

CANADA

(Class Action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001081-203

STEVE HOLCMAN

Applicant

-vs.-

**RESTAURANT BRANDS INTERNATIONAL
INC.**
and
**RESTAURANT BRANDS INTERNATIONAL
LIMITED PARTNERSHIP**
and
THE TDL GROUP CORP.

Defendants

APPLICATION BY THE APPLICANT FOR:

- (A) PERMISSION TO AMEND THE APPLICATION FOR AUTHORIZATION
(B) AUTHORIZATION OF THE CLASS ACTION FOR SETTLEMENT PURPOSES;
(C) APPROVAL THE CLASS NOTICE; AND
(D) APPROVAL THE NOTICE PLAN;**

[THE “PRE-APPROVAL APPLICATION”]

(Arts. 206, 207, 574, 575, 576, 579, 580, 581, 585, 590, and 591 C.C.P.
and arts. 63, 65, and 69 R.P.C.S.)

TO THE HONOURABLE MR. JUSTICE MARTIN SHEEHAN, JUDGE OF THE SUPERIOR COURT, DISTRICT OF MONTREAL, DESIGNATED AS CASE-MANAGEMENT JUDGE OF THE PRESENT MATTER, YOUR APPLICANT STATES AS FOLLOWS:

A. INTRODUCTION AND BACKGROUND

1. On June 30, 2020, the Applicant filed an *Application to Authorize the Bringing of a Class Action & to Appoint the Status of Representative Plaintiff* pursuant to article 574 C.C.P. and following (the “Application for Authorization”), against the Defendants, as appears from the Court file;
2. The proposed class was defined as the following:

- All Quebec residents who downloaded the Tim Hortons mobile application;
3. The Application for Authorization alleges, *inter alia*, that the Defendants unlawfully collected geolocation data from Canadian Resident users of the Tim Hortons application (the “App”) between April 1, 2019 and September 30, 2020, which the Applicant alleges constituted a breach of such users’ privacy rights under applicable privacy legislation and was contrary to Tim Hortons’ representations with respect to the collection of geolocation data;
 4. The Defendants strongly deny all allegations of wrongdoing, fault, liability, or damage of any kind to the Applicant or the Class, and denies that it acted improperly or wrongfully in any way;
 5. On May 19, 2022, the Applicant notified and filed his *Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* (the “Amended Application for Authorization”), as it appears from the Court record;
 6. On May 19, 2022, a national out-of-court settlement was executed between the Parties to the present matter (the “Settlement Agreement”), as appears from a copy of said Settlement Agreement, produced herein as **Exhibit R-1**;
 7. The Settlement Agreement applies to persons who are members of the following Class (see Title II, Definitions “Group” of the Settlement Agreement):

“All Canadian Resident users of the Tim Hortons® application with registered accounts in Canada whose geolocation information was collected by any of the Defendants between April 1, 2019 and September 30, 2020.”
 8. The Applicant and the Defendants have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Honourable Court;
 9. The Applicant and the Defendants hereby respectfully ask this Honourable Court, *inter alia*, to:
 - a) Permit the Amended Application for Authorization;
 - b) Authorize the bringing of a class action against the Defendants for settlement purposes only;
 - c) Approve the Notice of Hearing to Approve the Transaction, as well as, the Short Form Notice of Hearing to Approve the Transaction, copies of which are filed in support of the present Application in English and in French as **Exhibit R-2** and **Exhibit R-3**, respectively;
 - d) Approve the notice plan for the dissemination and publication of the Notice of Hearing to Approve the Transaction, as well as, the Short Form Notice of Hearing to Approve the Transaction as outlined herein (the “Notice Plan”);

