

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-06-

(Class Action)
S U P E R I O R C O U R T

GUILLAUME LAPOINTE, [REDACTED]
[REDACTED]
[REDACTED]

Petitioner

v.

SIKA CANADA INC., a corporation
incorporated under the laws of Canada,
domiciled at 601 Avenue Delmar, Pointe-
Claire, Province of Québec, H9R 4A9

-and-

SIKA CORPORATION, a corporation
incorporated under the laws of New Jersey,
domiciled at 201 Polito Ave., Lyndhurst,
New Jersey, 07071, United States

-and-

SIKA A.G., a corporation incorporated
under the laws of Switzerland, domiciled at
Zugerstrasse 50 Baar, Zug, 6341
Switzerland

-and-

GCP APPLIED TECHNOLOGIES, INC., a
corporation incorporated under the laws of
Georgia, domiciled at 2325 Lakeview
Parkway, Suite 450, Alpharetta, Georgia,
30009, United States

-and-

SAINT-GOBAIN CANADA INC., a
corporation incorporated under the laws of
Canada, domiciled at 40 King Street West,
Suite 5800, Toronto, Province of Ontario,
M5H 3S1

-and-

SAINT-GOBAIN NORTH AMERICA, a corporation incorporated under the laws of Pennsylvania, domiciled at 20 Moores Rd., Malvern, Pennsylvania, 19355, United States

-and-

COMPAGNIE DE SAINT-GOBAIN S.A., a corporation incorporated under the laws of France, domiciled at 12 Place de l'Iris, Courbevoie, 92400, France

-and-

CHRYSO, INC., a corporation incorporated under the laws of Texas, domiciled at 1611 Highway 276, Rockwall, Texas, 75032, United States

-and-

CINVEN, INC., a corporation incorporated under the laws of New York, domiciled at 12 East 49th Street, New York, New York, 10017, United States

-and-

CINVEN LTD., a corporation incorporated under the laws of the United Kingdom, domiciled at 21 St. James's Square, London, SW1Y 4JZ, United Kingdom

-and-

MASTER BUILDERS SOLUTIONS CANADA, INC., a corporation incorporated under the laws of Canada, domiciled at 1800 Clark Boulevard, Brampton, ON, L6T 4M7

-and-

MASTER BUILDERS SOLUTIONS ADMIXTURES US, LLC, a corporation incorporated under the laws of Ohio, domiciled at 23700 Chagrin Blvd., Beachwood, Ohio, 44122, United States

-and-

MASTER BUILDERS SOLUTIONS DEUTSCHLAND GMBH, a corporation incorporated under the laws of Germany, domiciled at Glücksteinallee 43-45, 68163 Mannheim, Germany

-and-

ADJUVANTS EUCLID CANADA INC., a corporation incorporated under the laws of Ontario, domiciled at 595 Canarctic Dr., North York, Province of Ontario, M3J 2P9

-and-

THE EUCLID CHEMICAL COMPANY, a corporation incorporated under the laws of Ohio, domiciled at 19215 Redwood Rd., Cleveland, Ohio, 44110, United States

-and-

RPM INTERNATIONAL INC., a corporation incorporated under the laws of Ohio, domiciled at 2628 Pearl Road, Medina, Ohio 44256, United States

Respondents

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO
OBTAIN THE STATUS OF REPRESENTATIVE PLAINTIFF
(Articles 574 et seq. C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTRÉAL, THE PETITIONER RESPECTFULLY
SUBMITS THE FOLLOWING:**

A. OVERVIEW

1. The present proposed class action aims to seek redress for anticompetitive conduct on the part of the Respondents, who have engaged in price-fixing and market manipulation as concerns key and widely used building materials: additives used to promote or create certain properties in concrete, commonly known as concrete admixtures.

2. Since at least May 11, 2018, the Respondents have conspired, agreed or arranged to fix, maintain or increase the price of concrete admixtures on an international scale. Their arrangement, detailed below, arises out of a series of corporate takeovers that have significantly reduced competition in the market and have allowed their price-fixing to remain effective.
3. In October 2023, the United Kingdom's Competition & Markets Authority, the European Commission, and the Turkish Competition Authority carried out unannounced raids of the Respondents' various European premises on the basis of suspected price-fixing and cartel behaviour.
4. The Respondents' conduct is international in scope and extends to the North American market.
5. Indeed, the Respondents engaged in this conduct at a time when residential building costs in Canada have soared by as much as 51 per cent since the first quarter of 2020, thereby exacerbating an already severe housing affordability crisis. A report published by RBC economists Robert Hogue and Rachel Battaglia in June 2023 pointed to "dramatic" increases in concrete prices as one of the factors driving up building costs:

Construction costs have gone through the roof

The cost of building a home in Canada—or any structure for that matter—has never been higher. Up 51% since the start of the pandemic (Q1 2020), the country's residential construction price index has well outpaced CPI (+13%). Driving the increase are dramatic jumps in prices for key building materials like concrete and structural steel, up 55% and 53% respectively since the first quarter of 2020. Soaring lumber prices in 2021 and early 2022 also drove up costs but have since retreated.

As it appears from Robert Hogue and Rachel Battaglia, "Proof Point: Soaring construction costs will hamper Canada's homebuilding ambitions", June 27, 2023, attached as **Exhibit R-1**.

6. The Petitioner wishes to institute a class action on behalf of the class hereinafter described and of which the Petitioner is a member, namely:

All persons in Canada, legal and natural, who purchased:

any additive or any admixture for use in cement, mortar, concrete, or shotcrete ("**Concrete Admixtures**") from one or more of the Respondents (the "**Direct Purchasers**");

Concrete Admixtures manufactured by entities other than the Respondents (the "**Umbrella Purchasers**")

And/or

a product that included Concrete Admixtures manufactured by the Respondents (the “**Indirect Purchasers**”),

between May 11, 2018 and the date on which this action is authorized by the Superior Court of Québec (collectively, the “**Class**”).

B. THE PARTIES

I. The Petitioner

7. The Petitioner, Guillaume Lapointe, is the owner of an immovable residential property in Montreal, the construction of which started in July of 2018 and was carried out with the use of Concrete Admixtures.

