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Date: 20050207

Docket: T-2407-03

Citation: 2005 FC 187

BETWEEN:

CANADIAN PRIVATE COPYING COLLECTIVE

Plaintiff

and

FIRST CHOICE RECORDING MEDIA INC.,

M3 TECHNOLOGY INC.,

AM/FM MARKETING LTD., and

HARRY CHEUNG

Defendants

REASONS FOR ORDER

HARGRAVE P.

[1] Section 82 of the *Copyright Act*, R.S.C. c. 30, requires payment of a private copying levy, on blank recording media, by Canadian manufacturers or by importers who bring such media into Canada.

[2] This action involves collection of levies on such blank recording media, here blank compact discs, by the Plaintiff, Canadian Private Copying Collective (the "Collective"), a non-profit body designated under the Act, on behalf of authors, performers and makers of sound recordings.

[3] This motion deals with the addition as Defendants of AM/FM Marketing Ltd., M3 Technology Inc. and Harry Cheung, who are said to have been involved in importing blank compact discs into Canada without paying the relevant private copying levy.

[4] While this proceeding came to the attention of AM/FM Marketing Ltd. ("AM/FM"), they were not represented. The addition of AM/FM Marketing Ltd. as a Defendant and its substitutional service were ordered at the conclusion of the hearing. I reserved as to the addition of Mr. Cheung and M3 Technology Inc.: before considering this issue I turn to some relevant background.

SOME RELEVANT BACKGROUND

[5] As a result of what the Collective felt was inadequate reporting by and an unsatisfactory audit of First Choice, the Collective began this action, for the value of unpaid levies on compact discs, on 18

December 2003. The allegation is that First Choice began importing blank compact discs in December o 1999. At the time the action was commenced First Choice was both an importer into Canada and a seller into the Canadian market, of the compact discs.

[6] The evidence of Mr. Cheung, the president, director and shareholder of First Choice, is that by reason of various factors, including competition, a local bulk supply of low-priced blank compact discs, the reporting and paperwork required by the Collective as to the levy and latterly this lawsuit, he closed the business operated by First Choice in the fall of 2003.

[7] Subsequently the leased First Choice premises at #4 - 3511 Viking Way, in Richmond, British Columbia, were leased by M3 Technology Inc. ("M3"). M3, formerly called First Choice Currency Exchange Inc., is a company of which Mr. Cheung is also president, director and shareholder. M3 and Mr. Cheung are represented on this motion by the solicitor of record who acts for First Choice in this action.

[8] On taking over the former First Choice premises M3 advertised, on its website, that it was "formerly known as First Choice Recording Media": Mr. Cheung says that this representation or advertisement, as to evolution of the business, was an error on the part of M3, an error in an announcemen which he had not himself approved. Of relevance is that M3 does not import its stock of blank compac discs, but purchasers from a local importing source or perhaps sources.

[9] Mr. Cheung concedes that many of the business activities of M3, with the exception o importing, are those left vacant when First Choice closed. However, I also accept that M3 sold, at least a one time, apparently left over merchandise carrying the First Choice brand. All of this is a brief summary o the positions of First Choice, M3 and Mr. Cheung, which counsel for those entities submits leads to no relevant conclusion or reason why either M3 or Mr. Cheung are necessary parties in this litigation, and this is all the more so in that M3, doing business solely as a seller, can in the view of M3 have no liability to the Collective, which must look to importers in order to collect the levy. I would add that not only is the matter o adding necessary parties a complex issue in this instance, but also the Collective takes a very different view.

[10] The Collective believes that there is evidence by which to demonstrate that Mr. Cheung's activities are such as to attract liability, notwithstanding the veil of incorporation separating both corporations from one another and the corporations from their sole shareholder. The Collective goes on to add that Mr Cheung, together with his new sales organization M3, are essential parties.

