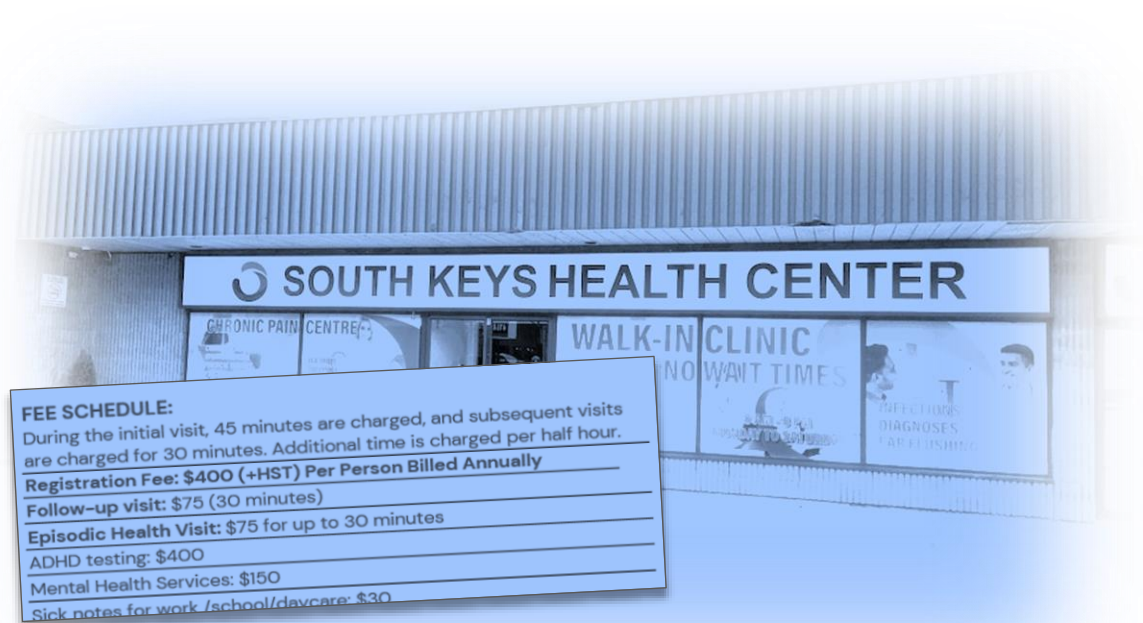


# Behind the cloak of private ownership

## Doug Ford's dangerous 'Wild West' of for-profit health clinics

March 8, 2024



## Introduction

This past September several media outlets reported that a private, for-profit health clinic called South Keys Health Centre (“South Keys”) had begun to offer a primary care “Walk-In Clinic”, and was charging patients a \$400 per year “membership” fee to gain access to it.<sup>1</sup>

Recognizing that charging fees for access to insured physician services is a violation of both the *Canada Health Act* and Ontario’s *Commitment to the Future of Medicare Act*, the Ottawa Health Coalition publicly challenged this practice as illegal and called upon Ontario Minister of Health Sylvia Jones to immediately enforce these laws and stop the South Keys clinic from continuing this practice. Amid a flurry of media attention and criticism, Minister Jones announced that an “investigation”<sup>2</sup> into the clinic was under way. Since that time, no updates on this investigation or other government action have been forthcoming.

The Ottawa Health Coalition is a local chapter of the Ontario Health Coalition, the leading organizational defender of our public health care system in Ontario. In recent months, our organizations have been sounding the alarm about this very problem. We released a groundbreaking report on the privatization of hospital services in November 2023 and we have tracked and challenged the recent emergence of private health clinics advertising “primary health care” services for a cash fee. Our organizations are deeply concerned that a profit-driven two-tier business model is now being pursued by these enterprises in direct violation of the principles of our public health care system. Our view of this concept reflects the view of the vast majority of Canadians that no one in Ontario, or in Canada, should be forced to pay cash – or use their credit card – to obtain the basic primary health care that constitutes the bedrock of our system.

Our public Medicare system was established through legislation in the 1960s and strengthened by the 1984 *Canada Health Act* to ensure that everyone in this country could access family physician services, including prescriptions for vital medication, without being charged. The South Keys user pay system contravenes this foundational principle and has generated understandable public anger in Ottawa where Medical Officer of Health Vera Etches recently estimated that 150,000 residents have no family doctor.<sup>3</sup>

Nonetheless, since Minister Jones’ public promise of an investigation into the South Keys clinic, nothing has happened – not even an update to the people of Ottawa. For these reasons, Ottawa Health Coalition and Ontario Health Coalition decided to conduct our own investigation into the South Keys Health Centre, its ownership, and management. We are so disturbed by the results of this research that we have prepared and now present this detailed report directly to the Minister of Health, to Ontario’s insurance industry regulator, to the media, and to the general public. There are very serious legal and public health issues at stake and we believe that the details of this situation merit wide circulation of this report among policy makers, health care providers, and everyone concerned with the integrity of our public health care system.

- 1 Tyler Fleming, “New walk-in clinic in Ottawa’s south end charging membership fee,” September 28, 2023. <https://ottawa.ctvnews.ca/new-walk-in-clinic-in-ottawa-s-south-end-charging-membership-fee-1.6582414>
- 2 Elizabeth Payne, *Ottawa Citizen*, “Province vows to shut down ‘bad actors’ but Ottawa clinic charging \$400 a year says it is doing so legally,” October 2, 2023. <https://ottawacitizen.com/news/local-news/province-vows-to-shut-down-bad-actors-but-ottawa-clinic-charging-400-a-year-says-it-is-doing-so-legally> and <https://ottawacitizen.com/news/local-news/wild-west-new-fee-based-ottawa-clinic-to-open-as-community-health-leader-calls-for-more-funding>
- 3 Ottawa Public Health provided City Council with this figure as a “rough estimate”, but also suggested it is likely an “underestimation”. See Elizabeth Payne, “Up to 150,000 Ottawa residents don’t have access to primary care: Ottawa Public Health,” *Ottawa Citizen*, January 30, 2023. <https://ottawacitizen.com/news/local-news/up-to-150000-ottawa-residents-dont-have-access-to-primary-care-ottawa-public-health>

We have reached three primary conclusions and report on each in turn.

## 1. South Keys two-tier \$400 membership fee violates Canada Health Act

Our research into the South Keys clinic concludes that the imposition of a \$400 membership fee, or any such fee to access insured primary health care services, is unlawful. Our public health care system **prohibits** such fees and it does so for good reason: charging money for basic primary health care would re-establish the two-tier health care system that Medicare was designed to end in 1966. Those who can afford such charges will pay, and gain access, and those who can't afford it will go without. Premier Ford regularly repeats the claim that people in Ontario will not need their credit card to access basic health care – but the South Keys Health Centre now boasts that they are happy to accept credit cards, cash, and other forms of payment to access their primary care program. Those who cannot afford this charge are being denied access to the program.

Our view that the South Keys program is unlawful merits some explanation. Under the *Canada Health Act* (Canada) and the *Commitment to the Future of Medicare Act* (Ontario), it is both unlawful and illegal to charge patients for access to medically-needed hospital and physician care. Specifically:

- 1) The offer to accept payment for conferring preferential access, the act of paying or providing preferred access for those who pay, or failure to report such activities contravenes the *Commitment to the Future of Medicare Act* and are subject to a fine that the Ministry can levy.
- 2) The provision of intake, medical history and medical records are covered by OHIP and cannot be subject to fees under the *Commitment to the Future of Medicare Act*.
- 3) Clinics that provide preferred access to insured services as a result of paying fees are in violation of the *Canada Health Act* that states that the health care insurance plan of a province “must provide for insured health services on uniform terms and conditions and on a basis that does not impede or preclude, either directly or indirectly whether by charges made to insured persons or otherwise, reasonable access to those services by insured persons...” The province is expected to enforce the *Canada Health Act* (CHA) and can have its transfer payments from the federal government reduced for violations.
- 4) The clinics cannot refuse patients who refuse to pay block fees and cannot provide preferred access for those who do pay the fees.

### The Canada Health Act

The *Canada Health Act* is a federal law in Canada that outlines the principles for universal health care coverage.<sup>4</sup> Its primary function is to ensure that medically necessary health care services are accessible to all Canadian residents regardless of their ability to pay. It bans extra-billing and user charges for patients for medically needed hospital and physician services.

The Act sets out criteria for provincial and territorial health insurance plans. In Ontario, the provincial insurance plan is called the Ontario Health Insurance Plan (OHIP). Provinces and territories must abide by the criteria set out in the Act to get full federal funding. In order to qualify for the federal cash funding for health care, provinces must ensure that:

4 See <https://laws-lois.justice.gc.ca/eng/acts/c-6/page-1.html>

1. Medically necessary hospital and physician services are not subject to extra-billing.<sup>5</sup>
2. Medically necessary hospital and physician services are not subject to user fees.

If violations are found, the province or territory will have their federal funding reduced or withheld and this is reported in the annual *Canada Health Act* reports.

The five principles of the Canada Health Act are:

- **Public administration:** Health care insurance plans provided by the provinces (such as OHIP for Ontario) must be operated on a non-profit basis and be administered and operated by a public authority. The administration of health care services and management of health insurance plans must be carried out by government agencies rather than for-profit organizations.
- **Universality:** All Canadian residents are covered by Public Medicare regardless of their income, employment, or pre-existing health conditions. All residents of Canada have the same entitlement to necessary medical services on uniform terms and conditions. Thus, 100 percent of a province or territory's eligible residents must have public coverage for their needed hospital and physician care on equal terms and conditions.
- **Portability:** Portability is the ability of Canadian residents to keep their health coverage when they move or travel within the country. When an individual moves from one province or territory to another, they maintain their access to medically needed health care services without experiencing a lapse in their ability to do so. It provides a seamless transition when relocating to a new province or territory.
- **Comprehensiveness:** All medically necessary hospital and physician services – and similar services where they are allowed to be provided by other designated health professionals – must be covered by provincial or territorial health insurance plans.
- **Accessibility:** All insured residents must have reasonable access to healthcare services without facing financial or other barriers. Examples of financial barriers that are barred are user fees and/or extra charges.

To meet these criteria, medical practitioners and the organizations that manage their billing cannot extra-bill or charge residents for services covered by the health insurance plans provided by the province (such as OHIP). A resident requiring medically necessary health services, such as primary care – including nursing care, patient records, intake and assessment, and surgery and diagnostic tests, cannot have their access limited by premiums or user fees.

5 Under the definitions in the Canada Health Act, *extra-billing* means the billing for an insured health service rendered to an insured person (I.e. OHIP-covered person in Ontario) by a medical practitioner or a dentist in an amount in addition to any amount paid or to be paid for that service by the health care insurance plan of a province (I.e. OHIP).

## The Commitment to the Future of Medicare Act, Ontario

As we have summarized here, the Canada Health Act ensures that all patients in Canada are protected from extra-billing and user charges. Ontario's *Commitment to the Future of Medicare Act* (CFMA) is the Ontario legislation that requires adherence to the Canada Health Act.<sup>6</sup> In accordance with the Commitment to the Future of Medicare Act, Ontario residents with valid OHIP coverage are eligible to receive public health care services at no cost and all OHIP-covered services are subject to the protections outlined in the CFMA. It is an offence under the Act to accept payment for a covered service and offending corporations are subject to a fine of up to \$50,000 for the first offence and up to \$200,000 for subsequent offences. The law also includes fines and a prison term of up to twelve months for individual offenders.<sup>7</sup> The legislation also provides for the Ministry of Health to reimburse patients for unlawful extra-billing and user fees.

The *Commitment to the Future of Medicare Act* (CFMA) prohibits:

- **Extra billing:** Physicians or any other designated health care professional are prohibited from charging patients above OHIP and are only allowed to bill for the OHIP fee for publicly insured health services.<sup>8</sup>
- **User fees:** Charging patients for all or part of an OHIP-covered service, or their private insurer for services covered under OHIP, is not permitted.
- **Queue jumping:** Under the CFMA, no one can receive payment in exchange for allowing patients to have preferred access to OHIP-covered services. It also does not allow patients to pay extra fees or offer other benefits to secure preferred access to OHIP-covered services.
- **Using a block or annual fee to restrict access to insured services:** The CFMA does allow charging fees for non-medically necessary things such as sick notes or cosmetic surgery, only for those items that are specified in the regulations. It is important to note that CFMA prohibits physicians and other health care providers or hospitals from denying access to OHIP-covered procedures if patients choose not to pay the block fee for the medically unnecessary items.

The CFMA prohibits charging patients for an OHIP service and for any part of an OHIP service. There is no question that primary care is a covered service under the provisions of both Ontario and federal law. Simply expanding the scope of practice for nurse practitioners to work in their own freestanding clinics does not enable them to charge for OHIP-covered services. Such user fees have not been allowed under any previous Ontario government.<sup>9</sup>

This review of the two key statutes establishing the legal rights of Ontarians to primary health care services confirms that the \$400 per charge for patients of the South Keys clinic is unlawful. Minister of Health Jones must move immediately to carry out a serious investigation into these unlawful business practices and enforce our Medicare protection laws. As we will see in the following section, the scope of this investigation must also be expanded to examine the ownership and management of the South Keys clinic and another Ottawa clinic co-owned by the same individual.

6 <https://www.ontario.ca/laws/statute/04c05/v10>

7 [https://mcmillan.ca/wp-content/uploads/2004/01/Ambitious\\_Future\\_Bill8\\_0104.pdf](https://mcmillan.ca/wp-content/uploads/2004/01/Ambitious_Future_Bill8_0104.pdf)

8 "Insured health services" refers to hospital services, physician services and surgical-dental services provided to insured persons.

9 If there is any ambiguity, and we do not accept that there is, the Ford government could easily at any time, without delay, have clarified that nurse practitioners are designated under the Act.

## 2. The owners of both South Keys Health Centre & a second related clinic – Neuromotion Therapy – appear to have been convicted of serious crimes

People who need the health care services provided at health clinics are inherently vulnerable. They need to be able to trust those who organize and manage the provision of health care services as responsible authorities who will ensure that the highest standards of care will be an overarching priority. Our research into the ownership of the South Keys Health Centre has shown an appalling failure to meet such standards. We summarize this research in this section under three separate sub-sections.

### i) Ottawa business activities of Abukar Abukar, Director, South Keys Health Inc.

The South Keys Health Centre appears to have opened its doors at 2401 Bank St. in early 2023.<sup>10</sup> A search of publicly-available corporate filings shows that a private company, South Keys Health Inc, with the same address as the South Keys clinic was incorporated on October 17, 2022.<sup>11</sup> While the initial listed Director was identified as Amr Aboelnaga, a physiotherapist on staff at South Keys, this listing was changed on the same date to “Abukar Abukar” of 148 Somero Private, Ottawa. While actual ownership details are not required to be disclosed, this individual is likely to be the owner or co-owner of South Keys.

Further research on “Abukar Abukar” at the Somero Private address shows several Director listings for Ottawa-based companies including one closed used car dealership (MY AK Auto, incorporated March 2016), one active used car dealership (AutoSmart Ottawa, incorporated July 2010), and an active auto repair garage (Quality Auto Body Shop, incorporated February 2017) located at the same 1800 St Laurent Boulevard address as AutoSmart Ottawa.<sup>12</sup> The name Abukar Abukar, or Abukar Mohamed Abukar, appears as a listed Director for all of these companies, though it was added at different points following initial incorporation between 2016 and 2018.

The name “Abukar Mohamed Abukar” also appears in the public registry of automobile dealers established by the Ontario Motor Vehicle Industry Council (OMVIC) which serves as an industry regulator and issuer of licences to dealers and sales representatives. That listing shows him registered as “active” as a “General Manager” for AutoSmart Ottawa under a registration expiring on March 28, 2025.

It is clear that Abukar Abukar has a primary business associate by the name of Akram Saleh Elmuradi, an individual who appears to also use the name Saleh A. Elmuradi in some corporate filings. One of the three auto industry companies referenced above – MY AK Auto – shows that Abukar Abukar became the one named Director on April 1, 2016, just two weeks after it was incorporated under the Directorship of “Saleh A. Elmuradi” on March 16, 2016. A variation of that name – Akram Saleh Elmuradi – was used in the OMVIC salesperson registry until a voluntary termination on November 16, 2020, after which a Saleh Ali Elmuradi was registered and remains active though it is not clear that his listed dealership – Family Auto Repair – is still operational. (It may have closed alongside MY AK Auto which operated as Belfast Family Auto, but then closed and was dissolved as a corporation in 2019).

<sup>10</sup> Based on conversation with a former employee who agreed to speak off the record, October 20<sup>th</sup>, 2023.

<sup>11</sup> See Appendix I for selected pages of corporate filings for South Keys Health Inc.

<sup>12</sup> See Appendix III providing selected corporate filings for the non-health clinic companies identified here. These filings include the names of the corporate Directors and their addresses.



The name Saleh Elmuradi, or Akram Elmuradi, or slight variations, also appears on the corporate filing record of yet another Ottawa listed company called Bismillah Trading International, incorporated June 1, 2010. Abukar Abukar of 148 Somero Private and Akram Elmuradi of 174G Woodridge Crescent are both listed as two of the three original (2010) Directors of this company in federal corporate filings.<sup>13</sup>

Akram Elmuradi is also the sole named Director of a separate private health clinic, Neuromotion Therapy Inc, that was incorporated on August 26, 2019.<sup>14</sup> It appears that the Neuromotion clinic opened its operations in late 2019 at 2305 St Laurent Boulevard. Notably, the business address given for Neuromotion is 6-1800 St Laurent Boulevard, which is the business address of the two still-active auto industry businesses of Abukar Abukar noted above. It is clear from the records cited in this section that a long-standing business relationship between these two individuals continues today, the relevance of which will become clear in the next sections.

