

CITATION: Kamranpoor v United Wire & Cable (Canada) Inc. 2026 ONSC 3541
COURT FILE NO.: CV-23-00696643
MOTION HEARD: 20260616

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Vahab Kamranpoor, Plaintiff

AND:

United Wire & Cable (Canada) Inc., Defendant

BEFORE: Associate Justice Jolley

COUNSEL: David Shiller and Chris Kim, counsel for the moving party plaintiff

Marty Rabinovitch, counsel for the responding party defendant

HEARD: 16 June 2026

REASONS FOR DECISION

- [1] The plaintiff was employed as the defendant's general manager from November 2021 to October 2022. He has sued the defendant for damages for wrongful dismissal, including payment of a bonus, as well as damages for emotional and mental distress.
- [2] seeks an order imposing a discovery plan. The defendant agrees to a plan but the parties disagree over the scope of the financial records the defendant is to produce and the medical records the plaintiff is to produce.

A. Financial Document Production from the Defendant

- [3] The defendant has agreed to produce its financial statements for the period 30 September 2021 to 30 September 2024, which covers the period of the plaintiff's employment and his 20 month-claimed notice period. The plaintiff has requested a much longer period and a much broader range of productions, He seeks production of the defendant's income tax returns, notices of assessment and re-assessment, detailed trial balance sheet, year end adjusting entries, details of accrued liabilities and payroll register for 2017 to 2024.
- [4] The breadth of the request is supported by an accountant retained by the plaintiff who advises he requires this scope to prepare the plaintiff's damages report. He states that these productions are required "to confirm consistent application of accounting principles and discretionary items between the periods prior to Mr. Kamranpoor's employment, and the periods of his employment and in lieu of his termination." The corporate income tax returns are requested "to confirm that the financial statements are consistent with the corporate income tax returns".

- [5] In addition to his claim for damages, the plaintiff has claimed as relief in his amended statement of claim “ a declaration from the court that the defendant must provide its fiscal 2021 financial statements, final fiscal 2022 financial statements, final fiscal 2023 financial statement and final fiscal financial statements, so that the plaintiff can properly calculate his owed wages to date as well as the damages claimed herein” (para 1(e)).”
- [6] The plaintiff may be entitled to seek the level of financial disclosure he requests on this motion after discoveries or should he succeed at trial, but I find this breadth of disclosure sought at this stage to be disproportionate and irrelevant.
- [7] The plaintiff’s employment agreement provided that he “may be entitled to an annual bonus... in an amount equal to ten percent (10%) of Net Income..... “Net Income” means, for the relevant fiscal year, the net income of UWC as shown on its final financial statements for such fiscal year, prior to deduction for applicable taxes, assessments, charges, duties, fees, levies and other deductions and charges of any nature imposed by a governmental authority, whether disputed or not, any related charges, interest or penalties imposed by any governmental authority.”
- [8] Given the agreement contemplated that the bonus would be a percentage of Net Income, as defined, (i.e. Net Income Before Taxes) as shown on the defendant’s final financial statements, I find production of those statements, to which the defendant has now agreed, is sufficient at this stage to determine the company’s net income before taxes. This does not preclude the plaintiff from attempting to establish the relevance of these additionally sought documents during his examination for discovery of the defendant. See *Muddiman v Muddiman, et al*, 2026 ONSC 341 at para 62 and *Labow v. Durham Label Inc.*, 2024 ONSC 4585 at paras 15-18.
- [9] There is nothing at present to suggest that the defendant’s financial statements, prepared by BDO, have not been prepared in accordance with the applicable accounting principles or that those principles have been applied inconsistently, or require other documentary corroboration. That evidence may surface at discoveries, which is why motions of this nature should generally be brought after discoveries when the party seeking the additional productions may have some foundational basis for the wider disclosure requests sought by the plaintiff and his expert.
- [10] I order the defendant to produce its financial statements for the period 30 September 2021 to 30 September 2024, within 30 days of the date of this decision.
- [11] The parties did agree on the confidentiality terms with respect to whatever financial documents were ordered produced and I have included those terms in my order.

B. Medical Records Production from the Plaintiff

- [12] The defendant seeks production of the plaintiff’s medical records from 22 November 2020 to 27 June 2024, the end of his claimed 20 month notice period, as well as the medical records related to the plaintiff’s visit to the emergency room on or about 4 October 2022.

- [13] The plaintiff has pleaded in his amended statement of claim that the defendant's neglect of his requests for appropriate resources "was taking a toll on [his] physical and mental health. He began to show clear signs of deterioration" (para 35). Further, he alleges that on 4 October 2022 he suffered a medical emergency and was rushed to hospital by ambulance, put through a "slew of tests" and it was determined that he was "suffering from high levels of work-related anxiety and stress" (para 36). He further pleads that "he could not bear the thought of what might happen to his health and family should he continue down this path. After much thought and consideration, and upon the advice of his physicians, for the sake of his health, [he] realized he had no choice but to resign" (para 37). The plaintiff seeks "\$500,000 in damages for the emotional and mental distress caused by the defendant" (paragraph 1(j)).
- [14] The plaintiff concedes that these medical records are relevant and does not oppose an order that they be produced.
- [15] The parties advised that there was an offer to settle this motion. If they cannot agree on costs, they are to send their submissions, as well as any offer to my assistant trial coordinator at Christine.Meditskos@ontario.ca by 3 July 2026. Mr. Rabinovitch will also address whether I can deal with any of his associated costs when his costs outline or bill of costs were not uploaded for the motion.
- [16] Otherwise, order to go in terms of the draft order, which I have signed.

Associate Justice Jolley

Date: 16 June 2026