



LE REGISTRAIRE DES MARQUES DE COMMERCE
THE REGISTRAR OF TRADE-MARKS

Citation: 2016 TMOB 91
Date of Decision: 2016-06-07

IN THE MATTER OF A SECTION 45 PROCEEDING

Lecours, Hébert Avocats Inc.

Requesting Party

and

AT&T Intellectual Property II, L.P.

Registered Owner

TMA673,815 for GO PHONE

Registration

[1] At the request of Lecours, Hébert Avocats Inc. (the Requesting Party), the Registrar of Trade-marks issued a notice under section 45 of the *Trade-marks Act* RSC 1985, c T-13 (the Act) on April 9, 2014 to AT&T WIRELESS SERVICES, INC., the then registered owner of registration No. TMA673,815 for the trade-mark GO PHONE (the Mark).

[2] Section 45 of the Act requires the registered owner of a trade-mark to show, with respect to each of the goods or services specified in the registration, whether the trade-mark was in use in Canada at any time during the three year period immediately preceding the date of the notice and, if not, the date when it was last so in use and the reason for the absence of such use since that date. The relevant period in this case is any time between April 9, 2011 and April 9, 2014.

[3] Following issuance of the notice, the Registrar recorded a series of changes of name and in title of the registration, ultimately to AT&T Intellectual Property II, L.P. (AT&T IP, also referred to as the Owner). These changes are not at issue in this proceeding.

[4] The Owner also voluntarily amended the registration to delete the goods set out therein, which amendment was accepted and recorded by the Registrar on November 18, 2014. As a result, the present proceeding will be assessed in the light of the registration as amended. The services covered by the registration are the following:

Telecommunications services, namely electronic transmission of voice, data, images, audio, video, signals, software, information, and messages, wireless voice messaging services, paging services, and facsimile transmission services for others; electronic audio and/or audiovisual voice messaging services, namely the recording, storage and subsequent transmission of audio and/or audiovisual voice messages in digital format. (the Services)

[5] In response to the Registrar's notice, the Owner filed the affidavit of Justin Thomas, the Associate Director of Product Marketing at AT&T Mobility Services LLC (AT&T Mobility), sworn November 5, 2014.

[6] Both parties filed written representations and attended an oral hearing. At the outset, I note that the Requesting Party made representations concerning the background of the present section 45 proceeding. However, the parameters of the present proceeding are narrow and the motivation of a requesting party is not a consideration in reaching a decision under section 45 of the Act [see *Conorzio Del Prosciutto Di Parma v Maple Leaf Foods Inc*, 2010 TMOB 52 (CanLII)].

[7] It is well established that the purpose and scope of section 45 of the Act is to provide a simple, summary, and expeditious procedure for removing deadwood from the register. While mere assertions of use are not sufficient to demonstrate use in the context of a section 45 proceeding [see *Plough (Canada) Ltd v Aerosol Fillers Inc* (1979), 45 CPR (2d) 194, aff'd (1980), 53 CPR (2d) 63 (FCA)], the threshold for establishing use in these proceedings is quite low [*Lang, Michener, Lawrence & Shaw v Woods Canada Ltd* (1996), 71 CPR (3d) 477 (FCTD)], and evidentiary overkill is not required [see *Union Electric Supply Co v Canada (Registrar of Trade-marks)* (1982), 63 CPR (2d) 56 (FCTD)]. However, sufficient facts must still be provided to permit the Registrar to arrive at a conclusion of use of the trade-mark in association with each of the goods or services specified in the registration during the relevant period.

[8] For the purposes of this decision, the relevant definition of “use” is set out in section 4(2) of the Act as follows:

4(2) A trade-mark is deemed to be used in association with services if it is used or displayed in the performance or advertising of those services.

[9] As set out by the jurisprudence, advertising in Canada alone is insufficient to demonstrate use with respect to services. At the very least, the services have to be available to be performed in Canada [see *Wenward (Canada) Ltd v Dynaturf Co* (1976), 28 CPR (2d) 20 (TMOB)].

[10] This brings me to review the evidence furnished by the Owner by way of the Thomas affidavit. Only the most salient points will be discussed.

