Date: 20070918

Docket: A-193-07

Citation: 2007 FCA 291

CORAM: **DESJARDINS J.A.**
LINDEN J.A.
NOËL J.A.

BETWEEN:

TPG TECHNOLOGY CONSULTING LTD.

Applicant

and

THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES
and CGI GROUP INC.

Respondents

Heard at Ottawa, Ontario, on September 5, 2007.

Judgment delivered at Ottawa, Ontario, on September 18, 2007.

REASONS FOR JUDGMENT BY: DESJARDINS J.A.
CONCURRED IN BY: LINDEN J.A.
NOËL J.A.

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REASONS FOR JUDGMENT

DESJARDINS J.A.

[1] The Canadian International Trade Tribunal (CITT or the Tribunal) dismissed as time-barred a procurement complaint filed by the applicant (TPG) against Public Works and Government Services Canada (PWGSC). The decision was based on subsections 6(1) and (2) of the *Canadian International Trade Tribunal Procurement Inquiry Regulations*, S.O.R./93-602 (the Regulations) adopted pursuant to the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47, s. 40 (CITT Act or the Act).

[2] The issue pertains to whether the Tribunal should have considered the quality of the factual basis required to trigger the application of subsections 6(1) and (2) of the Regulations and whether it erred in not addressing this matter which is preliminary to the decision to be made.

[3] On June 7, 2007, the Federal Court of Appeal granted an interim order (Docket A-193-07) prohibiting PWGSC from awarding a contract for engineering and technical services arising out of Solicitation No. EN 869-040407/A, an Engineering and Technical Support contract (the pending ETS contract), until the hearing and determination of the applicant's application for judicial review.

THE COMPLAINT

[4] On March 23, 2007 TPG submitted a complaint to the CITT. The complaint related to TPG's bid for the pending ETS contract opened to the procurement process by the respondent PWGSC. TPG alleged two grounds in its complaint.

[5] TPG first alleged that PWGSC did not evaluate the bids fairly, impartially and in accordance with the criteria published by PWGSC in its Request for Proposal (RFP). Specifically, TPG alleged that a "re-confirmation" process was improperly undertaken by PWGSC regarding the pending ETS contract, in contravention of the RFP criteria.

[6] Second, TPG alleged that there was a reasonable apprehension of bias and/or an appearance of a conflict of interest in the bid evaluation process. TPG alleged the bias arose when an individual who had connections to TPG and to the respondent, CGI Group Inc. (CGI), was appointed to the

position of Director General of Products and Services within the Information Technology Services Branch (ITSB) of PWGSC during the procurement process.

DECISION UNDER REVIEW

[7] The CITT dismissed both grounds of complaint as being filed beyond the time limits established by section 6 of the Regulations. Specifically, with respect to the first ground of complaint, the CITT stated:

> With respect to TPG's first ground of complaint, according to the complaint, PWGSC advised TPG in November 2006 that it was going to be awarded the contract. Again, according to the complaint, later that month, PWGSC advised TPG that the technical evaluation results were being re-confirmed. On or about February 26, 2007, PWGSC advised TPG that CGI, not TPG, was determined to be the winning bidder. The Tribunal notes that TPG knew of the re-confirmation process in November 2006 and that it knew on or about February 26, 2007, that following the re-confirmation, CGI and not TPG would be awarded the contract. TPG filed its complaint with the Tribunal on March 23, 2007. The Tribunal is of the view, therefore, that TPG knew of the basis of this ground of complaint in November 2006, when it learned that a re-confirmation of the evaluation was taking place and knew, on or about February 26, 2007, at the latest, that the re-confirmation process had been completed. Consequently, the Tribunal finds, with regard to the first ground of complaint, that the complaint was filed beyond the time limit established by subsection 6(1) of the *Regulations*.

