
IN THE MATTER OF the *Insurance Act*, R.S.O. 1990, c.l.8, as amended (the “Act”), in particular sections 288.6, 288.7, 441.2 and 441.3;

AND IN THE MATTER OF Gibson Wellness Centre Inc.;

AND IN THE MATTER OF Gibson Wellness Group Ltd.;

AND IN THE MATTER OF Thavendrarajah Krishnan (also known as Krish Thavem);

AND IN THE MATTER OF Sellamma Navaratnam.

**NOTICE OF PROPOSAL TO REVOKE LICENCES AND
TO IMPOSE ADMINISTRATIVE PENALTIES**

TO: Gibson Wellness Centre Inc.
606 - 7130 Warden Ave
Markham, ON L3R1S2

Sellamma Navaratnam
Principal Representative

AND TO: Gibson Wellness Group Ltd.
606 - 7130 Warden Ave
Markham, ON L3R1S2

Murugesu Balachanoran
Principal Representative

AND TO: Thavendrarajah Krishnan (also known as Krish Thavem)

AND TO: Sellamma Navaratnam

TAKE NOTICE THAT pursuant to sections 288.6 and 288.7 of the Act, and by delegated authority from the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario (the “Chief Executive Officer”), **the Director, Litigation and Enforcement (the “Director”)**, is proposing to revoke the service provider’s licence issued to **Gibson Wellness Centre Inc. (licence # SP17757)**.

AND TAKE NOTICE THAT pursuant to sections 288.6 and 288.7 of the Act, and by delegated authority from the Chief Executive Officer, **the Director is proposing to revoke the service provider’s licence issued to Gibson Wellness Group Ltd. (licence # SP18559)**.

AND TAKE NOTICE THAT pursuant to section 441.3 of the Act, and by delegated authority from the Chief Executive Officer, the Director is proposing to impose an administrative penalty in the total amount of \$200,000 on Gibson Wellness Centre Inc. for knowingly making false or misleading statements or representations to insurers in order to obtain payment for goods or services provided to an insured, contrary to section 447(2)(a.3) of the Act, and for charging an amount in consideration for the provision of goods or services to or for the benefit of a person who claims statutory accident benefits or who otherwise claims payment under a contract of insurance, if the goods or services are not provided, contrary to paragraph 1 of section 3(2) of Ontario Regulation 7/00.

AND TAKE NOTICE THAT pursuant to section 441.3 of the Act, and by delegated authority from the Chief Executive Officer, the Director is proposing to impose an administrative penalty in the total amount of \$50,000 on Thavendrarajah Krishnan for knowingly making false or misleading statements or representations to insurers in order to obtain payment for goods or services provided to an insured, contrary to section 447(2)(a.3) of the Act, and for charging an amount in consideration for the provision of goods or services to or for the benefit of a person who claims statutory accident benefits or who otherwise claims payment under a contract of insurance, if the goods or services are not provided, contrary to paragraph 1 of section 3(2) of Ontario Regulation 7/00.

AND TAKE NOTICE THAT pursuant to section 441.3 of the Act, and by delegated authority from the Chief Executive Officer, the Director is proposing to impose an administrative penalty in the total amount of \$10,000 on Sellamma Navaratnam for failing to take reasonable steps to ensure that the licensee's business systems and practices and the management of the licensee's operations are carried on in accordance with the law and with integrity and honesty, contrary to section 2(2) of Ontario Regulation 349/13.

Details of these contraventions and reasons for this proposal are described below. This Notice of Proposal includes allegations that may be considered at a hearing.

SI VOUS DÉSIREZ RECEVOIR CET AVIS EN FRANÇAIS, veuillez nous envoyer votre demande par courriel immédiatement à: contactcentre@fsrao.ca.

YOU ARE ENTITLED TO A HEARING BY THE FINANCIAL SERVICES TRIBUNAL (THE "TRIBUNAL") PURSUANT TO SECTIONS 288.7(2), 288.7(3), 441.3(2) AND 441.3(5) OF THE ACT. A hearing by the Tribunal about this Notice of Proposal may be requested by completing the enclosed Request for Hearing Form (Form 1) and delivering it to the Tribunal within fifteen (15) days after this Notice of Proposal is received by you. The Request for Hearing Form (Form 1) must be mailed, delivered, faxed or emailed to:

Address: Financial Services Tribunal
25 Sheppard Avenue West, 7th Floor
Toronto, Ontario
M2N 6S6

Attention: Registrar

Fax: 416-226-7750

Email: contact@fstontario.ca

TAKE NOTICE THAT if you do not deliver a written request for a hearing to the Tribunal within fifteen (15) days after this Notice of Proposal is received by you, orders will be issued as described in this Notice of Proposal. TAKE FURTHER NOTICE of the payment requirements in section 5 of Ontario Regulation 408/12, which state that the penalized person or entity shall pay the penalty no later than thirty (30) days after the person or entity is given notice of the order imposing the penalty, after the matter is finally determined if a hearing is requested or such longer time as may be specified in the order.

