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Politeski Strilchuk Milen
L A W Y E R S

Todd R. Kirkpatrick
Harvey J. Neufeld
Jeffrey D. Kerr
Meaghan C. LaRose
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Our File No.: 21756-49 JKPC

November 29, 2016

By email to d.gillanders@rslaw.com

Robertson Stromberg LLP
Suite 600, 105, 21st Street East
Saskatoon, SK S7K 0B3

“Without Prejudice”

Attention: Dustin Gillanders

Dear Sir:

Re: Synergy Credit Union Ltd. and Tricia McDonald

Please refer to the attached adjournment notice that we have faxed to the Court. Please note December 15 is a Thursday, not a Friday as indicated in your letter of November 28.

In follow-up to this matter globally, I would note that we have provided two prior offers to renew the mortgage, which have not been accepted by Ms. McDonald. I further note that we have not had a response from Ms. McDonald as to what an acceptable offer would be to her.

Accordingly, my client has provided me instructions to put forward two offers to renew again. Synergy would propose a one year open mortgage with either a fixed rate or a variable rate of a posted rate less .5%. Currently the posted rate for a one year fixed rate mortgage is 6.5% and Ms. McDonald's renewal would be for a 6% rate. The one year variable rate open mortgage remains at prime + 2% and, accordingly, Ms. McDonald is offered prime + 1.5%. Synergy's prime rate is currently 2.7%.

If neither of these renewal options is acceptable to Ms. McDonald, she may transfer her mortgage to an alternate lender and my client would waive its \$250.00 mortgage transfer fee and reimburse her for any mortgage transfer costs charged by the new lender in an amount up to \$750.00.

All of these offers of resolution would be contingent on satisfactory arrangements that would ensure following any one year renewal, your client would be in a position to have her mortgage and financial dealings moved to an alternate institution. It would also be premised on an agreement that your client would no longer issue statements on social media directed at Synergy Credit Union. It would further be our position that this would substantively resolve any complaint she has before the Human Rights Commission. It is our view that as we continue to have an outstanding offer to renew the mortgage, there is no basis for her complaint.

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Members of the Alberta and Saskatchewan Bars

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My client has also provided me with the complaint that Ms. McDonald provided to Synergy Credit Union and its Board. First, with regard to the complaint provided to Synergy Credit Union, my client has indicated that management had initially interpreted the complaint as a direct appeal to the Board and not to management and, accordingly, did not provide a direct response. This later was identified that it had been to Synergy's management and I have been provided instructions to give you this response, including the Board.

In response to the request for an outline of Synergy's actions to date, we must note that we indicated to Ms. McDonald and to your office during June of 2016 that my client would not be renewing the mortgage and this was acknowledged by yourself as counsel for Ms. McDonald. I further note that we exchanged correspondence and my client has since put out two offers of settlement. I further note that it was not until October 6 when we had not received any offers that it was determined we must commence our foreclosure application. It was on October 6 that we served the Provincial Mediation Board and our notice was delivered on October 7. Only on November 1 did we obtain an Appointment for the present date.

Please note on a go forward basis my client, including its Board, will only be providing a response to your client through counsel. My client's management and staff will be unprepared to have any further discussions with your client and we would ask that all future correspondence be directed to my attention. Likewise, the Board of Synergy Credit Union will direct any response they have to this or any other matter be provided through counsel. In the interest of obtaining resolution, we would hope your client will respect that all future communication takes place between counsel.

I trust you will find the foregoing in order and should you require anything further, please do not hesitate to contact me. Again, we would hope that this matter could simply be resolved by your client obtaining alternate lending and the parties simply part ways.

Yours truly,

Politeski Strilchuk Milen

Per: Jeffrey D. Kerr

JDK/lnl
Enclosure

FW: Synergy Credit Union

From: Andrew Gaucher (a.gaucher@rslaw.com)
To: trish.mcdon@yahoo.ca
Date: Wednesday, August 12, 2020, 09:51 a.m. MDT

Trish,

As per our phone call, I have attached the letter from Dustin on November 28, 2016 requesting the adjournment.

After a review of the file, I cannot locate a copy of the letter from Jeffrey Kerr dated November 29, 2016, or a copy of the Adjournment Notice.

Kind Regards,



Andrew R. Gaucher, Lawyer

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