

Court File No. CV-24-00720446-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

JAMIE ANDERSON

PLAINTIFF

- and -

CNSX MARKETS INC.

DEFENDANT

REPLY

1. The Plaintiff, Jamie Anderson (“**Jamie**”), admits the allegations contained in paragraphs 4, 5, 10, 53, 54, 59, and 65 of the Statement of Defence.
2. The Plaintiff denies the allegations set out in paragraphs 2, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 55, 56, 57, 58, 60, 61, 62, 63, 66, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, and 78 of the Statement of Defence.
3. The Plaintiff has no knowledge in respect of the allegations contained in paragraphs 17, 21, 34, 41, 64, and 73 of the Statement of Defence.

JAMIE’S EMPLOYMENT AT CNSX

4. Jamie was engaged by CNSX under a contract commencing October 6, 2014 and ending January 25, 2015 to

“review, revise, write and organize corporate governance documentation, including minute books and corporate and business filings, and assess existing strategy and recommend improvements thereto for managing regulatory relationships”.

The individual overseeing the performance of Jamie’s work was Richard Carleton, chief executive officer of CNSX (“**Mr. Carleton**”). Jamie worked Monday to Friday, approximately eight (8) hours a day, for CNSX.

5. On Monday January 26, 2015, CNSX hired Jamie on a permanent, full-time basis as General Counsel & Corporate Secretary reporting to the chief executive officer under an employment letter dated the same (“**2015 Employment Agreement**”). As CNSX could not afford to hire Jamie on a five (5) day a week salary, it hired Jamie at \$170,000.00 salary per annum with the agreement that Jamie would work three (3) days a week (unless there was one or more paid holidays in a particular week – in such case, the paid holidays would result in a shorter number of days worked by Jamie) with the other two (2) days in the work week as vacation days so Jamie would be a full-time employee. Jamie also received twenty-five (25) additional vacation days as per the 2015 Employment Agreement; Jamie was also immediately entitled to participate in the CNSX employee benefits program and employee stock option plan (collectively “**Employee Benefits**”).

6. The 2015 Employment Agreement provided that if Employee Benefits were eliminated or reduced, commensurate compensation would have to be provided to Jamie.
7. The 2015 Employment Agreement provided Jamie would adhere to CNSX's policies, rules and procedures, including the Human Resources and Procedures Manual ("HR Manual"),

"so long as they are not inconsistent with any provisions of [the] employment agreement".
8. Contrary to CNSX's claim in its Statement of Defence (paragraph 11), Jamie did not finalize the HR Manual that was in place at the time he executed the 2015 Employment Agreement. In fact, Jamie did not work on the HR Manual during the period prior to executing the 2015 Employment Agreement.
9. Mr. Carleton told Jamie that under the previous general counsel & corporate secretary's tenure, external counsel had reviewed the HR Manual. The version of the HR Manual provided to Jamie was dated January 2013.
10. Contrary to CNSX's claim in its Statement of Defence (paragraph 7), Jamie was not directly responsible for drafting CNSX's contracts and policy documents with respect to compensation and employment. Compensation and employment decisions were generally made between a hiring manager and the chief financial officer. Excluding any new hires for the legal department, Jamie was never involved in CNSX compensation and employment decisions.
11. Ultimately the decision to hire, and on what terms and conditions, was made by the hiring manager. In accordance with CNSX's by-laws, the decision was to be approved by two (2) signing officers (generally the chief executive officer and the chief financial officer) executing the employment letter. Jamie assisted with employment letters for many CNSX hires; there were occasions where Mr. Carleton bypassed the process.
12. Notwithstanding that the chief executive officer said that human resources matters were the responsibility of the chief financial officer, Jamie did raise concerns in regards to the lack of process and procedures and adherence thereto for bringing on new employees. As a remedy, the legal department created a bring-on process that was vetted and approved by the Human Resources & Compensation Committee of the CNSX Board ("**HR&CC**").

13. In or around January 2016, there were increased regulatory demands on CNSX that Mr. Carleton said necessitated Jamie to work five (5) days per week. It was agreed that Jamie's annual salary be increased to \$283,333 and Jamie would no longer take the two (2) days of vacation per week (but Jamie would retain the twenty-five (25) vacation days). This was reflected in an employment letter dated February 22, 2016 ("**2016 Employment Agreement**"). The 2016 Employment Agreement provided that all other terms of the 2015 Employment Agreement remained in effect.

