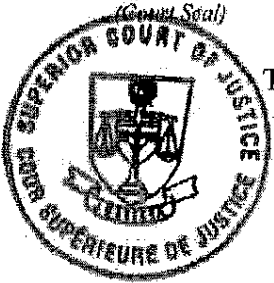


CLAA

**ONTARIO
SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST**

BETWEEN:



THE CATALYST CAPITAL GROUP INC. and CALLIDUS CAPITAL CORPORATION

Plaintiffs

and

WEST FACE CAPITAL INC., GREGORY BOLAND, MSV ADVISORS INC.
C.O.B. ANSON GROUP CANADA, ADMIRALTY ADVISORS LLC,
FRIGATE VENTURES LP, ANSON INVESTMENTS LP, ANSON CAPITAL
LP, ANSON INVESTMENTS MASTER FUND LP, AIMF GP, ANSON
CATALYST MASTER FUND LP, ACF GP, MOEZ KASSAM, ADAM
SPEARS, SUNNY PURI, CLARITYSPRING INC., NATHAN ANDERSON,
BRUCE LANGSTAFF, ROB COPELAND, KEVIN BAUMANN, JEFFREY
MCFARLANE, DARRYL LEVITT, RICHARD MOLYNEUX and JOHN DOES

#1-10

Defendants

and

CANACCORD GENUITY CORP

Third Party

THIRD PARTY CLAIM

TO THE THIRD PARTY

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by way of a Third Party Claim in an action in this Court.

The action was commenced by the Plaintiff against the Defendant for the relief claimed in the Statement of Claim served with this Third Party Claim. The Defendant has defended the action on the grounds set out in the Statement of Defence served with this Third Party Claim. The Defendant's Claim against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS THIRD PARTY CLAIM, you or an Ontario lawyer acting for you must prepare a defence in Form 29B prescribed by the *Rules of Civil Procedure*, serve it on the lawyers for the other parties or, where a party does not have a lawyer, serve it on

the party, and file it, with proof of service, WITHIN TWENTY DAYS after this Third Party Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Third Party Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Third Party Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Third Party Defence.

YOU MAY ALSO DEFEND the action by the Plaintiff against the Defendant by serving and filing a Statement of Defence within the time for serving and filing your Third Party Defence.

IF YOU FAIL TO DEFEND THIS THIRD PARTY CLAIM, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date

Jan 26 / 18

Issued by



Local Registrar

Address of

court office:

Superior Court of Justice 1 NS
193 University Avenue, 10th Floor
Toronto ON M5G 1E1 R9 / 18

TO:

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Defendant by Counterclaim

AND TO: **GABRIEL DE ALBA**

Defendant by Counterclaim

AND TO: **JAMES RILEY**

Defendant by Counterclaim

AND TO: **VIRGINIA JAMIESON**

Defendant by Counterclaim

AND TO: **EMMANUEL ROSEN**

Defendant by Counterclaim

AND TO: **B.C. STRATEGY LTD.**

City Point
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England

Defendant by Counterclaim

AND TO: **B.C. STRATEGY UK LTD.**

City Point
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Defendant by Counterclaim

AND TO: **PSY GROUP INC.**

Defendant by Counterclaim

CLAIM

1. The Defendant, Bruce Langstaff, claims against the Third Party, Canaccord Genuity Corp:
 - (a) contribution and indemnity under common law, equity and statute for any amounts which the defendant, Bruce Langstaff, may be found to be responsible to the plaintiffs including damages, costs, interest, tax or any other amounts, or each of them;
 - (b) contribution and indemnity under sections 2 and 3 of the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, for any amounts which the defendant, Bruce Langstaff, may be found to be responsible to the plaintiffs including damages, costs, interest, tax or any other amounts, or each of them;
 - (c) damages for breach of contract and wrongful dismissal in the sum of \$750,000 representing the compensation that Mr. Langstaff would have earned during the common law notice period of 12 months;
 - (d) damages of a further \$750,000 for the Third Party's breach of its duty of good faith and fair dealing in the performance of its contractual relations with Mr. Langstaff;
 - (e) damages in the amount of \$300,000 for earned but unpaid compensation for the 6 months the plaintiff was employed prior to termination in fiscal 2018;
 - (f) in the alternative to the relief sought in the preceding subparagraph, damages for unjust enrichment in the sum of \$300,000;

