

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

FEB 19 2018



S 18 28 53

No. _____

Vancouver Registry

In the Supreme Court of British Columbia

Between

STEPHANIE ANN CATHERINE ASQUITH

Plaintiff

and

**GEORGE WESTON LIMITED, LOBLAW COMPANIES
LIMITED, WESTON FOODS (CANADA), INCORPORATED,
WESTON BAKERIES LIMITED, CANADA BREAD
COMPANY, LIMITED, WAL-MART CANADA
CORPORATION, SOBEYS INCORPORATED, METRO
INCORPORATED, GIANT TIGER STORES LIMITED, and
OVERWATEA FOOD GROUP LIMITED**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, RSBC 1996, C 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (c) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (d) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

PART 1: STATEMENT OF FACTS

Nature of the Action

1. This action arises from a conspiracy between the defendants with respect to packaged bread products and bread alternatives, including bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas (the "Fresh Commercial Bread") in Canada, including British Columbia, and elsewhere, since as early as January 1, 2001 until at least December 20, 2017.

2. The conspiracy sought to, and did:
 - (a) fix, maintain, increase or control the price for the supply of Fresh Commercial Bread;
 - (b) allocate sales, territories, customers or markets for the production or supply of Fresh Commercial Bread;
 - (c) fix, maintain, control, prevent, lessen or eliminate the production or supply of Fresh Commercial Bread;
 - (d) prevent, limit or lessen, unduly, the manufacture or production of Fresh Commercial Bread or enhance unreasonably the price thereof;
 - (e) prevent or lessen, unduly, competition in the production, manufacture, purchase, sale, transportation or supply of Fresh Commercial Bread; and
 - (f) otherwise restrain or injure competition unduly.
3. As a result of the defendants' conduct, the plaintiff and the Class Members, as defined in paragraph 5 below, have suffered damages for which the defendants are liable.

The Plaintiff and the Class Members

4. The plaintiff, Stephanie Ann Catherine Asquith, is a resident of Vancouver, British Columbia who purchased Fresh Commercial Bread that was manufactured, marketed and/or sold by the defendants.
5. The plaintiff brings this action on behalf of members of the class (the "Class Members") consisting of the plaintiff and all British Columbia resident persons who, during some or all of the class period of January 1, 2001 to at least December 20, 2017 (the "Class Period"), purchased Fresh Commercial Bread.

The Defendants

The Weston Defendants

6. George Weston Limited is a Canadian corporation with its principal place of business in Toronto, Ontario. During the Class Period, George Weston Limited manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries, including the defendants Weston Foods (Canada), Incorporated and Loblaw Companies Limited.
7. Loblaw Companies Limited is a Canadian corporation with its principal place of business in Brampton, Ontario. Loblaw Companies Limited is, *inter alia*, a retailer of food, including Fresh Commercial Bread, under the brands Loblaws, Real Canadian Superstore, T&T Supermarket and others. Loblaw Companies Limited is owned and controlled by George Weston Limited. During the Class Period, Loblaw Companies Limited manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.
8. Weston Foods (Canada), Incorporated is an Ontario corporation with its principal place of business in Toronto, Ontario. Weston Foods (Canada), Incorporated is owned and controlled by George Weston Limited. During the Class Period, Weston Foods (Canada), Incorporated, manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries, including the defendant Weston Bakeries Limited.
9. Weston Bakeries Limited is a Canadian corporation with its principal place of business in Toronto, Ontario. Weston Bakeries Limited is, *inter alia*, a producer and supplier of food, including Fresh Commercial Bread, under the brands Wonder, D'Italiano, Country Harvest, Gadoua, Weston and others. Weston Bakeries Limited is owned and controlled by George Weston Limited. Weston Bakeries Limited manufactured, produced, baked, marketed, distributed, supplied

and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

10. The businesses of each George Weston Limited, Loblaw Companies Limited, Weston Foods (Canada), Incorporated and Weston Bakeries Limited (herein collectively referred to as "Weston") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of manufacturing, producing, baking, marketing, distributing, supplying and selling Fresh Commercial Bread.

