

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class action)

No.: 500-06-001055-207

AUDREY WELLS

Applicant

v.

AMAZON.COM, INC.

and

AMAZON.COM.CA, INC.

and

AMAZON.COM SERVICES LLC

and

**AMAZON SERVICES INTERNATIONAL
INC.**

and

AMAZON SERVICES CONTRACTS, INC.

Respondents

**APPLICATION FOR DECLINATORY EXCEPTION
AND REFERRAL TO ARBITRATION**
(arts. 167, 622 CCP; art. 3148, al. 2 CCQ)

**TO THE HONOURABLE JUSTICE SYLVAIN LUSSIER, J.S.C., SITTING IN AND FOR
THE DISTRICT OF MONTREAL, RESPONDENTS HEREBY PLEAD AS FOLLOWS:**

I. Introduction

1. On April 1, 2020, the Applicant filed the *Application to Authorize the Bringing of a Class Action and to Obtain the Status of Representative Plaintiffs* against the Respondents, which she then amended on October 30, 2020 (the “**Application for authorization**”);
2. The Respondent Amazon.com, Inc. (“**Amazon.com**”) operates the website Amazon.com. By accessing this website on a desktop computer, using the Amazon mobile application, or making voice shopping purchases using Amazon Alexa (the “**Amazon.com Stores**”), Amazon.com, its affiliates, and third-party selling partners offer products and services for sale to customers. Customers in Canada can access the Amazon.com Stores;
3. The Respondent Amazon.com.ca, Inc. (“**Amazon.ca**”) operates the website Amazon.ca. By accessing this website on a desktop computer, using the Amazon

mobile application, or making voice shopping purchases using Amazon Alexa (the “**Amazon.ca Stores**”), Amazon.ca, its affiliates, and third party selling partners offer products and services for sale to customers. Customers in Canada can access the Amazon.ca Stores;

4. The proposed class action alleges that Amazon (as that term is defined in the Application for authorization) and third-party sellers, who are alleged to be competitors, entered into anticompetitive agreements to fix retail e-commerce prices;
5. As appears from the Application for authorization, the Applicant seeks to represent the following Classes, in reference to both physical and legal persons:

Class:

All persons residing in Quebec, both physical and legal, who, from June 1, 2010 to the present (the “**Class Period**”), purchased products on www.amazon.ca or www.amazon.com (the “**Amazon E-Commerce Class**”).

-and-

All persons residing in Quebec, both physical and legal, who, from June 1, 2010 to the present, purchased Amazon Products on any website other than www.amazon.ca or www.amazon.com (the “**Other E-Commerce Class**”)

“**Amazon Products**” means all categories of products that are sold by third-party sellers on www.amazon.ca or www.amazon.com.

6. Users must agree to certain terms and conditions (the “**Conditions of Use**”) when creating an account with the Amazon.ca Stores or Amazon.com Stores;
7. All users of the Amazon.ca Stores or Amazon.com Stores are required to create such an account and agree to be bound by the Conditions of Use before purchasing products or services on the Amazon.com Stores or the Amazon.ca Stores, using other Amazon products or services, using Amazon Applications, or using software provided by Amazon in connection with any of the foregoing (collectively, the “**Amazon Services**”);
8. Customers must agree to the Conditions of Use prior to using Amazon Services, and they must agree to the Conditions of Use again before making any purchases on the Amazon.com Stores or the Amazon.ca Stores;
9. At all times during the Class Period, the Conditions of Use for Amazon.ca contained a mandatory arbitration clause that is binding on non-consumers and legal persons. Québec consumers within the meaning of the *Consumer Protection*

Act (“CPA”) are not subject to the arbitration clauses below, either because they have been explicitly carved out or in any event by virtue of art. 11.1 CPA;

10. For Amazon.ca, there are two versions of the arbitration clause relevant to non-consumers. The first version of this arbitration clause was effective prior to June 1, 2010, through October 23, 2014. Until October 23, 2014, the arbitration clause provided as follows, the whole as appears from a copy of the Conditions of Use communicated herewith as **Exhibit D-1**:

