
Court File No. T-1059-22
FEDERAL COURT

BETWEEN:

SEYLYNN (NORTH SHORE) DEVELOPMENT
LIMITED PARTNERSHIP
Plaintiff

- and -

DENNA HOMES GROUP and ABO TAHERI
Defendants

AND BETWEEN:

ABO TAHERI
Plaintiff by Counterclaim

- and -

SEYLYNN (NORTH SHORE) DEVELOPMENT LIMITED
PARTNERSHIP, SEYLYNN (NORTH SHORE) PROPERTIES
PHASE II LIMITED PARTNERSHIP, DENNA HOMES GROUP,
DENNA HOMES CORP., DENNA MARKETING CORP., DENNA
DEVELOPMENT CORP., DENNA PROPERTIES CORP., and
ABBASALI SHAPOUR HOSSEINI
Defendants to the Counterclaim

CROSS-EXAMINATION OF ABBASALI HOSSEINI
Held via Arbitration Place Virtual
on Friday, May 19, 2023, at 1:00 p.m.

CONDENSED TRANSCRIPT WITH INDEX

Julien Dawson on behalf of Abbasali Hosseini

Scott Foster	on behalf of the Plaintiff
Mike Myschyshyn	and Defendant to the
Nick Pike	Counterclaim, Seylynn
Katherine Williams	(North Shore) Development
	Limited Partnership,
	and the Defendants
	to the Counterclaim
	Seylynn (North Shore)
	Development Limited
	Partnership, Seylynn
	(North Shore) Properties
	Phase II Partnership,
	Denna Development Corp.,
	and Denna Properties Corp.

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LIST OF UNDERTAKINGS, REFUSALS,
AND UNDER ADVISEMENTS

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LIST OF EXHIBITS

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2	Email from Dr. Hosseini to Dr. Abo Taheri dated October 15, 2020	79

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1 Arbitration Place Virtual
 2 --- Upon commencing on Friday, May 19, 2023,
 3 at 1:00 p.m.
 4 MR. DAWSON: Mr. Davis, just
 5 before we begin, I noticed that there is a
 6 typographical error in Dr. Hosseini's affidavit,
 7 paragraph 19, where it says, "I became a director
 8 of the company on December 8, 2021," that should
 9 be 2011.
 10 MR. DAVIS: Sorry, Julien.
 11 Can you give that to me again?
 12 MR. DAWSON: It is
 13 paragraph 19 of Dr. Hosseini's affidavit. It
 14 says, "I became a director of the company on
 15 December 8, 2021." That should be 2011.
 16 MR. DAVIS: Thank you.
 17 AFFIRMED: Abbasali Hosseini
 18 CROSS-EXAMINATION BY MR. DAVIS:
 19 1 Q. Good morning, Dr.
 20 Hosseini.
 21 A. Good morning, Mark.
 22 2 Q. I am counsel for Dr. Abo
 23 Taheri. I am going to ask you a series of
 24 questions this morning. You have been
 25 cross-examined before?

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1 A. No.
 2 3 Q. I will ask a question, we
 3 will pause so that we don't speak over one
 4 another, and then you will answer my question.
 5 Okay?
 6 A. Sure.
 7 4 Q. I will assume that you
 8 have understood my question and that your answer
 9 is responsive to my question. Is that fair?
 10 A. That is fair.
 11 5 Q. This examination is being
 12 conducted over Zoom. You understand you should
 13 keep your camera and microphone on?
 14 A. It is on.
 15 6 Q. And you are alone in the
 16 room?
 17 A. I am alone.
 18 7 Q. You understand that
 19 during the cross-examination, you can't talk, text
 20 or email with anyone about your evidence?
 21 A. Let me silence my phones.
 22 Okay.
 23 8 Q. That is great. Do you
 24 have any documents there with you?
 25 A. Documents? The petition

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1 I have in front of me.
 2 9 Q. You mean your affidavit?
 3 A. Affidavit. Sorry, yes.
 4 10 Q. That is your affidavit
 5 sworn April 28, 2023?
 6 A. Let me check. I
 7 think so.
 8 11 Q. If you look at page 9 --
 9 A. Page 9. That is right.
 10 28 April 2023.
 11 12 Q. Are you looking at a
 12 paper copy of your affidavit or are you looking at
 13 an electronic copy?
 14 A. No, it is iPad.
 15 13 Q. What is the video camera
 16 that you are using?
 17 A. Video camera? What do
 18 you mean?
 19 14 Q. The image that you are
 20 broadcasting is coming from what device? It is
 21 not the same as your iPad. Right?
 22 A. There are two iPads in
 23 front of me. One is the video and one is the
 24 affidavits.
 25 15 Q. I understand. Okay. You

Page 8

1 reviewed your affidavit before you swore it?
 2 A. I did.
 3 16 Q. You are satisfied that it
 4 was accurate and complete subject to the one
 5 correction that Mr. Dawson identified this
 6 morning?
 7 A. I think so, yes.
 8 17 Q. Have you reviewed it
 9 before giving evidence today?
 10 A. No, not really, but I
 11 have it in front of me and we can go paragraph by
 12 paragraph and check it.
 13 18 Q. We will go through
 14 certain aspects of it. Did you meet with counsel
 15 to discuss the cross-examination process?
 16 A. You mean my counsel,
 17 Julien?
 18 19 Q. Yes.
 19 A. Yes.
 20 20 Q. Did you discuss the
 21 questions that I might ask?
 22 MR. DAWSON: Objection.
 23 THE WITNESS: No, please --
 24 MR. DAWSON: Objection,
 25 objection.

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1 MR. DAVIS:
 2 21 Q. Dr. Hosseini, Mr. Dawson
 3 has the right to object to questions. That is why
 4 we have to not talk over one another.
 5 A. Okay.
 6 22 Q. Have you seen the
 7 affidavit of Rouzbeh Ghahroud sworn April 28,
 8 2023?
 9 A. No, I didn't.
 10 23 Q. Have you spoken with Mr.
 11 Mr. Ghahroud about this matter?
 12 A. No.
 13 24 Q. Have you discussed the
 14 cross-examination of Mr. Ghahroud with anyone
 15 before giving evidence today?
 16 A. No.
 17 25 Q. You understand that this
 18 proceeding relates to ownership of certain
 19 trademarks?
 20 A. That is right. This is
 21 what Mr. Taheri is arguing.
 22 26 Q. I know there are other
 23 proceedings, but this one in particular is the
 24 trademark dispute. You understand that?
 25 A. That's it.

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1 A. No, I have not found it
 2 yet. Do you want me to have it in front of me?
 3 33 Q. Yes, I do. Can you find
 4 it, Dr. Hosseini?
 5 A. Not yet. Mr. Davis, can
 6 you tell me what is that about?
 7 34 Q. It is Exhibit A to your
 8 affidavit. It is called the statement of defence
 9 and counterclaim.
 10 A. Do you have the page
 11 number?
 12 35 Q. It has page 1 on the
 13 version that I have. Why don't we put it up on
 14 the screen. Dr. Hosseini, can you look at the
 15 screen?
 16 A. Yes.
 17 36 Q. Can you see here
 18 Exhibit A to your affidavit?
 19 A. Yes, that is Abo Taheri
 20 and Seylynn (North Shore) Development Limited
 21 Partnership. Is that the one?
 22 37 Q. It is the document on the
 23 screen that says statement of defence and
 24 counterclaim, and it has the exhibit stamp as
 25 Exhibit A to your affidavit beside that. Do you

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1 27 Q. You know that this
 2 dispute relates to ownership and use of trademarks
 3 that include the word Denna?
 4 A. That is right.
 5 28 Q. Have you reviewed the
 6 amended statement of claim in this proceeding?
 7 A. Not in details, no. I
 8 can say no.
 9 29 Q. Do you know that Seylynn
 10 (North Shore) Development Limited Partnership is
 11 claiming to own the Denna trademarks and trade
 12 names?
 13 A. Sure, of course.
 14 30 Q. Can we call Seylynn
 15 (North Shore) Development Limited Partnership
 16 Seylynn LP for the purposes of today?
 17 A. Yes, that is okay. That
 18 is a short form.
 19 31 Q. You have attached as
 20 Exhibit A to your affidavit a copy of the
 21 statement of defence and counterclaim. Do you see
 22 that?
 23 A. Exhibit A. Right?
 24 32 Q. Correct. You are
 25 familiar with that document?

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1 see it on the screen?
 2 A. Could you bring it a
 3 little bit down? Statement of defence and
 4 counterclaim? Let me check.
 5 38 Q. You are looking on your
 6 second iPad for your own version of this?
 7 A. That's it, yes, because
 8 in fact it is a smaller image. I can't read it
 9 exactly. Could you read it and go ahead with your
 10 questions?
 11 39 Q. Let me understand the
 12 problem that you are having because we have been
 13 spending several minutes trying to get an exhibit
 14 to your affidavit up in front of you. Do you see
 15 on the screen Exhibit A to your affidavit, the
 16 statement of defence and counterclaim?
 17 A. Yes, I do.
 18 40 Q. You are familiar with
 19 this document?
 20 A. Yes.
 21 41 Q. You reviewed it
 22 carefully?
 23 A. No, in fact. I didn't
 24 review it right now because --
 25 42 Q. But before swearing your

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1 affidavit, you reviewed it --
 2 A. Yes, I did.
 3 43 Q. You are familiar that
 4 these are the allegations that Dr. Taheri is
 5 making. Correct?
 6 A. That is right.
 7 44 Q. Okay. I would like to go
 8 to paragraph 50A of Exhibit A. You understand,
 9 Dr. Hosseini, that Dr. Taheri claims to own the
 10 Denna trademarks and trade names?
 11 A. Yes, I know this is his,
 12 in fact, argument.
 13 45 Q. You know that Dr.
 14 Taheri's position is that as long as he had
 15 control over a particular project, it was okay to
 16 use the Denna trademarks and trade names in
 17 association with that project. Right?
 18 A. No.
 19 46 Q. Go to paragraph 41.
 20 A. Paragraph 41 is in front
 21 of me, yes.
 22 47 Q. You understand that Dr.
 23 Taheri is alleging that the Denna trademarks and
 24 trade names were used to identify Taheri's
 25 services on real estate development projects.

