

COURT FILE NUMBER QBG – BF – 00015 - 2022
COURT OF KING’S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE BATTLEFORD
PLAINTIFF SYNERGY CREDIT UNION LTD.
DEFENDANT TRICIA DARLENE NOBLE, also known as
 TRICIA DARLENE MCDONALD

STATEMENT OF DEFENCE

1. The Defendant admits the allegations contained in paragraphs 2, 3, 4 & 5 of the statement of claim.
2. The Defendant denies in whole or in part the allegations contained in all other paragraphs of the statement of claim, except to the extent expressly admitted herein, and denies that the Plaintiff is entitled to any of the relief claimed in the statement of claim.

Background to Plaintiff’s Claims

3. The Defendant, Tricia Darlene Noble, spent over 16 years as an employee of the Credit Union System in Saskatchewan, and was in the employ of the Plaintiff from November 2007, through October 5, 2011, and was a Trust Services Officer for the Plaintiff with oversight of 10 of the Plaintiff’s branch offices when the Plaintiff terminated her employment. The Defendant discharged her employment responsibilities faithfully and diligently, and was terminated without cause by the Plaintiff.
4. The Defendant was also a Member of the Plaintiff in good standing with a CMHC insured mortgage (\$194,401.35 MTG; 127,800 represented as staff mortgage) on her home held by the Plaintiff for a number of years, from October, 2007, through March of 2017. The Defendant says the Plaintiff via its representatives subjected the Defendant to wrongful objectionable treatment and harassment, prompting the Defendant to complain to the Saskatchewan Human Rights Commission. In turn, the Plaintiff decided it would not renew the Defendant’s mortgage and went so far as to initiate foreclosure against the Defendant, which forms the unfortunate backdrop of

these legal proceedings. On October 5, 2011, Vicky Wilson, employee of the Plaintiff, created a note on the Defendant's profile, "Removed from Staff loan program October 5, 2011. The Plaintiff increased the Defendant's mortgage by over 2% without the legislated 30 days notice. The Defendant's payment was increased without her knowledge increasing the risk for her biweekly mortgage payment to become delinquent due to insufficient funds. The Defendant was able to ensure that no payments became delinquent despite the insufficient notice provided by the Plaintiff.

Plaintiff's Claims

5. With respect to paragraph 5 of the claim, the Plaintiff executed incorrect Mortgage Documents in October of 2007 for the Defendant's mortgage; including changes that were made that were not initialed by the Defendant, the Defendant's name was not correct, and the Defendant's signature was not witnessed. The Plaintiff revised the documentation on December 17, 2007, which the Defendant did execute. At page 3, Point 14 thereof the Plaintiff states: "I acknowledge and accept that loans issued under the Staff Loan Program are eligible for sharing In the ProfitShare Program allocation at Synergy Credit Union."

Unwarranted Fees from Plaintiff, Social Media Posts by Defendant

6. With respect to paragraph 6 of the claim, the Defendant says that the Plaintiff failed to execute mortgage renewals in the Plaintiff's favour in a manner which was unfair and deceptive and further applied against her an "Escrow Tax Disbursement" without notice or justification in the amount of \$75.00. The Defendant admits she created a social media post in a private Facebook group identifying issues local to Lloydminster, Saskatchewan, which posting alerted group members to the issue of financial institutions adding administration fees without justification to the costs borne by their borrower clients, but did not name the Plaintiff in said posting.
7. The Defendant says that the Plaintiff did not contact the Defendant in any fashion with respect to attempting to discuss, address or resolve the "Escrow Tax Disbursement" concern raised by the Defendant.

8. The Defendant says that in any of her social media posts at issue in the claim therein to the extent that any of these posts name or implicate the Plaintiff, these posts were made in good faith, and / or were:

- 1) Not intended to lower the Plaintiff in the estimation of reasonable people and in their plain and ordinary meaning or by virtue of surrounding circumstances were not defamatory
- 2) Did not cause the Plaintiff to be regarded with feelings of hatred, contempt, ridicule, fear or dislike
- 3) Justified in that they contained statements true or substantially true
- 4) Made in circumstances of qualified privilege
- 5) Fair comment, touching on matters of public interest, based on fact, recognizable as commentary by the Defendant or opinion, honestly held by the Defendant and not malicious, in that the Defendant believed the comments to be true at the time they were made, acted reasonably in believing the stated facts were true, acted reasonably in expressing any opinions and had reasonable grounds to believe the impugned words were true or substantially true.

