

**TAB 4**

Court File No.: 05-145/15

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
ESTATES LIST**

**IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased**

**GAIL MacDONALD**

**Applicant**

**- and -**

**VIOLET COOPER**

**Respondent**

**JONATHAN COOPERMAN OF  
A. FARBER & PARTNERS INC.**

**SECOND REPORT OF THE  
ESTATE TRUSTEE DURING LITIGATION  
(October 14, 2015 to May 11, 2016)**

**MAY 11, 2016**

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**INTRODUCTION**

1. This report is filed by Jonathan Cooperman of A. Farber & Partners Inc. (“**Farber**”), in his capacity as estate trustee during litigation (the “**Trustee**”) under sections 28 and 29 of the *Estates Act*, R.S.O. 1990, c. E. 21, of all property and assets of the estate, including all proceeds thereof (the “**Property**”) of Paul Zigomanis (“**Paul**” or the “**Deceased**” and collectively, the “**Estate**”).

2. By an Order of the Honourable Justice Conway dated October 14, 2015 (the “**Appointment Order**”) Jonathan Cooperman of Farber was appointed the Trustee of the Estate. The Appointment Order is attached as **Appendix “A”**.
3. A Certificate of Appointment dated December 3, 2015 was provided by the Court and is attached as **Appendix “B”**.
4. On March 7, 2016, the Trustee filed its first report (the “**First Report**”) with this Court in support of the Trustee’s motion to obtain court approval of its proposed method of service and notice period for service of the notice of motion for the relief being sought herein. A copy of the First Report, without appendices, is attached as **Appendix “C”**.
5. On March 9, 2016 the Honourable Justice Penny issued an order (the “**Service Approval Order**”) approving the process for service recommended by the Trustee in the First Report. A copy of the Service Approval Order is attached as **Appendix “D”**.

#### **PURPOSES OF THIS REPORT**

6. The purposes of this Report (the “**Second Report**”) are to:
  - a) report to the Court on the Trustee’s activities since his appointment on October 14, 2015;
  - b) provide support for an order as requested by the Trustee, *inter alia*:
    - (i) recognizing that the real property municipally known as 3356 Brimley Road, Scarborough, Ontario (“**Brimley**”) was owned for the beneficial interest of the Deceased and directing applicable parties to legally transfer title of Brimley into the name of the Trustee on behalf of the Deceased with an effective date of January 1, 2015;

- (ii) approving this Second Report and the activities of the Trustee for the period from October 14, 2015 to May 11, 2016, the particulars of which are set out herein; and
- (iii) such other relief as this Honourable Court deems just.

## **BACKGROUND**

7. On April 20, 2015, the Deceased was killed when the home that he was living in exploded (the “**Explosion**”). The home was located at 3356 Brimley Road in Scarborough, Ontario (“**Brimley**”). The ownership of Brimley and status of legal title thereof is explained in more detail below.
8. An aerial photograph of the scene at Brimley after the Explosion on April 20 is attached as **Appendix “E”**. The Explosion was widely reported in the Toronto media.
9. The Explosion of Brimley completely destroyed the two-storey home and caused extensive damage to a number of surrounding homes.
10. The Deceased did not have a spouse or any children. The Deceased is survived by his two sisters, Gail MacDonald (“**Gail**”) and Violet Cooper (“**Violet**”), whom are also his closest living relatives and the Applicant and Respondent, respectively, to these proceedings.
11. The Deceased died intestate. The Trustee is advised that under the circumstances, Gail and Violet are the beneficiaries of the Estate.
12. The Deceased was predeceased by his parents, John and Mary Zigomanis (“**John and Mary**”), who passed away on December 31, 2014 and on March 23, 2013, respectively. Gail is the trustee of the estate of John (“**John’s Estate**”).
13. The Deceased was one of the named beneficiaries of his parents’ estates in which he has a one-third interest.

14. Gail and Violet had a strained relationship with the Deceased. In the fall of 2013 the Deceased was charged with threatening death and assaulting his two sisters. The charges were still before the courts when Paul died.
15. The Trustee has become aware that the Deceased had sought legal counsel from six different lawyers on various matters prior to his death, as follows:
  - a) Alexander Procope (“**Mr. Procope**”): matters involving the Deceased’s interest in his parents’ estate;
  - b) Jordan Weisz (“**Mr. Weisz**”): criminal defense lawyer for the assault charges;
  - c) Brendan Pooran (“**Mr. Pooran**”): potentially to represent the Deceased on real estate matters involving the transfer of Brimley;
  - d) William (Bill) Tsapralis (“**Mr. Tsapralis**”): counsel to the Deceased’s parents and the lawyer who attended to the transfer of title to Brimley from the Deceased to his parents in 1996;
  - e) David Smith (“**Mr. Smith**”): counsel who represented the Deceased for a period of time after his mother’s death to deal with a power of attorney matter in respect of his father’s failing health; and
  - f) Lawrence Geffen (“**Mr. Geffen**”): counsel briefly retained by the Deceased in 2013 to deal with the offer by Gail and Violet to transfer Brimley to the Deceased.

#### **ACTIVITIES OF THE TRUSTEE**

16. Upon the Trustee’s appointment, the Trustee attended at Brimley on October 16, 2015 to observe its current state. The site had been cleared of debris, the foundation removed and the basement had been infilled. Brimley is currently a vacant lot.

17. The Trustee arranged for security fencing to be erected around the lot at Brimley to deter general public access, parking and dumping. The Trustee engaged a property manager to conduct bi-weekly site visits and submit reports to the Trustee.
18. The Trustee arranged for liability insurance coverage on Brimley.
19. The Trustee contacted the following public officeholders and agencies to make them aware of the Trustee's appointment and to make inquiries into the investigation that ensued after the Explosion:
  - Toronto Police Services (“**TPS**”);
  - Office of the Fire Marshal of Ontario (“**FMO**”); and
  - Office of the Chief Coroner of Ontario (“**OCC**”).

At the time of the Trustee's appointment, none of these parties had finalized their investigations.

20. On October 28, 2015, the Trustee sent an email to notify TPS of its appointment and initiate discussion. A copy of the email is attached as **Appendix “F”**.
21. On October 30, 2015, November 17, 2015 and December 15, 2015, the Trustee and its legal counsel sent letters to the FMO in order to request a copy of the Fire Marshal's Report (the “**FMO Report**”) and request that:
  - a) evidence in the possession of the FMO not be released to any other party without the Trustee's prior written consent;
  - b) no copies of the FMO Report be released, except as may be required by law, without the Trustee's prior written consent; and
  - c) any enquiries of a private nature involving Paul and his affairs be directed to the Trustee's office.

Copies of the letters to the FMO are attached as **Appendix “G”**.

22. On November 13, 2015, the Trustee sent a letter of notification to the OCC. A copy of the letter is attached as **Appendix “H”**.
23. At the time of writing this Second Report, the Trustee had received copies of the reports of FMO and OCC, discussed later in this Report. However, TPS had not yet provided their investigative reports and files to the Trustee for review.
24. The Trustee first spoke with one of the investigating detectives of TPS on November 2, 2015 and had an initial discussion about the involvement and informal findings of TPS to date. After several subsequent written requests by the Trustee to meet with TPS personnel to review TPS’s investigation files in respect of the Deceased and the Explosion, on March 21, 2016 TPS eventually directed the Trustee to apply under the Freedom of Information and Protection of Privacy Act (“**FIPPA**”) to obtain access to TPS’s investigation files. The Trustee has filed such an application with TPS to access information under FIPPA. Subsequently, the Trustee received a letter from TPS dated April 22, 2016 advising that “Paul Zigomanis is currently still being investigated” and that TPS was precluded from “the dissemination of any information prior to the conclusion of a police investigation.” The Trustee is considering further what other steps might be appropriate to gain access to information and documents from TPS which the Trustee believes might be extremely useful to the Trustee’s court-appointed mandate “to conduct an investigation with respect to the Deceased, the Estate and the Property...”.
25. The Trustee also wrote to each of the following to request any information that they may have about Paul:
  - a) Six lawyers, namely Mr. Procope, Mr. Pooran, Mr. Weisz, Mr. Tsparalis, Mr. Smith and Mr. Geffen, that Paul was known to have dealings with and requested copies of their files for further investigation. The Trustee has spoken to or corresponded with each of the six lawyers about the affairs of the Deceased:

- (i) Mr. Procope: Mr. Procope provided the Trustee with copies of his files. Included in Mr. Procope's files were references to the other counsel; Mr. Pooran, Mr. Weisz and Mr. Tsparalis. Mr. Procope had been retained by Paul to address Paul's interest in the estate of his parents. Mr. Procope was specifically in the process of negotiating minutes of settlement with Gail and Violet that would have seen title to Brimley transferred back to Paul.
- (ii) Mr. Pooran: Mr. Procope had recommended Paul to Mr. Pooran, a real estate lawyer, to deal with the transfer of Brimley. Mr. Pooran had not been formally retained by Paul at the time of the Explosion and thus did not have any files nor information to provide to the Trustee.
- (iii) Mr. Weisz: Paul retained Mr. Weisz to represent him in respect of the criminal charges brought against him regarding death threats and the assault on Gail and Violet. The Trustee spoke with Mr. Weisz who advised that Paul did not speak to him about any matters outside of the criminal charges, such as estate issues. Mr. Weisz did provide a copy of his file to the Trustee to review but it did not yield any information relevant to the Trustee's mandate. Mr. Weisz informed the Trustee that he was in possession of the Crown Attorney's disclosure which contained personal information of the victims which he was bound to not disclose without the written approval of the Crown. The Trustee did not see a need to obtain the disclosure document.
- (iv) Mr. Tsparalis: Mr. Tsapralis dealt with the transfer of Brimley from Paul to his parents in 1996. In 1998, Mr. Tsapralis sold his law practice and retired. The Trustee has sought to meet with Mr. Tsapralis to discuss the transfer of Brimley. However, Mr. Tsapralis has advised that he does not know the whereabouts of his legal files that he sold in 1998 nor does he recollect any special

reasons as to why Paul would have transferred Brimley to his parents for nominal consideration in 1996.

- (v) Mr. Smith: On April 27, 2016, the Trustee was advised by Gail and Violet that Paul retained Mr. Smith of the firm Hull & Hull LLP to deal with the power of attorney regarding their father, John, whose health was failing. Gail, Violet and Paul were all named on the power of attorney and, according to Gail and Violet, there were difficulties in getting agreement from Paul which would allow for the transfer of John to a long term health care facility. The Trustee wrote to Mr. Smith on April 27, 2016. Mr. Smith recently replied that he had very little information.
  - (vi) Mr. Geffen: According to Gail's affidavit sworn on May 9, 2016, Paul retained Mr. Geffen in 2013 to deal with the offer by Gail and Violet to transfer Brimley to Paul. Mr. Geffen later advised Gail that he was no longer retained. The Trustee wrote to Mr. Geffen but has not yet received a response.
- b) Seven financial institutions to enquire of any dealings they may have had with Paul. Two of the financial institutions have provided the Trustee with banking information of the Deceased and remitted the balance of funds in bank accounts to the Trustee, as discussed below. The other five institutions advised the Trustee that they had no dealings with the Deceased; and
- c) Canada Revenue Agency (“CRA”) to request copies of Paul's last five years of personal tax returns. CRA has provided the Trustee with the last five annual personal income tax returns filed by Paul, namely 2007 to 2011. The Trustee will file returns for 2012 through to the date of Paul's death on April 20, 2015. The five years of tax returns received indicate that Paul's only source of income was social assistance payments.



26. The Trustee notified Canada Post of his appointment and initiated a mail redirection to have Paul's mail sent to the Trustee's offices. On January 14, 2016, the Trustee received a batch of mail from Canada Post that had been accumulating since Paul's death. Relevant mail included correspondence from CRA in respect of personal income tax and H.S.T. tax credits, credit card statements, and a letter from a lawyer, Mazo Chowbay, acting on Paul's behalf in a slip and fall incident at a Toronto area hospital.
27. The Trustee contacted Jack Burke-Gaffney of Mazo Chowbay and obtained a copy of the statement of claim filed by Paul against the hospital (the "**Hospital Claim**"). The Hospital Claim is in the amount of \$1,000,000. Mr. Burke-Gaffney advised that an initial offer of settlement of the Hospital Claim had been offered by the hospital's insurer but that through the passage of time, the hospital closed its file and the offer has lapsed. The Trustee is currently assessing the merits of the Hospital Claim and will deal with the matter in consultation with counsel.
28. On April 27, 2016, the Trustee was advised that Paul was a member of a pension plan through the union associated with a previous employer. According to a Member Pension Statement, the account value of the pension as at December 31, 2015 was \$96,120.98. The Trustee wrote to the Pension Plan administrator on May 10, 2016. Copies of the Trustee's letter and the Pension Plan Statement are attached as **Appendix "I"**.

#### **ASSETS OF THE ESTATE**

29. The Trustee has identified the following as assets of the Estate:
  - A one-third interest in the estates of John and Mary, valued at approximately \$500,000;
  - Cash in bank accounts at Royal Bank of Canada (\$6,143.78) and TD Canada Trust (\$1,066.61), obtained by the Trustee;

- Registered Retirement Savings Plan administered by Royal Bank of Canada, liquidated and paid to the Trustee (\$38,519.11);
  - Potential settlement of the Hospital Claim;
  - Balance of fee retainer held by Mr. Procope in the amount of \$1,358.21, which has been paid to the Trustee; and
  - Pension plan (account value as at December 31, 2015 of \$96,120.98).
30. The Trustee has identified the following potential assets of the Estate, dependent on the outcome of the pending Motion before the Court:
- The real property at Brimley, as a vacant lot. The Trustee obtained a verbal appraisal from a real estate agent that the lot may be worth \$430,000 to \$440,000; and
  - Insurance proceeds from the destruction of Brimley, discussed below.

### **3356 BRIMLEY ROAD, SCARBOROUGH**

31. As previously stated, the two-storey home formerly located at Brimley was completely destroyed in a natural gas explosion on April 20, 2015.
32. According to land registry documents, Brimley was purchased on December 31, 1990 by John and Mary for \$270,000.
33. On May 17, 1991, title to Brimley was transferred to the Deceased for “natural love and affection”.
34. On August 1, 1996, Paul transferred title to Brimley from himself to John and Mary for \$2. Copies of the transfer documents are attached as **Appendix “J”**.
35. At the time of the Explosion, legal title to Brimley was registered in the names of John and Mary. Copies of the Parcel Register and Parcel Map for Brimley are attached as **Appendix “K”**.

36. The Trustee has conducted an investigation to determine the real beneficial ownership of Brimley.
37. As part of its investigations, the Trustee has taken the following steps:
  - a) Met and interviewed Gail and Violet on April 27, 2016;
  - b) Reviewed the affidavits of Gail and Violet;
  - c) Reviewed the parcel register with title history to Brimley;
  - d) Had discussions with Tsapralis, counsel involved with the transfer of Brimley; and
  - e) Reviewed the legal files of Mr. Procope.
38. It is the Trustee's understanding that Paul was the sole occupant for the entire twenty-four years he lived at Brimley, with no evidence to the contrary.
39. Gail and Violet have advised the Trustee that the purpose of transferring title of Brimley to John and Mary in 1996 was to create a trust for Paul as he was having substance abuse problems at the time, with a history of drug use. It was John and Mary's intent to protect Brimley on Paul's behalf until he was fit to control ownership once again. Although no formal trust documents were ever signed, it was always understood by Gail, Violet, Paul, and John and Mary that Paul was the true beneficial owner of Brimley and that Brimley was held in trust for Paul by John and Mary.
40. Mary died on March 23, 2013. Shortly thereafter, Gail and Violet, who were managing John's financial affairs, wrote a letter to Paul seeking to transfer Brimley to Paul effective immediately, stipulating that Paul was to be entirely responsible for all of its associated expenses. A copy of the letter dated May 8, 2013 is attached as **Appendix "L"**. The transfer did not occur following the May 8, 2013 letter and was not completed prior to John's death.

41. John died on December 31, 2014. John's will named Gail as his estate trustee and divided the residue of his estate among his three children equally. A copy of John's will is attached as **Appendix "M"**. The will does not contain provisions to specifically address Brimley. Notwithstanding, in her capacity as estate trustee of John's Estate, Gail began the process of transferring the title of Brimley to Paul.
42. Paul retained a lawyer, Mr. Procope of Swadron Associates, to prepare minutes of settlement to effect the transfer of Brimley. The Trustee has since discussed this matter with Mr. Procope and, as indicated previously, received all of Mr. Procope's files relevant to Paul (the "**Procope Files**").
43. Included in the Procope Files are Mr. Procope's intake notes from his first meeting with Paul on April 6, 2015. The following is relevant information taken from Mr. Procope's notes:
  - In November 1989, Monarch developers purchased land from John and his two partners; in lieu of John's 1/3 interest in the land Monarch built a home on the lot for John. This home is Brimley.
  - "made deal with Monarch to construct a house in his name to avoid capital gains tax".
  - "Bill [Tsapralis] remembers transfer of property in 1996". Paul "was going into business for himself as Ziggy Mechanical Commercial HVAC".
  - [Paul suffered] "accident being electrocuted in 1996; additional medical problems in 1997 (coma for 11 days); started getting OW [Ontario Works] in 1997 or 1998; was running out of money".
  - "insolvency lawyer suggested transferring house to father; wasn't defeating creditors; did it to keep the company; spoke about transferring it [Brimley] back but there was no event to trigger this".

- “Bill [Tsapralis] already spoke to sisters [Gail and Violet] about the Brimley property”.
  - “renting room in basement in Brimley property \$500 per month”.
  - “paid rent because ODSP [Ontario Disability Support Program] paying something for it”.
  - “made all payments on Brimley property; has records of various payments he made on those bills (because he owned it)”.
  - Paul “has tribunal matter at landlord-tenant; water fixed, no hot water; fixing other things; maintaining property; repayment for things that he fixed”.
44. Mr. Procope wrote to Paul on April 8, 2015 summarizing their April 6 meeting, including his comments on whether Brimley was being held in trust for Paul. Mr. Procope also provided Paul with draft minutes of settlement proposed by Mr. Procope which would effect an agreement between Paul and his sisters including, *inter alia*, the transfer of Brimley to Paul. Copies of Mr. Procope’s April 8, 2015 letter to Paul and the draft minutes of settlement are attached as **Appendices “N” and “O”**, respectively.
45. On April 8, 2015, Angela Casey of the law firm de Vries Litigation, counsel to Gail as estate trustee of John’s Estate, wrote to Mr. Procope setting out the intent of both Gail and Violet to transfer Brimley to Paul. A copy of the letter from Ms. Casey to Mr. Procope is attached as **Appendix “P”**.
46. Before the minutes of settlement could be signed or transfer could be effected, Paul was killed in the Explosion.
47. A copy of this Second Report has been provided in draft to Gail and Violet for their review and to confirm the Trustee’s understanding of the facts outlined in the Report relevant to Brimley to the extent that they had knowledge.

48. Although there is room for interpretation, the Trustee has concluded, based on the totality of all of the available information and evidence, that Brimley was held and was always meant to be held for the benefit of Paul by John and Mary, and that from the time of the initial transfer to Paul on May 17, 1991, Paul was the true beneficial owner of Brimley throughout the period until his death. Accordingly, to give proper effect to this beneficial ownership, legal title should be transferred, *nunc pro tunc*, to the Trustee (on Paul's behalf) to the day immediately following John's death, which would be January 1, 2015. The Trustee is therefore bringing this motion on the basis that Brimley ought to be part of the Estate.

### **THE EXPLOSION AND AVIVA**

49. Aviva Canada Inc. ("**Aviva**") was the insurer of Brimley. The Trustee has had numerous discussions with Aviva. The named insureds on the insurance policy that was in force at the time of the Explosion (the "**Aviva Policy**") were John and Mary. The Trustee determined that the policy premium for the period March 27, 2015 to March 27, 2016 was paid directly from a bank account in John's name. A copy of the Aviva Policy declarations is attached as **Appendix "Q"**.
50. Aviva retained the investigation firm Origin & Cause ("**O&C**") to conduct an independent investigation into the cause of the Explosion. A copy of O&C's report (the "**O&C Report**") was provided to the Trustee, a copy of which is attached as **Appendix "R"**.
51. The O&C Report determined the origin of the explosion was a vapour fueled explosion within the house at Brimley. As found on page 10 of the O&C Report, in the opinion of O&C, the cause was determined to be the deliberate act to disconnect the natural gas supply line to the natural gas fueled hot water tank, resulting in natural gas escaping the delivery system and being ignited by an ignition source within the home. As indicated therein, the O&C Report was finalized before O&C received a copy of the FMO Report.

52. As a result of the O&C Report, Aviva concluded it was not obligated to pay the full amounts otherwise payable under the Aviva Policy. Aviva's position is that it will only pay out  $66\frac{2}{3}$  percent of the total loss that would otherwise be payable to the homeowner in respect of property insurance (contents and dwelling coverages), thereby only paying the amounts that the two surviving family members (being Gail and Violet) would be entitled to as beneficiaries of John's Estate. The remaining  $33\frac{1}{3}$  percent in respect of Paul was denied due to Paul's alleged purposeful act. Aviva cited that it would recognize the beneficial interest of Gail and Violet in John's Estate in accordance with provisions in the Family Law Act. Aviva stated that it would not be paying on the \$1,000,000 comprehensive liability portion of the Aviva Policy. A copy of an email from Prosper Benchetrit of Aviva is attached as **Appendix "S"**.
53. The maximum contents coverage per the insurance policy was \$560,400.
54. The maximum dwelling building coverage per the insurance policy was \$700,300. Aviva has determined the replacement cost of Brimley to be \$529,359.
55. Aviva stated that any settlement of the insurance coverage would be affected by:
- (i) a 25% depreciation reduction for materials;
  - (ii) an offset for Aviva's expenses to deal with the property such as are described below; and
  - (iii) an apportionment of amounts payable to Gail and Violet as opposed to the apportionment denied with respect to Paul.
56. Included with the O&C Report was an invoice from CDT International (the "**CDT Invoice**") totaling \$114,934. CDT International was retained and instructed by Aviva to conduct work relating to demolition and debris removal services at Brimley after the Explosion. Aviva states that it paid the CDT Invoice in full.
57. Included in the CDT Invoice were storage fees of \$4,396 regarding Paul's vehicle, a 1990 Buick Regal (the "**Buick**") that was found in the garage at Brimley. Shortly

after the Explosion the Buick was removed from Brimley at the request of the Fire Marshal and transported to a storage compound in Stoney Creek, Ontario. The Buick was not insured and it was significantly damaged in the Explosion. Accrued storage charges to December 31, 2015 were \$6,350 plus H.S.T. As the Buick was only worth scrap value, the Trustee released any and all interest in the Buick to CDT International. A copy of the letter dated February 9, 2016, addressed to CDT International is attached as **Appendix “T”**.

58. Since Paul is not a named insured on the Aviva Policy and since title to Brimley is in the name of John and Mary, the Trustee is not currently in a position to accept or reject Aviva's offers or otherwise deal with the insurance and is awaiting the outcome of the within motion before taking further action. Issues regarding insurance, including the validity of the O&C Report, will be addressed after the determination of the ownership of Brimley.

#### **THE FMO REPORT**

59. The Trustee was informed that the final draft of the FMO Report was released to TPS and OCC in December to obtain their respective approvals before the FMO Report could be finalized. The Trustee received a copy of the FMO Report by letter dated February 10, 2016. The FMO Report concluded that the Explosion was fueled by natural gas. Specifically, the natural gas union that formed part of the supply piping to the hot water heater was separated at some point in time prior to the Explosion and that this was caused by direct human intervention. There is, however, no time connection or reason associated between these two events (being the separation and the Explosion). The separation allowed for natural gas to flow into the interior of the Brimley House. A copy of the FMO Report is attached **Appendix “U”**.
60. Aviva concluded because of the O&C Report that Paul deliberately caused the Explosion. Attached as **Appendix “S”** is a copy of an email from Aviva dated January 4, 2016 where Aviva concludes “a deliberately set act by the occupant of the home, Mr. Paul Zigomanis”. On the other hand, while the FMO Report states



that the Explosion was caused by the problems outlined above, the FMO Report does not attribute the Explosion itself to an intentional deliberate act to cause an explosion or to any individual.

61. The Trustee will consider the validity of the FMO Report after the issue regarding the ownership of Brimley has been resolved.

#### **THE CORONER'S REPORT**

62. On February 5, 2016, the Trustee received a copy of the Coroner's Investigation Statement, Post Mortem Examination Report and Toxicology Report (collectively the "**OCC Report**") from Dr. Roger Skinner, Regional Supervising Coroner of the Central Region of the OCC, confirming that Paul was killed due to explosion related injuries. A copy of the OCC Report is attached as **Appendix "V"**.
63. The Trustee was advised by the OCC that the OCC was the lead investigative body in respect of the Explosion given that there was a fatality involved.
64. The OCC Report further states that the Coroner considered both accident and suicide and concluded that the manner of death is undetermined.
65. In the covering letter that accompanied the OCC Report, Dr. Skinner requested that the Trustee contact him if the Trustee believed that any information documented in the OCC Report was factually incorrect. On March 23, 2106, the Trustee wrote to Dr. Skinner to advise that he had reasons to believe that the OCC Report does contain factual inaccuracies, to be outlined in due course as the Trustee completes his investigations.

#### **LIABILITY CLAIMS AND SERVICE OF THE TRUSTEE'S MOTION**

66. The Explosion caused extensive damage to a number of surrounding homes. Litigation arising from the other homeowners who suffered damages from the Explosion will likely ensue. To date, Aviva has been put on notice in respect of seven (7) claims.

67. Given that John and Mary are title holders to Brimley and they are also the named policy holders on Aviva's property insurance, notwithstanding that it is the Trustee's position that Paul's Estate is the beneficial owner of Brimley, the Trustee anticipates that John's Estate will be named as a defendant in lawsuits by the homeowners who suffered damages.
68. The Trustee anticipates that Paul's Estate will also be a named defendant because:
- (i) Paul was the sole occupant of Brimley;
  - (ii) Aviva determined (via the O&C Report) that the explosion was a result of a deliberate act to disconnect the natural gas supply line to the natural gas fuelled hot water tank; and
  - (iii) the Trustee's position that Paul was the true beneficial owner of Brimley.
69. The Trustee recognized that identifying potential stakeholders and claimants in the Estate would be challenging. Accordingly, the Trustee issued his First Report to Court in support of the Service Approval Order. The Service Approval Order included approval of the proposed process to identify stakeholders and the method for serving the motion record in respect of the relief sought herein.
70. Attached as **Appendix "W"** is a schedule listing likely creditors and potential claimants in the Estate. The listing is comprised of:
- regular creditors of Paul; and
  - claimants in respect of the Explosion of which the Trustee is currently aware.

The information for the above listing came from:

- redirected mail;
- parties who have contacted Aviva; and

- parties who have contacted the FMO.
71. Attached as **Appendix “X”** is a schedule that lists parties that neither the Trustee, nor Aviva, nor the FMO have heard from, but who the Trustee determined might have suffered a loss and who should receive notice of the motion before this Court in accordance with the Service Approval Order.
  72. The Trustee will be serving the relevant parties on Appendices “W” and “X” with the Notice of Motion according to the Service Approval Order.

### **TRUSTEE’S STATEMENT OF RECEIPTS AND DISBURSEMENTS**

73. Attached as **Appendix “Y”** is the Trustee’s Statement of Receipts and Disbursements for the period from October 14, 2015 to May 11, 2016. As indicated therein, the Trustee presently has \$44,515.70 in his trust account.
74. The Trustee has been provided with retainer payments which total \$130,000 from John’s Estate, currently considered to be advances against Paul’s eventual share of that estate.
75. The professional fees of the Trustee and its counsel, Bennett Jones, have not been paid. The Trustee will apply to Court at a future date regarding these fees.

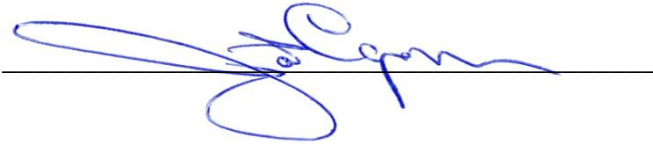
### **RECOMMENDATIONS**

76. The Trustee respectfully requests that this Honourable Court issue an Order:
  - a) recognizing that Brimley was owned for the beneficial interest of the Deceased and directing applicable parties to legally transfer title of Brimley into the name of the Trustee on behalf of the Deceased with an effective date of January 1, 2015;
  - b) approving this Second Report and the activities of the Trustee for the period from October 14, 2015 to May 11, 2016, as reported herein; and

c) such other relief as this Honourable Court deems just.

All of which is respectfully submitted this 11<sup>th</sup> day of May, 2016.

**JONATHAN COOPERMAN OF A. FARBER & PARTNERS INC.  
IN HIS CAPACITY AS ESTATE TRUSTEE DURING LITIGATION OF  
THE ESTATE OF PAUL ZIGOMANIS, DECEASED**

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to read 'Jonathan Cooperman'.