- (g) damages in an amount to be particularized at trial which are sufficient to replace the benefits Mr. Langstaff would have received from the Third Party over the course of the notice period, including medical, dental, disability, life insurance, and other benefits;
- (h) damages in the sum of \$6,000.00 or such other amount to be particularized at trial representing the loss of Canaccord's contributions to Mr. Langstaff's ESPP non-registered savings plan;
- (i) reimbursement for any and all expenses Mr. Langstaff incurs in an effort to mitigate the loss of his employment in the sum of \$15,000 or such other amount as may be particularized at trial;
- (j) an order requiring the Third Party to pay the cash value of the deferred compensation awarded to the plaintiff prior to the termination of his employment based on the value of the Canaccord shares in accordance with the valuation and time of payment required by the relevant plan terms and all dividends associated with the aforementioned deferred compensation;
- (k) an order declaring the forgivable loan provided to Mr. Langstaff by Canaccord is forgiven and a mandatory order confirming that Canaccord cannot seek the return of the shares owned by Mr. Langstaff and previously pledged as collateral in connection with the loan;
- (l) punitive and aggravated damages in the sum of \$100,000;

- (m) interest on any amounts found due and owing to Mr. Langstaff at the rate equal to the reasonable return which he would have earned had those funds been paid to him when due;
- (n) in the alternative to the relief sought in the preceding paragraph, pre-judgment interest in accordance with and at the rate provided by Section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C 43, as amended;
- (o) post-judgment interest in accordance with and at the rate provided by Section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C 43, as amended;
- (p) the costs of the main action on a substantial indemnity basis, or in the alternative, on a partial indemnity basis, plus any and all applicable taxes;
- (q) the costs of this Third Party Claim on a substantial indemnity basis, or in the alternative, on a partial indemnity basis, plus any and all applicable taxes; and,
- (r) such further and other relief as to this Honourable Court may seem just.

The Parties

2. The plaintiff in the Third Party Claim, Bruce Langstaff, pleads and relies upon the allegations contained in the Statement of Defence and Counterclaim in support of the Third Party Claim.

3. Capitalized terms not otherwise defined have the meaning ascribed to them in the Statement of Defence and Counterclaim.

4. The Third Party, Canaccord Genuity Corp. ("Canaccord" or the "Third Party"), is a Canadian based, full-service global financial institution that carries on business in two segments of the financial services industry: wealth management and capital markets. Canaccord is one of the largest independent investment dealers in Canada.

5. Mr. Langstaff is an individual residing in the City of Toronto, in the Province of Ontario. He commenced employment with Canaccord in or around November 2013. He was 45 years old and had approximately 4 years of service with Canaccord when his employment was terminated on or about September 26, 2017. It is not in dispute that Mr. Langstaff's employment was terminated without cause.

6. Mr. Langstaff completed his Bachelor of Commerce degree with First Class Honours at Queen's University and has also completed his CFA designation. He has over 22 years of experience in the institutional capital markets industry, in both agency and proprietary roles.

7. As particularized in greater detail in the Statement of Defence and Counterclaim, Canaccord was induced by the plaintiffs in the main action to terminate Mr. Langstaff's employment.

Mr. Langstaff's Employment with Canaccord

8. At the time of his employment termination, Mr. Langstaff held the role of Managing Director, Canadian Equity Sales. In that capacity, he held a highly specialized role within the Canadian Equity Sales team servicing a wide range of clients such as hedge funds, family offices and other institutional investors in relation to their capital market needs.

9. Mr. Langstaff assisted clients with a variety of matters including but not limited to customized solutions to various business issues, financings and recommended trading strategies.

10. In addition to his responsibilities for coverage of client accounts, Mr. Langstaff was also authorized to execute certain trades using Canaccord's own capital on a regular basis. On a number of occasions, he was asked to provide advice and assistance in relation to financings for the firm's corporate clients. Mr. Langstaff was also the General Securities Principal at Canaccord and in that capacity was responsible for supervising the Toronto office from a US compliance standpoint.

