

DATE: 20261006

SUPERIOR COURT OF JUSTICE

HEARD: July 30, 2026

- [1] The Defendant, Davide DeFrancesco (the “Defendant” or “DeFrancesco”), seeks to strike the Plaintiffs’ Statement of Claim in its entirety pursuant to Rule 15 of the *Rules of Civil Procedure* and discharge the *Mareva* injunction Order issued by Justice McCarthy on December 18, 2024 (the “*Mareva* Order”), pursuant to Rule 39.01(6). The Plaintiff, Lee Rossi (“Rossi”), did not obtain leave of the Court prior to commencing this Action to issue a derivative claim on behalf of Lincoln Gate Homes Inc. (“Lincoln”). Accordingly, the Defendant argues that the action has been brought without the requisite authority and should be struck.
- [2] The Defendant also submits that Rossi failed to disclose a number of material facts in obtaining the *Mareva* Order. Contrary to the position advanced by the Plaintiff, the Defendant submits that the Claim is nothing more than a commercial dispute between the two owners of the Company. The two litigants ought to be equally free to access their assets until trial.
- [3] In response, Rossi takes the position that pursuant to the corporate by-laws of Lincoln Gate Homes Inc., Rossi had the authority as President of the corporation to retain counsel and

institute proceedings on behalf of Lincoln Gate Homes Inc. If there is a finding that Rossi did not have the requisite corporate authority, Rossi has satisfied all the statutory and common law factors to permit this Court to grant leave to Rossi to issue a derivative claim on behalf of Lincoln Gate Homes Inc., *nunc pro tunc*, or alternatively, to amend the Claim and simply remove the corporate Plaintiff, Lincoln Gate Homes Inc., from the proceeding.

- [4] Having reviewed the matter, Rossi is granted leave to amend the Statement of Claim to remove the corporate Plaintiff and the claim can proceed on the same substantive basis against DeFrancesco with Rossi as the sole remaining Plaintiff.
- [5] While there is clearly an ongoing basis for the *Mareva* Order, I will hear further submissions regarding a reduction of the amount restrained and whether access should be granted to the restrained funds for legal fees.
- [6] The reasons for my decision are outlined below.

Summary of Facts

The Alleged Misappropriation of Funds

- [7] Rossi and DeFrancesco are both directors of Lincoln Gate Homes Inc. and 50/50 shareholders.
- [8] As the treasurer of Lincoln, DeFrancesco was responsible for overseeing the day-to-day financials.
- [9] Rossi uncovered irregularities including, but not limited to, DeFrancesco making payments to third parties unrelated to Lincoln, electronic transfers being made to DeFrancesco, DeFrancesco's wife, and other family members, and suspicious transactions associated with DeFrancesco's personal credit cards, from the period of 2020 to 2024.
- [10] According to Rossi, DeFrancesco was distributing regular dividends to himself in much greater proportion than his 50% entitlement would permit (to the detriment of Rossi) and using the corporation's funds to pay for personal expenses, including, but not limited to DeFrancesco's personal vehicle registered under the corporation and installing a pool at DeFrancesco's personal residence.
- [11] The exact amount of funds alleged to have been misappropriated to date is still being determined. Rossi alleges DeFrancesco misappropriated these funds from the Company's corporate accounts for his personal use.

Commencement of the Claim

- [12] Matthew Kersten ("Kersten") and Sutherland Law LLP, (collectively hereinafter the "Lawyers") were retained by Rossi and Lincoln Gate Homes Inc. (the "Company") to commence legal action against DeFrancesco for the recovery of money.

