

CITATION: Zurich Insurance Company Ltd. v. Aquino, 2025 ONSC 4123
COURT FILE NO.: CV-19-00620068-0000
DATE: 20250717

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
ZURICH INSURANCE COMPANY LTD.) *Kim Ferreira and Matthew Bradley, for the*
) *Plaintiff/ Moving Party*
)
Plaintiff)
- and -)
)
JOHN AQUINO) *S. Michael Citak and Christopher Junior, for*
) *the Defendant/ Responding Party*
)
)
)
)
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HEARD: April 22, 2025

L. BROWNSTONE J.

Introduction

[1] The defendant, John Aquino, was a director of Bondfield Construction Company Limited (“Bondfield”), a general contractor on various bonded and non-bonded construction projects. While a director, Mr. Aquino gave an unlimited personal guarantee guaranteeing Bondfield’s obligation under a credit facility agreement with Bridging Finance Inc. (“Bridging”).

[2] Bondfield defaulted on its credit agreement with Bridging on October 1, 2018. Bridging demanded payment from both Bondfield and Mr. Aquino. In 2021, PricewaterhouseCoopers was appointed receiver of Bridging’s assets, undertakings, and property. PwC granted, and the court approved, an assignment of this action to Zurich Insurance Company Ltd. (“Zurich”).

[3] Zurich moves for summary judgment on its claim to enforce Mr. Aquino’s personal guarantee. Mr. Aquino argues that the motion is not suitable for summary judgment. In the alternative, he argues that he has substantive defences to the claim and the guarantee against him is unenforceable.

Is the matter suitable for summary judgment?

[4] Under r. 20.04 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the court shall grant summary judgment if it is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence, or if the parties agree to have all or part of the claim determined by summary judgment and the court is satisfied that it is appropriate to grant it. Rules 20.04(2.1) and (2.2) provide the court with expanded fact-finding powers to make this determination.

[5] In accordance with *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87, at para. 57, in order to be appropriate for summary judgment, the evidence before the court must be such that a judge is confident that she can fairly resolve the dispute.

[6] The court must first determine if there is a genuine issue requiring trial based only on the evidence before it, without using the extended fact-finding powers in r. 20.04. There is no genuine issue requiring trial if the evidence allows the court to fairly and justly adjudicate the dispute through this proportionate procedure: *Hryniak*, at para. 66.

[7] If there appears to be a genuine issue requiring a trial, the court must determine if the need for a trial can be avoided by using the powers in rr. 20.04(2.1) and (2.2). These powers may be used if it would not be against the interests of justice to do so: *Hryniak*, at para. 66.

[8] The moving party bears the evidentiary burden of showing there is no genuine issue requiring a trial. Parties are required to put their best foot forward: *Canada (Attorney General) v. Lameman*, 2008 SCC 14, [2008] 1 S.C.R. 372, at para. 11.

[9] Mr. Aquino argues that summary judgment is not suitable on three bases. First, the matter is too complex to be factually determined on a paper record. Zurich's motion records alone are 3,000 pages long. The guarantees relate to complex proceedings involving numerous creditors that cannot be untangled in summary fashion. Second, Zurich has failed to produce material documents. The record before the court, although extensive, is therefore incomplete. Third, Mr. Aquino argues that Zurich is seeking partial summary judgment, since Mr. Aquino has third-party claims that will remain to be adjudicated. Partial summary judgment is unwarranted in the circumstances of this case.

[10] I disagree with these arguments.

[11] While it is true that the record before the court is lengthy and the chronology related to Bondfield's insolvency complex, the facts as they relate to the guarantee are straightforward. Mr. Aquino argues that Zurich and others have materially increased Mr. Aquino's risk under the guarantee. I will deal with this argument in substance below. For purposes of the question of whether the complexity militates against summary judgment, it is sufficient to say that I was able to find the facts related to this argument on the materials before me, as explained below.

