

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

BETWEEN:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and
TRADE CAPITAL FINANCE CORP.**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**FACTUM OF THE MOVING PARTY, BUDUCHNIST CREDIT UNION LIMITED
(Motion returnable April 11, 2025)**

[Settlement, Final Distribution, and Receiver's Discharge]

April 2, 2025

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Barbara Grossman (LSO # 20947K)
Tel: (416) 863-4417
Fax: (416) 863-4592
barbara.grossman@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

Lawyers for Buduchnist Credit Union Limited

TO: SERVICE LIST

SERVICE LIST
(as at March 28, 2025)

TO:	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>Barbara Grossman Tel: (416) 863-4417 Fax: (416) 863-4592 barbara.grossman@dentons.com</p> <p>Kenneth Kraft Tel: (416) 863-4374 kenneth.kraft@dentons.com</p> <p>Sara-Ann Wilson Tel: 416-863-4402 sara.wilson@dentons.com</p> <p><i>Lawyers for Buduchnist Credit Union Limited</i></p>
AND TO:	<p>GARDINER ROBERTS LLP Bay Adelaide Centre – East Tower 22 Adelaide Street West, Suite 3600 Toronto, ON M5H 4E3</p> <p>Gavin J. Tighe Tel: (416) 865-6664 Fax: (416) 865-6636 gjtighe@grllp.com</p> <p>Alexander Melfi Tel: (416) 865-6712 amelfi@grllp.com</p> <p><i>Lawyers for the Respondents, 2321197 Ontario Inc., Carlo Demaria, Sandra Demaria, 2321198 Ontario Inc., and Vicar Homes Ltd. in respect of the following real properties:</i></p> <ul style="list-style-type: none"><i>(a) 87 Elm Grove, Richmond Hill, Ontario (“Elm Property”);</i><i>(b) 211 Woodland Acres Crescent, Richmond Hill, Ontario (“Woodland Property”);</i><i>(c) 46 Puccini Drive, Richmond Hill, Ontario (“Puccini Property”); and</i><i>(d) 6216 Fifth Line RR #1, Egbert, Ontario (“Cottage Property”).</i>

AND TO:	<p>LOOPSTRA NIXON LLP 135 Queens Plate Drive, Suite 600 Etobicoke, ON M9W 6V7</p> <p>Christopher Lee Tel: (416) 748-5117 clee@loonix.com</p> <p>LEVITT SHEIKH CHAUDHRI SWANN LLP 130 Adelaide Street West, Suite 801 Toronto, ON M5H 3P5</p> <p>Peter W.G. Carey Tel: 416-597-6480 ext. 503 pcarey@levittllp.com</p> <p><i>Lawyers for the Respondent, Trade Capital Finance Corporation, in capacity as Plaintiff named in Mareva Order, registered against Woodland Property, Puccini Property and Cottage Property</i></p>
AND TO:	<p>KSV KOFMAN INC. 150 King Street West, Suite 2308 Toronto, ON M5H 1J9</p> <p>David Sieradzki Tel: (416) 932-6030 dsieradzki@ksvadvisory.com</p> <p><i>Receiver</i></p>
AND TO:	<p>CHAITONS LLP 5000 Yonge Street North York, ON M2N 7E9</p> <p>George Benchetrit Tel: (416) 218-1141 george@chaitons.com</p> <p><i>Lawyers for KSV Kofman Inc.</i></p>

AND TO:	BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5 Tim Farrell Tel: (416) 593-3917 Fax: (416) 593-5437 tfarrell@blaney.com Vagmi Patel VPatel@blaney.com <i>Lawyers for Buduchnist Credit Union Limited in CV-21-00663709-00CL</i>
AND TO:	DEPARTMENT OF JUSTICE Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Tel.: 613-795-9021 AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	MINISTRY OF FINANCE Legal Services Branch 33 King Street West, 6th Floor P.O. Box 327, Stn. A Oshawa, ON L1H 8H5 Insolvency.Unit@ontario.ca Leslie Crawford (Law Clerk) Leslie.Crawford@ontario.ca

