

CITATION: Pupi v. Pupi, et al, 2026 ONSC 3544
COURT FILE NO.: CV-17-62415
DATE: 2026-06-16

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

Michele Pupi also known as Michael Pupi

Plaintiff/Defendant by Counterclaim

- and -

Gregorio Pupi also known as Greg Pupi, Anna Maria Pupi, G & M Property Managers, Bella Homes Inc., Pupi Brothers Inc., 2619207 Ontario Inc., Brick-It Masonry Inc., and Purigan Masonry Ltd

Defendants/Plaintiffs by Counterclaim

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) Chris Arigropoulos, for the
) Plaintiff/Defendant by Counterclaim
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) Andrei Dobrogeanu, for the
) Defendants/Plaintiffs by
) Counterclaim, Gregorio Pupi also
) known as Greg Pupi, and Anna Maria
) Pupi
)
)

) **HEARD:** April 20, 2026

ENDORSEMENT

Associate Justice J. Kriwetz

The Motions

[1] There are two motions before me.

[2] The first motion, by the plaintiff/defendant by counterclaim, Michele Pupi also known as Michael Pupi (“**Michael**”) is for an order compelling the defendants, plaintiffs by counterclaim, Gregorio Pupi also known as Greg Pupi (“**Greg**”), Anna Maria Pupi (“**Anna**”), G & M Property Managers (“**G & M**”), Bella Homes Inc. (“**Bella**”), Pupi Brothers Inc. (“**Pupi Brothers**”), 2619207 Ontario Inc. (“**261**”), Brick-It Masonry Inc. (“**Brick-It**”), and Purigan Masonry Ltd. (“**Purigan**”) [the defendants/plaintiffs by counterclaim will be referred to collectively as the “**Defendants**”] to produce documents ordered by RSJ Sweeny as set out in his endorsement dated December 4, 2023. I will refer to this motion as the “**Plaintiff’s Motion**”.

[3] The second motion, by Greg and Anna (the “**Pupi Defendants**”) is for (a) an Order that Michael answer outstanding undertakings given at his examination for discovery, which were ordered to be answered by Justice Milanetti on November 12, 2019, and (b) an order that the Plaintiff provide a copy of any lease and related documents that he may have, including communications with any tenants regarding the property known as 555 Seaman Avenue, Hamilton, Ontario. I will refer to this motion as the “**Defendants’ Motion**”.

Background

[4] As summarised in RSJ Sweeny's endorsement, this action relates to a business partnership between Michael and Greg, which began sometime in the 1980s. G & M was the partnership. The business involved real estate investment and management. Michael alleges that Greg maintained the finances of the partnership and controlled the purchases of the properties while he primarily managed the properties but had no input or involvement regarding the finances.

[5] Michael and Greg had a falling out in 2016. Michael commenced this action seeking, amongst other things, a declaration of 50% ownership in certain properties, damages, an injunction restraining the Defendants from any conduct in respect of the properties, and an accounting. The claim was amended in 2022 to add other parties and properties.

[6] The Defendants produced an expert report on September 24, 2021. Michael took the position the report was deficient because it was completed in the absence of the relevant source documents and financial statements of the Defendants.

[7] On December 4, 2022, RSJ Sweeny ordered the Defendants to produce certain documents as set out in His Honour's endorsement, but no formal order was taken out. It is unfortunate that the terms of RSJ Sweeny's order were not

settled because the parties have different interpretations of the endorsement's scope and intent. They also disagree as to whether it has been complied with. Hereafter, I will refer to His Honour's endorsement as the "**Endorsement**".

[8] In general terms, Michael's position is that the Endorsement has not been complied with and that a number of documents have yet to be produced. He states the documents are required to enable his expert to prepare a proper responding report.

[9] Briefly summarised, the Pupi Defendants take the position that the Endorsement has been complied with, that Michael is seeking documents which are beyond the scope of the Endorsement, that many of the documents requested are available or are being searched for, that Michael can obtain some of the documents himself.

[10] The Endorsement makes several references to Bogdan Antoniu, who is an accountant for the Defendants. I mention this because Mr. Antoniu is referred to in the materials which are before me, and I will make references to him below.

[11] Except for the Pupi Defendants, the remaining Defendants did not respond to the Plaintiff's Motion, nor did they appear at the hearing.

The Plaintiff's Motion

[12] The Endorsement and the parties at this hearing addressed the documents in issue by category. I will deal with them using the same categories.

[13] Two affidavits were filed in support of Michael's Motion. One was sworn by Bennie Esposto, on June 24, 2024 (the "**Esposito Affidavit**"). Mr. Esposto was retained by Michael to prepare an expert report on the issue of damages. The other was sworn, by Larry R. Joslin on March 18, 2026 (the "**Joslin Affidavit**"). Mr. Joslin is a Chartered Professional Accountant with significant experience in the field of forensic and investigative accounting.