DISPUTES

Any dispute relating in any way to your visit to the Amazon.ca site or to products you purchase through Amazon.ca shall be submitted to confidential arbitration in Seattle, Washington, United States, except that, to the extent you have in any manner violated or threatened to violate the intellectual property rights of Amazon.ca or its affiliates, Amazon.ca or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the state of Washington, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. **To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement. Whether through class arbitration proceedings or otherwise.** [emphasis added]

11. The Amazon.ca Conditions of Use were amended as of October 24, 2014, and the requirement to arbitrate in Seattle, Washington was removed. From October 24, 2014 to present, the arbitration clause provides as follows, the whole as appears from a copy of the Conditions of Use communicated herewith as **Exhibit D-2**:

Applicable Law and Disputes

(Not applicable to Quebec consumers) **Any dispute or claim relating in any way to your use of any Amazon.ca Service, or to any products or services sold or distributed by Amazon.ca or through Amazon.ca Services will be resolved by binding arbitration, rather than in court**, except that you may assert claims in small claims court if your claims qualify. The U.S. Federal Arbitration Act and U.S. federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including, injunctive and declaratory relief or statutory damages),

and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon.ca will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(Not applicable to Quebec consumers) By using any Amazon.ca Service, you agree that the U.S. Federal Arbitration Act, applicable U.S. federal law, and the laws of the state of Washington, United States, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon.ca.

For Quebec consumers: These Conditions of Use and any dispute of any sort that might arise between you and Amazon.ca shall be governed by the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the laws of Canada applicable therein, and any disputes will be submitted to the courts of competent jurisdiction of the District of Montreal (Quebec).
[emphasis added]

12. Between August 19, 2011 and May 3, 2021, the Conditions of Use for Amazon.com contained a mandatory arbitration clause that is binding on non-consumers and legal persons;
13. For Amazon.com, the arbitration clause in force from August 19, 2011 to December 5, 2012 provided as follows, the whole as appears from a copy of the Conditions of Use communicated herewith as **Exhibit D-3**:

DISPUTES

Any dispute or claim relating in any way to your visit to Amazon.com or to products or services sold or distributed by Amazon or through Amazon.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051.

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By visiting Amazon.com, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon. [emphasis added]

14. The arbitration clause in the Amazon.com Conditions of Use was amended on December 5, 2012 to apply not to the use of the Amazon.com website, but to the use of Amazon Services. This version of the arbitration clause applied through May 3, 2021, and provided as follows (including the definition of Amazon Services), the whole as appears from a copy of the Conditions of Use communicated herewith as **Exhibit D-4**:

Welcome to Amazon.com. Amazon Services LLC and/or its affiliates ("Amazon") provide website features and other products and services to you when you visit or shop at Amazon.com, use Amazon products or services, use Amazon applications for mobile, or use software provided by Amazon in connection with any of the foregoing (collectively, "Amazon Services"). Amazon provides the Amazon Services subject to the following conditions.

[...]

DISPUTES

Any dispute or claim relating in any way to your use of any Amazon Service, or to any products or services sold or distributed by Amazon or through Amazon.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any Amazon Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon. [emphasis added]

15. As already mentioned, Québec consumers within the meaning of the CPA are not subject to the arbitration clauses above by virtue of art. 11.1 CPA;
16. The non-consumer putative class members, however, have agreed to submit their disputes to arbitration pursuant to a valid arbitration clause, which is mandatory, clear, precise, and binding;
17. It thus follows that the following claims in the Application for authorization fall outside of the Superior Court's jurisdiction:
 - a) for Amazon.ca, the non-consumer claims throughout the Class Period; and
 - b) for Amazon.com, the non-consumer claims relating to uses of Amazon Services between August 19, 2011, and May 3, 2021;(collectively, the "**Arbitrable Claims**");
18. According to art. 3148 of the *Civil Code of Québec*, Québec authorities have no jurisdiction where the parties have agreed to submit their disputes to an arbitrator;
19. The arbitration clause contained in the Conditions of Use must be interpreted broadly and according to the will expressed by the parties, and the Court must refer the non-consumer class to arbitration (art. 622 CCP);
20. In sum, the Court should declare it has no jurisdiction in regards to the Arbitrable Claims because:
 - (i) the Conditions of Use include an arbitration agreement to which Amazon.com and/or Amazon.ca and the non-consumer class are parties;
 - (ii) the subject matter of the Application for authorization relates to the use of Amazon Services and to products or services sold or distributed through Amazon Services;

