

MARCY DAVID, BRENDA BROOKS, ANDREW BALODIS, JAMES  
GOVAN

Plaintiffs

and

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

Defendants

### **MINUTES OF SETTLEMENT**

The Parties, Marcy David, Brenda Brooks, and Andrew Balodis as representative plaintiff in Ontario Superior Court File No. CV-17-586063-00CP, James Govan as representative plaintiff in Quebec Superior Court File No. 500-06-000888-178 (defined collectively as the “Plaintiffs” and the “Actions” and individually as the “Ontario Action” and the “Quebec Action”, respectively) and Loblaw Companies Limited, Loblaws Inc., George Weston Limited, Weston Foods (Canada) Inc., Weston Bakeries Limited, Weston Food Distribution Inc. (the “Defendants”), agree to settle these Actions, against the Defendants, fully and finally, on the following terms, provided that (i) the court approvals of the settlement agreement contemplated by these minutes of settlement (the “Settlement Agreement”) are obtained, and (ii) the Settlement Agreement becomes effective in accordance with its terms:

1. The Defendants agree to settle the Actions for the gross sum of CDN\$500,000,000 (the “Settlement Amount”), which amount is comprised of (a) the CDN\$96,000,000 (the “Card Program Payment”) previously paid by the Defendants to certain Settlement Class Members (as defined below) through the card program described in the Ontario Superior Court decision in *David v. Loblaw*, 2018 ONSC 198 (the “Card Program”), and (b) a further payment of CDN\$404,000,000 (the “Settlement Payment”) which, subject to the terms of the Settlement Agreement, will be distributed to (i) members of the class certified in the Ontario Action who do not opt out, (ii) members of the proposed class at issue in the Plaintiffs’ appeal in the Ontario Action in Court of Appeal File No. COA-24-OM-0093 who do not opt out (clauses (i) and (ii) shall be defined collectively as the “Ontario

Settlement Class”), and (iii) members of the class authorized in the Quebec Action who did not opt out (defined collectively with the Ontario Settlement Class as the “Settlement Class” or “Settlement Class Members”).

2. The Parties agree that these Minutes of Settlement, when signed by Class Counsel (defined as LPC Avocat, Renno Vathilakis Inc., Orr Taylor LLP, and Strosberg Wingfield Sasso LLP) and by counsel for the Defendants, bind them to negotiate in good faith a comprehensive Settlement Agreement and to use best efforts to execute the Settlement Agreement on or before October 31, 2024.
3. The Parties agree that Geoffrey Morawetz, the current Chief Justice of the Superior Court of Ontario, (the “Mediator”) will remain engaged to assist the Parties in finalizing the terms of the Settlement Agreement and that the Mediator will have final and binding decision-making authority in respect of any terms of the Settlement Agreement to which the Parties are unable to agree, with the exception of those terms set out in paragraphs 1, 2, 3, and 6, including Schedule C, in respect of which the Parties have reached a binding agreement through these Minutes of Settlement.
4. The Parties agree that the Settlement Agreement will be consistent with the terms of these Minutes of Settlement, and will provide, among other things, for the following:
  - (a) an agreement on the terms of an amended certification order in the Ontario Action, for the purposes of settlement, to include certification of the Ontario Settlement Class and the method for exercise of opt-out rights for those Settlement Class Members;
  - (b) the process for settlement approval hearings in the Ontario Action and the Quebec Action (the “Settlement Approval Hearings”);
  - (c) the proposed method of distribution of the Settlement Payment to the Settlement Class (the “Distribution Protocol”) to be put forward for court approval at the Settlement Approval Hearings;
  - (d) the estimated timing for the Distribution Protocol, which the Parties agree will be done as reasonably quickly as possible;
  - (e) an agreement that the Plaintiffs, through Class Counsel, will recommend a settlement administrator, subject to appointment by the courts, to carry out the Distribution Protocol (the “Settlement Administrator”) that: (i) assumes full responsibility for execution of the Distribution Protocol in a timely and proper manner consistent with the Parties’ agreement on the timing for the Distribution Protocol; (ii) agrees to carry out its responsibilities in a timely and proper manner; and (iii) has sufficient insurance for any actions or omissions that it takes in respect of the Distribution Protocol, which insurance will extend to any liability asserted against the Defendants, Plaintiffs, and Class Counsel in respect of the Distribution Protocol and will name the Defendants, Plaintiffs, and Class Counsel as insured parties, and the consequences in respect thereof;

