

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

S.C.M. No.: 500-06-000930-186

C.A. No.: 500-09-028532-190

COURT OF APPEAL

KATY HAROCH, [REDACTED]
[REDACTED]

and

AVRAHAM BROOK, [REDACTED]
[REDACTED]

APPELLANTS – Applicants

v.

THE TORONTO-DOMINION BANK, legal person having its principal establishment at 1350 René-Levesque boulevard West, 6th Floor, district of Montreal, Province of Quebec, H3G 1T4

and

CANADIAN IMPERIAL BANK OF COMMERCE, legal person having its principal establishment at 1155 René-Lévesque boulevard West, district of Montreal, Province of Quebec, H3C 3B2

and

CIBC MORTGAGES INC., legal person having a principal establishment at 1155 René-Lévesque boulevard West, suite 1020, district of Montreal, Province of Quebec, H3B 3Z4

and

BANQUE DE MONTRÉAL, legal person having its principal establishment at 119 Saint-Jacques Street, district of Montreal, Province of Quebec, H2Y 1L6

and

ROYAL BANK OF CANADA, legal person having its head office at 1 Place Ville Marie, district of Montreal, Province of Quebec, H3B 3A9

and

THE BANK OF NOVA SCOTIA, legal person having a principal establishment at 1002 Sherbrooke Street West, district of Montreal, Province of Quebec, H3A 3L6

and

LAURENTIAN BANK OF CANADA, legal person having a principal establishment at 1981 McGill College avenue, district of Montreal, Province of Quebec, H3A 3K3

and

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, legal person having its head office at 100, rue des Commandeurs, Lévis, district of Québec, Province of Québec, G6V 7N5

and

NATIONAL BANK OF CANADA, legal person having its head office at 600, rue de la Gauchetière Ouest, 4th floor, district of Montreal, Province of Québec, H3B 4L2

and

HSBC BANK OF CANADA, legal person having a principal establishment at 160-2001 McGill College, district of Montreal, Province of Québec, H3A 1G1

and

LA CAISSE POPULAIRE DE RAGUENEAU, legal person having its principal establishment at 550 Route 138, Ragueneau, District of Baie Comeau, Province of Québec, G0H 1S0

and

CAISSE POPULAIRE DESJARDINS DE HAVRE-SAINT-PIERRE, legal person having its principal establishment at 1072 rue de la Dulcinée, Havre-Saint-Pierre, District of Mingan, Province of Québec, G0G 1P0

and

CAISSE POPULAIRE DESJARDINS DE BAIE-COMEAU, legal person having its principal establishment at 267 boulevard Lasalle, Baie-Comeau, District of Baie-Comeau, Province of Québec, G4Z 1S7

and

CAISSE POPULAIRE DESJARDINS DE MINGAN-ANTICOSTI, legal person having its principal establishment at 998, Chemin du roi, CP 40, Longue-Pointe-de Mingan, District of Mingan, Province of Québec, G0G 1V0

and

LA CAISSE POPULAIRE DESJARDINS DE SEPT-ÎLES, legal person having its principal establishment at 760 Laure boulevard, Sept-Îles, District of Mingan, Province of Québec, G4R 1Y4

and

CAISSE DESJARDINS DE PORT-CARTIER legal person having its principal establishment at 8 boul. des Îles, Port-Cartier, District of Mingan, Province of Québec, G5B 2J4

and

CAISSE POPULAIRE DESJARDINS DE HAUTERIVE, legal person having its principal establishment at 990 Laflèche boulevard, Baie-Comeau, District of Baie-Comeau, Province of Québec, G5C 2W9

and

CAISSE POPULAIRE DESJARDINS DE BLANC-SABLON, legal person having its principal establishment at 1056 Dr. Camille-Marcoux boulevard, Lourdes-de-Blanc Sablon, District of Mingan, Province of Québec, G0G 1W0

and

CAISSE POPULAIRE DESJARDINS DU SAGUENAY-SAINT-LAURENT, legal person having its principal establishment at 11 Sirois Street, CP 159, Les Escoumins, District of Baie-Comeau, Province of Québec, G0T 1K0

and

CAISSE POPULAIRE DESJARDINS DE TÊTE-À-LA-BALEINE, legal person having its principal establishment at 101 rue de la Chute, Tête-à-la-Baleine, District of Mingan, Province of Québec, G0G 2W0

and

CAISSE DESJARDINS DU CENTRE DE LA HAUTE-CÔTE-NORD, legal person having its principal establishment at 53, 2^e avenue, Forestville, District of Baie-Comeau, Province of Québec, G0T1E0

and

LA CAISSE POPULAIRE DE LA TABATIÈRE, legal person having its principal establishment at 6, rue Desjardins, Gros-Mécatina (La Tabatière), District of Mingan, Province of Québec, G0G 1T0

and

CAISSE DESJARDINS DE LA BAIE DES CHALEURS, legal person having its principal establishment at 554, boulevard Perron Est, CP 2067, Maria, District of Bonaventure, Province of Québec, G0C 1Y0

and

CAISSE POPULAIRE DESJARDINS MER ET MONTAGNES, legal person having its principal establishment at 2, Rue de Couvent, Grande-Vallée, District of Gaspé, Province of Québec, G0E1K0

and

CAISSE POPULAIRE DESJARDINS DU CENTRE-SUD GASPÉSIE, legal person ha-

ving its principal establishment at 70, Boul. René-Lévesque Est, Chandler, District de Gaspé, Province of Québec, G0C 1K0

and

CAISSE DESJARDINS DE LA POINTE DE LA GASPÉSIE, legal person having its principal establishment at 80, Rue Jacques-Cartier, Gaspé, District of Gaspé, Province of Québec, G4X 2V2

and

CAISSE POPULAIRE DESJARDINS DES RAMÉES, legal person having its principal establishment at 1278, Ch. De la Vernière, Les Îles-de-la-Madelaine (L'Étang-du-Nord), District of Gaspé, Province of Québec, G4T 3E6

and

CAISSE POPULAIRE DESJARDINS DE HÂVRE-AUX-MAISONS, legal person having its principal establishment at 38, Ch. Central, Les Îles-de-la-Madelaine, District of Gaspé, Province of Québec, G4T 5G9

and

CAISSE DESJARDINS DU LITTORAL GASPÉSIEN, legal person having its principal establishment at 73, Grande-Allée Est, Grande-Rivière, District of Gaspé, Province of Québec, G0C 1V0

and

CAISSE POPULAIRE DESJARDINS DE LA HAUTE-GASPÉSIE, legal person having its principal establishment at 10, 1^{re} avenue Est, Sainte-Anne-Des-Monts, District of Gaspé, Province of Québec, G4V 1A3

and

CAISSE POPULAIRE DESJARDINS DE RIVIÈRE-DU-LOUP, legal person having its principal establishment at 315, Boul. Armand-Thériault, Rivière-du-Loup, District of Kamouraska, Province of Québec, G5R 0C5

and

CAISSE DESJARDINS DU BIC-SAINT-FABIEN, legal person having its principal establishment at 157, Rue de Sainte-Cécile-du-Bic, Rimouski, District of Rimouski, Province of Québec, G0L 1B0

and

CAISSE DESJARDINS DE RIMOUSKI, legal person having its principal establishment at 100, Rue Julie-Réhel, Rimouski, District of Rimouski, Province of Québec, G5L 0G6

and

CAISSE DESJARDINS DE MONT-JOLI-EST DE LA MITIS, legal person having its principal establishment at 1553, Boul. Jacques-Cartier, Mont-Joli, District of Rimouski, Province of Québec, G5H 2V9

and

CAISSE DESJARDINS VALLÉE DE LA MATAPÉDIA, legal person having its principal establishment at 15, rue du Pont, Amqui, District of Rimouski, Province of Québec, G5J 0E6

and

CAISSE DESJARDINS DE VIGER ET VILLERAY, legal person having its principal establishment at 91, Rue Saint-Jean-Baptiste, CP 197, L'Isle-Verte, District of Kamouraska, Province of Québec, G0L1K0

and

CAISSE DESJARDINS DE LA MATANIE, legal person having its principal establishment at 300, Rue du Bon-Pasteur, CP 248, Matane, District of Rimouski, Province of Québec, G4W 3N2

and

CAISSE DESJARDINS DES BASQUES, legal person having its principal establishment at 80, Rue Notre-Dame Ouest, Trois-Pistoles, District

of Kamouraska, Province of Québec, G0L 4K0

and

CAISSE DESJARDINS DE LA RIVIÈRE NEIGETTE, legal person having its principal establishment at 24, Rue Principale, Saint-Anaclet-de-Lessard, District of Rimouski, Province of Québec, G0K 1H0

and

CAISSE DESJARDINS DES LACS DE TÉMISCOUATA, legal person having its principal establishment at 415, Av. Principale, Dégelis, District of Kamouraska, Province of Québec, G5T 1L4

and

CAISSE DESJARDINS TRANSCONTINENTAL-PORTAGE, legal person having its principal establishment at 1857, Rue Principale, Pohénégamook, District of Kamouraska, Province of Québec, G0L 1J0

and

CAISSE DESJARDINS DE LA RÉGION DE THETFORD, legal person having its principal establishment at 300, Boulevard Frontenac Est, Thetford Mines, District of Frontenac, Province of Québec, G6G 7M8

and

CAISSE DESJARDINS DES ETCHEMINS, legal person having its principal establishment at 223, 2^{ième} Avenue, Lac-Etchemin, District of Beauce, Province of Québec, G0R 1S0

