

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001418-256

SUPERIOR COURT
(Class Actions)

RAPHAEL [REDACTED]
[REDACTED]

Applicant

v.

LOBLAW COMPANIES LIMITED (a.d.b.a. **Provigo** and **Maxi**), legal person having its head office at 800-22 St. Clair Avenue E., Toronto, Ontario, M4T 2S5

and

LOBLAWS INC. (a.d.b.a. **Provigo** and **Maxi**), legal person having its principal establishment at 400 Sainte-Croix Avenue, Ville St-Laurent, Quebec, H4N 3L4

and

METRO INC. (a.d.b.a. **Super C**), legal person having its head office at 11011 Maurice Duplessis blvd, Montreal, Quebec, H1C 1V6

and

GROUPE ADONIS INC. (d.b.a as **Marché Adonis**), legal person having a principal establishment at 2001 Sauvé Street West, Montreal, Quebec, H4N 3L6

and

SOBEYS CAPITAL INCORPORATED (d.b.a. **IGA** and **Marché Bonichoix**), legal person having its principal establishment at 11281 Albert-Hudon, Montreal, Quebec, H1G 3J5

and

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

and

WAL-MART CANADA CORP., legal person with a principal establishment at 17000 Route Transcanada, Kirkland, Quebec, H9J 2M5

Defendants

APPLICATION TO AUTHORIZE 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, THE APPLICANT STATES:

1. The Defendants engage in the illegal practice of “maple-washing”, a practice where companies use Canadian branding to promote imported food products. Some examples used by the Defendants include the use of a red a maple leaf image, as well as the terms “*fait au Canada*”, “*product of Canada*” and “*préparé au Canada*”;
2. Over the past year, buying Canadian and supporting Canadian producers has been more on the Canadian social consciousness, in large part due to tariffs;
3. The problem is that – as demonstrated below – many of these products advertised and sold by the Defendants as “Canadian” are in fact imported from other countries;
4. As such, there is no doubt that the Defendants engage in the illegal practice of maple-washing and violate the Civil Code of Quebec, the *Competition Act*, and both Titles I and II of the *Consumer Protection Act* (“**CPA**”), in particular sections 40, 41, 42, 219, 222(g), 228 and 239(a) CPA;
5. The Applicant seeks authorization to institute a class action on behalf of the following class of which he is a member, namely:

All persons who purchased an item from one of the Defendants marked as Canadian or local (or containing the maple leaf or fleur-de-lis logo) which was imported from another country;	Toutes les personnes qui ont acheté un article auprès de l'une des défenderesses marqué comme canadien ou local (ou contenant le logo de la feuille d'érable ou de la fleur de lys) qui a été importé d'un autre pays;
(hereinafter referred to as the “ Class ”)	(ci-après le « Groupe »)

I. THE PARTIES

6. Applicant is a consumer pursuant to the CPA, the CCQ and the *Competition Act*;
7. The Defendants, namely Loblaw Companies Limited and Loblaws Inc. (both a.d.b.a. **Provigo** and **Maxi**, collectively referred to herein as "**Loblaw**"), Metro Inc. ("**Metro**" a.d.b.a. **Super C**), Groupe Adonis Inc. (d.b.a. as "**Marché Adonis**"), Sobeys Capital Incorporated (d.b.a. "**IGA**" and "**Marché Bonichoix**"), Giant Tiger Stores Limited ("**Giant Tiger**") and Wal-Mart Canada Corp ("**Wal-Mart**") (all collectively referred to herein as the "**Defendants**¹") sell grocery products that they advertise as "Canadian" or "local", but which are in fact imported from outside of Canada;
8. Applicant communicates extracts of the information statements for the Defendants from the Quebec Business Registry *en liasse* as **Exhibit P-1**;
9. The Defendants are hereby called upon to preserve and communicate all of their import documents (such as waybills and commercial invoices) and to immediately take pictures of the labelling on their shelves and to safeguard records of the current version of their shelf labelling (It is worth noting that Pharmaprix (owned by Loblaw) had testified and argued in a recent class action that once new labels are printed it is impossible to consult the previous one (see: *Ohayon c. Shoppers Drug Mart inc. (Pharmaprix)*, 2025 QCCS 1110, par. 83-85). Therefore, creating new labels without saving the previous ones as hereby requested will be spoliation of evidence);
10. As large and resourceful Canadian private and public companies, the Defendants know very well that many of the grocery products they advertise as "Canadian" and "local" are actually imported from other countries. These facts have been publicly reported in the media recently, as appears from articles communicated *en liasse* as **Exhibit P-2**;
11. Of note is the CBC article published on September 1, 2025, titled "*No fines for big grocers that promoted imported food as Canadian*" communicated as **Exhibit P-3** and which notably states:

