

Federal Court



Cour fédérale

Date: 20110627

Docket: T-1276-10

Citation: 2011 FC 776

Ottawa, Ontario, June 27, 2011

PRESENT: The Honourable Mr. Justice Russell

BETWEEN:

**LOUIS VUITTON MALLETIER S.A.;
LOUIS VUITTON CANADA, INC. ;
BURBERRY LIMITED; and
BURBERRY CANADA INC.**

Plaintiffs

and

**SINGGA ENTERPRISES (CANADA) INC.,
LISA LAM and KENNY KO (ALSO KNOWN
AS WAI SHING LO and SHING WAI LO),
COLLECTIVELY DOING BUSINESS AS
SINGGA ENTERPRISES CANADA INC.;
YUN JAUN GUO (ALSO KNOWN AS
JESSIE GUO and YUN JUAN JESSIE GUO),
DOING BUSINESS AS CARNATION FASHION
COMPANY; and MONICA MAC
(ALSO KNOWN AS JIA XIN MAI MAC
and MONICA JIA XIN MAI MAC),
PABLO LIANG, REBECCA MAC and
GORDON CHAN (ALSO KNOWN AS
HUNG BING CHAN), COLLECTIVELY
DOING BUSINESS AS ALTEC
PRODUCTIONS**

Defendants

REASONS FOR JUDGMENT AND JUDGMENT

THE MOTION

[1] This is a motion by the Plaintiffs, Louis Vuitton Malletier S.A., Louis Vuitton Canada Inc., Burberry Limited, and Burberry Canada Inc., (collectively the Plaintiffs) for an Order on Summary Trial pursuant to Rule 216 of the *Federal Court Rules* for Judgment against the Defendants in the terms of the draft Judgment attached to the Plaintiffs' Notice of Motion as Schedule "A".

BACKGROUND

[2] None of the Defendants, with the exception of Guo (doing business as Carnation Fashion Company) has filed any materials in response to this motion or attempted to cross-examine any of the Plaintiffs' affiants on their affidavits.

[3] None of the Defendants, once again with the exception of Guo, attended the hearing of this matter. However, immediately prior to the hearing, defendant Ko, claiming to speak on behalf of himself, Lam and Singga Enterprises, wrote to the Court to request an indefinite adjournment of the hearing for alleged health and injury reasons. Nothing in Ko's request was substantiated, his communication with the Court were inconsistent, and evidence obtained by the Plaintiffs strongly suggested that Ko was not being entirely honest with the Court about his alleged injuries and their impact upon his ability to attend the hearing. In the end, the Court decided that Ko had not provided

sufficient explanation or substantiation to warrant an adjournment. In fact, the Court concluded that, on the eve of the hearing, Ko was attempting to thwart the proceedings by seeking an adjournment on grounds that he was not prepared to substantiate.

[4] At the commencement of the hearing on March 8, 2011, Mr. Tak Chan, a paralegal in Toronto, appeared before the Court and asked for an indefinite adjournment on behalf of M. Mac, Liang and Chan. Once again, nothing was presented to the Court to substantiate anything Mr. Tak Chan said or to explain why, given the history of this dispute and previous directions given to the Altec Defendants by the Court, these particular defendants had waited until the hearing to request an adjournment. As with Ko and Lam, no motion record or materials was filed and there was insufficient evidence before the Court to allow the Court to determine whether anything that was said as part of the request bore any relationship to reality. In the end, there was insufficient information and explanation to warrant an adjournment. All Defendants have been given ample time to file materials and to make themselves available. These defendants have simply ignored Court procedure and directions and have attempted at the last minute to derail the hearing for no reason that they have thought it worthwhile to substantiate. Consequently, no adjournment was granted and the hearing proceeded as scheduled.

[5] Guo is in a slightly different position from the other Defendants. She did not file a motion record but she did attend the hearing and filed some documents that she thought had relevance to her position. When she spoke at the hearing (through an interpreter) she readily conceded that she had engaged in infringing activities as alleged by the Plaintiffs, but she asked the Court to take into account various mitigating factors when assessing damages and costs against her.

[6] With the possible exception of Guo, the Plaintiffs' position in this motion and the Plaintiffs' evidence stands unchallenged. The Plaintiffs conceded that Guo's activities were not on a scale comparable to the other Defendants and that, in coming to the hearing, she had at least shown some respect for the proceedings and had taken seriously the allegations and the evidence presented by the Plaintiffs. The same cannot be said of the other Defendants.

[7] Because the Plaintiffs' position and evidence stands almost unchallenged, I will follow closely their methodical presentation of the facts and the law. My review of the evidentiary record reveals that they have stated the evidence accurately and that the conclusions they have asked the Court to draw are, if anything, decidedly on the conservative side. The evidence reveals that the Singga Defendants and the Altec Defendants are sophisticated operators and the evidence against them took a significant amount of time and resources to gather. It has to be reviewed in some detail in order to gauge the full extent of their infringing activities. I find the assessment of the situation as found in the evidence presented by the Plaintiffs to be fair and accurate. What the evidence reveals is as follows.

[8] The Plaintiff, Louis Vuitton Malletier S.A. ("Louis Vuitton"), is the owner of the trade-marks listed in Schedule A to the Statement of Claim, (the "Louis Vuitton Trade-marks"), which have been used by Louis Vuitton to identify Louis Vuitton products in Canada, since at least as early as the dates listed in Schedule A to the Statement of Claim. The Louis Vuitton Trade-marks have been registered, or applied for, in Canada by Louis Vuitton for use in association with the wares and services also listed in Schedule A to the Statement of Claim, and such registrations are valid and subsisting (with one application pending).

[9] The Louis Vuitton Trade-marks are and have been continuously used by Louis Vuitton in association with its products in Canada, and have never been abandoned.

[10] Louis Vuitton is the only authorized manufacturer and distributor of genuine products bearing the Louis Vuitton Trade-marks. Louis Vuitton exclusively sells Louis Vuitton products in Canada through its wholly owned subsidiary, the Plaintiff Louis Vuitton Canada Inc. (“Louis Vuitton Canada”).

[11] Louis Vuitton maintains strict quality control standards for all its products. Products bearing the Louis Vuitton Trade-marks convey, and are associated with, the highest standards and quality. All genuine Louis Vuitton products are inspected and approved by Louis Vuitton prior to distribution and sale, and are sold only through Louis Vuitton stores and Louis Vuitton boutiques within department stores, such as Holt Renfrew, or over the internet at the Louis Vuitton authorized web-site www.louisvuitton.com. There are only nine Louis Vuitton stores and/or boutiques in Canada.

[12] Louis Vuitton has established a well-known reputation and goodwill in the Louis Vuitton Trade-marks in Canada. As a result of the fame that the Louis Vuitton Trade-marks have achieved in this country, the goodwill associated with the Louis Vuitton Trade-marks is of significant value to Louis Vuitton and of fundamental importance to its overall business in Canada.

[13] Louis Vuitton also owns copyrights in the Multicolored Monogram Prints listed and shown in Schedule C to the Statement of Claim (the “Louis Vuitton Copyrighted Works”), including a

black version (the “Black Multicolour Monogram”) and a white version (the “White Multicolour Monogram”).

Business of the Burberry Plaintiffs

[14] The Plaintiff, Burberry Limited (“Burberry”), has continuously used in connection with its products a distinctive check trade-mark (the “BURBERRY CHECK”) since the 1920’s, the BURBERRY word mark since 1856, and the EQUESTRIAN KNIGHT DEVICE since 1901 (collectively, the “Burberry Trade-marks”). Burberry is the owner of the Burberry Trade-marks as listed in Schedule B to the Statement of Claim, which have been used by Burberry to identify Burberry products in Canada, since at least as early as the dates listed in Schedule B to the Statement of Claim. The Burberry Trade-marks have been applied for and registered in Canada by Burberry for use in association with the wares and services also listed in Schedule B to the Statement of Claim, and such registrations are valid and subsisting.

[15] The Burberry Trade-marks have been continuously and extensively used by Burberry in Canada in association with its products in Canada, and have never been abandoned.

[16] Burberry is the only authorized manufacturer and distributor of genuine products bearing the Burberry Trade-marks. Burberry Canada Inc. (“Burberry Canada”) is an authorized distributor of Burberry products in Canada.

[17] Burberry has direct control over the character and quality of the products and services associated with the Burberry Trade-marks. The Burberry Trade-marks inform the prospective customer that what he or she is about to purchase is made of the finest materials, is a product of the highest quality and workmanship, and is backed by a company that stands behind the high quality of its products. All genuine Burberry products are inspected and approved by Burberry prior to distribution and sale, and are sold only through Burberry stores and through speciality department stores, such as Holt Renfrew, Oglivy, W&J Wilson and Leone.

[18] Burberry has established a well-known reputation and goodwill in the Burberry Trade-marks in Canada. As a result of the fame that the Burberry Trade-marks have achieved in this country, the goodwill associated with the Burberry Trade-marks is of significant value to Burberry and of fundamental importance to its overall business throughout Canada.

The Defendants

[19] The Defendants Singga Enterprises (Canada) Inc. (the “Singga Corporation”), Lisa Lam (“Lam”) and Kenny Ko (“Ko”) (collectively, the “Singga Defendants”) operate a business (“Singga”) under the corporate and trade name Singga Enterprises Canada Inc.. The Singga Defendants offer for sale and sell fashion accessories through their physical warehouse located at the back alleyway entrance to 101 - 3373 Kingsway, Burnaby, BC, V5R 5K6 (the “Singga Warehouse”), and through their web sites at <singga.ca> and <singga.com>. The Singga Defendants represent to the public that the Singga business has warehouses and distribution capabilities across Canada, and carries on the activities outlined below on a cross-Canada basis.

[20] The Defendant Lam is, and at all material times has been, the sole officer and director of Singga Corporation. The Defendant Ko is, and at all material times has been, the principal in control of Singga Corporation. Both Lam and Ko have expressly directed, ordered, authorized, aided, and abetted the activities of Singga, and both have personally been involved in the activities of Singga, as shall be outlined in further detail below.

[21] The Defendants Monica Mac, aka Jia Xin Mai Mac and Monica Jia Xin Mai Mac (“M.Mac”), Pablo Liang (“Liang”), Rebecca Mac (“R.Mac”) and Gordon Chan aka Hung Bing Chan (“Chan”) (collectively, the “Altec Defendants”) operate a business, under the name Altec Productions (“Altec”), through their web sites at <altecproductions.com> and <aporder.com> and through their warehouse located at Unit 16 – 300 Don Park Road, Markham, Ontario, L3R 2V1 (along with a previous warehouse location in Markham, Ontario) (the “Altec Warehouse”). The Defendants M.Mac, Liang, R.Mac and Chan incorporated a company shortly before commencement of this action (2247283 Ontario Inc., doing business as Altec Productions, of which M.Mac is the sole named officer and director), but each of them has and continues to expressly direct, order, authorize, aide and abet the activities of Altec, and are all personally involved in the activities of Altec, as shall be outlined in further detail below. Altec is engaged in its activities on a cross-Canada basis, as shall also be outlined in further detail below.

[22] At least in or about 2009 and early 2010, Singga also directed potential customers to Altec for the purpose of purchasing large volumes of products in Ontario and Altec has paid Singga a commission for such sales.

[23] The Defendant Yun Juan Guo aka Jessie Guo (“Guo”) operates her business, under the business name Carnation Fashion Company (“Carnation”), from a retail store located at 101 - 3373 Kingsway, Burnaby, BC, V5R 5K6. The Defendant Guo represents Carnation as “Wholesalers and/or Manufacturers”. The Singga Warehouse is located directly behind Carnation.

[24] It is through the businesses as outlined above that the Defendants have carried out their infringing activities.

Activities of the Singga Defendants

[25] Starting at a time unknown to the Plaintiffs, but since at least as early as January 2008, the Singga Defendants have knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold counterfeit and infringing fashion accessories, specifically handbags, in Canada, bearing the Louis Vuitton Trade-marks and/or trade-marks likely to be confused with the Louis Vuitton Trade-marks (“Counterfeit and/or Infringing Louis Vuitton Items”), some of which bear unauthorized reproductions of the Louis Vuitton Copyrighted Works. Further, starting at a time unknown to the Plaintiffs, but since at least as early as June 2009, the Singga Defendants have knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold counterfeit and infringing fashion accessories, specifically handbags, in Canada, bearing the Burberry Trade-marks and/or trade-marks likely to be confused with the Burberry Trade-marks (“Counterfeit and/or Infringing Burberry Items”).

[26] Such activities of the Singga Defendants have been carried out over a sustained period of time, with full knowledge of the Plaintiffs' respective rights in and to the Louis Vuitton and Burberry Trade-marks and the Louis Vuitton Copyrighted Works. Their activities are large in scale, involving the manufacture and importation of bulk quantities of Counterfeit and/or Infringing Louis Vuitton and Counterfeit and/or Infringing Burberry Items (collectively, the "Counterfeit and/or Infringing Items"), and Canada-wide distribution, offer for sale and sale of such items.

[27] In or about September 2008, it came to Louis Vuitton's attention that the Singga Defendants were engaged in the sale of Counterfeit and/or Infringing Louis Vuitton Items. In July 2008, the Director of Civil Enforcement for North America at Louis Vuitton observed several handbags bearing trade-marks confusingly similar to some of the Louis Vuitton Trade-marks, at a store operating as "Les Boutiques Sieur De Champlain" in Québec (Québec), and proceeded to purchase two of such handbags. On approaching the owner of Les Boutiques Sieur De Champlain, Louis Vuitton was advised that such items had been supplied to the store by the Singga Defendants in or about January 2008. In an invoice to Les Boutiques Sieur De Champlain, the Singga Defendants listed the items in question using Louis Vuitton's famous LV trade-mark.

[28] On or about November 10, 2008 and January 12, 2009, printouts were obtained from the Singga Defendants' website at <singga.ca>, where the Singga Defendants were offering for sale handbags bearing trade-marks confusingly similar to one or more of the Louis Vuitton Trade-marks and some bearing substantial reproductions of the Louis Vuitton Copyrighted Works. The WhoIs CIRA information for <singga.ca> from September 2009 confirms that such domain name is, and

was since at least July 2007, owned and controlled by the Singga Corporation, with Ko as the administrative contact.

[29] In March 2009, an individual employed by the investigation company BCS Investigations arranged a meeting with Ko at the Singga Warehouse. On or about March 9, 2009, the investigator attended at the Singga Warehouse (along with another colleague employed by BCS Investigations). Handbags which bore the Louis Vuitton Trade-marks or trade-marks substantially similar to the Louis Vuitton Trade-marks were observed in the Singga Warehouse, none of which appeared to be authorized merchandise.

[30] A female in attendance at the Singga Warehouse introduced herself to the investigators as “Lisa” (subsequent investigations confirmed such individual to be the Defendant Lam), and began showing merchandise to the investigators, advising that “Kenny” would arrive soon. Lam produced a catalogue showing handbags bearing the Louis Vuitton Trade-marks, some with the Louis Vuitton Copyrighted Works, and other luxury branded goods. Lam advised the investigators that all products were from China, and that Singga had warehouses in Vancouver, Edmonton, Toronto and Halifax.

[31] Ko arrived at the Singga Warehouse with a woman who was introduced as his wife. Ko took over the meeting with the investigators, and provided information on bulk purchases and discounts, implying that he could fill orders for 200-300 items within 45 days by filling such orders in his factory. Ko offered to provide a catalogue (containing over 500 items) and samples of products.

[32] During the attendance at the Singga Warehouse on March 9, 2009, both Ko and Lam admitted to the investigators that the designer handbags in their catalogues were not real, and Ko implied that he attempted to get around trade-mark issues with brand names. Ko advised that he did business across Alberta to Nova Scotia, and attended trade shows in Toronto and Edmonton.

[33] On March 18, 2009, the same BCS investigator visited the Singga Warehouse, and Ko provided several sample handbags to the investigator, including two infringing handbags bearing trade-marks substantially similar to some of the Louis Vuitton Trade-marks. Singga's model numbers for the infringing handbags both included "LV" at the beginning.

[34] On May 25, 2009, the BCS investigator again attended at the Singga Warehouse to place an order. The investigator originally spoke with Ko's wife, who advised the investigator she should speak directly with Ko. The investigator subsequently placed a Purchase Order with Ko, which included two "LV" models for which the investigator had previously been provided samples, and Ko advised the models would be ordered. When the investigator asked Ko about the possibility of purchasing "look-a-likes", Ko advised that he carried Coach, Chanel, Guess, Louis Vuitton and Prada, and also explained to her how they got around Customs with manufacturing tricks on Chanel product. Ko advised that the investigator could send him a picture of look-a-like product, for which he would quote a price and then place an order in China, which would subsequently be delivered to Canada by air.

[35] When the investigator inquired specifically about "Louis Vuitton look-a-likes", Ko showed the investigator an alleged "real one", which was a high quality counterfeit handbag bearing one or

more of the Louis Vuitton Trade-marks. Ko warned the investigator that such a bag could not be displayed for selling, but sold only to people the investigator knew.

[36] On June 8, 2009, the BCS investigator re-attended the Singga Warehouse, along with a second investigator of BCS Investigations, who was introduced to Ko as a retailer who was interested in “look-a-like” designer handbags. Lam was in attendance at the Singga Warehouse, but only Ko dealt directly with the investigators.

[37] At the request to see “look-a-like” handbags, Ko showed the investigators some purses bearing Chanel and Guess trade-marks, again explaining how the Chanel CC trade-mark was created after bringing it across the border, and acknowledging that he used to import a lot more items three or four years ago, but that more recently it had been more difficult at the border, specifically for “Louis Vuitton” items. Other brand names, including Burberry, were seen in the Singga Warehouse, none of which appeared to be authentic. Ko refused to sell “look-a-like” Louis Vuitton handbags to the new BCS investigator, with whom he had not dealt previously.

