

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-001200-225

**SUPERIOR COURT**  
**(Class Actions)**

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**SONIA** [REDACTED], having her elected domicile  
at 276 Saint-Jacques Street, Suite 801,  
Montreal, Province of Quebec, H2Y 1N3

Applicant

v.

**DOLLARAMA S.E.C.**, legal person having its  
head office at 5805 Royalmount Avenue,  
Mont-Royal, Quebec, H4P 0A1

and

**DOLLARAMA INC.**, legal person having its  
head office at 5805 Royalmount Avenue,  
Mont-Royal, Quebec, H4P 0A1

and

**DOLLARAMA GP INC.**, legal person having  
its head office at 5805 Royalmount Avenue,  
Mont-Royal, Quebec, H4P 0A1

and

**SOCIÉTÉ DES ALCOOLS DU QUÉBEC**, a  
duly constituted Crown corporation, having a  
place of business at 7500 Tellier Street,  
Montreal, Quebec, H1N 3W5

and

**RONA INC.**, legal person having its head  
office at 220 ch. Du Tremblay, Boucherville,  
Quebec, J4B 8H7

and

**LOWE'S COMPANIES CANADA, ULC**, legal  
person having its head office at 1100-1959

Upper Water Street, Halifax, Nova Scotia,  
B3J 3E5

and

**METRO INC.**, legal person having its head  
office at 11011 Maurice Duplessis boulevard,  
Montreal, Quebec, H1C 1V6

and

**LA CORPORATION MCKESSON CANADA**,  
legal person having a principal establishment  
at 8290 Pie-IX Boulevard, Montreal, Quebec,  
H1Z 4E8

and

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

and

**TOYS "R" US (CANADA) LTÉE**, legal  
person having a principal establishment at  
2700 Laurier boulevard, Quebec City,  
Quebec, G1V 2L8

and

**COSTCO WHOLESALE CANADA LTD.**,  
legal person having a principal establishment  
at 5701 autoroute Félix-Leclerc, Pointe-  
Claire, Quebec, H9 R1B7

Defendants

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:**

1. Dollarama sells bags that it advertises as “recyclable” but which are not in fact recyclable in Canada;
- 1.1 The other Defendants, namely the Société des alcools du Québec (“**SAQ**”), Rona Inc. and Lowe’s Companies Canada, ULC (collectively, “**Rona**”), Metro Inc. (“**Metro**”), La Corporation McKesson Canada (“**McKesson**”) Giant Tiger Stores Limited (“**Giant Tiger**”), Toys “R” Us (Canada) Ltée (“**Toys “R” Us**”), Costco Wholesale Canada Ltd. (**Costco**) (collectively referred to herein with the Dollarama Defendants as the “**Defendants**”<sup>1</sup>) also sell bags that they advertise as “recyclable”, but which are not in fact recyclable in Canada;
2. The woven and/or unwoven plastic bags sold by the Defendants are not recyclable, are not accepted at local Canadian recycling facilities, and are not actually recyclable in Canada in practice;
- 2.1 This fact was confirmed in the report mandated by – and prepared for – the government of Quebec (Recyc-Québec) by the *Centre international de référence sur le cycle de vie des produits procédés et services* (“CIRAIG”) titled “*Analyse du cycle de vie des sacs d’emplettes au Québec*” dated December 2017, communicated as **Exhibit P-12** (page 11 of the report or page 27-PDF):

**3.2.2 Sacs dits « réutilisables »**

Cette catégorie de sacs est également très diverse. D’abord, parmi les plus répandus, l’on retrouve **les sacs de plastique PP tissé et non tissé**. Ils sont fabriqués généralement en Chine et sont vendus par les grandes chaînes d’alimentation au Québec. Ils sont laminés afin de permettre leur impression. **Bien que décrit comme étant recyclables, ils sont mis aux rebus par les centres de tri au Québec.**

- 2.2 As large and resourceful Canadian private, public and Crown corporations, the Defendants know very well that the reusable bags they sell (*sacs de plastique PP tissé* and/or *non tissé*) are not recyclable in Canada. Indeed, this fact has been publicly documented by academics, professionals and experts over the years, as further appears from **Exhibit P-13**:

“Even reusable bags have serious environmental problems. One is that **they cannot be recycled in North America** and at the end of their life, millions of reusable bags will end up sitting in Montreal’s landfill as garbage”.

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

3. Consequently, the Applicant seeks authorization to institute a class action on behalf of the following class of which she is a member, namely:

**Class:**

All persons in Canada who purchased a bag from Dollarama, the SAQ, Rona, Super C, Uniprix, Toys “R” Us, Costco and/or Giant Tiger containing the mention “recyclable”, in-store or online.