VACATION

14. Contrary to CNSX's claim in its Statement of Defence, Jamie was not responsible for reviewing and approving the vacation policy. The CNSX Board reviews and approves changes to the HR Manual which included the vacation provisions. The vacation provisions in the HR Manual were established prior to Jamie being hired.
15. Contrary to CNSX's claim in its Statement of Defence (paragraph 62), Jamie did not revise or change the vacation provisions in the HR Manual. The vacation provisions in the HR Manual predate Jamie being engaged or hired by CNSX.

NON-DISCRETIONARY BONUS

16. CNSX commenced an employee bonus program starting in 2017 (prior to 2017, there was no bonus program). The bonus program was established to make CNSX compensation more competitive.
17. CNSX's bonus program consisted of a cash pool calculated on a CNSX Board-approved percentage of CNSX's annual net income. CNSX's bonus program also established a CNSX Board-approved allocation of the cash pool between (a) the senior management team and (b) the rest of the employees. Each year the CNSX Board approved the bonus payouts to the senior management team ("**SMT**") members. The bonus payouts for all employees were made by around mid-February each year.
18. Prior to 2020 (i.e. 2017, 2018, and 2019), there was some degree of variability on bonus amounts provided to SMT members. For the 2018 bonus, the then chief financial officer, J. Adam Conyers, told the CNSX Board that the bonus payments reflected hours put into work, quality of work and the SMT member's salary. For the 2019 bonus, the then chief financial officer told the CNSX

Board that he allocated the SMT bonus pool based on his observations of SMT members over the year and then the CEO would adjust accordingly based on his own observations. However, there was no strategic plan and no performance plans or reviews were conducted for any of the SMT members (including the CEO) during Jamie's tenure with CNSX despite that requirement being in the HR Manual which states:

“There will be periodic reviews of your performance. Performance reviews will be completed by your direct supervisor and approved by the supervisor's supervisor. You will be provided with a copy of each performance review and a copy will be retained in the personnel files of CSE.”

19. Furthermore, the CFO and CEO were effectively setting their own bonus payouts for the year.
20. Commencing with the bonus payouts for 2020, the SMT bonus pool allocation changed. The new SMT bonus pool allocation methodology coincided with a new chief financial officer, Mary Anne Palangio (“**Ms. Palangio**”), being hired.
21. From 2020 forward, a formula was applied where each SMT member received the same bonus payout (pro-rated if an SMT member started partway through the year), other than the CEO who received double the amount that an SMT member received. This formula was also applied for 2021 and 2022 bonus payouts.
22. From commencement in 2017 up until the year of Jamie's termination, every SMT member received a bonus each year.

UNPAID GROUP RETIREMENT SAVINGS PLAN (“GRSP”) MATCHING CONTRIBUTIONS

23. The 2015 Employment Agreement specifically stated that employee benefits are governed by the form plan documents or policies. Employee benefits

*“will be provided in accordance with the **formal** plan documents or policies and any issues with respect to entitlement or payment of benefits under any of the Employee Benefits will be governed by the terms of such documents or policies.”* (emphasis added)

24. The HR Manual confirms that the package (i.e. the GRSP member booklet) that is supposed to be provided to every CNSX employee governs the terms of the GRSP. The HR Manual specifically stated that the information contained therein concerning the Group RSP was a summary only:

“Group RSP

The following is a summary only. Please see the details in the package that will be provided to you, which will govern your rights and obligations under the plan. CSE’s basic contribution is 4% of base salary, beginning after the probation period whether you contribute to the plan or not.

Individuals are responsible for ensuring their total RSP contributions do not exceed their maximum allowable contribution as provided by the Income Tax Act (Canada).”