- (f) an agreement that the Parties will each have a right to review the Settlement Administrator's insurance policy referred to above in paragraph 4(e) in advance of the Plaintiffs formally retaining the Settlement Administrator to confirm the existence, scope, and sufficiency of the insurance;
  - (g) the payment of the Settlement Payment to BMO Nesbitt Burns, 1 First Canadian Place, Suite 4000, PO Box 150, Toronto, Ontario, M5X 1H3, as third-party escrow agent who shall arrange for deposit into an interest-bearing escrow account thirty (30) days after execution of the Settlement Agreement. The escrow agent shall maintain the escrow account, and shall not pay out all or part of the monies in the escrow account, except as provided for in the Settlement Agreement or in accordance with an order of the courts;
  - (h) the proposed method and form of notice of the Settlement Approval Hearing to the Settlement Class, to be approved in the amended certification order in the Ontario Action and in the Quebec Action; and
  - (i) the right of the Defendants to review in advance and comment on all materials to be filed by the Plaintiffs with the courts in relation to this settlement and the settlement approval orders of the Actions, which comments the Plaintiffs will reasonably consider.
5. The Parties agree that where the Parties are unable to agree on a term of the Settlement Agreement by September 30, 2024, with the exception of those terms set out in paragraphs 1, 2, 3 and 6, including Schedule C, with respect to which the Parties have reached an agreement in these Minutes of Settlement, the Parties will exchange brief written submissions (to each other and to the Mediator) outlining their position on the terms in dispute in a simultaneous exchange by 5 p.m. on October 7, 2024 and the Mediator will render a final and binding decision on the issue, which is consistent with the terms of these Minutes of Settlement, within five (5) days after the Parties' exchange of submissions. The Parties agree that there will be no right of appeal in connection with any decision made by the Mediator and the Parties agree that the Parties will implement any decision by the Mediator in the Settlement Agreement to be executed on or before October 31, 2024.
6. The Parties agree that the Settlement Agreement will include the following terms, which will not be subject to further negotiation between the Parties or to the Mediator's final and binding decision-making authority:

***The Settlement Amount***

- (a) The Settlement Amount is inclusive of:
  - (i) all amounts claimed by the Plaintiffs against the Defendants in the Ontario Action, including for greater certainty any claims against the 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;

- (ii) all amounts claimed by the Plaintiffs against the Defendants in the Quebec Action;
  - (iii) all interest amounts that are claimed or could be claimed in any of the Actions by the Settlement Class;
  - (iv) all legal fees, costs and disbursements plus applicable taxes incurred by Class Counsel in the Actions including in respect of the notice and settlement approval hearings and any related appeals in respect of this settlement as well as the fees and disbursements related to the Distribution Protocol (respectively, “Class Counsel Fees” and “Class Counsel Disbursements” and collectively, “Class Counsel Fees and Disbursements”);
  - (v) all costs plus applicable taxes that may be incurred in relation to the approval and administration of this settlement, including escrow costs, costs of any notice program and related translation costs;
  - (vi) all costs plus applicable taxes that may be incurred in relation to the Distribution Protocol, including administration expenses and any costs associated with prevention or detection of fraudulent claims;
  - (vii) any and all amounts owing to any third party funder in respect of the Actions, including without limitation IMF Bentham Limited, Bentham IMF Capital Limited and Omni Bridgeway;
  - (viii) any and all amounts to which the Fonds d’aide aux actions collectives in Quebec may be entitled in the Quebec Action; and
  - (ix) any previous outstanding costs awarded to the Plaintiffs to be paid by the Defendants, separate payment of which the Plaintiffs waive.
- (b) The Defendants will not have a reversionary interest in the Settlement Payment and the Parties agree that any funds that are not paid out of the net Settlement Payment (being the Settlement Payment less all escrow, notice and administration expenses, Class Counsel Fees and Disbursements inclusive of applicable taxes, and payments to any third party funder and Fonds d’aide aux actions collectives in Quebec, as may be required) to the Settlement Class will be paid cy-près to recipients selected by Class Counsel and approved by the courts.
- (c) The 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, escrow fees, costs of the notice program, administration expenses relating to the Distribution Protocol and Class Counsel Fees and Disbursements plus applicable taxes, except in the event of the termination of the Settlement Agreement as provided below in paragraph 6(n).

