

In the Matter Of:  
The Catalyst Capital Group Inc. v.  
Brandon Moyse et al

---

ALEXANDER SINGH

July 31, 2014

---

neelsons

141 Adelaide Street West | 11<sup>th</sup> Floor  
Toronto, Ontario M5H 3L5  
1.888.525.6666 | 416.413.7755

1 Court File No. CV-14-507120

2  
3 ONTARIO

4 SUPERIOR COURT OF JUSTICE

5  
6 B E T W E E N:

7 THE CATALYST CAPITAL GROUP INC.

8 Plaintiff

9 - and -

10 BRANDON MOYSE and WEST FACE CAPITAL INC.

11 Defendants

12 -----  
13 --- This is the Cross-Examination of ALEXANDER  
14 SINGH on his affidavit sworn July 7, 2014, taken at  
15 the offices of Neeson & Associates Court Reporting  
16 and Captioning Inc., Suite 1108, 141 Adelaide  
17 Street West, Toronto, Ontario, on July 31, 2014.

18 -----  
19  
20 A P P E A R A N C E S:

21 Andrew Winton, for the Plaintiff

22 Jeff C. Hopkins, for Brandon Moyse

23 Jeff Mitchell, for West Face Capital Inc.

24  
25 REPORTED BY: Cindy Littlemore, CSR

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## I N D E X

WITNESS: ALEXANDER SINGH, AFFIRMED

PAGE

CROSS-EXAMINATION BY MR. WINTON:..... 4

\*\*The following list of undertakings, advisements and refusals is meant as a guide only for the assistance of counsel and no other purpose\*\*

## INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T and appear on the following pages: 22

## INDEX OF ADVISEMENTS

The questions/requests taken under advisement are noted by U/A and appear on the following pages: 27

## INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: 9, 25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## INDEX OF EXHIBITS

NUMBER/DESCRIPTION

PAGE/LINE NO.

1:	E-mail chain between Supriya Kapoor and Chap Chau exchanged on June 19, 2014.	4:20
----	----------------------------------------------------------------------------------	------

1 --- Upon commencing at 5:10 p.m.

2 ALEXANDER SINGH, AFFIRMED:

3 CROSS-EXAMINATION BY MR. WINTON:

4 1 Q. Good afternoon, Mr. Singh.

5 A. Good afternoon.

6 2 Q. Just to take care of a

7 housekeeping matter before we get started in  
8 earnest, during the cross-examination of Mr. Dea  
9 immediately prior to this cross-examination, we  
10 referred to the document at tab 24 of the document  
11 brief of West Face Capital that's been provided to  
12 us earlier this week, and that's an e-mail chain  
13 between Supriya Kapoor and Chap Chau exchanged on  
14 June 19th, 2014, and just prior to getting started,  
15 I just want to firm for the record, counsel, we've  
16 agreed that that e-mail will be Exhibit 1 to this  
17 cross-examination.

18 MR. MITCHELL: Yes, that's correct.

19 MR. WINTON: Thank you.

20 EXHIBIT NO. 1: E-mail chain

21 between Supriya Kapoor and

22 Chap Chau exchanged on June 19, 2014.

23 BY MR. WINTON:

24 3 Q. Now, Mr. Singh, if you turn to tab

25 2 of Dentons' motion record -- you have it open

1 already -- it's your affidavit sworn July 7th,  
2 2014, all of three pages soaking wet, I might say,  
3 if you look at the third page.

4 Can you just confirm that you have  
5 reviewed this affidavit prior to swearing it?

6 A. Yes, I have.

7 4 Q. And you understood you were  
8 swearing that the contents of this affidavit were  
9 true?

10 A. I did understand that.

11 5 Q. Now, paragraph 2 states that prior  
12 to swearing or making -- it says making this  
13 affidavit, but I see, whether it's sworn or not,  
14 that you reviewed Mr. Riley's affidavit sworn June  
15 26, 2014; correct?

16 A. Correct.

17 6 Q. And as well, you reviewed the  
18 affidavit of Thomas Dea sworn July 7th, 2014;  
19 correct?

20 A. Correct.

21 7 Q. Now, just if we turn back to tab  
22 1, Mr. Dea's affidavit states that he had the  
23 opportunity to review the affidavit of Mr. Riley  
24 and also your affidavit sworn.

25 So am I to understand that, you know,

1           whether or not you had actually seen a sworn copy,  
2           you had reviewed, perhaps, a final draft or a  
3           finalized but maybe not sworn copy of Mr. Dea's  
4           affidavit?

5                       A.    I think that's correct, and I  
6           think we were in the same room when we swore them.

7    8           Q.    Okay, but you reviewed each  
8           other's affidavits around the time they were sworn?

9                       A.    That's right.

10   9           Q.    Okay. Any changes to your  
11           affidavit that you want to make?

12                     A.    No changes.

13   10           Q.    Okay. Turning to paragraph 3 of  
14           your affidavit, it was on or about May 16th, 2014  
15           that Mr. Dea asked you to prepare an employment  
16           contract for Mr. Moyse; correct?

17                     A.    Correct.

18   11           Q.    Is there a standard form contract  
19           for West Face's investment team that you use for  
20           these matters?

21                     A.    Yes.

22   12           Q.    And is it the same for all  
23           employees essentially?

24                     A.    Essentially.

25   13           Q.    Okay. I understand maybe the

1 actual compensation may be somewhat different?

2 A. Correct.

3 14 Q. Any other terms that you're aware  
4 of that would differ among the employees?

5 A. Yes.

6 15 Q. And what would those be? If you  
7 want me to make your life easier, I don't want  
8 to -- it doesn't have to be a memory game. Turn to  
9 tab B of Mr. Dea's affidavit, and that is the  
10 employment agreement of Mr. Moyse.

11 A. Okay.

12 16 Q. And so rather than --

13 A. Just give me one second. I'm just  
14 going to turn the volume off on this phone.

15 17 Q. Sure, that's a good idea.

16 A. Sorry I didn't do that earlier.

17 18 Q. No problem. Thank you. So this  
18 is tab B of Mr. Dea's affidavit.

19 A. Okay.

20 19 Q. Do you recognize this? This is  
21 West Face's employment agreement --

22 A. Yes.

23 20 Q. -- with Mr. Moyse; correct?

24 A. Yes, I recognize it.

25 21 Q. Okay, dated May 26, 2014; right?



1 A. Agreed.

2 22 Q. And so your evidence was that it's  
3 a fairly standard -- and we'll call it a fairly  
4 standard form contract; correct?

5 A. Yes, I agree.

6 23 Q. There are some terms that are  
7 unique to this particular contract; agreed?

8 A. No, I don't think that's correct.

9 24 Q. Okay. Well, turning to article 9  
10 of the employment agreement.

11 A. Sure.

12 25 Q. That's the non-competition and  
13 non-solicitation article.

14 Were there any changes to this clause  
15 that were inputted specifically for Mr. Moyse?

16 A. No.

17 26 Q. So this is the same clause that  
18 applies to all of the investment team?