and

CAISSE DESJARDINS DU SUD DE LA BEAUCE, legal person having its principal establishment at 2880, 25^{ième} Avenue, Saint-Proper, District of Beauce, Province of Québec, G0M 1Y0

and

CAISSE DESJARDINS DE BELLECHASSE, legal person having its principal establishment at 730, Route Bégin, Saint-Anselme, District of Beauce, Province of Québec, G0R 2N0

and

CAISSE DESJARDINS DE BEAUCE-CENTRE, legal person having its principal establishment at 825, Avenue du Palais, Saint-Joseph-de-Beauce, District of Beauce, Province of Québec, G0S 2V0

and

CAISSE DESJARDINS DE L'ANSE DE LA POCATIÈRE, legal person having its principal establishment at 308, 4^{ième} Avenue, La Pocatière, District of Kamouraska, Province of Québec, G0R 1Z0

and

CAISSE DESJARDINS DES SOMMETS DE LA BEAUCE, legal person having its principal establishment at 9, Route 271 Sud, Saint-Éphrem-de-Beauce, District of Beauce, Province of Québec, G0M 1R0

and

CAISSE DESJARDINS DE LA NOUVELLE-BEAUCE, legal person having its principal establishment at 275, Avenue Marguerite-Bourgeoys, Sainte-Marie, District of Beauce, Province of Québec, G6E 3Y9

and

CAISSE DESJARDINS DE LA MRC DE MONTMAGNY, legal person having its principal establishment at 116, Boulevard Taché Ouest, Montmagny, District of Montmagny, Province of Québec, G5V 3A5

and

CAISSE DESJARDINS DU CENTRE DE KAMOURASKA, legal person having its principal establishment at 620, Rue Taché, Saint-Pascal,

District of Kamouraska, Province of Québec,
G0L 3Y0

and

CAISSE DESJARDINS DU NORD DE L'ISLET, legal person having its principal establishment at 339, Boulevard Nilus-Leclerc, L'Islet, District of Montmagny, Province of Québec, G0R 2C0

and

CAISSE DESJARDINS DU SUD DE LA CHAUDIÈRE, legal person having its principal establishment at 10555, Boulevard Lacroix, Saint-Georges, District of Beauce, Province of Québec, G5Y 1K2

and

CAISSE DESJARDINS DES CHAMPS ET DES BOIS, legal person having its principal establishment at 487, Avenue de l'École, Saint-Alexandre-de-Kamouraska, District of Kamouraska, Province of Québec, G0L 2G0

and

CAISSE DESJARDINS DU CARREFOUR DES LACS, legal person having its principal establishment at 572, Avenue Jacques-Cartier, Disraëli, District of Frontenac, Province of Québec, G0N 1E0

and

CAISSE DESJARDINS DU SUD DE L'ISLET ET DES HAUTES-TERRES, legal person having its principal establishment at 112, Rue Principale, Saint-Pamphile, District of Montmagny, Province of Québec, G0R 3X0

and

CAISSE DESJARDINS DES CHUTES MONT-MORENCY, legal person having its principal establishment at 4, Rue Vachon, Québec, District of Québec, Province of Québec, G1C 2V2

and

CAISSE POPULAIRE DESJARDINS DE CHARLESBOURG, legal person having its principal establishment at 155, 76^e Rue Est, Québec, District of Québec, Province of Québec, G1H 1G4

and

CAISSE DESJARDINS DE BEAUPORT, legal person having its principal establishment at 799, Rue Clemenceau, Québec, District of Québec, Province of Québec, G1C 8J7

and

CAISSE DESJARDINS DE QUÉBEC, legal person having its principal establishment at 150, Rue Marie-de-l'Incarnation, Québec, District of Québec, Province of Québec, G1N 4G8

and

CAISSE DESJARDINS DU PLATEAU MONT-CALM, legal person having its principal establishment at 1351, Chemin Sainte-Foy, Québec, District of Québec, Province of Québec, G1S 2N2

and

CAISSE DESJARDINS DE LA CÔTE-DE-BEAUPRÉ, legal person having its principal establishment at 9751, Boulevard Sainte-Anne, Sainte-Anne-de-Baupré, District of Québec, Province of Québec, G0A 3C0

and

CAISSE DESJARDINS DE L'ÎLE-D'ORLÉANS, legal person having its principal establishment at 1185, Chemin Royal, Saint-Pierre-de-l'Île-d'Orléans, District of Québec, Province of Québec, G0A 4E0

and

CAISSE DESJARDINS DE LIMOILOU, legal person having its principal establishment at 800, 3^{ième} Avenue, Québec, District of Québec, Province of Québec, G1L 2W9

and

CAISSE DESJARDINS DE LA CHAUDIÈRE, legal person having its principal establishment at 103-1190B Rue de Courchevel, Lévis, District of Québec, Province of Québec, G6W 0M6

and

CAISSE DESJARDINS DE LÉVIS, legal person having its principal establishment at 995, Boulevard Alphonse-Desjardins, Lévis District of Québec, Province of Québec, G6V 0M5

and

CAISSE DESJARDINS DE L'OUEST DE PORTNEUF, legal person having its principal establishment at 1075, Boulevard Bona-Dussault, Saint-Marc-des-Carières, District of Québec, Province of Québec, G0A 4B0

and

CAISSE POPULAIRE DESJARDINS DU PIÉMONT LAURENTIEN, legal person having its principal establishment at 1638, Rue Notre-Dame, L'Ancienne-Lorette, District of Québec, Province of Québec, G2E 3B6

and

CAISSE DESJARDINS DE CAP-ROUGE-SAINT-AUGUSTIN, legal person having its principal establishment at 1111, Boulevard de la Chaudière, Québec, District of Québec, Province of Québec, G1Y 3T4

and

CAISSE POPULAIRE DESJARDINS DE LES ECUREUILS, legal person having its principal establishment at 984, Rue Notre-Dame, Donnacona, District of Québec, Province of Québec, G3M1J5

and

CAISSE POPULAIRE DESJARDINS DE SAINT-RAYMOND-SAINTE-CATHERINE, legal

person having its principal establishment at 225, Avenue Saint-Maxime, Saint-Raymond, District of Québec, Province of Québec, G3L 3W2

and

CAISSE DESJARDINS DU CENTRE DE PORTNEUF, legal person having its principal establishment at 1, Rue du Jardin, Pont-Rouge, District of Québec, Province of Québec, G3H 0H6

and

CAISSE POPULAIRE DESJARDINS DE NEUVILLE, legal person having its principal establishment at 757, Rue des Érables, Neuville, District of Québec, Province of Québec, G0A 2R0

and

CAISSE DESJARDINS DU CENTRE DE LOTBINIÈRE, legal person having its principal establishment at 140, Rue Principale, Saint-Apollinaire, District of Québec, Province of Québec, G0S 2E0

and

CAISSE DESJARDINS DE SILLERY- SAINT-LOUIS-DE-FRANCE, legal person having its principal establishment at 1444, Avenue Maguire, Québec, District of Québec, Province of Québec, G1T 1Z3

and

CAISSE DESJARDINS DES RIVIÈRES DE QUÉBEC, legal person having its principal establishment at 2287, Avenue Chauveau, Québec, District of Québec, Province of Québec, G2C 0G7

and

CAISSE DESJARDINS DE L'UNIVERSITÉ LAVAL, legal person having its principal establishment at 1506-2325, Rue de l'Université, Québec, District of Québec, Province of Québec

bec, G1V 0B3

and

CAISSE DESJARDINS DE WENDAKE, legal person having its principal establishment at 155, Rue Chef-Aimé-Romain, Wendake, District of Québec, Province of Québec, G0A 4V0

and

CAISSE DESJARDINS DE SAINTE-FOY, legal person having its principal establishment at 200-990, Avenue de Bourgogne, Québec, District of Québec, Province of Québec, G1W 0E8

and

CAISSE DESJARDINS DE CHARLEVOIX-EST, legal person having its principal establishment at 130, Rue John-Nairne, La Malbaie, District of Charlevoix, Province of Québec, G5A 1Y1

and

CAISSE DESJARDINS DU FLEUVE ET DES MONTAGNES (CHARLEVOIX), legal person having its principal establishment at 2, Rue Saint-Jean-Baptiste, Baie-Saint-Paul, District of Charlevoix, Province of Québec, G3Z1L7

and

CAISSE POPULAIRE DESJARDINS DE L'ÎLE-AUX-COUDRES, legal person having its principal establishment at 29, Chemin de la Traverse, L'Isle-aux-Coudres, District of Charlevoix, Province of Québec, G0A 3J0

and

CAISSE DESJARDINS DE CHICOUTIMI, legal person having its principal establishment at 245, Rue Racine Est, CP 8180, Chicoutimi, District of Chicoutimi, Province of Québec, G0A 3J0

and

CAISSE DESJARDINS DU DOMAINE-DU-ROY, legal person having its principal estab-

lishment at 841, Boulevard Saint-Joseph, Roberval, District of Roberval, Province of Québec, G8H 2L6

and

CAISSE DESJARDINS DE JONQUIÈRE, legal person having its principal establishment at 2358, Rue Saint-Dominique, CP 991, Jonquière, District of Chicoutimi, Province of Québec, G7X 7W8

and

CAISSE POPULAIRE DESJARDINS D'ALMA, legal person having its principal establishment at 600, Rue Collard Ouest, CP 2036, Alma, District of Alma, Province of Québec, G8B 5W1

