

Court File No. CV-14-500766

ONTARIO
SUPERIOR COURT OF JUSTICE

KT/sp

B E T W E E N:

UNIVERSITY OF TORONTO GRADUATE STUDENTS' UNION
Plaintiff

- and -

CANADIAN FEDERATION OF STUDENTS and
CANADIAN FEDERATION OF STUDENTS - ONTARIO
Defendants

This is the Cross-Examination of ASHKAN HASHEMI on
his Affidavit affirmed the 21st day of May, 2014, held at
the Offices of VICTORY VERBATIM REPORTING SERVICES, Suite
900, 222 Bay Street, Ernst & Young Tower, Toronto-Dominion
Centre, Toronto, Ontario, on the 12th day of June, 2014.

APPEARANCES:

DANIEL DEL GOBBO --- for the Plaintiff
TODD J. BURKE --- for the Defendant,
Canadian Federation
of Students
TUDOR CARSTEN --- for the Defendant,
Canadian Federation
of Students - Ontario
ANDREW MONKHOUSE --- for Ashleigh Ingle

ALSO PRESENT:

Bradley Evoy

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1 ASHKAN HASHEMI, affirmed

2 CROSS-EXAMINATION BY MR. DEL GOBBO:

3
4 1. Q. Mr. Hashemi, thank you so much for
5 coming in today. You understand that you're making
6 yourself available for cross-examination in this
7 matter?

8 A. Yes.

9 2. Q. You're here on behalf of the
10 Canadian Federation of Students - Ontario?

11 A. Yes.

12 3. Q. I'll refer to them as CFS-O. If I
13 refer to anything and you don't understand me or you
14 would like clarification, please let me know.

15 You understand that your answers in this
16 examination are binding on CFS-O?

17 A. Yes.

18 4. Q. Okay. In your current position as
19 internal coordinator, are you a permanent employee
20 of CFS-O?

21 A. Yes.

22 5. Q. Are you paid a salary by CFS-O?

23 A. Yes.

24 6. Q. You're not a current member of the
25 CFS-O executive committee?

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1 A. I'm not.

2 7. Q. When did you begin in that role as
3 internal coordinator?

4 A. As an internal coordinator, I
5 believe it was around 2000, 2001. I don't have a
6 full date.

7 8. Q. Thank you. Now, I'll just have you
8 turn quickly to CFS-O bylaw 9. I don't believe this
9 is attached to your affidavit, but you refer to Mr.
10 Evoy's affidavit. So I'll take you there for
11 expedience. I believe it's at tab C.

12 Bylaw 9, you will agree with me that this
13 bylaw accurately represents the composition of the
14 CFS-O executive committee?

15 A. Give me one moment, please.

16 9. Q. Sure. Section 2 specifically.

17 A. Yes.

18 10. Q. Okay. So as a voting member of CFS-
19 O, is it fair to say that UTGSU is bound by CFS-O's
20 bylaws?

21 A. I believe so.

22 11. Q. And that the bylaws constitute a
23 contract between CFS-O and UTGSU?

24 A. I believe so.

25 12. Q. And that the bylaws and the

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1 contractual requirements in the bylaws apply equally
2 to CFS-O as they do to UTGSU?

3 A. Sorry, can you restate that?

4 13. Q. Sorry. I would just like to confirm
5 that the bylaws as represented in the contract
6 between UTGSU and the CFS-O are equally binding on
7 UTGSU and CFS-O?

8 A. That's my understanding.

9 14. Q. Are there any current member local
10 associations of CFS in the province of Ontario which
11 are not also local association members of CFS-O?

12 A. No.

13 15. Q. And similarly, are there any local
14 member associations of CFS-O that are not also local
15 member associations of CFS National?

16 A. No.

17 16. Q. Are there individual student members
18 of CFS-O who are not members of CFS?

19 A. No.

20 17. Q. Okay. Does CFS-O have a list of its
21 own members in the province of Ontario?

22 A. Individual members?

23 18. Q. I'll rephrase my question to
24 clarify. Does CFS-O have a list of its own
25 individual members that attend the University of

Toronto?

2 A. No.

3 19. Q. So I take it...

4 A. Not a current list, no.

5 20. Q. So I take it that CFS-O doesn't have
6 a current list of its individual members who are
7 also UTGSU members?

8 A. No.

9 21. Q. Could you turn to paragraph 12 of
10 your affidavit?

11 A. Are we done with this?

12 22. Q. For now. I may ask you to return to
13 it. So in paragraph 12 you are describing a letter
14 from Mr. Woods, and you can bring it up if you would
15 like to refer to it. It's Exhibit G to Mr. Evoy's
16 affidavit.

17 This is an e-mail...or rather, it's a
18 letter from Mr. Woods, the chairperson of the CFS-O
19 dated October 3rd, 2013, addressed to Mr. Evoy. Is
20 that correct?

21 A. Do you mind if I just review it for
22 a second?

23 23. Q. Sure. So if you would turn to your
24 paragraph 12?

25 A. Yes.

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1 24. Q. You describe the letter, and then in
2 the last sentence you state that:

3 "...Mr. Woods makes no reference in his
4 letter to the petitions being in order..."

5 A. Yes.

6 25. Q. Do you see that?

7 A. Yes.

8 26. Q. So by this, do I take it that your
9 position is that Mr. Woods asked for the assistance
10 of UTGSU in procuring membership lists, but that
11 those lists were not needed in determining whether
12 the petition was in order?

13 A. No, my statement about being in
14 order is just a response to Mr. Evoy's affidavit,
15 and just in terms of the use of the phrase "in
16 order". It's not something that I'm familiar with
17 in our deliberations. I think we use other words,
18 like "valid" "invalid", those kind of words, but I
19 have never come across the phrase "in order", and
20 that is what I am referring to, not what you stated
21 earlier.

22 27. Q. If I could just direct you back to
23 the CFS-O bylaw?

24 A. M'hm.

25 28. Q. It's at...

1 MR. CARSTEN: Just tell me the page
2 number. It's easier.

3 29. MR. DEL GOBBO: Sure, it's at page 117,
4 Exhibit 6 to Mr. Evoy's affidavit.

5 MR. CARSTEN: One second. We're there.

6
7 BY MR. DEL GOBBO :

8 30. Q. You stated that you didn't generally
9 use the term "in order" in your deliberations. I
10 would just like to clarify my understanding of
11 section 5 of CFS bylaw 2.

12 A. Yes.

13 31. Q. Section A and then subsection 7. It
14 states that:

15 "...The executive committee will have the
16 sole authority to determine whether the
17 petition described in bylaw 2, section
18 5(a)..."

19 A. Right.

20 32. Q. And for clarification, that's a
21 petition on a question of continued membership in
22 CFS-O is in order.

23 A. Yes. I misspoke.

24 33. Q. Okay. So your position is that CFS-
25 O executive committee has the discretion, and the

1 sole discretion, to determine whether a petition to
2 decertify is in order?

3 A. Yes, I think that is what that bylaw
4 consists, yes.

5 34. Q. Okay, thank you, but Mr. Woods
6 doesn't make any reference to that in his letter?

7 A. Sure.

8 35. Q. But by doing so, he wasn't
9 suggesting that that bylaw somehow wasn't binding on
10 CFS-O?

11 A. No, sure.

12 36. Q. Okay, if you could return to the
13 bylaw, bylaw 2, section 5?

14 MR. CARSTEN: Give us a page.

15 37. MR. DEL GOBBO: Sure, one moment, page
16 117, subsection 1.

17
18 BY MR. DEL GOBBO :

19 38. Q. You can read that. As I understand
20 it, it states that:

21 "...A petition must be delivered by
22 registered mail to the head office of CFS-O
23 not less than six months prior to the
24 vote..."

25 A. Yes.

1 months after receiving it, that petition, as you
2 know, in compliance with the bylaw, will have
3 specific dates on it.

4 A. M'hm.

5 44. Q. If CFS-O, for whatever reason, can't
6 make a determination in those six months, and those
7 dates pass, is it possible that that petition could
8 be used as the basis for a vote that is scheduled
9 later?

10 MR. CARSTEN: How is this relevant to
11 what happened in this case?

12 45. MR. DEL GOBBO: Well, I mean, it's
13 important because we're asking for, you
14 know...we're seeking certain remedies as to
15 a vote. One of the petitions at issue has
16 the specific dates on it in compliance with
17 CFS-O bylaws.

18 I think it's an open question as to
19 whether CFS-O would consider that petition
20 to be in compliance with the bylaw since
21 those dates have now passed.

22 MR. CARSTEN: So this has to do with if
23 the judge reinstates the petition, whether
24 it can go ahead to a future date?

25 46. MR. DEL GOBBO: Yes, among other things.

1 39. Q. Do you see that?

2 A. Yes.

3 40. Q. By "vote" do you understand it to
4 mean that that is the voting days, as the bylaws
5 require, are included on the pages of the petition
6 itself? You'll recall that in the petition in this
7 case it was March 24th to 28th.

8 A. I want to be totally certain. Can
9 you just repeat your question, please?

10 41. Q. Sure. Just in bylaw 5(a)(i) it
11 imposes a requirement, as I understand it, that the
12 petition must be delivered by registered mail to the
13 CFS-O not less than six months prior to the vote.

14 A. Yes, I believe that's referring to
15 the voting dates proposed in the petition.

16 42. Q. So for example, in this case, the
17 petition reads March 24th to March 28th. Those are
18 the dates that are on the face of the CFS-O petition
19 you will agree?

20 A. Yes.

21 43. Q. Okay. I'm just trying to understand
22 what happens if CFS-O under...we just talked about
23 how they have the sole authority to determine
24 whether a petition is in order. If they can't
25 determine whether a petition is in order within six

1 MR. CARSTEN: If the judge restates the
2 petition, does it matter what CFS-O thinks?

3 47. MR. DEL GOBBO: Well, I'm not going to
4 surmise as to what a judge will or will not
5 rule. I'm just saying that it's not clear
6 to me if, for whatever reason CFS...I'm
7 trying to understand the scope of its
8 discretion under this bylaw.

9 In this case, we have a petition
10 which has specific dates on it of March
11 24th to March 28th in compliance with CFS
12 bylaw 5(a)(ii). So it's not clear to me...

13 MR. CARSTEN: What discretion they have?

14 48. MR. DEL GOBBO: ...what discretion they
15 have in light of that requirement.

