

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

(Class Action)  
SUPERIOR COURT

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NO: 500-06-000791-166

OSHRAT HALFON, [REDACTED]  
[REDACTED]  
[REDACTED]

and

GABRIEL MALKA, [REDACTED]  
[REDACTED]  
[REDACTED]

Applicants

-vs-

MOOSE INTERNATIONAL INC.

Defendant

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**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO  
APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFFS**  
(ARTICLE 571 AND FOLLOWING C.C.P)

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**TO THE HONOURABLE CHANTAL CHATELAIN, J.C.S., DESIGNATED TO HEAR THE PRESENT  
CLASS ACTION, YOUR APPLICANTS STATE AS FOLLOWS:**

**I. GENERAL PRESENTATION**

**A) THE ACTION**

1. The Applicants wish to institute a class action on behalf of the following group, of which they are members, namely:

All consumers worldwide (subsidiarily in Canada or in Quebec), who have purchased, acquired and/or own Moose Knuckles clothing items, including but not limited to parkas, jackets, hats, boots, hoodies and sweaters which Defendant claimed were "Made in Canada" (hereinafter the "**Products**"),

or any other group to be determined by the Court;

(hereinafter referred to as the “Group”)

2. The Defendant is a wholesaler engaging in the activity of producing, manufacturing, marketing, distributing and selling of the “Moose Knuckles” clothing brand, as it appears from an extract of the enterprise’s information statement from the Quebec enterprise register (CIDREQ), **Exhibit P-1**;
3. “Moose Knuckles” is a registered trade-mark, registration number TMA788861, filed by the Defendant on October 23<sup>rd</sup>, 2009, for the following goods: (1) Jackets; clothing, namely, shirts, suits, pants, sweaters, underwear, bathing suits, socks, **Exhibit P-2**;
4. The following trade-mark design of the Moose Knuckles logo, registration number TMA788858, was filed by the Defendant on October 23<sup>rd</sup>, 2009, **Exhibit P-3**:



5. The Defendant sells its Moose Knuckles parkas for men, women and children to consumers in retail stores across Canada and worldwide;
6. Consumers can also purchase Moose Knuckles parkas directly from the Defendant via its website <http://www.mooseknucklescanada.com> (hereinafter the “Website”);
7. Moose Knuckles parkas retail on-line and in retail stores for approximately \$600.00 and upwards, with some models retailing on the Defendant’s Website for as much as \$35,000.00, **Exhibit P-4**;
8. Although the Defendant does not report its earnings publicly, and there is no way to be certain of its annual sales figures at this stage, the company’s President, during an interview with Patrick White of the Globe and Mail, did make public that Moose Knuckles had retail sales of **over \$100 million for 2014**, as it appears from a copy the news article titled “*Made in Canada: For these seven companies, high design equals high returns*”, **Exhibit P-5**;
9. In said news article, Exhibit P-5, published on the Globe and Mail’s website on October 29<sup>th</sup>, 2015, National Reporter Patrick White writes the following based on his interview with the President of Moose Knuckles:

What started six years ago as a luxury brand of Winnipeg-made down-stuffed coats sold largely through Holt Renfrew has **blossomed into an international juggernaut that derives three-quarters of its sales from outside Canada. Peak demand comes from Italy, South Korea**

and VIPs such as Drake, the Kardashians and Saul Berenson (otherwise known as Mandy Patinkin, for non-Homeland fans). **Over the past year, U.S. luxury retailers Saks, Nordstrom and Bloomingdale's have picked up the brand as well**, attracted by the rugged furniture zipper, playful hockey-fight logo and a natural cotton texture that sets it apart from synthetic materials favoured by competitors. **With celebrity cachet and retail sales of over \$100 million last year, Moose Knuckles is defining its own terms.**

10. Based on these assertions, total Moose Knuckles sales in Canada for 2014 alone would be **\$25,000,000.00** and likely even more for 2015;
11. The Defendant falsely represents to Group members that its Moose Knuckles parkas have a specified geographic origin, claiming that the parkas are "*Made in Canada*", when in reality they are made outside of Canada and only finished at the Defendant's facilities in Winnipeg;
- 11.1 In proceedings filed by the Defendant in the Montreal Superior Court (Commercial Division) file number 500-11-049168-152, involving Moose International Inc. against its former director William Pohoresky and others, the Defendant's CEO, Noah Stern, declares as follows at paragraph 14 of his Affidavit signed on July 22<sup>nd</sup>, 2015, Applicants disclosing Exhibit P-19:

Poho also dealt directly with **the factories that manufactured the Moose Knuckles products**, which are **currently located in China, Vietnam and Winnipeg**, Manitoba and **which were previously also** located in Toronto, Ontario and Montréal, Québec;

[our emphasis in bold].

- 11.2 In proceedings filed later on in the same dispute (Superior Court file no. 500-11-049168-152), on **February 16<sup>th</sup>, 2016**, the Defendant admits the following at paragraphs 30 and 185 of its *Third Amended Application Seeking an Oppression Remedy and the Issuance of Interim, Safeguard, Interlocutory, and Final Orders to Inter Alia Force Compliance with Agreement, Prevent and Sanction Passing Off and Unfair Competition, Including an Order Seeking the Expulsion of a Director, Forfeiture of Shares, Damages and the Issuance of a Writ of Seizure Before Judgment*, Applicants disclosing **Exhibit P-20:**

30. Since 2010, Rapkowski and Canlin, and the **South Korean fabric mill** they represent, Jang Ki Textile Corp. (hereinafter "**Jang Ki**"), **supplied Moose with approximately 80-90 % of its total shell fabric requirements**, and this by way of the fabric bearing the code "**JKKD-NC OXFORD AERO WASHER**", which had been **developed by Jang Ki** with Moose's

assistance so as to provide the fabric with a breathable and anti-static finish;

[...]

