

**SUPERIOR COURT
(Civil Division)**

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-17-136769-265

DATE: January 08, 2026

BY THE HONOURABLE LUC MORIN, J.S.C.

CONCORDIA UNIVERSITY

Plaintiff

v.

POLARIS AEROSPACE INC.

-and-

OLEG KHALIMONOV

Defendants

JUDGMENT¹

¹ *Les juges de la Cour supérieure doivent soumettre leurs projets de jugement au Service de traduction, mais en raison de contraintes techniques et opérationnelles, une traduction du présent jugement ne peut être jointe immédiatement et sans délai conformément à l'article 10 de la Charte de la langue française. Après vérification auprès du Service de traduction, la traduction du présent jugement devrait être disponible sous peu, mais considérant l'urgence des ordonnances rendues, le Tribunal émettra le présent jugement en langue anglaise, la traduction sera produite au dossier de la Cour dans les meilleurs délais. En optant pour cette solution, le Tribunal tient à souligner que dans la présente affaire, les procédures et les documents contractuels liant les parties étaient rédigées en anglais.*

I- OVERVIEW

[1] As the saying goes, “*this is not rocket science*”. Except that, in this case, it quite literally is.

[2] Concordia University seeks the issuance of a provisional injunction against a former employee and student, Mr. Oleg Khalimonov, and against *Polaris Aerospace Inc.* (“**Polaris**”), a company of which Mr. Khalimonov is a director, officer, and shareholder.

[3] Concordia alleges the unauthorized and unlawful use of intellectual property, as well as confidential and proprietary information, obtained by Mr. Khalimonov in the course of his employment as Program Leader for Space Concordia, a non-profit student association of its campus.

[4] The Defendants, for their part, maintain that they have done nothing improper, that they have not relied on nor used Concordia’s proprietary information, and accordingly vigorously oppose the injunctive relief sought.

[5] The backdrop of this litigation is the *Launch the North: Accelerating Canada’s Sovereign Access to Space* initiative, conducted by the Government of Canada’s Department of National Defence. This initiative promises investments and grants totaling \$105 million over the next three years.

[6] The call for proposals is set to close at **noon on January 9th, 2026**², literally just a few hours away.

[7] Polaris submitted its bid on December 29, 2025, whereas Concordia’s counsel confirmed at the hearing that Concordia’s bid would be submitted tomorrow, in time to meet the proposal deadline.

[8] The Court benefited from detailed application materials, four sworn declarations filed in response, comprehensive written arguments, and a compilation of relevant authorities. Despite the significant time constraints, all parties succeeded in producing high-quality materials within a remarkably short timeframe, a fact that should not go unnoticed.

[9] For the reasons that follow, the Court is satisfied that the criteria for the issuance of the injunctive relief sought by Concordia have been met.

II- ANALYSIS

[10] Mr. Khalimonov was employed by Concordia University from September 2023 until his resignation, submitted on December 18, 2025. He has also been a student at

² Exhibit P-14, Section 3.2.

Concordia since 2016, having obtained a bachelor's degree in mechanical engineering and currently pursuing a master's degree in applied science.

[11] As of September 20, 2023³, Mr. Khalimonov served as Program Leader for Space Concordia, a non-profit organization formally incorporated in 2023 but active for more than twenty years, with over 700 students having contributed to its activities. His employment agreement with Concordia provided for an annual salary in excess of \$90,000.

[12] Space Concordia operates as one of several student societies within Concordia University, in this instance under the direct oversight of the *Gina Cody School of Engineering and Computer Science* (“GCS”). The GCS faculty is particularly active in the fields of aerospace and space engineering and garnered significant public attention with the launch of *Starsailor* in August 2025, alleged to be the first rocket launched from Canadian soil in twenty-five years.

[13] That launch was made possible through the sustained and collaborative efforts of numerous students, professors, and staff members since 2018. These research and development activities not only generated significant intellectual property but also attracted commercial interest from companies seeking to invest in Concordia's research and development initiatives.

[14] During the month of December 2025, Concordia was advised by potential donors and corporate partners with whom it was engaged in discussions relating to the *Starsailor* project that Polaris was representing in the market that it had acquired Space Concordia's intellectual property. Polaris further suggested that it was the only team in Canada to have successfully built and flown a large liquid-fuel rocket engine, expressly referencing the *Starsailor* project⁴.

