

AMENDED THIS Sept 30/19 PURSUANT TO
RÈGLE/LE RÈGLE 26.02 (A)
CONFORMÉMENT À
RÈGLE/LA RÈGLE 26.02 (A)
THE ORDER OF
C. Irwin
Registrar
ONTARIO
SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

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

BETWEEN:

THE CATALYST CAPITAL GROUP INC. and CALLIDUS CAPITAL
CORPORATION

Plaintiffs

and

WEST FACE CAPITAL INC., GREGORY BOLAND, M5V 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, GERALD
DUHAMEL, GEORGE WESLEY VOORHEIS, BRUCE LIVESEY, AND
JOHN DOES #4-10

Defendants

**FRESH AS AMENDED STATEMENT OF DEFENCE AND
COUNTERCLAIM**

OF BRUCE LANGSTAFF

1. The defendant, Bruce Langstaff, admits the allegations contained in paragraphs 5-7, 9, 10-18, 21, 25, 27-28, 36-38, 51, 160, 164, and 206 of the Fresh as Amended Statement of Claim (the "Statement of Claim").
2. The Defendant, Bruce Langstaff, has no knowledge in respect of the allegations contained in paragraphs 29-33, 41-50, 52-54, 152-155, 176 of the Statement of Claim.

3. The Defendant, Bruce Langstaff, denies the balance of the allegations contained in the Statement of Claim except as expressly admitted below.

4. Capitalized terms not otherwise defined have the meaning ascribed to them in the Statement of Claim.

Overview

5. The damages sought by the plaintiffs in the main action relate to an imagined conspiracy amount various individual and corporate defendants, culminating with an alleged short-selling of the stock of the plaintiff, Callidus Capital Corporation (“Callidus”).

6. The defendant, Bruce Langstaff, is an individual residing in Toronto, Ontario. Until September 26, 2017, Mr. Langstaff was employed by Canaccord Genuity Corp. (“Canaccord”). Canaccord is a full-service independent investment bank 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.

7. In his capacity as an employee of Canaccord, Mr. Langstaff was employed as Managing Director, Canadian Equity Sales. He worked with a range of clients of Canaccord such as hedge funds, family offices, and other institutional investors in relation to their capital markets needs.

8. Although the plaintiffs allege that a Conspiracy was perpetrated by the defendants, or each of them, with the intent of causing harm to the plaintiffs, Mr. Langstaff pleads and the fact is that no such Conspiracy existed. In the alternative, if any conspiracy ever existed, which is expressly denied, Mr. Langstaff has no knowledge of it and was not a participant.

9. Mr. Langstaff is not named as a party to any of the subcategories of defendants referred to in the Statement of Claim. For greater clarity, it is not in dispute that Mr. Langstaff is not a part of the Wolfpack Conspirators, the Guarantor Conspirators, or the Individual Defendants.

10. Mr. Langstaff has essentially been sued for doing his job. The allegations made against him relate to the general plea of conspiracy, in addition to claims for damages arising from Mr. Langstaff's alleged breaches of fiduciary duty and duty of good faith and fair dealing. The specific acts or omissions attributed to Mr. Langstaff in the Statement of Claim relate to activities allegedly carried out by him on behalf of Canaccord's clients in the course of his employment.

11. Mr. Langstaff explicitly denies that the Plaintiffs, or each of them, were ever his clients at any point during his employment with Canaccord. In fact, he has never conducted any business on behalf of the Plaintiffs. Mr. Langstaff did not owe any fiduciary, contractual, or statutory duties to the Plaintiffs, either personally or in his capacity as an employee of Canaccord.

12. Anson and West Face were clients of Canaccord and have each engaged its services to recommend trading strategies and execute trades on their behalf from time to time over the course of several years. In his capacity as an employee and agent of Canaccord, Mr. Langstaff recommended trading strategies to clients of Canaccord he covered, including but not limited to Anson and West Face. (Anson and West Face are hereinafter referred to collectively as the "Clients"). At all material times, Mr. Langstaff recommended trading strategies to his Clients in the usual course of his role and duties of employment which were carried out honestly and in good faith. While Mr. Langstaff recommended or facilitated trades, other members of Canaccord executed trades on behalf of the Clients.

13. Mr. Langstaff believes that in or around the dates alleged in the Statement of Claim from August 9-14, 2017, none of the Clients sold shares in Callidus at Canaccord through any communications with Mr. Langstaff or otherwise, nor is he aware of either Client selling stock in Callidus through any other broker. Mr. Langstaff did not conduct any business on behalf of any of the other Defendants named in the main action. It is true that other clients of Canaccord traded in Callidus during August 9-14, 2017, but such trades were not facilitated by Mr. Langstaff. Mr. Langstaff did not execute any trades of Callidus stock for his own account in August, 2017.

14. Mr. Langstaff did not conduct any business with any the Guarantors or Individual Defendants. Mr. Langstaff has no knowledge whatsoever as to the identity of any of the persons or entities referred to as "John Doe Defendants 4-10."

15. For greater clarity, Mr. Langstaff specifically pleads that:

- (a) During the time period in question, neither Anson nor West Face were selling any Callidus shares through Canaccord to the best of Mr. Langstaff's knowledge;
- (b) To Mr. Langstaff's knowledge, none of the other named defendants were trading any securities at all through Canaccord, much less Callidus shares, whether facilitated by Mr. Langstaff or otherwise;
- (c) Mr. Langstaff had no control or direction over how trades may have been conducted or carried out by other employees or agents of Canaccord;
- (d) To the extent that Mr. Langstaff recommended trading strategies to his Clients, he was doing so in the usual course of his role and duties as an employee of Canaccord which were carried out honestly and in good faith; and

- (e) Mr. Langstaff did not execute any trades in Callidus stock for his own account in the August 2017 period pleaded in the Statement of Claim.

16. Although the Plaintiffs have pleaded that Mr. Langstaff is part of a conspiracy with the other Defendants to defame the Plaintiffs, these allegations are meritless, vexatious, and have been made in bad faith. At the relevant time, Plaintiffs' business activities had already been the subject of widespread media coverage due to the fact that the Plaintiffs are parties in a number of other lawsuits involving West Face and other Defendants in this action. In fact, the Plaintiffs have themselves sought to generate media coverage by issuing press releases and other public statements both with respect to their performance and their ongoing litigation with one of the other defendants, West Face.

