

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) FRIDAY, THE 28th DAY
JUSTICE E. M. MORGAN) OF FEBRUARY, 2025

B E T W E E N:

MARCY DAVID, BRENDA BROOKS and ANDREW BALODIS

Plaintiffs

- and -

LOBLAW COMPANIES LIMITED, GEORGE WESTON LIMITED,
WESTON FOODS (CANADA) INC., WESTON BAKERIES
LIMITED, CANADA BREAD COMPANY, LIMITED, GRUPO
BIMBO, S.A.B. DE C.V., MAPLE LEAF FOODS INC., EMPIRE
COMPANY LIMITED, SOBEYS INC., METRO INC., WAL-MART
CANADA CORP., WAL-MART STORES, INC. and GIANT TIGER
STORES LIMITED

Defendants



Proceedings under the *Class Proceedings Act, 1992*

ORDER

(PRE-APPROVAL ORDER)

THIS MOTION made by the Ontario Plaintiffs for an “**Order**” amending the certification of the Ontario Action as a class proceeding for settlement purposes only as against Loblaw Companies Limited, George Weston Limited, Weston Foods (Canada) Inc., and Weston Bakeries Limited, approving the form and content of the Ontario Pre-Approval Notice and the Ontario Notice Plan for its dissemination and appointing the Ontario Settlement Administrator was heard this day in writing at Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement with the Settling Defendants dated January 31, 2025 attached to this Order as **Appendix “A”**;

Entered on March 3, 2025.

AND ON HEARING the submissions of counsel for the Settling Parties, the Non-Settling Defendants taking no position;

AND ON BEING ADVISED that the Ontario Plaintiffs and the Ontario Settling Defendants (the “**Settling Parties**”) have agreed to a definition of the Ontario Settlement Class in respect of which amended certification is sought against the Ontario Settling Defendants for settlement purposes only;

AND ON BEING ADVISED that the Settling Parties consent to this Order and that the Non-Settling Defendants take no position:

1. **THIS COURT DECLARES** that, in addition to terms defined in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the certification of the Ontario Action as a class proceeding pursuant to section 5 of the *Class Proceedings Act, 1992* on December 31, 2021 is amended as provided herein as against the Ontario Settling Defendants for settlement purposes only (the “**Settlement Certification**”).
3. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the Ontario Settlement Class is defined as:

All Persons resident anywhere in Canada, except Quebec, as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, purchased Packaged Bread either directly or indirectly.
4. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the Ontario Plaintiffs, Marcy David, Brenda Brooks, and Andrew Balodis, are hereby appointed as the representative plaintiffs of the Persons included in the Ontario Settlement Class.
5. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, Strosberg Wingfield Sasso LLP and Orr Taylor LLP are appointed as Ontario Class Counsel in the Ontario Action.

6. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the following issue is common to the Ontario Settlement Class:

Did the Ontario Settling Defendants, or any of them, engage in conduct that was contrary to section 45 of the *Competition Act* in effect from January 1, 2001 up to and including March 11, 2010, inclusive, and/or contrary to section 45 of the *Competition Act* in effect from March 12, 2010 up to and including December 31, 2021, inclusive, in respect of Packaged Bread? If so, what damages, if any, did members of the Ontario Settlement Class suffer?

7. **THIS COURT ORDERS** that members of the Ontario Settlement Class shall be given notice of the Settlement Certification of the Ontario Action against the Ontario Settling Defendants for settlement purposes only and of the Settlement Approval Hearings in Ontario in substantially the form set out in the Ontario Pre-Approval Notices Schedules “E1” and “E1.1” to the Settlement Agreement and in the manner set out in the Ontario Notice Plan Schedule “F1” to the Settlement Agreement.

8. **THIS COURT ORDERS** that RicePoint Administration Inc. dba Verita Global is hereby appointed Ontario Settlement Administrator for the purposes of accomplishing the tasks that devolve to them pursuant to the Settlement Agreement with respect to the Ontario Settlement Class.

9. **THIS COURT ORDERS** that: (i) Ontario Class Counsel disclose to the Ontario Settlement Administrator the list of putative Class Members that have provided contact information to them, including their last known email address; and (ii) the Loblaw Card Program Administrator disclose to the Ontario Settlement Administrator available contact information for putative Class Members who received a Card Program Payment under the Loblaw Card Program, including their last known email address where available, in order to facilitate the distribution of Ontario Pre-Approval Notices and/or the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, including the implementation and administration of the Distribution Protocol and claims process, and for no other purpose.

10. **THIS COURT ORDERS** that the Ontario Settlement Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this Order with any other Person, unless doing so is strictly necessary for executing the Ontario Notice Plan in accordance with this Order and/or implementing the Ontario Settlement Approval Order and the Settlement Agreement, including the claims process, and for no other purpose.
11. **THIS COURT ORDERS** that the Ontario Settlement Administrator shall use the information provided to it pursuant to this Order for the sole purpose of executing the Ontario Notice Plan in accordance with this Order and/or implementing the Ontario Settlement Approval Order and the Settlement Agreement, including the claims process, and for no other purpose.
12. **THIS COURT DECLARES** that this Order constitutes an order compelling the production of the information from Ontario Class Counsel, the Ontario Settling Defendants and the Loblaw Card Program Administrator within the meaning of applicable privacy laws, and that this Order satisfies the requirements of all applicable privacy laws.
13. **THIS COURT DECLARES** that Ontario Class Counsel, the Ontario Settling Defendants and the Loblaw Card Program Administrator are each released from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication and use of any personal and/or private information to and by the Ontario Settlement Administrator.
14. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Ontario Settlement Administrator or the Trustee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the implementation of the Ontario Settlement Approval Order and the Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Payment, other than for liabilities as a result of the Ontario Settlement

Administrator's or the Trustee's own actual fraud, dishonesty or negligence and only with the leave of this Court.

15. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against Ontario Class Counsel or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment including, but not limited to, Trustee fees, other than for liabilities as a result of Ontario Class Counsel's own willful or fraudulent misconduct and only with the leave of this Court.
16. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Settling Defendants or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment including, but not limited to, Trustee fees, other than for liabilities as a result of the Settling Defendants' own willful or fraudulent misconduct and only with the leave of this Court.
17. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Loblaw Card Program Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the

Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process other than for liabilities as a result of the Loblaw Card Program Administrator's own willful or fraudulent misconduct and only with the leave of this Court.

18. **THIS COURT ORDERS** that any potential member of the Ontario Settlement Class who wishes to opt out of the Ontario Action must do so by sending a signed written election to opt out, together with the information required in the Settlement Agreement, to the Ontario Settlement Administrator as directed in the Ontario Pre-Approval Notice to be received on or before midnight PST on the Opt-Out Filing Deadline, which shall be forty-five days (45) after the first publication of the Ontario Pre-Approval Order.
19. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who timely and validly opts out of the Ontario Action is not bound by the Settlement Certification and will cease to be a class member in the Ontario Action that is continuing against the Non-Settling Defendants.
20. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who does not timely and validly opt out of the Ontario Action is bound by the Settlement Certification against the Ontario Settling Defendants for settlement purposes only.
21. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who wishes to object to the Settlement Agreement must do so by sending a signed written objection, together with the information required in the Settlement Agreement, to the Ontario Settlement Administrator as directed in the Ontario Pre-Approval Notice to be received on or before midnight PST on the Objection Filing Deadline, which shall be the same date as the Opt-Out Filing Deadline.
22. **THIS COURT ORDERS** that the Settlement Approval Hearing to consider approval of the Settlement Agreement in the Ontario Action shall be held on May 5, 2025, at 10:00 a.m. at Osgoode Hall, Toronto, Ontario, Courtroom #5, and if directed, by video conference at a link to be provided by this Court in due course.

23. **THIS COURT ORDERS AND DECLARES** that the date and time of the Settlement Approval Hearing in the Ontario Action shall be set forth in the Ontario Pre-Approval Notice but may be adjourned by this Court without further notice to the Ontario Settlement Class Members, other than such notice as may be posted on the websites of the Ontario Settlement Administrator and Ontario Class Counsel.
24. **THIS COURT ORDERS AND DECLARES** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order, including the Settlement Certification against the Ontario Settling Defendants for settlement purposes only, shall be set aside and declared null and void and of no force or effect on subsequent motion made on notice to the Ontario Plaintiffs and any Person is estopped from asserting otherwise and notice of the termination of the Settlement Agreement and the setting aside of Settlement Certification shall be given to the Ontario Settlement Class upon such order becoming a Final Order.
25. **THIS COURT ORDERS AND DECLARES** that this Order, including but not limited to the Settlement Certification of the Ontario Action as against the Ontario Settling Defendants for settlement purposes only and the definition of the Ontario Settlement Class and the Common Issue, and any reasons given by the Ontario Court in connection with this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in the Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.
26. **THIS COURT ORDERS AND DECLARES** that this Order is contingent upon the Quebec Pre-Approval Order being made by the Quebec Court in the action commenced by James Govan filed in Quebec Court, Court File No. 500-06-000888-178 (Montreal), and the terms of this Order shall not be effective unless and until such order is approved by the Quebec Court. If such order is not secured in Quebec, this Order shall be null and void without prejudice to the rights of the Ontario Plaintiffs to proceed with the Ontario Action and any agreement between the Ontario Plaintiffs and the Ontario Settling Defendants

incorporated into this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

A handwritten signature in blue ink, appearing to read 'E. Morgan', is positioned above a horizontal line.

Morgan, J.

APPENDIX A

**CANADIAN PACKAGED BREAD NATIONAL CLASS ACTIONS
SETTLEMENT AGREEMENT**

Between

MARCY DAVID, BRENDA BROOKS, ANDREW BALODIS AND JAMES GOVAN

The "Plaintiffs"

And

**LOBLAW COMPANIES LIMITED, LOBLAWS INC., GEORGE WESTON LIMITED,
WESTON FOODS (CANADA) INC., WESTON BAKERIES LIMITED and WESTON
FOOD DISTRIBUTION INC.**

The "Settling Defendants"

Made as of January 31, 2025

**CANADIAN PACKAGED BREAD NATIONAL CLASS ACTIONS
SETTLEMENT AGREEMENT**

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**CANADIAN PACKAGED BREAD NATIONAL CLASS ACTIONS
SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS the Actions were commenced in Quebec and Ontario for residents in all of Canada alleging that the Defendants, including the Settling Defendants, participated in an unlawful conspiracy in respect of the prices paid for Packaged Bread in Canada, starting as early as 2001, in violation of Part VI of the *Competition Act*, the civil law and/or the common law;
- B. AND WHEREAS the Quebec Action was authorized as a class proceeding and the Quebec Plaintiff was appointed representative plaintiff of the Quebec only class that was authorized by judgment rendered on December 19, 2019 (as rectified on April 22, 2020);
- C. AND WHEREAS pursuant to the judgment rendered on March 17, 2020, notice of authorization was given in the Quebec Action and the deadline for members of the class that was authorized to opt out of the Quebec Action has passed and there were five (5) Opt-Outs;
- D. AND WHEREAS the Ontario Action was certified as a class proceeding and the Ontario Plaintiffs were appointed representative plaintiffs of the class that was certified by order dated December 31, 2021;
- E. AND WHEREAS the Ontario Plaintiffs sought leave to appeal the definition of the class that was certified in the Ontario Action to seek to expand it to include purchasers of Packaged Bread that was manufactured by the Defendant bakeries but purchased through a chain of commerce that did not include the Defendant retailers, notice of certification has not yet been given to the class that was certified and the opt-out period in the Ontario Action has not yet begun to run;
- F. AND WHEREAS the Plaintiffs and the Settling Defendants, through counsel, engaged in extensive arm's-length settlement discussions, negotiations and mediations facilitated by the Honourable Geoffrey B. Morawetz, current Chief Justice of the Superior Court of Ontario, resulting in minutes of settlement dated July 24, 2024 (as amended on October

30, 2024, December 6 and 16, 2024, and January 9, 20 and 27, 2025) in the Actions relating to all of Canada;

- G. AND WHEREAS, as a result of these settlement discussions, negotiations, the mediations and minutes of settlement, the Plaintiffs and the Settling Defendants in the Actions have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Plaintiffs and the Settling Defendants, both individually and on behalf of the classes they represent and seek to represent, subject to approval of the Courts;
- H. AND WHEREAS the Plaintiffs and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission of liability or obligation on the part of the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, and any liability is, in fact, denied;
- I. AND WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final nation-wide resolution of all claims in respect of Released Claims asserted or which could have been asserted against them by the Plaintiffs and the classes they represent and seek to represent in the Actions and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- J. AND WHEREAS the Plaintiffs have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Actions, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Amount and the significant value of the cooperation the Settling Defendants have agreed to provide them, the Plaintiffs have each concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent and seek to represent;
- K. AND WHEREAS the Ontario Plaintiffs assert that they are adequate class representatives for the class they have been appointed to represent and the class that they seek to represent and will seek to be appointed representative plaintiffs in the Ontario Action for the Ontario Settlement Class for the purposes of settlement with the Ontario Settling Defendants;

- L. AND WHEREAS consistent with the minutes of settlement and for the purposes of settlement only, the Ontario Plaintiffs and the Ontario Settling Defendants now consent to an amended certification order in the Ontario Action and to the definition of the Ontario Settlement Class which includes purchasers of Packaged Bread that was manufactured by the Defendant bakeries but purchased through a chain of commerce that did not include the Defendant retailers solely for the purpose of implementing this Settlement Agreement in a coordinated and consistent manner contingent on approval by the Ontario Court as provided for in this Settlement Agreement despite having been unsuccessful in seeking leave to appeal the class definition that was certified, on the express understanding that such amended certification order shall not derogate from the respective rights of the Ontario Plaintiffs and the Ontario Settling Defendants in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;
- M. AND WHEREAS for the purposes of settlement only, the Quebec Plaintiff and the Quebec Settling Defendants now consent to a modified definition of the Quebec Settlement Class in the Quebec Action to extend it to include the period from December 20, 2019 to December 31, 2021, inclusive, against the Quebec Settling Defendants only and solely for the purpose of implementing this Settlement Agreement in a coordinated and consistent manner contingent on approval by the Quebec Court as provided for in this Settlement Agreement, on the express understanding that such modified definition shall not derogate from the respective rights of the Quebec Plaintiff and the Quebec Settling Defendants in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;
- N. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, the Actions, and all of the claims, allegations, or demands that were, or could have been, advanced therein in respect of Packaged Bread, as against the Settling Defendants;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Ontario Action be settled and dismissed with prejudice as against the Ontario Settling Defendants and the Quebec Action be settled without reservation against the Quebec Settling Defendants, all without costs to the Plaintiffs, the classes

they represent and seek to represent, or to the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1: DEFINITIONS

As used in this Settlement Agreement, including the recitals and attached Schedules, the capitalized terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in the Settlement Agreement that are not defined in this section 1 shall have the meanings ascribed to them elsewhere in the Settlement Agreement.

- (1) **Account** means an interest-bearing trust account at a Canadian Schedule 1 bank (a bank listed in Schedule 1 of the Bank Act, SC 1991, c 46) in Ontario under the control of the Trustee for the benefit of Settlement Class Members, as provided in the Settlement Agreement.
- (2) **Actions** means the Ontario Action and the Quebec Action, collectively.
- (3) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, the Distribution Protocol, including in relation to translation, the Notice Plans and providing Settlement Class Notices, the Trustee and the Account, the Settlement Administrators and the opt-out, objection and claims processes, and the Ongoing Litigation Holdback, but excluding Class Counsel Fees and Disbursements and Funder Entitlements.
- (4) **Card Program Payment** means the amount of ninety-six million Canadian dollars (CDN \$96,000,000) previously paid by the Settling Defendants to potential members of the Settlement Classes through the Loblaw Card Program.
- (5) **Civil Code of Quebec** means the *Civil Code of Quebec*, CQLR, c. CCQ-1991.
- (6) **Class Counsel** means Ontario Class Counsel and Quebec Class Counsel, collectively, who act as class counsel in their respective Actions.
- (7) **Class Counsel Fees and Disbursements** means all legal fees, costs, disbursements and interest plus applicable taxes incurred by Class Counsel in the Actions, including in

respect of the Settlement Approval Hearings and any related appeals in respect of this settlement as well as the oversight of the implementation of the Distribution Protocol and claims process.

- (8) **Code of Civil Procedure** means the *Code of Civil Procedure*, CQLR, c. C-25.01.
- (9) **Common Issue** is: Did the Ontario Settling Defendants, or any of them, engage in conduct that was contrary to section 45 of the *Competition Act* in effect from January 1, 2001 up to and including March 11, 2010 and/or contrary to section 45 of the *Competition Act* in effect from March 12, 2010 up to and including December 31, 2021 in respect of Packaged Bread? If so, what damages, if any, did members of the Ontario Settlement Class suffer?
- (10) **Competition Act** means the *Competition Act*, R.S.C. 1985, c. C-34, as amended.
- (11) **Courts** means the Ontario Court and the Quebec Court, collectively.
- (12) **Defendants** means (i) the entities named as defendants in the Actions against whom the respective Action has not been dismissed or discontinued, either before or after the date this Settlement Agreement is executed; and (ii) any person added as a defendant in either Action in the future. For certainty, Defendants includes the Settling Defendants and the Non-Settling Defendants.
- (13) **Distribution Protocol** means the rules and plan developed by Class Counsel, set out at Schedule "G", for distributing the Settlement Funds, in whole or part, for or to Settlement Class Members, as approved by the Courts in the Actions.
- (14) **Documents** mean all documents as defined in Rule 30.01 of the *Rules of Civil Procedure*.
- (15) **Effective Date** means the date when the Settlement Approval Orders received from the Courts approving this Settlement Agreement have both become Final Orders, and any rights to terminate this Settlement Agreement under sections 15.1(1), 15.1(3)(i) and 15.1(3)(ii) of this Settlement Agreement have expired.
- (16) **Excluded Persons** means: (i) each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the heirs, successors, and assigns of any of the foregoing; (ii) counsel of record of

any of the Defendants; (iii) the five (5) previous Opt-Outs from the Quebec Action; and (iv) all those otherwise in the Ontario Settlement Class or the Quebec Settlement Class that timely and validly opt out of their respective Action in conformity with the terms of this Settlement Agreement.

- (17) **Final Order** means a final order, judgment or equivalent decree entered by the applicable Court once the time to appeal such order, judgment, or decree has expired without any appeal being taken, if an appeal lies or once there has been affirmation of the order, judgment or decree upon a final disposition of all appeals.
- (18) **Funder Entitlements** means the amounts payable, if any, as a result of the litigation funding provided to the Plaintiffs for the Actions in accordance with the litigation funding agreement signed in Ontario on or around August 30, 2018 and approved by the Ontario Court by order dated October 29, 2018, and the litigation funding agreement signed in Quebec on or around July 18, 2019.
- (19) **Loblaw Card Program** means the card program described in the Ontario Court decision in *David et al. v. Loblaw et al.*, 2018 ONSC 198.
- (20) **Loblaw Card Program Administrator** means JND Legal Administration.
- (21) **Mediator** means the Honourable Geoffrey B. Morawetz, current Chief Justice of the Superior Court of Ontario, or such other judge of the Superior Court of Ontario as agreed to by the Parties acting reasonably.
- (22) **Non-Settling Defendant** means a Defendant in either Action that is not (i) a Settling Defendant; or (ii) a Defendant against whom the respective Action has been dismissed or discontinued, either before or after the date this Settlement Agreement is executed.
- (23) **Notice Plans** means the Ontario Notice Plan and the Quebec Notice Plan, collectively.
- (24) **Objection Filing Deadline** means the deadline by which a Settlement Class Member's written objection to the Settlement Agreement must be received by the Settlement Administrator appointed in the applicable Action in order to be timely and valid.
- (25) **Ongoing Litigation Holdback** means the sum of fifteen million dollars (CDN \$15,000,000) payable from the Settlement Payment (\$11,700,000 in the Ontario Action

and \$3,300,000 in the Quebec Action) to be held in the Account to be used exclusively by Class Counsel to fund the ongoing litigation in their respective Actions, including to cover the costs of disbursements and/or to provide indemnification to the Plaintiffs for adverse costs awards.

- (26) **Ontario Action** means the action filed in the Ontario Court with the title of proceedings *Marcy David et al., v. Loblaw Companies Limited, et al.*, bearing Court File No. CV-17-586063-00CP (Toronto).
- (27) **Ontario Class Counsel** means Strosberg Wingfield Sasso LLP and Orr Taylor LLP, collectively.
- (28) **Ontario Court** means the Ontario Superior Court of Justice.
- (29) **Ontario Notice Plan** means the reasonable notice plan for distributing the Settlement Class Notices to the Ontario Settlement Class proposed by Class Counsel, reviewed by counsel for the Ontario Settling Defendants, and approved by the Ontario Court.
- (30) **Ontario Plaintiffs** means the plaintiffs in the Ontario Action, Marcy David, Brenda Brooks, and Andrew Balodis, collectively.
- (31) **Ontario Pre-Approval Notice** means the form of notice approved by the Ontario Court to inform the Ontario Settlement Class of: (i) the amended certification order against the Ontario Settling Defendants in the Ontario Action for settlement purposes only; (ii) the process by which a potential member of the Ontario Settlement Class may opt out of the Ontario Action; (iii) the date and location of the Settlement Approval Hearing to seek approval of this Settlement Agreement in Ontario; and (iv) the principal elements of this Settlement Agreement and the process by which a Settlement Class Member may object to the settlement.
- (32) **Ontario Pre-Approval Order** means the order issued by the Ontario Court substantially in the form of Schedule "A": (i) amending the class certified against the Ontario Settling Defendants in the Ontario Action for settlement purposes only in accordance with this Settlement Agreement; (ii) approving the Opt-Out Filing Deadline, the Objection Filing Deadline and the opt out and objection processes; (iii) approving the Ontario Pre-Approval Notice and the Ontario Notice Plan, substantially in the form of Schedules "E1" and "E1.1"

and “F1”; and (iv) appointing the Ontario Settlement Administrator.

- (33) **Ontario Post-Approval Notice** means the form of notice as approved by the Ontario Court to inform the Ontario Settlement Class of the: (i) approval of the Settlement Agreement; and (ii) implementation of the Distribution Protocol and claims process.
- (34) **Ontario Settlement Administrator** means the third-party administrator proposed by Ontario Class Counsel, reviewed by counsel for the Ontario Settling Defendants, and appointed by the Ontario Court to implement and administer the Settlement Agreement and the Distribution Protocol, including the claims process, in the Ontario Action pursuant to the provisions of sections 11.1(1) and 11.1(2), and any of the appointed party’s employees.
- (35) **Ontario Settlement Approval Order** means the order issued by the Ontario Court approving the Settlement Agreement and dismissing the Ontario Action against the Ontario Settling Defendants, substantially in the form of Schedule “C”.
- (36) **Ontario Settlement Class** means all Persons resident anywhere in Canada except Quebec as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, purchased Packaged Bread either directly or indirectly.
- (37) **Ontario Settling Defendants** means Loblaw Companies Limited, George Weston Limited, Weston Foods (Canada) Inc., and Weston Bakeries Limited, collectively.
- (38) **Opt-Outs** means: (i) the five (5) members of the Quebec Settlement Class who previously opted out of the Quebec Action following its authorization by the Quebec Court; (ii) those potential members of the Ontario Settlement Class who timely and validly opt out of the Ontario Action in accordance with the Ontario Pre-Approval Order following amended certification of the Ontario Action against the Ontario Settling Defendants for settlement purposes; and (iii) those potential members of the Quebec Settlement Class, with purchases only in the period from December 20, 2019 to December 31, 2021, inclusive, who timely and validly opt out of the Quebec Action in accordance with the Quebec Pre-Approval Order following modification of the Quebec Settlement Class.
- (39) **Opt-Out Filing Deadline** means the last day that: (i) a potential member of the Ontario

Settlement Class, who resides anywhere in Canada, except Quebec, may opt out of the Ontario Action in conformity with the terms of the Settlement Agreement; and (ii) a potential member of the Quebec Settlement Class with purchases only in the period from December 20, 2019 to December 31, 2021, inclusive, may opt out of the Quebec Action in conformity with the terms of the Settlement Agreement, which date will be sixty (60) days after the respective Pre-Approval Notice is first published, or such other date that has been agreed by the Parties and ordered by the Courts. The Opt-Out Filing Deadline shall be the same date as the Objection Filing Deadline.