The Thomas affidavit

[11] Mr. Thomas first provides a history of the business of AT&T Inc., including the Owner’s corporate background and predecessors in title. Among other things, he states that AT&T Inc. is an American multinational communications holding company headquartered in Dallas, Texas, being one of the largest providers of mobile telephony and fixed (*i.e.*, wireline) telephony in the United States, and has been and is also a provider of broadband internet, subscription television services and video services. He states that AT&T Inc. holds directly or indirectly all the AT&T companies and entities carrying on business in the world, including AT&T Mobility (which is a wholly owned entity of AT&T Inc.) and, also, AT&T IP. He states that in the U.S., the AT&T business is carried out through AT&T Inc.’s operating subsidiaries, affiliates and licensees, including AT&T Mobility. Mr. Thomas sometimes collectively refers to all such companies as “AT&T” and I will do the same below.

[12] Mr. Thomas explains that, throughout the relevant period, AT&T IP licensed AT&T Mobility to use the Mark in the United States and Canada for its products and services. He states that this license granted non-exclusive permission to use the Mark and at all times such licensed use has been and is in accordance with the policies, specifications, directions and standards of AT&T IP and under its direct control regarding the character and quality of the products and services. He reiterates that all of the AT&T companies have been and are related, either directly

or indirectly to the holding company AT&T Inc., and so have been and are all under the umbrella of AT&T in the offering of products and services in the United States and Canada.

[13] In view of the foregoing, I am satisfied that any use of the Mark described below enures to the benefit of the Owner in accordance with the licensing provisions of section 50 of the Act. I further note that compliance with section 50 of the Act has not been called into question by the Requesting Party.

[14] I will also note that I am satisfied that use of the trade-mark GOPHONE, displayed as one word, in some of the exhibits attached to the Thomas affidavit as described below, constitutes display of the Mark as registered. In this respect, the trade-mark as used maintains its identity and remains recognizable as the registered Mark [see *Registrar of Trade-marks v Compagnie Internationale pour l'Informatique CII Honeywell Bull* (1985), 4 CPR (3d) 523 (FCA); and *Promafil Canada Ltee v Munsingwear Inc* (1992), 44 CPR (3d) 59 (FCA)]. I note that this minor deviation has also not been called into question by the Requesting Party.

[15] Mr. Thomas states that AT&T operates a website at *www.att.com* through which it promotes and advertises many products and services of the various AT&T companies, including the Services under the Mark.

[16] At paragraph 19 of his affidavit, Mr. Thomas states that:

The GO PHONE Services are telecommunications services (namely electronic transmission of voice, data, images, audio, video, signals, software, information, and messages), wireless voice messaging services, paging services, and facsimile transmission services for others and as well, are electronic audio and/or audiovisual voice messaging services (namely the recording, storage and subsequent transmission of audio and/or audiovisual voice messages in digital format) which are available for and through mobile telephones. As well, AT&T Mobility distributes and sells mobile phones in the United States in association with the Mark. AT&T Mobility offers and provides these phones and Services with no annual contract with customers, for prepaid cell phones and with a variety of payment plans. It also provides "Manage Your Account" services which permit the customer to purchase time/minutes for this Service through the *att.com* website. All of these features been [*sic*] available and provided in Canada throughout the Relevant Period.

[17] In paragraph 20 of his affidavit, Mr. Thomas explains that the GOPHONE prepaid phone plans "include International Long Distance Packages which include calls to mobile phones in

Canada”. He states that “[t]he Services are marked for use in Canada and Mexico, as well as the U.S. [and that] these phones can be used by Americans traveling in Canada or by Canadians living in Canada.”

[18] In paragraph 22 of his affidavit, Mr. Thomas states that “[t]he *att.com* website promoting the GOPHONE Services has been accessible by Canadians throughout the Relevant Period and Canadians have accessed this website.” He goes on to state that the “website describes the phones and the Services including providing information to Canadians” and that “Canadians have been and are provided with information about the AT&T Customer Service Telephone Number, to which Canadians have access to obtain further information about the Services.”

[19] Mr. Thomas states that, during the relevant period, AT&T Mobility advertised the Services in association with the Mark through radio stations, such as Detroit radio stations.

[20] Mr. Thomas further states that brochures were distributed in the U.S. and were available for downloading online from the *att.com* website during the relevant period.