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1 behalf of the partnership.
 2 52 Q. Again, I understand, Dr.
 3 Hosseini, that that is your position. Do you
 4 understand paragraph 41 to be setting out Dr.
 5 Taheri's position that he owned the Denna
 6 trademarks?
 7 A. I read this, yes. I know
 8 that he is arguing this, but I don't understand
 9 the basis of that.
 10 53 Q. All I am asking is what
 11 you understand of Dr. Taheri's position.
 12 A. Yes. I do.
 13 54 Q. All right. You
 14 understand that Dr. Taheri's position is that if
 15 he was ousted from a particular project, his
 16 permission to use the Denna trademarks and trade
 17 names was revoked. Correct?
 18 A. No. In fact, Dr. Taheri
 19 was not ousted. At the time the partnership
 20 terminated its old GP, including me and Dr.
 21 Taheri, that was not just Dr. Taheri to be ousted.
 22 55 Q. We will come to that.
 23 A. Okay.
 24 56 Q. Do you understand Dr.
 25 Taheri claims that you have directed and caused

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1 Correct?
 2 A. No, that is not correct.
 3 In fact, whatever we had in Seylynn development
 4 belongs to the partnership --
 5 48 Q. [Inaudible].
 6 A. -- me and Dr. Taheri.
 7 May I go ahead?
 8 49 Q. You absolutely may.
 9 Sorry. I thought you were finished.
 10 A. Me and Dr. Taheri were
 11 managers of this project, and whatever we did, we
 12 were acting on behalf of the partnership. We
 13 didn't own anything.
 14 50 Q. I understand that that is
 15 your position. Do you understand that Dr.
 16 Taheri's position is that he owned the Denna
 17 trademarks and trade names?
 18 A. No, I don't understand
 19 because this is somehow odd. Dr. Taheri, how come
 20 he could own this? Because we didn't own -- none
 21 of our managers, me or Dr. Taheri, we didn't own
 22 anything. Whatever we did and whatever we acted
 23 was acting on behalf of the partnership.
 24 51 Q. Okay.
 25 A. We were paid to act on

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1 the defendants to continue to use the Denna
 2 trademarks and trade names without his permission?
 3 A. In fact, Denna was
 4 incorporated in my name and Dr. Taheri, so
 5 whatever we did in using this should be, in fact,
 6 with approval of both parties. I mean both
 7 managers.
 8 57 Q. Okay. You say Denna was
 9 incorporated. Which Denna entity are you talking
 10 about?
 11 A. Denna Homes. Denna Homes
 12 was incorporated, and the managers of that
 13 incorporation were Dr. Taheri and myself,
 14 Hosseini.
 15 58 Q. Understood. Denna Homes
 16 Corporation was incorporated. It was controlled
 17 by you and Dr. Taheri, and it was to own the Denna
 18 trademark. Is that your understanding?
 19 A. That is it.
 20 59 Q. Okay. You understand
 21 that Dr. Taheri is claiming that you have
 22 personally directed the infringing activities of
 23 the defendants to counterclaim. Correct?
 24 A. No, not at all.
 25 60 Q. You don't understand that

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1 to be Dr. Taheri's position?
 2 A. I know that is his
 3 position, but I can't understand what is the basis
 4 of that argument.
 5 61 Q. You understand that Dr.
 6 Taheri claims that you have caused the defendants
 7 individually and collectively to use the Denna
 8 trademarks and trade names?
 9 A. No.
 10 62 Q. You don't understand that
 11 to be Dr. Taheri's position?
 12 A. No, Dr. Taheri's position
 13 I don't know, but I didn't do anything against him
 14 or against the benefits of the partnership.
 15 63 Q. You have the statement of
 16 defence and counterclaim Exhibit A to your
 17 affidavit in front of you, and you have carefully
 18 reviewed this document. Correct?
 19 A. Yes, I remember I
 20 reviewed it.
 21 64 Q. You understand that this
 22 sets out Dr. Taheri's allegations?
 23 A. Yes, this is his
 24 allegation.
 25 65 Q. Okay. You understand

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1 that his allegation is that you are using Denna
 2 without his permission?
 3 A. Yes, this is what he is
 4 arguing, but I have not used Denna.
 5 66 Q. We will come to that.
 6 A. Okay.
 7 67 Q. You have known Dr. Taheri
 8 for about 12 years. Is that right?
 9 A. Maybe that is right,
 10 because we started our cooperation and doing
 11 management of the Seylynn 1 since 2011. That's
 12 right.
 13 68 Q. Okay. When you say
 14 Seylynn 1, you mean Seylynn (North Shore)
 15 Developments Limited Partnership. Correct?
 16 A. Seylynn (North Shore)
 17 Development, Seylynn Village. We have two
 18 projects in Seylynn. One is Seylynn 1 and the
 19 other one is Seylynn 2.
 20 69 Q. The limited partnership
 21 that is Seylynn 1 is called Seylynn (North Shore)
 22 Development Limited Partnership?
 23 A. That's it.
 24 70 Q. Okay. And it is
 25 sometimes referred to as Seylynn Village?

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1 A. That is right.
 2 71 Q. There is also a Sentinel
 3 development. Is that right?
 4 A. Sentinel is a separate
 5 project that is not a part of Seylynn 1.
 6 72 Q. I understand. You and
 7 Dr. Taheri are also partners in Sentinel. Is that
 8 right?
 9 A. That is right.
 10 73 Q. You worked on those
 11 projects as business partners?
 12 A. You mean me and Dr.
 13 Taheri?
 14 74 Q. Yes.
 15 A. We both as managers of
 16 the project, managers of the project. That is
 17 right. Limited partnership appointed Dr. Taheri
 18 and myself as managers.
 19 75 Q. Right, and you and Dr.
 20 Taheri controlled the business and directed the
 21 business of Seylynn LP. Correct?
 22 A. On behalf of the
 23 partnership.
 24 76 Q. You are aware that Dr.
 25 Taheri previously used the Denna trademark and

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1 trade names in association with a luxury high-rise
 2 tower in Iran?
 3 A. No, not at all.
 4 77 Q. You have no awareness of
 5 that?
 6 A. No.
 7 78 Q. You are aware that Dr.
 8 Taheri was the one who suggested that Seylynn LP
 9 use the Denna trademark?
 10 A. No, he is not the one,
 11 the only one who did it.
 12 79 Q. I would like to show you
 13 a document. Under the protocol we have
 14 established, Mr. De Pompa is going to email that
 15 to counsel, and we are going to put it up on the
 16 screen.
 17 A. That is an email from Mr.
 18 Bob Marzbani. Right?
 19 80 Q. Yes, that is correct, and
 20 it is dated December 25, 2012. Do you see that?
 21 A. I do.
 22 81 Q. If we move down the
 23 email, it is an email chain, if we move down to
 24 the first email in the chain, there is an email
 25 from Dr. Taheri --

Page 21

1 A. To Bob.
 2 82 Q. -- to Bob Marzbani and to
 3 you. Do you see that?
 4 A. Yes.
 5 83 Q. The subject of the email
 6 is Denna group. Do you see that?
 7 A. I can see that. I can't
 8 read that. It is very --
 9 84 Q. We will make it larger.
 10 A. Okay, good, good. Dear
 11 Bob, hope you are doing well. I was invited to
 12 Mr. Hashemi's home couple nights ago. Okay.
 13 Planning to go to Dubai for one day to meet him
 14 and Mr. Rabiee at the same time. Again, please,
 15 from the beginning?
 16 85 Q. [Inaudible].
 17 A. He did not like the name
 18 Denna group as he thought it is Iranian --
 19 86 Q. Dr. Hosseini, just a
 20 second. I just want to ask, do you remember
 21 receiving this email?
 22 A. No, I think it is years
 23 ago. I don't remember, no.
 24 87 Q. Okay. Do you remember
 25 Dr. Taheri discussing with you the fact that Mr.

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1 Rabiee didn't like the Denna group name?
 2 A. No, I don't.
 3 88 Q. It is your evidence that
 4 you and Dr. Taheri decided to go ahead with the
 5 Denna group name. Is that right?
 6 A. Yes, I think we did, but
 7 Mr. Rabiee didn't oppose. Maybe he didn't like
 8 the name. I don't know. I don't remember. But
 9 whatever we did was on the same page with
 10 partnership. It was what we did when they were --
 11 they were not comfortable with this name.
 12 89 Q. Okay. You don't remember
 13 this specific email?
 14 A. No.
 15 90 Q. Okay. I am going to mark
 16 this email as Exhibit A for identification
 17 purposes.
 18 EXHIBIT NO. A: For
 19 identification: Email
 20 chain dated December 25,
 21 2012.
 22 MR. DAWSON: Mr. Davis, just
 23 on that point, what exactly is being marked? Is
 24 it just the bottom email or is it the one on top
 25 --

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1 MR. DAVIS: I think I would
 2 like to mark the entire document. I know that my
 3 questions have been restricted to the bottom
 4 email, but this is the document in the form that I
 5 have it, so I want to make sure we have a clear
 6 record.
 7 MR. DAWSON: I suppose the
 8 difficulty, though, is that I don't know if the
 9 witness is going to be taken to the email on the
 10 top. It is certainly not a document that he has
 11 identified or authenticated.
 12 MR. DAVIS: I understand that,
 13 and that is why I am marking it for identification
 14 purposes.
 15 MR. DAWSON: All right.
 16 MR. DAVIS:
 17 91 Q. I would like to turn to
 18 the amended statement of claim, and that is not a
 19 document attached to your affidavit, so we are
 20 going to put it up on the screen for you. Alex,
 21 if you can just scroll down, please, to the
 22 amended statement of claim so the witness can see
 23 what the document is. You see this amended
 24 statement of claim?
 25 A. I do.

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1 92 Q. Do you understand this to
 2 be the document by which Seylynn (North Shore)
 3 Development Limited Partnership started this
 4 action?
 5 A. What is the date of this?
 6 No.
 7 93 Q. This particular document
 8 is dated January 16, 2023, and it replaces a
 9 statement of claim that was dated May 26, 2022.
 10 Do you see that?
 11 A. I do. I see that.
 12 94 Q. Okay. Did you give
 13 instructions to commence this action?
 14 A. As far as I remember, no.
 15 95 Q. Do you know who gave
 16 instructions to the limited partnership to
 17 commence this action?
 18 A. No, I don't know.
 19 96 Q. Let's go to paragraph 13.
 20 It says the plaintiff, which is Seylynn LP, by
 21 itself and through its licensees has adopted and
 22 used the Denna word trademarks and Denna trade
 23 names in Canada in association with the
 24 plaintiff's services since at least as early as
 25 December 2012. Do you see that?

Page 25

1 MR. DAWSON: Mr. Davis, I
2 don't mean to interrupt, but the witness has
3 testified that he hasn't reviewed this document
4 before. If you are going to be asking questions
5 about it, I think the witness should have the
6 opportunity to review it.
7 MR. DAVIS: I have some very
8 specific questions about particular paragraphs.
9 MR. DAWSON: I understand
10 that, but I think in fairness to the witness, if
11 you are going to be asking him questions about the
12 document itself, then he should have an
13 opportunity to review it.
14 MR. DAVIS: Okay. Let me try
15 and do it this way because it is a lengthy
16 document, and I hadn't planned to take the time to
17 have the witness go through it. I thought he
18 would be familiar with it. Let me ask the
19 question this way, Mr. Dawson.
20 97 Q. Dr. Hosseini, do you know
21 if Seylynn LP has licensed anyone to use the Denna
22 trademark or Denna trade names?
23 A. No, not officially
24 licensing, but the only case is Sentinel, which
25 they used Denna Sentinel as their project.

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1 A. Denna group were Denna
2 original investors. They have majority of shares
3 on Denna Sentinel.
4 103 Q. Is the Denna group a
5 legal entity, Dr. Hosseini?
6 A. No, no. I just want to
7 give you this information.
8 104 Q. I understand. I just
9 want to understand what it is that you are saying.
10 You are saying that the Denna group was involved
11 in Sentinel, so you and Dr. Taheri allowed
12 Sentinel to use the Denna group trademark. Is
13 that right?
14 A. No, that is not right.
15 105 Q. Help me out, then. I
16 don't understand.
17 A. Because Denna investment
18 which has the majority, they have the majority of
19 Sentinel investment. They agreed to -- Denna said
20 to Sentinel to have -- to be -- to go to the
21 market with the name of Denna Sentinel.
22 106 Q. Okay. You said there was
23 no license?
24 A. No.
25 107 Q. Okay. There was no

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1 98 Q. When the permission was
2 given to use Denna in association with Sentinel,
3 who gave it?
4 A. There was no permission.
5 In Denna Sentinel, Denna group has the majority of
6 the shares, so the LP and management of Sentinel
7 were part of Denna group. They could monitor what
8 is going on to check that the quality is according
9 to Denna quality.
10 99 Q. Again, that is you and
11 Dr. Taheri. Right?
12 A. That is right.
13 100 Q. You had to give
14 permission. Is that right?
15 A. No, I didn't. There was
16 no permission for this. I said Denna group had
17 the majority of the shares, so they had the
18 majority, and they could monitor what is going on
19 over there.
20 101 Q. You say Denna group. Who
21 is Denna group?
22 A. Denna group investment.
23 If you have information about the investment in
24 Sentinel, you see two groups of investors.
25 102 Q. What are they?

