

**CITATION:** Bridgepoint Financial Services Limited Partnership I v.  
Steinberg, 2025 ONSC 3542  
**COURT FILE NO.:** CV-24-00476-000  
**DATE:** 2025-06-13

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** BridgePoint Financial Services Limited Partnership I, Applicant  
v.  
Rudolf Steinberg, Respondent

**HEARD:** June 4, 2025

**BEFORE:** Wojciechowski J.

**COUNSEL:** Ruby Egit and Stephen Libin, for the applicant, BridgePoint

Rudolf Steinberg, representing himself, the respondent, without counsel

Louis Covens, for the respondents, Mark Stoiko and Masgras Professional Corporation

Katy Commisso and Dawson Sommerville, for the intervenor, Pamela Adderley

Lori Kruse, for the Estate of Chris Hacio

**Endorsement on Case Management Conference**

[1] The purpose of this Case Management Conference was to allow the parties to respond to issues and questions which had been identified in a previous Case Management Conference held on Wednesday, May 28, 2025 (“the May 28 CMC”).

[2] The respondent, Rudolf Steinberg (“Mr. Steinberg”), appearing in person without legal representation. R. Egit and S. Libin appearing on behalf of the applicant, BridgePoint Financial Services Limited Partnership I (“BridgePoint”). L. Covens appearing on behalf of the respondents,

Mark Stoiko and Masgras Professional Corporation (“Stoiko” and “Masgras PC”). K. Commisso and D. Sommerville appearing on behalf of the intervenor, Pamela Adderley (“Adderley”). L. Kruse appearing on behalf of the Estate of Chris Hacio (“Hacio Estate”).

[3] At the May 28 CMC, issues were raised as to whether this Application should proceed to argument, or whether the issues raised in the Application were rendered moot because insufficient monies were available for distribution beyond legal fees which were outstanding and, as submitted by BridgePoint, were in priority to its claim. Reference to my endorsement from the May 28 CMC will provide additional detail to the issues discussed, as well as the questions I put to the parties which I asked them to address at this Case Management Conference.

[4] In addressing the issues, I heard submissions from counsel for BridgePoint, Stoiko and Masgras PC, Adderley, in addition to Mr. Steinberg personally.

[5] The focus of the parties’ submissions was whether or not there was any reason to proceed with the Application, and after considering the positions of the parties, I have decided the Application shall be argued and determined.

[6] As a result of a previous CMC conducted in November 2024, monies have been deposited with the Accountant for the Superior Court of Justice in the amount of \$409,983.13 plus any accrued interest. These monies came from the trust account of Masgras PC and consisted of that portion of Accident Benefits monies received by Masgras PC on behalf of Mr. Steinberg and which had not yet been disbursed.

[7] While not specifically related to the Application, and only for context, it is worthy to note that Mr. Steinberg resolved his claim for Accident Benefits with his insurer for a total of \$1.25 million. Those monies were paid to Masgras PC, and portions were disbursed. There are issues outstanding as to whether monies should have been disbursed, but for the purposes of this Case Management Conference and the Application, the practical question which the Application proposes to resolve is the distribution of the monies currently deposited with the Accountant for the SCJ, i.e., what should happen to the \$409,983.13?

[8] The Application seeks to determine whether or not loan agreements between Mr. Steinberg and BridgePoint govern any settlement monies arising from Mr. Steinberg's Accident Benefits claim. Mr. Steinberg takes the position that the loan agreements which he signed only related to Tort Settlement monies paid as a result of his motor vehicle action, and not with respect to monies received as Accident Benefits. BridgePoint's position is that the loan agreements applied to all settlement funds, whether from a Tort Action or an Accident Benefits claim, and BridgePoint's claim for repayment of its loans to Mr. Steinberg should come from the AB Settlement monies, the remaining portion of which is being held by the Accountant for the SCJ.