19 MR. MITCHELL: Well, let's just be  
20 clear. I mean, the investment team may have  
21 been -- some of them may have been employed for ten  
22 years. So if you're asking -- I just want to make  
23 sure I understand your question.

24 BY MR. WINTON:

25 27 Q. Okay. So let's say for -- I

1 understand from Mr. Dea that, prior to hiring  
2 Mr. Moyse, the most recent associate who was  
3 employed or hired by West Face was hired in or  
4 around the fall of 2012. Does that --

5 A. That's correct.

6 28 Q. -- accord with your recollection?

7 A. Yes.

8 29 Q. And so for those associates, was  
9 this the same contract that they were employed  
10 with?

11 A. Can you be more specific?

12 30 Q. Sure. Did this non-competition  
13 and non-solicitation clause, was this the term that  
14 was included in those associates' employment  
15 contracts in the fall of 2012?

16 A. The exact?

17 31 Q. Yes.

18 A. Not the exact language.

19 32 Q. Okay. So because that's what this  
20 case turns on in part, I would like to ask that a  
21 copy of those employment contracts be produced with  
22 any personal and sensitive information redacted.

23 R/F MR. MITCHELL: I'm going to treat that  
24 as a refusal. I don't see how it's relevant what  
25 kind of employment contract an employee of West

1 Face from two years ago might have entered into,  
2 and frankly, article 9 of West Face's contract is  
3 not a particular issue in this matter. It's the  
4 non-competition clause of Catalyst that's at issue,  
5 so I'm going to refuse the request for an  
6 undertaking.

7 MR. WINTON: Well, my suggestion to  
8 you, counsel, is that if West Face is saying that  
9 the non-competition clause is unenforceable but  
10 included a non-competition clause of its own in its  
11 employment contracts, then that may undermine West  
12 Face's position. It may also undermine Mr. Moyse's  
13 position that after -- that he signed what he says  
14 is an unenforceable contract, and yet he signed a  
15 second one.

16 MR. MITCHELL: You had the opportunity  
17 to cross-examine Mr. Moyse, so I'm not going to  
18 comment on that.

19 MR. WINTON: Yes.

20 MR. MITCHELL: West Face's position is  
21 that the contract as drafted by Catalyst and the  
22 non-competition clause as drafted by Catalyst is  
23 unenforceable. Nowhere in the pleadings is there  
24 any suggestion that they are unenforceable per se  
25 or that all non-competition clauses are

1 unenforceable. So I just don't understand the  
2 relevance.

3 BY MR. WINTON:

4 33 Q. If there is a proprietary interest  
5 within this industry to including non-competition  
6 clauses within contracts, then that's a matter that  
7 would be relevant to the motion judge's analysis of  
8 matters in this injunction. So I'm going to leave  
9 it at that. I have your refusal, and we'll deal  
10 with it at the motion. Thank you.

11 Turning to your affidavit, paragraph 4  
12 and, I guess, 4, you say that on or about May 22nd,  
13 you had a -- I guess it's -- is it a conversation  
14 with Mr. Moyse regarding confidentiality matters?

15 A. Correct.

16 34 Q. And what led to you having that  
17 discussion with Mr. Moyse? What was the catalyst,  
18 if we can use that term, of that discussion?

19 A. I think there were two catalysts.  
20 One was that it's a typical discussion that I have  
21 with new employees, especially more junior  
22 employees, regarding, you know, do you have any  
23 questions about the contract and impressing  
24 upon -- impressing upon more junior employees the  
25 salient points of the contract, and the second

1           prompting was a discussion that Tom Dea and I had  
2           on or around -- I think it's in my previous  
3           paragraph which says that Mr. Dea and I also asked  
4           that I spoke -- that I speak with Brandon to remind  
5           him of the confidentiality obligations that he owed  
6           to his former employer, Catalyst Group. So that  
7           was the second reason.

8   35           Q.    Did Mr. Dea explain to you why he  
9           wanted you to have that discussion with Mr. Moyse?

10           A.    He did.

11   36           Q.    And what was his explanation for  
12           the request?

13           A.    His explanation was that he had  
14           received an e-mail from Brandon that he thought  
15           warranted a discussion around the importance of  
16           confidentiality.

17   37           Q.    Did he tell you -- describe the  
18           contents of that e-mail or --

19           A.    He described that -- at the time  
20           that he had received an e-mail from Brandon  
21           containing some summaries of investments from  
22           Brandon that were Catalyst investments.

23   38           Q.    So did he suggest to you that  
24           those documents that Mr. Moyse had sent Mr. Dea  
25           were Catalyst confidential information?

1                   A.    I don't think we discussed whether  
2                   the information was confidential information of  
3                   Catalyst. We just discussed that it was based on  
4                   Catalyst investments.

5 39                Q.    I see. So internal documents  
6                   within Catalyst were sent by Mr. Moyse?

7                   A.    I didn't know whether they were  
8                   internal or what they were. I understood that Tom  
9                   received investment summaries, writing samples,  
10                  that Brandon produced.

11 40               Q.    And it was the receipt of those  
12                  samples that led him to ask you to speak directly  
13                  with Mr. Moyse and reinforce the importance of  
14                  confidentiality obligations; correct?

15                  A.    I didn't ask him the reasoning,  
16                  but...

17 41               Q.    Is that your understanding?

18                  A.    I believe that's what was  
19                  underlying his request.

20 42               Q.    At the time, had you seen the  
21                  e-mail in question?

22                  A.    No.

23 43               Q.    You eventually saw the e-mail in  
24                  question after you had that conversation with  
25                  Mr. Moyse?

1 A. I eventually saw it but only in  
2 the course of the -- of this matter.

3 44 Q. So only after litigation had  
4 commenced?

5 A. Exactly.

6 45 Q. Did you see it prior to that day  
7 when you and Mr. Dea were swearing your affidavits  
8 on July 7th?

9 A. I don't recall.

10 46 Q. Let me try it a different way.

11 A. Sure.

12 47 Q. Was it in the course of preparing  
13 these affidavits -- and I don't want to get into  
14 anything privileged about the preparation but just  
15 to say was it in the course of preparing these  
16 affidavits that you became aware of the contents of  
17 that e-mail?

18 A. I believe it was in discussion  
19 with counsel.

20 48 Q. In the course of preparing a  
21 response to Catalyst's motion?

22 A. Yes.

23 49 Q. When you had this discussion with  
24 Mr. Moyse, did he tell you that he had already sent  
25 confidential information that belonged to Catalyst

1 to Mr. Dea?

2 A. No.

3 50 Q. If you could turn to -- actually  
4 it's in Catalyst's motion record, tab 1, the Notice  
5 of Motion, page 3 of the record, paragraph (c), you  
6 see here that among other things Catalyst is  
7 seeking in this motion an order requiring the  
8 defendants to immediately return to Catalyst or its  
9 counsel all confidential information in their  
10 possession or control.

11 Do you see that there?

12 A. I see that.

13 51 Q. In preparing West Face's response  
14 to the motion, you become aware of the fact that  
15 West Face has in its possession documents belonging  
16 to Catalyst that are marked Confidential; correct?