### ii) Apparent previous business activities and fraud conviction of Abukar Abukar

It is notable that while the officially reported Director of the South Keys clinic is Abukar Abukar, several media interviews, including one on-camera, were given by an individual who identified himself as “Osman Nur”, the “Clinical Director”.<sup>15</sup> While Osman Nur did not identify himself to media as the clinic's owner, our research strongly suggests that he is also the clinic's sole named corporate Director, and likely owner.<sup>16</sup> We have also found substantial evidence that this same individual has a troubled business history that involved the ownership of multiple private health clinics and related companies in Toronto between 2005 and 2007. Most seriously, there is evidence that on October 23, 2008, Abukar Abukar, known in Toronto primarily as Osman Nur Abukar, was convicted of 64 counts of insurance fraud in relation to a private health clinic called Ideal Therapy.<sup>17</sup> Evidence supporting the common identity of these two individuals is as follows.

First, we conducted anonymous interviews or email exchanges with six former employees from the South Keys, Neuromotion, and Ideal Therapy clinics. All knew of their manager as either “Ozzy” or “Osman”. One former employee provided us with a copy of a communication from the South Keys manager, Ozzy, which was signed off as “Ozzy Abay”, with the title “Operations Manager”. This former employee also looked at a photo of the “Osman Nur” featured in the CTV news report and confirmed him to be their clinic manager, “Ozzy Abay”.<sup>18</sup> They also confirmed that “Ozzy” at South Keys was also involved in another other Ottawa clinic, Neuromotion.

Most significantly, for the purposes of this report, another former employee identified the individual named as Osman Abukar, as the owner of both the Neuromotion clinic in Ottawa and the former

13 See Appendix IV for selected pages from corporate filings for Bismillah Trading International and other non-health clinic companies. It is worth noting that the names of Abukar Abukar and Akram Elmuradi appear in a legal case pertaining to an individual who was stripped of their motor vehicle dealers sales licence in 2019. In that case, Abukar Abukar is referred to by licensing adjudicator Evelyn Spence as an “employee” of Akram Elmuradi at AK Auto in 2015. Corporate filings indicate that the Director of AK Auto was then Akram Elmuradi before its renaming as MY AK Auto in 2016 at which point Abukar Abukar became sole Director. For these details see *James Michalopoulos v. Registrar, Motor Vehicle Dealers Act, 2002, 2020 ONLAT MVDA 11944*

14 See Appendix II for selected corporate filings of Neuromotion Therapy Inc.

15 See report by CTV's Tyler Fleming, cited above, or a statement from the clinic cited by CBC's Safiyah Marhnouj, “Clinic under scrutiny for charging fee to see nurse practitioners,” CBC News, October 4, 2023. <https://www.cbc.ca/news/canada/ottawa/ottawa-health-clinic-annual-fees-1.6985364>

16 This observation derives from exchanges with several different former employees of either the South Keys or Neuromotion clinic.

17 The Probation Order reporting these convictions is included in the documents in Appendix IV.

18 This identification was made based on a still photo image of Osman Nur taken from the CTV news video report.

owner of the Ideal Therapy clinic in Toronto. This identification is quite important given certain details about the Ideal Therapy clinic available from court records. On August 16, 2007, Ontario's insurance industry regulator of the time, the Financial Services Commission of Ontario (FSCO), issued a Cease and Desist Order against Osman Abukar and Ideal Therapy Inc. This Order cited allegations that Ideal Therapy Inc and its administrator, Osman N. Abukar, had committed multiple instances of "an unfair or deceptive act or practice".<sup>19</sup>

That order was served to Osman Abukar on September 18, 2007. It was imposed following an extensive investigation by the Insurance Bureau of Canada (IBC) into the submission of false claims to six different insurers by Ideal Therapy between July and September 2006. These false claims purported to be for reimbursing the cost of health services or health assessments provided to motor vehicle accident victims. In fact, they were signed using the forged signature of a psychologist that was not even in Canada for some of the dates at issue and had no knowledge of the Ideal Therapy clinic. According to an August 16, 2007 Report of the Superintendent of Financial Services, Osman N. Abukar and Ideal Therapy Inc carried out this "unlawful scheme" without the "involvement...or knowledge of" the psychologist who had purportedly signed off on all of the claims.<sup>20</sup>

The Cease and Desist Order obtained by FSCO in 2007 required that Ideal Therapy and Osman Abukar cease all provision of rehabilitation health services to insured motor vehicle accident victims. FSCO had the statutory authority to obtain such an Order as the provincial regulator of licensed "health service providers" for that particular system. (Notably, FSCO's successor, the Financial Services Regulatory Authority, or FSRA, also holds this licence issuing authority over the South Keys and Neuromotion clinics, both of which hold these same licences)

Ontario Court of Justice records confirm that FSCO followed the October 2007 Cease and Desist Order with a full civil trial of Osman Nur Abukar and Ideal Therapy Inc *in absentia* from October 20 to 23, 2008.<sup>21</sup> Osman Nur Abukar did not attend the trial and Justice of the Peace Robert Lewin deemed the evidence presented by FSCO sufficient to convict him on 64 counts of breach of Ontario's *Insurance Act* on October 23, 2008. One insurance industry trade publication reported on this case and these convictions as follows:

The charges stemmed from a case of identity theft. Osman Nur Abukar, owner of Ideal Therapy in Toronto, had been billing auto insurers for treatment plans and assessments allegedly performed by a psychologist. One little problem, though – the psychologist in question had never heard of Ideal Therapy.<sup>22</sup>

These convictions resulted in significant fines of \$72,000, imposed on both Osman Abukar and Ideal Therapy Inc, for a combined total of \$144,000.<sup>23</sup> The court also imposed a 2-year probation on Osman Abukar that prohibited him from working in the licensed and insured industry of providing health services to motor vehicle accident victims. Subsequent orders processed by the Ontario Court of Justice show that the \$144,000 in fines, costs, and interest charges imposed on Osman Abukar and Ideal Therapy Inc had grown to a combined total of over \$185,000 by February 2010.<sup>24</sup>

19 See Cease and Desist Order issued against Osman Nur Abukar and Ideal Therapy Inc attached in Appendix IV.

20 See Robert Christie, Superintendent of Financial Services, "Appendix A: Report of the Superintendent of Financial Services," August 16, 2007. Obtained under Freedom of Information file AF 23-41. This Report is attached as Appendix VII.

21 See article by Richard Dubin, "Fighting insurance fraud," Canadian Underwriter, November 30, 2008. <https://www.canadianunderwriter.ca/features/cc-fighting-insurance-fraud/> and Donna Ford, "Insurance fraud is no game," Canadian Underwriter, December 1, 2008. <https://www.canadianunderwriter.ca/features/insurance-fraud-is-no-game/>

22 Ibid., article by Richard Dubin.

23 The amounts of these fines are reported in court documents attached in Appendix IV.

24 Ibid., see Appendix IV.



Court records also indicate that Osman Nur Abukar avoided the service of every court document, including the notice of the Probation Order passed against him, did not attend his trial, and did not pay any of these fines. In fact, the City of Toronto obtained two Certificates of Default and Writs of Seizure and Sale seeking recovery but appears to have been unable to obtain any payment to satisfy these obligations.<sup>25</sup>

Finally, having established the foregoing facts of the case from publicly-available corporate filings and legal records, we also submitted a Freedom of Information (FOI) request to the Financial Services Regulatory Authority (FSRA) for records from the agency's files on this court case.<sup>26</sup> A 486-page release under FOI received in February 2024 provides substantial further evidence that Osman Nur Abukar of Ideal Therapy in Toronto is the same individual as Abukar Abukar of the South Keys and Neuromotion clinics in Ottawa.

Most significantly, one of the documents released under the FOI request was a July 2007 "Supplementary Report" written by IBC investigators as support for the Superintendent of Financial Institutions 2007 Cease and Desist Order.<sup>27</sup> In that Supplementary Report, the author refers to several further investigations into the business activities of Osman Abukar even following the closure of the Ideal Therapy clinic in December 2006. The report shows that shortly after Osman Abukar was alerted to the first insurance company investigation into suspicious and potentially fraudulent activity at Ideal Therapy, a second health clinic called Alpha Therapy was incorporated on September 13, 2006 by an individual named as Abukar M. Abukar. South Keys' corporate Director, as noted in Sections (i) above, is also Abukar Abukar, identified by former employees as Ozzy or Osman Abukar and having the same address as Osman Abukar. Under their investigation of Osman Abukar, the IBC investigators were researching the activities of Abukar M. Abukar as the same person.

Investigators stated in writing that the Ideal Therapy clinic had been formally closed down by Osman Abukar in late December 2006 but then re-opened, in the same location, with at least some of the same clients and health service providers, under yet another name in January 2007. While technically this "new" clinic, using the name Horizon Health, was incorporated by a different individual (described as a former Ideal Therapy client), it is reported that the "contact" name for the continuing lease of the retail space remained "Osman Abukar".<sup>28</sup>

Finally, the author of this Supplementary Report also reported on a set of records that appear to even more definitively connect Osman Nur Abukar of Ideal Therapy clinic with Abukar Abukar of South Keys and Neuromotion clinics. It states as follows:

The driver's license history for Osman Abukar can be found on page 88. The Auto Plus report begins on page 91. Osman Abukar's date of birth is March 11, 1976. **His current address is 148 Somero Private, Ottawa, Ontario.**<sup>29</sup>

As noted above, this is the exact same address as the reported address found in corporate filings for "Abukar Abukar", the Director of South Keys Health Inc and in the filings for the three other Abukar Abukar administered companies referenced above (see Appendices I and IV).

25 See court documents in Appendix IV. The Probation Order was not available from the court but obtained under Freedom of Information.

26 The Freedom of Information release by FSRA was noted as AF 23-41.

27 See Supplementary Report attached in Appendix VII. This report is undated, but as it references events in July 2007, but none later, it appears to have been completed that month or shortly thereafter.

28 Ibid., see Supplementary Report, pp. 6-005 to 6-008.

29 Ibid., p. 6-006. Emphasis added.

Taken together, these facts present compelling evidence that the Director of the South Keys clinic, Abukar Abukar, is the same individual as the Osman Nur Abukar who was convicted of insurance fraud in Toronto in 2008.

### iii) 2023 criminal conviction of Abukar Abukar's business associate Akram Elmuradi

As noted in sub-section (i) above, Abukar Abukar's business dealings in Ottawa also include a co-ownership and co-management role at a second private health clinic operating as Neuromotion Therapy Inc. The sole listed Director of that clinic is Akram Elmuradi, the individual with whom Abukar Abukar has had a business relationship since at least June 1, 2010, the date on which both names appear as two of the three initial Directors of Bismillah Trading International.<sup>30</sup>

This close association between these two individuals has taken on even greater importance in recent months. On May 26, 2022, CTV News reported that Akram Elmuradi was charged by police in May 2022 with sexually assaulting a massage client at the Neuromotion Therapy clinic.<sup>31</sup> It was later reported that a 34-year-old woman had brought allegations to Ottawa Police that Elmuradi had assaulted her in the course of a massage therapy session at the clinic.

Following a criminal trial in October 2023, Judge Tim Lipson issued a judgement on December 13, 2023 that Elmuradi was "guilty of sexual assault".<sup>32</sup> With respect to Akram Elmuradi's claim that the episode was consensual, Judge Lipson commented as follows in his judgement:

I do not believe Mr. Elmuradi's account of the incident, nor does his evidence leave me in reasonable doubt. As I indicated earlier, the defendant engaged in a pattern of deceitful conduct designed to set up an opportunity to have a sexual encounter with B.D. at a time when she was in a highly vulnerable position – prone and almost completely naked on a massage table in Mr. Elmuradi's empty clinic.<sup>33</sup>

This extremely disturbing incident underlines the position of power and authority held by the owners of private health clinics. Akram Elmuradi was found by the judge to have falsely and deceitfully represented himself as a trained massage therapist as well as a physiotherapist and psychologist.<sup>34</sup> In fact, he has no health care training or credentials at all. This demonstrates the very real danger of leaving the ownership and management of such health clinics to an unregulated private market.<sup>35</sup>

For the purposes of this research, it is notable that Akram Elmuradi's criminal trial for sexual assault also produced further evidence of his ongoing business relationship with an individual identified in Judge Lipson's December 13, 2023 judgement as "Ozzie", Elmuradi's "business associate" and the "co-owner" of the Neuromotion clinic.<sup>36</sup> These revelations from Judge Lipson reinforce the evidence

30 This name, Bismillah Trading International, is reported as an expired business name for this company, legally registered as 7566387 Canada Inc. It was dissolved as at March 18, 2014. Selected pages from corporate filings attached in Appendix III.

31 See report from CTV News staff, "Ottawa massage therapy clinic owner charged with sexual assault," CTV News (website), May 26, 2022. <https://ottawa.ctvnews.ca/mobile/ottawa-massage-therapy-clinic-owner-charged-with-sexual-assault-1.5919932?cache=yes?clipId=373266>

32 See Gary Dimmock, "Massage clinic owner guilty in sex assault," *Ottawa Citizen*, January 3, 2024. <https://ottawacitizen.com/news/local-news/massage-clinic-owner-guilty-in-sex-assault>

33 See *R. v. Elmuradi*, 2023 ONCJ 558, December 13, 2023. The full text of this judgement is attached in Appendix V.

34 Ibid.

35 The only licence required is the "health services provider" licence issued by FSRA for clinics providing services to motor vehicle accident victims and who choose to submit billings for such services directly to auto insurers.

36 Ibid. Appendix V. The names "Ozzie" or "Ozzy" are used repeatedly in the judgement in reference to Akram Elmuradi's "co-owner" of Neuromotion. While no documentation of this ownership is cited in that judgement, it is clear that Judge

we have collected from several former employees that Osman “Ozzie” Abukar of Neuromotion Therapy is the same individual as the “Abukar Abukar” listed as the single Director (and presumed owner) of the South Keys clinic.<sup>37</sup>

Taken together, the materials cited in the foregoing and reproduced in part in the Appendices to this report – court documents and judgements, corporate filings, FOI released investigation material, and exchanges we have conducted with multiple former employees of Osman Abukar – appear to form compelling evidence that Abukar Abukar, the only named Director of the South Keys clinic, was convicted of 64 counts of insurance fraud in 2008. In this context, we recall that Minister of Health Sylvia Jones, on learning of the contested \$400/year fee that the South Keys clinic was charging for access to primary care at a walk-in clinic, announced to the media that she would begin an investigation and “shut down bad actors taking advantage of patients.”<sup>38</sup>

This report confirms an urgent need for a proper intervention by the Minister of Health to protect the public and to enforce the laws protecting Ontarians from unlawful charges for primary care. At a bare minimum, it establishes the need to investigate not only the unlawful fees being charged to patients at South Keys but also the basic integrity of the ownership and management of these two clinics.

Lipson accepted this co-ownership relationship and this appears to derive from trial testimony accepted as fact and unchallenged by defence counsel.

37 The exchanges with these former employees were carried out by telephone and email between October 2023 and January 2024.

38 On claims made by Minister Jones to be investigating the South Keys clinic, see Elizabeth Payne, “Province vows to ‘shut down bad actors’ but Ottawa clinic charging \$400 a year says it is doing so legally,” *Ottawa Citizen*, October 2, 2023. <https://ottawacitizen.com/news/local-news/province-vows-to-shut-down-bad-actors-but-ottawa-clinic-charging-400-a-year-says-it-is-doing-so-legally> and Allison Jones, “Ontario investigating fee-for-access nurse practitioner walk-in clinic in Ottawa,” *Ottawa Citizen*, October 4, 2023. <https://ottawacitizen.com/news/local-news/ontario-investigating-fee-for-access-nurse-practitioner-walk-in-clinic-in-ottawa>

### 3. Misleading promotion for the South Keys & Neuromotion clinics

Our review of the South Keys and Neuromotion clinics' websites has also raised a number of serious concerns about their marketing and their selection of health care service providers. In particular, we have scrutinized the "Our Team" roster of health care professionals and staff that has been used to attract patients and clients. We have identified a troubling pattern of inappropriate and unfair practices that raise very serious questions about the integrity, and possibly the legality, of the marketing of these clinics. As the evidence from the previous section of this report suggests that these two clinics appear to have a common owner in Abukar Abukar (or Osman Abukar), we summarize these problems in the following as a pattern of operational concerns at both.

Consumers of various services and goods are protected by laws against unfair and deceptive practices. The Ontario *Consumer Protection Act* prohibits businesses from using "false, misleading or deceptive representations" to consumers.<sup>39</sup> Canada's federal Competition Act also prohibits "false or misleading" claims in business "representations" to consumers.<sup>40</sup> Several media reports from early October 2023 have already revealed the South Keys clinic's fraudulent posting of names and biographies of two health care professionals on their roster without the consent or knowledge of the individuals themselves.<sup>41</sup>

While the clinic removed those two biographies (following the complaints and media reporting), we have found a number of other, similar problems with the use of roster biographies at both of these clinics. In some cases, individuals are listed as though they are working and available from the Ottawa clinic despite actually working in practices physically located in Cornwall, Toronto, Washington DC, or elsewhere. In other cases, individual bios have been retained on the advertised list long after – even years after – the individual had left the clinic.<sup>42</sup>

In still another case an individual was listed on the team at South Keys despite never having worked there.<sup>43</sup> In another, an individual worked at Neuromotion for a very brief period and then left – but their roster entry was left online for years giving the false impression that they remained available to work out of the Ottawa clinic.<sup>44</sup>

We are very concerned that these website roster biographies are misleading vulnerable patients into the belief that the teams of health care service providers available at these clinics are larger and hold a higher level of medical credentials or training than is in fact the case. Despite the highly visible media reporting of the South Keys clinic's clearly illegal use of unauthorized doctor biographies, it appears that the clinic has faced no investigation, or sanction, or other consequence.

39 See Gowling WLG, "Moving Forward: Ontario's New Consumer Protection Act, 2023, Receives Royal Assent," December 18, 2023.

40 As summarized on the website of the Competition Bureau of Canada. See: <https://ised-isde.canada.ca/site/competition-bureau-canada/en/deceptive-marketing-practices/types-deceptive-marketing-practices/false-or-misleading-representations-and-deceptive-marketing-practices>

41 See Leah Larocque, "Ottawa doctors shocked to find their bios on the South Keys Health Centre website despite never working there," October 3, 2024. <https://ottawa.ctvnews.ca/mobile/ottawa-doctors-shocked-to-find-their-bios-on-the-south-keys-health-centre-website-despite-never-working-there-1.6587474?cache=sazhusyrecmk?clipId=375756> See also Giacomo Panico, "Doctors discover their bios being used by clinic despite never working there," CBC News, October 5, 2023. <https://www.cbc.ca/lite/story/1.6986447?feature=related-link>

42 To point out just two examples here, the Neuromotion clinic lists psychotherapist Rasha Wahid on their website. When we contacted her, she indicated that while she once worked there, she now works in Toronto and was not aware that her biography was still listed. The South Keys clinic shows a social worker named Abdullahi Adan on their "team", but Mr Adan now appears to be working in Washington D.C. These and other health provider biographies give the impression that these individuals are available in person, at the clinics themselves.