(hereinafter the “**Class**”)

or any other Class to be determined by the Court;

**I. THE PARTIES**

4. Applicant is a consumer within the meaning of the *Consumer Protection Act* (the “**CPA**”), the *Civil Code of Quebec* and the *Competition Act*;
5. The Defendants Dollarama S.E.C., Dollarama Inc. and Dollarama GP Inc. (collectively referred to herein as “**Dollarama**”) are headquartered in Montreal, Quebec, as it appears from the information statements from the Quebec Business Registry disclosed herewith *en liasse* as **Exhibit P-1**;
- 5.1 The Defendants the SAQ, Rona Inc. and Metro Inc. are also headquartered in the province of Quebec, while Defendants McKesson, Toys “R” Us, Costco and Giant Tiger have principal establishments in the province of Quebec, the whole as appears from the information statements communicated *en liasse* as Exhibit P-1;
6. Dollarama operates a chain of 1444 dollar stores across Canada known as *Dollarama*. Dollarama stores offer general merchandise, consumables, and seasonal products and also sells its products online at [www.dollarama.com](http://www.dollarama.com);
- 6.1 The SAQ is a Crown corporation operating more than 400 stores in Quebec. On its website it states that: “*The SAQ’s mission is to sell beverage alcohol by offering a broad range of quality products throughout Quebec. In conducting its business, the government corporation is respectful of communities **and the environment**, it creates value for all Quebecers and provides an unmatched customer experience*”;
- 6.2 Rona describes itself as “*one of Canada’s leading home improvement companies with head office located in Boucherville, Quebec*” and “*Spanning the entire country, RONA’s vast network of more than 375 stores includes both corporate stores and independent affiliated dealers*”;
- 6.3 Metro describes itself as “*A network of some 950 food stores under several banners including Metro, Metro Plus, Super C and Food Basics*” with locations in Quebec and Ontario;

- 6.4 McKesson owns the Uniprix and Proxim banners in Canada. McKesson offers services to a network of more than 330 Uniprix pharmacies and 265 Uniprix pharmacies in the province of Quebec;
- 6.5 Giant Tiger describes itself as a leading grocery discount store. It has over 260 locations across Canada, including in the province of Quebec;
- 6.6 Toys “R” Us describes itself as a specialty retailer of toys and baby products with over 80 stores across Canada, including in the province of Quebec;

## II. THE ISSUE

### (i) Dollarama Defendants

7. Both in-stores and on its website, Dollarama misleadingly markets and sells the following bags as “recyclable”, as it appears from pictures and descriptions taken from Dollarama’s website, communicated *en liasse* as **Exhibit P-2**:



8. Dollarama also prominently displays these bags at the checkout counters in its stores, as appears from the pictures communicated *en liasse* as **Exhibit P-3**;
9. The issue is that while these bags are *reusable*, they are **not** “recyclable”, contrary to the representations made by Dollarama on the bags;
10. This situation was revealed by *Tricentris la coop*, an important recycling centre in Quebec with more than 56,000 Facebook followers, on September 26, 2022, in a Facebook publication communicated herewith as **Exhibit P-4**, which stated the following along with a picture of the Dollarama bag:

Une vérité et un mensonge.

Les fameux sacs réutilisables ça va au bac de récupération ou pas ?

Vous nous posez régulièrement cette question. On vous comprend. Surtout que **des farfelus on (sic) décidé d'inscrire la mention « recyclable »**, ça devient mélangeant. Heureusement, avec nous vous avez toujours l'heure juste

Voici donc la vérité.

**Ces fameux sacs sont souvent faits de plastique tissé.** Il s'agit donc d'un emballage de plastique tissé. Quel type de plastique tissé? Ce n'est pas clair. L'autre bout, c'est qu'il faut considérer qu'en ce moment **il n'existe pas vraiment de débouchés ou d'acheteurs pour ce type de matière tissée faite d'un plastique quasiment impossible à identifier. Malheureusement, ces sacs réutilisables en fin de vie vont directement aux poubelles.**

La bonne nouvelle c'est que votre sac réutilisable a permis de réduire considérablement votre consommation de sacs à usage unique et pour ça on lui dit merci.

En résumé, **il est faux de dire que c'est « recyclable »** pour les raisons mentionnées précédemment. Et c'est tout à fait vrai que c'est un sac réutilisable. Un peu plus et ils inscrivent « ce sac est vert »

11. Tricentris has been in business since 1998, operating recycling sorting centres and plants that process significant amounts of recyclable materials, as it appears from an extract of its website (<https://www.tricentris.com/nos-usines/>) communicated as **Exhibit P-5**;
12. In response to a specific question about the green Dollarama bags (i.e. those seen in Exhibits P-2 and P-3), Tricentris confirmed that they cannot be recycled in recycling bins (Exhibit P-4 at page 34):



13. When another person inquired as to whether Walmart's reusable bags can be recycled, Tricentris responded that the same logic applies (Exhibit P-4, page 39);
14. The difference, however, is that, unlike Dollarama, Walmart does not advertise its reusable bags as "recyclable", as it appears from pictures of the Walmart reusable bags filed *en liasse* as **Exhibit P-6**;
15. In fact, it does not appear that any of the other major chain stores use the terms "recyclable" on their bags, besides for Dollarama, as it appears from the pictures filed *en liasse* as **Exhibit P-7**;
16. A publication on the government of Canada's website titled "*Environmental claims and greenwashing*" refers to the illegal practice of "greenwashing" in the following terms, as it appears from **Exhibit P-8**:

Countless Canadians are concerned about the environment and climate change. Therefore, many are looking for products and services that are less harmful to the environment. This has led to an increased demand for "green" products or services.