17 A. I don't think I knew whether they  
18 were marked Confidential or not.

19 52 Q. You reviewed Mr. Dea's affidavit  
20 prior to swearing your affidavit; correct?

21 A. I did.

22 53 Q. Did you review the exhibits to  
23 that affidavit?

24 A. I don't recall the detail with  
25 which I reviewed the exhibits.



1 54 Q. So you were not aware that the  
2 Catalyst documents were marked Confidential on  
3 their face?

4 A. I was not aware of that.

5 55 Q. Was that a fact that you would  
6 expect someone to bring to your attention, that  
7 West Face has documents marked Confidential by  
8 Catalyst?

9 A. I'm not sure I understand the  
10 question.

11 56 Q. You were involved in the  
12 directions given to Dentons with respect to  
13 correspondence between Dentons and Lax, O'Sullivan,  
14 Scott, Lisus prior to the commencement of  
15 litigation; correct?

16 A. Correct.

17 57 Q. When letters were drafted -- and I  
18 don't want to get into the details of discussions,  
19 but just generally speaking, is it fair to say that  
20 drafts were shown to you in some cases prior to  
21 letters being sent out by Dentons?

22 A. That's correct, yes.

23 58 Q. You review those drafts because  
24 you want to make sure that whatever was being said  
25 by your counsel was accurate?

1 A. Correct.

2 59 Q. And it was an accurate reflection  
3 of West Face's position with respect to the  
4 correspondence it had received from Lax,  
5 O'Sullivan, Scott, Lisus; correct?

6 A. Correct.

7 60 Q. And in the course of the  
8 preparation -- sorry, prepare and reviewing or  
9 drafting of that correspondence, did you make any  
10 inquiries of Mr. Dea or Mr. Moyse as to whether or  
11 not West Face actually had any confidential  
12 information belonging to Catalyst?

13 A. I was aware of the information  
14 that Mr. Dea had received, and I was aware of his  
15 opinion on it.

16 61 Q. Did you independently review those  
17 documents though?

18 A. I did not.

19 62 Q. So you just accepted Mr. Dea's  
20 opinion that -- as to the state of these documents;  
21 correct?

22 A. I did.

23 63 Q. And Mr. Dea's opinion, I'm going  
24 to hazard a guess, was that this information was  
25 not confidential?

1 MR. MITCHELL: I don't know that his  
2 evidence was that. I think --

3 MR. WINTON: I'm asking this witness.

4 MR. MITCHELL: But I think you're  
5 putting a proposition to him that's contrary to the  
6 previous witness's evidence.

7 BY MR. WINTON:

8 64 Q. Okay. Well, I'm not asking for  
9 his evidence today. I'm asking for what he told  
10 Mr. Singh at the time.

11 So what do you recall him telling you  
12 at the time about those documents and whether or  
13 not they were confidential?

14 A. I think -- my recollection is that  
15 Mr. Dea informed me that he received documents from  
16 Brandon that were based on Catalyst's information.

17 65 Q. Did he express a view to you as to  
18 whether or not those documents may be considered  
19 confidential by Catalyst?

20 A. I don't recall a discussion on  
21 whether or not they contained confidential  
22 information versus Catalyst information.

23 66 Q. Okay. As part of your role as  
24 general counsel of West Face, are you involved in  
25 ensuring that employees comply with their

1 contracts?

2 A. Yes.

3 67 Q. So that would include complying  
4 with their confidentiality obligations under their  
5 employment contracts?

6 A. Agreed.

7 68 Q. So do you -- if an employee of  
8 West Face had distributed to third parties  
9 West Face internal deal memos, would you consider  
10 that to be a breach of their confidentiality  
11 obligations to West Face?

12 A. Yes.

13 69 Q. You understood in June of 2014,  
14 when correspondence is exchanged between external  
15 counsel, that one of Catalyst's concerns is the  
16 fact that Mr. Moyse is taking with him knowledge  
17 about specific opportunities that it feared could  
18 be shared with or the information could be shared  
19 with or taken advantage of by West Face; correct?

20 A. Yes.

21 70 Q. And at some point, the decision is  
22 made at West Face to create a confidentiality wall  
23 with respect to a particular opportunity; correct?

24 A. Correct.

25 71 Q. And the WIND opportunity is the

1 one that has the confidentiality wall; correct?

2 A. Correct.

3 72 Q. You were involved or did you play  
4 a role in creating that confidentiality wall?

5 A. I did.

6 73 Q. And what was your role?

7 A. My role was to instruct our chief  
8 compliance officer to establish the wall.

9 74 Q. Anything else?

10 A. To disseminate it to the group, I  
11 suppose, but that's -- that's part of the process  
12 of creating the wall is identifying to the group  
13 that it exists.

14 75 Q. Who identified to the group that  
15 the confidentiality wall exists? Do you know?

16 A. Who identified to the group? I  
17 think our CCO sent it out. Our chief compliance  
18 officer sent it out.

19 76 Q. Sent out a memo, correct, to the  
20 best --

21 A. Sent out an e-mail, I believe,  
22 attaching a memo.

23 77 Q. Was the e-mail sent to the  
24 investment team?

25 A. I believe it was, yes.

1 78 Q. If you turn to Exhibit J to  
2 Mr. Dea's affidavit.

3 A. Mm-hmm.

4 79 Q. That is an e-mail from West Face's  
5 chief compliance officer to -- in the To line, it's  
6 to Mr. Moyse; correct?

7 A. Mm-hmm.

8 80 Q. And then in the cc, it's -- I  
9 guess it copies the investment team; is that  
10 correct?

11 A. That's right. That includes  
12 members of the investment team.

13 81 Q. Is that the entire investment team  
14 who is cc'd there?

15 A. Yes.

16 82 Q. And they're also, I believe -- the  
17 copy to Chap Chau, that's the IT --

18 A. Yeah, that's IT.

19 83 Q. -- person at West Face?

20 A. Yeah.

21 84 Q. Is this the e-mail that you were  
22 thinking of that was sent to the investment team to  
23 set up the confidentiality wall?

24 A. I think so. This is my  
25 recollection.

1 85 Q. Because this is sent to Mr. Moyse  
2 and copied to the investment team. I'm just  
3 wondering, was there a separate e-mail that was  
4 sent only to the investment team; do you recall?

5 A. I don't recall.

6 86 Q. Counsel, can you make inquiries,  
7 and if so, produce an e-mail of that type?

8 U/T MR. MITCHELL: I will.

9 MR. WINTON: Thank you.

10 MR. MITCHELL: If it exists.

11 MR. WINTON: Yes.

12 MR. MITCHELL: To be clear.

13 BY MR. WINTON:

14 87 Q. Of course. Thanks. Now, were you  
15 aware of any announcement having been made by  
16 Mr. Dea regarding the creation of the  
17 confidentiality wall?

18 A. Was I aware --

19 88 Q. Yes.

20 A. -- of any announcement?

21 89 Q. Yes.