[8] With respect to the second ground of the complaint, the CITT stated:

> With respect to TPG's second ground of complaint, on May 29, 2006, TPG expressed concerns to PWGSC regarding the status of Mr. Jirka Danek and the conflict of interest it would create if he were to accept an executive position within ITSB. At that time, TPG requested that PWGSC refrain from making a letter of offer to Mr. Danek until the issue could be discussed in more detail and a plan worked out to protect the interests of all stakeholders. PWGSC then issued the RFP, dated May 30, 2006, and Mr. Danek's resignation from Avalon Works Corp. and his acceptance of a senior role with the Government of Canada were announced in a press release issued by Avalon Works Corp. on June 2, 2006. Also on June 2, 2006, the Chief Executive Officer of ITSB advised TPG

that it should have no concerns about conflict of interest on Mr. Danek's part because he would not be involved in procurement and contracting activities. The Tribunal is of the view that PWGSC's reply constitutes denial of relief with regard to TPG's objection to Mr. Danek's appointment. TPG did not pursue the matter further until it filed its complaint with the Tribunal on March 23, 2007. Consequently, the Tribunal finds, with regard to the second ground of complaint, that the complaint was filed beyond the time limit established by subsection 6(2) of the *Regulations*.

LEGISLATIVE PROVISIONS

[9] Subsections 6(1) and (2) of the Regulations provide:

TIME LIMITS FOR FILING A COMPLAINT

6. (1) Subject to subsections (2) and (3), a potential supplier who files a complaint with the Tribunal in accordance with section 30.11 of the Act shall do so not later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known to the potential supplier.

(2) A potential supplier who has made an objection regarding a procurement relating to a designated contract to the relevant government institution, and is denied relief by that government institution, may file a complaint with the Tribunal within 10 working days after the day on which the potential supplier has actual or constructive knowledge of the denial of relief, if the objection was made within 10 working days after the day on which its basis became known or reasonably should have become known to the potential supplier.

[Emphasis added.]

DÉLAIS DE DÉPÔT DE LA PLAINTE

6. (1) Sous réserve des paragraphes (2) et (3), le fournisseur potentiel qui dépose une plainte auprès du Tribunal en vertu de l'article 30.11 de la Loi doit le faire dans les 10 jours ouvrables suivant la date où il a découvert ou aurait dû vraisemblablement découvrir les faits à l'origine de la plainte.

(2) Le fournisseur potentiel qui a présenté à l'institution fédérale concernée une opposition concernant le marché public visé par un contrat spécifique et à qui l'institution refuse réparation peut déposer une plainte auprès du Tribunal dans les 10 jours ouvrables suivant la date où il a pris connaissance, directement ou par déduction, du refus, s'il a présenté son opposition dans les 10 jours ouvrables suivant la date où il a découvert ou aurait dû vraisemblablement découvrir les faits à l'origine de l'opposition.

[Je souligne.]

STANDARD OF REVIEW

[10] Both respondents submitted that the standard of review applicable to CITT decisions related to timeliness of a complaint under section 6 of the Regulations is patent unreasonableness. The applicant's written argument suggested that a lower standard may be applicable in the case at bar. Counsel for the applicant, during oral argument, conceded that the jurisprudence of this Court has held that the applicable standard of review is patent unreasonableness.

[11] The jurisprudence of this Court has consistently held that the standard of review applicable to CITT decisions applying section 6 of the Regulations is patent unreasonableness. See for example: *IBM Canada Ltd. v. Hewlett-Packard (Canada) Ltd.*, 2002 FCA 284; or *Entreprise Marissa Inc. v. Canada (Department of Public Works and Government Services)*, 2004 FCA 196. There is nothing before me in the case at bar to cause me to deviate from this standard.

THE FIRST GROUND OF THE COMPLAINT

a) THE FACTS

[12] The facts are not in dispute and can be summarized in the following manner.

[13] On May 30, 2006, PWGSC issued a Request for Proposal (RFP) for engineering and technical services (the pending ETS contract). The applicant, the current incumbent provider of these services to the Government, submitted a bid in response.

[14] In early November 2006, the second unnamed employee of PWGSC unofficially informed an employee of the applicant (Mr. Stanley Estabrooks) that TPG was going to be awarded the

contract. Within a week or two of receiving this information, a second unnamed employee at PWGSC also informed Mr. Estabrooks that TPG had won the RFP. The PWGSC employees remain unnamed in Mr. Estabrooks' affidavit because, unless indicated, his informants are still working for PWGSC and Mr. Estabrooks felt their identity should be protected.