For additional copies of the Request for Hearing Form (Form 1), visit the Tribunal's website at www.fstontario.ca

The hearing before the Tribunal will proceed in accordance with the *Rules of Practice and Procedure for Proceedings before the Financial Services Tribunal* ("Rules") made under the authority of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22, as amended. The Rules are available at the website of the Tribunal: www.fstontario.ca. Alternatively, a copy can be obtained by telephoning the Registrar of the Tribunal at 416-590-7294, or toll free at 1-800-668-0128 extension 7294.

At a hearing, your character, conduct and/or competence may be in issue. You may be furnished with further and or other particulars, including further or other grounds, to support this proposal.

REASONS FOR PROPOSAL

I. INTRODUCTION

1. The Director believes, on reasonable grounds, that Gibson Wellness Centre Inc. (“Gibson Centre”) and Gibson Wellness Group Ltd. (“Gibson Group”) are no longer suitable to be licenced having regard to prescribed circumstances relating to the licensees’ business systems and practices and the management of their operations.
2. Having regard to the past conduct of the principal representatives and an interested person, Thavendrarajah Krishnan (“Thavem”), the Director has reasonable grounds to believe that Gibson Centre and Gibson Group’s business systems and practices and the management of its operations will not be carried on in accordance with the law, or with integrity and honesty.
3. These are the reasons for the proposal by the Director to revoke the service provider licences issued to Gibson Centre and Gibson Group and to impose administrative penalties of \$200,000 on Gibson Centre, \$50,000 on Thavem, and \$10,000 on Sellamma Navaratnam (“Navaratnam”).

II. BACKGROUND

4. Gibson Centre (licence #SP15288) was previously licensed as a service provider under the Act from February 27, 2015, until December 18, 2019, when it surrendered its licence.
5. Gibson Centre was initially incorporated on February 5, 2013. As of January 1, 2016, its Registered Head Office was located at 7130 Warden Avenue, Suite 402, Markham, Ontario. Thavem became a director on September 1, 2014.
6. Thavem has never been registered under the Act as a principal representative or in any other capacity.
7. On February 27, 2020, Gibson Centre received a new service provider licence (licence #SP17757). Its registered head office is located at 7130 Warden Avenue, Unit 606, Markham, Ontario. Navaratnam had been the sole director of Gibson Centre since May 4, 2018, and is the principal representative of Gibson Centre.
8. Gibson Group is licensed as a service provider (licence #SP18559) under the Act since August 26, 2022. Murugesu Balachanoran (“Balachanoran”) is the principal representative of Gibson Group and the sole director of the corporation. Gibson Group’s registered address is also 7130 Warden Avenue, Unit 606, Markham, Ontario.
9. Gibson Centre and Gibson Group operate out of the same location.

10. On December 2, 2021, FSRA received a complaint (“Complaint”) from Équité Association (“Équité”) on behalf of Intact Insurance Company (“Intact”), Royal and Sun Alliance Company of Canada (“RSA”), TD Home and Auto Insurance Company (“TD”), Desjardins Financial Security Life Assurance Company (“Desjardins”), Allstate Insurance Company of Canada (“Allstate”), Aviva Insurance Company of Canada (“Aviva”), CAA Insurance Company (“CAA”), Cooperators General Insurance Company (“Cooperators”) alleging that Gibson Centre billed for services not rendered and overbilled for services provided to patients. Équité is a not-for-profit organization which supports the property & casualty insurance industry in Canada by providing analytics and investigative support to identify insurance fraud.

11. FSRA investigated the Complaint.

Fraudulent Billing Practices at Gibson Centre

12. Health service providers submit the following Statutory Accident Benefits forms through the Health Claims for Auto Insurance (“HCAI”) system:

- a. Treatment and Assessment Plans (OCF-18) (“Treatment Plans); and
- b. Auto Insurance Standard Invoice (OCF-21) (“Invoices”).

