

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000888-178

(Class Action)
SUPERIOR COURT

JAMES GOVAN, [REDACTED]
[REDACTED]

Representative Plaintiff

v.

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

and

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

and

SOBEYS QUEBEC INC., legal person having its head office at 11281 Albert-Hudon boulevard, district of Montreal, Province of Quebec, H1G3J5

and

SOBEYS CAPITAL INCORPORATED, legal person having its head office at 115 King Street, City of Stellarton, Province of Nova Scotia, B0K 1S0

and

SOBEYS INC., legal person having its head office at 115 King Street, City of Stellarton, Province of Nova Scotia, B0K 1S0

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

CANADA BREAD COMPANY, LIMITED, legal person having a principal establishment at 3455 Francis-Hughes avenue, district of Laval, Province of Quebec, H7L 5A5

and

GIANT TIGER STORES LIMITED, legal person having a principal establishment at 1001 boulevard Curé-Labelle, Unit 60A, district of Laval, Province of Quebec, H7V 2V6

Defendants

ORIGINATING APPLICATION
(Articles 141 and 583 C.C.P.)

THE REPRESENTATIVE PLAINTIFF RESPECTFULLY STATES THE FOLLOWING:

I. INTRODUCTION

1. The purpose of the present class action is to obtain financial compensation for the damages suffered as a result of the Defendants' anti-competitive and unlawful behaviour, which include, but are not limited to, the damages caused as a result of their formation of a cartel;
2. On December 19th, 2019, the Honourable Justice Pierre-C. Gagnon, J.S.C., authorized the Representative Plaintiff to bring a class action for the benefit of the persons forming part of the group hereinafter described, namely:

All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1, 2001 and December 19, 2019; The word "bread" in the class description means bread products and bread alternatives, produced or retailed by any of the Defendants, excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed;	Toutes les personnes, sociétés et associations, résidant au Québec, qui ont acheté au moins un emballage de pain à partir du 1er janvier 2001 et jusqu'au 19 décembre 2019; Le mot « pain » dans la description du groupe signifie les produits de pain et les produits alternatifs, produits ou vendus au détail par l'une ou l'autre des défenderesses, à l'exclusion du pain vendu surgelé et du pain cuit sur place dans l'établissement où il est vendu au détail;
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3. The Honourable Justice Gagnon granted the status of Representative Plaintiff to Mr. James Govan and identified the principal questions of law or fact to be dealt with collectively in the class action as follows:

a) Did the Defendants conspire, coalesce, or enter into any agreement or arrangement that unduly restricts competition in	a) est-ce que les défenderesses ont conspiré, comploté ou conclu une entente ou un arrangement restreignant indûment
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<p>the sale of packaged bread and, if so, during what period did this cartel have its effects on Class members?</p> <p>b) Does the participation of the Defendants in the cartel constitute a fault triggering their solidary liability to Class members?</p> <p>c) Has the effect of the cartel been an increase in the price paid in Québec for the purchase of the packaged bread sold by Defendants and, if so, does the increase constitute a damage for each Class member?</p> <p>d) What is the total amount of damages suffered by all Class members?</p> <p>e) Is the Defendants' solidary liability triggered with respect to the following costs incurred or to be incurred on behalf of class members:</p> <ul style="list-style-type: none">- The costs of investigation;- The extrajudicial fees of counsel for the Applicant, Plaintiff and Class members; and- The extrajudicial disbursements by counsel for the Applicant, Plaintiff and Class members?	<p>la concurrence quant à la vente du pain pré-emballé et, si oui, durant quelle période ce cartel a-t-il affecté les membres du groupe ?</p> <p>b) est-ce que la participation des défendresses au cartel constitue une faute engageant leur responsabilité solidaire envers les membres du groupe ?</p> <p>c) le cartel a-t-il eu pour effet de hausser le prix payé au Québec pour l'achat de pain pré-emballé vendu par les défendresses et, si oui, telle hausse a-t-elle causé préjudice à chaque membre du groupe ?</p> <p>d) quel est le montant total des dommages-intérêts subis par tous les membres du groupe?</p> <p>e) la responsabilité solidaire des défendresses est-elle engagée quant aux coûts suivants encourus ou à être encourus pour les membres du groupe :</p> <ul style="list-style-type: none">- coûts d'enquête;- honoraires extrajudiciaires de l'avocat du demandeur et des membres du groupe; et- débours extrajudiciaires de l'avocat du demandeur et des membres du groupe;
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II. THE PARTIES