**185.** Moose's production for the fall/winter 2015 season in its factories in China, Vietnam and Winnipeg, Manitoba is underway as the delivery of the booked orders commenced in June 2015 and continues through December 2015;

**[our emphasis in bold]**

- 11.3 According to the Commissioner of Competition, the Defendant does not make its parkas in Canada, as it falsely claims. Rather, the Defendant merely finishes its parkas, at most, in Winnipeg, Manitoba, as it appears from a copy of the Application filed by the Commissioner to the Competition Tribunal, dated **April 26<sup>th</sup>, 2016** (several months after the Defendant and its CEO made their declarations), Applicant disclosing **Exhibit P-9**;
12. Consumers and Group members are willing to pay a premium for parkas that are made in Canada;
13. The Defendant makes false and misleading representations: (i) in physical retail stores, on the Moose Knuckles parkas labeling; and (ii) on its Website, by unlawfully stating that its parkas are "*Made in Canada*";
14. For example, until recently, consumers looking at different Moose Knuckles parka models on the Defendant's Website, such as the 'Stirling Parka LDS' (style MK2003LP), would see the following page with the "Made in CANADA" claim (the word "CANADA" standing out in red font) next to a red maple leaf at the top of the page, as it appears from a screen capture of the Defendant's website (<http://www.mooseknucklescanada.com/stirling-parka-lds.html>) on September 24<sup>th</sup>, 2015, **Exhibit P-6**:



## STIRLING PARKA LDS

 Made In CANADA

Slim Fitted Core Collection Long Coat

**\$850.00** In stock

COLOUR:



SIZE:

XS

[View Size Chart](#) | [Can't See Your Size Or Colour?](#)

- 1 +

ADD TO CART



15. The Defendant makes the same “Made in CANADA” claim beside a red maple leaf on its Website for **this model and others** from at least September 8<sup>th</sup>, 2014, through October 5<sup>th</sup>, 2015, as it appears *en liasse* from additional screen captures of the Defendant’s Website from September 8<sup>th</sup>, 2014, February 19<sup>th</sup>, 2015 and October 5<sup>th</sup>, 2015, **Exhibit P-7**;

15.1 Since the first filing of the present *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff*, the Defendant continues to mislead consumers by now using (as of November 17<sup>th</sup>, 2016) the following model names for the parkas it sells, Applicants disclosing a screen capture of the Moose Knuckles Canada website as **Exhibit P-21**:

- Quebec Jacket;
- Saskatchewan Parka;
- Sarnia Parka;
- Belleville Jacket;
- Kamloops Jacket;
- Moosonee Parka;
- Alberta Parka;
- Redpath Jacket;

16. In reality, the Defendant imports its Moose Knuckles parkas from Vietnam and elsewhere in Asia in a practically finished form, all the while Defendant intentionally misleads consumers into believing that their parkas are made in Canada;
17. The textiles, the down, and the fur used by the Defendant in its Moose Knuckles parkas are all made from materials originating from outside of Canada, contrary to the representations the Defendant makes to Group members;
18. The Defendant finishes its Moose Knuckles parkas at third party facilities in the city of Winnipeg, province of Manitoba, where it attaches zippers, snaps, fur trims, and labels to its Moose Knuckles parkas;
19. The work that the Defendant actually performs on its Moose Knuckles parkas in Canada does not justify the Defendant's false representations that its Moose Knuckles parkas are "Made in Canada";
20. In fact, the Defendant's Moose Knuckles parkas are made in Asia and, at the very best, are finished in Canada;
21. It is against public order for the Defendant to falsely hold out that its Moose Knuckles parkas have a specified geographic origin;
22. It is against public order for the Defendant, by any means whatever, to make false or misleading representations to consumers;
23. The Competition Bureau of Canada is an independent law enforcement agency that contributes to the prosperity of Canadians by protecting and promoting competitive markets and enabling informed consumer choice;
24. The Competition Bureau is headed by the Commissioner of Competition, who is responsible for the administration and enforcement of the following federal statutes:
  - The *Competition Act*, RSC 1985, c. C-34
  - The *Consumer Packaging and Labelling Act*, RSC, 1985, c. C-38
  - The *Textile Labelling Act*, RSC, 1985, c. T-10
  - The *Precious Metals Marking Act*, RSC, 1985, c. T-10
25. The Enforcement Guidelines Relating to "Product of Canada" and "Made in Canada" Claims, **Exhibit P-8**, published by the Competition Bureau on December 22<sup>nd</sup>, 2009 (hereinafter the "Guidelines"), provides guidance in applying the *Competition Act*, the *Consumer Packaging and Labelling Act* and the *Textile Labelling Act*;
26. According to the Guidelines, the "Made in Canada" claim requires that the following three cumulative conditions be met: (a) the last substantial transformation of the good occurred in Canada; (b) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada; and (c) the "Made in Canada"

representation is accompanied by an appropriate qualifying statement;

27. The claims made by the Defendant concerning the geographic origin of its Products in general, and concerning its Moose Knuckles parkas in specific, fail on all three requirements;
28. On April 26<sup>th</sup>, 2016, the Commissioner of Competition filed an application to the Competition Tribunal in the city of Ottawa, province of Ontario, for an order pursuant to section 74.1 of the *Competition Act*, in respect of conduct reviewable pursuant to paragraph 74.01(1)(a) of the *Competition Act*, [...] Exhibit P-9;
29. It is only at some point in 2016 that the Defendant changed the description concerning the geographic origin of its Moose Knuckles parkas, by adding the terms “with imported textiles” immediately following the “Made in CANADA” claim beside a red maple leaf, as it appears from an extract of the Defendant’s Website on May 3<sup>rd</sup>, 2016, **Exhibit P-10**:



## STIRLING PARKA LDS

🍁 Made In CANADA

Slim Fitted Core Collection Long Coat

**\$850.00** In stock

COLOUR:



SIZE:

XS

[View Size Chart](#) | [Can't See Your Size Or Colour?](#)

- 1 +

ADD TO CART



30. Until recently (some point in 2016), the following Moose Knuckles Products appearing on Defendant’s Website did not contain the accompanying “with imported textiles” statement along with the “Made in CANADA” claim next to the red Canadian maple leaf:

<b>Model</b>	<b>Hyperlink</b>
MENS BALLISTIC BOMBER	<a href="http://www.mooseknucklescanada.com/bomber-ballistic.html">http://www.mooseknucklescanada.com/bomber-ballistic.html</a>
SLOUCHY HAT W POM POM	<a href="http://www.mooseknucklescanada.com/slouchy-hat.html">http://www.mooseknucklescanada.com/slouchy-hat.html</a>
MENS STIRLING PARKA	<a href="http://www.mooseknucklescanada.com/stirling-parka.html">http://www.mooseknucklescanada.com/stirling-parka.html</a>
MENS BUNNY SWEATER	<a href="http://www.mooseknucklescanada.com/mens-bunny-sweater.html">http://www.mooseknucklescanada.com/mens-bunny-sweater.html</a>
GOLD SERIES BOMBER MENS	<a href="http://www.mooseknucklescanada.com/gold-series-bomber-mens.html">http://www.mooseknucklescanada.com/gold-series-bomber-mens.html</a>
GOLD SERIES PARKA MEN	<a href="http://www.mooseknucklescanada.com/gold-series-parka-men.html">http://www.mooseknucklescanada.com/gold-series-parka-men.html</a>
3Q JACKET MENS	<a href="http://www.mooseknucklescanada.com/3q-jacket-mens.html">http://www.mooseknucklescanada.com/3q-jacket-mens.html</a>
GOLD SERIES BOMBER LDS	<a href="http://www.mooseknucklescanada.com/gold-series-bomber-lds.html">http://www.mooseknucklescanada.com/gold-series-bomber-lds.html</a>
3Q JACKET LDS	<a href="http://www.mooseknucklescanada.com/3q-jacket-lds.html">http://www.mooseknucklescanada.com/3q-jacket-lds.html</a>
STIRLING PARKA LDS	<a href="http://www.mooseknucklescanada.com/stirling-parka-lds.html">http://www.mooseknucklescanada.com/stirling-parka-lds.html</a>
DEBBIE BOMBER JACKET	<a href="http://www.mooseknucklescanada.com/debbie-bomber-jkt.html">http://www.mooseknucklescanada.com/debbie-bomber-jkt.html</a>
FLEUR DE LYS PARKA	<a href="http://www.mooseknucklescanada.com/fleur-de-lys-parka-ladies.html">http://www.mooseknucklescanada.com/fleur-de-lys-parka-ladies.html</a>
BEAVER JACKET	<a href="http://www.mooseknucklescanada.com/beaver-jacket-ladies.html">http://www.mooseknucklescanada.com/beaver-jacket-ladies.html</a>
CANADA PARKA	<a href="http://www.mooseknucklescanada.com/canada-parka-men.html">http://www.mooseknucklescanada.com/canada-parka-men.html</a>
CANUCK JACKET	<a href="http://www.mooseknucklescanada.com/canuck-jacket-men.html">http://www.mooseknucklescanada.com/canuck-jacket-men.html</a>

