346 Q. Right. To Garry Shapiro in trust?

6 A. That's what it says there, so,
7 yes, yeah.

8 347 Q. Right. So total 500,000 in two
9 installments. Do you remember that?

10 A. 500,000 in two installments?

11 348 Q. Yeah, a \$400,000 installment and a
12 \$100,000 installment.

13 A. Oh, yes.

14 MR. SIMAAN: That's what I thought
15 I remembered seeing, but just looking at this
16 document it says 100,000, so that's where it was.
17 Okay.

18 BY MR. SOUTTER:

19 MR. SOUTTER: Right. And who was
20 Mr. Shapiro?

21 A. Yes, Mr. Shapiro was the lawyer
22 for the landlord.

23 349 Q. Right. Your rent was
24 approximately \$42,000 a month?

25 A. Yes.

1 350 Q. Right. And you made 15 of those
2 rent payments?

3 A. I can't remember how many I made,
4 but...

5 351 Q. Okay. Your last payment was in
6 May of 2022?

7 A. Okay.

8 352 Q. Does that sound right?

9 A. Sounds about accurate.

10 353 Q. Okay. Other than the \$500,000 and
11 the rent that you paid to your landlord, those
12 \$42,000 a month, did you pay any other amounts to
13 the landlord?

14 A. No, I never paid any other amounts
15 of money to the landlord, no.

16 354 Q. Okay. 122 never -- that's the
17 vendor. I might refer to them as 122, okay?

18 A. Okay.

19 355 Q. So 122 never gave you written
20 notice it was terminating your lease, right?

21 A. No.

22 356 Q. No. Okay. Who did you negotiate
23 that agreement with?

24 A. I didn't negotiate. I didn't
25 really negotiate that agreement at all. I was

1 interested in the property and renting the
2 property, and I met with the landlords directly,
3 and then they decided to present the opportunity to
4 me where I could rent the home for -- for this
5 amount of dollars, and then if I'm successful on
6 closing the home, there's another agreement that
7 would go into place on a pre-existing purchase
8 price, and if I remember -- recall correctly, the
9 payments that I made, like, the rent payments
10 before, would go towards the purchase price of the
11 home.

12 357 Q. Okay.

13 A. That's -- I think that's how they
14 presented it to me.

15 358 Q. Okay. So you said you met with
16 the landlords directly. Who were you meeting with?

17 A. So I met with a gentlemen by the
18 name of Ray Gupta and his son Sandeep Gupta and
19 their lawyer Garry Shapiro.

20 359 Q. Okay. And Ray is R-A-Y, right?

21 A. I think so.

22 360 Q. And Sandeep is S-A-N-D-E-E-P?

23 A. Yes.

24 361 Q. Right. When did you meet with
25 them?

1 A. It would have been in the months
2 prior to the move-in. I don't remember the exact
3 date, but I'll say within a month and a half to
4 two -- I'll say within two months prior to the
5 move-in.

6 362 Q. Okay. So sometime February to
7 March or January to March of 2021?

8 A. Sometimes in that range.

9 363 Q. Okay. And they were
10 representatives of 122. They own that company; is
11 that right?

12 A. I believe so, if I was meeting
13 with them.

14 364 Q. Okay. Did you have any interest
15 in that company?

16 A. No.

17 365 Q. Right. Are you aware that the
18 Lakeshore property, the Burlington property, has
19 been transferred from 122 to another company?

20 A. I was not aware of that.

21 366 Q. Okay. So other than that first
22 meeting with Ray and Sandeep Gupta and their
23 lawyer, Garry Shapiro, have you met with them other
24 times?

25 A. Yes. I met with -- I met with

1 them other times as well to sign the agreements.
2 The meetings then in -- I only met -- I only recall
3 meeting with Ray the -- the one time, and then
4 after that it was mainly Garry and Sandeep.

5 367 Q. Okay. Were either Ray or Sandeep
6 Gupta investors?

7 A. No.

8 368 Q. You are aware that they are
9 associated with the Sunray Group of Companies,
10 right?

11 A. Yes.

12 369 Q. Right. Ray Gupta owns that group
13 of companies?

14 A. I believe so, yes.

15 370 Q. Right. And they own a number of
16 properties?

17 A. Yes, I know that.

18 371 Q. Right. You're currently living at
19 one, right?

20 A. Yes.

21 372 Q. Is that where you are now?

22 A. Yes.

23 373 Q. Okay. Do you pay rent?

24 A. No.

25 374 Q. No. Do you have an agreement with

1 either Ray or the Sunray Group regarding your stay?

2 A. I have a verbal agreement with
3 them stating I can stay here as however long I
4 like.

5 375 Q. Okay. So why would they agree to
6 do that?

7 A. Probably so I wasn't homeless.

8 376 Q. Okay. So what's your -- explain
9 to me your relationship with them.

10 A. He's my landlord.

11 377 Q. Well, you don't pay rent to him,
12 right?

13 A. No.

14 378 Q. And you're not living at the
15 Burlington property anymore?

16 A. No.

17 379 Q. Right. So you're telling me that
18 he's letting you live elsewhere for free despite
19 the fact you're not paying rent in respect to the
20 Burlington property?

21 A. Correct.

22 380 Q. Okay. And you're only
23 relationship with him is landlord?

24 A. Landlord, and I guess he could
25 also be, like, coach figure or mentor figure in my

1 life, especially right now, so...

2 381 Q. Okay. Sandeep Gupta, he had
3 several of your cars when you became bankrupt,
4 right?

5 A. Yeah. He was interested in
6 purchasing a few of them.

7 382 Q. And he had possession of them?

8 A. He had possession of a couple of
9 them, yes, or a few of them.

10 383 Q. Right. Like the Lamborghini
11 Huracan?

12 A. Yes, that was one of them.

13 384 Q. Right. Which other ones?

14 A. He had possession of that one. He
15 had possession of the McLaren Senna, an Audi R8. I
16 parked the Honda Civic Type R at one of their
17 properties, one of their hotel parking lots. And I
18 believe that was -- oh, and a Ferrari 488 Pista as
19 well.

20 385 Q. Let's talk about that Senna. You
21 bought it for \$1.5 million, right?

22 A. Yes, it would have been around
23 that price.

24 386 Q. Right.

25 A. I think it was --

1 387 Q. When was --

2 A. I think it was actually
3 slightly -- slightly less than that, and I believe
4 purchased that car the -- it was in the 2021
5 calendar year over -- it was over the summer. I
6 can't remember -- I can't remember if it was
7 mid-summer, late summer, but I remember in and
8 around that time.

9 388 Q. I mean, June 2022 you received an
10 offer to buy it?

11 A. I don't think I did.

12 389 Q. Okay. So I'm going to show you
13 some texts that might refresh your memory here.

14 A. Okay.

15 390 Q. So, you know, we talked about the
16 trustee imaging your phone?

17 A. Yes.

18 391 Q. These are text messages from your
19 phone?

20 A. Yeah.

21 392 Q. So these are messages between you
22 and a person, Horst Pfaff McLaren?

23 A. Where your cursor is?

24 393 Q. Right.

25 A. Yes.

1 394 Q. Right. And in the second row,
2 June 25th, 2022, you send an outgoing text to him
3 saying, okay, I'm just reaching out because as per
4 our convo I got an offer on my Senna of 1.85 M
5 yesterday morning?

6 A. Yes.

7 395 Q. Right. So that's 1.85 million?

8 A. Yes.

9 396 Q. Right. And then you go on, and
10 you say, they already gave me a deposit of 200K.
11 That's 200,000, right?

12 A. Yes.

13 397 Q. Right. Okay. So you got an offer
14 to buy the McLaren Senna?

15 A. So -- no, actually. So that text
16 was not accurate at all; however, I did send it to
17 him, so there was a lien on the McLaren Senna, and
18 with those types of cars -- with those types of
19 hyper cars, I thought the lien was a lien by
20 McLaren for a first right of -- very first right of
21 refusal for the car, so in order to get that lien
22 taken off, I had texted this to Horst, who I know
23 at McLaren Pfaff; however, it turns out the lien
24 wasn't put on by McLaren, the lien was actually a
25 fraudulent lien put on by somebody else that was

1 trying to export me for money at the same time, and
2 I believe that lien is still on that car.

3 398 Q. Okay. So when you told Horst that
4 you had an offer for your Senna, that was not true?

5 A. Correct.

6 399 Q. And when you told him that you got
7 a deposit for it of \$200,000, that was not true?

8 A. Correct.

9 400 Q. Right. You tell him a few minutes
10 later, the last of the blue rows here, we have
11 assigned agreement with it too, so you're talking
12 about at least in this text a signed agreement for
13 the sale of the car, right?

14 A. I would have been -- yeah, I
15 texted that to him.

16 401 Q. Right. Was that true?

17 A. No.

18 402 Q. No. And the text above that you
19 said, we did everything through my real
20 estate/business lawyer?

21 A. Yes.

22 403 Q. Who is that? Do you have a real
23 estate or business lawyer?

24 A. I used Garry -- so I used a couple
25 of lawyers, so to create businesses I used a lawyer

1 by the name of Jeff Levy, first name Jeff, common
2 spelling, last name Levy, L-E-V-Y.

3 404 Q. Okay. And just so we're
4 supervisor clear, is that J-E-F-F?

5 A. Yes.

6 405 Q. Okay. So he would create
7 businesses for you?

8 A. Yeah. So Jeff Levy would just
9 create businesses and companies for me, and then
10 for the real estate lawyer I also used Garry
11 Shapiro as well after I had met them through the
12 Burlington property.

13 MR. SOUTTER: Right. Okay. We'll
14 mark this as the next exhibit.

15 MR. SIMAAN: Is this the whole
16 document, just this one page?

17 MR. SOUTTER: It's an extract from
18 text messages, yes.

19 MR. SIMAAN: Okay.

20 EXHIBIT NO. 3: Extract of text
21 messages between Aiden Pleterski and
22 Horst Pfaff McLaren.

23 BY MR. SOUTTER:

24 406 Q. Okay. So you didn't see an
25 agreement to sell it, and you didn't ultimately

1 sell the car; you gave it to Ray Gupta instead?

2 A. I didn't give it to Ray. I gave
3 it to Sandeep.

4 407 Q. Okay. You gave it to Sandeep
5 Gupta, and that was in March of 2022?

6 A. Yes.

7 408 Q. Okay.

8 A. I think it was around that time.

9 409 Q. Okay. And that was security for
10 your obligations under the agreement to purchase
11 the Burlington property?

12 A. Yeah. So I started falling
13 behind, or the rent payments were coming in a
14 little bit late, like, a couple of days late, and
15 then I think they were getting a little bit nervous
16 because they were -- the rent payments were coming
17 in late, so they wanted some sort of security to be
18 held until the closing of the home, and then if I
19 was able to close on the home, I would get whatever
20 that security was back. And then the security that
21 was handed over was the security for the -- or was
22 the McLaren Senna. Now, since it was being held as
23 security for them, I obviously didn't want to incur
24 any costs for insurance or storage or anything like
25 that, so it was in their possession, and they were

1 incurring those costs, so they -- I remember them
2 taking the car at a lower -- at a lower value,
3 like, collateral value. It was somewhere between
4 50 to 70 percent of the vehicle's sale value or
5 retail value, I guess you could say, and, yeah,
6 I -- I remember it was being held by them, but I
7 can't remember if or when they actually signed it
8 over.

9 410 Q. Okay. So you knew in June of 2022
10 that the car was worth 1.85 million. I'm guessing
11 why you texted that to Horst, right?

12 A. I don't think it would have been
13 worth that much. That probably would have been a
14 little bit excessive.

15 411 Q. So one and a half million, then?

16 MR. SIMAAN: Well, one second.
17 Let's not be guessing at the numbers. He's
18 obviously said he's getting rid of his right of
19 first refusal, so he's going to give them a higher
20 number so that he doesn't want to enter into the
21 purchase was the concept, but, like, I don't think
22 he's qualified to just be guessing at valuations of
23 these things. That's something, I think, an expert
24 should be dealing with.

25 BY MR. SOUTTER:

1 412 Q. So I'm asking what you thought the
2 value was in June of 2022, and you said you didn't
3 think it was 1.85 million, and I just asked if you
4 thought it was 1.5 million.

5 A. I think 1.5 million would have
6 been more realistic.

7 413 Q. Okay.

8 A. Maybe even a little bit less than
9 that.

10 414 Q. Okay. I think at the first
11 meeting of creditors you said that the collateral
12 value was \$900,000. Sounds right?

13 A. It was around that ballpark, yes.
14 I remember it -- I remember it being less than a
15 million, but I can't remember the exact value.

16 415 Q. Okay. Did you have any agreement
17 with Sandeep or Ray Gupta regarding the transfer of
18 this vehicle or its use as collateral?

19 A. I don't remember having an
20 agreement with the two of them, no, other than just
21 verbal.

22 416 Q. Okay. Did you email them about
23 it?

24 A. I didn't email them about it, no.

25 417 Q. Okay. I'd like to ask you about a

1 different property.
2 A. Yes.
3 418 Q. 124 Hall Street in Richmond Hill.
4 A. I don't know what that property
5 is.
6 419 Q. Okay. So we're putting up a copy
7 of a cheque here. Do you see that?
8 A. Yes.
9 420 Q. I should say a bank draft,
10 actually.
11 A. Okay.
12 421 Q. I think that's what it is.
13 A. Yeah.
14 422 Q. So this is drawn from one of your
15 accounts; is that right?
16 A. Yes.
17 423 Q. Right. At TD?
18 A. Yes.
19 424 Q. And you bought it?
20 A. Yes.
21 425 Q. It was a \$100,000 bank draft?
22 A. Yeah.
23 426 Q. And on the "re" line we see 124
24 Hall Street, Richmond Hill?
25 A. I did not write that. That's not

1 my handwriting.

2 427 Q. Okay. So when you bought this
3 bank draft, it looks like in December 2021, right?

4 A. Yes.

5 428 Q. So when you bought the bank draft,
6 what were you buying it for?

7 A. I think that was a draft for a
8 creditor or an investor, like, a withdrawal.

9 429 Q. Like, paying them back?

10 A. Yeah, and they told me to make it
11 out to that company instead, Re/Max Gold Realty.

12 430 Q. Okay. Which creditor was that?

13 A. I can't remember which creditor it
14 was. It might be in my text messages on my -- on
15 my old phone if you were to do, like, a control F
16 or a find and then search Re/Max Gold Realty. I
17 don't know if that's an option.

18 MR. SOUTTER: Okay, so we'll just
19 mark that as the next exhibit and upload it to the
20 share file.

21 EXHIBIT NO. 4: Bank draft in the
22 amount of \$100,000.

23 MR. SIMAAN: I think you could also
24 just do a search for that property.

25 WITNESS: Yeah, absolutely, or if you

1 were to find the -- do a search on the company and
2 find out who the director was.

3 BY MR. SOUTTER:

4 431 Q. Jeff Levy, this lawyer who
5 incorporated businesses for you --

6 A. Yes.

7 432 Q. What businesses did he incorporate
8 for you?

9 A. I believe he did my AP Private
10 Equity email. There were a couple of other
11 companies as well that I had him incorporate
12 because I wanted -- I was thinking about starting
13 another business. There was one called Tersk
14 Business Solutions. I think I -- I created that
15 business with the exhibit to purchase other
16 businesses under that company. There was another
17 one called Tersk Garage Limited that -- I was
18 actually going to start going for OMBIX
19 certification and start my own car dealership. And
20 then there was another one -- another one that
21 started with Tersk. What was it called? Oh, Tersk
22 Developments Limited, and that one was intended for
23 purchasing real estate.

24 433 Q. Right. Did you purchase any real
25 estate through that company?

1 A. No.

2 434 Q. Did it have any assets?

3 A. No.

4 435 Q. What about Tersk Garage Limited?

5 A. Tersk Garage Limited I remember
6 putting a car lease under that company. I believe
7 it was for the Ferrari 488 Pista. I can't remember
8 if it was under that company or under my personal
9 name, but I remember trying to put it under that
10 company, but there were other certain stipulations
11 as to why I couldn't put it under that company, so
12 I think the lease was in my name, but that
13 company's name would have been somehow attached or
14 affiliated with that.

15 436 Q. Right. I'm going to pull up
16 another document here.

17 A. Yes.

18 437 Q. So this is a lease agreement.
19 This is the document you were talking about?

20 A. Let me see. Yes.

21 438 Q. Right. So you and Tersk Garage
22 Limited were co-lessees?

23 A. Yes.

24 439 Q. Right. I see you paid a cash down
25 payment of \$250,000?

1 A. Yes.

2 440 Q. Right. Where was that money from?

3 A. That money would have been from,
4 again, cryptocurrency and trading, money and
5 trading profits at the time.

6 441 Q. Right. Did you withdraw it from a
7 bank account?

8 A. I think so. Yeah, it would have
9 been a draft.

10 442 Q. Okay. Was that one of your
11 accounts or an account that Tersk Garage Limited
12 had?

13 A. It was one of my accounts.

14 443 Q. Right. So that was -- you said it
15 was proceeds of trading, so it was the money that
16 investors had deposited into your accounts, right?

17 A. It would have been from probably a
18 mix or a variety of things. It would have been
19 from investment money, it would have been from --
20 if I was buying or selling, I don't know, a variety
21 of things like precious metal and whatnot and so on
22 and so to the.

23 444 Q. Right. So either investor
24 deposits or the proceeds of your investments, which
25 were purchased using investor deposits?

1 A. Yeah, because, like I said, it --
2 I wouldn't -- I wouldn't move the gains from the
3 crypto markets or anything like that.

4 MR. SOUTTER: Okay. We'll mark
5 that lease agreement as the next exhibit.

6 MR. SIMAAN: Yeah.

7 EXHIBIT NO. 5: Lease agreement for the
8 Ferrari 488 Pista.

9 BY MR. SOUTTER:

10 445 Q. I'm going to pull up another
11 document here associated with that car.

12 A. Okay.

13 446 Q. So this is a credit application,
14 and that's your signature at the bottom, right?

15 A. Yes.

16 447 Q. Right. So you were applying for
17 credit on behalf of Tersk Garage Limited?

18 A. Yes.

19 448 Q. Right. And you identify yourself
20 as a director of that company?

21 A. Yes.

22 449 Q. Right. And that company has an
23 account with Scotiabank?

24 A. Yes, they do.

25 450 Q. Right. And your contact there was

1 a Khaled DeJani?

2 A. Yes. He was the branch manager
3 for the Burlington location.

4 451 Q. Right. And that's K-H-A-L-E-D,
5 and then DeJani is D-E-J-A-N-I?

6 A. Yes.

7 452 Q. Right. And he was your contact in
8 the just in respect of this account but other
9 accounts you had at Scotiabank, right?

10 A. Well, yes, however, I was -- I
11 knew a lot of the people at that branch, so I would
12 typically just walk in and then just see one of the
13 tellers, and then if Khaled was in his office, I'd
14 pop in and just say hi quick. It's not like I
15 would always message or email Khaled every single
16 time.

17 453 Q. Got it. But you did email him?

18 A. Yes.

19 454 Q. Right. And was that using the
20 [REDACTED] account?

21 A. No.

22 455 Q. No?

23 A. No.

24 456 Q. Was that the

25 [REDACTED] account?

1 A. Yes.

2 457 Q. Okay. So on this credit
3 application you list three major trade references,
4 right?

5 A. Yes.

6 458 Q. And the first is Steinbach
7 Kitchens?

8 A. Yeah.

9 459 Q. That's your father's company?

10 A. Yes.

11 460 Q. Right. Did Tersk Garage Limited
12 ever trade with Steinbach Kitchens?

13 A. Every trade with Steinbach
14 Kitchens?

15 461 Q. Buy other sell things from them?

16 A. No.

17 462 Q. Do any business with them?

18 A. No.

19 463 Q. No. Okay. And the second
20 reference is MTLI and then hyphen Commercial Moving
21 Company?

22 A. Yes.

23 464 Q. That's Mitchell Learning's
24 company?

25 A. Yes.

1 465 Q. Right. Did Tersk Garage Limited
2 every do any business with that company?

3 A. No.

4 466 Q. Okay. The third reference is the
5 Paljak Group, P-A-L-J-A-K?

6 A. Yeah.

7 467 Q. And the owner there is listed
8 Jake. Is that Jake Polenz?

9 A. Polenz.

10 468 Q. Polenz?

11 A. Yes.

12 469 Q. P-O-L-E-N-Z?

13 A. Yes.

14 470 Q. Right. Did Tersk Garage Limited
15 every do business with the Paljak Group?

16 A. No.

17 471 Q. Right. It never did any business,
18 right?

19 A. No, it never did any business.

20 MR. SOUTTER: Right. Okay. Mark
21 that as the next exhibit.

22 EXHIBIT NO. 6: Credit application for
23 the Ferrari 488 Pista.

24 BY MR. SOUTTER:

25 472 Q. I'm going to ask you some

1 questions about 725 Westney Road South in Ajax.

2 A. Okay.

3 473 Q. You used to rent space there,
4 right?

5 A. Yes.

6 474 Q. To store cars?

7 A. That was the intention.

8 475 Q. Okay. So you didn't actually
9 store cars there?

10 A. No.

11 476 Q. Did you store other things?

12 A. No.

13 477 Q. No. And Colin Murphy also rented
14 space there, right?

15 A. Yes.

16 478 Q. Right. And you and he entered
17 into an agreement to buy that property?

18 A. Yeah.

19 479 Q. Right. For 5 and a half million?

20 A. Yes.

21 480 Q. And there was a \$500,000 deposit?

22 A. Yes.

23 481 Q. Right. Did you pay that?

24 A. I paid that, yes.

25 482 Q. Right. The vendor -- do you know

1 who the vendor was?

2 A. I do not know who the vendor was.

3 483 Q. Who did you negotiate the
4 agreement with?

5 A. I didn't. Colin looked at me and
6 said, did you want to buy it -- do you want to buy
7 this place, and I was, like, sure, it would be
8 cool, and then he said, okay, I'll get everything
9 in place, and I was, like, okay, and then I heeded
10 the negotiating part of it.

11 484 Q. Okay. So I'm just going to put up
12 that agreement and make sure we're on the same page
13 here. So you see that?

14 A. Yeah.

15 485 Q. Right. So this is an offer
16 summary document, and then if I scroll down,
17 there's the agreement of purchase and sale?

18 A. Yeah.

19 486 Q. Right. And so this seller, 26493
20 60 Ontario Inc., do you know who the principals of
21 that company are?

22 A. No, I do not.

23 487 Q. No. But this is the agreement to
24 purchase the Westney property, right, and that's
25 your signature?

1 A. Where?

2 488 Q. At the --

3 A. Yeah.

4 MR. SOUTTER: Right. Okay. So
5 we'll mark that as the next exhibit.

6 EXHIBIT NO. 7: Agreement for Purchase
7 and Sale of 725 Westney Road South.

8 489 Q. So let's talk about Colin Murphy.
9 Who is he?

10 A. Colin Murphy is a guy that I met
11 in a car circle.

12 490 Q. Okay. And he was a business
13 partner of yours?

14 A. I wouldn't say he was a business
15 partner of mine. He started out as an investor,
16 and then he started bringing more money and more
17 money and more money and then eventually told me
18 that the money he was investing -- I can't remember
19 if he told me or if I found out otherwise, but
20 found out it wasn't actually his money, and then he
21 was -- I found out he was potentially raising
22 capital in other people's money without telling me
23 and then just giving it to me as an investment as
24 it was his.

25 491 Q. Okay. How much money did he give

1 to you in total?

2 A. I can't remember the exact amount,
3 but he physically gave me -- I know it was less
4 than 500,000, but -- I know it was less than
5 500,000, but I know it was greater than 250,000.
6 It was somewhere in that range, between 250 and
7 500,000.

8 492 Q. Okay. And was he repaid?

9 A. He was repaid.

10 493 Q. When was that?

11 A. Over the 2021 calendar year.

12 494 Q. Okay. So in installments or all
13 at once?

14 A. In installments.

15 495 Q. Okay.

16 A. He actually -- he actually
17 profited.

18 496 Q. So he received a return on his
19 investment?

20 A. Yes.

21 497 Q. How much was that?

22 A. The return was -- I think in total
23 back he received over -- I think he received over a
24 million dollars back, to be honest with you. I
25 can't remember the exact amount, but I know he was

1 one of the individuals that profited from this
2 investment.

3 498 Q. Right. So he invested between
4 250,000 and 500,000?

5 A. Yeah.

6 499 Q. And he received approximately a
7 million in total, or is that after being repaid his
8 principal?

9 A. No, in total. It could have been
10 a little bit more than that too. Like I said, I
11 can't remember the exact amount or the exact
12 figure.

13 500 Q. Okay. Do you have any records of
14 any of the investments made by Mr. Murphy for the
15 payments made to him?

16 A. I do not, no. If I do, they would
17 have been in my phone on the trustee images.

18 501 Q. Where is he now?

19 A. I have no idea.

20 502 Q. Do you have his contact
21 information?

22 A. I do, yes. I gave it -- I gave it
23 to the trustee in one of the early meetings, but I
24 know he disconnected his number or it's dead or
25 changed his number, but I did provide the trustee

1 with that image.

2 503 Q. So what you gave the trustee,
3 that's the only contact information you have for
4 him?

5 A. Yes.

6 504 Q. Okay. Does he have any of your
7 assets?

8 A. No.

9 505 Q. No. Nothing?

10 A. Nothing.

11 506 Q. Okay.

12 MR. SIMAAN: Well, when we say his
13 assets, I mean, I think he's responsible for
14 250,000 of that \$500,000 down payment, so do you
15 mean, like, an account receivable? Does that count
16 as an asset? It usually does in the financial
17 statement.

18 BY MR. SOUTTER:

19 507 Q. Does he have any of your tangible
20 personal property?

21 A. No.

22 508 Q. Did you have an agreement with him
23 about that deposit being paid?

24 A. Yeah. So I had a verbal agreement
25 with him stating that he was supposed to -- when it

1 came to closing on the property, the amount I would
2 pay would be subtracted by 250,000 because the
3 intention was to split everything down the middle,
4 but he said why don't you just pay the full amount,
5 and then when you go to close on the property, we
6 just subtract 250,000 off what you pay, and I said,
7 okay, no problem, and then obviously we didn't
8 close on the property, so -- sorry.

9 509 Q. Did you apply for financing to
10 purchase the Westney property?

11 A. No.

12 510 Q. No?

13 A. No.

14 511 Q. How about to purchase the
15 Burlington property?

16 A. No.

17 512 Q. Have you ever applied for a
18 mortgage?

19 A. No.

20 513 Q. So Jeff Levy helped you
21 incorporate APP Private Equity Limited, Tersk --
22 and that's T-E-R-S-K, right?

23 A. Yes.

24 514 Q. Right. Tersk Business Solutions
25 Limited, Tersk Garage Limited and Tersk

1 Developments Limited?

2 A. Yes.

3 515 Q. Right. Any other companies?

4 A. Off the top of my head, those are
5 the only ones that I remember him incorporating for
6 me.

7 516 Q. Okay. Do you have any other
8 companies?

9 A. No, I don't think so.

10 517 Q. Did anyone else help you
11 incorporate companies?

12 A. No.

13 518 Q. No?

14 A. Not from my knowledge, no.

15 519 Q. Okay. I'd like you to ask
16 Mr. Levy for a record of all companies that he
17 incorporated for you, okay?

18 A. Okay.

19 U/T

20 MR. SOUTTER: Okay. Why don't we
21 break there for lunch.

22 (Recessed at 12:25 p.m.)

23 (Reconvened at 1:22 p.m.)

24 BY MR. SOUTTER:

25 520 Q. Okay. So we had some discussion

1 off the record about email accounts, and I require
2 the login information for the following emails
3 accounts, [REDACTED],

4 [REDACTED],

5 [REDACTED] and

6 [REDACTED].

7 Now, I understand that you want to
8 consider that. In the event that you do not give
9 those things, those log in details, I would like
10 all emails from those accounts for the period
11 starting when Mr. Pleterski graduated from Fanshawe
12 college until the date of bankruptcy, and I
13 understand you're going to consider that as well?

14 MR. SIMAAN: Yes.

15 U/A

16 MR. SOUTTER: Those are the things
17 that we require, and hopefully once you've had an
18 opportunity to consider, we can have some further
19 discussion on that.

20 MR. SIMAAN: Yes. So just so we're
21 clear, the second part of it, the alternative, I
22 guess, requests that you're making, we certainly
23 would agree to and just sort of have to figure out
24 how to do that in a practicable manner, and it may
25 be the practical manner to do it is to do the first

1 one. I do note that you didn't ask -- I don't
2 think you asked for everything -- I don't think you
3 asked for everything, all the email accounts we
4 talked about this morning. I couldn't write them
5 down quick enough, everything you were just saying
6 there, but I seem to recall there were other ones
7 that you didn't mention like baseball thirty 2 or
8 thirty 2 baseball or something like that.

9 MR. SOUTTER: I left out the thirty
10 2 baseball because his evidence was that that was
11 never used for any of this business, so --

12 MR. SIMAAN: All right, but
13 certainly the one that had the AP -- I think
14 there's an AP equity one or something like that.

15 MR. SOUTTER:

16 [REDACTED].

17 MR. SIMAAN: Right. That one it
18 would be hard to imagine that we wouldn't give you
19 the login particulars for it, just given the times
20 of when it was sort of around and all that kind of
21 stuff or the admin as well, which I don't think
22 exists maybe anymore, I think is what I understood,
23 but I'm just going to take it all under advisement
24 right now, but I can certainly say the alternative
25 portion of it would be an undertaking.

1 MR. SOUTTER: Okay.

2 U/A

3 MR. SOUTTER: And just in terms of
4 timing, I know you're away for approximately a
5 week. Can we say the 7th? I think you're back by
6 then.

7 MR. SIMAAN: I'm back on the 5th,
8 so you want my position you mean by the 7th?

9 MR. SOUTTER: Well, your position on
10 the first request, and I understand there is no
11 issue at least as to some of the second one, so,
12 like, the login information for
13 [REDACTED], for example.

14 MR. SIMAAN: Yeah, right.

15 MR. SOUTTER: I understand there's
16 no issue with that, and if that's correct, then
17 maybe Mr. Pleterski either after the examination
18 today or right now or whatever could either tell me
19 or the trustee in writing what that access -- what
20 that information is.

21 MR. SIMAAN: Okay. Well, I think
22 that I want to have a discussion with him about all
23 of it just because I just don't know what the
24 answer is, first, and whether anything was used
25 unexpectedly for things that are totally personal,

1 private, I can't -- you know, it would seem kind of
2 odd, but I guess it's technically possible if
3 there's things in there that we don't -- aren't to
4 go out or we need some type of protocol for, but,
5 yeah, I mean, I'll certainly tell you our position.
6 I'm back in the office on the 5th, and certainly by
7 the 7th I can give you what our position is on all
8 of that. I mean, actually providing the documents,
9 that might take quite some time if we don't just
10 give you the coordinates, right, so I don't know
11 how long -- how that would -- how that's going to
12 be done.

13 MR. SOUTTER: Right. Well, we'll
14 have to start with your position, I think, so I'll
15 look forward to that by the 7th.

16 MR. SIMAAN: Sure.

17 MR. SOUTTER: All right.

18 U/T

19 MR. SOUTTER: And I had asked for
20 Mr. Pleterski to contact Jeff Levy and get a list
21 of all corporations he had helped incorporate, and
22 I'd like that list by the 7th as well, please.

23 MR. SIMAAN: Okay. So can I
24 just -- see, I'm not around to kind of follow up on
25 these things, and this is what the concern here is.

1 So just I'm talking to my client on the
2 record here, but I just want to be clear, Aiden,
3 that's something you need to do, like, after today
4 if we're ending early or tomorrow, to contact
5 Mr. Levy and ask him for that list. Are you clear
6 what it is you're doing? I know you're not writing
7 anything down here or anything, but --

8 WITNESS: Yeah, I'll just send Jeff
9 an email pretty much stating, hey, I need you to
10 supply me with a list of all the companies that you
11 incorporated for me.

12 MR. SIMAAN: Right. Okay. So
13 please do that because I'm not following up after
14 this. I'm going to be away, you know, right after
15 this is done, and so I won't be able to follow up
16 until the 5th, and that might be too late.

17 WITNESS: Okay.

18 MR. SIMAAN: Okay.

19 U/T

20 BY MR. SOUTTER:

21 521 Q. Okay. So we had had some
22 discussion about companies you incorporated and
23 emails. We recently got a video from Mason
24 Doucette. You know Mr. Doucette, right?

25 A. Yes.

1 522 Q. Okay. I'd like to show you that
2 video. He told us that he took it, I believe, on
3 June 13th, 2022, and his advice to us was that he
4 videotaped your email inbox, and I take it that
5 this is your [REDACTED] inbox?

6 A. Yes.

7 523 Q. Okay. And I see that --

8 A. Yeah, I think it's that email.
9 Sorry.

10 524 Q. And I see that you received a
11 number of emailed from FXChoice here?

12 A. Yeah.

13 525 Q. Right. I'm going to go to the two
14 minute, 19 second mark.

15 MR. SIMAAN: Sorry, so this video
16 is obviously going to be the next exhibit, I
17 assume, and you'll make it, I assume, a letter
18 exhibit, given that the witness doesn't know
19 what -- isn't familiar with this document, or at
20 least you're not asking him whether he's familiar
21 with the document, but when you say I'm just going
22 to the 2 minute -- we're just looking at stock
23 images of this video. Is this video just a video
24 of his phone; is that the idea?

25 MR. SOUTTER: So Mr. Doucette's

1 evidence was that he took this video on his phone,
2 but he was videotaping a computer screen at
3 Mr. Pleterski's [REDACTED] home, and on the
4 computer screen was the email account.

5 MR. SIMAAN: Okay, so, I'm sorry,
6 so you're saying is this something he was sharing
7 with him, like, on a Zoom or something like this?

8 MR. SOUTTER: No. This was just a
9 video that Mr. Doucette took on his phone of the
10 email account that was on the screen, on the
11 computer screen.

12 MR. SIMAAN: So he -- okay. Again,
13 we're not familiar with any of this stuff. I'm not
14 sure how legal any of this is, so I want to --

15 A. I never gave him email access.

16 MR. SIMAAN: I know. I want to
17 understand what the circumstance -- are you saying
18 that he, like, broke into his house and went onto
19 his computer and started videoing, like, what's on
20 his computer screen?

21 MR. SOUTTER: So I'm really just
22 going to ask about the emails that are videotaped
23 here, and, you know, this will just get marked for
24 identification purposes, right?

25 A. Even though he's not -- like, I

1 never gave him access to that email.

2 MR. SOUTTER: Okay.

3 MR. SIMAAN: Okay, so -- but
4 presumably these are things that are on this -- or
5 what email address is this?

6 MR. SOUTTER: So, I mean,
7 Mr. Pleterski confirmed that this was the
8 [REDACTED] email account.

9 A. It looks like that email account.
10 I'm not 100 percent sure if it's that email
11 account.

12 MR. SIMAAN: Okay.

13 MR. SOUTTER: So I'll just start
14 with --

15 MR. SIMAAN: Look, there's -- I'm
16 not sure under what Section 163 of the Bankruptcy
17 Act -- how much the rules apply here, but this is a
18 very strange kind of manner of which to put
19 documents to somebody. It's something that may be
20 illegally obtained, and so I'm not sure how
21 reliable I necessarily want to say that this
22 document is.

23 With all that said, assuming that this
24 is his account and because Aiden was of the view
25 that, you know, you had all this information

1 already because that's what he thought you were
2 imaging from his phone, I don't have a concern from
3 that perspective, but I do have a concern in that I
4 don't know what this evidence is. I don't know
5 what the chain of custody of it was, whether things
6 have been altered, and so, you know, I want to
7 reserve all rights as to whether any of this should
8 be ever admissible or referred to in the
9 proceeding.

10 With that said, please go ahead and ask
11 your questions.

12 BY MR. SOUTTER:

13 526 Q. Okay. So you see on the screen
14 here an email from [REDACTED].com to [REDACTED],
15 right?

16 A. Yeah, I see that. Sorry, excuse
17 me, yeah, I see that.

18 527 Q. Right. That's [REDACTED] your
19 landlord. That's his email address?

20 A. Yes.

21 528 Q. And her questions are regarding
22 funds held -- or, sorry, the content of her
23 email -- so she says, please see the below answers
24 from the Mauritius agent and FSC regarding your
25 activity approval. With reference to the client's

1 funds held with a 4X brokerage entity under the
2 personal name of Aiden Pleterski, we will
3 preferably need the funds to be transferred to the
4 clients, and then it's cut off.

5 And then the next line starts,
6 otherwise we will proceed further with the
7 processing of this order for registration as an
8 authorized company, and then it goes on before it's
9 cut off.

10 And at the bottom here, I wanted to
11 check with you if you want to order the company and
12 gather the information so we can have the same
13 incorporation in Mauritius or want to go with any
14 other jurisdiction we have discussed.

15 Do you see that?

16 A. Yes.

17 529 Q. Okay. And then Terry forwarded
18 that email to you. Do you see that?

19 A. Yes, I do.

20 530 Q. Right. So he says, Hi Aiden,
21 please see the below final confirmation from
22 Mauritius regarding the registration of our
23 operating company, right?

24 A. Yes.

25 531 Q. So you were attempting to open an

1 operating company in Mauritius with Terry Chang?

2 A. Yes. So I know that Terry had
3 extensive banker -- extensive background as a
4 banker, and I was thinking about opening up my own
5 foreign exchange brokerage, and I asked him to --
6 for some help since he had extensive banking
7 background, and essentially started poking around
8 in different jurisdictions for me, and he said
9 based on what I found for you, Mauritius would be
10 the best -- be like the haven of all jurisdictions
11 to open a brokerage in, so if you want to proceed
12 with this, essentially this is where it would --
13 this is what you have to do, but in order to
14 operate and run a foreign exchange brokerage, you
15 need a director onboard that has extensive
16 financial -- extensive -- what's the word I'm
17 looking for -- someone that worked or studied in
18 the financial industry and has worked for a minimum
19 of a certain amount of years or something like that
20 as a banker or something, and Terry was the only
21 connection that I knew, so I think that's what he
22 meant by our company, but we never ended up going
23 through and proceeding with opening it.

24 532 Q. Okay. So you don't have any
25 companies in Mauritius?

1 A. No, I don't.

2 533 Q. Right. And other than the ones
3 that we discussed, the Tersk companies and the
4 other bankrupt, AP Private Equity Limited, you
5 don't have any other companies?

6 A. To my knowledge, no, I don't
7 remember opening any other companies.

8 534 Q. Right. Did you discuss opening
9 any other companies?

10 MR. SIMAAN: I'm sorry, I don't
11 understand the question. Did he discuss opening
12 any other companies when? With whom? Like, what
13 are we referring to here?

14 BY MR. SOUTTER:

15 535 Q. Between the time that you
16 graduated Fanshawe College and the time that you
17 became bankrupt, did you discuss opening any other
18 companies with any person?

19 MR. SIMAAN: Okay, you know --

20 A. No.

21 MR. SIMAAN: Aiden, it's not
22 relevant. I can't imagine how that would matter,
23 you know, like, a discussion with somebody about
24 opening a company, you know, to do, you know,
25 something in relation to the World Cup Soccer event

1 coming up. Like, who cares? It's not -- that
2 goes -- it's whether he had any companies, and
3 you've got an undertaking that he's going to ask
4 Mr. Levy about that.

5 And presumably, Aiden, that will extend
6 further that if it turns out there's other lawyers
7 that incorporated companies for you, that you'll
8 have to advise about that too, but, you know,
9 discussion about opening other companies -- unless
10 you can tell me why that's relevant, I don't see
11 how that's relevant.

12 MR. SOUTTER: Okay. So I'm going to
13 mark this as -- we'll call it an exhibit for
14 identification purposes only, and that will be up
15 loaded to the share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT A: Video taken by Mason
18 Doucette on June 13, 2022.

19 BY MR. SOUTTER:

20 536 Q. So we spoke before about the
21 Scotiabank account ending -- well, the Scotiabank
22 account that you had open since you were a young
23 child, right?

24 A. Yes.

25 537 Q. And your parents helped you open

1 that, or they opened that for you, right?

2 A. Yes.

3 538 Q. Right. And they had access to it?

4 A. Yes.

5 539 Q. And they could deposit money to
6 it?

7 A. Yes.

8 540 Q. Right. And they did sometimes?

9 A. They did sometimes, yes.

10 541 Q. Right. And they could make
11 withdrawals from it?

12 A. Yes, they can make withdrawals
13 from it as well.

14 542 Q. Right. I understood your father
15 bought some bank drafts from it, right? He did
16 that sometimes?

17 A. Yes, he did that sometimes. I
18 would ask him to purchase bank drafts when I was
19 out of the country because obviously I'm unable
20 to -- unless I have private banking, I'm unable to
21 wire money or perform any banking activity, like,
22 bank drafts or wire transfers while I'm out of the
23 country, and that's why he would purchase drafts
24 from it for me under my instruction.

25 543 Q. Okay. So I'm going to show a

1 document to you here.

2 A. Okay.

3 544 Q. This is one of those bank drafts,
4 right?

5 A. Okay, yes.

6 545 Q. Right. So your father purchased
7 this from your Scotiabank account?

8 A. Yeah.

9 546 Q. It's in the amount of \$80,000?

10 A. Correct.

11 547 Q. Right. And it was payable to Winn
12 Family Enterprises?

13 A. Yes. That is a company owned by
14 Chris Winn.

15 548 Q. Right. He's one of your
16 investors?

17 A. Yes.

18 549 Q. Right. So this was a repayment to
19 Mr. Winn?

20 A. Yes.

21 MR. SOUTTER: Okay. I'll make that
22 the next exhibit.

23 EXHIBIT NO. 8: Bank draft in the
24 amount of \$80,000.

25 BY MR. SOUTTER:

1 550 Q. I'm going to share another bank
2 draft here. So this is a bank draft. You'll see
3 it's dated September 13, 2021. It's in the amount
4 of \$203,511.30. It's payable to Zaubert
5 International Leasing. Do you see that?

6 A. Yes.

7 551 Q. Right.

8 A. Yeah.

9 552 Q. And this is drawn from that same
10 Scotiabank account?

11 A. Yes.

12 553 Q. Right. And your father purchased
13 this?

14 A. I think I purchased that one.

15 554 Q. Okay. And you gave it to your
16 father to buy a 2017 Bentley Bottega, right?

17 A. No, I did not give it to him. I
18 surprised him with that Bentley as a gift.

19 555 Q. Oh, okay. So you purchased the
20 bank draft and used the money to buy the Bentley,
21 which you then gave to him as a gift?

22 A. Yes.

23 556 Q. Okay. Just a moment here. So I'm
24 going to pull up another document here. This is a
25 bill of sale for that Bentley?

1 A. Yeah.

2 557 Q. And it's with Zauber International
3 Leasing, the party that that bank draft was payable
4 to?

5 A. Okay.

6 558 Q. I see your father's name here as
7 purchaser?

8 A. Yeah.

9 559 Q. Whose signature is that at the
10 bottom?

11 A. That's mine.

12 560 Q. Okay. And I see your email is
13 listed here, [REDACTED]?

14 A. Yeah.

15 561 Q. Right?

16 A. Yeah.

17 562 Q. So am I interpreting this
18 correctly, that you bought the car, and you put it
19 in your dad's name?

20 A. Yes. It was an anniversary gift.

21 563 Q. Got it. Okay. So this bill of
22 sale and, I suppose, this ownership information,
23 this is something you would have received at the
24 time?

25 A. Yes.

1 MR. SOUTTER: Right. And the bank
2 draft, that's all in the same PDF. I'll mark that
3 as the next exhibit.

4 EXHIBIT NO. 9: Bank draft in the
5 amount of \$203,511.30.

6 BY MR. SOUTTER:

7 564 Q. So that was, what, a wedding
8 anniversary?

9 A. Yes.

10 565 Q. Right. Okay. I understand that
11 your father also bought a property in Indiana in
12 the United States of America in July 2021?

13 A. I think so, yeah.

14 566 Q. Right. That's [REDACTED]
15 [REDACTED], Indiana?

16 A. No idea what the address is.

17 567 Q. Okay, but they bought a property
18 there, right, in Indiana?

19 A. From my understanding, yeah.

20 568 Q. Right. And the price was \$226,500
21 US; is that right?

22 A. I have no idea what the price of
23 the home was.

24 569 Q. Okay. Did that withdraw that
25 money from one of your bank accounts?

1 MR. SIMAAN: Well, you keep saying
2 "they," so who is "they"? I thought you just said
3 his dad is the one who bought it.

4 BY MR. SOUTTER:

5 570 Q. Sorry. I understand that your
6 parents bought it jointly?

7 MR. SIMAAN: Oh, okay.

8 BY MR. SOUTTER:

9 571 Q. Thank you. And is that right,
10 they bought it, right?

11 A. Sorry, you cut out.

12 572 Q. I just wanted to know if that's
13 your understanding, they bought it jointly, your
14 parents?

15 A. I think so. I have no idea.

16 573 Q. Okay. And then I asked, they
17 withdrew the money for the purchase of that
18 property from one of your bank accounts, right?

19 A. To my knowledge, they didn't do
20 that.

21 574 Q. Okay. Does your brother [REDACTED]
22 [REDACTED] live there?

23 A. Yes.

24 575 Q. Does anyone else live there?

25 A. I'm not sure. I know -- currently

1 I'm not sure. I know he had roommates because I
2 went to visit him with my ex-girlfriend and
3 surprise him, and then there were two other
4 roommates there.

5 576 Q. Okay.

6 A. Or there was one other roommate
7 there, and then I think another roommate was living
8 there at the time as well, but they weren't
9 physically there; they were gone throughout the
10 time that I was there.

11 577 Q. Right. So you said before that
12 times your father Dragan would deposit money to
13 your Scotiabank account?

14 A. Yes.

15 578 Q. Right. Sometimes bank drafts,
16 right?

17 A. Yes.

18 579 Q. Or cash?

19 A. He never deposited cash to my
20 account.

21 580 Q. Okay. So I understand that some
22 investors would sometimes leave bags of cash with
23 your father when you were not around; is that
24 right?

25 A. I don't think investors left bags

1 of cash with my dad. I know he's -- my parents are
2 very uncomfortable around a lot of physical cash,
3 so I know for a fact he would have said no to that,
4 or my mom would have said no to that for sure.

5 581 Q. Okay. Did they leave -- do you
6 know if any investors left bank drafts with either
7 of your parents?

8 A. I typically didn't tell investors
9 to leave bank drafts with my parents because I
10 wanted to keep my family private, so typically I
11 would ask another friend or whoever was available
12 if I was out of the country to pick up a draft from
13 said investor, and then I would have my friend
14 deliver that to my dad to deposit into my account,
15 or I would have whatever friend or other relative
16 or whoever it was deposit it as a third-party
17 deposit.

18 582 Q. Okay. So sometimes one of your
19 friends would collect money from an investor --

20 A. Yes.

21 583 Q. -- in the form of a bank draft and
22 give that to your dad to be deposited to your
23 account?

24 A. Yes.

25 584 Q. Right. And would he just do that,

1 or would he let you know that he had a bank draft?
2 He'd give you a heads up?

3 A. He would always give me a heads up
4 when he receives it on hand, and then he's say what
5 do you want me to do with it, do you want me to
6 hold it? Do you want me to deposit it? It's in
7 your name, it belongs to you, so let me know, and
8 then I would either tell him if I knew I was coming
9 back in two days, I'd say, just told it there until
10 I come back. If I knew I would be gone for another
11 two weeks, I'd say just go and deposit it when you
12 can.

13 585 Q. Got it. So he'd just, like, shoot
14 you a text?

15 A. Sorry?

16 586 Q. He would just shoot you a text or
17 something?

18 A. No, we always talked on the phone.
19 I don't text my dad too often.

20 587 Q. Okay, but every now and again
21 would call, every now and again you'd text or one
22 or the other?

23 A. Typically -- typically always
24 phone calls because anytime they want to reach me,
25 they never text me, they always call me. Then if I

1 miss their call, they might send me a text saying
2 call me back when you get a minute, and vice versa.

3 588 Q. Okay. So when one of your friends
4 dropped off a bank draft to your father, he would
5 give you a call and sometimes would text you that
6 he gave you a call if he couldn't reach you,
7 correct?

8 A. Yeah, my mom is more so the one
9 that texts me saying, hey, call me back, but my dad
10 doesn't. I typically just -- I'll call him back
11 usually within the hour at max.

12 589 Q. Right. So did you ever text your
13 dad?

14 A. Yeah, I texted my dad.

15 590 Q. Okay. So, you know, we spoke
16 about how the trustee imaged your phone?

17 A. Yes.

18 591 Q. There were no texts with your
19 father on that phone, on the phones?

20 A. Okay.

21 592 Q. So what happened to those texts?

22 A. Well, I know a lot of stuff on the
23 phone didn't get backed up, and especially a lot of
24 iMessage conversations. I had a lot of photos as
25 well throughout a certain timeframe when you update

1 and transfer IOS devices -- because that phone is
2 an iPhone 13 Pro, and then I had an iPhone 11
3 before that, I think, or an iPhone X, I can't
4 remember which one I had, and then I ended up
5 getting a new known and just transferring it over
6 the iCloud, and not everything will transfer over
7 if you exceed the storage, so I guess his
8 conversation was one of the texts that didn't
9 transfer over.

10 593 Q. So when is that? When did that
11 happen?

12 A. When did what happen?

13 594 Q. The transfer that you were just
14 referring to.

15 A. Like, when did I switch phones --

16 595 Q. Yeah.

17 A. -- or when did I upgrade my phone?
18 I don't know. Probably, like, at this point about
19 a year ago or maybe -- no -- yeah, like, six, seven
20 months ago or so.

21 596 Q. So sometime between November of
22 2021 and February or March of 2022?

23 A. Maybe around that time or closer
24 to the start of the summer.

25 597 Q. Okay.

1 A. I don't remember the exact day.

2 598 Q. Okay. And are you telling me that
3 after that point or around the spring of 2022 you
4 had no texts with your father?

5 A. Yeah, to be honest with you, I
6 don't text my parents much. Like I said, we talk
7 on the phone.

8 599 Q. But you're telling me you had zero
9 texts with him?

10 A. I may have had messages with him
11 on WhatsApp, I may have had messages with him on --
12 on that platform, but --

13 600 Q. So did you have any texts with
14 your dad during that period?

15 A. If they weren't on my phone, then
16 no.

17 601 Q. Okay. Did you delete any messages
18 with your dad from your phones?

19 A. I didn't delete any messages with
20 my dad.

21 602 Q. With anyone?

22 A. I didn't delete messages with
23 anyone in particular on my phones, no.

24 603 Q. Okay.

25 MR. SIMAAN: Well, actually, did we

1 not delete -- okay. I thought maybe --

2 A. I don't think we deleted
3 solicitor/client information.

4 MR. SIMAAN: No, I don't think --
5 no, I don't think that was what it is. I
6 thought -- but maybe I'm misremembering. I thought
7 there was something like a fight with your
8 girlfriend or something.

9 A. No, sorry, there were texts that I
10 deleted. I deleted all my texts with my ex, Mya,
11 yeah, because after her and I broke up, I was --

12 MR. SIMAAN: You don't have to --
13 that's fine.

14 BY MR. SOUTTER:

15 604 Q. So we talked about this Bentley
16 that you gifted to your father before?

17 A. Yes.

18 605 Q. And you gifted other cars to your
19 family as well, right?

20 A. Yes.

21 606 Q. Right. So there was a 2021 Audi
22 e-tron that you gifted to your mother?

23 A. Yes.

24 607 Q. Right. That was in late May of
25 2021?

1 A. I think around that time, yeah. I
2 remember it being at the start of the year.

3 MR. SIMAAN: Aiden, sorry, I know,
4 like, you're not getting documents put in front of
5 you. I'm guessing that's because it doesn't really
6 matter on the dates, but please don't guess on the
7 dates. If you don't know what it is, then say you
8 don't know, just because counsel is saying that,
9 then if you remember that's true, say you remember
10 it's true. If you don't remember it's true, just
11 say I don't remember what the date was, and he'll
12 show you the date if it's important.

13 WITNESS: Okay.

14 MR. SIMAAN: Thank you.

15 BY MR. SOUTTER:

16 608 Q. So did you do the same thing for
17 that car, you bought a bank draft and then used
18 that bank draft to purchase the car in your
19 mother's name?

20 A. Yes.

21 609 Q. Right. Okay. And what was the
22 occasion for that gift?

23 A. She was driving a 2000 -- and I
24 don't even remember what year -- Honda minivan that
25 was on the brinks of breaking down, so she was in

1 need of a new vehicle.

2 610 Q. Okay. And when you gave it to
3 her, did you also give her cash?

4 A. No, I don't -- no, I didn't give
5 her cash with that.

6 611 Q. You didn't give her \$50,000 in
7 cash?

8 A. I don't remember giving her
9 \$50,000 in cash with that, no.

10 612 Q. Okay. Your mother since traded in
11 the car, right?

12 A. Yes, she has.

13 613 Q. Right. For a 2021 Volkswagen
14 Atlas?

15 A. Yes.

16 614 Q. A less-expensive car?

17 A. I believe so.

18 615 Q. Right. Do you know what she did
19 with the difference in value?

20 A. I believe based on trade-in value
21 it may have been an even trade because trade-in
22 value you're not getting full value for the
23 vehicle, right?

24 616 Q. Okay.

25 A. You're only getting about 70 to 80

1 percent.

2 617 Q. You also bought a car for your
3 brother Lucas Pleterski, right?

4 A. Yes.

5 618 Q. A 2021 Audi S5 Technik?

6 A. Yes.

7 619 Q. Right. Similar thing there, you
8 bought a bank draft and used that bank draft to pay
9 for the car?

10 A. Yes.

11 620 Q. Right. And that was \$103,147.72?

12 A. I don't remember the exact price,
13 but that sounds about right.

14 621 Q. Okay. Have you bought any other
15 cars as gifts for your family?

16 A. No.

17 622 Q. No?

18 A. No.

19 623 Q. Not a 2018 Porsche 718 Boxster?

20 A. No.

21 624 Q. No?

22 A. No.

23 625 Q. Your mother also has that car,
24 though, right?

25 A. Sorry.

1 626 Q. Your mother also has that car?

2 A. Yeah.

3 627 Q. And, what, your father bought that
4 for her?

5 A. Yes.

6 628 Q. And he withdrew the money for that
7 car from one of your accounts?

8 A. No.

9 629 Q. No?

10 A. No.

11 630 Q. So that's, like, a \$137,000 car,
12 right?

13 A. It was -- I don't know how much
14 that car is. I'm not very familiar with Porsches.

15 631 Q. Okay. Have you gifted cars to
16 other people other than your family?

17 A. No.

18 632 Q. No, never?

19 A. Never -- or, sorry, other than the
20 Audi 84 that I gifted to my girlfriend Mya.

21 633 Q. Okay. And when was that?

22 A. End of 2020.

23 634 Q. Okay.

24 A. I think it was around
25 Christmastime 2020.

1 635 Q. And how much was that car?

2 A. I can't remember how much it was.
3 I know it was between 50 and -- 50 and 80,000,
4 somewhere in that range.

5 636 Q. So did you withdraw -- or did you
6 pay by bank draft with that also?

7 A. Yeah.

8 637 Q. Right. So you purchased a bank
9 draft from one of your accounts?

10 A. Yes.

11 638 Q. And used that to buy the car?

12 A. Yes.

13 639 Q. Right. So I have some questions
14 for you about your deposit accounts. We have
15 talked about the Scotia one. Did your parents have
16 access to any other bank account?

17 A. No.

18 640 Q. No. Right. So I'd like -- so you
19 had accounts with Scotiabank, right?

20 A. Yes.

21 641 Q. And TD?

22 A. Yes.

23 642 Q. And BMO for a while?

24 A. Yes.

25 643 Q. And I think the Ukrainian Credit

1 Union; is that right?

2 A. Yes.

3 644 Q. Anywhere else?

4 A. Royal Bank, RBC.

5 645 Q. RBC. Anywhere else?

6 A. No, those were the only banks that

7 I had accounts.

8 646 Q. Anywhere in the world?

9 A. Anywhere in the world, no. That's

10 it.

11 647 Q. Right. So you had no accounts in

12 the Bahamas?

13 A. No.

14 648 Q. Or Turks and Caicos?

15 A. No.

16 649 Q. Delaware?

17 A. No.

18 650 Q. Or Mauritius?

19 A. No.

20 651 Q. Okay. I'd like to make sure that

21 we have a record of all of your deposit accounts,

22 so I'd like you to put a list together for me. I'm

23 going to read to you what I'd like you to have on

24 that list.

25 A. Okay.

1 652 Q. I'd like to have a list of all of
2 your deposit accounts -- of all deposit accounts in
3 your name with any financial institution. I'd like
4 the name of the financial institution, the branch
5 number or address, the account number, whether the
6 account is open or closed, and who had access to
7 the account.

8 A. Okay. I know the trustees already
9 have all of that information, but you want it
10 again?

11 653 Q. Well, I'd like to ensure that the
12 information we have is complete, so I'd like you to
13 prepare that list and make sure it is complete, and
14 then we can compare it with what we have and make
15 sure that it is.

16 A. Okay.

17 654 Q. Okay. Can we have that by the 7th
18 as well?

19 A. I can have that done for you today
20 because we just settled it.

21 655 Q. Great. Okay. Well, I'll expect
22 it by the end of the week, then, to make sure you
23 have enough time.

24 A. Okay.

25 MR. SIMAAN: Aiden, if you need me

1 to look at it, I'm unavailable after today, so --

2 WITNESS: No, yeah.

3 MR. SIMAAN: -- it would have to
4 be by the 7th, but if you are just giving stuff
5 today (inaudible).

6 A. Okay. We'll just leave it to the
7 7th, then, because I forgot Michael isn't going to
8 be available after 3:00.

9 MR. SOUTTER: Okay.

10 U/T

11 BY MR. SOUTTER:

12 656 Q. And I'd also like for a similar
13 list, and I'll read that to you.

14 A. Okay.

15 657 Q. So that one was accounts in your
16 name. I'd like a list of all deposit accounts in
17 AP Private Equity's name, the other bankrupt.

18 A. Okay.

19 658 Q. Right. Same details, so financial
20 institution, branch number or address, account
21 number, whether the account is open or closed and
22 provide access, okay?

23 A. Okay.

24 659 Q. Also by the 7th?

25 A. Okay.

1 U/T

2 660 Q. Okay. And you had bank accounts
3 in the same of the Tersk companies, right, one for
4 each of them?

5 A. Yes. All those bank accounts were
6 only opened under Scotiabank.

7 661 Q. Right. So I'd like a third list,
8 similar one, for all deposit accounts that you had
9 access to, other than those on the first two lists.

10 A. Okay.

11 662 Q. With the same information.

12 A. Okay.

13 U/T

14 WITNESS: Sorry, am I able to take a
15 30-second break just to use the washroom?

16 MR. SOUTTER: Yeah, why don't we
17 take five minutes. It's 1:55. We can be back at
18 2.

19 (Recessed at 1:56 p.m.)

20 (Reconvened at 2:03 p.m.)

21 663 Q. So we have spoken today about a
22 number of investment accounts or brokerages where
23 you held cryptocurrency or foreign exchange
24 currency?

25 A. Yeah.

1 664 Q. And is it right that from the time
2 that you started investing other people's money, so
3 after graduating from Fanshawe College, you were
4 primarily using Binance, or was that only for a
5 certain period of time?

6 A. It was for a certain period of
7 time after -- I remember the cutoff for Binance was
8 towards the end of 2021 because they were no longer
9 serving -- or if you were a Canadian citizen you
10 were no longer allowed to use Binance.

11 665 Q. Okay. And what was your primary
12 brokerage after that?

13 A. I used an anonymous wallet called
14 BRD.

15 666 Q. BRD?

16 A. Yes. It's just -- it's three
17 letters, BRD.

18 667 Q. Right. Okay. And that was your
19 primary, I guess, account; is that a fair word to
20 use?

21 A. Yeah, that's a fair word to use.

22 668 Q. Okay. So after you stopped using
23 Binance, you started using BRD, and that was your
24 primary account, that's where all the money was --
25 or all the cryptocurrency was?

1 A. That's not where all the
2 cryptocurrency was. That's where most of the
3 cryptocurrency was. There was some cryptocurrency
4 in Coinbase as well. There was also still some
5 cryptocurrency in Binance; however, when they
6 stopped serving Canadian citizens, the platform
7 stayed active within Canada. You just couldn't
8 trade on the platform. So you could still have a
9 balance on the platform and move that balance to a
10 different wallet for a certain period of time. I
11 don't know if you still can do that or still
12 can't -- or can't now, sorry, but -- yeah, and I
13 didn't start using BRD when Binance shut down. I
14 was using BRD since before then. It's just Binance
15 was the main platform that I would use.

16 669 Q. Okay. And BRD was the primary
17 platform until the date of the bankruptcy; is that
18 right?

19 A. Yes, for the cryptocurrency.

20 670 Q. Okay. And what about for foreign
21 exchange currency?

22 A. For foreign exchange it was
23 MyFXChoice. I also used Prosperity FX. And then
24 there was one other brokerage -- there may have
25 been one other brokerage or two other brokerages

1 that I had used or signed up for. One of them I
2 remember not depositing funds into at all. I
3 remember using Friedberg Direct briefly and
4 depositing a small amount of money into there. I
5 can try to find or get the name of that other one
6 as well. I just don't remember it off the top of
7 my head.

8 671 Q. Okay. So MyFXChoice, is that not
9 used for holding or trading cryptocurrency? It's
10 only foreign exchange currencies?

11 A. Yeah, they're a foreign exchange
12 broker. You can't hold cryptocurrency. Like, you
13 don't get a registered wallet address on -- or you
14 don't get a wallet when you register with
15 MyFXChoice, so MyFXChoice is only foreign exchange.
16 That's strictly it.

17 672 Q. Right.

18 A. You can margin trade
19 cryptocurrencies in it, but that's different than
20 trading cryptocurrency.

21 673 Q. Okay, so explain that to me.

22 A. So when you margin trade
23 cryptocurrency, basically you're essentially
24 gambling on a -- you're not actually purchasing the
25 currency when you're trading in foreign exchange.

1 When you're trading in foreign exchange or margin
2 trading, you're pretty much betting on a market to
3 go up, or you're betting on a market to go down,
4 but where you trade cryptocurrency on a
5 cryptocurrency platform, when you trade a
6 cryptocurrency, you actually own cryptocurrency, so
7 you can send bitcoin. You cannot send bitcoin from
8 FXChoice.

9 674 Q. Okay.

10 A. You don't own cryptocurrency on
11 FXChoice. You're simply just betting on the
12 fluctuation of the market.

13 675 Q. Right. And is it right that the
14 MyFXChoice account only ever had \$200,000 in it?

15 A. I believe it to have more than
16 200,000 at one point.

17 676 Q. How much?

18 A. The MyFXChoice, I don't remember
19 exactly how much it was at its peak. I'm sure that
20 could be found out through account statements from
21 the brokerage, though.

22 677 Q. Okay. Did it ever have a million
23 dollars in it?

24 A. I had more than a million dollars
25 into MyFXChoice at one time.

1 678 Q. More than 10 million?

2 A. I don't remember if it was more
3 than 10 million, but, again, that could just be
4 found out through account statements from the
5 brokerage.

6 679 Q. Right, and I'll come back to that,
7 but I just want to get a sense of what we're
8 talking about here in terms of magnitude.

9 A. Okay.

10 680 Q. Was there more than 25 million in
11 that account?

12 A. In the FXChoice account?

13 681 Q. Yes.

14 A. No, there wasn't more than 25
15 million in the FXChoice account.

16 682 Q. Ever?

17 A. Yeah, ever.

18 683 Q. Okay. Did you ever use OKX.com?

19 A. No, I've never heard of OKX.com.

20 684 Q. Or HITBTC.com?

21 A. I have never heard of that one
22 hereto.

23 685 Q. Okay. So I think I'd like to ask
24 you for another list here.

25 A. Yes.

1 686 Q. I'd like to ask you for a list of
2 all accounts where you held bitcoin or any other
3 cryptocurrency from the time that you started
4 trading other people's money, so when you graduated
5 from Fanshawe College, to the date of the
6 bankruptcy. And I'd like to know when that account
7 was opened, I'd like the account number, I'd like
8 to know whether the account is still open or not,
9 I'd like to know how much was put into the account
10 when it was opened.

11 A. Well, that information should --
12 or, no, that information would have been in my
13 phone when he imaged the phone, but I'm just
14 remembering the conversation we had earlier about
15 the emails. Sorry.

16 687 Q. Right. So I'd like that list by
17 December 7th as well, okay?

18 MR. SIMAAN: Okay.

19 A. Okay.

20 U/T

21 BY MR. SOUTTER:

22 688 Q. And you referred once or twice
23 during this examination to cryptocurrency wallets
24 where you held cryptocurrency?

25 A. Yes.

1 689 Q. Right. And are those still out
2 there? There is cryptocurrency in wallets out
3 there in the universe?

