

COURT OF APPEAL FOR ONTARIO

CITATION: Purolator Inc. v. Canadian Union of Postal Workers, 2026 ONCA 515

DATE: 20260714

DOCKET: COA-24-CV-1392

Copeland, Monahan and Gomery JJ.A.

BETWEEN

Purolator Inc.

Plaintiff/Moving Party/Responding Party
(Respondent)

and

Canadian Union of Postal Workers*, John Doe, Jane Doe, and Other Persons,
Names Unknown, who have been trespassing, picketing, or obstructing at or
near the premises of the Plaintiff located at 90 Silver Star Boulevard in Toronto,
Ontario

Defendants/Responding Parties/Moving Party*
(Appellant*)

Stephen Moreau and Ryan White, for the appellant

Christopher J. Rae and Adam Gilani, for the respondent

Heard: May 19, 2026

On appeal from the orders of Justice Markus Koehnen of the Superior Court of
Justice, dated November 29, 2024, December 6, 9, and 16, 2024, with reasons
reported at 2024 ONSC 6696, 2024 ONSC 6812, and 2024 ONSC 7037.

Monahan J.A.:

I. OVERVIEW

[1] At issue in this appeal is the proper interpretation of s. 102 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 (the “CJA”), which sets out certain requirements that must be satisfied before issuing an injunction restraining actions taken in connection with a labour dispute.

[2] The appeal arises from injunctions obtained by Purolator Inc. (“Purolator”) in November and December 2024, restraining picketing at Purolator’s Ontario premises by members of the Canadian Union of Postal Workers (“CUPW”), who were at the time on strike against their employer, Canada Post Corporation (“Canada Post”). Purolator’s motion for an injunction was initially brought on an *ex parte* basis, even though s. 102 of the CJA does not permit *ex parte* injunctions in the context of labour disputes except in certain limited circumstances. The motion judge found that s. 102 did not apply since Purolator and CUPW were not parties to a “labour dispute”. He instead issued an interim injunction on the basis of s. 101 (the “Injunction”).

[3] CUPW appealed to this court, arguing that s. 102 rather than s. 101 of the CJA applied to Purolator’s motion and the motion judge erred in issuing the Injunction on an *ex parte* basis under s. 101. Purolator brought a motion to quash the appeal for lack of jurisdiction, arguing that because the motion judge issued the Injunction under s. 101, the proper appeal route was to the Divisional Court, with leave, in accordance with s. 19(1)(b) of the CJA.

[4] A three-judge panel of this court dismissed Purolator's motion to quash the appeal, holding that issuance of the Injunction was in substance governed by s. 102 of the CJA: see *Purolator Inc. v. Canadian Union of Postal Workers*, 2025 ONCA 565 (the "*ONCA Jurisdiction Decision*"). This court therefore had jurisdiction to hear the appeal on its merits pursuant to s. 102(10) of the CJA.

[5] Having now heard the merits appeal, I would allow the appeal and set aside the Injunction.

[6] Section 102(2) of the CJA provides that, subject to certain limited exceptions, injunctions restraining an "act in connection with a labour dispute" shall not be issued without notice. As I explain below, CUPW's picketing of Purolator's premises falls within the meaning of "an act in connection with a labour dispute" contemplated by s. 102 of the CJA and an injunction prohibiting the activity could only have been issued in accordance with the notice requirements of that section. Because the s. 102 procedure was not followed, the Injunction was issued without jurisdiction and must be set aside.

II. BACKGROUND

[7] Purolator is a private Canadian courier company that delivers packages to, from, and within Canada. Purolator's unionized employees are represented by a different trade union, and members of that union were not on strike at the relevant time.

[8] On November 15, 2024, CUPW commenced a legal nationwide strike against Canada Post. On November 28, 2024, a group of CUPW members began picketing outside of a Purolator facility located on Silver Star Boulevard in Scarborough, Ontario (the “Purolator Facility”). CUPW’s picketing initially involved minimal delays to trucks leaving the Purolator Facility. However, on the following day, November 29, 2024, CUPW members began stopping exiting Purolator trucks for between 15 and 31 minutes each. That same day, Purolator sought and obtained an *ex parte* interim injunction pursuant to s. 101 of the CJA enjoining CUPW members from picketing at the Purolator Facility, or any other Purolator premise in Ontario, for a period of ten days.

