

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001253-232

(Class Action)
SUPERIOR COURT

ELIAS [REDACTED]

Applicant

v.

MAPLE LEAF FOODS INC., legal person having its principal establishment at 2525 Francis-Hughes Avenue, city and district of Laval, Province of Québec, H7S 2H7

and

METRO INC., legal person having its head office at 11011 Maurice Duplessis boulevard, district of Montreal, Province of Quebec, H1C 1V6

and

WAL-MART CANADA CORP., legal person having a principal establishment at 17000 Route Transcanada, Kirkland, district of Montreal, Province of Quebec, H9J 2M5

and

LOBLAW COMPANIES LIMITED, legal person having its head office at 800-22 St. Clair Avenue East, City of Toronto, Province of Ontario, M4T 2S5

and

LOBLAWS INC., legal person having its principal establishment at 400 Sainte-Croix Avenue, Ville St-Laurent, district of Montreal, Province of Quebec, H4N 3L4

and

GEORGE WESTON LIMITED, legal person having its head office at 800-22 St. Clair Avenue East, City of Toronto, Province of Ontario, M4T 2S5

and

WESTON FOOD DISTRIBUTION INC., legal person having its head office at 800-22 St. Clair Avenue East, City of Toronto, Province of Ontario, M4T 2S5

and

WESTON FOODS (CANADA) INC., legal person having its head office at 800-22 St. Clair Avenue East, City of Toronto, Province of Ontario, M4T 2S5

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:**

I. GENERAL PRESENTATION

1. By judgment rendered on December 19, 2019, as rectified on April 22, 2020, the Superior Court of Quebec authorized a class action against the Defendants (except for Maple Leaf Foods Inc. who were not named) based on allegations that they participated in a bread price-fixing conspiracy (the "*bread cartel*") for almost two decades, as it appears from a copy of said judgment communicated as **Exhibit P-1**;
2. On that date, only the Loblaw and Weston entities admitted their guilt and participation in the bread cartel and all of the other Defendants denied participating in the bread cartel;
3. However, on June 21, 2023, Canada Bread pled guilty and admitted its participation in the bread cartel, and was fine a record-setting \$50 million, as it appears from **Exhibit P-2**;

4. According to the Information to obtain search warrants (“ITO”) sworn on May 13, 2019: “Canada Bread is currently owned by Grupo Bimbo SAB de CV (“Bimbo”), a Mexico based supplier of baked goods with operations across the Americas and parts of Europe and Asia. Prior to its acquisition by Bimbo in 2014, Canada Bread was a division of Maple Leaf Foods Incorporated (“Maple Leaf”), one of Canada's largest distributors of packaged meat products, Applicant communicating the ITO as **Exhibit P-3** (see para. 1.13 at page 8-PDF);
5. Multiple Canadian media outlets reported on Canada Bread’s guilty plea with respect to its participation in the bread cartel. Of particular public interest is the article published in The Globe and Mail on June 26, 2023, titled “*Former Maple Leaf Foods CEO knew about alleged bread price-fixing, says Competition Bureau document*”, communicated as **Exhibit P-4**;
6. This Globe and Mail article (Exhibit P-4) provides evidence that the Defendants’ price-fixing agreements were not just limited to bread, but to other products as well, such as in their “meat categories”, as it appears from an email originating from a representative of one of the Defendants (Michael McCain, CEO of Maple Leaf Foods Inc.) sent to representatives of the other Defendants, as reproduced in the article (P-4) and in the ITO (P-3, at page 31-PDF), a portion of which is also reproduced below (the name “Michael” i.e. McCain appears at the bottom):

De : Perkins, Sue J.

Envoyé : 22 mars 2007 14:12

À : Ménard, Réal; Gingrich, Doug; Hardinge, Michele S; McLean, C. Barry; Young, Rick ; Lan, Richard A

Objet : Paul del Duca

I met with Paul this week. We had a wide ranging conversation. One of the topics that we discussed vigorously was the strategy of managing category profit up in the retail environment. Consistent with the position that he took on the last bread price increase, his point of view (and it is a very vigorous point of view) is that this is an acceptable strategy and they are aligned with it even in our meat categories, but it has to mould in elements that take into account the unique discount banner strategies that exist in Ontario.