43 Based on telephone conversation with this individual, October 2023.

44 Based on telephone conversation and emails with this individual, October 2023.

This is a matter of serious public concern in a context where health care service provision is being aggressively commercialized by profit-driven owners competing for market share.

This problem raises serious questions about the virtual absence of regulation, licensing, and oversight of such clinics by the provincial Ministry of Health. The October 2023 headline in the *Ottawa Citizen* referring to a “wild west” of private health clinics is confirmed by the details reported here.<sup>45</sup> This is a dangerously unregulated component of our health care system and this integrity problem is certain to grow rapidly if such for-profit clinics are permitted to provide primary, family doctor services for a cash charge. The Ford government’s accelerating support for the privatization of hospitals and a growing range of insured health services means that these problems can only be expected to worsen without a decisive shift in provincial policy.<sup>46</sup>

In this context, it is noteworthy that both of these clinics hold a licence issued by the Financial Services Regulatory Authority (FSRA). This licence is issued to formally designated Health Service Providers (HSPs) as defined by the *Insurance Act* of Ontario. The HSP licence confers the authority to submit insurance claims for health services required under private motor vehicle accident insurance policies directly to private insurers.<sup>47</sup> The ‘Principal Representative’ for the HSP licence at Neuromotion Therapy is Akram Elmuradi (now convicted of sexual assault, awaiting sentencing). Notably, the Principal Representative for the HSP licence at South Keys is not named as “Abukar Abukar” but Amr Aboelnaga, one of the physiotherapists on the roster at South Keys.

The scope of the HSP licence is limited to the provider’s duties specifically relating to those services covered under motor vehicle accident insurance claims. It is clear that a wide range of services available and the various kinds of insurance coverage or direct pay options available mean that a substantial portion of the activity of these clinics – including the work of nurse practitioners for which the South Keys clinic is now charging patients directly – falls entirely outside the scope of FSRA’s HSP licence system and oversight. There are no current safeguards for patients and the general public when it comes to these kinds of private, for-profit health clinics.

In the course of this research, one final concern worthy of public attention came to light. Close scrutiny of the roster of health care providers listed on the South Keys and Neuromotion websites also shows that these clinics have hired at least one employee with a troubling professional history. Dr Kerry Lawson has been listed in the past year on the rosters of both clinics – though it appears to have recently been removed from the list at Neuromotion. In November 2017, Dr Lawson was accused by an insurance industry arbitrator of “not conducting himself properly as an expert assessor,” and “actively promoting the Insurer’s case” against a motorcycle accident victim in need of benefits.<sup>48</sup>

In that case, Dr Lawson was also found by an independent arbitrator to have used his untrained daughter as his psychometrist, and to have “not conducted himself properly”.<sup>49</sup> That arbitrator ruled

45 Elizabeth Payne, “Wild West’: New fee-based Ottawa clinic to open as community health leader calls for more funding,” *Ottawa Citizen*, October 13, 2023.

46 For more details on the Ford government’s continuing agenda of privatization of hospital services, see the recent report from Ontario Health Coalition, “Robbing the public to build the private: The Ford government’s hospital privatization scheme,” February 21, 2024. <https://www.ontariohealthcoalition.ca/index.php/release-report-robbing-the-public-to-build-the-private-the-ford-governments-hospital-privatization-scheme/>

47 For details on this FSRA function, see their HSP licencing toolkit page: <https://www.fsrao.ca/industry/health-service-providers/health-service-provider-hsp-licensing-toolkit-understanding-your-fsra-licensing-obligations>

48 See a far more detailed summary of our findings on Dr Kerry Lawson attached in Appendix VI.

49 Comments from Arbitrator David Snider reported in Gary Sopher v. Primmum Insurance Co., 2017 ONFSCDRS 295 (CanLII), <https://canlii.ca/t/jq9nm>. General details reported in Tom Blackwell, “Insurers father daughter psychology team blasted for dodgy testing of severely hurt motorcyclist,” *National Post*, November 16, 2017.

in favour of the accident victim's appeal and determined that he had been, as he claimed, "catastrophically impaired" by his accident. He thereby overturned the rejection of the claim by the insurance company that based its initial decision to deny income benefits, in part, on the assessments of Dr Kerry Lawson.

A subsequent complaint filed against Dr Lawson by the advocacy group Association of Victims for Accident Insurance Reform (FAIR) led to a formal (2018) "caution" by a disciplinary committee of the College of Psychologists of Ontario.<sup>50</sup> The consequences of that disciplinary judgement were quite limited. Lawson was issued a formal "caution" and required to complete a course in "record keeping". A second, subsequent (2019) decision of the same College disciplinary committee required Dr Lawson to complete a course led by an "ethics, conduct, and communication" coach.<sup>51</sup>

It is notable that both the Neuromotion and South Keys clinics hired Dr Lawson shortly after these disciplinary findings. We are concerned that such clinics are so unregulated and lacking in transparency that patients in need of the highest standards of care are left vulnerable to misleading representation. We consider this to be still further evidence in support of urgent protective intervention on the part of the Government of Ontario.

<https://nationalpost.com/news/canada/insurers-father-daughter-psychology-team-blasted-for-dodgy-testing-of-severely-hurt-motorcyclist>

50 See web post from the Association of Victims for Accident Insurance Reform (FAIR), April 2018.

<http://www.fairassociation.ca/2018/04/college-of-psychologists-of-ontario-cpo-takes-action-to-protect-vulnerable-mva-victims/>

51 A brief account of the two decisions of the "Inquiries, Complaints and Reports Committee" of the College of Psychotherapists of Ontario (CPO) is recorded on the College website:

[https://members.cpo.on.ca/public\\_register/show/46](https://members.cpo.on.ca/public_register/show/46)



## Conclusions

The details contained in this report reveal the consequences of provincial policies that for too long have allowed more and more vital health care services to be managed by profit-driven business people and investors who lack a social commitment to the provision of healthcare. The review of the new primary care nurse practitioner program at the South Keys clinic provides strong evidence that the \$400 per year charge levied on patients seeking access is a violation of both federal and provincial law designed to prohibit such charges. The Health Coalition strongly reaffirms our society's rejection of practices that involve commodifying health care. We call upon the Ford government to take immediate action to enforce our public health care laws and stop the South Keys clinic from charging patients for primary care services.

The extremely disturbing details about the apparent legal histories of the individual owners and Directors of the South Keys and Neuromotion clinics also illustrate the serious dangers to the public presented within this most commercialized part of our health care system. Along with actually "shutting down bad actors", as Minister of Health Sylvia Jones promised in October, this broader problem must be addressed through ending the for-profit privatization of primary care that has accelerated significantly under the Ford government and establishing public and not-for-profit community health teams that are also subject to strong public oversight. The minimal supervision of the Health Service Provider licensing system through FSRA is, while important, clearly inadequate.

Ultimately, we believe this case demonstrates, once again, that the profit motive in the financing, provision, and management of health care must be reduced as much as possible and eventually eliminated. In the meantime, so long as privately owned and managed clinics continue to operate, they must be very tightly regulated and subject to public oversight and meaningful accountability to the public. It should not be permitted to advertise a roster of health care professionals that includes individuals who are not, in fact, available on site. It should not be the case that used car dealerships are more strictly regulated than health clinics like South Keys and Neuromotion that make money by providing health care services to the public. A detailed ownership profile for such clinics should be publicly disclosed with at least the level of substantive transparency as is required of public corporations. Quite obviously, individuals convicted of serious crimes such as sexual assault or unlawful activity such as fraud should not be permitted to manage health clinics. Rather, the management of any health care providing organization must be held to the highest standards of performance, financial reporting, and patient-first accountability. Finally, any monetary charges on health care patients should be subject to the highest level of scrutiny to ensure compliance with our laws to protect patients, equity, and access to health care.

## APPENDIX I

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Selected pages from corporate filings for South Keys Health Inc.



## Certificate of Incorporation

*Canada Business Corporations Act*

## Certificat de constitution

*Loi canadienne sur les sociétés par actions*

South Keys Health Inc.

Corporate name / Dénomination sociale

1445721-8

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Hantz Prosper

Director / Directeur

2022-10-17

Date of Incorporation (YYYY-MM-DD)  
Date de constitution (AAAA-MM-JJ)



**Form 1**  
**Articles of Incorporation**  
*Canada Business Corporations  
Act (s. 6)*

**Formulaire 1**  
**Statuts constitutifs**  
*Loi canadienne sur les sociétés  
par actions (art. 6)*

- 1 Corporate name  
Dénomination sociale  
**South Keys Health Inc.**
- 2 The province or territory in Canada where the registered office is situated  
La province ou le territoire au Canada où est situé le siège social  
**ON**
- 3 The classes and any maximum number of shares that the corporation is authorized to issue  
Catégories et le nombre maximal d'actions que la société est autorisée à émettre  
**See attached schedule / Voir l'annexe ci-jointe**
- 4 Restrictions on share transfers  
Restrictions sur le transfert des actions  
**See attached schedule / Voir l'annexe ci-jointe**
- 5 Minimum and maximum number of directors  
Nombre minimal et maximal d'administrateurs  
**Min. 1    Max. 10**
- 6 Restrictions on the business the corporation may carry on  
Limites imposées à l'activité commerciale de la société  
**None**
- 7 Other Provisions  
Autres dispositions  
**See attached schedule / Voir l'annexe ci-jointe**
- 8 **Incorporator's Declaration:** I hereby certify that I am authorized to sign and submit this form.  
**Déclaration des fondateurs :** J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Original Signed by - Original signé par

**Amr Aboelnaga**

**Amr Aboelnaga**

**Amr Aboelnaga**

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



**Form 6**  
**Changes Regarding Directors**  
*Canada Business Corporations Act*  
*(CBCA) (s. 106 and 113)*

**Formulaire 6**  
**Changements concernant les administrateurs**  
*Loi canadienne sur les sociétés par actions (LCSA) (art. 106 et 113)*

Received Date (YYYY-MM-DD): 2022-10-18  
Date de réception (AAAA-MM-JJ):

1 Corporate name  
Dénomination sociale

**South Keys Health Inc.**

2 Corporation number  
Numéro de la société

**1445721-8**

3 Members of the Board of Directors (**new directors in bold**)  
Membres du conseil d'administration (**les nouveaux administrateurs sont indiqués en caractère gras**)

Name Nom	Start Date YYYY-MM-DD Date d'entrée en fonction AAAA-MM-DD	Address Adresse	Resident Canadian Résident Canadien
<b>Abukar Abukar</b>	<b>2022-10-17</b>	<b>148 Somero Private, Ottawa ON K1T 2E8, Canada</b>	<b>Yes</b>

4 The following individuals are no longer directors  
Les individus suivants ont cessé d'être administrateur de la société

Name Nom	End Date YYYY-MM-DD Date de fin de mandat AAAAA-MM-DD
Amr Aboelnaga	2022-10-17

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.  
Déclaration: J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par  
**Amr Aboelnaga**

**Amr Aboelnaga**  
**613-556-0625**

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

## APPENDIX II

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Selected pages from corporate filings for Neuromotion Therapy Inc.





## Certificate of Incorporation

*Canada Business Corporations Act*

## Certificat de constitution

*Loi canadienne sur les sociétés par actions*

11590529 CANADA INC.

Corporate name / Dénomination sociale

1159052-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Raymond Edwards

Director / Directeur

2019-08-26

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



**Form 1**  
**Articles of Incorporation**  
*Canada Business Corporations  
Act (s. 6)*

**Formulaire 1**  
**Statuts constitutifs**  
*Loi canadienne sur les sociétés  
par actions (art. 6)*

- 1 Corporate name  
Dénomination sociale  
**11590529 CANADA INC.**
- 2 The province or territory in Canada where the registered office is situated  
La province ou le territoire au Canada où est situé le siège social  
**ON**
- 3 The classes and any maximum number of shares that the corporation is authorized to issue  
Catégories et le nombre maximal d'actions que la société est autorisée à émettre  
**The corporation is authorized to issue an unlimited number of common shares.**
- 4 Restrictions on share transfers  
Restrictions sur le transfert des actions  
**None**
- 5 Minimum and maximum number of directors  
Nombre minimal et maximal d'administrateurs  
**Min. 1 Max. 10**
- 6 Restrictions on the business the corporation may carry on  
Limites imposées à l'activité commerciale de la société  
**None**
- 7 Other Provisions  
Autres dispositions  
**None**
- 8 **Incorporator's Declaration:** I hereby certify that I am authorized to sign and submit this form.  
**Déclaration des fondateurs :** J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Original Signed by - Original signé par

**AKRAM ELMURADI**

**AKRAM ELMURADI**

**AKRAM ELMURADI**

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



**Form 2**  
**Initial Registered Office Address  
and First Board of Directors**  
*Canada Business Corporations Act  
(CBCA) (s. 19 and 106)*

**Formulaire 2**  
**Siège social initial et premier  
conseil d'administration**  
*Loi canadienne sur les sociétés par  
actions (LCSA) (art. 19 et 106)*

1 Corporate name  
Dénomination sociale

11590529 CANADA INC.

2 Address of registered office  
Adresse du siège social

06-1800 ST LAURENT BLVD  
OTTAWA ON K1G 1A2

3 Additional address  
Autre adresse

4 Members of the board of directors  
Membres du conseil d'administration

AKRAM ELMURADI

01-1502 CYRVILLE RD, GLOUCESTER ON  
K1B 3L8, Canada

Resident Canadian  
Résident Canadien  
Yes / Oui

5 Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.  
Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par  
AKRAM ELMURADI

AKRAM ELMURADI  
613-315-5558

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

## APPENDIX III

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Selected pages from corporate filings for other South Keys-linked companies:

1. BISMILLAH TRADING INTERNATIONAL (7566387 ONTARIO INC) - Directors listed include Abukar Abukar and Akram Elmuradi - company dissolved March 18, 2014
2. MY AK AUTO (9671404 CANADA INC) - Directors listed include Abukar Abukar and Saleh A Elmuradi (aka Akram Almuradi) - company dissolved January 18, 2019
3. QUALITY AUTO BODY SHOP (2560267 ONTARIO INC) - Director listed as Abukar M. Abukar - company still active



## Certificate of Incorporation

*Canada Business Corporations Act*

## Certificat de constitution

*Loi canadienne sur les sociétés par actions*

7566387 CANADA INC.

Corporate name / Dénomination sociale

756638-7

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Aïssa Aomari

Deputy Director / Directeur adjoint

2010-06-01

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



1	Corporate name Dénomination sociale <b>7566387 CANADA INC.</b>
2	The province or territory in Canada where the registered office is situated La province ou le territoire au Canada où est situé le siège social <b>ON</b>
3	The classes and any maximum number of shares that the corporation is authorized to issue Catégories et le nombre maximal d'actions que la société est autorisée à émettre <b>The corporation is authorized to issue an unlimited number of common shares.</b>
4	Restrictions on share transfers Restrictions sur le transfert des actions <b>None</b>
5	Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs <b>Min. 1     Max. 5</b>
6	Restrictions on the business the corporation may carry on Limites imposées à l'activité commerciale de la société <b>None</b>
7	Other Provisions Autres dispositions <b>None</b>
8	<b>Incorporator's Declaration:</b> I hereby certify that I am authorized to sign and submit this form. <b>Déclaration des fondateurs :</b> J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

<b>AKRAM ELMURADI</b>	<b>174G WOODRIDGE CRESCENT, OTTAWA ON K2B 7S9, Canada</b>	Original signed by / Original signé par <b>AKRAM ELMURADI</b>
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\_\_\_\_\_  
**AKRAM ELMURADI**

<b>MOSTAFA GHAFARI</b>	<b>49 AINTREE PLACE, KANATA ON K2M 2G6, Canada</b>	Original signed by / Original signé par <b>MOSTAFA GHAFARI</b>
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\_\_\_\_\_  
**MOSTAFA GHAFARI**

<b>ABUKAR ABUKAR</b>	<b>148 SOMERO PRV, OTTAWA ON K1T 2E8, Canada</b>	Original signed by / Original signé par <b>ABUKAR ABUKAR</b>
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**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

**Nota :** Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).





**Form 6**  
**Changes Regarding Directors**  
*Canada Business Corporations Act*  
*(CBCA) (s. 106 and 113)*

**Formulaire 6**  
**Changements concernant les administrateurs**  
*Loi canadienne sur les sociétés par actions (LCSA) (art. 106 et 113)*

Received Date (YYYY-MM-DD): 2013-07-24  
Date de réception (AAAA-MM-JJ):

1 Corporate name  
Dénomination sociale  
**7566387 CANADA INC.**

2 Corporation number  
Numéro de la société  
**756638-7**

3 Members of the Board of Directors (**new directors in bold**)  
Membres du conseil d'administration (**les nouveaux administrateurs sont indiqués en caractère gras**)

Name Nom	Start Date YYYY-MM-DD Date d'entrée en fonction AAAA-MM-DD	Address Adresse	Resident Canadian Résident Canadien
MOSTAFA GHAFARI	2010-06-01	49 AINTREE, KANATA ON K2M 2G6, Canada	Yes
<b>Osama M Sallabi</b>	<b>2013-07-01</b>	<b>3210 Swansea Cres, Ottawa ON K1G 3W4, Canada</b>	<b>Yes</b>
ABUKAR ABUKAR	2010-06-01	148 SOMERO PRV, OTTAWA ON K1T 2E8, Canada	Yes

4 The following individuals are no longer directors  
Les individus suivants ont cessé d'être administrateur de la société

Name Nom	End Date YYYY-MM-DD Date de fin de mandat AAAA-MM-DD

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.  
Déclaration: J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par  
**Mostafa Ghafari**

**Mostafa Ghafari**  
**613-866-1982**

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



## Certificate of Incorporation

*Canada Business Corporations Act*

## Certificat de constitution

*Loi canadienne sur les sociétés par actions*

MY AK AUTO INC.