and

CAISSE DESJARDINS DES CINQ-CANTONS, legal person having its principal establishment at 535, Rue Saint-Alphonse, Saint-Bruno, District of Alma, Province of Québec, G0W 2L0

and

CAISSE DESJARDINS DE LA BAIE, legal person having its principal establishment at 1262, 6^{ième} Avenue, Saguenay, District of Chicoutimi, Province of Québec, G7B 1R4

and

CAISSE DESJARDINS DU NORD DU LAC-SAINT-JEAN, legal person having its principal establishment at 1200, Boulevard Wallberg, Doubleau-Mistassini, District of Roberval, Province of Québec, G8L 1H1

and

CAISSE DESJARDINS D'ARVIDA KÉNOGAMI, legal person having its principal establishment at 1970, Boulevard Mellon, Jonquière, District of Chicoutimi, Province of Québec, G7S 3H1

and

CAISSE DESJARDINS DU BAS-SAGUENAY, legal person having its principal establishment at 243, Rue Saint-Jean-Baptiste, L'Anse-Saint-Jean, District of Chicoutimi, Province of Québec, G0V 1J0

and

CAISSE DESJARDINS DE LA RIVE-NORD DU SAGUENAY, legal person having its principal establishment at 2212, Rue Roussel, Chicoutimi, District of Chicoutimi, Province of Québec, G7G 1W7

and

CAISSE POPULAIRE DESJARDINS DES PLAINES BORÉALES, legal person having its principal establishment at 1032, Rue Saint-Cyrille, Normandin, District of Roberval, Province of Québec, G8M 4H5

and

CAISSE DESJARDINS DE PEKUAKAMI, legal person having its principal establishment at 1838, Rue Ouiatchouan, Mashteuiatsh, District of Roberval, Province of Québec, G0W 2H0

and

CAISSE DESJARDINS DE GENTILLY LÉVRARD-RIVIÈRE DU CHÊNE, legal person having its principal establishment at 1780, Avenue des Hirondelles, Bécancour, District of Trois-Rivières, Province of Québec, G9H 4L7

and

CAISSE DESJARDINS DES CHÊNES, legal person having its principal establishment at 242, Rue Sainte-Thérèse, Saint-Germain-de-Grantham, District of Drummond, Province of Québec, J0C 1K0

and

CAISSE DESJARDINS DE GODEFROY, legal person having its principal establishment at 4265, Boulevard Port-Royal, Bécancour, District

of Trois-Rivières, Province of Québec, G9H 1Z3

and

CAISSE DESJARDINS DE NICOLET, legal person having its principal establishment at 181, Rue Notre-Dame, Nicolet, District of Trois-Rivières, Province of Québec, J3T 1V8

and

CAISSE POPULAIRE DESJARDINS DE L'EST DE DRUMMOND, legal person having its principal establishment at 330, Rue Notre-Dame, Notre-Dame-du-Bon-Conseil, District of Drummond, Province of Québec, J0C 1A0

and

CAISSE DESJARDINS DES BOIS-FRANCS, legal person having its principal establishment at 300, Boulevard des Bois-Francis Sud, CP, 800, Victoriaville, District of Arthabaska, Province of Québec, G6P 7W7

and

CAISSE DESJARDINS DE L'ÉRABLE, legal person having its principal establishment at 1658, Rue Saint-Calixte, CP 187, Plessisville, District of Frontenac, Province of Québec, G6L 2Y7

and

CAISSE DESJARDINS DE DRUMMONDVILLE, legal person having its principal establishment at 460, Boulevard Saint-Joseph, Drummondville, District of Drummond, Province of Québec, J2C 2A8

and

CAISSE DESJARDINS DU CENTRE-DE-LA-MAURICIE, legal person having its principal establishment at 2500, 105^{ième} Avenue, Shawinigan, District of Saint-Maurice, Province of Québec, G9P 1P6

and

CAISSE DESJARDINS DE L'EST DE TROIS-RIVIÈRES, legal person having its principal establishment at 670, Boulevard Thibeau, Trois-Rivières, District of Trois-Rivières, Province of Québec, G8T 6Z8

and

LA CAISSE POPULAIRE DE MASKINO-NGÉ, legal person having its principal establishment at 62, Rue Saint-Aimé, Maskinongé, District of Trois-Rivières, Province of Québec, J0K 1N0

and

LA CAISSE POPULAIRE DE NOTRE DAME DU MONT CARMEL, legal person having its principal establishment at 3960, Rue Monseigneur-Béliveau, Notre-Dame-du-Mont-Carmel, District of Trois-Rivières, Province of Québec, G0X 3J0

and

CAISSE DESJARDINS DE TROIS-RIVIÈRES, legal person having its principal establishment at 5625, Boulevard Jean-XXIII, Trois-Rivières, District of Trois-Rivières, Province of Québec, G8Z 4B2

and

LA CAISSE POPULAIRE DE ST-ALEXIS DES MONTS, legal person having its principal establishment at 41, Rue Richard, Saint-Alexis-Des-Monts, District of Saint-Maurice, Province of Québec, J0K 1V0

and

CAISSE DESJARDINS DE MÉKINAC-DES CHENAUX, legal person having its principal establishment at 400, Rue Notre-Dame, Saint-Tite, District of Saint-Maurice, Province of Québec, G0X 3H0

and

CAISSE POPULAIRE DESJARDINS CITÉ DE SHAWINIGAN, legal person having its principal

establishment at 1560, Rue Trudel, Shawinigan, District of Saint-Maurice, Province of Québec, G9N 0A2

and

CAISSE DESJARDINS DE LA TUQUE, legal person having its principal establishment at 341, Rue Saint-Joseph, La Tuque, District of Saint-Maurice, Province of Québec, G9X 1L3

and

CAISSE DESJARDINS DE L'OUEST DE LA MAURICIE, legal person having its principal establishment at 75, Avenue Saint-Laurent, Louiseville, District of Trois-Rivières, Province of Québec, J5V 1J6

and

CAISSE DESJARDINS DE SAINT-BONIFACE, legal person having its principal establishment at 120, Rue Guillemette, Saint-Boniface, District of Saint-Maurice, Province of Québec, G0X 2L0

and

CAISSE DESJARDINS DES VERTS-SOMMETS DE L'ESTRIE, legal person having its principal establishment at 155, Rue Child, Coaticook, District of Saint-François, Province of Québec, J1A 2B4

and

CAISSE DESJARDINS DE LAC MÉGANTIC – LE GRANIT, legal person having its principal establishment at 4749, Rue Laval, Lac-Mégantic, District of Mégantic, Province of Québec, G6B 1C8

and

CAISSE DESJARDINS DU NORD DE SHERBROOKE, legal person having its principal establishment at 1845, Rue King Ouest, Sherbrooke, District of Saint-François, Province of Québec, J1J 2E4

and

CAISSE DESJARDINS DES SOURCES, legal person having its principal establishment at 535, 1^{re} Avenue, Asbestos, District of Saint-François, Province of Québec, J1T 3Y3

and

CAISSE DESJARDINS DU HAUT-SAINT-FRANÇOIS, legal person having its principal establishment at 46, Rue de l'Hôtel-de-Ville, East Angus, District of Saint-François, Province of Québec, J0B 1R0

and

CAISSE DESJARDINS DU LAC-MEMPHRÉMAGOG, legal person having its principal establishment at 230, Rue Principale Ouest, Magog, District of Saint-François, Province of Québec, J1X 2A5

and

CAISSE DESJARDINS DU VAL-SAINT-FRANÇOIS, legal person having its principal establishment at 77, Rue Saint-Georges, Windsor, District of Saint-François, Province of Québec, J1S 2K5

and

CAISSE DESJARDINS DES DEUX-RIVIÈRES DE SHERBROOKE, legal person having its principal establishment at 1261, Rue King Est, Sherbrooke, District of Saint-François, Province of Québec, J1G 1E7

and

CAISSE DESJARDINS DE BROME-MISSISQUOI, legal person having its principal establishment at 101, Rue Principale, Cowansville, District of Bedford, Province of Québec, J2K 1J3

and

CAISSE DESJARDINS DE GRANBY-HAUTE-YAMASKA, legal person having its principal establishment at 450, Rue Principale, Granby, District of Bedford, Province of Québec, J2G 2X1

and

CAISSE POPULAIRE DE WATERLOO, legal person having its principal establishment at 4990, Rue Foster, Waterloo, District of Bedford, Province of Québec, J0E 2N0

and

CAISSE POPULAIRE DESJARDINS DU BASSIN-DE-CHAMBLY, legal person having its principal establishment at 455, Boulevard Brassard, Chambly, District of Longueuil, Province of Québec, J3L 4V6

and

LA CAISSE POPULAIRE DE ST-THÉODORE D'ACTON, legal person having its principal establishment at 1698, Rue Principale, Saint-Théodore-d'Acton, District of Saint-Hyacinthe, Province of Québec, J0H 1Z0

and

CAISSE DESJARDINS DE LA RÉGION DE SAINT-HYACINTHE, legal person having its principal establishment at 1697, Rue Girouard Ouest, Saint-Hyacinthe, District of Saint-Hyacinthe, Province of Québec, J2S 2Z9

and

CAISSE DESJARDINS DE LA POMME-RAIE, legal person having its principal establishment at 200, Rue Desjardins Est, Farnham, District of Bedford, Province of Québec, J2N 1P9

