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There was no provision in the Supply Agreement which would allow the Herbert Defendants to terminate the agreement.

18. Pursuant to the Supply Agreement the Plaintiff advanced \$45,000.00 to the Herbert Defendants to assist with branding at the Retail Site.

BREACH OF CONTRACT

19. On April 1, 2022 the Herbert Defendants, by Neil Joseph Herbert, provided correspondence that they would be ceasing business operations effective April 17, 2022. The purported justification for the same was that they were not making a profit due to lack of sale and competitiveness in the market.

20. Based on the said correspondence the Herbert Defendants identified that the contract was terminated and indicated that they would not be ordering any additional Petroleum Products from the Plaintiff. The said correspondence also directed the Plaintiff to remove the loaned equipment including signage.

21. The Plaintiff responded indicating that they were not prepared to terminate the Supply Agreement notwithstanding the breach by the Herbert Defendants. The Plaintiff confirmed that in the event of continued operations at the Retail Site that the Supply Agreement would continue in full force and effect and that the Herbert Defendants would recommence purchasing Petroleum Products from the Plaintiff pursuant to that Supply Agreement.

22. The Plaintiff is aware that the Herbert Defendants and the Retail Site are currently undergoing significant renovations and rebranding.

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23. The Plaintiffs plead and the fact is that the Herbert Defendants, and or an affiliated corporation or other entities will continue their retail fuel sales at the Retail Site under the Gen7 brand.

24. At a date unknown to the Plaintiff, the OTC defendants entered into an agreement to supply Petroleum Products to the Retail Site with the Herbert Defendants. OTC knew or ought to have known of the exclusive Supply Agreement with the Plaintiff, when they entered into their own supply agreement in breach of the Supply Agreement.

HERBERT DEFENDANTS ACT IN BAD FAITH, TERMINATES THE SUPPLY AGREEMENT

25. As stated above, the Plaintiff pleads that the Herbert Defendants intend on continuing operations at the Retail Site and purported to terminate the Supply Agreement and rebrand its operations.

26. In its written notice of termination, the Herbert Defendants did not assert any wrongdoing or breach on the part of the Plaintiff. In addition, the Herbert Defendants are in the process of replacing the Pump brand pursuant to the Supply Agreement with the Gen7 brand with the OTC Defendants.

27. The Plaintiff states that this conduct on the part of the Herbert Defendants constitutes a breach of the Supply Agreement and the Herbert Defendants duty of good faith and fair dealings.

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CONSPIRACY, FRAUDULENT MISREPRESENTATION, and INDUCING BREACH OF CONTRACT

28. In or about April 2022, or earlier, while the Plaintiff and Herbert Defendants were parties to the Supply Agreement, the Herbert Defendants and/or ABC Co. and/or John Doe and the OTC Defendants entered into a conspiracy to engage in the following illicit scheme:

- (a) The Herbert Defendants would purportedly terminate the Supply Agreement with the Plaintiff at the Retail Site;
- (b) The Herbert Defendants and the OTC Defendants would enter into an exclusive supply agreement or other agreement, which is in the exclusive knowledge of these Defendants;
- (c) The Retail Site would be rebranded as a Gen7;
- (d) OTC would be the exclusive supplier to the Retail Site;
- (e) The said agreement between the Herbert Defendants and OTC was made knowingly in breach of the Supply Agreement between the Plaintiff and the Herbert Defendants;
- (f) All revenues, profits and benefits of the Supply Agreement that would have been enjoyed by the Plaintiff from the sale of Petroleum Products would be diverted to the OTC defendants.

29. In furtherance of the illicit scheme outlined above, the OTC Defendants:

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- (a) Caused or acquiesced in the purported termination of the Supply Agreement;
- (b) Caused or acquiesced in the false statement of ceasing business operations at the Retail Site;
- (c) Are continuing on a campaign to rebrand and supply Petroleum Product to the Retail Site;
- (d) Have commenced a campaign of misconduct to solicit customers of the Plaintiff and directing them to purportedly terminate long term supply agreements and rebrand sites to allow OTC to supply Petroleum Products to those sites.

30. OTC at all times were aware of the existence and the terms of the Supply Agreement. As such this Defendant intentionally caused or acquiesced in the Herbert Defendants breach of the Supply Agreement and to terminate the Supply Agreement. Such conduct constitutes the wrongful inducing breaches of contract on the part of all the Defendants for which they are liable.

31. On the basis of the foregoing conduct, the Plaintiff states that the Defendants acted in bad faith, in breach of the duty of good faith and fair dealing and in a commercially unreasonable manner.

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DAMAGES

32. As a consequence of the Defendants' wrongful conduct or acquiescence in same as outlined above, the Plaintiffs have suffered, and will continue to suffer, the following losses:

- (a) All revenues from the supply of Petroleum Products at the Retail Site diverted from the Plaintiff to OTC;
- (b) Loss of advances to the Herbert Defendants for Pump branding;
- (c) Loss of goodwill, future profits and diminution in value of the Pump brand.

Further particulars of losses will be provided by the Plaintiffs prior to trial.

CLAIM FOR ACCOUNTING

33. The Defendants are liable to provide a full and proper accounting to the Plaintiff in respect to all sales of Petroleum Products to the Retail Site by OTC or otherwise. The Defendants are further liable to disgorge all profits, revenues or benefits they received as a result of this wrongful conduct as pleaded herein.

