

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-000987-194

SUPERIOR COURT
(Class Action Chambers)

DANIELLE DALLAIRE, residing and
domiciled at [REDACTED]
[REDACTED]

Applicant

v.

INOAC CORPORATION, legal person,
having its principal place of business at
Chubu Gomu Kaikan Bldg 2-13-4 Meiki-
minami, Nakamura-ku, Nagoya-shi, Aichi
4500003

and

INOAC USA, INC., legal person, having its
principal place of business at 1515 Equity
Drive, Suite 200, Troy, MI 48084

and

INOAC INTERIOR SYSTEMS LLC, legal
person, having its principal place of business
at 22670 Haggerty Road, Suite 150,
Farmington Hills, MI 48335

and

INOAC INTERIOR SYSTEMS LP, legal
person, having its principal place of business
at 575 James Street South, St. Mary's,
Ontario N4X 1B9

and

SPRINGFIELD INTERIOR TRIM, LLC, legal
person, having its principal place of business
at 70 East Industry Drive, Springfield, KY
40069

and

BLENHEIM INTERIOR TRIM, L.L.P., legal
person, having its principal place of business
at 140 Cathcart Street, Blenheim, Ontario
N0P 1A0

and

CALSONIC KANSEI CORPORATION, legal person, having its principal place of business at 2-1917 Nisshin-cho, Kita-ku, Saitama-shi, Saitama 3310823 Japan

and

CALSONIC KANSEI NORTH AMERICA, INC., legal person, having its principal place of business at 1 Calsonic Way, Shelbyville, TN, 37160-2031

and

TOYODA GOSEI CO., LTD., legal person, having its principal place of business at 1 Haruhinagahata, Kiyosu, Aichi 452-8564, Japon

and

TOYODA GOSEI NORTH AMERICA CORPORATION, legal person, having its principal place of business at 30600 Telegraph Road, Ste 2345, Bingham Farms, MI, 48025

and

TG MISSOURI CORPORATION, legal person, having its principal place of business at 2200 Plattin Rd, Perryville, MO 63775

and

TG MINTO CORPORATION, legal person, having its principal place of business at 300 Toronto Street, Palmerston, ON NOG 2P0

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO OBTAIN
THE STATUS OF REPRESENTATIVE
(Art 574 C.C.P. and following)**

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN THE
CLASS ACTION CHAMBERS IN THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES
AS FOLLOWS:**

I. GENERAL PRESENTATION

1. The Applicant wishes to bring a class action on behalf of the Class hereinafter described, of which she herself is a member, namely:

"All direct and indirect purchasers in Quebec who purchased or leased motor vehicles containing Plastic Interior Trim or who purchased Plastic Interior Trim, from June 2004 to September 2012 (the "**Class Period**")."*

*Motor vehicle is defined as: cars, sport utility vehicles (SUVs), vans, light trucks (weighing up to 10,000 lbs).

A. Overview

2. Beginning at least as early as June 2004 until at least September 2012, or such other time as the anti-competitive effects of the Defendants' conduct ceased (the **Class Period**), the Defendants (as described in paragraphs 8 through 27 below) conspired with various corporations, persons, partnerships, firms and/or individuals not named in this lawsuit, the identities of which are not presently known, to 1) fix, maintain, increase or control the price for the supply of Plastic Interior Trim (as defined in paragraph 36 below), 2) to allocate sales, territories, customers or markets for the production or supply of Plastic Interior Trim, 3) to fix, maintain, control, prevent, lessen or eliminate the production or supply of Plastic Interior Trim, and/or 4) to rig bids for Plastic Interior Trim (collectively the **Conspiracy**, as further defined in paragraphs 45 through 50 below).
3. The Conspiracy was targeted at automobile original equipment manufacturers (**OEMs**) who purchased Plastic Interior Trim directly from the Defendants or one of them and component manufacturers (**Tier I Manufacturers**), who purchased Plastic Interior Trim directly from the Defendants or one of them before selling the Plastic Interior Trim to OEMs.
4. As a consequence of the Defendants' collusive conduct, the Defendants and their co-conspirators eliminated or reduced competition in the Plastic Interior Trim industry. Through their conduct, the Defendants effectuated an overcharge for Plastic Interior Trim purchased by OEMs and Tier I Manufacturers.
5. OEMs and Tier I Manufacturers passed their increased costs for the purchase of Plastic Interior Trim on to indirect purchasers of Plastic Interior Trim, including but not limited to indirect purchasers in Quebec, who purchased or leased vehicles containing Plastic Interior Trim and Plastic Interior Trim for replacement parts.
6. The Defendants' Conspiracy had the effect of overcharging both direct and indirect purchasers of Plastic Interior Trim, and direct and indirect purchasers of Plastic Interior Trim suffered losses as a consequence of the Defendants' unlawful conduct.
7. Through this suit, Quebec direct and indirect purchasers of Plastic Interior Trim seek to hold the Defendants accountable for their unlawful Conspiracy.