- (40) **Other Action(s)** means an action(s) or proceeding(s) in respect of Released Claims commenced by a Settlement Class Member(s) either before or after the Effective Date against a Settling Defendant(s) and/or a Released Party/Parties, other than the Actions.
- (41) **Packaged Bread** means any and all packaged bread products and bread alternatives produced or distributed by any of the current or future Defendants to the Actions, including but not limited to bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas, but excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed.
- (42) **Parties (and, individually, Party)** means the Plaintiffs and the Settling Defendants, and, where applicable, the Settlement Class Members.
- (43) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (44) **Plaintiffs** means the Ontario Plaintiffs and the Quebec Plaintiff, collectively.
- (45) **Pre-Approval Notices** means the Ontario Pre-Approval Notice and the Quebec Pre-Approval Notice, collectively.
- (46) **Post-Approval Notices** means the Ontario Post-Approval Notice and the Quebec Post-Approval Notice, collectively.
- (47) **Proportionate Liability** means that portion of any damages (including punitive damages,

if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the proportion of any judgment that, had the Settling Defendants not settled, the respective Courts would have apportioned to the Released Parties.

- (48) **Quebec Action** means the action filed in the Quebec Court, District of Montreal, under the heading *Govan c. Loblaw Companies Limited, et al.*, bearing Court File No. 500-06-000888-178.
- (49) **Quebec Class Counsel** means LPC Avocats and Renno Vathilakis Avocats Inc., collectively.
- (50) **Quebec Court** means the Superior Court of Quebec.
- (51) **Quebec Notice Plan** means the reasonable notice plan for distributing the Settlement Class Notices to the Quebec Settlement Class proposed by Quebec Class Counsel, reviewed by counsel for the Quebec Settling Defendants, and approved by the Quebec Court.
- (52) **Quebec Plaintiff** means the representative plaintiff in the Quebec Action, James Govan.
- (53) **Quebec Pre-Approval Notice** means the form of notice as approved by the Quebec Court to inform the Quebec Settlement Class of: (i) the date and location of the Settlement Approval Hearing to seek approval of this Settlement Agreement in Quebec; (ii) the principal elements of this Settlement Agreement and the process by which a Settlement Class Member may object to the settlement; and (iii) the Opt-Out Filing Deadline for potential members of the Quebec Settlement Class with purchases only in the period from December 20, 2019 to December 31, 2021, inclusive.
- (54) **Quebec Pre-Approval Order** means the judgment substantially in the form of Schedule “B” issued by the Quebec Court: (i) modifying the Quebec Settlement Class to include the period from December 20, 2019 to December 31, 2021, inclusive, and fixing the Opt-Out Filing Deadline by which those potential members of the Quebec Settlement Class added as a result of this modification may opt out of the Quebec Action; (ii) approving the Objection Filing Deadline and the objection process; (iii) approving the Quebec Pre-Approval Notice and the Quebec Notice Plan, substantially in the form of Schedules “E2”

and “E2.1” and “F2”; and (iv) appointing the Quebec Settlement Administrator.

- (55) **Quebec Post-Approval Notice** means the form of notice as approved by the Quebec Court to inform the Quebec Settlement Class of the: (i) approval of the Settlement Agreement; and (ii) implementation of the Distribution Protocol and claims process.
- (56) **Quebec Settlement Administrator** means the third-party administrator proposed by Quebec Class Counsel, reviewed by counsel for the Quebec Settling Defendants, and appointed by the Quebec Court to implement and administer the Settlement Agreement and the Distribution Protocol, including the claims process, in the Quebec Action pursuant to the provisions of sections 11.1(1) and 11.1(2), and any of the appointed party’s employees.
- (57) **Quebec Settlement Approval Order** means the judgment issued by the Quebec Court approving the Settlement Agreement and settling the Quebec Action without reservation against the Quebec Settling Defendants.
- (58) **Quebec Settlement Class** means all persons, partnerships and associations resident in Quebec who purchased at least one package of bread in between January 1, 2001 and December 31, 2021. The word “bread” in the class description means bread products and bread alternatives, produced or retailed by any of the Defendants in the Quebec Action, excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed.
- (59) **Quebec Settling Defendants** means Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Food Distribution Inc. and Weston Foods (Canada) Inc., collectively.
- (60) **Released Claims** means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, interest, penalties, fines, debts, expenses, counsel fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, choate or inchoate, which

the Releasing Parties ever had, now have, or hereafter can, shall or may have, representatively, derivatively, or in any other capacity, against the Released Parties arising from or relating in any way to any conduct alleged or that could have been alleged in and arising from the purchase, sale, pricing, discounting, manufacturing, marketing, offering or distributing of Packaged Bread in respect of any agreement, arrangement, combination, conspiracy or conduct that occurred during the Settlement Class Period, which shall be deemed to include any acts to conceal the conspiracy alleged in the Actions. However, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of warranty, securities, or similar claims between the Parties in respect of Packaged Bread; or (ii) claims concerning any product produced or sold by the Settling Defendants other than Packaged Bread.

- (61) ***Released Parties (and individually, Released Party)*** means, jointly and severally, the Settling Defendants and each of their past, present and future, direct and indirect parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the Canada Business Corporations Act, RSC 1985, c C-44), partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and each of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, legal or other representatives, trustees, servants and representatives, members, managers, partners and the predecessors, successors, purchasers, heirs, executors, administrators, insurers, spouses, family law claimants, creditors and assigns of each of the foregoing (whether or not they object to the settlement and whether or not they receive any distribution of the Settlement Funds), excluding always the Non-Settling Defendants and each of their respective successors and assigns.
- (62) ***Releasing Parties (and individually, Releasing Party)*** means the Plaintiffs and the Settlement Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries, trustees, agents and legal or other representatives (whether or not they object to the settlement and whether or not they receive any distribution of the Settlement Funds).
- (63) ***Rules of Civil Procedure*** means the *Rules of Civil Procedure*, RRO 1990, Reg. 194.

- (64) **Schedules** mean the schedules to this Settlement Agreement.
- (65) **Settlement Administrators** mean the Ontario Settlement Administrator and the Quebec Settlement Administrator, collectively.
- (66) **Settlement Agreement** means this proposed settlement agreement, including the recitals and Schedules.
- (67) **Settlement Amount** means the all-inclusive amount of five hundred million Canadian dollars (CDN \$500,000,000) which includes the Card Program Payment that was previously paid by the Settling Defendants under the Loblaw Card Program and all amounts referenced in section 3.1(3).
- (68) **Settlement Approval Hearings** mean the hearings to approve the motions brought in the Actions before the Courts for orders approving the settlement provided for in this Settlement Agreement in accordance with the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 and the *Code of Civil Procedure*.
- (69) **Settlement Approval Orders** means the Ontario Settlement Approval Order and the Quebec Settlement Approval Order, collectively.
- (70) **Settlement Classes** mean the Ontario Settlement Class and the Quebec Settlement Class, collectively.
- (71) **Settlement Class Member (and collectively "Settlement Class Members")** means a member(s) of the Settlement Classes who is not an Opt-Out or an Excluded Person.
- (72) **Settlement Class Notices** means the English and French versions of the notices as set forth in section 12.1.
- (73) **Settlement Class Period** means the period from January 1, 2001 to December 31, 2021, inclusive.
- (74) **Settlement Funds** means: (i) the Settlement Payment; plus (ii) the interest or income earned on the Settlement Payment minus the taxes payable thereon; less (iii) the approved Funder Entitlements, Class Counsel Fees and Disbursements and Administration Expenses.

- (75) **Settlement Payment** means the all-inclusive amount of four hundred and four million Canadian dollars (CDN \$404,000,000), being the Settlement Amount less the Card Program Payment.
- (76) **Settling Defendants** means the Ontario Settling Defendants and the Quebec Settling Defendants, collectively.
- (77) **Trustee** means the BMO Trust Company of Canada or such other trustee proposed by Class Counsel and agreed to by the Settling Defendants to hold and administer the Account as provided in the Settlement Agreement.

SECTION 2: SETTLEMENT CERTIFICATION, NOTICE AND SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to give effect to this settlement and to secure the prompt, complete and final approval and implementation of the Settlement Agreement, the final dismissal with prejudice of the Ontario Action as against the Ontario Settling Defendants and the settlement without reservation of the Quebec Action against the Quebec Settling Defendants.

2.2 Pre-Approval Motions

- (1) As soon as practicable after this Settlement Agreement is executed, the Plaintiffs shall bring motions before their respective Courts, for orders approving their respective Pre-Approval Order.
- (2) The Plaintiffs in each Action will provide the Settling Defendants in their Action all materials they intend to file in the applicable pre-approval motions in advance of filing and will provide those Settling Defendants the opportunity to review and comment on these materials. The Plaintiffs in each Action will reasonably consider any comments they receive from the Settling Defendants in their Action before finalizing and filing their materials.
- (3) The order sought in the Ontario Action shall be substantially in the form of the Ontario Pre-Approval Order attached hereto as Schedule "A" and the judgment sought in the Quebec

Action shall be substantially in the form of the Quebec Pre-Approval Order attached hereto as Schedule “B” or such form as shall reasonably be agreed to between Class Counsel and counsel for the Settling Defendants in their respective jurisdiction.

- (4) The Parties agree that the Ontario pre-approval motion shall seek amendment of the certification order in the Ontario Action as against the Ontario Settling Defendants solely for purposes of settlement of the Ontario Action and the approval of this Settlement Agreement by the Ontario Court and the only class that the Ontario Plaintiffs will assert is the Ontario Settlement Class and the only common issue that they will seek to define is the Common Issue.
- (5) The Parties agree that the Quebec pre-approval motion shall seek to modify the definition of the authorized class against the Quebec Settling Defendants only for the Quebec Settlement Class, solely for purposes of settlement of the Quebec Action and the approval of the Settlement Agreement by the Quebec Court and the only modification that they will seek is to include the period from December 20, 2019 to December 31, 2021, inclusive.
- (6) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Parties agree that: (i) any amended certification of the Ontario Action for settlement purposes pursuant to this Settlement Agreement, including the definition of the Ontario Settlement Class and the statement of the Common Issue; and (ii) any modified definition of the class in the Quebec Action for the Quebec Settlement Class, including the period from December 20, 2019 to December 31, 2021, inclusive, shall be without prejudice to any position that any of the Parties may later take on any issue in the Actions or any other litigation, including class definition.

2.3 Motions Seeking Approval of the Settlement Agreement

- (1) As soon as practicable after: (i) the Pre-Approval Orders have become Final Orders; (ii) the Pre-Approval Notices have been published; (iii) the Opt-Out Filing Deadline and the Objection Filing Deadline have expired; and if the Settlement Agreement has not been terminated or set aside pursuant to its terms, the Plaintiffs shall bring motions before their respective Court for orders granting the Settlement Approval Orders, which will embody the applicable provisions of this Settlement Agreement.

- (2) The Plaintiffs in each Action will provide the Settling Defendants in their Action all materials they intend to file in the approval motion in advance of filing and will provide them the opportunity to review and comment on these materials. The Plaintiffs in each Action will reasonably consider any comments they receive from the Settling Defendants in their Action before finalizing and filing their materials.
- (3) This Settlement Agreement shall only become final if complementary Settlement Approval Orders are granted in the Actions and the Effective Date occurs.

2.4 Pre-Motion Confidentiality of Settlement Agreement

- (1) Until the date of execution of this Settlement Agreement, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendants and Class Counsel, except as required for financial reporting purposes, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law (including applicable securities laws, rules and regulations). In the event that any such disclosure is required, the Party required to make such disclosure shall provide the other Parties with prompt prior written notice (to the extent practicable and permitted by law) of such requirement so that the other Parties may seek an appropriate protective order or other remedy at its sole cost and expense and, in any case, a Party may only disclose that portion of the information contained in this Settlement Agreement that is required to be disclosed in the circumstances.
- (2) Upon the date of execution of this Settlement Agreement, Class Counsel may disclose the existence and terms of this Settlement Agreement to the Courts and Non-Settling Defendants.
- (3) The Parties shall act in good faith to ensure that any public statements, comments or communications regarding the Ontario Action, the Quebec Action or this Settlement Agreement are balanced, fair, accurate and free from disparagement.

2.5 Attornment to the Jurisdiction of the Courts

- (1) For the purposes of implementation, administration and enforcement of the Settlement Agreement and the Settlement Approval Orders, the Courts will retain an ongoing

supervisory role and the Settling Defendants acknowledge the jurisdiction of the Courts and will attorn to the jurisdiction of the respective Court solely for the purpose of implementing, administering, and enforcing the Settlement Agreement and subject to the terms and conditions set out in the Settlement Agreement.

2.6 Joint and Several Responsibility

- (1) The Settling Defendants' obligations to comply with the requirements of the Settlement Agreement are joint and several among them. Any legal successor or assign of any Settling Defendant entity shall remain jointly and severally liable for the payment and other performance obligations hereunder.

SECTION 3: SETTLEMENT BENEFITS

3.1 The Settlement Amount

- (1) The Parties agree to settle the Actions for the cooperation contemplated in section 4.1(1) and Schedule "D" and the Settlement Amount, comprised of payment of the Settlement Payment as provided in section 3.2(1) and the Card Program Payment previously paid by the Settling Defendants, in full satisfaction of the Released Claims against the Released Parties. The Settlement Amount shall be notionally allocated between the Actions seventy-eight percent (78%) to the Ontario Action to and for the benefit of the Ontario Settlement Class and twenty-two percent (22%) to the Quebec Action to and for the benefit of the Quebec Settlement Class.
- (2) The Parties agree that the portion of the Settlement Amount allocated to the Quebec Settlement Class provides for collective recovery and that it is subject to the *Act respecting the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1., the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, RLRQ, c. F-3.2.0.1.1., r. 2 and the *Code of Civil Procedure*.
- (3) The Settlement Amount shall be all inclusive. The Released Parties shall have no obligation to pay any further amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of the Settlement Agreement or the Actions. For the avoidance of doubt, the Settlement Amount is inclusive of, amongst other things and without limiting the generality of the foregoing:

- (a) all amounts claimed by the Ontario Plaintiffs against the Ontario Settling Defendants in the Ontario Action, including for greater certainty any claims against the Ontario Settling Defendants which are the subject of the Ontario Plaintiffs' motion for leave to appeal to the Ontario Court of Appeal in Court of Appeal File No. COA-24-OM-0093 dismissed on October 25, 2024;
- (b) all amounts claimed by the Quebec Plaintiff against the Quebec Settling Defendants in the Quebec Action;
- (c) all interest amounts that are claimed or could be claimed in the Actions by the Settlement Classes;
- (d) all Class Counsel Fees and Disbursements;
- (e) all Administration Expenses;
- (f) any and all Funder Entitlements; and
- (g) any previous outstanding costs awarded to the Plaintiffs to be paid by the Settling Defendants, separate payment of which the Plaintiffs waive except as provided in section 15.3(1) in the event the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason.

3.2 Payment of the Settlement Payment

- (1) Within thirty (30) days after the execution of this Settlement Agreement, the Settling Defendants shall pay the Settlement Payment to the Trustee for deposit into the Account. The Trustee shall hold the Settlement Payment in trust invested in cash and cash equivalents and maintain and administer the Account as provided for in this Settlement Agreement.
- (2) The Trustee shall not pay out all or any part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Ontario Court or Quebec Court, and in any event, after appeals related thereto, if any, have been disposed of.
- (3) The Settling Defendants will not have a reversionary interest in the Settlement Payment

or any of the interest or income earned thereon. The Parties agree that:

- (a) if there are funds remaining in the Account allocated to either Action, other than the Ongoing Litigation Holdback, that are not paid out after all distributions to and for the benefit of the Settlement Classes are complete and all Administration Expenses in that Action (other than the Ongoing Litigation Holdback) are paid, the Fonds d'aide aux actions collectives will receive the share of that balance in the Quebec Action to which it is entitled by law, if any. The remainder of such balance in either Action will be paid *cy-près* to a registered charity or not-for-profit organization (or charities and/or not-for-profit organizations) connected to addressing food security in Canada (including, but not limited to, food banks and/or school food programs), selected by Class Counsel in the Action and approved by the Court for that Action; and
 - (b) if there are any funds remaining in the Account in respect of the Ongoing Litigation Holdback allocated to either Action at the conclusion of that Action, the Fonds d'aide aux actions collectives will receive the share of that balance in the Quebec Action to which it is entitled by law, if any. The remainder of such balance in either Action will be paid *cy-près* to the charity or not-for-profit organization (or charities and/or not-for-profit organizations) approved by the Court for that Action in accordance with section 3.2(3)(a).
- (4) Notwithstanding section 3.2(3), the Settling Defendants will have a reversionary interest in the Settlement Payment and the interest or income earned thereon (less any taxes paid on the interest or income as provided in section 3.3(2) and 3.3(3)) in the event the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, in which case repayment shall be in accordance with the provisions of section 15.3(1).
 - (5) The Settling Defendants' obligation to make the Settlement Payment as particularized in section 3.2(1) of this Settlement Agreement shall not be affected by the release provisions contained in section 8 of this Settlement Agreement.

3.3 Taxes and Interest

- (1) Except as hereinafter provided in this section 3.3, all interest or income earned on the

Settlement Payment shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Account.

- (2) Subject to section 3.3(3), all taxes payable on any interest or income which accrues on the Settlement Payment in the Account or otherwise in relation to the Settlement Payment shall be the responsibility of the Settlement Classes and the Settling Defendants shall not be responsible for any such amount. The Trustee shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Payment in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Account shall be paid from the Account.
- (3) The Settling Defendants shall have no responsibility to make any filings relating to the Account and shall have no responsibility to pay tax on any income earned by the monies in the Account or pay any taxes on any income earned by the Settlement Payment or pay any taxes on the monies in the Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest or income earned on the monies in the Account shall be paid to the Settling Defendants in proportion to their contributions who, in such case, shall be responsible for the payment of all taxes on such interest or income not previously paid by the Trustee.

3.4 Material Term

- (1) The payment of the Settlement Payment as provided in section 3.2(1) of this Settlement Agreement shall be a material term of the Settlement Agreement and the failure to do so shall give rise to a right of termination pursuant to section 15.1(3)(i) of this Settlement Agreement.
- (2) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 3.1(1), 3.1(3), 3.2(3) and 3.2(4) shall be material terms of the Settlement Agreement and the failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 15.1(1) of this Settlement Agreement.

SECTION 4: COOPERATION

4.1 Terms of Cooperation

- (1) Subject to the limitations set forth in this Settlement Agreement, the Settling Defendants agree to provide cooperation to the Plaintiffs and Class Counsel in accordance with the requirements of Schedule "D" of the Settlement Agreement.
- (2) The Settling Defendants' obligation to provide cooperation as particularized in Schedule "D" of this Settlement Agreement shall not be affected by the release provisions contained in section 8 of this Settlement Agreement.

4.2 Material Term

- (1) The cooperation contemplated in section 4.1(1) and Schedule "D" to this Settlement Agreement shall be a material term of the Settlement Agreement and the failure of the Courts to approve the cooperation contemplated shall give rise to a right of termination pursuant to section 15.1(3)(ii) of this Settlement Agreement.

SECTION 5: DISTRIBUTION OF THE SETTLEMENT FUNDS

5.1 Distribution Protocol

- (1) Contemporaneous with seeking approval of this Settlement Agreement or at such other time as shall reasonably be agreed by the Parties, the Plaintiffs will bring motions seeking orders from the Courts approving the Distribution Protocol, substantially in the form of Schedule "G". Subject to any amendments by the Courts, the Settlement Class Members shall be compensated pursuant to the Distribution Protocol.
- (2) The Settling Defendants shall have no standing at the motion for approval of the Distribution Protocol.
- (3) The monies in the Account shall be treated in accordance with this Settlement Agreement and the provisions of the Distribution Protocol once approved, subject to the directions of the Courts concerning the timing of the claims process required by the Distribution Protocol.
- (4) Except as provided in section 13.1(2), the Settling Defendants shall have no obligations relating to the Distribution Protocol, including no obligation to produce any information,

data or documents for the purposes of determining or implementing the Distribution Protocol. The Settling Defendants will identify available sales data that permits the Plaintiffs to determine the proportion of the Settling Defendants' sales that occurred at the wholesale and retail level.

- (5) The Settling Defendants will take no position on the validity of any claim submitted to the Settlement Administrators pursuant to the Distribution Protocol.

5.2 No Responsibility for Administration or Fees

- (1) Without limiting the Settling Defendants' obligations under the Settlement Agreement to pay the Settlement Payment and provide the cooperation required herein, the Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of the Settlement Payment including, but not limited to, Administration Expenses, Funder Entitlements and Class Counsel Fees and Disbursements, except in the event of the termination of the Settlement Agreement as provided in section 15.
- (2) Without limiting the Settling Defendants' obligations under the Settlement Agreement to pay the Settlement Payment and provide the cooperation required herein, the Settling Defendants shall have no responsibility, financial obligations or liability whatsoever with respect to the implementation, supervision or administration of the Settlement Agreement, and/or Distribution Protocol or the claims process required by the Distribution Protocol.

5.3 Material Terms

- (1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 5.1(4), 5.2(1), and 5.2(2) shall be material terms of the Settlement Agreement and the failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 15.1(1) of this Settlement Agreement.

SECTION 6: RIGHTS TO OPT OUT

6.1 Opt-Out Process

- (1) The Settlement Administrators shall receive any written elections to opt out of the Actions.
- (2) A potential member of the Settlement Classes may opt out of their respective Action by

sending a written election to opt out signed by the Person, by pre-paid mail or email to the Settlement Administrator as directed in the Pre-Approval Notice contemplated by section 12.2(1).

- (3) An election to opt out will only be effective if it is actually received by the Settlement Administrator on or before midnight PST on the Opt-Out Filing Deadline.
- (4) All written elections to opt out must be personally signed by the potential Settlement Class Member and contain the following information in order to be effective:
 - (a) the full name, current address, telephone number and email address (if applicable) of the potential member of the Ontario Settlement Class or the Quebec Settlement Class and any former names which are relevant to the purchase of Packaged Bread: (i) during the Settlement Class Period for Persons in the Ontario Action; or (ii) only during the period December 20, 2019 to December 31, 2021, inclusive, for Persons in the Quebec Action;
 - (b) the applicable title of proceedings (for the Ontario Action: Marcy David et al., v. Loblaw Companies Limited, et al., No. CV-17-586063-00CP, and for the Quebec Action: Govan c. Loblaw Companies Limited, et al., No. 500-06-000888-178); and
 - (c) a statement that the potential Settlement Class Member requests to be excluded from the Ontario Action or the Quebec Action, as applicable.
- (5) All Settlement Class Members who do not timely and validly opt out of the Ontario Action or the Quebec Action, as applicable, will, in all respects, be bound by all terms of the Settlement Agreement, as approved by the Settlement Approval Orders as of the Effective Date.
- (6) The Settlement Administrators will provide copies of all opt-out elections to Class Counsel and counsel for the Settling Defendants in that Action within three (3) days after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form.
- (7) The Settlement Administrators shall, seven (7) days before the respective scheduled Settlement Approval Hearing, serve on Class Counsel and counsel for the Settling Defendants in that Action for filing with their Court an affidavit reporting on the number of opt-out elections received in their Action on or before the Opt-Out Filing Deadline, with

copies of such opt-out elections.