# APPENDIX A

Court File No.:05-145/15

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased**

THE HONOURABLE ) WEDNESDAY, THE 14TH DAY  
JUSTICE *CONWAY* ) OF OCTOBER, 2015

**GAIL MacDONALD**

**Applicant**

- and -

**VIOLET COOPER**

**Respondent**

APPLICATION UNDER sections 28 and 29 of the *Estates Act*, R.S.O. 1990, c. E. 21

**ORDER**

**THIS APPLICATION**, made by the Applicant for an order appointing an estate trustee during litigation was heard this day at 330 University Avenue.

**ON READING** the Application Record of Gail MacDonald, including the September 9, 2015 affidavit of Gail MacDonald, the consents of Gail MacDonald and Violet Cooper, and the consent of Jonathan Cooperman of A. Farber & Partners Inc., and hearing the submissions of the lawyer for Gail MacDonald,

1. **THIS COURT ORDERS** that Jonathan Cooperman of A. Farber & Partners Inc. is appointed as estate trustee during litigation (the "**Trustee**"), without security, of all property and assets of the estate, including all proceeds thereof (the "**Property**"), of Paul Zigomanis (the "**Deceased**"), (collectively, the "**Estate**").

2. **THIS COURT ORDERS** that all of the Property shall be vested in the Trustee from the date of this order.
3. **THIS COURT ORDERS** that the Trustee be authorized to exercise those powers given by law to an estate trustee during litigation, including such powers under the *Estates Act*, R.S.O. 1990 c. E.21 as amended, but for the distribution of the assets of the Estate without further court order.
4. **THIS COURT ORDERS** that a Certificate of Appointment of Estate Trustee during Litigation be issued to the Trustee, subject only to the filing of the necessary supporting application, which application is to be expedited by the court office.
5. **THIS COURT ORDERS** that any requirement that the Trustee post a bond as security be and is hereby waived.
6. **THIS COURT ORDERS** that the Trustee shall have leave to move for further directions as may appear advisable or necessary.
7. **THIS COURT ORDERS** that subject to the terms of this Order, the Trustee shall not distribute the assets of the Estate or any Property, without further court order.

#### **TRUSTEE'S POWERS**

8. **THIS COURT ORDERS** that the Trustee is hereby empowered and authorized, but not obligated, to act at once in respect of the Deceased, the Estate and the Property and, without in any way limiting the generality of the foregoing, the Trustee is hereby expressly empowered and authorized to do any of the following where the Trustee considers it necessary or desirable:

- (a) to take possession of and exercise control over the Estate and any and all proceeds, receipts and disbursements arising out of or from the Estate;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to conduct an investigation with respect to the Deceased, the Estate and the Property, including with respect to the Deceased's creditors, if any;
- (d) to manage, operate, and carry on the business of the Deceased or the Estate, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Deceased or the Estate;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, at their standard rates, to assist with the exercise of the Trustee's powers and duties, including without limitation those conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Deceased or the Estate and to exercise all remedies of the Deceased or the Estate



in collecting such monies, including, without limitation, to enforce any security held by the Deceased or the Estate;

- (g) to settle, extend or compromise any indebtedness owing to the Deceased or the Estate;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Trustee's name or in the name and on behalf of the Deceased or the Estate, for any purposes pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Deceased, the Estate or the Trustee, and to settle or compromise any such proceedings;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect to the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Trustee in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding CDN \$50,000, provided that the aggregate consideration for all such transactions does not exceed CDN \$250,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Trustee deems appropriate on all matters relating to the Estate, and to share information, subject to such terms as to confidentiality as the Trustee deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Trustee, in the name of the Deceased or the Estate;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Deceased or the Estate may have; and

(q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Deceased or the Estate, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND COOPERATION TO THE TRUSTEE**

9. **THIS COURT ORDERS** that all of the Deceased's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on his instructions or behalf, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Trustee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the property to the Trustee, and shall deliver all such Property to the Trustee upon the Trustee's request. The Trustee shall have the power to summons any such Persons, reasonably expected to have any knowledge with respect to the Deceased, the Estate or the Property, to answer questions under oath.
  
10. **THIS COURT ORDERS** that all Persons shall forthwith advise the Trustee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Deceased or the Estate, and any computer programs, computer tapes,

computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's care, possession or control, and shall provide to the Trustee or permit the Trustee to make, retain and take away copies thereof and grant to the Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that, with the exception of the terms of paragraph 11 below, nothing in this paragraph 10 or in paragraph 12 of this Order shall require the delivery of Records, or the granting of access of Records, which may not be disclosed or provided to the Trustee due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. **THIS COURT ORDERS** that solicitor-client privilege and any duty of confidentiality be waived in the same manner as if the Deceased were alive so that the Trustee can compel production of all solicitor and/or paralegal records, notes, and files relating to the Deceased from any lawyer or paralegal, and any other person, entity or institution in possession of such documents.
12. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Trustee for the purpose of allowing the Trustee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Trustee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written

consent of the Trustee. Further, for the purposes of this paragraph, all Persons shall provide the Trustee with all such assistance in gaining immediate access to the information in the Records as the Trustee may in its discretion require including providing the Trustee with instructions on the use of any computer or other system and providing the Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE TRUSTEE**

13. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Trustee except with the written consent of the Trustee or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DECEASED, THE ESTATE OR THE PROPERTY**

14. **THIS COURT ORDERS** that no Proceeding against or in respect of the Deceased, the Estate or the Property shall be commenced or continued except with the written consent of the Trustee or with leave of this Court and any and all Proceedings currently under way against or in respect of the Deceased, the Estate or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

15. **THIS COURT ORDERS** that all rights and remedies against the Deceased or the Estate, the Trustee, or affecting the Property, are hereby stayed and suspended except with the written consent of the Trustee or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further

provided that nothing in this paragraph shall (i) empower the Trustee or the Estate to carry on any business which the Deceased or the Estate is not lawfully entitled to carry on, (ii) exempt the Trustee or the Estate from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE TRUSTEE**

16. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Deceased or the Estate, without written consent of the Trustee or leave of this Court.

#### **TRUSTEE TO HOLD FUNDS**

17. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Trustee from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Trustee (the "**Post Appointment Accounts**") and the monies standing to the credit of such Post Appointment Accounts from time to time, net of any disbursements provided for herein, shall be held by the Trustee to be paid in accordance with the terms of this Order or any further Order of this Court.

**EMPLOYEES**

18. **THIS COURT ORDERS** that all employees of the Deceased or the Estate shall remain the employees of the Deceased or the Estate until such time as the Trustee, on the Deceased's or the Estate's behalf, may terminate the employment of such employees. The Trustee shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Trustee may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

**PIPEDA**

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Trustee shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Trustee, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Deceased or the Estate, and shall return all

other personal information to the Trustee, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

20. **THIS COURT ORDERS** that nothing herein contained shall require the Trustee to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Trustee shall not, as a result of this Order or anything done in pursuance of the Trustee's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE TRUSTEE'S LIABILITY

21. **THIS COURT ORDERS** that the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations



under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Trustee by section 14.06 of the BIA or by any other applicable legislation.

22. **THIS COURT ORDERS** that the Trustee shall have no personal liability for any actions or omissions of the Deceased.

### **TRUSTEE'S ACCOUNTS**

23. **THIS COURT ORDERS** that the Trustee and counsel to the Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Trustee and counsel to the Trustee shall be entitled to and are hereby granted a charge (the "**Trustee's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Trustee's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
24. **THIS COURT ORDERS** that the Trustee and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
25. **THIS COURT ORDERS** that prior to the passing of its accounts, the Trustee shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Trustee or its counsel, and such amounts shall constitute

advances against its remuneration and disbursements when and as approved by this Court.

#### **GENERAL**

26. **THIS COURT ORDERS** that the Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Trustee from acting as a trustee in bankruptcy of the Deceased or the Estate, and that the Trustee notwithstanding section 49(1) of the BIA shall be permitted to assign the Estate into bankruptcy without leave of the court.
28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.
29. **THIS COURT ORDERS** that the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

*Conway*

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SUPERIOR COURT OF JUSTICE  
**ENTERED**  
OCT 14 2015  
COUR SUPÉRIEURE DE JUSTICE  
**ENTRÉ**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**ORDER**

**de VRIES LITIGATION LLP**  
Barristers & Solicitors  
The Lumsden Building  
6 Adelaide Street East, Suite 1000  
Toronto, ON M5C 1H6

**Angela Casey**  
LSUC #: 46566H

Tel: 416.640.2752  
Fax: 416.640.2753

Lawyers for the Applicant

# **APPENDIX B**

Court File No: 01-4099/15

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

IN THE ESTATE OF PAUL ZIGOMANIS, deceased,  
late of City of Toronto, Province of Ontario,  
occupation Gas Pipe Fitter,  
who died on April 20, 2015.

**CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE DURING LITIGATION**

<b>Applicant</b>	<b>Address</b>	<b>Occupation</b>
Jonathan Cooperman	150 York Street, Suite 1600 Toronto, ON M5H 3S5	Chartered Accountant and Trustee In Bankruptcy

By order of the Superior Court of Justice, this CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE DURING LITIGATION to determine the validity of a testamentary document of the deceased is hereby issued under the seal of the court to the applicant named above.

Date: **DEC 03 2015**

Registrar **Alecia Dookhan**

Address of  
court office: 330 University Avenue  
7th Floor  
Toronto, Ontario  
M5G 1R7



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**CERTIFICATE OF APPOINTMENT  
OF ESTATE TRUSTEE DURING LITIGATION**

Jonathan Cooperman  
A. Farber & Partners Inc.  
150 York Street, Suite 1600  
Toronto, ON M5H 3S5

Tel: 416.496.3702  
Fax: 416.496.3839

Estate Trustee During Litigation

# APPENDIX C



Court File No.: 05-145-15

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
ESTATES LIST**

IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

**JONATHAN COOPERMAN OF  
A. FARBER & PARTNERS INC.**

**FIRST REPORT OF THE ESTATE TRUSTEE DURING LITIGATION  
MARCH 7, 2016**

**INTRODUCTION**

1. This report is filed by Jonathan Cooperman of A. Farber & Partners Inc. (“**Farber**”), in his capacity as estate trustee during litigation (the “**Trustee**”) under sections 28 and 29 of the *Estates Act*, R.S.O. 1990, c. E. 21, of all property and assets of the estate, including all proceeds thereof (the “**Property**”) of Paul Zigomanis (the “**Deceased**”) and collectively, the “**Estate**”).
2. By an Order of the Honourable Justice Conway dated October 14, 2015 (the “**Appointment Order**”), Jonathan Cooperman was appointed the Trustee of the Estate on an application brought by the Applicant. The Appointment Order is attached as **Appendix “A”**.

3. A certificate of appointment of estate trustee during litigation was provided by the Court on December 3, 2015, which is attached as **Appendix “B”**.
4. A court date will be requested to hear the motion of the Trustee to, *inter alia*, obtain an Order of this Honourable Court in respect of certain property believed to be held by others for the beneficial interest of the Estate. A notice of motion (the “**Notice of Motion**”) sets out the relief that the Trustee is seeking. A copy of the draft Notice of Motion is attached as **Appendix “C”**.

### **PURPOSE OF THIS REPORT**

5. The purpose of this Report (the “**First Report**”) is to provide information to assist the Court in approving the Trustee’s recommendations on how to best identify the intended parties to be served the Notice of Motion, as well as the timing and manner in which the Trustee intends to effect service of the Notice of Motion.

### **BACKGROUND**

6. On April 20, 2015, the Deceased was killed when the home that he was living in exploded (the “**Explosion**”). The home was municipally known as 3356 Brimley Road in Scarborough, Ontario (“**Brimley**”). The Explosion was widely reported in the Toronto media.
7. The Deceased did not have a spouse nor any children. The Deceased is survived by his two sisters, Gail MacDonald (“**Gail**”) and Violet Cooper (“**Violet**”), the Applicant and Respondent, respectively, to these proceedings. The Trustee is advised that under the circumstances, Gail and Violet are the beneficiaries of the Estate.
8. The Deceased was predeceased by his parents, John and Mary Zigomanis, who passed away December 31, 2014 and March 23, 2013, respectively. Gail is the executrix of the estate of John Zigomanis.
9. The Explosion completely destroyed Brimley and caused significant damage to neighbouring homes.

10. Brimley was insured by Aviva Insurance Company of Canada (“**Aviva**”).
11. At the time of the Explosion, registered title to Brimley was held in the names of John and Mary Zigomanis. The Trustee will seek an order from the Court declaring that Brimley has been held in trust for the Deceased by John and Mary Zigomanis since August 1, 1996.

## **NOTICE OF MOTION**

12. The Notice of Motion, *inter alia*, specifically addresses the relief that the Trustee is seeking in respect of Brimley.
13. Efforts of the Trustee to identify Potential Stakeholders (as defined hereafter) thus far have included communicating with:
  - i) Aviva;
  - ii) The Toronto Police Service (“**TPS**”);
  - iii) The Office of the Chief Coroner (“**OCC**”); and
  - iv) The Office of the Fire Marshall (“**FMO**”).
14. Aviva’s forensic consultants, Origin & Cause, provided the Trustee with a copy of its report on the Explosion. Included therein was a copy of the Toronto Fire Department’s Emergency Incident Report (“**EIR**”). The EIR contained a list of twenty-eight (28) neighbouring homes that were damaged by the Explosion. A copy of this list is attached as **Appendix “D”**. Aviva has also advised the Trustee that four (4) parties affected by the Explosion have put Aviva on notice of pending claims.
15. At the time of writing this First Report the Trustee had not yet been afforded the opportunity to meet with TPS investigators to review TPS’s investigation reports

and identify any further Potential Stakeholders. The Trustee will continue to pursue this.

16. The FMO investigated and reported on the cause of the Explosion. FMO has provided the Trustee with a copy of its report and has informed the Trustee that certain parties have requested a copy of the FMO report. Citing privacy concerns, FMO is unwilling to release the names of these parties to the Trustee. As the Trustee considers these parties to be Potential Stakeholders, the Trustee seeks this Court's authorization for FMO to release the names to the Trustee.
17. The Trustee wishes to ensure that proper service of the Notice of Motion is effected on all potential stakeholders and interested parties ("**Potential Stakeholders**"). Given that the complete financial magnitude of damage from the Explosion is not yet known, nor that any liability has been officially determined to be associated with the Explosion, and that the Deceased may have affairs and financial liabilities unknown to the Trustee, the Trustee proposes the following process to identify Potential Stakeholders and to effect service:
  - (i) Advertise the relief sought in the Notice of Motion in a major Toronto newspaper;
  - (ii) Post the Notice of Motion and supporting materials on the Trustee's website at [www.farberfinancial.com](http://www.farberfinancial.com);
  - (iii) Physically post weather-proof signage of the Notice of Motion at Brimley;
  - (iv) Serve the Notice of Motion on:
    - a) all residents living within a 150 meter radius of Brimley, which is approximately 100 homes;
    - b) those interested parties that contacted the FMO;
    - c) those interested parties that contacted Aviva;

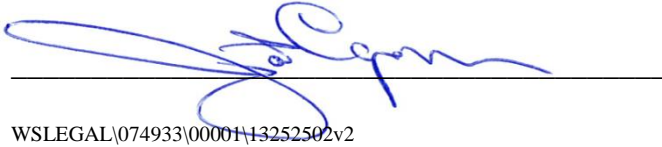
- d) those residences listed in the EIR attached as Appendix “C”; and
  - e) those parties identified as a result of steps i), ii) and iii) above.
18. The Trustee requests that this Court authorize the Trustee to effect service on all identified Potential Stakeholders by first class mail or electronic mail, where applicable, in place of personal service, and the supporting material, if requested, according to the Potential Stakeholder's preferred format, including first class mail, electronic mail, and/or online at the Trustee's website.
19. The Trustee intends that:
- i) once the Trustee has effected service as set out in paragraphs 17 and 18, all affected parties will be deemed to have been served with the Notice of Motion and supporting materials after ten (10) business days; and
  - ii) all affected parties served the Notice of Motion and supporting materials will be provided with a minimum of twenty (20) business days in which to respond.

## **RECOMMENDATIONS**

20. The Trustee respectfully requests that this Honourable Court issue an Order for the relief as requested in this First Report.

All of which is respectfully submitted this 7<sup>th</sup> day of March, 2016.

**JONATHAN COOPERMAN OF A. FARBER & PARTNERS INC.  
IN HIS CAPACITY AS ESTATE TRUSTEE DURING LITIGATION OF  
THE ESTATE OF PAUL ZIGOMANIS, DECEASED**



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# APPENDIX D

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
ESTATES LIST**

**THE HONOURABLE  
JUSTICE PENNY**

) **WEDNESDAY, THE 9<sup>TH</sup> day of**  
)  
) **MARCH, 2016**



IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

~~B E T W E E N:~~

GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

**ORDER**

THIS MOTION by Jonathan Cooperman, the estate trustee during litigation of the estate of Paul Zigomanis (the "**Trustee**"), brought on consent of both the Applicant and the Respondent for an order approving the Trustee's proposed method of service, was heard on the 9<sup>th</sup> day of March, 2016, at 330 University Avenue, Toronto, Ontario.



ON READING the draft notice of motion (the "**Notice of Motion**") attached hereto as Schedule "A" and the Trustee's First Report, and on hearing the oral submissions of counsel for the Trustee,

a) THIS COURT ORDERS that the Trustee shall:

- i. advertise the relief sought in the Notice of Motion in a major Toronto newspaper, indicating the Notice of Motion and supporting materials are on the Trustee's website at [www.farberfinancial.com](http://www.farberfinancial.com);
- ii. physically post weather-proof signage of the Notice of Motion at 3356 Brimley Road, Scarborough, Ontario ("**Brimley**"), indicating the Notice of Motion and the supporting materials are on the Trustee's website at [www.farberfinancial.com](http://www.farberfinancial.com); and
- iii. post the Notice of Motion and supporting materials on the Trustee's website at [www.farberfinancial.com](http://www.farberfinancial.com)

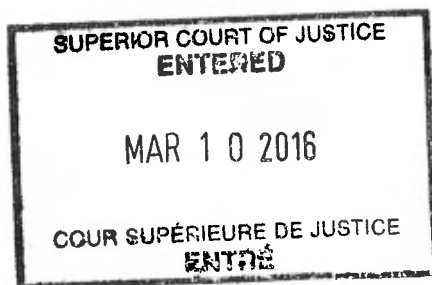
b) THIS COURT ORDERS that the Trustee shall serve the Notice of Motion only on the following potential affected parties:

- i. all residents living within a 150 meter radius of Brimley;
- ii. parties that contacted the Office of the Fire Marshal requesting their report;
- iii. parties that contacted Aviva Insurance Company of Canada; and
- iv. the twenty-eight (28) neighbouring homes that were damaged by the Explosion identified by the Toronto Fire Department's Emergency Incident Report.

c) THIS COURT ORDERS that the Trustee shall serve those affected parties identified in b) above, and anybody who requests a copy, with the Notice of Motion by first class mail or electronic mail, where applicable, in place of personal service, and the supporting

materials, only if requested, according to the affected party's preferred format, including first class mail, electronic mail and/or being directed to the Trustee's website;

- d) THIS COURT ORDERS that once the Trustee has taken the steps to effect service as set out in paragraphs (a) – (c) above:
- i. all affected parties are deemed to have been served with the Notice of Motion and supporting materials after ten (10) business days; and
  - ii. the affected parties served with the Notice of Motion and supporting materials shall be provided with a minimum of twenty (20) business days in which to respond; and
- e) THIS COURT ORDERS that the Office of the Fire Marshal release the names to the Trustee of the parties who have requested a copy of the Office of the Fire Marshal's report forthwith. The Office of the Fire Marshal shall have ten (10) business days from receipt of this Order in which to provide notice to the Trustee of any further terms and conditions they require to this Order and shall have leave to seek such amendments if so advised.



A handwritten signature in blue ink, appearing to be "R. J.", written above a horizontal line.

## SCHEDULE "A"

Court File No. 05-145-15

ONTARIO  
SUPERIOR COURT OF JUSTICE  
ESTATES LIST

IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

BETWEEN:

GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

## NOTICE OF MOTION

Jonathan Cooperman, the estate trustee during litigation (the "**Trustee**") of the estate of Paul Zigomanis ("**Paul's Estate**"), will make a motion to a judge on [●], 2016 at 10:00 am or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

- f) An order declaring that the property municipally known as 3356 Brimley Road, Scarborough, Ontario (the "**Brimley House**"), and registered on title in the names of John and Mary Zigomanis, was and has been held in trust for Paul Zigomanis ("**Paul**") since August 1, 1996.

- g) An order declaring that title to the Brimley House be transferred to the Trustee of Paul's Estate effective January 1, 2015, being the day following the death of his father, John Ziogmanis;
- h) Such further and other relief as this Honourable Court considers just.

**THE GROUNDS FOR THE MOTION ARE:**

*Trustee's Ability to Bring Motion*

1. On an application brought by the Applicant, and by an Order of the Honourable Justice Conway dated October 14, 2015, Mr. Cooperman of A. Farber & Partners Inc. was appointed Trustee of all property and assets, including all proceeds thereof, of Paul's Estate.

*Brimley House Held in Trust for Paul*

- 2. Paul died on April 20, 2015, killed in an explosion at his place of residence, the Brimley House. Paul obtained the Brimley House in May 1991 and lived there until he died.
- 3. On August 1, 1996, registered title to the Brimley House was transferred from Paul to his parents, John and Mary Zigomanis ("**John**" and "**Mary**") to be held in trust for Paul due to his history with drug use. It was their intent to protect the Brimley House on Paul's behalf until he was fit to control ownership once again. Although no formal trust documents were ever signed, it was always understood by everyone in the Zigomanis Family (as defined hereafter) that Paul was the true beneficial owner.
- 4. Mary died in March 2013, leaving her estate solely to John. John died on December 31, 2014, dividing the remainder of his estate ("**John's Estate**") equally among his three children,

namely Paul, Gail MacDonald ("**Gail**") and Violet Cooper ("**Violet**") (and together with John and Mary, collectively the "**Zigomanis Family**"). Paul's sister, Gail, was appointed the trustee of John's Estate on March 18, 2015.

5. As estate trustee of John's Estate, Gail knew that Paul was the rightful beneficial owner of the Brimley House and, with the consent of Violet, directly took steps to transfer registered title of the Brimley House to Paul. This was consistent with the understanding that the Brimley House was held in trust for Paul. Unfortunately, Paul died before the transfer was complete.

#### *The Brimley House Explosion*

6. The explosion completely destroyed the Brimley House. The Office of the Fire Marshal conducted an investigation into the explosion and completed their report (the "**FMO Report**") on February 10, 2016. The FMO Report concluded that the explosion was fueled by natural gas; specifically, that the natural gas union that formed part of the supply piping to the hot water heater was separated at some point in time prior to the explosion. This allowed for natural gas to flow into the interior of the Brimley House.

7. The explosion also caused extensive damage to a number of surrounding homes. Litigation arising from the other homeowners who suffered damages from the explosion will likely ensue. Four (4) claims have already been received by Aviva Insurance Company of Canada, the insurer of the Brimley House.

8. The recognition that Paul was and is the proper owner of the Brimley House and that it was held in trust for him since August 1, 1996, is important given these events.

***Rules, Legislation, and Other Grounds***

9. The Trustee relies on:

- (a) Rules 1.04, 1.05, 37, 39, 59.01, 74 and 75 of the *Rules of Civil Procedure*,
- (b) Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) Affidavits to be filed;
- (b) Report(s) of Jonathan Cooperman, Trustee of Paul's Estate, to be filed; and
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

[●], 2016

**BENNETT JONES LLP**  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, Ontario  
M5X 1A4

**Lincoln Caylor** (LSUC #37030L)  
Email: caylorl@bennettjones.com

**Grace McKeown** (LSUC #67851F)  
Email: mckeowng@bennettjones.com

Lawyers for the moving party, Jonathan  
Cooperman, Estate Trustee During Litigation of  
the Estate of Paul Zigomanis

GAIL MCDONALD  
Applicant

- and -

VIOLET COOPER  
Respondent

Court File No. 05-145-15

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

---

**NOTICE OF MOTION OF JONATHAN  
COOPERMAN, ESTATE TRUSTEE DURING  
LITIGATION OF THE ESTATE OF PAUL  
ZIGOMANIS**

---

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, ON M5X 1A4

**Lincoln Caylor** (LSUC #37030L)  
Email: [caylorl@bennettjones.com](mailto:caylorl@bennettjones.com)

**Grace McKeown** (LSUC #67851F)  
Email: [mckeowng@bennettjones.com](mailto:mckeowng@bennettjones.com)

Tel.: (416) 863-1200  
Fax: (416) 863-1716

Lawyers for Jonathan Cooperman, the Estate  
Trustee During Litigation

GAIL MCDONALD

Applicant

- and -

VIOLET COOPER

Respondent

Court File No. 05-145-15

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, ON M5X 1A4

**Lincoln Caylor (LSUC #37030L)**  
Email: [caylorl@bennettjones.com](mailto:caylorl@bennettjones.com)

**Grace McKeown (LSUC #67851F)**  
Email: [mckeowng@bennettjones.com](mailto:mckeowng@bennettjones.com)

Tel.: (416) 863-1200  
Fax: (416) 863-1716

Lawyers for Jonathan Cooperman, the Estate Trustee  
During Litigation



# APPENDIX E



# APPENDIX F

**Peter Crawley**

---

**From:** Peter Crawley  
**Sent:** Wednesday, October 28, 2015 9:11 AM  
**To:** 'Cheryl.Jones@torontopolice.on.ca'  
**Cc:** Jonathan Cooperman  
**Subject:** Paul Zigomanis  
**Attachments:** Issued and Entered Order of Justice Conway.15.10.14.pdf

Good morning Officer Jones,

I work with A. Farber & Partners Inc. and Jonathan Cooperman. Jonathan, of our firm, has been appointed as "Estate Trustee during Litigation" over the estate of Paul Zigomanis. Attached please find a copy of our appointment order.

I understand from Angela Casey that you are investigating the matter of the home explosion at 3356 Brimley Rd, Scarborough, that occurred on April 20, 2015.

When you have a moment can you please give me a call? I can be reached at 416-500-0780.

Thanks and regards  
Peter

**Peter K. Crawley, MBA, CPA, CA, CIRP**  
150 York Street, Suite 1600  
Toronto, Ontario, M5H 3S5  
Direct: 416.496.3507 | Mobile: 416.500.0780

Email: [pcrawley@farberfinancial.com](mailto:pcrawley@farberfinancial.com)  
Website: [www.farberfinancial.com](http://www.farberfinancial.com)

**Farber**  
FINANCIAL GROUP



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# APPENDIX G

150 York Street  
Suite 1600  
Toronto, ON M5H 3S5  
Canada  
Office 416.497.0150  
Fax 416.496.3839  
[www.farberfinancial.com](http://www.farberfinancial.com)

October 30, 2015

By email: [cherie.mason@ontario.ca](mailto:cherie.mason@ontario.ca)

Office of the Fire Marshall  
2284 Nursery Road  
Midhurst, Ontario  
L0L 1X0

Attention: Ms. Cherie Mason

Dear Ms. Mason:

**In the matter of the Estate of Paul Zigomanis, deceased, and 3356 Brimley Road, Scarborough, ON**

Further to our discussion on October 28, 2015, attached please find the court order of the Honourable Justice Conway wherein Jonathan Cooperman of A. Farber & Partners Inc. was appointed as Estate Trustee During Litigation (the "Trustee") of all property and assets of the estate of Paul Zigomanis.

As Mr. Zigomanis passed away in the explosion that occurred at 3356 Brimley Road, Scarborough, Ontario ("Brimley") on April 20, 2015, the Trustee has an interest in and does hereby request a copy of the Fire Marshall's report in respect of Brimley, when it becomes available. Please send a copy to the attention of the undersigned at your earliest convenience.

Thank you for your assistance in this matter and don't hesitate to contact the undersigned if you have any questions or concerns.

Yours truly,

**Jonathan Cooperman of A. Farber & Partners Inc., estate  
Trustee during litigation of the Estate of Paul Zigomanis**



Per: Peter Crawley, MBA, CPA, CA, CIRP  
Senior Manager

Encl.





150 York Street  
Suite 1600  
Toronto, ON M5H 3S5  
Canada

Office 416.497.0150  
Fax 416.496.3839

[www.farberfinancial.com](http://www.farberfinancial.com)

November 17, 2015

By email: [lisa.lancaster@ontario.ca](mailto:lisa.lancaster@ontario.ca)

Office of the Fire Marshall  
2284 Nursery Road  
Midhurst, Ontario  
L0L 1X0

Attention: Ms. Lisa Lancaster

Dear Ms. Lancaster:

**In the matter of the Estate of Paul Zigomanis, deceased, and 3356 Brimley Road, Scarborough, ON  
Occurrence #: 161-006-2015**

---

Thank you for putting us in contact with Mr. Montgomery. We understand that the investigation report (the "FMO Report") of the Ontario Fire Marshall's Office ("FMO") in this matter has been finalized by the investigator and is presently being reviewed internally prior to its approval and release.

We have previously made a formal request for a copy of the FMO Report when it becomes available.

