Canadian Developments

CASE COMMENT: *NADEAU v. GROUPE WESTCO* – IT'S NOT ENOUGH TO CRY FOWL

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The Competition Tribunal's recent decision in *Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al.*[2] reinforces the narrow scope of section 75 of the *Competition Act*[3] and the limited circumstances in which relief will be available to businesses affected by refusals to deal. The case should serve as a reminder to businesses dependent on major suppliers that they should enter into commercial arrangements to ensure security of supply, rather than gamble on relief from the Tribunal when a refusal to deal takes place.

Background

The Canadian poultry industry is regulated at both the federal and provincial levels. Chicken Farmers of Canada, a federal marketing agency, establishes provincial quotas for chicken production. Provincial marketing boards then allot individual quotas to chicken producers in each province. Chicken producers typically sell live chickens to chicken processors for processing and resale in downstream markets.

In recent years, Nadeau Poultry Farm Limited operated the only chicken processing facility in New Brunswick. The respondents, Groupe Westco Inc., Groupe Dynaco and Volailles Acadia S.E.C. (collectively, the "Respondents"), operated chicken farms in New Brunswick that accounted for approximately 75% of New Brunswick's chicken production.

Prior to 2008, the Respondents supplied Nadeau with all of their chickens for processing, which represented approximately half of Nadeau's chicken supply. In early 2008, the Respondents notified Nadeau of their intention to terminate the supply arrangements.[4] Nadeau applied for an order under subsection 75(1) of the *Competition Act* to require the Respondents to continue to accept Nadeau as a customer.[5]

The Requirements of Section 75

To obtain relief under section 75, an applicant is required to establish that:

(a) it is substantially affected in its business or precluded from carrying on business due to its inability to obtain adequate supplies of a product anywhere in a market on usual trade terms;

(b) it is unable to obtain adequate supplies of the product because of insufficient competition among suppliers of the product in the market;

(c) it is willing and able to meet suppliers' usual trade terms;

(d) the product is in ample supply; and

(e) the refusal to deal is having or is likely to have an adverse effect on competition in a market.

As the Tribunal noted in *B-Filer*,[6] the market for the product referred to in paragraph (a) is the "upstream" market for the product supplied to the applicant – in this case, live chickens. The market referred to in paragraph (e) is the "downstream" market for the product(s) supplied by the applicant – in this case, chicken processing and sales of processed chicken.

The Tribunal's Decision

While the Tribunal agreed that Nadeau would be substantially affected in its business as a result of the Respondents' refusals to deal, it found that Nadeau had failed to satisfy the requirements of paragraphs 75(1)(b), (d) and (e), with the result that Nadeau's application for relief was dismissed. The following is a summary of the Tribunal's conclusions.

Substantially Affected; Adequate Supply; Usual Trade Terms

Given the Respondents' collective market position and the portion of Nadeau's live chicken supply for which the Respondents accounted, the Tribunal agreed that Nadeau would be substantially affected[7] in its business as a result of its inability to obtain adequate supplies of live chickens anywhere in the upstream market on usual trade terms.[8] While the Tribunal found that the geographic dimension of the upstream market included not only the provinces of New Brunswick, Prince Edward Island and Nova Scotia (from where Nadeau previously had sourced live chickens) but also those parts of Quebec within a 500 km radius of Nadeau's facility,[9] the Tribunal also found that the premiums demanded by Quebec-based producers were outside the range of "usual trade terms" within the relevant market as a whole, thereby discounting Quebec-based producers as a source of alternative supply.

Insufficient Competition Among Suppliers

The Tribunal rejected Nadeau's argument that its inability to obtain adequate supplies of live chickens on usual trade terms resulted from insufficient competition among chicken producers. Rather, the Tribunal found that Nadeau's inability to obtain adequate supplies of live chickens resulted from the quota system that capped chicken production within each province.

Willing and Able to Meet Usual Trade Terms

The Tribunal was satisfied that Nadeau was willing and able to meet the usual trade terms of chicken producers.

Ample Supply

The Tribunal concluded that, because the supply of live chickens was regulated by a quota system, the product was not in "ample supply", which it defined as supply "available in abundance or to the point that it is considered to be excessive"

Adverse Effect on Competition

The Tribunal rejected Nadeau's argument that the Respondents' refusals to deal were likely to have an adverse effect on competition in the downstream market.[10] In doing so, it rejected the more limited geographic market proposed by Nadeau (which included only the Maritime provinces and Quebec), concluding that the downstream market included Ontario, into which Nadeau and its competitors regularly sold processed chickens.