[9] In its submissions at the CMC, BridgePoint now takes the position that any claims for legal fees owed by Mr. Steinberg are in priority to the claim of BridgePoint's for the repayment of its loans to Mr. Steinberg. According to the calculations of BridgePoint, since the outstanding claims for legal fees exceed \$409,983.13, proceeding with the Application does not make any sense because no matter the outcome, nothing will be left to be paid to BridgePoint if its position on the definition of "settlement funds" is adopted by the court.

[10] Accepting for the moment BridgePoint's position with respect to the priority between its claim and the claims for legal fees, I refer to the endorsement of Warkentin J. dated June 9, 2023, which outlines the agreement of Mr. Steinberg, by his legal counsel, to the legal fees payable from the AB Settlement. It was agreed that the following amounts are owed to the various lawyers and/or law firms who represented Mr. Steinberg in advancing his claims arising from a motor vehicle accident:

- a. \$412,500.00 is payable in legal fees, which represents 33% of the accident benefits settlement of \$1.25 million;
- b. \$50,000 is payable for legal fees to the Hacio Estate;
- c. \$175,000 is payable for legal fees to the Estate of Allan Blott, to be paid into court;
- d. \$187,500 payable for legal fees to Stoiko and Masgras PC; and
- e. Disbursements and HST are payable in addition to the legal fees.

[11] In other words, during a Case Management Conference held before Warkentin J., it was agreed on behalf of Mr. Steinberg, as confirmed by his lawyer, that \$412,500.00 was payable to Mr. Steinberg's lawyers, plus additional disbursements and HST not yet quantified.

[12] Taking this at face value, this amount exceeds the amount of monies being held by the Accountant of the SCJ, which is partly the basis for BridgePoint's position that the Application should not proceed.

[13] In addition, BridgePoint suggests that the legal fees and disbursements which are actually outstanding exceed the amounts noted by Warkentin J. in her endorsement of June 9, 2023. This is based upon actual accounts rendered by the Hacio Estate and the Estate of Allan Blott, without

accounting for monies owed to Stoiko and Masgras PC, totaling \$435,146.70 once an estimate of accrued interest is added to the mix.

[14] As such, based upon its math, BridgePoint asserts that if the Application determined its loan agreements with Mr. Steinberg entitles BridgePoint to an interest in the AB Settlement funds currently held by the Accountant of the SCJ, once the lawyers were paid what they were due, nothing would remain for the benefit of BridgePoint.

[15] If this is going to be the end result, there is no practical reason to decide the issues raised in the Application.

[16] During the CMC, however, it was suggested that perhaps the agreement set out in the endorsement of Warkentin J. dated June 9, 2023, was subject to challenge because when the terms of this agreement were provided to Warkentin J. at a Case Management Conference held on June 1, 2023, she had decided that BridgePoint was not permitted to participate, and excluded BridgePoint from the Case Conference. Madam Justice Warkentin acknowledged subsequently that this direction was in error, and that BridgePoint should have been able to participate in discussions with respect to the agreed upon amounts of legal fees.

[17] I do note, however, that at the June 9, 2023 Case Management Conference, BridgePoint was in attendance when the agreement between counsel was endorsed, and there is no suggestion in that endorsement that BridgePoint took a position contrary to that recorded by Warkentin J.

[18] In any event, it is also alleged that the agreement set out in Warkentin J.'s endorsement totaling \$412,500.00 in legal fees and disbursements as being payable by Mr. Steinberg was made

without Masgras PC or Stoiko disclosing it had already paid itself fees and disbursements totaling \$225,796.96. This was subsequently addressed in the endorsements of Warkentin J. dated February 8, 2024, and February 28, 2024.

[19] In other words, when the agreement recorded in the June 9, 2023 endorsement of Warkentin J. was arrived at as between the parties, some or all of the parties understood that remaining in the trust account of Masgras PC at that time was approximately \$597,000.00. BridgePoint submits therefore that this agreement cannot be binding due to the lack of full disclosure by Masgras PC.

[20] In considering this position of BridgePoint, I note that to date Mr. Steinberg has taken no steps to challenge the instructions and authority of Stoiko and Masgras PC to make the agreement respecting legal fees on his behalf. Nor has the Hacio Estate or the Estate of Allan Blott challenged their entitlements. It therefore appears that the endorsement of Warkentin J. dated June 9, 2023, is based upon an agreement between the parties who would have been involved in the negotiation of the amounts of outstanding legal fees and disbursements, and to date none of those parties have challenged this agreement.