4 A. Are you talking specifically under
5 my name or that I control?

6 690 Q. Yeah, let's start within your
7 name.

8 A. No, there is none within my name.
9 The only active one was the Coinbase one that I
10 presented to the trustee.

11 691 Q. Okay. How about in other names
12 but that you controlled?

13 A. No, no.

14 692 Q. Okay. So the list I mentioned was
15 for cryptocurrency. I'd also like to ask you for a
16 similar list for foreign exchange currencies.

17 A. Okay.

18 693 Q. So I'd like a list of all accounts
19 where you held foreign currencies or traded foreign
20 currencies from the time that you started investing
21 other people's money until the date of the
22 bankruptcy. I'd like the list to include the
23 relevant account numbers, whether the account is
24 still open, how much was put into the account, when
25 it was opened, and I'd like that by December 7th as

1 well.

2 A. Okay.

3 U/T

4 694 Q. Okay. So that's cryptocurrency.

5 MR. SIMAAN: I just want to be
6 clear, Aiden. You're saying yes to all of these
7 things, but just if you can do it, that's fine. I
8 mean, it's -- we started off with a very easy
9 undertaking that you would give stuff that you had
10 already given and just kind of make sure it maybe
11 had a little bit of added information.

12 WITNESS: The cryptocurrency --

13 MR. SIMAAN: Just one second. I'm
14 just concerned that you're not understanding the
15 import of this. He's saying you have to have it by
16 December the 7th, and, I mean, you'll obviously I
17 would hope do your best effort to get it by
18 December 7th, but the idea behind December 7th is
19 that I'm back on December 5th.

20 And, counsel, this is not my only file,
21 as you might expect, and so it's one thing for me
22 to review an account statement. It's another thing
23 for me to review a whole bunch of other things, so
24 I'm getting concerned that you're getting tied to a
25 December 7th date of which I don't even know if

1 we'll have a transcript at that point in time. I
2 see Aiden is not writing any of this stuff down
3 because he was told not to have any notes in front
4 of him. So, you know, I think that, you know, you
5 need to stop being so married to this December 7th
6 date that was used for a very simple undertaking to
7 start with, and you're now asking for a whole bunch
8 of things which maybe he is able to retain all
9 these things in his mind, but also maybe not.

10 MR. SOUTTER: Right. Well --

11 MR. SIMAAN: So maybe you're going
12 to make a list of all these things for him and send
13 them out to him afterwards, which I can then
14 confirm with him when I get back and make sure that
15 there's answers, but he's not taking any of this
16 down, and I don't have any time because we had to
17 squeeze this in before I was leaving on vacation
18 to, you know, go through and do a list of
19 undertakings for him as well. So I just want to be
20 clear that I don't know how realistic all of this
21 is that you're -- when you're asking for, you know,
22 reams of information that has to be done, you know,
23 within two days.

24 MR. SOUTTER: Okay. So I've asked
25 for lists.

1 MR. SIMAAN: Yeah.

2 MR. SOUTTER: And we're happy to get
3 together the list that I've asked for and the
4 information that should form part of those lists,
5 and that I'm sure that that's something that the
6 trustee and Mr. Pleterski can communicate in
7 respect of, right? I'm not going to obviously
8 write to him directly. And, you know, they're just
9 lists, so I think December 7th is reasonable.

10 MR. SIMAAN: You're looking at
11 Mr. Pleterski, though, on the video. You see he's
12 not writing any of this down, so hopefully he can
13 get all of this, but you're asking for lists that
14 have, like, seven different subparts in them,
15 right? I want to know whether it's open, whether
16 it's not open, how much was in -- how much was put
17 into it, you know, would had signing authority on
18 it, et cetera. You know, it's -- I just want to be
19 clear that, you know, I'm not sure how realistic
20 all of this is. It was fine when you started for
21 that first list, but, you know, I think we need to
22 be a little bit more reasonable in terms of timing
23 for the rest of it because there have been issues
24 in the past of non-compliance obviously.

25 MR. SOUTTER: Thank you.

1 BY MR. SOUTTER:

2 695 Q. So I'm going to change tack here.
3 I understand that you've told the trustee that in
4 November of 2021 you sort of lost all of your
5 investments; is that right?

6 A. Yeah, when -- that's when the
7 cryptocurrency market started going downhill.
8 Obviously I didn't expect that was going to happen.
9 I don't think anybody really did. And then at the
10 start of the year I essentially tried to redeem
11 myself and tried to excel the returns to try to get
12 some people their money back, but obviously in
13 doing so I guess you could say greed took over, and
14 I -- I was taking very aggressive positions, and I
15 was trying to make returns that obviously weren't
16 feasible or weren't necessarily possible at the
17 time, and it just caused more losses, more losses,
18 more losses, and...

19 696 Q. Right. So in November 2021, you
20 know, what was your financial position with respect
21 to cryptocurrency? How much did you own?

22 A. I can't remember exactly how much
23 I owned because it was across -- it was across a
24 couple platforms, but I know it was north -- the
25 portfolio balance was north of 30 million, but I

1 can't remember exactly how much it was because it
2 was across a few platforms.

3 697 Q. Right. And that was -- are we
4 talking about cryptocurrency that you actually
5 owned, or are we talking about also foreign
6 exchange currencies, the entire pool of assets?

7 A. Yeah, when I say north of -- like,
8 when I say north of 30 million, I mean the pool of
9 funds, I mean the pool of assets.

10 698 Q. Right. And north of 30 million,
11 but less than --

12 A. Less than -- less than 50, 60
13 million.

14 699 Q. Okay. So there was never, like, a
15 nine-figure fund?

16 A. There wasn't a nine-figure fund,
17 no.

18 700 Q. Right. And some of that fund was
19 in cryptocurrency, not all of it?

20 A. Correct.

21 701 Q. And so when the cryptocurrency
22 market went down, what happened to the foreign
23 exchange assets that you held?

24 A. Well, when the cryptocurrency
25 market tanked, I tried to take some -- I tried to

1 make it back at first in foreign exchange and then
2 take some greedy positions in that market because
3 you are margin trade on leverage 500 to 1, which
4 is -- you can make a lot of money, but at the same
5 time you can lose your entire portfolio no matter
6 what size it is in less than 30 seconds.

7 And then I tried depositing more money
8 into cryptocurrency, tried depositing more money
9 into 4X, I tried exploring even bank investments as
10 well, like, mutual funds, for example, and manually
11 trading in the stockmarket and options trading
12 through platforms like Wealthsimple.

13 And then I created a Questrade account
14 as well, but I never deposited money to it, that
15 account was in my personal name and, yeah.

16 702 Q. Okay. So I guess we're having a
17 difficult time here following what your assets
18 were, right? Our understanding was that there was
19 only ever 200,000 in the FXChoice account, and, you
20 know, you've said that might not be exact, I
21 understand that, but our understanding is also that
22 there was only ever \$3 million deposited into the
23 Binance account. Is that right?

24 A. There may have been -- there may
25 have been a little bit more than that deposited

1 into the Binance account. I don't remember the
2 exact figure or the exact number as to what was
3 deposited into Binance.

4 703 Q. Okay, but by a little bit more,
5 we're talking 3 million and change or 4 million?

6 A. I don't remember exactly how much
7 because it was over the course of more than a
8 couple years technically if we're going all the way
9 back to when it was open in 2015 or 2016.

10 704 Q. Right. So, you know, you had
11 investors send you, let's say, at least \$25
12 million, right, is it fair to say that, at least
13 that amount?

14 A. I don't know exactly how much
15 investors sent me because I'm still hearing about
16 people that apparently gave me money that I had no
17 idea about, so --

18 705 Q. I mean, you know, I just want to
19 start with, like, is it fair to say you received
20 many, many millions from investors, like, 20
21 million perhaps, 15? Like, what can we agree on as
22 something that you know?

23 MR. SIMAAN: Don't guess, but
24 let's -- you know, he's asking you to commit to a
25 number that you believe you received from investors

1 to invest in whatever.

2 A. Okay. I can confidently say I
3 received at least 15 million.

4 MR. SOUTTER: Okay. I'm just going
5 to take a few minutes here. I see that we're
6 getting close to 3.

7 (Recessed at 2:24 p.m.)

8 (Reconvened at 2:31 p.m.)

9 BY MR. SOUTTER:

10 706 Q. So at least \$15 million from
11 investors, I think that's where we left off?

12 A. Yes.

13 707 Q. Right. I'd like you to help me
14 understand how that money was deployed and where it
15 went. I mean, you've said that you used Binance
16 for a period and then BRD for another period?

17 A. Mmhmm.

18 708 Q. You said that you put money in
19 MyFXChoice and 4X.com, right?

20 A. Mmhmm.

21 709 Q. And there may have been some other
22 brokerages, but, you know, you've told you our
23 understanding of the maximum amounts in those
24 accounts, right? Our understanding is that there
25 was only 200,000 in the MyFXChoice account and only

1 ever 3 million deposited into the Binance account,
2 and so can you help me figure out how that \$15
3 million was deployed or spent? Where did it go?

4 A. Well, like I said before,
5 everything was traded at one pool -- as one pool.
6 There was \$3 million deposited into Binance, but,
7 for example, like, when the Dogecoin boom happened
8 and it went from a fraction of a penny all the way
9 up to 10 cents -- or, no, it didn't go up to 10
10 cents. When it -- no, sorry, when it went from,
11 like, a fraction of a penny up to 10 cents and then
12 when it hit 80 cents, for example, that happened
13 been the course of a day, and it was nearly a --
14 what was it, like, a -- I think it was, like, 5,000
15 or 6,000 percent increase, and then that obviously
16 caused the value of the whole cryptocurrency
17 portfolio to blow up. So there was a lot more than
18 \$3 million in the Binance account, so then any
19 money coming in, I'd pretty much subtract it off
20 the top of the gains from that account from other
21 investors.

22 Now, there was also a coin called -- I
23 can't remember if it was SafeMoon or another coin,
24 but I made some money when one of these coins went
25 up 65,000 percent back in 2021. Now, 62,000

1 percent seems ridiculous, but it happened, and you
2 can look at the history of the coin, and it
3 happened within the span of literally 20 minutes.

4 710 Q. Okay. So --

5 A. And so I would make gains on that
6 portfolio, and then any money coming in from other
7 investors I knew that I had a giant pillow of
8 profit of funds growing in this account.

9 711 Q. So I'm going to see if I
10 understand this here. You had some funds, and you
11 had some cryptocurrency or foreign exchange
12 currency. When those assets appreciated, it's not
13 because you were -- well, they appreciated, and
14 then this \$15 million over time, that essentially
15 always stayed in your -- or the majority of it
16 always stayed in your bank accounts, and it was the
17 minority that was actually used to purchase crypto
18 or foreign currency?

19 A. Yes, essentially, and -- because I
20 had cryptocurrency portfolios growing in the
21 background, and the only time I would really kind
22 of withdraw from it -- for example, if an investor
23 wanted a withdrawal of \$10,000, for example, but
24 they wanted it in cryptocurrency, I would send them
25 that \$10,000 directly from the cryptocurrency

1 platform or a cryptocurrency platform where I had
2 cryptocurrency. Investors would sometimes request
3 bitcoin, or they'd sometimes request USDT, which is
4 Tether, which is another version of cryptocurrency
5 or another different cryptocurrency, and so on and
6 so forth.

7 712 Q. Right. And so the money actually
8 in your bank account or bank accounts, you would
9 just use that for personal expenses, I guess?

10 A. I would use it as personal
11 expenses, I would use it as a payout to other
12 investors and -- yeah.

13 713 Q. And that was always the case?
14 That was when you started and well into 2021, 2022
15 that that sort of business model was always the
16 same?

17 A. Well, yes, because I found it was
18 the easiest way to operate and do things instead of
19 going through all the steps to convert the
20 crypto -- convert cryptocurrency to, like, Canadian
21 dollars and then wire money from your -- from the
22 bank account over to Binance because I'm not sure
23 if you've had any experience purchasing
24 cryptocurrency through a bank account in large
25 amounts, but it's extremely, extremely hard to do

1 because of regulatory standards, so you have a do
2 little amounts at a time. For example, one of the
3 most popular wallets here in Canada is KuCoin, and
4 they only allow you to deposit, like, 10,000 or
5 \$20,000 per day.

6 714 Q. Right. So is it fair to say,
7 then, that the majority of amounts that you
8 received from investors were not actually used to
9 purchase cryptocurrency or foreign currency?

10 A. Well, yeah, I guess it's fair to
11 say that because, like I said, I had the cushion on
12 the money that I made that I would just subtract it
13 off the top.

14 715 Q. Right. Okay. So I understand
15 that evidence. And so all of the money that was
16 deposited into your bank accounts, your various
17 bank accounts, you agreed that it was used for
18 personal expenses, and it was also used to pay back
19 investors who wanted to make withdrawals, right?

20 A. Well, like, I saw everything kind
21 of as one pool, so it was, like, it didn't -- I
22 didn't -- it didn't matter where the money was
23 coming from since it was all considered one pool.

24 716 Q. Right. Okay. So is it fair to
25 say that if you had liquidated your assets in

1 November of 2021, you could have repaid everyone's
2 principal? Is that what they were worth back then?

3 A. I could have. I could have
4 liquidated my assets in 2021, and everybody would
5 have been whole again, and there still would have
6 been, like, lots of money left over on the top.

7 717 Q. Right. And you incorporated AP
8 Private Equity Limited after that, right, in
9 December 2022?

10 A. Not December 2022. AP Private
11 Equity was the end of 2021.

12 718 Q. Okay. Thank you.

13 A. Right, yeah.

14 719 Q. Yeah. Thank you for that.

15 A. No, no problem.

16 720 Q. Why did you (audio cut out)?

17 A. Sorry?

18 721 Q. Why did you incorporate AP Private
19 Equity Limited?

20 A. It was for -- I was actually
21 advised to do it because -- so when I was talking
22 to -- because I would talk to Terry Chang the
23 landlord at [REDACTED] about any financial matters
24 or financial questions that I had just because I
25 knew his experience as a banker, so he said, like,

1 how you're operating, you could get -- like, you
2 could get messed up when it comes to tax season,
3 and then it could get very -- it could get very
4 messy with the way you're doing things, so he
5 said -- he advised me the best thing to do was to
6 incorporate, so that's where he actually made the
7 connection for me to Jeff Levy and that whole firm
8 of lawyers, accountants and whatnot. I think the
9 name of the firm is Levy Zavet, if I remember
10 correctly, and that is essentially why I
11 incorporated that company, because I knew that
12 would probably be the best thing to do moving
13 forward.

14 722 Q. Right. And at the same time in
15 December of 2021, you told investors there would be
16 delays if they wanted to withdraw their money,
17 right?

18 A. Yes, around that time I did.

19 723 Q. Right. And that's because you
20 wanted to try to recoup your losses; is that right?

21 A. Yeah, I wanted to get some time to
22 make some money back for the creditors and for the
23 investors, and then I tried to do it for a few
24 months, and then when I saw that, it wasn't really
25 feasible. That's when I started exploring selling

1 some of my personal assets to repay some creditors.

2 The first thing that I looked at were a
3 couple of cars that I was leasing to see if I had
4 equity in some of them. I sold, what was it -- I
5 was able to sell a couple of cars, but when I sold
6 a couple of cars, that's when the Mareva order
7 ended up coming in, so I essentially had to stop
8 what -- I had to stop what I was doing because I
9 wanted to comply with the order, and the only
10 vehicle that I successfully sold for money was a --
11 was the Audi R8 that I got an \$80,000 truck for,
12 and I deposited that into the Ukrainian Credit
13 Union account.

14 724 Q. Right. So you didn't, however,
15 tell your investors that you had suffered losses.
16 When you told them that there would be delays in
17 withdrawing their money, you didn't tell them that
18 you had suffered losses?

19 A. Well, there were -- a lot of the
20 investors at the time I wasn't in direct contact
21 with. A lot of the investors that I was in direct
22 contact with from the --

23 725 Q. So I'm talking about in December
24 of 2021 and January of 2022.

25 A. Oh, sorry, that timeframe, yeah.

1 So it would be -- can you repeat the question,
2 sorry?

3 726 Q. Just so we're clear, in December
4 of 2021 into January of 2022, that time period, you
5 agreed with me before that you had told investors
6 that there would be delays and withdrawals, right?

7 A. Yes.

8 727 Q. Right, because you wanted to have
9 time to recoup losses, right?

10 A. Yes.

11 728 Q. Right. And you did not tell them
12 that you had suffered losses?

13 A. I did not tell them I suffered
14 losses, no.

15 729 Q. Okay. And you continued to tell
16 them that you were making money?

17 A. Well, there were actually a couple
18 of investors that I did say, like, we were in a
19 little bit of trouble, and then obviously they
20 didn't take that too, too well, so it -- so after
21 the first couple of people that I told, it really
22 isn't sit well with me how they were acting, and
23 that's why I had to hire this security in front of
24 my home when I did, and that's essentially when I
25 started telling people that there was going to be

1 delays, and that was so I could take more time for
2 money.

3 I even told investors after February, I
4 think it was, February or March or something, that
5 there was going to be no more trading and that I am
6 going to start repaying people their money back and
7 their funds back. I think it was after March or
8 April or sometime at the start of the year that I
9 told investors that, and then that's when everybody
10 kind of blew up and didn't really give me a chance
11 to do things. There were people that were
12 pressuring because they were, like, I want to get
13 paid first, I want to get paid first, and
14 essentially if somebody was taking a picture of my
15 family's house or threatening me family,
16 threatening me, threatening me girlfriend at the
17 time, I would pay them first to get them off my
18 back.

19 And then, from my understanding, that
20 word got around, you have to threaten this guy to
21 get your money out of him, and then that's when
22 people started threatening more, people started
23 doing it by means of extortion too. There were
24 people -- there was this one guy who went by the
25 alias Mike, and to this day I still don't think

1 anybody knows who he is, but he tried to extort me
2 and my whole friend group at the time, and he was
3 successful. He got over half a million dollars out
4 of myself alone. I know he got some money out of
5 Mitchell Learning. I don't know if he got any --
6 if he was successful in getting money out of any
7 other people. Probably, I imagine, he would have
8 been. And there is -- I know there's history of
9 messages between me and him, whoever he is, on my
10 device that the trustee imaged.

11 And, yeah, that's -- everything just
12 got really, really messy after, I'd say, March,
13 April, around that time.

14 730 Q. Okay. I'm going to show you some
15 WhatsApp messages up here with Sascha Singh.

16 A. No problem.

17 731 Q. Can you see that okay?

18 A. Yeah, I can zoom in on it. I'll
19 just follow your cursor wherever your cursor goes.

20 732 Q. Right. So in late December 2021
21 you sent Mr. Singh a message, this longer message
22 here, right?

23 A. Yeah.

24 733 Q. And you told him that there would
25 be delays of up to one to two weeks in fulfilling

1 withdrawal requests, right?

2 A. Yes.

3 734 Q. Right. Okay. And then later on
4 March 28th you told him that your gains over the
5 last two weeks were 7 percent and 5.93 percent,
6 right?

7 A. Yes.

8 735 Q. Right. So as late as end of March
9 you were still telling Mr. Singh that you were
10 making money?

11 A. Yes.

12 736 Q. Okay. And you had not told him
13 that you were losing money yet?

14 A. No.

15 737 Q. Right. Okay. The same day, yeah,
16 I suppose 12 minutes later, you referred to this
17 compound in Balsam Lake?

18 A. Yeah.

19 738 Q. What can you tell me about that?

20 A. I don't remember putting a 600K
21 deposit on anything in Balsam Lake. It may have
22 been in regards to something else.

23 739 Q. Okay. So --

24 A. I know Balsam Lake, and I know
25 that deposits on houses there are nowhere near that

1 much.

2 740 Q. Okay. So just so we're clear, the
3 figure there was 800,000, not 600,000, but that --

4 A. Oh, sorry, 800,000.

5 741 Q. That's okay. So did you ever have
6 any agreement to purchase a property in Balsam
7 Lake?

8 A. I never did, no.

9 742 Q. So you have no idea of what this
10 refers to at all?

11 A. I can't remember, and I have no
12 idea what that one refers to.

13 MR. SOUTTER: Okay. I'll mark that
14 as the next exhibit and have it up loaded to the
15 share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT NO. 10: Excerpt of WhatsApp
18 messages between Aiden Pleterski and
19 Sascha Singh.

20 BY MR. SOUTTER:

21 743 Q. So I understand, you know, it's
22 2:52 now, we need to wrap this up by 3, so
23 unfortunately we didn't get to go everywhere I
24 wanted to today, and we have a few things that we
25 expect from you, so I'm going to adjourn the

1 examination, and we will discuss when to have it
2 back on, but Mr. Simaan and I can do that when he
3 returns from his time away.

4 A. Sorry to interrupt. I want to add
5 something to your last point about that thing on
6 Balsam Lake, actually. So I know that Mr. Singh
7 has -- he was very, very pushy when it came to
8 receiving his funds, him and his business partner,
9 I guess you could say, I don't know their exact
10 relationship, Akil Heywood, and Akil is still, by
11 the way, uttering threats, and very dangerous
12 violent threats, to me over Instagram comment
13 sections on my posts and text messages. And,
14 anyways, I think my thinking was back then that I
15 wanted Mr. Singh, since he was kind of the main
16 antagonist with threatening me, my family, even on
17 our vacation in Barbados, which I told the trustees
18 about, that he -- that I wanted to -- I wanted him
19 to feel that I was at least trying to do something
20 so he would kind of back off a little bit because
21 he would show up to my house, he would show up to
22 my parents' house, he would take pictures of my
23 brothers out in public, he would take pictures of
24 my parents' house when I'm not even there, and
25 obviously it kind of scared me or startled me a

1 little bit.

2 So I was in the process of liquidating
3 funds to get to him. I told him that. Still not
4 enough for him, so that's why I wanted to make him
5 feel like -- so he would back off and ease up a
6 little bit, but obviously looking back, the
7 police -- it probably would have been a lot better
8 just to call them if I felt like I was in that much
9 danger.

10 744 Q. Okay. So do I understand it,
11 then, that there was never any Balsam Lake property
12 or any deposit made in respect of any Balsam Lake
13 property, and you said that only to appease him?
14 Is that what I understand your evidence to be?

15 A. Well, yeah. He was literally
16 scaring me. Like, I was -- I was barely sleeping
17 at night, and my ex-girlfriend was up all night
18 looking at the cameras on her phone.

19 745 Q. Okay.

20 A. So even when we would have the
21 security guy standing outside of our house, it
22 still felt very uneasy.

23 MR. SOUTTER: Okay. Well, I will,
24 you know --

25 MR. SIMAAN: Adjourn there, yes.

1 Okay.

2 (Adjourned at 2:56 p.m.)

3
4 CERTIFIED COURT REPORTER'S CERTIFICATE

5
6
7
8 I, LISA MacDONALD, CSR, Certified Court Reporter,
9 hereby certify that the foregoing pages contain a
10 true and correct transcription of the recorded
11 proceedings herein to the best of my knowledge,
12 skill and ability.

13
14
15 

16
17 LISA MacDONALD, CSR

18 CERTIFIED COURT REPORTER
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Appendix “8”

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
(OF THE TOWN OF WHITBY IN THE PROVINCE OF ONTARIO)

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

Date: May 2, 2023

OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY
451 Talbot Street, Suite 303
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ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
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Tab	Document
1.	<i>Notice of Intended Opposition to Discharge of Bankrupt</i>
2.	Service List
A.	Exhibit “A” – Bankruptcy Orders for Aiden Pleterski and AP Private Equity Limited dated August 9, 2022
B.	Exhibit “B” – Form 79, <i>Statement of Affairs (Non-Business Bankruptcy/Proposal)</i> , for Aiden Pleterski dated August 15, 2022
C.	Exhibit “C” – Form 78, <i>Statement of Affairs (Business Bankruptcy/Proposal)</i> , for AP Private Equity Limited dated August 15, 2022
D.	Exhibit “D” – Omnibus Order dated October 28, 2022

- E. Exhibit “E” – Examination of Aiden Pleterski, November 24, 2022
- F. Exhibit “F” – Form 80, *Trustee’s Notice of Intended Opposition to Discharge of Bankrupt* dated February 24, 2023
- G. Exhibit “G” – Abridged (without appendices) Third Report of the Trustee dated March 14, 2023

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

TAB “1”

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

TAKE NOTICE that Jinny Kim , Senior Bankruptcy Analyst for the Superintendent of Bankruptcy (the “**Superintendent**”), on behalf of the Superintendent, intends to oppose the discharge of the Bankrupt on the following grounds:

- Paragraph 173(1)(a) – the assets of the bankrupt are not of a value equal to fifty cents on the dollar on the amount of the bankrupt's unsecured liabilities, unless the bankrupt satisfies the court that the fact that the assets are not of a value equal to fifty cents on the dollar on the amount of the bankrupt's unsecured liabilities has arisen from circumstances for which the bankrupt cannot justly be held responsible;

- Paragraph 173(1)(b) – the bankrupt has omitted to keep such books of account as are usual and proper in the business carried on by the bankrupt and as sufficiently disclose the business transactions and financial position of the bankrupt within the period beginning on the day that is three years before the date of the initial bankruptcy event and ending on the date of the bankruptcy, both dates included;
- Paragraph 173(1)(d) – the bankrupt has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the bankrupt's liabilities;
- Paragraph 173(1)(e) – the bankrupt has brought on, or contributed to, the bankruptcy by rash and hazardous speculations, by unjustifiable extravagance in living, by gambling or by culpable neglect of the bankrupt's business affairs;
- Paragraph 173(1)(o) – the bankrupt has failed to perform the duties imposed on the bankrupt under this Act or to comply with any order of the court.

These facts, and any other facts that this Honourable Court may allow, will be brought to the Court's attention by a representative of the Superintendent at the Discharge Hearing.

In filing this Notice of Intended Opposition to Discharge (the "**Opposition**"), I note the following information:

1. The bankrupts were issued a Bankruptcy Order on August 9, 2022, and Robert Stelzer, Grant Thornton Limited, Licensed Insolvency Trustee (the "LIT"), was appointed as LIT. Attached hereto, and marked as **Exhibit "A"** is a copy of the Bankruptcy Orders;

2. In accordance with the bankrupt's sworn Statement of Affairs (the "Form 79"), Mr. Aiden Pleterski declared \$1,793,010.00 in assets and \$765,235.00 in liabilities. The bankrupt cited "inexperience", as the reason for their financial difficulty. Attached hereto, and marked as **Exhibit "B"** is a copy of the Form 79;
3. In accordance with the bankrupt's sworn Statement of Affairs (the "Form 78"), AP Private Equity Limited declared \$45,000.00 in assets and \$12,155,503.00 in liabilities. Attached hereto, and marked as **Exhibit "C"** is a copy of the Form 78;
4. On October 28, 2022, the LIT was granted an Omnibus Order which included the approval and authorization of the bankruptcy proceedings of AP Private Equity Limited (Court File No./Estate No.: BK-22-00208581-OT-31) and Aiden Pleterski (Court File No./Estate No.: BK-22-00208582-OT-31) to be procedurally and substantively consolidated. Attached hereto, and marked as **Exhibit "D"** is a copy of the Omnibus Order;
5. With the bankruptcies of Aiden Pleterski and AP Private Equity Limited being procedurally and substantively consolidated, the total declared assets and liabilities are \$1,838,010.00 and \$12,920,733.00, respectively.
6. On November 24, 2022, Aiden Pleterski was examined under oath pursuant to section 163 of the BIA. During the examination, the bankrupt stated that no master log book or accounting records were maintained with respect to investment activity, other than what could be found in text messages or emails.¹ However, the bankrupt did provide Excel spreadsheets to some investors via email. These spreadsheets were not saved and overwritten each time.² Attached hereto, and marked as **Exhibit "E"** is a copy of Aiden Pleterski's Examination Record.

¹ Exhibit "E" – Examination of Aiden Pleterski ("**Pleterski Examination**"), page 55, lines 10-25 and page 56, lines 1-8

² Pleterski Examination, page 57, lines 2-7, page 58, lines 7-25, page 59, lines 1-19, page 64, lines 8-25, page 65, lines 1-23

7. On February 24, 2023, the LIT issued a *Notice of Intended Opposition to the Discharge of Bankrupt* (Form 80). Within its opposition, the LIT cited the *Bankruptcy and Insolvency Act* (the “**BIA**”) subsections 157.1(3), 158(a), 158(b), 158(d), 158(h), 163(1), and paragraph 173(1)(o) as grounds for opposing the discharge of the bankrupt. Attached hereto, and marked as **Exhibit “F”** is a copy of the Form 80.
8. On March 15, 2023, the LIT issued the Third Report of the Trustee (the “**Third Report**”). Within the Third Report, the LIT identified the factors for which the bankrupt’s discharge could be refused, suspended or granted conditionally in accordance with subsection 173(1) of the BIA. These facts will be brought to the Court’s attention at the prospective Discharge Hearing. Attached hereto, and marked as **Exhibit “G”** is a copy of the Third Report (without appendices).
9. As noted in the Third Report, the bankrupts have not satisfactorily accounted for all assets, including a luxury watch, and more importantly, evidence of cryptocurrency assets and subsequent losses.³
10. The LIT conducted a detailed bank analysis across several different banking institutions. The analysis found that total net receipts, and subsequently the net disbursements, was \$41.5 million.⁴ Of the \$41.5 million in disbursements, Mr. Pleterski spent approximately \$13.5 million of investor funds on his personal lifestyle.⁵
11. The bankrupts have failed to complete their duties pursuant to section 158 of the BIA. The details are noted by the LIT in Form 80 (**Exhibit “F”**) and the Third Report (**Exhibit “G”**).

Given the noted facts and information as described, the Superintendent respectfully recommends the bankrupt’s application for discharge be suspended and conditional.

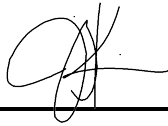
³ Exhibit “G” – Third Report of the Trustee (“**Third Report**”), page 25, paragraph 70

⁴ Third Report, page 9, paragraph 18

⁵ *Ibid*, page 9, paragraph 18 and page 25, paragraphs 68 and 69

It is the intention of the Superintendent to serve a copy of this Opposition to the LIT, the Bankrupts, the Bankrupts legal counsel, and the Court by way of email.

Dated at the city of London in the Province of Ontario this 2nd day of May, 2023.

A handwritten signature in black ink, appearing to be 'Jinny Kim', is positioned above a horizontal line.

Jinny Kim, Senior Bankruptcy Analyst
for the Superintendent of Bankruptcy

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

TAB “2”

SERVICE LIST

**TO: ONTARIO SUPERIOR COURT OF JUSTICE
BANKRUPTCY COURT ADMINISTRATION**
330 University Avenue
Toronto, Ontario M5G 1R7
Justice Services Online – Bankruptcy Submission Online Portal

AND TO: ROBERT STELZER, GRANT THORNTON LIMITED
Email: Rob.Stelzer@ca.gt.com

Court-appointed Trustee in bankruptcy of the estates of Aiden Pleterski and AP
Private Equity Limited

AND TO: AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
Email: apleterski32@gmail.com; aiden.pleterski@gmail.com

AND TO: MICHAEL SIMAAN, KRAMER SIMAAN DHILLON LLP
Email: msimaan@kramersimaan.com

Lawyers for the Bankrupts

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “A”

District of Ontario
Division No.: 07
Court File No.: BK-22-00208582-OT31
Estate No.: BK-22-00208582-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	TUESDAY, THE 9TH
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2022
	)	
	)	

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of Aiden Pleterski of the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of Aiden Pleterski by his counsel,

AND it appearing to the court that the following acts of bankruptcy have been committed:

(a) the debtor, Aiden Pleterski, has ceased to meet his liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and

(b) the debtor, Aiden Pleterski, has given notice to his creditors that he has suspended or that he is about to suspend payment of his debts.

1. THE COURT HEREBY ORDERS that Aiden Pleterski, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.



Digitally signed by
Mr. Justice
Cavanagh

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

Court File No.: BK-22-00208582-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

BAKER & MCKENZIE LLP
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

David Gadsden (LSO #50749U)
e: david.gadsden@bakermckenzie.com
t.: 416.865.6983 / f: 416.863.6275

Michael Nowina (LSO #49633O)
e: michael.nowina@bakermckenzie.com
t.: 416.865.2312 / f: 416.863.6275

Ben Sakamoto (LSO #75240O)
e: ben.sakamoto@bakermckenzie.com
t: 416.865.2316 / f: 416.863.6275

Lawyers for the Applicants

District of Ontario
Division No.: 07
Court File No.: BK-22-00208581-OT31
Estate No.: BK-22-00208581-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	TUESDAY, THE 9TH
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2022
	)	
	)	

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of the AP Private Equity Limited, in the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of the company by its counsel,

AND it appearing to the court that the following act of bankruptcy have been committed:

(a) AP Private Equity Limited, has ceased to meet its liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and

(b) AP Private Equity Limited, has given notice to its creditors that it has suspended or that it is about to suspend payment of its debts.

1. THE COURT HEREBY ORDERS that the said AP Private Equity Limited, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.

 Digitally signed by
Mr. Justice
Cavanagh

**IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province
of Ontario**

Court File No.: BK-22-00208581-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

BAKER & MCKENZIE LLP
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

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Ben Sakamoto (LSO #75240O)
e: ben.sakamoto@bakermckenzie.com
t: 416.865.2316 / f: 416.863.6275

Lawyers for the Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “B”

District of **Ontario**
Division No. **7**
Court No. **BK-22-00208582-OT31**
Estate No. **BK-22-00208582-O**

FORM 79

Statement of Affairs (Non-Business Bankruptcy/Proposal)
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsection 50(2) and 62(1) and Paragraph 66.13(2)(d) of the Act)

In the matter of the bankruptcy of
AIDEN PLETERSKI, Investor (Unemployed), of the **Town of Whitby**, in the province of **Ontario**,
In the matter of the bankruptcy of Aiden Pleterski of the town of Whitby, in the province of Ontario.

Original

ASSETS							
Type of Asset		Description (provide details)	Estimated Dollar Value	Exempt Property		Secured Amount / Liens	Estimated Net Realizable Dollar Value*
				Yes	No		
1. Cash on hand		Cash on hand	498,000.00		X	0.00	498,000.00
2. Furniture							
3. Personal effects							
4. Cash-surrender value of life insurance policies, RRSPs, etc.							
5. Securities							
6. Real property or immovables	House						
	Cottage						
	Land						
7. Motor vehicle	Automobile	2018 - McLaren - 720s - SBM14DCA7JW000426	290,000.00		X	0.00	290,000.00
		2018 - Lamborghini - Huracan Performante - ZHWCD4ZF6JLA10574	370,000.00		X	0.00	370,000.00
		2021 - Audi - RS3 / RS5 Sportback - WUABWCF56MA902814	90,000.00		X	0.00	90,000.00

		2020 - Audi - R8 Spyder - WUA4BCFX2L7900222	225,000.00		X	0.00	225,000.00
		2015 - BMW - i8 - WBY2Z2C57FV391837	70,000.00		X	0.00	70,000.00
		2018 - Honda - Civic Type R - SHHFK8G33JU300605	40,000.00		X	0.00	40,000.00
		2017 - McLaren - 570GT - SBM13GAA4HW002040	160,000.00		X	0.00	160,000.00
		2019 - Range Rover - Velar - SALYM2FX8KA783520	50,000.00		X	0.00	50,000.00
		2020 - Audi - 4PR / Audi A4 Sedan Technik - WAUFNAF41LA044452	1.00		X	0.00	1.00
		2022 - Audi - RS Q8 - WU1ARBF15ND015568	1.00		X	0.00	1.00
	Motorcycle	Kawasaki - Ninja 650	1.00		X	0.00	1.00
	Snowmobile						
	Other	ZForce - 800 EX	1.00		X	0.00	1.00
8. Recreational equipment							
9. Estimated tax refund		Debtor/Bankrupt - GST/HST - 2022	1.00		X	0.00	1.00
		Debtor/Bankrupt - Pre - Federal - 2022	1.00		X	0.00	1.00
		Debtor/Bankrupt - Post - Federal - 2022	1.00		X	0.00	1.00
10. Other assets		Other - Shoes	1.00		X	0.00	1.00
		Other - Jewellery	1.00		X	0.00	1.00
		Other - Miscellaneous	1.00		X	0.00	1.00
TOTAL			1,793,010.00			0.00	1,793,010.00

August 15, 2022

Date

Bankrupt/Debtor

*For a summary administration, indicate value net of the direct realization costs referred to in Rule 128(1) of the *Bankruptcy and Insolvency General Rules*.

LIABILITIES

			Liabilities type code (LTC) 1. Real property or immovable mortgage or hypothec 2. Bank loans (except real property mortgage) 3. Finance company loans 4. Credit cards - bank/trust company issuers 5. Credit cards - other issuers 6. Taxes - federal/provincial/municipal 7. Student loans 8. Loans from individuals 9. Other			
Creditor	Address (including postal code)	Account No.	Amount of Debt			Enter LTC
			Unsecured	Secured	Preferred	
1. Eon Darnell Williams	883 Black Cherry Drive Oshawa, Ontario Canada, L1K 0P5		20,000.00	0.00	0.00	9
2. Larry Cole	152 Benjamin Blvd Toronto, Ontario Canada, M1K 3P5		50,000.00	0.00	0.00	9
3. Edge Imaging Inc.	940 Gateway Drive Burlington, Ontario Canada, L7L 5K7		127,125.00	0.00	0.00	9
4. The Insurance Market	1935 Silicone Drive Pickering, Ontario L1W 3V7		65,109.00	0.00	0.00	9
5. Leon Francis	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		20,000.00	0.00	0.00	9
6. Noel Carpenter	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		10,000.00	0.00	0.00	9
7. Donavon Elias Walker	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		30,000.00	0.00	0.00	9
8. Naillab Said	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		20,000.00	0.00	0.00	9
9. Dushandan Selvakumarasingam	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		10,000.00	0.00	0.00	9

10. Dwayne Kellyman	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		20,000.00	0.00	0.00	9
11. Darren P Walker	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		50,000.00	0.00	0.00	9
12. Patrick Fetras	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		20,000.00	0.00	0.00	9
13. Adrian Bryan	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		20,000.00	0.00	0.00	9
14. Joel E Anderson	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		45,000.00	0.00	0.00	9
15. Bart Drozdiewicz	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		100,000.00	0.00	0.00	9
16. Eeon McKeller	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		47,000.00	0.00	0.00	9
17. Bernie Bickle	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		10,000.00	0.00	0.00	9
18. Renita Persaud	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		10,000.00	0.00	0.00	9
19. Sheila Goodbrand	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		12,000.00	0.00	0.00	9
20. Atalia Charles	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		4,000.00	0.00	0.00	9
21. FCT Default Solutions for TD Bank	PO Box 2514 Station D London, Ontario N6A 4G9		1.00	0.00	0.00	9
22. Diane Moore	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		50,000.00	0.00	0.00	9

23. Kayron Grant	200 King Street West, 11th Floor Toronto, Ontario M5H 3T4		25,000.00	0.00	0.00	9
Pledged Assets: (provide details)	TOTAL	Unsecured	765,235.00			
	TOTAL	Secured		0.00		
	TOTAL	Preferred			0.00	
	TOTAL				765,235.00	

August 15, 2022

Date

Bankrupt/Debtor

INFORMATION RELATING TO THE AFFAIRS OF THE BANKRUPT/DEBTOR	
A. PERSONAL DATA	
1. Family name: PLETERSKI	Given names: AIDEN Date of birth: November 18, 1998
2. Also known as:	
3. Complete address, including postal code: 9 Corner Crt., Whitby, Ontario, Canada, L1P 1R7	
4. Marital status: (specify month and year of event if it occurred in the last five years)	Single
5. Full name of spouse or common-law partner:	
6. Name of present employer:	Occupation (bankrupt/debtor): Investor (Unemployed)
7A. Number of persons in household family unit, including bankrupt/debtor: 1	
7B. Number of persons 17 years of age or younger: 0	
8. Have you operated a business within the last five years?	Yes ☒ No (If yes) Name, type and period of operation: AP Private Equity Limited, Startup Investment Company, January 04, 2016 to August 09, 2022
B. WITHIN THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:	
9A. Sold or disposed of any of your property?	Yes No ☒
9B. Made payments in excess of the regular payments to creditors?	Yes No ☒
9C. Had any property seized by a creditor?	Yes No ☒
C. WITHIN THE FIVE YEARS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:	
10A. Sold or disposed of any property?	Yes No ☒
10B. Made any gifts to relatives or others in excess of \$500?	Yes No ☒

August 15, 2022

Date

Bankrupt/Debtor

D. BUDGET INFORMATION: <i>Attach Form 65 to this Form</i>
11A. Have you ever made a proposal under the <i>Bankruptcy and Insolvency Act</i> ? Yes No X
11B. Have you ever been bankrupt before in Canada? Yes No X
If you answered yes, provide the following details for all insolvency proceedings: (a) filing date and location of the proceedings; (b) name of trustee or administrator; (c) if applicable, whether the proposal was successful; (d) date on which Certificate of Full Performance or Discharge was obtained.
12. Do you expect to receive any sums of money that are not related to your normal income, or any other property within the next 12 months? Yes No X
13. If you answered yes to any of questions 9, 10, and 12, provide details.
14. Give reasons for your financial difficulties: Inexperience

I, **AIDEN PLETERSKI**, of the **City** of **Toronto** in the Province of **Ontario**, do swear (*or solemnly declare*) that this statement is, to the best of my knowledge, a full, true and complete statement of my affairs on **August 15, 2022** and fully discloses all property and transactions of every description that is or was in my possession or that may devolve on me in accordance with the *Bankruptcy and Insolvency Act*.

SWORN (*or SOLEMNLY DECLARED*)

before me at (*city, town or village*),

in the province of

on .

Commissioner of Oaths
for the Province of .

Signature of
bankrupt/debtor

NOTE: If a copy of this form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “C”

District of **Ontario**
Division No. **7**
Court No. **BK-22-00208581-OT-31**
Estate No. **BK-22-00208581-O**

FORM 78
Statement of Affairs (Business Bankruptcy/Proposal)
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the bankruptcy of
AP Private Equity Limited, of the **City** of **Whitby**, in the province of **Ontario**,
In the matter of the bankruptcy of AP Private Equity Limited of the city of Whity, in the Province of Ontario.

Original

To the bankrupt/debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of your bankruptcy / date of filing your proposal (*or, if applicable, notice of intention*), on **August 09, 2022**. When completed, this form and the applicable attachments will constitute your Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES		ASSETS	
(as stated and estimated by bankrupt/debtor)		(as stated and estimated by bankrupt/debtor)	
1.Unsecured creditors as per list "A"	\$ 12,155,503.00	1. Inventory	\$ 0.00
2.Secured creditors as per list "B"	0.00	2. Trade fixtures, etc.	0.00
3.Preferred creditors as per list "C"	0.00	3. Accounts receivable and other receivables, as per list "E"	
4.Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Good	\$ 0.00
Total liabilities	\$ 12,155,503.00	Doubtful	0.00
Surplus	\$ 0.00	Bad	0.00
		Estimated to produce	0.00
		4. Bills of exchange, promissory note, etc. as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	45,000.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovables as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00

I, **Aiden Pleterski**, of the **City** of **Toronto** in the Province of **Ontario**, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of my affairs on **August 15, 2022** and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the *Bankruptcy and Insolvency Act*.

If bankrupt/debtor is a corporation, add:

Amount of subscribed capital	\$0.00
Amount paid on capital	0.00
	0.00
Balance subscribed and unpaid	\$0.00
Estimated to produce	0.00
Total assets	\$45,000.00
Deficiency	\$12,110,503.00

SWORN (or SOLEMNLY DECLARED)
before me at **Toronto** the (**City**),
in the province of **Ontario**
on **August 15, 2022**.

David Bryant

Commissioner of Oaths for the Province of Ontario .	Signature of bankrupt/debtor
---	---------------------------------

**FORM 78 -- Continued
List "A"**

Unsecured Creditors

Names to be arranged in alphabetical order and numbered consecutively.

No.	Name of creditor	Address	Amount of claim
1.	9319697 Canada Ltd.	Walker Law, 1 Adelaide Street East Suite 2501 Att: Tanya Walker, Toronto, Ontario, , M5C 2V9	1.00
2.	Akil Heywood	DMG Advocates LLP, 1230-155 University Avenue Att: John Mather, Toronto, Ontario, , M5H 3B7	4,650,500.00
3.	Banknote Capital Inc.	DMG Advocates LLP, 1230-155 University Avenue Att: John Mather, Toronto, Ontario, , M5H 3B7	1.00
4.	Brad Rogers	379 Woodgrange Ave, Pickering, Ontario, , L1W 2B4	750,000.00
5.	Braden Martyniuk	1450 Blueline Road, Simcoe, Ontario, , N3Y 4K3	250,000.00
6.	Dave Hotrum	Michael Nowina, 181 Bay Street, Suite 2100, Toronto, Ontario, , M5J 2T3	320,000.00
7.	Dushandan Selvakumarasingam	Grant Thornton, 200 King Street West, 11th Floor, Toronto, Ontario, , M5H 3T4	15,000.00

8.	FCT Default Solutions for TD Bank	PO Box 2514 Station D, London, Ontario, , N6A 4G9	1.00
9.	James Somers	Grant Thornton, 200 King Street West, 11th Floor, Toronto, Ontario, , M5H 3T4	10,000.00
10.	Jeff Dignard	9214 Oak Ridges Drive, Gores Landing, Ontario, , K0K 2E0	975,000.00
11.	Kevin Kasim	Grant Thornton, 200 King Street West, 11th Floor, Toronto, Ontario, , M5H 3T4	10,000.00
12.	Nelson Lang	163 Ontario Street, Cobourg, Ontario, , K9A 3B6	500,000.00
13.	R. Craig Sandiland	Grant Thornton, 200 King Street West, 11th Floor, Toronto, Ontario, , M5H 3T4	10,000.00
14.	Ryan Brown	Michael Nowina, 181 Bay Street, Suite 2100, Toronto, Ontario, , M5J 2T3	100,000.00
15.	Sacha Amar Dario Singh	Walker Law, 1 Adelaide Street East Suite 2501 Att: Tanya Walker, Toronto, Ontario, , M5C 2V9	4,565,000.00

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "B"**

Secured Creditors

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given yyyy/mm/dd	Estimated value of security	Estimated surplus from security	Balance of claim unsecured
------------	-------------------------	----------------	------------------------	--------------------------------	----------------------------------	------------------------------------	--	-----------------------------------

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "C"**

Preferred Creditors for Wages, Rent, etc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued yyyy/mm/dd-yyyy/mm/dd	Amount of claim	Amount payable in full	Difference ranking for dividend
------------	-------------------------	-------------------------------	------------------------	--	------------------------	-------------------------------	--

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "D"**

Contingent or Other Liabilities

Give particulars of claims not set out in lists "B" or "C."

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred yyyy/mm/dd	Nature of liability
-----	------------------------------	------------------------	------------------------------	--------------------------------------	--	---------------------

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "E"**

Debts Due to the Bankrupt/Debtor

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt			Folio of ledgers or other book where particulars to be found	When contracted yyyy/mm/dd	Estimated to produce	Particulars of any securities held for debt
				good	doubtful	bad				

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "F"**

Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

No.	Name of all promissory, acceptors, endorsers, mortgagors and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due yyyy/mm/dd	Estimated to produce	Particular of any property held as security for payment of bill or note, etc.
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Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Continued
List "G"**

Real Property or Immovables Owned by Bankrupt/Debtor

Description of property	Nature of bankrupt's/debtor's interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
-------------------------	--	--------------------------------	-------------	--	-------------------

Bankrupt/Debtor

August 15, 2022

Date

**FORM 78 -- Concluded
List "H"**

Property

Give full particulars of property of every description that is in the bankrupt's/debtor's possession or that may devolve on the bankrupt/debtor in accordance with the Act and that is not included in any other list.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade				
(b) Trade fixtures, etc.				
(c) Cash in financial institution (name) (address)				
(d) Cash on hand	-- , ,	Cash	45,000.00	45,000.00
(e) Livestock				
(f) Machinery, equipment and plant				
(g) Furniture				
(h) Life insurance policies, RRSPs, etc.				
(i) Securities				
(j) Interests under wills, etc.				

(k) Vehicles				
(l) Taxes				
(m) Other property (state particulars)				

Bankrupt/Debtor

August 15, 2022

Date

NOTE: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “D”



Court File No./Estate No.: BK-22-00208581-OT-31
Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE
JUSTICE CONWAY

)
)
)

FRIDAY, THE 28TH
DAY OF OCTOBER, 2022

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby,
in the Province of Ontario

AND IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby,
in the Province of Ontario

OMNIBUS ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited (“**AP**”) and Aiden Pleterski (“**Pleterski**” and collectively, the “**Bankrupts**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion dated October 21, 2022 and the Second Report of the Trustee dated October 21, 2022 (the “**Second Report**”) and on hearing the submissions of counsel for the Trustee and such other counsel as were present, having been served as appears from the affidavit of service of Puya Fesharaki sworn October 26, 2022:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record of the Trustee is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in the Second Report.

APPROVAL AND AUTHORIZATION

3. **THIS COURT ORDERS** that the Second Report and the Trustee's activities set out therein be and are hereby approved, provided, however, that only the Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

CONSOLIDATION OF THE ESTATES

4. **THIS COURT ORDERS** that the bankruptcy proceedings of AP (Court File No./Estate No.: BK-22-00208581-OT-31) and Pleterski (Court File No./Estate No.: BK-22-00208582-OT-31) (the "**Proceedings**") are hereby procedurally and substantively consolidated.

5. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to administer the Proceedings hereafter on a consolidated basis for the purpose of carrying out its duties and other responsibilities pursuant to the *Bankruptcy and Insolvency Act*.

6. **THIS COURT ORDERS** that a single court file number (Court File No./Estate No.: BK-22-00208582-OT-31) shall apply to the Proceedings and the following title of proceeding shall apply hereafter to the Proceedings:

**"IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario"**

7. **THIS COURT ORDERS** that a copy of this Order shall forthwith be filed by the Trustee in the separate court files for each of the Proceedings. Thereafter, any documents filed in the Proceedings shall only be required to be filed in Court File No./Estate No.: BK-22-00208582-OT-31.

RELIEF RELATING TO MAREVA PROCEEDINGS

8. **THIS COURT ORDERS AND DIRECTS** Walker Law Professional Corporation to forthwith deliver to the Trustee copies of any and all transcripts relating to any examinations conducted in the Mareva Proceedings, together with any exhibits referred to therein and any undertakings provided in respect thereof (collectively, the “**Mareva Examination Documents**”).

9. **THIS COURT ORDERS** that, upon receipt of the Mareva Examination Documents, the Trustee is directed to pay legal costs totaling \$97,132.37 to the Mareva Plaintiffs, with \$35,606.16 of this amount to be payable directly to Walker Law Professional Corporation and the remaining \$61,526.21 to be payable directly to Sacha Amar Dario Singh.

PAYMENT TO PETITIONING CREDITORS

10. **THIS COURT ORDERS AND DIRECTS** the Trustee to pay \$63,534.98 to the Petitioning Creditors in respect of their legal costs incurred in these Proceedings.

ORDERS TO DELIVER UP INFORMATION

11. **THIS COURT ORDERS AND DIRECTS** the following parties to deliver to the Trustee any and all documents in their possession and control relating to the vehicles listed below, including but not limited to, any credit application or documentation evidencing the source and method of payment in respect of same:

- (a) Porsche Centre North Toronto in respect of the Porsche 718 Boxter bearing VIN# WP0CB2A8XJS229265;
- (b) Audi Durham in respect of the Audi e-tron bearing VIN# WA13AAGE4MB034139; and
- (c) Audi Durham in respect of the Audi S5 bearing VIN# WAUB4CF54NA011048; and
- (d) each of Porsche Centre North Toronto and Audi Durham in respect of any other vehicle that Pleterski purchased, leased or made any payments towards.

12. **THIS COURT ORDERS AND DIRECTS** Paul Motor Company to deliver to the Trustee any and all documents in Paul Motor Company's possession and control relating to the Lamborghini Aventador SVJ bearing VIN# ZHWCM6ZD1KLA08758, including but not limited to, any credit application, buyout value and mileage relating to the vehicle.

13. **THIS COURT ORDERS AND DIRECTS** NewRoads National Leasing to provide to the Trustee the contact particulars for the buyer of the Bentley Bentayga bearing VIN# SJAAC2ZV4HC016039. The Trustee shall keep such information disclosed by NewRoads National Leasing confidential and shall not publicly disclose such information.

SALE OF DRAGAN BMW

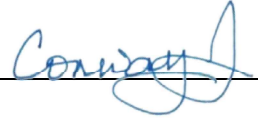
14. **THIS COURT AUTHORIZES AND DIRECTS** the Trustee to sell the BMW M8 bearing VIN# WBSDZ0C02LCD42132 and directs that the sale proceeds in respect thereof shall be for the benefit of the creditors of the Bankrupts.

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, including the Ministry of Transportation Ontario, to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Trustee and its agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

A handwritten signature in blue ink is written over a horizontal black line. The signature is cursive and appears to read "Conway J.". The line extends to the left and right of the signature.

IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario
AND IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208581-OT-31
Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

OMNIBUS ORDER

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

ONTARIO

SUPERIOR COURT OF JUSTICE

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF

AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT

PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE

BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “E”

1 Court File No./Estate No.: BK-22-00208582-OT-31

2 ONTARIO

3 SUPERIOR COURT OF JUSTICE

4 (IN BANKRUPTCY AND INSOLVENCY)

5 COMMERCIAL LIST

6
7 IN THE MATTER OF THE BANKRUPTCY OF

8 AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
9 of the Town of Whitby, in the Province of Ontario

10 -----
11 --- This is the Examination for Discovery of
12 AIDEN PLETERSKI, via Neesons, a Veritext Company's
13 virtual Zoom platform, with all participants attending
14 virtually, on the 24th day of November, 2022.

15 -----
16 Job No. ON 5594391

17
18 A P P E A R A N C E S :

19
20 MICHEAL SIMAAN, Esq. For the Applicant

21
22 ALEXANDER SOUTTER, Esq. For the Trustee

23
24 REPORTED BY: Charlotte Croix
25

I N D E X

WITNESS	EXAMINATION BY	PAGE
AIDEN PLETERSKI	MR. SOUTTER	5-163

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T and appear on the following pages: 20/7, 28/14, 58/20, 96/19, 100/18, 101/19, 130/10, 131/1, 131/13, 137/20, 130/3

INDEX OF ADVISMENTS

The questions/requests taken under advisement are noted by U/A and appear on the following pages: 97/15, 99/2

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: [None]

INDEX OF EXHIBITS

NUMBER/DESCRIPTION	PAGE/LINE NO.
1: Screen shot of text messages including a photo of a spreadsheet sent to Matthew Hinn.	4:64
2: Agreement of Purchase and Sale dated March 4, 2021.	15:68
3: Extract of text messages between Aiden Pleterski and Horst Pfaff McLaren.	20:79
4: Bank draft in the amount of \$100,000.	21:84
5: Lease agreement for the Ferrari 488 Pista.	7:88
6: Credit application for the Ferrari 488 Pista.	22:91
7: Agreement for Purchase and Sale of 725 Westney Road South.	6:94
: Video taken by Mason Doucette on June 13, 2022.	17:112
8: Bank draft in the amount of \$80,000.	23:114
9: Bank draft in the amount of	4:117

1 \$203,511.30.

2 10: Excerpt of WhatsApp messages
3 between Aiden Pleterski and Sascha
4 Singh.

17:161

1 --- Upon commencing at 9:30 a.m.

2

3 AIDEN PLETERSKI; AFFIRMED.

4 EXAMINATION BY MR. SOUTTER:

5 1 Q. Good morning. Your name is Aiden
6 Pleterski, yes?

7 A. Yes.

8 2 Q. Great. This is an examination
9 pursuant to Section 163 of the Bankruptcy and Insolvency
10 Act, and you have affirmed to tell the truth today?

11 A. Yes.

12 3 Q. Okay. Are you alone in that room?

13 A. Yes.

14 4 Q. And you're not communicating with
15 anyone except for us on this call right now?

16 A. That is correct.

17 5 Q. So no text, no emails up on your
18 phone?

19 A. No.

20 6 Q. Okay. Do you have any documents
21 with you?

22 A. I do not.

23 7 Q. Okay. And did you do anything to
24 prepare for this examination?

25 A. Had a brief phone call with Michael

1 yesterday.

2 8 Q. Okay. So I don't want you to tell
3 me about that.

4 A. Okay.

5 9 Q. Did you review any documents or
6 speak to anyone else?

7 A. No.

8 10 Q. Okay. I understand your birthday
9 was November 18th, 1998; is that right?

10 A. Correct.

11 11 Q. I'll just start, I think, with
12 some questions about your level of education.
13 Where did you go to high school?

14 A. Henry Street High School in
15 Whitby, Ontario.

16 12 Q. Did you graduate?

17 A. I did.

18 13 Q. When was that?

19 A. 2016.

20 14 Q. And after that did you pursue any
21 other education?

22 A. Yes. I went to Fanshawe College.

23 15 Q. That's in London, Ontario, right?

24 A. Correct.

25 16 Q. Right. And when was that?

1 A. That was in 2017 to 2020.
2 17 Q. So starting September 2017?
3 A. Yes.
4 18 Q. And ending in --
5 A. Ending in -- it was either
6 August -- it was either the summer semester or the
7 winter semester. I forget which one.
8 19 Q. So if it was the winter semester,
9 you would have ended it at the end of December
10 2019?
11 A. No, I would have ended April,
12 like, January to April.
13 20 Q. Okay. So you would have ended
14 April 2020?
15 A. Yes.
16 21 Q. Okay. And if it was the summer,
17 where would you have ended?
18 A. I would have ended in August.
19 22 Q. Okay. So either April or August
20 of 2020?
21 A. Yeah.
22 23 Q. Okay. What did you study?
23 A. Cyber security.
24 24 Q. And did you obtain any degree?
25 A. I did not, no.

1 25 Q. Okay. Any other formal education?

2 A. No.

3 26 Q. Any formal education in investing?

4 A. No.

5 27 Q. In cryptocurrencies?

6 A. No.

7 28 Q. In financial markets?

8 A. No.

9 29 Q. Or foreign currency markets?

10 A. No.

11 30 Q. So you have just learned all of
12 that by doing?

13 A. Essentially.

14 31 Q. Right. Did you learn any other
15 way?

16 A. YouTube videos, Google, quick
17 Google searches.

18 32 Q. So self-directed research?

19 A. Research basically.

20 33 Q. Okay, so I think that was our
21 first experiment with speaker issues. I asked
22 self-directed research, and then I didn't quite
23 hear what you said. I think you were agreeing with
24 me?

25 A. Yes.

1 34 Q. Okay. Great. Yeah, and, you
2 know, our court reporter said it, but we just have
3 to be quite careful about speaking over one
4 another.

5 A. Okay. My apologies.

6 35 Q. That's okay. And so your highest
7 level of education is this Fanshawe College
8 program?

9 A. Yes.

10 36 Q. Have you told people that you have
11 advanced knowledge of stockmarkets?

12 A. I have not.

13 37 Q. Or advanced knowledge of foreign
14 exchange markets?

15 A. I told people I was trading in the
16 foreign exchange markets. I don't recall telling
17 people that I had advanced knowledge in the foreign
18 exchange markets.

19 38 Q. And have you told people that you
20 had advanced knowledge of commodities markets?

21 A. No.

22 39 Q. I understand that you started
23 investing in 2015; is that right?

24 A. Correct.

25 40 Q. So you would have been still in

1 high school?

2 A. Yes.

3 41 Q. Right. And I take it you were 16
4 at the time?

5 A. Yes, 16 or 17.

6 42 Q. How did you get started in
7 investing?

8 A. I started investing in
9 cryptocurrency. I used to play video games where
10 you could purchase in-game items, or you could
11 purchase, like, in-game items in certain video
12 games, and then you'd be able to -- some video
13 games had different sales essentially where you
14 could save 15 to 20 or 25 percent some-odd by
15 purchasing these in-game items with cryptocurrency
16 as opposed to credit cards, debit cards. That's
17 part of my interest as to what cryptocurrency was,
18 and then from there essentially that's when I
19 started purchasing bitcoin and started investing in
20 some of the cryptocurrency markets, and that's what
21 peaked my interest because around the same time on
22 social media that's when I started seeing some
23 individuals as well posting luxury cars, posting
24 luxury lifestyles. Doing some research on some of
25 these individuals back then, if I recall correctly,

1 a majority of it was from cryptocurrency
2 investments, some real estate investments, and
3 that's what sparked my interest when it came into
4 the investing world.

5 43 Q. Okay. So let me unpack some of
6 that.

7 A. Okay.

8 44 Q. Let's talk about the video games.

9 A. Yeah.

10 45 Q. Was that Counter-Strike Go?

11 A. That was one of them.

12 46 Q. Right. What others?

13 A. Counter-Strike: Global Offensive
14 was one, Call of Duty was another one, Elder
15 Scrolls was another one. There were -- I believe
16 there were a couple more, but I don't recall
17 exactly which ones they were.

18 47 Q. Okay. Which Elder Scrolls?

19 A. Sorry?

20 48 Q. Which Elder Scrolls? Skyrim?
21 Oblivion?

22 A. No, Skyrim.

23 49 Q. Was that out in 2016 --

24 A. Yeah.

25 50 Q. -- or 2015?

1 A. Yes.

2 51 Q. And was that --

3 MR. SIMAAN: You're impressing me
4 right now, Alex.

5 MR. SOUTTER: Oh, okay.

6 BY MR. SOUTTER:

7 52 Q. Was that over Steam?

8 A. Yes.

9 53 Q. Did you used any other video game
10 platforms?

11 A. I owned an Xbox back then as well.

12 54 Q. But that didn't have anything to
13 do with the cryptocurrency discounts?

14 A. No.

15 55 Q. No.

16 A. The cryptocurrency discounts were
17 basically mods in the game that you could only
18 acquire on PC.

19 56 Q. Right. And you have a Steam
20 account, I understand, right?

21 A. I believe I still have an active
22 one, yes.

23 57 Q. Right. What's your username for
24 that account?

25 A. I don't remember what the username

1 is, but I can find it, or I can log in and obtain
2 that.

3 58 Q. Okay. I'm going to park the video
4 game chat for the moment.

5 So I think my original question was how
6 did you get started in investing, and your answer
7 was essentially you were playing video games and
8 wanted to buy in-game items, and cryptocurrency was
9 away of doing that. That's a fair summary?

10 A. Yes.

11 59 Q. All right. And where did you get
12 the money to start investing?

13 A. Birthday money from family. I
14 used to work as a baseball umpire back then. Some
15 more money from family. The majority of the money
16 came from family members.

17 60 Q. Right. And how much are we
18 talking about here?

19 A. I can't remember how much I
20 started investing back then.

21 61 Q. Right, but you were buying in-game
22 items for Counter-Strike and other video games. I
23 don't know, I've never purchased an in-game item or
24 a mod, I think you said, so how much are those?
25 Give me a sense.

1 A. They could -- they could range
2 anywhere from 3 cents all the way up to a few
3 thousand dollars.

4 62 Q. Okay. So you had a few thousand
5 dollars from family or from your umpire job; is
6 that fair?

7 A. Like I said, I can't remember how
8 much I had or started with back then.

9 63 Q. Right. And, again, I'm just
10 trying to get a sense here, but are we talking
11 about \$20,000, or are we talking about \$3,000, or
12 which of those two numbers is a better
13 approximation?

14 A. The 3,000 would be closer.

15 64 Q. Okay. And let me just try and
16 understand the mechanics of that. You would get
17 some amount of money, and I guess you would put it
18 into a bank account, and then you would use the
19 bank account to purchase cryptocurrency, which you
20 would then use to purchase the in-game item; is
21 that right?

22 A. No, because you couldn't
23 purchase -- or I didn't know how to purchase
24 cryptocurrency through a bank account back then, so
25 it would have been on -- with cash, or I do

1 remember purchasing pre-paid Visas since I didn't
2 have a Visa card back then.

3 65 Q. Okay. And so how would you
4 actually go about buying the cryptocurrency?

5 A. I would do it through websites. I
6 know I had a Binance account. Most of it would
7 have been through Binance or one or two other
8 exchanges that I do not remember the names of.

9 66 Q. Do you have any records of those
10 transactions?

11 A. I do not, no.

12 67 Q. No. Would they have emailed you
13 about, you know, thanks for buying a bitcoin, for
14 example? Would they have emailed you?

15 A. Most likely, yes.

16 68 Q. Okay. And which email is that?

17 A. That would have been my
18 [REDACTED] email.

19 69 Q. Okay. And that's spelled the same
20 way as your first and last name?

21 A. (No verbal response).

22 70 Q. Sorry, I didn't catch the answer
23 there.

24 A. Yes.

25 71 Q. Okay. Great. And I understand

1 there -- so it's [REDACTED]?

2 A. Yes.

3 72 Q. Okay. Great. Would they have
4 emailed any other email?

5 A. I don't think so.

6 73 Q. Okay. You now have another email
7 address, as I understand it. It's
8 [REDACTED], right?