17. To the extent that the Plaintiffs have suffered any financial losses or reputational harm, which is not admitted but explicitly denied, Mr. Langstaff pleads that the Plaintiffs, or each of them, bear responsibility for those losses. The Plaintiffs are currently parties to a number of other lawsuits, and information published by the Plaintiffs confirms that they are in fact the authors of their own misfortune. That is, starting prior to the alleged conspiracy, Callidus was experiencing operating losses arising from poor business decisions and it was or is the subject of a Continuous Disclosure Review by the OSC that resulted in a negative restatement of their published financial results. The losses described in the Statement of Claim were caused by the Plaintiffs' own misconduct and poor business practices rather than by any acts or omissions allegedly perpetrated by any other party, including Mr. Langstaff.

18. Mr. Langstaff pleads that the Statement of Claim is vexatious. The Plaintiffs have commenced this action in bad faith and not for any lawful purpose, but rather as part of an overall

strategy to harm the Defendants and to deflect attention away from other issues facing the Plaintiffs. It should be noted that the plaintiffs provided a copy of the Statement of Claim in the within action to various media outlets prior to serving a copy on Mr. Langstaff.

19. The Plaintiffs have brought this action, in whole or in part, to deter the Defendants, the media, participants in the capital markets, and the public at large from commenting or scrutinizing the Plaintiffs' business activities and performance. Mr. Langstaff has been named personally as a defendant in this action, which seeks damages against him jointly and severally in excess of \$450,000,000. By engaging in this course of action, the Plaintiffs sought to send a clear and unambiguous message to their individual critics about the dire consequences of investigating the Plaintiffs' business activities or even discussing them privately or publicly. Mr. Langstaff pleads that the Plaintiffs' conduct is unlawful and amounts to an abuse of process.

20. As particularized in greater detail herein, Mr. Langstaff pleads and the fact is that his employment with Canaccord was terminated without cause on or about September 26, 2017. The decision to terminate Mr. Langstaff's employment was carried out by Canaccord in whole or in part as the result of extraordinary pressure placed on members of its senior management or any of them by representatives of Catalyst and Callidus, who are also clients of Canaccord.

21. Mr. Langstaff pleads that the plaintiffs induced Canaccord to breach its contract of employment, and as such the Plaintiffs are liable to Mr. Langstaff for inducing breach of contract and interfering with his economic relations as described in the Counterclaim herein.

22. To the extent that Mr. Langstaff is liable for any of the damages sought in the Main Action, which is not admitted but is explicitly denied, Mr. Langstaff pleads that Canaccord is vicariously

liable for his conduct and is responsible for indemnifying him for any and all damages, costs, interest and other consequences of any kind.

Alleged Wolfpack Conspiracy

23. Contrary to the allegations in paragraph 39 of the Statement of Claim, Mr. Langstaff categorically denies he participated in the Conspiracy. By the Plaintiffs' own admission, Mr. Langstaff is not part of the Wolfpack Conspirators, the Guarantor Conspirators, nor is he named as one of the Individual Defendants. Mr. Langstaff did not conduct trades in Callidus' shares during the time period in question on behalf of any of the other named Defendants,

24. From time to time, Mr. Langstaff communicated with certain named Defendants in this action about the Plaintiffs' business activities and financial performance. He did so in the context of his employment with Canaccord, and because he had a professional obligation to exercise due diligence in providing his prospective and existing clients with advice regarding any recommended trading strategies. Mr. Langstaff denies that he ever discussed the Plaintiffs' business activities for any improper purpose, including but not limited to the purpose of any Conspiracy or with any intent to defame the Plaintiffs as alleged in the Statement of Claim.

Alleged Conduct by the Guarantors

25. Mr. Langstaff pleads that he has no knowledge of any loans which were made by Callidus to any of the Defendants, other than information available through the public domain. None of the Guarantors were clients of Canaccord with whom Mr. Langstaff had any material business dealings during the course of his employment, and Mr. Langstaff is not a party in any of those proceedings.

26. With respect to paragraphs 55-57 of the Statement of Claim, Mr. Langstaff denies that there was any coordinated effort by the Guarantors to cause harm to the plaintiffs. In the alternative, the plaintiff denies that he had any knowledge or involvement of any activities related to the Guarantor Actions and has no liability in relation to those actions.

Twitter Postings

27. In reply to paragraphs 58-61 of the Statement of Claim, Mr. Langstaff denies that the Tweets referred to in paragraph 59 are false or defamatory. In addition or in the alternative, the Tweets appear to contain statements which are derived from publicly available information. There is significant public interest and widespread media coverage regarding the Plaintiffs, due in large part to their own conduct and litigious nature.

Alleged Wolfpack Conspiracy

28. The allegations as pleaded in paragraphs 62-89 of the Statement of Claim are completely false. In the alternative, if such conduct had in fact occurred, Mr. Langstaff was not a participant.

29. Contrary to the allegations contained in paragraph 90 of the Statement of Claim, Mr. Langstaff denies that he received instructions from any of the Defendants to sell or otherwise deal with Callidus shares. Mr. Langstaff denies that there was any agreement as between the Defendants, or each of them, about a "plan of action" in furtherance of any Conspiracy. In the alternative, if such discussions did in fact occur, which is not admitted but denied, Mr. Langstaff was not a participant.

30. Mr. Langstaff further denies that he caused a media report about the Plaintiffs to be released near the end of a trading day, whether directly or indirectly, in furtherance of the Conspiracy or otherwise.

Confide Communications

31. Contrary to the allegations in paragraphs 91-92 of the Statement of Claim, Mr. Langstaff never communicated with any of the Defendants about a Conspiracy, nor did he coordinate efforts with any parties to make allegations about any of the Plaintiffs in furtherance of any Conspiracy. To the extent that Mr. Langstaff had communications with some of the Defendants about the financial performance and business practices of Callidus, he was fully entitled to do so and he explicitly denies that these communications were made for any unlawful purpose.

32. In reply to paragraphs 93-95 of the Statement of Claim, Mr. Langstaff acknowledges that he communicated with Mr. Levitt from time to time using a messaging application known as "Confide." Mr. Langstaff did not conduct any Canaccord business using Confide. Mr. Langstaff pleads and the fact is that he never facilitated any trades on behalf of Mr. Levitt, nor did he solicit any orders from him in any security.

33. Mr. Langstaff explicitly denies that he used Confide for the purpose of deliberately concealing his communications with Mr. Levitt in furtherance of any Conspiracy, and he puts the Plaintiffs to the strictest proof thereof.

34. In reply to paragraph 96 of the Statement of Claim, Mr. Langstaff explicitly denies that his use of Confide for his personal communications with Mr. Levitt violated any applicable securities regulations, nor did it violate any applicable policies of Canaccord.