16 MR. CARSTEN: I'm going to refuse on the
17 basis of relevance, because that's not what
18 happened here, and the remedy that you're
19 asking from the court, my client's opinion
20 on how they would interpret, in a situation
21 where they could make a determination
22 within a six months, is irrelevant. So I'm
23 going to refuse.

24
25 BY MR. DEL GOBBO :

49. Q. If the CFS-O petition in this case...as you know, it's March 24th to March 28th on its face. Would that petition be...could that petition be used to substantiate a vote taking place on any other days?

MR. CARSTEN: What does it matter? Sorry, help me with the relevance. Again, if the judge reinstates the petition and finds that we did something improper, his answer is irrelevant.

50. MR. DEL GOBBO: Again, I'm not surmising as to what a judge will say. At the end of the day, we have a petition. That petition...you know, I believe that the relief that we are seeking in the Notice of Application is that after the judge's order is made, that the referendum process will continue in compliance with CFS and CFS-O bylaws.

That would include bylaw 5(a)(ii), and it's not clear, given in light of that, what position CFS-O would take or how they interpret their own bylaw in respect of the fact the petition needs to provide dates on it.

January 15. Then it underlines what the wording for the petition shall be:

"...We, the undersigned, petition the executive committee of the Canadian Federation of Students - Ontario to conduct a vote on decertification from the Canadian Federation of Students - Ontario..."

And then the bylaw stipulates that:

"...The original unaltered petition must be delivered in its entirety..."

This is 5(a)(iv):

"...Petitions received that are not original copies, have been altered in any manner, or have been received by any means other than registered mail are not valid..."

54. Q. I don't want to interrupt you, but just in the interests of time...

A. Sure.

55. Q. ...is your answer going to be that it's all of the items enumerated under 5(a)?

A. Yes, like I said earlier, there may be other things that I'm not...that I may have forgotten. They're not coming to me immediately.

56. Q. Okay. Can you name any of those

MR. CARSTEN: That's a refusal.

BY MR. DEL GOBBO :

51. Q. Mr. Hashemi, what factors may CFS-O's executive committee consider in determining whether a petition is in order?

A. The...I think the short answer is the factors contained in the bylaws.

52. Q. Could you be more specific?

A. Sure. So essentially bylaw...essentially, but not exclusively. There may be others that I'm going to miss, but bylaw 2, section 5(a), petition, and it's contained there. So the petition has to have been circulated, collected and submitted by individuals belonging to the member local association in question, that it's signed by a notary public, and delivered by registered mail to the head office of the federation not less than six months prior.

53. Q. Okay.

A. Two, the petition must include the exact dates and times of the proposed vote, and then there are some blackout dates as far as when voting cannot take place, April 15th...sorry, between April 15th to September 15th, or between December 15th and

others now or...

A. I mean, I think, generally if they were...petitions were procured in a way that was illegal, that would probably play a large part in the executive committee's determination.

57. Q. Okay. Just to give you an example, Ms. Watson used an example of, for example, signatures procured by bribery. Would that be something...that would be an example of what you mean by illegal or...

A. I mean, perhaps. I don't...we have never encountered that situation, so I couldn't tell you.

58. Q. Okay. Ms. Watson also mentioned, at least in the context of the CFS-O bylaws, that it might be relevant if signatures were...names were entered on the signature while the petitioners were drunk. Is that something that CFS-O would have discretion to consider?

A. Again, we have never encountered that. The executive may consider that. It's certainly unethical to do that, but I'm not sure if...like, if that would play a role. I'm not positive.

59. MR. DEL GOBBO: Okay. Could you give an

undertaking to identify any provisions in the bylaws, apart from 5(a), that stipulate what factors or what may be relevant to a consideration of the discretion the executive committee has to determine whether a petition is in order?

MR. CARSTEN: Yes, we'll give that

undertaking, yes.

U

60. MR. DEL GOBBO: Thank you.

MR. CARSTEN: Anything other than what Mr. Hashemi has already said.

61. MR. DEL GOBBO: Yes, that's fine. Thank you.

BY MR. DEL GOBBO :

62. Q. If you could just look at bylaw 2, section 5, section 8?

A. "An individual member"?

63. Q. Yes:

"...may request that her name be removed from a petition..."

A. Yes.

64. Q. Did the CFS-O executive committee receive any requests from students to have their names removed from the petition in this case?

that there is but...

A. Because I am certain that's what the motion said.

70. Q. Okay, thank you. Just turn to paragraph 13 of your affidavit, please. So here you include text from a motion, which you state was passed at a CFS-O executive committee meeting?

A. Yes.

71. Q. And this is, I think, where you're stating that Mr. Woods and Ms. Goldfinch are authorized to review the petitions submitted by the two local student unions?

A. Yes.

72. Q. And you said Mr. Woods was the Ontario chairperson?

A. That's right.

73. Q. And Ms. Goldfinch, she's the national executive representative?

A. That is correct.

74. Q. So one of Ms. Goldfinch's major responsibilities is acting as the liaison between CFS-O and CFS. Is that fair?

A. It's one of her responsibilities, yes.

75. Q. What are her other responsibilities?

A. No.

65. Q. Were there any other names struck on the UTGSU petition in respect of CFS-O for any other reason before the petition was sent to Deloitte?

A. No.

66. Q. So you will recall from being present at Ms. Watson's examination yesterday that she indicated there were specific individuals on the CFS national executive who were delegated the responsibility to manage the petition verification process. Is that fair?

A. Yes.

67. Q. So in the case of CFS-O, were there certain individuals on the executive committee who were delegated the responsibility of this issue, or was it the entire executive committee who shared...

A. Alastair Woods, who is the Ontario chairperson, and Anna Goldfinch, who is the national executive representative were delegated that authority.

68. Q. So they would often make decisions on behalf of the entire executive committee?

A. Yes, on this particular issue.

69. Q. Okay. If there is anyone else, could you undertake to confirm that? I don't think

A. She...I mean, I can reference the bylaw where she talks about her duties, if you like. I don't know them off the top of my head.

MR. CARSTEN: Does it matter?

BY MR. DEL GOBBO :

76. Q. Insofar as if they are completely integrated by the bylaws, that answer is sufficient, if you would agree?

A. Plus general day-to-day office work. None of us are specialists. We're generalists. So she does a lot of general work.

77. Q. Okay, and my understanding is that she sat on the CFS-O executive committee and the CFS national executive. Is that fair?

A. Yes, I believe that's correct.

78. Q. So Ms. Goldfinch, at least, it would have been an important job of hers to keep CFS national apprised of important developments throughout the year in respect of this petition issue?

A. I'm not sure. That's certainly not her role on the Ontario executive committee. She has a separate role. I'm assuming when she was at national executive meetings that is what she...yes.

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79. Q. Okay. My understanding, and you can correct me if you're not clear, is that she would have made regular reports to the national executive regarding this issue, and that is provided in the national executive minutes. Do you have any knowledge of that?

A. I don't have any knowledge of that, no.

80. Q. Are there any other people at CFS-O communicating with CFS about these petition issues throughout the year?

A. I mean, I had very...I had some communication with Vanessa Hunt, as is referenced in the various...what are they called? Tabs at the back of the...what are those called?

MR. CARSTEN: Just tabs or exhibits.

THE DEPONENT: Yes, those tabs. We were often c.c.'d on the same e-mails, because there was...you know, we were, I think...I am not sure about her, but we were delegated as the point people on some of the communications, so yes.

BY MR. DEL GOBBO :

81. Q. Okay. At paragraph 15 of your

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affidavit you state that:

"...Mr. Woods wrote to Mr. Evoy on November 1st, 2013 to advise that the CFS-O does not believe it was appropriate for the university to check the veracity of the petitioners' status..."

Is that fair?

A. Yes.

87. Q. Was CFS-O aware at this time that the university had expressed concerns surrounding privacy law?

A. I can't recall. I can't recall if we were...I know we were made aware at some point. I don't know if it was before or after November 1st. I can't recall that.

88. Q. Okay.

A. Sorry.

89. Q. I'll just direct you, because I think it will probably refresh your memory, to Exhibit I to Mr. Evoy's affidavit. If you look at the e-mail from Mr. Woods to Mr. Evoy, dated November 1st, 2013...it's at the bottom of the first page. If you scroll to the second paragraph, you see that...

A. Yes.

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affidavit you state that:

"...Mr. Woods of CFS-O received no response to his letter of October 3rd, for which reason he wrote again on October 21st to Mr. Evoy..."

Is that fair?

A. That's what it says, yes.

82. Q. Was CFS-O aware that Mr. Evoy was in contact with the university during this period?

A. I don't believe we were, but I'm not positive.

83. Q. But you were aware that it was incumbent on the UTGSU to attempt to obtain the membership list from the university? I believe that had been requested of the UTGSU.

A. Yes, that was a request on October 3rd. So I guess we were hoping he had been in contact with the university in the interim.

84. Q. And it's fair to say that you probably assumed that he did?

A. No, I didn't assume that.

85. Q. Okay, but you were hoping that he was, hoping?

A. Certainly.

86. Q. Okay. In paragraph 17 of your

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90. Q. ...Mr. Woods is commenting that he doesn't share the opinion...

A. Yes, I see that.

91. Q. ...that privacy legislation is engaged. Is that fair?

A. Yes, I see that.

92. Q. So it's fair to say that by November 1st CFS-O was aware of that?

A. Yes, we were aware. We didn't necessarily agree at that time with the university's position.

93. Q. Sure. Was CFS-O aware at this time, then, that the context in which the university had agreed to review...or rather had offered to review the petitions was, in part at least, to alleviate some of these privacy concerns?

A. I'm sure that would have been part of why they made that offer.

94. Q. And you would have been aware of that on November the 1st?

A. I can't say for certain.

95. Q. Paragraph 19, you state that: "...The CFS-O has never permitted a university to verify a petition for a decertification vote..."

1 Do you see that?

2 A. Yes.

3 96. Q. So I believe I understand your
4 position in this litigation to be that CFS-O has
5 never delegated its authority under the bylaws to
6 another university to determine whether a petition
7 is in order. Is that fair?

8 A. Yes, that is certainly...that is the
9 case, yes.

10 97. Q. Are you aware that CFS-O has, in the
11 past, permitted universities to engage in a
12 preliminary review of a petition?

13 A. We have not. We have...not in my
14 time have we permitted that preliminary.

15 98. Q. So are you aware that such a
16 preliminary review was conducted in the University
17 of Guelph Central Students' Association case?

18 A. In the University of Guelph case,
19 the administration took it on their...of their own
20 volition and accord to conduct that review. We
21 opposed them doing that. We never consented to it,
22 and it was, in fact, one of the reasons why that
23 case went to trial, and then we won on appeal.