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1 record of how the trademarks and trade names were
2 to be used?
3 A. No.
4 108 Q. And they didn't give
5 examples of how the trademarks and trade names
6 were to be used?
7 A. No.
8 109 Q. And they didn't say who
9 could use them specifically?
10 A. No.
11 110 Q. And they didn't say where
12 or when they could be used. Is that right?
13 A. In the marketing, they
14 could use Denna Sentinel name.
15 111 Q. Were there any
16 restrictions on how they could use it?
17 A. I don't remember if there
18 was any restriction. I can't hear you.
19 112 Q. I am pausing because I am
20 trying to do this without taking you to the
21 statement of claim itself. Let me just ask the
22 question as a factual question. You are aware
23 that there are logos with Denna and Denna Homes on
24 them?
25 A. Yes.

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1 113 Q. Do you know who created
2 those logos?
3 A. I think that was created
4 inside the Denna employees, people who were
5 working for Denna were as Denna. This is not a
6 very complicated logo, and they just put together
7 this and they did. I don't remember the names of
8 who. Usually -- I don't know. I don't remember
9 the names, but that was done by the Denna
10 employees.
11 114 Q. Do you know when that was
12 done?
13 A. Not exactly. Maybe it
14 was 2015, 2016, 2015, 2016.
15 115 Q. Do you know who is using
16 the logos?
17 A. Denna is using the logo.
18 116 Q. When you say Denna, who
19 do you mean? Denna Homes Corp?
20 A. Denna Homes Corp, in
21 fact, partnership is using it.
22 117 Q. Seylynn LP is using it?
23 A. Yes.
24 118 Q. Is anybody else using it?
25 A. As far as I know, no.

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1 A. I have it here in front
2 of me.
3 125 Q. You say, "Contrary to
4 what Dr. Taheri alleges, I am not an owner,
5 officer, and director of the LP or, for that
6 matter, Gardens LP." Do you see that? The first
7 sentence?
8 A. No. Sixteen? It is not
9 about that. In or around 2012, Taheri instructed
10 his son. This is what you are meaning?
11 126 Q. No, I am looking at
12 paragraph 16 of your affidavit. It is on the
13 screen, Dr. Hosseini.
14 A. Contrary to what Mr.
15 Taheri alleges, I am not an owner, officer and
16 director of the LP or, for that matter, Gardens
17 LP.
18 127 Q. Okay. You have that?
19 A. Yes, I do.
20 128 Q. Your family owns part of
21 Seylynn LP. Is that correct?
22 A. That is correct.
23 129 Q. You own it through
24 Pan-Pacific Business Corporation. Correct?
25 A. That is right.

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1 119 Q. You don't know if anybody
2 has been licensed to use it?
3 A. No.
4 120 Q. Do you know how Seylynn
5 LP has controlled the use of the logos?
6 A. This logo belongs to
7 Seylynn LP. I don't know how controls it, no, I
8 don't know any kind of control instrument or
9 whatever, no.
10 121 Q. Prior to April 13, 2021,
11 Dr. Taheri would have directed how the logo was
12 used. Is that fair?
13 A. With me. Right?
14 122 Q. I am asking you.
15 A. In fact, me and Dr.
16 Taheri, this logo was for Denna Home Corp, was
17 incorporated. And Dr. Taheri and myself, we are
18 managers of that company.
19 123 Q. You directed how the
20 trademark would be used?
21 A. Yes, both of us.
22 124 Q. Both of you together.
23 Okay. If we could go to paragraph 16 of your
24 affidavit, tell me when you have that up on the
25 screen?

Page 32

1 130 Q. And Pan-Pacific
2 owns 20.7 percent of Seylynn LP?
3 A. I think it is more than
4 that.
5 131 Q. Do you know how much?
6 A. I don't know the exact
7 number.
8 132 Q. Okay. Pan-Pacific is
9 wholly owned by your family?
10 A. That is right.
11 133 Q. You yourself are a
12 shareholder?
13 A. Of Pan-Pacific, you mean?
14 134 Q. Yes.
15 A. Yes.
16 135 Q. We can pull it up if you
17 would like. It is Exhibit O to the affidavit of
18 Stephanie Mills, but I just wanted to confirm that
19 Pedram Hosseini is a director of Pan-Pacific?
20 A. One of the directors,
21 yes.
22 136 Q. Pedram is your son?
23 A. He is.
24 137 Q. And Reza Hiran Hosseini
25 is also a director?

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1 A. That is right.
 2 138 Q. Who is that?
 3 A. Hiran is my son.
 4 139 Q. And you are a director?
 5 A. Yes. I think so, yes.
 6 140 Q. And also the president?
 7 A. Should be. I don't know
 8 exactly. Pan-Pacific incorporated in 1995. It is
 9 a long time, Mr. Davis.
 10 141 Q. You don't know whether
 11 you are a director. Is that fair?
 12 A. I am a director. I don't
 13 remember if I am the president or not. I don't
 14 know.
 15 142 Q. Got it.
 16 A. But I am a director.
 17 143 Q. Okay. Who controls the
 18 business of Pan-Pacific?
 19 A. Management of the
 20 company.
 21 144 Q. That is you?
 22 A. Who else are the
 23 directors? I think it is myself, Pedram, and
 24 perhaps Hiran.
 25 145 Q. There is also, in

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1 fairness, listed Oranous Hosseini?
 2 A. Oranous is my daughter.
 3 Is she a director?
 4 146 Q. If you look at the middle
 5 of the screen --
 6 A. Okay.
 7 147 Q. The third name there,
 8 Oranous Hosseini?
 9 A. Okay. Where do you see
 10 that Oranous is a director?
 11 148 Q. On the first page it says
 12 director information and then it lists your sons,
 13 yourself, and then Oranous?
 14 A. You mean we have four
 15 directors in Pan-Pacific?
 16 149 Q. I think that is what it
 17 looks like to me based on the corporate search.
 18 A. Maybe.
 19 150 Q. Okay.
 20 A. Corporate search. I know
 21 this is -- Mr. Davis, it goes back to 1995, so if
 22 you checked it, that is okay. There is no --
 23 151 Q. Really my question is
 24 just this is a family business to hold your share
 25 of Seylynn. Right?

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1 A. That is right. It is a
 2 family company.
 3 152 Q. Okay. You control that
 4 business with your family?
 5 A. That is right. The
 6 directors of the company, they control the
 7 business.
 8 153 Q. We talked about Seylynn
 9 LP being formed on December 6, 2021. That is at
 10 paragraph 13 of your affidavit?
 11 MR. DAWSON: Mr. Davis, sorry,
 12 that was 2011.
 13 MR. DAVIS: You are right. I
 14 apologize, Mr. Dawson. I am a lawyer, not an
 15 accountant, so I often transpose numbers. Let me
 16 try that again.
 17 154 Q. Seylynn LP was formed on
 18 December 6, 2011. Is that right, Dr. Hosseini?
 19 A. That is right.
 20 155 Q. You have personally been
 21 involved with Seylynn since that time?
 22 A. That is right.
 23 156 Q. Initially Dr. Taheri and
 24 another individual, Ali Hashemi, were managing the
 25 day-to-day business of Seylynn LP. Is that right?

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1 A. I think it was a very old
 2 story. For a short time, Mr. Hashemi was one of
 3 the directors, but later I think even from 2011,
 4 end of 2011 or beginning of 2012, the managers of
 5 the company, I mean Seylynn 1, were Dr. Taheri and
 6 myself.
 7 157 Q. Right, and the first
 8 general partner of Seylynn LP was Seylynn (North
 9 Shore) MP Limited. Correct?
 10 A. Yes, I see that was not
 11 GP. The name was MP.
 12 158 Q. That is right. That is
 13 at paragraph 17 of your affidavit?
 14 A. The first general
 15 partner. That is correct.
 16 159 Q. Both you and Dr. Taheri
 17 are directors of Seylynn (North Shore) MP Limited?
 18 A. Managers. We were
 19 managing partners. Yes, directors of the company.
 20 160 Q. That was your business
 21 partnership and you directed the activities of
 22 Seylynn LP. Right?
 23 A. That is right.
 24 MR. DAWSON: Sorry, Mr. Davis.
 25 What do you mean by business partnership? You are

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1 asking who the directors of a particular company
2 are?
3 MR. DAVIS: I am not asking
4 who the directors of a particular company are. I
5 am following up on the witness's description of he
6 and Dr. Taheri as managers.
7 MR. DAWSON: Right, but my
8 confusion with the questions, you are asking the
9 witness a legal term. People use that term in a
10 colloquial sense. So that I understand what the
11 question is, are you referring back to Seylynn
12 (North Shore) MP Ltd.?
13 MR. DAVIS: I am following up
14 on the answer that the witness gave.
15 MR. DAWSON: I need to
16 understand what the question is, Mr. Davis. That
17 is why I am asking for some clarification.
18 MR. DAVIS: Let me try this
19 again.
20 161 Q. Dr. Hosseini, you and Dr.
21 Taheri managed the business of Seylynn (North
22 Shore) MP Limited. Is that fair?
23 A. On behalf of the
24 partnership.
25 162 Q. You were the decision

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1 167 Q. And by virtue of that,
2 Dr. Taheri's management was terminated. Correct?
3 A. No, not correct. In
4 fact, the management of the old MP was terminated.
5 That includes Dr. Taheri and Dr. Hosseini.
6 168 Q. I understand what you are
7 saying. The same day that Seylynn (North Shore)
8 MP Limited was removed as the general partner of
9 Seylynn LP, a new company was named general
10 partner, Seylynn Village MP Limited. Correct?
11 A. I don't know if it was
12 the same day, but after termination of the old GP
13 or old MP, partnership, in fact, elected or
14 selected two managers to have the new GP, to
15 incorporate the new GP.
16 169 Q. That was you and Mr.
17 Ghahroudi. Right?
18 A. That is right.
19 170 Q. Your management of
20 Seylynn LP continued?
21 A. You know, it is not my
22 management. It is the management of the MP or GP,
23 the names are -- the GP is managing or directing
24 the activities, not individuals.
25 171 Q. But you are the

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1 makers?
2 A. Yes, in fact, we did take
3 decisions, but everything was in coordination with
4 the partnership.
5 163 Q. Ownership of Seylynn
6 (North Shore) MP Limited was split 50/50 between
7 you and Dr. Taheri?
8 A. That is right.
9 164 Q. And Seylynn (North Shore)
10 MP Limited was removed as the general partner of
11 Seylynn MP on April 13, 2021. Correct?
12 A. I don't remember exactly
13 the date, but that was correct. During 2021, the
14 old MP or old GP was removed and terminated by the
15 partnership.
16 165 Q. And by removing Seylynn
17 (North Shore) MP Limited as the general partner of
18 Seylynn LP, Dr. Taheri was effectively removed
19 from his role in managing Seylynn LP. Correct?
20 A. Both of us. Both of us
21 were terminated.
22 166 Q. Specifically Dr. Taheri
23 was terminated?
24 A. No, the MP was
25 terminated.

