Federal Court  Cour fédérale

**Date: 20221228**

**Docket: T-680-21**

**Citation No: 2022 FC 1796**

**Ottawa, Ontario, December 28, 2022**

**PRESENT: Justice Andrew D. Little**

**BETWEEN:**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1654**

**Plaintiff**

**and**

**TRI-CAN CONTRACT INCORPORATED, HARALAMBOS VLAHOPOULOS, 912547 ONTARIO INC., JOSE DE OLIVEIRA, LIDIO ROMANIN CONSTRUCTION COMPANY LIMITED O/A LAR MANAGEMENT, ANTHONY ROMANIN, CPL INTERIORS LTD., MOHAWK INDUSTRIES, INC., JANE SHACKLETON, 1082601 ONTARIO INC., SHAW INDUSTRIES GROUP, INC., SHAW CONTRACT FLOORING INSTALLATION SERVICES, INC., SHAW CONTRACT FLOORING SERVICES, INC., and VIFLOOR CANADA LTD., FUSIONCORP DEVELOPMENTS INC., FUSIONCORP CONSTRUCTION MANAGEMENT INC., FUSIONCORP GENERAL CONTRACTING INC., and WIKLEM DESIGN INC.**

**Defendants**

**REASONS FOR ORDER**

[1] By Notice of Motion filed on September 6, 2022, in this proposed class proceeding, the plaintiff seeks an Order approving a settlement agreement made with the defendant CPL Interiors Ltd. on certain terms, which include the dismissal of this action as against CPL Interiors.

[2] For the following reasons, I will approve the settlement agreement and the Order will be granted, substantially on the terms proposed by counsel.

[3] The Order will also reflect the outcome of two related motions, as discussed below.

## I. Events Leading to these Motions

### A. Allegations in the Amended Statement of Claim

[4] The plaintiff filed a Statement of Claim on April 27, 2021. As currently amended, it seeks an Order certifying this action as a class proceeding and appointing the plaintiff as a representative plaintiff for a proposed class. It seeks remedies arising from an alleged conspiracy by the defendants and unnamed co-conspirators contrary to Part VI of the *Competition Act*.

[5] Specifically, the Statement of Claim alleges that the defendants conspired, agreed, or arranged with each other to commit fraud and rig bids for condominium refurbishment services in the Greater Toronto Area, contrary to sections 45 and 47 of the *Competition Act*, starting as early as 2006. The plaintiff claims damages or compensation not exceeding $50 million for loss or damage suffered as a result of the alleged conduct, together with associated other relief.

### B. Certification for Settlement Purposes and Notices

[6] By Order dated May 31, 2022, the Court certified this preceding as a class proceeding as against CPL Interiors, on consent of CPL Interiors and for settlement purposes only.

[7] In the same Order, the Court also approved the short form, publication and long form notices of settlement approval hearing and a plan for the dissemination of those notices.

[8] The non-settling defendants took no position in respect of that Order.

## II. The Motion for Approval of the Settlement with CPL Interiors

[9] The Court heard this motion to approve the settlement on September 21, 2022. The plaintiff and CPL Interiors supported its approval. None of the defendants opposed it. No one else appeared nor filed any materials opposing it.

[10] Co-counsel for the plaintiff provided a supporting affidavit. In an essentially chronological fashion, the affidavit explains that counsel for CPL Interiors contacted plaintiff's counsel ("Class Counsel") soon after the Statement of Claim was filed to discuss a potential early resolution of the case. The affidavit describes efforts by Class Counsel to obtain information about the alleged conspiracy, the ongoing settlement discussions between counsel, and the factors that led to a financial quantum of $555,555 agreed in October 2021 and a Settlement Agreement executed on January 6, 2022 (the "Settlement Agreement").

[11] Among other exhibits to the affidavit is a Statement of Agreed Facts (the "Agreed Facts") associated with a guilty plea entered in January 2022 by CPL Interiors to a charge in the Ontario Superior Court of Justice. The charge was that between January 1, 2009 and December 31, 2014, in or around the Greater Toronto Area, CPL Interiors conspired with its competitors (who are named) and other persons, to fix the price and allocate customers for the supply of condominium refurbishment services, thereby committing the indictable offence of conspiracy contrary to section 45 of the *Competition Act*. I understand that CPL was fined approximately $762,000 and agreed to cooperate with the criminal prosecution.

