

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-000888-178

DATE: March 6, 2025

BY THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.

JAMES GOVAN
Plaintiff

v.
LOBLAW COMPANIES LIMITED
and
LOBLAWS INC.
and
GEORGE WESTON LIMITED
and
WESTON FOOD DISTRIBUTION INC.
and
WESTON FOOD (CANADA) INC.
and
METRO INC.
and
SOBEYS QUÉBEC INC.
and
SOBEYS CAPITAL INCORPORATED
and
SOBEYS INC.
and
WAL-MART CANADA CORP.
and
CANADA BREAD COMPANY
and
GIANT TIGER STORES LIMITED
Defendants

and
CONCILIA SERVICES INC.

and
RICHTER LLC
Settlement Administrators

JUDGMENT
(On Application to Modify the Class Description, for Approval of Notices to Class Members of a Settlement Approval Hearing and to Appoint Settlement Administrators)

OVERVIEW

- [1] Applicant, Mr. James Govan (the “**Representative Plaintiff**”), asks that the Court:
- 1.1. Approve a modification to the class.
 - 1.2. Approve notices to class members of a settlement approval hearing.
 - 1.3. Appoint settlement administrators.

CONTEXT

[2] By judgment dated December 19, 2019 (rectified on April 22, 2020),¹ Representative Plaintiff obtained leave to commence a class action (the “**Class Action**”) targeting what he considers to be a cartel of industrial bakers and food retailers who allegedly conspired to artificially raise the price of pre-packaged bread sold in Canada between January 1, 2001, and December 19, 2019.

[3] Defendants include Loblaw Companies Limited and Loblaws Inc. (together “**Loblaw**”), George Weston Limited, Weston Food Distribution Inc. and Weston Foods (Canada) Inc. (together “**Weston**”) (collectively the “**Settling Defendants**”).

[4] The other defendants include the industrial baker Canada Bread Company (“**Canada Bread**”), as well as retailers Metro Inc., Sobeys Québec Inc., Sobeys Capital Incorporated, Sobeys inc., Wal-Mart Canada Corp. and Giant Tiger Stores Limited (collectively, the “**Retailer Defendants**”). Canada Bread and the Retailer Defendants are collectively referred to herein as the “**Non-Settling Defendants**”.

[5] The approved Class includes “All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1, 2001, and December 19, 2019” (the “**Class Period**”) it being specified that “bread” includes “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” (the “**Class Members**”).

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

[6] A similar class action was filed in Ontario in the matter of *David v. Loblaw*, CV-27-586063-00CP (the “**Ontario Class Action**”) for the benefit of Canadian residents outside Quebec.

[7] On March 17, 2020, the Superior Court of Quebec ordered the publication of notices to Class Members in the Quebec Class Action.²

[8] The Class Members had until June 1, 2020, to exclude themselves. Five Class Members did.

[9] Mr. Govan’s originating application was filed on March 25, 2020.

[10] In June 2024, Plaintiff and the Settling Defendants participated in a national mediation presided by the Chief Justice of the Superior Court of Justice of Ontario, the Honourable Geoffrey B. Morawetz, which resulted in a national settlement (the “**Settlement Agreement**”).³ The Settlement Agreement extends the Class Period to December 31, 2021 (as opposed to December 20, 2019) (definition of “**Quebec Settlement Class**” in section 1(58) of the Settlement Agreement).

[11] The \$500 million settlement includes \$404 million to be distributed on a *pro rata* basis to Class Members who file timely claims, after deduction of class counsel (“**Class Counsel**”) fees, disbursements and expenses (including settlement administration costs). Twenty-two percent of the distribution will be allocated to the Quebec Settlement Class (section 3.1(1) of the Settlement Agreement). An additional \$96 million has been distributed by Loblaw through a card program (the “**Loblaw Card Program**”).⁴

[12] The Settlement Agreement is subject to approval by the Superior Court of Ontario and the Superior Court of Quebec.

