

CANADA

**SUPERIOR COURT  
(Class Actions)**

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PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

**DANIELLE DALLAIRE**

No.: 500-06-001027-198

Applicant

v.  
**KOBE STEEL, LTD. ET AL.**

Defendants

-and-

**FONDS D'AIDE AUX ACTIONS  
COLLECTIVES**

Impleaded Party

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**APPLICATION FOR APPROVAL OF A CLASS ACTION SETTLEMENT  
(Arts. 590 and 591 C.C.P and Act respecting the Fonds d'aide aux actions  
collectives, C-F-3.2.0.1.1, art. 32)**

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**TO THE HONOURABLE SYLVAIN LUSSIER OF THE SUPERIOR COURT OF  
QUÉBEC, SITTING IN THE DISTRICT OF MONTRÉAL, THE APPLICANT SUBMITS  
THE FOLLOWING:**

***History of Proceedings***

1. On November 12, 2019, the Applicant filed an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* ("**Québec Action**").
2. Parallel actions were previously filed in British Columbia in *Kett et al. v. Kobe Steel, Ltd. et al.*, S-1710805 ("**BC Action**") and in Ontario in *Curran v. Kobe Steel, Ltd. et al.*, CV-17-586942-00CP ("**Ontario Action**") in November 2017. The three actions are being managed cooperatively.

3. A national settlement agreement was reached by the parties on June 7, 2019, ("**Settlement Agreement**") and is subject to Court approval, a copy of which is communicated hereto as **Exhibit P-1**.
4. The Québec Action was filed for settlement purposes.
5. The BC, Ontario and Québec Actions were brought against Kobe Steel, Ltd. and various of its subsidiaries and related companies alleging that the Defendants had fraudulently misrepresented to major automobile manufacturers that their metal products met technical and materials standards, when they did not.
6. The Defendants denied the allegations. They filed a Response to Civil Claim in the BC Action denying liability. The BC Action was the file actively advanced by the parties.
7. The first Judicial Management Conference ("JMC") was held on June 29, 2018 before the case management judge, the Honourable Madam Justice MacDonald. The Plaintiffs were directed to deliver their certification materials by September 7, 2018 and the defendants would deliver their materials thereafter.
8. The Plaintiffs delivered the Notice of Application for Certification on September 7, 2018 along with three expert reports on economics, metallurgy and the auto parts industry. The Plaintiffs also delivered three affidavits from the representative plaintiffs, and a lengthy legal assistant affidavit including hundreds of pages of documents obtained from the defendants' records and various public sources.
9. A second JMC was held on September 26, 2018 and a schedule was set for the delivery of the remainder of the certification materials. The certification hearing was set for June 10, 2019 for five days.
10. Further JMCs were held on January 9, 2019 and February 12, 2019. Scheduling was contested and the certification hearing was ultimately moved to November 25, 2019.
11. By court direction, the Defendants filed a Response to Civil Claim on February 26, 2019 and delivered their responding certification materials on March 29, 2019. The Defendants filed 10 affidavits contesting certification, including three expert reports from an economist, a metallurgical engineer and auto parts industry expert.
12. By agreement, the claim was discontinued against two of the defendants on April 26, 2019.

13. On April 30, 2019, the Plaintiffs delivered responding expert reports from each of their three experts, as well as additional evidence.
14. The parties disagreed on whether it was appropriate for the Plaintiffs' experts to be cross-examined on their evidence for certification. Consequently, on May 7, 2019, the Defendants filed an application for cross-examination on affidavit. The Plaintiffs replied on May 14, 2019 and a contested hearing was held on May 21, 2019. Judgment was reserved.
15. Pursuant to a notice to mediate, a mediation was held in advance of the scheduled certification hearing, after the matter had been fully briefed and the parties were ready to proceed with the contested certification application, and while the decision was under reserve on cross-examination. Simon Margolis, QC acted as the mediator.
16. On June 7, 2019, a settlement was reached at the mediation and subsequently reduced to a written agreement, P-1.
17. On December 5, 2019, the BC Action was certified by consent for settlement purposes.
18. On April 23, 2020, this honourable Court made a parallel order, authorizing the Applicant to undertake her class action on behalf of the following class, for settlement purposes only:

