

Form 3-9
(Rule 3-9)

COURT FILE NUMBER QBG 15 /22

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE BATTLEFORD

PLAINTIFF SYNERGY CREDIT UNION LTD.

DEFENDANT TRICIA DARLENE NOBLE, also known as
TRICIA DARLENE McDONALD

NOTICE TO DEFENDANT

1. The Plaintiff may enter judgment in accordance with this Statement of Claim or such judgment as may be granted pursuant to the Rules of Court unless:
 - (a) within 20 days if you were served in Saskatchewan;
 - (b) within 30 days if you were served in Canada or in the United States of America;
 - (c) within 40 days if you were served outside Canada or the United States of America (excluding the day of service) you serve a Statement of Defence on the Plaintiff and file a copy thereof in the office of the Local Registrar of the Court for the Judicial Centre above named.

2. In many cases a Defendant may have the trial of the action held at a Judicial Centre other than the one at which the Statement of Claim is issued. Every Defendant should consult his lawyer as to his rights.
3. This Statement of Claim is to be served within six months from the date on which it is issued.
4. This Statement of Claim is issued at the above named Judicial Centre the 12th day of January, 2022.


Deputy Local Registrar

STATEMENT OF CLAIM

- 1 This is a claim for defamation both in libel and slander and relief against frivolous and vexatious litigation.

The Parties

- 2 The Plaintiff, Synergy Credit Union Ltd., (herein after the "Plaintiff") is a body corporate with a head office in the City of Lloydminster, in the Province of Saskatchewan and extra-provincially registered in the Province of Alberta pursuant to the *Credit Union Act*, R.S.A., 2000, c. C-32.
- 3 The Defendant, Tricia Darlene Noble, also known as Tricia Darlene McDonald, (hereinafter the "Defendant") is an individual who resides at or near the City of Lloydminster, in the Province of Saskatchewan.

Background

- 4 The Plaintiff carries on business providing financial services, including mortgage lending, to its members in and around the Lloydminster region. The nature of the Plaintiff's business is that it is focused on the provision of exceptional member service, member relations and community engagement.
- 5 By way of a mortgage dated October 29, 2007 that was registered at Information Services Corporation on October 31, 2007, the Plaintiff provided mortgage lending to the Defendant for the purchase price of a residential property.
- 6 Following the original mortgage term maturing, the Plaintiff provided the Defendant with a series of mortgage renewals, including a one-year renewal on July 23, 2015 that matured on July 23, 2016.
- 7 Prior to the expiry of the mortgage term maturing on July 23, 2016, the Plaintiff determined not to offer renewal to the Defendant due to the Defendant's disrespectful, abusive, discourteous dealings with its employees and agents and her misleading and false statements about the Plaintiff posted on social media.
- 8 The Plaintiff accordingly notified the Defendant that it would not be offering mortgage renewal and made demand on the mortgage loan. The Defendant refused or neglected to provide payments of the amounts due and owing under the mortgage that had been provided by the Plaintiff.
- 9 Accordingly, by way of an Appointment originally set for December 8, 2016, the Plaintiff filed an Application for leave to commence for foreclosure and served such Application on counsel for the Defendant. An Acknowledgment of Service was provided by counsel for the Defendant acknowledging service on November

22, 2016 of the Application for Leave to Commence and supporting materials.

- 10 Following a series of adjournments, during which at no time was leave to commence granted, the mortgage indebtedness owed to the Plaintiff by the Defendant was paid out by the Defendant through counsel on March 28, 2017 and on April 4, 2017 counsel for the Plaintiff advised the Court to have the Application for leave to commence that had been adjourned to that date withdrawn.
- 11 During the entirety of the period during which the Plaintiff had demanded repayment of the mortgage up until payment was received being from August, 2016 through to April, 2017 the Plaintiff corresponded extensively with counsel for the Defendant and at no point was an order for foreclosure granted nor leave to commence granted.

