

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE CATALYST CAPITAL GROUP INC.

Plaintiff

and

**VIMPELCOM LTD., GLOBALIVE CAPITAL INC., UBS SECURITIES
CANADA INC., TENNENBAUM CAPITAL PARTNERS LLC, 64NM
HOLDINGS GP LLC, 64NM HOLDINGS LP, LG CAPITAL INVESTORS LLC,
SERRUYA PRIVATE EQUITY INC., NOVUS WIRELESS
COMMUNICATIONS INC., WEST FACE CAPITAL INC. and MID-BOWLINE
GROUP CORP.**

Defendants

COSTS SUBMISSIONS OF CATALYST CAPITAL GROUP INC.

September 20, 2018

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE CATALYST CAPITAL GROUP INC.

Plaintiff

and

**VIMPELCOM LTD., GLOBALIVE CAPITAL INC., UBS SECURITIES
CANADA INC., TENNENBAUM CAPITAL PARTNERS LLC, 64NM
HOLDINGS GP LLC, 64NM HOLDINGS LP, LG CAPITAL INVESTORS
LLC, SERRUYA PRIVATE EQUITY INC., NOVUS WIRELESS
COMMUNICATIONS INC., WEST FACE CAPITAL INC. and MID-
BOWLINE GROUP CORP.**

Defendants

COSTS SUBMISSIONS OF CATALYST CAPITAL GROUP INC.

(A) Overview

1. There are three fundamental issues raised by the costs (\$2,197,010.26) claimed by the Defendants.
2. First, is this an appropriate case for an award of substantial indemnity costs as opposed to partial indemnity costs?
3. Second, are the amounts claimed—summarized for ease of reference in Schedule A hereto—justifiable on the basis of the general principles set out in **Boucher v. Public Accountants Council for the Province of Ontario** (2004), 71 O.R. (3d) 291 (C.A.)?
4. Third, are the costs claimed reasonable, for a motion that took 2 ½ days in August 2017 to argue, supplemented by brief submissions following the issuance of the reasons for decision of Court of Appeal in the **Moyse** action ?
5. It is respectfully submitted that the answer to each of the above questions is “no”, and that the cost recoveries on a partial indemnity basis, as suggested by Catalyst in Schedule A, are appropriate.

(B) Issue #1: Substantial Indemnity or Partial Indemnity Costs ?

6. Each of the defendants seek to recover costs of their successful stay motion on a substantial indemnity *scale*.
7. The general principles as to whether costs should be awarded on a substantial indemnity basis are well established.
8. In the oft-cited case of **Prinzo v. Baycrest Centre for Geriatric Care** (2002), 60 O.R. (3d) 474, the Ontario Court of Appeal held that substantial indemnity costs are awarded in very rare occasions such as where a party has displayed outrageous conduct during the proceedings:

“Issue 6: The Costs Award

[76] The trial judge awarded Prinzo solicitor-and-client costs but provided no reasons for doing so. Nor did he provide counsel the opportunity to make submissions on costs. **As a general rule solicitor-and-client costs are awarded on very rare occasions such as when a party has displayed outrageous conduct during the proceedings: Mackin v. New Brunswick (Minister of Finance); Rice v. New Brunswick, 2002 SCC 13 at para. 86, referring to Young v. Young, [1993] 4 S.C.R. 3 at p. 134, 108 D.L.R. (4th) 193 (where partial solicitor-and-client costs were upheld on the basis of the husband's non disclosure of financial information during the trial).** On occasion reasons of public interest may also justify the making of such an order: Mackin, supra, at para. 86, referring to Friends of Oldman River Society v. Canada (Minister of Transport), [1992] 1 S.C.R. 3 at p. 80, 88 D.L.R. (4th) 1. This court's decision in Foulis v. Robinson (1978), 21 O.R. (2d) 769, 92 D.L.R. (3d) 134 (C.A.) contains a very helpful analysis of the jurisdiction to award costs on a solicitor-and-client basis, or substantial indemnity scale as they are now called. Dubin J.A. at p. 776 O.R., p. 142 D.L.R. cautions against a trial judge awarding solicitor-and-client costs because the parties did not settle, or second guessing how a trial should be conducted. [page499] Costs on a solicitor-and-client scale are not to be awarded as damages. They are awarded to mark the court's disapproval of the conduct of a party during the litigation: Mortimer v. Cameron (1994), 17 O.R. (3d) 1, 111 D.L.R. (4th) 428 (C.A.) at p. 23 O.R., citing with approval Foulis, supra, notwithstanding the broad discretion of a trial judge contained in rule 49.13 [of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194]. In light of these principles, the trial judge erred in awarding solicitor-and-client costs because there is no basis in the record for such an award. I would set aside the award of costs.” (underlining added)

