

**FORM 27**  
[RULES 6.3 AND 10.52(1)]

Clerk's Stamp

COURT FILE NO.        25-2832314

COURT                    COURT OF KING'S BENCH OF  
ALBERTA

JUDICIAL CENTRE     CALGARY

MATTER                IN THE MATTER OF THE BANKRUPTCY  
OF HOME SOLUTIONS CORPORATION

APPLICANTS           ANDREW DAVIDSON AND JODY DAVIDSON

RESPONDENT           HOME SOLUTIONS CORPORATION, BY ITS TRUSTEE  
IN BANKRUPTCY, MNP LTD., AND GRANT THORNTON LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF HOME  
SOLUTIONS CORPORATION

DOCUMENT            **APPLICATION**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING  
THIS DOCUMENT        **BENNETT JONES LLP**  
Barristers and Solicitors  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Kelsey Meyer / Adam Williams  
Telephone No.: (403) 298-4485 / 3323 / 3307  
Fax No.: (403) 265-7219  
Client File No.: 94214.1

**NOTICE TO RESPONDENT: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES  
FUND GP INC. D.B.A. PRIVATE DEBT PARTNERS**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the applications judge/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: Friday, June 16, 2023  
Time: 2:00 p.m.  
Where: Calgary Courts Centre  
601 – 5<sup>th</sup> Street SW  
Calgary, Alberta T2P 5P7  
Virtually, via Webex  
Before Whom: The Honourable Justice C. M. Jones on the Commercial List

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. A declaration that Andrew Davidson is an unsecured creditor of Home Solutions Corporation (the "**Bankrupt**") in the amount of \$402,454.00 or such other amount as this Court deems appropriate;
2. A declaration that Jody Davidson is an unsecured creditor of the Bankrupt in the amount of \$6,669.00 or such other amount as this Court deems appropriate;
3. Pursuant to section 38 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), an Order substantially in the form attached hereto as **Schedule "A"**:
  - (a) authorizing Andrew Davidson and Jody Davidson (collectively, the "**Applicants**") and any other Participating Creditors (as defined below) to proceed in the place of MNP Ltd. (the "**Trustee**") in its capacity as the trustee in bankruptcy of the Bankrupt, and prosecute proceedings on behalf of the estate of the Bankrupt in their own names, for their own benefit and at their own expense (as further described below) as against Private Debt Partners Senior Opportunities Inc., carrying on business as Private Debt Partners, which may also be known as "PDP Senior Opportunities GP Inc.", "PDP Senior Direct Lending GP Inc.", "PDP Opportunities Carried Interest GP Inc.", "Private Debt Partners GP LLC", "Private Debt Partners Inc.", "Private Debt Partners LP", "Private Debt Partners Senior Direct Lending Fund LP", or "Private Debt Partners Senior Opportunities Fund LP" ("**PDP**") and Jeffrey Deacon (the "**Proceedings**");

- (b) providing that the Trustee shall assign to the Applicants and any other Participating Creditors all its right, title and interest in the Proceedings, and shall transfer and make available to the Applicants and any other Participating Creditors copies of all books and documents of the Bankrupt that are in the Trustee's possession which concern or relate to the Proceedings (collectively, the "**Records**"), and that such assignment shall vest in the Applicants and such other Participating Creditors all right, title and interest which the Trustee has, had or shall have in the subject matter of the Proceedings by virtue of its office as Trustee of the Bankrupt;
- (c) permitting filing of the Statement of Claim attached as **Exhibit "38"** to the Affidavit of Andrew Davidson, filed herewith (the "**Statement of Claim**");
- (d) providing that all benefits derived from the Proceedings, together with any costs awarded in relation to the same, shall belong:
  - (i) to the extent of their respective claims against the Bankrupt and costs of the Proceeding, *pro rata* according to the amount of their respective claims against the Bankrupt in relation to the claims of the Applicants and all Participating Creditors, exclusively to:
    - (A) the Applicants; and
    - (B) any other creditors who, within seven days after service of the Order sought herein, agree to contribute *pro rata* according to the amount of their respective claims in relation to those of the Applicants and other Participating Creditors, to the expense and risk of prosecuting the proceedings, and who within seven days of service of the Order sought herein, signify their agreement in writing and provide an address for service, including the name of the creditor and a mailing address, email address and telephone number for that creditor ("**Address for Service**"), to:

Bennett Jones LLP  
4500 Bankers Hall East

855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7  
Attention: Chris Simard / Kelsey Meyer / Adam Williams  
[simardc@bennettjones.com](mailto:simardc@bennettjones.com) / [meyerk@bennettjones.com](mailto:meyerk@bennettjones.com) /  
[williamsa@bennettjones.com](mailto:williamsa@bennettjones.com)

(the "**Participating Creditors**" and each, a "**Participating Creditor**"); and

- (ii) to the extent of any surplus in excess of:
  - (A) the claims of the Applicants and the Participating Creditors as against the Bankrupt; and
  - (B) costs of the Proceedings incurred by the Applicants and the Participating Creditors, including Legal Expenses and Costs (each as defined below);

to the estate of the Bankrupt;

- (e) providing that each Participating Creditor shall be responsible for and shall pay:
  - (i) that Participating Creditor's *pro rata* share of any account for legal fees, disbursements, and other charges incurred by the Applicants and by the Participating Creditors in pursuing the Proceedings ("**Legal Expenses**") duly issued to that Participating Creditor, within 30 days of receipt of an invoice for the same at the Address for Service provided by the Participating Creditor; and
  - (ii) that Participating Creditor's *pro rata* share of any court-ordered award of costs or other monetary settlement agreed upon by or on behalf of the Applicants and the Participating Creditors in relation to the Proceedings ("**Costs**") within 10 days of receipt of notice of the same at the Address for Service provided by the Participating Creditor;

- (f) providing that:

- (i) any failure by any Participating Creditor to pay its *pro rata* share of the Legal Expenses or the Costs as required pursuant to the Order sought herein shall entitle the Applicants to apply to have that Participating Creditor removed from the Proceedings and to be no longer entitled to the benefits derived from same (and, upon the granting of such an Order, the said Participating Creditor shall no longer be a Participating Creditor and shall be deemed a "**Removed Creditor**"); and
- (ii) that the Removed Creditor's *pro rata* share of the Legal Expenses or Costs that remain outstanding shall be paid by the Applicants and by the Participating Creditors, in accordance with their *pro rata* shares thereof, re-determined in relation to the removal of the Removed Creditor, within the periods of time set out in paragraph 4(e) hereof;
- (g) providing that if any creditor fails to provide notice of participation as outlined above, they shall thereafter be excluded from participating in the Proceedings or receiving the benefits derived therefrom;
- (h) providing that all benefits derived by the Applicants and the Participating Creditors from the Proceedings, together with any costs awarded to the Applicants and the Participating Creditors in relation to the same, shall be paid in the following priority:
  - (i) first, to Bennett Jones LLP, to the extent that any account for Legal Expenses remains outstanding;
  - (ii) second, divided between the Applicants and the Participating Creditors, *pro rata* according to the respective amounts of their claims and any Legal Expenses and Costs incurred by them, in addition to any dividends that they may be entitled to out of the Bankrupt's other assets; and
  - (iii) third, to the Estate of the Bankrupt;

