



Social Justice Tribunals Ontario
Providing fair and accessible dispute resolution
 Human Rights Tribunal of Ontario
 655 Bay Street, 14th Floor
 Toronto ON M7A 2A3
 Tel: 416-326-1312 or 1-866-598-0322
 Fax: 416-326-2199 or 1-866-355-6099

Tribunaux de justice sociale Ontario
Pour une justice accessible et équitable
 Tribunal des droits de la personne de l'Ontario
 655, rue Bay, 14^e étage
 Toronto ON M7A 2A3
 Tél.: 416-326-1312 ou 1-866-598-0322
 Téléc.: 416-326-2199 ou 1-866-355-6099

NOTICE OF HEARING

HRTO FILE: 2014-17405-I

January 5, 2015

Omar Kalair
 105 Bayridge Drive
 Brampton, Ontario L6P 2N7

Lisa C. Cabel
 Borden Ladner Gervais LLP
 Scotia Plaza
 40 King Street West
 Toronto, Ontario M5H 3Y4

Re: Omar Kalair v. Central 1 Credit Union

This Application has been scheduled for hearing on **June 12, 2015** at **655 Bay Street, 14th Floor, Toronto, Ontario** starting at **09:30am**.

IMPORTANT INFORMATION

Please read this entire notice right away. It explains what you must do before the hearing. It also explains what you must do within the next 14 days if you need to reschedule the hearing.

For more information or explanations of legal terms, see the HRTO's Rules of Procedure and the Guide to Preparing for a Hearing Before the HRTO, available on the HRTO's website (www.hrto.ca) or from the Registrar's Office.

Child and Family Services Review Board
 Custody Review Board
 Human Rights Tribunal of Ontario
 Landlord and Tenant Board Ontario
 Special Education (*English*) Tribunal Ontario
 Special Education (*French*) Tribunal Ontario
 Social Benefits Tribunal

Commission de révision des services à l'enfance et à la famille
 Commission de révision des placements sous garde
 Tribunal des droits de la personne de l'Ontario
 Commission de la location immobilière
 Tribunal de l'enfance en difficulté de l'Ontario (*anglais*)
 Tribunal de l'enfance en difficulté de l'Ontario (*français*)
 Tribunal de l'aide sociale

DISCLOSURE OF DOCUMENTS AND WITNESS STATEMENTS

Before the hearing, you must share documents and witness statements so that no one is taken by surprise at the hearing. There are two sets of deadlines that are set out below.

If an applicant does not disclose and file the required materials, the application may be dismissed. If a respondent does not file them, they may not be allowed to present evidence at the hearing.

STEP ONE: Disclosure of Arguably Relevant Documents (Rule 16.1)

By **January 26, 2015**, you must send the other parties a copy of all documents you have in your possession that may be relevant to the issues raised in the case, **except documents that are privileged**. You must send the HRTO a completed Statement of Delivery (Form 23) confirming that you sent the documents to the other parties. Do not send the documents to the HRTO at this time.

If the disclosure date has passed and you believe the other party has not disclosed documents that may be relevant, you should write to the other party to ask for the documents.

A party that does not believe that a requested document should be disclosed may refuse. Then, the party that wants the document disclosed can file a Request for Order During Proceedings (Form 10) asking the HRTO to order disclosure and the other party can respond. The HRTO will make a decision on whether the documents need to be disclosed. If you need to ask for a disclosure order, you should do so as soon as possible so there is time for the HRTO to make a decision well before the hearing.

STEP TWO: Disclosure and Filing of Witness Statements and Documents to be relied upon (Rules 16.2, 16.3, 17.1 and 17.2)

By **April 28, 2015**, each party must prepare:

1. a list of the documents you intend to rely on at the hearing. These are the documents that you have chosen to put before the tribunal from among the documents disclosed at step one by both parties.
2. copies of each of these documents for the HRTO.
3. a witness statement setting out the intended evidence of each witness.

The witness statements should be detailed and set out in full the testimony that the witness will give. A witness statement must be filed for each witness, including an applicant or individual respondent. If the witness's evidence is fully set out in the application or response, the witness statement can simply confirm this.

You must deliver the witness statements and the list of the documents you intend to rely on to the other parties. Then file all three, including the documents you will rely on, and a completed Statement of Delivery (Form 23) with the HRTO by the deadline date.

RESCHEDULING AND ADJOURNMENTS

If you cannot attend the hearing on the date(s) scheduled, you must act within 14 days of the date of this Notice to arrange for rescheduling. After that, a hearing will be adjourned or rescheduled only in exceptional circumstances, even if both parties agree to an adjournment. Retaining a new representative who is not available or prepared to proceed on the scheduled date is normally not considered an exceptional circumstance.

If you need to reschedule, contact the other parties immediately and try to agree on dates that are within 12 weeks of the original hearing date(s). One of the parties, copied to the others, can send the agreed to dates to the HRTO Registrar. The HRTO will make every effort to schedule the hearing for the dates provided by the parties.

If you cannot agree on new dates within two weeks of this notice, the party asking for the rescheduling must contact the HRTO Registrar in writing, copied to all other parties or their representative, and provide five available dates (or blocks of dates if the hearing is scheduled for multiple days) that are within 12 weeks of the originally scheduled hearing date(s).

The HRTO will contact the other parties and try to obtain mutually agreeable dates. If the other parties do not respond or are unable to agree on dates, the HRTO will set the date(s) for the hearing without agreement. Please remember to provide copies to the other parties of anything you send to the HRTO Registrar.

Requests for rescheduling and adjournment will be dealt with in accordance with the Practice Direction on Scheduling located on the HRTO's website at <http://www.hrto.ca/hrto/?q=en/node/46>.

CONTACT INFORMATION

The HRTO will send information to the address you have provided to us. If your contact information changes, you must immediately advise the HRTO and the other parties. We may send you directions before the hearing that require you to take action, so be sure to check your e-mail and mail regularly. If an applicant fails to respond, the Application may be dismissed. If a respondent fails to respond, they may lose the ability to present a defence.

FAILURE TO ATTEND THE HEARING

If you do not attend the hearing after receiving proper notice, the HRTO may proceed in your absence (if you are a respondent or intervener) or dismiss the Application as abandoned (if you are the applicant).

FILING DOCUMENTS WITH THE HRTO

All written communications must be addressed to the Registrar. Any documents, including emails, **must** be copied to the other parties before being filed with the HRTO. The HRTO will not accept any materials unless you confirm that they have been copied to the other parties. (Rules 1.12 and 1.20).

Our computer system requires that documents filed with the HRTO as email attachments must be less than 10 Mb in any one email. (Rule 1.17(c)).

You must file a paper and an electronic copy or a second unbound, preferably not tabbed, paper copy of any bound documents.

SETTLEMENT BY PARTIES

The HRTO encourages parties to have settlement discussions between themselves. These discussions and any related correspondence are confidential between the parties and should not be shared with the HRTO.