31. The rectifications made by the Defendant to its Website, concerning the descriptions of several of its Moose Knuckles parka models, specifically the insertion of the statement “with imported textiles” now accompanying the “Made in CANADA” claim next to the red Canadian maple leaf, constitute an admission on behalf of the Defendant’s as to its heretofore improper and misleading behaviour concerning the true geographic origin of the Moose Knuckles parkas and establishes the fundamental fact underpinning the present Application;

32. Moreover, the rectified indication that the parkas are “Made in CANADA with imported textiles” is misleading in and of itself because the Products are not made in Canada and the indication therefore has the capacity to induce consumers in error;
- 32.1 As of November 17<sup>th</sup>, 2016, the Defendant has yet again modified the descriptions for the items it sells and the imagery it uses on its website;
- 32.2 Of all the products listed at paragraph 30 above (those still active on Defendant’s Website), save for the Pom Pom Hat, none contain the “Made in CANADA” claim and even the red Canadian maple leaf has been removed from all product descriptions. The claim now reads: “MADE IN CANADA WITH CANADIAN AND IMPORTED COMPONENTS”, as it appears from screen captures of the Defendant’s website (<http://www.mooseknucklescanada.com/stirling-parka-lds.html>), disclosed herewith as Applicants’ **Exhibit P-22**;
33. The Defendant manufacturers its Moose Knuckles parkas in Asia in their nearly complete form and then imports said parkas to its facilities in Canada under the Harmonized Item Description and Coding System code 6201930034 (Mens/Boys Anoraks, Ski And Wind Jackets And Similar Articles - Woven - Man-Made Fibres), among others;
34. The Harmonized Item Description and Coding System is an international standard maintained by the World Customs Organization (of which Canada is member) that classifies traded products;
35. For example, the Moose Knuckles parkas illustrated in the picture below, **Exhibit P-11**, were received in their nearly completed form at three plants in the city of Winnipeg, province of Manitoba, where the parkas were completed:



36. As it appears in the picture above, Exhibit P-11, the imported parkas were almost completely made in Asia and sent to Canada missing only final touches such as the fur trim, zippers, snaps, and labels;
37. The work done on the nearly finished Moose Knuckles parkas in the Canadian plants does not constitute a substantial transformation;
38. When the Defendant received the goods in Canada they were already Moose Knuckle parkas, just slightly incomplete;
39. Consequently, the geographic origin of the Defendant's Moose Knuckles parkas is Asia, not Canada as Defendant unlawfully boasts and profits from;
40. The Defendant's representations are a material claim for many Canadian consumers who are willing to pay a premium for a parka that is made in Canada;

## **B) THE PARTIES**

41. The Applicants are husband and wife, and are both consumers within the meaning of Quebec's *Consumer Protection Act* (hereinafter "**CPA**");
42. Until this day, the Applicant "Halfon" is the owner of the Moose Knuckles parka which her husband "Gabriel" purchased for her from a retail store in downtown Montreal on January 20<sup>th</sup>, 2016;
43. The Defendant is a wholesaler engaging in the activity of producing, manufacturing, marketing, distributing and selling of the "Moose Knuckles" clothing brand, Exhibit P-1;
44. The Defendant manages its Website <http://www.mooseknucklescanada.com>, Applicants disclosing the Terms and Conditions of said website as **Exhibit P-12**;
45. The Defendant is both a merchant and a manufacturer within the meaning of the *CPA*, as well as the consumer protection and trade practice legislation in other Canadian jurisdictions, and its activities are governed by these legislation, among others;

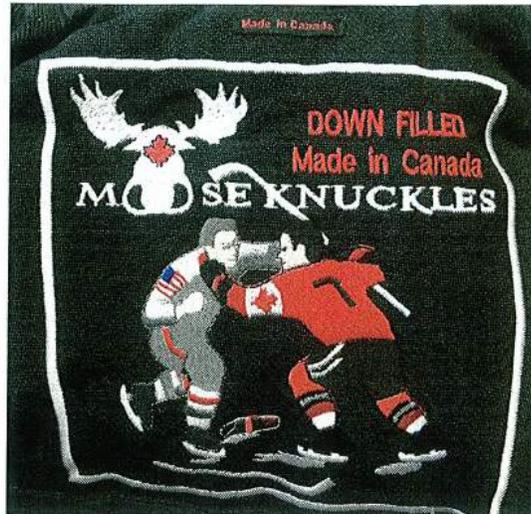
## **II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):**

### **A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT**

46. In the month of September 2015, Applicant "Halfon" began browsing the Internet in search of a coat for the upcoming winter season;
47. In the month of September 2015, she came across the Moose Knuckles "STIRLING

PARKA LDS" model, by visiting the following webpage on the Defendant's website:  
<http://www.mooseknucklescanada.com/stirling-parka-lds.html>;

