

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF QUEBEC
(Class Action)

No.: 500-06-000937-181

MARIE-HELENE DESAUNETTES, lawyer
practising at 1100 Avenue des Canadiens-de-
Montreal, Suite 900, Montreal, Quebec, H3B 2S2

Applicant

v.

RÉSEAU DE TRANSPORT MÉTROPOLITAIN, a
legal person established pursuant to an "Act
Respecting The Réseau De Transport
Métropolitain", R-25.01, 2016, c. 8, s. 4. doing
business under the brand and name EXO, having
its office at 700 rue de la Gauchetière Ouest, 26e
étage, Montréal, Québec H3B 5M2

-and-

AUTORITÉ REGIONALE DE TRANSPORT
MÉTROPOLITAIN, a legal person established
pursuant to an "Act Respecting The Autorité
Regionale De Transport Métropolitain", 2016, c. 8,
S. 3., having its office at 700 rue de la
Gauchetière Ouest, 4e étage, Montréal, Québec
H3B 5M2

Respondents

**RE-AMENDED JUDICIAL APPLICATION
TO AUTHORISE CLASS ACTION PROCEEDINGS #2
(March 2019)**

THE APPLICANT RESPECTFULLY SUBMITS AS FOLLOWS:

I. INTRODUCTION

1. The Applicant wishes to institute a class action on behalf of the Classes (...) herein described, namely:

In these proceedings :

The term “users” shall be defined as follows: all persons having acquired a right to travel on the Exo and its predecessors.

The proposed **Classes** are defined as follows:

1. All persons who acquired a right to travel (...), during the months of November and December 2017, January and February 2018 and from April 27th 2018 onwards, on the Deux-Montagnes and Mascouche suburban train lines, including those residing in the Greater metropolitan area of Montreal (...).

2. All family members of all persons who acquired a right to travel (...), during the months of November and December 2017, January and February 2018 and from April 27th 2018 onwards, on the Deux-Montagnes and Mascouche suburban train lines, including those residing in the Greater metropolitan area of Montreal.

- 1.1 The action, which the Applicant seeks to institute on behalf of the Classes, is an action in contractual damages and extra-contractual damages, moral damages and punitive damages to compensate for the failure of the Respondents to provide reliable, safe and punctual service to their users, which failure continues as of the date of the proceedings.
2. The Members of the Classes have variously suffered moral and pecuniary damages, including all damages related to stress and inconvenience, anxiety, out of pocket expenses, loss of income, and loss of opportunity for advancement.

II. THE PARTIES

THE APPLICANT

Maître Marie-Helene Desauettes (hereinafter « Mtre Desauettes »)

3. Mtre Desauettes is a long-time user of EXO and its predecessors, and commutes on the Réseau de transport métropolitain (“RTM”), previously Agence métropolitaine de transport (“AMT”) and now the EXO, on the Deux-Montagnes line, from her home in Laval to her law offices at Windsor Station in downtown Montreal.
- 3.1 Mtre Desauettes regularly uses the suburban train to get to work and return from work, during rush hours, and also at different times depending on the commitments she must make.

4. Mtre Desauettes has suffered, and still continues to suffer, serious prejudice and damages including stress and inconvenience, anxiety, out of pocket expenses, loss of income, and moral damages as a result of Respondents' continuous poor service and fault.
5. Members of Mtre Desauettes' family have also suffered and still continue to suffer serious prejudice and damages (...) including stress and inconvenience, anxiety, out of pocket expenses, loss of income, and moral damages as a result of Respondents' continuous poor service and fault.