[12] This case is not like *2383431 Ontario Inc. v Rose of Sharon (Ontario) Retirement Community et al.*, 2017 ONSC 2351, on which Mr. Aquino relies for the proposition that complex guarantee enforcement should not be determined by way of summary judgment or partial summary judgment. In that case, Akbarali J. determined that the matter before her was a complex, multi-

issue case. She disagreed with the plaintiff's assertion that the case was a simple guarantee enforcement proceeding. Rather, Akbarali J. found that she was left with questions regarding the factual matrix that raised serious questions about the validity and scope of the guarantee. She found she was unable to determine those questions on the record before her. Justice Akbarali had questions about the relationship between the parties to the principal transaction, which was directly relevant to the guarantors' defence. Further, summary judgment in that case would have required Akbarali J. to interpret part of a guarantee and not dispose of all the issues raised in the action. The evidentiary record before her was insufficient for her to make necessary findings of fact that bore directly on the defences to the enforceability of the guarantee.

[13] That is not the case here. I find that the facts Mr. Aquino raises in an effort to demonstrate the guarantee is complicated are tangential issues. They do not affect the enforceability or the scope of the guarantee, as they did in the case before Akbarali J. On the contrary, I am able to make findings of fact relevant to the enforceability of the guarantee and its scope based on the record before me.

[14] Relatedly, Mr. Aquino argued strenuously that Zurich failed to provide complete answers to undertakings from cross-examinations and failed to take steps to secure the production of material documents. He asks the court to : i) compel Zurich to answer its undertakings and refusals, including those that require production of these documents; ii) draw an adverse inference against Zurich for its failure to respond appropriately and produce the documents; or iii) conclude that the matter is not suitable for summary judgment because all relevant documents are not available.

[15] Mr. Aquino argues that Zurich's refusal to produce unredacted versions of reports, including the fourteenth report of Bridging's receiver and its underlying documents, is fatal to Zurich's claim for summary judgment. He argues that these documents would have been relevant to the amounts Bridging has received and will receive in the future, which is directly relevant to the amount owing under his guarantee.

[16] Mr. Aquino relies on *Bank of Montreal v. Negin*, (1996), 31 O.R. (3d) 321 (C.A.), where the Court of Appeal stated:

Important evidence is often only in the possession of the party moving for summary judgment. If the responding party were denied the opportunity of reviewing relevant documents in the possession of an opposing party before examination on affidavits to be used on a motion for summary judgment, he would be deprived of information to which he is entitled under the Rules of Civil Procedure. In addition, it would mean that on a motion for summary judgment the responding party is not entitled to know the full evidence on which the opposing party bases its case.

[17] The problem with this argument is twofold. First, this is not a case in which a party has unilaterally redacted documents. Rather, the receiver's report and other documents Mr. Aquino seeks have been sealed by court order in the commercial list proceedings. Mr. Aquino has made no attempt to obtain any of the documents. He did not seek an order permitting him to access the

documents for this proceeding, which has been ongoing since 2019. Mr. Aquino could have taken steps to obtain what he thought were necessary documents at any time in these proceedings. He has not done so. It is not Zurich's responsibility to do that work for him.

[18] A year before this motion was heard, Zurich produced an affidavit of documents of over 5000 documents. At Mr. Aquino's request, Zurich agreed to various extensions of time in the schedule so that Mr. Aquino could review those documents. Mr. Aquino has known since April 2024, when Zurich produced its affidavit of documents, that Zurich was of the view that it was not at liberty to produce the documents, as they had been ordered sealed by the court. Mr. Aquino took no steps then, or at any time, to obtain the documents for himself. The only thing he did was seek the documents from Zurich at examinations that took place some ten months after the affidavit of documents was produced. Unsurprisingly, Zurich provided the same response at examinations as it had provided when asked to produce the unredacted documents ten months earlier. Mr. Aquino's attempt to lay this at Zurich's feet and paint it as Zurich's failure to produce documents must fail. They are not Zurich's documents to produce. One would have thought that, given his position that the documents are critical to his defence, Mr. Aquino would have made some effort to obtain them.

[19] Second, Mr. Aquino speculates that the redacted documents will reveal some sort of nefarious activities on the part of Bondfield, Bridging, and various creditors. These documents have been prepared by court-appointed officers and have been approved by the court. Mr. Aquino never sought to challenge them in any way. It is perhaps an understatement to say that they are highly unlikely to be hiding misconduct.