and

CAISSE DESJARDINS PIERRE-DE SAUREL, legal person having its principal establishment at 385, Boulevard Polinquin, Sorel-Tracy, District of Richelieu, Province of Québec, J3P 5N6

and

CAISSE DESJARDINS D'ACTON VALE-RIVIÈRE NOIRE, legal person having its principal establishment at 1100, Rue Saint-André, Acton Vale, District of Saint-Hyacinthe, Province of Québec, J0H 1A0

and

CAISSE DESJARDINS DE LA SEIGNEURIE DE RAMEZAY, legal person having its principal establishment at 385, Rue Couture, Sainte-Hélène-de-Bagot, District of Saint-Hyacinthe, Province of Québec, J0H 1M0

and

CAISSE DESJARDINS DE ROUVILLE, legal person having its principal establishment at 1111, 3^e Rue, Richelieu, District of Saint-Hyacinthe, Province of Québec, J3L 3Z2

and

CAISSE DESJARDINS DE BELOEIL-MONT-SAINT-HILAIRE, legal person having its principal establishment at 830, Rue Laurier, Beloeil, District of Saint-Hyacinthe, Province of Québec, J3G 4K4

and

CAISSE DESJARDINS DU HAUT-RICHELIEU, legal person having its principal establishment at 730, Boulevard d'Iberville, Saint-Jean-sur-Richelieu, District of Iberville Province of Québec, J2X 3Z9

and

CAISSE DESJARDINS DE JOLIETTE ET DU CENTRE DE LANAUDIÈRE, legal person having its principal establishment at 1995, boulevard Firestone Est, Notre-Dame-des-Prairies, District of Joliette, Province of Québec, J6E 0V5

and

CAISSE POPULAIRE DESJARDINS DE ST-ROCH-DE-L'ACHIGAN, legal person having its principal establishment at 40, Rue du Docteur-Wilfrid-Locat, St-Roch-de-l'Achigan, District of Joliette, Province of Québec, J0K 3H0

and

CAISSE DESJARDINS DE LA NOUVELLE-ACADIE, legal person having its principal establishment at 4, Rue Beaudry, Saint-Jacques, District of Joliette, Province of Québec, J0K 2R0

and

CAISSE DESJARDINS DE MONTCALM ET DE LA OUAREAU, legal person having its principal establishment at 3690, Rue Queen, Rawdon, District of Joliette, Province of Québec, J0K 1S0

and

CAISSE POPULAIRE DESJARDINS LE MA-NOIR, legal person having its principal establishment at 820, Montée Masson, Mascouche, District of Joliette, Province of Québec, J7K 3B6

and

CAISSE DESJARDINS DE D'AUTRAY, legal person having its principal establishment at 701, Avenue Gilles-Villeneuve, Berthierville, District of Joliette, Province of Québec, J0K 1A0

and

CAISSE DESJARDINS DU NORD DE LA-NAUDIÈRE, legal person having its principal establishment at 20, Rue Saint-Gabriel, Saint-Gabriel-de-Brandon, District of Joliette, Province of Québec, J0K 2N0

and

CAISSE DESJARDINS DE TERREBONNE, legal person having its principal establishment at 801, Boulevard des Seigneurs, Terrebonne, District of Terrebonne, Province of Québec, J6W 1T5

and

**CAISSE DESJARDINS PIERRE-LE GAR-
DEUR**, legal person having its principal esta-
blishment at 477, Rue Notre-Dame, Repentigny,
District of Joliette, Province of Québec, J6A 2T6

and

**CAISSE DESJARDINS DES MOISSONS-ET-
DE-ROUSSILLON**, legal person having its prin-
cipal establishment at 296, Voie de Desserte de
la route 132, Saint-Constant, District of Lon-
gueuil, Province of Québec, J5A 2C9

and

**CAISSE DESJARDINS DE SALABERRY-DE-
VALLEYFIELD**, legal person having its principal
establishment at 120, Rue Alexandre, Salaber-
ry-de-Valleyfield, District of Beauharnois, Prov-
ince of Québec, J6S 3K4

and

**CAISSE POPULAIRE DESJARDINS BEAU-
HARNOIS**, legal person having its principal es-
tablishment at 555, Rue Ellice, Beauharnois,
District of Beauharnois, Province of Québec,
J6N 1X8

and

**CAISSE DESJARDINS DU MONT-SAINT-
BRUNO**, legal person having its principal estab-
lishment at 1649, Rue Montarville, Saint-Bruno-
de-Montarville, District of Longueuil, Province of
Québec, J3V 3T8

and

CAISSE DESJARDINS DES PATRIOTES, legal
person having its principal establishment at
1071, Boulevard de Montarville, Boucherville
District of Longueuil, Province of Québec, J4B
6R2

and

CAISSE DESJARDINS DE L'OUEST DE LA MONTÉRÉGIE, legal person having its principal establishment at 724, Boulevard Saint-Jean-Baptiste, Mercier, District of Beauharnois, Province of Québec, J6R 0B2

and

CAISSE DESJARDINS DE SAINT-HUBERT, legal person having its principal establishment at 2400, Boulevard Gaétan-Boucher, Longueuil, District of Longueuil, Province of Québec, J3Y 5B7

and

CAISSE DESJARDINS DE CHÂTEAU-GUAY, legal person having its principal establishment at 235, Chemin de la Haute-Rivière, Châteauguay, District of Beauharnois, Province of Québec, J6K 5B1

and

CAISSE DESJARDINS DU VIEUX-LONGUEUIL, legal person having its principal establishment at 1, Rue Saint-Charles Ouest, Longueuil, District of Longueuil, Province of Québec, J4H 1C4

and

CAISSE POPULAIRE DE LA PRAIRIE, legal person having its principal establishment at 450, Boulevard Taschereau, La Prairie, District of Longueuil, Province of Québec, J5R 1V1

and

CAISSE DESJARDINS DES SEIGNEURIES DE LA FRONTIÈRE, legal person having its principal establishment at 373, Rue Saint-Jacques, Napierville, District of Iberville, Province of Québec, J0J 1L0

and

CAISSE DESJARDINS DU HAUT-SAINT-LAURENT, legal person having its principal establishment at 4B, Rue Bridge, Ormstown, Dis-

trict of Beauharnois, Province of Québec, J0S 1K0

and

CAISSE DESJARDINS CHARLES-LEMOYNE, legal person having its principal establishment at 477, Avenue Victoria, Saint-Lambert, District of Longueuil, Province of Québec, J4P 2J1

and

CAISSE DESJARDINS DE BROSSARD, legal person having its principal establishment 8800, Boulevard Leduc, Brossard, District of Longueuil, Province of Québec, J4Y 0G4

and

CAISSE DESJARDINS PIERRE-BOUCHER, legal person having its principal establishment at 2401, Boulevard Rolland-Therrien, Longueuil, District of Longueuil, Province of Québec, J4N 1C5

and

CAISSE POPULAIRE KAHNAWAKE, legal person having its principal establishment at Kahnawake Complexe Services, River Road, CP 1987, Kahnawake, District of Longueuil, Province of Québec, J0L 1B0

and

CAISSE DESJARDINS DE LA VALLÉE DES PAYS-D'EN-HAUT, legal person having its principal establishment at 218, Rue Principale, Saint-Sauveur, District of Terrebonne, Province of Québec, J0R 1R0

and

CAISSE DESJARDINS THÉRÈSE-DE BLAINVILLE, legal person having its principal establishment at 201, Boulevard du Curé-Labelle, Sainte-Thérèse, District of Terrebonne, Province of Québec, J7E 2X6

and

CAISSE DESJARDINS DE LA RIVIÈRE-DU-NORD, legal person having its principal establishment at 100, Place du Curé-Labelle, Saint-Jérôme, District of Terrebonne, Province of Québec, J7Z 1Z6

and

CAISSE DESJARDINS DE MONT-TREMBLANT 470, Rue Charbonneau, Mont-Tremblant, District de Terrebonne, Province of Québec, J8E 3H4

and

CAISSE DESJARDINS DU COEUR DES HAUTES-LAURENTIDES, legal person having its principal establishment at 597, Boulevard Albiny-Paquette, Mont-Laurier, District of Labelle, Province of Québec, J9L 1L5

and

CAISSE DESJARDINS DU LAC DES DEUX-MONTAGNES, legal person having its principal establishment at 100, Rue Notre-Dame, Oka, District of Terrebonne, Province of Québec, J0N 1E0

and

CAISSE POPULAIRE DESJARDINS DE SAINTE-AGATHE-DES-MONTS, legal person having its principal establishment at 77, Rue Principale Est, Sainte-Agathe-des-Monts, District of Terrebonne, Province of Québec, J8C 1J5

and

CAISSE POPULAIRE DESJARDINS DE MIRABEL, legal person having its principal establishment at 8000, Rue Saint-Jacques, Mirabel, District of Terrebonne, Province of Québec, J7N 2B7

and

CAISSE DESJARDINS DE SAINT-MARTIN DE LAVAL, legal person having its principal establishment at 100, Rue Saint-Jacques, Saint-Martin-de-Laval, District of Terrebonne, Province of Québec, J7N 2B7

ishment at 2466, Boulevard Curé-Labelle, Laval, District of Laval, Province of Québec, H7T 1R1

and

CAISSE POPULAIRE DESJARDINS DE L'ENVOLEE, legal person having its principal establishment at 13845, Boulevard du Curé-Labelle, CP 1200, Mirabel, District of Terrebonne, Province of Québec, J7J 1A1