7. The email above was written and sent by Michael McCain, CEO of Defendant Maple Leaf Foods Inc. at the time (it was sent using his assistant’s email address). The email’s subject line reads “Paul del Duca” (who was the Senior Vice President, Merchandising and Store Services at Metro at the time, as it appears from **Exhibit P-5**). The recipients are/were representatives of Maple Leaf Foods Inc., Wal-Mart, Metro and Canada Bread, as it appears from the table below and the LinkedIn profiles and webpages communicated *en liasse* as **Exhibit P-6**:

Name	Company (2007)	Position
Perkins, Sue J. (i.e. Michael McCain)	Maple Leaf Foods Inc.	Executive Assistant to President & CEO (Michael McCain)
Ménard, Réal	Canada Bread	President

Gingrich, Doug	Maple Leaf Foods Inc.	Senior Vice President, Customer Business Development
Hardinge, Michele S.	Walmart Canada	Senior Vice-President of Fresh Foods Ontario
McLean, C. Barry	Canada Bread	President
Young, Rick	Maple Leaf Foods Inc.	Senior Vice President of Operations, Chain and Purchasing
Lan, Richard A.	Canada Bread Inc. and Maple Leaf Foods Inc.	CEO of both, exact dates unclear (see Exhibit P-4)
Paul del Duca	Metro	Senior Vice President, Merchandising and Store Services

8. Mr. McCain expressly refers to the bread price-fixing agreement and declares “*that this is an acceptable strategy and they are aligned with it even in our **meat categories***”;
9. According to Exhibit P-5, Mr. Del Duca held senior executive positions at Metro, Sobeys and Wal-Mart (during the class period as authorized in the bread cartel class action, Exhibit P-1);
10. On July 22, 2023, an article published in the Journal de Montréal titled “*Metro et Loblaw se remplissent les coffres avec l’inflation alimentaire*” confirmed – based on Consumer Price Index (CPI) data – that the rise in prices of certain grocery products (meat in particular) are inconsistent with the Canadian CPI, as it appears from the article communicated as **Exhibit P-7**:

Quels sont les aliments dont les prix ont le plus augmenté au cours des deux dernières années inflationnistes?

- Le bœuf: 24,7%

...

Entre les deux « extrêmes », on retrouve une panoplie d’aliments dont les prix ont augmenté passablement plus que la hausse des salaires. Les voici:

- Le porc frais ou surgelé: 17,6%
- Le poulet frais ou surgelé: 16,0%

11. Indeed, the meat cartel affects virtually all natural and legal persons in Canada who have purchased meat in Canada since 2001 or even before as the “meat categories” is a multibillion-dollar industry;
12. The Defendants and others colluded to fix the prices and supply for not only bread products, but also the “*meat categories*” products they sell in Quebec and throughout Canada, as reported in the press on June 14, 2021, Applicant communicating the news article titled “*Grocery Giants Discussed Fixing More Than Bread Prices, Court Files Suggest*” as **Exhibit P-8**:

The Canadian bread price-fixing scandal first made headlines in 2017 when the Competition Bureau launched an investigation targeting retailers alleged to have conspired with Loblaw — including Walmart Canada, Sobeys, Metro and Giant Tiger stores — to raise bread prices across Canada in a co-ordinated manner and block sales that offered consumers lower prices. The practice, according to some sources, cost a typical family about \$400 over 14 years.

Loblaw, parent of Weston Bakeries, secured immunity from prosecution in the investigation by naming its alleged conspirators and co-operating with the Competition Bureau's investigation.

...