	WITH A COURTESY COPY TO: BURYCH LAWYERS 204-89 Queensway W. Mississauga, ON L5B 2V2 Walter P. Burych Tel: (905) 896-8600 ext. 223 Fax: (905) 896-9757 wpburych@burychl原因.com
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Email List

kenneth.kraft@dentons.com; barbara.grossman@dentons.com; sara.wilson@dentons.com;
cle@loonix.com; gjtighe@grllp.com; amelfi@grllp.com; dsieradzki@ksvadvisory.com;
george@chaitons.com; tfarrell@blaney.com; VPatel@blaney.com;
wpburch@burchlawyers.com; pcarey@levittllp.com; Insolvency.Unit@ontario.ca;
Leslie.Crawford@ontario.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

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PART I – OVERVIEW

1. Upon the application of Buduchnist Credit Union Limited (“**BCU**”) as mortgagee, pursuant to the Amended and Restated Receivership Order, dated January 17, 2019 (the “**Receivership Order**”), issued by this Honourable Court, KSV Kofman Inc. was appointed as receiver (the “**Receiver**”) over the following four residential real properties (collectively, the “**Real Properties**”):

- (a) 87 Elm Grove Avenue, Richmond Hill, Ontario (the “**Elm Property**”);
- (b) 46 Puccini Drive, Richmond Hill, Ontario (the “**Puccini Property**”);
- (c) 211 Woodland Acres, Vaughan, Ontario (the “**Woodland Property**”); and
- (d) 6216 5th Line, Egbert, Ontario (the “**Cottage Property**”).

Second Amended and Restated Receivership Order, dated January 17, 2019, Motion Record of Buduchnist Credit Union Limited, dated April 2, 2025 (“MR”), Tab 6.

2. Pursuant to Approval and Vesting Orders and distribution Orders, the Receiver sold the Real Properties and made interim distributions to BCU from the proceeds of sale and rental income. The Receiver has remaining net proceeds (the “**Proceeds**”) available for distribution from each of the Real Properties totaling approximately \$3.6 million.

Receiver’s Interim Statement of Receipts and Disbursements, dated March 24, 2025 [Receiver’s R&D], Appendix “B” to the Eighth Report of the Receiver, dated March 28, 2025 [Eighth Report].

3. BCU claimed an entitlement to the entire Proceeds based on its valid and enforceable security registered against the Real Properties and on the basis of its Judgments dated August 26 and 28, 2020 against the mortgagors/owners of the Real Properties, guarantors and another debtor, for the secured indebtedness. The only party that opposed BCU’s claim to the Proceeds was Trade Capital Finance Corp. (“**Trade Capital**”), on the basis of the Mareva Order, dated May 6, 2015,

as amended (the “**Mareva Order**”), issued by the Ontario Superior Court of Justice in the proceeding *Trade Capital Finance Corp. v. Peter Cook et al.*, bearing Brampton Court File No. CV-15-2110-00 (the “**Brampton Action**”).

Mareva Order, dated May 6, 2015, as amended, MR, Tabs 18 to 20.

4. Trade Capital and BCU have now settled all outstanding claims and matters in dispute between them in the within receivership proceeding and a related proceeding referred to below (together, the “**Proceedings**”), including all costs claims and costs awards, conditional on the Court making certain orders in the Proceedings as provided for in the settlement terms.

Offer to Settle, dated February 14, 2025 [Offer to Settle], Exhibit “A” to the Affidavit of Amanda Campbell, sworn April 1, 2025, MR, Tab 2A [Campbell Affidavit].

