

Court File No. CV-20-00653410-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

Plaintiffs/Responding Parties

- and -

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Moving Party

RESPONDING MOTION RECORD OF THE PLAINTIFFS
(Motion to Set Aside Default Judgment, Returnable January 15, 2024)

VOLUME 4 OF 4

December 4, 2023

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- 2 -

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Anson Investments Master Fund LP and Moez
Kassam

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Lawyers for the Defendant,
Andrew Rudensky

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DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Moving Party

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This is Exhibit “P” referred to in the Affidavit of Moez Kassam sworn November 17, 2022.

Douglas Fenton

Commissioner for Taking Affidavits (or as may be)

DOUGLAS A. FENTON

O'Sullivan, Maura

From: Conway, Madam Justice Barbara (SCJ) <Barbara.Conway@scj-csj.ca>
Sent: January 19, 2022 9:48 AM
To: O'Sullivan, Maura; JUS-G-MAG-CSD-Toronto-SCJ Commercial List; Milne-Smith, Matthew; Won J. Kim; Joe Groia; andrew.rudensky@gmail.com; ar@delavaco.com; allenspektor@gmail.com; Megan B. McPhee; Aris Gyamfi; krichard@groiac.com; Carlson, Andrew; bpascutto@groiac.com
Subject: RE: Scheduling Case Conference - CV-20-00653410-00CL (Anson Advisors Inc. et al. v. Robert Lee Duxtator et al.)
Importance: High

External Email / Courriel externe

This CC proceeded before me today by Zoom.

Ms. McPhee's firm has now been retained by Mr. Stafford.
Mr. Richard anticipates being retained by Mr. Rudensky shortly.

Ms. McPhee's instructions are to oppose the plaintiffs' motion for leave to amend to add Mr. Stafford as a defendant.
Mr. Richard does not have firm instructions on whether Mr. Rudensky will or will not be opposing the motion to add him as a defendant.

I have set **May 3, 2022 before me at 10 a.m. for 2 hours (confirmed with the CL office)** for the plaintiffs' motion for leave to amend to add Messrs. Stafford and Rudensky as defendants. Counsel say they can work out a timetable amongst themselves.

If the motion resolves with respect to either or both of Messrs. Stafford or Rudensky, the date can be vacated or the time reduced accordingly. Counsel may email me directly if there are updates on this motion. If further directions are required, they may arrange another CC before me through the CL office.



Superior Court of Justice (Toronto)

-----Original Appointment-----

From: O'Sullivan, Maura <mosullivan@dwpv.com>
Sent: January 7, 2022 10:27 AM
To: O'Sullivan, Maura; Conway, Madam Justice Barbara (SCJ); JUS-G-MAG-CSD-Toronto-SCJ Commercial List; Milne-

Subject: Scheduling Case Conference - CV-20-00653410-00CL (Anson Advisors Inc. et al. v. Robert Lee Doxtator et al.)**When:** January 19, 2022 9:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).**Where:** <https://us02web.zoom.us/j/84910379138?pwd=QWNnYXJSR3NWSTRvSGpxb1lzU2tDdz09>

Justice Conway, Counsel and Self-Represented Parties,

I understand that there has been a scheduling conflict at the Court which requires the Case Conference to be moved to 9:30AM tomorrow. Please find below an updated invitation. Below is a proposed list of issues to be addressed at the Case Conference. For your convenience, I have also attached a copy of the Plaintiffs' Aide Memoire, which was uploaded to CaseLines earlier today.

1. Confirmation of need for Motion to be scheduled;
2. Scheduling of Motion (as necessary); and
3. Status of retainer for counsel to Mr. Stafford

Yours truly,
Maura O'Sullivan

Maura O'Sullivan is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/84910379138?pwd=QWNnYXJSR3NWSTRvSGpxb1lzU2tDdz09>

Meeting ID: 849 1037 9138

Passcode: 575643

One tap mobile

+16699006833,,84910379138#,,,,*575643# US (San Jose)

+19294362866,,84910379138#,,,,*575643# US (New York)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

Meeting ID: 849 1037 9138

Passcode: 575643

Find your local number: <https://us02web.zoom.us/u/kclJnVfy7I>

This is Exhibit “Q” referred to in the Affidavit of Moez Kassam sworn
November 17, 2022.

Douglas Fenton

Commissioner for Taking Affidavits (or as may be)

DOUGLAS A. FENTON



investigation
services ltd.

Thursday, July 21, 2022

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Attention: Maura O'Sullivan

RE: ANDREW RUDENSKY
Our File No.: 20481dc

Dear Ms. O'Sullivan:

As requested, an investigation was conducted to locate Andrew Rudensky.

Andrew Rudensky, date of birth, December 18, 1982, uses 4328 Clubview Drive, Burlington, Ontario, L7M 4R3 as his registered address in Canada. This address is associated with Andrew Rudensky's vehicle insurance information.

On May 11, 1999, 4328 Clubview Drive, Burlington, Ontario, L7M 4R3 was purchased by Karen Ann Clahane. On December 30, 2004, the property was transferred to Karen Ann Clahane and Bruce Chapman for \$0. Andrew Rudensky and his spouse, Caitlin Plunkett are believed to be renting at this location.

Andrew Rudensky previously resided at 1107 Melvin Avenue, Oakville, Ontario, L6J 2V8.

On September 8, 2017, 1107 Melvin Avenue, Oakville, Ontario, L6J 2V8 was purchased by Caitlin Plunkett and Andrew Rudensky for \$1,412,000.00. On March 16, 2022, the property was sold to Tara Anne Kehoe and Harrison Chan for \$4,290,000.00. Upon the sale of the property, Andrew Rudensky's address for service was 4328 Clubview Drive, Burlington, Ontario, L7M 4R3. Supporting documentation is attached.

Andrew Rudensky and Caitlin Plunkett own the property located at 4445 Silver Fox Drive, Naples, Florida, 34119. On March 8, 2022, Andrew Rudensky and Caitlin Plunkett purchased the above-noted property for \$5,620,000.00. On the same date, they obtained a mortgage for \$2,500,000.00. Supporting documentation is attached.

Cont/...

integrity

confidentiality

professionalism

experience

Andrew Rudensky is listed as a director for the following companies in Florida: FTB Capital Inc., Sea Wolf Advisors Inc., Calhoun First Financial Inc., and Koral Financial Inc. Supporting documentation is attached.

The mailing address for Calhoun First Financial Inc. is 4 Edenvale Crescent, Suite 900, Toronto, Ontario, M9A 4A4. This property is owned by Andrew Rudensky's mother, Jean Rudensky. Supporting documentation is attached.

An extensive internet search was conducted for all social media profiles for Andrew Rudensky. A LinkedIn profile was located that lists his current employment as Associate at GMP Private Client in Toronto, Ontario. No additional social media profiles were located for Andrew Rudensky. Supporting documentation is attached.

I trust the enclosed information meets with your approval. Our invoice for services rendered is attached. Should you have any questions or require additional information with regards to this matter, please do not hesitate to contact me personally.

Yours truly,
INTEGRA INVESTIGATION SERVICES LTD.

Per: Don Colbourn

Don Colbourn, President
dcolbourn@integrapi.com

DC/st
Encl.



4445 Silver Fox Drive, Naples, Florida, 34119

SUPPORTING DOCUMENTATION

Prepared For

DAVIES WARD PHILLIPS & VINEBERG LLP
Maura O’Sullivan

On

ANDREW RUDENSKY
Our File No.: 20481dc


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4. Florida Corporation Profile Report on Sea Wolf Advisors Inc.
5. Florida Corporation Profile Report on Calhoun First Financial Inc.
6. Florida Corporation Profile Report on Koral Financial Inc.
7. 4 Edenvale Crescent, Toronto
8. LinkedIn Profile for Andrew Rudensky


1107 Melvin Ave, Oakville, L6J2V8 [Suggest an address correction](#)



Owner Name
KEHOE, TARA ANNE; CHAN, HARRISON



Last Sale
\$4,290,000
Mar 16, 2022



Lot Size
10,872 ft²
Area

492 ft
Perimeter

Measurements Available
(See Site & Structure)

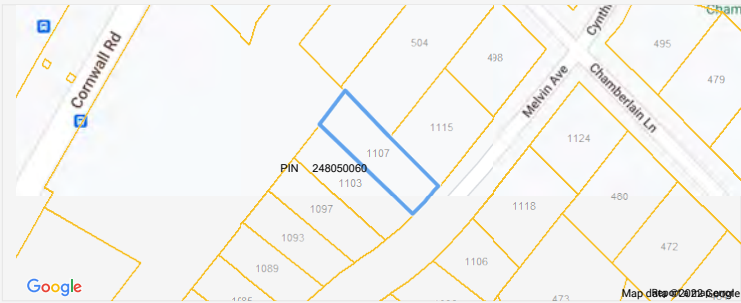

Legal Description
LT 16, PL 475 TOWN OF OAKVILLE

Property Details



GeoWarehouse Address 1107 MELVIN AVE, OAKVILLE, L6J2V8	Ownership Type Freehold	Registration Type Certified (Land Titles)
Land Registry Office Halton (20)	Land Registry Status Active	PIN 248050060
Owner Names KEHOE, TARA ANNE; CHAN, HARRISON	Property Type SINGLE_FAMILY	

Site & Structure



Lot Size

Area: 10,871.54 ft² (0.250 ac)
Measurements: 90.51 ft x 60.10 ft x 187.16 ft x 55.18 ft x 100.16 ft
Lot Measurement Accuracy: LOW

Perimeter: 492.13 ft

Valuation & Sales

Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Mar 16, 2022	\$4,290,000	Transfer	KEHOE, TARA ANNE; CHAN, HARRISON;	

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Mar 10, 2017	\$2	Transfer	BOMBARDIERI, LISA IRENE;
Aug 27, 2015	\$1,120,000	Transfer	BOMBARDIERI, LISA IRENE; MARSHE, JOHN RICHARD;
Nov 22, 2013	\$800,000	Transfer	SCHEIDLER, ROBERT KARL; SCHEIDLER, PHILLIPA DIANE;
Aug 09, 1993	\$229,900	Transfer	GRAY, ROBIN BURNETT;

HoodQ™



SCHOOLS

5 public & 6 Catholic schools serve this home. Of these, 9 have catchments.
There are 2 private schools nearby.



PARKS & REC

3 sports fields, 3 playgrounds and 3 other facilities are within a 20 min walk
of this home.



TRANSIT

Street transit stop less than a 2 min walk away. Rail transit stop less than 2 km
away.



PROPERTY DESCRIPTION: LT 16, PL 475; TOWN OF OAKVILLE

PROPERTY REMARKS:
ESTATE/OUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

OWNERS' NAMES
CHAN, HARRISON
KEHOE, TARA ANNE

RECENTLY:
FIRST CONVERSION FROM BOOK

CAPACITY SHARE
JTEN
JTEN

PIN CREATION DATE:
1995/12/20

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT CHKI
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1995/12/20 ON THIS PIN			
WAS REPLACED WITH THE		"PIN CREATION DATE" OF 1995/12/20				
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1995/12/19 **			
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO		LAND TITLES: 1995/12/20 **				
809046	1993/08/09	TRANSFER		*** COMPLETELY DELETED ***	GRAY, ROBIN BURNETT	
809047	1993/08/09	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
809048	1993/08/09	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
H730690	1998/04/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: 809047					
H734687	1998/05/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

24805-0060 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT CHKI
HR1148935	REMARKS: RE: 809048					
	2013/11/22	TRANSFER		*** COMPLETELY DELETED *** GRAY, ROBIN BURNETT	SCHEIDLER, PHILLIPA DIANE SCHEIDLER, ROBERT KARL	
HR1148936	REMARKS: PLANNING ACT STATEMENTS.					
	2013/11/22	CHARGE		*** COMPLETELY DELETED *** SCHEIDLER, PHILLIPA DIANE SCHEIDLER, ROBERT KARL	SCOTIA MORTGAGE CORPORATION	
HR1294298						
	2015/08/27	TRANSFER		*** COMPLETELY DELETED *** SCHEIDLER, PHILLIPA DIANE SCHEIDLER, ROBERT KARL	MARSHE, JOHN RICHARD BOMBARDIERI, LISA IRENE	
HR1294299						
	2015/08/27	CHARGE		*** COMPLETELY DELETED *** MARSHE, JOHN RICHARD BOMBARDIERI, LISA IRENE	THE BANK OF NOVA SCOTIA	
HR1308394						
	2015/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
HR1387078	REMARKS: HR1148936.					
	2016/08/25	NO SEC INTEREST		*** COMPLETELY DELETED *** 2035881 ONTARIO INC.		
HR1438760						
	2017/03/10	TRANSFER		*** COMPLETELY DELETED *** BOMBARDIERI, LISA IRENE	BOMBARDIERI, LISA IRENE	
HR1487740						
	2017/09/08	TRANSFER		*** COMPLETELY DELETED *** BOMBARDIERI, LISA IRENE MARSHE, JOHN RICHARD	RUDENSKY, ANDREW PLUNKETT, CAITLIN	
HR1487741	REMARKS: PLANNING ACT STATEMENTS.					
	2017/09/08	CHARGE		*** COMPLETELY DELETED *** RUDENSKY, ANDREW PLUNKETT, CAITLIN	BANK OF MONTREAL	
HR1495804						
	2017/10/10	CHARGE		*** COMPLETELY DELETED *** RUDENSKY, ANDREW PLUNKETT, CAITLIN	CALHOUN FIRST FINANCIAL	
HR1498434	2017/10/20	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT CHK
<div>REMARKS: HR1294299.</div> <div>HR1676776</div> <div>2020/01/09</div> <div>DISCH OF CHARGE</div> <div>REMARKS: HR1495804.</div> <div>HR1695717</div> <div>2020/04/16</div> <div>CHARGE</div>				THE BANK OF NOVA SCOTIA *** COMPLETELY DELETED *** CALHOUN FIRST FINANCIAL *** COMPLETELY DELETED *** PLUNKETT, CAITLIN RUDENSKY, ANDREW *** COMPLETELY DELETED *** 2035881 ONTARIO INC. *** COMPLETELY DELETED *** DELIRIN INVESTMENTS INC. KESSLER, HARVEY *** COMPLETELY DELETED *** BANK OF MONTREAL *** COMPLETELY DELETED *** RUDENSKY, ANDREW PLUNKETT, CAITLIN RUDENSKY, ANDREW PLUNKETT, CAITLIN		
<div>REMARKS: HR1387078.</div> <div>HR1709427</div> <div>2020/06/26</div> <div>DISCHARGE INTEREST</div> <div>REMARKS: HR1387078.</div> <div>HR1760823</div> <div>2021/01/25</div> <div>DISCH OF CHARGE</div>					DELIRIN INVESTMENTS INC. KESSLER, HARVEY	
<div>REMARKS: HR1695717.</div> <div>HR1764350</div> <div>2021/02/05</div> <div>DISCH OF CHARGE</div> <div>REMARKS: HR1487741.</div> <div>HR1767896</div> <div>2021/02/19</div> <div>CHARGE</div>					ROYAL BANK OF CANADA	
<div>REMARKS: PLANNING ACT STATEMENTS.</div> <div>HR1876018</div> <div>2022/03/16</div> <div>TRANSFER</div> <div>REMARKS: PLANNING ACT STATEMENTS.</div> <div>HR1876025</div> <div>2022/03/16</div> <div>CHARGE</div>	\$4,290,000			CHAN, HARRISON KEHOE, TARA ANNE	C	
<div>REMARKS: HR1767896.</div> <div>HR1882521</div> <div>2022/04/11</div> <div>DISCH OF CHARGE</div> <div>REMARKS: HR1767896.</div> <div>HR1883652</div> <div>2022/04/14</div> <div>DISCH OF CHARGE</div>	\$3,024,000			*** COMPLETELY DELETED *** ROYAL BANK OF CANADA *** COMPLETELY DELETED *** ROYAL BANK OF CANADA	C	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 24805 - 0060 LT Interest/Estate Fee Simple
Description LT 16, PL 475; TOWN OF OAKVILLE
Address 1107 MELVIN AVENUE
OAKVILLE

Consideration

Consideration \$1,412,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name BOMBARDIERI, LISA IRENE
Address for Service 128 GARDEN DRIVE
SUITE #102
OAKVILLE, ONTARIO
L6K 0H7

I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Name MARSHE, JOHN RICHARD
Address for Service

I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Transferee(s) Capacity Share

Name RUDENSKY, ANDREW Joint Tenants
Date of Birth 1982 12 18
Address for Service 1107 Melvin Avenue, Oakville, ON L6J 2V8

Name PLUNKETT, CAITLIN Joint Tenants
Date of Birth 1986 04 28
Address for Service 1107 Melvin Avenue, Oakville, ON L6J 2V8

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.
STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.
STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Owen James Duguid 700 Kerr St. acting for Signed 2017 09 08
Oakville Transferor(s)
L6K 3W5

Tel 905-842-8030
Fax 905-842-2460

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Signed By

I have the authority to sign and register the document on behalf of the Transferor(s).

Evonne Emma Finnegan	1984 Yonge St. Toronto M4S 1Z7	acting for Transferee(s)	Signed	2017 09 08
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Tel 416-486-2040

Fax 416-486-3325

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

JAYSON B. SCHWARZ LAW OFFICE	1984 Yonge St. Toronto M4S 1Z7		2017 09 08
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Tel 416-486-2040

Fax 416-486-3325

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Provincial Land Transfer Tax	\$24,715.00
Total Paid	\$24,778.35

File Number

Transferor Client File Number :	108146
Transferee Client File Number :	74946

In the matter of the conveyance of: 24805 - 0060 LT 16, PL 475; TOWN OF OAKVILLE

BY: BOMBARDIERI, LISA IRENE
MARSHE, JOHN RICHARD

TO: RUDENSKY, ANDREW
PLUNKETT, CAITLIN

Joint Tenants
Joint Tenants

1. RUDENSKY, ANDREW AND PLUNKETT, CAITLIN

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1,412,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$1,412,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1,412,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A180269.

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 20 Registration No. HR1487740 Date: 2017/09/08

B. Property(s): PIN 24805 - 0060 Address 1107 MELVIN AVENUE OAKVILLE Assessment 2401040 - 10109600 Roll No

C. Address for Service: 1107 Melvin Avenue, Oakville, ON L6J 2V8
1107 Melvin Avenue, Oakville, ON L6J 2V8

D. (i) Last Conveyance(s): PIN 24805 - 0060 Registration No. HR1438760

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By: Evonne Emma Finnegan
1984 Yonge St.
Toronto M4S 1Z7

<i>PIN</i>	24805 - 0060	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 16, PL 475; TOWN OF OAKVILLE			
<i>Address</i>	1107 MELVIN AVENUE OAKVILLE			

Consideration	\$4,290,000.00
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The transferor(s) hereby transfers the land to the transferee(s).

Name PLUNKETT, CAITLIN
Address for Service 4328 Clubview Drive, Burlington, Ontario
L7M 4R3
I am at least 18 years of age.
My spouse is a party to this document.
This document is not authorized under Power of Attorney by this party.

Share

Name	KEHOE, TARA ANNE	Joint Tenants
Date of Birth	1980 12 30	
Address for Service	1107 Melvin Ave Oakville, ON L6J 2V8	

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Tel 905-847-8700

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Signed By

Fax 905-847-8900

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

CRANIOTIS LAW OFFICE	483 Dundas Street West, Suite 217 Oakville L6M 1L9	2022 03 16
Tel 905-847-8700		
Fax 905-847-8900		

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Provincial Land Transfer Tax	\$93,725.00
Total Paid	\$93,791.30

File Number

Transferor Client File Number :	RUDENSKY-15529
Transferee Client File Number :	261-007

In the matter of the conveyance of: 24805 - 0060 LT 16, PL 475; TOWN OF OAKVILLE

BY: RUDENSKY, ANDREW
PLUNKETT, CAITLIN

TO: CHAN, HARRISON Joint Tenants
KEHOE, TARA ANNE Joint Tenants

1. CHAN, HARRISON AND KEHOE, TARA ANNE

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:
contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$4,290,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$4,290,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$4,290,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A1889888.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 20 Registration No. HR1876018 Date: 2022/03/16

B. Property(s): PIN 24805 - 0060 Address 1107 MELVIN AVENUE OAKVILLE Assessment 2401040 - 10109600 Roll No

C. Address for Service: 1107 Melvin Ave Oakville, ON L6J 2V8

D. (i) Last Conveyance(s): PIN 24805 - 0060 Registration No. HR1487740

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By: Peter John Craniotis
483 Dundas Street West, Suite 217
Oakville L6M 1L9

This instrument prepared without
benefit of title examination by:

Law Office of Jamie B. Greusel
1104 North Collier Blvd
Marco Island, FL 34145
239-394-8111
File Number: 21-381

Consideration: \$5,620,000.00

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Warranty Deed

This Warranty Deed made this 10 day of March, 2022 between Marco Life, LLC, a Florida Limited Liability Company, a Florida Limited Liability Company whose post office address is 722 Hideaway Circle West, Marco Island, FL 34145, grantor, and Andrew Rudensky and Caitlin Plunkett as Trustees of the Andrew Rudensky Living Trust under agreement dated January 25, 2022, as to a fifty percent (50%) right, title, and interest in and to that hereafter described property, and Caitlin Plunkett and Andrew Rudensky as Trustees of the Caitlin Plunkett Living Trust under agreement dated January 25, 2022 as to a fifty percent (50%) right, title, and interest in and to that hereafter described property, whose post office address is 4445 Silver Fox Drive, Naples, FL 34119, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Collier County, Florida to-wit:

**Lot 3, Block L, QUAIL CREEK UNIT THREE, according to the map or plat thereof as recorded in
Plat Book 13, Page 124, Public Records of Collier County, Florida.**

Parcel Identification Number: 68691640002

SUBJECT TO ad valorem real property taxes for the year of closing and subsequent years; zoning, building code and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interest of record, if any, and restrictions, reservations and easements common to the property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Laura A. McLaughlin
Witness Name: Laura A. McLaughlin
Rhonda G. Borden
Witness Name: Rhonda G. Borden

Marco Life, LLC, a Florida Limited Liability Company

By: [Signature]
Mark C. Melvin, Authorized Member

State of Florida
County of Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of March, 2022 by Mark C. Melvin, Authorized Member of Marco Life, LLC, a Florida Limited Liability Company on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Rhonda G. Borden

My Commission Expires: 2/21/25

When recorded, return to:
RBC Bank (Georgia), N.A.
Attn: Post-Closing Department
8081 Arco Corporate Drive
Raleigh, NC 27617
866-283-5928

This document was prepared by:
RBC Bank (Georgia), N.A.
8081 Arco Corporate Drive
Raleigh, NC 27617

LOAN #: 211217382

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MORTGAGE

MIN 1010646-0000017369-6

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) “Security Instrument” means this document, which is dated **March 8, 2022**, together with all Riders to this document.

(B) “Borrower” is **Andrew Rudensky and Caitlin Plunkett, as Trustees of the Andrew Rudensky Living Trust u/a/d January 25, 2022, and Caitlin Plunkett and Andrew Rudensky, as Trustees of the Caitlin Plunkett Living Trust u/a/d January 25, 2022.**

Borrower is the mortgagor under this Security Instrument.

(C) “MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) “Lender” is **RBC Bank (Georgia), N.A. .**

Lender is **a National Association,** organized and existing under the laws of **The United States of America.**
Lender’s address is **8081 Arco Corporate Drive, Raleigh, NC 27617**

(E) “Note” means the promissory note signed by Borrower and dated **March 8, 2022.** The Note states that Borrower owes Lender **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100** ***** Dollars (U.S. **\$2,500,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2052.**



LOAN #: 211217382

(F) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”
(G) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input type="checkbox"/> Other(s) [specify]		

(I) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) **“Escrow Items”** means those items that are described in Section 3.
(M) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.
(Q) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of Collier

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS “EXHIBIT A”.

which currently has the address of 4445 Silver Fox Dr., Naples,

Florida 34119

(“Property Address”):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security



LOAN #: 211217382

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay



LOAN #: 211217382

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,



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whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance



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coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either



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to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.



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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).



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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

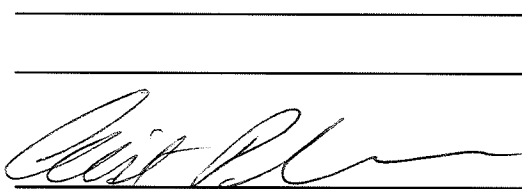
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.


25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


ANDREW RUDENSKY
March 8/22 (Seal)
DATE


CAITLIN PLUNKETT
03/08/22 (Seal)
DATE


ANDREW RUDENSKY, AS TRUSTEE OF
1107 MELVIN AVE
OAKVILLE ,ON ,L6J2V8 ,Canada
March 8/22 (Seal)
DATE


CAITLIN PLUNKETT, AS TRUSTEE OF
1107 MELVIN AVE
OAKVILLE ,ON ,L6J2V8 ,Canada
03/08/22 (Seal)
DATE



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Witnesses:
Signed, sealed and delivered in the presence of:

Hillary Linden

Hillary Linden
Printed Name

Iana Vinokhova

Iana Vinokhova
Printed Name

Province Ontario
~~State of~~

Country CANADA
~~County of~~

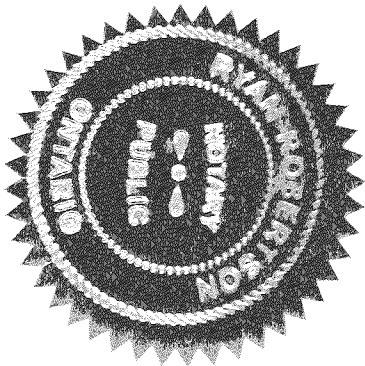
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 8th day of MARCH, 2022 by ANDREW RUDENSKY AND CAITLIN PLUNKETT AND ANDREW RUDENSKY AND CAITLIN PLUNKETT, who is/are personally known to me or who has/have produced Passport as identification.

Ryan Robertson
Signature

Ryan Robertson
Printed Name

Lawyer
Title or Rank

Serial Number (if any)



Lender: RBC Bank (Georgia), N.A.
NMLS ID: 878077
Loan Originator: Aaron Seymour
NMLS ID: 664435



Exhibit A

Lot 3, Block L, QUAIL CREEK UNIT THREE, according to the map or plat thereof, as recorded in Plat Book 13, Page 124, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

LOAN #: 211217382
MIN: 1010646-0000017369-6

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 8th day of March, 2022 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to RBC Bank (Georgia), N.A., a National Association (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 4445 Silver Fox Dr., Naples, FL 34119.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

- 6. Occupancy.** Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

ANDREW RUDENSKY


March 8th/22 (Seal)
DATE

CAITLIN PLUNKETT

03/08/22 (Seal)
DATE

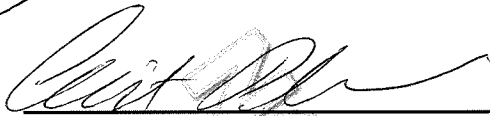


LOAN #: 211217382



ANDREW RUDENSKY, AS TRUSTEE OF

March 8 / 22 (Seal)
DATE



CAITLIN PLUNKETT, AS TRUSTEE OF

03/08/22 (Seal)
DATE

NOT A CERTIFIED COPY



LOAN #: 211217382

MIN: 1010646-0000017369-6

FIXED/ADJUSTABLE RATE RIDER

(30-day Average SOFR Index (As Published by the Federal Reserve Bank of New York) – Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **8th** day of **March, 2022**, and is incorporated into and will be deemed to amend and supplement the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **RBC Bank (Georgia), N.A., a National Association**

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: **4445 Silver Fox Dr., Naples, FL 34119.**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the representations, warranties, covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for monthly payments of principal and interest ("Monthly Payment") and an initial fixed interest rate of **3.625 %**. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the **1st** day of **April, 2029**, and the adjustable interest rate I will pay may change on the **1st** day of the month every **6th** month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the 30-day Average SOFR index. The Index is currently published by the Federal Reserve Bank of New York. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.



LOAN #: 211217382

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE** percentage points (**3.000 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the Monthly Payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my Monthly Payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.625 %** or less than **3.000 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage points (**1.000 %**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **8.625 %**. **My interest rate will never be less than the margin.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new Monthly Payment beginning on the first Monthly Payment date after the Change Date until the amount of my Monthly Payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my Monthly Payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

- (1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.
- (2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.



LOAN #: 211217382

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and Monthly Payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument will read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument described in Section B1 above will then cease to be in effect, and the provisions of Section 18 of the Security Instrument will be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.



LOAN #: 211217382

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


ANDREW RUDENSKY

March 8th / 22 (Seal)
DATE


CAITLIN PLUNKETT

03/08/22 (Seal)
DATE


ANDREW RUDENSKY, AS TRUSTEE OF

March 8th / 22 (Seal)
DATE


CAITLIN PLUNKETT, AS TRUSTEE OF

03/08/22 (Seal)
DATE



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Detail by Officer/Registered Agent Name

Florida Profit Corporation
FTB CAPITAL, INC.

Filing Information

Document Number P21000100584
FEI/EIN Number 87-3872017
Date Filed 12/01/2021
State FL
Status ACTIVE

Principal Address

9190 THE LANE
NAPLES, FL 34109

Mailing Address

9190 THE LANE
NAPLES, FL 34109

Registered Agent Name & Address

GRAHAM, ARTHUR JAMES
475 SADDLEBROOK LANE
NAPLES, FL 34110

Officer/Director Detail

Name & Address

Title PD

RUDENSKY, ANDREW
9190 THE LANE
NAPLES, FL 34109

Title STD

PLUNKETT, CAITLIN R
9190 THE LANE
NAPLES, FL 34109

Annual Reports

Report Year	Filed Date
2022	07/16/2022

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

Document Images

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[12/01/2021 -- Domestic Profit](#)

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Detail by Officer/Registered Agent Name

Florida Profit Corporation
SEA WOLF ADVISORS INC

Filing Information

Document Number P22000033957
FEI/EIN Number NONE
Date Filed 05/06/2022
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/12/2022
Event Effective Date NONE

Principal Address

4445 SILVER FOX DR
NAPLES, FL 34119

Mailing Address

4445 SILVER FOX DR
NAPLES, FL 34119

Registered Agent Name & Address

ALEXANDRAKIS LAW PLLC
100 MERRICK WAY STE 3A
CORAL GABLES, FL 33134

Officer/Director Detail

Name & Address

Title DP

RUDENSKY, ANDREW
4445 SILVER FOX DR
NAPLES, FL 34119

Title STVP

RUDENSKY, WALLY
4445 SILVER FOX DR
NAPLES, FL 34119

No Annual Reports Filed

Document Images

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[05/06/2022 -- Domestic Profit](#)

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Florida Profit Corporation

CALHOUN FIRST FINANCIAL INC.

Filing Information

Document Number P12000018014

FEI/EIN Number 45-4598198

Date Filed 02/22/2012

State FL

Status ACTIVE

Principal Address

9190 THE LANE
NAPLES, FL 34109

Changed: 04/30/2012

Mailing Address

4 Edenvale Crescent
Toronto, ON M9A 4A4 CA

Changed: 03/10/2018

Registered Agent Name & Address

Padly-Julien, Stephanie F
1415 PANTHER LANE
SUITE 240
NAPLES, FL 34109

Name Changed: 02/12/2020

Address Changed: 02/12/2020

Officer/Director Detail

Name & Address

Title Director, President

Rudensky, Wally
4 Edenvale Cres
Suite #900
Toronto, ON M9A 4A4 CA

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

Title VP, Secretary, Treasurer

Rudensky, Andrew Paul
9190 THE LANE
NAPLES, FL 34109

Annual Reports

Report Year	Filed Date
2020	02/12/2020
2021	04/10/2021
2022	01/31/2022

Document Images

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04/20/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
02/22/2012 -- Domestic Profit	View image in PDF format



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Detail by Officer/Registered Agent Name

Florida Profit Corporation
KORAL FINANCIAL INC.

Filing Information

Document Number	L44954
FEI/EIN Number	65-0188959
Date Filed	01/22/1990
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/13/2019
Event Effective Date	NONE

Principal Address

1854 LEAMINGTON LANE
NAPLES, FL 34109

Changed: 04/29/2005

Mailing Address

4 Edenvale Cres
Toronto, Ontario M9A4A4 CA

Changed: 02/08/2019

Registered Agent Name & Address

Padly-Julien, Stephanie, Esq.
1415 Panther Lane
240
Naples, FL 34109

Name Changed: 02/10/2020

Address Changed: 02/10/2020

Officer/Director Detail

Name & Address

Title MR

RUDENSKY, WALLY

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

Toronto M9A 4A4 CA

Title MR

Rudensky, Andrew P

4 Edenvale Cres

Toronto, Ontario M9A 4A4 CA

Title Director, Treasurer

Balanovskaya, Olga

1854 Leamington Lane

Naples, FL 34109

Annual Reports

Report Year	Filed Date
2020	02/10/2020
2021	04/10/2021
2022	04/10/2022

Document Images

04/10/2022 -- ANNUAL REPORT	View image in PDF format
04/10/2021 -- ANNUAL REPORT	View image in PDF format
02/10/2020 -- ANNUAL REPORT	View image in PDF format
05/13/2019 -- Name Change	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
03/10/2018 -- ANNUAL REPORT	View image in PDF format
04/02/2017 -- ANNUAL REPORT	View image in PDF format
03/27/2016 -- ANNUAL REPORT	View image in PDF format
02/15/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
07/10/2013 -- ANNUAL REPORT	View image in PDF format
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03/26/2008 -- ANNUAL REPORT	View image in PDF format
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04/29/2005 -- ANNUAL REPORT	View image in PDF format
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07/07/2004 -- Name Change	View image in PDF format
07/14/2003 -- ANNUAL REPORT	View image in PDF format

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

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01/27/2000 -- ANNUAL REPORT	View image in PDF format
03/23/1999 -- ANNUAL REPORT	View image in PDF format
02/18/1998 -- ANNUAL REPORT	View image in PDF format
07/01/1997 -- REINSTATEMENT	View image in PDF format



4 Edenvale Cres, Toronto, M9A4A4 [Suggest an address correction](#)



Owner Name
RUDENSKY, JEAN



Last Sale
\$1,080,000
Aug 26, 2005



Lot Size
7,965 ft² 367 ft
Area Perimeter
Measurements Available
(See Site & Structure)

Legal Description
LT 61, PL 6967 ; S/T EB279023 ETOBICOKE , CITY OF TORONTO

Property Details



GeoWarehouse Address
4 EDENVALE CRES, TORONTO, M9A4A4

Ownership Type
Freehold

Registration Type
Certified (Land Titles)

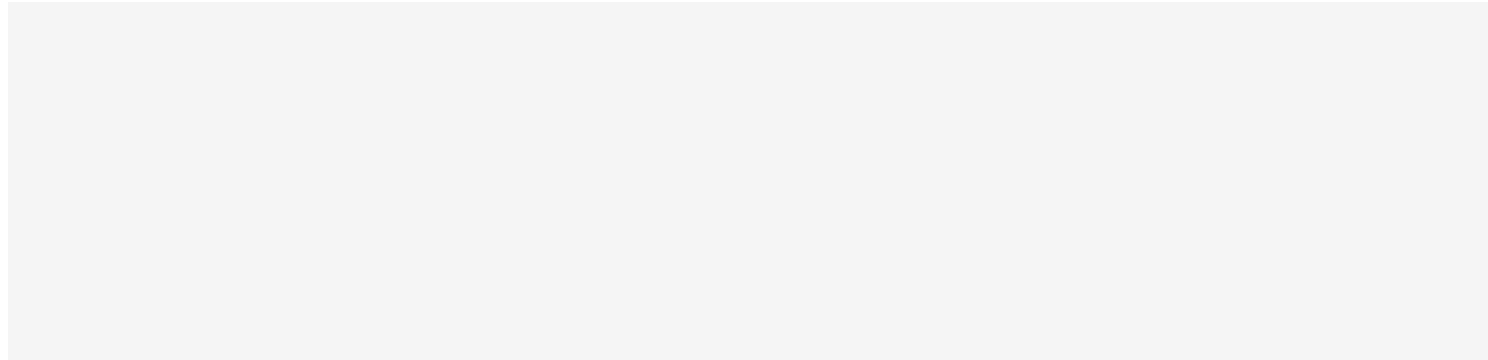
Land Registry Office
Toronto (80)

Land Registry Status
Active

PIN
074790143

Owner Names
RUDENSKY, JEAN

Property Type
SINGLE_FAMILY



Site & Structure



Lot Size

Area: 7,965.29 ft² (0.183 ac) Perimeter: 367.45 ft

Measurements: 116.01 ft x 70.20 ft x 111.43 ft x 70.10 ft

Lot Measurement Accuracy: LOW

Valuation & Sales

Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Aug 26, 2005	\$1,080,000	Transfer	RUDENSKY, JEAN;	
Aug 31, 1993	\$2	Transfer	SCAGNOL, SANDRA; SCAGNOL, RICK;	

HoodQTM



SCHOOLS

6 public & 7 Catholic schools serve this home. Of these, 8 have catchments. There are 2 private schools nearby.



PARKS & REC


5 playgrounds, 3 tennis courts and 3 other facilities are within a 20 min walk of this home.



TRANSIT

Street transit stop less than a 2 min walk away. Rail transit stop less than 3 km away.

powered by
HoodQ



Andrew Rudensky

associate at GMP Private Client

Toronto, Ontario, Canada · [Contact info](#)

Connect

Message

More

Activity

0 followers

Andrew hasn't posted lately

Andrew's recent posts and comments will be displayed here.

Show all activity →

Experience

associate

GMP Private Client

Interests


Companies

GMP Private Client


18 followers

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People also viewed

Ryan Bates · 3rd+
Wildland firefighter at MQ FRANÇO REFORESTATION


Connect

Peter Coles · 3rd+
Senior Tax Specialist at H&R Block Canada


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Golnaz Ghafghazi · 3rd+
Lead Transport Analyst


Connect

Brandon Orr, MCIP, RPP · 3rd+
Mobility Planning Lead at T.Y. Lin International


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Ingrid W. · 3rd+
Strategy Analyst


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Marianne Hatzopoulou · 3rd+
Professor at University of Toronto


Connect

Sharon Dammann · 3rd+
Associate at Richardson Wealth Ltd.


Connect

Daniel Quon, BA (Hons) · 3rd+
Associate Investment Advisor at RBC Dominion Securities

Connect

Jason Mayers · 3rd+
Canaccord Genuity


Connect


Jaimie Kehler · 3rd+
Associate at Richardson Wealth


Connect

LEARNING

Add new skills with these courses, free for 24 hours


C++ Essential Training


Handling an Unruly Audience


Unit Testing in Django

See my recommendations

Promoted

Good news.
You could save 29% by switching your home to TD Insurance. See how.

DocuSign eSignature API
Our secure eSignature REST API makes requesting signatures easy. Try it out.

Break down team silos
Kickstart collaboration with a remote-friendly team workspace. Try for free.

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Careers

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Mobile

Talent Solutions

Marketing Solutions

Advertising

Small Business

Questions?

Visit our Help Center.

Manage your account and privacy

Go to your Settings.

Select Language

Messaging

LinkedIn Corporation © 2022

This is Exhibit “R” referred to in the Affidavit of Moez Kassam sworn
November 17, 2022.

Douglas Fenton

Commissioner for Taking Affidavits (or as may be)

DOUGLAS A. FENTON

Court File No.: CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

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

Plaintiffs

-and-

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

Defendants

AFFIDAVIT OF SERVICE

I, David Morrison, Process Server, of the City of Hamilton, Province of Ontario.

MAKE AN OATH AND SAY AS FOLLOWS:

1. I did on **Friday, July 22, 2022, at: 2:29 p.m.**, serve the Defendant, **ANDREW RUDENSKY** with a true copy of the Fresh As Amended Statement of Claim, by leaving a true copy of same, in a sealed envelope addressed to the said Defendant, with **Bruce Chapman**, an adult male who appeared to be a member of the same household in which **ANDREW RUDENSKY** resides at:

4328 Clubview Drive, Burlington, Ontario, L7M 4R3 and by sending a copy of the above mentioned document to the said Defendant by pre-paid regular lettermail on July 22, 2022, to the same address.

2. I ascertained that the person served was an adult member of the same household in which the Defendant is residing by means of verbal admission.

3. Before serving the Defendant in this manner I made an unsuccessful attempt to serve the Defendant personally on July 22, 2022.

4. *Sworn or Affirmed* before me: ☒ in person OR ☐ by video conference

Sworn before me at the City of Hamilton,)
In the Province of Ontario)
This **27** day of July, 2022.)
)
)
)
)
)
)

A Commissioner etc.
Lauria Pamela Morrison, a Commissioner etc.,
City of Hamilton, for Swift Process Service Ltd.
and for Process Serving only.
Expires September 30, 2024.


DAVID MORRISON

Plaintiffs
 ANSON ADVISORS INC. et al

-and-

Defendants
 ROBERT LEE DOXTATOR et al

ONTARIO SUPERIOR COURT OF JUSTICE
 (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

DEPONENT: DAVID MORRISON

DATE: July 27, 2022

AFFIDAVIT OF SERVICE

DAVIES WARD PHILLIPS & VINEBERG LLP
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Lawyers for the Plaintiffs (Defendants to the
 Counterclaim), Anson Advisors Inc., Anson Funds
 Management LP, Anson Investments Master Fund LP
 and Moez Kassam

This is Exhibit “S” referred to in the Affidavit of Moez Kassam sworn November 17, 2022.

Douglas Fenton

Commissioner for Taking Affidavits (or as may be)

DOUGLAS A. FENTON

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

Plaintiffs

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3
JOHN DOE 4 AND OTHER PERSONS UNKNOWN

Defendants

REQUISITION

TO THE LOCAL REGISTRAR at Toronto

I REQUIRE you pursuant to Rule 19.01 of the *Rules of Civil Procedure* to note the Defendant ANDREW RUDENSKY in default in this action on the grounds that the Defendant ANDREW RUDENSKY has failed to deliver a Notice of Intent to Defend or a Statement of Defence within the time required by Rule 18 of the *Rules of Civil Procedure*.

Date: August 23, 2022



Andrew Carlson (LSO# 58850N)

From: CivilClaimsDocuments@ontario.ca
Sent: August 23, 2022 2:35 PM
To: Donaldson Law Clerks
Subject: Superior Court of Justice – CV-20-00653410-00CL - Toronto / Cour supérieure de justice – CV-20-00653410-00CL - Toronto

This is a message from the Superior Court of Justice regarding your case: **ANSON ADVISORS INC. et al v. STAFFORD et al, file number CV-20-00653410-00CL, client internal file name and/or file number DAVIES.**

The following document(s), submitted through Civil Submissions Online on August 23, 2022 at 02:19pm, **Confirmation # 1048777**, have been filed by the Court:

- Form 4E: Requisition to Note Default
- Form 16B: Affidavit of Service

IMPORTANT

If CaseLines will be used during your hearing, you will receive an email invitation. In this case you **must** upload the documents you have filed with the court to the CaseLines platform in accordance with rule 4.05.3 of the [Rules of Civil Procedure](#).

If you submitted documents for issuance and you do not see them attached to this email, please contact the court office directly.

The document(s) are considered filed on 23-AUG-2022, unless your document(s) were submitted after 5 p.m., in which case they are considered filed on the next business day.

Please note, if your submission has been accepted for filing and/or issuance, despite deficiencies identified by court staff, attached to this email you will find a *Notice of Deficiency*. This notice outlines the deficiencies identified in your document(s). The notice will also be provided to the presiding judicial official who may make further orders related to these deficiencies.

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For more information, contact the court at:

Toronto

330 University Av, Toronto, ON, M5G1R7

For Commercial List inquiries, contact 416-327-5043

For Estates inquiries, contact 416-326-2940

For Assessment inquiries (currently located at 393 University Ave.), contact 416-327-5121

For technical assistance, contact the Ministry of the Attorney General, Court Services Division's Contact Centre for Online Services at 1-800-980-4962, TTY 416-368-4202 or Toll Free number 1-833-820-0714.

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Registrar, Superior Court of Justice

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Ceci est un message de la Cour supérieure de justice à propos de votre dossier : **ANSON ADVISORS INC. et al v. STAFFORD et al, numéro de dossier CV-20-00653410-00CL, nom du dossier interne du client ou numéro de dossier DAVIES.**

Les documents suivants, soumis par l'intermédiaire du Portail en ligne pour les actions civiles le 23 août 2022 à 14 h 19, **confirmation de soumission n° 1048777**, ont été déposés au tribunal :

- Formule 4E : Réquisition pour noter par défaut
- Formule 16B : Affidavit de signification

IMPORTANT

Si le tribunal a prévu d'utiliser CaseLines pour votre audience, vous recevrez une invitation par courriel. Vous **devrez** alors téléverser dans CaseLines les documents que vous avez déposés auprès du tribunal, conformément à la règle 4.05.3 des [Règles de procédure civile](#).

Si vous avez soumis des documents à des fins de délivrance et qu'ils ne sont pas joints au présent courriel, veuillez communiquer avec le greffe du tribunal directement.

Les documents sont considérés comme étant déposés le 23 août 2022, sauf si vos documents ont été soumis après 17 h, auquel cas ils sont considérés comme étant déposés le jour ouvrable suivant.