11. At the time of termination, Mr. Langstaff reported to Jason Melbourne, Head of Institutional Equity Sales.

Compensation History

12. Compensation for senior employees in the financial services industry has two primary components: a base salary and an annual incentive. The annual incentive for Mr. Langstaff constituted the vast majority of his overall compensation package and formed an essential and integral part of the terms of his employment. The annual incentive was paid through a combination of a cash payment and restricted share units ("RSUs").

13. Mr. Langstaff's annual incentive was set based on a number of factors, including but not limited to his individual performance, the performance of Institutional Equity Sales, Canaccord's performance, the size of the bonus pool and market competitive compensation.

14. Canaccord's fiscal year runs from April 1 to March 31 and incentives are generally paid only once per annum shortly following the completion of each fiscal year. Employees at Canaccord

are also eligible for a semi-annual bonus payment which is paid in cash following the second quarter of the fiscal year.

15. Although the incentive compensation is subject to some discretion on the part of the Global Operating Committee and the Board of Directors at Canaccord, to the extent that the amount of the annual incentive is discretionary Canaccord is required to exercise its discretion in determining that amount reasonably, fairly and in good faith. It would be an improper exercise of discretion for Canaccord to either:

- (a) Pay no bonus or a lower bonus in a year or part year worked than the amount that would have been paid had the employee's employment been continued because it intends to terminate the employee in the foreseeable future or because it has terminated the individual's employment; or
- (b) Pay a lower bonus for the notice period than the amount that would have been paid had the employee's employment been continued so as to leave more money in the bonus pool for distribution amongst those employees who remain with the firm,

16. As a component of his annual incentive, Mr. Langstaff received RSUs each year. Each RSU represents a right to receive one Canaccord share or the value thereof as well as any related dividend payments.

17. Mr. Langstaff was paid total compensation ranging from approximately \$625,000-\$750,000 including base salary, cash bonus and RSUs, but excluding benefits in the complete years he worked at Canaccord.

18. Some of the RSUs previously awarded to Mr. Langstaff have not yet been paid. The RSUs awarded to Mr. Langstaff are scheduled to vest and payout in equal installments on each of the three anniversary dates following the date of grant. In the case of a termination without cause, employees receive the full value of these awards on the usual vesting dates with a value calculated at or around the time of payout.

Events Leading Up to the Termination

19. As particularized in greater detail in the Statement of Defence and Counterclaim, Mr. Langstaff has been named as a defendant in the main action by the plaintiffs.

20. Other than a bald allegation that he was a “co-conspirator” in the events described in the Statement of Claim, the only acts or omissions attributed to Mr. Langstaff relate to trading activities allegedly facilitated by him on behalf of Canaccord’s clients in the course of his employment.

21. Mr. Langstaff pleads that, at all material times, he carried out the duties of his employment honestly and in good faith.

22. On or about August 16, 2017, Mr. Langstaff attended a meeting with Mr. Melbourne and Darren Hunter, Head of Trading, who are members of Canaccord’s senior management team and was advised Catalyst told Canaccord, *inter alia*:

- (a) Catalyst had made a complaint to the OSC regarding an alleged short-selling attack on the stock of Callidus;

- (b) Mr. Langstaff was currently under investigation by the OSC for his alleged role in the short-selling attack; and
- (c) There was a piece of business that Canaccord was hoping to do with Catalyst and that Mr. Langstaff's continued employment would be an impediment to Catalyst awarding that business to Canaccord.

23. Mr. Langstaff pleads that he has never been approached by the OSC concerning a potential investigation in connection with Catalyst or Callidus. Moreover, Mr. Langstaff has never been advised that he is the subject of any investigation by the OSC.

24. On or about September 6, 2017, Mr. Langstaff was advised that an internal investigation had been commenced into his conduct by Canaccord.

25. Mr. Langstaff was interviewed as part of the internal investigation on or about September 14, 2017. Mr. Langstaff met with internal legal counsel for Canaccord as well as Bruce Maranda, Chief Compliance Officer. At all material times, Mr. Langstaff cooperated during the investigation process.

26. In the course of the internal investigation, Mr. Langstaff advised the individuals present that in the summer of 2016 he had alerted Canaccord to concerns he had regarding the accuracy of its completion of various disclosure documentation some years earlier in connection with business Canaccord had done for Callidus. At the request of Patrick Burke, President of Canaccord, he provided Mr. Burke with a memorandum outlining his concerns but he took no other steps internally or externally with respect to that issue.

