

**THE KING'S BENCH**

**Winnipeg Centre**

BETWEEN

**IRIS GRIFFIN**

Plaintiff,

and

**LOBLAW COMPANIES LIMITED  
LOBLAWS INC., T&T SUPERMARKET INC.,  
PROVIGO DISTRIBUTION INC.**

Defendants.

Proceeding under the *Class Proceedings Act*, CCSM c C 130

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**AMENDED STATEMENT OF CLAIM**

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TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *King's Bench Rules*, serve it on the Plaintiff's lawyer or where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Manitoba.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are

served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGEMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

“J. MACLEOD  
DEPUTY REGISTRAR  
COURT OF KING’S BENCH  
Issued FOR MANITOBA  
Deputy Registrar

Date: “July 7, 2025”

To:

**Loblaws Companies Limited**  
1901-22 St. Clair Avenue E  
Toronto, ON M4T 2S7

**Loblaws Inc.**  
800-22 St. Clair Avenue E  
Toronto, ON M4T 2S5

**T&T Supermarket Inc.**  
6311 Fraserwood Place  
Richmond, BC V6W 1J2

**Provigo Distribution Inc.**  
10-400 Sainte-Croix Avenue  
Montreal, QC H4N 3L4

AMENDED THIS 13<sup>th</sup> DAY  
OF January, 2026  
J. MACLEOD  
~~DEPUTY REGISTRAR~~  
DEPUTY REGISTRAR  
COURT OF KING'S BENCH  
FOR MANITOBA

## CLAIM

### I. RELIEF SOUGHT

1. The plaintiff claims, on her behalf and on behalf of a Class of similarly situated persons to be defined by the court, jointly and severally against the defendants:
  - a. an order pursuant to the *Class Proceedings Act*, C.C.S.M. c. C130 certifying this action as a class proceeding and appointing the plaintiff, or other members of the Class, to act as representatives of the Class;
  - b. general damages;
  - c. special damages;
  - d. disgorgement of profits and restitution by the defendants for amounts attributable to their wrongful acts;
  - e. damages pursuant to s. 36 of the *Competition Act*, RSC, 1985, c C-34;
  - f. damages pursuant to s. 23 of Manitoba's *The Business Practices Act*, CCSM c B120; s. 171 of British Columbia's *Business Practices and Consumer Protection Act*, SBC 2004, c. 2; s. 13 of Alberta's *Consumer Protection Act*, RSA 2000, c. C26.3; s. 93 of Saskatchewan's *The Consumer Protection and Business Practices Act*, SS 2013, c. C-30.2; ss. 18 and 11 of Ontario's *Consumer Protection Act, 2002*, SO 2002, c. 30, Sched A; s. 272 of Quebec's *Consumer Protection Act*, CQLR c. P-40.1; s. 10 of Newfoundland and Labrador's *Consumer Protection and Business Practices Act*, SNL 2009, c. C-31.1; and s. 4 of Prince Edward Island's *Business Practices Act*, RSPEI 1988, c. B-7;
  - g. punitive damages including pursuant to the *Consumer Protection Act*, CQLR c P-40.1 and the *Civil Code of Quebec*;
  - h. interest under *The Court of King's Bench Act*, CCSM c. C280;
  - i. costs of the proceeding; and
  - j. such further and other relief as this Honourable Court may deem just.

## **II. OVERVIEW**

2. The defendants have consistently overcharged consumers across Canada for meat and seafood products weighed and packaged in their stores. Rather than weighing only the edible portion, they have included the packaging weight in the prices charged to customers. This practice is deceptive and misleading and violates Canadian food regulations, which require accurate net quantity labelling. The defendants' actions have resulted in consumers paying more than they should - at a time when many are already struggling with the rising cost of food.

3. Despite consumer complaints, regulatory reports to the Canadian Food Inspection Agency ("CFIA"), investigations, and media coverage, the defendants have continued this pricing practice. Nearly a year after initial reports of overcharges, an independent investigation confirmed the issue persisted in multiple locations. The defendants admitted the problem affected at least 80 stores but offered no recourse to overcharged consumers.

## **III. THE PARTIES**

4. The plaintiff, Iris Griffin, is an individual who resides on Hecla Island, Manitoba.

5. The defendant, Loblaw Companies Limited, is a publicly traded corporation incorporated under the laws of Canada, with its head office in Toronto, Ontario. It is the parent company of Loblaws Inc.