***Full and Final Release***

- (d) The Releasors (defined as jointly and severally, individually and collectively, 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) will provide a full and final release to the 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 (defined as “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”), 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 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 Payment), excluding always the “Non-Settling Defendants” (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) and each of their respective successors and assigns (the “Releasees”).
- (e) The release by the Releasors in favour of the Releasees will cover 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 Releasors ever had, now have, or hereafter can, shall or may have, representatively, derivatively, or in any other capacity, against the Releasees 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 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 (“Packaged Bread”) in respect of any agreement, arrangement, combination, conspiracy or conduct that occurred during the Class Period, which shall be deemed to include

any acts to conceal the conspiracy alleged in the Actions (the “Released Claims”). 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 that relate to Packaged Bread; or (ii) claims concerning any product produced or sold by the Defendants other than Packaged Bread.

- (f) As of the date of the final orders by the applicable courts approving the Settlement Agreement, each of the Releasers: (i) shall be deemed to have, and by operation of the final court orders shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims that the Releasers, 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 Releasees, regardless of whether such Releaser 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 Releasees; and (iii) agrees and covenants not to sue any of the Releasees on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any Releasee for any Released Claims.
- (g) For greater certainty regarding the Québec Action, it is further understood and agreed that this release by the Releasers constitutes a partial express release within the meaning of article 1690 of the *Civil Code of Québec* and a partial waiver of solidarity liability in favour of the Releasees only.

#### ***Cooperation Terms***

- (h) The parties agree to the terms for cooperation set out in the attached Schedule “C”.

#### ***Covenant Not to Sue***

- (i) Notwithstanding paragraphs 6(d) to 6(g), for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees 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 Releasees in respect of the Released Claims.

#### ***Bar orders***

- (j) Class Counsel will seek bar orders from the Ontario Superior Court and the Quebec Superior Court and the terms of the bar orders that Class Counsel will seek 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 Releasee (with the exception of a claim that is made by a Person who opts out of the Settlement Class).

- (k) If any 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:
- (i) the Plaintiffs and Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee 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 Defendants not settled, the courts would have apportioned to the Releasees (“Proportionate Liability”);
  - (ii) the Plaintiffs and Class Members 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 Releasee, 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 Releasee 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 Releasee, to the extent provided by law;
  - (iii) a Non-Settling Defendant may, on motion to the applicable court, determined as if the Defendants remained parties to the applicable Action, and on at least sixty (60) days’ notice to counsel for the Defendants, and not to be brought unless and until the applicable Action against the Non-Settling Defendants has been certified 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 Defendants in accordance with the applicable court rules;
    - (B) oral discovery of a representative of the Defendants, the transcript of which may be read in at trial;
    - (C) leave to serve a request to admit on the Defendants in respect of factual matters; and/or
    - (D) the production of a representative of the Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
  - (iv) The Defendants retain all rights to oppose such motion(s) brought pursuant to paragraph 6(k)(iii). Moreover, nothing herein restricts the Defendants

from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of information obtained from discovery in accordance with paragraph 6(k)(iii). Notwithstanding any provision in a court order approving the Settlement Agreement, on any motion brought pursuant to paragraph 6(k)(iii), the applicable court may make such orders as to costs and other terms as it considers appropriate.

- (v) To the extent that such an order is granted pursuant to paragraph 6(k)(iii) 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 Defendants to the Plaintiffs and Class Counsel without charge within twenty (20) days of such discovery being provided to a Non-Settling Defendant(s).

