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30, 2025

COURT FILE NUMBER

2401-01778

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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 COLLISION KINGS GROUP INC. OF THE CMD  
HOLDINGS INC., EAST LAKE COLLISION LTD., MAYLAND HEIGHTS  
COLLISION LTD., SUNRIDGE COLLISION LTD., ARROW AUTO BODY  
LTD., CMD GLASS LTD., ROYAL VISTA COLLISION LTD., STATHKO  
INVESTMENTS LTD., 2199931 ALBERTA LTD., COLLISION KINGS 3  
LTD., NICK'S REPAIR SERVICE LTD., 10026923 MANITOBA LTD. and  
BUNZY'S AUTO BODY LTD.

DOCUMENT

**NEGATIVE CLAIMS PROCEDURE ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

Cassels Brock & Blackwell LLP  
Bankers Hall West  
3810, 888 3rd St SW  
Calgary, AB T2P 5C5

E: [dmarechal@cassels.com](mailto:dmarechal@cassels.com)  
P: 403 351 2920

**Attention: Danielle Marechal**

File no. 055118-00004

Clerk's Stamp



**DATE ON WHICH ORDER WAS PRONOUNCED:** April 29, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice R.W. Armstrong

**UPON THE APPLICATION** of FTI Consulting Canada Inc., in its capacity as Court-appointed monitor with enhanced powers (in such capacity the "**Monitor**") of Collision Kings Group Inc., CMD Holdings Inc., East Lake Collision Ltd., Mayland Heights Collision Ltd., Sunridge Collision Ltd., 2199931 Alberta Ltd., Collision Kings 3 Ltd., Arrow Auto Body Ltd., CMD Glass Ltd., Royal Vista Collision Ltd., Stathko Investments Ltd., Nick's Repair Service Ltd., 10026923 Manitoba Ltd. and Bunzy's Auto Body Ltd. (collectively the "**Debtors**") pursuant to the *Companies Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") for, an order approving the Negative Claims Process (defined herein); **AND UPON** having read the Application of the Monitor filed April 22, 2025, the Sixth Report of the Monitor dated April 22, 2025 and the affidavit of

service of Angeline Gagnon sworn April 28, 2025; **AND UPON** being advised of the Initial Order granted by the Honourable Justice J.T. Neilson in these proceedings on February 7, 2024, the Amended and Restated Initial Order granted by the Honourable Justice M. Lema in these proceedings on February 14, 2024, the Stay Extension Order granted by Justice Gill on March 27, 2024, the Stay Extension Order granted by Justice Romaine on July 25, 2024, the Stay Extension Order granted by Justice Armstrong on October 17, 2024, the Stay Extension, Fee Approval and Retention Incentive Plan Payment Order granted by Justice Jeffrey on December 16, 2024, the Second Amended and Restated Initial Order granted by Justice Jeffrey on December 20, 2024 (the “**SARIO**”) and the Stay Extension, Allocation and Distribution Order granted by Justice Jeffrey on December 20, 2024; **AND UPON** hearing counsel for the Monitor and counsel for any other interested parties; **AND UPON** being satisfied that it is appropriate to do so;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.

**DEFINITIONS AND INTERPRETATION**

2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the SARIO.
3. For the purposes of this Order, the following terms shall have the following meanings:
  - (a) “**100 MB**” means 10026923 Manitoba Ltd.;
  - (b) “**Bunzy’s**” means Bunzy’s Auto Body Ltd.;
  - (c) “**Business Day**” means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta;
  - (d) “**CCAA Proceedings**” means the CCAA proceedings commenced by the Debtors in the Court under Court File No. 2401-01778;
  - (e) “**Claim**” means provable claims, as defined in section 2 of the *Bankruptcy and Insolvency Act* (Canada) against the Manitoba Entities, as of February 7, 2024;
  - (f) “**Claims Bar Date**” means June 16, 2025, 2025 at 5:00 p.m. (Calgary Time);
  - (g) “**Court**” means the Court of King’s Bench of Alberta;
  - (h) “**Creditors**” means the Known Creditors and Unknown Creditors;
  - (i) “**Disputing Creditor**” has the meaning ascribed to that term in paragraph 25 of this Order;