- e) Set the date for the Hearing to Approve the Transaction;
 - f) Set the Exclusion Period as thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction;
 - g) Set the Objection deadline as at least ten (10) Days before the Hearing to Approve the Transaction;
10. Substantially similar allegations were made in three other proposed class actions based on similar or identical facts which have been filed in some common law provinces, namely in the following Court files (the “Other Class Actions”):
- (a) *Ashley Sitko and Ashley Cadeau v. Restaurant Brands International Inc.* (Ontario SCJ No. CV-20-00643263-00CP) (no statement of claim issued);
 - (b) *William Jung v. Restaurant Brands International Inc. et al.* (Ontario SCJ No. CV-20-00648562-00CP);
 - (c) *Wai Lam Jacky Law v. Restaurant Brands International Inc. et al.* (British Columbia Supreme Court No. VLC-S-S-207985);
11. The Parties have agreed that the Other Class Actions will be dismissed or permanently stayed, with prejudice as against all Defendants identified in each of the Other Class Actions, following the Court’s orders authorizing a national class for settlement purposes and approving the proposed national settlement (Exhibit R-1);

B. AUTHORIZATION OF THE CLASS ACTION FOR SETTLEMENT PURPOSES

12. The Applicant respectfully asks that this Honorable Court authorize the bringing of a class action and to appoint himself as Representative Plaintiff of the Group;
13. The Defendants are consenting to the authorization of the present case as a class proceeding for the purposes of settlement only, which consent shall be withdrawn should the Settlement Agreement not be approved by this Honourable Court¹;
14. When the Defendants consent to the authorization of a class action for settlement purposes, the analysis of the criteria set forth at article 575 C.C.P. must still be met, but is flexible, and takes into account the fact of the settlement²;
15. The Amended Application for Authorization dated May 26, 2022, and the Exhibits in support thereof, provide ample reasons to grant the present Application;

¹ *Communication Méga-Sat inc. c. LG Philips LCD Co. Ltd.*, 2013 QCCS 5592; *Lavoie c. Régie de l’assurance maladie du Québec*, 2013 QCCS 866; *Option Consommateurs c. Infineon Technologies, a.g.*, 2012 QCCS 6405; *9085-4886 Québec inc. c. Visa Canada Corporation*, 2014 QCCS 6701.

² *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534.

16. The principal questions of fact and law as appears in the Amended Application for Authorization dated May 26, 2022 are common to all Group Members and would have advanced the litigation in a significant way. The common issues are (see para. 36 of the Amended Application for Authorization):
- A. Did the Defendants violate the privacy rights of Class Members who downloaded the Tim Hortons mobile application?
 - B. Did the Defendants engage in unfair, false, misleading, or deceptive acts or practices by collecting, recording, or using Class Members' geolocation information?
 - C. Did the Defendants falsely or misleadingly state that "the app uses your location only while you have the app open"?
 - D. Did the Defendants violate of any of the agreed-upon terms and conditions of a binding contract entered into with Class Members?
 - E. Did the Defendants, without authorization, intentionally or negligently invaded the private concerns of Class Members, in a manner that is offensive to a reasonable person, and to which caused mental anguish or suffering?
 - F. Did the Defendants use Class Members' confidential information for a purpose other than that for which the information was disclosed to them without authorization?
 - G. Did the Defendants, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, knowingly or recklessly make a representation to the public that is false or misleading in a material respect?
 - H. Did the Defendants violate Class Members' privacy rights gross negligently, intentionally, recklessly, or wantonly?
 - I. Are any of the Defendants vicariously liable to Class Members through any act, omission, or fault of its affiliates, related entities, subsidiaries, mandataries, agents, contractors, representatives, partners, insurers, reinsurers, shareholders, employees, officers, directors, professionals, staff, predecessors, successors and assigns?
 - J. Should an award of aggregate damages be made, and if so, in what amount?
 - K. If any of the damages should be awarded or liquidated individually, how should such amount be determined?

