

Re: 23-015662 AABS (the "LAT Proceeding") - potential sixth notice of motion – separate and distinct from 5th notice of motion – conflict of interest – the acting of "Andy Gera" – irremediably tainted this LAT proceeding – abuse of process

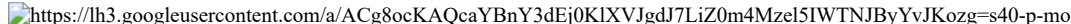
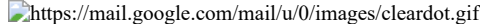
Kevin McLean <mcleansniclat@gmail.com>

To: "Nieuwland, Matthew" <Matthew.Nieuwland@tdinsurance.com>, Andrew.papadimitropoulos@tdinsurance.com, "Moraes, Michelle" <Michelle.Moraes@tdinsurance.com>, James.V.Russell@tdinsurance.com

Dear Sirs/Mesdames: a copy of my emails and attachment for service upon you.

Appendix

23-015662/AABS - URGENT INQUIRY DIRECTED TO LAT AND/OR SNIC (KARAT), "TDIADR" (CONT

Inbox
 Search for all messages with label Inbox
 Remove label Inbox from this conversation
 #URGENT-TDIADR-SPAM
 Search for all messages with label #URGENT-TDIADR-SPAM
 Remove label #URGENT-TDIADR-SPAM from this conversation

Kevin McLean <mcleansniclat@gmail.com> Apr 30, 2024, 1:13 PM (2 days ago) 
 to LATRegistrar, TDI, David, Christiana, Matthew

 April 30, 2024

RE: 23-015662/AABS - URGENT INQUIRY DIRECTED TO LAT AND/OR SNIC (KARAT), "TDIADR" (CONTROLLING INDIVIDUAL OF EMAIL) AND "TDGIC" (NIE

Dear Sirs/Mesdames:

I write on an urgent basis. In reviewing my materials, with a focus on chronology, for the NOM #4 and NOM #6, it appears that "TDIADR" email was included in mid-January 2024 and I am not intending to fault any person or body here but clarity is required considering the current state of this LAT file 23-015662.

When reviewing the one email from "TDIADR" email to me, which is in my affirmed evidence, said "email account" asked me to not email my OCF expenses to it. With hindsight, (Markham) provided me).

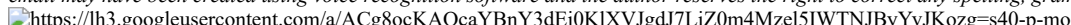
Therefore, my conclusion is that the TDIADR email (or via phone) must have misinformed the Tribunal that the "Respondent" was "TDGIC" when it was not named in my Appeal or the If any of the above have a copy of an email or notes to a phone conversation, *would you kindly provide them by the end of the business day?* Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
 ("Appellant", "Applicant", or "Insured Person")

(e): **MCLEANSNICLAT@GMAIL.COM**
 (p): 647.513.1270
 (a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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Kevin McLean  
 to LATRegistrar, TDI, David, Christiana, Matthew

 Dear Sirs/Mesdames:

I confirm that I did not receive a response regarding the above.

I write to confirm for the purposes of today, I will be raising the above emails and the below (which is attached) as these issues have just dawned on me and/or brought to my attention. I am who "manned" the TDIADR email and be ready to provide the same today along with any documents therein.

I again confirm that the insurer herein and my insurer (by virtue of the Insurance Act et al) is Security National Insurance Company. I do not consent to any chance of "insurer". I did not With great respect, I believe the below and previous proves intentional misconduct and misleading of the Tribunal. Before any steps are taken, I will require Mr. Karat or Mr. Nieuwland (

Appendix

Reply to the attention of (exclusively for LAT File Number): Mr. Kevin A. McLean (B.A., J.D., CIM) (he/him)

(e): **mcleansniclat@gmail.com**

(p): 647.513.1270^[1]

Residential address and address for service: 410-775 King Street West, Toronto, Ontario, M5V 2K3

Insurance Policy #: #001013511806

Insurance Program: “TD Insurance Meloche Monnex” (Alumni An

Broker: Meloche Monnex Financial Services Inc. [\[ii\]](#)

Underwriter/Insurer: Security National Insurance Company

Named Insureds: BMW Financial Services Inc. (A Division of BMW

Insured Automobile: BMW 3 Series Xi Drive 2019

Insured Person/Appellant: Mr. Kevin A. McLean (B.A., J.D., CIM) (

Date of Loss: August 31, 2022 (“DOL”)

Location of Loss: Spadina Road (between Heath Rd and St. Clair Av

Police File Number (North York Reporting Collision Centre):

TD Insurance Claim #: 035325790-3 (“TD Claim #3”)

AABS File Number: “23-015662/AABS

Date: May 2, 2024

DICTATED WITH VOICE RECOGNITION SOFTWARE [\[1\]](#) [\[iii\]](#)

-
PRIVATE AND CONFIDENTIAL (EXCLUSIVELY FOR THE PURPOSES OF LAT and this LAT PROCEEDIN

-
VIA THE BELOW METHODS FOR SERVICE AND FILING

-
VIA TRIBUNALS ONTARIO PORTAL WITH COPY TO LAT REGISTRAR (MR. GRANT) AND THE BELO

-
VIA Email and PDF Email

TO: LAT Registrar

Tribunals Ontario

Licence Appeal Tribunal (“LAT”) Automobile Accident Benefits Service (“AABS”)

Mailing Address:

15 Grosvenor Street, Ground Floor

Toronto, ON M7A 2G6

Tel.: 416-326-1356 1-888-444-0240

TTY: 1-800-855-0511

(LATregistrar@ontario.ca)

With copy to case management officer: Mr. Josh Grant

Kind attention: Head Registrar (kindly redirected to the appointed and delegated Reconsideration Adjudicator)

AND TO BY COPYING: TD Insurance (“TD Insurance” or “TD”): Security National Insurance Co

101 McNabb Street, 2nd Floor
Markham, Ontario
L3B 4H8

Attention: SNIC and its sole representative (ADR Specialist) in Mr. David Karat, who solely executed (February 14, 2024 served on Appellant).

-

(e): david.karat@tdinsurance.com

-

-

-

KIND ATTENTION: Mr. James V. Russell (“Russell”), Chief Agent of Security National Insurance Co

-

(e): James.v.russell@tdinsurance.com

-

-

AND TO (BY COURTESY NOTICE): “counsel” of the “unnamed party”^[v] and non-insurer and attached documents in the Appellant’s Appeal), and LAT Proceeding herein: Mr. Matthew Staff Legal” (downtown Toronto office), and counsel to TDGIC by the Nieuwland DOR No

matthew.Nieuwland@tdinsurance.com

Re: 23-015662/ABS File (“23-015662”, “015662” or “LAT File Number”)

-

Re #2: NOM #4: Joint Hearing Record separated by: (i) Index; (ii) Tabs (23); and (iii) consecutively nu

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-

Dear Sirs/Mesdames:

Volume #1: Important Issue that I will be raising today for purposes of NOM #4, NOM #6 and any potentia

1. I write regarding the above.
2. As the Tribunal will be aware along with the recipients of this letter, I referenced in my affidavits (see: Affidavit #3 and #16), the “**Spam Fax**” or “Spam Faxes” in and control of the “Spam Fax” that I am referring herein to have a copy to be read into the record and to provide a copy to me and the Tribunal on a forthwith basis.

Volume #2: Spam Fax: no record of my TD Claim #3, send faxes to a different fax number in the OCF documents (provided by Ms. Nurse) and an address unknown to me (defined herei

3. In reference to the “Spam Fax” (subject to checking my paper and electronic records), there was a fax referenced, when I did not receive faxes from Ms. Nurse (at tl to me.
4. While I had to block the fax number in question as I was concerned for data breach and security purposes, it has now dawned on me that this was on or around the Markham”) to “Consequence Management”.
5. Moreover, it came at around the time that I was sending of faxes for payment of outstanding IRB, OCF-6 expenses et al. It was also around that time Ms. Nurse sen initials of “Ki W”.
6. I also note that April 6, 2023 was the last time that SNIC paid any benefits or expenses (section 25) to my Beneficiary Bank Account.
7. I further note that it was in late January or early February 2023 that I made my first *PIPEDA* request.
8. When the “Spam Fax” was received, I promptly notified SNIC Markham of those issues with emails to Ms. Nurse which are in the record of proceeding herein (see: /
9. I continued to fax to SNIC Markham and those faxes were received. As noted, I did not hear from Ms. Nurse for some time and some of the records in unnumbered & SNIC Burlington (TD Insurance Meloche Monnex).

Important Fact

10. As I was unaware of the 905 Fax Number until I returned from Europe after my succession of MRI’s, assessments and examinations, I continued to fax SNIC Mar MRI’s, and my CAT Impairment issues.
11. Therefore, whatever the “Spam Fax” was or sent by whomever, it was very concerning to me at the time. It is even more concerning now as I believe (subject to c companies” from “SNIC” to “TDGIC”.
12. The record is unequivocally clear that after that time I continued to communicate via fax to SNIC Markham and then attempted to fax to SNIC Burlington (905 Fax N
13. I will call on any representative that is present today for SNIC and/or TDGIC (the “Non-SABS Insurance Company”) to speak to the issue and provide documentation
14. If I am not mistaken, the address that said Spam Fax, without any named individual or contact information therein from a fax number not in my “contacts list” was the
15. I recall vaguely (with having to check my notes in hard copy form) that there was a reference to a “North York” address and I was beyond puzzled as I knew that Mar
16. Of course, no matter the above, SNIC is the only insurer in the Insurance Policy, referenced in any documents with TD Claim #3, and that filed the Response herein.

