

CITATION: Starkman Professional Corporation v. Hakim Optical Laboratory Ltd. et al, 2026
ONSC 2665

COURT FILE NO.: CV-25-00740264-0000

DATE: 2026-05-11

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Starkman Professional Corporation a.k.a Starkman Lawyers, Plaintiff

AND:

Hakim Optical Laboratory Ltd., Evelyn Aimis Holdings Inc., and Hakim Optical
Worldwide Lenses Inc., Defendants

BEFORE: Justice Grant R. Dow

COUNSEL: *Paul H. Starkman*, for the Plaintiff

No one appearing for the Defendant

HEARD: May 11, 2026

ENDORSEMENT

- [1] This matter was referred to me on May 1, 2026 as an in-writing motion, presumably pursuant to the October 15, 2025 Endorsement of Justice Parghi which set out the process by which the plaintiff could obtain an in-writing default judgment as against the defendant, Evelyn Aimis Holdings Inc.(the balance of the defendants having obtained a June 27, 2025 Order from Justice Black under the *Companies' Creditors Arrangement Act*, R.S.O.C. 1985 c.C-36 which stayed this action as against those defendants.
- [2] If the process was followed and the defendant, Evelyn Aimis Holdings Inc. had not responded within the time limit set out, Justice Parghi's Endorsement provided for the motion to proceed the week of December 1, 2025.
- [3] The notification I received from the Motion's Office indicated this motion was returnable the week of March 23, 2026. This later date appears to be the result of a January 27, 2026 Endorsement by Justice Callaghan which, aside from alternative dates, repeated the (standard) process to be followed as set out by Justice Parghi. I found no explanation for this duplication in the material reviewed.
- [4] The Motion Record dated October 17, 2025 is deficient. First, both Endorsements required service of the Motion Record (containing the Noting in Default, the form of judgment sought and the Endorsement setting out the process to follow) to be served on the defendant, Evelyn Aimis Holdings Inc. in accordance with *Casa Manila Inc. v. Iannuccilli*, 2018 ONSC 7083, that is, personal service. This is clarified by each

Endorsement stating “The affidavit of service should provide particulars of a basis for a judge to find that the Defendant received the statement of claim and motion record or otherwise knows about the lawsuit”. The affidavit of service provided, sworn October 28, 2025 by the plaintiff law firm’s articling student deposes the Motion Record was served “by sending a copy by mail to the Defendant’s last known address”. Which defendant was not specified. No compliance with Justice Callaghan’s Order was found in the materials.

- [5] Second, the Motion Record contains a copy of the Statement of Claim, dated April 1, 2025 which sets out the basis for the claim, being a December 31, 2024 invoice #7449 in the amount of \$17,048.12. No copy of the invoice was provided in the Motion Record which would detail what or how this claim came into being.
- [6] Third, the Statement of Claim sought pre-judgment interest in accordance with Section 128 of the *Courts of Justice Act*, R.S.O.1990, c.C.43. Within the Motion Record, this was quantified to be \$547.62 for the period December 1, 2024 to September 17, 2025. In a Requisition for Default Judgement form, the calculated interest at 4.8 percent per year to October 19, 2025 or 293 days was \$547.41 (which is not the \$656.89 amount I calculated). The material ought to have set out a calculation with a *per diem* amount so the precise amount, if any, could be included in the judgment to the date of judgment that the plaintiff sought to be awarded.
- [7] Fourth, the Statement of Claim sought costs in the Motion Record and included a Bill of Costs totalling \$4,055.92 without any explanation as to the hours spent, by whom, the hourly rate sought or, perhaps most importantly, why Rule 57.05 should not apply the given recovery sought was within the monetary jurisdiction of the Small Claims Court.
- [8] As a result, plaintiff’s motion is dismissed. It is dismissed without prejudice to it being renewed on fresh material that will hopefully address the concerns which I raised. If it is renewed in the Superior Court of Justice, I seize myself of the plaintiff’s motion.

Mr. Justice G. Dow

Date: May 11, 2026