9 A. I have not had access to that
10 email for about seven months now.

11 74 Q. Okay. Why is that?

12 A. Because I didn't pay the domain to
13 keep it active, so it got shut down.

14 75 Q. So I thought that was a Gmail
15 account?

16 A. Sorry, could you repeat the email
17 again?

18 76 Q. [REDACTED].

19 A. Oh, yes, that email -- I haven't
20 had access to that email in around the same time.

21 77 Q. And why is that?

22 A. I just haven't logged into it.

23 78 Q. Okay. But you could?

24 A. Yes.

25 79 Q. Okay. You mentioned that you had

1 another email, and you had not paid the domain fees
2 for it?

3 A. Yes.

4 80 Q. What email was that?

5 A. [REDACTED]

6 81 Q. Okay. And [REDACTED] is just
7 [REDACTED]?

8 A. Yes.

9 82 Q. Right. When did you start having
10 access to that -- I'll call it the admin account.
11 When did you start having access to that account?

12 A. Either the middle or end of 2021,
13 if I remember correctly.

14 83 Q. And you said you stopped having
15 access approximately seven months ago?

16 A. Yes.

17 84 Q. Okay. The

18 [REDACTED], when did you open that
19 account?

20 A. I think summer of 2021 or spring
21 of 2021.

22 85 Q. Okay. And other than those three
23 accounts, your two Gmail accounts and the admin
24 account, have you had any other email accounts?

25 A. No.

1 86 Q. Did you have a Fanshawe College
2 account?

3 A. Yes, I did have a Fanshawe college
4 email.

5 87 Q. Okay. What was that email?

6 A. I honestly don't remember. It
7 would have been either

8 [REDACTED], [REDACTED] or
9 [REDACTED], something along those lines.

10 88 Q. Okay. So other than those four
11 email accounts, then, have you had any other email
12 accounts?

13 MR. SIMAAN: During, like, what
14 period of time are we talking about?

15 MR. SOUTTER: Since 2015.

16 A. Yes, I did have one -- I remember
17 having one email. It was [REDACTED] like, you spell
18 [REDACTED], and then the number [REDACTED], and then
19 [REDACTED].

20 89 Q. Okay. And when did you have that
21 account?

22 A. Around when I was in high school,
23 and even before high school, I think elementary
24 school.

25 90 Q. Okay. Do you still use it?

1 A. No.

2 91 Q. No. When did you stop using it?

3 A. I think high school.

4 92 Q. Okay. The admin account, who was
5 the host for that account? Who were you paying to
6 have it active?

7 A. Google was the host of that
8 account.

9 93 Q. Okay. And --

10 A. It was a Gmail --

11 94 Q. Sorry, I think you said it was a
12 Gmail domain?

13 A. Yes.

14 95 Q. Okay. I was referring to the one
15 that was [REDACTED].

16 A. Yes.

17 96 Q. So you're telling me that that is
18 a Gmail domain?

19 A. Yes, it's hosted by Gmail.

20 97 Q. Okay. Thank you.

21 So I think I started by asking if you
22 were depositing money from your umpire job and your
23 family into a bank account, and you told me that
24 wasn't the case, which is fine. You did have a
25 bank account at the time, though, right, a

1 Scotiabank account?

2 A. Yes.

3 98 Q. That's the one ending 622, right,
4 the account number?

5 A. I don't memorize the account
6 number.

7 99 Q. Okay. Was that the only bank
8 account that you had open in 2015?

9 A. Yes.

10 100 Q. Okay.

11 A. I believe so.

12 101 Q. Okay. And you told me that you
13 did not have any credit cards at the time?

14 A. I don't believe I had a credit
15 card at that time, no.

16 102 Q. Okay.

17 A. I wasn't interested in it.

18 103 Q. And did you have any investment
19 accounts at the time?

20 A. No.

21 104 Q. And then other than the financial
22 account or the one or two other accounts that you
23 don't recall, did you have any other accounts where
24 assets were held?

25 A. No.

1 105 Q. No. Okay. This Scotiabank
2 account that you had in 2015, I guess you would
3 have been a minor when that was opened?

4 A. Yes, I would have been.

5 106 Q. Right. And so your parents would
6 have helped you open that?

7 A. I -- they didn't help me open it.
8 They solely opened it themselves.

9 107 Q. Oh, okay. So they opened the
10 account, and what do you mean when you say they
11 opened it themselves? Help me understand that.

12 A. It was opened when I was a baby or
13 shortly after I was born, if I remember correctly,
14 and -- or when I was very, very young, and then --
15 so I obviously wouldn't have been able to open it.

16 108 Q. Right. Okay. So they opened it
17 when you were very young, and eventually they added
18 you to the account; is that right? Do I understand
19 that correctly?

20 A. I think so.

21 109 Q. Okay. So they always essentially
22 had access to the account?

23 A. Yes.

24 110 Q. Right. Okay. I'm just going to
25 ask you about -- well, I guess let's put ourselves

1 in 2015. You got some money from this umpire gig
2 and your parents, and you were buying bitcoin to
3 buy things online, video game items?

4 A. Yes.

5 111 Q. Other than those funds, were you
6 investing other people's money at that point?

7 A. No.

8 112 Q. Right. And were you investing
9 other people's money while you were in high school?

10 A. No.

11 113 Q. In Fanshawe College?

12 A. No.

13 114 Q. Okay. So it would have been after
14 you graduated?

15 A. Yes.

16 115 Q. So sometime after either April or
17 August of 2020?

18 A. Yes.

19 116 Q. Right. And so if we find out
20 later when you graduated, how long after you
21 graduated would you say it was that you started
22 investing other people's money?

23 A. Fairly shortly after I graduated,
24 so I'd say within a few months, within a couple
25 months' time.

1 117 Q. Okay. I'd like you to find out
2 when you graduated for me and tell us that, please.

3 A. Okay.

4 118 Q. Okay. Thank you.

5 A. No problem.

6 U/T

7 119 Q. Were you living in London when you
8 went to Fanshawe College?

9 A. Yes.

10 120 Q. And when you graduated you came
11 home?

12 A. Yes.

13 121 Q. Okay. So you moved in with your
14 parents; is that right?

15 A. Yes.

16 122 Q. [REDACTED]?

17 A. Yes.

18 123 Q. Right. Okay. I also understand
19 that you moved into [REDACTED]?

20 A. Yes.

21 124 Q. When was that?

22 A. The end of 2020.

23 125 Q. Okay. So, like, November 2020?

24 A. November or -- I think it was
25 December. I think it was the early part of

1 December.

2 126 Q. Okay. Early December 2020. Yes?

3 A. Yes.

4 127 Q. Okay. Great. And that was an
5 apartment?

6 A. It was a house.

7 128 Q. Oh, it was a house. Okay. But
8 you rented it?

9 A. Yes.

10 129 Q. From Terry Chang?

11 A. Yes.

12 130 Q. And just for our reporter, that's
13 T-E-R-R-Y and then C-H-A-N-G.

14 Am I spelling that correctly?

15 A. Yes.

16 131 Q. Great. Did you have a lease
17 agreement with Mr. Chang?

18 A. Yes.

19 132 Q. How much was your rent?

20 A. I think it was 9,000 a month.

21 133 Q. \$9,000 a month?

22 A. Yes.

23 134 Q. Right. Do you have a copy of that
24 lease agreement?

25 A. It would be in the email. It

1 would have been in my emails when the trustee got
2 image via phone.

3 135 Q. This is the [REDACTED]
4 account?

5 A. Yes.

6 136 Q. And that would have been an email
7 from Terry Chang?

8 A. I think so.

9 137 Q. Okay.

10 A. He -- I don't remember him having
11 a real estate act on his behalf, so...

12 138 Q. Okay. Other than as landlord,
13 what was your relationship with Mr. Chang?

14 A. He was just my landlord, and at a
15 later date he later on became an investor.

16 139 Q. Okay. When was that?

17 A. When was he my landlord or --

18 140 Q. When did he become an investor?

19 A. I cannot remember that. It would
20 have been in the 2021 calendar year.

21 141 Q. Okay. And was that very quickly
22 after you started living at his -- at [REDACTED]
23 [REDACTED]?

24 A. It would have been after a few
25 months.

1 142 Q. Okay. So maybe in the spring,
2 maybe in the summer, but --

3 A. Yeah, maybe -- maybe in the
4 summer.

5 143 Q. Right. Do you recall how much he
6 invested?

7 A. I can't remember how much he
8 invested. I know it -- it would have been less
9 than -- it would have been less than 100 or
10 150,000.

11 144 Q. Why do you think that?

12 A. I don't know why I think that.

13 145 Q. Okay. Was he repaid?

14 A. I don't believe so.

15 146 Q. Okay. When did you stop living at
16 [REDACTED]?

17 A. I stopped living there full time
18 in -- it would have been when I moved into the
19 Burlington home, when that lease agreement started.

20 147 Q. So I'll come to the Burlington
21 home, and I understand there is an agreement in
22 respect of it. Did you move in on the same day
23 that that agreement was signed or a little while
24 later?

25 A. I moved in on the date that is on

1 the agreement when it becomes effective.

2 148 Q. Okay. I think previously you had
3 told the trustee that you moved in on March 12th,
4 2021. Does that ring a bell?

5 A. Yes.

6 149 Q. Right. And so you would have
7 lived at [REDACTED] until March 11th, the day
8 before?

9 A. Yes, March 11th or March -- well,
10 I guess technically March 12th because March 12th
11 is the date that I got the keys for that home.

12 150 Q. Okay.

13 A. So I would have left on March
14 12th.

15 151 Q. Okay. And you said you stopped
16 living there full time when you moved into the
17 Burlington home?

18 A. Yes.

19 152 Q. What does that mean, stopped
20 living there full time. You were living there part
21 time?

22 A. No. So I still had the lease
23 agreement active for the [REDACTED] house. I used
24 it mainly as an office space if people needed a
25 place to stay over for a night or two. If I was in

1 [REDACTED] for a night or two, I would stay there the
2 odd time, stuff like that.

3 153 Q. Okay. When did -- so you remained
4 a tenant, essentially?

5 A. Essentially.

6 154 Q. Right. And when did your tenancy
7 end?

8 A. It was supposed to end -- I
9 believe it was for three years, so it was supposed
10 to end for December of 2023, I believe, but it
11 officially ended -- or I stopped in the end of
12 winter or spring of 2022, I believe.

13 155 Q. And so from the time that you
14 moved in until the end of winter or spring -- well,
15 so from the time that you moved in to [REDACTED]
16 [REDACTED] until some point in 2022, either at the end
17 of winter or spring, you were a tenant --

18 A. (Audio cut out).

19 156 Q. Sorry, would you repeat that for
20 me?

21 A. It could have been the start of
22 summer too. It was just around that time.

23 157 Q. Okay. And you would have been
24 paying \$9,000 a month?

25 A. Yes.

1 158 Q. Right. Where did you get that
2 money to pay \$9,000 a month in rent?

3 A. From cryptocurrency and foreign
4 exchange trading profits.

5 159 Q. Okay. So let me just break that
6 down. So one source could have been cryptocurrency
7 profits?

8 A. Yes.

9 160 Q. And another could have been
10 foreign exchange trading profits?

11 A. Correct.

12 161 Q. And so when you say cryptocurrency
13 profits, are you talking about you bought a
14 cryptocurrency, it appreciated in value, and then
15 you sold it, and, therefore, profited? Is that
16 what you mean?

17 A. When I was -- when I mean
18 cryptocurrency profits, so instead of taking
19 multiple steps to liquidate the cryptocurrency or,
20 as you said, sold the cryptocurrency, let's say if
21 I had \$100,000 sitting in a cryptocurrency account,
22 and that 100,000 -- I was trading it, and it
23 appreciated to 110,000, and I had \$10,000
24 accessible in a bank account, I wouldn't take the
25 step to liquidate that \$10,000 in the

1 cryptocurrency account. I would take the 10,000
2 that was pre-existing in the bank account and then
3 use that.

4 162 Q. Okay, so help me understand this.
5 You would have some amount of cryptocurrency in an
6 account? Let's just start --

7 A. Yes.

8 163 Q. Let's start with that. So, you
9 know, you know this stuff a lot better than me, so
10 does that mean it's in a wallet somewhere, or it's
11 with a brokerage?

12 A. Both.

13 164 Q. So you would have cryptocurrency
14 in a wallet and in a brokerage?

15 A. Yes, but they -- that term can be
16 interchangeable.

17 165 Q. Okay. And what brokerage are we
18 talking about here?

19 A. Up until the end of 2021 Binance
20 was the main one.

21 166 Q. So from the point when you started
22 investing until the end of 2021, Binance was your
23 main cryptocurrency brokerage?

24 A. Yes, Binance was one that I used
25 quite a bit. I also used a wallet called BRD.

1 167 Q. Okay.

2 A. I had a Coinbase account as well.
3 I don't recall using the Coinbase account as heavy.
4 I registered an account with the cryptocurrency
5 brokerage called KuCoin, K-U Coin, however, I never
6 deposited anything into that account. And then
7 there were -- there were one or two other wallets
8 that I remember registering. I don't remember the
9 names of them, but I can find those out for you,
10 but they haven't been active since 2020 or 2021.

11 168 Q. Okay. Yes, please find those out
12 for me.

13 A. Yes.

14 U/T

15 169 Q. So you would have had some amount
16 of cryptocurrency in one of these accounts, let's
17 just say the Binance account, for example?

18 A. Yes.

19 170 Q. And it would have appreciated in
20 value?

21 A. Yes.

22 171 Q. Correct?

23 A. Yes.

24 172 Q. Okay. And help me understand the
25 next steps. You would have sold an amount equal to

1 the appreciation or --

2 A. No. When they appreciate in -- so
3 I kind of saw everything as one pool, I guess you
4 could say, so if I had money sitting accessible in
5 a bank account and the cryptocurrency account
6 appreciated by, call it, \$5,000, I would see that
7 as \$5,000 profit, and then I would take that \$5,000
8 out of the bank account instead of having to
9 liquidate it from the cryptocurrency account into a
10 bank account and then from the bank account just do
11 whatever with it from there because there -- when
12 you liquidate cryptocurrency, they always charge a
13 fee also known as a gas fee, and depending on the
14 amount, depending on the brokerage that you use,
15 there's a lot of variables, it determines what that
16 gas fee is. Sometimes with certain brokerages it's
17 a greater percentage, sometimes it's a lower
18 percentage. It also depends on the time of day,
19 the time of the year and so on and so forth and the
20 total volume in the market.

21 173 Q. Okay. So you would have
22 cryptocurrency in an account, and you would also
23 have money in a bank account, and you treated all
24 of this as one pool, and in order to avoid
25 disposition fees, so fees associated with selling

1 bitcoin, when your bitcoin appreciated in value,
2 you would withdraw the same amount as the value of
3 that appreciate from your bank account. Is that
4 all right?

5 A. Correct, yes.

6 174 Q. Okay. And are we still talking
7 about, you know, 2021 here, or is that always how
8 you operated?

9 A. That's typically always how I
10 would operate.

11 175 Q. Okay. So from when you started
12 investing all the way until you stopped investing?

13 A. Essentially.

14 176 Q. What do you mean "essentially"?
15 Are there exceptions to that?

16 A. Well, I mean yes.

17 177 Q. Okay. So --

18 A. When I say "essentially," I mean
19 yes.

20 178 Q. Okay. So other than that
21 activity, we started talking about what
22 cryptocurrency profits meant, and then you
23 described this activity that I just summarized.
24 Was there another way that you were -- like, would
25 you describe cryptocurrency another way, or is that

1 the only way that you'd describe them?

2 A. What do you mean by describe
3 cryptocurrency profits?

4 179 Q. So I think my original question
5 was how were you paying \$9,000 in rent to
6 Mr. Chang, and you told me that it was from both
7 cryptocurrency profit and foreign currency market
8 profits, right?

9 A. Yes.

10 180 Q. And I asked what that meant, what
11 cryptocurrency meant, and you described how you
12 would withdraw amounts from your various bank
13 accounts that matched the appreciation of your
14 cryptocurrency, and I just want to understand if
15 that's -- is that the only type of cryptocurrency
16 profit that we're talking about?

17 A. By the only time of cryptocurrency
18 do you mean, like, only bitcoin games or -- I'm not
19 really understanding -- sorry, I'm not really
20 understanding your question entirely.

21 181 Q. Okay. I guess I'm just trying to
22 understand what cryptocurrency profits means, and
23 you gave me an explanation, and I'm trying to
24 understand if that's the only explanation or if
25 there are other types of things that fall within

1 your understanding of cryptocurrency profits?

2 A. Well, from my understanding,
3 cryptocurrency profits are money that you make that
4 exceeds your initial deposit in cryptocurrency.

5 182 Q. Okay. So were you betting on the
6 cryptocurrency market at all?

7 A. I was trading on the
8 cryptocurrency market.

9 183 Q. So you were buying and selling
10 cryptocurrencies?

11 A. Buying, selling, staking, trading
12 cryptocurrencies between other cryptocurrencies,
13 yeah.

14 184 Q. Can you describe staking for me?

15 A. Yeah. Staking is basically where
16 you are betting for a certain cryptocurrency value
17 to reach a -- or where you're betting on a certain
18 cryptocurrency or holding certain cryptocurrency
19 for a certain amount of time, and you can also
20 pretty -- similar to option trading in the
21 stockmarket, you can bet on what a cryptocurrency's
22 value is going to be in the future.

23 185 Q. And so you said "similar to option
24 trading," so you would buy a -- you would buy
25 something that allowed you to buy bitcoin or

1 another cryptocurrency if it reached a certain
2 value, a certain price; is that correct?

3 A. Yes.

4 186 Q. Okay. Right. And what kinds of
5 cryptocurrency are we talking about here?

6 A. Dogecoin, Solana, bitcoin, BNB,
7 which is Binance coin, Cardano, Therium. There has
8 been hundreds of what they call shit coins, which
9 essentially are pump and dumps, which basically
10 means the coin can -- individuals can push the
11 market and make a coin's value go up an insane
12 amount, like, 40,000 percent in less than 24 hours,
13 and then essentially the coin will just dump and
14 drop right away. There was hundreds of those. I
15 don't remember the name of every single one of
16 them. And I remember SafeMoon was one of them
17 and -- yeah.

18 187 Q. Okay. And so I think, suffice it
19 to say, you were investing in a variety of
20 cryptocurrency?

21 A. Correct.

22 188 Q. Right. And was that right from
23 the beginning, or when you started were you only
24 investing in one kind?

25 A. No. When I started I was

1 investing in a variety as well. I obviously
2 started investing just in one kind to learn the
3 ropes and get used to it, but shortly thereafter,
4 that's when I started -- I would have started, I
5 guess you would say, diversifying within the
6 cryptocurrency world and investing in other coins
7 and --

8 189 Q. And -- sorry, I didn't mean to
9 speak over you.

10 A. Sorry, and start trading coin to
11 coin.

12 190 Q. Okay. And you started with
13 bitcoin?

14 A. Yes.

15 191 Q. Okay. Foreign currency profits we
16 had also talked about?

17 A. Yes.

18 192 Q. So do I understand that's sort of
19 the same thing, you would have foreign currencies
20 in a brokerage account somewhere, and if those
21 foreign currencies increased in value, you would
22 withdraw the same amount from your various bank
23 accounts?

24 A. Essentially, yes.

25 193 Q. Right. And I think you said

1 before when you say "essentially," you mean yes,
2 so --

3 A. Yes.

4 194 Q. Yes. Okay.

5 A. Sorry, I'll just try to keep it to
6 yes. I'll try to eliminate "essentially" from the
7 vocabulary for the next few hours.

8 195 Q. I understand. Appreciate that.

9 A. Mmhmm.

10 196 Q. Okay. And let's just start from
11 when you were living at [REDACTED]. Other
12 than these sources of funds, these profits, did you
13 have any other source of funds? Like, were you
14 employed?

15 A. I was not employed at the time,
16 no.

17 197 Q. Okay. Were you employed at any
18 time after that?

19 A. No.

20 198 Q. Okay. Did you ever work for GTA
21 Exotics?

22 A. No.

23 199 Q. At some point you started
24 investing other people's money?

25 A. Yes.

1 200 Q. Right. And it started with
2 friends and family?

3 A. Yes.

4 201 Q. And so that would have started,
5 what, after -- so that would have started sometime
6 after April or August of 2020, after you returned
7 from Fanshawe College?

8 A. Yes.

9 202 Q. Right. And it started with family
10 or friends first?

11 A. Friends first.

12 203 Q. Friends first?

13 A. Yes.

14 204 Q. Right. Okay. Which friends?

15 A. There were a group of people that
16 I used to hang out with in the -- before summer of
17 2020 I started hanging out with them. It was a
18 group of -- it was a group of six to seven people.
19 The first two -- I remember the -- I remember the
20 first two investors because they both started at
21 the exact same time, and their names were Aaron
22 A-A-R-O-N, last name [REDACTED], and
23 then his friend Carson, C-A-R-S-O-N, and I forget
24 Carson's last name.

25 205 Q. Okay.

1 A. They both live in [REDACTED].

2 206 Q. And who were the other friends?

3 A. There were investors that came in
4 after them. One of their names were -- was Jarret,
5 J-A-R-R-E-T, last name is Barbara, B-A-R --
6 B-A-R-B-A-R-A, Barbara.

7 207 Q. Okay. So I think you said there
8 were six or seven friends, so that's three?

9 A. Yeah, there was six to seven
10 friends in the group, but not all of them invested.

11 208 Q. Okay.

12 A. I just remember Carson and Aaron
13 because they were the very first two, and they did
14 it at the exact same time, and then I remember
15 Jarret as well because he used to come around that
16 group every once in a while. He was -- he was more
17 so of an acquaintance of mine, but a mutual friend
18 of theirs.

19 209 Q. Okay. So when you say the exact
20 same time, what time was that?

21 A. I remember it being warm out, so
22 it would have been early or late summer.

23 210 Q. Of 2020?

24 A. Yes. So it would have been a
25 month or two after I graduated school.

1 211 Q. Right. How much did they invest
2 with you?

3 A. Well, the two of them combined
4 less than -- less than 10,000.

5 212 Q. And Jarret?

6 A. I think I remember Jarret doing
7 only a couple or a few thousand.

8 213 Q. And when was that?

9 A. Shortly after Carson and Aaron.

10 214 Q. Okay. And they started investing
11 with you because they heard you had made successful
12 investments?

13 A. Yes.

14 215 Q. And you told them that?

15 A. Yes.

16 216 Q. Right. How did you tell them
17 that? In person? By email?

18 A. It would have been in person. I
19 think the way it happened, if I remember correctly,
20 is when we were driving around in some of the
21 cars -- or when we were driving around -- because
22 it was -- it was a car group, so they -- just
23 individuals that are into cars, I guess, they like
24 modifying their cars, they like old cars, they --
25 they treat their cars like it's their baby. At the

1 time I rented a few cars from GTA Exotics, and I
2 would bring them around to show some of my friends,
3 and then they asked where I got them from, told
4 them I rented the cars. They were asking how much
5 the car rentals were, and then basically as the
6 conversation went on, I -- I don't remember exactly
7 how the conversation happened back then, but they
8 asked me if they -- I could either teach them or if
9 they jump onboard with what I was doing or
10 something and so forth along those lines.

11 And then I do remember consulting with
12 one of my other friends at the time. His name was
13 David, common spelling, last name Munro, M-U-N-R-O.
14 Him and I -- or he said, okay, you are successful
15 in trading. I've seen you trade before. Let's --
16 you could potentially make some money or you could
17 start a business maybe where you kind of start your
18 own brokerage or you start your own fund, and
19 that's where that idea came.

20 And then Carson and Aaron basically
21 said I want to give you money, can you do something
22 with it, and I wanted to help them out as friends,
23 so I said, sure. I told them obviously there is a
24 risk associated with every single investment. They
25 said, okay, that's fine. And then I remember

1 meeting up with the both of them at the same time,
2 and then that's when -- to discuss more, and then
3 that's when everything kind of started.

4 217 Q. Right. So you were renting cars
5 from GTA Exotics, you said?

6 A. Yes.

7 218 Q. And I know there were quite a few
8 luxury cars in your life at one point, so fair to
9 say this was a luxury car?

10 A. Yes.

11 219 Q. Right. More than one?

12 A. Yes. It was a variety of
13 different cars that GTA Exotics had.

14 220 Q. Okay. And how much would you say
15 the rent for those cars was?

16 A. Depending on the vehicle, they
17 would range anywhere between \$300 per day all the
18 way up to \$2,000 per day.

19 221 Q. And is that what you would do, you
20 would rent them by day?

21 A. Yes, either by day or by half-day.
22 Sometimes I remember at GTA Exotics they would give
23 me cars for free sometimes because after I
24 started -- after I rented a couple of cars there, I
25 told them that I brought the cars to, like, these

1 car meets or car shows out in Durham. They got a
2 lot of attention, a lot of questions as to whose
3 the car was, where it came from, so then he -- or
4 GTA Exotics -- them at GTA Exotics, they pretty
5 much would say, okay, well, if we give you this
6 car, you could go over to these car meets and then
7 maybe bring some T-shirts with you as well that
8 were branded GTA Exotics and bring them to these
9 car meets and maybe use it as an advertising gig,
10 and could get the car for free for the night or for
11 the day or --

12 222 Q. Okay. So I guess what I don't
13 quite understand yet, and I'm hoping you can help
14 me with, is you're --

15 A. Yes.

16 223 Q. You're investing on your own in
17 cryptocurrency while you were in high school and at
18 Fanshawe College and, I suppose, for a short period
19 while you're home before you moved into
20 Mr. Chang's -- to [REDACTED]?

21 A. Mhmm.

22 224 Q. And you told me that you paid for
23 the rent for that house from cryptocurrency
24 profits, but that meant that you would withdraw
25 amounts from your bank account when your

1 cryptocurrency appreciated in value, right?

2 A. Yes, yes.

3 225 Q. Where did that money in your bank
4 account come from? Like, how did you have money in
5 it to withdraw?

6 A. Some of that money would come from
7 foreign exchange profits as well, and some of it
8 would come from cryptocurrency profits, some of it
9 came from me selling cryptocurrency as well because
10 I used to sell cryptocurrency to individuals, and
11 then they would either give me cash or they would
12 eTransfer me for the cryptocurrency, and the cash,
13 sometimes I would go and deposit it into my bank
14 account, or sometimes it was just living money,
15 grocery money, so on and so forth. And say, for
16 example, if I had \$100,000 in a cryptocurrency
17 account, and then that 100,000 appreciated to
18 110,000, and then an investor started investing
19 with a \$2,000 investment, and then eTransferred me
20 the funds, I would treat that \$10,000 profit as now
21 \$8,000 profit, if that makes sense.

22 226 Q. I didn't quite follow that, so can
23 you explain that to me another way?

24 A. I thought I explained it pretty
25 well.

1 MR. SIMAAN: Well, which part of it
2 do you say -- there was, like, a lot of different
3 things.

4 A. Yeah.

5 BY MR. SOUTTER:

6 227 Q. Well, let me ask you this: You're
7 using this example that you had \$100,000 worth of
8 bitcoin in an account, right?

9 A. Cryptocurrency.

10 228 Q. Okay, cryptocurrency. Did you
11 actually have \$100,000 in cryptocurrency in an
12 account?

13 A. That exact -- like, that exact
14 amount?

15 229 Q. No. At least that much.

16 A. Yes.

17 230 Q. Okay. Which account was that?

18 A. Binance.

19 231 Q. Binance. So --

20 A. Yeah, Binance.

21 232 Q. Okay. So when you were living at
22 [REDACTED], you had at least \$100,000 in
23 cryptocurrency in your Binance account, and if it
24 would appreciate in value, you would take out the
25 amount of the appreciation from one of your bank

1 accounts, right?

2 A. Yes.

3 233 Q. And you had money in your bank
4 accounts because you had previously sold some
5 cryptocurrency to other people?

6 A. Yes, or it could have been money
7 from, again, family for birthdays, Christmas,
8 holidays, anything. I know --

9 234 Q. We're talking about -- sorry?

10 A. -- I was collecting CERB at the
11 time too, so every single month I would get a
12 couple thousand dollars from CERB. I know I was
13 getting some tax return benefits as well.

14 235 Q. But we're talking about thousands
15 of dollars every month, right?

16 A. Yes.

17 236 Q. So were you receiving thousands of
18 dollars every month from family?

19 A. Not thousands every month from
20 family, no.

21 237 Q. So 1,000 or hundreds?

22 A. No, not hundreds.

23 238 Q. So when you say you received money
24 from family, what are we talking about here?

25 A. A few hundred to a couple

1 thousand, a few thousand at most, but --

2 239 Q. Every month?

3 A. Not every month. My birthday
4 month, the holidays.

5 240 Q. Okay.

6 A. Namely that, so end of the years
7 it would have been thousands.

8 241 Q. Right, but the primary source of
9 your money in your bank accounts, it must have been
10 from the sale of cryptocurrency, right?

11 A. Yeah, it would have been from
12 selling cryptocurrency, and then, like I said, the
13 money in my bank accounts. It was also -- since I
14 treated everything like one pool, so if investors
15 wanted to invest, then they eTransferred money, or
16 if they did up drafts or wrote cheques, wired
17 money, it would go into that bank account, and then
18 I would then essentially subtract that amount off
19 of the cryptocurrency gains and profits that I
20 would have or the foreign exchange profits that I
21 would have in those markets.

22 242 Q. Okay. So you said you started
23 with some friends. They were your first investors,
24 right?

25 A. Yes.

1 243 Q. And then your family started
2 giving you money to invest?

3 A. Yes.

4 244 Q. Right. And when did that start?

5 A. I can't remember when my family
6 started investing, to be quite honest with you.
7 It -- I can't remember if it was the end of 2020,
8 or I can't remember if it was the start of 2021. I
9 believe it -- hmm. I believe it would have been
10 the end of 2020.

11 245 Q. Right. And when you say family,
12 is that your father, Dragan Pleterski?

13 A. Yes, immediate family, so my
14 parents, I think my -- some of my extended family
15 started in the beginning of 2021 or mid-2021 or
16 within that calendar year.

17 246 Q. Okay. And just so that I'm sure
18 we're on the same page, your parents are Dragan
19 Pleterski, that's D-R-A-G-A-N, and that's your
20 father, right?

21 A. Yeah, yes.

22 247 Q. And your mother is Kathy
23 Pleterski, K-A-T-H-Y, right?

24 A. Yes.

25 248 Q. Right. How much were they

1 investing with you?

2 A. I can't remember how much they
3 started with, or I can't remember how much they
4 invested with me.

5 249 Q. Okay. Are we talking about 50 or
6 \$100,000?

7 A. I think it -- if I remember
8 correctly, it would have been within that range.

9 250 Q. Okay.

10 A. Yeah, I think --

11 251 Q. Where did they get that money
12 from?

13 A. I don't know. I guess that would
14 be a question for them. I know they have been
15 working, and my dad operated his own business for,
16 like, 30-something years, and I know they have
17 their own investment accounts. Yeah, my parents
18 are very --

19 252 Q. Okay.

20 A. My parents are very private with
21 their finances.

22 253 Q. Have they been repaid?

23 A. Yes. Yes.

24 254 Q. And when was that?

25 A. 2021, I believe.

1 255 Q. Okay. And was that the -- were
2 they repaid the same amount that they invested, or
3 did they receive a return on their investment?

4 A. I think they received close to the
5 amount that they put in. I don't remember if it
6 was equal to the amount, just under or just above.

7 256 Q. Okay. So why were they repaid in
8 2021, did they ask to be repaid, or what happened
9 there?

10 A. Well, yeah, they -- because they
11 were an investor as well, right, so they would
12 treat it and ask for money from their investment
13 account, just as other investors would.

14 257 Q. So they didn't receive everything
15 all at once; it was overtime?

16 A. Yes.

17 258 Q. Okay. After friends and family,
18 you started investing for people outside those two
19 groups, right?

20 A. Yes.

21 259 Q. So third parties?

22 A. Correct.

23 260 Q. And you treated their money the
24 same way; it was all in a pool?

25 A. Correct.

1 261 Q. Right. So I think Sascha Singh
2 was one of those third-party investors?

3 A. Yes.

4 262 Q. Right. And he started investing
5 with you in April of 2021?

6 A. I don't remember the month that he
7 started, but it may have been around that time.

8 263 Q. Sounds right?

9 A. Yeah, around that time.

10 MR. SIMAAN: Like, I'm just a
11 little worried we're sort of guessing at dates and
12 stuff, and maybe that's fine. I'm just a little --
13 if we've got the documents, can we just, like, put
14 them to the witness and get it sort of determined
15 right now? Because I think it will sort of help,
16 you know, with allowing the witness to kind of
17 recall the events as we two along. I just don't
18 want to have to, like, you know, come back and say,
19 oh, well, look, it turns out he started investing,
20 like, six months earlier when we have those
21 documents available right now.

22 MR. SOUTTER: Thank you.

23 MR. SIMAAN: And if you don't want
24 to put them to him, that's fine, but if you just
25 sort of -- if you've got access to them, Alex,

1 maybe you could just sort of say something like,
2 look, according to his contract maybe or something
3 like that, I don't know what it would be, or if you
4 just sort of say, you know, I can put it up on the
5 screen if you want to, or you can just take my word
6 that it's dated this date, does that sound about
7 right, you know, just something that will --
8 because we're just doing a lot of guessing about
9 dates and stuff like this, and I'm just not sure if
10 that's going to help with the record going forward,
11 and then it's going to have to bring us back and
12 sort of have to get examined on this examination,
13 which will sort of be a waste of time.

14 BY MR. SOUTTER:

15 264 Q. So these third-party investors had
16 also heard that you had made successful
17 investments, right?

18 A. That's what they tell me.

19 265 Q. Well, were you telling them that
20 you had made successful investments?

21 A. I told them I was trading in the
22 cryptocurrency space, and I was doing okay for
23 myself, and I told them I was trading in foreign
24 exchange as well.

25 266 Q. So I have asked a few questions

1 here about, you know, when people started to invest
2 and at what time and, you know, at what amount and
3 when they were repaid, et cetera, and I appreciate
4 you don't have a vivid memory of every penny on
5 every single day. Do you have records of those
6 investments?

7 A. Everything would have been in my
8 phone, which the trustee imaged.

9 267 Q. So is there a document -- did you
10 ever use a document to keep track of who invested
11 what amount and when?

12 A. Yes. There was a simple drawn-up
13 contract, one page in place. It was just print
14 name, print amount, print date, sign at the bottom,
15 and every time I would sign a contract, I would
16 usually take a picture of it with my phone, or it
17 would be over electronic DocuSign via email. If
18 there was a physical copy, each physical copy would
19 be with the investor.

20 268 Q. Okay, so sometimes you got these
21 by email?

22 A. Yes.

23 269 Q. Right. And was that your
24 [REDACTED] account?

25 A. Yes.

1 270 Q. Right. Would it have also been
2 your [REDACTED] account?

3 A. I don't believe so, no.

4 271 Q. Okay, or the admin account?

5 A. I also don't believe it would have
6 been the admin account.

7 272 Q. Right. The thirty 2 account?

8 A. No. I haven't used that email in
9 a few years.

10 273 Q. Right. So you'd have these
11 contracts, and maybe you took photos of them, and
12 maybe you got them by email, but would you keep an
13 actual record, like, a log of when someone
14 invested, what amount and what and when?

15 A. No, I never kept, like, an actual
16 log or a ledger.

17 274 Q. Right. So no Excel spreadsheet,
18 correct?

19 A. No.

20 275 Q. Right. And no, now, handwritten
21 notes in a book?

22 A. No handwritten notes, no.

23 276 Q. Right. So no document at all, no
24 records?

25 A. There was -- yeah, there was no

1 master record or no record of Excel spreadsheets of
2 when, who and whatnot. Everything was basically
3 over text message, and then the amount and whatnot
4 were just printed out on the contracts.

5 277 Q. The same goes, I guess, for
6 withdrawals, no records for withdrawals?

7 A. Correct. Everything was, again,
8 via section messages and whatnot.

9 MR. SOUTTER: Why don't we take
10 a short break. It's 11:14 by my clock. Should we
11 say 11:20?

12 MR. SIMAAN: Great.

13 (Recessed at 11:15 a.m.)

14 (Reconvened at 11:24 a.m.)

15 BY MR. SOUTTER:

16 278 Q. One of your investors was Matthew
17 Hinn, right?

18 A. Yes.

19 279 Q. H-I-N-N?

20 A. Yes.

21 280 Q. And he invested \$100,000; does
22 that sound right?

23 A. That sounds accurate.

24 281 Q. Right. And you'd text him about
25 this stuff, right? That's how you kept track of

1 these things?

2 A. I would -- I would text or DM
3 Matthew, or there were -- there were select
4 investors, a group of maybe ten to 15, if I
5 remember correctly, actually, where they
6 received -- they would receive spreadsheet
7 documents.

8 282 Q. Okay.

9 A. Just a free spreadsheet pretty
10 much showing their growth.

11 283 Q. Right. And was Matthew Hinn one
12 of these investors?

13 A. Yes, he was.

14 284 Q. Okay. I'm just going to show you
15 a screen shot of a text message here.

16 A. Yeah.

17 285 Q. Just let me know if you can see
18 this.

19 A. Yeah, I can see it. Hold on a
20 minute. Yeah, if I can zoom -- yeah, I can zoom in
21 as well.

22 286 Q. Okay. So this rings a bell; you
23 were texting with Matthew Hinn?

24 A. Yeah, that would have been me I --
25 yeah, that would have been me.

1 287 Q. Right. And I'll see if I can zoom
2 in for everyone's benefit here, but this is an
3 Excel spreadsheet, right?

4 A. Oh, now I'm too zoomed in. Hold
5 on.

6 288 Q. Sure.

7 A. Yes, that's a spreadsheet.

8 289 Q. Right. So this is a photograph of
9 a spreadsheet that you sent to Matthew Hinn?

10 A. Yes.

11 290 Q. And it say, initial investment
12 \$100,000 at the top?

13 A. Yes.

14 291 Q. And then one of the columns is
15 ROI. That's return on investment, right?

16 A. Yes.

17 292 Q. And then another is ROI return, to
18 translating that percentage to dollars?

19 A. Yes.

20 293 Q. And then on the far right there is
21 account balance, which is adding the ROI return
22 column to the initial investment, right?

23 A. Yes.

24 294 Q. Right. So, you know, I asked
25 before when you kept any records of these

1 investments, and you told me that it was just over
2 the phone, there were no other documents, no
3 records, but there's this Excel spreadsheet that
4 you kept, right?

5 A. I never actually kept or stored
6 anything on file. I would edit and change the
7 spreadsheets per the investors.

8 295 Q. So what does that mean? You never
9 actually saved this Excel spreadsheet anywhere?

10 A. No, I never saved the Excel
11 spreadsheets --

12 296 Q. So you would just --

13 A. Because when you send them in -- I
14 would send them an -- I would email them sometimes,
15 and then when you email them, you can just click on
16 it, and then it saves there in email.

17 297 Q. Okay, so some of these
18 spreadsheets you emailed to investors?

19 A. Yes.

20 298 Q. Right. And was that using your --
21 which email were you using for that?

22 A. That would have been the -- I
23 can't remember if it was the [REDACTED] email
24 or if it was the [REDACTED] email. It
25 was one of those two emails, though.

1 299 Q. Okay. How did you calculate this
2 ROI percentage?

3 A. The ROI percentage is basically
4 what cryptocurrency gains were or foreign exchange
5 gains were on a week-to-week.

6 300 Q. Right. So there was -- so you're
7 talking about this is how your entire portfolio did
8 over the week; do I understand that right?

9 A. Yes.

10 301 Q. Right. So in this first week, for
11 example, your entire portfolio went up by 6.59
12 percent?

13 A. Yes, that's what I calculated,
14 whatever week that was.

15 302 Q. Right. Is there any way of
16 checking this math? Do you have a record of your
17 portfolio value at that time?

18 A. I do not have a record of the
19 total portfolio value at that time, no.

20 303 Q. So would you have been investing
21 in -- you would have been using your Binance
22 account at the time, right?

23 A. I would have been using a variety
24 of accounts at the time. I would have been using
25 Binance, BRD. I would have been using

1 Wealthsimple, I would have been using FXChoice, I
2 would have been using another brokerage -- there
3 was another brokerage that I used. It was called
4 Vantage FX, vantage common spelling, and then FX,
5 no space. I don't believe they're still in
6 existence, though, because I know, similar to
7 Binance, they stopped serving Canadian users at a
8 certain time, and then I think that brokerage
9 totally blew up and shut down. There was also
10 another brokerage as well that I used, but not as
11 heavy. It was called Prosperity FX, Prosperity
12 common spelling, and then FX, again, no spaces.
13 And from what I recall and from what I remember,
14 those are the ones that I used. If others pop into
15 my head over the course of the call or after the
16 call if I remember using other ones, I will let you
17 know.

18 304 Q. Thank you.

19 A. Of course.

20 U/T

21 305 Q. So we would have to look at your
22 weekly returns on all of those brokerages to come
23 up with the 6.59 percent. Is that what I
24 understand?

25 A. Either that -- either that, or if

1 I know I made more than a certain value, say, for
2 example, if I know I made, like, 5.5, I would just
3 say 5 to leave a little bit of a push in it or 4.8
4 or something along those lines.

5 306 Q. So these are approximate values?

6 A. Yes, they're approximate, not
7 exact.

8 307 Q. So --

9 A. And --

10 308 Q. Go ahead.

11 A. Sorry. I wouldn't trade on
12 literally every single platform during the week.
13 Sometimes it would be, like, Binance and FXChoice
14 and Binance, FXChoice, Prosperity. It wouldn't be
15 every single platform.

16 309 Q. Right. And so you would sit down
17 with all of your account statements every single
18 week and figure out what the total percentage gain
19 was?

20 A. I wouldn't sit down with -- with
21 the statements. I would basically look at what I
22 started with at the beginning of the week and then
23 what I ended with.

24 310 Q. Right. What you started with
25 across all of your accounts?

1 A. Yeah, like, a general ballpark
2 figure.

3 311 Q. And what you ended with across all
4 of your accounts?

5 A. Correct.

6 312 Q. Right. I'm just going to scroll
7 down in this text message here. So after sending
8 the spreadsheet, you say, hey guys, there is your
9 account breakdown, Matthew, right? That's you?

10 A. Yes, it appears to be.

11 313 Q. Right. And you say, I have
12 accounting working on yours right now, Tanya?

13 A. Yes.

14 314 Q. Who's accounting?

15 A. I was accounting.

16 315 Q. So you're working on it?

17 A. Yes. I was working on hers by
18 editing the one that was in that screen shot or
19 that picture.

20 316 Q. Right. So why did you say
21 accounting?

22 A. I'm not sure. I could have said
23 I'm working on it as well. She -- Tanya -- Tanya
24 knew that I was the one that was working on it.

25 MR. SOUTTER: Okay. I think we'll

1 work this as the first exhibit, and I'll have it
2 uploaded to the share file folder.

3 MR. SIMAAN: Thank you.

4 EXHIBIT NO. 1: Screen shot of text
5 messages including a photo of a
6 spreadsheet sent to Matthew Hinn.

7 BY MR. SOUTTER:

8 317 Q. You said that you did this with a
9 few investors, right?

10 A. Yes, there was a small portion of
11 them.

12 318 Q. Okay. Who were those people?

13 A. I don't remember who every single
14 one was. I know Matthew was one. Tanya was one,
15 obviously. I think Stewart Wilson was one. His
16 girlfriend or wife or whatever they are, Victoria,
17 was another one. Who else? I remember a guy,
18 Jason Theofilos, was one. There was a couple,
19 Cara and Bob Funk, Cara spelled C-A-R-A, I think.
20 There are a few more, but off the top of my head
21 that's who I remember sending them out to via
22 spreadsheet.

23 319 Q. All right. So you didn't do it
24 with everyone?

25 A. No.

1 320 Q. All right. Just a few people?

2 A. Yeah.

3 321 Q. And so I understand the
4 spreadsheet, I mean, every week would you create a
5 new one and re-type out all the historical ROIs?

6 A. Well, the ROIs could have just
7 been copied and pasted because they were -- they're
8 the same week to week, so the ROIs typically would
9 stay, then it would just essentially be like a
10 starting balance that would switch and then the
11 name on it and any withdrawals or other deposits if
12 they did, I guess.

13 322 Q. Right. So, yeah, I mean, I
14 noticed there was a column for withdrawals. How
15 did you keep a record of withdrawals so you could
16 fill in that column?

17 A. It would be over text message
18 because they would always text me.

19 323 Q. Right.

20 A. And, like I said, sometimes the
21 spreadsheets were sent via email, so I could just
22 click on the spreadsheet, and then everything would
23 already be saved there.

24 324 Q. So you would refer to the last one
25 that you sent to them?

1 A. Essentially, yes. Yes.

2 325 Q. Right. Okay. You mentioned

3 Carson before. Is his last name Aiken?

4 A. No.

5 326 Q. No. That's a different Carson?

6 A. Yeah, I guess.

7 327 Q. All right. And then we spoke a

8 little bit about some of your emails. You also

9 have an email [REDACTED], like, the

10 numbers, correct?

11 A. Yes, yes.

12 328 Q. And that's [REDACTED]?

13 A. Yes.

14 329 Q. Okay. When did you start using

15 that email?

16 A. I started using that email when

17 the trustee had my phone wired, and I couldn't log

18 into my [REDACTED] email because I needed that

19 specific phone to gain access to that email.

20 330 Q. Right. I'm going to ask you some

21 questions about this Burlington property.

22 A. Okay.

23 331 Q. And you moved in there in March

24 2021?

25 A. Yes.

1 332 Q. And stopped living there in June
2 2022?

3 A. Yes.

4 333 Q. Right. And you had an agreement
5 to purchase that property, right?

6 A. I had an agreement to lease that
7 property, and then we talked about purchasing the
8 property as well, and the lease -- it was
9 structured for two years, and -- yeah, so the
10 lease, that was structured for two years, and then
11 if I remember correctly, there was an option that
12 the landlord presented to me to purchase the
13 property after the two-year lease.

14 334 Q. Okay. So I'm just going to pull
15 up a document here. Do you see that okay?

16 A. Yes, I can zoom in.

17 335 Q. So this is an agreement of
18 purchase and sale dated March 4th, 2021?

19 A. Okay.

20 336 Q. Do you see that?

21 A. Yes.

22 337 Q. Okay. And it lists the buyer.
23 That's you?

24 A. Yes.

25 338 Q. And the seller is a numbered

1 company, 1223408 Ontario Ltd.?

2 A. I see that.

3 339 Q. Right. Are those your initials at
4 the bottom there?

5 A. Yes.

6 340 Q. All right. And I'm scrolling down
7 here. This is the 11th page of the PDF. This is
8 your signature here?

9 A. Yes.

10 341 Q. Right.

11 A. Yes.

12 MR. SOUTTER: So why don't we
13 make this the next exhibit. I'll have it uploaded
14 to the share file as well.

15 EXHIBIT NO. 2: Agreement of Purchase
16 and Sale dated March 4, 2021.

17 342 Q. So you had agreed to buy this
18 Burlington property for \$8,490,000?

19 A. Yes. So this agreement, I do
20 remember only coming to effect -- coming into
21 effect if I was able to close on the home at the
22 end of the -- by the end of the lease term.

23 343 Q. Right. The closing would have
24 been March 10, 2023?

25 A. Yes.

1 344 Q. Right.

2 A. Yes, I see that, yes.

3 345 Q. Right. And you paid a deposit?

4 A. Yes, I remember paying a deposit.

5 346 Q. Right. To Garry Shapiro in trust?

6 A. That's what it says there, so,
7 yes, yeah.

8 347 Q. Right. So total 500,000 in two
9 installments. Do you remember that?

10 A. 500,000 in two installments?

11 348 Q. Yeah, a \$400,000 installment and a
12 \$100,000 installment.

13 A. Oh, yes.

14 MR. SIMAAN: That's what I thought
15 I remembered seeing, but just looking at this
16 document it says 100,000, so that's where it was.
17 Okay.

18 BY MR. SOUTTER:

19 MR. SOUTTER: Right. And who was
20 Mr. Shapiro?

21 A. Yes, Mr. Shapiro was the lawyer
22 for the landlord.

23 349 Q. Right. Your rent was
24 approximately \$42,000 a month?

25 A. Yes.

1 350 Q. Right. And you made 15 of those
2 rent payments?

3 A. I can't remember how many I made,
4 but...

5 351 Q. Okay. Your last payment was in
6 May of 2022?

7 A. Okay.

8 352 Q. Does that sound right?

9 A. Sounds about accurate.

10 353 Q. Okay. Other than the \$500,000 and
11 the rent that you paid to your landlord, those
12 \$42,000 a month, did you pay any other amounts to
13 the landlord?

14 A. No, I never paid any other amounts
15 of money to the landlord, no.

16 354 Q. Okay. 122 never -- that's the
17 vendor. I might refer to them as 122, okay?

18 A. Okay.

19 355 Q. So 122 never gave you written
20 notice it was terminating your lease, right?

21 A. No.

22 356 Q. No. Okay. Who did you negotiate
23 that agreement with?

24 A. I didn't negotiate. I didn't
25 really negotiate that agreement at all. I was

1 interested in the property and renting the
2 property, and I met with the landlords directly,
3 and then they decided to present the opportunity to
4 me where I could rent the home for -- for this
5 amount of dollars, and then if I'm successful on
6 closing the home, there's another agreement that
7 would go into place on a pre-existing purchase
8 price, and if I remember -- recall correctly, the
9 payments that I made, like, the rent payments
10 before, would go towards the purchase price of the
11 home.

12 357 Q. Okay.

13 A. That's -- I think that's how they
14 presented it to me.

15 358 Q. Okay. So you said you met with
16 the landlords directly. Who were you meeting with?

17 A. So I met with a gentlemen by the
18 name of Ray Gupta and his son Sandeep Gupta and
19 their lawyer Garry Shapiro.

20 359 Q. Okay. And Ray is R-A-Y, right?

21 A. I think so.

22 360 Q. And Sandeep is S-A-N-D-E-E-P?

23 A. Yes.

24 361 Q. Right. When did you meet with
25 them?

1 A. It would have been in the months
2 prior to the move-in. I don't remember the exact
3 date, but I'll say within a month and a half to
4 two -- I'll say within two months prior to the
5 move-in.

6 362 Q. Okay. So sometime February to
7 March or January to March of 2021?

8 A. Sometimes in that range.

9 363 Q. Okay. And they were
10 representatives of 122. They own that company; is
11 that right?

12 A. I believe so, if I was meeting
13 with them.

14 364 Q. Okay. Did you have any interest
15 in that company?

16 A. No.

17 365 Q. Right. Are you aware that the
18 Lakeshore property, the Burlington property, has
19 been transferred from 122 to another company?

20 A. I was not aware of that.

21 366 Q. Okay. So other than that first
22 meeting with Ray and Sandeep Gupta and their
23 lawyer, Garry Shapiro, have you met with them other
24 times?

25 A. Yes. I met with -- I met with

1 them other times as well to sign the agreements.
2 The meetings then in -- I only met -- I only recall
3 meeting with Ray the -- the one time, and then
4 after that it was mainly Garry and Sandeep.

5 367 Q. Okay. Were either Ray or Sandeep
6 Gupta investors?

7 A. No.

8 368 Q. You are aware that they are
9 associated with the Sunray Group of Companies,
10 right?

11 A. Yes.

12 369 Q. Right. Ray Gupta owns that group
13 of companies?

14 A. I believe so, yes.

15 370 Q. Right. And they own a number of
16 properties?

17 A. Yes, I know that.

18 371 Q. Right. You're currently living at
19 one, right?

20 A. Yes.

21 372 Q. Is that where you are now?

22 A. Yes.

23 373 Q. Okay. Do you pay rent?

24 A. No.

25 374 Q. No. Do you have an agreement with

1 either Ray or the Sunray Group regarding your stay?

2 A. I have a verbal agreement with
3 them stating I can stay here as however long I
4 like.

5 375 Q. Okay. So why would they agree to
6 do that?

7 A. Probably so I wasn't homeless.

8 376 Q. Okay. So what's your -- explain
9 to me your relationship with them.

10 A. He's my landlord.

11 377 Q. Well, you don't pay rent to him,
12 right?

13 A. No.

14 378 Q. And you're not living at the
15 Burlington property anymore?

16 A. No.

17 379 Q. Right. So you're telling me that
18 he's letting you live elsewhere for free despite
19 the fact you're not paying rent in respect to the
20 Burlington property?

21 A. Correct.

22 380 Q. Okay. And you're only
23 relationship with him is landlord?

24 A. Landlord, and I guess he could
25 also be, like, coach figure or mentor figure in my

1 life, especially right now, so...

2 381 Q. Okay. Sandeep Gupta, he had
3 several of your cars when you became bankrupt,
4 right?

5 A. Yeah. He was interested in
6 purchasing a few of them.

7 382 Q. And he had possession of them?

8 A. He had possession of a couple of
9 them, yes, or a few of them.

10 383 Q. Right. Like the Lamborghini
11 Huracan?

12 A. Yes, that was one of them.

13 384 Q. Right. Which other ones?

14 A. He had possession of that one. He
15 had possession of the McLaren Senna, an Audi R8. I
16 parked the Honda Civic Type R at one of their
17 properties, one of their hotel parking lots. And I
18 believe that was -- oh, and a Ferrari 488 Pista as
19 well.

20 385 Q. Let's talk about that Senna. You
21 bought it for \$1.5 million, right?

22 A. Yes, it would have been around
23 that price.

24 386 Q. Right.

25 A. I think it was --

1 387 Q. When was --

2 A. I think it was actually
3 slightly -- slightly less than that, and I believe
4 purchased that car the -- it was in the 2021
5 calendar year over -- it was over the summer. I
6 can't remember -- I can't remember if it was
7 mid-summer, late summer, but I remember in and
8 around that time.

9 388 Q. I mean, June 2022 you received an
10 offer to buy it?

11 A. I don't think I did.

12 389 Q. Okay. So I'm going to show you
13 some texts that might refresh your memory here.

14 A. Okay.

15 390 Q. So, you know, we talked about the
16 trustee imaging your phone?

17 A. Yes.

18 391 Q. These are text messages from your
19 phone?

20 A. Yeah.

21 392 Q. So these are messages between you
22 and a person, Horst Pfaff McLaren?

23 A. Where your cursor is?

24 393 Q. Right.

25 A. Yes.

1 394 Q. Right. And in the second row,
2 June 25th, 2022, you send an outgoing text to him
3 saying, okay, I'm just reaching out because as per
4 our convo I got an offer on my Senna of 1.85 M
5 yesterday morning?

6 A. Yes.

7 395 Q. Right. So that's 1.85 million?

8 A. Yes.

9 396 Q. Right. And then you go on, and
10 you say, they already gave me a deposit of 200K.
11 That's 200,000, right?

12 A. Yes.

13 397 Q. Right. Okay. So you got an offer
14 to buy the McLaren Senna?

15 A. So -- no, actually. So that text
16 was not accurate at all; however, I did send it to
17 him, so there was a lien on the McLaren Senna, and
18 with those types of cars -- with those types of
19 hyper cars, I thought the lien was a lien by
20 McLaren for a first right of -- very first right of
21 refusal for the car, so in order to get that lien
22 taken off, I had texted this to Horst, who I know
23 at McLaren Pfaff; however, it turns out the lien
24 wasn't put on by McLaren, the lien was actually a
25 fraudulent lien put on by somebody else that was

1 trying to export me for money at the same time, and
2 I believe that lien is still on that car.

3 398 Q. Okay. So when you told Horst that
4 you had an offer for your Senna, that was not true?

5 A. Correct.

6 399 Q. And when you told him that you got
7 a deposit for it of \$200,000, that was not true?

8 A. Correct.

9 400 Q. Right. You tell him a few minutes
10 later, the last of the blue rows here, we have
11 assigned agreement with it too, so you're talking
12 about at least in this text a signed agreement for
13 the sale of the car, right?

14 A. I would have been -- yeah, I
15 texted that to him.

16 401 Q. Right. Was that true?

17 A. No.

18 402 Q. No. And the text above that you
19 said, we did everything through my real
20 estate/business lawyer?

21 A. Yes.

22 403 Q. Who is that? Do you have a real
23 estate or business lawyer?

24 A. I used Garry -- so I used a couple
25 of lawyers, so to create businesses I used a lawyer

1 by the name of Jeff Levy, first name Jeff, common
2 spelling, last name Levy, L-E-V-Y.

3 404 Q. Okay. And just so we're
4 supervisor clear, is that J-E-F-F?

5 A. Yes.

6 405 Q. Okay. So he would create
7 businesses for you?

8 A. Yeah. So Jeff Levy would just
9 create businesses and companies for me, and then
10 for the real estate lawyer I also used Garry
11 Shapiro as well after I had met them through the
12 Burlington property.

13 MR. SOUTTER: Right. Okay. We'll
14 mark this as the next exhibit.

15 MR. SIMAAN: Is this the whole
16 document, just this one page?

17 MR. SOUTTER: It's an extract from
18 text messages, yes.

19 MR. SIMAAN: Okay.

20 EXHIBIT NO. 3: Extract of text
21 messages between Aiden Pleterski and
22 Horst Pfaff McLaren.

23 BY MR. SOUTTER:

24 406 Q. Okay. So you didn't see an
25 agreement to sell it, and you didn't ultimately

1 sell the car; you gave it to Ray Gupta instead?

2 A. I didn't give it to Ray. I gave
3 it to Sandeep.

4 407 Q. Okay. You gave it to Sandeep
5 Gupta, and that was in March of 2022?

6 A. Yes.

7 408 Q. Okay.

8 A. I think it was around that time.

9 409 Q. Okay. And that was security for
10 your obligations under the agreement to purchase
11 the Burlington property?

12 A. Yeah. So I started falling
13 behind, or the rent payments were coming in a
14 little bit late, like, a couple of days late, and
15 then I think they were getting a little bit nervous
16 because they were -- the rent payments were coming
17 in late, so they wanted some sort of security to be
18 held until the closing of the home, and then if I
19 was able to close on the home, I would get whatever
20 that security was back. And then the security that
21 was handed over was the security for the -- or was
22 the McLaren Senna. Now, since it was being held as
23 security for them, I obviously didn't want to incur
24 any costs for insurance or storage or anything like
25 that, so it was in their possession, and they were

1 incurring those costs, so they -- I remember them
2 taking the car at a lower -- at a lower value,
3 like, collateral value. It was somewhere between
4 50 to 70 percent of the vehicle's sale value or
5 retail value, I guess you could say, and, yeah,
6 I -- I remember it was being held by them, but I
7 can't remember if or when they actually signed it
8 over.

9 410 Q. Okay. So you knew in June of 2022
10 that the car was worth 1.85 million. I'm guessing
11 why you texted that to Horst, right?

12 A. I don't think it would have been
13 worth that much. That probably would have been a
14 little bit excessive.

15 411 Q. So one and a half million, then?

16 MR. SIMAAN: Well, one second.
17 Let's not be guessing at the numbers. He's
18 obviously said he's getting rid of his right of
19 first refusal, so he's going to give them a higher
20 number so that he doesn't want to enter into the
21 purchase was the concept, but, like, I don't think
22 he's qualified to just be guessing at valuations of
23 these things. That's something, I think, an expert
24 should be dealing with.

25 BY MR. SOUTTER:

1 412 Q. So I'm asking what you thought the
2 value was in June of 2022, and you said you didn't
3 think it was 1.85 million, and I just asked if you
4 thought it was 1.5 million.

5 A. I think 1.5 million would have
6 been more realistic.

7 413 Q. Okay.

8 A. Maybe even a little bit less than
9 that.

10 414 Q. Okay. I think at the first
11 meeting of creditors you said that the collateral
12 value was \$900,000. Sounds right?

13 A. It was around that ballpark, yes.
14 I remember it -- I remember it being less than a
15 million, but I can't remember the exact value.

16 415 Q. Okay. Did you have any agreement
17 with Sandeep or Ray Gupta regarding the transfer of
18 this vehicle or its use as collateral?

19 A. I don't remember having an
20 agreement with the two of them, no, other than just
21 verbal.

22 416 Q. Okay. Did you email them about
23 it?

24 A. I didn't email them about it, no.

25 417 Q. Okay. I'd like to ask you about a

1 different property.
2 A. Yes.
3 418 Q. 124 Hall Street in Richmond Hill.
4 A. I don't know what that property
5 is.
6 419 Q. Okay. So we're putting up a copy
7 of a cheque here. Do you see that?
8 A. Yes.
9 420 Q. I should say a bank draft,
10 actually.
11 A. Okay.
12 421 Q. I think that's what it is.
13 A. Yeah.
14 422 Q. So this is drawn from one of your
15 accounts; is that right?
16 A. Yes.
17 423 Q. Right. At TD?
18 A. Yes.
19 424 Q. And you bought it?
20 A. Yes.
21 425 Q. It was a \$100,000 bank draft?
22 A. Yeah.
23 426 Q. And on the "re" line we see 124
24 Hall Street, Richmond Hill?
25 A. I did not write that. That's not

1 my handwriting.

2 427 Q. Okay. So when you bought this
3 bank draft, it looks like in December 2021, right?

4 A. Yes.

5 428 Q. So when you bought the bank draft,
6 what were you buying it for?

7 A. I think that was a draft for a
8 creditor or an investor, like, a withdrawal.

9 429 Q. Like, paying them back?

10 A. Yeah, and they told me to make it
11 out to that company instead, Re/Max Gold Realty.

12 430 Q. Okay. Which creditor was that?

13 A. I can't remember which creditor it
14 was. It might be in my text messages on my -- on
15 my old phone if you were to do, like, a control F
16 or a find and then search Re/Max Gold Realty. I
17 don't know if that's an option.

18 MR. SOUTTER: Okay, so we'll just
19 mark that as the next exhibit and upload it to the
20 share file.

21 EXHIBIT NO. 4: Bank draft in the
22 amount of \$100,000.

23 MR. SIMAAN: I think you could also
24 just do a search for that property.

25 WITNESS: Yeah, absolutely, or if you

1 were to find the -- do a search on the company and
2 find out who the director was.

3 BY MR. SOUTTER:

4 431 Q. Jeff Levy, this lawyer who
5 incorporated businesses for you --

6 A. Yes.

7 432 Q. What businesses did he incorporate
8 for you?

9 A. I believe he did my AP Private
10 Equity email. There were a couple of other
11 companies as well that I had him incorporate
12 because I wanted -- I was thinking about starting
13 another business. There was one called Tersk
14 Business Solutions. I think I -- I created that
15 business with the exhibit to purchase other
16 businesses under that company. There was another
17 one called Tersk Garage Limited that -- I was
18 actually going to start going for OMBIX
19 certification and start my own car dealership. And
20 then there was another one -- another one that
21 started with Tersk. What was it called? Oh, Tersk
22 Developments Limited, and that one was intended for
23 purchasing real estate.

24 433 Q. Right. Did you purchase any real
25 estate through that company?

1 A. No.

2 434 Q. Did it have any assets?

3 A. No.

4 435 Q. What about Tersk Garage Limited?

5 A. Tersk Garage Limited I remember
6 putting a car lease under that company. I believe
7 it was for the Ferrari 488 Pista. I can't remember
8 if it was under that company or under my personal
9 name, but I remember trying to put it under that
10 company, but there were other certain stipulations
11 as to why I couldn't put it under that company, so
12 I think the lease was in my name, but that
13 company's name would have been somehow attached or
14 affiliated with that.

15 436 Q. Right. I'm going to pull up
16 another document here.

17 A. Yes.

18 437 Q. So this is a lease agreement.
19 This is the document you were talking about?

20 A. Let me see. Yes.

21 438 Q. Right. So you and Tersk Garage
22 Limited were co-lessees?

23 A. Yes.

24 439 Q. Right. I see you paid a cash down
25 payment of \$250,000?

1 A. Yes.

2 440 Q. Right. Where was that money from?

3 A. That money would have been from,
4 again, cryptocurrency and trading, money and
5 trading profits at the time.

6 441 Q. Right. Did you withdraw it from a
7 bank account?

8 A. I think so. Yeah, it would have
9 been a draft.

10 442 Q. Okay. Was that one of your
11 accounts or an account that Tersk Garage Limited
12 had?

13 A. It was one of my accounts.

14 443 Q. Right. So that was -- you said it
15 was proceeds of trading, so it was the money that
16 investors had deposited into your accounts, right?

17 A. It would have been from probably a
18 mix or a variety of things. It would have been
19 from investment money, it would have been from --
20 if I was buying or selling, I don't know, a variety
21 of things like precious metal and whatnot and so on
22 and so to the.

23 444 Q. Right. So either investor
24 deposits or the proceeds of your investments, which
25 were purchased using investor deposits?

1 A. Yeah, because, like I said, it --
2 I wouldn't -- I wouldn't move the gains from the
3 crypto markets or anything like that.

4 MR. SOUTTER: Okay. We'll mark
5 that lease agreement as the next exhibit.

6 MR. SIMAAN: Yeah.

7 EXHIBIT NO. 5: Lease agreement for the
8 Ferrari 488 Pista.

9 BY MR. SOUTTER:

10 445 Q. I'm going to pull up another
11 document here associated with that car.