- (iii) the Conditions of Use apply to any dispute relating in any way to the use of Amazon Services or to products or services sold or distributed through Amazon Services;
- (iv) the dispute falls within the scope of Conditions of Use;

21. This application is well founded in fact and in law;

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

- [A] **GRANT** the Respondents' *Application for Declinatory Exception and Referral to Arbitration*;
- [B] **DECLARE** that the Superior Court has no jurisdiction to hear the proposed class action in regards to the following claims:
 - a) for Amazon.ca, the non-consumer claims throughout the Class Period; and
 - b) for Amazon.com, the non-consumer claims relating to uses of Amazon Services between August 19, 2011, and May 3, 2021;(collectively, the "**Arbitrable Claims**");
- [C] **REFER** any Arbitrable Claims to arbitration pursuant to the arbitration agreement with the Respondents, as applicable;
- [D] **DISMISS**, accordingly, the *Applicant's Application for Authorization* in regards to the Arbitrable Claims;
- [E] **THE WHOLE**, with judicial costs;

IN THE ALTERNATIVE:

- [F] **RESERVE** the Respondents' right to seek to adduce Exhibits D-1, D-2, D-3 and D-4 as relevant evidence for the debate on authorization;
- [G] **RESERVE** the Respondents' right to argue that the class action should not be authorized in regard to the Arbitrable Claims;
- [H] **THE WHOLE**, costs to follow.

Montréal, June 4, 2021

Borden Ladner Gervais S.E.N.C.R.L., S.R.L.

Borden Ladner Gervais LLP
Lawyers for the Respondents

Mtre. Karine Chênevert
Mtre. Alexandra Hebert
1000 De La Gauchetière Street West, Suite 900
Montréal, QC H3B 5H4
Tel.: 514.954.3180
Fax: 514.954.1905
KChenevert@blg.com

AFFIDAVIT

I, the undersigned, Larry Matthew Raibourn, practicing my profession in the City of Renton, in the State of Washington, in the United States of America, declare under oath that:

1. I am the Category Leader of Amazon.ca's Consumer Electronics business at the Respondent Amazon.com.ca, Inc. ("Amazon.ca", collectively with the other Respondents, "Amazon").
2. I have been working at Amazon in various roles in the US and Canadian consumer business teams since July 2007. As such, I have personal knowledge of the matters to which I hereinafter depose, except where such knowledge is based upon information and belief, in which case I confirm the source of my information and verily believe such information to be true.
3. I have read the attached Application for *Declinatory Exception and Referral to Arbitration* and all the facts set forth are true.

AND I HAVE SIGNED in Renton, State of Washington, this June 4, 2021:

DocuSigned by:
Matt Raibourn
LARRY MATTHEW RAIBOURN

Declared under oath remotely before me by technological means
in Ste-Julie, QC, this June 4, 2021

DocuSigned by:
Nathalie Angers
Nathalie Angers

Commissioner for Oaths for Québec and for outside
of Québec # 137908

NOTICE OF PRESENTATION

ADDRESSEE:

Mtre Jean-Michel Boudreau
IMK LLP
Place Alexis Nihon – Tour 2
3500, De Maisonneuve Blvd. West
Suite 400
Montreal, Quebec H3Z 3C1

jmboudreau@imk.ca

Attorneys for the Applicant

TAKE NOTICE that the foregoing *Application for Declinatory Exception and Referral to Arbitration* will be presented for hearing and adjudication before the Honourable justice Sylvain Lussier, J.S.C. of the Superior Court, sitting in and for the District of Montréal, at the Montréal Courthouse, in a room and date to be determined by the Court.

KINDLY GOVERN YOURSELF ACCORDINGLY.

