

**CITATION:** Bridgepoint Financial Services Ltd Partnership I v. Steinberg, 2025  
ONSC 5436  
**COURT FILE NO.:** CV-24-143-00  
**DATE:** 2025-09-24

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:** )  
)  
Bridgepoint Financial Services Limited ) *S. Libin*, for the Plaintiff  
Partnership I )  
)  
)  
Plaintiff )  
)  
**- and -** )  
)  
)  
Rudolf Steinberg ) *Rudolf Steinberg*, representing himself, for  
) the Defendant  
)  
)  
Defendant )  
)  
)  
) **HEARD:** September 11, 2025,  
) at Thunder Bay, Ontario

**Regional Senior Justice W. D. Newton**

**Decision On Motion**

**Overview**

[1] The plaintiff, Bridgepoint Financial Services Limited Partnership I (“Bridgepoint”) brings this motion for default judgement as the defendant, Mr. Steinberg, has failed to deliver a Statement of Defence and has been noted in default.

-----

[2] For the reasons that follow, the draft amended judgment at CaseCentre A435 shall issue save and except the amount of costs payable by Mr. Steinberg shall be \$11,292.08 to reflect a cost award on a substantial, rather than full indemnity basis as conceded by the plaintiff.

### **The Facts**

[3] It is not disputed that Mr. Steinberg entered into five litigation loan agreements with Bridgepoint from 2013 to 2014 and received \$65,000. The loans had interest terms of 20% and 24% compounded semi-annually. The loans related to Mr. Steinberg's claim against Pamela Adderley for damages for injuries allegedly suffered in a motor vehicle accident which occurred in 2011.

[4] The loan agreements provided that the loans were to be repaid following a *Material Adverse Change*. Whether a *Material Adverse Change* had occurred was determined in Bridgepoint's discretion.

[5] On September 29, 2022, Fitzpatrick J. dismissed Mr. Steinberg's action against Ms. Adderley because of Mr. Steinberg's refusal to attend defence medicals as ordered.<sup>1</sup>

[6] Mr. Steinberg's appeal to the Court of Appeal was dismissed.<sup>2</sup> His application for leave to appeal to the Supreme Court of Canada was also dismissed.<sup>3</sup>

[7] Bridgepoint demanded payment of the loan and all interest owing on June 13, 2023.<sup>4</sup>

---

<sup>1</sup> *Steinberg et al. v. Adderley*, 2022 ONSC 5551, at para. 33.

<sup>2</sup> *Steinberg v. Adderley*, 2023 ONCA 725.

<sup>3</sup> *Steinberg v. Adderley*, 2024 ONCA 725, leave to appeal to S.C.C. refused, 41078 (May 30, 2024).

<sup>4</sup> Mr. Steinberg had paid \$70,000 to Bridgepoint on May 30, 2022 after he received \$500,000 in settlement of his claim for statutory accident benefits.

-----  
[8] By decision dated June 30, 2023, Warkentin J. determined the interest owing to Bridgepoint and stated:

[26] I find that the litigation loans are contractually sound. Mr. Steinberg cannot now claim that the interest rate is unconscionable in light of the legal advice he received when obtaining the loans and based upon his signed acknowledgment on two different occasions where he acknowledged the quantum of interest that would accrue with time.<sup>5</sup>

[9] Warkentin J. did, however, reduce the interest owing to Bridgepoint because of the pandemic by \$75,000. The Court of Appeal allowed Bridgepoint's appeal of the interest reduction.

The Court of Appeal stated:

[11] Once the motion judge found that the loan transactions were not unconscionable, there was no basis to vary the interest owing. *UTRA*, which was the only basis upon which Mr. Steinberg relied on the motion, does not give the court the power to vary interest charges without a finding that the transaction is "harsh and unconscionable".<sup>6</sup>

[10] On April 25, 2024, Bridgepoint commenced this action against Mr. Steinberg for repayment of the loan, interest, and costs. Mr. Steinberg was served with the Statement of Claim substitutionally by ordinary mail in accordance with the Order of Pierce J. dated September 26, 2024, with service deemed effective October 7, 2024.

[11] On November 4, 2024, Bridgepoint requisitioned the Registrar to note Mr. Steinberg in default. Since then, Mr. Steinberg has not made any attempt to set aside the noting of default or otherwise defend the action.

---

<sup>5</sup> *Steinberg et al. v. Adderley*, 2023 ONSC 3900.

<sup>6</sup> *Steinberg v. Adderley*, 2024 ONCA 167.

-----  
[12] Although not required, Bridgepoint has provided Mr. Steinberg with notice of this motion, involved him in scheduling, and accommodated his request for an afternoon, in-person hearing.

[13] Mr. Steinberg attended the hearing of this motion but did not file any material. Bridgepoint did not object to Mr. Steinberg making submissions on this motion.

### **Positions of the Parties**

[14] Bridgepoint's submissions are concise:

- a. Mr. Steinberg agreed to the loan terms and received a loan;
- b. The dismissal of his action against Adderley is a *Material Adverse Change* triggering repayment;
- c. Demand for repayment has been made;
- d. The interest rates have been determined to be lawful;
- e. As he has not defended the action, Mr. Steinberg is deemed to admit the facts relied upon; and
- f. Post-judgement interest should be in accordance with the contractual interest rates.

[15] Mr. Steinberg submitted that this motion should be adjourned to allow him to retain counsel. He says that he was not served as he does not check his mailbox more than every three months. He also said that he is suing or intends to sue the lawyers who represented him previously.

---

**Analysis and Disposition**

[16] Even if I did accept Mr. Steinberg's assertion that he was not served with the Statement of Claim, and I do not, he has had ample time to either move to set aside the noting in default or defend this action. By his own admission, he has consulted lawyers about these claims.

[17] The request for an adjournment is denied.

[18] I am satisfied that the dismissal of the action against Adderley was a *Material Adverse Change* which triggered the repayment obligation. The issue of the lawfulness of the interest rate has already been determined by this court and affirmed by the Court of Appeal.

[19] I accept the calculations of interest as submitted by Bridgepoint.

[20] The draft amended judgment at CaseCentre A435 shall issue save and except the amount of costs payable by Mr. Steinberg shall be \$11,292.08 to reflect a cost award on a substantial, rather than full indemnity basis as conceded by the plaintiff.

---

The Hon. Mr. Justice W. D. Newton, R.S.J.

**Released:** September 24, 2025

**CITATION:** Bridgepoint Financial Services Ltd. Partnership I v. Steinberg, 2025  
ONSC 5436  
**COURT FILE NO.:** CV-24-143-00  
**DATE:** 2025-09-24

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

Bridgepoint Financial Services Limited  
Partnership I

Plaintiff

**- and -**

Rudolf Steinberg

Defendant

---

**DECISION ON MOTION**

---

Newton R.S.J.

**Released:** September 24, 2025