The Tribunal found that, within the market for processed chickens so defined, concentration was relatively low with four large chicken processors (in addition to several smaller producers) with market shares ranging between 18% and 22%.[11] It also found that, while there would be a change in the market shares of the remaining producers if Nadeau were to exit the market, numerous competitors would remain in the market and no producer would have a share of the market of more than 25%. In these circumstances, the Tribunal concluded that the Respondents' refusals to deal were unlikely to have "a significant impact on the market shares of processors or market concentration" and dismissed Nadeau's application for relief.

Commentary

The *Nadeau* case reminds us that the *Competition Act* is designed to protect competition, not competitors. Even though the Tribunal agreed that Nadeau would be "substantially affected" in its business – and indeed might be eliminated as a competitor – as a result of the Respondents' refusals to deal, it concluded that this would not amount to an "adverse effect" on competition in the downstream market. While the Tribunal declined to establish a specific threshold for determining when an effect on competition resulting from a refusal to deal would be regarded as "adverse" – instead, it merely reaffirmed that determining whether there has been an "adverse effect on competition" is similar to determining whether there has been a "substantial lessening of competition", the difference being one of degree – the result of this case suggests that, in a relatively unconcentrated market, even the elimination of a competitor as a result of a refusal to deal will not meet the "adverse effect" test.[12]

The case also reinforces the narrow scope of section 75 and elaborates on the requirements necessary to establish entitlement to relief. While, in many cases, it appears that it will be relatively easy for applicants to establish that the requirements of paragraphs 75(1)(c) and (d) have been met, paragraphs 75(1)(a), (b) and (e) would appear to present fairly high hurdles.[14]

Finally, *Nadeau* should serve as a reminder to businesses dependent on major suppliers to enter into commercial arrangements that will ensure security of supply. Somewhat surprisingly, Nadeau's supply arrangements with the Respondents were not set out in a formal agreement. Nadeau's failure to ensure supply through appropriate contractual arrangements placed it in a position where it was subject to the whims of its suppliers and limited its avenues of recourse in the event that its supplies were curtailed.

Since section 75 was amended in 2002, no applicant has obtained relief for a refusal to deal. In fact, in the 40-year history of section 75, only two applications for relief have been successful, [15] and both cases would likely be decided differently today. Apart from the broader policy issue of whether section 75 (like section 77) continues to serve any useful purpose – it may be the case that the reviewable trade practices covered by these sections would be better dealt with as abuses of dominance under section 79 of the *Competition Act* – the history of section 75 suggests that relief will be available in rare instances at best.

Notes

[1] Sue-Anne Fox is an associate and Jay Holsten is a partner in the Competition and Antitrust Group at Torys LLP.

[2] (2009), 2009 Comp. Trib. 6 (Competition Trib.) [*Nadeau*].

[3] R.S.C. 1985, c. C-34, as amended.

[4] The Respondents' decisions to terminate their supply arrangement with Nadeau were driven, in part, by Groupe Westco's plan to vertically integrate its operations, which included entering into a partnership with Olymel S.E.C., a Quebec-based chicken processor, to build a new processing facility in New Brunswick.

[5] Nadeau also obtained an interim supply order against the Respondents, which required them to continue supplying chickens to Nadeau pending the section 75 hearing. See *Nadeau Poultry Farm Ltd. v. Groupe Westco Inc. et al.* (2008), 2008 Comp. Trib. 16 (Competition Trib.).

[6] *B-Filer Inc. et al. v. The Bank of Nova Scotia* (2006), 2006 Comp. Trib. 42 (Competition Trib.) [*B-Filer*].

[7] The Tribunal rejected the Respondents' argument that an applicant under section 75 is required to prove that it has been affected to the point of being unable to carry on business. Consistent with the view it expressed in *Chrysler*, the Tribunal confirmed that a section 75 applicant need only establish that, on a balance of probabilities, its business was affected in an important or significant way – something beyond mere *de minimus*. See *Canada (Director of Investigation and Research) v. Chrysler Canada Ltd.* (1989), 27 C.P.R. (3d) 1 (Competition Trib.) [*Chrysler*].

[8] The Tribunal observed that "trade terms" as defined in subsection 75(3) of the *Competition Act* includes "terms in respect of payment", which the Tribunal concluded includes price. See *Nadeau*, *supra* note 2 at paras. 142-145.

[9] This reflected the distance that Nadeau was then sourcing live chicken supplies within the Maritime provinces.