and

CAISSE DESJARDINS D'ARGENTEUIL, legal person having its principal establishment at 570, Rue Principale, Lachute, District of Terrebonne, Province of Québec, J8H 1Y7

and

CAISSE DESJARDINS DE LA ROUGE, legal person having its principal establishment at 550, Rue de l'Annonciation Nord, Rivière-Rouge, District of Labelle, Province of Québec, J0T 1T0

and

CAISSE DESJARDINS DU NORD DE LAVAL, legal person having its principal establishment at 396, Boulevard Curé-Labelle, Laval, District of Laval, Province of Québec, H7L 4T7

and

CAISSE DESJARDINS DE L'OUEST DE LAVAL, legal person having its principal establishment at 440, Autoroute Chomedey, Laval, District of Laval, Province of Québec, H7X 3S9

and

CAISSE DESJARDINS DE CHOMEDEY, legal person having its principal establishment at 3075, Boulevard Cartier Ouest, Laval, District of Laval, Province of Québec, H7V 1J4

and

CAISSE DESJARDINS DU CENTRE ET DE L'EST DE LAVAL, legal person having its principal establishment at 4433, Boulevard de la Concorde Est, Laval, District de Laval, Province of Québec, H7C 1M4

and

CAISSE DESJARDINS DE SAINT-EUSTACHE-DEUX-MONTAGNES, legal person having its principal establishment at 575, Boulevard Arthur-Sauvé, Saint-Eustache, District of Terrebonne, Province of Québec, J7P 4X5

and

CAISSE DESJARDINS DES GRANDS BOULEVARDS DE LAVAL, legal person having its principal establishment at 3111, Boulevard Saint-Martin Ouest, Laval, District of Laval, Province of Québec, H7T 0K2

and

CAISSE DESJARDINS DU SUD-OUEST DE MONTRÉAL, legal person having its principal establishment at 4545 rue Notre-Dame Ouest, Montréal, District of Montréal, Province of Québec, H4C 1S3

and

CAISSE DESJARDINS DU QUARTIER-LATIN DE MONTRÉAL, legal person having its principal establishment at 1255, Rue Berri, Montréal, District of Montréal, Province of Québec, H2L 4C6

and

CAISSE DESJARDINS DU CENTRE-NORD DE MONTRÉAL, legal person having its principal establishment at 7915, Boulevard Saint-Laurent, Montréal, District of Montréal, Province of Québec, H2R 1X2

and

CAISSE DESJARDINS DU PLATEAU-MONT-ROYAL, legal person having its principal establishment at 435, Avenue du Mont-Royal Est, Montréal, District of Montréal, Province of Québec, H2J 1W2

and

CAISSE DESJARDINS DE BORDEAUX—CARTIERVILLE—SAINT-LAURENT, legal person having its principal establishment at 145-3500 Boulevard de la Côte-Vertu, Montréal, District of Montréal, Province of Québec, H4R 1P8

and

CAISSE DESJARDINS DES VERSANTS DU MONT ROYAL, legal person having its principal establishment at 1145, Avenue Bernard, Montréal, District of Montréal, Province of Québec, H2V 1V4

and

CAISSE DESJARDINS DE NOTRE-DAME-DE-GRÂCE, legal person having its principal establishment at 3830, Boulevard Décarie, Montréal, District of Montréal, Province of Québec, H4A 3J7

and

CAISSE DESJARDINS DE L'ÎLE-DES-SOEURS—VERDUN, legal person having its principal establishment at 5035, Rue de Verdun, Verdun, District of Montréal, Province of Québec, H4G 1N5

and

CAISSE DESJARDINS DE LACHINE, legal person having its principal establishment at 910, Rue Provost, Lachine, District of Montréal, Province of Québec, H8S 1M9

and

CAISSE DESJARDINS DE VAUDREUIL - SOULANGES, legal person having its principal establishment at 1-100, Boulevard Don-

Quichotte, L'Île-Perrot, District of Beau-harnois,
Province of Québec, J7V 6L7

and

CAISSE DESJARDINS DE L'OUEST-DE-L'ÎLE, legal person having its principal establishment at 303, Boulevard Brunswick, Pointe-Claire, District of Montréal, Province of Québec, H9R 4Y2

and

CAISSE DESJARDINS DE LASALLE, legal person having its principal establishment at 7700, Boulevard Newman, Montréal, District of Montréal, Province of Québec, H8N 1X8

and

CAISSE DESJARDINS DU COMPLEXE DES-JARDINS, legal person having its principal establishment at 226-5 Complexe Desjardins, Niveau Promenade, CP 244, Succ. Desjardins, Montréal, Province of Québec, H5B 1B4

and

CAISSE DESJARDINS DE ROSEMONT – LA-PETITE-PATRIE, legal person having its principal establishment at 2597, Rue Beaubien Est, Montréal, District of Montréal, Province of Québec, H1Y 1G4

and

CAISSE DESJARDINS DU COEUR-DE-L'ÎLE, legal person having its principal establishment at 2050, Boulevard Rosemont, Montréal, District of Montréal, Province of Québec, H2G 1T1

and

CAISSE DESJARDINS DE MERCIER-EST – ANJOU, legal person having its principal establishment at 7000, Boulevard Joseph-Renaud, Anjou, District of Montréal, Province of Québec, H1K 3V5

and

CAISSE DESJARDINS DE POINTE-AUX-TREMBLES, legal person having its principal establishment at 13120, Rue Sherbrooke Est, Montréal, District of Montréal, Province of Québec, H1A3W2

and

CAISSE DESJARDINS DU CENTRE-EST DE MONTRÉAL, legal person having its principal establishment at 6955, Rue Jean-Talon Est, Montréal, District of Montréal, Province of Québec, H1S 1N2

and

CAISSE POPULAIRE DESJARDINS D'HOCHELAGA-MAISONNEUVE, legal person having its principal establishment at 3871, Rue Ontario Est, Montréal, District of Montréal, Province of Québec, H1W 1S7

and

CAISSE POPULAIRE DESJARDINS UKRAINIENNE DE MONTRÉAL, legal person having its principal establishment at 3250, Rue Beau-bien Est, Montréal, District of Montréal, Province of Québec, H1X 3C9

and

CAISSE DESJARDINS DE SAULT-AU-RÉCOLLET - MONTRÉAL-NORD, legal person having its principal establishment at 10205, Boulevard Pie IX, Montréal, District of Montréal, Province of Québec, H1H 3Z4

and

CAISSE DESJARDINS DE RIVIÈRES-DES-PRAIRIES, legal person having its principal establishment at 8300, Boulevard Maurice-Duplessis, Montréal, District of Montréal, Province of Québec, H1E 3A3

and

CAISSE POPULAIRE DESJARDINS CANADIENNE ITALIENNE, legal person having its

principal establishment at 6999, Boulevard Saint-Laurent, Montréal, District of Montréal, Province of Québec, H2S 3E1

and

CAISSE DESJARDINS DE HULL-AYLMER, legal person having its principal establishment at 250 boulevard Saint-Joseph, Gatineau, District of Gatineau, Province of Québec, J8Y 3X6

and

CAISSE DESJARDINS DES COLLINES-DE L'OUTAOUAIS, legal person having its principal establishment at 88 rue Principale Est, La Pêche, District of Gatineau, Province of Québec, J0X 2W0

and

CAISSE POPULAIRE DESJARDINS DE GATINEAU, legal person having its principal establishment at 655, Boulevard Saint-René Ouest, Gatineau, District of Gatineau, Province of Québec, J8T 8M4

and

CAISSE POPULAIRE DESJARDINS GRACE-FIELD, legal person having its principal establishment at 32, rue Principale, C.P. 99, Gracefield, District of Gatineau, Province of Québec, J0X 1W0

and

CAISSE DESJARDINS DES RIVIÈRES DE PONTIAC, legal person having its principal establishment at 175 rue Principale, CP 70, Fort-Coulonge, District of Pontiac, Province of Québec, J0X 1V0

and

CAISSE POPULAIRE DESJARDINS DE LA HAUTE-GATINEAU, legal person having its principal establishment at 100 rue Principale Sud, bureau 29, Maniwaki, District of Labelle, Province of Québec, J9E 3L4

and

CAISSE DESJARDINS DU COEUR-DES-VALLÉES, legal person having its principal establishment at 104 rue Maclaren Est, Gatineau, District of Gatineau, Province of Québec, J8L 1K1

and

CAISSE DESJARDINS DE LA PETITE-NATION, legal person having its principal establishment at 105 rue Principale, Saint-André-Avellin, District of Gatineau, Province of Québec, J0V 1W0

and

CAISSE DESJARDINS DU TÉMISCAMINGUE, legal person having its principal establishment at 51 rue Sainte-Anne, Ville-Marie, District of Témiscamingue, Province of Québec, J9V 2B6

and

CAISSE DESJARDINS DE ROUYN-NORANDA, legal person having its principal establishment at 75 avenue Québec, Rouyn-Noranda, District of Rouyn-Noranda, Province of Québec, J9X 7A2

and

CAISSE DESJARDINS DE L'EST DE L'ABITIBI, legal person having its principal establishment at 602 3^e Avenue, Val-d'Or, District of Abitibi, Province of Québec, J9P 1S5

and

CAISSE DESJARDINS DE L'ABITIBI-OUEST, legal person having its principal establishment at 66 5^e Avenue Est, La Sarre, District of Abitibi, Province of Québec, J9Z 1K9

and

CAISSE DESJARDINS D'AMOS, legal person having its principal establishment at 2 rue Principale Nord, C.P. 670, Amos, District of Abitibi,