Corporate name / Dénomination sociale

967140-4

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Director / Directeur

2016-03-16

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



- 1 Corporate name: MY AK AUTO INC.
2 The province or territory in Canada where the registered office is situated: ON
3 The classes and any maximum number of shares that the corporation is authorized to issue: The corporation is authorized to issue an unlimited number of common shares.
4 Restrictions on share transfers: None
5 Minimum and maximum number of directors: Min. 1 Max. 10
6 Restrictions on the business the corporation may carry on: None
7 Other Provisions: None
8 Incorporator's Declaration: I hereby certify that I am authorized to sign and submit this form.

Name(s) - Nom(s)

Original Signed by - Original signé par

SALEH ELMURADI

SALEH ELMURADI
SALEH ELMURADI

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



**Form 6**  
**Changes Regarding Directors**  
*Canada Business Corporations Act*  
*(CBCA) (s. 106 and 113)*

**Formulaire 6**  
**Changements concernant les administrateurs**  
*Loi canadienne sur les sociétés par actions (LCSA) (art. 106 et 113)*

Received Date (YYYY-MM-DD): 2016-04-20  
Date de réception (AAAA-MM-JJ):

1 Corporate name  
Dénomination sociale  
**MY AK AUTO INC.**

2 Corporation number  
Numéro de la société  
**967140-4**

3 Members of the Board of Directors (**new directors in bold**)  
Membres du conseil d'administration (**les nouveaux administrateurs sont indiqués en caractère gras**)

Name Nom	Start Date YYYY-MM-DD Date d'entrée en fonction AAAA-MM-DD	Address Adresse	Resident Canadian Résident Canadien
<b>ABUKAR ABUKAR</b>	<b>2016-04-01</b>	<b>148 SOMERO PRIV, OTTAWA ON K1T 2E8, Canada</b>	<b>Yes</b>

4 The following individuals are no longer directors  
Les individus suivants ont cessé d'être administrateur de la société

Name Nom	End Date YYYY-MM-DD Date de fin de mandat AAAAA-MM-DD
SALEH,A ELMURADI	2016-04-01

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.  
Déclaration: J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par  
**ABUKA ABUKAR**

**ABUKA ABUKAR**  
**613-869-1499**

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

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## Profile Report

2560267 ONTARIO INC. as of November 27, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2560267 ONTARIO INC.
Ontario Corporation Number (OCN)	2560267
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 08, 2017
Registered or Head Office Address	1800 St Laurent, 6, Ottawa, Ontario, Canada, K1G 1A2

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 10

<b>Name</b>	ABUKAR M. ABUKAR
<b>Address for Service</b>	148 Somero Private, Ottawa, Ontario, Canada, K1T 2E8
<b>Resident Canadian</b>	Yes
<b>Date Began</b>	June 07, 2017

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**Active Officer(s)**

<b>Name</b>	ABUKAR M. ABUKAR
<b>Position</b>	Secretary
<b>Address for Service</b>	148 Somero Private, Ottawa, Ontario, Canada, K1T 2E8
<b>Date Began</b>	June 07, 2017

<b>Name</b>	ABUKAR M. ABUKAR
<b>Position</b>	Treasurer
<b>Address for Service</b>	148 Somero Private, Ottawa, Ontario, Canada, K1T 2E8
<b>Date Began</b>	June 07, 2017

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**Expired or Cancelled Business Names**

<b>Name</b>	QUALITY AUTO BODY SHOP & SERVICES
<b>Business Identification Number (BIN)</b>	270285299
<b>Status</b>	Inactive - Expired
<b>Registration Date</b>	March 13, 2017
<b>Expired Date</b>	March 12, 2022

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## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: ABUKAR M ABUKAR - DIRECTOR	October 25, 2018
CIA - Notice of Change PAF: AHMED ALOUSI - DIRECTOR	July 18, 2017
CIA - Initial Return PAF: AHMED ALOUSI - DIRECTOR	March 28, 2017
BCA - Articles of Incorporation	February 08, 2017

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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## APPENDIX IV

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Ontario court case files for litigation against Osman Nur Abukar and Ideal Therapy Inc.

- FSCO Cease and Desist (October 11, 2007)
- Probation Order (October 23, 2008) [Obtained through FOI request]
- Certificate of Default (certified May 11, 2009)
- Requisition for Writ of Seizure and Sale (filed August 11, 2009)
- Certificate of Default of Ideal Therapy Inc (certified December 21, 2009)
- Requisition for Writ of Seizure and Sale (filed February 23, 2010)
- Selected pages from corporate filings (profile dated November 27, 2023)

Content on this page has been transferred from the Financial Services Commission of Ontario (FSCO) site as a PDF for reference. Links that appear as related content have also been transferred and can be found at the end of this document.

Notice of Permanent Cease and Desist Order Against Ideal Therapy Inc. and Osman Abukar

**REGARDING the *Insurance Act, R.S.O. 1990, Chapter I.8, as amended, in particular sections 438, 441(2) and 447(2)(a.3), and Ontario Regulation 7/00, in particular section 111***

**AND REGARDING a Proposed Cease and Desist Order against Ideal Therapy Inc. and Osman Abukar**

### **CEASE AND DESIST ORDER**

Section 441(2) of the *Insurance Act* (the "Act"), provides that where the Superintendent of Financial Services (the "Superintendent") is of the opinion that a person has committed or is committing any act, or has pursued or is pursuing any course of conduct, that is an unfair or deceptive act or practice, or might reasonably be expected to result in a state of affairs that would constitute an unfair or deceptive act or practice, the Superintendent may give notice in writing of his intention to order any person to cease or refrain from doing any act or pursuing any course of conduct identified by the Superintendent or to perform such acts that, in the opinion of the Superintendent, are necessary to remedy the situation. Within 15 days of receiving the notice, a person may request in writing that the Financial Services Tribunal hold a hearing before the Superintendent takes any action described in the notice.

On August 16, 2007, the Superintendent issued a notice under section 441(2) of the *Act*. Osman Abukar and Ideal Therapy Inc. were served with the notice on September 18, 2007.

Osman Abukar did not file a request for a hearing before the Financial Services Tribunal within 15 days of receiving the notice.

**TAKE NOTICE THAT** pursuant to sections 441(2) and 441(7) of the *Act* the Superintendent orders that Ideal Therapy Inc. and Osman Abukar:

- A. cease conducting the business of a rehabilitation clinic that provides services to Ontario residents who suffered injuries in motor vehicle collisions;
- B. cease providing to anyone any service related in any way to a claim for statutory accident benefits, whether or not a fee is charged for such services;
- C. cease advertising or holding out to the public that services of any kind relating to claims for statutory accident benefits are offered or provided, whether or not a fee is charged for such services; and,
- D. immediately notify in writing **all** clients of Ideal Therapy Inc. and Osman Abukar who have claims for statutory accident benefits that Ideal Therapy Inc. and Osman Abukar, and any of their agents or representatives, can no longer act for them, and provide them with a copy of the cease and desist order; and provide copies of every notification sent to each client to the Superintendent forthwith.

**AND FURTHER TAKE NOTICE THAT** section 447(2)(b) of the *Act* provides that any person who fails to comply with any order made under the *Act* is guilty of an offence, and section 447(3) of the *Act* provides that a person convicted of an offence under the *Act* is liable on a first conviction to a fine of not more than \$100,000 and on each subsequent conviction to a fine of not more than \$200,000.

**ISSUED AT** the City of Toronto, October 11, 2007

Robert Christie  
Superintendent of Financial Services

**TO:**

Ideal Therapy Inc. and Osman Abukar  
1635 Lawrence Avenue West, 2nd Floor  
Toronto ON M6L 3C9

ONTARIO COURT OF JUSTICE PROVINCE OF ONTARIO COUR DE JUSTICE DE L'ONTARIO PROVINCE DE L'ONTARIO Toronto Region

PROBATION ORDER ORDONNANCE DE PROBATION Under Section 72 of the Provincial Offences Act aux termes de l'article 72 de la Loi sur les infractions provinciales

Form 132 Formulaire 132 Courts of Justice Act Loi sur les tribunaux judiciaires

CASE FILE NO: 999 07 05100644-00

Whereas /Attendu que Osman Nur Abukar,

s.21 Personal privacy [Redacted]

Date of Birth: s.21 [Redacted]

Thereinafter called the defendant/ci-après appelé le défendeur was convicted of the offence of/a été reconnu coupable d'avoir commis l'infraction suivante

Make False or Misleading Statement or Representation contrary to /par dérogation section /article Insurance Act, R.S.O. 1990 (64 counts) by the Ontario Court of Justice of the /devant la Cour de Justice l'Ontario

City of /de Toronto in a proceeding commenced by information /à la suite d'une poursuite intentée par voie de dénonciation. And whereas on the /Et attendu que le various dates the court /le tribunal

(check applicable box / cocher ce qui s'applique ici)

suspended the passing of sentence on the defendant and directed the defendant to comply with the conditions set out below. a suspendu le prononcé de la peine imposée au défendeur et ordonné que celui-ci se conforme aux conditions énumérées ci-dessous

X in addition to / en plus de xxx fining the defendant /lui imposer une amende, various fines sentencing the defendant to imprisonment le condamner à une peine d'emprisonnement,

X directed that the defendant comply with the conditions set out below. a ordonné que celui-ci se conforme aux conditions énumérées ci-dessous.

imposed upon the defendant a sentence of imprisonment that did not exceed ninety days, ordered that the sentence be served concurrently and directed that the defendant comply with the conditions set out below at all times when he/she is not in confinement under that sentence. a imposé au défendeur une peine d'emprisonnement d'une durée qui n'excède pas quatre-vingt-dix jours, a ordonné que la peine soit purgée de façon intermittente et a ordonné que le défendeur se conforme aux conditions ci-dessous pendant tout le temps qu'il n'est pas déliné aux termes de la condamnation prononcée contre lui.

Therefore, it is ordered that for the period of Two (2) years /À ces causes, ordre est donné que pour la période de ((Non-Reporting) commencing qui commence

(check applicable box /cocher ce qui s'applique ici) XXX from the date of this order /à compter de la date de cette ordonnance, from the date of the defendant's release from custody à compter de la date à laquelle le défendeur a été remis en liberté,

The defendant shall comply with the following conditions /le défendeur se conforme aux conditions suivantes:

- 1.The defendant shall not commit the same offence or any related or similar offence, or any offence under a statute of Canada or any other Province of Canada that is punishable by imprisonment. Le défendeur ne doit pas commettre la même infraction, toute infraction connexe ou semblable ou toute infraction qui, aux termes du Canada, de l'Ontario ou de toute autre province du Canada, est punissable d'une peine d'emprisonnement. 2.The defendant shall appear before the court as and when required. Le défendeur doit comparaître devant le tribunal de la façon et au moment ou il est enjoint de le faire. 3.The defendant shall notify the court of any change in his address. Also notify the Ministry of any change of address. Le défendeur doit aviser le tribunal de tout changement d'adresse. 4.The defendant shall not attend premises at 4205 Lawrence Avenue East, Toronto, Ont. and 4175 Lawrence Ave East, Toronto, Ont.

- 5. The defendant shall cease conducting the business of a rehabilitation clinic that provides services to Ontario residents who suffered injuries in motor vehicle accidents. 6. The defendant shall cease providing to anyone any service related in any way to a claim for statutory accident benefits, whether or not a fee is charged for such services.

Ordered at /Ordonnance rendue à the City of Toronto

is /ce October 23, 2008

[Handwritten signature]

R. Lewin, Justice of the Peace in and for the Province of Ontario

CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL. ONTARIO COURT OF JUSTICE PROVINCIAL OFFENCES OFFICE CITY OF TORONTO COURT SERVICES

certify that the defendant was given a copy of this probation order  
 certifie qu'une copie de cette ordonnance de probation a été remise au défendeur  
 et le /le

by personal service /par voie de signification personnelle  
 by sending it to him/her by mail to /par courrier à

his/her last known address appearing on the records of the court  
 la dernière adresse du défendeur qui est donnée dans les archives du tribunal

X

Clerk / Greffier

DTE: Sections 73 and 75 of The Provincial Offences Act, R.S.O. 1980 are as follows:

73. - (1) A probation order comes into force,  
 (a) on the date on which the order is made; or  
 (b) where the defendant is sentenced to imprisonment other than a sentence to be served intermittently, upon the expiration of that sentence.
- (2) Subject to section 75, where a defendant who is bound by a probation order is convicted of an offence or is imprisoned in default of payment of a fine, the order continues in force except in so far as the sentence or imprisonment renders it impossible for the defendant to comply for the time being with the order.
75. Where a defendant who is bound by a probation order is convicted of an offence constituting a breach of condition of the order and,  
 (a) the time within which he may appeal or apply for leave to appeal against that conviction has expired and he has not taken an appeal or applied for leave to appeal;  
 (b) he has taken an appeal or applied for leave to appeal against the conviction and the appeal or application for leave has been dismissed or abandoned; or  
 (c) he has given written notice to the court that convicted him that he elects not to appeal,  
 or where the defendant otherwise wilfully fails or refuses to comply with the order he is guilty of an offence and upon conviction the court may,  
 (d) impose a fine of not more than \$1,000 or imprisonment for a term of not more than thirty days, or both, and in lieu of or in addition to the penalty, continue the probation order with such changes or additions and for such extended term not exceeding an additional year, as the court considers reasonable; or  
 (e) where the justice presiding is the justice who made the original order, in lieu of imposing the penalty under clause d. revoke the probation order and impose the sentence the passing of which was suspended upon the making of the probation order.

MARQUE: Les articles 73 et 75 de la loi de 1979 sur les infractions provinciales se lisent comme suit:

73. (1) Une ordonnance de probation entre en vigueur  
 (a) à la date de son émission; ou  
 (b) à l'expiration de la peine lorsque le défendeur est condamné à purger la peine d'emprisonnement autrement que d'une façon intermittente.
- (2) Sous réserve de l'article 75, lorsqu'un défendeur sous le coup d'une ordonnance de probation, est reconnu coupable d'une infraction ou est emprisonné pour défaut de paiement d'une amende, l'ordonnance demeure en vigueur, sauf dans la mesure où la peine ou l'emprisonnement l'empêchent de se conformer aux dispositions de l'ordonnance.
75. Lorsqu'un défendeur qui est sous le coup d'une ordonnance de probation est reconnu coupable d'une infraction qui constitue une violation des conditions de l'ordonnance et  
 (a) que le délai durant lequel il peut interjeter appel de cette condamnation ou demander la permission de la porter en appel est expiré et qu'il n'a pas interjeté appel ou demandé la permission d'en appeler;  
 (b) qu'il a interjeté appel de cette condamnation ou qu'il a demandé la permission de la porter en appel et que l'appel ou la permission d'en appeler a été rejeté ou qu'il a abandonné son recours; ou  
 (c) qu'il a donné un avis écrit au tribunal qui l'a reconnu coupable, de son choix de ne pas interjeter appel,  
 ou, lorsque le défendeur, d'une autre façon fait sciemment défaut ou refuse de se conformer à l'ordonnance, il est coupable d'une infraction, et le tribunal peut,  
 (d) imposer une amende d'au plus 1,000 dollars ou un emprisonnement pour une période d'au plus trente jours ou les deux à la fois et, au lieu de la peine ou en plus de celle-ci, maintenir en vigueur l'ordonnance de probation pour une période n'excédant pas une année supplémentaire, en lui apportant les modifications ou les additions que le tribunal estime raisonnables; ou  
 (e) lorsque le juge qui préside le tribunal est celui qui a émis l'ordonnance originale, annuler l'ordonnance de probation et imposer la peine qui a été suspendue lors de l'émission de l'ordonnance de probation, au lieu d'imposer la peine prévue aux termes de l'alinéa d).

CLERK: K. Kindy  
 JUDGE: Ministry of Finance FSCO  
 : 43

CERTIFIED TO BE A TRUE AND  
 CORRECT COPY OF THE ORIGINAL

ONTARIO COURT OF JUSTICE  
 PROVINCIAL OFFENCES OFFICE  
 CITY OF TORONTO  
 COURT SERVICES



ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

CITY OF TORONTO

Plaintiff

-and-

OSMAN N. ABUKAR

Defendant

REQUISITION FOR WRIT OF SEIZURE AND SALE

TO THE LOCAL REGISTRAR at Toronto

I REQUIRE a writ of seizure and sale pursuant to an order of this court made on May 20, 2009, in favour of the City of Toronto

directed to the Sheriff of the City of Toronto to seize and sell the real and personal property of

Surname of individual or name of corporation, firm, etc.

ABUKAR

First given name (individual only)

OSMAN

Second given name (individual only) (if applicable) N.

Third given name (individual only) (if applicable)

and to realize from the seizure and sale the following sums:

- (a) \$92,310.00 and interest at 6% percent per year commencing on May 20, 2009;
- (b) \$1,280.00 for costs together with interest at 6% percent per year commencing on May 20, 2009;
- (c) your fees and expenses in enforcing this writ.