[11] The Collective alleges what amounts to chicanery on the part of First Choice as to business records, First Choice and Mr. Cheung contending that the computer containing the business records of Firs Choice was stolen, apparently before an 11 June 2003 audit could be carried out by the Collective and thus First Choice could produce no documents. Counsel for the Collective points out that Mr. Cheung's Affidavi of Documents on behalf of First Choice, lists earlier hard copy business records of First Choice which were apparently prepared after the computer theft. This is interesting, but not relevant to the addition of parties As a general proposition the basic reason to make an entity a party is so that a company or an individua may be bound by the result of the action, with the question to be whether or not the action may be effectually and completely settled should that person or company not be a party: here I would refer to *Shubenacadie Indian Band v. Canada (A.G.)* (2000) 299 N.R. 241 (F.C.A.) at 243:

In determining whether a person could properly be joined as party to an action under the previous rules, in *Stevens v. Canada (Commissioner, Commission of Inquiry)*, [1998] 4 F.C. 125 at 138 (C.A.), this Cour quoted with approval a passage from the judgment of Devlin J. (as he then was) in *Amon v. Raphael Tuck & Sons Ltd.*, [1956] 1 Q.B. 357 at 380, which included the following:

What makes a person a necessary party? It is not, of course, merely that he has relevant evidence to give on some of the questions involved; that would only make him a necessary witness. It is not merely that he has an interest in the correct solution of some question involved and has thought of relevant arguments to advance and is afraid that the existing parties may not advance them adequately. ... The only reason which makes it necessary to make a person a party to an action is so that he should be bound by the result of the action, and the question to be settled therefore must be a question in the action which cannot be effectually and completely settled unless he is a party.

In our view, this description of a necessary party is equally applicable under the current Rules, ...

The Court of Appeal observed that two of the defendants had been improperly joined pursuant to Rule 104 while they might be able to adduce relevant evidence there was no cause of action against them and thus they were unnecessary as parties to the action. I must therefore look for evidence to establish in what way Mr. Cheung and M3 need to be bound by the decision in this action and how they can be said to be essential, as parties, for the effectual and complete resolution of the action.

[12] The Collective submits that the actions of Mr. Cheung, in shutting down First Choice and

allegedly stripping it of assets, has frustrated the Collective's ability to collect the levies: this argument goes on to the effect that such an improper approach by Mr. Cheung should result in liability against either Mr. Cheung or M3 for the levies owed by First Choice. This of course would depend upon whether, for example, there was perpetuation of an improper action which would require the Court to disregard the veil of incorporation by piercing it or setting it aside.

[13] The Collective points out that M3 is selling compact discs at such a small mark-up, $0.2325 per disc, over the levy of $0.21 per disc, that clearly no levies have been paid by the importer from whom M3 purchased the discs. The argument here is that M3 is a necessary party in order to determine whether it is liable for levies that have not been paid on the products themselves: this could only be the situation if M3 and its corporate supplier are looked at not as separate entities divided by a corporate veil but, by reason of the justice of the case, as a common unit.

[14] There is an indication that First Choice has purchased compact discs from AM/FM, who is now a Defendant in this action. The submission here is that there must be a determination, as between First Choice and AM/FM, as to who owes the levies and this can be determined, for both are parties to this litigation. That situation does not in itself bring Mr. Cheung in as a necessary party. The evidence relied upon by the Collective and as alleged in the proposed amended statement of claim does go further. By way of background AM/FM, incorporated on 14 August 2003 gives an address, for its registered and records office and for its director, which does not exist, although it has an active place of business in Richmond, B.C.

[15] I accept the Plaintiff's affidavit evidence that AM/FM has not paid the levies required of an importer. However the Collective goes on to submit that Mr. Cheung has various internal banking and payment documents from AM/FM to the suppliers of AM/FM, suggesting that compact discs are imported under the direction of Mr. Cheung, or perhaps First Choice. Some of the material from among documents produced by Mr. Cheung indicates that the same number of units imported by AM/FM were transferred to First Choice, within a short period of time, with minimal mark-up. Most interesting, is that, as verified by First Choice's documents, AM/FM continued to ship compact discs to, bill and be paid by First Choice at least until 2 February, 2004, a number of months after Mr. Cheung states, in his affidavit in opposition to this motion, that he closed down First Choice. It would appear, on the affidavit evidence, that AM/FM were in fact supplying both First Choice and M3 with compact discs on which levies had not been paid.

[16] From all of this the Collective submits that AM/FM is a sham and an agent for First Choice, M3 and Mr. Cheung, created only to allow M3, First Choice and Mr. Cheung to take the position that they owe no import levies.