22 A. No.

23 90 Q. Okay. When a confidentiality wall  
24 is set up, I'm going to suggest to you that there  
25 are two components. There's the memo that's

1           circulated to employees regarding the creation of  
2           the wall; right? That's one component; okay? Do  
3           you agree that's part of at least -- will you agree  
4           with me that's part of creating a wall?

5                   A.    Is creating a memo?

6   91            Q.    The actual memo. So the memo at  
7           tab I of Mr. Dea's affidavit, that is the -- a step  
8           one takes in creating a confidentiality wall?

9                   A.    Yes.

10  92            Q.    Another step would involve  
11           restricting access to the network to the file  
12           that's being walled off to ensure that the  
13           walled-off person or persons can't access those  
14           files; correct?

15                   A.    Correct.

16  93            Q.    And would you agree that's an  
17           integral part of the creation of the  
18           confidentiality wall?

19                   A.    Yes.

20  94            Q.    When you create a confidential  
21           wall, does West Face take any steps to obtain  
22           acknowledgments from the investment team that the  
23           wall has been established?

24                   A.    No.

25  95            Q.    Do you take any steps to obtain



1           acknowledgments from other employees,  
2           non-investment team employees, regarding the  
3           creation of the wall?

4           A.    Yes.

5   96           Q.    What steps do you take?

6           A.    We would certainly confirm with  
7           the IT folks that the files have been locked,  
8           locked like -- that the access is being restricted.

9   97           Q.    Now, other than IT, there's  
10           also -- I guess, there are employees who work in  
11           investor relations; correct?

12           A.    We have employees who work in  
13           investor relations.

14   98           Q.    Are they walled off as a matter of  
15           course from the investment team's work?

16           A.    Do you mean in the general sense?

17   99           Q.    Yes.

18           A.    I think in certain circumstances,  
19           yes, but not in all circumstances.

20   100           Q.    Okay, and what are those certain  
21           circumstances that you're thinking about?

22           A.    I suppose matters in which we  
23           believe the information should be restricted from  
24           the firm generally as -- excluding those investment  
25           professionals and, perhaps, myself and, perhaps, a

1 member of the -- like a senior member of the  
2 finance team who may be working on the file.

3 101 Q. So there may be a file that's so  
4 sensitive that you keep it to a very restricted  
5 group; correct?

6 A. Yes.

7 102 Q. Is WIND one of those files?

8 A. I believe it is.

9 103 Q. So --

10 A. I don't have a perfect  
11 recollection on that, but I believe it is.

12 104 Q. So investor relations is walled  
13 off from WIND?

14 A. I don't recall.

15 105 Q. Can you let me know?

16 R/F MR. MITCHELL: No. I don't see how  
17 it's relevant whether WIND is walled off from the  
18 rest of the firm. We've given you everything  
19 relating to Mr. Moyse, and that's what's relevant  
20 in this litigation.

21 BY MR. WINTON:

22 106 Q. Well, let's just explore that for  
23 a bit, counsel. The confidential memo regarding  
24 the creation of the wall is circulated to West Face  
25 partners, and just stopping there for a second,

1 Mr. Singh, you understand, I think, there are four  
2 West Face partners; correct?

3 A. Correct.

4 107 Q. West Face analysts, and those are  
5 members of the investment team; correct?

6 A. Yes.

7 108 Q. West Face compliance, and I'm  
8 going to suggest those are the people who work for  
9 you and the chief compliance officer, and there  
10 maybe one or two other people within compliance; is  
11 that correct?

12 A. That's correct. The compliance  
13 distribution list is wider than that, but...

14 109 Q. Who is the compliance distribution  
15 list? Who does that go to?

16 A. That goes to myself, the CCO, a  
17 compliance clerk, a law clerk/compliance clerk, the  
18 CFO, the COO, and I believe one senior accountant,  
19 but I'm not positive on that.

20 110 Q. Okay, and then there's Nora  
21 Nester. Who is that?

22 A. She is a tax professional.

23 111 Q. Working at West Face?

24 A. Yes. Yeah, this is all internal.

25 112 Q. Okay, and Chap Chau, we

1 established is the IT person; correct?

2 A. Mm-hmm.

3 113 Q. So this memo was not circulated to  
4 general office support workers; is that correct?

5 A. Correct.

6 114 Q. It wasn't circulated to some other  
7 administrative workers who work in other  
8 departments at West Face?

9 A. Correct.

10 115 Q. And was not distributed to  
11 investor relations; correct?

12 A. Correct.

13 116 Q. So, counsel, I think it's  
14 important to know whether or not those people who  
15 did not receive this memo had been walled off from  
16 WIND or not.

17 U/A MR. MITCHELL: I'll take it under  
18 advisement.

19 BY MR. WINTON:

20 117 Q. If there has been some sort of  
21 wall created that walls off WIND from these other  
22 general office admin and investor relations  
23 employees, if you could produce any documents  
24 evidencing the creation of that wall; counsel.

25 U/A MR. MITCHELL: Again, I'll take that

1 under advisement.

2 BY MR. WINTON:

3 118 Q. The memo at tab I to Mr. Dea's  
4 affidavit refers to a wall that applies with  
5 respect to WIND Mobile and Globalive companies,  
6 correct, Mr. Singh?

7 A. Sorry, the --

8 119 Q. So if you look at the Subject  
9 line.

10 A. Am I looking at the right one?

11 120 Q. Yeah, that's the document. If you  
12 look at the Subject line of this memo, it's WIND  
13 Mobile Globalive companies, and then together a  
14 defined term WIND; correct?

15 A. Mm-hmm.

16 121 Q. Yes?

17 A. Correct.

18 122 Q. And then the first sentence of the  
19 memo, the body memo of the memo, states that a  
20 confidentiality wall has been established with  
21 respect to defined term WIND at West Face; correct?

22 A. Correct.

23 123 Q. So the wall applies to those  
24 particular entities that are in the Subject line of  
25 the memo; correct?

1 A. Correct.

2 124 Q. They don't apply to other  
3 companies or the wall doesn't apply to other  
4 companies in the telecommunications industry?

5 A. Does this wall apply to those  
6 other companies?

7 125 Q. Yes.

8 A. No.

9 126 Q. Can I just have a couple minutes?

10 ---Discussion off the record.

11 MR. WINTON: That's it. We're done.  
12 So, I'll just wrap it up. All right. So that  
13 concludes the cross-examination. Thank you very  
14 much, Mr. Singh.

15 THE DEPONENT: Okay, thank you.

16  
17 ---Whereupon, the examination concluded  
18 at 5:45 p.m.

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

REPORTER'S CERTIFICATE

I, CINDY LITTLEMORE, CSR, Certified Shorthand Reporter, certify;

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

Dated this 1st day of August, 2014.

*Cindy Littlemore*

NEESON & ASSOCIATES

COURT REPORTING AND CAPTIONING INC.