24 So it was not...it would be unfair to
25 characterize that as us consenting in any way. We

1 societies. Do you see that?

2 A. Yes.

3 103. Q. And that in this case that...so you
4 understood from this e-mail that Mr. LeSage did not
5 wish his office to be dealing directly with CFS in
6 respect to the...with CFS-O in respect of these
7 issues?

8 A. We were a little, I guess, baffled
9 by this e-mail. We didn't quite understand what it
10 meant. It takes...I think you'll agree it takes
11 some decoding, but we were surprised because Mr.
12 Woods has previously...when he was reporting back on
13 his conversations with Mr. LeSage, had indicated
14 that he had a very frank and pleasant conversation
15 with Mr. LeSage, and so we were a little taken aback
16 by this sudden sort of...what we thought was a bit
17 of a change in the tone, but otherwise, yes, it
18 does. I mean, once you read through it, it does say
19 that they will directly...they only want to deal
20 directly with the student...I think it's called
21 student...what do they call them? Student
22 societies.

23 104. Q. Student societies, so UTGSU in this
24 case?

25 A. Yes.

1 actually did not consent to that.

2 99. Q. And I believe that the primary
3 reason you won on appeal was that no reasons were
4 issued by the trial judge. Is that fair?

5 A. I believe that's the case, yes.

6 100. Q. Can you turn to Exhibit L of Mr.
7 Evoy's affidavit, please? So do you see here in the
8 second paragraph that...rather, is an e-mail from
9 Mr. LeSage of the university to Mr. Woods of CFS-O.
10 Is that fair?

11 A. Yes.

12 101. Q. Do you see that Mr. LeSage is
13 informing Mr. Woods that, in the second sentence of
14 the second paragraph, that he wants to reiterate
15 that the university office...the office of the vice-
16 provost of students should deal directly with the
17 university's student societies on issues that
18 pertain to their membership?

19 A. Yes.

20 MR. CARSTEN: It doesn't say "should".
21 It just says "does".

22 BY MR. DEL GOBBO :

23 102. Q. Correct, you're right, thank you,
24 deals directly with the university student
25

1 105. Q. Do you understand that the reason
2 that the university was taking this position was
3 because of the privacy concerns relating to the
4 confidential membership information?

5 MR. CARSTEN: Your question assumes.
6 You can ask him what he understood the
7 reason to be. You can't ask him whether he
8 understood that it was that. The question
9 presupposes that you're right, and that was
10 the reason.

11 BY MR. DEL GOBBO :

12 106. Q. I didn't mean to trick...I'm not
13 trying to trick Mr. Hashemi. I expected if he
14 understands it differently that he would clarify.

15 A. Do you mind restating your question,
16 please?

17 107. Q. So was your understanding that the
18 reason that the university took this position as
19 expressed in this e-mail was because of privacy
20 concerns with respect to membership information?

21 A. No, I don't...I mean, perhaps, but I
22 think...the way I took this was a formal restating
23 of the University of Toronto's position on some of
24 these issues that they have articulated elsewhere,
25

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1 so they only like dealing with the student societies
2 and not with what they would call external
3 organizations.

4 The reason why we didn't...why we
5 contacted Mr. LeSage directly, et cetera, was in the
6 past that we had assumed that that didn't apply to
7 us, and they would contact us. They did contact us
8 directly. I think in the past we have had many
9 conversations with them, so which is why, as I
10 indicated earlier, we were a little baffled by this
11 sudden sort of enforcement of the letter of the rule
12 when it comes to U of T.

13 108. Q. In light of this e-mail, given that
14 CFS-O had not yet received the confidential
15 membership list from the university, did you
16 understand then that it was a practical necessity
17 that UTGSU would have to be involved in those
18 communications in order to help facilitate the
19 process by which the membership list would be
20 provided?

21 A. I think once this e-mail was sent,
22 that that was made...that became clear. It wasn't
23 clear prior, because we had asked Mr. Evoy for Mr.
24 LeSage's contact info so we could contact him
25 directly, and it had been provided. So we just

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1 executive meetings. I'm not certain if there was a
2 national executive meeting during that time.

3 113. Q. So it's possible that Ms. Goldfinch
4 didn't actually communicate with CFS at all in
5 November, December, 2013 respecting the petitions?

6 A. Well, it's possible. I know that
7 there was a national general meeting during that
8 period. So that would be one time where I would be
9 surprised if there wasn't communication, but
10 otherwise, it wouldn't be surprising if it didn't
11 happen, especially through December, which is a kind
12 of a...

13 114. Q. Difficult month?

14 A. Yes, mercifully a dead time.

15 115. Q. Sure. If we turn to that mercifully
16 dead time, paragraph 30 of your affidavit?

17 A. Yes.

18 116. Q. So you are describing in this
19 paragraph a meeting that took place on December
20 20th, 2013 between representatives from the
21 university, the GSU and CFS-O. Is that right?

22 A. Yes.

23 117. Q. And in subparagraph B on the next
24 page you state that:

25 "...Mr. Evoy proposed that the university

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1 assumed that it was...you know, that was a way
2 around it.

3 109. Q. Thank you. So if you could turn to
4 paragraph 30 of your affidavit, please? I'm
5 actually not going to ask you about paragraph 30
6 right now, but just in general, we discussed earlier
7 Ms. Goldfinch's responsibilities as a member of the
8 CFS-O executive committee.

9 A. M'h'm.

10 110. Q. And how one of those
11 responsibilities was acting as a liaison with CFS.
12 Is that fair?

13 A. I believe that's one of her
14 responsibilities, yes.

15 111. Q. And so throughout this period,
16 November, December, 2013, as these discussions were
17 ongoing with UTGSU and the university, Ms. Goldfinch
18 would have been regularly updating CFS as respect to
19 any updates?

20 A. I'm actually not sure.

21 112. Q. Okay, but you would be surprised if
22 she wasn't, given her responsibilities?

23 A. No, I wouldn't be that surprised.
24 It's a busy time, so it may have not been, but
25 usually the updates are done formally at national

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1 carry out the verification..."

2 Is that right?

3 A. That's my recollection, yes.

4 118. Q. Now, you will agree with me this
5 wasn't the first time that this option was put to
6 CFS-O?

7 A. Yes.

8 119. Q. Okay. So you were aware by this
9 time that the university had already suggested that
10 it could review the names on the petitions?

11 A. I would have to review the e-mail
12 chain to be 100 percent. I think so, but a lot
13 happened at that time.

14 120. Q. Just to be clear, I think that you
15 discussed it, for example, in paragraph 16 of your
16 affidavit.

17 A. Give me one moment.

18 121. Q. You state that:
19 "...Mr. Evoy wrote to Mr. Woods and stated
20 that the university may be in a
21 position..."

22 A. Yes.

23 122. Q. That was October 25, 2013.

24 A. Okay.

25 123. Q. I'm returning now to paragraph

30(b). Did Mr. Eskenazi...who I understand to be a university representative, right?

A. Yes.

124. Q. Did he state at this December 20th meeting why having the university carry out the verification was not being considered?

A. I'm trying to think. I mean, he...my recollection is that when Mr. Evoy brought up this issue, Mr. Eskenazi almost jumped in and interrupted and said, "No, no, let's talk about that. That's not on the table. Let's move on," and I don't think there was any...I can't recall an actual explanation. It was more of an abrupt sort of interruption, and, "We're here to talk about other things. Let's not bring that up again," kind of intervention.

125. Q. So you can't remember, then, whether Mr. Eskenazi specifically stated that the option was not being considered because CFS had already rejected the option?

MR. CARSTEN: Didn't he just give you his answer about his full recollection of what was said?

126. MR. DEL GOBBO: Maybe the more specific question will refresh his memory.

MR. CARSTEN: Out loud or to himself?

BY MR. DEL GOBBO :

131. Q. To yourself is fine, just so you get familiar with it.

A. M'hm.

132. Q. Particularly the last sentence. Why was it indicated that if the university was to contribute financially, it would be on the basis that CFS-O pay the auditing firm and then invoice the university for the cost?

A. Yes, it's...I think it's...I mean we say "optics". I say "optics" in my affidavit. It's a perception issue that we want to make sure that...we were already feeling that, you know, that this is on...you know, the grounds around the executive committee having sole authority to verify the petition, and we wanted to make sure that if that...if a part of that role was delegated elsewhere, that we still retain that kind of control.

For better or for worse in this society there is a perception that she or he who pays the piper calls the tune, and we wanted to make sure that that wasn't...there was no confusion as to who

MR. CARSTEN: Is your memory refreshed by that more specific question?

THE DEPONENT: Could you re-ask it, please?

BY MR. DEL GOBBO :

127. Q. I asked specifically whether you recall that the reason that Mr. Eskenazi gave as to why this option was not being considered...by "option" I mean that the university carry out or review the petition was because CFS had already rejected the option?

A. I don't believe he stated that in his interjection. It was a much more general interjection.

128. Q. Okay. Do you remember what the content of the general objection was?

A. Like I stated, it was more just a, "Don't bring that up. Let's not talk about it. Let's move on. We have other things to talk about."

129. Q. Okay. If you could look at subparagraph (f) now?

A. Yes.

130. Q. If you could just read that subparagraph?

the sole authority rested with.

It was a perception issue. I don't think it would actually make much of a difference, but perception-wise, we felt it was important that it be an invoice procedure as opposed to a paying upright procedure...upfront procedure.

133. Q. Just to make sure I'm understanding you, it was a concern over the perception that someone other than CFS-O would have sole authority to instruct the auditing firm?

A. That would be part of it, but also to...yes, I mean, instruct and to sort of assert later on that they had some kind of instructional and/or verification rights over and beyond what is contemplated in our bylaws.

134. Q. Could I just ask you to turn to paragraph 33 of your affidavit, please?

A. Yes.

135. Q. So we were just talking about a meeting that took place on December 20th. Paragraph 33 talks about that:

"...On January 2nd the CFS-O gave notice of an emergency executive committee meeting..."

Do you see that?

1 A. That's correct, yes.

2 136. Q. I don't see any correspondence in
3 your affidavit between the dates of December 20th
4 and January 2nd. Is that fair?

5 A. That's fair, yes.

6 137. Q. Was there any correspondence between
7 the CFS-O, CFS, UTGSU or the university between
8 those dates that you haven't included?