*“All Québec residents who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018.”*
19. At that time, this Court directed that publication of the settlement approval hearing notice as well as the settlement approval hearing be delayed until court operations normalised.
20. In light of COVID-19, a further order was made in the BC Action on May 4, 2020, suspending the publication of notice until normal court operations resumed in BC and Québec.
21. Publication of the Notice of Settlement Approval Hearing began on October 3, 2020 and dates were set for the settlement approval hearings in the Québec Action as well as in the BC Action.

22. The settlement approval hearing took place on November 20, 2020 in British Columbia and judgment was reserved.
23. For the reasons that follow, the Applicant respectfully requests that the Court approve the Settlement Agreement. Approval of the Settlement Agreement is not dependent on approval of Class Counsel fees.

### **Notice**

24. The Settlement Agreement provided for the publication of a Notice of Settlement Approval Hearing in the form of Schedule B of the Settlement Agreement. The costs of publication of the notice are to be paid from the settlement funds.
25. The Settlement Agreement does not provide for a further notice in the event of settlement approval, as there is no individual award to class members under the agreement.
26. The Notice of Settlement Approval Hearing was published, in French and in English, on October 3<sup>rd</sup>, 2020 in the Journal de Québec, on October 5<sup>th</sup>, 2020 in the Montreal Gazette and on October 6<sup>th</sup> and October 13<sup>th</sup>, 2020 in The Globe and Mail, as appears from copies of the notices, communicated hereto, *en liasse*, as **Exhibit P-2**.
27. The notice was also published on the Applicant's attorney's website, as well as on the Québec Class Action Register.
28. At the time this application is filed, no opt outs or objections have been received from any class members.

### **Terms of Settlement**

29. Under the Settlement Agreement, Kobe Steel, Ltd. has agreed to pay a Settlement Amount of CAD \$1,950,000 to resolve the litigation, without admission of liability. The parties have proposed that the settlement amount, after deduction for class counsel fees, disbursements (including costs of notice) and applicable taxes, and any payments to representative plaintiffs in the BC Action and the *Fonds d'aide aux actions collectives* in respect of Québec's share, be distributed by way of *cy près* award to the Law Foundation of British Columbia (77.4%) and Éducaloi in Québec (22.6%).

30. The settlement funds have been held in trust by counsel for the Defendants since June 2019. At the time that approval materials were prepared in the BC Action, the amount of the settlement funds, with accrued interest, was \$1,987,412.28.
31. The Settlement Agreement entails the settlement of the BC Action, the Ontario Action and the present proceedings and the release of the Defendants by the National Class (excluding Québec members) and the Québec Class.
32. The Settlement Agreement sets out a comprehensive procedure for that process. If the Court grants the orders sought in the BC Action, the same approval will be sought in Québec. Following the decision of this Court, a recognition and enforcement order will be sought in Ontario. Upon entry of the last order in Québec or Ontario, the Settlement Agreement will become final. Within 10 days of that date, the settlement funds will be paid to Class Counsel in trust for distribution in accordance with the Settlement Agreement.
33. The Applicant has approved the terms of the settlement and Class Counsel's fee request and considers both to be fair, reasonable and in the best interests of the class.
34. Under the terms of the retainer agreement with the Plaintiffs, Class Counsel in BC have sought approval of a fee of up to 33 1/3% of the settlement amount, plus disbursements and applicable taxes.
35. Class Counsel fees and disbursements are subject to approval by the BC Court and the Québec Court.

***The Settlement Agreement is Fair and Reasonable***

36. The criteria which this Court's case law has established for approval of a class action settlement are the following:
  - i. The Applicant's chances at success;
  - ii. The nature and breadth of evidence which would be tendered;
  - iii. The expected length and cost of the litigation;
  - iv. Good faith of the parties;
  - v. Attorneys' recommendation and their experience;
  - vi. The recommendation of a neutral third party, where applicable;

- vii. The nature and number of objections to the settlement; and
- viii. The terms of the settlement;

37. The Applicant submits that the analysis of these criteria should lead this Court to conclude that the Settlement Agreement is fair and reasonable and in the best interests of class members.