[10] The Tribunal adopted the approach it used in *B-Filer*, which assessed "adverse effect" in light of whether a refusal to deal creates, enhances or preserves market power of the remaining market participants. In *B-Filer*,

the Tribunal also held that "adverse" is something less than "substantial"; that the level of competitiveness must be assessed both with the refusal to deal and without it; and that the likelihood of an adverse effect requires proof that such an event is "probable".

[11] Within this market, Nadeau's parent company, Maple Lodge Holding Corporation, had a share of approximately 22%, which included Nadeau's share of approximately 7%.

[12] In an address to the Senate Committee on Banking, Trade and Commence, former Commissioner von Finckenstein stated that, in his view, a small firm's exit from the market, which would reduce competitors and product choices for consumers, would be sufficient to constitute an adverse effect: see Competition Bureau, "Speaking Notes for Konrad von Finckenstein on Bill C-23: An Act to Amend the Competition Act and the Competition Tribunal Act" (24 April 2002).

[13] An applicant's willingness and ability to meet suppliers' usual trade terms will not be an issue in most cases. Similarly, in many cases, the fact that the relevant product is in ample supply will not be an issue. A quota system, which limited supply, made the facts of this case somewhat unique.

[14] The requirement that a private applicant establish that a refusal to deal is likely to have a substantial effect on its business would appear to represent the greatest obstacle to private applicants. Since the *Competition Act* was amended in 2002, only two applications for leave under section 75 have proceeded to a hearing on the merits. Unlike most private applicants, Nadeau was able to establish – both on its application for leave and at the hearing on the merits – that the respondents' refusal to deal would substantially affect its business.

Paragraphs (b) and (e) each present special challenges. An applicant under section 75 is required to establish that its inability to obtain adequate supplies of a product is the result of "insufficient competition among producers", which in this case was affected by the existence of a quota system. Nadeau's failure to convince the Tribunal that not even its exit from the market would amount to an "adverse effect on competition" provides insight into the manner in which the Tribunal interprets paragraph 75(1)(e) – and may interpret the similar requirement of section 76 of the *Competition Act* – in addition to the need, as in all competition cases, to advance properly defined markets.

[15] *Chrysler, supra* note 7, and *Canada (Director of Investigation and Research) v. Xerox Canada Inc.* (1990), 33 C.P.R. (3d) 83 (Competition Trib.).

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LES LABORATOIRES SERVIER et al. v. APOTEX: AFFIRMED ON APPEAL, WITH A TWIST

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In early 2009,[1] we discussed the trial decision in *Les Laboratoires Servier et al. v. Apotex*[2], which involved *Patent Act* and *Competition Act* litigation between generic and name brand pharmaceutical companies.

The *Laboratoires Servier* case involved a dispute over perindopril, used to treat hypertension. Servier and its corporate affiliates owned the patent for perindopril, and sued the Apotex defendants for infringing the patent. Apotex denied the validity of the patent on various patent law grounds. It also alleged that the patent was obtained in a way which contravened the *Competition Act*.

Prior to the time the patent was issued, there were conflict proceedings between Servier and other name brand drug manufacturers (Hoechst and Schering) to determine who was entitled to the relevant patent, which were resolved by way of court endorsed agreement prior to the issuance of the patent.[3] Apotex alleged that the settlement of these conflict proceedings was contrary to section 45 of the *Competition Act*, and gave rise to a right to damages under section 36 of the Act. Alternately, Apotex claimed that equitable relief should not be available to Servier, given the basis on which the patent was obtained.

In considering Apotex's *Competition Act* claims, the trial Court noted (para. 464):

> Thus, the very existence of a patent lessens competition. On its face, this is in direct conflict with provisions of the *Competition Act*, which legislation has as its stated purpose:
>
> > The purpose of this Act is to maintain and encourage competition in Canada in order to promote the efficiency and adaptability of the Canadian economy, in order to expand opportunities for Canadian participation in world markets while at the same time recognizing the role of foreign competition in Canada, in order to ensure that small and medium-sized enterprises have an equitable opportunity to participate in the Canadian economy and in order to provide consumers with competitive prices and product choices.

The Court went on to note, however, that courts have consistently held, despite the apparent conflict, that the existence of a patent is not an offence under the *Competition Act*. The Court

noted that in this particular case Apotex did not allege that the patent itself was contrary to the *Competition Act*, but rather that Servier, Hoechst and Schering, by entry into the settlement agreement in the conflict proceedings, lessened competition unduly.