9 A. No. As soon as that meeting ended
10 on the 20th, I went radio silence, because my
11 vacation started, so yes.

12 138. Q. Sorry, my question...I think your
13 answer will be the same because my question wasn't
14 actually clear. I should have stated communications
15 specifically with regard to the petition
16 verification issues that are the subject matter of
17 this litigation.

18 A. Yes, certainly, yes.

19 139. Q. And your answer is the same?

20 A. Yes.

21 140. Q. Okay. So you stated that you
22 provided a two-week notice?

23 A. Correct.

24 141. Q. Can you give me an undertaking to
25 provide that notice if it was in written form?

1 Deloitte was approved...

2 A. Yes.

3 146. Q. ...or the decision to approve a
4 third party auditor.

5 MR. CARSTEN: He is just providing
6 background.

7 THE DEPONENT: Yes, I'm just providing
8 some background.

9
10 BY MR. DEL GOBBO :

11 147. Q. Okay, I'm sorry.

12 A. Yes. So at the December 20th
13 meeting where we...Alastair and myself were present
14 on behalf of the Canadian Federation of Students -
15 Ontario. You'll note that we agreed in...I think
16 it's in principle or what is the phrasing I used?
17 Yes, we agreed in principle to an auditing firm
18 performing the verification process.

19 Now, it was felt that the individuals who
20 had been empowered by the executive committee to
21 conduct the verification process, namely Ms.
22 Goldfinch and Mr. Woods, had the authority to go
23 ahead and agree to the auditing firm conducting some
24 of the verification procedures, but we wanted to be
25 dead certain, and so we felt it was...just to make

1 A. Yes.

2 MR. CARSTEN: Yes, I'll give it to you.

3 Yes, we'll give that undertaking. U

4 142. MR. DEL GOBBO: Okay, thank you.

5
6 BY MR. DEL GOBBO :

7 143. Q. So is the reason that...this
8 decision to retain a third party firm, this needed
9 to be decided at an executive committee meeting
10 because it was an important decision in respect to
11 the petitions?

12 A. I think the individuals who had been
13 designated as the people who were...you know,
14 Alastair and Anna, who were...I think...the brief
15 conversation that I had with Alastair, who was at
16 the meeting, was that, "It may be within your
17 purview because of the motion that was passed
18 earlier at the executive committee meeting to go
19 ahead with Deloitte, but..."

20 144. Q. I'm sorry, you'll have to just break
21 this down for me a little bit more slowly.

22 A. Sure.

23 145. Q. Because I understand that the
24 meeting that took place on January 16th that you're
25 referring to in paragraph 33 is the meeting at which

1 certain, we would run it by the executive.

2 148. Q. Okay, and it was given, really, the
3 gravity of the decision?

4 A. I am not sure "gravity" is the
5 correct term. I think more that it's just where
6 possible, let's overview the process, I guess, to
7 just make certain.

8 149. Q. Okay. It's where possible...again,
9 that's in the case of decisions which are important
10 to the CFS-O?

11 A. Important is certainly one aspect,
12 but also, you know..."if possible" means, for
13 example, if the time allows or if you actually
14 can...if there is a window of opportunity, that it
15 isn't an emergency you need to resolve right away.

16 150. Q. Okay, if you could just refer to the
17 bylaw for a moment, I would like to ask you about
18 this notion. So you state that the two-week notice
19 was required by the CFS-O bylaws. Is that right?

20 A. Correct.

21 151. Q. Now, I would just like to confirm
22 which bylaw you're referring to. I will put a bylaw
23 to you. If you know offhand, which specific
24 bylaw...

25 A. I don't know offhand, no.

1 152. Q. So I'll put a bylaw to you. If I'm
2 incorrect, please let me know. If you turn to bylaw
3 9?

4 MR. CARSTEN: And where are you looking,
5 Mr. Del Gobbo?

6 153. MR. DEL GOBBO: Can you turn to the next
7 page under 4(c)?

8 MR. CARSTEN: That's where we're
9 looking.

10
11 BY MR. DEL GOBBO :

12 154. Q. Do you see it says:
13 "...Formal notice of executive committee
14 meeting shall be communicated no less than
15 14 days prior to the meeting taking
16 place..."

17 A. Yes.

18 155. Q. Now, I'm sorry, I might be missing
19 it, but is there a reference in this bylaw to
20 emergency meetings?

21 A. I don't believe so, but I would have
22 to double-check that.

23 156. Q. So in the interests of time, can you
24 give an undertaking to confirm whether...perhaps
25 I'll go about it another way. I'll ask another

1 of Order, which can mean a special meeting, the same
2 as a thing...it is a meeting that is scheduled
3 outside the regularly scheduled meetings.

4 162. Q. Okay.

5 A. Certainly reading that bylaw, I
6 think you could say that 72 hours' notice that could
7 have been provided. The other issue that is not
8 contemplated in my affidavit but that I believe you
9 should be aware is that there is also an issue with
10 making sure the meeting makes quorum, which is a
11 minimum number of students have...a minimum number
12 of members of the board have to be present for that
13 to take place.

14 It's not that easy at the best of times to
15 make quorum at a meeting, and it would certainly be
16 very difficult early in January. The reason that
17 January 16th was picked as the date for the
18 executive committee meeting, the special meetings,
19 emergency meeting, was that our Ontario general
20 meeting started on that date, the 16th to...it was a
21 Thursday, I believe, the 16th from Thursday to
22 Sunday, and that was a way to guarantee that
23 those...because board members generally come to the
24 general meeting was well. So it was a way to
25 guarantee that that meeting could take place, and

1 question. Then I'll ask for my undertaking and you
2 can advise then.

3 MR. CARSTEN: Okay.

4
5 BY MR. DEL GOBBO :

6 157. Q. There is a bylaw which I think could
7 be relevant that I would like to put to you, and
8 that's bylaw 3(1)(c).

9 A. Yes.

10 158. Q. So this, I believe, is referring to
11 that the executive committee may call an emergency
12 meeting of the federation on 72 hours notice.

13 A. Yes, I state that.

14 159. Q. So you state in your affidavit this
15 was an emergency meeting that was called?

16 A. Yes, I do state that.

17 160. Q. Is that right?

18 A. Yes.

19 161. Q. So in the context, will you agree
20 with me that 72 hours' notice is the appropriate
21 notice period?

22 A. Yes, let me provide a bit of
23 explanation. The term "emergency"...I think this
24 came up in Mr. Evoy's affidavit as well.
25 "Emergency" is a technical term under Robert's Rules

1 would have quorum, so that it wasn't a waste of
2 everyone's time and resources, to call a meeting and
3 try and hold one that may or might not or probably
4 would not have made quorum.

5 163. Q. Okay, I understand there are a lot
6 of considerations that must go into the scheduling
7 of a meeting on the simplest thing in a large
8 organization, but just so that I'm clear, the
9 evidence is clear, you would agree with me, then,
10 that consistent with the requirements of the bylaws,
11 an emergency executive committee meeting only
12 requires 72 hours' notice?

13 A. That is certainly what the bylaw
14 says, yes.

15 164. Q. So just to clarify your paragraph
16 33, then, that's likely a typographical error, that
17 it's not the two-week notice required, but it's 72
18 hours' notice required?

19 MR. CARSTEN: I don't think it's a
20 typographical error. It may just be a
21 mistake.

22 THE DEPONENT: I think I'm referring to
23 the wrong bylaw. You're being generous by
24 saying "typographical".
25

BY MR. DEL GOBBO :

165. Q. I didn't want to attribute a mistake to you, but I think that it's clear on the record that the 72 hours' notice was required.

Just for the sake of the record, just to correct one other thing, which is a small error, turn to Exhibit A of your affidavit.

A. Yes.

166. Q. These are the minutes from that executive committee meeting we were just referring to.

A. That is correct, yes.

167. Q. On the second page, if you look at the header, I think that the dates are wrong. I think that you mean January 16th.

A. Yes, I get made fun of in the office for doing that a lot. So yes.

168. Q. No problem. I just wanted to clarify that. Now, you notice how under 2(a) "Membership Development"...

A. Yes.

169. Q. ...it states that:
"...The discussion went in camera..."

A. Correct.

170. Q. Now, during that discussion was the

of Toronto around the...and the GSU around the hiring of a third party auditor.

174. Q. Okay.

A. Yes.

175. Q. And what was the conclusion coming out of that meeting?

A. The conclusion was the motion that you see, 003 there.

176. Q. Okay. Was it discussed at the meeting that there was any...I'll take those words back. I notice that there were a number of executive committee members present at this meeting.

A. Yes.

177. Q. I won't count them, but you'll see that they're all listed on the first page. Did any of them take any notes of the in camera portion of this meeting?

A. No, they're not allowed to.

178. Q. They're not allowed to?

A. Not during in camera.

179. Q. Can you confirm with these individuals that there are no notes that provide any more details as to what discussed during the in camera portion of this meeting?

MR. CARSTEN: I'm not sure we're going

issue of UTGSU's petition verification process raised?

A. Sorry, like...

171. Q. During the in camera portion of the discussion in this meeting, was the issue of UTGSU's petition verification process raised?

A. You mean the petitions submitted by Ashleigh Ingle, that petition?

172. Q. Yes, in respect of UTGSU.

A. I see. Can I talk about in camera things here? It's okay?

MR. CARSTEN: Yes.

THE DEONENT: Yes, okay. That was the main topic of discussion.

BY MR. DEL GOBBO :

173. Q. Okay, and what was discussed in the meeting?

A. The issue was...it was solely on the issue of the verification process. We had...you know, the executive committee...it had been reported back to in terms of...there was a report back on where the process was, like, where we were with the process, and specifically we put to the executive the proposal by the administration of the University

to go to that effort. I'll take that under advisement. U

BY MR. DEL GOBBO :

180. Q. Turning to paragraph 38 of your affidavit, and if you look at paragraph (c)?

A. Sorry, I'm just reading the general part of 38.

181. Q. Sorry.

A. That's okay. Paragraph (c)?

182. Q. Yes, and this is just to clarify that you gave two weeks' notice, but that the requirement under the bylaw, as we discussed was 72 hours' notice?

A. Yes.

MR. CARSTEN: Didn't we already do this?

183. MR. DEL GOBBO: It's just referencing a different paragraph I wanted to clarify for the record.

MR. CARSTEN: Okay.

BY MR. DEL GOBBO :

184. Q. If you could turn to subparagraph (i) now?

A. Yes.

1 185. Q. Here you're describing a
2 teleconference call that took place on January 22nd,
3 2014?