12 A. Okay.

13 446 Q. So this is a credit application,
14 and that's your signature at the bottom, right?

15 A. Yes.

16 447 Q. Right. So you were applying for
17 credit on behalf of Tersk Garage Limited?

18 A. Yes.

19 448 Q. Right. And you identify yourself
20 as a director of that company?

21 A. Yes.

22 449 Q. Right. And that company has an
23 account with Scotiabank?

24 A. Yes, they do.

25 450 Q. Right. And your contact there was

1 a Khaled DeJani?

2 A. Yes. He was the branch manager
3 for the Burlington location.

4 451 Q. Right. And that's K-H-A-L-E-D,
5 and then DeJani is D-E-J-A-N-I?

6 A. Yes.

7 452 Q. Right. And he was your contact in
8 the just in respect of this account but other
9 accounts you had at Scotiabank, right?

10 A. Well, yes, however, I was -- I
11 knew a lot of the people at that branch, so I would
12 typically just walk in and then just see one of the
13 tellers, and then if Khaled was in his office, I'd
14 pop in and just say hi quick. It's not like I
15 would always message or email Khaled every single
16 time.

17 453 Q. Got it. But you did email him?

18 A. Yes.

19 454 Q. Right. And was that using the
20 [REDACTED] account?

21 A. No.

22 455 Q. No?

23 A. No.

24 456 Q. Was that the

25 [REDACTED] account?

1 A. Yes.

2 457 Q. Okay. So on this credit
3 application you list three major trade references,
4 right?

5 A. Yes.

6 458 Q. And the first is Steinbach
7 Kitchens?

8 A. Yeah.

9 459 Q. That's your father's company?

10 A. Yes.

11 460 Q. Right. Did Tersk Garage Limited
12 ever trade with Steinbach Kitchens?

13 A. Every trade with Steinbach
14 Kitchens?

15 461 Q. Buy other sell things from them?

16 A. No.

17 462 Q. Do any business with them?

18 A. No.

19 463 Q. No. Okay. And the second
20 reference is MTLI and then hyphen Commercial Moving
21 Company?

22 A. Yes.

23 464 Q. That's Mitchell Learning's
24 company?

25 A. Yes.

1 465 Q. Right. Did Tersk Garage Limited
2 every do any business with that company?

3 A. No.

4 466 Q. Okay. The third reference is the
5 Paljak Group, P-A-L-J-A-K?

6 A. Yeah.

7 467 Q. And the owner there is listed
8 Jake. Is that Jake Polenz?

9 A. Polenz.

10 468 Q. Polenz?

11 A. Yes.

12 469 Q. P-O-L-E-N-Z?

13 A. Yes.

14 470 Q. Right. Did Tersk Garage Limited
15 every do business with the Paljak Group?

16 A. No.

17 471 Q. Right. It never did any business,
18 right?

19 A. No, it never did any business.

20 MR. SOUTTER: Right. Okay. Mark
21 that as the next exhibit.

22 EXHIBIT NO. 6: Credit application for
23 the Ferrari 488 Pista.

24 BY MR. SOUTTER:

25 472 Q. I'm going to ask you some

1 questions about 725 Westney Road South in Ajax.

2 A. Okay.

3 473 Q. You used to rent space there,
4 right?

5 A. Yes.

6 474 Q. To store cars?

7 A. That was the intention.

8 475 Q. Okay. So you didn't actually
9 store cars there?

10 A. No.

11 476 Q. Did you store other things?

12 A. No.

13 477 Q. No. And Colin Murphy also rented
14 space there, right?

15 A. Yes.

16 478 Q. Right. And you and he entered
17 into an agreement to buy that property?

18 A. Yeah.

19 479 Q. Right. For 5 and a half million?

20 A. Yes.

21 480 Q. And there was a \$500,000 deposit?

22 A. Yes.

23 481 Q. Right. Did you pay that?

24 A. I paid that, yes.

25 482 Q. Right. The vendor -- do you know

1 who the vendor was?

2 A. I do not know who the vendor was.

3 483 Q. Who did you negotiate the
4 agreement with?

5 A. I didn't. Colin looked at me and
6 said, did you want to buy it -- do you want to buy
7 this place, and I was, like, sure, it would be
8 cool, and then he said, okay, I'll get everything
9 in place, and I was, like, okay, and then I heeded
10 the negotiating part of it.

11 484 Q. Okay. So I'm just going to put up
12 that agreement and make sure we're on the same page
13 here. So you see that?

14 A. Yeah.

15 485 Q. Right. So this is an offer
16 summary document, and then if I scroll down,
17 there's the agreement of purchase and sale?

18 A. Yeah.

19 486 Q. Right. And so this seller, 26493
20 60 Ontario Inc., do you know who the principals of
21 that company are?

22 A. No, I do not.

23 487 Q. No. But this is the agreement to
24 purchase the Westney property, right, and that's
25 your signature?

1 A. Where?

2 488 Q. At the --

3 A. Yeah.

4 MR. SOUTTER: Right. Okay. So
5 we'll mark that as the next exhibit.

6 EXHIBIT NO. 7: Agreement for Purchase
7 and Sale of 725 Westney Road South.

8 489 Q. So let's talk about Colin Murphy.
9 Who is he?

10 A. Colin Murphy is a guy that I met
11 in a car circle.

12 490 Q. Okay. And he was a business
13 partner of yours?

14 A. I wouldn't say he was a business
15 partner of mine. He started out as an investor,
16 and then he started bringing more money and more
17 money and more money and then eventually told me
18 that the money he was investing -- I can't remember
19 if he told me or if I found out otherwise, but
20 found out it wasn't actually his money, and then he
21 was -- I found out he was potentially raising
22 capital in other people's money without telling me
23 and then just giving it to me as an investment as
24 it was his.

25 491 Q. Okay. How much money did he give

1 to you in total?

2 A. I can't remember the exact amount,
3 but he physically gave me -- I know it was less
4 than 500,000, but -- I know it was less than
5 500,000, but I know it was greater than 250,000.
6 It was somewhere in that range, between 250 and
7 500,000.

8 492 Q. Okay. And was he repaid?

9 A. He was repaid.

10 493 Q. When was that?

11 A. Over the 2021 calendar year.

12 494 Q. Okay. So in installments or all
13 at once?

14 A. In installments.

15 495 Q. Okay.

16 A. He actually -- he actually
17 profited.

18 496 Q. So he received a return on his
19 investment?

20 A. Yes.

21 497 Q. How much was that?

22 A. The return was -- I think in total
23 back he received over -- I think he received over a
24 million dollars back, to be honest with you. I
25 can't remember the exact amount, but I know he was

1 one of the individuals that profited from this
2 investment.

3 498 Q. Right. So he invested between
4 250,000 and 500,000?

5 A. Yeah.

6 499 Q. And he received approximately a
7 million in total, or is that after being repaid his
8 principal?

9 A. No, in total. It could have been
10 a little bit more than that too. Like I said, I
11 can't remember the exact amount or the exact
12 figure.

13 500 Q. Okay. Do you have any records of
14 any of the investments made by Mr. Murphy for the
15 payments made to him?

16 A. I do not, no. If I do, they would
17 have been in my phone on the trustee images.

18 501 Q. Where is he now?

19 A. I have no idea.

20 502 Q. Do you have his contact
21 information?

22 A. I do, yes. I gave it -- I gave it
23 to the trustee in one of the early meetings, but I
24 know he disconnected his number or it's dead or
25 changed his number, but I did provide the trustee

1 with that image.

2 503 Q. So what you gave the trustee,
3 that's the only contact information you have for
4 him?

5 A. Yes.

6 504 Q. Okay. Does he have any of your
7 assets?

8 A. No.

9 505 Q. No. Nothing?

10 A. Nothing.

11 506 Q. Okay.

12 MR. SIMAAN: Well, when we say his
13 assets, I mean, I think he's responsible for
14 250,000 of that \$500,000 down payment, so do you
15 mean, like, an account receivable? Does that count
16 as an asset? It usually does in the financial
17 statement.

18 BY MR. SOUTTER:

19 507 Q. Does he have any of your tangible
20 personal property?

21 A. No.

22 508 Q. Did you have an agreement with him
23 about that deposit being paid?

24 A. Yeah. So I had a verbal agreement
25 with him stating that he was supposed to -- when it

1 came to closing on the property, the amount I would
2 pay would be subtracted by 250,000 because the
3 intention was to split everything down the middle,
4 but he said why don't you just pay the full amount,
5 and then when you go to close on the property, we
6 just subtract 250,000 off what you pay, and I said,
7 okay, no problem, and then obviously we didn't
8 close on the property, so -- sorry.

9 509 Q. Did you apply for financing to
10 purchase the Westney property?

11 A. No.

12 510 Q. No?

13 A. No.

14 511 Q. How about to purchase the
15 Burlington property?

16 A. No.

17 512 Q. Have you ever applied for a
18 mortgage?

19 A. No.

20 513 Q. So Jeff Levy helped you
21 incorporate APP Private Equity Limited, Tersk --
22 and that's T-E-R-S-K, right?

23 A. Yes.

24 514 Q. Right. Tersk Business Solutions
25 Limited, Tersk Garage Limited and Tersk

1 Developments Limited?

2 A. Yes.

3 515 Q. Right. Any other companies?

4 A. Off the top of my head, those are
5 the only ones that I remember him incorporating for
6 me.

7 516 Q. Okay. Do you have any other
8 companies?

9 A. No, I don't think so.

10 517 Q. Did anyone else help you
11 incorporate companies?

12 A. No.

13 518 Q. No?

14 A. Not from my knowledge, no.

15 519 Q. Okay. I'd like you to ask
16 Mr. Levy for a record of all companies that he
17 incorporated for you, okay?

18 A. Okay.

19 U/T

20 MR. SOUTTER: Okay. Why don't we
21 break there for lunch.

22 (Recessed at 12:25 p.m.)

23 (Reconvened at 1:22 p.m.)

24 BY MR. SOUTTER:

25 520 Q. Okay. So we had some discussion

1 off the record about email accounts, and I require
2 the login information for the following emails
3 accounts, [REDACTED],

4 [REDACTED],

5 [REDACTED] and

6 [REDACTED].

7 Now, I understand that you want to
8 consider that. In the event that you do not give
9 those things, those log in details, I would like
10 all emails from those accounts for the period
11 starting when Mr. Pleterski graduated from Fanshawe
12 college until the date of bankruptcy, and I
13 understand you're going to consider that as well?

14 MR. SIMAAN: Yes.

15 U/A

16 MR. SOUTTER: Those are the things
17 that we require, and hopefully once you've had an
18 opportunity to consider, we can have some further
19 discussion on that.

20 MR. SIMAAN: Yes. So just so we're
21 clear, the second part of it, the alternative, I
22 guess, requests that you're making, we certainly
23 would agree to and just sort of have to figure out
24 how to do that in a practicable manner, and it may
25 be the practical manner to do it is to do the first

1 one. I do note that you didn't ask -- I don't
2 think you asked for everything -- I don't think you
3 asked for everything, all the email accounts we
4 talked about this morning. I couldn't write them
5 down quick enough, everything you were just saying
6 there, but I seem to recall there were other ones
7 that you didn't mention like baseball thirty 2 or
8 thirty 2 baseball or something like that.

9 MR. SOUTTER: I left out the thirty
10 2 baseball because his evidence was that that was
11 never used for any of this business, so --

12 MR. SIMAAN: All right, but
13 certainly the one that had the AP -- I think
14 there's an AP equity one or something like that.

15 MR. SOUTTER:

16 [REDACTED].

17 MR. SIMAAN: Right. That one it
18 would be hard to imagine that we wouldn't give you
19 the login particulars for it, just given the times
20 of when it was sort of around and all that kind of
21 stuff or the admin as well, which I don't think
22 exists maybe anymore, I think is what I understood,
23 but I'm just going to take it all under advisement
24 right now, but I can certainly say the alternative
25 portion of it would be an undertaking.

1 MR. SOUTTER: Okay.

2 U/A

3 MR. SOUTTER: And just in terms of
4 timing, I know you're away for approximately a
5 week. Can we say the 7th? I think you're back by
6 then.

7 MR. SIMAAN: I'm back on the 5th,
8 so you want my position you mean by the 7th?

9 MR. SOUTTER: Well, your position on
10 the first request, and I understand there is no
11 issue at least as to some of the second one, so,
12 like, the login information for
13 [REDACTED], for example.

14 MR. SIMAAN: Yeah, right.

15 MR. SOUTTER: I understand there's
16 no issue with that, and if that's correct, then
17 maybe Mr. Pleterski either after the examination
18 today or right now or whatever could either tell me
19 or the trustee in writing what that access -- what
20 that information is.

21 MR. SIMAAN: Okay. Well, I think
22 that I want to have a discussion with him about all
23 of it just because I just don't know what the
24 answer is, first, and whether anything was used
25 unexpectedly for things that are totally personal,

1 private, I can't -- you know, it would seem kind of
2 odd, but I guess it's technically possible if
3 there's things in there that we don't -- aren't to
4 go out or we need some type of protocol for, but,
5 yeah, I mean, I'll certainly tell you our position.
6 I'm back in the office on the 5th, and certainly by
7 the 7th I can give you what our position is on all
8 of that. I mean, actually providing the documents,
9 that might take quite some time if we don't just
10 give you the coordinates, right, so I don't know
11 how long -- how that would -- how that's going to
12 be done.

13 MR. SOUTTER: Right. Well, we'll
14 have to start with your position, I think, so I'll
15 look forward to that by the 7th.

16 MR. SIMAAN: Sure.

17 MR. SOUTTER: All right.

18 U/T

19 MR. SOUTTER: And I had asked for
20 Mr. Pleterski to contact Jeff Levy and get a list
21 of all corporations he had helped incorporate, and
22 I'd like that list by the 7th as well, please.

23 MR. SIMAAN: Okay. So can I
24 just -- see, I'm not around to kind of follow up on
25 these things, and this is what the concern here is.

1 So just I'm talking to my client on the
2 record here, but I just want to be clear, Aiden,
3 that's something you need to do, like, after today
4 if we're ending early or tomorrow, to contact
5 Mr. Levy and ask him for that list. Are you clear
6 what it is you're doing? I know you're not writing
7 anything down here or anything, but --

8 WITNESS: Yeah, I'll just send Jeff
9 an email pretty much stating, hey, I need you to
10 supply me with a list of all the companies that you
11 incorporated for me.

12 MR. SIMAAN: Right. Okay. So
13 please do that because I'm not following up after
14 this. I'm going to be away, you know, right after
15 this is done, and so I won't be able to follow up
16 until the 5th, and that might be too late.

17 WITNESS: Okay.

18 MR. SIMAAN: Okay.

19 U/T

20 BY MR. SOUTTER:

21 521 Q. Okay. So we had had some
22 discussion about companies you incorporated and
23 emails. We recently got a video from Mason
24 Doucette. You know Mr. Doucette, right?

25 A. Yes.

1 522 Q. Okay. I'd like to show you that
2 video. He told us that he took it, I believe, on
3 June 13th, 2022, and his advice to us was that he
4 videotaped your email inbox, and I take it that
5 this is your [REDACTED] inbox?

6 A. Yes.

7 523 Q. Okay. And I see that --

8 A. Yeah, I think it's that email.
9 Sorry.

10 524 Q. And I see that you received a
11 number of emailed from FXChoice here?

12 A. Yeah.

13 525 Q. Right. I'm going to go to the two
14 minute, 19 second mark.

15 MR. SIMAAN: Sorry, so this video
16 is obviously going to be the next exhibit, I
17 assume, and you'll make it, I assume, a letter
18 exhibit, given that the witness doesn't know
19 what -- isn't familiar with this document, or at
20 least you're not asking him whether he's familiar
21 with the document, but when you say I'm just going
22 to the 2 minute -- we're just looking at stock
23 images of this video. Is this video just a video
24 of his phone; is that the idea?

25 MR. SOUTTER: So Mr. Doucette's

1 evidence was that he took this video on his phone,
2 but he was videotaping a computer screen at
3 Mr. Pleterski's [REDACTED] home, and on the
4 computer screen was the email account.

5 MR. SIMAAN: Okay, so, I'm sorry,
6 so you're saying is this something he was sharing
7 with him, like, on a Zoom or something like this?

8 MR. SOUTTER: No. This was just a
9 video that Mr. Doucette took on his phone of the
10 email account that was on the screen, on the
11 computer screen.

12 MR. SIMAAN: So he -- okay. Again,
13 we're not familiar with any of this stuff. I'm not
14 sure how legal any of this is, so I want to --

15 A. I never gave him email access.

16 MR. SIMAAN: I know. I want to
17 understand what the circumstance -- are you saying
18 that he, like, broke into his house and went onto
19 his computer and started videoing, like, what's on
20 his computer screen?

21 MR. SOUTTER: So I'm really just
22 going to ask about the emails that are videotaped
23 here, and, you know, this will just get marked for
24 identification purposes, right?

25 A. Even though he's not -- like, I

1 never gave him access to that email.

2 MR. SOUTTER: Okay.

3 MR. SIMAAN: Okay, so -- but
4 presumably these are things that are on this -- or
5 what email address is this?

6 MR. SOUTTER: So, I mean,
7 Mr. Pleterski confirmed that this was the
8 [REDACTED] email account.

9 A. It looks like that email account.
10 I'm not 100 percent sure if it's that email
11 account.

12 MR. SIMAAN: Okay.

13 MR. SOUTTER: So I'll just start
14 with --

15 MR. SIMAAN: Look, there's -- I'm
16 not sure under what Section 163 of the Bankruptcy
17 Act -- how much the rules apply here, but this is a
18 very strange kind of manner of which to put
19 documents to somebody. It's something that may be
20 illegally obtained, and so I'm not sure how
21 reliable I necessarily want to say that this
22 document is.

23 With all that said, assuming that this
24 is his account and because Aiden was of the view
25 that, you know, you had all this information

1 already because that's what he thought you were
2 imaging from his phone, I don't have a concern from
3 that perspective, but I do have a concern in that I
4 don't know what this evidence is. I don't know
5 what the chain of custody of it was, whether things
6 have been altered, and so, you know, I want to
7 reserve all rights as to whether any of this should
8 be ever admissible or referred to in the
9 proceeding.

10 With that said, please go ahead and ask
11 your questions.

12 BY MR. SOUTTER:

13 526 Q. Okay. So you see on the screen
14 here an email from [REDACTED].com to [REDACTED],
15 right?

16 A. Yeah, I see that. Sorry, excuse
17 me, yeah, I see that.

18 527 Q. Right. That's [REDACTED] your
19 landlord. That's his email address?

20 A. Yes.

21 528 Q. And her questions are regarding
22 funds held -- or, sorry, the content of her
23 email -- so she says, please see the below answers
24 from the Mauritius agent and FSC regarding your
25 activity approval. With reference to the client's

1 funds held with a 4X brokerage entity under the
2 personal name of Aiden Pleterski, we will
3 preferably need the funds to be transferred to the
4 clients, and then it's cut off.

5 And then the next line starts,
6 otherwise we will proceed further with the
7 processing of this order for registration as an
8 authorized company, and then it goes on before it's
9 cut off.

10 And at the bottom here, I wanted to
11 check with you if you want to order the company and
12 gather the information so we can have the same
13 incorporation in Mauritius or want to go with any
14 other jurisdiction we have discussed.

15 Do you see that?

16 A. Yes.

17 529 Q. Okay. And then Terry forwarded
18 that email to you. Do you see that?

19 A. Yes, I do.

20 530 Q. Right. So he says, Hi Aiden,
21 please see the below final confirmation from
22 Mauritius regarding the registration of our
23 operating company, right?

24 A. Yes.

25 531 Q. So you were attempting to open an

1 operating company in Mauritius with Terry Chang?

2 A. Yes. So I know that Terry had
3 extensive banker -- extensive background as a
4 banker, and I was thinking about opening up my own
5 foreign exchange brokerage, and I asked him to --
6 for some help since he had extensive banking
7 background, and essentially started poking around
8 in different jurisdictions for me, and he said
9 based on what I found for you, Mauritius would be
10 the best -- be like the haven of all jurisdictions
11 to open a brokerage in, so if you want to proceed
12 with this, essentially this is where it would --
13 this is what you have to do, but in order to
14 operate and run a foreign exchange brokerage, you
15 need a director onboard that has extensive
16 financial -- extensive -- what's the word I'm
17 looking for -- someone that worked or studied in
18 the financial industry and has worked for a minimum
19 of a certain amount of years or something like that
20 as a banker or something, and Terry was the only
21 connection that I knew, so I think that's what he
22 meant by our company, but we never ended up going
23 through and proceeding with opening it.

24 532 Q. Okay. So you don't have any
25 companies in Mauritius?

1 A. No, I don't.

2 533 Q. Right. And other than the ones
3 that we discussed, the Tersk companies and the
4 other bankrupt, AP Private Equity Limited, you
5 don't have any other companies?

6 A. To my knowledge, no, I don't
7 remember opening any other companies.

8 534 Q. Right. Did you discuss opening
9 any other companies?

10 MR. SIMAAN: I'm sorry, I don't
11 understand the question. Did he discuss opening
12 any other companies when? With whom? Like, what
13 are we referring to here?

14 BY MR. SOUTTER:

15 535 Q. Between the time that you
16 graduated Fanshawe College and the time that you
17 became bankrupt, did you discuss opening any other
18 companies with any person?

19 MR. SIMAAN: Okay, you know --

20 A. No.

21 MR. SIMAAN: Aiden, it's not
22 relevant. I can't imagine how that would matter,
23 you know, like, a discussion with somebody about
24 opening a company, you know, to do, you know,
25 something in relation to the World Cup Soccer event

1 coming up. Like, who cares? It's not -- that
2 goes -- it's whether he had any companies, and
3 you've got an undertaking that he's going to ask
4 Mr. Levy about that.

5 And presumably, Aiden, that will extend
6 further that if it turns out there's other lawyers
7 that incorporated companies for you, that you'll
8 have to advise about that too, but, you know,
9 discussion about opening other companies -- unless
10 you can tell me why that's relevant, I don't see
11 how that's relevant.

12 MR. SOUTTER: Okay. So I'm going to
13 mark this as -- we'll call it an exhibit for
14 identification purposes only, and that will be up
15 loaded to the share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT A: Video taken by Mason
18 Doucette on June 13, 2022.

19 BY MR. SOUTTER:

20 536 Q. So we spoke before about the
21 Scotiabank account ending -- well, the Scotiabank
22 account that you had open since you were a young
23 child, right?

24 A. Yes.

25 537 Q. And your parents helped you open

1 that, or they opened that for you, right?

2 A. Yes.

3 538 Q. Right. And they had access to it?

4 A. Yes.

5 539 Q. And they could deposit money to
6 it?

7 A. Yes.

8 540 Q. Right. And they did sometimes?

9 A. They did sometimes, yes.

10 541 Q. Right. And they could make
11 withdrawals from it?

12 A. Yes, they can make withdrawals
13 from it as well.

14 542 Q. Right. I understood your father
15 bought some bank drafts from it, right? He did
16 that sometimes?

17 A. Yes, he did that sometimes. I
18 would ask him to purchase bank drafts when I was
19 out of the country because obviously I'm unable
20 to -- unless I have private banking, I'm unable to
21 wire money or perform any banking activity, like,
22 bank drafts or wire transfers while I'm out of the
23 country, and that's why he would purchase drafts
24 from it for me under my instruction.

25 543 Q. Okay. So I'm going to show a

1 document to you here.

2 A. Okay.

3 544 Q. This is one of those bank drafts,
4 right?

5 A. Okay, yes.

6 545 Q. Right. So your father purchased
7 this from your Scotiabank account?

8 A. Yeah.

9 546 Q. It's in the amount of \$80,000?

10 A. Correct.

11 547 Q. Right. And it was payable to Winn
12 Family Enterprises?

13 A. Yes. That is a company owned by
14 Chris Winn.

15 548 Q. Right. He's one of your
16 investors?

17 A. Yes.

18 549 Q. Right. So this was a repayment to
19 Mr. Winn?

20 A. Yes.

21 MR. SOUTTER: Okay. I'll make that
22 the next exhibit.

23 EXHIBIT NO. 8: Bank draft in the
24 amount of \$80,000.

25 BY MR. SOUTTER:

1 550 Q. I'm going to share another bank
2 draft here. So this is a bank draft. You'll see
3 it's dated September 13, 2021. It's in the amount
4 of \$203,511.30. It's payable to Zauber
5 International Leasing. Do you see that?

6 A. Yes.

7 551 Q. Right.

8 A. Yeah.

9 552 Q. And this is drawn from that same
10 Scotiabank account?

11 A. Yes.

12 553 Q. Right. And your father purchased
13 this?

14 A. I think I purchased that one.

15 554 Q. Okay. And you gave it to your
16 father to buy a 2017 Bentley Bottega, right?

17 A. No, I did not give it to him. I
18 surprised him with that Bentley as a gift.

19 555 Q. Oh, okay. So you purchased the
20 bank draft and used the money to buy the Bentley,
21 which you then gave to him as a gift?

22 A. Yes.

23 556 Q. Okay. Just a moment here. So I'm
24 going to pull up another document here. This is a
25 bill of sale for that Bentley?

1 A. Yeah.

2 557 Q. And it's with Zauber International
3 Leasing, the party that that bank draft was payable
4 to?

5 A. Okay.

6 558 Q. I see your father's name here as
7 purchaser?

8 A. Yeah.

9 559 Q. Whose signature is that at the
10 bottom?

11 A. That's mine.

12 560 Q. Okay. And I see your email is
13 listed here, [REDACTED]?

14 A. Yeah.

15 561 Q. Right?

16 A. Yeah.

17 562 Q. So am I interpreting this
18 correctly, that you bought the car, and you put it
19 in your dad's name?

20 A. Yes. It was an anniversary gift.

21 563 Q. Got it. Okay. So this bill of
22 sale and, I suppose, this ownership information,
23 this is something you would have received at the
24 time?

25 A. Yes.

1 MR. SOUTTER: Right. And the bank
2 draft, that's all in the same PDF. I'll mark that
3 as the next exhibit.

4 EXHIBIT NO. 9: Bank draft in the
5 amount of \$203,511.30.

6 BY MR. SOUTTER:

7 564 Q. So that was, what, a wedding
8 anniversary?

9 A. Yes.

10 565 Q. Right. Okay. I understand that
11 your father also bought a property in Indiana in
12 the United States of America in July 2021?

13 A. I think so, yeah.

14 566 Q. Right. That's [REDACTED]
15 [REDACTED], Indiana?

16 A. No idea what the address is.

17 567 Q. Okay, but they bought a property
18 there, right, in Indiana?

19 A. From my understanding, yeah.

20 568 Q. Right. And the price was \$226,500
21 US; is that right?

22 A. I have no idea what the price of
23 the home was.

24 569 Q. Okay. Did that withdraw that
25 money from one of your bank accounts?

1 MR. SIMAAN: Well, you keep saying
2 "they," so who is "they"? I thought you just said
3 his dad is the one who bought it.

4 BY MR. SOUTTER:

5 570 Q. Sorry. I understand that your
6 parents bought it jointly?

7 MR. SIMAAN: Oh, okay.

8 BY MR. SOUTTER:

9 571 Q. Thank you. And is that right,
10 they bought it, right?

11 A. Sorry, you cut out.

12 572 Q. I just wanted to know if that's
13 your understanding, they bought it jointly, your
14 parents?

15 A. I think so. I have no idea.

16 573 Q. Okay. And then I asked, they
17 withdrew the money for the purchase of that
18 property from one of your bank accounts, right?

19 A. To my knowledge, they didn't do
20 that.

21 574 Q. Okay. Does your brother [REDACTED]
22 [REDACTED] live there?

23 A. Yes.

24 575 Q. Does anyone else live there?

25 A. I'm not sure. I know -- currently

1 I'm not sure. I know he had roommates because I
2 went to visit him with my ex-girlfriend and
3 surprise him, and then there were two other
4 roommates there.

5 576 Q. Okay.

6 A. Or there was one other roommate
7 there, and then I think another roommate was living
8 there at the time as well, but they weren't
9 physically there; they were gone throughout the
10 time that I was there.

11 577 Q. Right. So you said before that
12 times your father Dragan would deposit money to
13 your Scotiabank account?

14 A. Yes.

15 578 Q. Right. Sometimes bank drafts,
16 right?

17 A. Yes.

18 579 Q. Or cash?

19 A. He never deposited cash to my
20 account.

21 580 Q. Okay. So I understand that some
22 investors would sometimes leave bags of cash with
23 your father when you were not around; is that
24 right?

25 A. I don't think investors left bags

1 of cash with my dad. I know he's -- my parents are
2 very uncomfortable around a lot of physical cash,
3 so I know for a fact he would have said no to that,
4 or my mom would have said no to that for sure.

5 581 Q. Okay. Did they leave -- do you
6 know if any investors left bank drafts with either
7 of your parents?

8 A. I typically didn't tell investors
9 to leave bank drafts with my parents because I
10 wanted to keep my family private, so typically I
11 would ask another friend or whoever was available
12 if I was out of the country to pick up a draft from
13 said investor, and then I would have my friend
14 deliver that to my dad to deposit into my account,
15 or I would have whatever friend or other relative
16 or whoever it was deposit it as a third-party
17 deposit.

18 582 Q. Okay. So sometimes one of your
19 friends would collect money from an investor --

20 A. Yes.

21 583 Q. -- in the form of a bank draft and
22 give that to your dad to be deposited to your
23 account?

24 A. Yes.

25 584 Q. Right. And would he just do that,

1 or would he let you know that he had a bank draft?
2 He'd give you a heads up?

3 A. He would always give me a heads up
4 when he receives it on hand, and then he's say what
5 do you want me to do with it, do you want me to
6 hold it? Do you want me to deposit it? It's in
7 your name, it belongs to you, so let me know, and
8 then I would either tell him if I knew I was coming
9 back in two days, I'd say, just told it there until
10 I come back. If I knew I would be gone for another
11 two weeks, I'd say just go and deposit it when you
12 can.

13 585 Q. Got it. So he'd just, like, shoot
14 you a text?

15 A. Sorry?

16 586 Q. He would just shoot you a text or
17 something?

18 A. No, we always talked on the phone.
19 I don't text my dad too often.

20 587 Q. Okay, but every now and again
21 would call, every now and again you'd text or one
22 or the other?

23 A. Typically -- typically always
24 phone calls because anytime they want to reach me,
25 they never text me, they always call me. Then if I

1 miss their call, they might send me a text saying
2 call me back when you get a minute, and vice versa.

3 588 Q. Okay. So when one of your friends
4 dropped off a bank draft to your father, he would
5 give you a call and sometimes would text you that
6 he gave you a call if he couldn't reach you,
7 correct?

8 A. Yeah, my mom is more so the one
9 that texts me saying, hey, call me back, but my dad
10 doesn't. I typically just -- I'll call him back
11 usually within the hour at max.

12 589 Q. Right. So did you ever text your
13 dad?

14 A. Yeah, I texted my dad.

15 590 Q. Okay. So, you know, we spoke
16 about how the trustee imaged your phone?

17 A. Yes.

18 591 Q. There were no texts with your
19 father on that phone, on the phones?

20 A. Okay.

21 592 Q. So what happened to those texts?

22 A. Well, I know a lot of stuff on the
23 phone didn't get backed up, and especially a lot of
24 iMessage conversations. I had a lot of photos as
25 well throughout a certain timeframe when you update

1 and transfer IOS devices -- because that phone is
2 an iPhone 13 Pro, and then I had an iPhone 11
3 before that, I think, or an iPhone X, I can't
4 remember which one I had, and then I ended up
5 getting a new known and just transferring it over
6 the iCloud, and not everything will transfer over
7 if you exceed the storage, so I guess his
8 conversation was one of the texts that didn't
9 transfer over.

10 593 Q. So when is that? When did that
11 happen?

12 A. When did what happen?

13 594 Q. The transfer that you were just
14 referring to.

15 A. Like, when did I switch phones --

16 595 Q. Yeah.

17 A. -- or when did I upgrade my phone?
18 I don't know. Probably, like, at this point about
19 a year ago or maybe -- no -- yeah, like, six, seven
20 months ago or so.

21 596 Q. So sometime between November of
22 2021 and February or March of 2022?

23 A. Maybe around that time or closer
24 to the start of the summer.

25 597 Q. Okay.

1 A. I don't remember the exact day.

2 598 Q. Okay. And are you telling me that
3 after that point or around the spring of 2022 you
4 had no texts with your father?

5 A. Yeah, to be honest with you, I
6 don't text my parents much. Like I said, we talk
7 on the phone.

8 599 Q. But you're telling me you had zero
9 texts with him?

10 A. I may have had messages with him
11 on WhatsApp, I may have had messages with him on --
12 on that platform, but --

13 600 Q. So did you have any texts with
14 your dad during that period?

15 A. If they weren't on my phone, then
16 no.

17 601 Q. Okay. Did you delete any messages
18 with your dad from your phones?

19 A. I didn't delete any messages with
20 my dad.

21 602 Q. With anyone?

22 A. I didn't delete messages with
23 anyone in particular on my phones, no.

24 603 Q. Okay.

25 MR. SIMAAN: Well, actually, did we

1 not delete -- okay. I thought maybe --

2 A. I don't think we deleted
3 solicitor/client information.

4 MR. SIMAAN: No, I don't think --
5 no, I don't think that was what it is. I
6 thought -- but maybe I'm misremembering. I thought
7 there was something like a fight with your
8 girlfriend or something.

9 A. No, sorry, there were texts that I
10 deleted. I deleted all my texts with my ex, Mya,
11 yeah, because after her and I broke up, I was --

12 MR. SIMAAN: You don't have to --
13 that's fine.

14 BY MR. SOUTTER:

15 604 Q. So we talked about this Bentley
16 that you gifted to your father before?

17 A. Yes.

18 605 Q. And you gifted other cars to your
19 family as well, right?

20 A. Yes.

21 606 Q. Right. So there was a 2021 Audi
22 e-tron that you gifted to your mother?

23 A. Yes.

24 607 Q. Right. That was in late May of
25 2021?

1 A. I think around that time, yeah. I
2 remember it being at the start of the year.

3 MR. SIMAAN: Aiden, sorry, I know,
4 like, you're not getting documents put in front of
5 you. I'm guessing that's because it doesn't really
6 matter on the dates, but please don't guess on the
7 dates. If you don't know what it is, then say you
8 don't know, just because counsel is saying that,
9 then if you remember that's true, say you remember
10 it's true. If you don't remember it's true, just
11 say I don't remember what the date was, and he'll
12 show you the date if it's important.

13 WITNESS: Okay.

14 MR. SIMAAN: Thank you.

15 BY MR. SOUTTER:

16 608 Q. So did you do the same thing for
17 that car, you bought a bank draft and then used
18 that bank draft to purchase the car in your
19 mother's name?

20 A. Yes.

21 609 Q. Right. Okay. And what was the
22 occasion for that gift?

23 A. She was driving a 2000 -- and I
24 don't even remember what year -- Honda minivan that
25 was on the brinks of breaking down, so she was in

1 need of a new vehicle.

2 610 Q. Okay. And when you gave it to
3 her, did you also give her cash?

4 A. No, I don't -- no, I didn't give
5 her cash with that.

6 611 Q. You didn't give her \$50,000 in
7 cash?

8 A. I don't remember giving her
9 \$50,000 in cash with that, no.

10 612 Q. Okay. Your mother since traded in
11 the car, right?

12 A. Yes, she has.

13 613 Q. Right. For a 2021 Volkswagen
14 Atlas?

15 A. Yes.

16 614 Q. A less-expensive car?

17 A. I believe so.

18 615 Q. Right. Do you know what she did
19 with the difference in value?

20 A. I believe based on trade-in value
21 it may have been an even trade because trade-in
22 value you're not getting full value for the
23 vehicle, right?

24 616 Q. Okay.

25 A. You're only getting about 70 to 80

1 percent.

2 617 Q. You also bought a car for your
3 brother Lucas Pleterski, right?

4 A. Yes.

5 618 Q. A 2021 Audi S5 Technik?

6 A. Yes.

7 619 Q. Right. Similar thing there, you
8 bought a bank draft and used that bank draft to pay
9 for the car?

10 A. Yes.

11 620 Q. Right. And that was \$103,147.72?

12 A. I don't remember the exact price,
13 but that sounds about right.

14 621 Q. Okay. Have you bought any other
15 cars as gifts for your family?

16 A. No.

17 622 Q. No?

18 A. No.

19 623 Q. Not a 2018 Porsche 718 Boxster?

20 A. No.

21 624 Q. No?

22 A. No.

23 625 Q. Your mother also has that car,
24 though, right?

25 A. Sorry.

1 626 Q. Your mother also has that car?

2 A. Yeah.

3 627 Q. And, what, your father bought that
4 for her?

5 A. Yes.

6 628 Q. And he withdrew the money for that
7 car from one of your accounts?

8 A. No.

9 629 Q. No?

10 A. No.

11 630 Q. So that's, like, a \$137,000 car,
12 right?

13 A. It was -- I don't know how much
14 that car is. I'm not very familiar with Porsches.

15 631 Q. Okay. Have you gifted cars to
16 other people other than your family?

17 A. No.

18 632 Q. No, never?

19 A. Never -- or, sorry, other than the
20 Audi 84 that I gifted to my girlfriend Mya.

21 633 Q. Okay. And when was that?

22 A. End of 2020.

23 634 Q. Okay.

24 A. I think it was around
25 Christmastime 2020.

1 635 Q. And how much was that car?

2 A. I can't remember how much it was.
3 I know it was between 50 and -- 50 and 80,000,
4 somewhere in that range.

5 636 Q. So did you withdraw -- or did you
6 pay by bank draft with that also?

7 A. Yeah.

8 637 Q. Right. So you purchased a bank
9 draft from one of your accounts?

10 A. Yes.

11 638 Q. And used that to buy the car?

12 A. Yes.

13 639 Q. Right. So I have some questions
14 for you about your deposit accounts. We have
15 talked about the Scotia one. Did your parents have
16 access to any other bank account?

17 A. No.

18 640 Q. No. Right. So I'd like -- so you
19 had accounts with Scotiabank, right?

20 A. Yes.

21 641 Q. And TD?

22 A. Yes.

23 642 Q. And BMO for a while?

24 A. Yes.

25 643 Q. And I think the Ukrainian Credit

1 Union; is that right?

2 A. Yes.

3 644 Q. Anywhere else?

4 A. Royal Bank, RBC.

5 645 Q. RBC. Anywhere else?

6 A. No, those were the only banks that

7 I had accounts.

8 646 Q. Anywhere in the world?

9 A. Anywhere in the world, no. That's

10 it.

11 647 Q. Right. So you had no accounts in

12 the Bahamas?

13 A. No.

14 648 Q. Or Turks and Caicos?

15 A. No.

16 649 Q. Delaware?

17 A. No.

18 650 Q. Or Mauritius?

19 A. No.

20 651 Q. Okay. I'd like to make sure that

21 we have a record of all of your deposit accounts,

22 so I'd like you to put a list together for me. I'm

23 going to read to you what I'd like you to have on

24 that list.

25 A. Okay.

1 652 Q. I'd like to have a list of all of
2 your deposit accounts -- of all deposit accounts in
3 your name with any financial institution. I'd like
4 the name of the financial institution, the branch
5 number or address, the account number, whether the
6 account is open or closed, and who had access to
7 the account.

8 A. Okay. I know the trustees already
9 have all of that information, but you want it
10 again?

11 653 Q. Well, I'd like to ensure that the
12 information we have is complete, so I'd like you to
13 prepare that list and make sure it is complete, and
14 then we can compare it with what we have and make
15 sure that it is.

16 A. Okay.

17 654 Q. Okay. Can we have that by the 7th
18 as well?

19 A. I can have that done for you today
20 because we just settled it.

21 655 Q. Great. Okay. Well, I'll expect
22 it by the end of the week, then, to make sure you
23 have enough time.

24 A. Okay.

25 MR. SIMAAN: Aiden, if you need me

1 to look at it, I'm unavailable after today, so --

2 WITNESS: No, yeah.

3 MR. SIMAAN: -- it would have to
4 be by the 7th, but if you are just giving stuff
5 today (inaudible).

6 A. Okay. We'll just leave it to the
7 7th, then, because I forgot Michael isn't going to
8 be available after 3:00.

9 MR. SOUTTER: Okay.

10 U/T

11 BY MR. SOUTTER:

12 656 Q. And I'd also like for a similar
13 list, and I'll read that to you.

14 A. Okay.

15 657 Q. So that one was accounts in your
16 name. I'd like a list of all deposit accounts in
17 AP Private Equity's name, the other bankrupt.

18 A. Okay.

19 658 Q. Right. Same details, so financial
20 institution, branch number or address, account
21 number, whether the account is open or closed and
22 provide access, okay?

23 A. Okay.

24 659 Q. Also by the 7th?

25 A. Okay.

1 U/T

2 660 Q. Okay. And you had bank accounts
3 in the same of the Tersk companies, right, one for
4 each of them?

5 A. Yes. All those bank accounts were
6 only opened under Scotiabank.

7 661 Q. Right. So I'd like a third list,
8 similar one, for all deposit accounts that you had
9 access to, other than those on the first two lists.

10 A. Okay.

11 662 Q. With the same information.

12 A. Okay.

13 U/T

14 WITNESS: Sorry, am I able to take a
15 30-second break just to use the washroom?

16 MR. SOUTTER: Yeah, why don't we
17 take five minutes. It's 1:55. We can be back at
18 2.

19 (Recessed at 1:56 p.m.)

20 (Reconvened at 2:03 p.m.)

21 663 Q. So we have spoken today about a
22 number of investment accounts or brokerages where
23 you held cryptocurrency or foreign exchange
24 currency?

25 A. Yeah.

1 664 Q. And is it right that from the time
2 that you started investing other people's money, so
3 after graduating from Fanshawe College, you were
4 primarily using Binance, or was that only for a
5 certain period of time?

6 A. It was for a certain period of
7 time after -- I remember the cutoff for Binance was
8 towards the end of 2021 because they were no longer
9 serving -- or if you were a Canadian citizen you
10 were no longer allowed to use Binance.

11 665 Q. Okay. And what was your primary
12 brokerage after that?

13 A. I used an anonymous wallet called
14 BRD.

15 666 Q. BRD?

16 A. Yes. It's just -- it's three
17 letters, BRD.

18 667 Q. Right. Okay. And that was your
19 primary, I guess, account; is that a fair word to
20 use?

21 A. Yeah, that's a fair word to use.

22 668 Q. Okay. So after you stopped using
23 Binance, you started using BRD, and that was your
24 primary account, that's where all the money was --
25 or all the cryptocurrency was?

1 A. That's not where all the
2 cryptocurrency was. That's where most of the
3 cryptocurrency was. There was some cryptocurrency
4 in Coinbase as well. There was also still some
5 cryptocurrency in Binance; however, when they
6 stopped serving Canadian citizens, the platform
7 stayed active within Canada. You just couldn't
8 trade on the platform. So you could still have a
9 balance on the platform and move that balance to a
10 different wallet for a certain period of time. I
11 don't know if you still can do that or still
12 can't -- or can't now, sorry, but -- yeah, and I
13 didn't start using BRD when Binance shut down. I
14 was using BRD since before then. It's just Binance
15 was the main platform that I would use.

16 669 Q. Okay. And BRD was the primary
17 platform until the date of the bankruptcy; is that
18 right?

19 A. Yes, for the cryptocurrency.

20 670 Q. Okay. And what about for foreign
21 exchange currency?

22 A. For foreign exchange it was
23 MyFXChoice. I also used Prosperity FX. And then
24 there was one other brokerage -- there may have
25 been one other brokerage or two other brokerages

1 that I had used or signed up for. One of them I
2 remember not depositing funds into at all. I
3 remember using Friedberg Direct briefly and
4 depositing a small amount of money into there. I
5 can try to find or get the name of that other one
6 as well. I just don't remember it off the top of
7 my head.

8 671 Q. Okay. So MyFXChoice, is that not
9 used for holding or trading cryptocurrency? It's
10 only foreign exchange currencies?

11 A. Yeah, they're a foreign exchange
12 broker. You can't hold cryptocurrency. Like, you
13 don't get a registered wallet address on -- or you
14 don't get a wallet when you register with
15 MyFXChoice, so MyFXChoice is only foreign exchange.
16 That's strictly it.

17 672 Q. Right.

18 A. You can margin trade
19 cryptocurrencies in it, but that's different than
20 trading cryptocurrency.

21 673 Q. Okay, so explain that to me.

22 A. So when you margin trade
23 cryptocurrency, basically you're essentially
24 gambling on a -- you're not actually purchasing the
25 currency when you're trading in foreign exchange.

1 When you're trading in foreign exchange or margin
2 trading, you're pretty much betting on a market to
3 go up, or you're betting on a market to go down,
4 but where you trade cryptocurrency on a
5 cryptocurrency platform, when you trade a
6 cryptocurrency, you actually own cryptocurrency, so
7 you can send bitcoin. You cannot send bitcoin from
8 FXChoice.

9 674 Q. Okay.

10 A. You don't own cryptocurrency on
11 FXChoice. You're simply just betting on the
12 fluctuation of the market.

13 675 Q. Right. And is it right that the
14 MyFXChoice account only ever had \$200,000 in it?

15 A. I believe it to have more than
16 200,000 at one point.

17 676 Q. How much?

18 A. The MyFXChoice, I don't remember
19 exactly how much it was at its peak. I'm sure that
20 could be found out through account statements from
21 the brokerage, though.

22 677 Q. Okay. Did it ever have a million
23 dollars in it?

24 A. I had more than a million dollars
25 into MyFXChoice at one time.

1 678 Q. More than 10 million?

2 A. I don't remember if it was more
3 than 10 million, but, again, that could just be
4 found out through account statements from the
5 brokerage.

6 679 Q. Right, and I'll come back to that,
7 but I just want to get a sense of what we're
8 talking about here in terms of magnitude.

9 A. Okay.

10 680 Q. Was there more than 25 million in
11 that account?

12 A. In the FXChoice account?

13 681 Q. Yes.

14 A. No, there wasn't more than 25
15 million in the FXChoice account.

16 682 Q. Ever?

17 A. Yeah, ever.

18 683 Q. Okay. Did you ever use OKX.com?

19 A. No, I've never heard of OKX.com.

20 684 Q. Or HITBTC.com?

21 A. I have never heard of that one
22 hereto.

23 685 Q. Okay. So I think I'd like to ask
24 you for another list here.

25 A. Yes.

1 686 Q. I'd like to ask you for a list of
2 all accounts where you held bitcoin or any other
3 cryptocurrency from the time that you started
4 trading other people's money, so when you graduated
5 from Fanshawe College, to the date of the
6 bankruptcy. And I'd like to know when that account
7 was opened, I'd like the account number, I'd like
8 to know whether the account is still open or not,
9 I'd like to know how much was put into the account
10 when it was opened.

11 A. Well, that information should --
12 or, no, that information would have been in my
13 phone when he imaged the phone, but I'm just
14 remembering the conversation we had earlier about
15 the emails. Sorry.

16 687 Q. Right. So I'd like that list by
17 December 7th as well, okay?

18 MR. SIMAAN: Okay.

19 A. Okay.

20 U/T

21 BY MR. SOUTTER:

22 688 Q. And you referred once or twice
23 during this examination to cryptocurrency wallets
24 where you held cryptocurrency?

25 A. Yes.

1 689 Q. Right. And are those still out
2 there? There is cryptocurrency in wallets out
3 there in the universe?

4 A. Are you talking specifically under
5 my name or that I control?

6 690 Q. Yeah, let's start within your
7 name.

8 A. No, there is none within my name.
9 The only active one was the Coinbase one that I
10 presented to the trustee.

11 691 Q. Okay. How about in other names
12 but that you controlled?

13 A. No, no.

14 692 Q. Okay. So the list I mentioned was
15 for cryptocurrency. I'd also like to ask you for a
16 similar list for foreign exchange currencies.

17 A. Okay.

18 693 Q. So I'd like a list of all accounts
19 where you held foreign currencies or traded foreign
20 currencies from the time that you started investing
21 other people's money until the date of the
22 bankruptcy. I'd like the list to include the
23 relevant account numbers, whether the account is
24 still open, how much was put into the account, when
25 it was opened, and I'd like that by December 7th as

1 well.

2 A. Okay.

3 U/T

4 694 Q. Okay. So that's cryptocurrency.

5 MR. SIMAAN: I just want to be
6 clear, Aiden. You're saying yes to all of these
7 things, but just if you can do it, that's fine. I
8 mean, it's -- we started off with a very easy
9 undertaking that you would give stuff that you had
10 already given and just kind of make sure it maybe
11 had a little bit of added information.

12 WITNESS: The cryptocurrency --

13 MR. SIMAAN: Just one second. I'm
14 just concerned that you're not understanding the
15 import of this. He's saying you have to have it by
16 December the 7th, and, I mean, you'll obviously I
17 would hope do your best effort to get it by
18 December 7th, but the idea behind December 7th is
19 that I'm back on December 5th.

20 And, counsel, this is not my only file,
21 as you might expect, and so it's one thing for me
22 to review an account statement. It's another thing
23 for me to review a whole bunch of other things, so
24 I'm getting concerned that you're getting tied to a
25 December 7th date of which I don't even know if

1 we'll have a transcript at that point in time. I
2 see Aiden is not writing any of this stuff down
3 because he was told not to have any notes in front
4 of him. So, you know, I think that, you know, you
5 need to stop being so married to this December 7th
6 date that was used for a very simple undertaking to
7 start with, and you're now asking for a whole bunch
8 of things which maybe he is able to retain all
9 these things in his mind, but also maybe not.

10 MR. SOUTTER: Right. Well --

11 MR. SIMAAN: So maybe you're going
12 to make a list of all these things for him and send
13 them out to him afterwards, which I can then
14 confirm with him when I get back and make sure that
15 there's answers, but he's not taking any of this
16 down, and I don't have any time because we had to
17 squeeze this in before I was leaving on vacation
18 to, you know, go through and do a list of
19 undertakings for him as well. So I just want to be
20 clear that I don't know how realistic all of this
21 is that you're -- when you're asking for, you know,
22 reams of information that has to be done, you know,
23 within two days.

24 MR. SOUTTER: Okay. So I've asked
25 for lists.

1 MR. SIMAAN: Yeah.

2 MR. SOUTTER: And we're happy to get
3 together the list that I've asked for and the
4 information that should form part of those lists,
5 and that I'm sure that that's something that the
6 trustee and Mr. Pleterski can communicate in
7 respect of, right? I'm not going to obviously
8 write to him directly. And, you know, they're just
9 lists, so I think December 7th is reasonable.

10 MR. SIMAAN: You're looking at
11 Mr. Pleterski, though, on the video. You see he's
12 not writing any of this down, so hopefully he can
13 get all of this, but you're asking for lists that
14 have, like, seven different subparts in them,
15 right? I want to know whether it's open, whether
16 it's not open, how much was in -- how much was put
17 into it, you know, would had signing authority on
18 it, et cetera. You know, it's -- I just want to be
19 clear that, you know, I'm not sure how realistic
20 all of this is. It was fine when you started for
21 that first list, but, you know, I think we need to
22 be a little bit more reasonable in terms of timing
23 for the rest of it because there have been issues
24 in the past of non-compliance obviously.

25 MR. SOUTTER: Thank you.

1 BY MR. SOUTTER:

2 695 Q. So I'm going to change tack here.
3 I understand that you've told the trustee that in
4 November of 2021 you sort of lost all of your
5 investments; is that right?

6 A. Yeah, when -- that's when the
7 cryptocurrency market started going downhill.
8 Obviously I didn't expect that was going to happen.
9 I don't think anybody really did. And then at the
10 start of the year I essentially tried to redeem
11 myself and tried to excel the returns to try to get
12 some people their money back, but obviously in
13 doing so I guess you could say greed took over, and
14 I -- I was taking very aggressive positions, and I
15 was trying to make returns that obviously weren't
16 feasible or weren't necessarily possible at the
17 time, and it just caused more losses, more losses,
18 more losses, and...

19 696 Q. Right. So in November 2021, you
20 know, what was your financial position with respect
21 to cryptocurrency? How much did you own?

22 A. I can't remember exactly how much
23 I owned because it was across -- it was across a
24 couple platforms, but I know it was north -- the
25 portfolio balance was north of 30 million, but I

1 can't remember exactly how much it was because it
2 was across a few platforms.

3 697 Q. Right. And that was -- are we
4 talking about cryptocurrency that you actually
5 owned, or are we talking about also foreign
6 exchange currencies, the entire pool of assets?

7 A. Yeah, when I say north of -- like,
8 when I say north of 30 million, I mean the pool of
9 funds, I mean the pool of assets.

10 698 Q. Right. And north of 30 million,
11 but less than --

12 A. Less than -- less than 50, 60
13 million.

14 699 Q. Okay. So there was never, like, a
15 nine-figure fund?

16 A. There wasn't a nine-figure fund,
17 no.

18 700 Q. Right. And some of that fund was
19 in cryptocurrency, not all of it?

20 A. Correct.

21 701 Q. And so when the cryptocurrency
22 market went down, what happened to the foreign
23 exchange assets that you held?

24 A. Well, when the cryptocurrency
25 market tanked, I tried to take some -- I tried to

1 make it back at first in foreign exchange and then
2 take some greedy positions in that market because
3 you are margin trade on leverage 500 to 1, which
4 is -- you can make a lot of money, but at the same
5 time you can lose your entire portfolio no matter
6 what size it is in less than 30 seconds.

7 And then I tried depositing more money
8 into cryptocurrency, tried depositing more money
9 into 4X, I tried exploring even bank investments as
10 well, like, mutual funds, for example, and manually
11 trading in the stockmarket and options trading
12 through platforms like Wealthsimple.

13 And then I created a Questrade account
14 as well, but I never deposited money to it, that
15 account was in my personal name and, yeah.

16 702 Q. Okay. So I guess we're having a
17 difficult time here following what your assets
18 were, right? Our understanding was that there was
19 only ever 200,000 in the FXChoice account, and, you
20 know, you've said that might not be exact, I
21 understand that, but our understanding is also that
22 there was only ever \$3 million deposited into the
23 Binance account. Is that right?

24 A. There may have been -- there may
25 have been a little bit more than that deposited

1 into the Binance account. I don't remember the
2 exact figure or the exact number as to what was
3 deposited into Binance.

4 703 Q. Okay, but by a little bit more,
5 we're talking 3 million and change or 4 million?

6 A. I don't remember exactly how much
7 because it was over the course of more than a
8 couple years technically if we're going all the way
9 back to when it was open in 2015 or 2016.

10 704 Q. Right. So, you know, you had
11 investors send you, let's say, at least \$25
12 million, right, is it fair to say that, at least
13 that amount?

14 A. I don't know exactly how much
15 investors sent me because I'm still hearing about
16 people that apparently gave me money that I had no
17 idea about, so --

18 705 Q. I mean, you know, I just want to
19 start with, like, is it fair to say you received
20 many, many millions from investors, like, 20
21 million perhaps, 15? Like, what can we agree on as
22 something that you know?

23 MR. SIMAAN: Don't guess, but
24 let's -- you know, he's asking you to commit to a
25 number that you believe you received from investors

1 to invest in whatever.

2 A. Okay. I can confidently say I
3 received at least 15 million.

4 MR. SOUTTER: Okay. I'm just going
5 to take a few minutes here. I see that we're
6 getting close to 3.

7 (Recessed at 2:24 p.m.)

8 (Reconvened at 2:31 p.m.)

9 BY MR. SOUTTER:

10 706 Q. So at least \$15 million from
11 investors, I think that's where we left off?

12 A. Yes.

13 707 Q. Right. I'd like you to help me
14 understand how that money was deployed and where it
15 went. I mean, you've said that you used Binance
16 for a period and then BRD for another period?

17 A. Mmhmm.

18 708 Q. You said that you put money in
19 MyFXChoice and 4X.com, right?

20 A. Mmhmm.

21 709 Q. And there may have been some other
22 brokerages, but, you know, you've told you our
23 understanding of the maximum amounts in those
24 accounts, right? Our understanding is that there
25 was only 200,000 in the MyFXChoice account and only

1 ever 3 million deposited into the Binance account,
2 and so can you help me figure out how that \$15
3 million was deployed or spent? Where did it go?

4 A. Well, like I said before,
5 everything was traded at one pool -- as one pool.
6 There was \$3 million deposited into Binance, but,
7 for example, like, when the Dogecoin boom happened
8 and it went from a fraction of a penny all the way
9 up to 10 cents -- or, no, it didn't go up to 10
10 cents. When it -- no, sorry, when it went from,
11 like, a fraction of a penny up to 10 cents and then
12 when it hit 80 cents, for example, that happened
13 been the course of a day, and it was nearly a --
14 what was it, like, a -- I think it was, like, 5,000
15 or 6,000 percent increase, and then that obviously
16 caused the value of the whole cryptocurrency
17 portfolio to blow up. So there was a lot more than
18 \$3 million in the Binance account, so then any
19 money coming in, I'd pretty much subtract it off
20 the top of the gains from that account from other
21 investors.

22 Now, there was also a coin called -- I
23 can't remember if it was SafeMoon or another coin,
24 but I made some money when one of these coins went
25 up 65,000 percent back in 2021. Now, 62,000

1 percent seems ridiculous, but it happened, and you
2 can look at the history of the coin, and it
3 happened within the span of literally 20 minutes.

4 710 Q. Okay. So --

5 A. And so I would make gains on that
6 portfolio, and then any money coming in from other
7 investors I knew that I had a giant pillow of
8 profit of funds growing in this account.

9 711 Q. So I'm going to see if I
10 understand this here. You had some funds, and you
11 had some cryptocurrency or foreign exchange
12 currency. When those assets appreciated, it's not
13 because you were -- well, they appreciated, and
14 then this \$15 million over time, that essentially
15 always stayed in your -- or the majority of it
16 always stayed in your bank accounts, and it was the
17 minority that was actually used to purchase crypto
18 or foreign currency?

19 A. Yes, essentially, and -- because I
20 had cryptocurrency portfolios growing in the
21 background, and the only time I would really kind
22 of withdraw from it -- for example, if an investor
23 wanted a withdrawal of \$10,000, for example, but
24 they wanted it in cryptocurrency, I would send them
25 that \$10,000 directly from the cryptocurrency

1 platform or a cryptocurrency platform where I had
2 cryptocurrency. Investors would sometimes request
3 bitcoin, or they'd sometimes request USDT, which is
4 Tether, which is another version of cryptocurrency
5 or another different cryptocurrency, and so on and
6 so forth.

7 712 Q. Right. And so the money actually
8 in your bank account or bank accounts, you would
9 just use that for personal expenses, I guess?

10 A. I would use it as personal
11 expenses, I would use it as a payout to other
12 investors and -- yeah.

13 713 Q. And that was always the case?
14 That was when you started and well into 2021, 2022
15 that that sort of business model was always the
16 same?

17 A. Well, yes, because I found it was
18 the easiest way to operate and do things instead of
19 going through all the steps to convert the
20 crypto -- convert cryptocurrency to, like, Canadian
21 dollars and then wire money from your -- from the
22 bank account over to Binance because I'm not sure
23 if you've had any experience purchasing
24 cryptocurrency through a bank account in large
25 amounts, but it's extremely, extremely hard to do

1 because of regulatory standards, so you have a do
2 little amounts at a time. For example, one of the
3 most poplar wallets here in Canada is KuCoin, and
4 they only allow you to deposit, like, 10,000 or
5 \$20,000 per day.

6 714 Q. Right. So is it fair to say,
7 then, that the majority of amounts that you
8 received from investors were not actually used to
9 purchase cryptocurrency or foreign currency?

10 A. Well, yeah, I guess it's fair to
11 say that because, like I said, I had the cushion on
12 the money that I made that I would just subtract it
13 off the top.

14 715 Q. Right. Okay. So I understand
15 that evidence. And so all of the money that was
16 deposited into your bank accounts, your various
17 bank accounts, you agreed that it was used for
18 personal expenses, and it was also used to pay back
19 investors who wanted to make withdrawals, right?

20 A. Well, like, I saw everything kind
21 of as one pool, so it was, like, it didn't -- I
22 didn't -- it didn't matter where the money was
23 coming from since it was all considered one pool.

24 716 Q. Right. Okay. So is it fair to
25 say that if you had liquidated your assets in

1 November of 2021, you could have repaid everyone's
2 principal? Is that what they were worth back then?

3 A. I could have. I could have
4 liquidated my assets in 2021, and everybody would
5 have been whole again, and there still would have
6 been, like, lots of money left over on the top.

7 717 Q. Right. And you incorporated AP
8 Private Equity Limited after that, right, in
9 December 2022?

10 A. Not December 2022. AP Private
11 Equity was the end of 2021.

12 718 Q. Okay. Thank you.

13 A. Right, yeah.

14 719 Q. Yeah. Thank you for that.

15 A. No, no problem.

16 720 Q. Why did you (audio cut out)?

17 A. Sorry?

18 721 Q. Why did you incorporate AP Private
19 Equity Limited?

20 A. It was for -- I was actually
21 advised to do it because -- so when I was talking
22 to -- because I would talk to Terry Chang the
23 landlord at [REDACTED] about any financial matters
24 or financial questions that I had just because I
25 knew his experience as a banker, so he said, like,

1 how you're operating, you could get -- like, you
2 could get messed up when it comes to tax season,
3 and then it could get very -- it could get very
4 messy with the way you're doing things, so he
5 said -- he advised me the best thing to do was to
6 incorporate, so that's where he actually made the
7 connection for me to Jeff Levy and that whole firm
8 of lawyers, accountants and whatnot. I think the
9 name of the firm is Levy Zavet, if I remember
10 correctly, and that is essentially why I
11 incorporated that company, because I knew that
12 would probably be the best thing to do moving
13 forward.

14 722 Q. Right. And at the same time in
15 December of 2021, you told investors there would be
16 delays if they wanted to withdraw their money,
17 right?

18 A. Yes, around that time I did.

19 723 Q. Right. And that's because you
20 wanted to try to recoup your losses; is that right?

21 A. Yeah, I wanted to get some time to
22 make some money back for the creditors and for the
23 investors, and then I tried to do it for a few
24 months, and then when I saw that, it wasn't really
25 feasible. That's when I started exploring selling

1 some of my personal assets to repay some creditors.

2 The first thing that I looked at were a
3 couple of cars that I was leasing to see if I had
4 equity in some of them. I sold, what was it -- I
5 was able to sell a couple of cars, but when I sold
6 a couple of cars, that's when the Mareva order
7 ended up coming in, so I essentially had to stop
8 what -- I had to stop what I was doing because I
9 wanted to comply with the order, and the only
10 vehicle that I successfully sold for money was a --
11 was the Audi R8 that I got an \$80,000 truck for,
12 and I deposited that into the Ukrainian Credit
13 Union account.

14 724 Q. Right. So you didn't, however,
15 tell your investors that you had suffered losses.
16 When you told them that there would be delays in
17 withdrawing their money, you didn't tell them that
18 you had suffered losses?

19 A. Well, there were -- a lot of the
20 investors at the time I wasn't in direct contact
21 with. A lot of the investors that I was in direct
22 contact with from the --

23 725 Q. So I'm talking about in December
24 of 2021 and January of 2022.

25 A. Oh, sorry, that timeframe, yeah.

1 So it would be -- can you repeat the question,
2 sorry?

3 726 Q. Just so we're clear, in December
4 of 2021 into January of 2022, that time period, you
5 agreed with me before that you had told investors
6 that there would be delays and withdrawals, right?

7 A. Yes.

8 727 Q. Right, because you wanted to have
9 time to recoup losses, right?

10 A. Yes.

11 728 Q. Right. And you did not tell them
12 that you had suffered losses?

13 A. I did not tell them I suffered
14 losses, no.

15 729 Q. Okay. And you continued to tell
16 them that you were making money?

17 A. Well, there were actually a couple
18 of investors that I did say, like, we were in a
19 little bit of trouble, and then obviously they
20 didn't take that too, too well, so it -- so after
21 the first couple of people that I told, it really
22 isn't sit well with me how they were acting, and
23 that's why I had to hire this security in front of
24 my home when I did, and that's essentially when I
25 started telling people that there was going to be

1 delays, and that was so I could take more time for
2 money.

3 I even told investors after February, I
4 think it was, February or March or something, that
5 there was going to be no more trading and that I am
6 going to start repaying people their money back and
7 their funds back. I think it was after March or
8 April or sometime at the start of the year that I
9 told investors that, and then that's when everybody
10 kind of blew up and didn't really give me a chance
11 to do things. There were people that were
12 pressuring because they were, like, I want to get
13 paid first, I want to get paid first, and
14 essentially if somebody was taking a picture of my
15 family's house or threatening me family,
16 threatening me, threatening me girlfriend at the
17 time, I would pay them first to get them off my
18 back.