- [13] In or around August 2024, prior to commencing the claim, Rossi also discovered that DeFrancesco had listed his primary residence and only known significant asset for sale. Kersten prepared motion material to obtain a *Mareva* Injunction against DeFrancesco's assets to secure his home and his other accounts.
- [14] Rossi was a director of the Company, as well as the President of the Company. The Company's corporate By-Laws specifically authorized the President to manage all affairs of the Company, which includes the appointment of legal counsel. On this basis, Rossi authorized the Lawyers to commence legal proceedings on behalf of himself and the Company.
- [15] On November 14, 2024, Kersten issued a Statement of Claim and Notice of Motion seeking injunctive relief on behalf of Rossi and the Company. When finalizing the Statement of Claim and Notice of Motion seeking injunctive relief, Kersten did not seek leave to commence the action on behalf of the Company as a derivative action.
- [16] The Statement of Claim, among other relief, seeks "a declaration that that the Defendant have conducted themselves in a manner that is oppressive, unfairly prejudicial, or that unfairly disregards the Plaintiffs' interests, contrary to s.248 of the *OBCA*".
- [17] The Statement of Claim details the allegations of misappropriation of corporate funds against DeFrancesco as the basis for, among other relief, a declaration that DeFrancesco has acted oppressively towards Rossi.
- [18] After seeking an urgent date from the Newmarket Courthouse, Rossi was granted a hearing date for December 11, 2025. To ensure DeFrancesco could not sell his property in the intervening period a Caution was registered against title. This fact was referenced in the materials seeking the *Mareva* Order.
- [19] After two *ex parte* attendances, the Lawyers successfully obtained a *Mareva* Order from the Honourable Justice McCarthy dated December 18, 2024 ("McCarthy J. Order").
- [20] The Caution was later removed on consent after the *Mareva* Order was imposed preventing any sale.

The Lawyers Notify DeFrancesco of the Mareva Order

- [21] On December 20, 2024, the Lawyers emailed a Google Drive link containing the Motion Record of the Plaintiffs, the Affidavit of Andrea Morado sworn December 18, 2024, and the McCarthy J. Order to Counsel for DeFrancesco.
- [22] Upon service of the McCarthy J. Order and related materials, the Lawyers and Counsel for DeFrancesco exchanged correspondence setting out their respective positions with respect to the return of the *Mareva* Order and related interim issues.
- [23] On December 30, 2024, the Lawyers and Counsel for DeFrancesco exchanged further email correspondence. In the course of that correspondence, DeFrancesco's Counsel

advised that they intended to bring a motion to stay the action under Rule 15 of the *Rules of Civil Procedure*.

- [24] On January 3, 2025, Justice McCarthy issued an Order, on consent, granting access to ordinary living expenses and legal fees for Mr. DeFrancesco on an interim basis while the motions continued. The Court ordered the parties to “exchange their formal positions on the Rule 15.02(2) and (4) issues by January 10, 2025”.
- [25] The hearing of the Rule 15 motion and the return of the hearing to set aside the *Mareva* Order was delayed and ultimately scheduled to be heard in July of 2026.

Issues to be Determined

- [26] The issues to be determined on this motion are as follows:
- a. Should the *Mareva* Order be Discharged?
 - b. Did Rossi have valid corporate authority to commence this Action on behalf of the Company?
 - c. If not, should Rossi be granted leave, *nunc pro tunc*, to pursue a derivative claim against DeFrancesco?
 - d. Alternatively, should this Court grant Rossi leave to amend the Statement of Claim, on a without costs basis, to remove the Company as a Plaintiff?

Analysis

The *Mareva* Order

Should the *Mareva* Order have been granted?

- [27] Rule 40.01 of the Rules of Civil Procedure provides that an interlocutory injunction under s. 101 of the *Courts of Justice Act* may be obtained on a motion to a judge by a party to a proceeding or an intended proceeding.¹
- [28] Interim injunction orders are granted with a view to freezing and preserving the assets of parties to ensure that the assets are available for execution in satisfaction of any judgment adverse to the parties. While the general principle remains that a party to a proceeding may not obtain execution before judgment, the injunction doctrine under Rule 40.01 is a limited exception to this rule.²

¹ *Rules of Civil Procedure*, RRO 1990, Reg 194, Rule 40.01; *Courts of Justice Act*, RSO 1990, c.C43, ss.101(1)(2).

² *Chitel v. Rothbart* 1982 CanLII 1956 (ONCA), at paras. 30-32.

[29] To obtain an injunction, the moving party must establish that:³

1. it has a strong *prima facie* case;
2. there is a real and genuine risk that the defendant will put assets beyond the reach of creditors for the purpose of avoiding judgment;
3. the moving party will suffer irreparable harm; and
4. the balance of convenience favours the moving party.