THE RESPONDENTS

6. Respondent Réseau de transport métropolitain ("RTM") is a legal person established pursuant to the Act Respecting The Réseau de Transport Métropolitain, R-25.01, 2016, c. 8, s. 4., (...) now doing business under the brand and name EXO, and replacing the AMT and its predecessors and is responsible for operating (the Deux-Montagnes and Mascouche lines) suburban trains on and around the Greater metropolitan area of Montreal.
 - 6.1 Respondent Autorité Regionale de Transport Métropolitain ("ARTM") is a legal person established pursuant to an "Act Respecting The Autorité Regionale De Transport Métropolitain", 2016, c. 8. S. 3., and is responsible for the planification, organisation, finances and promotion of public transit on and around the Greater metropolitan area of Montreal, including suburban trains.
 - 6.2 The RTM is essentially an operating arm of the ARTM and both entities have a joint responsibility to provide reliable, safe and punctual services to the users of the Deux-Montagnes and Mascouche lines.
- ### **III. THE FACTS ALLEGED JUSTIFY THE CONCLUSIONS SOUGHT**
7. At all material times, the Respondents (...) had a duty and obligation to respect the civil rights, including the contractual and legal rights of the Members of the Classes, pursuant to the published schedule and services for those fares and passes purchased from RTM, and relied upon, by those members.
 - 7.1. RTM's operation of the Deux-Montagnes and Mascouche lines has failed, and continues to fail, to provide reliable, safe and punctual services to its users.
 - 7.2. ARTM failed to take the necessary steps to ensure that the public transit needs of the users of the Deux-Montagnes and Mascouche lines were met.

8. (...)
9. (...)
- 9.1 As carrier and service providers, Respondents have an obligation of result to provide reliable, safe and punctual service.
- 9.2 The Respondents are bound to make reparation for injury resulting from delay, as per Article 2034 of the *Civil Code of Quebec*.
- 9.3 The Respondents are furthermore bound to make reparation when the injury is caused by the state and condition or operation of infrastructure and rolling stock, as per Article 2037 of the *Civil Code of Quebec*.
- 9.4 The Respondents failed to respect the published schedules for the Deux-Montagnes and Mascouche suburban train lines, *inter alia*, through chronic delays and constant train cancellations during the months of November and December 2017, January and February 2018 and from April 27th 2018 and following, thereby causing injury to the Members of the Classes.
- 9.5 The situation is particularly acute during rush hours.
- 9.6 The chronic delays and constant train cancellations resulted in a level of service that fell well below any reasonable standard, and gave rise to a public outcry reported in the media, the whole as appears from a series of news reports, copies of which are communicated as **Exhibit P-1 en liasse**.
10. (...) The Respondents (...) breached all the above-cited obligations, and such breaches constitute gross negligence and fault, lack of care and lack of proper maintenance of their infrastructures and rolling stock/trains, as well as failure to take necessary precautions or preventative measures.
- 10.1 In addition to continual tardiness and frequent cancellations on the majority of Respondents' train lines, the Respondents' Deux-Montagnes line is often overcrowded and the constant promises of new, clean, and reliable double-decker train cars to alleviate this problem, especially during rush hours, remain largely unfulfilled to this day.
- 10.2 Moreover, the dilapidated state of their current rolling stock (...), as well as the poor quality maintenance of same (even neglect), demonstrate a pattern of behavior commensurate with the Respondents' continued breach of their obligations to Class Members as well as a wanton disregard for those Class Members and all users of their service.
11. Indeed, the Respondents and their predecessors have a long history of poor service and care to the Members of the Classes that culminated in atrocious service during the winter of 2017-2018, the months of June and July 2018 and significant further service

disruptions, reductions, in frequency and capacity of trains, and cancellations are now announced, whereby the Respondents will continue to breach their obligations to the Classes, (...).

11.1 In a “message from RTM to train users” dated February 20, 2018, Mr. Raymond Bachand, the then General Manager of RTM, recognized the need to take action to remedy the problems with the Deux-Montagnes line:

“We have a large number of actions, upgrades and repairs to perform on these cars given that the maintenance had been cancelled by the AMT in 2016, following the announcement of the Réseau de transport métropolitain (REM) project.” (our emphasis)

The whole as appears from this written message, copy of which is communicated as Exhibit P-2.

11.2 On the same day, the Ministre des transports, de la mobilité durable et de l'Électrification des transports du Québec, Mr. André Fortier, was quoted in La Presse, regarding the service on the RTM train lines:

“Pour le ministre André Fortier, la situation est **inacceptable** ».
(our emphasis)

The whole as appears from this article, copy of which is communicated as Exhibit P-3.