19 And then, from my understanding, that
20 word got around, you have to threaten this guy to
21 get your money out of him, and then that's when
22 people started threatening more, people started
23 doing it by means of extortion too. There were
24 people -- there was this one guy who went by the
25 alias Mike, and to this day I still don't think

1 anybody knows who he is, but he tried to extort me
2 and my whole friend group at the time, and he was
3 successful. He got over half a million dollars out
4 of myself alone. I know he got some money out of
5 Mitchell Learning. I don't know if he got any --
6 if he was successful in getting money out of any
7 other people. Probably, I imagine, he would have
8 been. And there is -- I know there's history of
9 messages between me and him, whoever he is, on my
10 device that the trustee imaged.

11 And, yeah, that's -- everything just
12 got really, really messy after, I'd say, March,
13 April, around that time.

14 730 Q. Okay. I'm going to show you some
15 WhatsApp messages up here with Sascha Singh.

16 A. No problem.

17 731 Q. Can you see that okay?

18 A. Yeah, I can zoom in on it. I'll
19 just follow your cursor wherever your cursor goes.

20 732 Q. Right. So in late December 2021
21 you sent Mr. Singh a message, this longer message
22 here, right?

23 A. Yeah.

24 733 Q. And you told him that there would
25 be delays of up to one to two weeks in fulfilling

1 withdrawal requests, right?

2 A. Yes.

3 734 Q. Right. Okay. And then later on
4 March 28th you told him that your gains over the
5 last two weeks were 7 percent and 5.93 percent,
6 right?

7 A. Yes.

8 735 Q. Right. So as late as end of March
9 you were still telling Mr. Singh that you were
10 making money?

11 A. Yes.

12 736 Q. Okay. And you had not told him
13 that you were losing money yet?

14 A. No.

15 737 Q. Right. Okay. The same day, yeah,
16 I suppose 12 minutes later, you referred to this
17 compound in Balsam Lake?

18 A. Yeah.

19 738 Q. What can you tell me about that?

20 A. I don't remember putting a 600K
21 deposit on anything in Balsam Lake. It may have
22 been in regards to something else.

23 739 Q. Okay. So --

24 A. I know Balsam Lake, and I know
25 that deposits on houses there are nowhere near that

1 much.

2 740 Q. Okay. So just so we're clear, the
3 figure there was 800,000, not 600,000, but that --

4 A. Oh, sorry, 800,000.

5 741 Q. That's okay. So did you ever have
6 any agreement to purchase a property in Balsam
7 Lake?

8 A. I never did, no.

9 742 Q. So you have no idea of what this
10 refers to at all?

11 A. I can't remember, and I have no
12 idea what that one refers to.

13 MR. SOUTTER: Okay. I'll mark that
14 as the next exhibit and have it up loaded to the
15 share file.

16 MR. SIMAAN: Okay.

17 EXHIBIT NO. 10: Excerpt of WhatsApp
18 messages between Aiden Pleterski and
19 Sascha Singh.

20 BY MR. SOUTTER:

21 743 Q. So I understand, you know, it's
22 2:52 now, we need to wrap this up by 3, so
23 unfortunately we didn't get to go everywhere I
24 wanted to today, and we have a few things that we
25 expect from you, so I'm going to adjourn the

1 examination, and we will discuss when to have it
2 back on, but Mr. Simaan and I can do that when he
3 returns from his time away.

4 A. Sorry to interrupt. I want to add
5 something to your last point about that thing on
6 Balsam Lake, actually. So I know that Mr. Singh
7 has -- he was very, very pushy when it came to
8 receiving his funds, him and his business partner,
9 I guess you could say, I don't know their exact
10 relationship, Akil Heywood, and Akil is still, by
11 the way, uttering threats, and very dangerous
12 violent threats, to me over Instagram comment
13 sections on my posts and text messages. And,
14 anyways, I think my thinking was back then that I
15 wanted Mr. Singh, since he was kind of the main
16 antagonist with threatening me, my family, even on
17 our vacation in Barbados, which I told the trustees
18 about, that he -- that I wanted to -- I wanted him
19 to feel that I was at least trying to do something
20 so he would kind of back off a little bit because
21 he would show up to my house, he would show up to
22 my parents' house, he would take pictures of my
23 brothers out in public, he would take pictures of
24 my parents' house when I'm not even there, and
25 obviously it kind of scared me or startled me a

1 little bit.

2 So I was in the process of liquidating
3 funds to get to him. I told him that. Still not
4 enough for him, so that's why I wanted to make him
5 feel like -- so he would back off and ease up a
6 little bit, but obviously looking back, the
7 police -- it probably would have been a lot better
8 just to call them if I felt like I was in that much
9 danger.

10 744 Q. Okay. So do I understand it,
11 then, that there was never any Balsam Lake property
12 or any deposit made in respect of any Balsam Lake
13 property, and you said that only to appease him?
14 Is that what I understand your evidence to be?

15 A. Well, yeah. He was literally
16 scaring me. Like, I was -- I was barely sleeping
17 at night, and my ex-girlfriend was up all night
18 looking at the cameras on her phone.

19 745 Q. Okay.

20 A. So even when we would have the
21 security guy standing outside of our house, it
22 still felt very uneasy.

23 MR. SOUTTER: Okay. Well, I will,
24 you know --

25 MR. SIMAAN: Adjourn there, yes.

1 Okay.

2 (Adjourned at 2:56 p.m.)

3
4 CERTIFIED COURT REPORTER'S CERTIFICATE

5
6
7
8 I, LISA MacDONALD, CSR, Certified Court Reporter,
9 hereby certify that the foregoing pages contain a
10 true and correct transcription of the recorded
11 proceedings herein to the best of my knowledge,
12 skill and ability.

13
14
15 

16
17 LISA MacDONALD, CSR

18 CERTIFIED COURT REPORTER
19
20
21
22
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25

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “F”

February 24, 2023

Aiden Pleterski
9 Corner Court,
Whitby, ON
L1P 1R7

Aiden Pleterski: aiden.pleterski@gmail.com ; apleterski32@gmail.com
Micheal Simaan: msimaan@kramersimaan.com

Mr. Pleterski:

A copy of our report to the Superintendent of Bankruptcy under Section 170 of the Bankruptcy and Insolvency Act ("**BIA**") is attached. We are required to send you a copy of this report so that you can see what our recommendation is relative to your discharge from bankruptcy. We have also enclosed a Notice of Intended Opposition (the "**Notice**") to your discharge from bankruptcy.

We are opposing your discharge from bankruptcy for the reasons stated in the Notice. There will be a Court Hearing and we will advise you of the Court date once the Court provides us with that information. The following matters remain outstanding in your bankruptcy with the relevant BIA section for reference:

- Failure to complete the first and second counselling session [157.1 (3)];
- Failure to attend to basic duties [173 (1)(o)], including preparing a complete Statement of Affairs [158 (d)] and attending the first meeting of creditors in person [158 (h)];
- Failure to provide books and records to the Trustee [158 (b)] and to submit all necessary income and expense statements along with supporting documents;
- Failure to provide a copy of the 2021 tax return with related documents [158 (b)];
- Failure to respond to undertakings from the section 163 examination of the BIA completely and on a timely basis [163 (1)];
- Failure to cooperate with the Trustee fully including facilitating the transfer of your vehicles to the Trustee [158 (a)]; and,
- Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s.68 (3) of the BIA until the bankrupt has filed all required income and expense statements.

While the above noted items must be remedied in order to be eligible for discharge, the Court may decide to further delay your discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy for the following reasons:

- You have failed to comply with your duties pursuant to section 158 as noted above;
- Your bankruptcy was accelerated by unjustifiable extravagance in living [173 (1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet;
- You have not answered all questions in your examination pursuant to section 163 truthfully [198 (1) (b)];
- You have not kept proper books of account [200 (1)(a)] or provided evidence of the losses you assert took place [200 (2)];
- You have deleted data on your phone prior to it being imaged by the Trustee [200 (1)(b)];

- Your assets are not equal to 50% of your liabilities [173 (1)(a)];
- You have failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the bankrupt's liabilities [173 (1)(d)];
- You raised investments from investors under false pretenses [178 (1)(e)] and appear to have invested less than 1% of the money collected from investors.

You are entitled to attend the Court Hearing. You will not be discharged from bankruptcy until you address the deficiencies described in the Notice along with any additional deficiencies observed during the bankruptcy proceedings. As Trustee, we will be proceeding in due course to obtain our discharge from the administration of your bankruptcy estate regardless of whether or not you are discharged. If the Trustee is discharged before you are discharged, you will incur additional costs to reopen your estate in order to obtain your discharge.

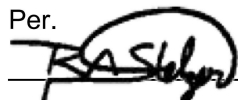
Please contact us to resolve the deficiencies described in the Notice.

Yours truly,

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

District of: Ontario
Division No. 07 - Hamilton
Court No. 31-2856382
Estate No. 31-2856382

FORM 80

Notice of Intended Opposition to Discharge of Bankrupt
(Paragraph 168.2(1)(c) of the Act)

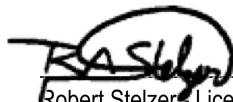
In the matter of the bankruptcy of
Aiden Pleterski
of the town of Whitby, in the province of Ontario

Take notice that Grant Thornton Limited, trustee of the estate of AIDEN PLETESKI, a bankrupt, intends to oppose the discharge of the bankrupt on the following grounds:

- Failure to complete the first and second counselling session pursuant to s. 157.1 (3) of the BIA;
- Failure to attend to basic duties pursuant to s. 173 (1)(o) of the BIA, including preparing a Statement of Affairs pursuant to s. 158 (d) of the BIA and attending the first meeting of creditors in person pursuant to s. 158 (h) of the BIA;
- Failure to provide books and records to the Trustee pursuant to s. 158 (b) of the BIA and to submit all necessary income and expense statements along with supporting documents;
- Failure to provide a copy of the 2021 tax return with related documents pursuant to s. 158 (b) of the BIA;
- Failure to respond to undertakings from the section 163 examination of the BIA completely and on a timely basis pursuant to s. 163 (1) of the BIA;
- Failure to cooperate with the Trustee with respect to transferring the vast majority of the bankrupt assets to the Trustee pursuant to s. 158 (a) of the BIA; and
- Surplus income may be owing to the estate; however, this amount cannot be determined pursuant to s. 68 (3) of the BIA until the bankrupt has filed all required income and expense statements.

Dated at the City of Toronto in the Province of Ontario, this 24th day of February 2023.

Grant Thornton Limited - Licensed Insolvency Trustee
Per:



Robert Stelzer - Licensed Insolvency Trustee
11 th Floor, 200 King Street West, Box 11
Toronto ON M5H 3T4
Phone: (416) 366-0100 Fax: (416) 360-4948

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED

NOTICE OF INTENDED OPPOSITION TO DISCHARGE OF BANKRUPT
PURSUANT TO PARAGRAPH 168.2(1)(a) OF THE
BANKRUPTCY AND INSOLVENCY ACT

EXHIBIT “G”

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

THIRD REPORT OF THE TRUSTEE

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APPENDICES

Appendix "A"	Mareva Endorsement of Justice Sutherland dated July 7, 2022
Appendix "B"	Trustee's Second Report dated October 21, 2022 (without appendices)
Appendix "C"	Order of Justice Conway dated October 28, 2022
Appendix "D"	Sample investment agreement
Appendix "E"	Certificates of Non-Attendance of Tulloch, Kyrsten Tytla and Jocelyn Tytla dated February 14, 2023
Appendix "F"	Certificate of Non-Attendance of Winston Blenman dated February 13, 2023
Appendix "G"	Transcript of the examination of Dragan Pleterski conducted on December 22, 2022
Appendix "H"	Transcript of the examination of Kathy Pleterski conducted on December 22, 2022
Appendix "I"	Banking analysis of transactions between the Bankrupts and Dragan and Kathy Pleterski

Appendix "J"	Minutes of Settlement dated March 14, 2023
Appendix "K"	Transcript of the examination of Learning conducted on October 11, 2022
Appendix "L"	Transcript of the examination of Aiden Pleterski conducted on November 24, 2022
Appendix "M"	Mareva Orders of Justice O'Connell dated September 12, 2022 and Justice Verner dated September 15, 2022
Appendix "N"	Statement of Claim of Anthony Milne dated September 12, 2022
Appendix "O"	Order of Justice O'Connell dated January 10, 2023
Appendix "P"	Agreement to Purchase the Westney Property dated October 26, 2021
Appendix "Q"	Bank draft payable from Pleterski's bank account for the Westney Deposit
Appendix "R"	Account statements from August 25, 2021 to October 30, 2021
Appendix "S"	Agreement of Purchase and Sale and Agreement to Lease to Own of the Burlington Property
Appendix "T"	PIN for the Burlington Property
Appendix "U"	Profile Report of 1223408 Ontario Limited
Appendix "V"	Profile Report of 1000176653 Ontario Inc.
Appendix "W"	Transcript of the examination of Sundeep Gupta conducted on February 9, 2023
Appendix "X"	House Sigma Listing for Burlington Property
Appendix "Y"	Unsigned Agreement
Appendix "Z"	VIN Search in respect of the Senna
Appendix "AA"	First Report of the Trustee dated September 9, 2022 (without appendices)
Appendix "BB"	Supplement to the First Report of the Trustee dated September 26, 2022 (without appendices)

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

THIRD REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.

PURPOSE

2. The purpose of this report (the “**Third Report**”) is to:
 - a) Provide an update to the Court and the creditors on key developments related to the Bankrupts;
 - b) Share the results of the Trustee’s Banking Analysis (defined below);
 - c) Provide support relating to relief to be sought at the motion scheduled on March 31, 2023 for orders:
 - i. Approving the Trustee’s activities as described herein;
 - ii. Directing Jerome Tulloch (“**Tulloch**”), his partner, Kyrsten Tytla, his partner’s mother, Jocelyn Tytla (collectively, the “**Tulloch Family**”) and Winston Blenman (“**Blenman**”) attend at an examination pursuant to section 163 of the *Bankruptcy and Insolvency Act* (the “**BIA**”); and

- iii. approving the settlement agreement between the Trustee, Dragan Pleterski and Kathy Pleterski (collectively, the “**Pleterski Parents**”) dated March 14, 2023,
- d) Provide support for the Trustee’s motion (to be heard on a date to be scheduled by the Court) granting it relief from forfeiture and directing that the Westney Deposit (as defined below) be paid to the Trustee;
- e) Provide an update on remaining realizations and investigations relating to:
 - i. Mitchell Learning (“**Learning**”);
 - ii. Colin Murphy (“**Murphy**”); and
 - iii. The Burlington Property (as defined below);
- f) Advise the creditors of the Trustee’s intention to proceed with an interim dividend; and
- g) Advise the creditors of the Trustee’s position regarding the Bankrupts’ discharge.

SCOPE AND TERMS OF REFERENCE

- 3. Certain information contained in this Third Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Report may not disclose all significant matters about the Bankrupts.
- 4. This Third Report has been prepared for the use of this Court as general information relating to the Bankrupts and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Third Report. Any use that a party makes of this Third Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.
- 5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

6. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceedings**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
7. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related Endorsement (the “**Mareva Endorsement**”), a copy of which is attached as **Appendix “A”**, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
8. As noted earlier, the Trustee was appointed in August of 2022. The Trustee’s first report and the supplement thereto were prepared on September 9, 2022 and September 26, 2022, respectively, and dealt with Pleterski’s poor conduct and failure to attend to his duties as a bankrupt. The Trustee’s second report dated October 21, 2022 (the “**Second Report**”) provided the Trustee’s first substantive update to the Court on the bankruptcy proceedings. Attached as **Appendix “B”** is the Second Report (without exhibits). On October 28, 2022, the Court granted an Order which, among other things, consolidated the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee’s requests, including with respect to the transfer of certain property to the Trustee; attached as **Appendix “C”** is the Order.
9. Since the commencement of the bankruptcy proceedings, claims totaling approximately \$25 million have been filed in the consolidated estates of the Bankrupts. As outlined in the Second Report, Pleterski has not been cooperative with the Trustee. Since its appointment, the Trustee has expended considerable effort attempting to trace and recover property of the Bankrupts that had been transferred to other persons or not otherwise delivered up to the Trustee.

ACTIVITIES SINCE THE SECOND REPORT

10. As detailed in the Second Report, the Trustee's investigation efforts from its appointment in August through to October 2022, included a review of the Bankrupts' available banking records, searching properties in locations in which Pleterski was known to frequent, running vehicle searches, and imaging and reviewing Pleterski's cell phones. Since the Second Report, the Trustee's investigation has included:

- a) Banking – Reviewing and analyzing bank transactions following the receipt of the bank statements and supporting information, such as bank drafts, from the banks;
- b) Searches – Expanding the property searches previously obtained based on information from the Banking Analysis or tips from investors;
- c) Crypto tracing – The Trustee's forensics practice traced certain crypto wallets referenced in Pleterski's phone and in the Mareva Proceedings and contacted exchanges which received the funds;
- d) Examinations – The Trustee examined Tyson Heyes, Learning and Mason Doucette just prior to the date of the Second Report. Since the date of the Second Report, the Trustee also examined:
 - (i) Aiden Pleterski on November 24, 2022;
 - (ii) Kathy Pleterski on December 22, 2022;
 - (iii) Dragan Pleterski on December 22, 2022; and,
 - (iv) Sandeep Gupta on February 9, 2023.

In addition, as more particularly described below, the Trustee attempted to examine Blenman and each member of the Tulloch Family.

11. Since the Second Report, the Trustee's efforts have resulted in:

- a) Collecting the sale proceeds from the 11 vehicles that were registered in the name of Pleterski as noted in the Second Report;
- b) Collecting the sale proceeds for the BMW M8 registered in the name of Dragan Pleterski;
- c) Negotiating a settlement with Audi in respect of the Trustee's interest in a leased Audi RSQ8;

- d) Negotiating a settlement with Paul Motor Company in respect of a Lamborghini Aventador SVJ and selling the Trustee's interest in that vehicle;
 - e) Collecting the balance of a retainer from Landart, a landscape architecture firm, which had received the retainer in respect of plans it had started working on at the Burlington Property (defined below); and
 - f) Monetizing Pleterski's jewelry, including the diamond encrusted Rolex which was returned by Pleterski in response to an Order sought by the Trustee.
12. The Trustee notes that the most significant assets in the estate left to recover are the litigation assets as summarized later in this Third Report.
13. Since the Second Report, the Trustee has also:
- a) administered the claims process in order to determine the creditors entitled to receive a dividend from the estate;
 - b) liaised with law enforcement (including in respect of Pleterski's kidnapping as is described below);
 - c) reviewed information provided through the litigation commenced against Murphy as set out below; and
 - d) met with the estate inspectors periodically to keep them up to date on the proceedings and seek their instructions.

BANKING ANALYSIS

14. The banking analysis described in this section of the Third Report (the "**Banking Analysis**") was a major focus of the Trustee's investigation and provides critical information for the Trustee's asset recovery efforts.
15. Shortly after it was appointed in August, the Trustee reached out to all of the financial institutions where it understood the Bankrupts maintained accounts. Pursuant to the information it obtained, the Trustee determined that the Bankrupts primarily maintained chequing accounts at Scotiabank, RBC, TD and BMO (collectively, the "**Banks**").
16. There was a reluctance by some of the Banks to provide certain banking records, including supporting documentation such as bank drafts, on privacy grounds. The supporting

documentation was essential to the Trustee as, in many instances, a bank statement shows a withdrawal but not the recipient of the withdrawal. Pursuant to the Information and Property Transfer Order dated October 28, 2022, this Court ordered all financial institutions having banking information relating to the Bankrupts, to provide same to the Trustee. Most of the information was provided by the Banks in November and December of 2022, subject to follow up questions from the Trustee based on the information received. In January 2023, the Trustee received the last of the banking information. The Trustee has reached out to a total of 18 banks and 17 other financial institutions (including investment platforms and cryptocurrency exchanges) in an effort to track any funds on deposit in the name of the Bankrupts.

17. Set out below is a summary of the banking transactions in the chequing accounts of the Bankrupts with the Banks. Total receipts in these accounts were \$44.3 million and total disbursements were \$44.3 million. Receipts exceeded disbursements by less than \$10,000 and all chequing account balances have been collected by the Trustee. The Trustee has collected a total of approximately \$431,000 from all of the Bankrupts' bank accounts – most of the funds collected were from the Bankrupts' savings accounts. The Trustee notes that its Banking Analysis dates back as far as July 11, 2015, but the relevant period relates primarily between January 1, 2020 and August 9, 2022 (the date of bankruptcy) (the “**Review Period**”); pre-2020 receipts and disbursements were not material (receipts were \$63,556 and disbursements were \$61,865).
18. Of the \$44.3 million of disbursements, \$2.8 million were inter-account transfers, leaving \$41.5 million of net receipts (the “**Net Receipts**”) and \$41.5 million of net disbursements (the “**Net Disbursements**”). The table below summarizes the Net Disbursements and the notes below provide the Trustee's observations with respect thereto:

Payment	Total Amount	%
Investor Repayments	\$ 15,920,517	38.4%
Lifestyle Expenses	\$ 13,549,981	32.7%
Pleterski Parents	\$ 3,527,099	8.5%
Colin Murphy	\$ 1,319,267	3.2%
Burlington Property	\$ 1,095,764	2.6%
Jerome Tulloch & Family	\$ 1,060,457	2.6%
Winston Blenman	\$ 1,036,700	2.5%
Mitchell Learning	\$ 1,020,417	2.5%
Unidentifiable	\$ 902,248	2.2%
Small Transfers	\$ 855,185	2.1%
Invested by Pleterski	\$ 670,706	1.6%
Westney Deposit	\$ 500,000	1.2%
Total Net Disbursements	\$ 41,458,341	

- a) Pleterski represented to investors that he would invest their money. Attached as Appendix “D” is an example of a typical investment agreement. However, of the \$41.5 million in Net Disbursements shown in the accounts at the Banks, only \$670,706 appears to have been invested by the Bankrupts. To put this figure into context, of the money collected from investors, Pleterski’s chequing accounts show that only 1.6% of the funds received were actually invested, meaning that 98.4% of what Pleterski collected was never invested.
- b) Pleterski spent \$13.5 million on his personal lifestyle including the purchase of exotic vehicles, renting private jets, elaborate vacations, etc., during the Review Period. In addition to the \$13.5 million paid directly from the Bankrupts’ accounts, the Pleterski Parents paid \$1.2 million of lifestyle expenses on Pleterski’s behalf, as detailed below. Additionally, Pleterski paid \$1.1 million in rent and a deposit on the Burlington Property, bringing the total lifestyle expenses funded by the Bankrupts’ investors to \$15.9 million during the Review Period – in other words, Pleterski spent approximately 38% of the money he raised from investors on his own lifestyle expenses.
- c) The Pleterski Parents received \$3.5 million from the Bankrupts. As described later in this Third Report, \$2.1 million of this amount was paid to other parties at the request of Pleterski leaving the net amount that the Pleterski Parents benefited to be approximately \$1.1 million.

- d) Certain other individuals have received significant funds from the Bankrupts which appear to be in excess of their original investment (if any). These individuals include Murphy (\$1.3 million), the Tulloch Family (\$1.1 million), Blenman (\$1.0 million) and Learning (\$1.0 million), as detailed further below.
- e) A deposit of \$500,000 was paid by Pleterski in respect of a property municipally known as 725 Westney Road in Ajax, Ontario (the “**Westney Property**”), as detailed below. It is the Trustee’s understanding that the Westney Property was intended to be purchased to store exotic cars belonging to Murphy and Pleterski.

REQUEST FOR ORDER COMPELLING EXAMINATION ATTENDANCE

The Tulloch Family

- 19. Based on the Banking Analysis, the Trustee determined that (i) the Tulloch Family collectively only invested \$50,000 with the Bankrupts, but (ii) the Tulloch Family collectively received payments from the Bankrupts’ accounts totaling \$1.1 million. The Trustee is not aware of any reason for these payments. The Trustee has been advised by numerous investors that Tulloch was involved in the raising of capital for Pleterski.
- 20. The Trustee tried numerous times to contact Tulloch and Jocelyn Tytla to discuss the payments received and their role, if any, in the Bankrupts investment scheme. As a result of the Trustee’s inability to contact a member of the Tulloch Family, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to each member of the Tulloch Family for an examination to take place on February 14, 2023.
- 21. None of the Tulloch Family attended at the examinations or contacted the Trustee to reschedule. Attached as **Appendix “E”** are the certificates of non-attendance from the Court reporter. Accordingly, the Trustee seeks an Order that each of Tulloch, Kyrsten Tytla and Jocelyn Tytla attend at an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if the members of the Tulloch fail to comply with the order sought, if granted.

Winston Blenman

22. Based on the Banking Analysis, the Trustee determined that (i) Blenman only invested \$40,000 with the Bankrupts, but (ii) Blenman received payments from the Bankrupts' accounts totaling \$1.0 million. The Trustee has spoken to Blenman several times but no explanation for the receipt of funds has been provided. Having not received a satisfactory response, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to take place on February 13, 2023.
23. Blenman advised the Trustee on February 13, 2023 that he would not attend the examination but that his lawyer would be in touch with the Trustee. Attached as **Appendix "F"** is the certificate of non-attendance from the Court reporter. Counsel, on behalf of Blenman, contacted counsel to the Trustee on February 15, 2023 but has not been responsive since that time despite the Trustee's repeated requests for Blenman's cooperation. Accordingly, the Trustee seeks an Order that Blenman attend an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if Blenman fails to comply with the order sought, if granted.

REMAINING ASSETS TO BE PURSUED

Pleterski Parents

24. As noted above, the Trustee's counsel conducted an examination of the Pleterski Parents on December 22, 2022. In accordance with section 163(3) of the BIA, a copy of the transcripts of the examinations of Dragan Pleterski and Kathy Pleterski are attached as **Appendices "G" and "H"** respectively. The following is a summary of certain facts established by the examinations which were not readily apparent from the Banking Analysis:
 - a) The Pleterski Parents set up Pleterski's Scotiabank account many years ago, before he started collecting funds from investors, and have always had access to it as a result, including the ability to initiate wire transfers;¹

¹ Examination of Kathy Pleterski (December 22, 2022) ("**Kathy Examination**"), page 25, lines 3-23.

- b) Dragan Pleterski advised that he purchased bank drafts from Pleterski's Scotiabank account to pay certain investors of the Bankrupts at the instruction of Pleterski;²
 - c) The Pleterski Parents invested \$58,000³ with the Bankrupts which was repaid; and
 - d) Kathy Pleterski did not appear to be actively involved in Pleterski's business, though she did acknowledge receipt of \$50,000 in cash from Pleterski and an Audi e-tron paid for by Pleterski.⁴
25. The Trustee notes that the Pleterski Parents were cooperative in the examinations and have provided their undertakings on a timely basis. The Pleterski Parents assert that they believed their son was operating a successful investment business.
26. As noted in the Banking Analysis, the Pleterski Parents received a total of \$3,527,099 from Pleterski's accounts – \$3,107,298 in cash and \$419,802 paid by Pleterski to car dealerships for the purchase of a Bentley SUV, Audi E-tron and Audi S5 which were bought for and driven by members of the Pleterski family (the "**Pleterski Family Vehicles**"). The Pleterski Parents provided the Trustee with evidence that, from the funds received, they paid \$886,000 to investors and \$1,207,749 towards Pleterski's lifestyle expenses; they also repaid \$312,516 to Pleterski directly. Attached as **Appendix "I"** is a detailed chart prepared by the Trustee showing the calculation for each of these figures. The Trustee notes that \$288,926 (\$226,500 USD) of the funds received from Pleterski were used by the Pleterski Parents to buy a house in Indiana for their other son (this purchase is factored into the cash received).⁵
27. The amount owing from the Pleterski Parents should also reflect \$50,000 of cash received by Kathy Pleterski and repayment of the Pleterski Parents' investments (as was admitted in their examinations); it should deduct a \$128,748 payment they made to Pleterski via BitCoin. As a result of the foregoing, the Trustee calculates that the Pleterski Parents benefitted a total of \$1,100,087 as set out in the table below.

² Examination of Dragan Pleterski (December 22, 2022) ("**Dragan Examination**"), page 18, lines 24-25, page 19, lines 18- 25 and page 20, lines 1-17.

³ *Ibid.*, page 14, lines 13-17.

⁴ Kathy Examination, page 37, lines 12-15 and page 39, lines 7-11.

⁵ Kathy Examination, page 40, lines 2-14.

Pleterski Parents' Benefit	Amount	Comments
Received from Aiden's Account	\$3,107,298	Funds received by Pleterski parents.
Pleterski Family Vehicles	\$419,802	Vehicles paid for by Pleterski ⁶
Payments to Pleterski's investors	(\$886,000)	Amounts paid to Pleterski's investors
Payments for Pleterski's lifestyle expenses	(\$1,207,749)	Amounts paid for Pleterski's lifestyle expenses
Paid to Pleterski	(\$312,516)	Amounts paid to Pleterski
BitCoin Payments	(\$128,748)	Paid to Pleterski
Cash Kathy Received	\$50,000	Acknowledged in Pleterski Parents' examinations
Repaid Investment	\$58,000	Acknowledged in Pleterski Parents' examinations
Total Benefit	\$1, 100,087	

28. After negotiations with the Pleterski Parents, the Trustee entered into the Minutes of Settlement dated March 14, 2023 (the "**Settlement Agreement**"), subject to Court approval, attached as **Appendix "J"**. The fundamental terms of the Settlement Agreement are as follows:

- a) The Pleterski Parents shall cause the return of the Audi S5 and VW Atlas to the Trustee and provide executed ownership papers permitted the Trustee to sell the vehicles on or before March 21, 2023 (the Trustee estimates that the two vehicles have a market value in excess of \$100,000);
- b) The Pleterski Parents will pay \$812,000 (the "**Settlement Funds**") to the Trustee from third party funding or from the sale of their properties in Whitby, Ontario and Fort Wayne, Indiana;
- c) The Settlement Funds are to be paid to the Trustee on or before June 30, 2023 or such other date as the Trustee may agree;

⁶ Dragan Examination, page 26, lines 4-14; Kathy Examination, page 37, lines 12-15 and page 39, lines 12-14.

- d) In the event that the Settlement Funds are not received by the date specified, the Pleterski Parents have consented to an order directing the Settlement Fund be paid to the Trustee forthwith;
 - e) The Pleterski Parents and the Trustee have agreed to the terms of a mutual release which includes a carve out in favour of the Trustee in the event that the Trustee later discovers:
 - i. that the Pleterski Parents did not properly disclose their assets which would give the Trustee rights therein, the Trustee shall be at liberty to pursue those assets; and
 - ii. assets not disclosed by the Bankrupts to the Trustee which can be shown to be within the knowledge of Dragan and/or Kathy Pleterski either at the time of execution of the Settlement Agreement or thereafter, the Trustee shall be at liberty to pursue its rights and remedies against the Pleterski Parents.
29. The Trustee recommends that the Settlement Agreement be approved by the Court as it offers the estate certainty, reduces legal costs and results in quicker recovery for investors. The estate inspectors have been kept apprised of the discussions and are supportive of a settlement with the Pleterski Parents.

Mitchell Learning

30. Learning was referenced in the Trustee's Preliminary Report as an originator who helped bring investors to Pleterski. At the First Meeting of Creditors and since that time, investors have approached the Trustee requesting a better understanding of the role Learning played in Pleterski's investment scheme. On September 6, 2022, Learning agreed to meet with the Trustee and share the information he had related to Pleterski's assets. The Trustee found Learning to be forthright and helpful in this meeting. Learning attended a formal examination on October 11, 2022 pursuant to section 163 of the BIA. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix "K"**.
31. Learning advised the Trustee prior to his examination that he originally believed Pleterski to be a trading prodigy. After investing personally, Learning suggested to friends and

family that they also invest with Pleterski.⁷ Learning testified that he was upset when he discovered the true nature of Pleterski's investment scheme.⁸

32. Learning testified that he had received approximately \$1 million from Pleterski.⁹ This is consistent with the Banking Analysis' findings related to Learning as noted below. Learning advised that, of the \$1 million he received, \$400,000 was a repayment of his initial investment with Pleterski¹⁰ and that much of the money he received was, in turn, used by him to pay investors.¹¹ Learning further advised during his examination that he believed that he had benefitted approximately \$170,000 in addition to the return of his investment from his involvement with Pleterski.¹²
33. The Banking Analysis shows that Learning received \$101,982 more from Pleterski than he paid (\$1,020,417 received from Pleterski less \$918,435 paid to Pleterski). The Trustee has been unable to independently verify the total amount that Learning profited from Pleterski's scheme because, among other things, it does not have adequate evidence of the amount that Learning alleges he paid to investors. As a result, during Learning's examination, the Trustee requested and Learning undertook, among other things, to provide his bank statements and identify any funds paid to or received from Pleterski.¹³
34. The Trustee made numerous requests of Learning, since November, 2022, to satisfy his undertakings to illustrate what amount he benefited from the bankruptcy estate. Since his examination, Learning, through his counsel, has advised that he has not benefited at all due to repayments he made to investors, but adequate support for this assertion has not been provided. His assertion also contradicts the Banking Analysis which shows a net outflow of \$101,982 to Learning.
35. After failing to fully satisfy his undertakings, the Trustee sought a Court Order requiring Learning's compliance. An hour before the hearing in February, Learning's counsel provided a large volume of records to the Trustee and the hearing was adjourned. The Trustee subsequently reviewed the information and determined that Learning has still not

⁷ Examination of Mitchell Learning (October 11, 2022) ("**Learning Examination**"), page 23, lines 6-9 and page 24, lines 21-23.

⁸ *Ibid.*, page 38, line 19.

⁹ *Ibid.*, page 26, lines 20-25.

¹⁰ *Ibid.*, page 87, lines 21-25.

¹¹ *Ibid.*, page 88, lines 4-25.

¹² *Ibid.*, page 92, lines 15-17.

¹³ *Ibid.*, page 16, lines 17-25 and page 17, lines 1-13.

fully complied with his undertakings and has advised Learning's counsel what documentation remains outstanding and/or needs to be clarified. It is the intention of the Trustee to bring the adjourned motion back before Justice Osborne to seek an Order requiring Learning's compliance with his undertakings together with a cost award.

36. Unlike most other investors, Learning has received the entirety of his investment back from the Bankrupts and appears to have benefited in excess of his return on investment. Unless conclusive evidence is provided by Learning to prove that he has not benefited from the Bankrupts' scheme, the Trustee anticipates that it will pursue Learning for the amount that he has benefited in preference over other investors.

Colin Murphy

37. Murphy was also referenced in the Trustee's Preliminary Report as an originator who helped bring potential investors to Pleterski. During Pleterski's examination, he testified that Murphy collected money from investors and provided it to him.¹⁴ A copy of the transcript of the examination of Pleterski conducted on November 24, 2022 is attached as **Appendix "L"**. The Trustee has been advised that some of the money Murphy collected from investors was not actually provided to Pleterski. The Banking Analysis shows that Murphy received \$1.3 million from the Pleterski estate but there is no record of Murphy investing any funds with Pleterski. After its appointment, the Trustee understood that Murphy left the country and could not be located.
38. Pursuant to Orders dated September 12, 2022 and September 15, 2022 in a separate proceeding, a worldwide Mareva Order, attached as **Appendix "M"**, was obtained against Murphy by Anthony Milne ("**Milne**"). Milne alleges that he invested with Murphy who claimed to be a partner of Pleterski. Milne's claim asserts that Murphy blamed Pleterski after Murphy failed to return Milne's investment. A copy of the Statement of Claim of Milne is attached as **Appendix "N"**. The Trustee understands that Milne also could not locate Murphy at the time the Orders were granted.
39. The Trustee has recently learned that an *ex parte* Anton Piller Order dated January 10, 2023, attached as **Appendix "O"**, was obtained by Craig Sutherland ("**Sutherland**") and LOW-RIDE-VAC Inc. against certain parties, including Murphy. In addition to the seizure

¹⁴ Examination of Aiden Pleterski (November 24, 2022) ("**Pleterski Examination**"), page 94, lines 8-24.

of Murphy's assets, the Anton Piller Order provided for the seizure of certain assets of the Bankrupts at the premises noted therein.

40. During the execution of the Anton Piller Order, assets of Pleterski were seized including bank drafts payable to Pleterski as well as physical and electronic files. Counsel to Sutherland, Norman Groot ("**Groot**"), has provided the bank drafts and documentation to the Trustee together with any relevant information obtained from his examinations of Murphy. Unfortunately, as of February 28, 2023, all of the \$1,164,000 of bank drafts provided to the Trustee with the exception of \$10,000, have been dishonoured as such drafts had previously been deposited electronically. The Trustee anticipates that the remaining \$10,000 will also be dishonoured.
41. Groot advised the Trustee that he incurred considerable expenses to locate Murphy and execute the Anton Piller Order. The Trustee has agreed that, to the extent that assets are recovered directly from his efforts with Murphy for the benefit of Pleterski's creditors, the Trustee will share a portion of what is recovered with Groot to offset his costs in procuring such assets. The amount of such recovery is at present unknown, and any amount to be paid to Groot would have to be consensually agreed to among the Trustee, the estate inspectors and Groot. If no such agreement can be reached, the Trustee anticipates that it will apply to the Court for advice and directions.

Westney

42. In July of 2021, Murphy and Pleterski each individually signed 5-year rental agreements to rent commercial space located at the Westney Property from 2649360 Ontario Inc. ("**264**"). Approximately three months later, on October 26, 2021, Murphy and Pleterski both entered into an agreement to purchase the Westney Property, a copy of which is attached as **Appendix "P"**. The Trustee understands that it was the intention of Murphy and Pleterski to use the Westney Property to their store exotic cars. The purchase price payable for the Westney Property was \$5.5 million and was supported by a \$500,000 deposit which came solely from Pleterski (the "**Westney Deposit**"). Attached as **Appendix "Q"** is a copy of the bank draft payable from Pleterski's bank account for the Westney Deposit. The Trustee can find no evidence that Murphy contributed to the payment of the

Westney Deposit. The closing date for the transaction was September 28, 2022, approximately one year after the purchase agreement was entered into.

43. The Banking Analysis illustrates that 99.8% of the Westney Deposit was funded by investor funds. The Westney Deposit was paid from Pleterski's TD chequing account which was opened less than two months prior with a balance of \$5,000. By October 18, 2021, the account balance was less than \$1,000. The bank statement for this account shows that the Westney Deposit was paid nine days later from three investor deposits of \$50,000, \$1.3 million and \$0.7 million, totaling \$2.0 million. As a result, it is clear that at least 99.8% of the Westney Deposit came from funds provided by investors. These funds were provided to Pleterski to invest in cryptocurrency and foreign exchange hedges; the use of these funds by Pleterski to finance the Westney Deposit was not consistent with Pleterski's investment agreements and thus not authorized by the investors. The account statements from August 25, 2021 to October 30, 2021 are attached as **Appendix "R"**.
44. After learning of the Westney Deposit, the Trustee communicated with the real estate broker and counsel to 264 to advise of the Trustee's appointment and the estate's interest in the Westney Deposit. Counsel to 264 delivered an anticipatory breach letter to the Trustee on September 13, 2022 as the Trustee was unable to close the sale of the Westney Property. The Trustee was advised that 264 intended to re-list the Westney Property for sale.
45. 264 sold the Westney Property on November 24, 2022 for \$5.8 million (\$300,000 more than originally offered by Murphy and Pleterski (the "**Surplus**")). The Trustee was advised that the sale proceeds are being held in escrow by the listing agent until a resolution as to the entitlement thereto can be determined. 264 has advised the Trustee that it incurred damages while Murphy and Pleterski rented the premises and has taken the position that it is entitled to retain the Westney Deposit in addition to the Surplus.
46. The Trustee has made numerous attempts since October 2022 to come to a consensual resolution with 264 as to the entitlement to the Westney Deposit. In January of 2023, 264 provided the Trustee with support for \$138,500 in repair costs, which is far less than the \$300,000 Surplus. Other repair costs, legal costs and rent (notwithstanding that Pleterski's lease for part of the Westney Property had a one year rent free period) have been asserted by 264 though not demonstrated; based on the support provided to the Trustee, 264 does

not appear to have any damages due to the failure to close. The Trustee believes that it has exhausted all efforts to settle the entitlement to the Westney Deposit having engaged in dialogue with counsel to 264 for over five months.

47. It is the Trustee's view that it is inequitable for 264 to retain the full amount of the Westney Deposit and the balance of the Surplus. Pleterski's investors were duped. Their funds were used to fund Pleterski's lifestyle, including the proposed purchase of the Westney Property. It is the Trustee's position that the Westney Deposit should be returned to the Pleterski's investors for the following reasons:
- a) Any costs demonstrated by 264 have been mitigated by the Surplus and thus 264 has no damages;
 - b) The Westney Deposit was funded by investor funds (the Banking Analysis shows that at least 99.8% can be traced to investor funds) whose money was used by Pleterski in an unauthorized manner to fund the Westney Deposit;
 - c) Most of the Bankrupts' investors will see minimal recovery from their investments while 264 stands to gain a significant profit from its dealings with Pleterski; and
 - d) If 264 was permitted to retain the Westney Deposit, it would result in an unjust and inequitable unfairness to the Bankrupts' investors.
48. As at the date of this Report, the Trustee has made several attempts to coordinate dates with counsel for 264 for the adjudication of the entitlement to the Westney Deposit and requires a scheduling hearing to set a date.

The Burlington Property and the Senna

49. Beginning at the First Meeting of Creditors and continuing throughout these proceedings, investors have questioned Pleterski's relationship with the Gupta family and interest in the property known municipally as 5126 Lakeshore Road, Burlington, ON (the "**Burlington Property**"). The Trustee, at the request of the estate inspectors, has investigated this asset and Pleterski's relationship thereto.
50. The Burlington Property is a private waterfront estate with 100 feet of frontage on Lake Ontario and over 10,000 square feet of living space. On March 4, 2021 (at the age of 21), Pleterski entered into an Agreement of Purchase and Sale (the "**APS**") and Agreement to

Lease to Own (the “**Lease**”) with 1223408 Ontario Limited (“**122**”), the then-owner of the Burlington Property. The APS also states that Pleterski was required to provide a leasehold mortgage to secure the payment of the purchase price which was to be executed by both parties on March 10, 2021 subject to Pleterski’s right to extend the agreement. Pleterski was also required to pay property taxes on a monthly basis to 122. The APS and the Lease (collectively, the “**Agreement**”) explicitly state that they must be read in conjunction with each other; a copy of the Agreement is attached as **Appendix “S”**.

51. 122 transferred the Burlington Property to 1000176653 Ontario Inc. (“**100**”) on May 4, 2022. The Trustee understands that 122 and 100 (each individually at the time the “**Registered Owner**”) are both affiliated with Sunray Group of Hotels Inc. (“**Sunray**”). The Registered Owner and Sunray are collectively referred to as the “**Sunray Group**”. Sunray is a hospitality and development company whose Chairman and CEO is Ray Rattan Lal Gupta (“**Ray Gupta**”); Ray Gupta is also the sole officer and director of both 122 and 100. A copy of the PIN for the Burlington Property is attached as **Appendix “T”**. A copy of the Profile Reports of 122 and 100 are attached as and **Appendix “U”** and **Appendix “V”** respectively.
52. Bank statements of Pleterski reflect that, except for the first month’s rent, which was paid to the Registered Owner’s real estate lawyer, in trust, the rent for the Burlington Property was paid directly to Ray Gupta’s son, Sandeep Gupta, rather than the Registered Owner. The Registered Owner (by virtue of the Burlington Deposit (as defined below) and payments to Sandeep Gupta) has received \$1,095,764 of investor funds in respect of the Burlington Property. Sandeep Gupta appears to have been the main contact between Pleterski and the Registered Owner based on a review of Pleterski’s cellphone.

Relationship between Sandeep Gupta and Pleterski

53. At the time of Pleterski’s bankruptcy, or shortly beforehand, Sandeep Gupta was in possession of several of Pleterski’s vehicles including, the Senna (defined below), a Lamborghini Huracan Performante, an Audi R8 Spyder, a Ferrari 488 Pista, a Honda Civic Type R, a Lamborghini Aventador SVJ, and a BMW i8.¹⁵ Prior to Pleterski’s bankruptcy,

¹⁵ Examination of Sandeep Gupta (February 9, 2023) (“**Gupta Examination**”), page 47, lines 1-25, page 48, lines 1-25 and page 49, lines 1-11.

Sandeep Gupta purchased assets from Pleterski including an Audi R8 Coupe and a Rolex Datejust Perpetual.¹⁶ The Trustee determined that the price paid for the Audi R8 Coupe was below market value. As a result, Sunray paid the Trustee additional proceeds in exchange for the Trustee agreeing not to challenge the sale as a transfer at undervalue.

54. The Trustee was contacted by the Toronto Police in early December advising that Pleterski had been kidnapped. The Toronto Police had questions related to Pleterski which it thought might be helpful to its investigation, but was unable to share any information with the Trustee. In his examination, Dragan Pleterski advised the Trustee that Sandeep Gupta was contacted by Pleterski while Pleterski was in captivity.¹⁷
55. The Trustee examined Sandeep Gupta pursuant to Section 163 of the BIA on February 9, 2023. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix “W”**. During his examination, Sandeep Gupta confirmed that he was contacted by Pleterski while in captivity and that Pleterski was asking for \$3 million to pay his kidnappers.¹⁸ Sandeep Gupta further advised that he contacted law enforcement after receiving Pleterski’s call. Pleterski was released by his kidnappers near Sandeep Gupta’s residence.¹⁹
56. The Trustee understands that, since June of 2022, Pleterski has been living rent-free at a property owned by the Sunray Group.²⁰

The Burlington Property

57. Pursuant to the terms of the Agreement, Pleterski agreed to purchase the Burlington Property for \$8,490,000 (the “**Purchase Price**”) and paid a deposit totaling \$500,000 (the “**Burlington Deposit**”). Rent is calculated using an annual interest rate of 4% with a 25-year amortization for a 2-year term. The Agreement specifically states that the principal component of the Rent “will be applied and credited towards the purchase price” upon completion of the transaction.

¹⁶ *Ibid.*, page 49, lines 18-25, page 50, lines 1-18 and page 52, lines 17-22.

¹⁷ Dragan Examination, page 37, lines 5-7.

¹⁸ Gupta Examination, page 11, lines 7-23.

¹⁹ *Ibid.*, page 67, lines 2-7.

²⁰ *Ibid.*, page 20, lines 23-25 and page 22, lines 16-17; Pleterski Examination, page 73, lines 8-25 and page 74, lines 1-7.

58. Pursuant to the terms of the Lease, Pleterski paid base rent totaling \$42,174.16 per month (the “**Rent**”). Pleterski also paid an allocation for expected property taxes making the total monthly payments \$45,824.16. According to House Sigma, the Burlington Property (in an unfurnished state) was previously listed from December 1, 2020 to February 23, 2021 for rent for \$23,000/month. A copy of the House Sigma listing is attached as **Appendix “X”**.
59. The Sunray Group has taken the position that the governing agreement is actually the version of same attached as **Appendix “Y”**, which appears to be an unsigned version of the Agreement with several pages omitted.
60. The Trustee understands that Pleterski began to fall behind on his Rent payments in early 2022. Pleterski’s last Rent payment was May 16, 2022, presumably covering the period up to June 12, 2022; he vacated the Burlington Property in June 2022. When initially contacted by the Trustee, the Sunray Group took the position that the Lease has been terminated by virtue of this non-payment of Rent but has confirmed that no termination notice was issued to Pleterski. Sunray further asserts that Pleterski caused damage to the Burlington Property.

The Senna

61. Pleterski owned a McLaren Senna, a very rare, limited-production exotic supercar bearing VIN# SBM15ACA8KW800343 (the “**Senna**”). The Trustee understands that in the spring of 2022, the Senna was given to Sunray by Pleterski to hold as collateral for the payment of Rent. Notwithstanding that the Lease was purportedly terminated by the Registered Owner for non-payment, ownership of the Senna was transferred to Sunray on June 27, 2022. A copy of the VIN search in respect of the Senna is attached as **Appendix “Z”**.
62. At the First Meeting of Creditors, Pleterski advised the Trustee that he provided the Senna to Ray Gupta based on a value of \$900,000.²¹ Later, when the Trustee spoke with Sandeep Gupta, it was advised that Pleterski transferred the Senna to Sunray based on a value of \$950,000. Whatever the transfer price, no funds were ever paid to Pleterski. Sandeep Gupta advised the Trustee that title to the Senna was held by Sunray for insurance purposes.²² Based on inquiries of six different dealerships, the Trustee believes that the actual value of the Senna is estimated to be approximately \$1.4 million with the

²¹ First Meeting of Creditors, page 7.

²² Gupta Examination, page 62, lines 10-16.

most likely range between \$1.2 to \$1.9 million. Based on Pleterski's bank records, the Senna appears to have been originally purchased in September of 2021 for \$1.6 million.

63. As of June 2022, when Pleterski stopped paying Rent, there were nine payments left owing under the Lease totaling \$379,567.47 (the "**Unpaid Rent**"). Even based on a \$900,000 value for the Senna, the value of the Senna far exceeded the Unpaid Rent.

Next Steps

64. In October of 2022, the Trustee agreed to take possession of the Senna registered in Sunray's name; it has been stored by the Trustee since that time. On March 8, 2023, at the Trustee's request, Ray Gupta of Sunray executed the ownership papers permitting the Trustee to sell the Senna. It is the intention of the Trustee to monetize the Senna for the benefit of the Bankrupts' creditors.
65. The Burlington Property was recently listed for sale for \$8,999,000. The Trustee reserves its rights and remedies in respect of the \$1,095,764 of investor funds paid to Sandeep Gupta in respect of the Burlington Property, including the \$500,000 Burlington Deposit. Similar to the Westney Deposit, this \$500,000 appears to have been paid for using investor money without their consent.

INTERIM DIVIDEND

66. The estate inspectors have asked the Trustee to proceed with an interim dividend to creditors. The Trustee has disallowed those claims which it has not been able to resolve on consent; after expiration of the 30-day disallowance period, the Trustee intends to proceed with the dividend. Proven creditors should expect to receive their dividend in April.

PLETERSKI'S DISCHARGE

67. In the ordinary course, a person who is personally bankrupt and does not generate surplus income is entitled to an automatic discharge after nine months. The purpose of this is to allow an honest but unfortunate debtor a fresh start. The Trustee is of the view that Pleterski is not an honest but unfortunate debtor. In its first report to the Court and the supplement thereto (attached as **Appendices "AA" and "BB"**) the Trustee outlined

multiple breaches of the BIA committed by Pleterski relating to his failure to attend to his duties and provide his assets to the Trustee.

68. In this Third Report, the Trustee has presented the findings of the Banking Analysis which evidences that less than 1.6% of the funds collected from investors in Pleterski's chequing account were actually invested by the Bankrupts. It appears that Pleterski had no intention to invest the investor's money as he agreed to do in the investor agreements. The Banking Analysis also demonstrates that Pleterski used money from new investors to pay out older investors. This is consistent with Pleterski's explanation of the flow of funds through his bank accounts. Pleterski explained that when money was received from an investor, it would go directly into one of his bank accounts. Pleterski would then keep the money in his bank account but allocate a portion of his investment gains towards the investor's account. Once the money was in one of his bank accounts, Pleterski explained that the cash was his to use for personal expenses or to pay out another investor.²³
69. Lastly, the Banking Analysis also outlines the extravagant lifestyle that Pleterski lived which was funded by his investors and ultimately led to his bankruptcy. The total amount spent by Pleterski on lifestyle expenses, such as his Lamborghinis, McLarens, flights on private jets, etc. is approximately \$15.9 million or 38% of the total disbursements paid by Pleterski over a period of approximately 2.5 years.
70. The Trustee notes that Pleterski has not accounted for all of his assets. Pleterski has never provided the Trustee with the Jacob & Co. Astronomia Casino watch he purchased for \$361,158 CAD or evidence of its sale. Pleterski has also not provided evidence of the location of the crypto currency he received from investors or his alleged trading losses.
71. The Trustee filed a report pursuant to section 170 of the BIA indicating that it opposes an automatic discharge for Pleterski for the following reasons (square brackets indicate the relevant BIA section for reference purposes):
- a) Failure to complete his first and second counselling session [157.1 (3)];

²³ Pleterski Examination, page 32, lines 2-25, page 33, lines 1-5, page 48 lines 8-21, page 152, lines 7-12 and page 153, lines 6-13.

- b) Failure to attend to his basic duties [173 (1)(o)], including preparing a complete Statement of Affairs [158 (d)] and attending the first meeting of creditors in person [158 (h)];
- c) Failure to provide books and records to the Trustee [158 (b)] and to submit all of his necessary income and expense statements along with supporting documents;
- d) Failure to provide a copy of his 2021 tax return with related documents [158 (b)];
- e) Failure to respond to his undertakings from the section 163 examination of the BIA completely and on a timely basis [163 (1)];
- f) Failure to cooperate with the Trustee fully including facilitating the transfer of his vehicles to the Trustee [158 (a)]; and,
- g) Pleterski may have surplus income owing to the estate; however, this amount cannot be determined pursuant to s.68 (3) of the BIA until Pleterski has filed all required income and expense statements.

72. The report filed pursuant to section 170 of the BIA also explained that the Court may decide to further delay Pleterski's discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy for the following reasons:

- a) Pleterski has failed to comply with his duties pursuant to section 158 as noted above;
- b) Pleterski's bankruptcy was accelerated by unjustifiable extravagance in living [173 (1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet;
- c) Pleterski has not answered all questions in his examination pursuant to section 163 truthfully [198 (1) (b)];
- d) Pleterski has not kept proper books of account [200 (1)(a)] or provided evidence of the losses you assert took place [200 (2)];
- e) Pleterski has deleted data on his phone prior to it being imaged by the Trustee [200 (1)(b)];

- f) Pleterski's assets are not equal to 50% of his liabilities [173 (1)(a)];
- g) Pleterski has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the Bankrupts' liabilities [173 (1)(d)]; and
- h) Pleterski raised investments from investors under false pretenses [178 (1)(e)] and appears to have invested less than 2% of the money collected from investors.

REQUESTED RELIEF

73. The Trustee seeks orders:

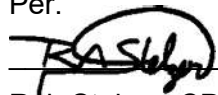
- a) Approving the Trustee's activities as described in this Third Report;
- b) Directing Jerome Tulloch, Kyrsten Tytla, Jocelyn Tytla and Winston Blenman attend examinations at the dates and times set out in the proposed Notices of Examination;
- c) directing Dragan and Kathy Pleterski to repay \$1,100,087 to the estate; and,
- d) Granting the Trustee relief from forfeiture and directing that the Westney Deposit be paid to the Trustee.

DATED at Toronto, Ontario this 14th day of March 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY IN THE PROVINCE OF ONTARIO**

ONTARIO

**SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

OPPOSITION TO AUTOMATIC DISCHARGE

OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY

451 Talbot Street, Suite 303
London, Ontario, N6A 5C9

Attn: Jinny Kim

Telephone: 519-281-4416

E-mail: jinny.kim@ised-isde.gc.ca

Appendix “9”

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

THIRD REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.

PURPOSE

2. The purpose of this report (the “**Third Report**”) is to:
 - a) Provide an update to the Court and the creditors on key developments related to the Bankrupts;
 - b) Share the results of the Trustee’s Banking Analysis (defined below);
 - c) Provide support relating to relief to be sought at the motion scheduled on March 31, 2023 for orders:
 - i. Approving the Trustee’s activities as described herein;
 - ii. Directing Jerome Tulloch (“**Tulloch**”), his partner, Kyrsten Tytla, his partner’s mother, Jocelyn Tytla (collectively, the “**Tulloch Family**”) and Winston Blenman (“**Blenman**”) attend at an examination pursuant to section 163 of the *Bankruptcy and Insolvency Act* (the “**BIA**”); and

- iii. approving the settlement agreement between the Trustee, Dragan Pleterski and Kathy Pleterski (collectively, the “**Pleterski Parents**”) dated March 14, 2023,
- d) Provide support for the Trustee’s motion (to be heard on a date to be scheduled by the Court) granting it relief from forfeiture and directing that the Westney Deposit (as defined below) be paid to the Trustee;
- e) Provide an update on remaining realizations and investigations relating to:
 - i. Mitchell Learning (“**Learning**”);
 - ii. Colin Murphy (“**Murphy**”); and
 - iii. The Burlington Property (as defined below);
- f) Advise the creditors of the Trustee’s intention to proceed with an interim dividend; and
- g) Advise the creditors of the Trustee’s position regarding the Bankrupts’ discharge.

SCOPE AND TERMS OF REFERENCE

- 3. Certain information contained in this Third Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Report may not disclose all significant matters about the Bankrupts.
- 4. This Third Report has been prepared for the use of this Court as general information relating to the Bankrupts and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Third Report. Any use that a party makes of this Third Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.
- 5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

6. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceedings**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs allege that they were induced into making substantial investments with Pleterski between April 2021 and January 2022 and that the inducement was based on fraudulent misrepresentation.
7. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related Endorsement (the “**Mareva Endorsement**”), a copy of which is attached as **Appendix “A”**, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
8. As noted earlier, the Trustee was appointed in August of 2022. The Trustee’s first report and the supplement thereto were prepared on September 9, 2022 and September 26, 2022, respectively, and dealt with Pleterski’s poor conduct and failure to attend to his duties as a bankrupt. The Trustee’s second report dated October 21, 2022 (the “**Second Report**”) provided the Trustee’s first substantive update to the Court on the bankruptcy proceedings. Attached as **Appendix “B”** is the Second Report (without exhibits). On October 28, 2022, the Court granted an Order which, among other things, consolidated the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee’s requests, including with respect to the transfer of certain property to the Trustee; attached as **Appendix “C”** is the Order.
9. Since the commencement of the bankruptcy proceedings, claims totaling approximately \$25 million have been filed in the consolidated estates of the Bankrupts. As outlined in the Second Report, Pleterski has not been cooperative with the Trustee. Since its appointment, the Trustee has expended considerable effort attempting to trace and recover property of the Bankrupts that had been transferred to other persons or not otherwise delivered up to the Trustee.

ACTIVITIES SINCE THE SECOND REPORT

10. As detailed in the Second Report, the Trustee's investigation efforts from its appointment in August through to October 2022, included a review of the Bankrupts' available banking records, searching properties in locations in which Pleterski was known to frequent, running vehicle searches, and imaging and reviewing Pleterski's cell phones. Since the Second Report, the Trustee's investigation has included:

- a) Banking – Reviewing and analyzing bank transactions following the receipt of the bank statements and supporting information, such as bank drafts, from the banks;
- b) Searches – Expanding the property searches previously obtained based on information from the Banking Analysis or tips from investors;
- c) Crypto tracing – The Trustee's forensics practice traced certain crypto wallets referenced in Pleterski's phone and in the Mareva Proceedings and contacted exchanges which received the funds;
- d) Examinations – The Trustee examined Tyson Heyes, Learning and Mason Doucette just prior to the date of the Second Report. Since the date of the Second Report, the Trustee also examined:
 - (i) Aiden Pleterski on November 24, 2022;
 - (ii) Kathy Pleterski on December 22, 2022;
 - (iii) Dragan Pleterski on December 22, 2022; and,
 - (iv) Sandeep Gupta on February 9, 2023.

In addition, as more particularly described below, the Trustee attempted to examine Blenman and each member of the Tulloch Family.

11. Since the Second Report, the Trustee's efforts have resulted in:

- a) Collecting the sale proceeds from the 11 vehicles that were registered in the name of Pleterski as noted in the Second Report;
- b) Collecting the sale proceeds for the BMW M8 registered in the name of Dragan Pleterski;
- c) Negotiating a settlement with Audi in respect of the Trustee's interest in a leased Audi RSQ8;

- d) Negotiating a settlement with Paul Motor Company in respect of a Lamborghini Aventador SVJ and selling the Trustee's interest in that vehicle;
 - e) Collecting the balance of a retainer from Landart, a landscape architecture firm, which had received the retainer in respect of plans it had started working on at the Burlington Property (defined below); and
 - f) Monetizing Pleterski's jewelry, including the diamond encrusted Rolex which was returned by Pleterski in response to an Order sought by the Trustee.
12. The Trustee notes that the most significant assets in the estate left to recover are the litigation assets as summarized later in this Third Report.
13. Since the Second Report, the Trustee has also:
- a) administered the claims process in order to determine the creditors entitled to receive a dividend from the estate;
 - b) liaised with law enforcement (including in respect of Pleterski's kidnapping as is described below);
 - c) reviewed information provided through the litigation commenced against Murphy as set out below; and
 - d) met with the estate inspectors periodically to keep them up to date on the proceedings and seek their instructions.

BANKING ANALYSIS

14. The banking analysis described in this section of the Third Report (the "**Banking Analysis**") was a major focus of the Trustee's investigation and provides critical information for the Trustee's asset recovery efforts.
15. Shortly after it was appointed in August, the Trustee reached out to all of the financial institutions where it understood the Bankrupts maintained accounts. Pursuant to the information it obtained, the Trustee determined that the Bankrupts primarily maintained chequing accounts at Scotiabank, RBC, TD and BMO (collectively, the "**Banks**").
16. There was a reluctance by some of the Banks to provide certain banking records, including supporting documentation such as bank drafts, on privacy grounds. The supporting

documentation was essential to the Trustee as, in many instances, a bank statement shows a withdrawal but not the recipient of the withdrawal. Pursuant to the Information and Property Transfer Order dated October 28, 2022, this Court ordered all financial institutions having banking information relating to the Bankrupts, to provide same to the Trustee. Most of the information was provided by the Banks in November and December of 2022, subject to follow up questions from the Trustee based on the information received. In January 2023, the Trustee received the last of the banking information. The Trustee has reached out to a total of 18 banks and 17 other financial institutions (including investment platforms and cryptocurrency exchanges) in an effort to track any funds on deposit in the name of the Bankrupts.

17. Set out below is a summary of the banking transactions in the chequing accounts of the Bankrupts with the Banks. Total receipts in these accounts were \$44.3 million and total disbursements were \$44.3 million. Receipts exceeded disbursements by less than \$10,000 and all chequing account balances have been collected by the Trustee. The Trustee has collected a total of approximately \$431,000 from all of the Bankrupts' bank accounts – most of the funds collected were from the Bankrupts' savings accounts. The Trustee notes that its Banking Analysis dates back as far as July 11, 2015, but the relevant period relates primarily between January 1, 2020 and August 9, 2022 (the date of bankruptcy) (the “**Review Period**”); pre-2020 receipts and disbursements were not material (receipts were \$63,556 and disbursements were \$61,865).
18. Of the \$44.3 million of disbursements, \$2.8 million were inter-account transfers, leaving \$41.5 million of net receipts (the “**Net Receipts**”) and \$41.5 million of net disbursements (the “**Net Disbursements**”). The table below summarizes the Net Disbursements and the notes below provide the Trustee's observations with respect thereto:

Payment	Total Amount	%
Investor Repayments	\$ 15,920,517	38.4%
Lifestyle Expenses	\$ 13,549,981	32.7%
Pleterski Parents	\$ 3,527,099	8.5%
Colin Murphy	\$ 1,319,267	3.2%
Burlington Property	\$ 1,095,764	2.6%
Jerome Tulloch & Family	\$ 1,060,457	2.6%
Winston Blenman	\$ 1,036,700	2.5%
Mitchell Learning	\$ 1,020,417	2.5%
Unidentifiable	\$ 902,248	2.2%
Small Transfers	\$ 855,185	2.1%
Invested by Pleterski	\$ 670,706	1.6%
Westney Deposit	\$ 500,000	1.2%
Total Net Disbursements	\$ 41,458,341	

- a) Pleterski represented to investors that he would invest their money. Attached as Appendix “D” is an example of a typical investment agreement. However, of the \$41.5 million in Net Disbursements shown in the accounts at the Banks, only \$670,706 appears to have been invested by the Bankrupts. To put this figure into context, of the money collected from investors, Pleterski’s chequing accounts show that only 1.6% of the funds received were actually invested, meaning that 98.4% of what Pleterski collected was never invested.
- b) Pleterski spent \$13.5 million on his personal lifestyle including the purchase of exotic vehicles, renting private jets, elaborate vacations, etc., during the Review Period. In addition to the \$13.5 million paid directly from the Bankrupts’ accounts, the Pleterski Parents paid \$1.2 million of lifestyle expenses on Pleterski’s behalf, as detailed below. Additionally, Pleterski paid \$1.1 million in rent and a deposit on the Burlington Property, bringing the total lifestyle expenses funded by the Bankrupts’ investors to \$15.9 million during the Review Period – in other words, Pleterski spent approximately 38% of the money he raised from investors on his own lifestyle expenses.
- c) The Pleterski Parents received \$3.5 million from the Bankrupts. As described later in this Third Report, \$2.1 million of this amount was paid to other parties at the request of Pleterski leaving the net amount that the Pleterski Parents benefited to be approximately \$1.1 million.

- d) Certain other individuals have received significant funds from the Bankrupts which appear to be in excess of their original investment (if any). These individuals include Murphy (\$1.3 million), the Tulloch Family (\$1.1 million), Blenman (\$1.0 million) and Learning (\$1.0 million), as detailed further below.
- e) A deposit of \$500,000 was paid by Pleterski in respect of a property municipally known as 725 Westney Road in Ajax, Ontario (the “**Westney Property**”), as detailed below. It is the Trustee’s understanding that the Westney Property was intended to be purchased to store exotic cars belonging to Murphy and Pleterski.