4 A. That's right.

5 186. Q. Do you see that in the last sentence
6 you state that:

7 "...Mr. Youssef and Mr. Hatherell of
8 Deloitte said that they would carry out
9 'firm protocols'..."

10 A. Yes.

11 187. Q. Could you explain what those firm
12 protocols are?

13 A. Yes, part of the reason it's in
14 quotes is that I'm still not fully certain. It was
15 my understanding that it was a conflict. They were
16 in a conflict situation and it's a standard
17 procedure that auditing firms do when they're taking
18 on a new client.

19 188. Q. Can you make inquiries of Mr. Salter
20 and Ms. Hunt to confirm whether they involved
21 anything else, apart from conflict searches, given
22 that you don't recall what...

23 MR. CARSTEN: Were they involved?

24 189. MR. DEL GOBBO: ...the firm protocols
25 are?

1 193. Q. Can you just confirm what the total
2 amount of the fee was that was paid to Deloitte in
3 respect of the petition verification, separate and
4 apart from the secondary review that CFS conducted
5 that we know was \$2,000?

6 MR. CARSTEN: Does it matter?

7 194. MR. DEL GOBBO: Well, again, there seems
8 to be an issue in respect to responsibility
9 for that fee, and...

10 MR. CARSTEN: I don't think so.

11 195. MR. DEL GOBBO: Well, I...

12 MR. CARSTEN: How is it an issue in the
13 application?

14 196. MR. DEL GOBBO: Well, there are
15 certainly questions that have been asked of
16 Mr. Evoy about UTGSU's responsibility for
17 those fees, and it has never been made
18 clear to us in respect of actually how much
19 that fee was, how much was ultimately paid
20 to Deloitte. I don't intend this to be
21 controversial.

22 MR. CARSTEN: It doesn't bother me. Go
23 ahead, answer the question, if you know.

24 THE DEPONENT: I don't believe we have
25 actually received the final invoice yet.

1 MR. CARSTEN: He just told you...he
2 answered that these were Deloitte's
3 protocols, that they weren't anything of
4 ours.

5 190. MR. DEL GOBBO: Yes, but he wasn't
6 complete in his recollection. He wasn't
7 certain, I believe, and there were other
8 representatives at the meeting. I was just
9 wondering whether he could confirm whether
10 his understanding is complete.

11 MR. CARSTEN: Okay, we'll undertake to
12 ask Mr. Salter and Ms. Hunt if their
13 recollection of what was meant by "firm
14 protocols" is any different from what Mr.
15 Hashemi has just said. U

17 BY MR. DEL GOBBO :

18 191. Q. If you just turn to the subparagraph
19 (l) now?

20 A. Yes.

21 192. Q. This is in regard to CFS-O's
22 decision to ultimately proceed with the second
23 option put forward by Deloitte, meaning option two
24 described in the subparagraph above?

25 A. Yes.

1 BY MR. DEL GOBBO :

2 197. Q. So Deloitte hasn't actually been
3 paid for its work yet?

4 A. I don't believe so. I'm not...I
5 mean, I can find out, but...

6 MR. CARSTEN: No, you're going to find
7 out, because it's irrelevant.

8 THE DEPONENT: I haven't...I actually
9 believe we haven't been invoiced yet.

11 BY MR. DEL GOBBO :

12 198. Q. Okay. Do you know if CFS has been
13 invoiced yet?

14 A. I do not. Actually, I should
15 clarify that. The answer would be no, because the
16 invoice would come to us, and we would...that was
17 the agreement with Deloitte, is that we would get
18 the invoice, and then...

19 199. Q. In respect of the CFS/CFS-O?

20 A. Yes, we would be sort of the
21 clearing house for the invoice.

22 200. Q. If I could ask you to look to
23 paragraph 48 of your affidavit, please? Here you
24 state that...and I don't want you to read this
25 paragraph out of context, but you state that:

"...The CFS-O expected that the university would make good on its promise to reimburse the CFS-O for the cost of retaining a third party auditor..."

I think the context is that the university had informed the CFS-O that they wouldn't be paying full the amount. Is that fair?

A. Yes, I think that's fair.

201. Q. So you state that when the university agreed to pay only a portion of those costs, the CFS-O agreed to nonetheless proceed with the process?

A. Yes.

202. Q. So is it your position that CFS-O had the discretion not to proceed with the process, in light of the university's decision on payment?

MR. CARSTEN: It doesn't matter.

203. MR. DEL GOBBO: I'm trying to understand what he said...what he means by the word "nonetheless". It's in Mr. Hashemi's affidavit. "Nonetheless", what does that refer to?

MR. CARSTEN: Even though they reneged, even though they said, "We're not going to pay for the whole thing. We're only going

of the university's responsibility, or rather, the university's agreement to pay a portion of the cost. Is that fair?

A. This is paragraph 48?

207. Q. Yes. I don't mean it to be a trick question. I simply...

A. Sorry, I zoned out for a moment.

What was the question again?

208. Q. Simply that this paragraph discusses generally the issue of the university's agreement to pay a portion of Deloitte's costs?

A. Yes, it's one of the paragraphs that deals with that, yes.

209. Q. So you'll agree with me that in the CFS-O engagement letter there is no reference to any party, other than the CFS or CFS-O, being responsible for paying Deloitte's costs?

A. In the engagement letter with Deloitte?

210. Q. Yes.

A. I believe that's the case, yes.

211. Q. So at the end of the day, notwithstanding the university's position on whether it would pay costs, CFS-O understood that the ultimate responsibility to cover Deloitte's costs

to pay a part." We still went forward. They had an agreement on the basis that the university would pay for the whole thing. They university came back and said, "Well, we can only pay a part," but we said, "Fine, we'll go forward anyway. We'll pay the rest." I don't see the mystery.

204. MR. DEL GOBBO: So your position is that CFS-O...or rather...that CFS-O...that they would have been in power, they would have had the prerogative not to move forward?

MR. CARSTEN: I already refused that question. Why are you asking it again?

205. MR. DEL GOBBO: I was restating it, nor had I finished the question.

MR. CARSTEN: I apologize. Please finish it.

MR. DEL GOBBO: CFS-O had the prerogative not to move forward to retain Deloitte in light of the university's decision not to pay the full fee?

MR. CARSTEN: Irrelevant.

BY MR. DEL GOBBO :

206. Q. This paragraph discusses the issue

would be CFS and CFS-O's?

MR. CARSTEN: I'm not sure if that's stretching into a legal conclusion, his understanding. No, go ahead. You can ask that question.

THE DEPONENT: Do you mind restating your question, please?

BY MR. DEL GOBBO :

212. Q. Sure. So notwithstanding the university's decision whether or not pay a portion of Deloitte's costs, did you understand that the CFS-O and CFS were responsible under the engagement letter to pay Deloitte's costs?

A. Yes, I mean, if costs had been accrued, yes.

213. Q. And just correct me if I'm wrong. I don't believe that the engagement letter provides that UTGSU would be responsible for any portion of Deloitte's costs?

A. It does not.

214. Q. Turn to paragraph 50 of your affidavit, please.

A. Yes.

215. Q. You state that you take issue with

1 Mr. Evoy's assertion that...this is Mr. Evoy's
2 quote:

3 "...UTGSU's preparations for the referendum
4 were delayed by CFS and CFS-O's decisions
5 in respect of the appointment of Mr.
6 Littley and the retainer of Deloitte..."

7 Do you see that?

8 A. I see that, yes.

9 216. Q. Are you member of UTGSU's executive
10 committee?

11 A. I am not.

12 217. Q. Are you currently a member of UTGSU?

13 A. No.

14 218. Q. Do you have any firsthand knowledge
15 of UTGSU organizational structure?

16 A. Can you define "firsthand"?

17 219. Q. Do you have any firsthand knowledge,
18 do you have any experience engaging with UTGSU's
19 organizational structure?

20 A. I have limited knowledge of it, but
21 I wouldn't describe it as firsthand.

22 220. Q. So do you have any firsthand
23 knowledge of UTGSU's internal procedures?

24 A. Not any more than I have gleaned
25 from reviewing their bylaws and other operational

1 that.

2 225. Q. Okay, I only say that because your
3 statement...Mr. Evoy's statement wasn't that UTGSU's
4 preparations under the CFS and CFS-O's bylaws. His
5 statement is that the preparations were delayed.

6 A. Yes, I understand that, but Mr. Evoy
7 goes on to elucidate, and much of what he talks
8 about is referring to things that I don't...if
9 memory serves me correctly, aren't necessarily...you
10 know, I think he expands beyond the UTGSU role to
11 ascribe that delays in the various processes that we
12 were engaged in were attributable to the issue
13 around the CRO that the UTGSU had taken.

14 226. Q. So I understand your position, then,
15 that the appointment of the CRO should not have
16 caused any delay in respect of UTGSU under the CFS
17 and CFS-O bylaws. I understand that
18 unless...correct me if I am wrong. I am not trying
19 to misconstrue your words. I'm just trying to...

20 A. Yes, and if you could just restate,
21 just so I can be certain.

22 227. Q. Sure I can. I understand that your
23 position is that the appointment of the CRO and the
24 circumstances surrounding that should not have
25 caused any delay in respect of UTGSU's obligations

1 documents.

2 221. Q. Do you have any firsthand knowledge
3 of the internal organizational processes that
4 UTGSU's executive committee believed were required
5 to be completed to prepare for the referendum?

6 A. Sorry, one more time, please.

7 222. Q. It's a long question. I apologize.

8 A. Yes.

9 223. Q. Do you have any firsthand knowledge
10 of the internal organizational processes that
11 UTGSU's executive committee believes they were
12 required to complete in order to prepare for the
13 referendum?

14 A. I don't have any firsthand knowledge
15 for what they may have believed.

16 224. Q. So I take it, then, you don't have
17 any firsthand knowledge of UTGSU's...the timing that
18 such internal organizational processes that the
19 UTGSU executive committee believed were required?

20 A. Yes, I mean, I think the issue here
21 is that I'm uncertain as what...the UTGSU has
22 a...you know, as far as their executive or council,
23 they're not actually required to do anything as per
24 our bylaws in terms of preparing for referenda. So
25 I think that's what I'm referring to when I say

1 under the CFS and CFS-O bylaws?

2 A. Yes, it did not cause any delays.

3 MR. CARSTEN: By the way, it's not just
4 the...it's also a reference to the retainer
5 of Deloitte causing a delay.

6 228. MR. DEL GOBBO: Yes, thank you, and the
7 retainer of Deloitte.