Complaints to the Saskatchewan Human Rights Commission, Ombudsman and Privacy Commissioner

- 12 Following demand made on the Defendant by the Plaintiff, on or about August 5, 2016 the Defendant brought a complaint under the Saskatchewan Human Rights Code to the Saskatchewan Human Rights Commission claiming that the decision to not renew her mortgage represented a violation of the Human Rights Code, which the Plaintiff denied.
- 13 The Saskatchewan Human Rights Commission undertook an extensive investigation involving multiple interviews with Plaintiff's officers and employees, extensive production of materials, and written submissions requiring nearly two years to complete.
- 14 The investigation concluded on March 7, 2019 with the Chief Commissioner dismissing the claim by the Defendant stating that, "*There was no reasonable prospect that a Court would find the complaint to be substantiated on a balance of probability and that the complaint was without merit.*" No damages or remedial action was ordered against the Plaintiff or any recommendation to amend practices issued by the Human Rights Commission.
- 15 Since the conclusion of the investigation of the Human Rights Commission, the Defendant has engaged in multiple applications to the Saskatchewan Ombudsman, the Federal Privacy Commissioner and to the Plaintiff's Board of Directors claiming damages and making insinuations of wrongdoing but at no point has the Defendant been able to identify any actual damages or losses suffered or identify any acts of wrongdoing.
- 16 None of the applications or complaints brought by the Defendant have been successful in establishing any claim for wrongdoing or poor practice on the part of the Plaintiff; however, the Plaintiff has been required to expend hundreds of

hours of employee and officer time in responding to such claims. The Plaintiff states that these multiple complaints and applications to various regulatory bodies represent a frivolous and vexatious campaign of bad faith against the Plaintiff.

Defamation, Libel, Slander and Injurious Falsehood

17 Since 2016 until the present, the Defendant has made a series of public and widely disseminated statements about the Plaintiff that are false and malicious and intended to cause injury to the Plaintiff and its credit and reputation to be brought into scandal, odium and contempt along with that of its officers, employees and agents. These statements include but are not limited to the following:

- a) On August 5, 2015 the Defendant posted false and misleading information about the Plaintiff on a Facebook Page called What's Happening in Lloydminster, with over 20,000 members and a large public viewing within the Plaintiff's trading area stating that the Plaintiff was engaged in collecting fees without giving proper notice to members and stating that the Plaintiff had in the past been reprimanded for collecting fees from members without notice.
- b) The Plaintiff states that these statements were false and intended to injure the credit and reputation of the Plaintiff and that the Defendant knew such statements to be false and malicious. The Defendant further asked other members of the Facebook Page to share such statements to further disseminate such defamatory and libelous statements.
- c) On or about April 4, 2016 in a What's Happening in Lloydminster Facebook Page under a posting in which the Plaintiff advertised the winners of an Award Contest and Recognition held by the Plaintiff, the Defendant posted that the contest had been compromised suggesting that there was wrongdoing and malicious conduct on the part of the Plaintiff. This statement was intended to be widely disseminated to bring the reputation of the Plaintiff into disrepute and harm.
- d) On or about June 25, 2016 under a report on the City of Lloydminster's Community Service Department Proposed Purchase of the Plaintiff's building located in the downtown of Lloydminster was described, the Defendant made the following posting, "*You want a story, let's investigate Synergy Credit Union calling my mortgage after 9 years. No missed payments actually prepaid with them making over \$90,000.00 on interest. You want something to*

investigate before Monday's meeting just ask, I have everything or I guess my lawyer does. This is the second lawsuit (that I am aware of with the new building there might be quite a few more) that is only costing the members money... In no way or form should they benefit from there old building. Ask Synergy how many lawsuits are pending towards them right now... Oh and how about there grand opening web based contest. Every member was subject to fraud for the entire time the contest was run... Ask the questions."