If the parties have reached an agreement before the hearing, the hearing will not be cancelled until a complete and signed Settlement (Form 25) is filed with the HRTO. Minutes of Settlement should not be filed with the HRTO.

ACCOMMODATION

You, your representative and your witnesses are entitled to accommodation of any *Human Rights Code*-related needs. The HRTO's Policy on Accessibility and Accommodation is available at <http://www.hrto.ca/hrto/?q=en/node/44>. Notify the Registrar as soon as possible if accommodation is required.

FRAGRANCE POLICY

As fragrances cause health problems for some individuals, the HRTO asks people attending in-person hearings and mediations and coming to its offices not to use scented products such as perfumes, after-shave, creams or hair-care products.

RULES, GUIDES, POLICIES AND PRACTICE DIRECTIONS

Please review the HRTO's Rules of Procedure, Guides, Policies and Practice Directions available at www.hrto.ca, by email hrto.registrar@ontario.ca, by phone (toll-free at 1-866-598-0322 or in Toronto at 416-326-1312 or TTY toll-free at 1-866-607-1240 or TTY Toronto 416-326-2027) or in person at 655 Bay St, 14th Floor, Toronto, Ontario. These documents are available in a variety of accessible formats.

Omar Kalair “Applicant”

and

Central 1 Credit Union “Respondent”

My initial application included my past statement of claim, emails to BLG law firm in the last 12 months and an email to the Superintendent of Bankruptcy from February of this year. I do not wish to repeat points, but hope to guide the Human Rights Tribunal of Ontario (HRTO) in its review to look at the entire statement of claim that was filed in July 2011. We retained experienced full service counsel that spent months with us to put together the 207 points that are listed in the statement of claim. It gives an overview of our relationship and issues since July 2011 which includes discrimination. During the period of notice of receivership, cross examination took place with senior management of Central Credit Union which provides evidence of discrimination. We ask the HRTO to review these examinations and all subsequent documentation that was shared following the examination. A data room was setup by Grant Thornton, the receiver for the sale of the claim, and was made available to Central, however I did not have access to it. This information should also be made available to the tribunal for their review. Emails between me and Central should also be viewed. I can provide these, as can Central which can remove any doubts of emails being tampered.

My analysis of my relationship with Central is that in the initial stages the staff of CUCO (CUCO later merged to become Central in 2008 and its decision making moved from Mississauga to Vancouver) built and setup a system to help our Muslim community and myself but this enthusiasm changed towards the end of our relationship which we believe was due to our creed. However, after initial staff members left Central, new staff took a different view, causing actions to occur that can only be described as discriminatory. These points have been listed in the email that was sent to the Superintendent of Bankruptcy.

I will now respond to Form 2 that was received and will list my disagreement with the version of facts that Central is presenting with supporting information. I prepared these documents myself and do not have funds for a lawyer, unlike Central, who are using a law firm with 750+ lawyers and I ask HRTO to be aware of this while reviewing my application.

RESPONSE TO 1-2

Central’s approach has been to deny and dismiss against me and my community, which is reflected in its communication with HRTO and in their opening statements. My last email to them in the last 12 months also had the same response, forcing me to submit an application to the HRTO. Had Central been more reasonable, this process would not have been required. It is my goal to show HRTO that I am using their service as a last resort due to the lack of cooperation from Central.

After filing my HRTO complaint I sent two emails to Central my first one started with: ***“As we are encouraged to communicate outside the Tribunal's process (see email from Laura Holder and HRTO statements), I wish to propose a without prejudice meeting in early August. I have emailed BLG and Central requesting for a meeting but my various emails have not been responded to (see email). In addition to the issue about my Matrimonial house and the difference is payout amount which has already been discussed in the HRTO process I wish to communicate further issues.”*** In my second email I started with ***“My offer has been reasonable, and it is***

frustrating and ironic that my past emails to the President of Central were responded to within a day when a cheque for Central was waiting at our office. However, when I have repeatedly requested a non-binding meeting – it was denied. These actions continue to show Central hiding and putting dollars before principals.”

Central responded to both emails by stating they did not want to meet or communicate outside the HRTO process. I appreciate the role of the HRTO and having its time and resources available for these allegations to be heard properly. Sadly if Central had been reasonable all the time and resources HRTO is spending on this matter, could have been avoided. I also wish to thank HRTO in ruling in my favour for an extension that Central did not deliver documents in a proper manner. I have been speaking to Laura Holder of HRTO regularly and wish to commend her for her customer service and my last discussion with her she stated how her superiors are updated her on my file. I appreciate the serious nature that HRTO is taking with this as Central being a top 10 financial institution in Canada should not be openly discriminated against a group simply due to their religion and providing differential treatment to different groups within its membership based on religion.

RESPONSE TO 3-7 (“THE PARTIES”)

In point 5 Central states: ***“UMF and UMC were in default of their obligations to Central to the tune of more than \$31.45 million in and around March 2011.”*** Central does not explain the entire story. We had close to 200 home owners who were financed by funds from Central. Monthly payments were being made to Central but Central requested for the entire amount to be paid which really meant they wanted the devout Muslim Credit Union clients to leave their Shariah compliant mortgages and go refinance with other lenders. No other viable Shariah compliant lender is in the market to take all these clients. UM was making close to \$200,000 monthly payments collected from these 200 clients every month right up to the October 2011 receivership date. UM was never in monetary default of its monthly obligation at anytime over its 6 years relationship and paid close to \$20 million in payments to Central. Central manufactured defaults by unilaterally stated it would not renew renewing Muslim Credit Union members in February 2011 and then a few weeks later saying we were in default.

I am a credit union member. UM was required to also become Credit Union member and maintain a corporate account with the credit union. I wish to state as a Credit Union member that Central failed its own value system in treatment to me, UM and my community. It proudly boasts its description and I wish to comment on my experience with them on this value system. Hopefully someone in the credit union system reads this and promotes a cultural change. Central promotes its value system on Leadership, Accountability, Cooperation, Innovation.

Leadership. Instead of leading the credit union system to fulfill a group of devout Muslim credit union clients they have been working with to finance their own homes for over six years, it forces their contracts to be non Shariah compliant. This single action almost doubled their monthly payments from 4.25% to 6.99% and Central refused to renew them as future clients. I would estimate that the average Credit Union member’s pays 3.25% and devout Muslim Credit Union members since 2011 have been paying 6.99%.

Accountability. With its vast network, resources and capital it failed to provide financing for its devout Muslim credit union clients. Its experience with its devout Muslim credit union has been positive, generating over \$10 million in profits for the organization.

Cooperation. Failed to listen to its devout Muslim credit union clients and partners such as UM. It ended a partnership that was profitable to them. Central did not lose financially in the business UM brought it. Overall we estimated a profit of over \$10 million was generated. I consent to an independent accountant to verify this amount. Central’s decision to put profits before principals discriminated against myself and other Muslim credit

union clients. Information sent to the Superintendent of Bankruptcy shows it deprived UM of over \$7 million it was owed from the original arrangement that was agreed upon.