- (8) For clarity, notice of the authorization of the Quebec Action was previously given to the Quebec Settlement Class and the deadline for Persons who purchased Packaged Bread during the period January 1, 2001 to December 19, 2019, inclusive, to opt out of the Quebec Action has passed. Those members of the Quebec Settlement Class are no longer permitted to opt out of the Quebec Action. Those potential members of the Quebec Settlement Class who purchased at least one package of bread only during the period from December 20, 2019 to December 31, 2021, inclusive, are permitted to opt out in conformity with the terms of this Settlement Agreement.

SECTION 7: RIGHT TO OBJECT TO THE SETTLEMENT AGREEMENT

7.1 Objection Process

- (1) The Settlement Administrator appointed in each Action shall receive any written objections to the Settlement Agreement in their respective Action.
- (2) Settlement Class Members in the Actions may object to the Settlement Agreement by sending a written objection signed by the Settlement Class Member, by pre-paid mail or email to the Settlement Administrator appointed in their respective Action as directed in the applicable Pre-Approval Notice.
- (3) Written objections to the Settlement Agreement must be received by the appropriate Settlement Administrator on or before midnight PST on the Objection Filing Deadline.
- (4) All written objections to the Settlement Agreement must be personally signed by the Settlement Class Member and contain the following information in order to be effective:
 - (a) the full name, current address, telephone number and email address (if applicable) of the Settlement Class Member;
 - (b) the applicable title of proceedings (for the Ontario Action: *Marcy David et al., v. Loblaw Companies Limited, et al.*, No. CV-17-586063-00CP, and for the Quebec Action: *Govan c. Loblaw Companies Limited, et al.*, No. 500-06-000888-178);
 - (c) a brief statement of the nature of and reason for the objection to the Settlement

Agreement; and

- (d) whether the Settlement Class Member intends to appear in person or by counsel at the applicable Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number and email address of counsel.
- (5) The Settlement Administrator in each Action will provide copies of all written objections in the applicable Action to Class Counsel and counsel for the Settling Defendants in that Action within three (3) days after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form.
- (6) The Settlement Administrator in each Action shall, seven (7) days before the respective scheduled Settlement Approval Hearing in their Action, serve on Class Counsel and counsel for the Settling Defendants in that Action for filing with the applicable Court an affidavit reporting on the number of written objections received in their Action on or before the Objection Filing Deadline along with copies of the applicable written submissions.

SECTION 8: RELEASES AND DISMISSALS

8.1 Release of Released Parties

- (1) In consideration of the Settlement Agreement, the Releasing Parties, jointly and severally, individually and collectively, will fully, finally, and forever waive, release, relinquish, and discharge the Released Claims against the Released Parties.
- (2) The release by the Releasing Parties in favour of the Released Parties covers the Released Claims. However, for certainty, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of warranty, securities, or similar claims between the Parties that relate to Packaged Bread; or (ii) claims concerning any product produced or sold by the Settling Defendants other than Packaged Bread.
- (3) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims against the Released Parties and, in furtherance of such intention, this release shall be and remain in effect notwithstanding

the discovery or existence of additional or different facts.

- (4) As of the date the Settlement Approval Orders of the Courts approving the Settlement Agreement become Final Orders, each of the Releasing Parties: (i) shall be deemed to have, and by operation of those Final Orders shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims that the Releasing Parties, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have against the Released Parties, regardless of whether such Releasing Parties participates in the distribution of the Settlement Payment; (ii) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties; and (iii) agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Parties for any Released Claims.
- (5) For greater certainty regarding the Quebec Action, it is further understood and agreed that this release by the Releasing Parties constitutes a partial express release within the meaning of article 1690 of the *Civil Code of Quebec* and a partial waiver of solidarity liability in favour of the Released Parties only.

8.2 Covenant Not to Sue

- (1) Notwithstanding section 8.1, for any Settlement Class Member resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasing Parties do not release the Released Parties but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties in respect of the Released Claims.

8.3 Dismissal of the Actions

- (1) Upon the Effective Date, the Ontario Action shall be dismissed with prejudice and without costs as against the Ontario Settling Defendants.
- (2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Quebec Settling Defendants, and the Parties shall sign and file a declaration of settlement out of court in the Quebec Court in respect of the Quebec Action.

8.4 Dismissal of Other Actions

- (1) Upon the Effective Date, each member of the Ontario Settlement Class who does not timely and validly opt out shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Action(s) against the Released Parties.
- (2) Upon the Effective Date, all Other Actions commenced in Ontario by any member of the Ontario Settlement Class who did not timely and validly opt out shall be dismissed against the Released Parties, without costs and with prejudice.
- (3) Upon the Effective Date, each member of the Quebec Settlement Class shall be deemed to irrevocably consent to the settlement, without costs and without reservation, of his, her or its Other Actions against the Released Parties, in application of article 580 of the *Code of Civil Procedure*.
- (4) Upon the Effective Date, each Other Action commenced in Quebec by a member of the Quebec Settlement Class shall be dismissed as against the Released Parties, without costs and without reservation, in application of article 580 of the *Code of Civil Procedure*.

8.5 Reservation of Claims

- (1) This Settlement Agreement shall resolve the claims of Settlement Class Members only in respect of the Released Claims.

8.6 Claims Against Other Entities Reserved

- (1) Except as provided herein, this Settlement Agreement does not settle, compromise, release, limit or preclude in any way whatsoever any claim made or which may be made by Settlement Class Members in respect of the Released Claims against any Person other than the Released Parties, including but not limited to the Non-Settling Defendants or unnamed co-conspirators in the Actions.

8.7 Impact of Dismissals

- (1) The Parties agree that the dismissals, declarations of settlement, and consents to dismissal, set out in sections 8.3 and 8.4 shall not alter, negate or otherwise have any impact or effect on the releases of the Released Claims by the Releasing Parties in favour of the Released Parties that are set out in sections 8.1 and 8.2 of this Settlement

Agreement.

- (2) The Settling Defendants' obligation to make the Settlement Payment as provided in section 3.2(1) and to provide cooperation as particularized in section 4.1(1) and Schedule "D" of this Settlement Agreement shall not be affected by the dismissal provisions contained in section 8 of this Settlement Agreement.

8.8 Material Terms

- (1) The form and content of the releases and covenants not to sue contemplated in sections 8.1 and 8.2 shall be considered material terms of the Settlement Agreement and the failure of the Courts to approve the releases and covenants not to sue contemplated in sections 8.1 and 8.2 shall give rise to a right of termination pursuant to section 15.1(1) of the Settlement Agreement.
- (2) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 8.3 to 8.7 shall be material terms of the Settlement Agreement and the failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 15.1(1) of this Settlement Agreement.

SECTION 9: BAR ORDERS

9.1 Bar Orders

- (1) Class Counsel will seek orders in their respective Action including, to the extent such claims are recognized at law, bar orders for all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the claims that were made, or which could reasonably have been made, in the Actions, by any Non-Settling Defendant, or any named or unnamed co-conspirator that is not a Released Party (with the exception of any claims made by the Opt-Outs).
- (2) If either Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (a) the Plaintiffs and Class Members in the applicable Action shall not be entitled to claim or recover the Proportionate Liability from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that

is not a Released Party;

- (b) the Plaintiffs and Class Members in the applicable Action shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Released Party, only claims for damages (including punitive damages, if any), restitutionary awards, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Released Party to the Plaintiffs and Class Members, if any, and, for greater certainty, the Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Released Party, to the extent provided by law;
- (c) a Non-Settling Defendant may, on motion to the applicable Court, determined as if the Settling Defendants remained parties to the applicable Action, and on at least sixty (60) days' notice to counsel for the Settling Defendants, and not to be brought unless and until the applicable Action against the Non-Settling Defendants has been certified/authorized and all appeals or times to appeal have been exhausted, seek orders for the following:
 - (i) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the applicable court rules;
 - (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (iii) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants;
- (d) the Settling Defendants retain all rights to oppose such motion(s) brought pursuant to section 9.1(2)(c). Moreover, nothing herein restricts the Settling Defendants

from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of information obtained from discovery in accordance with section 9.1(2)(c). Notwithstanding any provision in a Court order approving the Settlement Agreement, on any motion brought pursuant to section 9.1(2)(c), the applicable Court may make such orders as to costs and other terms as it considers appropriate; and

- (e) to the extent that such an order is granted pursuant to section 9.1(2)(c) and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel in the applicable Action without charge within twenty (20) days of such discovery being provided to a Non-Settling Defendant(s).

9.2 Material Terms

- (1) The Parties acknowledge that the orders specified in section 9.1(1) and section 9.1(2) shall be considered material terms of the Settlement Agreement and the failure of the Courts to make the orders contemplated in section 9.1(1) or approve section 9.1(2) shall give rise to a right of termination pursuant to section 15.1(1) of the Settlement Agreement.

SECTION 10: EFFECT OF SETTLEMENT

10.1 No Admission of Liability

- (1) The Plaintiffs and Released Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Plaintiffs and Released Parties further agree that whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Actions or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

10.2 Agreement Not Evidence

- (1) The Plaintiffs and Released Parties agree that, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of the Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

10.3 No Further Litigation

- (1) The Plaintiffs may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person in respect of the Released Claims, except in relation to the continued prosecution of the Actions or any proceedings as against any Non-Settling Defendant or other named or unnamed co-conspirators who are not a Released Party.
- (2) Neither the Plaintiffs nor Class Counsel may divulge to anyone for any purpose, any Document or information obtained from the Settling Defendants in the course of the Actions or the negotiation and preparation of this Settlement Agreement, except to the extent permitted by the provisions of this Settlement Agreement, or such information is otherwise publicly available, or unless ordered to do so by a Court in Canada.

10.4 Material Terms

- (1) The Parties acknowledge that the terms of this Settlement Agreement set out in section 10.3(1) and section 10.3(2) shall be material terms of the Settlement Agreement and the failure of the Courts to approve these terms shall give rise to a right of termination pursuant to section 15.1(1) of this Settlement Agreement.

SECTION 11: ADMINISTRATION

11.1 Appointment of the Settlement Administrators

- (1) The Plaintiffs, through Class Counsel, will take reasonable steps to identify and recommend for appointment by the Courts a Settlement Administrator for each Action that:
 - (i) will receive and report on Opt-Outs in their respective Action as set forth in section 6.1;
 - (ii) will receive and report on written objections in their respective Action as set forth in section 7.1;
 - (iii) will consult on the Notice Plan and implement Settlement Class Notices for their respective Action as set forth in section 12.3 of this Settlement Agreement; and,
 - if the Settlement Agreement is approved by the Courts, (iv) will assume full responsibility for execution of the Distribution Protocol and claims process in their respective Action in a timely and proper manner;
 - (v) agrees to carry out its responsibilities in their respective Action in accordance with the Settlement Agreement and the Distribution Protocol in a timely and proper manner; and
 - (vi) has sufficient insurance for any actions or omissions that it takes in respect of the Distribution Protocol and the claims process in their respective Action, which insurance will extend to any liability asserted against the Settling Defendants, Plaintiffs, and Class Counsel in respect of the Distribution Protocol or claims process in their respective Action and will name the Settling Defendants, Plaintiffs, and Class Counsel as additional insureds, and the consequences in respect thereof.
- (2) The Settling Defendants will have the right to review each Settlement Administrator's insurance policy in advance of the Plaintiffs recommending their appointment to the Court in their respective Action to confirm the existence, scope, and sufficiency of the insurance referred to in section 11.1(1).

SECTION 12: NOTICE TO SETTLEMENT CLASSES

12.1 Settlement Class Notices

- (1) The Settlement Classes in the Actions shall be given the following Settlement Class Notices: (i) the applicable Pre-Approval Notice for their respective Action; (ii) notice of termination if the Settlement Agreement is terminated or otherwise fails to take effect after Pre-Approval Notices have been provided; (iii) the applicable Post-Approval Notice in their respective Action; and (iv) such other notices as may be ordered by the Courts.

12.2 Form of Pre-Approval Notices

- (1) The Pre-Approval Notices for the Actions shall be substantially in the form attached hereto as Schedules "E1" and "E1.1" and "E2" and "E2.1", or such form ordered by the Courts.

12.3 Method of Disseminating Settlement Class Notices

- (1) The Settlement Class Notices for each Action shall be disseminated by means of the methods provided for in the Notice Plan for the applicable Action attached hereto as Schedules "F1" and "F2", or by such other methods subsequently recommended by the Settlement Administrator in the applicable Action and ordered by the Court in that Action.
- (2) The Settlement Administrators shall implement the applicable Notice Plan for the dissemination of the Pre-Approval Notice for their respective Action and such other Settlement Class Notices as may be required and/or ordered for the Actions.
- (3) The Settlement Administrator in each Action shall, seven (7) days before the scheduled Settlement Approval Hearing in their Action, or as soon as ordered by their respective Court, serve on Class Counsel and counsel for the Settling Defendants in that Action for filing with the Court, proof, by affidavit, of the dissemination of the applicable Pre-Approval Notice in accordance with the applicable Notice Plan.

12.4 Post-Approval Notices

- (1) The form and timing of Post-Approval Notices for the Actions shall be determined by each Court on a motion brought by Class Counsel in the applicable Action. The Settling Defendants will have the right to review and comment on the Post-Approval Notices and any related motion material in advance of a motion brought by Class Counsel to approve the Post-Approval Notices.

12.5 Settling Defendants Not Responsible for the Costs of Notice

- (1) For greater clarity, subject to section 15.3(1) if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect, the Settling Defendants shall have no responsibility for any costs and expenses relating to providing Settlement Class Notices as required by this section 12 or otherwise.

SECTION 13: ADMINISTRATION AND IMPLEMENTATION

13.1 Timing and Mechanics of Administration

- (1) Contemporaneous with seeking the Pre-Approval Orders, or at such other time as shall reasonably be agreed by the Parties, the Plaintiffs will bring motions seeking orders from the Courts appointing a Settlement Administrator in each Action.
- (2) Following the appointment of the Settlement Administrators, the Loblaw Card Program Administrator will transfer the Loblaw Card Program data that applies in each Action to the appropriate Settlement Administrator for its use in relation to the Notice Plan and the Distribution Protocol for the Action.
- (3) Except to the extent provided for in this Settlement Agreement, the mechanics and timing of the implementation and administration of the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.
- (4) Subject to any amendments by the Courts, the Settlement Administrators shall administer the Distribution Protocol and claims process as provided in the Distribution Protocol.

13.2 Protection for Persons Involved in the Settlement Administration

- (1) The Settling Defendants will not oppose the Plaintiffs and Class Counsel seeking orders from the Courts providing that no Person may bring any action or take any proceedings against the Settlement Administrator appointed in their respective Action or the Trustee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the implementation of the Settlement Approval Orders and the Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Payment, other than for liabilities as a result of a Settlement Administrator's or the Trustee's own actual fraud, dishonesty or negligence and only with the leave of the Court having jurisdiction.
- (2) The Settling Defendants will not oppose Plaintiffs and Class Counsel seeking orders from the Courts providing that no Person may bring any action or take any proceedings against Class Counsel in their respective Action or any of their employees, agents, partners,

associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Settlement Approval Orders and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment, including, but not limited to, Trustee fees, other than for liabilities as a result of Class Counsel's own willful or fraudulent misconduct and only with the leave of the Court having jurisdiction.

- (3) The Plaintiffs will seek orders from the Courts providing that no Person may bring any action or take any proceedings against the Settling Defendants or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator or the Quebec Settlement Administrator, the implementation of the Settlement Approval Orders and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment, including, but not limited to, Trustee fees, other than for liabilities as a result of the Settling Defendants' own willful or fraudulent misconduct and only with the leave of the Court having jurisdiction.
- (4) The Plaintiffs will seek orders from the Courts providing that no Person may bring any action or take any proceedings against the Loblaw Card Program Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator or the Quebec Settlement Administrator, the implementation of the Settlement Approval Orders and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process other than for liabilities as a result of the Loblaw Card Program Administrator's own willful or fraudulent misconduct and only with the leave of the Court having jurisdiction.

13.3 Reporting

- (1) Within sixty (60) days of the completion of their respective obligations under the Settlement Agreement, the Trustee and the Settlement Administrator in each Action shall communicate to the Parties in their respective Action(s) their final report regarding administration of their obligations.
- (2) Within sixty (60) days of the reception of the reports provided to them in section 13.3(1), the Quebec Plaintiff and Quebec Settling Defendants will cooperate to prepare and submit a joint application for a closing judgment to the Quebec Court, suggesting that a decision be made on docket.
- (3) If required by the Ontario Court or under Ontario law, the Ontario Plaintiffs and Ontario Settling Defendants will jointly submit the reports provided to them in section 13.3(1) within sixty (60) days to the Ontario Court and the Ontario Plaintiffs will request, and submit to the Ontario Court, any additional information from the Trustee or Ontario Settlement Administrator as required.

SECTION 14: CLASS COUNSEL FEES AND DISBURSEMENTS, FUNDER ENTITLEMENTS AND ADMINISTRATION EXPENSES

14.1 Class Counsel Fees and Disbursements, Funder Entitlements and Administration Expenses

- (1) Class Counsel is authorized to instruct the Trustee to pay the Administration Expenses in respect of: (i) any translation required by section 16.13; (ii) any Settlement Class Notices required by section 12.1 and the Notice Plans; (iii) the Trustee and Account; and (iv) the Settlement Administrators from the Account, as they become due.
- (2) Class Counsel in each action may seek the Court's approval to pay Class Counsel Fees and Disbursements, Funder Entitlements and/or Administration Expenses contemporaneous with seeking approval of this Settlement Agreement in their Action, or at such other time as they shall determine in their sole discretion, provided that Funder Entitlements, Class Counsel Fees and Disbursements and the Ongoing Litigation Holdback shall not be paid from the Settlement Payment in the event this Settlement Agreement is not approved, is terminated or otherwise fails to take effect.

- (3) The Ontario Court shall have exclusive jurisdiction over the Class Counsel Fees and Disbursements to be awarded in relation to that portion of the Settlement Amount allocated to the Ontario Action and the Quebec Court shall have exclusive jurisdiction over the Class Counsel Fees and Disbursements to be awarded in relation to that portion of the Settlement Amount allocated to the Quebec Action.
- (4) The Settling Defendants will take no position on Class Counsel Fees and Disbursements in the Actions. The Settling Defendants will take no position and make no submissions in the approval process in their respective Action to determine the amount of Class Counsel Fees and Disbursements in that Action.
- (5) Except as provided in sections 14.1(1) and 15.3(1), Class Counsel Fees and Disbursements, Funder Entitlements and Administration Expenses in the Actions may only be paid out of the Account after the Effective Date.
- (6) Subject to section 15.3(1), the Settling Defendants shall not be liable for any fees, disbursements or taxes, including Class Counsel Fees and Disbursements, of any lawyers, experts, advisors, agents, or representatives of Class Counsel, the Plaintiffs, or the Settlement Class Members.
- (7) The Trustee shall allocate the payment of Class Counsel Fees and Disbursements, Funder Entitlements and/or Administration Expenses incurred solely in respect of either Action to the applicable Action and allocate Funder Entitlements and/or Administration Expenses incurred for the benefit of both Actions to each Action based upon the division of the Settlement Amount provided in section 3.1(1).

SECTION 15: NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

15.1 Right of Termination

- (1) The Parties shall, in their respective discretions, have the right to terminate this Settlement Agreement, including the terms of cooperation agreed to in section 4.1(1) and Schedule "D", by providing written notice of their election to do so to all other Parties within thirty (30) days following the date on which:
 - (a) either Court declines to grant the Pre-Approval Order required in their jurisdiction, or such an order in substantially the same form as the Pre-Approval Orders in

Schedule "A" and Schedule "B", for the purposes of the Settlement Agreement;

- (b) either Court declines to approve this Settlement Agreement or any of the following material sections thereof 3.1(1), 3.1(3), 3.2(3), 3.2(4), 5.1(4), 5.2(1), 5.2(2), 8.1(1), 8.1(2), 8.1(3), 8.1(4), 8.1(5), 8.2(1), 8.3, 8.4, 8.5, 8.6, 8.7, 9.1(1), 9.1(2), 10.3(1), 10.3(2), 15.1, 15.2, 15.3, 15.4; or
- (c) either Settlement Approval Order does not become a Final Order.

(2) Any order, ruling or determination made by either Court with respect to:

- (a) Class Counsel Fees and Disbursements; or
- (b) the Distribution Protocol,

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(3) In addition to section 15.1(1), the Plaintiffs shall have the option to terminate the Settlement Agreement in the event of: (i) non-payment of the Settlement Payment as provided for in section 3.2(1); or (ii) failure of the Courts to approve the cooperation contemplated in section 4.1(1) and Schedule "D".

(4) If the Settling Defendants or the Plaintiffs elect to terminate the Settlement Agreement pursuant to sections 15.1(1) and/or 15.1(3), a written notice of termination shall be provided in accordance with section 16.19 within thirty (30) days following the event of termination. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided for in section 15.4(1), it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in the Actions or any litigation. All materials, Documents and information provided by the Settling Defendants shall be destroyed by Class Counsel in accordance with section 15.2(1)(c) and shall not be used in any way by the Plaintiffs, the Settlement Class Members, or Class Counsel.

15.2 If the Settlement Agreement is Terminated or Fails to Take Effect

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms

or otherwise fails to take effect for any reason, the Parties agree:

- (a) no motion for a Pre-Approval Order or for a Settlement Approval Order which has not been decided shall proceed;
- (b) they will cooperate in seeking to have any prior Pre-Approval Order or Settlement Approval Order set aside and declared null and void and of no force or effect, and all Parties shall be estopped from asserting otherwise, including, in the Quebec Action, the modification of the authorized class to the Quebec Settlement Class and, in the Ontario Action, the amendment of the certified class to the Ontario Settlement Class;
- (c) within twenty (20) days following written notice advising that the Settlement Agreement has been terminated in accordance with its terms, Class Counsel shall destroy all Documents or other materials provided by the Settling Defendants as cooperation under this Settlement Agreement, or containing or reflecting information derived from such Documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any Documents or other information provided by the Settling Defendants to any other Person, shall recover and destroy such Documents or information. Class Counsel shall certify the destruction in writing to counsel for the Settling Defendants. Nothing contained in this section shall be construed to require Class Counsel to destroy or return any of their work product. However, any such work product may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such work product;
- (d) any prior amendment of the certification of the Ontario Action and/or any modification of the class definition in the Quebec Action on the basis of this Settlement Agreement, including the definitions of the Ontario Settlement Class and the Common Issue in the Ontario Action and/or the class definition in the Quebec Action pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties may later take on any issue in the Actions or any other litigation;

- (e) any step taken by the Settling Defendants in the Actions in relation to this Settlement Agreement shall be without prejudice to any position that the Settling Defendants may later take in respect of any procedural or substantive issues in the Actions or any proceedings in Canada, or in respect of the jurisdiction of the Courts or any other court in Canada over the Settling Defendants or their deeds or other conduct; and
- (f) Class Counsel shall forthwith, and no later than five (5) days after this Settlement Agreement is not approved, is terminated or fails to take effect, deliver consents in writing to counsel for the Settling Defendants authorizing the Settling Defendants to bring motions before the Courts for orders:
 - (i) declaring this Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in section 15.4(1));
 - (ii) if applicable, setting aside any Pre-Approval Order(s);
 - (iii) if applicable, setting aside any Settlement Approval Order(s); and
 - (iv) directing that the balance in the Account be paid to the Settling Defendants, as set out in section 15.3(1) of this Settlement Agreement.