[13] Plaintiff and the Settling Defendants (the “**Settling Parties**”) wish to present the Settlement Agreement to the Superior Court of Quebec for approval on June 16, 2025 (the “**Settlement Approval Hearing**”).

[14] Before the Court can approve the Settlement Agreement, the Class Members must be advised that a hearing will take place on the matter and be afforded a delay to object.

[15] Quebec Settlement Class Members who purchased bread between December 20, 2019, and to December 31, 2021, must also be given the chance to opt out.

[16] The Settling Parties also ask that settlement administrators be appointed.

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

³ Exhibit R-1.

⁴ As described in the Ontario Court decision *David v. Loblaw*, 2018 ONSC 198.

ANALYSIS

1. Modification of the Class Period

[17] The Settling Parties ask that the Court approve a modification to the Class Period to include Quebec Class Members who purchased bread from December 20, 2019, to December 31, 2021.

[18] Paragraph 2 of article 588 C.C.P. allows the court, “if circumstances so require” to modify or divide the class at any time. The test is flexible, and it does not require to review the authorization conditions set out in article 575 C.C.P.⁵

[19] The effect of the modification is to align the respective classes in Ontario and in Quebec. A modification to the Ontario class has recently been approved.⁶

[20] The modification would apply to the Settling Defendants only and for settlement purposes only, pursuant to article 585 C.C.P. It is in line with the compromise negotiated between the Settling Parties and the definition of the “Quebec Settlement Class” at section 1(58) of the Settlement Agreement.

[21] The modification is not contrary to the interests of justice or to the interests of the Quebec Class Members.

[22] However, the additional Quebec Settlement Class Members to be included as a result of the modification (i.e. those who purchased bread between December 20, 2019, and December 31, 2021) must be given the opportunity to opt out of the Class Action. The Parties propose May 30, 2025, as the deadline (to give at least 60 days from the start of notice publication).

[23] This is reasonable.

[24] The Court approves the modification and the exclusion deadline.

2. Notice to Class Members

[25] In accordance with article 590 C.C.P., the Settlement Agreement must be submitted to the Court for approval. The settlement approval hearing must be preceded by a notice to Class Members which includes:

25.1. A mention that the Settlement Agreement will be presented to the Court for approval at the time and place indicated therein.

25.2. A description of the Settlement Agreement including the method of

⁵ *Province canadienne de la Congrégation de Sainte-Croix c. J.B.*, 2023 QCCA 1307, para. 16; *Courses automobiles Mont-Tremblant inc. c. Association des résidents de Mont-Tremblant pour la qualité de la vie*, 2022 QCCA 1063, para. 19; *Apple Canada Inc. c. Charbonneau*, 2018 QCCA 2089, para. 28 (Application for approval of a settlement agreement granted, 2021 QCCS 1912).

⁶ *David v. Loblaw*, 2025 ONSC 1357.

execution chosen and the procedure to be followed by Class Members to prove their claim.

- 25.3. That Class Members be informed that they may assert their objections before the court regarding the proposed Settlement Agreement and the distribution of any remaining balance.

[26] In this case, the new Quebec Class Members must be also be advised of their right to opt out and the way to do so if that is their intention.

[27] Notices play a crucial role in class actions as the representative often acts, without a specific mandate, on behalf of several people. Decisions made during a class action affect all the claimants involved in the action. Therefore, the preservation of their individual rights relies on the timely transmission of relevant information. Notices are thus more than a mere procedural requirement. They guarantee that the class action respects the paramount principles of public order and fairness. This is especially true in the case of notices sent prior to the right to opt out of a class action. “Although it does not have to be shown that each member was actually informed, the way the notice procedure is designed must make it likely that the information will reach the intended recipients.”⁷

[28] The court must therefore pay particular attention to both the language of the notice and the manner of its dissemination.