5. Accordingly, BCU seeks an Order of this Honourable Court in this receivership proceeding:

- (a) authorizing and directing the Receiver to take all steps necessary or required to carry out the terms of the accepted Offer to Settle between BCU and Trade Capital, dated February 7, 2025 (the “**Offer to Settle**”);
- (b) directing the Receiver to distribute the remaining proceeds of the Woodland Property, the Elm Property and the Puccini Property held by the Receiver directly to BCU c/o Dentons Canada LLP in trust, and varying the Final Distribution Order (defined below), as varied by the Court of Appeal for Ontario, for this purpose;
- (c) authorizing BCU to enforce the Judgment of the Honourable Justice Conway, dated August 28, 2020 (the “**August 28 Judgment Against Carlo Demaria et al**”), against the current assets in the accounts of Carlo Demaria at BCU (which are

approximately CA\$82,560) by exercise of BCU's right of set-off against the account balances; and

- (d) to the extent necessary to permit the distributions to and enforcements by BCU contemplated above, varying the Mareva Order.

6. BCU also requests a Discharge Order, approving the fees and disbursements of the Receiver and its counsel, discharging the Receiver, and providing related relief.

7. There is a companion settlement implementation motion by BCU in the related proceeding *Buduchnist Credit Union Limited v. 2454904 Ontario Inc.*, bearing Court File No. CV-21-00663709-00CL (the "**245 Action**"), seeking to enforce the Judgment against 2454904 Ontario Inc. ("**245**") in that proceeding dated August 30, 2021 against the current assets in the accounts of 245 at BCU by exercise of BCU's right of set-off against the 245 account balances and to vary the Mareva Order to the extent necessary for that enforcement, as provided for in the terms of settlement.

PART II – THE FACTS

Background

8. On March 31, 2022, this Honourable Court heard BCU's motion seeking, among other things, the distribution of the entirety of the Proceeds to BCU. Trade Capital was the only party that opposed BCU's motion.

9. Pursuant to the Endorsement and the Order of the Honourable Justice Penny, dated June 17, 2022 (the "**Final Distribution Order**"), the Court granted BCU's motion in part and directed the priority payment to BCU of certain of the Proceeds and that the remaining Proceeds be

distributed to the Sheriff for payment to BCU and any other judgment/execution creditors of the respective property owners/mortgagors.

Final Distribution Order, dated June 17, 2022, MR, Tab 8.

10. Trade Capital appealed the Final Distribution Order and BCU cross-appealed certain portions of the Final Distribution Order. Pursuant to reasons for decision of the Court of Appeal for Ontario, released January 26, 2024 (as corrected on March 14, 2024), the appeal was allowed, the cross-appeal was dismissed, and the Court remitted the issue as to the Woodland Property post-Mareva advances to the Superior Court. The Final Distribution Order was varied as summarized in the following paragraphs of the Reasons of the Court of Appeal for Ontario:

Disposition

[89] Accordingly, I would allow the appeal and dismiss the cross-appeal. I would order that the enforcement of BCU's judgment for funds advanced in breach of the Mareva Order be delayed until Trade Capital's action is determined, and that, if Trade Capital is successful in obtaining judgment, Trade Capital and BCU shall collect on their respective judgments *pari passu*.

[90] The issue of the Woodland Property advances is remitted to the Superior Court to be addressed by the parties concerning next steps in a case management conference before the case management judge assigned to this matter.

Reasons for Decision of the Court of Appeal for Ontario, released January 26, 2024 (as corrected on March 14, 2024), MR, Tab 9.

Order of the Court of Appeal for Ontario, dated January 26, 2024, para 2, MR, Tab 10.

Settlement

11. Pursuant to the accepted Offer to Settle, BCU and Trade Capital have agreed to settle all outstanding claims and matters in dispute between them in the Proceedings.