Innovation. In 2003, CUCO began working with UM to develop its innovation practice. After it was formed, by 2008 it failed to develop and grow and Central continued to reiterate that it wanted to exit this business (Islamic finance and devout Muslim Credit Union clients).

RESPONSE 8-11 (“THE APPLICATION IS OUT OF TIME”)

In point 11 *“make Shariah compliant mortgage loans to their customers.”* These were not only clients of UM, but all these clients were required to become members of a credit union. We had to instruct our clients to go to a credit union and become members and only with this proof would Central finance these clients. Central explained to us that they can only support credit union members and if anyone wanted financing they would have to become a member. Central is hiding the facts that these clients are dually devout Muslim Credit Union clients. This fact is not disputed by Central and is in all clients’ documentation. Central treated its credit union clients and its devout Muslim credit union clients in vastly different ways in the past and continue to do so, which is discrimination. I myself was treated differently as a devout Muslim credit union client.

RESPONSE 12 (“THE APPLICATION IS OUT OF TIME”)

Central fails to highlight that the UM relationship with Central was also on a Shariah compliant basis called a Mudarabah. Our entire term sheet does not mention the word interest and it was structured also to be Shariah compliant. A Central product development employee did a research study on Islamic finance prior to the contracts being drafted which clearly shows the feature of Mudarabah would be the only way to meet our communities need in funding UM and financing clients on a Shariah compliant basis. A Mudarabah arrangement clearly states that expenses have to be paid by the financier. Details of this are included in the email sent by a UM/CU client Mohamed Lalva to the Superintendent. It was included in Form 2.

RESPONSE TO 13 - 15 “RECEIVERSHIP”

We disagree that we were in default. As a Mudarabah we are only required to make the monthly payments to Central, which we never defaulted on until the receivership date. We collected from our clients and disbursed to Central close to \$20 million over six years.

Central fails to mention that in November 2011 they brought me to their office and served me with notices providing three offers. Declare bankruptcy, make payments of \$32 million in 10 days or agree for them to send letters to Muslim credit union clients that they will no longer have home financing and to go find other financing options. No viable Islamic financing options exist in the market, thus we denied all and retained large Toronto law firms to represent our firms and clients best interest. As the CEO and President I had to act in the best interest of the company and my clients and through the HRTO process I wish to show that I did that.

RESPONSE TO 16 “RECEIVERSHIP”

UM continued to make monthly payments throughout this period and never defaulted. These payments would average close to \$200 000 a month. In addition UM had clients who paid off their homes financing that brought the entire portfolio down further during this period.

RESPONSE TO 17 “RECEIVERSHIP”

The receivership was not until October 6, 2011. UM requested an extension from Central, as we had met over 30 parties to buy the portfolio and keep it Shariah compliant. It was only after all parties were forced to go in front of a commercial judge in July 2011 that Central agreed to sell the portfolio at a discounted 90% to the debt. ie a portfolio of \$30 million being sold for \$27 million. We had disclosed to Central and to the courts of 11 parties who were interested in the portfolio and the Muslim credit union clients. Two parties provided term sheets and we had paid commitment fees to them and paid law firms for legal opinions. Central had setup a data room but the parties visiting them were constantly complaining to me that there was a lack of cooperation from Central. One lender said that usually in such situations, the financing party is more proactive when trying to sell the portfolio, but his interaction with Central was that they were very passive. My assumption is that Central was more interested in the insurance payout it would receive then selling the portfolio at a discount and put profits before religious accommodation of its devout Muslim Credit Union members.

RESPONSE TO 18-19 "STATEMENT OF CLAIM"

Central fails to mention how MCC went to court to keep this claim alive and the statements made by the judge that its argument that Central would buy and dismiss this claim would not happen as it's ethically wrong and shows Central is trying to hide things. We request HRTO to review these court orders. In a discussion with a MindenGross lawyer he stated that the law around parties having a statement of claim against them while going through a receivership and that the purchase is not ethical and is a hole in the Canadian justice system that they are trying to change. This lawyer had offered to setup a meeting with a newspaper business reporter to discuss this issue and bring media attention to it but I decided to wait until a more appropriate time.

Central states that the claim has inflammatory allegations and lists them. I wish to respond with facts to show how these allegations are not inflammatory but factual and meet the HRTO guidelines of discrimination. I have recently compiled a list of discriminatory incidents for HRTO review:

Discriminatory Incident 1

An internal meeting around 2008 about UM within Central senior management, Islamic terms were said in a mocking and condescending manner that made the entire board room laugh. The one Muslim credit union employee was so troubled he communicated this incident with me. This shows how Central senior management viewed our community. Most of the people in that meeting are no longer with Central but I can approach them when a HRTO hearing will be heard.

Discriminatory Incident 2

I was also informed that Meridian CU senior management decided not to do business with us because they did not want devout Muslim clients. We worked with the business development management but when our proposal reached their senior management they did not want devout Muslim clients.

Discriminatory Incident 3

After Central was informed of these reasons by Meridian CU, they also decided to do the same.

Discriminatory Incident 4

We created a Shariah compliant deposit product with Metro CU in 2004. Metro CU senior management had various meetings with UM. In one meeting they informed a Muslim Metro CU employee that they did not

appreciate UM speaking another language besides English. This Muslim Metro CU employee also shared some further details that can be shared in a tribunal hearing.

Discriminatory Incident 5

Central introduced UM to McMaster CU and we created a Shariah compliant term deposit. When Central stopped funding UM in 2007 the CEO tried to intervene many times and stated the response from Central was not positive. This CEO has retired but in a tribunal he can share many incidents that would qualify as discriminatory.

Discriminatory Incident 6

At one point a CU had couriered us a letter not to refer clients to them from our community. The email exchange between this CU and UM can be shared with the tribunal.

Discriminatory Incident 7

The contracts that Central is using today are Islamic contracts that is my intellectually property, which they have used without my consent and what is more worrisome is that they told clients these contracts are the same. They took the same contract and removed two paragraphs from them. However as I had explained many times to Central they are not Shariah compliant if Central uses them. Central one has been deceiving clients by stating the contracts are the same and not disclosing information that I shared with them.

Discriminatory Incident 8

After denying the \$49mm term sheet in 2007, Central also decided to unilaterally stop any servicing fees. It was only after I went through the documents that a previous Central employee provided me that they honoured it and it was unilaterally decided that the duration would be for one year only. At the time, our contracts were only place holder, but operations were communicated through emails. Emails will show this discrimination.

Discriminatory Incident 9

Central 1 NewsBytes November 18, 2011. The information is false as I was never forced to provide any mortgage documents. This shows another example of how Central discriminated against me by spreading such negative news to its entire credit union system in a companywide email. I wish to update HRTO about these media articles. With much of the negative press attention received I had to file "Notice of Libels" with various major print media. I settled out of court including a cash settlement with one and they offered to publish a 2000+ word article. I am also currently in litigation with the media on a past article.