B. The Parties

INOAC Defendants

8. The Defendant INOAC Corporation ("**INOAC**") is a Japanese corporation with its principal place of business in Nagoya, Aichi Prefecture, Japan. During the Class Period, the Defendant INOAC, directly and/or through its predecessors, subsidiaries and affiliates, which it wholly owned and/or controlled, manufactured, marketed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period.
9. The Defendant INOAC USA, Inc. ("**INOAC USA**") is an American corporation with its principal place of business in Troy, Michigan, USA. INOAC USA is a subsidiary of and wholly owned and controlled by its parent, INOAC. INOAC USA manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, INOAC USA's activities were under the control and direction of its Japanese parent.
10. INOAC Interior Systems LLC ("**INOAC Interior**") is an American limited liability company with its principal place of business in Farmington Hills, Michigan, USA. INOAC Interior is a subsidiary of and wholly owned and controlled by its parent, INOAC. INOAC USA manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, INOAC Interior's activities were under the control and direction of its Japanese parent.
11. Springfield Interior Trim, LLC ("**Springfield**") is an American limited liability company with its principal place of business in Springfield, Kentucky, USA. Springfield is a subsidiary of and wholly owned and controlled by its parent, INOAC. Springfield manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, Springfield's activities were under the control and direction of its Japanese parent.
12. INOAC Interior Systems LP ("**INOAC Canada**") is a Canadian limited partnership with its principal place of business in St. Mary's, Ontario, as appears from the Limited Partnerships Report, disclosed as **Exhibit P-1**. INOAC Canada manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, INOAC Canada's activities were under the control and direction of INOAC.
13. Blenheim Interior Trim, L.L.P. ("**Blenheim**") is a Canadian limited liability partnership with its principal place of business in Blenheim, Ontario, as appears from the Limited Partnerships Report, disclosed as **Exhibit P-2**. Blenheim manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, Blenheim's activities were under the control and direction of INOAC.
14. The Defendant companies named in paragraphs 8 through 13 of this application are collectively referred to as the "**INOAC Defendants**". Each of the INOAC Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of Plastic Interior Trim.

15. At all material times, the INOAC Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Plastic Interior Trim industry. The business of each of the INOAC Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Calsonic Defendants

16. Calsonic Kansei Corporation ("**Calsonic**") is a Japanese corporation with its principal place of business in Saitama, Japan. During the Class Period, the Defendant Calsonic, directly and/or through its predecessors, subsidiaries and affiliates, which it wholly owned and/or controlled, manufactured, marketed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period.
17. Calsonic Kansei North America, Inc. ("**Kansei**") is an American corporation with its principal place of business in Shelbyville, Tennessee, USA. Kansei is a subsidiary of and wholly owned and controlled by its parent, Calsonic. Kansei manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, Kansei's activities were under the control and direction of its Japanese parent.
18. The Defendant companies named in paragraphs 16 and 17 of this application are collectively referred to as the "**Calsonic Defendants**". Each Calsonic Defendant was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of Plastic Interior Trim.
19. At all material times, the Calsonic Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Plastic Interior Trim industry. The business of each Calsonic Defendant is inextricably interwoven with the other, and they operate collectively for their mutual benefit and profit.

Toyoda Gosei Defendants

20. The Defendant, Toyoda Gosei Co., Ltd. ("**Toyoda Gosei**"), is a Japanese corporation with its principal place of business in Aichi, Japan. During the Class Period, the Defendant Toyoda Gosei, directly and/or through its predecessors, subsidiaries and affiliates, which it wholly owned and/or controlled, manufactured, marketed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period.
21. The Defendant, Toyoda Gosei North America Corporation ("**Toyoda North America**") is a company incorporated in Michigan with its principal place of business in Troy, Michigan, USA. Toyoda North America is a subsidiary of Toyoda Gosei. Toyoda North America is a subsidiary of and wholly owned and controlled by its parent, Toyoda Gosei. Toyoda North America manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, Toyoda North America's activities were under the control and direction of its Japanese parent.
22. The Defendant, TG Missouri Corporation ("**TG Missouri**") is an American corporation with its principal place of business in Perryville, Missouri, USA. TG Missouri is a subsidiary of and owned and controlled by its parent, Toyoda Gosei. TG Missouri manufactured,

marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, TG Missouri's activities were under the control and direction of its Japanese parent.