6. The defendant, Loblaws Inc., is an Ontario corporation with its head office in Toronto, Ontario. It is a wholly owned subsidiary of Loblaw Companies Limited.

7. The defendant, T&T Supermarket Inc., is a British Columbia corporation with its head office in Richmond, British Columbia. It is a wholly owned subsidiary of Loblaw Companies Limited.

8. The defendant, Provigo Distribution Inc., is a Quebec corporation with its head office in Montreal, Quebec. It is a wholly owned subsidiary of Loblaws Inc.

9. Loblaw Companies Limited and Loblaws Inc. along with their subsidiaries (together, "Loblaw") own and operate hundreds of grocery stores directly and franchise others across Canada under various banner names, including but not limited to Loblaws, Zehrs, Dominion, Atlantic

Superstore, Real Canadian Superstore, T&T Supermarket, Maxi, Provigo, Provigo Le Marche, Maxi & Cie and No Frills. T&T Supermarket Inc.'s stores and Provigo's stores are operated as part of the Loblaw grocery store enterprise.

10. Loblaw is the largest Canadian food retailer. In addition to grocery sales, it is heavily involved in pharmacy services, financial services, apparel, and other consumer goods. Across its extensive network of grocery stores, Loblaw sells a wide range of fresh and packaged foods, including meat and seafood products that are portioned, weighed, and priced for individual sale to consumers. As a leading grocer in Canada, Loblaw's pricing practices significantly impact consumers nationwide.

11. Although the defendants' corporate structure includes multiple legal entities, they, along with their franchisees, operate as a joint venture towards a common design with integrated decision-making, shared operational oversight, and coordinated policies, including those relating to pricing, marketing, and supply chain management.

12. As part of its joint operations, Loblaw establishes policies and procedures that apply across its network of grocery stores, including to franchised and independently owned locations. It retains oversight over these operations and is responsible for ensuring compliance, including with respect to the labelling and sale of meat and seafood products. This centralized control allows Loblaw to maintain consistency across its grocery store network.

#### **IV. FACTS**

##### **A. Loblaw's Pricing Practices for Packaged Meat and Seafood**

13. Loblaw sells packaged meat and seafood products across its network of grocery stores throughout Canada. These products are portioned, weighed, and labelled in-store before being made available to consumers. The price is based on the product's listed weight, which is displayed on the label alongside the unit price. The total cost is calculated by multiplying the stated weight by the unit price, which is charged to the consumer at checkout. Since at least early 2023, Loblaw has included the weight of packaging in the listed weight of its packaged meat and seafood products. Because the total price is calculated by multiplying that weight by the unit price, this practice results in consumers being charged for the weight of non-edible packaging in addition to the product itself, leading to systematic overcharging.

14. Loblaw’s packaged meat and seafood labels typically include a product description, unit price, net weight, best-before date, and total price. By including packaging weight in the stated “net weight”, Loblaw has misled consumers into believing they are paying only for the meat or seafood, which results in inflated prices.

15. Loblaw failed to implement or enforce adequate policies to ensure that packaging weight was excluded from pricing calculations across its grocery store network, including franchised stores. It also failed to adequately train store employees responsible for weighing, labelling, and pricing meat and seafood products on proper tare weight practices. Although Loblaw exercised centralized control over product labelling and pricing systems and training, it did not take reasonable steps to prevent or correct the issue. The practice persisted despite consumer complaints and regulatory scrutiny.

16. Loblaw has continued this conduct despite consumer complaints and regulatory scrutiny and has failed to take reasonable steps to investigate or correct the issue across both its corporate-owned and franchised locations. This lack of oversight, combined with continued misrepresentations about product weight, reflects a pattern of neglect or, at minimum, indifference and has allowed Loblaw to benefit financially from inflated prices at the expense of Canadian consumers.

17. Industry standards and regulatory requirements mandate that the net weight used for pricing exclude packaging. To comply, retailers must either weigh products without packaging or apply a tare weight to deduct the packaging. Loblaw has failed to do so and has not ensured that its corporate or franchised stores comply with these requirements.

18. Packaged meat and seafood prepared and labelled in-store qualifies as “catch-weight food” under the *Safe Food for Canadians Regulations* and is subject to strict tolerances. By including non-edible packaging in the stated net weight, Loblaw violated the *Safe Food for Canadians Act*, SC 2012, c. 24, and its Regulations. Section 6(1) of the *Safe Food for Canadians Act* prohibits the sale of food in a manner that is false, misleading, deceptive, or likely to create an erroneous impression regarding quantity. Section 199 of the Regulations confirms that any labelling likely to mislead consumers about net quantity falls within this prohibition.