9 BY MR. DEL GOBBO :

10 229. Q. But my questions earlier, I just
11 wanted to make clear that you had no firsthand
12 knowledge of the timing of internal organizational
13 processes or procedures that UTGSU may have to deal
14 with internally in respect of its own bylaws or
15 organizational structure in respect to the petition?

16 A. Yes, that is correct.

17 230. Q. If I could turn you attention to
18 paragraph 54, please?

19 MR. CARSTEN: We're there.

21 BY MR. DEL GOBBO :

22 231. Q. Okay, and subparagraph (b).

23 A. Let me just review this,
24 subparagraph (b)?

25 232. Q. Yes.

1 A. Okay, yes.

2 233. Q. So I believe that you state here
3 that Deloitte triple-checked the information,
4 meaning that Mr. Youssef himself manually checked
5 three times each of the signatures that did not
6 match the membership list provided by the
7 university.

8 A. Yes.

9 234. Q. Is that fair?

10 A. Yes, that is what Mr. Youssef
11 conveyed to us.

12 235. Q. So he conveyed to you that he only
13 triple-checked the signatures that did not match the
14 membership list provided by the university?

15 A. No, I think that's too specific. I
16 believe he actually indicated that he triple-checked
17 the entire petition.

18 236. Q. Sorry, I don't understand this
19 subparagraph (b), if that's the case, because it
20 states here that:

21 "...He, himself, manually checked three
22 times each of the signatures that did not
23 match the membership list provided by the
24 university..."

25 A. Yes, I think that paragraph is

1 unnecessarily...

2 MR. CARSTEN: Specific?

3 THE DEPONENT: ...yes, specific. I
4 believe what it should say is that it was a
5 broader checking of all the signatures,
6 because I know for a fact that he indicated
7 that he had triple-checked, you know, the
8 issues around full names versus partial
9 names, a mark versus a unique signature,
10 those kind of things as well. I remember
11 that being part of the conversation.

12 BY MR. DEL GOBBO :

13 237. Q. So those would be regarded as the
14 exceptions, as he called them, I believe? You
15 describe it in your next paragraph.

16 A. I believe that's what...yes.

17 238. Q. But you're stating that subparagraph
18 (b) should be refined to state that, in fact, every
19 signature on the petition was triple-checked?

20 A. Yes, and I'm sorry about the error.

21 239. Q. Okay. So we're on to paragraph (c).
22 I'll direct you there again.

23 A. Yes.

24 240. Q. And you can read it just so you are

1 prepared for my questions.

2 A. Yes, okay.

3 241. Q. So as I understand it, throughout
4 the course of Deloitte's retainer, you were one of
5 the people delegated by CFS and CFS-O to convey
6 instructions to Deloitte?

7 A. I was delegated by CFS-O.

8 242. Q. By CFS-O?

9 A. Yes.

10 243. Q. I don't need to pull them all up
11 now, but there are documents attached to the
12 affidavit that Mr. Hatherell...so for example, if
13 you turn to Exhibit E to Mr. Hatherell's
14 affidavit...

15 A. Yes.

16 244. Q. ...this is an e-mail from you dated
17 February 14th, 2014 to Mr. Youssef?

18 A. That is right.

19 245. Q. So I see here that you prepared the
20 CFS and CFS-O bylaws? Just look at the second
21 sentence.

22 A. Yes, that's what it says.

23 246. Q. You will be couriering them to
24 Deloitte that morning?

25 A. Yes. The...it's a convenience

1 issue, but it was easier just to do it one time. We
2 were very conscious of trying to move along the
3 process. So whatever could be...whenever we could
4 save some time, we tried so...

5 247. Q. Sure. So I take it so CFS then
6 permitted you to take these actions on its behalf?

7 A. Yes. They didn't object.

8 248. Q. Okay. So if you look at the last
9 paragraph, you state that you:

10 "...will be preparing a brief summary of
11 the applicable bylaws..."

12 Do you see that?

13 A. Yes, that's correct.

14 249. Q. So if you turn to the next exhibit,
15 and you see there is an e-mail from you to Mr.
16 Youssef, dated February 19th?

17 A. Yes.

18 250. Q. Is this the brief summary that you
19 were referring to in the previous e-mail?

20 A. Yes, that is it.

21 251. Q. And you drafted this summary
22 yourself in respect of the CFS and CFS-O bylaws?

23 A. That is correct, yes.

24 252. Q. So if we return to subparagraph
25 54(c) of your affidavit, please?

A. Yes.

253. Q. You'll see that Mr. Youssef describes what he calls a "strict or loose interpretation of the bylaws". Do you see that?

A. Yes.

254. Q. Did CFS or CFS-O advise Mr. Youssef as to what a strict or loose interpretation of the bylaws should be?

A. No.

255. Q. So you didn't provide that instruction?

A. No, those were his words.

256. Q. And so, as I understand it, Deloitte then...the genesis of the strict and liberal interpretation was entirely...it was Deloitte's interpretation. It wasn't an interpretation that was informed by CFS or CFS-O's advice?

A. I certainly didn't give them any instructions around loose or not loose, whatever the word is he uses, "strict".

257. Q. So you're here to bind CFS-O. So to your knowledge, no one at CFS-O gave him any instruction in that regard?

A. I don't believe so. I can only speak for myself in that regard, but I didn't.

knowledge than mine, but I believe that he said that Ms. Anna Goldfinch was delegated the responsibility on the executive committee to deal with petition issues, and anyone else who might have had contact with Deloitte in respect of these petitions.

MR. CARSTEN: How many people are there that fit in that category?

THE DEPONENT: From CFS-O, there is one other person.

MR. CARSTEN: Can you reach this person?

THE DEPONENT: It's Jeremy.

MR. CARSTEN: We'll make that inquiry.

U

BY MR. DEL GOBBO :

261. Q. So you stated earlier that out of convenience, you were also taking steps, and you were authoring communications, you were summarizing bylaws on behalf of CFS as well?

A. Yes.

262. Q. So can you also make inquiries as to whether anyone at CFS gave that sort of instruction?

MR. CARSTEN: No.

263. MR. DEL GOBBO: I didn't think you would.

MR. CARSTEN: You can speak of what you're aware of.

THE DEPONENT: Yes.

MR. CARSTEN: Are you aware of anyone else at CFS-O...

THE DEPONENT: I'm not aware of, no.

BY MR. DEL GOBBO :

258. Q. And are you aware of anyone at CFS having given that instruction?

A. No, I am not.

259. MR. DEL GOBBO: Could I ask for an undertaking that you can make inquiries to see in respect of CFS-O whether anyone did give Deloitte instruction as to what is a strict and loose interpretation of the bylaws?

MR. CARSTEN: Who would you like him to make inquiries of?

260. MR. DEL GOBBO: Well, he says that he isn't aware of anyone with CFS-O. So other people that may have been in a position to do so, other people that were in contact with Deloitte during this period from CFS-O. That would be more in your client's

MR. CARSTEN: You said it in a nice neutral tone. That's pretty good.

264. MR. DEL GOBBO: Could I add to my previous undertaking that as you make that inquiry of people at CFS-O as to whether they gave advice on the strict or loose interpretation, to provide what the content of that advice was.

MR. CARSTEN: I had meant to do so.

265. MR. DEL GOBBO: Thank you.

BY MR. DEL GOBBO :

266. Q. Okay, could you turn to paragraph 57? You're excerpting a letter from Ms. Hunt here, which was sent on what you believe was March 8th?

A. That's right.

267. Q. You state that, "On March 6th..." Now we're looking at the excerpt of that letter. You state that:

"...On March 6th Deloitte advised the federation that it had determined that it would not meet the threshold..."

A. M'h'm.

268. Q. I'm not going to ask you to review your entire affidavit, but I do not see any

1 correspondence or record of communication dated
2 March 6th in which this is communicated. Was there
3 a communication on March 6th?

4 A. I think...

5 MR. CARSTEN: Keep in mind this isn't
6 his letter. This is Ms. Hunt's letter.

7 It's not his letter.

8 269. MR. DEL GOBBO: I know, but he excerpts
9 this section in his affidavit.

10 MR. CARSTEN: No, I'm just saying, to
11 provide context, it's not his letter.

12 THE DEPONENT: I think this is in Mr.
13 Evoy's affidavit, the text of that letter,
14 which is what I'm referencing.

15
16 BY MR. DEL GOBBO :

17 270. Q. Yes.

18 A. Sorry, I don't know what the
19 question is then.

20 MR. CARSTEN: He is asking if you're
21 aware of any correspondence dated March
22 6th, because there is a reference in that
23 letter to March 6th advice. Are you aware
24 of any correspondence on March 6th? You
25 either are or you aren't.

1 274. Q. If you could just pull up that e-
2 mail at Exhibit D?

3 MR. CARSTEN: To your affidavit?

4 275. MR. DEL GOBBO: Yes.

5
6 BY MR. DEL GOBBO :

7 276. Q. And I believe that the e-mail is the
8 one on the second page in the middle.

9 A. Yes.

10 277. Q. You'll notice that the time of the
11 e-mail is 10:42 a.m.

12 A. Sorry, I'm...this is what I cite in
13 my...

14 278. Q. I believe it's the same e-mail.

15 A. Yes, okay.

16 279. Q. So I understand that in paragraph 59
17 of your affidavit, after receiving this e-mail we
18 were just looking at, you wrote to Mr. Littley, the
19 CRO, to provide an update with regard to the
20 petitions.

21 A. Yes.

22 280. Q. Do you see that?

23 A. M'hm.

24 281. Q. You can turn to that e-mail.

25 MR. CARSTEN: Tab E?

1 THE DEPONENT: I'm not certain right
2 now.

3 271. MR. DEL GOBBO: You can also answer this
4 by undertaking, if it's easier, if there
5 was a March 6th communication to provide a
6 copy.

7 THE DEPONENT: I'm not certain. I
8 believe it maybe actually should say March
9 7th, but I'm not...

10
11 BY MR. DEL GOBBO :

12 272. Q. I think that may be the case as
13 well, and I'm not trying...I just want to make sure
14 that we have the full record, since these are very
15 important.

16 MR. CARSTEN: If there is a March 6th
17 communication which we believe this refers
18 to, we will produce it. U

19
20 BY MR. DEL GOBBO :

21 273. Q. So paragraph 58 of your affidavit,
22 this is an e-mail from Mr. Youssef sent on March
23 9th, and then you excerpt the full text of the e-
24 mail. Do you see that?