35. Mr. Langstaff pleads that the allegations with respect to his use of the Confide application have not been advanced in good faith. Rather, the Plaintiffs have pleaded these allegations, which they knew or ought to have known are completely without merit, in order to:

- (a) Obtain access to Mr. Langstaff's private or privileged communications with Mr. Levitt as part of the discovery process in this action;
- (b) Distract attention from the Plaintiffs' own improper conduct; or
- (c) Further dissuade Mr. Langstaff and other participants in the capital markets from discussing or commenting on the Plaintiffs' financial performance, whether publicly or privately.

Whistleblower Complaints

36. With respect to paragraph 97 of the Statement of Claim Mr. Langstaff is aware of the existence of the OSC's "whistleblower" program. He admits that the purpose of the program is to allow individuals with information about an alleged securities-related violation to report it to the OSC on a confidential basis without fear of reprisal.

37. It is not in dispute that Mr. Langstaff never filed a whistleblower complaint with the OSC concerning the plaintiffs and accordingly he pleads that he is not liable for any damages allegedly caused by the filing of any Complaints by other parties.

38. Contrary to the allegations contained in paragraphs 115-116 of the Statement of Claim, at no time did Mr. Langstaff take any steps to spread rumours within the financial services industry

that the Plaintiffs were the subject of an OSC investigation. Mr. Langstaff did not participate in any discussions designed to “feed the Bay Street rumour mill” or cause injury to the Plaintiffs.

39. From time to time, Mr. Langstaff may have communicated with other parties to this action about Callidus, but this was not done in furtherance of any Conspiracy or as part of an illicit campaign to defame the Plaintiffs. The Plaintiffs’ business activities have been and remain a matter of considerable public interest, and it is hardly surprising that Mr. Langstaff participated in these discussions in his capacity as a financial services professional.

40. Contrary to paragraph 121 of the Statement of Claim, Mr. Langstaff explicitly denies that he met with Mr. McFarlane or any of the Defendants in or around March 2017 for the purpose of discussing the implementation of an alleged Conspiracy, nor did he meet with those individuals for any other improper purpose.

41. Mr. Langstaff categorically denies the Plaintiffs’ misleading characterizations of the communications referred to in paragraph 122-124 of the Statement of Claim. Mr. Langstaff acknowledges that he communicated and met with certain other Defendants in this action, including but not limited to his own Clients, in the normal course of business and in his capacity as an equity salesperson and as an employee of Canaccord.

42. Mr. Langstaff pleads and the fact is that he has a professional obligation to exercise due diligence in analyzing prospective investments and establishing a reasonable and adequate basis for making investment recommendations to his prospective and existing clients. There is nothing improper about the fact that he investigated the Plaintiffs’ financial performance for that purpose.

No Fiduciary Duty or Duty of Good Faith and Fair Dealing

43. In reply to paragraphs 125-126 of the Statement of Claim, Mr. Langstaff explicitly denies that he engaged in discussions about a Conspiracy with the Wolfpack Conspirators, the Guarantor Conspirators, or any of these parties individually, nor did he encourage any other party to do so.

44. Mr. Langstaff specifically pleads that he never exercised any discretion or power whatsoever over the Plaintiffs' business affairs. Accordingly, Mr. Langstaff explicitly denies that he owed any fiduciary duty to the Plaintiffs at any time.

45. Mr. Langstaff further denies that he owed any duties of good faith and fair dealing to the Plaintiffs, for the following reasons:

- (a) Mr. Langstaff has never carried on business with the Plaintiffs, nor did he facilitate trading strategies or conduct any business on behalf of the Plaintiffs;
- (b) During the time period in question, no other Defendant to the Main Action sold any Callidus shares using Canaccord to the best of Mr. Langstaff's knowledge. For the avoidance of doubt, Mr. Langstaff never executed trades on behalf of the other Defendants;
- (c) Although the Plaintiffs were past clients of Canaccord, neither Callidus nor Catalyst ever conducted any trades facilitated through Mr. Langstaff during the relevant time period. In any event, Mr. Langstaff was and is currently not aware of any ongoing business as between the Plaintiffs and Canaccord;

- (d) Mr. Langstaff had no control or direction over how any other trades were being conducted or carried out by other employees or agents of Canaccord; and
- (e) Mr. Langstaff did not execute trades of Callidus stock for his own account, whether directly or indirectly.

46. In addition or in the alternative, Mr. Langstaff vehemently denies that he breached any duty owing to the Plaintiffs. To the extent that Mr. Langstaff facilitated any trading strategies involving Callidus stock, which is not admitted but explicitly denied, he was doing so in the usual course of his role and duties as an employee of Canaccord which were carried out honestly and in good faith.

Publication of Articles

47. The allegations as pleaded in paragraphs 132-143 of the Statement of Claim are denied. In the alternative, if such discussions occurred, Mr. Langstaff was not a participant.

48. With respect to media coverage, the plaintiffs are parties in a number of other lawsuits involving West Face, as well as the plaintiffs' former employees and these lawsuits or some of them, have been the subject of various public reports in the media and otherwise.

49. In fact, this information has become known to the public not because of any alleged conspiracy perpetrated by the defendants. Rather, it is because the plaintiffs, or each of them, have publicly disseminated information about these lawsuits, directly or indirectly, to various media outlets.

50. With respect to paragraphs 145-155 of the Statement of Claim, Mr. Langstaff was not present at any meeting that took place on or about August 8, 2017 nor was he a party to any discussions that allegedly took place at that meeting.

51. Contrary to the allegations contained in paragraph 156 of the Statement of Claim, Mr. Langstaff explicitly denies that he was aware of the existence of the Wall Street Journal article prior to its publication and as such he was certainly not involved in encouraging any publication of the article near the end of the trading day on or about August 9, 2017.

52. With respect to paragraphs 166-167 of the Statement of Claim, Mr. Langstaff has no knowledge of what could be viewed by non-subscribers concerning the Wall Street Journal article's headline. The plaintiff admits that the article was published at around 3:29 pm on August 9, 2017. However, Mr. Langstaff denies that the contents of the article are false or defamatory and puts the plaintiffs to the strictest proof thereof. In addition or in the alternative, Mr. Langstaff explicitly denies that the information contained in the Article and the Complaints is false or defamatory and puts the plaintiffs to the strictest proof thereof.

53. Mr. Langstaff admits to the existence of stock market rules that prohibit Callidus from being in the market after 3:30 pm through its Normal Course Issuer Bid.