Further to our letter dated October 30, 2015, as Estate Trustee during Litigation for the Estate of Paul Zigomanis, we request the following:

- i) The evidence that is in the possession of the FMO in respect of this matter is not to be released to any party without our prior written consent;
- ii) No copies of the FMO Report are to be released, except as may be required by law, without our prior written consent. We understand that only the Coroner is initially entitled to receive the FMO Report; and
- iii) Any enquiries of a private nature involving Mr. Zigomanis and his affairs are to be directed through our office.

Thank you for your assistance in this matter and don't hesitate to contact the undersigned if you have any questions or concerns.

Yours truly,

**Jonathan Cooperman of A. Farber & Partners Inc., estate  
trustee during litigation of the Estate of Paul Zigomanis**



Per: Peter Crawley, MBA, CPA, CA, CIRP  
Senior Manager



Grace McKeown  
Associate  
Direct Line: 416.777.5493  
e-mail: mckeowng@bennettjones.com

December 15, 2015

VIA EMAIL (JOHN.MONTGOMERY@ONTARIO.CA)

Office of the Fire Marshall  
2284 Nursery Road  
Midhurst, Ontario  
L0L 1X0

Dear Mr. Montgomery,

Re: *In the matter of the Estate of Paul Zigomanis, deceased, and 3356 Brimley Road,  
Scarborough, ON  
Occurrence #:161-006-2015*

We are counsel to Jonathan Cooperman of A. Farber & Partners Inc., estate trustee during litigation of the Estate of Paul Zigomanis (the "**Estate Trustee**").

Justice Conway's Order appointing our client as Estate Trustee, dated September 14, 2015, provides the following:

- Pursuant to paragraph 8(m), the Estate Trustee is empowered and authorized to meet and discuss with any person or entity having notice of the Order ("**Persons**") all matters relating to the Estate, and to share information, subject to such terms as to confidentiality as the Trustee deems advisable; and
- Pursuant to paragraphs 9-12, all Persons have a duty to provide access to and their cooperation with the Estate Trustee. Specifically, all Persons shall advise of the existence of any of the deceased's property in their possession or control, shall grant immediate and continued access to the property of the Estate Trustee, and shall deliver all such property upon the Estate Trustee's request.

We understand that the Estate Trustee has made a formal request, further to their letter dated November 17, 2015 addressed to Lisa Lancaster, for a copy of the investigation report (the "**FMO Report**") of the Ontario Fire Marshall's Office (the "**FMO**") in this matter. For your convenience, a copy of the November 17, 2015 letter is attached herewith. We reiterate this



request and also ask that the Estate Trustee be given access to the current draft of the FMO Report and/or its findings as soon as possible.

The same letter dated November 17, 2015, also requested the following:

- i) The evidence that is in the possession of the FMO in respect of this matter is not to be released to any party without the Estate Trustee's prior written consent;
- ii) No copies of the FMO Report are to be released, except as may be required by law, without the Estate Trustee's prior written consent; and
- iii) Any enquiries of a private nature involving Mr. Zigomanis and his affairs are to be directed through the Estate Trustee's office.

Despite having been properly put on notice with respect to the Estate Trustee's appointment and his requests, we have been made aware that evidence in the possession of the FMO has been made available to third parties for observation and that insurance company representatives have been provided with some of the FMO's findings and conclusions prior to same being made available to the Estate Trustee, and all of which was done without the Estate Trustee's prior written consent.

We repeat the request that the Estate Trustee have the first opportunity to access any and all evidence related to this matter and reiterate our request that if further evidence is to be released or made available to any party, the FMO first contact the Estate Trustee to obtain his prior written consent.

We suggest a meeting be arranged with you, the FMO and the Estate Trustee to review this matter as soon as possible in order to allow the Estate Trustee to perform his duties and conduct the investigation required in accordance with his court appointed mandate.

May we please hear from you.

Sincerely,

**BENNETT JONES LLP**



Grace McKeown

Enclosure

cc. Lincoln Caylor, Jonathan Cooperman, Peter Crawley

# APPENDIX H

150 York Street  
Suite 1600  
Toronto, ON M5H 3S5  
Canada  
Office 416.497.0150  
Fax 416.496.3839  
[www.farberfinancial.com](http://www.farberfinancial.com)

November 13, 2015

Via email: [Occ.centralwest@ontario.ca](mailto:Occ.centralwest@ontario.ca)

Office of the Chief Coroner  
Central West  
25 Morton Shulman Avenue  
Toronto, ON M3M 0B1

Attention: Lisa

Dear Lisa:

**Re: The Estate of Paul Zigomanis (Deceased)**

---

Further to our discussion earlier today, attached please find the court order of the Honourable Madame Justice Conway dated October 14, 2015 (the "Order") wherein Jonathan Cooperman of A. Farber & Partners Inc. was appointed as estate trustee during litigation (the "Trustee") of the estate of Paul Zigomanis (the "Deceased").

We requested a discussion with you of the Zigomanis matter. In addition, we request a copy of the Coroner's Report on the Deceased's death when it becomes available.

You have explained that we must provide a written consent from the family of the Deceased in order for you to discuss the matter with us. Please note the following:

- i) The Trustee was appointed pursuant to an application brought by the Deceased's two sisters, Gail MacDonald and Violet Cooper. The Order specifically references their consent to our appointment in the preamble;
- ii) Paragraph 8 (C) of the Order specifically empowers the Trustee to conduct an investigation with respect to the Deceased; and
- iii) Paragraph 11 of the Order.

Kindly confirm that the foregoing satisfies the Chief Coroner of Ontario's consent requirements and that you will be able to discuss this matter with the undersigned and provide us with a copy of the Coroner's official report once it becomes available.

Yours truly,

**Jonathan Cooperman of A. Farber & Partners Inc., estate trustee  
during litigation of Paul Zigomanis**



Per: Peter Crawley, MBA, CPA, CA, CIRP

Encl.



# APPENDIX I

150 York Street  
Suite 1600  
Toronto, ON M5H 3S5  
Canada  
Office 416.497.0150  
Fax 416.496.3839  
[www.farberfinancial.com](http://www.farberfinancial.com)

May 10, 2016

By email: [info@787benefits.ca](mailto:info@787benefits.ca)  
and by courier

U.A. Local 787  
Plan Administration Office  
45 McIntosh Drive  
Markham, ON L3R 8C7

**Attention: Pension Plan Administrator**

Dear Sir/Mme:

**In the matter of the Estate of Paul Zigomanis, deceased**  
**Court File No. 05-145/15**

---

Please be advised that Jonathan Cooperman of A. Farber & Partners Inc. was appointed as Estate Trustee During Litigation (the "Trustee") of all property and assets of the estate of Mr. Paul Zigomanis. Mr. Zigomanis passed away suddenly on April 20, 2015. Attached please find the Court Order of the Honourable Justice Conway dated October 14, 2015 appointing the Trustee.

We have recently been made aware that Mr. Zigomanis was a member of the U.A. Local 787 Pension Plan. We have received a copy of the Member Benefit Statement to December 31, 2015, a copy of which is attached for your reference. According to the Statement, Mr. Zigomanis held 11,010.42 units and his interest in the pension plan became fully vested on October 31, 1986. The Statement indicates that the Account Value as at December 31, 2015 is \$96,120.98.

The Statement also indicates that the beneficiary of Mr. Zigomanis' interest in the pension plan is Mr. Zigomanis' mother, Mary Zigomanis. Mr. Zigomanis was predeceased by both of his parents, John and Mary Zigomanis, who passed away on December 31, 2014 and on March 23, 2013, respectively.

Kindly contact the undersigned or my colleague, Peter Crawley ([pcrawley@farberfinancial.com](mailto:pcrawley@farberfinancial.com) or 416-496-3507), to discuss liquidation of Mr. Zigomanis' pension. In the meantime, Mr. Zigomanis' interest in the pension plan should not be otherwise transacted without the prior written permission of the Trustee.

Thank you for your assistance in this matter.

Yours truly,

**Jonathan Cooperman of A. Farber & Partners Inc., Estate  
Trustee During Litigation of the Estate of Paul Zigomanis**



Per: Jonathan Cooperman  
HBA, CPA, CA, CIRP, CSAR, CFI, LIT  
Partner

Encs.

cc: Peter Crawley, [pcrawley@farberfinancial.com](mailto:pcrawley@farberfinancial.com)



# U.A. Local 787 Pension Plan

Registration Number: 0491688

## Plan Administration Office

45 McIntosh Drive, Markham, ON L3R 8C7

Phone 1-905-946-2220 Toll Free 1-866-946-2220



## Member Pension Statement January 1, 2015 to December 31, 2015

PAUL ZIGOMANIS

3356 BRIMLEY ROAD  
SCARBOROUGH, ON M1V 5B4

Your Member Pension Statement includes only those contributions received by the Plan Administration Office up to and including December 31, 2015 for work months through November 2015. If your contributions for November 2015 or prior work months were received after December 31, 2015, they will be on your next Member Pension Statement.

Beneficiary Name		Name of Spouse on File	
MARY ZIGOMANIS		NONE	
Normal Retirement Date	Date Joined Plan	Date of Full Vesting	Member's Date of Birth
March 1, 2023	June 1, 1986	October 31, 1986	February 16, 1958
Employer Name	Work Month	Hours	Dollars
<b>ACCOUNT VALUE AS AT December 31, 2015</b>			<b>\$96,120.98</b>
Total Employer Contributions Made to Date			\$15,183.28
Account Value as at January 1, 2015			\$90,675.21
Number of Units Held at January 1, 2015			11,010.42
Pension Fund Gains From January 1, 2015 to December 31, 2015			\$5,445.77
Number of Units Held at December 31, 2015			11,010.42

# APPENDIX J

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">T 989171</p> <p style="font-size: 1.2em; text-align: center;">AUG 1 PM 2 19</p> <p style="font-size: 0.8em; text-align: center;">REGISTRY DIVISION TORONTO REGISTRY (NO. 64) METROPOLITAN TORONTO</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages
	(3) Property Identifier(s) <b>06026-0031(R)</b>	Block _____ Property _____
	(4) Consideration <b>1 WO --00/100</b>	
	Dollars \$2.00	
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of Lot 25 in the fifth concession in the City of Scarborough, in the Registry Office for the Registry Division of Toronto Boroughs (No. 64) in the Municipality of Metropolitan Toronto being Part 1 of Plan 64R-12397.	

(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
----------------------------	---	---	--

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am not a spouse.

Name(s) <b>ZIGOMANIS, Paul</b>	Signature(s) 	Date of Signature Y M D <b>1996 01 15</b>
-----------------------------------	------------------	---

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D
---------	--------------	----------------------------

(10) Transferor(s) Address for Service **10 Sparkhall Avenue, Toronto Ontario M5K 1G5**

(11) Transferee(s)

<b>ZIGOMANIS, John</b>	Y	M	D
	1927	11	30
<b>ZIGOMANIS, Mary</b>			
	1930	09	15
<b>AS JOINT TENANTS</b>			

(12) Transferee(s) Address for Service **10 Sparkhall Avenue, Toronto Ontario M5K 1G5**

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.	Date of Signature Y M D	Signature Name and Address of Solicitor	Date of Signature Y M D
--	----------------------------	--	----------------------------

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Date of Signature Y M D	Signature
-------------------------------	----------------------------	-----------

(15) Assessment Roll Number of Property

City	Mun.	Map.	Sub.	Par.
19	01	114	850	01400

(16) Municipal Address of Property 3356 Brimley Road Scarborough Ontario M1V 5B4	(17) Document Prepared by: Tsapralis, Stanoulis, Sabetti Barristers & Solicitors 717 Pape Avenue, # 303 Toronto Ontario M4K 3S9	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: right;">\$50</td> </tr> <tr> <td>Land Transfer Tax</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$50</b></td> </tr> </tbody> </table>	Fees and Tax		Registration Fee	\$50	Land Transfer Tax	N/A	<b>Total</b>	<b>\$50</b>
Fees and Tax										
Registration Fee	\$50									
Land Transfer Tax	N/A									
<b>Total</b>	<b>\$50</b>									

Planning Act - OPTIONAL  
 (13) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

FOR OFFICE USE ONLY



Affidavit of Residence and of Value of the Consideration Form 1 — Land Transfer Tax Act

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lot 25 in the fifth concession, Part 1 on Plan 64R-12397, City of Scarborough, Municipality of Metropolitan Toronto

BY (print names of all transferors in full) Paul Zigomanis

TO (see instruction 1 and print names of all transferees in full) John Zigomanis and Mary Zigomanis

I, (see instruction 2 and print name(s) in full) John Zigomanis

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph (a), (b), (c) above; (strike out references to inapplicable paragraphs)

(f) A transferee described in paragraph (c) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) Mary Zigomanis who is my spouse described in paragraph (c) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-tenth of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash (\$2.00), (b) Mortgages (i) Assumed (\$Nil), (c) Property transferred in exchange (\$Nil), (d) Securities transferred (\$Nil), (e) Liens, legacies, annuities and maintenance charges (\$Nil), (f) Other valuable consideration subject to land transfer tax (\$Nil), (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (TOTAL of (a) to (f)) (\$2.00), (h) VALUE OF ALL CHATTELS - items of tangible personal property (\$Nil), (i) Other consideration for transaction not included in (g) or (h) above (\$Nil), (j) TOTAL CONSIDERATION (\$2.00)

All Blanks Must be Filled in. Insert "Nil" Where Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) See 7 below

6. If the consideration is nominal, is the land subject to any encumbrance? Nil

7. Other remarks and explanations, if necessary. This is a conveyance from the son back to the parents for no consideration

Sworn before me at the City of Toronto in the Municipality of Metropolitan Toronto this 38 day of January, 19 96

Commissioner for Taking Affidavits, etc.

John Zigomanis (signature)

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land
B. (i) Address of property being conveyed (if available): 3356 Brimley Road, Scarborough Ontario M1V 5B4
(ii) Assessment Roll No. (if available): 19 01 114 850 01400
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7): 3356 Brimley Road, Scarborough Ontario M1V 5B4
D. (i) Registration number for last conveyance of property being conveyed (if available): TB757757
(ii) Legal description of property being conveyed. Same as in D.(i) above. Yes [X] No [ ] Not known [ ]
E. Name(s) and address(es) of each transferee's solicitor: Tsaprális, Stanoulis, Sabetti 717 Pape Avenue, # 303, Toronto Ontario M4K 3S9

Table for Land Registry Office Use Only with fields: Registration No., Registration Date, Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation
(a) Are all individual transferees Roman Catholic? Yes [ ] No [ ]
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes [ ] No [ ]
(c) Do all individual transferees have French Language Education Rights? Yes [ ] No [ ]
(d) If Yes, do all individual transferees wish to support the French Language School board (where established)? Yes [ ] No [ ]
NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

# APPENDIX K



ServiceOntario

LAND REGISTER

PROPERTY IDENTIFIER

PAGE 1 OF 1  
PREPARED FOR US  
ON 2016/10/23 AT 15:17:34

81021-1031 (LOT)

CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT - SUBJECT TO RESERVATIONS IS CROWN GRANT \*

PROPERTY IDENTIFIER: 87 13 23 CON 5 SCARBOROUGH PT 1, 6483387, TORONTO, CITY OF TORONTO

PROPERTY DETAILS

LEGAL/DIVIDED:  
758 51972  
LT CONVEYANCE QUALIFIED  
CORRECTION, JOHN  
SICOMANTS, JOHN  
SICOMANTS, MARY

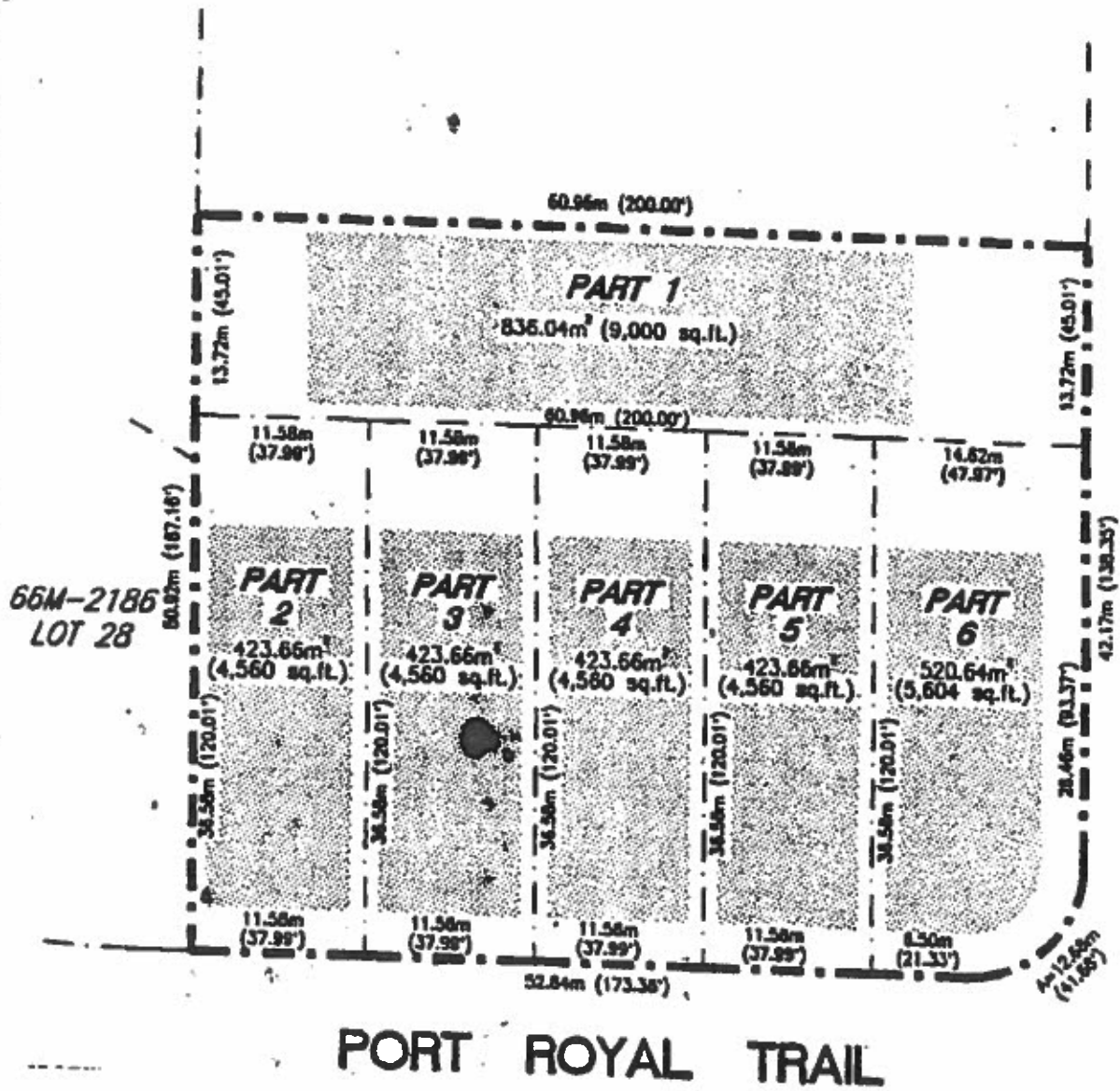
MICHAEL  
RE-ENTRY FROM 81021-0210  
CORRECTIVE  
JTM  
JTM

211 CREATION DATE:  
2006/07/24

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CORR
**EFFECTIVE 2006/07/23	THE POSITION OF THE "BLOCK IMPLEMENTATION DATE" OF 2006/12/13 ON THIS PLAN**					
**BLS REPLACED WITH THE	**211 CREATION DATE OF 2006/07/24**					
** PLAN/NOTY	EXCLUDES ALL DOCUMENT TYPES AND RELATED INSTRUMENTS SINCE: 2006/07/21 **					
**CORRECTIVE	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, SO:					
**	SECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVISIONAL SUCCESSION ORDER *					
**	AND SUBJECTS ON PROPERTIES TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH RIGHTS OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR SUCCESSION SETTLED BY					
**	CONVENTION.					
**	ANY LARS TO WHICH THE SUCCESSION 75(2) OF THE REGISTER ACT APPLIES.					
**DATE OF	COMPLETION TO LAND TITLES, 2006/07/24 **					
84812197	PLAN REFERENCE					C
787164516	REST CITY APL AMEND					C
78989171	TRANSFER			SICOMANTS, JOHN SICOMANTS, MARY		C

4116 362-1234 ext 230

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ERROR THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE VIEWED THEM ALL BY.



*Handwritten signature*

# APPENDIX L

Gail MacDonald

905-542-0473

May 8, 2013

Dear Paul,

**Re: 3356 Brimley Road, Scarborough, Ontario**

As you are aware, Dad remains an in-patient at East General Hospital receiving compassionate care. He is medically stable and the hospital is eager to have him discharged. Unfortunately, you, Violet or myself are not in a position to care for him. Violet and I have applied for government funded long term care on his behalf. Although the three of us have been appointed as power of attorney for Dad's personal care, Violet and I had to sign the consent forms for the application for long term care as you refused to do so. Even though we have applied for care, the waiting lists are 2-4 years for the facilities we have requested. We may have no option but to eventually place Dad in private long term care and that is very expensive with prices ranging from \$5000-\$6000 a month.

As we are all aware, Mom and Dad have been financially supporting the house that you live in on Brimley Road for approximately 18 years by paying all the bills associated with it. Although not specified in their will, we acknowledge it was our parents wish upon their death that you inherit the house. Our concern now is that Mom and Dad's funds are being depleted and we want to ensure the money they worked for and saved is available for Dad to receive the proper and best care that he deserves. We do not think it feasible or financially prudent to continue paying for the Brimley property. As such, Violet and I are willing to transfer the house to you effective immediately. We would like to make it clear, that going forward you will be entirely responsible for all expenses associated with the house. We know that you have leaned heavily on Mom and Dad's financial generosity and you will need to make decisions for your future in the house. To help ease your immediate financial responsibilities, we are willing to advance you \$20,000 from your future inheritance from Mom and Dad's estate so that you are in a position to take the time needed to make thoughtful choices.

We would like to move forward with this as soon as possible to ensure that we will be in a secure financial position to make a commitment for long term care for Dad. If you are comfortable dealing with us directly on this matter, please feel free to call me (905-542-0472). Alternately, you can contact our lawyer as follows:

Mr. Michael J. Day, 93 Queen Street South, Mississauga, Ontario L5M 1K7 - 905-826-5670

If we do not hear back from you in 4 weeks from the date of this letter, we will have no choice but to seek legal recourse.

Paul, Violet and I would like very much to work amicably with you going forward as we know this is what Mom and Dad would have wanted for us.

Regards,

*G MacDonald Violet Cooper*

Gail MacDonald and Violet Cooper

# **APPENDIX M**

THIS IS THE LAST WILL AND TESTAMENT of me, JOHN ZIGOMANIS, of the City of Toronto, in the Municipality of Metropolitan Toronto, Province of Ontario.

I. I hereby revoke all former Wills and other Testamentary Dispositions made by me.

II. I appoint GAIL MACDONALD Executrix and Trustee of this my Will. The expression "my Trustee" hereinafter used shall mean the Executrix and Trustee for the time being of this my Will.

III. I give all my property wheresoever situate, including any property over which I may have a general power of appointment, to my Trustee upon the following trusts, namely:

- (a) To deliver to my wife, MARY ZIGOMANIS if she survives me, all articles of personal, domestic and household use of ornament belonging to me at my death, including consumable stores and including all automobiles, boats and motors and accessories thereto then owned by me.
- (b) To pay out of the capital of my general estate my just debts, funeral and testamentary expenses and all estate, legacy, succession and inheritance taxes or duties, whether imposed by or pursuant to the law of any domestic or foreign jurisdiction whatsoever, that may be payable in connection with the property passing (or deemed to pass by any governing law) on my death, or in connection with any insurance on my life, or in connection with any gift or benefit given or provided by me either in my lifetime or by survivorship or by this my Will or any Codicil thereto, and whether such taxes and duties be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and I authorize my Trustee to commute or prepay any such taxes or duties.
- (c) During the lifetime of my wife to keep invested the residue of my estate and to pay the net income therefrom to or for my wife; PROVIDED that my trustee may at any time or times pay to or for the benefit of my wife such amount or amounts out of the capital of such residue as she in her absolute discretion considers advisable.
- (d) Upon the death of the survivor of my wife and me to divide the residue of my estate into as many equal shares as there shall be children of mine alive at my death, and I declare that if any child of mine should then be dead and if any issue of such deceased child should then be living such deceased child of mine shall be considered as alive for the purpose of such division.



My Trustee shall set aside one of such equal shares for each child of mine who shall be living at my death and shall keep such share invested and pay the net income therefrom to or for such child upon his or her attaining the age of twenty-one years. Upon such child attaining the age of twenty-one years, his or her entire share shall be transferred to him or her; PROVIDED that my Trustee may at any time or times pay to or for such child any amount or amounts out of the income and/or capital of the share that they in their absolute discretion consider advisable. If such child should die before attaining the age of twenty-one years, the share of the amount thereof remaining shall be divided among the issue of such child who survives him or her in equal shares, or, if such child should leave no issue him or her surviving, among my issue who shall be living at the death of such child in equal shares per stirpes upon the same trusts as are herein provided with respect to the shares directed to be held in trust for my issue.

If any child of mine should predecease me and if any issue of such deceased child should be living at my death my Trustee shall set aside one of such equal shares and shall divide it among the issue of the deceased child who shall then be living in equal shares per stirpes.

IV. If any person other than a child of mine should become entitled to any share in my estate before attaining the age of majority, the share of such person shall be held and kept invested by my Trustee and the income and capital, or so much therefore as my Trustee in her absolute discretion considers advisable, shall be used for the benefit of such person until he or she attains the age of majority.

V. I authorize my Trustee to make any payment for any person under the age of majority to a parent or guardian of such person or to anyone to whom they in their discretion deem it advisable to make such payments, whose receipt shall be in sufficient discharge to my Trustee.

VI. I authorize my Trustee to use her discretion in the realization of my estate, with power to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as she may in her absolute discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such length of time as she may think best. My Trustee shall have a separate and substantive power to retain any of my investments or assets in the form existing at the date of my death at their absolute discretion

*J. A.*  
*LL*

without responsibility for loss to the intent that investments for all purposes of this my Will. No reversionary or future interest shall be sold prior to falling into possession and no such interest not actually producing income shall be treated as producing income.

VII. I declare that my Trustee when making investments for my estate shall not be limited to investments authorized by law for trustees but may make investments which in her absolute discretion she considers advisable.

VIII. Unless otherwise specifically provided, any reference in this my Will or in any Codicil hereto to a person in terms of a relationship to another person determined by blood or marriage shall not include a person born outside the marriage, nor a person who comes within the description traced through another person who was born outside marriage, provided that any person who was born outside the marriage but whose parents subsequently married one another shall not be regarded as a person being born outside the marriage but shall be regarded as having been born in lawful wedlock to his or her parents, provided further that any person who has been legally adopted shall be regarded as having been born in lawful wedlock to the adopting parent.

*W. A.*  
*W. A.*

IN WITNESS WHEREOF I have to this my Last Will, written upon this and three preceding pages, subscribed my name this 25<sup>TH</sup> day of March, 1987.

*JZ*

SIGNED by the Testator, JOHN ZIGOMANIS )  
as his Last Will, in the presence of )  
us, both present at the same time, )  
who at his request, in his presence )  
and in the presence of each other )  
have hereunto subscribed our names )  
as witnesses. )

*John Zigomanis*  
JOHN ZIGOMANIS

*Bill Tsapras*  
Witness

*BILL TSAPRAS*

*76 DON VALLEY DRIVE*  
Address:

*TORONTO, ONTARIO*

Occupation: *SOLICITOR*

*Susan Colomile*  
Witness

*5181 Avenue Rd, #310*  
Address:

*Toronto, Ontario M5M 4B8*

Occupation: *Legal Secretary*

*JZ*

# APPENDIX N

**SWADRON ASSOCIATES**FOR PICK UP

April 8, 2015

Paul Zigomanis  
3356 Brimley Road  
Toronto, Ontario  
M1P 4P3

Dear Mr. Zigomanis,

Estate of John Zigomanis  
Our file number: 15-4517

Thank you for meeting with me on April 6, 2014 and speaking with me yesterday. We discussed various issues and you have asked us to pursue three on your behalf: (1) obtaining title to the 3356 Brimley Road, Toronto property, which you assert was held in trust by your late father John Zigomanis, as soon as possible; (2) securing your entitlement under your father's estate; and (3) obtaining your possessions from one of your father's other properties at 10 Sparkhall Avenue, Toronto. You also performed work on all of your parents' properties without compensation and paid various bills on behalf of your parents during their lifetimes.

During my discussion with Ms. Casey, counsel for your sisters and the estate, yesterday, she confirmed that the estate is agreeable with the transfer to you of 3356 Brimley Road on top of your one third residue of the estate, provided that the capital gains tax attributable to the transfer comes from your share. She also indicated that the fire inspector arrived at the Sparkhall Road property at your request and indicated that the fuel canisters stored at the property were not safe for any use and that there were no tools remaining.