PER: CINDY LITTLEMORE, CSR

(	<b>123</b> 28:23	<b>33</b> 11:4	
(c) 15:5	<b>124</b> 29:2	<b>34</b> 11:16	<b>6</b>
-	<b>125</b> 29:7	<b>35</b> 12:8	<b>6</b> 5:17
---discussion 29:10	<b>126</b> 29:9	<b>36</b> 12:11	<b>60</b> 17:7
---whereupon 29:17	<b>13</b> 6:25	<b>37</b> 12:17	<b>61</b> 17:16
<b>1</b>	<b>14</b> 7:3	<b>38</b> 12:23	<b>62</b> 17:19
<b>1</b> 4:4,16,20 5:22 15:4	<b>15</b> 7:6	<b>39</b> 13:5	<b>63</b> 17:23
<b>10</b> 6:13	<b>16</b> 7:12	<b>4</b>	<b>64</b> 18:8
<b>100</b> 24:20	<b>16th</b> 6:14	<b>4</b> 5:7 11:11,12	<b>65</b> 18:17
<b>101</b> 25:3	<b>17</b> 7:15	<b>40</b> 13:11	<b>66</b> 18:23
<b>102</b> 25:7	<b>18</b> 7:17	<b>41</b> 13:17	<b>67</b> 19:3
<b>103</b> 25:9	<b>19</b> 4:22 7:20	<b>42</b> 13:20	<b>68</b> 19:7
<b>104</b> 25:12	<b>19th</b> 4:14	<b>43</b> 13:23	<b>69</b> 19:13
<b>105</b> 25:15	<b>2</b>	<b>44</b> 14:3	<b>7</b>
<b>106</b> 25:22	<b>2</b> 4:6,25 5:11	<b>45</b> 14:6	<b>7</b> 5:21
<b>107</b> 26:4	<b>20</b> 7:23	<b>46</b> 14:10	<b>70</b> 19:21
<b>108</b> 26:7	<b>2012</b> 9:4,15	<b>47</b> 14:12	<b>71</b> 19:25
<b>109</b> 26:14	<b>2014</b> 4:14,22 5:2,15,18 6:14 7:25 19:13	<b>48</b> 14:20	<b>72</b> 20:3
<b>11</b> 6:18	<b>21</b> 7:25	<b>49</b> 14:23	<b>73</b> 20:6
<b>110</b> 26:20	<b>22</b> 8:2	<b>5</b>	<b>74</b> 20:9
<b>111</b> 26:23	<b>22nd</b> 11:12	<b>5</b> 5:11	<b>75</b> 20:14
<b>112</b> 26:25	<b>23</b> 8:6	<b>50</b> 15:3	<b>76</b> 20:19
<b>113</b> 27:3	<b>24</b> 4:10 8:9	<b>51</b> 15:13	<b>77</b> 20:23
<b>114</b> 27:6	<b>25</b> 8:12	<b>52</b> 15:19	<b>78</b> 21:1
<b>115</b> 27:10	<b>26</b> 5:15 7:25 8:17	<b>53</b> 15:22	<b>79</b> 21:4
<b>116</b> 27:13	<b>27</b> 8:25	<b>54</b> 16:1	<b>7th</b> 5:1,18 14:8
<b>117</b> 27:20	<b>28</b> 9:6	<b>55</b> 16:5	<b>8</b>
<b>118</b> 28:3	<b>29</b> 9:8	<b>56</b> 16:11	<b>8</b> 6:7
<b>119</b> 28:8	<b>3</b>	<b>57</b> 16:17	<b>80</b> 21:8
<b>12</b> 6:22	<b>3</b> 4:24 6:13 15:5	<b>58</b> 16:23	<b>81</b> 21:13
<b>120</b> 28:11	<b>30</b> 9:12	<b>59</b> 17:2	<b>82</b> 21:16
<b>121</b> 28:16	<b>31</b> 9:17	<b>5:10 p.m</b> 4:1	<b>83</b> 21:19
<b>122</b> 28:18	<b>32</b> 9:19	<b>5:45</b> 29:18	<b>84</b> 21:21
			<b>85</b> 22:1



<b>86</b> 22:6	<b>AFFIRMED</b> 4:2	<b>Capital</b> 4:11	<b>comply</b> 18:25
<b>87</b> 22:14	<b>afternoon</b> 4:4,5	<b>care</b> 4:6	<b>complying</b> 19:3
<b>88</b> 22:19	<b>agree</b> 8:5 23:3,16	<b>case</b> 9:20	<b>component</b> 23:2
<b>89</b> 22:21	<b>agreed</b> 4:16 8:1,7 19:6	<b>cases</b> 16:20	<b>components</b> 22:25
<hr/>	<b>agreement</b> 7:10,21 8:10	<b>catalyst</b> 10:4,21,22 11:17 12:6,22,25 13:3, 4,6 14:25 15:6,8,16 16:2,8 17:12 18:19,22	<b>concerns</b> 19:15
<hr/>	<b>ALEXANDER</b> 4:2	<b>Catalyst's</b> 14:21 15:4 18:16 19:15	<b>concluded</b> 29:17
<b>9</b>	<b>analysis</b> 11:7	<b>catalysts</b> 11:19	<b>concludes</b> 29:13
<hr/>	<b>analysts</b> 26:4	<b>cc'd</b> 21:14	<b>confidential</b> 12:25 13:2 14:25 15:9,16,18 16:2,7 17:11,25 18:13, 19,21 23:20 25:23
<b>9</b> 6:10 8:9 10:2	<b>announcement</b> 22:15,20	<b>CCO</b> 20:17 26:16	<b>confidentiality</b> 11:14 12:5,16 13:14 19:4,10,22 20:1,4,15 21:23 22:17,23 23:8,18 28:20
<b>90</b> 22:23	<b>applies</b> 8:18 28:4,23	<b>CFO</b> 26:18	<b>confirm</b> 5:4 24:6
<b>91</b> 23:6	<b>apply</b> 29:2,3,5	<b>chain</b> 4:12,20	<b>considered</b> 18:18
<b>92</b> 23:10	<b>article</b> 8:9,13 10:2	<b>Chap</b> 4:13,22 21:17 26:25	<b>contained</b> 18:21
<b>93</b> 23:16	<b>associate</b> 9:2	<b>Chau</b> 4:13,22 21:17 26:25	<b>contents</b> 5:8 12:18 14:16
<b>94</b> 23:20	<b>associates</b> 9:8	<b>chief</b> 20:7,17 21:5 26:9	<b>contract</b> 6:16,18 8:4,7 9:9,25 10:2,14,21 11:23,25
<b>95</b> 23:25	<b>associates'</b> 9:14	<b>circulated</b> 23:1 25:24 27:3,6	<b>contracts</b> 9:15,21 10:11 11:6 19:1,5
<b>96</b> 24:5	<b>attaching</b> 20:22	<b>circumstances</b> 24:18,19,21	<b>contrary</b> 18:5
<b>97</b> 24:9	<b>attention</b> 16:6	<b>clause</b> 8:14,17 9:13 10:4,9,10,22	<b>control</b> 15:10
<b>98</b> 24:14	<b>aware</b> 7:3 14:16 15:14 16:1,4 17:13,14 22:15, 18	<b>clauses</b> 10:25 11:6	<b>conversation</b> 11:13 13:24
<b>99</b> 24:17	<hr/>	<b>clear</b> 8:20 22:12	<b>COO</b> 26:18
<hr/>	<b>B</b>	<b>clerk</b> 26:17	<b>copied</b> 22:2
<b>accepted</b> 17:19	<b>back</b> 5:21	<b>clerk/compliance</b> 26:17	<b>copies</b> 21:9
<b>access</b> 23:11,13 24:8	<b>based</b> 13:3 18:16	<b>commenced</b> 14:4	<b>copy</b> 6:1,3 9:21 21:17
<b>accord</b> 9:6	<b>belonged</b> 14:25	<b>commencement</b> 16:14	<b>correct</b> 4:18 5:15,16, 19,20 6:5,16,17 7:2,23 8:4,8 9:5 11:15 13:14 15:16,20 16:15,16,22 17:1,5,6,21 19:19,23,24 20:1,2,19 21:6,10 23:14,15 24:11 25:5 26:2,3,5,11,12 27:1,4,5, 9,11,12 28:6,14,17,21, 22,25 29:1
<b>accountant</b> 26:18	<b>belonging</b> 15:15 17:12	<b>commencing</b> 4:1	
<b>accurate</b> 16:25 17:2	<b>bit</b> 25:23	<b>comment</b> 10:18	
<b>acknowledgments</b> 23:22 24:1	<b>body</b> 28:19	<b>companies</b> 28:5,13 29:3,4,6	
<b>actual</b> 7:1 23:6	<b>Brandon</b> 12:4,14,20, 22 13:10 18:16	<b>compensation</b> 7:1	
<b>admin</b> 27:22	<b>breach</b> 19:10	<b>compliance</b> 20:8,17 21:5 26:7,9,10,12,14,17	
<b>administrative</b> 27:7	<b>bring</b> 16:6		
<b>advantage</b> 19:19	<hr/>		
<b>advisement</b> 27:18 28:1	<b>C</b>		
<b>affidavit</b> 5:1,5,8,13, 14,18,22,23,24 6:4,11, 14 7:9,18 11:11 15:19, 20,23 21:2 23:7 28:4	<b>call</b> 8:3		
<b>affidavits</b> 6:8 14:7,13, 16			