[15] In late November, another unnamed person told Mr. Estabrooks that the technical evaluation results were being "re-confirmed" by PWGSC. On November 22, 2006, Mr. Maurice Chénier, Director General of Service Management and Delivery at PWGSC, confirmed to the president of the applicant, Mr. Donald Powell, during a meeting unrelated to the ETS RFP, that the technical evaluation results were being "re-confirmed" (A.R.A. p. 277-278, para. 19).

[16] On or about February 26, 2007, the second unnamed employee who had spoken to Mr. Estabrooks in November now informed Mr. Estabrooks that the winning bidder was no longer TPG but CGI, the second respondent in this application.

[17] On March 11, 2007, Mr. Estabrooks contacted Mr. Jim Bezanson, the individual who Mr. Estabrooks was told, had conducted the "re-confirmation". Mr. Bezanson had since left PWGSC and was only able to confirm that the initial evaluation results were close, that there was considerable senior level discussion of the results, but would not confirm whether CGI was the winning bidder.

[18] Around March 12, 2007, TPG received further confirmation that GCI had in fact been found the winning bidder.

[19] On March 16, 2007, another unnamed individual at PWGSC advised Mr. Estabrooks that CGI had received a draft contract from PWGSC, even though the award of the contract had not been officially announced.

[20] On March 23, 2007, TPG filed a procurement complaint with the CITT that raised two grounds of complaint. First, as stated earlier, it alleged that PWGSC undertook an improper “re-confirmation” evaluation of the bids and so, the bid had not been evaluated fairly, impartially and in accordance with the evaluation methodology and criteria published in the RFP. Second, it alleged that there was a reasonable apprehension of bias or an appearance of a conflict of interest in the bid evaluation process and the contract award (applicant's memorandum, paragraph 5).

[21] The formal announcement of the winning bidder has not yet been made.

b) **ANALYSIS**

[22] The timeliness of the procurement process has been described by Décary J.A. in *IBM Canada Ltd. v. Hewlett Packard (Canada) Ltd.*, 2002 FCA 284 in the following manner at paragraphs 18, 19 and 20 of that decision:

> **Timeliness in general**
> [18] In procurement matters, time is of the essence. The time limits for the filing of a complaint are governed by section 6 of the Regulations. Subsection 6(1) requires potential suppliers to file complaints "not later than ten working days after the day on

> which the basis of the complaint became known or reasonably should have become known" to them (my emphasis). Subsection 6(2) provides for the delivery of formal objections to the contracting authority within ten working days of the potential suppliers knowing or having objective knowledge of the basis for an objection. If an objection is made, then the ten-day time limit in subsection 6(1) to complain is extended to a further ten working days from the time that a written answer is given to the objection.
>
> [19] Time limits are also imposed on the Tribunal. The Tribunal must determine whether the conditions for inquiry are met within five working days after the filing of a complaint (section 7) and it must issue its findings and recommendations within 90 days or, at the latest, within 135 days after the filing of a complaint (section 12).
>
> [20] Complaints, on the other hand, may be filed "concerning any aspect of the procurement process that relates to a designated contract" (ss. 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47). Therefore, potential suppliers are required not to wait for the attribution of a contract before filing any complaint they might have with respect to the process. They are expected to keep a constant vigil and to react as soon as they become aware or reasonably should have become aware of a flaw in the process. The whole procurement process, as is illustrated by the Question and Answer method which ensures that potential suppliers equally know at all times what conditions have to be met, is meant to be as open as it is meant to be expeditious. It is focussed on achieving finality of contracts in the best possible time.
>
> [Emphasis added.]

[23] The IBM case related to a dispute that arose following the interpretation of specific sections of the RFP following the Question and Answer method provided under the RFP. The Question and Answer method allowed bidders to pose questions and receive answers from PWGSC about the RFP. All bidders were openly advised of the questions (except for the identity of their author) and answers via a computer system. The procurement process, as illustrated by the Question and Answer method, ensures that potential suppliers equally know at all times what conditions have to be met.

[24] Potential suppliers, as stated by Décary J.A., "are required not to wait for the attribution of a contract before filing any complaint they might have with respect to the process. They are expected to keep a constant vigil and to react as soon as they become aware or reasonably should have become aware of a flaw in the process". The procurement process was characterized by Décary J.A. as "meant to be as open as it is meant to be expeditious. It is focussed on achieving finality of contracts in the best possible time".