48. In September of 2015 and up until the first filing of this Application to Authorize a Class Action, the Defendant provided the following false representation concerning the geographic origin of several of its parka models, including the Stirling Parka LDS which the Applicants wanted to purchase: "**Made in CANADA**" (without any additional inscription or information, other than a red Canadian maple leaf), Exhibit P-6:
49. The retail price of \$850.00 plus tax was over the Applicants' budget at that time, and since Montreal had a warm fall 2015 season, the Applicants did not rush to purchase the Moose Knuckles parka immediately;
50. Alas, in January of 2016, the Applicant (Halfon) finally acquired the Moose Knuckles parka she was interested in and had previously inquired about on the Defendant's Website (model: Stirling Parka LDS, style: MK2003LP), in black with white fur;
- 50.1 In January of 2016, the Applicants heard of a sale going on at a boutique on Crescent street in Montreal and Applicant "Gabriel" went to said store and purchased the parka for his wife "Halfon", as it appears from a copy of the receipt for the "Moose Knuckles Ladies Jacket" in Gabriel's name ("Gaby"), dated January 20<sup>th</sup>, 2016, Applicants disclosing Exhibit P-23;
51. The Applicants' Moose Knuckles parka was produced, distributed and marketed by the Defendant [...];
52. The Applicants were thrilled to acquire the Moose Knuckles parka [...] at a discounted price from the \$850.00 they would have paid had they purchased it directly from the Defendant's website;
53. Applicants paid \$308.71 for the parka under the false impression that it was "Made in Canada";
54. This impression was based on the misrepresentations, made by the Defendant on its website and on its labels and very large stitching, as it appears from a picture of the stitching and the Made in Canada label on the [...] Moose Knuckles parka purchased by Applicants, Exhibit P-13:



55. The stitching on the Applicants' parka, Exhibit P-13, is very visible to consumers at the top of the parka (near the collar area), measuring 6.5 inches by 6.5 inches;
56. As it appears from Exhibit P-13, the indication "Made in Canada" appears in red font in two (2) locations (one font is larger and bolder than the other);
57. The stitching on the Applicants' parka, Exhibit P-13, also shows a moose's head (an animal which symbolizes Canadian wildlife), with a big red Canadian maple leaf stitched onto the moose's face;
58. Finally, the stitching on the Applicants' parka, Exhibit P-13, shows two battling hockey players, one wearing a red Canada jersey with a red Canadian maple leaf on the sleeve, and the other player wearing an American hockey jersey;
59. There are six (6) much smaller labels stitched to the inside of the Applicants' parka, located in a much less visible location at the bottom of the parka;
60. The first label of the series of six on the inside of the Applicants' parka, measuring 2 inches by 1 ¼ inches, shows a red Canadian maple leaf with the indication "AUTHENTIC PRODUCT" also written in red font, **Exhibit P-14:**



61. On the back of the first label appears a hologram of a moose (symbol of Canadian wildlife) with a Canadian maple leaf in the middle of its face, above which appears the following statement: "THIS LABEL IS PROOF OF AUTHENTICITY", **Exhibit P-15**:



62. The second label of the series of six on the inside of the Applicants' parka, measuring 2.5 inches by 1.5 inches, in very small font indicates: "CA56669 MADE IN CANADA WITH IMPORTED TEXTILES FAIT AU CANADA AVEC TISSUS IMPORT", **Exhibit P-16**:



63. The third label of the series of six on the inside of the Applicants' parka, measuring 2 ¼ inches by 2 inches, indicates "Fur Origin: FINLAND", **Exhibit P-17**:



64. On the back side of the sixth label of the series of six on the inside of the Applicants'

parka is a label indicating the model and style number of her Stirling Parka LDS MK2003LP parka, **Exhibit P-18**:



65. Defendant's total direct costs associated to the parkas in Canada include expenditures on materials (zippers, snaps, and fur trim) to complete the parkas, the cost of labour at the plants in Winnipeg, and the overhead directly related to the manufacturing of the parkas, all of which represent less than 51% of the overall costs for the Defendant to manufacture its Moose Knuckles parkas;
66. It is thus false and unlawful for the Defendant to claim that the Applicants' parka is "Made in Canada", since Defendant does not incur 51% of the total direct costs of manufacturing its Moose Knuckles parkas in Canada;
67. Even if the "Made in Canada" claim is qualified by inserting "with imported textiles" on a very small label, in very small font, on the inside of the parka, the Defendant's claim is still false and misleading because Moose Knuckles parkas were not substantially transformed in Canada and the total direct costs to manufacture the parkas in Canada were less than 51% of the overall costs;
68. The Applicants paid a premium for the parka which Defendant falsely declared originates from Canada, when in reality the parka originates from another country;
69. Defendant's misleading marketing, described and illustrated above, regarding the geographic origin of its parka, is not only what sets Moose Knuckles apart from less expensive, imported brands, but also what puts it on the same playing field as higher-end Canadian brands such as Canada Goose;
70. Defendant's use of such prohibited business practices resulted in the Applicants and Group members not having the chance to make an informed decision or to give an informed consent before purchasing Moose Knuckles parkas;
71. By promoting false and misleading information about the geographic original of Moose Knuckles parkas, the Defendant induced the Applicants [...] into purchasing, at a premium price, [...] the Moose Knuckles [...] parka;
72. Defendant intentionally misleads the Applicants and Group members, instead of simply disclosing the true geographic origin of their Moose Knuckles parkas;

73. Defendant intentionally misleads the Applicants and Group members, knowing that consumers would no longer pay such a high price for its parkas, or perhaps not even purchase them at all, if Defendant was honest about the origin of the parkas;
74. Had the Applicants [...] been aware of the parkas' true origin, they would not have purchased a Moose Knuckles parka (or would not have paid such a high price for it);
75. By reason of the Defendant's unlawful conduct, the Applicants [...] purchased the Moose Knuckles parka under false pretences and paid a higher price for a good, causing damages which they wish to claim;

### DAMAGES

76. The Defendant's marketing strategy, with respect to the misrepresentations it makes concerning the geographic origin of its parkas, was intentionally devised to mislead the Applicants and Group members into purchasing a parka which the Defendant knew all along was **not** "Made in Canada";
77. The Defendant's use of the images of a hockey player wearing a Canadian jersey, the picture of the Canadian maple leaf in red, the illustration of the moose (a symbol of Canadian wildlife) with a red Canadian maple leaf on its face, as well as two (2) "Made in Canada" declarations, is in fact all very carefully calculated to give Group members the false impression that Moose Knuckles is made in Canada, which is not true to reality;
- 77.1 It was only following the action taken by the Commissioner of Competition and the filing of the present class action that Defendant made important changes to its website (notably by removing the red Canadian maple leaf and changing the wording in its descriptions concerning the origin of its parkas), Exhibit P-22;
78. Group members paid a premium for parkas which the Defendant falsely advertised as made in Canada;
79. The Defendant's claim that its Moose Knuckles parkas are "Made in Canada" is false and misleading in a material respect, in violation of the CPA, as well as other legislation, including but not limited to section 52 of the Competition Act;
80. The Applicants and Group members suffered damages in the approximate amount of 30% to 50% of the final price that they and each Group member agreed to pay for their Moose Knuckles parkas (while under the false impression that said parkas were made in Canada);
81. Some Group members, including the Applicants, likely would have never purchased a Moose Knuckles parka at all, regardless of price, had Defendant provided correct information;
82. In sum, the Defendant profited considerably by being dishonest about the geographic

origin of its Moose Knuckles parkas, and this to the detriment of unsuspecting Group members, including the Applicants;