25 A. Yes.

1 282. MR. DEL GOBBO: Tab E.

2 MR. CARSTEN: Okay.

3
4 BY MR. DEL GOBBO :

5 283. Q. I won't ask you to read the entire
6 thing. I don't think it's relevant, but I'll just
7 note the time is 10:05 p.m. This is, again, on
8 March 9th.

9 A. Yes.

10 284. Q. And if you look at the last
11 paragraph?

12 MR. CARSTEN: "As noted earlier"?

13
14 BY MR. DEL GOBBO :

15 285. Q. Yes:
16 "...As noted earlier, the federation's
17 executive committee had authorized Deloitte
18 to conduct the petition verification on its
19 behalf, and it will be respecting the
20 outcome of third party verification..."

21 Do you see that?

22 A. Yes.

23 286. Q. So by this do you mean that the
24 executive committee had...so by this you state that
25 you'll be respecting the outcome of the third party

1 verification. So is it fair to say that on
2 Deloitte's recommendation, then, the executive
3 committee had made a determination that the petition
4 was not in order?

5 A. Yes, I think the individuals tasked
6 with that, who had been delegated that
7 responsibility, had indicated that they would be
8 going by what Deloitte's findings were.

9 287. Q. So that would be Mr. Woods and Ms.
10 Goldfinch?

11 A. That's right, yes.

12 288. Q. And no one else was involved in that
13 determination?

14 A. I was consulted.

15 289. Q. You were consulted?

16 A. Yes.

17 290. Q. And just to get a sense of the
18 timing, the last e-mail that we were looking at, as
19 part of Exhibit D, was at approximately 10 a.m.,
20 that same day, you recall?

21 A. Yes.

22 291. Q. This decision about whether the
23 petition was in order was made presumably at some
24 point during the day on March 9th?

25 A. Yes, I believe it was...was it a

1 BY MR. DEL GOBBO :

2 298. Q. So if you could turn to Exhibit D of
3 your affidavit, and at the bottom of the first page
4 of Exhibit D there is an e-mail from Mr. Youssef
5 dated March 11th, 2014 at 2:08 p.m. Do you see
6 that?

7 A. Yes, I see that.

8 299. Q. Now, I canvassed this e-mail with
9 Ms. Watson, and there was some uncertainty over who
10 this e-mail was sent to. Could you confirm that
11 this e-mail was received...or rather, was sent to a
12 representative of CFS-O?

13 A. Was sent?

14 300. Q. Was sent.

15 MR. CARSTEN: Would you like him to
16 confirm that he received it, for example?

17 THE DEPONENT: I'm fairly certain that I
18 received it.

19 301. MR. DEL GOBBO: Yes, I'm fairly certain
20 that it was received by him, as well. It's
21 just that I...this is an important e-mail,
22 and I just think it should be clear on the
23 record who has received it on behalf of
24 CFS-O.

25 MR. CARSTEN: It is our position that he

1 Sunday? I have some vague recollection of this, but
2 yes, yes. We were just cognizant of wanting
3 to...tight timelines and wanting to...yes.

4 292. Q. So this decision wasn't made at a
5 meeting, for example?

6 A. No, it was not.

7 293. Q. Okay.

8 MR. CARSTEN: March 9th, by the way, was
9 a Sunday.

10 294. MR. DEL GOBBO: It was a Sunday, okay.

11 BY MR. DEL GOBBO :

12 295. Q. Were other members of the executive
13 committee consulted?

14 A. I don't believe so.

15 296. Q. Okay, so there was no issues
16 of...were they given any notice of the decision
17 before the decision was communicated to Mr. Littley?

18 A. No, I don't believe so.

19 297. Q. I should be finished in five
20 minutes, I hope, leaving some time for Mr...I really
21 tried to move quickly.

22 MR. CARSTEN: I applaud your efforts.

23 Did you notice I'm not being that combative
24 or anything.
25

1 received it. If for some reason we're
2 mistaken in that regard, we'll advise. U

3 302. MR. DEL GOBBO: Okay, thank you.

4 BY MR. DEL GOBBO :

5 303. Q. So you'll see that this e-mail at
6 2:08 p.m. from Mr. Youssef states that he is
7 attaching a draft report for CFS-O - Ontario "for
8 your review and comment". Do you see that?

9 A. Yes, I see that.

10 304. Q. So if you just flip a few pages into
11 your exhibit, I think the seventh page you'll see
12 what appears to be that draft report. It says
13 "Draft" on the bottom right corner.

14 A. Yes.

15 MR. CARSTEN: Bottom left corner, right?

16 305. MR. DEL GOBBO: Bottom left corner, yes,
17 the first page.

18 MR. CARSTEN: Okay.

19 BY MR. DEL GOBBO :

20 306. Q. Is this the draft report that was
21 attached to the e-mail we were just looking at?

22 A. I'm fairly sure. I'm not positive,
23 though.
24
25

A. Hashemi - 78

1 MR. CARSTEN: Let's put it this way:
2 We'll say that it was. If for some reason
3 Mr. Hashemi consults his e-mail and finds
4 that there was something else that was the
5 report, we'll so advise. U

6
7 BY MR. DEL GOBBO :

8 307. Q. If you look at the e-mail, your
9 response on March 11th at 3:21 p.m...this is also in
10 Exhibit D.

11 A. M'hm.

12 308. Q. You state that I presume the draft
13 report, "Looks pretty good to us."

14 A. M'hm.

15 309. Q. And what did you mean by, "It looks
16 pretty good"?

17 A. I think it's a colloquialism, that
18 the way it's laid out looks fine.

19 310. Q. Okay, and if it hadn't looked fine
20 you could have made suggestions to Deloitte on that
21 point?

22 A. I don't...we didn't have that
23 relationship with them, so probably not. Actually,
24 I'm fairly certain no, but yes.

25 311. Q. So you couldn't...for example, if

A. Hashemi - 80

1 paragraph 68 of your affidavit, please? Now, in
2 this paragraph, I believe that you were commenting
3 on a statement in Mr. Evoy's affidavit regarding a
4 disclaimer on the Deloitte reports that they do not
5 constitute an audit. Do you see that?

6 A. Yes.

7 316. Q. You state in the second sentence, if
8 I could read it:

9 "...An audit level report, however, was
10 neither requested nor required in the
11 circumstances..."

12 A. Yes.

13 317. Q. So what circumstances are you
14 referring to?

15 A. The verification of the GSU
16 petitions.

17 318. Q. What specifically about these
18 circumstances suggested to you that an audit level
19 report was not required?

20 A. My understanding of an audit level
21 report is it involves like an actual audit, which is
22 based on financial documents and things like that,
23 and this isn't that. It's not that process. It's a
24 different process.

25 I know Deloitte does audits and does...as

A. Hashemi - 79

1 you had found errors in the report, you couldn't
2 have brought them to Deloitte's attention?

3 A. Certainly errors, but in terms of
4 actually having them change the report, no, we
5 couldn't do that.

6 312. Q. As to the findings, for example, you
7 couldn't tell them you want to raise that number
8 to...

9 A. Absolutely not.

10 313. Q. Of course. So for example, if you
11 had found errors, you could have told Deloitte, "You
12 know, what I think more work needs to be done on the
13 report"?

14 A. I think that entirely on what would
15 be characterized as an error.

16 314. Q. An error in Deloitte's methodology
17 or if you found that the reasons they provided were
18 insufficient, for example?

19 A. I don't believe we gave them any
20 instructions as to their methodology. I think it
21 would be improper for us to inform or impose any
22 conditions on a third party auditing firm as to
23 their methodology. They were the experts, and I
24 think we left that with them, yes.

25 315. Q. Okay. If you could turn to

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1 part of their mandate. We hadn't retained them for
2 that purpose. We retained them for a purpose to do
3 with verification of petitions.

4 319. Q. Okay. Are you aware that in this
5 context...or rather, in these circumstances,
6 Deloitte had actually offered to conduct an audit
7 level review, additional procedures, but that those
8 procedures were not requested by CFS and CFS-O?

9 A. Yes, we were aware of that, yes.

10 320. Q. But that offer had been made, and
11 then...rather, the Deloitte offer to do an audit
12 level report was made, and the executive
13 committee...they would have had the discretion to
14 request that level of report had they wanted to?

15 A. Yes. I mean, I think, it's not
16 quite to characterize it as the offer being made.
17 Deloitte was very...it wasn't as...you know, they
18 were not saying that they would...this is something
19 that they would do. It was very much posited as an
20 "additional thing you might want to do if you really
21 want to," but not...they weren't insistent on it, or
22 neither did they say that it required it to be
23 legitimate and valid.

24 321. Q. But CFS-O, I mean, they could have
25 very well, after that suggestion was made, if I

1 could put it that way, accepted that suggestion and
2 requested that action be taken?

3 A. Yes, at quite a big cost.

4 322. Q. Mr. Hashemi, are you a practising
5 accountant?

6 A. I'm not.

7 323. Q. Do you have any formal education in
8 accounting?

9 A. I do not.

10 324. Q. Okay. Lastly, if I could just ask
11 you to turn to paragraph 70?

12 MR. CARSTEN: We're there.

13
14 BY MR. DEL GOBBO :

15 325. Q. I see that you're stating here in
16 the first sentence that:

17 "...As to seeking alternative providers of
18 services, the services offered by CFS are
19 not mandatory..."

20 Do you see that?

21 A. I see that, yes.

22 326. Q. Now, are there any services that CFS
23 or CFS-O offers which are only offered through those
24 organizations and cannot be obtained by other
25 organizations or in other ways?

1 BY MR. DEL GOBBO :

2 328. Q. So what I take it you mean by that,
3 for example, in the example of the saver card, that
4 specific service is not offered by anyone else,
5 apart from CFS?

6 A. That is correct, other...not
7 organizations, but other companies provide similar
8 cards. They have...there are similar cards out
9 there that are discount...sort of discount cards.
10 Some are specifically for students. A Student Price
11 Card, I think it's called. We don't prevent...the
12 UTGSU is more than welcome to also...or you know, in
13 replacement of the StudentSaver, issue that card to
14 them.

15 329. Q. Are you familiar with the
16 International Student Identification Card, or ISIC
17 card program?

18 A. Yes, I am.

19 330. Q. So my understanding is that this is
20 a program which is, I'll use the word, distributed
21 by CFS-Services. Is that right?

22 A. There is a technical phrase that I'm
23 not remembering.

24 331. Q. "Distributed" might not be the right
25 word.