From: Central 1 Credit Union - Ontario Region [<mailto:newsbytes@Central.ccsend.com>] **On Behalf Of** Central 1 Credit Union - Ontario Region
Sent: November-18-11 8:01 AM
To:
Subject: Central 1 NewsBytes November 18, 2011

November 18, 2011	In the News CBC.CA column urges small businesses to try credit unions
Quick Links	

[e-Central](#)

[NewsBytes archive](#)

[Central 1's Twitter Feed](#)

[Filene Institute Research blog](#)

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Credit unions are a great fit for small businesses and we need to do a better job of self promotion, says CBC.CA columnist Dianne Buckner in an online column headlined: [Credit unions and small business, a match made in heaven.](#)

Meridian Named a Top Employer

Meridian Credit Union made the list of Greater Toronto's Top Employers 2012 [reported Wednesday](#) in the Globe and Mail. Meridian's news release is [here](#).

CBC Covers UM Financial Court Action

Grant Thornton, the court-appointed receiver for UM Financial, went to court on Thursday, Nov. 10 to force the CEO Omar Kalair to provide mortgage documents. An online story is [here](#) and a video report is [here](#).

Bank of Canada Governor Mark Carney [officially unveiled](#) the new polymer \$100 bank note on Tuesday. Other denominations will be released next year.

To obtain this edition and be added to the e-mail list, contact Janet Daniel jdaniel@Central.com.

Art Chamberlain

Central 1 Credit Union

achamberlain@Central.com

NewsBytes is distributed each Friday.
Send submissions to achamberlain@Central.com by Wednesday. NewsBytes reserves the right to edit.

1.800.661.6813 ext 8534

Discriminatory Incident 10

Central created an environment of fear internally against the Muslim community and me. Information shared by former Central staff revealed how a few key staff were told not to come to the Matheson office (due to fear they

would be physically harmed) on a date where they thought UM was going to hold a meeting in the same building. This was almost one year prior to the receivership. The Central members who were told this question this decision from Vancouver and were surprised how Vancouver was treating the file. The friction between Ontario and BC after the 2008 merger was very apparent and it appears UM was caught up in this internal friction much of which I believe was discrimination.

Discriminatory Incident 11

When Pace CU wanted to meet with us to discuss finding a solution, they were advised by Central not to, again showing discrimination (see email). We believe more information was shared between Pace and Central and a HRTO hearing would shed light on this.

From: Larry Smith [mailto:lsmith@pacecu.com]

Sent: Monday, April 11, 2011 8:50 PM

To: Hunt, Doug (CA - SW Ontario); Terry Chapman; Dan Coldwell; Omar Kalair

Cc: 'VP Client Relations Alim Khan'; 'NORMAN AYOUB'; Kim Colacicco

Subject: Re: Introduction email

Good day

Mr. Kalair, It has come to my attention that there is an outstanding litigation matter between UM and Central Credit Union. As such, and as "members" of Central, it would be inappropriate for us to enter into any material matter between Pace and UM at this time.. and until such litigation has been resolved.

regards

Larry Smith Pres/CEO Pace Savings and Credit Union

Discriminatory Incident 12

In the past we were provided a \$49mm commitment letter that under cross examination Dirk Haack agreed that Central did not fulfill its commitment. Central fulfilled other obligations to clients but discriminated against Muslim CU members and myself.

Discriminatory Incident 13

Through Central Treasury, structured portfolio purposes were done unilaterally without our consent or disclosure of financial terms which would take our entire markup profit from UM to Central. (A lawyer stated this is similar to another case that was on the front pages of the Toronto Star

http://www.thestar.com/business/2014/07/01/vaughan_furniture_maker_sues_ikea.html).

Discriminatory Incident 14

Devout Muslim credit union members were provided limited financial options then other credit union members.

Discriminatory Incident 15

After Central acquired the portfolio another client arranged to buy the entire portfolio and structure it truly Shariah compliant in 2012. BLG was involved in this long discussion but in the end a simple note was sent to that the client. However, Central refused the offer even though the financial terms were the same that Central had agreed to in the past. Again this, in my view, would be another example of discrimination. Had Central agreed, at least some clients would have ended up with a Shariah compliant solution. I believe Central1 was more interested in its insurance payout then meeting its devout Muslim credit union member's needs.

Discriminatory Incident 16

Central senior management underwriting allowed clients to be approved whom they stated they would not normally approve thus giving more risk to UM to manage than it would have for its own credit union. In an onsite audit with Vickie Sacco and Peter Collins they stated they financed 10-15 deals they would not have but did so since the clients had no Shariah complaint solutions. A few of these clients defaulted later resulting in over \$200,000 losses to UM and UM have to bear this. Had Central followed its only risk policy this would not have occurred. Here again we see an example how UM and its devout Muslim Credit Union clients were treated differently.

Discriminatory Incident 17

After the receivership they were offered one year terms at 6.99% where under UM Financial the rate was almost half and other long term credit union members pay much less.

Discriminatory Incident 18

If Central was confident it did nothing wrong, it could have let the \$50mm statement of claim sold by Grant Thornton be purchased by a UM client who had placed a bid. We are not aware of any other situation where Central purchases a claim that has discriminatory practices and dismisses it.

Discriminatory Incident 19

Central senior management breached its agreements by failing to permit UM to assume defaulting mortgages, applying the incorrect interest rate to UM's payments on expired individual client agreements, and applying the incorrect interest rate to transactions with UM. Errors like these Central would compensate with other clients but did not do so with UM.

Discriminatory Incident 20

Board members of Central (who were couriered documents) failed to respond or intervene to help Muslim credit union members when they have helped in other situations. More importantly the Alterna BOD member who is on the Central board had a conflict as UM was also a corporate member of Alterna CU. We do not know how these internal board meetings occurred and would request HRTD to request all notes from internal board meetings regarding UM and what information did these board members have to investigate if this discrimination went all the way to the board level.

Discriminatory Incident 21

Devout Muslim credit union members were required to provide security deposit amounts although other credit union clients were not.

Discriminatory Incident 22

Devout Muslim credit union members were required to pay higher monthly payments than other credit union members.

Discriminatory Incident 23

Devout Muslim credit union members were required to get new mortgage renewals and bear an additional roughly \$1000 legal expense when other credit union members did not.

Discriminatory Incident 24

Devout Muslim credit union members were required to sign new renewal documents and provide documentation on collateral mortgages when other credit union members were not. This also occurred under the receiver Grant Thornton, where they automatically renewed clients without requiring them to sign documents.

Discriminatory Incident 25

Central did not accept the opinion of our Shariah scholars that were emailed to them prior to the receivership and acted against that. They did not respect the opinions from the learnt in our community but have for other communities.

Discriminatory Incident 26

Central senior management Dirk Haack introduced us to a company called MCAP. This company decided to meet us but would only do so anonymously and the meeting was setup at a third parties location and they did not share their business card. Central must have shared information with them to treat us this way. In a hearing we can ask MCAP to share this information with the tribunal. Dirk Haack stated to me personally that he wanted MCAP to succeed so I could have a business to continue after Central. Central discriminated against me and destroyed any potential business potential.