54. With respect to paragraphs 171-172 of the Statement of Claim, Mr. Langstaff pleads that the plaintiffs misstated the price of Callidus shares by the end of the trading day. In fact, the price of Callidus shares at the end of trading day on August 9, 2017 was approximately \$12.05.

Events of August 9, 2017

55. With respect to paragraphs 158-159 of the Statement of Claim, as pleaded above Mr. Langstaff did not receive instructions from Anson or West Face on or about August 9, 2017 to sell or otherwise deal in Callidus shares on behalf of the Clients on that date.

56. Mr. Langstaff believes that other employees of Canaccord executed sales of Callidus stock on or about August 9, 2017 on behalf of clients of Canaccord. However, none of these shares were traded with Mr. Langstaff's involvement. It is Mr. Langstaff's belief that none of those trades involved in a short sale.

57. Mr. Langstaff pleads that he has no direct or indirect knowledge of any alleged trades in Callidus shares in the August 9-14, 2017 timeframe involving any of the defendants.

58. To the extent that Callidus suffered a decline in its stock price on August 9, 2017 and thereafter, Mr. Langstaff pleads that there are a number of factors which resulted in the decline in Callidus share price, including but not limited to information already in the public domain and released by Callidus in its quarterly earnings report dated August 10, 2017 and conference call held on August 11, 2017, as well as the reaction of the marketplace to the information released by Callidus.

59. In reply to paragraph 174 of the Statement of Claim, Mr. Langstaff explicitly denies that he profited from the short-selling of any Callidus stock in or around August 2017, whether directly or indirectly, nor did he assist any other party to do so.

Liabilities and Damages Claimed in Relation to the Alleged Short Attacks

60. With respect to paragraphs 186-189 of the Statement of Claim, Mr. Langstaff explicitly denies that he engaged in any Conspiracy to coordinate the short-selling of Callidus stock or any of the conduct pleaded in these paragraphs and he puts the plaintiffs to the strictest proof thereof.

61. To the extent that he was involved in facilitating any trading strategies or trades of Callidus stock from time to time, Mr. Langstaff pleads that he was acting in the usual course of his duties of employment with Canaccord which were carried out honestly and in good faith.

62. Mr. Langstaff denies that any of his conduct, whether directly or indirectly, caused the plaintiffs to suffer any economic harm or that he interfered with the plaintiffs' economic interests and he puts the plaintiffs to the strictest proof thereof.

63. In addition or in the alternative, Mr. Langstaff pleads that he did not exercise control over any of the named Corporate Defendants, nor did he cause any of the defendants to engage in tortious and unlawful conduct as alleged in the Statement of Claim.

No Breach of Duty by Mr. Langstaff

64. With respect to paragraphs 190-192 of the Statement of Claim, Mr. Langstaff explicitly denies that the Plaintiffs were his clients. At no time did Mr. Langstaff provide investment advice or other services to the Plaintiffs, whether in his capacity as an employee of Canaccord or otherwise.

65. Mr. Langstaff is aware that Canaccord acted as the lead underwriter of the initial public offering of Callidus in or around April 2014, shortly following the commencement of his

employment with Canaccord. At that time, a number of Mr. Langstaff's clients purchased Callidus shares. To the best of Mr. Langstaff's knowledge, Canaccord did not conduct any further business with either of the Plaintiffs subsequent to Callidus' initial public offering up to the date of his termination.

66. Mr. Langstaff denies that he owed any fiduciary duty to the Plaintiffs, nor did he owe them or any duty of loyalty, good faith, and fair dealing. In that regard, Mr. Langstaff repeats and relies upon the allegations contained herein.

67. To the extent that Mr. Langstaff is found to be a fiduciary of the Plaintiffs, which is not admitted but is explicitly denied, Mr. Langstaff denies that he has breached any duty owing to the Plaintiffs. In addition or in the alternative, Mr. Langstaff explicitly denies that he is liable for any damages owing to the Plaintiffs.

68. In the further alternative, Mr. Langstaff pleads that Canaccord is vicariously liable for any conduct he carried out in his capacity as an employee and is responsible for indemnifying him for any and all damages, costs, interest and other consequences of any kind.

No Liability of the John Doe Defendants

69. In reply to paragraph 200 of the Statement of Claim, Mr. Langstaff has no knowledge of the identities of any of the individuals or entities identified as the John Doe Defendants #4-10.

70. With respect to any communications made by the John Doe Defendants, Mr. Langstaff pleads that those communications were not defamatory or untrue, but in fact they amount to fair comment on a matter of public interest.

No Damages

71. The Plaintiffs' own financial disclosure, including but not limited to Callidus' Management Discussion and Analysis prepared in conjunction with its most recent financial statements and other documents produced by the Plaintiffs in the public domain, reveal that Callidus has been or is in fact the subject of a Continuous Disclosure Review by the OSC which was resulted in a negative restatement of its financial results. In addition, Callidus has suffered significant operating and credit losses arising from certain loans extended to Callidus' borrowers.

72. Mr. Langstaff pleads that any damage to the plaintiffs' reputation or to Callidus' share price was the direct result of the plaintiffs' poor business performance, its misconduct, and that of its officers, directors, and employees. In that regard, Mr. Langstaff repeats and relies upon the allegations contained herein.

73. Mr. Langstaff denies that the plaintiffs have suffered any damages arising from his conduct, or at all, and puts the plaintiffs to the strictest proof thereof.

74. If the plaintiffs have suffered any damages, which is not admitted but expressly denied, he pleads that the damages claimed by the plaintiffs are excessive and remote.

75. In the further alternative, Mr. Langstaff pleads that the plaintiffs, or each of them, did not take adequate steps to reasonably mitigate their damages.

76. Mr. Langstaff asks that the action against him be dismissed with costs on a substantial indemnity basis, or in the alternative, on a partial indemnity basis, plus any and all applicable taxes.

COUNTERCLAIM

77. The Plaintiff by Counterclaim, Bruce Langstaff, claims as against the Defendants by Counterclaim, The Catalyst Capital Group Inc. and Callidus Capital Corporation:

- (a) damages in the sum of \$1,150,000 for inducing breach of contract and for intentional interference with economic relations;
- (b) damages in the sum of \$2,000,000 for loss of competitive advantage;
- (c) damages in the sum of \$100,000 for intentional or negligent infliction of emotional distress;
- (d) in addition or in the alternative to the relief sought in the preceding paragraph, punitive and aggravated damages in the sum of \$100,000;
- (e) interest on any amounts found due and owing to the Plaintiff by Counterclaim at the rate equal to the reasonable return which he would have earned had those funds been paid to him when due;
- (f) in the alternative to the relief sought in the preceding paragraph, pre-judgment interest in accordance with and at the rate provided under Section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (g) post-judgment interest in accordance with and at the rate provided under Section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) the costs of this proceeding on a substantial indemnity basis, or in the alternative, on a partial indemnity basis, plus any and all applicable taxes; and,

(i) such further and other relief as to this Honourable Court may seem just.