[15] Meetings subsequently took place between Polaris, Mr. Khalimonov, and Concordia, all parties being represented by experienced legal counsel.

[16] On December 16, 2025, Concordia formally advised Mr. Khalimonov that his dual role as founder and principal of Polaris, on the one hand, and as Program Leader for Space Concordia, on the other, raised serious concerns with respect to potential breaches of his employment agreement, Concordia's IP Policy, and its Conflict of Interest Policy⁵.

[17] This correspondence led directly to Mr. Khalimonov's resignation as Program Leader for Space Concordia on December 18, 2025. In his resignation letter, he characterized Concordia's position as regrettable, while affirming that he “*fully intend[s]*”

³ Exhibit P-6.

⁴ Exhibits P-12 and P-13.

⁵ Exhibit P-16.

*to continue complying with all surviving obligations of [his] employment agreement following [his] departure.”*⁶

[18] This resignation letter, in turn, prompted a demand letter from Concordia’s counsel, reminding Mr. Khalimonov of his surviving obligations with respect to intellectual property and requiring that he returns, within seventy-two hours, any materials, documents, confidential information, or intellectual property in his possession⁷.

[19] On December 29, 2025 - merely a few days after his resignation and while the parties remained represented by counsel in the context of an active and contentious dispute concerning the use of intellectual property and confidential information - Polaris submitted a proposal under the *Launch The North* initiative (the “**Polaris Proposal**”)⁸.

[20] This sequence of events culminated in Concordia filing the present Application on January 6, 2026, seeking provisional injunctive relief.

[21] Beyond the parties’ debate regarding whether the formal criteria for a provisional injunction are met, the dispute turns on two central issues:

21.1. Who owns the intellectual property developed in the context of the *Starsailor* project, and who may lawfully benefit from it?

21.2. Does the Polaris Proposal use, rely upon, or otherwise benefit from intellectual property and confidential information proprietary to Concordia?

[22] Concordia submits that the intellectual property arising from the *Starsailor* project, together with any related confidential information, is proprietary to the University pursuant to its Intellectual Property Policy. That policy, which is publicly available on Concordia’s website and referenced in Mr. Khalimonov’s employment agreement, provides that “Inventors” of “Qualifying Inventions” are deemed to have automatically assigned the “Intellectual Property of such Invention” to Concordia.

[23] Concordia draws the Court’s attention to Mr. Khalimonov’s employment agreement⁹, which prohibits him from using Concordia’s confidential information or intellectual property for his own benefit or for the benefit of third parties.

[24] From a practical standpoint, Concordia emphasizes that the *Starsailor* project — conducted under the auspices of GCS through Space Concordia — would not have been possible without the University’s substantial investment of resources, including:

24.1. Significant involvement by Concordia’s senior administration.

⁶ Exhibit P-17.

⁷ Exhibit P-19.

⁸ Exhibit P-19.

⁹ Exhibit P-6, Section 7.07.2.

- 24.2. The allocation of certain Concordia staff members, including Mr. Khalimonov, on a full-time basis to the project.
- 24.3. The participation of faculty members in the project's research and development efforts.
- 24.4. Fundraising initiatives coordinated by the University.
- 24.5. The use of the Loyola Campus for testing and launches, which required the involvement of the Department of Mechanical, Industrial and Aerospace Engineering, Facilities Management, Environmental Health and Safety, and the building manager.
- 24.6. Extensive support from Concordia's legal department.

[25] Concordia further contends that the Polaris Proposal builds upon the *Starsailor* project and uses, relies upon, and benefits from intellectual property and confidential information derived from that project, all of which it maintains is proprietary to the University.

[26] Mr. Khalimonov, for his part, argues that ownership of the intellectual property arising from the *Starsailor* project is, at best unclear, emphasizing that Space Concordia is a distinct legal entity and not a party to the present proceedings.

[27] More fundamentally, he submits that the Polaris Proposal neither uses nor relies upon intellectual property or confidential information derived from the *Starsailor* project, while acknowledging that such information is proprietary to Concordia.

[28] The Court is satisfied that the issuance of the provisional injunctive relief sought is appropriate and that Concordia has met its burden in justifying such relief.

[29] Here's why.