Discriminatory Incident 27

In the demand notices, we informed them we had close to \$1 million in accounts receivable and they stated they would take these funds also, thus requesting for funds for a facility that amounted to more than they were entitled to. We believe this offer was only made to UM and no other clients of Central.

Discriminatory Incident 28

Central refused mediation with us but did so with other parties. Our contracts clearly stated mediation as an option and in intellectual property contracts they used without my consent they removed the mediation options. Within this application through the HRTO, Central has not agreed to have mediation with UM even though it's an option that HRTO provides. I believe Central agrees to mediation with other parties but has not with myself due to my creed.

Discriminatory Incident 29

In 2004, lawyers from Central¹ contacted an Ontario government agency regarding land transfer taxes and Islamic mortgages. An opinion was given. When the final version of the contracts were designed and approved by Central they were different from the opinion that was given, resulting in UM owing close to \$200,000 in land transfer. In similar situations where Central lawyers make such errors Central would compensate parties, however with our community Central failed to do so.

Discriminatory Incident 30

Central withheld information of meetings and contracts it had with UM clients, UM lawyers and UM employees. This contributed to some of the fraud that was committed against UM by such individuals. Central in other cases would share such information with the corporation it did business with but did not with UM.

Discriminatory Incident 31

In the summer of 2011 I emailed Vickie Sacco of Central that a Central employee who was a Muslim was spreading defamatory statements in the community. She never responded to this email. Other such defamatory information and communications sent to Central would be treated seriously however when UM sent a request it was never responded to.

Discriminatory Incident 32

Central in 2011 stated to UM that its two goals were investment protection of its capital and reputation protection regarding its business with UM. These were its two priorities. It did not have a priority to meet its needs of its devout Muslim Credit Union clients. For its other credit union clients it would have this priority but for the devout Muslim credit union clients it did not. This shows how Central put profits before religious rights of its own clients.

Discriminatory Incident 33

Today, Central continues to not renew the remaining clients and some have contacted me asking for other alternatives, while reiterating that they are being harassed by Central employees such as Vickie Sacco and Suzanne Fisher to payout entire mortgage amounts. In many cases Central retained lawyers to enforce power of sales against these clients and require them to pay legal bills for Central activities. Such actions were not taken against its normal credit union clients but are taken against its devout Muslim Credit Union clients.

Discriminatory Incident 34

Central senior management had problems with certain former Central employees who approved projects that were not successful. One of these projects was the UM project and they grouped the other projects with UM and we were told that part of the reason UM was shut down was because it was approved by these former Central employees. The other projects did not affect its credit union clients but in the actions against UM it affected its devout Muslim Credit Union clients.

Discriminatory Incident 35

When Central senior management became aware that Canadian banks might take over the business they developed with UM, shared their frustration regarding this in meetings held at Central. The animosity between credit unions and banks exists. We believe this contributed towards its treatment towards us and how Central dealt with us in the end was to sabotage the goodwill in UM so that I, our company or the Islamic finance industry could not grow thus to put us into receivership.

Discriminatory Incident 36

I sent many emails, phone calls and request to Central and its legal counsel this year to meet and they have refused all requests. In dealing with other situations I understand Central does meet but they did not meet with me which is differential treatment which I believe is due to my creed.

Discriminatory Incident 37

Central legal counsel was in court after the receivership refusing to discharge mortgages of UM clients who were in dispute. Many of these clients did not pay the full payout amount that we provided them and we did not have staff or resources to pursue this leading up to the receivership. Central argued in court it should not payout these mortgages in dispute however the commercial judge overruled them and stated if they made payment to UM it

should be honoured and Central should pay. This shows another example of Central putting profits before principal and treating its devout Muslim Credit Union clients different than its other Credit Union clients.

Discriminatory Incident 38

Central senior management would unilaterally change compensation amounts to UM without its consent or disclosing this to them. UM would find out much later and would raise concerns which forced UM to file a statement of claim against Central. Central would not do this with its other clients but did so with UM. Central was making less profit in its first few years abiding by the contract that was initially designed but overtime even though more business was being brought to Central it took more profits away from UM. We believe these actions were Central's attempt to have UM leave them and they kept reducing our profits for this purpose.

Discriminatory Incident 39

Central senior management was aware that a receivership for its 1st mortgage amounts would cause great confusion amongst the many 2nd mortgage investors who were UM clients. It would also cause problems for UM homeowners in dealing with 2nd mortgages as UM were coordinating this. Central with other clients would consider these issues but with UM clients did not show any sympathy towards these 2nd mortgage investors even though many of them were also devout Muslim Credit Union clients.

Discriminatory Incident 40

Central senior management in the end was not compensating UM for its servicing of its portfolio and others financial compensation. This resulted in UM business model to become a loss which was supported by the receiver Grant Thornton. After the receiver spent two years on the file in its eleventh report dated on January 2013 it concluded ***"Companies were clearly not profitable, the Receiver has file the outstanding pre-receivership GST/HST and corporate tax return on a Nil basis in order to fulfill its statutory obligations."*** Other clients of Central were assured they were profitable however with UM, Central toward the end made us not profitable due to it not fulfilling its Mudarabah agreement. At the time of the receivership over half the portfolio of UM was being serviced with no cost to Central. We ask HRTO to find any other corporation that services mortgage portfolio for free for clients as UM was doing so for Central.

Discriminatory Incident 41

Central senior management added a \$125 payout statement fee to over 300 payouts. UM had to pass this fee expense across to its clients. This amount was never agreed by UM and is not in any contract. Central did not require this from its other members but did so against only its devout Muslim Credit Union clients.

Discriminatory Incident 42

Central senior management on three occasions stopped financing UM from its funding facility prior to 2007. UM clients who we had approved for financing and home closing coming up at last minute were told we could not finance them. Linda Jeffery of Central shared her feelings that she felt so sad seeing these clients not be financed many of whom emails we shared with Central. UM as corporation had fixed monthly expenses and at one point for four months had no revenue but had a staff of close to 30 and eight regional offices expenses to bear. One client who we told at the last minute we could not finance him took the matter to court and we had to pay a compensation of \$35,000. Others brought the issue to UM Shariah board as it's a clause in our contracts and the Shariah board forced us to compensate parties. Central did not compensate us for their problems of not financing

us or fulfilling a term sheet they had agreed to fund us with even though they are required in a Mudarabah. Central did for other clients but not for UM.

Discriminatory Incident 43

Central senior management failed to accept three requests by UM to help integrate UM's portfolio monitoring to its own systems. We wanted to buy the same computer software and were willing to pay the cost but were told not to. We brought in a 3rd party servicing entity but Central failed to start moving the portfolio to them. We asked Central that we would hire UM staff that Central recommended, but Central failed to do so. With other clients Central would help facilitate such requests but did not do so with UM.