78. Mr. Langstaff repeats and relies upon the allegations in the Fresh as Amended Statement of Defence in support of the Counterclaim.

79. All capitalized terms contained herein have the meaning ascribed to them in the Statement of Claim.

80. The Plaintiffs (“Defendants by Counterclaim”), Callidus and Catalyst, are hereinafter referred to collectively as the “Plaintiffs”.

81. Mr. Langstaff was employed by Canaccord until his employment was terminated without cause on or about September 26, 2017.

82. At the time of his termination, Mr. Langstaff had approximately 4 years of service with Canaccord but he has spent his entire working life in the financial services industry.

83. As particularized in greater detail herein, Mr. Langstaff pleads that his employment at Canaccord was terminated in whole or in part as the result of pressure exerted by representatives of the plaintiffs, or one of them, on Canaccord.

84. Mr. Langstaff pleads and the fact is that both Callidus and Catalyst are clients of Canaccord or in the alternative, have been clients of Canaccord and have paid Canaccord significant fees in relation to their past business. In addition, a number of the principals of the plaintiff corporations are well known to members of senior management of Canaccord.

85. Newton Glassman was at all relevant times the Chief Executive Officer of each of the plaintiff corporations and effectively controlled both of them. James Riley is a lawyer and

currently holds the title of Managing Director and Chief Operating Officer of Catalyst and is the Director and Corporate Secretary of Callidus. Gabriel de Alba is a Managing Director and Partner of Catalyst.

86. Commencing in or around August 2017, the Plaintiffs undertook significant efforts to retaliate against Mr. Langstaff for investigating Callidus' financial performance. In that regard, Mr. Langstaff pleads that Mr. Glassman, Mr. Riley, Mr. de Alba or one or some combination of them pressured Canaccord to end Mr. Langstaff's employment under threat of negative consequences to Canaccord if it failed to do so.

Termination of Employment

87. In response to a number of other significant developments, including their own poor financial performance, the Defendants by Counterclaim embarked on a campaign to harm the reputations and business interests of certain Defendants in the Main Action, including Mr. Langstaff.

88. Unbeknownst to Mr. Langstaff at the time, in or around early August 2017 there was a meeting between certain representatives of the Plaintiffs and Dan Daviau, President and CEO of Canaccord. During that meeting, the Plaintiffs' representatives sought to defame and discredit Mr. Langstaff and to induce Canaccord to terminate his employment. In that regard, several representatives of the Plaintiffs, including but not limited to Mr. Riley and Mr. Glassman, alleged that Mr. Langstaff was part of a campaign to conduct a short-selling attack as against Callidus. The full particulars of this meeting are not known to Mr. Langstaff but are known to The Defendants by Counterclaim.

89. On or about August 16, 2017, Mr. Langstaff was asked to attend a meeting with his manager, Jason Melbourne, Head of Institutional Equity Sales, and Darren Hunter, Head of Trading.

90. At that meeting, Mr. Melbourne advised Mr. Langstaff that another meeting had recently occurred between Mr. de Alba and Chris Blackwell, Head of Investment Banking at Canaccord. During that meeting, Mr. Langstaff was advised that Mr. de Alba told Mr. Blackwell that:

- (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.

91. On or about September 1 and 2, 2017, Mr. Glassman also wrote to Mr. Daviau and explicitly advised him that, among other things:

- (a) “[Mr. Langstaff] is seriously implicated in a criminal conspiracy to manipulate stocks...”;
- (b) “[Catalyst and Callidus]...planned to take all the evidence, including the sworn testimony [concerning Mr. Langstaff]...” to the OSC;

- (c) The evidence against Mr. Langstaff would be “devastating” for him, and by extension Canaccord since it would be held vicariously liable for the conduct of its employees;
- (d) The only way to ensure that no one (including the OSC) would implicate Canaccord is to ensure that “...Canaccord deals with [Mr. Langstaff] appropriately...” by terminating Mr. Langstaff’s employment;
- (e) Canaccord should fully cooperate with Catalyst and Callidus’ investigation of Mr. Langstaff; and
- (f) Mr. Langstaff’s “best option” would be to volunteer any and all information in his possession to Catalyst and Callidus.

92. The clear intent of Mr. Glassman’s communications was to exert considerable pressure on Canaccord to take steps to fire Mr. Langstaff.

93. Mr. Langstaff pleads and the fact is that at no time has he ever been approached by the OSC in connection with Catalyst or Callidus. Further, at no time has he ever been advised that he is the subject of any investigation by the OSC.

94. At a subsequent meeting on or about September 6, 2017, Mr. Melbourne also advised Mr. Langstaff that Mr. Daviau had recently spoken to Mr. Glassman and Mr. Glassman made an allegation that Mr. Langstaff had engaged in improper conduct in relation to Callidus.

95. At the same meeting, Mr. Langstaff was advised by Patrick Burke, President of Capital Markets at Canaccord, that several representatives of the plaintiffs, including but not limited to

Mr. Riley and Mr. Glassman, had alleged that Mr. Langstaff was part of the group they called the “Wolfpack” which allegedly conspired to conduct a short-selling attack as against Callidus. These allegations were made to both Mr. Daviau and Canaccord’s internal legal counsel and possibly others at Canaccord in or around August or September 2017.

96. In addition, Mr. Burke also advised Mr. Langstaff that Mr. Glassman and/or Mr. Riley had made the following statements or threats to members of senior management at Canaccord:

- (a) The “Wolfpack” was “going to be brought down”; and
- (b) That if Canaccord was not careful, “it would get caught in the crossfire.”

This meeting was the first time that Mr. Langstaff had become aware of the term “Wolfpack” in reference to certain named defendants in the main action.

97. At that same meeting, Mr. Langstaff was advised that an internal investigation had been commenced by Canaccord into his conduct.

98. Mr. Langstaff is now aware that, on or about September 12, 2017 and prior to the completion of any internal investigation, Mr. Blackwell wrote to Mr. De Alba and assured him that “...[Mr. Langstaff] ha[d] been removed from his role.” Mr. Blackwell further assured Mr. De Alba that “... [Canaccord] will go above and beyond...given the issue with [Mr. Langstaff]...*we will owe you and will show you* [emphasis added].”