[38] Ko met with the first BCS investigator (with whom he had previously had dealings) alone in his office, and provided her with a sample counterfeit handbag and cloth cover bag, bearing one or more of the Louis Vuitton Trade-marks. Ko also provided her with a CD catalogue of products available for purchase from Singga. The CD catalogue contained numerous offerings of counterfeit wallets and handbags bearing one or more of the Louis Vuitton Trade-marks. Ko instructed the investigator not to show either the counterfeit “Louis Vuitton” handbag or the CD/pictures to her colleague.

[39] While Ko met with the first BCS investigator, the second BCS investigator inspected half-way into the back of the Singga Warehouse, and observed approximately 10 to 15 handbags on a shelf bearing the Louis Vuitton Trade-marks or trade-marks substantially similar to the Louis Vuitton Trade-marks, none of which were genuine.

[40] On or about June 19, 2009, Burberry determined that Singga's website at <singga.ca> was offering for sale handbags bearing one or more of the Burberry Trade-marks. This website also continued to offer for sale handbags bearing trade-marks confusingly similar to one or more of the Louis Vuitton Trade-marks, with substantial reproductions of the Louis Vuitton Copyrighted Works.

[41] On June 22, 2009, the second BCS investigator re-attended the Singga Warehouse with another colleague. The investigator purchased nine handbags from Ko, including several "Louis Vuitton" and "Burberry" handbags, each of which bore one or more of the Louis Vuitton Trade-marks (including labels with Louis Vuitton's "LV" trade-mark), and/or trade-marks substantially similar thereto, or one or more of the Burberry Trade-marks. The handbags bearing the Burberry Trade-marks were hidden in the back of the warehouse in a box. Ko again dealt directly with the investigators, while Lam was present in the Singga Warehouse. Ko advised the investigators not to display the "look-a-likes".

[42] Ko agreed to provide the investigators a price quote for 500 purses, and that the minimum for such a bulk order would be 50. Ko indicated he could copy any style from the Louis Vuitton and Burberry websites and he just needed a photograph of the item to be sent to him. Ko advised the

investigators that he preferred the eastern market in Canada, including Alberta and Toronto, stating that he had 100 retail customers in Eastern Canada and 120 customers in Alberta. He also stated that he only sold the counterfeits to his “old customers”.

[43] The investigators requested the location of Singga’s warehouse in Alberta, and Ko gave them a piece of paper with the name “PRIME TIME”, and an address, written on it. Ko also invited the investigators to visit Singga’s booth at the Alberta Gift Show in Edmonton.

[44] An investigator from Price Langevin & Associates Inc. of Edmonton, Alberta, went to the 2009 Alberta Gift Show in Edmonton on August 18, 2009 and attended Singga’s booth. Ko was operating the booth. Ko advised the investigator that Singga can only distribute to Alberta and Ontario, and that they could not provide product in British Columbia.

[45] On October 29, 2009 an investigator from the investigation firm IPSA International attended the Singga Warehouse for a prearranged meeting with Ko. Ko took the investigator to an office in the Singga Warehouse, where the investigator observed a counterfeit handbag bearing one or more of the Burberry Trade-marks.

[46] The IPSA investigator inquired about the purchase of “name brand stuff, like LV, Gucci, Burberry, Prada”. Ko advised the investigator that there was a crackdown in China on LV and Burberry, but that he could get it from Guangzhou and confirmed that he could deliver 50-100 bags to Toronto. Ko also advised that he did not keep his bags in the store because it was “dangerous”, and also indicated that he did not trade with “white people”, as he was very cautious and has been

caught before. Ko also advised he sold a lot of Burberry before, and that he had previously received a warning letter from LV.

[47] On October 30, 2009, the IPSA investigator subsequently contacted Ko and sent an e-mail to Ko to place an order for 50 “Louis Vuitton” handbags and 50 “Burberry” handbags, which Ko had advised he could make available. Ko sent the investigator an e-mail on October 30, 2009 attaching screen captures from Louis Vuitton’s legitimate website, indicating that he could obtain such items for \$25/each.

[48] In mid-November, 2009, Ko ultimately advised the IPSA investigator that he could not fill the order, but directed the investigator to his friend in Toronto, M.Mac of Altec to fill the order locally in Toronto. Ko received a commission on the December 2009 to February 2010 sales of counterfeit items by Altec. The Defendant Liang confirmed that Ko contacted Altec to ensure that Ko would receive a commission prior to referring the IPSA investigator to Altec for the referral orders.

[49] In late February and early March, 2010, another investigator from IPSA e-mailed Singga at singga27@yahoo.ca, and corresponded with Lam about purchasing handbags for a new retail store. The investigator attended the Singga Warehouse on March 8, 2010 and met with Lam, as well as Ko and his wife. The investigator was shown a folder that contained several photographs of handbags, including approximately 20 photographs of counterfeit handbags bearing one or more of the Burberry Trade-marks. While Lam and Ko advised that they “no longer sell counterfeit products” and represented to the investigator that the handbags were “not Burberry” and were legal to sell,

Lam and Ko proceeded to sell the investigator two counterfeit handbags bearing one or more of the Burberry Trade-marks. At the same time, as outlined below, Counterfeit and/or Infringing Louis Vuitton Items were still being offered for sale by the Singga Defendants through <singga.ca>.

[50] Throughout the investigations conducted into the activities of the Singga Defendants, the Singga Defendants continued to offer for sale and sell Counterfeit and/or Infringing Louis Vuitton Items (including some bearing the Louis Vuitton Copyrighted Works) and Counterfeit and/or Infringing Burberry Items through their websites. Specifically, the Plaintiffs have produced evidence of the following instances of continued offers for sale (all subsequent to the first found instances of November 2008 for Louis Vuitton and June 2009 for Burberry and noted above):

a. For Louis Vuitton:

- i. on April 24, 2009, continued offer for sale through their website at <singga.ca>;
- ii. on September 16, 2009, continued offer for sale through their website at <singga.ca>;
- iii. on February 1, 2010, continued offer for sale through their website at <singga.ca>;
- iv. on March 26, 2010, continued offer for sale through their website at <singga.ca>; and
- v. on April 22, 2010, continued offer for sale through their website at <singga.ca>.

- b. For Burberry:
 - i. on September 16, 2009, continued offer for sale through their website at <singga.ca>;
 - ii. on January 28, 2010, continued offer for sale through their website at <singga.ca>; and
 - iii. on March 2, 2010, continued offer for sale through their website at <singga.com>.

[51] The WhoIs information for <singga.ca> and <singga.com> confirms Singga Corporation as the Registrant (with Ko as the administrative contact) for <singga.ca> (both as of September 2009 and July 2010), and Ko as the Registrant and administrative contact for <singga.com>.

[52] Further, between August 2009 and January 2010, several visits were made by investigators from Price Langevin & Associates Inc. to the business operating as “Prime Time”, a retail store located at Unit 1076 – 9499 137 Avenue, Edmonton, Alberta, which Ko had represented was Singga’s “Alberta Warehouse”. During such visits, Counterfeit and/or Infringing Items were observed and purchased. Specifically, the following observations and purchases were made:

- a. on August 13, 2009:
 - i. observation of approximately 45 counterfeit and infringing necklaces bearing the LV trade-mark and approximately 10 purses bearing one or more of the Louis Vuitton Trade-marks and/or substantially similar trade-marks;

- ii. observation of at least seven counterfeit purses bearing one or more of the Burberry Trade-marks;
 - iii. a purchase of three counterfeit necklaces bearing the LV trade-mark, and two counterfeit purses bearing the Louis Vuitton Trade-marks and/or substantially similar trade-marks; and
 - iv. a purchase of two counterfeit purses bearing one or more of the Burberry Trade-marks.
- b. on October 19, 2009:
- i. observation of approximately seven counterfeit handbags that bore one or more of the Burberry Trade-marks;
 - ii. observation of approximately six counterfeit and infringing handbags that bore one or more of the Louis Vuitton Trade-marks, or substantially similar trade-marks (which were represented to be “Louis Vuitton”);
 - iii. observation of counterfeit jewelry bearing one or more the Louis Vuitton Trade-marks;
 - iv. a purchase of one counterfeit handbag bearing the Burberry Trade-marks;
 - v. a purchase of one counterfeit handbag bearing the Louis Vuitton Trade-marks and/or trade-marks substantially similar to the Louis Vuitton Trade-marks.
- c. on January 21, 2010:
- i. observation of counterfeit and infringing jewelry and purses bearing the Louis Vuitton Trade-marks, and/or confusingly similar trade-marks;

- ii. observation of a counterfeit baseball cap bearing several of the Burberry Trade-marks; and
 - iii. a purchase of a counterfeit necklace bearing one or more of the Louis Vuitton Trade-marks.
- d. on January 29, 2010:
- i. a purchase of a counterfeit baseball cap (taken from behind the counter) bearing one or more of the Louis Vuitton Trade-marks; and
 - ii. a purchase of a counterfeit baseball cap bearing one or more of the Burberry Trade-marks.

[53] Prime Time, on several occasions, refused to provide a sales receipt for the counterfeit and infringing items being purchased, and at least one investigator attending “Prime Time” was told that the counterfeit merchandise was hard for Prime Time to come by. While the business license for Prime Time is owned by a different individual than the Singga Defendants, Ko represented such location as Singga’s warehouse in Alberta. Further, Prime Time was offering for sale and selling products similar to products observed at, and purchased from, the Singga Warehouse, evidencing the more than likely supply of counterfeit merchandise to Prime Time from Singga.

Activities of the Altec Defendants

[54] Since at least as early as August 2009, the Altec Defendants have knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold Counterfeit and/or Infringing

Louis Vuitton Items in Canada, and specifically counterfeit and infringing handbags, sunglasses, watches, key chains, wallets, necklaces, belts, hair clips, bracelets and earrings, including some bearing unauthorized reproductions of the Louis Vuitton Copyrighted Works. Further, since at least that time, the Altec Defendants have knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold Counterfeit and/or Infringing Burberry Items in Canada, and specifically counterfeit and infringing handbags, wallets, scarves, hair accessories, apparel and watches.

[55] Such activities of the Altec Defendants have been carried out over a sustained period of time (and continue to the present), with full knowledge of the Plaintiffs' respective rights in and to the Louis Vuitton and Burberry Trade-marks and the Louis Vuitton Copyrighted Works. Their activities are large in scale, involving the manufacture and importation of bulk quantities of Counterfeit and/or Infringing Items, and Canada-wide distribution, offer for sale and sale of such items.

[56] As noted above, an investigator from Price Langevin & Associates Inc. went to the 2009 Alberta Gift Show in Edmonton on August 18, 2009. In addition to attending Singga's booth, the investigator also attended a booth listed as "Altec Productions" offering for sale counterfeit purses bearing one or more of the Louis Vuitton Trade-marks and counterfeit purses bearing one or more of the Burberry Trade-marks.

[57] In November, 2009, Altec Productions was again brought to the attention of the Plaintiffs when, as outlined above, the Defendant Ko referred the IPSA investigator to a "friend" in Toronto to fill an order for 50 "Louis Vuitton" and 50 "Burberry" handbags. As a result of such referral, on

November 12, 2009, the IPSA investigator was contacted by phone by M.Mac from “Altec Productions Inc.” (“Altec”), and then received an email from M.Mac on November 13, 2009 indicating Altec’s website of <www.altecproductions.com/main.htm>. M.Mac advised the investigator by phone that she would be able to fill the order requested of Singga, but that the product would cost more because Altec would be paying a commission on the order to Ko.

[58] On December 8 and 9, 2009, through several telephone conversations, the IPSA investigator placed an order of 25 “Super A LV” handbags, in various styles. Inquiries were also made at the time about placing an order of 25 “Burberry” handbags. During the ordering process, M.Mac advised that the investigator could simply go to the “LV website” and tell her the model name for ordering. M.Mac also advised that the product would be coming from their factory in China, and that her partner “Gordon”, in China, would be contacting the investigator with the tracking number. During one of the telephone conversations, M.Mac assured the investigator that the shipment would not be searched by customs, and that they “have done it many times”, implying that the shipment would get through customs.

[59] On December 11, 2009, an investigator employed by Eagle Investigations posed as an assistant to the IPSA investigator, and attended the Altec Warehouse to pay for the order of “Louis Vuitton” merchandise. The Eagle investigator met with Liang and R. Mac at the Altec Warehouse, and paid Altec for 25 units of “Louis Vuitton” handbags, at a price of \$2,500 total.

[60] At the December 11, 2009 attendance at the Altec Warehouse by the Eagle investigator, the IPSA investigator was contacted by phone and discussed with Liang about “Burberry” samples; the

Eagle investigator was then shown a handbag bearing one or more of the Burberry Trade-marks and was also advised by Liang that Altec could provide exact replicas of “Burberry” handbags. The Eagle investigator was also given a sample counterfeit handbag bearing one or more of the Burberry Trade-marks. On December 14, 2009, the IPSA investigator followed up with Liang about the “Burberry” product, and was advised that M.Mac was in China ordering the “Burberry” product. The investigator confirmed that “regular quality” rather than “triple A” would be fine for such “Burberry” product.

[61] During the December 11, 2009 attendance at the Altec Warehouse, Liang represented Altec as the main source for these types of counterfeit goods, and that Altec attended gift shows in Alberta, Toronto and Vancouver. Liang was interested in starting a “supplier to supplier business” with the investigators. Liang advised that for larger quantities, the items would be sent over a period of time in smaller shipments to avoid being detected by customs. Liang also recommended that the investigator continue selling higher quality items, rather than cheap “knock-offs”, as such higher end products appealed to wealthier clients and brought in more money.

[62] In early January, 2010, the Altec Defendants shipped 25 counterfeit handbags bearing the Louis Vuitton Trade-marks, and some with the Louis Vuitton Copyrighted Works, to the investigators.

[63] On January 12, 2010, M.Mac sent an unsolicited e-mail to the investigator offering for sale various apparently counterfeit items including both “lv” (“awesome quality”) and “burberry” items.

[64] On February 7, 2010, the Eagle investigator again attended the Altec Warehouse (at its new location at Unit 16 – 300 Don Park Road, Markham, Ontario), and was shown several styles of counterfeit handbags bearing one or more of the Burberry Trade-marks, which were represented by Liang as being “A standard” quality. Liang proceeded to sell the investigator 25 counterfeit handbags bearing one or more of the Burberry Trade-marks, at a cost of \$750.

[65] Liang advised the investigator that another shipment would be arriving at the end of February, and then again at the beginning of March. Liang provided the investigator with a copy of the catalogue of goods sold by Altec, which included the offer for sale of numerous Counterfeit and/or Infringing Items.

[66] As noted previously, Ko received a commission for the above noted substantial sales of counterfeit items by Altec.

[67] On April 7, 2010, the IPSA investigator again contacted Liang, asking to purchase “Louis Vuitton” and “Burberry” product from Altec. Liang requested that the investigator review Altec’s web site at <altecproductions.com> and order product listed there. On April 14, 2010, an order was placed for two wallets bearing several of the Louis Vuitton Trade-marks and one of the Louis Vuitton Copyrighted Works, and one handbag bearing several of the Burberry Trade-marks. Such counterfeit items were shipped to the investigator by Liang on April 15, 2010.

[68] Altec’s distribution of counterfeit items was and is widespread. For example, a third party confirmed that it inadvertently purchased several counterfeit handbags bearing one or more of the

Burberry Trade-marks from Altec, through M.Mac, at the Alberta Gift Show in February 2010.

Altec also represented on several occasions that its distribution was cross-Canada.

[69] Throughout the above-noted investigations conducted into the activities of the Altec Defendants, the Altec Defendants offered for sale and sold Counterfeit and/or Infringing Louis Vuitton Items (including bearing the Louis Vuitton Copyrighted Works) and Counterfeit and/or Infringing Burberry Items through their website at <altecproductions.com>, with the Plaintiffs having evidence of the following instances of such offers for sale:

- a. for Louis Vuitton, on November 13, 2009, January 25 and 26, 2010, March 26, 2010 and July 14, 2010; and
- b. for Burberry, on November 13, 2009, January 20 and 29, 2010, March 25, 2010 and July 14, 2010.

[70] The WhoIs information from July, 2010 for <altecproductions.com> shows Altec as the Registrant and Chan as the administrative contact for the domain name.

[71] Subsequent to commencement of these proceedings, Altec registered a new domain name and began offering for sale and selling Counterfeit and/or Infringing Louis Vuitton Items (including bearing the Louis Vuitton Copyrighted Works) and Counterfeit and/or Infringing Burberry Items through their new website at <aporder.com>, with the Plaintiffs having evidence of such offers for sale on September 20, 2010 and December 8 and 9, 2010 (as well as January 11, 2011 and February, 2011).

[72] The domain name <aporder.com> was registered, under an anonymous registrant host, and on September 14, 2010, a short time after being served with the Statement of Claim on this proceeding, the Altec Defendants sent e-mails to existing clients advising of their website <aporder.com>. As late as December 7, 2010, Altec continued to direct customers to the website, which was said to have “new merchandise”.

[73] Subsequent investigations of Altec’s activities were carried out in late September and early October 2010 by another investigator employed by IPSA International. Liang originally advised he could sell “Louis Vuitton” and “Burberry” “knock-offs”, quoting a price and directing the investigator to Altec’s new website at <aporder.com> for product offerings. Liang advised the investigator that he supplied approximately five dollar stores in Calgary, who are all very happy with the product.

[74] In a telephone conversation of October 5, 2010, Liang advised he could deliver two “Louis Vuitton” products to the investigator within a week. In subsequent telephone conversations, when the investigator pushed for making the payment by money transfer, Liang advised that Altec only accepted credit cards and then said that they no longer had “Louis Vuitton” or “Burberry” in stock. He later admitted that perhaps in a couple of months or six months they would have product in.