23. The Defendant, TG Minto Corporation ("**TG Minto**") is a Canadian company registered extra-provincially in Ontario, as appears from the Federal Corporation Information, disclosed as **Exhibit P-3**. TG Minto has its principal place of business in Palmerston, Ontario. TG Minto is a subsidiary of and owned and controlled by its parent, Toyoda Gosei. TG Minto manufactured, marketed, distributed and/or sold Plastic Interior Trim that was sold and purchased throughout Canada, including in Quebec, during the Class Period. At all times during the Class Period, TG Minto's activities were under the control and direction of its Japanese parent.
24. The Defendant companies named in paragraphs 20 through 23 of this application are collectively referred to as the "**Toyoda Defendants**". Each of the Toyoda Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of Plastic Interior Trim.
25. At all material times, the Toyoda Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Plastic Interior Trim industry. The business of each of the Toyoda Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.
26. Other corporations, persons, partnerships, firms and/or individuals not named in this application, because their identities are currently unknown to the Applicant, participated as co-conspirators in the Conspiracy and performed acts and made statements and agreements in furtherance of the Conspiracy. The co-conspirators were all persons whom it is reasonable to believe would have, in the absence of the Conspiracy, been likely to have competed with the Defendants with respect to Plastic Interior Trim. Reference by the Applicant to the Defendants in this application includes reference to their co-conspirators as well.
27. Whenever reference is made in this application to any act, communication, agreement or transaction of a corporation, the Applicant is alleging that the corporation engaged in the act, communication, agreement or transaction by or through its directors, officers, employees and/or agents while they were actively engaged in the direction, management and/or control of the corporation's business.
28. The Applicant, Danielle Dallaire, is a resident of Quebec who purchased a motor vehicle equipped with the Defendants' Plastic Interior Trim during the Class Period, in April 2009.

C. The Plastic Interior Trim Market and Governmental Investigations

The Plastic Interior Trim is Generally Conducive to a Price-Fixing Conspiracy

29. The structure and other characteristics of the automotive parts market and sub-markets in Canada and elsewhere are conducive to price-fixing arrangements, and have made collusion particularly attractive. Specifically, with respect to each component part in the automotive parts market, including the Plastic Interior Trim market, there are (1) high barriers to entry, and (2) inelasticity of demand.

30. A new entrant into the Plastic Interior Trim market would face a costly and lengthy start-up, including multi-million-dollar costs associated with manufacturing plants and equipment, energy, transportation, distribution infrastructure and long-standing customer relationships.
31. A collusive arrangement that raises product prices above competitive levels would, under basic economic principles, attract new entrants seeking to benefit from the supra-competitive pricing. But, where there are significant barriers to entry, new entrants are less likely. Thus, barriers to entry help to facilitate the formation and maintenance of cartels.
32. Demand is said to be "inelastic" if an increase in the price of a product results in only a small decline in the quantity sold of that product, if any. In other words, customers have nowhere to turn for alternative, cheaper products of similar quality, and so continue to purchase the product despite a price increase. Inelastic demand is a market characteristic that facilitates collusion, allowing producers to raise their prices without triggering customer substitution and lost sales revenue.
33. Demand for Plastic Interior Trim is highly inelastic because there are no close substitutes for these products. In addition, customers must purchase these components as an essential part of a vehicle, even if the prices are kept at supra-competitive levels.

Investigation and Guilty Pleas – Canada and the United States

34. A press release from the Competition Bureau Canada indicates that the Bureau's investigation of international bid-rigging conspiracies among car parts suppliers resulted in 13 guilty pleas and over \$86 million in fines imposed by the courts in Canada, as appears from a copy of said press release dated October 19, 2018 which followed a similar press release dated February 14, 2018, disclosed *en liasse* as **Exhibit P-4**.
35. On January 22, 2016, the United States Department of Justice announced that INOAC had agreed to plead guilty to a one-count Information filed in the United States District Court for the Eastern District of Kentucky. The Information charged INOAC with participating in a conspiracy to suppress and eliminate competition by agreeing to allocate sales, rig bids and fix the prices of Plastic Interior Trim sold to Toyota in the United States and elsewhere from at least as early as June 2004 until at least September 2012, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1, as appears from the case summary in *U.S. v. INOAC Corp.*, indictment and plea agreement, disclosed *en liasse* as **Exhibit P-5**. As a term of that guilty plea, INOAC agreed to pay a \$2.35 million criminal fine for its role in the conspiracy, as appears from a press release from the United States Department of Justice also disclosed *en liasse* as **Exhibit P-5** and the Competition Bureau Canada's press release, **Exhibit P-4**.

D. Plastic Interior Trim and the Conspiracy

Plastic Interior Trim

36. "Plastic Interior Trim" consists of molded trim parts made from plastics, polymers, elastomers and/or resins manufactured and/or sold for installation in automobile interiors, including without limitation: console boxes, assist grips, registers, center cluster panels, glove boxes and glove box doors, meter cluster hoods, switch hole covers and lower panel covers and boxes. Plastic Interior Trim is recognized by major companies in the automotive industry – including the Defendants – as an integral part of an automobile's interior. When reference is made herein to Plastic Interior Trim this includes components and/or parts thereof.