[9] In granting the interim injunction, the motion judge noted that Purolator did not follow the procedure set out in s. 102 of the CJA, which limits the circumstances in which an *ex parte* injunction may be issued in the context of a labour dispute.¹ However, the motion judge was of the view that s. 102 only applied where an injunction seeks to restrain picketing of a “disputant” in a labour dispute. He concluded that picketing of the premises of a third party not involved in the labour dispute was not captured by s. 102 and an injunction could be obtained on an *ex parte* basis under s. 101. To support this conclusion, he relied on Ontario cases which held that secondary picketing is not picketing in relation to a “labour dispute”:

¹ The motion judge issued two separate endorsements, the first on November 30, 2024 (2024 ONSC 6696) and the second on December 6, 2024 (2024 ONSC 6812), explaining the legal basis for the issuance of the Injunction. The summary above sets out the key aspects of both endorsements.

see e.g., *Maple Leaf Sports & Entertainment Ltd. v. Pomeroy* [No. 2] (1999), 49 C.L.R.B.R. (2d) 285 (Ont. Gen. Div.), at para. 32; *Canadian Pacific Railway Company v. Gill at al.*, 2013 ONSC 256, at para. 19.

[10] However, the motion judge also recognized that in order to determine whether the party seeking an injunction (the “Moving Party”) is a “disputant” in a labour dispute, the court must look to the “underlying realities of the situation”. Thus, if the Moving Party is the “alter ego” of the entity that employs the picketers, or if the Moving Party has the same place of business as the struck employer, the court might find that the Moving Party is a disputant in the labour dispute, even though they are “not technically the employer”. The motion judge understood s. 102 of the CJA to apply whenever the Moving Party is functionally a party to the labour dispute, either as the actual struck employer, or as an entity which in some way stepped into the shoes of the struck employer. He primarily relied on *Trudel and Sons Roofing Ltd. v. Canadian Union of Shinglers and Allied Workers*, [1994] O.J. No. 1528 (Gen. Div.) to support this proposition, which articulated the three tests he applied to assess whether Purolator was in substance a party to the labour dispute (the “alter ego”, “place of business”, and “remoteness” tests).

[11] Applying this understanding, the motion judge found that although Canada Post owns 91% of the shares of Purolator, and Canada Post’s CEO and Chair are members of Purolator’s board of directors, Purolator is not the “alter ego” of Canada Post. Nor did Purolator share facilities with Canada Post. Purolator was

simply a competitor which sought to poach Canada Post's customers while their operations were affected by CUPW's strike. In the motion judge's view, Purolator was not a disputant in the underlying labour dispute between Canada Post and CUPW, and therefore Purolator's motion to enjoin the picketing of its facility was properly brought under s. 101 of the *CJA*.

[12] The motion judge proceeded to find that Purolator satisfied the three-part test for an injunction set out in *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311. He therefore issued the Injunction, initially for ten days, and subsequently extended until January 15, 2025.

[13] While the motion judge was prepared to grant the Injunction on an *ex parte* basis, he also explained that he was "troubled" by the lack of notice to CUPW prior to the initial motion hearing on November 29, 2024. He noted that there was no suggestion that Purolator would somehow have been put at risk had it given informal notice to CUPW, as contemplated by s. 102(8) of the *CJA*. In fact, the motion judge went so far as to indicate that not only could Purolator have given such informal notice, Purolator ought to have done so. The motion judge commented that "with the benefit of hindsight, the technically perfect answer may have been to decline to hear [Purolator's] motion until CUPW had been given at least the courtesy of a phone call".

[14] As noted above, after CUPW filed a notice of appeal with this court, Purolator brought a motion to quash on the basis that the proper appeal route from an order under s. 101 of the *CJA* was to the Divisional Court with leave. The *ONCA Jurisdiction Decision* disagreed, holding that Purolator's injunction motion was governed by s. 102 of the *CJA*, and this court had jurisdiction to hear the appeal in accordance with s. 102(10).