<b>correspondence</b> 16:13 17:4,9 19:14	<b>discussed</b> 13:1,3	<b>entities</b> 28:24	<b>finalized</b> 6:3
<b>counsel</b> 4:15 10:8 14:19 15:9 16:25 18:24 19:15 22:6 25:23 27:13, 24	<b>discussion</b> 11:17,18, 20 12:1,9,15 14:18,23 18:20	<b>essentially</b> 6:23,24	<b>finance</b> 25:2
<b>couple</b> 29:9	<b>discussions</b> 16:18	<b>establish</b> 20:8	<b>firm</b> 4:15 24:24 25:18
<b>create</b> 19:22 23:20	<b>disseminate</b> 20:10	<b>established</b> 23:23 27:1 28:20	<b>folks</b> 24:7
<b>created</b> 27:21	<b>distributed</b> 19:8 27:10	<b>eventually</b> 13:23 14:1	<b>form</b> 6:18 8:4
<b>creating</b> 20:4,12 23:4, 5,8	<b>distribution</b> 26:13,14	<b>evidence</b> 18:2,6,9	<b>frankly</b> 10:2
<b>creation</b> 22:16 23:1, 17 24:3 27:24	<b>document</b> 4:10 28:11	<b>evidencing</b> 27:24	<hr/> <b>G</b> <hr/>
<b>cross-examination</b> 4:3,8,9,17 29:13	<b>documents</b> 12:24 13:5 15:15 16:2,7 17:17,20 18:12,15,18 27:23	<b>exact</b> 9:16,18	<b>game</b> 7:8
<b>cross-examine</b> 10:17	<b>draft</b> 6:2	<b>examination</b> 29:17	<b>general</b> 18:24 24:16 27:4,22
<hr/> <b>D</b> <hr/>	<b>drafted</b> 10:21,22 16:17	<b>exchanged</b> 4:13,22 19:14	<b>generally</b> 16:19 24:24
<b>dated</b> 7:25	<b>drafting</b> 17:9	<b>excluding</b> 24:24	<b>give</b> 7:13
<b>day</b> 14:6	<b>drafts</b> 16:20,23	<b>Exhibit</b> 4:16,20 21:1	<b>Globalive</b> 28:5,13
<b>Dea</b> 4:8 5:18 6:15 12:1, 3,8,24 14:7 15:1 17:10, 14 18:15 22:16	<hr/> <b>E</b> <hr/>	<b>exhibits</b> 15:22,25	<b>good</b> 4:4,5 7:15
<b>Dea's</b> 5:22 6:3 7:9,18 17:19,23 21:2 23:7 28:3	<b>e-mail</b> 4:12,16,20 12:14,18,20 13:21,23 14:17 20:21,23 21:4,21 22:3,7	<b>exists</b> 20:13,15 22:10	<b>group</b> 12:6 20:10,12, 14,16 25:5
<b>deal</b> 19:9	<b>earlier</b> 4:12 7:16	<b>expect</b> 16:6	<b>guess</b> 11:12,13 17:24 21:9 24:10
<b>decision</b> 19:21	<b>earnest</b> 4:8	<b>explain</b> 12:8	<hr/> <b>H</b> <hr/>
<b>defendants</b> 15:8	<b>easier</b> 7:7	<b>explanation</b> 12:11,13	<b>hazard</b> 17:24
<b>defined</b> 28:14,21	<b>employed</b> 8:21 9:3,9	<b>explore</b> 25:22	<b>hired</b> 9:3
<b>Dentons</b> 16:12,13,21	<b>employee</b> 9:25 19:7	<b>express</b> 18:17	<b>hiring</b> 9:1
<b>Dentons'</b> 4:25	<b>employees</b> 6:23 7:4 11:21,22,24 18:25 24:1, 2,10,12 27:23	<b>external</b> 19:14	<b>housekeeping</b> 4:7
<b>departments</b> 27:8	<b>employer</b> 12:6	<hr/> <b>F</b> <hr/>	<hr/> <b>I</b> <hr/>
<b>DEPONENT</b> 29:15	<b>employment</b> 6:15 7:10,21 8:10 9:14,21,25 10:11 19:5	<b>face</b> 4:11 9:3 10:1,8 15:15 16:3,7 17:11 18:24 19:8,9,11,19,22 21:19 23:21 25:24 26:2, 4,7,23 27:8 28:21	<b>idea</b> 7:15
<b>describe</b> 12:17	<b>ensure</b> 23:12	<b>Face's</b> 6:19 7:21 10:2, 12,20 15:13 17:3 21:4	<b>identified</b> 20:14,16
<b>detail</b> 15:24	<b>ensuring</b> 18:25	<b>fact</b> 15:14 16:5 19:16	<b>identifying</b> 20:12
<b>details</b> 16:18	<b>entered</b> 10:1	<b>fair</b> 16:19	<b>immediately</b> 4:9 15:8
<b>differ</b> 7:4	<b>entire</b> 21:13	<b>fairly</b> 8:3	<b>importance</b> 12:15 13:13
<b>directions</b> 16:12		<b>fall</b> 9:4,15	<b>important</b> 27:14
<b>directly</b> 13:12		<b>feared</b> 19:17	<b>impressing</b> 11:23,24
		<b>file</b> 23:11 25:2,3	<b>include</b> 19:3
		<b>files</b> 23:14 25:7	<b>included</b> 9:14 10:10
		<b>final</b> 6:2	