[25] The respondent CGI, citing Décary J.A. at paragraph 20 in IBM, stressed that the potential supplier should not wait for the attribution of the contract before filing any complaint they might have about the process. The process must move swiftly and expeditiously in order to progress towards its finality.

[26] There is no question that the process is meant to be expeditious. But it is also meant to be open.

[27] In the case at bar, the Tribunal was called upon to assess evidence exclusively of a second-hand nature gathered by the applicant through personal contacts at PWGSC. The only communication which could be viewed as having been authorized, although more evidence would be required on this point, is that which was uttered by Mr. Chénier, the Director General of Service Management and Delivery.

[28] The basis of the complaint rests on allegations gathered from leaked evidence, which the respondent Minister of Public Works and Government Services has described in the following way at paragraph 8 of his memorandum of fact and law:

> Although the truth or falsity of TPG's underlying allegations is not an issue in this proceeding, if it were, then the Attorney General's position would be that these allegations are a disingenuous combination of speculation, rumour and second-hand (sometimes third-hand) reports of water-cooler gossip.

[29] The respondent Minister submits that admittedly the information filed by the applicant was second-hand, sometimes third-hand. The Tribunal was, however, still obligated to proceed on the basis of that evidence and determine, on the basis of what the applicant knew, whether the complaint was brought in a timely fashion.

[30] We are not concerned about the truth or falsity of TPG's underlying allegations. We are very much concerned about the openness of the system. The starting point of a time-barring period, which is the demarcation of a period which allows for the exercise, or the loss, of a right, cannot revolve exclusively around unauthorized communications in the nature of "water-cooler gossip".

[31] This runs counter to the whole philosophy of the procurement system.

[32] The system must be a proper one. If not, it cannot function because it is an unprincipled one contrary to law.

[33] I refer to paragraphs 5 and 6 of the affidavit of Stanley Estabrooks, an employee of TPG, who was formerly an employee of PWGSC, who wrote (A.R.A., p. 275-276):

> 5. During my years at PWGSC, I led a team of contractors and civil servants that prepared a large and highly complex Request for Proposal ("RFP") and evaluated proposals by bidders which led to the award of a multi-million dollar services contract for workstation management services. It was my responsibility to ensure that the technical evaluation was completed correctly, documented properly and that the results were properly communicated. It was also my responsibility to ensure that the evaluation team was not improperly influenced by the private or public sector players involved.
>
> 6. In my capacity at PWGS, I was responsible for ensuring that procurement policies and practices were followed and that no bias or other preferential treatment affected our work. The requirement to ensure that procurement policies and practices were properly followed required that I monitor all events, communications and actions of my team to ensure a clean procurement. Therefore, I am very familiar with the processes of a proper procurement, and in particular the processes and practices required to ensure that no opportunity for improper procurement practices are allowed.

[34] The legal requirements under the Act and Regulations reflect this principle.

[35] The opening statement in Article 1017(1)(*a*) and (*f*) of Chapter 10 of the *North American Free Trade Agreement Between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, 17 December 1992, Can. T.S. 1994 No. 2 (entered into force 1 January 1994) (NAFTA), provides that "In order to promote fair, open and impartial procurement procedures", each Party shall adopt and maintain bid challenge procedures for procurement which meet certain standards. It reads in its relevant parts:

Section C - Bid Challenge	**Section C - Contestation des offres**
Article 1017: Bid Challenge	**Article 1017 : Contestation des offres**
1. In order to promote fair, open and	1. Afin de favoriser des procédures

impartial procurement procedures, each Party shall adopt and maintain bid challenge procedures for procurement covered by this Chapter in accordance with the following:	équitables, ouvertes et impartiales en matière de marchés publics, chacune des Parties adoptera et maintiendra des procédures de contestation des offres pour les marchés visés par le présent chapitre, en conformité avec les points suivants :
a) each Party shall allow suppliers to submit bid challenges concerning any aspect of the procurement process, which for the purposes of this Article begins after an entity has decided on its procurement requirement and continues through the contract award;	a) chacune des Parties permettra aux fournisseurs de présenter des contestations des offres portant sur tout aspect du processus de passation des marchés, lequel, pour l'application du présent article, débutera au moment où une entité décide des produits ou services à acquérir et se poursuivra jusqu'à l'adjudication du marché;
[…]	[…]
(f) a Party may limit the period within which a supplier may initiate a bid challenge, but in no case shall the period be less than 10 working days from the time when the basis of the complaint became known or reasonably should have become known to the supplier;	f) une Partie pourra limiter le délai octroyé à un fournisseur pour engager une contestation. Cependant, ce délai ne pourra en aucun cas être inférieur à 10 jours ouvrables à compter de la date à laquelle le motif de la plainte aura été connu ou aurait raisonnablement dû être connu du fournisseur;
[…]	[…]