[14] In general terms, the Esposto Affidavit speaks to the issue of what documents Michael asserts are still outstanding and why they necessary for Mr. Esposto to prepare a responding report. The Joslin Affidavit addresses the issues of the retention periods for certain documents, the deficiencies in the documents produced, and the reasons that the additional documents are necessary.

G & M

[15] Paragraphs 12 and 13 of the Endorsement state:

“Mr. Antoniu has said that he had few details available before he took over in 2013. He must check what he has in addition to what is already provided. He is required to do so. There was a previous bookkeeper who has also delivered all that was available to the present firm Renmar.

Greg undertook to provide an accounting, and the bank statements should be produced. Greg must write to the banks and request the records for as far back as they have them and those must be produced. This would include requests for credit card statements.”

[16] Michael states that, although many documents were provided, they were duplicates and triplicates of documents that had been produced prior to the motion before RSJ Sweeny.

[17] Paragraph 10 of the Esposto Affidavit lists a number of documents which Michael submits have not been produced, including documents that post-dated the Endorsement.

[18] In response to Michael's Motion and in support of the Defendant's Motion, the Pupi Defendants filed the affidavit of Kyle Stewart, sworn March 3, 2026 (the **“Stewart Affidavit”**). Mr. Stewart is a law clerk in the office counsel for the Pupi Defendants.

[19] On the issue of the G & M documents, the Pupi Defendants' position is summarised as follows: (a) the Endorsement has been complied with, and many

of the documents sought by Michael are beyond the scope of what was ordered, (b) some of the information requested is available; and (c) Mr, Antoniu is looking for the rest of the documents. With respect to (b), the Pupi Defendants have not confirmed that they will produce those documents. With respect to (c), the Pupi Defendants do not confirm that they will produce such documents if they are found.

[20] In reply, Michael interprets the Endorsement broadly and notes RSJ Sweeny's reference to Greg's undertaking to provide an accounting and His Honour's comment that it was reasonable for him to do so. Michael submits that the outstanding documents are within the scope of the undertaking and the Endorsement.

[21] Clearly, there is an ongoing obligation on a party to produce documents that come into that party's power, possession and control which relate to a matter in issue in the action that is not privileged. There is also an obligation on that party to serve a supplementary affidavit of documents, if that party discovers that the affidavit of documents which that party had previously delivered is incomplete: rule 30.07.

[22] The Pupi Defendants have not asserted that the documents requested by Michael are irrelevant. Furthermore, as previously noted, they state that some of the documents are, in fact, available and that Mr. Antoniu is looking for others. The

documents requested which post-date the Endorsement would form part of the undertaking to provide an accounting and, in my view, are within the nature and scope of what was contemplated in the Endorsement.

[23] Therefore, the Pupi Defendants shall produce the documents set out in paragraph 9 a. though l. of the Esposto Affidavit.

Bella

[24] Paragraph 11 of the Esposto affidavit sets out the additional documents requested by Michael with respect to Bella.

[25] Michael submits that it can be inferred from paragraph 15 of the Endorsement that a complete accounting from Bella was ordered. The said paragraph reads as follows,

“In correspondence, Mr. Antoniu says there were few details available before he took over in 2013. However, he indicated he could check to see what he had in addition to what was already provided. He must do so.”

[26] Michael also submits that the Stewart Affidavit states that these documents are available, and since there is an ongoing obligation to produce relevant documents, the Pupi Defendants should be ordered to produce them.

[27] The Pupi Defendants submit that they have complied with the Endorsement and that the request for documents after 2022 is new. They acknowledge that they have an ongoing disclosure obligation, but they have not had the opportunity to review these with counsel. Moreover, they submit that Michael is able to obtain the documents from Mr. Antoniu.

[28] It seems clear from the Endorsement that RSJ Sweeny found Mr. Antoniu to be the Defendants' accountant and that he ordered him to look for the documents on their behalf. It also clear that, in response to the Plaintiff's Motion, the Pupi Defendants are relying on Mr. Antoniu to determine the scope of available documents. The Pupi Defendants are, therefore, able to direct Mr. Antoniu to produce the documents and they should do so.

[29] Therefore, the Pupi Defendants shall produce the documents set out at paragraph 11 a. through d. of the Esposto Affidavit.

Brick-It

[30] Paragraph 12 of the Esposto Affidavit sets out the documents sought by Michael in respect of Brick-It.

[31] Once again, Michael relies on Greg's undertaking to provide a full accounting of the partnership and RSJ Sweeny's statements relating to that undertaking in the Endorsement.

[32] In response, the Pupi Defendants submit that the documents are available to Michael upon payment of Mr. Antoniu's invoice of approximately \$500. This invoice was referenced in the Endorsement, and RSJ Sweeny ordered each of Michael and Greg to pay half it. The Pupi Defendants also submit that Brick-It is a corporation controlled by Michael and that he can obtain the documents directly from Mr. Antoniu.