CLAIM FOR UNJUST ENRICHMENT

34. The Plaintiff states that the Defendants have been unjustly enriched, directly or indirectly, by virtue of their conduct, acts and omissions as outlined herein, to the detriment of the Plaintiffs. As a direct result of the Defendants' wrongful and tortious

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conduct pleaded herein, the Defendants have received monies in respect of purchase and sale of Petroleum Products at the Retail Site.

35. The Plaintiffs state that they have suffered corresponding losses as outlined herein. The Plaintiffs state that there is no juristic reason to allow the Defendants to continue to be enriched by their conduct. As such, the Plaintiffs states that the Defendants are liable to compensate the Plaintiffs as provided for herein.

INJUNCTIVE RELIEF SOUGHT

Irreparable Harm

36. The Plaintiff states that they are entitled to the full protection of the Supply Agreement for the full 10-year term and for the minimum purchase of 15,000,000 litres of Petroleum Product.

37. The foregoing conduct on the part of Defendants are flagrant breaches of the Supply Agreement. The Plaintiff states that they will be irreparably harmed if the Defendants continue in their conduct as described above.

Balance of Convenience

38. The Plaintiff pleads that the balance of convenience overwhelmingly favours the enforcement of the Supply Agreement. Any harm that would be suffered by the Defendants will far outweigh any possible inconvenience or prejudice to the Defendants should the injunction be granted.

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39. The Defendants will not be inconvenienced or prejudiced in any way by continued operation by supply of Petroleum Products from the Plaintiff, on terms, if necessary, until this motion is heard and until the trial in this matter.

40. Given the Defendants' bad faith conduct herein, the balance of convenience substantially favours granting injunctive relief to the Plaintiffs.

41. The Defendants conduct, acts and omissions herein constitute breaches of the Supply Agreement, breaches of their common law and contractual duty of fair dealing and commercial reasonableness, for which the Defendants ought to be enjoined by this Honourable Court and for which the Defendants are liable to compensate the Plaintiffs.

42. The Plaintiffs state further that the Defendants' conduct throughout was intentional and undertaken specifically with a view to harm the Plaintiffs. The Defendants' conduct therefore constitutes intentional and wrongful interference with the economic interests and contractual relations of the Plaintiffs. The Defendants are therefore liable to be enjoined by this Honourable Court and are liable to compensate the Plaintiffs.

43. The Plaintiffs plead that the wrongful acts and omissions of the Defendants described herein are high-handed, arrogant and morally repugnant. The Plaintiffs plead that the conduct of the Defendants entitles the Plaintiffs to an award of punitive, exemplary or aggravated damages.

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44. The Plaintiffs therefore request that this action be tried in the City of Sault Ste. Marie.

(Date of issue)

O'NEILL DELORENZI NANNE
Barristers & Solicitors
116 Spring Street
Sault Ste. Marie ON P6A 3A1

Brian L. DeLorenzi (46473A)
bldelorenzi@saultlawyers.com
Tel: (705) 949-6901

Lawyers for the Plaintiff

MCDUGALL ENERGY INC.
Plaintiff

-and- **NEIL JOSEPH HERBERT**
Defendant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
SAULT STE. MARIE

STATEMENT OF CLAIM

O'NEILL DELORENZI NANNE
Barristers & Solicitors
116 Spring Street
Sault Ste. Marie ON P6A 3A1

Brian L. DeLorenzi (46473A)
bldelorenzi@saultlawyers.com
Tel: (705) 949-6901

Lawyers for the Plaintiff

This is Exhibit "UU" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Samanta Hill", is positioned above a horizontal line.

A Commissioner, etc.



Hamilton

Small Claims Court

SG22000355330000

**45 Main Street East,
Hamilton, Ontario, L8N 2B7**

Address

905-645-5252

Phone number

Electronically issued: 2022/01/11

Déposé par voie électronique:

Hamilton (45 Main St)

Additional plaintiff(s) listed on attached Form 1A.

Under 18 years of age.

Last name, or name of company Laughlin		
First name Jerry	Second name	Also known as
Address (street number, apt., unit) 276 Rawdon Street, Unit C		
City/Town Brantford	Province Ontario	Phone no.
Postal code N3S 6G8	Email address	
Representative Nolan Ciarlo LLP - Mark Daly		Law Society of Ontario no. 74969A
Address (street number, apt., unit) 1 King Street West, Suite 700		
City/Town Hamilton	Province Ontario	Phone no. 905-522-9261 ext. 224
Postal code L8P 1A4	Email address md@nolanlaw.ca	

Defendant No. 1

Additional defendant(s) listed on attached Form 1A.

Under 18 years of age.

Last name, or name of company Original Traders Energy Ltd.		
First name	Second name	Also known as
Address (street number, apt., unit) 7331 Indian Line Road		
City/Town Wilsonville	Province Ontario	Phone no.
Postal code N0E 1Z0	Email address	
Representative		Law Society of Ontario no.
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	

Les formulaires des tribunaux sont affichés en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

Claim No.

Plaintiff No.

Defendant No. 2

Last name, or name of company Original Traders Energy LP		
First name	Second name	Also known as
Address (street number, apt., unit) 1100 Brant Highway 54, Unit 3		
City/Town Caledonia	Province Ontario	Phone no.
Postal code N3W 2G9	Email address	
Representative		Law Society of Ontario no.
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	

Plaintiff No.

Defendant No.

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	
Representative		Law Society of Ontario no.
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	

Plaintiff No.

Defendant No.

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	
Representative		Law Society of Ontario no.
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Email address	

REASONS FOR CLAIM AND DETAILS

Explain what happened, including where and when. Then explain how much money you are claiming or what goods you want returned.