[36] Article 514 of Chapter Five of the *Agreement on Internal Trade*, C. Gaz. 1995. I.1323 (Agreement on Internal Trade), which applies to complaints regarding procurement by the Federal Government, states in its paragraph 2(*d*):

Article 514: Bid Protest Procedures - Federal Government	**Article 514 : Procédures de contestation des offres — gouvernement fédéral**
[…]	[…]

2. In order to promote fair, open and impartial procurement procedures, the Federal Government shall adopt and maintain bid protest procedures for procurement covered by this chapter that:	2. Afin de favoriser des procédures équitables, ouvertes et impartiales en matière de marchés publics, le gouvernement fédéral adopte et maintient, à l'égard des marchés publics visés par le présent chapitre des procédures de contestation des offres :
[…]	[…]
(d) limit the period within which a supplier may initiate a bid protest, provided that the period is at least 10 business days from the time when the basis of the complaint became known or reasonably should have become known to the supplier;	d) limitant le délai accordé à un fournisseur pour engager une contestation des offres, délai qui, toutefois, ne peut être inférieur à 10 jours ouvrables à compter de la date à laquelle le fournisseur a pris connaissance du fondement de la plainte ou aurait dû raisonnablement en prendre connaissance;
[…]	[…]
[Emphasis added.]	[Je souligne.]

[37] Under paragraph 30.11(2)(*c*) of the Act, the potential supplier must meet its onus when filing a complaint. That paragraph provides:

Filing of complaint 30.11 (1) Subject to the regulations, a potential supplier may file a complaint with the Tribunal concerning any aspect of the procurement process that relates to a designated contract and request the Tribunal to conduct an inquiry into the complaint.	**Dépôt des plaintes** 30.11 (1) Tout fournisseur potentiel peut, sous réserve des règlements, déposer une plainte auprès du Tribunal concernant la procédure des marchés publics suivie relativement à un contrat spécifique et lui demander d'enquêter sur cette plainte.
Contents of complaint	**Forme et teneur**
(2) A complaint must	(2) Pour être conforme, la plainte doit remplir les conditions suivantes :

[…]	[…]
(c) contain a clear and detailed statement of the substantive and factual grounds of the complaint;	c) exposer de façon claire et détaillée ses motifs et les faits à l'appui;
[…]	[…]

[38] Section 7.(1)(*c*) of the Regulations under the heading **Conditions for Inquiry**, sets the procedure to be followed by the Tribunal. It states:

CONDITIONS FOR INQUIRY	**CONDITIONS DE L'ENQUÊTE**
7. (1) The Tribunal shall, within five working days after the day on which a complaint is filed, determine whether the following conditions are met in respect of the complaint:	7. (1) Dans les cinq jours ouvrables suivant la date du dépôt d'une plainte, le Tribunal détermine si les conditions suivantes sont remplies :
[…]	[…]
(c) the information provided by the complainant, and any other information examined by the Tribunal in respect of the complaint, discloses a reasonable indication that the procurement has not been conducted in accordance with whichever of Chapter Ten of NAFTA, Chapter Five of the Agreement on Internal Trade or the Agreement on Government Procurement applies.	c) les renseignements fournis par le plaignant et les autres renseignements examinés par le Tribunal relativement à la plainte démontrent, dans une mesure raisonnable, que la procédure du marché public n'a pas été suivie conformément au chapitre 10 de l'ALÉNA, au chapitre cinq de l'Accord sur le commerce intérieur ou à l'Accord sur les marchés publics, selon le cas.
[Emphasis added.]	[Je souligne.]