- (i) providing that the Trustee shall provide the Applicants with a list of the names and addresses of all creditors who have proven claims against the Bankrupt's estate (the "**Creditor Service List**"), within four days of the service of the Order sought herein;
  - (j) allowing the Statement of Claim to be prosecuted by Bennett Jones LLP, counsel to the Applicants;
  - (k) authorizing Bennett Jones LLP to receive instructions with respect to the Proceedings from the Applicants, who, in turn, shall:
    - (i) consult, to the extent practical and reasonable, with the Participating Creditors with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings (which consultations shall be subject to litigation privilege) and consider such consultations in providing instructions to Bennett Jones LLP; and
    - (ii) not have any liability to the Participating Creditors as a result of the instructions provided to Bennett Jones LLP, provided the Applicants act reasonably and are not negligent in providing such instructions;
  - (l) providing that notwithstanding the relief sought in paragraph 4(k)(i) hereof, to the extent that PDP, Deacon, or either of them become a Participating Creditor, the Applicants shall not have any obligation to consult with PDP or Deacon with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings;
  - (m) deeming service upon the creditors who have proven claims against the Bankrupt good and sufficient upon serving the Order sought herein to the addresses listed on the Creditor Service List. The Order shall be deemed to have been served five days after the Order sought herein is sent.
4. An Order requiring that Grant Thornton Limited, in its capacity as Receiver of the Bankrupt (the "**Receiver**"), shall provide to counsel for the Applicants true copies of all books and

records of the Bankrupt that concern or relate to the Proceedings, within one month of the granting of the Order.

5. Such further and other relief as this Court directs.

**Grounds for making this application:**

6. The Applicants are creditors of the Bankrupt.
7. The Applicants have provided the Trustee with proofs of claim and supporting documentation detailing their claims in bankruptcy. The Trustee has not accepted the proof of claim of the Applicant, Andrew Davidson, for the amounts claimed or at all, nor has it disallowed the proof of claim, in whole or in part. The Trustee has partially disallowed the proof of claim of the Applicant, Jody Davidson.
8. The Applicants requested that the Trustee commence proceedings on behalf of the Bankrupt to recover damages as against PDP and Jeffrey Deacon for breach of contract, breach of the duty of honest and good faith performance, breach of confidentiality, gross negligence, interference with economic relations, fraudulent misrepresentation, and breach of fiduciary duty.
9. The Trustee has provided notice to the Applicants that it does not intend to pursue an action to recover damages as requested by the Applicants, as outlined in the Statement of Claim.
10. The claims of the Applicants are *prima facie* meritorious.
11. The Applicants believe that prosecuting the proposed Statement of Claim is beneficial for the Applicants and the creditors of the estate of the Bankrupt.
12. The Trustee has advised the Applicants that it delivered certain books and records of the Bankrupt to the Receiver, and that it did not maintain copies thereof. As a representative of the Bankrupt, the Receiver ought to provide to the Applicants true copies of all such books and records that concern or relate to the Proceedings.

**Material or evidence to be relied on:**

13. Affidavit of Andrew Davidson, sworn May 31, 2023; and
14. Such further and other evidence as counsel may advise and this Court may permit.

**Applicable Rules:**

15. Rule 5.13 of the *Alberta Rules of Court*.

**Applicable Acts and Regulations:**

16. Section 38 of the *BIA*; and
17. Any other Acts, provisions or regulations this Court deems appropriate.

**Any irregularity complained of or objection relied on:**

18. None.

**How the application is proposed to be heard or considered:**

19. Remotely, via Webex, before the Presiding Justice on the Commercial List, as previously scheduled with the Commercial Coordinator.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.



**SCHEDULE "A"**

COURT FILE NO. 25-2832314

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

MATTER IN THE MATTER OF THE BANKRUPTCY OF HOME SOLUTIONS CORPORATION

APPLICANTS ANDREW DAVIDSON AND JODY DAVIDSON

RESPONDENT HOME SOLUTIONS CORPORATION, BY ITS TRUSTEE IN BANKRUPTCY, MNP LTD., AND GRANT THORNTON LIMITED, IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF HOME SOLUTIONS CORPORATION

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**  
Barristers and Solicitors  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Kelsey Meyer / Adam Williams  
Telephone No.: (403) 298-4485 / 3323 / 3307  
Fax No.: (403) 265-7219  
Client File No.: 94214.1