37. Plastic Interior Trim is installed by OEMs in vehicles as part of the automotive manufacturing process.
38. Before ordering Plastic Interior Trim, OEMs and, in some circumstances, Tier I Manufacturers, request pricing from automotive part suppliers through requests for quotation (“RFQs”).
39. Once a supplier is awarded a contract to supply parts for a particular automobile model, the supplier typically supplies the parts for the lifespan of the model.
40. In response to RFQs for Plastic Interior Trim, the Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Defendants and their co-conspirators were awarded certain supply contracts.
41. Pursuant to these supply contracts, the Defendants and their co-conspirators manufactured Plastic Interior Trim in Canada, the United States, Japan and elsewhere and then supplied the Plastic Interior Trim to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, including in Quebec, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, including in Quebec, and/or 6) as replacement parts.
42. The affected OEMs included, but were not limited to: Toyota Motor Corporation and certain of its subsidiaries, affiliates and suppliers in Canada, the United States, Japan and elsewhere (“Toyota”); Ford Motor Company and certain of its subsidiaries, affiliates and suppliers in Canada, the United States and elsewhere; Honda Motor Co., Ltd. and certain of its subsidiaries, affiliates and suppliers in Canada, the United States, Japan and elsewhere; General Motors Company and certain of its subsidiaries, affiliates and suppliers in Canada, the United States and elsewhere; Bayerische Motoren Werke AG and certain of its subsidiaries, affiliates and suppliers in Canada, the United States, Germany and elsewhere; Suzuki Motor Corporation and certain of its subsidiaries, affiliates and suppliers in Canada, the United States, Japan and elsewhere; and Mazda Motor Corporation and certain of its subsidiaries, affiliates and suppliers in Canada, the United States, Japan and elsewhere.
43. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Defendants and their co-conspirators are currently unknown to the Applicant.
44. The sale of Plastic Interior Trim – and the Conspiracy which led to its artificially inflated prices – resulted in substantial revenues for the Defendants and their co-conspirators. The revenues of these companies were increased as a consequence of the Conspiracy.

The Conspiracy

45. The Defendants voluntarily colluded as between themselves and with their co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of Plastic Interior Trim.
46. Beginning at least as early as June 2004 and continuing until at least September 2012, or such other time as the anti-competitive effects of the Defendants’ conduct ceased, the exact dates being unknown to the Applicant, the Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and

concert(s) of action to 1) increase or maintain the prices of Plastic Interior Trim, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Plastic Interior Trim (collectively the "**Agreement**"), and to conceal their Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

47. The substantial terms of the Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

48. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of Plastic Interior Trim.

49. Bid-rigging, with respect to the Conspiracy, means:

- a. an agreement or arrangement between or among the Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
- b. the submission, in response to a call or request for bids or tenders, of bids or tenders that were arrived at by the agreement or arrangement between or among the Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Plastic Interior Trim at or before the time when any bid or tender was submitted or withdrawn by the Defendants and/or their co-conspirators.

50. For the purpose of carrying out the Conspiracy, the Defendants and their co-conspirators engaged in conduct that included, among other things:

- a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
- b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Plastic Interior Trim;
- c. agreeing, during those meetings, conversations and communications on bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;
- d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price for the supply of Plastic Interior Trim sold to

- OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
- e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - g. in order to effectuate the Agreement, exchanging information on: 1) bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - h. in accordance with the Agreement, submitting bids and price quotations to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;
 - i. in accordance with the Agreement, fixing, maintaining, increasing and/or controlling the price for the supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - j. in accordance with the Agreement, allocating among the co-conspirators certain sales, territories, customers and/or markets for the production or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - k. in accordance with the Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
 - l. selling Plastic Interior Trim to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;
 - m. accepting payment for Plastic Interior Trim sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Defendants and their co-conspirators;
 - n. engaging in conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid rigging and price fixing scheme; and
 - o. employing measures to keep their conduct secret.

E. Damages

- 51. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Applicant and Class members paid artificially inflated prices for Plastic Interior Trim during the Class Period and have thereby suffered damages.
- 52. The Defendants' price-fixing Conspiracy had the following effects, among others:
 - a. price competition has been restrained or eliminated with respect to Plastic Interior Trim;

- b. the prices of Plastic Interior Trim have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- c. direct and indirect purchasers of Plastic Interior Trim in Canada, including in the province of Quebec, the United States, Japan and elsewhere have been deprived of free and open competition; and
- d. direct and indirect purchasers of Plastic Interior Trim in Canada, including in the province of Quebec, the United States, Japan and elsewhere paid artificially inflated prices for the Plastic Interior Trim.