[39] The Tribunal had the duty to ask itself, as a preliminary matter, if the type of information filed by the complainant indicated that an open and fair system, in the spirit of Chapter Ten of NAFTA or Chapter Five of the Agreement on International Trade, was unfolding.

[40] In the circumstances of this case, contrary to paragraph 30.11(2)(*c*) of the Act, the Tribunal had no factual grounds on which it could determine the starting point of the limitation period. Therefore, the Tribunal could not, for instance, state in its reasons that "On or about February 26, 2007, PWGSC advised TPG (my emphasis) that CGI, not TPG, was determined to be the winning bidder", since nothing official came out of PWGSC on or about February 26, 2007.

[41] The Tribunal had the duty to go back to the first principles of the bid process and determine whether the allegations were the result of an open process. In the end it could only decline to handle the complaint, on the basis that it was premature given that there had been no communication by PWGSC. The fairness, openness and impartiality of the process required an authorized line of communication if the process is to meet the purposes of the Act (see for instance the Question and Answer method provided in the pending ETS contract in section 1, A.8 of that document, A.R.A. p. 38).

[42] The Tribunal never addressed this issue. It acted in a patently unreasonable manner in not doing so.

THE SECOND GROUND OF THE COMPLAINT

[43] The second ground of the complaint raises an issue of conflict of interest.

[44] Prior to the Solicitation for the pending ETS contract, the applicant was the supplier of the ETS services within Information Technology Services Branch (ITSB), PWGSC. The president of the applicant, Mr. Powell, became aware of the possible appointment of a Mr. Jirka Danek to the position of Director General of Products and Services within ITSB. Mr. Powell was concerned because Mr. Danek was a large shareholder and Chief Executive Officer of Avalon Works, a company which was a subcontractor of TPG.

[45] On May 29, 2006, prior to the issuance of the RFP in question, Mr. Powell wrote to Mr. Poole, Chief Executive Officer of ITSB, expressing concern about Mr. Danek's possible appointment. On June 2, 2006, Mr. Powell was informed, during a meeting with Mr. Poole, that TPG had no cause for concern regarding conflict of interest because Mr. Danek would not be involved in the procurement and contracting activities. Nevertheless, on June 7, 2006, Mr. Powell wrote a letter to Avalon Works informing it that TPG would not include Avalon Works in any bid for the new ETS contract unless the conflict of interest issue was resolved. Avalon Works subsequently partnered with another company to compete for the Solicitation.

[46] In addition to Mr. Danek's financial interest in Avalon Works, he also had a previous history with the apparent successful bidder in this case, the respondent CGI, and had maintained his contacts with CGI up to the present time.

[47] The Tribunal refused to inquire into the applicant's second ground of complaint on the basis that PWGSC's reply on June 2, 2006, constituted a denial of relief with regard to the applicant's objection to the appointment of Mr. Danek as the Director General Products and Services, and thus

TPG’s March 23, 2007 complaint on this ground was held to have been filed beyond the time limit established by subsection 6(2) of the Regulations.

[48] The Tribunal erred in a patently unreasonable manner when it treated the PWGSC's reply of June 2, 2006, as constituting a denial of relief within the meaning of subsection 6(2) of the Regulations. As seen earlier in Article 1017(1)(*a*) of NAFTA, the procurement process is defined as beginning when the RFP is issued. Mr. Powell’s objection was made on May 29, 2006, before the RFP issued. Therefore, although Mr. Poole's statement that there was no cause for concern was communicated after the issuance of the RFP, it did not constitute a denial of relief of an objection made during the procurement process relating to a designated contract (subsection 6(2) of the Regulations). The Tribunal was patently unreasonable in considering this objection within the framework of section 30.11 of the CITT Act.

[49] Whether, notwithstanding this error, the second complaint is time-barred is a matter linked to the first question and to the quality of the information brought by the applicant in its complaint. It should be disposed of in the same manner as the first ground of the complaint, since it is also premature in the circumstances of this case.

CONCLUSION

[50] I would allow this application for judicial review and would set aside the decision of the Tribunal. There should be no costs since no party is granted the conclusions it seeks.

[51] I would set aside the interim order granted by Ryer J.A. on June 7, 2007, since it has served its purpose.

"Alice Desjardins"
J.A.

“I agree.
A.M. Linden J.A.”

“I agree.
Marc Noël, J.A.”

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

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