- (j) **"Known Creditor"** means any Person known to the Monitor as having a potential Claim against any of the Manitoba Entities based on the books and records of the Manitoba Entities;
- (k) **"Manitoba Entities"** means 100 MB and Bunzy's;
- (l) **"Monitor's Website"** means <http://cfcanada.fticonsulting.com/collisionkings/>;
- (m) **"Negative Claims Process"** means the process and procedures outlined in this Order;
- (n) **"Negative Notice Claim"** means a Claim that is set out in a Statement of Negative Notice Claim and prepared by the Monitor, which Claim shall be: (i) valued in accordance with the assessment of such Claim by the Monitor, based on the books and records of the Manitoba Entities (including Claims with a quantum of \$0.00) and any negotiations with such Negative Notice Claimant, and (ii) deemed to be accepted in the amount and characterization set out therein unless otherwise disputed by a Negative Notice Claimant in accordance with the procedures outlined herein, and which shall include the Claims of any Persons to whom the Monitor determines to send a Negative Notice Claims Package based on the books and records of the Manitoba Entities;
- (o) **"Negative Notice Claimant"** means a Known Creditor to whom a Statement of Negative Notice Claim is addressed and delivered by the Monitor in accordance with the procedures outlined herein;
- (p) **"Negative Notice Claims Package"** means the package of document(s) to be disseminated by the Monitor to all Negative Notice Claimants in accordance with the terms of this Order, which shall consist of a Statement of Negative Notice Claim and a Notice of Dispute of Negative Notice Claim form, and such other materials as the Monitor may consider appropriate;
- (q) **"NORD"** means notice of revision or disallowance in substantially the form attached as Schedule "C" hereto, which may be prepared by the Monitor and delivered by the Monitor to a Creditor revising or disallowing, in part or in whole, a Claim submitted by such Creditor in a Proof of Claim or Notice of Dispute of Negative Notice Claim;
- (r) **"Notice of Dispute of Negative Notice Claim"** means the notice, substantially in the form included in the Statement of Negative Notice Claim, which may be submitted or delivered to the Monitor by a Negative Notice Claimant disputing a Statement of Negative Notice Claim, with reasons for its dispute in accordance with this Order;
- (s) **"Notice of Dispute of Revision or Disallowance"** means the notice, substantially in the form attached as Schedule "D" hereto, which may be submitted or delivered to the Monitor

by any Creditor who has received a NORD and is disputing the NORD, with reasons for its dispute in accordance with this Order;

- (t) **"Order"** means this Negative Claims Procedure Order;
  - (u) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof, or any other entity;
  - (v) **"Proof of Claim"** means the proof of claim, substantially in the form attached as Schedule "B" hereto, which may be submitted or delivered to the Monitor by any Unknown Creditor in accordance with this Order;
  - (w) **"Statement of Negative Notice Claim"** means the applicable statement to be prepared by the Monitor, and disseminated by the Monitor to each Negative Notice Claimant in accordance with the terms of this Order, which shall state the amount (if any) and characterization of such Negative Notice Claimant's Negative Notice Claim and shall include a description of the security (if any) in respect of such Negative Notice Claim, and which statement shall be substantially in the form attached as Schedule "A" hereto; and
  - (x) **"Unknown Creditor"** means any Person, other than a Known Creditor, who has a potential Claim against any of the Manitoba Entities;
4. Except where otherwise specified herein, all references as to time herein shall mean local time in Calgary, Alberta, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

#### **GENERAL PROVISIONS**

5. Notwithstanding any other provision of this Order, the delivery by the Monitor of Statements of Negative Notice Claim or Proofs of Claim, the filing by any Negative Notice Claimant of a Notice of Dispute of Negative Notice Claim or Notice of Dispute of Revision or Disallowance and the filing by any Unknown Creditor of a Notice of Dispute of Revision or Disallowance, shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the amount and characterization of its Claims or its standing in the CCAA Proceedings, except as specifically set out in this Order.
6. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner or content in which any forms submitted or delivered hereunder are

completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

#### **MONITOR'S ROLE**

7. In addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the SARIO any other orders of the Court in the CCAA Proceedings, the Monitor shall carry out the Negative Claims Process and is hereby authorized, directed and empowered to take such actions and fulfill such roles as contemplated by this Order or are incidental thereto.
8. In carrying out the terms of this Order, the Monitor: (a) shall have all of the protections given to it by the CCAA, the SARIO, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (b) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct, (c) shall be entitled to rely on the books and records of the Manitoba Entities and any information provided by or on behalf of any of the Manitoba Entities, all without independent investigation, (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (e) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Manitoba Entities or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Negative Claims Process.

#### **NOTICE TO CREDITORS**

9. As soon as practicable, but no later than 5:00 p.m. on the May 15, 2025, the Monitor shall:
  - (a) published a notice of the Negative Claims Process once in the Neepawa Banner and Winnipeg Free Press;
  - (b) cause the Negative Notice Claims Packages (or a condensed version thereof, as the Monitor may deem appropriate) to be posted to the Monitor's Website; and
  - (c) cause the Negative Notice Claims Packages to be sent to every Known Creditor, at their last known municipal or e-mail address as recorded in Manitoba Entities' books and records. The Monitor shall specify in the Statement of Negative Notice Claim included in such Negative Notice Claims Package, the amount and characterization of the Known Creditors' Negative Notice Claim.