F. The Defendants' Liability

- 53. The Defendants' conduct and that of their co-conspirators was contrary to Part VI of the *Competition Act*.
- 54. Each of the Defendants aided, abetted and/or counselled the other Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*. Each of the Defendants and their co-conspirators therefore violated sections 21 and 22 of the *Criminal Code*.
- 55. The conduct of the Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.
- 56. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, beginning at least as early as June 2004 and continuing through at least September 2012, or such other time as the anti-competitive effects of the Defendants' conduct ceased, the exact dates being unknown to the Applicant, the Defendants, wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.
- 57. The purpose of the conspiratorial conduct of the Defendants and their co-conspirators was to increase, fix, rig, maintain, control or stabilize the price of Plastic Interior Trim. As a direct and foreseeable result of the Conspiracy, the prices of 1) Plastic Interior Trim, and 2) motor vehicles containing Plastic Interior Trim were artificially inflated.
- 58. The conduct of the Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Defendants realized as a consequence of artificially inflating the prices of Plastic Interior Trim are ill-gotten profits.
- 59. Pursuant to section 36 of the *Competition Act*, the Applicant and Class members are entitled to recover from the Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.
- 60. Furthermore, the Defendants failed to comply with their obligations under the *Civil Code of Quebec* such as, and without limiting the generality of the foregoing, those relating to their good faith obligation and duty not to cause injury to another.

61. The Defendants intended to cause damage to the Applicant and Class members. Alternatively, the Defendants knew or ought to have known that their actions would cause damage the Applicant and Class members.
62. The Defendants' anticompetitive and unlawful conduct, including their participation in the Conspiracy, was concealed and conducted in such a way as to prevent its discovery by the Applicant and the Class members.
63. Moreover, a reasonable person placed in the same circumstances would not have seen fit to investigate the legitimacy of the prices of the Defendants' Plastic Interior Trim.
64. Each Defendant is jointly and severally liable for the actions of the other Defendant and their co-conspirators and for the damages allocated to each Defendant.

Punitive Damages

65. A punitive damage award in this case is necessary to express society's condemnation of the conduct engaged in by the Defendants and to achieve the goals of both specific and general deterrence.
66. The Defendants intentionally engaged in unlawful conduct for their personal financial gain. The conduct of the Defendants was planned and deliberate. It lasted for several years. The Defendants profited from their misconduct. Their conduct was high-handed and represented a marked departure from ordinary standards of decent behavior.
67. Compensatory damages are insufficient in this case. The conduct of the Defendants merits punishment and warrants a claim for punitive damages.

Unjust Enrichment

68. Three criteria are required to establish unjust enrichment: 1) an enrichment, 2) a corresponding deprivation, and 3) the absence of any juristic reason for the enrichment.
69. In this case, the Defendants were enriched by the artificially inflated prices of Plastic Interior Trim caused by the Conspiracy. These artificially inflated prices resulted in increased revenues for the Defendants.
70. The Applicant and Class members suffered a corresponding deprivation as a consequence of the inflated prices of Plastic Interior Trim, namely: paying more for Plastic Interior Trim and vehicles containing Plastic Interior Trim than they would have in the absence of the Conspiracy.
71. There was no juristic reason or justification for the enrichment of the Defendants; conversely, the conduct of the Defendants was unlawful.

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

72. The facts giving rise to an individual claim by the Applicant against the Defendants are as follows:

- a. during the Class Period, the Applicant, Danielle Dallaire, purchased a 2010 Honda Insight, as shown in the April 22, 2009 contract of purchase, disclosed as **Exhibit P-6**;
- b. in light of the Defendants' anticompetitive and unlawful conduct, the Applicant was deprived of free and open competition and, as a result, paid an artificially inflated price for the motor vehicle equipped with Plastic Interior Trim which she purchased;
- c. the Applicant suffered damages as a result of the Defendants' anticompetitive and unlawful actions, namely the difference between the artificially inflated price paid for the motor vehicle she purchased equipped with Plastic Interior Trim and the price she would have normally paid in a market where free and open competition prevails;
- d. the Defendants' anticompetitive and unlawful actions were camouflaged and were not brought to the attention of the Applicant;
- e. the Applicant did not and could not know that the Defendants were involved in anticompetitive and unlawful conduct and breaching their obligations.

73. The Applicant's damages are a direct result of the Defendants' conduct.

74. Thus, the Applicant is justified in claiming damages from the Defendants.

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS

75. The facts giving rise to the individual claims by each of the members of the Class against the Defendants are as follows:

- a. every member of the Class has purchased Plastic Interior Trim and/or purchased or leased a motor vehicle equipped with Plastic Interior Trim;
- b. in light of the Defendants' anticompetitive and unlawful conduct, every member of the Class was deprived of transactions in a free and open market and, as a result, paid an artificially inflated price for the purchase of Plastic Interior Trim and/or for the purchase or rental of motor vehicles equipped with these components;
- c. every member of the Class suffered damages equal to the difference between the artificially inflated price paid for Plastic Interior Trim and/or motor vehicles equipped with these components that they purchased or leased, and the price they should have normally paid in a market where free and open competition prevails;
- d. the Defendants' anticompetitive and unlawful actions were camouflaged and were not brought to the attention of the Class members;
- e. the Class members did not and could not know that the Defendants were involved in anticompetitive and unlawful conduct and breaching their obligations;
- f. every member of the class suffered damages as a direct result of the Defendants' anticompetitive and unlawful conduct;
- g. thus, each Class member is justified in claiming damages suffered as a result of the Defendants' anticompetitive and unlawful conduct.