Province of Québec, J9T 3X2

and

CAISSE DESJARDINS DE CHIBOUGA-MAU, legal person having its principal establishment at 519, 3^e Rue, Chibougamau, District of Abitibi, Province of Québec, G8P 1N8

and

CAISSE DESJARDINS EENOU EEYOU, legal person having its principal establishment at 136 Amanda, Suite 200, Mistissini, District of Abitibi, Province of Québec, G0W 1C0

and

CAISSE DESJARDINS DE L'ADMINISTRATION ET DES SERVICES PUBLICS, legal person having its head office at 1035, rue De la Chevrotière, Québec, District of Québec, Province of Québec, G1R 5X4

and

CAISSE DESJARDINS DU RÉSEAU MUNICIPAL (MONTRÉAL, LONGUEUIL, REPENTIGNY), legal person having its principal establishment at 2600 boulevard Saint-Joseph, Montréal, District of Montréal, Province of Québec, H1Y 2A4

and

CAISSE DESJARDINS DES TRANSPORTS, legal person having its principal establishment at 5705 rue Sherbrooke Est, Montréal, District of Montréal, Province of Québec, H1N 1A8

and

CAISSE DESJARDINS DES POLICIERS ET POLICIÈRES, legal person having its principal establishment at 460 rue Gilford, Montréal, District of Montréal, Province of Québec, H2J 1N3

and

CAISSE DESJARDINS HYDRO, legal person having its principal establishment at 75 boulevard René-Lévesque Ouest, Suite 57, Montréal, District of Montréal, Province of Québec, H2Z 1A3

and

CAISSE D'ÉCONOMIE DESJARDINS DU PERSONNEL MUNICIPAL (QUÉBEC), legal person having its principal establishment at 600, boulevard Pierre-Bertrand, Suite 100, Québec, District of Québec, Province of Québec, G1M 3W5

and

CAISSE DESJARDINS DES TECHNOLOGIES DE L'INFORMATION, legal person having its principal establishment at 288 rue Saint-Joseph, La Tuque, District of Saint-Maurice, Province of Québec, G9X 1K8

and

CAISSE D'ÉCONOMIE DESJARDINS DE LA MÉTALLURGIE ET DES PRODUITS FORESTIERS (SAGUENAY-LAC-SAINT-JEAN), legal person having its principal establishment at 1936 boulevard Mellon, Jonquière, District of Chicoutimi, Province of Québec, G7S 3H3

and

CAISSE DESJARDINS DES RESSOURCES NATURELLES, legal person having its principal establishment at 500 rue Arnaud, Sept-Îles, District of Mingan, Province of Québec, G4R 3B5

and

CAISSE DESJARDINS DU SECTEUR PUBLIC DE L'ESTRIE, legal person having its principal establishment at 560 rue Bowen Sud, Sherbrooke, District of Saint-François, Province of Québec, J1G 2E3

and

CAISSE DESJARDINS DES TRAVAILLEUSES ET TRAVAILLEURS UNIS, legal person having its principal establishment at 545 boulevard Crémazie Est, Suite 302, Montréal, District of Montréal, Province of Québec, H2M 2V1

and

CAISSE DESJARDINS DES MILITAIRES, legal person having its principal establishment at 190 rue Dubé, suite 109, Centre commercial Canex, Courcelette, District of Charlevoix, Province of Québec, G0A 1R1

and

CAISSE DESJARDINS PORTUGAISE, legal person having its principal establishment at 4244 boulevard Saint-Laurent, Montréal, District of Montréal, Province of Québec, H2W 1Z3

and

CAISSE DESJARDINS DU CHÂNON, legal person having its principal establishment at 315 rue MacDonald, Suite 102, Saint-Jean-sur-Richelieu, District of Iberville, Province of Québec, J3B 8J3

and

CAISSE DESJARDINS DE L'ÉDUCATION, legal person having its principal establishment at 9405 rue Sherbrooke Est, Suite 2500, Montréal, District of Montréal, Province of Québec, H1L 6P3

and

CAISSE D'ÉCONOMIE DES LITUANIENS DE MONTRÉAL "LITAS" (faisant affaires sous la dénomination Montreal Lithuanian Credit Union "Litas"), legal person having its principal establishment at 1475, rue De Sève, Montréal, District of Montréal, Province of Québec, H4E 2A8

and

CAISSE D'ÉCONOMIE DESJARDINS DES EMPLOYÉS EN TÉLÉCOMMUNICATION, legal person having its principal establishment at 1050 Côte du Beaver Hall, Suite 340, Montréal, District of Montréal, Province of Québec, H2Z 0A5

and

CAISSE DESJARDINS DE LA CULTURE, legal person having its principal establishment at 215 rue Saint-Jacques Ouest, Suite 200, Montréal, District of Montréal, Province of Québec, H2Y 1M6

and

CAISSE DESJARDINS DU SECTEUR DE L'ENSEIGNEMENT DES BASSES-LAURENTIDES, legal person having its principal establishment at 500, chemin des Anciens, Deux-Montagnes, District of Terrebonne, Province of Québec, J7R 6A7

and

CAISSE D'ÉCONOMIE SOLIDAIRE DESJARDINS, legal person having its principal establishment at 155 boulevard Charest Est, Suite 500, Québec, District of Québec, Province of Québec, G1K 3G6

and

CAISSE DESJARDINS DES EMPLOYÉS DE VILLE DE LAVAL, legal person having its principal establishment at 4210 rue Garand, Laval, District of Laval, Province of Québec, H7L 5Z6

and

CAISSE DESJARDINS DU RÉSEAU DE LA SANTÉ, legal person having its principal establishment at 2100 boulevard de Maisonneuve Est, Suite 102, Montréal, District of Montréal, Province of Québec, H2K 4S1

RESPONDENTS – Defendants

NOTICE OF APPEAL

(Article 352 C.C.P.)

Appellants

Dated August 20, 2019

1. The Appellants appeal from a judgment of the Superior Court, District of Montreal, rendered by the Honourable Chantal Corriveau (the “Judge *a Quo*”) on July 19, 2019 (the “Judgment *a Quo*”), which is attached hereto as **Schedule 1**, together with the *Avis de Jugement* dated July 29, 2019;
2. In their 2nd *Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiffs* (the “Application”), the Appellants alleged that the mortgage prepayment penalties charged by the Respondents for fixed-term mortgages in excess of three months of interest are abusive and illegal;
3. As a subsidiary cause of action, the Appellants alleged that Respondents the Canadian Imperial Bank of Commerce and CIBC Mortgages Inc. (collectively the “CIBC”) unlawfully applied a shortened amortization period when calculating the notional amount of interest payable under the Comparison Rate referred to in their agreements, thereby increasing the interest rate differential (“IRD”) used to calculate the prepayment penalty.¹ This subsidiary cause of action concerned the CIBC only;
4. The Judge *a Quo* dismissed the Appellants’ Application against all Respondents (except for the CIBC concerning the use of a shortened amortization period), finding that article 575(2) C.C.P. was not satisfied. The Judge *a Quo* concluded that the 3 other criteria of article 575 C.C.P. were met;
5. The Appellants respectfully submit that the Judge *a Quo* made palpable errors in law and in fact in her analysis of article 575(2) C.C.P. and that the class action should be authorized against all Respondents with respect to the illegality of the prepayment penalties. In particular, the Judge erred in concluding that this Court’s decision on the merits in *Banque Toronto-Dominion c. Brunelle*,² is a bar to the present class action being authorized, even though she had previously dismissed Respondent the Banque de Montréal’s application to adduce the litigious clause in *Brunelle* into evidence;³

¹ Application, para 16.1.

² 2014 QCCA 1584.

³ *Haroch c. The Toronto-Dominion Bank*, C.S.M. No. 500-06-000930-186, judgment dated April 26, 2019, at paras 4 and 23: “le Tribunal retire certains éléments de preuve présentés estimant qu’ils ne sont pas utiles”

I. Appellants' causes of action

6. The Appellants' main causes of action are straight forward: First, the Appellants alleged that the clause in their respective hypothecary loan agreements providing for mortgage prepayment penalties was never brought to their attention at the time of signing their respective contracts and that the wording of the clause and its application was incomprehensible to them;

7. As such, the Appellants alleged and argued that the Respondents engaged in unlawful and illegal conduct, notably because they contravene subsections 6(4) and 8(1) of the *Cost of Borrowing (Banks) Regulations*, (SOR/2001-101);

8. Second, the Appellants submitted that the prepayment penalty clause is illegal because it contravenes both the *Civil Code of Quebec* and the federal regulations and guidelines that Respondents undertook to comply with and admitted was binding upon them, in particular CG-4 *Information box examples for the Cost of Borrowing Regulations*, by enabling a charge of more than the difference between the interest rate charged to the Appellants and class members, on one hand, and the interest rate charged at the time of the reimbursement to other consumers similarly situated. This was effected by either: (a) falsely adding the "discount" given at the time of the loan; or (b) by subtracting the "discount" from the posted rate (at the time of the reimbursement) on the false assumption that the discount given to Appellants is identical for everyone all the time, which is simply not the case;

9. Given that the "discount" varies, the inclusion of this factor falsifies the calculation and artificially increases the loss that the Respondents were entitled to claim, contrary to the law;

10. As this portion of the prepayment clause was and is illegal, the only appropriate remedy – save for rewriting the clause – was to declare that the Respondents could only charge three months of interest and to order them to reimburse the difference;