[30] In addition to the general guidelines outlined in *RJR-MacDonald* to be considered on a motion for a *Mareva* injunction, the Court in *Sibley & Associates LP v. Ross*, 2011 ONSC 2951, outlined additional elements to be considered in granting an Order in the form of a *Mareva* injunction:⁴

- a. on a motion, make full and frank disclosure of all matters in its knowledge that are material for the Court to know;
- b. give particulars of the claim against the Defendant, stating the ground and amount of the claim, and fairly stating the points made against it by the Defendant;
- c. give some grounds for believing that the Defendant has assets in the jurisdiction;
- d. give some grounds for believing that there is a risk of the assets being removed or dissipated before the judgment is satisfied or why a *Mareva* injunction is necessary to prevent a fraud on the court or the adversary; and
- e. give an undertaking as to damages.

There is a Strong Prima Facie Case

[31] Based on the record filed, I am satisfied there is a strong *prima facie* case that the Defendant misappropriated funds from the Plaintiff having regard to the following facts:

- a. DeFrancesco took more than a 50% share from the profits;
- b. DeFrancesco had unrestricted access to Lincoln's corporate accounts;
- c. DeFrancesco used Lincoln's corporate funds to pay his personal credit cards, vehicle loan, miscellaneous expenses, and upgrades to his home;

³ *Ibid*, at para. 5; *Chitel v. Rothbart*, *supra* note 14, at para. 56; *RJR-MacDonald Inc. v Canada (Attorney General)*, 1994 CanLII 117 (SCR), at pp. 335-343.

⁴ *Sibley & Associates LP v. Ross*, 2011 ONSC 2951 (CanLII), at para 11.

- d. DeFrancesco used Lincoln's corporate funds to make transfers to family members, including his wife;
- e. Some of the cheques in the TD bank statements were issued by DeFrancesco to third parties that were not Lincoln's subcontractors;
- f. DeFrancesco had submitted personal receipts to Lincoln's bookkeeper for reimbursements, including, but not limited to, golf memberships fees, and restaurant and LCBO receipts;
- g. Lincoln's contractors/and or clients have attempted to contact DeFrancesco to obtain answers for payments and/or respect to projects, with no success; and
- h. DeFrancesco did not disclose to Lee that he was taking Lincoln's corporate funds for these uses and concealing same.

- [32] According to the Defendant, in late 2020, Lincoln Gate's operations expanded to include insurance restoration work (the "Insurance Division"). DeFrancesco and Rossi entered into the Agreement to split Lincoln Gate into two distinct divisions. Each partner would profit from their own division, and after the Marion Street Project was completed, the partners would go their separate ways.
- [33] According to the Defendant, this Agreement is the fundamental framework for understanding the transactions that Rossi characterizes as improper - monies taken out of the Insurance Division to reimburse DeFrancesco for his work is not evidence of "improper transfers" or "misappropriation" – they represent DeFrancesco's entitlement to the profits from his efforts per their Agreement.
- [34] The Defendant further submits that the only way to withdraw funds from Lincoln Gate was by way of a jointly-signed cheque by DeFrancesco and Rossi together.
- [35] I do not find the position advanced by the Defendant compelling. It is clear that Rossi and DeFrancesco were each 50% owners of the company. Rossi not only denies the existence of any such agreement to allow DeFrancesco to keep the profits from the Insurance Division but has advanced his claim on the basis that the funds were misappropriated.
- [36] A significant change in the profit-sharing arrangement would likely have been addressed formally, and not by way of an oral agreement.
- [37] In any event, the requirement to show a strong *prima facie* case does not go so far as to require the Plaintiffs to actually prove their case. If this were true, a trial would be superfluous, and the interim or interlocutory motion would move from being an examination of the strength of the case to an actual determination of the merits of the case.
- [38] Rather, the question of whether the Plaintiffs have shown a strong *prima facie* case means: if the court had to finally decide the matter on its merits, on the basis of the material before it, would the Plaintiffs likely succeed?

[39] I am satisfied that the threshold has been met.

There is a real and genuine risk that the Defendant will put assets beyond the reach of creditors for the purpose of avoiding judgment

[40] In this case, I am satisfied that there is a significant risk of dissipation.

[41] Despite the withdrawal of substantial funds from the company, the only known asset of the Defendant is his home. Prior to the *Mareva* being granted, the Defendant was making efforts to sell this asset.