[20] Mr. Aquino also states that he seeks the unredacted documents because he suspects Zurich is focusing on enforcing his guarantee to the exclusion of those of his father Ralph or his brother Steven. Zurich acknowledges that for a time, there were forbearance agreements with Steven and Ralph. Ralph's limited guarantee has been satisfied; the forbearance agreement with both men came to an end. Regardless of the existence of these agreements, Mr. Aquino's argument misses the essential fact that the terms of his guarantee permit Zurich to proceed only against him should it wish to do so. Thus, even if the sought-after documents indicate what Mr. Aquino suspects they do in this regard, it has no bearing on his defence.

[21] Accordingly, I am satisfied that it is not unfair to Mr. Aquino to determine the motion without him having access to the documents. I am also satisfied that I am in a position to decide the motion without those documents.

[22] I also reject Mr. Aquino's third argument that Zurich improperly seeks partial summary judgment, given Mr. Aquino's third-party claim that he says must be adjudicated together with Zurich's main claim at trial.

[23] In considering whether to grant partial summary judgment, the court should consider whether there is a risk of duplicative or inconsistent findings at trial and whether partial summary judgment makes sense in the context of the litigation as whole, considering the factors of delay, expense, judicial economy, and the adequacy of the record: *Butera v. Chown, Cairns LLP*, 2017

ONCA 783, 137 O.R. (3d) 561 at paras. 28-33. The party seeking partial summary judgment should demonstrate that dividing the determination of the case into several parts will prove cheaper for the parties, the case will get in and out of the court system more quickly, and will not result in inconsistent findings: *Malik v. Attia*, 2020 ONCA 787, 29 R.P.R. (6th) 215, at para. 62. Partial summary judgment is rarely appropriate.

[24] Here, Zurich moves on a personal guarantee. If it succeeds in obtaining judgment on that guarantee, Mr. Aquino is still able to continue his claim against the third parties for contribution and indemnity. Indeed, whether there is a need for contribution and indemnity depends on the first finding of whether the guarantee is enforceable. Determining that issue first permits Zurich to be released from the litigation. There is no risk of inconsistent findings given that the third-party claim is one that seeks only contribution and indemnity. There has been no movement on the third-party claim. It remains at the pleadings stage. The delay and expense of requiring Zurich to wait for that claim to move forward also favours partial summary judgment in this case.

[25] In sum, I am confident that I am able to find the facts on the materials before me, and that I am able to fairly and justly adjudicate this dispute using this proportionate procedure. I find that there is no risk of inconsistent findings with the third-party claim, and that the factors of delay and expense favour proceeding by way of summary judgment motion on the main action only. I find that the summary judgment procedure is appropriate for this case.

Issue two: Is the guarantee enforceable?

[26] Zurich provided a detailed chronology of events, which Mr. Aquino agrees is accurate. I refer here only to the parties and transactions most directly relevant to this motion.

[27] Bridging extended two credit facilities to Bondfield in July 2017 after Bondfield's previous primary lender, National Bank, refused to increase Bondfield's credit facilities. The credit facilities had a combined value of \$80,000,000 comprising two demand loans - a non-revolving demand loan up to \$60,000,000 and a revolving demand loan in the amount of \$20,000,000. Bondfield was required to repay the loans on the earlier of their maturity date of July 24, 2018, or on demand.

[28] Mr. Aquino signed the credit agreement on Bondfield's behalf on July 24, 2017. The same day, Bondfield granted security in various forms to Bridging and, among other guarantees, Mr. Aquino signed an unlimited personal guarantee to Bridging. In addition to the guarantees, Bridging received a first priority security interest and general security agreement on Bondfield's and related entities' assets. This included a first priority charge over a number of properties owned by Formacon, a related entity.

[29] Paragraph 3 of Mr. Aquino's guarantee provides, among other things, as follows:

- a. Mr. Aquino unconditionally and irrevocably guarantees payment and performance of all of the guaranteed obligations;

- b. The creditors are not required to exhaust recourse against Bondfield or others, or any security or other guarantees they may hold;
- c. Mr. Aquino's obligation to pay arises forthwith after demand;
- d. The guarantee is in addition to, not substitution for, any other guarantees or securities, and no loss of or in respect of or unenforceability of any other guarantees or other securities, regardless of fault, lessens the liability under the guarantee; and
- e. The creditors have wide powers to vary the terms of the guaranteed obligations, and wide powers to seek to realize on the loans by other methods, without affecting the enforceability of the guarantee.