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Toronto

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Renseignements sur les affaires civiles : 416 327-5440

Renseignements sur le rôle commercial : 416 327-5043

Renseignements sur les successions : 416 326-2940

Renseignements sur les évaluations (actuellement au 393, avenue University) : 416 327-5121

Pour obtenir de l'aide technique, communiquez avec l'InfoCentre de la Division des services aux tribunaux du ministère du Procureur général pour les services en ligne au 1-800-980-4962, ATS 416-368-4202 ou au numéro sans frais 1-833-820-0714.

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Greffier, Cour supérieure de justice

Veuillez ne pas répondre au présent courriel, car cette boîte de courriel n'est pas surveillée.

ANSON ADVISORS INC. et al.
(Plaintiffs)

-and- JAMES STAFFORD et al.
(Defendants)

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF MOEZ KASSAM
(SWORN NOVEMBER 17, 2022)**

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Lawyers for the Plaintiffs

TAB 6

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

Plaintiffs/Moving Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, and JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 and OTHER PERSONS UNKNOWN

Defendants/Responding Party

**SUPPLEMENTAL MOTION RECORD OF THE PLAINTIFFS / MOVING PARTIES
(MOTION FOR DEFAULT JUDGMENT AGAINST ANDREW RUDENSKY)**

January 18, 2023

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TO: **ANDREW RUDENSKY**
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Burlington ON L7M 4R3

Defendant

AND TO: **KIM SPENCER MCPHEE**
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Email: wjk@complexlaw.ca

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Tel: 416.596.1414

Lawyers for the Defendant, James Stafford and the Defendant (Plaintiff by Counterclaim), Robert Lee Doxtator

AND TO: **GROIA & COMPANY**
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Email: krichard@groiaco.com

Bethanie Pascutto
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Email: BPascutto@groiaco.com

Lawyers for the Defendant, Jacob Doxtator

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

Plaintiffs/Moving Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, and JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 and OTHER PERSONS UNKNOWN

Defendants/Responding Party

I N D E X

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3.	Emails between Matthew Milne-Smith (of Davies) and Kevin Richard (of Groia & Company) exchanged January 5, 2023	3
4.	Complaint in the matter of <i>Securities and Exchange Commission v. Andrew DeFrancesco, Marlio Mauricio Diaz Cardona, Carlos Felipe Rezk, Nikola Faukovic, and Catherine DeFrancesco</i> , No. 1:23-cv-00131 (S.D.N.Y., filed January 6, 2023)	5
5.	Email from Andrew Rudensky (ar@delavaco.com) to Laura Salvatori (of Anson) sent June 18, 2019	55
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O'Sullivan, Maura

From: DiMatteo, Christopher
Sent: October 6, 2021 2:48 PM
To: Andrew.rudensky@gmail.com; ar@delavaco.com
Cc: Barrack, Michael; Fischer, Iris; Sheppard, Gregory
Subject: Anson Advisors Inc. et al. v. James Stafford et al. - Court File No. CV-20-00653410-00CL
Attachments: Fresh as Amended Statement of Claim - Plaintiffs - Anson Advisors Inc. et al - 06-OCT-2021.pdf

Mr. Rudensky:

Please find attached the Fresh as Amended Statement of Claim of Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP and Moez Kassam in connection with the above-noted matter, which is served upon you pursuant to the *Rules of Civil Procedure*, and which names you as a Defendant. Please confirm receipt and that you will accept service of the claim. Finally, please confirm your consent to the amendments to the claim, including your addition as a party.

Christopher DiMatteo
Associate
christopher.dimatteo@blakes.com
Dir: 416-863-3342

O'Sullivan, Maura

From: Carlson, Andrew
Sent: November 23, 2021 4:01 PM
To: Won J. Kim; Megan B. McPhee; Kevin Richard; Joe Groia; andrew.rudensky@gmail.com; ar@delavaco.com; allenspektor@gmail.com; Trevor Fairlie
Cc: O'Sullivan, Maura; Milne-Smith, Matthew
Subject: Anson Motion
Attachments: Anson et al v Doxtator et al - Plaintiffs' Notice of Motion.pdf

Dear Counsel and Parties,

Please find attached and hereby served on you the Plaintiffs' Notice of Motion for leave to amend the Statement of Claim.

Thank you,

-Andrew

O'Sullivan, Maura

From: Kevin Richard <KRichard@groiaco.com>
Sent: January 5, 2023 11:30 AM
To: Milne-Smith, Matthew
Cc: Bethanie Pascutto; Won J. Kim; mbm@complexlaw.ca; Aris Gyamfi; Rob Staley; Carlson, Andrew
Subject: Re: Materials for Request re Rudensky

External Email / Courriel externe

Matthew,

Thanks for your email.

From your correspondence, I believe you have sent everything to Andrew.rudensky@gmail.com already. This is the address we had for Mr. Rudensky and we have had no contact with him for more than 8 months.

Yours truly,

Kevin Richard
Groia & Company Professional Corporation
365 Bay Street, Suite 1100
Toronto ON M5H 2V1
T: 416-203-4485
F: 416-203-9231

www.groiaco.com

On Jan 5, 2023, at 10:54 AM, Milne-Smith, Matthew <MMilne-Smith@dwpv.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Counsel,

As you will recall, at our last case conference Justice Osborne directed that we serve Mr. Rudensky with his endorsement (copied) directing that the motion for default judgment be held on January 25, 2023. We have made a number of attempts to do so, including the use of private investigators, but Mr. Rudensky appears to have moved and can no longer be located at the address where service was effected in the past. Nor does he appears to have provided a forwarding address to the current residents of his former residence.

As recorded in the prior endorsement of Justice Conway (also attached), we know that Mr. Richard has previously been in contact with Mr. Rudensky. I also understand from my conversations with Mr. Kim that he has also been in touch with Mr. Rudensky. In the spirit of giving effect to Justice Osborne's direction, I would ask that you both please forward Justice Osborne's endorsement and our letter to Mr. Rudensky through whatever means you have used.

A523

default judgment, which has already been served on Mr. Rudensky.

I thank you in advance for your assistance as court officers in giving effect to Justice Osborne's directions in this matter.

Yours very truly,

Matt

<https://dwpv.sharefile.com/d-s3293606e740f4b68b1bbbe58a0926341>

Matthew Milne-Smith (he, him)

T 416.863.5595
mmilne-smith@dwpv.com
[Bio](#) | [vCard](#)

DAVIES

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DAVIES WARD PHILLIPS & VINEBERG LLP

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<Letter to Rudensky.pdf>

<CV-20-00653410-00CL Anson Advisors v Stafford Endorsement Dec 8 22.pdf>

<Endorsement of Justice Conway.pdf>

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Pascale Guerrier
Katherine S. Bromberg
Danielle Srouf
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New York Regional Office
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New York, New York 10004-2616
(305) 982-6301 (Guerrier)
Email: GuerrierP@sec.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**SECURITIES AND EXCHANGE
 COMMISSION,**

Plaintiff,

v.

**ANDREW DEFRANCESCO, MARLIO
 MAURICIO DIAZ CARDONA, CARLOS
 FELIPE REZK, NIKOLA FAUKOVIC, and
 CATHERINE DEFRANCESCO,**

Defendants.

23 Civ. _____ ()
ECF CASE

**JURY TRIAL
 DEMANDED**

COMPLAINT

Plaintiff, Securities and Exchange Commission (the “Commission” or “SEC”), for its Complaint against Defendants Andrew DeFrancesco (“DeFrancesco”), Marlio Mauricio Diaz Cardona (“Diaz”), Carlos Felipe Rezk (“Rezk”), Nikola Faulkovic (“Faulkovic”), and Catherine DeFrancesco (collectively, the “Defendants”), alleges as follows:

SUMMARY OF ALLEGATIONS

1. Beginning in March 2018, Defendants DeFrancesco, Diaz, and Rezk, each of whom was an officer or director of Cool Holdings, Inc. (“Cool”), a publicly-traded company, orchestrated a fraudulent scheme to deceive the investing public about the operations and prospects of Cool, through repeated, materially false and misleading misstatements and omissions in SEC filings and in a promotional campaign.

2. DeFrancesco—the chief architect of the scheme—was chairman of Cool’s board of directors from March through December 2018. Diaz and Rezk were Cool’s chief executive officer and chief marketing officer, respectively, from March 2018 through early June 2019 (the “Relevant Period”).

3. Throughout the Relevant Period, Cool, the operator of a small chain of retail electronic stores, made materially false and misleading statements and omissions in its SEC filings, including about its critical business relationship with the consumer electronics giant Apple Inc. (“Apple”). Diaz signed each of Cool’s false and misleading quarterly reports; Diaz and Rezk both signed Cool’s false and misleading annual report; and Diaz, DeFrancesco, and Rezk all signed Cool’s false and misleading registration statement and amendments (collectively, the “Registration Statement”). The Registration Statement, which never went effective, sought to offer and sell up to \$25,000,000 worth of securities.

4. DeFrancesco, with the assistance of Diaz and Rezk, as well as his executive assistant Faulkovic, also orchestrated a “pump and dump” of Cool stock, which included the publication of a series of fraudulent articles, secretly funded by DeFrancesco, in mid-September 2018. Despite Cool’s serious financial problems, underperforming stores, and precarious relationship with Apple, the promotional articles baselessly stated, among other things, that

Cool's stores were more profitable per square foot than retailers such as Tiffany & Co. and Michael Kors, and that Cool planned to expand the number of its Apple-product-focused stores from nine locations in March 2018 to 200 locations by 2020. Cool's share price and trading volume jumped significantly during and following the publication of the false and misleading articles.

5. With Faulkovic's assistance, in the four days following the start of the promotion—while Cool's share price and trading activity were artificially elevated—DeFrancesco sold more than 500,000 shares that he owned and held in numerous brokerage accounts in the names of nominee entities under his secret control. DeFrancesco's proceeds from these sales totaled nearly \$3.5 million.

6. By the end of 2018, DeFrancesco had sold more than 1.6 million shares, all through accounts nominally controlled by his ex-wife Catherine DeFrancesco and other family members, but really controlled by DeFrancesco, for proceeds of more than \$8 million.

7. DeFrancesco, aided by Faulkovic and Catherine DeFrancesco, concealed his ownership of Cool shares, which at its height during the Relevant Period accounted for more than 32% of Cool's outstanding shares. In order to maintain the secrecy of DeFrancesco's stock ownership, he and Catherine DeFrancesco filed false beneficial ownership reports with the SEC.

8. Diaz, Faulkovic, and Rezk also sold Cool stock, while Cool was disseminating false and misleading information in its SEC filings.

VIOLATIONS

9. By virtue of the conduct alleged herein, each of the Defendants, directly or indirectly, singly or in concert, violated and are otherwise liable for violations of the federal securities laws as set forth herein.

10. DeFrancesco violated Sections 5(a) and (c) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. §§ 77e(a) and (c)]; Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]; Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]; Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)], and Rule 13d-1(a) thereunder [17 C.F.R. § 240.13d-1(a)]; and Section 16(a) of the Exchange Act [15 U.S.C. § 78p(a)], and Rule 16a-3 thereunder [17 C.F.R. § 240.16a-3].

11. Diaz violated Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)]; Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]; and, in the alternative, aided and abetted DeFrancesco’s violations of Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

12. Rezk violated Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)]; Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]; and, in the alternative, aided and abetted DeFrancesco’s violations of Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)]; and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

13. Faulkovic aided and abetted DeFrancesco’s violations of Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

14. Catherine DeFrancesco violated Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)], and Rule 13d-1(a) thereunder [17 C.F.R. § 240.13d-1(a)].

15. Unless the Defendants are permanently restrained and enjoined, they will continue to engage in the acts, practices, and courses of business set forth in this Complaint, and in acts, practices, and courses of business of similar type and object.

NATURE OF THE PROCEEDINGS AND RELIEF SOUGHT

16. The Commission brings this action pursuant to the authority conferred upon it by Sections 20(b) and (d) of the Securities Act [15 U.S.C. §§ 77t(b) and (d)], and Sections 21(d) and (e) of the Exchange Act [15 U.S.C. §§ 78u(d) and (e)].

17. The Commission seeks a final judgment: (a) permanently restraining and enjoining the Defendants from engaging in the transactions, acts, practices, and courses of business alleged in this Complaint; (b) ordering DeFrancesco, Diaz, Rezk, and Faukovic to disgorge the ill-gotten gains they received from the unlawful conduct set forth in this Complaint, together with prejudgment interest, pursuant to Sections 21(d)(3), 21(d)(5) and 21(d)(7) of the Exchange Act [15 U.S.C. §§ 78u(d)(3), 78u(d)(5), 78u(d)(7)]; (c) ordering Defendants to pay civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)]; (d) as to DeFrancesco, Diaz and Rezk, prohibiting each from serving as an officer or director of any company that has a class of securities registered under Exchange Act Section 12 [15 U.S.C. § 78l] or that is required to file reports under Exchange Act Section 15(d) [15 U.S.C. § 78o(d)], pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)(2)]; and (e) ordering any other and further relief that the Court may deem appropriate.

JURISDICTION AND VENUE

18. This Court has jurisdiction over this action pursuant to Sections 22(a) and (c) of the Securities Act [15 U.S.C. §§ 77v(a) and 77v(c)] and Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), 78aa].

19. Defendants, directly and indirectly, have made use of the means and instrumentalities of interstate commerce or the mails in connection with the transactions, acts, practices, and courses of business alleged herein.

20. Venue lies in this district pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)] and Section 27 of the Exchange Act [15 U.S.C. § 78aa]. Certain of the acts, practices, transactions and courses of business alleged in this Complaint occurred within the Southern District of New York, and were affected, directly or indirectly, by making use of means or instrumentalities of transportation or communication in interstate commerce, or the mails. Among other things, at all relevant times, Defendants solicited investments in securities from investors in this District and sold securities through an exchange located in this District.

DEFENDANTS

21. DeFrancesco, born in 1970, is a resident of Miami Beach, Florida. He was married to Catherine DeFrancesco in 1999 and they divorced in or about 2017. DeFrancesco was chairman of the board of directors of Cool from March 12, 2018 through December 31, 2018.

22. DeFrancesco conducted business in North America through a company he called the “Delavaco Group” and described as a private equity and merchant banking firm. According to the Delavaco Group’s website, DeFrancesco held the titles of president and chief investment officer of the Delavaco Group. Delavaco Holdings, Inc. (“Delavaco”), which shared an address

and phone number with the Delavaco Group, was the corporate entity through which the Delavaco Group operated.

23. Diaz, born in 1974, is a resident of Coral Gables, Florida. He was Cool's CEO and a director from March 12, 2018 through June 5, 2019.

24. Rezk, born in 1973, is a resident of Miami, Florida. He was Cool's chief sales and marketing officer and a director from March 12, 2018 through June 5, 2019.

25. Faulkovic, born in 1985, is a resident of Oakland Park, Florida. Throughout the Relevant Period, she was an employee of the Delavaco Group, where she was DeFrancesco's executive assistant. During the Relevant Period, Faulkovic also went by the name Nikola Pineiro.

26. Catherine DeFrancesco, born in 1972, is a resident of Miami Beach, Toronto, and Gstaad, Switzerland. Throughout the Relevant Period, she was the nominal president of Delavaco and several other entities, which were actually controlled by DeFrancesco.

RELEVANT ENTITIES

I. THE ISSUER

27. Cool, now known as Simply, Inc., is a Maryland corporation with its principal place of business in Miami, Florida. Cool was created in March 2018 by the reverse merger of a private company, Cooltech, Inc. ("Cooltech"), with InfoSonics, Inc. ("InfoSonics"), a company that was publicly traded on Nasdaq. Following the merger, the surviving company was briefly known as InfoSonics before changing its name in June 2018 to Cool Holdings, Inc. and its ticker symbol to "AWSM." Throughout the Relevant Period, Cool's common stock traded on Nasdaq and was registered pursuant to Section 12(b) of the Exchange Act. For purposes of this Complaint, the company is referred to as "Cool" from March 2018 through 2019.

28. According to its first quarterly report filed with the Commission for the period

ending March 31, 2018, Cool was “a retailer and wholesaler of consumer electronics focused on the operation and expansion of our OneClick® retail stores in the United States, Latin America and Canada,” that sold “Apple and Apple-approved products and accessories.” As of that date, Cool had nine OneClick stores: six in Argentina and three in Florida.

29. On June 14, 2022, the company filed for bankruptcy under Section 7 of the Bankruptcy Code.

II. THE DEFRADESCO NOMINEE ENTITIES

30. DeFrancesco Motorsports, Inc. (“DeFrancesco Motorsports”) is a corporation organized under the laws of the Province of Ontario, Canada. Throughout the Relevant Period, Catherine DeFrancesco was the nominal president of DeFrancesco Motorsports.

31. Delavaco is a corporation organized under the laws of the State of Florida. Throughout the Relevant Period, Catherine DeFrancesco was the nominal president of Delavaco.

32. Gorgie Holdings LLC (“Gorgie”) is a corporation organized under the laws of the State of Florida. Throughout the Relevant Period, Catherine DeFrancesco was the nominal manager of Gorgie.

33. GT Capital, Inc. (“GT Capital”), is a corporation organized under the laws of the Province of Ontario, Canada. Throughout the Relevant Period, DeFrancesco’s sister was the nominal president of GT Capital.

34. Marcandy Investment Corp. (“Marcandy”) is a corporation organized under the laws of the Province of Ontario, Canada. Throughout the Relevant Period, Catherine DeFrancesco was the nominal president of Marcandy.

35. Namaste Gorgie, LLC (“Namaste”) is a corporation organized under the laws of the State of Florida. Throughout the Relevant Period, Catherine DeFrancesco was the nominal

president of Namaste.

36. NG Bahamas Ltd. (“NG”) is a corporation organized under the laws of The Bahamas. Throughout the Relevant Period, Catherine DeFrancesco was the nominal director of NG.

37. Rockstar is an entity organized under the laws of The Bahamas. Throughout the Relevant Period, Catherine DeFrancesco was the nominal president, director and secretary of Rockstar.

38. Sunnybrook Preemie Investments, Inc. (“Sunnybrook”) is a corporation organized under the laws of the Province of Ontario, Canada. Throughout the Relevant Period, DeFrancesco’s mother was the nominal president of Sunnybrook.

39. Four trusts, using the naming convention of “The Catherine DeFrancesco ITF” followed by the name of one of the DeFrancescos’ four children, collectively (the “Children’s Trusts”) were nominally trusts created for each of the children of Andrew and Catherine DeFrancesco. Throughout the Relevant Period, Catherine DeFrancesco was the trustee for each of these trusts; however DeFrancesco controlled the Children’s Trusts, made investment decisions for the Children’s Trusts and directed trading decisions in the Children’s Trusts’ brokerage accounts.

40. DeFrancesco Motorsports, Delavaco, Gorgie, GT Capital, Marcandy, Namaste, NG, Rockstar, Sunnybrook, and the Children’s’ Trusts (collectively the “Nominee Entities”) were created by or at the direction of DeFrancesco.

41. Notwithstanding the names of the individuals who, on paper, were the beneficial owners of these entities, DeFrancesco actually controlled all of these entities. He made all their business decisions, including investment decisions, and directed all trading in their brokerage

accounts.

42. Most of the Nominee Entities, including Delavaco, shared as an address 366 Bay Street, #200, Toronto, ON M5H 4B2 or 2300 E. Las Olas Boulevard, 4th Floor, Ft Lauderdale, Florida 33301.

FACTS

43. As described in greater detail below, Defendants each had a different role in the scheme to deceive the public about Cool.

44. DeFrancesco was integrally involved in each aspect of the fraudulent scheme:

- a. He was a key player in the creation of Cool, a publicly-traded company that would serve as a vehicle for market manipulation;
- b. He took Cool public despite his knowledge, and without public disclosure, of Cool's precarious financial condition;
- c. He controlled Cool, including its access to capital, and used his position to amass a huge position in Cool shares;
- d. He created a network of entities, nominally owned and controlled by others, and used these entities to hold, trade and conceal his substantial Cool stock holdings;
- e. He failed to publicly report his ownership of Cool shares, as he was legally required to do;
- f. He participated in, and secretly funded a fraudulent promotional campaign that disseminated baseless statements about Cool and omitted information necessary to make the promotional claims not misleading;
- g. He directed Faulkovic to ensure that Cool shares held in the name of his

Nominee Entities had been deposited at brokerages in advance of the fraudulent promotion, so that he would be able to sell those shares as soon as the fraudulent promotion had the desired effect on the market for Cool shares; and

- h. He liquidated his Cool shares—including immediately after the demand for, and price of, Cool stock spiked in response to the fraudulent promotional campaign—making millions of dollars.

45. Diaz and Rezk, along with DeFrancesco, created Cool and took it public. From the beginning of Cool's existence as a publicly-traded company, through the entire Relevant Period, Diaz and Rezk hid Cool's significant business problems from the public, and they participated in the dissemination of false and misleading information about Cool in its SEC filings and in the promotional campaign. While Cool continued to deceive the public, both Diaz and Rezk sold their shares of Cool for proceeds of approximately \$922,000 and \$838,000, respectively.

46. Faukovic assisted DeFrancesco in carrying out several aspects of the fraudulent scheme, including helping him conceal his ownership of Cool shares.

47. Catherine DeFrancesco lied about the control of Nominee Entities and ownership of shares held in the names of those entities, making misrepresentations and omitting material information in an SEC filing.

I. DeFrancesco, Diaz, and Rezk Created Cool and Took It Public Despite Financial and Performance Troubles.

48. DeFrancesco, Diaz, and Rezk created Cool and took it public in March 2018, despite their knowledge of the business's financial difficulties, the poor performance of its stores, and the precarious status of Cool's critical relationship with Apple.

49. The three men first met and began to do business in or about 2015. At the time, Diaz and Rezk worked at Icon Networks LLC (“Icon”), a distributor of consumer electronics, including Apple products.

50. By mid-2016, DeFrancesco, Diaz and Rezk had decided to create a holding company that would acquire consumer electronics businesses, and to take that company public.

51. In or about October 2016, Cooltech was incorporated to serve as the holding company. Diaz became Cooltech’s CEO, Rezk became its chief sales and marketing officer, and DeFrancesco became its board chairman.

52. Shortly thereafter, Cooltech acquired Icon and four OneClick stores, which sold Apple products, two each in the United States and Argentina.

53. In connection with these acquisitions, DeFrancesco provided financing and certain of the Nominee Entities received more Cooltech shares.

54. By December 2016, immediately after these acquisitions, Diaz and Rezk were already struggling to find enough capital to support Cooltech’s business.

55. That month, Diaz floated a proposal to raise cash from investors; however, DeFrancesco thwarted that proposal, replying in an email to Diaz that “if any funds are raised outside of the Delavaco I’m out of the deal and will need to be paid out immediately.”

56. On or about July 25, 2017, Cooltech entered into a reverse merger agreement with InfoSonics, a Nasdaq-listed issuer that DeFrancesco had found and identified as a possible merger candidate, by which Cooltech would become a publicly-traded company. In connection with the InfoSonics merger, DeFrancesco entered into transactions in which the Nominee Entities obtained a significant amount of InfoSonics shares.

57. By the fourth quarter of 2017, months before the reverse merger was completed,

Cooltech's relationship with Apple was deteriorating. In October and November 2017, for example, Apple repeatedly contacted Diaz about paying overdue invoices for inventory and held back inventory until the company brought its account current.

58. On January 17, 2018, as a result of poor performance by Cooltech, representatives from Apple met with Rezk and other representatives of Cooltech. As memorialized in an email from Apple to Rezk and others on that date, Apple stated at the meeting that it was halting the expansion of Apple's licensing in Latin America with Cooltech—even prohibiting the opening of three new stores in Argentina that Apple had previously approved—until “the performance of existing stores reach the approved business plan and metrics” (the “January 2018 halt”).

59. The email also noted, “CoolTech agreed that [a] big part of the slow performance of the new stores is driven by the fact that credit has been an issue. . . .”

60. Cooltech's money woes were not limited to its stores. As of mid-February 2018, as DeFrancesco, Diaz, Rezk, and Faulkovic were aware, the company owed more than \$75,000 to the landlord for the rental of Cool's corporate offices in Miami.

61. On March 12, 2018, the reverse merger of Cooltech and InfoSonics was finalized and Cool became a publicly-traded company. DeFrancesco, Diaz, and Rezk became Cool's board chairman, CEO, and chief marketing officer, respectively.

62. In connection with the merger, the InfoSonics shares DeFrancesco had purchased for his Nominee Entities became Cool shares. In addition, the Cooltech shares held by the Nominee Entities also became Cool shares, resulting in a large Cool share ownership by the Nominee Entities.

63. Diaz and Rezk also obtained Cool shares in connection with the merger.

II. Cool's Financial Troubles Continued and Further Strained Its Relationship with Apple.

64. Following the merger, Cool continued to be unable to meet obligations to Apple. Cool was habitually past due on its account with Apple, leading Apple to threaten to put Cool's account on hold.

65. In a May 4, 2018 email, for example, a collections manager at Apple informed DeFrancesco, Rezk, and Diaz, "If we don't receive payment today we will be forced to put One Click's account on hold. Please . . . confirm payment of the \$518K that is due."

66. The next day, in a series of emails between DeFrancesco and Rezk pertaining to the Apple collection manager's email, DeFrancesco told Rezk, "They are telling us to [F*ck] off." Rezk replied, "Yes. The relationship is strained because we have not been on time with payments."

67. In a reply email, DeFrancesco indicated to Diaz and Rezk that he would soon "be prepared" to invest \$600,000 to \$1 million more in Cool.

68. In that same May 5, 2018 email conversation, Diaz explained the amount of money DeFrancesco was offering was not enough. Diaz stated, "We are not able to raise money or get a line of credit. . . . We need to look into a deeper strategy."

69. Rezk agreed with Diaz, stating, "Even though paying apple [sic] would help, this would only be a bandaid and We [sic] need to sort out the big picture like being fully bankable and having the proper capital structure to be self sufficient."

70. DeFrancesco replied that he was "working on a \$2.5 to \$4m overall plan for inventory."

71. Further compounding Cool's woes, DeFrancesco, Diaz and Rezk tried unsuccessfully to persuade Apple to lift the January 2018 halt on Cool's expansion in Latin

America, which was Cool's biggest market for Apple stores during the Relevant Period.

72. On June 7, 2018, DeFrancesco sent an email, drafted by Rezk, to a director at Apple responsible for Apple's Latin American operations (the "Apple Director"), and copied Faulkovic. The email claimed that Cool had made progress regarding store operations and inventory levels, that DeFrancesco and his partners had "funded US\$3.7 Million financing last Friday for the company," and that "[t]hese funds are intended to further accelerate and optimize the operation of our current stores as well as potential expansion once Apple is comfortable with our performance."

73. On June 13, 2018, the Apple Director responded to DeFrancesco's email, copying Faulkovic. The Apple Director stated that Apple reviewed "the impact of the initiatives taken by CoolTech" and identified several areas of concern including:

- a. "Inventory deficiencies across all Authorized Locations and key [lines of business]";
- b. "Inventory . . . not sufficient to meet agreed business plans"; and
- c. "Authorized Locations are under-performing against business plans"

74. The Apple Director concluded that, based on these deficiencies, Cool was "far from reaching proposed 'Business Plan' metrics."

75. The Apple Director also attached documentation to his email, supporting Apple's findings regarding Cool's poor performance.

76. DeFrancesco forwarded the Apple Director's June 13 email to Diaz and Rezk.

77. On June 14, 2018, Apple emailed Cool, copying Rezk and others, that "the amount of \$429,709.45 is currently past due" and in addition to that amount Cool would need to pay another \$243,841.76 by June 29. The email further stated that Cool's "overall credit

standing with Apple has already been affected and will continue to deteriorate the longer you wait to clear this past due.”

78. On the same day that Cool received this email from Apple, Cool issued a press release, with the heading “InfoSonics Announces Strategic Name Change to Cool Holdings, Inc.”

79. Notwithstanding the many ominous communications with Apple and the large past due amount, the June 14 press release quoted DeFrancesco:

Effective today our focus is to continue the expansion of **our strong partnership with Apple®**, one of the world’s largest and most iconic brands, and to exploit additional investment and acquisition opportunities of minority and majority interests in other premium retail brands to accelerate profitable growth.

(Emphasis added.)

80. The June 14, 2018 press release also quoted DeFrancesco as saying, “We will continue expanding the retail footprint of our OneClick® branded stores to become the largest authorized reseller of Apple® products and services in the Americas.”

81. On June 27, 2018, the Apple Director emailed DeFrancesco and requested to meet after having not heard from him since the director’s email to DeFrancesco on June 13, 2018.

82. On June 28, 2018, DeFrancesco emailed the Apple Director a message drafted by Rezk, claiming that Cool was making progress and raising the hope of expanding the number of Cool stores in Latin America.

83. On July 4, 2018, DeFrancesco again emailed the Apple Director, stating that Cool was “preparing to forward another cash infusion for expansion.”

84. Faulkovic arranged a call among the Apple Director and others from Apple, DeFrancesco, Rezk, and Diaz for July 16, 2018.

85. Rezk prepared talking points for DeFrancesco for the call, specifically flagging the January 2018 halt as one of the causes of Cool's performance issues.

86. Despite DeFrancesco's pleas to Apple in June and July 2018 to permit Cool to pursue expansion plans, Apple did not agree to lift the halt.

87. While Cool and Apple were communicating in May, June and July 2018 about late payments and Cool's failure to meet business plan metrics, Cool also continued to be late in its rent payments for its corporate offices.

88. When on August 6, 2018 DeFrancesco emailed Diaz about the failure to pay rent, Diaz replied, "Every penny is going to Apple for more inventory to achieve 30 days improvement for [the Apple Director]."

89. On August 20, 2018, Cool issued a press release announcing that it had exercised an option, negotiated in connection with the reverse merger on March 12, 2018, whereby Cool acquired a chain of seven OneClick stores in the Dominican Republic, bringing the total number of Cool-owned stores to 16.

90. The press release also stated that OneClick is "a chain of retail stores and an authorized reseller under Apple® Premium Partner, APR (Apple® Premium Reseller) and AAR MB (Apple® Authorized Reseller Mono-Brand) programs . . ."

91. Rezk forwarded the announcement to the Apple Director on the same day.

92. On August 22, 2018, the Apple Director emailed Diaz and Rezk, replying to Rezk's August 20 email. In connection with Cool's stores in Argentina, the email stated, "[Cool is] not yet delivering the results that we both agreed on in a consistent way. We also continue to have problems with Credit Hold because payments are not received on time There issues create several gaps in the supply chain that do not help us achieve the consistency in the business

we want to see.”

93. With respect to the stores in the Dominican Republic, the email noted that “the stores were without Inventory in store. In many cases [these stores] do not have all the products. Sometimes only low capacity models etc.”

94. Apple also took exception to Cool’s August 20 press release, stating, “As for the press release . . . not all the stores (as you know) in the Dominican Republic are in the program and the press release alludes to the fact that they are. . . . The unauthorized stores do not help the One Click (sic) brand or Apple because they lack the basic elements to achieve the success of the Monobrand program.”

95. Apple’s August 22, 2018 email also set specific terms for lifting the January 2018 halt on Cool’s expansion. Apple stated:

My message to you is as follows. We have to ensure that all stores have consistent inventory, that invoices are paid on time, that the experience is consistently good, and that the stores in the program consistently comply with the program’s guidelines. For us to re-authorize an expansion with One-Click we need this to start happening in a consistent way for a reasonable time and in all stores that already operate in Latin America.

III. DeFrancesco, Rezk, and Diaz Signed False and Misleading SEC Filings from March through September 2018.

96. From March through September 2018, Cool made several materially false and misleading statements in filings with the Commission. These filings also omitted information necessary to make the statements made not materially misleading. For example, while possessing facts to the contrary, Cool projected explosive and imminent growth, including a greatly increased number of stores, and failed to disclose its damaged relationship with Apple and failure to operate existing stores profitably.

97. Cool’s quarterly report on Form 10-Q for the quarter ending March 31, 2018,

filed on May 21, 2018, signed by Diaz, and Cool's quarterly report on Form 10-Q for the quarter ending June 30, 2018, filed on August 14, 2018, also signed by Diaz each stated:

- a. Our goal in the next three (3) years is to expand our network of OneClick stores to 200 locations in Latin America, the U.S. and Canada to become one of Apple's largest retail partners. We expect that our growth will come from a combination of organic expansion on a store-by-store basis, as well as external acquisitions.
- b. [T]he growth of our business is highly dependent upon our relationship with Apple in providing us with the licenses and approvals necessary to expand our footprint into various countries and regions around the world. Apple has very strict performance standards and guidelines that we must achieve and adhere to in order to be successful and continue to receive their support. Consequently, any deterioration of our performance or failure to adhere to their guidelines could jeopardize our strategy and adversely affect our financial performance.
- c. Our sales and profitability depend in part upon opening new stores [selling Apple products] and operating them profitably If we fail to manage new store openings in a timely and cost-efficient manner, our growth or profits may decrease.

98. Each of these statements was incorporated by reference into Cool's Registration Statement, filed on June 15, 2018, and amended August 28 and September 10, 2018, which was signed by Diaz, Rezk and DeFrancesco.

99. The statements, and the SEC filings that contained or incorporated these statements, were false and misleading because Cool omitted the material facts necessary in order to make the statements not misleading, including that:

- a. Apple had halted Cool's Latin American expansion by January 2018, and this halt remained in effect;
- b. Cool had already repeatedly failed to adhere to Apple's guidelines, and Cool's

- failure to adhere to these guidelines was not merely a theoretical possibility;
- c. Cool was unprofitable and had been continually underfunded with dire cash positions and financing prospects; and
 - d. Contrary to Cool's purported expansion plans, Cool did not have a license from Apple to operate in Canada, and had no concrete U.S. expansion plans.

100. At the time that Diaz signed each of these SEC filings, he knew of and understood the dire significance of Apple's halt on Cool's Latin American expansion. Diaz was also aware that public disclosure of the January 2018 halt by Cool could be critically damaging for the company and its stock price. Moreover, Diaz knew that Cool had already failed to meet Apple's performance requirements, and that the existing stores were not operating profitably. Yet he knowingly signed each of these SEC filings. Accordingly, he knew or was reckless in not knowing that the above-mentioned statements, contained or incorporated in Cool's quarterly reports and Registration Statement, were false and misleading.

101. At the time, DeFrancesco and Rezk signed the Registration Statement, they were also aware and understood the significance of the January 2018 halt, that Cool's purported goal of expanding to 200 stores was unattainable and had no basis in reality, that Cool had already failed to meet Apple's performance requirements, and that the existing stores were not operating profitably. Yet they both knowingly signed the Registration Statement. Accordingly, they knew or were reckless in not knowing that the above-mentioned statements, incorporated by reference into the Registration Statement, were false and misleading.

IV. DeFrancesco, Aided by Diaz and Rezk, Orchestrated a Pump and Dump in Mid-September 2018.

102. While DeFrancesco, Diaz, and Rezk were misleading the public about Cool's business and prospects, DeFrancesco (through the Nominee Entities) was preparing for, and

orchestrating, a pump and dump, including by amassing control over nearly one-third of Cool's publicly traded shares.

A. DeFrancesco Created an Infrastructure of Nominee Entities to Facilitate, with Faulkovic's Help, the Clandestine Ownership and Trading of Securities.

103. Even before his association with Cool, DeFrancesco had created numerous entities, including the Nominee Entities, that he could secretly control and use to covertly hold and trade securities that he owned.

104. DeFrancesco structured most of these entities to be nominally headed by Catherine DeFrancesco. His sister and mother were each the nominal head of one Nominee Entity.

105. DeFrancesco controlled all of the Nominee Entities and made all of their business decisions, including their investment and trading decisions.

106. During the Relevant Period, DeFrancesco entrusted Faulkovic to perform numerous tasks to facilitate his secret control of the Nominee Entities.

107. He directed Faulkovic to help open brokerage accounts for Nominee Entities, and to carry out his instructions with respect to the accounts, including wiring funds out of the accounts and ensuring shares were deposited into them.

108. During the Relevant Period, Faulkovic had online access to brokerage accounts for Delavaco and the Children's Trusts.

109. Faulkovic worked with Cool executives to get Cool shares for DeFrancesco transferred into the names of Nominee Entities.

110. Faulkovic also frequently arranged for Catherine DeFrancesco to sign documents pertaining to Nominee Entities.

111. Faulkovic consistently, and exclusively, followed DeFrancesco's instructions with

respect to the cash and securities in the names of the Nominee Entities, even though she knew he was not an officer of these entities, and on paper was not in control of these entities.

B. DeFrancesco Continually Amassed Cool Shares in the Names of the Nominee Entities.

112. Before the March 2018 merger with InfoSonics, DeFrancesco acquired Cooltech shares in connection with his financing of the company, putting the shares in the names of Nominee Entities. When the merger occurred, these shares were converted to shares of Cool, still in the Nominee Entities' names.

113. Similarly, DeFrancesco entered into pre-merger transactions in which he obtained InfoSonics shares in the names of the Nominee Entities that also converted into Cool shares after the merger was finalized, also still in the Nominee Entities' names.

114. Less than a month after the merger, in April 2018, DeFrancesco arranged for Delavaco to obtain a promissory note, in exchange for a \$1 million loan to Cool. The loan was actually financed by funds from three of the Nominee Entities, even though DeFrancesco had the note issued to Delavaco alone.

115. On April 17, 2018, Cool filed a disclosure statement with the SEC relating to this promissory note, disclosing only that the company had entered into a loan transaction with Delavaco, to be evidenced by a note. The statement was materially misleading, as it omitted that the loan agreement was with a related party, that the noteholder was a related party, and that the loan had actually come from a nominee entity controlled by board chairman DeFrancesco.

116. On May 30, 2018, DeFrancesco signed a board resolution approving a debt conversion agreement through which Cool would issue shares in repayment of the April 2018 promissory note, as well as in repayment of other debt held by the Nominee Entities and other noteholders.

117. As a further bonus, the proposed debt conversion agreement, approved by DeFrancesco, provided that the noteholders, including the Nominee Entities, would also receive warrants, entitling them to buy even more shares at an even lower price in the future.

118. In July 2018, DeFrancesco acquired, through Delavaco, additional notes held by another Cool investor.

119. On August 15, 2018, the debt conversion agreement closed. DeFrancesco converted the April 2018 promissory note, the additional notes obtained in July 2018, and other debt held in the name of Nominee Entities. In total, DeFrancesco obtained, in the names of the Nominee Entities, almost a million Cool shares at a below-market price, as well as almost a million warrants that could be exercised at an even lower price.

120. Once again, Cool failed to disclose that Cool and DeFrancesco had engaged in a related party transaction. On August 16, 2018, Cool filed a Form 8-K with the SEC, disclosing the debt conversion transaction, but omitting that numerous nominee entities owned and controlled by board chairman DeFrancesco had benefited.

121. Later in August 2018, the Nominee Entities received more than 65,000 shares in connection with Cool's exercise of its option to acquire OneClick stores in the Dominican Republic.

122. As described in greater detail below, as DeFrancesco was acquiring these shares and Cool was making false and misleading SEC filings, he was planning a fraudulent promotional campaign to drive up Cool's share price.

123. In the lead up to the promotional campaign, at DeFrancesco's instruction, Faulkovic sought to identify every share the Nominees Entities, and thus DeFrancesco, owned, and worked with brokers and transfer agents to remove any restrictive legends, so that

DeFrancesco would be able to sell the Cool shares without delay.

124. On September 13, 2018, Faukovic emailed DeFrancesco with a report and breakdown of the 2,356,427 shares in the names of Nominee Entities, as summarized in the table below.

Nominee Entities' Ownership of Cool shares as of September 13, 2018

Name	Number of Shares
Catherine DeFrancesco ITF [Child A]	157,149
Catherine DeFrancesco ITF [Child B]	157,149
Catherine DeFrancesco ITF [Child C]	157,149
Catherine DeFrancesco ITF [Child D]	157,350
DeFrancesco Motorsports Inc.	5,844
Delavaco	1,131,284
Gorgie	278,741
Marcandy	29,631
Namaste	32,562
Rockstar (including shares held in an account under the name "DSB Capital, Ltd." an entity that had merged into Rockstar)	111,361
NG	135,869
Sunnybrook	2,338
TOTAL:	2,356,427

125. By September 2018, DeFrancesco's holdings represented more than 32% of Cool's outstanding shares.

126. As set forth below, DeFrancesco did not disclose this large position in Cool stock in any SEC filing, notwithstanding that he was legally required to do so.

C. DeFrancesco, Diaz, and Rezk Orchestrated a False Promotional Campaign to Boost the Price of Cool Shares.

127. While DeFrancesco secretly acquired more and more Cool shares, placing them in accounts in the names of the Nominee Entities, he also executed a plan to boost the price of Cool's stock with misleading promotional articles so that he could profitably sell the shares to

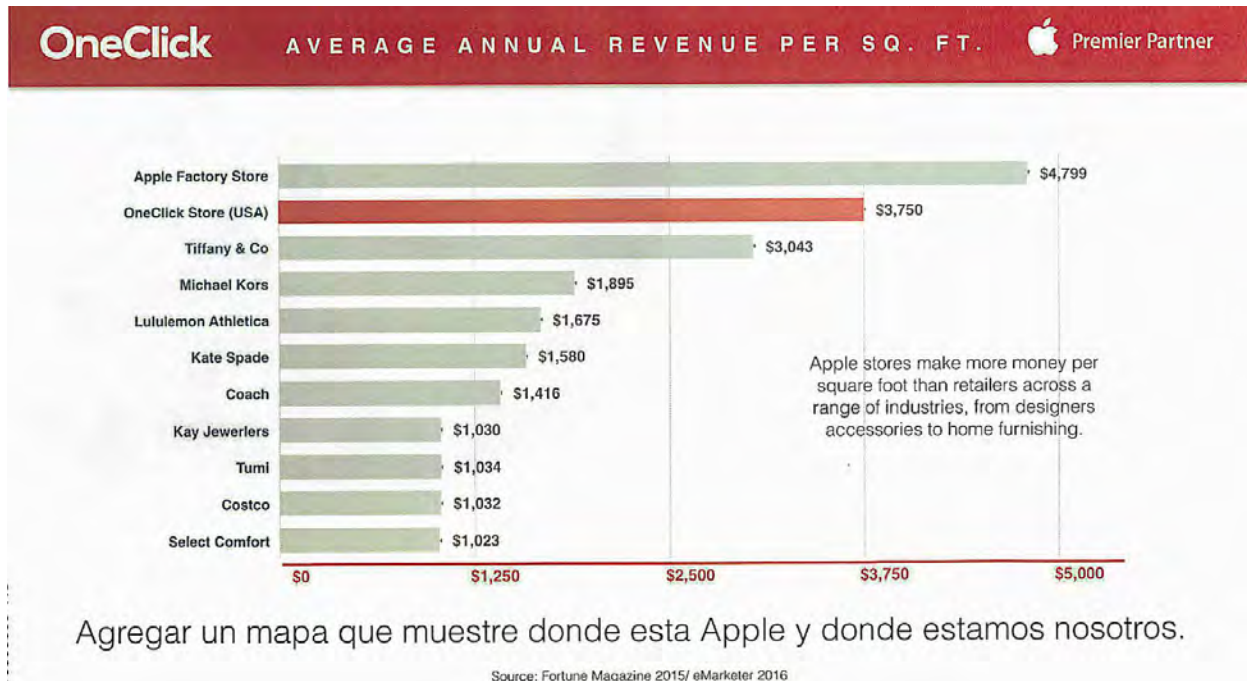
public investors who were deprived of the information that they were buying from a company control person.

128. On June 22, 2018, DeFrancesco hired a known promoter of penny stocks (the “Promoter”) to conduct a promotional campaign for Cool for \$350,000 in cash plus 150,000 shares of Cool’s securities. DeFrancesco directed a Delavaco associate (“Associate A”) to coordinate with Diaz and Rezk on the promotion.

129. On June 25, 2018, Rezk emailed the Promoter a business marketing presentation about Cool along with a “talking points” document, and copied DeFrancesco, Diaz, and Associate A on the email.

130. In these “talking points,” Rezk wrote, “Cool Holdings . . . has the task of becoming Apples [sic] largest . . . retailer in the Americas including Canada, USA and Latin America. The project is very ambitious and aims to have 200 stores by the year 2020.” According to the talking points, this would be accomplished “Via Organic Growth” and “Via Acquisitions.” Rezk wrote, “Apple has trusted OneClick with it’s [sic] growth strategy and we are one the few companies that is expanding aggressively in these three markets.”

131. The business marketing presentation Rezk sent the Promoter stated that Cool's OneClick stores had an average annual revenue per square foot of \$3,750 and outpaced other, major retailers, as reflected in the following excerpt¹:



132. DeFrancesco, Rezk, and Diaz knew this claim was materially false and misleading.

133. Cool's internal revenue estimates were significantly lower for those same stores as of October 2018, ranging from just \$200 in revenue per square foot for a 1,589 square foot store in the Dominican Republic, to a high of \$3,653 in revenue per square foot for a 452 square foot store in Argentina.

134. According to Cool's internal revenue estimates, at that time, the average revenue per square foot across its then 17 stores was \$1,348 and the average square foot size was 1,022

¹ The Spanish sentence as translated into English, upon information and belief, is: "Add a map that shows where Apple is and where we are."

square feet.