While the supply of "green" products has greatly increased in response to this demand, **there has also been an increase of false or misleading environmental ads or claims, also known as greenwashing.** This practice harms competition and innovation because **consumers are being misled and are therefore unable to make an informed purchasing decision.** Businesses who actually offer a product that has a lower environmental impact may see their potential consumers being misled into purchasing products and services from competitors that made false or misleading claims.

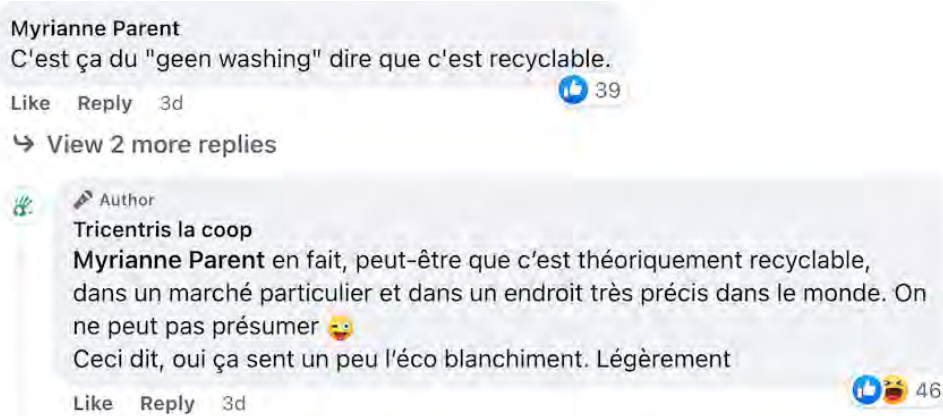
False, misleading or unsubstantiated environmental claims may raise concerns under the laws enforced by the Competition Bureau: the *Competition Act*, the *Textile Labelling Act*, and the *Consumer Packaging and Labelling Act*. The Bureau takes environmental claims seriously and will take action in accordance with the laws we enforce

...

However, **if you portray your products and services as having more environmental benefits than they truly have, you may be greenwashing, which could be illegal.** Businesses should avoid vague claims such as "eco-friendly" or "safe for the environment", which can lead to multiple interpretations, misunderstanding and deception.

17. On January 23, 2017, the Competition Bureau of Canada issued a business alert to warn businesses of issues related to making environmental claims that are misleading or likely to result in misinterpretation, such as those in dispute, as it appears from a copy of the publication communicated as **Exhibit P-9**;

18. The green bags sold by Dollarama as “recyclable” appear to be made specifically of **woven** polypropylene (the Applicant intends on mandating an expert to test and confirm the exact composition of the bags since its components are not indicated anywhere on the Dollarama bags or labels), a type of polypropylene that recycling companies in Canada are unable to recycle, as confirmed by Tricentris (Exhibit P-4, page 5 and by the *CIRAIG* report mandated by the Quebec government, Exhibit P-12, p. 11):