15.3 Allocation of Monies in the Account Following Termination

- (1) If this Settlement Agreement is terminated, for any reason, Class Counsel shall instruct the Trustee, as promptly as practicable and in any event within thirty (30) business days following written notice advising that the Settlement Agreement has been terminated in accordance with its terms to return to the Settling Defendants the amount the Settling Defendants have paid into trust in connection with the Settlement Payment, plus the interest or income earned on the Settlement Payment minus any taxes paid thereon and less any costs incurred with respect to: (i) any translation required by section 16.13; (ii) any Settlement Class Notices required by section 12.1 and the Notice Plans; (iii) the Trustee and the Account; (iv) the Settlement Administrators and the objection and opt-out processes and in relation to the administration of the Distribution Protocol and claims process; and (v) any previous outstanding costs awarded to the Plaintiffs in the Actions to be paid by the Settling Defendants.

15.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Settlement Agreement, including the releases and dismissals provided in section 8, shall be null and void and shall have no force and effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the provisions of sections 2.2(6), 3.2(3), 3.2(4), 3.3(3), 10.1(1), 10.2(1), 10.3(2), 12.1(1), 12.3(1), 12.3(2), 12.5(1), 14.1(1), 14.1(2), 14.1(5), 14.1(6), 15.1(4), 15.2(1), 15.3(1), 15.4(1), 16.1(1), 16.1(3), 16.2(1), 16.4(1), 16.5(1), 16.6(1), 16.6(2), 16.6(3), 16.7(1), 16.7(2), 16.9(1), 16.9(2), 16.9(3), 16.10(1) (as it relates to the sections of this Settlement Agreement that survive termination), 16.11(1), 16.12(1), 16.13(1), 16.14(1), 16.15(1), 16.17(1), 16.18(1), 16.19(1), 16.20(1) (and any additional provisions governing confidentiality) and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the above referenced provisions. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

15.5 Material Terms

- (1) The Parties acknowledge that the terms of this Settlement Agreement set out in sections 15.1 to 15.4 shall be material terms of this Settlement Agreement and the failure of the Courts to approve any of these terms shall give rise to a right of termination pursuant to section 15.1(1) of this Settlement Agreement.

SECTION 16: MISCELLANEOUS

16.1 Motions for Directions

- (1) Class Counsel or counsel for the Settling Defendants may apply to the Courts for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to matters affecting the Quebec Action shall be determined by the Ontario Court.
- (2) Class Counsel or the Settlement Administrators may apply to the appropriate Court(s) for directions in respect of the interpretation, implementation, and administration of the

Distribution Protocol. Unless the Courts order otherwise, motions for directions that do not relate specifically to matters affecting the Quebec Action shall be determined by the Ontario Court.

- (3) All motions contemplated by this Settlement Agreement shall be on notice to the Parties in the applicable Action, except for those motions concerned solely with the implementation and administration of the Distribution Protocol. For certainty, notice need not be provided to Settlement Class Members in the event of a motion unless so required by the respective Court.

16.2 Plaintiffs Must Provide Court Materials

- (1) In addition to the obligations noted in sections 2.2(2), 2.3(2) and 12.4(1), the Plaintiffs in each Action will also provide the Settling Defendants in the applicable Action all materials they intend to file in any other motion, application or other court proceeding related to this Settlement Agreement, the Settlement, or the Distribution Protocol (except where notice is not required as provided in section 16.1(3)) in advance of filing and will provide them the opportunity to review and comment on these materials. The Plaintiffs in each Action will reasonably consider any comments they receive from the Settling Defendants in their Action before finalizing and filing their materials.

16.3 No Liability for Administration

- (1) Without limiting the Settling Defendants' obligations under the Settlement Agreement to pay the Settlement Payment and provide the cooperation required herein, the Released Parties shall have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, the Distribution Protocol or the administration, investment or distribution of the Account.
- (2) The Settling Defendants will not oppose the Plaintiffs and Class Counsel seeking orders from the Courts providing that the Plaintiffs shall have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, the Distribution Protocol or the administration, investment or distribution of the Account.

16.4 Headings, etc.

- (1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

16.5 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears:
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - (b) only in the case where the time for doing an act expires on a holiday, as “holiday” is defined in the *Rules of Civil Procedure*, the act may be done on the next day that is not a holiday.

16.6 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over the Action commenced in its respective jurisdiction, the Parties thereto and the Class Counsel Fees and Disbursements in that Action.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court with which it shares jurisdiction over that matter.
- (3) Notwithstanding sections 16.6(1) and 16.6(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, the Distribution Protocol and the Account. Issues related to the administration of this Settlement Agreement, the Distribution Protocol, the Account, and other matters not specifically related to the Quebec Action shall be

determined by the Ontario Court.

16.7 Governing Law

- (1) Subject to section 16.7(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) Notwithstanding section 16.7(1), for matters relating specifically to the Ontario Action or the Quebec Action, the Ontario Court or the Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

16.8 Entire Agreement

- (1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, memoranda of understanding or agreement and minutes of settlement in connection herewith. None of the Parties will be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

16.9 Amendments, Breach or Waiver

- (1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Court(s) with jurisdiction over the matter to which the amendment relates.
- (2) In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement or invalidate or render unenforceable such provision in any other jurisdiction provided, however, that if any of the terms designated by this Settlement Agreement as being material is held to be invalid, illegal, or unenforceable, the Party for whose benefit the provision is designated as material may elect to terminate this Settlement Agreement in accordance with the terms of section 15. Upon determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend this Settlement Agreement to effect the original intent of the Parties as closely as possible. Any such amendment shall be reviewed and approved by the

Courts before it becomes effective.

- (3) The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior, concurrent or subsequent breach of the same or any other provision of this Settlement Agreement.

16.10 Binding Effect

- (1) This Settlement Agreement shall be binding upon, and inure to the benefit of the Plaintiffs, the Settlement Class Members, the Settling Defendants, the Releasing Parties and the Released Parties and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasing Parties and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Released Parties.

16.11 Counterparts

- (1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile, PDF or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

16.12 Negotiated Agreement

- (1) This Settlement Agreement has been the subject of arm's length negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, any agreement in principle, or the minutes of settlement shall have no bearing upon the proper interpretation of this Settlement Agreement.

16.13 Language

- (1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les Parties reconnaissent avoir exigé que la présente entente et tous les documents connexes soient rédigés en anglais. Nevertheless, Class Counsel and/or a translation firm selected by Class Counsel

shall prepare a French translation of the Settlement Agreement or any related document, the costs of which translation shall be paid from the Settlement Payment. In the event of any dispute as to the interpretation or application of this Settlement Agreement, the English version shall govern.

16.14 Transaction

- (1) This Settlement Agreement constitutes a transaction in accordance with article 2631 of the *Civil Code of Quebec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

16.15 Recitals

- (1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

16.16 Schedules

- (1) The Schedules annexed hereto form part of this Settlement Agreement.

16.17 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
 - (c) he, she, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

16.18 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

16.19 Notice

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be in writing and shall be provided personally, by e-mail, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Ontario Plaintiffs and Ontario Class Counsel:

Strosberg Wingfield Sasso LLP

1561 Ouellette Avenue
Windsor, ON, N8X 1K5

Jay Strosberg

David Wingfield

Heather Rumble Peterson

Telephone: 519-258-9333

Fax: 866-316-5308

Email: jay.strosberg@swslitigation.com / _david.wingfield@swslitigation.com / heather.peterson@swslitigation.com

Orr Taylor LLP

200 Adelaide Street W, Suite 500
Toronto, ON, M5H 1W7

Jim Orr

Kyle Taylor

Telephone: 647-576-1930

Fax: 647-576-1940

Email: jorr@orrtaylor.com / ktaylor@orrtaylor.com

For the Quebec Plaintiff and Quebec Class Counsel:

LPC Avocats

276 Saint-Jacques Street, Suite 801

Montreal, QC, H2Y 1N3

Mtre Joey Zukran

Telephone: 514-379-1572

Fax: 514-221-4441

Email: jzukran@lpclex.com

Renno Vathilakis Inc.

145 St. Pierre, Suite 201

Montreal, Quebec, H2Y 2L6

Mtre Michael E. Vathilakis

Mtre Karim Renno

Telephone: 514-937-1221

Fax: 514- 221-3334

Email: mvathilakis@renvath.com / krenno@renvath.com

For the Ontario Settling Defendants and counsel for the Ontario Settling Defendants:

Torys LLP

79 Wellington St. W., 30th Floor

Box 270, TD South Tower

Toronto, Ontario, M5K 1N2

Linda Plumpton

Sarah Whitmore

Chris Hunter

Colette Koopman

Telephone: 416-865-0040

Fax: 416-865-7380

Email: lplumpton@torys.com / swhitmore@torys.com / ckhunter@torys.com / ckoopman@torys.com

For the Quebec Settling Defendants and counsel for the Quebec Settling Defendants:

Torys Law Firm LLP

1, Place Ville-Marie, Suite 2880

Montreal, Québec, H3B 4R4

Mtre Sylvie Rodrigue, Ad. E.

Mtre Karl Boulanger

Telephone: 514-868-5600

Fax: 514-868-5700

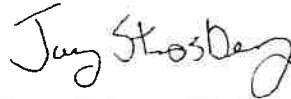
Email: srodrigue@torys.com / kboulanger@torys.com

16.20 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

The Ontario Plaintiffs, by their counsel:

Signature of Authorized
Signatory:



Name of Authorized Signatory:

Jay Strosberg

Ontario Class Counsel

Signature of Authorized
Signatory:



Name of Authorized Signatory:

Kyle Taylor

Ontario Class Counsel

The Quebec Plaintiff:

James Govan

Torys Law Firm LLP

1, Place Ville-Marie, Suite 2880

Montreal, Québec, H3B 4R4

Mtre Sylvie Rodrigue, Ad. E.

Mtre Karl Boulanger

Telephone: 514-868-5600

Fax: 514-868-5700

Email: srodrigue@torys.com / kboulanger@torys.com

16.20 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

The Ontario Plaintiffs, by their counsel:

Signature of Authorized

Signatory: _____

Name of Authorized Signatory: _____

Ontario Class Counsel

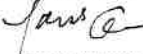
Signature of Authorized

Signatory: _____

Name of Authorized Signatory: _____

Ontario Class Counsel

The Quebec Plaintiff:

DocuSigned by:

205E5A735E0B49D

James Govan

The Quebec Plaintiff, by his counsel:

Signature of Authorized
Signatory:
Name of Authorized Signatory:

Signed by:

1EADAE53A23642C

Quebec Class Counsel

Signature of Authorized
Signatory:
Name of Authorized Signatory:

DocuSigned by:
Michael Vathilakis
F6FADF5AE28B42C

Quebec Class Counsel

The Settling Defendants, by their counsel:

Signature of Authorized
Signatory:
Name of Authorized Signatory:



Linda Plumpton, Torys LLP

Counsel for the Ontario Settling Defendants

Signature of Authorized
Signatory:
Name of Authorized Signatory:

Sylvie Rodrigue

Sylvie Rodrigue, Torys LLP

Counsel for the Quebec Settling Defendants

Schedule "A"
Ontario Pre-Approval Order

Court File No. CV-17-586063-00CP (Toronto)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY, THE DAY
JUSTICE E. M. MORGAN) OF , 2025

B E T W E E N:

MARCY DAVID, BRENDA BROOKS and ANDREW BALODIS

Plaintiffs

- and -

LOBLAW COMPANIES LIMITED, GEORGE WESTON LIMITED,
WESTON FOODS (CANADA) INC., WESTON BAKERIES LIMITED,
CANADA BREAD COMPANY, LIMITED, GRUPO BIMBO, S.A.B. DE
C.V., MAPLE LEAF FOODS INC., EMPIRE COMPANY LIMITED,
SOBEYS INC., METRO INC., WAL-MART CANADA CORP., WAL-
MART STORES, INC. and GIANT TIGER STORES LIMITED

Defendants

Proceedings under the *Class Proceedings Act*, 1992

ORDER

(PRE-APPROVAL ORDER)

THIS MOTION made by the Ontario Plaintiffs for an "**Order**" amending the certification of the Ontario Action as a class proceeding for settlement purposes only as against Loblaw Companies Limited, George Weston Limited, Weston Foods (Canada) Inc., and Weston Bakeries Limited, approving the form and content of the Ontario Pre-Approval Notice and the Ontario Notice Plan for its dissemination and appointing the Ontario Settlement Administrator was heard this day [by judicial videoconference/in writing] at Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement with the Settling

Defendants dated [Insert], 2025 attached to this Order as **Appendix “A”**;

AND ON HEARING the submissions of counsel for the Settling Parties, the Non-Settling Defendants taking no position;

AND ON BEING ADVISED that the Ontario Plaintiffs and the Ontario Settling Defendants (the “**Settling Parties**”) have agreed to a definition of the Ontario Settlement Class in respect of which amended certification is sought against the Ontario Settling Defendants for settlement purposes only;

AND ON BEING ADVISED that the Settling Parties consent to this Order and that the Non-Settling Defendants take no position:

1. **THIS COURT DECLARES** that, in addition to terms defined in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the certification of the Ontario Action as a class proceeding pursuant to section 5 of the *Class Proceedings Act, 1992* on December 31, 2021 is amended as provided herein as against the Ontario Settling Defendants for settlement purposes only (the “**Settlement Certification**”).
3. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the Ontario Settlement Class is defined as:

All Persons resident anywhere in Canada, except Quebec, as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, purchased Packaged Bread either directly or indirectly.
4. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the Ontario Plaintiffs, Marcy David, Brenda Brooks, and Andrew Balodis, are hereby appointed as the representative plaintiffs of the Persons included in the Ontario Settlement Class.
5. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, Strosberg Wingfield Sasso LLP and Orr Taylor LLP are appointed as Ontario Class Counsel in the Ontario Action.

6. **THIS COURT ORDERS** that for the purposes of this Settlement Certification, the following issue is common to the Ontario Settlement Class:

Did the Ontario Settling Defendants, or any of them, engage in conduct that was contrary to section 45 of the *Competition Act* in effect from January 1, 2001 up to and including March 11, 2010, inclusive, and/or contrary to section 45 of the *Competition Act* in effect from March 12, 2010 up to and including December 31, 2021, inclusive, in respect of Packaged Bread? If so, what damages, if any, did members of the Ontario Settlement Class suffer?

7. **THIS COURT ORDERS** that members of the Ontario Settlement Class shall be given notice of the Settlement Certification of the Ontario Action against the Ontario Settling Defendants for settlement purposes only and of the Settlement Approval Hearings in Ontario in substantially the form set out in the Ontario Pre-Approval Notices Schedules "E1" and "E1.1" to the Settlement Agreement and in the manner set out in the Ontario Notice Plan Schedule "F1" to the Settlement Agreement.

8. **THIS COURT ORDERS** that [Insert] is hereby appointed Ontario Settlement Administrator for the purposes of accomplishing the tasks that devolve to them pursuant to the Settlement Agreement with respect to the Ontario Settlement Class.

9. **THIS COURT ORDERS** that: (i) Ontario Class Counsel disclose to the Ontario Settlement Administrator the list of putative Class Members that have provided contact information to them, including their last known email address; and (ii) the Loblaw Card Program Administrator disclose to the Ontario Settlement Administrator available contact information for putative Class Members who received a Card Program Payment under the Loblaw Card Program, including their last known email address where available, in order to facilitate the distribution of Ontario Pre-Approval Notices and/or the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, including the implementation and administration of the Distribution Protocol and claims process, and for no other purpose.

10. **THIS COURT ORDERS** that the Ontario Settlement Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this Order with any other Person, unless doing so is strictly necessary for executing the Ontario

Notice Plan in accordance with this Order and/or implementing the Ontario Settlement Approval Order and the Settlement Agreement, including the claims process, and for no other purpose.

11. **THIS COURT ORDERS** that the Ontario Settlement Administrator shall use the information provided to it pursuant to this Order for the sole purpose of executing the Ontario Notice Plan in accordance with this Order and/or implementing the Ontario Settlement Approval Order and the Settlement Agreement, including the claims process, and for no other purpose.
12. **THIS COURT DECLARES** that this Order constitutes an order compelling the production of the information from Ontario Class Counsel, the Ontario Settling Defendants and the Loblaw Card Program Administrator within the meaning of applicable privacy laws, and that this Order satisfies the requirements of all applicable privacy laws.
13. **THIS COURT DECLARES** that Ontario Class Counsel, the Ontario Settling Defendants and the Loblaw Card Program Administrator are each released from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication of any personal and/or private information to the Ontario Settlement Administrator.
14. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Ontario Settlement Administrator or the Trustee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the implementation of the Ontario Settlement Approval Order and the Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process or the investment, distribution, or administration of the Settlement Payment, other than for liabilities as a result of the Ontario Settlement Administrator's or the Trustee's own actual fraud, dishonesty or negligence and only with the leave of this Court.
15. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against Ontario Class Counsel or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the

communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment including, but not limited to, Trustee fees, other than for liabilities as a result of Ontario Class Counsel's own willful or fraudulent misconduct and only with the leave of this Court.

16. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Settling Defendants or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment including, but not limited to, Trustee fees, other than for liabilities as a result of the Settling Defendants' own willful or fraudulent misconduct and only with the leave of this Court.

17. **THIS COURT ORDERS** that no Person may bring any action or take any proceedings against the Loblaw Card Program Administrator or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Ontario Settlement Administrator, the implementation of the Ontario Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process other than for liabilities as a result of the Loblaw Card Program Administrator's own willful or fraudulent misconduct and only with the leave of this Court.

18. **THIS COURT ORDERS** that any potential member of the Ontario Settlement Class who wishes to opt out of the Ontario Action must do so by sending a signed written election to opt out, together with the information required in the Settlement Agreement, to the Ontario

Settlement Administrator as directed in the Ontario Pre-Approval Notice to be received on or before the Opt-Out Filing Deadline.

19. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who timely and validly opts out of the Ontario Action is not bound by the Settlement Certification and will cease to be a class member in the Ontario Action that is continuing against the Non-Settling Defendants.
20. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who does not timely and validly opt out of the Ontario Action is bound by the Settlement Certification against the Ontario Settling Defendants for settlement purposes only.
21. **THIS COURT ORDERS** that any member of the Ontario Settlement Class who wishes to object to the Settlement Agreement must do so by sending a signed written objection, together with the information required in the Settlement Agreement, to the Ontario Settlement Administrator as directed in the Ontario Pre-Approval Notice to be received on or before the Objection Filing Deadline.
22. **THIS COURT ORDERS** that the Settlement Approval Hearing to consider approval of the Settlement Agreement in the Ontario Action shall be held on [date], at [time] a.m. at the Courthouse [or by video conference] at [insert].
23. **THIS COURT ORDERS AND DECLARES** that the date and time of the Settlement Approval Hearing in the Ontario Action shall be set forth in the Ontario Pre-Approval Notice but may be adjourned by this Court without further notice to the Ontario Settlement Class Members, other than such notice as may be posted on the websites of the Ontario Settlement Administrator and Ontario Class Counsel.
24. **THIS COURT ORDERS AND DECLARES** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order, including the Settlement Certification against the Ontario Settling Defendants for settlement purposes only, shall be set aside and declared null and void and of no force or effect on subsequent motion made on notice to the Ontario Plaintiffs and any Person is estopped from asserting otherwise and notice of the termination of the Settlement Agreement and the setting aside of Settlement Certification shall be given to the Ontario Settlement Class upon such order becoming a Final Order.

25. **THIS COURT ORDERS AND DECLARES** that this Order, including but not limited to the Settlement Certification of the Ontario Action as against the Ontario Settling Defendants for settlement purposes only and the definition of the Ontario Settlement Class and the Common Issue, and any reasons given by the Ontario Court in connection with this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in the Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.
26. **THIS COURT ORDERS AND DECLARES** that this Order is contingent upon the Quebec Pre-Approval Order being made by the Quebec Court in the action commenced by James Govan filed in Quebec Court, Court File No. 500-06-000888-178 (Montreal), and the terms of this Order shall not be effective unless and until such order is approved by the Quebec Court. If such order is not secured in Quebec, this Order shall be null and void without prejudice to the rights of the Ontario Plaintiffs to proceed with the Ontario Action and any agreement between the Ontario Plaintiffs and the Ontario Settling Defendants incorporated into this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

Morgan, J.

Schedule "B"
Quebec Pre-Approval Order
(Chambre des actions collectives)
COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No : 500-06-000888-178

DATE :

SOUS LA PRÉSIDENTE DE L'HONORABLE MARTIN F. SHEEHAN, J.C.S.

JAMES GOVAN

Demandeur

c.

LOBLAW COMPANIES LIMITED
LOBLAWS INC.
GEORGE WESTON LIMITED
WESTON FOOD DISTRIBUTION INC.
WESTON FOODS (CANADA) INC.

Défenderesses

**JUGEMENT APPROUVANT UNE MODIFICATION À LA DESCRIPTION DU GROUPE
ET LES AVIS AUX MEMBRES D'UNE D'AUDIENCE D'APPROBATION D'UNE
TRANSACTION**

- [1]** **CONSIDÉRANT** le jugement du Tribunal autorisant la présente action collective rendu le 19 décembre 2019, tel que rectifié le 22 avril 2020;¹
- [2]** **CONSIDÉRANT** qu'en vertu du jugement d'autorisation et du jugement concernant les avis aux membres et leur diffusion du 17 mars 2020,² les membres du groupe avaient jusqu'au

¹ *Govan c. Loblaw Companies Limited*, 2019 QCCS 5469.

² *Govan c. Loblaw Companies Limited*, 2020 QCCS 968.