[30] Further, paragraph 4 of the guarantee provides the creditors with broad powers to take and give up security, grant releases and discharges, and deal with the Bondfield and other debtors, sureties, and security as they see fit without affecting Mr. Aquino's liability under the guarantee. Paragraph 5 provides that the guarantee is a continuing security for a current or running account. Paragraph 6 of the guarantee permits Bridging's assignment of rights and does not require the guarantor's consent.

[31] On July 25, 2017, Osler, Hoskin & Harcourt LLP, who had been retained by Bondfield to assist it in locating new financing, gave a legal opinion to Bridging confirming that all documents, including the guarantees, were duly executed and enforceable.

[32] Bondfield drew down the entirety of the loans.

[33] In the spring of 2018, Bondfield failed to pay its trades, subcontractors, and suppliers, who made demands on the bonds. The project owners also made demands on the bonds. Zurich was the provider of Bondfield's surety bonding.

[34] On July 10, 2018, Mr. Aquino, on behalf of Bondfield, agreed with Bridging to extend the maturity date for the loans to October 22, 2018. On October 1, 2018, Bridging delivered demands to Bondfield and Mr. Aquino. In October 2018, Bondfield terminated Mr. Aquino's employment.

[35] Efforts were made to realize on Bridging's security. Many negotiations and arrangements were made involving Bridging, Zurich, and other corporate and personal entities involved in Bondfield's enterprises and security. Zurich and Bridging entered into an intercreditor agreement to capture their competing interests on the bonded and non-bonded projects. Zurich, Bridging, Bondfield and others entered into a restructuring agreement for Bondfield. Bridging moved to appoint a receiver over Formacon.

[36] In January 2019, Ernst & Young was appointed as monitor of Bondfield. The monitor made a number of decisions that were approved by the court. Mr. Aquino did not challenge any of the monitor's actions, appeal the orders granted in the CCAA proceedings, or challenge the court approval of the monitor's conduct.

[37] The Ontario Securities Commission investigated Bridging and found several irregularities. However, it did not challenge or question the validity of the loans or the guarantee at issue in this action.

[38] On November 18, 2018, Bridging and Zurich entered into an intercreditor agreement to capture their respective rights on bonded and non-bonded projects. The same day, Zurich, Bridging, Bondfield and others entered into a restructuring agreement. A further demand was made on Mr. Aquino's guarantee in May 2019. On May 15, 2019, Bridging started this action to enforce the guarantee.

[39] In April 2021, at the Ontario Securities Commission's request, PwC was appointed as Bridging's receiver and manager. On October 22, 2022, the court granted an order approving the assignment of this action by PwC to Zurich. On December 13, 2022, Zurich obtained an order allowing it to continue the action in its name.

[40] Mr. Aquino raised several defences in his statement of defence and factum. His statement of defence, for example, pleads that the assignments of Bridging's rights under the guarantee at various times (Zurich was not the first assignee) were improper because Bridging did not have Bondfield's and the guarantors' consent. Mr. Aquino did not pursue this argument in his factum or oral argument. As noted above, the terms of the guarantee permitted assignment and did not require Mr. Aquino's consent.

[41] Mr. Aquino relies on *Bank of Montreal v. Javed*, 2016 ONCA 49, , 344 O.A.C. 237, in support of his argument that he has other valid defences to the guarantee. In *Javed*, the Court of Appeal stated:

[20] A guarantee is a contract, and the ordinary principles of contract law apply to a creditor's breach. Consequently, only the most serious misconduct on the part of the creditor will discharge a guarantee. Some examples from the cases include: a creditor acting in bad faith toward the surety; the creditor concealing material information at the inception of the guarantee; where the creditor causes or connives the default of the principal debtor; or where there is a variation in the terms of the contract between the creditor and the principal debtor of a type that would prejudice the interests of the surety [Citations omitted].

[42] While Mr. Aquino submitted in written argument that the creditors caused or connived Bondfield's default, he acknowledged in oral argument that his case rests on the final type of misconduct set out above. That is, Mr. Aquino argues that Bridging and Zurich's conduct has the effect of discharging or reducing his liability on his guarantee in two fundamental ways. First, he argues that the creditors have impaired the value of the other security held, to his prejudice, entitling him to at least a reduction in the sum he owes congruent with the amount of the prejudice. Second, he argues that Bridging and Zurich's conduct changed Bridging's priority interests over the Bondfield assets, resulting in a materially different risk to him as guarantor, thereby materially changing the terms of his guarantee. I will deal with these arguments in order.