Canada Bread Company, Limited

11. Canada Bread Company, Limited is an Ontario corporation with its principal place of business in Toronto, Ontario. Canada Bread Company, Limited is, *inter alia*, a producer and supplier of food, including Fresh Commercial Bread, under the brands Dempster's, Villagio and others. During the Class Period, Canada Bread Company, Limited manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

Wal-Mart Canada Corporation

12. Wal-Mart Canada Corporation is a Nova Scotia corporation with its principal place of business in Mississauga, Ontario. During the Class Period, Wal-Mart Canada Corporation manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

Sobeys Incorporated

13. Sobeys Incorporated is a Nova Scotia corporation with its principal place of business in Stellarton, Nova Scotia. Sobeys Incorporated is, *inter alia*, a retailer of food, including Fresh Commercial Bread, under the brands Sobeys, IGA, Safeway and others. During the Class Period, Sobeys Incorporated manufactured, produced, baked, marketed, distributed, supplied and sold Fresh

Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

Metro Incorporated

14. Metro Incorporated is a Quebec corporation with its principal place of business in Montreal, Quebec. Metro Incorporated is, *inter alia*, a retailer of food, including Fresh Commercial Bread, under the brands Metro, Food Basics and others. During the Class Period, Metro Incorporated manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

Giant Tiger Stores Limited

15. Giant Tiger Stores Limited is an Ontario corporation with its principal place of business in Ottawa, Ontario. During the Class Period, Giant Tiger Stores Limited manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries.

Overwaitea Food Group Limited

16. Overwaitea Food Group Limited is a BC Corporation with its head office in Langley, British Columbia. Overwaitea Food Group Limited is, *inter alia*, a retailer of food, including Fresh Commercial Bread, under the brands Save-On-Foods and PriceSmart Foods. During the Class Period, Overwaitea Food Group Limited manufactured, produced, baked, marketed, distributed, supplied and sold Fresh Commercial Bread, either directly or indirectly, through the control of its predecessors, affiliates and subsidiaries

Co-Conspirators

17. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this lawsuit, the identities of some of whom are presently unknown, may have participated as co-conspirators with the defendants in the unlawful behaviour alleged in this notice of civil claim, and have

performed acts and made statements in furtherance of the conspiracy or in furtherance of the anticompetitive conduct.

18. The defendants are jointly and severally liable for the actions of, and damages allocable to, their co-conspirators, including the other named defendants and any unnamed co-conspirators.
19. Where a particular entity within a corporate family of defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate family. Where this notice of civil claim refers to any act, deed or transaction of any corporation, the allegation means that the corporation or limited liability entity engaged in the act, deed or transaction by or through its officers, directors, agents, employees or representatives, while they were actively engaged in the management, direction, control or transaction of the corporation's business or affairs.

The Fresh Commercial Bread Industry

20. During the Class Period, the defendants and their co-conspirators manufactured and/or sold Fresh Commercial Bread to retailers and consumers across Canada, including British Columbia.
21. The structure and characteristics of the Fresh Commercial Bread industry are conducive to the conspiracy alleged in this notice of civil claim.
22. Regarding the manufacture and supply of Fresh Commercial Bread in Canada, to the best of the plaintiff's knowledge:
 - (a) for the period between 2001 and 2010, the defendants had a combined market share for the manufacture of Fresh Commercial Bread in Canada that ranged from a low of 59.9% to a high of 83.8%;
 - (b) as of February of 2016, Canada Bread Company, Limited, and its affiliates, divisions and other related entities, was the largest supplier of Fresh Commercial Bread in Canada, with a 40% share of the market; and