(emphasis added)

25. Contrary to CNSX’s claim in its Statement of Defence (paragraph 40), the HR Manual does not clearly stipulate that CNSX employees were only entitled to basic contribution of 4%. The HR Manual, as a summary only, makes a reference to the basic contribution of 4% but it does not say it is the only CNSX contribution.
26. Contrary to CNSX’s claim in its Statement of Defence (paragraph 42), Jamie did not raise the missing GRSP matching matter because he became aware of the Canada Life online account GRSP member booklet. Jamie raised the matter with Ms. Palangio because he discovered that the corporate record provided that CNSX had not eliminated the matching contribution part of the GRSP.
27. The January 24, 2013 CNSX Board minutes, approved by the CNSX Board and signed by the then chair and the then secretary, provided that the GRSP matching contribution (i.e. the contribution based on age plus years of service) remained part of the employee benefits. The minutes provided that the HR Manual was only amended to provide flexibility in future if a better option for the GRSP was found.
28. Subsequent CNSX Board meeting minutes and CNSX Board committees’ meeting minutes did not indicate that the GRSP matching contribution was to be removed from the employee benefits.

In fact, there was no further Board or Board Committee mention of the GRSP until Jamie raised the missing GSRP matching contributions in the autumn of 2021.

29. Jamie raised the missing GSRP matching contributions matter on or around September 29, 2021 at a meeting of CNSX's HR&CC.
30. Jamie reported to the HR&CC on the corporate record (i.e. CNSX Board and CNSX Board committees' meeting minutes) providing that the GRSP matching contributions remained part of the employee benefits and that the GRSP member booklet (last amended effective October 3, 2016 and which governs the GRSP) was consistent with this. Ms. Palangio reported to the HR&CC on the potential financial exposure to CNSX regarding the matter as it affected previous and current employees.
31. The HR&CC agreed that external counsel with experience in pensions and retirement plans should be retained by the HR&CC to investigate the matter to avoid any CNSX management biases and conflicts of interest. The HR&CC asked Jamie to assist in providing potential law firms and specific lawyers.
32. Jamie undertook the review of the potential law firms and lawyers. This included speaking with counsel at Norton Rose Fulbright Canada LLP.
33. At the HR&CC meeting on December 9, 2021, Jamie presented a report on the potential law firms and lawyers with an extensive analysis on ratings and expertise. At the meeting, the HR&CC selected a specific law firm and a specific lawyer that it would retain to investigate the GRSP matching contribution matter.
34. In its Statement of Defence (paragraph 17), CNSX refers to a "town hall meeting" held at some point where it was announced to employees that the GRSP matching contribution was removed from its compensation structure (i.e. employee benefits). The other SMT members who would have been employed in 2013 with whom Jamie spoke with had no recollection of such a town hall meeting nor any recollection of the GRSP matching contribution purportedly being removed from the employee benefits. Additionally, Ms. Palangio searched for, and could not find, any records of where this announcement was made to CNSX employees.

35. In its Statement of Defence (paragraph 17), CNSX refers to the formal removal of the GRSP matching contribution from CNSX employment agreements. No CNSX employment agreements showing reference to the GRSP were provided to the HR&CC in its consideration of the matter. Furthermore, at least one SMT member (and likely more) did not have an employment agreement other than a very brief email (and many SMT members did not have written job descriptions).

TERMINATION OFFER

36. To clarify CNSX's claim in its Statement of Defence (paragraph 18), CNSX's termination offer was a "take it or leave it" offer which denied many of Jamie's entitlements and rights at law. Yet CNSX takes the position that Jamie should have forgone his entitlements and rights at law and to act otherwise is a dereliction of the duty to mitigate his damages. CNSX's position is nonsensical and harsh.

BREACH OF OHSА - REPRISAL

37. Contrary to CNSX's claim in its Statement of Defence (paragraph 31), Jamie did seek to enforce the requirements of the Occupational Health and Safety Act R.S.O. 1990, c. O.1 ("OHSА").
38. Contrary to CNSX's claim in its Statement of Defence (paragraph 32), Mr. Carleton ordered the changes to the CNSX Safety Plan, including the removal of the vaccine requirement which had just been requested and agreed to by CNSX in late 2021. Furthermore, contrary to CNSX's claim in its Statement of Defence, Covid-19 was not endemic but still in a pandemic phase. In fact, the World Health Organization only declared an end to the global health emergency regarding Covid-19 in May 2023.
39. Contrary to CNSX's claim in its Statement of Defence (paragraph 33), Jamie did not provide an updated Safety Plan and associated policies to the joint health and safety committee ("JHSC") in or around May 5, 2022. In fact, the Manager, Policy and Compliance provided the materials to the JHSC. Furthermore, the scheduled meeting was to occur on May 13, 2022 not May 12, 2022.
40. Jamie was advised by multiple employee sources that one of or both Mr. Carleton and Ms. Palangio were forcing their way to be invited and attend the JHSC meeting on May 13, 2022. Jamie received

a text message from an employee on May 11, 2022 advising that the CEO was attempting to influence and intimidate the JHSC.