[43] Mr. Aquino argues that at the time he entered into the guarantee, the loan amounts he guaranteed were fully collateralized by Bridging's first priority registered security interests described above. Mr. Aquino argues that there is a 2018 Field Report that supports his assertion that the loans were fully collateralized and access to the guarantees was unnecessary. He criticizes how Bondfield was run once he was fired, and criticizes the receivers' and monitors' efforts to realize upon Bondfield's security. Mr. Aquino complains that he was shut out of all decision-making at the time agreements, including the intercreditor and restructuring agreements, were entered into.

[44] Mr. Aquino's arguments ignore three important facts. First, he was "shut out of all information and decision making" because in October 2018 Bondfield terminated his employment for cause for "not acting in the best interest of the company." Steven Aquino described the reasons for John Aquino's termination in part as follows:

Q... [A]re you able to tell us what John Aquino did that rendered the termination necessary?

A... [O]rchestrated an \$80 million fraud of the business that created the cash issues that led to the insolvency, threatened staff and employees, hid the embezzlement from our creditors, banks, anyone that could have potentially stopped it or lessened the damage of it. Got us into an \$80 million loan that we had no ability to pay, at a ten percent interest rate that then kicked up in the event of a default, which we are now in, as opposed to restructuring the company at that point in time, which probably would have led to his fraud being discovered, which is why he didn't want to do that.

[45] Second, the Field Report on which Mr. Aquino relies to show that Bondfield had sufficient assets in June 2018 is clearly unreliable. As Steven Aquino testified:

A. [The Field Report] was based on accounting information that was proven to be incorrect. So, it is really hard to claim these numbers are true. The report you just showed me failed to mention the millions of dollars of CRA debt that John was concealing from the auditor. So, again, you know, you can say that these numbers were true. They ultimately proved to be false.

Q. When was it proven to be false?

A. Ever since the monitor has been involved.

[46] In addition, the Supreme Court of Canada has recently described Mr. Aquino's actions as having stolen tens of millions of dollars from two construction companies, including Bondfield, through false invoicing schemes: *Aquino v. Bondfield Construction Co.*, 2024 SCC 31. The Court stated at para. 5:

... I also see no basis to interfere with the findings of the application judge, affirmed by the Court of Appeal, that the record contains many *indicia* or badges of fraud showing that Mr. Aquino misled stakeholders as to the companies' true financial condition, reduced the funds available to pay long-term creditors, and increased the companies' debts.

[47] Mr. Aquino asks this court to prefer his statement that there were sufficient assets to cover the debt over court-approved monitor reports that obviously indicate otherwise. I do not accept this invitation. I am bolstered in this conclusion by the fact that Mr. Aquino sought and received permission to examine the monitor and receiver on this motion, yet chose not to do so.

[48] Third, all actions of the receiver and the monitors to realize upon the assets of Bondfield and Formacon have been approved by the court, without complaint from Mr. Aquino. It is simply a bald allegation to suggest they have acted improvidently.

[49] Turning to his second argument, Mr. Aquino argues that Bridging impaired its security, renounced its priority security interest, and entered into forbearance agreements with Steven Aquino and Ralph Aquino, as did Zurich. Mr. Aquino argues this impairment prejudiced him as guarantor and releases him from his obligations under the guarantee.

[50] Mr. Aquino relies on *Collum v. Bank of Montreal*, 2004 BCCA 358, 29 B.C.L.R. (4th) 18. That case is of no assistance to him for the following reasons. First, the case specifically articulates that it is considering standards of disclosure required in the case of an "accommodation surety", a guarantee provided by a stranger to the business being guaranteed. That was not Mr. Aquino at the time he provided the guarantee. Second, and more importantly, *Collum* considers whether a second accommodation guarantee was vitiated by the bank's failure to disclose changes to the debtor corporation's financial arrangements with the bank. The first guarantee allowed the bank to make changes to its security without the guarantor's consent. That guarantee was replaced with one that doubled the guarantor's exposure. Prior to the execution of the second guarantee, the bank did not disclose that it was now foreclosed from asserting a first priority on other assets, putting the guarantor at significantly greater jeopardy.