- (c) as of February of 2016, Weston Foods (Canada), Incorporated, and its affiliates, divisions and other related entities, was the second largest supplier of Fresh Commercial Bread in Canada, with a 38% share of the market.
23. Regarding the retail sale of Fresh Commercial Bread in Canada in 2016, to the best of the plaintiff's knowledge:
- (a) Loblaw Companies Limited, and its affiliates, divisions and other related entities, was the largest grocer in Canada, with a 33.5% share of the market;
 - (b) Sobeys Incorporated, and its affiliates, divisions and other related entities, was the second largest grocer in Canada, with a 18.9% share of the market;
 - (c) Metro Incorporated, and its affiliates, divisions and other related entities, was the third largest grocer in Canada, with a 15.5% share of the market;
 - (d) Wal-Mart Canada Corporation, and its affiliates, divisions and other related entities, was a grocer in Canada with an 8.8% share of the market;
 - (e) Overwaitea Food Group Limited, and its affiliates, divisions and other related entities, was a grocer in Canada with a 2.2% share of the market; and
 - (f) Giant Tiger Stores Limited, and its affiliates, divisions and other related entities, was a grocer in Canada with a 1.4% share of the market.
24. By virtue of their market shares, the defendants and their co-conspirators were and are the dominant manufacturers, producers, bakers, marketers, distributors, suppliers and sellers of Fresh Commercial Bread in Canada.
25. There are substantial barriers that preclude, reduce or make more difficult entry into the market for Fresh Commercial Bread. The defendants and their co-

conspirators benefit from high market share and economies of scale. In addition, the Fresh Commercial Bread market requires local bakeries to supply the local market with fresh product, and then deliver that product to a distribution centre for the delivery of Fresh Commercial Bread to retailers. As such, a new entrant for the supply of Fresh Commercial Bread would need to establish a bakery or bakeries, as well a delivery and servicing network.

26. The purpose of the defendants' and their co-conspirators' unlawful conspiracy was to increase the prices for Fresh Commercial Bread in Canada, including British Columbia. The defendants and their co-conspirators were aware that their unlawful conspiracy would increase the prices for Fresh Commercial Bread to prices that were higher than what would otherwise be charged. The defendants and their co-conspirators intended that their unlawful conspiracy would harm purchasers of Fresh Commercial Bread. Further, the defendants and their co-conspirators were aware that their conduct would impact the price of all Fresh Commercial Bread sold in Canada, including British Columbia.
27. Because of the defendants' and their co-conspirators' unlawful conspiracy, non-conspirator manufacturers, suppliers and retailers of Fresh Commercial Bread were able to, and did, charge higher prices for Fresh Commercial Bread than they would have in a competitive market as a direct response to the higher Fresh Commercial Bread prices of the defendants and their co-conspirators.
28. In the absence of the conspiracy, the defendants and their co-conspirators would have charged lower, competitive prices, and the other non-conspirator manufacturers and retailers would have had to charge those lower prices or risk losing market share.

Investigation of the Cartel

29. On August 11, 2017, the Commissioner of Competition commenced an inquiry, which was expanded on October 23, 2017, to investigate allegations of a conspiracy to fix the wholesale and retail price of Fresh Commercial Bread in

Canada from the period in or around November 2001 to the present, the exact dates being unknown.

30. In affidavits sworn by a representative of the Commissioner of Competition on October 24, 2017, October 26, 2017, October 30, 2017, and November 1, 2017 (and unsealed on December 18, 2017), it was revealed that Loblaw Companies Limited, George Weston Limited and Weston Bakeries Limited were immunity applicants who had come forward to disclose their participation in a cartel involving Fresh Commercial Bread.
31. In late October and early November of 2017, search warrants were executed at various locations in which the defendants carried on business.
32. On December 19, 2017, George Weston Limited and Loblaw Companies Limited issued a press release in which they, *inter alia*:
 - (a) publicly admitted to participating in an industry-wide price-fixing arrangement whereby, over a period extending from late 2001 to March of 2015, retail and wholesale prices of certain packaged bread products were regularly increased on a coordinated basis;
 - (b) indicated that participants included Loblaw Companies Limited, Weston Bakeries Limited, another bread wholesaler and other major grocery retailers; and
 - (c) stated that the employees responsible for Weston Bakeries Limited's and Loblaw Companies Limited's role in the arrangement were no longer with the companies.

The Conspiracy

33. The acts alleged under this heading are, collectively, the "Conspiracy Acts".
34. During the Class Period, the defendants and their co-conspirators conspired, agreed and/or arranged with each other to fix, maintain, increase or control the

price for Fresh Commercial Bread in Canada, including British Columbia; and/or to enhance unreasonably the prices of Fresh Commercial Bread in Canada, including British Columbia; and/or to unduly lessen competition in the sale and/or supply of Fresh Commercial Bread in Canada, including British Columbia.