11.3 It was also revealed in a press release by RTM dated March 14, 2018, in reference to the Deux-Montagnes train line that:

“**The line’s punctuality remains a daily challenge, given that this line has received no investments in infrastructure and rolling stock in 23 years**”

The whole as appears from this press release, copy of which has already been communicated as Exhibit I-7.

11.4 The above statements and declarations clearly show that the Respondents were fully aware of the situation and the problems experienced by the users for many years, and that they deliberately and knowingly chose to ignore them and not take action to ensure reliable, safe and punctual service –as they were, and still are, obliged to do as per their contractual and legal obligations towards the Members of the Classes.

11.5 Although Respondents were fully aware of the aging and fragile condition of their rolling stock, and infrastructure, and of the lack of maintenance and repair, they allowed the situation to deteriorate to the point where users can no longer trust in the train service on the Deux Montagnes and Mascouche lines.

- 11.6 Mr. Denis Allard, “President du Fonds mondial du patrimoine ferroviaire” stated in February 2018 that the lack of maintenance was to blame for the punctuality and delay issues plaguing the entire train system.
- 11.7 He further stated that: “Le RTM gère mal ses infrastructures », as appears from a newspaper article dated February 15, 2018 published in the Journal de Montréal, communicated as **Exhibit P-4**.
- 11.8 In the Spring of 2018, train users were advised that service would no longer be provided on the week-ends and that the last train from the Central Station of Montreal would be at 7h30 p.m. on Fridays, starting April 27, 2018.
- 11.9 This decision was taken unilaterally by the Respondents and resulted in immediate prejudice to all train users, while the fees paid by the users remained the same, without any compensation being offered in this regard.
- 11.10 The train users were also informed that double decker trains (type 3000) would run on the Deux Montagnes and Mascouche lines as of June 2018 and that six (6) departures would then be offered.
- 11.11 The Respondents announced this decision stating that the capacity of the double-decker wagons is similar to that of the other wagons (MR90) but offers 30% more seats.
- 11.12 Although the train users thought that the problems of overcrowding would cease or at least be diminished with the deployment of these double decker trains, they quickly became disillusioned by discovering that these double decker trains circulated mostly outside rush hours, and if during rush hours, mostly towards Deux Montagnes rather than to the City Center.
- 11.13 As a result, the train users are often unable to board the train in the direction of the downtown Montreal train station.
- 11.14 To add insult to injury, the Respondents raised the monthly fees by 2% for all users in July 2018, while continuing to decrease the services offered, the quality of services offered, all the while accumulating cancellations of trains and significant delays.
- 11.15 A similar increase has been announced for July 2019.
12. On July 17, 2018, Respondent EXO stated it will no longer ensure punctuality nor performance on the Deux-Montagnes and Mascouche lines, and therefore guarantees such disruptions and continued breach of its obligations to the Members of the Classes, as appears from a “Communiqué” from Exo already communicated as **Exhibit I-3**.

12.1 This Communiqué Exhibit I-3 also states the following:

“Lors du dévoilement public de son Plan d’action en mars dernier, Exo avait rappelé la fragilité de la ligne Deux-Montagnes, qui n’a bénéficié d’aucun investissement en infrastructure et matériel roulant depuis 23 ans.”

Also admitting that “wagons requiring repairs had to be maintained in service on the train tracks”, thereby putting at risk the safety of the users.