III. ISSUES ON APPEAL

[15] Two preliminary issues were raised by the parties: first, whether the merits appeal is moot; and second, whether the *ONCA Jurisdiction Decision* has already resolved the merits appeal in CUPW's favour.

[16] The mootness issue arises because, as noted above, the Injunction ceased to have effect as of January 15, 2025. Both parties agree that regardless of whether the merits appeal is moot, the court should exercise its discretion to determine the primary issue on appeal, namely, whether the motion judge erred in issuing the Injunction on the basis of s. 101 rather than s. 102 of the *CJA*. However, the parties do not agree on whether CUPW's other ground of appeal concerning the breadth of the Injunction should nonetheless be decided even if it is moot.

[17] On the second preliminary issue, CUPW argues that because the *ONCA Jurisdiction Decision* decided that the Injunction could only have been issued on the basis of s. 102, it functionally determined the merits appeal in its favour.

Purolator, on the other hand, argues that the *ONCA Jurisdiction Decision* dealt only with the jurisdiction of this court to hear the appeal, and the merits of the appeal remain to be decided by this panel.

[18] In the event that the court proceeds to consider the appeal on its merits, CUPW raises the following two grounds of appeal:

- (i) because s. 102 of the *CJA* provides that injunctions restraining picketing activity that is connected to a labour dispute can only be issued with notice and no notice was given to CUPW, the Injunction was issued without jurisdiction and must be set aside; and
- (ii) even if the motion judge had jurisdiction to issue the Injunction, the Injunction was overly broad because it prohibited delays of any duration caused by picketing activities, at any of Purolator's facilities throughout Ontario.

IV. DISCUSSION

A. The appeal is moot but the court should exercise its discretion to determine the primary issue on appeal relating to the proper interpretation of s. 102 of the *CJA*

[19] As noted above, the Injunction expired on January 15, 2025. While CUPW engaged in picketing of Purolator facilities later in 2025 which resulted in a second injunction being issued by another Superior Court Judge (in that instance, on consent of both parties), no appeal has been taken with respect to the validity of

that injunction. Most importantly, following the appeal hearing in this matter, the parties informed the court that on June 1, 2026, CUPW's membership ratified a collective agreement with Canada Post. This collective agreement binds CUPW and Canada Post until January 31, 2029, therefore finally resolving the underlying labour dispute that gave rise to the Injunction.

[20] Given these circumstances, it is clear that there is no longer a live controversy between the parties with respect to picketing of the Purolator Facility. Determining the validity of an injunction which is now spent will have no practical effect on the parties and the merits appeal is therefore moot: *Borowski v. Canada (Attorney General)*, [1989] 1 S.C.R. 342, at pp. 353-56; *Taylor v. Newfoundland and Labrador*, 2026 SCC 5, 510 D.L.R. (4th) 195, at paras. 42-43.

[21] The fact that the merits appeal is moot does not necessarily mean that this court should not hear it. Although courts generally refrain from considering appeals that are moot, *Borowski* also explained that courts have a residual discretion to hear a moot appeal, taking into account (i) the existence of an adversarial context; (ii) judicial economy; and (iii) the need to limit courts to their proper adjudicative role: *Borowski*, at pp. 358-63; see also *Taylor*, at para. 44.

[22] Applying these factors to the circumstances of this case, although the live controversy that gave rise to the appeal has since been settled, the proper interpretation of s. 102 of the CJA is an important general issue of law that has

never been resolved by this court and one that might otherwise evade appellate review. There is a strong public interest in clarifying the circumstances in which s. 102 applies. Clarity would provide guidance to litigants seeking injunctions about the proper procedure they must follow, to trial courts asked to grant such injunctions, and to parties who may appeal a resulting order. Finally, the parties to this appeal have fully argued this issue – both at the jurisdiction motion in 2025 and now again before the merits panel – and both agree that it ought to be decided. I therefore find that even though the issue is now moot, the court should exercise its discretion to decide whether the Injunction could only have been issued under s. 102 rather than s. 101 of the *CJA*.