If you are relying on any documents, you **MUST** attach copies to the claim. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened? See attached Schedule "A".
Where?
When?

How much? \$ 35,000.00
(Principal amount claimed)

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

The plaintiff also claims pre-judgment interest from September 1, 2021 under:
(Date)

(Check only one box) the Courts of Justice Act
 an agreement at the rate of _____ % per year

and post-judgment interest, and court costs.

Prepared on: January 11, 20 22

M. Daly
(Signature of plaintiff or representative)

Issued on: _____, 20 _____

(Signature of clerk)

CAUTION TO DEFENDANT:	IF YOU DO NOT FILE A DEFENCE (Form 9A) and an Affidavit of Service (Form 8A) with the court within twenty (20) calendar days after you have been served with this Plaintiff's Claim, judgment may be obtained without notice and enforced against you. Forms and self-help materials are available at the Small Claims Court and on the following website: www.ontariocourtforms.on.ca .
CAUTION TO PARTIES:	Unless the court orders or the rules provide otherwise, THIS ACTION WILL BE AUTOMATICALLY DISMISSED if it has not been disposed of by order or otherwise two (2) years after it was commenced and a trial date or assessment under subrule 11.03(2) has not been requested.



For information on accessibility of court services for people with disability-related needs, contact:



Telephone: 416-326-2220 / 1-800-518-7901 TTY: 416-326-4012 / 1-877-425-0575

SCHEDULE "A"

1. THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:
 - a) Pecuniary damages in the amount of **\$30,000** for breach of contract (including, without limitation, wrongful dismissal);
 - b) General damages in the amount of **\$25,000** for breach of the *Human Rights Code*;
 - c) Aggravated / moral damages in the amount of **\$25,000**;
 - d) Interest pursuant to the *Courts of Justice Act*;
 - e) Costs pursuant to the *Rules of the Small Claims Court* and the *Courts of Justice Act* plus H.S.T.;
 - f) Such further or other relief as this court deems just.

2. The Plaintiff submits to the jurisdiction of the Small Claims Court and waives all damages in excess of this court's jurisdiction.

THE PARTIES:

3. The Plaintiff, Jerry Laughlin ("*Jerry*"), was born on June 27, 1978, resides in Brantford, Ontario and was, at all material times, employed by the Defendants.

4. The Defendant, Original Traders Energy Ltd., is a corporation incorporated pursuant to the laws of Ontario which, at all material times, carried on the business of transporting gasoline and diesel fuel.

5. The Defendant, Original Traders Energy LP, is a partnership formed pursuant to the laws of Ontario which, at all material times, was comprised of a single corporate partner being

the Defendant, Original Traders Energy Ltd.

6. The Defendants (collectively the “*Company*”) are non-arms length entities that were, at all material times, Jerry’s employer.

THE EMPLOYMENT CONTRACT:

7. In or around **July 2019**, Jerry and the Company entered into a contract of employment (the “*Contract*”) whereby Jerry was employed by the Company as a Truck Driver until he was wrongfully dismissed on **September 1, 2021** as described herein.
8. The Contract was for a term of indefinite hiring and included written, verbal and/or implied terms which were in effect at the time of Jerry’s wrongful dismissal. Pursuant to the Contract, the Company agreed, *inter alia*, as follows:
 - a) Not to dismiss, or constructively dismiss, him without just cause or without reasonable notice (or compensation in lieu of reasonable notice);
 - b) To deal with him fairly, with respect and sensitivity and in good faith at all times, including, without limitation, in the event of his dismissal;
 - c) To provide him with continuing employment as a Truck Driver;
 - d) To pay him at least \$30.75 for every hour that he worked;
 - e) To pay him shift premiums and overtime for every hour that he worked which qualified for same;
 - f) To abide by all statutory requirements including those set out in the *Employment Standards Act* (the “*ESA*”), the *Human Rights Code* (the “*Code*”) and the

Occupational Health and Safety Act (the “*OHSA*”); and

- g) To provide him with continuing coverage under the Company’s group benefit program.

- 9. The Contract did not contain enforceable provisions limiting Jerry’s entitlement to notice or compensation in lieu of notice in the event of his dismissal.

- 10. Under the terms of the Contract, Jerry was responsible for transporting gasoline and diesel fuel to the Company’s customers.

- 11. At the time of his dismissal, Jerry’s average compensation included **\$2,095** in gross weekly wages and pay in lieu of vacation accrual at the rate of **4%** as compared to his gross wages. Jerry expected to earn similar or greater amounts in subsequent years. Attached as **Exhibit #1** are copies of Jerry’s paystubs from **August 2, 2021** to **September 9, 2021** as well as a summary of his coverage under the Company’s group benefit program.

- 12. At all material times, Jerry diligently performed his duties and discharged his obligations under the Contract.

**WORKPLACE HARASSMENT, DISCRIMINATION AND THE POISONED
WORKPLACE ENVIRONMENT:**

- 13. On numerous occasions throughout his employment, Jerry was bullied, discriminated against and harassed by a co-worker named Rob Lowes. Mr. Lowes’ conduct included

numerous insults directed at Jerry, including “*goof*”, “*fuckhead*” and “*faggot*”. Mr. Lowes, furthermore, threatened to cause Jerry to be fired on a number of occasions.