[17] The Collective goes on to submit first that no evidence has been put forward by Mr. Cheung, First Choice, or M3, to establish an arm's length relationship with AM/FM, however I do not see that as an onus on the part of either Defendant or the proposed defendants. The Collective, in written argument, submits that "These other parties may be liable if this Court determines that it can look behind the corporate vehicles and pierce the corporate veil.". While there has been no discovery of First Choice in order to flesh out the Collective's factual argument and, at this early stage, in the case of AM/FM, neither discovery of documents nor examination for discovery, there is evidence from First Choice's documents not only that Mr. Cheung ran and governed his two companies, First Choice and M3 as a common unit, in a manner consistent with the concept of a corporate veil. I put little weight in affidavit evidence of Mr. Cheung, as an astute and ambitious businessman, to the effect that while he was admittedly responsible for the overall operation of First Choice he did not do bookkeeping, ordering or keeping track of inventory and supplies and moreover did not direct how the operation was to be carried out. I now turn from this background, which does contain some legal principles, to a consideration of the applicable law and my conclusions.

SOME LAW AND CONCLUSIONS

[18] As a basic proposition I have already observed that a party ought not to be joined as a defendant unless it is necessary that he or she be bound by the outcome and that they are essential, as parties, to effectually and completely resolve the action. Mr. Justice Strayer, as he then was, on an application to add defendants, in *Eastman Kodak Co. v. Hoyle Twines Ltd.* (1985) 5 C.P.R. (3d) 264 noted that on such a motion the Court ought not to decide on the adequacy or the credibility of the evidence which eventually might be before the judge at trial, it not being the role of the Court to try the issue of liability of each proposed defendant. In his view, so long as the addition of the proposed defendant did not appear completely spurious, that person should be added:

Counsel for the defendant insisted on challenging the evidence of liability of these proposed additional defendants. It is not for a judge hearing a motion to amend a statement of claim to decide on the adequacy or credibility of the evidence that may be produced at trial. If the added defendants can successfully challenge such evidence as the plaintiff may produce, they will not be held liable. But I cannot try the whole issue now. It is sufficient that there be demonstrated, in order to justify the inconvenience that may flow from adding parties at this stage of the action, that the additions not appear to be completely spurious.

[19] Counsel for Mr. Cheung and AM/FM relies upon *Iris, Le Groupe Visuel (1990) Inc. v. Trustus International Trading Inc.*, (2003) 250 F.T.R. 188, where Mr. Justice Rouleau, consistent with Mr. Justice Strayer's position in the *Kodak* case (*supra*), began with the proposition that an amendment ought to be allowed unless it has absolutely no chance of success, referring to *Apotex Inc. v. Eli Lilly & Co.* (2002) 22 C.P.. (4th) 19 (F.C.A.). However Mr. Justice Rouleau then observed that the interlocutory decision maker still had some room to manoeuver in assessing what constituted an amendment obviously doomed to failure (paragraph 19). There he went on to advise an assessment of the evidence as a whole as a means to decide whether a situation is such that it would justify denying the amendment. This comes perilously close to Mr. Justice Strayer's caution that the case not be tried on a motion to add defendants, but rather the determination should be whether or not the addition of the defendants appeared to be completely spurious.

[20] Thankfully I do not need to try to reconcile the Trial decision in *Iris* with Mr. Justice Strayer's decision in *Eastman Kodak* (*supra*) for the Federal Court of Appeal set aside the Trial Division decision in *Iris* in a judgment of 22 April 2004, docket A-501-03, [2004] F.C.J. No. 752, 2004 FCA 167. In *Iris* the Federal Court of Appeal put emphasis on the allegation set out in the amended statement of claim observing that a consideration of the allegations could only lead to the conclusion that impleading the individuals, in their personal capacities, jointly with the corporate defendant, was by no means an amendment devoid of any chances of success:

Consequently, we can only conclude that Rouleau J. erred in law, as did the prothonotary, in failing to consider, as he should have done, the relevant allegations put forward by the appellant in its amended statement of claim. In our view, if he had considered those allegations he could only have concluded that the amendments were in no way devoid of any chance of success.

[21] I have examined the proposed amended statement of claim as it bears on the addition of the proposed defendants. There are sufficient particulars in the proposed amended statement of claim to enable me to reach the conclusion that the Plaintiff's claim as articulated against the proposed defendants is in no way devoid of any chance of success. However this does require some analysis to make certain that the claim against the proposed defendants, particularly Mr. Cheung, is not completely spurious.