[21] At paragraph 28 of his affidavit, Mr. Thomas states that:

“Snowbirds” from Canada, that is, people, usually retirees but also vacationers, spend a significant period of time each year in the warmer states, such as California, Arizona, Florida, Texas and the Carolinas, avoiding the snow and cold weather of Canada. The GO PHONE Services are advertised, marketed and sold in those states and have been during the Relevant Period. The features of the GO PHONES Services are beneficial to these “Snowbirds”, who purchase the GO PHONE Services in the US and use them in the US and Canada. In addition, there are targeted promotions to international travelers including Canadians to use the Services bearing the GO PHONE Mark. [...] I am personally aware that AT&T Mobility provides the Services bearing the GO PHONE Mark to Canadians and did during the Relevant Period.

[22] Mr. Thomas then provides, in paragraph 29 of his affidavit, “Canadian roaming usage figures (that is, the provision of roaming services for the Services) for the GO PHONE Services during the Relevant Period”, as follows:

- (I) Subscriber count – 43,263 persons
- (II) Number of calls – 170,987
- (III) Total minutes of use – 336,545

[23] Mr. Thomas also provides, in paragraph 30 of his affidavit, “the International Calling to Canada usage figures (that is, the provision of the Services) for the GO PHONE Services during the Relevant Period” as follows:

- (I) Subscriber count – 60,822 persons
- (II) Number of calls – 337,903
- (III) Total minutes of use – 1,693,518

[24] In support of the foregoing, Mr. Thomas attaches to his affidavit several exhibits which he describes as follows:

- Exhibits 3 and 3A: pages printed from the *att.com* website which describe the GOPHONE product and Services. Mr. Thomas states that these pages or the like were available at the website throughout the relevant period. He points out that “[o]ne of the web pages includes a representation of the AT&T card with the GO PHONE Mark displayed (as two words). This is an accurate representation of the AT&T card with the GO PHONE Mark displayed (as two words) which has been available throughout the Relevant Period”;
- Exhibit 4: “a Plan Detail for the Detroit, Michigan market for March 2013 for GO PHONE radio advertisements”;
- Exhibit 4A: “a listing of the national radio networks on which AT&T Mobility has advertised the GO PHONE Mark in respect of the Services”;
- Exhibit 5: “the radio copy for both DJ Chatter (the DJs on the radio station ‘talk up’ the phones and services as a form of promotion) and pre-recorded radio spots”;
- Exhibit 5A: “the script for the Walmart radio advertisement”;
- Exhibit 6: “copies of signal maps” showing the range of the radio broadcast signals from four of the Detroit radio stations listed in Exhibit 4;

- Exhibits 7 and 7A: copies of the GO PHONE sales brochure distributed in the U.S. Mr. Thomas states that, during the relevant period, these brochures were available for downloading online from the *att.com* website, which is accessible from Canada. He further states that “[t]hrough this GO PHONE program, customers were automatically enrolled and eligible for roaming charges, including into Canada” and he provides the particular costs per use for such roaming services, including “Local & Long Distance calls (Inbound and Outbound)”, “Text Messaging” and “Picture messaging”. Mr. Thomas adds that “To reach customer service when roaming in Mexico or Canada, customers could dial 611 or +1(408)962-1025”; and
- Exhibit 8: a printed “advertisement for the GO PHONE Mark which is directed to Canadians – *Canada, a great place to talk.*”

The Requesting Party’s representations

[25] The Requesting Party’s main arguments are that no invoices attesting to the fact that Canadian customers paid for any of the Services have been provided, and that all evidence of use of the Mark set out in the affidavit merely establishes use of the Mark in the U.S., not Canada.

[26] More particularly, commenting on the Exhibits 3 and 3A web pages, the Requesting Party submits that they were printed from a U.S. website and concern calling plans for customers located in the U.S. It submits that although Canada is listed as a country included in the packages for international calls from within the U.S., this does not demonstrate that any of the Services are provided *in Canada*. Rather, this type of package is designed for customers in the territory of the U.S. who wish to make calls abroad and is not designed for customers located in Canada.

[27] The Requesting Party further submits that there is no evidence that these web pages were ever accessed by Canadians, nor is there even evidence of how the services described therein could be purchased from Canada.