## A. Legal Principles applicable to Class Action Settlement Approvals

[12] Rule 334.29(1) of the *Federal Courts Rules* requires that a class proceeding settlement be approved by the Court, and Rule 334.29(2) provides that, upon approval, a settlement binds every class or subclass member who has not opted out of or been excluded from the class proceeding.

[13] The legal principles for approving a class action settlement are well established. The central question is whether the proposed settlement is "fair, reasonable and in the best interests of the class as a whole": *Hébert v Wenham,* 2020 FCA 186 (Stratas JA), at para 9; *Lin v Airbnb, Inc.,* 2021 FC 1260, at para 21; *Bernlohr v Former Employees of Aveos Fleet Performance Inc.,* 2021 FC 113, at para 12; *Wenham v Canada (Attorney General),* 2020 FC 588 (*Wenham FC*), at para 48; *Manuge v Canada,* 2013 FC 341, [2014] 4 FCR 67, at para 56.

[14] Applying that test, the Federal Court has been guided by a non-exhaustive list of factors:

- The terms and conditions of the settlement;
- The likelihood of recovery or success;
- The expressions of support, and the number and nature of objections;
- The degree and nature of communications between class counsel and class members;
- The amount and nature of pre-trial activities including investigation, assessment of evidence and discovery;
- The future expense and likely duration of litigation;
- The presence of arm's length bargaining between the parties and the absence of collusion during negotiations;
- The recommendation and experience of class counsel; and
- Any other relevant factor or circumstance.

See e.g. *Lin*, at para 22; *Bernlohr*, at para 13; *Wenham FC*, at para 50. A similar list of factors is applied in provincial superior courts: see e.g. *Allott v Panasonic Corporation,* 2021 ONSC 1891, at paras 23-24; *Robinson v Medtronic, Inc.*, 2020 ONSC 1688, at paras 63-68; *Osmun v Cadbury Adams Canada Inc.*, 2010 ONSC 2643, at paras 31-32; *Coburn and Watson's Metropolitan Home v BMO Financial Group*, 2018 BCSC 1183, at paras 32-33 (appeal quashed: 2019 BCCA 308); *McKay v Air Canada*, 2015 BCSC 1874, at paras 8-9; *Gallant v The Roman Catholic Episcopal Corporation of Halifax*, 2022 NSSC 347, at para 8; *Tataskweyak Cree Nation et al. v Canada (A.G.)*, 2021 MBQB 275, at para 66.

[15] These factors are not applied mechanically. Not all factors need to be present, nor must they be given equal weight in a given case: *Wenham FC*, at para 49; *Osmun*, at para 33. Their weight will vary according to the circumstances and to the factual matrix of each proceeding: *Lin*, at para 22.

[16] Whether a settlement is fair, reasonable and in the best interests of the class as a whole is not judged against a standard of perfection or what the Court considers ideal. The legal test recognizes that settlements involve compromise: *McLean v Canada*, 2019 FC 1075, at paras 76-77. To be approved, the proposed settlement must fall within a zone or range of reasonableness: *Lin*, at para 23; *Bernlohr*, at para 14. That approach recognizes that resolution of litigation is not an exact science. A zone or range of reasonableness allows for a spectrum of possible resolutions, including a mix of terms negotiated between parties at arm's length. As stated in *Hébert*, at paragraph 9: "Settlements do not achieve the impossible. They are not perfect. They do not please all."

[17] The Court's assessment of a proposed settlement is a binary, take-it-or-leave it proposition. The settlement is either approved as a whole, or it is not. The Court is not permitted to change the settlement terms, impose additional terms or promote the interests of certain class members over those of the whole class: *Hébert*, at para 10; *Wenham FC*, at para 51; *Lin*, at para 23; *McLean*, at paras 68-69; *Manuge*, at para 19; *Osmun*, at para 24. In effect, the Court gives a measure of deference to the product of the parties' arm's-length negotiations as expressed in the terms of the settlement agreement: *Manuge*, at para 6.

[18] When a settlement is reached with one defendant and there are additional, non-settling defendants, some different considerations may arise in considering what is fair, reasonable and in the best interests of the class as a whole. In *Osmun*, at paragraph 36, Strathy J. (later CJ) made the following observations:

> In this case, the court is dealing with a partial settlement that resolves the plaintiffs' claims against two of the defendants but leaves three remaining defendants in the action. There are direct financial benefits from the settlement, in that there will be a significant monetary recovery for the class. In addition, securing the cooperation of Cadbury and ITWAL is an important and immeasurable non-pecuniary benefit. This would be significant in any case, but in a conspiracy action, where the allegation is that the defendants share a dark secret, obtaining the cooperation of two of the alleged conspirators to assist the plaintiff in pursuing the alleged co-conspirators is of inestimable value. Cooperation of non-settling defendants has been considered to be an important factor in other cases: [citations omitted].