9. The above principles were applied by the Ontario Divisional Court in **Greenlight Capital Inc. v. Stronach et al** (2008), 91 O.R. (3d) 341, in which the Court stated as follows:

“ [68] It is a well-established principle of law that costs on a substantial indemnity basis are to be awarded only in rare and exceptional cases, where there has been reprehensible, scandalous or outrageous conduct in the course of litigation (Hunt v. TD Securities Inc. (2003), 66 O.R. (3d) 481, [2003] O.J. No. 3245 (C.A.), at p. 509 O.R.). The fact that a party has failed to substantiate its claims is not a basis for awarding higher costs (Young v. Young, [1993] 4 S.C.R. 3, [1993] S.C.J. No. 112, at para. 66).”

10. In this case, the Divisional Court upheld awards of costs ranging from \$561,000 to \$870,000 in respect of a **thirteen day hearing**:

“[17] In a subsequent decision on costs, released May 10, 2007, the application judge awarded costs to the respondents on a substantial indemnity basis. His reasons for such an award are explained in the following quotation (Costs Endorsement, para. 11):

In the case at bar, Greenlight having failed to achieve its goal of causing a restructuring of MID's business for the purpose of affecting a short term "bump" in MID's share price, chose to initiate an oppression application to achieve that result. I have found that all of the allegations of oppressive conduct are not substantiated and I further found all of the serious allegations of misconduct, impropriety, breach of fiduciary [sic] and lack of professionalism levelled against the individual Respondents and against the professional advisers to the Respondents to be totally unfounded. Such a misuse of the court's process cannot be condoned and should be censured by the court, and accordingly, in my view, an award of costs on a substantially [sic] indemnity scale is amply justified in the case at bar.

[18] The application judge ordered costs of \$870,000 to MID and Mr. Simonetti, \$653,000 to 445 and Mr. Stronach, \$561,000 to the members of the Special Committee and \$85,000 to Brian Tobin, against whom the application had been dismissed prior to [page247] the hearing. The amount ordered to MID and Mr. Simonetti included 134.5 hours of work that took place prior to the commencement of the application.”

11. Applying similar principles, in **Ontario Community Housing Corp. v. Foustanelas** [2015] O.J. No. 2015, the Ontario Court of Appeal upheld an award of full indemnity costs of **\$630,475.47** for a **27 day trial**:

“94 There is no doubt that the costs awarded by the trial judge for this lengthy trial (\$630,475.47) are significant. However, the trial judge provided clear and detailed reasons for his costs disposition, including his ruling that full indemnity costs were warranted. In so doing, he considered the applicable principles regarding the awarding of elevated costs. **He recognized such costs should be awarded only in limited circumstances involving "reprehensible" conduct: at paras. 14 - 15. He noted, at para. 20, that the defendants engaged in a course of fraudulent conduct involving "inordinate and blatant wrong-doing"; that OCHC, the victim of the fraud, is a public housing corporation; and that ACL's success on its counterclaim, which OCHC conceded, was relatively minor. To this, I would add that the defendants' misconduct continued after the expiry of the original Carpet Contract. When renewal contracts were entered into and approved by Foustanelas, the delivery of falsified invoices to OCHC continued until OCHC discovered the fraud of its own accord.**” (underlining added)

12. The above-referenced principles were recently applied by Justice Stinson in **Bedard v. Bedard** [2018] O.J. No. 3171:

“ *Scale of Costs*

9 Ric seeks costs of the preliminary motions on a substantial indemnity scale and of the appeal on a partial indemnity scale. As a general rule, substantial indemnity costs are awarded on very rare occasions such as when a party has displayed outrageous conduct during the proceedings: *Prinzo v. Baycrest Centre for Geriatric Care*, 2002 CanLII 45005 (ON CA). Or, as the Court of Appeal affirmed in *Oz Optics Ltd. v. Timbercon, Inc.*, 2012 ONCA 735 (at para. 16) "substantial indemnity costs are warranted when one of the parties is guilty of reprehensible conduct either prior to the litigation or during the litigation itself. ..."