99. It was abundantly clear that the investigation into Mr. Langstaff by Canaccord was extraordinarily biased from the outset, and that in fact a decision had already been made to terminate his employment prior to the investigation being conducted or completed.

100. Mr. Langstaff was interviewed as part of the internal investigation on or about September 14, 2017. Mr. Langstaff met with Martin Maclachlan, Chief Legal Officer, and Andrew Viles, internal legal counsel for Canaccord and Bruce Maranda, Chief Compliance Officer. At all material times, Mr. Langstaff cooperated during the investigation process. During the interview that occurred as a part of that investigation, Mr. Viles explicitly asked Mr. Langstaff if he was part of the “Wolfpack.” Mr. Langstaff advised that he was not aware of any such group or organization. It is now known to Mr. Langstaff that the term “Wolfpack” was coined by Callidus, Catalyst, and members of their senior management team.

101. In the course of the internal investigation, Mr. Langstaff advised the individuals present that he had alerted Mr. Burke in or about the summer of 2016 to concerns he had regarding the accuracy of Callidus’ Amended and Restated Financial Prospectus that had been completed some years earlier in connection with Callidus’ initial public offering, as well as subsequent continuous disclosure and other documents made public by Callidus. At the request of Mr. Burke he provided Mr. Burke with a memorandum outlining some of his concerns but he took no other steps internally or externally with respect to that issue. At that time, Mr. Langstaff explicitly advised Mr. Burke that he had alerted Canaccord of these potential issues as early as December 2014, but that no action was taken.

102. Shortly after the investigation meeting on September 14, 2017, Mr. Langstaff was told by Mr. Viles, that the investigation report had been submitted to senior management and there was no evidence that Mr. Langstaff had engaged in any wrongdoing.

103. Mr. Langstaff’s employment was terminated without cause on or about September 26, 2017. The Statement of Claim in this action was issued on November 7, 2017.

Events Subsequent to Mr. Langstaff's Termination

104. Shortly after his employment was terminated, Mr. Langstaff was advised by Mr. Hunter that his employment was terminated because of the Callidus situation.

105. Mr. Langstaff had conversations with member of senior management subsequent to his termination at meetings initiated by those individuals. In the course of those discussions, he was advised of the following:

(a) Mr. Burke told Mr. Langstaff that:

- (i) "the reasons [Mr. Langstaff] surmised as to what happened with his employment termination were probably correct";
- (ii) There was no evidence of any wrongdoing by Mr. Langstaff in the internal investigation Canaccord conducted.

(b) Mr. Melbourne told Mr. Langstaff that, among other things:

- (i) His employment was terminated in order to insulate Canaccord from the litigation that Mr. Glassman and other representatives of the plaintiffs had threatened to commence against Canaccord;
- (ii) Mr. Glassman had induced Mr. Daviau to terminate Mr. Langstaff's employment;
- (iii) Both he and Mr. Burke had strenuously objected to the decision to terminate Mr. Langstaff's employment. In fact, Mr. Melbourne explicitly referred to the decision as "morally incorrect";

- (iv) There was no evidence of any wrongdoing by Mr. Langstaff in the internal investigation Canaccord conducted; and
- (c) Mr. Hunter told Mr. Langstaff that Mr. Daviau had directed the termination of Mr. Langstaff's employment because he "had a gun to his head." That is, Mr. Daviau was aware that the within action was pending and that Canaccord would be named as a party to the main action unless it took steps to terminate Mr. Langstaff's employment.

106. Mr. Langstaff pleads that the plaintiffs, acting through members of their senior management described above, threatened Canaccord with inclusion in litigation and/or loss of further business and/or other negative consequences known to the plaintiffs and Canaccord but not Mr. Langstaff, if Canaccord did not fire Mr. Langstaff.

107. Mr. Langstaff pleads that the plaintiffs are vicariously liable for the wrongful conduct of its officers, directors, and employees, including but not limited to Mr. Glassman, Mr. Riley, and Mr. de Alba. The plaintiffs were fully aware of the conduct perpetrated by these individuals and knew or reasonably ought to have known of its impact on Mr. Langstaff.

Inducing Breach of Contract

108. Mr. Langstaff pleads that the plaintiffs knew he had a contract of employment with Canaccord and the plaintiffs, through its employees and agents, deliberately and willfully contacted members of Canaccord's senior management team for the improper purpose of causing harm to Mr. Langstaff and in order to pressure Canaccord to terminate his employment.

109. The plaintiffs' efforts were successful and Canaccord ultimately terminated Mr. Langstaff's employment. Canaccord made the decision to terminate Mr. Langstaff's employment in order to avoid being named as a defendant in the main action and/or to avoid the negative press coverage that would inevitably arise from being associated with any litigation commenced by the plaintiffs, and/or to avoid loss of future business from the plaintiffs.

110. Prior to his employment termination, Mr. Langstaff was a well-compensated and senior employee at Canaccord with a strong reputation among his colleagues at Canaccord and in the financial services industry. As a direct result of the plaintiffs' conduct, Mr. Langstaff has lost his job and has suffered damages arising from the wrongful dismissal of his employment and damages to his reputation.

111. The fact that Mr. Langstaff's employment termination is associated with the litigation commenced by the Plaintiffs in the Main Action has and will continue to have a negative impact on his ability to reemploy in the financial services industry and/or on the level of compensation he will earn. Mr. Langstaff is unlikely to ever re-employ in a position comparable to the one he has lost as a result of the Plaintiffs' conduct.

112. The Plaintiffs made false and defamatory allegations to Canaccord, including but not limited to the claim that Mr. Langstaff was being investigated by the OSC and was part of a group engaging in a criminal conspiracy targeting Callidus, for the purpose of damaging Mr. Langstaff's reputation and encouraging his employer to terminate his employment.

Interference with Economic Relations

113. Mr. Langstaff pleads that the plaintiffs, through their agents and employees, deliberately contacted Canaccord as particularized herein for the purpose of causing injury to Mr. Langstaff.

114. The plaintiffs interfered with Mr. Langstaff's economic relations by illegal or unlawful means by, *inter alia*:

- (a) Falsely accusing Mr. Langstaff of engaging in criminal and other improper conduct;
- (b) Making false and/or misleading statements which suggested that Mr. Langstaff was the subject of a regulatory investigation by the OSC;
- (c) Suggesting that Mr. Langstaff's continued employment would be an impediment to the plaintiffs awarding new business to Canaccord; and
- (d) Threatening to commence litigation as against Canaccord unless it terminated Mr. Langstaff's employment.