[23] I reach a different conclusion with respect to whether this court should address the alternative ground of appeal advanced by CUPW regarding the specific conduct enjoined and the geographic scope of the Injunction. These issues are highly fact-specific. Any determination by this court on the appropriateness of the order in this case would have limited precedential value in a future picketing dispute where the factual matrix may be entirely different. Moreover, to decide this issue, this court would need to consider an extensive record containing at least 16 affidavits describing picketing which occurred on only two days, over a year and a half ago, related to a labour dispute which has since been resolved. It would not be an appropriate use of scarce judicial resources to apply this level of scrutiny to an order which expired in January 2025, and which I would find was improperly

issued in the first place. I would therefore decline to exercise the court's discretion to address the alternative ground of appeal raised by CUPW, and make no comment on the appropriateness of the terms of the Injunction.

B. It is unnecessary to decide whether the *ONCA Jurisdiction Decision* has determined the substantive merits of the appeal because, like the earlier panel of this court, I conclude that s. 102 of the *CJA* governed the issuance of the injunction

[24] As noted above, the parties differ as to whether the *ONCA Jurisdiction Decision* has already determined the substantive merits of the appeal.

[25] CUPW argues that this is indeed the case because the *ONCA Jurisdiction Decision* decided that the Injunction could only have been issued under s. 102 of the *CJA*. Because the *ONCA Jurisdiction Decision* is binding upon us as a three-judge panel, there is nothing further for this court to decide.

[26] Purolator disagrees, arguing that the *ONCA Jurisdiction Decision* merely dismissed its motion to quash, but did not determine the substantive merits of CUPW's appeal. Purolator argues that acceptance of CUPW's position on this issue would deny it natural justice, since the *ONCA Jurisdiction Decision* did not provide Purolator with the opportunity to present full and complete arguments on the substantive merits of the appeal. Purolator also argues that if the *ONCA Jurisdiction Decision* had actually resolved the merits appeal, the court would have allowed the appeal rather than merely deciding that the Court of Appeal had jurisdiction to hear it.

[27] The issue of whether the *ONCA Jurisdiction Decision* has already determined the substantive merits of the appeal and/or whether we are bound by the result was only briefly discussed in the parties' written submissions, and their oral arguments were focused almost entirely on the proper interpretation of s. 102 of the *CJA*. Moreover, as I explain in the next section of these reasons, I come to the same conclusion on this issue as did the *ONCA Jurisdiction Decision*, namely, that s. 102 rather than s. 101 of the *CJA* should have governed the issuance of the Injunction.

[28] As a practical matter, therefore, determining whether the *ONCA Jurisdiction Decision* has already decided the merits appeal will not affect the outcome. Regardless of whether we are bound by the *ONCA Jurisdiction Decision* or are at liberty to decide the issue afresh, the result will be that the Injunction could only have been issued on the basis of s. 102 of the *CJA*. Similar to this court's decision in *Dufault v. Ignace (Township)*, 2024 ONCA 915, 504 D.L.R. (4th) 456, at para. 25, I see no reason to decide a matter on which we have received limited submissions and which will not affect the result. I therefore decline to address the issue.

C. The motion judge erred in issuing the injunction under s. 101 of the CJA, since the CUPW picketing of the Purolator Facility was an “act in connection with a labour dispute” and, therefore, the injunction could only have been issued under s. 102

1. Section 102 of the CJA applies where an injunction is sought to restrain activity connected to a labour dispute, regardless of whether the Moving Party is a “disputant” in the underlying labour dispute

[29] This appeal turns on the proper interpretation of s. 102 of the CJA, which provides in relevant part as follows:

Injunction in labour dispute

Definition

102 (1) In this section,

“labour dispute” means a dispute or difference concerning terms, tenure or conditions of employment or concerning the association or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee.

Notice

(2) Subject to subsection (8), no injunction to restrain a person from an act in connection with a labour dispute shall be granted without notice.

[Emphasis added.]

[30] Both parties agree that the motion judge’s determination on this issue is a question of law subject to review on a correctness standard. I agree.