[28] Turning to the radio advertisements, the Requesting Party submits that Exhibit 4 merely consists of a list of radio stations, all located in Detroit, Michigan, not Canada. As for Exhibit 4A, the Requesting Party submits that it is not clear that any of the listed radio networks

are located in Canada and that such an ambiguity must be interpreted against the interests of the Owner [see *Plough, supra*]. The Requesting Party further submits that Exhibits 5 and 5A are also not relevant because they are no more indicative of advertisements done via radio stations located in Canada, or that the retail stores referred to in these advertisements were located in Canada, as opposed to the U.S. Lastly, the Requesting Party submits that Exhibit 6 merely confirms that these radio advertisements were broadcast from the U.S. and were intended for the U.S. market, not for Canada.

[29] Commenting on the Exhibit 7 brochure, the Requesting Party points out that it refers to the practice of “roaming”, which it submits is the ability for a cellular customer to use the facilities belonging to another service provider while moving from one geographic area to another, without losing phone service. More particularly, it submits that the brochure merely indicates that subscribers from the U.S. that are travelling abroad may use the GO PHONE international roaming service plan packages while travelling to Canada. The Requesting Party further stresses that Mr. Thomas states that this brochure was distributed in the U.S., not in Canada. Thus, the Requesting Party submits that the Exhibit 7 brochure does not show use of the Mark in Canada in association with the Services or otherwise.

[30] As for the Exhibit 7A brochure, the Requesting Party submits that nowhere does it refer to any kind of service being offered in Canada. Thus, it also does not show use of the Mark in Canada in association with the Services or otherwise.

[31] Lastly, commenting on the Exhibit 8 brochure, the Requesting Party submits that the brochure targets Canadians present in the U.S. who wish to call in Canada, as opposed to customers located in Canada. Thus, it submits that this brochure does not show use of the Mark in Canada in association with the Services or otherwise.

Analysis

[32] I agree with the Requesting Party that the evidence furnished by the Owner does not provide sufficient facts from which I can determine that the Mark was in use in Canada during the relevant period in association with each of the Services.

[33] As discussed in more detail below, I find there are significant ambiguities in the Thomas affidavit, the most important one being that it is not clear whether Canadian customers were able to purchase and obtain the Services without first having to leave Canada.

[34] As a preliminary matter, as much of the evidence revolves around “roaming” services, I will address what constitutes “roaming”.

[35] As indicated above, Mr. Thomas makes reference in his affidavit to “roaming”. However, neither he nor the Owner defines such term.

[36] At the hearing, the Owner objected to the Requesting Party’s submission as to what constitutes “roaming”. The Owner argued that it is not for the Requesting Party to explain what “roaming” is. To the contrary, the Requesting Party argued that this is a matter for which I can take judicial notice. I agree with the Requesting Party.

[37] It is the Owner itself, through Mr. Thomas’ affidavit, who makes reference to “roaming” services in Canada without expressly defining such services. However, as noted above, in reference to Exhibits 7 and 7A, Mr. Thomas provides details regarding what is included in “roaming” services, namely “Local & Long Distance calls (Inbound and Outbound)”, “Text Messaging” and “Picture messaging”. The term “roaming” is also referred to in some of the exhibits attached to his affidavit (for instance in Exhibits 3 and 8 discussed in further detail below).

[38] As I may refer to dictionaries to determine the meaning of a word, I note the following definitions of the term “roam”/“roaming”:

Roam: [...] 4. *intr.* (of a cellphone user) move from one geographic area to another without losing phone service. *Oxford Canadian Dictionary, Second Edition*

Roam: [...] 3. to use a cellular phone outside one’s local calling area – *roaming charges*. *Merriam-Webster*

Roaming: A facility which may be offered by public access services whereby subscribers to a certain service are able to make and/or receive calls to/from facilities belonging to another service provider.

Travelling with your wireless phone outside your local calling area is called "roaming" ... your wireless phone will always let you know when you're roaming-either an indicator will light up or the word "ROAM" will display on your phone's screen. *TERMIUM Plus* (Government of Canada's terminology and linguistic database, Translation Bureau)

[39] Bearing in mind these definitions, it is apparent from the Exhibit 3 web pages that all of the GO PHONE prepaid phone plans described therein are targeted to customers located in the U.S. The only mentions of Canada are when referring to monthly plans having "unlimited text to Mexico, Canada and over 100 countries" and to "International Long Distance Packages" that include fixed minutes of calling per month from the U.S. to landlines and mobile phones in over 50 countries, including Canada. Further, under the heading "International Calling and Roaming Plan Terms", Exhibit 3 includes a list of the features included in these plans such as "Basic Voicemail", "Call Forwarding", "Call Waiting", and "Data, Messaging or International Long Distance Package".