[75] Notwithstanding these representations by Liang (and his suggestion during such conversations that their website had simply not been updated), the Altec Defendants’ continued and are continuing to offer for sale Counterfeit and/or Infringing Items through their web site at <aporder.com> (which had not been operational prior to commencement of this proceeding) , with

additional counterfeit and infringing items being added to the website since September 2010 (clearly evidencing updating of the website) and with clients continuing to be referred to such website.

[76] The Plaintiffs have also submitted additional evidence to show the continued offer for sale of Counterfeit and/or Infringing Items, including additional and different items (and infringing additional trade-marks owned by Louis Vuitton), by the Altec Defendants, after the Plaintiffs' evidence on this motion was served and filed in December 2010, through their website at <aporder.com> on at least January 11, 2011 and in February, 2011.

Activities of the Defendant Guo

[77] Since at least as early as January 2009, the Defendant Guo, through "Carnation", has knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold Counterfeit and/or Infringing Louis Vuitton Items in Canada, and specifically counterfeit and infringing handbags, purses, jewellery, dresses, scarves and belts, some of which bear unauthorized reproductions of the Louis Vuitton Copyrighted Works. Further, since at least as early as May 2009, the Defendant Guo, through Carnation, knowingly and wilfully manufactured, imported, advertised and/or offered for sale and sold Counterfeit and/or Infringing Burberry Items in Canada, and specifically counterfeit and infringing handbags and apparel.

[78] Such activities of Guo have been carried out with full knowledge of the Plaintiffs' respective rights in and to the Louis Vuitton and Burberry Trade-marks and the Louis Vuitton Copyrighted Works. Her activities have involved the importation of bulk quantities of Counterfeit and/or Infringing, involving warehousing and distribution, offer for sale and sale of such items.

[79] On or about January 23, 2009, an individual employed by BCS Investigations attended at Carnation, and observed several fashion accessories, including handbags, sunglasses and belts that bore exact copies of the Louis Vuitton Trade-marks and designs substantially similar to the Louis Vuitton Trade-marks, but which were not genuine Louis Vuitton merchandise. Some merchandise in the store was kept in a backroom that was located behind a curtain.

[80] On January 27, 2009, the BCS employee re-attended Carnation, and was shown a small purse, taken from the back room, that had LV and other of the Louis Vuitton Trade-marks on it, as well as observing approximately 20 more items that bore "LV" and other of the Louis Vuitton Trade-marks, and a few other items displaying trade-marks substantially similar to the Louis Vuitton Trade-marks, none of which were genuine. The Defendant Guo, who identified herself as "Jessie", was the clerk in the store and confirmed that the handbags were not real. The BCS investigator purchased two counterfeit handbags, one counterfeit change purse and a pair of counterfeit earrings all bearing one or more of the Louis Vuitton Trade-marks, including a substantial reproduction of the Black Multicolour Monogram. Louis Vuitton has confirmed that such products are in fact counterfeit.

[81] On May 25, 2009, the BCS employee again re-attended Carnation, where she observed a sundress, handbags, scarves, belts and jewelry, all bearing one or more of the Louis Vuitton Trade-marks, and/or trade-marks substantially similar to the Louis Vuitton Trade-marks, none of which appeared to be genuine. At that time, she also observed products bearing one or more of the Burberry Trade-marks, which also did not appear to be genuine.

[82] On January 22, 2010, an investigator employed by IPSA international attended Carnation. Guo, who later identified herself as the owner of the store to the IPSA investigator, took the IPSA investigator into a backroom, where numerous counterfeit handbags bearing one or more of the Louis Vuitton Trade-marks and numerous counterfeit handbags bearing one or more of the Burberry Trade-marks were observed. Such handbags were not displayed in the public area of the store. Guo advised the investigator that the handbags in the back room were generally “AA” quality (other than the “Burberry” handbags), and that she could obtain “triple A” quality handbags on order.

[83] Guo also showed the investigator several pieces of counterfeit jewelry, including jewelry bearing one or more of the Louis Vuitton Trade-marks, and two counterfeit handbags bearing the Louis Vuitton Copyrighted Works from the back room. Guo advised the investigator that she knew inventory would be arriving in May, and that she shipped items in large quantities to keep the shipping costs down.

[84] Guo proceeded to sell the investigator four counterfeit handbags and three counterfeit pieces of jewelry, each bearing one or more of the Louis Vuitton Trade-marks.

[85] On January 27, 2010, the investigator re-attended at Carnation and was again taken into the back room, where she was shown two counterfeit handbags bearing one or more of the Burberry Trade-marks, which Guo sold to the investigator. The investigator observed four counterfeit jackets bearing one or more of the Burberry Trade-marks offered for sale in the store.

[86] The evidence is inconclusive as to whether there is a business relationship between Carnation and Singga, in terms of the importation and sale of counterfeit and infringing items. Carnation is located in the Kingsway entrance of Unit 101 – 3373 Kingsway, Burnaby, BC. The Singga Warehouse is located directly behind it in the alley off of Kingsway. Both businesses represent themselves as manufacturers and wholesalers. Further, when BCS investigators attended the Singga Warehouse on June 8, 2009, Ko had a shipping box in his office with the name “Carnation Fashion” printed on it. Guo denies that there is any connection and, on the evidence presented, the Court must conclude that there is insufficient evidence to prove such a connection.

Counterfeit/Infringing Nature of Items

[87] Qualified representatives of both Louis Vuitton and Burberry have confirmed that all of the items evidenced by the various investigators’ affidavits, and on the Defendants’ various websites, are not legitimate Louis Vuitton or Burberry merchandise, and have further confirmed that the Defendants, and each of them, are not and have never been authorized by any of the Plaintiffs to manufacture, import, distribute, offer for sale, sell or otherwise deal in products bearing the Louis Vuitton Trade-marks, the Burberry Trade-marks and/or the Louis Vuitton Copyrighted Works.

The Current Proceedings

[88] This action was commenced by Statement of Claim issued August 5, 2010. On August 17, 2010, the Singga Corporation, Lam, Ko, Guo, M.Mac and Lang were all personally served with the Statement of Claim. It appears that the Defendants M.Mac and Liang provided the Statement of

Claim to the Defendants R.Mac and Chan, both of whom have subsequently participated in this proceeding in accordance with Rule 127(2).

[89] Each of the Defendants, including R.Mac and Chan, has filed a Statement of Defence. The validity of the Louis Vuitton Trade-marks, the Burberry Trade-marks and the Louis Vuitton Copyrighted Works is not disputed.

[90] The Plaintiffs have served their Affidavits of Documents on the Defendants. The Defendants Guo, Singga Corporation, Lam and Ko have served their respective Affidavits of Documents on the Plaintiffs. Since serving of the Notice of Motion and Plaintiffs' evidence on this motion on the Defendants, the Singga Defendants have also served supplementary Affidavits of Documents. Affidavits of Documents have not been served on the Plaintiffs by any of the Defendants M.Mac, Liang, R.Mac or Chan.

STATEMENT OF POINTS IN ISSUE

[91] The Plaintiffs submit that the following points are in issue in this application:

- a. whether, on the evidence before the Court, the Court is satisfied that there is sufficient evidence for adjudication on summary trial and whether it would not be unjust to decide the issues herein;
- b. whether the Defendants, and each of them, have infringed:
 - i. the Louis Vuitton Trade-marks;
 - ii. the Burberry Trade-marks; and/or

- iii. the Louis Vuitton Copyrighted Works;
- c. assuming infringement has been established, whether the Plaintiffs should be granted the relief as sought, including:
- i. injunctive relief against the infringing activity and delivery up or destruction of the infringing products;
 - ii. quantum of damages for infringement of the Louis Vuitton and Burberry Trade-marks;
 - iii. quantum of damages for infringement of the Louis Vuitton Copyrighted Works;
 - iv. punitive and exemplary damages, including quantum thereof; and
 - v. costs of this proceeding.

Summary Trial

[92] *Federal Courts Rules* 213 and 216 provide that a party may apply to the court for summary trial judgment in an action for which a defence has been filed but before the time and place for trial have been fixed.

[93] Rule 216(6) provides as follows:

If the Court is satisfied that there is sufficient evidence for adjudication, regardless of the amounts involved, the complexities of the issues and the existing of conflicting

Si la Cour est convaincue de la suffisance de la preuve pour trancher l'affaire, indépendamment des sommes en cause, de la complexité des questions en litige et de

evidence, the Court may grant judgment either generally or on an issue, unless the Court is of the opinion that it would be unjust to decide the issues on the motion.

l'existence d'une preuve contradictoire, elle peut rendre un jugement sur l'ensemble des questions ou sur une question en particulier à moins qu'elle ne soit d'avis qu'il serait injuste de trancher les questions en litige dans le cadre de la requête.

[94] The Regulatory Impact Analysis Statement (which can be used in interpreting the purpose and intended application of regulatory amendments) that accompanied the amendments to current Rules 213 and 216, confirms that the summary trial rules were modelled after Rule 18A of the *British Columbia Rules of Court*. This was done in order to allow the Court to dispose summarily of actions in a greater range of circumstances than previously allowed under prior *Federal Courts Rule* 216(3), which allowed for summary judgment only in matters where there was “no genuine issue for trial”, and had been judicially interpreted to prevent summary judgment where credibility was an issue, where the evidence was conflicting and/or where the outcome of the motion turned on the drawing of inferences. Hence, the British Columbia jurisprudence with respect to Rule 18A is instructive and may be persuasive in consideration of a motion for summary trial under Rule 216 of the *Federal Courts Rules*. See *Rules Amending the Federal Courts Rules (Summary Judgment and Summary Trial)*, S.O.R./2009-331, Regulatory Impact Analysis Statement, C. Gaz. 2009. II. 2603 – 2604; and *Bristol-Myers Squibb Co. v. Canada (Attorney General)*, 2005 SCC 26, [2005] 1 S.C.R. 533 at paragraphs 155 – 157.

[95] British Columbia jurisprudence confirms that the onus of proof on a summary trial application under Rule 18A is the same as at trial, that being that the party asserting the claim or

defence must prove it on a balance of probabilities. See *Miura v. Miura* (1992), 66 B.C.L.R. (2d) 345, 1992 Carswell 113 at paragraph 14 (C.A.).

[96] Further, the British Columbia Court of Appeal has confirmed that if the judge on a Rule 18A application can find the facts as he or she would upon a trial, the judge should give judgment, unless to do so would be unjust, regardless of complexity or conflicting evidence. In determining whether summary trial is appropriate, the court should consider factors such as the amount involved, the complexity of the matter, its urgency, any prejudice likely to arise by reason of delay, the cost of taking the case forward to a conventional trial in relation to the amount involved, the course of the proceedings and any other matters that arise for consideration. See *Inspiration Management Ltd. v McDermond St. Lawrence Ltd.* (1989), 36 B.C.L.R. (2d) 202, [1989] B.C.J. No. 1003 at paragraphs 48 and 53-57 (C.A.).

[97] The Federal Court has confirmed the application of such British Columbia jurisprudence to the consideration of summary trial applications. See *Wenzel Downhole Tools Ltd. v National-Oilwell Canada Ltd.* 2010 FC 966, 87 C.P.R. (4th) 412 at paragraph 34.

[98] In this case, it is my view that summary trial judgment is appropriate, having regard to all of the evidence and jurisprudence. The British Columbia Supreme Court has itself granted judgment on summary trial in cases of the manufacture, importation, distribution, sale and offer for sale of counterfeit goods, even in cases with multiple defendants, a complex fact pattern, numerous investigations and affidavits, and relatively large damages awards, thereby confirming the

appropriateness of doing so. See *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 42-48.

[99] *Federal Courts Rule* 216(4) also allows for an adverse inference to be drawn if a party fails to cross-examine on an affidavit or to file responding or rebuttal evidence on summary trial. In the present circumstances, none of the Defendants have chosen to cross-examine on any of the Plaintiffs' affidavits, nor have any of the Defendants filed their own responding or rebuttal evidence. The Court, therefore, draws an adverse inference against the Defendants with respect to each of the issues outlined herein.

The Defendants Have Infringed the Louis Vuitton and Burberry Trade-marks

[100] By virtue of their trade-mark registrations, Louis Vuitton and Burberry, respectively, have the exclusive right to advertise, distribute, offer for sale and sell fashion accessories and other merchandise in association with the Louis Vuitton and Burberry Trade-marks in Canada, to preclude others from using the Louis Vuitton and Burberry Trade-marks, or any other trade-marks, trade-names, words or designs likely to be confusing therewith and to prevent others from depreciating the value of the goodwill attaching to the Louis Vuitton and Burberry Trade-marks.

[101] Further, by virtue of their respective extensive reputations and goodwill in the Louis Vuitton and Burberry Trade-marks, Louis Vuitton and Burberry each have the respective right to prevent others from calling public attention to their wares and business in a manner that causes or is likely to cause confusion in Canada between their wares and business and the wares and business of Louis

Vuitton and Burberry, passing off their wares as and for those of Louis Vuitton and Burberry, or using a description, in association with fashion accessories and other merchandise, which is false in a material respect and which is of such a nature as to mislead the public as regards to the character, quality and/or composition of such wares. See *Trade-marks Act*, R.S.C. 1985, c. T-13, ss. 7(b), 7(c), and 7(d).

[102] My review of the evidence presented in this motion leads me to conclude that the Defendants, through their businesses Singga, Altec and Carnation, have, on many different occasions, and at least during the following periods, imported, advertised, offered for sale and/or sold counterfeit and infringing items bearing the Louis Vuitton Trade-marks:

- a. Singga – from January 2008 to April 2010;
- b. Altec – from August 2009 to the present; and
- c. Carnation – from January 2009 to January 2010.

[103] Further, I find that the Defendants, through their businesses Singga, Altec and Carnation, have, on many different occasions, and at least during the following periods, imported, advertised, offered for sale and/or sold counterfeit and infringing items bearing the Burberry Trade-marks:

- a. Singga – from June 2009 to March 2010;
- b. Altec – from August 2009 to the present; and
- c. Carnation – from June 2009 to January 2010.

[104] The evidence is clear that such counterfeit items sold by the Defendants, and each of them, are not, and have never been, authorized by any of the Plaintiffs. The Defendants are not and never

have been, authorized by the Plaintiffs to manufacture, import, distribute, offer for sale, sell or otherwise deal in any product bearing the Louis Vuitton Trade-marks or the Burberry Trade-marks.

[105] Given that the items sold by the Defendants bear trade-marks identical and/or confusingly similar to the Louis Vuitton and Burberry Trade-marks, I also find that the public may be led to believe that the counterfeit merchandise sold by the Defendants are authentic Louis Vuitton and Burberry merchandise, or that such items have been authorized, approved or manufactured by the Plaintiffs.

[106] The Defendants use of the Louis Vuitton and Burberry Trade-marks, as outlined above, is likely to cause confusion between the Defendants' wares and business and the wares and business of Louis Vuitton and Burberry.

[107] Further, the Defendants' sale of substantially inferior quality counterfeit Louis Vuitton and Burberry merchandise causes serious damage, and indeed irreparable harm, to the reputation and goodwill generated by the superior character and quality of the genuine Louis Vuitton and Burberry products bearing the Louis Vuitton and Burberry Trade-marks, respectively.

[108] I find that the activities of each of the Defendants are therefore contrary to the following statutory provisions:

- a. Section 19 of the *Trade-marks Act*, in that the Defendants have infringed the exclusive rights of Louis Vuitton in and to the Louis Vuitton Trade-marks and the exclusive rights of Burberry in and to the Burberry Trade-marks;

- b. Section 20 of the *Trade-marks Act*, in that the use that the Defendants make of the Louis Vuitton Trade-marks and Burberry Trade-marks is likely to lead the consuming public to believe or infer that the Defendants' wares originate from or are authorized by Louis Vuitton or Burberry, respectively, and is therefore deemed to have infringed Louis Vuitton and Burberry's exclusive rights in the Louis Vuitton Trade-marks and Burberry Trade-marks, respectively;
- c. Section 22 of the *Trade-marks Act*, in that the use that the Defendants make of the Louis Vuitton Trade-marks and Burberry Trade-marks is likely to have the effect of depreciating the value of the goodwill attaching thereto;
- d. Section 7(b) of the *Trade-marks Act*, in that the Defendants have also called public attention and continue to call public attention to their wares and business in a manner that causes or is likely to cause confusion in Canada between their wares and business and the wares and business of Louis Vuitton and Burberry;
- e. Section 7(c) of the *Trade-marks Act*, in that the Defendants have also passed off their wares as and for those of Louis Vuitton and Burberry; and
- f. Section 7(d) of the *Trade-marks Act*, in that the Defendants use and continue to use, in association with wares and services, a description which is false in a material respect and is of such a nature as to mislead the public as regards to the character, quality and composition of such wares and services.

The Defendants Have Infringed the Louis Vuitton Copyrighted Works

[109] Louis Vuitton, as the exclusive owner of the copyright in the Louis Vuitton Copyrighted Works, has the sole right to produce or reproduce the Louis Vuitton Copyrighted Works, or any substantial part thereof, in any material form whatever, and it is an infringement for any other person to make such production or reproduction. Further, it is an infringement for anyone other than Louis Vuitton to sell, possess for the purposes of selling and import into Canada for the purpose of selling, a copy of the Louis Vuitton Copyrighted Works, that such person knew or should have known infringes copyright or would infringe copyright if it had been made in Canada. See *Copyright Act*, R.S.C. 1985, c. C-42, ss. 3 and 27(2).