[29] The language used should be simple and accessible to the average reader. Legal jargon should be avoided so that the notice is clearly understood by the members.⁸ The notice must be “clear and concise”.⁹

[30] As for dissemination, the appropriate means must be chosen to reach the members where they are. The court must determine the time, form and manner of publication “having regard to the nature of the class action, the composition of the class and the geographical location of its members.”¹⁰ Individual notification of members should be preferred when circumstances allow it.¹¹

⁷ *Canada Post Corp. v. Lépine*, 2009 SCC 16, paras. 42 and 43; *Meubles Léon Itée c. Option consommateurs*, 2020 QCCA 44, para. 78 (Applications for leave to appeal to the Supreme Court dismissed (S.C. Can., 2020-10-22) 39132); *Hocking c. Haziza*, 2008 QCCA 800, para. 119 (Justice Chamberland in dissent but approved by the majority as to the principle, para. 229); *Lévesque c. Vidéotron s.e.n.c.*, 2015 QCCS 3561, para. 10; Luc CHAMBERLAND and al., *Le grand collectif: Code de procédure civile: commentaires et annotations*, 6th ed., volume 2, Montréal, Éditions Yvon Blais, 2021, article 579 C.p.c.

⁸ *Hocking c. Haziza*, *supra*, note 7, para. 116; *Boyer c. Agence métropolitaine de transport (AMT)*, 2010 QCCS 4984, paras. 9 and 10.

⁹ Art. 581 C.C.P.

¹⁰ Art. 579(2) C.C.P.

¹¹ *Chevalier c. Air Transat AT inc.*, 2022 QCCS 671, para. 26; *Huard c. Innovation Tootelo inc.*, 2021 QCCS 4209, para. 32; *Asselin c. Desjardins Cabinet de services financiers inc.*, 2021 QCCS 1340, para. 28; L. CHAMBERLAND and al., *supra*, note 7.

[31] The objective remains to reach the largest number of members while ensuring that the costs incurred are proportionate to the nature and purpose of the demand.¹² Because the target audience is often composed of a juxtaposition of fragmented subgroups that cannot be easily reached by a single medium, a combination of several means or media must often be considered.¹³ Newspapers, which can be useful depending on the circumstances, must, if appropriate, be complemented by other means, including those offered by new technologies in the spirit of article 26 C.C.P.¹⁴

[32] The proposed notice plan (the “**Notice Plan**”) is provided for in Schedule “F2” to the Settlement Agreement. The proposed pre-approval notices to the Quebec Settlement Class Members (long and short forms, in English and French) are included as Schedules “E2” and “E2.1” to the Settlement Agreement.

[33] The pre-approval notice respects the above guidelines. It informs the Quebec Settlement Class Members, in simplified language, of the existence of the Settlement Agreement and that it will be submitted to the Court for approval, specifying the date and place of the Settlement Approval Hearing. It explains the nature of the Settlement, including the compensation offered to the Quebec Settlement Class Members and the payment of Class Counsel fees and disbursements.

[34] It includes a definition of the Quebec Settlement Class and points out the principal issues raised by the Class Action. It gives contact information of Quebec Class Counsel.

[35] It sets out the consequences and effects of the approval of the Settlement Agreement by the Court with respect to the release and discharge of the Settling Defendants. It highlights the possibility for the Quebec Settlement Class Members to object or make representations at the Settlement Approval Hearing or file a motion to intervene.

[36] Finally, it mentions that Quebec Settlement Class Members who purchased bread between December 20, 2019, and December 31, 2021, have the right to opt out of the Class Action and explains to them how to proceed.

[37] The Notice Plan is in line with what has previously been approved by this Court in the past.

¹² *Defrance c. Banque de Montréal*, 2019 QCCS 4615, para. 11; *Asselin c. Desjardins Cabinet de services financiers inc.*, *supra*, note 11, paras. 13 to 27; *A.B. c. Clercs de Saint-Viateur*, 2019 QCCS 1521, para. 22 (Appeal allowed; Superior Court retains jurisdiction over all other aspects of the case, 2023 QCCA 527); *Boyer c. Agence métropolitaine de transport (AMT)*, *supra*, note 8, paras. 10 and 11; *Comments of the Minister of Justice on art. 579 C.C.P.*; Pierre-Claude LAFOND, *Le recours collectif, le rôle du juge et sa conception de la justice : impact et évolution*, Cowansville, Éditions Yvon Blais, 2006, p. 170.