I asked Ms. Casey for documentation respecting the fire inspection from the inspector and confirmation respecting whether there are any tools at the property, including in the attic. I continue to await these from her.

After I spoke with Ms. Casey, I spoke with you yesterday and we discussed whether a settlement of all estate issues could be reached at this time. We discussed the feasibility of someone licensed to transport the fuel tanks attending at the Sparkhall Avenue property with me to identify and remove what is yours. You said you would get this person to contact me.

We also discussed yesterday that upon review of the 1996 transfer documents for the 3356 Brimley Road property (enclosed), it is not clear that a judge would confirm that the house was held for your benefit in trust. It does appear to be a gratuitous transfer from you to your father, which would likely create a presumptive trust but that presumption could be rebutted. Your father had the option of indicating that the property was being held in trust but did not, which may alone but sufficient to rebut the presumption.

- 2 -

In the circumstances, commencing a legal proceeding for the Brimley Road property, your 1/3 interest in the residue, to stop the sale of the Sparkhall Avenue property or otherwise obtain your property from it, and to pursue a claim for your management and labour respecting your father's property would be prohibitively expensive. We discussed this yesterday and you indicated that your priority was obtaining the Brimley Road property and your interest in the estate and that you were willing to consider giving up the issue respecting your tools and fuel canisters and other labour if you could get a resolution in place as soon as possible.

Please find enclosed draft minutes of settlement that we wish to propose to Ms. Casey. They contemplate what was discussed above with both her and you.

We also discussed yesterday that receipt of a large inheritance will likely effect your eligibility for ODSP. You indicated that you have obtained advice in this regard from legal aid clinics and that you do not want me to investigate these consequences for you. Ms. Casey has indicated that the estate will assist you in characterizing the payment if it will maintain eligibility for whatever support you are on (she did not know which). We strongly recommend that you engage a specialist in disability support and planning rather than relying on summary advice from legal clinics. I can make a referral in this regard at your request.

You will note that we included, in the draft minutes of settlement, a question of whether you want to direct the transfer of your interest in the residue of the estate to our firm in trust. This may give you some additional time to determine whether you want to make any particular arrangements with those funds to maintain your eligibility for ODSP and is at your option.

We are not insured to act on real estate transactions but you should engage a real estate lawyer for independent legal advice on the transfer of the Brimley Road property. We can make a referral in this regard as well at your request.

Finally, please find enclosed an authorization for Jordan Weisz to release information to our office respecting the status and outcome of your criminal proceeding and your whereabouts if you are detained. We understand that this matter is proceeding to trial on April 15, 2015.

I look forward to meeting with you today or at your earliest convenience to discuss the above.

Yours truly,

SWADRON ASSOCIATES

Per:

Alexander N. Procope

ANP:vm

Encls.

# APPENDIX O

Court file number: 01-0807/15

IN THE MATTER OF the estate of John Zigomanis, deceased,

### MINUTES OF SETTLEMENT

WHEREAS John Zigomanis (the “Deceased”) passed away on December 31, 2014;

AND WHEREAS Gail MacDonald (“Ms. MacDonald”) is named as the executrix and trustee of the Deceased’s estate (the “Estate”) in the Last Will and Testament of the Deceased dated March 25, 1987 (the “Deceased’s Will”);

AND WHEREAS Ms. MacDonald was appointed as estate trustee of the Estate on March 18, 2015;

AND WHEREAS the Deceased’s spouse Mary Zigomanis passed away in March 23, 2013;

AND WHEREAS Paul Zigomanis (“Mr. Zigomanis”), Ms. MacDonald and Violet Cooper (“Ms. Cooper”) are the only children of the Deceased;

AND WHEREAS in the event that Mary Zigomanis predeceased the Deceased, the Deceased’s Will leaves the residue of the estate in equal shares among the deceased’s children, namely Mr. Zigomanis, Ms. MacDonald and Ms. Cooper;

AND WHEREAS the assets of the Estate include real properties municipally known as:

- (a) 3356 Brimley Road, Toronto, Ontario (the “Brimley Road Property”);
- (b) 10 Sparkhall Avenue, Toronto, Ontario (the “Sparkhall Avenue Property”); and
- (c) 24644 Weiris Side Rd, Pefferlaw, Ontario;

AND WHEREAS the Brimley Road Property was transferred by Mr. Zigomanis to the Deceased in 1996 for nominal consideration;

AND WHEREAS Mr. Zigomanis asserts that the Brimley Road Property was transferred to the Deceased to be held in trust for the benefit of Mr. Zigomanis;

AND WHEREAS prior to the Deceased’s death Mr. Zigomanis paid rent to the Deceased of \$500.00 per month for the Brimley Road Property and for storage space at the Sparkhall Avenue Property;

AND WHEREAS Mr. Zigomanis has withheld rental payments from the Estate and used them for repairs he asserted were and are necessary at the Brimley Road Property;



AND WHEREAS the Deceased's will does not specifically bequest the 3356 Brimley Road property to Mr. Zigomanis or otherwise address whether the Deceased intended that it form part of the Estate or was held in trust for the benefit of Mr. Zigomanis;

AND WHEREAS Mr. Zigomanis asserts that certain tools, fuel containers and personal property of his was stored at the 10 Sparkhall Avenue property and have not been returned to him;

AND WHEREAS all parties to these minutes of settlement are represented by legal counsel;

AND WHEREAS the parties to these minutes of settlement are desirous of reaching an amicable resolution of the issues without a court proceeding;

THE PARTIES HEREBY AGREE to settle all issues raised or that could have been raised with respect to the administration of the Estate on the following basis:

1. The Estate will provide a sworn statement of assets and liabilities of the Estate at the request of Mr. Zigomanis.
2. The Estate will transfer the Brimley Road Property to Mr. Zigomanis in its present condition, including all fixtures and appliances, within 30 days and the parties to these minutes will consent to an order to this effect, if required.
3. The legal costs of the transfer of the Brimley Road Property shall be borne by the Estate.
4. Mr. Zigomanis and the Estate waive any claims that have been raised or which could have been raised with respect to rent or repairs at the Brimley Road Property.
5. Mr. Zigomanis shall receive one third of the residue of the Estate, less the capital gains tax payable by the estate as a result of the transfer of the Brimley Road Property as determined by the process set out in the following paragraph. For the sake of clarity, the residue of the Estate for the purposes of this paragraph shall consist of all estate assets other than the Brimley Road Property, less proper estate expenses, compensation and professional fees.
6. The Estate will obtain an opinion from a tax professional ("First Tax Professional") respecting the capital gains tax payable by the Estate as a result of the transfer of the Brimley Road Property. If Mr. Zigomanis disagrees with the opinion of the First Tax Professional, he may engage a tax professional of his choosing at his own expense to provide a second opinion ("Second Tax Professional"). If Mr. Zigomanis does not identify a Second Tax Professional within 60 days of being provided with the opinion of the First Tax Professional, the opinion of the First Tax Professional shall be binding on the parties to these minutes. Upon Mr. Zigomanis' identification of a Second Tax Professional within the 60 days noted above, the Estate will provide the Second Tax Professional with all documents that he or she requests for the purpose of providing a second opinion. If the First and Second Tax Professionals disagree, they

- will speak and attempt to resolve their disagreement. If they are unable to do so, and subject to the agreement of the parties to these minutes otherwise, the First and Second Tax Professionals shall select a third tax professional (“Third Tax Professional”) who shall be provided with the opinions of the First and Second Tax Professionals and any documents he or she may request from the Estate and whose assessment of the capital gains tax payable by the Estate as a result of the transfer of the Brimley Road Property shall be binding on the parties. The cost of the Third Tax Professional will be borne equally by Mr. Zigomanis and Estate and Mr. Zigomanis’ share may be charged against his entitlement from the Estate
7. All monies payable by the Estate to Mr. Zigomanis shall be paid to Swadron Associates, in Trust.
  8. Mr. Zigomanis will communicate to counsel for the Estate through his own legal counsel or in writing if he does not have legal counsel. All documents required to be served under these minutes may be served upon counsel as follows:
    - Angela Casey, Devries Litigation, The Lumsden Building, 6 Adelaide Street East, Suite 1000, Toronto, Ontario, M5C 1H6, counsel for the Estate of John Zigomanis, Gail MacDonald and Violet Cooper
    - Alexander N. Procope, Swadron Associates, 115 Berkeley Street, Toronto, Ontario, M5A 2W8, counsel for Paul Zigomanis
  9. If a party to these minutes changes lawyers or ceases to be represented, he or she shall provide a current address for service.
  10. The parties to these minutes will sign mutual releases in a form to be agreed on by the respective parties.
  11. Subject to any proceedings required for the purpose of the enforcement of these minutes of settlement, Mr. Zigomanis shall bear his own legal costs.
  12. Nothing in these minutes of settlement relieves Ms. MacDonald from the obligation, if so ordered by the Court, to apply to pass her accounts as estate trustee.
  13. These minutes of settlement shall be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators and assigns.
  14. The parties acknowledge that they have reviewed and understood their respective rights and obligations under these minutes of settlement, have received legal advice in relation thereto or have voluntarily waived such advice, and are signing these minutes voluntarily, and without undue influence by or threats or promises from any other person.

15. These minutes of settlement may be amended upon the written agreement of the Estate and Mr. Zigomanis.
16. These minutes of settlement may be signed in counterpart, each of which so executed is deemed to be an original, and such counterparts together constitute one and the same instrument.
17. A facsimile copy of these minutes of settlement sent by telephone transmission or a scanned copy sent by e-mail shall have the same force as if it was an original.

DATED at Toronto this \_\_\_\_ day of April, 2015

---

Paul Zigomanis

DATED at Toronto this \_\_\_\_ day of April, 2015

---

Gail MacDonald in her personal capacity,  
and as Estate Trustee for the Estate of  
John Zigomanis

DATED at Toronto this \_\_\_\_ day of April, 2015

---

Violet Cooper

# APPENDIX P

**Angela Casey**

Direct: 416.640.2752

E-Mail: [acasey@devrieslitigation.com](mailto:acasey@devrieslitigation.com)

April 8, 2015

**Sent by Email**

Alexander N. Procope  
Swadron Associates  
Barristers & Solicitors  
115 Berkeley Street  
Toronto Ontario M5A 2W8

Dear Mr. Procope:

**Re: Estate of John Zigomanis**

I write further to our conversation yesterday.

My client advises that all of Paul's tools from the house were delivered to him yesterday. There are no tools belonging to Paul left in the house. You had also inquired specifically about the attic contents. The attic is now empty; my client confirms that all of the contents from the attic were delivered to Paul.

My assistant conveyed your request today to pick up the fuel canisters from the Sparkhall property with Paul. I have spoken to my client and she advises that the fuel canisters have already been disposed of. They were brought to a disposal site as directed by the City of Toronto. As I explained in our call yesterday, the fuel canisters were identified by the fire inspector as a hazard, and therefore my client acted quickly to dispose of them properly. I also asked Gail about whether she has a copy of the fire inspector's report. She advises that she asked the inspector for a copy of his report at the conclusion of their meeting. He told her that he was not able to give it to her because as a matter of policy and practice, his office does not provide copies of inspection notes, records or reports.

My client is now in a position to transfer the Brimley house to Paul. I confirm that in addition to the transfer of the Brimley house, Paul will also receive his 1/3 interest in the estate. I suggest that rather than entering into Minutes of Settlement regarding Brimley, that our clients simply proceed with the transfer of title at this time. My client will be retaining a real estate lawyer to act on the transfer. Will you or a real estate lawyer be acting for Paul? As part of the transfer, my client will be arranging for all of the bills to be transferred into Paul's own name, as Paul will need to begin paying all of expenses of the Brimley property from his own funds following the transfer of title. Gail can provide a summary of the expenses for the house to Paul if he thinks that would be helpful to him for budgeting purposes.

de VRIES LITIGATION

Solid Advice. Winning Advocacy.

As I think I mentioned yesterday, the Sparkhall house sold very well at \$1,052,000. The closing date is May 12, 2015. The farm property has been appraised at \$440,000 and has been listed for sale for \$469,900. No offers have been received to date.

I trust this addresses your inquiries.

Yours truly,



Angela Casey  
AC/hp

# APPENDIX Q



## Welcome to Aviva

At Aviva, we help you **take care of the unexpected** by delivering peace of mind through quality insurance coverage.

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JOHN ZIGOMANIS  
& MARY ZIGOMANIS  
3356 BRIMLEY RD.  
SCARBOROUGH ON M1V 5B4

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## What you need to know

- Your Aviva insurance coverage is available exclusively through our broker partners. We believe brokers are your best choice for **protecting what you care about most**. They'll take the time to listen and understand what matters to you, and then work with you to find insurance solution that fits your needs.
- Aviva has a **history you can trust**. Around the world, for over 300 years, we've proudly delivered prosperity and peace of mind to customers like you. In Canada, our history goes back to the 1800s.
- We can provide the **coverage you need**<sup>†</sup> - be it your home, first car or the family minivan, cottage, business, beloved motorcycle, cherished classic car, boat, snowmobile, ATV and more.
- We're the proud home of the Aviva Community Fund - a program that encourages Canadians to share ideas and vote online for causes that are meaningful to their communities. Since 2009, we've awarded \$3.5 million in support across Canada. It's simply one more way **we're committed to supporting the communities where our customers live, work and play**. Find out more at [AvivaCommunityFund.org](http://AvivaCommunityFund.org).
- For the full story on our investments in Canadian communities, see our Public Accountability Statement at <http://www.avivacanada.com/content/reports-and-publications>.

For more information about your coverage, or if you need to make any changes to your policy, please contact your insurance broker.

Find us online at: [www.AvivaCanada.com](http://www.AvivaCanada.com)

Twitter: @AvivaCanada

Facebook: [Facebook.com/AvivaCanada](https://www.facebook.com/AvivaCanada)

<sup>†</sup> Available coverages vary by province and eligibility. Please speak with your insurance broker for details.



# Thank you for choosing Aviva

As an Aviva\* customer, you're protected by insurance coverage that's built around you and your unique needs.

## Did you know?

As a valued customer, you have access to our **Premiere Network** of preferred auto repair shops, contractors and property restoration experts. To get the job done right for you, all work and repairs done by our preferred vendors is covered by our **lifetime guarantee**. To find a Premiere professional near you, visit [avivacanada.com](http://avivacanada.com).

## Hassle-free claims service

If you're faced with a claim situation, you expect it to be taken care of right away, without hassle. We agree. You can be confident that our claims professionals will respond quickly and fairly – so you can get back on track as soon as possible. You can call our experienced Claims Care Advisors, **24 hours a day, 7 days a week**.

## Claims Service Satisfaction Guarantee

This industry-leading promise guarantees that if you're not happy with our claims service, and we can't resolve it, we'll give you a cheque for the amount of your current premium. **That's right. All of it.**

For more information and for the terms and conditions, visit [www.avivacanada.com/claimsguarantee](http://www.avivacanada.com/claimsguarantee) or talk to your Claims Advisor for details.

To make a claim and for all claims-related inquiries, call

**1-866-MY-AVIVA**  
(1-866-692-8482)  
[avivacanada.com](http://avivacanada.com)

\*Aviva and the Aviva logo are trademarks of Aviva plc and used by Aviva Canada Inc. under license by its subsidiary companies. Information contained in this overview is only an outline of coverages available. Actual coverage may vary by province. For exact terms, definitions, limitations and extensions please speak to your insurance broker and refer to your final policy wording. All home and auto insurance products are underwritten by Aviva Insurance Company of Canada, Pilot Insurance Company of Canada, Traders General Insurance Company, Scottish & York Insurance Co. Limited, and S&Y Insurance Company.



## Renewal policy notice

JOHN ZIGOMANIS  
& MARY ZIGOMANIS  
3356 BRIMLEY RD.  
SCARBOROUGH ON M1V 5B4

Thank you for purchasing your Home insurance policy through your broker COCKBURN & SONS INSURANCE BROKERS INC. In partnership with AVIVA INSURANCE COMPANY OF CANADA, we are committed to providing you with quality products and services.

Enclosed is the renewal of your policy. Please ensure that all information is accurate, as your coverage and premium are based upon the information you provided.

Line: HAB Company: 1 Branch: 10  
Aviva Insurance Company of Canada  
2206 Eglinton Avenue East  
Scarborough ON M1L 4S8

Please visit us at: [www.avivacanada.com](http://www.avivacanada.com)

If you have any questions or would like to make changes to your policy, please contact:

**COCKBURN & SONS INSURANCE BROKERS INC.**  
**406-1315 LAWRENCE AVE E**  
**TORONTO ON M3A 3R3**

Phone: **(416) 445-8046** Fax: **(416) 445-9050**

Policy number: **P11633485HAB**

Policy type: **PROPERTY**

Pay Plan: **Direct payment**

## Policy transactions and account summary

Effective date	Description	Premium	Provincial sales tax	Total
March 27, 2015	Renewal	\$1,621.00	\$129.68	\$1,750.68
			<b>Total amount due:</b>	<b>\$1,750.68</b>

Detach and return the lower portion with your payment if you are paying by cheque(s) or money order.

### Invoice

Online banking number: 1101163348503

#### Named insured:

John Zigomanis  
& Mary Zigomanis  
3356 Brimley Rd.  
Scarborough ON M1V 5B4

**TOTAL  
AMOUNT DUE**

**\$1,750.68**

**Payment is due on March 27, 2015**

#### Payment options:

Please see the back of this page for details.

#### Payment in full

- Online or telephone banking  
 Cheque or money order

#### Installment plans

- Pre-authorized from your bank account  
 Multi-payment plan

Please write your policy number on the front of your payment and return to:

Aviva Insurance Company of Canada  
2206 Eglinton Avenue East  
Scarborough ON M1L 4S8

110P11633485HAB0001750680000875340000583560000437671000270315

**PAYMENT OPTIONS**

**Payment in full**

**1. Online and telephone banking**

- Log onto your bank's Internet banking website or call your bank's telephone banking number.
- Under your bill payee list, add Aviva Insurance home and auto.
- Your online banking number is: 1101163348503.

**2. Cheque or money order**

- Make your cheque or money order payable to Aviva Insurance Company of Canada.
- Write your policy number on the front of your cheque or money order.
- Return your payment with the Invoice in the envelope provided.
- Before sealing the envelope, be sure the mailing address shows in the window.

**Installment plans**

**1. Pre-authorized monthly payment from your bank account**

- A 3% per installment finance charge applies to all premium process on the Pre-Authorized Chequing plan.
- You may select any date of the month for your insurance premium withdrawal.
- To calculate your monthly payment, simply divide your insurance premium, plus applicable taxes and finance charge, by 12.
- Your first payment is due 30 days before your policy effective date, therefore the first payment may actually be for an amount totaling 2-3 months payment depending on the date your authorization is processed.
- Once your monthly payment plan has been set up, it will continue automatically (unless you inform us otherwise). Any premium changes will be divided equally over your remaining monthly payments, and you will receive a revised invoice and payment schedule.

To enroll in our monthly payment plan, complete, sign, and return this form along with a sample cheque marked VOID.

**2. Multi-payment plan**

- Write a series of postdated cheques according to your preferred payment schedule from the options below.
- The first payment of each multi-payment plan includes a \$10.00 service charge.
- If you post-date your payments using online/telephone banking, we will waive the \$10.00 service charge.

Two payment		Three payment		Four payment	
March 27, 2015	\$885.34	March 27, 2015	\$593.56	March 27, 2015	\$447.67
April 27, 2015	\$875.34	April 27, 2015	\$583.56	April 27, 2015	\$437.67
		May 27, 2015	\$583.56	May 27, 2015	\$437.67
				June 27, 2015	\$437.67

Please note that a \$25.00 service charge will be levied against payments returned by the bank due to insufficient funds or payments not cleared.

To enroll in our convenient Pre-Authorized Chequing plan, complete, sign and return this form.

EFT AUTHORIZATION FORM		(H1 COMPLIANT)		Policy number: P11633485HAB				
Please see below for the Rights and Obligations provided in accordance with CPA's Rule H1. <b>MY/OUR SIGNATURE CONFIRMS THAT:</b> <ul style="list-style-type: none"> <li>• I/We have been provided with details of and understand the terms and conditions of the payment plan by automatic withdrawals from my/our financial institution.</li> <li>• I/We hereby authorize the named financial institution below to debit my/our account for all payments payable to: Aviva Insurance Company of Canada or any of its associated insurance companies to which my policy may be transferred at a later date (the "Insurer").</li> <li>• I/We understand that this authorization may be cancelled by me/us upon written notice, at least 15 days before the next scheduled payment. I/We may obtain a sample cancellation form, or further information on my/our right to cancel a payment authorization agreement, or more information about Pre-Authorized Debiting at my/our financial institution, by visiting www.cdnpay.ca, or through contacting my/our insurance company (contact information available on the reverse of this form).</li> <li>• I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this payment authorization agreement. To obtain more information on my/our recourse rights, I/We may contact my/our financial institution or visit www.cdnpay.ca.</li> <li>• I/We warrant and guarantee that all persons whose signatures are required to sign on this account have signed this authorization below.</li> <li>• If there is a change in premiums due to a change in coverage or upon renewal, the amount of the monthly withdrawal will automatically be changed.</li> <li>• I/We will ensure that funds are available on each due date and understand that Non-Sufficient Funds transactions may result in one or all of the following:                         <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">1. A second presentation or attempt to withdraw funds</td> <td style="width: 33%;">2. A second withdrawal notice</td> <td style="width: 33%;">3. Cancellation of my/our policy</td> </tr> </table> </li> <li>• I/We have received a copy of this authorization and have read and understand these terms and conditions.</li> <li>• For pre-authorized debits, I/We shall receive, with respect to the debiting of fixed-amount payments, written notice from the Insurer, the amount to be debited and the due date(s) debiting, at least 10 calendar days prior to the date of the first payment, and such notice shall be received each time there is a change in the amount of payment.</li> <li>• The account that my/our financial institution is authorized to draw upon is indicated below. A specimen cheque has been marked "void" and attached to this authorization.</li> <li>• I/We undertake to inform my/our Insurer, in writing, of any change in the account information provided in this authorization prior to the next payment due date.</li> <li>• I/We understand that this authorization is continuous and will automatically apply to the renewal terms, unless instructed differently.</li> <li>• I/We authorize my/our Insurer to collect or use my/our personal information for the purpose of this authorization for automatic withdrawals for payment of my/our insurance premiums. I/We authorize my/our Insurer to disclose any personal information contained in this authorization form to its financial institution to the extent disclosure is directly related to and necessary for the proper execution of the pre-authorized debit transaction for the policy number(s) noted above.</li> <li>• I/We may withdraw my/our consent to collect, use or disclose my/our personal information for the purpose of this authorization for automatic withdrawals for payment of my/our insurance premiums. Withdrawal of my/our consent will result in cancellation of this authorization for automatic withdrawals for payment of my/our insurance premiums, in which case I/We must make other arrangements for payment of my/our insurance premiums.</li> </ul>						1. A second presentation or attempt to withdraw funds	2. A second withdrawal notice	3. Cancellation of my/our policy
1. A second presentation or attempt to withdraw funds	2. A second withdrawal notice	3. Cancellation of my/our policy						
<b>For pre-authorized payment from your bank account:</b>								
Branch/Transit #:	Bank #:	Bank account #:	Business: <input type="checkbox"/>	Personal: <input type="checkbox"/>				
Name and address of Financial Institution:								
Signature(s) as shown on bank records:								
Today's date:		Preferred payment date (for monthly payment plan):						



(Insurer)  
**Aviva Insurance Company of Canada**  
 2206 Eglinton Avenue East  
 Scarborough ON M1L 4S8

**Certificate Of Property Insurance**

 POLICY NUMBER: **P11633485HAB**
**NAMED INSURED**

JOHN ZIGOMANIS  
 & MARY ZIGOMANIS  
 3356 BRIMLEY RD.  
 SCARBOROUGH ON M1V 5B4

**BROKER** Code: 0035921

COCKBURN & SONS INSURANCE BROKERS INC.  
 406-1315 LAWRENCE AVE E  
 TORONTO ON M3A 3R3

**Policy Effective From:** March 27, 2015 12:01 a.m.

**To Expiry Date:** March 27, 2016 12:01 a.m.

All times are local times at the Named Insured's postal address shown on this Certificate.

**Residence Locations: Insurance is provided for only those locations listed below.**

Location 1	3356 Brimley Rd Scarborough ON M1V 5B4	<b>HOMEOWNERS - COMPREHENSIVE FORM 1016</b> One Family , Brick Veneer , 1991 Built, Primary Heat: Natural Gas, Within 1000 Ft Of A Fire Hydrant
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**Insurance Coverage By Location**

Insurance Coverage By Location	LOCATION 1 Deductible \$500		LOCATION Deductible	
	Coverage	Premium	Coverage	Premium
<b>Section I – Property Coverages</b>				
Coverage A - Dwelling Building	\$700,300	\$1,568		
Coverage B - Detached Private Structures	\$105,100	INCL		
Coverage C - Personal Property (Replacement Cost Basis)	\$560,400	INCL		
Coverage D - Additional Living Expenses	\$175,075	INCL		
<b>Section II – Liability Coverages</b>				
Coverage E - Legal Liability	\$1,000,000	INCL		
Coverage F - Voluntary Medical Payments	\$5,000	INCL		
Coverage G - Voluntary Payments For Damage To Property	\$1,000	INCL		
<b>Endorsements</b>				
By-Law Coverage - \$30000		INCL		
Guaranteed Replacement Cost On Dwelling Building		INCL		
Personal Property Claim Protector 5026		\$34		
Sewer Backup Endorsement Policy Limit 5114		\$19		
Single Limit Endorsement 5126		INCL		
Aviva Care 5016		INCL		
<b>TOTAL</b>		<b>\$1,621</b>		

**DISCOUNTS APPLIED**

 Location 1 **Discounts:** Non-Smoker Discount; Claims Free Discount; Mortgage Free Discount; Age Of Insured; Home Age; Loyalty Discount

**Total Policy Premium**
**\$1,621**
**Special Remarks:**

Your policy deductible may have changed. Please consult your broker if you have any questions.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its president, but the same shall not be binding upon the Insurer unless countersigned by an authorized representative of the Insurer.

[Authorized Signature of Insurer][Corporate Secretary]

President and Chief Executive Officer

**CANCELLATION OF THE POLICY**

**FOR FURTHER INFORMATION, CONTACT YOUR BROKER AT (416) 445-8046**

**This section to be completed and signed by the Insured to request cancellation of this policy in its entirety.**

The undersigned, John Zigomanis & Mary Zigomanis, named in the policy and renewal certificates (if any), hereby acknowledges the cancellation of policy number P11633485HAB **effective at 12:01 A.M.** standard time on \_\_\_\_\_, and that all liability of the Insurer thereunder in respect of accidents, losses or damage occurring on and after the effective date is hereby terminated.

Dated: \_\_\_\_\_

Signature(s) of all Named Insureds: \_\_\_\_\_  
\_\_\_\_\_

**Reason for Cancellation**

- Premium
- Home sold
- Other, please specify

\_\_\_\_\_  
\_\_\_\_\_

## Privacy Information

### Our Privacy Policy And Commitment To Protecting Your Privacy

Aviva Canada Inc. and our member companies<sup>1</sup> ("Aviva") are committed to protecting and keeping private our policyholders' Personal Information. Our Privacy Policy sets out principles on the collection, retention, use and disclosure of Personal Information. All employees are required to comply with the Privacy Policy in the execution of their daily activities.

At Aviva we identify to our customers the purpose for collecting their Personal Information at or prior to its actual collection. Our customers in turn must consent to its collection implicitly, or expressly in order for us to use it for those purposes. We are committed to ensure that the Personal Information collected on our customers is only used for the purpose for which it was originally intended.

Aviva shall collect, retain, use and disclose your Personal Information in accordance with our Privacy Policy. If we require your Personal Information for any other purpose other than as identified in our Privacy Policy, Aviva will seek your consent prior to using it.

We issue an insurance policy with the understanding that, in addition to providing your consent, you have obtained the consent from all persons named in your insurance policy for the collection, retention, use and disclosure of their Personal Information, for the purposes we have identified.

### What We Will NOT Do With Your Information

We **do not** sell customer information to anyone. Nor do we share customer information with organizations outside of our member companies that would use it to contact you about their own products or services.

### We Strive To Protect Your Personal Information

All employees, independent brokers, agents, suppliers, and others as permitted by the criteria outlined in our Privacy Policy, who are granted access to customer records, understand the importance of keeping this information protected and confidential. They are clearly advised they are to use the information only for the purposes intended.

We've also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

The member companies of Aviva Canada Inc. may internally share your Personal Information as permitted by the Privacy Policy. We may also use service providers located outside of Canada or related companies located outside of Canada to collect, use, retain or disclose your Personal Information as permitted by the criteria outlined in our Privacy Policy. In such circumstances, we will attempt to contractually protect your Personal Information, however, it may be subject to the laws of that jurisdiction and may be accessed by the courts, law enforcement and national security services of that jurisdiction.