14. Jerry reported the foregoing conduct to the Company on multiple occasions. The Company failed to take any action, or sufficient action, to correct or prevent Mr. Lowes’ offensive conduct and thereby emboldened him.
15. In or around **August 2021**, the bullying, discrimination and harassment culminated in two incidents.
16. On or about **August 23, 2021**, Mr. Lowes contacted Jerry by telephone, yelled at him and called him a “*fucking asshole*”. Mr. Lowes proceeded to make a false report that Jerry had threatened him shortly thereafter. The Company’s Operations and Safety and Compliance Manager, Mark Robinson, confronted Jerry regarding the false report and threatened to terminate Jerry’s employment. Jerry denied threatening Mr. Lowes but, once again, reported the long-standing bullying, discrimination and harassment.
17. Mr. Robinson instructed Jerry and Mr. Lowes to avoid one another following the meeting.
18. On or about **August 31, 2021**, Mr. Lowes deliberately bumped into Jerry and insulted him by whispering “*goof*”. Predictably, given Mr. Lowes instigation, a heated exchange took place which was overheard by Mr. Robinson who, without making any enquiries into the nature of the incident or investigating the cause of the incident in anyway whatsoever, instructed Jerry to go home.
19. The Company did not contact Jerry to make any enquiries or investigate the **August 31,**

2021 incident at any time prior to his wrongful dismissal.

WRONGFUL DISMISSAL:

20. On **September 1, 2021**, Jerry was dismissed without cause. The Company terminated his benefits immediately and advised Jerry that he would receive 3 weeks of severance pay. Attached as **Exhibit #2** is a copy of the dismissal letter.
21. The Company, notwithstanding their position that Jerry was dismissed without cause and their promise to pay 3 weeks of severance pay, failed to remit any severance pay to Jerry whatsoever.
22. Having received no notice of his dismissal and no pay in lieu thereof in accordance with the law, Jerry's dismissal was wrongful and he claims that he is entitled to reasonable notice of his dismissal equivalent to **3 months** and claims all damages arising from the Company's failure to provide such notice.

BREACH OF THE HUMAN RIGHTS CODE:

23. The Company failed to take any preventative or corrective action regarding Mr. Lowes' conduct, despite his use of clearly discriminatory homophobic slurs.
24. The Company therefore discriminated against Jerry on the basis of sex, sexual orientation and perceived sexual orientation.

25. The Company therefore failed to provide a workplace environment that was free from harassment on the basis of sex, sexual orientation and perceived sexual orientation.
26. The Company is liable to Jerry for their breach(es) of the *Code* and he relies upon s. 46.1 thereof.
27. The Company's aforesaid conduct caused Jerry significant injury to his dignity, feelings and self-respect and he claims compensation in the form of general damages to make him whole as a result of the Company's unlawful conduct.

BAD FAITH DISMISSAL

28. The Company owed Jerry a duty of good faith as his employer, which duty it breached by, without limitation, the following:
 - a) Failing to comply with its termination and severance obligations under the *ESA*, at common law and under the Contract;
 - b) Failing to honour its promise to provide Jerry with, at a minimum, 3 weeks of severance pay;
 - c) Refusing to recognize his years of loyal service to the Company upon his dismissal as required by the *ESA*, the Contract and the common law;
 - d) Failing to conduct an investigation regarding Jerry's complaints of workplace harassment as required under the *OHS Act*, the Contract and the common law;
 - e) Failing to take effective action, or any action, to remedy the poisoned workplace

atmosphere that developed at the Company;

- f) Reprising against Jerry for making a workplace harassment complaint;
- g) Failing to conduct a thorough, unfair and unbiased investigation, or any investigation whatsoever, regarding the **August 31, 2021** incident; and
- h) Failing to comply with its obligations to uphold his right to employment without discrimination because of sex, sexual orientation or perceived sexual orientation;
- i) Failing to comply with its obligation to uphold his right to freedom from harassment in the workplace because of sex, sexual orientation or perceived sexual orientation;
- j) Failing to treat Jerry with sensitivity in the manner of his dismissal.

29. As a result of the foregoing Jerry has experienced significant mental distress. Jerry claims moral/aggravated and compensatory damages to compensate him for the damages sustained as a result of the Company's aforesaid conduct, including, without limitation, mental anguish, stress, vexation, injury to Jerry's dignity, feelings and self-respect and psychological injuries with corresponding physical sequelae, which the Company knew or ought to have known would result from their conduct.

MITIGATION:

30. Jerry has taken reasonable steps to find and obtain new employment and commenced new employment on **October 21, 2021**. He does not concede that his new employment is reasonably comparable to his former position with the Company and, therefore, any income derived therefrom should not be considered as mitigation income.

THE LAW:

31. Jerry relies on the *Employment Standards Act*, the *Occupational Health and Safety Act*, the *Ontario Human Rights Code*, the *Courts of Justice Act*, the *Rules of the Small Claims Court* and all other statutory equitable and common law rights which he may have under the circumstances.