[22] In *Painblanc v. Kastner* (1994) 58 C.P.R. (3d) 512 (F.C.A.) at 503, the Federal Court of Appeal observed that merely being a shareholder and managing director was, without more, insufficient to engage personal liability. The Court of Appeal in *Painblanc* went on to point out that it is also insufficient to base the addition of a controlling shareholder and managing director on the possibility that the plaintiffs might, during examination for discovery, obtain more implicating evidence, for such would clearly be a fishing expedition and an abuse of the process of the Court. However, further evidence is not required in the present instance for not only are the allegations in the proposed amended statement of claim clear, but also the allegations are confirmed by the affidavit evidence of the Plaintiff and not sufficiently rebutted by the affidavit evidence tendered on behalf of the proposed defendants.

[23] Mr. Justice Rouleau made a specific point, that for managers and directors to be personally liable, in that instance for infringement, their "... company must have been founded for the very purpose of infringing the plaintiff's rights." (paragraph 24). Here Mr. Justice Rouleau went on to refer to *Mentmore Manufacturing Co. v. National Merchandise Manufacturing Co.* (1978) 40 C.P.R. (2d) 164 (F.C.A.) at 174:

I do not think we should go so far as to hold that the director or officer must know or have reason to know that the acts which he directs or procures constitute infringement. That would be to impose a condition of liability that does not exist for patent infringement generally. I note such knowledge has been held in the United States not to be material where the question is the personal liability of directors or officers: see Deller's Walker on Patents, 2nd ed. (1972), vol. 7, pp. 117-8. But in my opinion there must be circumstances from which it is reasonable to conclude that the purpose of the director or officer was not the direction of the manufacturing and selling activity of the company in the ordinary course of his relationship to it but the deliberate, wilful and knowing pursuit of a course of conduct that was likely to constitute infringement or reflected an indifference to the risk of it. The precise formulation of the appropriate test is obviously a difficult one. Room must be left for a broad appreciation of the circumstances of each case to determine whether as a matter of policy they call for personal liability. Opinions might differ as to the appropriateness of the precise language of the learned trial Judge in formulating the test which he adopted -- "deliberately or recklessly embarked on a scheme, using the company as a vehicle, to secure profit or custom which rightfully belonged to the plaintiffs" -- but I am unable to conclude that in its essential emphasis it was wrong.

The test set by the Court of Appeal in *Mentmore* is articulated in several ways, being the reasonablesness of concluding that the purpose of the director was not that of usual lawful activity, but deliberate, wilful and knowing pursuit of an improper course of conduct, or actions reflecting an indifference of it, or as put by the trial judge "deliberately or recklessly embarking on a scheme, using the company as a vehicle, to secure profit or custom which rightfully belong to the plaintiffs", being the test applied by Mr. Justice Collier, at the trial level, reported (1974) 114 C.P.R. (2d) 151 at 167.

[24] Building upon the approach taken by Mr. Justice Collier, in *Mentmore* and approved by the Court

of Appeal, being whether there was a deliberate embarkation on a scheme, by way of corporate structures to secure profit rightfully belonging the plaintiffs I will look at the evidence provided by each side, not in an effort to try the case, but rather to test the sincerity and genuineness of the amendment to add the proposed defendants. Mr. Cheung, as president, director and shareholder of First Choice said that he did not know how some of the day-to-day operations of his small company were carried out, but he did say that because of the present lawsuit he decided to close down First Choice. The Plaintiff pleads that this is clearly a deliberate scheme to secure to himself, as shareholder, profit, by way of unpaid import levies, which rightfully belonged to the Collective. Taking this and the overall circumstances into consideration, including affidavit evidence, but particularly the proposed form of the amended pleadings, it is appropriate that Mr Cheung be added as a Defendant. However there is also the question of whether AM/FM, which in fact carried on with a business, in part similar to that of First Choice and who, it would appear, not only sold First Choice brands, but also accepted and paid for deliveries, directed to First Choice, for a number of months after First Choice had closed down, ought to be added as a Defendant. Here it is useful to look at the concept of the corporate veil and its piercing in order to test the proposed amendment for spuriousness.

[25] Counsel have referred to a number of cases from various courts, however I will limit my consideration to a Supreme Court of Canada case and two cases in the Federal Court of Appeal.