August // , 2009



CITY SOLICITOR'S OFFICE  
26th Floor, Metro Hall  
Station 1260, 55 John Street  
Toronto, Ontario M5V 3C6

Cara E.I. Gibbons  
LSUC# 50753 P  
Tel: (416) 397-5427  
Fax: (416) 392-1199  
Solicitors for the plaintiff

BETWEEN:

CITY OF TORONTO

and

OSMAN N. ABUKAR

(Short Title of Proceeding)

Court File No. CV-09-378935

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto, Ontario

**REQUISITION FOR WRIT OF  
SEIZURE AND SALE**

CITY SOLICITOR'S OFFICE

City Solicitor

Station 1260, Metro Hall

55 John St., 26<sup>th</sup> Floor

Toronto, Ontario, Canada

M5V 3C6

Solicitor for the Plaintiff

Cara Gibbons

LSUC # 50753P

Phone: 416-397-5427

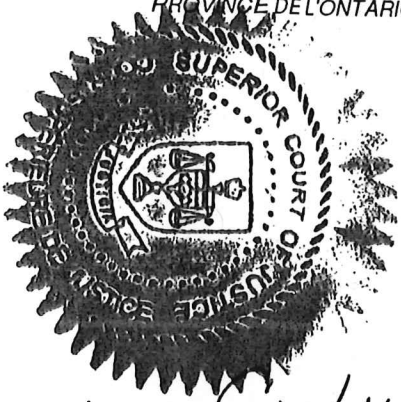
Fax: 416-392-1199

**CERTIFICATE OF DEFAULT  
CERTIFICAT DE DÉFAUT**

ONTARIO COURT OF JUSTICE  
COUR DE JUSTICE DE L'ONTARIO  
PROVINCE OF ONTARIO  
PROVINCE DEL'ONTARIO

Under section 68 of the Provincial Offences Act  
Conformément à l'article 68 de la Loi sur les infractions provinciales

Form / Formule 127  
Courts of Justice Act  
Loi sur les tribunaux judiciaires  
R.R.O. / R.R.O. 1990  
O. Reg. / Règl. de l'Ont. 200



City of Toronto

vs

OSMAN N ABUKAR

645 NOVO STAR DR MISSISSAUGA ONTARIO L5W 1C8

POA Case # 4863 999 07 05100644 00

CV-09-370935  
FILE NO. / N° DU DOSSIER

I, C. LURKHUR, clerk of the Ontario Court of Justice  
Je soussigné(e), C. LURKHUR, greffier de la Cour de justice de l'Ontario  
at City of Toronto  
à City of Toronto

CERTIFY THAT:  
CERTIFIE QUE:

- On the 23 day of OCTOBER yr. 2008  
Le 23 Jour de OCTOBER an 2008  
a fine of \$ 92,310.00 (including costs and Victim Fine Surcharge)  
une amende de \$ 92,310.00 \$ (y compris le dépens et la suramende compensatoire)  
was imposed upon OSMAN N. ABUKAR  
a été imposée à OSMAN N. ABUKAR (name of defaulter / nom de la partie défaillante)  
by the court.  
par le tribunal.
- Cost incurred by fine enforcement of \$ 1,280.00 were added.  
Des frais de \$ 1,280.00 \$ relatifs à l'exécution de l'amende ont été ajoutés.
- Payment of the fine is in default as of December 5, 2008,  
La partie est en défaut pour le paiement de l'amende.
- The total amount remaining unpaid is \$ 93,590.00  
Le montant total en souffrance est de \$ 93,590.00

Certified at City of Toronto  
Copie certifiée à City of Toronto

this 11 day of MAY yr. 2009  
le 11 jour de MAY an 2009

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAY 20 2009

C. Lurkhur  
Clerk / Greffier

AS DOCUMENT NO:  
A TITRE DE DOCUMENT NO.:

All funds recovered pursuant to this certificate shall be made payable to:  
City of Toronto, Court Services  
Ontario Court of Justice  
137 Edward St. 2nd Fl.  
Toronto, ON M5G 2P8  
Tel: (416) 338-6836

FOR INFORMATION ON ACCESS TO ONTARIO COURTS  
FOR PERSONS WITH DISABILITIES, CALL  
1-800-387-4456  
TORONTO AREA 416-326-0111

POUR PLUS DE RENSEIGNEMENT SUR L'ACCÈS DES PERSONNES HANDICAPÉES AUX TRIBUNAUX DE L'ONTARIO, COMPOSEZ LE 1-800-387-4456  
RÉGION DE TORONTO 416-326-0111

Initiated By:  
City of Toronto - Finance  
481 University Ave, 9th Flr.  
Toronto, ON M5G 2E9  
(416) 338-6836



CU 10-395765

# CERTIFICATE OF DEFAULT CERTIFICAT DE DÉFAUT

ONTARIO COURT OF JUSTICE  
COUR DE JUSTICE DE L'ONTARIO  
PROVINCE OF ONTARIO  
PROVINCE DE L'ONTARIO

Under Section 68 of the *Provincial Offences Act*  
Conformément à l'article 68 de la Loi sur les infractions provinciales

Form / Formule 127  
Courts of Justice Act  
Loi sur les tribunaux judiciaires  
R.R.O. / R.R.O. 1990  
O. Reg. / Règl. de l'Ont. 200

City of Toronto vs. IDEAL THERAPY INC  
1635 LAWRENCE W STE 201 TORONTO, ONTARIO M6L 3C9

4863 999 07 05100645 00  
FILE NO. / N° DU DOSSIER

I, Chantelle Lurkhu, clerk of the Ontario Court of Justice  
Je soussigné(e), \_\_\_\_\_, greffier de la Cour de justice de l'Ontario

at The City of Toronto  
à \_\_\_\_\_

CERTIFY THAT:  
CERTIFIE QUE :

- On the 23 day of October, yr. 2008  
Le jour de \_\_\_\_\_ an \_\_\_\_\_  
a fine of \$ 90360 (including costs and Victim Fine Surcharge)  
une amende de \_\_\_\_\_ \$ (y compris le dépens et la suramende compensatoire)  
was imposed upon IDEAL THERAPY INC  
a été imposée à \_\_\_\_\_ (name of defaulter / nom de la partie défaillante)  
by the court.  
par le tribunal.
- Cost incurred for fine enforcement of \$ 1280 were added.  
Des frais de \_\_\_\_\_ \$ relatifs à l'exécution de l'amende ont été ajoutés.
- Payment of the fine is in default as of 11/6/2009  
La partie est en défaut pour le paiement de l'amende.
- The total amount remaining unpaid is \$ 91640 \$.  
Le montant total en souffrance est de \_\_\_\_\_ \$.

Certified at Toronto  
Copie certifiée à \_\_\_\_\_

this 21 day of December, yr. 2009  
le jour de \_\_\_\_\_ an \_\_\_\_\_

  
Clerk / Greffier

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JAN 26 2010

AS DOCUMENT NO.:  
À TITRE DE DOCUMENT NO.:  
PER / PAR: \_\_\_\_\_

All funds recovered pursuant to this certificate shall be made payable to:  
City of Toronto, Court Services  
Ontario Court of Justice 137 Edward St. 2<sup>nd</sup> Fl.  
Toronto, ON M5G 2P8  
Tel: (416) 338-6835

FOR INFORMATION ON ACCESS TO ONTARIO COURTS FOR PERSONS WITH DISABILITIES, CALL 1-800-387-4456 TORONTO AREA 416-326-0111



POUR PLUS DE RENSEIGNEMENTS SUR L'ACCÈS DES PERSONNES HANDICAPÉES AUX TRIBUNAUX DE L'ONTARIO, COMPOSEZ LE 1-800-387-4456 RÉGION DE TORONTO 416-326-0111

Initiated By:  
City of Toronto - Finance  
481 University Avenue, 9th Floor  
Toronto, ON M5G 2E8

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:



CITY OF TORONTO

Plaintiff

-and-

IDEAL THERAPY INC.

Defendant

REQUISITION FOR WRIT OF SEIZURE AND SALE

TO THE LOCAL REGISTRAR at Toronto

I REQUIRE a writ of seizure and sale pursuant to an order of this court made on October 23, 2008 in favour of the City of Toronto

directed to the Sheriff of the City of Toronto to seize and sell the real and personal property of

Surname of individual or name of corporation, firm, etc. IDEAL THERAPY INC.
--

First given name ( <i>individual only</i> )	Second given name ( <i>individual only</i> ) (if applicable)	Third given name ( <i>individual only</i> ) (if applicable)
---	--	---

and to realize from the seizure and sale the following sums:

- (a) \$ 90,360.00 and interest at 5% percent per year commencing on January 26, 2010;
- (b) \$1,280.00 for costs together with interest at 5% percent per year commencing on January 26, 2010;
- (c) your fees and expenses in enforcing this writ.

February 23, 2010

CITY SOLICITOR'S OFFICE  
26th Floor, Metro Hall  
Station 1260, 55 John Street  
Toronto, Ontario M5V 3C6

Cara E.I. Gibbons  
LSUC# 50753 P  
Tel: (416) 397-5427  
Fax: (416) 392-1199  
Solicitors for the plaintiff

BETWEEN:

CITY OF TORONTO

and

IDEAL THERAPY INC.

(Short Title of Proceeding)

Court File No. CV-10-395765

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto, Ontario

**REQUISITION FOR WRIT OF  
SEIZURE AND SALE**

CITY SOLICITOR'S OFFICE

City Solicitor

Station 1260, Metro Hall

55 John St., 26<sup>th</sup> Floor

Toronto, Ontario, Canada

M5V 3C6

Solicitor for the Plaintiff

Cara Gibbons

LSUC # 50753P

Phone: 416-397-5427

Fax: 416-392-1199

C0-10-395765

**CERTIFICATE OF DEFAULT  
CERTIFICAT DE DÉFAUT**

ONTARIO COURT OF JUSTICE  
COUR DE JUSTICE DE L'ONTARIO  
PROVINCE OF ONTARIO  
PROVINCE DE L'ONTARIO

Under Section 68 of the *Provincial Offences Act*  
Conformément à l'article 68 de la Loi sur les infractions provinciales

**Form / Formule 127**  
*Courts of Justice Act*  
Loi sur les tribunaux judiciaires  
R.R.O. / R.R.O. 1990  
O. Reg. / Règl. de l'Ont. 200

City of Toronto vs. IDEAL THERAPY INC  
1635 LAWRENCE W STE 201 TORONTO, ONTARIO M6L 3C9

4863 999 07 05100645 00  
FILE NO. / N° DU DOSSIER

I, Chantelle Lurkhur, clerk of the Ontario Court of Justice  
*Je soussigné(e)*, *greffier de la Cour de justice de l'Ontario*  
at The City of Toronto  
à \_\_\_\_\_

**CERTIFY THAT:  
CERTIFIE QUE :**

- On the 23 day of October, yr. 2008  
*Le* *jour de* *an*  
a fine of \$ 90360 (including costs and Victim Fine Surcharge)  
*une amende de* *\$ (y compris le dépens et la suramende compensatoire)*  
was imposed upon IDEAL THERAPY INC  
*a été imposée à* *(name of defaulter / nom de la partie défaillante)*  
by the court.  
*par le tribunal.*
- Cost incurred for fine enforcement of \$ 1280 were added.  
*Des frais de* *\$ relatifs à l'exécution de l'amende ont été ajoutés.*
- Payment of the fine is in default as of 11/6/2009  
*La partie est en défaut pour le paiement de l'amende.*
- The total amount remaining unpaid is \$ 91640.  
*Le montant total en souffrance est de* *\$.*

Certified at Toronto  
*Copie certifiée à*

this 21 day of December, yr. 2009  
*le* *jour de* *an*

*Chantelle Lurkhur*  
Clerk / Greffier

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO.:  
LE / DANS LE REGISTRE NO.:  
JAN 26 2010  
AS DOCUMENT NO.:  
À TITRE DE DOCUMENT NO.:  
PER / PAR:

All funds recovered pursuant to this certificate shall be made payable to:  
City of Toronto, Court Services  
Ontario Court of Justice 137 Edward St. 2<sup>nd</sup> Fl.  
Toronto, ON M5G 2P6  
Tel: (416) 338-6636

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POUR PLUS DE RENSEIGNEMENTS SUR L'ACCÈS DES  
PERSONNES HANDICAPÉES  
AUX TRIBUNAUX DE L'ONTARIO, COMPOSEZ LE  
1-800-387-4456  
RÉGION DE TORONTO 416-326-0111

Initiated By:  
City of Toronto - Finance  
481 University Avenue, 9th Floor  
Toronto, ON M5G 2E8



## Profile Report

IDEAL THERAPY INC. as of November 27, 2023

<b>Act</b>	Business Corporations Act
<b>Type</b>	Ontario Business Corporation
<b>Name</b>	IDEAL THERAPY INC.
<b>Ontario Corporation Number (OCN)</b>	1676357
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Status</b>	Inactive - Cancelled by C.T.
<b>Date of Incorporation</b>	October 18, 2005
<b>Inactive Date</b>	June 04, 2018
<b>Registered or Head Office Address</b>	2428 Islington Avenue, 201, Toronto, Ontario, Canada, M9W 3X8

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

**Minimum Number of Directors** 1  
**Maximum Number of Directors** 15

**Name** OSMAN N. ABUKAR  
**Address for Service** 201-2428 Islington Avenue, Toronto, Ontario, Canada, M9W  
3X8  
**Resident Canadian** Yes  
**Date Began** October 18, 2005

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
BCA - Cancelled Request CT 241(4)	June 16, 2018
CTA - Default Corporations Tax Act	February 10, 2018
BCA - Articles of Incorporation	October 18, 2005

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## APPENDIX V

---

Ontario Superior Court Judgement of Judge Tim Lipson against Akram Elmuradi  
(December 13, 2023)



# WARNING

The court hearing this matter directs that the following notice be attached to the file:

A non-publication and non-broadcast order in this proceeding has been issued under subsection 486.4(1) of the *Criminal Code*. This subsection and subsection 486.6(1) of the *Criminal Code*, which is concerned with the consequence of failure to comply with an order made under subsection 486.4(1), read as follows:

**486.4 Order restricting publication — sexual offences.** — (1) Subject to subsection (2), the presiding judge or justice may make an order directing that any information that could identify the victim or a witness shall not be published in any document or broadcast or transmitted in any way, in proceedings in respect of

(a) any of the following offences:

(i) an offence under section 151, 152, 153, 153.1, 155, 160, 162, 162.1, 163.1, 170, 171, 171.1, 172, 172.1, 172.2, 173, 213, 271, 272, 273, 279.01, 279.011, 279.02, 279.03, 280, 281, 286.1, 286.2, 286.3, 346 or 347, or

(ii) any offence under this Act, as it read from time to time before the day on which this subparagraph comes into force, if the conduct alleged would be an offence referred to in subparagraph (i) if it occurred on or after that day; or

(b) two or more offences being dealt with in the same proceeding, at least one of which is an offence referred to in paragraph (a).

(2) **MANDATORY ORDER ON APPLICATION** — In proceedings in respect of the offences referred to in paragraph (1)(a) or (b), the presiding judge or justice shall

(a) at the first reasonable opportunity, inform any witness under the age of eighteen years and the victim of the right to make an application for the order; and

(b) on application made by the victim, the prosecutor or any such witness, make the order.

. . . .

**486.6 OFFENCE** — (1) Every person who fails to comply with an order made under any of subsections 486.4(1) to (3) or subsection 486.5(1) or (2) is guilty of an offence punishable on summary conviction.

ONTARIO COURT OF JUSTICE

B E T W E E N :

HIS MAJESTY THE KING

— AND —

AKRAM ELMURADI

---

Before Justice T. Lipson  
Reasons for Judgment released on December 13, 2023

---

Ms. L. Liston ..... for the Crown  
Mr. M. Ertel ..... for the accused Akram Elmuradi

---

LIPSON J.:

REASONS FOR JUDGMENT

[1] Akram Elmuradi entered a plea of not guilty to a charge of sexually assaulting B.D., contrary to section 271 of the *Criminal Code*.

[2] The defence concedes that Mr. Elmuradi engaged in sexual activity with B.D., but that he did so with her consent. Mr. Ertel stipulates that Mr. Elmuradi does not rely on the defence of honest but mistaken belief in consent. Counsel agree that the verdict in this case hinges on the court's assessment of the credibility of the two main witnesses, B.D. and Mr. Elmuradi, but always bearing in mind the Crown's burden to prove guilt beyond a reasonable doubt.

**Overview of the case**

[3] The following facts are not in dispute.

[4] At the time of the January 15, 2022 incident giving rise to the charge, Mr. Elmuradi was part owner of Neuromotion Therapy Clinic in Ottawa. This is a rehabilitation clinic where licensed chiropractors, physiotherapists and massage therapists provide various treatments to its clients. Mr. Elmuradi is neither licensed nor qualified to engage in any of these

areas of health practice. His day-to-day role at the clinic was to attend to administrative duties such as scheduling appointments and paperwork.

[5] B.D. is thirty-four years of age. She has been employed as a personal support worker and is currently a university student. Like many clients of the clinic, the complainant sought treatment for a back injury stemming from a motor vehicle accident. B.D.'s mother was also a client at the clinic for the same reason. B.D. started going for treatments at Neuromotion in late November 2021. A typical visit for B.D. consisted of 10-minute sessions with a chiropractor, physiotherapist, and massage therapist. Her massage treatments focused on upper back and left shoulder. She was never required to remove her pants for the massages. B.D. said she attended the clinic once or twice a week and found her licensed caregivers to be both professional and friendly.

[6] B.D. met the defendant along with the co-owner Ozzie at an initial meeting she attended with her mother. She said that Mr. Elmuradi then made a point of seeing her before or after each of her appointments at the clinic. He would usually discuss her progress. As well, he would touch her back where she told him the pain was severe. He would also perform "adjustments" upon B.D. such as "back cracks". Sometimes Mr. Elmuradi would put his arms around her torso and "crack [her] back". Sometimes she would remain seated or be required to stand up during these so called "adjustments".

[7] There was no personal relationship or friendship between B.D. and Mr. Elmuradi prior to the incident giving rise to the charge.

[8] A short time before the date of the alleged offence, B.D. complained to Mr. Elmuradi that her back was not improving. The defendant offered to give her a hot stone massage, which B.D. accepted. Her appointment was set for Saturday morning January 15, 2022.

[9] There is no dispute that a massage took place in the morning of January 15, 2022.

[10] Mr. Elmuradi massaged B.D.'s back, neck, shoulders legs and buttocks. B.D. was on her stomach and turned on her back for a portion of the massage. Early in the massage, the defendant asked B.D. for permission to remove his dress shirt. He was wearing a tank top t-shirt under his dress shirt.

[11] During the massage, Mr. Elmuradi performed oral sex on the complainant for several seconds. The massage then continued for about ten minutes. Once it was completed, B.D. left the clinic. Some text messages were exchanged following the massage and were filed as exhibit 3.

[12] B.D. kept the underwear she wore during the massage and provided them to police. There is no dispute that Mr. Elmuradi's saliva was present on her underwear. This was confirmed by expert DNA opinion evidence and biology reports, filed as exhibits 1 and 2.