[19] The cooperation of the first-settling defendant may be particularly important in the approval of a settlement with one of the conspirators: *Allott*, at paras 28, 33, citing *Nutech Brands Inc. v Air Canada*, 2009 CanLII 7095 (ON SC).

[20] In *Lin*, Justice Gascon held that the Court may take into account the three overall goals of class proceedings in Canada: access to justice, judicial economy and behaviour modification: *Lin*, at para 64.

### B. Discussion of the Approval Factors

[21] I turn now to the various factors that are material to the outcome of this motion.

*The Terms of the Settlement*

[22] In overview, the terms agreed between the plaintiff and CPL Interiors in the Settlement Agreement included:

**a) Financial Payment** by CPL Interiors, in the amount of $555,000;

**b) Information and Cooperation**

a) Evidence Proffer: CPL Interiors agreed to meet with counsel for the plaintiff (Class Counsel) to provide an evidentiary proffer. The proffer shall not exceed two business days, plus reasonable availability for follow-up questions. The information proffered is to be kept strictly confidential but may be used by Class Counsel in the prosecution of this proceeding against the non-settling defendants. (After the settlement was executed, but before approval, CPL Interiors also agreed to meet with Class Counsel to provide an oral outline of its anticipated evidentiary proffer);

b) Transaction Data (Sales and Costs): CPL Interiors agreed

i. to make its best efforts to produce to Class Counsel, by a specified date, any transactional sales data related to the Alleged Conduct;

ii. to make reasonable efforts to provide (subject to additional terms related to reasonableness) an estimate of its sales of condominium refurbishment services during the class, and reasonable assistance to Class Counsel in understanding its transactional sales data; and

iii. to consider in good faith any reasonable request for existing and reasonably accessible transactional cost data relating to the Alleged Conduct;

c. Document Production: CPL Interiors agreed to provide electronic copies of any documents, and any pre-existing and non-privileged electronic coding or metadata, that it produced or made available to a government entity (including the Competition Bureau) related to the Alleged Conduct. This is a continuing production obligation as additional documents are produced to a government entity.

d. Witnesses (for counsel and experts and at trial): CPL Interiors agreed

i. to make available up to five of its officers, directors and employees to provide information about Alleged Conduct in a personal interview with

Class Counsel and/or experts, not to exceed one business day (7 hours) per interviewee plus two hours for follow-up questions; and

ii. To use reasonable efforts to produce representatives in the Proceeding and at trial to prove CPL Interiors' transactional sales and costs data and other sales information, its documents and other information, provided under the Settlement Agreement.

"Alleged Conduct", as defined in the Settlement Agreement, "means committing fraud and participation in an unlawful conspiracy to fix, raise, maintain and/or stabilized prices and/or allocate customers through bid-rigging for condominium Refurbishment Services in the GTA during the Class Period", contrary to Part VI the *Competition Act.*

c) **Release**: the Settlement Agreement provides for a release and discharge of CPL Interiors and other Releasees from Released Claims (both as defined);

d) **Bar Order**: the Settlement Agreement provides that the Order of this Court approving the settlement shall include a bar on all claims for contribution, indemnity and other claims over by any of the non-settling defendants (among others), on specific terms that preserve the Court's authority to determine the proportionate liability of all defendants at a trial in this proceeding; and

e) **Dismissal of the Action** as against CPL Interiors, with prejudice and without costs.

*Quantum of Financial Compensation*

[23] Class counsel submitted that the settlement amount of approximately $555,000 was a reasonable compromise, representing approximately 10 percent of the impacted commerce won by CPL Interiors. The appendix to the Agreed Facts used for sentencing include a list of the condominium refurbishment projects affected by CPL Interiors' criminal conduct (including dollar amounts by contract and whether CPL Interior won the work).