A- **Concordia has a Strong Appearance of Right to Seek the Injunctive Reliefs**

[30] Concordia seeks orders requiring Polaris and Mr. Khalimonov to:

- 30.1. Cease using any proprietary or confidential information belonging to the University.
- 30.2. Withdraw the Polaris Proposal submitted in the context of the *Launch The North* initiative.
- 30.3. Remit any documentation in their possession relating to Space Concordia and/or the *Starsailor* project.

[31] As a first step, since some of the conclusions sought are mandatory in nature, Concordia must establish a strong *prima facie* case in support of the injunctive relief sought¹⁰. This requires demonstrating that Polaris and Mr. Khalimonov are using, benefiting from, or relying upon intellectual property and confidential information proprietary to the University in the context of the Polaris Proposal.

[32] The Court is satisfied that Concordia has met this burden.

[33] To begin with the obvious, the evidence clearly establishes that Mr. Khalimonov stood at the forefront of the University's rocketry initiatives. He was responsible for overseeing all aspects of Space Concordia's rocketry projects, including *Starsailor*. His responsibilities, as set out in his job description, included¹¹:

- 33.1. Supervising a team of students in the design, construction, and launch of a liquid-fueled rocket into space and related projects.
- 33.2. Planning the allocation of resources, equipment, and personnel.
- 33.3. Acting as the university's primary point of contact with Transport Canada, Maritime Launch Services, and local and municipal governments.
- 33.4. Ensuring compliance with all applicable regulations and safety standards.
- 33.5. Securing all necessary permits and licenses for the project.
- 33.6. Overseeing and maintaining ongoing test plans to ensure successful technical progress.
- 33.7. Reviewing all testing procedures, providing assistance in laboratory settings.
- 33.8. Offering mentorship and guidance to students.
- 33.9. Supervising the training of students involved in the project.

[34] As a result of his employment, Mr. Khalimonov enjoyed privileged access to Concordia's most strategically sensitive and confidential information, including technical data, intellectual property, and project plans relating to its rocketry initiatives, notably the *Starsailor* project. His exposure to Concordia's proprietary information and technological advancements in this field was both extensive and unparalleled.

¹⁰ *R. c. Société Radio-Canada*, 2018 CSC 5.

¹¹ Exhibit P-10.

[35] Despite the disclosure¹² and conflict-of-interest¹³ undertakings contained in his employment agreement, Mr. Khalimonov never formally disclosed to Concordia that he was simultaneously involved with Polaris as a director, officer, and shareholder, an involvement that predated his hiring. Concordia only became aware of this dual role in December 2025.

[36] Mr. Khalimonov points to *LinkedIn* and other social media postings as evidence that Concordia ought to have been aware of his involvement with Polaris¹⁴.

[37] Respectfully, such public-facing references cannot be regarded as adequate disclosure, particularly in circumstances where his role with Polaris gave rise to a clear and significant potential for conflicts of interest.

[38] This is especially so given that, under his employment agreement, Mr. Khalimonov expressly undertook to devote his professional time exclusively to his work at Concordia pursuant to an exclusivity clause¹⁵.

[39] Concordia employs thousands of individuals. The disclosure obligations set out in its employment agreements are intended precisely to ensure transparency from the outset and to prevent undisclosed conflicts of interest. They are designed to provide both parties, at the commencement of the employment relationship, with a clear understanding of any potential conflict issues.

[40] Pursuant to section 7.07 of the employment agreement, Mr. Khalimonov further undertook to comply with stringent obligations concerning intellectual property and proprietary information, including the following:

- 40.1. Holding in strict confidence all proprietary information and intellectual property of Concordia during and after his employment.
- 40.2. Refraining from using such information for personal benefit or for the benefit of any third party.
- 40.3. Prohibiting disclosure of any proprietary information without prior written consent.
- 40.4. Returning all proprietary materials upon termination.
- 40.5. Acknowledging that all intellectual property and proprietary information developed or accessed during his employment was the exclusive property of Concordia, with no rights accruing to him.

¹² Exhibit P-6, Section 6.01.

¹³ Exhibit P-6 Section 6.02.

¹⁴ Exhibits P-3, P-4 and P-5.

¹⁵ Exhibit P-6, Section 7.03.

[41] Moreover, pursuant to Section 7.04 of the Employment Agreement, Mr. Khalimonov undertook to abide by the policies of the University, including the Policy on Conflict of Interest¹⁶ and the IP Policy¹⁷.