The Canadian Food Inspection Agency (CFIA) has identified 12 cases where grocers engaged in "maple washing," a practice where companies use Canadian branding, like the maple leaf, to promote imported food products.

The violations stemmed from complaints filed with the CFIA between February and May, and all but one involved national grocery chains, the agency told CBC News in an email ...

¹ Dans l'arrêt *Oratoire Saint-Joseph*, la Cour suprême valide la technique de rédaction de la demande d'autorisation qui reproche les mêmes torts à une pluralité de défendeurs, torts adressés collectivement « aux défendeurs », sans distinguer parmi eux (*Abihsira c. Stubhub inc.*, 2020 QCCS 139, para. 37).

The federal food regulator said it "took action" in each case and that, in all of them, the grocers **fixed the problem**.

The CFIA wouldn't provide any grocer names, but CBC News confirmed that the prolonged case involved avocado oil bought at a Sobeys-owned grocery store near Edmonton.

Some shoppers committed to the Buy Canadian movement worry that if grocers face no repercussions, "maple washing" will persist.

...

In July, CBC News conducted its own investigation and uncovered more than a dozen cases of maple washing at a **Toronto Sobeys, and one at a Loblaw-owned No Frills**.

After Nicholls read CBC's investigation, she has been carefully checking labels in stores, and has discovered misleading signage.

In late July, Nicholls found blackberries at her local Loblaw-owned Fortinos promoted with a red maple leaf symbol and a "Product of Canada" declaration. But the fine print on the packaging stated they were a "Product of U.S.A."

The following month, she found asparagus at her local No Frills promoted with a red maple leaf plus "Prepared in Canada" and "Product of Canada" declarations. But the product's tag said it was distributed by a U.S. company and "Produce of Peru."

"The product of Canada label just seemed to be slapped arbitrarily, and it's misleading," said Nicholls.

...

Loblaw didn't comment on Nicholls's findings and **Sobeys** didn't comment on the avocado oil case. But both the grocers have told CBC News they strive for accurate country-of-origin signage, and noted that the task is challenging when dealing with mass inventory and constantly changing suppliers.

Both grocers — Canada's largest — also said they're continually **making efforts to reduce errors**.

12. Applicant communicates CBC's July 24, 2025 investigative article titled "*CBC investigation finds some **big grocers promoting imported food with Canadian branding***" as **Exhibit P-4**, which made some of the following findings:

"Last week, for example, she saw organic broccoli at her local Sobeys grocery store. **A sign stated it was a "product of Canada," but the fine print on the tag said "produce of USA."** ...

And it's not just produce. CBC News also found questionable Canadian signage for more than a dozen other types of products at the Sobeys store, including **imported raw almonds promoted with a red maple leaf symbol and a "Made in Canada,"** declaration.

"We don't grow almonds in this country. Those should not meet the Made in Canada threshold," said Mike von Massow, a professor in the Department of Food, Agricultural and Resource Economics at the University of Guelph.

...

Back in the produce section at Sobeys, CBC News found **a large sign promoting blueberries as a "product of Canada." But the fine print on the packaging said the berries were a "product of USA."**

"That's false advertising," said von Massow, suggesting human error as a possible cause.

At the **Loblaws store, CBC discovered several produce items, such as berries, squash and eggplant where shelf labels indicated they were a "product of Mexico," while product stickers or packaging revealed they were a "product of U.S.A."**

Packaged **raspberries and blackberries at Metro** had similar inconsistent labelling.