19. Loblaw’s conduct breaches these provisions. By charging consumers based on inflated

weights and failing to take corrective action, Loblaw has engaged in deceptive practices contrary to federal law.

20. Loblaw either deliberately, or at minimum recklessly, adopted and maintained these pricing practices, knowing that they would result in overcharges. It failed in its duty to consumers to ensure that the prices listed on its labels were accurate and truthful.

21. Loblaw made these false representations intentionally or with reckless disregard for their truth, knowing that consumers would rely on the listed net weight and unit price to make purchasing decisions. Consumers did in fact rely on those representations when purchasing packaged meat and seafood, believing they were paying only for the edible product. Price is a fundamental component of the transaction and all class members relied on representation that the price was only for the edible portions. As a result of this reliance, consumers paid more than they otherwise would have, suffering financial harm.

#### **B. The Plaintiff's Experience**

22. The plaintiff, Iris Griffin, resides on a remote island approximately 165 kilometers from Winnipeg. She frequently travels to Winnipeg to buy groceries in bulk and save money.

23. In November 2023, she visited a Real Canadian Superstore in Winnipeg and purchased a large pack of ground beef, intending to freeze it in individual portions. The packaging listed the price as being the cost per unit multiplied by the "net weight".

24. While weighing the meat into individual portions to be frozen, Ms. Griffin noticed the weight was incorrect. The store had included the weight of the packaging when weighing the beef, resulting in an overcharge of approximately 8%.

25. Once Ms. Griffin noticed the weight variance, she contacted the Real Canadian Superstore location and spoke with the general manager. The general manager was unaware of the store's weighing practices. She also talked to the meat department manager, who advised her that the policies and procedures in that store do not adjust the weight of the product to account for the weight of the packaging. A friend of Ms. Griffin's attended a different Real Canadian Superstore location in Winnipeg the following day and experienced the same issue.

26. Ms. Griffin reported the overcharge to the CFIA. However, the CFIA did not inspect any

Loblaw stores, weigh any meat, or take enforcement action, relying instead on Loblaw's assurance that the issue had been resolved. The complaint did not trigger additional inspections for this Real Canadian Superstore location or other Loblaw-owned grocery stores in Canada.

27. Nearly a year after Ms. Griffin's experience, CBC News investigated multiple Loblaw locations in Toronto and Calgary and found that meat was still being weighed with its packaging. In response, Loblaw apologized and stated it would refresh in-store training. The company also admitted that the issue affected 80 stores.

## **V. CAUSES OF ACTION**

### **A. Legislation**

28. The plaintiff pleads and relies on the following legislation, among others referenced below: the *Class Proceedings Act*, CCSM c. C130; the *Civil Code of Quebec*, the *Competition Act*, RSC 1985, c. C-34 (the "*Competition Act*"); *The Business Practices Act*, CCSM c B120 (the "*Manitoba Consumer Protection Act*"); the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2 (the "*BC Consumer Protection Act*"); the *Consumer Protection Act*, RSA 2000, c. C26.3 (the "*Alberta Consumer Protection Act*"); *The Consumer Protection and Business Practices Act*, SS 2013, c. C-30.2 (the "*Saskatchewan Consumer Protection Act*"); the *Consumer Protection Act*, 2002, SO 2002, c.31, Sched A (the "*Ontario Consumer Protection Act*"); the *Consumer Protection Act*, CQLR c. P-40.1 (the "*Quebec Consumer Protection Act*"); the *Consumer Protection and Business Practices Act*, SNL 2009, c. C-31.1 (the "*NL Consumer Protection Act*"); and the *Business Practices Act*, RSPEI 1988, c. B-7 (the "*PEI Consumer Protection Act*").

### **B. Joint and Several Liability**

29. The Loblaw defendants are jointly and severally liable for their actions, as well as the actions of their franchisees and independent store owners.

30. The Loblaw defendants, their franchisees and independent store owners operate under a corporate structure where they are inextricably connected in their decision making and business practices. The Loblaw defendants developed policies and procedures in relation to weighing and pricing meat and seafood products which all stores are required to follow, including those directly owned, independently owned or franchisees. The Loblaw defendants, their franchisees and independent store owners acted in concert in creating, developing and enforcing adherence to these

policies and procedures. The Loblaw defendants failed to implement acceptable policies and procedures and alternatively failed to ensure compliance with policies and procedures.