27. Shortly after the investigation, Mr. Langstaff was told by members of Canaccord's internal legal counsel that the investigation report had been submitted to senior management and it concluded that Mr. Langstaff had not engaged in any wrongdoing.

28. On a number of occasions from mid-August, 2017 to the termination date members of senior management repeatedly advised Mr. Langstaff that the allegations made by Catalyst or its principals did not impact Canaccord's view of him and that his employment was secure.

29. Mr. Langstaff's employment was terminated without cause on or about September 26, 2017. Mr. Langstaff was explicitly advised that his employment was being terminated due to a restructuring and not for any reason attributable to his performance.

30. However, subsequent to his termination, Mr. Langstaff was explicitly advised that his employment was in fact terminated in whole or in part because of pressure applied by the plaintiffs on Canaccord as particularized in greater detail in the Statement of Defence and Counterclaim.

Contribution and Indemnity

31. Mr. Langstaff was an officer and an employee of Canaccord who carried out his duties honestly and in good faith. He is being sued as a result of his employment duties to cover the clients of Canaccord who are named as defendants in the main action.

32. Mr. Langstaff pleads that he acted within the scope of his authorized duties as an employee at all material times. In connection with any of his dealings with the other defendants in the main action who were clients of Canaccord, Mr. Langstaff denies that any of his conduct would result in liability to the plaintiffs herein. To the extent there is any liability, which is not admitted but denied, Mr. Langstaff was acting as an agent of Canaccord.

33. Although Mr. Langstaff denies the plaintiffs are entitled to any damages or other amounts due to his conduct, Mr. Langstaff pleads that Canaccord is jointly and severally liable for any damages flowing from actions or omissions carried out by Mr. Langstaff while he was an employee.

34. But for the wrongful termination of his employment by Canaccord, he would have remained an employee of Canaccord when he was named a defendant in the Main Action and as his employer, Canaccord would have been required to defend the action and/or indemnify him. Mr. Langstaff pleads that he is entitled to be indemnified by Canaccord for any damages, costs, interest, penalties, taxes or other amounts incurred in connection with the defence of the main action.

35. Mr. Langstaff pleads and relies upon the relevant statutory indemnification provisions which are applicable to his employment terms with Canaccord, and in particular:

- (a) British Columbia's *Business Corporations Act*, SBC 2002, c 7, as amended; and
- (b) Ontario's *Business Corporations Act*, RSO 1990, c B 16, as amended.

36. In addition or in the alternative, Mr. Langstaff pleads that he is entitled to contribution and indemnity from Canaccord at common law for any amounts which he may be found to be responsible to the plaintiffs, or each of them, and for all costs of his defence.

37. The Statement of Claim alleges that Mr. Langstaff participated in a Conspiracy and as such committed various tortious acts, which is denied. In the alternative, to the extent that any liability attaches to these allegations Mr. Langstaff pleads and relies upon the relevant provisions of the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, in support of his claims for contribution and

indemnity from the Third Party for any amounts which he may be found to be responsible to the plaintiffs, or each of them.

Earned but Unpaid Incentive Compensation for Fiscal 2018

38. Mr. Langstaff worked for approximately 6 months in fiscal 2018 prior to the termination of his employment. Mr. Langstaff's performance was strong as it had been throughout the course of his employment. Mr. Melbourne and Mr. Burke had discussed the possibility of an expanded role with Mr. Langstaff where he would be given responsibility for the Global Energy Distribution business. Mr. Langstaff had also prepared a business plan at the request of management where he would take charge of the Convertible Debt business and both of these areas would have represented a significant expansion of his role.

39. At the time his employment termination was communicated, Mr. Langstaff was specifically advised it was not due to his performance.

40. Mr. Langstaff worked for approximately 6 months in fiscal 2018 prior to the termination of his employment without cause. Mr. Langstaff claims damages in the sum of \$300,000 representing 6 months of incentive compensation using annualized incentive of \$600,000 in line with prior awards.