115. As particularized in greater detail herein, the plaintiffs' campaign to interfere with Mr. Langstaff's economic relations was successful and his employment was ultimately terminated by Canaccord.

116. In all of the circumstances, Mr. Langstaff claims damages in the sum of \$1,150,000 for inducing breach of contract and intentional interference with economic relations.

117. Mr. Langstaff pleads that as a result of the plaintiffs' tortious conduct in causing Canaccord to terminate his employment and naming him as a defendant in the within lawsuit and by taking steps to publicize the within lawsuit, the plaintiffs have caused Mr. Langstaff long-term damage

to his reputation within the financial services industry and will cause him to suffer damages well beyond the usual notice period for which an employer is responsible in the case of wrongful dismissal at common law. Prospective employers have explicitly advised Mr. Langstaff that they cannot hire him because he is a named Defendant in this action.

118. Mr. Langstaff pleads that given the highly publicized pieces of litigation between the plaintiffs and West Face, the public scrutiny attached to the within litigation and the history of the plaintiffs for frequently and aggressively litigating disputes, other prospective employers will be reluctant to hire Mr. Langstaff as long as he remains a defendant to this lawsuit. As a result, Mr. Langstaff will likely be out of the job market longer than if he was not the target of the plaintiffs' allegations and given the permanent damage done to his reputation, he is unlikely to ever reemploy in a position comparable to the contract which the plaintiffs induced Canaccord to breach. Alternatively, if he does reemploy, it will likely be at a level of compensation lower than he otherwise could have earned. As a direct result of the Plaintiffs' conduct, he has suffered a loss of competitive advantage. He estimates the damages will extend for the balance of his career and estimates those damages at \$2,000,000.

Infliction of Emotional Distress and Punitive Damages

119. The plaintiffs have deliberately engaged in a course of conduct that was designed to cause harm to Mr. Langstaff and to induce Canaccord to wrongfully terminate his employment. Based on these false allegations, Canaccord failed to provide Mr. Langstaff with reasonable notice and deprived him of significant components of his compensation.

120. The course of conduct by the plaintiffs has continued even after the plaintiffs succeeded in securing the termination of Mr. Langstaff's employment. The plaintiffs directly or indirectly

engaged the private investigation and/or litigation support firm, Black Cube, and possibly others to contact Mr. Langstaff under false pretenses and claim it was interested in interviewing him for a job. The individual contacting him purported to represent a search firm looking for a financial services professional to assist a European-based family office. However, Mr. Langstaff was not satisfied the firm could be adequately verified and aspects of the communications were odd and inconsistent with other recruitment processes he had experienced so he ended the communications at a fairly early stage. Mr. Langstaff subsequently discovered that the individual who had contacted him was in fact, Stella Penn-Pechanac, a representative of Black Cube, a private investigative firm staffed with former Mossad and Israeli Defence Force intelligence operatives. Mr. Langstaff pleads that the plaintiffs retained Black Cube to use false pretenses to elicit confidential information that could be used to their advantage in the course of the Main Action and other related litigation; intimidate or discredit the defendants, including Mr. Langstaff; and for other improper purposes.

121. In spite of the Plaintiffs' calumnious efforts to defame him, impugn his reputation, and frustrate his efforts to reemploy in the financial services industry, Mr. Langstaff secured a short-term employment contract with VC & Co Inc. ("VC & Co") in or around July 2018. The principal of VC & Co is George Wesley Voorheis ("Mr. Voorheis"). In or around July 19, 2019, the Plaintiffs amended their Statement of Claim and added Mr. Voorheis as a Defendant in the Main Action. Shortly thereafter, Mr. Langstaff was advised that his employment with VC & Co was terminated effective in or around August 2019.

122. Mr. Langstaff pleads that his employment with VC & Co was terminated, in whole or in part, because:

- (a) Mr. Langstaff's continued employment was perceived as a liability due to the fact that he is a named Defendant in this action; and
- (b) Mr. Voorheis sought to distance himself personally from Mr. Langstaff in light of the Plaintiffs' ongoing campaign to harass and defame him or otherwise cause him harm.

123. As a direct result of the Plaintiffs' conduct in their dealings with Canaccord, this litigation, and use of Black Cube's tactics at the direction of the Plaintiffs, Mr. Langstaff has experienced stress, anxiety, loss of sleep, and other physical manifestations of stress.

124. Mr. Langstaff pleads that the plaintiffs knew or ought to have known that the allegations against him were false and defamatory and were made in part as an overall strategy to detract attention from the plaintiffs' other business problems.

125. The plaintiffs' conduct is planned, deliberate, and designed to allow the plaintiffs to profit or otherwise obtain some benefit at the expense of the defendants, including Mr. Langstaff.

126. Mr. Langstaff pleads that the plaintiffs' conduct was flagrant, outrageous, reprehensible, and calculated to cause him harm.

127. Mr. Langstaff pleads that such actions are worthy of censure by this Honourable Court and he claims damages for intentional infliction of emotional distress in the amount of \$100,000. In addition or in the alternative, Mr. Langstaff claims punitive and aggravated damages in the sum of \$100,000.

Procedural Matters

128. Mr. Langstaff pleads and relies upon Rule 27.01 of the *Rules of Civil Procedure*, R.S.O. 1990, Reg 194.

129. Mr. Langstaff proposes that this action be tried either consecutively or concurrently with the trial of the main action.

130. Mr. Langstaff proposes that the counterclaim be tried in the City of Toronto.

September 25, 2019

MILBURN & ASSOCIATES
20 Toronto Street - Suite 860
Toronto ON M5C 2B8

A. Jane Milburn (39199U)

jmilburn@milburnlaw.ca

Tel: 647-728-8081

Fax: 647-689-2983

Devin M. Jarcaig (62223U)

djarcaig@milburnlaw.ca

Tel: 647-728-8083

Fax: 647-689-2983

Lawyers for the Defendant,
Bruce Langstaff

TO: **MOORE BARRISTERS**
Barristers & Solicitors
393 University Avenue
Suite 1600
Toronto ON M5G 1E6

David C. Moore (LSUC# 16996)
david@moorebarristers.ca
Tel: 416-581-1818 ext. 222
Fax: 416-581-1279

Kenneth Jones (LSUC#299181)
kenjones@moorebarristers.ca
Tel: 416-581-1818 ext. 224
Fax: 416-581-1279