The trial court examined the prior case law, and in particular the *Molnlycke*[4] and *Eli Lilly/Apotex*[5] cases. It noted that in the *Molnlycke* case the only impairment of competition was caused by the existence of a patent – regardless of who actually held the patent or to whom it was assigned. This, in the Court's view, was distinguishable from the *Eli Lilly* case, in which the conduct challenged was not merely the existence of a patent or patents, but the transfer of patents to the holder of other patents in the same field, so as to combine the market power created by both patents in the hands of one person. The court had determined in the case of *Molnlycke*, where the impact on competition was created by the issuance of the patent, that there could be no *Competition Act* challenge, whereas in the *Eli Lilly* case, where the impact on competition was as a result of the combination of two potentially competing patents, there was a possibility of *Competition Act* challenge.

The situation before the Court in the *Servier* case was different still. There, the parties competing with respect to the potential issuance of a patent or patents had resolved their conflict proceedings by way of a settlement in accordance with the *Patent Act*, as it then was, and in accordance with the Federal Court Rules. The trial Court noted that regardless of whether perindopril was in the same market as other ACE inhibitors, Servier could only gain as much market power as that inherent in the patent which was issued. Since there was no evidence that the market power was obtained by methods other than that authorized by the *Patent Act*, the trial court concluded that there was nothing more to the creation of market power than the patent itself and that the principles in the *Molnlycke* case applied. It stated:

> In summary, because [Servier] was merely exercising its right under the *Patent Act* to obtain patents and nothing more, I am satisfied that Apotex's claim for damages under the *Competition Act* must fail.[6]

We had argued that if the court's conclusion was that any conduct which occurred before the issuance of a patent or patents was immune from *Competition Act* challenge, that was a questionable outcome. However, the Court of Appeal upheld the trial decision[7], noting appropriate reliance by the trial judge on the *Molnlycke* and *Eli Lilly/Apotex* cases. It stated that the trial judge:

> considered the circumstances leading to and surrounding the settlement agreement and ultimately dismissed the counterclaim on the basis that, at every step of the process, ADIR [an affiliate of Servier] had exercised its rights under the *Patent Act* and the *Federal Court Rules*, and nothing more.[8]

Apotex had alleged that had the conflict proceedings not been settled in the way they were, litigation would have resulted, in which there was a probability that the outcome would have been less market power than resulted from the settlement. The Court of Appeal stated:

> This Court has repeatedly held that undue impairment of competition cannot be inferred from evidence of the exercise of rights under the *Patent Act* alone. Apotex's arguments are based on speculation. It provides no evidence of the alleged "probability" of greater market power, and no evidence of the alleged "probability" that the parties to the conflict proceedings would have been granted overlapping claim to perindopril.
>
> There is no suggestion that the Federal Court could not have awarded the claims in issue precisely as they were so allocated. Indeed, Apotex concedes at paragraph 91 of its memorandum of fact and law that the court could have awarded one party an exclusive claim over perindopril.
>
> More importantly, as evidenced at paragraph 472 of Justice Snider's reasons, the parties agreed that the proposition emanating from the jurisprudence is that there must be "something more" beyond the mere assertion of patent rights to sustain a finding of contravention of Section 45 of the *Competition Act*. The trial judge's finding bears repeating: "Every step of the process – from the applications of each of the parties, through the settlement process and the Nadon order to the ultimate issuance of the 196 Patent – was in accordance with the rights of ADIR under the *Patent Act* and the *Federal Court Rules*. The settlement agreement was simply one step in ADIR's exercise of its patent rights.[9]

Those statements notwithstanding, however, the Court of Appeal also noted:

> This is not to say that there might never be circumstances where a settlement agreement could not constitute the "something more" contemplated in the *Eli Lilly* cases. It is not the situation here. I have some difficulty conceptualizing that an agreement affecting a remedy that was open to the court to grant and was placed before the court for its approval could constitute an offence under the *Competition Act*.[10]

While the Court of Appeal affirmed the trial decision, it seems to us that it did so on slightly different grounds than the original decision. The original decision was based entirely on there being nothing more than pure patent rights being asserted, and therefore no room for a *Competition*

Act claim. The Court of Appeal's decision seems somewhat more nuanced, and rests at least in part on the fact that the settlement was a court approved settlement. It does not say so expressly, but the reasoning seems to be that if a matter has been approved by a court, it will not be second guessed by another court, which is a somewhat different reason for coming to the conclusion that there is no *Competition Act* claim than that this was a mere exercise of patent rights. The Court of Appeal's language noted above – "that is not to say that there might never be circumstances where a settlement agreement could constitute the "something more" contemplated by the *Eli Lilly* cases" appears to leave the door open at least somewhat for challenges to these sorts of arrangements. Whether that will be possible if the settlement has been court approved, however, is less clear. No doubt we will find out, since the case is unlikely to be the last one to test the boundary between patent and competition law.