[42] The law is well-established that the Court can infer from a party's deceitful conduct a sufficient risk of dissipation of assets and the party will thereby frustrate the enforcement of any judgment the moving party may ultimately obtain.⁵

[43] In *Sibley*, Justice Strathy explained the court may infer there is a risk of dissipation by considering "all the circumstances":⁶

It is not necessary to show that the defendant has bought an air ticket to Switzerland, has sold his house and has cleared out his bank accounts. It should be sufficient to show that all the circumstances, including the circumstances of the fraud itself, demonstrate a serious risk that the defendant will attempt to dissipate assets or put them beyond the reach of the plaintiff. [Emphasis added.]

[44] When considered in totality, these facts support that absent injunctive relief, there is a real and genuine risk that the Defendant will further dissipate asset(s) to frustrate potential judgment.

The Plaintiffs Will Suffer Irreparable Harm

[45] Without an injunction securing the Defendant's assets against which the Plaintiffs may collect, any judgment obtained by the Plaintiffs will be hollow as the Plaintiffs may not be left with any asset to recover the amount of the loss suffered.

[46] The law is clear that "irreparable harm" can be harm "which cannot be cured, usually because one party cannot collect damages from the other".⁷ Other than the secured assets, it is entirely unknown to the Plaintiffs what other funds remain available to the Defendant.

The Balance of Convenience Favours the Plaintiffs

⁵ *Sibley*, *supra* note 21, at para 63. See also *YMCA v. Burns*, 2022 ONSC 3548, at paras. 52 and 55; *Wallace v. Pristine Developments*, 2021 ONSC 2794, at para. 31; *Ghandahari v. Metwally*, 2018 ONSC 7704, at para. 17; *AstraZeneca Canada Inc. v Sadek et al*, 2018 ONSC 7429, at paras. 15-17.

⁶ *Sibley*, *supra* note 21, at para. 63, and *2092280 Ontario Inc. v. Voralto Group Inc.*, 2018 ONSC 2305, at para 22.

⁷ *RJR-MacDonald*, *supra* note 20, at para 64.

- [47] While there would be irreparable harm to the Plaintiffs if the relief sought is not granted, there would likely be comparatively little harm to the Defendant if the interim relief sought is granted.
- [48] The Plaintiffs have given an undertaking regarding damages. Provided that the amount for the *Mareva* is adjusted to allow the Defendant to continue earning income and counsel is provided access to some funds for legal fees, I am satisfied that the balance of convenience favors sustaining the Order.

Should the Mareva Order be Discharged for Non-Disclosure?

- [49] The Defendant maintains that a *Mareva* injunction is an extraordinary remedy and the manner in which it was procured in this case reveals material breaches of the duty to make full and frank disclosure on an *ex parte* motion.
- [50] Rule 39.01(6) provides that on motions made without notice, the moving party shall make full and fair disclosure of all material facts, and that failure to do so is in itself grounds for setting aside the Order.⁸
- [51] Where a party seeking *ex parte* relief fails to abide by the duty of full and frank disclosure, the defendant is entitled to have the injunction set aside – which is the price the plaintiff must pay for failure to live up to the duty imposed by the law, otherwise, the law would be powerless to protect the absent party.⁹
- [52] “Material facts” are those facts which must be drawn to the attention of the court and which may have affected the Court’s approach to the motion, made the decision doubtful or affected the outcome of the motion.¹⁰
- [53] The objective test as to whether full and fair disclosure was made turns on whether the omitted disclosure “might” have impacted the original granting of the Order.¹¹
- [54] All matters which are relevant to the “weighing operation” that a court must undertake in deciding whether to grant an *ex parte* order must be disclosed, including all material facts that may favour the defendant. A plaintiff cannot later assert that they did not believe a certain fact was relevant or material to justify a failure to disclose.¹²

⁸ This statutory obligation codifies the common law principle articulated by the Court of Appeal for Ontario in *Chitel et al v. Rothbart et al*, 1982 CanLII 1956 (Ont CA), that if there is less than full and accurate disclosure in a material way or a misleading of the Court on material facts, the Court will not exercise its discretion in favour of the Plaintiff and continue the injunction.

⁹ *Ibid*, at para. 29.

¹⁰ *Horrocks v. McConville*, 2021 ONSC 522, at para. 12.

¹¹ *Ibid*, at para 12.

¹² *Moses v. Metro Hardward and Maintenance Inc.*, 2020 ONSC 6684, at paras. 30-31.