10 While Del's decision to move to quash the appeal was ill-advised, **I cannot say that it reached the level of misconduct during the course of the litigation sufficient to warrant the rare and exceptional sanction of a punitive order as to costs.** I therefore conclude that partial indemnity costs only should be awarded.” (underlining added)

13. It is respectfully submitted that upon a proper application of the above principles, partial and not substantial indemnity costs are appropriate in relation to the motions to strike. It is further submitted that this Court held, in substance, that the principles of res judicata and abuse of process operated to bar Catalyst from continuing the instant case on the merits. Unlike the decision in the Moyses action which dismissed Catalyst's substantive allegations of misconduct

against Moyses and West Face on the merits after a trial taking into account a full evidentiary record, the result in the case at bar did not adjudicate whether or not there was any substance to Catalyst's allegations that the Defendants in this action had breached or induced breaches of any contractual obligations owed to Catalyst. In fact, no Court has made any such determination.

14. In the result, this case is fundamentally different than the Moyses case, and the submissions made by several of the Defendants that the award of substantial indemnity costs in that case governs, is misplaced.

15. It is respectfully submitted that partial indemnity costs should be awarded.

(C) Issue #2: the Principles in Boucher v. Public Accountants Council for the Province of Ontario (2004), 71 O.R. (3d) 291 (C.A.) ("Boucher")

16. In determining the appropriate *quantum* of costs to be awarded, it is respectfully submitted that the well known principles summarized in the decision of the Ontario Court of Appeal in Boucher are applicable.

17. These principles establish that fixing costs is not a mechanical exercise based on the multiplication of hours spent times an hourly rate. Rather, the operative principle is that costs awards must be based on what is "fair and reasonable" taking into account all of the relevant circumstances, including the expectations of the parties. The latter consideration is often measured by the costs incurred by the losing party, against whom costs are sought.

18. The above principles have been repeated in numerous cases including Davies v. Clarington (2009), 100 O.R. (3d) 66, at paras. 51-52:

"20 In her analysis, the trial judge identified the principles established in the two well-known cases of *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.), and *Moon v. Sher* (2004), 246 D.L.R. (4th) 440 (Ont. C.A.). The principles are that the fixing of costs is not merely a mechanical exercise; that the result of applying the costs grid must be considered, in particular whether in all the circumstances the result is fair and reasonable; and that in deciding what is fair and reasonable, the expectation of the parties is a relevant factor."

19. See also, Anderson v. St. Jude Medical Inc. 264 D.L.R. (4th) 557, in which the Ontario Divisional Court provided a detailed review of the principles derived from Boucher.

20. The *actual fees* billed to and paid by Catalyst to the Lax O'Sullivan firm for all of its services in the "VimpelCom" case, including the commencement of the proceedings, the preparation for and argument of stay motions in August 2017, and the attendances before this court in September 2007 are detailed in Schedule B hereto. Those fees (excluding HST and disbursements) totaled \$266,022.00. To obtain the full picture in relation to the aggregate fees now sought to be recovered by the Defendants, the *actual fees* of Moore Barristers for the

attendances and submissions following the issuance of the Court of Appeal's reasons for decision must be added. These additional fees (not including HST) were \$30,685, which involved a certain amount of overlap with the work undertaken by Lax O'Sullivan

21. Based on the above principles, and the actual fees incurred by Catalyst, it is respectfully submitted that the fees sought to be recovered by the Defendants are excessive and cannot be justified.

(D) Issue #3: Are the fees sought to be recovered fair and reasonable ?

22. To put these issues into perspective, the costs in issue relate to motions that took 2 ½ days to argue in August 2017, supplemented by a further brief attendance on April 16, 2018.

23. The motions in question were dealt with:

(1) on the basis of a Record primarily comprised of 19 Volumes of materials almost exclusively derived from filings already made in the Moyses action;

(2) without any cross-examinations;

(3) without any productions or discoveries;

(4) following the delivery of relatively brief statements of Defence (see Schedule B hereto);

(5) on the basis of largely overlapping legal arguments, and,

(6) in a process that was substantially led by counsel for WestFace, as to the filings delivered and oral submissions made to the Court.