Volume #3: Conclusion

17. In conclusion, it now appears that the representations by Mr. Nieuwland in his “Motion Submissions” to NOM #6 (see: Hearing Brief, Tab 37, page 450) were fals Applicant including Mr. Andrew Papadimitropoulos....have never been involved in the handling of this matter.”
18. Mr. Nieuwland distinguishes between “this matter” and “LAT Application” by his paragraph 5 therein wherein he represented to the Tribunal, “Mr. Karat is the ADR c
19. If there were no concerns regarding the Divorced Husband Conflicted Lawyer “handling this matter” from the DOL to Spring 2023, then why did I receive a “Spam SNIC Markham to the “Spam Fax”? I believe those questions now answer themselves.
20. As noted, none of the Impugned Individuals (Mr. Nieuwland refers to them as “parties” [sic]) have provided any evidence.
21. What is now so compelling is the conduct herein in that Mr. Karat confirmed by representation to me on January 23, 2024 that he was assigned to handle this LAT d and refused my overtures regarding filing a DOR for SNIC.
22. The only logical conclusion is that Mr. Nieuwland was unequivocally aware of these conflict of interest issues (as was SNIC since the DOL and into the Spring of / provide notice to the above.
23. As it relates to NOM #4 (IRB Quantum Motion), this is deeply concerning as “SNIC” may no longer have my Beneficiary Bank Account information and/or I am not

24. As it relates to NOM #6, this is further grounds for why all of those individuals must be forthwith disqualified.
25. I will also send this as an email and attach copies of my email that I sent the other day to LAT and some of the above regarding whom could have informed the Tribunal.
26. Thank you kindly.

DULY SIGNED BY THE UNDERSIGNED APPLICANT (APPELLANT) IN THIS LAT PROCEEDING H

Per:

Kevin A. McLean, B.A., J.D., CIM

KM/dsw

Enclosures:

BCC: [redacted]

^[1]Due to Disability and Catastrophic Impairment (as found by independent medical evidence, reports, assessments and examinations one year after the Accident or MVA)

^[i]Kind note to LAT: the phone number in the NOM #4 for the Applicant is misidentified by the Applicant's fax number. Kindly correct the name to 647.513.1270.

^[ii]See: Tab 23, page 658

^[iii]Kindly excuse any errors of a spelling, grammatical or syntax nature and please watch for any important qualifiers such as: no, non, not, or otherwise including any inadvertent double negatives. I kindly reserve the right to m

^[iv](also defined as it relates to the Insurance Policy herein as "TD Insurance Meloche Monnex" which refers to the insurance policies specifically for alumni and professionals which are specifically distributed by "Meloche Mor

^[v]an unnamed party ("TDGIC") in the Appeal (Application) and Response (defined as the "Purported SNIC Response" executed by Mr. Karat, an ADR Specialist, but neither licensed with the LSO nor covered by an exemption

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Tue, Apr 30, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: Speaking Notes for NOM #6

Dear Sirs/Mesdames:

Please find my "Speaking Notes", appended to Affidavit #20 as Exhibit "A", and the E-receipt for the same.

As noted, any attendance at the hearing on behalf of TDGIC and Nieuwland will simply be further breaches of the *PIPEDA*, breaches of confidence, breaches of privacy, et al. The first time. Ironically, it was those submissions that unequivocally proved an actual conflict of interest.

I again confirm that I have not consented, am not consenting, and will not consent to unauthorized uses, unauthorized access or unauthorized disclosures of my Confidential Information with *PIPEDA*.

As noted, I learned from a health practitioner that there is a new adjuster (by continuing to submit my updated and continued treatment – now nearly two years from the Accident) in my Company.

It should have not required this kind of "legal horsepower" (admittedly smarter lawyers than I ever was which apparently is some kind of "sticking point" for Mr. Nieuwland while my status of the regulatory body he cites and the successful decisions, and how it will eventually conclude as that is neither here nor there for a SABS matter. Then again, TDGIC is not the same.

Please disregard the previous submissions as these were reviewed and amended by three different persons, now filed and served upon you.

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
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On Mon, Apr 29, 2024 at 4:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #6

Dear Sirs/Mesdames:

I am pleased to enclose my "current" "Speaking Notes" to be filed with the Tribunal for the NOM #6 on May 2, 2024. As you will see, they are lengthy and comprehensive for the reason. While I may make some administrative and clerical changes, or they may be done on my behalf, the substance shall remain the same.

I will likely include a "Table of Contents" but again the substance will remain the same. I am reviewing what I can seek in costs but that will be determined on how much of the "full" cost.

I confirm herein that any order that SNIC retain counsel within a time period will be objected to on the grounds that it does not stay any relief I am seeking.

Of course, it should go without saying that within the first ten paragraphs of Nieuwland's submissions in relation to the NOM #6, each and every representation therein was false in part, like the January 23, 2024 email.

I trust you appreciate the courtesy. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 26, 2024 at 7:24 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #6

Dear Sirs/Mesdames:

I now confirm that you have all of the scans from the Joint Hearing Record for NOM #6. While I did so as a courtesy, it is to make use of the hearing time on May 2, 2024 in an "SABS Insurer") will need to find an authorized representative in quick order to even be in attendance on Thursday, May 2, 2024 or it will be faced without having a represent independent outside counsel (lawyer licensee) so SNIC has evinced some form of intention to respond to future motions in accordance with the Purported SNIC Response. If it do Impairment issue without any requirement to provide notice to SNIC of any future hearings (see: SPPA, s.7 and IV Raleigh Holdings). I will append the above to a certificate of sei

Thank you.

Appendix

Karat, David

Wed, Apr 10, 3:59 PM

 <https://mail.g>
 <https://mail.g>
 <https://mail.g>

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Wednesday, April 10, 2024, and will return on Thursday, April 11, 2024. I will be checking my email perio

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD Insurance**
101 McNabb St., Markham, ON L3R 4H8
T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primum Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Fri, Apr 26, 2024 at 7:18 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: NOM #6

Dear Sirs/Mesdames:

Please find Part 5 attached.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 26, 2024 at 7:17 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: NOM #6

Dear Sirs/Mesdames:

Please find Part 4 attached.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 26, 2024 at 7:16 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: NOM #6

Dear Sirs/Mesdames:

Please find Part 3 attached.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 26, 2024 at 7:16 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: NOM #6

Dear Sirs/Mesdames:

Please find Part 2 attached.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 26, 2024 at 7:12 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: NOM #6

Dear Sirs/Mesdames:

Please find Part 1 attached.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
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On Fri, Apr 26, 2024 at 7:01 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #6 – the entire Joint Hearing Record filed – to be attached on a piecemeal basis: e-receipts first – then joint hearing record scans: Part 1 to 5

Dear Sirs/Mesdames:

I now attach the above with the remainder to follow. I am providing the same courtesy. As per Mr. Nieuwland's Purported Responsive Hearing Brief to NOM #6 not to be relied upon at all (as TDGIC is a Non-SABS Insurer) and he requires leave to rely on any document or thing (see: LAT Rule 9.3).

I will oppose any attempt to obtain leave at this very late stage on a variety of grounds.

I reserve the right to draw this correspondence to the attention of LAT for any purposes I deem necessary and are lawful.

While TDGIC is a "NON-SABS Insurer", it does not provide it any authority to disclose any of my Confidential Information to other Non-SABS Insurer; particularly

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Fri, Apr 26, 2024 at 2:08 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames

Kindly find attached the enumerated pages from Tab 37 and 38 from the Joint Hearing Brief Record – now filed with the Tribunal. For Mr. Nieuwland's edification. Mr. Nieuwland missed one important document in his submissions which is the "Response" (also known as a "responsive pleading" or the "Purported SNIC Response"). I shall proceed and seek costs against Mr. Nieuwland in his personal capacity.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
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On Fri, Apr 26, 2024 at 2:00 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames

Kindly find attached the Joint Hearing Brief Index regarding NOM #6 (e-receipt and letter attached as well). Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Thu, Apr 25, 2024 at 5:53 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: 23-015662/AABS – confirmed filing and service in accordance with LAT Order (April 9, 2024)

Dear Sirs/Mesdames:

While the majority of you failed to provide any evidence or submissions, but for Mr. Nieuwland on behalf of a Non-SABS Insurer, I am providing you a copy regard. I will, of course, be seeking costs against Mr. Nieuwland in his personal capacity for his filed hearing brief albeit not in accordance with the LAT Rules

I intend to proceed and will object to any late filed materials by any of the above. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Fri, Apr 12, 2024 at 7:41 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames:

Kindly find attached my filed summons for Ms. Moraes with e-receipt. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Thu, Apr 11, 2024 at 9:53 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: Notice – the Written hearing brief for the required response to the COI Disqualification Motion is a nullity, breach of LAT Rules and a breach

Dear Sirs/Mesdames:

As I have just relayed to LAT (Registrar: attention Mr. Grant), Mr. Nieuwland's purportedly responsive written hearing brief for "A PARTY" for the IRB q

While SNIC had until April 18, 2024 to file a responsive hearing brief (written submission, evidence and authorities which had to be indexed, tabbed and c to bring a motion and seek permission (NOT consent as it once was) under the New LAT Rules.