### Your Privacy Choices

You may withdraw your consent at any time (subject to legal or contractual obligations and on providing us reasonable notice) by contacting our Privacy Officer in writing. Please be aware that withdrawing your consent may prevent us from providing you with any requested product or service.

We may amend our Privacy Policy from time to time. For a copy of our Privacy Policy or for more information about our Privacy Policy and procedures, our member companies or to view jurisdictions where your Personal Information may be collected, used, retained or disclosed, please visit our website at [www.avivacanada.com](http://www.avivacanada.com), or contact our Privacy Officer, Ron Savoie, at:

Aviva Canada Inc.  
2206 Eglinton Avenue East  
Scarborough, ON, M1L 4S8  
Telephone: 1-800-387-4518 x54171 or 416-701-4171 Fax: 416-755-4075  
E-mail: [CAPrivacyOfficer@avivacanada.com](mailto:CAPrivacyOfficer@avivacanada.com)

#### **<sup>1</sup>Aviva Canada Inc. insurance companies include:**

- Aviva Insurance Company of Canada
- Traders General Insurance Company
- Scottish & York Insurance Co. Limited
- S&Y Insurance Company
- Elite Insurance Company
- Pilot Insurance Company

# APPENDIX R



Aviva Canada Inc.  
121 King St. West, Suite 1400  
TORONTO, Ontario, M5H 3T9

December 23, 2015

**ATTENTION:** Mr. Scott Misirlis

# REPORT

<b>Insured</b>	The Estate of John and Mary Zigomanis		
<b>Loss Location</b>	3356 Brimley Rd., Scarborough, Ontario M1V 5B4		
<b>Date of Loss</b>	Monday, April 20, 2015	<b>Date of Examination</b>	April 21, 2015
<b>Claim No.</b>	33466549	<b>Your File No.</b>	N/A
<b>Policy No.</b>	N/A	<b>Our File No.</b>	F0603

## REFERENCE

This is further to my Preliminary Report dated Monday, April 27, 2015.

## ASSIGNMENT

On Tuesday, April 21, 2015 I was contacted by Mr. Prosper Benchetrit of Aviva Canada Inc. who was requesting the assistance of an Investigator. Mr. Benchetrit requested that I conduct a cause and origin examination of a residential house explosion, which occurred at 3356 Brimley Rd. in Scarborough. Arrangements were made to attend the scene.

## ORIGIN

The examination of this fire scene, coupled with information obtained, identified a significant vapour fuelled explosion occurred within this dwelling. The result of the explosion was the total destruction of the above ground portion of this two storey, detached, single family dwelling with a significant debris field created and the collapse of the dwelling into the foundation. Due to the extensive damage suffered by this structure it is unknown on which level the ignition source was situated, and as there are many ignition sources within a dwelling, the specific ignition source is unknown. The results of this explosion damaged several dwellings within the area causing significant structural damages. As a result of this explosion the one occupant of the main dwelling died as a result of injuries sustained during the explosion.



**CAUSE**

The cause of this fire has been determined to be the deliberate disconnection of the natural gas supply line to the natural gas fuelled hot water tank, which resulted in natural gas escaping the delivery system and was ignited by one of the many ignition sources located within the dwelling.

**BACKGROUND**

Preliminary information received from Mr. Benchetrit is this explosion occurred on Monday, April 20, 2015 and at the present time the Ontario Fire Marshal's office was on scene and this site is now secured by the OFM.

**STRUCTURE**

The premise is a two storey, detached, single family dwelling constructed of wood framing covered on the exterior by brick veneer with a peaked asphalt shingled roof and constructed over one level of poured concrete foundation. The premise was serviced by the natural gas service, which entered on the north side of the premise and was also serviced by a below ground electrical feed, which entered at the northeast corner. Attached to the southeast corner of the structure was a double vehicle garage.

**DISCOVERER**

The specific discoverer of this explosion is unknown, however, the Toronto Fire Services was notified by way of a 911 phone call.

**FIRE SERVICE**

The Toronto Fire Services received a 911 phone call on Monday, April 20, 2015 at approximately 16:24:36 hours. Units were dispatched arriving on site at approximately 16:30:13 hours to find that one house had been completely demolished by an explosion and a second adjacent house was significantly damaged and was unsafe. Firefighters began searching the immediate area of the house and noted that natural gas was venting from the interior of this house as well as water could also be heard running. During the search of the surrounding areas one victim was found. At the time they found this victim the vital signs were absent and CPR was commenced. An ambulance crew attended to assist and this individual was pronounced dead at the scene.

Firefighters continued to search adjacent homes as well as the surrounding area of the house looking for a potential for more victims, however, as the wind picked up there was concern for the house that was to the north as it was significantly damaged and likely unstable so firefighters were brought out of the scene and the area was cleared until it could be made safe.

As a result of this incident the Ontario Fire Marshal's Office was contacted and the assistance of an Investigator was requested.



## **FIRE SERVICE REPORT**

This event has been reported under Incident No. F15036960 for the Toronto Fire Services. A review of this report identified on page 2 a series of codes used to classify this incident and the following is a translation of these codes:

Status on Arrival	9	Unclassified
Area of Origin	99	Undetermined
Possible Cause	99	Undetermined
Ignition Source	999	Undetermined
Material First Ignited	99	Undetermined
Ignited Fuel	97	Other, Unclassified

A copy of the Emergency Incident Report as prepared by the Toronto Fire Services has been attached for your reference.

## **FIRE MARSHALS OFFICE**

As a result of a request made by the Toronto Fire Services, the Ontario Fire Marshal's Office was involved in this investigation with Mr. John Montgomery conducting this investigation. Mr. Montgomery was assisted by Mr. Qadeer Choudry, P. Eng., and directed the examination of this scene as well as commenced the examination of components within this scene. At the conclusion of this investigation, the findings of the OFM Investigators was passed on to the Toronto Police Services.

## **INVESTIGATION REPORT**

A request has been forwarded to the Ontario Fire Marshal's Office to obtain a copy of the Investigation Report. This report will be forwarded upon receipt.

## **SCENE EXAMINATION**

I attended the scene on Tuesday, April 21, 2015 and located the premise on the west side of Brimley Rd., north of Port Royal Trail in the Brimley Rd. / Steeles Ave. East area of Scarborough. The Toronto Police Service has the road blocked from Port Royal Trail on Brimley Rd. to Steeles Ave. and there is no access to the site.

I had the opportunity to speak with Fire Marshal's Office Investigator Mr. John Montgomery who is the lead Investigator in this investigation. Mr. Montgomery advised that they cannot get near the scene due to safety issues as the house that was located to the north of the house of origin is in an unsafe state and the south exposure of this house has to be supported before they can get access to the area. Prior to the investigation by the Police Service, Canine Units were brought through the scene looking for injured victims but no one else was found in the



scene and once the scene has been made at least safe, a Cadaver Dog will be brought through the scene to check the scene. Mr. Montgomery advised that the deceased, who was believed to be the only occupant of this house, was found in the rear yard and was discovered yesterday at the conclusion of this event.

Mr. Montgomery advised that Enbridge Consumers Gas had already been on scene and the properties around this house had been bar-hole tested and all readings were negative. As the scene is unsafe they have not been able to do any bar-hole testing in the unit of origin. As I was not able to view any of the site from the north end of Brimley Rd., I moved my location down to Port Royal Trail and Brimley Rd., which is immediately south of the house of origin. Again this area had been blocked off by the Toronto Police Service and there is no access to the area.

I was able to get a view of the site from the rear yard of the house, which occupies the northeast corner of Brimley Rd. and Eagle Dance Dr. From the rear yard of this home I was able to view the explosion site and see the remains of this house. All that remained of this structure was a pile of debris and plainly visible was debris on roof tops and in trees surrounding this property as well as there was debris in the backyard on the east side of Brimley Rd. Visible of the debris pile was there was no evidence of fire damage. One item of the debris that was visible at the front of this house was the blower motor for the furnace. This was sitting in the debris pile in the area of the driveway and visible from my vantage point.

The house to the north had suffered significant damage and the south exposure of this house was leaning over and into the area of the scene. This house is the structure that was deemed unsafe. Scattered around on the tops of other buildings as well as within the trees was debris from the explosion but the remains of the house of origin was a pile that was in the location of where the house originally stood.

Prior to attending the scene I was able to view media footage and one of the videos shown was of an aerial camera, which had been suspended or hovered over the explosion scene. It showed the complete location where the house had been situated. It showed the debris field and very clearly in this photograph I observed no fire damage. Based on these initial observations it would appear that there was no fire at the conclusion of this explosion and that the explosion caused the disintegration of the house but not after a fire occurred.

As access to the scene was not going to be made available until the scene was released by the



OFM at the conclusion of their investigation, arrangements were made to return to the scene once the scene has been released.

I returned to the scene on Thursday, April 23, 2015 and the purpose of this visit was to meet with the OFM Investigator Mr. John Montgomery. The scene was still closed, I was not given access to any of the scene and due to the heavy equipment and the bulk containers that were outside the east side of this house, there was no photograph access to the scene. The OFM Investigator advised that his investigation was still ongoing and it is expected to take possibly two more days.

On Friday, April 24, 2015 I received a call from Mr. John Montgomery that the scene was going to be released late Saturday and requested that I make arrangements for security for the site.

I attended the scene on Monday, April 27, 2015. The scene has been released **but** Toronto Police are still maintaining area security and work was ongoing in the area. Heavy equipment was located at 3358 Brimley Rd., which is the house immediately north of the house of origin and this house had been completely knocked down and demolition crews were now cleaning up the site.

I gained access to the site and it was found that the debris inside the foundation had been completely removed during the OFM investigation exposing the entire poured concrete foundation. The examination showed that there was some debris left at the east, the southeast corner and the northeast corner of this basement but the remainder of the basement was virtually cleared out.

This basement was constructed of poured concrete foundation walls and floor and there was significant cracking observed to the foundation walls. There was no evidence of any specific damage that would indicate a specific area but there was significant cracking, not only vertical cracking, but also horizontal cracking was found. The entire garage, which is attached to the southeast corner of the structure, had been demolished and removed and contents possibly from this garage and / or maybe even the neighbouring garage were found piled out front. This debris consists of cylinders of various types and shapes and sizes that contained product that based on the examination they found there was no evidence of any damage to them that would suggest that these items may have been connected in any way to the fuel source for this fire.



The overall examination of the basement found that a natural gas fuelled forced air furnace and a natural gas fuelled hot water tank were still in place in the foundation.

The first item examined was a natural gas fuelled forced air furnace and the gas valve was still in place and it was noted that the gas line extending in through the north side of this appliance, that the supply line was severed at the union and remnants of the line were still contained inside this threaded connection. This would indicate that the supply line going into this furnace was intact and it severed likely as a result of the explosion or the collapse of this structure.

The furnace is manufactured by Clare and was in reasonably good condition with no evidence of any internal issues and internal failures. Ducting had been removed along with the gas supplyline, which would have extended down the side of this appliance and then supplied the appliance from the north side.

The second item located was a 40 gallon natural gas fuelled hot water tank. The hot water tank had suffered damage and was deformed and all the supplying gas line to this appliance had been disconnected. The Unitrol valve was gone and it would appear that sections of gas line were also gone and the burner had been removed from the interior of this appliance and was found lying on the ground. The burner is the type that would maintain a standing pilot. Noted on the side of the hot water tank and above the location where the Unitrol valve was located was a burn pattern extending up the side of the appliance. No other burn patterns were found on the furnace and no burn patterns were observed on anything else that remains at the conclusion of this explosion. This was the only burn pattern. This may suggest that at the time of the explosion flames flashed back to this area.

Located on the ground was what appeared to be a section of the main gas feed for these appliances. The main 1½ in. gas line extended into the home with a dropline, which likely led to one of the appliances. At the bottom of this drop section was a T and two of the three openings of the T, was evidence that the lines were severed indicating that this was intact at the time of this explosion. Another section of line was also found and it would appear to be a section that had a threaded connection and the threaded connection was broken. Also located was a drip pocket and T connection, which is typically found at the bottom of the supply line. This may have supplied the furnace or may have supplied the hot water tank. There should have been one for each of these appliances and there was only one left, which would indicate that one was likely removed by the OFM Investigators. The one that was left



showed that at the shut-off valve it had been manually disconnected, the drip leg was in place with the pocket and the supply line off the T was also disconnected.

Another supply line, which was an L-shaped supply line, was found and two ends were threaded and appeared to have been disconnected. It is unknown if these disconnections were done as a result of the investigation or part of the investigation.

Located in the northeast corner of the basement were remains of an alarm system that was present inside this house. It is also likely the area where the main electrical feed would have entered the house and it is possible that the electrical distribution panel was in this corner as well. The electrical panel and the feed were gone and none of the equipment was present at the time of my arrival.

The examination of the northeast corner and in the debris found the remains of the electrical service, which extends down into the foundation from the exterior and at the northeast corner of this structure.

Based on the examination of the scene and the remaining natural gas components that were found in the house there would appear to be at least one section missing and it is possible it came from the drop line that supplies the hot water tank. The drop line that was found in the debris possibly went to the natural gas fuelled furnace. In conversation with Mr. John Montgomery he did confirm that two exhibits were taken from the scene – one being a section of natural gas line and the second exhibit was one of the acetylene tanks. These have been retained for further examination purposes.

The sequence of events leading to this fire would suggest that a readily ignitable fuel was dispensed within this home in a vapour form. This quite possibly could have been and was a main concern that it was natural gas. It would appear that this house was likely filled with a large quantity of natural gas and then as a result of one of the many ignition sources in this home, ignited the product, which resulted in this explosion. Two standing pilots were located in the basement – one was for the natural gas fuelled furnace and the pilot is situated approximately 27 in. above the floor. The second is the standing pilot for the hot water tank, which is set at approximately 6 in. above the floor. There are also other ignition sources within the main level that may have been involved, it could have been one of many appliances that were in the home or some item that generated a spark. It is also unknown if the actions or the activities of the occupant of this home, who is the deceased Mr. Paul Zigomanis, may have



been a contributing factor. These circumstances could not be identified and could not be confirmed.

Based on the review of this scene, the examination of the remaining components and the state of the structure at the conclusion of this explosion this house was completely destroyed by a vapour fuelled explosion as a result of an unknown ignition source. At the present time there is a concern that natural gas would be the fuel involved in this explosion and also at the present time how this fuel was able to escape the sealed delivery system is also unknown. At this point this investigation is still ongoing and exhibits have been retained by the Ontario Fire Marshal's Office as part of their investigation.

## **EXHIBITS**

During the examination of this fire scene by the Ontario Fire Marshal's Office Investigators, exhibits were retained from the scene for further examination purposes.

## **EXHIBIT EXAMINATION RESULTS**

On Tuesday, April 28, 2015 Mr. Dan Newburn of Origin and Cause Inc. attended the OFM facility in Sudbury, Ontario. The purpose of this visit was to view the exhibits that were removed from the scene by Mr. John Montgomery and these were viewed prior to them being forwarded for examination purposes. These items were documented by photographs and selected photographs have been attached for your reference.

In reviewing these photographs a section of the drop line for the hot water tank was examined and found that the union was attached to the drop line. It also showed that the second component was attached to the Unitrol valve and the connection between the two had been disconnected. Based on these photographs it would appear there was no evidence that this was forcibly separated and at the time of the examination by Mr. Newburn these components had been separated.

Another item that was also removed was a container of Acetylene. The valve area of this container was wrapped in tape and there was evidence of a fractured line exiting the tape. The whole item could not be examined and this was packaged and prepared for further examination purposes.

On Tuesday, October 27, 2015 I attended the Offices of the Ontario Fire Marshal's Office in Midhurst, Ontario. Present during this examination was Mr. Steven Hawken from Arcon Engineering, Mr. Armen Kassabian from Kassabian and Associates Inc., Mr. Ryan Cockle from Pario Engineering and Mr. Michael Martin from State Farm Insurance. Also present was Mr. Qadeer Choudry, P. Eng. from the Ontario Fire Marshal's Office.



Mr. Choudry advised that he attended the scene and assisted in the investigation with Mr. John Montgomery and during his examination he found the union on the supply to the hot water tank had been disconnected. Due to the collapse of the building these items were found on the floor and these items were retained and metalurgically examined and have been returned. The components, when returned, were placed separately into three separate plastic bags.

The Unitrol valve was in good condition and the drop leg also examined was also in good condition and the bottom cap of the drop leg was still in place. Mr. Choudry advised that during their examination they had found four to five pipe fractures within the building of the gas supply piping and these were deemed that this was due to the collapse of the building. As shown, the contents in the separate bags, Mr. Choudry indicated he could not recall the orientation of all the units and what component was connected to what.

The drip leg was approximately 8 in. in length and the components were in good condition. Examination of the union nut found that there were some tool marks observed or marks on this nut that could be attributed to tool marks. The Unitrol was a Robertson Unitrol R110RP and was also in good condition.

At the conclusion of these examinations there was no evidence of any failures of any of these components. There were no fractures observed and based on this initial examination the components that had been disassembled as a result of the metallurgical examination were all in good condition with no evidence of failure.

## DISCUSSIONS

The examination of this fire scene has failed to specifically establish the cause of this fire due to the extensive overhaul of the scene by the Ontario Fire Marshal's Office. This event was a house explosion with limited to no fire and the fuel for this fire would appear to be a vapour fuel and this explosion is consistent with a vapour fuel explosion. The Ontario Fire Marshal's Office who conducted the examination and excavated the scene found disconnected natural gas line leading to the hot water tank and a disconnection in the supply line would allow natural gas from within the sealed delivery system within the house to escape the delivery system and spread within the house. The reason that this fuel was able to escape the delivery system was due to the fact that the delivery system was compromised.

I had not had the opportunity to view any of these components in situ and was only allowed to





examine these components in the controlled environment of the Ontario Fire Marshal's Office. Based on the observations it would appear that the separation of these components would be the result of a deliberate separation as these components would not have separated on their own or this separation would not occur as a result of the explosion. Based on the examination of these components this fire would appear to be the result of the deliberate release of natural gas from the secure delivery system, which provided the fuel for this explosion.

## CONCLUSIONS

Based on all the information that has been obtained plus the examination of the components at this fire scene, this fire has been determined to be the result of the deliberate disconnection of a section of natural gas delivery system in the immediate area of the hot water tank. This allowed for the natural gas contained within this delivery system to escape the delivery system, was able to migrate throughout and collect within the structure and the resulting fuel was ignited by one of the many ignition sources that would have been present within the house and within the basement. This explosion caused the complete demolition of the house, also resulted in the death of the one occupant and that a very minimal fire occurred within the close proximity of this hot water tank. Based on all this information this fire is being classified as Incendiary.

## FURTHER COURSE OF ACTION

Unless further information is made available or instructions received please consider this to be my final report regarding this loss.

## ATTACHMENTS

1. A series of photographs taken during the examination of this fire scene.
2. A series of photographs taken of the exhibits prior to being examined.
3. A series of photographs taken of the exhibits removed from this fire scene.
4. A plan drawing of the basement level of the structure.
5. A copy of the Toronto Fire Services Emergency Incident Report.

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John R. Coull, CFEI, CFII

**Origin and Cause**

JRC/ldj

# APPENDIX S

**Peter Crawley**

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**From:** Prosper\_Benchetrit@avivacanada.com  
**Sent:** January 4, 2016 9:42 AM  
**To:** Peter Crawley  
**Subject:** RE: Zigominis- Origin & Cause Report- Toronto Fire report- Invoice from CDT for clean-up  
**Attachments:** F0603 JRC report.pdf; F0603 JRC photo list 1.pdf; F0603 JRC photo list 2.pdf; F0603 JRC photo list 3.pdf; F0603 Toronto Fire Report.pdf; F0603 Basement Floor Plan.pdf; Brimley Rd Invoice.pdf

Good morning Peter, please find attached the Origin & Cause reports with photos along with the Toronto Fire Report. The cause as you will note in the report has been determined to be a deliberately set act by the occupant of the home Mr. Paul Zigomanis. As discussed and as a result of the investigation, Aviva Canada will be responsible to pay 66% of the total loss for the two surviving family members. The 33% share representing Mr. Paul Zigomanis is being denied.

Demolition/Debris Removal:

Please also find attached the final invoice from CDT International representing the costs for the massive clean-up required and as directed by the Ontario Fire Marshall. The total costs for the work completed is \$114,934.82. Included in this amount is the storage fees for the vehicle which is not included in the homeowners property claim totalling \$4396.07 (\$3473.50 plus Profit & Overhead and taxes) After deducting the storage costs the balance outstanding is \$110,538.75. As noted above, our share will be 66% which is calculated to be \$72,955.58. The balance of \$41,979.24 will be deducted from the contents settlement.

Contents:

It was previously agreed that the total contents loss will be \$100,000.00 (cash settlement) As noted above, we will be responsible for 66% for a net balance owing of \$66,000. As we will be paying CDT International's invoice (\$114,934.82) for the debris removal, we will be deducting the portion owing from the estate as noted above in the amount of \$41,979.24. This leaves a net and final amount owing of **\$24,020.76** to conclude the contents portion of this loss.

At your convenience, please give me a call to discuss the above as well as the potential building settlement.

Regards,

CDT International- Invoice for clean-up/debris removal



**Prosper Benchetrit**  
 Claims Specialist  
 National Property Claims

# **APPENDIX T**

150 York Street  
Suite 1600  
Toronto, ON M5H 3S5  
Canada  
Office 416.497.0150  
Fax 416.496.3839  
[www.farberfinancial.com](http://www.farberfinancial.com)

February 9, 2016

Via email: [jay@cdtcat.com](mailto:jay@cdtcat.com)

CDT International  
26 Burford Road  
Hamilton, ON L8E 3C7

**Attention: Mr. Jay Lozecki**

Dear Sir:

**In the matter of the Estate of Paul Zigomanis, deceased**

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In our capacity as court appointed Estate Trustee During Litigation (the "Trustee") of all property and assets of the estate of Mr. Paul Zigomanis, deceased, please be advised that in consideration of One Dollar (\$1.00 CAD), the receipt and sufficiency of which is hereby acknowledged, we do hereby sell and release our interest, if any, in the following vehicle to CDT International ("CDT"), on an as-is where-is basis with no warranty expressed or implied, for the exclusive purpose of allowing CDT to dispose of the vehicle to a scrap dealer for recycling purposes:

i) 1990 Buick Regal VIN 2G4WB11T2L1457187

We further advise that we have confirmed with the Ontario Ministry of Transportation that the aforementioned vehicle is registered as being owned by Paul Zigomanis of 3356 Brimley Road, Scarborough, Ontario.

Thank you for your assistance in this matter and don't hesitate to contact the undersigned if you have any questions or concerns.

Yours truly,

**Jonathan Cooperman of A. Farber & Partners Inc., Estate  
Trustee During Litigation of the Estate of Paul Zigomanis**



Per: Peter Crawley, MBA, CPA, CA, CIRP  
Senior Manager



# APPENDIX U

Ministry of Community Safety  
and Correctional Services

Ministère de la Sécurité  
communautaire et des Services  
correctionnels



Office of the  
Fire Marshal and  
Emergency Management

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

2284 Nursery Road  
Midhurst ON L0L 1X0  
Tel: (705) 725-7250  
Fax: (705) 725-8465

2284, chemin Nursery  
Midhurst ON L0L 1X0  
Tél: (705) 725-7250  
Télééc: (705) 725-8465

SENSITIVITY CLASSIFICATION - HIGH

**10 February 2016**

Mr. Peter Crawley  
Farber Financial Group  
150 York Street  
Suite 1600  
Toronto ON M5H 3S5

Dear Sir:

**SUBJECT: YOUR REQUEST FOR A COPY OF THE FIRE INVESTIGATION REPORT**

**Address: 3356 Brimley Road Toronto**

**Date: 20 April 2015**

**Occurrence #: 161-006-2015**

Enclosed is a copy of Fire Investigator John Montgomery's report pertaining to the fire at the above noted location.

If you require any further information or have any concerns, please contact my Administrative Assistant, **LISA LANCASTER** at (705) 725-7250.

**The Fire Investigation Report, and the information contained therein, is being provided within the provisions of the *Freedom of Information and Protection of Privacy Act (FIPPA)* and shall not be disclosed, photocopied or given to any other persons unless you have the consent of the Office of the Fire Marshal & Emergency Management or are permitted by law.**

Yours truly,

Mike Potvin  
Operations Manager  
Fire Investigation Services

MP:ll

Encl.



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# Fire Investigation Services

Fire Investigation Report

Investigation No.: 161-006-2015



**Investigation No.:** 161-006-2015

**Occurrence Date:** 20-Apr-2015

**Alarm Time:** 16:25:00

**Street. #:** 3356

**Street:** Brimley Road

**Apt. #:**

**City:** Toronto

**Municipality:** Toronto

**Province:** ON

**Original  
Signed Copy  
on File**

\_\_\_\_\_  
**John Montgomery**

Fire Investigator

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Wayne Romaine**

Technical Reviewer

\_\_\_\_\_  
Date





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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

**Major Occurrence:**

Explosion  Fire Fatal  Non-Fire Fatal  Serious Injury  Large Loss  Fire Safety Issues

**Fire Investigator:** John Montgomery

**Fire Investigation Supervisor:** Jeffrey Minten

**Occurrence Date:** 20-Apr-2015

**Alarm Time:** 16:25:00

**Street:** Brimley Road

**Street. #:** 3356

**City:** Toronto

**Apt. #:**

**Municipality:** Toronto

**Postal Code:**

**Attending Fire Department:** Toronto Fire Services

**Attending Police Department:** Toronto Police Service

**Fire Cause:** Incendiary - Arson - reckless

**Property Type:** Detached Dwelling

**Property Loss:** \$1,000,000

**FD Incident Number:** F15036960

**Content Loss:** \$200,000

**FD Initial Attack:**  Offensive  Defensive

**Exposure Loss:** \$2,000,000

**FD Date and time On Scene:** 20-Apr-2015 16:29:00

**Total Loss:** \$3,200,000

**Date of Applic of the Agent:**

**No Agent Applied:**

**Scene Release Date:** 25-Apr-2015

**Status:** Release

**Report Approved Date:** 19-Oct-2015



# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

### 1 Introduction

#### 1.1 Response Criteria

On 20 April, 2015 The Toronto Fire Service and Police and Ambulance Services responded to a 911 call that advised of a residential structure explosion located at 3356 Brimley Road in Toronto. The Toronto Fire Service, Toronto Police Services and Emergency Medical Services responded to the address.

Initial arriving police and fire personnel observed that the residential structure located at the reported address had experienced a large scale explosive event. No exterior or interior structure remained and structural debris was strewn across a large area surrounding the location where the original detached residential dwelling had been located.

Primary search and rescue activities by fire service members yielded the discovery of a single person within the debris radius field. The person was attended to upon discovery however it was determined that no vital signs were present. The coroner attended and the person was transported from the scene.

The Office of the Fire Marshal and Emergency Management were notified by the attending fire service. Investigators and Operational Support personnel were assigned and attended the scene.



Figure 1 – Pre-explosion and post-explosion exterior of residence



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

### 1.2 Preliminary Information

Preliminary information received was fully indicative of a residential structure explosion. The observations made by first arriving fire personnel confirmed this event. There were no exterior or interior walls or framing structure remaining in place. The debris from the structural explosive event had scattered debris from the residence(s) in a wide field that extended to all sides. Damage to the adjoining residential structures was apparent with the adjacent dwelling located at 3358 Brimley Road also presenting a high degree of structural damage.

Search of the main and adjoining structures was undertaken and occupants were evacuated from the scene. No life threatening or severe injuries were reported aside from the discovery of person #1. Treatment for minor injuries was undertaken at the scene, with some requiring emergency hospital treatment with subsequent release.

A single male (person #5) was located exterior to the main structural foundation walls, situated at 3356 Brimley Road. The person was discovered by firefighters. The male was assessed and emergency resuscitations was attempted. Paramedics attended and assessment of the victim was again undertaken. No vital signs of life were detected. The victim was declared vital signs absent. The coroner provided authority for removal of the deceased from the scene.

The area was secured and a perimeter was established by police. Services were shut off to the area including the electrical, water and natural gas. Arriving emergency crews ensured the area was safe to allow further investigation.



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015



3358 Brimley Road

3356 Brimley Road

Figure 2 - Aerial view of structure - post-explosion

### 1.3 Investigative Authority

The fire scene was investigated under the authority of the Fire Protection and Prevention Act (1997). Details of the investigation will be provided to the Office of the Chief Coroner of Ontario and the investigating coroner in order to assist in their investigation of the death related to this fire as per the stipulations contained within the appropriate legislation, (Coroner's Act).

The exhibits seized during the course of the investigation were collected under the authority of the Fire Protection and Prevention Act (1997). Exhibits were secured, processed and retained or disposed by the assigned fire investigator. A criminal code search warrant was not obtained nor was one sought in the investigation of this occurrence.

### 1.4 Involved Agencies

The following agencies were involved in the investigation of this occurrence. The investigation was conducted such that all agencies were collectively involved in the process. Each duty and/or responsibility was conducted as per the agencies expertise and mandate.

The Office of the Chief Coroner of Ontario provided on-site expertise regarding the investigation and facilitated the investigative authority to conduct the investigation.