24. This context is similar to some of the circumstances that existed in the **Boucher** case. In that case, in addition to articulating the general principles referred to above, the Court of Appeal stated as follows in deciding to reduce the costs which had been awarded by the motions judge:

“[28] With respect, I disagree with the motions judge. The total amount of \$187,682.51 was not a fair and reasonable sum to award in the circumstances of this case, even given the respondents' separate bills of costs, which produced totals of \$88,896.45, \$60,033.96, and \$38,752.10. It is my view that the costs awards in this case are so excessive as to call for appellate interference.

[29] While I accept that the bills of costs accurately reflect the time spent by all of the lawyers in this matter, it is inconceivable to me that the total amounts claimed are justifiable. In this regard, I accept the submission of the appellants that:

- (a) the record in this application was the same record filed in the earlier proceedings;
- (b) the respondents filed no evidence;
- (c) the respondents conducted no cross-examination of any witness;
- (d) the notices of motion to stay filed by the respondents were substantially the same; and
- (e) the arguments to be advanced on the return of the motions to quash were substantially the same.”

25. These observations relate to another principle enunciated by the Divisional Court in the case of **Smith v. Ontario (Human Rights Commission)** [2005] O.J. No. 1455:

“7 [7] We agree with the respondents that the similarity of interests and of the position of both appellants is a factor to which consideration must be given. See e.g. *Pearson v. Inco Ltd.*, [2002] O.J. No. 3532 (S.C.J.); *Trans-Canada Pipelines v. Potter Station Power Limited Partnership* (2002), 20 C.P.C. (5th) 382 (S.C.J.); and *Ramsinghani v. 1177325 Ontario Ltd.*, [2004] O.J. 3676 (S.C.J.)”

(underlining added)

26. This consideration was emphasized by His Honour Judge Nordheimer in the case of **Pearson v. Inco Ltd.**, cited above, in the following manner:

“33 Counsel for the Region did break down their time among the various stages leading up to the hearing. There is about \$50,000 sought for preparation. That amount is too high given that the Region was less directly involved in this claim than was either Inco or HMQ. Where there are multiple parties who have the same general interest but whose roles are of a different character, it is reasonable to expect that the principal parties will take the lead in arguing the matter and placing material before the court and the other parties will play a secondary role. Indeed, that is exactly what happened between Inco and HMQ on the one hand and the Region and the City on the other. That division of responsibilities must, however, also be reflected in the awards of costs. The amount allowed for preparation therefore has to be reduced to reflect that reality.”

(Underlining added)

27. Finally, in dealing with the issue of quantum, it is respectfully submitted that the *hourly* rates relied upon by counsel for VimpelCom, the U.S. Investors, and Serruya, set out in Schedule A, and not the higher rates sought by other counsel, are appropriate, even on a substantial indemnity basis: see **Akagi v. Synergy Group** 2015 ONCA 771 at paras. 52-57.

28. As to the disbursements claimed, no issue is taken, except for the airfare and hotel disbursements sought to be recovered by VimpelCom.

(D) Conclusion

29. It is respectfully submitted that the amounts set out in Schedule A for Partial Indemnity Costs in the column headed "Fee recovery Submitted by Catalyst" are fair and reasonable and should form the basis of the court's award of costs.

September 20, 2018

All of which is respectfully submitted,



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TABLE OF AUTHORITIES

1. **Prinzo v. Baycrest Centre for Geriatric Care** (2002), 60 O.R. (3d) 474 (C.A.)
2. **Greenlight Capital Inc. v. Stronach et al** (2008), 91 O.R. (3d) 341 (Ont. Div. Ct.)
3. **Ontario Community Housing Corp. v. Foustanelas** [2015] O.J. No. 2015 (C.A.)
4. **Bedard v. Bedard** [2018] O.J. No. 3171 (Stinson J.)
5. **Boucher v. Public Accountants Council for the Province of Ontario** (2004), 71 O.R. (3d) 291 (C.A.)
6. **Davies v. Clarington** (2009), 100 O.R. (3d) 66 (C.A.)
7. **Anderson v. St. Jude Medical Inc.** 264 D.L.R. (4th) 557 (Ont. Div. Ct.)
8. **Smith v. Ontario (Human Rights Commission)** [2005] O.J. No. 1455 (Ont. Div. Ct.)
9. **Pearson v. Inco Ltd.** [2002] O.J. No. 1455 (Nordheimer J.)