[42] Without engaging in an overly technical analysis of the defined terms contained in the IP Policy, the Court is satisfied, at the very least on a strong *prima facie* basis, that *Starsailor* constitutes a “Qualifying Invention” and that Mr. Khalimonov qualifies as an “Inventor” within the meaning of the policy.

[43] Notwithstanding the foregoing, the evidence demonstrates that Mr. Khalimonov devoted significant time and effort to his involvement with Polaris.

[44] In this regard, Concordia was provided with a PowerPoint presentation prepared by Polaris and circulated to various potential partners, as well as to the Canadian Department of National Defence¹⁸.

[45] A cursory review of this presentation reveals a degree of ambiguity that is, at best, misleading. While some level of promotional exaggeration is not uncommon in the context of commercial solicitations, there remains a clear line that must not be crossed, namely, the making of representations that are false or misleading and capable of causing harm to others.

[46] In the Court’s view, that line was crossed in this instance.

[47] The presentation repeatedly employs the pronoun “our” when referring to technology derived from the *Starsailor* project and conveys the distinct impression that Polaris is the owner of that technology. In doing so, it blurs - if not deliberately obscures - the distinction between Polaris and *Starsailor*, thereby misrepresenting the provenance and ownership of the intellectual property at issue.

[48] Mr. Khalimonov contends that the Polaris Proposal does not rely upon, nor make use of, intellectual property or confidential information proprietary to the University. The Court has difficulty reconciling that assertion with the evidence before it.

[49] A full comparative technical analysis between the Polaris Proposal and the intellectual property developed in the context of the *Starsailor* project would undoubtedly require specialized expertise beyond the Court’s capacity. Moreover, given the acute time constraints - the *Launch The North* proposal deadline being only hours away - such an exercise was simply not feasible at this stage.

[50] Fortunately, the applicable test does not require the Court to reach definitive conclusions on ownership or technical overlap. The question is whether there exists

¹⁶ Exhibit P-15.

¹⁷ Exhibit P-8.

¹⁸ Exhibit P-13.

strong *prima facie* evidence that the Polaris Proposal relies upon or uses intellectual property and confidential information proprietary to Concordia.

[51] The Court is satisfied that such evidence exists.

[52] At a minimum, there is a strong appearance of right that the Polaris Proposal draws upon elements of the *Starsailor* intellectual property, and that Polaris is relying, at least in part, on information, documentation, and experience that qualify as intellectual property and/or confidential information proprietary to Concordia.

[53] Put simply, a reading of the Polaris Proposal supports Concordia's contention that *Starsailor* technology and intellectual property serve as foundational building blocks for the technology presented by Polaris.

[54] By way of illustration, Part 6 of the Polaris Proposal states:

- 54.1. *"Polaris has developed a new in-house industry-grade production design, solving key issues experienced by the team during the Starsailor Project"*.
- 54.2. *"This failure, and the extensive lessons learned throughout the Starsailor project in manufacturing, logistics, operations, and system level optimization, provides the core-team now at Polaris with a decisive advantage over other Canadian launch companies that have yet to conduct a flight test. Finally, Polaris is advancing beyond the flight safety systems demonstrated on Starsailor"*.

[55] These statements strongly suggest that the Polaris Proposal is premised upon, and benefits from, intellectual property and confidential information derived from the *Starsailor* project. In the Court's view, this constitutes a *prima facie* violation of Concordia's IP Policy, Mr. Khalimonov's employment agreement, and the University's Conflict of Interest Policy.

[56] The Court is therefore satisfied, on a strong *prima facie* basis, that Mr. Khalimonov breached his obligations under the employment agreement, the Intellectual Property Policy, and the Conflict of Interest Policy insofar as:

- 56.1. He misappropriated Concordia's confidential and proprietary information, including intellectual property developed through Space Concordia's rocketry projects.
- 56.2. He used this information to benefit Polaris, a competing entity; and he allowed Polaris to publicly present Concordia's innovations, such as the *Starsailor* project, as its own, as evidenced by Polaris's promotional materials and publications¹⁹.

¹⁹ Exhibits P-13, P-17 and P-18.