9. Further, the Defendant did not in any such communications whether public or private intend to cause economic loss to Plaintiff and did not cause such loss. The Defendant explicitly denies that the words complained of were falsely and maliciously uttered or published. The Defendant denies that she is liable in law for any republication of the impugned social media posts.

10. Further to paragraph 6 of the claim contrary to *The Limitation of Civil Rights Act* for Saskatchewan, the Plaintiff charged its “Escrow Tax Disbursement” to the Defendant, causing the Defendant to opt out of payment of property taxes by the Plaintiff, resulting in a shortfall which the Plaintiff without notice to the Defendant added to the Defendant’s mortgage, resulting in financial cost to which the Defendant did not consent.

11. Further to paragraph 7(a) of the claim and in an attempt to justify non renewal of the Defendant's mortgage, the Plaintiff collected, used and disclosed Facebook posts the Defendant made in a private group called "What's happening in Lloydminster" without the Defendant's consent and for inappropriate purposes (as per OPCC investigation letter June 28, 2020).
12. Further to paragraph 7(b) in an interview with Saskatchewan Human Rights personnel an agent of the Plaintiff, Patricia Wang stated in September of 2017 that:
 - 1) She was aware that the Defendant has made a previous human rights complaint.
 - 2) She first became involved with the Defendant in August 2015 when the Defendant made an objectionable post about the Plaintiff on Facebook.
 - 3) She monitors Facebook for a number of reasons including monitoring for signs of criminal activity, she said she also keeps an eye on postings that cast the Plaintiff in a negative light.
 - 4) Wang said she saw the Defendant's August 2015 Facebook posting about the Plaintiff and entered a note about it in the "relationship profile" for the Defendant in the Plaintiff's computer system. It was a restriction on the Defendant's ability to renew the mortgage.
 - 5) Wang said that decisions about offering a mortgage renewal depend on the circumstances, and that they are looking for members who value their relationship with the Plaintiff. Wang said they don't want members who publicly post negative comments. ("What's happening in Lloydminster" is a Private and Closed Group such that Wang used a personal account or a fraudulent account to monitor The Plaintiff members).
13. Further to paragraph 7(c) the Plaintiff never attempted to resolve the matter with the Defendant in 2015 when Patricia Wang put a restriction on the Defendant's mortgage to not renew in 2016 but states (1) when there has been dealings with the Defendant and staff of the Plaintiff, the Plaintiff believes the complainant will frequently mistreat and bully staff members (2) the Defendant is making false claims against the Plaintiff;

(3) has had aggressive conduct towards the Plaintiff staff and officers. The Defendant denies each of these allegations.

14. Further to paragraph 7(d) the Defendant had not attended the Plaintiff's Branch office in person since 2013. The Defendant dealt with the Plaintiff approximately once a year by telephone for her 2014 and 2015 mortgage renewals and telephoned the Plaintiff on May 31, 2016, to renew her July 23, 2016, mortgage, all without any concern from the Plaintiff to the best of the Defendant's knowledge. The Defendant submitted a request under PIPEDA to the Plaintiff for all audio, video, email, and documentation that were factual or subjective concerning the Plaintiff's characterization of the Defendant. The Plaintiff failed to provide any audio, video, email or documentation to support the Plaintiff's defamatory claims of the Defendant's character, or of allegedly defamatory communications by the Defendant concerning the Plaintiff.
15. Further to paragraph 7(e) the Defendant contacted the Plaintiff on May 31, 2016, to renew her mortgage. The Defendant was transferred to Sandra Wright's voicemail in which the Defendant left a message in regards to renewing her July 23, 2016, mortgage. Sandra Wright's note on the Defendant's relationship profile with the Plaintiff dated June 1, 2016, states, "I received a voicemail from Tricia inquiring about her Mortgage renewal, as per conversation last year with Patty Wang, I forwarded the voice mail to her [Wang]."
16. Further to paragraph 7(f), on June 2, 2016, the Plaintiff had internal discussions to reach an agreed upon approach regarding the Defendant's mortgage renewal. Email from Brent Bergen to Patricia Wang; Christine Tucker; Jason Bazinet and Glenn Stang (current CEO for Plaintiff). Subject RE: Tricia McDonald. The Plaintiff's CEO and managements decision of freeing the Defendant up from her Relationship with the Plaintiff by having her move her business from the Plaintiff including her mortgage. Statement at the end of the email: "We should expect some social media buzz when Trish learns of this." Note that the Plaintiff named Brent Bergen as a witness for the Defendant's complaint to the Saskatchewan Human Rights Commission but Brent Bergen failed or refused to be interviewed. The Saskatchewan Human Rights