**i. The Applicant's chances at success**

38. This is extremely complex litigation involving 1) the procedural complexity of class actions, 2) substantive legal complexity given the nature of the litigation and the causes of action alleged against a series of interrelated defendants, 3) challenges associated with the multi-layered nature of the global automotive sector.

39. There is a myriad of possible defences available to the Defendants and they have put defences forward in the Response to Civil Claim they filed in the BC Action.

40. There is a risk that the Applicant would not be successful at authorization or on the merits. Even if successful, the Applicant faces the prospect of lengthy appeals and no guarantee of recovery for class members and moreover, challenging prospects of recovery against non-resident Defendants.

**ii. The nature and breadth of evidence which would be tendered**

41. The parties filed a total of six expert reports and eleven affidavits, containing several hundreds of pages of evidence in the BC Action. The same would have been done in the context of the Québec Action.

42. An adversarial debate between experts would have been inevitable.

43. In view of the above, the Applicant submits that the evidence tendered at trial would have been complex.

**iii. The expected length and cost of the litigation**

44. The certification hearing in the BC Action was set for five days. Based on the Defendants' position in the BC Action prior to certification, there is a strong likelihood that in the Québec Action the Defendants would file preliminary motions prior to the

scheduling of the authorization hearing in Québec, so that a hearing, likely for two days, would take place only in a year.

45. In the event that authorization were to be granted, the parties would then have to undergo extensive discovery and several expert reports would be filed.

46. Finally, the trial on the merits would then follow. Either party may choose to appeal a judgment on the merits.

47. In light of the above, this litigation may be bound to last several more years and entail significant additional costs for the parties were it not to be settled at this stage.

#### **iv. Good faith of the parties**

48. The Settlement Agreement was arrived upon in good faith after a day of mediation, with the assistance of an experienced mediator, Simon Margolis, QC. The negotiations were arm's length.

49. The good faith of the parties in settling this matter is beyond any doubt.

#### **v. Attorneys' recommendation and their experience**

50. Class and Defence counsel have significant experience in class actions.

51. Class actions have been the exclusive focus of Class Counsel's practice for nearly 15 years.

#### **vi. The recommendation of a neutral third party**

52. As mentioned, the Settlement Agreement was achieved with the assistance of a neutral mediator.

#### **vii. The nature and number of objections to the settlement**

53. The Applicant will advise the Court of any objections received at the hearing of this application. However, at the time of filing this application, no objections have been received.

#### **viii. The terms of the settlement**

54. In the context of the BC Action, the Defendants relied upon five affidavits sworn by representatives of the Defendants, and argued that:

- (a) only certain metal products manufactured by the Defendants were affected by the conduct at issue in this litigation;
- (b) only portions of those particular metal products were affected by that conduct (often very small portions—e.g., 1.62% of the bearing steel supplied by Nippon Koshuha Steel Co., Ltd., and 0.19% of the aluminum bars supplied by Shinko Aluminum Wire Co., Ltd. to a manufacturer of automotive and electronic parts);
- (c) some of the metal products were affected such that their quality exceeded purchaser specifications (e.g., the steel powder supplied by Kobe Steel, Ltd. was denser than called for by customer specifications);
- (d) only some of the affected metal products were used to make auto parts and components; and
- (e) those auto parts and components may have been used in Canada for different vehicle makes and models at different times, and which ones would often be unknown to the Defendants given the nature of the supply chain (e.g., the Defendants frequently supplied their metal products to manufacturers of automotive parts and components, rather than to manufacturers of vehicles)

the whole as appears from Affidavit #1 of Kenichi Horikawa affirmed March 26, 2019, paras. 11, 13-15, Affidavit #1 of Gaku Mitsumatsu affirmed March 26, 2019, paras. 7, 10-11, 18-19, 22-23, Affidavit #1 of Yasufumi Takada affirmed March 26, 2019, paras. 28, 40-49, 51- 52, 55-58, 63, Affidavit #1 of Osamu Koike affirmed March 27, 2019, para. 12-18 and Affidavit #1 of Akiyasu Morita affirmed March 27, 2019, paras. 7-11, 15-16, filed in the BC Action and copies of which are attached hereto, *en liasse*, as **Exhibit P-3**.