¹³ *Hocking c. Haziza*, *supra*, note 7, para. 234.

¹⁴ L. CHAMBERLAND and al., *supra*, note 7; Catherine PICHE, *The coming revolution in class action notices : Reaching the universe of claimants through technologies*, (2018) 16, Canadian Journal of Law and Technology, p. 227; *Huard c. Innovation Tootelo inc.*, *supra*, note 11, para. 44; *Asselin c. Desjardins Cabinet de services financiers inc.*, *supra*, note 11, paras. 41 to 52.

[38] It includes a press release as well as broad distribution through traditional newspapers and social media.

[39] Email notifications in English and French will also be sent to: i) all persons who subscribed to any of Quebec Class Counsel's mailing lists; and ii) 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.

[40] Quebec Class Counsel will also post the pre-approval notice and the Settlement Agreement on its bilingual website dedicated to the present class action and on the Quebec Class Action Registry.

[41] The Settling Parties have agreed to the pre-approval notices and the Notice Plan.

[42] The Court approves it.

3. Appointment of Settlement Administrators

[43] The Settlement Agreement provides for separate administrators in Ontario and in Quebec.

[44] In his recent decision approving the Ontario Settlement Administrator, Justice Morgan highlighted some of the reasons to proceed in this fashion:

- 44.1. The large size of the settlement classes at issue in the two actions: Justice Morgan noted that "[v]irtually every adult in Canada is a potential settlement class member; according to 2021 census data, this amounts to roughly 23.9 million claimants in Ontario and 7.1 million claimants in Quebec.
- 44.2. The need for bilingual administrators in Quebec: "The magnitude of the class and potential inquiries and claims that will be managed if the Settlement Agreement is approved will call for English speaking as well as French-speaking administrators."
- 44.3. The difference in the opt-out procedure: The opt-out procedures differ under the C.C.P. and the Ontario *Class Proceedings Act*. Furthermore, Ontario class members have not yet been given the opportunity to opt out. Thus, all potential Ontario settlement class members who purchased packaged bread at any point throughout the 20-year Settlement Class Period must be granted this opportunity. On the other hand, the opt-out process has already run for the previously authorized Quebec Class Members and an additional

opt-out procedure is only required for the new Quebec Class Members.¹⁵

[45] The Settling Parties ask that the Court immediately appoint Concilia Services Inc. and Richter LLC as Quebec settlement administrators (the “**Settlement Administrators**”).

[46] The Settlement Administrators’ first task will be to proceed with the publication of the notices. To allow them to proceed with the transmission of personal notices via email, the motion asks that the Court order Defendants and JND Legal Administration (who administered the Loblaw Card Program) to transfer personal information to the Settlement Administrators.

[47] If the Court approves the Settlement Agreement, they will be asked to process and transmit the claim forms and compensation provided for under the Settlement Agreement.

[48] The Settlement Administrators have agreed to act and are prepared to faithfully abide by the terms of the Settlement Agreement under the supervision of the Court.

4. Releases for Defendants, Class Counsel and Settlement Administrators

[49] The draft judgment submitted by the Representative Plaintiff includes releases regarding the transfer of personal information to the Settlement Administrators for the purpose of ensuring that the Settlement Agreement is well publicized.

[50] As discussed above, the interest of justice warrants that people who may be entitled to compensation under a settlement or who may be subject to the releases imposed by law if a settlement is approved should be advised in advance so that they can provide representations.

[51] Thus, courts have often ordered transmission of personal information (usually example email addresses) to achieve this objective.

[52] Such orders are often accompanied by obligations for the settlement administrator to generally abide by the requirements set out in the *Act respecting the protection of personal information in the private sector*,¹⁶ and the *Personal Information Protection and Electronic Documents Act*,¹⁷ regarding the collection, use and retention of personal information.¹⁸

[53] Other times specific orders are built-in enjoining the settlement administrator to:

53.1. Maintain confidentiality over personal information.

53.2. Not share or disclose personal information provided pursuant to the judgment with any other person, unless doing so is strictly necessary for

¹⁵ *David v. Loblaw, supra*, note 6, paras. 10 to 12.