41. In the alternative to his contractual claim for earned but unpaid incentive compensation for the 6 months worked in fiscal 2018, Mr. Langstaff claims he is entitled to these damages based on unjust enrichment. Mr. Langstaff provided services to Canaccord during the above-noted period and Canaccord was enriched by virtue of those services and the revenue generated as a result. Mr. Langstaff suffered a corresponding deprivation by working in good faith for that period on the

basis that he would receive incentive compensation in addition to his base salary and he had been deprived of a fair incentive compensation award and the opportunity to earn income elsewhere. There is no juristic reason which supports Canaccord's enrichment in this case.

42. To the extent Canaccord purports to rely upon any contract of employment or policy or plan document to deny Mr. Langstaff payment of incentive for a part year worked, Mr. Langstaff pleads such documentation does not apply in the case of a termination of employment without cause, is ambiguous and should be construed against Canaccord, or in the alternative, it contravenes minimum employment standards and is void and unenforceable.

Notice Period

43. Mr. Langstaff's employment was of indefinite duration and in the absence of lawful cause is terminable only upon the provision of reasonable notice or payment of compensation in lieu thereof.

44. By the time of his employment termination, Mr. Langstaff was 45 years old and had worked for Canaccord for approximately 4 years. He held a senior and extremely specialized role and there are few, if any comparable jobs available in Toronto for a role similar to the one held by Mr. Langstaff. In fact, given his specialized role and senior level, it is likely only the largest banks and independent brokerage firms might be interested in hiring him and it would likely require Mr. Langstaff to convince a potential employer to create a new role for him.

45. Prior to his employment termination, Mr. Langstaff was a highly compensated and senior employee at Canaccord with a strong reputation within the firm and in the financial services industry. At the time of this Third Party Claim he remains unemployed.

46. Mr. Langstaff's termination occurred a time when there have been significant job cuts at many of the major Canadian banks and brokerage firms with an overall trend to reducing headcount in the last few years. In the circumstances, Mr. Langstaff may never re-employ in a position comparable to the one he has lost.

47. Mr. Langstaff pleads that in all of the circumstances he is entitled to compensation in lieu of notice for a period of 12 months.

Compensation Over the Notice Period

48. But for the wrongful termination of Mr. Langstaff's employment and the failure of Canaccord to give reasonable notice prior to his termination, Mr. Langstaff's performance over the notice period would have been consistent with his strong historic performance at Canaccord.

49. Mr. Langstaff pleads he should be compensated for the loss of his total compensation, including cash bonus and cash in lieu of any further RSUs which would have been awarded for the part period worked in fiscal 2018 and over the common law notice period.

50. The plaintiff claims compensation of \$750,000 in lieu of 12 months of notice claimed.

51. To the extent that Mr. Langstaff has received any payments on account of the damages pleaded in this Third Party Claim, Canaccord will receive credit for those amounts.

52. Canaccord has failed to meet even its minimum statutory obligations and has not paid Mr. Langstaff the full amount required under the applicable employment standards, but wrongfully deducted an erroneous amount claimed to be for vacation taken in excess of his allotted days.

53. At the time his employment was terminated, Mr. Langstaff had a number of RSUs outstanding. It is not expected to be in dispute that Canaccord is required to make payment for these outstanding awards on the usual schedule calculated on the usual basis. Mr. Langstaff seeks an order confirming that entitlement.

54. Mr. Langstaff participated in Canaccord's ESPP non-registered savings plan and he seeks compensation sufficient to make him whole for the loss of the employer's contribution to that program through the common law notice period.

55. As a part of Mr. Langstaff's compensation package, he received employment benefits for himself and his family, including but not limited to medical, dental, life insurance, disability, and other benefits. Mr. Langstaff seeks damages on account of those benefits to the extent they have not been continued in an amount to be particularized at trial.

56. Mr. Langstaff will incur expenses in the course of mitigating his income loss which he would otherwise not have incurred and he seeks reimbursement of those expenses in addition to any other damages claimed.

Forgivable Loan

57. As part of his compensation, Mr. Langstaff was eligible for a loan from Canaccord of \$300,000 offered to him at the time of hiring forgivable on the completion of four years of service. The loan was to be used exclusively to purchase Canaccord common shares and was conditional upon Mr. Langstaff purchasing an equal amount of Canaccord's shares with his own funds. The shares Mr. Langstaff purchased with his own funds and the borrowed funds and pledged as collateral for the loan would be free of any liens or encumbrances after the loan forgiveness date.