II. Sika Group Respondents

8. “**Sika**” includes the following companies and all related companies (i.e. those owned by the same ultimate parent company at any time since May 11, 2018), each of whose businesses are inextricably interwoven with the businesses of the other members of Sika:
 - 8.1. Sika Canada Inc. is a corporation incorporated under the laws of Canada, domiciled at 601 Avenue Delmar Pointe-Claire, Province of Québec, H9R 4A9, as appears from its entry in the Registre des entreprises du Québec, attached as **Exhibit R-2**.
 - 8.2. Sika Corporation is a corporation incorporated under the laws of New Jersey, domiciled at 201 Polito Ave., Lyndhurst, New Jersey, 07071, United States, and is a shareholder of Sika Canada Inc., as appears from Exhibit R-2.
 - 8.3. Sika AG is a corporation incorporated under the laws of Switzerland, domiciled at Zugerstrasse 50 Baar, Zug, 6341 Switzerland, and is the majority shareholder of Sika Canada inc., as appears from Exhibit R-2.
 - 8.4. GCP Applied Technologies, Inc. is a corporation incorporated under the laws of Georgia, domiciled at 2325 Lakeview Parkway, Suite 450, Alpharetta, Georgia, 30009, United States.
9. Each member of Sika is an agent for the others with respect to the conduct described in the Application for Authorization. To the extent that allegations are made against Sika, those allegations are made against all members of the group, and damages for all of their actions are sought against them solidarily.

III. Saint-Gobain Group Respondents

10. “**Saint-Gobain**” includes the following companies and all related companies (i.e. those owned by the same ultimate parent company at any time since May 11, 2018),

each of whose businesses are inextricably interwoven with the businesses of the other members of Saint-Gobain:

- 10.1. Saint-Gobain Canada Inc. is a corporation incorporated under the laws of Canada, domiciled at 40 King Street West, Suite 5800, Toronto, ON, M5H 3S1.
 - 10.2. Saint-Gobain North America is a corporation incorporated under the laws of Pennsylvania, domiciled at 20 Moores Rd., Malvern, Pennsylvania, 19355, United States.
 - 10.3. Compagnie de Saint-Gobain, SA is a corporation incorporated under the laws of France, domiciled at 12 Place de l'Iris, Courbevoie, 92400, France.
 - 10.4. Chryso, Inc. is a corporation incorporated under the laws of Texas, domiciled at 1611 Highway 276, Rockwall, Texas, 75032, United States.
11. Each member of Saint-Gobain is an agent for the others with respect to the conduct described in the Application for Authorization. To the extent that allegations are made against Saint-Gobain, those allegations are made against all members of the group, and damages for all of their actions are sought against them solidarily.

IV. Cinven Group Respondents

12. “**Cinven**” includes the following companies and all related companies (i.e. those owned by the same ultimate parent company at any time since May 11, 2018), each of whose businesses are inextricably interwoven with the businesses of the other members of Cinven:
- 12.1. Cinven, Inc. is a corporation incorporated under the laws of New York, domiciled at 12 East 49th Street, New York, New York, 10017, United States.
 - 12.2. Cinven Ltd. is a corporation incorporated under the laws of the United Kingdom, domiciled at 21 St. James’s Square, London, SW1Y 4JZ, United Kingdom.
13. Each member of Cinven is an agent for the others with respect to the conduct described in the Application for Authorization. To the extent that allegations are made against Cinven, those allegations are made against all members of the group, and damages for all of their actions are sought against them solidarily.

V. Master Builders Group Respondents

14. “**Master Builders**” includes the following companies and all related companies acquired directly or indirectly by Sika or Cinven in May 2023, each of whose businesses are inextricably interwoven with the businesses of the other members of Master Builders:

- 14.1. Master Builders Solutions Canada, Inc. is a corporation incorporated under the laws of Canada, domiciled at 1800 Clark Boulevard, Brampton, Province of Ontario, L6T 4M7.
- 14.2. Master Builders Solutions Admixtures US, LLC is a corporation incorporated under the laws of Ohio, domiciled at 23700 Chagrin Blvd., Beachwood, Ohio, 44122, United States.
- 14.3. Master Builders Solutions Deutschland GMBH is a corporation incorporated under the laws of Germany, domiciled at Glücksteinallee 43-45, 68163 Mannheim, Germany.
- 15. Each member of Master Builders is an agent for the others with respect to the conduct described in the Application for Authorization. To the extent that allegations are made against Master Builders, those allegations are made against all members of the group, and damages for all of their actions are sought against them solidarily:

VI. Euclid Group Respondents

- 16. “**Euclid**” includes the following companies and all related companies (i.e. those owned by the same ultimate parent company at any time since May 11, 2018), each of whose businesses are inextricably interwoven with the businesses of the other members of Euclid:
 - 16.1. Adjuvants Euclid Canada Inc. is a corporation incorporated under the laws of Ontario, domiciled at 595 Canarctic Dr., North York, Province of Ontario, M3J 2P9.
 - 16.2. The Euclid Chemical Company is a corporation incorporated under the laws of Ohio, domiciled at 19215 Redwood Rd., Cleveland, Ohio, 44110, United States.
 - 16.3. RPM International Inc. is a corporation incorporated under the laws of Ohio, domiciled at 2628 Pearl Road, Medina, Ohio 44256, United States.
- 17. Each member of Euclid is an agent for the others with respect to the conduct described in the Application for Authorization. To the extent that allegations are made against Euclid, those allegations are made against all members of the group, and damages for all of their actions are sought against them solidarily:
- 18. Several other unnamed co-conspirators are believed to have participated in the arrangement described below, and these proceedings may be amended as their respective identities and involvement become revealed.

C. THE CLAIM

- 19. The facts giving rise to the personal claim of the Petitioner against the Respondents are:

I. Concrete Admixtures

- 19.1. Most construction projects in Québec, and around the world, require cement, mortar (cement + water + sand), or concrete (cement + water + sand + gravel).
- 19.2. Cement, mortar, and concrete are used in all sorts of pavement, floors, bricks, walls, roofs, and pipes. Without cement, mortar, and concrete, it would be impossible to build roads, bridges, homes, schools, courts, skyscrapers, and nearly all other common building types.
- 19.3. Various chemicals are added to cement, mortar, and concrete to improve their performance. If they are added during the mixing of cement, they are usually called “additives”. If they are added after cement is mixed, during the mixing of concrete, they are usually called “admixtures”. For simplicity, this claim refers to all of these chemicals as Concrete Admixtures.
- 19.4. Concrete Admixtures have various uses, many of which are shown in Sika’s Canadian product guide, attached as **Exhibit R-3**, and Master Builder’s North American webpage on concrete admixtures, attached as **Exhibit R-4**.
- 19.5. Some Concrete Admixtures make it possible to use concrete for specific types of structures, or allow concrete to better perform its functions. For example:
 - 19.5.1. **Strengtheners** allow concrete to withstand more compressive stress. They include reinforcers like silica fume and polypropylene fibers; viscosity modifiers that prevent segregation; and rheology modifiers that prevent flowing. Without these admixtures, it would be difficult to safely build the largest or tallest buildings.
 - 19.5.2. **Waterproofers** allow concrete to be used in structures that contain liquids, like water towers. Without these admixtures, the liquid would seep into the concrete, weakening it over time.
 - 19.5.3. **Shotcrete accelerators** speed up hardening of sprayed concrete and may also reduce rebound so that the concrete stays in place after being sprayed. Without shotcrete accelerators, it would be difficult to create many types of mining structures and tunnels.
- 19.6. Some Concrete Admixtures make construction simpler and cheaper, for example:
 - 19.6.1. **Accelerators** are the broader category of admixtures that speed up hardening of concrete. They are often used in cold weather, which otherwise prevents concrete from hardening. Without accelerators, it would be difficult to maintain construction projects in late fall, winter, or early spring, lengthening construction. Accelerators can also allow work to proceed faster, reducing the cost of construction.

- 19.6.2. **Retarders**, a.k.a. deactivators, are the opposite of accelerators. They slow down the hardening of concrete. They are especially useful in summer, when the heat would otherwise make it difficult to pump or pour concrete into place before it hardens. Without retarders, construction projects would either have to stop on warm days or the workers would have to mix smaller batches, and use them more quickly. Either alternative would increase the cost of construction.
- 19.6.3. **Workability retainers** are similar to retarders in that they slow down hardening, but they can last for much longer. They are especially useful if one wants to mix the concrete in one place at scale (and do so cheaply), and then transport it to the pouring site. Without workability retainers, all concrete would have to be mixed at the pouring site, which would increase the cost of construction.
- 19.6.4. **Grinding aids** allow cement to be ground up more easily, requiring less energy and causing less degradation of mixing equipment. Without grinding aids, mixing concrete would be more expensive and mixing equipment would have to be replaced more frequently, which would increase the cost of construction.
- 19.7. Some Concrete Admixtures prevent the degradation of concrete, reducing long-term maintenance costs. For example:
 - 19.7.1. **Water repellents** prevent water from reaching the concrete, or from settling in the concrete, where it would otherwise cause structural damage as it freezes and expands.
 - 19.7.2. **Water reducers**, a.k.a. plasticizers, remove water from concrete, so the resulting concrete is stronger, more durable, and more abrasion resistant. They also reduce bleed (excess water), which makes the top level of concrete less durable.
 - 19.7.3. **Air entrainers** introduce microscopic air bubbles into concrete. This is especially useful in regions that go through periodic freeze-thaw cycles (like Canada), as the air bubbles allow the concrete to expand and contract each cycle with lower resistance, improving durability.
 - 19.7.4. **Corrosion inhibitors** form protective a layer around any embedded metals in the concrete, such that they corrode more slowly and do not need to be replaced as often.
 - 19.7.5. **Shrinkage reducers** ensure that, when concrete dries, it only faces a small decrease in volume, so that it is less likely to crack. This is necessary for structures that need a tight seal, but it is also useful

for structures exposed to rain, which might otherwise degrade quickly.

- 19.7.6. **Efflorescence reducers** neutralize salt vapours that would otherwise settle in pores in concrete, where it reacts and weakens the concrete, creating serious structural deficiencies.

19.8. Some Concrete Admixtures improve the appearance of concrete, such as:

- 19.8.1. **Integral colouring** inserts colour into the concrete itself, such that the resulting concrete keeps its colour for much longer than if the colour had merely been painted on it.
- 19.8.2. Many of the admixtures listed above also have cosmetic benefits. For example: viscosity modifiers avoid the appearance of lumps in the concrete; retarders can be used on the surface of concrete to enhance finishes; and efflorescence reducers reduce the prevalence of white spots caused by salt vapours.

II. Market Structure

a. Demand is inelastic

- 19.9. The vast majority of concrete sold in Québec contains at least one Concrete Admixture. As the descriptions above show, some structures are impossible to build without Concrete Admixtures. All other structures benefit from the lower construction costs, the lower maintenance and repair costs, the longevity, or the cosmetic benefits associated with Concrete Admixtures.
- 19.10. Concrete Admixtures are primarily sold to manufacturers of cement, mortar, concrete, and shotcrete. Those manufacturers attempt to sell their cement, mortar, concrete, and shotcrete to customers in the construction and industrial sectors, or less frequently, directly to consumers.
- 19.11. Many of the largest customers in Québec will not accept ready-mix concrete unless the manufacturer satisfies certification program 2621-905, run by the Bureau de normalisation du Québec ("**BNQ**") based on CSA Group's standard A23.1. A copy of the BNQ's webpage on ready-mix concrete is attached as **Exhibit R-5**.
- 19.12. Obtaining this BNQ certification is hard if not impossible without using at least some Concrete Admixtures.

b. Supply is concentrated

- 19.13. On September 23, 2022, the United Kingdom's Competition & Markets Authority ("**CMA**") published a first report on a proposed merger between Sika and Master Builders (the "**1st CMA Report**"), a copy of which is attached as

Exhibit R-6. Its figures suggest that the Respondents had a UK market share of between 55% and 90%, broken down as follows:

- 19.13.1. Sika AG had a market share of between 20% and 30%;
 - 19.13.2. Master Builders had a market share of between 20% and 30%;
 - 19.13.3. Saint-Gobain had a market share of between 10% and 20%; and
 - 19.13.4. GCP – now owned by Saint-Gobain – had a market share of between 5% and 10%.
- 19.14. The Respondents' collective market shares in Canada make it so that they have control over Concrete Admixtures' market in this country.

c. *Suppliers face high barriers to entry*

- 19.15. On December 15, 2022, the CMA published a further report on the same proposed merger (the “**2nd CMA Report**”), which among other conclusions found that there were high barriers to entry in the market for Concrete Admixtures. A copy of that report is attached as **Exhibit R-7**. The 2nd CMA Report made the following findings of fact in coming to that conclusion.
- 19.15.1. Suppliers must blend polymers and other chemicals, many of which are expensive to produce, and there is a global shortage of those raw materials. Only the largest suppliers, including Sika Group and Saint-Gobain Group, can afford to produce those polymers in-house.
 - 19.15.2. Suppliers must have dedicated laboratories “in all major territories in which they are active” to work directly with clients to adjust their products to address the contents of their region’s aggregates and the specific nature of their projects. They also help customers test and refine products after sale. As a result, customers usually have a main supplier, and rarely consider switching.
 - 19.15.3. In order to induce a customer to switch, a competitor would have to set up facilities near the customer and develop new products that work with the customer’s cement and aggregates, which is a “long and costly process”. It would have to repeat this process for each Concrete Admixture that the customer needs, which is rarely viable. Thus, even in the rare cases where customers switch, it is usually only with respect to a small portion of their overall demand.
 - 19.15.4. Suppliers must deliver large quantities directly to their customers. There are few third-party distributors, so suppliers almost always own and manage their own distribution networks.