[24] Counsel advised that the 10 percent figure was inspired in part by the base fine described by the Competition Bureau in its publication *Immunity and Leniency Programs under the Competition Act* (March 15, 2019). In that document, the Competition Bureau describes how it

arrives at a quantum for a fine that is recommended to public prosecutors for persons seeking leniency in relation to criminal conduct that may contravene the *Competition Act*: at paragraphs 123 and following. The Bureau estimates the "base fine" determined by the relevant volume of commerce and an estimation of economic harm. The Bureau also takes into account aggravating and mitigating factors, including the value of the leniency applicant's cooperation to the Bureau's investigation. In the absence of readily accessible compelling evidence demonstrative of a more appropriate measure of the overcharge cause by the criminal conduct, the Bureau uses a 20 percent proxy to arrive at the base fine, comprised of two components. Both are related to the volume of commerce affected by the impugned conduct. The first component is 10 percent of the affected volume of commerce in Canada "as a proxy for the overcharge from the cartel activity". The second component is 10 percent of the affected volume of commerce in Canada "for deterrence and to ensure that the fine is sufficiently large so that it does not represent a mere licensing fee or a cost of doing business": at para 127. The 10 percent proxy estimates the overcharge from cartel activity when there is no "compelling evidence" of the actual overcharge imposed by the cartel: at para 129.

[25] Class Counsel also referred to *Sheridan Chevrolet v Denso Corporation et al.,* 2018 ONSC 5576 to support the quantum of financial compensation in the Settlement Agreement. In that case, Belobaba J. compared the quantum of financial settlements with the presumed affected Canadian commerce (which was estimated based on relative sales of vehicles in the United States and Canada) or with the financial settlement paid in parallel class proceedings in the United States. Counsel in the present case submitted that no Federal Court settlement approval decision has considered the quantum of the financial compensation as a proportion of the

affected volume of commerce, although noted that Chief Justice Crampton discussed the affected volume of commerce during sentencing in *Canada v Maxzone Auto Parts (Canada) Corp.*, 2012 FC 1117, [2014] 1 FCR 871.

*Likelihood of recovery or success*

[26] Class Counsel referred to the arguments and positions exchanged between counsel during the negotiation of the Settlement Agreement, including that CPL Interiors could not pay a large money judgment. However, the plaintiff class could name its principals in their personal capacity in this proceeding and also seek to pierce the corporate veil if a judgment were obtained.

[27] Class Counsel also noted the Crown's sentencing submissions in the Ontario Superior Court advising that CPL Interiors was not a multinational corporation capable of paying a very large fine.

*Objections and Feedback from Class Members*

[28] Notice was given to the class in substantial compliance with this Court's Order dated May 31, 2022 (discussed below).

[29] Class Counsel received approximately 15 inquiries. No one objected and no one opted out.

*Expense and Duration of the Litigation*

[30] Class counsel advised that the financial compensation paid under the Settlement Agreement would be used to pay for expert advice and an expert report in this proceeding (discussed further below).

*Negotiation of the Settlement*

[31] Class Counsel submitted that the Settlement Agreement was negotiated at arm's length, over a period of approximately five months, and involved an exchange of information and positions by both parties, including in relation to the volume of commerce affected by CPL Interiors' conduct. The affidavit evidence supports these positions.

*Other Factors*

[32] Counsel made no specific submissions concerning access to justice, judicial economy and behavioural modification.

## C. Analysis and Conclusion

[33] I conclude that the proposed settlement is fair, reasonable and in the best interests of the class as a whole.

[34] For the plaintiff class, the settlement involves two principal components: (i) financial compensation, and (ii) information and cooperation. In exchange, CPL Interiors will obtain a release and dismissal of this proceeding, with prejudice. The proceeding continues against the non-settling defendants. These elements of this settlement are consistent with previous partial

settlements in proposed class proceedings claiming damages arising from alleged conduct under Part VI of the *Competition Act*.

[35] First, I am satisfied that the quantum of the financial payment to be made by CPL Interiors, in the amount of $555,000, is rational and justified. According to the Agreed Facts used in sentencing in the Ontario Superior Court, CPL Interiors was the successful bidder in 10 condominium refurbishment projects that were the subject of a conspiracy, with a value of approximately $5.55 million. The quantum of the proposed financial payment is satisfactory in the context of the information in the Agreed Facts, the other terms in the Settlement Agreement (discussed immediately below), CPL Interiors' status as the first defendant to settle and the early stage of this proceeding.