- L. Are the Defendants liable to pay nominal or symbolic damages to Class Members, and if so, in what amount?
 - M. Are the Defendants liable to pay punitive or exemplary damages to the Class Members, and if so, in what amount?
17. However, the Parties have agreed to authorize the present class action on the basis of a single Common Issue (to which all of the proposed principal questions of fact and law are subsumed therein) for the purposes of settlement as (see Title II, Definitions “Common Issue” of the Settlement Agreement):
- “Common Issue” means, for the purposes of settlement only, “Did the Defendants’ alleged conduct constitute a breach of the Group Members’ privacy rights under any applicable privacy legislation and, if so, what is the appropriate remedy?”;
18. The facts alleged (which are disputed by the Defendants and have not been proven in court) appear to justify the conclusions sought, and are based on the following causes of action, namely (see para. 33 of the Amended Application for Authorization):
- a) *Civil Code of Québec*, CQLR c CCQ-1991, including articles 3, 35 and following, and 1457 (Quebec);
 - b) *Charter of Human Rights and Freedoms*, CQLR c C-12, including articles 5 and 49 (Quebec);
 - c) *Consumer Protection Act*, CQLR c P-40.1, including articles 40, 41 and 219, 228, 253, and 272 (Quebec);
 - d) *An Act respecting the Protection of Personal and Private Information in the Private Sector*, CQLR c P-39.1, including articles 5, 10, and 14 (Quebec);
 - e) *Consumer Protection Act*, 2002, SO 2022, c 30, Sch A, including sections 8, 11, 14-15, and 17-18 (Ontario);
 - f) *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31, including sections 38, 39, 41, 42, and 61 (Ontario);
 - g) *Privacy Act*, RSBC 1996, c 373, including section 1 (British Columbia);
 - h) *Business Practices and Consumer Protection Act*, SBC 2004, c 2, including sections 4, 5, and 7-10, 171-172 (British Columbia);
 - i) *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c 165 (British Columbia);

- j) *Consumer Protection Act*, RSA 2000, c C-26.3, including sections 5-9, 13, and 142.1 (Alberta);
- k) *Personal and Private Information Protection Act*, SA 2003, c P-6.5 (Alberta);
- l) *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, as amended (Alberta);
- m) *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, including sections 5-9, 16, 18-23, 26, 36, and 93 (Saskatchewan);
- n) *The Privacy Act*, RSS 1978, c P-24, including section 2 (Saskatchewan);
- o) *The Freedom of Information and Protection of Privacy Act*, SS 1990-91, c F-22.01 (Saskatchewan);
- p) *The Business Practices Act*, CCSM, c B120, including sections 2-9 and 23 (Manitoba);
- q) *The Privacy Act*, CCSM c P125, including section 2 (Manitoba);
- r) *The Freedom of Information and Protection of Privacy Act*, CCSM c F175 (Manitoba);
- s) *Consumer Product Warranty and Liability Act*, SNB 1978, c 18.1, including sections 4, 13, 15, and 23 (New Brunswick);
- t) *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6 (New Brunswick);
- u) *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, including sections 7-10 and *Trade Practices Act*, RSNL 1990, c T-7, including sections 5-7 and 14 (Newfoundland and Labrador);
- v) *Privacy Act*, RSNL 1990, c P-22, including section 3 (Newfoundland and Labrador);
- w) *Access to Information and Protection of Privacy Act*, 2015, SNL 2015, c A-1.2, as amended (Newfoundland and Labrador);
- x) *Consumer Protection Act*, RSNS 1989, c 92, including sections 26-29 (Nova Scotia);
- y) *Freedom of Information and Protection of Privacy Act*, SNS 1993, c 5 (Nova Scotia);
- z) *Business Practices Act*, RSPEI 1988, c B-7, including sections 2-4 (Prince Edward Island);