31. The defendants, as well as their franchisees and independent store owners, are jointly liable for the whole of the damages apportioned against all of them. The Plaintiff relies on *The Tortfeasors and Contributory Negligence Act*, CCSM, c. T90; the *Negligence Act*, RSBC 1996, c. 333; the *Contributory Negligence Act*, RSA 2000, c. C027; the *Contributory Negligence Act*, RSS 1978, c. C-31; the *Negligence Act*, RSO 1990, c. N.1; articles 1478 and 1480 of the *Civil Code of Quebec*, CQLR, c. CCQ-1991; the *Contributory Negligence Act*, RSNB 2011, c. 131; the *Contributory Negligence Act*, RSNS 1989, c. 95; the *Contributory Negligence Act*, RSPEI 1988, c. C-21; and the *Contributory Negligence Act*, RSNL 1990, c. C-33.

32. In the alternative, given the significant degree of control that the Loblaw defendants have over their franchisees and independent store owners regarding their policies and procedures for weighing and pricing meat and seafood products, the Loblaw defendants are vicariously liable for the actions of their franchisees and independent store owners.

### **C. Misrepresentation**

33. Loblaw owed consumers a duty to weigh and label meat and seafood products in their stores in a manner that was in accordance with the law. Loblaw has a special relationship with its customers and consumers, one where it was foreseeable and reasonable in the circumstances that consumers would rely on Loblaw to accurately state the net weight and price of meat and seafood products packaged and sold in its grocery stores.

34. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

35. By presenting inflated weights as net weights, Loblaw negligently, knowingly or recklessly conveyed false information to consumers. Despite receiving consumer complaints about inaccurate product weights, Loblaw failed to investigate or correct the issue across its operations. This inaction allowed the practice to continue unchecked.

36. Loblaw made these misrepresentations negligently, knowing or recklessly disregarding that consumers would rely on the stated net weight to assess both quantity and price. Consumers reasonably relied on the net weight representations, believing they were paying only for the edible portion of the product. As a result, they were overcharged and suffered economic loss.

37. As a result of Loblaw's actions, the plaintiff and class members suffered economic loss by overpaying for products based on inflated weight labels. Loblaw profited from these overcharges at the direct expense of consumers.

38. Furthermore, the defendants have breached their obligations under the *Civil Code of Quebec*, including their duties of good faith and to not cause injury to another. They are liable for the injuries suffered by class members in the form of the overcharge as a result of these civil faults.

#### **D. Breach of Contract**

39. Each time a Loblaw grocery store sells store packaged meat and seafood products to consumers, including the plaintiff and class members, it enters into a contract of sale.

40. It was an express term of these contracts or, in the alternative an implied term, that the price charged corresponded to the weight of the edible product. Loblaw breached these contracts by systematically charging prices based on inflated weights that did not reflect the quantity of meat or seafood sold.

41. Consumers, including the plaintiff and class members, relied on Loblaw's representations at the point of sale that the price accurately reflected the weight of the meat or seafood. They had no reasonable means to verify the actual weight of these prepackaged goods and were entitled to rely on the accuracy of Loblaw's representations.

42. The breaches were not isolated incidents but arose from a standardized pricing and labeling practice affecting all or most purchases of store packaged meat and seafood during the class period.

43. The plaintiff and class members are entitled to damages equal to the amounts they overpaid. These damages are necessary to restore them to the position they would have been in had Loblaw fulfilled its contractual obligations.

## **E. Unjust Enrichment**

44. Loblaw has been enriched by its conduct. It financially benefited from including the weight of packaging in the prices charged for meat and seafood products.

45. The plaintiff and class members suffered a corresponding deprivation; having paid more than the value of the products they received.

46. There is no juristic reason for Loblaw to retain this benefit. Its failure to price meat and seafood products based on actual weight violates regulatory standards, including those established by the CFIA.

47. The enrichment was not incidental or isolated, but the result of a widespread pricing practice applied across Loblaw's grocery store operations.

48. Loblaw has been unjustly enriched at the expense of the plaintiff and class members. They are entitled to restitution, including disgorgement of the amounts overpaid for meat and seafood products during the class period.