<b>includes</b> 21:11	<b>kind</b> 9:25	22:8,10,12 25:16 27:17, 25	<b>other's</b> 6:8
<b>including</b> 11:5	<b>knew</b> 15:17	<b>Mm-hmm</b> 21:3,7 27:2 28:15	<b>owed</b> 12:5
<b>independently</b> 17:16	<b>knowledge</b> 19:16	<b>Mobile</b> 28:5,13	<hr/> <b>P</b> <hr/>
<b>industry</b> 11:5 29:4	<hr/> <b>L</b> <hr/>	<b>motion</b> 4:25 11:7,10 14:21 15:4,5,7,14	<b>p.m.</b> 29:18
<b>information</b> 9:22 12:25 13:2 14:25 15:9 17:12,13,24 18:16,22 19:18 24:23	<b>language</b> 9:18	<b>Moyse</b> 6:16 7:10,23 8:15 9:2 10:17 11:14,17 12:9,24 13:6,13,25 14:24 17:10 19:16 21:6 22:1 25:19	<b>pages</b> 5:2
<b>informed</b> 18:15	<b>law</b> 26:17	<b>Moyse's</b> 10:12	<b>paragraph</b> 5:11 6:13 11:11 12:3 15:5
<b>injunction</b> 11:8	<b>Lax</b> 16:13 17:4	<hr/> <b>N</b> <hr/>	<b>part</b> 9:20 18:23 20:11 23:3,4,17
<b>inputted</b> 8:15	<b>leave</b> 11:8	<b>Nester</b> 26:21	<b>parties</b> 19:8
<b>inquiries</b> 17:10 22:6	<b>led</b> 11:16 13:12	<b>network</b> 23:11	<b>partners</b> 25:25 26:2
<b>instruct</b> 20:7	<b>letters</b> 16:17,21	<b>non-competition</b> 9:12 10:4,9,10,22,25 11:5	<b>people</b> 26:8,10 27:14
<b>integral</b> 23:17	<b>life</b> 7:7	<b>non-investment</b> 24:2	<b>perfect</b> 25:10
<b>interest</b> 11:4	<b>list</b> 26:13,15	<b>non-solicitation</b> 9:13	<b>person</b> 21:19 23:13 27:1
<b>internal</b> 13:5,8 19:9 26:24	<b>Lisus</b> 16:14 17:5	<b>Nora</b> 26:20	<b>personal</b> 9:22
<b>investment</b> 6:19 8:18,20 13:9 20:24 21:9,12,13,22 22:2,4 23:22 24:15,24 26:5	<b>litigation</b> 14:3 16:15 25:20	<b>Notice</b> 15:4	<b>persons</b> 23:13
<b>investments</b> 12:21, 22 13:4	<b>locked</b> 24:7,8	<hr/> <b>O</b> <hr/>	<b>phone</b> 7:14
<b>investor</b> 24:11,13 25:12 27:11,22	<hr/> <b>M</b> <hr/>	<b>O'sullivan</b> 16:13 17:5	<b>play</b> 20:3
<b>involve</b> 23:10	<b>made</b> 19:22 22:15	<b>obligations</b> 12:5 13:14 19:4,11	<b>pleadings</b> 10:23
<b>involved</b> 16:11 18:24 20:3	<b>make</b> 6:11 7:7 8:22 16:24 17:9 22:6	<b>obtain</b> 23:21,25	<b>point</b> 19:21
<b>issue</b> 10:3,4	<b>making</b> 5:12	<b>office</b> 27:4,22	<b>points</b> 11:25
<hr/> <b>J</b> <hr/>	<b>marked</b> 15:16,18 16:2, 7	<b>officer</b> 20:8,18 21:5 26:9	<b>position</b> 10:12,13,20 17:3
<b>judge's</b> 11:7	<b>matter</b> 4:7 10:3 11:6 14:2 24:14	<b>open</b> 4:25	<b>positive</b> 26:19
<b>July</b> 5:1,18 14:8	<b>matters</b> 6:20 11:8,14 24:22	<b>opinion</b> 17:15,20,23	<b>possession</b> 15:10,15
<b>June</b> 4:14,22 5:14 19:13	<b>member</b> 25:1	<b>opportunities</b> 19:17	<b>preparation</b> 14:14 17:8
<b>junior</b> 11:21,24	<b>members</b> 21:12 26:5	<b>opportunity</b> 5:23 10:16 19:23,25	<b>prepare</b> 6:15 17:8
<hr/> <b>K</b> <hr/>	<b>memo</b> 20:19,22 22:25 23:5,6 25:23 27:3,15 28:3,12,19,25	<b>order</b> 15:7	<b>preparing</b> 14:12,15, 20 15:13
<b>Kapoor</b> 4:13,21	<b>memory</b> 7:8		<b>previous</b> 12:2 18:6
	<b>memos</b> 19:9		<b>prior</b> 4:9,14 5:5,11 9:1 14:6 15:20 16:14,20
	<b>minutes</b> 29:9		<b>privileged</b> 14:14
	<b>MITCHELL</b> 4:18 8:19 9:23 10:16,20 18:1,4		<b>problem</b> 7:17
			<b>process</b> 20:11
			<b>produce</b> 22:7 27:23