[13] I now turn to a summary of the evidence provided by B.D. and Mr. Elmuradi concerning the incident.

---

**B.D.’s version**

[14] B.D. testified that she met the defendant in November 2021 along with his business partner Ozzy. B.D. said “they told me they both owned the clinic and that Akram said he was a physiotherapist, psychologist and massage therapist.”

[15] As indicated earlier, B.D. complained to Mr. Elmuradi that despite the treatment she had been receiving, her back was not getting better. He offered her a hot stone massage and told her that he was the only one at the clinic who provided this service. She thought this was going to be a strictly therapeutic massage that would help her back to improve. She believed he was a licenced therapist and that the massage was covered by her insurance.

[16] The appointment was scheduled for Saturday morning January 15, 2022, at 10 a.m. The clinic was closed and empty. She was met inside the clinic by the defendant who directed her to the massage room and asked her to change. She put on a hospital gown and, as she always had done at the clinic, left her pants on. The defendant told her to remove her pants because he said he wished to work on her legs, and this would help her back. She complied with his request and removed her pants for the massage.

[17] B.D. was covered in a towel and wore only her underwear. At first, B.D. was on her stomach and the defendant put hot stones at different locations of her back. After a few minutes, Mr. Elmuradi asked if he could remove his buttoned-up dress shirt. She did not object and the defendant removed his shirt. Underneath, he was wearing a tank top shirt, which B.D. referred to as a “wife-beater muscle shirt”. This struck the complainant as unusual since her massage therapists at the clinic always wore medical scrubs. Also, she noticed that the massage was taking much longer than usual. Mr. Elmuradi’s massage technique also concerned the complainant. He was massaging her legs, thighs and waist areas by making circular motions with his elbow and forearm. He used this technique on her legs and near her crotch area.

[18] The defendant then asked B.D. to flip over on her stomach. He massaged her thighs and crotch area. He then lifted up her underwear with his fingers and placed his face in her crotch. He put his tongue on her vagina and licked her for her about five to six seconds. When she realized what was happening, B.D. told him to stop six or seven times. He did not stop, and she had to physically push his head away. She knew that his tongue was on her because the physical sensation of his wet tongue “made it very obvious”. Her eyes had been closed and she felt very scared. When this happened, the hot stones were no longer on her body. Initially, when his tongue was on her vagina, she became aroused. B.D. also said that she was more upset and scared than aroused.

[19] After she pushed the defendant’s head away, Mr. Elmuradi apologized and said he was sorry a couple of times. He told her “I thought you wanted this. I thought this was ok.” He continued to massage B.D. for another ten minutes. B.D. explained that she did not leave right away after the oral sex. She said that “for my mental sake, I was trying to normalize it and believe it was a normal massage and that it’s ok, it’s over, just get out.” He then told her that the massage was over and to get dressed. She did and left the clinic.

[20] Minutes later he texted her that she had left her socks at the clinic and that he would keep them for her to pick up. She thanked him. B.D. explained that she was trying to normalize in her brain what had occurred at the clinic.

[21] B.D. reported the incident to her sister-in-law and then the police. She went for one further appointment at the clinic. The defendant attempted to speak to her, but she did not want to.

[22] B.D. said that she never consented to any sexual contact with the defendant nor gave him any reason to believe that she was consenting to sexual activity.

### **Mr. Elmuradi’s version of events**

[23] Mr. Elmuradi told the court that he is a co- owner of the clinic. He is not a registered massage therapist. He said he never told B.D. that he was a licenced massage therapist or any other kind of health care specialist. His role was to manage the office, schedule appointments and tend to other administrative duties. Mr. Elmuradi said that B.D. was aware that he did not personally provide therapeutic treatment. He admitted that she would come into his office and complain about her back pain. Mr. Elmuradi admitted giving her “adjustments” even though he had no training or professional qualifications to do so. He said he did that because he “owned the business.”

[24] Mr. Elmuradi offered to give B.D. a hot stone massage “just for relaxation”. He said he also told her this would be free of charge. Mr. Elmuradi said that he was willing to do this because he was doing this on his time off on the weekend and it was something he liked to do.

[25] Mr. Elmuradi testified he met the complainant on Saturday morning January 15, 2022, when the clinic was closed. He denied that he directed her to remove her pants. She had already done so, without prompting, before the massage began. Mr. Elmuradi was wearing a long sleeve button up shirt and asked B.D. if he could take it off. She agreed. He was wearing a T-shirt underneath. Mr. Elmuradi first massaged her as she lay on her stomach. He massaged her from her neck downward. He massaged her buttocks and admitted that he massaged B.D. close to her crotch area. As he did so, he heard her moaning in a sexual manner. B.D. then, on her own, started to take off her underwear. Mr. Elmuradi helped her to completely remove her underwear which he then threw on a nearby table. B.D. then turned on her left side and lifted her leg, exposing her vagina to him. He then licked her vagina for a few moments. He said he stopped because he “didn’t like the smell.”. He then continued the massage for a few more minutes. When the massage was completed, she got changed and left the clinic.

[26] Mr. Elmuradi said B.D. communicated consent to sex by her sexual moaning and the fact that she lowered her underwear. She never told him to stop, nor did she ever push him away. He said that the sexual activity resulted from an “attraction between a boy and a girl.”

## Applicable Legal Principles

[27] In their submissions, counsel accurately described the applicable legal principles in this case. They can be summarized as follows:

### Elements of the Offence of Sexual Assault

[28] A conviction for sexual assault requires proof beyond reasonable doubt of two basic elements, that the accused committed the *actus reus* and that he had the necessary *mens rea*. The *actus reus* of assault is unwanted sexual touching. The *mens rea* is the intention to touch, knowing of, or being reckless of or willfully blind to, a lack of consent, either by words or actions, from the person being touched.<sup>1</sup>

[29] The *actus reus* of sexual assault is established by the proof of three elements: (i) touching, (ii) the sexual nature of the contact, and (iii) the absence of consent. The absence of consent is subjective and determined by reference to the complainant's subjective internal state of mind towards the touching, at the time it occurred.<sup>2</sup>

[30] “Consent” is defined in s. 273.1(1) of the *Code* as “the voluntary agreement of the complainant to engage in the sexual activity in question”. It is the “conscious agreement of the complainant to engage in every sexual act in a particular encounter” and it must be freely given. This consent must exist at the time the sexual activity in question occurs and it can be revoked at any time. Further, as s. 273.1(1) makes clear, “consent” is not considered in the abstract. Rather, it must be linked to the “sexual activity in question”, which encompasses “the specific physical sex act”, “the sexual nature of the activity”, and “the identity of the partner”, though it does not include “conditions or qualities of the physical act, such as birth control measures or the presence of sexually transmitted diseases”<sup>3</sup>

[31] Consent is treated differently at each stage of the analysis. For purposes of the *actus reus*, “consent” means “that the complainant in her mind wanted the sexual touching to take place.” Thus, at this stage, the focus is placed squarely on the complainant’s state of mind, and the accused’s perception of that state of mind is irrelevant. Accordingly, if the complainant testifies that she did not consent, and the trier of fact accepts this evidence, then there was no consent — plain and simple. At this point, the *actus reus* is complete. The complainant need not *express* her lack of consent, or revocation of consent, for the *actus reus* to be established.<sup>4</sup>

[32] While the complainant's testimony is the only source of direct evidence as to her state of mind, credibility must still be assessed by the trial judge, or jury, in light of all the evidence. It is open to the accused to claim that the complainant's words and actions, before

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<sup>1</sup> *R. v. Ewanchuk*, [1999] 1 S.C.R. 330 at para. 23.

<sup>2</sup> *Ibid.* at paras. 25 and 26.

<sup>3</sup> *R. v. Barton*, 2019 SCC 33 at para. 88.

<sup>4</sup> *Ibid.* at para. 89.

and during the incident, raise a reasonable doubt against her assertion that she, in her mind, did not want the sexual touching to take place. The accused's perception of the complainant's state of mind is not relevant. That perception only arises when a defence of honest but mistaken belief in consent is raised in the *mens rea* stage of the inquiry.<sup>5</sup>

[33] The *mens rea* of sexual assault contains two elements: intention to touch and knowing of, or being reckless of or wilfully blind to, a lack of consent on the part of the person touched.<sup>6</sup>

[34] In cases such as this one, the question is not whether the accused person behaved admirably, or even ethically. The question is whether the trier of fact is satisfied beyond a reasonable doubt that the Crown has discharged its onus of proving that the complainant did not consent to the sexual activity at issue.<sup>7</sup>

### Credibility

[35] Mr. Elmuradi testified and, as a result, the principles in *W.(D.)* apply.

[36] If I believe Mr. Elmuradi's evidence, I must find him not guilty. Even if his evidence leaves me with a reasonable doubt regarding any essential element of the alleged offence, I must find him not guilty. Finally, even if his evidence does not leave me with a reasonable doubt about his guilt, if after considering all the evidence that I do accept, I am not satisfied beyond a reasonable doubt of his guilt, I must acquit.

[37] I must keep in mind that Mr. Elmuradi, like every other person charged with a crime, is presumed to be innocent, unless and until the Crown has proven his guilt beyond a reasonable doubt. He does not have to present evidence or prove anything. It is not enough for me to believe that he is probably or likely guilty. Proof of probable or likely guilt is not proof of guilt beyond a reasonable doubt. Conversely it is nearly impossible to prove anything with absolute certainty and the Crown is not required to do so. Absolute certainty is a standard of proof that does not exist in law. However, I must remember that "the reasonable doubt standard ... falls much closer to absolute certainty than to proof on a balance of probabilities".<sup>8</sup>

[38] This is a very high standard, and it is so high for very good reason. As Cory J said in *R. v Lifchus*:

The onus resting upon the Crown to prove the guilt of the accused beyond a reasonable doubt ... is one of the principal safeguards which seeks to ensure that no innocent person is convicted.<sup>9</sup>

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<sup>5</sup> *Ewanchuk*, *supra* at paras. 29 and 30; *R. v. Roth*, 2020 BCCA 240 at para. 100.

<sup>6</sup> *Ibid.* at para. 42.

<sup>7</sup> *Ibid.* at para. 199.

<sup>8</sup> *R. v. Starr*, [2000] S.C.J. No. 40 (S.C.C.) at para. 242.

<sup>9</sup> *R. v Lifchus*, [1997] S.C.J. No. 77 (S.C.C.) at para. 13

[39] A proper conviction can be arrived at even where exculpatory testimony has no obvious flaws if the Crown mounts a strong prosecution. However, this is only the case where a trier of fact finds that the incriminating evidence is so compelling that the only appropriate outcome is to reject the exculpatory evidence beyond a reasonable doubt and find guilt beyond a reasonable doubt.<sup>10</sup>

[40] I am also mindful that the credibility of the complainant must not be tainted by reliance on myths or stereotypes about how a victim would be expected to behave. For example, there is no requirement on a complainant to flee in a sexual assault case. As well, I do not construe physical arousal as experienced by B.D. in this case as necessarily indicating consent on her part. I will have more to say on this aspect of the evidence later in these reasons.

### **Analysis and Findings**

[41] Counsel for Mr. Elmuradi submits that the only defence raised in this case is consent and not mistaken belief in consent. The court is required to engage in an assessment of the credibility of B.D. and Mr. Elmuradi, always bearing in mind the heavy burden of proof resting upon the Crown to prove its case beyond a reasonable doubt.

[42] Mr. Elmuradi is presumed innocent and is not required to prove anything. The case cannot be reduced to a credibility contest or a determination of who was the more believable witness.

[43] I start by indicating that the evidence does not clearly establish that Mr. Elmuradi personally told B.D. that he was a registered massage therapist. I am satisfied that it is more likely than not that he did, but I am unable to conclude whether it was Mr. Elmuradi or his partner Ozzie who said this to the complainant in the presence of the defendant. Whether it was the defendant who told B.D. this or was present when Ozzie made this false claim, I am satisfied that Mr. Elmuradi intended to leave the complainant with the false impression that he was a health care professional.

[44] Mr. Elmuradi was not a registered massage therapist or any other type of licenced health care professional. I am also satisfied that Mr. Elmuradi took steps to deceive the complainant into believing that he was. I accept the testimony of B.D. that Mr. Elmuradi “made sure” that he saw her whenever she attended. His interest in her was personal, rather than clinical.

[45] In testimony, Mr. Elmuradi did not dispute that he made it a point to see B.D. whenever she had an appointment at the clinic. He said he did so because he was the owner of the clinic. This explanation was neither responsive, reasonable nor credible. From the outset of their relationship, Mr. Elmuradi sought to actively gain the confidence and trust of B.D. that he was a professional health care specialist.

[46] I accept the evidence of B.D. that she complained to Mr. Elmuradi that her back

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<sup>10</sup> *R. v. C.L.* 2020 ONCA 258 at paras. 30 and 38 [emphasis added].



was not improving. She accepted his offer of a hot stone massage because she thought it would provide a therapeutic benefit. B.D. also believed that that, like all of her treatments, the hot stone massage would be covered by her insurance. She had no personal interest in Mr. Elmuradi. I am satisfied that Mr. Elmuradi was seeking to create an opportunity to have a sexual encounter with B.D.

[47] To that end, Mr. Elmuradi deceived the complainant. He told her that he was the only person at the clinic qualified to give a hot stone massage. In his testimony, Mr. Elmuradi conceded that he had no professional qualifications to perform hot stone massage or any other kind of massage. Everything he knew about hot stone massage was learned from watching YouTube videos. I believe B.D. that she trusted the defendant and believed he was trying to help her. I reject the testimony of Mr. Elmuradi that the hot stone massage was simply for “relaxation” and there would be no charge. I am satisfied that B.D. would never have agreed to a free hot stone massage from the defendant had she known he had no professional qualifications as a massage therapist. She was naive in this regard and the defendant sought to capitalize on her naivete.

[48] Over the course of two months from the time B.D. enrolled at the clinic, Mr. Elmuradi managed to gain B.D.’s full trust. This was clearly demonstrated when B.D. put aside her concerns that the massage appointment was on a Saturday when the clinic was closed and no one else, except Mr. Elmuradi, was there. Another concern she put aside regarded his request that she remove her pants for the massage. The defendant told her that a full body massage would help her back pain and she believed him. B.D. also put aside her concern that the massage was taking far longer than her typical massage at the clinic. She also wondered why Mr. Elmuradi was not wearing the medical scrubs that other massage therapists wore at the clinic. B.D. also put aside her concern that Mr. Elmuradi’s massage technique was very different and more intimate than what she was used to at the clinic. I am satisfied that B.D. put aside all of these “red flags” raised in her mind because she trusted B.D. to be professional and appropriate.

[49] I accept the evidence of B.D. that when the defendant massaged her near her crotch area, she became frightened.

[50] Mr. Elmuradi claimed that as he massaged her buttocks, B.D. willingly and spontaneously pulled down her underwear and that he assisted her in completely removing them. She then turned on her side and lifted her leg, exposing her vagina to him while she was moaning with desire. He said he then proceeded to lick her vagina. Mr. Elmuradi claimed during cross-examination that, in the circumstances he found himself, performing oral sex on B.D. was an appropriate thing to do. Mr. Elmuradi claimed that all of this happened spontaneously. He said, “it was not something I planned for”.

[51] I do not believe Mr. Elmuradi’s account of the incident, nor does his evidence leave me in reasonable doubt. As I indicated earlier, the defendant engaged in a pattern of deceitful conduct designed to set up an opportunity to have a sexual encounter with B.D. at a time when she was in a highly vulnerable position – prone and almost completely naked on a massage table in Mr. Elmuradi’s empty clinic. The DNA evidence of Mr. Elmuradi’s saliva

on B.D.'s underwear is, of course, compelling evidence that he licked her crotch area as she claimed. His explanation as to how that happened is, in my view, a fanciful tale of consensual sex that is implausible and incredible.

[52] B. D.'s testimony was detailed and candid. She told the court that when she felt the defendant's tongue on her vagina, she experienced a moment of sexual arousal. I accept B.D.'s testimony that this was a brief and involuntary physical reaction to the stimulation she was experiencing at the time. In my view, this initial physical reaction does not demonstrate consent on her part. I accept her testimony that when she realized what Mr. Elmuradi was doing to her, she told him to stop a number of times and had to shove his head away from her crotch. I also believe her evidence that Mr. Elmuradi apologized immediately after she did this.

[53] It is common ground that following the oral sex incident, the massage continued for several minutes. One might ask why B.D. didn't immediately leave the massage table? B.D. explained that she was scared, feeling uncomfortable and trying to "normalize" what had just happened to her. I found her explanation to be entirely credible. I keep in mind that there is no prescribed way that a victim of a sexual assault is supposed to behave. Different victims react differently.

[54] There was evidence that shortly after the incident, Mr. Elmuradi texted B.D. that she had left her socks at the clinic and that he would keep them in safe keeping. She replied "that's ok. Thank you so much." B.D. explained that she said this out of fear, that the defendant had "a big power on me and I was trying to normalize my mental state" as to what had happened. I believe and accept her explanation for the text messaging with Mr. Elmuradi after the incident as being reasonable.

[55] In argument regarding the credibility of B.D., defence counsel fairly pointed to the fact that she made inconsistent statements about whether Mr. Elmuradi personally told her he was a massage therapist. In examination in chief, B.D. said this. In her police statement, B.D. said that when she met with the defendant and his partner, "they" told her he was a massage therapist, psychologist and chiropractor. In cross-examination, B.D. maintained that the defendant told her this but that he did so in another conversation they had. It was argued that these inconsistencies seriously undermine B.D.'s overall credibility.

[56] I have carefully considered the defence argument. In the end, I do not find that B.D.'s inconsistency on this particular issue undermines her credibility as to whether she was sexually assaulted. What is important is that she had heard the false information about Mr. Elmuradi's supposed qualifications from either the defendant personally or from his partner Ozzie in Mr. Elmuradi's presence. She believed the defendant was qualified to give her back adjustments and massage therapy. The defendant knew that B.D. believed he was qualified to provide therapeutic massages and continued to fraudulently played that role.