DATE: JANUARY 11, 2022

NOLAN CIARLO LLP
Barristers & Solicitors
One King Street West, Suite 700
Hamilton, Ontario L8P 1A4

Mark Daly
LSO#: 74969A
Tel: (905) 522-9261
Fax: (905) 525-5836
Lawyers for the Plaintiff

EXHIBIT #1

Statement Of Earnings And Deductions

Pay Period: August 2, 2021
 Pay Period End: August 8, 2021
 Cheque Date: August 12, 2021

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP

Earnings	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount
REGULAR	33.500	36.00	1,206.00	1188.00	33,858.00
OV1.5	42.750	14.50	619.88	411.25	17,580.96
AUTOVAC			65.84		2,500.44
TRA30.50				234.00	7,137.00
TROT45.75				86.00	3,934.50
Total Earnings			1,711.72		65,010.90
Deductions			Current Amount		YTD Amount
Income Tax			367.40		15,924.86
C.P.P.					3,166.45
E.I.					889.54
Total Deductions			367.40		19,980.85
*****3724		1344.32			
Net Pay			1,344.32		

Unit	Current Earned	Current Taken	UnTaken
AutoVac Dollars	65.84	65.84	

Confidential
10

LAUGHLIN, JERRY
 276-C RAWDON STREET
 BRANTFORD, ON N3S 6G8

Direct Deposit

Net Pay: 1,344.32

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 1110 HIGHWAY 54, UNIT 3
 CALEDONIA, ON N3W 2G9

deluxe

Statement Of Earnings And Deductions

Pay Period: ~~SC2200035538000~~ 9, 2021
 Pay Period End: August 15, 2021
 Cheque Date: August 19, 2021

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP

Earnings	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount
REGULAR	30.750	9.00	276.75	1197.00	34,134.75
OVN 1.5	46.125	4.00	184.50	415.25	17,765.46
PAY ADJ			41.56		41.56
AUTOVAC			95.46		2,595.90
SFT PRM	32.750	18.00	589.50		
SFT PRM	31.750	13.00	425.50	26.00	1,215.00
SFT PRM OT	49.120	7.25	356.12		
SFT PRM OT	52.120	6.00	312.72	13.25	668.84
TR30.50				234.00	7,137.00
TR045.75				86.00	3,934.50
Total Earnings			2,482.11		67,493.01
Deductions			Current Amount	YTD Amount	
Income Tax			686.66		16,611.52
C.P.P.					3,166.45
E.I.					889.54
Total Deductions			686.66		20,667.51
*****3/24 1795.45					
Net Pay			1,795.45		

Unit	Current Earned	Current Taken	UnTaken
AutoVac	95.46	95.46	

Confidential
10

LAUGHLIN, JERRY
 276-C RAWDON STREET
 BRANTFORD, ON N3S 6G8

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 1110 HIGHWAY 54, UNIT 3
 CALEDONIA, ON N3W 2G9

Direct Deposit

Net Pay: **1,795.45**

deluxe

Statement Of Earnings And Deductions

Pay Period: August 16, 2021
 Pay Period End: August 22, 2021
 Cheque Date: August 26, 2021

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP

Earnings	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount
REGULAR	30.750	36.00	1,107.00	1233.00	35,241.75
OVN 1.5	46.125	20.75	957.09	436.00	18,722.55
PAY ADJ					41.56
AUTOVAC			98.20		2,694.10
5FT PRM	34.750	9.00	312.75	45.00	1,527.75
5FT PRM OT				11.75	717.02
TRA30.50				234.00	7,137.00
TROT45.75				86.00	3,934.50
Total Earnings			2,535.22		76,075.22
Deductions			Current		YTD Amount
Income Tax			717.53		17,329.05
C.P.P.					3,166.45
E.I.					889.54
Total Deductions			717.53		21,385.04
*****3724		1835.69			
Net Pay			*** 1,835.69 ***		

Unit	Current	Current	UnTaken
Autovac	98.20	98.20	

Confidential
10

LAUGHLIN, JERRY
 276-C RAWDON STREET
 BRANTFORD, ON N3S 6G8

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 1110 HIGHWAY 54, UNIT 3
 BRANTFORD, ON N3W 2G9

Direct Deposit

Net Pay: 1,835.69

deluxe

Statement Of Earnings And Deductions

Pay Period: August 23, 2021
 Pay Period End: August 29, 2021
 Cheque Date: September 2, 2021

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP

Earnings	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount
REGULAR	30.750	45.00	1,383.75	1278.00	36,625.50
OVT 1.5	46.125	11.00	507.38	447.00	19,229.93
PAY ADJ					41.56
AUTOVAC			75.65		2,769.75
SFT PRM				45.00	1,527.75
SFT PRM OT				14.75	747.02
TRA30.50				234.00	7,137.00
TROT45.75				86.00	3,934.50
Total Earnings			1,966.78		72,013.01
Deductions			Current Amount		YTD Amount
Income Tax			462.96		17,792.01
C.P.P.					3,166.45
E.I.					889.54
Total Deductions			462.96		21,848.00
Net Pay			1,503.82		

Unit	Current Earned	Current Taken	UnTaken
	45.00	75.65	

Confidential
10

LADUHLIN, JERRY
 276-C RAWDON STREET
 BRANTFORD, ON N3S 6G8

Direct Deposit

Net Pay:

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 1110 HIGHWAY 54 UNIT 3
 BRANTFORD, ON N3S 6G8

deluxe

Statement Of Earnings And Deductions

Pay Period: ~~SC2200035330000~~ 30, 2021
 Pay Period End: September 5, 2021
 Cheque Date: September 9, 2021

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 Earnings

	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount
REGULAR	30.750	27.00	830.25	1305.00	37,455.75
OVN 1.5	46.125	10.50	484.31	457.50	19,714.24
PAY ADJ					41.56
AUTOVAC			52.58		2,822.33
SFT PRM				45.00	1,527.75
SFT PRM OT				14.75	747.02
TRA30.50				234.00	7,137.00
TROT45.75				86.00	3,934.50
Total Earnings			1,367.14		73,380.15
Deductions			Current Amount		YTD Amount
Income Tax			259.79		18,051.80
C.P.P.					3,166.45
E.I.					889.54
Total Deductions			259.79		22,107.79
*****3724		1107.35			
Net Pay			***	1,107.35	***

