

Ontario
Superior Court of Justice

DIRECTION/ORDER/ENDORSEMENT

Court File: CV-22-00687490-00CP

MARKO STAJIC

Plaintiff

– and –

SCOTT LANGILLE, GERHARD MULLER, PAUL PATHAK, ERIC SILVER, MICHAEL
STEIN, AND JOHN DOES 1-3

Defendants

Court File: CV-21-00665194-00CP

JONATHAN LUBUS, MARCO STAJIC, MORDECAI BOBROWSKY,
And KYLE YAMAMURA

Plaintiffs

– and –

WAYLAND GROUP CORP., BENJAMIN A. WARD,
CANACCORD GENUITY CORP. and GMP SECURITIES L.P.

Defendants

Court File: CV- CV-23-00693650-00CP

MICHAEL BORDELEAU-TASSILE

Plaintiffs

– and –

CANACCORD GENUITY CORP., GMP SECURITIES L.P., and VIII CAPITAL CORPORATION
Defendants

Counsel:

Andrew Morganti and Albert Pelletier, counsel for the Plaintiff in action CV-22-00687490-00CP (the “Stajic Action”), and counsel for the Plaintiff in action CV-21-00665194-00CP (the “Lubus

Action”), and counsel for the Plaintiff in action CV-23-00693659-00CP (the “Bordeleau-Tassile Action”).

Shawn Irving, counsel for the Defendants, Paul Pathak, Michael Stein, Gerhard Muller, Eric Silver and Scott Langille in the Stajic Action.

Gillian Dingle and Colette Koopman, counsel for the Defendants, Canaccord Genuity and GMP Securities in the Lubus Action, and (together with VII Capital Corporation) in the Bordeleau-Tassile Action

Gary Luftspring and Marcus Knapp, counsel for the non-party The Guarantee Company of North America (insurer for Wayland, defendant in the *Lubus* action)

Julia Vizzaccaro, counsel for the non-party Starstone (excess insurer for Wayland, defendant in the *Lubus* action)

Elizabeth Bowker, counsel for the non-party Victor (excess insurer for Wayland, defendant in the *Lubus* action)

[1] Counsel in the Lubus Action, Stajic Action, and Bordeleau-Tassile Action have agreed to conduct a mediation in an effort to resolve all outstanding disputes. I have therefore refrained from scheduling any further motions or other proceedings.

[2] The conflict motion with respect to the Osler firm’s involvement in the Stajic Action, which had been scheduled to be heard on September 13, 2023, is abandoned by the Plaintiff. This abandonment is without costs and without prejudice to any party’s rights in respect of that motion. It is also without prejudice to the Plaintiff bringing the motion again in the event that the mediation does not result in a settlement and counsel decide to proceed with it.

[3] In all three actions, any relevant limitation periods continue to be tolled. Also, all applicable deadlines under the *Rules of Civil Procedure* and/or the *Class Proceedings Act* are suspended or tolled until the mediation has been completed.

[4] Counsel are to advise me when the mediation has taken place. In the meantime, I have set aside September 13, 2023 for a case conference so that I can be updated.



Dated: April 13, 2023

E.M. Morgan J.