[40] In the same vein, the Exhibit 3A web pages describe international long distance calling packages "for calls from your GoPhone in the U.S. to wireless phones and landlines in Mexico". The packages also include "calls to wireless phones in other countries like Canada, China, and India, and landlines in over 50 countries".

[41] Notably, the *att.com* website excerpts at Exhibits 3 and 3A do not contain indicia that any of the phone plans described therein can be purchased online from Canada, such as contact information in Canada or for Canadians or displaying prices in Canadian dollars.

[42] The Exhibit 8 advertisement also points toward a finding that the performance or availability of the Services, if any, in Canada would have been only through roaming services, as per the following description:

Canada,
a great place to talk
•Talk and travel across the border
•Roaming – just 39¢/min
No annual contract •No credit check

[43] Furthermore, as stressed by the Requesting Party, there is no indication that this advertisement was distributed in Canada at any time.

[44] The Exhibit 7 brochure also points toward the finding that the performance or availability of the Services, if any, in Canada would have been only through roaming services. It is to be noted that the copy of the brochure of record is mostly illegible. From what I can see, it merely refers (under the heading “international long distance”) to the possibility for U.S. customers to use their GoPhone mobile phones while travelling abroad, including in Canada. Furthermore, although Mr. Thomas states that the brochure was distributed in the U.S. and was available online at the *att.com* website, as stressed by the Requesting Party, there is no indication that this brochure was ever downloaded or viewed by Canadians.

[45] I will note at this point that Exhibit 7A, which Mr. Thomas describes as a copy of the GO PHONE sales brochure that is currently available and would have been distributed in the U.S., is of no assistance to the Owner. Suffice it to note that it nowhere refers to any kind of services being offered in Canada.

[46] I also note that Exhibits 4, 4A, 5, 5A and 6 pertaining to radio advertisements are of no more assistance to the Owner in the present case. As stated by the Federal Court in *Playboy Enterprises Inc v Germain* (1987), 16 CPR (3d) 517 (FCTD) at paragraph 10, “use of a verbal description is not use of a trade-mark within the meaning of the [Act]. A ‘mark’ must be something that can be represented visually.”

[47] Leaving aside the issue of sound marks [see *Gowling Lafleur Henderson LLP v Fort James Operating Co*, (2008) 73 CPR (4th) 15 (TMOB)], I agree with previous decisions of the Registrar that have held that traditional word marks, such as the Mark, must be represented visually in order to constitute use within the meaning of section 4 of the Act [see *Holmes v Pandemic 101 Corp*, 2010 TMOB 68 (CanLII) and *Poltev v MMI-GOC LLC*, 2012 TMOB 167, 105 CPR (4th) 72].

[48] In any event, the Act makes a distinction between when a trade-mark is deemed to be “used” (section 4) and when it is deemed to be “made known” (section 5). While the Owner’s radio advertisements may be relevant in demonstrating that the Mark has become known in Canada, the issue in this proceeding is whether the Mark was used in Canada during the relevant period within the meaning of sections 4 and 45 of the Act.

[49] Even if I accept that roaming services have been performed in Canada during the relevant period, I find it unclear whether and to what extent each and every one of the Services was performed or available to be performed in Canada through such roaming services. Although Mr. Thomas asserts that all of the GO PHONE Services were provided in Canada during the relevant period, I note that the features included in the “International Calling and Roaming Plan Terms” referred to in the Exhibit 3 web pages are limited to the following: “Basic Voicemail”, “Call Forwarding”, “Call Waiting”, “Caller ID”, “Three-Way Calling”, “Visual Voice Mail”, and “Data, Messaging or International Long Distance Package”. The “Data Packages” include “Access [to] email, favorite social media networks, and more!” However, no correlation is made between these features and each of the specific Services listed in the registration.

[50] As the registered “electronic transmission” services are defined broadly, it would seem that aspects of roaming services would fall under some of the registered services. For example, local and long distance calling is arguably a form of “electronic transmission of voice”. However, it is not as clear that, for example, the registered services “electronic transmission of software” would be captured by the Owner’s roaming services.