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

The Toronto Fire Service provided immediate on-site attendance and scene control. Assistance was also provided on an on-going basis as to resources and equipment as required.

The Toronto Police Service provided immediate response services including scene control and security. Additional resources and expertise were provided through investigative services and forensic assistance and specialized technical services.

The City of Toronto Building Department provided technical expertise and knowledge regarding safety and construction of the affected structures and services.

The City of Toronto Public Works Department provided security barriers and transportation access to the scene facilitating scene security and safety.

The Technical Safety and Standards Authority provided expertise and knowledge on-site regarding the natural gas delivery systems and equipment and appliances within the scene.

The Electrical Safety Authority provided on-site expertise regarding the electrical services at the scene.

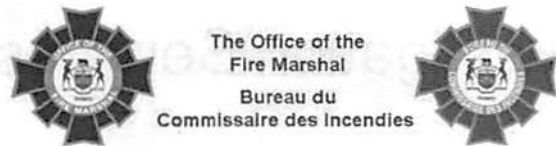
The Office of the Fire Marshal and Emergency Management provided on-site investigation services including, scene safety, investigation, excavation, remediation and coordination of public and private agencies and resources as required. Additional resources from O.F.M.E.M. – forensic engineering were utilized in the on-site and post-investigation examination process. A report from the investigation, examinations and conclusion from the assigned O.F.M.E.M. forensic engineers was submitted. The forensic engineers report is referred to within the fire investigation report as an appendix.

## 2 Scene Description

The scene is described as a two storey, single detached dwelling located in a residential neighbourhood within the City of Toronto at 3356 Brimley Road. The residence fronts onto Brimley road oriented in an easterly direction toward the roadway. The residence and property lot are fully serviced with electrical, sewer, water, and natural gas.

The structure is wood framed with a peaked gabled roof design covered by asphalt shingles. The exterior walls are covered with bricks with some vinyl accent sections. The double car garage is attached and located to the front of the property. There is a fully below grade basement and partially finished with poured concrete walls and floor. The electrical service enters via underground conduit to a service panel located in the basement. The natural gas service also





# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

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enters via underground piping from the street into the basement on the north side. The heat is provided by a natural gas - forced air furnace. The hot water is also fuelled by natural gas. An air conditioning unit is located exterior to the residence.

The interior of the residence is wood framed with drywall or gypsum board covering. Recovered debris would indicate that the floors were wood framed and covered with a combination of materials...including hardwood, laminate, linoleum and ceramic tile. The windows are wood framed with vinyl cladding to the exterior. It appeared the windows were designed with both fixed pane and horizontal sliding although it was not possible to fully ascertain the exact design and location.

The main visible door that affords access is located on the front exterior side of the structure. It was assumed that there was at least one other door that afforded access to the interior of the structure however this could not be confirmed.

The house encompasses over 2000 square feet of living space. There have been no major structural or interior renovations to the structure in the last five years.



## Fire Investigation Report

Investigation No.: 161-006-2015

### 2.1 Definitions

The following definitions as they pertain to explosions are provided with appropriate references for the purpose of clarification and context.

**Explosion:** The sudden conversion of potential energy (chemical or mechanical) into kinetic energy with the production of heat, gases and mechanical pressure, (DeHaan, John, Kirks Fire Investigation 7th Edition pg. 746)

**Deflagration:** A very rapid oxidation with the evolution of heat and light and the generation of a low energy pressure wave that can accomplish damage. The reaction proceeds between fuel elements at subsonic speeds, (DeHaan, John, Kirks Fire Investigation 7th Edition pg. 746)

**Gas:** The physical state of a substance that has no shape or volume and will expand to take the shape of the container or enclosure it occupies (National Fire Protection Association 2014 Guide to Fire & Explosion Investigations, pg. 16).

**High-Order Damage:** A rapid pressure rise or high force explosion characterized by a shattering effect on the confining structure and long range missile distances (National Fire Protection Association 2014 Guide to Fire & Explosion Investigations, pg. 16).

**Low-Order Damage:** A slow rate of pressure rise or low force explosion characterized by a pushing and dislodging effect on the confining structure and short range missile distances (National Fire Protection Association 2014 Guide to Fire & Explosion Investigations, pg. 17).

**Ignition:** The process of initiating self-sustained combustion (National Fire Protection Association 2014 Guide to Fire & Explosion Investigations, pg. 17).

**Stoichiometric Mixture;** a mixture of reactants in which the quantities are exactly those needed for the formation of the specified products, with no excess of any reactant remaining after the reaction is completed. In a combustion process the reactants are oxygen and a fuel, (Principles of Fire Behavior and Combustion, Gann, Richard, Friedman, Raymond, pg. 285).

**Detonation:** A very rapid oxidation producing heat, light, and a pressure wave that can have a disruptive effect on the surroundings. This is an oxidation process that takes place at the surface of the reacting fuel (whether vapour or solid). This process occurs through the reacting materials as



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the shock wave is transmitted at supersonic speed(s)., (Dehaan, John, Kirks Fire Investigation 7th Edition pg. 746.)

Barholing Examination: Examination by where holes are made into the ground in areas and a natural gas sensing instrument is inserted into the holes for a reading of migrant fuel that may be present)., Fire Investigation, Principles and Practice, N.F.P.A., 3rd Edition)

Explosion Cause – The circumstances or conditions that allow the integral elements (fuel package, competent ignition (heat source) and oxygen) required for combustion/deflagration/detonation to occur.

### 3 Explosion Scene Analysis

#### 3.1 Explosion Origin

##### 3.1.1 Exterior Explosion Patterns and Debris Field

The scene was examined using a systematic framework guided by scientific fire principles and established 'best' practices. The scene examination commenced with the exterior examination and progressed to the interior. The examination process was based upon a continuum which allowed for the systematic examination of all exterior elevations and areas, including the debris field(s) and the surrounding properties. Events, evidence and observations were documented at the time of discovery or shortly thereafter using written field notes and digital photographs.

The scene was attended on 20 April 2015 by the assigned OFMEM investigative members. At that time the scene examination was focused upon the detection of any migrant natural gas still within the ground layers. Having established a secure and safe perimeter controlling access to the explosion scene, the ground/surface area surrounding the residence was barholed. 'Barholing' is a technique utilised in the natural gas industry, which enables effective location and classification of gas escapes emanating from distribution mediums including piping, conduit and mains. The bar holing that was conducted did not indicate any gas escapes or migrant gas concentrations within the surface/soil on, and surrounding the property.





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The scene was extensively searched by fire personnel, police, OFMEM and police canines for any survivors of the explosion event. Three canine units were put through the explosion scene. None of the canines 'indicated' to the presence of any survivors within the debris surrounding the property and the debris within the basement on the property. Physical search by fire and OFMEM did not yield to the discovery or recovery of any additional person(s).

Having ensured there were no additional person(s) within the structure or on the surrounding properties, the entire scene was documented, measured and photographed using 3-dimensional laser mapping system and digital photography. This process was extensive given the size of the scene and the debris field that the explosion had created, but the process captured all the relevant measurable and physical detail of the explosion scene.

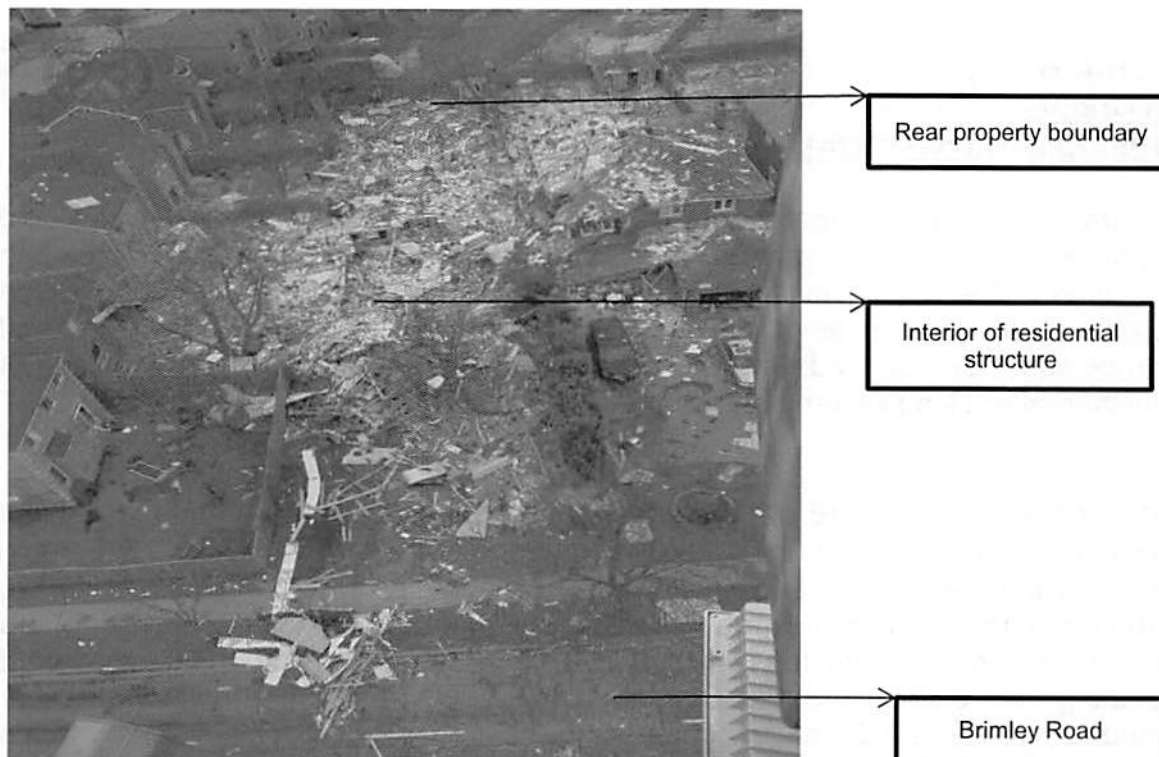


Figure 3 - Aerial depiction of explosion scene



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As *Figure 3* illustrates the explosive damage to the property and to the dwelling on the property was extensive. With the exception of the front garage section and a rear wall section of the main floor the entire two level residence exhibited considerable damage as no exterior wall on any exterior or interior elevation was vertical and/or intact.

A vailable video from social media was obtained and reviewed in addition to measuring and mapping the debris field and pattern. The debris field was radial. The debris on the ground and in a pattern around the detached dwelling that was approximately circular. Debris was spread around the main structure outward from the centre of the dwelling.

The explosion had caused structural damage to the adjacent detached dwelling situated at 3358 Brimley Road causing partial collapse of the south side of the dwelling. Dwellings 3360 and 3362 were also damaged by the explosive pressure wave to lesser degrees. Debris was measured from east to west at approximately 192 metres with the north south measurements approximating 110 metres. Falling debris could be seen in the trees on the property and across the roadways fronting onto the property on the east elevation and to the roadway (Port Royal Trail) on the south.

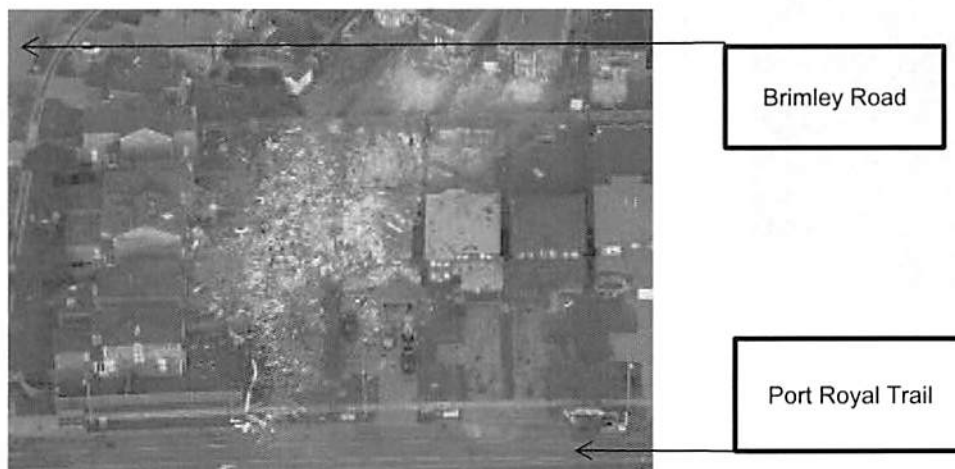


Figure 4 - Aerial view of debris field pattern. (Citynews.ca)

Figure 4 illustrates the extensive and expansive debris field pattern associated to the explosive event. The debris pattern is clearly visible as it extends to the rear or west of the property. This is a result of the relatively open area to the rear that contained no structures or dwellings in close proximity and allowed the debris to travel unobstructed by a solid structural elevation.



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The debris field was examined. The structural components and contents of the dwelling that comprised the debris field did not present any indication of burning or thermal degradation. Sections of window pane glass did not present any soot or smoke staining. There were relatively little or no combustion or burn patterns within the debris or remaining structure.

The initial examination of the debris by emergency workers yielded the discovery of the deceased (Person #5). The deceased was discovered exterior to the dwelling structure in the debris field on the south side of the property. The distance from the approximate centre of the remaining foundation of the dwelling to the deceased was 13.62 meters.

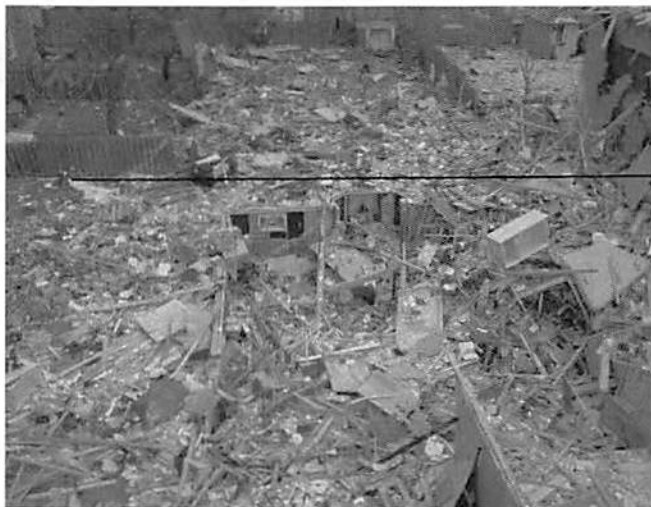


Figure 5- Exterior- Post-explosion

### 3.1.2 Interior Explosion Patterns

The interior was excavated using heavy equipment. The excavated debris was examined as it was removed from the interior of the residence. The debris from the interior as with the debris to the exterior did present an indication of combustion or burning. The wooden framing on the basement walls was intact in some locations, in particular the rear wall. No burning or fire pattern(s) were presented by the framing or wall coverings.



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# Fire Investigation Services

## Fire Investigation Report

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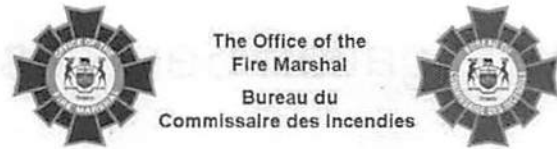
The excavation was undertaken and all the debris was removed from the interior of the structure to reveal the basement. The natural gas furnace and hot water tank were recovered. The natural gas piping and gas meter was also recovered. The natural gas meter was located on the north exterior side of the structure. The associated piping that provided the natural gas to the interior of the structure was also located. No fire damage was visible to the gas meter. The regulator associated to the gas meter and delivery system was also recovered intact, but resting on the ground on the north side.



Figure 6-Natural gas meter.

Tests were conducted on-site by an OFMEM forensic engineer and Technical Standards and Safety Authority inspectors. The tests indicated no leakage in the natural gas service lines. Additional tests conducted on site could not determine the pressure of the gas that was being provided to the structure at the time of the explosion as the internal diaphragm of the regulator was not intact.

The furnace and hot water heater were examined. The appliances were recovered in the north west section of the basement. The furnace was a forced air, natural gas fuelled appliance. The hot water heater was also sourced to natural gas. The appliances were examined on-site with related gas supply piping components being seized and secured for subsequent examination (OFMEM-Forensic Engineer Report-161-006-2015).



# Fire Investigation Services

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Figure 6- Furnace and Hot water heater in situ.

The furnace was examined and did not present any explosive damage. There was no fire damage or outwardly distended metal panels on the appliance that may have indicated explosive damage from the interior of the furnace. The ignition system of the furnace was hot surface ignition. The natural gas control valve associated to the furnace was found to be in 'open' or 'on position allowing natural gas to flow to the appliance. The on-site examination by OFMEM engineer documented a pipe fracture in the interior of the furnace. The fracture was located where the natural gas pipe connected to the inlet of a union, upstream of the gas control valve. All other gas connections exclusive of the fracture were secure.

The natural gas hot water heater was examined. The cylindrical tank was not buckled or outwardly damaged to the exterior curved panel surface. The hot water heater fuel (natural gas) was ignited by a standing pilot light system. The hot water heater presented minor fire damage to the exterior. As Figure 7 illustrates the damage was to the surface of the tank above the gas control valve of the appliance.





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Thermal damaged  
area

Figure 7 - Hot water heater

No internal damage to the hot water tank was documented by the examining OFMEM engineer. The position of the gas control valve could not be determined as the dial located at the top of the control dial was not recovered.

A detached natural gas piping union was discovered during the examination of the hot water heater. The threaded union with the nut was found in a fully detached position. The union was secured for the purpose of subsequent expert examination. The results of the examination by the expert (metallurgist) and its subsequent significance will be discussed in an ensuing section.



Figure 8 - Detached natural gas piping union.



# Fire Investigation Services

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The entire property both exterior and interior was excavated. All debris was examined visually and physically to determine items of evidentiary value or significance. Among the items recovered were personal items and belongings believed to belong to the deceased (person #5). Additional items recovered included bottles of acetylene, oxygen and assorted tools associated to the occupation of the deceased.



Figure 9- Excavated basement interior and recovered items.

### 3.1.3 Isolation of Explosion Origin

The isolation of the explosion origin in relation to the examination, excavation, documentation of the scene and post-examination forensic examination would indicate that the explosion initiated to the interior of the residence. Based upon the documented damage, the explosion was within the structure itself. The displacement of the entire exterior and interior walls, ceilings, and roof supports that the main force of the pressure wave generated by the explosion was up ward and outward from the interior of the structure. The radial pattern of the debris to all sides of the structure and video and photographic evidence depicts the event. Figure 11 clearly illustrates the movement of debris vertically and the laterally.



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Figure 10- Video capture of explosion (internet) and post explosion exterior

It is difficult, based upon the magnitude of destruction to specifically establish an exact location within the structure that defines exactly where the explosion occurred.

### 3.1.4 Explosion and Fire Spread Sequence

There was no post explosion fire associated to this event. The debris examined to the exterior and interior of the site did not display any indication of burning or thermal degradation. Glass fragment(s) examined did not have any smoke or soot on their surface(s). The explosion did not precipitate a fire.

### 3.1.5 Post Explosion Fire Spread (Exposure)

There was no post explosion fire spread involved.





# Fire Investigation Services

## Fire Investigation Report

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### **3.2 Consideration and Isolation of Fuel Involved**

As previously discussed, the residence was serviced with natural gas which supplied the hot water tank and furnace located in the basement of the structure. The appliances were examined by the assigned OFMEM forensic engineer. There was no evidence that was found through the examination of the gas fuelled appliances that would support them as the fuel source for the explosion. No fire damage, either internal or external and no explosion damage(s) were observed to the appliances themselves.

The natural gas service piping leading to the structure was examined and tested for the presence of a migrant fuel leak below grade level. The barholing procedure engaged by the utility company saw the entire perimeter of the residence and property checked and surveyed. There was no evidence to suggest migrant gas below grade level was the fuel source for the explosive event.

The introduction of natural gas within the residence was considered as a potential fuel source for the explosion. The excavation and reconstruction of the natural gas distribution piping and appliance examination (conducted by engineering personnel), indicated that the hot water heater gas supply piping was discovered and documented as an open, unthreaded gas pipe union. The threads of the union were visually examined at the scene and did not present any visible or overt damage.

The section of piping that held the union was submitted for examination by a metallurgist. The results of the examination determined that the union had not been threaded together prior to the explosion as the threads on the nut and on the male end of piping did not present any deformation to suggest that their separation had occurred from explosive loading. The union had been disconnected at some time prior to the explosion. This set of circumstances would have allowed natural gas to flow into the structure via the open end of the union fitting. (*Steel Image Inc, Project Number R15-151, Turcott, Shane M.A.Sc.*).

### **3.3 Consideration of Ignition Sources**

The dynamics of the explosion are such that a single mechanism of ignition cannot be credibly isolated over others considered and identified within the structure. Explosions result from the presence of a diffused fuel vapour within a confined environment and the presence of a competent ignition source. The introduction and application of a volatile organic substance in the form of an explosive mixture is the dominant component in the determination of cause of the explosion. The determination with regards to cause opinion will be discussed in the 'Validation and Testing of Hypothesis' section of this report.



## Fire Investigation Report

Investigation No.: 161-006-2015

The residence of origin was equipped with electricity, which serviced numerous appliances throughout the dwelling. The electrical workings of each of the appliances and items were considered as a competent mechanism of ignition means. Additionally, mechanisms such as static electricity were also considered in the hypothesis development as were other ignition sources that complied with the required energy requirements to ignite natural gas.

### 4 Explosion Cause Analysis – Validation & Testing of Hypothesis

A comprehensive explosion scene investigation requires the formulation and consideration of various hypotheses regarding the origin and cause of the explosion. This systematic process was utilized to make the determination of the origin, cause and circumstances of this event. The information provided by witnesses, involved persons and other person(s) was considered to be truthful at the writing of this report. Any subsequent information that is presented that could affect the content or data will necessitate a re-evaluation of any or all proposed conclusions and hypotheses.

The directional displacement and force vector analysis resulting from the explosion discussed under the examination of the debris field and exterior and interior examination support the explosion originating from within the confines of the residence. It is not possible to state precisely where the explosion initiated.

All four exterior walls and roof were displaced outwards and upwards from their original construction configuration. This is an indicator of the strength of the pressure wave that was associated to the deflagration. Material(s) from the dwelling were found over 200 metres away. Adjacent dwellings considerable distances away displayed structural damage to due to the magnitude of the explosion.

Vytenis Babrauskas's indicates in *The Ignition Handbook* that the explosive range of natural gas is 5% - 15% in air (pg. 1042-1043). The introduction of natural gas into the interior of the unit allowed the diffused vapours to mix readily with the available oxygen. In this instance a sufficient amount of natural gas mixed with the available oxygen (within its explosive range) in a confined environment. One of the several competent ignition sources contacted the fuel/air mixture resulting in the explosion.



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## Fire Investigation Report

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The hypothesis that can be postulated based upon all the known information and evidence is that the explosion that occurred at 3356 Brimley Road was the result of a disconnection of the natural gas union associated to the hot water heater located in the basement of the residence. The ½ inch pipe allowed for natural gas to flow into the basement and throughout the structure. The natural gas combined with air to form a stoichiometric mixture that was ignited by a competent ignition source. The resulting explosion from the ignition of the natural gas caused a pressure wave to move laterally and vertically displacing the above grade structural elevations. The pressure wave displaced the walls, ceilings and roof on the interior and exterior of the structure creating a widespread and approximate radial shaped debris field. There was no post-explosion fire as the stoichiometric ratios of natural gas (fuel) to oxygen (air) were at, or very near, the point where there was no excess of any reactant remaining after the explosive reaction.

## 5 Conclusion

The explosion was fuelled by natural gas that was introduced into the interior by direct human intervention. The natural gas union that formed part of the supply piping to the hot water heater was separated at some point in time prior to the explosion. The action of disconnecting the union allowed for natural gas to flow into the interior of the structure. The exact or precise ignition source of the explosion cannot be identified due to the magnitude of destruction and the numerous potential sources within the dwelling.

## 6 Fire Safety Issues



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# Fire Investigation Services

Fire Investigation Report

Investigation No.: 161-006-2015

## EXHIBITS

Exhibits Seized Yes  No

Exhibit Number: 1

Description: Component of natural gas connection to Hot Water heater

Seal Number: Date: 24-Apr-2015 Time: 00:00:00

Exhibit Log: Exhibit seized and transported.  
Lodged in Property vault in Sudbury  
11 May 2015-Exhibits removed and transported to Midhurst for  
non-destructive examination-Operational Support.

Exhibit subsequently re-lodged in Sudbury property vault.

2015/07/21 13:10 McGlashan secured box with Exhibits 1 2 returned from  
Steel Image by courier in Bin 40

Exhibit Status: Engineering Completed

Sent for Testing:

FPE Comment:

FIA  Full Report

## CFS Results

Verified:

Identification:

Name:



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

**Exhibit Number:** 2

**Description:** Component of natural gas Hot Water tank system

**Seal Number:** **Date:** 24-Apr-2015 **Time:** 00:00:00

**Exhibit Log:** Seized and transported.  
lodged in property Vault-Sudbury

11 may 2015 - Exhibits removed and transported to Midhurst for  
Operational Support visual Examination - subsequent to examination-  
returned to Sudbury secure property facility.

2015/07/21 13:10 McGlashan secured box with Exhibits 1 2 returned from  
Steel Image by courier in Bin 40

**Exhibit Status:** Engineering Completed

**Sent for Testing:**

**FPE Comment:**

FIA  Full Report

### CFS Results

**Verified:**

**Identification:**

**Name:**



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

**Exhibit Number:** 3

**Description:** Acetylene tank recovered from interior of basement.

**Seal Number:** **Date:** 24-Apr-2015 **Time:** 00:00:00

**Exhibit Log:** Collected and transported to Sudbury.  
Lodged in vault.

11 May 2015 - Exhibit removed and transported to Midhurst to facilitate visual examination.

Exhibit was not removed for examination.  
Returned to secure property facility in Sudbury

**Exhibit Status:** Hold

**Sent for Testing:**

**FPE Comment:**

FIA  Full Report

### CFS Results

**Verified:**

**Identification:**

**Name:**

### ELECTRONIC MEDIA

DVD

A series of photographs depicting the scene and other relevant phenomena were taken and stored on DVD.

### FIRE CAUSE

**Fire Cause:** Incendiary - Arson - reckless

**Motive:** Unknown

**Explosion Type:** Gaseous fuelled explosion, no appreciable fire

**Fuel Involved:** Methane (natural gas commercial)

**Property type:** Detached Dwelling

**Ignition Source:** Multiple Competent Ignition Sources

**Fuel of Ignition Source:** Not Applicable

**Area of Origin:** Other - unclassified





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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

**Object First Ignited:** Natural Gas  
**Incendiary Device:** None detected

### STRUCTURAL DATA ELEMENTS

**Complex:** Not Applicable  
**Building Status:** Normal (no change)  
**Occupancy Status:** Permanent - Person(s) Present  
**Construction Date:** After 1975  
**Number Storeys:** 2.0  
**Building Area:** 100-600 sq M (1,076-6,458 sq ft)  
**Floor Construction:** Combustible  
**Ceiling Construction:** Gypsum board  
**Roof Construction:** Combustible  
**Interior Construction:** Gypsum board on studs  
**Level of Origin:** Undetermined  
**Flashover:** No  
**Fire Spread:** Not applicable  
**Fire Spread Reason(s):**

**Smoke Spread:** Not applicable  
**Smoke Spread Reason(s):**

### FIRE ALARM

**Device Closest to the Area of Origin:** Presence undetermined (scene too damaged)

### HUMAN BEHAVIOR

**Number Persons in Structure:** 1  
**Number Persons Escaped:** 0  
**Building Safety Plan:** Not applicable  
**Plan Posted:** Not applicable  
**Followed Escape Plan:** Not applicable  
**Alcohol a Factor:**  
**Smoking a Factor:**



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# Fire Investigation Services

## Fire Investigation Report

Investigation No.: 161-006-2015

### FI ASSISTANCE

#### Anticipated Evidence of: John McGlashan

Fire Investigation Assist

Fire Investigator John Montgomery 161-006-2015  
Address: 3356 Brimley Road, Toronto  
Alarm Time: 2015/04/20 16:25:00

#### Summary of Findings

In response to an after-hours request for engineering assistance to this explosion investigation from Wayne Romaine I attended the scene to supervise air sampling for perishable ignitable gases/vapours in sanitary and storm sewer maintenance accesses and catch basins and in bar holes around the perimeter of the scene. I arrived on scene at 2015/04/20 20:30 and departed 2015/04/21 00:06. No competent sources of ignitable gases/vapours were found.

Immediately after leaving the scene I attended the Enbridge Gas at 3157 Kennedy Road, Toronto to witness the calibration testing of the GMI 500 Series combustible gas meter (serial number 532827) used for the air sampling noted above. When exposed to a gas sample containing 94 PPM CO and 2.5%v/v methane it displayed a reading of 49%LEL. The meter was working properly and passed the calibration test.

I returned to the scene on 2015/04/24, arriving at 13:54 and departing at 15:16. I observed part of the debris de-layering from outside the foundation.

The preceding is a summary of my findings in this assignment. My opinions or findings are based on the results of my physical examination for failure. My examination process has been well documented where applicable through the use of copious notes and 11 images which have been retained along with my field notes in the master file. This FI Assist entry is for OFM use and is not intended to comply with Rule 53 of the Rules for Civil Procedure. A formal report will not be created at this time but may be if instructed to do so by the Office of the Fire Marshal.