REQUEST FOR ORDER COMPELLING EXAMINATION ATTENDANCE

The Tulloch Family

- 19. Based on the Banking Analysis, the Trustee determined that (i) the Tulloch Family collectively only invested \$50,000 with the Bankrupts, but (ii) the Tulloch Family collectively received payments from the Bankrupts’ accounts totaling \$1.1 million. The Trustee is not aware of any reason for these payments. The Trustee has been advised by numerous investors that Tulloch was involved in the raising of capital for Pleterski.
- 20. The Trustee tried numerous times to contact Tulloch and Jocelyn Tytla to discuss the payments received and their role, if any, in the Bankrupts investment scheme. As a result of the Trustee’s inability to contact a member of the Tulloch Family, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to each member of the Tulloch Family for an examination to take place on February 14, 2023.
- 21. None of the Tulloch Family attended at the examinations or contacted the Trustee to reschedule. Attached as **Appendix “E”** are the certificates of non-attendance from the Court reporter. Accordingly, the Trustee seeks an Order that each of Tulloch, Kyrsten Tytla and Jocelyn Tytla attend at an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if the members of the Tulloch fail to comply with the order sought, if granted.

Winston Blenman

22. Based on the Banking Analysis, the Trustee determined that (i) Blenman only invested \$40,000 with the Bankrupts, but (ii) Blenman received payments from the Bankrupts' accounts totaling \$1.0 million. The Trustee has spoken to Blenman several times but no explanation for the receipt of funds has been provided. Having not received a satisfactory response, the Trustee served a formal notice of examination pursuant to section 163 of the BIA to take place on February 13, 2023.
23. Blenman advised the Trustee on February 13, 2023 that he would not attend the examination but that his lawyer would be in touch with the Trustee. Attached as **Appendix "F"** is the certificate of non-attendance from the Court reporter. Counsel, on behalf of Blenman, contacted counsel to the Trustee on February 15, 2023 but has not been responsive since that time despite the Trustee's repeated requests for Blenman's cooperation. Accordingly, the Trustee seeks an Order that Blenman attend an examination to be conducted by the Trustee. The Trustee contemplates seeking a contempt order from this Court if Blenman fails to comply with the order sought, if granted.

REMAINING ASSETS TO BE PURSUED

Pleterski Parents

24. As noted above, the Trustee's counsel conducted an examination of the Pleterski Parents on December 22, 2022. In accordance with section 163(3) of the BIA, a copy of the transcripts of the examinations of Dragan Pleterski and Kathy Pleterski are attached as **Appendices "G" and "H"** respectively. The following is a summary of certain facts established by the examinations which were not readily apparent from the Banking Analysis:
 - a) The Pleterski Parents set up Pleterski's Scotiabank account many years ago, before he started collecting funds from investors, and have always had access to it as a result, including the ability to initiate wire transfers;¹

¹ Examination of Kathy Pleterski (December 22, 2022) ("**Kathy Examination**"), page 25, lines 3-23.

- b) Dragan Pleterski advised that he purchased bank drafts from Pleterski's Scotiabank account to pay certain investors of the Bankrupts at the instruction of Pleterski;²
 - c) The Pleterski Parents invested \$58,000³ with the Bankrupts which was repaid; and
 - d) Kathy Pleterski did not appear to be actively involved in Pleterski's business, though she did acknowledge receipt of \$50,000 in cash from Pleterski and an Audi e-tron paid for by Pleterski.⁴
25. The Trustee notes that the Pleterski Parents were cooperative in the examinations and have provided their undertakings on a timely basis. The Pleterski Parents assert that they believed their son was operating a successful investment business.
26. As noted in the Banking Analysis, the Pleterski Parents received a total of \$3,527,099 from Pleterski's accounts – \$3,107,298 in cash and \$419,802 paid by Pleterski to car dealerships for the purchase of a Bentley SUV, Audi E-tron and Audi S5 which were bought for and driven by members of the Pleterski family (the "**Pleterski Family Vehicles**"). The Pleterski Parents provided the Trustee with evidence that, from the funds received, they paid \$886,000 to investors and \$1,207,749 towards Pleterski's lifestyle expenses; they also repaid \$312,516 to Pleterski directly. Attached as **Appendix "I"** is a detailed chart prepared by the Trustee showing the calculation for each of these figures. The Trustee notes that \$288,926 (\$226,500 USD) of the funds received from Pleterski were used by the Pleterski Parents to buy a house in Indiana for their other son (this purchase is factored into the cash received).⁵
27. The amount owing from the Pleterski Parents should also reflect \$50,000 of cash received by Kathy Pleterski and repayment of the Pleterski Parents' investments (as was admitted in their examinations); it should deduct a \$128,748 payment they made to Pleterski via BitCoin. As a result of the foregoing, the Trustee calculates that the Pleterski Parents benefitted a total of \$1,100,087 as set out in the table below.

² Examination of Dragan Pleterski (December 22, 2022) ("**Dragan Examination**"), page 18, lines 24-25, page 19, lines 18- 25 and page 20, lines 1-17.

³ *Ibid.*, page 14, lines 13-17.

⁴ Kathy Examination, page 37, lines 12-15 and page 39, lines 7-11.

⁵ Kathy Examination, page 40, lines 2-14.

Pleterski Parents' Benefit	Amount	Comments
Received from Aiden's Account	\$3,107,298	Funds received by Pleterski parents.
Pleterski Family Vehicles	\$419,802	Vehicles paid for by Pleterski ⁶
Payments to Pleterski's investors	(\$886,000)	Amounts paid to Pleterski's investors
Payments for Pleterski's lifestyle expenses	(\$1,207,749)	Amounts paid for Pleterski's lifestyle expenses
Paid to Pleterski	(\$312,516)	Amounts paid to Pleterski
BitCoin Payments	(\$128,748)	Paid to Pleterski
Cash Kathy Received	\$50,000	Acknowledged in Pleterski Parents' examinations
Repaid Investment	\$58,000	Acknowledged in Pleterski Parents' examinations
Total Benefit	\$1, 100,087	

28. After negotiations with the Pleterski Parents, the Trustee entered into the Minutes of Settlement dated March 14, 2023 (the "**Settlement Agreement**"), subject to Court approval, attached as **Appendix "J"**. The fundamental terms of the Settlement Agreement are as follows:

- a) The Pleterski Parents shall cause the return of the Audi S5 and VW Atlas to the Trustee and provide executed ownership papers permitted the Trustee to sell the vehicles on or before March 21, 2023 (the Trustee estimates that the two vehicles have a market value in excess of \$100,000);
- b) The Pleterski Parents will pay \$812,000 (the "**Settlement Funds**") to the Trustee from third party funding or from the sale of their properties in Whitby, Ontario and Fort Wayne, Indiana;
- c) The Settlement Funds are to be paid to the Trustee on or before June 30, 2023 or such other date as the Trustee may agree;

⁶ Dragan Examination, page 26, lines 4-14; Kathy Examination, page 37, lines 12-15 and page 39, lines 12-14.

- d) In the event that the Settlement Funds are not received by the date specified, the Pleterski Parents have consented to an order directing the Settlement Fund be paid to the Trustee forthwith;
 - e) The Pleterski Parents and the Trustee have agreed to the terms of a mutual release which includes a carve out in favour of the Trustee in the event that the Trustee later discovers:
 - i. that the Pleterski Parents did not properly disclose their assets which would give the Trustee rights therein, the Trustee shall be at liberty to pursue those assets; and
 - ii. assets not disclosed by the Bankrupts to the Trustee which can be shown to be within the knowledge of Dragan and/or Kathy Pleterski either at the time of execution of the Settlement Agreement or thereafter, the Trustee shall be at liberty to pursue its rights and remedies against the Pleterski Parents.
29. The Trustee recommends that the Settlement Agreement be approved by the Court as it offers the estate certainty, reduces legal costs and results in quicker recovery for investors. The estate inspectors have been kept apprised of the discussions and are supportive of a settlement with the Pleterski Parents.

Mitchell Learning

30. Learning was referenced in the Trustee's Preliminary Report as an originator who helped bring investors to Pleterski. At the First Meeting of Creditors and since that time, investors have approached the Trustee requesting a better understanding of the role Learning played in Pleterski's investment scheme. On September 6, 2022, Learning agreed to meet with the Trustee and share the information he had related to Pleterski's assets. The Trustee found Learning to be forthright and helpful in this meeting. Learning attended a formal examination on October 11, 2022 pursuant to section 163 of the BIA. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix "K"**.
31. Learning advised the Trustee prior to his examination that he originally believed Pleterski to be a trading prodigy. After investing personally, Learning suggested to friends and

family that they also invest with Pleterski.⁷ Learning testified that he was upset when he discovered the true nature of Pleterski's investment scheme.⁸

32. Learning testified that he had received approximately \$1 million from Pleterski.⁹ This is consistent with the Banking Analysis' findings related to Learning as noted below. Learning advised that, of the \$1 million he received, \$400,000 was a repayment of his initial investment with Pleterski¹⁰ and that much of the money he received was, in turn, used by him to pay investors.¹¹ Learning further advised during his examination that he believed that he had benefitted approximately \$170,000 in addition to the return of his investment from his involvement with Pleterski.¹²
33. The Banking Analysis shows that Learning received \$101,982 more from Pleterski than he paid (\$1,020,417 received from Pleterski less \$918,435 paid to Pleterski). The Trustee has been unable to independently verify the total amount that Learning profited from Pleterski's scheme because, among other things, it does not have adequate evidence of the amount that Learning alleges he paid to investors. As a result, during Learning's examination, the Trustee requested and Learning undertook, among other things, to provide his bank statements and identify any funds paid to or received from Pleterski.¹³
34. The Trustee made numerous requests of Learning, since November, 2022, to satisfy his undertakings to illustrate what amount he benefited from the bankruptcy estate. Since his examination, Learning, through his counsel, has advised that he has not benefited at all due to repayments he made to investors, but adequate support for this assertion has not been provided. His assertion also contradicts the Banking Analysis which shows a net outflow of \$101,982 to Learning.
35. After failing to fully satisfy his undertakings, the Trustee sought a Court Order requiring Learning's compliance. An hour before the hearing in February, Learning's counsel provided a large volume of records to the Trustee and the hearing was adjourned. The Trustee subsequently reviewed the information and determined that Learning has still not

⁷ Examination of Mitchell Learning (October 11, 2022) ("**Learning Examination**"), page 23, lines 6-9 and page 24, lines 21-23.

⁸ *Ibid.*, page 38, line 19.

⁹ *Ibid.*, page 26, lines 20-25.

¹⁰ *Ibid.*, page 87, lines 21-25.

¹¹ *Ibid.*, page 88, lines 4-25.

¹² *Ibid.*, page 92, lines 15-17.

¹³ *Ibid.*, page 16, lines 17-25 and page 17, lines 1-13.

fully complied with his undertakings and has advised Learning's counsel what documentation remains outstanding and/or needs to be clarified. It is the intention of the Trustee to bring the adjourned motion back before Justice Osborne to seek an Order requiring Learning's compliance with his undertakings together with a cost award.

36. Unlike most other investors, Learning has received the entirety of his investment back from the Bankrupts and appears to have benefited in excess of his return on investment. Unless conclusive evidence is provided by Learning to prove that he has not benefited from the Bankrupts' scheme, the Trustee anticipates that it will pursue Learning for the amount that he has benefited in preference over other investors.

Colin Murphy

37. Murphy was also referenced in the Trustee's Preliminary Report as an originator who helped bring potential investors to Pleterski. During Pleterski's examination, he testified that Murphy collected money from investors and provided it to him.¹⁴ A copy of the transcript of the examination of Pleterski conducted on November 24, 2022 is attached as **Appendix "L"**. The Trustee has been advised that some of the money Murphy collected from investors was not actually provided to Pleterski. The Banking Analysis shows that Murphy received \$1.3 million from the Pleterski estate but there is no record of Murphy investing any funds with Pleterski. After its appointment, the Trustee understood that Murphy left the country and could not be located.
38. Pursuant to Orders dated September 12, 2022 and September 15, 2022 in a separate proceeding, a worldwide Mareva Order, attached as **Appendix "M"**, was obtained against Murphy by Anthony Milne ("**Milne**"). Milne alleges that he invested with Murphy who claimed to be a partner of Pleterski. Milne's claim asserts that Murphy blamed Pleterski after Murphy failed to return Milne's investment. A copy of the Statement of Claim of Milne is attached as **Appendix "N"**. The Trustee understands that Milne also could not locate Murphy at the time the Orders were granted.
39. The Trustee has recently learned that an *ex parte* Anton Piller Order dated January 10, 2023, attached as **Appendix "O"**, was obtained by Craig Sutherland ("**Sutherland**") and LOW-RIDE-VAC Inc. against certain parties, including Murphy. In addition to the seizure

¹⁴ Examination of Aiden Pleterski (November 24, 2022) ("**Pleterski Examination**"), page 94, lines 8-24.

of Murphy's assets, the Anton Piller Order provided for the seizure of certain assets of the Bankrupts at the premises noted therein.

40. During the execution of the Anton Piller Order, assets of Pleterski were seized including bank drafts payable to Pleterski as well as physical and electronic files. Counsel to Sutherland, Norman Groot ("**Groot**"), has provided the bank drafts and documentation to the Trustee together with any relevant information obtained from his examinations of Murphy. Unfortunately, as of February 28, 2023, all of the \$1,164,000 of bank drafts provided to the Trustee with the exception of \$10,000, have been dishonoured as such drafts had previously been deposited electronically. The Trustee anticipates that the remaining \$10,000 will also be dishonoured.
41. Groot advised the Trustee that he incurred considerable expenses to locate Murphy and execute the Anton Piller Order. The Trustee has agreed that, to the extent that assets are recovered directly from his efforts with Murphy for the benefit of Pleterski's creditors, the Trustee will share a portion of what is recovered with Groot to offset his costs in procuring such assets. The amount of such recovery is at present unknown, and any amount to be paid to Groot would have to be consensually agreed to among the Trustee, the estate inspectors and Groot. If no such agreement can be reached, the Trustee anticipates that it will apply to the Court for advice and directions.

Westney

42. In July of 2021, Murphy and Pleterski each individually signed 5-year rental agreements to rent commercial space located at the Westney Property from 2649360 Ontario Inc. ("**264**"). Approximately three months later, on October 26, 2021, Murphy and Pleterski both entered into an agreement to purchase the Westney Property, a copy of which is attached as **Appendix "P"**. The Trustee understands that it was the intention of Murphy and Pleterski to use the Westney Property to their store exotic cars. The purchase price payable for the Westney Property was \$5.5 million and was supported by a \$500,000 deposit which came solely from Pleterski (the "**Westney Deposit**"). Attached as **Appendix "Q"** is a copy of the bank draft payable from Pleterski's bank account for the Westney Deposit. The Trustee can find no evidence that Murphy contributed to the payment of the

Westney Deposit. The closing date for the transaction was September 28, 2022, approximately one year after the purchase agreement was entered into.

43. The Banking Analysis illustrates that 99.8% of the Westney Deposit was funded by investor funds. The Westney Deposit was paid from Pleterski's TD chequing account which was opened less than two months prior with a balance of \$5,000. By October 18, 2021, the account balance was less than \$1,000. The bank statement for this account shows that the Westney Deposit was paid nine days later from three investor deposits of \$50,000, \$1.3 million and \$0.7 million, totaling \$2.0 million. As a result, it is clear that at least 99.8% of the Westney Deposit came from funds provided by investors. These funds were provided to Pleterski to invest in cryptocurrency and foreign exchange hedges; the use of these funds by Pleterski to finance the Westney Deposit was not consistent with Pleterski's investment agreements and thus not authorized by the investors. The account statements from August 25, 2021 to October 30, 2021 are attached as **Appendix "R"**.
44. After learning of the Westney Deposit, the Trustee communicated with the real estate broker and counsel to 264 to advise of the Trustee's appointment and the estate's interest in the Westney Deposit. Counsel to 264 delivered an anticipatory breach letter to the Trustee on September 13, 2022 as the Trustee was unable to close the sale of the Westney Property. The Trustee was advised that 264 intended to re-list the Westney Property for sale.
45. 264 sold the Westney Property on November 24, 2022 for \$5.8 million (\$300,000 more than originally offered by Murphy and Pleterski (the "**Surplus**")). The Trustee was advised that the sale proceeds are being held in escrow by the listing agent until a resolution as to the entitlement thereto can be determined. 264 has advised the Trustee that it incurred damages while Murphy and Pleterski rented the premises and has taken the position that it is entitled to retain the Westney Deposit in addition to the Surplus.
46. The Trustee has made numerous attempts since October 2022 to come to a consensual resolution with 264 as to the entitlement to the Westney Deposit. In January of 2023, 264 provided the Trustee with support for \$138,500 in repair costs, which is far less than the \$300,000 Surplus. Other repair costs, legal costs and rent (notwithstanding that Pleterski's lease for part of the Westney Property had a one year rent free period) have been asserted by 264 though not demonstrated; based on the support provided to the Trustee, 264 does

not appear to have any damages due to the failure to close. The Trustee believes that it has exhausted all efforts to settle the entitlement to the Westney Deposit having engaged in dialogue with counsel to 264 for over five months.

47. It is the Trustee's view that it is inequitable for 264 to retain the full amount of the Westney Deposit and the balance of the Surplus. Pleterski's investors were duped. Their funds were used to fund Pleterski's lifestyle, including the proposed purchase of the Westney Property. It is the Trustee's position that the Westney Deposit should be returned to the Pleterski's investors for the following reasons:
- a) Any costs demonstrated by 264 have been mitigated by the Surplus and thus 264 has no damages;
 - b) The Westney Deposit was funded by investor funds (the Banking Analysis shows that at least 99.8% can be traced to investor funds) whose money was used by Pleterski in an unauthorized manner to fund the Westney Deposit;
 - c) Most of the Bankrupts' investors will see minimal recovery from their investments while 264 stands to gain a significant profit from its dealings with Pleterski; and
 - d) If 264 was permitted to retain the Westney Deposit, it would result in an unjust and inequitable unfairness to the Bankrupts' investors.
48. As at the date of this Report, the Trustee has made several attempts to coordinate dates with counsel for 264 for the adjudication of the entitlement to the Westney Deposit and requires a scheduling hearing to set a date.

The Burlington Property and the Senna

49. Beginning at the First Meeting of Creditors and continuing throughout these proceedings, investors have questioned Pleterski's relationship with the Gupta family and interest in the property known municipally as 5126 Lakeshore Road, Burlington, ON (the "**Burlington Property**"). The Trustee, at the request of the estate inspectors, has investigated this asset and Pleterski's relationship thereto.
50. The Burlington Property is a private waterfront estate with 100 feet of frontage on Lake Ontario and over 10,000 square feet of living space. On March 4, 2021 (at the age of 21), Pleterski entered into an Agreement of Purchase and Sale (the "**APS**") and Agreement to

Lease to Own (the “**Lease**”) with 1223408 Ontario Limited (“**122**”), the then-owner of the Burlington Property. The APS also states that Pleterski was required to provide a leasehold mortgage to secure the payment of the purchase price which was to be executed by both parties on March 10, 2021 subject to Pleterski’s right to extend the agreement. Pleterski was also required to pay property taxes on a monthly basis to 122. The APS and the Lease (collectively, the “**Agreement**”) explicitly state that they must be read in conjunction with each other; a copy of the Agreement is attached as **Appendix “S”**.

51. 122 transferred the Burlington Property to 1000176653 Ontario Inc. (“**100**”) on May 4, 2022. The Trustee understands that 122 and 100 (each individually at the time the “**Registered Owner**”) are both affiliated with Sunray Group of Hotels Inc. (“**Sunray**”). The Registered Owner and Sunray are collectively referred to as the “**Sunray Group**”. Sunray is a hospitality and development company whose Chairman and CEO is Ray Rattan Lal Gupta (“**Ray Gupta**”); Ray Gupta is also the sole officer and director of both 122 and 100. A copy of the PIN for the Burlington Property is attached as **Appendix “T”**. A copy of the Profile Reports of 122 and 100 are attached as and **Appendix “U”** and **Appendix “V”** respectively.
52. Bank statements of Pleterski reflect that, except for the first month’s rent, which was paid to the Registered Owner’s real estate lawyer, in trust, the rent for the Burlington Property was paid directly to Ray Gupta’s son, Sandeep Gupta, rather than the Registered Owner. The Registered Owner (by virtue of the Burlington Deposit (as defined below) and payments to Sandeep Gupta) has received \$1,095,764 of investor funds in respect of the Burlington Property. Sandeep Gupta appears to have been the main contact between Pleterski and the Registered Owner based on a review of Pleterski’s cellphone.

Relationship between Sandeep Gupta and Pleterski

53. At the time of Pleterski’s bankruptcy, or shortly beforehand, Sandeep Gupta was in possession of several of Pleterski’s vehicles including, the Senna (defined below), a Lamborghini Huracan Performante, an Audi R8 Spyder, a Ferrari 488 Pista, a Honda Civic Type R, a Lamborghini Aventador SVJ, and a BMW i8.¹⁵ Prior to Pleterski’s bankruptcy,

¹⁵ Examination of Sandeep Gupta (February 9, 2023) (“**Gupta Examination**”), page 47, lines 1-25, page 48, lines 1-25 and page 49, lines 1-11.

Sandeep Gupta purchased assets from Pleterski including an Audi R8 Coupe and a Rolex Datejust Perpetual.¹⁶ The Trustee determined that the price paid for the Audi R8 Coupe was below market value. As a result, Sunray paid the Trustee additional proceeds in exchange for the Trustee agreeing not to challenge the sale as a transfer at undervalue.

54. The Trustee was contacted by the Toronto Police in early December advising that Pleterski had been kidnapped. The Toronto Police had questions related to Pleterski which it thought might be helpful to its investigation, but was unable to share any information with the Trustee. In his examination, Dragan Pleterski advised the Trustee that Sandeep Gupta was contacted by Pleterski while Pleterski was in captivity.¹⁷
55. The Trustee examined Sandeep Gupta pursuant to Section 163 of the BIA on February 9, 2023. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination is attached as **Appendix “W”**. During his examination, Sandeep Gupta confirmed that he was contacted by Pleterski while in captivity and that Pleterski was asking for \$3 million to pay his kidnappers.¹⁸ Sandeep Gupta further advised that he contacted law enforcement after receiving Pleterski’s call. Pleterski was released by his kidnappers near Sandeep Gupta’s residence.¹⁹
56. The Trustee understands that, since June of 2022, Pleterski has been living rent-free at a property owned by the Sunray Group.²⁰

The Burlington Property

57. Pursuant to the terms of the Agreement, Pleterski agreed to purchase the Burlington Property for \$8,490,000 (the “**Purchase Price**”) and paid a deposit totaling \$500,000 (the “**Burlington Deposit**”). Rent is calculated using an annual interest rate of 4% with a 25-year amortization for a 2-year term. The Agreement specifically states that the principal component of the Rent “will be applied and credited towards the purchase price” upon completion of the transaction.

¹⁶ *Ibid.*, page 49, lines 18-25, page 50, lines 1-18 and page 52, lines 17-22.

¹⁷ Dragan Examination, page 37, lines 5-7.

¹⁸ Gupta Examination, page 11, lines 7-23.

¹⁹ *Ibid.*, page 67, lines 2-7.

²⁰ *Ibid.*, page 20, lines 23-25 and page 22, lines 16-17; Pleterski Examination, page 73, lines 8-25 and page 74, lines 1-7.

58. Pursuant to the terms of the Lease, Pleterski paid base rent totaling \$42,174.16 per month (the “**Rent**”). Pleterski also paid an allocation for expected property taxes making the total monthly payments \$45,824.16. According to House Sigma, the Burlington Property (in an unfurnished state) was previously listed from December 1, 2020 to February 23, 2021 for rent for \$23,000/month. A copy of the House Sigma listing is attached as **Appendix “X”**.
59. The Sunray Group has taken the position that the governing agreement is actually the version of same attached as **Appendix “Y”**, which appears to be an unsigned version of the Agreement with several pages omitted.
60. The Trustee understands that Pleterski began to fall behind on his Rent payments in early 2022. Pleterski’s last Rent payment was May 16, 2022, presumably covering the period up to June 12, 2022; he vacated the Burlington Property in June 2022. When initially contacted by the Trustee, the Sunray Group took the position that the Lease has been terminated by virtue of this non-payment of Rent but has confirmed that no termination notice was issued to Pleterski. Sunray further asserts that Pleterski caused damage to the Burlington Property.

The Senna

61. Pleterski owned a McLaren Senna, a very rare, limited-production exotic supercar bearing VIN# SBM15ACA8KW800343 (the “**Senna**”). The Trustee understands that in the spring of 2022, the Senna was given to Sunray by Pleterski to hold as collateral for the payment of Rent. Notwithstanding that the Lease was purportedly terminated by the Registered Owner for non-payment, ownership of the Senna was transferred to Sunray on June 27, 2022. A copy of the VIN search in respect of the Senna is attached as **Appendix “Z”**.
62. At the First Meeting of Creditors, Pleterski advised the Trustee that he provided the Senna to Ray Gupta based on a value of \$900,000.²¹ Later, when the Trustee spoke with Sandeep Gupta, it was advised that Pleterski transferred the Senna to Sunray based on a value of \$950,000. Whatever the transfer price, no funds were ever paid to Pleterski. Sandeep Gupta advised the Trustee that title to the Senna was held by Sunray for insurance purposes.²² Based on inquiries of six different dealerships, the Trustee believes that the actual value of the Senna is estimated to be approximately \$1.4 million with the

²¹ First Meeting of Creditors, page 7.

²² Gupta Examination, page 62, lines 10-16.

most likely range between \$1.2 to \$1.9 million. Based on Pleterski's bank records, the Senna appears to have been originally purchased in September of 2021 for \$1.6 million.

63. As of June 2022, when Pleterski stopped paying Rent, there were nine payments left owing under the Lease totaling \$379,567.47 (the **"Unpaid Rent"**). Even based on a \$900,000 value for the Senna, the value of the Senna far exceeded the Unpaid Rent.

Next Steps

64. In October of 2022, the Trustee agreed to take possession of the Senna registered in Sunray's name; it has been stored by the Trustee since that time. On March 8, 2023, at the Trustee's request, Ray Gupta of Sunray executed the ownership papers permitting the Trustee to sell the Senna. It is the intention of the Trustee to monetize the Senna for the benefit of the Bankrupts' creditors.
65. The Burlington Property was recently listed for sale for \$8,999,000. The Trustee reserves its rights and remedies in respect of the \$1,095,764 of investor funds paid to Sandeep Gupta in respect of the Burlington Property, including the \$500,000 Burlington Deposit. Similar to the Westney Deposit, this \$500,000 appears to have been paid for using investor money without their consent.

INTERIM DIVIDEND

66. The estate inspectors have asked the Trustee to proceed with an interim dividend to creditors. The Trustee has disallowed those claims which it has not been able to resolve on consent; after expiration of the 30-day disallowance period, the Trustee intends to proceed with the dividend. Proven creditors should expect to receive their dividend in April.

PLETERSKI'S DISCHARGE

67. In the ordinary course, a person who is personally bankrupt and does not generate surplus income is entitled to an automatic discharge after nine months. The purpose of this is to allow an honest but unfortunate debtor a fresh start. The Trustee is of the view that Pleterski is not an honest but unfortunate debtor. In its first report to the Court and the supplement thereto (attached as **Appendices "AA" and "BB"**) the Trustee outlined

multiple breaches of the BIA committed by Pleterski relating to his failure to attend to his duties and provide his assets to the Trustee.

68. In this Third Report, the Trustee has presented the findings of the Banking Analysis which evidences that less than 1.6% of the funds collected from investors in Pleterski's chequing account were actually invested by the Bankrupts. It appears that Pleterski had no intention to invest the investor's money as he agreed to do in the investor agreements. The Banking Analysis also demonstrates that Pleterski used money from new investors to pay out older investors. This is consistent with Pleterski's explanation of the flow of funds through his bank accounts. Pleterski explained that when money was received from an investor, it would go directly into one of his bank accounts. Pleterski would then keep the money in his bank account but allocate a portion of his investment gains towards the investor's account. Once the money was in one of his bank accounts, Pleterski explained that the cash was his to use for personal expenses or to pay out another investor.²³
69. Lastly, the Banking Analysis also outlines the extravagant lifestyle that Pleterski lived which was funded by his investors and ultimately led to his bankruptcy. The total amount spent by Pleterski on lifestyle expenses, such as his Lamborghinis, McLarens, flights on private jets, etc. is approximately \$15.9 million or 38% of the total disbursements paid by Pleterski over a period of approximately 2.5 years.
70. The Trustee notes that Pleterski has not accounted for all of his assets. Pleterski has never provided the Trustee with the Jacob & Co. Astronomia Casino watch he purchased for \$361,158 CAD or evidence of its sale. Pleterski has also not provided evidence of the location of the crypto currency he received from investors or his alleged trading losses.
71. The Trustee filed a report pursuant to section 170 of the BIA indicating that it opposes an automatic discharge for Pleterski for the following reasons (square brackets indicate the relevant BIA section for reference purposes):
- a) Failure to complete his first and second counselling session [157.1 (3)];

²³ Pleterski Examination, page 32, lines 2-25, page 33, lines 1-5, page 48 lines 8-21, page 152, lines 7-12 and page 153, lines 6-13.

- b) Failure to attend to his basic duties [173 (1)(o)], including preparing a complete Statement of Affairs [158 (d)] and attending the first meeting of creditors in person [158 (h)];
- c) Failure to provide books and records to the Trustee [158 (b)] and to submit all of his necessary income and expense statements along with supporting documents;
- d) Failure to provide a copy of his 2021 tax return with related documents [158 (b)];
- e) Failure to respond to his undertakings from the section 163 examination of the BIA completely and on a timely basis [163 (1)];
- f) Failure to cooperate with the Trustee fully including facilitating the transfer of his vehicles to the Trustee [158 (a)]; and,
- g) Pleterski may have surplus income owing to the estate; however, this amount cannot be determined pursuant to s.68 (3) of the BIA until Pleterski has filed all required income and expense statements.

72. The report filed pursuant to section 170 of the BIA also explained that the Court may decide to further delay Pleterski's discharge, add conditions or declare that certain debts are not dischargeable from bankruptcy for the following reasons:

- a) Pleterski has failed to comply with his duties pursuant to section 158 as noted above;
- b) Pleterski's bankruptcy was accelerated by unjustifiable extravagance in living [173 (1)(e)] including driving more than 10 exotic sportscars, spending approximately \$45,000 a month to live in a mansion and flying frequently via private jet;
- c) Pleterski has not answered all questions in his examination pursuant to section 163 truthfully [198 (1) (b)];
- d) Pleterski has not kept proper books of account [200 (1)(a)] or provided evidence of the losses you assert took place [200 (2)];
- e) Pleterski has deleted data on his phone prior to it being imaged by the Trustee [200 (1)(b)];

- f) Pleterski's assets are not equal to 50% of his liabilities [173 (1)(a)];
- g) Pleterski has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet the Bankrupts' liabilities [173 (1)(d)]; and
- h) Pleterski raised investments from investors under false pretenses [178 (1)(e)] and appears to have invested less than 2% of the money collected from investors.

REQUESTED RELIEF

73. The Trustee seeks orders:

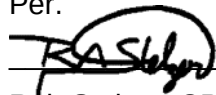
- a) Approving the Trustee's activities as described in this Third Report;
- b) Directing Jerome Tulloch, Kyrsten Tytla, Jocelyn Tytla and Winston Blenman attend examinations at the dates and times set out in the proposed Notices of Examination;
- c) directing Dragan and Kathy Pleterski to repay \$1,100,087 to the estate; and,
- d) Granting the Trustee relief from forfeiture and directing that the Westney Deposit be paid to the Trustee.

DATED at Toronto, Ontario this 14th day of March 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT
Senior Vice President

Appendix “10”

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FOURTH REPORT OF THE TRUSTEE

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APPENDICES

Appendix “A”	Mareva Endorsement of Justice Sutherland dated July 7, 2022
Appendix “B”	Trustee’s Third Report dated March 14, 2023 (without appendices)
Appendix “C”	Transcript of the examination of Learning conducted on October 11, 2022
Appendix “D”	Excerpt from Banking Analysis
Appendix “E”	Sample Agreement executed by Learning
Appendix “F”	Sample Messages between Learning and Investor
Appendix “G”	Aide Memoire of the Trustee dated January 23, 2023
Appendix “H”	Email dated March 1, 2023 regarding deficiencies in the Financial Analysis
Appendix “I”	Bill of Costs of the Trustee
Appendix “J”	Bill of Costs of Counsel to the Trustee

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FOURTH REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.
2. The purpose of this report (the “**Fourth Report**”) is to provide support for the Trustee’s application seeking:
 - a) a declaration that certain transactions totalling \$465,982 between Mitchell Learning (“**Learning**”) and the Bankrupts be set aside as preferences pursuant to section 95 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) and/or as transfers at undervalue for the purposes of section 96 of the BIA and are void as against the Trustee; or
 - b) an Order directing Learning repay \$465,982 to the estate of the Bankrupts as a result of his unjust enrichment; and
 - c) a cost award in favour of the Trustee in the amount of \$35,000 on a partial indemnity basis.

SCOPE AND TERMS OF REFERENCE

3. Certain information contained in this Fourth Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Report may not disclose all significant matters about the Bankrupts.
4. This Fourth Report has been prepared for the use of this Court as general information relating to the Bankrupts and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Fourth Report. Any use that a party makes of this Fourth Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.
5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

6. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceedings**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related Endorsement (the “**Mareva Endorsement**”), a copy of which is attached as **Appendix “A”**, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
7. The Trustee’s first report and the supplement thereto were prepared on September 9, 2022 and September 26, 2022, respectively, and dealt with Pleterski’s poor conduct and failure to attend to his duties as a bankrupt. The Trustee’s second report dated October 21, 2022 provided a substantive update to the Court on the bankruptcy proceedings. On October 28, 2022, the Court granted an Order which, among other things, consolidated

the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee's requests, including with respect to the transfer of certain property to the Trustee.

8. The Trustee's third report, dated March 14, 2023 (the "**Third Report**"), provided a comprehensive update including a summary of the Trustee's banking analysis which summarized the receipts and disbursements of the Bankrupts as set out in the bank statements of the Bankrupts from Scotiabank, Royal Bank of Canada, TD Bank and the Bank of Montreal (the "**Banking Analysis**"). Attached as **Appendix "B"** is a copy of the Third Report (without exhibits).
9. From approximately May 2020 to August 9, 2022, the Bankrupts obtained funds from related and third-party investors and purported to invest those funds in cryptocurrencies and other foreign exchange positions for the benefit of its investors. The Bankrupts assured the investors that:
 - (a) Their original investment was guaranteed;
 - (b) The average target growth for the investments is 10-20% biweekly; and,
 - (c) Upon request, the investors could withdraw their returns or profits on invested funds and receive those amounts within three business days of making that request.
10. As detailed in the Banking Analysis in the Third Report, of the \$41.5 million of net amounts received by Pleterski, only 1.6% appears to have ever been invested by the Bankrupts.
11. Beginning in 2022, investors became concerned about the state of their investments after the Bankrupts failed to satisfy their requests for withdrawals, in whole or in part. Some investors did receive partial satisfaction of their withdrawal requests, often weeks or months after the requests were made.

EXAMINATION OF MITCHELL LEARNING

12. Learning originally met Pleterski when he was 14 years old and Pleterski was 16 years old¹. He began investing with Pleterski in October 2020² and soon after introduced certain

¹ *Ibid.*, page 10, lines 3-7.

² *Ibid.*, page 11, lines 21-22.

family and friends to Pleterski to invest³. Learning was referenced in the Trustee's Preliminary Report as an originator who helped bring investors to Pleterski. At the First Meeting of Creditors and since that time, investors have approached the Trustee inquiring as to the role that Learning played in Pleterski's investment scheme. Several investors advised the Trustee that they believed that Learning received significant funds from the Bankrupts; investors also reported that Learning leased a 2019 Ferrari 488 and shared in Pleterski's lavish lifestyle.

13. On September 6, 2022, Learning agreed to meet with the Trustee and share the information he had related to Pleterski's assets. The Trustee found Learning to be forthright and helpful in this initial meeting. Learning attended a formal examination on October 11, 2022 pursuant to section 163 of the BIA. In accordance with section 163(3) of the BIA, a copy of the transcript of that examination was annexed to the Third Report and is reproduced here as **Appendix "C"**.
14. Learning advised the Trustee prior to his examination that he originally believed Pleterski to be a trading prodigy. In his examination, Learning explained that after investing personally, he suggested to friends and family that they also invest with Pleterski.⁴ Learning testified that he was upset when he discovered the true nature of Pleterski's investment scheme.⁵

FINANCIAL BENEFIT TO LEARNING

15. Learning testified that he invested approximately \$400,000 with Pleterski⁶ and received approximately \$1 million in returns.⁷ The Banking Analysis shows that Learning received \$1,024,417 from the Bankrupts.
16. Learning advised the Trustee that he used approximately \$450,000 of the \$1 million he received from the Bankrupts to pay back other investors that he initially brought to Pleterski to invest.⁸ Learning further advised during his examination that he believed that he had

³ *Ibid.*, page 23, lines 6-16, page 24, lines 23-25 and page 25, lines 1-5.

⁴ Examination of Mitchell Learning (October 11, 2022) ("**Learning Examination**"), page 23, lines 6-9 and page 24, lines 21-23.

⁵ *Ibid.*, page 38, line 19.

⁶ *Ibid.*, page 16, line 6.

⁷ *Ibid.*, page 26, line 20-25.

⁸ *Ibid.*, page 88, lines 4-25.

profited approximately \$170,000 in addition to the return of his investment from his involvement with Pleterski.⁹

17. The Banking Analysis shows that Learning paid \$918,435 to the Bankrupts (\$400,000 of which Learning claims to be his own investment, meaning the remaining \$518,435 was from other investors). As noted above, the Banking Analysis evidences that Learning received \$1,024,417 from the Bankrupts meaning that he received \$105,982 in addition to what he paid the Bankrupts.¹⁰ Attached as **Appendix “D”** is an excerpt from the Banking Analysis showing all amounts paid from Learning to Pleterski and received by Learning from Pleterski.
18. Though it is clear that Learning profited from Pleterski’s scheme as the total amount received exceeds the total amount paid, the Trustee has been unable to calculate Learning’s exact profits because, among other things, the Trustee does not have adequate evidence of the amounts that Learning alleges he paid to investors from the proceeds he received from the Bankrupts. During his examination, Learning undertook, among other things, to provide his bank statements and identify any funds paid to or received from the Bankrupts.¹¹ As detailed below, Learning still has not provided all the necessary information in this regard.

LEARNING WAS A NON-ARMS LENGTH PARTY

19. Learning was an important recruiter for Pleterski. It appears that Learning introduced at least 30 investors who invested a total of \$6.0 million with the Bankrupts (in 24 instances investors have contracts with Learning and in other cases investors paid Learning directly or advised the Trustee that they were introduced to the investment by Learning). In addition, if investors who were referred by another investor originally referred by Learning are included, the total investors indirectly involved through Learning jumps to 65 investors investing a total of \$12.8 million (over 30% of the total the Bankrupts received from investors). These amounts may be understated as there are likely other investors who

⁹ *Ibid.*, page 92, lines 15-17.

¹⁰ Banking Analysis originally showed receipts of \$1,020,417 and net receipts of \$101,982 but this was updated following information received from Learning.

¹¹ Learning Examination, page 16, lines 17-25 and page 17, lines 1-13.

Learning introduced but whose agreements and payments were directly with the Bankrupts.¹²

20. Learning often signed investment agreements with investors on behalf of the Bankrupts and in his personal capacity.¹³ Of the 149 admitted Proofs of Claim received by the Trustee in respect of the Bankrupts, 24 of them were supported by an investment agreement signed by Learning (rather than Pleterski). Attached as **Appendix “E”** is an example of such an agreement.
21. In addition to bringing new investors to Pleterski, Learning provided investors with updates on their supposed investment returns and balances. The Trustee is in possession of text messages from investors and Learning himself evidencing such communications. Attached as **Appendix “F”** is an example of Learning’s message to an investor.
22. Learning was part of Pleterski’s close inner circle and benefited from his lavish lifestyle by joining him on vacations that included private jets and lavish vacation home rentals paid for by Pleterski from investor money which was never invested.¹⁴
23. As a result of the foregoing, it is the Trustee’s position that Learning should be treated as a non-arm’s length party to the Bankrupts.

LEGAL REMEDIES BEING PURSUED AGAINST LEARNING

Learning Received Payments in Preference to Other Creditors

24. As a result of Learning’s relationship with Pleterski and Pleterski’s need to encourage Learning to continue to bring him investors, Pleterski made preferential payments to Learning which should be set aside for the benefit of all creditors. See **Appendix “D”** for further detail on payments made by and received from Learning.
25. In the twelve months prior to the bankruptcies, Learning received \$536,156 more than he paid to Pleterski in preference to other investors. If a longer lookback period is used, the net receipts received by Learning were \$105,982. It is the Trustee’s position that Learning

¹² *Ibid.*, page 23, lines 17-25, page 24, lines 1-9 and page 25, lines 1-5.

¹³ *Ibid.*, page 42-49.

¹⁴ *Ibid.*, page 74, line 20-25, pages 75-76 and page 77, lines 1-19.

should be required to return the \$105,982 he directly profited by virtue of receiving more than he paid to Pleterski.

26. In addition to the \$105,982 of profit which Learning received from Pleterski, Learning also recovered his \$400,000 investment even though many investors recovered nothing prior to the bankruptcies. Of the approximately \$1 million received by Learning in total, \$922,550 of the funds Learning received (i.e. over 90%) were received in the twelve months prior to the bankruptcies. In particular, over \$800,000 was received during the fall of 2021 to early 2022, a period of time where other investors had a difficult time withdrawing funds or contacting Pleterski. Therefore, the Trustee also seeks an Order that Learning repay \$360,000, being his initial investment of \$400,000 less the 10% dividend expected to be paid in the bankruptcies. The Trustee is prepared to permit Learning to file a claim in the bankruptcy estate and, to the extent that dividends exceed 10%, recover *pari pasu* with other investors.

Learning Received Transfers at Undervalue

27. In the alternative, the amounts noted above being \$105,982 and \$360,000 (the “**Impugned Transfers**”) could also be characterized as transfers at undervalue. During the period from October 7, 2020 through to January 4, 2022 (i.e. within the 5 year period prior to the bankruptcies which occurred on August 9, 2022), Learning received a total of \$1,024,416.70 which included the Impugned Transfers. For details of the payments, please see **Appendix “D”**.
28. Pleterski did not receive any value for the Impugned Transfers. Learning did not perform any services for the Bankrupts for which payments were to be made and all of the payments were at a time when little or no return on investments were being generated by the Bankrupts.
29. The Impugned Transfers all occurred between Pleterski and Learning who were not dealing at arm’s length with each other. At the time the Impugned Transfers were made, the Bankrupts were not able to meet their financial obligations. By virtue of the fact that the Bankrupts appear to have been operating a Ponzi scheme and not a *bona fide* investment scheme, it is the Trustee’s position that at no time were the Bankrupts able to meet their financial obligations.

30. The Impugned Transfers:
- a) were made to Learning for no or insufficient consideration;
 - b) were made with the express intent of preferring one creditor over another; and
 - c) were effected for the specific purpose of, and with the specific intent to defeat, hinder and defraud the Bankrupts' creditors.
31. As a result, it is the Trustee's position that the Impugned Transactions were at undervalue and thus, the \$105,982 of profit and \$360,000 of excess recovery should be set aside and declared null and void.

Learning was Unjustly Enriched

32. In the alternative, the Trustee is seeking the return of Learning's profit being \$105,982 and a claw-back of \$360,000 so that Learning's recovery would equal that of other investors.
33. Learning was enriched by the Impugned Transactions. The creditors of the Bankrupts suffered a corresponding deprivation, as the Impugned Transaction were made at their expense. As set out in the Third Report, the Bankrupts only invested approximately 1.6% of the investments received. As a result, the payments received by Learning as returns on his investment were, in fact, funds invested by other investors.
34. Learning did not have an agreement with Pleterski wherein he was entitled to receive any type of commission on investments he brought to the Bankrupts. There was no juristic reason for the enrichment or the deprivation.
35. Based on the fraudulent scheme perpetuated by the Bankrupts, it would be unjust, immoral, and against public policy for Learning to retain the "profit" received from the Bankrupts. It is the Trustee's position that payouts of "profit" made from an apparent Ponzi scheme are not payments of return from an actual business venture. Rather, they are payments made from the money invested by others for the purpose of perpetuating a fraud. The Trustee, therefore, seeks an Order requiring Learning to repay his profit totaling \$105,982 on the basis of unjust enrichment.
36. It is also the Trustee's position that Learning, given his relationship with Pleterski, should not be entitled to a full return on his investment in a situation where the other arm's length

investors are getting cents on the dollar. The funds received by Learning should be clawed-back in favour of all investors. The Trustee, therefore, seeks an Order requiring Learning to also repay \$360,000 on the basis of unjust enrichment.

FAILURE TO SATISFY UNDERTAKINGS AND REQUEST FOR COST AWARD

37. Although initially cooperative, the Trustee has been very disappointed with Learning's lack of cooperation since late October of 2022. Set out below is a summary of the interactions with Learning which were summarized in an Aide Memoire provided as part of a January 26, 2022 case conference, a copy of which is attached as **Appendix "G"**:

- a) Learning gave the following undertaking in his October 11, 2022 examination, "To provide all of Mr. Learning's bank statements for all of his bank accounts from June 2020 to present. Also, to identify which transactions represent money going to Aiden Pleterski or AP Private Equity, or any transaction where he received money from AP Private Equity or Aiden Pleterski." Learning undertook to provide this information within two weeks, being by October 25, 2022.¹⁵
- b) Learning's counsel, Mr. Bastawrous, promised to deliver Learning's undertakings on October 31, 2022, November 1, 2022, November 15, 2022, and November 18, 2022, but did not do so.¹⁶
- c) The Trustee's counsel served Learning on December 13, 2022 with a notice pursuant to section 164 of the BIA requiring that Learning deliver banking records by December 20, 2022;¹⁷
- d) Mr. Bastawrous advised the Trustee's counsel verbally on December 23, 2022 and via E-mail on January 3, 2023, that the banking records would be immediately provided. On January 5, 2023, a document titled "Financial Analysis_Redacted" was delivered to the Trustee. This document is essentially a redacted Excel spreadsheet listing excerpts from banking records without any explanation or supporting

¹⁵ Aide Memoire of the Trustee (Appendix G), page 2, paragraph 6. Exact transcript reference on pg 16: 55 Q. Counsel, I'd like an undertaking for all of Mitchell's bank statements for all of his bank accounts since June 2020 until now. And within that, I would like him, to the best of his knowledge, to identify which transactions represent money going to Aiden or AP Private Equity, and any transaction where he received money from AP or Aiden? 25 U/T MS. BASTAWROUS: We can provide that.

¹⁶ *Ibid.*, page 3, paragraph 7.

¹⁷ *Ibid.*, page 3, paragraph 8.

documentation. The Trustee's counsel advised Mr. Bastawrous that this document did not satisfy his undertaking or his obligation pursuant to section 164 of the BIA and that the Trustee would be seeking a contempt order.¹⁸

38. As a result of Learning's failure to satisfy his undertakings, the Trustee brought a motion to hold Learning in contempt on February 21, 2023. Immediately prior to the hearing, Learning's counsel delivered certain bank statements to the Trustee via E-mail together with a summary document titled Financial Analysis (the "**Financial Analysis**"). As the Trustee was not afforded sufficient time to review the documents prior to the contempt hearing (having received the Financial Analysis less than an hour before), the hearing was adjourned. Counsel to the Trustee advised the Court at the time of the adjournment request that it would be seeking its costs from Learning in respect of the time spent in garnering answers to his undertakings and that a hearing would be scheduled if costs could not be agreed.
39. Contrary to his examination wherein he stated that he had benefited approximately \$170,000 from his dealings with the Bankrupts, the Financial Analysis provided by Learning outlined that Learning had, in fact, suffered a financial loss of approximately \$36,000 as a result of the funds he repaid to investors and money paid to the Bankrupts.
40. By E-mail on March 1, 2023 (attached as **Appendix "H"**), the Trustee outlined the deficiencies in the Financial Analysis to Learning's counsel. These included, but were not limited to:
 - a) The omission of certain transactions evidenced by Learnings' bank statements;
 - b) The absence of certain of the bank statements referenced on the Financial Analysis meaning that the Trustee could not verify the transactions referenced in the Financial Analysis; and
 - c) The omission of certain of Learning's receipts of which the Trustee is aware as a result of the Banking Analysis.

In summary, the Financial Analysis was flawed and, at best, provided an incomplete accounting of Learning's financial interactions with the Bankrupts.

¹⁸ *Ibid.*, Page 3, paragraphs 9 and 10.

41. The Trustee or its counsel followed up on its request for further information and clarification of these deficiencies on March 5, 2023, March 22, 2023, March 29, 2023 and April 18, 2023. Learning's counsel has yet to substantively answer the questions posed by the Trustee in its March 1, 2023 E-mail.
42. The Trustee has spent considerable time and money in its attempts to require Learning to comply with his examination undertakings and obligations pursuant to section 164 of the BIA to the detriment of the estate and the creditors. Bills of Costs show that the Trustee has spent \$24,569.03 and its counsel has spent \$49,109.80 (as at April 27, 2023), copies of which are attached as **Appendices "I" and "J"**. Given the time and effort needlessly spent, the Trustee seeks a cost award of \$35,000 against Learning on a partial indemnity basis.
43. The bankruptcy administration is substantially complete, with only a few litigation matters remaining; the Trustee has paid out two interim dividends to the creditors and would like to finalize and distribute the remainder of the estate as soon as possible.

REQUESTED RELIEF

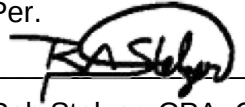
44. The Trustee seeks:
 - a) a declaration that certain transactions totalling \$465,982 between Learning and the Bankrupts be set aside as preferences pursuant to section 95 of the BIA and/or as transfers at undervalue for the purposes of section 96 of the BIA and are void as against the Trustee; or
 - b) an Order directing Learning repay \$465,982 to the estate of the Bankrupts as a result of his unjust enrichment;
 - c) a cost award in favour of the Trustee in the amount of \$35,000 on a partial indemnity basis.

DATED at Toronto, Ontario this 19th day of May 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.

A handwritten signature in black ink, appearing to read "R Stelzer", is written over a horizontal line.

Rob Stelzer, CPA, CA, CIRP, LIT

Senior Vice President

IN IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

FOURTH REPORT OF THE TRUSTEE

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

Appendix “11”

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FIFTH REPORT OF THE TRUSTEE

OCTOBER 18, 2023

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APPENDICES

Appendix “A” Trustee’s Third Report dated March 14, 2023 (without appendices)

Appendix “B” Court Order and Endorsement for Wesney Deposit

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI AND AP PRIVATE EQUITY LIMITED
OF THE TOWN OF WHITBY,
IN THE PROVINCE OF ONTARIO

FIFTH REPORT OF THE TRUSTEE

INTRODUCTION

1. On August 9, 2022, the Ontario Superior Court of Justice (the “**Court**”) ordered that Aiden Pleterski (“**Pleterski**”) and AP Private Equity Limited (collectively, the “**Bankrupts**”) be adjudged bankrupt (the “**Bankruptcy Orders**”). The Bankruptcy Orders were made following a petition filed by several creditors of the Bankrupts. Grant Thornton Limited was appointed as the trustee in bankruptcy (the “**Trustee**”) of both Bankrupts.
2. The purpose of this fifth report (the “**Fifth Report**”) is to provide a comprehensive update to creditors on the administration of the bankruptcies. Since no specific relief is being sought from the Court, the Trustee will not be filing this Fifth Report with the Court at this time. Topics addressed in the Fifth Report include:
 - a) Summaries of the major asset recoveries since the issuance of the Third Report (defined below);
 - b) Summaries of the unresolved litigation matters; and,
 - c) Commentary with respect to next steps in the proceeding, including the future discharge hearing for the Bankrupts.

SCOPE AND TERMS OF REFERENCE

3. Certain information contained in this Fifth Report has been obtained from the records of the Bankrupts, publicly available information, and/or information from the banks and other parties from whom information has been obtained. The information has not been audited by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally acceptable accounting principles and the reader is, therefore, cautioned that this Fifth Report may not disclose all significant matters about the Bankrupts.
4. This Fifth Report has been prepared as general information relating to the Bankrupts. Accordingly, the reader is cautioned that this Fifth Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Fifth Report. Any use that a party makes of this Fifth Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.
5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

6. On April 21, 2022, Sacha Amar Dario Singh and 9319697 Canada Ltd. (the “**Mareva Plaintiffs**”) commenced an action against the Bankrupts (the “**Mareva Proceedings**”) claiming relief based on breach of contract, fraudulent misrepresentation, civil fraud, misappropriation of funds, conversion, and unjust enrichment. The Mareva Plaintiffs successfully obtained an *ex parte* worldwide *Mareva* injunction pursuant to the Order of Justice Sutherland dated July 7, 2022. As set out in the related endorsement, the Court was satisfied that there was a strong *prima facie* case that Pleterski committed a breach of contract and civil fraud.
7. The Trustee’s first report and the supplement thereto were prepared on September 9, 2022 and September 26, 2022, respectively, and dealt with Pleterski’s poor conduct and failure to attend to his duties as a bankrupt. The Trustee’s second report dated October 21, 2022 provided a substantive update to the Court on the bankruptcy proceedings. On October 28, 2022, the Court granted an Order which, among other things, consolidated

the estates of the Bankrupts and ordered certain third parties to strictly cooperate and comply with the Trustee's requests, including with respect to the transfer of certain property to the Trustee.

8. The third report of the Trustee dated March 14, 2023 (the "**Third Report**"), provided a comprehensive update to creditors and the Court including a summary of the Trustee's banking analysis including the receipts and disbursements of the Bankrupts as set out in the bank statements of the Bankrupts from Scotiabank, Royal Bank of Canada, TD Bank and the Bank of Montreal (the "**Banking Analysis**"). Attached as **Appendix "A"** is a copy of the Third Report (without exhibits). As detailed in the Banking Analysis, of the \$41.5 million of net amounts received by Pleterski, only 1.6% appears to have ever been invested by the Bankrupts.
9. The Trustee's Fourth Report, dated May 19, 2023 (the "**Fourth Report**") and Fourth Report Supplement, dated June 8, 2023 (the "**Fourth Report Supplement**"), sought the repayment of \$465,982 by Mitchell Learning ("**Learning**") together with an amount for costs. Learning and the Trustee ultimately agreed to a settlement described later in this Fifth Report.

ASSET RECOVERY

10. Most of the vehicles, cash, and personal assets of the Bankrupts were monetized prior to the issuance of the Third Report and, therefore, commented on therein. Since the Third Report (the last report in which the Trustee disclosed asset recovery), the Trustee's asset recovery efforts have focused on parties who appeared to have been unfairly enriched by their dealings with the Bankrupts. Set out below is a status update on each of these parties or issues.

Pleterski Parents

11. As noted in the Third Report, Pleterski's parents, Dragan and Kathy Pleterski (the "**Pleterski Parents**") agreed to settle the Trustee's claims against them pursuant to minutes of settlement (the "**Pleterski Parents Minutes of Settlement**"). The terms of the Pleterski Parents Minutes of Settlement were described in the Third Report and approved by the Court pursuant to the Order of Justice Osborne dated March 31, 2023. All of the

payments owing pursuant to the Pleterski Parents Minutes of Settlement have been made by the Pleterski Parents and the two vehicles referenced in the settlement have been provided to and sold by the Trustee. The estate collected over \$900,000 from the Pleterski Parents in accordance with the Pleterski Parents Minutes of Settlement and the Trustee considers the financial terms of settlement to have been met. The settlement included a limited release as described in the Third Report.

Storage Locker

12. The Pleterski Parents disclosed to the Trustee the existence of a storage locker in Ajax which contained personal effects of Pleterski and had not been previously disclosed by Pleterski. On April 17, 2023, a representative from the Trustee's office met Pleterski and Dragan Pleterski at the storage locker to review the contents which included watches, paintings and personal effects of modest value. At a subsequent visit, a liquidator hired by the Trustee removed any contents of value and sold them at a public auction. The majority of the value of Pleterski's assets was in the cars he owned, but the Trustee did realize approximately \$67,000 in the sale of his miscellaneous assets.

Mitchell Learning

13. Learning was a friend of Pleterski who had introduced a significant number of investors to Pleterski. The Banking Analysis in the Third Report noted that Learning had received over \$1 million from the Bankrupts. However, upon receipt of further information by Learning, the Trustee was able to determine that the actual financial benefit to Learning was much smaller. As noted in the Fourth Report, Learning appeared to have actually profited by \$105,982 in addition to the return of his investment of \$400,000 which equated to \$360,000 more than other investors, who to date, have received dividends of approximately 10%. As a result, as set out in the Fourth Report, the Trustee sought an order requiring Learning repay \$465,982 to the estate of the Bankrupts together with an amount for costs.
14. The Trustee and Learning reached a settlement in which Learning agreed to pay \$250,000 to the estate in exchange for a limited release. Both the Trustee and the estate inspectors were of the view that the settlement was in the best interests of the estate as gave certainty to the repayment and avoided the costs associated with the litigation. Learning has made

all of the payments pursuant to the settlement and the Trustee considers Learning to have completed his financial obligations to the estates pursuant to the settlement agreement.

Tulloch Family

15. As noted in the Third Report, Jerome Tulloch, Kyrsten Tytla and Jocelyn Tytla (collectively the “**Tulloch Family**”) were investors who appeared to have received over \$1 million from the Bankrupts. As a result of their lack of cooperation, the Trustee sought and obtained an Order compelling their attendance at examinations requiring them to answer the Trustee’s questions. The Tulloch Family ultimately attended the examinations and provided evidence of a significant number of payments they had made to Pleterski. These payments were not readily apparent from Pleterski’s bank statements which often showed bulk deposits without corresponding details indicating the source of the deposits. Based on the records provided by the Tulloch Family, the Trustee determined that the actual amount that they benefitted was \$346,157.01 (\$596,157.01 if cash payments were not included).
16. During their examinations, members of the Tulloch family advised the Trustee that they had believed Pleterski’s representations to them that they had made a substantial profit on their original investment. When asked why they were repaid when others had not been, they explained that they were early investors who were diligent in collecting from Pleterski.
17. The Tulloch Family provided the Trustee with disclosure demonstrating that they did not have the financial means to repay the \$346,157.01 they had profited. With approval from the estate inspectors, the Tulloch Family entered into a settlement agreement whereby they were required to repay a total of \$125,000 to the estate by March 31, 2024. The first installment of \$100,000 was paid on August 28, 2023. Provided the Tulloch Family makes their remaining payments and otherwise abides by the terms of the settlement agreement, they will have the benefit of a limited release. The Trustee and the estate inspectors believe that this is a fair outcome for the estate which avoids the potential for protracted and expensive litigation.

Winston Blenman

18. As noted in the Third Report, Winston Blenman (“**Blenman**”) was an investor who appeared to have received over \$1 million from the Bankrupts. As a result of his lack of

cooperation, the Trustee sought and obtained an Order compelling his attendance at an examination requiring that he answer the Trustee's questions.

19. During Blenman's examination, he provided evidence that he had paid significant funds to Pleterski and to others on behalf of Pleterski. The Trustee determined that the financial benefit to Blenman was minimal and that it was not cost effective to pursue litigation to recover any funds from Blenman.

Colin Murphy

20. As noted in the Third Report, Colin Murphy ("**Murphy**") was an investor and originator who appears to have received over \$1.3 million from the Bankrupts. On July 12, 2023, Murphy filed a consumer proposal under the *Bankruptcy and Insolvency Act*. The Trustee filed a proof of claim on behalf of the estate of the Bankrupts in Murphy's proposal proceedings for \$900,000 (\$1.3 million paid to Murphy less \$400,000 Murphy demonstrated as paid to Pleterski). According to Murphy's statement of affairs, he has approximately \$100,000 of realizable assets but these assets may be encumbered. The Trustee expects some recovery from Murphy.

UNRESOLVED LITIGATION MATTERS

21. Below is a summary of the litigation assets of the estate which remain unresolved as at the date of this Fifth Report:

Westney

22. The Trustee sought the return of a \$500,000 deposit (the "**Westney Deposit**") relating to a property located at 725 Westney Road in Ajax, Ontario (the "**Westney Property**"). The issue is summarized in the Third Report. On May 25, 2023, the Trustee sought for an Order that the Westney Deposit be paid to the Trustee for the benefit of the Bankrupts' creditors whereas the seller sought an order for the Westney Deposit to be paid to the seller.
23. On September 29, 2023, the Ontario Superior Court ruled that the Westney Deposit of \$500,000 should be paid to the Trustee along with a further \$15,000 for the Trustee's legal costs. Attached as **Appendix "B"** is a copy of the Court Order and the related

endorsement explaining the rationale for the decision. 2649360 Ontario Inc., the landlord of the Westney Property, is appealing the decision. No hearing date has been set for the appeal, but the Trustee does not expect the appeal will be heard until early in 2024.

Sunray

24. As noted in the Third Report, there were two assets of interest to the Trustee involving Sunray Group of Hotels Inc. and related entities and individuals (“**Sunray**”). The first was a McLaren Senna sports car which was provided by Sunray to the Trustee and, following a negotiation between the Trustee and a lienholder which had filed a lien on the car, was ultimately sold for approximately \$1.3 million. The Trustee considers the matter to have been resolved.
25. The second asset of interest was a \$500,000 deposit related to a home located at 5126 Lakeshore Road, Burlington, Ontario (the “**Burlington Property**”) and any potential equity in the home which was owned by Sunray. Similar to the Westney Deposit, this \$500,000 appears to have been paid by Pleterski using investor money without their consent.
26. The Burlington Property was sold for \$8,400,000 on May 17, 2023. Sunray appears to have made a profit as the Burlington Property was sold for more than the mortgage balance owed by Pleterski to Sunray. The Trustee has been advised that the purchaser of the property has commenced litigation against Sunray in an attempt to void the transaction. Sunray has defended the litigation.
27. The Trustee continues to consider its position in respect of its rights regarding the Burlington Property.

Other Parties

28. The Trustee is assessing other parties who financially benefitted but cannot comment further at this time.

OTHER MATTERS AND NEXT STEPS

29. There have been questions asked of the Trustee related to Akil Heywood who served as one of the five inspectors of the estate; Heywood was appointed by the creditors at the first meeting of creditors which occurred shortly after the Bankruptcy Orders were granted.

The Trustee cannot comment on an active police investigation, but can confirm that Mr. Heywood resigned as an inspector on July 7, 2023.

30. Certain investors have also asked questions about videos recently posted online wherein Pleterski appears to be in possession of valuable digital assets held on Steam, a video game digital distribution service and storefront. The Trustee, together with a colleague from Grant Thornton's forensics practice, confronted Pleterski with this allegation. Pleterski explained that the inventory of assets displayed in the videos in question was not real. Pleterski further explained, in detail, how he manufactured the appearance of being in possession of these digital assets. The Trustee has requested Pleterski's login information to confirm his claims and has contacted the Valve Corporation (the developer of Steam) seeking to obtain access to Pleterski's Steam account(s) to confirm Pleterski's representations that he did not own these digital assets. As of the date of this Fifth Report, the Trustee has not received access.
31. The Trustee continues to administer the claims process as proofs of claim are received. To date, the Trustee has paid out four dividends to proven creditors totalling \$3.15 million.
32. The Trustee considers the administration of the estate to be substantially complete with the exception of a small number of unresolved litigation matters described above. The amount and timing of a potential fifth dividend depends on the outcome of these matters.
33. In late 2023 or early 2024, prior to the statutory deadline, the Trustee will appear at Pleterski's discharge hearing. The Trustee's position on Pleterski's conduct is outlined in the Third Report.

DATED at Toronto, Ontario this 18th day of October 2023.

GRANT THORNTON LIMITED

In its capacity as Trustee for the bankrupt estate of
Aiden Pleterski and AP Private Equity Limited
and not in its personal or corporate capacity

Per.