[110] On the evidence presented to me as part of this motion, I find that the Defendants, and each of them, through their businesses Singga, Altec and Carnation, have manufactured, imported, possessed (for the purpose of selling) and/or sold merchandise bearing at least one of the Louis Vuitton Copyrighted Works. Further, based on their actions and admissions as outlined above, each of the Defendants clearly knew, or should have known, that the items they were selling infringed copyright in the Louis Vuitton Copyrighted Works. None of the Defendants are, nor have ever been, authorized by the Louis Vuitton Plaintiffs to manufacture, import, distribute, offer for sale, sell or otherwise deal in any product bearing the Louis Vuitton Copyrighted Works.

[111] By virtue of their activities, the Defendants are therefore also each in violation of sections 3 and 27 of the *Copyright Act* and have infringed the rights of Louis Vuitton in and to the Louis Vuitton Copyrighted Works.

Liability for the Various Acts of Infringement

Singga

[112] I find that the Singga Defendants were all clearly involved in the activities of the Singga business, including through the Singga Warehouse and the websites operating at <singga.ca> and <singga.com>. While the Singga Defendants have in their Statements of Defence denied any involvement of Ko in the Singga business, the evidence clearly shows that Ko is the principal operator of the Singga business, particularly as it relates to the sale of counterfeit and infringing items through such business. The evidence also shows that Lam is directly involved in the operations of Singga, and also dealt in the supply of counterfeit and infringing goods.

[113] Although both Ko and Lam have attempted to hide behind the Singga Corporation, stating that all activities being carried out were by the Singga Corporation, a corporation cannot be used to shield an officer, or director, or a principal employee from liability, when the purpose of such individual was not merely to direct activities of the business in the ordinary course of that individual's relationship with the business, but instead, a deliberate, wilful and knowing pursuit of a course of conduct that was likely to constitute infringement or reflect an indifference to the risk of it. See *Mentmore Manufacturing Co. Ltd. v National Merchandising Manufacturing Co. Inc.* (1978), 89 D.L.R. (3d) 195, 40 C.P.R. (2d) 164 at 174 (F.C.A.), and *Visa International Service Association v Visa Motel Corporation*, 1 C.P.R. (3d) 109, [1983] B.C.J. No. 1670 at paragraphs 27, 29-30 (S.C.).

[114] The British Columbia Supreme Court has previously held in counterfeiting cases that a corporation will not be allowed to be used to shield officers, directors and principal employees from their actions in the wilful and knowing sale of counterfeit and infringing goods. See *Louis Vuitton Malletier S.A. et al. v. 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraph 45. I adopt and apply that authority in this Court.

[115] I find that Ko and Lam were both personally involved in the operation of the Singga business. They both engaged in an illegal course of conduct, namely manufacturing, importing, distributing, selling and offering for sale Counterfeit and/or Infringing Items, which is clearly outside the ordinary scope of any legitimate business that would be able to be run by the Singga Corporation; Ko and Lam are therefore liable for the activities taking place through Singga.

Altec

[116] I find that the Altec Defendants were all clearly involved in the activities of the Altec business, including through the Altec Warehouse and the websites operating at <altecproductions.com> and <aporder.com>.

[117] The Altec Defendants initially operated the Altec business as a partnership, with each of the Altec Defendants being personally involved in the manufacture, importation, distribution, sale and/or offer for sale of Counterfeit and/or Infringing Items.

[118] While the Altec Defendants did form a corporation in July 2010 to carry on the Altec business, this corporation cannot be used to shield any of the Altec Defendants from liability for their activities subsequent to such incorporation. The Altec Defendants continue to be personally involved in the operation of the Altec business, and each continues to engage in an illegal course of conduct, namely manufacturing, importing, distributing, selling and offering for sale Counterfeit and/or Infringing Items, which is clearly outside the ordinary scope of any legitimate business that would be able to be run by the new corporation. The Altec Defendants are therefore liable for the activities taking place since incorporation, as well as for the activities taking place prior to incorporation.

Altec/Singga Joint Liability

[119] I also find that the Singga Defendants and the Altec Defendants share liability for the activities of the Altec Defendants at least in so far as activities where the Singga Defendants were paid a commission, as outlined above.

Carnation

[120] The evidence before me shows that Guo is clearly the principal operator of Carnation, holding both the business name registration and being the individual personally responsible for the offer for sale and sale of the Counterfeit and/or Infringing Items, as well as the importation of such goods. At the hearing of this matter in Vancouver, Guo appeared and did not dispute her liability

except in so far as there was any connection between Carnation and the Singga Defendants and/or the Altec Defendants. Guo is therefore liable for the activities taking place at Carnation.

Entitlement to the Relief Requested

[121] Section 53.2 of the *Trade-marks Act* provides that, where a Court is satisfied that any act has been done contrary to the *Trade-marks Act*, it may make any order it considers appropriate, including an order providing for relief by way of injunction and the recovery of damages or profits and for the destruction or other disposition of any offending wares, packages, labels and advertising material and of any dies used in connection therewith. See *Trade-marks Act*, R.S.C. 1985, c. T-13, s. 53.2.

[122] Further, section 34 of the *Copyright Act* provides that, where copyright has been infringed, the owner of the copyright is entitled to all remedies by way of injunction, damages, accounts, delivery up and otherwise that are or may be conferred by law for the infringement of a right. Section 38 also allows an owner of the copyright to recover possession of all infringing copies of a work. See *Copyright Act*, R.S.C. 1985, c. C-42, ss. 34 and 38.

Declaratory Relief, Injunction, Destruction of Infringing Goods

[123] Given that the activities of at least the Altec Defendants are ongoing, and given the nature of and long standing activities of each of the Defendants involved, the Plaintiffs are entitled to declarations regarding validity and ownership, injunctive relief against the infringing activity and

delivery up or destruction of infringing goods as appropriate remedies under section 53.2 of the *Trade-marks Act* and sections 34 and 38 of the *Copyright Act*. See *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 49-52; and *Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509, 57 C.P.R. (4th) 204 at paragraphs 100-102 (T.D.)

Monetary Compensation - Damages and/or Profits

[124] The *Trade-marks Act* provides for an award of damages or profits in relation to infringing activities. The *Copyright Act* provides for an award of both damages and profits against an infringer of copyright, as well as for statutory damages, in the alternative, of no less than \$500 per infringed work and no more than \$20,000 per infringed work. See *Trade-marks Act*, R.S.C. 1985, c. T-13, s. 53.2; and *Copyright Act*, R.S.C. 1985, c. C-42, ss. 34 and 38.1.

[125] In relation to damages, a defendant is liable for all loss actually sustained by a plaintiff that is the natural and direct consequence of the unlawful acts of the defendant, including any loss of trade actually suffered by the plaintiff, either directly from the acts complained of or properly attributable thereto, that constitute an injury to the plaintiff's reputation, business, goodwill or trade. The court may apply ordinary business knowledge and common sense, and is entitled to consider that there cannot be deceptive trading without inflicting some measure of damage on the goodwill. See *Ragdoll Productions (UK) Ltd. v Jane Doe*, 2002 FCT 918, 21 C.P.R. (4th) 213 at paragraph 40.

[126] Difficulty in assessing damages or profits does not relieve the court from the duty of assessing them and doing the best it can. The court is entitled to draw inferences from the actions of the parties and the probable results that they would have. Once a plaintiff has proven infringement, if damages or profits cannot be estimated with exactitude, the best reasonable estimate must be made without being limited to nominal damages. See *Ragdoll Productions (UK) Ltd.*, above, at paragraphs 40-45; *Louis Vuitton Malletier S.A. v. Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 28; and *Louis Vuitton Malletier S.A. et al. v. 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 54-55.

Quantum of Damages/Profits for Trade-mark Infringement

[127] In situations such as the present, an accurate or even reasonably-close calculation of damages is very difficult. There are generally two aspects of damages to be considered in cases of trade-mark infringement. First, the depreciation of goodwill indirectly results in lost sales of legitimate merchandise bearing the Louis Vuitton or Burberry Trade-marks. While Canadian courts have held that it is self-evident that the sale of counterfeit goods results in a depreciation of the goodwill attaching to the brand-name trade-marks, quantifying the amount of such depreciation, if at all possible, would arguably require a substantially complete record. The second aspect of damages reflects the lost sales of the Plaintiffs due to the Defendants' activity that would have been made by the Plaintiffs, an aspect complicated by the possibility that, given the nature of the counterfeit business, someone who buys a "knock-off" would not necessarily have otherwise bought a genuine product. See *Louis Vuitton Malletier S.A. v. Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 30-31.

[128] The Plaintiffs have been unable to obtain any documentation from the Defendants in respect of the scope of their activities and their sale of Counterfeit and/or Infringing Items, notwithstanding the requirement that the Defendants produce such documents in accordance with the *Federal Courts Rules*. This further frustrates any possible assessment of damages. Such lack of documentation and information also makes it very difficult to quantify profits of the Defendants, even were the Plaintiffs prepared to elect profits as a possible alternative to the significant damages suffered from the Defendants sale of Counterfeit and/or Infringing Items.

[129] The Federal Court has in the past applied a scale for the quantification of damages in cases concerning counterfeit goods where business records of infringing sales are not available. In a decision from 1997 (*Nike Canada Ltd. v Holdstart Design Ltd. et al.*, T-1951085 (F.C.T.D.), unreported), it was held that damages per plaintiff could be quantified under certain circumstances in the amount of \$3,000 where the defendants were operating from temporary premises such as flea markets, \$6,000 where the defendants were operating from conventional retail premises, and \$24,000 where the defendants were manufacturers and distributors of counterfeit goods. This scaled quantum of damages has been applied in cases that generally relate to the execution of an *Anton Piller* order where a one time attendance and seizure of counterfeit goods took place. See *Ragdoll Productions (UK) Ltd.*, above, at paragraph 48-52; *Oakley Inc. v. Jane Doe* (2000), 193 F.T.R. 42, 8 C.P.R. (4th) 506 at paragraph 3.

[130] Canadian courts have recently held that the nominal \$6,000 or \$24,000 damage awards should be recalculated to allow for inflation since 1997 (for example, \$6,000 to \$7,250 and \$24,000 to \$29,000 in 2006), with the exact adjusted amount depending on the year(s) in which the

infringing activity took place. See *Louis Vuitton Malletier S.A. v. Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 43; and *Louis Vuitton Malletier S.A. et al. v. 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 59-60.

[131] The \$3,000, \$6,000 or \$24,000 award of damages is designed to reflect damages based on a *single* instance of infringement evidenced by the seizure in an *Anton Piller* order. Where a defendant is engaged in continuous and blatantly recidivist activities over a period of time, as is the case in the present instance, it has been recognized that such activities warrant a much higher award of damages than in the case of a one time execution of an *Anton Piller* order. Where the evidence shows, as it does here, activities continuing over a period of time, and involving importation from a factor in China and national distribution of bulk, repeated orders, damages need to be considered on a much higher level.

[132] The Federal Court and British Columbia Supreme Court have both recognized the need to allow for a higher calculation of damages in situations of recidivist counterfeiting activities over a period of time. Therefore, where there is evidence of more than a single attendance at the location in question, and it can be shown that a defendant engaged in the complained of activities over a period of time, the Courts in Canada have allowed that the “nominal damages” *Anton Piller* award needs to be calculated on a “per instance of infringement” or, where the evidence is available, “per inventory turnover”. See *Louis Vuitton Malletier S.A. v. Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 43; and *Louis Vuitton Malletier S.A. et al. v. 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 59-60 and 65-67.

[133] In *Louis Vuitton Malletier S.A., et al. v Lin Pi-Chu Yang et al.*, the plaintiffs were able to present evidence of six instances where counterfeit merchandise had been delivered-up, purchased or viewed at the defendants' business, over a period of 1 1/2 years, and the Federal Court applied the *Anton Piller* order scale of damages to each of those 6 instances in an effort to reflect the ongoing damages that would have been suffered by the plaintiffs. In *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.* (2008 BCSC 799), the plaintiffs were able to present evidence of frequency of inventory turnover, over a period of years, and the British Columbia Supreme Court applied the *Anton Piller* order scale of damages to each of those inventory turnovers in an effort to reflect the ongoing damages to the Plaintiffs in those circumstances. See *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 43-44; and *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 67-72.

[134] Additionally, Canadian courts have held that in circumstances involving counterfeit activities by a defendant in which the intellectual property rights of multiple plaintiffs' have been infringed, each plaintiff is entitled to damages, as a defendant would be liable for damages to each plaintiff if each plaintiff enforced its rights individually. There is no reason to limit damage awards merely because multiple plaintiffs advanced their claims in one action. Applying such damages to each plaintiff is available in the case of a joint action brought by a trade-mark owner and its licensee/distributor, to reflect damages suffered by both the trade-mark owner and the licensee/distributor. See *Oakley Inc. v Jane Doe* (2000), 193 F.T.R. 42, 8 C.P.R. (4th) 506 at paragraphs 12-13; *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th)

362 at paragraph 43; and *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 67 and 72.

[135] In the present case, given the difficulty in assessing damages that has been compounded by the Defendants' failure and/or inability to disclose any of their accounting records relating to the product in question, I am of the view that the basic principles of damages assessment as applied by the Federal Court in *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, and by the British Columbia Supreme Court in *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, are applicable.

[136] The Singga Defendants and Altec Defendants are each manufacturers, importers and distributors of the Counterfeit and/or Infringing Items, with distribution on a cross-Canada basis, and the Defendant Guo is manufacturer, importer and distributor of the Counterfeit and/or Infringing Items. Such activities have been carried out knowingly and wilfully by the Defendants. Therefore, the appropriate base of damages for the each of these groups of Defendants is the importer/manufacturer level. Taking into account inflation based on the Bank of Canada statistics, \$24,000 is equivalent to approximately \$30,384.11 in 2009. As most of the recorded infringing activities took place in 2009/2010, I find that the appropriate damages calculation in this matter should take into account this inflation, and a base of \$30,000 should be applied to each of the groups of Defendants.

[137] Moreover, there are four Plaintiffs in this matter:

- a. Louis Vuitton, the owner of the Louis Vuitton Trade-marks and the Louis Vuitton Copyrighted Works;
- b. Louis Vuitton Canada, the exclusive distributor of authentic Louis Vuitton merchandise in Canada;
- c. Burberry, the owner of the Burberry Trade-marks; and
- d. Burberry Canada, an authorized distributor of authentic Burberry merchandise in Canada;

[138] Each Plaintiff has suffered damages due to the activities of the Defendants and so should be entitled to recovery of damages in accordance with the “nominal” damages scale. See *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 43; and *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 67 and 72.

[139] The extent of the counterfeit and infringing activities of the Defendants is unknown to the Plaintiffs, though such activities have been conducted continuously through the dates noted above. Such activities have included the manufacture and importation from factories in China and cross-Canada distribution, as well as large scale bulk distribution.

Singga Defendants:

[140] For the Singga Defendants, the Louis Vuitton Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Louis Vuitton Merchandise:

<u>Date</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
January 30, 2008	A sale of several items to a third party retail store in Quebec City.	Pantalony Affidavit, paragraphs 5-9, Exhibits A through E; PR, V. 5, Tab 12.
November 10, 2008	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit C; PR, V. 1, Tab 10.
January 12, 2009	The offer for sale on their website of several items.	Jobson Affidavit, paragraph 11, Exhibit AK; PR, V. 8, Tab 26.
March 9 and 18, 2009	The offer for sale (including bulk orders) and a purchase of sample items from the Singga Warehouse.	West Affidavit, paragraph 19, Exhibit E; PR, V. 6, Tab 14.
April 24, 2009	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit D; PR, V. 1, Tab 10.
May 25, 2009	A purchase of several items, and the offer for sale and purchase of other items from the Singga Warehouse.	West Affidavit, paragraphs 21-22, and Exhibit G; PR, V. 6, Tab 14.
June 8, 2009	Observations and purchases of several items, and the offer for sale of a large quantity of items through a CD-Rom catalogue.	West Affidavit, paragraphs 29-32, and Exhibit H; PR, V. 6, Tab 14. Gagnon Affidavit, paragraph 10, Exhibits B and C; PR, V. 6, Tab 15.
June 19, 2009	The offer for sale on their website of several items.	Roth Affidavit, paragraph 17, Exhibit B; PR, V. 4, Tab 11. Chasques Affidavit, paragraphs 19-20; PR, V. 1, Tab 10.
June 22, 2009	A purchase of items, and the offer for sale (including for bulk orders).	Gagnon Affidavit, paragraphs 11, 14, and 18, Exhibit F; PR, V. 6, Tab 15.
October 2009	The offer for sale of a large quantity of items.	Cheng Affidavit, paragraphs 8 and 9, Exhibits C and D; PR, V. 6, Tab 21.
January 2010	A purchase of large quantity of	Cheng Affidavit, paragraphs

	items from the Altec Defendants, for which the Singga Defendants received a commission.	8, 10, 11, and 14, Exhibits E and F; PR, V. 6, Tab 21. Fong Affidavit, paragraphs 6, 7, and 12; PR, V. 7, Tab 22.
February 1, 2010	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit E; PR, V. 1, Tab 10.
March 2, 2010	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit F; PR, V. 1, Tab 10.
March 26, 2010	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit G; PR, V. 1, Tab 10.
April 22, 2010	The offer for sale on their website of several items.	Chasques Affidavit, paragraph 16, Exhibit H; PR, V. 1, Tab 10.
August 2009, October 2009 and January 2010	Numerous purchases in from the business Prime Time held out to be the Singga Defendants' "Alberta warehouse" and from whom the Singga Defendants suggested purchasing Counterfeit and/or Infringing Louis Vuitton Merchandise.	Plourde Affidavit, paragraphs 1, 3, 5, and 6, Exhibit C; PR, V. 6, Tab 18. Hills Affidavit, paragraphs 1, and 4-7, Exhibits A, and C; PR, V. 6, Tab 19. Ewaniuk Affidavit, paragraphs 1, and 7-9, Exhibits D through F; PR, V. 6, Tab 17. Grilo Affidavit, paragraphs 1, and 3-5, Exhibits A and B; PR, V. 6, Tab 20.