135. Based on the business marking presentation, along with conversations with Rezk and press releases Rezk sent the Promoter, the Promoter drafted several articles.

136. On September 4, 2018, the Promoter sent an email to Rezk, DeFrancesco, another Cool director and Associate A, with drafts of two articles “for approval.”

137. The draft articles falsely stated, among other things, that Cool’s existing stores “earn an average of \$3,750 per square foot,” and “The Company is planning 200 stores in the U.S. by 2020. With an average size of 1200 square feet, that’s a revenue stream worth \$900 million.”

138. The Promoter’s email suggested numerous potential headlines, most of which incorporated the baseless \$900 million figure, such as “The \$900 Million Retail Tech that Outdoes Apple,” and “Why is Apple Giving This Tiny Stock a \$900 Million Revenue Stream?”

139. On September 5, 2018, Associate A forwarded the articles to Rezk, who had already received them, and to Diaz, for review and comments. Diaz sent a reply email to DeFrancesco, Associate A, and Rezk, writing, “We have no funding for this. We are a bunch of irresponsible [sic] people if we approve this knowing the amount of outstanding obligations piling up. Please don’t do it.”

140. Rezk replied that day to DeFrancesco, Associate A, and Diaz, stating, “Andrew we cannot afford this. Last time was tough to suggest. We do not have this on our budget.” DeFrancesco responded later that day to Diaz, Rezk, and Associate A, stating, “I will pay for it and take it back out of the financing.”

141. On September 6, 2018, Associate A emailed Rezk, the Promoter, DeFrancesco, and Faulkovic, and asked Rezk to “confirm your edits are final.” Associate A also wrote, “I have

included Nikki [Faukovic] on this chain. She will be send [sic] funds so pls send her wire details.” Rezk responded: “Yup...mine are final...Unless [Diaz] or [DeFrancesco] have anything to add.”

142. On September 10, 2018, the Promoter sent an email to Rezk and Associate A with the subject line “Lawyers Feedback on Cool Holdings – Urgent,” stating that “it is critical that you have support that confirms” several claims in the draft articles, including, “Cool Holdings plans to roll out 200 boutique stores by 2020,” and “the \$3,750 per square foot figure.” Associate A forwarded the email to Diaz.

143. On September 11, 2018, Rezk sent a reply email to the Promoter, copying Diaz and Associate A, stating, among other things, “We have shared this information with our vendors, customers and investors in [sic] multiple occasions . . . Having said this, we have not placed [the business marketing plan] on our website because of the implications of posting it.”

144. Rezk’s email further stated, as to the representation that Cool planned to roll out 200 stores by 2020, that this statement has “implications because of the cash requirements to get there.”

145. On September 11, 2018, the Promoter again emailed Rezk, copying Diaz, further inquiring about the \$3,750 per square foot figure. The email stated, in part:

This is the figure that is driving our projections of potentially \$900 million in revenue, which is repeated throughout all of our articles.

If the \$3,750 per square foot figure only applies to the 2 or 3 stores in Florida (I note that the graphic refers to OneClick USA), then there is no basis to use that same figure for the 240 planned stores in Latin America. Thus, there would be no basis for a \$900 million potential revenue projection.

Could you please provide the backup for this as soon as possible.

Sorry to be a pain – I know all of this is tedious – but we just want

to keep both of us safe from an [sic] possible problems down the road.

146. On September 12, 2018, Rezk replied to the Promoter, copying Diaz and Associate A, “the 3750 figure applies to all stores it is an average per store.”

147. On September 12, 2018, the Promoter sent five articles to Rezk, Diaz, DeFrancesco, and Associate A to authorize for publication. The Promoter also asked Rezk for “the updated presentation following my mail from yesterday? My lawyer really needs this to keep us all safe.”

148. Rezk responded with one change unrelated to the \$3,750 number on September 12, 2018.

149. The Promoter then sent the articles back and wrote to Rezk, copying Diaz, DeFrancesco, and Associate A, and asked, “Could you please review and let us know if we are good to go?” Rezk replied on September 12, 2018, in an email to the Promoter, also copying Diaz, DeFrancesco, and Associate A, “Looks good.”

150. On September 16, 17, and 19, 2018, the promotional articles were published online.

151. The headlines of the articles were also false and misleading. These headlines included: “Small NASDAQ Company Just Got a Huge \$900 Million Opportunity from Apple” and “Why is Apple Giving This Tiny Stock a \$900 Million Opportunity.”

152. The \$900 million figure was derived by combining several false data points that Rezk had provided, including the false \$3,750 per square foot revenue number, the false projection of growth to 200 stores, and the false 1,200 square feet size per store.

153. Each article also included the false statements that Rezk had supplied and confirmed to the Promoter about Cool’s revenue per square foot, including: “Cool Holdings . . .

and its all-Apple stores already earn an impressive \$3,750 in revenue per single square foot.

That's more than Tiffany & Co., more than Michael Kors—and way more than Costco.”

154. At least two of the articles also included the following false and misleading statement:

You might not have heard of them yet, but in the next couple of years, you will – when the hundreds of expected Cool Holdings-owned OneClick stores selling Apple products rise up and one day potentially turn into 1,000, from as far North as Canada to the southernmost tip of Latin America.

This statement was misleading because the articles failed to disclose that Cool had insufficient operating capital and that Apple had already halted Cool's expansion and they had no license to operate Apple stores in Canada.

155. The articles included numerous other baseless assertions. One of the articles, for example, falsely claimed Apple was giving Cool “a taste of its hugely profitable real estate segment.” This assertion was in the draft article that Rezk, Diaz, and DeFrancesco received for final approval.

156. Another article stated that Cool's stores were so successful, they were “even closing in on Apple-owned stores,” falsely suggesting that Cool stores were becoming even more profitable beyond the false numbers provided in the article. This baseless assertion was also contained in the draft articles that Rezk, Diaz, and DeFrancesco received for final approval.

157. The articles also contained false disclaimers stating that Cool had paid \$415,000 over four months for the promotional campaign. In reality, DeFrancesco had paid for the promotional campaign.

158. DeFrancesco intentionally concealed that he was funding the articles because at the time of the articles he was Cool's board chairman and he was planning to immediately sell a

substantial number of Cool shares that he had surreptitiously acquired and secretly held in accounts in the names of Nominee Entities.

159. The secret funding of the promotion was facilitated by Faulkovic. She forwarded the promoter's invoice for \$350,000 to another Delavaco employee, copying DeFrancesco, noting that the invoice was "made out to Cool Holdings Inc. for USD \$350k Delavaco is funding it."

160. In the same email thread, Faulkovic further clarified that "I spoke to Andy [DeFrancesco] and this will be paid from [Nominee Entity] Sunnybrook Preemie Investments Inc. Canada – treated as a loan but no formal paperwork."

161. That same day, DeFrancesco authorized a \$200,000 wire out of Delavaco's account into Sunnybrook's account.

162. In addition to funneling the cash portion of the Promoter's fee through Sunnybrook, DeFrancesco also transferred 150,000 Cool shares to the promoter from another Nominee Entity, GT Capital.

D. The Promotional Campaign Was Abruptly Halted, After the Promotional Articles Came to Apple's Attention.

163. On September 19, 2018, Apple's Legal Director for Latin America spoke with Rezk and followed up by email attaching a link to one of the promotional articles, demanding "written confirmation from Cool Holdings that Cool Holdings and its affiliates will . . . not do anything like this paid advertising again."

164. After the call with Apple's Legal Director, Rezk emailed DeFrancesco and Diaz on September 19, 2018 stating that Cool was risking its contract with Apple "because of the paid campaign."

165. On September 21, 2018, Rezk sent Apple the requested confirmation signed by

DeFrancesco, copying DeFrancesco and Diaz. No further articles were published after that date.

However, Cool did not issue any retraction or correction.

166. On September 27, 2018, Apple notified Cool by email that “Apple will not approve Reseller’s requests for further expansion of its Authorized Locations [in Latin America] in view of the poor business metrics of the existing One Click stores evidenced during the last 24 months, such as . . . One Click stores [being] at 30% of the agreed business cases,” and Cool utilizing 90% to 100% of its credit line “with multiple halts, affecting supply and therefore performance.”

E. DeFrancesco Sold More Than 500,000 Cool Shares Into the Inflated Market the Week of the Paid Promotion.

167. Cool’s share price and trading volume jumped significantly during and following the promotional campaign. Cool’s closing price, on September 14, 2018, prior to the publication of the promotional articles, was \$4.5960 and the trading volume of Cool shares was 211,413.

168. On September 17, 2018, after the publication of the fraudulent articles began, Cool’s closing price jumped over 50% to \$7.02 and the trading volume increased about 30-fold to 6,636,314. The closing price nearly quadrupled to \$18.25 on September 21, with trading volume up 50-fold to 10,247,992, compared to the September 14 figures.

169. The chart below illustrates the impact of DeFrancesco’s paid promotion of Cool during September 2018:



170. From September 17 to September 20, 2018, while the fraudulent promotion was occurring, accounts in the names of the Nominee Entities sold more than 500,000 Cool shares for proceeds of nearly \$3.5 million.

171. By the end of 2018, accounts in the names of the Nominee Entities had sold about 1.6 million shares for proceeds in excess of \$8 million.

172. DeFrancesco sold into the inflated market while knowingly or recklessly disregarding that there were materially misleading statements in Cool's SEC filings, and that the promotional articles that he funded were false.

V. Following the Promotional Campaign, Diaz and Rezk Signed More SEC Filings with Material Misstatements and Omissions.

173. From November 2018 through May 2019, Cool continued to repeat the false and misleading statements and continued to omit information necessary to make the statements made in its SEC filings not materially misleading, including by projecting growth, including increased number of stores, and failing to disclose Cool's damaged relationship with Apple and its failure

to operate existing stores profitably, while continuing to possess facts to the contrary, and despite further warnings from Apple.

174. Cool's quarterly report on Form 10-Q for the quarter ending on September 30, 2018, filed on November 14, 2018 (the "September 2018 10-Q"), signed by Diaz, like the earlier SEC filings stated:

Our goal in the next three (3) years is to expand our network of OneClick stores to 200 locations in Latin America, the U.S. and Canada to become one of Apple's largest retail partners. We expect that our growth will come from a combination of organic expansion on a store-by-store basis, as well as external acquisitions.

175. The September 2018 10-Q, Cool's annual report for 2018 on Form 10-K, filed with the SEC on April 16, 2019("the 2018 Annual Report"), signed by Diaz and Rezk; and Cool's quarterly report on Form 10-Q for the period ending March 31, 2019, filed on May 15, 2019, signed by Diaz also each stated:

- a. [T]he growth of our business is highly dependent upon our relationship with Apple in providing us with the licenses and approvals necessary to expand our footprint into various countries and regions around the world. Apple has very strict performance standards and guidelines that we must achieve and adhere to in order to be successful and continue to receive their support. Consequently, any deterioration of our performance or failure to adhere to their guidelines could jeopardize our strategy and adversely affect our financial performance.
- b. Our sales and profitability depend in part upon opening new stores [selling Apple products] and operating them profitably If we fail to manage new store openings in a timely and cost-efficient manner, our growth or profits may decrease.

176. The statements, and the SEC filings that contained these statements, were false and misleading because Cool omitted the material facts necessary in order to make the

statements not misleading, including that:

- a. Apple had halted Cool's Latin American expansion in January 2018, and this remained in effect;
- b. Cool had already failed to adhere to Apple's guidelines, and Cool's failure, repeatedly, to adhere to these guidelines was not merely a theoretical possibility;
- c. Cool was unprofitable and had been continually underfunded with dire cash positions and financing prospects;
- d. Contrary to Cool's purported expansion plans, Cool did not have a license from Apple to operate in Canada, and had no concrete U.S. expansion plans.

177. At the time that Diaz signed each of these SEC filings, he was aware and understood the dire significance of Apple's halt on Cool's Latin American expansion. Diaz was also aware that public disclosure of this fact by Cool could be critically damaging for the company and its stock price. Moreover, Diaz knew that Cool had already failed to meet Apple's performance requirements, and that the existing stores were not operating profitably. Yet he knowingly signed the filings that omitted this information. Accordingly, he knew or was reckless in not knowing that the above-mentioned statements were false and misleading.

178. At the time Rezk signed the 2018 Annual Report, he also knew and understood the significance of the January 2018 halt, that Cool's growth goals were unattainable and had no basis in reality, that Cool had already failed to meet Apple's performance requirements, and that the existing stores were not operating profitably. Accordingly, he knew or was reckless in not knowing that the above-mentioned statements were false and misleading. Yet he knowingly signed the filing that omitted this information.

VI. Rezk and Diaz Sold Cool Shares.

179. Both Diaz and Rezk left their employment with Cool in June 2019.

180. Diaz and Rezk sold Cool's shares between September 6, 2019 and October 23, 2019.

181. Rezk sold approximately 777,704 Cool shares for proceeds of about \$922,000.

182. Diaz sold approximately 591,034 Cool shares for proceeds of about \$838,000.

183. At the time Diaz and Rezk sold Cool's shares, the company had not corrected or retracted the above-described materially false and misleading claims in the SEC filings and promotional articles, filed or disseminated while Diaz and Rezk were officers of Cool.

184. At the time Diaz and Rezk sold these Cool shares, they knew, or were reckless in not knowing, that the publicly available information about Cool, including in Cool's SEC filings was materially false and misleading.

VII. Faulkovic Sold Cool Shares.

185. Between June 14, 2018 and December 31, 2018, Faulkovic sold at least 2,629 Cool shares for proceeds of \$10,385.

186. At the time she sold Cool shares, Faulkovic was aware of Cool's precarious business relationship with Apple, including the January 2018 halt and Cool's difficulty even paying rent on its corporate offices.

187. Faulkovic was also aware that DeFrancesco paid for the fraudulent promotion in September 2018, even though the articles stated that they were funded by Cool.

188. She also knew that DeFrancesco had paid for the promotion through a Nominee Entity.

189. Faulkovic knew that DeFrancesco owned and controlled the shares in the accounts

of the Nominee Entities, and throughout 2018 she assisted DeFrancesco in maintaining the fiction that he did not own shares.

190. Faulkovic sold the Cool shares while she was aware of, and substantially assisting aspects of DeFrancesco's fraudulent scheme.

VIII. DeFrancesco and Catherine DeFrancesco Lied to Auditors, Aided by Faulkovic.

191. In December 2018, Cool's auditor resigned and a new auditor was engaged in early 2019. In order to approve Cool's 2018 audit, the new auditor required documentation from Cool that DeFrancesco had no control or influence over, or beneficial ownership in, Delavaco.

192. The auditors prepared written confirmations for both DeFrancesco and Catherine DeFrancesco to sign and sent the confirmations to a Cool officer who forwarded them to Faulkovic who "has agreed to coordinate getting the signatures from both of them."

193. Notwithstanding DeFrancesco's complete control and influence over Delavaco, both DeFrancesco and Catherine Francesco signed the confirmations, dated March 19, 2019, stating that DeFrancesco did not have control, influence or beneficial ownership in Delavaco.

194. The confirmation that Catherine DeFrancesco signed falsely represented to the auditor that:

- a. "Andrew A. DeFrancesco ('Mr. DeFrancesco') has no ownership interest or right to obtain ownership interest in Delavaco Holdings, Inc. or any other related company that transacted business with Cool Holdings, Inc. ('The Delavaco Group')."
- b. "Mr. DeFrancesco is not involved in the management or directorship of The Delavaco Group."

- c. “Mr. DeFrancesco does not have the ability to influence or control the decision making of The Delavaco Group”.
- d. “Mr. DeFrancesco does not have an ability to influence or control [Catherine DeFrancesco’s] decision making as it pertains to the operations The Delavaco Group.”

195. The confirmation that DeFrancesco signed falsely represented to the auditor that:

- a. “[He has] no ownership interest or right to obtain ownership interest in Delavaco Holdings, Inc. or any other related company that transacted business with Cool Holdings, Inc. (‘The Delavaco Group’).”
- b. “[He is] not involved in the management or directorship of The Delavaco Group.”
- c. “[He does] not have the ability to influence the decision making of The Delavaco Group.”
- d. “[He does] not have an ability to influence or control the decision making of Catherine DeFrancesco as it pertains to the operations of The Delavaco Group.”

196. Cool’s auditors did not identify transactions with Delavaco as related party transactions, and these related party transactions with Delavaco were therefore not disclosed to investors, because DeFrancesco and Catherine DeFrancesco signed these false confirmations.

197. Faulkovic assisted DeFrancesco in this deception. Faulkovic, as DeFrancesco’s assistant at Delavaco, knew or recklessly disregarded that DeFrancesco, and not Catherine DeFrancesco, controlled the Nominee Entities. Faulkovic also knew or recklessly disregarded that DeFrancesco made all decisions for Delavaco.

198. Faulkovic carried out DeFrancesco's instructions regarding payments from Delavaco and managed Delavaco's brokerage accounts at DeFrancesco's direction, and nonetheless arranged for DeFrancesco and Catherine DeFrancesco to sign false confirmations for the auditor, disavowing DeFrancesco's control of Delavaco.

199. On March 20, 2019, Cool's CFO emailed Faulkovic for her help in organizing a call between the auditors and Catherine DeFrancesco regarding the confirmation that Catherine DeFrancesco had signed.

200. On March 21, 2019, Faulkovic emailed Catherine DeFrancesco, copying DeFrancesco: "the Cool auditors need to have a call with you discussing [the confirmation]. . . . It's simply confirming all the points on the document – but I can walk you through it first."

201. Faulkovic spoke with Catherine DeFrancesco on March 22, 2019, prior to Catherine DeFrancesco's call with the auditors. Faulkovic coached Catherine DeFrancesco to say that DeFrancesco had no control or influence over, or beneficial ownership in Delavaco.

202. While on the call with Faulkovic, Catherine DeFrancesco took notes of the points Faulkovic instructed her to make on the call with the auditor including that "Andy has nothing in Delavaco Holdings"; that DeFrancesco is not involved "in anything delavaco group"; that she and DeFrancesco are divorced; and that she is president of Delavaco.

203. While on the phone with Catherine DeFrancesco, and walking her through the upcoming call with the auditor, Faulkovic emailed Catherine DeFrancesco the confirmation that she had signed, as a further reminder of the representations Catherine DeFrancesco needed to make.

204. Faulkovic knew or recklessly disregarded that these representations were false.

IX. DeFrancesco Offered and Sold Securities to the Public in Violation of Section 5.

205. DeFrancesco arranged for the Nominee Entities to acquire Cool shares directly from Cool in unregistered transactions and those shares were thus “restricted,” meaning that they could not be resold absent registration or pursuant to an exemption from registration.

206. The Nominee Entities and Cool were under the common control of DeFrancesco, who was a control person of the issuer, Cool, making the shares held in the name of the Nominee Entities “control shares” as well as restricted shares.

207. In 2018, DeFrancesco, as part of the conduct described above, used means of interstate commerce to orchestrate the offer and sale of over a million Cool shares to the public.

208. No registration statement was filed or was in effect with the Commission for any of DeFrancesco’s 2018 sales of Cool shares through the Nominee Entities.

209. When DeFrancesco directed the sales of Cool shares from accounts held in the name of the Nominee Entities, the brokers sold for the issuer’s control person in unregistered transactions in a public distribution.

210. The brokers were underwriters, and the resulting transactions violated Section 5.

211. DeFrancesco’s offers and sales through his Nominee Entities did not qualify for the registration exemption under Securities Act Section 4(a)(1), which exempts transactions by any person other than an issuer, underwriter or dealer.

212. DeFrancesco also could not rely upon the Securities Act Rule 144 “safe harbor” exemption for sales by control persons because his sales exceeded the volume limitations of Rule 144(e).

213. As a Cool affiliate, under the safe harbor provisions of Rule 144, DeFrancesco was subject to a volume restriction of about 467,715 shares, based on Cool’s average weekly

trading volume. By selling more than 1.6 million shares from mid-September 2018 through December 2018, DeFrancesco exceeded the limit by more than 1.1 million shares.

X. DeFrancesco Failed to Make Required Filings with the SEC and C. DeFrancesco filed a False Schedule 13G Beneficial Ownership Report.

A. DeFrancesco Failed to File Schedule 13D Beneficial Ownership Reports

214. DeFrancesco was legally required to file with the SEC a Schedule 13D beneficial ownership report pursuant to Section 13(d) of the Exchange Act and Rule 13d-1 thereunder to the extent he was the beneficial owner of greater than five percent of Cool's common stock.

215. DeFrancesco, the DeFrancesco Nominees and Catherine DeFrancesco acted as a group under "common control" of DeFrancesco for purposes of acquiring, holding, and ultimately disposing of Cool shares.

216. By no later than August 15, 2018, DeFrancesco beneficially owned, in the names of Nominee Entities, more than 10% of Cool's outstanding shares at that time.

217. As of September, 2018, the Nominee Entities owned more than 32% of the outstanding Cool shares.

218. Notwithstanding DeFrancesco's control over the Nominee Entities, and the huge combined holdings of these entities, DeFrancesco failed to file a Schedule 13D with the Commission.

B. Catherine DeFrancesco Filed a False Schedule 13G Beneficial Ownership Report.

219. On September 11, 2018, Delavaco filed with the SEC a Schedule 13G beneficial ownership report, signed by Catherine DeFrancesco, disclosing its ownership of 650,844 shares of Cool as of August 31, 2018.

220. That filing failed to identify, as legally required, DeFrancesco as the beneficial

owner of Delavaco's Cool shares.

221. That filing also did not identify, as legally required, other Nominee Entities—many of which were also nominally headed by Catherine DeFrancesco—that also held Cool securities, and that were under the common control of DeFrancesco.

XI. DeFrancesco Failed to File Beneficial Ownership Reports on Form 4 in Violation of Section 16(a) and Rule 16a-3 thereunder.

222. As a director of Cool, DeFrancesco was required to file reports with the Commission—including a Form 4—pursuant to Exchange Act Section 16(a) and Rule 16a-3 thereunder which require certain directors and officers, and persons who beneficially own more than 10% of a registered class of a company's equity securities, to file reports of ownership and changes in ownership with the Commission.

223. By no later than August 15, 2018, DeFrancesco acquired more than 10% of a registered class of Cool's equity securities at least as of August 15, 2018.

224. DeFrancesco failed to make the required filing on Form 4 disclosing his ownership of these shares or his sales of Cool shares through the Nominee Entities.

FIRST CLAIM FOR RELIEF
(Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder)
(Against DeFrancesco, Diaz and Rezk)

225. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

226. By engaging in the acts and conduct described in this Complaint, DeFrancesco, Diaz and Rezk, directly or indirectly, singly or in concert, in connection with the purchase or sale of securities and by the use of means or instrumentalities of interstate commerce, or the mails, or the facilities of a national securities exchange, knowingly or recklessly: (i) employed one or more devices, schemes, or artifices to defraud; (ii) made one or more untrue statements of a

material fact or omitted to state one or more material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and/or (iii) engaged in one or more acts, practices, or courses of business which operated or would operate as a fraud or deceit upon any person.

227. By reason of the foregoing, DeFrancesco, Diaz and Rezk, directly or indirectly, singly or in concert, violated, and unless enjoined, will continue to violate Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

SECOND CLAIM FOR RELIEF
(Violations of Section 17(a) of the Securities Act)
(Against DeFrancesco)

228. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

229. By engaging in the acts and conduct described in this Complaint, DeFrancesco, directly or indirectly, in the offer or sale of securities and by use of the means or instruments of transportation or communication in interstate commerce or the mails: (1) knowingly or recklessly employed one or more devices, schemes, or artifices to defraud; (2) knowingly, recklessly or negligently obtained money or property by means of one or more untrue statements of a material fact or omissions of a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or (3) knowingly, recklessly or negligently engaged in one or more transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchaser.

230. By reason of the foregoing, DeFrancesco, directly or indirectly, violated, and unless enjoined, will continue to violate Sections 17(a)(1)-(3) of the Securities Act [15 U.S.C. §§ 77q(a)(1)-(3)].

THIRD CLAIM FOR RELIEF
(Violations of Sections 17(a)(1) and (3) of the Securities Act)
(Against Diaz and Rezk)

231. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

232. By reason of the conduct described above, Diaz and Rezk, directly or indirectly, in the offer or sale of securities and by use of the means or instruments of transportation or communication in interstate commerce or the mails: (i) knowingly or recklessly employed one or more devices, schemes, or artifices to defraud; and/or (ii) knowingly, recklessly or negligently engaged in one or more transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchaser.

233. By reason of the conduct described above, Diaz and Rezk, directly or indirectly, violated, and unless enjoined, will continue to violate Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)].

FOURTH CLAIM FOR RELIEF
(Violations of Sections 5(a) and 5(c) of the Securities Act)
(Against DeFrancesco)

234. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

235. DeFrancesco, directly or indirectly violated Sections 5(a) and 5(c) of the Securities Act, by: (i) making use of the means or instruments of transportation or communication in interstate commerce or of the mails to sell such securities, through the use or medium of a prospectus or otherwise, or (ii) to carry or cause to be carried through the mails or in interstate commerce, by any means or instruments of transportation, any such security for the purpose of sale or for delivery after sale, securities as to which no registration statement was in

effect; and (iii) by making use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy, through the use or medium of a prospectus or otherwise, any security as to which no registration statement had been filed.

236. By reason of the conduct described above, DeFrancesco, directly or indirectly, violated, and unless enjoined, will continue to violate Sections 5(a) and (c) of the Securities Act [15 U.S.C. §§ 77e(a) and (c)].

FIFTH CLAIM FOR RELIEF
(Violations of Section 13(d) of the Exchange Act and Rule 13d-1(a) Thereunder)
(Against DeFrancesco and Catherine DeFrancesco)

237. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

238. During the Relevant Period, the stock of Cool was a security under Section 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)].

239. During the Relevant Period, Cool had equity securities that were registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l].

240. Pursuant to Section 13(d)(1) of the Exchange Act [15 U.S.C. § 78m(d)(1)] and Rule 13d-1(a) thereunder [17 C.F.R. § 240.13d-1(a)], persons who directly or indirectly acquire beneficial ownership of more than 5% of a Section 12-registered class of equity securities are required to file a Schedule 13D, or, in limited circumstances, a Schedule 13G. Section 13(d)(3) of the Exchange Act [15 U.S.C. § 78m(d)(3)] states that “act[ing] as a ... group” in furtherance of acquiring, holding, or disposing of equity securities is enough to establish the group as a single “person.” When a group is required to make a Schedule 13D filing, that group must “identify all members of the group.”

241. By engaging in the acts and conduct described in this Complaint, DeFrancesco

and Catherine DeFrancesco were each under an obligation to file with the Commission true and accurate reports with respect to their ownership of Cool securities, and failed to do so.

242. By reason of the foregoing, DeFrancesco and Catherine DeFrancesco violated, and unless enjoined, will continue to violate Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)] and Rule 13d-1(a) thereunder [17 C.F.R. § 240.13d-1(a)].

SIXTH CLAIM FOR RELIEF
(Violations of Section 16(a) of the Exchange Act and Rule 16a-3 Thereunder)
(Against DeFrancesco)

243. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

244. During the Relevant Period, the stock of Cool was each a security under Section 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)].

245. During the Relevant Period, Cool had equity securities that were registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l].

246. As a director of Cool and having acquired more than 10% of a registered class of Cool's equity securities, DeFrancesco failed to timely and accurately file Form 4 reports of ownership and changes of ownership with the Commission as required.

247. By reason of the foregoing, DeFrancesco violated, and unless enjoined, will continue to violate Section 16(a) of the Exchange Act [15 U.S.C. § 78p(a)], and Rule 16a-3 thereunder [17 C.F.R. § 240.16a-3].

SEVENTH CLAIM FOR RELIEF
(Aiding and Abetting Violations of Securities Act Sections 17(a)(1) and (3)
(Against Diaz, Rezk and Faulkovic)

248. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

249. By engaging in the acts and conduct described in the Complaint, DeFrancesco violated Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)].

250. Diaz, Rezk and Faulkovic knowingly or recklessly provided substantial assistance to DeFrancesco in his violations of Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)].

251. By reason of the foregoing, Diaz, Rezk and Faulkovic are liable pursuant to Section 15(b) of the Securities Act [15 U.S.C. § 77o(b)] and Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)] for aiding and abetting DeFrancesco's violations of Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and (3)], and unless enjoined, will continue to aid and abet these violations.

EIGHTH CLAIM FOR RELIEF
(Aiding and Abetting Violations of Exchange Act Section 10(b) and
Rules 10b-5(a) and (c) Thereunder)
(Against Diaz, Rezk and Faulkovic)

252. The Commission realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 224 of this Complaint.

253. By engaging in the acts and conduct described in the Complaint, DeFrancesco violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

254. Diaz, Rezk and Faulkovic knowingly or recklessly provided substantial assistance to DeFrancesco in his violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)].

255. By reason of the foregoing, Diaz, Rezk and Faulkovic are liable pursuant to Section 15(b) of the Securities Act [15 U.S.C. § 77o(b)] and Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)] for aiding and abetting DeFrancesco's violations of Section 10(b) of the

Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. §§ 240.10b-5(a) and (c)], and unless enjoined, will continue to aid and abet these violations.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court enter a Final Judgment:

- A. Permanently enjoining DeFrancesco, his agents, servants, employees and attorneys, and those persons in active concert or participation with him, from violating, directly or indirectly, Sections 5(a) and 5(c) and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e(c) and 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];
- B. Permanently enjoining Diaz and Rezk, their agents, servants, employees and attorneys, and those persons in active concert or participation with them, from violating, directly or indirectly, Sections 17(a)(1) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and 77q(a)(3)], and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];
- C. Permanently enjoining Faulkovic, her agents, servants, employees and attorneys, and those persons in active concert or participation with her, from violating, directly or indirectly, Sections 17(a)(1) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) and 77q(a)(3)], and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and 10b-5(c) thereunder [17 C.F.R. §§ 240.10b-5(a) and 240.10b-5(c)];
- D. Permanently enjoining DeFrancesco and Catherine DeFrancesco, their agents, servants, employees and attorneys, and those persons in active concert or

participation with them from violating Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)] and Rule 13d-1(a) thereunder [17 C.F.R. § 240.13d-1(a)];

- E. Permanently enjoining DeFrancesco, his agents, servants, employees and attorneys, and those persons in active concert or participation with him from violating Section 16(a) of the Exchange Act [15 U.S.C. § 78p(a)] and Rule 16a-3 thereunder [17 C.F.R. § 240.16a-3];
- F. Ordering DeFrancesco, Diaz, Rezk, and Faukovic to disgorge, with prejudgment interest, all ill-gotten gains obtained by reason of the unlawful conduct alleged in this Complaint pursuant to Sections 21(d)(3), 21(d)(5) and 21(d)(7) of the Exchange Act [15 U.S.C. §§ 78u(d)(3), 78u(d)(5) and 78u(d)(7)];
- G. Ordering the Defendants to pay civil monetary penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)];

- H. Permanently prohibiting DeFrancesco, Diaz and Rezk from serving as an officer or director of any company that has a class of securities registered under Section 12 of the Exchange Act [15 U.S.C. § 78l] or that is required to file reports under Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)]; and
- I. Granting such other and further relief as this Court may deem just and proper.

Dated: January 6, 2023
New York, New York

By: /s/ Thomas P. Smith, Jr.
Thomas P. Smith, Jr.
Michael D. Paley
Hane L. Kim
Pascale Guerrier
Katherine S. Bromberg
Danielle Srouer
Attorneys for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
New York Regional Office
100 Pearl Street, Suite 20-100
New York, New York 10004-2616
(305) 982-6301 (Guerrier)
Email: GuerrierP@sec.gov

O'Sullivan, Maura

From: Andrew Rudensky <ar@delavaco.com>
Sent: June 18, 2019 12:07 PM
To: lsalvatori@ansonfunds.com
Subject: call re sol transfer

hi laura - could you pls give me a call
416-666-9788

Get [Outlook for iOS](#)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Plaintiffs

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4 AND OTHER PERSONS UNKNOWN

Defendants

AFFIDAVIT OF ATTEMPTED SERVICE

I, **LEO PEREIRA**, of the City of Caledon East, in the Regional Municipality
of Peel, in the Province of Ontario;

MAKE OATH AND SAY:


1. I am an agent for Donaldson Law Clerk Services Ltd. and as such have personal knowledge of the matters hereinafter deposed to.
2. On December 9, 2022, I was given a copy of the 2 Volume Motion Record (returnable January 25, 2023) and an endorsement of the Honourable Justice Osborne dated December 8, 2022 from Davies Ward Phillips and Vineberg LLP with instructions to serve same on Andrew Rudensky at 4328 Clubview Drive, Burlington, Ontario.
3. On December 9, 2022, at approximately 8:25 p.m., I attended at the above address and received no answer at the front door. There was a vehicle parked in the driveway bearing Ontario plate number, CLDV 260.
4. On December 11, 2022, at approximately 4:10 p.m. I re-attended at the above address and again received no answer. There was a vehicle parked in the driveway bearing Ontario plate number AFEK 049.

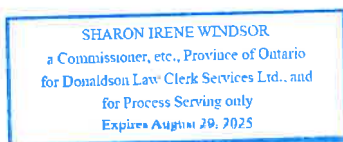
...2

A576

5. On December 12, 2022, at approximately 1:00 p.m. I re-attended at the above address and spoke to an adult female who advised me that there is no Andrew living here and that she has lived here for 23 years.
6. On December 15, 2022, I was provided with the last known address recorded with the Ministry of Transportation for Andrew Rudensky being 1107 Melvin Avenue, Oakville, Ontario.
7. On December 16, 2022, at approximately 3:35 p.m. I attended at 1107 Melvin Avenue, Oakville and was advised by an adult female Chinese woman that there is no Andrew Rudensky residing here.
8. I was advised by my associate, Crystal Simpson and I do verily believe that Mr. Rudensky was served in July 2022 at the 4328 Clubview Drive, Burlington, Ontario address by leaving a copy of the Fresh as Amended Statement of Claim with a Bruce Chapman who advised that Andrew Rudensky was not home at the time and that Bruce Chapman is listed as a current owner in Teraview of this address as of December 16, 2022 and that the vehicle bearing Ontario plate number CLDV 260 was also on the premises back in July 2022 and that it belongs to Bruce Chapman.
9. I make this affidavit to show the attempts at personal service and for no other reason.

SWORN BEFORE ME at the
City of Toronto this 9th day
of January, 2023


Commissioner for taking affidavits




LEO PEREIRA

ANSON ADVISORS INC. et al.
Plaintiffs

-and- STAFFORD et al.
Defendants

Court File No. CV-20-00653410-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ATTEMPTED SERVICE

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Matthew Milne-Smith (LSO# 44266P)
Andrew Carlson (LSO# 58850N)
Maura O'Sullivan (LSO# 77098R)
Tel: 416.863.0900

BENNETT JONES LLP
155 Wellington Street West
37th Floor
Toronto ON M5V 3J7

Robert W. Staley (LSO #27115J)
Douglas A. Fenton (LSO #750011)
Dylan H. Yegendorf (LSO #85016M)
Tel: 416.863.1200

Lawyers for the Plaintiffs (Defendants to the
Counterclaim), Anson Advisors Inc., Anson Funds
Management LP, Anson Investments Master Fund LP
and Moez Kassam

ANSON ADVISORS INC. et al.
Plaintiffs

-and- STAFFORD et al.
Defendants

Court File No. CV-20-00653410-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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TORONTO

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DAVIES WARD PHILLIPS & VINEBERG LLP
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Dylan H. Yegendorf (LSO #85016M)
Tel: 416.863.1200

Lawyers for the Plaintiffs (Defendants to the
Counterclaim), Anson Advisors Inc., Anson Funds
Management LP, Anson Investments Master Fund LP
and Moez Kassam

O'Sullivan, Maura

From: Milne-Smith, Matthew
Sent: January 5, 2023 11:44 AM
To: andrew.rudensky@gmail.com
Cc: Kevin Richard; Bethanie Pascutto; Won J. Kim; Aris Gyamfi; Megan B. McPhee (mbm@complexlaw.ca); Rob Staley; Carlson, Andrew
Subject: Motion for Default Judgment against you
Attachments: Letter to Rudensky.pdf; CV-20-00653410-00CL Anson Advisors v Stafford Endorsement Dec 8 22.pdf

Dear Mr. Rudensky,

Further to the direction of Justice Osborne I attach his endorsement fixing January 25, 2023 as the date for Anson's motion for default judgment against you. Please see attached correspondence.

Our motion record, previously served on you, can be found at the following link:

<https://dwpv.sharefile.com/d-s3293606e740f4b68b1bbbe58a0926341>

Yours very truly,

Matthew Milne-Smith

ANSON ADVISORS INC. et al.
Plaintiffs

-and- ROBERT LEE DOXTATOR et al.
Defendants

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO**

**SUPPLEMENTAL MOTION RECORD OF THE
PLAINTIFFS / MOVING PARTIES**

DAVIES WARD PHILLIPS & VINEBERG LLP

155 Wellington Street West

Toronto ON M5V 3J7

Matthew Milne-Smith (LSO# 44266P)

Tel: 416.863.5595

Email: mmilne-smith@dwpv.com

Andrew Carlson (LSO# 58850N)

Tel: 416.367.7437

Email: acarlson@dwpv.com

Maura O'Sullivan (LSO# 77098R)

Tel: 416.367.7481

Email: mosullivan@dwpv.com

BENNETT JONES LLP

1 First Canadian Place

Suite 3400

Toronto ON M5X 1A4

Robert W. Staley (LSO# 27115J)

Tel: 416.777.4857

Email: staleyr@bennettjones.com

Douglas A. Fenton (LSO# 75001I)

Tel: 416.777.6084

Email: fentond@bennettjones.com

Dylan H. Yegendorf (LSO #85016M)

Tel: 416.777.7837

Email: ytegendorfd@bennettjones.com

Lawyers for the Plaintiffs (Defendants to the Counterclaim)

TAB 7

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

Plaintiffs/Responding Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Moving Party

AFFIDAVIT OF LORRAINE KLEMENS

I, Lorraine Klemens, of the City of Mississauga, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a law clerk with the law firm of Bennett Jones LLP, lawyers for the Plaintiffs/Responding Parties, Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP and Moez Kassam, and, as such, have knowledge of the matters contained in this affidavit. Where I do not have personal knowledge of such matters, I have stated the source of my information and believe such information to be true.

Motion for Default Judgment Against Rudensky

-2-

2. Attached as **Exhibit A** is the Judgment of Justice Osborne (Default Judgment), dated October 4, 2023.
3. Attached as **Exhibit B** is an email correspondence from Justice Osborne, dated October 6, 2023.
4. Attached as **Exhibit C** is an email correspondence from the Plaintiffs' counsel to Rudensky, dated October 6, 2023.
5. Attached as **Exhibit D** is a letter from the Plaintiffs' counsel to Rudensky, dated October 6, 2023.
6. Attached as **Exhibit E** is the Affidavit of Service of Christopher Maniaci, sworn October 12, 2023.

Case Management Endorsements

7. Attached as **Exhibit F** is the Endorsement of Justice Osborne, dated October 26, 2022.
8. Attached as **Exhibit G** is the Endorsement of Justice Osborne, dated December 8, 2022.
9. Attached as **Exhibit H** is the Endorsement of Justice Osborne, dated December 22, 2022.
10. Attached as **Exhibit I** is the Endorsement of Justice Osborne, dated February 27, 2023.
11. Attached as **Exhibit J** is the Endorsement of Justice Osborne, dated July 4, 2023.
12. Attached as **Exhibit K** is the Endorsement of Justice Osborne, dated September 13, 2023.
13. Attached as **Exhibit L** is the Endorsement of Justice Osborne, dated November 17, 2023.

-3-

Discovery Process

14. Attached as **Exhibit M** is an excerpt from the transcript to the examination for discovery of James Stafford, held March 23, 2023.

15. Attached as **Exhibit N** is the chart of answers to the undertakings, under advisements and refusals given on the examination for discovery of James Stafford, held March 23, 2023.

16. Attached as **Exhibit O** is the chart of answers to the undertakings, under advisements and refusals given on the examination for discovery of Robert Doxtator, held April 14, 2023.

17. Attached as **Exhibit P** is the chart of answers to the undertakings, under advisements and refusals given on the examination for discovery of Moez Kassam, held April 20-21, 2023.

Other

18. Attached as **Exhibit Q** is a letter from Rob Staley to Won Kim, dated October 11, 2023.

19. Attached as **Exhibit R** is a Joint Case Conference Request Form, dated October 24, 2023.

20. Attached as **Exhibit S** is a letter from John Polyzogopoulos to the Plaintiffs' counsel, dated November 3, 2023.

-4-

SWORN by Lorraine Klemens at the City of Mississauga, in the Province of Ontario, before me on December 4, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

DYLAN YEGENDORF



LORRAINE KLEMENS

This is Exhibit “A” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE OSBORNE

)
)
)

WEDNESDAY, THE 4TH
DAY OF OCTOBER, 2023

B E T W E E N:

(Court Seal)

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

Plaintiffs/Moving Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Responding Party

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU.

DATED AT TORONTO THIS 02 DAY OF NOVEMBER 2023
FAIT À TORONTO LE 02 JOUR DE NOVEMBRE 2023

Hamza Mohammed
REGISTRAR GREFFIER

**JUDGMENT
(Default Judgment)**

THIS MOTION, made by the Plaintiffs, with notice, for default judgment against the defendant, Andrew Rudensky, who has been noted in default, was heard on January 25, 2023 at the court house, 330 University Avenue, Toronto ON M5G 1R7;

-2-

ON READING the Motion Record of the Plaintiffs dated November 17, 2022, the Supplemental Motion Record of the Plaintiffs, dated January 18, 2023, and the Factum of the Plaintiffs dated January 18, 2023;

AND UPON hearing the submissions of the defendant, Andrew Rudensky;

AND UPON hearing the submissions of counsel for the Plaintiffs;

1. THIS COURT ORDERS that Andrew Rudensky is liable to the Plaintiffs in the amount of \$450,000 for general damages for defamation, and for \$3,057.53 in pre-judgment interest calculated thereon to October 3, 2023;

2. THIS COURT ORDERS that the relief set out in paragraph 1, above, is without prejudice to the Plaintiffs' right to move against Andrew Rudensky for further relief in the action, including further monetary relief;

3. THIS COURT ORDERS that Andrew Rudensky shall not publish, directly or indirectly by any means, any defamatory or unlawful statement about the Plaintiffs, their affiliates, or current and/or past officers, directors and employees;

4. THIS COURT ORDERS that Andrew Rudensky shall pay the Plaintiffs costs of \$45,000, within 30 days of this Judgment.

THIS JUDGMENT BEARS INTEREST at the rate of five point three (5.3%) percent per year.




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5 23:37:31
-04'00'

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRESENT ATTEST QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVETUE DU SCAU DE LA COUR SUPERIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVE DANS CE BUREAU.

DATED AT TORONTO THIS 02 DAY OF NOVEMBER 2023
FAIT A TORONTO LE 02 NOVEMBRE 2023


REGISTRAR

Hamza Mohammed
GREFFIER

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice
Toronto Superior Court of Justice / Cour supérieure de justice
ANSON ADVISORS INC. et al.
Plaintiffs

-and-

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

JAMES STAFFORD et al.
Defendants

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

JUDGMENT

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto ON M5V 3J7

Matthew Milne-Smith (LSO# 44266P)
Andrew Carlson (LSO# 58850N)
Maura O'Sullivan (LSO# 77098R)
Tel: 416.863.0900

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto ON M5X 1A4

Robert W. Staley (LSO #27115J)
Douglas A. Fenton (LSO #75001I)
Dylan H. Yegendorf (LSO #85016M)
Tel: 416.863.1200

Lawyers for the Plaintiffs (Defendants to the Counterclaim), Anson
Advisors Inc., Anson Funds Management LP, Anson Investments
Master Fund LP and Moez Kassam

THIS IS TO CERTIFY THAT THE DOCUMENT PRESENTED AT THE COURT IS THE TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.
DATED AT TORONTO THIS 23rd DAY OF NOVEMBER 2023.
Hanzza Mohammed
REGISTRAR
GREFFIER

This is Exhibit “B” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

From: Sibenik, Mary (MAG) <Mary.Sibenik@ontario.ca>
Sent: Friday, October 6, 2023 8:42 AM
To: Doug Fenton
Cc: Rob Staley; Dylan Yegendorf
Subject: RE: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-20-00653410-00CL)
Attachments: CV-20-00653410-00CL Anson Advisors v Stafford Judgment Oct 4 23.docx.pdf

On behalf of Justice Osborne:

Counsel, I have signed the attached judgment. Please ensure that all parties receive a copy together with a copy of my Reasons for Decision. In particular, please forward to Mr. Rudensky at all known email addresses and to the residential addresses at 4328 Clubview Drive Burlington Ontario and the Naples, Florida address identified in the report of the investigator. Osborne J

Please confirm receipt of this email. Thank you.

Mary A. Sibenik (she/her)
Judicial Assistant to Justices
S. Boucher, C.J. Brown,
P.J. Osborne and P.B. Schabas

Superior Court of Justice | Ministry of the Attorney General
361 University Avenue | Judges' Administration | Room 140 | Toronto, ON | M5G 1T3
Email: mary.sibenik@ontario.ca



PLEASE NOTE: Under Rule 1.09 of the *Rules of Civil Procedure*, no party to the proceeding and no party's lawyer shall communicate about the proceeding with a judge out of court directly or indirectly unless (a) all the parties consent in advance to the out-of-court communication or (b) the court orders otherwise. Thank you.