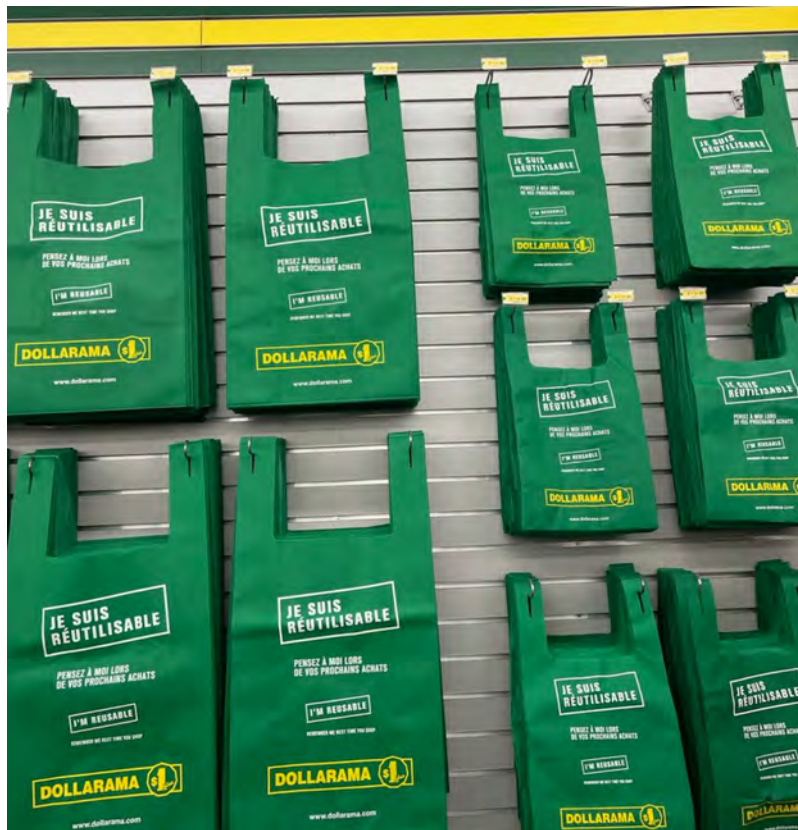


19. In order for plastic bags to be recyclable in Canada, the polypropylene must meet certain standards, which the Dollarama bags do not, also as confirmed by Tricentris in Exhibit P-4 and as the Applicant will prove with an expertise on the merits;
20. Although technically made of a *potentially* recyclable material, Dollarama’s bags are not recyclable in Canada, both in fact and by any common-sense definition of the term “recyclable”;
- 20.1 As a successful and resourceful publicly traded Canadian company, Dollarama knows that its reusable bags are not recyclable in Canada (Exhibits P-12 & P-13);
21. The general impression created by the advertising on the Dollarama bags is that they can be easily recycled (i.e. they are “recyclable”) in the areas where they are sold, which is false;
22. Moreover, the label attached to some, but not all, of the green bags falsely advertised by Dollarama as “*recyclable*” appears to contradict the representations printed on the front of those same bags and on the Dollarama website. These labels only mention the term “*reusable*”, as appears from a picture of the label communicated as **Exhibit P-10**:





- 22.1 The mention of only “reusable” in the labels pictured above (Exhibit P-10) confirms that Dollarama was well aware that their plastic bags were not recyclable and intentionally added language on the front of their bags displayed in their stores to deceive the Class Members into thinking they were purchasing a “recyclable” bag. This conduct is greenwashing;
- 22.2 At some point in 2023 or 2024, (and clearly well after the initial authorization application was filed on September 30, 2022), Dollarama modified the declarations made on their bags and removed the misleading and false representations about their bags being “recyclable”, which represents a clear admission of fault by Dollarama which Plaintiff intends to invoke and rely upon in the present proceedings, the whole as appears from the pictures taken at several Dollarama locations in Montreal on March 11 and 13, 2024, including the one below from Decarie Square, communicated *en liasse* as **Exhibit P-24**:



22.3 It appears from Exhibit P-24 (specifically the picture taken at Place Vertu in Ville St-Laurent on March 13, 2024) that the illegal representations have not been removed from all of the bags at Dollarama, which is why the conclusions for injunctive relief must remain:



**(ii) The SAQ**

22.4 During the class period, the SAQ sold plastic reusable bags which it described and marketed as “recyclable” which were not recyclable in Quebec or Canada, as it appears from a picture of the bag communicated as **Exhibit P-14**:



- 22.5 The SAQ has previously inquired with experts and was informed that its reusable bags were not recyclable, but continues to market and sell its bags as recyclable;
- 22.6 This situation is particularly alarming given that SAQ is a Crown corporation, held to an even higher standard, and states is “*respectful of communities and the environment*” on its website (<https://www.saq.com/en/about-saq/profile-mandate>);
- 22.7 It appears from the inner label of the SAQ’s bag (Exhibit P-14) that the SAQ’s supplier is a company called “Oasismade”. On its website, Oasismade displays its options for “Reusable Bags” (<https://oasismade.com/product-category/reusable-bags/>), as it appears from the extracts communicated *en liasse* as **Exhibit P-15**;
- 22.8 Of relevance to this case are the descriptions of the following reusable bags on the Oasismade website (Exhibit P-15): **(#1)** the “PP Non-Woven Reusable Bags” (<https://oasismade.com/product/pp-non-woven-reusable-bagseusable-bags/>); **(#2)** the “PP Woven Reusable Bags” (<https://oasismade.com/product/pp-woven-reusable-bagble-bag/>); and **(#3)** the “R-PET Reusable Bag” (<https://oasismade.com/product/r-pet-reusable-bag/>);
- 22.9 First, as appears from the label inside the SAQ reusable bag communicated as Exhibit P-14, the material used is described as “100% non-woven polypropylene / 100% *polypropléne non tissé*”, which corresponds to item **#1** in Exhibit P-15. However, as it appears from the description on the Oasismade website for reusable bags made from this material, there is no reference whatsoever to it being “recyclable” (we know that *polypropléne non tissé* is not recyclable in Canada, notably from the *CIRAIG* report, Exhibit P-12 at page 11);
- 22.10 Second, this is relevant because for item **#3** on the Oasismade website (R-PET reusable bag, last page of Exhibit P-15), Oasismade this time describes the R-PET bag as “*considered highly recyclable plastic*”, which it does not state in its description for either the *PP non-woven* or *woven reusable bags*;
- 22.11 Third, it appears that even for item **#3** (R-PET), the SAQ’s supplier is incorrect to state that it is made from recyclable plastic, because the *CIRAIG* report concludes:

“D’autres matériaux peuvent être utilisés dans la fabrication des sacs réutilisables. Certains sont fabriqués de tissu **plastique en PET** recyclé postconsommation à 100 % à partir de bouteilles d’eau et de boissons non alcoolisées. D’autres, très compacts, sont faits de nylon. Enfin, le sac de coton est également utilisé pour les emplettes au Québec. En général, ces sacs sont robustes et pourraient probablement servir des dizaines, voire des centaines de fois. Bien qu’ils soient souvent fabriqués en Asie, le secteur canadien du textile en confectionne à partir de coton américain encore aujourd’hui. **Ils ne sont pas recyclés au Québec**”. (page 11 or 27-PDF)

**(iii) Rona**

22.12 Rona/Lowe's sells its reusable plastic bags for \$2.00 each. The bottom of the bag contains an "Eco" logo and states that it is "100% recyclable", as it appears from a picture of the Rona bag purchased from the Rona in Ville St-Laurent communicated as **Exhibit P-16**:



22.13 To avoid repetition, the Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to Rona, in particular that the bags sold by Rona as 100% recyclable are not recyclable in Canada in practice;

22.14 Rona's competitors, such as Home Depot and Canadian Tire, do not advertise their reusable plastic bags as "recyclable" (see Exhibit P-7);

**(iv) Metro (Super C bags)**

22.15 Super C (owned by Metro) sells its reusable plastic bags for \$0.99 each. The bottom of the bag contains an recycle symbol and states that it is "*recycled and recyclable*", as it appears from a picture of the Super C bag purchased from the Super C in Ville St-Laurent communicated as **Exhibit P-17**:



22.16 To avoid repetition, the Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to Super C (a banner of Metro), in particular that the bags sold by Super C as “recyclable” are not recyclable in Canada in practice;

22.17 Interestingly, the reusable plastic bags sold in Metro grocery stores do not mention that they are recyclable. Moreover, Super C and Metro’s competitors such as IGA, Maxi and Provigo do not mention that their reusable plastic bags are recyclable, as appears from Exhibit P-7;

**(v) McKesson**

22.18 Uniprix (the banner owned by McKesson) pharmacies sell their reusable plastic bags for \$2.49 each. The bottom of the bag contains a mobius loop (recycle symbol) and states that it is “**recyclable where facilities exist**”, as it appears from a picture of the Uniprix bag purchased from the Uniprix in Place Vertu shopping centre in Ville St-Laurent communicated as **Exhibit P-18**:



22.19 This representation is false and misleading because no such “facilities exist” in Canada. Indeed, the Competition Bureau has warned against using such representations, in guidance published on its website (section 10.1.3: Claims of “where facilities exist”): <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/02701.html>:

“It is **not** considered adequate to state “**where facilities exist**” after a claim that is dependent on the existence of such facilities. It is important to obtain information on the availability of the necessary infrastructure from municipalities or distributors before making this claim or any such generalized qualifications...”

22.20 To avoid repetition, the Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to McKesson. McKesson is named as Defendant because the pharmacies under its banner must go through and pay McKesson when ordering these bags, in particular that the bags sold at Uniprix as “recyclable where facilities exist” when no such facilities exist in Canada and they are not recyclable in Canada in practice;

**(vi) Giant Tiger**

22.21 Giant Tiger sells its reusable plastic bags for \$1.25 each. The label on the bag contains a mobius loop (recycle symbol) and states in large letters that the bag is “**100% recyclable**”, as it appears from a picture of the Giant Tiger bag purchased at its location in Ville St-Laurent communicated as **Exhibit P-19**:



22.22 As it appears from the label in Exhibit P-19 reproduced above, there is a mention at the bottom of the label that says “*To recycle this bag, return it to Giant Tiger*”;

22.23 The Applicant alleges that (i) this label is misleading because it gives the general impression that it is “100% recyclable”, when it is not recyclable in Canada and (ii) the bags are not recycled even when returned to Giant Tiger because they are simply not recyclable in Canada or North America (Exhibits P-4, P-12 and P-13);

22.24 To avoid repetition, the Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to Giant Tiger;

**(vii) Toys “R” Us**

22.25 Toys “R” Us sells its reusable plastic bags for \$1.49 each. The label on the bag contains a mobius loop and states that the bag is “**100% recyclable**”, as it appears from a picture of the Toys “R” Us bag purchased at its Decarie location in Montreal communicated as **Exhibit P-20**:



22.26 To avoid repetition, Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to Toys “R” Us, notably that it states that its bags are 100% recyclable whereas, in fact, they are not recyclable in Canada;

**(viii) Costco**

22.27 Costco sells its reusable plastic bags with the mentions “**Think Green**” and “*Moi, je pense vert*”. The label on the bag contains a mobius loop and states that the bag is “**100% recyclable**”, as it appears from a picture of the Costco bag purchased in Montreal communicated as **Exhibit P-21**:



22.28 To avoid repetition, Applicant reiterates the allegations made herein against the other Defendants *mutatis mutandis* with respect to Costco, notably that it states that its bags are 100% recyclable whereas, in fact, they are not recyclable in Canada;

22.29 Applicant refers to **Exhibit P-22** (page 2-PDF) and hereby alleges that none of the Defendants’ bags referred to herein “s’étire” (i.e. they do not stretch) and therefore cannot be recycled according to Tricentris, one of the leading recycling centers in Quebec;

23. This proposed class action seeks compensatory and punitive damages for the false representations and the greenwashing made by all of the Defendants while selling these bags which they intentionally, deceitfully and falsely advertise as “*recyclable*”;

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

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

24. The Applicant has been shopping at Dollarama for years, most often at the

location in the Cavendish Mall in Côte St-Luc, Quebec;

25. She generally purchases at least one of the green bags advertised as *recyclable* from Dollarama per week. The Applicant communicates a picture of one of the bags she recently purchased from Dollarama as **Exhibit P-11**;
26. Dollarama sells these bags for “2 for \$1.00” and “3 for \$1.00”, depending on size;
27. The Applicant conservatively estimates that she has paid several hundred dollars purchasing these green bags falsely advertised as *recyclable* from Dollarama;
28. Prior to making her purchases, the Applicant believed and relied upon the representations prominently displayed on Dollarama’s bags (which appear in stores and on Dollarama’s website) that the green bags were recyclable;
29. In fact, the Applicant has placed the bags in her residential recycling bin on many occasions prior to learning about the information posted by Tricentris on September 26, 2022 (Exhibit P-4);
30. The Applicant therefore paid based on false representations and greenwashing for what she thought was a recyclable bag;
31. Had the Applicant known the reality, i.e. that Dollarama’s bags were not recyclable and would end up in some landfill or garbage dump (as confirmed by Exhibits P-4, P-12 and P-13), take years to decompose and leach plastic chemicals into the environment, she would have never purchased these bags from Dollarama;
32. Dollarama wilfully failed to disclose and actively concealed, despite longstanding knowledge, the fact that its green bags are not recyclable in Canada;
- 32.1 It was only after being caught and sued that Dollarama removed the false and misleading “recyclable” claims from their plastic bags (Exhibit P-24) which is an implicit admission of their heretofore illegal conduct;
33. Given the corporate sophistication of the Defendants, along with an enormous amount of available resources, the Defendants are or should have been aware that their green bags are, in fact, not recyclable in Canada;
34. Dollarama engages in the illegal practice of “greenwashing”, as described by the Competition Bureau of Canada in Exhibits P-8 and P-9;
35. Dollarama’s misrepresentations and omissions constitute a prohibited business practice within the meaning of the CPA, the Civil Code of Quebec and Canada’s *Competition Act*;
36. The Applicant is entitled to claim and hereby does claim compensatory damages in an amount to be determined for breaches of the following sections of the CPA: 40, 41, 219, 220(a), 221(a), (c), (d), (f), 228 and 239, pursuant to sections 253 and



272;

37. The Applicant benefits from the presumption at section 253 CPA that had she been aware of Dollarama's prohibited practice, she would not have purchased the bags or would not have paid such a high price;
38. The Applicant claims from Dollarama an aggregate amount of \$10 million in punitive damages, which is appropriate in this case given the egregiousness of the violation, including the negative impacts it can have on the environment and that Dollarama profited from greenwashing;
39. In these circumstances, Applicant's claim for a total of \$10 million in punitive damages is justified. Dollarama is a publicly traded company with a market cap of more than \$28.69 billion (TSX: DOL.TO). Its patrimonial situation is so significant that the foregoing amount of punitive damages is appropriate in the circumstances;
- 39.1 The same applies concerning the patrimonial situations of the other Defendants. Applicant adds that punitive damages are further warranted against all of the Defendants in this case, especially considering **Exhibits P-6 and P-7** which show that the Defendants are outliers and that **none** of the chain stores shown in Exhibits P-6 and P-7 falsely advertise their bags as "recyclable", including Walmart, Home Depot, Canadian Tire, Bureau en Gros, Lululemon, Jean Coutu, Pharmaprix, Winners, Provigo, Loblaws (PC), IGA, and Maxi;

**B) THE CLAIMS OF THE MEMBERS RAISE COMMON ISSUES:**

40. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
  - a) Are the bags advertised and sold by the Defendants as "recyclable" in fact actually recyclable in Canada in practice?
  - b) If not, did any the Defendants:
    - i. violate sections 40, 41, 219, 220(a), 221(a), (c), (d), (f), 228 or 239 CPA?
    - ii. violate sections 36 and 52 of Canada's *Competition Act*?
    - iii. violate its obligations under the *Civil Code of Quebec*, including articles 6, 7, 1375, 1401 and 1407?
  - c) If any of the questions in the preceding question are answered in the affirmative, are Class members entitled to compensatory and punitive damages, and, if so, in what amount?
  - d) Are Class members entitled to a reimbursement of the price they paid for

the reusable bags falsely sold by the Defendants as “recyclable”?

