SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-23-00710411-00CL **DATE:** April 29, 2026

REGISTRAR: Tenelle Cruickshank

NO. ON LIST: 1

TITLE OF PROCEEDING: FIRST SOURCE FINANCIAL MANAGEMENT INC. v. KING DAVID INC. et al

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Ryan Shah	First Source Financial Management Inc.	ryan.shah@paliareroland.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Avi Bourassa	King David Inc., Helen Roman-Barber	abourassa@rossnasseri.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Calvin Horsten	Counsel for Home Trust Company	chorsten@airdberlis.com
Jennifer Stam	Counsel for the Receiver	Jennifer.stam@nortonrosefullbright.com

ENDORSEMENT OF JUSTICE FL MYERS:

1. Ms. Roman-Barber has recently been adjudged bankrupt. Her continued status in this proceeding is doubtful.
2. Nevertheless the Receiver and secured creditors agree to a six-week adjournment of the motion to approve the sale of the collateral property to accommodated Ms. Roman-Barber's recent unfortunate injury.
3. Over $1 million in interest will accrue during that period and neither Ms. Roman-Barber nor King David Inc. are able to offer to keep the secured creditors whole during the period of the adjournment.
4. The equity holders have had years to try to refinance. The secured creditors are underwater on the proposed sale. Their agreement to incur yet more interest that will be unrecoverable to accommodate the involvement of an undischarged bankrupt is admirable. It is congenial and decent if uneconomic.
5. Mr. Bourassa required this case conference to object to the request by the Receiver and the secured creditors that the court advise the Respondents that there will be no more adjournments of the motion to approve the sale. The granting of the order sought will bring an end to the debtors' ability to redeem. It is foreseeable then that they may try to delay the motion given their efforts to find a refinancing transaction that continue to this day.
6. The cases relied upon by Mr. Bourassa to define "peremptory" orders both also show that the next court that hears the matter is not bound to refuse adjournment requests even if the motion has been made peremptory. It is not a mere suggestion. It probably increases the burden on a party seeking a further adjournment to show

a compelling reason to make a further adjournment in the interests of justice. But on the Commercial List this is already the case. The *Practice Direction* makes clear that this is a "no adjournment" court. Adjournments in the ordinary course require "special circumstances." See: *Consolidated Practice Direction – Toronto Region*, Part G.11, s. 38.

7. So this case conference was convened, and four lawyers attended, so that the Respondents would not suffer the risk of an increase in their burden to obtain a further adjournment from "special circumstances" to "peremptory." I dare anyone to define that difference. Why anyone would spend time or money on it defies economic rationality. Why secured creditors who are suffering a shortfall have to pay for lawyers, the Receiver, and its lawyers, to protect this nebulous issue for out-of-the-money equity holders, one of whom is bankrupt is inexplicable.

8. **On consent, I adjourn the motion scheduled for May 25, 2026 to July 10, 2026 for 90 minutes by Zoom.**

9. Costs of today are reserved to the judge who hears the motion on July 10, 2026.

10. The hearing set for July 10, 2026 should not be adjourned lightly. Anyone seeking an adjournment shall advise counsel for the Receiver and the secured creditors present today and shall bring a case conference before a judge before June 30, 2026.

11. The Respondents should understand that it is too late for desperation. There will not likely be another adjournment of the motion, absent consent of the Receiver, unless they have an unconditionally binding commitment in hand from a lender with proven financial ability to fund a loan of the magnitude needed to redeem their debt plus interest and costs in this proceeding. Whether that is "peremptory" or the *Practice Direction* already mandates the same standard as "peremptory," this is the practical reality the Respondents face (to the extent either of them has standing).

FL Myers J.

Justice FL Myers

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