55. As a result of those facts, no particular vehicle model could be specifically said to contain auto parts or components incorporating metal products affected by the conduct, and it is impossible to ascertain whether any specific vehicle contains such auto parts or components.
56. Further, the Defendants adduced expert evidence that as a result of intermediate processing of the metal products, if affected metal products may have been used to make auto parts or components, there would have been little or no impact on the final part or component even based on the largest deviations from customer specifications that in fact occurred. The Defendants also adduced expert evidence that members of the class would not have suffered any loss because of, among other reasons, the intermediate processing of the metal products and the nature of automotive pricing in Canada, as appears from the Affidavits sworn by the Defendants' three experts, Affidavit #1 of Michael Stevenson sworn March 27, 2019, para. 2, Ex. "B", pp. 17- 18, 58, Affidavit #1 of Mark Israel affirmed October 31, 2019, para. 2, Ex. "A", pp. 9-14



and Affidavit #1 of Dennis DesRosiers sworn March 26, 2019, para. 2, Ex. "B", filed in the BC Action and copies of which are attached hereto, *en liasse*, as **Exhibit P-4**.

57. The proposed distribution of the settlement amount is consistent with the fact that no individual class member would be able to ascertain whether their vehicle contains auto parts or components derived from metal products affected by the conduct at issue, and therefore would be unable to individually prove liability.
58. More particularly, using evidence from the Plaintiffs' and Defendants' auto parts industry experts and pulling data from publicly-available sources, and matching that information against the Defendants' affidavit evidence and public disclosure regarding the underlying facts, the Plaintiffs in the BC Action compiled a list of likely affected vehicle makes and models in Canada during the class period 2002-2018.
59. In the Plaintiffs' estimation, the maximum number of affected makes and models was 2,531,171. Although the fact of the wrongdoing was never seriously in doubt, the evidence from the Defendants was that not every vehicle in a particular model or time period would have been affected, so a discount factor for that reality is reasonable. In these circumstances, the settlement amount of \$1,950,000 is congruent with the approximate maximum number of vehicles that may have been affected by the alleged wrongdoing, with a discount of close to 25% for uncertainty about whether each and every car was directly affected.
60. In cases that involve cartel-like price effects (i.e. an impact at one part of the supply chain that is then passed through further levels to the ultimate consumer), one way of valuing losses is to use a nominal figure multiplied by the total number of affected customers or products. Here, the maximum number of affected vehicles was 2,531,171. Applying a discount factor of close to 25% to reflect the reality that not every vehicle would have been directly impacted, the settlement figure of \$1,950,000 can be interpreted as valuing each claim at \$1.00. That is not out of line with the economic evidence of the Plaintiff's and Defendants' experts, which indicated that price effects for individual consumers could be small, especially when the impacts of pass-through were considered.
61. Considering this very low claim value per class member, no individual distribution to class members will be made. The distribution of this amount to each class member would be impracticable and too costly.
62. Thus, the Settlement Agreement provides for cy-près awards to be made to the Law Foundation of British Columbia and to Éducaloi in Québec. These organizations are appropriate recipients for cy-près awards.

63. The Law Foundation and Éducaloi do good work in the public interest. Éducaloi is a non-profit organization that has played a leading role in improving access to justice. Its core mission is to explain to the general public the law, their rights, and their responsibilities. Éducaloi has three main areas of focus: legal information, legal education, and the development of expertise in clear legal communication.
64. The Settlement Agreement provides that the *Fonds d'aide aux actions collectives* and then the cy-près beneficiary, Éducaloi, will receive 22.6% of the settlement funds, after deduction of class counsel's legal fees, disbursements and applicable taxes and honouraria. This apportionment is based on the percentage of Québec's population in relation to the total population of Canada.