1^{er} juin 2020 pour s'exclure de la présente action collective;

- [3] **CONSIDÉRANT** que cinq membres ont demandé leur exclusion du groupe selon le plumeur;
- [4] **CONSIDÉRANT** la demande du demandeur du [DATE] intitulée « *Application for to Modify the Class Description, for Approval of Notices to Class Members of a Settlement Approval Hearing and to Appoint a Settlement Administrator* » (la « **Demande** »);
- [5] **CONSIDÉRANT** l'Entente de règlement nationale entre les parties déposée comme pièce R-1 au soutien de la Demande;
- [6] **CONSIDÉRANT** qu'en vertu de la Demande, le demandeur demande au Tribunal de modifier la description du groupe comme suit, à des fins de règlement seulement et à l'encontre des défenderesses (désignées comme les « Quebec Settling Defendants » dans l'Entente de règlement) seulement:

Toutes les personnes, sociétés et associations, résidant au Québec, qui ont acheté au moins un emballage de pain à partir du 1^{er} janvier 2001 et jusqu'au 31 décembre 2021;

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;

All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1st, 2001 and December 31, 2021;

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;

- [7] **CONSIDÉRANT** que les membres du groupe modifié qui ont acheté du pain emballé entre le 20 décembre 2019 et le 31 décembre 2021 inclusivement doivent également avoir la possibilité de s'exclure de l'action collective;
- [8] **CONSIDÉRANT** que la modification recherchée n'est pas contraire aux intérêts de la justice et est appropriée dans les circonstances;
- [9] **CONSIDÉRANT** qu'en vertu de la Demande, le demandeur demande également au Tribunal d'approuver les avis informant les membres du groupe que l'Entente de règlement sera soumise au Tribunal pour approbation, incluant la possibilité de commenter ou s'objecter à l'Entente, et pour nommer Services Concilia inc. et Richter LLC comme administrateurs du règlement;
- [10] **CONSIDÉRANT** les versions française et anglaise proposées de l'avis préalable à l'approbation et de sa version abrégée, soit les annexes « E2 » et « E2.1 » à l'Entente de règlement et la méthode de publication proposée, soit l'annexe « F2 » à l'Entente de règlement;
- [11] **CONSIDÉRANT** les représentations des avocats du demandeur et des avocats des défenderesses qui consentent à la Demande;

[12] CONSIDÉRANT les articles 25, 49, 576, 579, 580, 581, 585, 588 et 590 du *Code de procédure civile*;

PAR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
[13] ACCUEILLE la présente demande;	GRANTS the present application;
<p>[14] MODIFIE la description du Groupe comme suit, à des fins de règlement seulement et à l'encontre des défenderesses Loblaw Companies Limited, Loblaws inc., George Weston Limited, Weston Food Distribution inc. et Weston Foods (Canada) inc. seulement:</p> <p>Toutes les personnes, sociétés et associations, résidant au Québec, qui ont acheté au moins un emballage de pain à partir du 1^{er} janvier 2001 et jusqu'au <u>31 décembre 2021</u>;</p> <p>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;</p>	<p>MODIFIES the description of the Class as follows, for settlement purposes only and against the defendants Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Food Distribution Inc. et Weston Foods (Canada) Inc. only;</p> <p>All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1st, 2001 and December <u>31, 2021</u>;</p> <p>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;</p>
[15] FIXE le délai d'exclusion pour les membres du groupe de règlement du Québec qui ont acheté du pain pré-emballé entre le 20 décembre 2019 et le 31 décembre 2021, au [date], date au-delà de laquelle ces membres ne pourront plus s'exclure du groupe de règlement du Québec et seront liés par tout jugement ultérieur affectant le groupe de règlement tel que modifié par le présent jugement;	SETS the exclusion deadline for members of the Quebec Settlement Class who only purchased packaged bread between December 20, 2019 and December 31, 2021, to [date], after which date these members will no longer be able to exclude themselves from the Quebec Settlement Class and will be bound by any subsequent judgment affecting the Quebec Settlement Class as modified by this judgment;
[16] DÉCLARE qu'aux fins du présent jugement, les définitions énoncées dans l'Entente de règlement (pièce R-1) s'appliquent et sont intégrées au présent jugement;	DECLARES that for the purposes of the present judgment, the definitions in the Settlement Agreement (Exhibit R-1) apply and are integrated in the present judgment;
[17] APPROUVE la forme et le contenu de l'avis de pré-approbation du Québec aux membres du groupe de règlement du Québec et de sa version abrégée, dans ses versions française et anglaise (annexes « E2 » et « E2.1. » à l'Entente) et le plan de publication	APPROVES the form and content of the Quebec Pre-Approval Notice to members of the Quebec Settlement Class in its French and English versions, including its abridged version, (Schedules "E2" and "E2.1" to the Settlement Agreement) and the Quebec Notice Plan

(annexe « F2 » à l'Entente);	(Schedule "F2" to the Settlement Agreement);
<p>[18] NOMME en tant qu'administrateurs du règlement du Québec Services Concilia inc. et Richter LLC afin de s'acquitter des tâches qui leur incombent en vertu de l'Entente de règlement en ce qui concerne les membres du groupe du règlement du Québec;</p>	<p>APPOINTS Concilia Services Inc. and Richter LLC as Quebec Settlement Administrators for the purposes of accomplishing the tasks that devolve to them pursuant to the Settlement Agreement with respect to the members of the Quebec Settlement Class;</p>
<p>[19] ORDONNE aux avocats du groupe du Québec de divulguer aux administrateurs du règlement Québec la liste contenant les adresses électroniques de toutes les personnes qui se sont inscrites sur leurs sites Web afin de faciliter la publication des avis de pré-approbation du Québec aux membres du groupe de règlement du Québec;</p>	<p>ORDERS that Quebec Class Counsel disclose to the Quebec Settlement Administrators the list containing the email addresses of all persons that signed up on their websites in order to facilitate the publication of the Quebec Pre-Approval Notices to members of the Quebec Settlement Class;</p>
<p>[20] ORDONNE à JND Legal Administration de divulguer aux administrateurs du règlement Québec les coordonnées disponibles des membres putatifs du groupe du Québec qui ont reçu un paiement dans le cadre du programme de cartes de Loblaw, y compris leur dernière adresse électronique connue, le cas échéant, afin de faciliter la publication des avis de pré-approbation du Québec aux membres du groupe de règlement du Québec et/ou la mise en œuvre de l'ordonnance d'approbation du règlement du Québec et de l'Entente de règlement, y compris la mise en œuvre et l'administration du Protocole de distribution et du processus de réclamation, et à aucune autre fin</p>	<p>ORDERS that JND Legal Administration discloses to the Quebec Settlement Administrators available contact information for putative members of the Quebec Class who received a Card Program Payment under the Loblaw Card Program, including their last known email address where available, in order to facilitate the distribution of Quebec Pre-Approval Notices and/or the implementation of the Quebec Settlement Approval Order and the Settlement Agreement, including the implementation and administration of the Distribution Protocol and claims process, and for no other purpose.</p>
<p>[21] ORDONNE aux administrateurs du règlement du Québec de maintenir la confidentialité des informations fournies conformément au présent jugement et ne pas les partager avec toute autre personne, sauf si cela est strictement nécessaire pour exécuter le plan de notification du Québec et/ou faciliter le processus de distribution conformément au présent jugement;</p>	<p>ORDERS that the Quebec Settlement Administrators shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is strictly necessary for executing the Quebec Notice Plan and/or facilitating the distribution process in accordance with this judgment;</p>
<p>[22] ORDONNE que les administrateurs du règlement du Québec utilisent les informations qui leur sont fournies en vertu du présent jugement dans le seul but d'exécuter le plan de notification du Québec et de faciliter le processus de distribution conformément au présent jugement, et à aucune autre fin;</p>	<p>ORDERS that the Quebec Settlement Administrators shall use the information provided to them pursuant to this judgment for the sole purpose of executing the Quebec Notice Plan and facilitating the distribution process in accordance with this judgment, and for no other purpose;</p>

<p>[23] ORDONNE ET DÉCLARE que le présent jugement constitue un jugement contraignant la production des informations par les avocats du groupe du Québec au sens des lois applicables en matière de vie privée, et que ce jugement satisfait aux exigences de toutes les lois applicables en matière de la protection de la vie privée;</p>	<p>ORDERS AND DECLARES that this judgment constitutes a judgment compelling the production of the information from Quebec Class Counsel, Quebec Settling Defendants and JND Legal Administration within the meaning of applicable privacy laws, and that this judgment satisfies the requirements of all applicable privacy laws;</p>
<p>[24] DÉGAGE les avocats du groupe du Québec de toute obligation en vertu des lois et règlements applicables en matière de protection de la vie privée en ce qui concerne la communication de toute information personnelle et/ou privée aux administrateurs du règlement du Québec;</p>	<p>RELEASES Quebec Class Counsel, Quebec Settling Defendants and JND Legal Administration from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication of any personal and/or private information to the Quebec Settlement Administrators;</p>
<p>[25] DÉCLARE qu'aucune personne ne peut intenter d'action ou de procédure à l'encontre des administrateurs du règlement du Québec ou du fiduciaire, ou de l'un de leurs employés, agents, partenaires, associés, représentants, successeurs ou ayants droit pour toute question liée à la mise en œuvre l'ordonnance d'approbation du règlement du Québec et de l'Entente de règlement ou à la mise en œuvre et à l'administration du protocole de distribution et du processus de réclamation, ou l'investissement, la distribution ou l'administration du paiement du règlement, sauf en cas de responsabilité résultant de la propre fraude, malhonnêteté ou négligence actuelle des administrateurs du règlement du Québec ou du fiduciaire, et uniquement avec l'autorisation de la Cour;</p>	<p>DECLARES that no person may bring any action or take any proceedings against the Quebec Settlement Administrators or the Trustee, or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the implementation of the Settlement Approval Orders and the Settlement Agreement or to the implementation and administration of the Distribution Protocol and the claims process, or the investment, distribution, or administration of the Settlement Payment, other than for liabilities as a result of a Quebec Settlement Administrators' or the Trustee's own actual fraud, dishonesty, or negligence and only with the leave of the Court;</p>
<p>[26] DÉCLARE qu'aucune personne ne peut intenter une action ou prendre des mesures contre les Avocats du groupe du Québec ou l'un de leurs employés, agents, partenaires, associés, représentants, successeurs ou ayants droit pour toute question liée de quelque façon que ce soit à la mise en œuvre des ordonnances d'approbation du règlement et de l'Entente de règlement, à la mise en œuvre et à l'administration du protocole de distribution et du processus de réclamation, y compris, mais sans s'y limiter, en relation avec des réclamations frauduleuses dans le cadre du processus de réclamation, ou l'investissement, la distribution ou l'administration du paiement</p>	<p>DECLARES that no person may bring any action or take any proceedings against Quebec Class Counsel or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the implementation of the Settlement Approval Orders and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process, or the investment, distribution, or administration of the Settlement Payment including, but not limited to, Trustee fees, other than for liabilities as a result of Quebec Class Counsel's own willful or</p>

<p>du règlement, y compris, mais sans s'y limiter, les honoraires du fiduciaire, à l'exception des responsabilités résultant de la propre inconduite délibérée ou frauduleuse des Avocats du groupe du Québec et uniquement avec l'autorisation de la Cour;</p>	<p>fraudulent misconduct and only with the leave of the Court;</p>
<p>[27] DÉCLARE qu'aucune personne ne peut intenter une action ou prendre des mesures contre JND Legal Administration ou l'un de leurs employés, agents, partenaires, associés, représentants, successeurs ou ayants droit de quelque manière que ce soit en rapport avec la communication d'informations personnelles et/ou privées aux administrateurs du règlement du Québec, la mise en œuvre des ordonnances d'approbation du règlement du Québec et de l'Entente de règlement, à la mise en œuvre et à l'administration du protocole de distribution et du processus de réclamation, y compris, mais sans s'y limiter, en relation avec des réclamations frauduleuses dans le cadre du processus de réclamation, ou l'investissement, la distribution ou l'administration du paiement du règlement, y compris, mais sans s'y limiter, les honoraires du fiduciaire, à l'exception des responsabilités résultant de la propre inconduite délibérée ou frauduleuse de JND Legal Administration et uniquement avec l'autorisation de la Cour</p>	<p>DECLARES that no person may bring any action or take any proceedings against JND Legal Administration or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the communication of any personal and/or private information to the Quebec Settlement Administrators, the implementation of the Quebec Settlement Approval Order and the Settlement Agreement, the implementation and administration of the Distribution Protocol and the claims process including, but not limited to, in relation to fraudulent claims under the claims process other than for liabilities as a result of JND Legal Administration's own willful or fraudulent misconduct and only with the leave of this Court.</p>
<p>[28] ORDONNE aux administrateurs du règlement du Québec de notifier l'avis de préapprobation du Québec conformément au plan de publication dans les [date] jours du présent jugement;</p>	<p>ORDERS the Quebec Settlement Administrators to notify the Quebec Pre-Approval Notices pursuant to the notice plan within [date] days of the present judgment;</p>
<p>[29] DÉCLARE que les membres du groupe du règlement du Québec qui souhaitent s'objecter à l'approbation par le Tribunal de l'Entente du règlement doivent le faire de la manière prévue dans l'avis de préapprobation du Québec au plus tard le [date];</p>	<p>DECLARES that members of the Quebec Settlement Class who wish to object to Court approval of the Settlement Agreement must do so in the manner provided for in the Quebec Pre-Approval Notice by [date]</p>
<p>[30] DÉCLARE que tous les membres du groupe de règlement du Québec qui n'ont pas précédemment demandé leur exclusion avant le 1^{er} juin 2020, ou ceux qui ont acheté du pain pré-emballé entre le 20 décembre 2019 et le 31 décembre 2021, inclusivement, qui ne sont pas exclus avant le [date], sont liés par tout jugement à rendre sur l'action du Québec de la</p>	<p>DECLARES that all members of the Quebec Settlement Class that have not previously opted out before June 1, 2020, or those who purchased packaged bread between December 20, 2019 and December 31, 2021, inclusive, that have not opted out before [date]. are bound by any judgment to be rendered on the Quebec Action</p>

manière prévue par la loi;	in the manner provided for by the law;
[31] FIXE la date d'audience pour l'approbation de l'Entente de règlement au [date], à [heure], en salle 2.08 du Palais de justice de Montréal;	SCHEDULES the hearing date for approval of the Settlement Agreement on [date], at [time] a.m., in room 2.08 of the Montreal Courthouse;
[32] ORDONNE que la date et l'heure pour la tenue de l'audience d'approbation de l'Entente du règlement soient indiquées dans l'avis de préapprobation du Québec, bien qu'elles puissent être reportées par le Tribunal sans autre avis aux membres du groupe du Québec autre que l'avis qui sera affiché sur le site des avocats du groupe du Québec www.lpclex.com/pain ;	ORDERS that the date and time of the settlement approval hearing shall be set forth in the Quebec Pre-Approval Notice, but may be adjourned by the Court without further notice to the Quebec Settlement Class Members, other than such notice as may be posted on Quebec Class Counsel's website www.lpclex.com/bread ;
[33] LE TOUT , sans frais de justice.	THE WHOLE , without legal costs.

MARTIN F. SHEEHAN, J.C.S.

Me Joey Zukran
Me Léa Bruyère
LPC Avocats

Me Michael Emmanuel Vathilakis
Me Karim Renno
Renno Vathilakis inc.
Avocats du demandeur

Me Sylvie Rodrigue
Me Karl Boulanger
Société d'avocats TORYS S.E.N.C.R.L.
Avocats des Défenderesses Loblaw Companies Limited, Loblaws inc., George Weston Limited,
Weston Food Distribution inc. et Weston Foods (Canada) inc.

Schedule "C"

Ontario Settlement Approval Order

Court File No. CV-17-5586063-00CP (Toronto)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY, THE DAY
JUSTICE E. M. MORGAN) OF , 2025

B E T W E E N:

MARCY DAVID, BRENDA BROOKS and ANDREW BALODIS

Plaintiffs

- and -

LOBLAW COMPANIES LIMITED, GEORGE WESTON LIMITED, WESTON FOODS
(CANADA) INC., WESTON BAKERIES LIMITED, CANADA BREAD COMPANY, LIMITED,
GRUPO BIMBO, S.A.B. DE C.V., MAPLE LEAF FOODS INC.,
EMPIRE COMPANY LIMITED, SOBEYS INC., METRO INC., WAL-MART CANADA CORP.,
WAL-MART STORES, INC. and GIANT TIGER STORES LIMITED

Defendants

Proceedings under the Class Proceedings Act, 1992

**ORDER
(SETTLEMENT APPROVAL)**

THIS MOTION made by the Ontario Plaintiffs for an "Order" approving the Settlement Agreement entered into between the Ontario Plaintiffs and Loblaw Companies Limited, George Weston Limited, Weston Foods (Canada) Inc., and Weston Bakeries Limited (the "**Settling Parties**") and dismissing this Ontario Action against the Ontario Settling Defendants was heard this day [by judicial videoconference] at Toronto, Ontario

AND ON READING the materials filed, including the Settlement Agreement dated [insert], 2025, attached to this Order as **Appendix "A"**,

AND ON HEARING the submissions of counsel for the Settling Parties, the Non-Settling

Defendants in the Ontario Action taking no position;

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed, and [insert] Persons timely and validly exercised the right to opt out;

AND ON BEING ADVISED that the deadline for written objections to the Settlement Agreement has passed and there were [insert] written objections to the Settlement Agreement received;

AND ON BEING ADVISED that the Settling Parties consent to this Order and that the Non-Settling Defendants take no position:

1. **THIS COURT ORDERS** that, in addition to terms defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Ontario Settling Defendants in accordance with the terms thereof, and upon each member of the Ontario Settlement Class that did not timely and validly opt out of the Ontario Action, including those Persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms and the terms of this Order.
6. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 7, each Releasing Party has released and shall be conclusively deemed to have fully, finally, and forever waived, released, relinquished and discharged the Released Parties from the Released Claims.
7. **THIS COURT ORDERS** that instead of releasing the Released Claims against the

Released Parties, upon the Effective Date, in accordance with section 8.2(1) of the Settlement Agreement, each Releasing Party resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants not to sue and undertakes not to make any claim in any way nor to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties in respect of the Released Claims, except for the continuation of the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Released Parties. The use of the terms "Releasing Parties", "Released Parties" and "Released Claims" in this Order is a matter of form only for consistency with the Settlement Agreement.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasing Party shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand in respect of Released Claims against any Released Party, except for the continuation of the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Released Parties.
9. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class shall be deemed to have consented to the dismissal as against the Released Parties of any Other Actions they have commenced in respect of Released Claims, without costs and with prejudice.
10. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class in respect of Released Claims shall be and is hereby dismissed against the Released Parties, without costs and with prejudice.
11. **THIS COURT ORDERS** that if this Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, in respect of the Released Claims which were made, or could reasonably have been made, in the Ontario Action, by any Non-Settling Defendant, any named

or unnamed co-conspirator and/or any other Person that is not a Released Party against a Released Party (with the exception of a claim that is made by an Opt-Out), or by a Released Party against any Non-Settling Defendant, any named or unnamed co-conspirator and/or any other Person that is not a Released Party are barred, prohibited and enjoined in accordance with the terms of this paragraph 11;

- (b) the Ontario Plaintiffs and members of the Ontario Settlement Class shall not be entitled to claim or recover from any Non-Settling Defendant, any named or unnamed co-conspirator and/or any other Person that is not a Released Party, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) and interest awarded in respect of any claim(s) that correspond to the Proportionate Liability of the Released Parties proven at trial or otherwise;
- (c) the Ontario Plaintiffs and the members of the Ontario Settlement Class shall be entitled to recover from the Non-Settling Defendants, any named or unnamed co-conspirators and/or any other Person that is not a Released Party, only claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants, any named or unnamed co-conspirators and/or any other Person that is not a Released Party to the Ontario Plaintiffs and members of the Ontario Settlement Class, to the extent provided by law. For greater certainty, the Ontario Plaintiffs and members of the Ontario Settlement Class shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants, any named or unnamed co-conspirators and/or any other Person that is not a Released Party, to the extent provided by law; and
- (d) this Court shall have full authority to determine the Proportionate Liability of the Released Parties at the trial or other disposition of this Ontario Action, whether or not the Released Parties appear at the trial or other disposition, and the Proportionate Liability of the Released Parties shall be determined as if the Released Parties are parties to this Ontario Action and any determination by this Court in respect of the Proportionate Liability of the Released Parties shall apply only in this Ontario Action and shall not be binding on the Released Parties in any

other proceedings.

12. **THIS COURT ORDERS** that if this Court ultimately determines that the Non-Settling Defendants in the Ontario Action would have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Released Parties in respect of the Released Claims, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants in the Ontario Action may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits or judgment against them in the Ontario Action or the rights of the Ontario Plaintiffs and the members of the Ontario Settlement Class to oppose or resist any such arguments, except as provided for in this Order.

13. **THIS COURT ORDERS** that a Non-Settling Defendant in the Ontario Action may, on motion to this Court, determined as if the Ontario Settling Defendants remained parties, brought on at least sixty (60) days' notice to counsel for the Ontario Settling Defendants, and not to be brought unless and until the Ontario Action has been certified against that Non-Settling Defendant and all appeals or times to appeal have been exhausted, seek orders for the following:
 - (a) documentary discovery and an affidavit of Documents from the Ontario Settling Defendants in accordance with the Rules of Civil Procedure;
 - (b) oral discovery of a representative of the Ontario Settling Defendants, the transcripts of which may be read in at trial;
 - (c) leave to serve a request to admit on the Ontario Settling Defendants in respect of factual matters; and/or
 - (d) the production of a representative of the Ontario Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendant.

14. **THIS COURT ORDERS** that the Ontario Settling Defendants shall retain all rights to oppose any motion brought under paragraph 13 of this Order. Moreover, nothing herein restricts the Ontario Settling Defendants from seeking a protective order to maintain

confidentiality and protection of proprietary information in respect of documents to be produced and/or information obtained from discovery in accordance with paragraph 13, Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 13, the Court may make such orders as to costs and other terms as it considers appropriate.

15. **THIS COURT ORDERS** that a Non-Settling Defendant must effect service of the motion(s) referred to in paragraph 13 above in accordance with the applicable rules relating to service in the *Rules of Civil Procedure*.
16. **THIS COURT ORDERS** that to the extent that such an order is granted pursuant to paragraph 13 and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Ontario Settling Defendants to the Ontario Plaintiffs and Ontario Class Counsel without charge within twenty (20) days of such discovery being provided to the Ontario Non-Settling Defendants.
17. **THIS COURT ORDERS** that except as provided herein, this Order does not affect any claims or causes of action that any member of the Ontario Settlement Class has or may have in respect of Released Claims against the Non-Settling Defendants or named or unnamed co-conspirators who are not Released Parties in the Ontario Action.
18. **THIS COURT ORDERS** that the requested Class Counsel Fees and Disbursements for Ontario Class Counsel be paid from the Settlement Amount, in accordance with the provisions of the Settlement Agreement.
19. **THIS COURT ORDERS** that the requested Funder Entitlements be paid from the Settlement Amount, in accordance with the provisions of the Settlement Agreement.
20. **THIS COURT ORDERS** that members of the Ontario Settlement Class be given notice of the Distribution Protocol and claims process by means of the Ontario Post-Approval Notice substantially in the form attached hereto as **Appendix "B"** and the Ontario Settlement Administrator forthwith distribute the Ontario Post-Approval Notice in accordance with the Ontario Notice Plan.
21. **THIS COURT ORDERS** that, following distribution of the Ontario Post-Approval Notice,

the Ontario Settlement Administrator forthwith implement the Distribution Protocol, including the claims process, in accordance with the provisions of the Settlement Agreement and the Distribution Protocol.

22. **THIS COURT ORDERS** that for purposes of administration and enforcement of this Order and the Settlement Agreement and the Distribution Protocol, this Court will retain an ongoing supervisory role and the Ontario Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing this Order, the Settlement Agreement and subject to the terms and conditions set out in the Settlement Agreement.
23. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
24. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, and without limiting the Settling Defendants' obligations under the Settlement Agreement to pay the Settlement Payment and provide the cooperation required therein, no Released Party has any responsibility or liability whatsoever relating to the administration of the Settlement Agreement, Distribution Protocol, the claims process required by the Distribution Protocol, or the administration, investment or distribution of the Account.
25. **THIS COURT ORDERS** that the Ontario Plaintiffs shall have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, the Distribution Protocol or the administration, investment or distribution of the Account.
26. **THIS COURT ORDERS** that this Order, including but not limited to the approval of the Settlement Agreement and any reasons given by the Ontario Court in connection with this Order, except any reasons given in connection with paragraphs 11 to 16 of this Order, if applicable, are without prejudice to the rights and defences of the Non-Settling Defendants in the Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

27. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon a complementary Settlement Approval Order being made by the Quebec Court in the action commenced by James Govan filed in Quebec Court, Court File No. 500-06-000888-178 (Montreal), and the terms of this Order shall not be effective unless and until such order is approved by the Quebec Court. If such order is not secured in Quebec, this Order shall be null and void without prejudice to the rights of the Settling Parties to proceed with the Ontario Action and any agreement between the Settling Parties incorporated into this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
28. **THIS COURT ORDERS AND DECLARES** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be set aside and declared null and void and of no force or effect on subsequent motion made on notice to the Ontario Plaintiffs and any Person is estopped from asserting otherwise and notice of the termination of the Settlement Agreement and the setting aside of settlement certification shall be given to the Ontario Settlement Class upon such Order becoming a Final Order.
29. **THIS COURT ORDERS** that except as aforesaid, upon the Effective Date, the Ontario Action is hereby dismissed as against the Ontario Settling Defendants without costs and with prejudice.