It is understandable why the LAT Registrar provided a notification as to the issue of excess pages but it was far worse than that. In my view, Mr. Nieuwlan

I say this respectfully: perhaps, he should not have spent his time focusing on me and previous issues with a soon to be defunct regulatory body in the I legislation has been released by AGBC Sharma as of yesterday and was consistent with what I argued for nearly a decade. Moreover, had it not been a n including a **Concealed RAM Dump** which it failed to inform the court of, but then again, it is not necessary now. I could have said that leaves me in the should be ashamed of himself for engaging in that sort of low brow amateur style tactics. Frankly, it is professional misconduct.

In my view, this puts Mr. Nieuwland in a further conflict of interest as now costs are being sought against him in his personal capacity. This leaves aside th LAT Orders and the New LAT Rules.

It is why I emailed to the degree that I did to draw Mr. Nieuwland's attention to the New LAT Rules but instead he failed to take heed of my invitation.

I again invite SNIC to obtain independent counsel and (TDGIC to the extent necessary as costs may be awarded against it on a joint and several basis with

In the interim, SNIC is required to comply with its obligations and I have copied Ms. Persaud for that very purpose. Ironically, there are some new "myste inadmissible.

You may wish to read PIPEDA before you think you can "close" a PIPEDA request as I do have the right to review and make a complaint which I already have them.

I will proceed with my relief for findings of conflict of interest against all of the relevant individuals (not "parties" as Mr. Nieuwland represented). Mr. discharge the duty of good faith and the fiduciary duties required of an accident benefits insurer.

I will get to the truth irrespective of these blatant breaches of the LAT Rules.

Thank you.

(By the way, your motion is also nullity and wholly inadmissible. Mr. Nieuwland had to ask the LAT Registrar which document exceeded the page count o

Appendix

Kevin McLean <mcleansniclat@gmail.com>

8:42 PM (48 minutes ago)

to Christiana, LATRegistrar, Matthew, TDI

Re: LAT Rule 9.4.5: IRB Motion

Dear LAT:

In addition to the excessive pages of non-evidence that was included by Mr. Nieuwland on behalf of TDGIC, I also draw to the attention of LAT as yet and on that ground as well but I believe that means that Mr. Nieuwland is required to bring a new motion to seek permission to be able to refile. In my view, th

I have attached a copy for ease of reference. However, it is not indexed, not tabbed in accordance with the requirement, and there is no consecutive number of SNIC). To the extent that the IRB consists of an "electronic hearing" (i.e. via telephone), it would fail in that regard as well.

I too agree that since it is not tabbed, numbered and indexed, it amounts to not only breach of the below LAT Rules but also in excess of the page requirem

The emphasis is mine below under Rule 9.4.5.

Appendix

9.4.5 FILING WITH THE TRIBUNAL - DEADLINE FOR WRITTEN HEARINGS (AABS)

The deadline for filing and serving submissions and hearing briefs for written hearings will be set by order of the Tribunal. Written hearing briefs **must** be

9.4.3 FILING WITH THE TRIBUNAL – 21 DAY DEADLINE FOR ELECTRONIC AND IN-PERSON HEARINGS (AABS)

No later than 21 days before an electronic or in-person hearing, each party **must** file with the Tribunal and serve on the other party:

- a. a list of witnesses the party will call to give evidence at the hearing;
- b. a summary of the evidence each witness will give at the hearing, along with the anticipated amount of time needed for each witness to testify;
- c. a PDF copy of the evidence and authority brief containing only the evidence and authorities the party intends to rely on at the hearing, which
- d. a completed form for electronic and in-person hearings, if any, that is provided on the Tribunal's website.

The parties should file a single, joint brief with the Tribunal whenever possible.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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Kevin McLean <mcleansniclat@gmail.com>

9:13 PM (16 minutes ago)

to Christiana, LATRegistrar, Matthew, TDI

Re: Further confirmation that the purported IRB written brief hearing record tendered by Mr. Nieuwland is a nullity and inadmissible

Dear LAT Registrar (copying Mr. Nieuwland, Mr. Karat and Mr. Nieuwland's now known legal assistant in Ms. Ortiz):

As noted and out of an abundance of caution, I note the relevant rule which is Rule 9.3 and amounts to a change between the Old LAT Rules and New LAT Rules and consecutively numbered hearing record at Tab 27, page 296, which is the article by Howie, Sacks & Henry LLP which is titled "Comparison Chart of Rule 9.3 requires the **PERMISSION** of the Tribunal. Hence, a motion is required because Mr. Nieuwland now needs an order to permit a filing that complies with

Not only did Mr. Nieuwland on behalf of TDGIC (which I have belabored the point about the non-respondent issue but for the purpose of this email) breach

As such, until Mr. Nieuwland on behalf of whomever he is acting for obtains an order, said "party" (TDGIC) said party MAY NOT rely on the document or

I confirm I will oppose such a motion on a variety of grounds but needless to say, some highly salacious comments directed at me that are neither relevant nor response is required as it remains wholly inadmissible on a variety of grounds. Unlike exceeding the page limit with submissions that were correctly prepared entirely in breach of the New LAT Rules and an order of LAT issued on February 14, 2024.

For the record as Mr. Nieuwland seems to be confused, I have filed six motions (two of which are to be heard or decided on May 2, 2024) and the other for the record and so he is not confused. Vice Chair Lake dealt with my first three motions by way of decline to decide at the time and again having them to be decided by the Order of February 14, 2024 and no document (albeit one entire document in breach of the LAT Rules and LAT Order) or thing can be relied on by the Tribunal. The sixth motion was the COI Disqualification Motion. How Mr. Nieuwland computed "eight motions" and "two reconsideration requests" is beyond me but not

He also seems to be "jumping the gun" a little in seeking costs for motions that have not been decided. In any event, it is on that ground and other grounds numbered pages. I appreciate it is an arduous task but it is a requirement and I have done my best, with much assistance, to ensure that my motions have been

Simply put, I cannot follow this purported IRB responsive written hearing brief as it is completely non-compliant with the New LAT Rules.

The burden remains on Mr. Nieuwland and such a motion will be opposed and costs will be sought in the correct amount for such a motion which is only \$

Appendix

9.3 FAILURE TO COMPLY WITH THE RULES

If a party fails to comply with any Rule, direction or order with respect to disclosure, exchange, production, or inspection of documents or things, that party

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Thu, Apr 11, 2024 at 5:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames:

I hereby confirm that the response to my COI motion has exceeded the page limits as the purported evidence included is not properly submitted and with
I confirm that LAT provided a notification in this regard.
I will address it in a future email. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Thu, Apr 11, 2024 at 3:02 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: Lawyer as a *potential witness* – confirmation that any and all de facto, de jure or deemed representatives (where or if applicable) cannot continue t
Dear Sirs/Mesdames:

1. I write regarding the above and out of a pure abundance of caution so there is no confusion or misunderstandings. I also do so out of resp
2. I confirm that the ROPC for lawyers (as while Ms. Moraes is a paralegal license holder – to her credit – she is not currently in a role when
3. I have also found two cases of note with the first one demonstrating that the conflict of interest by Mr. Nieuwland's involvement with Mr. matters. While Mr. Nieuwland filed a DOR for a non-respondent and non-party, the principle still applies.
4. Mr. Karat is an unlicensed representative of SNIC so he cannot act further in any event. Moreover, he has now apparently been deauthoriz
5. As it relates to any other lawyers herein, I draw their attention to section 1(7) of the LSA so, as a result of the blatant and actual conflict o
6. Kindly provide me with your confirmation that you will not act, represent any client(s) herein, provide legal services and/or practise law (
7. Thank you.

APPENDIX #1: ROPC (Lawyers)

SECTION 5.2 THE LAWYER AS WITNESS

Submission of Evidence

5.2-1 A lawyer who appears as advocate shall not testify or submit their own affidavit evidence before the tribunal unless

(a) permitted to do so by law, the tribunal, the rules of court or the rules of procedure of the tribunal, or

(b) the matter is purely formal or uncontroverted.