[26] In order to add AM/FM as a Defendant I must consider whether it can be argued, with some chance of success, that First Choice and AM/FM are not separate entities, but rather one and the same and thus should not be entitled to protection of incorporation as separate entities, or perhaps put another way was the intent of Mr. Cheung, to secure the separation benefits of incorporation, a genuine decision, or is it one opposed to justice. Madam Justice Wilson sets some of this out in a passage in *Constitution Insurance Co. v. Kosmopoulous* (1987) 34 D.L.R. (4th) 208. At issue there was whether corporate assets were the property of its sole shareholder, but the general principle set out at page 213 is worth keeping in mind:

As a general rule a corporation is a legal entity distinct from its shareholders: *Salomon v. Salomon & Co. Ltd.*, [1897] A.C. 22 (H.L.). The law on when a court may disregard this principle by "lifting the corporate veil" and regarding the company as a mere "agent" or "puppet" of its controlling shareholder or parent corporation follows no consistent principle. The best that can be said is that the "separate entities" principle is not enforced when it would yield a result "too flagrantly opposed to justice, convenience or the interests of the Revenue": L.C.B. Gower, Modern Company Law, 4th ed. (1979), at p. 112. I have no doubt that theoretically the veil could be lifted in this case to do justice, as was done in *American Indemnity Co. v. Southern Missionary College, supra*, cited by the Court of Appeal of Ontario.

Important here is that the separate entities principle will be disregarded when the result is "too flagrantly opposed to justice, ...".

[27] I now turn to the view of lifting the corporate veil set out by Mr. Justice of Appeal Décary in *Villetard's Eggs Ltd. v. Canadian Egg Marketing Agency* (1995) 181 N.R. 374 at 380:

Attempts to import into modern administrative law the theory of the corporate veil developed a century ago by the House of Lords [*Salomon v. Salomon & Co.* [[1897] A.C. 22 [H.L.]] in the area of corporate law have been facing increasing opposition.

That opposition has come either through findings that what was done by a licensing authority was not piercing the corporate veil [*CIBM-FM Mont-Bleu Ltée v. Conseil de la radiodiffusion et des télécommunicatins et CION-FM Inc.* (1990) 123 N.R. 226 (F.C.A.)] or through findings that the corporate veil may be lifted where the corporation is under the control of another person or entity to such an extent that they constitute a common unit, or where one company is in fact the agent or puppet of the other or is being used as a cloak for the actions of the other [*Syntex Pharmaceuticals International Ltd. v. Medichem Inc* [1990] 2 F.C. 499 (F.C.A)] or, more generally, where fraud or improper conduct is alleged. [*B.G. Preeco (Pacific Coast) Ltd. v. Bon Street Developments Ltd.* (1989), 60 D.L.R. (4th) 30 (B.C.C.A.)].

Of interest here is the view that the theory of the corporate veil, from *Salomon v. Salomon*, is facing increased opposition in the modern context, although Mr. Justice Décary does leave it open whether the disregard for that theory goes beyond modern administrative law. However that relaxing of the strict doctrine is also noted by Mr. Justice of Appeal Létourneau in *Northeast Marine Services Ltd. v. Atlantic Pilotage Authority* (1995) 179 N.R. 17.

[28] In *Northeast Marine* Mr. Justice of Appeal Létourneau observed at page 24 that the doctrine from *Salomon v. Salomon* is less restrictive than often supposed:

In *Nedco Ltd. v. Clark et al.*, [(1973) 43 D.L.R. (3d) 714 (Sask. C.A.)] the Saskatchewan Court of Appeal allowed the Court to lift the corporate veil for the purpose of determining whether the picketing of the premises of Nedco Ltd., a wholly-owned subsidiary of Northern Electric Company Ltd., during a legal strike at Northern Electric Company Ltd. ought to be permitted. This case shows that the judicial test is not as restricted as the Trial Judge suggested. A similar view can be found in this statement of Lord Denning M.R. in Littlewoods Mail Order Stores Ltd. v. McGregor: [[1969] 3 All E.R. 885 (C.A.)]