## **F. Breach of the *Competition Act***

49. At all material times, Loblaw knowingly or recklessly made false and misleading representations to the plaintiff and class members about the prices charged for store packaged meat and seafood products in their grocery stores. Loblaw misrepresented that the price of these meat and seafood products reflected the weight of the meat and seafood, not the inflated price that illegally included the weight of the packaging.

50. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the "net weight." The term "net weight" is commonly understood by consumers, and required by law, to mean the weight of the edible product alone. Loblaw falsely conveyed that the price charged corresponded to the weight of the product alone, when in fact it was based on an inflated weight that included non-edible packaging.

51. Loblaw knowingly and recklessly made false and misleading representations to the plaintiff and class members for the purpose of promoting its business interest and increasing profits,

contrary to s. 52(1) of the *Competition Act*.

52. Although s. 52(1.1) of the *Competition Act* does not require that the plaintiff and class members be deceived or misled, the plaintiff and class members were, in this case, deceived and misled. The plaintiff and class members relied on these representations to their detriment.

53. The plaintiff and class members are entitled to damages they have suffered due to Loblaw's unlawful conduct and are permitted to sue and recover those damages pursuant to s. 36 of the *Competition Act*.

### **G. Breach of Consumer Protection Legislation**

#### Manitoba

54. Loblaw has breached the *Manitoba Consumer Protection Act*.

55. The plaintiff and class members resident in Manitoba are "consumers" within the meaning of the *Manitoba Consumer Protection Act*, s. 1. The meat and seafood products are "goods" within the meaning of the *Manitoba Consumer Protection Act*, s. 1. Loblaw is a "supplier", within the meaning of the *Manitoba Consumer Protection Act*, s. 1.

56. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the "net weight." The term "net weight" is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

57. These representations were relied on by the plaintiff and class members in Manitoba in connection with the consumer transactions when they decided to purchase the meat and seafood products primarily for personal, family or household use.

58. Loblaw's conduct had the capability, tendency or effect of deceiving or misleading the plaintiff and class members with respect to the weight and price of the meat and seafood products. Loblaw's conduct constituted an unfair business practice within the meaning of ss. 1 and 2 of the *Manitoba Consumer Protection Act*.

59. As a result of Loblaw's unfair practices, the Manitoba class members have suffered losses and damages. The plaintiff seeks remedies for Manitoba class members pursuant to s. 23 of the

*Manitoba Consumer Protection Act.*

60. It is not necessary for the plaintiff and Manitoba class members to establish reliance on Loblaw's deceptive acts or practices in order to establish a breach of the *Manitoba Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the plaintiff and Manitoba class members.

*British Columbia*

61. Loblaw has breached the *BC Consumer Protection Act*.

62. Class members resident in British Columbia are "consumers" within the meaning of the *BC Consumer Protection Act*, s. 1. The meat and seafood products are "goods" within the meaning of the *BC Consumer Protection Act*, s. 1. Loblaw is a "supplier", within the meaning of the *BC Consumer Protection Act*, s. 1.

63. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the "net weight." The term "net weight" is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

64. Loblaw's conduct had the capability, tendency or effect of deceiving or misleading the class members with respect to the accurate weight and price of the meat and seafood products. Loblaw breached ss. 4, 5, 8 and 9 of the *BC Consumer Protection Act*. Loblaw's actions constitute unfair and unconscionable business practices.

65. British Columbia class members are entitled to a declaration to proclaim Loblaw's wrongdoing, an injunction to restrain further abuses, and damages under the *BC Consumer Protection Act*, ss. 171 and 172.

66. It is not necessary for the British Columbia class members to establish reliance on Loblaw's deceptive acts or practices in order to establish a breach of the *BC Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further

alternative, there was actual reliance by the British Columbia class members.

### Alberta

67. Loblaw has breached the *Alberta Consumer Protection Act*.

68. Class members resident in Alberta are “consumers” within the meaning of the *Alberta Consumer Protection Act*, s. 1. The meat and seafood products are “goods” within the meaning of the *Alberta Consumer Protection Act*, s. 1. Loblaw is a “supplier”, within the meaning of the *Alberta Consumer Protection Act*, s. 1.

69. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

70. Loblaw’s conduct had the capability, tendency or effect of deceiving or misleading the class members with respect to the accurate weight and price of the meat and seafood products. Loblaw breached s. 6 of the *Alberta Consumer Protection Act*. Loblaw’s actions constitute unfair business practices.