Discriminatory Incident 44

Central senior management has paid in excess of \$5 million to experts such as lawyers, consultants, receivers and others regarding the UM file but requested payments back from a UM Shariah expert for his services. This individual has spent over 6000 hours working on the UM file since 2003 and has not been paid. Central ensures other experts are paid but discriminated against a Muslim Shairah expert being paid and went through court to have the amount of over \$400,000 returned back to Central.

Discriminatory Incident 45

Central senior management fails to acknowledge its Mudarabah relationship in court even though in the past its employees have. The six points are mentioned in the email to the Superintendent of Bankruptcy. In other cases with clients when such information is presented it is accepted however with UM it was not.

Discriminatory Incident 46

I was told by a third party that Central senior management had an insurance policy on our UM portfolio. We believe this policy is what drove the decisions by the senior management and the BOD of Central. We believe that Central wanted to close the UM portfolio itself since it would financially benefit the most from its insurance policy and thus gave the optics it was open to portfolio sale but in the end would ensure the greatest profit from its insurance policy. I believe Central put profits before religious rights and meeting the needs of its devout Muslim Credit Union clients.

Discriminatory Incident 47

Central senior management failed to finance clients it had instructed UM that it had approved for financing. Central would finance its other credit union clients but failed to finance its Muslim credit union clients.

Discriminatory Incident 48

Central senior management failed to compensate clients that it told UM it approved when it did not finance them. Central would compensate its other credit union clients but failed to compensate its Muslim credit union clients whom it had approved but not financed.

Discriminatory Incident 49

UM mortgage portfolio with Central peaked to \$82 million in 2007 and by 2010 had declined to \$32 million as clients paid off mortgages and sold home. UM successfully brought this portfolio down by \$50 million with no losses to Central. This was done during the credit crisis and worldwide slowdown in the economy. UM was never

given any appreciation or compensation but on the contrary our servicing fees were reduced and revenue greatly reduced. Central would reward other clients for its positive work but failed to do so with UM

Discriminatory Incident 50

Central senior management with other clients who help facilitates their businesses to become a credit union. Central failed to do so with UM as they did not want devout Muslim credit union members. Many attempts over the last years have been made to set up a Muslim credit union but all have not succeeded due to Central lack of support. Central has supported many other communities but fails to support the devout Muslim community.

Discriminatory Incident 51

In November 2011 , Central senior management stated to UM in an email that no financial obligations are outstanding with UM. However, we were later told that Central had other information that showed otherwise. Central was not being honest with us with the information they had.

Discriminatory Incident 52

Central senior management informed the receiver Grant Thornton that a statement authorization UM to conduct payouts was not provided by them. That statement was received from Vickie Sacco from Central and we utilized that statement with law firms when dealing with them. This information was in the receivers reports. Central again was not honest with us and the receiver.

Discriminatory Incident 53

Central's decision to terminate the mortgage assignment agreements, which coincided with the demand for repayment, was done without any reasonable notice or any genuine default. The termination was in breach of the terms of those agreements, contrary to its fiduciary and other duties owed to UM including an obligation to act in good faith in its dealings with UM. The demand notice gave us 3 options: Following its demand letters, the Central advised the Plaintiffs of three unacceptable options: 1) pay the entirety of the debt, which the Defendants knew the Plaintiffs could not possibly do, 2) declare bankruptcy, which would have thrown the clients into a chaotic situation, or 3) that the Plaintiffs should send a letter that was to instruct its clients that they had to seek conventional financing elsewhere to repay their mortgages in full as the Islamic financing by Central was to be terminated. After being confronted by UM and their counsel as to the baseless nature of their demands, Central withdrew their demands on December 3, 2010. On December 22, 2010, almost a month after the demand letter, Central attempted in a letter of that date to retroactively justify their baseless demand from the previous month. Their letter set out a series of supposed defaults by UM, all of which were technical, extremely stale and or insignificant to the security and lending arrangements between the parties. Central treats UM and its devout Muslim Credit Union clients differently.

Discriminatory Incident 54

In an effort to meet Central's demand, UM initiated contact with close to 30 potential financing parties in Canada and overseas to replace Central. I personally travelled overseas on behalf of UM, paid significant commitment fees, paid for legal opinions and tried our best to find a party to replace Central. Central neither aided nor supported our efforts and in fact obstructed our efforts by refusing to participate in meetings with interested parties and refusing to provide written endorsement of their arrangement with UM over the years. Central's obstructionist attitude made it virtually impossible for UM to find replacement funding from any traditional sources.

Discriminatory Incident 55

In March 2012 a notice of receivership was filed thus effectively precluding any other interested financial institution from engaging in any partnership with UM to replace Central's financing facility. Understandably any institution would be reluctant to work with a company that is in receivership. I personally appealed to Central in an email not to file the notice. Central actions caused its Muslim Credit Union clients much suffering but not its other clients.

Discriminatory Incident 56

Central senior management used the BLG law firm whom UM had a relationship with. A conflict notice was filed as a senior lawyer in BLG was mentored by me regarding Islamic finance. This same lawyer participated on conference calls with Central to act against UM. In the conflict motion ruling the judge incorrectly states that the lawyer was not on the call. Most large clients seeing a conflict would select a different law firm however Central did not do so. This shows another example of it treating UM differently than it did with others.

Discriminatory Incident 57

My personal compensation from UM never exceeded \$50,000 a year and I was to be compensated with my matrimonial house financing payments and intellectual property but Central failed to do so. I have repeatedly emailed Central regarding this but they fail to compensate me. I brought over \$10 million in profits to Central yet Central fails to compensate me what I am owed. Had Central honoured its contracts and not deprived UM of its \$7 million it was entitled my annual compensation would have been higher. Central compensates others but has failed to compensate me.

Discriminatory Incident 58

My repeated request for a meeting with the President was never responded. I am aware he met other Presidents of companies but refused to meet with me.

Discriminatory Incident 59

Central senior management would ensure its other credit union clients had first grade IT system, reporting, customer service etc yet attempts by UM to have the same were not accommodated regarding devout Muslim Credit Union clients being treated differently.

Discriminatory Incident 60

Central senior management prior to the notices given in November 2011 had its staff send emails in trying to extract more data from UM in a very deceitful way. Central was doing so in preparation in closing the facility and asking the information on false pretext. Such unethical behavior is not acceptable and I believe Central does not do such actions with other clients or Credit Union clients but did so with UM.

Discriminatory Incident 61

Central senior management withheld cheques owing to UM for months. A \$30,000 amount after the November 2011 notice were given was not given to UM for months after repeated request. Central would not treat its other clients this way but did with UM.

Discriminatory Incident 62

Central senior management failed to utilize arbitration agreements that were included in contracts signed between Central and UM. Central has used arbitration with other clients in the past but failed to do so with UM.

Discriminatory Incident 63

Central senior management used the threat of forced insolvency proceeding to leverage unreasonable concessions from UM including have UM execute a form of forbearance agreement which would strip UM of all its rights including their right to pursue the statement of claim against Central for all of their damaging and inappropriate conduct. Central did not treat its other clients like this but did treat UM in this manner.