12. The terms of the Offer to Settle provide that:

- (a) BCU will pay to Trade Capital 50% of BCU's recovery of the remaining net proceeds available for distribution of the Woodland Property, the Elm Property, and the Puccini Property, which payment amount shall be not less than \$1,750,000.
- (b) Trade Capital shall consent to the immediate distribution to BCU of the remaining Cottage Property proceeds, to be applied against BCU's enforcement costs;
- (c) Trade Capital shall not oppose BCU obtaining Orders permitting BCU to enforce the August 28 Judgment Against Carlo Demaria *et al* against the current assets in the accounts of Carlo Demaria at BCU and to enforce the Judgment against 245 in the accounts of Carlo Demaria at BCU and to enforce the Judgment against 245 in the 245 Action against the current assets in the accounts of 245 at BCU, by exercise of BCU's right of set-off against the account balances;
- (d) BCU shall seek, and Trade Capital shall consent to, the following Orders:
 - (i) an order varying the Final Distribution Order (as varied by the Court of Appeal for Ontario) to direct the Receiver to immediately distribute the remaining proceeds of the Woodland Property, the Elm Property and the Puccini Property held by the Receiver directly to BCU c/o Dentons Canada LLP in trust; and
 - (ii) an order varying the Mareva Order, to the extent necessary, to permit the distributions to and enforcements by BCU contemplated in the settlement terms;
- (e) BCU and Trade Capital shall not oppose the Receiver's expeditious discharge; and
- (f) The settlement is conditional on all orders provided for being made.

Offer to Settle, Exhibit "A" to Campbell Affidavit, MR, Tab 2A.

Final Distributions

13. The Receiver is currently holding the remaining Proceeds of the Real Properties, which total approximately \$3.6 million.

Receiver's R&D, Appendix "B" to the Eighth Report.

14. Immediately prior to the receivership sale of the Real Properties, BCU held first-ranking charges (the "**BCU Charges**") against each of the Elm Property, the Puccini Property, and the Cottage Property and first and second-ranking charges against the Woodland Property.

**Fourth Supplementary Affidavit of Oksana Prociuk, sworn June 18, 2021,
para 14, MR, Tab 21.**

Eighth Report, paras 2.1(2), 2.2(2) & 2.4(2).

15. BCU also has consent judgments (the "**Consent Judgments**") against the mortgagors/owners of the Real Properties, being 2321197 Ontario Inc., 2321198 Ontario Inc., Carlo and Sandra Demaria (collectively, the "**Demaria Parties**"), and also against Carlo Demaria as guarantor of the indebtedness of the corporate mortgagors and borrowers, and has registered Writs of Seizure and Sale in respect thereof.

Judgments, dated August 26, 2020 and August 28, 2020, MR, Tabs 12 to 15.

**Chart Summarizing Writs of Seizure and Sale appearing in OWL Search
dated November 23, 2021 and updated dated July 18, 2022 and June 2, 2023,
Exhibit "E" to the Campbell Affidavit, MR, Tab 2E.**

16. Pursuant to previous Orders, this Court approved interim distributions to BCU from the proceeds of the Puccini Property, the Cottage Property and the Woodland Property. Such interim distributions were made to BCU by the Receiver and are summarized in the Receiver's Statement of Receipts and Disbursements as of March 24, 2025.

Order of the Honourable Justice Conway, dated October 28, 2020, MR Tab 16; Order of the Honourable Justice Penny, dated April 12, 2022, MR Tab 17; Final Distribution Order, dated June 17, 2022, MR, Tab 8.

Receiver's Statement of Receipts and Disbursements as of March 24, 2025, Appendix "B" to the Eighth Report.

17. As provided for in the Offer to Settle, Trade Capital executed a consent, dated March 7, 2025 (the "**Consent Re Cottage Proceeds**") confirming that Trade Capital consented to the Receiver immediately distributing the remaining Cottage Property proceeds to BCU. On March 7, 2025 the Receiver paid the remaining Cottage Property Proceeds to BCU totaling \$59,807.

Consent, dated March 7, 2025, Exhibit "C" to the Campbell Affidavit, MR, Tab 2C.