35. During the Class Period, senior executives and employees of the defendants and their co-conspirators, acting in their capacities as agents for the defendants and their co-conspirators, engaged in communications, conversations, and attended meetings with each other at various times and places, some of which are unknown to the plaintiff. As a result of the communications, conversations and meetings, the defendants and their co-conspirators unlawfully conspired and/or agreed to:
- (a) unreasonably enhance the price of Fresh Commercial Bread in Canada, including British Columbia;
 - (b) unduly lessen competition in the sale and/or supply of Fresh Commercial Bread in Canada, including British Columbia;
 - (c) fix, maintain, increase or control the price of Fresh Commercial Bread in Canada, including British Columbia;
 - (d) allocate the supply of Fresh Commercial Bread in Canada, including British Columbia; and
 - (e) monitor and enforce adherence to an agreed-upon pricing scheme for Fresh Commercial Bread.
36. In furtherance of the conspiracy, during the Class Period, the defendants, their co-conspirators and/or their servants and agents:
- (a) agreed on prices to be charged and discounts to be offered, and otherwise fixed, maintained, increased, controlled, and/or enhanced unreasonably the price of Fresh Commercial Bread in Canada, including British Columbia;

- (b) made formal agreements with respect to the price, and coordination of price adjustments, for Fresh Commercial Bread;
 - (c) allocated sales, territories, customers or markets for supply of Fresh Commercial Bread;
 - (d) communicated secretly in-person, electronically, by telephone, and otherwise, to discuss and fix the price of Fresh Commercial Bread; and
 - (e) engaged in communications, conversations and attended meetings for the purpose of monitoring and enforcing adherence to the agreed-upon price-fixing scheme.
37. During the Class Period, and in furtherance of the conspiracy and their horizontal price-fixing, the defendant manufacturers and co-conspiring manufacturers of Fresh Commercial Bread communicated with each other both directly, and indirectly through communications that were passed from one to the other by the defendant retailers and co-conspiring retailers of Fresh Commercial Bread.
38. During the Class Period, and in furtherance of the conspiracy and their horizontal price-fixing, the defendant retailers and co-conspiring retailers of Fresh Commercial Bread communicated with each other both directly, and indirectly through communications that were passed from one to the other by the defendant manufacturers and co-conspiring manufacturers of Fresh Commercial Bread.
39. During the Class Period and continuing to present, the defendants, their co-conspirators and/or their servants and agents took active steps to, and did, conceal the unlawful conspiracy from the Class Members.
40. The defendants and their co-conspirators were motivated to conspire and their predominant purposes and predominant concerns were to harm the plaintiff and the Class Members who purchased Fresh Commercial Bread by requiring them to pay unlawfully high prices for Fresh Commercial Bread.

41. The Conspiracy Acts alleged in this claim have been done by each defendant and their co-conspirators and were authorized, ordered and done by each defendant's and co-conspirator's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs.

Damages

42. As a result of the Conspiracy Acts:

- (a) the price of Fresh Commercial Bread has been enhanced unreasonably and/or fixed at artificially high and non-competitive levels; and
- (b) competition in the sale of Fresh Commercial Bread has been unduly restrained.

43. During the Class Period, the plaintiff and the other Class Members purchased Fresh Commercial Bread both directly and indirectly. By reason of the alleged violations of the *Competition Act*, RSC 1985, c 19 (the "*Competition Act*") as amended from time to time, and the common law, the plaintiff and the other Class Members have been overcharged for Fresh Commercial Bread by paying more than they would have paid in the absence of the illegal conspiracy and, as a result, the plaintiff and the other Class Members have suffered damages (the "Overcharge").

44. The Overcharge is capable of being quantified on an aggregate basis as the difference between the prices actually paid by the Class Members and the prices which would have been paid in the absence of the unlawful conspiracy. The defendants and their co-conspirators are jointly and severally liable for the entire Overcharge.

45. All amounts payable to the class on account of damages and disgorgement should be calculated on an aggregate basis pursuant to section 24 of the *Class Proceedings Act*, RSBC 1996, c 50 (the "*Class Proceedings Act*"), or otherwise.