[57] Mr. Elmuradi's credibility is undermined by not only the implausibility of his account of events but also by the series of deceitful acts he took to fool B.D. into believing that he was a *bona fide* massage therapist. I am satisfied on the evidence that he did so in order to

take advantage of her sexually. I do not believe Mr. Elmuradi that B.D. consented to sexual activity with him. Nor does his evidence leave me in reasonable doubt. He agreed there was no personal relationship of any kind with B.D. His version that she spontaneously slid off her underwear and invited him to perform oral sex on her is not believable nor does it raise a reasonable doubt.

[58] I accept the evidence of B.D. Apart from her difficulty remembering when Mr. Elmuradi told her he was a massage therapist, B.D.'s testimony was entirely candid, consistent and credible. She provided detailed testimony about the massage and, in particular, how she expressed her lack of consent to Mr. Elmuradi. There was no personal relationship between B.D. and the defendant. She was unaware that she was being duped by the defendant into believing he was a qualified and licenced massaged therapist. Had she been aware of his manipulative and deceitful behaviour leading up to the January 15, 2022 incident, there can be no doubt that B.D. would never have agreed to receive a massage from the defendant, someone with whom she had no personal relationship and was not a qualified massage therapist.

[59] Upon a consideration of all of the evidence, I am satisfied beyond a reasonable doubt that the Crown has proven that B.D. did not consent to sexual activity with Mr. Elmuradi. I am satisfied beyond a reasonable doubt she that never invited any sexual contact from the defendant and that B.D. communicated her lack of consent to Mr. Elmuradi when she realised that he was sexually assaulting her. I am satisfied beyond a reasonable doubt that Mr. Elmuradi engaged in unwanted oral sex with the complainant and that he knew it was unwanted.

[60] He is guilty of sexual assault.

**Released: December 13, 2023**

Justice T. Lipson

# APPENDIX VI

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Profile of Dr. Kerry Lawson

## Profile: Dr Kerry Lawson

Dr Kerry Lawson is an Ottawa psychologist currently (March 2024) listed on the “Our Team” roster at the South Keys Health Centre private health clinic. He was also previously listed (as of October, 2023) on the roster at the Neuromotion Therapy clinic. Based on public record filings and his profile as a registrant of the College of Psychologists of Ontario (CPO), he also owns a professional corporation and works in a private practice in Ottawa.

Dr Lawson’s work as an assessment professional working on behalf of insurance companies has provoked significant controversy. He has been the subject of a formal complaint of professional misconduct, filed by the Association of Victims for Accident Insurance Reform (FAIR). Their December 13, 2017 letter of complaint to the College of Psychologists of Ontario led to that College’s disciplinary body upholding the complaint and ordering Dr Lawson to attend two different educational programs covering issues of record-keeping and ethics.

The misconduct for which Dr Lawson was disciplined was significant enough to generate national and international media coverage.<sup>1</sup> An article in the *National Post* highlighted Dr Lawson’s decision to use his daughter as his psychometrist at a decisive assessment of Gary Sopher, a victim of a motorcycle accident. When his insurance company denied Mr Sopher’s benefits claim it did so in part on the basis of Dr Lawson’s determination that he was not “catastrophically impaired”. Mr Sopher appealed this denial to the Licence Appeal Tribunal, an adjudicative body established to arbitrate such disputes. The arbitrator in the case reached the conclusion that Dr Lawson’s work on this case was “very disturbing”. The following is an excerpt from arbitrator David Snider’s decision in the case:

*I believe it is appropriate to comment briefly on the evidence given by Dr. Lawson on behalf of the insurer as well. Dr. Lawson performed a dual role on the Insurer’s catastrophic impairment assessment team and wrote reports as both a psychologist and a neuropsychologist. I found that **Dr. Lawson demonstrated a problematic attitude** toward his role as an expert witness in this matter with regard to his testing and report(s). There were many areas of concern with his testimony and I will outline just a few of them here. Firstly, he stated that he had personally trained his daughter, a second or third year university student in an unrelated field, to act as his psychometrist, and that he was confident that she was properly conducting the full range of tests and obtaining valid results. However, he could not disagree with testimony from Mr. Sopher’s daughter that when the psychometric testing was being conducted by Dr. Lawson’s daughter she was actively engaged in conversation with Mr. Sopher’s daughter about entirely irrelevant matters and that Mr. Sopher had to continue with the testing while the two young women were in the room with him having a conversation. This factor alone calls into question any and all results that this particular psychometrist may have obtained with regard to Mr. Sopher. Dr. Lawson was clearly not aware that his psychometrist had engaged in this behaviour, and despite his testimony that he “must have approved” it, it was clear that he knew nothing about*

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<sup>1</sup> For examples, see Tom Blackwell, “Insurers father-daughter psychology team blasted for dodgy testing of severely hurt motorcyclist,” *National Post*, November 16, 2017; Lyle Adriano, “Insurers neuropsychologist “team” draws flak for unreliable testing,” *Insurance Business Magazine*, November 21, 2017; Alex Robinson, “Lawyers say expert bias still significant problem,” *Law Times*, December 4, 2017.

*what had happened. Further to this, Dr. Lawson did not know, at the time of his testimony, any of the results from the psychometric testing which was carried out and provided completely disorganized raw data in an electronic format to Mr. Sopher's counsel at the hearing. It also became clear, through his testimony, that Dr. Lawson had not given any significant consideration to the Occupational Therapy report that his own team member had provided and that he was unaware of, and devalued in any event, the collateral evidence which was available in that report through the O.T.'s interview with Mr. Sopher's wife.*

*Most damaging to his testimony however, was the fact that he utilized a single, brief test result which he said was obtained as a consequence of utilizing the Structured Inventory of Malingering Symptomology (SIMS) test, to decide that Mr. Sopher was not giving valid answers in his testing and was over-reporting his symptoms. Interestingly, though, this specific test, among others, was not even listed in his own list of "Tests Administered" in his report(s). He also had no actual knowledge of the results of Mr. Sopher's testing using this, or any other, measure. He testified, at first, that this test was basically a simple yes or no determinant in terms of whether there was "symptom magnification" occurring. Then, when corrected by reference to the manual which its producers supply for the SIMS test, which clearly did indicate that a specific score was the initial cut-off point, he vaguely indicated that perhaps a score of 13 or 14 was the measure recommended by the SIMS test creators, but that "the literature" suggested a score of 22. However, he had no idea what Mr. Sopher's actual score was. Dr. Lawson stated that he used his clinical judgment to conclude that Mr. Sopher was engaging in symptom magnification based upon the SIMS test. The overwhelming problem with this purported exercise of clinical judgment is that the creator/distributor of the SIMS test states in its descriptive literature that the test is designed to detect potential malingering, rather than symptom magnification, and, even more damaging, that it is designed to be no more than a simple suggestive device which should be followed up with other forms of testing. Rather than assigning any validity to a number of larger, more sophisticated tests which were apparently administered and which did not show any significant scoring invalidity, Dr. Lawson chose instead to jump to the conclusion that he should completely invalidate many findings of significant impairment(s) to Mr. Sopher's functioning. **As a consequence he simply assigned zero values to certain impairment test results and came up, not surprisingly, with very low impairment ratings. I found all of the above to be very disturbing and conclude that Dr. Lawson was not conducting himself properly as an expert assessor of Mr. Sopher but was, instead, actively promoting the Insurer's case and chose to take the first shortcut he could see to conclude that Mr. Sopher was not catastrophically impaired.***

*Taken together, the expert witnesses provided by the Insurer failed entirely to invalidate the catastrophic impairment report provided by the Applicant's assessors.<sup>2</sup>*

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This high profile case is not the only occasion that Dr Lawson's work on behalf of insurance companies has drawn criticism from an independent arbitrator. The victim advocacy organization FAIR has prepared a detailed compilation of criticisms of Dr Lawson's work from various third party arbitrators going back to 2011.<sup>3</sup>

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<sup>2</sup> See Gary Sopher v. Primum Insurance Co., 2017 ONFSCDRS 295 (CanLII), <https://canlii.ca/t/jq9nm>.

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3 See “IME Providers Adverse Comments” sheet dedicated to Dr Kerry Lawson on the website of the Association of Victims for Accident Insurance Reform (FAIR).  
<http://www.fairassociation.ca/wp-content/uploads/2017/11/Lawson-Kerry-Psychologist1.pdf>

## APPENDIX VII

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Supplementary Report – Project 102 (obtained through FOI request)



### **Supplementary Report – Project 102**

This report will address two issues:

1. Connections between Ideal Therapy, Horizon Health Centre and Alpha Therapy
2. The continuation of the submission of false insurance documents by Osman Abukar.

Throughout this report, the following businesses will be discussed:

Ideal Therapy, 1635 Lawrence Avenue West, Suite 201A, Toronto  
Horizon Health Centre, 1635 Lawrence Avenue West, Suite 201A, Toronto  
Telekome Inc., 2470 Eglinton Avenue West, Suite 1507  
Alpha Therapy, 965 Jane Street, Toronto  
Tasko Services, 2701 Jane Street, Toronto, Ontario

The following individuals have been identified as having connections to the above businesses:

Osman N Abukar  
Mohamed Ahmed Daud  
Abukar M Abukar  
Habib Abdulle  
Christopher Haluskay  
Andrew Haluskay

#### **Connections Between Ideal Therapy, Horizon Health Centre and Alpha Therapy**

##### **Ideal Therapy**

- Ideal Therapy appears to have ceased operation. The corporation is still a registered business, but insurers have not received any documentation from this clinic since approximately December 31, 2006. The registered owner of Ideal Therapy is Osman N Abukar. The Corporation Profile Report can be found on page 21. The original articles of incorporation can be found beginning on page 24, with the signature of Osman Abukar on page 38.
- Osman Abukar has been identified through Web Claims Search, and address connections to 2470 Eglinton Avenue West, Suite 1507. This is the registered address for Telekome Inc., which is owned by Osman Abukar. Details with respect to this company will be discussed later in this report. The results of the Web Claims Search can be found on page 83. The driver's license history for Osman Abukar can be found on page 88. The Auto Plus report begins on page

91. Osman Abukar's date of birth is March 11, 1976. His current address is 148 Somero Private, Ottawa, Ontario.

#### Horizon Health Centre

- Horizon Health Centre opened for business around January 2007 in the same unit that Ideal Therapy had previously occupied. The sole administrator of this business is Daud A. Mohamed. The original incorporation date is December 22, 2006. The Corporation Profile Report can be found on page 39. The original articles of incorporation have been obtained, and are available for printing.
- During an activity check by State Farm Insurance investigators, a vehicle bearing a license plate registered to Daud Mohamed was seen parked at Alpha Therapy. This business has known connections to Ideal Therapy and Osman Abukar. Details will be discussed later in this report. The results of the plate search are found on page 96. This license plate is registered to Daud Ahmed Mohamed of s.21 Personal privacy
- Daud Mohamed was involved in a motor vehicle collision on June 15, 2006 (page 98). His legal representative was Eddie Trieu of Chew and Associates. Daud Mohamed attended Ideal Therapy for treatment. An OCF-22 was submitted on this file requesting a Psychological Assessment. The form was allegedly approved by Anthony Toneatto, and signed by Said Dirie of Ideal Therapy (page 105). The circumstances of this application are identical to those reported previously in the investigative brief submitted to FSCO on February 21, 2007.

#### Dr. Roy Priesnitz

- Dr. Roy Priesnitz, Doctor of Chiropractor, was employed at Ideal Therapy from December 2005 to December 22, 2006. In January 2007 he met with the Insurance Bureau of Canada (IBC) and provided a recorded statement. The recording is available upon request. During this interview, Dr. Priesnitz provided the following information with respect to the above noted businesses and individuals:
  - The owner of Ideal Therapy is Osman Abukar.
  - Osman Abukar opened a second clinic, Alpha Therapy, with the intent being that the two clinics would be doing in-home assessments for each other.
  - While employed with Ideal Therapy, Dr. Priesnitz's salary was paid several times with cheques drawn on the account of Telekome Inc. Copies of these cheques were provided (beginning on page 109). Dr. Priesnitz explained that Telekome Inc. is another business that Osman Abukar owns. Dr. Priesnitz does not know why his salary was paid with these cheques.
  - One of the cheque copies provided was drawn on the account of Ideal Therapy (page 120).

- On December 21, 2006, Dr. Priesnitz was informed by Osman Abukar that Ideal Therapy had been sold. A former patient now owns the clinic. Dr. Priesnitz was to continue to work for the new owner.
- Osman Abukar asked Dr. Priesnitz to sign an agreement stating that his contract was terminated due to new management. Certain stipulations were outlined in this agreement. A copy was provided which was signed by Osman Abukar (page 121).
- The following week, the new owner informed Dr. Priesnitz that his services were no longer required.

#### Telekome Inc.

- A corporation profile report for Telekome Inc was obtained showing the sole administrator as Osman Abukar (page 44). The registered address is 2470 Eglinton Avenue W, Suite 1507, Toronto. The original articles of incorporation can be found beginning on page 47.
- Page 13 shows a comparison of the signature on cheque 0124 drawn on the CIBC account of Telekome Inc., to that of Osman Abukar on the original articles of incorporation for Ideal Therapy and Telekome Inc.
- The address of Telekome Inc. on all the cheques provided by Dr. Priesnitz is 2470 Eglinton Avenue West, Unit 1507, Toronto, Ontario. The phone number changes. The first few cheques show the number 416-651-2494. This is a Bell Canada land line with details unavailable (page 122). On cheque 0305, dated July 20, 2006, the phone number for Telekome Inc. changes to 416-244-1117. This phone number is the one used by Ideal Therapy in communication with insurers. Page 14 shows the address and phone number for Telekome Inc. from cheque 0305. It also shows the phone number for Ideal Therapy that is listed on the OCF-3 for claimant Winston Baboolall.
- Included in the investigative brief presented to FSCO on February 21, 2007, was a claim for Habib Abdulle (page 123). Habib Abdulle's date of birth is § 21 Personal privacy. § 21 Personal p His driver's license history identifies him as Habib Mohamed Abdulle (page 129). His Auto Plus (page 130) shows that Nordic Insurance (Facility) had an effective policy, § 21 Personal privacy from September 2006 to September 2007. The Policy holder was Ideal Therapy Inc.. Habib Abdulle was listed on the policy. The underwriting file was requested from Nordic Insurance. The policy was cancelled effective November 5, 2006 (page 133). There is a letter in the underwriting file dated October 6, 2006, from Mary Bufardeci (page 139). This letter states that a void cheque had been provided as authorization to debit an account for insurance premium. **This void cheque, provided for the policy of Ideal Therapy, was drawn on the account of Telekome Inc.** The letter was requesting confirmation that the policy holder had signing authority on the Telekome Inc. bank account.

### Alpha Therapy

- The fax number shown on cheque 000004 payable to Dr. Priesnitz from Ideal Therapy is 416-769-7868. This is the same fax number used by Alpha Therapy. Page 15 shows the fax number of cheque 000004 and Part 3 of the OCF-22 submitted to Belair Direct for their claimant Winston Baboolall.
- The corporation profile report for Alpha Therapy shows the sole administrator as Abukar M Abukar (page 65). The original articles of incorporation begin on page 68.
- Page 16 compares the signature on cheque 000004 from Ideal Therapy to the original Articles of Incorporation for that company. It also shows the signature of Abukar Abukar appearing on the Articles of Incorporation for Alpha Therapy.
- Page 17 compared the signature of cheque 0124 from Telekome Inc. to the signature on the original articles of incorporation for that company. It also compares these signatures with those on the original articles of incorporation for both Alpha Therapy and Ideal Therapy.
- Abukar M Abukar has been identified by address connections to 2470 Eglinton Avenue W. His driver's license history can be found on page 141. It shows that he has resided at s.21 Personal privacy Toronto on several occasions. He has also resided at s.21 Personal privacy Apt. 905, Toronto. Each of these addresses appear on Osman Abukar's driver's license history (page 88). The time of residence for each overlap. The current address for Abukar Abukar is s.21 Personal privacy This is also the current address for Osman Abukar.
- The Auto Plus Report for Abukar Abukar can be found on page 149. It shows that Federation Insurance has an active policy, s.21 Personal privacy The policyholder is listed as "Ideal Therapy O/B, Abukar, Ahmed and Abukar Abukar". The underwriting file has been requested, and information will be provided upon receipt.

### Lo-Well Holdings

- On May 2, 2007, this investigator attended 1635 Lawrence Avenue, Suite 210. This is the office of the Property Manager, Lo-Well Holdings. An employee of Lo-Well Holdings provided the following information:
  - Suite 201A is occupied by Horizon Health Centre.
  - The unit is rented by Ideal Therapy.
  - The contact is Osman Abukar. The contact number on file is s.21 Personal privacy This is a cell number, but is rarely answered.

- In January 2007 Ideal Therapy changed its name. The employee stated that his attempts to reach Osman Abukar to get the name change documents have been unsuccessful.
- The rent for the unit is still being paid by Ideal Therapy.
- The man was unsure if Osman Abukar subleased the unit to Horizon Health Centre, but according to their records, it was still rented to Ideal Therapy.
- The man checked his file for something, and in that file was a copy of a cheque made payable to Lo-Well Holdings. The man stated that it was a rent cheque payment. It was drawn on the account of Alpha Therapy. He stated that this was the only month where the cheque was from Alpha Therapy. All others were drawn on the account of Ideal Therapy. The last two months were paid with cheques from Ideal Therapy. He would not provide a copy of the Alpha Therapy cheque and he did not have the last two Ideal Therapy cheques.
- The following day, Phillip Hue, of Lo-Well Holdings contacted this investigator and provided the following information:
  - Phillip Hue is the supervisor of the person spoken to the day before. The first individual did not have the authority to provide information without Phillip Hue's consent.
  - Ideal Therapy signed the lease for unit 201A. He has paper work that says Ideal Therapy was subleasing to another company. Phillip Hue said that consent is required in order to sublease a unit, and that he had this documentation in the file. He said that Horizon Health Centre pays the rent. He refused to provide confirmation of this and said that he is not obligated to provide this information without the consent of the tenant. He mentioned that the owner of Horizon Health Centre knows the owner of Ideal Therapy. He refused to provide the name of the owner of Horizon Health Centre. He stated that the previous operator was no longer there. His name was Osman Abukar. He believed that Osman Abukar had a new clinic in Scarborough.
- **The information obtained from Phillip Hue is not consistent with the information obtained from the employee of Lo-Well Holdings.**
  - Phillip Hue stated that Horizon Health Centre paid the rent for the unit; however, there was a cheque in the file drawn on the account of Alpha Therapy. The employee stated that the last two months rent were paid with cheques drawn on the account of Ideal Therapy. This information could be clarified through banking records of Lo-Well Holdings.
  - The employee stated that he was still trying to obtain name change documents from Osman Abukar. Phillip Hue stated that he had an application for sublease in the file. Examination of the Lo-Well Holdings file would determine which is accurate.