[141] With respect to the Counterfeit and/or Infringing Louis Vuitton Merchandise imported, distributed, offered for sale and sold by the Singga Defendants, a conservative estimate of "instances" of infringement, as has been calculated in the prior case law, is five instances (plus one instance on the commissioned sale as jointly liable with the Altec Defendants), and accordingly the Singga Defendants shall be liable for at least five instances of infringement, at \$30,000 an instance, to each of the Louis Vuitton Plaintiffs, plus jointly liable (as outlined further below) for at least one instance of infringement by the Altec Defendants.

[142] For the Singga Defendants, the Burberry Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Burberry Merchandise:

<u>Date</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
June 8, 2009	Observations of items.	Gagnon Affidavit, paragraph 6; PR, V. 6, Tab 15.
June 19, 2009	The offer for sale on their website of several items.	Roth Affidavit, paragraph 17, Exhibit B; PR, V. 4, Tab 11.
June 22, 2009	A purchase of items, and the offer for sale (including for bulk orders).	Gagnon Affidavit, paragraphs 11, 14, and 18, Exhibit F; PR, V. 6, Tab 15.
October 29, 2009	An observation of an item.	Cheng Affidavit, paragraph 5-6, Exhibit A; PR, V. 6, Tab 21.
October 29, 2009	The offer for sale of a large quantity of items.	Cheng Affidavit, paragraph 8; PR, V. 6, Tab 21.
January 28, 2010	The offer for sale on their website of several items.	Roth Affidavit, paragraph 17, Exhibit C; PR, V. 4, Tab 11.
February 2010	A purchase of large quantity of items from the Altec Defendants for which the Singga Defendants received a commission.	Cheng Affidavit, paragraphs 8, 10, 11, 15, and 16, Exhibits E and F; PR, V. 6, Tab 21. Fong Affidavit, paragraphs 12, 21 and 24, Exhibits H and I; PR, V. 7, Tab 22.
March 2, 2010	The offer for sale on their website of several items.	Roth Affidavit, paragraph 17, Exhibit D; PR, V. 4, Tab 11.
March 8, 2010	The offer for sale in a catalogue and a purchase of several items.	Leung Affidavit, paragraphs 17-19; PR, V. 7, Tab 23;
August 2009, October 2009 and January 2010	Numerous purchases in from the business Prime Time held out to be the Singga Defendants' "Alberta warehouse" and from whom the Singga Defendants suggested purchasing Counterfeit and/or Infringing Burberry Merchandise.	Hills Affidavit, paragraphs 1, 3-4, and 6-7, Exhibits A and B; PR, V. 6, Tab 19. Ewaniuk Affidavit, paragraphs 1, 7, and 8, Exhibit D; PR, V. 6, Tab 17. Grilo Affidavit, paragraphs 1, and 3-5, Exhibits A and B; PR, V. 6, Tab 20. Plourde Affidavit, paragraphs 1, 3, 5, and 7, Exhibit D; PR, V. 6, Tab 18.

[143] With respect to the Counterfeit and/or Infringing Burberry Merchandise imported, distributed, offered for sale and sold by the Singga Defendants, a conservative estimate of

“instances” of infringement, as has been calculated in the prior case law, is three instances (plus one instance on the commissioned sale as jointly liable with the Altec Defendants), and accordingly the Singga Defendants are liable for at least three instances of infringement, at \$30,000 an instance, to each of the Burberry Plaintiffs, plus jointly liable (as outlined further below) for at least one instance of infringement by the Altec Defendants.

Altec Defendants:

[144] For the Altec Defendants, the Louis Vuitton Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Louis Vuitton Merchandise:

<u>Date</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
August 18, 2009	The offer for sale of numerous items at the Alberta Gift Show.	Ewaniuk Affidavit, paragraphs 1, 3, and 6. Exhibit C; PR, V. 6, Tab 17.
November 13, 2009	The offer for sale on their website of numerous items.	Chasques Affidavit, paragraph 17, Exhibit I; PR, V. 1, Tab 10.
December 2009/January 2010	A purchase of 25 high quality counterfeit items (with commission paid to the Singga Defendants).	Cheng Affidavit, paragraphs 8, 10, 11, and 14, Exhibits E and F; PR, V. 6, Tab 21. Fong Affidavit, paragraphs 6, 7, 9, and 12; PR, V. 7, Tab 22.
January 12, 2010	An offer for sale of items via unsolicited e-mail.	Cheng Affidavit, paragraph 19, Exhibit J; PR, V. 6, Tab 21.
January 25 and January 26, 2010;	The offer for sale on their website of numerous items.	Chasques Affidavit, paragraph 17, Exhibit J; PR, V. 1, Tab 10.
February 2010	The offer for sale of numerous items in a physical catalogue.	Fong Affidavit, paragraphs 25 and 26, Exhibit J; PR, V. 7, Tab 22.
March 26, 2010	The offer for sale on their website of numerous items.	Chasques Affidavit, paragraph 17, Exhibit K; PR, V. 2, Tab 10.
April 2010	The purchase of two wallets.	Cheng Affidavit, paragraphs 20-22, Exhibits K through M;

		PR, V. 6, Tab 21. Roth Affidavit, paragraph 20, Exhibit J; PR, V. 4, Tab 11
July 14, 2010	The offer for sale on their website of numerous items.	Chasques Affidavit, paragraph 22; PR, V. 1, Tab 10.
September 14, 2010	An offer for sale of items via unsolicited e-mail.	Johnson Affidavit, paragraph 7, Exhibit E; PR, V. 5, Tab 13.
September 20, 2010	The offer for sale on their website (at new domain name) of numerous items.	Chasques Affidavit, paragraph 17, Exhibit L; PR, V. 2, Tab 10.
September to October, 2010	The offer for sale of numerous items.	Viswanathan Affidavit, paragraphs 4-8; PR, V. 7, Tab 24.
December 7, 2010	An offer for sale of items via unsolicited e-mail.	Johnson Affidavit, paragraph 8, Exhibit F; PR, V. 5, Tab 13.
December 8, 2010	The offer for sale on their website (at new domain name) of numerous items.	Chasques Affidavit, paragraph 17, Exhibit M; PR, V. 2, Tab 10.
January 11, 2011	The offer for sale on their website (at new domain name) of numerous items.	Affidavit of Nathalie Chasgues #2, sworn March 2, 2011, paragraphs 6 and 7, Exhibit B.
February 16, 2011	The offer for sale on their website (at new domain name) of numerous items.	Affidavit of Nathalie Chasgues #2, paragraphs 6 and 7, Exhibit C.

[145] For the Altec Defendants, the Burberry Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Burberry Merchandise:

<u>Date:</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
August 18, 2009	The offer for sale of numerous items at the Alberta Gift Show.	Ewaniuk Affidavit, paragraphs 1, 3, and 6. Exhibit C; PR, V. 6, Tab 17.
November 13, 2009	The offer for sale on their website of numerous items.	Chasques Affidavit, paragraph 17, Exhibit I; PR, V. 1, Tab 10; Roth Affidavit, paragraph 24; PR, V. 4, Tab 11.
December 2009 to February 2010	A purchase of 25 high quality counterfeit items (with commission paid to the Singga	Cheng Affidavit, paragraphs 8, 10, 11, 15, and 16, Exhibits E and F; PR, V. 6, Tab 21.

	Defendants).	Fong Affidavit, paragraphs 12, 21 and 24, Exhibits H and I; PR, V. 7, Tab 22.
January 12, 2010	An offer for sale of items via unsolicited e-mail.	Cheng Affidavit, paragraph 19, Exhibit J; PR, V. 6, Tab 21.
January 20, 2010	The offer for sale on their website of numerous items.	Roth Affidavit, paragraph 20, Exhibit G; PR, V. 4, Tab 11.
January 29, 2010	The offer for sale on their website of numerous items.	Roth Affidavit, paragraph 20, Exhibit H; PR, V. 4, Tab 11.
February 2010	The offer for sale of numerous items in a physical catalogue.	Fong Affidavit, paragraphs 25 and 26, Exhibit J; PR, V. 7, Tab 22.
February 25, 2010	A sale of numerous items to a third party retail store in Calgary.	Johnson Affidavit, paragraphs 4-6, Exhibits A through D; PR, V. 5, Tab 13.

March 25, 2010	The offer for sale on their website of numerous items.	Roth Affidavit, paragraph 20, Exhibit I; PR, V. 4, Tab 11.
April 2010	The purchase of a handbag.	Cheng Affidavit, paragraph 20-22, Exhibits K through M; PR, V. 6, Tab 21.
July 14, 2010	The offer for sale on their website of numerous items.	Roth Affidavit, paragraph 20, Exhibit J; PR, V. 4, Tab 11.
September 14, 2010	An offer for sale of items via unsolicited e-mail.	Johnson Affidavit, paragraph 7, Exhibit E; PR, V. 5, Tab 13.
September 20, 2010	The offer for sale on their website (at new domain name) of numerous items.	Roth Affidavit, paragraph 20, Exhibit K; PR, V. 4, Tab 11.
September to October, 2010.	The offer for sale of numerous items.	Viswanathan Affidavit, paragraphs 4-8; PR, V. 7, Tab 24.
December 9, 2010	The offer for sale on their website (at new domain name) of numerous items.	Roth Affidavit, paragraph 20, Exhibit L; PR, V. 4, Tab 11.
January 11, 2011	The offer for sale on their website (at new domain name) of numerous items.	Affidavit of Melissa Roth #2, paragraphs 3 and 4, Exhibit A
February, 2011	The offer for sale on their website (at new domain name) of numerous items.	Affidavit of Melissa Roth #2, paragraphs 3 and 4, Exhibit A

[146] With respect to both the Counterfeit and/or Infringing Louis Vuitton Merchandise and the Counterfeit and/or Infringing Burberry Merchandise being manufactured in China, and then imported, distributed, offered for sale and sold by the Altec Defendants, the evidence suggests a high level of importation and inventory turn-over, with the Altec Defendants having advised investigators of shipments coming into their warehouse on at least a monthly basis. This evidence against the Altec Defendants warrants an award of damages on an inventory turn-over basis rather than simply a per instance of infringement. A conservative estimate of such inventory turn-over, based on the evidence available, is *at least* every two months, though it is likely higher. Therefore, based on activities extending from at least August 2009 to December 2011, a conservative estimate of inventory turn-over during that time frame is at least nine turn-overs (more with the Plaintiffs' evidence obtained since filing of this motion). Accordingly the Altec Defendants are liable for at least nine turn-overs of inventory, at \$30,000 a turn-over, to each of the Louis Vuitton and Burberry Plaintiffs.

Joint Liability of Singga and Altec Defendants

[147] I also find that the Singga Defendants are jointly liable for at least one of the Altec Defendants inventory turn-overs, in view of the arrangement for a commission being paid on the Singga Defendants on large purchases of both Counterfeit and/or Infringing Louis Vuitton Merchandise and the Counterfeit and/or Infringing Burberry Merchandise.

The Defendant Guo:

[148] For the Defendant Guo, the Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Louis Vuitton Merchandise:

<u>Date:</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
January 23, 2009	Observations of items.	West Affidavit, paragraph 3; PR, V. 6, Tab 14.
January 27, 2009	Observations of more than 20 items and purchases.	West Affidavit, paragraphs 4-6, Exhibits A and B; PR, V. 6, Tab 14.
May 25, 2009	Observations of several items.	West Affidavit, paragraph 8; PR, V. 6, Tab 14.
January 22, 2010	Observations of several items and purchases.	Leung Affidavit, paragraphs 3-6, Exhibit A; PR, V. 7, Tab 23

[149] With respect to the Counterfeit and/or Infringing Louis Vuitton Merchandise imported, distributed, offered for sale and sold by the Defendant Guo, a conservative estimate of “instances” of infringement, as has been calculated in the prior case law, is three instances, and accordingly the Defendant Guo should liable for at least three instances of infringement, at \$30,000 an instance, to each of the Louis Vuitton Plaintiffs.

[150] For the Defendant Guo, the Plaintiffs have provided evidence of the following specific instances relating to Counterfeit and/or Infringing Burberry Merchandise:

<u>Date:</u>	<u>Instance:</u>	<u>Evidence Citation:</u>
May 25, 2009	Observations of several items.	West Affidavit, paragraph 8; PR, V. 6, Tab 14.
January 27, 2010	Observations of several items and purchases.	Leung Affidavit, paragraphs 11-13, Exhibits D and E; PR, V. 7, Tab 23.

[151] With respect to the Counterfeit and/or Infringing Burberry Merchandise imported, distributed, offered for sale and sold by the Defendant Guo, a conservative estimate of “instances” of infringement, as has been calculated in the prior case law, is two instances, and accordingly the Defendant Guo should be liable for at least two instances of infringement, at \$30,000 an instance, to each of the Burberry Plaintiffs.

Summary of Damages Liabilities:

[152] Applying these instances and turn-over figures to each of the Defendants, the Court finds that each group of Defendants has the following liabilities to each of the Plaintiffs as noted, for trade-mark infringement:

- a. Singga Defendants:
 - i. \$150,000 to each of the Louis Vuitton Plaintiffs (5 instances x \$30,000);
 - ii. \$90,000 to each of the Burberry Plaintiffs (3 instances x \$30,000);
- b. Altec Defendants:
 - i. \$240,000 to each of the Louis Vuitton Plaintiffs (8 turn-overs [9 less the joint liability with Singga turn-over] x \$30,000);
 - ii. \$240,000 to each of the Burberry Plaintiffs (8 turn-overs [9 less the joint liability with Singga turn-over] x \$30,000);
- c. Singga Defendants and Altec Defendants (jointly and severally for the activities of the Altec Defendants for which the Singga Defendants received a commission):
 - i. \$30,000 to each of the Louis Vuitton Plaintiffs (1 turn-over x \$30,000);

- ii. \$30,000 to each of the Burberry Plaintiffs (1 turn-over x \$30,000);

- d. Defendant Guo:
 - i. \$90,000 to each of the Louis Vuitton Plaintiffs (3 instances x \$30,000 each); and
 - ii. \$60,000 to each of the Burberry Plaintiffs (2 instances x \$30,000 each).

[153] Having found that each Plaintiff is entitled to recovery of its damages based on the Anton Piller order scale, the total compensatory damages for trade-mark infringement should be awarded as follows:

- a. against the Singga Defendants, and each of them jointly and severally:
 - i. \$300,000 to the Louis Vuitton Plaintiffs (5 instances x 2 plaintiffs);
 - ii. \$180,000 to the Burberry Plaintiffs (3 instances x 2 plaintiffs);

- b. against the Altec Defendants, and each of them jointly and severally:
 - i. \$480,000 to the Louis Vuitton Plaintiffs (8 turn-overs x 2 plaintiffs);
 - ii. \$480,000 to the Burberry Plaintiffs (8 turn-overs x 2 plaintiffs);

- c. against the Singga Defendants and Altec Defendants, and each of them jointly and severally (for the commissioned activities):
 - i. \$60,000 to the Louis Vuitton Plaintiffs;
 - ii. \$60,000 to the Burberry Plaintiffs;

- d. against the Defendant Guo:
 - i. \$180,000 to the Louis Vuitton Plaintiffs; and
 - ii. \$120,000 to the Burberry Plaintiffs;

Damages for Copyright Infringement

[154] In addition to the damages or profits awarded for the Defendants' infringement of the Plaintiffs rights under the *Trade-marks Act*, Louis Vuitton is entitled to recovery of damages and profits in relation to infringement by each of the groups of Defendants, and, in this regard, the Plaintiffs seek statutory damages. See *Copyright Act*, R.S.C. 1985, c. C-42, s. 38.1.

[155] Statutory damages for copyright infringement are awarded on a scale from \$500 to \$20,000 per work infringed. In exercising its discretion, the Court is required to consider all relevant factors, including:

- a. Good or bad faith;
- b. The conduct of the parties before and during the proceedings; and
- c. The need to deter other infringements of the copyrights in question.

See *Copyright Act*, R.S.C. 1985, c. C-42, s. 38.1; *Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509, 57 C.P.R. (4th) 204 at paragraph 106; *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 19; and *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraph 74.

[156] Where minimum statutory damages are grossly out of proportion with the probable profits of the infringer, in the sense that they are much lower than the probable profits, the Court should award a higher amount. See *Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509, 57 C.P.R. (4th) 204 at paragraphs 110-112.

[157] Damages should be awarded on the high end of the scale where the conduct of the defendants, both before and during the proceedings, is dismissive of law and order and demonstrates a necessity for deterring future infringements. See *Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509, 57 C.P.R. (4th) 204 at paragraph 13; and *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 21-25.

[158] The need for deterrence in awarding statutory damages is important. There is a need for deterrence where, as in the present case, a defendant ignores the Court process while continuing the counterfeit activities complained of. See *Telewizja Polsat S.A. v Radiopol Inc.*, 2006 FC 584, 52 C.P.R. (4th) 445 at paragraph 50; and *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraph 25.

[159] The activities of the Defendants, and each of them, have been wilful and knowing, and entirely in bad faith. These Defendants have treated with disrespect the process of this Court in this proceeding, and at least the Altec Defendants continue to engage in blatant recidivist counterfeit activities. Given their ongoing actions, there is a clear need to deter the activities of the Defendants from continuing, and their actions are entirely dismissive of law and order.

[160] Each group of Defendants (Singga Defendants, Altec Defendants and Guo) has infringed copyright in each of the two Copyrighted works. Accordingly, the Court finds that statutory damages in the amount of \$20,000, per each of the Louis Vuitton Copyrighted Works infringement, is appropriate, for a total of \$40,000 per group of Defendants.