Unit	Current Earned	Current Taken	UnTaken
AutoVac Dollars	52.58	52.58	

Confidential
 10

LAUGHLIN, JERRY
 276-C RAWDON STREET
 BRANTFORD, ON N3S 6G8

Direct Deposit

Net Pay: 1,107.35

(19219)W GEN 7 FUEL MANAGEMENT SERVICES LP
 1110 HIGHWAY 54, UNIT 3
 CALEDONIA, ON N3W 2G9

deluxe

Original Traders Energy LP

Policy # 112107

Sold Plan Design**Benefits****LIFE & AD&D**

Schedule	Flat amount
Maximum	\$25,000
Non Evidence Maximum	\$25,000
Reduction	50% at age 65
Termination Age	70 or earlier retirement

EXTENDED HEALTH CARE**DRUGS**

Plan Type	Pay direct drug card
Drug Type	Mandatory generic
Deductible	Equal to dispensing fee
Coinsurance	80%
Maximum	Unlimited
Fertility Drugs	Not covered
Smoking Cessation	Not covered
Vaccines	Covered

MAJOR MEDICAL

Deductible	None
Coinsurance	80%
Hospital	Semi-private room (100%)
Orthopedic Shoes	\$150 per year
Orthotic Inserts	\$400 per 3 years
Hearing Aids	\$500 per 5 years
Private Duty Nursing	\$10,000 per year (100%)
Out of Province/Country Maximum	\$5M lifetime maximum (100%)
Out of Province/Country Duration	60 days
Employee Assistance Program	Workplace Options

PARAMEDICAL SERVICES

Coinsurance	80%
Covered Practitioners	Chiropractor, Physiotherapist, Psychologist, Osteopath, Podiatrist, Naturopath, Speech Therapist, Massage Therapist, Acupuncturist
Maximum Benefit	\$1,000 all practitioners combined

VISION CARE

Coinsurance	100%
Eyeglasses, Contact Lenses etc.	\$250 every 2 years
Eye Exams	1 exam every 2 years
EHC Termination Age	70 or earlier retirement

Original Traders Energy LP

Policy # 112107

Sold Plan Design

Benefits

DENTAL CARE	
Deductible	None
Level I: Basic and Preventative	80%
Level II: Endodontics and Periodontics	80%
Maximum	\$1,000 per year
Level III: Major Restorative	Not covered
Level IV: Orthodontics	Not covered
Recall	Every 9 months
Units of Scaling	1 unit per recall plus 6 additional units per year
Fee Guide	Current year
Dental Termination	70 or earlier retirement

EXHIBIT #2



7263 Indian Line, Scotland On, NOE 1R0

Jerry Laughlin
276 Rawdon Ave Unit C
Brantford On, N3S 6G8

September 1, 2021

Jerry,

We are sorry to inform you that your employment with Original Traders Energy Logistics will be terminated effective September 1, 2021. You are being terminated without cause so due to this termination you will receive 3 weeks severance pay. Your final paycheck will be paid on the regularly scheduled day and your health benefits will cease immediately. We request that all work property, loading cards , fuel cards be returned immediately as well.

A handwritten signature in black ink, appearing to read "Mark Robinson", with a long horizontal line extending to the right.

Mark Robinson

This is Exhibit "VV" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill".

A Commissioner, etc.

Original Traders Energy															
13-Week Cash Flow Forecast															
In C\$; unaudited	Notes	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
		2/5/22	2/12/22	2/19/22	2/26/22	3/5/22	3/12/22	3/19/22	3/26/22	4/2/22	4/9/22	4/16/22	4/23/22	4/30/22	
Receipts	1														
Customer collections	2	5,833,293	5,974,355	5,974,355	5,974,355	6,086,937	6,408,763	6,408,763	6,408,763	6,408,763	6,753,309	7,825,532	7,825,532	7,825,532	85,708,251
Tax refunds	3	-	-	-	-	-	-	-	-	1,441,317	-	1,440,940	-	-	2,882,257
Total receipts		5,833,293	5,974,355	5,974,355	5,974,355	6,086,937	6,408,763	6,408,763	6,408,763	7,850,079	6,753,309	9,266,472	7,825,532	7,825,532	88,590,508
Operating disbursements															
Purchases	4	-	4,358,740	4,358,740	4,358,740	4,663,759	4,663,759	4,663,759	4,663,759	4,663,759	5,698,857	5,698,857	5,698,857	5,698,857	59,190,444
Pre-filing payments/deposits	5	5,500,000	218,750	218,750	218,750	218,750	-	-	-	-	-	-	-	-	6,375,000
Operating expense	6	940,639	186,783	186,783	1,690,494	438,705	183,660	183,660	187,370	183,660	480,550	225,611	225,611	229,322	5,342,848
Rent and royalties	7	144,164	-	-	-	175,767	-	-	-	-	172,840	-	-	-	492,771
Payroll	8	93,620	93,620	93,620	93,620	84,863	84,863	84,863	84,863	84,863	104,970	104,970	104,970	104,970	1,218,674
Professional fees	9	135,000	85,000	65,000	65,000	90,000	45,000	45,000	45,000	100,000	50,000	50,000	50,000	50,000	875,000
Tax remittances	10	100,000	100,000	5,227,557	100,000	100,000	100,000	5,515,719	100,000	100,000	100,000	7,532,559	100,000	100,000	19,275,835
Bank payments	11	127,388	-	-	-	127,388	-	-	-	-	127,388	-	-	-	382,164
Total operating disbursements		7,040,812	5,042,894	10,150,451	6,526,605	5,899,231	5,077,281	10,493,000	5,080,992	5,132,281	6,734,605	13,611,997	6,179,438	6,183,149	93,152,736
Net cash flow		(1,207,518)	931,461	(4,176,096)	(552,250)	187,706	1,331,482	(4,084,237)	1,327,771	2,717,798	18,704	(4,345,525)	1,646,094	1,642,383	(4,562,228)
Opening cash		9,000,000	7,792,482	8,723,943	4,547,847	3,995,597	4,183,303	5,514,785	1,430,547	2,758,318	5,476,116	5,494,820	1,149,295	2,795,389	9,000,000
Net cash flow		(1,207,518)	931,461	(4,176,096)	(552,250)	187,706	1,331,482	(4,084,237)	1,327,771	2,717,798	18,704	(4,345,525)	1,646,094	1,642,383	(4,562,228)
Ending cash		7,792,482	8,723,943	4,547,847	3,995,597	4,183,303	5,514,785	1,430,547	2,758,318	5,476,116	5,494,820	1,149,295	2,795,389	4,437,772	4,437,772