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1 individual who manages the business of Seylynn
2 Village MP Limited with Mr. Ghahroudi?
3 A. No, no, no. It is not
4 individually done. It is a company. It is a GP
5 that governs and runs the company.
6 172 Q. So who gives instructions
7 on behalf of the company?
8 A. Mr. Ghahroudi and myself.
9 173 Q. You are aware that Dr.
10 Taheri was recently granted leave to commence a
11 derivative action on behalf of Seylynn (North
12 Shore) MP Limited for management fees?
13 A. I have not been in
14 Vancouver, but I heard about it.
15 174 Q. You know that Dr. Taheri
16 is alleging that management fees haven't been paid
17 since December 2020. Correct?
18 A. This is the management
19 fee, the payment of management fee is what is in
20 our books. I don't know to what date the
21 management fee was paid to Dr. Taheri, but
22 definitely after the termination of the old MP or
23 old GP, I think no management fee was going to be
24 paid to Dr. Taheri, who is not a member of the
25 management anymore.

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1 175 Q. You understand that
 2 Seylynn LP has filed a claim against Dr. Taheri,
 3 his wife, and Mirage Trading Corporation?
 4 A. I don't have exact
 5 information about this.
 6 176 Q. You know there is a
 7 claim, though. Right?
 8 A. No. In fact, I don't
 9 recall, Mr. Davis.
 10 177 Q. You don't know that
 11 Seylynn LP is alleging Dr. Taheri owes
 12 \$2.5 million in damages for an alleged misuse of
 13 funds?
 14 MR. DAWSON: Mr. Davis, I
 15 don't mean to interrupt, but I don't think that is
 16 what the claim is about.
 17 MR. DAVIS: I am asking the
 18 question. If the witness doesn't know, the
 19 witness doesn't know.
 20 MR. DAWSON: My only concern
 21 is that it shouldn't be a misleading question to
 22 the witness. That is not what the claim is about.
 23 MR. DAVIS: It was not
 24 intended to be a misleading question. Let me ask
 25 it this way.

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1 there is no big difference.
 2 183 Q. Seylynn phase 2 LP was
 3 formed on December 23, 2011?
 4 A. No, I think that was
 5 after that, but I don't have the exact date.
 6 184 Q. Would it have been long
 7 after 2011 or shortly after?
 8 A. I think it was sometime
 9 -- I am not quite accurate on this, but it should
 10 have been sometime 2014, 2015. I think so. But
 11 that was not incorporated at the beginning. I
 12 mean 2011, no.
 13 185 Q. The intention was to have
 14 the phase 2 limited partnership under the same
 15 branding as the phase 1 limited partnership?
 16 A. Same branding? What do
 17 you mean by same brand?
 18 186 Q. It was also going to be
 19 part of Denna?
 20 A. Yes, Denna belongs to the
 21 partnership, and partnership decides what to do.
 22 I think for the marketing, yes, they will be using
 23 Denna for Seylynn 2, as well.
 24 187 Q. Is there a license
 25 between Seylynn 1 and Seylynn 2 for the Denna

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1 178 Q. Do you know what the
 2 claim against Dr. Taheri, his wife, and Mirage
 3 Trading is about?
 4 A. There is a loan that was
 5 given to Dr. Taheri and he has not paid it back.
 6 That is the case.
 7 179 Q. Okay. Are you aware of a
 8 claim that Dr. Taheri has made against Mr. Mahmoud
 9 Rouzbeh seeking damages from management fees Dr.
 10 Taheri would have received if the GP hadn't been
 11 replaced in April 2021?
 12 A. No, I didn't have any
 13 information about this.
 14 180 Q. Okay. I want to talk a
 15 little bit about Gardens LP for a second. We have
 16 been talking about Seylynn LP. Now I want to talk
 17 about Gardens LP. Okay?
 18 A. Okay. It is Seylynn 2.
 19 181 Q. Your family owns part of
 20 the Seylynn (North Shore) Properties phase 2
 21 limited partnership?
 22 A. Yes, correct.
 23 182 Q. Pretty much the same
 24 ownership structure as Seylynn LP?
 25 A. As far as I remember,

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1 trademark?
 2 A. No, not official
 3 licensing, but I don't know. Maybe in the future
 4 there will be a license. But as far as I know,
 5 there is no licensing.
 6 188 Q. You gave permission for
 7 Seylynn 2 to use Denna. Is that right?
 8 A. Partnership gave it --
 9 189 Q. Who -- sorry. I didn't
 10 mean to interrupt you. Go ahead.
 11 A. I mean Denna is property
 12 of the partnership. Partnership owns it, and
 13 whoever should give this authorization to use
 14 Denna is partnership.
 15 190 Q. So the Seylynn LP 1
 16 partnership gave permission to the Seylynn LP 2
 17 partnership to use Denna. Is that your evidence?
 18 A. I know what your question
 19 is.
 20 191 Q. Maybe that is the wrong
 21 question. Let me try to ask it this way. Did the
 22 families that were involved in Seylynn phase 2
 23 partnership give Seylynn phase 2 partnership
 24 permission to use Denna?
 25 MR. DAWSON: Mr. Davis, just

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1 to be helpful, I think you repeated Seylynn 2
2 twice. I think you meant to say did the families
3 in Seylynn 1 give permission --

4 MR. DAVIS: No. No, I didn't.

5 MR. DAWSON: I am sorry.

6 THE WITNESS: Mr. Davis, to
7 clarify, I can say that Seylynn 2 is at a very
8 preliminary stage. We have not yet done any
9 development or any permitting or anything for
10 Seylynn 2. So usually the trademark or trade name
11 is going to be used at the time of marketing.

12 MR. DAVIS:

13 192 Q. I understand that, but
14 you had told me that Denna had given Seylynn 2
15 permission to use Denna, and I want to understand,
16 was that just the families who were invested in
17 there who gave that permission?

18 MR. DAWSON: Mr. Davis, I
19 don't think you have faithfully recorded what the
20 witness's evidence was. I think what the witness
21 said was that Seylynn 1 partnership gave
22 permission to Seylynn 2.

23 MR. DAVIS: I don't think that
24 is the case, but let me just try to get to the
25 bottom of this.

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1 193 Q. Does Seylynn phase 2 have
2 permission to use the Denna trademarks and trade
3 names?

4 A. Potentially it can use.

5 There is a potential that Seylynn 1 authorizes
6 Seylynn 2 to use Denna. As I said, Denna,
7 Seylynn 2 has not started any type of activity
8 yet.

9 194 Q. Okay. That permission
10 from Seylynn 1 to Seylynn 2 would be given by you.
11 Correct?

12 A. In future maybe.

13 195 Q. I would like to show you
14 another document. We will pull it up on the
15 screen. This is an email from you to --

16 A. Dr. Taheri.

17 196 Q. -- Dr. Taheri. Do you
18 see that?

19 MR. DAWSON: Could you email
20 us a copy, please?

21 MR. DAVIS: Alex, let me know
22 when that is done. Okay. Do you have it, Mr.
23 Dawson?

24 MR. DAWSON: Not yet, no.

25 MR. DAVIS: You let me know

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1 when you do.

2 MR. DAWSON: I will. I still
3 don't have it.

4 MR. DAVIS: You must be using
5 dialup.

6 MR. DAWSON: I don't think so.
7 It has just come.

8 MR. DAVIS: Thank you.
9 197 Q. Dr. Hosseini, you see the
10 email on the screen?

11 A. Yes, that is a courtesy
12 email.

13 198 Q. Right. You sent this to
14 Dr. Taheri?

15 A. Yes, that is right.

16 199 Q. We will mark this as
17 Exhibit 1.

18 EXHIBIT NO. 1: Email
19 from Shapour Hosseini to
20 Abo Taheri dated
21 December 18, 2012.

22 THE WITNESS: As I mention, it
23 is a courtesy email. Don't document it.

24 MR. DAVIS: Well --

25 THE WITNESS: It is just thank

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1 you very much --

2 MR. DAVIS:

3 200 Q. Dr. Hosseini, I
4 appreciate that you are trying to be helpful, but
5 we are going a little slowly, and if you can just
6 listen to my questions and answer my questions,
7 please.

8 A. Please go ahead with your
9 questions.

10 201 Q. Thank you. This is an
11 email you sent to Dr. Taheri on December 18, 2012.
12 Correct?

13 A. Okay.

14 202 Q. You were replying to an
15 email that he sent on December 17. We will scroll
16 down, and you can see that. You see Dr. Taheri's
17 email, Dr. Hosseini? Do you see Dr. Taheri's
18 email?

19 A. Yes, yes, I see. Hereby,
20 I would like to --

21 203 Q. You don't need to read
22 it. I just want to make sure you have it on the
23 screen there.

24 A. Yes, I did. I do.

25 204 Q. Dr. Taheri is providing

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1 an update on the successful rezoning of the
2 Seylynn Village project. Correct?

3 A. Yes.

4 205 Q. He says, "To make a very
5 long story short, we have an approved rezoned
6 project with three towers." Correct?

7 MR. DAWSON: Mr. Davis, if you
8 want to ask questions about the document, you have
9 to let the witness read the document, and you told
10 him not to, so if you want to ask him questions, I
11 think in fairness to the witness he should be able
12 to read it.

13 MR. DAVIS: I am not intending
14 to move through this any more quickly than Dr.
15 Hosseini needs, but I don't know.

16 206 Q. Dr. Hosseini, would you
17 like to read the entire email?

18 A. I tell you just a piece
19 of it I want to.

20 207 Q. Okay. You don't need to
21 read it out loud. Just read it to yourself. Let
22 me know when you are ready.

23 MR. DAWSON: Mr. Davis, would
24 this be a convenient time for a break and then Dr.
25 Hosseini could read the document?

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1 Seylynn 2 existing at that time.

2 211 Q. Do you know what Dr.
3 Taheri was referring to there when he says "our
4 Seylynn 2 project if applicable"?

5 A. If is what? I couldn't
6 see the email. I couldn't read the email.

7 212 Q. Right up on the screen in
8 the middle of the screen, there is a reference to
9 the Seylynn 2 project?

10 A. If there was a difference
11 at that time, that was just projecting that we
12 will have a Seylynn 2 in future, because if you
13 have the documents of Seylynn 2, when we purchased
14 the land, you see it is years after that, this
15 time.

16 213 Q. Let's go to another
17 document, and we will email that to you. This is
18 an email from Hiran Hosseini dated May 30, 2017?

19 A. Yes.

20 MR. DAWSON: Mr. Davis, I
21 don't quite have that document yet.

22 MR. DAVIS: It is on its way.

23 MR. DAWSON: Thank you.

24 MR. DAVIS:

25 214 Q. You are copied on this

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1 MR. DAVIS: You know what? I
2 am happy to take a break. We are moving about
3 half as quickly as I had expected. I don't have
4 any time constraints, but if there are any time
5 constraints on your end, I think we need to deal
6 with them right now.

7 THE WITNESS: Mr. Davis, I
8 have a time constraint. After two hours, in fact,
9 I mean, half an hour after that, I have a meeting.
10 My time, I can be available just for two hours.

11 MR. DAVIS:

12 208 Q. Then we are not going to
13 be able to take a break. We are going to have to
14 keep moving on.

15 A. Okay. If you are not
16 tired, let's go.

17 209 Q. That is fine. Okay. You
18 have had a chance to review the email?

19 A. Okay. Go ahead. It is a
20 long email.

21 210 Q. Fair to say the Seylynn 2
22 project that Dr. Taheri is referring to, that is
23 the Seylynn Gardens project. Right?