83. Consequently, the Defendant has breached several obligations imposed on it by the Competition Act (sections 52 and 74.01(1)(a)), as well as under consumer protection and trade practice legislation in Quebec and in other jurisdictions, including:

- a) Quebec's Consumer Protection Act, including sections 41, 219, 220(a), 222(f), 228, 239(a), thus rendering sections 253 and 272 applicable;
- b) Alberta's Fair Trading Act, RSA 2000, c F-2, including sections 6, 7 and 13;
- c) Saskatchewan's The Consumer Protection and Business Practices Act, SS 2014, c C-30.2, including sections 6-9 and 93;
- d) Manitoba's The Business Practices Act, CCSM c B120, including sections 2, 3 and 23;
- e) British Columbia's Business Practices and Consumer Protection Act, SBC 2004, c 2, including sections 4-10;
- f) Ontario's Consumer Protection Act, 2002, SO 2002, c 30, Schedule A, including sections 11 and 14;
- g) New Brunswick's Consumer Product Warranty and Liability Act, SNB 1978, c C-18.1, including sections 4, 10, 15-18 and 23;
- h) Nova Scotia's Consumer Protection Act, RSNS 1989, c 92, including sections 26 and 28A;
- i) Prince Edward Island's Business Practices Act, RSPEI 1988, c B-7, including sections 2-4;
- j) Newfoundland and Labrador's Consumer Protection and Business Practices Act, SNL 2009, c C-31.1, including sections 7-10;

84. Moreover, Defendant failed in its obligation and duty to act in good faith and with honesty in its representations and in the performance of its obligations;

85. In light of the foregoing, the following damages may be claimed against the Defendant:

- a) Reimbursement of the premiums paid, the exact amount to be determined, by Group members for Moose Knuckles products; and

- b) Punitive damages, the exact amount to be determined, for breach of the aforementioned obligations;

**B) THE CLAIMS OF THE MEMBERS OF THE GROUP RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:**

86. The Group for whom the Applicants intend to act is described in the first paragraph of this Application and includes all consumers worldwide (subsidiarily in Canada or Quebec), who have purchased, acquired and/or own Moose Knuckles clothing items, including but not limited to parkas, jackets, hats, boots, hoodies and sweaters which Defendant claimed were "Made in Canada";
87. Every Group member has purchased, acquired or owns Moose Knuckles Products;
88. Every Group member's consent when purchasing Moose Knuckles Products was vitiated as a result of the false and/or misleading representations made by the Defendant, which are described at length hereinabove (relating mostly to the geographic origin of Moose Knuckles parkas);
89. Every Group member would not have purchased the Defendant's Products, or would not have paid the premium charged for products falsely labeled as "Made in Canada", but for Defendant's misleading marketing, described above, regarding the geographic origin of Moose Knuckles parkas;
90. Defendant has made and continues to make various false and unlawful misrepresentations to all Group members about the geographic origin of its Moose Knuckles parkas;
91. The Defendant's false and misleading "Made in Canada" representations are a material claim for consumers and Group members, who are willing to pay a premium for a parka that is made in Canada;
92. All Group members purchased the Defendant's Products, which were made in Asia and not in Canada as Defendant claims;
93. Defendant knows or ought to know that consumers are prepared to pay more for products truly made in Canada and have intentionally caused Group members to have a misconception with respect to the geographic origin of its Products;
94. The general impression that Defendant's representations convey to a credulous and inexperienced consumer is that Moose Knuckles parkas are made in Canada;
95. This impression is not true to reality, since the Defendant admits to importing its nearly finished Moose Knuckles parkas from outside of Canada;

- 95.1 By promoting false and misleading information about the geographic origin of Moose Knuckles parkas, it appears that the Defendant induced the Applicants and Group members into purchasing, at a premium price, hundreds of millions of dollars' worth of Moose Knuckles clothing, mostly parkas;
96. The Defendant operates this way intentionally and with complete disregard to its obligations not to:
- (i) make false, deceptive or misleading representations about its Products to Group members, by any means whatever;
  - (ii) falsely hold out that Moose Knuckles parkas have a specified geographic origin;
  - (iii) distort the meaning of the information it addresses to the Group members about Moose Knuckles Products;
  - (iv) fail to mention an important fact in any representation made to a consumer;
  - (v) make representations using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if such use or failure deceives or tends to deceive;
97. The Defendant subjects many Canadians and consumers worldwide to its prohibited business practices in several forms including, without limitation, through its website, social media (Moose Knuckles has close to 10,000 fans on its Facebook page), as well as on the racks of major Canadian retail stores;
98. Under consumer protection and trade practice legislation in Quebec and other Canadian provinces, the prohibited behaviour is against public order;
99. In Quebec, Group members benefit from the legal presumption in the *CPA* that comes into effect when a merchant makes use of a prohibited business practice, that had the Group member been aware that the Products were not made in Canada, they would never had purchased a Moose Knuckles parka, or would not have paid such a high price for it;
100. Defendant has a legal obligation to provide Group members with correct information in their representations concerning Moose Knuckles Products in general, and regarding their geographic origin in specific;
101. The Defendant has engaged in unlawful conduct to the detriment of all the Group members, which constitutes prohibited business practices as defined in the *CPA*, or unfair practices as defined in the common-law provinces' consumer protection legislations;

102. It is evident that the Defendant engages in the abovementioned prohibited business practices as a means of convincing Group members and consumers to purchase and to pay a premium for Moose Knuckles Products;

102.1 By reason of the Defendant's unlawful conduct, the Applicants and Group members have purchased Moose Knuckles parkas under false pretences and paid higher prices for goods, causing damages which they wish to claim;

103. All of the damages to the Group members are a direct and proximate result of the Defendant's misconduct;

104. The questions of fact and law raised and the recourse sought by this Application are identical, related, or similar with respect to each member of the Group, namely:

[...]

a) Did Moose International Inc. engage in unfair, false, misleading, or deceptive acts or practices regarding the marketing, distribution and/or the sale of its Moose Knuckles parkas and products?

b) Is Moose International Inc. liable to the Group members for either the full or partial reimbursement of the price paid for Moose Knuckles parkas and products as a result of its misconduct?

c) Did Moose International Inc. conceal, or fail to mention an important fact in any of the representations it made to Group members concerning its Moose Knuckles parkas and products?

d) Is Moose International Inc. liable to the Group members for either the full or partial reimbursement of the price paid for Moose Knuckles parkas and products as a result of its concealment or failure to inform?

e) Should an injunctive remedy be ordered to prohibit Moose International Inc. from continuing to perpetrate its unfair, false, misleading, and/or deceptive conduct, as well as its concealment of important facts?

f) Is Moose International Inc. responsible to pay compensatory, moral and/or punitive damages to Group members and in what amount?