- [55] The Defendant submits that the Plaintiff and his counsel failed to disclose the following material facts:
- (a) On December 3, 2024, Miller Thomson LLP, counsel for DeFrancesco, advised Matthew Kersten of Sutherland Law, counsel for the Plaintiffs, that DeFrancesco had retained Miller Thomson and requested Mr. Kersten and Sutherland Law to “provide reasonable notice before taking *any* steps that *may prejudice our client*”.
 - (b) The Plaintiff failed to highlight that a caution was already registered on title to DeFrancesco’s personal residence, 16 Hilltop Drive, Caledon (“16 Hilltop”) as PR4405599 dated November 27, 2024 (the “Caution”).
 - (c) The Plaintiff did not disclose the oral agreement by the parties entitling the Defendant to the profits from the Insurance Division.
 - (d) Rossi had access to all corporate documents and bank accounts as he was a 50% shareholder.
 - (e) Lee Rossi (“Rossi”) was misappropriating the assets of Lincoln Gate himself. Rossi registered a Vendor Take-Back Mortgage against 11A Marion Street in the amount of \$650,000 (the “VTB”), which is self-preferring and self-dealing.
- [56] In the circumstances here, I do not agree that there was a failure on the part of the Plaintiffs to disclose “material” facts that would have affected the outcome of the motion.
- [57] First of all, the Caution was adequately referenced in the motion materials. In any event, the *Mareva* Order was sought in relation to funds and assets beyond merely the Property.
- [58] While it may have been preferable to advise the reviewing justice that the Defendant was represented by counsel who asked to be informed of any steps being taken, I fail to see how that would make a difference here. The Plaintiff’s motion was clearly being brought *ex parte*. Advising DeFrancesco’s counsel of the *Mareva* motion would not make sense given the objective was to secure any remaining assets from dissipation.
- [59] With respect to the Defendant’s entitlement to the funds, the Plaintiff does not agree that there was any “oral agreement” that entitled the Defendant to the profits from the Insurance Division. Again, the entire basis for the alleged misappropriation of funds is that the funds were being diverted improperly without Rossi’s knowledge and consent.
- [60] Rossi has provided documentary support for the VTB, demonstrating that various amounts are owed to other parties related to financing the Marion project.
- [61] In contrast, the Defendant has nothing to support the assertion that there was an “oral” agreement that would entitle him to the entire profits from the Insurance Division.

Should The Entire Claim Be Discharged Because It Was Commenced With Valid Corporate Authority?

[62] Rule 15.02(4) and (5) of the *Rules of Civil Procedure* provide as follows:

(4) If a lawyer has commenced a proceeding without the authority of his or her client, the court may, on motion, stay or dismiss the proceeding and order the lawyer to pay the costs of the proceeding.

(5) If a proceeding is stayed under this rule, no further step may be taken without leave of the court.¹³

[63] Under the OBCA, the general rule is that a corporation itself is a proper party to commence litigation on its own behalf. In practice, the grant of this authority rests with the directors of the corporation, subject to each individual corporation's corporate governance and constating documents.¹⁴

[64] Further, Section 127(1) of the OBCA provides that:

Subject to the articles or by-laws, directors of a corporation may appoint from their number a managing director or a committee of directors and delegate to such managing director or committee any of the powers of the directors.¹⁵

[65] In this case, the Company's By-Law's specifically authorize the President to manage the general affairs of the corporation, as set out herein:

5.05 President – the board may from time to time appoint a president. The president shall be the chief operating officer of the Corporation and, if no managing director has been appointed, and subject to the authority of the board, shall have the general supervision of the business and affairs of the Corporation and he or she shall have such other powers and duties as the board may specify. During the absence or disability of the managing director, or if no managing director has been appointed, the president shall also have the powers and the duties of that office.

[66] The Officer's Register of the Corporation indicates that Rossi was appointed as the President of the Company as of March 11, 2018.

[67] On the basis of the office held by Rossi, I am satisfied that Rossi would have the authority to appoint and instruct counsel on behalf of the Corporation.

[68] In any event, even if Rossi was not entitled to authorize the Company to commence the action, the Court may grant leave for Rossi to commence a derivative claim on behalf of the Company pursuant to s. 246 of the OBCA.