46. The plaintiff asserts that the defendants' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, and in contumelious disregard of the plaintiff's rights and the rights of the Class Members, and as such renders the defendants liable to pay aggravated, exemplary and punitive damages, and disgorge their ill-gotten gains.
47. Further, the plaintiff asserts that the defendants have been unjustly enriched by the receipt of the Overcharge paid by the plaintiff and the Class Members, and the plaintiff and the Class Members have suffered a corresponding deprivation. Since the Overcharge paid by the plaintiff and the Class Members and received by the defendants was the result of the defendants' wrongful and unlawful acts, there is and can be no juridical reason justifying the defendants retaining the Overcharge. The plaintiff and the Class Members are entitled to claim and recover based on equitable and restitutionary principles.

PART 2: RELIEF SOUGHT

48. The plaintiff, on her own behalf, and on behalf of the Class Members, claims against the defendants and their co-conspirators for:
- (a) an order certifying this action as a class proceeding against the defendants and appointing the plaintiff as representative plaintiff in respect of the Class Members;
 - (b) a declaration that the defendants engaged in conduct contrary to Part VI of the *Competition Act*, RSC 1985, c. C-34;
 - (c) general damages for loss or damage suffered as a result of conduct contrary to Part VI of the *Competition Act*, RSC 1985, c. C-34, and civil conspiracy;
 - (d) a declaration that the defendants have each been unjustly enriched by the receipt of the Overcharge on the sale of Fresh Commercial Bread;

- (e) an order that the defendants account for and make restitution to the plaintiff and the other Class Members in an amount equal to the Overcharge;
- (f) an order directing the defendants to disgorge the amount of the Overcharge to the plaintiff and the Class Members;
- (g) a declaration that the defendants account for and make restitution to the plaintiff and the other Class Members in an amount equal to their ill-gotten gain;
- (h) punitive damages;
- (i) costs of investigation and prosecution of this proceeding pursuant to s. 36 of the *Competition Act*;
- (j) costs of administering and distributing an aggregate damage award;
- (k) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 78, s 128; and
- (l) such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

49. The plaintiff pleads and relies upon the *Class Proceedings Act*, RSBC, 1996 c 50, the *Competition Act*, and the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c. 28 (the "CJPTA").

Causes of Action

Breach of the Competition Act

50. The Conspiracy Acts are in breach of section 45 of Part VI of the *Competition Act*, caused injury to the plaintiff and the other Class Members and render the defendants and their co-conspirators jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*.

Civil Conspiracy

51. Further, or alternatively, the defendants are liable for the tort of civil conspiracy both under unlawful means conspiracy and predominant purpose conspiracy.
52. The Conspiracy Acts were unlawful acts directed towards the plaintiff and the other Class Members, which the defendants and their co-conspirators knew in the circumstances would likely cause injury to the plaintiff and the other Class Members.
53. Further, or alternatively, the predominant purpose of the Conspiracy Acts was to injure the plaintiff and the other Class Members by requiring them to pay artificially high prices for Fresh Commercial Bread and illegally increase the defendants' profits on the sale of Fresh Commercial Bread.
54. The plaintiff and the other Class Members suffered damages as a result of the defendants' and their co-conspirators' conspiracy.

Unjust Enrichment and Waiver of Tort

55. Further, and in the alternative, the plaintiff and the other Class Members are entitled to claim and recover based on equitable and restitutionary principles.
56. The defendants and their co-conspirators have been unjustly enriched by the receipt of the Overcharge. The plaintiff and the other Class Members have suffered a corresponding deprivation in the amount of such Overcharge.
57. Since the Overcharge that was received by the defendants and their co-conspirators from the plaintiff and the Class Members resulted from the defendants' wrongful and unlawful acts, which acts were in restraint of trade, there is and can be no juridical reason justifying the defendants retaining any part of it. In particular there is no contract, disposition of law, donative intent or other valid legal obligation that justifies the enrichment.
58. Equity and good conscience require the defendants to make restitution to the plaintiff and other Class Members of all the artificially-induced Overcharge from

the sale of Fresh Commercial Bread in British Columbia, or alternatively to disgorge their ill-gotten gains in that amount to the plaintiff and the other Class Members.