[21] For what it is worth, I understand the position with respect to the validity, or enforceability, of the agreement noted on June 9, 2023, by Warkentin J. was based upon an understanding that \$597,000.00 was available in the trust account of Masgras PC to be distributed. On this basis of this understanding, if the endorsement of Warkentin J. is correct, Hacio Estate, Stoiko and Masgras PC, and the Estate of Allan Blott, agreed to resolve their claims for legal fees based upon knowledge that there was more than \$412,500.00 in AB Settlement monies. In other words, they

compromised their positions and perhaps agreed to take less than what the bottom line of their accounts actually added up to.

[22] Again, on the basis of the June 9, 2023 endorsement, the legal fees which BridgePoint suggests takes priority over its claim to the monies held by the Accountant of the SCJ totals \$412,500.00 plus some unspecified disbursements and HST.

[23] However, during submissions on behalf of Stoiko and Masgras PC, Mr. Covens acknowledged that the amount of fees identified as being owed to Masgras PC and Stoiko in the endorsement of Warkentin J. dated June 9, 2023, totaling \$187,500.00, have already been paid. This amount was included in the \$225,796.96 already advanced to Masgras PC for fees and disbursements. In other words, while Warkentin J. stated that \$412,500.00 in fees were payable, Stoiko and Masgras PC take the position that the amount of \$187,500.00 earmarked for their legal fees have already been paid and, whatever the outcome of the Application, are not currently outstanding.

[24] As such, if the amounts set out in the June 9, 2023, endorsement are accurate, and if \$187,500.00 has already been paid, that means only \$225,000.00 in legal fees remain payable – to Hacio Estate and the Estate of Allan Blott - from the monies held by the Accountant of the SCJ, leaving \$184,983.13 “up for grabs”.

[25] Accordingly, while the parties may still wish to make submissions with respect to the agreement set out in the June 9, 2023 endorsement and the monies available to be distributed following the hearing of the Application, given one outcome where \$184,983.13 could be available

to paid out towards the entitlement of the parties, the issues raised in the Application are not moot at this juncture and the Application shall be argued.

[26] Another reason to proceed with the Application is that it will address whether or not BridgePoint has any interest in the AB Settlement, which is an issue that will impact litigation currently ongoing between BridgePoint and Stoiko and Masgras PC. An action commenced in Toronto as Court File Number CV-24-00719073-000 (“the Toronto Action”) seeks to determine whether or not Masgras PC should have disbursed any portion of the \$1.25 million AB Settlement before satisfying the outstanding balance of Mr. Steinberg’s litigation loans provided by BridgePoint.

[27] Similar to the issue raised in the Application, the Toronto Action seeks to determine whether BridgePoint has a contractual right to the monies paid to Masgras PC and Stoiko as AB Settlement monies.

[28] I asked the parties whether they would agree that the Toronto Action be moved to Thunder Bay so that it could be case managed along with the Application. No one objected, and as such an order will issue directing the transfer of Toronto Court File Number CV-24-00719073-0000 to Thunder Bay. Once transferred, this action shall sit in abeyance until the issues in the Application have been addressed, and to the extent necessary, case management directions will be made, once the Application is heard, to expedite whatever issues are still outstanding in the Toronto Action and have not been resolved by the Application decision.

[29] The parties are directed to contact the Trial Co-ordinator and request another two half-days to argue the Application, the first day commencing at 1:00 p.m. and the second at 2:00 p.m., both preferably within the same week, in order to accommodate Mr. Steinberg.

“Original signed by”  
The Hon. Justice S.J. Wojciechowski

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Sommerville, for the intervenor,  
Pamela Adderley

Lori Kruse, for the Estate of Chris  
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**ENDORSEMENT ON CASE  
MANAGEMENT CONFERENCE**

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Wojciechowski J.

**DATE:** June 13, 2025