Original Traders Energy	
13-Week Cash Flow Forecast	
In C\$; unaudited	Total
Receipts	
Customer collections	85,708,251
Tax refunds	2,882,257
Total receipts	88,590,508
Operating disbursements	
Purchases	59,190,444
Pre-filing payments/deposits	6,375,000
Operating expense	5,342,848
Rent and royalties	492,771
Payroll	1,218,674
Professional fees	875,000
Tax remittances	19,275,835
Bank payments	382,164
Total operating disbursements	93,152,736
Net cash flow	(4,562,228)
Opening cash	9,000,000
Net cash flow	(4,562,228)
Ending cash	4,437,772

Original Traders Energy**Estimated assets and liabilities****In C\$; unaudited****Total****Assets**

Cash	9,000,000
Accounts receivables	13,935,581
U.S. excise duty refunds	34,588,346
Fixed assets and equipment	10,000,000

Total Assets **67,523,927****Liabilities**

Royal Bank of Canada	4,499,428
Accounts payable	12,665,510
Ministry of Finance obligations	38,050,958
Canada Revenue Agency obligations	TBD
Canada Border Services Agency obligations	19,376,773
Export Development Canada claim	1,000,000
Potential litigation claims	15,800,000

Total Liabilities **91,392,669**

This is Exhibit "WW" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Simeon Hill", is written above a horizontal line.

A Commissioner, etc.

December 16, 2022

Original Traders Energy LP
7273 Indian Line Rd
Six Nations of the Grand River Territory Unit 220
Scotland, ON N0E1R0
Canada

RE: Prepaid taxes on exported fuel

To Whom It May Concern:

It has been requested that we provide a summary of anticipated tax refund requests for various pre-paid taxes on fuels exported from the State of Michigan to Canada by Original Traders Energy LP. Please find attached a listing of these various taxes, filings already prepared, filings anticipated to be prepared and refunds received from the taxing authorities. This list is based on our current knowledge of taxes prepaid and may not be all inclusive.

If you have any questions, please feel free to contact me at kmoore@uhy-us.com or 586-254-1040.

Very truly yours,



Keith A. Moore
Managing Director

c: Mark Pendery, Jesse Rosensweet

**Original Traders Energy LP
Federal Excise Tax Refund Claims**

<u>Quarter</u>	<u>Date Filed / Submitted</u>	<u>Anticipated Refund</u>
Q1 2021	December 2021	\$ 643,027.00
Q2 2021	December 2021	\$ 1,666,138.00
Q3 2021	December 2021	\$ 2,289,391.00
Q4 2021	February 2022	\$ 2,565,591.00
Q1 2022	June 2022	\$ 2,621,573.00
		<u>\$ 9,785,720.00</u>

**Original Traders Energy LP
Projected Michigan Excise Tax Refund Claims**

<u>Month</u>	<u>Date Filed / Submitted</u>	<u>Anticipated Refund</u>	<u>Refund Issued</u>	<u>Difference</u>
February 2021	AUGUST 2022	\$ 181,036.00	\$ 158,328.11	\$ (22,707.89) A
March 2021	AUGUST 2022	\$ 680,586.00	\$ 657,945.26	\$ (22,640.74) A
April 2021	SEPTEMBER 2022	\$ 587,767.00		
May 2021	NOVEMBER 2022	\$ 828,149.65		
June 2021	DECEMBER 2022	\$ 858,669.75		
July 2021	TBD	\$ 1,067,642.00		
August 2021	TBD	\$ 1,067,363.00		
September 2021	TBD	\$ 992,985.00		
October 2021	TBD	\$ 1,010,663.00		
November 2021	TBD	\$ 1,033,468.00		
December 2021	TBD	\$ 1,415,628.00		
January 2022	TBD	\$ 1,203,606.00		
February 2022	TBD	\$ 1,061,856.00		
March 2022	TBD	\$ 1,367,048.00		
		<u>\$ 13,356,467.40</u>		

A - Differences related to transactions falling outside of 18 month statute or inconsistent support. We can work with Sandra for information on the items with insufficient support and appeal to have these transactions included. State of Michigan issued refund checks in November 2022.

