

**IN THE MATTER OF THE TORONTO COMPUTER LEASING INQUIRY**

**REPLY SUBMISSIONS  
OF PAULA LEGGIERI**

**TO: THE HONOURABLE MADAM JUSTICE DENISE BELLAMY, COMMISSIONER**

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## REPLY TO THE SUBMISSIONS OF KATHRYN BULKO

1. In the submissions of Ms. Bulko, Ms. Leggieri is accused of a character smear based on groundless innuendo.

2. Ms. Bulko contends that two serious allegations were made by Ms. Leggieri and she seeks the absolution of the Commissioner in relation to these allegations. The so-called allegations are dealt with in order below:

### ***A. That Ms. Bulko had an intimate or romantic relationship with Dash Domi***

3. This, of course, is not an allegation that was ever made by Ms. Leggieri.

4. In her testimony Ms. Leggieri stated that Ms. Bulko periodically referred to Dash Domi as her “boyfriend”. This was true and admitted to be true by Ms. Bulko.

5. Ms. Bulko sought to explain away her admission by asserting that she frequently called any number of people her “boyfriend”. It is submitted that this testimony is not credible. It was directly contradicted by the sworn evidence of the following City of Toronto employees who worked closely with Ms. Bulko and who testified that they never heard Ms. Bulko call anyone boyfriend: Chris Hull, Annie Leung, Line Mark, Andy Lock, Stephen Wong, Cathy Stagliano and Felix Dibrina.

*Transcript of the Evidence of Chris Hull, June 18, 2003 pp. 250-252*

*Transcript of the Evidence of Annie Leung, June 18, 2003 pp. 270-271*

*Transcript of the Evidence of Line Mark, June 18, 2003 pp. 292-293*

*Transcript of the Evidence of Andy Lock, June 19, 2003, p. 66*

*Transcript of the Evidence of Stephen Wong, June 19, 2003, p. 76*

*Transcript of the Evidence of Cathy Stagliano, June 19, 2003, p. 106*

*Transcript of the Evidence of Felix Dibrina, June 19, 2003, p. 195*

6. Ms. Leggieri never said that there was a romantic relationship between Ms. Bulko and Dash Domi. Commission counsel repeatedly invited Ms. Leggieri, during cross-examination, to speculate on this issue.

7. Ms. Leggieri repeatedly refused the invitation to engage in such speculation. She stated that she did not know and did not care whether there was a romantic relationship.

8. Ms. Leggieri stated in the evidence that her concern was that the informal or casual relationship between Ms. Bulko and Dash Domi contributed to a situation where she felt that she could not get issues resolved with MFP.

9. The evidence is clear that Mr. Domi enjoyed an unusual level of access to the contract management office. He apparently had sufficient access to remove documents from the desks of employees.

10. Ms. Bulko strained during her testimony to assert that she had nothing but a business-like relationship with Mr. Domi. She testified explicitly that she had never delivered a birthday gift to Dash Domi by the circuitous route of giving the gift to a Mr. Thompson who, in turn, was to give it to the doorman at Mr. Tie Domi's condominium who, in turn, was to give it to Dash Domi.

*Transcript of the Evidence of Kathryn Bulko, June 18, 2003, pp. 137-138*

11. Mr. Thompson, who testified after Ms. Bulko, was a credible witness with no stake in the matter. He described receiving the gift to Dash Domi from Ms. Bulko and delivering it in exactly the circuitous fashion she denied.

***That Ms. Bulko was motivated to threaten Ms. Leggieri because she wanted to suppress her own role in dealing with the MFP Leasing schedules***

12. It must be remembered that this evidence was dealt with in the context of assertions from the lawyers for Ms. Bulko and the City to the effect that there was absolutely no reason for Ms. Bulko to be worried about Ms. Leggieri disclosing Ms. Bulko's involvement with the leaseback program prior to 2000 as Ms. Bulko herself had made full disclosure to KPMG.

13. In fact, the witness statement from KPMG confirmed that Ms. Bulko had not advised KPMG of her connection to the leaseback schedules.

14. Ms. Leggieri testified that she was given the sale and leaseback schedules by Ms. Bulko, told not to review them but simply to file them away.

15. Ms. Leggieri further testified that instead of doing this, she reviewed the schedules and discovered serious discrepancies that were financially disadvantageous to the City. The fact that she discovered the discrepancies and brought to the attention of Ms. Bulko cannot be challenged as that fact is documented in a key City document, being Ms. Leggieri's Performance Planner No. 2.

16. Ms. Leggieri testified that Ms. Bulko refused to do anything about the discrepancies but told her that it was a matter to be dealt with by the finance department. Ms. Leggieri went over Ms. Bulko's head to Lana Viinamae. This resulted in Ms. Leggieri drafting two letters to Dash Domi about this issue which were signed by Lana Viinamae.

*Letter dated July 12, 2001 from Lana Viinamae to Dash Domi, Doc. No. COTO 03575*  
*Letter dated July 18, 2001 from Lana Viinamae to Dash Domi, Doc. No. COTO 02771*

17. Ms. Line Marks testified about this issue. She stated that she compiled the leaseback schedules and spoke to two people to decide what items to include in them. Those two people were Lana Viinamae, who was fired by the City and Ms. Bulko, who was not.

*Transcript of the Evidence of Line Marks, June 18, 2003, pp 289-292*

18. Ms. Bulko conceded during her cross-examination both that she knew that the question of what was included on the lease-back schedules was an important issue and that the notes of KPMG do not indicate that she disclosed to them her involvement in compiling these schedules.

*Transcript of the Evidence of Kathryn Bulko, June 18, 2003, pp. 101-110*

### **Failure to Produce Notes**

19. Finally, it should be emphasized that during both the "Leggieri" and the "Contract Management" phases of the Inquiry, Ms. Bulko was in possession of relevant handwritten notes that she did not produce. The inference drawn about her decision to withhold this important evidence should not be favourable to Ms. Bulko.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

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