[33] In reply, Michael states that the said invoice has been paid and evidence of that payment is found at Exhibit "D" of the Joslin Affidavit. Furthermore, although Michael has not requested the documents from Mr. Antoniu, Greg is the one who directs what information Mr. Antoniu is to produce. He also referred to paragraph 17 of the Endorsement where, in reference to Purigan, Greg raised the substantially same argument, which RSJ Sweeny found to be untenable.

[34] In my view, the Pupi Defendants are in the position to obtain and produce the documents requested at paragraph 12 of the Esposto Affidavit, and they must do so.

Purigan

[35] In paragraph 17 of the Endorsement, RSJ Sweeny stated that the documents with respect to Purigan are relevant and must be produced. Michael submits that there are several such documents which have not been produced. They are set out in paragraph 13 of the Esposto Affidavit.

[36] The Pupi Defendants, once again, submit that they have provided the documents as set out in the Endorsement and that the documents sought are beyond its scope.

[37] Paragraph 34 of the Stewart Affidavit directly addresses paragraph 13 of the Esposto Affidavit. I note that, for the most part, the documents requested are available. The Pupi Defendants do not dispute their relevance. Yet, they have not produced them. Therefore, the Pupi Defendants are to produce them.

The Income Tax Returns of the Pupi Defendants

[38] Paragraph 20 of the Endorsement states:

“The amount that each Mike and Greg received from the partnership should be recorded in the T2125s received from the partnership. All that are available must be disclosed. If the T2125s are not available for any year, the income tax returns would be relevant and must be produced.”

[39] Paragraph 15 of the Esposto Affidavit seeks *“all personal income tax returns (T1 jackets and schedules) showing all reported income form 1982... and ongoing.”*

[40] The Pupi Defendants submit that paragraph 20 of the Endorsement does not apply to Anna. They also submit that this action relates to the partnership, of which Anna was not a part. They further submit that the T2125s are not available, but the rental income was recorded on T776 forms, which were provided. Therefore, they submit that the Endorsement has been complied with.

[41] It is clear from the Endorsement that Michael sought the income tax returns from both Pupi Defendants. Paragraph 20 of the Endorsement does not, however, specifically refer to Anna. I must, therefore, infer that, had RSJ Sweeny intended to include Anna, he would have specifically done so.

[42] The pleadings were not in any of the materials before me. Consequently, I am unable to review them to determine whether, on that basis, Anna's income tax returns are relevant to any issue in the action.

[43] Therefore, on the material before me, there is no basis to order the production of Anna's income tax returns. I am also unable to determine on the material before me whether the production of the T776 forms is a sufficient

substitute for the T2125 forms. The Stewart Affidavit clearly states that Greg is unable to produce the T2125 forms. RSJ Sweeny's states that, in such case, he is required to produce copies of his income tax returns. Therefore, Greg is to produce his income tax returns for the period set out at paragraph 15 a. of the Esposto Affidavit.

The Solicitors' Files

[44] At the hearing, counsel for the Pupi Defendants advised that he had responded to Michael's counsel with respect to making requests and producing copies of the remaining solicitors' files. Michael's counsel advised that he was content with that response, but he had not yet been able to confirm whether he is satisfied with the information provided. This issue was, therefore, not argued.

[45] If this issue remains unresolved, the parties may schedule a case conference before me to address it.

The Defendant's Motion

The Outstanding Undertakings

[46] In summary, the Pupi Defendants submit that Michael has not complied with Justice Milanetti's order. They have not, however, moved for relief based on the alleged breach of that order under rule 60.12. Instead, they seek the same order that has already been made by Justice Milanetti. In my view, this issue is *res judicata*. A further order compelling Michael to answer the undertakings that have already been ordered to be answered is unnecessary and improper.

[47] The Pupi Defendants may, however, move for relief under rule 60.12, with supporting materials and on proper notice, if they wish to do so.

The Lease Documents – 555 Seaman

[48] The evidence relating to this issue consists of just four brief paragraphs in the Stewart Affidavit. The affidavit states that this property was listed in the statement of claim as one which was allegedly purchased by the Pupi Defendants with funds from G & M, that "*it is our understanding that the Plaintiff entered into a lease agreement with a tenant at this Property*", that counsel for the Pupi Defendants made two written requests for the documents in September and October 2025, and that Michael's counsel responded in January 2025 stating that he did not have "*cogent*" instructions to respond to this issue.

[49] In my view, there is insufficient material before me to decide whether the requested documents are relevant and should be produced.

[50] Nevertheless, the Pupi Defendants are granted leave to move on this issue once again, with further material, if they so choose.

Additional Orders

[51] The Pupi Defendants shall produce the documents ordered as set out above within 30 days of the date of release of this endorsement.

[52] The parties are also directed to take out a formal order which accords with this endorsement. If the parties are unable to agree upon the form and content of the order, they may seek a case conference before me to settle the terms of the order.

Costs

[53] If the parties are unable to agree upon the costs of the motion and cross-motion, they may submit cost outlines and make written submissions, not to exceed 3 pages in length, within 7 days of the release of this endorsement.

Associate Justice J. Kriwetz

Released: June 16, 2026

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