10. If, prior to the Claims Bar Date, the Monitor becomes aware of any Unknown Creditors who wish to submit a Proof of Claim, the Monitor shall forthwith send such Unknown Creditor a Proof of Claim.
11. To the extent any Creditors request documents or information relating to the Negative Claims Process prior to the Claims Bar Date, the Monitor shall direct such Creditor to the documents posted on the Monitor's Website, or shall otherwise respond to the request for documents or information as the Monitor, may consider appropriate in the circumstances.
12. The Negative Claims Process and the forms of Statement of Negative Notice Claim, Notice of Dispute of Negative Notice Claim, Proof of Claim, Notice of Dispute of Revision or Disallowance and NORD are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make such minor changes to the forms as they Monitor may consider necessary or desirable.
13. The sending of the Negative Notice Claims Packages to the Known Creditors and the publication of notice of the Negative Claims Process in the Neepawa Banner and Winnipeg Free Press and the publishing of the Negative Notice Claims Packages (or a condensed version thereof) on the Monitor's Website, each in accordance with paragraphs 9 of this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of (a) this Order, and (b) the Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

## **CLAIMS PROCEDURE**

### *Known Creditors*

14. If a Negative Notice Claimant wishes to dispute the amount (if any) or characterization of its Negative Notice Claim, as set out in its Statement of Negative Notice Claim, such Negative Notice Claimant shall deliver to the Monitor (in accordance with paragraph 30) a Notice of Dispute of Negative Notice Claim, which must be received by the Monitor by no later than the Claims Bar Date. Such Negative Notice Claimant shall specify in its Notice of Dispute of Negative Notice Claim the details of the dispute with respect to its Claim.
15. If a Negative Notice Claimant does not deliver to the Monitor a completed Notice of Dispute of Negative Notice Claim such that it is received by the Monitor by the Claims Bar Date, disputing its Claim as set out in its Statement of Negative Notice Claim, then (a) such Negative Notice Claimant shall be deemed to have accepted the amount (if any) and characterization of the Negative Notice Claimant's Claim(s) as set out in its Statement of Negative Notice Claim for distribution purposes, and (b) any and all of the Negative Notice Claimant's rights to dispute the Claim(s) as set out in its Statement of Negative Notice Claim or to otherwise assert or pursue the Claim(s) set out in its

Statement of Negative Notice Claim, other than as they are set out in such Statement of Negative Notice Claim, shall be forever extinguished and barred without further act or notification.

16. If a Negative Notice Claimant delivers to the Monitor a completed Notice of Dispute of Negative Notice Claim and the Monitor disagrees with the amount or characterization of the Claim as set out in the Notice of Dispute of Negative Notice Claim, the Monitor shall attempt to resolve such dispute and settle the purported Claim with the Negative Notice Claimant.
17. If the Monitor intends to revise or reject the Notice of Dispute of Negative Notice Claim, the Monitor shall notify the applicable Negative Notice Claimant that its Claim has been revised or rejected, and the reason therefor, by sending a NORD by no later than June 30, 2025.
18. If a Negative Notice Claimant intends to dispute a NORD, they shall comply with the procedure set out in paragraphs 25 to 27 of this Order.
19. If a Negative Notice Claimant receives a NORD and does not dispute the NORD in accordance with the procedure set out in paragraphs 25 to 27 of this Order, then (a) such Negative Notice Claimant shall be deemed to have accepted the amount (if any) and characterization of the Negative Notice Claimant's Claim(s) as set out in its NORD for distribution purposes, and (b) any and all of the Negative Notice Claimant's rights to dispute the Claim(s) as set out in the NORD or to otherwise assert or pursue the Claim(s) set out in its Statement of Negative Notice Claim, other than as they are set out in such NORD, shall be forever extinguished and barred without further act or notification.

#### *Unknown Creditors*

20. Any Unknown Creditor shall be permitted to file a Proof of Claim by the Claims Bar Date. Any Unknown Creditor that does not file a Proof of Claim so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing:
  - (a) is hereby forever barred, estopped and enjoined from asserting or enforcing any such Claim against the Monitor or the Debtors and all such Claims shall be forever extinguished;
  - (b) will not be entitled to receive further notice with respect to the Negative Claims Process or these proceedings with respect to the Claims; and
  - (c) will not be permitted to participate in any distribution on account of such Claim.
21. If an Unknown Creditor delivers to the Monitor a completed Proof of Claim and the Monitor disagrees with the amount or characterization of the Claim as set out in the Proof of Claim, the

Monitor shall attempt to resolve such dispute and settle the purported Claim with the Unknown Creditor.