[...]

105. In taking the foregoing into account, all members of the Group are justified in claiming damages;

**C) THE COMPOSITION OF THE GROUP**

106. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

107. The Applicants are unaware of the exact number of Group members contemplated by this Application, but news articles suggest that that Defendant's President has boasted that Moose Knuckles sold over **\$100,000,000.00** worth of parkas worldwide in 2014, with 25% of the sales deriving out of Canada. The number of persons included in the Group is estimated at being in the tens of thousands and are scattered across Canada and around the world;

107.1 In a legal proceeding titled "Response of Moose International Inc." filed by the Defendant at the Competition Tribunal on June 10<sup>th</sup>, 2016, Applicants disclosing Exhibit P-24, the Defendant declares that:

9. Moose is a Canadian company that is controlled and operated by Canadians. **Moose operates its business from offices in Montreal.**

10. Moose's parkas are high quality, fur-trimmed, premium outerwear designed for cold weather. **They are sold by luxury retailers in the United States, Europe, South Korea and other countries. Foreign sales make up a substantial part of Moose's overall sales.**

107.2 Defendant admits that international sales represent a "substantial" portion of its sales, and confirms that its business is operated from offices in the judicial district of Montreal, in the province of Quebec, Exhibit P-24;

108. The names and addresses of all persons included in the Group are not known to the Applicants, however, the Defendant likely possess data regarding sales and distribution since many consumers purchase directly from Defendant's Website and the products purchased are delivered directly to their homes around the world;

109. In addition, given the costs and risks inherent in an action before the Courts, many people will hesitate to institute an individual action against the Defendant. Even if the Group members themselves could afford such individual litigation, the Court system could not as it would be overburdened. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendant would increase delays and expenses to all parties and to the Court system;

110. Moreover, a multitude of actions instituted in different jurisdictions, both territorial and judicial districts, risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Group;

111. These facts demonstrate that it would be impractical, if not impossible, to contact each

and every Group member to obtain mandates and to join them in one action;

112. A class action instituted by a consumer is the **only** procedural vehicle in which consumers and Group members can exercise their right to request **full compensation for the damages suffered, as well as** an amount for punitive damages, that would be awarded directly to Group members, on top of any compensatory damages;
113. In these circumstances, a class action is the only appropriate procedure for all of the Group members to effectively pursue their respective rights and have access to justice without overburdening the court system;

#### **NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

114. The action that the Applicants wish to institute on behalf of the members of the Group is an action in damages, injunctive relief, and declaratory relief;
115. The conclusions that the Applicants wish to introduce by way of an originating application are:

**GRANT** Plaintiffs' class action against Defendant;

**GRANT** the class action of the Plaintiffs on behalf of all of the members of the Group;

**DECLARE** the Defendant liable for the damages suffered by the Plaintiffs and each of the members of the Group;

**ORDER** the Defendant to cease from continuing its unfair, false, misleading, and/or deceptive conduct, as well as its concealment of important facts;

**CONDEMN** the Defendant to reimburse each member of the Group the premium paid for their purchases Moose Knuckles Products, the exact amount to be determined, in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendant to a payment on account of punitive damages, the exact amount to be determined, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to Authorize a Class Action;

**ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

**ORDER** that the claims of individual Group members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendant to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

**RENDER** any other order that this Honourable Court shall determine;

**D) THE GROUP MEMBERS REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFFS ARE IN A POSITION TO PROPERLY REPRESENT THE GROUP MEMBERS**

116. Applicants are members of the Group;
117. Applicants have purchased, acquired and own a Moose Knuckles parka, the whole as a result of the Defendant's misleading marketing strategies described above;
118. Applicants were not given the chance to make an informed decision and to give an informed consent before purchasing the Moose Knuckles parka, again due to the Defendant's misleading marketing and labelling strategies described above;
119. Applicants were flabbergasted upon discovering that the Moose Knuckles parka which they purchased was not made in Canada, as claimed by Defendant's, but rather in Asia;
120. Applicants do not wish to support economies which are known for employing child labour and providing less than standard employment conditions (low salaries, work safety conditions, etc.);
121. In light of the above, Applicants contacted their attorney, who represents them in other civil matters as well, to learn what kind of recourses were available to them and Group members in this case;
122. Upon reading over the Application filed by the Commissioner to the Competition Tribunal pursuant to the *Competition Act*, the scope of the Defendant's misconduct become obvious to the Applicants and they felt that initiating a class action would be the only measure to secure Group members' rights to obtain both full compensatory damages, as well as punitive damages;
- 122.1 Prior to filing the present class action, Applicants realized that, by all accounts, there is a very important number of consumers that find themselves in an identical situation as themselves, and that it would not be useful for them – in the context of this consumer class action – to attempt to identify them given their sheer number;
123. Applicants believe that Defendant should be held accountable for lying to the public and for taking advantage of consumers around the world, all for their financial gain;
124. Applicants are ready and available to manage and direct the present action in the interest of the members of the Group that they wish to represent and are determined

to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Group, as well as, to dedicate the time necessary for the present action and to collaborate with their attorney;

125. Applicants have the capacity and interest to fairly and adequately protect and represent the interest of the members of the Group;
126. Applicants have given the mandate to their attorney to obtain all relevant information with respect to the present action and intend to keep informed of all developments;
127. Applicants, with the assistance of their attorney, are ready and available to dedicate the time necessary for this action and to collaborate with other members of the Group and to keep them informed;
128. Applicants have already contacted other Group members and are prepared to be active on social media in this regard;
129. Applicants are able to work with their attorney and consider their attorney, who exercises primarily in consumer protection law, competent;
130. Applicants are in good faith and have instituted this action for the sole goal of having their rights, as well as the rights of other Group members, recognized and protected so that they may be compensated for the full extent of the damages that they have suffered as a consequence of the Defendant's misconduct;
131. Applicants understand[...] the nature of the action;
132. Applicants' interests are not antagonistic to those of other members of the Group;
133. The Applicants suggest[...] that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:
  - a) A great number of the members of the Group reside in the judicial district of Montreal;
  - b) The Applicants purchased their Moose Knuckles parka [...] in the judicial district of Montreal;
  - c) The Defendant, Moose International Inc., has its head office at 225 Chabanel street West, Suite 200, in the judicial district of Montreal, and has confirmed in legal proceedings that it operates its business principally from its offices in Montreal;
  - d) The Applicants' attorney practices his profession in the judicial district of Montreal.