III. Trade Associations

19.16. The Respondents are involved with the following trade associations.

- 19.16.1. **Atlantic Canada:** Sika (directly and through GCP) and Euclid are members of Concrete Atlantic.
- 19.16.2. **Belgium:** Attached as **Exhibit R-8** is a list of the members of Fédération des importateurs et producteurs d'adjuvants pour béton ("**FIPAH**"). Sika, Saint-Gobain (through Chryso), and Master Builders are members of FIPAH.
- 19.16.3. **France:** Attached as **Exhibit R-9** is a list of the members of the Syndicat National des Adjuvants pour Bétons et Mortiers ("**SYNAD**"). Sika (directly and through GCP), Saint-Gobain (through Chryso), and Master Builders are members of SYNAD.
- 19.16.4. **Italy:** Attached as **Exhibit R-10** is the structure of the Associazione Italiana Produttori Additivi e Prodotti per Cemento e Calcestruzzo ("**ASSIAD**"). Sika, Saint-Gobain (through Chryso), and Master Builders are members of ASSIAD.
- 19.16.5. **Netherlands:** Attached as **Exhibit R-11** is a list of the members of the Vereniging Van fabrikanten en leveranciers van Hulpstoffen voor mortel en beton ("**VHB**"). Sika and Master Builders are members of VHB.
- 19.16.6. **Norway:** Attached as **Exhibit R-12** is a list of the members of the Norwegian Committee for Concrete Admixtures, a trade association in Norway ("**NCCA**"). Sika, Saint-Gobain (through Chryso), and Master Builders are members of NCCA.
- 19.16.7. **Spain:** Attached as **Exhibit R-13** is a list of the members of the Asociación Nacional de Fabricantes de Aditivos para Hormigón y Mortero ("**ANFAH**"). Sika, Saint-Gobain (through Chryso), and Master Builders are members of ANFAH.
- 19.16.8. **Sweden:** Attached as **Exhibit R-14** is a list of the members of the Swedish Association for Concrete Admixtures ("**SACA**"). Sika Group, Saint-Gobain Group (through Chryso), and Master Builders Group are members of SACA.
- 19.16.9. **Switzerland:** Attached as **Exhibit R-15** is a list of the members of the Fachverband Schweizerischer Hersteller von Betonzusatzmitteln ("**FSHBZ**"). Sika Group and Master Builders Group are members of FSHBZ.

- 19.16.10. **Turkey:** Attached as **Exhibit R-16** is a list of the members of the Concrete and Mortar Admixtures Manufacturers Association (“**KUB**”). Sika, Saint-Gobain (through Chryso), and Master Builders are members of KUB.
- 19.16.11. **United Kingdom:** Attached as **Exhibit R-17** is a list of the members of the Cement Admixtures Association (“**CAA**”). Sika (directly and through GCP), Saint-Gobain (through Chryso), and Master Builders are members of CAA.
- 19.16.12. **United States:** Attached as **Exhibit R-18** is a list of the sponsors of the National Ready Mixed Concrete Association (“**NRMCA**”). Sika (directly and through GCP), Saint-Gobain (through Chryso), Master Builders, and Euclid are super sponsors of NRMCA.
- 19.17. Each of these trade associations held regular meetings, which the respondents’ employees attended. The respondents’ employees also serve as directors, officers, and committee members of these organizations and others, including the European Federation of Concrete Admixtures Associations (“**EFCA**”), and so attended even more regular board and committee meetings together.
- 19.18. Collectively, all trade associations in which multiple respondents are members – including Atlantic Concrete, FIPAH, SYNAD, ASSIAD, VHB, NCCA, ANFAH, SACA, FSHBZ, KUB, CAA, NRMCA, and EFCA – are referred to as the “**Trade Associations**”.
- 19.19. All of these meetings gave the respondents ample opportunities to agree upon, coordinate, and enforce the conspiracy described below.

IV. Lead Up to the Conspiracy

- 19.20. In 2014, Saint-Gobain launched a hostile takeover of Sika by attempting to acquire the holdings of the largest shareholder. This would have given Saint-Gobain 52% of the voting rights in Sika, allowing it to raise prices for Concrete Admixtures. Other shareholders sued to prevent the transfer. An article on the litigation in the Financial Times is attached as **Exhibit R-19**.
- 19.21. The litigation was still ongoing on May 11, 2018, when Saint-Gobain and Sika came to an agreement to end the litigation and cooperate (the “**Agreement**”). Under the publicly-available terms of the agreement, Saint-Gobain would sell some of the shares to Sika for CHF 2.08 billion and the share structure would be changed such that Saint-Gobain would not have control. But Saint-Gobain would also keep a 10.75% stake in Sika for two years. The press release, attached as **Exhibit R-20**, also notes that:

“The two groups will also continue their substantial existing business relationship and seek to further expand it to areas of

mutual benefit while preserving and respecting each group's economic and legal independence."

V. The Arrangement

19.22. The quote above hints at an unwritten, anti-competitive arrangement between Sika and Saint-Gobain, (the "**Arrangement**"). Under the Arrangement, Sika and Saint-Gobain agreed to:

19.22.1. Increase their own prices for Concrete Admixtures; and

19.22.1. Continuously buy up competitors charging lower prices, and then raising their prices, so as to eliminate downward pressure on price.