**Original Traders Energy LP
Projected Michigan Prepaid Sales Tax Refund Claims**

<u>Month</u>	<u>Date Filed / Submitted</u>	<u>Projected Refund</u>
February 2021	TBD	\$ 76,838.00
March 2021	TBD	\$ 308,991.00
April 2021	TBD	\$ 297,390.00
May 2021	TBD	\$ 452,805.00
June 2021	TBD	\$ 491,557.00
July 2021	TBD	\$ 621,477.00
August 2021	TBD	\$ 664,932.00
September 2021	TBD	\$ 640,280.00
October 2021	TBD	\$ 655,572.00
November 2021	TBD	\$ 663,745.00
December 2021	TBD	\$ 938,970.00
January 2022	TBD	\$ 815,430.00
February 2022	TBD	\$ 676,727.00
March 2022	TBD	\$ 875,895.00
		<u>\$ 8,180,609.00</u>

REFUNDS ARE EXPECTED TO BE APPLIED FOR FOR PREPAID MICHIGAN SALES TAX BUT MICHIGAN EXCISE TAX HAS BEEN PRIORITIZED DUE TO A 18 MONTH STATUTE FOR FILING CLAIMS RELATED TO MICHIGAN EXCISE TAX REFUNDS.

This is Exhibit "XX" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill".

A Commissioner, etc.

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.
(collectively the "Applicants")**


CONSENT TO ACT AS MONITOR

KPMG INC. hereby consents to act as the Court-appointed Monitor of the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of these proceedings.

Dated at Toronto this 27th day of January, 2023.

KPMG INC.

Per:



Name: Paul van Eyk
Title: President

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO
INC.

Court File No.

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

Proceedings commenced at Toronto

AFFIDAVIT OF SCOTT HILL

AIRD & BERLIS LLP

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

Steven Graff (LSO# 31871V)
Miranda Spence (LSO# 60621M)
Tamie Dolny (LSO#77958U)
Samantha Hans (LSO# 84737H)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the OTE Group

TAB 5

Second Affidavit of Scott Hill, dated January 27, 2023 (sealed)

TAB 6

Court File No.: _____

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

BETWEEN:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL
TRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**SERVICE LIST
(January 27, 2023)**

<u>PARTY</u>	<u>CONTACT</u>
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<p>KPMG INC. Bay Adelaide Centre 333 Bay Street, Suite 4600 Toronto, ON M5H 2S5</p> <p>Proposed Monitor</p>	<p>Duncan Lau Tel: 416-476-2184 Email: duncanlau@kpmg.ca</p> <p>Paul Van Eyk Tel: 647-622-6586 Email: pvaneyk@kpmg.ca</p> <p>Tahreem Fatima Tel: 647-777-5283 Email: tahreemfatima@kpmg.ca</p>
<p>BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Lawyers for KPMG Inc.</p>	<p>Raj S. Sahni Tel: 416-777-4804 Email: sahnir@bennettjones.com</p>
<p>ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p>	<p>Diane Winters Tel: 647-256-7459 Email: diane.winters@justice.gc.ca</p>
<p>ONTARIO MINISTRY OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West, Oshawa, ON L1H 8H5</p>	<p>Email: Insolvency.Unit@ontario.ca</p>
<p>MINISTRY TO FINANCE Account Management and Collections Branch 33 King Street West, 4th floor Oshawa ON L1H 8H5</p>	<p>Ron Hester Tel: 905-441-5871 Email: Ron.Hester@Ontario.ca</p> <p>Enzo Sorgente Tel: 905-243-5314 Email: Enzo.Sorgente@ontario.ca</p> <p>Dave Gerald Tel: 289-928-0976 Email: Dave.Gerald@ontario.ca</p>

<p>BORDEN LADNER GERVAIS Bay Adelaide Centre, East Tower 22 Adelaide St. W Toronto ON M5H 4E3</p> <p>Lawyers for Royal Bank of Canada</p>	<p>Roger Jaipargas Tel: 416-367-6266 Email: Jaipargas@blg.com</p>
<p>TRANSCOURT INC. 2010 Winston Park Drive, Suite 200, Oakville, ON L6H 5R7</p> <p>and</p> <p>2421 Bristol Circle, Suite 206 Oakville ON L6H 5S9</p>	<p>Carlos Duarte Tel: 416-723-6699 Email: cduarte@transcourt.com</p>
<p>ESSEX LEASE FINANCIAL CORPORATION 10768 74th Street SE Calgary AB T2C 5N6</p>	<p>Tel: 403-693-4060 Email: info@elfc.ca</p>
<p>VFS CANADA INC. 238 Wellington St. E, 3rd Floor Aurora ON L4G 1J5</p>	<p>Tel: 905-726-5500 Email: vfs.info.ca@volvo.com</p>
<p>CWB NATIONAL LEASING INC. 1525 Buffalo Place Winnipeg MB R3T 1L9</p>	<p>Tel: 1-800-882-0560 Email: customerservice@cwbnationalleasing.com</p>
<p>MERIDIAN ONECAP CREDIT CORP. 4710 Kingsway, Suite 1500 Burnaby BC V5H 4M2</p>	<p>Tel: 604-646-2200 Email: client.service@meridianonecap.ca</p>

ZURICH INSURANCE COMPANY LTD.

Surety Department
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david.saltmarsh1@zurich.com; jordan.walker@zurich.com; brent.mcallister@zurich.com

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO
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Court File No.

**ONTARIO
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Proceedings commenced at Toronto

APPLICATION RECORD

AIRD & BERLIS LLP

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Brookfield Place
181 Bay Street
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Lawyers for the OTE Group