From: Doug Fenton <FentonD@bennettjones.com>
Sent: October 5, 2023 6:48 PM
To: Sibenik, Mary (MAG) <Mary.Sibenik@ontario.ca>
Cc: Rob Staley <StaleyR@bennettjones.com>; Dylan Yegendorf <YegendorfD@bennettjones.com>
Subject: RE: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-17-

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Ms. Sibenik,

Further to Justice Osborne's decision granting default judgment against Andrew Rudensky, we attach a draft form of judgment. Would you kindly forward this to Justice Osborne for his review and signature?

Thank you very much,

Doug

Douglas A. Fenton

Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6084 | F. 416 863 1716 | M. 416 671 4494

BennettJones.com



From: Doug Fenton

Sent: Wednesday, October 4, 2023 5:05 PM

To: 'Sibenik, Mary (MAG)' <Mary.Sibenik@ontario.ca>

Cc: Carlson, Andrew <acarlson@dwpy.com>

Subject: RE: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-17-

Ms. Sibenik,

Thank you very much for forwarding along this decision. My colleague, Andrew Carlson, copied, also appeared on the motion on behalf of the plaintiffs, and made the principal submissions on their behalf. If possible, prior to the decision being released on CanLii, could Mr. Carlson be added to the counsel line?

Thank you very much,

Doug

Douglas A. Fenton

Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6084 | F. 416 863 1716 | M. 416 671 4494

BennettJones.com



From: Sibenik, Mary (MAG) <Mary.Sibenik@ontario.ca>

Sent: Wednesday, October 4, 2023 4:45 PM

To: Rob Staley <StaleyR@bennettjones.com>; Dylan Yegendorf <YegendorfD@bennettjones.com>; wjk@complexlaw.ca; mbm@complexlaw.ca; Doug Fenton <FentonD@bennettjones.com>

Cc: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>

Subject: RE: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-17-

You're welcome.

Mary A. Sibenik (she/her)

Judicial Assistant to Justices
S. Boucher, C.J. Brown,
P.J. Osborne and P.B. Schabas

Superior Court of Justice | Ministry of the Attorney General
361 University Avenue | Judges' Administration | Room 140 | Toronto, ON | M5G 1T3
Email: mary.sibenik@ontario.ca



PLEASE NOTE: Under Rule 1.09 of the *Rules of Civil Procedure*, no party to the proceeding and no party's lawyer shall communicate about the proceeding with a judge out of court directly or indirectly unless (a) all the parties consent in advance to the out-of-court communication or (b) the court orders otherwise. Thank you.

From: Rob Staley <StaleyR@bennettjones.com>
Sent: October 4, 2023 4:45 PM
To: Sibenik, Mary (MAG) <Mary.Sibenik@ontario.ca>; Dylan Yegendorf <YegendorfD@bennettjones.com>; wjk@complexlaw.ca; mbm@complexlaw.ca; Doug Fenton <FentonD@bennettjones.com>
Cc: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>
Subject: RE: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-17-

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Receipt confirmed. Thank you.

From: Sibenik, Mary (MAG) <Mary.Sibenik@ontario.ca>
Sent: Wednesday, October 4, 2023 4:39 PM
To: Rob Staley <StaleyR@bennettjones.com>; fentond@bennettjones.com; Dylan Yegendorf <YegendorfD@bennettjones.com>; wjk@complexlaw.ca; mbm@complexlaw.ca
Cc: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>
Subject: Anson Advisors Inc. et al. v. Stafford et al., 2023 ONSC 5537 (Endorsement CV-17-

Attached is the Endorsement of Justice Peter J. Osborne dated October 3, 2023. Please confirm receipt. Thank you.

Mary A. Sibenik (she/her)
Judicial Assistant to Justices
S. Boucher, C.J. Brown,
P.J. Osborne and P.B. Schabas

Superior Court of Justice | Ministry of the Attorney General
361 University Avenue | Judges' Administration | Room 140 | Toronto, ON | M5G 1T3
Email: mary.sibenik@ontario.ca



PLEASE NOTE: Under Rule 1.09 of the *Rules of Civil Procedure*, no party to the proceeding and no party's lawyer shall communicate about the proceeding with a judge out of court directly or indirectly unless (a) all the parties consent in advance to the out-of-court communication or (b) the court orders otherwise. Thank you.

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Court File No. CV-20-00653410-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	WEDNESDAY, THE 4 TH
)	
JUSTICE OSBORNE)	DAY OF OCTOBER, 2023

B E T W E E N:

(Court Seal)

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

Plaintiffs/Moving Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Responding Party

JUDGMENT
(Default Judgment)

THIS MOTION, made by the Plaintiffs, with notice, for default judgment against the
defendant, Andrew Rudensky, who has been noted in default, was heard on January 25, 2023 at
the court house, 330 University Avenue, Toronto ON M5G 1R7;

-2-

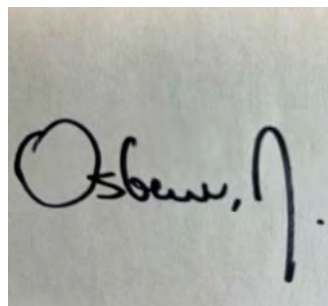
ON READING the Motion Record of the Plaintiffs dated November 17, 2022, the Supplemental Motion Record of the Plaintiffs, dated January 18, 2023, and the Factum of the Plaintiffs dated January 18, 2023;

AND UPON hearing the submissions of the defendant, Andrew Rudensky;

AND UPON hearing the submissions of counsel for the Plaintiffs;

1. THIS COURT ORDERS that Andrew Rudensky is liable to the Plaintiffs in the amount of \$450,000 for general damages for defamation, and for \$3,057.53 in pre-judgment interest calculated thereon to October 3, 2023;
2. THIS COURT ORDERS that the relief set out in paragraph 1, above, is without prejudice to the Plaintiffs' right to move against Andrew Rudensky for further relief in the action, including further monetary relief;
3. THIS COURT ORDERS that Andrew Rudensky shall not publish, directly or indirectly by any means, any defamatory or unlawful statement about the Plaintiffs, their affiliates, or current and/or past officers, directors and employees;
4. THIS COURT ORDERS that Andrew Rudensky shall pay the Plaintiffs costs of \$45,000, within 30 days of this Judgment.

THIS JUDGMENT BEARS INTEREST at the rate of five point three (5.3%) percent per year.



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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

JUDGMENT

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto ON M5V 3J7

Matthew Milne-Smith (LSO# 44266P)
Andrew Carlson (LSO# 58850N)
Maura O'Sullivan (LSO# 77098R)
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3400 One First Canadian Place
P.O. Box 130
Toronto ON M5X 1A4

Robert W. Staley (LSO #27115J)
Douglas A. Fenton (LSO #75001I)
Dylan H. Yegendorf (LSO #85016M)
Tel: 416.863.1200

Lawyers for the Plaintiffs (Defendants to the Counterclaim), Anson
Advisors Inc., Anson Funds Management LP, Anson Investments
Master Fund LP and Moez Kassam

This is Exhibit “C” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

From: Doug Fenton
Sent: Friday, October 6, 2023 2:52 PM
To: ar@delavaco.com; rudensky.arr@gmail.com; andrew.rudensky@gmail.com
Cc: Rob Staley; Dylan Yegendorf; Carlson, Andrew
Subject: Anson Advisors Inc et al v Stafford et al | Default Judgment [BJ-WSLegal.FID5923770]
Attachments: Letter to Andrew Rudensky - Anson Advisors et al v. Stafford et al. - Default Judgment - October 6, 2023.pdf; CV-20-00653410-00CL Anson Advisors v Stafford Judgment Oct 4 23.docx.pdf; CV-20-00653410-00CL Anson Advisors et al. v. Stafford et al. 2023 ONSC 5537.pdf; RBC CDN.pdf; RBC USD.pdf

Mr. Rudensky:

Please see the attached correspondence regarding the judgment granted against you in Anson Advisors et al. v. Stafford et al, together with enclosures. Your prompt attention to this matter is required.

Regards,

Doug

Douglas A. Fenton

Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6084 | F. 416 863 1716 | M. 416 671 4494
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Douglas Fenton
Associate
Direct Line: 416.777.6084
e-mail: fentond@bennettjones.com

October 6, 2023

Via E-Mail: andrew.rudensky@gmail.com; ar@delavaco.com and rudensky.arr@gmail.com

Andrew Rudensky

Dear Mr. Rudensky:

Re: Judgment -- Anson Advisors et al v. Stafford et al - CV-20-00653410-00CL

As you are aware, you are a defendant in an action commenced by Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP (collectively, "Anson") and Moez Kassam, in connection with a series of false and defamatory statements made about Anson and Mr. Kassam by you and other individuals. A motion for judgment on certain of the claims advanced against you was heard by Justice Osborne of the Ontario Superior Court of Justice on January 25, 2023.

On October 4, 2023, Justice Osborne granted judgment against you for defamation, and ordered you to pay Anson and Mr. Kassam \$450,000 in damages. You are prohibited from making any further defamatory or unlawful statements about Anson, any of their affiliates, current and/or past officers, directors and employees, or Mr. Kassam. You are also required to pay Anson and Mr. Kassam \$45,000 in legal costs within 30 days. Please note that this judgment is without prejudice to Anson and Mr. Kassam's right to obtain further relief, including further monetary relief, against you in the action.

We have enclosed with this letter a copy of the judgment, as well as a copy of Justice Osborne's reasons granting judgment.

Please make arrangements to pay the judgment immediately. You may do so by way of wire transfer to Bennett Jones LLP, on trust for Mr. Kassam and Anson. We have enclosed our firm's wire instructions for this purpose.

Your prompt attention to this matter is required.

October 6, 2023

Page 2

Best regards,

BENNETT JONES LLP



Douglas Fenton

DF:
Enclosure



Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEDNESDAY, THE 4 TH
)	
JUSTICE OSBORNE)	DAY OF OCTOBER, 2023

B E T W E E N:

(Court Seal)

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

Plaintiffs/Moving Parties

and

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 AND OTHER PERSONS UNKNOWN

Defendants/Responding Party

**JUDGMENT
(Default Judgment)**

THIS MOTION, made by the Plaintiffs, with notice, for default judgment against the defendant, Andrew Rudensky, who has been noted in default, was heard on January 25, 2023 at the court house, 330 University Avenue, Toronto ON M5G 1R7;

-2-

ON READING the Motion Record of the Plaintiffs dated November 17, 2022, the Supplemental Motion Record of the Plaintiffs, dated January 18, 2023, and the Factum of the Plaintiffs dated January 18, 2023;

AND UPON hearing the submissions of the defendant, Andrew Rudensky;

AND UPON hearing the submissions of counsel for the Plaintiffs;

1. THIS COURT ORDERS that Andrew Rudensky is liable to the Plaintiffs in the amount of \$450,000 for general damages for defamation, and for \$3,057.53 in pre-judgment interest calculated thereon to October 3, 2023;
2. THIS COURT ORDERS that the relief set out in paragraph 1, above, is without prejudice to the Plaintiffs' right to move against Andrew Rudensky for further relief in the action, including further monetary relief;
3. THIS COURT ORDERS that Andrew Rudensky shall not publish, directly or indirectly by any means, any defamatory or unlawful statement about the Plaintiffs, their affiliates, or current and/or past officers, directors and employees;
4. THIS COURT ORDERS that Andrew Rudensky shall pay the Plaintiffs costs of \$45,000, within 30 days of this Judgment.

THIS JUDGMENT BEARS INTEREST at the rate of five point three (5.3%) percent per year.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

JUDGMENT

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Tel: 416.863.1200

Lawyers for the Plaintiffs (Defendants to the Counterclaim), Anson
Advisors Inc., Anson Funds Management LP, Anson Investments
Master Fund LP and Moez Kassam

CITATION: Anson Advisors Inc. et al. v. James Stafford et al., 2023 ONSC 5537
COURT FILE NO.: CV-20-00653410-00CL
DATE: 20231003

ONTARIO - SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

RE: Anson Advisors Inc. et al., Plaintiffs

AND:

James Stafford and Jacob Doxtator et al., Defendants

BEFORE: Peter J. Osborne J.

COUNSEL: *Robert William Staley, Doug Fenton, Dylan Yegendorf, Andrew Carlson and Maura O'Sullivan*, for the Plaintiffs

Megan B. McPhee and Nicole J. Kelly, for the Defendants James Stafford and Robert Lee Doxtator (also Plaintiff by Counterclaim)

Andrew Rudensky, on his own behalf

HEARD: January 25, 2023

REASONS FOR DECISION

1. Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP (together, “Anson”) and Moez Kassam (“Kassam”) (collectively, the “Plaintiffs”), move for default judgment against the Defendant, Andrew Rudensky (“Rudensky”), including:
 - a. judgment for \$500,000 representing general damages for defamation;
 - b. a permanent injunction restraining Rudensky from republishing the publications complained of in this action or the Unlawful Statements (defined below), or publishing further unlawful and defamatory statements about the Plaintiffs Kassam or Anson, including Anson’s current or past personnel;
 - c. an order that default judgment, if granted, is without prejudice to the right of Anson and/or Kassam to seek further relief against Rudensky in respect of defamation and other tort claims asserted in the action;
 - d. pre and post-judgment interest; and
 - e. costs of this motion.¹

¹ Notice of Motion, para. (a).

2. The other named Defendants have defended the action. Rudensky has not defended the action, moved to set aside his noting in default, or responded to this motion for judgment. Indeed, he has not responded at all, until the day before the hearing of this motion. He contacted counsel for the plaintiffs the afternoon before, and then appeared on this motion to request an adjournment.
3. This continuing action has a long and challenging history. Some background and context for this motion is in order.

Background and Context

4. Anson is an alternative asset management firm. Kassam is a principal of Anson and is its founder.
5. The Plaintiffs allege in this action that they are the targets of a sophisticated, coordinated and ongoing conspiracy to damage their reputations and business through the publication of unlawful and defamatory statements (the “Unlawful Statements”), as a result of which they have suffered and continue to suffer significant harm.
6. The Statement of Claim was issued on December 18, 2020. Rudensky was not, initially, a named defendant. The ongoing investigation of the plaintiffs following commencement of the action revealed the names of two additional alleged co-conspirators, one of whom is Rudensky. The Plaintiff therefore proposed to add both as defendants.
7. The Plaintiffs prepared a proposed Fresh as Amended Statement of Claim (the “Amended Claim”), which added Rudensky as a party and set out the particulars of the allegations of his involvement in the conspiracy. Claims against him include defamation and conspiracy.
8. On October 6, 2021, the Plaintiffs sent the Amended Claim to two email addresses that, to their knowledge, had been used by Rudensky. (As discussed further below, one of these email addresses had been used by Rudensky as recently as the month preceding delivery of the Amended Claim). The cover email under which the Amended Claim was sent specifically referenced the fact that it named Rudensky as a defendant. He was asked to confirm receipt and that he would accept service as well as consent to the amendments including his addition as a party.²
9. The Plaintiffs also sent the Amended Claim to the Defendants (directly or, in respect of those that had by that time retained counsel, through their counsel) and requested consent to amend the pleading.
10. That consent was not forthcoming, with the result that the Plaintiffs brought a motion for leave to issue the Amended Claim. Those motion materials were delivered to Rudensky (as well as to counsel for the other Defendants) via email on November 23, 2021.³ Rudensky did not respond, and the other Defendants (as well as the other proposed new Defendant, Stafford) declined to consent.

² Plaintiffs’ Supplementary Motion Record, Tab 1

³ Plaintiffs’ Supplementary Motion record, Tab 2

11. The Plaintiffs then requested a case conference to schedule their motion for leave. That case conference was conducted by Conway, J. on January 19, 2022. The Endorsement from that case conference reflects that counsel for one of the existing Defendants attended and advised that his client opposed the motion. However, that counsel also advised that he anticipated being retained shortly by Rudensky, although as of the date of the case conference did not have instructions as to whether Rudensky would oppose the motion to add him as a defendant or not. Conway, J. scheduled the motion to be heard approximately four months later on May 3, 2022.
12. The motion for leave then proceeded before Conway, J. as scheduled on May 3, 2022. As reflected in the Endorsement of that date, Rudensky did not appear (in person or represented by counsel) to oppose the motion. Leave was granted by Conway, J. the same day.
13. The Amended Claim was issued and filed on May 27, 2022.
14. After multiple attempts, service of the Amended Claim was finally effected on Rudensky pursuant to Rule 16.03(5) on July 22, 2022.
15. Rudensky was noted in default on August 23, 2022.
16. The Noting of Default has not been set aside pursuant to Rule 19.03, nor has any effort or attempt by or on behalf of Rudensky to do so been made.
17. Accordingly, Rudensky has failed to:
 - a. deliver a Notice of Intent to Defend, within the prescribed time or at all;
 - b. deliver a Statement of Defence within the prescribed time or at all;
 - c. make any effort to set aside the noting in default; or
 - d. respond in any way, either directly or through counsel, formally or even informally by communicating with counsel for the Plaintiffs, to the Amended Claim against him.
18. The Plaintiffs therefore seek judgment against him.

Adjournment Request

19. As stated at the outset of this Endorsement, Rudensky appeared at the hearing of this motion to seek an adjournment. He and counsel for the Plaintiffs are agreed that he contacted them for the first time the day before the hearing at approximately 12:20 PM to request an adjournment of the hearing scheduled for the next day, and when that request was denied, he attended at the hearing to make the same request of the Court.
20. The Plaintiffs opposed the adjournment request. They submitted that the last-minute request for an adjournment amounted to a waste of judicial resources and court time as well as costs to the parties, and an abuse of process since Rudensky demonstrably had no regard for this proceeding unless and until it suited him.

21. Most fundamentally, however, the Plaintiffs submitted that, having been noted in default, Rudensky had no right to participate in or make submissions on this motion pursuant to Rule 19.02(b), which provides that a defendant who has been noted in default shall not deliver a statement of defence or take any step in the action, other than a motion to set aside the noting of default or any judgment obtained by reason of the default, except with leave of the court or consent of the plaintiffs.
22. The Plaintiffs submit that the test that ought to be applied when considering the request for an adjournment is substantially the same as the test to be applied on a motion for setting aside a noting in default. They submit that Rudensky was properly served with the Amended Claim well over one year prior to this motion, and has chosen to simply ignore this action in its entirety, and it would be unjust and inequitable to allow him to simply elect until literally the day before the hearing of a motion for judgment to decide to participate.
23. Counsel for the Defendants, James Stafford and Robert Doxtator, were present but took no position on the request for an adjournment of the motion. Counsel for remaining named Defendant, Jacob Doxtator, did not appear. That is the counsel who had appeared at the case conference before Justice Conway referred to above to advise that he anticipated that he might be retained by Rudensky. To be clear, that counsel did not appear on this motion for Rudensky either.
24. In the circumstances, and notwithstanding Rule 19.02(b), I agreed to hear Mr. Rudensky on his adjournment request. I note for clarity that Mr. Rudensky did not file any materials.
25. Rudensky submitted that, while the Amended Claim and the motion materials may have been served on him via email, he has not used the email addresses to which the materials were sent for “some time”. He submitted that one of the email addresses, ar@delavaco.com, was used by him during his employment at a previous job that he had not held since early 2020.
26. Rudensky submitted that he has been in the United States since early 2022 and underwent shoulder surgery last year. He did not return to Canada, he submitted, until December, 2022, and he became aware of the hearing of this motion over the weekend prior to this hearing.
27. The evidence in the record, including the Affidavit of Kassam sworn November 17, 2022 and Exhibits thereto, reflects that the Plaintiffs sent a copy of the (then draft) Amended Claim to Rudensky on October 6, 2021 at two email addresses: andrew.rudensky@gmail.com and ar@delavaco.com. The evidence of Kassam is that he is aware of Rudensky using both of those email addresses, including because of prior correspondence with Rudensky at those email addresses (copies of which are attached as exhibits to Kassam’s affidavit) as recently as September, 2021.⁴
28. September, 2021 is more than a year after the date at which Rudensky submitted in his adjournment request that that email address no longer worked.

⁴ Kassam Affidavit, para. 46 and Ex. “M”

29. Kassam states that it is in part because he corresponded with Rudensky at that email address as recently as September, 2021 that he is confident that Rudensky received the Amended Claim at that time. It was only after the Amended Claim was emailed to Rudensky in October, 2021 that he ceased correspondence with Kassam.
30. Kassam's Affidavit attaches as exhibits numerous electronic mail messages between his (Kassam's) counsel and Rudensky sent to the two email addresses noted above through which Rudensky has communicated in the past. Kassam's counsel received neither any replies nor any "undeliverable" or "bounce back" messages to suggest that the emails had not been received or were undeliverable.
31. Those emails advised the Defendants (including Rudensky) of various matters, including the case conference before Conway, J. on January 19, 2022 and the fact that the Amended Claim would be accepted for filing on the basis that it was unopposed, unless the Defendants sought to oppose the Amended Claim. One of those emails (dated November 15, 2021) requested the self-represented parties to advise if they had retained counsel.
32. The January 19, 2022 case conference proceeded before Conway, J. Also as stated above, counsel for one of the other Defendants (Doxtator) advised the Court at that case conference that not only did he anticipate being retained by Rudensky, but that he did not then have instructions as to whether Rudensky would oppose the Amended Claim. I pause to observe that that same counsel had previously represented Rudensky in proceedings before securities regulators, as reflected in the record before me.
33. While there is of course nothing improper about that counsel subsequently not being retained and not appearing on this motion, there is no doubt that Rudensky was well aware of the Amended Claim and the fact that it proposed to add him as a Defendant. Conway, J. granted leave and thereafter the Amended Claim was issued and served.
34. However, the Plaintiffs were unsuccessful in numerous attempts to personally serve Rudensky. The Kassam Affidavit states that after these failed attempts, the Plaintiffs hired a licenced private investigator in July, 2022 to locate Rudensky. The report of that investigator is attached to the Kassam Affidavit as an Exhibit.⁵
35. The report of the investigator reflects the efforts undertaken to locate Rudensky, including:
 - a. through his registered address in Canada used with vehicle insurance information, being 4328 Clubview Dr., Burlington, ON, L7M 4R3;
 - b. title searches related to that registered address;
 - c. efforts to locate Rudensky at previous residential addresses and related title searches;
 - d. investigations involving a residential property located in Naples, Florida owned (currently) by Rudensky together with his spouse (and where Rudensky advised the Court today he lives);

⁵ Ex. "Q".

- e. U.S. corporate searches listing Rudensky as a corporate director for certain companies, one of which has a mailing address in Toronto which address is a property owned by Rudensky's mother; and
 - f. extensive social media searches for Rudensky.⁶
36. The report of the investigator states that the registered address referred to above of 4328 Clubview Drive, Burlington, Ontario was purchased by Karen Ann Clahane and subsequently transferred to joint ownership between that individual and Bruce Chapman. The report states that Rudensky and his spouse are believed to be renting at that location.
37. An Oakville Ontario property previously owned by Rudensky and his spouse was sold on March 16, 2022. The documentation filed in connection with the sale of that property reflects Rudensky's address for service as the 4328 Clubview Drive, Burlington, Ontario address.
38. Following receipt of the investigator's report, the Plaintiffs renewed efforts to serve Rudensky with the Amended Claim which, as stated above, was ultimately effected on July 22, 2022 at the 4328 Clubview Dr., Burlington, ON address referred to above. The Affidavit of Service of the process server reflects that service was effected by leaving a copy of the Amended Claim with Bruce Chapman, an adult member of the same household in which Rudensky was residing, which information was confirmed by means of verbal admission.⁷
39. I am satisfied for the purposes of this motion that the email addresses referred to above and to which materials for Rudensky were delivered were valid and functioning. They were used by Rudensky in correspondence with the Plaintiffs. The Amended Claim was delivered to Rudensky through those email addresses. He was clearly aware of the Amended Claim which is illustrated both by the fact of potential counsel having appeared at the case conference before Conway, J. and the fact that Rudensky did not deny it at the hearing of this motion.
40. However, as noted above, Rudensky took no steps to defend the action nor to set aside the noting in default which occurred in July of last year. The Plaintiffs then served all parties including Rudensky with the Motion Record for this motion for default judgment via the two email addresses referred to above. Further attempts at service are discussed below. There was still no response from Rudensky.
41. The Plaintiffs then sought a case conference on December 8, 2022 for the purpose of scheduling this motion. Notice of the case conference was given to all counsel and to Rudensky. Counsel for the other parties appeared; he did not.
42. I conducted that case conference and scheduled this motion for hearing. I specifically directed that the Plaintiffs provide a copy of my case conference Endorsement to Rudensky and I further stated in my Endorsement that he had already been served with the motion materials, but that I would have otherwise directed that he be served with the motion

⁶ Ex. "Q".

⁷ Affidavit of Service of David Morrison sworn July 27, 2022, Motion Record, Kassam Affidavit, Exhibit "R".

materials in any event and notwithstanding Rule 19.02(3), all to ensure that he was aware of the steps being taken that affected him, particularly given the fundamental effect of the relief sought today. Such is consistent with the best practice of giving notice of motion for default judgment to the defendant noted in default: *Canada Mortgage and Housing Corporation v. CMC Medical Centre Inc.*, 2017 ONSC 7551, 2017 CarswellOnt 20149, 37 C.P.C. (8th) 219 (S.C.J).

43. The record before me today also includes an affidavit of attempted service confirming the attempts to again serve Rudensky with both the motion materials and my Endorsement following the case conference, including at the 4328 Clubview Drive, Burlington, Ontario address. When the process server attended at that address, for the third time and not having received any response on the first two attempts, he spoke to an adult female who advised that “there is no Andrew living here and that she has lived here for 23 years”.⁸
44. The process server thereafter conducted subsequent Ministry of Transportation vehicle searches which reflected the last known address for Rudensky as being 1107 Melvin Avenue, Oakville Ontario. When the process server attended at that address, he was advised by an adult woman that no one named Rudensky resided there.⁹
45. The Plaintiffs thereafter attempted again to effect personal service on Rudensky by locating him through requests to counsel as officers of the Court. The evidence in the record today includes an electronic mail message dated January 5, 2023 from counsel for the Plaintiffs to, among other individuals, the counsel who had appeared at the case conference before Conway, J. and counsel for the other Defendants.
46. Plaintiffs’ counsel described how they had attempted a number of times to serve Rudensky with my Endorsement of December 8, 2022 as I had directed, and their inability to do so. The electronic mail message to the other counsel stated that, given both the contact with Rudensky through the counsel who had anticipated being retained, and contact with Rudensky through counsel for other Defendants - who had confirmed to counsel for the Plaintiffs their own contact with Rudensky - assistance with forwarding my Endorsement to Rudensky was requested “through whatever means you have used to contact him in the past”.¹⁰
47. The counsel who had previously appeared at the case conference conducted by Conway, J. replied to this electronic mail message the following day to advise that: “I believe you have sent everything to andrew.rudensky@gmail.com already. This is the address we had for Mr. Rudensky and we have had no contact with him for more than eight months.”¹¹
48. As stated above, there was absolutely no response from or on behalf of Rudensky until the day before the motion. Even in his submissions requesting an adjournment at the hearing of the motion, Rudensky:

⁸ Affidavit of Leo Pereira sworn January 9, 2023, Supplementary Motion Record, Tab 7.

⁹ Affidavit of Leo Pereira sworn January 9, 2023, Supplementary Motion Record, Tab 7.

¹⁰ Plaintiffs’ Supplementary Motion Record, Tab 3

¹¹ Plaintiffs’ Supplementary Motion Record, Tab 3

- a. had no explanation as to why he did not receive the motion materials through the email addresses previously used by him in correspondence with the Plaintiffs and through which he had become aware of the Amended Claim in the first place;
 - b. had no explanation as to why his email address ar@delavaco.com was clearly working in September, 2021, over one year after the date at which, he submitted to the Court, it was not working because he had left his employment with which that email address was associated; and
 - c. had no explanation as to why the andrew.rudenski@gmail.com email address that both he had previously used to communicate with the Plaintiffs, and that his potential counsel had used to contact him, was still not functional even today.
49. Moreover, in his submissions requesting an adjournment, Rudensky confirmed to the Court that the 4328 Clubview, Drive, Burlington Ontario address was the residence of his parents-in-law, and that Bruce Chapman, who had accepted service of the documents, was his wife's stepfather.
50. In addition, Rudensky submitted that, as noted above, he had only returned to Canada from the United States in December, 2022, and that he had "expected to be served" with the motion for judgment but that he had not become aware of this hearing date until the previous weekend.
51. He had no explanation as to the basis for his expectation that he was going to be served. I find that expectation completely incongruent with both the failure to take any steps to set aside the noting in default and with the submission that he was not aware of this motion.
52. When asked specifically by the Court to explain how, through whom, or through what means, he had become aware of this motion date only over the course of the preceding weekend as he submitted he had, Rudensky responded that he "preferred not to say here". That is not a satisfactory response.
53. In my view, it would not be appropriate or just to adjourn this motion. The Plaintiffs commenced this action in December, 2020. They delivered the proposed Amended Claim adding Rudensky in October, 2021. Leave to issue and file the Amended Claim was granted in May, 2022, months after potential counsel for Rudensky appeared at the case conference scheduling that motion for leave. Rudensky was noted in default in August, 2023. Rudensky took no steps to set it aside. The Plaintiffs can hardly be said to have acted precipitously or immediately upon the expiry of the technical deadline at every step of the way. Significant time has passed. They are entitled to get on with this action.
54. Rudensky has either simply ignored this action and its consequences completely, made service of all court documents exceedingly challenging and expensive, and then elected to attend fleetingly and sporadically to participate if at all, and even then only when it suited him. The result is that there have been multiple court appearances, significant expense occurred, and over two years wasted. As against that, Rudensky surfaces again, less than 24 hours before this hearing, without any credible explanation as to why he did not respond to the motion earlier, and seeks an adjournment of the motion for judgment.

55. In all the circumstances and for all of the above reasons, I declined the request for an adjournment.

The Position of the Plaintiffs on the Motion for Judgment

56. Based on the chronology set out above, the Plaintiffs seek a finding of joint and several liability against Rudensky for defamation, on the basis that, pursuant to Rule 19.02, he is deemed to admit the truth of all allegations of fact made in the Amended Claim.
57. The Plaintiffs are not pursuing default judgment at this time against Rudensky in respect of the other torts pleaded against him in the Amended Claim, and nor do they seek default judgment in respect of special, aggravated or punitive damages also pleaded, although reserve the right to do so pursuant to Rule 19.07.
58. The position of the Plaintiffs with respect to damages is that successful plaintiffs in defamation actions are entitled to general damages *per se*, since damages are presumed from the very publication of the false statements and are awarded “at large”.
59. Their position on this motion is that a significant damages award of \$500,000 is justified on the basis of, among other things:
- a. the extensive and frequent publication of the Unlawful Statements;
 - b. the targeting of Anson and Kassam, in the circumstances where they operate professionally (the asset management industry) within which a positive professional reputation is critical;
 - c. the targeting of Anson and Kassam with the intention of degrading their capacity, character and professional practice;
 - d. the use of the Internet to perpetrate and carry out the defamation, which is a more pervasive medium than print and which has a significant power to harm reputation;
 - e. the reference to threats of personal harm to Kassam and other Anson personnel;
 - f. the Internet-based mediums used to convey the Unlawful Statements, including purpose built webpages and popular online investor forums which were employed to ensure that the Unlawful Statements were both widely disseminated to the relevant target audience, and afforded a false air of credibility; and
 - g. Rudensky’s coordination with a large number of perpetrators to facilitate and disseminate the defamation of the Plaintiffs.
60. The Plaintiffs submit that there is no prejudice to the other Defendants, principally since they are not deemed to admit the allegations in the Amended Claim, and will be able to fully defend the Action. Moreover, even if the other Defendants are ultimately found liable following a trial, the principle against double recovery would operate so as to reduce the liability of the other Defendants to the extent that the Plaintiffs have then recovered damages from Rudensky.

61. Counsel for the Defendants James Stafford and Robert Doxtator appeared, as stated above. While acknowledging the issues with respect to their standing on this motion at all, as well as the fact that they had taken no position on this motion until the day of the hearing, they made brief submissions.
62. They submitted that default judgment against Rudensky ought not to be granted since it would create a risk of inconsistent findings even though deemed admissions by him were not admissions as against the remaining Defendants, given the allegations of collusion and conspiracy. They argued that such findings would operate to the prejudice of the other Defendants.
63. To be clear, counsel for the Plaintiffs confirmed that judgment was being sought in respect of defamation and not conspiracy, at this time. I am not persuaded by this submission about the risk of inconsistent findings. It is well settled that default judgement can issue as against some but not all defendants and in respect of some but not all claims. Such risks can be addressed at trial.
64. In my view, the deemed admission of a defendant who has been noted in default of the truth of the allegations of fact made in the statement of claim is a deemed admission by him only, and not any other party: per Lauwers, J. (as he then was) in *Van, et al v. Qureshi, et al*, 2011 ONSC 5746, at paras. 13 – 15, quoting with approval from *Coldmatic Refrigeration of Canada Ltd. v. Atlantic Aluminum Inc.*, 1998 CarswellOnt 1587, [1998] O.J. 1613, 79 A.C.W.S. (3d) 6, at para. 18.
65. Pursuant to Rule 19.05(2), a motion for judgment shall be supported by evidence given by affidavit if the claim is for unliquidated damages. This motion is supported by the Kassam Affidavit referred to above.
66. Pursuant to Rule 19.06, at plaintiff is not entitled to judgment merely because the facts alleged in the statement of claim are deemed to be admitted (as they are, pursuant to Rule 19.02(1)(a) and the noting in default), unless the facts entitle the plaintiff to judgment.
67. The issue therefore, is whether the Plaintiffs here are entitled to judgment (to the limited extent it is sought on this motion) on the facts.
68. In my view, they are, for the reasons set out below.
69. As noted at the outset of these Reasons, the Plaintiffs seek default judgment for defamation, a permanent injunction restraining Rudensky from publishing the Unlawful Statements, and a term of the judgment that if granted it is without prejudice to their right to seek further relief in respect of defamation in the form of punitive exemplary or aggravated damages, and costs. Judgment is not sought in respect of the claim for conspiracy.
70. The deemed facts need only withstand a rudimentary level of scrutiny in order to be accepted. The court should accept the alleged facts as true so long as they are not “manifestly unsustainable”, “gibberish”, “lacking an “air of reality””, or are otherwise contradicted by evidence: *Salimijazi v. Pakjou*, 2009 CarswellOnt 2013 (Sup. Ct. J.), at paras. 24-36.

71. I pause to observe that, while perhaps not determinative of this motion, the Amended Claim was already found by Conway, J. to have been sufficient to meet the test for leave to amend. The facts pleaded should be accepted as true.
72. The inquiry to be undertaken by the court on a motion for default judgment has three elements:
 - a. What deemed admissions of fact flow from the facts pleaded in the claim?;
 - b. Do those deemed admissions of fact entitle the plaintiffs, as a matter of law, to judgment on the claim?; and
 - c. If they do not, has the plaintiff adduced admissible evidence which, when combined with the deemed admissions, entitles it to judgment on the pleaded claim?

See: *Elekta Ltd. v Rodkin*, 2012 ONSC 2062 at paras. 13 and 14.

73. I will address these in order.

What Deemed Admissions of Fact Flow from the Facts as Pledaded?

74. The Amended Claim is some 158 pages in length, not including voluminous Appendices. While the length of the pleading is obviously irrelevant to the analysis, it is instructive here as to the particulars pleaded and the complexity and sophistication of the alleged conduct of the Defendants to defame Anson and Kassam. Allegations of defamation must be particularized with precision.
75. As stated at the outset of these reasons, Anson is a privately held alternative asset management firm. Kassam is its founder, a principal and a director and the Chief Executive Officer and Chief Investment Officer of the Plaintiff, Anson Advisors Inc.
76. Rudensky is (or was, if his submissions on the adjournment request are accepted) a partner of The Delavaco Group, a small merchant investment bank. He was previously an advisor at Richardson GMP before being disciplined by the Investment Industry Regulatory Organization of Canada (“IIROC”) for his personal financial dealings with clients.
77. Attached to the factum of the Plaintiffs as Appendix “A” is a Summary of Key Admissions (i.e., deemed admissions) relied upon on this motion. For convenience, I have appended that Summary to these reasons as Schedule “A” and incorporate it by reference into these Reasons.
78. In short, the allegations include the following:
 - a. Rudensky has engaged in a scheme (with his co-conspirators) to damage the business and reputations of Anson and Kassam, by falsely and repeatedly claiming that Kassam is a criminal and his businesses are engaged in conduct that is illegal, unethical, and contrary to Canadian and United States securities regulations (Amended Claim, paras. 2, 3);

- b. in order to further the scheme, Rudensky published thousands of defamatory posts on the popular investor website www.stockhouse.com (“Stockhouse”); created the Defamatory Manifesto (and its sequels) and repeatedly published those documents on purpose-built websites, intended only to host the defamatory content; hired freelance web developers in Bosnia and Herzegovina to register the purpose-built websites in order to conceal his involvement in the scheme; and took a variety of other steps to obscure his identity (as well as the identities of the other Defendants) (Amended Claim, paras. 26-29); and
- c. to promote the reach of the Unlawful Statements, Rudensky (and the other Defendants) developed a mailing list of journalists, news editors, and others in the business community, and emailed copies of the Defamatory Manifesto (or links to it) to the entire mailing list (Amended Claim, para. 28(l)).

79. Examples of the Unlawful Statements set out in the Amended Claim include the following:

- a. “Moez Kassam and his Anson Funds systematically engaged in capital markets crimes, including insider trading and fraud, to rob North American shareholders of countless millions”;
- b. Anson Funds and Kassam have been destroying companies through illegal means”;
- c. Kassam is a “corrupt and criminal CIO at Anson Funds”; and
- d. Kassam pursued “questionable and illegal activities” in “an attempt to make money by destroying small companies and the lives of anyone who happened to get in his way: even those who helped him and ended up being disposable”.¹²

80. The Unlawful Statements also include descriptions of Kassam personally as “corrupt”, a “criminal”, “dirty”, a “scourge”, a “high functioning sociopath” and as the symbol of “everything that is wrong with the capital markets”.¹³

81. The “Defamatory Manifesto” referred to above is described in the Amended Claim as a lengthy Internet post containing Unlawful Statements about the Plaintiffs, anonymously written, published and disseminated by the Defendants on a series of websites. The Amended Claim alleges that the Defendants hired freelance web developers based in Bosnia and Herzegovina to register the websites on which they published the Defamatory Manifesto, in order to obscure the origins of the websites and conceal the involvement of the defendants in the publication.¹⁴

82. After the Plaintiffs were forced to take steps to have websites publishing the Defamatory Manifesto taken down, the Defendants republished it on new websites, again created in a manner to conceal their involvement. The Defendants used alter egos, false email

¹² Amended Claim, para. 2

¹³ Amended Claim, paras. 48 - 58

¹⁴ Amended Claim, para. 28(c)

addresses, Twitter accounts and VPNs, and provided links to the Defamatory Manifesto on various Internet message boards and chat rooms.¹⁵

Do the Deemed Admissions and/or the Adduced Admissible Evidence entitle the Plaintiffs to Judgment?

83. Do these deemed admissions of fact clearly entitle the Plaintiffs to judgment for the tort of defamation?
84. The elements of the tort are well settled. The plaintiff in a defamation action is required to prove three things to obtain judgment in an award of damages:
- a. that the impugned words were defamatory, in the sense that they would tend to lower the plaintiff's reputation in the eyes of a reasonable person;
 - b. that the words in fact referred to the plaintiff; and
 - c. that the words were published, meaning that they were communicated to at least one person other than the plaintiff. The tort is thus one of strict liability.
- See: *Grant v. Torstar Corp.*, 2009 SCC 61, at para. 28; *Magno v. Balita*, 2018 ONSC 3230 ("*Magno*"), at paras. 34-36; and *Sommer v. Goldi*, 2022 ONSC 3830, at para. 28.
85. I am satisfied that all three elements of the cause of action are met on the face of the Amended Claim.
86. The Unlawful Statements clearly targeted Anson and Kassam. They were published openly, and repeatedly, on the Internet. In short, this is not one of those cases where there is uncertainty as to the individuals to whom the defamatory words referred, or as to whether they were uttered at all.
87. It is not a close call, in my view, as to whether the Unlawful Statements are clearly defamatory in their plain and ordinary sense. Each of them accuses Anson and Kassam of unlawful, unethical and other dishonourable conduct, in a variety of ways. As submitted by the Plaintiffs, they allege that Anson and Kassam have engaged in serious capital markets crimes including insider trading, fraud and market manipulation. They allege that Anson and Kassam are corrupt, dishonest and deceptive, inept and incompetent, as is illustrated by the summaries excerpted above and in Schedule "A" hereto.
88. Statements of this very nature have been held to be harmful to the reputation of the plaintiff (and particularly a professional plaintiff) in that they would tend to lower the reputation of that plaintiff in the mind of a right-minded person: *Mirzadegan v. Mahdizadeh*, 2022 ONSC 6082 ("*Mirzadegan*"), at para. 11; *3 Pizzas 3 Wings Ltd. v. Iran Star Publishing*, 2003 CarswellOnt 6703 (Sup. Ct. J.), at para. 1; and *Magno*, at para. 39.
89. To be clear, I find that the Unlawful Statements would tend to lower the reputations of the Plaintiffs in the eyes of a reasonable person, the impugned words refer to the Plaintiffs and

¹⁵ Amended Claim, paras. 28 (g),(h) and (i)

the words were published. They were defamatory: *Grant v. Torstar Corp.*, [2009] 3 S.C.R. 640 at para. 28.

90. Default judgment for defamation has been granted by the courts in many cases. See, for example, *Barrick Gold Corp. v. Lopehandia*, 2004 CarswellOnt 2258 (C.A.) (“*Barrick Gold*”); *Emeny v. Tomaszewski*, 2019 ONSC 3298 (“*Emeny*”), *Mirzadegan*; *Manson v. John Doe*, 2013 ONSC 628; and *Sommer v. Goldi*, 2022 ONSC 3830 (“*Sommer*”).
91. Clearly, the Unlawful Statements state and imply that the Plaintiffs are guilty of criminal and professional misconduct. Great harm is suffered by the subject of such unproven posts: *Post v. Hillier*, 2022 ONSC 3793 (“*Post*”) at para. 18; *Emeny*, at paras. 30 to 36; *Seymour v. Nole*, 2022 BCSC 867, at para. 112; *Palen v. Dagenais*, 2013 SKQB 39, 413 Sask R 10, at para. 8; *Pinsent v Sandstrom*, 2014 ABQB 269, at para. 19.

Damages

92. The Plaintiffs submit, and I agree, that it is well-established that damages for defamation are presumed from the very publication of the false statement and are awarded at large: *Hill v. Church of Scientology of Toronto*, [1995] 2 S.C.R. 1130 (“*Hill*”) at para. 164.
93. Once the defamation is proven or admitted, a plaintiff is entitled to an award of general damages, without independent evidence of specific damages such as economic harm: *Hill* and *Post* at para. 24. General damages for defamation compensate plaintiffs for the distress suffered, repair the harm to their personal and professional reputation, and vindicate the reputation: *Post*, at para. 24.
94. In determining the appropriate amount of general damages, the court should consider a number of factors:
 - a. the conduct of the plaintiff;
 - b. the plaintiff’s position and standing;
 - c. the nature of the libel;
 - d. the mode and extent of publication;
 - e. the absence or refusal of any retraction or apology; and
 - f. the whole conduct of the defendant from the time when the libel was published to the moment of judgment.

See: *Hill*, at para. 182 and *Mirzadegan*, at para. 12.

95. A higher damages award can be justified where social media was used to spread the defamatory statements: *Barrick Gold*, at paras. 31 and 34.
96. The courts have recognized that the injurious effects of defamatory statements regarding a professional are particularly acute: *Rutman v. Rabinowitz*, 2018 ONCA 80 at para. 62, quoting with approval from *Hill* at paras. 180-181; *Sommer*, at para. 32; and *Theralese Technologies Inc. v. Lanter*, 2020 ONSC 205 at para. 39.