13. Dr. F, a psychologist, worked at Gibson Centre until she resigned in December 2021. Gibson Centre submitted Treatment Plans and Invoices in Dr. F’s name for services Dr. F did not provide.

14. WC is a registered massage therapist who worked at Gibson Centre until she resigned on November 11, 2020. Gibson Centre submitted Treatment Plans and Invoices in WC’s name for services WC did not provide.

15. Over the course of 2020, Gibson Centre submitted numerous Treatment Plans and Invoices through HCAI that contained false information about treatments allegedly provided by Dr. F and WC. These services were not provided by Dr. F or WC on the times and dates indicated in the Invoices, nor were the services ever provided to the claimants.

16. FSRA’s investigation of the Complaint revealed that Gibson Centre submitted Treatment Plans and Invoices to Certas Direct Insurance Company (“Certas”), Allstate, and Intact for services not rendered by Dr. F. Gibson Centre received partial payment based on these submissions as outlined in the following chart:

Claim	Treatment Plan (\$)	Invoice (\$)	Payment to Gibson Centre
Certas #1	\$142,237.76	\$70,424.26	\$70,424.26
Certas #2	\$80,080.00	\$76,582.75	\$58,526.02
Allstate #1	\$45,590.04	\$45,590.04	\$41,116.07
Allstate #2	\$6,483.74	\$6,483.74	\$6,483.74

Intact	\$6,483.74	\$6,483.74	\$6,483.74
TOTAL	\$280,875.28	\$205,564.53	\$183,033.83

17. Gibson Centre falsely billed a total of \$205,564.53 to insurance companies by submitting Invoices through HCAI for services that Dr. F did not provide. Of this amount, Gibson Centre was paid \$183,033.83.
18. During the investigation, Dr. F provided sworn statutory declarations stating that the above services were falsely billed on Invoices. The services were not provided because Gibson Centre was closed from March 28, 2020, until July 23, 2020, due to the COVID-19 pandemic.
19. WC also provided information with respect to numerous false Invoices submitted by Gibson Centre for massage therapy she did not perform. Specifically, WC stated that she worked at Gibson Centre on Thursdays and Fridays from January 9, 2020, to March 27, 2020. Gibson Centre closed due to the Pandemic and after Gibson Centre re-opened, she only worked on Fridays from July 24, 2020, to November 6, 2020.
20. The investigation revealed that Gibson Centre submitted \$15,619.24 worth of Invoices for services not rendered by WC because the services allegedly occurred on days WC was not at the clinic. It is not clear how much of these invoices were paid out to Gibson Centre.

Thavem Is an Interested Person under the Act

21. The investigation of the Complaint revealed that Thavem is an interested person in both Gibson Centre and Gibson Group, and was *de facto* in control of both licensees based on the following information, considered cumulatively:
 - a. Thavem was previously a director of Gibson Centre.
 - b. Dr. F informed FSRA that Thavem was responsible for the completion and submission of Treatment Plans and Invoices.
 - c. Dr. F and WC both believed that Thavem was the “manager” or “boss” of Gibson Centre. Neither of them had interactions with Navaratnam, even though Navaratnam was the principal representative.
 - d. Both Dr. F and WC stated that they would speak with Thavem if they had any issues with the clinic operations and that Thavem had day to day involvement at Gibson Centre. They also said Thavem signed the paycheques for the health practitioners.
 - e. The email address used by Gibson Centre in contact with FSRA was – “thavem_krish@hotmail.com”. This email address was provided as contact information on the Gibson Centre licensing application submitted on January 13, 2020.

- f. When contacting Gibson Centre, FSRA was directed to deal with Thavem.
 - g. Thavem was a signing officer for Gibson Centre's bank account and there were numerous transfers to a VISA card bearing Thavem's name.
 - h. Gibson Group signed a lease agreement on July 16, 2022, to lease unit 7130 Warden Avenue, Unit 606, Markham, Ontario. The lease agreement was between Balachanoran and Elina Developers Inc. A corporate search of Elina Developers Inc. revealed that the sole director since May 7, 2012, is Thavem.
 - i. Thavem was the main point of contact with insurers.
22. Thavem has a criminal record dating back to the late 1990s:
- a. From July 1998 to April 2001, Thavem had 15 convictions registered against him for fraud, forgery, assault, possession of property obtained by crime, unlawfully entering a dwelling house, and obstructing a peace officer.
 - b. Thavem was subject to a deportation order in January 2002 due to his criminal record.
 - c. In September 2017, Thavem was convicted of assault and received a suspended sentence and 18 months probation.
23. On April 11, 2023, FSRA issued a summons to Thavem requiring him to attend for an interview. Thavem did not respond to the summons.

