



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00736577-00CL

DATE: December 09, 2025

NO. ON LIST: 3

**TITLE OF PROCEEDING: FUKIAGE et al v. CLEARVIEW GARDEN ESTATES
INC. et al**

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Calvin Horsten Kyle Plunkett	Counsel for Receiver, Moving Party	chorsten@airdberlis.com kplunkett@airdberlis.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Patryk Sawicki	Representative Counsel for Invetsors	patryk.sawicki@gowlingwlg.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
David Sieradzki Jordan Wong	Receiver, KSV Restructuring Inc.	dsieradzki@ksvadvisory.com jwong@ksvadvisory.com

ENDORSEMENT OF JUSTICE FL MYERS:

- [1] The claims process has involved much more volume than anticipated. The Receiver is administering it as efficiently as it can. But the Receiver is of the view that doing so will take more time than was initially anticipated. It asks for an extension of the Claims Bar Date ordered by Steele J. on October 23, 2025 to March 31, 2026.
- [2] Rep. Counsel supports the relief sought.
- [3] I readily accept the Receiver's recommendation and extend the time accordingly.
- [4] I also find it fair and reasonable to authorize the Receiver to make changes to deadlines within the claims process by giving due notice where circumstances require.
- [5] But I am not prepared to grant the Receiver the authority to amend the Claims Bar Date itself. That authority should continue to be reserved to a judge. The Claims Bar Date is a court-ordered limitation period. People presumptively lose rights if they miss a Claims Bar Date. There are cases in which late claims can be recognized. The equities are important considerations in such cases. Empowering someone to change a Claims Bar Date for efficiency or flexibility does not protect those whose rights may be adversely affected. Court orders have process requirements and the principle of *audi alteram partem* applies. Assuming, as I do, that the Receiver would only act on proper basis for proper reasons, there are still too many risks of unintended adverse consequences to allowing a unilateral change to be made to the Claims Bar Date out of court.
- [6] I am not moved by the argument that there are cost savings to be had. The cost of an unopposed motion is trivial in circumstances of thousands of claims being administered. If the request to amend the date is opposed, cost consequences could apply to protect the Receiver.
- [7] I have signed the order as sought but I have changed the words in the parenthetical on the third line of para. 3 of the draft order from, "including, without limitations," to "except."

FL Myers

Date: Dec 09, 2025

Frederick L. Myers