Commission interviewed Sandra Wright instead who in 2015 was not associated with the Defendant's account, a friend on the Defendant's Facebook, was a co-worker with the Defendant and would have been aware of the Defendant's first human rights complaint. Mr. Jeff Kerr's January 21, 2020, PIPEDA Response letter #10 states "no specific account manager had been assigned at any one time" but Glenn Stang had stated to the Saskatchewan Human Rights Commission Sandra Wright was the Defendant's account manager.

17. The Defendant says that the Plaintiff's attempt to terminate her membership was wrongfully taken by management as opposed to the majority of the board of directors as mandated by *The Credit Union Act for Saskatchewan* and as such was improper and / or unlawful.
18. Further the Defendant says that the Plaintiff has, without justification, continued to refuse to provide proof of the Defendant's membership or profit share account in contravention of *The Credit Union Act*, s. 128 (1-4), which the Defendant officially requested on April 7, 2022, and excluded from her December 2019 PIPEDA request.
19. Further to paragraph 8, faced with the prospect of the Plaintiff's demand on the Defendant's mortgage, the Defendant retained legal counsel in order to request mortgage renewal at a posted rate available to all members and in exchange the Defendant would no longer voice her opinion of the Plaintiff. This information was obtained from Patty Wang's June 22, 2016. email. The Plaintiff instead determined to proceed with foreclosure against the Defendant if her mortgage was not paid out on July 23, 2016.
20. However, the Plaintiff's representatives failed to execute the required demand documentation and improperly commenced foreclosure against the Defendant prompting the Defendant to initiate a complaint concerning the Plaintiff to the Saskatchewan Human Rights Commission for imposing a financial loss or disadvantage against her.

21. Further to paragraph 8(g) of the claim, on July 30, 2016, Patricia Wang, Manager of Risk for the Plaintiff noted on the Defendant's relationship profile, "Have sent the mortgage renewal to Jeff Kerr." Wang willingly and knowingly executed a Mortgage Renewal and Disclosure Statement with the effective date of July 23, 2016, in contravention of c.c-41.01 *Cost of Credit Disclosure Act, 2002* 28 (1) If the amortization period for a mortgage loan under a scheduled-payments credit agreement is longer than the term of the loan, the credit grantor shall **notify the borrower in writing, at least 21 days before the end of the term**, which would have been July 2, 2016.
22. Further to paragraph 8(h) Wang's July 30, 2016, note on the Plaintiff's System stating, "Have sent Mortgage Renewal to Jeff Kerr" was not disclosed but wrongfully withheld from The Plaintiff's August 23, 2016, Respondent Questionnaire.
23. Further to paragraph 8(i) Pursuant to *The Cost of Credit Disclosure Act 2002*; Remedies for contravening this Act – s. 48 (1) **A contravention of this Act by a credit grantor is an excusable error if (c) on discovering the contravention, the credit grantor promptly took steps to minimize it effect on the borrower.** Instead of the Plaintiff upon discovery of their error and minimizing the effect on the Defendant by offering her the one year rate at 3.14% (as advertised and posted as an available rate for all Members of the Plaintiff), the Plaintiff wrongfully executed a letter dated August 5, 2016, representing that Wang's executed July 30, 2016, Mortgage Renewal and Disclosure Documents with an effective date of July 23, 2016, were being made available in accordance with the Plaintiff's governing legislation, *The Cost of Credit Act, 2002*, when the Plaintiff's actions contravened the Act by:
 - 1) not providing any mortgage documentation prior to June 23, or July 2, 2016;
 - 2) offering only one renewal term of 6.3%, a bi-weekly increase of \$167.06;
 - 3) stating that the Defendant must make a decision accepting the proffered mortgage interest rate within 10 days (August 15, 2016), or face a foreclosure action prosecuted by the Plaintiff.

