

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

CANADA

PROVINCE OF QUÉBEC

DISTRICT OF MONTRÉAL

No.: 500-11-067044-269

DATE: JULY 29, 2026

BEFORE THE HONOURABLE KAREN M. ROGERS, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF:
LOCATION JOHN SCOTTI INC.

Debtor

-and-

BANK OF MONTREAL

Secured Creditor

-and-

DELOITTE RESTRUCTURING INC.

Receiver / Applicant

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS et al.

Impleaded Parties

-and-

1000153453 ONTARIO INC.

Intervener

-and-

JOHN SCOTTI AUTOMOTIVE LTD.

Force Intervener

JUDGMENT

(Voluntary Aggressive Intervention)

[1] **CONSIDERING** that, without it being necessary to call into question the Intervener's subjective good faith, article 2943 C.C.Q. and the applicable jurisprudence, including John Deere Ltd. c. Ferme Fillion et Mercier, s.e.n.c., 2006 QCCS 4659, Caron c. Plomberie Sylvain Morin inc., 2022 QCCS 50, and Ville de Roberval c. Camions Freightliner MB Trois-Rivières ltée, 2019 QCCA 662, confirm that rights duly registered in the Register of Personal and Movable Real Rights are presumed to be known to the purchaser, who cannot rely on good faith to set them aside, while retaining its remedies against the seller, who was required to provide clear title;

[2] **CONSIDERING** that John Scotti Automotive Ltd., carrying on business as Lamborghini Montréal ("John Scotti Automotive"), confirms at the hearing, through counsel, that it is prepared to refund to 1000153453 Ontario Inc., within twenty-four (24) hours of the rendering of this Judgment, the amount of \$391,385.00, representing the consideration paid in connection with the acquisition of the 2024 Lamborghini Huracán Sterrato bearing vehicle identification number ZHWCG7ZF3RLA29457 (the "Vehicle"); and that such refund is intended solely as restitution of the said consideration and does not constitute a settlement, release, waiver, acquiescence, or full and final settlement of any claim whatsoever between 1000153453 Ontario Inc. and John Scotti Automotive;

[3] **CONSIDERING** that, in order to ensure the orderly surrender of the Vehicle and avoid any additional prejudice, the Vehicle should remain temporarily stored, insured and immobilized within the vehicle collection of 1000153453 Ontario Inc.,

at the expense of 1000153453 Ontario Inc., until it is retrieved by the Receiver, at the Receiver's expense, upon at least twenty-four (24) hours' telephone notice;

[4] **CONSIDERING** that all rights and remedies of Joseph Gagliese and 1000153453 Ontario Inc. and John Scotti Automotive, against each other according to their respective rights, should be expressly, fully and without limitation reserved in connection with the alleged unauthorized sale of the Vehicle, the failure to deliver clear title and all resulting damages;

[5] **FOR THESE REASONS, THE COURT:**

[6] **GRANTS IN PART** the Voluntary Aggressive Intervention of 1000153453 Ontario Inc., dated July 27, 2026, solely for the purpose of giving effect to the terms of this Judgment;

[7] **DISMISSES** the conclusions of the Voluntary Aggressive Intervention sought by 1000153453 Ontario Inc., notably those seeking to exclude the Vehicle from the Approval and Vesting Order ;

[8] **DECLARES** that the Vehicle remains subject to the Approval and Vesting Order to be issued in this matter ;

[9] **TAKES NOTE** of the confirmation made at the hearing by John Scotti Automotive that it is prepared to refund to 1000153453 Ontario Inc. the amount of \$391,385.00 within twenty-four (24) hours of the rendering of this Judgment and **ORDERS IT** to comply therewith;

[10] **ORDERS** that the refund be paid to 1000153453 Ontario Inc. or to its counsel in trust, in accordance with the banking instructions to be provided to John Scotti Automotive;

[11] **DECLARES** that the refund ordered herein constitutes exclusively restitution of the consideration paid for the acquisition of the Vehicle and does not constitute, expressly or implicitly, a settlement, release, waiver, acquiescence, full and final settlement, or complete satisfaction of any claim whatsoever;

[12] **EXPRESSLY, FULLY AND WITHOUT LIMITATION RESERVES** all rights, remedies, claims and causes of action of Joseph Gagliese and 1000153453 Ontario Inc., each according to their respective rights, against John Scotti Automotive and any other natural or legal person (except the Receiver and Bank of Montréal) who may be liable, in connection with the alleged unauthorized sale of the Vehicle, the failure to deliver clear and valid title, the delivery of the Vehicle without valid ownership documentation, the deprivation of the Vehicle and its recovery;

[13] **DECLARES** that this Judgment neither determines nor prejudices fault, liability, causation, or the nature, extent or quantum of the damages alleged by Joseph Gagliese and/or 1000153453 Ontario Inc., all of which remain fully reserved for determination, where appropriate, in a separate proceeding against John Scotti Automotive;

[14] **DECLARES** that John Scotti Automobile's consent to this Judgment and compliance with its terms are made without admission of liability and shall not, now or at any time, constitute or be construed as an acknowledgment or recognition of any fault, liability, causation, damages or other responsibility arising from the matters at issue, all of which remain expressly denied and reserved;

[15] **ORDERS** that, until it is retrieved, the Vehicle shall remain at the secure location where it is currently stored in Ontario, within the vehicle collection of 1000153453 Ontario Inc., immobilized and not operated on public roads;

[16] **PROHIBITS** 1000153453 Ontario Inc. and Joseph Gagliese from selling, transferring, assigning, leasing, encumbering, removing from its current storage location, or otherwise disposing of the Vehicle;

[17] **ORDERS** 1000153453 Ontario Inc. and Joseph Gagliese to allow the Receiver to retrieve the Vehicle, directly or through a carrier retained for that purpose, at the Receiver's sole expense, including all applicable loading, transportation and insurance costs from the time the Receiver takes possession, upon at least twenty-four (24) hours' prior notice to counsel for the Intervener, in order to allow access to the storage location and the safe removal of the Vehicle;

[18] **ORDERS** 1000153453 Ontario Inc. and Joseph Gagliese to cooperate fully in permitting the Receiver to retrieve the Vehicle and, when the Receiver takes possession, to deliver the key and all documents related to the Vehicle, if applicable, which are in their possession;

[19] **WITHOUT COSTS.**

KAREN M. ROGERS, J.S.C.