[Amended - October 2014]

Commentary

[1] A lawyer should not express personal opinions or beliefs or assert as a fact anything that is properly subject to legal proof, cross-examination, or cl
entrust the conduct of the case to another lawyer. There are no restrictions on the advocate's right to cross-examine another lawyer, however, and the l

Appeals
5.2-2 A lawyer who is a witness in proceedings shall not appear as advocate in any appeal from the decision in those proceedings unless the matter ab

Lawyer as Advocate

Advocacy

5.1-1 When acting as an advocate, a lawyer shall represent the client resolutely and honourably within the limits of the law while treating the tribun
[2] This rule applies to the lawyer as advocate, and therefore extends not only to court proceedings but also to appearances and proceedings before bo

- 5.1-2 When acting as an advocate, a lawyer shall not
- (a) abuse the process of the tribunal by instituting or prosecuting proceedings which, although legal in themselves, are clearly motivat
 - (b) knowingly assist or permit the client to do anything that the lawyer considers to be dishonest or dishonourable,
 - (d) endeavour or allow anyone else to endeavour, directly or indirectly, to influence the decision or action of a tribunal or any of its officials in any cas
 - (e) knowingly attempt to deceive a tribunal or influence the course of justice by offering false evidence, misstating facts or law, preser
 - (f) knowingly misstate the contents of a document, the testimony of a witness, the substance of an argument, or the provisions of a sta
 - (g) knowingly assert as true a fact when its truth cannot reasonably be supported by the evidence or as a matter of which notice may b
 - (h) make suggestions to a witness recklessly or knowing them to be false;
 - (i) deliberately refrain from informing the tribunal of any binding authority that the lawyer considers to be directly on point and that h
 - (j) improperly dissuade a witness from giving evidence or advise a witness to be absent,
 - (k) knowingly permit a witness or party to be presented in a false or misleading way or to impersonate another,
 - (l) knowingly misrepresent the client's position in the litigation or the issues to be determined in the litigation;

Appendix #2: Case law briefed [emphasis is mine]

Wheeler v. Taylor, 2024 ONSC 818 (CanLII)

[30] In *Essa (Township) v. Guergis; Membrey v. Hill* (1993), 1993 CanLII 8756 (ON SCDC), 15 O.R. (3d) 573 (Div. Ct.), the Divisional Co
lawyer may act as a witness in a proceeding:

- 1. the stage of the proceedings;
- 2. the likelihood that the witness will be called;
- 3. the good faith (or otherwise) of the party making the application;
- 4. the significance of the evidence to be led;
- 5. the impact of removing counsel on the party’s right to be represented by counsel of choice;
- 6. whether trial by judge or jury;
- 7. the likelihood of a real conflict arising or that the evidence will be “tainted”;
- 8. who will call the witness; and
- 9. the connection or relationship between counsel, the prospective witness, and the parties involved in the litigation.

[31] As stated by Gillese J. (as she then was) in *Urquhart v. Allen Estate*, [1999] O.J. No. 4816 (Ont. S.C.), at para. 27:

When counsel appears as a witness on a contentious matter, it causes two problems. First, it may result in a conflict of interest betwe
create a conflict between counsel’s obligations of objectivity and detachment, which are owed to the court, and his obligations to his
court/justice system.

[32] The Law Society of Ontario *Rules of Professional Conduct* similarly state that a lawyer who appears as advocate shall not testify or su

[33] While the courts are not bound by the codes of conduct applicable to lawyers, the Supreme Court of Canada stated in *MacDonald Estate*, a

[34] In *Bose v. Bangiya Parishad Toronto*, 2018 ONSC 7639, at para. 98, Perell J. confirmed that a lawyer who is a **material witness** sh

Riad v 1865789 Ontario Inc., 2016 ONSC 4770 (CanLII),

[35] On July 19, 2016, plaintiffs' counsel appeared at the motion wherein his responding materials were his own affidavit sworn July 19, 2016.

[36] Defendants' counsel raised the issue that pursuant to Rule 5.2-1 of the *Rules of Professional Conduct*, a lawyer who appears as could proceed. I note, however, that plaintiffs' counsel did not recognize that this was a rule and simply told the court, "I've never had a problem before."

[i] Also this matter involves CAT Impairment issues so she would be precluded from doing so in any event.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Thu, Apr 11, 2024 at 1:19 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Re: Counsel – Witnesses

Dear Sirs/Mesdames:

1. If any of the summonsed witnesses (the “Witnesses”) have independent legal counsel, kindly provide me with their names herein or separately.
2. I would kindly ask that you provide me with a list of the documents that are within the scope of the summons so I can review and prepare for trial.
3. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Thu, Apr 11, 2024 at 12:07 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames:

1. I write to confirm that I am now serving the relevant individuals with the refiled summonses with the denoted times therein along with
2. I confirm that there are no conflicts with scheduling for the relevant individuals in this regard. If I do not hear from you within a reasonable advance, this may be truncated even further. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Thu, Apr 11, 2024 at 10:56 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

I have just learned from the LAT Registrar that each of the summons need to be spaced out in terms of time as opposed to deciding the same on

1. Mr. Andrew Papadimitropoulos: 9:45 a.m.; (20 minutes);
2. Mr. David Karat: 10:15 a.m. (10 minutes);
3. Mr. Matthew Nieuwland (10:30 a.m.) (10 minutes); and
4. Ms. Alisha Anne Nurse (10:45 a.m. (5 minutes).

I have spaced out the timing such for some introductory remarks from LAT, myself and an independent licensee for SNIC (if applicable) and so

Depending on the nature of any responsive evidence filed by April 18, 2024 (if any is tendered), this may truncate timing or scope above.

If my COI disqualification motion is successful, I will ask for any further relief or directions regarding the same.

I will attend to the brief refile of the same and serve you again. My apologies for any confusion created on my part.

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

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On Thu, Apr 11, 2024 at 10:46 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: issues with service of summons upon Ms. Nurse and she is still with TD Insurance – albeit blocking emails

Dear Sirs/Mesdames:

1. I have now learned of another oddity and that is that Ms. Nurse's email is bouncing back on this email but not another email. I n
2. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

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On Wed, Apr 10, 2024 at 3:55 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

Attention: Ms. Nurse

I have included Ms. Nurse's email herein even though it has bounced back on me and I presume she is no longer with TD Insurance. If you

I will now attend to the certificates of service for all of the above.

In addition to these summons, I do note that any and all of the above are required to provide responsive evidence within a week or tomorrow. I had to protect and preserve my rights. If all of those that have been summoned so far, kindly provide me with their estimates and presume you have waived the same and do not need conduct monies per se for appearing via phone and likely for limited evidentiary purposes.

However, if you do insist on conduct monies (albeit more of an administrative type headache), kindly provide me with your estimate of what.

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

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On Wed, Apr 10, 2024 at 2:37 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

Kind attention: Mr. Nieuwland

Please find attached for service (Summons to a Witness) upon you along with the e-receipt. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

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On Wed, Apr 10, 2024 at 12:58 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 10, 2024

Dear Sirs/Mesdames:

Kind attention: Mr. Karat

Please find attached the summons filed as it relates to Mr. David Karat with e-receipt. There will be more to follow. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

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On Wed, Apr 10, 2024 at 11:51 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames: I attach a copy of the summons involving Mr. Andrew Papadimitropoulos herein along with a copy of the e-receipt.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Wed, Apr 10, 2024 at 9:50 AM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sirs/Mesdames: kindly find the certificates of service attached for your file records involving Security National Insurance Co

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
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On Mon, Apr 8, 2024 at 10:22 PM Kevin McLean <mcleansniclat@gmail.com> wrote:
Dear Sir:

Part 1: Introduction

1. Thank you for your email. I shall be brief and only reply as a courtesy.
2. SNIC is the insurer and underwriter.
3. I do not consent to any change of insurer or underwriter. Please see the affidavit material and letters from TD Insur for a non-respondent. I will proceed with my motion and draw this email to the attention of LAT.
4. I have included the names in this thread that are entitled to notice.
5. Any response you will file on behalf of TDGIC will be a nullity and an abuse of process.
6. For future reference, please press "reply all" in this thread as it is a motion where the individuals are entitled to not

Part 2: Confirmations

7. I confirm that "Andy Gera" is the Divorced Husband Conflicted Lawyer.
8. I confirm that you included Mr. David Karat who solely signed the Purported SNIC Response on behalf of SNIC (r
9. I confirm that you included your assistant in Ms. Ortiz when you misrepresented to me that Ms. Moraes was your a
10. I confirm that you have filed a DOR for a non-respondent. There is no dispute about the unambiguousness but it is i
11. I further confirm that you are NOT the supervising lawyer of Mr. Karat and that is the Divorced Husband Conflicte
12. I confirm that Mr. Karat is NOT the claims adjuster but that is Ms. Persaud.
13. I confirm that Ms. Persaud has been non-responsive to my emails despite making an email request to communicate
14. I confirm that SNIC is in breach of its duty of good faith and fiduciary duties.
15. I confirm that Mr. Karat is no longer authorized for SNIC so SNIC does not have a representative at this stage.
16. I confirm that Ms. Moraes' representations to me and LAT were false. I confirm that her supervising lawyers are co
17. I confirm you are a witness to this motion and perhaps other motions. I confirm that SNIC has been served (and t
18. I confirm that if you wish to act for SNIC you need to file a DOR.
19. I confirm that SNIC is the payor and obligated entity in relation to the IRB benefit so any response that you tender the written hearing regarding the same. I believe the case is the IV Raleigh Holdings Ltd. case where failing to provide :
20. I will seek to enforce any monetary orders against the proper party and I cordially draw your attention to my letters
21. I repeat and rely on all of the evidence in affidavit #15 and #16, and I confirm it remains uncontroverted. I will be s but then again you have not filed one document on behalf of SNIC to date. Moreover, you have only filed (or served as
22. As of today's date, it is now April 8, 2024 so it has been 12 months since the last payment made to me so there is no
23. I shall object to any attempt to amend the Purported SNIC Response. The issues are clearly defined and the admissi
24. I further confirm that you and many of the named individuals have frustrated and abused the LAT processes.
25. I confirm that there is no ability to engage in any settlement discussions so long as you are acting for TDGIC and a TDGIC and TD Home & Auto Centre).
26. Should the Divorced Husband Conflicted Lawyer wish to be the representative of SNIC and he does not feel that th

27. I confirm that Ms. Persaud is aware of the reverting back to my residential address for all mail deliveries but she ha

28. Finally, I confirm that I have asked for the name of the initials of the individual who purported to sign on behalf of not denied. At this stage, I confirm that the document is a false document with a forged signature and of no merit. There require the dates of the sessions that she denied so accounting can be done in this regard. Kindly provide it (directed to false document with a forged signature. If Ms. Nurse had included her signature and not some "printed partial name" v the form is officially a nullity. However, I still do require the name of that individual. Kindly provide it forthwith.

