

COURT OF APPEAL FOR ONTARIO

CITATION: Jaymat Limited v. Trichilo, 2025 ONCA 900

DATE: 20251223

DOCKET: COA-25-CV-0405

Trotter, Copeland and Gomery JJ.A.

BETWEEN

Jaymat Limited

Plaintiff (Respondent)

and

Gianluca Joseph Trichilo, also known as Pino Trichilo also known as
Joseph Trichilo, Pino Trichilo operating as Vivo Pizza and Pasta and Vivo Pizza
Pasta Franchising Inc.

Defendants (Appellants)

Lucas E. Lung, for the appellants

Kevin Sherkin and Mark A. De Sanctis, for the respondent

Heard: December 11, 2025

On appeal from the judgment of Justice Colin P. Stevenson of the Superior Court
of Justice, dated February 14, 2025, with reasons reported at 2025 ONSC 1038.

REASONS FOR DECISION

[1] The appellants appeal a summary judgment award in the amount of
\$2,100,000, plus interest. At the conclusion of the hearing, we dismissed the
appeal with reasons to follow.

[2] The dispute arises from the financial dealings of Arthur Artuso, the principal of Jaymat Limited (“Jaymat”), and Joseph Trichilo. Their dealings culminated in the execution of a promissory note on October 22, 2021.

[3] Mr. Artuso and Mr. Trichilo had been friends. Between 2018 and 2019, Mr. Artuso, through Jaymat, advanced large sums of money to Mr. Trichilo and the companies he created to run his restaurants. This included a \$500,000 bridge financing loan that enabled Mr. Trichilo to purchase a house in Florida. Only \$15,000 of the funds advanced have been repaid.

[4] On October 18, 2021, Mr. Trichilo signed a sworn statement in which he confirmed that the monies advanced by Jaymat were loans. On October 22, 2021, he signed a promissory note, in the amount of \$2,100,000. The motion judge found that he signed on his own behalf, and on behalf of the corporate appellant. The appellants defaulted and Jaymat sued on the promissory note.

[5] Mr. Trichilo acknowledged that the bridge financing loan and another personal loan in the amount of \$33,000 are owed to Jaymat. However, he maintained that the rest of the advances were investments in his restaurant business. Mr. Trichilo claimed that he was “tricked” into assuming personal liability for the debt under the promissory note, a claim rejected by the motion judge. The motion judge found that the promissory note was enforceable against both

appellants (less \$35,000, an amount that was not specifically pleaded in the amended Statement of Claim).

[6] The appellants submit that the judgment resulted from procedural unfairness because the motion judge decided the case on the basis of a theory that was not advanced by any of the parties in their pleadings, evidence, or submissions. This theory concerns how the parties characterized the nature of the advances prior to the execution of the promissory note. The motion judge made the following findings:

It is clear that the inchoate nature of the advances was left up in the air for many months, and indeed years, after the monies were advanced.

Nothing turns therefore on Artuso's proposition that the advances were always intended to be loans. The evidence is clear that the parties did not initially agree on the legal basis on which the monies had been advanced. Artuso and Trichilo were both content with that ambiguous situation while they were still friends and the business storm clouds had not yet formed. [Emphasis added.]

[7] We do not accept the appellants' submission. While the primary positions of Mr. Artuso and Mr. Trichilo were diametrically opposed, the historical record reflected equivocation on the part of both of them as to how the advances should be characterized. In its factum at first instance, Jaymat acknowledged that, to the extent there was confusion as to how to classify the advances, it was resolved by the signing of the sworn statement and the promissory note. In the same vein, the

Statement of Defence acknowledged that, at the time the monies were advanced, it had not been decided whether the monies advanced would be in the form of loans or investments. Thus, the motion judge's description of the situation as "ambiguous" was a fair assessment of the conflicting evidence on the historical characterization of the advances leading up to the execution of the promissory note. The motion judge was not required to simply choose between conflicting versions of events.

[8] The appellants also submit that the motion judge's finding on this issue cannot be supported by the evidentiary record. They point to email exchanges and other documentary evidence that they say proves Mr. Artuso considered himself Mr. Trichilo's partner and considered the advances equity loans. We do not accept this submission. Similar to the previous ground of appeal, it was open to the motion judge to find that the pre-promissory note arrangements between the two men were fluid and unclear.

[9] Lastly, the appellants submit that the promissory note was unenforceable because they did not receive valuable consideration upon executing this document. As fairly acknowledged by the appellants, the success of this ground of appeal is largely dependent on succeeding on the previous grounds of appeal. In any event, we see no error in the motion judge's resolution of this issue. The motion judge applied the rebuttable presumption that every signatory to a promissory note receives valuable consideration. He found that this was not rebutted by the

appellants. The consideration in this case was constituted by “an antecedent debt or liability” on the part of both appellants (see the *Bills of Exchange Act*, R.S.C. 1985, c. B-4, s. 52(1)(b)). The motion judge found that the forbearance of immediately enforcing the debt, combined with the forgiveness of \$110,000 in interest as it related to the bridge loan, was sufficient consideration. This factual finding was available to the motion judge on the record and is entitled to deference on appeal.

[10] The appeal is dismissed. The respondent is entitled to costs in the amount of \$22,000, inclusive of taxes and disbursements.¹

“Gary Trotter J.A.”
“J. Copeland J.A.”
“S. Gomery J.A.”

¹ This amount reflects a previous costs order in the amount of \$15,000 made in the appellants’ favour: 2025 ONCA 854.