**III. INTERNATIONAL CLASS (SUBSIDIARILY A NATIONAL OR PROVINCIAL CLASS):**

134. Applicants wish to represent an international class (subsidiarily a national or provincial class), for the following reasons:
- a) There is a real and substantial connection to the province of Quebec because Moose International Inc. has its head office and principal place of business in the judicial district of Montreal (see Exhibit P-19 at its paragraph 208 for instance);
  - b) In its Terms and Conditions on its Website where it sells an important number of its Products, Exhibit P-12, the Defendant states that "These Terms of Use shall be governed by Canadian law and the courts of Canada shall have exclusive jurisdiction in relation to any disputes arising from your use of the MK Website";
  - c) As a result of the above clause in Exhibit P-12, it is likely that many consumers domiciled outside of Canada would be barred (or have the impression that they may be barred) from taking any action whatsoever against the Defendant within their respective jurisdictions;
  - d) The Superior Court of Quebec, in the judicial district of Montreal, is one of the "courts of Canada" referred to by the Defendant in its Terms and Conditions, Exhibit P-12;
  - e) This action has already been brought in the province of Quebec, where the connecting factors are the strongest. The Superior Court of Quebec, in the judicial district of Montreal, is therefore the most appropriate of the "courts of Canada" in light of the above-mentioned;
  - f) Given that the present action is a personal action of a patrimonial nature, the jurisdiction of foreign authorities is recognized because: (i) the Defendant is domiciled in the State where the decision will be eventually rendered; and (ii) the defendant possesses an establishment in the State where the decision shall be rendered and the dispute relates to its activities in that State, the whole pursuant to article 3168 (1) and (2) of the Civil Code of Quebec;
  - g) A multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Group;
  - h) In addition, given the costs and risks inherent in an action before the courts, as well as the governing law clause included in the Defendant's Terms and Conditions, Exhibit P-12, many people will hesitate to institute an individual action against the Defendant. Even if the Group members themselves could afford such individual litigation, the court system could not as it would be

overloaded. Further, individual litigation of the factual and legal issues raised by the Defendant's misconduct would increase delays and expenses to all parties and to the court system;

- i) The facts and legal issues of the present action support a proportional approach to class action standing that economizes judicial resources and enhances access to justice;
- j) A search on the National Class Action Registry confirms that no other class actions have been instituted to date against the Defendant in any other Canadian province on behalf of the Group members, and it appears that no other class actions have been instituted internationally;
- k) The principal purposes of most class actions for damages are: (i) compensation for victims; (ii) efficiency for victims; and (iii) the enhanced deterrence arising from the availability of class actions. If this Court authorizes an international class, the Defendants would ultimately face liability towards all victims of their misconduct, which would deter the Defendant and others from engaging in similar reprehensible conduct;
- l) Even if the Competition Tribunal were to award the Commissioner a judgment in accordance with all of its conclusions, the reality is that many consumers, both in the province of Quebec and outside, will never receive compensation to the full extent of the damages suffered (the Commissioner is seeking an order requiring the Defendant to pay an **administrative** monetary penalty, as well as to "provide some form of reasonable restitution to customers", but not the 100% of the damages suffered as being requested by the Applicants herein);
- m) Under section 36 of the *Competition Act*, private parties can commence legal action in the Federal Court or in a provincial court of superior jurisdiction to recover losses or damages incurred as a result of conduct contrary to section 52 of the *Competition Act*. Considering that the *Competition Act* is a federal legislation that is in force across Canada, any decision by the Superior Court of Quebec concerning section 52 of the *Competition Act* could apply and be enforced uniformly across Canada, should a national class be authorized.

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

**GRANT** the present Application;

**AUTHORIZE** the bringing of a class action in the form of an Originating Application in damages, injunctive relief, and declaratory relief;

**APPOINT** the Applicants the status of Representative Plaintiffs of the persons included in the Group herein described as:

All consumers worldwide (subsidiarily in Canada or in Quebec), who have purchased, acquired and/or own Moose Knuckles clothing items, including but not limited to parkas, jackets, hats, boots, hoodies and sweaters which Defendant claimed were "Made in Canada" (hereinafter the "**Products**"),

or any other group to be determined by the Court;

**IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

[...]

- a) Did Moose International Inc. engage in unfair, false, misleading, or deceptive acts or practices regarding the marketing, distribution and/or the sale of its Moose Knuckles parkas and products?
- b) Is Moose International Inc. liable to the Group members for either the full or partial reimbursement of the price paid for Moose Knuckles parkas and products as a result of its misconduct?
- c) Did Moose International Inc. conceal, or fail to mention an important fact in any of the representations it made to Group members concerning its Moose Knuckles parkas and products?
- d) Is Moose International Inc. liable to the Group members for either the full or partial reimbursement of the price paid for Moose Knuckles parkas and products as a result of its concealment or failure to inform?
- e) Should an injunctive remedy be ordered to prohibit Moose International Inc. from continuing to perpetrate its unfair, false, misleading, and/or deceptive conduct, as well as its concealment of important facts?
- f) Is Moose International Inc. responsible to pay compensatory, moral and/or punitive damages to Group members and in what amount?

[...]

**IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

**GRANT** Plaintiffs' class action against Defendant;

**GRANT** the class action of the Plaintiffs on behalf of all of the members of the Group;

**DECLARE** the Defendant liable for the damages suffered by the Plaintiffs and each of the members of the Group;

**ORDER** the Defendant to cease from continuing its unfair, false, misleading, and/or deceptive conduct, as well as its concealment of important facts;

**CONDEMN** the Defendant to reimburse each member of the Group the premium paid for their purchases Moose Knuckles Products, the exact amount to be determined, in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendant to a payment on account of punitive damages, the exact amount to be determined, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to Authorize a Class Action;

**ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

**ORDER** that the claims of individual Group members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendant to bear the costs of the present action including the costs of notices, the costs of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

**RENDER** any other order that this Honourable Court shall determine;

**DECLARE** that all members of the Group that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Group that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

**ORDER** the publication of a notice to the members of the Group in accordance with article 579 C.C.P. within sixty (60) days from the judgement to be rendered herein in the "News" sections of the Saturday editions of LA PRESSE, Le Journal de Montréal, the National Post and the MONTREAL GAZETTE;

**ORDER** that said notice be published on the Defendant's website, Facebook pages and

Twitter accounts, in a conspicuous place, with a link stating: "Notice to Moose Knuckles Consumers [...]";

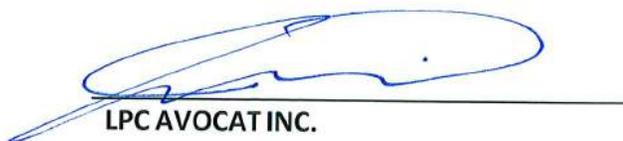
**ORDER** the Defendant to send an Abbreviated Notice by e-mail to each Group member, to their last known e-mail address, with the subject line "Notice of a Class Action";