Montreal, June 4, 2021

Borden Ladner Gervais S.E.N.C.R.L., S.R.L.

BORDEN LADNER GERVAIS LLP
Lawyers for Respondents

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class action)

No.: 500-06-001055-207

AUDREY WELLS

Applicant

v.

AMAZON.COM, INC.
and
AMAZON.COM.CA, INC.
and
AMAZON.COM SERVICES LLC
and
**AMAZON SERVICES INTERNATIONAL
INC.**
and
AMAZON SERVICES CONTRACTS, INC.

Respondents

RESPONDENTS' LIST OF EXHIBITS

- Exhibit D-1:** Copy of the Conditions of Use for Amazon.ca, with the arbitration agreement effective prior to June 1, 2010, through October 23, 2014;
- Exhibit D-2:** Copy of the Conditions of Use for Amazon.ca, with the arbitration agreement effective from October 24, 2014, to present;
- Exhibit D-3:** Copy of Conditions of Use for Amazon.com, with the arbitration agreement effective from August 19, 2011, to December 5, 2012;
- Exhibit D-4:** Copy of Conditions of Use for Amazon.com, with the arbitration agreement effective from December 5, 2012, to May 3, 2021.

Montreal, June 4, 2021

Borden Ladner Gervais S.E.N.C.R.L., S.R.L.

BORDEN LADNER GERVAIS LLP
Lawyers for Respondents

Angers, Nathalie

De: Angers, Nathalie
Envoyé: June 7, 2021 3:35 PM
À: 'Jean-Michel Boudreau'
Cc: Hebert, Alexandra; Chênevert, Karine
Objet: TR: NOTIFICATION: 500-06-001055-207 / Audrey Wells v. Amazon.com, Inc. et al. / Application for Declinatory Exception and Referral to Arbitration and Exhibits D-1 to D-4
Pièces jointes: Exhibits D-1 to D-4 (Application for Declinatory Exception).zip; Application for Declinatory Exception and Referral to Arbitration.pdf

NOTIFICATION BY ELECTRONIC COURIER TRANSMISSION SLIP (ARTICLE 134 C.P.C.)

DATE:

Montréal, June 7, 2021

SENDER:

Name: Mtre. Karine Chênevert
Mtre Alexandra Hébert
Firm: **BORDEN LADNER GERVAIS LLP**
Address: 1000 De La Gauchetière St. West, suite 900
Montréal, Québec, H3B 5H4
Lawyers for Respondents
Telephone: 514.879.1212
Direct line: 514.954.3180 / 514.954.3115
Email address: kchenevert@blg.com
ahebert@blg.com
Our file: 564644.000013

ADDRESSEE(S):

Name: Mtre Jean-Michel Boudreau
Firm: IMK LLP
Address: Place Alexis Nihon – Tour 2
3500, De Maisonneuve Blvd. West, #1400
Montreal, Quebec H3Z 3C1
Lawyers for Applicant
Telephone: 514.934.7738
Email address: jmboudreau@imk.ca
Your file: 5472-1

COURT FILE NUMBER AND NATURE OF THE NOTIFIED DOCUMENT:

Record number: 500-06-001055-207

Parties: Audrey Wells v. Amazon.com, Inc. et al.
Nature of the document: Application for Declinatory Exception and Referral to Arbitration and Exhibits D-1 to D-4

Number of pages: -13- (excluding exhibits)
(attachments only)



Nathalie Angers

Adjointe à la pratique pour / Practice Assistant for Karine Chênevert,
Ève Gaudet, Gabrielle Tremblay, Jasmine Kavadias Landry

T 514.954.2555 #23206 | NAngers@blg.com

1000, rue De La Gauchetière Ouest, bureau / suite 900, Montréal, QC, Canada H3B 5H4

notification@blg.com

BLG | Vos avocats au Canada | Canada's Law Firm
Calgary | Montréal | Ottawa | Toronto | Vancouver
blg.com | Pour gérer vos préférences de communications ou vous désabonner, veuillez cliquer sur blg.com/mespreferences/
To manage your communication preferences or unsubscribe, please click on blg.com/mypreferences/

Borden Ladner Gervais S.E.N.C.R.L., S.R.L.