- 12.2 The Deux Montagnes line is the busiest on the train network, with more than 15,000 users traveling on in this line every day, accounting for 40% of all passengers for the six train lines under the Respondents’ responsibility, as appears from EXO’s Exhibit I-6.
- 12.3 For many years, and even more so since the last three years, the number of seats on the trains on the Deux-Montagnes line have been insufficient.
- 12.4 Being fully aware of this situation, the Respondents continue to offer passengers on the Deux-Montagnes line mainly cars that are largely obsolete, in need of repairs, defective and only one-level cars (these are the MR90 cars), while the other train lines benefit from double-decker trains (series 3000).
- 12.5 Indeed, Respondent EXO frequently issues public statements on social media platforms in order to excuse the chronic delays and cancellations, citing mechanical issues, defective rail signals or switches, and car doors that malfunction and will not close (preventing trains from leaving stations).
- 12.6 It is clear from Respondent EXO’s own statements and public explanations, as referenced hereinabove, that these issues stem from rolling stock and infrastructure or equipment that is obsolete, in need of repairs and as a result defective.
13. The above-described conduct and failures of the Respondents and their predecessors were deliberate. In many cases this has lasted for years and represents a marked departure from the ordinary standards of civility, care and decent behaviour owed by Respondents to Class Members. In the alternate, Respondents’ actions are consistent with a pattern of behaviour demonstrating willful blindness, general negligence, abuse and disregard for its clientele/users, and their reliance on the contractual relationships between themselves and Respondents.
14. Moreover, the Respondents have publicly recognized the foregoing, while admitting to the extent of their poor and inadequate service, but have failed, and continue to fail, to take timely and appropriate action to remedy this now clearly established pattern.
15. All of the above-mentioned conduct, and the Respondents’ failures to respect their obligations, constitute civil faults, breaches of the contractual and legal rights of the

Members of the (...) Classes and breaches of their general obligations towards the Members of the (...) Classes.

16. Consequently, the Members of the Classes have variously suffered serious injuries caused by Respondents' fault, and seek all consequential moral and pecuniary damages, including all damages related to stress and inconvenience, out of pocket expenses, loss of income, loss of opportunity for advancement, and punitive damages.

16.1 All these chronic delays and cancellations of trains caused serious harm and prejudice to the Members of the Classes, including:

- Tardiness getting to work;
- Tardiness in returning home;
- Tardiness for appointments;
- Fees incurred by parents who cannot collect their children from daycare on time;
- Disruption of family life and quality time;
- Anxiety and stress;
- Even more overcrowding, resulting in aggressivity and an unpleasant atmosphere in the trains and passengers being left behind;
- Necessity to find another job outside of Montreal's City Center to ensure punctuality at work;
- Obligation to find alternative solutions to ensure punctuality at work and appointments;
- Family members waiting at the train station to pick up their loved ones who have to wait and delay or cancel every other task during evenings after work days;
- Family members assisting users with difficulties of mobility having to wait and delay every other task during the evening after work days;
- Missed connections.
- All the additional fees and costs incurred because of delays caused by Respondents.

16.2 In addition to the above, on February 21, 2019, EXO issued a press release stating that the schedule of trains will be once more substantially modified starting March 25, 2019, due to cancellation of trains, resulting in the frequency of trains being more spaced out.

16.3 Notwithstanding the above and the inconvenience resulting to their users, Respondents have continued to run the MR90 train cars during the busiest hours of the day, worsening the overcrowding of the Members of the Classes.

16.4 On March 25, 2019, on the Deux-Montagnes line, the 7:05 train (MR90) in direction of Montreal Central Station was overcrowded to the point that users were unable to board starting at the Sunnybrooke station.

IV. THE CLAIMS OF THE MEMBERS RAISE IDENTICAL SIMILAR OR RELATED QUESTIONS OF LAW OR FACT

17. The Applicant respectfully submits that the following common or related questions of law and fact arise from the allegations contained in these proceedings:
- a) Are the Respondents in breach of their contractual and legal obligations to provide reliable, safe and punctual service to the users on the Deux-Montagnes and Mascouche lines?
 - b) Are the Members of the Classes entitled to claim contractual and extra-contractual damages from the Respondents for their failure to provide reliable, safe and punctual service to the users on the Deux-Montagnes and Mascouche lines?
 - c) Did the Respondents' wrongful conduct cause or give rise to moral and/or punitive damages that can be recouped by the Members of the Classes and, if so, in what amount?
18. Accordingly, the Applicant asks that the following conclusions be identified by this Honourable Court:

DECLARE that the Respondents were obligated to the Members of the Classes to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche lines;

DECLARE that the Respondents defaulted on their obligations to the Members of the Classes to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche suburban train lines and are therefore liable to the Classes for damages and punitive damages;

ASSESS the damages suffered by the Members of the Classes on a collective basis and **CONDEMN** the Respondents to pay such damages on a collective basis, **OR, IN THE ALTERNATIVE,**

DECLARE that the damages suffered by the Members of the Classes were so suffered on an individual basis and **ORDER** the Respondents to pay such damages on an individual basis and **SET** the modalities for individual recovery;

CONDEMN the Respondents to the payment of compensatory, moral and punitive damages in the amount determined by the Court.