Notes

[1] *Les Laboratoires Servier et al. v. Apotex*: The Patent – Antitrust Turf War Continues (2009) 23:2 Can. Comp. Rec. 42.

[2] 2008 FC 825, 67 C.P.R. (4th) 241 [*Laboratoires Servier*].

[3] It should be noted that the case involved a patent granted under the previous "first to invent" system, rather than the current first to file legislation.

[4] *Molnlycke AB v. Kimberley Clark of Canada Ltd.* (1991), 36 C.P.R. (3d) 493 (F.C.A.)

[5] See: *Eli Lilly and Co. v. Apotex*, 2004 FC 1445, (2004), 35 C.P.R. (4th) 155; *Apotex Inc. v. Eli Lilly and Company*, 2005 FCA 361, (2005), 44 C.P.R. (4th) 1.

[6] *Laboratoires Servier, supra* note 2 at para. 478.

[7] 2009 F.C.A. 222; 75 C.P.R. (4th) 443

[8] *Ibid.* at para. 131

[9] *Ibid.* at paras. 133, 134 and 135.

[10] *Ibid.* at para. 136.

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ANNOUNCEMENTS ISSUED BY THE COMPETITION BUREAU DURING THE PERIOD MARCH 1, 2009 TO FEBRUARY 28, 2010

The following Announcements are available on the Bureau's website at http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/h_02705.html.

March 2, 2009: Hard Economic Times Can be Boom Times for Scammers

March 2, 2009: Competition Bureau Publishes Bulletin on Efficiencies in Merger Review

March 6, 2009: Moores Clarifies Advertising to Resolve Competition Bureau Concerns

March 9, 2009: March Is Fraud Prevention Month Visit Your Local Library!

March 11, 2009: Competition Bureau Calls on Textile Dealers to Accurately Label Textile Articles Derived from Bamboo

March 13, 2009: *Budget Implementation Act* Receives Royal Assent

March 17, 2009: More Guilty Pleas in Quebec Gasoline Cartel Case

March 24, 2009: Draft Merger Review Process Guidelines Issued for Comment

March 25, 2009: Competition Bureau Seeks Comments on Draft Sentencing and Leniency Bulletin

March 26, 2009: Furniture Chain Cancels Rebate Promotion to Resolve Competition Bureau Concerns

March 30, 2009: Sixth Individual Pleads Guilty in Quebec Gasoline Cartel Case

March 31, 2009: Art Supplies Chain Resolves Competition Bureau Concerns Over Sale Prices

March 31, 2009: Competition Bureau Seeks Comments on Draft Information Bulletin on Consumer Rebate Promotions

April 6, 2009: BASF Acquisition of Ciba Cleared Following Divestiture Commitment

April 27, 2009: Amendments to the *Competition Act*: The Competition Bureau Holds Information Sessions and Technical Consultations

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April 29, 2009: Competition Bureau Publishes Final Bulletin on Multi-level Marketing Plans and Schemes of Pyramid Selling

May 7, 2009: Fraudulent Cheque Schemes Taken Down by Law Enforcement Task Force

May 8, 2009: Competition Bureau Issues Draft Competitor Collaboration Guidelines for Comment

May 21, 2009: Three More Guilty Pleas in Quebec Gasoline Cartel Case

May 22, 2009: Brampton Man Found Guilty in Secret Shoppers Scam

June 2, 2009: OPERATION MIRAGE – Competition Bureau Launches Its Largest-ever Crackdown on Deceptive Telemarketing

June 5, 2009: International Competition Network Moves Forward with a New Chair and New Challenges

June 9, 2009: Individual Pleads Guilty to Rigging Bids for a Government of Canada Contract

June 10, 2009: Amendments to the *Competition Act*: The Competition Bureau Holds Information Sessions and Technical Consultations

June 16, 2009: Competition Bureau Cracks Down on Joint Abuse of Dominance by Waste Companies

June 16, 2009: Four Companies Agree to Pay a Fine of $725,000 for Engaging in Deceptive Telemarketing Activities

June 22, 2009: Competition Bureau Obtains Court Order Against the Saskatchewan Roofing Contractors Association