Lawyers for the Plaintiffs (Defendants to Counterclaim) The Catalyst capital Group Inc., Callidus Capital Corporation, Newton Glassman, Gabriel De Alba and James Riley

AND TO: **DAVIES WARD PHILLIPS & VINEBERG LLP**
Barristers and Solicitors
155 Wellington Street West
37th Floor
Toronto ON M5V 3J7

Matthew Milne-Smith (LSUC# 44266P)
Tel: 416-863-5595
Fax: 416-863-0871
mmilne-smith@dwpv.com

Andrew Carlson (LSUC# 58850N)
Tel: 416-367-7437
Fax: 416-863-0871
acarlson@dwpv.com

Tel: 416-863-0900
Fax: 416-863-0871

Lawyers for the Defendants, West Face Capital Inc. and Gregory Boland

AND TO: **TORYS LLP**
Barristers and Solicitors
79 Wellington Street West
Suite 3000
Box 270, TD South Tower
Toronto ON M5K 1N2

Andrew Bernstein
Tel: 416-865-7678
Fax: 416-865-7380
abernstein@torys.com

Linda M. Plumpton
Tel: 416-865-8193
Fax: 416-865-7380
lplumpton@torys.com

Leora Jackson
Tel: 416-865-7547
Fax: 416-865-7380
ljackson@torys.com
Tel: 416-865-0040
Fax: 416-865-7380

Lawyers for the Defendants,
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 and Sunny Puri

AND TO: **LERNERS LLP**
Barristers and Solicitors
130 Adelaide Street West
Suite 2400
Toronto ON M5H 3P5

Lucas E. Lung (LSUC# 52595C)

Tel: 416-601-2673

llung@lerners.ca

Rebecca Shoom

Tel: 416-601-2382

rshoom@lerners.ca

Lawyers for the Defendants, Clarityspring Inc. and Nathan Anderson
AND TO: **ST. LAWRENCE BARRISTERS**
144 King Street East
Toronto ON M5C 1G8

Phil Tunley (LSUC #26402J)

phil.tunley@stlbarristers.ca

Alexi Wood (LSUC #54683F)

alexi.wood@stlbarristers.ca

Jennifer Saville (LSUC #38564F)

jennifer.saville@stlbarristers.ca

Tel: 647-245-8282

Fax: 647-245-8285

Lawyers for the Defendant, Rob Copeland

AND TO: **HUNT PARTNERS LLP**
21 Balmuto Street, Suite 1404
Toronto, ON M4Y 1W4

Andrew Burns (#345912W)

aburns@huntlegal.com

Melissa Brainis

mbrainis@huntlegal.com

Tel: 416-350-2934

Fax: 416-943-1484

Lawyers for the Defendant Kevin Baumann

AND TO: **SCOTT VENTURO RUDAKOFF LLP**

Lawyers
1500, 222 3rd Ave SW
Calgary AB T2P 0B4

Eugene J. Bodnar

g.bodnar@svrlawyers.com

Breanne Campbell

b.campbell@svrlawyers.com

Tel: 403-231-8209

Fax: 403-565-4632

Lawyers for the Defendant, Kevin Baumann

AND TO: **DARRYL LEVITT**

30 Speer Road, Suite 206
Oakville, Ontario
L6K 2E4

Darryl Levitt

darryl@dlevittassociates.com

Tel: 416-879-6965

SOLOMON ROTHBART GOODMAN LLP

Barristers
375 University Avenue, Suite 701
Toronto Ontario
M5G 2J5

Melvyn L. Solomon (LSUC# 16156J)

msolomon@srglegal.com

Tel: 416-947-1093 Ext 333

Fax: 416-947-0079

Nancy Tourgis (LSUC# 37349I)

ntourgis@srglegal.com

Tel: 416-947-1093 Ext 342

Fax: 416-947-0079

Lawyers for the Defendant, Richard Molyneux

AND TO: CRAWLEY MACKEWN BRUSH LLP

Barristers & Solicitors
Suite 800, 179 John Street
Toronto ON M5T 1X4

Robert Brush (LSUC# 40373N)

Tel: (416) 217-0822
rbrush@cmbllaw.ca

Clarke Tedesco (LSUC# 55291C)

Tel: (416) 217-0884
ctedesco@cmbllaw.ca

Dana Carson (LSUC# 65439D)

Tel: (416) 217-0110
dcarson@cmbllaw.ca

Lawyers for the Third Party Defendants (Plaintiff by Counterclaim)
Canaccord Genuity Corp.

AND TO: ADAIR GOLDBLATT BIEBER LLP

95 Wellington Street West Suite 1830
Toronto ON M5J 2N7

John Adair (LSUC# 52169D)

Tel: 416.941.5858
Email: jadair@agbllp.com

Gord McGuire (LSUC# 58364S)

Tel: 416.351.2781
Fax: 416.689.2059
Email : gmcguire@agbllp.com

Michael Darcy

Tel: 416.583.2392
Fax: 647.689.2059
Email : mdarcy@agbllp.com

Tel: 416.499.9940
Fax: 647.689.2059

Lawyers for the Defendants to the Counterclaim,
B.C. Strategy Ltd. dba Black Cube and B.C. Strategy UK Ltd. dba Black Cube

AND TO: JEFFREY MCFARLANE
220 Dominion Drive, Suite B
Morrisville, NC
27560

Email: jmcfarlane@triathloncc.com

Defendant

AND TO: GERARD DUHAMEL
220 Antonio-Barrett
Drummondville, Quebec
J2C 6J1

Defendant

AND TO: Andrew Levy
46 Baldwin Farms N.
Greenwich, CT.
0631

Defendant

AND TO: McCarthy Tetrault LLP
Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto, Ontario
M6K 1E6

R. Paul Steep (LSUC# 21869L)
Tel: 416.601-7998
Fax: 416-868-0673
Email: psteep@mccarthy.ca

Lawyer for the Defendant, George Wesley Voorheis

AND TO: BRUCE LIVESEY
230 Heath St. West
Toronto, Ontario
M5P 1N8

Email: livesey@rogers.com

Defendant

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

**FRESH AS AMENDED STATEMENT OF DEFENCE
AND COUNTERCLAIM**

MILBURN & ASSOCIATES
20 Toronto Street - Suite 860
Toronto ON M5C 2B8

A. Jane Milburn (39199U)
jmilburn@milburnlaw.ca
Tel: 647-728-8081
Fax: 647-689-2983
Devin M. Jarcaig (62223U)
djarcaig@milburnlaw.ca
Tel: 647-728-8083
Fax: 647-689-2983

Lawyers for the Defendant,
Bruce Langstaff