(...)

V. THE COMPOSITION OF THE CLASSES MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES OF MANDATE

19. There are thousands of Members of the Classes located throughout and beyond the Greater metropolitan area of Montreal of all ages and professions.
20. Given the number of potential Members of the Classes and their geographic disposition, it would be difficult or impracticable to address the issues raised in these proceedings on an individual basis or by way of a mandate.

VI. THE PROPOSED REPRESENTATIVE IS IN A POSITION TO PROPERLY REPRESENT THE CLASSES

- 20.1 Mtre Desaunettes and her family members are Members of the Classes.
21. Mtre Desaunettes is a well-regarded lawyer with extensive expertise in litigation and has the necessary time and expertise to devote to this case.
22. Mtre Desaunettes is personally fully aware of the issues regarding the chronic delays, cancellations and poor service rendered by the Respondents, as she has experienced those firsthand, and has had the opportunity to discuss the problems arising from this situation with other users and their family members.
23. Mtre Desaunettes has retained experienced counsel and she intends to mandate experts experienced in the subject matter of these proceedings.
24. Mtre Desaunettes has the knowledge, experience, dedication and time necessary to advance the class action proposed in these proceedings.
- 24.1 Mtre Desaunettes has already obtained the support, approval and trust of numerous train users and their family members in relation with the present application, especially those using the Deux-Montagnes and Mascouche lines, to represent them in this class action, these users being more than exasperated by the damages they regularly and nearly daily suffered by the fault and the negligence of Respondents.
25. Accordingly, Mtre Desaunettes is therefore qualified to represent the Members of the Classes.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Re-Amended Application to authorize class action proceedings;

AUTHORIZE the institution of the following class action in civil liability with declaratory conclusions, and the award of damages and punitive damages;

DESCRIBE the Classes, as follows:

- a) All persons who acquired a right to travel (...), during the months of November and December 2017, January and February 2018 and from April 27th 2018 onwards, on the Deux Montagnes and Mascouche suburban train lines, including those residing in the Greater metropolitan area of Montreal (...);
- b) All family members of all persons who acquired a right to travel (...), during the months of November and December 2017, January and February 2018 and from April 27th 2018 onwards, on the Deux-Montagnes and Mascouche suburban train lines, including those residing in the Greater metropolitan area of Montreal.

APPOINT Mtre Marie-Helene Desauettes as representative of the Classes;

IDENTIFY the following common questions of fact and law:

- a) Are the Respondents in breach of their contractual and legal obligations to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche suburban train lines?
- b) Are the Members of the Classes entitled to claim contractual and extra-contractual damages from the Respondents for their failure to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche suburban train lines?
- c) Did the Respondents' wrongful conduct cause or give rise to moral and/or punitive damages that can be recouped by the Members of the Classes and, if so, in what amount?

IDENTIFY the following conclusions to the class action:

DECLARE that the Respondents were obligated to the Members of the Classes to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche suburban train lines;

DECLARE that the Respondents defaulted on their obligations to the Members of the Classes to provide reliable, safe and punctual service to the users of the Deux-Montagnes and Mascouche suburban train lines and are therefore liable to the Members of Classes for damages and punitive damages;

ASSESS the damages suffered by the Members of the Classes on a collective basis and **CONDEMN** the Respondents to pay such damages on a collective basis
OR

IN THE ALTERNATIVE,

DECLARE that the damages suffered by the Members of the Classes were so suffered on an individual basis and **ORDER** the Respondents to pay such damages on a individual basis and SET the modalities for individual recovery;

CONDEMN the Respondents to the payment of compensatory, moral and punitive damages in the amount determined by the Court.

(...)

(...)