- The employee stated that Osman Abukar was still the contact for Horizon Health Centre. Phillip Hue stated that it is someone else that they deal with, but refused to provide the name.

Belair Insurance – Claim 346-06094-009

- The above claim was obtained from Belair Insurance (page 154). The claimant, Winston Baboolall, was involved in a motor vehicle accident on October 12, 2006. He attended Ideal Therapy for treatment following his motor vehicle accident. The following is a description of the documents submitted to Belair Insurance on this claim:
  - The Disability Certificate (OCF-3) was completed and signed by Dr. Roy Priesnitz of Ideal Therapy on November 16, 2006 (page 162)
  - A Pre-approved Framework (PAF) Treatment Confirmation Form (OCF-23/198) was signed by Dr. Roy Priesnitz, of Ideal Therapy on October 30, 2006 (page 167). The PAF was approved.
  - The PAF was discharged by Dr. Priesnitz, with a request for an extension of 4 (four) sessions, dated December 7, 2006 (page 171). The extension was approved.
  - Ideal Therapy submitted, by fax, an Auto Insurance Standard Invoice (OCF-21) dated December 18, 2006, requesting payment for the PAF (page 173). The fax was sent on December 20, 2006, as evidenced by the fax header at the top of this page.
  - Ideal Therapy submitted another OCF-21 dated December 29, 2006 requesting payment of the PAF extension (page 177). This fax was submitted on January 4, 2007, as evidenced by the fax header at the top of this page.
  - Ideal Therapy submitted a Treatment Plan (OCF-18) for this claimant, signed by Dr. Roy Priesnitz and dated December 19, 2006 (page 181). The treatment plan was faxed to Belair on December 19, 2006. The amount of this plan was \$1,381.08. It was approved by the insurer.
  - On February 8, 2007, an OCF-21 was faxed to Belair Insurance from Horizon Health Centre, 1635 Lawrence Avenue W., Unit 201A. Part 3 of this form states that this invoice was sent requesting payment of a treatment plan dated December 19, 2006 in the amount of \$1,381.08 (page 188). The dates for treatment were all in the 2007 calendar year (page 189). The treatment was allegedly administered by Dr. Christopher Haluskay.
- **This invoice from Horizon Health Centre requests payment of an OCF-18 submitted by Ideal Therapy.**
  - An Application for Approval of an Assessment or Examination (OCF-22) was submitted by Alpha Therapy (page 191). It was a request for an In-home assessment. The form was signed by Dr. Christopher Haluskay of

Alpha Therapy dated January 30, 2007. This assessment was not approved by the insurer.

- Treatment allegedly continued under Dr. Christopher Haluskay, at Horizon Health Centre, as evidenced by subsequent OCF-18 and OCF-21 documents (beginning on page 197).
- The fax cover sheet for Ideal Therapy is almost identical to that of Horizon Health Centre. The fax header is identical. These comparisons can be seen on page 18.
- The signature of Dr. Christopher Haluskay appears different in various documents. Page 19 compares the signature of Dr. Haluskay from the OCF-22 submitted by Alpha Therapy with the signature on the OCF 18 submitted by Horizon Health Centre.
- Christopher Haluskay is signing OCF documents that are submitted by both Alpha Therapy and Horizon Health Centre.

### Continued Submission of False Insurance Documents

#### TD Home and Auto Insurance – Claim 2832566

- TD Home and Auto Insurance submitted a request for investigation of the above noted claim (page 217). Their insured, Deeqo Abdullahi, was involved in a collision on February 1, 2007. The following information was obtained through the investigation of this loss:
  - The legal representative is Verna Powell-Thorning, E&G Consulting.
  - The claimant attended Alpha Therapy.
  - Deeqo Abdullahi alleged employment at Telekome Inc, 901-2470 Eglinton Avenue West, Toronto. The phone number for this business is 416-305-9934. The OCF-2 is signed by Claudia Almus, Manager (page 226).
  - The OCF-3 was completed by Andrew Haluskay, Alpha Therapy, on January 6, 2007 (page 227).
  - A Worksite Assessment was allegedly completed on March 27, 2007. It was conducted by Christopher Haluskay of Alpha Therapy (page 244).
  - Deeqo Abdullahi provided a statement to Linda Liorti of Security National (page 261). During this statement the claimant provided a physical description of her place of employment. She described a three story building with Telekome Inc. located on the bottom floor. When confronted with a photograph of 2470 Eglinton Avenue West (page 268), a high rise apartment building, **the claimant admitted to never having worked for Telekome Inc.** She stated that she was referred to Alpha Therapy by a friend, Muna Jama. While receiving treatment at Alpha Therapy she met Muna Mohamed. The latter provided her with the

Keith,

[1] Would you please draft Informations against each of Ideal Therapy Inc. under s. 447(2)(a.3) and Osman Abukar under s. 447(4)?

[2] I think it is necessary to have a separate count for each false document. Consequently, there may be as many 3 counts in relation to some claims. For example, it appears that there were 3 false documents in relation to the claim of Ahmed Beyle: an OCF-18, an OCF-22, and a Psychological Assessment. So, there would be 3 counts against each of Ideal Therapy Inc. and Osman Abukar relating to the accident benefits claim on behalf of Ahmed Beyle. Following is suggested wording for the 3 counts:

[a] . . . have RPG to believe and do believe that Ideal Therapy Inc. on or about July 13, 2006, did commit the offence of knowingly making a false or misleading statement or representation to an insurer in order to obtain payment for goods or services provided to an insured, whether or not the insured received the goods or services, contrary to section 447(2)(a.3) of the *Insurance Act*, R.S.O. 1990 Chapter I.8, by submitting an Application for Approval of Assessment of Examination (OCF-22) to Pembroke Insurance in relation to a claim by Ahmed Beyle of Toronto for accident benefits under a policy of automobile insurance, knowing that the application falsely stated that Doctor Anthony Toneatto of Toronto was the regulated health professional who confirmed that the information in the form is accurate, who confirmed that the services contemplated are reasonable, and who confirmed that he has the appropriate consent from the applicant, Ahmed Beyle.

[b] . . . have RPG to believe and do believe that Ideal Therapy Inc. on or about August 1, 2006, did commit the offence of knowingly making a false or misleading statement or representation to an insurer in order to obtain payment for goods or services provided to an insured, whether or not the insured received the goods or services, contrary to section 447(2)(a.3) of the *Insurance Act*, R.S.O. 1990 Chapter I.8, by submitting a Psychological Assessment to Pembroke Insurance in relation to the claim of Ahmed Beyle of Toronto for accident benefits under a policy of automobile insurance, knowing that the Psychological Assessment falsely stated that Dr. Anthony Toneatto of Toronto conducted the examination of Ahmed Beyle.

[c] . . . have RPG to believe and do believe that Ideal Therapy Inc. on or about August 3, 2006, did commit the offence of knowingly making a false or misleading statement or representation to an insurer in order to obtain payment for goods or services provided to an insured, whether or not the insured received the goods or services, contrary to section 447(2)(a.3) of the *Insurance Act*, R.S.O. 1990 Chapter I.8, by submitting a Treatment Plan (OCF-18) to Pembroke Insurance in relation to the claim of Ahmed Beyle for accident benefits under a policy of automobile insurance, knowing that the Treatment Plan falsely stated that Dr. Anthony Toneatto of Toronto was the Health Practitioner who signed the confirmation that the information in the Treatment Plan is accurate, the confirmation that Dr. Anthony Toneatto reviewed the Treatment Plan with the Applicant, and the confirmation that the goods and services contemplated are reasonable and necessary for the treatment and rehabilitation of the applicant, Ahmed Beyle, for the injuries identified in Part 7 of the Treatment Plan.

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employment information for Telekome Inc. This additional information was captured in a second, signed statement (page 270).

- The phone number on the OCF-2 for Telekome Inc. is the contact phone number that Lo-Well Holdings provided for Osman Abukar of Ideal Therapy (416-305-9934).
- IBC attempted to obtain an interview with Deeqa Abdullahi. The scheduled appointment was cancelled by the claimant.

TD Meloche Monnex – Claim 2875581-1

- TD Meloche Monnex referred the above claim to IBC (page 272). The claimant, Rosina Boadu, was involved in a motor vehicle accident on February 23, 2007. The following information was obtained during the investigation of this loss:
  - Rosina Boadu was represented by Verna Powell-Thorning, E& G Consulting.
  - The claimant attended Alpha Therapy.
  - She alleged employment at Telecome Inc., 2470 Eglinton Avenue, Toronto. The telephone number on the OCF-2 is 416-305-9934. The OCF-2 was signed by Osman Nur on April 17, 2007 (page 281)
  - Pay stubs were provided from Telecome Inc., 2470 Eglinton Avenue W, Toronto (page 283).
  - Rosina Boadu provided a signed statement (page 285) on April 12, 2007 where she states that she was employed with Telecome Inc. since January 2007. The office is located at 2470 Eglinton Avenue West, but she states that it is at Avenue Road. She says that the company employees 40-50 people. She was allegedly paid by cheque and provided copies of pay stubs. Deductions were taken from her pay for Income Tax, Employment Insurance and Canada Pension Plan. She claims to have worked Monday to Friday from 8 am to 5 or 6 pm.
  - Investigation by TD Meloche Monnex revealed that the claimant was actually employed at Winpak at the time of the motor vehicle accident. Information was obtained from this company (page 295). Given this information, **the employment documentation from Telecome Inc. was not true. Rosina Boadu never worked for this company.**
  - TD Meloche Monnex denied the IRB claim as a result of the above misrepresentation and nondisclosure (page 302).
- The name of the employer is spelled differently than what the corporation profile report states. The pay stubs provided have the incorrect spelling.

State Farm Insurance – Claim 60-C643-229

- State Farm referred the above claim to IBC for further investigation. The following information was obtained from the claim for Hamda Osman:

- The claimant is represented by Verna Powell-Thorning, E&G Consulting.
  - The claimant attended Alpha Therapy.
  - The claimant alleged employment at Telekom Inc., 2470 Eglinton Avenue W, Suite 901, Toronto. The contact number is 416-305-9934. The OCF-2 was signed by Claudia Alvan, Manager, on January 10, 2007 (page 314).
  - Pay stubs were provided as proof of employment (page 315). Deductions were allegedly taken for Income Tax, EI and CPP.
  - State Farm Insurance has denied Income Replacement Benefits (page 323) based on a Psychological Insurer's Examination.
- The address on the OCF-2 for Telekom Inc. is consistent with one of the addresses on the driver's license histories for both Osman Abukar and Abukar Abukar.
  - The pay stubs provided by Hamda Osman differ from those provided by Rosina Boadu. Page 20 compares the two pay stubs.

#### Security National – Claim 2814317

- Security National submitted the above claim for further investigation by IBC. The following information was obtained from the claim made by Halima Jama:
  - The claimant is represented by Verna Powell-Thorning, E&G Consulting.
  - The claimant attended Alpha Therapy.
  - Halima Jama alleges employment at Tasko Services. The OCF-2 was signed by Osman Abukar on February 20, 2007 (page 332). The address is 2701 Keele Street, Toronto. The telephone number is 416-305-9934.
  - Halima Jama provided a signed statement on March 1, 2007 (page 334). In this statement, she says that she reported to Osman at Tasko Services. She alleges to be a cleaner.
  - Security National requested pay stubs, but they have not been provided.
  - **Following the interview with Deeqo Abdullahi, Verna Powell-Thorning told Linda Liorti of Security National that Halima Jama was not in the vehicle at the time of this accident.** A statement has been requested from Linda Liorti. It will be forwarded upon receipt.
- The phone number on the OCF-2 from Tasko Services is identical to that of Telekom Inc. and that on file at Lo-Well Holdings for Osman Abukar.
- The address for Tasko Services is 2701 Keele Street, Toronto. **This address does not exist.** It was the former site of a Canadian Tire store, but it was rezoned and townhouses were built at that location. The Toronto Staff Report describing the changes to this site can be found on page 344.
- The following information was obtained from the claim made by Muna Mohamed:
  - The legal representative is Verna Powell-Thorning, E&G Consulting.

- The claimant attended Alpha Therapy.
- In a statement taken February 26, 2007, Mohamed states that she was employed at Telecome Inc., which she describes as being located at Dixon and Martingrove (page 360).
- The OCF-2 was signed by Osman Abukar on January 30, 2007 (page 367). The address is 2470 Eglinton Avenue W, Suite 901, Toronto. The phone number is 416-305-9934.
- The OCF-2 has the spelling of Telekome Inc. correct. The insured spelled it incorrectly during her statement.
- The insurer requested pay stubs as proof of employment at Telekome Inc. They have not been provided.
- **During discussions with Verna Powell Thorning, it was revealed that this claimant did not work for Telekome Inc.** An attempt was made by Linda Liorti of Security National to obtain a statement from Muna Mohamed. The claimant has now retained a lawyer, and refuses to provide any further information.

Lombard Insurance – Claim 5504D0282

- Lombard Canada referred the above noted claim to IBC for further investigation (page 373). The accident occurred on February 23, 2007. There were three passengers in the taxi that is insured with Lombard; Monsurat Baiyewu, John Mensah and Rosina Boadu. All sustained injuries as a result of the motor vehicle accident. Boadu was discussed earlier in this report. The following information was obtained from the investigation pertaining to John Mensah:
  - The claimant was represented by Verna Powell-Thorning, E&G Consulting.
  - The claimant attended Alpha Therapy.
  - In the Accident Benefits First Contact form (page 382), the claimant identifies his employer as Alpha Comp Ltd. He describes it as an advertising company. He stated that he had worked there for 3 years and that he has been off work since the accident.
  - The OCF-2 was received on April 27, 2007. It pertains to the employment of John Mensah at Telecome Inc., 2470 Eglinton Avenue W, Toronto. The contact number is 416-305-9934. The form was signed by Osman Nur on April 10, 2007 (page 383).
  - Pay stubs were provided as proof of employment (page 385).
  - The Lombard investigator attempted to meet with Osman Nur. He first stated that the address of Telecome was 2470 Eglinton Avenue East. The investigator went by this address and it does not exist. Osman Abukar also stated that they have another location: 5316 Dundas Street West. The Lombard investigator went by this location and found that it was a boarded up empty lot. Further investigation revealed that it is owned by Scotts Restaurants. Information from Arlene Lange, Lombard Canada, with respect to this can be found on page 387.

- In an Examination Under Oath (EUO) provided to Lombard Canada, John Mensah describes his employer as Telecome Inc. He states that there are more than 20 people working there. It is a one floor building with one big room and machines in it. The notes taken from the EUO can be found on page 391.
- Lombard Canada denied the income replacement benefit as the information provided with respect to employment was inconsistent. The OCF-9 can be found on page 399.
- The name of the company on the pay stubs and on the OCF-2 is not spelled the way the business is registered.
- The address provided by Osman Nur to the investigator is not consistent with the registered address of Telekome Inc.
- The pay stubs appear to be identical to those submitted by Rosina Boadu, but differ from those submitted by Hamda Osman.

#### Verna Powell-Thorning

Throughout the course of this investigation, Verna Powell-Thorning has removed herself from several claims where Telekome Inc. has been listed as the employer. She has spoken to numerous investigators and provided each with information relating to their claims.

#### *Arlene Lange – Lombard Insurance*

- Verna Powell-Thorning spoke to Arlene Lange on June 20, 2007 regarding the claims for John Mensah and Monsurat Baiyewu.
  - She stated that she no longer represents these claimants, and in fact that she had sent out over 20 letters to insurers withdrawing her from these files.
  - She stated that Nana Bonsu brings people to her and that he has 4 clinics where people go for treatment. These include Ideal Therapy, Alpha Therapy, Horizon Health Centre and 2 in Markham.
  - Later the same day, Verna Powell-Thorning called Arlene Lange again and stated that Nana Bonsu had changed his name to Osman Abukar or Abuukat.

A summary of these telephone conversations were provided by Arlene Lange and can be found on page 402.

#### *Andrew Rosen – State Farm Insurance*

- Verna Powell-Thorning contacted Andrew Rosen, Investigator for State Farm Insurance on June 26, 2007 regarding his claim 60-C643-229. The named insured is Zahra Hersi. Interviews had been scheduled with the named insured and one claimant, Hamda Osman.

- Verna Powell-Thorning advised Andrew Rosen that she no longer represented Hamda Osman and that her employment was not legitimate. This claimant has been discussed earlier in this report. She alleged employment at Telekome Inc.
- Andrew Rosen spoke with Verna Powell-Thorning the following day regarding the same claim. She advised that she no longer represented any of the claimants and that the accident itself was not legitimate. She stated again that the employment of Hamda Osman was not legitimate.

A summary of these telephone conversations were provided by Andrew Rosen and can be found on page 404.

*Brad Mitchell – State Farm Insurance*

- Verna Powell-Thorning contacted Brad Mitchell inquiring about State Farm's investigation into some of her clients.
  - She admitted to having spoken to Andrew Rosen and that State Farm was investigating an employer that operated out of a PO Box and had around 50 employees.
  - On July 13, 2007, Verna Powell-Thorning contacted Brad Mitchell again with respect to a specific claim, 60-C652-843. The insured is Omer Ahmed Hilal. She stated that she suspected that the claimant was not attending therapy. Verna Powell-Thorning also stated that at least 2 AB claimants were not in the vehicle at the time of the collision. She is no longer representing the claimants on this file.

A copy of the notes made by Brad Mitchell can be found on page 405.

Additional information regarding contact with Verna Powell-Thorning is expected from Linda Liorti of TD Insurance. Once received, the statement will be forwarded to FSCO.