24 A. No, if you see the time
25 of this email, which was 2012, there was no

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1 email, Dr. Hosseini?

2 A. CC Abo Taheri, Pedram,
3 Tammy, Dr. Shapour Hosseini, yes, I am copied.

4 215 Q. You recall receiving this
5 email?

6 MR. DAWSON: In fairness, he
7 hasn't had a chance to read the document, which we
8 haven't received yet. Thank you.

9 MR. DAVIS:

10 216 Q. Do you recall receiving
11 this email, Dr. Hosseini?

12 A. Yes, in fact, I am on the
13 CC, but I don't recall anything about that. It is
14 2017.

15 217 Q. Just to be clear, you
16 recall receiving the email, but you don't think it
17 was in 2017?

18 A. It is in 2017, but I say
19 that I don't remember the concept. I don't
20 remember the content of the email, but I see that
21 I have been on CC.

22 218 Q. Okay. You don't remember
23 receiving this email?

24 A. No. After six years, no,
25 I don't.

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1 219 Q. We will mark this as
 2 Exhibit B for identification purposes.
 3 EXHIBIT NO. B: For
 4 identification: Email
 5 from Hiran Hosseini dated
 6 May 30, 2017.
 7 MR. DAVIS:
 8 220 Q. In 2017, Mr. Hiran
 9 Hosseini is saying, "Denna is very beautiful and
 10 the name of our company," and, "My perception is
 11 that Denna is like a protective umbrella which
 12 acts like a corporate brand over all of our
 13 projects." Do you see that?
 14 A. Yes.
 15 221 Q. Is that a correct
 16 expression of how Denna was being used at the
 17 time?
 18 MR. DAWSON: Sorry. Are you
 19 asking -- this isn't an email from the witness.
 20 MR. DAVIS: No, it is an email
 21 from his son, and I am asking if to his knowledge
 22 that is a correct expression of how Denna was
 23 being used at the time.
 24 THE WITNESS: This is what
 25 Hiran argues. Never I discussed it, never I said

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1 that this is right. Hiran was not authorized to,
 2 because he was not part of the management or
 3 anything. Maybe as I said, at that time, we were
 4 cooperating on everything. You see, all of these
 5 emails are kind of courtesy emails.
 6 MR. DAVIS:
 7 222 Q. Right. What they are
 8 saying is: We are going to use Denna for
 9 Seylynn 2, as well. Right?
 10 A. Okay. This is what Hiran
 11 believes. Hiran is who? He is not a manager. He
 12 is not authorized to give direction or whatever.
 13 He is my son.
 14 223 Q. Right. Only you and Dr.
 15 Taheri were authorized to give direction?
 16 A. That is right.
 17 224 Q. Was it your intention
 18 that Denna be used for Seylynn 2?
 19 A. No, not at that time,
 20 2017, no.
 21 225 Q. Was it Dr. Taheri's
 22 intention, to your knowledge?
 23 A. I don't know. You can
 24 ask Dr. Taheri about this.
 25 226 Q. I am asking what you know

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1 about Dr. Taheri's knowledge?
 2 A. No, I don't know.
 3 227 Q. Okay. Let's show you
 4 another document. That was Exhibit B. I am just
 5 going to tell you what I understand about the
 6 document to help you review, and then I am going
 7 to give you a second to review it. Okay? Not a
 8 second. I will give you however much time you
 9 need to review it.
 10 My understanding is that this
 11 is a response from Steve Sugrim to the email from
 12 Hiran we just looked at. Okay?
 13 A. Who is Steve Sugrim? I
 14 don't know him.
 15 228 Q. I was going to ask you
 16 that. His email address is Steve@Seylynn.ca?
 17 A. Maybe he was an employee
 18 at that time.
 19 229 Q. You see you have been
 20 copied on this email?
 21 A. Yes, I am copied.
 22 230 Q. Do you recall receiving
 23 this email?
 24 A. No.
 25 231 Q. We will mark this as

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1 Exhibit C for identification.
 2 EXHIBIT NO. C: For
 3 identification: Email
 4 from Steve Sugrim dated
 5 May 31, 2017.
 6 MR. DAVIS:
 7 232 Q. In the last sentence of
 8 the first paragraph, it says:
 9 "I can also see people
 10 confusing the development
 11 for Denna's headquarters
 12 or head office if we
 13 include Denna in the
 14 name. More buyers might
 15 come in demanding to see
 16 Abo to get deals. LOL."
 17 (As read.)
 18 Do you see that?
 19 A. Yes, but I don't agree
 20 with it. I should know who Steve is and what was
 21 his -- because this is 2017, Mr. Davis.
 22 233 Q. I understand. You don't
 23 recall a Steve working for Seylynn in 2017?
 24 A. I have to check my
 25 records. It seems that he was one of the

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1 employees of Seylynn.
 2 234 Q. He has certainly been
 3 included on an email that is circulating amongst
 4 management. Correct?
 5 A. No, I don't think so. I
 6 can also see people confusing the development of
 7 Denna's -- no, no. This is what he thinks, and
 8 who is Steve? What is his role in this whole
 9 story?
 10 235 Q. You don't know if he was
 11 employed by Seylynn?
 12 A. He was, definitely it
 13 looks like he was, but I don't remember him, and I
 14 don't know what was his position and whether he
 15 was authorized to send emails to managers or
 16 whatever. I don't know.
 17 236 Q. You don't recall
 18 responding to this and saying: You are not
 19 authorized to send this email?
 20 A. No, I didn't. As far as
 21 I know, as far as I recall, I didn't reply to
 22 Steve, but I didn't -- this is not my character to
 23 ask someone like Steve, please don't send emails
 24 to me or whatever.
 25 237 Q. Okay. In paragraph 11 of

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1 not started construction,
 2 both it and the LP are
 3 developing the properties
 4 that comprise the Seylynn
 5 Village project." (As
 6 read.)
 7 Do you see that?
 8 A. Yes.
 9 242 Q. The Seylynn Village
 10 phase 2 has been operating for how many years?
 11 A. Phase 2, as I said, there
 12 is no operation with Seylynn LP 2. We are going
 13 to -- this is the story of the future. We are
 14 going to submit application for Seylynn 2 maybe
 15 this year or 2024, so there are no activities or
 16 operations in Seylynn 2 yet.
 17 243 Q. Okay. Let's turn to
 18 Exhibit E to the Mills affidavit. You don't have
 19 that.
 20 A. This is regarding
 21 Pan-Pacific? No.
 22 244 Q. No, this is your
 23 affidavit dated June 21, 2022.
 24 MR. DAWSON: Mr. Davis, I
 25 don't think that is quite correct. It is a

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1 your affidavit, you have that?
 2 A. Eleven? Yes. On or
 3 about -
 4 238 Q. You don't need to read
 5 it, Dr. Hosseini. Just to be clear, if you want
 6 to read it to yourself, please go ahead. But you
 7 don't need to read it into the record.
 8 A. No, no, I just wanted to
 9 make sure that we are on the same page.
 10 239 Q. Okay.
 11 MR. DAWSON: Sorry to
 12 interrupt, but I don't think the witness is on the
 13 same page with you, Mr. Davis. I think he was
 14 reading from the amended statement of claim, so
 15 you might just want to clarify that with the
 16 witness, please.
 17 MR. DAVIS: Okay.
 18 240 Q. Dr. Hosseini, on the
 19 screen is paragraph 11 of your affidavit. You
 20 have that?
 21 A. No, what I have is
 22 something different. This is statement of
 23 defence. Yes, I have it.
 24 241 Q. Okay. There it states:
 25 "Although Gardens LP has

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1 portion of the witness's affidavit. No more.
 2 MR. DAVIS: I am not sure what
 3 you mean by that.
 4 MR. DAWSON: The affidavit
 5 doesn't -- you have only -- Ms. Mills I believe
 6 has only attached a portion of Dr. Hosseini's
 7 affidavit to her affidavit. It doesn't have a
 8 second half of the affidavit.
 9 MR. DAVIS: Okay. Let's look
 10 at the portion, then, that is attached.
 11 MR. DAWSON: You appreciate
 12 that is not the affidavit that the witness swore,
 13 at least not that portion.
 14 MR. DAVIS: I am going to ask
 15 the witness.
 16 245 Q. Dr. Hosseini, do you
 17 recognize the document that is on the screen?
 18 A. Can you show me the other
 19 pages, please.
 20 246 Q. Yes, we will go through
 21 them. You tell us when to move forward.
 22 A. Okay. Please go ahead
 23 with your question.
 24 MR. DAWSON: Mr. Davis, I
 25 anticipate that if you want to ask questions about

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<p>1 this document, could you email the document to us 2 so that I can forward it to Dr. Hosseini? 3 MR. DAVIS: I think it has 4 been emailed to you. 5 MR. DAWSON: I don't have it 6 yet. 7 MR. DAVIS: 8 247 Q. Dr. Hosseini, are you 9 ready to go forward? 10 A. Please. 11 MR. DAWSON: I still don't 12 have the email from Mr. De Pompa. 13 MR. DAVIS: I don't know what 14 is going on at your end. They are coming out as 15 soon as we call up the document. 16 MR. DAWSON: I will ask Mr. 17 Foster if he has it. 18 MR. FOSTER: I just received 19 it. 20 MR. DAVIS: 21 248 Q. Okay. Dr. Hosseini, are 22 you ready? 23 A. Yes, please go ahead. 24 249 Q. Do you remember giving 25 this statement?</p>	<p>1 A. Which part of this do you 2 mean? 3 250 Q. Do you remember giving 4 this affidavit that is on the screen here? 5 MR. DAWSON: Mr. Davis, I 6 don't mean to be difficult about this, but I think 7 we should refer to it as a portion of Dr. 8 Hosseini's affidavit. That is not what it is. 9 You will see if you go to page 15 of this 10 document, this is the one that I signed using the 11 COVID protocols. 12 THE WITNESS: How come there 13 is no signature, my signature on here? 14 MR. DAVIS: 15 251 Q. If you look at 16 paragraph 100, it says: 17 "I was not physically 18 present before the 19 commissioner when 20 swearing this affidavit 21 but was linked with the 22 commissioner using video 23 technology. I showed the 24 commissioner the front 25 and back of my</p>
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<p>1 government-issued photo 2 identification and 3 reviewed each page of the 4 printed affidavit and 5 exhibits with the 6 commissioner to verify 7 that the pages are 8 identical. I have 9 followed the process 10 described in the notice 11 to profession, the 12 public, and the media 13 dated March 27, 2020." 14 (As read.) 15 Do you remember that? 16 A. Not exactly, but that is 17 okay. Please ask your questions. 18 252 Q. Let me ask my questions. 19 If we look at paragraph 14 -- 20 A. Paragraph 14. We should 21 go there. I can't -- yes. 22 253 Q. You see that? 23 A. Yes. The partnership was 24 formed, yes. 25 254 Q. For the purposes of</p>	<p>1 acquiring and developing property that was located 2 near Fern Street and Mountain Highway in North 3 Vancouver. Right? 4 A. Yes. 5 255 Q. That was the Seylynn 6 (North Shore) Development Limited Partnership. 7 Correct? 8 A. Correct. 9 256 Q. If we go to paragraph 16, 10 you say that during this period, the partnership 11 constructed three residential buildings. Do you 12 see that? 13 A. Yes, the first was called 14 the Beacon. 15 257 Q. Right. And if we go to 16 paragraph 17, the second building was called 17 Horizon? 18 A. Okay. 19 258 Q. Is that correct? 20 A. Yes, that is correct. 21 259 Q. Paragraph 18, the third 22 building was called Compass? 23 A. That is right. 24 260 Q. And in paragraph 20, 25 there is reference to a fourth building called</p>