¹³ *Rules of Civil Procedure*, RRO 1990, Reg 194, s 15.02

¹⁴ *Business Corporations Act*, RSO 1990, c B.16, s 115

¹⁵ *Business Corporations Act*, RSO 1990, c B.16, s 127

- [69] Or alternatively, as Rossi has made a claim against DeFrancesco for oppression under s. 248 of the OBCA, the Court can simply grant leave to Rossi to amend the Statement of Claim to remove the Company as a plaintiff altogether. The claim will substantively remain the same without the necessity of addressing the status of the corporate plaintiff.¹⁶
- [70] Given that the Company is no longer a going concern, in my view, the Corporate Plaintiff should be removed as a party altogether. As no additional costs have been incurred, I will permit the Plaintiff to amend the Claim to remove the Company as plaintiff on a without costs basis and the claim can proceed against DeFrancesco on the existing facts and allegations already pleaded.

Should the Mareva Order be varied?

- [71] The Defendant also seeks that the amount prescribed in the *Mareva* be reduced, and that the Defendant be provided access to funds for the purposes of paying outstanding legal fees.
- [72] If the Defendant is not granted access to the funds, the Defendant will be without representation as there is a substantial amount of legal fees which remain outstanding.
- [73] A party seeking to vary a *Mareva* injunction has the onus of proving that they have no assets, other than those frozen, available for legal fees or living expenses. A requirement of meeting this onus is that they must be candid about their ability to obtain funds from various sources: *HMQ v. Madan*, 2020 ONSC 8093, at paras. 16 and 17; *Waxman v. Waxman*, 2007 ONCA 326 (CanLII), at para. 38.
- [74] In *Canadian Imperial Bank of Commerce v. Credit Valley Institute of Business and Technology*, [2003] O.J. No. 40 (S.C.J.), Justice Molloy summarized the applicable test at para. 26 as follows:
- (i) Has the defendant established on the evidence that he has no other assets available to pay his expenses other than those frozen by the injunction?
 - (ii) If so, has the defendant shown on the evidence that there are assets caught by the injunction that are from a source other than the plaintiff, *i.e.* assets that are subject to a *Mareva* injunction, but not a proprietary claim?
 - (iii) The defendant is entitled to the use of non-proprietary assets frozen by the *Mareva* injunction to pay his reasonable living expenses, debts and legal costs. Those assets must be exhausted before the defendant is entitled to look to the assets subject to the proprietary claim.

¹⁶ *Malata Group (HK) Limited v. Jung*, 2008 ONCA 111 (CanLII), at para. 26; *C.I. Covington Fund Inc. v. White*, 2000 CanLII 22676 (ON SC), [2000] O.J. No. 4589 (S.C.J.), at para. 41.

- (iv) If the defendant has met the previous three tests and still requires funds for legitimate living expenses and to fund his defence, the court must balance the competing interests of the plaintiff in not permitting the defendant to use the plaintiff's money for his own purposes and of the defendant in ensuring that he has a proper opportunity to present his defence before assets in his name are removed from him without a trial. In weighing the interests of the parties, it is relevant for the court to consider the strength of the plaintiff's case, as well as the extent to which the defendant has put forward an arguable case to rebut the plaintiff's claim.
- [75] Subject to the current exceptions for current living expenses, the current *Mareva* Order prevents the Defendant from:
- Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of his assets wherever situated worldwide up to a value of \$2,550,194.88
- [76] Clearly, this amount far exceeds the amount which remains in dispute between the parties.
- [77] In the circumstances here, I will hear from the parties as to whether or not the terms of the *Mareva* should be varied to permit access for legal fees, and to allow the upper limit to be varied to properly reflect the actual amount remaining in dispute so that the Defendant can continue with employment.
- [78] The parties can arrange a date to appear before me to address these issues with the Trial Coordinator.
- [79] I will accept costs submissions from the Plaintiff within 3 weeks of the release of this decision. The Defendant will have 2 weeks thereafter to respond.

Justice C.F. de Sa

Released: October 6, 2026

CITATION: Lincoln Gate Homes Inc. v. DeFrancesco, 2026 ONSC 5606

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

LINCOLN GATE HOMES INC. and LEE ROSSI

Plaintiffs

– and –

DAVIDE DEFRANCESCO

Defendant

REASONS FOR DECISION

Justice C.F. de Sa

Released: October 6, 2026