Principal Representative – Navaratnam– Past Conduct

24. On January 13, 2020, Navaratnam was designated as the principal representative of Gibson Centre on its licence application.
25. Navaratnam was the sole director of Gibson Centre from May 4, 2018, until about November 15, 2022.
26. On August 9, 2022, FSRA issued a summons to Navaratnam to attend for an interview. Navaratnam informed FSRA, through Gibson Centre, that she was "elderly" and "in poor health" which made it difficult to attend an interview with FSRA.
27. Navaratnam was given numerous opportunities to attend an interview with FSRA investigators after being issued the summons. Navaratnam did not attend an interview and ceased communicating with FSRA.

Principal Representative – Balachanoran – Past Conduct

28. On or about November 15, 2022, Balachanoran became the sole director of Gibson Centre. Navaratnam did not communicate to FSRA the change in Directors for Gibson Centre.
29. Balachanoran is designated as the principal representative of Gibson Group on its licence application. That licence was granted on August 26, 2022.
30. On February 7, 2023, Balachanoran was interviewed by a FSRA investigator. Balachanoran was unable to answer basic questions about the day-to-day operations of Gibson Group and was unable to describe any aspect of the roles and responsibilities of a principal representative.
31. Additionally, Balachanoran was not able to describe his ownership of Gibson Group, including how much he paid for the company, or how he became involved in the corporation. Balachanoran stated that he purchased Gibson Group through an accountant but did not provide the name of the accountant.
32. After FSRA issued a summons to Thavem, Balachanoran advised FSRA that Thavem was no longer employed at Gibson Group.

III. CONTRAVENTIONS OR FAILURES TO COMPLY WITH THE ACT

A. False or Misleading Statements or Representations to Insurer

33. Section 447(2)(a.3) of the Act states that it is an offence to knowingly make 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.
34. As outlined above, the Director is satisfied that Gibson Centre submitted numerous false Treatment Plans and Invoices that listed Dr. F as the service provider. Dr. F has attested in statutory declarations and in her interview with FSRA that she did not provide the services to these individuals. Gibson Centre received substantial payment from these Invoices.
35. Additionally, as outlined above, the Director is satisfied that Gibson Centre submitted numerous false Invoices that listed WC as the service provider. WC stated in her interview that she did not work on the service days identified in the Invoices.
36. With respect to Thavem, based on the evidence, including the information provided by Dr. F and WC, Thavem was de facto in control of Gibson Centre. Thavem was actively involved in the preparation and submission of Treatment Plans and Invoices containing false information. Thavem failed to comply with a summons and clarify his role at Gibson Centre. The Director is satisfied that through Gibson

Centre, Thavem knowingly made false and misleading statements to insurers to obtain payment for goods or services provided to an insured.

B. Charging for Goods and Services Not Provided

37. Section 439 of the Act states that no person shall engage in any unfair or deceptive act or practice.
38. When Gibson Centre and Thavem submitted the false Invoices, paragraph 1 of section 3(2) of Ontario Regulation 7/00 (now repealed) stated that it was an unfair or deceptive act or practice for a person to charge an amount in consideration for the provision of goods or services to or for the benefit of a person who claims statutory accident benefits or who otherwise claims payment under a contract of insurance, if the goods or services are not provided.
39. Gibson Centre and Thavem charged insurers through Invoices for goods or services to persons who claimed statutory accident benefits. These services were not provided, as Dr. F and WC have both stated.
40. The Director is satisfied that Gibson Centre and Thavem committed an unfair or deceptive act or practice by charging \$205,564.53 in Invoices to Certas, Allstate, and Intact for services not provided.