Rob Stelzer, CPA, CA, CIRP, LIT

Senior Vice President

IN IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceedings commenced at Toronto, Ontario

FIFTH REPORT OF THE TRUSTEE

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Lawyers for Grant Thornton Limited, in its capacity
as trustee in bankruptcy of the estates of AP Private
Equity Limited and Aiden Pleterski

Appendix “12”

Grant Thornton Limited**Claims Register**

In the Matter of the Bankruptcy of
AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED
of the Town of Whitby, in the Province of Ontario

Insolvency Date: 09-Aug-2022
Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
Preferred creditors						
1. Edge Imaging Inc.	Yes	Admitted			109,081.00	109,081.00
Total : Preferred creditors					109,081.00	109,081.00
Secured creditors						
1. VW Credit Canada, Inc. Attn: Yannick Lizotte 13735238	Yes	Withdrawn			109,969.69	
Total : Secured creditors					109,969.69	
Unsecured creditors						
1. 2287744 Ontario Inc.	Yes	Admitted			1,125.20	1,125.20
2. 9319697 Canada Ltd. Attn: Sacha Singh	Yes	Admitted			3,865,000.00	3,865,000.00
3. Adrian Bryan	Yes	Admitted		30,000.00	30,000.00	30,000.00
4. Akil Heywood GarnOrd CV-23-0069759-10000	Yes	Partially Disallowed		740,000.00	265,000.00	265,000.00
5. Alexander Bourne	No			75,000.00		
6. Alexander J Xenophontos	No			4,000.00		
7. Alexander Otoo	Yes	Admitted			250,000.00	250,000.00
8. Alice Chormenka	Yes	Admitted		75,000.00	72,300.00	72,300.00
9. Andre Johnson	Yes	Admitted			40,000.00	40,000.00
10. Andrea Samuels	Yes	Admitted			50,000.00	50,000.00
11. Andres Castrelo	Yes	Admitted		200,000.00	300,000.00	300,000.00
12. Atalia Charles	No			4,000.00		
13. Aura Larios	Yes	Admitted		20,000.00	20,000.00	20,000.00
14. Banknote Capital Inc Attn: John Mather Banknote Capital Inc	Yes	Admitted			4,619,300.00	3,210,500.00
15. Bart Drozdziejewicz	Yes	Admitted		100,000.00	100,000.00	100,000.00
16. Bernie Bickle	No			10,000.00		
17. Bill Senyk	Yes	Admitted		100,000.00	100,000.00	100,000.00
18. Bill Senyk	No					
19. Bobby Leqatikoitoga	Yes	Admitted		100,000.00	100,000.00	100,000.00
20. Brad Rogers	Yes	Admitted		750,000.00	750,000.00	750,000.00
21. Braden Martyniuk	Yes	Admitted			250,000.00	250,000.00
22. Brandon Burlon	Yes	Admitted		50,000.00	50,000.00	50,000.00

Claims Register for AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED - Continued

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
23. Brent Bolahood	Yes	Admitted		20,000.00	20,000.00	20,000.00
24. Brian Valente	Yes	Disallowed			166,064.52	
25. Bryce Vail	Yes	Partially Disallowed			355,000.00	228,750.00
26. Cameron Murle	Yes	Admitted			50,000.00	50,000.00
27. Cara Funk	Yes	Admitted		150,000.00	150,000.00	150,000.00
28. Carson Aikin	Yes	Admitted		8,000.00	8,000.00	8,000.00
29. Cataleya Santiago	Yes	Admitted			19,050.00	19,050.00
30. Charles Stern Accounting Inc.	Yes	Admitted			552,000.00	403,000.00
31. Chris Kiritsis	Yes	Admitted		100,000.00	100,000.00	100,000.00
32. Chris Winn	Yes	Disallowed			70,000.00	
33. Christina Phillips	Yes	Disallowed			20,000.00	
34. Christine Meneil	Yes	Admitted			100,000.00	100,000.00
35. Chrystie Junkin	Yes	Admitted		100,000.00	100,000.00	100,000.00
36. Craig Johnson	Yes	Partially Disallowed		50,000.00	100,000.00	100,000.00
37. Dana Calvert	Yes	Admitted		150,000.00	150,000.00	150,000.00
38. Darnell Williams	Yes	Admitted			20,000.00	20,000.00
39. Darren Walker	Yes	Admitted		50,000.00	200,000.00	200,000.00
40. David Hotrum	Yes	Admitted		170,000.00	320,000.00	320,000.00
41. David Reale	No			35,000.00		
42. Denise Waddell	Yes	Admitted		60,000.00	60,000.00	60,000.00
43. Derek Keenan	Yes	Admitted			500,000.00	500,000.00
44. Derek Linton	Yes	Admitted		100,000.00	100,000.00	100,000.00
45. Derick Gay	Yes	Admitted			100,000.00	100,000.00
46. Derron Braham	No			95,000.00		
47. Diana Ramgobin	Yes	Admitted		350,000.00	510,000.00	510,000.00
48. Diane Moore	No			50,000.00		
49. Dominic Beck	Yes	Admitted			50,000.00	50,000.00
50. Dominic Tanaka	Yes	Admitted			10,000.00	10,000.00
51. Donavon Elias Walker	No			30,000.00		
52. Dushandan Selvakumarasingam	Yes	Partially Disallowed		30,000.00	145,000.00	65,000.00
53. Dwayne Kellyman	No			20,000.00		
54. Eeon McKeller	No			47,000.00		
55. Edge Imaging Inc.	Yes	Admitted		1.00		
56. Edward Oulds	Yes	Admitted		200,000.00	200,000.00	200,000.00
57. Elaine Heyes	Yes	Admitted			50,000.00	50,000.00

Claims Register for AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED - Continued

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
58. Elizabeth Bacchus	Yes	Partially Disallowed			150,000.00	150,000.00
59. Elizabeth D. King	Yes	Disallowed			40,000.00	
60. Emmanuel Kwong	No			50,000.00		
61. Eon Darnell Williams	No			20,000.00		
62. Eric Stein	Yes	Admitted		50,000.00	50,000.00	50,000.00
63. FCT Default Solutions for TD Bank	No			1.00		
64. George Wedderburn	No			10,000.00		
65. Grant Desjardine	Yes	Admitted			100,000.00	100,000.00
66. GTA Exotics Inc.	Yes	Admitted		940,000.00	940,000.00	940,000.00
67. Iain Meldrum	Yes	Admitted		395,642.00	395,642.00	395,642.00
68. Irene Skrypnyk	Yes	Admitted		100,000.00	100,000.00	100,000.00
69. ITD Investments Inc.	Yes	Admitted			50,000.00	50,000.00
70. Jaime Barrow	No			12,000.00		
71. James Otoole	Yes	Admitted			100,000.00	100,000.00
72. James Teichert Allred	Yes	Disallowed			173,371.19	
73. Janice Dennis	Yes	Admitted		200,000.00	200,000.00	200,000.00
74. Jaret Bilich	Yes	Admitted			100,000.00	100,000.00
75. Jason Affleck	Yes	Disallowed			80,000.00	
76. Jason Hamel	Yes	Disallowed			250,000.00	
77. Jason Price	Yes	Admitted		105,000.00	105,000.00	105,000.00
78. Jeff Dignard	Yes	Admitted		550,000.00	950,000.00	950,000.00
79. Jeffrey Caplan	Yes	Admitted		100,000.00	100,000.00	100,000.00
80. Jennifer Miners	Yes	Admitted		360,000.00	287,866.47	287,866.47
81. Jeremiah Elie	No			45,000.00		
82. Jeremy White	Yes	Admitted			50,000.00	50,000.00
83. JMA International	Yes	Disallowed			80,000.00	
84. Joel E Anderson	No			45,000.00		
85. Joepi Limited	Yes	Admitted			510,000.00	510,000.00
86. John Dantas	Yes	Admitted			100,000.00	100,000.00
87. John Garvey	Yes	Admitted			40,000.00	40,000.00
88. John Slowakiewicz	Yes	Admitted			115,000.00	115,000.00
89. Jon Killian	No			400,000.00		
90. Jonathan Killian	Yes	Admitted			300,000.00	300,000.00
91. Josephine Lymberopolous	Yes	Admitted		100,000.00	100,000.00	100,000.00
92. Josephine Lymberopoulos	No			100,000.00		
93. Justin Lesnick	Yes	Admitted		500,000.00	460,000.00	460,000.00
94. Karen Gordon	Yes	Admitted		150,000.00	175,000.00	175,000.00

Claims Register for AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED - Continued

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
95. Kathy & Colm O'Reilly	Yes	Admitted		50,000.00	50,000.00	50,000.00
96. Kayron Grant	No			25,000.00		
97. Kelli Green	Yes	Admitted		100,000.00	100,000.00	100,000.00
98. Ken McGowan	Yes	Admitted			50,000.00	50,000.00
99. Kevin Kasim	Yes	Admitted			40,000.00	40,000.00
100. Kevin Lenard	Yes	Disallowed			70,000.00	
101. Kevin Powell	Yes	Admitted		210,000.00	210,000.00	210,000.00
102. Kristian Calibuso	Yes	Disallowed			274,743.68	
103. Krystal Arseneault	Yes	Admitted			50,000.00	50,000.00
104. Kyle Barnett	No			50,000.00		
105. Kyle Wood	Yes	Admitted		20,000.00	20,000.00	20,000.00
106. L.R.G. CORP. Attn: Lawson Gay	Yes	Admitted		270,000.00	270,000.00	270,000.00
107. Larry N Cole	Yes	Admitted		50,000.00	50,000.00	50,000.00
108. Laurie McCallum	Yes	Admitted			75,000.00	75,000.00
109. Lee-Ann Wood	Yes	Admitted		45,000.00	50,000.00	50,000.00
110. Lei Zhang	Yes	Admitted		180,000.00	180,000.00	180,000.00
111. Leigh Rutland	Yes	Admitted			40,000.00	40,000.00
112. Leon Francis	No			20,000.00		
113. Lonny Fairchild	Yes	Admitted			30,000.00	30,000.00
114. Lorrie ??	No			100,000.00		
115. Lorrie Roberts	Yes	Admitted			100,000.00	100,000.00
116. Luciano Valerio	Yes	Admitted		150,000.00	150,000.00	150,000.00
117. Lucinda Sawler	Yes	Partially Disallowed			82,000.00	40,000.00
118. Marco Porco	Yes	Admitted		50,000.00	50,000.00	50,000.00
119. Mario Barbara	Yes	Disallowed			1.00	
120. Mario Palumbo	Yes	Admitted		200,000.00	175,000.00	175,000.00
121. Marizan Chandrasegar	Yes	Admitted		2,840.00	50,000.00	50,000.00
122. Marshall Thompson	Yes	Admitted			100,000.00	100,000.00
123. Martin Gauthier	No			183,334.00		
124. Mathew Hinn	Yes	Admitted		100,000.00	100,000.00	100,000.00
125. Matt Aikin	Yes	Admitted			20,000.00	20,000.00
126. Matthew Dalton	Yes	Disallowed			40,000.00	
127. Matthew Westby	Yes	Admitted		45,000.00	45,000.00	45,000.00
128. MBNA, a division of The Toronto Dominion Bank	Yes	Admitted			4,866.40	4,866.40
129. Melissa Berney	Yes	Admitted		100,000.00	100,000.00	100,000.00
130. Michael Davies	Yes	Admitted			150,000.00	150,000.00

Claims Register for AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED - Continued

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
131. Michael Gapour	Yes	Admitted		50,000.00	50,000.00	50,000.00
132. Michael Kollaard	Yes	Admitted			50,000.00	50,000.00
133. Michael Oliver	Yes	Admitted		50,000.00	50,000.00	50,000.00
134. Michelle Heyes	Yes	Admitted		1.00	100,000.00	100,000.00
135. Mike Sorichetti	Yes	Admitted		100,000.00	100,000.00	100,000.00
136. Monica Winn	Yes	Admitted			250,000.00	250,000.00
137. Naillab Said	Yes	Admitted		20,000.00	150,000.00	150,000.00
138. Ned Tassone	Yes	Admitted		500,000.00	500,000.00	500,000.00
139. Nelson Lang	Yes	Admitted			500,000.00	500,000.00
140. Neville Thompson	Yes	Admitted		150,000.00	149,000.00	149,000.00
141. Neyron Smallwood	Yes	Admitted			50,000.00	50,000.00
142. Nicholas Bachour	Yes	Admitted		50,000.00	50,000.00	50,000.00
143. Nicole Warnica	Yes	Admitted			83,334.00	83,334.00
144. Noel Carpenter	No			10,000.00		
145. Oliver Ward	Yes	Admitted		40,000.00	40,000.00	40,000.00
146. Omar Ali	Yes	Admitted			100,000.00	100,000.00
147. Patrick Fetras	No			20,000.00		
148. Paul McCurbin	Yes	Admitted		100,000.00	100,000.00	100,000.00
149. Pedro Salomao	Yes	Admitted			40,000.00	40,000.00
150. Quiana Brown	Yes	Admitted		1.00	50,000.00	50,000.00
151. Ramez Oueidat	Yes	Admitted		50,000.00	50,000.00	50,000.00
152. Raymond James Abbott	Yes	Admitted			150,000.00	150,000.00
153. Renita Persaud	No			10,000.00		
154. Rick Wernik	Yes	Admitted			300,000.00	300,000.00
155. Robert Silipo	Yes	Admitted		100,000.00	100,000.00	100,000.00
156. Ronald A. Shute	Yes	Admitted			100,000.00	100,000.00
157. Rosie Stojanovski	No			400.00		
158. Roy Smallwood	Yes	Admitted		45,000.00	45,000.00	45,000.00
159. Royal Interior Design Ltd. Attn: Catherine-Lucie Horber	Yes	Admitted			250,000.00	250,000.00
160. Rustin Jafari	Yes	Admitted			44,000.00	44,000.00
161. Ryan Brown	Yes	Admitted		100,000.00	100,000.00	100,000.00
162. Ryan Holland	Yes	Admitted		390,000.00	190,000.00	190,000.00
163. Sabrina Gurd	Yes	Admitted			22,000.00	22,000.00
164. Samjeev Goel	No			100,000.00		
165. Sang-Wook Hwang	Yes	Admitted			100,000.00	100,000.00
166. Sarah Hull	Yes	Admitted		220,000.00	77,000.00	77,000.00

Claims Register for AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED - Continued

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
167. Sarah Hull & Associates Ltd.	Yes	Admitted			135,000.00	135,000.00
168. Satwinder Singh	Yes	Admitted		50,000.00	50,000.00	50,000.00
169. Saudia Crossfield	Yes	Admitted		100,000.00	100,000.00	100,000.00
170. Sayed Minayar	Yes	Admitted		44,000.00	50,000.00	50,000.00
171. Scott Theis	Yes	Admitted		100,000.00	100,000.00	100,000.00
172. Sebastian Drozdiewicz	Yes	Admitted			100,000.00	100,000.00
173. Seun Bammeke	Yes	Admitted		40,000.00	50,000.00	50,000.00
174. Shawn Gendron	Yes	Partially Disallowed			560,000.00	410,000.00
175. Shayne McCosh	Yes	Admitted		121,000.00	121,000.00	121,000.00
176. Sheila Goodbrand	No			12,000.00		
177. Stacey Green	Yes	Admitted		100,000.00	100,000.00	100,000.00
178. Stefania Basile	Yes	Admitted			45,000.00	45,000.00
179. Stephanie Scott	Yes	Admitted		100,000.00	20,000.00	20,000.00
180. Stephen Proctor	Yes	Admitted		100,000.00	100,000.00	100,000.00
181. Stewart Wilson	No			700,000.00		
182. Sumit Kumar	Yes	Partially Disallowed			100,000.00	50,000.00
183. Sunray Group of Hotels	No			80,000.00		
184. Susan Siu	Yes	Admitted			30,000.00	30,000.00
185. Tasha Aldorasi	Yes	Admitted			130,000.00	130,000.00
186. Terry and Jennifer Reid	Yes	Admitted			50,000.00	50,000.00
187. Terry Chang	No			18,000.00		
188. The Insurance Market	Yes	Admitted		58,834.00	58,834.00	58,834.00
189. Tony McConnachie	Yes	Admitted			50,000.00	50,000.00
190. Tony Reid	No			100,000.00		
191. Trevoy Williams	No			14,000.00		
192. Vasko Grujovski	No			100,000.00		
193. Viktorija Burbo	Yes	Admitted		290,000.00	150,000.00	150,000.00
194. Vinodhini Umamaheswaran	Yes	Admitted		15,000.00	15,000.00	15,000.00
195. Wail Abdel Karim	Yes	Admitted		200,000.00	200,000.00	200,000.00
196. Winson Li	Yes	Admitted			30,000.00	30,000.00
197. Yannick Lizotte	No	Withdrawn				
198. Yaryna Skrypnyk	No			100,000.00		
199. Ysabella Dos Santos	Yes	Admitted			13,330.00	13,330.00
200. Zabrina Albarus	Yes	Admitted		20,000.00	20,000.00	20,000.00
201. Zodiac Fantu	Yes	Admitted		20,000.00	20,000.00	20,000.00
Total : Unsecured creditors				14,845,054.00	30,254,828.46	26,984,598.07

Claims Register for AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED - Concluded

Insolvency Date: 09-Aug-2022

Estate Number: 31-2856382

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
Grand Total:				14,845,054.00	30,473,879.15	27,093,679.07

Appendix “13”

District of	Ontario
Division No.	07 - Hamilton
Court No.	31-2856382
Estate No.	31-2856382

In the Matter of the Bankruptcy of
AIDEN PLETESKI and AP PRIVATE EQUITY LIMITED
of the Town of Whitby, in the Province of Ontario
Form 12
Interim Statement of Receipts and Disbursements

Receipts	Total		
Asset Realizations			\$ 2,990,085
Cash and Bank Drafts			976,294
Recovery from Related Parties			815,000
Recovery from Investors			675,000
Other Assets			109,095
Interest			69,988
Total Receipts			<u>\$ 5,635,461</u>
Disbursements	Fee	HST	
Trustee fees	\$ 962,218	\$ 125,088	\$ 1,087,306
Legal fees	677,085	81,733	758,819
Liquidator fees	52,519	6,828	59,347
Outside Consulting	16,573	2,154	18,727
Legal Fees for the Mareva Plaintiff			97,132
Legal Fees for the Petitioning Creditors			63,535
Commission and Lien Payment			51,257
Sundry			11,260
Distribution payments			3,084,625
Government Levy			65,375
Total Disbursements			<u>\$ 5,297,383</u>
Cash Balance			<u>\$ 338,078</u>

Dated at the City of Toronto in the Province of Ontario, this 18th day of March 2024.
Grant Thornton Limited - Licensed Insolvency Trustee

Appendix “14”



SUPERIOR COURT OF JUSTICE
COUNSEL SLIP/ENDORSEMENT

COURT FILE BK-22-00208582-OT31
NO.: BK-22-00208581-OT-31

DATE: 13 Sep 2022

TITLE OF PROCEEDING **Bankruptcy of Aiden Pleterski and AP Private Equity Limited**
BEFORE MADAM JUSTICE KIMMEL

NAMES OF COUNSEL AND PARTY:

☒ Counsel for Aiden Pleterski- MICHEAL SIMAAN
☒ AIDEN PLETERSKI

PHONE _____

EMAIL msimaan@kramersimaan.com

NAMES OF COUNSEL AND PARTY:

☒ Counsel for the Trustee-LEANNE WILLIAMS & PUYA FESHARAKI
☒ ROB STELZER court appointed Trustee
☐

PHONE _____

EMAIL Pfesharaki@tgf.ca

PHONE lwilliams@tgf.ca

EMAIL rob.stelzer@ca.gt.com

NAMES OF COUNSEL AND OTHER PARTIES:

☐
☐

PHONE _____

EMAIL _____

PHONE _____

EMAIL _____

ENDORSEMENT OF JUSTICE KIMMEL:

[1] After frustrated attempts to gain access to the cell phone and electronic records of the bankrupt Aiden Pleterski ("Pleterski"), Grant Thornton Limited in its capacity as the court appointed trustee in bankruptcy of AP Private Equity Limited ("AP") and Pleterski (the "Trustee"), took the extraordinary step of bringing motion under s. 168(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1085, c. B-3 (the "BIA") for, among other things, the arrest of Mr. Pleterski and the seizure of certain of the bankrupts' property that they had failed to provide to the Trustee, despite repeated requests. The failure of the bankrupts to meaningfully co-operate with the Trustee and comply with their statutory obligations under ss. 158 and 159 of the BIA is well documented.

[2] Pleterski, through his counsel appearing today, has agreed to deliver the requested cell phone for imaging and various other assets that the Trustee has requested and to sign the bankrupts' statements of affairs. The protocol for compliance that has been agreed to between counsel shall be adhered to. It goes without saying that time is of the essence and it is incumbent upon Pleterski to ensure that the bankrupts are in compliance with their outstanding and ongoing statutory obligations.

[3] The Trustee's motion returnable today seeking Pleterski's arrest and other criminal sanctions is adjourned *sine die*. It may be brought back on by the Trustee if there are further instances of non-compliance by the bankrupts that are considered to warrant relief of this nature on a minimum of 3-days' notice. The return of this motion must first be scheduled through the commercial list scheduling office with appropriate materials and steps having been taken, having regard to the nature of the relief sought.

[4] This endorsement shall have immediate effect without the necessity of the issuance and entry of a formal court order.

A handwritten signature in black ink, appearing to read "Kimmel J.", with a stylized, cursive script.

KIMMEL J.

Appendix “15”



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-22-00208581-OT31 /
BK-22-00208582-OT31

DATE: 6 October 2022

NO. ON LIST: _____

TITLE OF PROCEEDING: IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE
EQUITY LIMITED, of the Town of Whitby, in the Province of
Ontario AND IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby, in the Province of
Ontario

BEFORE JUSTICE: MADAM JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Leanne Williams, Puya Fesharaki	Counsel for Trustee; Grant Thornton Limited	lwilliams@tgf.ca ; pfesharaki@tgf.ca
Rob Stelzer		Rob.stelzer@ca.gt.com

For Defendant, Respondent, Responding Party, Defence, Third Party:

Name of Person Appearing	Name of Party	Contact Info
Marie-Josée Sicard, Jinny Kim	OSB	Marie-josée.sicard@ised-isde.gc.ca ; Jinny.kim@ised-isde.gc.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Aiden Pleterski	Self-Represented Respondent	aiden.pleterski@gmail.com ; apleterski32@gmail.com

ENDORSEMENT OF JUSTICE KIMMEL:

[1] When this matter last came before me on September 13, 2022, I noted that: “ The failure of the bankrupts to meaningfully co-operate with the Trustee and comply with their statutory obligations under ss. 158 and 159 of the BIA is well documented.” That endorsement further stated that: “It goes without saying that time is of the essence and it is incumbent upon Pleterski to ensure that the bankrupts are in compliance with their outstanding and ongoing statutory obligations.”

[2] At that time, Mr. Pleterski (“Pleterski”) had agreed, through his counsel, to a protocol for compliance with the Trustee’s demands for him to hand over certain property. On that basis, the Trustee’s motion seeking Pleterski’s arrest and other criminal sanctions was adjourned *sine die*, with express permission for the Trustee to bring the motion back on if there were further instances of non-compliance.

[3] It was only a matter of weeks before the Trustee was forced to bring the motion back on, which resulted in compliance from Pleterski only on the eve of the return of this motion. The Trustee’s motion is brought pursuant to sections 168(2) and/or 198 and 205 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“BIA”). These provisions have not received much judicial consideration. However, the essence of these provisions strikes me as analogous to a civil contempt remedy.

[4] Pleterski has now complied with the Trustee’s most recent requests for his property and co-operation, but only late on October 5, 2022 by delivering his diamond studded Rolex watch and Audi to the Trustee and accepting the suggestion that he bring in his second iPhone for imaging and at the same time receiving back the first iPhone that he provided to the Trustee following the last hearing, which has now been imaged. In the course of this court hearing, it was agreed that Pleterski would attend at the Toronto offices of the Trustee on the morning of October 7, 2022 to bring in his second iPhone for imaging and he will receive his first iPhone in return. Pleterski may, at his option, wait for the imaging of his second phone to be completed so he can take it with him later that day. Or he may return to pick it up on another day and time to be arranged with the Trustee.

[5] However, the Trustee is understandably frustrated by the repeated lack of co-operation from Pleterski that has resulted in much additional time and expense, and is still asking the court to make the requested order for Pleterski’s arrest. The court does not condone this type of behaviour, involving disregard of court ordered and statutory obligations and last minute compliance.

[6] That said, the court also does not grant warrants for the arrest, detention and incarceration of individuals in civil matters, even when they have acted in contempt of the court’s previous orders, except in very extenuating circumstances.

[7] Civil contempt orders serve a dual purpose. One purpose is practical and focused on the parties before the court: seeking to ensure that the contemnor complies with relevant court orders. A sentence for civil contempt is intended to be coercive and persuasive, designed to enforce the rights of a private party. See *Mercedes-Benz Financial v. Kovacevic*, 2009 CanLII9423, [2009] O.J. No. 888, at paras. 7-8. The other purpose is focused on the public at large: signaling that the court and its processes, including court orders, are to be respected. However, a custodial sentence is typically reserved for the most serious contempt or where there

is no choice but to jail a contemnor in order to coerce compliance or to express deterrence and denunciation: See *Pronesti v. 1309395 Ontario Ltd.* 2015 ONSC 1139, at para. 38; *Astley v. Verdun*, 2014 ONSC 7136, at paras. 19-20.

[8] So far, the two times that the Trustee has brought forward its motion, it has resulted in the primary objective of compliance being achieved. The Trustee should not be forced to bring motions and threaten contempt-like and quasi-criminal proceedings in order to secure the compliance of these bankrupts. While the extreme remedy of an arrest warrant and an order for detention and incarceration of Pleterski has not been found to be warranted today, I do not foreclose that as a possible future remedy if this pattern of conduct continues.

[9] In the meantime, I asked the Trustee if there were any other remedies or recourse that it would like to seek today as a result of the bankrupts' conduct. The Trustee decided not to seek any monetary penalty or costs as it was viewed as unlikely to achieve the objectives of compliance and/or deterrence where the bankrupts have claimed to have no assets outside of those seized and would be dependent upon others to assist with compliance with such monetary orders. The Trustee's immediate goal is to avoid future unnecessary time and expense in its ongoing work, that is determinantal to the creditors of the bankrupts. To that end, for today's purposes, an order for substituted service under Rule 16.04 was requested, for purposes of the service of future materials on the bankrupts.

[10] Pleterski's two operating email addresses are noted at the top of this endorsement and he has confirmed that he will be able to access emails sent to at least one of these addresses to as long as he has one of his iPhones. It is impractical and expensive for the Trustee to have to continue to find and serve Pleterski when he is sometimes represented by counsel and sometimes not, and it appears that service to both of Pleterski's emails will suffice to bring matters in these proceedings to his attention. I consider an omnibus order for substituted service, permitting the Trustee to serve both Pleterski and AP Private Equity Limited by sending any future court or other materials in these bankruptcy proceedings to Pleterski at the two email addresses indicated at the top of this endorsement, to be appropriate in the circumstances, and I so order. Materials should also be sent by email to Pleterski's counsel if he is represented.

[11] However, this order for substituted service is not at this time made in respect of any future contempt-like proceedings as may be brought by the Trustee pursuant to ss. 168(2), 198 and/or 205 of the BIA. Those proceedings should be served personally if possible. It will be incumbent upon the Trustee to satisfy the court if they are served other than personally at the time that any such further requests for arrest, detention and/or incarceration come before the court.

[12] This endorsement shall have immediate effect without the necessity of the issuance and entry of a formal court order.

A handwritten signature in black ink, appearing to read "Kimmel J.", with a stylized, cursive script.

KIMMEL J.

Appendix “16”

DATE 2021/07/05	TIME 11:23:13
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SENDING TRANSIT INFORMATION

NAME Pickering Town Centre
 ADDRESS 1355 Kingston Road, Unit 110 - 112a
 Pickering, Ontario, L1V 1B8

TRANSIT 64782

SENDER'S REFERENCE NUMBER 0008353571

SENDER INFORMATION

NAME LINE1 MR DRAGAN D PLETESKI
 NAME LINE2
 ADDRESS 9 Corner Court, Whitby, Ontario, Canada, L1P 1R7

HOME TELEPHONE (647)227-2051

WORK TELEPHONE (905)428-0878

TRANSACTION INFORMATION

EFFECTIVE VALUE DATE	2021/07/05
CURRENCY AND AMOUNT OF TRANSFER	
AMOUNT OF TRANSFER	290,000.00 USD
EXCHANGE RATE 1.2450	361,050.00 CAD
CHARGES	107.50 CAD
TOTAL	361,157.50 CAD

DEBIT ACCOUNT NUMBER 169720879525

BENEFICIARY INFORMATION

NAME JACOB AND CO. MIAMI LLC
 ADDRESS 90 PARK AVE, New York, United States, 10016

CREDIT ACCOUNT NUMBER 6868744175

IBAN/CLABE (IF APPLICABLE)

☒ CREDIT WITH ADVICE ☐ NOTIFY AND PAY

INFORMATION TO BENEFICIARY
NOTIFY AND PAY DETAILS
BENEFICIARY BANK

NAME CITIBANK NA
 ADDRESS 90 PARK AVE, NEW YORK, New York, United States, 10016

It is understood and agreed that The Bank of Nova Scotia may use third party service providers to process this transaction on our behalf. Some of our service providers are located outside of Canada and are subject to foreign legislation. For further information, refer to the Scotiabank Group Privacy Agreement available on-line at the Scotiabank website at www.scotiabank.com. The Bank will not be responsible for any delays, errors or losses for individuals and/or entities based on delivery mechanism used to process this wire payment. Additional fees may be deducted from the transfer by the correspondent(s), a portion of which may be rebated to Scotiabank. In addition, any remittance forwarded outside Canada, and expressed in a currency other than that of the country in which payment is to be made, may be converted by Scotiabank's correspondent bank into the local currency of that country at their buy rate of exchange. Additional fees including foreign exchange and currency conversion charges and other foreign bank handling charges may be deducted from the transfer by the correspondent(s) a portion of which may be rebated to Scotiabank which rebate amount will depend on the amount of the wire transfer. If the transfer is not completed for any reason whatsoever, the Bank will refund the original transfer amount, less refund expenses and losses (if any) and risks from exchange rate fluctuations, upon receipt of the returned transfer from its agent/correspondent bank. The original transfer fee is non refundable. Transactions conducted after Scotiabank's cutoff time will be processed the next business day.

Appendix “17”

Display Spooled File

File : LIST133
Control :
Find : 576120034622

Page/Line 365/7
Columns 1 - 130

*...+...1...+...2...+...3...+...4...+...5...+...6...+...7...+...8...+...9...+...0...+...1...+...2...+...3
4536057803730006

MB	DT	070510	070510	SAV	R	576120034622	80000.00	SAVVL	169720879525	.00	H90942955	APP
MB	DT	070510	070510	SAV	R	576120034622	100000.00	SAVVL	169720879525	.00	H90934635	APP
MB	DT	070510	070510	SAV	R	576120034622	100000.00	SAVVL	169720879525	.00	H90936345	APP
MB	DT	070510	070510	SAV	R	576120034622	100000.00	SAVVL	169720879525	.00	H90938217	APP

Appendix “18”

	Name	Email/Memo	ID	To and From	Type	Status	Funding Source	Gross	Amount	Currency	Fee	Net	Balance
May 15, 2022 8:05:37 PM	CSGO.exchange	csgoexchange@outlook.com	6TRS576CT423910F	To CSGO.exchange	Subscription Payr	Denied	Credit Card Visa Debit Card XXXX-XXXX-XXXX-2003	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
May 15, 2022 8:05:36 PM	CSGO.exchange	csgoexchange@outlook.com	35A08400FR2930036	To CSGO.exchange	Subscription Payr	Denied	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
May 1, 2022 9:14:19 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	76FD0267YV5833438	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Apr 15, 2022 8:22:05 PM	CSGO.exchange	csgoexchange@outlook.com	8IG62312CS0038089Y	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Apr 9, 2022 7:13:45 AM	HYPPATIAN ENTERTAINMENT INC. o/a TRAPPED Mississauga	mohamed.elishamy@trappedmississauga.com	4UJA90108T05556034	To HYPPATIAN ENTERTAINMENT INC. o/a TRAPPED Mississauga	Web Accept Paym	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4563.28 CAD	\$	63.28 CAD	CAS0.00 CAD	-\$4563.28 CAD	CAS0.00 CAD
Mar 31, 2022 6:12:43 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	3KC92628L29462033	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Mar 15, 2022 7:34:41 PM	CSGO.exchange	csgoexchange@outlook.com	9R883351W00404723	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Feb 28, 2022 10:47:38 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	2WN183075F601834P	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,285.38 USD	\$	2,285.38 USD	\$0.00 USD	-\$2,285.38 USD	\$0.00 USD	
Feb 28, 2022 7:48:32 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	70I88918D58177239	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Feb 15, 2022 7:08:42 PM	CSGO.exchange	csgoexchange@outlook.com	4LE73357H8990403U	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Feb 14, 2022 1:36:17 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	74179891UB5564315	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,425.22 USD	\$	7,425.22 USD	\$0.00 USD	-\$7,425.22 USD	\$0.00 USD	
Feb 14, 2022 12:17:02 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	79W5744081J21445F	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,077.88 USD	\$	2,077.88 USD	\$0.00 USD	-\$2,077.88 USD	\$0.00 USD	
Feb 13, 2022 3:36:04 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	3U298409GB1648629	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,025.06 USD	\$	2,025.06 USD	\$0.00 USD	-\$2,025.06 USD	\$0.00 USD	
Feb 11, 2022 3:34:25 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	4AF72618SN474720Y	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,050.12 USD	\$	4,050.12 USD	\$0.00 USD	-\$4,050.12 USD	\$0.00 USD	
Feb 10, 2022 2:38:16 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	3FV66719G6975183X	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,463.50 USD	\$	3,463.50 USD	\$0.00 USD	-\$3,463.50 USD	\$0.00 USD	
Feb 10, 2022 2:21:00 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	97275852H2255390Y	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,319.77 USD	\$	5,319.77 USD	\$0.00 USD	-\$5,319.77 USD	\$0.00 USD	
Feb 9, 2022 12:57:57 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	0E521507GF751251F	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,457.45 USD	\$	3,457.45 USD	\$0.00 USD	-\$3,457.45 USD	\$0.00 USD	
Jan 28, 2022 6:03:09 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	9L19374111668720E	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Jan 20, 2022 3:37:13 AM	JWS International S.a.r.l.	paypal@jwsinternational.com	1KG57238G26505724	To JWS International S.a.r.l.	Billing Agreement	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$45359.33 CAD	\$	359.33 CAD	CAS0.00 CAD	-\$45359.33 CAD	CAS0.00 CAD
Jan 19, 2022 10:54:24 AM	JWS International S.a.r.l.	paypal@jwsinternational.com	3BVS992660533450U	To JWS International S.a.r.l.	Billing Agreement	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$45359.33 CAD	\$	359.33 CAD	CAS0.00 CAD	-\$45359.33 CAD	CAS0.00 CAD
Jan 15, 2022 7:00:11 PM	CSGO.exchange	csgoexchange@outlook.com	1VN72225T14354839	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Jan 14, 2022 1:17:13 PM	JWS International S.a.r.l.	paypal@jwsinternational.com	57P4696795896402M	To JWS International S.a.r.l.	Billing Agreement	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$45359.33 CAD	\$	359.33 CAD	CAS0.00 CAD	-\$45359.33 CAD	CAS0.00 CAD
Jan 12, 2022 7:08:25 AM	JWS International S.a.r.l.	paypal@jwsinternational.com	4KW33499DV5652351	To JWS International S.a.r.l.	Billing Agreement	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$45359.33 CAD	\$	359.33 CAD	CAS0.00 CAD	-\$45359.33 CAD	CAS0.00 CAD
Jan 10, 2022 12:04:25 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	1BTR90095EG303930N	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,836.96 USD	\$	2,836.96 USD	\$0.00 USD	-\$2,836.96 USD	\$0.00 USD	
Jan 9, 2022 12:03:53 AM	JWS International S.a.r.l.	paypal@jwsinternational.com	3CL81422DY4288710	To JWS International S.a.r.l.	Mobile Express C	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$45359.33 CAD	\$	359.33 CAD	CAS0.00 CAD	-\$45359.33 CAD	CAS0.00 CAD
Dec 28, 2021 8:26:41 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	3FC63113P657392U	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Dec 27, 2021 1:54:57 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	95WJ0317B3079725T	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$709.66 USD	\$	709.66 USD	\$0.00 USD	-\$709.66 USD	\$0.00 USD	
Dec 27, 2021 1:43:03 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	1U3B8352CP644573V	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,834.86 USD	\$	2,834.86 USD	\$0.00 USD	-\$2,834.86 USD	\$0.00 USD	
Dec 23, 2021 12:53:48 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	4U241175E24965643	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,854.91 USD	\$	4,854.91 USD	\$0.00 USD	-\$4,854.91 USD	\$0.00 USD	
Dec 15, 2021 6:13:11 PM	CSGO.exchange	csgoexchange@outlook.com	4UC641906R6533019	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Dec 14, 2021 11:53:05 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	9I405075K89808115	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$525.72 USD	\$	525.72 USD	\$0.00 USD	-\$525.72 USD	\$0.00 USD	
Dec 11, 2021 10:46:39 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	95M86127KR1197642	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,281.38 USD	\$	7,281.38 USD	\$0.00 USD	-\$7,281.38 USD	\$0.00 USD	
Dec 11, 2021 10:46:07 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	005207576A148714I	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$6,538.06 USD	\$	6,538.06 USD	\$0.00 USD	-\$6,538.06 USD	\$0.00 USD	
Dec 11, 2021 10:36:53 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	3N5118452X288390E	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,295.10 USD	\$	4,295.10 USD	\$0.00 USD	-\$4,295.10 USD	\$0.00 USD	
Dec 10, 2021 10:57:50 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	30M8201811639061M	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,085.95 USD	\$	5,085.95 USD	\$0.00 USD	-\$5,085.95 USD	\$0.00 USD	
Dec 10, 2021 6:05:58 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	5VX45960BK286362P	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,695.97 USD	\$	4,695.97 USD	\$0.00 USD	-\$4,695.97 USD	\$0.00 USD	
Dec 9, 2021 12:54:56 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	9XK88426U0594362T	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD	
Dec 9, 2021 12:51:05 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	38B8357704P1829111	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD	
Dec 9, 2021 12:50:05 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	0E334947NW638001J	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,571.92 USD	\$	3,571.92 USD	\$0.00 USD	-\$3,571.92 USD	\$0.00 USD	
Dec 9, 2021 12:49:18 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	1AG32643C05249407	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD	
Dec 8, 2021 11:04:45 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	7M171066A1957402T	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$1,176.72 USD	\$	1,176.72 USD	\$0.00 USD	-\$1,176.72 USD	\$0.00 USD	
Dec 8, 2021 2:43:58 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	1A287290CC2036354	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD	
Dec 3, 2021 12:13:27 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	4LW546658R7678035	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$6,422.29 USD	\$	6,422.29 USD	\$0.00 USD	-\$6,422.29 USD	\$0.00 USD	
Dec 3, 2021 11:50:16 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	9YD62596U1320390C	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,699.50 USD	\$	4,699.50 USD	\$0.00 USD	-\$4,699.50 USD	\$0.00 USD	
Dec 3, 2021 11:36:42 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	6KY66608T19356220	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,361.43 USD	\$	4,361.43 USD	\$0.00 USD	-\$4,361.43 USD	\$0.00 USD	
Nov 27, 2021 8:16:38 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	7CP24706F48430835	To CS VIRTUAL TRADE LTD	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.99 USD	\$	8.99 USD	\$0.00 USD	-\$8.99 USD	\$0.00 USD
Nov 22, 2021 4:35:32 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	97C92133D79027211	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,308.57 USD	\$	3,308.57 USD	\$0.00 USD	-\$3,308.57 USD	\$0.00 USD	
Nov 22, 2021 3:33:01 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	7CG96012M5353824V	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,596.48 USD	\$	7,596.48 USD	\$0.00 USD	-\$7,596.48 USD	\$0.00 USD	
Nov 20, 2021 11:08:28 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	2PW65634N1628672V	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$1,059.04 USD	\$	1,059.04 USD	\$0.00 USD	-\$1,059.04 USD	\$0.00 USD	
Nov 19, 2021 8:52:07 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	27591564V58380033	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$138.15 USD	\$	138.15 USD	\$0.00 USD	-\$138.15 USD	\$0.00 USD	
Nov 15, 2021 4:15:36 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	1WW105468J6472131	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$97,18.96 USD	\$	9,718.96 USD	\$0.00 USD	-\$97,18.96 USD	\$0.00 USD	
Nov 15, 2021 4:11:04 PM	CSGO.exchange	csgoexchange@outlook.com	35877994DY441890W	To CSGO.exchange	Recurring Paymei	Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8.00 USD	\$	8.00 USD	\$0.00 USD	-\$8.00 USD	\$0.00 USD
Nov 15, 2021 3:53:53 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	74L14750EG514625X	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,596.48 USD	\$	7,596.48 USD	\$0.00 USD	-\$7,596.48 USD	\$0.00 USD	
Nov 15, 2021 3:14:38 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	96GU0281VM8802318	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$690.85 USD	\$	690.85 USD	\$0.00 USD	-\$690.85 USD	\$0.00 USD	
Nov 15, 2021 2:30:56 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	13Y57866W1762940	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$290.15 USD	\$	290.15 USD	\$0.00 USD	-\$290.15 USD	\$0.00 USD	
Nov 15, 2021 1:33:27 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	4MR106740J116403U	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$334.28 USD	\$	334.28 USD	\$0.00 USD	-\$334.28 USD	\$0.00 USD	
Nov 15, 2021 1:31:43 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	1N562728N073052V	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$1,076.98 USD	\$	1,076.98 USD	\$0.00 USD	-\$1,076.98 USD	\$0.00 USD	
Nov 14, 2021 1:31:28 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	5H31329478711924N	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$6,366.37 USD	\$	6,366.37 USD	\$0.00 USD	-\$6,366.37 USD	\$0.00 USD	
Nov 13, 2021 6:03:38 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	8Y581924U45130201	To CS VIRTUAL TRADE LTD	Express Checkout Complete	Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8,912.90 USD	\$	8,912.90 USD	\$0.00 USD	-\$8,912.90 USD	\$0.00 USD	

Nov 7, 2021 10:38:30 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	78A28715XV755810G	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$9,675.92 USD	\$	9,675.92 USD	\$0.00 USD	-\$9,675.92 USD	\$0.00 USD
Nov 6, 2021 11:04:40 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	2M755166K40339809	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,070.06 USD	\$	3,070.06 USD	\$0.00 USD	-\$3,070.06 USD	\$0.00 USD
Oct 28, 2021 7:36:42 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	5MX9233109623723W	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$568.97 USD	\$	568.97 USD	\$0.00 USD	-\$568.97 USD	\$0.00 USD
Oct 28, 2021 4:51:49 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	64F616110W4076943	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,344.13 USD	\$	2,344.13 USD	\$0.00 USD	-\$2,344.13 USD	\$0.00 USD
Oct 28, 2021 4:42:15 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	1GL56029FE3128260V	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$615.25 USD	\$	615.25 USD	\$0.00 USD	-\$615.25 USD	\$0.00 USD
Oct 28, 2021 4:27:56 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	9WVK18809W1702735A	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD
Oct 28, 2021 4:26:19 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	29H39594YN3201527	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$10,000.00 USD	\$	10,000.00 USD	\$0.00 USD	-\$10,000.00 USD	\$0.00 USD
Oct 27, 2021 6:39:54 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	50824961JP030302M	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Oct 25, 2021 6:37:58 AM	CS VIRTUAL TRADE LTD	paypal@cs.money	02C91857U5928980M	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,119.65 USD	\$	5,119.65 USD	\$0.00 USD	-\$5,119.65 USD	\$0.00 USD
Sep 26, 2021 8:27:11 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	14K375250A185161D	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Aug 31, 2021 3:25:37 PM	ICF Tech EU B.V.	sales@icftech.nl	01F27914WT117462X	To ICF Tech EU B.V.	Billing Agreement Complete Credit Card Visa Debit Card XXXX-XXXX-XXXX-2003	-\$64.39 USD	\$	64.00 USD	\$0.00 USD	-\$64.39 USD	\$0.00 USD
Aug 30, 2021 3:15:25 PM	ICF Tech EU B.V.	sales@icftech.nl	7P53447274132891P	To ICF Tech EU B.V.	Billing Agreement Complete Credit Card Visa Debit Card XXXX-XXXX-XXXX-2003	-\$51.50 USD	\$	51.00 USD	\$0.00 USD	-\$51.50 USD	\$0.00 USD
Aug 30, 2021 3:11:20 PM	ICF Tech EU B.V.	sales@icftech.nl	6BC35797H0520356	To ICF Tech EU B.V.	Billing Agreement Complete Credit Card Visa Debit Card XXXX-XXXX-XXXX-2003	-\$7.82 USD	\$	7.82 USD	\$0.00 USD	-\$7.82 USD	\$0.00 USD
Aug 26, 2021 8:28:12 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	6.17262E+16	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Aug 15, 2021 3:47:45 AM	K2Sports	norm.k2sports@gmail.com	44T78078RY812851H	To K2Sports	Mobile Payment ! Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$195.00 USD	\$	195.00 USD	\$0.00 USD	-\$195.00 USD	\$0.00 USD
Aug 4, 2021 11:00:53 PM	El Fett Projects, INC.	filmjunkie2000@hotmail.com	9F0695937V110631M	To El Fett Projects, INC.	Mobile Web Acee Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,145.00 USD	\$	5,145.00 USD	\$0.00 USD	-\$5,145.00 USD	\$0.00 USD
Jul 26, 2021 11:12:46 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	35122584HH328690M	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Jul 19, 2021 6:01:10 AM	K2Sports	norm.k2sports@gmail.com	9RF557312V001891P	To K2Sports	Mobile Payment ! Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,700.00 USD	\$	7,700.00 USD	\$0.00 USD	-\$7,700.00 USD	\$0.00 USD
Jun 25, 2021 6:02:14 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	74D47859YK396562A	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Jun 15, 2021 9:36:38 PM	上海漫翰朋克电子科技有限公司	paypal@buyironmansuit.com	76054118V126992V	To 上海漫翰朋克电子科技有限公司	Mobile Web Acee Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,424.25 USD	\$	2,424.25 USD	\$0.00 USD	-\$2,424.25 USD	\$0.00 USD
May 25, 2021 7:22:08 PM	CS VIRTUAL TRADE LTD	paypal@cs.money	98781068T5175314U	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
May 14, 2021 9:25:53 PM	上海漫翰朋克电子科技有限公司	paypal@buyironmansuit.com	38D68230E47894443	To 上海漫翰朋克电子科技有限公司	Mobile Web Acee Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,424.25 USD	\$	2,424.25 USD	\$0.00 USD	-\$2,424.25 USD	\$0.00 USD
May 1, 2021 2:01:47 AM	Stefano Mapelli	stebriek@icloud.com	35D7166901745904U	To Stefano Mapelli	Mobile Express C Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	€95.00 EUR	\$	95.00 EUR	€0.00 EUR	€95.00 EUR	€0.00 EUR
Apr 24, 2021 6:36:47 PM	CS VIRTUAL TRADE LTD	paypal@icloud.com	5EN2800685916890T	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Mar 24, 2021 7:31:48 PM	CS VIRTUAL TRADE LTD	n.proshutinskaya@extremum.com	34U55621HA758161F	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Mar 23, 2021 1:38:39 AM	上海漫翰朋克电子科技有限公司	paypal@buyironmansuit.com	40L34454CF137684X	To 上海漫翰朋克电子科技有限公司	Mobile Web Acee Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$2,424.25 USD	\$	2,424.25 USD	\$0.00 USD	-\$2,424.25 USD	\$0.00 USD
Feb 22, 2021 11:35:12 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	00E03040P296890P	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$8,000.00 USD	\$	8,000.00 USD	\$0.00 USD	-\$8,000.00 USD	\$0.00 USD
Feb 22, 2021 1:50:14 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	2H7267244L81125X	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$9,000.00 USD	\$	9,000.00 USD	\$0.00 USD	-\$9,000.00 USD	\$0.00 USD
Feb 22, 2021 1:16:14 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	7DR864134R1824235	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$7,000.00 USD	\$	7,000.00 USD	\$0.00 USD	-\$7,000.00 USD	\$0.00 USD
Feb 21, 2021 7:16:54 PM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	7X089719EY463502C	To CS VIRTUAL TRADE LTD	Recurring Paymei Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$89.99 USD	\$	8.99 USD	\$0.00 USD	-\$89.99 USD	\$0.00 USD
Feb 20, 2021 11:05:30 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	119173965E796084Y	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,000.00 USD	\$	5,000.00 USD	\$0.00 USD	-\$5,000.00 USD	\$0.00 USD
Feb 20, 2021 12:09:29 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	86H27728P0656635L	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$6,000.00 USD	\$	6,000.00 USD	\$0.00 USD	-\$6,000.00 USD	\$0.00 USD
Feb 19, 2021 3:44:21 AM	Prints and Signs International LLC	marketplace@canvaschamp.com	3YH651324V1348058	To Prints and Signs International LLC	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$CA\$106.38 CAD	\$	106.38 CAD	\$CA\$0.00 CAD	-\$CA\$106.38 CAD	\$CA\$0.00 CAD
Feb 19, 2021 2:52:25 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	6V058181K66481335	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,300.00 USD	\$	5,300.00 USD	\$0.00 USD	-\$5,300.00 USD	\$0.00 USD
Feb 19, 2021 1:55:13 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	2KD34483EN40135135	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,600.00 USD	\$	5,600.00 USD	\$0.00 USD	-\$5,600.00 USD	\$0.00 USD
Feb 18, 2021 10:10:25 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	5GD99703G76940947	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$5,500.00 USD	\$	5,500.00 USD	\$0.00 USD	-\$5,500.00 USD	\$0.00 USD
Feb 18, 2021 12:52:05 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	28M89912G117061F	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$1,700.00 USD	\$	1,700.00 USD	\$0.00 USD	-\$1,700.00 USD	\$0.00 USD
Feb 17, 2021 3:25:01 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	6G868425V460124G	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$3,000.00 USD	\$	3,000.00 USD	\$0.00 USD	-\$3,000.00 USD	\$0.00 USD
Feb 15, 2021 4:58:00 AM	zengaming ltd.	jimi@zengaming.com	1J3603308W7311715	To zengaming ltd.	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$0.31 USD	\$	0.31 USD	\$0.00 USD	-\$0.31 USD	\$0.00 USD
Feb 15, 2021 4:57:27 AM	zengaming ltd.	jimi@zengaming.com	85605772U21192723	To zengaming ltd.	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$330.01 USD	\$	330.01 USD	\$0.00 USD	-\$330.01 USD	\$0.00 USD
Feb 14, 2021 8:32:07 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	2U1J762X84844801	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$6,000.00 USD	\$	6,000.00 USD	\$0.00 USD	-\$6,000.00 USD	\$0.00 USD
Feb 14, 2021 8:27:38 AM	CS VIRTUAL TRADE LTD	s.polozov@cs.money	6ND74056UG1385449	To CS VIRTUAL TRADE LTD	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$4,000.00 USD	\$	4,000.00 USD	\$0.00 USD	-\$4,000.00 USD	\$0.00 USD
Feb 14, 2021 3:25:09 AM	zengaming ltd.	jimi@zengaming.com	7YF94923TW574871R	To zengaming ltd.	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$U\$ 0.31 USD	\$	0.31 USD	\$U\$ 0.00 USD	-\$U\$ 0.31 USD	\$U\$ 0.00 USD
Feb 14, 2021 3:24:07 AM	zengaming ltd.	jimi@zengaming.com	0VN40051MS55694AM	To zengaming ltd.	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$U\$ 5,706.94 USD	\$	5,706.94 USD	\$U\$ 0.00 USD	-\$U\$ 5,706.94 USD	\$U\$ 0.00 USD
Feb 14, 2021 3:21:26 AM	zengaming ltd.	jimi@zengaming.com	95268532YW5843111	To zengaming ltd.	Express Checkout Complete Credit Card Visa Credit Card XXXX-XXXX-XXXX-7018	-\$U\$ 10.60 USD	\$	10.60 USD	\$U\$ 0.00 USD	-\$U\$ 10.60 USD	\$U\$ 0.00 USD
CAD Total	\$	1,966.31									
USD Total	\$	311,260.59									
EUR Total	\$	95.00									
CSGO exchange	\$	64.00	USD								
CS VIRTUAL TRADE LTD	\$	284,712.85	USD								
HYPATIAN ENTERTAINMENT IP	\$	63.28	CAD								
JWS International S.a.r.l.	\$	1,796.65	CAD								
ICF Tech EU B.V.	\$	122.82	USD								
K2Sports	\$	7,895.00	USD								
El Fett Projects, INC.	\$	5,145.00	USD								
上海漫翰朋克电子科技有限公司	\$	7,272.75	USD								
Stefano Mapelli	\$	95.00	EUR								
Prints and Signs International L	\$	106.38	CAD								
zengaming ltd.	\$	6,048.17	USD								

Appendix “19”

ShareFile Link to Pleterski Video Showing Steam Skins

<https://tgf.sharefile.com/d-s27290a67591f4be3a2dfd8aba8d6603b>

Appendix “20”

Cooper, Jesse

From: Aiden <apleterski32@gmail.com>
Sent: August 22, 2023 8:05 PM
To: Cooper, Jesse
Cc: Micheal Simaan; Stelzer, Rob; Williams, Sam
Subject: Re: CSGO Inventory and Digital Assets

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

Jesse,

I gave you every bit of info including the email access to the account login. There is no phone linked to that account and never was therefore steam guard is disabled on that account. The info on the account is accurate so I'm unsure why you're not able to login.

I was able to find the account "terskk" and it appears to not have been used since the first half of 2018. So the login details for that account would be long gone as I don't even recall what email would have been used.

[REDACTED]

- Aiden

On Tue, Aug 22, 2023 at 9:50 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

I wanted to follow up with you once again on this.

As per my previous emails, can you please provide us with the following:

- Confirmation of the log in details for the [REDACTED] account, as we were unable to log in with the details you provided.
- Information (and log in details if applicable) for the second account identified when searching for "terskk" with the public link you provided.

[REDACTED]

Thank you,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

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T +1 416 360 2364

E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



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From: Cooper, Jesse

Sent: August 16, 2023 10:11 AM

To: Aiden <apleterski32@gmail.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

I am following up on my email from last week. Have you been able to double check the login information you provided us with for the [REDACTED] account.

Thank you for providing the public link to the account used by your brother (see 'AP Steam 1'). When searching for "terskk" we also found a second account which seems to also at some point have been used by you (see 'AP Steam 2'). Would you be able to remember and provide the login details for this account as well? Is it possible that this was the account that was linked to cs.money?

[REDACTED]

Thanks,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

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E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



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From: Cooper, Jesse
Sent: August 9, 2023 11:51 AM
To: Aiden <apleterski32@gmail.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>
Subject: RE: CSGO Inventory and Digital Assets

[REDACTED]
[REDACTED] Hi Aiden,

Can you please double check the log in information you provided us with?

Furthermore, when we search for an account with that email address, nothing comes up. Using the account name [REDACTED] and password [REDACTED] that you provided us with has not worked for logging in to Steam.

Thank you,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

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E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



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From: Aiden <apleterski32@gmail.com>

Sent: August 9, 2023 11:44 AM

To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Jesse,

There is no phone number linked to the account so that can't be right. Also steam guard is disabled on the account since there is no phone number linked to it. The only thing linked to the account is that email that I provided to you.

- Aiden

On Wed, Aug 9, 2023 at 11:36 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

We are trying to log in, and either the username or password is not correct. We have tried resetting the password, but it sent an authentication request to your phone. (on the Steam mobile app). Can you please approve it? The code is 17930.

Thank you,

Jesse

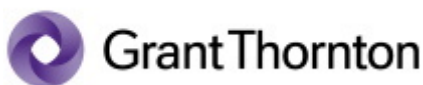
Jesse Cooper, CPA | Senior Associate, Restructuring

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E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



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From: Cooper, Jesse
Sent: August 9, 2023 10:16 AM
To: Aiden <apletherski32@gmail.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>
Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

That makes sense, I will do that.

Thank you,

Jesse

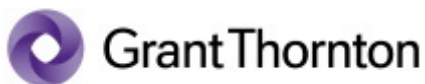
Jesse Cooper, CPA | Senior Associate, Restructuring

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E Jesse.Cooper@ca.gt.com | **W** <http://www.grantthornton.ca/>



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From: Aiden <apletherski32@gmail.com>
Sent: August 9, 2023 10:14 AM
To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam

<Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Jesse,

Would it be easier if I gave you access to the email used for the account? I do not even use the email and will never use it again so i will just give you access. There should be no two factor authentication for the email access.

[REDACTED]

[REDACTED]

So now no need for me to verify anything as you have access to the email for that steam account.

- Aiden

On Wed, Aug 9, 2023 at 10:04 AM Aiden <apletherski32@gmail.com> wrote:

Hey Jesse,

Here is the link to the profile my brother was using. [REDACTED]

- Aiden

On Wed, Aug 9, 2023 at 9:52 AM Aiden <apletherski32@gmail.com> wrote:

Hey Jesse,

No problem. 11 am works.

[REDACTED]

- Aiden

On Wed, Aug 9, 2023 at 9:51 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

That sounds good. We will try to log in to the account you provided us details for at 11 am today. Please keep us updated on your ability to provide the public profile link for the other account.

[REDACTED]

Thank you,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

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From: Aiden <apleterski32@gmail.com>

Sent: August 9, 2023 6:48 AM

To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Hey Jesse,

My apologies. Give me a time you will login to the account, then I will confirm the time and make sure to actively monitor the email at that time for the one time code which I will then email over to you to enter.

Furthermore, my brother said he hasn't used the other account since 2020 and he confirmed the username for that one is [REDACTED] however he does not remember the passcode and if I remember correctly it is linked to the email aiden.pleterski@gmail.com which I no longer have access to. I will try to find the public profile link so I can send the profile to you.

- Aiden

On Tue, Aug 8, 2023 at 11:30 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

I am following up with you for the fourth time on this.

Can you please get back to us to set up a call so we can access the account? It has been over a week since we spoke, can you please provide us with the log in information for the account your brother was using?

Thank you,

Jesse

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From: Cooper, Jesse

Sent: August 3, 2023 12:59 PM

To: Aiden <apleterski32@gmail.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

I wanted to follow up with you once again on this.

Please let us know when we can have that call so you can provide us with the two-factor authentication code. As well, when can we expect to receive the log in details for the account your brother was using?

Thank you,

Jesse

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From: Cooper, Jesse

Sent: August 1, 2023 9:31 AM

To: Aiden <apleterski32@gmail.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

I just wanted to follow up with you on the below.

Also, have you been able to obtain the log in details for the other account from your brother?

Thank you,

Jesse

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From: Cooper, Jesse

Sent: July 31, 2023 9:54 AM

To: Aiden <apleterski32@gmail.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

What time today works for you to have a quick call so we can access the account?

Thank you,

Jesse

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From: Cooper, Jesse

Sent: July 28, 2023 2:46 PM

To: Aiden <apleterski32@gmail.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: RE: CSGO Inventory and Digital Assets

Thank you Aiden.

Jesse Cooper, CPA | Senior Associate, Restructuring

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From: Aiden <apleterski32@gmail.com>
Sent: July 28, 2023 2:44 PM
To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>
Subject: Re: CSGO Inventory and Digital Assets

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[REDACTED]

[REDACTED]

This is for the account used in the live stream which got banned 12 days ago which would be 5 days after the livestream of me using the inventory changer.

I asked my brother about the other account that he used to use for call of duty and other games, just waiting to hear back from him.

- Aiden

On Fri, Jul 28, 2023 at 2:22 PM Aiden <apleterski32@gmail.com> wrote:

Jesse,

You're telling me information that I'm very privy too and that I already know except you are wrong when you say it's not illegal. Valve has the right to shut down your account and on top of this sue for legal damages if skins are sold outside of the game. That being said, a legitimate terms-of-service agreement IS legally binding meaning if gone against it, legal action can be taken which FURTHER means going against terms of service is ILLEGAL! I have no idea why we keep arguing about this as there's nothing there to begin with.

Furthermore cs money one thousand percent had a coinflip gambling feature and I would know because I used to do it and use it.

I told you I will get you access to said accounts today and I'm not arguing with you anymore regarding the legalities of this.

- Aiden

On Fri, Jul 28, 2023 at 2:12 PM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

I just wanted clarify a few things for you. Our understanding is that while trading skins/items outside of the Steam internal market is against terms of service, it is not "illegal" to sell skins/items outside of CSGO. It is also our understanding that the terms and service are not enforced (due to the significant sales of 'cases' and 'keys' which generates one of Valve's largest revenue sources, this revenue would be greatly impacted if users were unable to trade/sell their items for 'real-world' funds), unless the platform offers unlicensed gambling or has broken additional terms of service (e.g. OPSkins was shut down for developing a workaround to Valves trading cooldown controls). Based on our research, [cs.money?](#) does not currently, and never offered gambling services to users. Furthermore, [cs.money?](#) and other third party marketplaces are often sponsors at many of the largest events in the CSGO professional esports space.

To reiterate what we agreed upon yesterday, you will provide us with login details for two different Steam accounts. Presumably, one of these accounts are linked to the [cs.money?](#) account where you spent over \$280,000 USD. If you cannot recall which of the two accounts were used, then we should be able to see that for ourselves anyway once we have access to the accounts, since the sign in to [cs.money?](#) is via a Steam account.

Regards,

Jesse

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From: Aiden <apletherski32@gmail.com>

Sent: July 28, 2023 11:52 AM

To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>

Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Micheal Simaan <msimaan@kramersimaan.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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Rob,

That is not how it works as cs money is not affiliated with steam in any way shape or form. If I reach out to steam and ask about that they not only will not have any information for me, however they will also ban whatever account is in question (there's already a ban on the account I am providing so it doesn't matter anyways).

Explaining all this is no issue as I did on the call with Jesse. Furthermore I am going to reiterate SELLING ITEMS OUTSIDE OF CSGO IS ILLEGAL ON PAPER, so even if there was any in game items that ever existed they would be impossible to recover.

- Aiden

On Fri, Jul 28, 2023 at 11:33 AM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Aiden,

There is \$280,000 USD of investor money which we see in the bank statements as being paid out and it has not been accounted for. At some point, you will have to go before a judge in order to exit bankruptcy and one of the issues that judge will likely consider is whether all your property has been provided to the Trustee.

It may very well be that this \$280,000 USD was gambled or lost, that the texts we have to your brother boasting on the value of digital property were false, and that the recent video of yourself showing off an array of valuable digital assets is fake, but without access to the Steam account we cannot confirm those assertions.

Please look through your records or reach out to Steam and find a way to access your account so we can see what happened to this \$280,000 USD.

Rob

From: Aiden <apleterski32@gmail.com>

Sent: Friday, July 28, 2023 11:19 AM

To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Ummm I just told you I didn't remember what account was used?????

On Fri, Jul 28, 2023 at 11:16 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

We will need access to the Steam account which was linked to the [cs.money?](#) account where \$280,000 USD was spent.

Regards,

Jesse

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From: Aiden <apleterski32@gmail.com>

Sent: July 28, 2023 10:05 AM

To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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I can't remember what account was used.

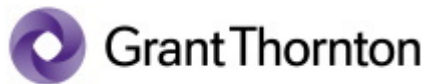
On Fri, Jul 28, 2023 at 9:59 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

That makes sense. We will just need you to clarify which of the Steam accounts was the one that you utilized for [cs.money?](#) as we will likely need to do the 2FA/confirm the access since we will be logging in on a 'new device'.

Thank you,
Jesse

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E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



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From: Aiden <apleterski32@gmail.com>
Sent: July 28, 2023 9:48 AM
To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>
Subject: Re: CSGO Inventory and Digital Assets

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Jesse there is no specific login for cs money as you sign in via your steam account. I will get you the steam acct details today.

- Aiden

On Fri, Jul 28, 2023 at 9:43 AM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

That makes sense, thank you for the clarification.

Further to these account logins, can you also provide us with your login details for your CS.money account that was used to spend approximately \$280,000 USD?

Thank you,

Jesse

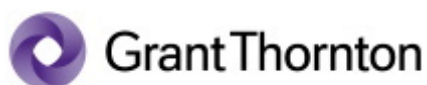
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From: Aiden <apleterski32@gmail.com>

Sent: July 27, 2023 4:48 PM

To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>

Subject: Re: CSGO Inventory and Digital Assets

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No problem, I just want to correct you and say I'm not sure if it's currently in use by him. I only know he used to use it back around I'd say 2020. Last time I logged into it would've been probably 2018 or 2019. Can't remember for sure.

I'll get that for you as soon as I get a chance to change the login details.

- Aiden

On Thu, Jul 27, 2023 at 4:46 PM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden and Micheal,

Thank you for the call earlier this afternoon.

As we agreed on the call, you will provide us with the username and password for two different Steam accounts. The account that was used during the live stream with Adin Ross, as well as your personal account which is now in use by your brother.

Once we have the log in details for both accounts, as discussed, we will co-ordinate a time where we can log into the accounts, and you can provide us with the multi-factor-authentication codes.

Regards,

Jesse

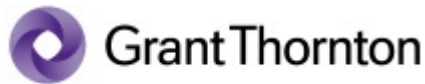
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From: Cooper, Jesse

Sent: July 25, 2023 4:00 PM

To: Micheal Simaan <msimaan@kramersimaan.com>

Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>; apleterski32@gmail.com

Subject: RE: CSGO Inventory and Digital Assets

Hi Micheal,

Thank you. I will send out a Teams invite for 2:30pm on Thursday.