24. Further to paragraph 8(l), on October 5, 2016, the Plaintiff executed a Notice of Intention demand document, which misrepresented the Defendant's finances, her mortgage and omitted material information in the Plaintiff's sworn evidence.
25. Further to paragraph 8(m) the Plaintiff stated in their Notice of Intention to the Ministry of Justice that the last payment made by the Defendant on the said mortgage was made on September 16, 2016, in the amount of \$324.58; which was incorrect and incomplete. The September 16, 2016, payment was \$324.58 plus a Principal Only Payment of \$75.42 and the last payment made was September 30, 2016. The Notice of Intention was signed by the Plaintiff's counsel on October 6, 2016.
26. Further to paragraph 8(n) the Plaintiff did not serve their Notice of Intention on the Defendant's counsel but had it delivered to the Defendant on October 18th, 2016 (who is not a lawyer) at 303 4811 47th Ave in Lloydminster Saskatchewan. The Plaintiff falsely stated to the Saskatchewan Human Rights Commission in November of 2020 and to date that all documents were served on the Defendant's lawyer.
27. Further to paragraph 8(o), following the Defendant's communication with the office of the Ministry of Justice and subsequent to the Plaintiff's representation in its correspondence of August, 2016, to the effect that the Plaintiff's complaint handling process governed under the Saskatchewan Law Market Code was available to the Defendant, she filed an official complaint dated October 19, 2016, with proof the September 30, 2016, mortgage payment had been made by the Defendant.
28. Further to paragraph 8(p) Mr. Edward Noble on behalf of the Defendant hand delivered the Defendant's complaint to Gordon Thiel, manager of the Plaintiff's Lloydminster Branch and to Mr. Jeffrey Kerr, counsel to the Plaintiff. In addition, 12 individual copies of said complaint were mailed by the Defendant via express post to each of the Plaintiff's (then) board members, for which a signature was received by Canada post verifying delivery to the Plaintiff. Market Code standards with respect to timing requirements for complaints require that:
 - 1) Complaints will be acknowledged within 5 working days of receipt,

- 2) Investigation results are to be communicated along with any appropriate offer of redress within 8 weeks of receipt of a complaint; and
 - 3) An overall time limit of 8 weeks from receipt of the complaint to the issue of a final response is required.
29. Further to paragraph 8(q) the Plaintiff's board members did not receive their copies of the Defendant's October 19, 2016, complaint prior to their October 31, 2016, board meeting, nor did the Plaintiff acknowledge the Defendant's complaint within 5 working days of receipt as per the Plaintiff's Market Code obligations under Saskatchewan law.
30. Further to paragraph 8(r) as a result of the Plaintiff's execution of its October 6, 2016, Notice of Intention thereby contravening market code despite proof the Defendant's September 30, 2016, mortgage payment was duly made; demonstrates that the Plaintiff willingly and knowingly contravene c.L-16 *The Limitation of Civil Rights Act for Saskatchewan*, and in particular contravened: the secured party shall not, by reason ONLY of failure by the debtor to make a payment under an agreement, take ANY PROCEEDINGS to take POSSESSION of an article that is, in whole or in part, the security under the agreement.
31. Further to paragraph 8(s), the Plaintiff, despite a mortgage mediation date set for October 12, 2016, in Saskatoon with the Saskatchewan Human Rights Commission, executed correspondence dated October 6, 2016, to the Defendant's counsel, which the Defendant received on October 11, 2016, stating, "We have not received from your client any counter-offer to our two prior offers of settlement (the Defendant had consistently maintained her openness to renewal at the 12-month term for 3.14%). As such, your client has left us NO OPTION but to commence a foreclosure application. Mediation was confirmed by an email received from the Saskatchewan Human Rights Commission dated Sept 21, 2016, and stated "I have confirmed mediation with the respondent for the morning of October 12th at our office in Saskatoon. I ask that parties set aside the morning for mediation."
32. Further to paragraph 8(t) on behalf of the Plaintiff counsel Jeffrey Kerr and representative Jason Bazinet attended the Saskatchewan Human Rights Commission

Mediation in Saskatoon on October 12, 2016, for SK 16-17-122. The Plaintiff failed to disclose the fact that it had executed its Notice of Intention on October 5, 2016, and had not provided the Saskatchewan Human Rights Commission with a copy of their October 6, 2016, letter contending that the matter before the Saskatchewan Human Rights Commission was unable to be resolved. This was a plain and obvious contravention of the Plaintiff's duty to acting in Good Faith to which both Plaintiff and Defendant committed via their execution of various documentation to this effect provided by the Saskatchewan Human Rights Commission prior to the mediation.