Total Compensatory Damages

[161] The Court finds that the Plaintiffs are entitled to the following total compensatory damages for trade-mark and copyright infringement, against each group of tort feasons:

- a. against the Singga Defendants, and each of them jointly and severally:
 - i. \$340,000 to the Louis Vuitton Plaintiffs;
 - ii. \$180,000 to the Burberry Plaintiffs;

- b. against the Altec Defendants, and each of them jointly and severally:
 - i. \$520,000 to the Louis Vuitton Plaintiffs;
 - ii. \$480,000 to the Burberry Plaintiffs

- c. additionally against the Singga Defendants and Altec Defendants, and all of them jointly and severally:
 - i. \$60,000 to the Louis Vuitton Plaintiffs;
 - ii. \$60,000 to the Burberry Plaintiffs;

- d. against the Defendant Guo:
 - i. \$220,000 to the Louis Vuitton Plaintiffs;
 - ii. \$120,000 to the Burberry Plaintiffs;

Punitive and Exemplary Damages

[162] Additionally, the Court finds that the Plaintiffs are entitled to punitive and exemplary damages as against each of the Defendants.

[163] Punitive damages are awarded when a party's conduct has been malicious, oppressive and high-handed, offends the court's sense of decency, and represents a marked departure from ordinary standards of decent behaviour. See *Whiten v Pilot Insurance Co.*, 2002 SCC 18, [2002] 1 S.C.R. 595, at paragraph 36.

[164] Punitive damages are awarded if all other penalties have been taken into account and found to be inadequate to accomplish the objectives of retribution, deterrence, and denunciation. See *Whiten v Pilot Insurance Co.*, 2002 SCC 18, [2002] 1 S.C.R. 595, at paragraph 123.

[165] The Supreme Court of Canada has recognized that it is rational to use punitive damages to relieve a wrongdoer of its profit where compensatory damages would amount to nothing more than a licence fee to earn greater profits through outrageous disregard of the rights of others. See *Whiten*, above, at paragraph 72.

[166] The need for denunciation is augmented when conduct is more reprehensible. The Supreme Court of Canada has set out factors that inform the inquiry into a defendant's blameworthiness.

These are:

- a. whether the misconduct was planned and deliberate;
- b. the intent and motive of the defendant;
- c. whether the defendant persisted in the outrageous conduct over a lengthy period of time;
- d. whether the defendant concealed or attempted to cover up its misconduct;
- e. the defendant's awareness that what he or she was doing was wrong;
- f. whether the defendant profited from its misconduct; and
- g. whether the interest violated by the misconduct was known to be deeply personal to the plaintiff or a thing that was irreplaceable.

See *Whiten*, above, at paragraph 112-113.

[167] The courts in Canada have recognized the egregious and outrageous nature of activities involving counterfeit goods. As discussed by the British Columbia Provincial Court in the criminal counterfeiting case of *R. v. Lau*:

This is theft. Mr. Neeman is correct; it is widespread practice and because of that, some people perhaps may not look at it as one would regard theft of other items. But the concept of intellectual property is a very important one in our society. Intellectual property protects creativity. It protects original ideas and creates property in those ideas, enabling people who come up with those ideas to be rewarded for being able to originate and create. That concept is very important in the evolution and progress of our society. Indeed what differentiates a progressive society or a society with a higher standard of living from other societies is the level of original thinking, creativity and inventiveness. There is a societal interest involved here which, in my view, is very important. In my view, this kind of theft constitutes a very serious offence, more serious than a theft of some other material or property because it strikes at the heart

of what differentiates a progressive, creative society from one that is not. [emphasis added]

[168] Punitive and exemplary damages have been awarded in cases of trade-mark and copyright infringement where, for example, the defendant's conduct was "outrageous" or "highly reprehensible", or where the defendant's actions constituted a callous disregard for the rights of the Plaintiff or for injunctions granted by the court. Similarly, having little regard for the legal process and requiring the plaintiff to expend additional time and money in enforcing its rights, can also be taken into account in granting an award of punitive and exemplary damages. See *Microsoft Corporation v 9038-3746 Quebec Inc.*, 2006 FC 1509, 57 C.P.R. (4th) 204 at paragraphs 119-120; *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 48-51; *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraph 86; *Nintendo of America Inc. et al. v COMPC Canada Trading Inc.*, (22 September 2009) Vancouver S082517 at paragraphs 37-38 (BCSC); *Pro Arts, Inc. v Campus Crafts Holdings Ltd.* (1980), 10 B.L.R. 1, 28 O.R. (2d) 422, 50 C.P.R. (2d) 230 at 250-252 (On.H.C.); *Society of Composers, Authors and Music Publishers of Canada v 728859 Alberta Ltd.* (2000), 6 C.P.R. (4th) 354 at paragraphs 19-24 (F.C.).

[169] An award of punitive and exemplary damages ought to be substantial enough to get the attention of the defendants. See *Evocation Publishing Corp. v Hamilton*, 2002 BCSC 1797, 24 C.P.R. (4th) 52 at paragraph 9.

[170] In the present case, the Court finds that the activities of each of the Defendants are egregious and require an award of punitive and exemplary damages to be awarded against each of them.

[171] Based on their representations, the Singga Defendants and Altec Defendants appear to have been offering for sale and selling Counterfeit and/or Infringing Items over a sustained period of time. Their activities are also large in scale, involving the manufacture, importation, distribution, offer for sale and sale of bulk quantities of Counterfeit and/or Infringing Items. In the case of Guo, she also appears to have been offering for sale and selling Counterfeit and/or Infringing Items over a sustained period of time, but she at least showed up for the hearing, attempted to negotiate a settlement and fully acknowledged she had been wrong to appropriate the Plaintiffs' intellectual property rights. Also, it would seem that although she has been infringing the Plaintiffs' right for some time, the volume and range of her activities is not as heavy or as extensive as the Singga Defendants and the Altec Defendants. Guo gave me the impression that she may have learned her lesson and she expressed contrition for her past conduct. However, the evidence shows that Guo imports counterfeit goods from China and her on-line advertising suggests she is engaged in wholesale and manufacturing.

[172] Further, all of the Defendants' previous and ongoing actions are clearly knowing, planned and deliberate, and have been conducted with full knowledge of the Plaintiffs' rights in and to the Louis Vuitton and Burberry Trade-marks, respectively. At the hearing of this matter, the Defendant Guo acknowledged her infringing activities and did not deny the alleged breaches of the Plaintiffs' rights. All she could say in mitigation was that she did not know that what she was doing was so "serious" because she has only been in Canada for 11 years, her English is not good, and she is not familiar with the laws of Canada. Guo obviously knew, however, that what she was doing was wrong, and yet she kept on doing it for several years and simply hoped that she would not be found out. The clandestine nature of her activities confirms this. There is no real excuse. She was perfectly

happy to go on doing what she knew was wrong in order to make money at the expense of the Plaintiffs' rights. Although she appears not to have operated on the same scale as the other defendants, Guo has been part of the same culture of impunity that acts in complete contempt of the intellectual property rights of others and who earn significant sums of money as a result.

[173] The Defendants have also attempted to deliberately conceal or cover up their wrong-doings, avoiding dealing with unknown individuals, obscuring domain name ownership and switching websites, and/or hiding such goods from view of the public or anyone entering their premises.

[174] The Altec Defendants have also continued to import, distribute, offer for sale and/or sell Counterfeit and/or Infringing Items, through a newly formed website to which they continue to direct their customers, after commencement of this proceeding and after the Plaintiffs brought their motion for summary trial.

[175] There can be no question that the recidivist actions of the Defendants in infringing the Plaintiffs' rights in the Louis Vuitton Trade-marks, the Louis Vuitton Copyrighted Works and the Burberry Trade-marks were and are deliberate and knowing, and evidences a complete lack of regard for the laws of Canada, the process of this Court, and the intellectual property rights of Louis Vuitton and Burberry.

[176] The Defendants have also acted in the present proceeding in a manner that has resulted in additional costs to the Plaintiffs, by filing Statements of Defence, and then forcing delay in respect of the present application for summary trial (only minimally participating in the present

proceeding), and failing to provide adequate, or in the case of the Altec Defendants any, documentary discovery. Such a blatant disregard for the Court process also supports an award of punitive and exemplary damages.

[177] The fact that the Defendants were not previously put on notice by the Plaintiffs of their infringing activities does not, in my view, alleviate the need of the Court to award punitive and exemplary damages to denounce the prior wilful, knowing and recidivist activities of the Defendants, particularly in view of the scope of such activities in this case. In the decision of *Louis Vuitton Malletier S.A. v 486353 B.C. Ltd. et al.*, 2008 BCSC 1418, the British Columbia Supreme Court awarded punitive and exemplary damages against one of the defendants for wilful and knowing sale of counterfeit goods, notwithstanding that, in the circumstances before that Court, the plaintiff only had evidence of one instance of infringement and the defendant appeared to have ceased selling the counterfeit merchandise in question *upon the first notification* from the plaintiff. The otherwise prior blatant and wilful actions of the defendant were enough to attract an award of punitive and exemplary damages. See *Louis Vuitton Malletier S.A. v 486353 B.C. Ltd. et al.*, 2008 BCSC 1418, [2008] B.C.J. No. 2276 at paragraphs 36-39.

[178] Even if this Court awards the highest “nominal” damages being sought, such amount would not adequately accomplish the objectives of retribution, deterrence and denunciation.

[179] A substantial monetary award against each of the Defendants is required to adequately compensate the Plaintiffs for past activities and in order to prevent the Defendants’ activities from continuing in the future. Given the egregious nature of their activities, the normal trade-mark and

copyright profit or damages assessments would not be sufficient, and punitive and exemplary damages should be awarded. This is particularly true with the Altec Defendants, who have blatantly continued their activities notwithstanding commencement of this proceeding, and have ignored the process of this Court in doing so.

[180] The Court finds that, based on the existing case law noted above, the following amounts are appropriately awarded as punitive and exemplary damages in respect of the various groups of tortfeasors:

- a. \$200,000 payable jointly and severally by the Singga Defendants;
- b. \$250,000 payable jointly and severally by the Altec Defendants; and
- c. \$50,000 payable by the Defendant Guo.

Post-Judgment Interest

[181] The Plaintiffs also seek post-judgment interest on all damages, profits and/or punitive and exemplary damages awarded, at the rate of 3.0%, which is the legal post-judgment interest rate in British Columbia and Ontario, where the respective Defendants are located and much of the infringing activities took place. See *Federal Courts Act* R.S.C., 1985, c. F-7, s.37(1); *Court Order Interest Act*, R.S.B.C. 1996, c. 79, s. 7; *Courts of Justice Act* R.S.O. 1990, c. C.43, s. 129; Printout of British Columbia Pre- and Post-Judgment Interest Rates; and Printout of Ontario Pre- and Post-Judgment Interest Rates.

Costs

[182] During the course of litigation, the Plaintiffs have incurred substantial legal fees and disbursements. The Plaintiffs seek costs on a solicitor and client basis against each of the groups of Defendants.

[183] Solicitor and client costs ought to be awarded only in exceptional circumstances, for example where a party has displayed reprehensible, scandalous or outrageous conduct.

[184] Solicitor and client costs may be awarded in cases where the party's actions during a proceeding are reprehensible, scandalous and outrageous, the party's actions are dismissive towards the proceeding at hand and past judgment of the Court, and the party continues in flagrant infringement of the plaintiff's intellectual property rights as to be worthy of rebuke. Such an award of costs may be appropriate where the defendant has committed a deliberate and inexcusable violation of the plaintiff's rights, particularly those resulting in substantially higher legal fees and disbursements than would otherwise have been necessary. See *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 58-59; *Louis Vuitton Malletier S.A. et al. v 486353 B.C. Ltd. et al.*, 2008 BCSC 799, [2008] B.C.W.L.D. 5075 at paragraphs 92-94; *Prise de parole Inc. v Guérin, éditeur Ltée* (1995), 104 F.T.R. 104, 66 C.P.R. (3d) 257 at 268-269 (T.D.); affirmed (1996), 121 F.T.R. 240 (note), 73 C.P.R. (3d) 557 (C.A.).

[185] For a significant period of time, each of the Defendants has committed deliberate and inexcusable repeat infringement of the Plaintiffs' trade-mark rights and copyright. The Defendants

have participated only to the minimal extent necessary in this proceeding, have forced delays in proceeding through lack of cooperation, and have failed to provide adequate, or in the case of the Altec Defendants, any, documentary discovery.

[186] In their actions, the Defendants have shown a disrespectful disregard for the process of this Court, and, as a result, the Plaintiffs have incurred higher legal fees and disbursements than would otherwise have been necessary. See *Louis Vuitton Malletier S.A. v Lin Pi-Chu Yang*, 2007 FC 1179, 62 C.P.R. (4th) 362 at paragraphs 58-59 (F.C.T.D.).

[187] The Court therefore finds that an award of solicitor and client costs is appropriate.

JUDGMENT

THIS COURT'S JUDGMENT is that

1. The Plaintiff, Louis Vuitton, is the owner in Canada of the trade-marks listed in Schedule A hereto, including the corresponding trade-mark registrations (the "Louis Vuitton Trade-marks"); said registrations are valid; and the Louis Vuitton Trade-marks have been infringed by the Defendants and each of them, contrary to sections 19 and 20 of the *Trade-marks Act*.
2. The Plaintiff, Burberry, is the owner in Canada of the trade-marks listed in Schedule B hereto, including the corresponding trade-Mark registrations (the "Burberry Trade-marks"); said registrations are valid; and the Burberry Trade-marks have been infringed by the Defendants and each of them.
3. The Defendants, and each of them, have used the Louis Vuitton Trade-marks and the Burberry Trade-marks in a manner likely to have the effect of depreciating the value of the goodwill attaching thereto, contrary to section 22 of the *Trade-marks Act*.
4. The Defendants, and each of them, have directed public attention to their wares in such a way as to cause or to be likely to cause confusion in Canada between the Defendants' wares and business and the wares and business of Louis Vuitton and Burberry, respectively, contrary to section 7(b) of the *Trade-marks Act*.

5. The Defendants, and each of them, have passed off their wares as and for those of the Plaintiffs, Louis Vuitton and Burberry, respectively, contrary to section 7(c) of the *Trade-marks Act*.
6. The Defendants, and each of them, have used and continue to use, in association with fashion accessories, a description which is false in material respects and which is of such a nature as to mislead the public as regards to the character, quality and/or composition of such wares, contrary to section 7(d) of the *Trade-marks Act*.
7. The Defendants, and each of them, have infringed and are deemed to have infringed the copyrights owned by Louis Vuitton in the Multicolored Monogram Prints listed and shown in Schedule C hereto (the“Copyrighted Works”), contrary to sections 3 and 27 of the *Copyright Act*.
8. The Defendants, and each of them, by themselves and their servants, workmen, agents and employees, are permanently restrained and enjoined from, directly or indirectly:
 - a. further infringing the Louis Vuitton Trade-marks;
 - b. using the Louis Vuitton Trade-marks, any words, or combination of words, or any other design, likely to be confusing with the Louis Vuitton Trade-marks, as or in a trade-mark or trade-name, or for any other purpose;
 - c. depreciating the value of the goodwill attaching to the Louis Vuitton Trade-marks;

- d. directing public attention to any of the Defendants' wares in such a way as to cause or to be likely to cause confusion between the wares and business of the Defendants and the wares and business of Louis Vuitton;
 - e. passing off the Defendants' wares as and for those of Louis Vuitton;
 - f. further infringing the Burberry Trade-marks;
 - g. using the Burberry Trade-marks, any words, or combination of words, or any other design, likely to be confusing with the Burberry Trade-marks, as or in a trade-mark or trade-name, or for any other purpose;
 - h. depreciating the value of the goodwill attaching to the Burberry Trade-marks;
 - i. directing public attention to any of the Defendants' wares in such a way as to cause or to be likely to cause confusion between the wares and business of the Defendants and the wares and business of Burberry;
 - j. passing off the Defendants' wares as and for those of Burberry;
 - k. using in association with fashion accessories a description which is false any material respect and which is of such a nature as to mislead the public as regards to the character, quality and/or composition of such wares; and
 - l. infringing Louis Vuitton's copyright in the Copyrighted works;
9. The Defendants Singga Corporation, Lam and Ko (the "Singga Defendants") shall pay forthwith as damages, the amount of \$340,000 to the Louis Vuitton Plaintiffs and in the amount of \$180,000 to the Burberry Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79, payable jointly and severally.


10. The Defendants M.Mac, Liang, R.Mac and Chan (the “Altec Defendants”) shall pay forthwith as damages, the amount of \$520,000 to the Louis Vuitton Plaintiffs and the amount of \$480,000 to the Burberry Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79, payable jointly and severally.
11. The Singga Defendants and the Altec Defendants shall pay forthwith as joint damages, the amount of \$60,000 to the Louis Vuitton Plaintiffs and the amount of \$60,000 to the Burberry Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79, payable jointly and severally.
12. The Defendant Guo shall pay forthwith as damages, the amount of \$220,000 to the Louis Vuitton Plaintiffs and the amount of \$120,000 to the Burberry Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79.
13. The Singga Defendants shall pay forthwith as punitive and exemplary damages, the amount of \$200,000 to Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79, payable jointly and severally.
14. The Altec Defendants shall pay forthwith as punitive and exemplary damages, the amount of \$250,000 to Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79, payable jointly and severally.

15. The Defendant Guo shall pay forthwith as punitive and exemplary damages, the amount of \$50,000 to Plaintiffs, together with interest under the *Court Order Interest Act*, R.S.B.c. 1996, c. 79.
16. The Defendants shall pay forthwith to the Plaintiffs their solicitor and client costs of these proceedings, in an amount to be assessed.
17. Within 21 days of the Judgment, the Defendants shall, at their own expense, destroy all articles in their possession, custody or power which offend in any way against any order which is made herein, and provide the Plaintiffs with a signed representation under oath that such destruction has taken place.