29. The only purpose for the date of the case conference will be for the IRB (and any other motions to be heard on that party that wishes to respond. TDGIC is not a party. There has been no determination that TDGIC is a party and the Purp

30. I have been a little more general here as a result of your email but the pressing issue is the COI Disqualification mo

31. Thank you for your response and wishing you all a wonderful rest of your evening.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Mon, Apr 8, 2024 at 3:04 PM Nieuwland, Matthew <Matthew.Nieuwland@tdinsurance.com> wrote:

TD General Insurance Company will comply with any timelines imposed by the LAT with respect to your motions. With respect to

Matthew Nieuwland | Lawyer | Claims Litigation Services | **TD Insurance**
66 Wellington Street West, 38th Floor, Toronto, Ontario, M5K 1A2
T: 905-201-4092 | F: 416-599-7439

Email: Matthew.Nieuwland@tdinsurance.com

Legal Assistant: Christiana Ortiz | T: 416-486-2547 | E: christiana.ortiz@tdinsurance.com

Privileged and/or Confidential

From: Kevin McLean <mcleansniclat@gmail.com>
Sent: Monday, April 8, 2024 2:54 PM
To: Nieuwland, Matthew <Matthew.Nieuwland@tdinsurance.com>
Cc: Papadimitropoulos, Andrew <Andrew.Papadimitropoulos@tdinsurance.com>; Russell, James V <James.V.Russell@td.com>
<Arfa.Saeed@tdinsurance.com>; Klukowska, Adrianna <Adrianna.Klukowska@tdinsurance.com>
Subject: Re: 23-015662 AABS (the "LAT Proceeding") - potential sixth notice of motion – separate and distinct from 5th notice of

CAUTION: EXTERNAL MAIL
ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS

Dear Sirs/Mesdames:

Please find attached the four e-receipts to confirm the entire filing of the scans with LAT. I have now also included a copy of the Written Argument. I will require a response from TD Insurance Meloché Monnex (SNIC) should the responding party wish to tender any responsive submissions.

While it is somewhat regretful to have to take these types of steps, I could not sit idle once I learned of the "Andy Gera" metadata discovery. As a covert representative pursuant to section 1(7) of the LSA, I will be compelled to take steps outside of LAT to further enforce compliance. I cannot have my health, life and security trifled with as it is some sort of game to be played with some underlying grudge that should have never

To err is human but failing to take responsibility is inhumane. I remind you of those concomitant duties of good faith and fiduciary (obligations) that TDI has a litany of independent counsel at its proverbial fingertips. There is no excuse or justification not to do so.

Sadly, the non-compliance all makes sense now. I look forward to receiving evidence of your (each and all) to engage in compliant and lawful

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
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On Mon, Apr 8, 2024 at 12:59 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 8, 2024

Dear Sirs/Mesdames: as promised, kindly find the following attached:

1. My cover letter to all of you and LAT;
2. NOM #6 with Schedule "A" in signed and filed form;
3. Motion submissions in signed and filed form; and
4. HR Index.

I will now file the remaining scans so referenced and request, consistent with the orders therein, that responsive submissions and responsive

I again urge the respondent to find and retain external independent counsel and for all of the individuals to consent to the relief herein. Other relief against them outside of the LAT processes and procedures.

If you have your confirmation of consenting to the relief herein, you may provide my email and contact information to external independent

I will again confirm that I will NOT consent to any adjournments and time is of the essence. Moreover, you need not make any demands or interest and blatantly dishonest conduct. At the very least, there is a reasonable perception of a conflict of interest. I will not engage with any

I will not be terrorized by this dishonest conduct any further, and it comes to an end by consenting to the relief sought, or my continued response

I again confirm that any steps in responding to the IRB Quantum Motion will simply be further steps in breach of fiduciary duties and good and confidential information to Pembridge Insurance Company but that will be determined by privacy officers at TD Bank Group (and not

I confirm that I will be seeking your evidence as witnesses herein for a variety of purposes and on that ground alone, this requires immediate

The MRIs and metadata tell the truth. Thankfully, I caught Mr. Nieuwland misleading me about his "legal assistant" and did not disclose any

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

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On Sun, Apr 7, 2024 at 11:38 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 7, 2024

Re: Remaining Scans for Hearing Record for NOM #6 (Part 7 and 8)

Dear Sirs/Mesdames:

Please find attached. Part 8 is Affidavit #16 which you have been served with as of yesterday. The Hearing Record Index and written submissions

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

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On Sun, Apr 7, 2024 at 11:28 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 7, 2024

Re: NOM (Motion Form) #6 with Schedule "A"

Dear Sirs/Mesdames:

As promised, I am pleased to provide you with the NOM #6 and Schedule "A" in now final form. A copy will be filed with LAT. The

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

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On Sat, Apr 6, 2024 at 11:51 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: Affidavit #16

Dear Sirs/Mesdames:

Kindly find affidavit #16 attached with e-receipt. As noted, due to the privacy practices (or lack thereof) of TD Insurance (SNIC) there has been an "actual conflict of interest" albeit unbeknownst to me, and you will take the decisive step of retaining outside counsel by sheer fluke with the "Andy Gera Metadata Discovery". I will provide an amended hearing record index to you in short order. I

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

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On Sat, Apr 6, 2024 at 12:01 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: Request of the initials of the individual who purported to sign the April 20, 2023 letter "As per A. Nurse" with "Ki W"

Dear Sirs/Mesdames:

I write regarding the above and this may require me to amend my NOM #6 to seek a further finding of fact regarding documents

In light of Ms. Nurse's email no longer being active, I write to you about a concern that I have with her alleged signature of which appears to be initials of "Ki W". Would you please provide me with the legal name of the individual who put their initials there

I am looking into the exact issue surrounding “as per” and what it legally means. I am entitled to know who allegedly signed it. Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

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§ **DUTY OF CONFIDENTIALITY:** *The contents of this email, and its attachments are confidential, . Third Parties (no waiver of confidentiality or privilege): this email may have been created using voice*

On Sat, Apr 6, 2024 at 10:06 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

To confirm the issue surrounding consent, and any withdrawal of consent, it is limited to those situations (as somewhat kno an unauthorized access or unauthorized disclosure by Security National Insurance Company. In this regard, I refer you to *M*

[52] The applicants submit that the consent they provided in the OCF-1s does **not** bar them from advancing a ' l's broad language. On this point, they rely on *Riley et al. v. Director of MVAC, et al.* ("Riley") [12] and *Dervisholl*.

There is a distinction between usage of personal information for the purposes in which it was collected and I note the case instances of unauthorized collection, access, or disclosure of my personal information (and particularly SPI and cc me and/or was not vitiated by misrepresentation.

I would take it a step further considering my knowledge and experience with *PIPEDA* and it is not merely the use per se but

In this vein, I note the definition under *PIPEDA* of access (while noting the paramountcy doctrine): means to program, to e: (see: section 7.1(1) of *PIPEDA*).

This falls directly in line with the “Andy Gera” metadata discovery.

As such, I confirm that if any individuals or persons (including TDGIC as it is not the insurer) have received unauthorized purposes.

In this vein, it is now unequivocal that TDGIC is in possession and control of my personal information and information Organization that it was delivered via fax at first instance, it does not bar me from advancing a conflict of interest motion.

To Mr. Nieuwland's point some time ago regarding only including the persons that are involved in this LAT dispute, his po files a DOR for SNIC (not TDGIC). I do not consent to TDGIC collecting, using or disclosing my personal information her privacy rights.

To further nullify Mr. Nieuwland's point above, not only do the above individuals require notice but I quote from *Mansuri* a

[20] This motion calls into question the respondent's handling of the applicants' claim, and I find that its esse itself does not involve determination of entitlement to or quantum of benefits. The underlying and ongoing dispu questions before me are neither hypothetical nor academic; they have direct bearing on the conduct of the litigation

[21] I find that no excess of jurisdiction would flow if I were to order the relief sought in this motion. The Di in” findings to case law that are not explicitly expressed, or that the Court of Appeal's decision in *Ridi* stands for : with the jurisdictional issue before me. The inference the applicants ask me to draw from *Jia* is sound: If the Tribu

I trust you will comply with your obligations as they relate to each and all of you. I will provide the further affidavit, authc responsive submissions on behalf of SNIC and the individuals by way of responsive evidence. I further confirm that I have “Andy Gera” or others).

I reserve the right to amend my positions as further evidence becomes known to me. I will continue to rely on the law of ad said time frame, and I provided unequivocal notice to you of this conflict of interest as soon as it became known to me and and contradict any statements made by me or even respond to questions.