- e) By the publication and dissemination of said words, the Defendant was attempting to knowingly and maliciously injure the reputation of the Plaintiff to bring it into scandal, odium and contempt and in particular its dealings with its commercial building. The suggestion that there were pending, or ongoing lawsuits was intended to convey that the Plaintiff was engaged in corrupt or improper dealings that were prejudicing both its membership and the broader public within the community that the Plaintiff carried on business.
- f) The said words in the natural and ordinary meaning meant and were understood to mean that the Plaintiff was engaged in fraudulent conduct towards its members and to insinuate that it was engaged in corrupt or improper dealings during the sale of its building and the management of its membership relations.
- g) On or about April 14, 2021 the Defendant further made the statement on a public Facebook Page for the Lloydminster Q & A that the Plaintiff provided to the Court during its prior application for leave to commence detailed above falsified affidavit evidence with the intention of deceiving or misleading the Court and attempting to have the Court take steps in the absence of counsel.
- h) By way of a similar statement on or about the same date, the Defendant, in a public Facebook Page statement stated of the Plaintiff, *"just be careful they attempted foreclosure on my home by falsifying Court documents. And their foreclosure proceedings and Court documents are up for review for accuracy and completeness and to have those accountable, accountable for their action. If I was you there would be no trust to give."* The intention of the statement by the Defendant is that the Plaintiff had engaged in perjury and was under some form of professional or judicial review of its conduct. By publication of said words, the Defendant intended to injure and bring the Plaintiff's credit and reputation into scandal, odium and contempt. The said words in their natural and ordinary meaning meant and were understood to mean that the Plaintiff was engaged in dishonest conduct including perjury with malicious intent and suggesting that it was under investigation or some form of conduct review which was

false.

- i) Commencing on or about October 21, 2021, the Defendant commenced a new Twitter account under the name McMortgageGate with a series of tweets intended to maliciously and falsely assert that the Plaintiff was engaged in dishonest, malicious, fraudulent and unfair dealing, and was both incompetent and not fit to be trusted to conduct business. The Tweeter feed featured partial copies of documents submitted by the Defendant and Plaintiff in various proceedings with notes by the Defendant intended to suggest wrongdoing and misconduct on the part of the Plaintiff, its officers and agents.
- j) The statements made include, but are not limited to, an October 21, 2021 statement stating, *"How can one hold a CU responsible for providing false sworn evidence to the Court? I have forwarded the information to the CU Board with no acknowledgment to date."*
- k) Under a series of postings on October 27, 2021 the Defendant posted a number of tweets referencing PIPEDA Fair Information Principle – Accuracy – McMortgageGate – False Document – *"You may request a correction to any factual errors or emissions Received falsified document Credit Union offered as genuine to be used, recorded, enacted on in response to an accuracy correction under PIPEDA Principle 6 Accuracy. Forged Letter May 7, 2014. Fraud/Credit Union Market Code @cbcgopublic."*
- l) On or about October 27, 2021 the Defendant further posted a tweet stating, *"Received falsified document Credit Union offered as genuine to be used, recorded, and acted on in a response to an accuracy correction under PIPEDA Principal 6 - Accuracy. Forged letter May 7, 2014. Fraud. Credit Union Market Code. @cbcgopublic @FCACan."* This tweet was intended and would have been understood in its ordinary meaning to suggest that the Plaintiff was engaged in forging documents for the purposes of undertaking fraud and bringing the reputation and credit of the Plaintiff into disrepute. The Defendant further invited and actively attempted to have this widely disseminated by encouraging the publication by the CBC.
- m) On November 1, 2021, the Defendant posted a Twitter posting stating, *"What if you have a lawyer and Credit Union initiates foreclosure lying to the Courts that money are not being paid and that you are not represented by a lawyer requesting an Ex Parte Application to ensure you have no opportunity to defend my home in Court."* along with partial postings from the Court procedure.