John McGlashan, P. Eng. 2015/11/02  
Forensic Fire Protection Engineer



# APPENDIX V


**Office of the Chief Coroner**

25 Morton Shulman Avenue  
 Toronto ON M3M 0B1  
 Telephone: (647) 329-1828  
 Facsimile: (647) 329-2013

**Bureau du coroner en chef**

25 avenue Morton Shulman  
 Toronto ON M3M 0B1  
 Téléphone: (647) 329-1828  
 Télécopieur: (647) 329-2013

January 29, 2016

*Rec'd - FR Feb 5/16*  
*x*

Mr. Jonathan Cooperman  
 Farber Financial Group  
 150 York Street, Suite 1600  
 Toronto, Ontario M5H 3S5

Dear Mr. Cooperman:

**Re:** Paul Zigomanis  
**Date Pronounced:** April 20, 2015  
**Our File No.:** 2015-4557

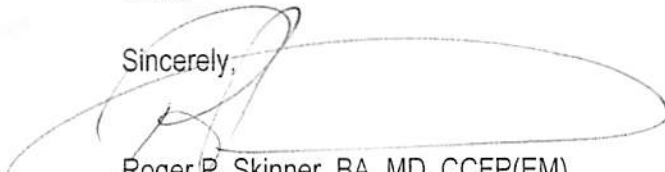
Further to our letter to you dated, December 2, 2015, concerning the above noted deceased individual, I have enclosed *copies of reports* referenced below, to which you are entitled under Section 18(4) of the Coroners Act.

The *Coroner's Investigation Statement* is submitted electronically and therefore does not include the investigating coroner's signature. The *Coroner's Investigation Statement* is released under my authority after my review for completeness and accuracy.

If you believe that the information documented in the enclosed reports is factually incorrect, please contact my office. If you have any questions about the investigation, you may contact the investigating coroner, *Dr. Yaacov Markus* at 905-597-5744.

I trust that this satisfies your request. If I can be of further assistance, please do not hesitate to contact my office.

Sincerely,

  
 Roger P. Skinner, BA, MD, CCFP(EM)  
 Regional Supervising Coroner  
 Central Region – Toronto West Office

Enclosures: copy of Coroner's Investigation Statement  
 copy of Post Mortem Examination Report  
 copy of Toxicology Report

c: *Dr. Yaacov Markus*

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<b>Statement #:</b> 2015-2427-B	<b>Coroner:</b> 20040 - DR Markus, Yaacov	<b>CIS Case #:</b> 2015-4557
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**Personal Details of Deceased**

<b>Name:</b> Zioomanis, Paul	<b>Gender:</b> Male	<b>Date of Birth :</b> 16/Feb/1958	<b>Age:</b> 57 yrs
<b>Address:</b> 3356 Brimley RD			
<b>City:</b> TORONTO	<b>Province:</b> ON	<b>Postal Code:</b> M1V 5B4	

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**Investigation Details**

<b>Status:</b> Final	<b>Inquest Required:</b> No	<b>Death Pronounced:</b> 20/Apr/2015
<b>By what means:</b> Undetermined		<b>Death Presumed:</b>

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**Environments**

**Environment(1)** PRIMARY

<b>Date:</b> 20/Apr/2015
<b>Municipality:</b> TORONTO
<b>Institution:</b>
<b>Environment:</b> Residence, on Property
<b>Death Factor:</b> Trauma - Blunt Force
<b>Address:</b> 3356 Brimley RD
<b>City:</b> TORONTO

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**Involvements**

**Reports Expected**

<b>Police:</b> Y	<b>Min. of Labour:</b> N
<b>Laboratory:</b> Y	<b>Other:</b> N
<b>Fire Marshal:</b> Y	

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<b>Pathologist</b>	<b>Hospital</b>
22021	DR Cunningham, Kristopher

---

**Medical cause of death:** Explosion-related Trauma  
**Due to / as a consequence of:**

**Contributing Factors:**

**Narrative**

On April 20, 2015, Toronto Police called to report the death of a 57 year old male, Paul Zigomanis, who was found dead in the rubble of a house explosion. This case was accepted as a sudden and unexpected death in a 57 year old male.

According to investigators, Mr. Zigomanis lived at the residence which was owned by his parents. Reportedly, there was an ongoing property dispute between him and his 2 sisters. He had a history of working as a gas fitter, and the Fire Marshall is investigating whether the gas line had been tampered with.

On examination, the decedent was found supine in a field of debris from a house explosion. He had bilateral externally rotated hips. There was a small puncture wound on the left buttock. There was a laceration over the right shin. There was no rigor mortis or lividity at the time of the exam. There was no other visible or palpable external trauma. The scene was littered with debris as the house had been completely destroyed. The blast had damaged neighbouring homes as well, in particular the home adjacent to the north.

Due to the circumstances of the death, a post-mortem exam was ordered. The final pathology report confirmed the cause of death as explosion-related trauma.

The Fire Marshall's report indicated that the cause of the explosion was ignition of natural gas from human intervention to the hot water heater, from separation of the gas union.

In summary, Paul Zigomanis was a 57 year old male who died in his residence on April 20, 2015, from explosion-related trauma. The

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<b>Statement #:</b>	<b>Coroner:</b>	<b>CIS Case #:</b>
2015-2427-B	20040 - DR Markus, Yaacov	2015-4557

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manner of death remains undetermined.

Regional Supervising Coroner's Note:

The Fire Marshal's investigator concluded that the gas connection to the hot water heater had been disconnected prior to the explosion. This disconnection allowed gas to flow into the house. The investigation did not determine the source of ignition/explosion.

The police investigation did not find evidence of foul play. There was no evidence that any person other than the decedent was involved. There was no evidence to assist in the determination of manner of death. The coroner considered both accident and suicide and concluded that the manner of death is undetermined.

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Coroner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REPORT OF POSTMORTEM EXAMINATION**

<b>Paul ZIGOMANIS</b>			
A728-15		DATE OF AUTOPSY	April 21, 2015
OCC: 2015-4557			
AGE/SEX	57 year old male		
PLACE OF AUTOPSY	Provincial Forensic Pathology Unit	CORONER	Dr. Markus
AUTOPSY ASSISTANT	M. Arias	RESIDENTS / FELLOW	Dr. S. Ashyn Dr. E. Bol Dr. R. Jacques
FORENSIC IDENTIFICATION OFFICER	Toronto Police Services: J. Andrejishyn (badge # 8696)	INVESTIGATORS	Toronto Police Services: Detective F. De Lio (badge # 482) Ontario Fire Marshal: S. Lorimer, Fire Investigator (badge # 219)

**HISTORY**

Information supplied by the Warrant for Postmortem Examination, high profile case e-mail, Police occurrence report and verbal communication with the police officers indicate that this 58-year old man, with a history of mental health issues and methadone treatment for drug addiction, was discovered dead following the explosion of his residence. Prior to the explosion, he was involved in a dispute with his siblings over the sale of the parent's house. He is reported to have a gas fitter license.

**CONTINUITY AND IDENTIFICATION**

The decedent's remains are present in a white body bag. A police seal (#1440915) is present on the external surface of a white body bag. A Coroner's identification bracelet is observed about the right wrist. This was used to establish continuity as well as identification of the decedent.

**EXTERNAL EXAMINATION**

**GENERAL OBSERVATIONS** The decedent is partially wrapped in a white and an orange sheet. The external surface of the body is clothed with evidence of thermal effect over his face and extremities. There was some evidence of recent medical therapy. The surface of the skin shows evidence of dirt, white drywall material and insulation.

**BODY HABITUS** Well nourished.

Autopsy: A728-15

HAIR	The scalp hair is brown and partly singed in the back.
EYES AND CONJUNCTIVAE	The eyes are brown. The conjunctivae are free of petechiae but are mildly congested.
MOUTH & TEETH	Uninjured. Natural dentition.
FACE, HEAD AND NECK	See Signs of Recent Injury. Two discoid scars, 0.5 and 0.3 cm, of the right forehead. Oblique, ovoid 3.0 cm scar on the left forehead. Oblique, linear, 1.0 cm scar of the back of the right side of the head.
CHEST	See Signs of Recent Injury.
ABDOMEN	See Signs of Recent Injury.
BACK AND BUTTOCKS	See Signs of Recent Injury.
UPPER ARMS AND ELBOWS	See Signs of Recent Injury.
FOREARMS AND WRISTS	See Signs of Recent Injury.
HANDS AND FINGERS	See Signs of Recent Injury. Yellow (nicotine) staining on the right index and middle fingers. Two discoid scars, 0.3 and 1.0 cm, of the left dorsal hand.
THIGHS AND KNEES	See Signs of Recent Injury.
LOWER LEGS	See Signs of Recent Injury.
FEET AND TOES	See Signs of Recent Injury.
EXTERNAL GENITALIA, GROIN AND PERINEUM	See Signs of Recent Injury.
EXTREMITIES	See Signs of Recent Injury. Horizontal, 2.5 cm, scar, on the anterior right forearm. Discoid, 0.5 cm, scar on the hypothenar eminence of the right hand. Rectangular scar on the dorsal right hand. Two discoid scars, 0.3 and 1.0 cm, on the left dorsal hand. Vertical, linear, 8.5 cm scar of the right buttock.
RIGOR MORTIS	Present and full.
POSTMORTEM HYPOSTASIS	Present on dorsal surfaces of the body.
DECOMPOSITION	Putrefactive decompositional not externally evident. Postmortem drying artefact, tache noir of the conjunctiva, is present.
CLOTHING & EFFECTS	The body is clad in a blue cardigan, a blue zippered jacket, blue sweater, white T-shirt, burgundy T-shirt, blue jogging pants and white socks. There is a gold-coloured ring on the left ring finger with an inscription in Spanish. In the right front pocket of the jacket, there is a book of matches with all of the matches present (none had been struck/used). The clothing has been transferred into the custody of the Fire Investigator.

**BODY MEASUREMENTS**

LENGTH	Approximately 5' 6"
WEIGHT	Approximately 171 lbs.
BODY MASS INDEX	~ 27.6 kg/m <sup>2</sup>

### SIGNS OF RECENT THERAPY

Evidence of recent medical therapy is identified and includes:

- a. Oropharyngeal airway
- b. Defibrillator pads on the anterior torso
- c. Bag mask on legs
- d. There is adhesive residue on the left antecubital fossa and a bandage on the left upper arm.

### SIGNS OF RECENT INJURY

1. *The order in which the injuries are described is arbitrary and does not necessarily represent the order of occurrence.*
2. *Injuries identified following both external and internal examinations are represented.*

### HEAD AND FACE

#### External examination:

##### ***Thermal Artifact***

1. Singeing of right and left upper eyelashes.

##### ***Red Bruises:***

2. Left cheek, 2.0 x 1.5 cm.
3. Left lower eyelid, 2.0 x 1.5 cm.
4. Red bruise, 0.5 cm, left back of head.

##### ***Abrasions:***

5. Red, 3.0 x 3.0 cm, abrasion over the left cheek.
6. Area, 6.0 x 5.0 cm, of geographic and punctate abrasions over the left temple that extends to the left upper eyelid.
7. Left forehead, 1.0 x 0.5 cm.
8. Right back of head, two, discoid = 0.5 cm; sharp, linear = 5.0 cm

#### Internal Examination:

1. There is a right subscalp hemorrhage, 5.0 x 3.0 cm.
2. There is hemorrhage within the left petrous bone.
3. There is bilateral subarachnoid hemorrhage.
4. The septum pellucidum is torn and associated with intraventricular hemorrhage.
5. Fracture/dislocations:
  - a. Left greater horn of the hyoid bone with minimal hemorrhage.
  - b. Atlanto-occipital dislocation.

### TORSO

#### External examination:

1. Area, 5.0 x 4.0 cm, of superficial abrasion of the middle of the back.
2. Two purple bruises, 5.0 x 2.0 and 1.0 x 0.5 cm, of the lower back.
3. Four bruises of the right buttocks that range from 1.0 to 3.0 cm

4. Multiple lacerations of the left buttocks: There were two full thickness lacerations, 0.3 to 0.5 cm. A musculocutaneous dissection of these full thickness lacerations did not identify metallic objects or projectiles.

Internal Examination:

5. Hemorrhagic Fractures of the Chest:
  - Right side: anterior 1-12; lateral 1-6; posterior 1-3, 5-1
  - Left side: lateral 1, 4-11; posterior 4-8; anterior 1-2, 4-10; parasternal 1-2
  - Sternal Body: at the level of the 3<sup>rd</sup> rib.
6. All of the body cavities have a fatty oily material admixed with hemorrhage.
7. Avulsion of the fat in the anterior mediastinum.
8. There are two near complete transections of thoracic descending aorta associated with mediastinal hemorrhage.
9. The right ventricle has a, 0.5 cm, laceration and a, 0.5 x 0.5 cm, area of hemorrhage that is associated with 100 mL of hemopericardium.
10. There is bilateral subpleural hemorrhage associated with bilateral hemothoraces (20 cc = right = left).
11. Diffuse hemorrhage of all lobes of the lungs with associated blood in the trachea.
12. Bilateral lacerations of the lower lobes of the lungs.
13. The right hemidiaphragm is lacerated and is associated with herniation of the stomach and spleen into the right pleural cavity.
14. There is 150 cc hemoperitoneum.
15. There are geographic seromuscular tears on the cecum and ascending colon.
16. Comminuted lacerations of the right and left lobes of the liver.
17. Peripancreatic soft tissue hemorrhage.
18. Two splenic lacerations associated with hemorrhage.
19. There is a hilar laceration and renal capsule avulsion of the kidney that is associated with left retroperitoneal hemorrhage.
20. Hemorrhagic Pelvic Fractures:
  - Bilateral sacroiliac joints
  - Left ischium
  - Symphysis pubis
  - Left acetabulum
  - Coccyx (tail bone)

## UPPER EXTREMITIES

***Thermal Artifact:***

1. Singeing of the hair on the dorsal left hand, left pinky and ring fingers.
2. Singeing of the hair on the posterior right forearm.

***Bruises:***

3. Red bruise, 6.0 cm, dorsal left thumb.
4. Cluster of three red bruises of the posterior left upper arm, 0.3 to 1.0 cm.
5. Rectangular red, 7.0 x 5.0 cm, bruise of the anterior right forearm with associated with a 0.5 cm abrasion.

***Abrasions:***

6. Dorsal right hand, red, 0.5 cm
7. Dorsal left thumb, red, 2.5 cm.
8. Dorsal left hand, 0.3 cm.
9. Dorsal left middle finger, 1.0 and 0.5 cm
10. Posterior left forearm, irregular 1.0 cm abrasion topographically associated with a, 3.0 x 2.0 cm, bruise.



11. Anterior left forearm, red, 0.5 cm.
12. Posterior left upper arm, red, 0.5 cm.

**Fractures:**

13. Right proximal humerus (determined by palpation crepitus)

**LOWER EXTREMITIES****Bruises:**

1. Medial left knee, red, 3.0 x 2.0 cm.
2. Left shin, faint, 15.0 x 3.0 cm.
3. Dorsal left foot, red, 0.5 cm.
4. Right anterior thigh, brown, 4.0 x 3.0 cm.
5. Right shin, two, red, 5.0 x 1.0 cm and 0.5 cm.
6. Medial right ankle, red, 3.5 x 3.0 cm.
7. Sole (plantar) right foot, red/purple, 4.0 x 3.0 cm.
8. Medial right great toe, red/purple bruise, 1.0 x 1.0 cm.

**Abrasions:**

9. Left knee, two, red abrasion, 1.5 x 1.0 cm each
10. Dorsal left foot, two, red, 0.5 and 3.0 cm.

**Fractures:**

11. The right leg is externally rotated and foreshortened.

**INTERNAL EXAMINATION****ORGAN WEIGHTS**

BRAIN	1430 g
HEART	350 g
RIGHT LUNG	490 g*
LEFT LUNG	430 g*
LIVER	1740 g
SPLEEN	110 g
RIGHT KIDNEY	120 g
LEFT KIDNEY	110 g

\* Lungs were weighed following selected tissue removal for the chemical analysis submission.

**BODY CAVITIES AND SOFT TISSUES**

Comment: All of the body cavities contain a yellow, oily material (interpreted to represent evidence of early putrefactive decompositional changes).

PERICARDIUM & CAVITY	Approximately 10 cc of serous. See Signs of Recent Injury.
PLEURA & CAVITIES	See Signs of Recent Injury.
PERITONEUM & CAVITY	See Signs of Recent Injury.
DIAPHRAGM	See Signs of Recent Injury.
RETROPERITONEUM	See Signs of Recent Injury.

ONTARIO FORENSIC PATHOLOGY SERVICE  
Autopsy: A728-15

Paul ZIGOMANIS / 6

MEDIASTINUM See Signs of Recent Injury.  
GENERALIZED SOFT TISSUES See Signs of Recent Injury.

#### HEAD AND CENTRAL NERVOUS SYSTEM

SCALP See Signs of Recent Injury.  
SKULL The calvarium and skull base are not fractured.  
See Signs of Recent Injury.  
MENINGES AND SPACES See Signs of Recent Injury.  
VERTEBRAL-BASILAR, Intact.  
CIRCLE OF WILLIS AND  
CEREBRAL ARTERIES  
BRAIN (EXTERNAL) See Signs of Recent Injury.  
BRAIN (INTERNAL) See Signs of Recent Injury.  
SPINAL CORD Not examined.

#### NECK AND RESPIRATORY SYSTEM

TONGUE Unremarkable. No intramuscular haemorrhages.  
SOFT TISSUES OF NECK There is no evidence of recent trauma.  
HYOID BONE & LARYNX See Signs of Recent Injury.  
TRACHEA, PRINCIPAL See Signs of Recent Injury.  
BRONCHI AND CARINA  
LUNGS See Signs of Recent Injury.

#### CARDIOVASCULAR SYSTEM

Annular circumference:

TRICUSPID VALVE	11 cm
PULMONARY VALVE	8 cm
MITRAL VALVE	10 cm
AORTIC VALVE	7 cm

Ventricular wall thickness:

RIGHT VENTRICLE	0.3 cm
LEFT VENTRICLE	1.0 cm
INTERVENTRICULAR SEPTUM	1.0 cm

HEART (EXTERNAL) See Signs of Recent Injury.  
CORONARY ARTERIES The proximal left anterior descending and right coronary artery show moderate (30-70%) coronary artery atherosclerosis. The circulation is co-dominant and the ostia are unremarkable.  
ATRIAL & VENTRICAR See Signs of Recent Injury.  
CHAMBERS  
FORAMEN OVALE Not patent.  
CARDIAC VALVES Unremarkable.  
MYOCARDIUM There is subendocardial "flame shaped" hemorrhages of the left ventricular outflow tract.  
AORTA See Signs of Recent Injury. Marked (complicated) atherosclerosis of the thoracic and abdominal aorta.

ONTARIO FORENSIC PATHOLOGY SERVICE  
Autopsy: A728-15

Paul ZIGOMANIS / 7

PULMONARY ARTERIES	Atheroma.
SUPERIOR AND INFERIOR CAVAL VEINS	Unremarkable.
BLOOD VOLUME AND STATE	Normal volume of clotted and fluid intravascular blood is identified.

#### DIGESTIVE SYSTEM

ESOPHAGUS	Unremarkable.
STOMACH CONTENTS	Approximately 200 cc of digested vegetables.
GASTRIC MUCOSA	Unremarkable.
INTESTINES	See Signs of Recent Injury. The intestines have been selectively opened.
LIVER	See Signs of Recent Injury. The liver parenchyma is firm but not fatty.
GALL BLADDER AND EXTRAHEPATIC BILE DUCTS	Pigmented stones. No cholesterolosis and no cholangitis.
PANCREAS	See Signs of Recent Injury. Otherwise unremarkable parenchyma.

#### GENITOURINARY SYSTEM

KIDNEYS	See Signs of Recent Injury. There is a laceration of the left kidney. There is surface granularity of the cortices.
URINARY BLADDER	Empty. Shows some muscular hemorrhage.
PROSTATE GLAND	Unremarkable.
MALE GENITALIA	See Signs of Recent Injury.

#### OTHER ORGANS AND TISSUES

SPLEEN	See Signs of Recent Injury.
LYMPH NODES	Not enlarged.
BONES	See Signs of Recent Injury.
SKELETAL MUSCLES	See Signs of Recent Injury.
PITUITARY GLAND	Not examined.
THYROID GLAND	Unremarkable.
ADRENAL GLANDS	Unremarkable.

#### ANCILLARY TESTING

TISSUE RETENTION	Small representative tissue samples have been retained in formalin with selected tissues processed for histology. Typically stored tissue samples will undergo disposition two years after completion of the postmortem examination.
HISTOLOGY	See below.
BIOCHEMISTRY	A sample of vitreous fluid is obtained and stored.
TOXICOLOGY	Toxicological samples have been collected and submitted for analysis. See attached toxicology report.

Autopsy: A728-15

DIGITAL PHOTOGRAPHY	An Officer from the Toronto Police Services obtained digital images of the postmortem examination. In addition, selected digital images of the postmortem examination were obtained by Pathology staff and are stored at the Provincial Forensic Pathology Unit.
RADIOLOGY	A routine computed tomography scan was performed prior to the postmortem examination. This did not reveal additional findings of forensic significance.
CHEMISTRY	Portions of the lower lobes of the right and left lungs were collected and submitted for analysis. See attached chemistry report.

**HISTOLOGY**

<u>Tissue</u>	<u>Block</u>	<u>Microscopic findings (in brief)</u>
CORONARY ARTERIES Right Left circumflex Left anterior	1-3 1 2 3	The sampled coronary arteries show moderate narrowing with fibro-calcific atherosclerotic plaques. There is a focus of non-occlusive intra-plaque hemorrhage in the left anterior descending coronary artery.
HEART	4-9	Foci of contraction band necrosis. No associated acute inflammatory infiltrate. The background myocardium exhibits a patchy interstitial fibrotic infiltrate and cardiomyocyte hypertrophy.
LUNGS	10-13	Acute intra-alveolar hemorrhage and inconspicuous fat emboli. There are foreign-body granulomata in the vessels, many of which exhibit birefringence. In addition, there are clusters of pigmented intra-alveolar macrophages and some of the vessels exhibit a thickened media.
LIVER	14	Bridging fibrosis with clusters of a mixed inflammatory infiltrate composed predominantly of lymphocytes and scattered neutrophils.
KIDNEY	15	Acute interstitial hemorrhage. Arterio- and arteriole-nephrosclerosis.
EPIGLOTTIS	4	Fungal elements embedded in the superficial layers of the mucosa with associated clusters of neutrophils. No black carbonaceous deposition on the mucosa. Scattered non-specific mucosal and submuscoal lymphocytes.

## OPINION

The postmortem examination was performed on a 58-year-old man, who had a history of mental health issues and was on a methadone maintenance treatment, was discovered dead following the explosion of his residence.

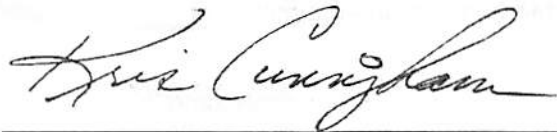
Overall, considering the historical circumstances and the scene information available, multiple medically and forensically relevant opinions may be proffered following completion of the postmortem examination and ancillary studies:

1. The major autopsy findings were acute trauma to the head and torso:
  - a. The head injuries included: lacerations, abrasion, bruises and thermal artifacts to the face. There was a moderate-sized subscalp hemorrhage, bilateral subarachnoid hemorrhage, tears in the brain parenchyma and separation of the head from the neck.
  - b. The torso injuries included: fractures of the rib cage, bruises to the lungs and heart, a tear in the right side of the heart and major vessels, bleeding around the heart and lungs, a torn diaphragm as well as liver, superficial tears of the large bowel, pelvic fractures as well as an extremity fracture.
  - c. These findings are all in keeping with explosion related trauma.
2. Toxicological analysis of the postmortem blood detected a potentially fatal level of methadone and a negligible, non-fatal, level of carboxyhemoglobin. Toxicity is dependent on tolerance. Given his history of known methadone treatment and the extensive injuries identified, methadone was not interpreted to have contributed to death.
3. Based on the case history and findings of the postmortem examination, death was attributed to explosion related trauma.

## CAUSE OF DEATH

**Part I: Immediate cause of death and antecedent causes, if any, giving rise to the immediate cause (a)**

<b>(a)</b>	<b>EXPLOSION-RELATED TRAUMA</b>
------------	---------------------------------



**Kristopher S. Cunningham MD, PhD, FRCPC**  
Forensic and Cardiovascular Pathologist  
Ontario Forensic Pathology Service  
Provincial Forensic Pathology Unit  
(Report prepared by Dr. R. Jacques, Fellow in Forensic Pathology)

Date: December 14, 2015

### Reports attached:

- a. Toxicology and In-Common Laboratories reports
- b. Chemistry report

Ministry of Community Safety  
and Correctional Services

Ministère de la Sécurité communautaire  
et des Services correctionnels

Centre of Forensic Sciences

Centre des sciences judiciaires

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Télécopieur : 647 329-1361



### CORONER'S CASE ANALYTICAL SUMMARY

<b>Date:</b>	June 17, 2015	<b>CFS File No.:</b>	2015-005235
<b>Reference:</b>	ZYGOMANIS, Paul	<b>CFS Request No.:</b>	0006
<b>For:</b>	Dr. R. Jacques, Pathologist, Toronto	<b>Incident No.:</b>	161-007-2015 A728-15 GO# 654339 OCC 2015-4557
<b>Investigators:</b>	Dr. Y. Markus, Coroner, Toronto Office of the Chief Coroner, Toronto		

<u>ITEM</u>	<u>RESULTS</u>	<u>MU</u>	<u>NOTES</u>	<u>FATAL REFERENCE</u>	
6 Blood (Heart)	Methadone:	3.7 mg/L	± 0.5 mg/L	D, I	> 0.20 mg/L
	Diphenhydramine:	1.7 mg/L	± 0.2 mg/L	T, I	> 5 mg/L
	Carboxyhaemoglobin:	5% saturation	± 1% saturation		> 35% saturation
	Ethanol:	not detected			

**I Methadone:** Toxicity is dependent on tolerance. Fatal reference describes fatalities in naive individuals. When combined with diphenhydramine would produce more pronounced CNS depression. May exhibit post-mortem redistribution.

**I Diphenhydramine:** May exhibit post-mortem redistribution.

**No further testing was performed because potentially fatal drug concentration(s) were detected.**

<b>LEGEND</b>	<b>T</b> Toxicologically Significant	<b>D</b> Could Cause Death
	<b>I</b> Interpretive Data Note	<b>MU</b> Measurement Uncertainty

#### REMARKS

In item 6, no [other] significant findings were detected by the following methods:  
Headspace GC-FID and LC-MS/MS mix 3.

This summary contains analytical results with general notes regarding the reported drug levels. Numerical values are reported ± measurement uncertainty, which represents the variability of the analytical method with 95.45% confidence. In the absence of a note stating otherwise, a finding of "detected" means the drug concentration has been determined and is considered not toxicologically significant. For the purpose of this analytical summary no comment on therapeutic efficacy is implied by the detection of a drug.

2015-005235  
June 17, 2015

Other items received, if any, have not been tested. **Select items will be retained following the provisions outlined in the Coroner's Act. Other items, if any, will be retained for three months and then destroyed.**

Attached to this report please find the "Evidence List Report," which relates the laboratory item number to the submitter item number and description.

Technical information sheets and glossaries that define the technical terms used in this report are available for download from the CFS section of the Ministry of Community Safety and Correctional Services (MCSCS) website.

Technical Information Sheet(s) can be accessed using the following hyperlink:  
[Technical Information Sheets – Toxicology](#)

This document is intended as a guideline only and does not include detailed interpretations or limitations associated with the reported results. If more information is required, please contact the Toxicology Section at 647-329-1400 and ask to be redirected to the Scientific Advisor, or email: [CFSToxicologyCoronerCoordinator@ontario.ca](mailto:CFSToxicologyCoronerCoordinator@ontario.ca)



The Centre of Forensic Sciences is an ASCLD/LAB-*International* accredited testing laboratory and conforms with ISO/IEC 17025:2005.