4. The Representative Plaintiff, James Govan, is a consumer;
5. 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;
6. 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-1**;

7. 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-2**;
8. Defendant George Weston Limited (hereinafter “**George Weston**”) is a publicly traded company (TSE:WN) and is in the business of processing and distributing food (included packaged bread under different brand names), as it appears from a copy of an extract from the *Registraire des entreprises* communicated as **Exhibit P-3**;
9. George Weston is the parent company of Defendants Loblaw Ltd. and Weston Foods (Canada) Inc.;
10. 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-4**. It is a subsidiary of George Weston. Weston Foods (Canada) Inc. is a producer of fresh and frozen baked products sold under the brands *Ben's Bread*, *Bon Matin Bread*, *Country Harvest Bread*, *Dempster's Bread*, *D'Italiano Bread*, *Gadoua Bread*, *McGavin's Bread*, *No Name Bread*, *Old Mill Bread*, *POM Bread*, *Weston Bread*, *Wonder Bread* and others;
11. 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-5**;
12. Weston Food appears to be a majority shareholder of Loblaw Ltd., Exhibit P-1;
13. George Weston and Weston Food own, distribute and/or sell several brands of packaged bread including *Weston*, *Ready Bake*, *D'Italiano*, *Gadou*, *Gadoua MultiGo*, *Country Harvest*, *All But Gluten* and *Ace*. These brands are sold at Loblaws (in which the Weston Defendants have an interest), but were also sold during the class period at the grocery stores owned and/or operated by their competitors (Defendants Metro, Sobeys, Giant Tiger and Wal-Mart);
14. 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;
15. Defendant Metro Inc. (hereinafter “**Metro**”), based out of Montreal, is a publicly traded company (TSE:MRU) and is the third largest grocer in Canada, operating over 700 grocery stores in Canada 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-6**;

16. Defendants Sobeys Quebec Inc., Sobeys Inc. and Sobeys Capital Incorporated (hereinafter collectively referred to as “**Sobeys**”) is Canada’s second largest food retailer, operating over 1,500 grocery stores in Canada across several banners, including *IGA*, *IGA Extra*, *Sobeys*, *Marché Bonichoix*, *Les Marchés Tradition*, *Foodland*, *Safeway*, *Thrifty Food*, *Price Chopper* and others, as it appears from copies of the extract from the *Registraire des entreprises* for Sobeys communicated *en liasse* as **Exhibit P-7**. Sobeys’ parent company is Empire Company Limited;
17. 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-8**. In the course of its business, Wal-Mart sells grocery items, including packaged bread;
18. Defendant Canada Bread Company, Limited (hereinafter “**Canada Bread**”), a subsidiary of Grupo Bimbo, S.A.B. de C.V., has been in business for more than 100 years and is a leading manufacturer and marketer of fresh and frozen bakery products across Quebec and Canada under different brands and trademarks, including *POM*, *Sun-Maid Raisin*, *Bon Matin* and *Villagio*, as it appears from a copy of the extract from the *Registraire des entreprises* communicated as **Exhibit P-9**;
19. Defendant Giant Tiger Stores Limited (hereinafter “**Giant Tiger**”) is an Ontario corporation with its head office in Ottawa, Ontario. Giant Tiger is a discount retailer with over 200 stores in Canada. It has a principal establishment at 1001 boulevard Curé-Labelle, Unit 60A, in Laval, province of Québec, and also operates under the name “**Les Magasins Tigre Géant**”, as it appears from a copy of the extract from the *Registraire des entreprises* communicated as **Exhibit P-10**;
20. 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 packaged bread throughout Canada, including within the province of Quebec;

III. BACKGROUND

21. On October 31, 2017, the Competition Bureau launched an industry-wide criminal investigation concerning a price-fixing scheme involving certain packaged bread products sold by Defendants, as it appears from the National Post article titled “*Watchdog raids offices of grocery retailers in price-fixing probe*” communicated as **Exhibit P-11** and as were found in publications and news releases which were made, from time to time, by the Competition Bureau;
22. That same day, the Competition Bureau investigators, accompanied by RCMP and local police forces, raided the Defendants’ offices, including those in Toronto, Montreal, and Stellarton, Nova Scotia, as part of its criminal investigation into a cartel composed of the largest grocery chains in Canada, as it appears from the Financial