**ORDER** the Defendant, including its representatives and agents, to supply class counsel, within thirty (30) days of the judgment rendered herein, all lists in their possession or under their control permitting to identify Group members, including their names, addresses, phone numbers and email addresses;

**RENDER** any other order that this Honourable Court shall determine;

**THE WHOLE** with legal costs including publications fees.

Montreal, November 17<sup>th</sup>, 2016



**LPC AVOCAT INC.**

Per: Me Joey Zukran

Attorney for Applicants

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

(Class Action)  
SUPERIOR COURT

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NO: 500-06-000791-166

**OSHRAT HALFON**

and

**GABRIEL MALKA**

Applicants

-vs-

**MOOSE INTERNATIONAL INC.**

Defendant

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**AMENDED LIST OF EXHIBITS**

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- Exhibit P-1:** Extract of the enterprise's information statement from the Quebec enterprise register (CIDREQ) for Moose International Inc.;
- Exhibit P-2:** Registered trade-mark for "Moose Knuckles", registration number TMA788861, filed by the Defendant on October 23rd, 2009;
- Exhibit P-3:** Trade-mark design of the Moose Knuckles logo, registration number TMA788858, filed by the Defendant on October 23rd, 2009;
- Exhibit P-4:** Extract of Defendant's Website showing a retail price of \$35,000.00 for a certain Moose Knuckles parka;
- Exhibit P-5:** Copy of the Globe and Mail article titled "Made in Canada: For these seven companies, high design equals high returns" dated October 29, 2015;
- Exhibit P-6:** Screen capture of Defendant's Website from September 24<sup>th</sup>, 2015, for the 'Stirling Parka LDS' (style MK2003LP);
- Exhibit P-7:** *En liasse*, screen captures of the Defendant's Website from September 8<sup>th</sup>, 2014,

February 19<sup>th</sup>, 2015 and October 5<sup>th</sup>, 2015, for the 'Stirling Parka LDS' (style MK2003LP);

- Exhibit P-8:** Copy of the Enforcement Guidelines Relating to "Product of Canada" and "Made in Canada" Claims, published by the Competition Bureau on December 22<sup>nd</sup>, 2009;
- Exhibit P-9:** Copy of the Application filed against Moose Knuckles Canada Inc. by the Commissioner of Competition to the Competition Tribunal in Ottawa, Ontario, on April 26<sup>th</sup>, 2016;
- Exhibit P-10:** Extract of the Defendant's Website on May 3<sup>rd</sup>, 2016, for the 'Stirling Parka LDS' (style MK2003LP);
- Exhibit P-11:** Picture of the Moose Knuckles parkas received in their nearly completed form at three plants in Canada;
- Exhibit P-12:** Copy of the Terms and Conditions page of the Moose Knuckles Website;
- Exhibit P-13:** Picture of Applicant's Moose Knuckles parka showing the label "Made in Canada" and very large stitching of hockey players, a moose, and of the words "Made in Canada";
- Exhibit P-14:** Picture of a label on the Applicant's parka, measuring 2 inches by 1 ¼ inches, showing a red Canadian maple leaf with the indication "AUTHENTIC PRODUCT" in red font;
- Exhibit P-15:** Picture of a label on the Applicant's parka, with a hologram of a moose with a Canadian maple leaf in the middle of its face, above which appears the statement: "THIS LABEL IS PROOF OF AUTHENTICITY";
- Exhibit P-16:** Picture of a label on the Applicant's parka, measuring 2.5 inches by 1.5 inches, indicating: "CA56669 MADE IN CANADA WITH IMPORTED TEXTILES FAIT AU CANADA AVEC TISSUS IMPORT";
- Exhibit P-17:** Picture of a label on the Applicant's parka, measuring 2 ¾ inches by 2 inches, indicating: "Fur Origin: FINLAND";
- Exhibit P-18:** Picture of a label on the Applicant's parka indicating the model and style number of her Stirling Parka LDS MK2003LP Moose Knuckles parka;
- Exhibit P-19:** Copy of the Affidavit signed by Defendant's CEO, Noah Stern on July 22<sup>nd</sup>, 2015, in Court file number 500-11-049168-152;

**Exhibit P-20:** Copy of Defendant's Third Amended Application Seeking an Oppression Remedy and the Issuance of Interim, Safeguard, Interlocutory, and Final Orders to Inter Alia Force Compliance with Agreement, Prevent and Sanction Passing Off and Unfair Competition, Including an Order Seeking the Expulsion of a Director, Forfeiture of Shares, Damages and the Issuance of a Writ of Seizure Before Judgment in Superior Court file number 500-11-049168-152, dated February 16<sup>th</sup>, 2016;

**Exhibit P-21:** Screen capture of the Moose Knuckles Canada website (as of November 17<sup>th</sup>, 2016) showing Quebec, Belleville, Kamloops model parkas, among others;

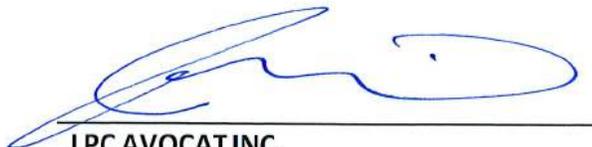
**Exhibit P-22:** Screen captures of the Defendant's website taken on November 16<sup>th</sup>, 2016, showing that the red Canadian maple leaf has been removed (<http://www.mooseknucklescanada.com/stirling-parka-lds.html>);

**Exhibit P-23:** Copy of the receipt for the purchase of the "Moose Knuckles Ladies Jacket" dated January 20<sup>th</sup>, 2016, in the name of "Gaby Malka";

**Exhibit P-24:** Copy of the "Response of Moose International Inc." filed by the Defendant at the Competition Tribunal on June 10<sup>th</sup>, 2016;

The exhibits in support of the application are available on request.

Montreal, November 17<sup>th</sup>, 2016



**LPC AVOCAT INC.**

Per: Me Joey Zukran

Attorney for Applicants

**NOTICE OF PRESENTATION**  
(articles 146 and 574 al. 2 N.C.P.C.)

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**TO: Me Gary S. Rosen**  
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**Attorneys for Defendant Moose International Inc.**

**TAKE NOTICE** that Plaintiffs' *Amended Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiffs* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the Honourable Chantal Chatelain, J.C.S.

**GOVERN YOURSELVES ACCORDINGLY.**

Montreal, November 17<sup>th</sup>, 2016

  
\_\_\_\_\_  
**LPC AVOCAT INC.**  
Per: Me Joey Zukran  
Attorney for Applicants