[36] To reach this finding, I considered the cited passages in the Competition Bureau's *Immunity and Leniency Programs* publication as an external touchstone for the agreed quantum, in the absence of any evidence of the estimated losses suffered by the class or of the amounts paid to settle parallel proceedings in another court. I recognize that a criminal punishment and a class action settlement share some objectives and that the criminal fine recommended to the Ontario Superior Court accounted for a higher volume of commerce (representing cartel activity in which CPL Interiors either won the work or did not win but participated). In my view, that does not cause the settlement to fall outside the zone of reasonableness in the present circumstances.

[37] Second, the Settlement Agreement provides access to material information and assistance to advance the interests of the class in this proceeding. The documents, data and information agreed by CPL Interiors to be provided, and the additional information it must consider in good faith to provide, would otherwise be difficult to obtain at an early stage and without the formal discovery process in this proceeding. Obtaining it all early on, and on a consensual and cooperative basis rather than through discovery, is of benefit to the class: *Osmun*, at para 36.

[38] According to the Agreed Facts used in sentencing in the Ontario Superior Court, CPL Interiors (and its principal employee, Mr. Ryan) contacted the Competition Bureau to seek leniency immediately after the Bureau executed search warrants on its premises. The documents to be produced to Class Counsel under the Settlement Agreement include at least those provided to the Competition Bureau at an early stage of its criminal investigation. The Agreed Facts indicate that the time period for the conspiracy was between January 1, 2006 and October 7, 2014. CPL Interiors became involved in August 2009 as the fourth conspirator. CPL Interiors was the sole source of information leading to the discovery of 9 of the 38 projects affected by the alleged criminal conspiracy. The information from CPL Interiors showed how customer allocation and the false bidding were done.

[39] The documents, data and other information will assist Class Counsel and experts to determine the path forward and the extent of the monetary claims to be made in this proceeding. It is reasonable to believe that the interviews of CPL Interiors personnel, particularly Mr. Ryan, will assist counsel and experts to understand how the alleged conspiracy occurred from the inside (at least from August 2009 onwards), and will provide an understanding of the documents, data

and other information provided. The documents, data and cooperation of knowledgeable personnel are important factors supporting approval of a partial settlement of this class proceeding.

[40] Third, I am satisfied on the record that the negotiations culminating in the Settlement Agreement were real, at arm's length and conducted by experienced counsel. In addition, Class Counsel has recommended the Settlement Agreement and the representative plaintiff, through its Board of Directors, approved its terms prior to its execution.

[41] Fourth, Class Counsel provided sufficient notice to the class members. No one has opted out or raised any objection.

[42] Finally, the terms of the Releases and the scope of the bar provision in this Court's Order are satisfactory. None of the non-settling defendants raised any concerns about the fairness of the proposed bar provisions. See the discussion in *Osmun*, at paragraphs 47 and following.

[43] For these reasons, the settlement with CPL Interiors is approved.

## III. Motion to Approve the Use of Settlement Funds

[44] Rule 334.4 of the *Federal Courts Rules* provides that no payments, including indirect payments, shall be made to a solicitor from the proceeds recovered in a class proceeding unless the payments are approved by a judge.

[45] The plaintiff seeks an Order permitting the settlement funds to be used to pay an expert. The plaintiff sought the Court's approval because the payment arguably constitutes an indirect indemnification of Class Counsel (for funds that would otherwise be dispersed and later reimbursed from settlement funds). The plaintiff submitted that the fairness and reasonableness of the requested disbursement was the appropriate factor to be considered.

[46] The following circumstances are also relevant:

a) The plaintiff advised that an expert report would likely be required to provide a methodology to calculate loss on a common basis for the purposes of certification.
b) The supporting affidavit advised that the present claim is a direct purchaser case only, as opposed to including indirect purchasers. Accordingly, the costs of the expert were expected to be more modest.
c) The notices to the class (as approved by the Court's May 31, 2022 Order) stated that the Court would be asked to approve an Order that the settlement amount be held in trust and dispersed to pay for anticipated expert fees.
d) No one raised an objection to this proposed use of the settlement funds.
e) Class Counsel will provide a full report on the use of funds in conjunction with any future settlement or request for fees, or at another appropriate time during the litigation.