### ***Termination rights***

- (l) The Parties shall, in their respective discretions, have the right to terminate the Settlement Agreement, including the terms of Cooperation agreed to in Schedule C, by providing written notice of their election to do so to all other Parties within thirty (30) days of the date on which:
  - (i) the Ontario Court declines to grant the amended certification order required for the purposes of the Settlement Agreement;
  - (ii) any court declines to approve the Settlement Agreement or any material part thereof, which parts include any of the terms listed above in paragraphs 1 and 6(a) to 6(l); or
  - (iii) any order approving the Settlement Agreement does not become a final order.
- (m) Any order, ruling or determination made by any court with respect to:
  - (i) Class Counsel Fees or Class Counsel Disbursements; or
  - (ii) the Distribution Protocol,

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

- (n) If the Settlement Agreement is terminated for any reason, Class Counsel shall instruct the escrow agent, 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 Defendants the amount the Defendants have paid into escrow in connection with the Settlement Payment, plus all accrued interest thereon and less any costs incurred with respect to escrow fees, the notice to the Settlement



Class, the administration of the Distribution Protocol and any previous outstanding costs awarded to the Plaintiffs to be paid by the Defendants.

***Class Counsel Fees***

- (o) The Defendants will take no position on Class Counsel Fees. The Defendants will take no position and make no submissions in the approval process to determine the amount of Class Counsel Fees.

***Defendants' responsibilities for the Distribution Protocol***

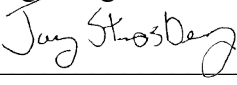
- (p) The Defendants shall have no obligations relating to the Distribution Protocol, including no obligation to produce any information, data or documents for the purposes of determining or implementing the Distribution Protocol. The Defendants will identify available sales data that permits the Plaintiffs to determine the proportion of the Defendants' sales that occurred at the wholesale and retail level.
  - (q) The Defendants will take no position on the validity of any claim submitted to the Settlement Administrator pursuant to the Distribution Protocol.
7. The Parties agree that Class Counsel will disclose these Minutes of Settlement and the Settlement Agreement to the Non-Settling Defendants, the Ontario Court, and the Quebec Court.
  8. Subject to any disclosure that is required by law or regulation, including the obligation of disclosure to the Non-Settling Defendants, the Parties agree that they shall announce this settlement and these Minutes of Settlement simultaneously through press releases, the form and text of which are set out at Schedules "A" and "B" to these Minutes of Settlement.
  9. Unless otherwise agreed, the Parties shall not make any public statements, comments or any communications of any kind about any negotiations or information exchanged as part of the settlement process, except as may be required for the parties to comply with any order of the courts, as may be required under any applicable law or regulation, or as may be required in communicating with the Settlement Class and/or in seeking the approval of this settlement (or Class Counsel Fees and Disbursements) or as required for the continued prosecution of the Actions.
  10. The Parties shall act in good faith to ensure that any public statements, comments or communications regarding the Ontario Action, the Quebec Action or the settlement are balanced, fair, accurate and free from disparagement.
  11. It is understood and agreed that nothing in these Minutes of Settlement constitutes an admission of liability or obligation on the part of the Defendants and any liability is, in fact, denied.

12. The Parties agree that these Minutes of Settlement bind the Settlement Class Members, the Plaintiffs, and the Defendants when signed by Class Counsel and by counsel for the Defendants.

Dated July 24, 2024.

July 19, 2024  
Date \_\_\_\_\_

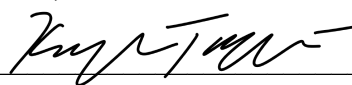
For the Plaintiffs in the Ontario Action  
(Strosberg Wingfield Sasso LLP)

By: 

Title: Managing Partner

July 19, 2024  
Date \_\_\_\_\_


For the Plaintiffs in the Ontario Action (Orr  
Taylor LLP)

By: 

Title: Partner

July 19, 2024  
Date \_\_\_\_\_

For the Plaintiffs in the Quebec Action  
(LPC Avocat)


By: 

Title: President

For the Plaintiffs in the Quebec Action  
(Renno Vathilakis Inc.)