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

76. The composition of the Class makes it difficult or impractical to apply the rules relating to the mandate to sue or be sued on behalf of others or for consolidation of proceedings, having regard to Article 575 (3) of the *Civil Code of Procedure*, in that:
- a. the number of people in the Class is estimated at several million, given the sales figures of the Defendants and the widespread use of the products described herein;
 - b. Class members are numerous and scattered across the entire province;
 - c. the names and addresses of the persons who are part of the Class are unknown to the Applicant;
 - d. all the facts alleged in the foregoing paragraphs demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them together into one action;
 - e. in these circumstances, a class action is the only appropriate procedure and the only viable means for all of the members of the Class to effectively pursue their respective legal rights and gain access to justice.
77. The claims of the members of the Class raise identical, similar or related issues of law or fact.
78. Individual issues, if any, pale by comparison to the numerous common issues that are significant to the outcome of the litigation.
79. The damages sustained by the Class members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants' misconduct.
80. The questions of fact or of law that concern the members of the Class Action and the Applicant are listed in the following paragraphs and are identical, similar or related for each:
- a. Have the Defendants conspired and/or entered into an agreement or arrangement that had the effect of unduly restricting competition in the sale of Plastic Interior Trim and/or artificially increasing the price of Plastic Interior Trim and, if so, during what period did this conspiracy and bid rigging have an effect on the Applicant and the Class members?
 - b. Does the participation of the Defendants in the conspiracy and bid rigging constitute a fault for which they are jointly and severally liable towards the Applicant and the Class members?
 - c. Did the conspiracy and bid rigging result in an increase in the price paid by the Applicant and Class members in Quebec for the purchase of Plastic Interior Trim and/or the purchase and/or rental of motor vehicles equipped with Plastic Interior Trim and, if so, does this increase constitute a damage to the Applicant and to each of the members of the Class?
 - d. What is the total amount of damages suffered by the Applicant and the Class members?
 - e. Are the Defendants liable to pay punitive damages and if so, in what amount?
 - f. Are the Applicant and Class members justified in claiming the reimbursement of the costs incurred in the present matter, namely the costs of investigation, the extrajudicial fees and disbursements of attorneys for the Applicant?
 - g. Were the Defendants unjustly enriched and if so, should the Defendants disgorge their profits?

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

81. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages;

82. The conclusions that the Applicant wishes to introduce by way of an application to institute proceedings are:

- **GRANT** the class action of the Applicant; and each of the members of the Class;
- **CONDEMN** the Defendants, jointly and severally, to pay compensatory damages valued at \$ 50,000,000 to be adjusted, and **ORDER** collective recovery of those sums;
- **CONDEMN** the Defendants, jointly and severally, to pay punitive damages valued at \$ 5,000,000 to be adjusted, and **ORDER** collective recovery of those sums;
- **CONDEMN** the Defendants, jointly and severally, to pay the costs incurred for any investigation necessary to establish their liability in this case, including the extrajudicial fees and disbursements of attorneys for the Applicant;
- **CONDEMN** the Defendants, jointly and severally, to pay interest at the legal rate plus the additional indemnity provided for in article 1619 of the *Civil Code of Quebec* on the above sums from the date of service of the application to authorize a class action;
- **CONDEMN** the Defendants to bear the costs of the present action including expert fees and notice fees;
- **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

83. The Applicant requests that she be attributed the status of representative of the Class and is able to ensure adequate representation of the members of the Class for the following reasons:

- a. She is a member of the Class;
- b. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present action until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present action before the Courts and the Fonds d'aide aux actions collectives, as the case may be, and to collaborate with her attorneys;
- c. Applicant has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
- d. Applicant has given the mandate to her attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
- e. Applicant, with the assistance of her attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
- f. Applicant has given instructions to her attorneys to put information about this class action on their website and to collect the coordinates of those Class members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;

- g. Applicant is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;
- h. Applicant understands the nature of the action;
- i. Applicant's interests do not conflict with the interests of other Class members and further, Applicant has no interest that is antagonistic to those of other members of the Class;
- j. Applicant is prepared to be examined out-of-court on her allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
- k. Applicant has spent time researching this issue on the internet and discussing with her attorneys to prepare this file. In so doing, she is convinced that the problem is widespread.

84. The Applicant proposes, in the best interest of the Class members, that this class action be brought before the Superior Court, sitting in the District of Montreal, for the following reasons:

- a. a great number of the members of the Class reside in the judicial district of Montreal;
- b. many of the purchases of Plastic Interior Trim and/or purchases or leases of motor vehicles containing Plastic Interior Trim were concluded in the judicial district of Montreal;
- c. the Applicant's attorneys practice their profession in the judicial district of Montreal.