Ce message est destiné uniquement aux destinataires dûment nommés. Il peut contenir de l'information privilégiée ou confidentielle ou encore de l'information exemptée des obligations de divulgation en vertu du droit applicable. Il est strictement défendu à toute personne qui n'est pas un destinataire dûment nommé de diffuser ce message ou d'en faire une copie. Si vous n'êtes pas un destinataire dûment nommé ou un employé ou mandataire chargé de livrer ce message à un destinataire dûment nommé, veuillez nous aviser sans tarder et supprimer ce message ainsi que toute copie qui peut en avoir été faite. Avertissement : Le courriel qui n'est pas chiffré comme il se doit peut ne pas être protégé.

Borden Ladner Gervais LLP

This message is intended only for the named recipients. This message may contain information that is privileged, confidential or exempt from disclosure under applicable law. Any dissemination or copying of this message by anyone other than a named recipient is strictly prohibited. If you are not a named recipient or an employee or agent responsible for delivering this message to a named recipient, please notify us immediately, and permanently destroy this message and any copies you may have. Warning: Email may not be secure unless properly encrypted.



Nathalie Angers

Adjointe à la pratique pour / Practice Assistant for Karine Chênevert,
Ève Gaudet, Gabrielle Tremblay, Jasmine Kavadias Landry

T 514.954.2555 #23206 | NAngers@blg.com

1000, rue De La Gauchetière Ouest, bureau / suite 900, Montréal, QC, Canada H3B 5H4

notification@blg.com

BLG | Vos avocats au Canada | Canada's Law Firm
Calgary | Montréal | Ottawa | Toronto | Vancouver
blg.com | Pour gérer vos préférences de communications ou vous désabonner, veuillez cliquer sur blg.com/mespreferences/
To manage your communication preferences or unsubscribe, please click on blg.com/mypreferences/

Borden Ladner Gervais S.E.N.C.R.L., S.R.L.

Ce message est destiné uniquement aux destinataires dûment nommés. Il peut contenir de l'information privilégiée ou confidentielle ou encore de l'information exemptée des obligations de divulgation en vertu du droit applicable. Il est strictement défendu à toute personne qui n'est pas un destinataire dûment nommé de diffuser ce message ou d'en faire une copie. Si vous n'êtes pas un destinataire dûment nommé ou un employé ou mandataire chargé de livrer ce message à un destinataire dûment nommé, veuillez nous aviser sans tarder et supprimer ce message ainsi que toute copie qui peut en avoir été faite. Avertissement : Le courriel qui n'est pas chiffré comme il se doit peut ne pas être protégé.

Borden Ladner Gervais LLP

This message is intended only for the named recipients. This message may contain information that is privileged, confidential or exempt from disclosure under applicable law. Any dissemination or copying of this message by anyone other than a named recipient is strictly prohibited. If you are not a named recipient or an employee or agent responsible for delivering this message to a named recipient, please notify us immediately, and permanently destroy this message and any copies you may have. Warning: Email may not be secure unless properly encrypted.

SUPERIOR COURT

DISTRICT OF MONTRÉAL
No.: 500-06-001055-207

AUDREY WELLS

Applicant

v.

AMAZON.COM, INC.
and
AMAZON.COM.CA, INC.
and
AMAZON.COM SERVICES LLC
and
AMAZON SERVICES INTERNATIONAL INC.
and
AMAZON SERVICES CONTRACTS, INC.S

Respondents

**APPLICATION FOR DECLINATORY
EXCEPTION AND REFERRAL TO
ARBITRATION**
(Art. 167, 622 C.C.P.; art. 3148 al. 2 CCQ)

Amount: \$

Nature:

Code:

ORIGINAL

BLG 1000, De La Gauchetière Street West
Suite 900
Montréal, QC, Canada H3B 5H4
Tel.: 514.879.1212
Fax: 514.954.1905
kchenevert@blg.com

Borden Ladner Gervais

B.M. 2545

Mtre. Karine Chênevert
File: 564644-000013