[51] Here, Mr. Aquino signed a guarantee that permitted the creditor to change his position. Unlike in *Collum*, the creditor did not secretly increase Mr. Aquino's risk before asking him to sign a replacement guarantee in a higher amount. Mr. Aquino, a sophisticated businessperson, contracted out of all the complaints he now seeks to raise.

[52] Zurich also points out that the change to Bridging's priority was always possible. If Zurich, as provider of Bondfield's surety bonding, had to enforce its security, it would move into first position. This was not a new fact. It was known to all at the time Mr. Aquino executed his guarantee. It does not constitute a "materially different risk" of the kind contemplated by *Pax Management Ltd. v. Canadian Imperial Bank of Commerce*, [1992] 2 S.C.R. 998, also relied on by Mr. Aquino. It does not involve a change to or breach of the principal contract.

[53] Mr. Aquino, with the benefit of legal advice, signed a guarantee that allowed Bridging to take all the actions that it did. That is, Bridging was entitled to pursue only Mr. Aquino, and not the other guarantors. It was entitled to realize on Bondfield's assets as it saw fit, without affecting the enforceability of the guarantee.

[54] Mr. Aquino does not deny the fundamental facts. He provided the unlimited guarantee, which was necessary for Bondfield to secure financing. Bridging advanced the funds under the credit facility to Bondfield. The funds advanced were repayable on demand. Bondfield defaulted on its obligations on October 1, 2018. Bridging demanded payment of the loans and payment under Mr. Aquino's guarantee. A significant portion of the funds has not been repaid and remains owing. Although Mr. Aquino argues that there have been times in the proceedings when the creditors have not agreed on the amount owing, he acknowledges that is no longer the case.

[55] Mr. Aquino repeatedly chose to gamble. He gambled that he would not be terminated from Bondfield. He chose not to try to participate in the receiver proceedings because he gambled that there would be sufficient assets to repay Bondfield's debts so that Bridging/ Zurich would not need to enforce the guarantee. Rather than make any effort to obtain court-sealed documents that he says would have helped him, he gambled that he could successfully argue that Zurich provided an insufficient record and could not obtain summary judgment on the guarantee.

[56] Mr. Aquino was entitled to take these gambles. Unfortunately for him, none have succeeded. While he raises concerns about the conduct of the creditors, I find that none of the concerns raised indicates improper conduct, and certainly nothing that would discharge his obligations under his guarantee. Mr. Aquino raises the specter of an agreement among creditors and fellow guarantors to focus the creditor's recovery efforts on him. However, the guarantee is clear that even if this is true, they are entitled to do so. Certainly, from the time that Mr. Aquino was fired from Bondfield in the fall of 2018, he should have known that Bondfield and its creditors would seek to recover losses from him. They saw him as the source of many of the problems that Bondfield was facing. In any event, he had signed a guarantee of very broad proportions. He was a sophisticated businessperson. He knew that they could seek to enforce that guarantee if they chose to do so. And they chose to do so.

[57] I do not accept that any of his asserted defences raises a genuine issue requiring a trial. I find that while the facts surrounding the Bondfield insolvency are complex, those surrounding the guarantee are not. The facts I have found above were clearly evident on the record before me and sufficient to dispose of the motion.

Disposition

[58] Zurich's motion is granted. Judgment against Mr. Aquino shall issue in the amount of \$40,848,467.60 in principal plus \$27,809,670.78 in pre-judgment interest as of the motion date of April 22, 2025. Counsel may provide a draft order with the daily prejudgment interest of \$30,931.39 added to the calculation to the date of this decision. Thereafter, post-judgment interest at the same contracted rate will accrue.

[59] The parties are encouraged to agree on costs. Should they be unable to do so, Zurich may provide costs submissions of no more than three pages double-spaced, along with any offers to settle, within 7 days. Mr. Aquino shall have 7 days to respond, with the same page limits. There shall be no reply submissions. These submissions may be sent to my judicial assistant at linda.bunoza@ontario.ca.

L. Brownstone J.

Released: July 17, 2025

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ZURICH INSURANCE COMPANY LTD.

Plaintiff

– and –

JOHN AQUINO

Defendant

REASONS FOR JUDGMENT

L. Brownstone J.

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