SCHEDULE 'B'

CATALYST V. VIMPELCOM

CHART OF LEGAL BILLS FROM LAX O'SULLIVAN

No.	Invoice No.	Time Period	Actual Fee	HST on Fee	Disbursements (incl. HST)	Total	Comment
1.	23418	May 20 to May 31, 2016	\$5,952.50	\$773.83	\$0.00	\$6,726.33	Preparing Statement of Claim.
2.	23712	June 1 to June 30, 2016	\$7,780.50	\$1,011.47	\$756.66	\$9,548.63	Service of Claim, Document Review, Trial Preparation.
3.	23966	July 4 to July 31, 2016	\$6,848.50	\$890.31	\$1,620.70	\$9,359.51	Service of Claim and related, pressing opposing counsel to respond to Claim.
4.	24333	August 4 to September 30, 2016	\$10,747.00	\$1,397.11	\$112.15	\$12,256.26	Request to Inspect, consider UBS motion, amend Claim, review Defences.
5.	24426	October 3 to October 31, 2016	\$15,259.50	\$1,983.74	\$190.97	\$17,434.21	Consider Mid-Bowline motion to strike, case management issues, aide memoire, motion to transfer to commercial list and 9:30 with Newbould J.
6.	24715	November 2 to November 30, 2016	\$1,986.50	\$258.25	\$80.80	\$2,325.55	Amendments to pleadings, release of Mid-Bowline.
7.	25014	December 2 to December 31, 2016	\$4,652.00	\$604.76	\$318.98	\$5,575.74	Reviewing motion records from West Face and UBS re: motions to strike and related, correspondence.
8.	25250	January 3 to January 31, 2017	\$5,154.00	\$670.02	\$92.10	\$5,916.12	Emails and calls re: Mid-Bowline, emails and calls re: dismissal against

No.	Invoice No.	Time Period	Actual Fee	HST on Fee	Disbursements (incl. HST)	Total	Comment
							Shaw, reviewing motions by Novus, Serruya and West Face.
9.	25755	February 24 to March 31, 2017	\$15,289.00	\$1,987.57	\$440.24	\$17,716.81	Opinion letter / case assessment letter to client, second amended claim, emails re: scheduling and other misc. matters.
10.	25920	April 2 to April 30, 2017	\$10,765.00	\$1,399.45	\$28.82	\$12,193.27	Emails re: Wind sale proceeds and 9:30 appointment, revising aide memoire, attending 9:30 appointment, letter to Consortium re: proceeds of sale.
11.	26153	May 1 to May 31, 2017	\$13,572.50	\$1,764.43	\$628.00	\$15,964.93	Correspondence re: sale proceeds, amending claim, preparing responding motion record re: motions to strike.
12.	26425	June 5 to June 30, 2017	\$10,804.00	\$1,404.52	\$788.74	\$12,997.26	Correspondence re: sale proceeds, responding materials re: motions to strike, materials for motion to add amend claim and add parties, cross-examinations of Carlson and Vermeersch.
13.	26490	July 5 to July 31, 2017	\$48,798.50	\$6,343.81	\$3,577.90	\$58,720.21	Materials for motion, preparing factum for motions to strike and related tasks (e.g. legal research).
14.	26835	August 1 to August 31, 2017	\$99,908.50	\$12,988.11	\$3,744.02	\$116,640.63	Preparing factum for motions to strike and related, preparing supplemental motion record and key documents compendium, preparing

No.	Invoice No.	Time Period	Actual Fee	HST on Fee	Disbursements (incl. HST)	Total	Comment
							for and attending at motions to strike.
15.	27100	September 28 to September 30, 2017	\$255.00	\$33.15	\$654.55	\$942.70	Email and call with Milne-Smith re: 9:30.
16.	27267	Up to October 31, 2017	\$8,249.00	\$1,072.37	\$75.71	\$9,397.08	Attendance with Justice Hainey re: timing of delivery of motion decision, correspondence and related.
TOTALS			\$266,022.00	\$34,582.90	\$13,110.34	\$313,715.24	

SCHEDULE 'A'