19.23. At dates and times known only to the Respondents, the other Respondents and their corporate groups joined the Arrangement, agreeing to raise their prices and acquire competitors that charged lower prices. They entered into, coordinated, and enforced the Arrangement at Trade Association meetings.

a. *Increasing Prices*

19.24. Since the Agreement, the Respondents have significantly increased the prices they charge for Concrete Admixtures, as well as the cement, mortar, and concrete products that they sell containing one or more Concrete Admixtures.

19.25. The Respondents have repeatedly confirmed that price increases exceeded any relevant cost increases, including those for raw materials.

19.26. As concerns **Sika**:

19.26.1. On an earnings call on February 21, 2020, Sika noted that raw material cost had "only a sort of a marginal impact". In fact, due to price increases, they were "improving our material margin". A transcript of that earnings call is attached as **Exhibit R-21**.

19.26.2. On an earnings call on February 20, 2021, Sika noted that it had seen "decreasing raw material costs" which, coupled with higher prices, added 50 basis points to its spread. A transcript of that earnings call is attached as **Exhibit R-22**.

19.26.3. On an earnings call on August 3, 2023, Sika noted that its material margin had increased by 330 basis points in the past year "as a result of our pricing discipline". A transcript of that earnings call is attached as **Exhibit R-23**.

19.27. As concerns **Saint-Gobain**:

- 19.27.1. In two press releases – dated February 27, 2020; and February 25, 2021 – Saint-Gobain noted that it had increased its price-cost spreads “thanks to strong pricing discipline”. Those press releases are attached as **Exhibit R-24 and R-25**.
- 19.27.2. In a presentation dated February 26, 2021, Saint-Gobain noted that it had achieved a 50 basis point increase in its “price-cost spread ... net of additional Covid costs”. Its operating margin had increased by 100 basis points since 2018. A copy of that presentation is attached as **Exhibit R-26**.
- 19.27.3. In a presentation dated February 25, 2022, Saint-Gobain noted that it had again increased its price-cost spread. The Americas saw the fastest price growth at 13%, and its operating margin in the Americas had increased by 530 basis points since 2018. A copy of that presentation is attached as **Exhibit R-27**.
- 19.28. As concerns **Euclid**:
 - 19.28.1. On an earnings call on April 6, 2022, RPM International Inc. noted that it saw “EBIT growth” despite increases in raw material prices because of “selling price adjustments”. A transcript of that earnings call is attached as **Exhibit R-28**.
 - 19.28.2. On an earnings call on January 5, 2023, RPM International Inc. noted that its Q2 EBIT margin had increased by 240 basis points compared with the previous year. A transcript of that earnings call is attached as **Exhibit R-29**.
 - 19.28.3. In a press release dated April 6, 2023, RPM International Inc. noted that it had “record fiscal 2023 third-quarter sales, which were driven by increased pricing”. That press release is attached as **Exhibit R-30**.
- 19.29. One Respondent has even hinted at coordinated action on pricing discipline. On an earnings call on July 26, 2023, a transcript of which is attached as **Exhibit R-31**, RPM International Inc. noted:

“we had a few distributors that were hinting ... we can boost some product if you discount. And I think we held our pricing and held our discipline. And let’s say everybody held their breath until they needed inventory” (emphasis added).

b. Acquiring Competitors Charging Lower Prices

- 19.30. Since the Agreement, Sika has acquired at least 19 competitors, including two Canadian competitors: King Packaged Materials Company in 2019 and Sable Macro Inc. in 2022. It also acquired one of the largest global

competitors, the corporate group that included the respondent Master Builders, in 2023. Sika's list of its acquisitions is attached as **Exhibit R-32**.

- 19.31. To obtain regulatory approval, Sika was required to divest Master Builders to Cinven. Cinven's press release about that transaction is attached as **Exhibit R-33**. After this acquisition, on an earnings call on August 4, 2023, the CEO of Sika bragged that its dominance in the Concrete Admixture industry was "unchallengeable". A transcript of that earnings call is attached as **Exhibit R-34**.
- 19.32. Similarly, since the Agreement, Saint-Gobain has acquired many competitors, including two Canadian competitors: Kaycan in 2022 and Building Products of Canada Corp. in 2023. It also acquired two of the largest global competitors, the respondents Chryso and GCP, in 2022. Press releases for each acquisition are attached as **Exhibits R-35, R-36, R-37, and R-38**, respectively.
- 19.33. Prior to its acquisition by Saint-Gobain, Chryso acquired at least four competitors, all of which are now part of the Saint-Gobain group.

VI. Global Investigations

- 19.34. On October 17, 2023, the European Commission ("**EC**") announced that it had carried out dawn raids at the premises of European branches of the respondent corporate groups. National competition authorities were present, the EC had coordinated with the CMA and the Turkish Competition Authority, and the EC was in contact with the United States Department of Justice, Antitrust Division. Their concern was that the respondents had "violated EU antitrust rules that prohibit cartels" in the market for "chemical additives for cement and chemical admixtures for concrete and mortar". A copy of the EC's press release is attached as **Exhibit R-39**.
- 19.35. On the same day, the CMA announced that it had carried out dawn raids at the premises of United Kingdom branches of the respondent corporate groups. Their concern was a breach of Chapter I of the *Competition Act 1998* – dealing with horizontal agreements – "involving a number of suppliers of these chemicals and some industry bodies". A copy of the CMA's press release is attached as **Exhibit R-40**.
- 19.36. At the same time, the Turkish Competition Authority announced that it was investigating "price fixing and consumer allocation violations" in the Concrete Admixture industry. An article discussing these investigations is attached as **Exhibit R-41**.
- 19.37. Sika, Saint-Gobain, and Cinven have confirmed that they were targeted by these raids, as reported by Global Competition Review on October 18, 2023.

VII. Impossibility to Act & Fraudulent Concealment

- 19.38. Class members reasonably expected the Concrete Admixture industry to be a competitive industry. A reasonable person under the circumstances would not have been alerted to investigate the sources or legitimacy of the respondents' prices for Concrete Admixtures. Accordingly, Class members could not have known of the Arrangement, which Respondents participated in it, or the fact that they were paying supra-competitive prices for Concrete Admixtures.
- 19.39. The Respondents and their unnamed co-conspirators actively, intentionally, and fraudulently concealed from Class members the existence of the Arrangement and their participation in the Arrangement. The Arrangement was self-concealing. The actions of the Respondents in furtherance of the Arrangement were carried out in a manner that precluded detection. The Respondents represented that their pricing activities were unilateral, thereby misleading Class members.
- 19.40. In particular, but without limiting the generality of the foregoing, Class members could not have known of the Arrangement alleged herein because:
 - 19.40.1. Sika and Saint-Gobain created the Arrangement in the confidential negotiations purportedly designed to create the Agreement;
 - 19.40.2. The Respondents and their associated corporate groups entered into, coordinated, and enforced the Arrangement in meetings of the Trade Associations, which are closed to the public; and
 - 19.40.3. The Respondents and their associated corporate groups do not post prices on their websites, and increase prices directly and through various surcharges, obscuring the magnitude of price increases.