97. This is certainly so for professionals in the investment management sphere, where honesty and integrity, as well as competence, are critical.
98. The reputations of Anson and Kassam are well-established in the record. They are intertwined, and are well-known in the North American business and philanthropic community, as well as in the financial markets and investment industry. Kassam was named to Canada's Top 40 Under 40.
99. I am satisfied that the mode and extent of publication is broad and in fact extraordinary. The defamation began in the summer of 2019, if not earlier, and continues to the present. The Unlawful Statements include over 1,000 individual defamatory postings on Stockhouse and other online investor forums.
100. As observed by the Court of Appeal in *Barrick Gold*, the "mode and extent of publication" factor plays a particularly important role in cases of "cyber libel" such as this one, given that the Internet provides "absolute and immediate worldwide ubiquity and accessibility", and the interactive yet anonymous nature of Internet publication creates an even greater potential for being taken at face value: *Barrick Gold*, at paras. 12, 28 – 34. See also *Sommer* at para. 35; *Rutman* at paras. 68 – 70; and *Theralese* at paras. 14 at paras. 32 – 38.
101. There is no evidence in the record of any retraction or apology from Rudensky, nor in fact of any effort to undo or account for the harm he has caused. In fact, the Amended Claim and the deemed facts are to the contrary: the Unlawful Statements have been published repeatedly, and when they are taken down they are republished on a new website. They remain available on the Internet today. The Court of Appeal observed in *Barrick Gold* the "dogged pursuit of the libelous campaign even after the commencement of the proceedings" as a seriously aggravating factor: *Barrick Gold* at para. 51.
102. In my view, this conduct is exacerbated by the use, as here, of "burner" email accounts, VPNs, and the use of websites and servers in foreign jurisdictions such as Bosnia and Herzegovina, all done with an effort to conceal the identity of those publishing the statements and make them difficult to track and account for their actions.
103. What, then, is an appropriate amount of general damages? The courts have cautioned that defamation actions are particularly fact-sensitive with the result that a detailed comparison of libel awards may be of only marginal assistance: *Rutman*, at para. 14. This is obviously accurate, but in my view damages awards in comparable cases do provide some guidance and assistance for this Court.
104. Examples of some comparable matters in which damages for defamation have been awarded include the following:
 - a. *3 Pizzas 3 Wings Ltd. v. Iran Publishing*, 2003 CarswellOnt 6703 (Sup. Ct. J.), where damages of \$750,000 were awarded to the corporate plaintiff in addition to \$75,000 for the individual plaintiff in respect of a single defamatory article published in a GTA community newspaper;
 - b. *Magno*, where, on a motion for summary judgment, general and aggravated damages of \$300,000 were awarded in addition to punitive damages of \$110,000,

in respect of 35 defamatory articles published online and in print over a 14 month period on multiple media platforms, referred to by the motions judge as an “all-out cyber attack”;

- c. *Sommer*, where the plaintiff (a professional plaintiff - a lawyer) was awarded \$300,000 in general damages plus an additional \$150,000 and aggravated and punitive damages in respect of the prolonged Internet campaign against him by the defendants against whom default judgment was granted;
- d. *Mirzadegan*, where, on a motion for default judgment as here, the plaintiff (an immigration consultant and his small business) was awarded \$200,000 in general damages and \$50,000 in aggravated damages, in respect of a series of negative reviews and complaints about the plaintiffs posted online and on social media by the defendants; and
- e. *Emeny*, where, on a motion for default judgment as here, the plaintiff, a touring stand-up comedian, was awarded general damages of \$250,000, special damages of \$100,000 and punitive damages of an additional \$100,000, in respect of a series online postings of defamatory statements through tweets, on a comedy forum and on Facebook.

- 105. In the present case, I must also bear in mind the limited scope of the relief sought on this motion. The plaintiffs are not seeking today, but reserve the right to seek in the future, aggravated and punitive damages, as well as special damages, for defamation, in addition to damages that may be proven in respect of the other torts pleaded in the Amended Claim.
- 106. In the result, and having considered all of the factors as against the particular circumstances of this case, in my view an appropriate award of general damages for defamation is \$450,000.

Injunctive Relief

- 107. Finally, Anson and Kassam seek a permanent injunction restraining Rudensky from publishing further defamatory statements about them and including a ban on republishing the Unlawful Statements.
- 108. The courts will grant injunctive relief to prevent a defendant from continuing to disseminate defamatory material that affects the plaintiff's reputation: *Astley v. Verdun*, 2011 ONSC 3651, at para. 20.
- 109. In that case, as here, the court observed that permanent injunctions have “consistently been ordered” where either:
 - a. there is a likelihood that the defendant will continue to publish defamatory statements despite the finding that he is liable to the plaintiff for defamation; or
 - b. there is a real possibility that the plaintiff will not receive any compensation, given that enforcement against the defendant of any damage award may not be possible.

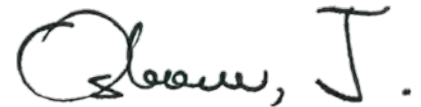
See *Astley*, at para. 21. See also *Barrick*, at paras. 68 – 78; *Emeny*, at para. 60; and *Paramount v. Kevin J. Johnston*, 2019 ONSC 2910 at para. 66.

110. All of the same factors apply to the present case. I am satisfied that a permanent injunction should be granted on the basis of either of the two disjunctive factors.
111. Indeed, both factors are satisfied here. Given Rudensky's failure to respond to this action, his efforts to evade service of documents, and the fact that the Unlawful Statements continue to be published without contrition or apology, I am satisfied that there is a likelihood that Rudensky will continue to publish defamatory statements despite any finding of liability.
112. I am also satisfied that there is a real possibility that the plaintiff will not receive any compensation given that enforcement against Rudensky of any damage award may not be possible. Rudensky advised the Court in his submissions on the adjournment request that he does not reside in this jurisdiction.
113. In addition, the report of the licensed private investigator retained by the Plaintiffs in connection with their efforts to serve Rudensky reflects that he sold his house in Oakville, Ontario and bought a residential property in Naples Florida, in March 2022. That was the very time period in which the Plaintiffs' motion for leave to file the Amended Claim adding Rudensky as a Defendant to this proceeding was pending.

Result and Disposition

114. The Plaintiffs' motion for default judgment against Rudensky is granted. The sum of \$450,000 is awarded for general damages for defamation. Judgment is without prejudice to the right of the Plaintiffs to seek further relief against Rudensky.
115. A permanent injunction is granted restraining Rudensky from republishing the Unlawful Statements or publishing further defamatory statements about Anson and/or Kassam, including Anson's current or past personnel.
116. The Plaintiffs seek costs of \$50,233.59 on a substantial indemnity scale in respect of this motion. That amount is inclusive of fees, disbursements and HST. The Plaintiffs have filed a costs outline and bill of costs.
117. Substantial indemnity costs will be awarded against libelous defendants who refused to account for their actions: *Manson*, at paras. 32 -33; and *Theralese*, at para. 80.
118. Pursuant to s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, costs are in the discretion of the court, and the court may determine by whom and to what extent the costs shall be paid.
119. Rule 57.01 provides that in exercising its discretion under s. 131, the court may consider, in addition to the result in the proceeding (and any offer to settle or contribute), the factors set out in that Rule.

120. The overarching objective is to fix an amount that is fair, reasonable, proportionate and within the reasonable expectations of the parties in the circumstances: *Boucher v. Public Accountants Council for the Province of Ontario*, (2004) 71 O.R. (3d) 291 (C.A.), 2004 CanLII 14579 (Ont. C.A.).
121. There was significant work involved in preparing the motion materials, written and oral argument, and attending at the hearing of the motion. The amount claimed in the overall proceeding exceeds \$100 million. Default judgment was sought for \$500,000. In short, the sums at stake merit significant time and attention. The issues on this motion are of high importance for the reasons set out above.
122. As reflected in the bill of costs, the Plaintiffs have not sought recovery for costs of senior counsel, articling students or law clerks, disbursements for the private investigator referred to above, and other costs as set out in the bill of costs.
123. In my view, and having considered all of the circumstances of this case as against the factors set out in Rule 57.01, an appropriate award of costs is \$45,000, inclusive of fees, disbursements and HST. Rudensky is to pay this amount to the Plaintiffs within 30 days.
124. Order to go to give effect to these reasons.

A handwritten signature in black ink, appearing to read "Osborne, J.", with a stylized flourish at the end.

Osborne J.

Schedule “A”

Summary of Key Admissions

Key Admissions	Examples of Pleading in Amended Claim
Rudensky has participated in a coordinated scheme to defame Kassam and Anson, and was directly involved in writing and publishing the Unlawful Statements.	<p>Amended Claim, at para. 2:</p> <p>Since at least the summer of 2019 and intensifying to the present, the Defendants James Stafford, Andrew Rudensky, Robert Lee Doxtator and Jacob Doxtator have engaged in a scheme with each other and other unknown persons to damage the business and reputations of a successful securities business, Anson, and its founder, Moez Kassam. Specifically, the Defendants conspired to falsely and repeatedly claim that Kassam is a criminal and that he and his businesses are engaged in conduct that is illegal, unethical, and contrary to Canadian and United States securities regulations. The Defendants have, for example, published or encouraged the publication of the following false and defamatory statements...</p> <p>Amended Claim, at paras. 25-27:</p> <p>25. Stafford, Rudensky, Robert, Jacob (Robert and Jacob together are referred to as the “Doxtators”) and the Unknown Defendants are parties to a sophisticated, coordinated scheme to damage the Plaintiffs’ business and reputations (the “Conspiracy”).</p> <p>26. In particular, and as described further below, in furtherance of this Conspiracy, the Defendants maliciously and intentionally entered into an agreement to conspire with one another and committed acts with the predominant purpose of injuring the Plaintiffs by damaging their business and reputations. In addition, or in the alternative, in furtherance of this Conspiracy, the Defendants have acted in a concerted and coordinated effort while using unlawful means aimed at the Plaintiffs, including but not limited to acts that amount to</p>

	<p>defamation at law, when they knew, or ought to have known, that significant harm to the Plaintiffs would result. In fact, the Defendants have caused significant damage to the Plaintiffs' business and reputations through their unlawful, improper conduct. Furthermore, the Defendants took sophisticated steps to conceal their identities and advance the Conspiracy anonymously (using, among other things and as described further below, offshore web developers based in Bosnia and Herzegovina, temporary "burner" email addresses, virtual private networks ("VPNs"), fake identities, anonymous Twitter profiles, and more) because they knew that they were engaged in unlawful conduct. The Defendants are savvy about capital markets and deliberately fabricated allegations about the Plaintiffs – or at best were reckless as to whether the allegations were false – in order to sabotage their business. In addition, some or all of the Defendants are routinely engaged in pump and dump schemes and publicly blame the Plaintiffs when the artificially inflated share prices of the companies at issue ultimately return to their lower, intrinsic levels.</p> <p>27. In the Conspiracy, Stafford, Rudensky and the Doxtators coordinated and agreed with one another and with the Unknown Defendants to harm the Plaintiffs through a carefully planned and executed plot. This plot has included fabricating, spreading and publicizing a series of unlawful, abusive, false, malicious, harassing and defamatory statements about Anson, Kassam and other individuals connected with Anson (the "Unlawful Statements"), including by first publishing defamatory comments on the website Stockhouse, and then on a series of websites generated by the Defendants, as set out below, in an attempt to manufacture a narrative to harm Anson and Kassam;</p>
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Hiring freelance web developers based in Bosnia and Herzegovina to register the websites on which Unlawful Statements were posted, for the purpose of concealing the Defendants' identities; taking other sophisticated steps to obscure their identities while disseminating Unlawful Statements, including hiring Bosnian developers, using VPNs, burner email addresses and false identities; sending targeted communications containing the Unlawful Statements via email, including to reporters, as well as disseminating the Unlawful Statements on Twitter, Reddit and other platforms; and attempting to improperly attract media attention to the Unlawful Statements. Moreover, the Defendants have sought to disseminate the Unlawful Statements internationally to individuals in (at least) the United States (where the Plaintiffs do business) as well as in Canada, with the intention of causing maximum, widespread harm to the Plaintiffs.

Amended Claim, at para. 66-69:

66. In or around summer or early fall 2020, Stafford, Rudensky and/or Robert met or spoke and agreed to concoct defamatory allegations against the Plaintiffs and coordinate the content of the Defamatory Manifesto. They were motivated by their respective animus against the Plaintiffs, as described herein. Stafford was aware of Robert's animus against the Plaintiffs because he had publicly documented it via Twitter.

67. Stafford, Rudensky and/or Robert met or spoke on at least four occasions to plan the Defamatory Manifesto. At those meetings,

	<p>some of which were recorded and/or transcribed, Stafford solicited Robert and Rudensky for material to include in the Defamatory Manifesto. Robert and Rudensky – purportedly acting as “sources” for Stafford as a “journalist” – made false and defamatory allegations against the Plaintiffs that they knew and intended that Stafford or others would use in the Defamatory Manifesto. Stafford, Robert and Rudensky planned to publish the Defamatory Manifesto anonymously because they knew the allegations it contained were defamatory. When Robert later spoke to Kassam about the Defamatory Manifesto, he falsely told Kassam that, although he knew about the Defamatory Manifesto, he was not involved in its drafting or publication, and instead blamed only Stafford and Rudensky (as described in paragraphs 98-99 below).</p> <p>68. Excerpts from transcripts of meetings and/or conversations between Stafford, Rudensky and/or Robert to plan the Defamatory Manifesto are included in Appendix “E” at section A. As set out in Appendix “E” at section A, the excerpts from the transcripts establish that: Rudensky was involved in preparing the Defamatory Manifesto; Stafford and Robert discussed drafting the Defamatory Manifesto, with Stafford asking Robert to draft false and defamatory allegations against the Plaintiffs; Stafford, Rudensky and Robert intended to harm the Plaintiffs by targeting their relationships with brokers and regulators; Stafford was paid to promote Facedrive; Stafford and Robert discussed Rudensky’s employer, Andy DeFrancesco; and Robert was involved in critical research findings published about public companies, including Aphria.</p> <p>69. Stafford, Rudensky, Robert, Jacob and the other Unknown Defendants then wrote or contributed to the Defamatory Manifesto –</p>
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	<p>using the material provided by Robert and Rudensky as well as material from other Defendants and other sources – and/or published, disseminated or publicized the Defamatory Manifesto, as set out below.</p>
<p>The Unlawful Statements are defamatory.</p>	<p>Amended Claim, at para. 127:</p> <p>127. Finally, the Defendants are liable for defamation for the false and highly defamatory statements made in the Unlawful Statements, including the Unlawful Stockhouse Statements, the Further Unlawful Stockhouse Statements, the Unsolicited Emails, and, ultimately, the Defamatory Manifesto (which was published multiple times, using various domain names), the Second Defamatory Manifesto, the Stafford Unlawful Stockhouse Statements and the Additional Unlawful Posts. The Doxtators are further liable for the false and defamatory statements they published about the Plaintiffs on Twitter...</p> <p>See also paragraphs 127-134, 141-442, which describe the defamatory meaning of the Unlawful Statements Rudensky is deemed to have admitted to having participated in publishing.</p>
<p>Rudensky (and the other Defendants) have taken steps to promote the dissemination of the Unlawful Statements, and to counteract the Plaintiffs' attempts to have the Unlawful Statements removed.</p>	<p>Amended Claim, at para. 28:</p> <p>28. Steps taken by the Defendants pursuant to the Conspiracy include the following:</p> <p>...</p> <p>(c) beginning on or around September 27, 2020, after the Plaintiffs took steps to have the Unlawful Statements on Stockhouse removed, the Defendants conspired to anonymously write, publish and disseminate a lengthy Internet post containing Unlawful Statements</p>

	<p>about the Plaintiffs (the “Defamatory Manifesto”) on a series of websites. The Plaintiffs believe that Stafford led the effort to draft and publish the Defamatory Manifesto, including because Stafford styles himself a “journalist” and is often hired as a promoter of stocks – including those mentioned in the Defamatory Manifesto – in pump and dump schemes, with the aim of creating publicity in order to artificially and often temporarily inflate the share price of companies in which his clients have a financial interest. The Defamatory Manifesto also mimics Stafford’s sensationalist writing style. The Plaintiffs further believe that Robert and Rudensky directly participated in the preparation and/or drafting of the Defamatory Manifesto, including (but not limited to) supplying Stafford with many of the false and defamatory allegations against the Plaintiffs, which Stafford then incorporated into the Defamatory Manifesto. However, the precise roles of the Defendants in crafting and disseminating the Defamatory Manifesto are known to them alone, and not yet known to the Plaintiffs;</p> <p>(d) and often temporarily inflate the share price of companies in which his clients have a financial interest. The Defamatory Manifesto also mimics Stafford’s sensationalist writing style. The Plaintiffs further believe that Robert and Rudensky directly participated in the preparation and/or drafting of the Defamatory Manifesto, including (but not limited to) supplying Stafford with many of the false and defamatory allegations against the Plaintiffs, which Stafford then incorporated into the Defamatory Manifesto. However, the precise roles of the Defendants in crafting and disseminating the Defamatory Manifesto are known to them alone, and not yet known to the Plaintiffs;</p>
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	<p>(e) as part of the Defamatory Manifesto, the Defendants set up a “tipline” operated by Stafford to collect further false and defamatory allegations against the Plaintiffs;</p> <p>...</p> <p>(g) after the Plaintiffs were forced to take steps to have websites publishing the Defamatory Manifesto taken down, the Defendants again re-published it on new websites, which were once again created in a manner to conceal the Defendants’ involvement. A version of the Defamatory Manifesto remains available on the Internet;</p> <p>(l) the Defendants generated an Excel spreadsheet titled “Journalists.xlsx” that was made up of a list of journalists, news editors and others in the business community to whom the Defamatory Manifesto would be sent, with the goal of maximizing its distribution (the file was created on September 30, 2020 and listed 2,854 names). In the metadata, James Stafford (who purports to be a “journalist” with access to such contacts) is indicated as the “author” of this spreadsheet. The Defendants sent the Defamatory Manifesto to the media in a concerted but unsuccessful attempt to use the media to further publicize the Unlawful Statements and lend them a false and unwarranted air of credibility;</p>
Rudensky has taken steps to conceal his identify, and that of his co- conspirators.	<p>Amended Claim, at para. 28.</p> <p>28. Steps taken by the Defendants pursuant to the Conspiracy include the following:</p> <p>...</p> <p>(f) The Defendants hired freelance web developers based in Bosnia and Herzegovina to register the websites on which they published the Defamatory Manifesto, to obscure the websites’ origins and conceal the</p>

	<p>Defendants' involvement in the publication, something that would only be part of a sophisticated plot;</p> <p>....</p> <p>(h) the Defendants used alter-ego Twitter accounts, and/or hired or otherwise procured or involved additional conspirators, to further disseminate and publish links to the Defamatory Manifesto;</p> <p>(i) the Defendants, similarly concealing their identities through alter-egos, using fake email addresses and Twitter accounts and VPNs, and/or by hiring or otherwise procuring or involving additional conspirators for this purpose, publicized and provided links to the Defamatory Manifesto on various Internet message boards and chat rooms. These message boards and chat rooms related to the Canadian and U.S. securities markets and are frequented by investors;</p> <p>(j) the Defendants also used alter-ego Twitter accounts to publish further false, defamatory, harassing, and malicious Unlawful Statements against the Plaintiffs, including wishing harm to come to Kassam, and inciting or encouraging others to harm him;</p> <p>(k) the Defendants published further false, defamatory, harassing, and malicious Unlawful Statements against the Plaintiffs through targeted emails sent from an anonymized email address;</p> <p>(m) from fall 2020 through at least spring 2021, the Defendants continued their coordinated defamation campaign by publishing false and defamatory Unlawful Statements in over 1,000 posts on the website Stockhouse. The Defendants took steps to conceal their identities and obscure</p>
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	the origin of these additional Stockhouse posts by using VPNs, and temporary email addresses;
Rudensky has acted with malice.	Amended Claim, at para. 33: 33. The Defendant Rudensky has an animus against Anson and Kassam tracing back to at least December 2018, when an independent forensic financial research firm, Hindenburg Research, posted critical findings about Aphria Inc. (“Aphria”), a publicly traded cannabis start-up. During this period, Aphria’s stock price fell over 40%. The critical research findings related to a key promoter of Aphria who is one of its founders, Andy DeFrancesco. DeFrancesco is the CEO of The Delavaco Group, a merchant bank of which Rudensky is a partner. Rudensky wrongfully blamed the Plaintiffs for Hindenberg’s critical research findings regarding Aphria.
Rudensky (and the other Defendants) have encouraged republication of the Unlawful Statements	Amended Claim, at para. 145: 145. The Defendants are also liable for republication of all of the Unlawful Statements, which was a natural and probable result of the Unlawful Statements given, among other things, the volume of Unlawful Statements published and publicized by the Defendants. In fact, the Defendants actively encouraged republication of the Defamatory Manifesto and Second Defamatory Manifesto, both in the text of the Defamatory Manifesto and Second Defamatory Manifesto themselves, and in Robert’s and Jacob’s tweets sharing the Defamatory Manifesto. Many of the nearly 1,000 Further Unlawful Stockhouse Statements also actively encouraged the republication of the Defamatory Manifesto and/or other Unlawful Statements. Republications of the Defamatory Manifesto and Second Defamatory Manifesto currently remain online.

Rudensky conduct has caused substantial damage to Kassam and Anson's reputation.

Amended Claim, at paras. 146-148

146. The Defendants' conduct has caused substantial damage to the Plaintiffs' business and reputations. The Unlawful Statements have been widely distributed and publicized and have been viewed by thousands of people to date. Versions of the Defamatory Manifesto and the Second Defamatory Manifesto remains widely available on the Internet. The Unlawful Statements have significantly interfered with and disrupted the Plaintiffs' business and affairs and their relationship with clients, counterparties, and potential investors, leading to a loss of business opportunities.

147. Moreover, the Plaintiffs have incurred significant costs and spent a significant amount of time investigating who is behind the Conspiracy and in seeking to have the Unlawful Statements removed from various websites.

148. As mentioned above, Anson has also received threatening telephone calls to its offices because of the Unlawful Statements.

Amended Claim, at paras. 150-151

151. Finally, the Defendants are liable for aggravated and punitive or exemplary damages. The Defendants maliciously and intentionally caused harm to the Plaintiffs through the repeated and coordinated and continuing publication, and broad online dissemination, of the Unlawful Statements. Further, Robert attempted to obtain significant payments and other benefits to purportedly assist Anson, which Anson refused. The Defendants knew, and in fact intended, that serious harm would result from their unlawful conduct.

152. The Defendants executed a coordinated, malicious campaign to spread lies about the Plaintiffs and damage their business, including

	<p>attempting to reach the attention of securities regulators such as the OSC, the SEC, and IIROC. The Plaintiffs believe that the Defendants intended to cause them to become the subject of regulatory inquiries or investigations on the basis of these false and misleading allegations. Such inquiries or investigations would result in serious and irreparable reputational harm, and in addition would force the Plaintiffs to divert significant time, financial and other resources, and management attention, towards addressing any such inquiries or investigations. The Defendants also took steps to attract media attention to the Unlawful Statements in an attempt to further publicize them. The Defendants acted in a high-handed, malicious, arbitrary and/or highly reprehensible manner, as set above, which constitutes a marked departure from ordinary standards of decent behaviour. The Defendants' conduct requires the sanction of the Court.</p>
<p>Rudensky (and the other Defendants) have persisted in publishing the Unlawful Statements despite Kassam and Anson's efforts to have the Unlawful Statements removed, and have threatened to publish further defamatory statements about Anson and Kassam.</p>	<p>Amended Claim, at para. 79:</p> <p>79. The earliest published version of the Defamatory Manifesto purported to be a standalone document. The Defamatory Manifesto was later amended to allege that it was the first of a three-part series (similar to the "Part 1" concept used in the title of the July 23 Stockhouse Post). "Part 2", the Second Defamatory Manifesto, has been published, as set out below. To Anson's knowledge, the third part has not yet been published. If it is, and it contains false, malicious and defamatory content similar to the Unlawful Statements already contained in the Defamatory Manifesto and the Second Defamatory Manifesto, it will cause further, irreparable damage to the Plaintiffs' business and reputations.</p>

	<p>Amended Claim, at para. 150:</p> <p>150. The Plaintiffs also seek an interim, interlocutory and permanent injunction restraining the Defendants from publishing further unlawful and defamatory statements about the Plaintiffs. As noted above, despite Anson’s diligent attempts to have the Defamatory Manifesto and Unlawful Stockhouse Statements removed from the Internet, the Defendants persist in acquiring new websites to publish and disseminate the Defamatory Manifesto, the Second Defamatory Manifesto and Additional Unlawful Posts; in repeating the Unlawful Statements and publicizing the Defamatory Manifesto and Second Defamatory Manifesto through social media, including Twitter; and in publishing the Further Unlawful Stockhouse Statements, which publicized and disseminated the Defamatory Manifesto, Second Defamatory Manifesto and other Unlawful Statements. In addition, the Defendants threatened the release of two additional “Parts” to the Defamatory Manifesto. They have released one additional “Part”, the Second Defamatory Manifesto, as well as the Additional Unlawful Posts about the Plaintiffs. This conduct has caused, is causing, and will continue to cause irreparable harm to the Plaintiffs’ business and their reputations. This nonstop game of “whack-a-mole” cries out for a remedy.</p>
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Bennett Jones

3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Wire Instructions to Bennett Jones LLP CAD Trust Account – Toronto, Ontario

Beneficiary Name: Bennett Jones LLP, in trust
Beneficiary Address 3400 One First Canadian Place
Toronto, ON M5X 1A4

Beneficiary Bank Name: Royal Bank of Canada
Bank Address 20 King Street West
Toronto, ON M5H 1C4
Canada

Beneficiary SWIFT Code ROYCCAT2
Beneficiary Account No: 060121161090 [5 digit transit no + 7 digit account no]
Bank Code: 003
Branch/Transit 06012

When wiring USD funds from outside of Canada, please also include the intermediary information below:

Intermediary Bank: JP Morgan Chase Bank, New York
Intermediary Swift Code: CHASUS33
Intermediary ABA Routing Code: 021000021

Please make reference to the lawyer's name or our client matter number.

Direct Deposits

For a direct deposit, you must certify the cheque that is being deposited to avoid any delays.

Email a copy of the cheque along with the deposit slip to the Lawyer's assistant.

NOTE: To comply with Law Society Rules, we do not accept cash into our Trust accounts.

Interac e-Transfer

Email: torontotrust@bennettjones.com

Please include the lawyer's name or our client matter number in the Message Field

Note: e-transfers are CAD only and are subject to daily limits set by the sender's bank

Should you have any questions, please contact:

Trust Coordinator
Phone: 416.863-1200
Email: torontotrust@bennettjones.com



Bennett Jones

3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
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F: 416.863.1716

Wire Instructions to Bennett Jones LLP USD Trust Account – Toronto, ON

Beneficiary Name: Bennett Jones LLP, in trust
Beneficiary Address 3400 One First Canadian Place
Toronto, ON M5X 1A4

Beneficiary Bank Name: Royal Bank of Canada
Bank Address 20 King Street West
Toronto, ON M5H 1C4
Canada

Beneficiary SWIFT Code ROYCCAT2
Beneficiary Account No: 060124007027 [5 digit transit no + 7 digit account no]
Bank Code: 003
Branch/Transit 06012

When wiring USD funds from outside of Canada, please also include the intermediary information below:

Intermediary Bank: JP Morgan Chase Bank, New York
Intermediary Swift Code: CHASUS33
Intermediary ABA Routing Code: 021000021

Please make reference to the lawyer's name or our client matter number.

Should you have any questions, please contact:

Trust Coordinator
Phone: 416.863.1200
Email: torontotrust@bennettjones.com

This is Exhibit “D” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



Bennett Jones

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Tel: 416.863.1200 Fax: 416.863.1716

Douglas Fenton
Associate
Direct Line: 416.777.6084
e-mail: fentond@bennettjones.com

October 6, 2023

Via E-Mail: andrew.rudensky@gmail.com; ar@delavaco.com and rudensky.arr@gmail.com

Andrew Rudensky

Dear Mr. Rudensky:

Re: Judgment -- Anson Advisors et al v. Stafford et al - CV-20-00653410-00CL

As you are aware, you are a defendant in an action commenced by Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP (collectively, "Anson") and Moez Kassam, in connection with a series of false and defamatory statements made about Anson and Mr. Kassam by you and other individuals. A motion for judgment on certain of the claims advanced against you was heard by Justice Osborne of the Ontario Superior Court of Justice on January 25, 2023.

On October 4, 2023, Justice Osborne granted judgment against you for defamation, and ordered you to pay Anson and Mr. Kassam \$450,000 in damages. You are prohibited from making any further defamatory or unlawful statements about Anson, any of their affiliates, current and/or past officers, directors and employees, or Mr. Kassam. You are also required to pay Anson and Mr. Kassam \$45,000 in legal costs within 30 days. Please note that this judgment is without prejudice to Anson and Mr. Kassam's right to obtain further relief, including further monetary relief, against you in the action.

We have enclosed with this letter a copy of the judgment, as well as a copy of Justice Osborne's reasons granting judgment.

Please make arrangements to pay the judgment immediately. You may do so by way of wire transfer to Bennett Jones LLP, on trust for Mr. Kassam and Anson. We have enclosed our firm's wire instructions for this purpose.

Your prompt attention to this matter is required.

October 6, 2023

Page 2

Best regards,

BENNETT JONES LLP



Douglas Fenton

DF:
Enclosure



This is Exhibit “E” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ANSON ADVISORS INC, ANSON FUNDS MANAGEMENT LP, ANSON
INVESTMENTS MASTER FUND LP and MOEZ KASSAM

Plaintiffs/Moving Parties

-and-

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR,
JACOB DOXTATOR, AND JOHN DOE 1, JOHN DOE 2, JOHN DOE 3,
JOHN DOE 4 AND OTHER PERSONS UNKNOWN

Defendants /Responding Party

AFFIDAVIT OF ATTEMPTED SERVICEI, Christopher Maniaci, Process Server, of the City of Toronto, in the Province of
Ontario **MAKE OATH AND SAY AS FOLLOWS:**

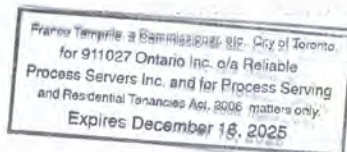
1. On October 11, 2023, at 4:38 p.m., I attempted to serve Andrew Rudensky with a copy of the Default Judgement, Reasons for Decision, Wire Transfer Instructions and Letter of Douglas Fenton dated October 6, 2023, at 4328 Clubview Drive, Burlington, Ontario.
2. A woman who identified herself to me as Karen Blahane answered the door.
3. Karen Blahane told me that no person by the name Andrew Rudensky lives at this address "4328 Clubview Drive, Burlington, Ontario".
4. Karen Blahane provided the name of her husband who lives with her as "Bruce Chapman".
5. Karen Blahane told me that many other people have come before to try and deliver packages to Andrew Rudensky at this address.
6. There was one car parked on the driveway; an "Infiniti" with the license plate number "AFEX 049".

SWORN Before me at the City of
Toronto, in the Province of Ontario
This 12th day of October 2023




Christopher Maniaci

A Commissioner of Oaths



This is Exhibit “F” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-20-00653410-00CL DATE: 26 October 2022

NO. ON LIST: 4

TITLE OF PROCEEDING: ANSON ADVISORS INC., ET AL. v. STAFFORD, ET AL.

BEFORE JUSTICE: JUSTICE OSBORNE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Matthew MILNE-SMITH	Counsel for Anson Parties	Mmilne-smith@dwpv.com
Maura O'SULLIVAN	Counsel for Anson Parties	mosullivan@dwpv.com
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Robert STALEY	Co-Counsel for Anson Parties	staleyr@bennettjones.com
Doug FENTON	Co-Counsel for Anson Parties	fentond@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
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Aris GYAMFI	Counsel for James Stafford and Robert Lee Doxtator	ag@complexlaw.ca
Kevin RICHARD	Counsel for Jacob Doxtator	krichard@groiaco.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE OSBORNE:

1. ~~THE PLAINTIFFS, DEFENDANTS TO COUNTERCLAIM,~~ seek remedies for the exchange of documents and the completion of examinations for discovery.
2. The Defendants James Stafford and Robert Lee Doxtator observe that the Plaintiff's have sought to compel production from nonparties (in other jurisdictions) with the result that there is no prejudice to exchanging productions and scheduling examinations in the future.
3. These two tracks can proceed concurrently. With the agreement of all parties, affidavits of documents and productions will be exchanged no later than December 15, 2022. Examinations for discovery of all parties will be completed, on dates to be agreed by and among counsel, with all examinations to be completed no later than March 15, 2023.

Osawa, J.

This is Exhibit “G” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE
COUNSEL SLIP / ENDORSEMENT

COURT FILE

NO.: CV-20-00653410-00CL

DATE: 08-DEC-2022

TITLE OF
PROCEEDING

ANSON ADVISORS INC. ET AL. v. STAFFORD ET AL.

BEFORE JUSTICE OSBORNE

NAMES OF COUNSEL AND PARTY:

☐ APPLICANT(S)

PHONE

PLAINTIFF(S)

- Doug Fenton
- Maura O'Sullivan
- ☒ - Andrew Carlson
- Matthew Milne-Smith
- Rob Staley
- Dylan Yegendorf

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NAMES OF COUNSEL AND PARTY:

☐ RESPONDENT(S)

PHONE

☐ RESPONDENT(S)

DEFENDANT(S)

- Won J. Kim (Counsel to James Stafford and Robert Doxtator)
- ☒ - Aris Gyamfi (Counsel to James Stafford and Robert Doxtator)

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ag@complexlaw.ca

☐ DEFENDANT(S)

PHONE

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NAMES OF COUNSEL AND OTHER PARTIES:

☐

☐

PHONE

EMAIL

PHONE

CLIVAIL

ENDORSEMENT OF JUSTICE OSBORNE:

[1] The Plaintiffs sought this case conference for the purpose of scheduling a motion for default judgment against the defendant, Andrew Rudensky. Counsel for the Plaintiffs and counsel for the Defendants other than Mr. Rudensky appeared today.

[2] Mr. Rudensky was added as a defendant earlier this year. He was served with the statement of claim and was noted in default on August 23, 2022. The Plaintiffs have already served and filed their motion record by which they seek default judgment against him.

[3] Mr. Rudensky has not defended the action. Counsel for the Plaintiffs advised today that neither has he participated at all nor initiated any communications or dialogue with them, even on an informal basis.

[4] The Plaintiffs' motion for default judgment against Mr. Rudensky is scheduled for a half-day appointment on January 25, 2023. On my direction, the Plaintiffs will ensure that Mr. Rudensky is served with a copy of this Endorsement and is aware of the motion date. Again, he has already been served with the motion materials which I would have directed in any event in this case, notwithstanding Rule 19.02(3).

Osborne, J.

This is Exhibit “H” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE
COUNSEL SLIP / ENDORSEMENT

COURT FILE

NO.: CV-20-00653410-00CL

DATE: 08-DEC-2022

TITLE OF
PROCEEDING

ANSON ADVISORS INC. ET AL. v. STAFFORD ET AL.

BEFORE JUSTICE OSBORNE

NAMES OF COUNSEL AND PARTY:

☒ APPLICANT(S)

PHONE

PLAINTIFF(S)

- Doug Fenton
- Maura O'Sullivan
- ☐ - Andrew Carlson
- Matthew Milne-Smith
- Rob Staley
- Dylan Yegendorf

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staleyr@bennettjones.com
yegendorfd@bennettjones.com

NAMES OF COUNSEL AND PARTY:

☐ RESPONDENT(S)

PHONE

☒ RESPONDENT(S)

DEFENDANT(S)

- Won J. Kim (Counsel to James Stafford and Robert Doxtator)
- ☐ - Aris Gyamfi (Counsel to James Stafford and Robert Doxtator)
- Kevin Richard (Counsel to Jacob Doxtator)
- Bethanie Pascutto (Counsel to Jacob Doxtator)

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ag@complexlaw.ca
krichard@groiaco.com
bpascutto@groiaco.com

☐ DEFENDANT(S)

PHONE

EMAIL

NAMES OF COUNSEL AND OTHER PARTIES:

PHONE

EMAIL

PHONE _____

EMAIL _____

ENDORSEMENT OF JUSTICE OSBORNE:

[1] This case conference was requested originally to address a number of issues relating to documentary production. To the credit of all counsel, many, if not most, of those issues have now been resolved on consent.

[2] The individual plaintiff Moez Kassam will deliver an Affidavit of Documents as agreed, whether or not those documents listed on Schedule A are the same, in whole or in part, as those documents produced by other plaintiffs.

[3] There has been much discussion among counsel about the form and content of Schedule B to the Affidavits of Documents of all parties. The Rules and related jurisprudence require that each document be identified and the basis for the claim of privilege asserted be stated. There is undoubtedly a convention and practice to refer in Schedule B to “boilerplate language”, or simply include a generic reference to the three usual categories of documents over which privilege is claimed, without identifying each document, or even whether there are documents in any of the categories.

[4] Where there is a live issue, however, about documents over which privilege is claimed, a more fulsome Schedule B may be required. Here, all parties will identify their respective Affidavits of Documents whether there are in fact documents over which privilege is claimed in any or each of the three usual categories. Moreover, as Mr. Kim submits, it may very well be that at least for a subset of documents over which privilege is claimed, a fulsome Schedule B identifying each of those documents is necessary and appropriate.

[5] The parties will continue their collaborative discussions about whether the documents over which privilege is claimed need to be identified in whole or in part, being mindful of:

- a. the requirement of proportionality and efficiency [i.e., requiring the additional work if it is genuinely relevant to an issue in the action];
- b. the principle of reciprocity and consistency: the level of detail agreed [or ordered, if necessary] will apply to all parties]; and
- c. as always, there may be submissions made at the end of the day with respect to costs, and what work was required, by whom, when and for what purpose.

Osborne, J.

This is Exhibit "I" referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

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

DATE: 27 February 2023

NO. ON LIST: 6

TITLE OF PROCEEDING: **ANSON ADVISORS INC. ET AL. v. STAFFORD ET AL.**

BEFORE JUSTICE: **P. OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Robert Staley	Anson Advisors Inc. et al.	staleyr@bennettjones.com
Andrew Carlson	Anson Advisors Inc. et al.	acarlson@dwpv.com
Matthew Milne-Smith	Anson Advisors Inc. et al.	Mmilne-smith@dwpv.com
Douglas Fenton	Anson Advisors Inc. et al.	fentond@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Won J. Kim	James Stafford & Robert Doxtator	wjk@complexlaw.ca
Kevin Richard	Jacob Doxtator	krichard@groiaco.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. This case conference was requested by the Defendant James Stafford and the defendant/Plaintiff by Counterclaim Robert Doxtator.
2. At a case conference on October 26, 2022, I directed that productions be exchanged by December 15, 2022 together with affidavits of documents, and that examinations for discovery in this matter be completed by March 15, 2023.
3. At a further case conference on December 22, 2022, I addressed a number of issues including the request made then for the first time by counsel for Mr. Stafford for a more detailed Schedule B in the affidavit of documents from the plaintiffs.

7. For a variety of reasons, the parties have been unable to come to an agreement with respect to a final schedule for the examinations and other case management matters.
5. Today, Mr. Kim as counsel for Mr. Stafford and Mr. Doxtator submits that two potential issues have arisen.
6. First, Mr. Kim submits that he may be in an irreconcilable position of conflict as between his two clients and may be unable to continue as counsel of record.
7. Second, he submits that information, and in particular a series of text messages, have been disclosed for the first time as part of the detailed Schedule B just recently received, which put the conduct of one of the former law firms squarely in issue and with a further result that some information upon which the statement of claim of the plaintiffs is based, may apparently have been obtained improperly.
8. I heard from all counsel on these issues.
9. With respect to the potential conflict, it seems that counsel for those parties had in place a retainer agreement that provided that, in the event of a conflict, the firm would no longer act for Mr. Doxtator but would continue, with the consent of Mr. Doxtator, to act for Mr. Stafford. Mr. Kim advises that it is not clear, at least now, that Mr. Doxtator accepts that position, with the result that he (Mr. Kim) may have to bring a motion to get off the record entirely or to get off the record for Mr. Doxtator, in either case the motion may be opposed by Mr. Doxtator.
10. With respect to the text messages, the plaintiffs submit vigorously, and counsel for the defendants was not in a position to dispute, that the documents had in fact been produced some time ago. There is nothing new. If those documents, whenever they were disclosed, have the effect of requiring that relief be soft and perhaps granted in respect of the claim of the plaintiffs, that is for another day.
11. Today, my objective is to try to keep this matter moving and on track, in an efficient, expeditious and fair manner.
12. In the result, Mr. Stafford will be examined for a full day on March 23, 2023, or such other date as all parties may agree, in March, 2023. All counsel are in agreement with the March 23 date or such other date as may be agreed.
13. Mr. Kim will determine, in consultation with his clients and potentially with new counsel for either or both of them if there is such new counsel, whether a motion to remove his firm from the record for either or both of those parties is required. If it is required, it will be heard on March 28, 2023 commencing at 11 AM. All counsel have confirmed their availability for that date. Mr. Kim will ensure that the motion is properly briefed and material served and filed in advance such that the motion can proceed on that date. If the issues get resolved such that a contested motion is not necessary, so that the date can be vacated.

Oliver, J.

This is Exhibit “J” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

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

DATE: July 4, 2023

NO. ON LIST: 6

TITLE OF PROCEEDING: **ANSON ADVISORS INC. et al v. DOXTATOR et al**

BEFORE JUSTICE: **OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
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Dylan Yegendorf	Lawyer for the Plaintiff	Yegendorfd@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
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Megan B. McPhee	Lawyer for the Defendants James Stafford & Robert Doxtator	mbm@complexlaw.ca
Kevin Richard	Lawyer for Defendant Jacob Doxtator	krichard@groiaco.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE OSBORNE:

1. This case conference was requested by the plaintiffs to address four matters:
 - a. a motion for production of certain information from Yahoo Canada;
 - b. a breach by the defendant Robert Doxtator of the deemed undertaking rule by sending tweets concerning documents and information obtained from the plaintiffs during examinations for discovery;
 - c. setting a trial date in this action; and
 - d. addressing a proposed anti-SLAPP motion by the defendants James Stafford and Robert Doxtator.
2. With respect to the production from Yahoo Canada, this was previously the subject of a motion I heard and in respect of which I directed the issuance of a Letter of Request as against Yahoo in the United States. Yahoo has now confirmed that the proper party with the information is in fact Yahoo Canada, with the result that the relief sought today is necessary. It is not opposed by any party.
3. I am satisfied it is appropriate for the reasons set out in my Endorsement on the earlier motion. Order to go in the form signed by me today which is effective immediately and without the necessity of issuing and entering.
4. With respect to the breach by Robert Doxtator, his counsel Mr. Kim candidly conceded that the breach had occurred but assure the Court of the lack on the part of his client of any *mala fides* or intent to breach any undertaking or rule. Counsel confirmed that it happened once, and when it was brought the attention of his client, the offending tweet was removed within 15 minutes. Mr. Kimmel reinforce upon his client the expectations of this Court and his client's own obligations as a party in this proceeding. If such conduct occurs again, the plaintiffs may seek appropriate relief.
5. With respect to the proposed anti-SLAPP motion, Mr. Kim submits that his clients learned only during recent examinations for discovery of the evidence that underlies his proposed motion, and he moved with alacrity thereafter to schedule this case conference and bring the motion. Mr. Staley submits that the information was in fact contained in a transcript from October 2020 with the result that it is already 2.5 years old and the defendants have not moved with any haste as is expected and required.
6. I cannot address the merits of such a motion, or lack thereof, on the very limited materials before me today. I cannot therefore declined to schedule such a motion as is urged upon me by the plaintiffs, but equally it is not right for scheduling today.
7. Mr. Kim will serve his proposed motion materials no later than August 15, 2023, in order that the plaintiffs can consider their position with respect to the relief sought. That motion can then be addressed as necessary, including scheduling, at the case conference I discuss below.
8. There are outstanding undertakings and refusals arising from the examinations that have already been completed. On the consent of all parties, all undertakings will be answered no later than August 31, 2023. By the same date, all parties will confirm any refusals maintained, and exchange comprehensive charts organizing those refusals into categories or topics as necessary and appropriate, and stating opposite each refusal or category of refusals the reason for the refusal.

9. I will then continue this case conference on September 15, 2023 commencing at 12:30 PM and continuing for one hour, at which time the parties will have had an opportunity to jibe just the proposed motion materials as well as the undertakings and refusals materials such that all parties will be in a position to address the next steps in this matter and the timing thereof.

10. I reminded the parties that trial dates on the Commercial List can be set by the Team Leads, Justices Conway and Penny. This matter is not yet ready for trial. The refusals issues are outstanding, and most if not all parties have indicated today their intention to exchange expert reports and that has not been completed. Readiness for trial can be further canvassed at the next case conference.

Oliver, J.

This is Exhibit “K” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal flourish extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-20-00653410-00CL DATE: September 13, 2023

NO. ON LIST: 3

TITLE OF PROCEEDING: ANSON ADVISORS INC. et al v JAMES STAFFORD et al

BEFORE: JUSTICE OSBORNE

PARTICIPANT INFORMATION

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For Applicant:

Name of Person Appearing	Name of Party	Contact Info
ANDREW CARLSON	ANSON ADVISORS INC. ET AL	acarlson@dwpv.com

For Applicant:

Name of Person Appearing	Name of Party	Contact Info
WON J. KIM MEGAN B. MCPHEE RACHAEL SIDER NICOLE KELLY	JAMES STAFFORD AND JACOB DOXTATOR AND DEF/PLF BY CNTRCLM ROBERT DOXTATOR	mbm@complexlaw.ca rs@complexlaw.ca njk@complexlaw.ca wjk@complexlaw.ca

ENDORSEMENT

[1] This case conference was scheduled before me to address two issues:

- a. a proposed motion by the Defendants James Stafford and Robert Doxtator (referred to collectively as “the Defendants” for the purposes of this Endorsement since the Defendant Jacob Doxtator is not a moving party on the proposed motion) to amend their Amended Statement of Defence and Counterclaim; and
- b. a proposed anti-SLAPP motion by the Defendants.