At a **Loblaw-owned No Frills** in Toronto, CBC found different inconsistent labelling. The store displayed **strawberries with signage that included a red maple leaf and the phrase, "Prepared in Canada." But the berries' packaging stated that they were a "product of USA."**

It's possible that the strawberries were packaged in Canada, **but the CFIA told CBC News it would be inappropriate to use a "Made in Canada" or "Prepared in Canada" claim if a product was only packaged here. ...**

L'Abbé says the No Frills ad is misleading.

She points out that big grocers have launched big marketing campaigns centred around the Buy Canadian movement. Both Loblaw and Sobeys have produced slick, patriotic ads prominently featuring the Canadian flag.

...

Loblaw did not directly answer questions about the strawberries, but **shortly after CBC's inquiry, the maple leaf and "Prepared in Canada" signage on the strawberries was gone.**

13. In that same article, Defendants Loblaw and Metro even admitted they promoted the products as “Canadian” incorrectly and publicly apologized (**Exhibit P-4**):

Loblaw, Sobeys and Metro each told CBC News in separate emails that they strive for accurate country-of-origin signage, but noted that the task is challenging when dealing with mass inventory.

"Fresh produce can change week-to-week and unfortunately mistakes can happen from time to time," said Sobey's spokesperson, Emily Truesdale.

Loblaw and Metro offered an apology to customers for any mishaps and encouraged them to alert the store if they discover inconsistencies.

14. Obviously, it is not up to the consumers to “alert” the Defendants of fraud, rather for the Defendants to ensure that they simply read the packaging on the items they advertise and sell before promoting them as “Canadian” or local;

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

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

15. The Applicant has been grocery shopping at the Provigo, IGA and Metro locations in the West Island and other areas of Montreal for many years;
16. Applicant often sees the red maple leaf logo on the shelves, as well as a the “Fait au Canada” representations, and purchases these supposed “Canadian” products because he wants to support (what he thought to be) Canadian-made and local products, especially given the recent heightened public concern surrounding the tariffs and the devastating impact they are having on Canadian producers;
17. Relying on these “made in Canada” and similar representations, Applicant has spent hundreds of dollars on groceries at Provigo, IGA and Metro;
18. However, many of the grocery items purchased by the Applicant are not made in Canada and, are in fact, imported from countries outside of Canada;
19. For instance, the Applicant most recently purchased “Val Nature” bars from Provigo in Montreal (2386 Lucerne), prominently advertised on the shelves as “Préparé au Canada” by Loblaw. However, the side of the packaging states in very small font that this product is actually a “**Product of U.S.A**”, as appears from **Exhibit P-5**:



20. Applicant also recently purchased *President's Choice* Cococut Milk from Provigo in Montreal (2386 Lucerne), prominently advertised on the shelves as “Préparé au Canada” by Loblaw. However, the bottom of the can states in very small font that this product is actually “**Imported from Thailand**”, as appears from **Exhibit P-6**:



21. The above examples are only some of many. The Coconut Milk is all the more egregious considering that President's Choice is Loblaw's own brand and Loblaw obviously knows that it imports this item from Thailand – and that it is not prepared in Canada contrary to the labelling it displays next to this product;