VIII. Petitioner's Personal Experience

- 19.41. Mr. Guillaume Lapointe is the co-owner of an immovable located at 9565 De Limoilou Street, Montreal, Province of Québec, H1K 0J7 (the "**Immovable**").
- 19.42. Prior to the purchase of the Immovable by Mr. Lapointe, the Immovable was a vacant lot.
- 19.43. On April 25, 2018, Mr. Lapointe concluded a preliminary contract with Development Domont inc. whereby the latter would sell the Immovable to Mr. Lapointe after having built a single-family home thereon (the "**Building**").
- 19.44. The construction of the Building started in July of 2018.

- 19.45. The Building sits on foundations made of concrete, which incorporates one or more Concrete Admixtures, including air entraining admixture added to virtually all concrete used for building foundations.
- 19.46. The Petitioner only became aware of the likely supra-competitive price that he paid for the concrete used in his house foundation, as a result of use of Concrete Admixtures, upon learning of the overseas investigations into the Respondents' conduct.

IX. Class Members' Claims

- 19.47. The facts on which the claims of each Class member against the Respondents are based, are as follows:
 - 19.47.1. Direct Purchasers all purchased Concrete Admixtures for an inflated price on the basis of the Respondents' Arrangement.
 - 19.47.2. Indirect Purchasers all purchased products containing Concrete Admixtures, which were inflated on the basis of the Respondents' Arrangements.

D. CAUSES OF ACTION

I. Breach of the *Competition Act*

- 19.48. The Respondents are competitors in the market for Concrete Admixtures. As found in the 2nd CMA Report, this is the relevant product market.
- 19.49. Through the Arrangement, the Respondents conspired, agreed, or arranged to fix, maintain, increase, or control the price for the supply of Concrete Admixtures contrary to section 45(1)(a) of the *Competition Act*, by agreeing:
 - 19.49.1. To increase the prices charged for Concrete Admixtures;
 - 19.49.2. To add surcharges to the prices charged for Concrete Admixtures;
 - 19.49.3. To acquire many competitors that offered lower prices for Concrete Admixtures – or products containing Concrete Admixtures – so as to prevent them from placing downward pressure on prices; and
 - 19.49.4. Once competitors were acquired, to increase the prices that they charged for Concrete Admixtures.
- 19.50. In these ways, the Respondents breached section 45 of the *Competition Act*.
- 19.51. Moreover, the Canadian Respondents implemented directives, instructions, intimations of policy, or other communications from the non-Canadian Respondents, which communications were for the purpose of giving effect to

a conspiracy, combination, agreement, or arrangement that, if entered into in Canada, would have been breached section 45 of the *Competition Act*.

19.52. The Respondents therefore breached section 46(1) of the *Competition Act*.

19.53. As a result of the Arrangement:

19.53.1. Direct Purchasers suffered losses or damages by paying higher prices paid for Concrete Admixtures; and

19.53.2. Indirect Purchasers suffered losses or damages by paying higher prices paid for products that included or was manufactured with a Concrete Admixtures.

19.54. The Class is entitled to recover these losses or damages from the Respondents pursuant to section 36 of the *Competition Act*.

II. Breaches of Québec Law

19.55. Through the Arrangement, the Respondents committed a fault by unduly restricting competition and artificially inflating the price of Concrete Admixtures.

19.56. Both Direct Purchasers and Indirect Purchasers suffered injury as a result of the Respondents' faulty conduct by incurring a higher price for Concrete Admixtures or products containing Concrete Admixtures than what a competitive market would provide.

19.57. The Respondents are consequently liable to repair the injury they have caused to the Class members and indemnify them for the losses they have sustained.

III. Breaches of Common Law

19.58. Through the Arrangement, the Respondents committed civil conspiracy and voluntarily entered into agreements with each other to use unlawful means and cause losses and damage to class members.

19.59. The Respondents had a motivation to conspire and intended to cause economic loss to class members, which was a necessary corollary to enriching themselves.

19.60. The Respondents conduct amounts to a breach of the tort of unlawful means, as it interfered with class members economic interests through the following illegal acts: breach of the duty of good faith in contractual relations; breach of foreign and domestic competition law, unjust enrichment, and civil conspiracy.

E. COMPOSITION

20. The composition of the Class 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:

20.53. Class members are located throughout the Province of Quebec and the rest of Canada; their number is consequently unknown.

20.54. Given the prevalence of Concrete Admixtures in both residential and commercial construction projects, the class is likely comprised of several hundred thousand members.

20.55. It is consequently unpractical, if not impossible, to apply the rules for mandates or to consolidate proceedings.

F. IDENTICAL, SIMILAR OR RELATED QUESTIONS

21. The identical, similar or related questions of law or fact between each member of the Class and the Respondent which the Petitioner wishes to have decided by the class action are:

21.53. Did the Respondents conspire, agree, or arrange to fix, maintain, increase, or control the price for the supply of Concrete Admixtures?

21.54. Did the Respondents' participation in the Arrangement have the effect of increasing the price of Concrete Admixtures?

21.55. With respect to class members resident in Quebec:

21.3.1. Did the Respondents' participation in the Arrangement constitute a fault causing damages to the Class members?

21.3.2. Are the Respondents solidarily liable for the damages they have caused to the Class members?

21.4. With respect to class members residing outside Quebec:

21.4.1. Did the Respondents' participation in the Arrangement constitute civil conspiracy and/or a breach of the tort of unlawful means?

21.4.2. Are the Respondents joint and severally liable for the damages they have caused to Class members?

21.5. Should collective recovery be ordered for the claims of the Class members?

22. The questions of law or fact which are particular to each Class member, are:

- 22.3. Was the Class member was a Direct Purchaser or an Indirect Purchaser of Concrete Admixture?
- 22.4. What is the total amount that each Class member paid for Concrete Admixture or products containing Concrete Admixture during the class period?
- 23. It is expedient that this class action brought for the benefit of the Class members be authorized.