33. Further to paragraph 8(u) on November 29, 2016, the Plaintiff instructed correspondence from its counsel stating, at paragraph 6, "First, with regard to the complaint provided to [the Plaintiff], my client 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." The Defendant pleads that said correspondence establishes that the Plaintiff was in contravention of their complaint handling process by not acknowledging the Defendant's October 19, 2016, complaint within 5 days, as required.
34. Further to paragraph 9, the Plaintiff's Notice of Intention with respect to foreclosure was inaccurate and incorrect with respect to the Defendant's 'last mortgage payment' as described herein, showing an incorrect amount for the Defendant's September 16, 2016, payment, which was in fact made in the proper amount on September 30, 2016. The Defendant states that the Plaintiff's launching of foreclosure proceedings against her was based on factual inaccuracies causing her significant expense and damages.
35. Further to paragraph 10, the Plaintiff through its counsel misled the court considering the circumstances of the Defendant with respect to mortgage payment amounts made, timing of same, and by withholding germane and relevant information from its board of directors in order to prosecute foreclosure against the Defendant maliciously and without proper legal foundation.

36. Further to paragraph 11, the Defendant pleads and contends that the Plaintiff abused its right to foreclose on the Defendant's mortgage despite the Defendant being a Member of the Plaintiff in good standing and current with respect to mortgage payments, and further that the Plaintiff failed to execute demand documents properly, ultimately doing so in a manner misrepresenting the facts with respect to the Defendant's actual payments made. Further, the Plaintiff through its counsel represented to the court that the Defendant was unrepresented by counsel when in fact counsel for the Defendant had corresponded extensively with Plaintiff's counsel.
37. Further to paragraph 12, the Defendant's pursuit of relief from the Saskatchewan Human Rights Commission was made appropriately and with cause, such that the investigation process required nearly two years to complete.
38. Further to paragraph 13, the Defendant presented new information to the Plaintiff's board of directors in December of 2017. However, the CEO of the Plaintiff did not provide this information to the Saskatchewan Human Rights Commission until October 9, 2018, following the conclusion of the investigation and report of the Saskatchewan Human Rights Commission was already completed. The Defendant contends that the Plaintiff conspired to delay this investigation for the purpose of causing the applicable limitation period for suit by the Defendant against the Plaintiff to expire.
39. Further to paragraphs 14, 15, and 16 the Defendant appropriately pursued such relief and oversight as was available to her from bodies and tribunals tasked with relevant oversight and for no improper purpose. On June 30, 2021, the Defendant was provided with what she believed to be a fraudulent document dated May 7, 2014, by the Privacy Officer, prompting the Defendant to submit a complaint dated October 6, 2021, which the Plaintiff refused to acknowledge such that the Defendant requested review and relief from the Ombudsman for Banking Services and Investments "OBSI". Further particulars in this regard will be established and proven at trial.
40. Further to paragraph 17 of the claim, with respect to allegations of defamation the Defendant reiterates her defence(s) that her statements were not defamatory, and / or were justified as true or substantially true, made in circumstances of qualified

privilege, fair comment, honestly held and not malicious. Further, the Plaintiff has improperly collected, used and disclosed postings in a private Facebook group without the consent of the Defendant, and for an improper purpose, using subterfuge or false pretences to do so. In particular, where the Defendant described falsified evidence and documentation proffered by the Plaintiff in court against the Defendant in pursuit of foreclosure against the Defendant, the Defendant relies upon the substantial truth of the statement.

41. Further in this regard the Defendant pleads as follows:

- 1) On October 6, 2021, the Defendant submitted an official complaint to the Plaintiff's board as to address inaccuracies in the response dated June 30, 2021, provided by the Plaintiff's Privacy Officer wherein the Defendant identified several inaccuracies including but not limited to a fraudulent letter dated May 7, 2014, which the Plaintiff that they attached to the Defendant's file but which was never received by the Defendant.
- 2) The Plaintiff failed to acknowledge the Defendant's complaint within 5 days and refused to provide its own board with opportunity to review said information. There was no final response provided by the Plaintiff in the following 8 weeks, nor any avenue of redress offered to the Defendant.
- 3) The Defendant submitted a complaint to OBSI only after 90 days passed without receiving any acknowledgement or response from the Plaintiff, on January 11, 2022. OBSI mandate not to investigate frivolous or vexatious complaints.
- 4) The Defendant on July 8, 2020, completed and submitted the Plaintiff's withdrawal of consent form, which included any "implied consent." At no time did the Plaintiff receive consent from any member to have their Facebook posts from a private group used, collected or shared. At no time did the Defendant seek to disseminate damaging information concerning the Plaintiff "as widely as possible" contrary to the Plaintiff's claim(s).