C. Principal Representative's Failure to Take Reasonable Steps to Ensure Compliance

41. Section 2(1) of Ontario Regulation 349/13 states that the principal representative of a licensed service provider shall take reasonable steps to ensure that the licensee, and every person authorized by the licensee to provide, on the licensee's behalf, goods or services in connection with listed expenses, complies with the Act.
42. Section 2(2) of Ontario Regulation 349/13 states that the principal representative shall take reasonable steps to ensure that the licensee's business systems and practices and the management of the licensee's operations are carried on in accordance with the law and with integrity and honesty.
43. With respect to Gibson Centre, the investigation revealed that Navaratnam did not have control of the day-to-day responsibilities at the clinic and allowed Thavem to run the business without her involvement. She also allowed Gibson Centre to submit false documents through HCAI. Navaratnam did not demonstrate that she took any steps to ensure that the licensee's operations were carried on in accordance with the law and with integrity and honesty.
44. With respect to Gibson Group, the investigation revealed that Balachanoran does not understand the roles and responsibilities of a principal representative. He could not answer basic questions regarding the operations of the licensee. Balachanoran has not taken any steps to ensure the licensee complies with the

Act as Balachanoran does not understand what Gibson Group's compliance obligations entail.

45. The Director is satisfied that both principal representatives have contravened sections 2(1) and 2(2) of Ontario Regulation 349/13.

IV. GROUNDS FOR REVOCATION OF LICENCE

46. Section 288.6(1) of the Act states that the Chief Executive Officer may, by order, revoke or suspend a service provider's licence in any of the following circumstances:
- i. The licensee ceases to satisfy a prescribed requirement for issuance of the licence.
 - ii. The licensee has contravened or failed to comply with this Act, the regulations or a condition of the licence.
 - iii. The Chief Executive Officer believes, on reasonable grounds, that the licensee is no longer suitable to be licensed having regard to such circumstances as may be prescribed relating to the licensee's business systems and practices and the management of its operations or having regard to such other matters as the Chief Executive Officer considers appropriate.
 - iv. Such other circumstances as may be prescribed.
47. Pursuant to section 2(1) of Ontario Regulation 348/13, the Chief Executive Officer shall consider whether the past conduct of the principal representative provides reasonable grounds for the belief that the service provider's business systems and practices and the management of its operations will not be carried on in accordance with the law or with integrity and honesty.
48. Pursuant to section 2(2) of Ontario Regulation 348/13, the Chief Executive Officer may also consider the past conduct of an individual who may have a beneficial interest in the applicant's business or who exercises control, either directly or indirectly, over the applicant.
49. Firstly, having regard to the past conduct of Gibson Centre, there are reasonable grounds to believe that the activities conducted by or on behalf of Gibson Centre will not be carried out in accordance with the law or with integrity and honesty because Gibson Centre provided false or misleading statements or representations to insurers in respect of services not provided by Dr. F and WC and charged insurers for services not provided.
50. Secondly, Navaratnam was the principal representative of Gibson Centre in 2020 when the false billings were submitted, failed to cooperate with a FSRA summons

as required by section 444.1, and permitted Thavem to run the business of Gibson Centre. Such conduct demonstrates that she is unwilling or unable to comply with her statutory obligations under the Act and is grounds for belief that Gibson Centre's business systems and practices and the management of its operations will not be carried on in accordance with the law or with integrity and honesty.

51. Thirdly, the Director has reasonable grounds to believe that the activities conducted by or on behalf of Gibson Group will not be carried out in accordance with the law or with integrity and honesty because Gibson Centre is closely connected to Gibson Group, and Balachanoran, its principal representative, was unable to answer basic questions about day-to-day operations or describe any aspect of the roles and responsibilities of a principal representative.
52. Fourthly, the Director has reasonable grounds to believe that Thavem is an interested person in Gibson Centre and Gibson Group, and, because of his past conduct, the business systems and practices of both licensees will not be carried on in accordance with the law or with integrity and honesty. Thavem has installed other individuals as principal representatives to hide his involvement in the clinics from the regulator.
53. Accordingly, the Director is satisfied that Gibson Centre and Gibson Group are no longer suitable to be licensed as service providers under the Act.