¹⁶ *Act respecting the protection of personal information in the private sector*, CQLR, c. P-39.1.

¹⁷ *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5.

¹⁸ See for example *Transport TFI 2 c. Hino Motors Ltd.*, 2025 QCCS 21.

executing the notice plan and/or facilitating the distribution process in accordance with the Settlement Agreement.

- 53.3. Use the personal information provided for the sole purpose of executing the notice plan and facilitating the distribution process in accordance with the settlement agreement.
- 53.4. Destroy the personal information as soon as the distribution process has been completed and there are no more reasons to retain the personal information.¹⁹

[54] One can understand why a party would want to avoid liability for obeying a court order. Thus, sometimes the Court adds that any party ordered to disclose personal information will not be liable for doing so.

[55] However, the draft proposed by Quebec Class Counsel goes beyond this. In addition to absolving parties for being ordered to provide confidential information for the purpose of the Notice Program, the draft contained broad and blanket releases to a wide variety of stakeholders for everything related to the proposed settlement and its administration. For example:

- 55.1. Preventing any person from bringing any action “against the Quebec Settling Defendants or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to [...] 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, 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 Quebec Settling Defendants' own willful or fraudulent misconduct and only with the leave of this Court”.
- 55.2. Declaring 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

¹⁹ See for example *Trudelle c. Ticketmaster Canada*, 2024 QCCS 231, paras. 21 to 25 (*Bene esse* applications for leave to appeal allowed, 2024 QCCA 1679); *Peillon c. Audi Canada inc.*, 2023 QCCS 4470; *Therrien c. Sony Interactive Entertainment*, 2021 QCCS 1927 (Application for approval of a settlement agreement granted, 2021 QCCS 2823).

negligence and only with the leave of this Court”.

- 55.3. Declaring 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 fraudulent misconduct and only with the leave of this Court”.
- 55.4. Declaring 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 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”.

[56] The Court noted that Quebec Class Counsel’s motion contained no factual allegations in support of these conclusions.

[57] The Court asked counsel to provide precedents for such relief.

[58] The Court takes no position on whether it has the power to release parties involved in a class-action settlement or in its administration. However, assuming that the Court does have such power, broad releases in the abstract should be granted sparingly and only after careful justification. Doing so prior to any settlement being approved and prior to being made aware of any cause of action against such stakeholders would be unwarranted and unprecedented.

[59] In order to avoid delaying the present judgment, the Settling Parties agreed to withdraw their request for releases leaving the door open to revisit the issue at the Settlement Approval Hearing.

[60] The issue is thus moot.

[61] If the matter is to be revisited, the Court invites the Settling Parties to consider the observations of Justice Shrager (when he was at the Superior Court) in *Aveos*, which were made in the context of refusing to grant releases sought for a monitor involved in a CCAA proceeding. These appear perfectly applicable here. He stated that it should not, as a matter of policy, be viewed, “as a negative that professionals such as a monitor know that they are potentially liable for negligent acts. While the vast majority of monitors

behave in a professional and prudent matter, the deterrence of potential liability is a great motivation to continue such professional and prudent conduct”.²⁰

[62] For now, the Court limits the release to the transfer of personal information ordered by the Court.

POUR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
[63] 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 : 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>; 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;	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. and Weston Foods (Canada) Inc. only; All persons, partnerships and associations resident in Québec who purchased at least one package of bread in between January 1, 2001, and December <u>31, 2021</u>; 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;
[64] FIXE le délai d'exclusion pour les Membres du Groupe de règlement du Québec qui ont acheté du pain préemballé entre le 20 décembre 2019 et le 31 décembre 2021, au 30 mai 2025, 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 du 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 May 30, 2025, 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;
[65] DÉCLARE qu'aux fins du présent jugement, les définitions énoncées dans l'Entente de règlement (pièce R-1)	DECLARES that for the purposes of the present judgment, the definitions in the