[2] The Plaintiffs consent to the Amended Amended Statement of Defence and Counterclaim in the form attached as Schedule “A” to the Notice of Motion of the Defendants dated August 31, 2023, on the basis that their consent is without prejudice to their right to plead the expiry of applicable limitation periods in response, and their right to examine on the newly amended pleading if they wish to do so. Those terms are reasonable and in any event or consented to by the Defendants.

[3] The Defendants are granted leave to amend their pleading as above. They will submit to me a draft order.

[4] The Defendants seek to bring an anti-SLAPP motion in accordance with section 137.1 of the *Courts of Justice Act* to dismiss the main action and they seek to have that motion scheduled. The Plaintiffs object to that proposed motion being scheduled and seek the imposition of a case management timetable and a trial date.

[5] I was appointed Case Management Judge in respect of this proceeding last year by Justice McEwen, the then Commercial List Team Lead. I have been case managing this matter since that time and have conducted numerous case conferences with counsel for the parties relating to various procedural and interlocutory matters.

[6] Case conferences are contemplated by *Rule 50.13*, which gives the Court the ability to make a procedural order, give directions, make an order for interlocutory relief, or convene a hearing, among other things. It is my role to manage this proceeding in a fair and equitable way, and in a manner that most efficiently utilizes the extremely scarce judicial resources of the Commercial List.

[7] It is the strong preference of the Court to adjudicate and dispose of actions on their merits, and on the basis of a full record. In my view in this case, that means finalizing the pleadings, completing documentary production and examinations for discovery, and getting the matter on for trial as soon as possible. Virtually every step in this proceeding is hotly contested. Very little proceeds on consent and the advice and directions of the Court are consistently and repeatedly required to move the matter along and advance it in any meaningful way toward trial.

[8] This matter has already had a long and acrimonious history. The acrimony and tension continues, and regrettably the action is not nearly as advanced as it ought to be, given that it has already been pending for almost three years. There have been numerous motions and/or case conferences.

~~This action was commenced by issuance of the Statement of Claim on December 8, 2020.~~

[10] On October 26, 2022, a case conference was scheduled before me at the request of the Plaintiffs, Defendants to Counterclaim, who sought the imposition of deadlines for the exchange of productions and the completion of examinations for discovery. The Defendants (James Stafford and Robert Doxtator) sought to postpone production deadlines and examinations for discovery on the basis that the Plaintiffs had sought to compel production from non-parties in other jurisdictions.

[11] I gave directions to the effect that the two tracks could and should proceed concurrently. On the consent (importantly) of the parties, affidavits of documents and productions were agreed to be exchanged no later than December 15, 2022, and examinations for discovery of all parties were to be completed no later than March 15, 2023.

[12] On December 22, 2022, another case conference before me was requested to address a number of issues relating to documentary production. Many of those issues were resolved on consent, but other issues were not. I gave directions with respect to those issues.

[13] On February 24, 2023, I conducted yet another case conference requested by the Defendants arising out of the fact that the parties had been unable to come to an agreement with respect to a final schedule for the examinations for discovery and other case management issues.

[14] Counsel for the Defendants then raised the fact that they could be in an irreconcilable position of conflict of interest as between their (then) two clients such that they may not be able to continue. I directed that if necessary, counsel should bring a motion to be removed from the record. I secured from the Trial Coordinator a fixed date of March 28, 2023 for the hearing of that motion if required. Ultimately, that motion was never brought.

[15] A second issue addressed at that case conference of February 24, 2023 arose out of the alleged conduct of one of the former law firms involved in the matter as a result of which, the Defendants alleged, the Plaintiffs had relied in their claim in part on information that had been improperly obtained.

[16] I made further directions about specific dates for the completion of examinations for discovery.

[17] On July 4, 2023, I conducted another case conference in this matter at which I addressed four issues. One of those issues was the request of the Plaintiffs that the Court fix a trial date.

[18] Another of those issues related to a proposed anti-SLAPP motion, which was raised for the first time and in respect of which counsel for the Defendants requested that a motion date be scheduled. Counsel for the Defendants submitted that they had learned only during the then recent examinations for discovery of the evidence on which the proposed anti-SLAPP motion was based, with the result that the motion was not untimely and could not have been brought earlier. The Plaintiffs vigorously objected.

[19] In the circumstances, and as reflected in my Endorsement , I was not in a position to determine the merits of any such proposed motion, or the timeliness thereof, on the basis of the limited materials before me and without even a draft Notice of Motion. I directed the Defendants to serve their proposed motion materials no later than August 15, 2023, in order that the Plaintiffs could consider their position with respect to the relief sought. I advised that I would then address the motion if necessary at today's case conference.

[20] A third issue addressed at the July 4 case conference related to outstanding undertakings and refusals arising from the examinations that had already been completed. On the consent of all parties, the undertakings were ordered to be answered no later than August 31 and, by the same date, all parties were to confirm any refusals being maintained, and exchange comprehensive charts organizing those refusals into categories or topics as necessary and appropriate, and stating opposite each refusal or category of refusals, the basis for the refusal.

[21] With respect to the request of the Plaintiffs that a trial date be fixed, I reminded the parties that such dates were fixed by the Commercial List Team Leads but that in any event, the matter was not yet ready for trial since refusals were outstanding and all expert reports had not yet been exchanged.

[22] That brings me to the anti-SLAPP motion sought to be scheduled today.

[23] The Defendants' anti-SLAPP motion materials were in fact delivered two weeks late on August 31, 2023. There are numerous outstanding refusals from the examinations of the Defendants, which the Plaintiffs submit are improper.

[24] The Defendants delivered one omnibus motion record in respect of both their proposed anti-SLAPP motion and the motion to amend their pleading discussed above.

[25] By Notice of Motion dated August 31, 2023, the Defendants seek to bring a motion dismissing the main action against the Defendants Robert Doxtator and James Stafford. The Notice of Motion states the following, in part, as to the grounds for the motion (paraphrased and summarized):

- a. the Moving Defendants seek dismissal of this action in its entirety as against them for being a SLAPP, based on the following evidence that came to light during discoveries:
 - i. the Plaintiff strategically brought this lawsuit to "flex" for stakeholders and to discourage individuals from publicly criticizing the market and business strategies;
 - ii. the Plaintiffs do not have any probative evidence linking the Defendants to the alleged conspiracy, as any "evidence" they do have is circumstantial, manufactured, and from an unknown source; and
 - iii. the Plaintiffs have not suffered any damages, and in fact, had record returns and a higher asset base following the publication of the Impugned Statements (as defined below);
- b. the core allegation in the [claim] is that the Defendants conspired to publish and distribute public statements anonymously and pseudo-anonymously with the predominant purpose of injuring the Plaintiffs' business and reputations. These published public statements (the "Impugned Statements") are:
 - i. tweets posted on two different Twitter accounts between August 25, 2019 and October 30, 2020;
 - ii. posts made on stockhouse.com by four different accounts between November 18, 2020 and March 10, 2021; and

iii. two reports or manifestos originally published on September 29, 2020 and June 28, 2021 currently hosted on the website www.marketfrauds.to;

- c. the Impugned Statements are concerned with matters of public interest, as they all pertain to the Plaintiffs' short selling practices and how the effect the integrity of Canadian capital markets;
- d. Robert Doxtator admits to publishing some but not all of the Impugned Statements described above at paragraphs 25(b)(i) and (ii). James Stafford admits to publishing some but not all of the Impugned Statements described at paragraph 25(b)(ii). Both otherwise deny any involvement in publishing or disseminating the Impugned Statements (i.e., the balance of the Impugned Statements described above at paragraphs 25(b)(i) and (ii), and all of the Impugned Statements (i.e., the "manifestos") described above at paragraph 25(b) (iii));
- e. the Plaintiff Moez Kassam has unequivocally demonstrated the nature and purpose of this action to be strategically designed to discourage public criticism of the Plaintiffs and to "flex" for the Plaintiffs' shareholders;
- f. the harm likely to be or that has been suffered by the Plaintiffs as a result of the Moving Defendants' expression is not sufficiently serious that the public interest in permitting the action to continue outweighs the public interest in protecting the Moving Defendants' expression; and
- g. the Moving Defendants' motion is timely as it was brought as a result of evidence given during Mr. Kassam's examination for discovery in April 2023, and within a year of the close of pleadings.

[26] Anti-SLAPP motions are permitted by s. 137.1 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, which provides that such a motion may be brought at any time after claim is commenced. This Court and the Court of Appeal have been clear that anti-SLAPP motions must be brought in a timely manner and at an early stage of the action. The Defendant is not even required to first deliver a statement of defence. The motion records will be more abbreviated than would be expected at a later point in the proceedings: see *1704604 Ontario Ltd. v. Pointes Protection Association*, 2018 ONCA 685 (CanLII), 142 O.R. (3d) 161, ("*Pointes*") at paras. 76, 77.

[27] The defendant must demonstrate that the litigation arises out of the defendant's expression on a matter relating to the public interest. If the defendant meets that onus, the onus shifts to the plaintiff to demonstrate that its lawsuit clears the merits-based hurdle in s. 137.1(4)(a) and the public interest hurdle in s. 137.1(4)(b): *Pointes*, at para. 7.

[28] As stated by the Court of Appeal in *Pointes*, at para. 78:

Motion judges must be careful that s. 137.1 motions do not slide into *de facto* summary judgment motions. If the motion record raises serious questions about the credibility of affiants and the inferences to be drawn from competing primary facts, the motion judge must avoid taking a "deep dive" into the ultimate merits of the claim under the guise of the much more limited merits analysis required by s. 137.1(4)(a). If it becomes apparent to the motion judge that a proper merits analysis would be go beyond what could properly be taken within the confines of a s. 137.1 motion, the motion judge should advise the parties that a motion for summary judgment would provide a more suitable vehicle for an expeditious an early resolution of the claim.

[29] All of this reinforces the overarching requirement that such motions be brought early in the proceeding and even before the action is defended. The whole point of s. 137.1 in the first place is to permit anti-SLAPP

motions as soon as such claims are brought, so that the defendants do not have to spend the resources litigating claims that ought not to have been commenced in the first place. That is why the courts have described anti-SLAPP motions as screening devices intended to be brought “at the outset of the proceeding before either the plaintiff or the defendant has had the opportunity to marshal the type of evidence that they would for a trial”.

[30] That is why such motions are not to be used as a surrogate for summary judgment: See also *Lascaris v. B’nai Brith Canada*, 2019 ONCA 163, 144 O.R.(3d) 211 at para. 30.

[31] To the observation of our Court of Appeal that it not be used as a surrogate for summary judgment, I would add what I think is obvious; namely that it is not to be used as a surrogate for trial when trial is around the corner.

[32] Just as the Defendants themselves submit here (see para. 25(f) above), s. 137.1 is intended to allow for the dismissal of such claims as soon as they are brought because the harm suffered by the plaintiff as a result of the expression by the defendant is not sufficiently serious that the public interest in permitting the action to continue outweighs the public interest in protecting the expression of the defendant.

[33] Here, the action is almost three years old. Mr. Stafford was added as a party in May, 2022, almost 1.5 years ago.

[34] Both Robert Doxtator and James Stafford explicitly and specifically raised the anti-SLAPP issue or potential issue in their respective Statements of Defence (see Defence of Robert Doxtator at paras. 3 and 11 filed March 26, 2021; Defence of James Stafford at paras. 24 – 28 with explicit reference to s. 137.1 filed June 28, 2022). Yet no such motion was ever brought.

[35] Voluminous productions including thousands of documents have been exchanged. Multiple days of examinations for discovery have already been completed. Equally voluminous answers to undertakings have been provided together with supplementary productions. Other refusals remain outstanding. Numerous motions and case conferences have been conducted, and at the most recent case conference the Plaintiffs requested that the Court fix a date for the trial of the action.

[36] And now, the motion is proposed for the first time as I, in my capacity as case management judge, have been providing directions to the parties to clean up the remaining matters so that the action is ready for trial as soon as possible.

[37] Moreover, it is now proposed to be brought largely on the basis of the improper motive of the Plaintiff as, the Defendants submit, evidenced by Mr. Kassam’s desire to “flex for his shareholders” (see paras. 25(a)(i) and (e) above). That is clear from both the Notice of Motion and the submissions of counsel for the Defendants made today. Yet the Defendants submit that the motion has been brought only now because (as noted above at para. 25(g)) they only obtained the necessary evidence about the alleged “flex for shareholders” on Mr. Kassam’s examination for discovery conducted in April of this year.

[38] However, that assertion flows from an audio recording of Mr. Kassam surreptitiously taken by Robert Doxtator that has been in his (Doxtator’s) possession since October, 2020 and was included in his own productions made in this proceeding long ago.

[39] That the Defendants have had that information for a long time and indeed since before this action was commenced almost three years ago is clear from the Defences themselves as excerpted above – the Defendants

pleaded that very point. The fact that there has been a change of counsel does not alter the fact that this issue has been alive in the eyes of the Defendants since before the commencement of the action.

[40] At the case conference today, I inquired of counsel for the Defendants as to what evidence was elicited on the recent examination for discovery that provided the foundation for the proposed motion only now. The answer was that it was only on the recent examination that Mr. Kassam acknowledged that the voice on the recording was his.

[41] I cannot accept this as a response to the patent untimeliness of the proposed motion. The Defendants could easily have brought the motion as soon as the action was commenced and file the evidence of the recording as an exhibit to an affidavit presumably from Mr. Doxtator attesting to the veracity of the recording. It would then be up to the Plaintiffs to file an affidavit from Mr. Kassam in response to the motion either admitting or denying the record. Either way, there was no reason to wait over two years to bring the motion. I am not persuaded that there is any new evidence elicited on the recent examinations for discovery that is relevant to the issue of the timeliness of this motion.

[42] In short, there is no screening function to be performed here before the resources are spent on prosecuting or defending an action. That work has to a large extent already been done. The imposition of a stay now, at this late stage, pending a final determination of an anti-SLAPP motion, is not accretive to the fair and expeditious determination of all issues on the merits.

[43] Moreover, it is clear to me that such a motion, at this stage, would involve precisely the sort of deep dive that the Court of Appeal cautioned against in *Pointes*. Issues of credibility are going to be central.

[44] Finally, there is an incongruity in the position of the Defendants who at once both deny making many of the Impugned Statements (including the manifestos) and deny any involvement in the alleged conspiracy, and yet also seek to bring the motion explicitly on the basis that, as required by s. 137.1, the statements of the defendants should be protected as a public interest.

[45] The Defendants raised many issues in their case conference brief, but in my view, and as I advised counsel at the case conference, the issues raised are, in my view, largely issues for trial. The Defendants may be correct in what they submit, and if they are, the action may be dismissed.

[46] All the more reason to get this matter on for trial in order that all of the issues can be explored, on a full evidentiary record, to arrive at a proper, fair and equitable determination on the merits. An anti-SLAPP motion, brought at this late stage, will only delay that merits determination. Moreover, I am concerned given the allegations of mischief by various parties to this action, and the level of acrimony between and among the parties, that time is of the essence and that additional time has so far served only to yield more disputes and further allegations. The parties need to get on with the matter now.


[47] Exercising my case management function over this proceeding, I decline to schedule the motion.

[48] The parties are directed to agree forthwith on a proposed case management timetable which provides completion dates for all remaining steps required to get this matter ready for trial, including any additional pleading amendments arising as a result of the Amended Amended Statement of Defence and Counterclaim ordered on consent today, additional production and discovery obligations and any other matters.

[49] If the parties cannot agree on such a timetable, they may request a further case conference before me and I will impose one, although reluctantly, as I remind the parties of the expectations of litigants and counsel

On the Commercial List. I implore the parties to agree to an expeditious timetable. The parties are entrenched in their respective positions and confident in those positions at trial. All counsel purport to be in agreement that the matter should be tried as soon as possible. I agree, and I urge them in the strongest possible terms to agree on a schedule for all pretrial matters.

[50] Once those steps have been completed, the Commercial List Team Leads can fix a trial date.

A handwritten signature in black ink, appearing to read "Osborne, J.", written over a horizontal line.

Justice Osborne

This is Exhibit “L” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL/ENDORSEMENT SLIP

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

DATE: November 17, 2023

NO. ON LIST: 6

TITLE OF PROCEEDING: ANSON ADVISORS INC. et al v. STAFFORD et al

BEFORE: JUSTICE OSBORNE

PARTICIPANT INFORMATION

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	ANSON FUNDS MANAGEMENT LP	yegendorfd@bennettjones.com
	ANSON INVESTMENTS MASTER FUND	fentond@bennettjones.com
	KASSAM, MOEZ	

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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KIM, WON-JIN MCPHEE, MEGAN	DOXTATOR, JACOB	mbm@complexlaw.ca
	STAFFORD, JAMES	

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE OSBORNE:

- [1] This case conference was scheduled to deal with timetabling issues. I had advised the parties at a previous case conference that I intended to fix a case management timetable for the completion of all remaining steps such that this matter could be scheduled for trial.
- [2] Two motions need to be scheduled.
- [3] First, Mr. Polyzogopoulos appears for Mr. Rudensky and seeks to schedule a motion to set aside default judgment. That motion will proceed on **January 15, 2024 commencing at 10:00 AM and continuing for 90 minutes as necessary**. All counsel have confirmed their availability for that date and that they will sort out among themselves a timetable for the exchange of materials and cross examinations as necessary. As I granted default judgment, that motion will be heard by another judge of the Commercial List.
- [4] Second, Mr. Kim seeks to schedule a motion to remove his firm as counsel of record for Mr. Robert Doxtator in this action and also in another unrelated solicitors' negligence action that has just been commenced on the Civil List. That motion will proceed on **December 8, 2022 at 10 AM via Zoom** before me. Mr. Kim will ensure that is motion materials and this Endorsement are brought to the attention of Mr. Robert Doxtator promptly so he is aware of the date. Mr. Kim advises that his present understanding is that Mr. Doxtator intends to oppose that motion. Materials may be filed directly with me. It makes good practical sense to deal with both actions at once, even though the other action is on the Civil List, particularly since the solicitors' negligence action is in its infancy. The statement of claim has just been served but no other steps have been taken. Mr. Kim will advise the defendants in that action of the motion date although I would not expect they would oppose.
- [5] At the request of the Plaintiffs and on the consent of Defendants except for Mr. Robert Doxtator, all other parties will deliver any refusals motions in connection with answers to undertakings, questions taken under advisement and questions refused, all arising out of the previously conducted examinations, by November 30, 2023.
- [6] Once there is a final determination with respect to the motion to set aside default judgment, I will make myself available to conduct a case conference to consider a case management timetable for all remaining steps to be completed before trial.

Osborne, J.

This is Exhibit “M” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023



Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

COURT FILE NO. CV-20-00653410-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

B E T W E E N:

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

Plaintiffs/Defendants to Counterclaim

- and -

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE
DOXTATOR, JACOB DOXTATOR, AND JOHN DOE 1, JOHN
DOE 2, JOHN DOE 3, JOHN DOE 4, AND OTHER PERSONS

UNKNOWN

Defendants/Plaintiffs to Counterclaim

--- This is the Examination for Discovery of
JAMES STAFFORD, taken by Neesons - a Veritext
Company, via Zoom virtual platform, with all
participants attending remotely, on the 23rd of
March, 2023.

REPORTED BY: Amy Armstrong, CVR-RVR

1 558 Q. Were you aware of Robert holding
2 any ill-will towards Anson, Mr. Kassam, or Sunny
3 Puri?

4 A. No.

5 559 Q. Has Robert ever authored an
6 article for OilPrice to your knowledge?

7 A. Let me have a think.

8 No.

9 560 Q. Mr. Rudensky you'll see at
10 paragraph 6 of your Statement of Defence, which
11 hopefully you still have in front of you.

12 A. I don't.

13 MR. KIM: We'll get it.

14 Sorry, it's taking a second.

15 BY MR. MILNE-SMITH:

16 561 Q. Paragraph 6 on page 2.

17 A. Mm-hmm.

18 562 Q. It says that you were introduced
19 to Andrew Rudensky through a mutual acquaintance
20 many years ago.

21 Do you know who that mutual
22 acquaintance was?

23 A. I can't remember.

24 563 Q. And it says:

25 "Rudensky's a trader who Stafford

1 consults from time-to-time regarding
2 his knowledge of the capital markets"
3 and that you've also invested in some
4 of Rudensky's business dealings over
5 the years and you share a casual
6 friendship.

7 That's correct?

8 A. What is a "casual" friendship?

9 564 Q. That was my question. Describe
10 for me --

11 MR. KIM: Counsel --

12 THE WITNESS: He referred to detail on
13 the question. You're asking a question, can you
14 define "casual"?

15 BY MR. MILNE-SMITH:

16 565 Q. Well, it's your pleading, sir,
17 but let me ask you to state in your own words,
18 how would you describe your relationship with
19 Mr. Rudensky?

20 A. We spoke on a number of times. I
21 think he's a nice person.

22 566 Q. Have you ever met him in person?

23 A. I have.

24 567 Q. Okay. How many times?

25 A. I don't know. Might have been at

1 a conference I was at. Maybe two.

2 568 Q. Okay. How about any written
3 communications of any kind? So WhatsApp, text,
4 email?

5 A. Again, I'm a phone guy.

6 569 Q. I'd like to ask for the same
7 undertaking I asked with respect to
8 Mr. Doxtator, for Mr. Stafford to contact his
9 mobile service provider and/or any messaging
10 service providers and ask for a record of any
11 communications between Mr. Stafford and
12 Mr. Rudensky?

13 U/A MR. KIM: We'll take that under
14 advisement.

15 BY MR. MILNE-SMITH:

16 570 Q. Do you recall ever discussing
17 Mr. Kassam or Anson with Mr. Rudensky?

18 A. Sorry, what was the question?

19 571 Q. Have you ever had any
20 communications with Mr. Rudensky about Anson or
21 Mr. Kassam?

22 A. No.

23 MR. KIM: Sorry, if I can be a
24 helpful, counsel.

25

1 BY MR. MILNE-SMITH:

2 572 Q. At any time.

3 A. Time doesn't seem to be going
4 forward. It seems to be frozen. It's been
5 12:42.

6 MR. KIM: Sorry, we're talking about
7 the time. Go ahead.

8 I'm sorry, Mr. Milne-Smith. If you
9 can ask that question again, and I didn't mean
10 to jump in there.

11 BY MR. MILNE-SMITH:

12 573 Q. I wanted to know if,
13 Mr. Stafford, you ever talked with Mr. Rudensky,
14 talked or communicated in any way, with
15 Mr. Rudensky about Mr. Kassam or Anson?

16 A. No.

17 MR. KIM: I think this is where I
18 jumped in.

19 Before or after the lawsuit? That was
20 my comment.

21 THE WITNESS: Sorry, one thing. The
22 time hasn't changed for five minutes.

23 BY MR. MILNE-SMITH:

24 574 Q. So it sounds like it may just be
25 a computer problem, but, in any event, it's

1 12:45 now. I promised people a break. Just
2 before we do that, let me just make sure that
3 any uncertainty introduced by Mr. Kim's
4 clarification is resolved.

5 You told me you had no communications
6 with Mr. Rudensky about Anson or Mr. Kassam. I
7 take it that's true either before or after you
8 were added to the lawsuit?

9 A. I can't remember before. It's a
10 long time ago. These Anson guys are not
11 memorable to me. I haven't done business with
12 them.

13 After the lawsuit, I might have
14 mentioned him. I imagine I would have done, but
15 I can't remember. Again, this whole thing is,
16 yeah, crazy.

17 575 Q. I'd like production of any
18 written communication of any communications you
19 may have had with Mr. Rudensky about the
20 plaintiffs?

21 MR. KIM: I believe that's been
22 covered.

23 BY MR. MILNE-SMITH:

24 576 Q. Okay. So why don't we stop there
25 until 1:30?

This is Exhibit “N” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

Court File No.: CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

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

Plaintiffs

-and-

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

Defendant

**ANSWERS TO UNDERTAKINGS, AND RESPONSES TO UNDER ADVISEMENTS AND REFUSALS GIVEN AT THE
EXAMINATION FOR DISCOVERY OF JAMES STAFFORD HELD ON MARCH 23, 2023**

UNDERTAKINGS				
Answers to undertakings on the examination of JAMES STAFFORD, one of the named Plaintiffs herein, on Thursday March 23, 2023 via Zoom virtual platform.				
Item	Question No.	Page No.	Undertaking	Answer
1.	18	8	To check if there are any corrections needed in the Statement of Defence and Counterclaim or the Reply and Defence.	Not currently.

2.	269	50	To advise whether or not Medtronics operates Safehaven.com.	Yes.
3.	301	58	For Mr. Stafford to produce any evidence that WhatsApp had an auto-delete function before December 6, 2021.	WhatsApp introduced a “disappearing messages” function at least as early as November 2020: https://www.gadgets360.com/apps/news/whatsapp-disappearing-messages-update-rollout-november-android-ios-kaio-2321021
4.	349	73	To know what confidential information was disclosed to the lawyers at Blakes which was misused by Anson’s former lawyer at Blakes.	Mr. Stafford’s allegations in relation to Blakes are set out in Mr. Kim’s January 18, 2023 letter and the February 22, 2023 Aide Memoire. Any further allegations and details will be disclosed through formal materials, as required.
5.	372	80	To provide the copies of the content provided to Tom Kool, Michael Scott, Michael Kern and Josh Owens for the article “The Most Exciting Green Startups to Watch in 2020” by Meredith Taylor.	Mr. Stafford has reviewed his records and he no longer has access to these materials.
6.	386	83	To provide a production of the article “Supermajors Are Flocking To This Booming Oil Frontier” without the pop-up blocking part of the page.	Please see enclosure.
7.	453	100	To know what information the OilPrice editorial staff has to the identity of Anes Alic, whether that’s a real person as described in AII00014710 or whether that is a pseudonym.	Anes Alic is a real person, and not a pseudonym.
8.	457	101	To add the question about engaging Anes Alic for any matter relating to this lawsuit to the list of follow-up questions.	Mr. Stafford has never paid, hired or otherwise engaged Anes Alic for any matter relating to the plaintiffs or this lawsuit.
9.	595	134	To explain why some of the documents from the request to inspect were in the Affidavit of Documents and others were not.	Relevant documents received through the request to inspect that mentioned or appeared to reference a “Mr. James Stafford” were produced as part of his Affidavit of Documents as being relevant documents in his possession. However, in producing these documents Mr. Stafford does not admit to the legitimacy of any documents received through the request to inspect, nor does he admit to being the author or any way involved with the creation of these documents. For clarity, the four “Call Transcripts” produced as JS000102-JS00105 were produced as relevant documents, due to the plaintiffs’ characterization that Mr. Stafford is a party captured in the exchanges, however, Mr. Stafford denies this, objects to this characterization, and

				maintains his answers at discovery that he was not on any call as captured by the transcripts.
10.	661	150	To determine whether Anes Alic was a pseudonym or was the name of a freelancer to OilPrice.	See answer 7 above.
11.	662	150	To determine who Anes Alic is, whether it's a pseudonym or whether it's a freelancer.	See answer 7 above.
12.	692	159	To produce any evidence Mr. Stafford has to support the allegations and the purported facts set out in this publication (in reference to the article the plaintiffs have deemed the Defamatory Manifesto Part 1)	Mr. Stafford is aware of and will adhere to his ongoing discovery obligations.
13.	699	161	To produce any evidence Mr. Stafford may have to support the pleading "The unlawful statements are, to the best of Stafford's knowledge, substantially true, in paragraph 14 of Mr. Stafford's defence.	Mr. Stafford is aware of and will adhere to his ongoing discovery obligations.
14.	767	179	To ask Mr. Stafford's OilPrice.com employees if any of them are Bananaman or if they are aware of who is.	Mr. Stafford inquired with his employees and confirmed that neither he, nor any of his employees, operate or have access to the "Bananaman" account.
15.	855	200	To have Mr. Stafford consult the disclaimers in the OilPrice article "is This the most Exciting Oil Stock for 2021" produced as JS000022, and compare it to the reporting on the disclaimers by the Globe and Mail article produced as AII 0014580 and advise if he agrees or disagrees with the excerpted portion of the article at Q852 of the transcript, and if he disagrees, what he says is inaccurate.	Mr. Stafford disagrees with this reporting by the Globe and Mail, generally. In particular, he disagrees with the characterization of oilprice.com as a stock promotion website; oilprice.com is not a stock promotion website, it is an energy news website. Mr. Stafford further disagrees with the phrase "It said it might be paid by ReconAfrica for promotion in the future.," insofar as the inclusion of this phrase in the Globe and Mail article is meant to imply that oilprice.com does not fact check its articles; oilprice.com does fact check its articles. This phrase is part of a legal disclaimer and has been removed from its overall context.
16.	885	206	To consult the records and advise which company Mr. Stafford invested in with or through Delavaco and DeFrancesco.	Mr. Stafford invested with Delavaco through a personal account.
17.	900	209	To produce any invoices, interactions, or documentation between Mr. Stafford and his companies, Mr. DeFrancesco, and his companies in relation to Cool Holdings.	Mr. Stafford has reviewed his records and confirmed he does not have any documentation that is relevant to this proceeding.

18.	920	213	To advise what Mr. Stafford says in the “Second Defamatory Manifesto” is true and what evidence he relies on to assert that any statement is true, if the defendants make an argument at trial claiming anything in the article is true.	Mr. Stafford is aware of and will adhere to his ongoing discovery obligations.
19.	927	215	If at trial Mr. Stafford intends to say or take the position that anything in any of the posts described at paragraph 112 of the Fresh as Amended Statement of Claim are true, to advise what Mr. Stafford says is true, and what evidence he has to support the allegations of truth.	Mr. Stafford is aware of and will adhere to his ongoing discovery obligations.
20.	956	223	To produce all details about when Mr. Stafford’s phone was hacked, what information was compromised, and any evidence he has that someone assumed his persona in terms of posts that he says were not his, or anything of that nature.	Mr. Stafford’s phone was hacked in or around February 2023 by unknown individuals. Mr. Stafford has been unable to confirm the extent to which his personal information, accounts, and profiles may have been compromised.

REFUSALS				
Refusals to answer questions on the examination of JAMES STAFFORD, one of the named Plaintiffs herein, on Thursday March 23 via Zoom virtual platform.				
Item	Question No.	Page No.	Specific Question	Answer or Precise Basis for Refusal
1.	87	18	What is your phone number?	Refused - Mr. Stafford's phone numbers are not relevant to this action.
2.	91	18	To provide a list of mobile or other phone numbers used by Mr. Stafford either in his personal or work capacity for the past 5 years.	Refused - Mr. Stafford's phone numbers are not relevant to this action.
3.	148	29	What is the relationship between A Media Solutions and OilPrice.com?	This question was answered at Q163.
4.	160	31	Who owns OilPrice.com?	OilPrice is a private company held by Advanced Media Solutions Ltd., of which I am the sole shareholder and director.
5.	254	47	To provide the country of residence of Tom Kool, Josh Owens, Michael Scott, and Michael Kern.	Refused - This information is not relevant.
6.	293	56	For Mr. Stafford to contact his service provider and attempt to obtain the deleted messages from WhatsApp.	Refused - Mr. Stafford has complied with his discovery obligations under the <i>Rules</i> , and will provide an updated Schedule "C" if required.
7.	295	56	(a) To provide Robert Doxtator's phone number or contact information, and (b) to ask Mr. Stafford's phone service provider for the records that indicate when he has called Robert.	Refused - (a) Mr. Stafford is not the proper party to request Mr. Doxtator's phone number or contact information, and that information is not relevant. (b) Mr. Stafford has indicated when he spoke with Mr. Doxtator.
8.	296	57	Is it your position that from, say January 1, 2020, through October of 2021 that auto-delete was then in place for WhatsApp on your phone?	Refused - There is no evidence in the productions that WhatsApp introduced auto-delete at the suggested date of December 2021.
9.	305	60	Production of Mr. Stafford's communications with Andrew Rudensky and Robert or Jacob Doxtator and whether they are talking about their reaction to the lawsuit, about the allegations made in the lawsuit.	Mr. Stafford has never communicated with Jacob Doxtator. Refused – Mr. Stafford asserts litigation privilege over any communications between defendants regarding this lawsuit and/or solicitor-client privilege to the extent it applies.
10.	306	61	To provide a detailed Schedule B of any communications between Mr. Stafford and the other defendants.	Refused - this question is overly broad.

11.	310	61	To conduct a search and produce any communications between Mr. Stafford and any third-party about Mr. Kassam or Anson.	Refused - Any “third-party” is too broad and far-reaching to be relevant.
12.	311	62	To produce any communications between Mr. Stafford and any third-party about Mr. Kassam or Anson.	Refused – see answer 11 above.
13.	352	74	Whether Mr. Stafford’s position is that it was perfectly appropriate for OilPrice to publish an article that, as described in the disclaimers we just looked it, was done without investigation to see the featured company’s stock perform well and where there was a major conflict with your ability to be unbiased?	Refused - The OilPrice article is subject to a disclaimer, which speaks for itself.
14.	353	75	The activities that are described in the disclaimer and the publication about Facedrive, you don’t consider that to be a form of market manipulation; correct?	Refused - The OilPrice article is subject to a disclaimer, which speaks for itself.
15.	359	77	To produce any and all agreements between either Mr. Stafford, A Media Solutions, Advanced Media Solutions, OilPrice, Medtronics, or any other company associated with them on the one hand and Facedrive on the other.	Refused - irrelevant: Of the parties listed only Mr. Stafford is a party to this lawsuit. Moreover, agreements between these parties are not the subject of this lawsuit, are not relevant to this lawsuit, and may be subject to the <i>Stafford v Khan</i> litigation.
16.	358	76	To produce any additional articles on OilPrice about Facedrive that were not listed in the Statement of Claim.	Refused - any additional articles on Facedrive are publicly available to the plaintiffs should they wish to review them.
17.	360	77	To produce documents to show the shareholdings and/or other equity interests of Mr. Stafford or any company controlled by Mr. Stafford in Facedrive over time.	Refused – Mr. Stafford’s direct and/or indirect shareholdings in Facedrive are the subject of the <i>Stafford v Khan</i> litigation and were disclosed to his former lawyers at Blake Cassels & Graydon LLP (“Blakes”) to advance that litigation. Mr. Stafford has repeatedly raised concerns that Blakes may have misused his confidential information as the plaintiffs’ counsel in this action.
18.	361	78	To provide the amounts of any other consideration paid by Facedrive to Mr. Stafford or any company he controls.	Refused – consideration, if any, that was paid by Facedrive to Mr. Stafford or any company he controls is irrelevant to this action.

19.	376	81	To produce content that Facedrive provided Mr. Stafford with in connection with the various articles he published on OilPrice about Facedrive.	Refused – content, if any, provided by Facedrive to Mr. Stafford to be published on OilPrice is irrelevant to this action.
20.	377	82	To produce any communications in writing, whether electronic or otherwise, between Mr. Stafford and his staff where he passed on to them anything he received from Facedrive.	Refused – communications between Mr. Stafford and his staff are irrelevant to this action.
21.	403	90	To produce a copy of any agreement with Facedrive or Reconnaissance Africa and OilPrice or Mr. Stafford.	Refused – an agreement, if any, between Facedrive or Reconnaissance Africa and OilPrice or Mr. Stafford is irrelevant to this lawsuit.
22.	409	91	What percentage of OilPrice’s annual revenue in, let’s say, 2020 and 2021 is from agreements with companies like Facedrive and RECO?	Refused - the question seeks private company information from a non-party, which is not relevant to this action.
23.	412	92	To produce a list of companies that have retained OilPrice during 2020-2022 in the manner that has been discussed in discovery.	Refused – the identities of companies that have retained OilPrice is irrelevant to this action.
24.	415	92	To produce any written policies, standards, codes of conduct, anything of that nature governing the content on OilPrice between 2020-2022.	Refused – the standards governing content on OilPrice are not relevant to this action.
25.	427	94	You’ve done no research or investigation to determine whether Anson, Mr. Kassam, or Mr. Puri have ever engaged in fraud, insider trading, market manipulation, or other breaches of securities law?	Refused - Mr. Puri is not party to this lawsuit, and questions about him are not relevant. To the extent this question refers to Mr. Kassam or Anson, Mr. Stafford answered this question at Q428.
26.	503	111	To produce the agreement between Facedrive and Medtronics.	Refused - neither Facedrive nor Medtronics are parties to this lawsuit.
27.	550	121	To produce, for any form of communication (email, WhatsApp, texting) the number or the address used for both Robert Doxtator and Mr. Stafford.	Refused - Mr. Stafford advised that he primarily spoke with Mr. Doxtator on the phone, and that he does not have his WhatsApp messages. The numbers and addresses for these communications are not relevant.
28.	569	125	For Mr. Stafford to contact his mobile service provider and/or any messaging service providers and ask for a record of any communications between himself and Mr. Rudensky.	Refused – this question is overly broad.
29.	758	176	Did Mr. Doxtator ever talk to you, that’s part 1, about the fact that he told Mr. Kassam, that’s part	Refused - Mr. Doxtator and Mr. Stafford are co-defendants who share counsel. Conversations they may or may not have had about

			2, that you paid Rudensky to draft the manifesto and you had PIs following Mr. Kassam, Mr. Puri, and Mr. Spears. All one question – [...] At any time.	this text message are subject to litigation privilege, and solicitor-client privilege to the extent that any conversations, should they have occurred, happened with counsel.
30.	814	189	As someone with decades of experience in the financial industry, can you agree with me that a reasonable investor or reasonable player in the markets would tend to think less of a fund manager that loses money hand over fist on one of their investments?	Refused - Mr. Stafford will not answer legal questions.
31.	945	219	To produce the notes that Mr. Stafford took during the examination.	Refused - Mr. Stafford did not take notes during his examination; he drew doodles, which are not relevant.
32.	948	221	To produce the Internet Protocol (IP) addresses associated with Mr. Stafford's cell phone, laptop, any tablet or computer that he habitually uses when he travels or is at home in Mexico, the Bahamas, or anywhere else.	Refused - the IP addresses associated with Mr. Stafford's devices are not relevant to this lawsuit.

Court File No. CV-20-00653410-00CL

ANSON ADVISORS INC et al.
Plaintiffs

-and-

DOXTATOR
Plaintiff by Counterclaim

STAFFORD et al.
Defendants

ANSON ADVISORS INC et al.
Defendants by Counterclaim

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

**ANSWERS TO UNDERTAKINGS, AND RESPONSES TO
UNDER ADVISEMENTS AND REFUSALS GIVEN AT THE
EXAMINATION OF JAMES STAFFORD ON MARCH 23,
2023**

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Lawyers for the Defendants James Stafford and Jacob Doxtator and
Defendant/Plaintiff by Counterclaim Robert Doxtator

This is Exhibit “O” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

Court File No.: CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

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

Plaintiffs

-and-

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

Defendants

A N D B E T W E E N:

ROBERT LEE DOXTATOR

Plaintiff by Counterclaim

-and-

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

Defendants by Counterclaim

**LIST OF AND ANSWERS TO UNDERTAKINGS, UNDER ADVISEMENTS AND REFUSALS GIVEN AT THE EXAMINATION OF
ROBERT LEE DOXTATOR, AS DEFENDANT AND PLAINTIFF TO THE COUNTERCLAIM, HELD ON APRIL 14, 2023**

UNDERTAKINGS				
Answers to undertakings given at the examination of ROBERT LEE DOXTATOR, as defendant and plaintiff to the counterclaim, on Friday April 14, 2023 via Zoom videoconference.				
Item	Question No.	Page No.	Undertaking	Answer
1.	16	10	To check Mr. Robert Doxtator's records and advise whether he had any written communications or phone calls with Mr. Jacob Doxtator since he was examined, and if so, to produce copies of these communications	Mr. Robert Doxtator does not have any recollection or records indicating he spoke to Mr. Jacob Doxtator between their discovery examinations (i.e., between April 11, 2023 at 12 p.m. and April 14, 2023 at 10:00 a.m.)
2.	23	12	To check Mr. Robert Doxtator's records and advise whether he had any written communications (including texts and chat applications) or phone calls with Mr. James Stafford since he was examined, and if so, to produce copies of these communications	Any communications that Mr. Robert Doxtator had with Mr. Stafford between their discovery examinations are privileged.
3.	142	35	In reference to ROB000001, to confirm whether all of the tweets that are in the 23-page document are tweets that were issued from the @BettingBruiser Twitter account	Yes.
4.	143	35	In reference to ROB000001, to confirm whether any of the tweets on the 23-page document were prepared by someone other than Mr. Robert Doxtator	Mr. Robert Doxtator does not recall someone else preparing the tweets contained in ROB000001.
5.	144	36	If any of the tweets in ROB000001 were prepared by someone other than Mr. Robert Doxtator, to confirm who prepared the tweets and the circumstances under which the other person came to prepare the tweets.	See answer 4 above.
6.	145	36	If any of the tweets in ROB000001 were prepared by someone other than Mr. Robert Doxtator, to advise when Mr. Robert Doxtator first became aware that someone else prepared them, and advise whether Mr. Robert Doxtator took any steps to	See answer 4 above.

			remove the tweets once he became aware that someone else had prepared and/or published the tweets	
7.	146	37	To confirm whether all of the tweets identified in Appendix A to the Fresh as Amended Statement of Claim (FASOC) were prepared/published by the @BettingBruiser Twitter account, if they were prepared by Mr. Robert Doxtator himself and, if not, to advise who prepared and/or published them, why and how that person came to prepare/publish them, and whether Mr. Robert Doxtator had any knowledge or took any steps to remove the tweets.	To the best of Mr. Robert Doxtator's knowledge, all of the tweets contained in Appendix A to the FASOC were issued from the @BettingBruiser Twitter account and Mr. Robert Doxtator does not recall someone else preparing these tweets.
8.	152	38	To confirm whether Mr. Robert Doxtator has ever had access to and published tweets from any Twitter account other than @BettingBruiser.	Mr. Robert Doxtator does not recall posting tweets on any other Twitter account that are relevant to this matter.
9.	180	45	To confirm whether Mr. Robert Doxtator produced ROB0000026.	Mr. Robert Doxtator included ROB0000026 in his Affidavit of Documents. ROB0000026 was produced by the plaintiffs in response to Mr. Stafford's Request to Inspect. Mr. Robert Doxtator does not admit to the legitimacy or authenticity of ROB0000026.
10.	214	53	In reference to AAI00010303, to check all of Mr. Robert Doxtator's devices to ensure that he has made proper production, including looking for the WhatsApp exchange between Mr. Moez Kassam and Mr. Robert Doxtator (dated October 1, 2020)	Mr. Doxtator is aware of his disclosure obligations under the <i>Rules of Civil Procedure</i> . Mr. Robert Doxtator has checked his other devices and has produced a supplementary affidavit of documents.
11.	215	54	In reference to AAI00010303, to inquire into Mr. Robert Doxtator's search of his devices to ensure he has made proper production.	See answer 10 above.
12.	223	57	To review the documents received from the Plaintiffs pursuant to the Defendant's (Mr. Stafford's) Request to Inspect, and produce any relevant documents that they have not produced.	Mr. Robert Doxtator has produced all relevant documents received in response to Mr. Stafford's Request to Inspect. In producing these documents, Mr. Doxtator does not admit to their legitimacy or authenticity.
13.	224	57	To confirm whether the "Robert Dextor" set out in ROB0000026 is Mr. Robert Doxtator.	Mr. Robert Doxtator cannot confirm or deny whether he is the "Robert Dextor" set out in ROB0000026 as he no longer has access to his communications with Mr. Allen Spektor.