Discriminatory Incident 64

Central senior management in February 2011 spontaneously and without warning decided that it would no longer allow for further renewals of devout Muslim credit union clients mortgages when these mortgages came due. Central treated its devout Muslim credit union members differently than its other credit union members.

Discriminatory Incident 65

Central senior management was repeatedly advised directly in writing and even provided a sworn affidavit to the effect that in the event there is a receivership or any other involuntary enforcement of security is conducted against the business without the consent and active involvement of UM, that such action will render UM contracts to be non-Shariah compliant. Central did make these contracts non-Shariah complaint and caused many clients emotional stress from the sin they were now in. Central does not cause such emotional stress on its other credit union members but did so with its devout Muslim credit union members.

Discriminatory Incident 66

Central senior management failed to provide a letter of reference that a chartered bank had requested prior to the receivership. Central had unfairly and unreasonably blocked UM from being able to secure and benefit from this bank. Central when speaking to Meridian Credit Union bent backwards and hosted Meridian Credit Union at its corporate offices but would not provide the same treatment when dealing with a chartered bank perhaps due to the friction between Credit Unions and Banks. Central helped its other clients but failed to do so with UM.

Discriminatory Incident 67

Central senior management confirmed that UM was not in any monetary default with Central on the contrary Central owed UM. UM maintained it's close to monthly \$200,000 until the receivership date and never financially defaulted on its monthly payments with Central over the 6 years submitting to Central close to \$20 million. Yet Central forced a receivership onto UM. Central entering into these agreements with UM since 2003 knowing the nature of UM's business was to provide Muslims financing structured according to Islamic Law (which prohibits interest). These clients came to UM specifically because of this compliance with Islamic Law. By forcing UM into receivership and making such unreasonable requests such as providing \$32 million within 10 days from a first notice shows different treatment with UM. Central actions turned these Shariah complaint contracts to be non Shariah complaint that many independent scholars have stated. Central did not force other clients into receivership who were not in monetary default but did with UM.

Discriminatory Incident 68

Central senior management had a business development manager that was our main contact since 2005. This

person left in 2007 and since then no one was replaced to help UM. This person was a champion internally in Central for UM and attending our community events. Central failed to fill his role afterwards to continue the success story of UM. In other situations Central continued success stories by allocating human resources but failed to do so with UM.

Discriminatory Incident 69

Central senior management had internal differences of how Central was handling the UM file towards the end of 2011. I met many of the Ontario senior management who stated this to me in person that once they seen the UM file decision making move to Vancouver they knew it would not end positively. I met with Linda Jeffery at the Credit Union conference where in the past I was a speaker and interacted with Linda Jeffery who felt apologetic in how Central was treating UM and stated that Dirk Haack has his own way of dealing with things which she implied she did not agree with. In other cases where Central would have senior management disagree usually arbitration would be used but Central treated UM differently and a heavy handed approach was used with the full objection from other senior members of Central senior management.

Discriminatory Incident 70

Central senior management until 2007 while it was an Ontario based institution and not influenced from Vancouver, treated UM as a superstar. We were quoted in its annual reports as examples of reaching out to immigrants. We were quoted and interviewed in Central own media and email system. Central requested us to a speaker at its annual Credit Union conference. Since I spoke at its conference I requested Central to speak at a UM sponsored conference. Central hosted media at its office and the Toronto Star took pictures of myself and Central senior staff at its corporate office. All this changed after the merger into Central in 2008. Central with other parties whom it treated favorably allowed them to grow and stay with Central however with UM Central unilaterally decided it did not want devout Muslim credit union members in its system. As one UM client and devout Muslim Credit Union member states "How can an institution like Central run a small community organization into bankruptcy by its own deliberate actions, and not be held accountable for its conduct?" another states "It is my position and understanding that Central action throughout this affair constitutes fraud and wrongful enrichment of Central and dishonesty at the expense of UM. I am convinced that a over \$7 million fraud by Central has been perpetrated. Central on its own accord should return the millions it has benefited to compensate victims such as us on its own free will."

Discriminatory Incident 71

Centrals President prior to the receivership responded to my email and agreed to meet with me. However he failed to do so. I received his business card from my maternal uncle who had picked him up from Pearson Airport as he was a limousine driver. Sadly my uncle died in a car accident in August 2011 and I emailed the President this information and he failed to send any response. Ironically after the receivership when we received payout cheques of over \$300,000 in the name of our company that we could have deposit in our bank account I emailed the President and the next day someone came to pick up the cheque. I find it very odd that a President of an institution such as Central who gave his business card to a taxi driver and discussed the UM business did not have the least bit decency to send condolences.

RESPONSE TO 20-27 "COURT"

Central fails to mention a UM client had put in an offer of \$11,000 to buy the portfolio and had Central not purchased the portfolio, which in the end was no cost to them, the claim and discrimination aspect of it would

have continued and would have been heard by a judicial system. In addition, as stated in Form 2 MCC had also expressed an interest in purchasing the claim. One can only assume that Central knew discrimination occurred and wanted to purchase the claim so not to face these discrimination claims. My intent in filing this complaint is to have a judicial system look at these allegations and to do justice to the wrong that has been done. As mentioned earlier I request HRTO to review the court orders and the ethical question of purchasing a claim by Central against itself to dismiss it which contains discrimination allegations.

Also I wish to update that I was not active in the court orders or reports by Grant Thornton due to me not having legal counsel and being overseas at the time. The receiver was only influenced by Central as Central was the only creditor who showed up at the creditors meeting and the only creditor in the entire process. Grant Thornton would only report and be in discussion to this primary party. I wish to state that while I led the companies I ensured all creditors were paid and do submit that according to a Mudarabah understanding Central was also paid. Our lawyers stated to myself in their experience in receivership they were surprised that a company that operated for over six years having 30 staff and 8 branches with over \$100 million changing hands and payments made close to that amount had no creditor is something unheard of in today's business world and praised my operations. I always ensured all creditors on a month to month basis were paid. No client was any net loss in doing business with UM over the years.

RESPONSE TO 28-31 "EMAILS"

My main contact at BLG since they were appointed this file in November 2011 has been Mr. Jaipargas. I met him in many without prejudice meetings with Central senior management prior to the receivership. As Grant Thornton was handling the file it was only after Central purchased the portfolio did I contact BLG asking for my loss of income when I became aware.

Central again is missing the main issue from the email and deflecting it to state that I don't have funds and can't afford a lawyer. The emails regarding my matrimonial house show that income is owing to me from Central. They provided a payout in 2011 to me that was different than the one offered after the receivership. Suzanne Fisher, an employee of Central clearly stated that UM was free to provide its employees with discounted mortgages. Central itself offers its employees discounted mortgages that are handled by the same people that were handling the UM portfolio. It's ironic that Central staff gets discounted mortgages yet Central believes that I would have to pay normal rates for my own mortgage when my company agreed to cover this payment.