**DATE ON WHICH ORDER WAS PRONOUNCED:** Friday, June 16, 2023

**LOCATION OF HEARING OR TRIAL:** Calgary, AB

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice C. M. Jones

UPON THE APPLICATION OF Andrew Davidson and Jody Davidson (collectively, the "**Applicants**"); AND UPON reading the Affidavit of Andrew Davidson, sworn May 31, 2023; AND UPON hearing counsel for the Applicants; AND UPON hearing from counsel for MNP Ltd. (the "**Trustee**"), in its capacity as Trustee of Home Solutions Corporation (the "**Bankrupt**"); AND UPON hearing from counsel for Grant Thornton Limited (the "**Receiver**"), in its capacity as Receiver of the Bankrupt; AND UPON being advised that there are creditors who have proven claims against the Bankrupt's estate, including the Applicants (collectively, the "**Creditors**"); AND UPON the Trustee having refused to take proceedings as against Private Debt Partners Senior Opportunities Inc., carrying on business as Private Debt Partners, which may also be known as "PDP Senior Opportunities GP Inc.", "PDP Senior Direct Lending GP Inc.", "PDP Opportunities Carried Interest GP Inc.", "Private Debt Partners GP LLC", "Private Debt Partners Inc.", "Private Debt Partners LP", "Private Debt Partners Senior Direct Lending Fund LP", or "Private Debt Partners Senior Opportunities Fund LP" ("**PDP**") and Jeffrey Deacon;

IT IS ORDERED AND DECLARED THAT:

1. Andrew Davidson is hereby declared an unsecured creditor of the Bankrupt in the amount of \$402,454.00;
2. Jody Davidson is hereby declared an unsecured creditor of the Bankrupt in the amount of [\$6,669.00];
3. Pursuant to section 38 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"):
  - (a) The Applicants and any other Participating Creditors (as defined below) are authorized to proceed in the place of the Trustee, and prosecute proceedings on behalf of the estate of the Bankrupt in their own names, for their own benefit and at their own expense (as further described below) as against PDP and Jeffrey Deacon (the "**Proceedings**");
  - (b) The Trustee shall assign to the Applicants and any other Participating Creditors all its right, title and interest in the Proceedings, and shall transfer and make available to the Applicants and any other Participating Creditors all books and documents of the Bankrupt that are in the Trustee's possession which concern or relate to the Proceedings (collectively, the "**Records**"). Such assignment shall vest in the Applicants and such other Participating Creditors all right, title and interest which

the Trustee has, had or shall have in the subject matter of the Proceedings by virtue of its office as Trustee of the Bankrupt;

- (c) The Applicants are permitted to file the Statement of Claim attached as **Exhibit "38"** to the Affidavit of Andrew Davidson, sworn May 31, 2023 (the "**Statement of Claim**");
- (d) All benefits derived from the Proceedings, together with any costs awarded in relation to the same, shall belong:
  - (i) to the extent of their respective claims against the Bankrupt and costs of the Proceedings, *pro rata* according to the amount of their respective claims against the Bankrupt in relation to the claims of the Applicants and all Participating Creditors, exclusively to:
    - (A) the Applicants; and
    - (B) any other creditors who, within seven days after service of this Order, agree to contribute *pro rata* according to the amount of their respective claims in relation to those of the Applicants and other Participating Creditors, to the expense and risk of prosecuting the proceedings, and who within seven days of service of this Order, signify their agreement in writing and provide an address for service, including the name of the creditor and a mailing address, email address and telephone number for that creditor ("**Address for Service**"), to:

Bennett Jones LLP  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7  
Attention: Chris Simard / Kelsey Meyer / Adam Williams  
[simardc@bennettjones.com](mailto:simardc@bennettjones.com) / [meyerk@bennettjones.com](mailto:meyerk@bennettjones.com) /  
[williamsa@bennettjones.com](mailto:williamsa@bennettjones.com)

(the "**Participating Creditors**" and each, a "**Participating Creditor**"); and