1 A. Sorry, I'm just trying to think.
2 I'm not overly familiar with the services of the
3 CFS. So I'm just trying to...I mean, there is, for
4 example, a StudentSaver Card that the federation
5 offers, the CFS offers, student service offers, that
6 is exclusive to the Canadian Federation of Students,
7 but I think the point is that if a member local
8 wishes not to distribute that card, there is nothing
9 that can prevent us from...forcing them to
10 distribute that card, nor do we, for example, block
11 them from using an alternate discount card, like
12 whatever...another discount card that may be.

13 327. Q. Okay.

14 A. It's not that it's an exclusivity
15 arrangement that they cannot...even if we said that,
16 there is no enforcement mechanism, in any case, but
17 we don't have that requirement.

18 MR. CARSTEN: Mr. Hashemi, you said
19 that, "There is nothing that would prevent
20 us from forcing them to do that." I'm not
21 sure if that was in the context of what he
22 was saying, exactly what he meant.

23 THE DEPONENT: Did I say that?

24 Nothing...ignore the "prevent" part, yes.
25

1 A. Yes.

2 332. Q. Correct me if I am wrong. My
3 understanding is that CFS-Services this administers
4 this program. Is that fair?

5 A. I believe that we're the sole
6 something agent in Canada for ISIC.

7 333. Q. My understanding is that it's
8 regulated internally?

9 A. Correct, yes.

10 334. Q. By the ISIC Association. Is that
11 true?

12 A. Yes.

13 335. Q. So there is no other service
14 provider, apart from CFS, which offers this ISIC
15 card service. I should be clear, CFS-Services that
16 offers this ISIC card service in Canada?

17 A. That's not entirely accurate. There
18 are...I can't remember the name of the travel
19 company that also offers it.

20 336. Q. I believe it's Merit Travel.

21 A. I believe that might be the...

22 337. Q. My understanding is that Merit
23 Travel administers this service in conjunction with
24 CFS-Services, that it's not possible to receive the
25 services solely from Merit Travel, but not from CFS.

1 A. If that's the case, you know more
2 about it than I do. So yes, I don't know that, yes.

3 338. Q. You don't know that. I'm sorry,
4 just because that the services offered by the CFS
5 are not mandatory.

6 A. Yes, what I mean by "mandatory" is
7 that there is no compunction on the GSU, as...for
8 example, GSU office to have to issue the ISIC to its
9 members if it doesn't want to, nor does it have to
10 promote the ISIC. There is no imperative that they
11 have to avail themselves of the ISIC or any of those
12 things.

13 If a student wants an ISIC, then they are
14 welcome to it. It's...the deal with the ISIC is
15 that it's free. Well, it's included in the cost of
16 membership for members of the federation, and
17 it's...I believe there is a charge for non-members
18 to access the card.

19 339. Q. Okay, but if a UTGSU member wanted
20 to access the benefits of the ISIC card program,
21 they could only do that by engaging with CFS-
22 Services and Merit Travel?

23 MR. CARSTEN: He said he doesn't know
24 about the Merit Travel.
25

CROSS-EXAMINATION BY MR. MONKHOUSE:

1 345. Q. Hello, Mr. Hashemi. I know we're
2 running short on time. So I'll try and make my
3 questions fairly quick. Mr. Del Gobbo asked most of
4 the questions, but a couple of questions with regard
5 to Ms. Ingle's role in the verification.
6

7 So would you agree with me that the CFS-O
8 didn't check with Ms. Ingle with regard to the means
9 of verification of the petition?
10

11 A. Can you just clarify what "means of
12 verification" means?

13 346. Q. The process of verification.

14 A. Yes, we did not check with Ms.
15 Ingle.

16 347. Q. That's right.

17 A. We did not.

18 348. Q. And you also didn't check with Ms.
19 Ingle with regard to retaining Deloitte. Is that
20 correct?

21 A. That is correct.

22 349. Q. And similarly, you didn't check with
23 Ms. Ingle with regard to the requirements under the
24 bylaws that were provided to Deloitte. Is that
25 correct?

1 BY MR. DEL GOBBO :

2 340. Q. Sorry, so CFS-Services, to your
3 knowledge?

4 A. Engage with? I mean, that's...

5 341. Q. They could only work through...they
6 would be the source for getting the card, yes.

7 A. Well, or if they're not
8 members...the thing is if they are not members, they
9 can still get the card. It is just that there is a
10 different...there is a different price structure for
11 it.

12 342. Q. Yes, but the card is only offered
13 through CFS-Services and no other...

14 A. In Canada, that's my understanding,
15 yes.

16 343. MR. DEL GOBBO: I'm going to chat my
17 client for 20 seconds.

18 --- DISCUSSION OFF THE RECORD

19
20
21 344. MR. DEL GOBBO: So Mr. Hashemi, subject
22 to undertakings, those are all my
23 questions. So thank you.

24 THE DEPONENT: Thank you.
25

1 A. You mean the summary that was
2 provided to Deloitte?

3 350. Q. That's right.

4 A. Yes, no.

5 351. Q. Or in any other way, you never
6 checked with Ms. Ingle with regard to those...

7 A. Yes, there was no other way, so...

8 352. Q. And I did have a question...in your
9 affidavit, page 16, point (l)?

10 A. Yes, okay.

11 353. Q. This is just a list that you had?

12 A. M'h'm.

13 354. Q. It discusses a meeting, but it
14 doesn't say...I guess it doesn't have a meeting.
15 Point (l) says:

16 "...After receiving Deloitte's preliminary
17 proposal, Ms. Hunt, Mr. Salter and I
18 discussed two cost options, and ultimately
19 decided to proceed with the second
20 option..."

21 A. Yes.

22 355. Q. I guess I was wondering as to the
23 different...okay. So with regard to that, were
24 issues of reliability discussed with regard to the
25 two different options?

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1 A. No. Sorry, they were...sorry, I
2 should restate. They were...it was...we felt it
3 wouldn't be an issue, regardless of the options.

4 356. Q. What type of research did you do
5 into the viability of the two different options?

6 A. Research?

7 357. Q. Research.

8 A. We...I mean, we asked questions of
9 Deloitte about it, but no other research than that.

10 358. Q. What sort of questions did you ask
11 Deloitte about it?

12 A. In terms of what process would be
13 entailed, like, as far as how long it would take,
14 what the process was, would it result in...would one
15 be faster than the other, those kinds of things.

16 359. Q. Do you have any records of that
17 conversation you had with Deloitte?

18 A. No, this was on...well, that's on
19 the phone, and during our interview, as well.

20 360. Q. So did you take any notes of those
21 conversations?

22 A. I don't believe so.

23 361. Q. And so let me get this straight.
24 You said you had phone calls with Deloitte and then
25 you had the discussion between the three of you?

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1 MR. CARSTEN: Because it's irrelevant,
2 would be the biggest thing.

3 365. MR. MONKHOUSE: Well, it's in terms of
4 the reliability.

5 MR. CARSTEN: You haven't put anything
6 on the record that establishes that people
7 in India are less reliable than people in
8 Canada. It's arguably racist to suggest
9 it. Certainly there is nothing on the
10 record. In any event, it's irrelevant.
11 That's my answer. It's refused.

12 366. MR. MONKHOUSE: I don't necessarily
13 appreciate opposing counsel suggesting that
14 I'm arguably racist.

15 MR. CARSTEN: I don't say you're
16 arguably racist. I am saying the
17 suggestion is arguably racist. I'm not
18 even sure if you're making it. In any
19 event, it's irrelevant. So we're not
20 answering.

21
22 BY MR. MONKHOUSE :

23 367. Q. Were any privacy concerns brought up
24 with regard to using offshore resources?

25 MR. CARSTEN: Irrelevant. Don't answer.

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1 A. Yes, when they proposed
2 their...well, during their interview, and then when
3 they proposed their options, which was, I
4 believe...was it January 22nd? I believe it was
5 January 22nd. I'm not positive.

6 362. Q. In the end, it seemed that there was
7 a problem with some missing petitions. Was that, in
8 any way, attributed to the work being done by
9 offshore resources?

10 A. I don't...I had no involvement in
11 that process. I believe that that was an issue with
12 the CFS petitions and I had...the only thing I did
13 with those petitions was that they were sent to me
14 as a package, pending our agreement with Deloitte,
15 and I put them in the package they were sent to me,
16 into another package, and couriered them to
17 Deloitte. That's the only dealing I had with those
18 petitions.

19 363. Q. Now, did you discuss in terms of
20 reliability any sorts of issues in terms of
21 what...about the working conditions or pay of the
22 workers who would be doing the work?

23 MR. CARSTEN: Don't answer that.

24 364. MR. MONKHOUSE: Is there a particular
25 reason why?

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1
2 BY MR. MONKHOUSE :

3 368. Q. Were there any concerns raised about
4 it not leading to a fair means of verification by
5 using offshore resources?

6 MR. CARSTEN: I'm not sure I understand
7 the question. What does that mean "a fair
8 means of verification"?

9 369. MR. MONKHOUSE: Whether or not that was
10 fair, considering the obligations to
11 constituents, to use offshore resources.

12 MR. CARSTEN: Can you identify an
13 obligation to not use offshore resources
14 that would be violated by choosing to use
15 offshore resources?

16 370. MR. MONKHOUSE: If it wasn't a
17 discussion topic, then he can say it wasn't
18 a discussion topic.

19 MR. CARSTEN: Well, since you haven't
20 set a foundation for the question, we're
21 just going to refuse it as irrelevant then.

22 371. MR. MONKHOUSE: I'm not sure how we can
23 set a foundation for a meeting of which
24 there are no records.

25 MR. CARSTEN: Oh, you could set a

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1 foundation by pointing to some kind of
2 obligation, for example, to have this work
3 done in Canada. Had you set that
4 obligation and established it, you could
5 absolutely questions about it, especially
6 if you had included reference to it in your
7 Notice of Application. You have done none
8 of those things, so the question is
9 refused.

10 372. MR. MONKHOUSE: We did include...
11 mentioned it in our Notice of Application
12 about being fair and reasonable.

13 MR. CARSTEN: We have had this
14 discussion. The question is refused. We
15 can argue it later before a judge if you
16 like, or a master.

17 373. MR. MONKHOUSE: So just give me one
18 second.

19
20 --- DISCUSSION OFF THE RECORD

21
22 374. MR. MONKHOUSE: So those are all my
23 questions. So subject to the undertakings
24 already given, that's it.

25 MR. CARSTEN: Thank you, Counsel.

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Ksenja Thellimi

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Verbatim Reporter

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