71. As a result of Loblaw’s unfair practices, the Alberta class members have suffered losses and damages. The plaintiff seeks remedies for the Alberta class members pursuant to s.13 of the *Alberta Consumer Protection Act*.

72. It is not necessary for the Alberta class members to establish reliance on Loblaw’s deceptive acts or practices in order to establish a breach of the *Alberta Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the Alberta class members.

### Saskatchewan

73. Loblaw has breached the *Saskatchewan Consumer Protection Act*.

74. Class members resident in Saskatchewan are “consumers” within the meaning of the

*Saskatchewan Consumer Protection Act*, s. 2. The meat and seafood products are “goods” within the meaning of the *Saskatchewan Consumer Protection Act*, s. 2. Loblaw is a “supplier”, within the meaning of the *Saskatchewan Consumer Protection Act*, s. 2.

75. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

76. Loblaw’s conduct had the capability, tendency or effect of deceiving or misleading the plaintiff and class members with respect to the accurate weight and price of the meat and seafood products. Loblaw’s actions constitute unfair business practices within the meaning of ss. 4 and 6 of the *Saskatchewan Consumer Protection Act* and contrary to s. 8 of the *Saskatchewan Consumer Protection Act*.

77. As a result of Loblaw’s unfair practices, the Saskatchewan class members have suffered losses and damages. The plaintiff seeks remedies for the Saskatchewan class members pursuant to s.93 of the *Saskatchewan Consumer Protection Act*.

78. It is not necessary for the Saskatchewan class members to establish reliance on Loblaw’s deceptive acts or practices in order to establish a breach of the *Saskatchewan Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the Saskatchewan class members.

### Ontario

79. Loblaw has breached the *Ontario Consumer Protection Act*.

80. The Ontario Class Members are “consumers” within the meaning of the *Ontario Consumer Protection Act*, s. 1. Loblaw are suppliers within the meaning of the *Ontario Consumer Protection Act*, s. 1. The meat and seafood products are “goods” within the meaning of the *Ontario Consumer Protection Act*, s. 1. Loblaw and Ontario Class Members entered into “consumer agreements” within the meaning of the *Ontario Consumer Protection Act*, s. 1.

81. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

82. Loblaw’s conduct had the capability, tendency or effect of deceiving or misleading the Class Members with respect to the accurate weight and price of the meat and seafood products. Loblaw breached ss. 14 and 15 of the *Ontario Consumer Protection Act*. Loblaw’s actions constitute unfair business practices. As a result of Loblaw’s unfair practices, the Ontario Class Members have suffered losses and damages. The plaintiff seeks remedies for the Ontario Class Members pursuant to s. 18 of the *Ontario Consumer Protection Act*.

83. It is not necessary for the Ontario Class Members to establish reliance on Loblaw’s deceptive acts or practices in order to establish a breach of the *Ontario Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the Ontario Class Members.

#### Quebec

84. Loblaw has breached the *Quebec Consumer Protection Act*.

85. Class members resident in Quebec are “consumers” within the meaning of the *Quebec Consumer Protection Act*, s. 1. Loblaw are “merchants”, within the meaning of the *Quebec Consumer Protection Act*, s. 1. A contract for goods was entered into between Quebec class members and Loblaw in the course of Loblaw’s business within the meaning of the *Quebec Consumer Protection Act*, s. 2.

86. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

87. Loblaw’s conduct had the capability, tendency or effect of deceiving or misleading the class members with respect to the accurate weight and price of the meat and seafood products. Loblaw false and misleading statements contravened s. 219 of the *Quebec Consumer Protection*

*Act.*

88. As a result of Loblaw's unfair practices, the Quebec class members have suffered losses and damages. The plaintiff seeks remedies for the Quebec class members pursuant to s. 272 of the *Quebec Consumer Protection Act*.

*Newfoundland and Labrador*

89. Loblaw has breached the *NL Consumer Protection Act*.

90. Class members resident in Newfoundland and Labrador are "consumers" within the meaning of the *NL Consumer Protection Act*, s. 2. The meat and seafood products are "goods" within the meaning of the *NL Consumer Protection Act*, s. 2. Loblaw is a "supplier", within the meaning of the *NL Consumer Protection Act*, s. 2.

91. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the "net weight." The term "net weight" is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

92. Loblaw's conduct had the capability, tendency or effect of deceiving or misleading the class members with respect to the accurate weight and price of the meat and seafood products. Loblaw breached ss. 7 and 9 of the *NL Consumer Protection Act*. Loblaw's actions constitute unfair business practices.