41. Jamie was concerned about a lack of compliance with OHSA in regards to the developments and was trying to protect CNSX (and its officers) to which significant penalties would apply for non-compliance with OHSA.
42. Contrary to CNSX's claim in its Statement of Defence (paragraph 35), Jamie did not say he would be attending the May 13, 2022 JHSC meeting. In fact, he strongly counseled against it.
43. Contrary to CNSX's claim in its Statement of Defence (paragraph 36), at least one JHSC member expressed concern with Ms. Palangio or Mr. Carleton attending the JHSC meeting.
44. Contrary to CNSX's claim in its Statement of Defence (paragraph 36), the then Vice-President, Corporate Development (a member of the SMT) emailed the whole of the SMT on May 13, 2022 saying that it was inappropriate for any SMT member to attend the JHSC meeting.
45. Notwithstanding Jamie's actions to have compliance with the OHSA, and despite the then Vice-President, Corporate Development's email, Mr. Carleton said he was attending the JHSC meeting anyway.
46. On the Monday May 16, 2022, the Vice-President, Corporate Development emailed Mr. Carleton indicating that the JHSC was stressed by the interference. Mr. Carleton emailed her back stating:

“How is it that you are in touch with the ‘feelings’ of the committee and I get threatened with the labour board?”

BREACH OF SECURITIES ACTS OF ONTARIO AND BRITISH COLUMBIA – REPRISAL ITEM 1 – CONFLICT OF INTEREST REPORTING

47. Contrary to CNSX's claim in its Statement of Defence (paragraph 23), there were serious issues of the handling of the two conflict of interest matters (one involving a CNSX contractor; another involving a member of the SMT, the Senior Vice-President, Listings & Regulation) that were brought to the attention of the legal department. As already indicated in Jamie's Statement of Claim, Mr. Carleton was strongly opposed to the reporting of the matters in the annual conflicts

of interest report that was to be provided to the regulators. Jamie is unaware of any other SMT member disagreeing with the draft conflicts of interest reporting other than the Senior Vice-President, Listings & Regulation who has a subject involved (directly and indirectly) in both conflict of interest matters.

BREACH OF SECURITIES ACTS OF ONTARIO AND BRITISH COLUMBIA – REPRISAL ITEM 2 – SELECTION OF INDEPENDENT DIRECTOR FOR THE BOARD

48. Contrary to CNSX’s claim in its Statement of Defence (paragraph 27), Jamie did raise concerns about the independence of the director prior to December 13, 2021. Initially in 2020, the nominee for the director position met the requirement for independent as the Ontario Securities Commission (“OSC”) recognition order then stated. However, subsequently CNSX became subject to an amended OSC recognition order effective September 14, 2020. The new OSC recognition order imposed additional requirements on CNSX, *inter alia*, a new definition of independent with respect to directors and a compliance certification by the chief executive officer and the general counsel.
49. In light of the new requirements, Jamie raised concern with respect to the director’s independence under the OSC recognition order.
50. Much to his concern, Jamie was told not to communicate with the OSC regarding the matter – both by Mr. Carleton and the CNSX Board’s corporate governance committee (“CGC”). It was only after searching for and finding an email on point from OSC staff and presenting such to the CGC that the CGC said it would then be acceptable to speak with OSC staff.
51. Contrary to CNSX’s claim in its Statement of Defence (paragraph 25), Jamie did not have an incorrect understanding of a conversation with OSC staff regarding the meaning of “nominated” under the OSC recognition order. In his conversation with OSC staff, they said the situation at CNSX was exactly what the provision was trying to regulate. The OSC staff consulted with her team, manager, and others and advised Jamie what steps needed to take place if the CNSX corporate governance committee planned to waive the application of the “independent” definition on the director in question. Jamie advised the CGC accordingly and the CGC issued the waiver.