Morgan, J.

Schedule "D"

Terms of Cooperation

- (1) In addition to terms defined in this Schedule, the definitions set out in the Settlement Agreement apply to and are incorporated into this Schedule "D".

Document Production

- (2) Documents will be produced by the Settling Defendants in accordance with the agreed upon document production protocol attached as Schedule "H" to this Settlement Agreement.
- (3) By the later of (i) March 31, 2025 or (ii) sixty (60) days from the date of the approval of the Settlement Agreement by the Ontario Court or the Quebec Court, whichever date is later, the Settling Defendants shall provide the Plaintiffs with electronic copies of the following Documents:
- (a) all Documents that are in the possession, control or power of the Settling Defendants that are relevant to the Actions and that have not previously been provided to the Plaintiffs, including:
- (i) Documents relating to price increases or potential price increases for Packaged Bread from January 1, 2001 to September 30, 2016, including (i) all price increases identified in the Competition Bureau's Informations to Obtain as being announced on or about February 2002, September 2002, January 2004, February 2005, November 2005, July/August 2006, July 2007, September 2007, March/April 2010, December 2010, February 2011, February 2012, October 2012, January 2015, and November/December 2015; and (ii) any other price increases or potential price increases, whether implemented or not;
 - (ii) copies of all Documents produced by the Settling Defendants to the Commissioner of Competition¹, or any other government entity, through the Settling Defendants' participation in the Immunity Program under the *Competition Act* (the "Immunity Program");
 - (iii) copies of any Documents in the Settling Defendants' possession, control or power provided by the Commissioner of Competition or any other government entity;
 - (iv) Documents sufficient to establish the Settling Defendants' volume of commerce of Packaged Bread for the period relevant to the Actions; and

¹ References to the Commissioner of Competition include Deputy Commissioners and their staff at the Competition Bureau.

- (v) copies of the Settling Defendants' publicly available financial statements from 1995 to 2024.

If final approval of the Settlement Agreement is not obtained in either Action, all Documents provided under this Schedule shall be destroyed forthwith.

- (4) If the Settling Defendants have in their possession, control or power any Documents provided to them by third-parties that are relevant to the Actions that cannot be disclosed pursuant to confidentiality obligations, court orders, or other third-party consent rights, the Settling Defendants agree to request that the third-parties consent to the release of these Documents to the Plaintiffs with the exception that the Settling Defendants will not request consents from any third-party to the extent that the disclosure of the third-party's information could result in a waiver of any applicable privilege, including solicitor-client or informer privilege.
- (5) Subject to section (22) below, the Settling Defendants shall provide a log of any Documents in their possession, control or power that are responsive to section (3(a)(i)) above that have not been provided and indicate, for each Document or for any part of a Document that has been redacted, the basis upon which the Document has not been provided or the basis upon which the Document has been redacted, and in particular, the type of privilege or confidentiality claimed over the Document or the part of the Document that has been redacted. For greater certainty, this obligation does not apply to any Documents that are covered by the privileges as confirmed by the decision of Justice Sheehan dated May 27, 2024.
- (6) All Documents provided by the Settling Defendants pursuant to this Schedule, or that would have been provided pursuant to this Schedule if they had not previously been provided to the Plaintiffs, are to be treated as if produced in both the Ontario Action and Quebec Action. They may be relied on by the Plaintiffs and tendered at trial in the Ontario Action and Quebec Action as if they were produced during documentary discovery under the *Rules of Civil Procedure* and the equivalent Quebec laws.

Sales Data and Information

- (7) For greater certainty, the Settling Defendants' obligation to produce Documents shall include all sales data and transactional costs data, relevant to Packaged Bread, available for the period relevant to the Actions but the Settling Defendants shall not be required to produce Documents already provided to the Plaintiffs as part of the mediation process and the document production process in Quebec. Such data shall include:

- (a) all sales and costs data provided for the mediation;
- (b) date, description, SKU, brand, product groupings/categorizations, region, retailer/buyer information, sales amount, sales quantity, rebates, discounts, and other adjustments applied;
- (c) a data dictionary defining all variables and relationships in the data;
- (d) customer lists;
- (e) data regarding all sales of Packaged Bread to non-defendant retailers, including food distribution companies;
- (f) Settling Defendants' actual input costs, including of wages, packaging costs, plant operation, freight or other transportation, taxes, energy, flour, water, yeast, flavourings, sugars, additives, preservatives and stabilizers, financing, and any other ingredient and manufacturing costs;
- (g) all data that Settling Defendants' mediation experts relied on for the purposes of creating reports prepared for the purposes of mediation if it is different from any of the above; and
- (h) if the Settling Defendants' mediation experts have analyzed the data, the specifications and coding used for the analysis must also be produced.

For greater certainty, any data identified in this section (7) shall be produced in its raw, unaltered form but there shall be no requirement to produce any data relating to any products other than Packaged Bread.

Assistance with Documentary Discovery

- (8) The Settling Defendants agree to provide the Plaintiffs with reasonable assistance as the Plaintiffs reasonably require in relation to documentary discovery in the Actions, before the end of the calendar year of 2026, including assistance with:
 - (a) understanding the transactional sales data and transactional costs data produced by the Settling Defendants;
 - (b) identifying relevant documentation and data that should be producible by the Non-Settling Defendants;
 - (c) identifying relevant custodians employed or previously employed by the Non-Settling Defendants;
 - (d) understanding the Packaged Bread industry, including (i) industry terms, language, acronyms and jargon, and (ii) relevant practices in the manufacturing and retailing of Packaged Bread, including timelines and budgeting processes for manufacturers and retailers;

- (e) understanding the definition of the market for Packaged Bread during the period relevant to the Actions;
- (f) understanding the Settling Defendants' volume of commerce of Packaged Bread during the period relevant to the Actions;
- (g) understanding the margins earned by the Settling Defendants on Packaged Bread during the period relevant to the Actions;
- (h) understanding the margins potentially earned by the Non-Settling Defendants on Packaged Bread during the period relevant to the Actions;
- (i) understanding regional and local market shares during the period relevant to the Actions, particularly as relevant to the undueness test in section 45 of the *Competition Act* prior to 2010;
- (j) identifying opportunities for interactions between and among wholesalers and retailers;
- (k) understanding the chronology of interactions between, among or including the Settling Defendants and the Non-Settling Defendants relevant to the Actions;
- (l) identifying and explaining events during the period relevant to the Actions that could impact wholesale and retail pricing;
- (m) understanding costs for Packaged Bread within the manufacturing and retail sectors;
- (n) understanding efficiencies that may be applicable to the profitability of manufacturing of Packaged Bread; and
- (o) understanding data produced by Non-Settling Defendants.

Settling Defendants' Counsel Assistance

- (9) Without limiting the scope of the cooperation obligations provided for above, the Settling Defendants agree to make available to Class Counsel, at the Settling Defendants' sole expense, the advice and services of Settling Defendants' counsel, including the services of Robert Samuel Russell, to provide reasonable assistance in the preparation of any discovery plans to be filed in the Actions, as the Plaintiffs reasonably require, until the earlier of the end of the 2026 calendar year or the discovery plans having been filed in all Actions.

Evidentiary Proffer

- (10) The Settling Defendants will provide the Plaintiffs with an oral evidentiary proffer, through meetings between Class Counsel and counsel for the Settling Defendants, which will provide relevant factual information relating to the Actions, consistent with section (22) below, only to the extent that the disclosure of such information does not result in a waiver of any applicable privilege, including

solicitor-client or informer privilege. The proffer will include, to the extent not covered within section (8) above:

- (a) information regarding the conduct of the Non-Settling Defendants in respect of the contacts, meetings and communications between, among or including the Settling Defendants and the Non-Settling Defendants relevant to the Actions;
 - (b) the identification of employees and officers of the Settling Defendants who were involved in pricing decisions in the Packaged Bread industry, including those persons who participated or may have participated in the matters alleged in the Actions, including the relevant roles and job titles for these employees and officers, on a year-to-year basis;
 - (c) the identification of employees and officers of the Non-Settling Defendants who, to the Settling Defendants' knowledge, were involved in pricing decisions relating to the Packaged Bread industry, including those persons who participated or may have participated in the matters alleged in the Actions, and including the relevant roles and job titles for these employees and officers and any known interactions that these employees and officers had with those individuals listed in section (10(b)) above, on a year-to-year basis; and
 - (d) the identification and description of key Documents in the possession, control or power of the Settling Defendants relevant to the Actions.
- (11) Following the proffer, counsel for the Settling Defendants will respond to written and oral questions from Class Counsel relating to the information provided in the oral evidentiary proffer, and will answer Class Counsel's questions relating to the Actions on an ongoing basis until the Settling Defendants' cooperation obligations cease, only to the extent that the responses or answers to any such questions do not result in a waiver of any applicable privilege, including solicitor-client or informer privilege.
- (12) Class Counsel may: (i) use information obtained from the oral evidentiary proffers in the prosecution of any or all of the Actions; and (ii) rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order, the Plaintiffs shall not introduce any information from the oral evidentiary proffers into the record or subpoena any counsel for the Settling Defendants related to an oral evidentiary proffer.

Witnesses

- (13) The Settling Defendants shall identify by name, position or former position, and last known contact information, all current and former employees, officers, and directors with direct evidence of matters relevant to the Actions (the "Settling Defendants' Witnesses").
- (14) The Settling Defendants shall not object to the Plaintiffs seeking to interview any of the Settling Defendants' Witnesses.
- (15) The Settling Defendants shall make best efforts to make available any of the Settling Defendants' Witnesses who are current employees, officers, or directors, or anyone with a duty of cooperation to the Settling Defendants, for interview by the Plaintiffs upon request.
- (16) Any reasonable expenses incurred by any of the Settling Defendants' Witnesses, who are current employees and who are interviewed under this section, shall be borne by the Settling Defendants.

Trial Witnesses

- (17) The Settling Defendants agree to use best efforts to produce at trial or otherwise in the Actions (including through affidavit evidence): (i) representatives qualified to establish for admission into evidence the Settling Defendants' transactional sales and costs data and other sales information provided; (ii) representatives qualified to establish for admission into evidence any of the Settling Defendants' Documents provided as cooperation pursuant to this Settlement Agreement that is necessary for the prosecution of the Actions; and, to the extent not included in (i) or (ii), (iii) any of the Settling Defendants' Witnesses. For representatives appearing as trial witnesses, the Settling Defendants shall provide will-say statements to the Plaintiffs at a reasonable time in advance of the trial.

Cooperation Material to Agreement

- (18) If the Settling Defendants materially breach this Schedule, and the breach is not cured within thirty (30) days of the Plaintiffs providing the Settling Defendants with notice of the material breach, the Plaintiffs may move before the Courts to enforce the terms of the Settlement Agreement and may exercise any rights they have at law to seek or obtain testimony, discovery, information or Documents from current officers, directors and/or employees of the Settling Defendants. Additionally, if the Settling Defendants are unable to provide the cooperation referred to in this Schedule, the Plaintiffs may exercise any rights they have to seek to obtain testimony at trial from

the current and former officers, directors and/or employees of the Settling Defendants and Released Parties.

- (19) The obligations of the Settling Defendants pursuant to this Schedule shall be continuing obligations to forthwith make additional productions of Documents to the extent that the Settling Defendants identify additional Documents that fall within the scope of section (3) above following the making of the production provided for in this Schedule.
- (20) A material factor influencing the Plaintiffs' decision to execute the Minutes of Settlement and this Settlement Agreement is the Settling Defendants' agreement to cooperate. The Settling Defendants represent that they have information relevant to the allegations raised in the Actions that will assist the Plaintiffs in prosecuting the Actions and that it will be provided to the Plaintiffs pursuant to the terms of this Settlement Agreement.

Limits on use of Documents

- (21) It is understood and agreed that all Documents provided by the Settling Defendants to Plaintiffs under this Schedule shall be used only in connection with the prosecution of the claims in the Actions and shall not be used directly or indirectly for any other purpose, except to the extent that the Documents are publicly available. Plaintiffs and Class Counsel agree they will not disclose the Documents and information provided by the Settling Defendants except in accordance with the terms of the Confidentiality Agreement entered into between the Parties for the purposes of mediation.

Limits to Cooperation

- (22) Notwithstanding the Settling Defendants' acknowledgement of the importance to the Plaintiffs of the terms of cooperation set out in this Schedule and the Settling Defendants' acknowledgement of the Plaintiffs' reliance on the Settling Defendants' agreements to cooperate as reflected in this Schedule, the Parties agree that the Settling Defendants shall not be required to provide cooperation:
- (a) in violation of informer privilege;
 - (b) in violation of solicitor-client privilege; and
 - (c) in violation of any other legal obligation, including without limiting the generality of the foregoing, litigation privilege, any privacy, bank secrecy and other laws, regulations, and policies of Ontario, Quebec or any other Canadian or foreign jurisdiction.

The Parties shall have recourse to the Mediator to the extent it is necessary to resolve any questions or disputes regarding the applicability of these limits to cooperation, the reasonableness of the requested assistance, and the reasonableness of the assistance provided under this Schedule.

- (23) The Plaintiffs agree not to seek or otherwise request any information, whether through document requests or through questions to witnesses or otherwise, about the Settling Defendants' participation in the Immunity Program, including the identity of any individuals who provided information as part of the Settling Defendants' participation or otherwise.

Schedule "E1"

Ontario Pre-Approval Notice - Longform

LEGAL NOTICE AUTHORIZED BY THE SUPERIOR COURT OF JUSTICE FOR ONTARIO

PACKAGED BREAD CLASS ACTION SETTLEMENT – NOTICE TO INDIVIDUALS AND BUSINESSES
RESIDENT ANYWHERE IN CANADA EXCEPT QUEBEC

If you purchased Packaged Bread anywhere in Canada except Quebec between January 1, 2001 and December 31, 2021, your legal rights could be affected.

Class actions have been certified/authorized in Ontario and Quebec on behalf of all Persons in Canada alleging that the defendant bread producers and retailers participated in an unlawful conspiracy regarding the price of Packaged Bread sold in Canada.

Packaged Bread means any and all packaged bread products and bread alternatives produced or distributed by any of the current or future defendants to the actions, including bagged bread, buns, rolls, bagels, naan, English muffins, wraps, pita and tortillas, but not bread frozen when sold and bread baked on-site in the establishment where it is retailed.

THE LOBLAW/WESTON SETTLEMENT

A settlement agreement has been reached for all of Canada with: Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Foods (Canada) Inc., Weston Bakeries Limited, and Weston Food Distribution Inc. (collectively, "**Loblaw/Weston**"). The Loblaw/Weston defendants are the first to enter into a settlement of the class actions. The class actions will continue against the non-settling defendants: Canada Bread Company, Limited, Sobeys Inc., Sobeys Quebec Inc., Sobeys Capital Incorporated, Metro Inc., Wal-Mart Canada Corp. and Giant Tiger Stores Limited.

Loblaw/Weston has agreed to pay CAD **\$500 million** (\$96 million of which has already been paid through the Loblaw Card Program) for the benefit of settlement class members across Canada and to provide co-operation to the plaintiffs in pursuing their claims in the continuing actions against the non-settling defendants. In exchange, settlement class members will give Loblaw/Weston a full release of

the claims against them in the class actions in relation to Packaged Bread. The settlement is not an admission by Loblaw/Weston of liability, fault, or wrongdoing, but is a compromise of disputed claims.

SETTLEMENT APPROVAL HEARINGS

The Loblaw/Weston settlement must be approved by the Courts in Ontario and Quebec before it can become effective. At the Settlement Approval Hearings, the Courts will determine whether the settlement is fair, reasonable, and in the best interests of the settlement class members.

The Courts will also be asked to approve a distribution protocol and a claims process governing the payment of the net settlement monies (after deduction of court-approved lawyers' fees and disbursements, administration expenses, funder entitlements, an ongoing litigation holdback and all applicable taxes) to and for the benefit of settlement class members. If the settlement is approved by the Courts, 78% of the settlement monies will be allocated to the Ontario class action and 22% to the Quebec class action.

The Settlement Approval Hearing for the Ontario class action is to take place at the Superior Court of Justice for Ontario on ●, 2025 at ● am at [insert or by judicial videoconference].

At the Ontario Settlement Approval Hearing, the lawyers working on the Ontario class action will also be requesting court approval of lawyers' fees of [insert], plus disbursements and applicable taxes. The Ontario Court will decide the amount the lawyers will be paid out of the settlement monies.

If the Loblaw/Weston settlement is approved by the

Courts, a further legal notice will be provided outlining next steps.

THE ONTARIO CLASS ACTION

The class previously certified for the ongoing Ontario class action is: All Persons residing in Canada except Quebec as of December 31, 2021, other than Excluded Persons, who between November 1, 2001 and December 31, 2021, inclusive, purchased, either directly or indirectly, Packaged Bread manufactured and produced by a defendant producer that was sold by a defendant retailer (the “**Ontario Class**”).

For the purposes of the Loblaw/Weston settlement, the Ontario Class was expanded to include purchasers of Packaged Bread manufactured by a defendant bakery but purchased from someone other than a defendant retailer. The definition of the Loblaw/Weston settlement class for the Ontario Action is: All Persons resident anywhere in Canada except Quebec as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, purchased Packaged Bread, either directly or indirectly, produced or distributed by a defendant (the “**Ontario Settlement Class**”).

The term “**Persons**” used in the definitions above includes individuals and corporations, partnerships, associations and other types of businesses and the term “**Excluded Persons**” used in the definitions above means Persons who opt out of the Ontario class action and the defendants and other related parties.

If you are a potential member of the Ontario Settlement Class and you wish to participate in the Loblaw/Weston settlement, you do not need to do anything at this time.

If you do not opt out now, you will be bound by the Loblaw/Weston settlement if it is approved by the Court, your claims against Loblaw/Weston will be released and you will lose any right you have to begin or continue your own action against Loblaw/Weston, but you may be entitled to make a claim for money from the Loblaw/Weston settlement as provided in the distribution protocol.

OPTING OUT OF THE ONTARIO CLASS ACTION

If you are a potential member of the Ontario Settlement Class and you do not want to participate in the Loblaw/Weston settlement, you must opt out now. By opting out, you will not be able to make a claim for money from the Loblaw/Weston settlement, but you will maintain any right you have to begin or continue your own action against Loblaw/Weston.

The opt out deadline is [insert]. To opt out, you must send a signed written opt out election to the Ontario Settlement Administrator [insert] so it is received by midnight PST on ● at the latest. Find out how to do this and what must be included at [insert website].

This is your only chance to opt out of the Ontario class action.

OBJECTIONS TO THE SETTLEMENT

If you do not wish to opt out of the Ontario Settlement Class but you wish to comment on or object to the Loblaw/Weston settlement, you must deliver a written submission to the Ontario Settlement Administrator so it is received by midnight PST on ● at the latest. Find out how to do this and what must be included at [insert website].

THE DISTRIBUTION PROTOCOL AND CLAIMS FOR COMPENSATION

The distribution protocol includes detailed information on the claims process and how payments to and for the benefit of settlement class members will be processed and paid.

The portion of settlement monies allocated to and for the benefit of settlement class members who purchased Packaged Bread for their personal consumption and not for resale will be distributed to those settlement class members who submit a claim for compensation in the claims process that will be established.

The portion of settlement monies allocated to and for the benefit of settlement class members who purchased Packaged Bread for resale in the same or a modified form will be retained in trust and not distributed at this time. The manner in which these monies will be distributed will be determined by the Courts at a future date.

MORE INFORMATION

It is strongly recommended that you review the Loblaw/Weston settlement, the distribution protocol and answers to frequently asked questions found at [insert website].

If you have questions about the Loblaw/Weston settlement, you may contact the Ontario Settlement Administrator:

- *Email and phone number of admin*

ONTARIO CLASS COUNSEL

Strosberg Wingfield Sasso LLP
www.swslitigation.com

Orr Taylor LLP
www.ortaylor.com

This Notice contains a summary of some of the terms of the Ontario pre-approval order, the Loblaw/Weston settlement agreement and the distribution protocol in the Ontario class action. If there is a conflict between the provisions of this Notice and any of those documents, the terms of the documents shall govern.

Schedule "E1.1"

Ontario Pre-Approval Notice - Shortform

LEGAL NOTICE AUTHORIZED BY THE SUPERIOR COURT OF JUSTICE FOR ONTARIO

Loblaw/Weston Packaged Bread Class Actions Settlement

Class actions have been certified/authorized by the Ontario Superior Court of Justice and the Superior Court of Quebec on behalf of all individuals and businesses resident in Canada who purchased Packaged Bread alleging certain manufacturers and retailers engaged in anticompetitive conduct resulting in overcharges for Packaged Bread sold in Canada. The Courts have not yet made any decision on the merits of the claims or the defences in either of the actions.

The Plaintiffs in the actions have entered into a national settlement with Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Foods (Canada) Inc., Weston Bakeries Limited, and Weston Food Distribution Inc. (collectively "Loblaw/Weston") for \$500 million (\$96 million of which has already been paid) and their cooperation in pursuing the claims against the non-settling defendants in the continuing actions. In exchange, settlement class members will give Loblaw/Weston a full release of the claims against them in the actions in relation to Packaged Bread.

If the settlement is approved by the Courts in both actions, the net settlement funds (after deducting class counsel's fees and all settlement expenses approved by the Courts) will be distributed to and for the benefit of Settlement Class Members in accordance with the provisions of the distribution protocol approved by the Courts. Settlement funds allocated for settlement class members who purchased Packaged Bread for their personal consumption and not for resale will be distributed through a claims process. Settlement funds allocated for settlement class members who purchased Packaged Bread for resale in the same or a modified form will be retained in trust at this time. The manner in which those monies will be distributed will be determined by the Courts at a future date.

Ontario Settlement Class Members' Options

If you are resident anywhere in Canada except Quebec and you purchased Packaged Bread between January 1, 2001 and December 31, 2021, inclusive, and wish to participate in the Loblaw/Weston Settlement, you do not have to do anything to be included in the Ontario Settlement Class.

If you wish to:

- **Opt-Out** of the Ontario Settlement Class, the deadline to opt-out/exclude yourself is midnight PST on [insert].
- **Object** to or **comment** on the Loblaw/Weston Settlement, the deadline to do so is midnight PST on [insert].
- **Attend the Ontario Settlement Approval Hearing**, it will take place on [insert] 2025, at [insert].

For more information and to find out how to exercise your rights, *please read the full Notice and the documents available at [insert Ontario Settlement Website].*

STROSBERG WINGFIELD SASSO LLP
www.swslitigation.com

ORR TAYLOR LLP
www.ortaylor.com

Schedule "E2"

Quebec Pre-approval Notice – Longform

IF YOU BOUGHT PACKAGED BREAD IN CANADA BETWEEN JANUARY 1, 2001 AND DECEMBER 31, 2021 YOU MAY HAVE RIGHTS IN NATIONAL CLASS ACTION LAWSUITS

What's This About?

Class actions have been authorized by the Quebec Court and certified by the Ontario Court on behalf of all residents in Canada alleging that certain manufacturers and retailers of Packaged Bread engaged in anticompetitive conduct resulting in overcharges for Packaged Bread sold in Canada.

Packaged Bread means any and all packaged bread products and bread alternatives produced or distributed by any of the current or future Defendants to the Actions, including but not limited to bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas, but excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed.

The Courts have not yet made any decision on the merits of the claim or the defences in either of the Actions.

Some parties have entered into a national settlement in both the Quebec and Ontario actions.