Post article titled "*Competition Bureau investigates allegations of bread price fixing*" communicated as **Exhibit P-12**;

23. The raids were conducted after the Ontario Superior Court in Ottawa granted search warrants based on reasonable grounds to believe that certain individuals and companies, including the Defendants, had taken part in activities that contravene the *Competition Act*, R.S.C., 1985, c. C-34, as it appears from the Competition Bureau Court Records Brief communicated as **Exhibit P-13**;
24. The Defendants and others colluded to fix the prices for the packaged bread that they sell in grocery stores in Quebec and throughout Canada, dating back to 2001;
25. On January 31, 2018, it was widely reported that the Defendants artificially increased the price of a loaf of bread by \$1.50 during their 16-year conspiracy, and artificially raised the price at least 15 times by – on average – 10 cents per loaf, passed on to consumers between about 2001 and 2016 and perhaps into 2017, as it appears from the Canadian Press article titled "*Bakers, grocers involved in 16-year price fixing conspiracy: Competition Bureau*" communicated herewith as **Exhibit P-14**;
26. According to the Affidavit sworn by Simon Bessette, Senior Competition Law Officer with the Cartels and Deceptive Marketing Practices Branch of the Competition Bureau, on October 26, 2017 – made available to the public on January 31, 2018 "*This pattern became colloquially known as the 7/10 convention*" due the fact that "7 cents at wholesale was passed on to the end consumer with a corresponding 10 cent increase at retail", Applicant disclosing additional Competition Bureau Court records as **Exhibit P-15** (see, in particular, paragraphs 4.31 and following of the affidavit sign by Simon Bessette, October 26, 2017, titled "Information of Simon Bessette");
27. The Defendants had and continue to have a significant impact on competition by artificially increasing the price of packaged bread in grocery stores across Canada;
28. 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;

IV. THE PERSONAL EXPERIENCE OF THE REPRESENTATIVE PLAINTIFF

29. During the Class period (including prior to 2015), the Representative Plaintiff has purchased packaged bread from Metro, Provigo and Loblaws (including Weston brands) in the Montreal region and has suffered damages as a result of the Defendants' anti-competitive and unlawful activities;
30. On December 19, 2017, Defendants Loblaw Ltd., Loblaws Inc., George Weston

and Weston Food publicly admitted that they – as well as other major grocery retailers and another bread wholesaler – were involved in unlawfully fixing the prices of certain packaged bread products over a period extending from late 2001 to March 2015, as it appears from the Loblaw Companies Limited press release published on its website communicated as **Exhibit P-16**;

31. Galen G. Weston, Chairman and Chief Executive Officer of both George Weston Limited and Loblaw Companies Limited (both cooperating with the Competition Bureau as immunity applicants since March 2015) further admitted that “*This sort of behaviour is wrong and has no place in our business or Canada's grocery industry... This should never have happened*”, Exhibit P-16;
32. On January 31, 2018, Loblaw spokesman Kevin Groh was quoted as admitting: “*We have admitted our role, and you cannot price fix alone*”, Exhibit P-14;
33. The Defendants’ cartel was kept a secret and their price-fixing was not known to the Representative Plaintiff at the time of his purchases, nor could it have been known;
34. Due to the Defendants’ anti-competitive and illegal price-fixing activities, the Representative Plaintiff was deprived of the benefit of a competitive market and therefore paid a higher price for the packages of bread he has purchased over the years;
35. Consequently, the Representative Plaintiff suffered damages caused directly by the intentional fault of Defendants;
36. The damages suffered by the Representative Plaintiff are equal to the difference between the artificially inflated price that he paid for packaged bread and the price that he should have paid in a competitive market system;
37. Additionally, the conduct of the Defendants was intentional, calculated, malicious, oppressive, high-handed and vexatious and such conduct, as aforementioned and as outlined in the claim, offends any sense of decency;
38. In these circumstances, the Representative Plaintiff’s claim for damages – in an amount to be determined – is justified;

