

COURT FILE No.: CV-20-00653410-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

**ANSON ADVISORS INC., ANSON FUNDS MANAGEMENT LP, ANSON
INVESTMENTS MASTER FUND LP AND MOEZ KASSAM**

Plaintiffs

- and -

**ROBERT LEE DOXTATOR, JACOB DOXTATOR AND JOHN DOE 1, JOHN
DOE 2, JOHN DOE 3, JOHN DOE 4 AND OTHER PERSONS UNKNOWN**

Defendants

-and-

B E T W E E N:

**ANSON ADVISORS INC., ANSON FUNDS MANAGEMENT LP, ANSON
INVESTMENTS MASTER FUND LP, MOEZ KASSAM AND
ALLEN SPEKTOR**

Defendants by Counterclaim

- and -

ROBERT LEE DOXTATOR

Plaintiff by Counterclaim

**STATEMENT OF DEFENCE and COUNTERCLAIM OF ROBERT LEE
DOXTATOR**

~

1. The Defendant, Robert Lee Doxtator (“Robert”), resides in the Province of Ontario. He is a stock trader who is an active member of the capital markets and a frequent commenter on important public issues that he and other investors care about. Robert formerly worked as a cannabis analyst and consultant.
2. Except as expressly admitted herein, Robert either denies or has no knowledge of the allegations in the Statement of Claim. The Plaintiffs are put to the strict proof of the allegations in their pleading. The Plaintiffs knew or were reckless in not investigating and knowing of the matters pleaded herein.
3. Robert pleads and relies on s.137.1 of the *Courts of Justice Act*. He reserves his right to bring a motion under s.137.1(3) at any time in this proceeding. This claim is frivolous, vexatious and an abuse of the process of this Honourable Court. The Plaintiffs knew or ought to have known that when they issued their claim. This proceeding is intended to discourage individuals from expressing themselves on matters of public interest related to the Plaintiffs, their business and their market activities. It will prevent participation in debates on matters of public interest and it is a clear and dangerous misuse of litigation process in Ontario, contrary to the public interest. The Plaintiffs are attempting to stifle Robert’s free expression of issues relevant to the integrity of the capital markets in Ontario.
4. Robert is not unique in his claims about Anson Funds. Anson and Kassam have developed for themselves a public reputation and Robert was simply providing his commentary on that. For example, Anson was sued by Catalyst Capital Group in 2017, which accused them of a short selling conspiracy.
5. There was and is no agreement, scheme or conspiracy between Robert and anyone else as described throughout the Statement of Claim related to the matters pleaded.

Robert has not engaged in any of the unlawful, tortious or inappropriate behaviour alleged against him.

6. Robert admits that the @BettingBruiser Twitter account belongs to him and admits that the tweets cited in the Statement of Claim were posted on the @BettingBruiser account. Robert regularly engages in jestful, satirical, passionate and colourful tweeting, as thousands of other Canadians do every day.
7. Robert did not publish or assist in the preparation of the so-called “Defamatory Manifesto” and puts the plaintiffs to the strict proof thereof. In fact, in one tweet, referenced in Appendix A of the Statement of Claim, Robert corrected a statement in the report, suggesting that he clearly did not write it. Robert discovered this report online and re-posted it on his twitter account, as he was free to do with a document in the public domain.
8. Robert did not publish any of the alleged defamatory emails or chatroom posts and puts the plaintiffs to the strict proof that these posts and emails are in fact defamatory.
9. Robert does not know who the unnamed defendants are. He knows Jacob Doxtator (“Jacob”), his young cousin who has filed his own defence in this matter. To Robert’s knowledge, information and belief, Jacob had no involvement with any of the matters in the Statement of Claim.
10. Robert pleads that the statement of claim is an abuse of process and contains a large number of improper allegations. Robert pleads that the plaintiffs have suffered no further damage to their reputations by the facts they plead and no damage generally.
11. Robert asks that the action be dismissed with substantial indemnity costs and costs as provided for in s.137.1 of the *Courts of Justice Act*.

COUNTERCLAIM

12. Robert (the Plaintiff by Counterclaim) claims against the Defendants by Counterclaim, for:
- a. An accounting of trading profits;
 - b. Damages for breach of contract in the amount of \$2,000,000;
 - c. Aggravated damages in the amount of \$1,000,000 or such other amount as this Honourable Court deems just;
 - d. Punitive damages in the amount of \$1,000,000 or such other amount as this Honourable Court deems just;
 - e. Other damages as may be proven at trial;
 - f. Pre and post judgment interest pursuant to the *Courts of Justice Act*;
 - g. Costs on a substantial indemnity basis, including applicable taxes; and,
 - h. Such further and other relief as this Honourable Court may deem just.
13. Robert repeats and relies upon the facts pleaded in his Statement of Defence herein.