²⁰ Aveos Fleet Performance Inc./Aveos Performance aéronautique inc. (Arrangement relatif à), 2013 QCCS 5924, para. 34.

s'appliquent et sont intégrées au présent jugement;	Settlement Agreement (Exhibit R-1) apply and are integrated in the present judgment;
[66] APPROUVE la forme et le contenu de l'avis de préapprobation 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 notification (annexe « F2 » à l'Entente de règlement);	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 (Schedule "F2" to the Settlement Agreement);
[67] 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;	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;
[68] ORDONNE aux Avocats du Groupe du Québec de divulguer aux Administrateurs du règlement du 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 préapprobation du Québec aux Membres du Groupe de règlement du Québec;	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 to facilitate the publication of the Quebec Pre-Approval Notices to Members of the Quebec Settlement Class;
[69] ORDONNE à JND Legal Administration de divulguer aux Administrateurs du règlement du 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 préapprobation 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;	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;

[70] 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;	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;
[71] 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;	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;
[72] ORDONNE ET DÉCLARE que le présent jugement constitue un jugement contraignant la production des informations par les Avocats du Groupe du Québec, les Défenderesses participant au règlement et JND Legal Administration au sens des lois applicables en matière de vie privée;	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;
[73] DÉGAGE les Avocats du Groupe du Québec, les Défenderesses participant au règlement et JND Legal Administration 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 ordonnée par le présent jugement;	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 ordered by the present judgment;
[74] DÉCLARE qu'aucune personne ne peut intenter une action ou prendre des mesures contre les Défenderesses participant au règlement, JND Legal Administration ou les Avocats du Groupe en rapport avec la communication d'informations personnelles et/ou privées aux Administrateurs du règlement du	DECLARES that no person may bring any action or take any proceedings against the Quebec Settling Defendants, JND Legal Administration or Quebec Class Counsel relating to the communication of any personal and/or private information to the Quebec Settlement Administrators as ordered by the present judgment;

Québec telle qu'ordonnée par le présent jugement;	
[75] ORDONNE aux Administrateurs du règlement du Québec de notifier l'avis de préapprobation du Québec conformément au plan de publication dans les 15 jours du présent jugement;	ORDERS the Quebec Settlement Administrators to notify the Quebec Pre-Approval Notices pursuant to the notice plan within 15 days of the present judgment;
[76] SUGGÈRE aux Membres du Groupe du règlement du Québec qui souhaitent s'opposer à l'approbation par le Tribunal de l'Entente du règlement le fasse de la manière prévue dans l'avis de préapprobation du Québec au plus tard le 30 mai 2025 ;	RECOMMENDS that Members of the Quebec Settlement Class who wish to object to Court approval of the Settlement Agreement do so in the manner provided for in the Quebec Pre-Approval Notice by May 30, 2025 ;
[77] 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 préemballé entre le 20 décembre 2019 et le 31 décembre 2021, inclusivement, qui ne sont pas exclus avant le 30 mai 2025 , sont liés par tout jugement à rendre sur l'action du Québec de la manière prévue par la loi;	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 May 30, 2025 , are bound by any judgment to be rendered on the Quebec Action in the manner provided for by the law;
[78] FIXE la date d'audience pour l'approbation de l'Entente de règlement au 16 juin 2025, à 9 h 30 , dans une salle à être déterminé du Palais de justice de Montréal, laquelle sera indiquée sur le Site web du règlement du Québec et sur le site des Avocats du Groupe du Québec préalablement à l'audience d'approbation;	SCHEDULES the hearing date for approval of the Settlement Agreement on June 16, 2025, at 9:30 a.m. , in a courtroom of the Montreal Courthouse to be determined and which will be posted on the Quebec Settlement Website and Class Counsel's website prior to the settlement approval hearing;
[79] 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 ;

[80] LE TOUT , sans frais de justice.	THE WHOLE , without legal costs.
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MARTIN F. SHEEHAN, J.S.C.

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and
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Hearing date: The matter was decided without a hearing.
Motion received February 27, 2025.