

CITATION: DLA Piper (Canada LLP) v. G.H. Johnson's Trading Company Limited, 2026
ONSC 3455

COURT FILE NO.: CV-25-00737235-0000

DATE: 2026-06-12

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: DLA Piper (Canada) LLP, Plaintiff

AND:

G.H. Johnson's Trading Company Limited, Defendant

BEFORE: Justice Grant R. Dow

COUNSEL: *Cody Koblinsky*, for the Plaintiff

HEARD: June 12, 2026

ENDORSEMENT

- [1] This in-writing motion for default judgment was scheduled to be returnable the week of April 6, 2026 (pursuant to the Endorsement of Justice Merritt on February 17, 2026). It was assigned to me on June 4, 2026.
- [2] This claim arises from a series of five invoices dated between December 15, 2022 and April 8, 2024 totalling \$265,983.49. The Retainer Agreement is a letter dated June 18, 2020 from the lawyer with carriage of the matter at the plaintiff law firm with a billing rate of \$650 per hour. The invoices themselves detail work performed but not the time spent. I propose to resolve that on the basis the Statement of Claim, apparently issued February 18, 2025 that was served personally on the defendant on February 19, 2025 and was not defended. Thus, the defendant was noted in default and deemed to have admitted the allegations in the Statement of Claim pursuant to Rule 19.02(1)(a). Further, as provided in Justice Merritt's Endorsement and confirmed by the Affidavit of Service of Norman Ng, sworn February 26, 2026, the plaintiff's Motion Record including the Statement of Claim and Justice Merritt's Endorsement were personally served on the defendant on that date.
- [3] However, the plaintiff also sought prejudgment interest on the basis the Retainer Agreement which provided for interest to be "charged on amounts outstanding greater than 30 days at an annual rate set by us from time to time which will be shown on each invoice". Each of the invoices forming part of the claim provide for "*interest at the rate of prime +2% per annum*". I found no description or reference as to the "rate of prime".
- [4] The plaintiff sought \$32,241.68 of prejudgment interest without providing the basis of that calculation aside from its letter to the defendant dated December 13, 2024, demanding that payment in addition to the principal.

- [5] As a result, I am not prepared to award that amount. I am prepared to and have calculated prejudgment interest on each account from 30 days after its date at 2 percent per year to the date of Judgment which totals \$14,929.78. (This is somewhat greater than *Courts of Justice Act*, R.S.O.1990, c.C.43 prescribed rate of interest of 4 percent per year calculated from the date the Statement of Claim was issued).
- [6] No details or submissions of the claim for costs were contained in the plaintiff's Factum. However, a draft Bill of Costs was provided setting out a claim for fees using each of partial indemnity, substantial indemnity and actual rate claims. While the Retainer Agreement provided for the defendant having agreed to "pay the actual legal fees and costs on a solicitor and own client basis", the draft judgment provided utilised a claim for partial indemnity fees which, inclusive of HST and disbursements, totals \$5,395.75 and I fix costs in that amount.
- [7] For the reasons stated above, I also reject the claim for post judgment interest at "the rate of prime plus 2%" but award same at 4 percent per year pursuant to sections 127 and 129 of the *Courts of Justice Act*, *supra*.

Mr. Justice G. Dow

Date: June 12, 2026