93. As a result of Loblaw's unfair practices, the Newfoundland and Labrador class members have suffered losses and damages. The plaintiff seeks remedies for the Newfoundland and Labrador class members pursuant to s.10 of the *NL Consumer Protection Act*. The plaintiff also seeks declaratory relief pursuant to ss. 10(2)(a) and 10(2)(e) of the *NL Consumer Protection Act*.

94. It is not necessary for the Newfoundland and Labrador class members to establish reliance on Loblaw's deceptive acts or practices in order to establish a breach of the *NL Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the Newfoundland and Labrador class

members.

Prince Edward Island

95. Loblaw has breached the *PEI Consumer Protection Act*.

96. Class members resident in PEI are “consumers” within the meaning of the *PEI Consumer Protection Act*, s. 1. The meat and seafood products are “goods” within the meaning of the *PEI Consumer Protection Act*, s. 1.

97. As set out above at paragraphs 13 to 21, Loblaw misrepresented the weight of its packaged meat and seafood products by labeling the total weight, including non-edible packaging, as the “net weight.” The term “net weight” is commonly understood by consumers, and required by law, to mean the weight of the edible product alone.

98. Loblaw’s conduct had the capability, tendency or effect of deceiving or misleading the class members with respect to the accurate weight and price of the meat and seafood products. Loblaw breached ss. 2 and 3 of the *PEI Consumer Protection Act*. Loblaw’s actions constitute unfair business practices.

99. As a result of Loblaw’s unfair practices, the PEI class members have suffered losses and damages. The plaintiff seeks remedies for the PEI class members pursuant to s.4 of the *PEI Consumer Protection Act*.

100. It is not necessary for the PEI class members to establish reliance on Loblaw’s deceptive acts or practices in order to establish a breach of the *PEI Consumer Protection Act* and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the PEI class members.

101. As a result of the defendants’ unlawful conduct, as particularized above, the plaintiff and class members have suffered damages and losses for which the defendants are liable, including, but not limited to, damages for breach of contract, misrepresentation, unjust enrichment, breach of the *Competition Act* and breach of consumer protection legislation.

## **H. Punitive Damages**

102. Loblaw's misconduct was oppressive and high-handed, and departed to a marked degree from ordinary standards of decent behaviour. Loblaw continued to include the weight of packaging when selling meat and seafood products despite knowing that this was illegal. Despite investigations by the Canadian Food Inspection Agency, media attention and empty public apologies, Loblaw continues to overcharge consumers for the price of meat and seafood. Punitive damages are necessary to appropriately condemn Loblaw's actions and serve as a sufficient deterrent to prevent Loblaw from engaging in these practices in the future.

103. Loblaw's conduct violated the trust of consumers to inflate their profits. Loblaw's actions are part of a pattern of willful disregard for their customers and the law. Loblaw's actions offend the moral standards of the community and warrant the condemnation of the Court such that an award of punitive damages should be made, including under the *Quebec Consumer Protection Act* and the *Civil Code of Quebec* for class members resident in Québec.

## **VI. LIMITATION PERIODS**

103A. The limitation periods applicable to class members' claims will vary depending on their personal circumstances and applicable provincial legislation. Individuals within the proposed class are located across Canada. The personal circumstances of a class member could also result in postponement of the prescription period as provided in the applicable legislation or at common law. For instance, some may be under legal disability and many may have been unaware of the material facts giving rise to their right to make a claim against the Defendants. Class members reasonably relied on the Defendants' representations of net weight; they would not have known of the overcharge.

103B. The Plaintiff does not know the personal circumstances of every class member who may assert an individual claim if this action is certified as a class proceeding and the class is successful at the common issues trial.

## **VII. SERVICE**

104. The plaintiff claims the right to serve this Statement of Claim on the defendants outside of Manitoba pursuant to rules 17.02(f), (g), (h), (l) and (m) of the *Court of King's Bench Rules*, M.R. 554/88. This claim involves contracts made in Manitoba and torts committed in Manitoba, and

loss or damage was caused to the plaintiff in Manitoba and class members who made purchases in Manitoba. The Loblaw defendants carry on business in Manitoba. Each defendant is a necessary and proper party to this claim.

105. The plaintiff therefore claims the relief more particularly set out in paragraph 1 herein.

Date of Issue: July\_\_\_\_, 2025

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