“James Russell”

Judge

SCHEDULE A

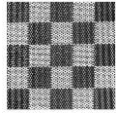
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	LV Dessin	TMA621,622	(1) Oct. 31, 1983 (2) Mar. 31, 1985 (3) use in France	Oct. 4, 2004	(1) Optical instruments and apparatus, namely: spectacles, spectacle frames, spectacle cases, eyeglasses, sunglasses. (2) Textiles and textile goods, namely: bath linen, handkerchiefs of textile. (3) Textiles and textile goods, namely: upholstery fabrics, tapestries (wall hangings) of textile, bed and table linen.
	LV (DESSIN)	TMA557,176	Jan. 16, 2002	Jan. 30, 2002	(1) Vêtements, et autres articles d'habillement, nommément: chandails, chemises, costumes, gilets, imperméables, jupes, manteaux, pantalons, pull-overs, robes, vestes, cravates, pochettes (habillement), gants, maillots, costumes de bain; chaussures, nommément: souliers à talons hauts, souliers à talons plats, bottes, bottillons, sandales, sabots, mules, mocassins, escarpins, chaussures de sport; articles de chapellerie, nommément: chapeaux, casquettes.
	LV DESSIN	TMA326,814	Oct. 11, 1983	Apr. 24, 1987	(1) Opération de magasins offrant en vente des articles de maroquinerie, nommément: bagages, valises, sacs et housses de tout genre, portefeuilles, porte-monnaie, pochettes pour clés, carnets d'adresses, étuis à lunettes et parapluies




	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	LV DESSIN	TMA287,463	(1) 1971 (2) 1971	Feb. 3, 1984	(1) Articles de maroquinerie, nommément: bagages, valises, sacs et housses de tout genre, portefeuilles, port-monnaie, pochettes pour clés, carnets d'adresses, étuis à lunettes et parapluies. (2) Articles de maroquinerie nommément: malles et mallettes de tous genres, boîtes-voyages de tous genres, pochettes de tous genres, classeurs et attachés-cases, porte-documents de tous genres, porte-biltes, porte-chéquiers et cartes de crédits, étuis à cigarettes, étuis pour balles de golf, boîtes a chapeaux et coffrets à bijoux, cadenas, clés, pièces constitutives des bagages, malles, valises, sacs, boîtes, classeurs et porte-documents nommément: serrures métalliques, vis métalliques, rivets, boucles et anneaux, articles de papeterie nommément: livres et affiches, blocs, répertoires, écri-toires, tablettes à écrire, agendas, boîtes fiches, calendriers, recharges d'agendas, boîtes en carton ou en papier, catalogues, livrets, enveloppes, étiquettes, papier à lettres, papier d'emballage, sachets d'emballage, sacs d'emballage, rubans, photographies, adhésifs, enseignes, articles de bureau nommément: corbeilles à courrier, corbeilles à papier, sous main, tubes-crayons, porte-cartes, supports pour plumes et crayons, presse-papier, étuis de jeux et de cartes à jouer, meubles de voyage nommément: malle secrétaire, malle contenant un lit pliant, tabourets et tables pliantes, couvertures de voyage, accessoires de mode nommément: châles, écharpes, foulards et ceintures, poches et embauchoirs à chaussures.

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
			(3) 1988 (4) 1989 Services (1) 1971		(3) Montres en métaux précieux, montres bracelets, bracelets et boîtiers de montres, chronographes et chronomètres. (4) Stylos en métaux précieux, stylographes, stylos plumes, stylos à billes. (1) L'opération, l'administration et la gestion de magasins de vente au détail d'articles de maroquinerie, de bagages, de papeterie, d'articles de bureau, papeterie pour le bureau et à usage personnel, stylos, jeux, meubles de voyage et accessoires de voyage, accessoires de mode, lunettes, parapluies, bijouterie et montres; services de réparation des articles de maroquinerie, bagages et parapluies.
LOUIS VUITTON	LOUIS VUITTON	TMA623,159	Oct. 31, 1983 Mar. 31, 1985	Oct. 21, 2004	(1) Optical instruments and apparatus namely: spectacles, eyeglasses, spectacle cases. (2) Household linen, namely: blankets and bath linen.
	LOUIS VUITTON	TMA557,173	Jan. 16, 2002	Jan. 30, 2002	(1) Vêtements, et autres articles d'habillement, nommément: chandails, chemises, corsages, costumes, gilets, imperméables, jupes, manteaux, pantalons, pull-overs, robes, vestes, cravates, pochettes (habillement), gants, maillots, costumes de bain; chaussures, nommément: souliers à talons hauts, souliers à talons plats, bottes, bottillons, chaussures de randonnée, sandales, sabots, mules, mocassins, escarpins, chaussures de sport; articles de chapellerie, nommément: chapeaux, casquettes.


	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	LOUIS VUITTON	TMA327,219	Oct. 11, 1983	May 8, 1987	(1) Opération de magasins offrant en vente des articles de maroquinerie, notamment: bagages, valises, sacs et housses de tout genre, portefeuilles, porte-monnaie, pochettes pour clés, carnets d'adresses, étuis à lunettes et parapluies.
	LOUIS VUITTON	TMA288,667	(1)1971	Mar. 9, 1984	(1) Articles de maroquinerie, notamment: bagages, valises, sacs et housses de tout genre, portefeuilles, portemonnaie, pochettes pour clés, carnets d'adresses, étuis à lunettes et parapluies.


	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
			(2) 1971		<p>(2) Articles de maroquinerie nommément: malles et mallettes de tous genres, boîtes-voyages de tous genres, pochettes de tous genres, classeurs et attachés- cases, porte-documents de tous genres, porte-billets, porte- chéquiers et cartes de crédits, étuis à cigarettes, étuis pour balles de golf, boîtes à cartouches, boîtes à chapeaux et coffrets à bijoux, cadenas, clés, pièces constitutives des bagages, malles, valises, sacs, boîtes, classeurs et porte-documents nommément: serrures métalliques, vis métalliques, rivets, boucles et anneaux, articles de papeterie nommément: livres et affiches, blocs, répertoires, écri-toires, tablettes à écrire, agendas, boîtes fiches, calendriers, recharges d'agendas, boîtes en carton ou en papier, catalogues, livrets, publications, enveloppes, étiquettes, papier à lettres, papier d'emballage, sachets d'emballage, sacs d'emballage, rubans, photographies, adhésifs, enseignes, articles de bureau nommément: corbeilles à courrier, corbeilles à papier, sous main, tubes-crayons, porte- cartes, supports pour plumes et crayons, presse-papier, etuis de jeux et de cartes à jouer, meubles de voyage nommément: malle secrétaire malle contenant un lit pliant, tabourets et tables pliantes, couvertures de voyage, accessoires de mode nommément: châles, écharpes, foulards et ceintures, poches et embauchoirs à chaussures.</p>

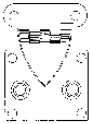
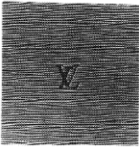
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
			(3) 1988 (4) 1989 Services (1) 1971		(3) Montres en métaux précieux, montres bracelets, bracelets et boîtiers de montres, chronographes et chronomètres. (4) Stylos en métaux précieux, stylographes, stylos plumes, stylos à billes. (1) Opération, l'administration et la gestion de magasins de vente au détail; service de réparation des articles de maroquinerie, bagages et parapluies.
	TOILE DAMIER DESSIN	TMA550,893	Use in France	Sept. 17, 2001	(1) Vêtements et autres articles d'habillement, nommément: chandails, chemises, corsages, corsets, costumes, gilets, imperméables, jupes, manteaux, pantalons, pull-overs, robes, vestes, sous-vêtements, châles, écharpes, foulards, cravates, pochettes (habillement), bretelles, gants, ceintures, bas, collants, chaussettes, maillots, costumes et peignoirs de bain; chaussures, nommément souliers; articles de chapellerie, nommément chapeaux.
	TOILE DAMIER & DESSIN	TMA492,021	1996	Mar. 26, 1998	(1) Produits en cuir, en imitation du cuir et en toile nommément, sacs à main, sacs à dos, sacs de plage, sacs à provisions, sacs d'épaule, coffres, coffrets destinés à contenir des articles de toilette dits "vanity-cases", valises, bagages, mallettes, sacs et trousse de voyage; petite maroquinerie nommément, trousse-beauté, porte-monnaie, portefeuilles, porte-chéquiers, porte-documents, porte-cartes, étuis pour clés.

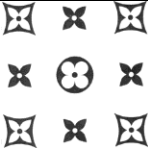
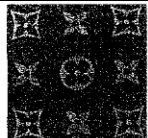
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	TOILE MONOGRAM (DESSIN)	TMA557,200	Jan. 16, 2002	Jan. 31, 2002	(1) Vêtements, et autres articles d'habillement, notamment: imperméables, jupes, manteaux, vestes, cravates, pochettes (habillement), maillots de bain; accessoires de mode, notamment: ceintures; chaussures, notamment: souliers à talons hauts, chaussures à talons plats, sandales, mules, escarpins, chaussures de sport; articles de chapellerie, notamment: chapeaux, casquettes.
	LV & DESSIN	TMA352,916	(1) Jan. 1972 (2) 1971	Mar. 10, 1989	(1) Articles de maroquinerie notamment bagages, valises, sacs et housses de tout genre, portefeuilles, porte-monnaie, pochettes pour clés, carnets d'adresse, étuis à lunettes et parapluies. (2) Articles de maroquinerie notamment: malles et mallettes de tous genres, boîtes-voyages de tous genres, pochettes de tous genres, classeurs et attachés-cases, porte-documents de tous genres, porte-billets, porte-chéquiers et cartes de crédits, étuis à cigarettes, étuis pour balles de golf, boîtes à cartouches; articles de papeterie notamment: blocs, répertoires, écri-toires, tablettes à écrire, agendas, boîtes fiches; articles de bureau notamment: corbeilles à courrier, corbeilles à papier, sous mains, tubes crayons, porte-cartes, supports pour plumes et crayons; étuis de jeux de cartes; boîtes à chapeaux et coffrets à bijoux; accessoires de mode notamment: châles, écharpes, foulards; poches et embauchoirs à chaussures; meubles de voyage notamment: malle secrétaire, malle contenant un lit pliant, tabourets et tables pliantes.
	FLEUR (DESSIN)	TMA671,117	Use in France	Aug. 24, 2006	(1) Produits en métaux précieux, en alliages, ou en plaqué, notamment : objets d'art


	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					<p>artisanal, objets d'ornement, vaisselle, cendriers, boites et coffrets, poudriers; joaillerie, articles de bijouterie (y compris bijouterie de fantaisie)</p> <p>nommément : anneaux, anneaux-clés, bagues, boucles, boucles d'oreilles, boutons de manchettes, bracelets, breloques, broches, chaînes, colliers, épingles de cravates, épingles de parure, médaillons; articles d'horlogerie et instruments chronométriques nommément : bracelets de montres, montres, montres-bracelets, pendules, pendulettes, réveils matin, écrins et étuis pour articles d'horlogerie. Produits en cuir et imitations du cuir nommément : boites en cuir ou en carton-cuir, enveloppes en cuir ou imitation du cuir; coffres, sacs et trousse de voyage, sacs-housses de voyage pour vêtements, malles, valises, bagages, coffrets destinés à contenir des articles de toilette dits vanity-cases vendus vides, sacs à dos, sacs à main, sacs de plage, sacs à provisions, sacs d'épaule, mallettes, porte-documents, serviettes, cartables, pochettes, articles de maroquinerie nommément : portefeuilles, porte-monnaie non en métaux précieux, bourses, étuis pour clés, porte-cartes; parapluies, parasols, ombrelles, cannes, cannes-sièges. (1)</p> <p>Vêtements, sous-vêtements et autres articles d'habillement nommément : chandails, chemises, corsages, corsets, costumes, gilets, imperméables, jupes, manteaux, pantalons, pull-overs, robes, vestes, châles, écharpes, foulards, cravates, pochettes (habillement), bretelles, gants, ceintures, bas, collants, chaussettes, maillots, costumes et peignoirs de bain; chaussures, nommément : bottes, bottines, pantoufles, sandales,</p>

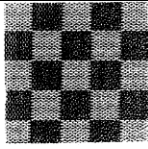
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					chaussures de tennis, escarpins, mocassins; articles de chapellerie nommément : chapeaux, bérêts, casquettes, canotiers, bobs. (2) Lunettes, lunettes de soleil et étuis à lunettes.
	FLEUR (DESSIN)	TMA671,118	Use in France	Aug. 24, 2006	(1) Produits en métaux précieux, en alliages, ou en plaqué, nommément : objets d'art artisanal, objets d'ornement, vaisselle, cendriers, boîtes et coffrets, poudriers; joaillerie, articles de bijouterie (y compris bijouterie de fantaisie) nommément : anneaux, anneaux-clés, bagues, boucles, boucles d'oreilles, boutons de manchettes, bracelets, breloques, broches, chaînes, colliers, épingles de cravates, épingles de parure, médaillons; articles d'horlogerie et instruments chronométriques nommément : bracelets de montres, montres, montres-bracelets, pendules, pendulettes, réveils matin, écrins et étuis pour articles d'horlogerie. Produits en cuir et imitations du cuir nommément : boîtes en cuir ou en carton-cuir, enveloppes en cuir ou imitation du cuir; coffres, sacs et trousse de voyage, sacs-housses de voyage pour vêtements, malles, valises, bagages, coffrets destinés à contenir des articles de toilette dits vanity-cases vendus vides, sacs à dos, sacs à main, sacs de plage, sacs à provisions, sacs d'épaule, mallettes, porte-documents, serviettes, cartables, pochettes, articles de maroquinerie nommément : portefeuilles, porte-monnaie non

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					<p>en métaux précieux, bourses, étuis pour clés, porte-cartes; parapluies, parasols, ombrelles, cannes, cannes-sièges.</p> <p>Vêtements, sous-vêtements et autres articles d'habillement nommément : chandails, chemises, corsages, corsets, costumes, gilets, imperméables, jupes, manteaux, pantalons, pull-overs, robes, vestes, châles, écharpes, foulards, cravates, pochettes (habillement), bretelles, gants, ceintures, bas, collants, chaussettes, maillots, costumes et peignoirs de bain; chaussures, nommément : bottes, bottines, pantoufles, sandales, chaussures de tennis, escarpins, mocassins; articles de chapellerie nommément : chapeaux, bérets, casquettes, canotiers, bobs.</p> <p>(2) Lunettes, lunettes de soleil et étuis à lunettes.</p>
	FLEUR DANS UN LOSANGE DESSIN	TMA678,565	Use in France	Dec. 19, 2006	<p>(1) Lunettes, lunettes de soleil et étuis à lunettes. Bijoux, nommément : anneaux, porte-clés, boucles et boucles d'oreilles, boutons de manchettes, bracelets, breloques, broches, colliers, épingles de cravates, parures, médaillons; horlogerie et instruments et appareils chronométriques, nommément : montres, boîtiers de montres, réveils matins; boîtes à bijoux en métaux précieux, leurs alliages ou en plaqué. Cuir et imitations du cuir, nommément : sacs de voyage, trousse de voyage (maroquinerie), malles et valises, sac-housses de voyage pour vêtements, coffrets destinés à contenir des articles de toilette</p>

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					dits 'vanity-cases' (vendus vides), sacs à dos, sacs en bandoulière, sacs à main, attachés-cases, porte-documents et serviettes en cuir, pochettes, portefeuilles, bourses, étuis pour clefs, porte-cartes; parapluies. Vêtements et sous-vêtements, nommément : chandails, chemises, tee-shirts, lingerie, ceintures (habillement), foulards, cravates, châles, gilets, jupes, imperméables, pardessus, bretelles, pantalons, pantalons en jeans, pull-overs, robes, vestes, écharpes, gants, collants, chaussettes, maillots de bain, peignoirs de bain, pyjamas, chemises de nuit, shorts, pochettes (habillement), à savoir carré de tissu décoratif; souliers, bottes, pantoufles; chapellerie, nommément : chapeaux, bérets, casquettes, canotiers, bobs.
	SERRURE S (DESSIN)	1,202,095	Jan. 1, 1986	Application Pending	(1) Leather and imitation leather products, notably leather or leatherboard boxes ; leather and imitation leather casings ; travel trunks, bags and cases, travel garment bags, chests, suitcases, luggage, cases intended to hold toileteries, called 'vanity cases', back packs, hand bags, beach bags, shopping bags, shoulder bags, attaché cases, portfolio cases briefcases, school bags, underarm bag, manufacture leather goods, notably wallets, non-precious metal change purses, draw bags, key cases, card cases, chess board cases ; umbrellas, beach umbrellas, parasols, canes, seat-canes.
	LV DESSIN	TMA384,607	1986	May 17, 1991	(1) Coffres, sacs et trousse de voyage, coffrets destinés à contenir des articles de toilette dits "vanity cases", mallettes, cartables, serviettes, porte-documents, porte-cartes, portefeuilles, porte-monnaie, porte-clés, sacs à main, sacs à