- n) On or about November 17, 2021 the Defendant posted at SKCourts, *"What happens to a Credit Union that willfully and knowingly lies to SKCA in their Court documents? I was represented by a lawyer as their lawyer willingly admits in a letter dated November 29, 2016 How can a Credit Union get away with this?"*.
- o) On or about December 4, 2021 the Defendant posted, *"The worst time in my life hit when the Credit Union initiated malicious foreclosure at Christmas at SK Courts QBG 290/16, I purchased my home with Mortgage 9 years loyal 31 amortization 40k equity, never missed a payment or in arrears @ CMHC_ca insured #TrueColors"*.
- p) On December 12, 2021 the Defendant posted, *"Imagine a \$1.8 billion SKCU Foreclosing on your mortgage behind your back at Christmas lying to SK Courts payments are not being made & that you're not represented by a lawyer Twitter. Today is Sunday, I wonder how many of those decision makers are sitting in Church QBG 290-16 member owner"*.
- q) On December 13, 2021 the Defendant tweeted following a post by another Twitter account showing an individual having a physical response to claims of service by a bank that, *"This Meme could feel realistic because of actions made by CreditUnion Mortgage @ SKCourts Public Court File #QBG 290/16 Bullied out of mortgage because SKCU filed sworn false information to Judge accountability now CU Board."*
- r) On or about December 15, 2021 the Defendant posted along with copies of some Court documents, *"71 days since there was a submission to a SKCU; a complaint about a fraudulent document related to @ SKCourts #QBG 290/16. To date, No response. Breach of SKCU Market Code. Why have Zero Tolerance Policy for Fraud when the CU Board ignores the facts and does nothing about it?"*.
- s) On or about December 15, 2021 the Defendant tweeted, *"The SKCU forgot to issue Any legal Demand documentation prior to the Mortgage Renewal date of July 23 but had no problem pretending to renew the mortgage as if they complied with all Contractual & Legislative. It seems like they were to busy high fiving by the WaterCooler."*
- t) On or about December 23, 2021 the Defendant posted a tweet stating that, *"That a SKCU fails/refuses to accept accountability for lying to SKCourts #QBG290/16 while foreclosing on a mortgage during the holidays. Ex Parte when represented by a lawyer. Mortgage was NEVER delinquent or in arrears. Narcissistic Trait"*

Ability to abuse the court system.” This statement, disseminated on social media, was intended to state that the Plaintiff was engaged in perjury, abuse of the court process and high handed and unfair conduct and intended to bring the reputation of the Plaintiff into odium and disrepute.

- u) On or about December 27, 2021 under a posting by the CCUA referencing the work Credit Unions do in supporting local communities, the Defendant further tweeted a release from the Law Society of Saskatchewan announcing its new President and then further re-tweeted from the Ministry of Justice a tweet regarding access to fair and just treatment under the law and then stated that the Plaintiff lied to the Saskatchewan Courts and that the Action was malicious and had cost the Defendant over \$17,000.00 of legal costs.
- v) The Defendant further stated in such tweets that it was an act of perjury providing incorrect, misleading and complete information in attempting to maliciously foreclose on the Defendant and that it was abusing the Court system.
- w) The Defendant further stated, *“Can we deliver a few dozen Buttholes to a SKCU?”* and further posted Court documents suggesting that the Plaintiff engaged in misleading conduct and that the Plaintiff’s employees and officers were engaged in providing false sworn evidence to the Court.
- x) By a further public tweet on December 30, 2021, the Defendant tweeted, *“What about Retaliation? It seems a mortgage was Foreclosed on after a SKCU Member participated in a Humanrights complaint that included a CreditUnion manager leaving 11 threatening & disturbing recorded messages; 11pm to 2am on their home phone at McMortgageGate #QBG290/16.”* This was followed by a re-tweet of a public advertisement for public assistance for workplace harassment claims.
- y) The Plaintiff states that the purpose of this tweet and series of tweets was to suggest that the Plaintiff had engaged in abusive and high handed conduct against the Defendant including its officers and employees engaged in harassing and malicious phone calls as part of a campaign against her.
- z) The Defendant invited and suggested in these tweets to have the public share and re-tweet these with the intention of them being widely disseminated.