56.3. He used his time while at Concordia to work for Polaris.

56.4. He leaked information to his business partner and President of Polaris.

56.5. He attracted Concordia's business partners to meet with Polaris and in particular his business partner.

[57] These acts are also in violation of Mr. Khalimonov's obligation of loyalty and confidentiality under article 2088 of the *Civil Code of Québec*.

B- Not issuing the Provisional Injunction will cause Irreparable Harm to Concordia

[58] Counsel for Mr. Khalimonov urged the Court to "let the market decide" by allowing both proposals to proceed, deferring any determination as to whether the Polaris Proposal relies upon intellectual property and confidential information proprietary to Concordia.

[59] Put differently, the issue, according to the Defendants, could be addressed at a later stage, or rendered moot should neither proposal ultimately be selected.

[60] The Court does not share that view.

[61] As a practical matter, declining to issue the injunctive relief sought would result in competing proposals being submitted under the *Launch The North* initiative, creating significant uncertainty as to the ownership of the intellectual property upon which those proposals are based. Far from allowing the market to resolve the issue, this confusion would more likely lead to the disqualification of both proposals.

[62] Permitting the Polaris Proposal to proceed in these circumstances would therefore cause irreparable harm to Concordia. It would also allow Polaris to benefit from intellectual property and confidential information proprietary to Concordia, a result the Court is not prepared to condone at this stage given the circumstances outlined above.

C- The Balance of Inconvenience Favours Concordia

[63] Mr. Khalimonov submits that, if the provisional injunction is granted and Polaris is ordered to retract its proposal, it will effectively bar Polaris from participating in the *Launch The North* initiative, given that the submission deadline expires on January 9, 2026, an outcome that a final judgment may not be able to reverse.

[64] Concordia responds that, given the strength of its *prima facie* rights to the injunctive relief sought, the Court should place limited weight on the balance of inconvenience²⁰. In any event, Concordia contends that the balance of inconvenience favors it, as without the injunction, Polaris would privately benefit from research and

²⁰ *Zorah Bio Cosmétiques inc. v. 7774672 Canada Inc.*, 2017 QCCS 5436, par. 46-52.

development efforts carried out from the University's facilities, funded by donors and public resources, and supported over nearly a decade by hundreds of students, staff, and faculty members.

[65] The Court agrees that the balance of inconvenience must be considered alongside the other criteria governing the issuance of a provisional injunction. The weight assigned to each factor remains within the Court's discretion and must be assessed on a case-by-case basis.

[66] Context and perspective remain essential.

[67] Here, to describe the month of December as merely "rambunctious" would be an understatement.

[68] The sequence of events between December 16, 2025, and January 7, 2026, was remarkable: Mr. Khalimonov's resignation, the issuance of a formal demand letter by Concordia's counsel, and the filing of the Polaris Proposal on December 29, all while Polaris retained documents it had been asked to return.

[69] The Court is left with a clear impression that Mr. Khalimonov and Polaris acted with urgency to place Concordia - and, to some extent, this Court - before a *fait accompli*.

[70] Their apparent objective was to secure participation in the *Launch The North* initiative while deferring resolution of the key intellectual property dispute. Allowing such conduct to proceed unchecked would be improper and must be discouraged.

[71] Moreover, as noted above, failing to grant the provisional injunction would likely result in both the Polaris and Concordia proposals being disqualified due to the unresolved competing claims over intellectual property.

[72] In these circumstances, the Court finds that the balance of inconvenience favors Concordia and supports the issuance of the provisional injunctive relief sought.

D- Urgency has been Established

[73] The *Launch the North* call for proposals is set to close at noon on January 9, 2026, literally just a few hours away.

[74] Polaris submitted its bid on December 29, 2025, whereas Concordia's counsel confirmed at the hearing that the University's bid will be submitted tomorrow, in time to meet the deadline.

[75] In light of the Court's conclusions regarding the other criteria for the issuance of a provisional injunction, it is urgent that the relief sought be granted, particularly requiring Polaris to retract its proposal, to ensure that the process proceeds fairly, and that Concordia's rights are protected.

III- CONCLUSION

[76] The Court will grant the provisional injunction in accordance with the conclusions sought pursuant to Concordia's Application.

[77] With respect to the request for provisional execution of the judgement notwithstanding appeal, the Court finds it warranted under the circumstances. Given the extremely tight timing constraints and the fact that the *Launch the North* call for proposals closes at noon on January 9, 2026, allowing an appeal to proceed would effectively render this judgment moot and cause serious, irreparable harm to Concordia.