Regards,

Jesse

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From: Micheal Simaan <msimaan@kramersimaan.com>
Sent: July 25, 2023 2:56 PM
To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>; apleterski32@gmail.com
Subject: RE: CSGO Inventory and Digital Assets

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Hi Jesse,

Let's go with Thursday afternoon, at 1:30; 2:30 or 3:30 p.m.

Thanks.

Micheal Simaan
Kramer Simaan Dhillon LLP
Litigation Counsel
120 Adelaide Street West | Suite 2100 | Toronto , Ontario M5H 1T1
T 416 601 0965 | F 416 601 0712 | www.kramersimaan.com

From: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Sent: July-25-23 9:26 AM
To: Micheal Simaan <msimaan@kramersimaan.com>; apleterski32@gmail.com
Cc: Stelzer, Rob <Rob.Stelzer@ca.gt.com>; Williams, Sam <Sam.Williams@ca.gt.com>
Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden and Micheal,

Please let me know which times on Wednesday or Thursday work best to have a call to discuss and go through the inventory.

I am looping in Sam Williams from our office who will also attend the call.

Thank you,
Jesse

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From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: July 24, 2023 11:04 PM
To: Micheal Simaan <msimaan@kramersimaan.com>
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; apleterski32@gmail.com
Subject: RE: CSGO Inventory and Digital Assets

Thanks Micheal. I think your suggestion of a call on Wednesday or Thursday makes sense and will leave it to Jesse to coordinate with Aiden.

[REDACTED]

From: Micheal Simaan <msimaan@kramersimaan.com>
Sent: Monday, July 24, 2023 5:48 PM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; apleterski32@gmail.com
Subject: RE: CSGO Inventory and Digital Assets

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Hi Rob,

I have spoken with Aiden about this and do confess that it took me a little while to be able to understand it, I think I get it now. I might classify the issue as akin to having a "mountain being made out of a molehill" except that there isn't even a molehill in this case.

While it is true that Aiden paid a large sum of money on this "video game" prior to his bankruptcy, this is the type of thing that the younger generation spends money on these days. Further, the money is not just for game accessories but also is used as a form of gambling as well – albeit not for real money. This brings us to the point: once the money is spent, it is now contained within the game itself and cannot be re-sold - meaning it has no value in the real world where we live. For example, if you buy a sword or a shield you can't resell it for CDN or USD and so there is nothing of any value for the Receiver to recover.

In Aiden's case, the items reflected as belonging to Aiden didn't even belong to him, but that isn't really relevant since they would have no value even if they did belong to him (or the gaming avatar that Aiden was using).

If you'd like to set up a phone call with Aiden and I to go over this, that would be fine. Wednesday or Thursday afternoon would work well at our end.

[REDACTED]

Hopefully you will be able to shed some light on these areas of concern for Aiden.

Thanks.

Micheal Simaan
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Litigation Counsel
120 Adelaide Street West | Suite 2100 | Toronto , Ontario M5H 1T1
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From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: July-24-23 10:09 AM
To: Micheal Simaan <msimaan@kramersimaan.com>
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; apleterski32@gmail.com
Subject: FW: CSGO Inventory and Digital Assets

Hi Micheal,

I am following up on Jesse's E-mail below. We note the value of the purchases Aiden has made which total at least \$280,000 USD. I reiterate Jesse's request for a call to review what Aiden shared in these videos and information in order to access these virtual assets.

Rob

From: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Sent: Tuesday, July 18, 2023 10:23 AM
To: Aiden <apleterski32@gmail.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: RE: CSGO Inventory and Digital Assets

Hi Aiden,

While you did provide us with a username for the account, you did not provide us with a password. After a review of your bank records, the attached statement from your Paypal account shows total transfers to CS Virtual Trade Ltd (CS Money) in excess of \$280,000 USD.

I think it would be helpful to have a Teams call where you can share your screen with us to walk us through the account shown in the livestream in order to demonstrate how the inventory was faked. After the call, it would also be helpful to provide Grant Thornton with access to the account shown in the livestream to verify whether the inventory is real or not.

Regards,
Jesse

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Grant Thornton Limited
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T +1 416 360 2364



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From: Aiden <apleterski32@gmail.com>
Sent: July 12, 2023 4:08 PM
To: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: Re: CSGO Inventory and Digital Assets

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*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Hey Jesse,

I provided all details to you for my accounts already as mentioned, (the [REDACTED] login). Furthermore the items and information in said video do not belong to me/are not real; as it is the internet and a was for my friends live stream...

Thanks,
Aiden

On Wed, Jul 12, 2023 at 3:47 PM Cooper, Jesse <Jesse.Cooper@ca.gt.com> wrote:

Hi Aiden,

Earlier today, I was forwarded a video of you on a live stream sharing your inventory of skins in Counter Strike. Please find the video attached for your reference. If you recall, during your 163 examination, you mentioned that you could not recall your Steam log in details, and you undertook to provide us with them. On February 9, 2023, Micheal Simaan provided our counsel with your response to your undertakings, attached. You had claimed that you could not recall your account password at that time.

Could you please provide us with the account name and password for the Steam account with the inventory library shown in the attached video.

Thank you,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

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Appendix “21”

Cooper, Jesse

From: Cooper, Jesse
Sent: March 11, 2024 5:44 PM
To: Aiden
Cc: Wiebe, Jake; Micheal Simaan
Subject: CS:GO Skins and Bank Statement Follow Up

Hi Aiden,

I wanted to connect with you once more regarding your Steam accounts and CS:GO skins. We were provided with a transaction log showing the trading history of a Steam user liquidating their skins.

From what I was able to gather online, you appear to be the user/owner of this account. I note that this account is not VAC banned, and I don't believe it was one of the accounts that you had previously disclosed to us. The Steam ID of this account is 76561198872478163.

Furthermore, tracing the transaction history of the skins traded by this account show that these skins were purchased from a Trade Bot for cs.money. The dates the liquidated skins were purchased from cs.money align with the dates that you transferred funds to cs.money, indicating that you are the owner of this account, and that your purchases on cs.money were for skins, rather than the coinflip gambling service.

Please provide us with the log in details for this account and make yourself available for multifactor authentication purposes.

Lastly, I also note that we have not yet received your CIBC bank statements from January or February.

Regards,
Jesse

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Appendix “22”

VIA EMAIL support@steampowered.com

Steam & The Valve Corporation
10400 Northeast Fourth Street Floor 14
Bellevue, WA 98004 USA

Grant Thornton Limited
11th Floor
200 King Street West, Box 11
Toronto, ON
M5H 3T4
T +1 416 366 0100
F +1 416 360 3056

October 26, 2022

Re: Aiden Pleterski and AP Private Equity Limited, in Bankruptcy

On Tuesday, August 9, 2022, Aiden Pleterski and AP Private Equity Limited were both petitioned into bankruptcy and Grant Thornton Limited was appointed Trustee in Bankruptcy ("**Trustee**"), of the two bankrupt estates. A copy of the two Court orders is attached for your reference.

Pursuant to section 16(3) of the Bankruptcy and Insolvency Act, please freeze all accounts of Aiden Pleterski and AP Private Equity Limited (the "**Bankrupts**"), and place all accounts on "**Deposit Only**". For further clarity, please ensure any withdrawal of funds, removal of inventory or purchases by the Bankrupts cease immediately unless approved in writing by the Trustee. We are aware that one of the Bankrupts has at least one account with Steam under one or both of the following email addresses: aiden.pleterski@gmail.com and apleterski32@gmail.com. Please do not contact the account holder until the account(s) have been frozen.

Access and control of the account(s) must be transferred to the Trustee immediately by changing the email associated with the account(s) to Jesse.Cooper@ca.gt.com and resetting the password(s).

All statements effective immediately must be forwarded to the Trustees' office., Along with copies of transaction history for the past two (2) years.

Should you have any questions, please do not hesitate to contact Jesse Cooper at (416) 360-2364.

Yours very truly,

GRANT THORNTON LIMITED

In its capacity as the Licensed Insolvency Trustee of
Aiden Pleterski and AP Private Equity Limited, and not in its personal or corporate capacity

Per:

Jesse Cooper
Associate

cc: Rob Stelzer

Enclosure.

District of Ontario
Division No.: 07
Court File No.: BK-22-00208582-OT31
Estate No.: BK-22-00208582-OT31



ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	TUESDAY, THE 9TH
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2022
	)	
	)	

IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of Aiden Pleterski of the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of Aiden Pleterski by his counsel,

AND it appearing to the court that the following acts of bankruptcy have been committed:

(a) the debtor, Aiden Pleterski, has ceased to meet his liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and

(b) the debtor, Aiden Pleterski, has given notice to his creditors that he has suspended or that he is about to suspend payment of his debts.

1. THE COURT HEREBY ORDERS that Aiden Pleterski, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.



Digitally signed by
Mr. Justice
Cavanagh

IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI, of the Town of Whitby, in the Province of Ontario

Court File No.: BK-22-00208582-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

BAKER & MCKENZIE LLP
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

David Gadsden (LSO #50749U)
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t.: 416.865.6983 / f: 416.863.6275

Michael Nowina (LSO #49633O)
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Ben Sakamoto (LSO #75240O)
e: ben.sakamoto@bakermckenzie.com
t: 416.865.2316 / f: 416.863.6275

Lawyers for the Applicants

District of Ontario
Division No.: 07
Court File No.: BK-22-00208581-OT31
Estate No.: BK-22-00208581-OT31



ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE	)	TUESDAY, THE 9TH
	)	
JUSTICE CAVANAGH	)	DAY OF AUGUST, 2022
	)	
	)	

IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province of Ontario

BANKRUPTCY ORDER

ON the Application of **Braden Martyniuk, Brad Rogers, Nelson Lang, Dave Hotrum, Jeff Dignard and Ryan Brown** (the "**Applicants**"), creditors, of the AP Private Equity Limited, in the Town of Whitby, in the Province of Ontario, filed the 4th day of August, 2022.

ON READING the Application for a Bankruptcy Order, the Affidavits of Verification, and the consent of the proposed trustee, Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, and upon being advised of the consent of the company by its counsel,

AND it appearing to the court that the following act of bankruptcy have been committed:

(a) AP Private Equity Limited, has ceased to meet its liabilities generally as they become due and has failed to pay the Applicants and other creditors within the six months next preceding the petition, and

(b) AP Private Equity Limited, has given notice to its creditors that it has suspended or that it is about to suspend payment of its debts.

1. THE COURT HEREBY ORDERS that the said AP Private Equity Limited, of 9 Corner Court, in the Town of Whitby, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. THE COURT HEREBY ORDERS that Rob Stelzer of Grant Thornton Limited, of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.

3. THE COURT HEREBY ORDERS that the costs of the Applicants in connection with this application shall be paid out of the estate of the bankrupt upon taxation of the estate.

DATED at Toronto, this 9th day of August, 2022.

 Digitally signed by
Mr. Justice
Cavanagh

**IN THE MATTER OF THE BANKRUPTCY OF AP PRIVATE EQUITY LIMITED, of the Town of Whitby, in the Province
of Ontario**

Court File No.: BK-22-00208581-OT31

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at Toronto

BANKRUPTCY ORDER

BAKER & MCKENZIE LLP
181 Bay Street, Suite 2100
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Lawyers for the Applicants



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ONTARIO
Division No. 09 - Toronto
Court No. BK-2200208581OT31
Estate No. 31-2856381

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Bankruptcy of:
AP Private Equity Limited
Debtor
GRANT THORNTON LIMITED
Licensed Insolvency Trustee
ORDINARY ADMINISTRATION

Security: \$*,***

Date of Bankruptcy: August 9, 2022, 12:18
Meeting of Creditors: August 29, 2022, 11:00
11th Floor, 200 King Street West, Box 11
Toronto, ONTARIO

Chair: Trustee

Designated Person: Aiden Pleterski

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: August 16, 2022

E-File / Dépôt électronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ONTARIO
Division No. 09 - Toronto
Court No. BK-2200208582OT31
Estate No. 31-2856382

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Bankruptcy of:
AIDEN PLETERSKI

Debtor

GRANT THORNTON LIMITED

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$*,***

Date of Bankruptcy: August 9, 2022, 12:18

Meeting of Creditors: August 29, 2022, 11:00
11th Floor, 200 King Street West, Box 1
Toronto, ONTARIO

Chair: Trustee

Designated Person: AIDEN PLETERSKI

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: August 16, 2022

E-File / Dépôt électronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902

Appendix “23”

Cooper, Jesse

From: Aiden <apletterski32@gmail.com>
Sent: January 2, 2024 2:36 AM
To: Stelzer, Rob
Cc: Cooper, Jesse; Micheal Simaan; Wiebe, Jake
Subject: Re: FW: Examination and Bank Statements

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

Hey Jesse,

I don't have any evidence I was in Orlando in 2021. You can probably check my old bank statements and see numerous transactions in Orlando though in the last half of 2021.

I can't remember who had asked me to help them with a chartered flight.

I have not travelled anywhere outside Canada since August 9th, 2022 until the UK trip.

The scene points would have been accumulated via my scotia card as well as promos and offers throughout the years.

I cannot remember the exact date I arrived in London or the exact date I returned home. It would have been the first or second week of October 2023.

I was also not aware that the Scene points needed to be reported as I understand that they are non-transferrable and have no cash value. Had you asked me to report them to you, I certainly would have, but your recent email is the first suggestion that I needed to make you aware of them.

In terms of my friends who covered my food and accommodation costs, I don't eat a lot and I don't really see how this is an issue that justifies harassing them in the same way that everyone else close to me has been harassed. There was no additional cost for my accommodation as I just stayed at the same place that they were already staying, so again, I don't think there is any value to what they provided when they effectively let me "sleep on their couch".

I also have to point out that I remain very uncomfortable with providing the Trustee information about who may be providing me with accommodations from time to time. As I explained to you at the outset, your appointed board members had threatened physical violence on me in the past and I believe they obtained information through your office that was used to kidnap and assault me. While one of them has been removed from this matter the other one is still working with the Trustee and I'm not comfortable sharing information that has anything to do with my whereabouts with your office. I note that the police confirmed that advice to me that I should not provide you with information that could jeopardize mine or my friends safety.

- Aiden

On Thu, Dec 21, 2023 at 4:11 PM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Aiden,

I am following up on Jesse's note below to you with his questions (Tuesday @ 12:07PM) and his follow up question (Tuesday @ 2:13PM).

Many of these questions are requests for the same information originally requested on December 7, 2023 which have still not been fully answered.

Rob

From: Cooper, Jesse <Jesse.Cooper@ca.gt.com>
Sent: Tuesday, December 19, 2023 2:13 PM
To: Aiden <apletherski32@gmail.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Wiebe, Jake <Jake.Wiebe@ca.gt.com>
Subject: RE: FW: Examination and Bank Statements

Hi Aiden,

Just as a follow up to the below email, can you also please provide details on the McLaren that you were seen driving in, while in LA? Please see the attached photo for reference.

Thank you,

Jesse

From: Cooper, Jesse
Sent: December 19, 2023 12:07 PM
To: Aiden <apletherski32@gmail.com>; Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Wiebe, Jake <Jake.Wiebe@ca.gt.com>
Subject: RE: FW: Examination and Bank Statements

Hi Aiden,

Thank you for the responses. Please see our responses below in red text under your answers:

1. It's a good photo taken sometime in 2021. I liked the picture so I posted it for a second time.

It is unusual that you would choose to post a trip from 2 years ago to your story. Please provide evidence to support that you were Orlando in 2021.

2. I never once stated I was planning a trip to FLL. Someone had asked me to try and fill up a charter flight for them and since I have the reach and social media following I willingly helped out.

Who was it that asked you to help them fill this charter flight?

Prior to your trip to London, have you travelled anywhere outside of Canada since August 9, 2022?

3. a & b. Attached is the points statement.

Thank you for providing the Scene receipts. Were your Scene points accumulated through regular spending (pre-bankruptcy) on your Scotiabank credit card?

Please provide a statement from Scene showing your current balance of Scene points and what your balance was as of August 9, 2022. Based on the redemption of approximately \$8,000 worth of Scene points in London, it appears that the balance of points that you had was material. We note that this asset was not disclosed to us.

Please provide the receipt from your parents' booking of the flight.

When did you arrive in London and when did you return home?

3c. That video is about 1.5 years old and it's not a rental, it's my moms car. If it was a rental the steering wheel would be on the other side of the car...

Thank you for clarifying the referenced post, and that the video was not taken while you were in London.

3d. Food was paid for across all trips by friends as we would always go out to eat together.

Please provide the names of your friends and the number of days for which your meals were paid for on each trip. We note that London and LA are both expensive cities and that the meal costs would be significant.

Was it the same group of friends on each trip?

3e. As I understand it, the tickets were complimentary from the venue. The venue does not pay itself for its own tickets so there is no receipt. I guess you would have to ask them why they invite me but I suspect it is for the reasons set out in #6 of my first answer below – because they get attention to their event by making me a part of it.

Do you have any record of your correspondence with the venue? Please also provide us with the contact information so we can confirm with the venue directly, as you suggested.

4a. Attached is the points statement.

Thank you, see 3. a & b., this evidences a further \$1,652.37 in points that were redeemed.

4b. I don't have any evidence beyond the points statement.

Thank you, see 3. a & b.

4c. It is a meme that is used for content.

Who do the credit cards in your post belong to?

4d. I presume it was paid for by the influencers who invited me. They know I don't have money but I suspect that the marginal cost of allowing me to stay at a place that they are already renting is paid for by the "clicks" that they get by having me be a part of their event (as noted in #6 to my first answer, below).

Please provide a record of your communication with the influencers indicating that you will be staying with them at no cost.

4e. See answer to 4d, above.

Please provide the names of your friends and the number of days for which your meals were paid for.

5. Sorry, please see attached.

Thank you for providing the attached. I note that June – August is still missing. We note that we have asked for your bank statements on eight occasions between August 9, 2023 and December 14, 2023. We did end up obtaining the statements directly from CIBC this week.

You must provide your bank statements to us in the first week of each month for the prior month to comply with your duties as a bankrupt.

6. I never recall telling a bank I was unemployed with income. A bank would only ask if I'm applying for credit which I have not done. I may have been referring to in past years.

Thank you for clarifying this. Have you generated any income for yourself through your streaming since your bankruptcy?

7a. It was paid for by points

- The Scene statement provided shows that you travelled to Melbourne from LA. How and when did you get to LA before Melbourne? How did you pay for any expenses incurred while in LA?
- The return date was December 14, 2023, are you still in LA now? Did you spend any nights in LA before returning home?
 - If so, who are/were you staying with and how is/was it being paid for?
 - If you have returned home, please provide us with the travel receipt showing your return flight from LA.
- Did you travel to Florida prior to Melbourne and after your October 28th trip to LA?
 - Please provide the flight and hotel receipts for this trip as well.

7b. See attached.

See above.

7c. I don't have any statement other than the attached points statement as others paid my expenses.

Please confirm who the others were who paid for your expenses.

7d. See answer to 7c

Please confirm who you stayed with in Melbourne. Please provide evidence of your communication with the individuals who paid for your accommodations.

Thank you,

Jesse

Jesse Cooper, CPA | Senior Associate, Restructuring

Grant Thornton Limited

11th Floor | [200 King Street West | Toronto | ON | M5H 3T4](#)

T +1 416 360 2364

E Jesse.Cooper@ca.gt.com | W <http://www.grantthornton.ca/>



Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our fifteenth consecutive year!

From: Aiden <apleterski32@gmail.com>
Sent: December 19, 2023 6:07 AM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Cc: Micheal Simaan <msimaan@kramersimaan.com>; Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Wiebe, Jake <Jake.Wiebe@ca.gt.com>
Subject: Re: FW: Examination and Bank Statements

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

Hey Rob,

Find answers to your follow up questions below.

1. It's a good photo taken sometime in 2021. I liked the picture so I posted it for a second time.
2. I never once stated I was planning a trip to FLL. Someone had asked me to try and fill up a charter flight for them and since I have the reach and social media following I willingly helped out.
3. a & b. Attached is the points statement.
- 3c. That video is about 1.5 years old and it's not a rental, it's my moms car. If it was a rental the steering wheel would be on the other side of the car...

3d. Food was paid for across all trips by friends as we would always go out to eat together.

3e. As I understand it, the tickets were complimentary from the venue. The venue does not pay itself for its own tickets so there is no receipt. I guess you would have to ask them why they invite me but I suspect it is for the reasons set out in #6 of my first answer below – because they get attention to their event by making me a part of it.

4a. Attached is the points statement.

4b. I don't have any evidence beyond the points statement.

4c. It is a meme that is used for content.

4d. I presume it was paid for by the influencers who invited me. They know I don't have money but I suspect that the marginal cost of allowing me to stay at a place that they are already renting is paid for by the "clicks" that they get by having me be a part of their event (as noted in #6 to my first answer, below).

4e. See answer to 4d, above.

5. Sorry, please see attached.

6. I never recall telling a bank I was unemployed with income. A bank would only ask if I'm applying for credit which I have not done. I may have been referring to in past years.

7a. It was paid for by points

7b. See attached.

7c. I don't have any statement other than the attached points statement as others paid my expenses.

7d. See answer to 7c

On Thu, Dec 14, 2023 at 6:31 PM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Aiden,

You responded later than the week we provided and your responses are not fulsome. You have not provided any documentation in support of anything you have claimed. Our concerns are outlined below.

1.Orlando - You made an Instagram story on March 15, 2023 of yourself walking through a street in Orlando, Florida. Why would you have posted a photo of yourself being there if you were not? (first attachment)

2.Fort Lauderdale - On July 16, 2023, you posted an Instagram story that indicated you were planning a trip to Fort Lauderdale. The post (second attachment) references a \$9,000 charter flight.

3.London

- a.Airfare - None of your family members were in any of your posts. Please provide evidence to support the airfare being paid by your family.
- b. Hotel - Where did the points used to pay for the hotel come from? Your bankruptcy trustee requires documentation to confirm your stay such as a statement from a loyalty points program showing the redemption of points.
- c.Porsche rental car - Please see Attachment #3 and #4. These photos were posted by you while in the UK. Can you please explain what vehicle is being depicted in these photos?
- d. Meals – How did you pay for your food?
- e.Boxing match backstage passes – Who paid for your tickets and backstage passes? Why would that person invite you? We need the supporting documentation showing who paid for your tickets and how much.

4.Los Angeles

- a.Airfare – Who’s points were used for the flight? We need to see a statement from the airline showing the use of points for this trip.
- b. Credit card statement – You would have needed a credit card to book the flight (even using points to pay the airport fees). Please provide the credit card statement.
- c.Amex card - We note that you had posted a photo of an Amex card on your Instagram account while in Los Angeles. We are not sure why you would have posted this if not in your possession.
- d. Accommodations – Who invited you to stay at rental accommodations? Why would they do that?
- e.How were your meals paid for during the trip?

5.Bank statements – You did not attach the statements from your account which you claimed to have attached.

6.Income - During the live stream in question, you state “that’s what I told the bank”, in response to streamers being “unemployed with income”.

- a.Please provide a statement showing your streaming income this year from each streaming platform you use.
- b. What it was that you told the bank?
- c.Which bank were you referring to?

7.Current trip in Australia

- a. How did you pay for the trip?
- b. Please provide a copy of the airline receipt showing the method of payment.
- c. Please provide the credit card statement showing the booking for this trip and any other expenses for this trip.
- d. Please provide a statement from the hotel or rental property showing your accommodation costs for your stay.

Rob

Dear Rob,

Below is my fulsome response to each of the questions posed by you.

1. I did not take a trip to Orlando in March of 2023.
2. I did not take a trip to Fort Lauderdale in July of 2023.
3. With respect to the London trip;
 - a) My family paid for the airfare to London and the hotel was paid for with points.
 - b) I did not pay anything for the flight nor did it cost \$9000.
 - c) I did not drive a Porsche or receive a ride in a Porsche while in the UK.
 - d) See answer at (c), above.
 - e) I do not have a credit card statement for the hotel or any other expenses during the trip.
 - f) See answer to (e), above.
 - g) I had backstage/floor passes to the boxing match which were given to me at no charge as I was invited by a representative from the venue.
4. With respect to the Los Angeles trip;
 - a) The flights to LA were paid for with points.
 - b) I do not have a copy of the airline receipt.
 - c) I do not have a credit card statement for the flight, hotel or any other expenses during the trip. I do not have an AMEX card nor do I recall what photographs were taken of me holding someone else's AMEX card.
 - d) I was invited to stay at an Airbnb with other parties who covered the cost of the Airbnb. I was not provided with and do not have a copy of the receipt for payment.
5. The requested Bank statements are attached.
6. I did not claim I was unemployed with income. As I recall, I said I am starting to stream and I plan to do streaming/content creation full time. I then proceeded to answer a question from one of the viewers by saying that a streamer's job title for tax purposes is "unemployed with income". I suspect that this is the

statement that you are misinterpreting as me saying that I am currently unemployed but generating income. I do note that even its present tense, that statement is likely true as I am unemployed, but I am still generating income – but that income is for others including streamers or newspapers.

- Aiden

On Thu, Dec 7, 2023 at 8:36 AM Stelzer, Rob <Rob.Stelzer@ca.gt.com> wrote:

Micheal & Aiden,

I am following up again on my E-mail to Aiden sent on November 29th and my reminder to Micheal sent on December 1st about an examination this week for Aiden. We understand that the reason that Aiden is not able to attend an examination this week is because he is in Australia. Therefore, we will send our questions for Aiden via E-mail. Please provide fulsome responses with supporting information no later than **5PM EST on December 13, 2023** (i.e. a week from now).

2. Orlando Trip

- a. How did you pay for the trip to Orlando in March of 2023?
- b. Please provide a copy of the airline receipt showing the method of payment.
- c. Please provide the credit card statement showing the booking for this trip and any other expenses for this trip.
- d. Please provide a statement from the hotel or rental property showing your accommodation costs for your stay.

2. Fort Lauderdale

- a. How did you pay for the trip to Fort Lauderdale in July of 2023?
- b. You posted that you took a chartered flight for \$9,000. How did you pay for this? Please provide a copy of the agreement for the charter flight and evidence of the method of payment.
- c. Please provide the credit card statement showing the booking for this trip and any other expenses for this stay.
- d. Please provide a statement from the hotel or rental property showing your accommodation costs for your stay and evidence of payment.

3. London

- a. How did you pay for the trip to London, England in October of 2023?
- b. Please provide a copy of the airline receipt showing the method of payment.

- c. What sort of Porsche are you driving in your posts online while in the UK?
- d. Who owns the Porsche? If it is rented, please provide a copy of the rental agreement together with evidence of payment.
- e. Please provide the credit card statement showing the booking for the flight, car rental and any other expenses for this stay.
- f. Please provide a statement from the hotel or rental property showing your accommodation costs for your stay and evidence of payment.
- g. How did you did you pay for the tickets to the boxing match in the UK? Please provide evidence of payment.

4. Los Angeles

- a. How did you pay for the trip to Los Angeles in late October / early November of 2023?
- b. Please provide a copy of the airline receipt showing the method of payment.
- c. Please provide the credit card statement showing the booking for the flight, hotel and any other expenses for this stay. The statements should include the Amex card you have photographed yourself as holding. If the Amex card is not in your name, please provide the particulars of same.
- d. Please provide a statement from the hotel or rental property showing your accommodation costs for your stay and evidence of payment.

5. CIBC bank statements?

- a. Please provide your statements for your CIBC account which you opened up post-bankruptcy. We have not received any statements from you since April of 2023 despite following up several times.

6. Income

- a. You have claimed in online videos that you are “unemployed but generating income”. As was explained previously, as a bankrupt, you are required to provide your trustee in bankruptcy with a statement of any income generated (attached are the income and expense sheets we provided to you shortly after your bankruptcy). Please provide a list of income generated by month with supporting documentation from August 2022 onwards.

If we do not receive a complete and satisfactory reply by that date, we will be going to Court to seek relief.

Regards,

Rob

From: Stelzer, Rob
Sent: Friday, December 1, 2023 10:09 AM
To: 'Micheal Simaan' <msimaan@kramersimaan.com>
Subject: RE: Examination and Bank Statements

Ok, thanks for your confirmation.

From: Micheal Simaan <msimaan@kramersimaan.com>
Sent: Friday, December 1, 2023 10:08 AM
To: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Subject: RE: Examination and Bank Statements

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST. DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

I am following up with him too.

Micheal Simaan
Kramer Simaan Dhillon LLP
Litigation Counsel
[120 Adelaide Street West | Suite 2100 | Toronto, Ontario M5H 1T1](#)
[T 416 601 0965](tel:4166010965) | [F 416 601 0712](tel:4166010712) | www.kramersimaan.com

From: Stelzer, Rob <Rob.Stelzer@ca.gt.com>
Sent: December-01-23 9:48 AM
To: Micheal Simaan <msimaan@kramersimaan.com>
Cc: Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne M. Williams (lwilliams@tgf.ca) <lwilliams@tgf.ca>; apleterski32@gmail.com
Subject: RE: Examination and Bank Statements

Micheal,

I am following up on my note below sent to Aiden.

Rob

From: Stelzer, Rob

Sent: Wednesday, November 29, 2023 10:54 AM

To: apletherski32@gmail.com

Cc: Micheal Simaan <msimaan@kramersimaan.com>; Cooper, Jesse <Jesse.Cooper@ca.gt.com>; Leanne M. Williams (<lwilliams@tgf.ca>) <lwilliams@tgf.ca>

Subject: Examination and Bank Statements

Aiden,

Please let me know when you are available to come into our office for an examination pursuant to section 163 of the Bankruptcy and Insolvency Act. I would like to speak next week. This shouldn't take more than 90 minutes.

I also note from Jesse that we do not have bank statements from you for July, August, September and October despite several follow up messages from Jesse.

Rob

Rob Stelzer, CPA, CA, CIRP, LIT | Senior Vice President

Grant Thornton Limited

11th Floor | [200 King Street West | Toronto | ON | M5H 3T4](#)

T +1 416 607 8849 | **F** +1 416 360 4949

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Appendix “24”

Receipt

Scene+ Travel itinerary: 72674526312614
Purchase date: 9 Oct 2023

Booking details

London Marriott Hotel Regents Park
128 King Henrys Road, London, England, NW3 3ST United Kingdom
Check-in: 11 Oct 2023
Check-out: 13 Oct 2023
1 room x 2 nights
Club Suite, 1 Double Bed, Non Smoking, Terrace (M Club Lounge Access)
Booked for: AIDEN PLETERSKI

Payment details

Room price	
Wed, 11 Oct	CA \$1,214.90
Thu, 12 Oct	CA \$1,189.82
Taxes & Fees	CA \$480.94
Other	
288,566 SCENE+ points applied	-CA \$2,885.66

Total	288,566 points and CA \$0.00
	Paid

Receipt

Scene+ Travel itinerary: 72677184704626
Purchase date: 12 Oct 2023

Booking details

Hyatt Regency Manchester
55 Booth Street West, Manchester, England, M15 6PQ United Kingdom
Check-in: 12 Oct 2023
Check-out: 15 Oct 2023
2 rooms x 3 nights

Room, 1 King Bed, City View
Booked for: AIDEN PLETERSKI

Room, 1 King Bed, City View
Booked for:

Payment details

Room 1 price	
Thu, 12 Oct	CA \$403.49
Fri, 13 Oct	CA \$403.49
Sat, 14 Oct	CA \$403.49
Taxes & Fees	CA \$242.07
City/local tax Payable at property	CA \$6.02
Room 2 price	
Thu, 12 Oct	CA \$403.49
Fri, 13 Oct	CA \$403.49
Sat, 14 Oct	CA \$403.49
Taxes & Fees	CA \$242.07
City/local tax Payable at property	CA \$6.02
Other	
290,508 SCENE+ points applied	-CA \$2,905.08
Total	290,508 points and CA \$0.00

Receipt

Scene+ Travel itinerary: 72679137399823
Purchase date: 15 Oct 2023

Booking details

London Marriott Hotel Regents Park

128 King Henrys Road, London, England, NW3 3ST United Kingdom

Check-in: 15 Oct 2023

Check-out: 17 Oct 2023

2 rooms x 2 nights

Deluxe Room, 1 King Bed, Non Smoking, Balcony

Booked for: AIDEN PLETERSKI

Deluxe Room, 1 King Bed, Non Smoking, Balcony

Booked for: AIDEN PLETERSKI

Payment details

Room 1 price

Sun, 15 Oct	CA \$427.13
Mon, 16 Oct	CA \$496.25
Taxes & Fees	CA \$184.68

Room 2 price

Sun, 15 Oct	CA \$427.13
Mon, 16 Oct	CA \$496.25
Taxes & Fees	CA \$184.68

Other

221,612 SCENE+ points applied	-CA \$2,216.12
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Total	221,612 points and CA \$0.00 Paid
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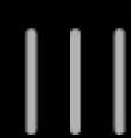
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Girls: 6 (TOR better)

Driving: 7

People: 9 (friendly)
Accommodations: 9

Car scene: 8 

Security: 10 

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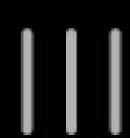




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Appendix “25”

Receipt

Scene+ Travel itinerary: 72685335172848
Purchase date: 28 Oct 2023

Booking details

Roundtrip flight

Toronto (YYZ) to Los Angeles (LAX)
Air Canada 785
Economy / Coach (M)
Los Angeles (LAX) to Toronto (YYZ)
Air Canada 788
Economy / Coach (M)
Depart: 28 Oct 2023
Return: 2 Nov 2023

Traveller 1: Adult

AIDEN PLETERSKI
Ticket Number: 0149190161193

Payment details

Flight price

Traveller 1: Adult	CA \$1,431.98
Taxes and fees	CA \$220.39

Other

165,237 points applied	-CA \$1,652.37
------------------------	----------------

Total	165,237 points and CA \$0.00
-------	------------------------------



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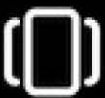


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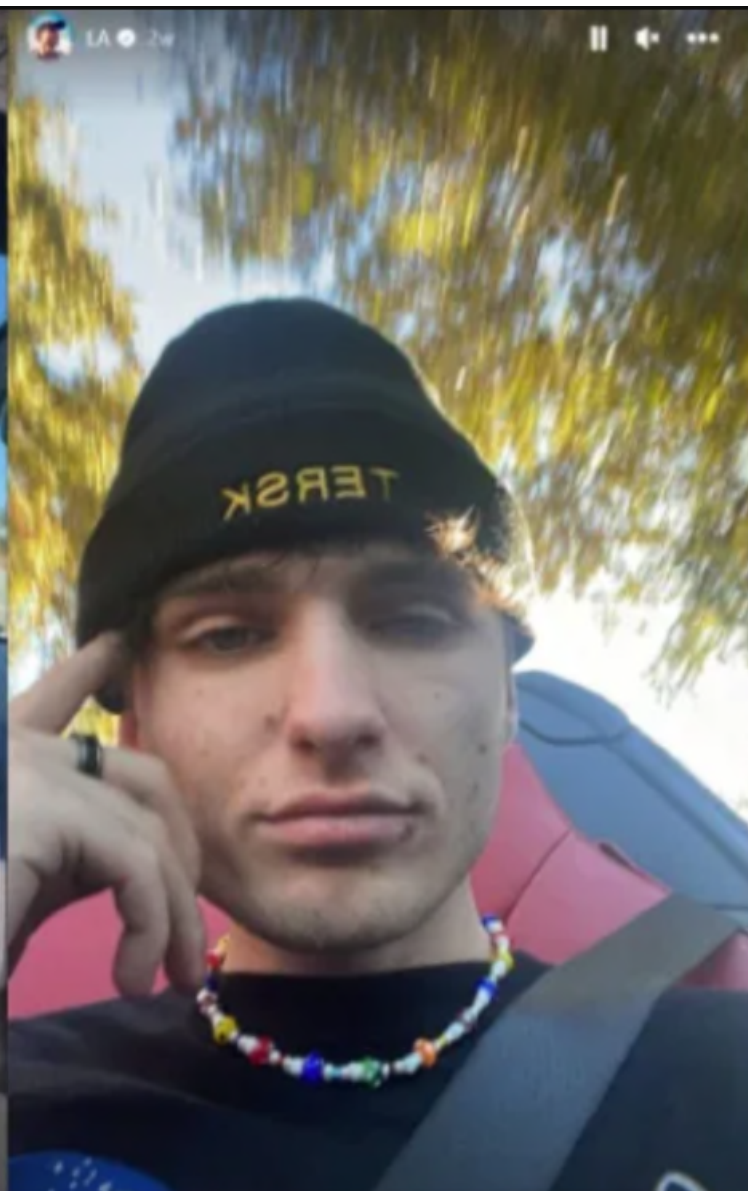
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Appendix “26”

Screenshot of Pleterski's livestream on Kick, courtesy of CBC





Appendix “27”

Receipt

Scene+ Travel itinerary: 72696731300245
Purchase date: 17 Nov 2023

Booking details

Roundtrip flight

Los Angeles (LAX) to Melbourne (MEL)
United 98
Economy / Coach (V)
Melbourne (MEL) to Los Angeles (LAX)
United 99
Economy / Coach (V)
Depart: 2 Dec 2023
Return: 14 Dec 2023

Traveller 1: Adult

AIDEN PLETERSKI
Ticket Number: 0169190663671

Payment details

Flight price

Traveller 1: Adult	CA \$2,942.00
Taxes and fees	CA \$530.60

Other

347,260 points applied	-CA \$3,472.60
------------------------	----------------

Total	347,260 points and CA \$0.00
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📍 MELBOURNE, VICTORIA, AUSTRALIA

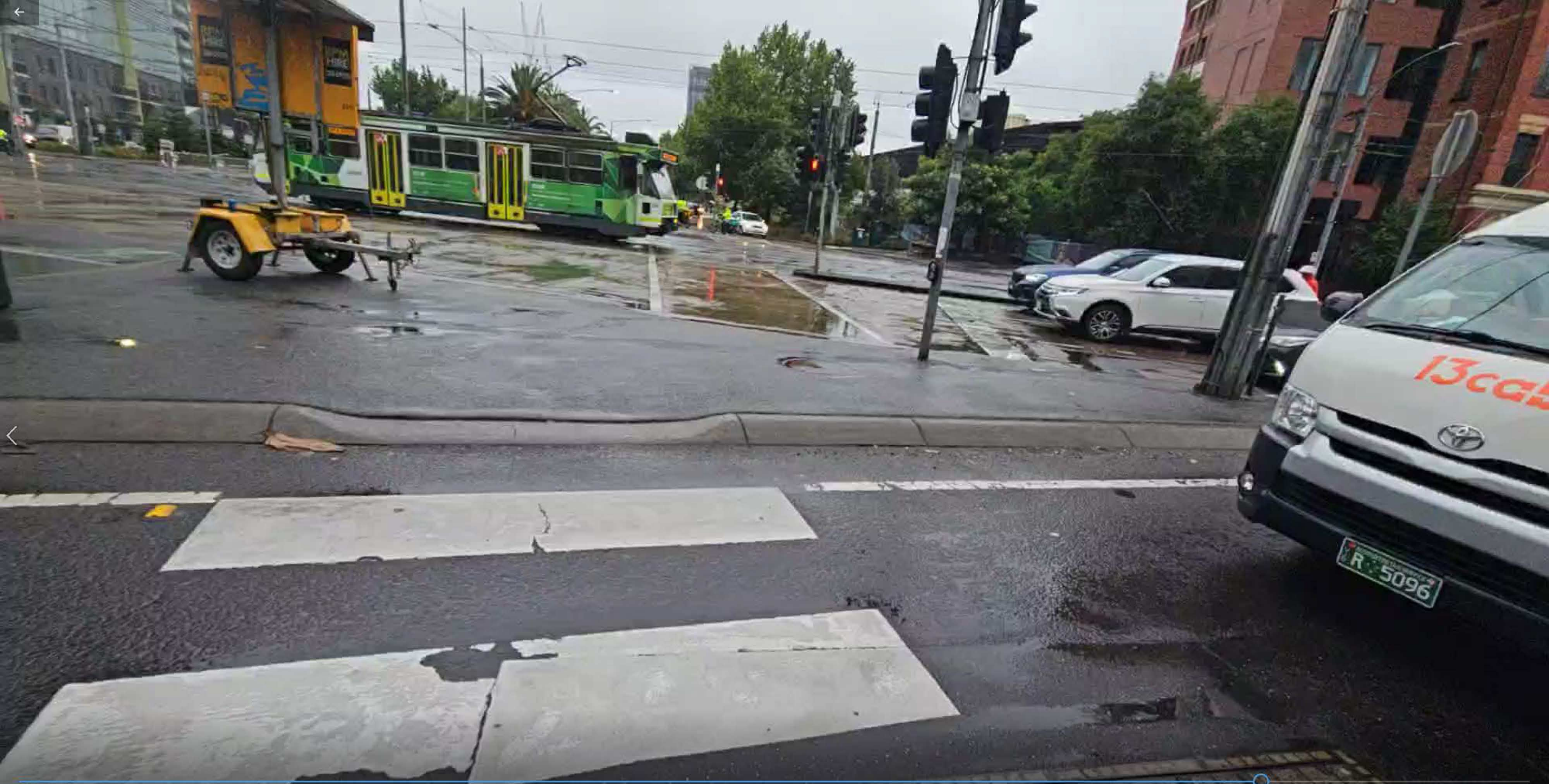


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Appendix “28”



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: BK-22-00208582-OT31 DATE: 29 September 2023

NO. ON LIST: 2

TITLE OF PROCEEDING: **BANKRUPTCY of PLETERSKI/AP PRIVATE EQUITY LTD.**

BEFORE JUSTICE: **OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Leanne Williams	Trustee	lwilliams@tgf.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Kelli Preston	2649360 Ontario Inc.	Kelli.preston@devrylaw.ca
Dhanju-Dhillon	Sandeep Gupta	Sdhanju-dhillon@torkinmanes.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. The Trustee in Bankruptcy of Aiden Pleterski and AP Private Equity Limited moves for relief from forfeiture and for an order directing that the Westney Deposit (as defined below) be paid over to the Trustee, pursuant to section 98 of the *Courts of Justice Act*, R.S.O. 1990, c. C,43.
2. This motion represents but one step in the long and complicated series of events that flows from the actions of the Bankrupts. The parties, being the Trustee on the one hand and the vendor of a property sought to be purchased by the Bankrupts on the other hand, are in a sense, both victims of the conduct of the Bankrupts.
3. The motion is thus somewhat unusual: many claims for relief from forfeiture arise in circumstances where the issue turns on the relative conduct of those two parties. Here, the dispute is between two innocent parties. The issue on this motion is who, as between those two parties, should be entitled to a deposit paid by one of the Bankrupts to the vendor in respect of a proposed property purchase, when the deposit came from funds of investors with Pleterski that he misappropriated.
4. The Trustee relies upon the Third Report of the Trustee dated March 14, 2023, together with Appendices thereto. The Respondent, 2649360 Ontario Inc. (“264” or the “Respondent”) relies on the affidavit of Thomas Fairfull sworn May 19, 2023 together with Exhibits thereto. Mr. Fairfull is the president of 264.

Context

5. There is no disagreement on the basic facts underlying this motion.
6. The motion relates to a property located at 725 Westney Road, Ajax, Ontario (the “Westney Property”). Initially, Pleterski and Colin Murphy (“Murphy”) rented commercial space at the Westney Property purportedly for use as a place to store their exotic cars.
7. Pleterski and Murphy each signed five year rental agreements with 264.
8. Later, on October 26, 2021, Pleterski and Murphy entered into an agreement to purchase the Westney Property from 264 for \$5.5 million. A deposit of \$500,000 was paid (the “Westney Deposit”). It came exclusively from Pleterski. Closing was scheduled for September 28, 2022. The transaction contemplated in that agreement of purchase and sale, however, never closed and the sale was not completed.
9. Upon learning of the Westney Deposit, the Trustee put both the real estate broker and 264 on notice of its appointment and its claim to the Westney Deposit. As a result, the proceeds of sale are being held in escrow by the listing agent pending a resolution or determination as to the entitlement thereto.
10. On September 13, 2022, 264 delivered an anticipatory breach letter to the Trustee since both Murphy and the Trustee confirmed to 264 that they would not be completing the transaction to purchase the Westney Property. Closing had been scheduled to take place approximately two weeks later on September 28, 2022.
11. On November 24, 2022, the Westney Property was sold by 264 for a purchase price of \$5.8 million - \$300,000 greater than the amount offered in the proposed agreement of purchase and sale by Pleterski and Murphy (the “Surplus”).

The Positions of the Parties

12. 264 takes the position that it incurred damages during the period in which Pleterski and Murphy rented the premises at the Westney Property, with the result that it (264) is entitled to retain and keep both the Westney Deposit and the Surplus.
13. 264 asserts that it incurred repair costs of \$138,500 in respect of which it has provided some backup to the Trustee. 264 further asserts that it incurred additional costs (repair costs, legal costs in rent) in respect of which backup was not provided.

14. The Trustee takes the position that the Westney Deposit should be returned to it for the benefit of creditors in the bankruptcies for the following principal reasons:
- a. 264 does not appear to have incurred any damages due to the failure to close in excess of the Surplus, notwithstanding its claim for such damages, since it's demonstrated costs of \$138,500 are far less than the Surplus of \$300,000;
 - b. any costs incurred by 264 have been mitigated by the Surplus;
 - c. the Westney Deposit came from the funds of investors whose money was used by Pleterski in an unauthorized manner to fund the Westney Deposit;
 - d. most of the investors of the Bankrupts will see minimal recovery from their investments and yet, 264 stands to gain a significant profit from its own dealings with Pleterski; and
 - e. retention by 264 of the Westney Deposit would result in an unjust and inequitable unfairness to the investors of the Bankrupts.
15. The Trustee submits that if 264 is entitled to keep the Westney Deposit (funded by investors), it will have profited by \$661,000 (being the amount of the Westney Deposit of \$500,000 plus the Surplus of \$300,000 net of the demonstrated repair costs of \$138,500).

The Test

16. Section 98 of the *Courts of Justice Act*, on which the Trustee relies, provides that a court may grant relief against penalties and forfeitures, on such terms as to compensation or otherwise as are considered just. The jurisdiction of the court is equitable in nature.
17. A two-part test is to be applied when determining whether discretion pursuant to s. 98 should be exercised:
- a. whether the forfeited amount is out of all proportion to the damages suffered; and
 - b. whether would be unconscionable for the vendor to retain the benefit.
- See: *Redstone Enterprises Simple Technology Inc.*, 2017 ONCA 282 (“*Redstone*”) at para. 15, quoting with approval *Varajao v. Azish*, 2015 ONCA 218 at para. 11.
18. In the absence of evidence of damages, it is fair for the court to infer that none were suffered. However, that alone does not render the forfeiture unconscionable: *Redstone*, at para. 17.
19. The finding of unconscionability must be an exceptional one, strongly compelled on the facts of the case. While in some circumstances, a disproportionately large deposit, without more, could be found to be unconscionable, such is not always the case: *Redstone*, at paras. 25 and 26.
20. While the list of the indicia of unconscionability is never closed, especially since they are context-specific, useful factors include:
- a. an inequality of bargaining power;
 - b. a substantially unfair bargain;
 - c. the relative sophistication of the parties; existence of *bona fide* negotiations;
 - d. the nature of the relationship between the parties;
 - e. the gravity of the breach, and

f. the conduct of the parties.

See: *Redstone*, at para. 30.

21. The analysis is conducted as of the time of the default rather than at the time at which the parties entered into the contract, and not on the basis of a hypothetical situation: *Kechnie v. Sun Life Assurance Company of Canada*, 2016 ONCA 434 at para. 21.
22. The term “unconscionability” has been defined to mean “that which is contrary to the conscience of the court” and “something that is shockingly unfair or unjust ... and not in keeping with a caring society”: *Dar v. The Yards Corporation*, 2018 ONSC 5043 at para. 27, citing *Scheel v. Henkelman*, 2001 CanLII 24133 (ON CA) at para. 19.

Positions of the Parties and Analysis

23. The Trustee submits that, first, as occurred in *Redstone*, 264 as the party seeking to keep the funds has put forward no evidence that it suffered any loss as a result of the breach of the agreement (in this case, the failure to close the agreement of purchase and sale). Accordingly, this court should infer that it has not suffered any such damages.
24. Second, the Trustee submits that it would be unconscionable for 264 to retain the Westney Deposit in the circumstances of this case. The Trustee, recognizing that this case involves two innocent parties, submits that the court is not being asked to grant relief from forfeiture to a party who breached an agreement at the expense of an innocent vendor. Rather, the court is being asked to grant relief from forfeiture for the benefit of the innocent investors of the Bankrupts.
25. It is undisputed that the Westney Deposit came from funds provided to Pleterski by investors¹. The agreements pursuant to which those investor funds were advanced are clear that the purpose of the advances were for investments in crypto currency and foreign exchange hedges. There is no dispute that Pleterski was not authorized by the investors to use their funds to finance the Westney Deposit.
26. The position of the Trustee is that it would be unconscionable and manifestly unfair for 264 to retain the Westney Deposit, in addition to the Surplus. Such would amount to a windfall profit for 264, in contradistinction to the massive losses suffered by the investors of the Bankrupts, most of whom will see minimal recovery on their lost investments.
27. The Trustee argues that relief from forfeiture, if granted, would not unfairly enrich the estate of the Bankrupts for the benefit of creditors, at the expense of the vendor. The vendor, 264, would not be unjustly deprived because there is no evidence that it suffered damages as a result of the anticipatory breach.
28. Further, 264 still stands to gain a significant profit from having sold the Westney Property for the Surplus of \$300,000. Even if relief from forfeiture is granted, that profit will still be \$161,500 (Surplus net of demonstrated expenses and losses). That profit would balloon to \$661,500 if no relief from forfeiture is granted, while investor recoveries are minimal, resulting in an unconscionable outcome.
29. 264 submits that relief from forfeiture should not be granted. It submits that in reliance on the agreement of purchase and sale, it permitted the purchasers (Pleterski and Murphy) to carry out significant destruction as part of an intended remodeling of the property. 264 submits that if the damage was not repaired, the agreement provided that the Westney Deposit would also be used as security for the cost of repairs.
30. 264 also submits that the purchase price as agreed was less than the fair market value of the property at the time, since the buyers had originally agreed to permit 264 to continue to use the back portion of the

¹ At least 99.8 of the Westney Deposit came from investor funds. The delta between that proportion and 100% is immaterial and was not argued as a significant point by either party on this motion.

parking lot located on the property for storage. Moreover, it submits that the fair market value of the property was higher based on the evidence of Mr. Fairfull to the effect that 264 could have sold the property for substantially more, since at the relevant time in the fall of 2022 there was significant demand for commercial properties.

31. In short, 264 submits that the Trustee is in no better position than would be Pleterski. Since both Murphy and the Trustee confirmed they would not be closing on the purchase, the Trustee knew or ought to have known that such anticipatory breach would result in a forfeiture of the deposit.
32. I accept that the law has long recognized that in usual circumstances, a deposit paid pursuant to an agreement of purchase and sale for real property is forfeited unless the parties bargained to the contrary. 264 makes extensive submissions to this effect.
33. In my view, however, those submissions (and the well-settled authorities on which they are based) do not advance the analysis very far because this fundamental point is not at the heart of the dispute. It is indeed the rare case when the law that typically applies to deposits ought not to be applied. That is precisely why, in my view, the equitable remedy of relief from forfeiture exists in the first place, and it is also why such equitable relief is granted only sparingly and in rare cases.
34. 264 also submits that, unlike in *Redstone*, the deposit at issue here represents an amount that is less than “the customary” ten percent of the purchase price, with the result that it is not excessive (or, to use the phrase in the case law, disproportionate), with the result that on this basis alone, the present case is distinguishable from *Redstone*.
35. I disagree, for two reasons. First, the proportionality referred to in the first branch of the *Redstone* test relates to the proportionality of the forfeited amount to the damages suffered, not to the balance of the purchase price for the property. Those may or may not be the same. Second, even if those amounts were the same, the proportionality issue is only the first part of the analysis. The second branch of the *Redstone* test requires the consideration of unconscionability.
36. 264 submits that, while the creditors of the Bankrupts maybe innocent parties, the Westney Deposit did not constitute proceeds of crime. I am not persuaded that this distinction is relevant. There is no requirement that relief from forfeiture requires a finding that the amount to be forfeited constitute proceeds of crime, although, as the Trustee submits in 264 concedes, the funds used to pay the Westney Deposit here may in fact be proceeds of crime. I need not make any determination in that regard.
37. 264 further submits that until such time as that (i.e., whether the Westney Deposit constitutes proceeds of crime) is determined, this motion is premature. I reject this argument for the same reason as above.
38. Finally, 264 submits that the investors were “merely persons investing in a very high risk and speculative investment, albeit possibly fraudulent”. 264 contrasts that with its own role as a “*bona fide* vendor who entered into the agreement in good faith”.
39. I cannot accept this relative characterization of the role of the investors. Even if the investors willingly undertook, in deciding to invest in crypto currency and foreign exchange hedges, “very high risks in speculative investments”, it is wholly unfair to those investors and the analysis to infer that the investors knowingly and willingly took the risk of fraud on the part of the Bankrupts. There is no basis for such a conclusion.
40. Acceptance by an investor of the risks that may be inherent in crypto currency and foreign exchange hedges is not an acceptance by that same investor that her or his money will be simply misappropriated. That was no part of the risks included in the agreement to invest. In fact, it was expressly not part of the agreement of the investors, which authorized the funds to be invested in those markets. The agreement did

not authorize the use of the funds for the purchase of a property to store exotic cars owned by the Bankrupts.

41. 264 submits that, even if it were later determined that the Westney Deposit constituted proceeds of crime, 264 is entitled to rely on the terms of the agreement of purchase and sale it bargained for in good faith.
42. Again, that submission does not assist me. There is no issue on this motion that 264 is an innocent party, and one that relied upon the agreement in good faith. The issue is whether, as one of two innocent parties, it should be entitled to retain the Westney Deposit or whether it would be unconscionable for it to do so.
43. Next, 264 submits that the Westney Deposit does not form property that is part of the estate to which the Trustee can claim title, since at the time of the bankruptcy, it was held in trust for the benefit of either the purchaser or vendor, and the purchaser (first Pleterski and later his successor in title, the Trustee) repudiated the agreement.
44. I do not accept that submission either. The Trustee is not claiming a right to the Westney Deposit *qua* purchaser under the agreement of purchase and sale. It is making an equitable claim for relief from forfeiture: i.e., the forfeiture that would flow from the enforcement of the agreement according to its terms, being the forfeiture of the Westney Deposit upon the failure to close.
45. Finally, 264 submits that in general, a contractual provision which requires one party to pay or forfeit a sum of money in the event of his breach of the contract, is unlawful as being a penalty unless such provision can be justified as a payment of liquidated damages (i.e., a genuine pre-estimate of the loss).
46. 264 submits that the one exception to this general rule is the very one on which it relies: the provision for the payment of a deposit by the purchaser on the contract for the sale of land. It relies on “ancient law” to the effect that a deposit on an agreement for the purchase of land can be validly forfeited even if it bears no reference to the anticipated loss to the vendor.
47. I reject that argument for the same reasons: that law is precisely why the equitable remedy of relief from forfeiture exists.
48. The Trustee accepts that the costs claimed by 264 of \$138,000 were incurred. That amount is not in dispute. Beyond that, however, 264 has offered no evidence of any other losses.
49. The bald statement in the Affidavit of Mr. Fairfull to the effect that: “but for the damages incurred to the property we could have sold the property for the substantially more as at the time in the fall of 2022 there was significant demand for commercial properties” is not sufficient. There is no market evidence, no appraisals, and no evidence from, for example, a real estate expert, appraiser or valuator, to support the statement made. No other out-of-pocket expenses or disbursements have been proven.
50. Similarly, Mr. Fairfull’s affidavit refers, without any particulars or terms, to what counsel referred to as a “gentleman’s agreement” pursuant to which the purchasers agreed to let 264 use the back portion of the parking lot for storage. There is no evidence upon which I can conclude that there was any additional loss suffered, let alone quantify the value of such a loss.
51. As stated above, even if the Westney Deposit is paid over to the Trustee, 264 will realize a net profit of \$135,500. The investors, on the other hand, will recover *de minimus* amounts on their investments. Having considered all of the circumstances, I conclude that it would be unconscionable to permit 264 to retain the additional \$500,000 of the Westney Deposit.

Result and Disposition

52. For all of these reasons, the motion for relief from forfeiture is granted.

53. At the conclusion of argument, counsel for the parties advised the Court that they had reached an agreement as to costs to the effect that the successful party should be entitled to costs in the amount of \$15,000 inclusive of fees, disbursements and HST.
54. The Trustee was successful on the motion. It is entitled to its costs, fixed in the agreed amount of \$15,000 all-inclusive, and payable by 264 within 30 days pursuant to Rule 57.03.
55. Order to go in the form signed by me today which is effective immediately and without the necessity of issuing and entering.

Owen, J.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE	)	FRIDAY, THE 29 TH DAY
	)	
JUSTICE OSBORNE	)	OF SEPTEMBER, 2023

**IN THE MATTER OF THE BANKRUPTCY OF
AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

**ORDER
(Westney Deposit)**

THIS MOTION made by Grant Thornton Limited, in its capacity as trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**”), for an order granting the Trustee relief from forfeiture pursuant to section 98 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended, and directing that the deposit money paid by Pleterski for the purchase of the property located at 725 Westney Road, Ajax, Ontario (the “**Westney Deposit**”) be returned to the Trustee forthwith, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Third Report of the Trustee dated March 14, 2023, including Appendices “P”, “Q” and “R” thereto, and on hearing the submissions of counsel for the Trustee and counsel for 2649360 Ontario Inc., no one else appearing although duly served as appears from the Affidavit of Service of Roxana G. Manea sworn May 17, 2023,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated such that this motion is properly returnable today, and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DIRECTS** that 2649360 Ontario Inc. shall return or cause to be returned to the Trustee, the Westney Deposit in the amount of CAD \$500,000, as soon as reasonably practicable and in any event no later than five (5) business days from the date of this Order.
3. **THIS COURT ORDERS** costs in the amount of \$15,000, inclusive of fees, disbursements and HST, be paid by 2649360 Ontario Inc. within 30 days.
4. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without further need for entry and filing.

IN THE MATTER OF THE BANKRUPTCY OF **AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED**, of the Town of Whitby,
in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

ORDER
(Westney Deposit)

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Pleterski and AP Private Equity Limited

**IN IN THE MATTER OF THE BANKRUPTCY OF AIDEN PLETERSKI and AP PRIVATE EQUITY LIMITED,
of the Town of Whitby, in the Province of Ontario**

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
Proceedings commenced at Toronto, Ontario

SIXTH REPORT OF THE TRUSTEE

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TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE	)	THURSDAY, THE 6 TH
	)	
JUSTICE OSBORNE	)	DAY OF JUNE, 2024

**IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED and AIDEN PLETERSKI,
of the Town of Whitby, in the Province of Ontario**

SUSPENDED AND CONDITIONAL DISCHARGE ORDER

THIS APPLICATION for discharge of the bankrupt, Aiden Pleterski (the “**Bankrupt**”), who was adjudged bankrupt on the 22nd day of August 2022, was heard this day by judicial videoconference via Zoom in Toronto, Ontario,

ON READING the Sixth Report of the Trustee dated May 22, 2024 (the “**Sixth Report**”), and on hearing the submissions of counsel for the Trustee and Bankrupt, and such other counsel as were present, having been served as appears from the affidavit of service of Rebekah O’Hare sworn May 23, 2024:

AND WHEREAS proof has been made of certain facts under s.173 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, B-3, including:

- (a) the assets of the Bankrupt are not of a value equal to fifty cents on the dollar on the amount of the bankrupt’s unsecured liabilities;

- (b) the Bankrupt has omitted to keep such books of account as are usual and proper in the business he carries on and as sufficiently disclose the business transactions and his financial position within the period beginning on the day that is three years before the date of the initial bankruptcy event and ending on the date of the bankruptcy, both dates included;
- (c) the Bankrupt has failed to account satisfactorily for any loss of assets or for any deficiency of assets to meet his liabilities;
- (d) the Bankrupt has brought on, or contributed to, the bankruptcy by rash and hazardous speculations, by unjustifiable extravagance in living, by gambling or by culpable neglect of his business affairs; and
- (e) the Bankrupt has failed to perform the duties imposed on the Bankrupt under the Act or to comply with any order of the court.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in the Report.

CREDIT AND INVESTMENT SOLICITATION BAN

3. **THIS COURT ORDERS** that the Bankrupt is prohibited permanently from applying for, using or obtaining any form of unsecured credit (the “**Credit Ban**”) and from soliciting or marketing debt or equity-based investments, of any kind, to any persons, individuals or corporations, or non-institutional lenders, of any kind (the “**Investment Solicitation Ban**”).

CONDITIONAL DISCHARGE

4. **THIS COURT ORDERS** that the Bankrupt's discharge shall be conditional upon:

- (a) the Bankrupt providing the Trustee with login credentials for all of his accounts with Steam and Binance and other on-line asset and trading platforms;
- (b) the Bankrupt paying to the Trustee the sum of \$4,539,803.00;
- (c) the Bankrupt filing of all pre and post-bankruptcy income tax returns and payment of any income tax liabilities resulting from all post-bankruptcy filings;
- (d) the Bankrupt paying to the Trustee an amount equal to 30% of proven claims;
- (e) the Bankrupt completing the outstanding income and expense statements; and
- (f) the Bankrupt giving a written undertaking to in writing to comply with the Credit Ban and the Investment Solicitation Ban.

(collectively, the "**Conditions of Discharge**").

5. **THIS COURT ORDERS** that a two (2) year suspension of discharge run concurrently with the Conditions of Discharge.

6. **THIS COURT ORDERS** that, in the event of a failure to meet the Conditions of Discharge, Bankrupt shall remain in bankruptcy.

7. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

IN THE MATTER OF THE BANKRUPTCY OF **AP PRIVATE EQUITY LIMITED and AIDEN PLETERSKI**, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

SUSPENDED AND CONDITIONAL DISCHARGE
ORDER

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TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE	)	THURSDAY, THE 6 TH
	)	
JUSTICE OSBORNE	)	DAY OF JUNE, 2024

**IN THE MATTER OF THE BANKRUPTCY OF
AP PRIVATE EQUITY LIMITED and AIDEN PLETERSKI,
of the Town of Whitby, in the Province of Ontario**

ORDER

THIS MOTION made by Grant Thornton Limited, in its capacity as trustee (in such capacity, the “**Trustee**”) of the estates of each of the bankrupts, AP Private Equity Limited and Aiden Pleterski (“**Pleterski**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion dated May 23, 2024 and the Sixth Report of the Trustee dated May 22, 2024 (the “**Sixth Report**”) and on hearing the submissions of counsel for the Trustee and such other counsel as were present, having been served as appears from the affidavit of service of Rebekah O’Hare sworn May 23, 2024:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record of the Trustee is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in the Sixth Report.

ORDER TO DELIVER UP INFORMATION AND FREEZE STEAM ACCOUNTS

3. **THIS COURT ORDERS** that Steam is hereby ordered to provide to the Trustee all information concerning any Steam accounts which may exist and may be maintained by the Bankrupt, including but not limited to the details of the Bankrupt's account activity.

4. **THIS COURT ORDERS AND DIRECTS** Steam to freeze all accounts held by the Bankrupt and prevent any trading or liquidation of the assets of the Bankrupt remaining on Steam or any other online platforms connected to Steam (the "**Accounts Information**").

5. **THIS COURT ORDERS** that the Trustee shall be permitted to use the Accounts Information obtained pursuant to this Order for the purpose of investigating the business and affairs of the Bankrupt pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, B-3 and pursuing legal proceedings to recover any undisclosed assets or reviewable payments made by the Bankrupt to others for the general benefit of the creditors of the estate of the Bankrupts.

6. **THIS COURT ORDERS** that the Trustee shall be permitted to apply to this Court for such further relief as may be appropriate, including, without limitation, such further orders that are required to trace, freeze, and recover any undisclosed assets of the Bankrupt for the general benefit of the estate of the Bankrupt.

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

7. **THIS COURT ORDERS** that the Trustee shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any other Canadian and foreign court, tribunal, regulatory or administrative body (“**Judicial Bodies**”) to give effect to this Order and to assist the Trustee and its respective agents in carrying out the terms of this Order. All Judicial Bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee as may be necessary or desirable to give effect to this Order or to assist the Trustee and its respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry or filing.

IN THE MATTER OF THE BANKRUPTCY OF **AP PRIVATE EQUITY LIMITED** and **AIDEN PLETERSKI**, of the Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceedings commenced at Toronto, Ontario

ORDER

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IN THE MATTER OF THE BANKRUPTCY OF **AP PRIVATE EQUITY LIMITED** and **AIDEN PLETERSKI**, of the
Town of Whitby, in the Province of Ontario

Court File No./Estate No.: BK-22-00208582-OT-31

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
Proceedings commenced at Toronto, Ontario

MOTION RECORD
(returnable on June 6, 2024)

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