85. The whole cause of action arose in Quebec.

86. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages;

DESIGNATE the Applicant, Danielle Dallaire, as representative of the persons included in the Class herein described as:

"All direct and indirect purchasers in Quebec who purchased or leased motor vehicles containing Plastic Interior Trim or who purchased Plastic Interior Trim, from June 2004 to September 2012 (the "**Class Period**")."*

*Motor vehicle is defined as: cars, sport utility vehicles (SUVs), vans, light trucks (weighing up to 10,000 lbs).

IDENTIFY the principle issues of fact and law to be treated collectively as the following:

- a. Have the Defendants conspired and / or entered into an agreement or arrangement that had the effect of unduly restricting competition in the sale of Plastic Interior Trim and/or artificially increasing the price of Plastic Interior Trim and, if so, during what

- period did this conspiracy and bid rigging have an effect on the Applicant and the Class members?
- b. Does the participation of the Defendants in the conspiracy and bid rigging constitute a fault for which they are jointly and severally liable towards the Applicant and the Class members?
 - c. Did the conspiracy and bid rigging result in an increase in the price paid by the Applicant and Class members in Quebec for the purchase of Plastic Interior Trim and/or the purchase and / or rental of motor vehicles equipped with Plastic Interior Trim and, if so, does this increase constitute a damage to the Applicant and to each of the members of the Class?
 - d. What is the total amount of damages suffered by the Applicant and the Class members?
 - e. Are the Defendants liable to pay punitive damages and if so, in what amount?
 - f. Are the Applicant and Class members justified in claiming the reimbursement of the costs incurred in the present matter, namely the costs of investigation, the extrajudicial fees and disbursements of attorneys for the Applicant?
 - g. Were the Defendants unjustly enriched and if so, should the Defendants disgorge their profits?

The interests of justice favour that this motion be granted in accordance with its conclusions;

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

- **GRANT** the class action of the Applicant and each of the members of the Class;
- **CONDEMN** the Defendants, jointly and severally, to pay compensatory damages valued at \$ 50,000,000 to be adjusted, and **ORDER** collective recovery of those sums;
- **CONDEMN** the Defendants, jointly and severally, to pay punitive damages valued at \$ 5,000,000 to be adjusted, and **ORDER** collective recovery of those sums;
- **CONDEMN** the Defendants, jointly and severally, to pay the costs incurred for any investigation necessary to establish their liability in this case, including the extrajudicial fees and disbursements of attorneys for the Applicant;
- **CONDEMN** the Defendants, jointly and severally, to pay interest at the legal rate plus the additional indemnity provided for in article 1619 of the *Civil Code of Quebec* on the above sums from the date of service of the application to authorize a class action;
- **CONDEMN** the Defendants to bear the costs of the present action including expert fees and notice fees;
- **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class.

DECLARE that all members of the Class that have not requested their exclusion, within the specified timeframe, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class members, date upon which the members of the Class that have not exercised their means of

exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the Class in accordance with articles 576 and 579 C.C.P. within sixty (60) days from the judgment to be rendered herein;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication fees.

Montreal, March 11, 2019



Klein Avocats Plaideurs Inc.
500, Place d'Armes, suite 1800
Montreal, Quebec, H2Y 2W2
Attorneys for the Applicant

TRUE COPY


Klein Avocats Plaideurs Inc.
Klein Avocats Plaideurs Inc.

SUMMONS
(articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the applicant has filed this originating application in the office of the Superior Court in the judicial district of Montréal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the Montréal courthouse situated at 1, Notre-Dame Est, Montréal, Québec, H2Y 1B6 within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the applicant's lawyer or, if the applicant is not represented, to the applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the applicant.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of

the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as an applicant under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the applicant's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the originating application, the Applicant intends to use the following exhibits:

EXHIBIT P-1:	Limited Partnerships Report for INOAC Interior Systems LP
EXHIBIT P-2:	Limited Partnerships Report for Bleinheim Interior Trim L.P.
EXHIBIT P-3:	Federal Corporation Information for TG Minto Corporation
EXHIBIT P-4:	<i>En liasse</i> copy of the Competition Bureau Canada's press releases dated October 19, 2018 and February 14, 2018
EXHIBIT P-5	<i>En liasse</i> copy of case summary of <i>U.S. v. INOAC Corp., indictment and plea agreement</i> and United States Department of Justice press releases dated November 19, 2015 and May 31, 2017
EXHIBIT P-6:	Copy of the Applicant's contract of purchase relating to the purchase of her vehicle

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-06-000987-194

SUPERIOR COURT
(Class Action Chambers)

DANIELLE DALLAIRE, residing and domiciled
at _____

Applicant

v.