The Plaintiff's Anson and Moez Kassam breached an agreement with Robert

14. Robert was introduced to Moez Kassam ("Kassam") in October 2018 by Allen Spektor ("Spektor"), a mutual acquaintance who used to work at Anson Funds Management LP. Spektor told Robert he should work with Kassam because Robert had made a reputation for exposing fraud, insider trading, and accounting issues in cannabis companies. Ultimately, Spektor was involved in the conspiracy to refuse payment to Robert, described below.
15. Robert met with Sunny Puri and Kassam. Robert indicated he was a law graduate, but did not hold himself out to be a lawyer. After some negotiation, Robert and Kassam came to an oral agreement that Robert would provide Kassam with due

~

- diligence services and Kassam would in turn pay Robert 15% of the profits he made on trades using Robert's due diligence. Kassam also represented that all of his trades and Anson's trades were lawful and in full compliance with all securities laws and regulations.
16. During the business relationship, Robert became dismayed with the behaviour of Kassam and became convinced that Anson was engaging in improper trading, including: short and distort campaigns in an effort to shake investor confidence in specific companies, lower its stock price and increase the value of his short position; insider trading schemes in which select executives and board members supplied Kassam and Sunny Puri with material information from which Anson was able to profit; front running and shorting private placements on insider knowledge from select brokers and executives; stock manipulation using many tactics including bid layering & bid spoofing; providing news media insider information to report on in a negative light under the guise of an anonymous source; involvement in charities in the hope of gathering insider information from others involved in the charity; and more.
17. Kassam refused to pay Robert for his services and Anson and Kassam did not provide relevant information, such as profit & loss statements. Kassam consistently delayed providing this information, telling Robert a series of mistruths, from "the trade didn't work out" and "it wasn't profitable" to "it hasn't closed yet." Each time Kassam refused to provide payment to Robert, he breached their agreement.
18. On August 17, 2019, frustrated by Kassam's multiple breaches of their agreement, Robert ended the business relationship. His demands for an accounting and

- payment have been ignored. The total amount of the damages from Anson and Kassam's breaches of the agreement are as of yet unknown.
19. After the relationship broke down due to Anson and Kassam's breaches, Nate Anderson from Hindenburg Research reached out to Robert, saying that Kassam wanted to continue working with him. Robert refused, as Kassam had refused to pay him in the past, and told Nate Anderson that Kassam owed him at least \$100,000 from a specific short on which Robert had provided due diligence (the "GE due diligence"). Nate Anderson came back to Robert and said that Kassam would pay him for the GE due diligence as a condition of taking the call. Nate Anderson assured Robert that he would be paid. Kassam called Robert on September 20, 2020 and the two men agreed to a payment of \$75,000 for that one trade after some negotiation.
20. Kassam and Robert discussed the so-called Defamatory Manifesto on September 20, 2020. Robert told Kassam he did not write it and Kassam indicated that Robert should "take the fall" for the report and Kassam would pay him the money he owed. In this call, Kassam admitted he knew Robert did not write the report. He wanted to know who did. He proposed that Robert "taking the fall" would provide comfort to Anson investors that Kassam was taking action on the reports. In exchange, Kassam told Robert he could "name his price".
21. On October 1, 2020, Kassam and Robert had another phone call in which Kassam said he would indemnify Robert if he would take the fall for the report and asked for an invoice for the GE due diligence. Robert said he would not be Kassam's "fall guy".

22. Robert submitted his invoice and did not hear from Kassam until October 9, 2020, when Kassam called Robert and threatened his family. No invoices have been paid.
23. Kassam knew that Robert did not write or publish the defamatory material, and yet Kassam and Anson brought this proceeding alleging that he did. Kassam and Anson also leaked Robert's phone number in the public domain, which led to threatening messages being sent to Robert. This was intended to discourage Robert from expressing himself on matters of public interest related to the Plaintiffs, their business and their market activities. These instances and other bad faith actions by the Plaintiffs entitle Robert to punitive and aggravated damages.

March 25, 2021

GROIA & COMPANY

Professional Corporation ■ Lawyers

Wildeboer Dellelce Place

365 Bay St, 11th Floor

Toronto Ontario M5H 2V1

Tel: (416) 203-4472

Fax: (416) 203-9231

Joseph Groia LSO No. 20612J

*Lawyer for the Defendant/Plaintiff by
Counterclaim, Robert Lee Doxtator*

TO: BLAKE , CASSELS & GRAYDON LLP

Barristers & Solicitors

199 Bay Street, Suite 4000

Commerce Court West

Toronto, ON

M5L 1A9

Tel: (416) 863-2400

Fax: (416) 863-2653

Iris Fischer LSO No. 52762M

Lawyers for the Plaintiffs/Defendants

~

*by Counterclaim, Anson Advisors Inc.,
Anson Funds Management LP, Anson Investments
Master Fund LP and Moez Kassam*

COURT FILE No.: CV-20-00653410-00CL

**ANSON ADVISORS INC., ANSON FUNDS MANAGEMENT LP,
ANSONINVESTMENTS MASTER FUND LP, MOEZ KASSAM and
ALLEN SPEKTOR**

**ROBERT LEE DOXTATOR, JACOB DOXTATOR AND
JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE
4 AND OTHER PERSONS UNKNOWN**
Defendants/Plaintiff by Counterclaim

Plaintiffs/Defendants by Counterclaim

and

**ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding started in Toronto**

STATEMENT OF DEFENCE and COUNTERCLAIM

GROIA & COMPANY
Professional Corporation ■ Lawyers
Wildeboer Dellelce Place
365 Bay Street, 11th Floor
Toronto, Ontario M5H 2V1
Tel: (416) 203-4472
Fax: (416) 203-9231

Joseph Groia, LSO No. 20612J

Lawyer for the Defendant, Robert Lee Doxtator