CATALYST V. VIMPELCOM – COSTS CLAIMED BY DEFENDANTS

Party	Total Amount Claimed (incl. HST and disbursements)		FEES As set out in Defendants' submissions (Excluding HST and disbursements)			Factum	Pleadings (Defences filed)	Law Firm	Counsel	Partial Indemnity Rates (per hour) ¹	Substantial Indemnity Rates (per hour) ²	Fee Recovery Submitted by Catalyst ³		Fee Amount Awarded (per Justice Hailey)
	Partial Indemnity	Substantial Indemnity	Actual	Substantial Indemnity	Partial Indemnity							Partial Indemnity	Substantial Indemnity	
West Face	\$323,333.00	\$485,000.00	Not specified	Not specified	\$318,938.10	56 pages	32 pages	Davies Ward Phillips & Vineberg LLP	K. Thomson M. Milne-Smith A. Alexander A. Carlson C. Campbell	\$597/\$642 \$519/\$540 \$477/\$483 \$384/\$408 \$246/\$285	\$895.50/\$963.0 \$778.5/\$810.0 \$715.5/\$724.5 \$576.0/\$612.0 \$369.0/\$427.5	\$250,000.00 (\$282,500.00)	\$375,000.00 (\$423,750.00)	
Vimpelcom	\$509,275.05	\$750,284.22	\$803,822.20	\$639,847.35	\$426,564.90	32 pages	8 pages	Norton Rose Fulbright Canada LLP	O. Pasparakis R. Agarwal M. Bookman	\$420 \$350 \$212	\$630 \$525 \$318	\$200,000.00 (\$226,000.00)	\$300,000.00 (\$339,000.00)	
Globalive	\$214,209.61	\$320,009.28	\$309,143.54	\$278,229.19	\$182,486.12	30 pages	13 pages	Borden Ladner Gervais LLP	J. Douglas C. Sainsbury G. Splawski	\$521.44/\$537.0 \$309/\$330 \$201/\$225	\$782.89/\$805.5 \$463.5/\$495 \$301.5/\$337.5	\$125,000.00 (\$141,250.00)	\$187,500.00 (\$211,875.00)	
UBS	\$163,149.21	\$244,288.19	\$270,463.24	\$243,416.92	\$162,277.94	19 pages	None	Stikeman Elliott LLP	D. Byers D. Murdoch V. Voakes C. Lofft	\$570/\$600 \$420/\$450/\$480 \$342/\$360 \$348	\$855/\$900 \$630/\$675/\$720 \$513/\$540 \$522	\$125,000.00 (\$141,250.00)	\$187,500.00 (\$211,875.00)	
US Investors	\$125,213.25	\$194,076.01	Not specified	\$171,010.50	\$110,070.00	31 pages	12 pages	Blake, Cassels & Graydon LLP	M. Barrack K. Patel D. Szirmak	\$430 \$235 \$215	\$645 \$352 \$320	\$125,000.00 (\$141,250.00)	\$187,500.00 (\$211,875.00)	
Novus	\$101,089.85	\$148,962.07	\$141,216.00	\$127,094.40	\$84,729.60	18 pages	7 pages	McCarthy Tetrault LLP	G. Hall J. Sirivar R. Atkins J. Cole	\$585 \$447/\$459/\$474 \$306 \$306/\$348/\$393	\$877.5 \$670.5/\$688.5/ \$688.5 \$459 \$459/\$522/\$589 .5	\$50,000 (\$56,500.00)	\$75,000 (\$84,750.00)	
Serruya	\$36,755.71	\$54,390.49	Not specified	\$46,818.00	\$31,212.00	13 pages	8 pages	Lerners LLP	L. Lang J. Madhany	\$240 \$216	\$360 \$324	As claimed \$31,212.00 (\$35,269.56)	As claimed \$46,818.00 (\$52,904.34)	
TOTAL	\$1,473,025.68	\$2,197,010.26										\$906,212.00 (\$1,024,019.56)	\$1,359,318.00 (\$1,536,029.34)	

¹ Several Defendants have claimed different rates depending upon the year in which the legal services were provided.

² Several Defendants have claimed different rates depending upon the year in which the legal services were provided.

³ The first number in each row of this column reflects submitted fee recovery excluding HST and disbursements. The second number (in parentheses) reflects the fee including HST.

THE CATALYST CAPITAL GROUP INC.
Plaintiff

-and- **VIMPELCOM LTD. et al.**
Defendants

Court File No. CV-16-11595-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

COSTS SUBMISSIONS OF CATALYST CAPITAL
GROUP INC.

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