14.	281	72	To identify all of the companies Mr. Robert Doxtator was asked to provide insider information on, who in the companies he was asked to seek information from, who at Anson made the request of him, and what, if anything, he did in response to the requests.	Mr. Robert Doxtator does not recall every company about which the plaintiffs requested inside information, but he does recall the plaintiffs requesting inside information on SOL Global Investments, CannTrust Holdings Inc., General Electric, HEXO Corp, Canopy Growth Corp., Aphria Inc., Aurora Cannabis Inc., Namaste Technologies Inc., Beleave Inc., The Green Organic Dutchman Holdings Ltd., MedMen Enterprises Inc., Cronos Group Inc., and Curaleaf Holdings Inc. In relation to CannTrust, Mr. Robert Doxtator recalls Mr. Moez Kassam directing him to have sexual relations with a secretary in order to gain insider information about the company Aphria Inc. Particulars about insider information requests by the plaintiffs are set out at paragraphs 37-51 of Mr. Robert Doxtator's Affidavit in the Anti-SLAPP motion, sworn August 31, 2023.
15.	293	76	To check Mr. Robert Doxtator's records and produce any documents that are responsive to due diligence requested by the plaintiffs	See answer 10 above.
16.	295	78	To identify any correspondence or in-person meetings in which Mr. Robert Doxtator raised concerns that the plaintiffs were acting illegally and improperly and if the meeting was in-person, to identify what the meeting was, when it took place, where it took place, who was present at the meeting, and the advice or concerns that were raised.	<p>Mr. Robert Doxtator does not recall the particulars of every meeting in which he raised concerns about the plaintiffs' improper and illegal conduct. Mr. Robert Doxtator does recall that he raised these concerns at in-person meetings which took place at the plaintiffs' board room. Mr. Kassam did not schedule these meetings in advance, having advised Mr. Robert Doxtator that no appointment was necessary to meet with him and that Mr. Robert Doxtator could simply show up at the plaintiffs' office sometime after 10:30 a.m. if he wanted to discuss something with Mr. Kassam.</p> <p>Mr. Robert Doxtator recalls attending the plaintiffs' office in this way between 10 and 12 times. As Mr. Robert Doxtator was relatively new to stock trading and capital market practices at the time, he was concerned about the legality and propriety of the plaintiffs' activities; he recalls questioning the propriety and legality of the plaintiffs' activities at almost every meeting. Mr. Kassam's response would be to laugh and tell Mr. Robert</p>

				<p>Doxtator that regulators and law enforcement do not scrutinize the plaintiffs' trading activities.</p> <p>Mr. Kassam would also tell Mr. Robert Doxtator that the plaintiffs would be able to find enough public information to make the inside information appear public. Mr. Kassam described this process as "reverse engineering."</p> <p>Mr. Robert Doxtator does recall that the plaintiffs asked him to solicit inside information from an acquaintance he had at the company Aphria Inc. regarding allegations that the company was artificially inflating its prices regarding insurance claims it received from an insurer.</p> <p>Additionally, Mr. Robert Doxtator was informed by Mr. Michael Miller that he was terminating his relationship with the plaintiffs due to their unethical and illegal activities.</p>
17.	314	83	In reference to AAI00010559, to review Mr. Robert Doxtator's records and produce any text exchanges with Mr. Moez Kassam that have not been produced.	See answer 10 above.
18.	362	95	In reference to AAI00010590, to check Mr. Robert Doxtator's records and confirm whether the media reached out regarding a story on Anson Funds.	Mr. Robert Doxtator will not produce privileged communications.
19.	390	103	To identify any tweets from the @BettingBruiser Twitter account which cast Anson Funds or its principals in a bad light prior to August 21, 2019	The @BettingBruiser Twitter account tweeted about the plaintiffs prior to August 21, 2019, but Mr. Robert Doxtator cannot comment on whether or not these tweets cast the plaintiffs in a bad light.
20.	429	114	To review the text and WhatsApp chats that have been produced and advise whether Mr. Robert Doxtator agrees that the chats produced in written form are chats that he had with the identified parties on the dates indicated in the chats.	Mr. Robert Doxtator does not have access to his WhatsApp chats aside from the screenshots produced and so cannot confirm or deny whether the chats produced by the plaintiffs took place.
21.	430	115	To review the transcripts of calls produced by the Plaintiffs and advise whether Mr. Robert Doxtator recalls these calls taking place.	Mr. Robert Doxtator has no knowledge of the alleged call transcripts or the topics and discussions they allegedly capture.

22.	431	116	To review Mr. Robert Doxtator's records and produce original and complete recordings of ROB000019, ROB000020, and ROB000021	Mr. Robert Doxtator has already produced the original complete recordings.
23.	431	117	In reference to ROB0000019, ROB0000020, and ROB0000021, to inquire and advise, regarding the original recordings to confirm when the recordings were actually made.	The recordings were made on or around September 30 to October 2, 2020.
24.	464	125	In reference to ROB0000026, to produce any other version of the text exchange between Mr. Robert Doxtator and Mr. Allen Spektor over September 27 to September 29, 2020.	Mr. Robert Doxtator has no other versions of the alleged text exchange captured in ROB0000026.
25.	667	183	In reference to ROB0000019, to confirm that the audio recording that was linked in the October 30 th tweet, is the same as ROB0000019.	To the best of Mr. Robert Doxtator's knowledge, the audio recording linked in the October 30, 2020 tweet is ROB0000019.
26.	729	202	In reference to ROB0000021, this is you Mr. Doxtator saying "Yeah all right. I don't know how much Nate told you. Like, I talked to him yesterday about it and, like, kinda like said, like, I know a lot of what happened in a lot of those situations. And I told Nate, like, what was written is really not true." To listen to this portion of the recording and advise whether Mr. Doxtator made those statements as the plaintiffs understood he did.	Mr. Robert Doxtator does not agree with the plaintiffs' characterization of ROB0000021.
27.	751	210	To advise where in the @BettingBruiser tweets is there a reference to the original transcript, and how Mr. Robert Doxtator received the transcript	<p>The @BettingBruiser Twitter account tweeted a portion of the original transcript on October 9, 2020: https://twitter.com/BettingBruiser/status/1314646678851522561</p> <p>Mr. Robert Doxtator does not recall how he received the transcript. The transcript was produced by the plaintiffs as AAI00010238.</p>
28.	752	211	To review Mr. Robert Doxtator's records and produce communications regarding how he got access to the transcripts and information above the transcripts.	Mr. Robert Doxtator has no knowledge of the alleged call transcripts or the topics and discussions they allegedly capture. Mr. Robert Doxtator did not have access to the alleged call transcripts prior to their production by the plaintiffs.

29.	786	223	To advise whether Mr. Robert Doxtator retained any experts in connection with his defense of this action.	Mr. Robert Doxtator will comply with Rules 31.06 and 53.03
30.	787	224	To disclose the findings, opinions and conclusions of any experts engaged on behalf of Mr. Robert Doxtator, relevant to a matter at issue in this action and the expert's name and address.	See answer 29 above.
31.	789	224	To the extent that Robert may call anyone as a witness, to produce a summary of that person's evidence.	This question is not applicable at this time.

REFUSALS

Refusals to answer questions at the examination of ROBERT LEE DOXTATOR, as Defendant and Plaintiff by Counterclaim, on Friday April 14, 2023 via Zoom videoconference

Item	Question No.	Page No.	Specific Question	Answer or Precise Basis for Refusal
1.	61	19	What is your address?	Mr. Robert Doxtator's address is not 184 Albert Street and is not 1735 Country Road 3, but Mr. Robert Doxtator does live on Tyendinaga Mohawk territory.
2.	77	23	Can you confirm your cell phone number is 613-243-5556?	Refused – Mr. Robert Doxtator's cell phone number is not relevant to this action. .
3.	78	23	Do you have any other telephone numbers you use, sir?	Refused – Mr. Robert Doxtator's telephone numbers are not relevant to this action. Additionally, this question is refused as it requires admitting that the above referenced number (613-243-5556) is Mr. Robert Doxtator's number, which also refused for relevance.
4.	94	26	And what phone number is associated with the @BettingBruiser Twitter account?	Refused – Mr. Robert Doxtator's telephone numbers are not relevant to this action.
5.	120	30	Do you recall whether in the last couple of hours you deactivated your Twitter account?	Mr. Robert Doxtator answered this question at Q117 and Q118.
6.	140	35	Well, we had a URL, I couldn't get it anymore because your account has been deactivated this	See Answer to Undertaking for Q142 above.

			morning. So, these are tweets that your lawyer produced --	
7.	153	38	And has anyone on your behalf used a Twitter account to issue tweets, to your knowledge?	No one has ever used a Twitter account on Mr. Robert Doxtator's behalf, to his knowledge.
8.	195	48	To check Mr. Doxtator's records to confirm whether he has text messages through WhatsApp with Mr. Stafford and produce any of those.	Mr. Robert Doxtator does not have access to his WhatsApp chats aside from the screenshots produced, as set out in his Affidavits of Documents.
9.	201	50	In reference to AAI00010303, is 613-243-5556 your mobile number, sir?	Refused – see answers 2 and 3 above.
10.	312	82	In reference to AAI00010559, do you recall having the exchange with Mr. Kassam that is set out in this document?	Mr. Robert Doxtator recalls having parts of this exchange with Mr. Kassam, as set out in AAI00010559, however he believes that portions of his exchanges with Mr. Kassam are missing from the plaintiffs' productions.
11.	315	83	In reference to AAI00010559, with respect to the portions of the transcript that are here, do you recognize the portions that are here as being an exchange you had with Mr. Kassam on August 21, 2019?	See answer 10 above.
12.	318	84	In reference to AAI00010559, to the extent that we have produced this, which I understand is a complete transcription, do you recognize the exchange here as being an exchange you had on August 21, 2019, with Mr. Kassam?	See answer 10 above.
13.	348	92	In reference to AAI00010590, does it include a tweet posted on the @BettingBruiser Twitter account on August 22, 2019?	Yes.
14.	367	97	In reference to AAI00010590, did you ever prepare a written submission to the SEC or OSC about a predatory fund?	Refused – the question is too general.
15.	369	97	In reference to AAI00010590, did you ever do what you said you were going to do in this tweet, prepare a submission to the SEC and OSC about a predatory fund? It's in the tweet, Won.	Refused – see answer 14 above.
16.	370	97	In reference to AAI00010590, did you ever write a submission to the SEC or OSC about a predatory fund? Yes or no?	Refused – see answer 14 above. .

17.	371	98	In reference to AAI00010590, to advise whether the fund that is referenced is Anson Funds.	Refused—the tweet speaks for itself and does not name Anson Funds.
18.	392	104	To identify the URLs of all of the tweets included in ROB0000001, the Statement of Claim and the schedules to the Statement of Claim.	Refused –this is an overly broad request.
19.	393	104	To identify, with specifics, the critical comments that Mr. Robert Doxtator says he made, who he made them to and when, and provide any details about the critical comments Mr. Doxtator says he made about Anson or its principals.	Refused – this is an overly broad request.
20.	407	108	In reference to ROB0000026, I’m asking you whether that \$ZENA is a reference to Zenabis, which was referred to in the prior chat.	Yes.
21.	408	108	In reference to ROB0000026, it doesn’t speak for itself, it’s a shortened name. I’m asking you whether that’s is Zenabis that’s reference in the tweet.	See answer 20 above.
22.	415	109	In reference to ROB0000026, “\$ZENA” is that Zenabis?	See answer 20 above.
23.	424	111	In reference to ROB0000026, sir this looks to me like it’s been from an Instagram account. So, you’ve an Instagram account, sir? Sorry. I’m being corrected, you have taken a screenshot of Mr. Kassam’s Instagram account, is that fair?	ROB0000026 appears to contain a screenshot of Mr. Kassam’s Instagram account. Mr. Robert Doxtator does not have access to his correspondence with Mr. Spektor and therefore cannot confirm or deny whether this text conversation took place.
24.	429	114	To review the WhatsApp chats produced by the plaintiffs and advise whether these are chats that Mr. Robert Doxtator had with the identified parties on the dates indicated in the chats.	Refused – Mr. Robert Doxtator does not have access to his WhatsApp chats aside from screenshots he has produced in his Affidavits of Documents.
25.	450	121	In reference to ROB0000026, an exchange that took place on September 27 to 29, 2020, within the context of the first Defamatory Manifesto published on September 27, 2020, Robert Dextor said “I knew it was coming” and “I know who wrote”. Did you have this exchange with Mr. Spektor?	Mr. Robert Doxtator has no independent recollection of any exchange like the one from ROB0000026. Mr. Robert Doxtator does not have access to his correspondence with Mr. Spektor and therefore cannot confirm or deny whether this text conversation took place. ROB00026 was produced by the plaintiffs in response to Mr. Stafford’s Request to Inspect. Mr. Robert Doxtator does not admit to the legitimacy or authenticity of ROB00026.

26.	451	122	In reference to ROB0000026, to the extent that I'm showing you the text that's here, putting aside what you say was done to it, and I'll ask you about that, can you tell me, sir, whether you in fact said in a text to Mr. Spektor on the 28 th of September, "I knew it was coming." "I know who wrote it." Did you say those things to him?	See answer 25 above.
27.	452	122	In reference to ROB0000026, what do you say was done to edit this by Mr. Puri? What do you say was done to edit it?	The plaintiffs have claimed privilege over the document that demonstrates Mr. Puri's edits, and so Mr. Robert Doxtator cannot answer this question.
28.	454	122	In reference to ROB0000026, well, I'd like you to tell me, sir, what your – what's the basis of your advice today that this document was edited by Mr. Puri?	See answer 27 above.
29.	455	123	In reference to ROB0000026, I'm entitled to his knowledge, information or belief, and I would like his knowledge, information or belief as to why he says this document has been edit?	See answer 27 above.
30.	456	123	In reference to ROB0000026, and you'll agree with me, sir, that you had an exchange with Mr. Spektor over September 27 to September 29, 2020? The text exchange.	See answer 25 above.
31.	461	124	In reference to ROB0000026, there is a line here: "Allen Spektor: About some article that came out yesterday." That's what it says in the text. The article that came out yesterday is the first Defamatory Manifesto, isn't that correct?	See answer 25 above. Moreover, if Mr. Spektor did send such a message, and if Mr. Robert Doxtator received, Mr. Robert Doxtator cannot speculate as to what Mr. Spektor was referring to.
32.	463	125	In reference to ROB0000026, I would like to ask you, Mr. Doxtator, are we aware of any other version of this exchange that may exists?	See answer 25 and 27 above, and Answer to Undertaking for Q464 above.
33.	465	125	In reference to ROB0000026, what do you understand in this exchange has been edited by Mr. Puri?	See answer 27 above.
34.	467	126	In reference to ROB0000026, and are you, sitting here today, Mr. Doxtator, will tell me what edits you say Mr. – if any Mr. Puri made to the	See answer 27 above.

			transcription of your discussion with Mr. Spektor?	
35.	469	127	In reference to ROB0000026, can you tell me why at this time you are communicating with Mr. Spektor about the first Defamatory Manifesto?	See answer 25 above.
36.	471	127	In reference to ROB0000026, do you recall having an exchange with Mr. Spektor at this time covering the first Defamatory Manifesto?	See answer 25 above.
37.	478	129	In reference to ROB0000026, I'm trying to see if you have any independent recollection of the exchange?	No.
38.	483	130	In reference to AAI0000511, I'm just asking you, do you recall having a text exchange with Mr. Spektor roughly corresponding to what is set out in this document?	Mr. Robert Doxtator has no independent recollection of any exchange like the one from AAI00511. Mr. Robert Doxtator does not have access to his correspondence with Mr. Spektor and therefore cannot confirm or deny whether this text conversation took place.
39.	501	136	In reference to AAI00000511, at 10:30:45 it shows you saying "Moez screwed me more times than I can count." And then at 10:31:42 "Moez fucked up by short changing me." Then you go on to say: "Was \$10m short. Wanted to pay me \$10k lol." Sir, are those statements that you made to Mr. Spektor on August 21, 2020.	See answer 38 above.
40.	503	137	In reference to AAI00000511, did you get offered \$250,000 for dirt on Mr. Kassam? Yes or no?	No.
41.	504	137	In reference to AAI00000511, I'm not asking you about the transcript, I'm asking you as a matter of fact did you got offered \$250,000 for dirt on Mr. Kassam, yes or no?	See answer 40 above.
42.	505	137	In reference to AAI00000511, have you at any point in time been offered money for information about Mr. Kassam or Anson Funds?	No.
43.	506	138	In reference to AAI00000511, and if you have been offered money for information about the plaintiffs, I would like to know who offered Mr. Robert Doxtator the money and the circumstances	See answer 42 above.

			under which the offer was made and when it was made.	
44.	568	156	In reference to AAI0005562, I just want to ask you whether at any point in time you were familiar with Anson Funds' position, if any, in Facedrive?	Mr. Robert Doxtator was aware around July 2020 that the plaintiffs had a large short position in Facedrive, Inc. In giving this answer, Mr. Robert Doxtator does not authenticate, claim a role in or otherwise accept AAI0005562.
45.	569	156	In reference to AAI0005562, I'm not asking you about the document, I'm asking you about what your knowledge is. At any point in time were you aware of what Mr. – of what Anson's position was in Facedrive?	See answer 44 above.
46.	595	163	In reference to AAI00005562, I am going to ask you whether you can recall having a conversation on August 21, 2020 with Mr. Stafford, or conversations?	No.
47.	597	164	In reference to AAI00005562, so my question to you is whether you can recall having a conversation or conversations with Mr. Stafford on or around August 21, 2020?	See answer 47.
48.	600	165	In reference to AAI00005562, and I'm asking about specifically whether he recalls having a conversation or conversations with Mr. Stafford on or around August 21, 2020?	See answer 47.
49.	601	165	In reference to AAI00000660, and I've tried to put these on a date so my questions are directed on when the conversations happened, and particularly on or around August 21, 2020?	Mr. Robert Doxtator does not recall a conversation with Mr. Stafford on or around August 21, 2020.
50.	602	166	In reference to AAI00000660, and I'm going to suggest to you, sir, that this is an accurate on close to accurate transcript of a conversation you had with Mr. Stafford on August – on or around August 21, 2020. Will you agree with me about that, sir?	No.
51.	606	167	In reference to AAI0000660, so I'm just asking him whether he recalls having a conversation on	No.

			or around August 21, 2020, that involved both Mr. Stafford and Mr. Rudensky?	
52.	633	175	In reference to AAI00000661, the question, I think for the fifth time, was whether you can recall having a conversation with Mr. Stafford on or around August 21, 2020, that is consistent with the subject matters set out in the transcript?	Mr. Robert Doxtator does not recall a conversation with Mr. Stafford on or around August 21, 2020.
53.	701	192	And what about Mr. Rudensky? Because we saw in your exchange with Mr. Kassam that you mentioned Mr. Rudensky as being the author and Mr. Stafford as being the funder. In your discussions with Mr. Anderson did you speculate about Mr. Rudensky's involvement?	Refused—Mr. Doxtator answered this question at Q705.
54.	704	194	In reference to AAI00010303, whether in the course of his discussion with Mr. Anderson he speculated as to whether Mr. Rudensky wrote it and Mr. Stafford paid for it. Do you recall having that speculation with Mr. Anderson?	Refused—Mr. Doxtator answered this question at Q705.
55.	715	198	In reference to ROB0000026, I'm asking you whether at the time you conveyed to him that you had read the entire article and that a lot of it seemed like a fairy tale?	See answer 25 above.
56.	772	219	Do you have any idea as to how he – how his mobile phone number and Gmail address would have come to be associated with this account? (about John Murphy account tied to Jacob Doxtator)	Mr. Robert Doxtator has no knowledge of whether Mr. Jacob Doxtator's mobile phone number or Gmail address are associated with any accounts. He believes that any evidence the plaintiffs have produced tying Mr. Jacob Doxtator to the Twitter account @JohnMur67039142 is inauthentic and fabricated.
57.	788	224	And I would like you to disclose to me the names and addresses of any persons who might reasonably be expected to have knowledge of the transaction or occurrences at issue in the action.	Mr. Doxtator understands his obligations under the <i>Rules of Civil Procedure</i> .
58.	791	225	And, Mr. Doxtator, with respect to your defence of this action, are you funding the defence yourself or is – are your legal costs being covered by any other person or entity?	Refused – privileged.

ANSON ADVISORS INC et al.

Plaintiffs

-and-

STAFFORD et al.

Defendants

DOXTATOR

Plaintiff by Counterclaim

ANSON ADVISORS INC et al.

Defendants by Counterclaim

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ANSWERS TO UNDERTAKINGS, AND RESPONSES TO
UNDER ADVISEMENTS AND REFUSALS GIVEN AT THE
EXAMINATION OF ROBERT LEE DOXTATOR ON APRIL
14, 2023**

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Lawyers for the Defendants James Stafford and Jacob Doxtator and
Defendant/Plaintiff by Counterclaim Robert Doxtator

This is Exhibit “P” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

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

Plaintiffs

- and -

JAMES STAFFORD, ANDREW RUDENSKY, ROBERT LEE DOXTATOR, JACOB DOXTATOR, and JOHN DOE 1, JOHN DOE
2, JOHN DOE 3, JOHN DOE 4 and OTHER PERSONS UNKNOWN

Defendants

**UNDERTAKINGS, QUESTIONS TAKEN UNDER ADVISEMENT, AND REFUSALS
given at the Examination for Discovery of Moez Kassam held on April 20 and 21, 2023**

No.	Page(s)	Question(s)	Category	Specific Question	Documents Referenced in Transcript	Answer or Precise Basis for Refusal
April 20, 2023						
Examination by Kevin Richard, counsel to Jacob Doxtator						
1.	20-21, 22-23	53-58, 61-62	UT	To advise who created the "Maltego Report" (AAI00014600) and when it was created.	Exhibit 1 - AAI00014600	Without waiving any privilege, the Maltego Report was generated by Artemis Risk Consulting ("Artemis Risk") on December 10, 2020 using the Maltego software.

2.	26-27	77-80	UA	To advise whether anyone at Artemis Risk told the Plaintiffs what the asterisks on page 2 of the Maltego Report mean.	Exhibit 1 - AAI00014600	The Plaintiffs have no specific recollection of receiving any advice from Artemis Risk, at the time the Maltego Report was initially provided, regarding the meaning of the asterisks set out in the Maltego Report. However, the Plaintiffs understood (and understand to this day) that the asterisks represent unknown characters from an email address and phone number, respectively.
3.	34-35	105-106	UA	To advise whether, before the Plaintiffs commenced the action against Jacob Doxtator, the Plaintiffs looked into whether or not an email address could be associated with more than one Twitter account.	Exhibit A - Twitter's Help page	Without waiving any privilege, the Plaintiffs did not personally make these inquiries prior to commencing the action against Jacob Doxtator. The Plaintiffs retained an experienced investigative firm to carry-out an investigation into who was responsible for the wrongful conduct identified in the Plaintiffs' Fresh as Amended Statement of Claim (the " Claim "). In naming Jacob Doxtator as a Defendant, the Plaintiffs relied on the findings of the investigative firm.
4.	40-41	120	UA	To provide a detailed description of all the steps that were taken to create the Maltego Report, including by identifying the "transforms" and "entities" that were used.	Exhibit 1 - AAI00014600	Without waiving any privilege, and by way of summary, the following steps were taken in relation to the Maltego Report: The Maltego software is an open-source intelligence and data

						<p>mining software used for link analysis and data visualization.</p> <p>Maltego SocialLinks is an extension or add-on to the Maltego software that focuses specifically on social media data. It provides users with the ability to gather information from social media platforms such as Twitter, Facebook, LinkedIn, Instagram, and others. With SocialLinks, users can search for profiles, analyse connections and relationships between individuals, monitor social media activity, and gain insights into social networks and online communities.</p> <p>Step 1: On September 27, 2020, the Twitter account @JohnMur670039142 posted the first tweet referencing the www.moezkassam.com domain. The @JohnMur670039142 Twitter account was subsequently searched within Maltego SocialLinks, yielding the following results:</p> <ul style="list-style-type: none">- (Entity) Name: The Twitter account @JohnMur670039142 is associated with the name John Murphy on Twitter.- (Entity) Telephone: The findings from Maltego SocialLinks revealed that
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						<p>the Twitter account is associated (or was previously associated) with a telephone number ending in +*****88.</p> <ul style="list-style-type: none">- (Entity) Email Address: The Maltego SocialLinks findings identified an email address associated (or previously associated) with the Twitter account. The email address provided is ja*****@g****.*. <p>Step 2: Based on the findings from Step 1, additional searches were completed within the Maltego Software. These searches were completed based on information obtained through other investigative efforts:</p> <ul style="list-style-type: none">- (Entity) Jacob Doxtator: Through other investigative efforts, Jacob Doxtator was identified as a close relative of Robert Doxtator. It was also determined that Jacob Doxtator has a Twitter account (@_jacobdoxtator), and had retweeted a number of posts made by Robert Doxtator on his Twitter account (@BettingBruiser)- (Entity) Email Address: By using Maltego SocialLinks
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						<p>on the Twitter username @_jacobdoxtator, it was identified that the Twitter account was associated (or had previously been associated) with the email address <u>jacobdoxtator@gmail.com</u>. Further searches identified that the email address is also associated with Jacob Doxtator's Facebook account, Ask.fm account and Google ID, among other accounts.</p> <p>- (Entity) Telephone Number: The searches on SocialLinks also indicated that the @_jacobdoxtator Twitter account was associated with (or was previously associated with) the telephone number +*****88.</p>
5.	41-42	123	REF	To advise whether Mr. Kassam is aware that in Maltego you could create a document or you could draw links from one document to another.	Exhibit B	<p>Without prejudice to the Plaintiffs' position that this question is irrelevant, Mr. Kassam has no knowledge of this issue as he has never used the Maltego software.</p> <p>In any event, Mr. Kassam has no reason to believe that the Maltego Report prepared by the investigative firm retained by the Plaintiffs does not reflect an actual association between Jacob Doxtator and the</p>

						<p>@JohnMur670039142 Twitter account.</p> <p>See the answer to Item #4, above, providing a description of the process by which the Maltego Report was obtained.</p>
6.	42-43	126	REF	To advise whether, on its face, Exhibit B would suggest that the Plaintiffs' counsel, Rob Staley of the Bennett Jones firm, is associated with the John Murphy account.	Exhibit B	Refused on the basis of relevance.
7.	43	127	REF	To advise whether Mr. Kassam is aware that in Maltego you could simply insert information and arrows to create a document similar to Exhibit 1.	Exhibit B	<p>Without prejudice to the Plaintiffs' position that this question is irrelevant, Mr. Kassam has no knowledge of this issue because he has never used the Maltego Software.</p> <p>In any event, Mr. Kassam has no reason to believe that the Maltego Report prepared by the investigative firm retained by the Plaintiffs was created by simply inserting information or arrows to "create a document" as suggested in the question.</p> <p>See the answer to Item #4, above, providing a description of the process by which the Maltego Report was obtained.</p>

10.	51	150	UA	To provide a chart setting out how the various Anson Funds are related.		<p>The various Anson Funds have the same co-investment advisers (Anson Advisors Inc. and Anson Funds Management LP). They are otherwise not "related."</p> <p>The Anson Funds all generally follow a Cayman master/feeder structure, except for the Arch Anson Tactical Real Estate Fund and Arch Anson Tactical Real Estate NR Fund, which are both Ontario LPs and have a side by side structure.</p>
11.	64-66	216-219	UA	To produce the draft retainer agreement with Mr. Robert Doxtator.		<p>As known to Robert Doxtator, the only written "draft" terms exchanged between Anson and Mr. Doxtator were those proposed by Sunny Puri in an email to Mr. Doxtator, dated October 5, 2018, produced in this action (AAI00005542). However, those terms were ultimately not accepted by Mr. Doxtator.</p> <p>As described in the Plaintiffs' Amended Reply and Defence to Counterclaim of Robert Doxtator, including at paragraphs 7-10, the arrangements between Robert Doxtator and the Plaintiffs in respect of specific "ad hoc" diligence opportunities were set out in a series of oral discussions and WhatsApp messages exchanged by Mr. Kassam and</p>

						Robert Doxtator, produced in this action.
12.	64-66 69	216-220 227-228	UA	<p>To produce any standard form retainer agreement with contract researchers / consultants setting out Anson Funds' policy of not accepting material non-public information.</p> <p>To produce any standard form retainer agreement with "people who are ad hoc, not somebody [Anson Funds is] in a contractual relationship with".</p>		<p>With respect to the first question: at the relevant time, there was no such standard form retainer agreement. As Mr. Kassam advised during his examination at Page/Line Reference [64:8], Anson did not at that time have a "standard form" retainer for the consultants and/or researchers it engaged.</p> <p>With respect to the second question: there are no such standard form retainer agreements. By definition, Anson could not have a "standard form retainer agreement" for use with individuals/entities with whom it does <u>not</u> have a contractual relationship, nor for "ad hoc" relationships.</p>
13.	76-77	249-257	UA	To identify and provide particulars in respect of the occasion on which Anson Funds posted on the Seeking Alpha website and did not disclose that it had a financial interest in the company/companies referred to in the post.		On one occasion, approximately eight years ago in 2015, a post was made by an individual at Anson on the Seeking Alpha website that did not include the financial disclosure required. The post concerned a company called Nobilis Health Corp.
14.	93-94	317-320	UA	To advise whether Mr. Rudensky was involved in any transactions with Mr. Kassam and/or any Anson entities while he was at		Without prejudice to the Plaintiffs' position that this question is irrelevant, based on the Plaintiffs' review of its records, Mr.

				Delavaco, and if so, to provide particulars.		<p>Rudensky appears to have been involved in potential offerings related to SOL Global and Cool Holdings.</p> <p>The balance of the question is refused on the grounds of relevance, proportionality, and overbreadth.</p> <p>In any event, to the Plaintiffs' knowledge, the Defendants, including Robert Doxtator and Mr. Stafford, are in communication with Mr. Rudensky, and may obtain this information directly from him.</p>
15.	98	331-332	REF	To identify the companies that the Anson group "was long on in the cannabis space".		Refused on the grounds of relevance, proportionality, and overbreadth.
16	99-103 226	334-344 788	REF	To advise why Mr. Rudensky is named as a Defendant in the Claim, and not Delavaco and/or Mr. DeFrancesco.		<p>Refused on the basis of relevance and privilege.</p> <p>Without prejudice to that position, Mr. Rudensky was named as a Defendant after he was identified as being involved in the wrongful conduct set out in the Claim, including on the basis of, among other things, detailed inculcating evidence communicated by Robert Doxtator to Mr. Kassam directly. For example, in a WhatsApp exchange between Robert Doxtator and Mr. Kassam, dated</p>

						<p>October 1, 2020, produced in this action (AAI00010303), Robert Doxtator repeatedly confirmed Mr. Rudensky's involvement in the planning and coordination behind the First and Second Defamatory Manifestos, and the conspiracy, stating, among other things:</p> <ul style="list-style-type: none"> - "Rudensky for sure wrote part 1 ... Stafford was paying him to do it ... he tried to get me to talk to him"; and - "I'm telling you 100% [Rudensky] is [involved in the conspiracy]".
17.	103-105	345-352	REF	<p>To advise whether Mr. Kassam is aware of any information which ties Mr. Stafford, Mr. Robert Doxtator, Mr. Rudensky and Mr. Jacob Doxtator, other than the facts that have been pleaded in the Claim.</p>		<p>Without prejudice to the Plaintiffs' position that this is an improper question, the Plaintiffs note that the Claim provides a comprehensive description of the relationship(s) between Mr. Stafford, Mr. Robert Doxtator, Mr. Rudensky and Mr. Jacob Doxtator, as well as their respective conduct in connection with the defamatory statements and conspiracy, as known to the Plaintiffs at this time.</p> <p>In addition to the allegations particularized in the Claim, the Plaintiffs rely on (a) the entirety of the documentary productions in this matter (which comprises over 1000 documents); (b) the extensive discovery evidence</p>

						<p>(including any answers to undertakings provided by the defendants); (c) information and documents obtained from third party production orders; (d) the findings and reports of expert witnesses that the Plaintiffs anticipate calling at trial; (e) and anticipated witness testimony at trial, among other things, as the basis for linking Mr. Stafford, Mr. Robert Doxtator, Mr. Rudensky and Mr. Jacob Doxtator to the defamatory statements and conspiracy identified in the Claim.</p> <p>The full particulars of the defendants' relationships, and misconduct, are known only to the defendants.</p>
18.	115-116	387-391	UA	To produce any draft retainer agreements between the Plaintiffs and Mr. Robert Lee Doxtator.		See answer to Item #11, above.
19.	120-121	404-406	UA	To set out all of the <i>ad hoc</i> terms for the projects that Mr. Robert Doxtator worked on for Mr. Kassam and/or Anson.		<p>The financial terms of the limited work completed by Robert Doxtator are described at length in the Claim (see in particular paras. 44-46) and the Plaintiffs' Amended Reply and Defence to Counterclaim (see in particular paras. 7-10).</p> <p>In particular, over a series of oral discussions, and WhatsApp messages exchanged by Mr.</p>

						Kassam and Robert Doxtator, produced in this action, Anson agreed that it would pay Mr. Doxtator 15% of profits it made on any trades it executed on the basis of research/diligence provided by Mr. Doxtator, with Anson retaining complete discretion as to (a) whether to trade on the research/diligence provided; and (b) the financial terms of the trade.
20.	121 122-123	407-408 411-414	UT	To advise of the dollar amount Mr. Robert Doxtator has been paid by Anson (including the fee for his research on CannTrust).		<p>As reflected in email/WhatsApp exchanges dated July 23-25, 2019 produced in this action (see e.g. AAI00010372 and AAI00005519), Anson paid Mr. Doxtator \$30,000 for his research/diligence on CannTrust.</p> <p>As reflected in the Claim (paragraph 46, in particular) and in email/WhatsApp exchanges produced in this action (see e.g. AAI00010559) Anson was prepared to pay Mr. Doxtator 15% of the profit yielded on its General Electric trade, in accordance with the terms of the parties' agreement. However, Mr. Doxtator refused to accept payment.</p>
21.	123-124	415-417	UT	To provide the terms of the Plaintiffs' engagement of Mr. Robert Doxtator in respect of GE.		See answer to Item #19, above.

22.	123-124	416-417	UA	To provide the terms of the Plaintiffs' engagement of Mr. Robert Doxtator in respect of Hexo, Aphria, TGOD, and Cronos.		See answer to Item #19, above.
23.	124	418	UA	To provide the terms of the Plaintiffs' engagement of Mr. Robert Doxtator in respect of GE, Hexo, Aphria, TGOD, and Cronos, and to advise whether the information provided by Mr. Doxtator was used by the Plaintiffs and whether Mr. Doxtator was paid for his research projects.		<p>With respect to the financial terms of any engagement between Anson and Mr. Doxtator, see answer to Item #19, above.</p> <p>With respect to Hexo, Aphria, TGOD, and Cronos specifically, Anson did not trade on the basis of any research/diligence provided by Mr. Doxtator for those companies.</p> <p>With respect to General Electric, as set out in the answer to Item #20, above, Anson attempted to pay Mr. Doxtator for his research/diligence on GE (in accordance with the terms described in the answer at #19, above). However, Mr. Doxtator refused to accept any payment, as reflected in a WhatsApp exchange between Mr. Doxtator and Mr. Kassam, dated August 21, 2019, produced in this action (AAI00010559).</p>
24.	126-127	425-430	REF	To identify the persons and/or the entities that Mr. Puri sent the video on Canopy to.		Without prejudice to the Plaintiffs' position that this question is irrelevant, the Plaintiffs have made inquiries of Mr. Puri and can advise that Mr. Puri has no recollection of

						sending the video provided by Mr. Robert Doxtator to any third party.
25.	126-128	425-432	UA	To advise whether Mr. Doxtator was told that the video he provided on Canopy was forwarded to other parties.		See answer to Item #24, above.
26.	128-129	433-435	REF	To provide all documents and correspondence related to the distribution of the information and due diligence on companies and stocks provided by Mr. Doxtator to Mr. Kassam and Anson entities.		Refused on the grounds of relevance, proportionality and overbreadth.
27.	148-149	516-519	UA	To provide the identity of the investigators and their work product that Mr. Kassam is relying on to plead the conspiracy in this litigation.		Without waiving any privilege, the Plaintiffs advise that they previously retained Artemis Risk and K2 Integrity through legal counsel. The Plaintiffs maintain privilege over all communications with the investigators and/or the investigators' work product. The balance of the question is refused on basis of privilege.
28.	157-158	548-549	UA	To advise where Mr. Doxtator acknowledged that he was a co-conspirator.		This question misstates Mr. Kassam's evidence on examination. As reflected in the examination transcript, Mr. Kassam did not say Robert Doxtator "acknowledged he was a co-conspirator." Instead, at Page/Line Reference [157:13]-[158:7], Mr. Kassam's evidence

						<p>was that Robert Doxtator "said that he was affiliated with this situation" and "alluded to who the other people were."</p> <p>The basis for the Plaintiffs' understanding that Robert Doxtator was involved in the publishing of the defamatory statements, and involved in the conspiracy, is set out at length in the Plaintiffs' pleadings and the productions made in this action.</p> <p>Among other things, but without limiting the generality of the foregoing, Robert Doxtator has repeatedly made statements that indicate he was intimately involved in the conspiracy.</p> <p>For example, in a WhatsApp exchange between Robert Doxtator and Mr. Kassam, dated October 1, 2020, produced in this action (AAI00010303), Robert Doxtator confirmed his intimate knowledge of the planning and coordination behind the First and Second Defamatory Manifestos, and the conspiracy, as well as his relationships and interactions with the individuals <i>he</i> identified as being responsible. For example, he states, among other things:</p> <ul style="list-style-type: none">- "Rudensky for sure wrote part 1 ... Stafford was
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						<p>paying him to do it ... he tried to get me to talk to him";</p> <ul style="list-style-type: none">- "I'm telling you 100% [Rudensky] is [involved in the conspiracy]";- "I can make 250k going to the other side ... that's just to help bury you";- "I'm saying I was originally offered a lot more money to help the people to bury you";- "That's what Stafford sent me today ... That [sic] the general game plan for part 2" (in which Mr. Doxtator shares a screenshot of a text message from Mr. Stafford setting out the detailed plans for preparation of the Second Defamatory Manifesto). <p>In recordings of private phone calls between Robert Doxtator and Mr. Kassam, dated October 2020, produced in this action (ROB000000019, ROB000000020, and ROB000000021), Robert Doxtator again confirmed his inside knowledge of the planning and coordination behind the conspiracy, as well as the other conspirators.</p> <p>In a WhatsApp message from Robert Doxtator to Mr. Kassam, dated December 18, 2020,</p>
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						<p>produced in this action (AAI00010568), Robert Doxtator states: "On our recorded call I told you exactly who wrote it" (being the First Defamatory Manifesto).</p> <p>In a WhatsApp exchange between Robert Doxtator and Allen Spektor, dated September 27-29, 2020, produced in this action (ROB00000026), Robert Doxtator states that he "knew [the First Defamatory Manifesto] was coming" and that he "know [<i>sic</i>] who wrote" it.</p>
29.	157-163	548-563	UA	To advise and produce the portion(s) of the WhatsApp chat transcript(s) where Mr. Doxtator admits that he is part of a conspiracy.		<p>See answer to Item #28, above.</p> <p>In the course of the examination of Mr. Kassam, counsel raised questions about the authenticity of the transcripts of certain WhatsApp messages exchanged between Robert Doxtator and Mr. Spektor.</p> <p>Now produced as AAI00007639 is an email from Mr. Spektor to Mr. Kassam, enclosing an extract of Mr. Spektor's WhatsApp conversations with Robert Doxtator (now produced as AAI00007640 and AAI00007641).</p>
30.	167	576	REF	To advise of the roles played by Mr. Stafford, Mr. Rudensky, Mr.		The particulars of the roles played by Mr. Stafford, Mr. Rudensky, Mr. Robert Doxtator and Mr. Jacob

				Robert Lee Doxtator, and Mr. Jacob Doxtator in the conspiracy.		<p>Doxtator will be known only to the defendants and their co-conspirators.</p> <p>Without prejudice to the Plaintiffs' position that this is an improper question, the Plaintiffs' understanding of the role played by each defendant is described throughout the Claim.</p>
31.	175	598-599	REF	To identify and produce the list of former investors of Anson Funds who left because of the publication of the Defamatory Manifesto.		<p>In light of Robert Doxtator's breach of the deemed undertaking rule (and efforts to harass material witnesses), the Plaintiffs are not prepared to identify and/or produce documents related to former investors that redeemed their investment because of the Defamatory Manifesto.</p> <p>As a consequence, the Plaintiffs do not intend to pursue a claim for special damages in connection with investor redemptions. For clarity, nothing in this answer should be taken to prejudice or derogate from the Plaintiffs' intention to pursue special damages for other losses suffered as a consequence of the Defamatory Manifesto and broader conspiracy.</p>
32.	177-180	605-616	UT	To produce any documents that specifically go to Mr. Silwin and Athletic Knit's withdrawing of their investment from Anson Funds		See answer #31.

				due to the publication of the Defamatory Manifesto.		
33.	181	618-621	UT	To provide a list of the Plaintiffs' clients who withdrew investments from Anson Funds and who can be characterized as "Adam Spears legacy assets".		See answer #31.
34.	183-184	628-631	UA	To produce Anson's trading records with respect to trades in Zenabis.		Now produced as AAI00026712 is Anson's trading records for Zenabis until April 23, 2020.
35.	184-185	633-637	UA	To produce any correspondence between the Plaintiffs and Canaccord setting out the change in terms of their working relationship due to the publication of the Defamatory Manifesto.		Anson primarily communicated with Cannacord in person and/or by telephone/video conference in discussing Cannacord's requested changes to the parties' working relationship. Now produced as AAI000014794 is a series of emails sent between February 6 and 19, 2021 between Mr. Kassam and individuals at Canaccord in relation to Canaccord temporarily shutting down Anson's trading accounts.
36.	192	659	UA	To provide a document evidencing the financial statements for Anson Advisors Inc., Anson Funds Management LP, and Anson Investments Master Fund LP.		Without prejudice to the Plaintiffs' position that this request is irrelevant, now produced as AAI00014790, AAI00014798, AAI00014805, AAI00014811, AAI00014815, AAI00014819, AAI00014837, AAI00014842, and AAI00014846 are the financial

						statements of the requested Anson entities from 2020-2022.
37.	192-195	661-669	UA	<p>The second paragraph of the email at AAI00010136 reads:</p> <p><i>"I was speaking to a few PR guys last night. They said we need a response, but it can't be to the letter itself."</i></p> <p>To identify and advise who the PR guys were.</p>	AAI00010136	Mr. Kassam advises, to the best of his recollection, that one of the individuals referenced in this email was Ebrahim El Kalza. Mr. Kassam cannot recall which other "PR guys" he may have spoken to.
38.	198-199	677-679	REF	To go through the Defamatory Manifesto Part 1 and identify which statements about Anson's investment positions are true and which are false.		The Plaintiffs refer to the Claim, which properly pleads defamation, including by pleading the defamatory words, meaning/sense and "sting" of the Defamatory Manifesto.
39.	203-204	692-697	UA	If Mr. Kassam or any of the Anson entities are under investigation by the SEC, to provide the particulars of what the allegations are.		<p>Since Anson operates in a regulated industry, it has, from time-to-time, received inquiries from regulatory authorities including the SEC.</p> <p>To the extent Anson is aware of the particulars of any allegations that might underlie any regulatory inquiries, any known allegations are irrelevant to the allegations raised in this action.</p>

40.	204-205	698-701	REF	To advise, if Mr. Kassam or any of the Anson entities were under investigation by the SEC, would they be communicating that fact to their investors.		Without prejudice to the Plaintiffs' position that this is an improper question, see answer to Item #39, above. The remainder of the request is refused on the basis it is speculative and the premise of the question has not been established.
41.	208	708	REF	To advise whether Mr. Kassam or any of the Anson entities had occasion to notify Anson's limited partners that Mr. Kassam and/or the Anson entities were under investigation by the SEC.		Without prejudice to the Plaintiffs' position that this is an improper question, see answer to Item #39, above. The remainder of the request is refused on the basis it is speculative and the premise of the question has not been established.
42.	208-209	710	REF	To advise if Mr. Kassam has received any notice of investigation from the SEC from 2018 to the current date.		See answer to Item #39, above.
43.	209	711	REF	To advise if Mr. Kassam has received any redemption requests from Anson's investors because of a pending investigation or a current investigation from the SEC.		Without prejudice to the Plaintiffs' position that this is an improper question, Mr. Kassam is not aware of any investor having requested a redemption on the purported basis that Anson is currently or was formerly the target of an investigation by the SEC.

44.	210-211	713-723	UT	To produce the responses Luigi Calabrese received from the Defamatory Manifesto "tipline" to his birchstreet@gmail.com email address.	AAI00001245	The Plaintiffs have already produced all such emails (see e.g. AAI000000033, AAI00005915, AAI00006395, AAI00010800, AAI00010798, AAI00010799).
45.	213-214	733-734	UA	To identify the other firms hired by the Plaintiffs to investigate the conspiracy.		See answer to Item #27, above.
46.	216-218	740-751	UA	To advise how Mr. Paul Roth reached out to Mr. Kassam.	AAI0000590	As stated during the examination, Mr. Kassam initially sent Mr. Roth a message on Twitter.
47.	216-218	740-752	UA	To provide the phone number and email address of Mr. Paul Roth.		(416) 486-1432 The Plaintiffs are not aware of Mr. Roth's email address.
48.	219-220	757-761	REF	To advise when Mr. Kassam sent his chats with @PresumablyPaul to his lawyers.		Refused on the grounds of relevance and privilege.
49.	224-225	775-783	UA	To provide a list of the companies owned or operated by Andy DeFrancesco that Anson has invested in.		Since 2020, Anson has invested in SOL Global and Cool Holdings.
50.	226	788	REF	To advise why Mr. Andy DeFrancesco is not part of this lawsuit.		Refused on the basis of relevance and privilege.
51.	227-229	793-801	UA	To check the Plaintiffs' records and advise if Mr. Paul Roth (@PresumablyPaul) identified	AAI0000601	As Mr. Kassam stated during his examination, and as reflected in the Plaintiffs' productions, Mr.

				anybody other than Robert Doxtator (@BettingBruiser) and Andy DeFrancesco as being involved in the conspiracy..		Roth identified Robert Doxtator, Andy DeFrancesco, and James Stafford as being involved in the conspiracy.
52.	234	816-817	UA	To check the Plaintiffs' records and advise if Mr. Paul Roth (@PresumablyPaul) had mentioned the names of Andrew Rudensky or Jacob Doxtator.		No. See answer to Item #51, above.
53.	237	831-834	UA	To advise if Mr. Kassam spoke with Paul Roth between April 22 and June 16, 2021.	AAI0000631	Yes.
54.	238-242	837-851	REF	To advise what gives Mr. Kassam confidence that the transcripts provided by the heavensabove@protonmail.com are authentic.		The question was already answered by Mr. Kassam during his examination at Page/Line Reference [240:25]-[241:8] In any event, the basis for the Plaintiffs' belief in the authenticity of the transcripts is well-founded and set out in the Claim (see in particular, paragraph 68 and Appendix "E").
55.	246-247	870-874	REF	To advise what Anson's general counsel did with the transcripts received from HeavensAbove@ProtonMail.com.		Refused on the grounds of relevance and privilege.
56.	251-252	889-892	UT	To check the Plaintiffs' records and advise if the date of the	ROB0000019	Mr. Kassam has no reason to believe the date of the recording is not September 30, 2020.

				recording at ROB0000019 is not September 30 th , 2020.		However, the recording was taken by Robert Doxtator (without Mr. Kassam's knowledge or consent), and as such Robert Doxtator would be in the position to confirm the date of the recording. The Plaintiffs have asked the same of Robert Doxtator during his examination.
57.	255-258	904-909	REF	To advise whether, at this time, the Plaintiffs have calculated which part of any diminishment in their standing/reputation stems from the publication of the Defamatory Manifestos versus the publication of the allegation that the Plaintiffs are under an investigation by the SEC.		Refused on the grounds of relevance, proportionality, overbreadth, as lacking foundation, and as being speculative.
April 21, 2023						
Continued examination by Won Kim, counsel to James Stafford and Robert Doxtator						
58.	266	914	REF	To advise whether Mr. Kassam or Anson have ever submitted a whistleblower complaint to the OSC.		They have not.
59.	266-267	915-917	U/A	To advise whether Mr. Kassam or Anson have ever submitted a whistleblower complaint to the OSC, SEC, any other securities regulator, or the DOJ, about Aphria.		They have not.