[31] It is well established that the modern approach to statutory interpretation requires examining the words of the provision in their entire context and in their

grammatical and ordinary sense, harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament: *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27, at para. 21.

[32] As described above, the motion judge found that s. 102 is only engaged where the Moving Party is a “disputant” in a “labour dispute”. Respectfully, the motion judge erred by failing to have sufficient regard to the text of the provision as well as its context and purpose.

[33] The text throughout the subsections of s. 102 repeatedly states the s. 102 regime applies whenever an injunction is sought “to restrain a person from an act in connection with a labour dispute”: see ss. 102(2), 102(3), 102(4), 102(5), and 102(6). On a plain reading of this text, the focus of the provision is not on whether the Moving Party is a “disputant” in the labour dispute, but on the “connection” between the act and the labour dispute.

[34] The motion judge erred by asking himself the wrong question. Rather than determining whether the picketing by CUPW was an act “in connection with” the labour dispute between Canada Post and CUPW, the motion judge focused instead on the different and narrower question of whether Purolator was expressly or functionally a party to that labour dispute.

[35] Assuming, then, that the application of s. 102 turns on whether the activity to be restrained is “in connection with” a labour dispute, how is that issue to be determined?

[36] I note that the words “in connection with” have been interpreted by this court in a number of different contexts and have repeatedly been found to have a very broad meaning: see e.g., *Mantini v. Smith Lyons LLP* (2003), 64 O.R. (3d) 505 (C.A.), at para. 19, leave to appeal refused, [2003] S.C.C.A. No. 344; *Lawrence v. Toronto Humane Society* (2006), 212 O.A.C. 263 (C.A.), at paras. 83-85; see also *Intercap Equity Inc. v. Bellman*, 2022 ONCA 61, 160 O.R. (3d) 536. The term “connection” means “there is some relationship between two things or activities – that they have something to do with each other”: *Lawrence*, at para. 85, citing *Re Kitchener-Waterloo Real Estate Board Inc. and Ontario Regional Assessment Commissioner, Region No. 21 et al* (1986), 56 O.R. (2d) 94 (H.C.), at p. 103. This jurisprudence suggests that a broad and inclusive interpretation should be given to the phrase “in connection with a labour dispute” in s. 102 of the CJA.

[37] Such a broad interpretation of the scope of s. 102 is consistent with the purpose of the provision, which is to provide a separate regime with enhanced procedural protections for injunctions in a labour dispute. In this case, the relevant procedural protection is that notice must be given before an injunction can be issued. In other words, s. 102 deals with how a motion must proceed, not whether it will succeed. That latter question is determined in accordance with the tripartite

test for granting an injunction set out in *RJR-MacDonald*. One important difference, however, is that if notice is given in advance, the court will have the benefit of evidence and submissions by both parties and thus will better understand the full implications of the injunction sought. It will also enable the court to more carefully tailor any injunction that might be issued, which will reduce any difficulties that might subsequently arise in successfully implementing the order.

[38] These concerns informed the drafting of what is now s. 102 of the *CJA*. In 1966 the Ontario government appointed the Royal Commission Inquiry into Labour Disputes to examine, *inter alia*, the use of and procedures for obtaining injunctions to restrain picketing in relation to labour disputes. The Royal Commission's 1968 report raised concerns about the use of *ex parte* injunctions in the labour context and recommended that "[u]nless otherwise agreed upon, injunctions will be permitted only on evidence given *viva voce* and on notice, except in cases of emergency": *Report of the Royal Commission Inquiry into Labour Disputes*, (Toronto: Frank Fogg Queen's Printer, 1968), at pp. 33-37.

[39] In 1970, the legislature amended s. 17 of the *Judicature Act*, R.S.O. 1960, c. 197 (the precursor to s. 102 of the *CJA*) to give effect to the recommendations of the Royal Commission. These amendments expanded the definition of "labour dispute" to include disputes over terms and conditions of employment even where the disputants did not stand "in the proximate relation of employer and employee". This broadening of the definition of labour dispute reflected the Royal

Commission's desire to limit the issuance of *ex parte* injunctions in labour disputes to situations of emergency.