59. Further, or alternatively, the plaintiff waives the tort and elects to pursue restitutionary remedies against the defendants as set out above.

Discoverability

60. Fresh Commercial Bread is not exempt from competition regulation and thus, the plaintiff reasonably considered the market for Fresh Commercial Bread to be a competitive industry. A reasonable person under the circumstances would not have been alerted of the need to investigate the legitimacy of the defendants' conduct and prices for Fresh Commercial Bread.
61. Accordingly, the plaintiff and the Class Members did not discover, and could not discover through the exercise of reasonable diligence, the existence of the alleged conspiracy during the Class Period.

Fraudulent Concealment

62. The defendants and their unnamed co-conspirators actively, intentionally and fraudulently concealed the existence of the conspiracy from the public, including the plaintiff and the Class Members. The defendants and their unnamed co-conspirators represented to customers and others that their pricing activities, marketing, manufacturing, and distribution of Fresh Commercial Bread in Canada were unilateral, thereby misleading the plaintiff and the Class Members. The affirmative acts of the defendants alleged herein, including acts in furtherance of the conspiracy, were fraudulently concealed and carried out in a manner that precluded detection.
63. Because the defendants' anticompetitive conduct was kept secret, the plaintiff and the Class Members were unaware of the defendants' unlawful conduct during the Class Period, and they did not know, at the time, that they were paying supra-competitive prices for Fresh Commercial Bread.

Punitive Damages

64. The plaintiff asserts that the defendants' and their co-conspirators' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful and in contumelious disregard of the plaintiff's rights and the rights of the Class Members, and as such renders the defendants liable to pay aggravated and punitive damages.

Jurisdiction

65. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The plaintiff and the other Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 ("*CJPTA*") in respect of the defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (f) – (h) of the *CJPTA* because this proceeding:
- (a) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
 - (b) concerns a tort committed in British Columbia; and
 - (c) concerns a business carried on in British Columbia.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS MOGERMAN
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

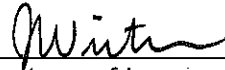
Tel: (604) 689-7555
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Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: 16/Feb/2018

A handwritten signature in cursive script, appearing to read 'Winstanley', written over a horizontal line.

Signature of lawyer
for the plaintiff

Jen Winstanley

TO: GEORGE WESTON LIMITED,
22 St. Clair Avenue East
Suite 800
Toronto, ON M4T 2S5

AND TO: LOBLAW COMPANIES LIMITED,
1 Presidents Choice Circle
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AND TO: WESTON FOODS (CANADA), INCORPORATED
22 St. Clair Avenue East
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AND TO: WESTON BAKERIES LIMITED
22 St. Clair Avenue East
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AND TO: CANADA BREAD COMPANY, LIMITED
10 Four Seasons Place
Etobicoke, ON M9B 6H7

AND TO: WAL-MART CANADA CORPORATION
1300 – 1969 Upper Water Street, Purdy's Wharf Tower II
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AND TO: SOBEYS INCORPORATED
115 King Street
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AND TO: METRO INCORPORATED
11011 Maurice-Duplessis Blvd.
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AND TO: GIANT TIGER STORES LIMITED
2480 Walkley Road
Ottawa, ON K1G 6A9

AND TO: OVERWATEA FOOD GROUP LIMITED
1800 1067 West Cordova Street
Vancouver, BC V6C 1C7

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The plaintiff, Stephanie Ann Catherine Asquith, claims the right to serve this pleading on the defendants outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the plaintiff and other Class Members plead and rely upon the *CJPTA* in respect of these defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to ss.10 (f) – (h) *CJPTA* because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia; and
- (h) concerns a business carried on in British Columbia.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

CONCISE SUMMARY OF NATURE OF CLAIM:

This action arises from a conspiracy to fix, raise, maintain or stabilize prices of Fresh Commercial Bread sold in Canada, including in British Columbia. During the Class Period, the defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the price for Fresh Commercial Bread. The plaintiff and the Class Members suffered damages as a result.

THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

1. *Class Proceedings Act*, RSBC 1996, c 50
2. *Competition Act*, RSC 1985, c 34; and
3. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28.