<b>produced</b> 9:21 13:10	<b>relations</b> 24:11,13 25:12 27:11,22	<b>shown</b> 16:20	<b>tax</b> 26:22
<b>professional</b> 26:22	<b>relevance</b> 11:2	<b>signed</b> 10:13,14	<b>team</b> 6:19 8:18,20 20:24 21:9,12,13,22 22:2,4 23:22 25:2 26:5
<b>professionals</b> 24:25	<b>relevant</b> 9:24 11:7 25:17,19	<b>Singh</b> 4:2,4,24 18:10 26:1 28:6 29:14	<b>team's</b> 24:15
<b>prompting</b> 12:1	<b>remind</b> 12:4	<b>soaking</b> 5:2	<b>telecommunication</b> <b>s</b> 29:4
<b>proposition</b> 18:5	<b>request</b> 10:5 12:12 13:19	<b>sort</b> 27:20	<b>telling</b> 18:11
<b>proprietary</b> 11:4	<b>requiring</b> 15:7	<b>speak</b> 12:4 13:12	<b>ten</b> 8:21
<b>provided</b> 4:11	<b>respect</b> 16:12 17:3 19:23 28:5,21	<b>speaking</b> 16:19	<b>term</b> 9:13 11:18 28:14, 21
<b>putting</b> 18:5	<b>response</b> 14:21 15:13	<b>specific</b> 9:11 19:17	<b>terms</b> 7:3 8:6
<hr/>	<b>rest</b> 25:18	<b>specifically</b> 8:15	<b>things</b> 15:6
<b>Q</b>	<b>restricted</b> 24:8,23 25:4	<b>spoke</b> 12:4	<b>thinking</b> 21:22 24:21
<hr/>	<b>restricting</b> 23:11	<b>standard</b> 6:18 8:3,4	<b>Thomas</b> 5:18
<b>question</b> 8:23 13:21, 24 16:10	<b>return</b> 15:8	<b>started</b> 4:7,14	<b>thought</b> 12:14
<b>questions</b> 11:23	<b>review</b> 5:23 15:22 16:23 17:16	<b>state</b> 17:20	<b>time</b> 6:8 12:19 13:20 18:10,12
<hr/>	<b>reviewed</b> 5:5,14,17 6:2,7 15:19,25	<b>states</b> 5:11,22 28:19	<b>today</b> 18:9
<b>R</b>	<b>reviewing</b> 17:8	<b>step</b> 23:7,10	<b>told</b> 18:9
<hr/>	<b>R/f</b> 9:23 25:16	<b>steps</b> 23:21,25 24:5	<b>Tom</b> 12:1 13:8
<b>reason</b> 12:7	<b>Riley</b> 5:23	<b>stopping</b> 25:25	<b>treat</b> 9:23
<b>reasoning</b> 13:15	<b>Riley's</b> 5:14	<b>Subject</b> 28:8,12,24	<b>true</b> 5:9
<b>recall</b> 14:9 15:24 18:11,20 22:4,5 25:14	<b>role</b> 18:23 20:4,6,7	<b>suggest</b> 12:23 22:24 26:8	<b>turn</b> 4:24 5:21 7:8,14 15:3 21:1
<b>receipt</b> 13:11	<b>room</b> 6:6	<b>suggestion</b> 10:7,24	<b>turning</b> 6:13 8:9 11:11
<b>receive</b> 27:15	<hr/>	<b>summaries</b> 12:21 13:9	<b>turns</b> 9:20
<b>received</b> 12:14,20 13:9 17:4,14 18:15	<b>S</b>	<b>support</b> 27:4	<b>type</b> 22:7
<b>recent</b> 9:2	<hr/>	<b>suppose</b> 20:11 24:22	<b>typical</b> 11:20
<b>recognize</b> 7:20,24	<b>salient</b> 11:25	<b>Supriya</b> 4:13,21	<hr/>
<b>recollection</b> 9:6 18:14 21:25 25:11	<b>samples</b> 13:9,12	<b>swearing</b> 5:5,8,12 14:7 15:20	<b>U</b>
<b>record</b> 4:15,25 15:4,5 29:10	<b>Scott</b> 16:14 17:5	<b>swore</b> 6:6	<hr/>
<b>redacted</b> 9:22	<b>seeking</b> 15:7	<b>sworn</b> 5:1,13,14,18,24 6:1,3,8	<b>U/a</b> 27:17,25
<b>referred</b> 4:10	<b>senior</b> 25:1 26:18	<hr/>	<b>U/t</b> 22:8
<b>refers</b> 28:4	<b>sense</b> 24:16	<b>T</b>	<hr/>
<b>reflection</b> 17:2	<b>sensitive</b> 9:22 25:4	<hr/>	<b>underlying</b> 13:19
<b>refusal</b> 9:24 11:9	<b>sentence</b> 28:18	<b>tab</b> 4:10,24 5:21 7:9,18 15:4 23:7 28:3	<b>undermine</b> 10:11,12
<b>refuse</b> 10:5	<b>separate</b> 22:3	<b>takes</b> 23:8	<b>understand</b> 5:10, 6:25 8:23 11:1 16:9 26:1
<b>reinforce</b> 13:13	<b>set</b> 21:23 22:24	<b>taking</b> 19:16	<b>understanding</b> 13:17
<b>relating</b> 25:19	<b>shared</b> 19:18		

<b>understood</b> 5:7 13:8 19:13	<b>work</b> 24:10,12,15 26:8 27:7
<b>undertaking</b> 10:6	<b>workers</b> 27:4,7
<b>unenforceable</b> 10:9, 14,23,24 11:1	<b>working</b> 25:2 26:23
<b>unique</b> 8:7	<b>wrap</b> 29:12
<hr/> <b>V</b> <hr/>	<hr/> <b>Y</b> <hr/>
<b>versus</b> 18:22	<b>years</b> 8:22 10:1
<b>view</b> 18:17	
<b>volume</b> 7:14	
<hr/> <b>W</b> <hr/>	
<b>wall</b> 19:22 20:1,4,8,12, 15 21:23 22:17,23 23:2, 4,8,18,21,23 24:3 25:24 27:21,24 28:4,20,23 29:3,5	
<b>walled</b> 23:12 24:14 25:12,17 27:15	
<b>walled-off</b> 23:13	
<b>walls</b> 27:21	
<b>wanted</b> 12:9	
<b>warranted</b> 12:15	
<b>week</b> 4:12	
<b>West</b> 4:11 6:19 7:21 9:3,25 10:2,8,11,20 15:13,15 16:7 17:3,11 18:24 19:8,9,11,19,22 21:4,19 23:21 25:24 26:2,4,7,23 27:8 28:21	
<b>wet</b> 5:2	
<b>wider</b> 26:13	
<b>WIND</b> 19:25 25:7,13,17 27:16,21 28:5,12,14,21	
<b>WINTON</b> 4:3,19,23 8:24 10:7,19 18:3,7 22:9,11,13 25:21 27:19 28:2 29:11	
<b>witness's</b> 18:6	
<b>wondering</b> 22:3	

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

THE CATALYST CAPITAL GROUP INC.

Plaintiff

- and -

BRANDON MOYSE and WEST FACE CAPITAL INC.

Defendants

**UNDERTAKINGS**

Undertakings given on the cross-examination of Alexander Singh on July 31, 2014 respecting his Affidavit sworn July 7, 2014

	Question No.	Undertaking	Answer
1.	86	To making inquiries as to whether an email was sent to the Investment Team respecting the Confidentiality Wall, other than the email attached to Mr. Dea's Affidavit at Tab J.	There was no other email sent to the Investment Team in this regard. The email at Tab J dated June 19, 2014 provided notification.
	<b>Question No.</b>	<b>Under Advisement</b>	<b>Answer/Statement of Refusal</b>
2.	116	To advise whether staff who did not receive the Confidentiality Wall memo were walled off from VMIND or not.	Staff who did not receive the Confidentiality Wall memo were not walled off from VMIND. Non-Investment Team members were not involved with

			WIND. Non-investment Team members generally do not access investment files.
3.	117	If the answer to Question 116 is "yes", to provide documents evidencing the creation of that Confidentiality Wall.	N/A – see above.

9923839\_1|NATDOCS