22. The Applicant conservatively estimates that he has paid several hundred dollars purchasing these groceries falsely advertised as Canadian from the Defendants;
23. Prior to making his purchases, the Applicant believed and relied upon the representations prominently displayed on the Defendants' shelves and labelling (which appear in stores and on their website in some cases) that these items were made in Canada (as opposed to imported from other countries);
24. The Applicant therefore paid based on false representations and maple-washing for what he thought was a Canadian product (thereby supporting Canadian producers), when he was in fact supporting producers located in foreign countries (U.S.A. and Thailand in the 2 examples provided above);
25. Had the Applicant known the reality that these items were imported from other countries, he would have never purchased these items (or paid such a high price);
26. The Defendants wilfully falsely advertised the origin of the items they sell, failed to disclose and actively concealed the origin, despite obvious knowledge (because they import or buy them from companies who import them, or they could have read the labels on the packaging) that these items are imported from other countries;
27. Given the corporate sophistication of the Defendants, along with enormous amounts of available resources, the Defendants are or should have been aware that many of the items they advertised and sold as Canadian are imported from other countries;
28. The Defendants engage in the illegal practice of maple-washing and must be held accountable;
29. The Defendants' misrepresentations and omissions constitute prohibited business practices within the meaning of the CPA, the CCQ and Canada's *Competition Act*;
30. The Applicant is entitled to claim and hereby does claim compensatory damages in an amount to be determined, including for breaches of the CPA, notably sections 40, 41, 42, 219, 222(g), 228 and 239(a) CPA, pursuant to sections 253 and 272;
31. The Applicant benefits from the presumption at section 253 CPA that had he been aware of the Defendants' prohibited practices, he would not have purchased these or would not have paid such a high price;
32. The Applicant is also entitled to claim and hereby does claim compensatory damages pursuant to sections 36 and 52 of the *Competition Act*;
33. The Applicant also claims punitive damages from the Defendants in amounts to be determined following discovery on the merits. Punitive damages are appropriate in this case given the egregiousness of the violations, including the negative impacts it can have on Canadian consumers and producers, and because the Defendants profited from maple-washing;

B) THE CLAIMS OF THE MEMBERS RAISE COMMON ISSUES:

34. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
- a) Did the Defendants falsely advertise grocery items as Canadian or local which were in fact imported from other countries?
 - b) If so, did any the Defendants violate:
 - i. sections 40, 41, 42, 219, 222(g), 228 or 239(a) CPA?
 - ii. sections 36 and 52 of Canada's *Competition Act*?
 - iii. their obligations under the *Civil Code of Quebec*, including articles 6, 7, 1375, 1401 and 1407?
 - c) If any of the questions in the preceding question are answered in the affirmative, are Class members entitled to compensatory and punitive damages, and, if so, in what amount?
 - d) Are Class members entitled to a reimbursement of the price they paid for the grocery items falsely sold by the Defendants as Canadian or local?
 - e) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal practice?
35. All Class members are in the same position with the other Defendants as the Applicant is vis-à-vis Provigo/Loblaws (i.e. they purchased grocery items falsely described and advertised as Canadian or local, but really imported from outside of Canada);
36. Although the Applicant himself does not have a personal cause of action against, or a legal relationship with, each of the Defendants, the Class contains enough members with personal causes of action against each of the Defendants;
37. Requiring a separate class action against each Defendant based on very similar questions of fact and identical questions of law would be a waste of resources and could result in conflicting judgments;
38. In this case, the legal and factual questions at issue are common to all the members of the Class, namely whether certain grocery items sold by the Defendants as Canadian or local were imported from other countries, and whether the Defendants representations are false or misleading;
39. By reason of the Defendants' unlawful conduct, the Applicant and every Class member have suffered damages, which they may collectively claim against the Defendants, in addition to punitive damages pursuant to s. 272 CPA;

C) THE COMPOSITION OF THE CLASS

40. 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;
41. The Applicant conservatively estimates the number of persons included in the Class to be in the tens of thousands (the items in dispute are sold in the Defendants' brick-and-mortar stores across Canada and online);
42. Class members are very numerous and are dispersed across Quebec and Canada;
43. 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;
44. 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

45. 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;
46. Additionally, the Applicant respectfully adds that:
 - a) he mandated his attorneys to file the present application in order to hold the Defendants accountable for maple-washing and to have his rights, as well as the rights of other Class members, recognized and protected so that they can receive compensation according to the law;
 - b) he has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
 - c) he cooperates and will continue to fully cooperate with his attorneys;
 - d) he understands the nature of this action.