11. The prepayment penalty clause is both incomprehensible and illegal because of the addition of the element of "discount" in said clause;

12. Additionally, Appellants argued and filed evidence confirming that some Respondents did not inform the borrowers of the discount (Caisses Desjardins) or of the calcula-

tion of the prepayment penalty at the time of reimbursement (Toronto-Dominion Bank), which was ignored by the Judge *a Quo*;

II. Facts and Proceedings

13. On or about March 2, 2015, Ms. Haroch signed a *Convention de CréditFlex Valeur domiciliaire TD avec garantie immobilière*⁴ and a *Convention de modification de la convention CréditFlex Valeur domiciliaire TD avec garantie immobilière*⁵ for a residential property situated in Ville St-Laurent. The Toronto-Dominion Bank (the “TD”) secured Ms. Haroch’s loan with a *Contrat d’hypothèque collatérale* notarized on March 11, 2015;⁶

14. Ms. Haroch’s hypothecary loan was fixed for a closed term of 5-years at a fixed interest rate of 2.79% (with a 25-year amortization period) after deduction of a “discount” of 1.95%;

15. In October of 2017, Ms. Haroch sold her property and received a Discharge/Transfer/Payout Statement prepared by TD, stating a charge of \$12,648.47 on account of “Prepayment Charge IRD”;⁷

16. The TD’s discharge statement provided to Ms. Haroch is laconic and the TD did not seek permission to adduce any other evidence;

17. There were 29 months remaining on Ms. Haroch’s term and TD’s posted rate for a 2-year fixed rate mortgage at the time of her mortgage prepayment was 3.04%.⁸ It is worth emphasizing that paragraph 99 of the Judgment *a Quo* mentions that this posted rate of 3.04% would be “*donc disponible pour d’autres consommateurs qui souscriraient un prêt avec l’argent libéré par le remboursement anticipé*”;

18. According to this passage of the Judgment *a Quo*, TD could now lend to a new customer at 3.04% (which is greater than the 2.79% it was generating from Ms. Haroch), yet the TD nonetheless charged a prepayment penalty of \$12,648.47 based on its artificially inflated calculation of the IRD, instead of \$2,247.14 based on 3-months of interest which would have sufficed to compensate for TD’s loss, if any (and which Ms. Haroch agrees is reasonable and comprehensible);

⁴ Exhibit P-28.

⁵ Exhibit P-29 (see page 2 for clause in dispute).

⁶ Exhibit P-30.

⁷ Exhibit P-32.

⁸ Exhibit P-34.

19. The penalty was calculated on the false assumption that: (i) the TD gave an identical discount of 1.95% to all its clients both in March 2015 (when the loan was contracted) and in October 2017 (when the loan was reimbursed), even though interest rates decreased; and (ii) that in late 2017 the TD supposedly issued mortgages to all of its clients at an interest rate of 1.09% (that is 3.04% minus 1.95%), which is impossible;

20. Moreover, the evidence in the record demonstrated that had Ms. Haroch had her mortgage with Defendants First National Financial LP or Tangerine Bank and prepaid at the same time, she would have been charged a prepayment penalty of \$2,247.14 (i.e. more than 500% less than what TD and the other Respondents charge);⁹

21. Mr. Brook entered into his hypothecary loan agreement with the CIBC at some point between June 15 and June 22, 2015.¹⁰ The Deed of Hypothecary Loan was notarized on June 22, 2015;¹¹

22. Mr. Brook's hypothecary loan was fixed for a closed term of 5-years at a fixed interest rate of 2.79% (with a 30-year amortization period) after a "discount" of 2.00%;

23. Following the death of his spouse, Mr. Brook sold his property and received a Payout/Discharge Statement dated April 18, 2018, prepared by the CIBC, stating that it will charge Mr. Brook a prepayment charge based on its artificially inflated calculation resulting in an IRD of \$29,340.36;¹²

24. The CIBC's Discharge Statement indicates that the Comparison Mortgage Rate is 3.24%, which according to the Judge *a Quo*, is the rate that is available for other customers to borrow from the CIBC with the funds released by Mr. Brook's prepayment;

25. In calculating the prepayment penalty, the CIBC added the "discount" to the initial rate, which gave 4.79% and subtracted the posted rate at the time of the reimbursement (3.24%), for a difference of 1.55%. Again, this calculation falsely assumes that in April 2018: (i) the CIBC granted an identical discount of 2.00% to all similarly situated borrowers; and (ii) that the CIBC was issuing mortgages at an interest rate of 1.24% (that is 3.24% minus the "constant discount" of 2.00%), which is simply not possible;

26. Had Mr. Brook had his mortgage with Defendants First National Financial LP or Tangerine Bank and prepaid at the same time as he did, he would have been charged a

⁹ See Affidavit of First National Financial LP; Discontinuance signed by Tangerine Bank and First National.

¹⁰ Exhibit P-36 (see pages 6-7 for the clause in dispute).

¹¹ Exhibit P-35.

¹² Exhibit P-37.

prepayment penalty of \$5,788.69 (i.e. more than 500% less than the CIBC and the other Respondents charge);¹³

27. On May 31, 2018, the Appellants filed their original Application, which was amended several times until the final version of April 23, 2019;

28. Their Application is supported by 48 exhibits filed in first instance. For the most part, the facts giving rise to their causes of action are not contested. The hearing in first instance lasted three days (June 26-28, 2019);

29. The only Respondents who filed affidavits in the record are the Fédération des caisses Desjardins du Québec (the “Fédération Desjardins”) and the Royal Bank of Canada (only one paragraph was authorized). There was therefore no evidence in the record to support the lawyers’ statement that the “discount” did not vary in time;

30. Neither of the Appellants were examined. The Appellants examined a representative of Respondent Fédération Desjardins and a representative of Defendant First National Financial LP;

31. Following submissions made by counsel for Defendants First National Financial LP and Tangerine Bank during the authorization hearing, the Appellants informed the Judge *a Quo* that they would file a discontinuance against these Defendants, which the Judge *a Quo* accepted and which was signed by the parties in the days following the hearing;

III. Errors of law

A. The Judge *a Quo* erred in concluding that the prepayment penalty clauses are legal

32. The evidence in the record proved that some of the Respondents’ competitors such as MCAP, as well as Defendants First National Financial LP and Tangerine Bank, would have charged both Appellants a penalty based on three months of interest, which is equivalent to more than 500% less than what the Respondents charged them. However, the Judge *a Quo* dismissed this comparison as insufficient to demonstrate even the possibility of abuse;¹⁴

33. It is respectfully submitted that by ignoring what some of the other top mortgage lenders in Canada¹⁵ would have charged the Appellants (and therefore all other class

¹³ See Affidavit of First National Financial LP; Discontinuance signed by Tangerine Bank and First National.

¹⁴ Schedule 1, para 102.

¹⁵ Exhibit P-40 lists First National Financial LP and Tangerine Bank as top lenders in Canada.

members similarly situated), the Judge *a Quo* did not apply the teachings of this Court in *Sibiga*.¹⁶ Had she done so, the Judge *a Quo* would have found that the Appellants' presented a tenable cause of action of abuse and allowed the merits stage to arise;

34. The reason why these other mortgage lenders would have only charged three months of interest is because they do not add the element of "discount" in their mortgage contracts or prepayment calculations and therefore comply with the provincial and federal laws concerning prepayment penalties;

35. Moreover, the prepayment penalty clause is illegal because it allows the Respondents to be compensated for more than their losses (if any), which is triggered when interest rates decrease between the date of the loan and the date of reimbursement, and which is the only penalty that the federal regulations and guidelines allows the Respondents to charge. As mentioned above, this overcharge is done through the artificial inclusion of a so-called "discount" that artificially and falsely creates or inflates a loss;

36. On this point, it is important to note that none of the Respondents filed any evidence demonstrating that the discount is the same to all borrowers all the time and the Judge *a Quo* made a reviewable mistake by accepting this proposition (for example paragraph 61). Again, it is inconceivable that the Respondents were lending between 1.09% and 1.24%. Actually, none of the Respondents attorneys went so far as to affirm that this was the case;

37. While this issue was not specifically addressed in the Appellants' proceeding, it was, however, argued by all parties and discussed with the Judge *a Quo* at the hearing and indeed the Respondents addressed it before the Appellants did. This goes further than the principle that the authorization judge should "*read between the lines*" of the Application and Exhibits filed in support thereof, since the Judge *a Quo* and the Respondents' lawyers addressed this question at length during the hearing;

38. Lastly, at paragraphs 61 and 62 the Judge *a Quo* identifies three different rates that all of the Respondents use in calculating the IRD: **(i)** *taux contractuel convenu* (contractual rate); **(ii)** *l'escompte* (discount); and **(iii)** *taux affiché* (posted rate). In Mr. Brook's case, these rates were the following:

¹⁶ *Sibiga c. Fido Solutions inc.*, 2016 QCCA 1299, paras 24 and 79-82.