V. THE DEFENDANTS’ LIABILITY

39. All of the Defendants unlawfully participated in and profited from the “bread cartel” and the effects of that bread cartel were felt by the class members throughout the entirety of the class period;
40. By participating in the bread cartel, the Defendants conspired, coalesced or entered into agreements or arrangements that unduly restricted competition in the sale of packaged bread in Canada;
41. The participation of the Defendants in the cartel constitutes a fault triggering their

solidarily liability to Class Members (including umbrella purchasers);

42. All of the Defendants must be held accountable, solidarily, for their breach of the legal obligations which were imposed upon them by the operation of common law, civil law, equity, and statutory legislation in Canada and Quebec, such legislation including, but not limited to:
 - a) The *Competition Act*, notably sections 45 and 46; and
 - b) *The Civil Code of Quebec*, notably articles 6, 7, and 1457.
43. The effect of the bread cartel has been an increase in the price paid in Canada for the purchase of the packaged bread sold by Defendants;
44. As a result of the faults committed by the Defendants, the Representative Plaintiff is justified in asking that the Defendants be solidarily condemned to pay the Representative Plaintiff and the Class members an amount equal to all the damages resulting from their wrongful conduct;
45. In light of the foregoing, the following damages may be claimed solidarily against the Defendants:
 - a) compensatory damages, in an amount to be determined, on account of the damages suffered.
46. During the Class period, the Representative Plaintiff estimates that the Defendants have generated aggregate amounts in the hundreds of millions of dollars (and possibly more), while intentionally violating price-fixing laws;

VI. THE PERSONAL CLAIMS OF EACH OF THE CLASS MEMBERS

47. The claims of the Representative Plaintiff and the Members of the Class are founded upon similar facts;
48. Every Class Member purchased packaged bread sold by the Defendants in Quebec (including umbrella purchasers) during the Class period;
49. All Class Members were entitled to expect that they were purchasing bread in a competitive market system and that the Defendants were not colluding to fix prices;
50. However, each Class Member paid an artificially inflated price for a package of bread as a result of the anti-competitive and collusive activities engaged in by the Defendants;
51. The Defendants advantaged themselves upon the vulnerability of Class Members, as predicated upon the staple product of bread, and thus caused financial losses to the Plaintiff and to the Members of the Class, for which the Plaintiff and the

Members of the Class now claim and for which losses the Plaintiff and the Members of the Class now wish to recuperate;

52. By reason of Defendants' unlawful conduct, the Representative Plaintiff and Class Members have suffered damages, which they may collectively claim against the Defendants;
53. Each Class member has suffered damages equivalent to the difference between the artificially inflated price paid for a package of bread and the price that should have been paid in a competitive market system;
54. The damages suffered by the Class members are directly attributable to the Defendants' anti-competitive and illegal price-fixing activities and with respect to which each Class Member is justified in claiming damages;
55. The Representative Plaintiff is accordingly entitled to claim and does hereby claim from Defendants, solidarily, the following as damages on behalf of each Class Member:
 - a) An amount to be determined, equal to the sum of the Defendants' revenues generated by the artificially inflated portion of the sale price of the packaged bread sold in Québec.
56. The Representative Plaintiff also hereby claims from Defendants, solidarily, the following costs incurred and to be incurred on behalf of the Class Members in the present matter:
 - a) the costs of investigation;
 - b) the extrajudicial fees of counsel for the Representative Plaintiff and Class members; and
 - c) the extrajudicial disbursements by counsel for the Representative Plaintiff and Class members.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. ACCUEILLIR l'action du demandeur contre les défenderesses pour le bénéfice des membres du groupe;	1. GRANT the Representative Plaintiff's action against Defendants on behalf of all the Class members;
2. DÉCLARER les défenderesses responsables du préjudice subi par le demandeur et chaque membre du groupe;	2. DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class members;
3. CONDAMNER solidairement les défenderesses à payer au demandeur et aux	3. CONDEMN the Defendants, solidarily, to pay the Representative Plaintiff and the