18. The BCU Charges and the amounts owing under the BCU Charges as confirmed in the Consent Judgments in favour of BCU in the Receivership proceeding are summarized below. The amounts still owing to BCU vastly exceed the remaining Proceeds held by the Receiver.

Property	Registered Owner	BCU Charge	Indebtedness to BCU¹	Remaining Proceeds²
Elm Property	2321197 Ontario Inc.	Registered on Feb 5, 2016 Principal amount: \$2,200,000	\$2,042,159.56 plus interest and costs	\$1,593,107
Puccini Property	2321198 Ontario Inc.	Registered on Feb 27, 2015 Principal amount: \$2,500,000	\$1,648,274.03 ³ plus interest and costs	\$911,551
Woodland Property	Carlo and Sandra Demaria	1 st Mortgage Registered on Aug 16, 2010 Principal amount: \$1,490,000	Costs only. Principal and interest repaid in full pursuant to Interim Distribution Order.	\$1,069,630
		2 nd Mortgage Registered on Dec 5, 2012 Principal amount: \$3,000,000	\$1,462,089.88 ⁴ plus interest and costs	
Cottage Property	Carlo and Sandra Demaria	Registered on April 28, 2006 Principal amount: \$317,241	Remaining enforcement costs.	\$0.00 ⁵

19. The validity of the BCU Charges is not disputed and BCU was the only judgment/execution creditor of the mortgagors/owners of the Real Properties. Trade Capital was the only party that

¹ All amounts as of June 30, 2021, as set out in Fourth Supplementary Affidavit of Oksana Prociuk, sworn June 18, 2021, less amounts distributed to BCU in 2022 pursuant to the Interim Distribution Order #2 and the portion of the Final Distribution Order that wasn't appealed. The Judgments of Justice Conway dated August 26 & 28, 2020 for the amounts owing under the BCU Charges all provide for interest at the contract rates from December 7, 2019 to the date of payment.

² As set out in the Receiver's Interim Statement of Receipts and Disbursements, as of March 24, 2025.

³ Calculated as the amount outstanding as of June 30, 2021 totaling \$1,886,658.37 per Prociuk Fourth Supplementary Affidavit, para 52, less pre-Mareva interest of \$238,384.34 distributed to BCU pursuant to Final Distribution Order.

⁴ Calculated as the amount outstanding as of June 30, 2021 totaling \$2,478,320.99 per Prociuk Fourth Supplementary Affidavit, para 52, less (a) Sandra Demaria's half share of Woodland Property proceeds totaling \$952,988.11, and (b) Sandra Demaria's half share of remaining Cottage Property proceeds totaling \$63,243 which was assigned to BCU pursuant to Irrevocable Quit Claim, Release and Direction, dated November 27, 2019, distributed to BCU pursuant to Interim Distribution Order #2. As Sandra Demaria has never been subject to the Mareva Order, the interim distributions of Sandra's half share of the Woodland Property proceeds and the remaining Cottage Property proceeds were applied against the post-Mareva advance amounts owing on the Second Woodland Mortgage, all in accordance with the Irrevocable Quit Claim, Release and Direction.

⁵ Remaining Cottage Property Proceeds attributable to Carlo Demaria's ownership interest in the amount of \$59,807, were distributed to BCU on March 7, 2025 pursuant to Offer to Settle and Consent executed by Trade Capital dated March 7, 2025, to be applied against BCU's enforcement costs.

opposed the distribution to BCU of the remaining Proceeds on the basis of the Mareva Order. As set out above, BCU and Trade Capital have now settled all claims and matters in dispute between them in the Proceedings.

Chart Summarizing Writs of Seizure and Sale appearing in OWL Search dated November 23, 2021 and updated dated July 18, 2022 and June 2, 2023, Exhibit "E" to the Campbell Affidavit, MR, Tab 2E.