The Quebec Plaintiff and the Quebec Settling Defendants, Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Foods (Canada) Inc., Weston Bakeries Limited, and Weston Food Distribution Inc. (collectively "**Loblaw/Weston**"), will be asking the Court to approve the settlement, the details of which are set out below, pertaining to their alleged role in the facts alleged in the Actions.

The Actions will continue against the Non-Settling Defendants: Canada Bread

Company, Limited, Sobeys Inc., Sobeys Quebec Inc., Sobeys Capital Incorporated, Metro Inc., Wal-Mart Canada Corp. and Giant Tiger Stores Limited.

Who Is Concerned?

On December 19, 2019 (as rectified on April 22, 2022), the Quebec Court, in file number 500-06-000888-178, authorized the Quebec Plaintiff to institute the Quebec Action on behalf of the following class:

"All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1st, 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."*

On [date], the Quebec Court authorized the extension of this class period to December 31, 2021, for settlement purposes and against the Quebec Settling Defendants only.

What does the Settlement Provide?

A national settlement has been reached to resolve the Actions against Loblaw/Weston, subject to approval of the Courts, for **\$500 million** (\$96 million of which has already been paid through the Loblaw Card Program) and Loblaw/Weston's cooperation in prosecuting the Actions against the remaining Non-Settling Defendants, in exchange for a full release of all Released Claims against Loblaw/Weston and a dismissal of the Actions against them.

This settlement is not an admission by Loblaw/Weston of liability, fault, or wrongdoing, but is a compromise of disputed claims. The Courts will be asked to approve a claims distribution process governing how the Settlement Funds will be distributed to Settlement Class Members. If the settlement is approved, 78% of the Settlement Funds will be allocated to the Ontario Action and 22% to the Quebec Action.

When are the Settlement Approval Hearings?

Hearings to decide on approval of the settlement will be heard by both the Quebec Court and the Ontario Court.

The hearing in the Quebec Court is on [date] at the Montreal Court House, at 1 Notre-Dame E., Montreal, QC, H2Y 1B6 or by Teams.

The approval of the settlement in Quebec is contingent upon the approval of same in Ontario.

The Courts will also be asked to approve class counsel fees, administration expenses and funder entitlements payable from the Settlement Amount.

Who Pays Class Counsel?

The Plaintiffs entered into contingency agreements with Class Counsel in each Action. To this end, Plaintiffs are asking the Courts to approve the aggregate payment of [insert \$] for fees plus applicable taxes and [insert \$] for reimbursement of disbursements incurred to prosecute the Actions.

What Do I Need To Do If I Want To Be Included?

If you are a member of the Quebec Settlement Class, **you do not need to do anything to be included in the settlement.**

As a member of the Quebec Settlement Class, you:

- a) will be bound by the terms of the settlement, the administration protocol and the distribution protocol if approved by the Courts;
- b) may make a claim to share in the money to be paid to Settlement Class Members through a claims process that will be run at a time to be determined by the courts.;
- c) will give up your rights to take your own personal action against Loblaw/Weston;
- d) will be able to object to the Settlement or comment on it.

Members of the Quebec Settlement Class who did not already opt out from the Quebec Action (except for those who purchased Packaged Bread between December 20, 2019 to December 31, 2021, who can opt out as described below) will be bound by the terms of the settlement and the distribution protocol if they are approved by the Courts and will release Loblaw/Weston from the Released Claims.

What Do I Need To Do If I Don't Want To Be Bound?

If you are a Quebec resident and you purchased Packaged Bread between January 1, 2001 and December 19, 2019, **you may no longer opt-out as the deadline for doing so has passed.**

If you are a Quebec resident and purchased Packaged Bread only between December 20, 2019 and December 31, 2021 and you do not want to be a member of the Quebec Settlement Class who is legally bound by the Quebec Action, you must exclude yourself by submitting a request to the Settlement Administrator by [Insert]. Go to [Insert website] to obtain information on how to opt out of the Quebec Action.

If you exclude yourself from the Quebec

Action by the Opt-Out Filing Deadline, you will:

- a) retain any rights you have to bring your own lawsuit or continue any lawsuit you have already brought at your own expense against Loblaw/Weston;
- b) not be able to collect any money that will ultimately be paid as a result of these Actions and will not be able to object to this Settlement Agreement or comment on it.

A member of the Quebec Settlement Class may seek authorization from the Quebec Court to intervene if the intervention is considered helpful to the Quebec Settlement Class. A member who intervenes may be required to submit to a deposition. A member of the Quebec Settlement Class other than the Quebec Plaintiff or an Intervenor may not be required to pay the legal costs arising from the Action.

What If I Have Objections To The Settlement or Comments On It?

If you wish to comment on or object to the settlement, the distribution protocol or the fees being sought by class counsel, you must

This Notice contains a summary of some of the terms of the authorization order and the settlement agreement in the Actions. If there is a conflict between the provisions of this Notice and any of those documents, the terms of the documents shall govern.

do so in writing so it is received by the Settlement Administrator by [Insert]. Go to [Insert website] to obtain information on how to object to the Settlement Agreement. Written objections received by the Objection Filing Deadline will be provided to the Courts.

If the Courts approve the settlement, members of the Quebec Settlement Class who objected to it will nonetheless be bound by its terms unless they have opted-out of the Quebec Action as described in this Notice.

You can object to the settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

Where Can I Get More Information?

It is strongly recommended that you review the settlement agreement and answers to frequently asked questions found at [Insert website]. You may contact the Settlement Administrator:

- Email and phone number of admin
- Or contact Quebec Class Counsel at:
- LPC Avocats, Mtre Joey Zukran (514) 379-1572, jzukran@lpclex.com, or
 - Renno Vathilakis, Mtre Michael Vathilakis, (514) 937-1221, mvathilakis@renvath.com.

Schedule “E2.1”

Quebec Pre-approval Notice – Shortform

Packaged Bread Class Action

Class actions have been authorized by the Superior Court of Quebec (S.C.M. no 500-06-000888-178) and certified by the Ontario Court on behalf of all residents in Canada alleging certain manufacturers and retailers of Packaged Bread engaged in anticompetitive conduct resulting in overcharges for Packaged Bread sold in Canada. The Courts have not yet made any decision on the merits of the claims or the defences in either of the actions.

Some parties have entered into a national settlement in both the Quebec and Ontario actions. The Quebec Plaintiff and the Quebec Settling Defendants, Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Foods (Canada) Inc., Weston Bakeries Limited, and Weston Food Distribution Inc. (collectively “**Loblaw/Weston**”), will be asking the Court to approve the settlement pertaining to their alleged role in the facts alleged in the Actions.

If approved by the Quebec and Ontario Courts, Loblaw/Weston will distribute **\$500 million** (\$96 million of which has already been paid) to Class Members, after deducting class counsel’s fees and all settlement expenses.

To find out if you are a member of the Quebec Settlement Class and how to exercise your rights, please read the long-form notice available by scanning the QR code below.

Quebec Settlement Class Members’ Options

If you agree with the Settlement, you have nothing to do. You are part of the Quebec Settlement Class. If you wish to:

- **Opt-Out of the Quebec Settlement Class:**
 - if you purchased Packaged Bread between January 1, 2001 and December 19, 2019, **you may no longer opt-out as the previous deadline passed.**
 - if you purchased Packaged Bread between December 20, 2019 to December 31, 2021, the deadline to opt-out is **[date]**.
- **Object to or comment** on the Settlement, the deadline to do so is **[date]**.
- **Attend the hearing**, it will take place on **[date], 2025**, in room 2.08 of the Montreal Courthouse (1 Notre-Dame E., Montreal, QC, H2Y 1B6) and by Teams

[REDACTED]

This notice is a summary. A detailed notice, as well as the Settlement Agreement and other documents related to this lawsuit, can be found online at the Settlement Website (www.breadsettlementwebsiteQC.com). For more information, you may call or write to Class Counsel: Mtre Joey Zukran (jzukran@lpclex.com), (514) 379-1572 or Mtre Michael Vathilakis (mvathilakis@renvath.com) 514.937.1221



Schedule “F1”

Ontario Notice Plan

Notice will be distributed to the Ontario Settlement Class in Display/Digital/Banner Ads, Press Releases and Ontario Pre-Approval Notice/Ontario Post-Approval Notice format (collectively the “Notices”).

- A. The Settlement Administrator appointed in Ontario will deliver the Notices as follows by:
1. establishing and maintaining an Ontario Settlement Website where the Pre-Approval Notice and Post-Approval Notice will be posted in English and French and also Cree, Inuktitut and Ojibway, together with the Settlement Agreement and Distribution Protocol. The Ontario Settlement Website will permit members of the Ontario Settlement Class to sign up for future updates on the settlement;
 2. creating a targeted digital distribution campaign in English and French, as appropriate, through:
 - a. the creation and oversight of a case-specific Facebook page;
 - b. the placement of Display Ads on Facebook; and
 - c. the placement of Banner Ads on the Google Display Network.

The Facebook page and Display/Digital/Banner Ads will direct interested parties to the Ontario Settlement Website. Display/Digital/Banner Ads may be modified as necessary to fit the dimensions and specifications as required by the particular media providers;

3. placing Display/Digital/Banner Ads via APTN Run-of-Site on National indigenous news/media sites: aptnv.ca and aptnnews.ca in English for approximately a thirty-day period. Digital/Display/Banner Ads will direct interested parties to the Ontario Settlement Website;
4. issuing a Press Release to major news and broadcast outlets across Canada, excluding Quebec, in English and French through Cision’s Canada Newswire and also through the Canada Food and Business Influencer List. The Press Release will direct interested parties to the Ontario Settlement Website;

5. placing Run-of-Site Digital/Display/Banner Ads on/in three (3) Industry sites/publications and newsletters listed in Appendix A for a one-month period. Digital/Display/Banner Ads will direct interested parties to the Ontario Settlement Website;
6. sending the Ontario Pre-Approval Notice/Ontario Post-Approval Notice by email to: persons anywhere in Canada except Quebec who participated in the Loblaw Card Program; and (ii) interested parties who have contacted Ontario Class Counsel about the litigation, where valid contact information has been provided; and
7. sending the Ontario Post-Approval Notice by email to those who register on the Ontario Settlement Website, where valid contact information has been provided.

B. Ontario Class Counsel will also deliver the Ontario Pre-Approval Notice and the Ontario Post-Approval Notice in English and French as follows by:

1. posting them on their respective websites together with the Settlement Agreement and Distribution Protocol; and
2. submitting them for filing with the National Class Action Registry.

C. In addition to the foregoing, for the Ontario Post-Approval Notice campaign, the Settlement Administrator appointed in Ontario will:

1. reach out to national and local newsrooms and journalists to promote media interviews and enhance earned media coverage.

D. Optional Notice distribution, on the recommendation of the Settlement Administrator appointed in Ontario, may include some or all of the following:

1. a one-time weekday placement of a one-quarter page advertisement in the Business Section of The Globe and Mail for the Ontario Pre-Approval Notice campaign only. The placement will direct interested parties to the Ontario Settlement Website;

2. providing direct notice by direct mail or email to businesses and entities through the purchase of an Industry list for the Ontario Pre-Approval Notice campaign only; and/or
3. a four-week linear and/or digital audio radio campaign for the Ontario Post-Approval Notice campaign only.

Note: All recommended placements are subject to availability during the campaign window.

Appendix "A"

Ontario Notice Plan

1. Foodservice and Hospitality

- foodserviceandhospitality.com
- *Hospitality Headlines* Newsletter

2. Menu Magazine

- menumag.ca
- *BITE* Newsletter

3. Restaurants Canada

- restaurantscanada.org
- *RC Insider* Newsletter

Schedule "F2"

Quebec Notice Plan

The Quebec Pre-Approval Notice and Quebec Post-Approval Notice to Quebec Settlement Class Members in English and French (collectively, the "Notices") shall be distributed in the manner described below.

For the purposes of this Notice Plan, the dedicated settlement website for Quebec Settlement Class Members (the "**Quebec Settlement Website**") shall contain the Notices, the Settlement Agreement, the Distribution Protocol and all relevant documents in that regard, and shall be found at the following URLs:

[www.quebecsettlement url to be confirmed](#)
(in English),

[www.quebecsettlement url to be confirmed](#)
(in French).

I. PRE-APPROVAL NOTICE PLAN (QUEBEC)

A. Publication of the Quebec Pre-Approval Notice by Quebec Class Counsel

No later than the Pre-Approval Notice date, Quebec Class Counsel:

1. Shall prominently post the Quebec Pre-Approval Notice, the Settlement Agreement and the Distribution Protocol on its bilingual website dedicated to this class action (www.lpclex.com/bread and <https://lpclex.com/fr/pain/>) for a minimum period of 45 Days;
2. Shall send a message in English and French via e-mail to all persons who subscribed to any of Quebec Class Counsel's mailing lists. The email will include a hyperlink to the Quebec Pre-Approval Notice in English and French;
3. Shall issue a press release or an email to the press containing a link to the Quebec Pre-Approval Notice in English and French and promoting the virtues of the settlement; and
4. Shall upload the Quebec Pre-Approval Notice and the Settlement Agreement on the Quebec Class Action Registry.

B. Publication of the Quebec Pre-Approval Notice by the Settlement Administrator appointed in Quebec

No later than the Pre-Approval Notice date, the Settlement Administrator appointed in Quebec:

5. Shall place the Quebec Pre-Approval Notice in the newspapers consistent with the Quebec Notice Plan following the authorization judgment in *Govan c. Loblaw Companies Limited*, 2020 QCCS 968, namely:

- a. by publication in French in the following newspapers (one quarter page) : le Journal de Montréal, le Soleil de Québec, le Droit, le Quotidien, la Voix de l'Est, la Tribune, and le Nouvelliste;
 - b. by publication in English in The Montreal Gazette (one quarter page);
6. Shall place an online advertisement including a hyperlink to the Settlement Website (which shall display the Quebec Pre-Approval Notice), for a period of 30 days, on the following websites and applications, in English and French, with a minimum budget of \$20,000 before taxes for the province of Quebec:
- a. Meta platform (Facebook and Instagram); and
 - b. Google (Display Network and Search Network).
7. Shall publish the Quebec Pre-Approval Notice, the Settlement Agreement and all relevant documents in that regard on the Quebec Settlement Website.
8. Shall send a message in English and French via e-mail to all persons in Quebec who participated in the Loblaw Card Program, where valid contact information has been provided. The email will include a hyperlink to the Quebec Pre-Approval Notice in English and French.

II. POST-APPROVAL NOTICE PLAN (QUEBEC)

A. Publication of the Quebec Post-Approval Notice by Quebec Class Counsel

No later than the Post-Approval Notice date, Quebec Class Counsel:

9. Shall prominently post the Quebec Post-Approval Notice, the Settlement Agreement and the Distribution Protocol on its bilingual website dedicated to the Quebec Action (www.lpclex.com/bread) for a minimum period of 60 Days;
10. Shall send a message, with a hyperlink to the Quebec Post-Approval Notice and a hyperlink to the Quebec Claim Form in English and French, via e-mail to all persons who subscribed to any of Quebec Class Counsel's mailing lists;
11. Shall issue a press release or an email to the press containing a hyperlink to the Quebec Post-Approval Notice and with a hyperlink to the Quebec Claim Form in English and French, promoting the virtues of the settlement; and
12. Shall upload the Quebec Post-Approval Notice on the Quebec Class Action Registry.

B. Publication of the Quebec Post-Approval Notice by the Quebec Settlement Administrator

No later than the Post-Approval Notice date, the Quebec Settlement Administrator:

13. Shall place the Quebec Post-Approval Notice in the newspapers consistent with the Quebec Notice Plan following the authorization judgment in *Govan c. Loblaw Companies Limited*, 2020 QCCS 968, namely:
 - a. by publication in French in the following newspapers (one quarter page) : le Journal de Montréal, le Soleil de Québec, le Droit, le Quotidien, la Voix de l'Est, la Tribune, and le Nouvelliste;
 - b. by publication in English in The Montreal Gazette (one quarter page).
14. Shall place an online advertisement including a hyperlink to the Quebec Settlement Website (on which the Quebec Claim Form will be made available), for a period of 60 Days, on the following websites and applications, in English and French, with a minimum budget of \$40,000.00 before taxes:
 - a. Meta platform (Facebook and Instagram); and
 - b. Google (Display Network and Search Network);
15. Shall publish the Quebec Post-Approval Notice, the Distribution Protocol, the Quebec Claim Form and all relevant documents in that regard on the Quebec Settlement Website.
16. Shall send a message in English and French via e-mail to all persons in Quebec who participated in the Loblaw Card Program, where valid contact information has been provided. The email will include a hyperlink to the Quebec Post-Approval Notice in English and French.

Schedule "G"

**Canadian Packaged Bread National Class Actions
Distribution Protocol**

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RULES FOR DISTRIBUTION IN THE CANADIAN PACKAGED BREAD NATIONAL CLASS ACTIONS SETTLEMENT

The provisions and procedures set forth in this Distribution Protocol, once approved by the Courts as fair and reasonable having regard to all the circumstances of these Actions, shall govern the claims process to be established in the Ontario Action and the Quebec Action to distribute the Settlement Funds in the Actions to and for Settlement Class Members and shall be implemented by the Settlement Administrators appointed in each Action. It contains provisions aimed at balancing the high cost of complex claims administration with the *de minimis* value of some claims, particularly having regard to the passthrough of overcharges and provides for taking credit for the \$25.00 payment previously issued to those Settlement Class Members who applied to the Loblaw Card Program which made reference to the Ontario Action and Quebec Action.

1. The Settlement Funds shall be distributed to and for the benefit of Settlement Class Members in accordance with the provisions of this Distribution Protocol.
2. This Distribution Protocol contains a \$5.00 minimum payment threshold for the distribution of compensation to reflect the costs of the distribution and to maintain a viable and equitable economic platform for the settlement administration.
3. The distribution of Settlement Funds in Quebec shall be subject to the application of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR. c. R-2.1, r. 2. For avoidance of doubt, the Settlement Agreement provides for collective recovery.

DEFINITIONS

4. The following definitions apply for the purposes of this Distribution Protocol:
 - (a) **Actions (or, individually, Action)** means the Ontario Action and the Quebec Action.
 - (b) **Card Program Payment** means the amount of ninety-six million Canadian dollars (CDN \$96,000,000) previously paid by the Settling Defendants to potential members of the Settlement Classes through the Loblaw Card Program.
 - (c) **Claim** means the electronic claim form that a Claimant must complete and submit to the Settlement Administrator in the applicable Action by the applicable Claims Filing Deadline to be considered for compensation under this Distribution Protocol.
 - (d) **Claimant** means a Consumer and/or an Other Purchaser, if applicable.

- (e) **Claims Filing Deadline** means the applicable date by which Consumers and/or Other Purchasers must submit their Claims.
- (f) **Consumer** means a Settlement Class Member who purchased Packaged Bread, directly or indirectly, for personal use and not for commercial resale in the same or a modified form.
- (g) **Consumer Claim** means the Claim that must be submitted by a Consumer by the Consumer Claims Filing Deadline to be considered for compensation under this Distribution Protocol.
- (h) **Consumer Claims Filing Deadline** means the date by which Consumers must submit their Consumer Claims, which date shall be [3 months] after the first distribution of the Post-Approval Notices advising of the commencement of the Consumer claims process.
- (i) **Consumer Fund** means the fund created in each Action to hold that portion of the Settlement Funds allocated to and for the benefit of Consumers in that Action.
- (j) **Courts (or, individually, Court)** means the Ontario Superior Court of Justice and the Superior Court of Quebec.
- (k) **Distribution Protocol** means this distribution protocol approved by the Courts for the distribution of the Settlement Funds to and for the benefit of Settlement Class Members in accordance with the provisions herein.
- (l) **Excluded Persons means:** (i) each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the heirs, successors, and assigns of any of the foregoing; (ii) counsel of record of any of the Defendants; and (iii) any Person who opted out of the Ontario Action or the Quebec Action.
- (m) **Loblaw Card Program** means the card program described in the Ontario Court decision in *David et al. v. Loblaw et al.*, 2018 ONSC 198.
- (n) **Ontario Action** means the action filed in the Ontario Court with the title of proceedings *David et al., v. Loblaw Companies Limited, et al.*, bearing Court File No. CV-17-586063-00CP (Toronto).
- (o) **Ontario Settlement Class Members** means all Persons resident anywhere in Canada except Quebec as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, directly or indirectly purchased Packaged Bread.

- (p) **Other Purchaser** means a Settlement Class Member in either Action who purchased Packaged Bread for commercial resale in the same or a modified form.
- (q) **Other Purchaser Fund** means the fund created in each Action to hold that portion of the Settlement Funds allocated to and for the benefit of Other Purchasers in that Action.
- (r) **Packaged Bread** means any and all packaged bread products and bread alternatives produced or distributed by any of the current or future Defendants to the Actions, including but not limited to bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas, but excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed.
- (s) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (t) **Quebec Action** means the action filed in the Quebec Court, District of Montreal, under the heading *Govan c. Loblaw Companies Limited, et al.*, bearing Court File No. 500-06-000888-178.
- (u) **Quebec Settlement Class Members** means all persons, partnerships and associations resident in Quebec who purchased at least one package of bread in between January 1, 2001 and December 31, 2021. The word "bread" in the class description means bread products and bread alternatives produced or retailed by any of the Defendants in the Quebec Action, excluding bread frozen when sold and bread baked onsite in the establishment where it is retailed.
- (v) **Settlement Administrator** means RicePoint Administration Inc. dba Verita Global for the Ontario Action and Concilia Services Inc. and Richter LLP for the Quebec Action, subject to being appointed by the Court in the applicable Action to administer the distribution of the Settlement Funds allocated to that Action in accordance with the provisions of this Distribution Protocol and any related Court orders.
- (w) **Settlement Class Members** means the Ontario Settlement Class Members and the Quebec Settlement Class Members.
- (x) **Settlement Funds** means that portion of the Settlement Payment and accrued interest or income available for distribution to and for the benefit of Settlement Class Members after the payments contemplated by the Settlement Agreement and relevant orders of the Courts are deducted.

ALLOCATION OF SETTLEMENT FUNDS

3. The Settlement Funds will be notionally allocated between the Actions on the basis of population as follows:

Ontario Action	Quebec Action
78%	22%

4. The Settlement Funds allocated to each Action shall be further allocated between a Consumer Fund and an Other Purchaser Fund in each Action in the following proportion based upon independent expert evidence and the sales data available to the expert at this stage of the Actions:

Consumer Fund	Other Purchaser Fund
99.5%	0.5%

DISTRIBUTION OF THE OTHER PURCHASER FUND

5. The Settlement Funds allocated to the Other Purchaser Fund in each Action will not be distributed at this time. These monies will continue to be held in trust by the Trustee and invested for the benefit of Other Purchasers.
6. The Courts will determine how the Other Purchaser Fund will be distributed at a later date on notice to Settlement Class Members who are Other Purchasers. This may include a distribution to Other Purchasers following a claims process to be run at a future date or, alternatively, may include a *cy-près* distribution to industry associations and/or registered charity or not-for-profit organization (or charities and/or not-for-profit organizations) connected to addressing food security in Canada.

RULES FOR DISTRIBUTION OF THE CONSUMER FUND

7. Consumers seeking compensation for overcharges paid on Packaged Bread purchases must submit their Consumer Claims to the Settlement Administrator appointed in the applicable Action on or before midnight PST on the Consumer Claims Filing Deadline to be considered for compensation.
8. Any Consumer Claim not submitted to the Settlement Administrator appointed by the Court in the applicable Action on or before midnight PST on the Consumer Claims Filing Deadline will be rejected by the Settlement Administrator.