But court documents obtained by The Tyee reveal new details, including a court-authorized raid of meat supply giant Maple Leaf Foods and emails between top-level industry executives that indicate a desire to co-ordinate meat prices much in the same way they had allegedly co-ordinated bread prices.

...

The truth about price-fixing often remains hidden in the shadows," said Pecman. "Cartels typically involve secret deals between schemers who are careful to cover their tracks.

Neatly written agreements between competitors rarely exist. Emails get deleted, and meetings to collude on price happen in obscure places."

In 2019, **Pecman told The Tyee that it was a "a matter of public record" that the bureau was already investigating Loblaw on the broader issue of abusing its market power** when the company admitted the bread price-fixing conspiracy.

...

In the meantime, Canadians are left to wonder how many more such agreements yet remain in the shadows — and how many of those brought to light will bear consequences.

[our emphasis in bold]

13. The Defendants had and continue to have a significant impact on competition by artificially increasing the price of "*meat categories*" products across Quebec and Canada;
14. It appears that the Defendants engaged in activities prohibited under the general rules of Quebec civil law, as well as under sections 45 and 46 of the *Competition Act*, which prohibits agreements between two or more persons to prevent or unduly lessen competition or to unreasonably enhance the price of a product;
15. Consequently, Applicant wishes to institute a class action on behalf of the following class of which she is a member, namely:

Class:

All persons, entities, partnerships or organizations resident in Quebec who purchased at least one product included in the “meat categories” referred to in the email sent my Michael McCain on March 22, 2007 at 14h12 (including beef, chicken and pork), produced, supplied or sold by one of the Defendants;

(hereinafter referred to as the “**Class**”)

II. THE DEFENDANTS

16. Defendant Loblaw Companies Limited (hereinafter “**Loblaw Ltd.**”) is a publicly traded company (TSE:L) and is a supermarket chain with over 2000 stores in Canada, including *Loblaws*, *Provigo*, *Maxi*, *Zehrs* and others;
17. Loblaw Ltd. is Canada’s largest food distributor and has its head office in Toronto, Ontario, as it appears from a copy of an extract from the *Registraire des entreprises* communicated as **Exhibit P-9**;
18. Defendant Loblaws Inc. (hereinafter “**Loblaws Inc.**”) is a division of Loblaw Ltd. with an elected domicile and principal establishments in the province of Quebec, as it appears from a copy of an extract from the *Registraire des entreprises* communicated as **Exhibit P-10**;
19. Defendant George Weston Limited (hereinafter “**George Weston**”) is a publicly traded company (TSE:WN) and is in the business of processing and distributing food (often under different brand names), as it appears from a copy of an extract from the *Registraire des entreprises* communicated as **Exhibit P-11**. George Weston is the parent company of Defendants Loblaw Ltd. and Weston Foods (Canada) Inc.;
20. Defendant Weston Foods (Canada) Inc. is an Ontario corporation with its head office in Toronto, Ontario, as it appears from a copy of the extract from the *Registraire des entreprises* communicated as **Exhibit P-12**. It is a subsidiary of George Weston. Weston Foods (Canada) Inc.;
21. During the Class Period, George Weston owned Defendant Weston Food Distribution Inc. (hereinafter “**Weston Food**”), as it appears from copies of the extract from the *Registraire des entreprises* and of the Federal Corporation Information sheet communicated *en liasse* as **Exhibit P-13**;
22. Weston Food appears to be a majority shareholder of Loblaw Ltd., Exhibit P-9;
23. Given the close ties between the Defendants Loblaws Ltd., Loblaws Inc., George Weston and Weston Foods, and considering the preceding, they are all solidarily liable for the acts and omissions of the other;

24. Defendant Maple Leaf Foods Inc. (hereinafter “**Maple Leaf**”) is a publicly traded company (TSE:MFI). A copy of the extract from the *Registraire des entreprises* for Maple Leaf Foods Inc. is communicated as **Exhibit P-14**;
25. On its Yahoo! finance securities webpage, Maple Leaf describes itself as follows:

Maple Leaf Foods Inc. produces food products in the United States, Canada, Japan, China, and internationally. The company produces various food products, including prepared meats, ready-to-cook and ready-to-serve meals, fresh pork and poultry, and plant protein products; bacon, hams, wieners, and meat snacks; a variety of delicatessen products; and processed chicken products, such as fully cooked chicken breasts and wings, processed turkey products, specialty sausages, cooked meats, sliced meats, cooked sausage products, lunch kits, and canned meats. It offers its products under various brands, including Maple Leaf, Maple Leaf Natural, Maple Leaf Natural Top, Maple Leaf Prime, Ready Crisp, Schneiders, Schneiders Blue Ribbon, Schneiders Country, Schneiders Deli Best, Big Stick!, Bittner's, Burns, Cappola, Chao Creamery, Deli Express, Fantino & Mondello, Field Roast, Grab N Snack, Greenfield Natural Meat Co, Holiday, Hot Rod, Hygrade, Cappola, Chao Creamery, Juicy Jumbos, Kam, Klik, Larsen, Lightlife, Lunch Mate, Main Street Deli, Mère Michel, Mina, Mitchell's, Oh Nature!, Oktoberfest, Olympic, Olympic Craft Meats, Parma, Pepperettes, Red Hots, Shopsy's, Sila, Sunrise, Swift Premium, and Viau. The company is headquartered in Mississauga, Canada.
26. Maple Leaf's “*meat categories*” products are sold in grocery stores throughout Quebec and Canada, including Loblaws, Metro, IGA and Wal-Mart to name a few. During the class period these products were/are sold at an artificially inflated price as a result of the Defendants' price-fixing agreement;
27. Defendant Metro Inc. (hereinafter “**Metro**”), based out of Montreal, is a publicly traded company (TSE:MRU) and the third largest grocer in Canada, operating over 700 grocery stores across its banners including *Metro*, *Metro Plus*, *Super C*, *Food Basics*, *Adonis* and *Première Moisson*, as it appears from a copy of an extract from the *Registraire des entreprises* communicated as **Exhibit P-15**;
28. Defendant Wal-Mart Canada Corp. (hereinafter “**Wal-Mart**”) owns and operates a chain of discount stores and supercenters in Quebec and across Canada, as it appears from a copy of the extract from the *Registraire des entreprises* communicated as **Exhibit P-16**;
29. During the Class Period, all of the Defendants, either directly or through a wholly-owned subsidiary, agent or affiliate, engaged or participated in the manufacture or sale of substantial quantities of “*meat categories*” products throughout Canada, including within the province of Quebec;

III. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 CCP):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

30. Applicant is member of the Class on behalf of which he wishes to exercise a class action in light of the fact that during the Class Period he has purchased multiple “meat categories” items produced or supplied by the Defendants (including beef, chicken, pork, etc.) in the Montreal region and has suffered damages as a result of the Defendants’ anti-competitive and unlawful activities;
31. Over the past two decades, Applicant has purchased these meat categories products for his family and himself at Loblaws, Provigo and Metro locations in Montreal;
32. The Defendants’ cartel was kept a secret and their price-fixing was not known to Applicant at the time of his purchases, nor could it have been known, even through the exercise of reasonable diligence;
33. Due to the Defendants’ anti-competitive and illegal price-fixing activities, the Applicant was deprived of the benefit of a competitive market and therefore paid a higher price for the “meat categories” products he purchased over the years;
34. Consequently, the Applicant suffered damages caused directly by the intentional fault of Defendants;
35. The damages suffered by Applicant are equal to the difference between the artificially inflated price that he paid for the “meat categories” products referred to by Mr. McCain in Exhibits P-3 and P-4 (including some of those listed at para. 25 above) and the price that he should have paid in a competitive market system;
36. The Defendants’ violations were intentional, calculated, malicious and vexatious;
37. In these circumstances, the Applicant’s claim for damages and punitive damages are justified;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE COMMON ISSUES:

38. All Class members, regardless of the “meat categories” products they purchased or which of the Defendants they contracted with (either directly or indirectly through retailers), have a common interest both in proving the commission of unlawful activities (the price fixing of meat categories products in the present case) by all of the Defendants and in maximizing the aggregate of the amounts unlawfully charged to them by Defendants (or the increase which the Defendants caused);
39. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether the Defendants unlawfully engaged in price fixing and whether the Defendants created or participated in a cartel in their

“meat categories” products that affected Canadians;

40. The claims of every member of the Class are founded on very similar facts to the Applicant’s claims;
41. Every Class member purchased a meat category product supplied or sold by one of the Defendants during the Class period;
42. By reason of Defendants’ unlawful conduct, Applicant and members of the Class have suffered damages, which they may collectively and solidarily claim against the Defendants;
43. Each Class member has paid an artificially inflated price for meat category products (including chicken, pork and beef) as a result of the anti-competitive and collusive activities engaged in by the Defendants;
44. Each Class member has suffered damages equivalent to the difference between the artificially inflated price paid for the meat products and the price that should have been paid in a competitive market system;
45. The damages suffered by the Class members are directly attributable to the Defendants’ anti-competitive and illegal price-fixing activities (such as the email sent by Mr. McCain to the other Defendants, Exhibits P-3 and P-4) and with respect to which each Class member is justified in claiming damages;
46. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the present Application;
47. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Did the Defendants conspire, coalesce, or enter into any agreement or arrangement that unduly restricts competition in the sale of “meat categories” products and, if so, during what period did this cartel have its effects on Class members?
 - b) Does the participation of the Defendants in the cartel constitute a fault triggering their solidary liability to Class members?
 - c) Has the effect of the cartel been an increase in the price paid in Canada for the purchase of meat products sold or distributed by the Defendants and, if so, does the increase constitute a damage for each Class member?
 - d) Did the Defendants act in bad faith?
 - e) What is the total amount of damages suffered by all Class members?
 - f) Are Class members entitled to punitive damages?

- g) Is the Defendants' solidary liability triggered with respect to the following costs incurred or to be incurred on behalf of Class members in present matter:
- the costs of investigation;
 - the extrajudicial fees of counsel for the Applicant and Class members; and
 - the extrajudicial disbursements by counsel for the Applicant and Class members?

C) THE COMPOSITION OF THE CLASS

48. 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;
49. Combined, during the class period the Defendants have sold tens of billions of dollars' worth of "meat categories" products to Class members across Canada while the cartel existed;
50. The number of persons included in the Class is likely in the tens of millions (many Class members will likely have claims against multiple Defendants for multiple products);
51. The names and addresses of all persons included in the Class are not known to the Applicant, however, some may be in the possession of the Defendants;
52. Class members are very numerous and are dispersed across Canada and elsewhere;
53. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
54. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE REPRESENTATIVE PLAINTIFF

55. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
- a) he is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;

- b) he is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) his interests are not antagonistic to those of other Class members;
56. Additionally, the Applicant respectfully adds that:
- a) he has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
 - b) he mandated his attorneys to file the present application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they can be compensated;
 - c) he cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;
 - d) he understands the nature of the action;
57. As for identifying other Class members, the Applicant draws certain inferences from the situation and realizes that by all accounts, there is a very significant number of Class members that find themselves in an identical situation, and that it would not be useful to attempt to identify each of them given their sheer numbers;
58. For the above reasons, the Applicant respectfully submits that his interest and competence are such that the present class action could proceed fairly and in the best interest of Class members;

IV. DAMAGES

59. During the Class Period, it is safe to assume that the Defendants have generated aggregate amounts in the billions of dollars (at least), while intentionally violating price-fixing laws;
60. Of course, the Defendants failed to inform consumers about this important fact (i.e. that they organized a secret cartel for “meat categories”) in violation of s. 228 of the *Quebec Consumer Protection Act* (“**CPA**”);
61. All of the Defendants’ misconduct is reprehensible and to the detriment of unsuspecting Class members;
62. All of the Defendants must be held accountable for the breach of obligations imposed on them by legislation in Canada and Quebec, including:
- a) The *Competition Act*, notably sections 45 and 46;

- b) The *Civil Code of Quebec*, notably articles 6, 7, and 1457; and
- c) The *Consumer Protection Act*, notably articles 215, 219, 228 and 272.