DISCRIMINATORY PRACTICES

52. Contrary to CNSX's claim in its Statement of Defence (paragraph 48), the CNSX SMT does not have exceptionally low turnover (and neither does the company as a whole). In the year 2022, there were three (3) executive departures, one-third of the SMT.

SPECIALIZED EXCHANGE-RELATED REGULATORY WORK

53. Contrary to CNSX's claim in its Statement of Defence (paragraph 50), Jamie provided specialized exchange-related regulatory work. Jamie worked extensively on the new listings policies, a project that took years to complete. He drafted responses to requests for comments on regulatory matters, including trading and market data matters. Jamie worked closely with the SMT and their teams with regards to regulatory strategy and practical matters.

ACCRUED VACATION PAY

54. Contrary to CNSX's claim in its Statement of Defence (paragraph 61), Jamie did not work for CNSX on a part-time basis at any point in time. As stated above, under the 2015 Employment Agreement, Jamie was a full-time employee.
55. Because CNSX could not afford to hire Jamie on a five (5) day a week salary, the agreement was that Jamie would work three (3) days a week (other than weeks with paid holidays) with a lower salary and have the other two (2) days a week as vacation days. He was also entitled to five (5) weeks of vacation under the 2015 Employment Agreement to apply to the three (3) days a week work days.
56. Contrary to CNSX's claim in its Statement of Defence (paragraph 61), Jamie did not take his full five (5) weeks of vacation during the period of the 2015 Employment Agreement – work demands prevented Jamie from doing so.
57. Contrary to CNSX's claim in its Statement of Defence (paragraph 63), the HR Manual does not clearly state that employees are required to take their minimum statutory vacation each year. What the HR Manual states is that there is an expectation that the statutory minimum vacation days are taken each year - there is no stated requirement to do so. Regardless, the HR Manual says unused vacation time may not be carried forward to the next year without CEO written approval (or if work demands prevented the employee from being able to take their vacation) - CNSX has clearly

contracted out of the *Employment Standards Act*, 2000, S.O. 2000, c. 41 by not permitting even statutory minimums from being carried forward into the next year.

58. Jamie was under enormous work demands and was unable to take his full number of vacation days each year. A former CNSX Board member (Joel Strickland) said in a Board meeting that Jamie was a “workhorse”. CNSX reaped the benefit of Jamie’s hard work when he should have been on vacation. Jamie earned the right to pay in lieu for the accrued vacation days. Jamie’s accrued vacation of 44.5 days was a conservative number as even when he booked a vacation day, he was frequently required to work on the vacation day.
59. Contrary to CNSX’s claim in its Statement of Defence (paragraph 62), CNSX’s argument that the exception for vacation carry forward is a sole criterion (i.e. only work demands) indicating when CEO approval is required does not make sense. An employee may have various reasons for wanting to carry forward vacation – for instance, if an employee (or one of their family members) was to be undergoing a medical procedure, they may wish to carry forward vacation to the next year for that period.
60. Regardless of CNSX’s arguments, the vacation provision in the HR Manual is clear. It states
- “Exceptions will be made where work demands **prevented** the employee from taking vacation.”*
(emphasis added)
- There is no need to obtain CEO approval for something that has already occurred. The work demands prevented the employee from taking vacation.
61. Contrary to CNSX’s claim in its Statement of Defence (paragraph 66), CNSX does not diligently maintain vacation records for all of its employees. As pointed out above, during the period of the 2015 Employment Agreement, Jamie did not take his full vacation entitlement, despite CNSX’s assertion to the contrary.
62. In good faith, Jamie provided his vacation tracking records to Ms. Palangio. However, CNSX never provided their vacation records to Jamie.
63. Furthermore, in response to Jamie’s inquiry as to when he would be paid for his accrued vacation of 44.5 days, Ms. Palangio quoted by email on June 2, 2022 the vacation provision in the HR

Manual. Jamie replied, as Ms. Palangio would be quite aware, that work demands prevented him from taking that vacation.

UNPAID 5-YEAR SERVICE AWARD

64. Contrary to CNSX's claim in its Statement of Defence (paragraph 67), Ms. Palangio emailed Jamie and asked "if he would like a vacation day that he would not be able to use (and she inserted a smiley emoji)" for his five (5) year service award. Jamie presumed the added day was added to his vacation entitlement. Ms. Palangio never followed up with Jamie.