- 18 The Plaintiff states that the plain meaning and interpretation that the ordinary and reasonable person would have reading such tweets and social media posts was that the Plaintiff had maliciously engaged in fraudulent conduct, engaged in perjury and other acts of misconduct before the Court with the intention of causing harm.
- 19 On a separate Twitter account on or about October 21, 2021, the Defendant invited her followers to follow her to set the record straight at @McMortgageGate re-tweeting a series of tweets from her account @McMortgageGate. As of January 5, 2022 there have been a total of 48 tweets at her primary tweeter account and 23 on her other tweeter account of @SharkMcDon and @TrishMcDonald in addition to those Facebook postings.
- 20 The Plaintiff states that the above noted statements are non-exhaustive and there are further defamatory statements made by the Defendant, primarily through social media such as shall be demonstrated at trial.
- 21 Read in the full context including the postings the statements of the Defendant were intended to disparage the Plaintiff and its said business. In consequences of said word, the Plaintiff was injured in credit, character and reputation and its business, officers and employees have been brought into hatred, ridicule and contempt whereby the Plaintiff has suffered damage.
- 22 The Plaintiff further states that the Defendant attempted to disseminate as widely as possible on social media including by linking to various news organizations and inviting other members to share with the intention of causing damage to the Plaintiff's reputation.
- 23 The Plaintiff further states that in its business as a Credit Union it is built on a fraternal and community oriented model intended to support business, lending, and community growth that is heavily dependent on community based relationships and high levels of social trust. The widely disseminated statements by the Defendant within the trading area and communities within which the Plaintiff provides financial services caused material harm by suggesting that the Plaintiff engaged in fraudulent, malicious, and corrupt dealings, harmful to the best interests of its members and community.
- 24 The extensive attempts by the Defendant to disseminate that the Plaintiff, its officers and employees were engaged in a malicious attempt both to deprive her of her equity and engage in cruel acts of wrongdoing caused irreparable and difficult to quantify damages having been aggressively disseminated by the Defendant on the internet and social media platforms with specific targets within the trading area of the Plaintiff.
- 25 The malicious and abhorrent conduct of the Defendant as set out herein, is an indication of the Defendant's flagrant disregard for the Plaintiff's rights. The actions and conduct of the Defendant warrant an award of aggravated and punitive

damages along with general damages.

Frivolous and Vexatious Conduct

- 26** The Plaintiff further states that since August of 2016 the Defendant has pursued action within the Saskatchewan Human Rights Commission, complaints to the Ombudsman, and the Federal Privacy Commissioner along with numerous written complaints to the Plaintiff's Board of Directors alleging various forms of wrongdoing but never specifying any actual damages.
- 27** The Plaintiff states that such continued conduct is vexatious and frivolous and is unjustly and unduly requiring extensive costs on the part of the Plaintiff to reply to the various complaints and applications brought by the Defendant.
- 28** The Plaintiff wherefore asks injunctive relief that the Defendant be forbidden from bringing any such further applications except within a Court of competent jurisdiction.

General

- 29** The Plaintiff pleads and relies on the *Libel and Slander Act, Revised Statutes of Saskatchewan, 1978*.

Remedy Sought:

- 30** The Plaintiff claims the following relief, namely:
- a) damages for defamation, libel and slander and the tort of injurious falsehood against the Defendant in an amount equal to or greater than \$100,000.00 or in such amount as to be quantified at the trial of this action;
 - b) punitive and aggravated damages in an amount to be proven at trial;
 - c) a prohibitory injunction preventing and adjoining the Defendant from further libel and defamation and from any further frivolous and vexatious claims;
 - d) interest on all sums ordered herein pursuant to the *Interest Judgment Act*;
 - e) costs on a solicitor-client, full indemnity basis; and

- f) such further and other relief as this Honourable Court deems just to award.

DATED at Lloydminster, Alberta, this 11th day of January, 2022.

PSM LLP



Jeffrey D. Kerr

NOTICE TO DEFENDANT

You are entitled at any time, by notice in writing, to demand from the plaintiff's lawyers (or, if the plaintiff sues in person, the plaintiff):

- full particulars of the amount claimed by the plaintiff, and
- the production for your inspection of the mortgage, and any other documents sued on.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:	PSM LLP
Name of lawyer in charge of file:	JEFFREY D. KERR
Address of legal firm:	PO Box 20 Stn Main 5009 – 47 Street, Lloydminster, SK/AB S9V 0X9
Telephone number:	(780) 875-2288
Fax number (if any):	(780) 875-3479
Email address (if any):	jeff@psmlaw.ca