63. In light of the foregoing, the following damages may be claimed against the Defendants:
- a) compensatory damages, in an amount to be determined, on account of the aggregate of the damages suffered; and
 - b) punitive damages in an amount to be determined on the merits.

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

64. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and for a declaratory judgment of extracontractual civil liability;
65. The conclusions that the Applicant wishes to introduce by way of an originating application are:

GRANT the Representative Plaintiff's action against Defendants on behalf of all the Class members;

DECLARE the Defendants solidarily liable for the damages suffered by the Representative Plaintiff and each of the Class members;

CONDEMN the Defendants, solidarily, to pay the Representative Plaintiff and the Class members an amount equal to the sum of the Defendants' revenues generated by the artificially inflated portion of the sale price of the meat products they sell in Canada, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants, solidarily, to pay the Representative Plaintiff and the Class members an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants, solidarily, to pay the costs incurred for any investigation necessary to establish their liability in the present proceeding, including the extrajudicial class counsel fees and extrajudicial disbursements, including expert fees, and **ORDER** collective recovery of these sums;

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

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

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

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

RENDER any other order that this Honourable Court shall determine;

66. The interests of justice favour that this Application be granted in accordance with its conclusions;

VI. JURISDICTION

67. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, for the following reasons:
- a) A great number of the Class members, including the Applicant, reside in the district of Montreal, where the damages were suffered;
 - b) There exists a real and substantial connection between the province of Quebec and the damages suffered by Applicant and Class members;
 - c) Defendant Metro, who participated in the cartel, has its head office in the province of Quebec.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages and declaratory judgment;
3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class:

All persons, entities, partnerships or organizations resident in Quebec who purchased at least one product included in the "meat categories" referred to in the email sent by Michael McCain on March 22, 2007 at 14h12 (including beef, chicken and pork), produced, supplied or sold by one of the Defendants;

(hereinafter referred to as the "**Class**")

4. **DECLARE** the nature of the action to be one of extracontractual civil liability;

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

- a) Did the Defendants conspire, coalesce, or enter into any agreement or arrangement that unduly restricts competition in the sale of “meat categories” products and, if so, during what period did this cartel have its effects on Class members?
- b) Does the participation of the Defendants in the cartel constitute a fault triggering their solidary liability to Class members?
- c) Has the effect of the cartel been an increase in the price paid in Canada for the purchase of meat products sold or distributed by the Defendants and, if so, does the increase constitute a damage for each Class member?
- d) Did the Defendants act in bad faith?
- e) What is the total amount of damages suffered by all Class members?
- f) Are Class members entitled to punitive damages?
- g) Is the Defendants’ solidary liability triggered with respect to the following costs incurred or to be incurred on behalf of Class members in present matter:
 - the costs of investigation;
 - the extrajudicial fees of counsel for the Applicant and Class members; and
 - the extrajudicial disbursements by counsel for the Applicant and Class members?

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

GRANT the Representative Plaintiff’s action against Defendants on behalf of all the Class members;

DECLARE the Defendants solidarily liable for the damages suffered by the Representative Plaintiff and each of the Class members;

CONDEMN the Defendants, solidarily, to pay the Representative Plaintiff and the Class members an amount equal to the sum of the Defendants’

revenues generated by the artificially inflated portion of the sale price of the meat products they sell in Canada, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants, solidarily, to pay the Representative Plaintiff and the Class members an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants, solidarily, to pay the costs incurred for any investigation necessary to establish their liability in the present proceeding, including the extrajudicial class counsel fees and extrajudicial disbursements, including expert fees, and **ORDER** collective recovery of these sums;

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

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

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

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

RENDER any other order that this Honourable Court shall determine;

7. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P. pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
8. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
9. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
10. **RENDER** any other order that this Honourable Court shall determine;

11. THE WHOLE with costs including publication fees.

Montreal, July 26, 2023

Montreal, July 26, 2023

(s) Renno Vathilakis Inc.