- e) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal practice?
41. All Class members are in the same position as the Applicant vis-à-vis Dollarama or vis-à-vis the Defendants from whom they purchased a reusable bag falsely described and advertised as “recyclable”;
  - 41.1 Although the Applicant herself does not have a personal cause of action against, or a legal relationship with, each of the Defendants, the Class contains enough members with personal causes of action against each of the Defendants;
  - 41.2 Requiring a separate class action against each Defendant based on very similar questions of fact and identical questions of law would be a waste of resources and could result in conflicting judgments;
  - 41.3 In this case, the legal and factual questions at issue are common to all the members of the Class, namely whether the reusable plastic bags are recyclable in Canada and whether the Defendants representations to the effect that their reusable bags are recyclable is false or misleading;
  - 41.4 The claims of every member of the Class are founded on very similar facts to the Applicant’s claim against Dollarama, as all of the Defendants falsely describe and advertise their reusable bags as recyclable;
  - 41.5 By reason of the Defendants’ unlawful conduct, the Applicant and every Class member have suffered damages, which they may collectively claim against the Defendants;
  - 41.6 The facts and legal issues of the present action support a proportional approach to class action standing that economizes judicial resources and enhances access to justice;
  - 41.7 Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;

### **C) THE COMPOSITION OF THE CLASS**

42. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
43. The Applicant conservatively estimates the number of persons included in the Class to be in the tens of thousands (the bags are sold in the Defendants’ stores across Canada and online);
44. Class members are very numerous and are dispersed across Quebec and

Canada;

45. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
46. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

#### **D) THE REPRESENTATIVE PLAINTIFF**

47. The Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:
  - a) She is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
  - b) She is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
  - c) Her interests are not antagonistic to those of other Class members;
48. Additionally, the Applicant respectfully adds that:
  - a) After learning about Tricentris' Facebook post, she mandated her attorneys to file the present application in order to hold the Defendants accountable for greenwashing and to have her rights, as well as the rights of other Class members, recognized and protected so that they can receive compensation according to the law;
  - b) She has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
  - c) She cooperates and will continue to fully cooperate with her attorneys;
  - d) She has reviewed the present application and understands the nature of the application;

#### **IV. DAMAGES**

49. As a result of the conduct alleged above, the Applicant and all Class Members have suffered damages and those who are consumers benefit from the presumption of section 253 CPA (non-consumers can claim damages pursuant to sections 36 and 52 of the *Competition Act* and article 1407 CCQ);
50. The Class Members suffered financial loss due to the egregious nature of the Defendants' conduct, including, without limiting the generality of the foregoing, deceiving the marketplace as to the true non-recyclable nature of their reusable

plastic bags;

51. Class Members are entitled to claim compensatory and punitive damages. The Defendants' conduct offends the moral standards of the community and warrants the condemnation of this Court;

## **V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

52. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages or for a reimbursement and injunctive relief;
53. The conclusions that the Applicant wishes to introduce by way of an originating application are:
  1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class against the Defendants;
  2. **ORDER** the Defendants to cease marketing their bags as "recyclable";
  3. **CONDEMN** the Defendants, solidarily, to pay the Class members compensatory damages or a reimbursement in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
  4. **CONDEMN** each group of Defendants, solidarily, to pay the respective Class members \$10 million on account of punitive damages, subject to adjustment, and **ORDER** that this condemnation be subject to collective recovery;
  5. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
  6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
  7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders.

## **VI. JURISDICTION**

54. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because she is a

consumer and resides in this district;

55. Pursuant to art. 3148(1) C.C.Q., the Applicant has standing to represent a national class and the Superior Court of Quebec is the appropriate forum.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

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

**Class:**

All persons in Canada who purchased a bag from Dollarama, the SAQ, Rona, Super C, Uniprix, Toys “R” Us, Costco and/or Giant Tiger containing the mention “recyclable”, in-store or online.

or any other Class to be determined by the Court;

3. **IDENTIFY** the main issues of fact and law to be treated collectively as the following:
  - a) Are the bags advertised and sold by the Defendants as “recyclable” in fact actually recyclable in Canada in practice?
  - b) If not, did any of the Defendants:
    - i) violate sections 40, 41, 219, 220(a), 221(a), (c), (d), (f), 228 or 239 CPA?
    - ii) violate sections 36 and 52 of Canada’s *Competition Act*?
    - iii) violate its obligations under the *Civil Code of Quebec*, including articles 6, 7, 1375, 1401 and 1407?
  - c) If any of the questions in the preceding question are answered in the affirmative, are Class members entitled to compensatory and punitive damages, and, if so, in what amount?
  - d) Are Class members entitled to a reimbursement of the price they paid for the reusable bags falsely sold by the Defendants as “recyclable”?
  - e) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate the unfair, deceitful and illegal

practice?