(i) **Contractual rate:** 2.79% (Exhibit P-35, at section 2.1)

(ii) **Discount:** 2.00% (Exhibit P-36)

(iii) **Posted rate:** 3.24% (Exhibit P-37)

39. Based on the data above, since the posted rate (3.24%) is greater than the contractual rate (2.79%) it is impossible to conclude that the CIBC suffered a loss in the form of a 1.55% interest rate differential, unless one is to accept the fantastic and unproven assumption that the CIBC also gave the same discount of 2.00% in April 2018 to all of its borrowers and that the CIBC was actually issuing mortgages at 1.24% interest at that time;

B. The Judge a Quo erred in concluding that the prepayment clause is comprehensible

40. It is admitted that without putting in the concept of “discounts”, the prepayment penalty clauses could not be contested and would be considered as comprehensible, one of the reasons being that it is provided for in CG-4;

41. By introducing the concept of “discounts”, the Respondents complicated the clause to an extent that it could not be understood by a reasonable person (i.e. the comprehension of the *credulous and inexperienced consumer* as defined by the Supreme Court in *Richard v. Time Inc.*, 2012 SCC 8) and that they added an element into the equation that is not provided for in CG-4;

42. As such, the clause is incomprehensible within the meaning of article 1436 C.C.Q. and is not made in language and presented in a manner that is clear and simple as required under subsection 6(4) of the *Cost of Borrowing (Banks) Regulations*, (SOR/2001-101);

43. Some elements that prove that the clause cannot be understood by a reasonable person are: (i) that both of Mr. Brook’s sons are practicing lawyers and did not understand the clause;¹⁷ and (ii) the representative of the Fédération Desjardins testified that he did not understand certain elements of the calculation required in order to calculate the penalty provided for in the clause;¹⁸

¹⁷ *Application*, para 81.

¹⁸ Examination of Oliver Nadeau on May 17, 2019, p. 70-71.

44. Also, it is difficult to consider a clause as clear and comprehensible when it takes a three-day hearing to analyze it and its meaning is still in debate before the Court of Appeal. It is respectfully submitted that the Judge *a Quo* misinterpreted it;

45. The *Brunelle* case considered a different clause as comprehensible, which did not include the concept of a “discount” and therefore cannot be compared to this case. This Court was never asked to analyze article 1436 C.C.Q., nor was the IRD calculation part of the *ratio* in *Brunelle* because both Plaintiffs had paid a penalty of three-months interest (which Mr. Brook and Ms. Haroch agree to pay in the present case). Moreover, in *Brunelle* this Court reversed the judgment on the *merits* of a class action, not its authorization contrary to what is indicated at paragraph 56 of the Judgment *a Quo*;

46. What is more is that the Judge *a Quo* even confirms that the clause in the present case is different than the clause in *Brunelle* because of the incorporation of language referring to “discounts”.¹⁹ Since the clause is different, it follows that *Brunelle* could not determine the outcome of the present case – even less so at this stage;

47. Lastly, an *obiter* by this Court in *Brunelle* does not have force of *res judicata* concerning an entirely separate issue. Indeed, both Plaintiffs in *Brunelle* were charged 3-months of interest and the IRD issue was not in dispute. They also both had experience with prepaying hypothecary loans, which is not the case in the present class action (Mr. Brook is a butcher and Ms. Haroch managed a daycare until she recently retired). The *ratio* in *Brunelle* is that a prepayment penalty of 3-months interest is legal, which is precisely what the Appellants ask this Court to authorize in the conclusions of their Application;

C. The Judge *a Quo* erred in ignoring the Caisses Desjardins contracts and the TD Discharge Statement

48. The Appellants filed Exhibit P-46 in support of their Application, which was provided to them by a putative class member. This exhibit contains the mortgage prepayment penalty calculation charged by Respondent *Caisse Desjardins de l'Administration et des Services publics* and the contract which provides this Respondent (and all the caisses Desjardins that use the same prepayment penalty clause) with the right to charge a mortgage prepayment penalty;

¹⁹ Schedule 1, para 95.

49. Section 7.2 b) ii) of this contract provides the following:

- ii) le taux d'intérêt recommandé à ce moment par la Fédération des caisses Desjardins du Québec à ses caisses affiliées pour un prêt hypothécaire résidentiel à taux fixe fermé, dont le terme se rapproche le plus de la durée restante du terme actuel. On peut obtenir ce taux d'intérêt (ci-après appelé « le taux de comparaison ») sur le site Internet du Mouvement Desjardins ou en s'adressant à une caisse Desjardins. **Si le membre a obtenu une réduction de taux d'intérêt dont il a été informé par écrit lorsque le prêt a été accordé, le taux de comparaison est réduit d'un pourcentage égal à la réduction de taux obtenue.**

[our emphasis in bold].

50. Section 3 of this contract provides that the interest rate is 2.489% and makes no mention of a discount. As such, the *Caisse Desjardins de l'Administration et des Services publics* had no legal right to reduce the "taux de comparaison" and should have never charged a penalty based IRD. The calculation based on the contract should have been the contractual rate (2.489%) minus the posted rate (4.30%) which equals a negative, therefore no IRD and only 3-months interest could be claimed. This is yet another example of the Respondents using the "discount" to artificially create a higher prepayment penalty for their financial gain;

51. Lastly, Ms. Haroch's Discharge/Transfer/Payout Statement (Exhibit P-32), created and provided to her by TD, fails to mention basic information of how the TD imposes the "Prepayment Charge IRD" of \$12,648.47. For instance, the TD fails to mention the posted rate, the period of time remaining and the comparable mortgage rate used. Not only is the TD's prepayment clause unclear at the time of contracting the mortgage, but the discharge documentation it provides to its customers lacks fundamental information for any reasonable person to be able to comprehend it.

IV. Conclusions

52. For these reasons, may it please the Court to:

- I. **ALLOW** the appeal;
- II. **SET ASIDE** the judgment in first instance;
- III. **GRANT** the Appellants' *2nd Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiffs* according to its conclusions;

- IV. **REFER** the file to the Chief Justice of the Superior Court to determine the district in which the class action should be brought and to designate the judge who will manage the case;
- V. **CONDEMN** the Respondents to pay the Appellants the legal costs in first instance and on appeal.

This Notice of Appeal has been notified to (i) THE TORONTO-DOMINION BANK, Me Kristian Brabander (McCARTHY TÉTRAULT LLP), (ii) CANADIAN IMPERIAL BANK OF COMMERCE, (iii) CIBC MORTGAGES INC., Me François Giroux (McCARTHY TÉTRAULT LLP), (iv) BANQUE DE MONTRÉAL, Me Guy Pratte (BORDEN LADNER GERVAIS LLP), (v) ROYAL BANK OF CANADA, Me Ronald Audette (GOWLING WLG CANADA), (vi) THE BANK OF NOVA SCOTIA, Me Alexander De Zordo (BORDEN LADNER GERVAIS LLP), (vii) LAURENTIAN BANK OF CANADA, Me Ariane Bisailon (BLAKE, CASSELS & GRAYDON), (viii) FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, Me Sébastien Caron (LCM AVOCATS), (ix) NATIONAL BANK OF CANADA, Me Sean Griffin (LANGLOIS AVOCATS), (x) HSBC BANK OF CANADA, Me Éric Préfontaine (OSLER, HOSKIN & HARCOURT), (xi) the 227 “Caisses Desjardins” indicated in the header pursuant to the judgment rendered by this Court on August 19, 2019, Me Sébastien Caron (LCM AVOCATS) and to the Office of the Superior Court of Quebec, District of Montreal.

This August 20, 2019 in Montreal

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Appellants – Applicants

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CANADA

COURT OF APPEAL

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

S.C.M. No.: 500-06-000930-186

C.A. No.:

KATY HAROCH, [REDACTED]
[REDACTED]

and

AVRAHAM BROOK, [REDACTED]
[REDACTED]

APPELLANTS – Applicants

v.

THE TORONTO-DOMINION BANK, legal person having its principal establishment at 1350 René-Levesque boulevard West, 6th Floor, district of Montreal, Province of Quebec, H3G 1T4

ET ALS.

RESPONDENTS – Defendants

LIST OF SCHEDULES IN SUPPORT OF NOTICE OF APPEAL

APPELLANTS

August 20, 2019

SCHEDULE 1: Notice of Judgment dated July 29, 2019 and Judgment by the Honourable Chantal Corriveau of the Superior Court, District of Montreal, rendered July 19, 2019.

This August 20, 2019 in Montreal

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Me Joey Zukran

Attorney for the Appellants – Applicants

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COURT OF APPEAL OF QUEBEC
DISTRICT OF MONTREAL

Within 10 days after notification, the respondent, the intervenors and the impleaded parties must file a representation statement giving the name and contact information of the lawyer representing them or, if they are not represented, a statement indicating as much. If an application for leave to appeal is attached to the notice of appeal, the intervenors and the impleaded parties are only required to file such a statement within 10 days after the judgment granting leave or after the date the judge takes note of the filing of the notice of appeal. (Article 358, para. 2 C.C.P.).

The parties shall notify their proceedings (including briefs and memoranda) to the appellant and to the other parties who have filed a representation statement by counsel (or a non-representation statement). (Article 25, para. 1 of the Civil Practice Regulation)

If a party fails to file a representation statement by counsel (or non-representation statement), it shall be precluded from filing any other pleading in the file. The appeal shall be conducted in the absence of such party. The Clerk is not obliged to notify any notice to such party. If the statement is filed after the expiry of the time limit, the Clerk may accept the filing subject to conditions that the Clerk may determine.

(Article 30 of the Civil Practice Regulation)

KATY HAROCH
and
AVRAHAM BROOK

APPELLANTS – Applicants

THE TORONTO-DOMINION BANK
ET ALS.

RESPONDENTS – Defendants

NOTICE OF APPEAL
(Article 352 C.C.P.)

Appellants
August 20, 2019

COPY

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