I kindly remind you of your professional obligations (where applicable).

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

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On Sat, Apr 6, 2024 at 9:24 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

I further confirm the auto-replies of Mr. Karat and the Conflicted Lawyer (my definition) which are denoted below. In Hearing Record Index. I confirm herein and generally that any responsive submissions or evidence provided in relation to the Hearing Record Index. I confirm that as of today's date that there has not been any denial that "Andy Gera" is the Divorced Husband Conflicted Lawyer. Thank you.

Appendix

Karat, David

to me

Hello and thank you for your email.

Kindly note that the I will be out of the office starting on Friday, April 5, 2024, and will return on Monday, April 8, 2024.

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD Insurance**

101 McNabb St., Markham, ON L3R 4H8

T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsurance.com

Also authorized to represent Primm Insurance Company, TD General Insurance Company, and TD Home and Auto Insurance Company.

Papadimitropoulos, Andrew

to me

Please be advised that I will be away from the office with limited access to e-mail and voice mail from April 5, 2024 to April 8, 2024.

Regards,
Andrew

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

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On Sat, Apr 6, 2024 at 9:19 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames:

For record keeping purposes and an abundance of caution, I kindly note the auto-reply I was referring to in my draft s
Appendix

Klukowska, Adrianna

to me

Please be advised that I am out of office until April 6, 2024. If you have an urgent query I will answer your email upon my return.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
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On Fri, Apr 5, 2024 at 1:57 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames: in the spirit of courtesy, cooperation and notice, I am providing you my draft written submit
In the interim, I provide it to you on the above bases. If I do not have a confirmed resignation of all of the above an
with the filing of the same and then have you served with the same. I require the same by no later than four p.m. to
I provide this for the ancillary purpose of confirming that any consent for any disclosure of my personal informatio
LAT.
Kindly see the below as it relates to the below as I object to any response on behalf of TDGIC or any of the above
Thank you kindly.

APPENDIX

AABS File Numi

BETWEEN:
Kevin Alexander McLean

APPLICANT/AF

AND:

Security National Insurance Company

Re: In a matter of an **Appeal** (also defined as “**Applicant**”)^[ii] under the *Insurance Act*, RSO 1990, Proceeding”)

Re (SABS): In a matter under the following regulation, payment is sought under SABS by virtue of being a licensee.

Re: NOM #6: **COI Disqualification Application** (“**COI Application**”)

(i) various known individuals: (i) Andrew Papadimitropoulos (Lawyer); (ii) Mr. David Karat (“Karat” or the “ADR Representative assistant to Ms. Klukowska and Ms. Saeed) and to the extent Ms. Klukowska is a licensee), (v) Ms. Klukowska and (v) Ms. Saeed; and

(ii) unknown individuals

- (a) who are associated or affiliated with the **Conflicted**
- (b) supervised, managed, or assigned tasks or functions
- (c) instructed or advised by the Conflicted Lawyer;
- (d) Non-licensees who operate in the same premises as

- from any further handling of any the T

APPLICANT/APPELLANT	RESPONDENT
Mr. Kevin A. McLean (B.A., J.D. CIM)	Security National Insurance Company (RESPONDENT)
Self-Represented	Unlicensed Non-Exempt Representative (Non-Licensee):
	Mr. David Karat, “ADR Representative”
410-775 King Street West, Toronto, Ontario, M5V 2K3	111 McNabb Street (no unit number) Markham, Ontario, L3B 4H8
Telephone: 647.513.1270 Email: lat@confidentialmclean.ca	(t): 877 855-3767 E-mail or fax: none listed in the Purport
	AND TO:

**COUNSEL FOR A NON-RESPONDE
PARTY** by way of the **Purported Nieuw**

Legal Representative for TD General Ins
("TDGI"):

Mr. Matthew Nieuwland, Barrister and Solicitor (LSO No. 71045A (in “*private pra* Insurance Staff Legal”))

66 Wellington West,
38th Floor,
Toronto, Ontario,

Email in Nieuwland DOR Non-Respon
matthew.nieuwland@tdinsurance.cor

AND TO:

Andrew Papadimitropoulos
L1 Licensee with TD Insurance

Address (SNIC Markham):

101 McNabb Street,
Markham, Ontario
(e): andrew.Papadimitropoulos.@tdinsu

AND TO:

Michelle Moraes
Michelle.moraes@tdinsurance.com

Legal assistant to Ms. Klukowska and M
TD Insurance Staff Legal
66 Wellington West, Toronto, Ontario

AND TO:

AND HER SUPERVISING LAWYERS

AND HER SUPERVISING LAWYER

Ms. Adrianna Klukowska
66 Wellington West, Toronto, Ontario
Adrianna.klukowska@tdinsurance.com

Ms. Saeed

66 Wellington West, Toronto, Ontario

Arfa.saeed@tdinsurance.com

6. The legal burden for disqualification of cou
probabilities (see: HR Index, Tab 5, page 125; Talisman F

7. The legal test is whether a fair minded and reas
those that were associated, affiliated, or part of the same
Resort, paragraph 14, citing MacDonald Estate v. Martin,
integrity of and high standards of the legal profession at
should not be interfered with lightly, and objective of all
Martin, supra, at paragraphs 16, 21, and 27.) In answeri
also whether a conflict could reasonably be perceived in
any applicable rules of professional conduct, by-laws, r
remove a lawyer that is involved in a proceeding irrespo
Talisman Resort, paragraph 40). It must be remembered t
Zurich Insurance Co., [2002] A.J. No. 664). [*nota ben*
“partnership” or part of an MDP. The same was applicabl
different premises under TD Insurance [Staff Legal], they
external firms [like McCague Borlack] to TD Insurance a

8. An applicant is required to bring its motion prom
paragraph 35).

Volume #2(C): LAT is authorized to disqualify, remov

9. The Tribunal is authorized to disqualify and remov
has the power to remove licensees that are in-house at ar
and remove paralegal licencees when CAT Impairment
documents (see: Mosa).

Volume #2(D): Tribunal cannot condone violations of

10. The Tribunal cannot condone or excuse violations

Volume #2(E): SNIC Proceeding requires a lawy

11. Whether independent in-house counsel or outside c

Volume #3: Unassailable Conclusions

12. By-Law 7.1 is unequivocal and unambiguous Response. Karat was not the claims adjuster involving in states “file” and NOT “SIGN”. By-Law 7.1, section 6(1) The LAT Response Form is not “correspondence”.

13. By-Law 7 and 7.1 intersect and cross-reference each other.

Assignment of tasks, functions: general

3. (1) Subject to subsection (2), a licensee *may* assign to a non-licensee tasks and functions in connection with the practice of law.

Assignment of tasks, functions: AFFILIATION

(2) A licensee who is affiliated with an entity under BY-LAW 7 may assign to the entity or ITS doing so.

14. Affiliation is defined and interpreted under By-Law 7.1. It defines an “affiliated entity”: one or more persons NON-RESIDENT of Ontario. Mr. Karat is an individual and he is a person (see: Conflicted Lawyer) not exempt under the By-Laws to provide legal services. “interpreted” as when a licensee (see: Conflicted Lawyer) on a REGULAR BASIS joins with the affiliated entity.

15. With the fortuitous and serendipitous metadata (“documents needed”) along with Quinn v. SNIC, the Conflicted Lawyer not wish to have his full legal name in the proceeding (which the PIPEDA response was on soon CONSIDERED to have represented and representing SNIC file a DOR? He would have to write a letter to LAT and Despite a request from the Appellant, no such letter has been an unlawful reconsideration to delay matters in AJ v. SNIC.

16. The next question is why would Mr. Nieuwland not “regular basis”. If this was an one-off or Ms. Moraes was Moraes would not meet the definition and interpretation of “regular basis”.

17. It is also unequivocal that Ms. Moraes was represented by Nieuwland. The PIPEDA response is telling because Mr. Moraes “fictitious author”, “Andy Gera” is the actual author, and equals “Generated By Andy” or “Generated By Andrew” representative of TD Insurance in this SNIC Proceeding.

18. Therefore, Mr. Nieuwland could not have had “eff 152). Notably, Mr. Karat did not sign the PIPEDA response. While section 3(1) and (2) authorize a license relation to the affairs of the LICENSEE’s CLIENT. If the assign to the affiliated entity OR its staff, tasks and functions ONLY IF the client consents to the licensee doing so (see

19. The first problem is that the Conflicted Lawyer : (located at the same premises as Conflicted Lawyer and F different than the premises of where Mr. Nieuwland pract

20. The second fatal issue for the Conflicted Lawyer Insurance Staff Legal are the staff to “TD Insurance” and law or otherwise provide legal services in Ontario. Even if status is “not providing legal services – employed”).

21. The third fatal issue is that Ms. Moraes has only been PI litigation firms in North York or North Toronto) so she

22. The fourth fatal issue is that there is no evidence for services and the services of the “affiliated entity” in Mr. F

23. The fifth fatal issue is that there is evidence that the services to SNIC along with the services of the affiliated

24. The sixth fatal issue is that there is no prohibition SNIC with the Conflicted Lawyer and FP.

25. The penultimate question is, with Ms. Moraes not acting as a conduit to have confidential information received “effective control” over the services of Ms. Moraes to the respondent insurer and respondent underwriter herein at paragraph 65) whereas Ms. Saeed has only acted for Burlington, Ms. Moraes could only engage in the provision shall have effective control over the individual’s (Moraes the sole name of his legal assistant which was and is Mr. from the Appellant that she was away from the office until because of her historic representation of TDGIC, then if Appellant has made a second PIPEDA request seeking a “Andy Gera” authored document.