G. REMEDIES SOUGHT

- 24. The nature of the recourse which the Petitioner wishes to exercise on behalf of the Class members, is:
 - 24.3. An action in damages for the recovery of the artificially inflated price of Concrete Admixtures from the Respondents.
- 25. The conclusions sought by the Petitioner against the Respondents are as follows:
 - 25.3. **GRANT** the Class Action against the Respondents;
 - 25.4. **CONDEMN** the Respondents solidarily to pay to Class members the amount of the artificially inflated price of Concrete Admixture to be determined at the merits stage of this proceeding with interest and the legal indemnity;
 - 25.5. **ORDER** collective recovery of the total amount of the claims herein;
 - 25.6. **ORDER** that the claims of the Class members be the object of individual liquidation in accordance with Articles 599 to 601 of the *Code of Civil Procedure* or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Court deems to be in the interests of the Class members;
 - 25.7. **CONDEMN** the Respondents to any further relief as may be just and proper;
 - 25.8. **THE WHOLE** with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

H. REPRESENTATIVE PLAINTIFF

- 26. The Petitioner is in a position to represent the Class members adequately, for the following reasons:
 - 26.3. The Petitioner has taken this proceeding in good faith and out of a desire to sanction the Respondents' conduct and to obtain reparation for Class members who have been harmed by this anticompetitive behaviour.
 - 26.4. The Petitioner is not in a conflict with any Class member.

- 26.5. The Petitioner has retained competent counsel and is committed to advancing this case in the best interests of the class.
- 26.6. The Petitioner has knowledge of the gravity of price fixing and its impact on consumers and is prepared to cooperate with the undersigned counsel to keep class members informed of the developments in this proceeding.
27. The Petitioner suggests that the class action should be brought before the Superior Court sitting in and for the district of Montréal for the following reasons:
- 27.3. The Petitioner is domiciled in Montreal.
- 27.4. The Respondent Sika Canada Inc. is domiciled in the district of Montreal.
- 27.5. The Petitioner's counsel is located in Montreal.

WHEREFORE THE PETITIONER PRAYS THAT THAT THIS COURT:

GRANT the present Application;

AUTHORIZE the institution of the Class action;

GRANT the status of representative to Petitioner Guillaume Lapointe for the purpose of instituting the said class action for the benefit of the following groups of persons, namely:

All persons in Canada, legal and natural, who purchased:

any additive or any admixture for use in cement, mortar, concrete, or shotcrete ("**Concrete Admixtures**") from one or more of the Respondents (the "**Direct Purchasers**");

Concrete Admixtures manufactured by entities other than the Respondents (the "**Umbrella Purchasers**")

And/or

a product that included Concrete Admixtures manufactured by the Respondents (the "**Indirect Purchasers**"),

between May 11, 2018 and the date on which this action is authorized by the Superior Court of Québec (collectively, the "**Class**").

IDENTIFY the principal questions of law and of fact to be dealt with collectively as follows:

[1] Did the Respondents conspire, agree, or arrange to fix, maintain, increase, or control the price for the supply of Concrete Admixtures?

[2] Did the Respondents' participation in the Arrangement have the effect of increasing the price of Concrete Admixtures?

[3] With respect to class members resident in Quebec:

Did the Respondents' participation in the Arrangement constitute a fault causing damages to the Class members?

Are the Respondents solidarily liable for the damages they have caused to the Class members?

[4] With respect to class members residing outside Quebec:

Did the Respondents' participation in the Arrangement constitute civil conspiracy and/or a breach of the tort of unlawful means?

Are the Respondents joint and severally liable for the damages they have caused to Class members?

[5] Should collective recovery be ordered for the claims of the Class members?

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

GRANT the Class Action against the Respondents;

CONDEMN the Respondents solidarily to pay to the Class members the amount of the artificially inflated price of Concrete Admixture to be determined at the merits stage of this proceeding with interest and the legal indemnity;

ORDER collective recovery of the total amount of the claims herein;

ORDER that the claims of the Class members be the object of individual liquidation in accordance with Articles 599 to 601 of the *Code of Civil Procedure* or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Court deems to be in the interests of the Class members;

CONDEMN the Respondents to any further relief as may be just and proper;

THE WHOLE with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

DECLARE that any Class member who has not requested his/her exclusion from the Class be bound by any judgment to be rendered on the class action, in accordance with law;

FIX the delay for exclusion from the Class at sixty (60) days from the date of notice to the members, and at the expiry of such delay, the Class members who have not requested exclusion be bound by any such judgment;

REFER the record to the Chief Justice so that he may fix the district in which the Class action is to be brought and the Judge before whom it will be heard;

THE WHOLE with legal costs, including the costs of publication of notices, to follow suit.

MONTREAL, December 11, 2023

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TORONTO, December 11, 2023

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NOTICE OF SUMMONS
(Art. 145 of C.P.C.)

TAKE NOTICE that the Petitioner has filed this ***Erreur ! Utilisez l'onglet Accueil pour appliquer Titre de la procédure (AltCtrl T) au texte que vous souhaitez faire apparaître ici.*** in the office of the Superior Court (Class Action Division) in the judicial district of Montréal.

Exhibits in support of the application

In support of the ***Erreur ! Utilisez l'onglet Accueil pour appliquer Titre de la procédure (AltCtrl T) au texte que vous souhaitez faire apparaître ici.***, the Petitioner to file the following exhibits:

- Exhibit R-1:** Report by Robert Hogue and Rachel Battaglia of the Royal Bank of Canada, “Proof Point: Soaring construction costs will hamper Canada’s homebuilding ambitions”, dated June 27, 2023;
- Exhibit R-2:** Extract of the Registre des entreprises du Québec for Sika Canada Inc.;
- Exhibit R-3:** Sika’s Concrete Admixture Product Guide;
- Exhibit R-4:** Master Builders Solutions, “Concrete Admixtures”, North American webpage;
- Exhibit R-5:** Bureau de normalisation du Québec, “Ready-Mix Concrete”, webpage;
- Exhibit R-6:** Report of the United Kingdom’s Competition & Markets Authority, “Anticipated acquisition by Sika AG of MBCC Group”, dated September 23, 2022;
- Exhibit R-7:** United Kingdom’s Competition & Markets Authority, “Anticipated acquisition by Sika AG of MBCC Group: Final Report”, dated December 15, 2022;
- Exhibit R-8:** List of the members of the Fédération des importateurs et producteurs d’adjuvants pour béton;
- Exhibit R-9:** List of the members of the Syndicat National des Adjuvants pour Bétons et Mortiers;
- Exhibit R-10:** Structure of the Associazione Italiana Produttori Additivi e Prodotti per Cemento e Calcestruzzo;
- Exhibit R-11:** List of the members of the Vereniging Van fabrikanten en leveranciers van Hulpstoffen voor mortel en beton;
- Exhibit R-12:** List of the members of the Norwegian Committee for Concrete Admixtures;
- Exhibit R-13:** List of the members of the Asociación Nacional de Fabricantes de Aditivos para Hormigón y Mortero;