III. Demonstration against each of the Defendants:

47. To prove the systemic nature of the Defendants' maple-washing and to leave no doubt that the Defendants engage and profit from this illegal practice, the Applicant and his attorneys mandated bailiffs who visited several of the Defendants' stores, including the locations listed below. The bailiffs' reports (constats and procès-verbaux) will be filed *en liasse* as **Exhibit P-7**;
48. The pictures reproduced below were all taken by the bailiffs on September 8 and 9, 2025, and fully reproduced in Exhibit P-7;

(i) Sobeys (IGA)

49. IGA (owned by Sobeys) displays labels on its shelves featuring the red maple leaf or the blue fleur-de-lis and slogans such as "On a le local à cœur" (Exhibit P-7):



50. This slogan and these images mislead consumers into believing that the products sold at IGA stores are of Canadian origin, when in fact many of them are not;
51. Three examples (of many) of this type of situation at IGA stores (including Marché Bonichoix as appears from Exhibit P-7) across Quebec are set out below, as taken on September 8, 2025, at the IGA located at 3260 Boulevard Lapinière, in Brossard:





52. As appears from the above (and Exhibit P-7), IGA advertises these items as Canadian, but which in fact are products of other countries:

- a) *Cœur d'artichauts Compliments* displayed with the “on a le local à cœur (Canada)” – but the can states: “**Product of Peru**”. This is all the more egregious given that the “Compliments” brand is IGA’s own brand so they obviously know that this product is not local;
- b) *Épis de maïs Miniature M'Lord* displayed with the “on a le local à cœur (Canada)” – but the can states: “**Product of Thailand**”;
- c) *Pringles* chips displayed with the “on a le local à cœur (Québec)” – but the product states: “**Product of USA**”.

53. The situation is the same at the Marché Bonichoix across Quebec (the chain is owned by Defendant Sobeys) as appears from Exhibit P-7;

(ii) Metro & Super C

54. Metro and Super C display labels on their shelves featuring the red maple leaf or the blue fleur-de-lis to describe their products as Canadian or local (Exhibit P-7):



55. These images mislead consumers into believing that the products sold at Metro and Super C stores are of Canadian origin, when in fact many of them are not;

56. Three examples (of many) of this type of situation at **Metro** stores across Quebec are shown below, taken on September 9, 2025, at Metro located at 1880 Dollard, Lasalle:



57. As appears from the above (and Exhibit P-7), Metro advertises these items as Canadian and local, but which in fact are products imported from other countries:

- a) *Nature Valley Crunchy* displayed with the red Canadian maple leaf – but the package states: **“Product of USA”**;
- b) *Huile de coco biologique* displayed with the Quebec’s blue fleur-de-lis and even the mention **“Canada Organic”** – but the package states: **“Imported”**;
- c) *Sultana raisins* displayed with the Quebec’s blue fleur-de-lis and even the mention **“Canada Organic”** – but the package states: **“Imported.”**

58. Three examples (of many) of this type of situation at **Super C** stores (owned by Metro) across Quebec are set out below, as taken on September 8, 2025, at the Super C at 5012 Taschereau boulevard, in Lasalle:



59. As appears from the above (and Exhibit P-7), Super C advertises these items as Canadian and local, but which in fact are products imported from other countries:

- a) *La Costena* jalapenos tranchés displayed with the red Canadian maple leaf – but the package states: **“Product of Mexico”**;
- b) *Spaghetti Aurora* displayed with the red Canadian maple leaf – but the package states: **“Product of Italy”**;

- c) *Beurre de sésame Al-Rabih* displayed with the red Canadian maple leaf – but the package states: “**Product of Lebanon**”.

60. It is worth noting that in their stores and on their website Metro (including Super C) admit that they are sometimes unaware of the origin the products they advertise and sell and that, according to them, they are not responsible for any errors in the labelling of their products:

« Nous travaillons présentement à la mise à jour de la provenance de l'ensemble de nos produits. Ces informations proviennent d'agences de certification, de fournisseurs de produits et d'autres partenaires de Super C. **Nous ne pouvons être tenus responsables pour toute information pouvant s'avérer inexacte.** »

61. This statement is without effect because contrary to sections 10, 261 and 262 CPA;

(iii) Giant Tiger

62. Giant displays labels on its shelves featuring the red maple leaf and slogans such as “*FAIT AU CANADA*” (Exhibit P-7):



63. This slogan and these images mislead consumers into believing that the products sold at Giant Tigers stores are of Canadian origin, when in fact many of them are not;

64. Three examples (of many) of this type of situation at Giant Tiger stores across Quebec are set out below, as taken on September 9, 2025, at the Giant Tiger store located at 7560 rue Beclard, in Anjou:



(iv) Wal-Mart

67. Wal-Mart displays labels on its shelves featuring a large “Q” (for Quebec with blue background) and the mentions “Aliments du Québec” and “Aliments préparés au Québec”, and the red maple leaf mentioning “Fabriqué au Canada” (Exhibit P-7):



68. These slogans and these images mislead consumers into believing that the products sold at Wal-Mart stores are of Canadian origin, when in fact many of them are not;
69. Two examples (of many) of this type of situation at Wal-Mart stores across Quebec are set out below, as taken on September 9, 2025, at the Wal-Mart in Lasalle:



70. As appears from the above (and Exhibit P-7), Wal-Mart advertises these items as Canadian, but which in fact are products of other countries:

- a) *Nutribarre Chocolat Val Nature* displayed with the mentions “Aliments du Québec” and “Aliments préparés au Québec”, and “Q” for Quebec – but the product states: “**Product of USA**”;
- b) *Great Value arachides sucrées et salées* displayed with the red maple leaf and with the mention “Fabriqué au Canada” – but the product states: “**Product of USA**”. This is all the more egregious given that “Great Value” is Wal-Mart’s own brand so they obviously know that this product is not Canadian.

(v) Marché Adonis

71. Adonis places labels on its shelves featuring a Canadian flag and the maple leaf with the mention “*Produit d’ici*” (Exhibit P-7):



72. This slogan and these images mislead consumers into believing that the products sold Adonis stores are of Canadian origin, when in fact many of them are not;

73. Three examples (of many) of this type of situation at Marché Adonis stores across Quebec are set out below, as taken on September 9, 2025, at the Adonis in Anjou:





74. As appears from the above (and Exhibit P-7), Adonis advertises these items as Canadian, but which in fact are products of other countries:

- a) *Jardinière Piquante dans l'huile Valli* displayed with the Canadian maple leaf and the mention “*Produit d’ici*” – but the product states: “**Product of Italy**”;
- b) *Bick's Mini-Cornichons* displayed with the Canadian flag and the maple leaf, and the mention “*Produit d’ici*” – but the product states: “**Product of USA**”;
- c) *Great Value arachides sucrées et salées* displayed with the Canadian flag and the maple leaf, and the mention “*Produit d’ici*” – but the product states: “**Product of USA**”.

(vi) Loblaws (Provigo and Maxi)

75. Applicant refers to his allegations concerning his personal cause of action at paragraphs 15 to 21 above, as well as to the bailiffs’ reports (Exhibit P-7) regarding Provigo and Maxi, incorporated herein by reference, which leave no doubt as the claim against Loblaws;

IV. DAMAGES

76. As a result of the conduct alleged above, the Applicant and all Class Members have suffered damages and benefit from the presumption of section 253 CPA for violations

of Title II CPA and the presumption established by the Supreme Court in *Time* (par. 113) for violations of Title I CPA;

77. The Class Members suffered financial loss due to the egregious nature of the Defendants' conduct, including, without limiting the generality of the foregoing, intentionally deceiving the marketplace as to the true origin of the products they sell;
78. Class Members are entitled to claim compensatory and punitive damages. The Defendants' conduct offends the moral standards of the community and warrants the condemnation of this Court;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

79. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages (or for a reimbursement) and injunctive relief;
80. The conclusions that the Applicant wishes to introduce by way of an originating application are:
 1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class against the Defendants;
 2. **ORDER** the Defendants to cease falsely advertising products imported from other countries as Canadian or local;
 3. **CONDEMN** the Defendants, solidarily (as between the Loblaw Defendants only), to pay the Class members compensatory damages or a reimbursement in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
 4. **CONDEMN** each of the Defendants, solidarily (as between the Loblaw Defendants only), to pay the respective Class members punitive damages in amounts to be determined, and **ORDER** that this condemnation be subject to collective recovery;
 5. **CONDEMN** the Defendants, solidarily (as between the Loblaw Defendants only), to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
 6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, 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.