[78] The Court also considers that this is a case justifying a dispense of suretyship. Consistent with the approach in *HRM Projet Children inc. c. Devimco Immobilier inc.*²¹, it is the conduct of Mr. Khalimonov and Polaris that compelled Concordia to seek injunctive relief from this Court. Suretyship should not operate to condone or mitigate breaches of contractual or proprietary obligations.

FOR THESE REASONS, THE COURT:

[79] **GRANTS** Plaintiff's Application for provisional injunction.

[80] **ISSUES** a provisional injunction for a duration of ten (10) days as may be renewed.

[81] **ORDERS** the Defendants, their respective directors, officers, shareholders, servants, agents, employees, successors, assigns, affiliates, joint ventures, and any person or entity acting on behalf of or under the authority of the Defendants, as well as any person having knowledge of the order, to:

- 81.1. **CEASE, REFRAIN AND DESIST** from disseminating false statements with respect to Polaris' detaining any rights whatsoever in Concordia's intellectual property, including with respect to Space Concordia's rocketry projects.
- 81.2. **CEASE, REFRAIN AND DESIST** from using, incorporating, making, constructing, displaying, presenting, promoting, offering for sale, and selling any products, devices or equipment that comprises or embodies, in whole or in part, Concordia's intellectual property, including with respect to Space Concordia's rocketry projects.
- 81.3. **CEASE, REFRAIN AND DESIST** from using, and from disclosing, communicating or revealing to any person, corporation, partnership or entity, confidential or proprietary information belonging to Concordia, which includes customer lists, marketing plans, business strategies, information pertaining to technology, proposals, contracts, methods, processes,

²¹ *HRM Projet Children inc. c. Devimco Immobilier inc.*, 2020 QCCA 1123.

algorithms, designs, workflows, technical and/or financial information, data and databases, source code, software, and know-how, but excludes information that is or becomes public other than through a breach of this Order (the “**Confidential Information**”).

- 81.4. **CEASE, REFRAIN AND DESIST** from using, incorporating, making, constructing, displaying, presenting, promoting, offering for sale, and selling any products, devices or equipment, as well as any services, for which Concordia’s confidential or proprietary information was used, disclosed or incorporated, in whole or in part, including with respect to Space Concordia’s rocketry projects.
- 81.5. **RETRACT AND REMOVE** immediately, and in any event at the latest by 10:00 a.m. on January 9, 2026, the Polaris Proposal (**D-19**) submitted in the context the contest published by the federal government’s Department of National Defence under its Innovation for Defence Excellence and Security program (IDEaS) entitled “*Launch the North: Accelerating Canada’s sovereign access to space*”.
- 81.6. **PROVIDE** Concordia with written evidence of the retraction and removal of the Polaris Proposal at the latest by 10:30 a.m. on January 9, 2026.
- 81.7. **PROVIDE** Concordia, within twenty-four (24) hours of the issuance of the provisional injunction, with a detailed list of all of Concordia’s documents and files that the Defendants have in their possession or control at the time they were served with Concordia’s demand letters on December 19, 2025, and **INDICATE** the devices (physical, cloud based or otherwise) on which these documents files are stored.
- 81.8. **RETURN** to Concordia all Confidential Information in the possession of the Defendants or under their control, directly or indirectly, without altering their original form.
- 81.9. **PROVIDE** Concordia with a sworn statement from each Defendant confirming that all Confidential Information has been returned to Concordia and that they have not deleted, destroyed, kept, transferred, altered or forwarded any to any person.

[82] **ORDERS** Defendant Oleg Khalimonov to abide by his legal obligations of loyalty and confidentiality towards Concordia.

[83] **AUTHORIZES** the present proceedings or any judgment or order to be served outside of the legal hours and judicial days, if necessary, by email, facsimile, by leaving a copy at Defendants’ domicile, residence or place of business, with a reasonable person or by leaving a copy in Defendants’ mailbox.

[84] **DISPENSES** Plaintiff from posting security for costs.

[85] **ORDERS** the provisional execution of any judgment to issue herein, notwithstanding appeal.

[86] **THE WHOLE**, with legal costs against the Defendants.

LUC MORIN, J.S.C.

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Hearing date: January 07, 2026