- Exhibit R-14:** List of the members of the Swedish Association for Concrete Admixtures;
- Exhibit R-15:** List of the members of the Fachverband Schweizerischer Hersteller von Betonzusatzmitteln;
- Exhibit R-16:** List of the members of the Concrete and Mortar Admixtures Manufacturers Association;
- Exhibit R-17:** List of the members of the Cement Admixtures Association;
- Exhibit R-18:** List of the sponsors of the National Ready Mixed Concrete Association;
- Exhibit R-19:** Ralph Atkins & Michael Stothard, “Swiss court blocks Saint-Gobain move for Sika”, Financial Times, October 28, 2016, online;
- Exhibit R-20:** Sika press release dated May 11, 2018;
- Exhibit R-21:** Transcript of the Sika earnings call of February 21, 2020;
- Exhibit R-22:** Article on the Sika earnings call of February 20, 2021;
- Exhibit R-23:** Transcript of the Sika earnings call of August 3, 2023;
- Exhibit R-24:** Saint-Gobain press release dated February 27, 2020;
- Exhibit R-25:** Saint-Gobain press release dated February 25, 2021;
- Exhibit R-26:** Saint-Gobain presentation dated February 26, 2021;
- Exhibit R-27:** Saint-Gobain presentation dated February 25, 2022;
- Exhibit R-28:** Transcript of the Euclid earnings call of April 6, 2022;
- Exhibit R-29:** Transcript of the Euclid earnings call of January 5, 2023;
- Exhibit R-30:** RPM International Inc. press release dated April 6, 2023;
- Exhibit R-31:** Transcript of the RPM International Inc. earnings call of July 26, 2023;
- Exhibit R-32:** List of Sika’s acquisitions;
- Exhibit R-33:** Cinven’s press release dated March 22, 2023
- Exhibit R-34:** Transcript of Sika’s earnings call of August 4, 2023;
- Exhibit R-35:** Saint-Gobain’s press release dated August 1, 2022;
- Exhibit R-36:** Saint-Gobain’s press release dated September 1, 2023;
- Exhibit R-37:** Saint-Gobain press release, dated September 27, 2022;
- Exhibit R-38:** Saint-Gobain press release, dated September 1, 2023;
- Exhibit R-39:** European Commission’s press release dated October 17, 2023;
- Exhibit R-40:** United Kingdom’s Competition & Markets Authority’s press release dated October 17, 2023; and
- Exhibit R-41:** Article discussing the Turkish Competition Authority’s investigations.

These exhibits are available on request.

Respondent's answer

You must answer the application in writing, personally or through a lawyer, at the Montréal Courthouse, situated at 1 Notre-Dame Street East, Montréal, within 15 days of the service of the present application or, if you have no domicile, residence or an establishment in Québec, within 30 days. The answer must be notified to the Petitioner's lawyers or, if the Petitioner is not represented, to the Petitioner.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code of Civil Procedure, cooperate with the plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of this summons. However, in family matters or if you have no domicile, residence or establishment in Québec, it must be filed within 3 months after service; or
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Where to file the judicial application

Unless otherwise provided, the judicial application is heard in the judicial district where your domicile is located, or failing that, where your residence or the domicile you elected or agreed to with plaintiff is located. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the court.

However, if the application pertains to an employment, consumer or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence, it is heard in the district where the employee's, consumer's or insured's domicile or residence is located, whether that person is the plaintiff or the defendant, in the district where the immovable is located or, in the case of property insurance, in the district where the loss occurred. If it was not filed in the district where it can be heard and

you want it to be transferred there, you may file an application to that effect with the special clerk of that district and no contrary agreement may be urged against you.

Transfer of the application to the Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Convening a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing that, the protocol is presumed to be accepted.

Application accompanied by a notice of presentation

Applications filed in the course of a proceeding and applications under Book III or V of the Code of Civil Procedure—excluding applications pertaining to family matters under article 409 and applications pertaining to securities under article 480—as well as certain applications under Book VI of the Code of Civil Procedure, including applications for judicial review, must be accompanied by a notice of presentation, not by a summons. In such circumstances, the establishment of a case protocol is not required.

MONTREAL, December 11, 2023

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NOTICE OF PRESENTATION

TAKE NOTICE that the Petitioner's *Application for Authorization to Institute a Class Action and Obtain the Status of Representative* shall be presented for adjudication before the Superior Court, at the Montréal Courthouse, situated at 1 Notre-Dame Street East, Montréal, on a day and time to be determined by the coordinating judge of the Class Action Division.

PLEASE GOVERN YOURSELF ACCORDINGLY.

MONTREAL, December 11, 2023

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**ATTESTATION OF SUBMISSION FOR INCLUSION IN THE
NATIONAL CLASS ACTION DATABASE**
(Art. 55 of the *Regulation of the Superior Court of Québec in civil matters*)

The undersigned lawyers, on behalf of the Petitioner, attest that the *Application for Authorization to Institute a Class Action and Obtain the Status of Representative* will be submitted for inclusion in the National Class Action Database.

MONTREAL, December 11, 2023

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TORONTO, December 11, 2023

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Attorneys for Petitioners

N° : 500-06-

CLASS ACTION
SUPERIOR COURT
District of Montréal
Locality : Montréal

GUILLAUME LAPOINTE, a natural person domiciled and residing at 9565 De Limoilou street, in the City and district of Montreal, Province of Québec, H1K 0J7

Petitioner

v.

SIKA CANADA INC., a corporation incorporated under the laws of Canada, domiciled at 601 Avenue Delmar, Pointe-Claire, Province of Québec, H9R 4A9

ET AL

Defendants

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION AND TO OBTAIN
THE STATUS OF REPRESENTATIVE PLAINTIFF**
(Articles 574 et seq. C.C.P.)

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