CONDEMN the Respondents to pay the judicial and extrajudicial fees and disbursements, including fees for experts and experts' reports incurred in the present matter for and in the name of the Applicant and Class Members and **ORDER** collective recovery of these sums;

CONDEMN the Respondents to pay the Applicant and Class Members the above-mentioned sums with interest at the legal rate, plus the additional indemnity provided for in article 1619 C.C.Q., to accrue from the date of service of the present application as well as the additional indemnity resulting from compound interest in virtue of art. 1620 C.C.Q. following the expiration of thirty (30) days from a judgment to intervene on the present Application;

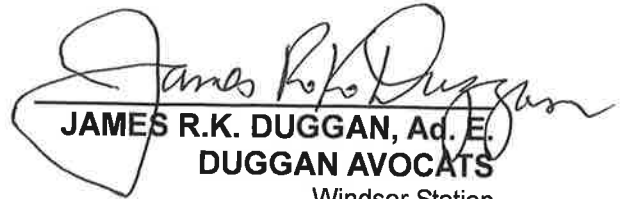
CONDEMN the Respondents to pay all costs incurred for all investigations necessary in order to establish the liability of Respondents in this matter, including the extrajudicial fees of counsel for Applicant and Class Members and extrajudicial disbursements, including the costs of experts and experts' reports;

(...)

RENDER any other order that this Honorable Court shall determine may be just and proper;

THE WHOLE WITH COSTS, including the cost of notices, the costs of experts and experts' reports and the costs of presenting those reports in court.

Montreal, March 25, 2019



JAMES R.K. DUGGAN, Ad. E.
DUGGAN AVOCATS

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SUMMONS

(Articles 145 and following C.C.P)

TAKE NOTICE that the Plaintiff has filed this originating application in the office of the Superior Court of Quebec district of Montreal.

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal located at 1, Notre-Dame East, Montreal within 15 days of service of this application or, if you have no domicile, residence or establishment in Quebec, within 30 days. The answer must be notified to the plaintiff's lawyer or, if the plaintiff is not represented, to the plaintiff.

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

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 plaintiff 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.

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 plaintiff.

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.

If you qualify to act as a plaintiff 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 plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

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.

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in the 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.

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

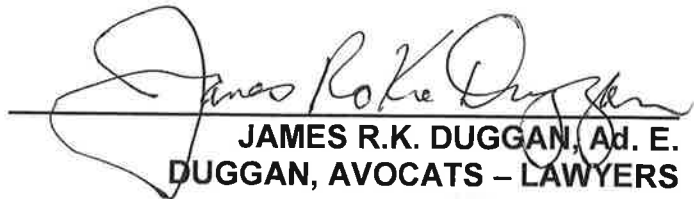
Exhibit P1: Various news articles concerning delays on the RTM train lines (*en liasse*).

Exhibit P2: "MESSAGE FROM RTM TO TRAIN USERS", by Raymond Bachand, General Manager-Réseau de transport métropolitain (RTM) dated February 20th, 2018.

Exhibit P3: Article from "LA PRESSE" published on February 20th, 2018.

Exhibit P4: Article from "Journal de Montréal" published on February 15th, 2018.

Montreal, March 25, 2019.



**JAMES R.K. DUGGAN, Ad. E.
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CANADA
 PROVINCE OF QUEBEC
 DISTRICT OF MONTREAL

SUPERIOR COURT OF QUEBEC
 (Class Action)

No.: 500-06-000937-181

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 Montreal, Suite 900, Montreal, Quebec, H3B 2S2

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Respondents

LIST OF EXHIBITS

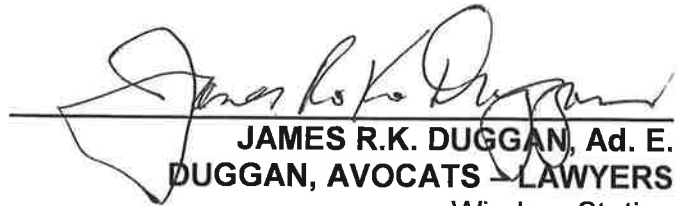
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(CLASS ACTION)
SUPERIOR COURT
DISTRICT OF MONTREAL

MARIE-HELENE DESAUNETTES

Applicant

- v -

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business under the brand and name EXO.**

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(March 2019)
AND LIST OF EXHIBITS**

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Code: AD9534