- aa) *Freedom of Information and Protection of Privacy Act*, RSPEI 1988, c F-15.01 (Prince Edward Island);
- bb) *Consumers Protection Act*, RSY 2002, c 40, including sections 58 and 86 (Yukon);
- cc) *Access to Information and Protection of Privacy Act*, RSY 2002, c 1 (Yukon);
- dd) *Consumer Protection Act*, RSNWT 1988, c C-17, including sections 70-71 (Northwest Territories);
- ee) *Access to Information and Protection of Privacy Act*, SNWT 1994, c 20 (Northwest Territories);
- ff) *Consumer Protection Act*, RSNWT (Nu) 1988, c C-17, including sections 70-71 (Nunavut);
- gg) *Access to Information and Protection of Privacy Act*, SNWT (Nu) 1994, c 20 (Nunavut);
- hh) *Competition Act*, RSC 1985, c C-34, including sections 36 and 52 (Canada);
- ii) *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, including sections 5 and following and Schedule 1 (Canada);
- jj) *Digital Privacy Act*, S.C. 2015 (Canada);
- kk) Tort of intrusion upon seclusion;
- ll) Breach of privacy;
- mm) Breach of confidence;
- nn) Breach of contract;
- oo) Violation of Privacy Policy;
- pp) Vicarious liability;
- qq) Trouble, inconvenience, and lost time;
- rr) Stress and anxiety;
- ss) Identity theft protection;
- tt) Waiver of torts;

- uu) Unjust enrichment;
- vv) Constructive trust;
- ww) Restitution;
- xx) Disgorgement;

19. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others for consolidation of proceedings because:

- a) Potential Class Members, of which there are many, are dispersed across the country;
- b) Given the costs and risks inherent in instituting an action before the courts, people could hesitate to institute individual actions against the Defendants;
- c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and would place an unjustifiable burden on the court system;

20. The Applicant is an adequate representative for the reasons alleged at paragraphs 43 to 46 of the Amended Authorization Application:

C. CLASS NOTICE

21. The Settlement Agreement provides the following Notice Plan as it relates to the Notice of Hearing to Approve the Transaction (see Title V, Section 14):

- (a) the Defendants shall cause the Short Form Notice of Hearing to Approve the Transaction to be sent by email to Eligible Members to their last email address on file, the whole at Defendants' cost, along with a link to the Designated Webpage through which the Notice of Hearing to Approve the Transaction will be made accessible until the expiry of the Exclusion Period;
- (b) creation by Class Counsel of a webpage on Class Counsel's websites containing an electronic version of the Transaction and the Notice of Hearing to Approve the Transaction, the whole at the expense of Class Counsel;

22. The Notice of Hearing to Approve the Transaction indicates, in particular, the following [see Title V, Section 13 of the Settlement Agreement]:

- (a) The existence of the Class Action and the definition of the Group;

- (b) The fact that the Transaction has taken place and will be submitted to the Court for approval, specifying the date, time and place of the Hearing to Approve the Transaction;
- (c) The nature of the Transaction, the method of execution chosen and the procedure to be followed by Members to be eligible for reparation;
- (d) The right of the Group Members to be heard before the Court in regard to the Transaction and that they may make representations before the Court regarding the Transaction;
- (e) The existence of the Right of Exclusion and the Exclusion Procedure;
- (f) The fact that the Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction will be the only notices that the Group Members will receive in regard to the Transaction;
- (g) That a Class Member has the right to intervene in the present Class Action in the manner provided by law and that no Class Member other than the Plaintiff or an intervenor may be required to pay legal cost arising from the Class Action;
- (h) The existence of the Other Class Actions and their procedural status;

PAR CES MOTIFS, PLAISE AU TRIBUNAL : **FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

ACCUEILLIR la présente Demande; **GRANT** the present Application;

PERMETTRE la *Demande modifiée d'autorisation d'exercer une collective et pour être attribuer le statut de représentant* datée du 26 mai 2022; **PERMIT** the *Amended Application to Authorize the Bringing of a Class Action and to Appoint the status of Representative Plaintiff* dated May 26, 2022;

ORDONNER que pour l'application du présent Jugement, les définitions énoncées à la Transaction s'appliquent et y sont incorporées par renvoi; **ORDER** that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, shall apply and are incorporated by reference;

DÉCLARE qu'en cas de conflit entre le présent Jugement et la Transaction, ce Jugement prévaudra; **DECLARE** that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;

AUTORISER l'exercice d'une action collective contre les Défenderesses pour les fins d'un règlement seulement;