- (ii) to the extent of any surplus in excess of:
  - (A) the claims of the Applicants and the Participating Creditors as against the Bankrupt; and
  - (B) costs of the Proceedings incurred by the Applicants and the Participating Creditors, including Legal Expenses and Costs (each as defined below);

to the estate of the Bankrupt;

- (e) Each Participating Creditor shall be responsible for and shall pay:
  - (i) that Participating Creditor's *pro rata* share of any account for legal fees, disbursements, and other charges incurred by the Applicants and by the Participating Creditors in pursuing the Proceedings ("**Legal Expenses**") duly issued to that Participating Creditor, within 30 days of receipt of an invoice for the same at the Address for Service provided by the Participating Creditor; and
  - (ii) that Participating Creditor's *pro rata* share of any court-ordered award of costs or other monetary settlement agreed upon by or on behalf of the Applicants and the Participating Creditors in relation to the Proceedings ("**Costs**") within 10 days of receipt of notice of the same at the Address for Service provided by the Participating Creditor;
- (f) Any failure by any Participating Creditor to pay its *pro rata* share of the Legal Expenses or the Costs as required pursuant to this Order shall entitle the Applicants to apply to have that Participating Creditor removed from the Proceedings and to be no longer entitled to the benefits derived from same. Upon the granting of such an Order:

- (i) the said Participating Creditor shall no longer be a Participating Creditor and shall be deemed a "**Removed Creditor**"; and
  - (ii) the Removed Creditor's *pro rata* share of the Legal Expenses or Costs that remain outstanding shall be paid by the Applicants and by the Participating Creditors, in accordance with their *pro rata* shares thereof, re-determined in relation to the removal of the Removed Creditor, within the periods of time set out in paragraph 4(e) hereof;
- (g) If any creditor fails to provide notice of participation as set out in paragraph 4(d)(i)(B) hereof, that creditor shall thereafter be excluded from participating in the Proceedings or receiving the benefits derived therefrom;
- (h) All benefits derived by the Applicants and the Participating Creditors from the Proceedings, together with any costs awarded to the Applicants and the Participating Creditors in relation to the same, shall be paid in the following priority:
- (i) First, to Bennett Jones LLP, to the extent that any account for Legal Expenses remains outstanding;
  - (ii) Second, divided between the Applicants and the Participating Creditors, *pro rata* according to the respective amounts of their claims and any Legal Expenses and Costs incurred by them, in addition to any dividends that they may be entitled to out of the Bankrupt's other assets; and
  - (iii) Third, to the Estate of the Bankrupt.
- (i) The Trustee shall provide the Applicants with a list of the names and addresses of all Creditors who have proven claims against the Bankrupt's estate (the "**Creditor Service List**"), within four days of the service of this Order;
- (j) The Statement of Claim shall be prosecuted by Bennett Jones LLP, counsel to the Applicants;

- (k) Bennett Jones LLP is authorized to receive instructions with respect to the Proceedings from the Applicants, who, in turn, shall:
    - (i) consult, to the extent practical and reasonable, with the Participating Creditors with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings (which consultations shall be subject to litigation privilege) and consider such consultations in providing instructions to Bennett Jones LLP; and
    - (ii) not have any liability to the Participating Creditors as a result of the instructions provided to Bennett Jones LLP, provided the Applicants act reasonably and are not negligent in providing such instructions;
  - (l) Notwithstanding paragraph 4(k)(i) hereof, to the extent that PDP, Deacon, or either of them become a Participating Creditor in accordance with paragraph 4(d)(i)(B) hereof, the Applicants shall not have any obligation to consult with PDP or Deacon with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings;
  - (m) Service upon the creditors who have proven claims against the Bankrupt shall be good and sufficient upon serving this Order to the addresses listed on the Creditor Service List. This Order shall be deemed to have been served five days after the Order is sent.
4. Within one month of the granting of this Order, the Receiver shall provide to counsel for the Applicants true copies of all books and records of the Bankrupt that concern or relate to the Proceedings.

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J.C.K.B.A. or Clerk of the Court