July 19, 2024

Date

By:  \_\_\_\_\_

Title: Co-Founder \_\_\_\_\_

For the Defendants (Torys LLP)

Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule “A”

### Joint GWL and LCL Press Release

#### **George Weston Limited and Loblaw Companies Limited Announce Settlement of Class Action Lawsuits Concerning their Involvement in Historical Industry-Wide Bread Price-Fixing Arrangement**

*The Companies apologize to Canadians for their role in a decade-old, industry-wide bread price-fixing arrangement and agree to a total settlement of \$500 million that will involve a cash payment of \$404 million in addition to \$96 million having already been paid through the previously administered Loblaw Card program.*

**TORONTO, ONTARIO, ■**, 2024 /CNW/ - George Weston Limited (“George Weston”) (TSX:WN) and Loblaw Companies Limited (“Loblaw”) (TSX:L) (the “Companies”) jointly announced today that they have entered into minutes of settlement to resolve nationwide class action lawsuits against them relating to their role in an industry-wide price fixing arrangement between 2001 and 2015 involving certain packaged bread products. The minutes of settlement provide for a total settlement of \$500 million. George Weston will pay \$247.5 million in cash, and Loblaw will pay \$252.5 million (made up of \$156.5 million in cash and credit for \$96 million previously paid to customers by Loblaw under the Loblaw Card program). The \$500 million settlement figure was negotiated with the plaintiffs’ lawyers in a mediation presided over by the Chief Justice of Ontario. The settlement is subject to the finalization of a binding settlement agreement between the Companies and the plaintiffs’ lawyers, and Court approval. Upon approval, the settlement will resolve all the plaintiffs’ claims against the Companies relating to this matter.

Upon discovering the industry-wide arrangement in March 2015, the Companies immediately reported it to the Competition Bureau, with whom they have been fully cooperating ever since. As an immediate response to the non-compliant behaviour, the Companies took several actions, including overhauling how pricing is managed and significantly enhancing their compliance programs. These measures, which remain in place today, are industry-leading and include the establishment of an independent Compliance Office, reporting to the Loblaw Board of Directors, that has oversight of day-to-day compliance with laws and policies, including pricing practices.

"On behalf of the Weston Group of companies, we are sorry for our participation in the industry price fixing behaviour we discovered, and self-reported, in 2015. We have the privilege of serving Canadians from coast to coast. That privilege needs to be earned each and every day. This incident goes completely against our values and ethical standards. And as such reaching this settlement was the right thing to do," said Galen G. Weston, Chairman of Loblaw and Chairman and Chief Executive Officer of George Weston.

"Canadians count on Loblaw to provide great value and we seek to meet their needs and earn their trust whenever and wherever they choose to shop with us," said Per Bank, President and Chief Executive Officer of Loblaw. "We will continue to work hard to deliver on that commitment."

The settlement funds will be distributed to eligible class members in accordance with a plan of distribution to be approved by the Courts. Further details regarding the distribution of the settlement payment will be available as part of the Court's approval process.

### **About George Weston Limited**

George Weston Limited is a Canadian public company founded in 1882. The Company operates through its two reportable operating segments, Loblaw Companies Limited and Choice Properties Real Estate Investment Trust. Loblaw provides Canadians with grocery, pharmacy, health and beauty, apparel, general merchandise, financial services and wireless mobile products and services. Choice Properties owns, manages and develops a high-quality portfolio of commercial and residential properties across Canada.

### **About Loblaw Companies Limited**

Loblaw is Canada's food and pharmacy leader, and the nation's largest retailer. Loblaw provides Canadians with grocery, pharmacy, health and beauty, apparel, general merchandise, financial services and wireless mobile products and services. With more than 2,400 corporate, franchised and Associate-owned locations, Loblaw, its franchisees and Associate-owners employ more than 221,000 full- and part-time employees, making it one of Canada's largest private sector employers.

Loblaw's purpose – Live Life Well® – puts first the needs and well-being of Canadians who make one billion transactions annually in the company's stores. Loblaw is positioned to meet and exceed those needs in many ways: convenient locations; more than 1,050 grocery stores that span the value spectrum from discount to specialty; full-service pharmacies at nearly 1,400 Shoppers Drug Mart® and Pharmaprix® locations and close to 500 Loblaw locations; PC Financial® services; affordable Joe Fresh® fashion and family apparel; and four of Canada's top-consumer brands in Life Brand®, Farmer's Market™, no name® and President's Choice®.