RENNO VATHILAKIS INC.

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

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, cooperate with the Applicant 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 the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- 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.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance

contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also 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.

Calling to 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 this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Copy of authorization judgment rendered on December 19, 2019, as rectified on April 22, 2020, in SCM file no. 500-06-000888-178;
- Exhibit P-2:** Statement of Agreed Facts signed on June 20, 2023;
- Exhibit P-3:** Copy of ITO sworn on May 26, 2019;
- Exhibit P-4:** Copy of June 26, 2023, article published in The Globe and Mail titled "*Former Maple Leaf Foods CEO knew about alleged bread price-fixing, says Competition Bureau document*";
- Exhibit P-5:** Copy of Grocery Business article (July, August 2019) showing Mr. Paul De Duca's career path;
- Exhibit P-6:** *En liasse*, web pages confirming the job titles of the 9 individuals named in the email that is reproduced in Exhibits P-3 and P-4;
- Exhibit P-7:** Copy of July 22, 2023, Journal de Montréal article titled "*Metro et Loblaw se remplissent les coffres avec l'inflation alimentaire*";

- Exhibit P-8:** Copy of June 14, 2021 article titled “*Grocery Giants Discussed Fixing More Than Bread Prices, Court Files Suggest*”;
- Exhibit P-9:** Copy of an extract from the *Registraire des entreprises* for Loblaw Companies Ltd.;
- Exhibit P-10:** Copy of an extract from the *Registraire des entreprises* for Loblaws Inc.;
- Exhibit P-11:** Copy of an extract from the *Registraire des entreprises* for George Weston;
- Exhibit P-12:** Copy of the extract from the *Registraire des entreprises* for Weston Foods (Canada) Inc.;
- Exhibit P-13:** *En liasse* copies of the extract from the *Registraire des entreprises* and of the Federal Corporation Information sheet for Weston Food Distribution Inc.;
- Exhibit P-14:** Copy of the extract from the *Registraire des entreprises* for Maple Leaf Foods Inc.;
- Exhibit P-15:** Copy of an extract from the *Registraire des entreprises* for Metro Inc.;
- Exhibit P-16:** Copy of the extract from the *Registraire des entreprises* for Wal-Mart Canada Corp.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, July 26, 2023

Montreal, July 26, 2023

(s) Renno Vathilakis Inc.

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NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 CCP)

TO: MAPLE LEAF FOODS INC.

2525 Francis-Hughes Avenue
Laval, Québec, H7S 2H7

WESTON FOOD DISTRIBUTION INC.

800-22 St. Clair Avenue East
Toronto, Ontario, M4T 2S5

LOBLAW COMPANIES LIMITED

800-22 St. Clair Avenue East
Toronto, Ontario, M4T 2S5

WESTON FOODS (CANADA) INC.

800-22 St. Clair Avenue East
Toronto, Ontario, M4T 2S5

LOBLAWS INC.

400 Sainte-Croix Avenue
Ville St-Laurent, Quebec, H4N 3L4

METRO INC.

11011 Maurice Duplessis boulevard
Montreal, Quebec, H1C 1V6

GEORGE WESTON LIMITED

800-22 St. Clair Avenue East
Toronto, Ontario, M4T 2S5

WAL-MART CANADA CORP.

17000 Route Transcanada
Kirkland, Quebec, H9J 2M5

TAKE NOTICE that Applicant's *Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Québec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, July 26, 2023

Montreal, July 26, 2023

(s) Renno Vathilakis Inc.

RENNO VATHILAKIS INC.

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