60.	270	930	REF	To advise whether Mr. Kassam or anyone at Anson knew of any of the information in the report titled: "Aphria: A Shell Game with a Cannabis Business on the Side" published by Hindenburg Research on December 3, 2018 (the " Hindenburg Aphria Report ") prior to its publication.	AAI00014703	As framed, this question asks whether Mr. Kassam and Anson "knew of <u>any</u> of the information" contained in the Hindenburg Aphria report. To the Plaintiffs' knowledge, the Hindenburg Aphria report was based on publicly available information, much of which would have been known to Anson independently of the Hindenburg Aphria report.
61.	270-271	931	U/A	To produce any communications between Mr. Kassam and/or anyone at Anson and Nate Anderson containing any information that "made its way" into the Hindenburg Aphria Report.	AAI00014703	As stated during Mr. Kassam's examination, Anson did not provide any information to Mr. Anderson relating to the Hindenburg Aphria report published on December 3, 2018. Based on diligent review of their records, the Plaintiffs can advise there are no such communications.
62.	273-274	941-942	U/A	To advise of Anson's short positions as at the time of publication of the Hindenburg Aphria Report.	AAI00014703	Anson had a net long equity position in Aphria at the time of the Hindenburg Aphria report published on December 3, 2018.
63.	274	945	U/A	To produce all records relating to Anson's positions, holdings, profits and/or losses in respect of Aphria for the years 2018 and 2019.		Now produced as AAI00026707 is Anson's trading data for Aphria, for the relevant period surrounding the December 3, 2018 Hindenburg report.

64.	274-275	947-951	U/A	To advise whether Anson provided Mr. Anderson or anyone at Hindenburg Research with research about Aphria prior to the publication of the report titled: "Could Rampant Red Flags Drown Aphria's Proposed Nuuvera Acquisition" published by Hindenburg Research on March 21, 2018.	AAI00014703 (which document is not the report in question but refers to the report in question)	Refused on the basis of relevance. The March 21, 2018 Hindenburg report is irrelevant to the allegations and issues in the action.
65.	275-276	952	U/A	To advise of the basis for the privilege claim in respect of the Plaintiffs' emails with Mr. Anderson that are listed on the Plaintiffs' Supplemental Schedule B1.		<p>The referenced documents were included on the Plaintiffs' Supplemental Schedule B1, which was delivered in response to the Defendants' demand that the Plaintiffs identify every piece of correspondence with their former counsel Blakes, Cassels & Graydon LLP ("Blakes").</p> <p>The referenced documents are attachments to emails between the Plaintiffs and their former counsel Blakes. The Plaintiffs assert litigation- and solicitor-client privilege over the communications with counsel.</p> <p>For clarity, the Plaintiffs do not accept that any/all documents listed on their Schedule B1 are relevant to any issue in the action. The correspondence was identified on the Schedule B1 solely in response to James Stafford and Robert Doxtator's demand that the Plaintiffs provide</p>

						a detailed schedule of all correspondence with Blakes.
66.	275-276	953	U/A	To produce the Plaintiffs' emails with Mr. Anderson that are listed on the Plaintiffs' Supplemental Schedule B1.		<p>For clarity, the Plaintiffs do not accept that any/all documents listed on Schedule B1 are relevant to any issue in the action. See answer to Item #65, above.</p> <p>However, as set out in the answer to Item #68 below, the Plaintiffs have now produced all relevant communications between Mr. Kassam and/or Anson and Mr. Anderson, including any such emails that were listed on the Plaintiffs' Supplemental Schedule B1.</p>
67.	276	954	U/A	To produce all invoices and other records of payment by Mr. Kassam and/or Anson to Mr. Anderson, Hindenburg Research, and ClaritySpring.		There were no payments made by Anson to Mr. Anderson, Hindenburg Research, or ClaritySpring relating to any of the short reports referred to in the Unlawful Statements.
68.	276-277	955	U/A	To produce all relevant communications between Mr. Kassam and/or Anson and Mr. Anderson and/or Hindenburg Research.		See the correspondence (along with their respective attachments) now produced as AAI00016633, AAI00016634, AAI00016635, AAI00016636, AAI00016296, AAI00017664, AAI00017665, AAI00016287, AAI00018201, AAI00018202, AAI00016871, AAI00016978, AAI00017284, AAI00017439, AAI00018817, AAI00016177, AAI00016429, AAI00016430, AAI00016740,

						<p>AAI00017654, AAI00017655, AAI00017656, AAI00019135, AAI00019204, AAI00016220, AAI00016689, AAI00016738, AAI00016959, AAI00016960, AAI00016970, AAI00016971, AAI00017016, AAI00017017, AAI00017029, AAI00017030, AAI00017100, AAI00017371, AAI00017372, AAI00017415, AAI00017416, AAI00017525, AAI00017526, AAI00018929, AAI00018930, AAI00024226, AAI00024705, AAI00024721, AAI00025033, AAI00025435, AAI00025670.</p> <p>See also, answers to Items #61, 64, and 66, above.</p>
69.	277-278	956-960	U/A	To check the Plaintiffs' records and confirm that Mr. Kassam and/or Anson have never submitted a whistleblower complaint to the OSC, SEC, or any other regulator about Aphria.		They have not.
70.	283-285	984-989	REF	To check Anson's records and advise whether Anson ever bought put options in respect of Aphria shares at any time post publication of the Hindenburg Aphria Report.		Refused on the basis of relevance. Anson trades options in many different securities, at different times, and for different reasons, including as a hedging strategy. Whether Anson specifically purchased put options in connection with Aphria is irrelevant to the allegations in the action.

71.	285	989	U/A	To produce all communications between Mr. Kassam and/or Anson and any member of Aphria's management.		Refused on the grounds of relevance and overbreadth.
72.	286-287	994-998	U/A	To advise of the price at which Anson acquired its "founder stock" in Aphria.		Without prejudice to the Plaintiffs' position that this question is irrelevant and improper, Anson did not acquire "founder stock" in Aphria. As Mr. Kassam explained during his examination, Anson participated in the initial financing of Aphria. The subscription was completed at a price of \$0.60 per Unit.
73.	287	999	REF	To advise of the "face value" of the Aphria stock as at the time that Anson acquired its "founder stock" in Aphria.		See answer to Item #72, above.
74.	288	1000	REF	To produce records of Mr. Kassam's and/or Anson's purchase of "founder stock" in Aphria from Andy DeFrancesco, including how many stocks were purchased, at what price, and on what date.		See answer to Item #72, above. The balance of the question is refused on the grounds of relevance and overbreadth.
75.	296-297	1027-1028	U/A	To produce communications between Mr. Kassam and/or Anson and Andrew Left and/or Citron Research about Aphria.		The Plaintiffs have conducted a diligent search of their records. Based on that review, there are no relevant communications with Mr. Left regarding Aphria.

76.	301-302	1042	REF	To advise how Mr. Kassam and/or Anson decide on the size of an investment and the timing of a short position.		Refused on the grounds of relevance and overbreadth.
77.	310	1063	REF	To produce all of the derivatives Anson has bought for any of the companies mentioned in the Defamatory Manifestos or MarketFrauds.to articles.		Refused on the grounds of relevance and overbreadth.
78.	311	1065	U/T	To identify, in advance of trial, all of the unlawful statements that the Plaintiffs intend to pursue at trial.		Since defamatory statements continue to be published by the defendants, the Plaintiffs will provide responses to this request at an appropriate time in advance of trial.
79.	315	1081-1082	U/A	To advise whether Anson ever shorted Zenabis.		They did.
80.	315-316	1084-1086	U/A	To advise whether Anson ever shorted Zenabis while it was long on Zenabis.		It is impossible to be both "short" and "long" a particular stock at the same time. However, to the extent the question asks whether Anson ever had a hedged position in Zenabis, the answer is yes.
81.	315	1087	REF	To produce all of Anson's records relating to trades in Zenabis shares.		See answer to Item #34, above.

82.	324-325	1118-1119	REF	To identify which exchanges Anson has traded on, in respect of the following companies referred to in the Defamatory Manifesto: Aphria, Facedrive, HEXO, and ReconAfrica.		Refused on the grounds of relevance, proportionality, and overbreadth.
83.	331-332	1143	REF	To disclose Anson's positions in Aphria, Zenabis, ReconAfrica, HEXO and Facedrive during the period from 2018 to present.		<p>Now produced as AAI00026707 is Anson's relevant trading records for Aphria (see answer to Item #63, above).</p> <p>Now produced as AAI00026712 is Anson's relevant trading records for Zenabis (see answer to Item #34, above).</p> <p>Now produced as AAI00026711 is Anson's trading records for ReconAfrica, for the relevant period surrounding the June 24, 2021 Viceroy Research report.</p> <p>Now produced as AAI00026710 is Anson's trading records for HEXO, for the relevant period surrounding the July 29, 2019 Friendly Bear report.</p> <p>Now produced as AAI00026708 is Anson's trading records for Facedrive, for the relevant period surrounding the July 23, 2020 Hindenburg report.</p>

						The balance of the question is refused on the grounds of relevance and overbreadth.
84.	332-333	1144-1149	REF	To advise who Anson's prime brokers are for the period from 2018 to present.		<p>Without prejudice to the Plaintiffs' position that this question is irrelevant, Anson has used the following prime brokers: TD Securities, Cantor Fitzgerald, Clear Street LLC, Jefferies LLC, Maxim Group LLC, Pershing LLC, BMO Nesbitt Burns Inc., BNP Paribas Prime Brokerage, Inc., National Bank Independent Network.</p> <p>In any event, this information is, and has been, publicly-available in Anson's Form ADV filings.</p>
85.	336-337	1158-1162	REF	Has Anson ever made a trade without assurances that the short position could be covered.		<p>As Mr. Kassam repeatedly advised during his examination, including at Page/Line Reference [56:21]-[57:14], Anson is subject to the SEC and OSC rules applicable to short-selling, and to his knowledge has always complied with those rules.</p> <p>Anson otherwise relies on the prime brokerages with whom it engages, and on whom the responsibility ultimately lies for ensuring sufficient "borrow" to cover any short positions, in accordance with applicable rules.</p>

						<p>This is common, accepted industry practice.</p> <p>In any event, this question is largely speculative and unintelligible.</p>
86.	339-340	1173-117	U/A	To produce any communications between Anson and Canaccord, Eight Capital, or Echelon Capital, evidencing the interruption or pause in Anson's relationship with those entities.		<p>As it relates to Canaccord, see answer to Item #35, above.</p> <p>With respect to Echelon Capital, now produced as AAI00025935, AAI00025936, and AAI00025937 are email correspondences between Mr. Kassam and Echelon CEO David Cusson, from October 2020, when Echelon shut down Anson's trading accounts for a time after the publication of the Defamatory Manifesto.</p> <p>Based on a diligent review of the Plaintiffs' records, there are no such communications with Eight Capital.</p>
87.	341-343	1178-1186	REF	To advise whether the entity/person that would facilitate the technical naked shorting would be the brokerage not Anson.		See answer to Item #85, above.
88.	348	1209-1211	REF	To advise who Mr. Kassam dealt with to borrow shares in Facedrive.		Without prejudice to the Plaintiffs' position that this question is irrelevant, the Plaintiffs advise that Mr. Kassam does not arrange for

						<p>the "borrows" on any of Anson's executed trades.</p> <p>In any event, Anson does not use any dedicated "borrow" person or source for a given stock, but instead uses a variety of sources (through Anson's securities lending manager) to secure a given borrow, which is dependent on the specific facts and circumstances.</p>
89.	350	1218-1223	UA	To advise who Mr. Kassam borrowed from when he in fact borrowed securities in Facedrive.		See answer to Item #88, above.
90.	355-356	1245-1246	REF	To produce any correspondence Mr. Kassam received from TD from 2018 to April 21, 2023.		Refused on the grounds of relevance, proportionality, and overbreadth.
91.	355-356	1245-1247	REF	To produce any correspondence Mr. Kassam received from TD from the summer to the end of 2018.		Refused on the grounds of relevance, proportionality, and overbreadth.
92.	357-358	1252-1256	UA	To produce the documents that Mr. Kassam received from TD with regard to his position on Tilray.		Without prejudice to the Plaintiffs' position that the question is overbroad, see the correspondence (along with their respective attachments) now produced as: AAI00015543, AAI00015545, AAI00015546, AAI00015547, AAI00015548, AAI00015549, AAI00015550, AAI00015551, AAI00015552, AAI00015553, AAI00015555,

					AAI00015556, AAI00015557, AAI00015558, AAI00015559, AAI00015560, AAI00015561, AAI00015562, AAI00015563, AAI00015564, AAI00015565, AAI00015567, AAI00015568, AAI00015573, AAI00015575, AAI00015576, AAI00015580, AAI00015581, AAI00015589, AAI00015590, AAI00015591, AAI00015592, AAI00015594, AAI00015595, AAI00015596, AAI00015597, AAI00015599, AAI00015601, AAI00015602, AAI00015603, AAI00015604, AAI00015605, AAI00015606, AAI00015607, AAI00015608, AAI00015609, AAI00015618, AAI00015620, AAI00015621, AAI00015622, AAI00015623, AAI00015627, AAI00015629, AAI00015630, AAI00015631, AAI00015632, AAI00015634, AAI00015635, AAI00015636, AAI00015638, AAI00015640, AAI00015641, AAI00015642, AAI00015643, AAI00015644, AAI00015645, AAI00015646, AAI00015647, AAI00015648, AAI00015649, AAI00015651, AAI00015652, AAI00015653, AAI00015654, AAI00015655, AAI00015660, AAI00015663, AAI00015665, AAI00015670, AAI00015674, AAI00015675, AAI00015676, AAI00015678, AAI00015686, AAI00015687, AAI00015688, AAI00015689, AAI00015690, AAI00015691, AAI00015692, AAI00015693,
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						AAI00015696, AAI00015698, AAI00015703, AAI00015704, AAI00015705, AAI00015706, AAI00015707, AAI00015710, AAI00015711, AAI00015712, AAI00015714, AAI00015716, AAI00015717, AAI00015718, AAI00015719, AAI00015720, AAI00015721, AAI00015722, AAI00015728, AAI00015729, AAI00015732, AAI00015733, AAI00015737, AAI00015738, AAI00015744, AAI00015752, AAI00015753, AAI00015772, AAI00015784, AAI00015785, AAI00015786, AAI00015788, AAI00015790, AAI00015797, AAI00015798, AAI00015810, AAI00015817, AAI00015818, AAI00015837, AAI00015839, AAI00015840, AAI00015845, AAI00015846, AAI00015847, AAI00015848.
93.	358-359	1257-1260	UT	To check and advise whether Anson got RECO shares through a bought-deal financing.	AAI00010179	Anson participated in an August 2020 public offering for RECO.
94.	360	1268-1271	UA	To advise where Anson got their borrow for Recon Africa.		See answer to Item #88, above.
95.	362	1278-1279	REF	To advise how often is Mr. Kassam required to adjust the margins.		Refused on the basis that the question is irrelevant and unintelligible.

96.	368-370	1301-1309	UA	To advise whether Mr. Kassam participated in a private placement round for Harvest Health.		Without prejudice to the Plaintiffs' position that the question is irrelevant, he did not.
97.	368-369	1301-1310	REF	To provide the terms of the participation and the subsequent short positions for all of the tickers (HEXO Corp., Tilray, Zenabis, Aphria, Harvest Health) where Anson participated in a private placement.		<p>Without prejudice to the Plaintiffs' position that the question is irrelevant and overbroad, the Plaintiffs can advise as follows:</p> <p>Anson did not participate in a private placement in connection with HEXO Corp.</p> <p>Anson did not participate in a private placement in connection with Tilray.</p> <p>Anson participated in an October 2018 debenture offering in connection with Zenabis.</p> <p>Anson participated in a June 2018 and April 2019 private placement in connection with Aphria.</p> <p>With respect to any applicable trading records, see the answer to Item #83, above.</p> <p>The balance of the question is refused as irrelevant and overbroad.</p>

98.	370-371	1311-1314	UA	To advise where Anson borrowed the shares from for the short position in Facedrive in 2020.		See answer to Item #88, above.
99.	371-372	1318	UA	To provide all of the records of all positions taken on Facedrive across all of the Anson Funds, including records of where Anson obtained the borrow to cover its short position.		Now produced as AAI00026708 is Anson's relevant trading records for Facedrive (see answer to Item #83, above). As it relates to the "borrow", see answer to Item #88, above. The balance of the question is refused as irrelevant and overbroad.
100.	372-373	1324	UA	Mr. Kassam's Schedule B1 lists emails between July 13, 2020 to July 23, 2020 between Sunny Puri, Joshua Fineman, Michael Roussel and Nate Anderson with the subject line "Re: Facedrive, Re: FD and Facedrive edits". To advise what is the basis for the privilege.		See answer to Item #65 above.
101.	373	1325	REF	If not privileged, to produce the original emails mentioned above (Q. 1324), including attachments, in their entirety.		See answers to Items #65, 66 and 68, above. The balance of the question is refused on the grounds of relevance, proportionality, and overbreadth.
102.	373	1326-1327	REF	To advise how much money Anson made on shorting Facedrive.		\$1,715,663.03.

103.	373-374	1328-1329	UA	To advise whether, beside the Master Fund, there were other Anson Funds involved in the shorting of Facedrive.		Yes.
104.	374	1330	UA	To produce all of the trading records for all of the Anson-related entities on Facedrive.		See answer to Item #99, above.
105.	374-375	1331-1336	UA	To advise which are the underlying brokerages used to acquire the short position on ReconAfrica.		BMO and TD.
106.	376-378	1341-1345	REF	To advise whether Anson dealt with RBC, TD, CIBC, and/or National Bank on ReconAfrica stock in May 2021.		Yes. Anson regularly engages TD as the prime brokerage on many of its transactions.
107.	378-379	1346-1349	REF	To advise who lent Anson the funds in order to acquire the short position on ReconAfrica.		See answer to Item #94, above.
108.	379-380	1351-1355	REF	To find out and advise which portion of the report at AAI00014699 is from the diligence about ReconAfrica provided to Viceroy Research.	AAI00014699	After conducting a diligent review of their records, the Plaintiffs advise that, to the best of their recollection, they did not provide any information to Viceroy Research that was put in the report.
109.	382-383	1363-1366	UA	To advise what was the size of Anson's position on ReconAfrica before the release of the Viceroy report.		Now produced as AAI00026711 is Anson's relevant trading records for ReconAfrica (see answer to Item #83, above).

110.	383	1368	UA	To produce records of all of the deposits and withdrawals of ReconAfrica securities for each of the Anson accounts.		See answer to Item #109, above. The balance of the question is refused on the grounds of relevance, proportionality, and overbreadth.
111.	383-384	1369	REF	To provide, for each of the Anson accounts, the holding, trading, profit and loss records for the dealings with Facedrive, ReconAfrica, Aphria, Zenabis, Harvest Health and HEXO.		See answer to Item #83, above.
112.	384	1370	REF	To produce any whistleblower complaints that Anson or people related to Anson filed with any of the Canadian and/or US securities regulators for Facedrive, ReconAfrica, Aphria, Zenabis, Harvest Health and HEXO stocks.		There are no such complaints.
113.	384-385	1371	REF	To produce all of the communications that Mr. Kassam or anyone at Anson had with any journalists about Facedrive, ReconAfrica, Aphria, Zenabis, Harvest Health and HEXO.		As Mr. Kassam advised during his examination, he has regular discussions with business journalists regarding a wide variety of matters. The balance of the question, as posed, is refused on the grounds of relevance, proportionality, and overbreadth.

114.	385	1372	REF	To produce any of the communications that Mr. Kassam and/or people from Anson had with anyone in management or directors for Facedrive, ReconAfrica, Aphria, Zenabis, Harvest Health and HEXO.		Refused on the grounds of relevance, proportionality, and overbreadth.
115.	390-391	1395-1396	UA	To check records and advise whether Mr. Kassam has ever contacted Mr. Mark Rendell about ReconAfrica.		He did not.
116.	391	1397-1398	UA	To check records and advise whether Mr. Kassam has ever contacted Mr. Greg McArthur about ReconAfrica.		He did not.
117.	392-393	1404-1408	REF	To advise if Mr. Kassam shared with Mr. Greg McArthur any other documents about this lawsuit other than the Claim.		Refused on the basis of relevance.
118.	394	1410-1411	UA	To check records and advise whether Mr. Kassam have talked about ReconAfrica with anyone else at the Globe and Mail other than Greg McArthur and Mark Rendell.		Yes. Mr. Kassam advises that he spoke with Geoffrey York at the Globe & Mail.
119.	394-395	1412-1414	UA	To check records and advise whether Mr. Kassam have talked about Facedrive with anyone else at the Globe and Mail other than Greg McArthur and Mark Rendell.		Yes. Mr. Kassam advises that he spoke with David Milstead at the Globe & Mail.

120.	395	1415-1418	UA	To check records and advise whether Mr. Kassam have talked about Aphria with anyone else at the Globe and Mail other than Greg McArthur and Mark Rendell.		Yes. Mr. Kassam advises that he spoke with David Milstead at the Globe & Mail.
121.	396-397	1420-	REF	To check records and advise whether Mr. Kassam have talked about VIVO Cannabis, Genius Brands, Tilray, NexTech AR Solutions, Harvest Health, Med Men, GFL Environmental, GSX Techedu, Champignon Brands Inc., Valorem Brands, HEXO with anyone else at the Globe and Mail other than Greg McArthur and Mark Rendell.		As Mr. Kassam advised during his examination, he has regular discussions with business journalists regarding a wide variety of matters. See answers to Items #115, 116, 118, 119, and 120, above. The balance of the question, as posed, is refused on the grounds of relevance, proportionality, and overbreadth.
122.	400-401	1433-1440	REF	To advise what tickers Anson has worked with Grizzly Bear Research on.		Refused on the grounds of relevance, proportionality, and overbreadth.
123.	401	1441	UA	To advise whether Anson has worked with Grizzly Bear Research on Zenabis.		No, Anson has not.
124.	401	1443-1444	UA	To advise whether Anson has worked with Grizzly Bear Research on Aphria.		No, Anson has not.

125.	402	1445-1446	UA	To advise whether Anson has worked with Grizzly Bear Research on Genius Brands.		No, Anson has not.
126.	402	1447-1448	UA	To advise whether Anson has worked with Grizzly Bear Research on Tilray.		No, Anson has not.
127.	402	1449-1450	UA	To advise whether Anson has worked with Grizzly Bear Research on Facedrive.		No, Anson has not.
128.	402	1451-1452	UA	To advise whether Anson has worked with Grizzly Bear Research on NexTech AR Solutions.		No, Anson has not.
129.	402-403	1453-1454	UA	To advise whether Anson has worked with Grizzly Bear Research on ReconAfrica.		No, Anson has not.
130.	403	1455-1456	UA	To advise whether Anson has worked with Grizzly Bear Research on Harvest Health.		No, Anson has not.
131.	403	1457-1458	UA	To advise whether Anson has worked with Grizzly Bear Research on Med Men.		No, Anson has not.
132.	403	1459-1460	UA	To advise whether Anson has worked with Grizzly Bear Research on GFL Environmental.		No, Anson has not.

133.	403	1461-1462	UA	To advise whether Anson has worked with Grizzly Bear Research on GSX Techedu.		No, Anson has not.
134.	403-404	1463-1464	UA	To advise whether Anson has worked with Grizzly Bear Research on Champignon Brands Inc..		No, Anson has not.
135.	404	1465-1466	UA	To advise whether Anson has worked with Grizzly Bear Research on Valorem Brands.		No, Anson has not.
136.	405	1468-1469	UA	To advise whether Anson has worked with Grizzly Bear Research on HEXO.		No, Anson has not.
137.	405-406	1474	REF	To advise whether Anson collaborated with Mr. Nate Anderson on Callidus.		No, Anson has not.
138.	406-407	1475-1476	REF	To advise whether Anson collaborated on anything with Mr. Nate Anderson.		As Mr. Kassam stated repeatedly during his examination, including at Page/Line Reference [59:20], [267:22], [372:5], Anson has collaborated on research and diligence with Nate Anderson.
139.	407-408	1479-1480	UA	To produce documents indicating Anson's position on Genius Brands from April 2020 to December 2020.		Now produced as AAI00026709 are Anson's positions in Genius Brands, on a net aggregate basis, during the relevant period.
140.	408	1481-1482	UA	To advise whether Mr. Kassam has ever traded personally or		Without prejudice to the Plaintiffs' position that the question is irrelevant, the answer is no, Mr.

				through any Anson entities in Harvest Health.		Kassam did not personally trade in Harvest Health.
141.	409	1486-1487	UA	To advise when Mr. Kassam first approach Mr. Barrack of Blake Cassels and raised the issue of investigating the defamatory statements.		Without waiving privilege, the Plaintiffs formally retained the Blakes law firm in this action on October 27, 2020. To the extent this question requests more specific details surrounding communications between the Plaintiffs and their former counsel, that request is refused on the basis of privilege.
142.	409	1488	REF	To advise what made Mr. Kassam decide to retain Mr. Barrack.		Refused on the grounds of relevance and privilege.
143.	410	1489	REF	To advise who at Anson was involved in retaining Mr. Barrack.		Refused on the grounds of relevance and privilege.
144.	410	1490	REF	To advise whether there was a pre-existing relationship between Sunny Puri and Iris Fischer at Blakes.		Refused on the grounds of relevance and privilege.
145.	410	1491	REF	To advise when Mr. Kassam retained Artemis Consulting.		Refused on the grounds of relevance and privilege.
146.	410	1492	REF	To advise how Mr. Kassam got introduced to Artemis Consulting.		Refused on the grounds of relevance and privilege.
147.	410-411	1493	REF	To advise whether Mr. Kassam has retained any other private		Without waiving any privilege, the Plaintiffs have engaged Artemis

				investigators to investigate the Defendants.		Risk, and previously retained K2 Integrity, through legal counsel, to investigate the matters alleged in the Claim.
148.	411	1494	REF	To advise how many entities Anson and Mr. Kassam retained to investigate the allegations in the Claim.		See answer to Item #147, above.
149.	411	1495	REF	To advise when Mr. Kassam decided to add Mr. Stafford to the lawsuit.		Refused on the grounds of relevance and privilege.
150.	411	1496	REF	To advise why Mr. Stafford was not named as an original Defendant when the pleading was issued in December 2020.		Without waiving any privilege, the basis for the Plaintiffs' decision to add Mr. Stafford as a Defendant in this action is set out in the Affidavit of Sunny Puri, sworn January 5, 2022, filed in the Plaintiffs' motion to amend.
151.	411-412	1497	REF	To advise when Anson started collecting evidence against Mr. Stafford in-house.		Refused on the grounds of relevance and privilege.
152.	412-413	1499-1501	UA	To provide the names of the lawyers at Blakes who reached out and advised of a potential conflict.	paragraph 36 of Puri's affidavit	Without waiving any privilege, and as set out in the Plaintiffs' materials filed in the motion to amend, the Plaintiffs were formerly represented by Michael Barrack, Iris Fischer, Christopher DiMatteo, and Kaley Pulfer of the Blakes law firm. To the extent this question requests more specific details

						surrounding communications between the Plaintiffs and their former counsel, that request is refused on the basis of privilege.
153.	413	1502-1503	UA	To advise who at Anson attended the call on July 29, 2020 when Blakes advised of a potential conflict.		Refused on the grounds of relevance and privilege.
154.	414	1508-1509	REF	To produce any communication (redacted for privilege) between Anson and Blakes on the conflict issue.		Refused on the grounds of relevance and privilege.
155.	414-415	1510 1512	REF	To advise whether Mr. Kassam was concerned that his information may have been compromised by the fact that he had retained the same firm that had been acting for Mr. Stafford.		Without prejudice to the Plaintiffs' position that this question is irrelevant and speculative, the answer is no.
156.	415	1511	REF	To advise what the lawyers at Blakes told Mr. Kassam about the firewall they had in place to screen out conflict.		Without waiving privilege, the specific steps taken by Blakes to establish and maintain an ethical wall are set out in the Affidavit of Stephen Smith, sworn January 17, 2023, filed in the Plaintiffs' motion to amend. To the extent this question requests more specific details surrounding communications between the Plaintiffs and their former counsel, that request is refused on the basis of privilege.

157.	416	1513	REF	To advise what was behind the decision to switch from Blakes to Davies.		Without waiving privilege, the Plaintiffs' explanation as to why they changed counsel from Blakes to Davies is set out in the Affidavit of Sunny Puri, sworn January 5, 2022, filed in the Plaintiffs' motion to amend.
158.	416	1514	REF	To advise whether Mr. Kassam had a pre-existing relationship with Davies.		Refused on the basis of relevance and privilege.
159.	416	1515	REF	To advise if Mr. Kassam knew Jonathan Lisus or if he ever met him.		Refused on the basis of relevance and privilege.
160.	416	1516	REF	To advise if Mr. Kassam has ever retained Jonathan Lisus or Lax O'Sullivan regarding this lawsuit.		Refused on the grounds of relevance and privilege.
161.	417-418	1520-1521	REF	To advise which email addresses Mr. Kassam searched through in order to prepare his Affidavit of Documents.		<p>Refused on the basis of privilege. The review of the Plaintiffs' documents and records, as well as any production decisions, was carried out by the Plaintiffs' counsel in this action. As such, the specific search terms and parameters used to identify and determine relevance are subject to privilege.</p> <p>In any event, the Defendants refused to engage with the Plaintiffs on the terms of a discovery plan, in which the Plaintiffs had proposed the search terms and parameters to be</p>

						employed for document production in this action.
162.	423-424	1549-1553	REF	To check and advise whether any texts, chats or messages passing between Mr. Doxtator and Mr. Puri have not been produced.		<p>The Plaintiffs have, in coordination with their legal counsel, conducted a diligent review of their records and produced the relevant and non-privileged records identified in the course of that review.</p> <p>The Plaintiffs note that effectively no documents or correspondence between Robert Doxtator and Anson has been produced by Robert Doxtator in this action.</p>
163.	424-425	1556-1559	UA	To produce all of the relevant communications between Mr. Kassam or anyone at Anson and Adam Spears, Nate Anderson, Andrew Left and Ben Axler about the Defamatory Manifesto.		The Plaintiffs have conducted a diligent review of their records. Based on that review, there are no other relevant, non-privileged communications.
164.	426	1560	UT	To produce the email from David Cynamon providing the Defamatory Manifesto.		There is no such email.
165.	426	1561	UA	To produce Mr. Kassam's emails circulating the Defamatory Manifesto to others.		See the correspondence now produced as AAI00026035, AAI00026041, AAI00026064, AAI00026117, and AAI00026135.
166.	426	1562	UA	To produce Mr. Kassam correspondence with Allen Spektor regarding the Defamatory Manifesto Part 1, Defamatory Manifesto Part 2, and		<p>See answer to Item #29, above.</p> <p>In addition, now produced as AAI00007794 is relevant email</p>

				Betting Bruiser tweets and anything related to Robert Doxtator in this lawsuit.		correspondence between Mr. Kassam and Mr. Spektor dated October 2020.
167.	426-427	1563	UA	To disclose the findings, opinions and conclusions of any experts retained to report on the matters in this action, including the expert's name, address and qualifications.		The Plaintiffs will comply with their obligations under the <i>Rules</i> .
168.	427	1564	UA	To advise whether Mr. Kassam has hired private investigators to follow Robert Doxtator, Jacob Doxtator, James Stafford, Andrew Rudensky or Andrew DeFrancesco.		Refused on the basis of privilege.
169.	427	1565	UA	If Mr. Kassam has hired private investigators to follow Robert Doxtator, Jacob Doxtator, James Stafford, Andrew Rudensky or Andrew DeFrancesco, to provide the investigator's name, address and the report.		Refused on the basis of privilege.
170.	427-428	1566-1567	UA	To provide will-says before the trial of this action for anyone called as witness, together with a summary of all their evidence.		The Plaintiffs are prepared to discuss providing witness lists and witness statements on a mutual basis in advance of trial, or to comply with any trial management order made in that respect.
171.	429	1568	UA	To advise whether Anson has retained Artemis Risk as an expert for this action.		The Plaintiffs will comply with their obligations under the <i>Rules</i> .

172.	429	1569	UA	To the extent that Anson has retained Artemis Risk as an expert, to produce their report.		The Plaintiffs will comply with their obligations under the <i>Rules</i> .
173.	429	1570	UA	To provide the names, addresses and emails for any individuals who Mr. Kassam expects to have information about his allegations, specifically involving Jacob Doxtator.		See answer to Item #170, above.

This is Exhibit “Q” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



Bennett Jones

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October 11, 2023

Won J. Kim and Megan McPhee
Kim Spencer McPhee Barristers P.C.
1203-1200 Bay Street
Toronto, Ontario

Dear Mr. Kim, Ms. McPhee:

Re: Anson Advisors Inc. et al v. James Stafford et al. (CV-20-00653410-00CL)

Further to our phone call on September 19, 2023, and subsequent exchange of correspondence, we write regarding a proposed timetable for the remaining steps in this action, leading to trial.

In the course of our phone call, we both expressed a desire to move this matter to trial as quickly as possible. This is consistent with the directions provided by Justice Osborne in his endorsement dated September 13, 2023, denying your clients' request to schedule an anti-SLAPP motion, which we have reproduced in relevant part below:

All the more reason to get this matter on for trial in order that all of the issues can be explored, on a full evidentiary record, to arrive at a proper, fair and equitable determination on the merits. An anti-SLAPP motion, brought at this late stage, will only delay that merits determination. Moreover, I am concerned given the allegations of mischief by various parties to this action, and the level of acrimony between and among the parties, that time is of the essence and that additional time has so far served only to yield more disputes and further allegations. **The parties need to get on with the matter now.**

...

The parties are directed to agree forthwith on a proposed case management timetable which provides completion dates for all remaining steps required to get this matter ready for trial, including any additional pleading amendments arising as a result of the Amended Amended Statement of Defence and Counterclaim ordered on consent today, additional production and discovery obligations and any other matters.

October 11, 2023

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If the parties cannot agree on such a timetable, they may request a further case conference before me and I will impose one, although reluctantly, as I remind the parties of the expectations of litigants and counsel on the Commercial List. **I implore the parties to agree to an expeditious timetable. The parties are entrenched in their respective positions and confident in those positions at trial. All counsel purport to be in agreement that the matter should be tried as soon as possible. I agree, and I urge them in the strongest possible terms to agree on a schedule for all pretrial matters. [Emphasis added]**

Given our agreement to move this matter to trial expeditiously, and Justice Osborne's directions, we propose the following timetable for the remaining steps necessary to bring this matter to trial:

1. The plaintiffs and defendants to deliver any motions in connection with the answers to undertakings, under advisements and refusals arising out of the previously conducted examinations by October 31, 2023;
2. The plaintiffs and the defendants to request that Justice Osborne hear the refusals motion(s) at the Court's earliest available date;
3. Any/all supplementary productions to be made within 30 days of the Court's ruling on the refusals motion(s), or as otherwise agreed by counsel;
4. Any supplementary examinations to be held within 30 days of the delivery of any supplementary productions, or as otherwise agreed by counsel;
5. The plaintiffs' expert report(s) to be delivered by May 31, 2024;
6. The defendants' expert report(s) to be delivered by June 28, 2024;
7. The plaintiffs' reply report (if any) to be delivered by July 30, 2024;
8. Pre-trial at a date to be set by the Court; and
9. The plaintiffs and defendants to request the Court to schedule a two-week trial to be held in August or September 2024.

We propose to have this timetable memorialized in a consent order to be issued by Justice Osborne.

We ask that you provide your response to this proposal as soon as possible, and in any event, no later than October 18, 2023. If we do not hear from you, or an agreement cannot be reached, we will request an appearance before Justice Osborne to impose the timetable.



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Yours truly,

A handwritten signature in blue ink, appearing to be 'R. Staley', written over a light blue rectangular background.

Robert W. Staley

RWS:

cc: Douglas Fenton and Dylan Yegendorf, Bennett Jones LLP

This is Exhibit “R” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF

Civil File Number:

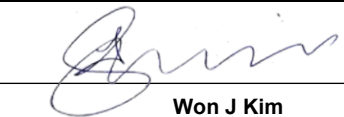
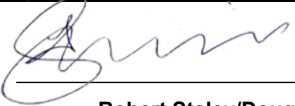
N/A

Date: October 24, 2023

SUPERIOR COURT OF JUSTICE **COMMERCIAL LIST**

9:30 A.M. Scheduling/Chambers HEARING REQUEST FORM for matters already on The Commercial List

A	<p>PLEASE NOTE: The 9:30 hearing procedure is only for <i>ex parte</i> (must be justified), urgent, scheduling and consent matters which take no longer than 15 minutes” This restriction will be enforced. This matter is (tick one or more);</p> <p style="text-align: center;"> <input type="checkbox"/> <i>ex parte</i> <input type="checkbox"/> urgent <input type="checkbox"/> scheduling <input type="checkbox"/> consent <input type="checkbox"/> other (explain) </p> <p>OR</p> <p><input checked="" type="checkbox"/> Case Conference</p> <p>These appointments can be for longer than 15 minutes. Specify requested length: 30 minutes.</p>
B	<p>Short Title of Proceeding:</p> <p><i>Anson Advisors Inc et al v Stafford et al</i></p>
C	<p>Date(s) Requested: Earliest available date</p>
D	<p>The following is a brief description of the matter to be considered at the 9:30 appointment:</p> <p><u>KSM's Position</u></p> <p>Kim Spencer McPhee Barristers PC (“KSM”) requests a case conference to schedule the hearing of a motion to be removed as counsel of record for the Defendant/Plaintiff by Counterclaim, Robert Lee Doxtator, pursuant to Rule 15.04. Following the release of the endorsement of the Honourable Justice Osborne, dated September 13, 2023, Mr. Doxtator expressed that he lost confidence in KSM's ability to represent his interests. There has been an irreparable breakdown in the solicitor-client relationship and KSM can no longer represent Mr. Doxtator in this action, or in the related action <i>Doxtator v Groia & Company Professional Corporation</i>, CV-23-0698251-0000, which involves allegations of negligence against Mr. Doxtator's former counsel in this action (the “Groia Action”). KSM advised Mr. Doxtator that it was bringing these motions, but Mr. Doxtator has not consented to the motions or otherwise served a Notice of Change of Lawyer or Notice of Intention to Act in Person in either action.</p> <p>KSM seeks to have the Rule 15.04 motions to be removed as counsel of record in this action and the Groia Action heard together as soon as possible.</p> <p><u>The Plaintiffs' Position</u></p> <p>In an endorsement dated September 13, 2023, Justice Osborne directed the parties to agree on an expeditious timetable to bring this matter to trial. Counsel have exchanged competing proposals, and there is broad agreement on a general schedule to bring the matter to trial (subject to a few outstanding details). However, KSM has now advised that they will no longer represent Robert Doxtator, and intend to bring a motion to be removed as counsel of record.</p> <p>The plaintiffs' position is that any timetable must be binding on all parties (including Robert Doxtator) and that any change in Robert Doxtator's representation cannot be allowed to prejudice an expeditious trial in this matter. The plaintiffs will therefore ask the Court to impose a timetable on all parties, irrespective of KSM's motion to be removed as counsel of record.</p>
E	<p>The following materials will be necessary for the matter to be considered. (it is the responsibility of counsel to confirm that the proper materials are available for the Court.)</p> <ul style="list-style-type: none"> • KSM's Case Conference Brief (to be filed) • The Plaintiffs' Case Conference Brief (to be filed)
F	<p>Is any Judge seized of these matters or any judicial conflicts? <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> The Honourable Justice Osborne</p>

Party	Kim Spencer McPhee Barristers PC (Counsel to Robert Lee Doxtator, James Stafford and Jacob Doxtator)	Party	Anson Advisors Inc., Anson Funds Management LP, Anson Investments Master Fund LP and Moez Kassam
Counsel	 _____ Won J Kim	Counsel	 _____ Robert Staley/Douglas Fenton
Address	1200 Bay Street, Suite 1203 Toronto, Ontario M5J 0C3	Address	Bennett Jones LLP 3400 One First Canadian Place Toronto, ON M5X 1A4
Phone	416-596-1414	Phone	416-863-1200 416-777-6084
Fax	416-598-0601	Fax	416-863-1716
E-Mail	wjk@complexlaw.ca mbm@complexlaw.ca	E-Mail	staleyr@bennettjones.com fentond@bennettjones.com

(IF MORE THAN 2 PARTIES INVOLVED, ADD ADDITIONAL SIGNATURES AND PARTICULARS ON REVERSE OR SEPARATE PAGE)

To be submitted to: Commercial List Office, 330 University Avenue, 9th Floor, Toronto Ontario **via email to**
mag.csd.to.scjcom@ontario.ca

Endorsement/Disposition

This is Exhibit “S” referred to in the Affidavit of Lorraine Klemens,
sworn December 4, 2023

A handwritten signature in blue ink, appearing to read 'Dylan Yegendorf', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DYLAN YEGENDORF



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Toronto, Ontario M5C 3G5

Ⓣ 416-593-1221

Ⓜ Blaney.com

John Polyzogopoulos
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November 3, 2023

BY EMAIL

Matthew Milne-Smith, Andrew Carlson and Maura O'Sullivan
Davis Ward Phillips & Vineberg LLP
Barristers and Solicitors
155 Wellington Street West
Toronto, ON M5V 3J7

Robert W. Staley, Douglas A. Fenton and Dylan H. Yegendorf
Bennett Jones LLP
Barristers and Solicitors
37th Floor – 155 Wellington Street West
Toronto, ON M5V 3J7

Dear counsel:

RE: Anson et al. v Andrew Rudensky et al.
Court File No. CV-22-00653410-00CL

We have been retained by Andrew Rudensky to bring a motion to set aside Justice Osborne's default judgment against him of October 4, 2023.

In the regard, I enclose our client's motion record of today's date. Supplementary motion material will follow.

I understand that Justice Osborne is case managing this matter. The court has provided us with November 14, 16 and 17 as available dates for a 15 minute 9:30 am case conference before His Honour to schedule this motion. I enclose a hearing request form in that regard and would ask you to please select the date convenient to you and sign and return the form to me so that I may submit it to the Commercial List scheduling office.

We can then discuss a timetable for the hearing of this motion in advance of the attendance before Justice Osborne

Yours very truly,

Blaney McMurtry LLP

A handwritten signature in black ink, appearing to read 'JP' followed by a stylized flourish.

John Polyzogopoulos

JP/jb

Encl.

- cc. Joseph Groia, Kevin Richard and David Sischy
Groia & Company
- cc. Won J. Kim and Megan B. McPhee
Kim Spencer McPhee
- cc. Andrew Rudensky
- cc. Connor Allison

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF LORRAINE KLEMENS

BENNETT JONES LLP

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Lawyers for the Plaintiffs/Responding Parties,
Anson Advisors Inc., Anson Funds Management LP, Anson
Investments Master Fund LP and Moez Kassam

Electronically filed / Déposé par voie électronique : 14-Dec-2023
Toronto Superior Court of Justice / Cour supérieure de justice
ANSON ADVISORS INC. et al.
Plaintiffs

-and-

Court File No./N° du dossier du greffe : CV-20-00653410-00CL

JAMES STAFFORD et al.
Defendants

Court File No. CV-20-00653410-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**RESPONDING MOTION RECORD
(Motion to Set Aside Default Judgment)**

BENNETT JONES LLP

3400 – 1 First Canadian Place
Toronto, ON M5X 1A4

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Lawyers for the Plaintiffs/Responding Parties,
Anson Advisors Inc., Anson Funds Management LP, Anson
Investments Master Fund LP and Moez Kassam