[47] In this context, I will approve this proposed use of settlement funds. I am satisfied that expert advice is required to assist Class Counsel and the plaintiff to determine an appropriate and supportable basis for claiming losses that may be attributable to the non-settling defendants, and

the quantum of those losses (if any), for the claim under section 36 arising from alleged conspiratorial conduct under *Competition Act* sections 45 and 47. Expert advice and a report will affect both the substantive merits of the claim and the strategy of the plaintiff in this proceeding in the interests of the plaintiff class. The use of funds dovetails with the receipt of sales and costs data and probably other information to be received from CPL Interiors under the terms of the Settlement Agreement. The expert advice will also have an effect on future discovery and on possible settlement discussions with other defendants. It will have a clear benefit to the whole of the class in advancing the remaining claims towards resolution, whether by trial or by one or more additional settlements.

[48] The maximum quantum of possible expert fees is significant, but is not unrealistic for the claims at issue. While I also tend to agree with the plaintiff's submission that the proposed use of funds is in some respects a question of timing, I note that we do not know the quantum of expert fees in advance. The Court has not been asked to approve the quantum, only the use and disbursement of funds for this particular purpose. Alongside counsel's responsibilities, the Court retains a sufficient ongoing supervisory role to address any hypothetical concerns about the quantum of fees that could arise in the future.

[49] The use of these settlement funds for expert fees and disbursements is therefore approved.

## IV. Motion to Amend the Court's Order dated May 31, 2022

[50] Shortly before the hearing of the motion to approve the settlement, Class Counsel filed a Notice of Motion seeking to vary Schedule "E" of the Court's Order dated May 31, 2022.

[51] Schedule "E" required that a graphic linking to the publication notice be published for 60 days in a weekly email newsletter published by the Association of Condominium Managers of Ontario. The record indicates that the publication notice was published between June 1 and July 20, 2022, a period of 49 days rather than 60 days.

[52] In accordance with the Court's Order dated May 31, 2922, a publication notice was published on the website of the Condominium Managers of Ontario, an industry association of condominium managers and management providers. Short-form notices were distributed by mail to over 130 condominium corporations and 36 condominium management providers, to condominium corporations to which CPL Interiors provided refurbishment services during the relevant period, and to condominium management providers listed in the Agreed Facts.

[53] In this light, I am satisfied that 49 days (seven weeks) was sufficient time to provide this aspect of the necessary notice to the affected members of the proposed class in this proceeding..

[54] The Court's Order dated May 31, 2022 will be amended accordingly, *nunc pro tunc*.

## V. Order

[55] An Order approving the settlement and the use of settlement funds will issue concurrently with these Reasons, substantially in the form requested by Class Counsel, with minor changes discussed at the hearing. The Order will also amend this Court's Order dated May 31, 2022, as described above.

[56] Costs were not requested and none will be ordered.

"Andrew D. Little"
Judge

**FEDERAL COURT**

**SOLICITORS OF RECORD**

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| **DOCKET:** | T-680-21 |
| **STYLE OF CAUSE:** | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1654 v TRI-CAN CONTRACT INCROPORATED, HARALAMBOS VLAHOPOULOS, MOHAWK INDUSTRIES, INC., 912547 ONTARIO INC., JOSE DE OLIVEIRA, LIDIO ROMANIN CONSTRUCTION COMPANY LIMITED o/a LAR MANAGEMENT, ANTHONY ROMANIN, CPL INTERIORS LTD., JANE SHACKLETON, 1082601 ONTARION INC. and VIFLOOR CANADA LTD. |
| **PLACE OF HEARING:** | OTTAWA, ONTARIO (VIDEOCONFERENCE) |
| **DATE OF HEARING:** | SEPTEMBER 21, 2022 |
| **ORDER AND REASONS:** | A.D. LITTLE J. |
| **DATED:** | DECEMBER 28, 2022 |

**APPEARANCES:**

| | |
|---|---|
| Jean-Marc Leclerc, Chris Jaglowitz | FOR THE PLAINTIFF |
| Scott Kugler | FOR CPL INTERIORS LTD, DEFENDANT |
| William Rooney | FOR JANE SCHAKLETON, DEFENDANT |
| Rui Gao | FOR MOHAWK INDUSTRIES INC., DEFENDANT |
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| Brian Whitwham | FOR VIFLOOR CANADA LTD., DEFENDANT |
| Aj Freedman | FOR WIKLEM DESING, DEFENDANT |

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| Awal Deria | FOR JOSE DE OLIVEIRA AND 912547 ONTARIO INC., DEFENDANTS |
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| Alyssa Jagt | TRI-CAN CONTRACT INC AND HARALAMBOS VLAHOPOULS, DEFENDANTS |

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