### ***Class Counsel's Fees***

65. Plaintiffs' counsel in the BC Action requested approval of \$662,404.51 plus applicable taxes in fees, \$76,008.89 (inclusive of applicable interest and taxes) in disbursements, which include the disbursements in the Quebec Action, and \$1,000 plus tax in further disbursements with any funds not used to be distributed with the balance of the cy-près funds. Honouraria to the representative plaintiffs in the BC Action in the amount of 7,500\$, that is 2,500\$ each, was also requested. Judgment was reserved.
66. The Applicant's attorneys incurred disbursements in the amount of \$2,129.19 before taxes in the Quebec Action, as appears from a copy of the disbursement account communicated hereto as **Exhibit P-5**.
67. The majority of the work required in this litigation was carried out in the context of the BC Action. Nevertheless, because Court approval of Class Counsel's fees is provided for in the Settlement Agreement, the Applicant's attorneys submit that their fees and disbursements are fair and reasonable.
68. The following criteria have been developed by the jurisprudence in order to determine whether class counsel's fees are fair and reasonable:
- a. Time and effort expended by the attorneys on the litigation;
  - b. The importance of the class action;
  - c. The degree of difficulty of the class action;
  - d. Class counsel's experience;

- e. Whether class counsel's services required expertise in a specific field;
  - f. The responsibilities assumed by class counsel;
  - g. The result obtained.
69. The Applicant's attorneys' "Retainer and Contingency Fee Agreement" with the Applicant, communicated hereto as **Exhibit P-6**, provides that the Applicant's attorneys are entitled, as legal fees, to 33 1/3% of the amounts obtained for class members by way of a settlement.

70. The Defendants do not have any submissions to make on Class Counsel's.

**a. Time and effort expended by the attorneys on the litigation**

71. The Québec Action was filed on November 12, 2019 for settlement purposes.

72. The Applicant's attorneys' timesheet contains 53.19 hours of docketed time, worth \$27,591.85 taxes included at the applicable hourly rate for the Applicant's attorney, as appears from a copy of the timesheet, communicated hereto as **Exhibit P-7**.

**b. The importance of the class action**

73. This case raised important questions of law relating to consumer protection law. The class action is specifically adapted to promoting the rights of consumers who, individually, lack the means to launch legal actions against companies that have considerable resources at their disposal to defend themselves.

74. The class action involved a maximum of 2,531,171 affected vehicles. Even with the 25% discount mentioned above, the number of affected vehicles would be 1,898,378.

75. Settlement of this class action achieves access to justice, judicial economy and can be expected to play a part in modifying the behavior of companies' senior management.

**c. The degree of difficulty of the class action**

76. The Applicant's attorneys refer the Court to the discussion above with respect to the difficulties of the class action justifying the proposed Settlement Agreement.

77. As this discussion demonstrates, a significant risk was taken on by the Applicant's attorneys in accepting this mandate.

**d. Class counsel's experience and e. Whether class counsel's services required expertise in a specific field**

78. Me Carén Hannouche has specialized in class actions since being called to the Québec Bar in 2005.

79. The Applicant's attorney's experience in a wide variety of class actions, and more particularly in the field of consumer protection law, was beneficial to class members in this action.

**f. The responsibilities assumed by class counsel**

80. The Applicant's attorneys agreed to be paid only if compensation was recovered for class members.

81. The Applicant's attorneys guaranteed that neither the Applicant nor class members would be charged any fee whatsoever unless and until a favorable result was obtained.

82. No financial aid was obtained from the *Fonds d'aide aux actions collectives*.

**g. The result obtained**

83. For the reasons outlined above, the Applicant's attorneys believe that the Settlement Agreement is fair, reasonable and in the best interests of the class members and that, taking into account the Québec Action being filed for settlement purposes, their fees are fair and reasonable in light of the abovementioned criteria.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present Application;

**ORDER** that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;

**ORDER and DECLARE** that the Settlement Agreement (including its Preamble and its Schedules), under reserve of the modifications ordered below concerning the payment to Class Counsel,:

- a) is fair, reasonable and in the best interests of the Class Members;
- b) is hereby approved pursuant to articles 590 and 593 C.C.P.; and
- c) shall be implemented in accordance with all of its terms;

**ORDER** that the Settlement Amount set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;

**DECLARE** that the Settlement Agreement constitutes a transaction in conformity with article 2631 of the *Civil Code of Québec* which is binding upon all parties and all Class Members who have not excluded themselves in a timely manner;

**DECLARE** that all Class Members, unless they opted out prior to the Opt-Out Deadline, shall be deemed to have elected to participate in the Settlement Agreement and shall be bound by the Settlement Agreement and this Judgment;

**CONFIRM** that no notice of the said judgment has to be published considering that there cannot be any individual liquidation to Class Members in the present matter;

**ORDER** that the levies for the *Fonds d'aide aux actions collectives* as provided for in the Settlement Agreement be remitted according to *the Act respecting the Fonds d'aide aux actions collectives* and the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*;

**ORDERS** that a copy of this Judgment shall be posted on Class Counsel's website as well as on the Québec Class Action Register;

**WITHOUT COSTS.**

Montréal, November 27, 2020

KLEIN AVOCATS PLAIDEURS INC.

**Klein Avocats Plaideurs Inc.**  
Attorneys for the Applicant

TRUE COPY

KLEIN AVOCATS PLAIDEURS INC.

**Klein Avocats Plaideurs Inc.**

CANADA

**SUPERIOR COURT  
(Class Actions)**

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PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

**DANIELLE DALLAIRE**

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No.: 500-06-001027-198

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Defendants

-and-

**FONDS D'AIDE AUX ACTIONS  
COLLECTIVES**

Impleaded Party

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**LIST OF EXHIBITS**

- Exhibit P-1 :** Canadian National Settlement Agreement;
- Exhibit P-2 :** Copies of published Notice of Settlement Approval Hearing;
- Exhibit P-3 :** Affidavits sworn by the Defendants' representatives *en liasse*.
- Exhibit P-4 :** Affidavits sworn by the Defendants' experts *en liasse*.
- Exhibit P-5 :** Disbursement Account;
- Exhibit P-6:** Retainer and Contingency Fee Agreement;
- Exhibit P-7:** Applicant's attorney's timesheet.

Montréal, November 27, 2020

KLEIN AVOCATS PLAIDEURS INC.

**Klein Avocats Plaideurs Inc.**  
Attorneys for the Applicant

TRUE COPY

KLEIN AVOCATS PLAIDEURS INC.

**Klein Avocats Plaideurs Inc.**

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**NOTICE OF PRESENTATION**

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**TO:** Mes Claude Marseille, Ariane Bisailon and Matthew Millman-Pilon  
**Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l.**  
1 Place Ville Marie, Bureau 3000  
Montréal, Québec, H3B 4N8

Attorneys for the Defendants

Me Frikia Belogbi  
**Fonds d'aide aux actions collectives**  
Palais de justice de Montréal  
1 rue Notre-Dame Est, bureau 10.30  
Montréal, Québec, H2Y 1B6

Impleaded Party

**TAKE NOTICE** that the present *Application to approve a class action* will be presented before the Honourable Sylvain Lussier of the Superior Court of Québec, virtually, via Microsoft Teams ([Join Teams Meeting here](#)), on December 11 at 9:30 am.

**PLEASE ACT ACCORDINGLY.**

Montréal, November 27, 2020

KLEIN AVOCATS PLAIDEURS INC.  
**Klein Avocats Plaideurs Inc.**  
Attorneys for the Applicant

TRUE COPY

KLEIN AVOCATS PLAIDEURS INC.

**Klein Avocats Plaideurs Inc.**

**N° 500-06-001027-198**

**(Class Actions)**

**SUPERIOR COURT**

**PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**DANIELLE DALLAIRE**

**Applicant**

**v.**

**KOBE STEEL, LTD. ET AL.**

**Defendants**

**APPLICATION FOR APPROVAL  
OF A CLASS ACTION SETTLEMENT  
AND EXHIBITS P-1 to P-7**

**ORIGINAL**

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