The doctrine laid down in *Salomon v. Salomon & Co., Ltd.* ([1897] A.C. 22; [1895-99] All E.R. Rep. 33) has to be watched very carefully. It has often been supposed to cast a veil over the personality of a limited company through which the courts cannot see. But that is not true. The courts can and often do draw aside the veil. They can, and often do, pull off the mask. They look to see what really lies behind. The legislature has shown the way with group accounts and the rest. And the courts should follow suit. I think that we should look at the Fork company and see it as it really is - the wholly-owned subsidiary of the taxpayers. It is the creature, the puppet, of the taxpayers in point of fact; and it should be so regarded in point of *law*. [p. 860]

In this passage Mr. Justice of Appeal Létourneau endorses the less restrictive view of the invulnerability of the corporate veil and approves of Lord Denning's view that the courts can and often do look behind the corporate veil to see what really lies there.

[29] I have considered the pleadings, the affidavit material filed on behalf of the Plaintiff and the affidavit material of Mr. Cheung. I accept that there is at least some appearance of a deliberate attempt to avoid the determination of the levies payable to the Collective and indeed, even in the last half of the year 2003, the Collective alleges in the proposed amended statement of claim that it has identified approximately 5 million compact discs that have been brought in by or to First Choice, M3 and AM/FM. We then have First Choice purporting to close its doors, in favour of M3, but still apparently buying compact discs from AM/FM, a number of months it had ceased operation in 2003 and into 2004. It is clearly alleged that the sales operations of First Choice and even some of the purchasing operations of First Choice, were transferred to M3, a corporate entity controlled by Mr. Cheung. This transfer, the Collective points out in its proposed amended Statement of claim, occurred following its attempt to audit First Choice. These allegations have the earmarks of an attempt to avoid payment of levies owed to the Collective.

[30] As to the connection of AM/FM in all of this, it would appear from the proposed amended Statement of claim, as corroborated in the affidavit material that while, according to Mr. Cheung, compact discs are available from importers at a good price, so that M3 may resell them at a profit, AM/FM is, on the face of the documents provided by First Choice in its affidavit of documents, a principal importer from whom First Choice purchases compact discs. While it is not conclusive, the documents produced point to a relationship between Mr. Cheung and AM/FM, for Mr. Cheung has produced internal AM/FM documents.

[31] The Collective alleges in the proposed amended Statement of claim and as corroborated by affidavit material that Mr. Cheung has deliberately certified reports of the activity of First Choice which are inaccurate and that he failed to disclose documents for audit as required pursuant to the tariff under which the Collective operates.

[32] The Collective alleges that Mr. Cheung, by wilful and deliberate conduct in the operation of First Choice and M3, together with AM/FM, has contrived a scheme for the express purpose not only of avoiding levy payments, but also has contrived a transfer of the operations of First Choice to M3 in order to frustrate the ability of the Collective to collect the import levies.

[33] All of these actions which are alleged in the material, including in the proposed amended Statement of claim, by Mr. Cheung, First Choice and M3 and the similarly alleged involvement of AM/FM smack of reasonably arguable flagrant improper acts: in the circumstances the separate entities principle ought not to be enforced at this interlocutory stage when it could result in a flagrant injustice being perpetrated by what has all appearances, on the allegations of the Plaintiff, of being a common unit of companies and an individual that are being used as a cloak for improper conduct. This is not to say that the trial judge will come to the this conclusion, for I am merely looking at the pleadings as corroborated by affidavit evidence produced on this interlocutory motion and having assessed it as a whole have determined that the amendment sought, the adding of Mr. Harry Cheung, M3 Technology Inc. and AM/FM Marketing Ltd. as parties, is not completely spurious, is completely arguable and is not doomed to failure. Those parties are now added, with the style of cause appearing as first set out above.

(Sgd.) "John A. Hargrave"

Prothonotary

FEDERAL COURT

NAMES OF COUNSEL AND SOLICITORS OF RECORD

DOCKET: T-2407-03

STYLE OF CAUSE: Canadian Private Copying Collective v. First Choice Recording Media Inc.

PLACE OF HEARING: Vancouver, B.C.

DATE OF HEARING: January 28, 2005

REASONS FOR ORDER: Mr. John A. Hargrave, Esq. Prothonotary

DATED: February 7, 2005

APPEARANCES:

Randy C. Sutton	FOR PLAINTIFF
Thomas G. Lewis	FOR DEFENDANT

SOLICITORS OF RECORD:

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Vancouver, B.C.	
Thomas G. Lewis	FOR DEFENDANT
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Modified: 2006-11-01

Important Notices

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