## EVIDENCE LIST REPORT

CFS CASE NUMBER: 2015-005235  
 AGENCY NAME: Forensic Pathology (OFPS)  
 AGENCY CASE NUMBER: A728-15

<u>CFS ITEM #</u>	<u>PROCESSED DATE</u>	<u>DESCRIPTION</u>
006	24 April, 2015	2T02457 Mixed heart blood
TOTAL ITEMS FOR THIS AGENCY:		1

AGENCY NAME: Office of the Fire Marshal  
 AGENCY CASE NUMBER: 161-007-2015

<u>CFS ITEM #</u>	<u>PROCESSED DATE</u>	<u>DESCRIPTION</u>
001	21 April, 2015	1 2T52021 Clothing from deceased - 2 white socks, white underwear and blue track pants
002	21 April, 2015	2 2T52022 Clothing from deceased - white t-shirt, burgundy t-shirt, blue sweat shirt, blue vest with white lining
003	21 April, 2015	3 2T52023 Right lung of deceased
004	21 April, 2015	4 2T52024 Left lung of deceased
005	21 April, 2015	5 2T52025 Control jar
TOTAL ITEMS FOR THIS AGENCY:		5

TOTAL ITEMS FOR THIS CASE: 6



Ministry of Community Safety  
and Correctional Services

Ministère de la Sécurité communautaire  
et des Services correctionnels

Centre of Forensic Sciences

Centre des sciences judiciaires

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25, avenue Morton Shulman  
Toronto ON M3M 0B1  
Téléphone : 647 329-1320  
Télécopieur : 647 329-1361



## REPORT

Date: May 13, 2015

CFS File No.: 2015-005235  
CFS Request No.: 0013  
Incident No.: 161-007-2015  
A728-15  
GO# 654339  
OCC 2015-4557

E-mail: Liam.MacManus@ontario.ca  
Telephone: 647-329-1516

Reference: ZIGOMANIS, Paul

For: Office of the Chief Coroner

Investigators: Dr. Y. Markus, Coroner  
Dr. K. Cunningham, Pathologist

Reported by: Liam MacManus, M.Sc., Forensic Scientist, Chemistry

### PURPOSE:

Items 3, 4, and 5 were examined to determine whether or not volatile ignitable liquids or hydrocarbon gases could be identified.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>RESULTS</u>
3	Biological tissue from the right lung of P. Zigomanis.	No volatile ignitable liquids or hydrocarbon gases were identified in item 3.
4	Biological tissue from the left lung of P. Zigomanis.	No volatile ignitable liquids or hydrocarbon gases were identified in item 4.
5	An empty Mason jar which was submitted as a comparison container for items 3 and 4.	No volatile ignitable liquids or hydrocarbon gases were identified in item 5.

### CONCLUSIONS:

No volatile ignitable liquids or hydrocarbon gases were identified in items 3, 4, and 5.

### NOTES:

Technical assistance has been provided in the examination and analysis of the items discussed in this report, in accordance with the policies and procedures of the Centre of Forensic Sciences.

2015-005235  
May 13, 2015

This report contains interpretations and opinions based on scientific data. To obtain information about sample availability for re-testing or additional testing, clarification, or a copy of the documentation underlying this report, please contact the writer of this report.

In relation to the re-examination of biological tissue samples for the presence of gases or volatile liquids, please note that this analysis may be affected by the ongoing production of gases of putrefaction in the tissue and selective microbial action in the sample. There is no reasonable expectation that a re-analysis of biological tissue samples, conducted after a delay period of several months, for the presence of gases or volatile liquids will provide additional information about the condition of the tissue on or about the date of death.

The following instrumental analytical technique was used to analyze the items:

- Headspace Gas Chromatography – Mass Spectrometry (HGC-MS)

Items in this case were also submitted to the Toxicology Section of the Centre of Forensic Sciences.

The results pertaining to other items examined in the Chemistry section will be reported to the submitting agency.

**CONTINUITY:**

The "Evidence List Report" attached to this report relates the laboratory item number to the submitter item number and description.

**Item Receipt**

Please refer to the "CFS submission receipt" previously provided to the submitter for information regarding item receipt and acceptance.

All item transfers occurring within CFS are recorded in the Laboratory Information Management System (LIMS). A full continuity report from this system is available upon request.

**Item Disposition**

The empty sample jar, Item 5, was submitted for comparison purposes with Items 3 and 4. This item will be disposed of upon the return of Items 3 and 4.

Items 3 and 4 will be forwarded under seal to The Ontario Forensic Pathology Service for storage and destruction in accordance with the requirements of Ontario Regulation 232/10 under the Coroner's Act.

**ATTRIBUTION:**

Attribution of items to a source is based on information provided to the Centre of Forensic Sciences.

**ADDITIONAL DOCUMENTS:**

Statements of qualifications for CFS scientists (including the writer of this report) are available to the Ministry of the Attorney General, Criminal Law Division on CLD.net in the expert evidence section in the legal research and law area. Access is restricted to legal staff, including Crown Attorneys.

Technical information sheets and glossaries that define the technical terms used in this report are available for download from the CFS section of the Ministry of Community Safety and Correctional Services (MCSCS) website and can be accessed using the following hyperlink:

[Technical Information Sheets - Chemistry.](#)

2015-005235  
May 13, 2015

Please refer to the following information sheet:  
Fire Debris Analysis Information



ALI-087-T

The Centre of Forensic Sciences is an ASCLD/LAB-*International* accredited testing laboratory and conforms with ISO/IEC 17025:2005.

## EVIDENCE LIST REPORT

CFS CASE NUMBER: 2015-005235

AGENCY NAME: Forensic Pathology (OFPS)

AGENCY CASE NUMBER: A728-15

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004	21 April, 2015	4 2T52024 Left lung of deceased
005	21 April, 2015	5 2T52025 Control jar
TOTAL ITEMS FOR THIS AGENCY:		5

---

TOTAL ITEMS FOR THIS CASE: 6



HOSPITALS IN-COMMON LABORATORY INC.

HEAD OFFICE: SUITE 600, 18 WYNFORD DRIVE, TORONTO, ONTARIO M3C 3S2 (416) 391-1499

To11 Free: (888)285-7817

Ont. Forensic Pathology: FOR Services, Forensic Service and Coroner's Complex 25 Morton Shulman Ave. Toronto, ON M3M 0B1

Patient Name ZYGOMANIS, PAUL Accession Number 7898413680 Health Number

Report Status FINAL

Sex M Date of Birth/Age 16-FEB-1958 Client's File A728-15 Phone Number

Date of Service 21-APR-2015 Requesting Physician DR. JACQUES Copy to HICL QC

Report Printed 22-APR-2015

Additional Information FORENSIC SAMPLE/SENT DIRECT

ITEM RESULT	TEST	RESULT	HI/LO	NORMAL/THERAPEUTIC RANGE	UNITS	TEST SITE
<<<< CHEMISTRY >>>>						
C*	CARBON MONOXIDE	0.03 (MEASURED AS CARBOXYHEMOGLOBIN)		NON-SMOKERS: < 0.02 TOTAL HB SMOKERS: < 0.09 TOXIC: > 0.20		STM
FURTHER REPORT 22-APR-2015: Result Checked. Result done on red top tube.						
APR 24 2015 RECEIVED						
Testing sites STM - St Michael's Hospital, 30 Bond St, Toronto, ON, M5B 1W8						
* Result(s) not previously printed. C Confirmation of phoned result(s).						
ZYGOMANIS, PAUL		7898413680		PAGE: 1 END		



**In-Common Laboratories**

Head Office: 57 Gervais Drive,  
North York, Ontario M3C 1Z2  
(416) 422-3000

Patient Name  
ZIGOMANIS,PAUL

Sex  
M

Date of Birth/Age  
16-FEB-1958

Accession Number  
7898413680

Report Status  
Final

Client's File  
A728-15

Health Number

Phone Number

Date of Service  
21-APR-2015

Date of Collection

Report Faxed  
27-APR-2015

Requesting Physician  
DR.JACQUES

Copy to  
HICL QC,

Additional Information  
NAME REVISED FROM ZYGOMANIS TO ZIGOMANIS AS  
REQUESTED 27APR2015

Ont. Forensic Pathology: FOR  
Services, Forensic Service and  
Coroner's Complex  
25 Morton Shulman Ave.  
Toronto, ON M3M 0B1

NEW RESULT	TEST	RESULT	HI / LO	NORMAL / THERAPEUTIC RANGE	UNITS	TEST SITE
<<<< CHEMISTRY >>>>						
C	CARBON MONOXIDE	0.03		NON-SMOKERS:		STM
		(MEASURED AS		< 0.02 TOTAL HB		
		CARBOXYHEMOGLOBIN)		SMOKERS: < 0.09		
				TOXIC: > 0.20		
		FURTHER REPORT 22-APR-2015:				
		Result Checked.				
		Result done on red top tube.				
Testing Sites						
STM - St Michael's Hospital, 30 Bond St, Toronto, ON, M5B 1W8						
C - Confirmation of phoned result(s).						

ZIGOMANIS,PAUL

7898413680

"SERVING THE HEALTH CARE COMMUNITY SINCE 1967"

PAGE: 1 END

Ministry of Community Safety  
and Correctional Services

Ministère de la Sécurité communautaire  
et des Services correctionnels

Ontario Forensic Pathology Service

Service de médecine légale de l'Ontario

Forensic Services and  
Coroners' Complex  
25 Morton Shulman Avenue  
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Complexe des sciences judiciaires  
et du coroner  
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Telephone: (416) 314-4040  
Facsimile: (416) 314-4060

Téléphone: (416) 314-4040  
Télécopieur: (416) 314-4060



April 27, 2015

Hospital In-Common Laboratories  
Attention: Raquel

Re: 7898413680

Dear Raquel,

This letter is to inform you that we are looking to amend the last name for one of our reports. The sample and requisition for the above-mentioned barcode number were submitted with the following last name: ZYGOMANIS.

The correct last name should read: **ZIGOMANIS**

The only test request for this individual was a STAT CO. Could you please amend the last name of this individual and resend a final report with the correct last name.

Thank you for your attention to this case.

Sincerely,

Neil Rosen

Forensic Services Technologist

Ontario Forensic Pathology Service  
Forensic Services and Coroner's Complex  
25 Morton Shulman Avenue  
Toronto, Ontario M3M 0B1  
Phone: (647) 329-1956  
Fax: (416) 314-4060  
Email: neil.rosen@ontario.ca

# APPENDIX W



Jonathan Cooperman, Estate Trustee During Litigation  
of the Estate of Paul Zigomanis, Deceased

List of Potential Claims Received

Potential Claimant	Insurer / Lawyer / Engineering	Reason for Claim / Description	Amount	Source
<b>POTENTIAL REGULAR CREDITORS</b>				
1. Canadian Tire Bank (Options Mastercard)	N/A	Monthly Statement	6,633.05	Redirected Mail
2. President's Choice Financial Mastercard	N/A	Monthly Statement	4,757.00	Redirected Mail
3. Walmart Financial Mastercard	N/A	Monthly Statement	8,479.74	Redirected Mail
4. TD Canada Trust Visa	N/A	Monthly Statement	906.65	Redirected Mail
5. Enbridge Gas Distribution	N/A	Statement	295.22	Redirected Mail
6. Canada Revenue Agency	N/A	Taxes	unknown	
7. Toronto Water & Solid Waste Management	N/A	Transfer to Tax Notice	295.18	G MacDonald
8. City of Toronto - Property Tax	N/A		763.00	G MacDonald
<b>Total Potential Regular Creditors</b>			<b>22,129.84</b>	
<b>POTENTIAL CLAIMS DUE TO EXPLOSION</b>				
1. Unknown	The Co-operators	18 Hambleton Court	3,460.95	Aviva Insurance
2. Unknown	The Co-operators	3364 Brimley Road	42,599.81	Aviva Insurance
3. Unknown	The Co-operators	Unknown	24,000.00	Aviva Insurance
4. Andrew Liu & Susanna Tsui	TD Insurance Meloche Monnex	Unknown	6,466.76	Aviva Insurance
5. Varkey & Vasanthadevi Abraham	TD Insurance Meloche Monnex	Unknown	37,092.59	Aviva Insurance
6. Patrick P Raghubeer	TD Insurance Meloche Monnex	Unknown	61,682.69	Aviva Insurance
7. Unknown	Intact Insurance Company	Unknown	unknown	Aviva Insurance
9. Unknown	Intact Insurance Company	Unknown	unknown	FMO
10. Unknown	Allstate Insurance Company	Unknown	unknown	FMO
11. Unknown	The Personal Insurance Company	Unknown	unknown	FMO
12. Unknown	The Co-operators General Insurance Company	Unknown	unknown	FMO
13. Unknown	Di Scipio Associates Incorporated	Unknown	unknown	FMO
14. Giovanni Zambri	Beckett Personal Injury Lawyers	Unknown	unknown	FMO & Letter rec'd from Beckett
<b>Total Potential Claims Due to Explosion</b>			<b>175,302.80</b>	
<b>TOTAL POTENTIAL CLAIMS</b>			<b>197,432.64</b>	

# APPENDIX X

**Jonathan Cooperman, Estate Trustee During Litigation  
of the Estate of Paul Zigomanis, Deceased**

**Additional Service List for Potential Claims (no claim received to date)**

**A. TORONTO FIRE SERVICES EMERGENCY INCIDENT REPORT**

1.	3358 Brimley Road (vacant land)	Scarborough, ON	M1V 5B4
2.	3360 Brimley Road	Scarborough, ON	M1V 5B4
3.	3362 Brimley Road	Scarborough, ON	M1V 4X6
4.	3364 Brimley Road	Scarborough, ON	M1V 4X6
5.	3366 Brimley Road	Scarborough, ON	M1V 4X6
6.	443 Port Royal Trail	Scarborough, ON	M1V 4P9
7.	445 Port Royal Trail	Scarborough, ON	M1V 4P9
8.	447 Port Royal Trail	Scarborough, ON	M1V 4P9
9.	449 Port Royal Trail	Scarborough, ON	M1V 4P9
10.	450 Port Royal Trail	Scarborough, ON	M1V 4P9
11.	451 Port Royal Trail	Scarborough, ON	M1V 4P9
12.	453 Port Royal Trail	Scarborough, ON	M1V 5B4
13.	455 Port Royal Trail	Scarborough, ON	M1V 5B4
14.	457 Port Royal Trail	Scarborough, ON	M1V 5B4
15.	459 Port Royal Trail	Scarborough, ON	M1V 5B4
16.	461 Port Royal Trail	Scarborough, ON	M1V 5B4
17.	86 Lorna Rae Blvd	Scarborough, ON	M1V 3S6
18.	7 Scoville Square	Scarborough, ON	M1V 5L7
19.	9 Scoville Square	Scarborough, ON	M1V 5L7
20.	1 Eagledance	Scarborough, ON	M1V 4J8
21.	2 Eagledance	Scarborough, ON	M1V 4J8
22.	3 Eagledance	Scarborough, ON	M1V 4J8
23.	4 Eagledance	Scarborough, ON	M1V 4J8
24.	5 Eagledance	Scarborough, ON	M1V 4J8
25.	6 Eagledance	Scarborough, ON	M1V 4J8
26.	8 Eagledance	Scarborough, ON	M1V 4J7
27.	9 Eagledance	Scarborough, ON	M1V 4J8
28.	10 Eagledance	Scarborough, ON	M1V 4J7

**B. HOMES WITHIN A RADIUS OF 150 METERS OF BRIMLEY**

1.	3358 Brimley Road (vacant land)	Scarborough, ON	M1V 5B4
2.	3360 Brimley Road	Scarborough, ON	M1V 5B4
3.	3362 Brimley Road	Scarborough, ON	M1V 4X6
4.	3364 Brimley Road	Scarborough, ON	M1V 4X6
5.	3370 Brimley Road	Scarborough, ON	M1V 4X6
6.	3500 Brimley Road, Unit 1	Scarborough, ON	M1V 5K6
7.	3500 Brimley Road, Unit 2	Scarborough, ON	M1V 5K6
8.	3500 Brimley Road, Unit 3	Scarborough, ON	M1V 5K6
9.	3500 Brimley Road, Unit 4	Scarborough, ON	M1V 5K6
10.	3500 Brimley Road, Unit 5	Scarborough, ON	M1V 5K6
11.	3500 Brimley Road, Unit 6	Scarborough, ON	M1V 5K6
12.	3500 Brimley Road, Unit 7	Scarborough, ON	M1V 5K6
13.	3500 Brimley Road, Unit 8	Scarborough, ON	M1V 5K6
14.	3500 Brimley Road, Unit 9	Scarborough, ON	M1V 5K6
15.	3500 Brimley Road, Unit 10	Scarborough, ON	M1V 5K6
16.	3500 Brimley Road, Unit 11	Scarborough, ON	M1V 5K6
17.	3500 Brimley Road, Unit 12	Scarborough, ON	M1V 5K6
18.	3500 Brimley Road, Unit 13	Scarborough, ON	M1V 5K6

19.	3500 Brimley Road, Unit 14	Scarborough, ON	M1V 5K6
20.	3500 Brimley Road, Unit 15	Scarborough, ON	M1V 5K6
21.	3500 Brimley Road, Unit 16	Scarborough, ON	M1V 5K6
22.	3500 Brimley Road, Unit 17	Scarborough, ON	M1V 5K6
23.	3500 Brimley Road, Unit 18	Scarborough, ON	M1V 5K6
24.	3500 Brimley Road, Unit 29	Scarborough, ON	M1V 5K6
25.	3500 Brimley Road, Unit 30	Scarborough, ON	M1V 5K6
26.	3500 Brimley Road, Unit 31	Scarborough, ON	M1V 5K6
27.	3500 Brimley Road, Unit 32	Scarborough, ON	M1V 5K6
28.	3500 Brimley Road, Unit 33	Scarborough, ON	M1V 5K6
29.	3500 Brimley Road, Unit 34	Scarborough, ON	M1V 5K6
30.	3500 Brimley Road, Unit 35	Scarborough, ON	M1V 5K6
31.	3500 Brimley Road, Unit 36	Scarborough, ON	M1V 5K6
32.	3500 Brimley Road, Unit 37	Scarborough, ON	M1V 5K6
33.	3500 Brimley Road, Unit 38	Scarborough, ON	M1V 5K6
34.	3500 Brimley Road, Unit 80	Scarborough, ON	M1V 5K6
35.	3500 Brimley Road, Unit 81	Scarborough, ON	M1V 5K6
36.	3500 Brimley Road, Unit 82	Scarborough, ON	M1V 5K6
37.	3500 Brimley Road, Unit 83	Scarborough, ON	M1V 5K6
39.	416 Port Royal Trail	Scarborough, ON	M1V 4R1
38.	418 Port Royal Trail	Scarborough, ON	M1V 4R1
40.	420 Port Royal Trail	Scarborough, ON	M1V 4R1
41.	422 Port Royal Trail	Scarborough, ON	M1V 4R1
42.	423 Port Royal Trail	Scarborough, ON	M1V 4R2
43.	424 Port Royal Trail	Scarborough, ON	M1V 4R1
44.	425 Port Royal Trail	Scarborough, ON	M1V 4R2
45.	427 Port Royal Trail	Scarborough, ON	M1V 4R2
46.	429 Port Royal Trail	Scarborough, ON	M1V 4R2
47.	431 Port Royal Trail	Scarborough, ON	M1V 4R2
48.	433 Port Royal Trail	Scarborough, ON	M1V 4R2
49.	436 Port Royal Trail	Scarborough, ON	M1V 4P9
50.	438 Port Royal Trail	Scarborough, ON	M1V 4P9
51.	440 Port Royal Trail	Scarborough, ON	M1V 4P9
52.	441 Port Royal Trail	Scarborough, ON	M1V 4P9
53.	443 Port Royal Trail	Scarborough, ON	M1V 4P9
54.	445 Port Royal Trail	Scarborough, ON	M1V 4P9
55.	447 Port Royal Trail	Scarborough, ON	M1V 4P9
56.	449 Port Royal Trail	Scarborough, ON	M1V 4P9
57.	450 Port Royal Trail	Scarborough, ON	M1V 4P9
58.	451 Port Royal Trail	Scarborough, ON	M1V 4P9
59.	453 Port Royal Trail	Scarborough, ON	M1V 5B4
60.	455 Port Royal Trail	Scarborough, ON	M1V 5B4
61.	457 Port Royal Trail	Scarborough, ON	M1V 5B4
62.	459 Port Royal Trail	Scarborough, ON	M1V 5B4
63.	461 Port Royal Trail	Scarborough, ON	M1V 5B4
64.	2 Scoville Square	Scarborough, ON	M1V 4R2
65.	4 Scoville Square	Scarborough, ON	M1V 4R2
66.	6 Scoville Square	Scarborough, ON	M1V 4R2
67.	7 Scoville Square	Scarborough, ON	M1V 5L7
68.	8 Scoville Square	Scarborough, ON	M1V 5L7
69.	9 Scoville Square	Scarborough, ON	M1V 5L7
70.	10 Scoville Square	Scarborough, ON	M1V 5L7
71.	11 Scoville Square	Scarborough, ON	M1V 5L7
72.	15 Scoville Square	Scarborough, ON	M1V 5L7
73.	17 Scoville Square	Scarborough, ON	M1V 5L7
74.	19 Scoville Square	Scarborough, ON	M1V 5L7
75.	21 Scoville Square	Scarborough, ON	M1V 5L7
76.	23 Scoville Square	Scarborough, ON	M1V 5L7
77.	25 Scoville Square	Scarborough, ON	M1V 5L7
78.	27 Scoville Square	Scarborough, ON	M1V 5L7

79.	28 Scoville Square	Scarborough, ON	M1V 5L7
80.	29 Scoville Square	Scarborough, ON	M1V 5L7
81.	30 Scoville Square	Scarborough, ON	M1V 5L7
82.	31 Scoville Square	Scarborough, ON	M1V 5L7
83.	32 Scoville Square	Scarborough, ON	M1V 5L7
84.	33 Scoville Square	Scarborough, ON	M1V 5L7
85.	34 Scoville Square	Scarborough, ON	M1V 5L9
86.	35 Scoville Square	Scarborough, ON	M1V 5L9
87.	36 Scoville Square	Scarborough, ON	M1V 5L9
88.	37 Scoville Square	Scarborough, ON	M1V 5L9
89.	38 Scoville Square	Scarborough, ON	M1V 5L9
90.	39 Scoville Square	Scarborough, ON	M1V 5L9
91.	41 Scoville Square	Scarborough, ON	M1V 5L9
92.	43 Scoville Square	Scarborough, ON	M1V 5L9
93.	32 Cascaden Street	Scarborough, ON	M1V 5L7
94.	34 Cascaden Street	Scarborough, ON	M1V 5L7
95.	35 Cascaden Street	Scarborough, ON	M1V 5L7
96.	36 Cascaden Street	Scarborough, ON	M1V 5L7
97.	37 Cascaden Street	Scarborough, ON	M1V 5L7
98.	38 Cascaden Street	Scarborough, ON	M1V 5L7
99.	39 Cascaden Street	Scarborough, ON	M1V 5L7
100.	41 Cascaden Street	Scarborough, ON	M1V 5L7
101.	43 Cascaden Street	Scarborough, ON	M1V 5L7
102.	45 Cascaden Street	Scarborough, ON	M1V 5L7
103.	47 Cascaden Street	Scarborough, ON	M1V 5L7
104.	1 Bemerton Court	Scarborough, ON	M1V 4P8
105.	2 Bemerton Court	Scarborough, ON	M1V 4P8
106.	3 Bemerton Court	Scarborough, ON	M1V 4P8
107.	4 Bemerton Court	Scarborough, ON	M1V 4P8
108.	5 Bemerton Court	Scarborough, ON	M1V 4P8
109.	6 Bemerton Court	Scarborough, ON	M1V 4P8
110.	7 Bemerton Court	Scarborough, ON	M1V 4P8
111.	9 Bemerton Court	Scarborough, ON	M1V 4P8
112.	76 Lorna Rae Blvd.	Scarborough, ON	M1V 3S6
113.	77 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
114.	78 Lorna Rae Blvd.	Scarborough, ON	M1V 3S6
115.	79 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
116.	80 Lorna Rae Blvd.	Scarborough, ON	M1V 3S6
117.	81 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
118.	82 Lorna Rae Blvd.	Scarborough, ON	M1V 3S6
119.	83 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
120.	84 Lorna Rae Blvd.	Scarborough, ON	M1V 3S6
121.	85 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
122.	86 Lorna Rae Blvd	Scarborough, ON	M1V 3S6
123.	87 Lorna Rae Blvd.	Scarborough, ON	M1V 3S5
124.	1 Eagledance Drive	Scarborough, ON	M1V 4J8
125.	2 Eagledance Drive	Scarborough, ON	M1V 4J8
126.	3 Eagledance Drive	Scarborough, ON	M1V 4J8
127.	4 Eagledance Drive	Scarborough, ON	M1V 4J8
128.	5 Eagledance Drive	Scarborough, ON	M1V 4J8
129.	6 Eagledance Drive	Scarborough, ON	M1V 4J8
130.	7 Eagledance Drive	Scarborough, ON	M1V 4J8
131.	8 Eagledance Drive	Scarborough, ON	M1V 4J7
132.	9 Eagledance Drive	Scarborough, ON	M1V 4J8
133.	10 Eagledance Drive	Scarborough, ON	M1V 4J7
134.	11 Eagledance Drive	Scarborough, ON	M1V 4J8
135.	12 Eagledance Drive	Scarborough, ON	M1V 4J7
136.	14 Eagledance Drive	Scarborough, ON	M1V 4J7
137.	15 Eagledance Drive	Scarborough, ON	M1V 4J8
138.	16 Eagledance Drive	Scarborough, ON	M1V 4J7

139.	17 Eagledance Drive	Scarborough, ON	M1V 4J8
140.	57 Nettlecreek Cres.	Scarborough, ON	M1V 4L1
141.	59 Nettlecreek Cres.	Scarborough, ON	M1V 4L1
142.	61 Nettlecreek Cres.	Scarborough, ON	M1V 4L1
143.	63 Nettlecreek Cres.	Scarborough, ON	M1V 4L1
144.	65 Nettlecreek Cres.	Scarborough, ON	M1V 4L1
145.	67 Nettlecreek Cres.	Scarborough, ON	M1V 4L2
146.	69 Nettlecreek Cres.	Scarborough, ON	M1V 4L2
147.	24 Roxanne Cres.	Scarborough, ON	M1V 4H6
148.	25 Roxanne Cres.	Scarborough, ON	M1V 4H6
149.	26 Roxanne Cres.	Scarborough, ON	M1V 4H6
150.	27 Roxanne Cres.	Scarborough, ON	M1V 4H6
151.	28 Roxanne Cres.	Scarborough, ON	M1V 4H6
152.	29 Roxanne Cres.	Scarborough, ON	M1V 4J5
153.	30 Roxanne Cres.	Scarborough, ON	M1V 4H6
154.	31 Roxanne Cres.	Scarborough, ON	M1V 4J5
155.	33 Roxanne Cres.	Scarborough, ON	M1V 4J5
156.	35 Roxanne Cres.	Scarborough, ON	M1V 4J5
157.	37 Roxanne Cres.	Scarborough, ON	M1V 4J5
158.	39 Roxanne Cres.	Scarborough, ON	M1V 4J5
159.	41 Roxanne Cres.	Scarborough, ON	M1V 4J5
160.	43 Roxanne Cres.	Scarborough, ON	M1V 4J5
161.	45 Roxanne Cres.	Scarborough, ON	M1V 4J5
162.	47 Roxanne Cres.	Scarborough, ON	M1V 4J5
163.	49 Roxanne Cres.	Scarborough, ON	M1V 4J5
164.	51 Roxanne Cres.	Scarborough, ON	M1V 4J6
165.	53 Roxanne Cres.	Scarborough, ON	M1V 4J6
166.	55 Roxanne Cres.	Scarborough, ON	M1V 4J6
167.	57 Roxanne Cres.	Scarborough, ON	M1V 4J6
168.	59 Roxanne Cres.	Scarborough, ON	M1V 4J6
169.	61 Roxanne Cres.	Scarborough, ON	M1V 4J6
170.	63 Roxanne Cres.	Scarborough, ON	M1V 4J6

### C. OTHER

1. Mr. Robert Griffith, Aird & Berlis LLP (legal counsel to Enbridge)

# APPENDIX Y

## Appendix Y

Updated: May 11, 2016

**Jonathan Cooperman, Estate Trustee During Litigation of  
The Estate of Paul Zigomanis, Deceased**

**Statement of Receipts & Disbursements  
for the period from October 14, 2015 to May 11, 2016**

**RECEIPTS**

TD Bank - Bank Account Balance	\$ 1,066.61
Royal Bank of Canada - Bank Account Balance	6,143.78
Royal Bank of Canada - RRSP	38,519.11
Income Tax Refund for 2009	291.11
Refund of Law Firm Retainer	1,358.21
Interest	49.58
<b>Total Receipts</b>	<u>47,428.40</u>

**DISBURSEMENTS**

Liability Insurance for Brimley Property	1,512.00
Brimley Property Inspections	570.00
Redirection of Mail	81.95
Automobile Searches	348.00
Miscellaneous Expenses	248.66
HST Paid	152.09
<b>Total Disbursements</b>	<u>2,912.70</u>

<b>ESTATE ACCOUNT BALANCE</b>	<u>\$ 44,515.70</u>
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Note: \$130,000 (plus accrued interest) is held separately In Trust (received from Gail MacDonald as Executor of the Estate of John Zigomanis, Deceased).



**IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased, GAIL MacDONALD AND VIOLET COOPER**

Court File No.: 05-145/15

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**MOTION RECORD**  
**(RETURNABLE JUNE 27, 2016)**

**BENNETT JONES LLP**

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**Lincoln Caylor (LSUC# 37030L)**  
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during litigation of Paul Zigomanis