26. To underscore the point, neither the Appellant nor rather it was always SNIC Markham and SNIC Burlington

27. This underscores why Mr. Nieuwland refused to b and the Purported SNIC Response. Simply put, he could

28. Even in an MDP, the most Mr. Karat could do w 1(7) are clearly delineated in terms of boundaries, along 1(8)2., he could select, draft, complete and revise a docu under the New LAT Rules and the Insurance Act to the S the proceeding, determining on or with whom to serve c other conduct necessary of this SNIC Proceeding. Notab WITHOUT the signature of Mr. Karat on behalf of TD Conflicted Lawyer albeit not coming to the forefront due the Purported SNIC Response with the name of policyhol

29. However, with CAT Impairment at issue, no para paralegal license or a lawyer sign a pleading where he or licensee. However, that is the classic facilitation of un represented on January 23, 2024 that he had been assign his email signature block. Mr. Karat's new auto-reply in Home And Auto insurance companies. *How could that be* masquerading or moonlighting as the legal assistant to M

30. It is a rather shameful to treat a variety of adjus grudge of the Conflicted Lawyer who cannot even put his

31. This is the quintessential type of conduct that fi THIRD PERSONS are substantial risks of his loyalty to specifics to TD Insurance Meloche Monnex (SNIC)). S possible" from conflicts of interest (see: HR Index, Tab ! TD SNIC, the Conflicted Lawyer is without question a w

32. Licensees are prohibited from facilitating the una and immune from disciplinary control of the LSO, do nc against the non-licensee for negligent and fraudulent acts unauthorized practice of law has a significant impact on corrosive impact on the public confidence in the legal pr

33. Ergo, if dishonest conduct is found in relation to a (albeit without reference to the licensee under which he , supervising licensee cannot comport himself with the a licensee has hid from having his name disclosed, but it e decision of Justice Nadel).

34. It is also an abuse of the power of an accident be Appellant but it did not disclose the COI of the Divorcee revoked by this Appellant based on misrepresentations m that SNIC Markham (with ironically the SNIC Burlingtc the hands of a Conflicted Lawyer. It is why the ONSC in

TD SNIC on notice that they will not receive a scintilla n the OPCC.

35. The issue of Ms. Persaud remaining on (as Ms. Nu as a claims adjuster has been materially and adversely aff

36. Mr. Karat cannot even engage in a pre-hearing cc no longer on this file according to Mr. Nieuwland (by c counsel is an issue for speculation.

37. It is unethical for Mr. Nieuwland to continue – e CanLII 4247 (NSCA).

Volume #4:

38. The **Appellant** seeks the orders in the NOM #6 or from any further involvement in the handling of the TI retaining outside counsel but it should do so sooner than IRB. All of which is respectfully submitted to LAT on thi

ENDNOTES

- [i]“Automobile Accident Benefits Service (AABS) Claim” means an application to the LAT pursuant to s. 280(2) of the *Insu*
[ii]Please see: New LAT Rules or “LAT Rules”, R. 2.1 and 2.2 for interchangeability between Appellant and Applicant
[iii]See: HR Index, Tab 4, page 120 and 121
[iv]References the current spouse of the Appellant who was the former wife of said in-house lawyer at TD Insura
[v]The Appeal was filed on December 24, 2023
[vi]The Divorced Husband Conflicted Lawyer is a “counsel” and a lawyer license, as is Mr. Nieuwland.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

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On Fri, Apr 5, 2024 at 8:41 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 6 of the Hearing Record for service upon the Respondent TD Insurance MM SNIC (deceased). The attached is a scanned copy of the original. I will note that I received an auto-reply from Ms. Klukowska that referred to her as

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

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On Fri, Apr 5, 2024 at 8:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 5 of the Hearing Record for service upon the Respondent TD Insurance MM SNIC (deceased). The attached is a scanned copy of the original. I will note that I received an auto-reply from Ms. Klukowska that referred to her as

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

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(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 5, 2024 at 8:36 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 4 of the Hearing Record for service upon the Respondent TD Insurance MM SNI

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 5, 2024 at 8:29 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 3 of the Hearing Record for service upon the Respondent TD Insurance MM S

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
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On Fri, Apr 5, 2024 at 8:26 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 2 of the Hearing Record for service upon the Respondent TD Insurance MM S

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Fri, Apr 5, 2024 at 8:23 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 5, 2024

Re: Hearing Record (Scanned) for COI Disqualification Motion

Dear Sirs/Mesdames:

Please find attached Part 1 of the Hearing Record for service upon the Respondent TD Insurance

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

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On Thu, Apr 4, 2024 at 11:19 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

April 4, 2024

Re: Hearing Record Index for COI Disqualification Motion

Dear Sirs/Mesdames:

As a courtesy, I am providing a copy of the current hearing record index. Subject to some slight

In my view, I do not see any way in which any of the deemed representatives, unlicensed representatives, or other persons acting on behalf of the deemed representatives, are or will be acting in this SNIC Proceeding. Otherwise, I will be forced to provide separate representation to each of them.

I strongly urge each and all to ensure that independent counsel is appointed and that none of them

I will kindly advise that each of the referenced documents therein are not only separated by their

Should I not hear from you, I reserve the right to rely upon this correspondence and bring it to

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Wed, Apr 3, 2024 at 1:25 AM Kevin McLean <mcleansniclat@gmail.com> wrote:

Dear Sirs/Mesdames: as promised, please find attached Affidavit #15 and the e-receipt. I have from materials she must and is entitled to receive. I presume that as the supervising lawyers

With great respect, the more the facts were reviewed, it got worse and it appears to be inter-author" of "Andy Gera", I would have been willing to reconsider but it appears self-evident

Aside from the plethora of breaches, I have no confidence in the current representatives (documents created and uttered, and that "Andy Gera" is the "Divorced Husband Conflicted

If you have independent evidence to prove me incorrect on any evidence that was based on

To the extent that SNIC wishes to appoint external counsel, kindly ensure that they have all

Wishing you all well!

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Tue, Apr 2, 2024 at 3:50 PM Kevin McLean <mcleansniclat@gmail.com> wrote:

Re: NOM #6

Re #2: demand and notice regarding obligations of THE INSURER to only receive SPI &

Dear Sirs/Mesdames: the time is now almost 3:40 p.m. EST and have not had any deni motions, NOM #4 or for ancillary purposes.

I shall note now that it is somewhat paradoxical that Mr. Nieuwland would represent tha

Ms. Moraes attempted to inform me (or did inform me) that Mr. Karat was the "adjuster she is no longer on this file per se according to Mr. Nieuwland.

It is why the LSO has unequivocally passed by-laws and sections that speak to the issu stern but polite position for him to provide me with an affidavit confirming, under oath, t

There is now attempt to shift persons around and act as if they have nothing to do with tl

Without excluding other evidence that will be required to face this NOM #6, I look forw I will ask that the NOM #6 proceed by default.

My self-evident position was that Mr. Nieuwland could not file any responsive material were incorrect at the very least, but also by his including of a new colleague in Ms. Ortiz

Respectfully, you cannot "run and hide" from these issues as they override any other is personal information that I provided to the names that I was providing to were in good t may require further intervention by the Federal Privacy Commissioner of Canada.

It is unclear if LAT has the authority to grant the type of injunctive relief I would be seek destruction or the return of that personal information without retaining any of the same. '

I take heed of the ONSC language in *Jia* which is in my paragraph 94 of my Affidavit #1

[94] I now quote from the case of *Jia* which was alarming to me when consider

[6] It is established law that insurers may t these contexts, and as an accident benefits insurer. '

Simply put, if NOT THE INSURER, then NOT entitled to receive the SPI.

I have been more than forthcoming and in good faith that I was sending highly sensitive working fax most of the time), then Ms. Nurse, Ms. Persaud and Ms. Kaur by service of reply now says he is no longer authorized.

I continue to request that Ms. Persaud provides me a breakdown of the amounts paid by in that regard. It is impossible to advance my rights when there are no responses of whi

were different in scope and treatment. Moreover, it matters for the calculation of interest

At no point did the Insurance Policy have any reference whatsoever to "TDGIC". Mr. N and personal health information being received by any "conflicted individuals" or diffi authorized "TD Insurance Meloche Monnex" (in reference to the alumni and professio

As you undoubtedly know, the insurance company for the tortfeasor (Ms. Carey) is that of those discussions, it changes from my contact at Pembroke (which we are on the 6 representative of "Allstate" as that is not "Pembroke". They are part of the Allstate gr thought) that I required the SABS component to be resolved before I can attempt to settl

Again, it is **THE INSURER** that is entitled to receive the sensitive personal informatio relief can be determined by LAT.

What next? Someone in this email thread will inform me that Primum Insurance Comp

I do not consent to any of this conduct, and thankfully, and you can be guaranteed of thi any purported request for an IE (with of course medical reasons and other reasons bein actual conflict of interest issue.