22. If the Monitor intends to revise or reject the Proof of Claim, the Monitor shall notify the applicable Unknown Creditor that its Claim has been revised or rejected, and the reason therefor, by sending a NORD by no later than June 30, 2025.
23. If an Unknown Creditor intends to dispute a NORD, they shall comply with the procedure set out in paragraphs 25 to 27 of this Order.
24. If an Unknown Creditor receives a NORD and does not dispute the NORD in accordance with the procedure set out in paragraphs 25 to 27 of this Order, then (a) such Unknown Creditor shall be deemed to have accepted the amount (if any) and characterization of the Unknown Creditor's Claim(s) as set out in its NORD for distribution purposes, and (b) any and all of the Unknown Creditor's rights to dispute the Claim(s) as set out in the NORD or to otherwise assert or pursue the Claim(s) set out in its Proof of Claim, other than as they are set out in such NORD, shall be forever extinguished and barred without further act or notification.

#### *Disputing Creditors*

25. Any Creditor who intends to dispute a NORD (each a "**Disputing Creditor**") shall deliver a completed Notice of Dispute of Revision or Disallowance along with the reasons for its dispute, to the Monitor in accordance with paragraph 30 by no later than fifteen (15) Business Days after the date on which the Disputing Creditor is deemed to have received the NORD, or such other date as may be agree to by the Monitor in writing. In addition, any Disputing Creditor must file an application with the Court supported by an affidavit setting out the basis for the dispute and must send the application and affidavit to the Monitor immediately upon filing of same. The application and affidavit must be filed by the Disputing Creditor within fifteen (15) Business Days after sending the Notice of Dispute of Revision or Disallowance to the Monitor and the Disputing Creditor must have the application set down to be heard by no later than August 29, 2025.
26. Upon receipt of a Notice of Dispute of Revision or Disallowance, the Monitor may attempt to consensually resolve the classification and the amount of the Claim with the Disputing Creditor.
27. If a Creditor does not deliver a Notice of Dispute of Revision or Disallowance by the deadlines set out in this Order or does not comply with any of the requirements of paragraph 25 of this Order, the Disputing Creditor shall be deemed to accept the classification and amount of its Claim as set forth in the applicable NORD and such Disputing Creditor's Claim for distribution purposes shall be deemed to be as determined in the NORD and any and all of the Disputing Creditor's rights to dispute the Claim as determined in the NORD or to otherwise assert or pursue such Claim other



than as determined in the NORD for distribution purposes shall be forever extinguished and barred without further act or notification.

## **NOTICE OF TRANSFEREES**

28. If a Known Creditor or any subsequent holder of a Claim who has been acknowledged by the applicable Manitoba Entity as the holder of the Claim transfers or assigns that Claim to another Person, the Monitor shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim, unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes under this Order and the Negative Claims Process, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Negative Claims Process.

## **NOTICE AND COMMUNICATION**

29. Except as otherwise provided herein, the Monitor may deliver any notice or other communication to be given under this Order to any Creditor or other interested Person by sending true copies thereof by email, ordinary mail, such other method by which the Monitor reasonably believes will bring it to the attention of the Creditor or Person to the address last shown on the books and records of the Manitoba Entities or to such address provided by the Creditor, and that any such notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next business day following the date of sending thereof, or, if sent by ordinary mail on the third business day after mailing within Alberta, the fifth business day after mailing within Canada, and the tenth business day after mailing internationally.
30. Any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF format) or personal delivery and addressed to:

**FTI Consulting Canada Inc.**, Monitor of 10026923 Manitoba Ltd. and Bunzy's Auto Body Ltd.

**Attention:** Robert Kleebaum  
Suite 1610, 520 5th Ave SW  
Calgary, Alberta T2P 3R7

**Email:** [robert.kleebaum@FTIConsulting.com](mailto:robert.kleebaum@FTIConsulting.com)

31. In the event that the day on which any notice or communication required to be delivered pursuant to the Negative Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next business day.

**GENERAL**

32. Notwithstanding the terms of this Order, the Monitor or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order or to amend, supplement or modify the Claims Process or this Order.

**SERVICE OF ORDER**

33. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
    - i. the persons listed on the service list created in these proceedings;
    - ii. any other person served with notice of the application for this Order; and
    - iii. any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Monitor's Website; and
- service on any other person is hereby dispensed with.
34. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.



Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**  
**STATEMENT OF NEGATIVE NOTICE CLAIM**

**SCHEDULE "B"**  
**PROOF OF CLAIM**

**SCHEDULE "C"**  
**NORD**

**SCHEDULE "D"**  
**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**