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1 Apex. Do you see that?
 2 A. Yes, that was, in fact,
 3 the project to be, but at that time I think, as I
 4 recall at that time, just Beacon, Horizon, and
 5 Compass were built.
 6 261 Q. As of June 2022?
 7 A. Let's say that, yes.
 8 262 Q. Apex was not yet built?
 9 A. No.
 10 263 Q. Those were called
 11 collectively the Seylynn Village project. Right?
 12 A. Seylynn Village or
 13 Seylynn 1. That is right.
 14 264 Q. Is Apex Seylynn 2?
 15 A. No, Seylynn 1, part of
 16 Seylynn 1.
 17 265 Q. Okay. That is what I
 18 thought. Thank you. The Seylynn Garden LP
 19 project?
 20 A. Yes.
 21 266 Q. I understand that is now
 22 called Seylynn Centre?
 23 A. Yes, just as a name for
 24 the time being, but once we have the permit and we
 25 want to start the construction and marketing it,

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1 who knows? But now we don't call it Seylynn
 2 Garden. We call it Seylynn Centre for the time
 3 being.
 4 267 Q. Has there been an
 5 application filed to redevelop the property for
 6 Seylynn Centre?
 7 A. No, not yet.
 8 268 Q. And there is no rezoning
 9 application being considered by the city of
 10 Vancouver. Is that right?
 11 A. That is right. In the
 12 past there was an application which was rejected
 13 by the partnership and we cancel because it was
 14 not in the benefit of the partnership, but the new
 15 development.
 16 269 Q. Okay. If we go to your
 17 affidavit that is on the screen, you have that?
 18 MR. DAWSON: I don't mean to
 19 be difficult about this, Mr. Davis, but it is not
 20 his affidavit. It is just a portion of his
 21 affidavit, and it is the portion that I took. The
 22 other portions are missing.
 23 MR. DAVIS: Got it. Okay.
 24 Fair enough. I don't think anything turns on
 25 that, Mr. Dawson, but I am asking questions about

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1 the statements that are made in this particular
 2 affidavit.
 3 270 Q. If you would look at
 4 paragraph 21, beginning at the bottom of the page,
 5 it says:
 6 "Moreover, apart from
 7 some work in 2019, Mr.
 8 Taheri has not been
 9 involved in managing the
 10 Apex's construction, and
 11 there was never an
 12 understanding that the
 13 company would be paid for
 14 services it did not
 15 provide." (As read.)
 16 Do you see that?
 17 A. Yes.
 18 271 Q. That is correct, that Mr.
 19 Taheri has not been involved?
 20 A. In construction of Apex,
 21 he was not involved, no.
 22 272 Q. Fair to say Mr. Taheri
 23 has not had any control over that?
 24 A. Construction of Apex, no,
 25 he didn't have any control over it.

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1 273 Q. If we look at page 6 of
 2 the affidavit, paragraph 36?
 3 A. Yes.
 4 274 Q. You say, "As I have
 5 mentioned, Mr. Taheri was the person at the
 6 company who was chiefly responsible for managing
 7 the construction of Compass." Do you see that?
 8 A. Was what?
 9 275 Q. Who was chiefly
 10 responsible for managing the construction of
 11 Compass?
 12 A. Chiefly? I don't know
 13 why chiefly because Mr. Taheri was not the
 14 responsible. MP was responsible.
 15 276 Q. Okay.
 16 A. Not an individual.
 17 277 Q. So what you said here is
 18 wrong?
 19 A. I tell you that that was
 20 not Mr. Taheri who was responsible for managing
 21 anything. That was MP.
 22 278 Q. Okay. When you said Mr.
 23 Taheri was the person at the company who was
 24 chiefly responsible for managing the construction
 25 of Compass, you are now saying that was incorrect?

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1 A. My role with this respect
2 to the construction aspect of the partnership
3 management was much more limited, and I mostly
4 signed cheques and other documents.
5 279 Q. Let's go back to my
6 question.
7 A. Please.
8 280 Q. In the first sentence,
9 you say that Mr. Taheri was the person at the
10 company who was chiefly responsible for managing
11 the construction of Compass. Do you see that?
12 A. Yes.
13 281 Q. You are telling me today
14 that that statement is incorrect. Is that right?
15 A. That statement doesn't
16 give the whole story.
17 282 Q. Okay. Your affidavit or
18 this portion of your affidavit doesn't give the
19 whole story. Is that fair?
20 A. Let's say yes, doesn't
21 give the whole story.
22 283 Q. Understood. Then you go
23 on in that paragraph to say:
24 "My role with respect to
25 the construction aspects

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1 of the partnership's
2 management was much more
3 limited, and I mostly
4 signed cheques and other
5 documents that Mr. Taheri
6 or others on his behalf
7 put before me to sign."
8 (As read.)
9 Do you see that?
10 A. As I said, this
11 paragraph 36 is not telling the whole story.
12 284 Q. Okay. The second
13 sentence is also inaccurate. Is that right?
14 A. That is not enough.
15 285 Q. Okay. Did you correct
16 this affidavit?
17 A. I don't recall.
18 286 Q. Is there somewhere else
19 in the affidavit where you have modified or
20 amended this statement?
21 A. I don't recall if we did.
22 I have to talk to Mr. Dawson later. But this is
23 not enough, I know. This doesn't tell the whole
24 story.
25 287 Q. If we go to page 10,

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1 paragraph 57, we will pull it up on the screen for
2 you. In paragraph 57, you are talking about the
3 company, which is the managing partner that you
4 and Dr. Taheri were directors of, has been
5 replaced by Seylynn Village MP Limited. Do you
6 see that?
7 A. This happened on
8 April 15, 2021. At that time the partnership
9 limited partners removed the company as its
10 general partner by special resolution. After the
11 company's removal, Seylynn Village LP Limited, MP
12 limited, second GP was admitted as the
13 partnership's new general partner. Yes, that is
14 right.
15 288 Q. That is right. So the
16 original managing partner was removed?
17 A. That is right, both of
18 them.
19 289 Q. You and Dr. Taheri were
20 removed?
21 A. That is right.
22 290 Q. And replaced with you and
23 Mr. Ghahroudi. Right?
24 A. Replaced with a new GP,
25 new general partner.

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1 291 Q. Right, which was managed
2 by you and Mr. Ghahroudi. Correct?
3 A. That is correct.
4 292 Q. At paragraph 60 --
5 A. Paragraph 60, Mr.
6 Marzbani and Mr. Rabiee asked me to --
7 293 Q. Dr. Hosseini, can you
8 just read it to yourself?
9 A. Yes.
10 294 Q. Okay?
11 A. Yes.
12 295 Q. You have become directly
13 involved in managing the Apex development.
14 Correct?
15 A. That is right.
16 296 Q. You are very aware of the
17 considerable amount of work that has gone into
18 managing this new project. Correct?
19 A. Could you repeat your
20 question?
21 297 Q. Yes, you are very aware
22 of the considerable amount of work that has gone
23 into managing this new project. Correct?
24 A. Correct.
25 298 Q. That is because you have

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1 been directly involved in it?

2 A. You know, besides the
3 management, I am one of the main shareholders of
4 the company. I have to take care of my
5 investment, and I wanted to make sure that
6 everything is going smoothly.

7 299 Q. Right. You have been
8 directly involved in all aspects of the project.
9 Fair?

10 A. Yes.

11 300 Q. In fact, in paragraph 62
12 you say, and I am skipping the first two
13 sentences, but if you want to read them I am happy
14 to have you read them. I want to focus on the
15 sentence that begins "additionally." It says:

16 "Additionally I have
17 caused the second GP to
18 hire a new marketing
19 team, and given changes
20 in the market, I have
21 caused the second GP to
22 source and price new
23 materials, equipment, and
24 appliances for the strata
25 properties that are being

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1 built." (As read.)

2 Do you see that?

3 A. Yes, I do. This is the
4 job of a manager, in fact.

5 301 Q. Right. You are directly
6 involved. You go on and say, "I have been
7 responsible for causing the second GP to build
8 Apex's presentation centre." Do you see that?

9 A. Okay.

10 302 Q. That is your
11 responsibility?

12 A. The presentation centre
13 was, in fact, the PC for Compass in the past.
14 Then it was removed and redesigned to be --
15 removed, I mean moved, not removed, and redesigned
16 to be the PC for Apex 2.

17 303 Q. Right. And you were
18 responsible for building that presentation centre?

19 A. No, not me. I don't know
20 what you are --

21 304 Q. I am just reading the
22 paragraph, the sentence that says, "Also, I have
23 been responsible for causing the second GP to
24 build the Apex's presentation centre." Do you see
25 that?

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1 A. Maybe the better version
2 was that the new GP is responsible to do that.

3 305 Q. Okay. So this is another
4 inaccuracy in this affidavit?

5 A. I don't want to say that
6 it is inaccurate.

7 306 Q. You just say it
8 differently? Sorry. I didn't mean to interrupt
9 you. Go ahead.

10 A. Yes, I think, as you
11 know, the general partner is acting on behalf of
12 the management, on behalf of the LP to manage and
13 run the business, so it is not me or Mr. Ghahroud.
14 Both of us as general partner are responsible. I
15 think the wording, it is not inaccurate, but the
16 wording was better to be in that way.

17 307 Q. The next sentence, you
18 say, "Moreover, I caused the second GP to obtain
19 construction financing for the Apex." Do you see
20 that?

21 A. Everywhere that I say I,
22 I mean the GP, not I personally. This is what --

23 308 Q. Okay. So that is another
24 error?

25 A. Mr. Taheri and I --

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1 MR. DAWSON: Mr. Davis, that
2 wasn't -- I don't think the record needs to be
3 littered with editorial comments. The witness did
4 not say that that was an error, and you haven't
5 let him read the full paragraph 62, which starts
6 off on behalf of the second GP, I have had to do
7 all of these things. There is no error, and your
8 characterization is at odds with what he said on
9 this examination and what he said previously.

10 MR. DAVIS: Mr. Dawson, the
11 record is going to be amply clear, and I don't
12 need your speaking objection.

13 309 Q. Let's go on to the next
14 sentence:

15 "None of this had
16 anything to do with Mr.
17 Taheri, and I can say
18 without any hesitation
19 that thousands of man
20 hours have been devoted
21 to these management
22 tasks." (As read.)