[51] Furthermore, while Mr. Thomas provides “Canadian roaming usage figures” including the “number of calls” and “total minutes of use”, it is unclear how these figures were calculated. For instance, there is no indication that these calls were made *by* Canadian customers as opposed to American customers using their GO PHONE prepaid phone plans purchased in the U.S. while travelling in Canada.

[52] Similarly, the “International Calling to Canada” usage figures provided by Mr. Thomas are also of no assistance to the Owner in this proceeding. In this respect, the mere fact that customers from within the U.S. (be it Canadian “snowbirds” or U.S. citizens) made phone calls *to* Canada during the relevant period by no means evidence that any of the Services were ever performed or available to be performed *in* Canada.

[53] In any event, even if I accept that each of the Services as registered has been performed in Canada during the relevant period through roaming, the evidence does not establish such performance in association with the Mark. There is no indication, for example, that the Mark is displayed on the mobile phone screen when roaming. While the Mark is displayed on the SIM

card reproduced in the Exhibit 3 web pages, it is unclear how this would constitute use or display of the Mark in the performance of the Services when roaming.

[54] As discussed above, the evidence, at most, shows use or display of the Mark in the mere *promotion and advertisement* of the Services.

[55] In this regard, while Mr. Thomas baldly states in paragraph 22 of his affidavit that “[t]he *att.com* website promoting the GOPHONE Services has been accessible by Canadians throughout the Relevant Period and Canadians have accessed this website”, I find it is unclear to what extent Canadians did in fact access such website and observe the Mark via their computer screen located in Canada. As indicated above, the GO PHONE Services are only one of the products promoted and advertised through the *att.com* website.

[56] In any event, even if I infer that individuals observed the Mark displayed on the *att.com* website on computers in Canada during the relevant period, there is no indication that the Owner was prepared to offer any of the Services in Canada without Canadian customers having first to leave Canada to purchase the Services in the U.S.

[57] To the contrary, as noted above, Mr. Thomas expressly states that the “features of the GO PHONE Services are beneficial to [...] ‘Snowbirds’, *who purchase the GO PHONE Services in the US and use them in the US and Canada*” [my emphasis]. Again, there is no indication that any of the Services could be purchased from Canada via the *att.com* website or by telephone.

[58] I find that a parallel can be drawn between the present situation and the one in *Boutique Limitée Inc v Limco Investments, Inc.* (1998), 84 CPR (3d) 164 (FCA), where the Federal Court of Appeal stated that: “...a sale to a Canadian in the United States does not amount to use of a mark in the normal course of trade in Canada” [at paragraph 16]. Although the decision in *Boutique* concerns use of a trade-mark in association with goods as opposed to services, I find the underlying principle applicable to the particular facts of this case.

[59] Furthermore, as stated by the Registrar in *Stikeman Elliott LLP v Millennium & Copthorne International Limited*, 2015 TMOB 231 (CanLII): “[t]he argument that some activity is ‘technically’ use should not be successful. [...] Where a trade-mark owner performs services in another jurisdiction and wishes to obtain and maintain a registration in Canada in association

with the same trade-mark and same services, it should generally mirror the performance of those services in Canada; merely casting the shadow of those services is insufficient” [at paragraphs 44 and 45].

[60] In the end, for all the reasons that I have discussed above, I am not satisfied that the Owner has demonstrated use of the Mark in association with each of the Services within the meaning of sections 4(2) and 45 of the Act. Further, the Thomas affidavit does not furnish evidence of special circumstances to justify the absence of use.

Disposition

[61] In view of the foregoing, pursuant to the authority delegated to me under section 63(3) of the Act, registration No. TMA673,815 will be expunged in compliance with the provisions of section 45 of the Act.

Annie Robitaille
Member
Trade-marks Opposition Board
Canadian Intellectual Property Office

**TRADE-MARKS OPPOSITION BOARD
CANADIAN INTELLECTUAL PROPERTY OFFICE
APPEARANCES AND AGENTS OF RECORD**

HEARING DATE: 2016-04-13

APPEARANCES

Colleen Spring Zimmerman

FOR THE REGISTERED OWNER

Claude Lévesque

FOR THE REQUESTING PARTY

AGENTS OF RECORD

Fogler, Rubinoff LLP

FOR THE REGISTERED OWNER

Levesque Juriconsult Inc.

FOR THE REQUESTING PARTY