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					dos, sacs à provisions, sacs de plage; malles et valises; parapluies, parasols, cannes-sièges.
	DECOR FLORAL DESSIN	TMA692,843	(1)Dec 1, 2002 (2) Oct 1, 1983 (3) Oct. 3, 2003	July 26, 2007	<p>(1) Cuff links, charms, tie pins ; horological and chronometric instruments and apparatus, namely : watches, watch cases, alarm clocks.</p> <p>(2) Leather and imitations of leather, namely: travelling bags, travelling sets (leatherware) namely sets of complete range of luggage sold empty, trunks and valises, garment bags for travel, vanity cases (not fitted), rucksacks, shoulder bags, handbags, attaché-cases, briefcases, pouches, pocket wallets, purses, key holders, card holders ; umbrellas.</p> <p>(3) Clothing and underwear, namely : sweaters, shirts, T-shirts, suits, hosiery, belts, scarves, neck ties, shawls, waistcoats, skirts, raincoats, overcoats, suspenders, trousers, jeans, pullovers, frocks, jackets, winter gloves, dressed gloves, tights, socks, bathing suits, bath robes, pyjamas, night dresses, shorts, pocket squares ; high-heeled shoes, namely: low-fronted shoes, stiletto heels shoes, boots, thigh boots ; low-heeled shoes, namely: moccasins, trotters, golf shoes, dance slippers ; sandals, boots, slippers, tennis shoes ; headgear, namely: hats and caps.</p> <p>(4) Sunglasses and glass cases.</p>
	FLOWERS DESSIN	TMA401,088	January 1972	Aug 7, 1992	(1) Articles de maroquinerie en cuir, imitation de cuir et en tissu nommément: malles, coffres et mallettes de tous genres,

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					bagages, valises, trousse, sacs et housses de tous genres, boîtes-voyages de tous genres, classeurs et attachés-cases, porte-documents de tous genres, portefeuilles, porte-monnaies, porte-billets, porte-chéquiers et cartes de crédit, porte-clés, pochettes de tous genres, étuis à lunettes, poches pour chaussures, articles de bureau notamment: étuis pour stylos, trousse à crayons, agendas, blocs, répertoires, écritaires, tablettes à écrire et boîtes-fiches, parapluies.
	LV DESSIN	TMA384,882	May 23, 1989	May 24, 1991	(1) Coffres, sacs et trousse de voyage, coffrets destinés à contenir des articles de toilette dits "vanity cases", mallettes, cartables, serviettes, porte-documents, porte-cartes, portefeuilles, porte-monnaie, porte-clés, sacs à main, sacs à dos, sacs à provisions, sacs de plage; malles et valises; parapluies, parasols, cannes-sièges.
LOUIS VUITTON	LOUIS VUITTON	TMA288,667	(1)(2) 1971 (3) 1988 (4)1989	March 9, 1984	(1) Articles de maroquinerie, notamment: bagages, valises, sacs et housses de tout genre, portefeuilles, portemonnaie, pochettes pour clés, carnets d'adresses, étuis à lunettes et parapluies. (2) Articles de maroquinerie notamment: malles et mallettes de tous genres, boîtes-voyages de tous genres, pochettes de tous genres, classeurs et attachés-cases, porte-documents de tous genres, porte-billets, porte-chéquiers et cartes de crédits, étuis à cigarettes, étuis pour balles de golf, boîtes à

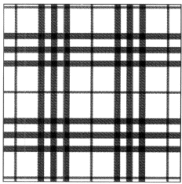
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					<p>cartouches, boîtes à chapeaux et coffrets à bijoux, cadenas, clés, pièces constitutives des bagages, malles, valises, sacs, boîtes, classeurs et porte-documents</p> <p>nommément: serrures métalliques, vis métalliques, rivets, boucles et anneaux, articles de papeterie</p> <p>nommément: livres et affiches, blocs, répertoires, écrivains, tablettes à écrire, agendas, boîtes fiches, calendriers, recharges d'agendas, boîtes en carton ou en papier, catalogues, livrets, publications, enveloppes, étiquettes, papier à lettres, papier d'emballage, sachets d'emballage, sacs d'emballage, rubans, photographies, adhésifs, enseignes, articles de bureau</p> <p>nommément: corbeilles à courrier, corbeilles à papier, sous main, tubes-crayons, porte-cartes, supports pour plumes et crayons, presse-papier, etuis de jeux et de cartes à jouer, meubles de voyage</p> <p>nommément: malle secrétaire malle contenant un lit pliant, tabourets et tables pliantes, couvertures de voyage, accessoires de mode</p> <p>nommément: châles, écharpes, foulards et ceintures, poches et embauchoirs à chaussures.</p> <p>(3) Montres en métaux précieux, montres bracelets, bracelets et boîtiers de montres, chronographes et chronomètres.</p> <p>(4) Stylos en métaux précieux, stylographes, stylos plumes, stylos à billes.</p>
	TOILE DAMIER	TMA492,021	1996	March 26, 1998	<p>(1) Produits en cuir, en imitation du cuir et en toile nommément, sacs à main, sacs à dos, sacs de plage, sacs à provisions, sacs d'épaule, coffres, coffrets destinés à contenir des articles de toilette dits "vanity-cases", valises, bagages, malles, sacs</p>

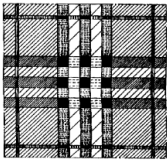
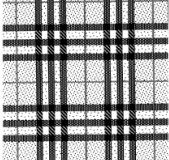
	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
					et trousse de voyage; petite maroquinerie nommément, trousse-beauté, porte-monnaie, portefeuilles, porte-chéquiers, porte-documents, porte-cartes, étuis pour clés.
GALLIERA	GALLIERA	TMA750,692	Registration and Use in France	Oct. 21, 2009	(1) Leather and imitation leather products, namely, boxes of leather or imitation leather for packaging and carrying goods, boxes of leather or imitation leather for luggage, trunks, suitcases, travelling sets comprised of bags or luggage, travelling bags, luggage, garment bags for travel, hatboxes, unfitted vanity cases sold empty, toilet bags sold empty, rucksacks, satchels, handbags, beach bags, textile or leather shopping bags, carrier bags, shoulder bags, waist bags, purses, attaché cases, computer bags, document wallets, briefcases, school bags, pouches; small goods made of leather, namely, wallets, change purses, key rings, card cases, calling card cases, credit card holders, telephone card cases, check book holders; umbrellas.
NEVERFULL	NEVERFULL	TMA775,680	Registration and Use in France	Aug. 27, 2010	(1) Boxes of leather or imitation leather, trunks, suitcases; travelling sets, namely: luggage sets sold empty; travelling bags, luggage, garment bags for travel, hatboxes, vanity cases (not fitted), toilet bags, rucksacks, satchels, handbags, beach bags, shopping bags, sling bags, tote bags, shoulder bags, hip pouches, purses, attache-cases, briefcases (leather goods), school bags, document cases, pouches; small goods made of leather, namely wallets, change purses, key cases, card cases, umbrellas, parasoils.

SCHEDULE B

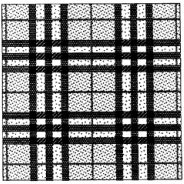


	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
BURBERRY	BURBERRY	TMDA 40313	<p>(1) 1922</p> <p>(2) 1922 (registration basis of use/ registration in United Kingdom)</p> <p>(3) June 01, 1987</p> <p>(4) September 1979</p> <p>(5) March 1984</p> <p>(6) March 1982</p> <p>(7) January 1999</p> <p>(8) July 27, 2005</p> <p>(9) 2005 (registration basis of use/ registration in United Kingdom)</p>	July 28, 1926	<p>(1) Men's top coats, ladies topcoats, skirts, ladies jackets, men's wool raincoats and scarves, textile articles, namely shawls, handkerchiefs and rugs.</p> <p>(2) Topcoats, raincoats, trenchcoats, jackets, capes, trousers, slacks, skirts, waistcoats, shirts, blouses, hats, caps, berets, scarves, ties, cardigans, jumpers, sweaters, pullovers, articles of knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks.</p> <p>(3) Key rings; tie pins and cuff links; sports equipment namely, golf equipment and accessories namely, bags, gloves, hats, caps, shoes, golf club covers, waterproof suits, umbrellas and golf bag covers.</p> <p>(4) Luggage, handbags, travelling bags, holdalls, purses, wallets and umbrellas.</p> <p>(5) Shoes and slippers.</p> <p>(6) Sports equipment namely, tennis rackets, tennis racket covers, tennis racket holders and sports bags.</p> <p>(7) Non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils, shaving preparations and pot pourri.</p> <p>(8) Sunglasses, spectacles, optical glasses, fitted frames for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for the aforesaid goods; cases and holders for portable computers and mobile telephones; watches and fittings, wrist watches and straps and bracelets therefor, jewellery, tie-pins and cuff links.</p> <p>(9) Sunglasses, spectacles, optical glasses, fitted frames, and cases and holders for portable computers and mobile telephones.</p>


	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
BURBERRYS	BURBERRYS	TMDA40314	(1) 1922 (2) 1922 (registration basis of use/ registration in United Kingdom) (3) 1991 (registration basis of use/ registration in United Kingdom)	July 28, 1926	(1) Men's top coats, ladies topcoats, skirts, ladies jackets, men's wool raincoats and scarves, textile articles, namely shawls, handkerchiefs and rugs; (2) Topcoats, raincoats, trenchcoats, jackets, capes, trousers, slacks, skirts, waistcoats, shirts, blouses, hats, caps, berets, scarves, ties, cardigans, jumpers, sweaters, pullovers, articles of knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, jackets, sweaters and socks; (3) Spectacles, sunglasses and sun goggles; fitted cases, frames and lenses, all for sunglasses, sun goggles and for spectacles.

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	 <p>BURBERRY CHECK Design (no colour)</p>	TMA611,569	<p>(1) 1927</p> <p>(2) October 1975</p> <p>(3) 1975</p> <p>(4) 1994</p>	May 31, 2004	<p>(1) Clothing, namely coats, raincoats, blousons, casual coats, polo shirts, blouses, dresses, pyjamas, knitwear, shorts, trousers, suits, skirts, jackets, hosiery, caps, baseball caps, headbands, sun visors, flat caps, shoes, boots, sandals, flip flops, wellington boots, sports clothing, sports footwear; tracksuits, ready-made linings, ties, belts (clothing), wraps, serapes, scarves, shawls and stoles, gloves, hats, and slippers.</p> <p>(2) Articles of luggage, suitcases, bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; sewing kits, grooming kits, flasks, jewellery cases, golf bags, club covers and score kits, address books, photo albums and frames, writing sets and dog coats.</p> <p>(3) Materials used in clothing and luggage, namely fabrics, leather, and imitations of leather.</p> <p>(4) Non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils, shaving preparations and pot pourri.</p>

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	BURBERRY CHECK Design (colour)	TMA399,916	(1) October 1927 (2) October 1975	July 03, 1992	(1) Textiles fabrics, clothing, namely coats, raincoats, skirts, jackets, sweaters, scarves, ties, shawls, hats, gloves, slippers and belts. (2) Furnishings, namely handbags, wallets, purses, key cases, suitcases, bags, sewing kits, make up holders (namely small portable cases adapted to hold cosmetics such as lipstick, eye shadow, blush and so forth), grooming kits (namely small portable cases to hold personal care items, such as combs, brushes, razors, manicure tools, and so forth), flasks, other luggage, umbrellas, and jewelry and jewelry cases, golf bags, club covers and score kits, address books, photo albums and frames, writing sets (namely portfolio covers containing writing paper), and dog coats.
	BURBERRY CHECK (Colour Version)	TMA590,925	(1) 1927 (2) October 1975 (3) August 1989 (4) January 1997 (5) As applicable herein; (registration basis of use/ registration in United Kingdom)	September 26, 2003	(1) Textile fabrics, clothing, namely coats, raincoats, blousons, casual coats, polo shirts, blouses, dresses, pyjamas, knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, knitted jackets, knitted gloves, knitted scarves, knitted ties, sweaters and socks, shorts, trousers, suits, skirts, jackets, hosiery, headwear, namely hats, caps, headbands, kerchiefs and earmuffs, footwear, namely shoes, boots, sandals, athletic shoes and overshoes, sports clothing, sports footwear; tracksuits, ready-made linings for garments, ties, belts (clothing), wraps, serapes, scarves, shawls and stoles, gloves, and slippers. (2) Articles of luggage, suitcases, bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; sewing kits, grooming kits, flasks, jewellery cases, golf bags, club covers and score kits, address books, photo albums and frames, writing sets and dog coats.

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
			(6) August 12, 2003		<p>(3) Packaged foods, namely chocolates, fudge, candies, cakes, plumb puddings, teas, coffees, vinegar, oil, condiments, preserves, biscuits, and spiced fruits.</p> <p>(4) Non-medicated toilet preparations, namely eau de perfume, eau de toilette and shower gel, perfumes, soaps, shampoos, and shaving preparations, namely after-shaves.</p> <p>(5) Clothing, namely coats, raincoats, blousons, casual coats, polo shirts, blouses, dresses, pyjamas, knitwear, namely jumpers, pullovers, slipovers, knitted waistcoats, cardigans, knitted jackets, knitted gloves, knitted scarves, knitted ties, sweaters and socks, shorts, trousers, suits, skirts, jackets, hosiery, headwear, namely hats, caps, headbands, kerchiefs and earmuffs, footwear, namely shoes, boots, sandals, athletic shoes and overshoes, sports clothing, sports footwear; tracksuits, ready-made linings for garments, ties, belts (clothing), wraps, serapes, scarves, shawls and stoles, gloves; articles of luggage, suitcases, bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; dog coats; non-medicated toilet preparations, perfumes, cosmetics preparations for the teeth and for the hair, soaps, shampoos, anti-perspirants, eau de cologne and toilet water, essential oils for personal use, shaving preparations and pot pourri.</p> <p>(6) Anti-perspirants, eau de cologne and toilet water.</p>

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	BURBERRY CHECK (Colour Version)	TMA675605	(1) October 05, 2006 (2) 2006 (registration basis of use/ registration in United Kingdom)	October 25, 2006	(1) Sunglasses, spectacles, optical glasses, fitted frames for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for all the aforesaid goods; cases and holders for portable computers and mobile telephones; watches, parts and fittings for all the aforesaid goods, wrist watches and straps and bracelets therefor, jewellery, tie-pins and cuff links; silverware. (2) Sunglasses, spectacles, cases for spectacles and sunglasses, cases for mobile telephones and cases for portable computers, watches, clocks, wrist watches, jewellery, silverware, tie-pins and cufflinks.
	BURBERRYS DESIGN	TMA112,020	(1) 1915 (2) 1915 (3) July 14, 1987 (4) September 1979 (5) March 1984 (6) March 1982 (7) 1991 (registration basis of use/ registration in United Kingdom)	October 31, 1958	(1) Cloths and stuffs of wool, worsted or hair. (2) Articles of clothing namely, top coats, over coats, raincoats, jackets and trousers. (3) Key rings; tie pins and cuff links. (4) Luggage, handbags, travelling bags, holdalls, purses, wallets and umbrellas. (5) Shoes and slippers. (6) Sports equipment namely, golf equipment and accessories namely, bags, gloves, hats, caps, shoes, golf club covers, waterproof suits, umbrellas and golfbag covers. (7) Spectacles, sunglasses and sun goggles; fitted cases, frames and lenses, all for sunglasses, sun goggles and for spectacles.
	EQUESTRIAN KNIGHT DESIGN	TMA572,440	January 1999	December 17, 2002	Articles of luggage, suitcases, athletic and sports bags, beach bags, carry-on bags, clutch bags, duffle bags and gym bags, overnight bags, schoolbags, tote bags, garment bags, travelling bags, holdalls, handbags, wallets, purses, shoulder bags; toiletries and cosmetic bags, brief cases, satchels and portfolios, cases for personal organisers, parasols, umbrellas, walking sticks; key fobs and key holders; and dog coats.

	Trade-mark	Registration No.	Date of first use:	Registration Date:	Wares
	 <p>MAN-MOUNTED DESIGN</p>	TMA 161,839	<p>(1) 1922 (registration basis of use/ registration in United Kingdom)</p> <p>(2) 1991 (registration basis of use/ registration in United Kingdom)</p> <p>(3) September 11, 1991</p> <p>(4) September 20, 2005</p> <p>(5) 2005 (registration basis of use/ registration in United Kingdom)</p>	March 28, 1969	<p>(1) Coats, topcoats, jackets, suits, waistcoats, skirts, hats, caps, neckties, sweaters, pullovers and scarves.</p> <p>(2) Spectacles, sunglasses and sun goggles; frames and lenses, all for use with sunglasses, sun goggles and spectacles.</p> <p>(3) Fitted cases for use with sunglasses, sun goggles and spectacles.</p> <p>(4) Watches and fittings, wrist watches and straps and bracelets therefor, jewellery, tie pins and cuff links, silverware, cases for portable computers and mobile telephones, articles of luggage, suitcases, athletic and sports bags, carry-on bags, clutch bags, tote bags, holdalls, handbags, wallets, pursues, shoulder bags; bags for carrying or storing toiletries and cosmetics, brief cases, satchels and portfolios, umbrellas, walking sticks; key fobs and key holders.</p> <p>(5) Watches, wrist watches, jewellery, tie-pins and cuff links.</p>

SCHEDULE C

Multicolored Monogram-White Print



Multicolored Monogram-Black Print



FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-1276-10
Louis Vuitton Malletier S.A. et al.
and
Singga Enterprises (Canada) Inc. et al.

PLACE OF HEARING: Vancouver, British Columbia

DATE OF HEARING: March 8, 2011

**REASONS FOR JUDGMENT
AND JUDGMENT** **Russell J.**

DATED: June 27, 2011

APPEARANCES:

Michael D. Manson
Karen F. MacDonald

FOR THE PLAINTIFFS

Yun Jaun Guo
Tak Chan (Licensed Paralegal) representing:
Pablo Liang, Monica Mac and Gordon Chan

Self-Represented
FOR THE DEFENDANTS

SOLICITORS OF RECORD:

Smart & Biggar
Vancouver, B.C.

FOR THE PLAINTIFFS

Self-represented
Vancouver, B.C.

FOR THE DEFENDANTS