23 Do you see that?

24 A. If you mean for Apex,
25 before this time, Mr. Taheri was terminated, in

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1 fact. Not Mr. Taheri. The old GP was terminated,
 2 so there was no role for Mr. Taheri to manage the
 3 company or to do this coordination.
 4 310 Q. I am just trying to
 5 understand, Dr. Hosseini, what you meant when you
 6 said, "I can say without any hesitation that
 7 thousands of man hours have been devoted to these
 8 management tasks." Do you see that?
 9 A. Yes.
 10 311 Q. Is that thousands of man
 11 hours of your time?
 12 A. Our times. I mean
 13 management, Mr. Ghahroud and my time.
 14 312 Q. Go to paragraph 63. I
 15 will give you a chance to read that. Okay?
 16 A. Okay, but I think --
 17 okay. Go ahead, please, with your question.
 18 313 Q. The third sentence says:
 19 "To carry out its duties
 20 to the partnership, I
 21 have caused the second GP
 22 to hire a team of eight
 23 employees, and I also
 24 supervised the sales team
 25 of six members, as well

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1 as several consultants."
 2 (As read.)
 3 Do you see that?
 4 A. Yes.
 5 314 Q. Is that accurate?
 6 A. That is accurate.
 7 315 Q. Okay. You are the person
 8 directly involved in this?
 9 A. The GP is directly
 10 involved in it.
 11 316 Q. And you are acting for
 12 the GP?
 13 A. No. Management, Mr.
 14 Ghahroud and myself, we are acting for the GP.
 15 317 Q. The activities of the GP
 16 and, in turn, the activities of the LP are
 17 controlled by you and Mr. Ghahroud. Is that fair?
 18 A. The GP, yes, but not the
 19 LP. The LP has its own independent body. We are
 20 not coordinating, and we are not giving direction
 21 to LP.
 22 318 Q. The activities of the LP
 23 are not directed by the GP. Is that what you are
 24 saying?
 25 A. Maybe we could give them

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1 consultant, but no, no, they have their own, as I
 2 said, independent body and it is the entire
 3 authority of the GP.
 4 319 Q. Okay. I would like to
 5 turn up a new document. It is an email dated
 6 October 15, 2020, and Mr. De Pompa is emailing
 7 that out and going to put it up on the screen. I
 8 will give you a second to -- well, I will give you
 9 as long as you want to take a look at it. Do you
 10 recognize this email?
 11 A. Yes, that was before
 12 termination of the GP.
 13 320 Q. We will mark this as the
 14 next exhibit, which I think is Exhibit 3. You are
 15 writing to Dr. Taheri on October 15 and saying,
 16 "Proceed with Gardens with rezoning and
 17 consolidation of our 24 properties." Do you see
 18 that?
 19 A. That was the green light
 20 of the LP, but that was before our termination.
 21 That was 2020. When the old GP or MP was
 22 terminated, there was nothing to be done anymore.
 23 EXHIBIT NO. 2: Email
 24 from Dr. Hosseini to Dr.
 25 Abo Taheri dated

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1 October 15, 2020.
 2 MR. DAVIS:
 3 321 Q. In your signature line,
 4 it says managing partner. Do you see that?
 5 A. Yes.
 6 322 Q. Managing partner of Denna
 7 Homes Corporation?
 8 A. Okay.
 9 323 Q. You are the managing --
 10 A. Seylynn (North Shore)
 11 Development LP.
 12 324 Q. Right. So you are the
 13 managing partner of Denna Homes Corporation?
 14 A. Before termination, yes.
 15 325 Q. You are the managing
 16 partner of Seylynn (North Shore) Developments LP?
 17 A. Before termination,
 18 I was.
 19 326 Q. Okay. That is what your
 20 email signature line is intending to convey.
 21 Right?
 22 A. Yes.
 23 327 Q. Okay. I want to turn to
 24 Exhibit F to the Mills affidavit. This is the
 25 decision of Justice Burke. You are familiar with

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<p>1 this action, Dr. Hosseini?</p> <p>2 A. Yes, please go ahead.</p> <p>3 328 Q. You understand that in</p> <p>4 this proceeding, Dr. Taheri was granted leave to</p> <p>5 commence a proceeding on behalf of Seylynn (North</p> <p>6 Shore) MP for unpaid management fees?</p> <p>7 A. Okay.</p> <p>8 329 Q. If we look at</p> <p>9 paragraph 1, that is what it is saying. Right?</p> <p>10 A. Regarding the leave you</p> <p>11 mean, yes.</p> <p>12 330 Q. Okay. If we look at</p> <p>13 paragraph 76, it says:</p> <p>14 "At the outset, I note</p> <p>15 that Dr. Hosseini is a</p> <p>16 director of the new</p> <p>17 general partner company.</p> <p>18 He, therefore, has</p> <p>19 fiduciary duties to both</p> <p>20 the new company and the</p> <p>21 partnership. Mr.</p> <p>22 Hosseini, therefore, has</p> <p>23 a prima facie conflict of</p> <p>24 interest between his</p> <p>25 duties to Seylynn with</p>	<p>1 regard to any decision to</p> <p>2 commence a proceeding</p> <p>3 against the partnership."</p> <p>4 (As read.)</p> <p>5 Do you see that?</p> <p>6 A. I see that this is a new</p> <p>7 ruling. I have not yet been able to study about</p> <p>8 that and consult with my lawyers, but okay, what</p> <p>9 do you mean? I see that.</p> <p>10 331 Q. You are aware that that</p> <p>11 is what the court has found. Correct?</p> <p>12 A. Yes.</p> <p>13 332 Q. If we go to paragraph 83,</p> <p>14 it says:</p> <p>15 "In contrast, Dr.</p> <p>16 Hosseini initially</p> <p>17 refused to decide one way</p> <p>18 or another on the</p> <p>19 arbitration, claiming he</p> <p>20 needed more information</p> <p>21 because he did not</p> <p>22 understand the claim. He</p> <p>23 then asked for a formal</p> <p>24 directors meeting to</p> <p>25 discuss the merits of</p>
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<p>1 claim (which was not</p> <p>2 necessary) and suggested</p> <p>3 they seek a legal opinion</p> <p>4 (which he could have</p> <p>5 sought himself)." (As</p> <p>6 read.)</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 333 Q. You are aware that the</p> <p>10 court found this, as well?</p> <p>11 A. Okay. This is a new</p> <p>12 ruling. I have not yet been able to study it</p> <p>13 carefully.</p> <p>14 334 Q. But you know that that is</p> <p>15 what the court found. Right?</p> <p>16 A. Yes.</p> <p>17 335 Q. Okay. In paragraph 84:</p> <p>18 "On balance, Dr. Taheri</p> <p>19 has a better claim to the</p> <p>20 moral high ground of good</p> <p>21 faith in this proceeding</p> <p>22 than does Dr. Hosseini.</p> <p>23 Every position Dr.</p> <p>24 Hosseini takes must be</p> <p>25 viewed through the lens</p>	<p>1 of his aforementioned</p> <p>2 conflict of interest.</p> <p>3 Given that the</p> <p>4 partnership has</p> <p>5 significant assets and</p> <p>6 operations -- and Seylynn</p> <p>7 has no assets or</p> <p>8 operations -- Dr.</p> <p>9 Hosseini's retention of</p> <p>10 his directorship in</p> <p>11 Seylynn would appear to</p> <p>12 serve one purpose: To</p> <p>13 prevent the company from</p> <p>14 pursuing arbitration."</p> <p>15 (As read.)</p> <p>16 Do you see that?</p> <p>17 A. This is a part of the</p> <p>18 ruling.</p> <p>19 336 Q. Okay. Again, you are</p> <p>20 aware of the court's decision there.</p> <p>21 Paragraph 134, it says:</p> <p>22 "Seylynn is in a deadlock</p> <p>23 position, and Dr. Taheri</p> <p>24 has made reasonable</p> <p>25 efforts to have Dr.</p>

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1 Hosseini consent to
 2 letting this claim
 3 proceed. Dr. Hosseini
 4 resists and is in a clear
 5 conflict of interest
 6 between his duties to
 7 Seylynn and the
 8 partnership. I have
 9 concluded that Dr. Taheri
 10 brings this application
 11 in good faith and the
 12 proposed claim appears to
 13 be in the best interests
 14 of Seylynn." (As read.)
 15 Do you see that?
 16 A. I see that, but I am not
 17 in a position to judge Judge Burke's decision. I
 18 see that.
 19 337 Q. That is what Judge Burke
 20 found. Right?
 21 A. Yes.
 22 338 Q. And you know that?
 23 A. I know that, but I have
 24 not been able to go through it and to carefully
 25 read it, and I don't know. I have to talk to my

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1 lawyers about it.
 2 339 Q. Okay. I don't want to
 3 get into what you are going to talk to your lawyer
 4 about. That is fine.
 5 Denna Properties Corp,
 6 switching gears here, you and Mr. Ghahroud are the
 7 directors of Denna Properties Corp?
 8 A. I don't recall whether we
 9 have changed. I think no.
 10 340 Q. Denna Properties Corp was
 11 incorporated on February 18, 2022?
 12 A. Oh, you are right. Denna
 13 Properties and Denna Development. You are right.
 14 Mr. Ghahroud and myself, we are managers of those
 15 companies.
 16 341 Q. You also have ownership
 17 50/50?
 18 A. That is right.
 19 342 Q. Whose idea was it to
 20 incorporate these companies with Denna in the
 21 name?
 22 A. Mr. Ghahroud and myself.
 23 I mean the new GP.
 24 343 Q. Did you get permission to
 25 use Denna from anyone?

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1 A. No.
 2 344 Q. My understanding is that
 3 Denna Properties and Denna Development were
 4 incorporated to potentially conduct business in
 5 the future?
 6 A. Who knows? Yes, we have
 7 not used these two companies. That was just an
 8 incorporation, and maybe in future, it depends if
 9 the partnership decided maybe in the future it
 10 will be used, but we have not used it yet.
 11 345 Q. It is going to be used
 12 for the Denna group, though. Right?
 13 A. Who knows? That is for
 14 the future.
 15 346 Q. Might be used for
 16 something else?
 17 A. I don't know.
 18 347 Q. Why did you incorporate
 19 the companies, then?
 20 A. Because this was two
 21 companies to be incorporated for future potential
 22 possibilities to be used for limited partnership.
 23 348 Q. To be used by the limited
 24 partnership, not you or Mr. Ghahroud?
 25 A. Not me and Mr. Ghahroud

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1 personally. Whatever we act, whatever we do is on
 2 behalf of the partnership. We are employees of
 3 the partnership. We were employees of the
 4 partnership in the past, and we were paid by
 5 partnership, so we don't do anything for
 6 ourselves. We don't own anything for ourselves.
 7 349 Q. The shares in those
 8 companies are held in trust for the partnership.
 9 Is that what I understand?
 10 A. This incorporation of
 11 these two companies are on behalf of the
 12 partnership.
 13 350 Q. So they could be used for
 14 Seylynn phase 2. Right?
 15 A. Who knows? I don't know.
 16 Maybe Seylynn has more projects in future. For
 17 the time being, these two companies are
 18 incorporated, not being used. Maybe in future the
 19 partnership decides about these companies to be
 20 used for other projects or other projects. I
 21 don't know.
 22 351 Q. Did you get any license
 23 or permission from Dr. Taheri to use the name?
 24 A. To use, if I want to use,
 25 I have to have some kind of coordination maybe

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1 with Dr. Taheri.
 2 352 Q. In order to use the name
 3 Denna, did you get Dr. Taheri's permission?
 4 A. No, I didn't use the name
 5 of Denna on these two companies.
 6 353 Q. Did you get Dr. Taheri's
 7 permission to incorporate the companies with those
 8 names?
 9 A. No, because these
 10 companies were just we incorporated, but we didn't
 11 want to use it. Dr. Taheri himself incorporated
 12 Denna Projects without asking me. I don't know
 13 whether he is using it or not. If it is using it,
 14 it is against.
 15 354 Q. If these companies were
 16 going to use the name Denna, to your knowledge,
 17 they would require Dr. Taheri's permission.
 18 Right?
 19 A. No, it depends at that
 20 time who is or who are the owners of Denna. I
 21 don't know at that time who can say for future
 22 next 10 years.
 23 355 Q. Okay. If you could turn
 24 to Exhibit F to your affidavit, and it is page 43.
 25 The exhibits are numbered. They don't follow

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1 359 Q. Did you write to the B.C.
 2 corporate registry authorizing Denna Properties to
 3 register under the Denna name?
 4 A. I don't recall this. I
 5 don't recall.
 6 360 Q. Do you recall requiring
 7 permission?
 8 A. No, no, I don't recall
 9 whether I signed anything and authorized on behalf
 10 of Denna. I don't know. But anyhow, please
 11 remember that these two companies are dormant
 12 companies, let's say. These are companies to be
 13 used in future, and if we were in a position to
 14 use it, definitely we have to take care of
 15 ownership of Denna.
 16 361 Q. I will ask you one more
 17 time. Did you write to the B.C. corporate
 18 registry and give permission to register either of
 19 those companies?
 20 A. I don't recall.
 21 362 Q. You could have?
 22 A. I don't recall, as I
 23 said.
 24 363 Q. Do you know that
 25 permission was required?