AUTHORIZE the bringing of a class action against the Defendants for the purposes of the settlement only;

ATTRIBUER le Requérent le statut de représentant du groupe ci-après décrit :

APPOINT the Applicant the status of representative of the class herein described as:

« Toutes Résidents au Canada utilisateurs de l'application Tim Hortons® avec des comptes enregistrés au Canada dont les informations de géolocalisation ont été collectées par l'un des Défendeurs entre le 1er avril 2019 et le 30 septembre 2020 »;

“All Canadian Resident users of the Tim Hortons® application with registered accounts in Canada whose geolocation information was collected by any of the Defendants between April 1, 2019 and September 30, 2020”;

FIXER l'audition de la Demande d'approbation de la Transaction (l'« Audience pour approuver la Transaction ») qui aura lieu à une heure et à une date à déterminer;

SET the hearing of the Application for Approval of the Transaction (“Hearing to Approve the Transaction”) to be held at a time and on a date to be determined;

ORDONNER que la date et l'heure de l'Audience pour approuver la Transaction soient indiquées dans l'Avis d'audience pour approuver la Transaction, mais qu'elles puissent être ajournées par ce Cour sans autre publication d'un avis aux Membres du Groupe autrement qu'en affichant une nouvelle date et heure pour cette audience sur le site Web des Avocats du groupe;

ORDER that the date and time of the Hearing to Approve the Transaction shall be set forth in the Notice of Hearing to Approve the Transaction, but may be subject to adjournment by this Court without further publication of any notice to Class Members other than by posting any new date and time for that hearing on Class Counsel's website;

APPROUVER la forme et le contenu de l'Avis d'audience pour l'approbation de la Transaction, ainsi que, l'Avis d'audience abrégé pour l'approbation de la Transaction (dans leurs versions française et anglaise) essentiellement en conformité avec les avis communiqués comme Pièces R-2 et R-3;

APPROVE the form and content of the Notice of Hearing to Approve the Transaction, as well as, the Short Form Notice of Hearing to Approve the Transaction (both French and English versions) substantially in conformity with the notices communicated as Exhibits R-2 and R-3;

ORDONNER que l'Avis d'audience pour l'approbation de la Transaction, ainsi que, l'Avis d'audience abrégé pour l'approbation

ORDER that the Notice of Hearing to Approve the Transaction, as well as, the Short Form Notice of Hearing to Approve the

de la Transaction soient diffusés et publiés conformément au Plan de notification;

Transaction be disseminated and published in accordance with the Notice Plan;

ORDONNER que les frais du Plan de notification seront payés suivant les termes de la Transaction;

ORDER that the costs of the Notice Plan will be paid for in accordance with the Settlement Agreement;

ORDONNER que les Membres du Groupe peuvent s'exclure de l'action collective en envoyant une demande écrite d'Exclusion aux Avocats du Groupe ou au Greffe de la Cour supérieure du Québec à l'adresse suivante :

ORDER that Class Members may opt out of the class action by sending a written Request for Exclusion to either Class Counsel or the Clerk of the Superior Court of Québec at the following address:

Greffe de la Cour supérieure du Québec
Division des action collectives
Palais de justice de Montréal
1, rue Notre-Dame Est
Bureau 1.120
Montréal, Québec, H2Y 1B6
N° de dossier : 500-06-001081-203

Clerk of the Superior Court of Québec
Class Action Division
Montreal Courthouse
1 Notre-Dame Street East
Room 1.120
Montreal, Québec, H2Y 1B6
File No.: 500-06-001081-203

La demande d'Exclusion doit contenir les informations spécifiées dans l'Avis d'audience pour l'approbation de la Transaction. Les demandes écrites d'Exclusion doivent être reçues ou postées, le cachet de la poste faisant foi, au plus tard trente (30) Jours après la publication de l'Avis d'audience pour l'approbation de la Transaction;

The request to opt out must contain the information specified in the Notice of Hearing to Approve the Transaction. Written requests to opt out must be received or postmarked, if mailed, no later than thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction;