RESPONSE TO 32-33 "CHARGES"

The RCMP laid charges without ever interviewing me. My criminal lawyer is preparing a package of new evidence that will be presented to the crown and we are optimistic these charges will be withdrawn. A potential trial even if it occurs will not happen until 2016 and I wish to state I have not done anything wrong. We have had many scholars review our Mudarabah contract with Central and they will be submitted religious edicts that will also be shared with others that all my actions were within the Mudarabah relationship. More importantly, if the RCMP could question business transactions and Mudarabah contracts that did occur. More importantly is the more than \$7 million in payments that Central fraudulently did not pay UM over the six years.

RESPONSE TO 34-37 "EMAILS FEBRUARY 2014"

Central fails to mention that Mohammad Lalha is a UM homeowner and a Muslim Credit Union client until recently. The email quantifies \$7 million that Central deprived UM and I wish to submit that I in principal agree with the points listed and would like to have the HRTO investigate how Central engaged in discriminatory

practices. These emails are relevant to this application since it quantifies how Central deprived UM of \$7 million based on the Mudarabah relationship UM and Central had.

Central fails to respond to this serious email and allegation in any way. This along with the Statement of claim is the main arguments against Central.

The actions of Central started with me since summer of 2003 and the email lists out the discrimination. In a future hearing I wish to call multiple witnesses who will corroborate the facts presented in the email to show HRTO how Central discriminated. Some past senior management of Central have also expressed support to share the true facts that Central to date has been hiding.

RESPONSE TO 38 – 39 “RESPONSE TO THE APPLICATION”

I submitted my completed HRTO application on April 11 2013 which is a Friday and the HRTO responded on April 14. My position is that I filed my application within a year of the last incident where Central denied giving the income I deserved. The receivership date is irrelevant as my matrimonial house was with Central and continued after the receivership. When I became aware of the different amount Central decided on I contacted Central shortly after that in April 2013.

I also wish to state that the content in the emails sent to the Superintendent of Bankruptcy by Mohamed Lalva also shows discrimination. The email was sent in February 2014. Central in its response is only referring to the statement of claim as a 2011 event. HRTO should look at the February 2014 as new information of discrimination that both UM and Central became aware of recently.

RESPONSE TO 40 “RESPONSE TO THE APPLICATION”

I deny I did not act in good faith. As Central was not aware of the emails sent by its former devout Muslim Credit union member to the superintendent of Bankruptcy in February 2014 I too only read some of those facts for the first time.

RESPONSE TO 41 “RESPONSE TO THE APPLICATION”

I ask HRTO to actually read all the court orders which push fairness and many of the various judges who made court orders assumed Central would not purchase its own claim against itself and dismiss it. If Central had nothing to hide why not let a former UM client continue with the claim and let a judge make a final decision. Central actions in this application also and its continuous request to dismiss the entire application shows how it is hiding something which in my view is the discrimination it has done against me and my community. Central calls my application a “collateral attack”. Central fails to recognize the attacks it’s made against me. I wish to share here with HRTO a brief background of myself and that Central actions has damaged:

Omar Kalair - President & CEO, UM Financial Group Corporation (federally registered corporation), Canada

In 2004, Omar Kalair founded UM, which today is Canada's premier Islamic Financial Institution as the first Canadian member of the leading international Islamic finance bodies such as IFSB and AAOIFI. UM operates UM Financial Group, UM Investment, UM Advisory (Sukuks) and the iFreedomplus Mastercard. In 2005, UM received a Mudarabah financing facility that reached \$120 million to finance residential Canadian households on a Musharakah bases. UM Financial is also working towards Islamic ETF, Takaful insurance, Canadian bank license and more. Kalair has been accepted in a PhD program in Islamic Economics and Finance. Kalair is recognized among CIC's top twenty Muslim business leaders at the Canadian parliament, was presented by World Finance with

"Islamic Finance Business Leadership Award - North America" and also awarded *Entrepreneur of the Year* by the Canadian Islamic Chamber of Commerce. His Alma Mater, Wilfrid Laurier University celebrating its 100 year anniversary selected Mr. Kalair as one of the "Top 100 Alumni of Achievement" from close to 100,000 graduating Alumni's. UM Financial Group was awarded "*Pioneer in introducing Islamic Financial Services in North America*" by World Finance Magazine in 2012.

RESPONSE TO 42 "RESPONSE TO THE APPLICATION"

Central brought its credit union members to Meridian credit union to move the clients with Central to Meridian in 2010. UM met many people in Meridian at its offices, at Central offices at an Islamic finance conference where Central and UM spoke. However, we were told later that Meridian senior management did not want devout Muslim credit union members. We then believe Central BOD also concluded the same and discriminated against its Muslim Credit Union by issuing its demands and the subsequent demand notices that were unreasonable. This discrimination was quantified by a statement of claim prior to the receivership that was filed by MindenGross LLP a sophisticated full service law firm on Bay Street. Central's position that alleges discrimination against Central that was filed in a statement of claim is an attack on various orders of the court and court endorsed process is very hypocritical. If allegation of discrimination were made in court by myself it is only natural I would utilize all legal options to have any Canadian body to review these allegations such as the HRTO.

RESPONSE TO 43 "RESPONSE TO THE APPLICATION"

I have quoted 71 examples of discriminatory incidents that occurred between Central and UM since 2004. UM at one point had eight regional offices and a staff of over thirty. Over the years we have quantified these incidents but might have more incidents to share in the future from other UM or Central staff members who might come forward.

RESPONSE TO 44 "RESPONSE TO THE APPLICATION"

I had agreed to mediation but the fact that Central did not even consider mediation and is adamant on getting the file dismissed shows that Central does not want an independent court to decide on what occurred.

CONCLUSION

I have been dealing with Central since the summer of 2003. There are two quotes I will share. In the summer of 2011 when we were both in front of a judge in July 2011, who after reviewing all the information and hearing from both sides stated to Central "***this is a case you will win but it is not a case you will want to win***". Bill Calder Head of Risk of Central assured us in meetings that the reputation risks were "***too high for Central to close this facility***".

I am simply looking for Central to treat myself the same way it has in the past. Previously, Central brought other credit unions such as Meridian CU for meetings at Central head office to find a solution for our community need of Islamic financing. Central also spoke at a conference organized by myself and I spoke at a CU conference. This changed afterwards where Central refused when a Chartered Bank requested for a letter of recommendation. When Pace CU wanted to meet with us to discuss finding a solution it was advised by Central not to do so. Since the receivership I have tried to continue work but due to the negativity I experienced with Central it has caused me to be unsuccessful. At this stage, if the past narrative is not changed I cannot move forward and have asked for a letter of recommendation from Central which they have not provided. I have not made any unreasonable demands and simply wish to continue to serve my community. We request HRTO to take this application seriously. A former UM client stated if Blacks were treated differently by a financial institution as a group a public uproar would occur

yet the leadership in Canada has not paid any attention to how Central has treated its devout Muslim Credit Union members and we wish to have HRTO set a example that this does not happen again to any unique group by a financial institution.