<p>membres du groupe, un montant égal au total des revenus des défenderesses engendré par la portion artificiellement gonflée du prix de vente du pain pré-emballé vendu au Québec et ORDONNER le recouvrement collectif de ce montant;</p>	<p>Class members an amount equal to the sum of the Defendants' revenues generated by the artificially inflated portion of the sale price of the packaged bread sold in Québec and ORDER collective recovery of these sums;</p>
<p>4. CONDAMNER solidairement les défenderesses à payer le coût de toute enquête requise pour établir leur responsabilité dans la présente affaire, incluant les honoraires et débours extrajudiciaires de l'avocat du groupe et les honoraires d'expert, et ORDONNER le recouvrement collectif de tel coût;</p>	<p>4. 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, and expert fees, and ORDER collective recovery of these sums;</p>
<p>5. CONDAMNER solidairement les défenderesses à payer l'intérêt et l'indemnité additionnelle sur les montants indiqués ci-haut, suivant la loi, à partir de la date de signification de la demande d'autorisation;</p>	<p>5. 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;</p>
<p>6. ORDONNER solidairement aux défenderesses de déposer au greffe du tribunal la totalité des montants inclus dans le recouvrement collectif, incluant intérêt et frais de justice;</p>	<p>6. 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;</p>
<p>7. ORDONNER que les réclamations des membres individuels du groupe soient soumises à recouvrement collectif si la preuve le permet ou autrement, à liquidation individuelle;</p>	<p>7. ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;</p>
<p>8. CONDAMNER les défenderesses aux frais de justice de la présente action, incluant les frais d'avis, les frais d'administration des réclamations et les frais d'experts, le cas échéant, incluant les frais d'expertises requises pour déterminer le montant des ordonnances de recouvrement collectif;</p>	<p>8. 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;</p>
<p>9. LE TOUT, avec frais de justice.</p>	<p>9. THE WHOLE, with costs.</p>

Montreal, March 25th, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

M^e Joey Zukran

Attorney for Representative Plaintiff

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Montreal, March 25th, 2020

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

Filing of a judicial application

Take notice that the Representative Plaintiff has filed this Originating Application 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 Representative Plaintiff's lawyer or, if the Representative Plaintiff is not represented, to the Representative Plaintiff.

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 Representative Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of 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 Representative 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 Originating Application, the Representative Plaintiff intends to use the following exhibits:

- Exhibit P-1:** Copy of an extract from the *Registraire des entreprises* for Loblaw Companies Ltd.;
- Exhibit P-2:** Copy of an extract from the *Registraire des entreprises* for Loblaws Inc.;
- Exhibit P-3:** Copy of an extract from the *Registraire des entreprises* for George Weston;
- Exhibit P-4:** Copy of the extract from the *Registraire des entreprises* for Weston Foods (Canada) Inc.;
- Exhibit P-5:** *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-6:** Copy of an extract from the *Registraire des entreprises* for Metro Inc.;
- Exhibit P-7:** *En liasse*, copies of the extracts from the *Registraire des entreprises* for Sobeys Quebec Inc. and for Sobeys Capital Incorporated;

- Exhibit P-8:** Copy of the extract from the *Registraire des entreprises* for Wal-Mart Canada Corp.;
- Exhibit P-9:** Copy of the extract from the *Registraire des entreprises* for Canada Bread Company, Limited;
- Exhibit P-10:** Copy of the extract from the *Registraire des entreprises* for Giant Tiger Stores Limited;
- Exhibit P-11:** Copy of National Post article titled “*Watchdog raids offices of grocery retailers in price-fixing probe*”;
- Exhibit P-12:** Copy of Financial Post article titled “*Competition Bureau investigates allegations of bread price fixing*”;
- Exhibit P-13:** Copy of the Competition Bureau Court Records Brief;
- Exhibit P-14:** Copy of Canadian Press article dated January 31st, 2018 titled “*Bakers, grocers involved in 16-year price fixing conspiracy: Competition Bureau*”;
- Exhibit P-15:** Copy of additional Competition Bureau Court Records, including the Affidavit of Simon Bessette, sworn October 26th, 2017;
- Exhibit P-16:** Copy of Loblaw Companies Limited press release published on its website (<http://media.loblaw.ca/English/media-centre/press-releases/press-release-details/2017/George-Weston-and-Loblaw-take-action-to-address-industry-wide-anti-competitive-activity/default.aspx>);

The exhibits in support of the application 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, March 25th, 2020

Montreal, March 25th, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

M^e Joey Zukran

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500-06-000888-178

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

JAMES GOVAN, 

Representative Plaintiff

vs.

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

ET ALS.

Defendants

ORIGINATING APPLICATION

(Articles 141 and 583 C.C.P.)

Nature of Suit: Damages

ORIGINAL

M^e Joey Zukran

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BL 6059

N/D: JZ-170