20. Accordingly, on the consent of Trade Capital, BCU requests an Order varying the Final Distribution Order as varied by the Court of Appeal for Ontario and directing the Receiver to distribute the remaining Proceeds of the Real Properties to BCU at this time, in accordance with the terms of settlement. The settlement is conditional on this Order being made.

21. The distribution of the remaining Proceeds held by the Receiver is the final outstanding issue in these proceedings and, upon distribution of the funds, the Receiver can be discharged.

August 28 Judgment Against Carlo Demaria *et al*

22. The August 28 Judgment Against Carlo Demaria *et al* orders Carlo Demaria (among others) to pay BCU the amounts owing under the BCU Charges against the Woodland Property, the Elm Property and the Puccini Property, plus costs. After distribution of the Proceeds to BCU, this judgment will only be partially satisfied.

Judgment of the Honourable Justice Conway, dated August 28, 2020, MR, Tab 13.

23. Pursuant to the Endorsement of the Honourable Justice Conway, dated August 28, 2020, the August 28 Judgment Against Carlo Demaria *et al* may not be enforced without further Order of the Court or the consent of Trade Capital.

**Endorsement of the Honourable Justice Conway, dated August 28, 2020,
MR, Tab 11.**

24. As of January 14, 2025, the balances of Carlo Demaria's accounts at BCU total CA\$82,560.69. These accounts were frozen by BCU as a result of the Mareva Order.

**Screenshots of Account Balances, as of January 14, 2025, Exhibit "D" to
Campbell Affidavit, MR, Tab 2D.**

25. Accordingly, BCU requests an Order permitting BCU to enforce the August 28 Judgment Against Carlo Demaria *et al* against the current assets in the accounts of Carlo Demaria at BCU, which total approximately \$82,560, by exercise of BCU's right of set-off against the account balances. The Offer to Settle provides that Trade Capital will not oppose same. The settlement is conditional on this Order being made.

Varving Mareva Order

26. To the extent a variation of the Mareva Order is required in order to effect the distributions to and enforcements by BCU described above, BCU requests such variation and the Offer to Settle provides that Trade Capital will consent to same. The settlement is conditional on this variation Order being made to the extent necessary.

Discharge of the Receiver

27. Upon the payment of the Receiver's fees and disbursements and those of its counsel, the distribution of the Proceeds, and any remaining matters as set out in the Eighth Report, the Receiver will have completed its administration of the Real Properties and the Proceeds and as such consents to its discharge at this time.

PART III – THE ISSUES

28. The issues before this Honourable Court are whether it should make the settlement implementation orders provided for in the Offer to Settle in both this Receivership proceeding and in the related 245 Action. The settlement implementation orders sought in this Receivership proceeding are to do the following:

- (a) approve the distribution of the remaining Proceeds of the Woodland Property, the Elm Property and the Puccini Property to BCU;
- (b) permit BCU to enforce the August 28 Judgment Against Carlo Demaria *et al* by exercise of BCU's right of set-off against Carlo Demaria's account balances;
- (c) vary the Mareva Order, to the extent necessary to permit the distributions to and enforcement by BCU;
- (d) approve the fees of the Receiver and its counsel; and
- (e) discharge and release the Receiver.

PART IV – LAW & ARGUMENT

Distribution of Proceeds

29. The distribution of the remaining Proceeds to BCU should be approved.

30. The indebtedness outstanding under the BCU Charges has been confirmed by consent Judgments, and after crediting the post-Judgment recoveries the remaining indebtedness still vastly exceeds the remaining Proceeds of the Real Properties as is evident from the summary chart in paragraph 18 of this factum.

**Fourth Supplementary Affidavit of Oksana Prociuk, sworn June 18, 2021,
para 48, MR, Tab 21.**

Judgments, dated August 26, 2020 and August 28, 2020, MR, Tabs 12 to 15.