UNPAID APPROVED BUSINESS EXPENSES

65. Contrary to CNSX's claim in its Statement of Defence (paragraph 68), Jamie's expense report had already been approved by Mr. Carleton. Ms. Palangio never approved any of Jamie's expense reports. Ms. Palangio withheld reimbursement of Jamie's approved expense report and has done so to present date.

66. Contrary to CNSX's claim in its Statement of Defence (paragraph 68), Jamie never had two (2) iPhones from CNSX. Jamie had one iPhone and an old S10 that Ms. Palangio said was Jamie's to keep. CNSX has not returned Jamie's personal effects that it has in its possession.

HARASSMENT, ABUSE AND TOXIC WORK ENVIRONMENT

67. Contrary to CNSX's claim in its Statement of Defence (paragraph 70), there have been allegations by CNSX employees that they had been subjected to harassment, abuse or a toxic work environment by Mr. Carleton or otherwise. As noted in Jamie's statement of claim, Jamie himself, by email, complained to Mr. Carleton about his behaviour and also reported such to the chair of the HR&CC. The Vice-President, Corporate Development advised Jamie that the chair of the HR&CC had got in touch with her regarding Mr. Carleton's behaviour. She confirmed Mr. Carleton's abusive behaviour and sent the chair of the HR&CC by email a list of recommendations, including abuse training.

68. In CNSX's Statement of Defence (paragraph 73), CNSX acknowledges that there were complaints made.

69. Contrary to CNSX's claim in its Statement of Defence (paragraph 70), the general turnover rate at CNSX is not exceptionally low. Jamie estimates that at least twenty (20) employees had departed CNSX during his period of employment. During this time, CNSX's employee count ranged from twenty (20) to forty (40) employees.
70. Contrary to CNSX's claim in its Statement of Defence (paragraph 71), Jamie was not significantly behind in several critical deliverables, including a regulation services agreement ("RSA") with the self-regulatory organization then named the Investment Industry Regulatory Organization of Canada ("IIROC"). As Mr. Carleton was well aware, CNSX had two RSA's with IIROC and that IIROC had been trying for over fifteen (15) years to have CNSX sign a new RSA. Over the approximately fifteen (15) year period, CNSX had resisted signing the new RSA for various reasons, including the fact that IIROC was trying to exert powers *ultra vires* its relationship with CNSX. Jamie had produced a long memorandum concerning the RSA and the various problems in signing the RSA in the form presented by IIROC. The whole SMT, including Mr. Carleton, agreed with Jamie's memorandum. There was no intervention by the OSC caused by the alleged delay. There was, however, a meeting to discuss the RSA issues with the OSC, IIROC and the British Columbia Securities Commission.
71. Contrary to CNSX's claim in its Statement of Defence (paragraph 72), Jamie firsthand witnessed all of the abusive and toxic behaviours listed in paragraph 99 of the Statement of Claim. In terms of Mr. Carleton making several employees cry, Jamie was advised this occurred by the Vice-President, Corporate Development. In one instance, she told Jamie she was on vacation at the time (on or around June 23, 2021) and an employee had called her to advise her of the terrible treatment they had received from Mr. Carleton.
72. Mr. Carleton did nothing to stop toxicity. On one occasion, on or around March 16, 2021, in reply to one of the daily morning emails to all employees that Mr. Carleton started sending in 2020, a CSE contractor made an extremely offensive comment about thalidomide-afflicted individuals. There was no apologies made or report to staff by Mr. Carleton that such type of behaviour was inappropriate and would not be tolerated.
73. Other employees texted Jamie with respect to Mr. Carleton's bullying and his condoning of bullying by other SMT members.

MORAL AND PUNITIVE DAMAGES

74. Contrary to CNSX's claim in its Statement of Defence (paragraph 74), Jamie was not treated with dignity and respect throughout the duration of his employment at CNSX. Despite Mr. Carleton calling Jamie "the conscience of the company" (such as to the Manager of Policy and Compliance when she was interviewed), he increasingly chafed at compliance and governance efforts and began to increasingly interfere with and thwart the activities of the legal department and became abusive with Jamie.

July 26, 2024

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JAMIE ANDERSON
Plaintiff

-and-

CNSX MARKETS INC.
Defendant

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ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
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REPLY

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