42. Further to paragraph 24, while being self represented, on March 24, 2016, the Defendant entered a settlement agreement of a valid 2014 complaint against the Plaintiff with the assistance and oversight of the Saskatchewan Human Rights Commission which the Plaintiff's current CEO Glenn Stang (signed and executed March 31, 2014 with counsel) denies knowledge of. Subsequent to this the Plaintiff has pursued two frivolous and vexatious court actions against the Defendant. As a result, the Plaintiff has breached Section 53 of the Saskatchewan Human Rights Code which is intended to protect those who participate in the Commission's process as a complainant. It is a breach for any person to intimidate, retaliate against, coerce, or impose any kind of penalty, loss or disadvantage on any person who has participated in the Commission's process, including as a complainant. Current CEO of the Plaintiff Glenn Stang has taken intentional steps and decisions linked to the Defendant's participation in the Commission's process by terminating the Defendant's employment in 2011 and as evidenced by his management action(s) including, but not limited to his April 7, 2014, letter to Tim McMillion MLA, and the June 2, 2016, decision to revoke the Defendant's membership with the Plaintiff, without just cause
43. Further to paragraph 26 the Defendant has yet to quantify damages caused by the Plaintiff due to the Plaintiff's withholding of information and denial of the Defendant's accuracy requests as submitted to the Plaintiff. Despite the Defendant's past requests and the more recent requests conveyed the Defendant's counsel, the Plaintiff refused to provide proof of membership and profit share account to the Defendant. If the Plaintiff has not already terminated the Defendant's membership in 2015 or 2016 contrary to *the Credit Union Act* for Saskatchewan, the Defendant calls on the Plaintiff to furnish this information as requested. This information was omitted from the Defendant's December 19, 2019, PIPEDA request.
44. The Defendant pleads that neither her words nor actions caused any actual injury or damage to the Plaintiff, and the Defendant puts the Plaintiff to the strict proof thereof. The Defendant denies that the Plaintiff has suffered any damages, as alleged or at all, and no particulars of any alleged damages have been pleaded or provided.

45. With respect to the Plaintiff's claim against the Defendant for frivolous or vexatious litigation the Defendant pleads and relies upon s. 2(b) of the Canadian Charter of Rights and Freedoms which guarantees freedom of thought, belief, opinion and expression.
46. The Defendant pleads that it is the Plaintiff's action which is frivolous and vexatious, and has been commenced with the intent of preventing the Defendant from commenting on wrongful or inappropriate behaviour and conduct engaged in by the Plaintiff, and with the intent of preventing the Defendant from pursuing her rights and interests as protected by tribunals and bodies charged with the oversight of financial institutions such as the Plaintiff.
47. Accordingly, the Defendant seeks dismissal of the Plaintiff's claim, with costs on a full indemnity basis, or alternatively on a substantial indemnity basis.

NOTICE OF COUNTERCLAIM

NOTICE

If you do not deliver a Defence to Counterclaim within 20 days after the day of service of this defence and counterclaim, you are liable to have judgment entered against you pursuant to *The Queen's Bench Rules* without further notice to you.


COUNTERCLAIM

48. Although the Defendant was a Member of the Plaintiff in good standing for a number of years, the Plaintiff wrongfully failed to pay to the Defendant any profit share payments properly due to the Defendant over the course of the Defendant's membership and dealings with the Plaintiff, in an amount to be proven at trial.
49. The Plaintiff wrongfully initiated and prosecuted a foreclosure action on a false factual basis against the Defendant causing financial loss and hardship and other damages in an amount to be proven at trial.

50. The Defendant seeks an order of this Honourable Court compelling the Plaintiff to provide documentary proof of the Defendant's membership or profit share account pursuant to *The Credit Union Act*, s. 128 (1-4),

51. Therefore, the Plaintiff seeks judgement and damages against the Plaintiff (Defendant by Counterclaim) in an amount to be proven at trial.

DATED at Saskatoon, Saskatchewan, this 17th day of November, 2022.

VANSTONE LAW
Per: 
Mark R. Vanstone

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