31. The Receiver supports the immediate distribution of the remaining Proceeds to BCU. Trade Capital was the sole party that opposed the distribution of the Proceeds to BCU. Pursuant to the Offer to Settle, BCU and Trade Capital have settled all claims and matters between them in the Proceedings and Trade Capital now consents to the distribution of the Proceeds to BCU at this time.

Eighth Report, para 4.0(3).

Offer to Settle, Exhibit "A" to Campbell Affidavit, MR, Tab 2A.

32. The distribution of the Proceeds is the final remaining matter in these receivership proceedings. In order to conclude these proceedings, on the consent of Trade Capital, it is appropriate that the Receiver distribute the remaining Proceeds to BCU at this time.

Judgment Enforcement

33. BCU should be permitted to enforce the August 28 Judgment Against Carlo Demaria *et al* against the current assets in the accounts of Carlo Demaria at BCU, which total approximately \$82,560, by exercise of BCU's right of set-off. Pursuant to the terms of the Offer to Settle, Trade Capital will not oppose an Order granting this relief.

Offer to Settle, Exhibit "A" to Campbell Affidavit, MR, Tab 2A.

34. BCU asserts both a common-law right of set-off and a statutory right of set-off against the monies in the accounts of Carlo Demaria. Pursuant to section [39\(1\)](#) of the *Credit Unions and*

Caisses Populaires Act, 2020, a credit union has a lien on deposits for any liability to it by a member and may set off any sum to the credit of a member against a liability:

39(1) Lien for Liability

A credit union has a lien on the deposits and membership shares of a member for any liability to it by the member, and may set off any sum standing to the credit of the member on the books of the credit union towards the payment of the liability.

Credit Unions and Caisses Populaires Act, 2020, SO 2020, c 36, sch 7, section [39\(1\)](#).

35. Pursuant to the Order of the Court of Appeal for Ontario, dated January 26, 2024, BCU is required to wait until the Brampton Action is finally determined in order to enforce the Consent Judgments. As BCU and Trade Capital have now settled their dispute, Trade Capital does not oppose BCU's request to exercise its right of set-off against the account balances at this time. An Order permitting BCU to proceed with its set-off rights at this time is a term of the overall settlement between the parties and accordingly is one of the outstanding items required to bring this receivership to a conclusion. The settlement is conditional upon an Order being made permitting this enforcement by set-off at this time.

Offer to Settle, Exhibit "A" to Campbell Affidavit, MR, Tab 2A.

Varying Mareva Order

36. The terms of the Mareva Order freeze the assets of the Defendants and Mareva Respondents named therein, which includes Carlo Demaria and 245. The conclusion of this Court and the Court of Appeal on the distribution motion and appeal/cross-appeal therefrom was that the Mareva Order also freezes the assets of 2321197 Ontario Inc. and 2321198 Ontario Inc. who are the mortgagors/owners of the Elm Property and Puccini Property, respectively. To the extent required in these circumstances, the Mareva Order should be varied to permit the distributions to

and enforcements by BCU as provided for in the terms of settlement. The Offer to Settle provides that Trade Capital, the Mareva Plaintiff, consents to same.

Receiver's Fees

37. The role of the Court on a motion to pass accounts is to evaluate them on the basis of the overriding principle of reasonableness. The Court of Appeal in *Confectionately Yours Inc. (RE)*, cited various factors to be considered in approving fees.

Confectionately Yours Inc. (Re), 2002 CanLII 45059 (ON CA) at para [45](#).

38. The Courts have recognized a presumption that court-appointed officers will be entitled to recover their actual costs, absent evidence of extraordinary circumstances.

Sub-Prime Mortgage Corp. v. Phoenix Apartments Ltd., 2010 ONSC 6535 at para. [17](#).

39. In reviewing fees, the Courts consider the value provided, and focus on what was accomplished, not how much time it took.