### **Forward Looking Statements**

This press release may contain forward-looking information within the meaning of applicable securities legislation, including with respect to the announced litigation settlement, which reflects George Weston's and Loblaw's current expectations regarding future events. Forward-looking information is based on a number of assumptions and is subject to a number of risks and uncertainties, many of which are beyond GWL and Loblaw's control that could cause actual results and events to differ materially from those that are disclosed in or implied by such forward-looking information. Such risks and uncertainties include, but are not limited to, the factors discussed in George Weston's and Loblaw's respective current Annual MD&A and Annual Information Form, each of which are available on SEDAR at [www.sedar.com](http://www.sedar.com). George Weston and Loblaw do not undertake any obligation to update such forward-looking information, whether as a result of new information, future events or otherwise, except as expressly required by applicable law. All forward-looking statements contained in this press release are made as of the date hereof and are qualified by these cautionary statements.

### **Contact information.**

Investor Relations: Roy MacDonald, Group Vice President, Investor Relations, (416) 861-2243.

[investor@loblaw.ca](mailto:investor@loblaw.ca)

[investor@weston.ca](mailto:investor@weston.ca)

Media: Media Relations: Scott Bonikowsky, Senior Vice President, Corporate Affairs and Communication

[pr@loblaw.ca](mailto:pr@loblaw.ca)

## **SCHEDULE “B”**

### **\$500M Settlement Reached with George Weston Limited and Loblaw Companies Limited in Packaged Bread Price-Fixing Class Action**

#### ***Largest Anti-Trust Settlement in Canadian History***

**TORONTO /MONTREAL (July [25], 2024)** -- Strosberg Wingfield Sasso LLP, Orr Taylor LLP, Renno & Vathilakis Inc., LPC Avocats, CFM Lawyers LLP, and Boudreau Law announced today, on behalf of the plaintiffs, that they have entered into binding minutes of settlement with George Weston Limited (“George Weston”) and Loblaw Companies Limited (“Loblaw”) to settle George Weston and Loblaw’s involvement in nationwide class action lawsuits related to industry-wide price fixing for certain packaged bread products. The plaintiffs allege that the defendants participated in a 14-year industry-wide price fixing conspiracy leading to an artificial increase in packaged bread prices. The \$500M settlement is the largest anti-trust settlement in Canadian history. The settlement is subject to finalizing a formal settlement agreement between the parties and court approval.

The parties have agreed to a settlement amount of \$500 million that will involve a cash payment by George Weston and Loblaw of \$404 million (the “Settlement Payment”), with \$96 million having already been paid by Loblaw through the previously administered Loblaw Card program.

Class counsel will now prepare for trial in the ongoing class actions against Canada Bread, Sobeys, Metro, Wal-mart Canada, and Giant Tiger whom the plaintiffs allege were also involved in the industry-wide conspiracy. In June 2023, Canada Bread was fined \$50 million after it plead guilty to four counts of price-fixing related to packaged bread products under the Competition Act.

“This is a significant milestone in Canadian class action history and sends a strong message that conduct that harms consumers will not be tolerated,” said Jay Strosberg, Managing Partner, Strosberg Wingfield Sasso LLP.

“Importantly the settlement provides access to evidence to be used in pursuing the case against the remaining defendants,” said Jim Orr, Partner, Orr Taylor LLP. “The expectation is that this will result in further significant monetary recovery for Canadian consumers.”

“Following extensive negotiations, we are more than confident that this significant monetary settlement represents a very fair outcome for Canadians,” said Michael Vathilakis, Co-founding Partner, Renno & Vathilakis Inc.

“This resolution not only acknowledges the harm caused, but it also provides the relief Canadian consumers deserve,” said Joey Zukran, Founder, LPC Avocats.

The Settlement Payment, less court-approved expenses, will be distributed to eligible class members in accordance with a plan of distribution, to be approved by the courts. If the settlement is approved, it will resolve all the plaintiffs’ claims against Loblaw and George Weston relating to this matter. Further details will be available when court approval is sought, which will be before the end of the year.

For further information please visit: [\[WEBSITE\]](#)

# # #

**Media Contact:**  
Naomi Strasser  
[naomi@aerialpr.com](mailto:naomi@aerialpr.com)



## Schedule “C” – Terms of Cooperation

(1) Unless otherwise noted, all capitalized terms in this Schedule “C” shall have the meanings ascribed to them in the Minutes of Settlement dated July 24, 2024.