DÉCLARER que tous les Membres du Groupe qui n'ont pas demandé leur exclusion sont liés par tout jugement à rendre sur l'action collective de la manière prévue par la loi;

DECLARE that all Class Members that have not requested their exclusion be bound by any judgment to be rendered on the class action in the manner provided for by law;

ORDONNER que chaque Membre du Groupe qui souhaite s'exclure de l'action collective :

ORDER that that each Class Member who wishes to opt out of the class action:

a) ne sera pas lié par la Transaction;

a) will not be bound by the Settlement Agreement;

- b) n'aura pas le droit de recevoir une part des bénéfices payables en rapport avec celle-ci; et b) will not be entitled to receive any share of benefits payable in connection with same; and
- c) cessera d'être un Membre du Groupe; c) will cease to be a Class Member;

DÉCLARER que les Membres du Groupe peuvent s'opposer à la Transaction en informant par écrit les Avocats du Groupe de leur objection au moins dix (10) Jours avant l'Audience pour approuver la Transaction. Toutes les objections doivent contenir les informations spécifiées dans l'Avis d'audience pour l'approbation de la Transaction;

DECLARE that the Class Members may object to the Settlement Agreement by inform Class Counsel in writing of their Objection at least ten (10) Days before the Hearing to Approve the Transaction. All objections must contain the information specified in the Notice of Hearing to Approve the Transaction;

LE TOUT sans frais de justice.

THE WHOLE without legal costs, unless contested.

Montreal, May 26, 2022

Montreal, May 26, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.
Co-Counsel for Applicant
Me Joey Zukran

(s) Consumer Law Group Inc.

CONSUMER LAW GROUP INC.
Co-Counsel for Applicant
Me Jeff Orenstein

NOTICE OF PRESENTATION

TO: Me Pierre-Paul Daunais
ppdaunais@stikeman.com
Me Jean-François Forget
jfforget@stikeman.com
Me Frédéric Paré
fpare@stikeman.com

STIKEMAN ELLIOTT S.E.N.C.R.L./s.r.l.
1155 boul. René-Lévesque Ouest
41^e étage
Montréal (Québec) H3B 3V2

Attorneys for the Defendants

TAKE NOTICE that the present Application will be presentable for adjudication before the Honourable Mr. Justice Martin Sheehan, Judge of the Superior Court of Quebec, at **9h15 A.M. on May 27, 2022** at the Palais de Justice in Montreal, located at 1 Notre Dame East, in Quebec, Canada, H2Y 1B6 by way of telephone conference.

Montreal, May 26, 2022

Montreal, May 26, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Co-Counsel for Applicant
Me Joey Zukran

(s) Consumer Law Group Inc.

CONSUMER LAW GROUP INC.

Co-Counsel for Applicant
Me Jeff Orenstein

500-06-001081-203

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

STEVE HOLCMAN
v.
Applicant

RESTAURANT BRANDS INTERNATIONAL INC.
RESTAURANT BRANDS INTERNATIONAL LP
THE TDL GROUP CORP.
Defendants

APPLICATION BY THE APPLICANT FOR:
(A) PERMISSION TO AMEND THE APPLICATION FOR AUTHORIZATION
(B) AUTHORIZATION OF THE CLASS ACTION FOR SETTLEMENT PURPOSES;
(C) APPROVAL THE CLASS NOTICE;
(D) APPROVAL THE NOTICE PLAN; AND
[THE "PRE-APPROVAL APPLICATION"]
(ARTS. 206, 207, 574, 575, 576, 579, 580, 581, 585, 590, AND 591 C.C.P.
AND ARTS. 63, 65, AND 69 R.P.C.S.)

ORIGINAL

Me Joey Zukran
LPC AVOCAT INC.
Avocats • Attorneys
276, rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Téléphone: (514) 379-1572 • Télécopieur: (514) 221-4441
Email: izukran@ipclex.com

BL 6059 N/D : JZ-217