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1 sequentially from the affidavit, but page 43.
 2 A. Could you show it to me,
 3 please?
 4 356 Q. Yes, we are going to get
 5 it up on the screen.
 6 A. Thank you.
 7 357 Q. It starts out on the
 8 first page, an email from Dr. Taheri to you,
 9 copied to Darren Donnelly. Do you see that?
 10 A. No, I don't see that.
 11 From Dr. Abo Taheri? I just see here Dr.
 12 Hosseini.
 13 358 Q. Then it goes over to the
 14 next page:
 15 "Our legal counsel has
 16 brought it to my
 17 attention that you wrote
 18 a letter to the B.C.
 19 corporate registry on
 20 February 26 authorizing
 21 another company to
 22 incorporate under the
 23 Denna name." (As read.)
 24 Do you see that?
 25 A. Yes.

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1 U/T A. No, that is the lawyer
 2 who incorporated. He knows much better than me.
 3 I don't recall if it was necessary, and I don't
 4 recall if I signed anything in this respect. I
 5 can check and let you know later.
 6 364 Q. I would appreciate you
 7 checking and letting me know. Thank you.
 8 MR. DAWSON: This isn't a
 9 discovery. This is a cross-examination.
 10 MR. DAVIS: The witness has
 11 offered it up, Mr. Dawson. The horses have
 12 bolted.
 13 MR. DAWSON: I don't think
 14 that is the case, Mr. Davis.
 15 MR. DAVIS: We will see what
 16 you do, but clearly Dr. Hosseini knows that there
 17 might be such a letter, and if you refuse to
 18 produce it, the court can draw an adverse
 19 inference from that. I think you are on the horns
 20 of a dilemma.
 21 THE WITNESS: Mr. Davis, I
 22 have just one minute left.
 23 MR. DAWSON: [Inaudible].
 24 MR. DAVIS:
 25 365 Q. If we could turn to

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1 Exhibit E to your affidavit, please.
 2 A. Turn to Exhibit E, but
 3 please note that the time is over and you didn't
 4 give me even a break.
 5 366 Q. Dr. Hosseini, I don't
 6 accept that the time is over. I have a few more
 7 questions, so if you bear with me, we can probably
 8 get through this in the next five or six minutes.
 9 A. That is okay. Five, six
 10 minutes, that is okay.
 11 367 Q. Okay. Looking at
 12 Exhibit E to your affidavit, this is an email from
 13 Dr. Taheri to you dated January 7, 2022. Do you
 14 see that?
 15 A. Yes, I do.
 16 368 Q. He says:
 17 "I don't agree with your
 18 position you have taken
 19 in regards to the Denna
 20 brand. I have been using
 21 Denna both here and back
 22 in Iran for several
 23 decades now." (As read.)
 24 Do you see that?
 25 A. I see that. I object.

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1 manager of the company, and Nick Askew. I think
 2 Sassan, since he comes from Shiraz, a city in the
 3 south part of Iran, and this name, Denna, is the
 4 name of a mountain over there. And Sassan
 5 proposed Denna, and at the beginning, we just
 6 thinking about Denna, Denna.
 7 Later Nick Askew, who was the
 8 marketing manager of the company at that time,
 9 said Denna is not enough. You better add homes to
 10 be Denna Homes. I think for the first time Dr.
 11 Taheri heard this word.
 12 373 Q. You think Dr. Taheri
 13 didn't hear of this until 2016?
 14 A. Maybe, I don't mean that,
 15 maybe you have heard many things in music or
 16 whatever, but the name Denna as a trade name came
 17 out of that brainstorming for few days, and these
 18 four people were involved.
 19 374 Q. Your license plate is
 20 Denna, isn't it?
 21 A. That's it, but my license
 22 plate has nothing to do with development --
 23 375 Q. You needed --
 24 MR. DAWSON: Please, Mr.
 25 Davis, you are --

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1 That is not true.
 2 369 Q. But you know that is Dr.
 3 Taheri's position. Correct?
 4 A. This is his allegation.
 5 370 Q. And you know it is his
 6 allegation that he never officially licensed it to
 7 the partnership?
 8 A. No, never. He didn't.
 9 You know, the name of Denna and the registering of
 10 Denna happened in 2015, 2016. Nothing before
 11 that.
 12 371 Q. Dr. Taheri went ahead and
 13 registered the trademark --
 14 MR. DAWSON: Mr. Davis, I
 15 think you cut off the witness. He hadn't finished
 16 his answer.
 17 MR. DAVIS: I am sorry. I
 18 thought he was.
 19 372 Q. Dr. Hosseini, did you
 20 have anything to add?
 21 A. Yes, if you want to know
 22 the story of Denna, you know, I recall. Dr.
 23 Taheri recalls, too. It was 2015, 2016 that we
 24 had a kind of brainstorming. It was Dr. Taheri
 25 present, myself, Sassan, who was the construction

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1 THE WITNESS: Please listen to
 2 my answer. My license plate --
 3 MR. DAVIS:
 4 376 Q. Your answer doesn't
 5 respond to my question. My question is very
 6 simple --
 7 MR. DAWSON: Mr. Davis --
 8 MR. DAVIS:
 9 377 Q. You have a license plate
 10 that says Denna. Right?
 11 MR. DAWSON: Mr. Davis, you
 12 are talking over me.
 13 THE WITNESS: When you say --
 14 MR. DAVIS:
 15 378 Q. No, it is a very simple
 16 question --
 17 MR. DAWSON: Mr. Davis, you
 18 are talking over the witness and you are talking
 19 over me.
 20 MR. DAVIS: The witness has --
 21 MR. DAWSON: Please, you are
 22 still doing that, sir. You are still talking over
 23 me. You are interrupting the witness. You have
 24 done it three times in a row. Please let the
 25 witness finish his answer.

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1 MR. DAVIS: The witness's
2 answer is not responsive to my question. We have
3 very limited time because of Dr. Hosseini's
4 availability. I want to address my question and
5 the answer.
6 MR. DAWSON: Sir, Dr. Hosseini
7 is giving --
8 MR. DAVIS:
9 379 Q. Is your license plate --
10 MR. DAWSON: You are still --
11 MR. DAVIS: Now you are
12 interrupting me, Mr. Dawson.
13 MR. DAWSON: With respect,
14 sir --
15 MR. DAVIS: Again you are
16 interrupting me, Mr. Dawson.
17 MR. DAWSON: Because you
18 interrupted me and I haven't gotten my point
19 through.
20 MR. DAVIS: Your point is loud
21 and clear. It is irrelevant.
22 380 Q. Dr. Hosseini --
23 MR. DAWSON: Interrupting the
24 witness is irrelevant --
25 MR. DAVIS: I am not

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1 Dr. Taheri give you permission. He did,
2 didn't he?
3 A. No, I didn't ask, but he
4 knew that I have Denna on my license on my car for
5 at least two, three years before, two years
6 before, and he didn't have any comment or
7 objection about that --
8 386 Q. You are using -- sorry.
9 Go ahead.
10 A. In fact, as I said, this
11 is just a license plate. Maybe it was moon.
12 Maybe it was Vancouver, whatever.
13 387 Q. It is not moon or
14 Vancouver, Dr. Hosseini. It is Denna, and you are
15 using that license plate --
16 A. No, no --
17 388 Q. -- to promote your
18 personal association with Denna. Correct?
19 A. No, Denna is my license
20 plate. It is not Denna Homes. As I said, this is
21 nothing to be doing with development businesses,
22 real estate or whatever. This is just a license
23 plate. And I told you that Dr. Taheri has Seylynn
24 as his license plate for five, six years. Did he
25 ask for any permission from any other authority?

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1 interrupting the witness. I am asking the witness
2 for a responsive answer.
3 381 Q. Dr. Hosseini, your
4 license plate is Denna. Correct?
5 A. Yes.
6 382 Q. You required Dr. Taheri's
7 permission in order to obtain that license plate,
8 didn't you?
9 A. I didn't need to do that
10 because I was trying to explain, trying to
11 clarify. This Denna on my car doesn't have
12 anything to do with development or real estate or
13 properties or whatever. And please know that Dr.
14 Taheri had his license plate, has Seylynn for more
15 than six years, and he didn't ask for any
16 permission. He didn't ask for any authorization.
17 383 Q. Did Dr. Taheri give you
18 permission to use Denna as your license plate?
19 A. I didn't need permission
20 of Dr. Taheri.
21 384 Q. I am not --
22 A. This is a license plate.
23 This is not a development trademark.
24 385 Q. I am not asking you
25 whether you needed permission. I am asking did

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1 389 Q. You are using Denna on
2 your license plate, Dr. Hosseini, to promote your
3 personal association with Denna and the Denna
4 trademarks. Correct?
5 A. That is your perception.
6 No, not at all.
7 390 Q. That is my perception,
8 and that is the public perception. Right?
9 A. No, no, that is not
10 correct.
11 391 Q. Give me one minute. I
12 think I may be finished.
13 A. Okay, because it is
14 already seven minutes over. Okay, but that is
15 okay.
16 392 Q. Thank you, Dr. Hosseini.
17 Those are my questions.
18 A. My pleasure, my pleasure.
19 MR. DAWSON: Sorry, Mr. Davis.
20 I do have some re-examination, but I do require
21 one minute before I do that.
22 MR. DAVIS: Given the temporal
23 restraints that I was under, Mr. Dawson, I will
24 see what you are able to do and whether Dr.
25 Hosseini suddenly has greater availability.

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<p>1 THE WITNESS: If it is one 2 minute, two minutes, I am okay, because I don't 3 want to be very rigid. But really I have other 4 businesses to do and I have to go. 5 RE-EXAMINATION BY MR. DAWSON: 6 393 Q. Sorry, Dr. Hosseini. I 7 will be very brief in my re-examination. 8 A. Thank you. 9 394 Q. My friend earlier asked 10 you questions about the ownership of the Denna 11 trademark and trade names. Sir, can you tell me 12 for whose benefit the branding Denna and the trade 13 names was for? 14 MR. DAVIS: Objection. That 15 is an improper question. 16 MR. DAWSON: I disagree. I 17 would like an answer to my question. 18 395 Q. Dr. Hosseini, I am not 19 quite sure if you heard my question. My friend 20 asked you who owned the Denna trademarks and trade 21 names. Can you tell me for whose benefit the use 22 of the Denna trade names and trademarks was for? 23 A. You ask me this question? 24 396 Q. I do. I am. 25 A. That is for the benefit</p>	<p>1 of the partnership. 2 397 Q. When you refer to the 3 partnership, you are referring to the Seylynn 4 limited -- 5 A. Exactly. The partnership 6 LP. Right. 7 398 Q. All right. Thank you. 8 Those are my questions, sir. 9 --- Whereupon the proceedings adjourned at 10 3:10 p.m. 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

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