### Document Production

(2) Documents will be produced by the Defendants in accordance with an agreed upon document production protocol which will form an Appendix to the Settlement Agreement.

(3) By the later of (i) March 31, 2025 or (ii) 60 days from the date of the approval of the Settlement Agreement by either the Ontario Superior Court of Justice or the Quebec Superior Court of Justice, whichever date is later, the Defendants shall provide the Plaintiffs with electronic copies of the following Documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*, RRO 1990, Reg 194):

- (a) all Documents that are in the possession, control or power of the 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 Defendants to the Commissioner of Competition<sup>1</sup>, or any other government entity, through the Defendants’

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

participation in the Immunity Program under the *Competition Act*, R.S.C. 1985, c. C-34 (the “Immunity Program”);

- (iii) copies of any Documents in the Defendants’ possession, control or power provided by the Commissioner of Competition or any other government entity;
- (iv) Documents sufficient to establish the Defendants’ volume of commerce of Packaged Bread for the period relevant to the Actions; and
- (v) copies of the 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 returned to the Defendants forthwith.

- (4) If the 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 Defendants agree to request that the third-parties consent to the release of these Documents to the Plaintiffs with the exception that the 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) Subjection to section (22), the 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 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*, RRO 1990, Reg. 194 and the equivalent Quebec laws.

#### Sales Data and Information

(7) For greater certainty, the 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 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) 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 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 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 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 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 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 Defendants' volume of commerce of Packaged Bread during the period relevant to the Actions;
- (g) understanding the margins earned by the 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 undue 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 Defendants and the Non-Settling Defendants relevant to the Action;
- (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.

Defendants' Counsel Assistance

(9) Without limiting the scope of the cooperation obligations provided for above, the Defendants agree to make available to Class Counsel, at the Defendants' sole expense, the advice and services of 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 Defendants will provide the Plaintiffs with an oral evidentiary proffer, through meetings between Class Counsel and Counsel for the 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 Defendants and the Non-Settling Defendants relevant to the Actions;
- (b) the identification of employees and officers of the 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 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 Defendants relevant to the Actions.

(11) Following the proffer, counsel for the 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 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 Defendants related to an oral evidentiary proffer.

#### Witnesses

(13) The 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 Action (the "Defendants' Witnesses").

(14) The Defendants shall not object to the Plaintiffs seeking to interview any of the Defendants' Witnesses.

(15) The Defendants shall make best efforts to make available any of the Defendants' Witnesses who are current employees, officers, or directors, or anyone with a duty of cooperation to the Defendants, for interview by the Plaintiffs upon request.

(16) Any reasonable expenses incurred by any of the Defendants' Witnesses, who are current employees and who are interviewed under this section, shall be borne by the Defendants.

#### Trial Witnesses

(17) The 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 Defendants' transactional sales and costs data and other sales information provided; (ii) representatives qualified to establish for admission into evidence any of the 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 Defendants' Witnesses. For representatives appearing as trial witnesses, the Defendants shall provide will-say statements to the Plaintiff at a reasonable time in advance of the trial.

#### Cooperation Material to Agreement

(18) If the Defendants materially breach this Schedule, and the breach is not cured within 30 days of the Plaintiffs providing the Defendants with notice of the material breach, the Plaintiffs may move before the Courts to enforce the terms of the Minutes of Settlement and/or the Settlement Agreement, as the case may be, 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 Defendants. Additionally, if the 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 Defendants and Releasees.

(19) The obligations of the Defendants pursuant to this Schedule shall be continuing obligations to forthwith make additional productions of Documents to the extent that the 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 is the Defendants' agreement to cooperate. The 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 Agreement.

#### Limits on use of Documents

(21) It is understood and agreed that all Documents provided by the 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 Defendants' acknowledgement of the importance to the Plaintiffs of the terms of cooperation set out in this Schedule and the Defendants' acknowledgement of the Plaintiffs' reliance on the Defendants' agreements to cooperate as reflected in this Schedule, the Parties agree that the 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 Defendants' participation in the Immunity Program, including the identity of any individuals who provided information as part of the Defendants' participation or otherwise.