9. The following additional provisions apply to Consumer Claims:
- a) Consumers resident anywhere in Canada except Quebec on December 31, 2021 must submit their Consumer Claim to the Settlement Administrator appointed in the Ontario Action at [insert Ontario Action Settlement Website];
 - b) Consumers resident in Quebec on December 31, 2021 must submit their Consumer Claim to the Settlement Administrator appointed in the Quebec Action at [insert Quebec Action Settlement Website];
 - c) Consumer Claims from individuals under the age of eighteen (18) years, as of the date of their Claim, will not be accepted;
 - d) Consumer Claims from or on behalf of estates will not be accepted;
 - e) Consumers will be required to declare the \$25.00 benefit issued to them under the Loblaw Card Program on their Consumer Claim, if applicable;
 - f) Consumers will be required to provide the following in respect of their Consumer Claim: (i) such information and/or documentation as may be required by the Settlement Administrator appointed in the applicable Action; and (ii) a confirmation that the information and/or documentation that they have submitted is true and correct and that they are not making any claim to which they are not entitled.
10. The Settlement Administrator appointed by the Court in the applicable Action shall determine whether or not each Consumer Claim is approved based upon the provisions of this Distribution Protocol and the information and/or documentation submitted by the Consumer.
11. The Settlement Administrator shall notify Consumers if their Consumer Claim is identified as being supported by insufficient proof or lacking other required information. The Consumer shall have twenty (20) days from the date of such notice to remedy the issue(s). If the issue(s) is not corrected within the twenty (20) day period, the Settlement Administrator shall reject the Consumer Claim.
12. The Settlement Administrator shall process claims in a reasonable and cost-efficient manner. Any dispute regarding an assessment by the Settlement Administrator of the admissibility and validity of a Consumer Claim shall be referred to the Settlement Administrator for reassessment, and the Settlement Administrator's decision on the said reassessment shall be final. Prior to making a determination, the Settlement Administrator may consult with Class Counsel to resolve any questions or uncertainties relating to such determinations.

13. Compensation payable for approved Consumer Claims shall be calculated by the Settlement Administrator appointed in the applicable Action from the portion of the Settlement Funds allocated to the Consumer Fund in that Action as follows:
- a) Following its evaluation of Consumer Claims, the Settlement Administrator shall calculate the total amount required to pay initial compensation of \$25.00 (or such lesser amount on a *pro rata* basis against the funds available in the Consumer Fund) for each approved Consumer Claim that was not compensated as part of the Loblaw Card Program;
 - b) If there are monies remaining in the Consumer Fund after the Settlement Administrator has determined the total amount required to cover the \$25.00 initial compensation amount for all approved Consumer Claims not compensated as part of the Loblaw Card Program, the Settlement Administrator will calculate on a *pro rata* basis as against the amount remaining in the Consumer Fund an amount of supplemental compensation payable for all approved Consumer Claims (both those that were compensated and those that were not compensated under the Loblaw Card Program);
 - c) If the supplemental compensation calculated for approved Consumer Claims compensated as part of the Loblaw Card Program amounts to less than \$5.00, no payment will be made. Any amounts remaining in the Consumer Fund as a result of this provision will be reallocated *pro rata* to the approved Consumer Claims not compensated as part of the Loblaw Card Program prior to distribution; and
 - d) Where both Initial and supplemental compensation is payable for an approved Consumer Claim under the provisions of this paragraph 13, the compensation will be combined and paid as a single Interac e-transfer or cheque.
14. As soon as practicable after the calculation of the compensation for approved Consumer Claims is completed and prior to its distribution, the Settlement Administrator in each Action shall report to Class Counsel in the Action regarding the proposed distribution of compensation. Upon receipt of the Settlement Administrator's report, Class Counsel in the applicable Action shall forthwith take such steps as they determine may be required pursuant to the provisions of the Distribution Protocol to finalize payment of the compensation for approved Claims including, if necessary, an application to the applicable Court.
15. As soon as practicable after the proposed distribution for Consumer Claims is approved for distribution by Class Counsel in the applicable Action, the Settlement Administrator shall requisition the funds required from the Trustee and upon their receipt forthwith pay out the compensation in accordance with the approved distribution.

16. Approved Consumer Claims in each Action will be paid by Interac e-transfer through email or, if elected by the Consumer, by cheque. Where a Consumer elects to be paid by cheque, \$2.00 will be deducted from the compensation payable to reflect the additional cost of providing a cheque.
17. Subject to the sole discretion of the Settlement Administrator in the applicable Action, payments will not be reissued after their expiry (thirty (30) days for Interac e-transfer and six (6) months for a cheque). Where a Consumer requests that an e-transfer or cheque be reissued, \$10.00 may be deducted from the compensation payable to reflect the cost of reissuing the payment.
18. There shall be no right of appeal in respect of Consumer Claims.

Residual Discretion for the Management of the Consumer Distribution

19. Notwithstanding the foregoing, if, during the claims process or after it is concluded and once compensation has been calculated in accordance with this Distribution Protocol, Class Counsel in either Action has concerns the claims process and/or Distribution Protocol requires modification, they may move to the applicable Court for approval of a reasonable modification to this Distribution Protocol or for further directions with respect to the distribution of the Consumer Fund in the applicable Action.
20. In arriving at a determination that an unjust result may be occurring or that a modification is required or recommended, Class Counsel in the applicable Action shall seek a consensus among themselves failing which they may move to the applicable Court for a determination of any such issue.

Residual Distribution of the Consumer Funds, if Any

21. If any Settlement Funds allocated to the Consumer Fund in either Action remain after distribution has been made in accordance with the provisions of this Distribution Protocol (as modified, if applicable), the Fonds d'aide aux actions collectives shall receive the share of that balance in the Quebec Action to which it is entitled by law, if any, and the balance remaining in each Action shall be paid by the Settlement Administrator in that Action *cy-près* to a registered charity or not-for-profit organization (or charities and/or not-for-profit organizations) connected to addressing food security in Canada (including, but not limited to, food banks and/or school food programs), selected by Class Counsel in the Action and approved by the Court for that Action.

ADMINISTRATION OF THIS DISTRIBUTION PROTOCOL

22. The administration of the Distribution Protocol shall be governed by the Settlement Agreement, this Distribution Protocol and related orders of the Courts.

General Provisions Applicable to Administration

23. Generally, the Settlement Administrator appointed in each Action shall implement the following in the applicable jurisdiction:
- a) be fully bilingual in all respects;
 - b) establish a claims process(es) including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating Claims;
 - c) employ secure, web-based systems with electronic registration and record keeping and state-of-the-art fraud detection measures;
 - d) provide professional and timely support and assistance to Settlement Class Members applying for compensation;
 - e) provide cost-efficient and timely adjudication of all Claims made in accordance with industry standards;
 - f) provide timely payment of approved Claims in accordance with the provisions of this Distribution Protocol (as modified, if applicable);
 - g) provide complete and timely reporting in respect of all aspects of the claims process; and
 - h) provide for an interest-bearing trust account at a Canadian Schedule 1 bank in Canada to hold the Settlement Funds and any income accruing thereto and for the benefit of Settlement Class Members.

The Duties and Responsibilities of the Settlement Administrators

24. Each Settlement Administrator shall administer the Distribution Protocol in accordance with the provisions of all relevant orders of the Courts, the Settlement Agreement and this Distribution Protocol under the oversight of Class Counsel and the ongoing authority and supervision of the Courts.
25. The Settlement Administrator's duties and responsibilities in its applicable Action shall include the following:

- (a) receiving information provided by Class Counsel in respect of potential Settlement Class Members for notice purposes;
- (b) providing such Settlement Class Notices to the Settlement Class Members as may be required;
- (c) developing, implementing, maintaining and operating a settlement website which includes information relevant to the Action and the claims process(es) for that Action;
- (d) developing, implementing, maintaining and operating an electronic claims process(es) through the settlement website;
- (e) assisting Settlement Class Members and facilitating their Claims;
- (f) performing industry standard verification procedures, including industry state-of-the-art fraud detection measures on Claims made to ensure their validity;
- (g) making cost-efficient and timely decisions in respect of Claims received and notifying the Settlement Class Members of the decision promptly thereafter if required;
- (h) reporting the results of the claims process(es) and the intended distributions to Class Counsel and to the Court, if required, in a cost-efficient and timely fashion prior to distribution;
- (i) performing such recalculation of the distributions as may be required by Class Counsel or if ordered by the Court;
- (j) maintaining the Claims information and documentation so as to permit the audit of the settlement administration at the discretion of Class Counsel or if ordered by the Court;
- (k) arranging payment of compensation to approved Settlement Class Members in a cost-efficient and timely fashion;
- (l) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
- (m) remitting any amounts payable to the Fonds d'aide aux actions collectives in the Quebec Action;
- (n) regularly liaising with Class Counsel on an ongoing basis throughout the course of the administration;
- (o) reporting to Class Counsel and the Court if required respecting Claims received and administered and administration expenses, including a final report on administration within a reasonable period following the distribution;

- (p) arranging for the payment of any *cy-près* payments as may be approved by the Court;
- (q) reporting to Class Counsel and the Court at the conclusion of the claims process(es);
- (r) requisitioning from the Trustee the Settlement Funds allocated to the applicable Fund in the Action required for distribution once the distribution is approved;
- (s) holding the Settlement Funds received from the Trustee in an interest-bearing trust account at a Canadian Schedule 1 bank in Canada and making payments of compensation from the account as authorized;
- (t) fulfilling any obligation to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Settlement Funds, if any, once received from the Trustee pending distribution;
- (u) cash management and audit control, as required;
- (v) preparing and submitting such further reports and records as may be directed by Class Counsel or the Court; and
- (w) performing such further and other duties and responsibilities as may be necessary to perform and discharge the administration required by this Distribution Protocol in a cost-efficient manner and in accordance with industry standards.

Claims Audit

26. Each Settlement Administrator shall perform such checks and balances in its administration as are industry standard to ensure the validity of the Claims made and, in its sole discretion acting reasonably and in a cost-efficient manner, may elect to audit any Claim. A Settlement Administrator shall reject a Claim, in whole or in part, where, in the Settlement Administrator's view, the Settlement Class Member has submitted insufficient information and/or documentation or false information and/or documentation or has otherwise engaged in fraudulent conduct.

Fraud Detection

27. Each Settlement Administrator shall implement state-of-the art fraud detection procedures in its administration designed to identify and eliminate Claims that are fraudulent or otherwise improper. The claims process(es) set out in this Distribution Protocol may be modified to enhance fraud detection with the agreement of Class Counsel in the applicable Action and the direction of the Court.

Confidentiality

28. All information and/or documentation received from Settlement Class Members collected, used and retained by the appointed Settlement Administrators for the purposes of administering this Distribution Protocol is protected under the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5. The information and/or documentation provided by Settlement Class Members is strictly private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Distribution Protocol and any relevant orders of the Courts.
29. Information and/or documentation provided by Settlement Class Members as part of the claims process(es) shall be securely preserved by the Settlement Administrators and may be used in the administration of any future settlements and/or judgments in the Actions. Information and/or documentation provided by Settlement Class Members as part of the claims process(es) shall be securely destroyed by the Settlement Administrator following the final disposition of the Actions.

ROLE OF CLASS COUNSEL

30. Class Counsel in each Action shall assist the Courts in overseeing the implementation and administration of the claims process(es) in the applicable Action and provide direction and assistance to the Settlement Administrator in that Action regarding this Distribution Protocol and the claims process(es).
31. Class Counsel in the applicable Action may, in consultation with the Settlement Administrator and on advising the Court, modify any time limits or deadlines during the claims process(es) to enhance the efficacy of the claims process(es) if they consider it is necessary and reasonable for the fair administration of this Distribution Protocol.

Schedule "H"

Protocol for Production of Electronically Stored Information ("ESI")

1.1. ESI Production Format

The Parties will produce ESI in:

- a. Original digital format, unless unavailable.
- b. A format that they will discuss and agree upon, for data typically not readable by common eDiscovery software. The Parties will discuss how this information shall be produced in the event it is specifically requested by a party and is relevant and proportional to an issue in dispute.
- c. Where the ESI contains information that has been redacted, as TIFF images converted directly from the original digital format, with searchable text.¹

1.2. Encrypted or Password Protected Files

The Parties will produce a list of potentially relevant encrypted documents that they were unable to decrypt and password protected files for which passwords cannot be found, along with the metadata set out in Appendix "A". The Parties reserve their rights to request that further work be performed to unencrypt or remove password protection on specific files.

1.3. Short Message/Collaboration Tools

ESI from short messaging and collaboration tools will be processed into Relativity Short Message Format, with the following fields provided:

- a. RSMF -BeginDate
- b. RSMF -EndDate
- c. RSMF- Participants

1.4. Numbering

Documents shall be given Production Numbers in accordance with the following rules:

- a. The Settling Defendants shall use the prefix of LWON.
- b. Documents shall be numbered sequentially using zero-padded numbers that will not be dependent on the number of pages in prior documents. For example, the first document listed by a party would be LWON000001 and the second would be LWON000002.

¹ The Parties acknowledge that production of redacted images of relevant ESI does not affect their obligations to preserve the underlying ESI in its original, unredacted form.

- c. Pages shall be numbered sequentially, using a dash to separate page numbers from document numbers. For example, the second page in a party's third document would be LWON000003-002.
- d. Pages need not be numbered for documents produced in native format.

1.5. Hard Copy or Paper Documents

Hard copy or paper documents will only be produced to the extent that corresponding ESI in its original digital format is unavailable, or if the hard copy has been modified in some relevant way (e.g. with handwritten notes or other edits).

The Parties agree that the following information will be provided for hard copy documents:

- a. Date;
- b. Title;
- c. Custodian;
- d. Author*;
- e. Recipient*.

*Note: Objective coding beyond items (a) – (c) above will only be undertaken if reasonable to do so, based on volume.

1.6. Imaging Standards

Where ESI is produced in Image format, the ESI will be produced as single page black and white TIFF images with a resolution of 300 dpi (dots per inch).

Where the color of a file materially affects its meaning or legibility, it will be imaged to colour JPEG format in 300 dpi, or provided in original digital format or near-original digital format that renders colour accurately.

1.7. Branding (Endorsement of Each Image)

Where ESI is produced in Image format, the Parties agree to permanently burn in or brand each image with its corresponding Production Number in the bottom right corner of the image.

1.8. Redaction of Images

ESI may be redacted. Documents will be redacted on TIFF or JPEG image, where applicable, using black masking so that the redaction is noticeable.

Where images have been redacted, the fact of the redaction and the reason that it was made will be indicated in the Electronic Schedule A that accompanies the production.

1.9. Non-Image Redaction

Where redaction on TIFF or JPEG image is not appropriate, ESI may be redacted in its original digital format. The Parties agree that Microsoft Excel files will be redacted and exchanged in original digital format.

The Parties will ensure that the reason for the redactions is discernible either on the face of the document or otherwise, as required (e.g. "Privilege – Solicitor-Client", "Personal Information", etc.).

1.10. Inadvertent Disclosure of Privileged Information

The Parties agree that inadvertent disclosure of privileged information as part of the exchange of ESI under this protocol does not waive the privilege, provided the Parties use reasonable, good-faith efforts to exclude privileged documents from their productions.

To the extent a party becomes aware that privileged information has been inadvertently disclosed, they will immediately inform the disclosing party and delete or otherwise destroy the document or documents containing the privileged information, as well as any notes, copies, or other work product arising from those documents.

To avoid inadvertent disclosure of privileged information in redacted documents, the Parties will ensure that all redactions are burned into the corresponding Image and that the extracted text provided with the Image will be generated from the redacted version of the Image, and will not include the redacted, privileged information.

1.11. Searchable Full Text

To facilitate full text searching the Parties agree to exchange extracted full text from all ESI. The extracted text will not be manually edited or enhanced in any way.

1.12. Extracted Text for Redacted ESI

Redacted extracted text based on OCR of redacted images will be provided for any redacted ESI.

1.13. Text Precedence

Extracted text will be provided based on the following text precedence:

- a. Redacted extracted text, where applicable;
- b. Extracted text as generated by the processing software; then
- c. OCR text if extracted text was not generated during processing.

1.14. Container Files

Container files such as RAR, ZIP, PST, etc. will not be produced. Their contents will be extracted and enumerated. If the existence of a container file is relevant to the matter such that the container should be produced, the Parties may use a placeholder "parent" document and produce the contents of the container file as the children of that placeholder.

1.15. Standards for Listing and Describing Electronic Information in the Electronic Schedule A

The Parties agree that all metadata set out in Appendix "A" will be produced for each document for which it is available.

1.16. File Format for Schedule A

The format for the ASCII or Unicode text file containing the electronic Schedule A records is Comma Separated Values ("CSV").

Entries for each field will be delimited by a comma, and entries for records are separated by a new line (carriage return <CR>8). Entry contents will be enclosed in quotation marks where necessary to ensure that commas embedded in the content of a field are not interpreted as a delimiter. Multiple entries in a field are delimited by a semi-colon.

1.17. Header Record for Schedule A

The first row (record) in the Schedule A file will contain the name of each field, to facilitate the loading process.

For additional formatting information and a list of the required metadata that must accompany the production, please refer to Appendix "A" Delivery of Production

1.18. Delivery of Production

The production will be provided through email using a password protected sharefile link, a secure cloud storage sharing site or external storage media device, volume dependent.

1.19. Production Deadline

The productions will be delivered/uploaded by [*insert date*]. If there is anything that would prevent the Parties from delivery by this date, the Parties will advise as soon as they become aware.

1.20. Compression and Encryption of Productions

- a. The productions shall be provided in compressed, encrypted form (i.e. in password-protected Zip files, on BitLocker-encrypted physical media, etc.).
- b. The productions shall be encrypted with a strong password.

1.21. No Waiver

Nothing in this Protocol for Production of ESI requires the production of documents or information over which the Settling Defendants claim privilege. The parties agree that the Settling Defendants will not be required to comply with any obligation set out herein that would create a waiver or breach of any privilege.

Appendix “A” – Required Metadata and Load File Formatting

Field	Field Type and Format	Description
PRODUCTION NUMBER <i>[PRODNO/DOCID/BEGDOC#/BATES]</i>	Fixed-Length Text	Unique sequential document identifier representing document level numbering assigned to each document. Production numbers may be document level (for native original documents) or document level including page numbers for documents that are produced in image format
BEGATTACH	Fixed-Length Text	The production number assigned to the first document in a family will be assigned to the entire family using this field. Standalone documents will not have a value for this field.
ENDATTACH	Fixed-Length Text	The ending document number in a family. Standalone documents will not have a value for this field.
FAMILY ID/ PARENT ID/	Fixed-Length Text	The production number assigned to the first document in a family will be assigned to the entire family using this field, including for standalone documents
DATE CREATED	Date (date:time)	Extracted contents of the date created file system metadata field
CUSTODIAN	Single Choice	Name of custodian
ALL CUSTODIANS	Multiple Choice	Where global deduplication is used, this field is populated with all custodians who had a copy of the document or document family, including where copies were de-duplicated during processing
DATE LAST MODIFIED	Date (date:time)	Extracted contents of the date last modified file system metadata field

Field	Field Type and Format	Description
EMAIL FROM	Fixed- Length Text	Name and/or email address of the person who authored the email per the From line of an email
EMAIL TO	Long Text	Name and/or email address of the recipients of an email per the To line
EMAIL CC	Long Text	Names and/or email addresses of the recipients of an email per the CC line
EMAIL BCC	Long Text	Names and/or email addresses of the recipients of an email per the BCC line
EMAIL SUBJECT	Fixed- Length Text	Subject line of an email
AUTHOR	Fixed- Length Text	Name of the person or organization that authored the document\email
DOCUMENT TITLE	Text	Title of the document as added by Objective Coding for hard copy documents. For electronic documents this may be a unified Email Subject/File Name field.
FILE NAME	Fixed- Length Text	The name of an electronic file
FILE EXTENSION	Fixed- Length Text	File extension of an electronic file
FILE SIZE	Number	File size (in bytes, kilobytes, or megabytes)
DOCUMENT TYPE	Fixed- Length Text	The type of document based on objective coding. The type of document as assigned by the processing software for electronic documents. Example: Email, Attach or Edoc

Field	Field Type and Format	Description
LEAD DATE/ PARENT DATE/ SORT DATE/	Date:time (MM/DD/Y YYY)	Field used for sorting purposes. Date of the family parent document. Where a document has no parent, the Parent Date /Lead Date field is based on the following hierarchy: 1. Objective Coding (if applicable) 2. Date Sent 3. Date Modified 4. Date Created
MESSAGEID	Fixed- Length Text	A unique identifier for an email that can be used for deduplication.
DOC DATE	Date:time (MM/DD/Y YYY)	Date of the document based on the following hierarchy: 1. Objective Coding (if applicable) 2. Date Sent 3. Date Modified 4. Date Created
SENT DATE/TIME	Date:time (MM/DD/Y YYY hh:mm)	Date that an email was sent
HAS REDACTIONS	Yes/No	Identifies a document containing a redaction
PRIVGROUNDS/ REDACTION REASON	Multiple Choice	Identifies the type of privilege being claimed for Privileged Documents
MD5 HASH	Fixed- Length Text	Algorithmic value extracted by processing software.
CONFIDENTIAL	Yes/No	Notes where a document is deemed confidential.
TEXT PRECEDENCE (AKA OCRLINK)	Text	Path to the Text Format of the Producing Document in the Load File Deliverable

Field	Field Type and Format	Description
FILE PATH	Fixed-Length Text	Path to the original digital format of the Producible Document in the Load File Deliverable

Load File Formatting

The Data Load File will have a line at the top that identifies the fields included and their order ("Header Row").

1. OCR/Extracted Text (OCR folder with text files) will be exchanged as one text file per record.
2. All documents will be produced as natives with the exception of Confidential Information, documents requiring redaction, or documents which are part of document families containing redacted or Confidential Information.
3. Parties will provide the following load files formatted as follows:
 - (a) Image folder (single page TIFF, 300 dpi);
 - (b) eDocs/Natives folder (for native files);
 - (c) OCR/Text folder generated using Unicode format for Relativity (with text files);
 - (d) .DAT file using standard delimiter
 - (e) .OPT file for linking to TIFF images

The delimiters used will be as follows:

Delimiter	Character	Character Code
Column\Field	¶	ASCII 020
Quote	”	ASCII 254
New Line	®	ASCII 174
Multi-Value	;	ASCII 059
Nested Values	\	ASCII 092

Opticon Load File Format

The Opticon load file is a page level load file, with each line representing one image. The Page Identifier column of each line indicating the start of a new document must match the production of the Producible Document.

Below is a sample:

```
DOC000001,VOL01,.\IMAGES\001\DOC000001.TIF,Y,,,3
DOC000001_001,VOL01,.\IMAGES\001\DOC000001_001.TIF,,,,
DOC000001_002,VOL01,.\IMAGES\001\DOC000001_002.TIF,,,,
DOC000002,VOL01,.\IMAGES\001\DOC000002.TIF,Y,,,2
DOC000002_001,VOL01,.\IMAGES\001\DOC000002_001.TIF,,,,
```

The fields are, from left to right:

Column\Field	Example	Description
Field One	DOC000001	The Page Identifier.
	DOC000001 (<i>first page</i>) DOC000001_001 (<i>second page</i>) DOC000001_002 (<i>third page</i>) Parties will provide data and may need to modify.	Unique page suffixes must be included after page 1
Field Two	VOL01	The volume identifier is not required.
Field Three	.\IMAGES\001\DOC000001.TIF	A path to the image to be loaded
Field Four	Y	Document marker - a "Y" indicates the start of a unique document.

MARCY DAVID et al.
Plaintiffs

-and-
LOBLAW COMPANIES LIMITED et al.
Defendants

Court File No. CV-17-586063-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER
(Ontario Pre-Approval Order)

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