4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
  1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class against the Defendants;
  2. **ORDER** the Defendants to cease marketing their bags as “recyclable”;
  3. **CONDEMN** the Defendants, solidarily, to pay the Class members compensatory damages or a reimbursement in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
  4. **CONDEMN** each group of Defendants, solidarily, to pay the respective Class members \$10 million on account of punitive damages, subject to adjustment, and **ORDER** that this condemnation be subject to collective recovery;
  5. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action and **ORDER** that this condemnation be subject to collective recovery;
  6. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
  7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders.
5. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
7. **DECLARE** that all members of the Class that have not requested their

exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by law;

8. **THE WHOLE** with costs including publication fees.

Montreal, March 27, 2024

*(s) LPC Avocats*

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**LPC AVOCATS**

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CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

SUPERIOR COURT  
(Class Actions)

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NO: 500-06-001200-225

SONIA COHEN

Applicant

v.

DOLLARAMA S.E.C.  
ET ALS.

Defendants

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**[...] LIST OF EXHIBITS**

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- Exhibit P-1:** *En liasse*, extract of the Quebec Business Registry for Defendants;
- Exhibit P-2:** *En liasse*, pictures and descriptions of the Dollarama bag taken from the Dollarama website;
- Exhibit P-3:** *En liasse*, pictures taken at a Dollarama store in Montreal (Place Vertu mall) on September 30, 2022;
- Exhibit P-4:** September 26, 2022 Facebook post published by *Tricentris la coop*;
- Exhibit P-5:** Extract of Tricentris' website (<https://www.tricentris.com/nos-usines/>);
- Exhibit P-6:** *En liasse*, pictures of Walmart's reusable bags;
- Exhibit P-7:** *En liasse*, pictures of the reusable of other chain stores;
- Exhibit P-8:** Publication on the government of Canada's website titled "*Environmental claims and greenwashing*";
- Exhibit P-8.1:** Copy of the Government of Canada's "*Environmental Claims: A Guide for Industry and Advertisers*", accessible by hyperlink in Applicant's Exhibit P-8 (page 5 under the heading "Archiving"), specifically its section 10.1.3 titled *Claims of "where facilities exist"*



(pages 44-45) and its section 10.7 titled “Recyclable” (pages 57-59), in response to the affidavit filed by Costco dated May 12, 2023;

- Exhibit P-9:** January 23, 2017, business alert issued by the Competition Bureau titled “*It’s not easy being green. Businesses must back up their words*”;
- Exhibit P-10:** Picture of the label contained on some of the green bags sold by Dollarama;
- Exhibit P-11:** Picture of the Dollarama bag purchased by the Applicant;
- Exhibit P-12:** Copy of report prepared by the *Centre international de référence sur le cycle de vie des produits procédés et services* (CIRAIG) titled “*Analyse du cycle de vie des sacs d’emplettes au Québec*” dated December 2017;
- Exhibit P-13:** Copy of opinion piece published by Terry Browitt in the Montreal Gazette on June 15, 2015;
- Exhibit P-14:** Picture of the plastic reusable bag purchased at the SAQ;
- Exhibit P-15:** *En liasse*, extracts of the Reusable Bags displayed on the Oasismade website and product descriptions for 3 of the bags (<https://oasismade.com/product-category/reusable-bags/>);
- Exhibit P-16:** Picture of the plastic reusable bag purchased at Rona;
- Exhibit P-17:** Picture of the plastic reusable bag purchased at Super C;
- Exhibit P-18:** Picture of the plastic reusable bag purchased at Uniprix;
- Exhibit P-19:** Picture of the plastic reusable bag purchased at Giant Tiger;
- Exhibit P-20:** Picture of the plastic reusable bag purchased at Toys “R” us;
- Exhibit P-21:** Picture of the plastic reusable bag purchased at Costco;
- Exhibit P-22:** *En liasse*, complete screen capture of the Tricentris webpage <https://www.tricentris.com/aide-memoire-tricentris/> to complete the “aide-mémoire” filed jointly by the Defendants as Exhibit R-3, as well as the other “aide-mémoire” published on this same webpage which the Defendants omitted to file with their Exhibit R-3;
- Exhibit P-23:** *En liasse*, pictures taken on May 23, 2023, at the SAQ situated at 501 Place d’Armes and on May 22, 2023, at the SAQ situated at

3111 Côte-Vertu Boulevard West, showing that the bags are not folded when sold, in response to paragraph 4 of Mr. de Lottinville's affidavit sworn on June 2, 2023;

**Exhibit P-24:**

*En liasse*, pictures taken on March 11 and 13, 2024 at Dollarama locations in Montreal: (1) 5800 blvd. Cavendish; (2) 5858 Côte-des-neiges; (3) 6900 blvd. Decarie (Decarie Square); (4) Complexe Desjardins; et (5) 3131 Côte Vertu (Place Vertu).

Montreal, March 27, 2024

*(s) LPC Avocats*

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