V. GROUNDS FOR IMPOSING GENERAL ADMINISTRATIVE PENALTIES

54. The Director is satisfied that imposing an administrative penalty under section 441.3(1) of the Act for the contravention of section 447(2)(a.3), paragraph 1 of section 3(2) of Ontario Regulation 7/00, and section 2(2) of Ontario Regulation 349/13 described above will satisfy both of the following purposes under section 441.2(1):
 - i. To promote compliance with the requirements established under the Act; and
 - ii. To prevent a person from deriving, directly or indirectly, any economic benefit because of contravening or failing to comply with a requirement established under the Act.
55. The Director is satisfied that an administrative penalty in the amount of \$50,000 should be imposed on Thavem. As the person in control of Gibson Centre, Thavem was responsible for the submission of Invoices containing false or misleading information and charging insurers for services not provided.
56. Gibson Centre is a corporation licensed as a health service provider and is responsible for the actions of its staff and interested persons. The Director is satisfied that an administrative penalty in the amount of \$200,000 should be

imposed on Gibson Centre for the submission of false or misleading documents and charging insurers for services not provided.

57. Navaratnam is the principal representative of Gibson Centre and was the principal representative when the false billing information was submitted to insurers through HCAI. Navaratnam was responsible for taking reasonable steps to ensure that the licensee's business systems and practices and the management of the licensee's operations are carried on in accordance with the law and with integrity and honesty. Navaratnam did not demonstrate taking any steps to ensure compliance by Gibson Centre, did not provide any explanation to FSRA regarding the false billings, and failed to respond to a summons. The Director is satisfied that an administrative penalty in the amount of \$10,000 should be imposed on Navaratnam.
58. Sections 447(2)(a.3) and section 3 of Ontario Regulation 7/00 are listed in *Schedule 1* of Ontario Regulation 408/12 and contraventions of these sections carry a maximum penalty of \$100,000 for an individual and \$200,000 for a corporation.
59. Section 2 of Ontario Regulation 349/13 is listed in Schedule 2.1 of Ontario Regulation 408/12 and a contravention of this section carries a maximum penalty of \$25,000.
60. In determining the amount of the administrative penalties, the Director has considered the following criteria as required by section 4(2) of Ontario Regulation 408/12:
 - i. The degree to which the contravention or failure was intentional, reckless or negligent;
 - ii. The extent of the harm or potential harm to others resulting from the contravention or failure;
 - iii. The extent to which the person or entity tried to mitigate any loss or take other remedial action;
 - iv. The extent to which the person or entity derived or reasonably might have expected to derive, directly or indirectly, any economic benefit from the contravention or failure; and
 - v. Any other contraventions or failures to comply with a requirement established under the Act or with any other financial services legislation of Ontario or of any jurisdiction during the preceding five years by the person or entity.
61. In respect of the **first criterion**, the Director is satisfied that Gibson Centre and Thavem acted intentionally and recklessly in providing false billings to insurers and charging insurers for services not provided. Thavem took advantage of the COVID-

- 19 pandemic and the HCAI system to defraud insurers of substantial sums of money.
62. The Director is satisfied that Navaratnam was reckless and negligent in failing to fulfill her duties as a principal representative of Gibson Centre.
 63. In respect of the **second criterion**, the Director is satisfied that Thavem and Gibson Centre caused serious economic harm. Submitting fraudulent Invoices and charging insurers for services not provided caused significant financial harm to the insurance companies who were defrauded as they pay for services that are not rendered or administered to individuals. Additionally, it causes potential harm to the insureds as they could be denied future benefits or have claims denied due to the fraudulent billings in their name.
 64. Further, the HCAI system relies on honest and truthful submissions by licensees. Gibson Centre and Thavem abused that system of trust by submitting numerous false billings and took advantage of a time of turmoil during the early stages of the COVID-19 pandemic. Navaratnam's failure to govern the conduct of Gibson Centre further exacerbated this harm.
 65. In respect of the **third criterion**, Gibson Centre and Thavem took no steps to mitigate the harm caused by their actions. Neither has returned any of the money to the insurers, nor have they taken responsibility for their actions. Additionally, Navaratnam did not demonstrate any steps to address the business systems or practices of Gibson Centre.
 66. In respect of the **fourth criterion**, the Director is satisfied that Gibson Centre and Thavem derived an economic benefit of almost \$200,000 directly from the submission of fraudulent Invoices.
 67. The Director notes that there is no evidence as to whether Navaratnam gained an economic benefit from her contraventions.
 68. In respect of the **fifth criterion**, the Director is unaware of any contraventions or failures to comply with a requirement established under the Act or with any other financial services legislation in Ontario or of any jurisdiction during the preceding five years by Gibson Centre, Thavem, and Navaratnam.

DATED at Toronto, Ontario, November 21, 2023

Elissa Sinha
Director, Litigation and Enforcement

By delegated authority from the Chief Executive Officer