In conclusion, this is a formal notice to any individuals who have received PI (also defin they received (i.e. list of records or documents with descriptions), copies of the same a cannot grant and what will be consistent with the SPPA with respect to being most expec

I do not see anything that precludes Mr. Nieuwland from filing a DOR on behalf of SNI was and is his legal assistant and she can be copied therein. As it relates to this NOM #6,

I may formalize this letter further but for the time being, this will suffice. I remind any a

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Tue, Apr 2, 2024 at 12:06 PM Kevin McLean <mcleansniclat@gmail.com> w

Dear Sirs/Mesdames: I will presume that Ms Ortiz has been the legal assistar Mr Nieuwland when her signature block represented otherwise. As such, this

I asked Mr Nieuwland to provide me an affidavit that Ms Moraes was his assis

While I ruminated and wrestled with whether Mr Nieuwland was in a conflict o insisted that Ms Moraes was included on email threads of which I refused unt

While I was going to have affidavit # 15 notarized, my theory appears proven

It is now my position that Mr Nieuwland cannot act in this SNIC Proceeding ev was hopeful to work with Mr Nieuwland and Mr Karat but I must now bring my delays in filing responsive materials to outstanding motions and timelines. You

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Tue, Apr 2, 2024 at 10:38 Kevin McLean <mcleansniclat@gmail.com> wr

Dear Sirs/Mesdames:

I write regarding the above and Mr. Nieuwland's new inclusion of Ms. Christiana (assistant to Ms. Klukowska and Ms. Saeed. It provides further evidentiary grounds

Brenda Victoria Avila Ortiz

Paralegal

Oakville, Ontario

P18969

Not Eligible to Provide Legal Services - No Proof of Insurance

[show/hide more details about](#)

Ana Yolanda Bernal Ortiz

Paralegal

Oshawa, Ontario

P05125

Not Providing Legal Services - Employed

[show/hide more details about](#)

Julian Humberto Castro Ortiz

Lawyer

Toronto, Ontario

77258V

In Private Practice

[show/hide more details about](#)

David Ricardo Menendez Ortiz

Lawyer

Ottawa, Ontario

83766F

In Private Practice

[show/hide more details about](#)

Adriana Maria Ortiz

Lawyer

Concord, Ontario

77764E

In Private Practice

[show/hide more details about](#)

Carlos Alberto Ortiz

Paralegal

Ottawa, Ontario

P05269

In Private Practice

[show/hide more details about](#)

Clara Maria de Ortiz

Lawyer

Gatineau, Quebec

71631B

Practising Law - Employed

[show/hide more details about](#)

[Jorge Hernan Ortiz](#)

Paralegal

Toronto, Ontario

P17543

To Be Confirmed

[show/hide more details about](#)

[Rosamaria Ortiz](#)

Paralegal

Hamilton, Ontario

P06959

Not Providing Legal Services - Employed

[show/hide more details about](#)

[Ryan Bryce Reyes Ortiz](#)

Paralegal

Richmond Hill, Ontario

P06840

Providing Legal Services - Employed

[show/hide more details about](#)

[Steffi Ursula Goehlich Ortiz](#)

Lawyer

-

30475L

Licence Surrendered - Retired

[show/hide more details about](#)

[Karina Ortiz Herrera](#)

Paralegal

-

P07323

Suspended Administratively

[show/hide more details about](#)

[Diana Alejandra Ortiz Pacheco](#)

Paralegal

Oakville, Ontario

P16239

Suspended Administratively

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Tue, Apr 2, 2024 at 9:58 AM Kevin McLean <mcleansniclat@gmail.com>

Dear Mr. Nieuwland: thank you for your email as it is appreciated. There is no am simply providing notice to you as a courtesy. Mr. Karat remains the represe now shows he is not authorized for SNIC.

Please see Mr. Karat's signed Purported SNIC Response. *You have now addea*

I am bringing a conflict of interest motion so I will need to include the variou notarized. Depending on timing, I will likely provide you with the "made affida

I still do not have a legal representative for SNIC so I have to include the names

I intend to proceed with my conflict of interest motion as it must be brought prc

If you say there is no ambiguity, *then who is "Andy Gera"?* Kindly provide me

Lastly, because Ms. Nurse's email is no longer active with TD Insurance, I am #15 as the **"Divorced Husband Conflicted Lawyer"** (or with the same but w from the same. While I was considering merely a motion to have him, Mr. Kara

It would be improper on my part to advance such a motion and not provide not view you had knowledge or ought to have known of the same, and we now hav

I appreciate your request above but I simply cannot have (as it relates to this tr

(Mr. Russell, as chief agent of Security Nat provide a legal representative for SNIC? O

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)

("Appellant", "Applicant", or "Insured Person")

(e): **MCLEANSNICLAT@GMAIL.COM**

(p): 647.513.1270

(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Mon, Apr 1, 2024 at 5:02 PM Nieuwland, Matthew <Matthew.Nieuwla

I am the lawyer of record. The Declaration of Representative was sen

Thanks,

Matthew Nieuwland | Lawyer | Claims Litigation Services | **TD Insu**
66 Wellington Street West, 38th Floor, Toronto, Ontario, M5K 1A2
T: 905-201-4092 | F: 416-599-7439

Email: Matthew.Nieuwland@tdinsurance.com

Legal Assistant: Christiana Ortiz | T: 416-486-2547 | E: christiana.or

Privileged and/or Confidential

From: Kevin McLean <mcleansniclat@gmail.com>
Sent: Saturday, March 30, 2024 3:00 PM
To: Karat, David <David.Karat@tdinsurance.com>
Cc: Nieuwland, Matthew <Matthew.Nieuwland@tdinsurance.com>; R
tdinsurance.com>; Persaud, Carol <Carol.Persaud@tdinsurance.com
Subject: Re: 23-015662 AABS (the "LAT Proceeding") - potential sixt

March 30, 2024

Dear Sirs/Mesdames:

I confirm that I have received a bounce back from Ms. Nurse & Despite Mr. Karat’s admitted lack of authorization for SNIC, I Impairment.

In the spirit of comprehensiveness, I can alert you that I will to Bishop, barrister and solicitor at Harvey Katz Law Group in I motion for particulars) and seek relief to strike any filed mater that requires the party that responds to do so by April 11, 2024

Obviously, if SNIC appoints a qualified lawyer to act on beha obtain an order to re-file the Purported SNIC Response. As th that you are aware of my position if SNIC is seeking to obtain

Thank you.

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2K3

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On Sat, Mar 30, 2024 at 2:19 PM Kevin McLean <mcleansniclat@gmail.com>

March 30, 2024

Dear Sirs/Mesdames:

I write to confirm that I have received auto-replies from “Al notice of motion. I will revert back with the relevant law an

I will note that if Mr. Karat was and is not authorized to hav office address as Mr. Karat in Markham, Ontario (namely 10

In my view and it will be my position that this was the fa focuses on those licensee(s) that facilitated, instructed, advi and assigned the activities and functions to Mr. Karat so tha

Thank you.

Appendix

Papadimitropoulos, Andrew

to me

Please be advised that I will be away from the office on

Regards,
Andrew

...

[Message clipped] [View entire message](#)

Moraes, Michelle

to me

ABSENCE ALERT Welcome to TD Insurance an
with limited access to email or voicemail. I will respon
Should you require immediate assistance, please reac

Warm regards,

Mr. Kevin A. McLean (B.A., J.D., CIM)
("Appellant", "Applicant", or "Insured Person")

(e): MCLEANSNICLAT@GMAIL.COM
(p): 647.513.1270
(a): 410-775 King Street West, Toronto, Ontario, M5V 2k

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and § **DICTATION OF EMAIL or Assistance from Third**
right to correct any spelling, grammar and syntax upon furt

On Sat, Mar 30, 2024 at 2:11 PM Kevin McLean <mcleansniclat@

March 30, 2024
Dear Sirs/Mesdames:
I have received an auto-reply which is below (see: Appendix). It is se
and his auto-reply emails to me (see: Affidavit #13, Exhibit “A”, pag
As such, this is further evidence that supports the focus of my to be se
We were obviously aware that Mr. Karat had been on the file in *Quinn*
I will provide you with the kind notice that I may have this new and fr
I again urge you to provide me with any existing lawyer that has filed a
I will continue to review the jurisprudence in this regard and see how
SABS after the conclusion of this LAT Proceeding.
It is trite that this new fresh evidence supports my above positions an
SNIC Response) and now he is no longer authorized with SNIC. While
I reserve the right to bring this correspondence to the attention of LAT
Thank you.

Appendix

Karat, David

to me

Hello and Thank you for your email.

Kindly note that the office will be closed on Friday, March 28, 2024 ar

Yours truly,

David Karat | Claim Specialist (ADR), Claims Department | **TD In**

101 McNabb St., Markham, ON L3R 4H8
T: 877-855-3767 Ext. 260263 | F: 416-774-3120 | david.karat@tdinsu
Also authorized to represent Primmum Insurance Company, TD Gener

^[i]Quinn v Security National Insurance Company, 202
^[ii]Kopylets v Primmum Insurance Company, 2023 Ce

Warm regards,

Internal

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