VI. JURISDICTION

81. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he is a consumer and resides in this district;
82. Pursuant to art. 3148(1) C.C.Q., the Applicant has standing to represent a national class for Defendants with their head office in Quebec, and the Superior Court of Quebec is the appropriate forum.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages or for a reimbursement and injunctive relief;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

All persons who purchased an item from one of the Defendants marked as Canadian or local (or containing the maple leaf or fleur-de-lis logo) which was imported from another country;	Toutes les personnes qui ont acheté un article auprès de l'une des défenderesses marqué comme canadien ou local (ou contenant le logo de la feuille d'érable ou de la fleur de lys) qui a été importé d'un autre pays;
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3. **IDENTIFY** the main issues of fact and law to be treated collectively as the following:
 - a) Did the Defendants falsely advertise grocery items as Canadian or local which were in fact imported from other countries?
 - b) If so, did any the Defendants violate:
 - i) sections 40, 41, 42, 219, 222(g), 228 or 239(a) CPA?
 - ii) sections 36 and 52 of Canada's Competition Act?
 - iii) their obligations under the Civil Code of Quebec, including articles 6, 7, 1375, 1401 and 1407?
 - c) If any of the questions in the preceding question are answered in the affirmative, are Class members entitled to compensatory and punitive damages, and, if so, in what amount?
 - d) Are Class members entitled to a reimbursement of the price they

paid for the grocery items falsely sold by the Defendants as Canadian or local?

- e) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal practice?

4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class against the Defendants;
 2. **ORDER** the Defendants to cease falsely advertising products imported from other countries as Canadian or local;
 3. **CONDEMN** the Defendants, solidarily (as between the Loblaw Defendants only), to pay the Class members compensatory damages or a reimbursement in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
 4. **CONDEMN** each of the Defendants, solidarily (as between the Loblaw Defendants only), to pay the respective Class members punitive damages in amounts to be determined, and **ORDER** that this condemnation be subject to collective recovery;
 5. **CONDEMN** the Defendants, solidarily (as between the Loblaw Defendants only), to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
 6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
 7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
 8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, 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.
5. **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;

6. **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;
7. **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 law;
8. **THE WHOLE** with costs including publication fees.

Montreal, September 10, 2025

Montreal, September 10, 2025

(s) LPC Avocats

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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 judgement 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 for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- EXHIBIT P-1:** *En liasse*, extracts of the information statements for the Defendants from the Quebec Business Registry for the Defendants;
- EXHIBIT P-2:** *En liasse*, news articles about maple-washing;
- EXHIBIT P-3:** CBC article titled "No fines for big grocers that promoted imported food as Canadian" from September 1, 2025;
- EXHIBIT P-4:** CBC article titled "CBC investigation finds some big grocers promoting imported food with Canadian branding" from July 24, 2025;
- EXHIBIT P-5:** *En liasse*, pictures of the label displayed for the "Val Nature" bars from Provigo in Montreal (2386 Lucerne) and the side of the box;
- EXHIBIT P-6:** *En liasse*, pictures of the President Choice Cococut Milk from Provigo in Montreal (2386 Lucerne) and the can;
- EXHIBIT P-7:** *En liasse*, the bailiff reports from September 8 and 9, 2025;

EXHIBIT P-8: *En liasse*, extracts of Giant Tiger's website;

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, September 10, 2025

Montreal, September 10, 2025

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

TO: LOBLAW COMPANIES LIMITED
800-22 St. Clair Avenue E.
Toronto, Ontario, M4T 2S5

LOBLAWS INC.
800-22 St. Clair Avenue E.
Toronto, Ontario, M4T 2S5

METRO INC.
11011 Maurice Duplessis boul.
Montreal, Quebec, H1C 1V6

GROUPE ADONIS INC.
2001 Sauvé Street West
Montreal, Quebec, H4N 3L6

SOBEYS CAPITAL INCORPORATED
11281 Albert-Hudon blvd.
Montreal, Quebec, H1G 3J5

GIANT TIGER STORES LIMITED
1001 Curé-Labelle boulevard, Unit 60A
Laval, Quebec, H7V 2V6

WAL-MART CANADA CORP.
17000, Route Transcanada
Kirkland, Quebec, H9J 2M5

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

GOVERN YOURSELVES ACCORDINGLY.

Montreal, September 10, 2025

Montreal, September 10, 2025

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