INOAC CORPORATION, legal person, having
its principal place of business at Chubu Gomu
Kaikan Bldg 2-13-4 Meieki-minami, Nakamura-
ku, Nagoya-shi, Aichi 4500003

and

INOAC USA, INC., legal person, having its
principal place of business at 1515 Equity Drive,
Suite 200, Troy, MI 48084

and

INOAC INTERIOR SYSTEMS LLC, legal
person, having its principal place of business at
22670 Haggerty Road, Suite 150, Farmington
Hills, MI 48335

and

INOAC INTERIOR SYSTEMS LP, legal person,
having its principal place of business at 575
James Street South, St. Marys, Ontario N4X 1B9

and

SPRINGFIELD INTERIOR TRIM, LLC, legal
person, having its principal place of business at
70 East Industry Drive, Springfield, KY 40069

and

BLenheim INTERIOR TRIM, L.L.P., legal
person, having its principal place of business at
140 Cathcart Street, Blenheim, Ontario N0P 1A0

and

CALSONIC KANSEI CORPORATION, legal
person, having its principal place of business at
2-1917 Nisshin-cho, Kita-ku, Saitama-shi,
Saitama 3310823 Japan

and

CALSONIC KANSEI NORTH AMERICA, INC.,
legal person, having its principal place of
business at 1 Calsonic Way, Shelbyville, TN,
37160-2031

and

TOYODA GOSEI CO., LTD. , legal person,
having its principal place of business at 1
Haruhinagahata, Kiyosu, Aichi 452-8564, Japon

and

**TOYODA GOSEI NORTH AMERICA
CORPORATION**, legal person, having its
principal place of business at 30600 Telegraph
Road, Ste 2345, Bingham Farms, MI, 48025

and

TG MISSOURI CORPORATION, legal person,
having its principal place of business at 2200
Plattin Rd, Perryville, MO 63775

TG MINTO CORPORATION, legal person,
having its principal place of business at 300
Toronto Street, Palmerston, ON NOG 2P0

Defendants

**NOTICE OF PRESENTATION
(ART 146 and 574 al. 2 C.C.P.)**

TO: INOAC CORPORATION, having its principal place of business at Chubu Gomu Kaikan Bldg 2-
13-4 Meieki-minami, Nakamura-ku, Nagoya-shi, Aichi 4500003
and

INOAC USA, INC., having its principal place of business at 1515 Equity Drive, Suite 200, Troy,
MI 48084
and

INOAC INTERIOR SYSTEMS LLC, having its principal place of business at 22670 Haggerty
Road, Suite 150, Farmington Hills, MI 48335
and

INOAC INTERIOR SYSTEMS LP, having its principal place of business at 575 James Street
South, St. Marys, Ontario N4X 1B9

and

SPRINGFIELD INTERIOR TRIM, LLC, having its principal place of business at 70 East Industry
Drive, Springfield, KY 40069
and

BLLENHEIM INTERIOR TRIM, L.L.P., having its principal place of business at 140 Cathcart
Street, Blenheim, Ontario N0P 1A0

and

CALSONIC KANSEI CORPORATION, having its principal place of business at 2-1917 Nisshin-cho, Kita-ku, Saitama-shi, Saitama 3310823 Japan
and

CALSONIC KANSEI NORTH AMERICA, INC., having its principal place of business at 1 Calsonic Way, Shelbyville, TN, 37160-2031
and

TOYODA GOSEI CO., LTD., having its principal place of business at 1 Haruhinagahata, Kiyosu, Aichi 452-8564, Japon
and

TOYODA GOSEI NORTH AMERICA CORPORATION, having its principal place of business at 30600 Telegraph Road, Ste 2345, Bingham Farms, MI, 48025
and

TG MISSOURI CORPORATION, having its principal place of business at 2200 Plattin Rd, Perryville, MO 63775
and

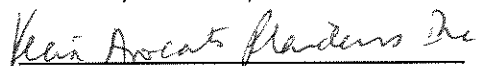
TG MINTO CORPORATION, having its principal place of business at 300 Toronto Street, Palmerston, ON NOG 2P0

Defendants

TAKE NOTICE that the *Application for authorization to institute a class action and to obtain the status of representative* will be presented before one of the honourable judges of the Superior Court sitting in the Class Action Chambers at the Montréal Courthouse located at 1, Notre-Dame Est, at a date and time to be determined by the Class Action Chambers coordinator.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, March 11, 2019


Klein Avocats Plaideurs Inc.
Attorneys for the Applicant

TRUE COPY


Klein Avocats Plaideurs Inc.

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-06-000987-194

SUPERIOR COURT
(Class Action Chambers)

DANIELLE DALLAIRE

Applicant

v.

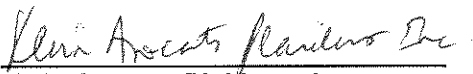
INOAC CORPORATION ET AL.

Defendants


ATTESTATION OF ENTRY IN THE NATIONAL CLASS ACTION REGISTER
(ART 55 of the *Regulation of the Superior Court of Québec in civil matters*)

The Applicant, through her attorneys, attests that the *Application for authorization to institute a class action and to obtain the status of representative* will be entered into the national class action register.

Montreal, March 11, 2019


Klein Avocats Plaideurs Inc.
Attorneys for the Applicant

TRUE COPY


Klein Avocats Plaideurs Inc.