Subsequent to the termination of his employment, Canaccord confirmed the loan would be forgiven on the usual date of January 6, 2018 which falls within the lawful notice period.

58. As of the date of the filing of this Third Party Claim, Canaccord has released the shares pledged as collateral to Mr. Langstaff. However, Canaccord has taken the position that it reserves its rights to seek the return of the shares in the event of a determination that Mr. Langstaff engaged in conduct amounting to just cause. As part of the relief sought in this Third Party Claim, Mr. Langstaff seeks an order confirming that: (a) the loan provided to Mr. Langstaff by Canaccord is forgiven; and (b) Canaccord cannot compel Mr. Langstaff to return the shares owned by Mr. Langstaff and previously pledged as collateral in connection with the forgivable loan.

Breach of the Duty of Good Faith

59. Mr. Langstaff also pleads that Canaccord is required to deal with its employees and perform its contractual obligations honestly and in good faith. It would be a breach of Canaccord's common law obligations to act capriciously, arbitrarily, or without regard to the legitimate contractual interests of Mr. Langstaff in carrying out its obligations under the employment contract.

60. Canaccord breached its duties of good faith and fair dealing when it terminated Mr. Langstaff's employment due to the pressure exerted by the plaintiffs in the main action. Canaccord facilitated the commission of the torts of inducing breach of contract and interference in economic relations perpetrated by the plaintiffs.

61. Canaccord knew or ought to have known that the allegations made by the plaintiffs about alleging wrongdoing by Mr. Langstaff were categorically false.

62. Canaccord made a deliberate decision to terminate Mr. Langstaff's employment in order to insulate the company from a potential lawsuit by the plaintiffs and enhance its potential revenues at the expense of Mr. Langstaff. In addition or in the alternative, Canaccord sought to avoid the potential negative press that would have resulted from Canaccord and one of its employees being named as a defendant in the main action.

63. Mr. Langstaff's employment termination is associated with false allegations made by the plaintiffs in the main action and the fact he is a defendant in a lawsuit has and will continue to have a negative impact on Mr. Langstaff's ability to reemploy. He will suffer losses beyond the ordinary losses associated with wrongful dismissal as a result of the damage to his reputation and the fear that other employers will have of hiring an individual being sued by the plaintiffs in the main action.

64. Had Canaccord refused to cooperate with the plaintiffs' pressure to terminate Mr. Langstaff's employment, Mr. Langstaff would have remained an employee of Canaccord and Canaccord would have been a defendant to the lawsuit and/or would have assumed the defence of Mr. Langstaff and/or Mr. Langstaff would still be gainfully employed while facing these allegations. Mr. Langstaff has instead found himself unemployed with a damaged reputation by virtue of his status as a defendant to a lawsuit advanced by the plaintiffs.

65. Mr. Langstaff pleads that Canaccord's conduct was flagrant, outrageous, reprehensible, and showed a reckless disregard for Mr. Langstaff and his well-being.

66. As a direct result of Canaccord's decision to accede to the plaintiffs' pressure to terminate Mr. Langstaff's employment and leave him to defend the lawsuit while unemployed, he has experienced stress, anxiety, loss of sleep, and other physical manifestations of stress.

67. Mr. Langstaff pleads that such actions are worthy of censure by this Honourable Court and he claims punitive and aggravated damages in the sum of \$100,000.

68. Mr. Langstaff pleads and relies upon Section 29.01 of the *Rules of Civil Procedure*, R.S.O. 1990, Reg 194.

69. Mr. Langstaff proposes that the Third Party Claim be tried consecutively or concurrently with the main action.

70. Mr. Langstaff proposes that the Third Party Claim be tried in the City of Toronto.

Jan 26/18
(Date of issue)

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THE CATALYST CAPITAL GROUP INC. et al.
Plaintiffs

-and- WEST FACE CAPITAL INC. et al.
Defendants

Court File No. CV-17-587463-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE – COMMERCIAL
LIST**

PROCEEDING COMMENCED AT
TORONTO

THIRD PARTY CLAIM

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