Triple-I Capital Partners Limited v 12411300 Canada Inc., 2023 ONSC 3400 at para [26](#).

40. Counsel for BCU has reviewed the fees of the Receiver and its counsel and is of the view that they were reasonably incurred in accordance with the Receivership Order. Accordingly, it requests that the Court approve the fees of the Receiver and its counsel, including the fee accrual to discharge, as set out in the Eighth Report and fee affidavits.

Eighth Report, para 8.0.

Fee Affidavits, Appendices "C" and "D" to the Eighth Report.

Receiver's Discharge

41. Once the Receiver has made the final distributions of the Proceeds and paid any outstanding fees and disbursements, as approved by the Court, it will have completed its administration of the estates. It is therefore appropriate that the Receiver be discharged at this time.

42. The release requested in favour of the Receiver is the standard form of release in the Commercial List Model Order, with appropriate carve-outs for wilful misconduct and gross negligence.

43. In *Pinnacle v Kraus*, in a decision granting the discharge of a court-appointed receiver and a release, Patillo J. wrote:

The release is a standard term in the Commercial List model order of discharge. In my view, in the absence of any evidence of improper or negligent conduct on the part of the Receiver, the release should issue. A receiver is entitled to close its file once and for all.

Pinnacle v. Kraus, 2012 ONSC 6376 (CanLII), at para. [47](#).

PART V – ORDER SOUGHT

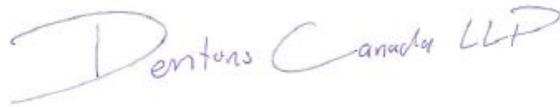
44. For the reasons set out above, BCU requests that this Honourable Court grant the relief sought in its Notice of Motion, dated April 2, 2025, substantially in the form of the draft Orders that have been reviewed and approved by counsel for each of Trade Capital, the Receiver, and the Demaria Parties. This relief includes all settlement implementation orders on which the settlement is conditional, save and except for the settlement implementation orders to be made in the 245

Action which are being sought on a companion motion in that proceeding as described in paragraph 7 above.

**Draft Settlement and Final Distribution Order and Draft Discharge Order,
MR, Tabs 3 and 4.**

ALL OF WHICH IS RESPECTFULLY SUBMITTED

April 2, 2025

A handwritten signature in blue ink that reads "Dentons Canada LLP". The signature is written in a cursive, flowing style.

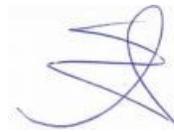
DENTONS CANADA LLP
*Lawyers for the Applicant/Moving Party,
Buduchnist Credit Union Limited*

Schedule "A"
List of Authorities

1. *Confectionately Yours Inc. (Re)*, [2002 CanLII 45059 \(ON CA\)](#)
2. *Sub-Prime Mortgage Corp. v. Phoenix Apartments Ltd.*, [2010 ONSC 6535](#)
3. *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, [2023 ONSC 3400](#)
4. *Pinnacle v. Kraus*, [2012 ONSC 6376 \(CanLII\)](#)

I certify that I am satisfied as to the authenticity of every authority.

April 2, 2025



Schedule “B”
Relevant Statutes, Rules etc,

[*Credit Unions and Caisses Populaires Act, 2020, SO 2020, c 36, sch 7*](#)

Lien for liability

[39](#) (1) A credit union has a lien on the deposits and membership shares of a member for any liability to it by the member, and may set off any sum standing to the credit of the member on the books of the credit union towards the payment of the liability.

BUDUCHNIST CREDIT UNION LIMITED

- and -

2321197 ONTARIO INC. et al.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

**FACTUM OF THE MOVING PARTY, BUDUCHNIST
CREDIT UNION LIMITED**

DENTONS CANADA LLP

77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Barbara Grossman (LSO # 20947K)

Tel: (416) 863-4417

Fax: (416) 863-4592

barbara.grossman@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

Lawyers for Buduchnist Credit Union Limited