June 23, 2009: Competition Bureau Applauds New Brunswick Move to Permit Self-regulation of Dental Hygienists

June 25, 2009: Competition Bureau Cracks Down on Unsupported Energy Savings Claims

June 26, 2009: Air Carriers Plead Guilty to Price-Fixing Conspiracy

July 7, 2009: Fourth Guilty Plea in Air Cargo Price-Fixing Conspiracy

July 10, 2009: Competition Bureau Issues Draft Enforcement Guidelines Relating to "Product of Canada" and "Made in Canada" Claims for Comment

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July 21, 2009: Competition Bureau Acts to Preserve Competition in Suncor / Petro-Canada Merger

July 27, 2009: Deceptive Telemarketer Receives Jail Time

July 27, 2009: Competition Bureau Requires Divestiture in Consent Agreement with Clean Harbors

August 5, 2009: Melanie Aitken Appointed as Commissioner of Competition

August 27, 2009: Competition Bureau Approves Deal to Inject More Competition into Southern Ontario Gas Market

August 31, 2009: Individual Sentenced in Quebec Price-Fixing Cartel

August 31, 2009: Direct Mailer Hit with Record $2M Fine

September 18, 2009: Competition Bureau Publishes *Merger Review Process Guidelines*

September 21, 2009: Competition Bureau Publishes Guidelines on Consumer Rebate Promotions

October 1, 2009: Brampton Man Sentenced to 3½ Years in Prison for Job Opportunity Scam

October 14, 2009: Competition Bureau Requires Significant Divestitures in Merger of Pfizer and Wyeth

October 16, 2009: Federal Court of Appeal Rules that Career Management Firm Misled Vulnerable Job Seekers

October 23, 2009: Ninth Individual Sentenced in Quebec Price-Fixing Cartel

October 29, 2009: Competition Bureau Resolves Issues in Merger of Merck and Schering-Plough

October 30, 2009: British Airways Pleads Guilty in Air Cargo Price-fixing Conspiracy

November 4, 2009: Competition Bureau Secures Remedy for Agrium's Proposed Acquisition of CF Industries

November 4, 2009: Consumers Warned Against Buying Fraudulent H1N1 Flu Virus Products Online

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November 5, 2009: Competition Bureau Requires National Phone Card Supplier to Pay Refunds and Penalty

November 17, 2009: Jeanne Pratt Appointed Special Legal Advisor to Commissioner of Competition

November 23, 2009: Resort Company Penalized for Running Misleading Contests

November 30, 2009: Prison Sentence in Mass Marketing Fraud Case Highlights the Work of the Atlantic Partnership Against Cross-border Fraud

November 30, 2009: Competition Bureau Participates in International Internet Sweep

November 30, 2009: Competition Bureau Investigation Leads to Guilty Pleas for Deceptive Telemarketing Practices

November 30, 2009: Quebec Gas Cartel Update

December 7, 2009: Tenth Individual Sentenced in Quebec Price-Fixing Cartel

December 10, 2009: Avoid the Gift of Fraud and Other Unplanned Expenses!

December 14, 2009: Are You Getting the Real Deal? Understand Rebate Promotions Before You Buy

December 14, 2009: Competition Bureau Launches RSS News Feed

December 15, 2009: Cogeco Clarifies Advertising Regarding the Speed of its Internet Services

December 18, 2009: Toronto Company Receives Record $15 Million Fine

December 18, 2009: Competition Bureau Approves Husky's Expansion in Southern Ontario

December 22, 2009: Competition Bureau Publishes *Guidelines on "Product of Canada" and "Made in Canada" Claims* for Non-food Products

December 23, 2009: Competition Bureau Issues Final *Competitor Collaboration Guidelines*

January 7, 2010: Competition Bureau Reaches Further Agreements with Hot Tub Retailers on Unsupported Claims

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January 25, 2010: Competition Bureau Requires Divestitures by Ticketmaster-Live Nation to Promote Competition

January 26, 2010: Company Pleads Guilty to Bid-Rigging in Quebec City

January 27, 2010: Bamboo Labelling and Advertising

February 8, 2010: Competition Bureau Seeks to Prohibit Anti-competitive Real Estate Rules

February 12, 2010: Commissioner of Competition Announces Decision in Response to Interac's Request to Vary Consent Order

February 16, 2010: Notifiable Transactions Regulations Come into Force

February 25, 2010: March is Fraud Prevention Month: Learn How to Protect Yourself

February 26, 2010: Employment Opportunity Scam Nets Jail Term