[40] An expansive reading of s. 102 also aligns the provision with the Supreme Court's seminal decision in *R.W.D.S.U., Local 558 v. Pepsi-Cola Canada Beverages (West) Ltd.*, 2002 SCC 8, [2002] 1 S.C.R. 156. In *Pepsi-Cola*, union members were engaged in a lawful strike against their employer, Pepsi-Cola. In addition to picketing Pepsi-Cola's premises, union members picketed retail outlets to prevent the delivery of Pepsi-Cola products and to dissuade the staff at these outlets from accepting delivery. They also carried placards in front of a hotel where replacement workers were staying, and demonstrated outside the homes of Pepsi-Cola's management personnel.

[41] The Supreme Court abandoned the previous common law rule which treated secondary picketing as *per se* illegal conduct. Instead, the Supreme Court held that all picketing is permitted, whether "primary" or "secondary", unless it "crosses the line and becomes tortious or criminal in nature", as was the case in respect of the picketing of the homes of Pepsi-Cola's management which amounted to disorderly conduct and intimidation: *Pepsi-Cola*, at paras. 66, 73, 117. In contrast, the picketing of retail outlets and the hotel where the replacement workers were staying was peaceful picketing which did not engage any tort or crime: *Pepsi-Cola*, at para. 116. This was expressive activity intended "first, to convey information about a labour dispute in order to gain support for its cause from other workers,

clients of the struck employer, or the general public, and second, to put social and economic pressure on the employer and, often by extension, on its suppliers and clients”: *Pepsi-Cola*, at para. 27. Not only did such expressive activity engage freedom of expression, one of the highest constitutional values enshrined in s. 2(b) of the *Charter*, it also played a significant role in redressing “the imbalance between the employer’s economic power and the relative vulnerability of the individual worker”: *Pepsi-Cola*, at para. 34.

[42] Taking all of the above considerations into account, I interpret s. 102 of the CJA as being engaged whenever an injunction is sought to restrain picketing that has an identifiable and distinct connection with an underlying labour dispute. Such a connection would necessarily be established where the Moving Party is itself a disputant in a labour dispute or steps into the shoes of the employer, in accordance with the definition of “labour dispute” in s. 102(1) of the CJA and the test set out in *Trudel*. But s. 102 will also be engaged where there is some other identifiable and distinct connection between the Moving Party and one or both of the parties to a labour dispute.

[43] An important benefit of this expansive interpretation of s. 102 is that it provides clarity as to the applicable procedure where an injunction is sought to restrain picketing in the context of a labour dispute. This should hopefully avoid unproductive and wasteful litigation over whether the Moving Party has followed

the correct procedure and instead focus the attention of the parties and thus the court on the substantive merits of the motion itself.

[44] One possible objection to the approach I suggest is that it fails to provide sufficient protection for the interests of third parties who are not directly involved in a labour dispute and who may have no ability to influence its outcome. As the Supreme Court acknowledged in *Pepsi-Cola*, the targets of secondary picketing “may suffer considerable economic damage, which may in turn affect customers and employees, as well as a host of other business relations”: *Pepsi-Cola*, at para. 39.

[45] The answer to this objection is the one noted above, namely, that s. 102 is essentially a procedural mechanism. Thus, the special requirements in s. 102, including to provide notice to the union and/or workers in advance of the motion, will not in itself determine the success or failure of the motion. Whether an injunction will be granted will turn on a motion judge’s assessment of the tripartite test for granting an injunction in the context of the evidentiary record. Moreover, in cases of urgency where formal notice cannot be provided because the delay necessary to do so would result in irreparable damage or injury, a breach of the peace, or an interruption in an essential public service, s. 102(8) provides that informal notice may be provided by telephone or otherwise. This flexibility provides a mechanism to ensure that the application of s. 102 does not work injustice or undue hardship in a particular case.

2. The picketing of the Purolator Facility was connected to the labour dispute between Canada Post and CUPW and the motion judge therefore erred in issuing the Injunction under s. 101 rather than s. 102

[46] Applying the interpretation of s. 102 set out above, I have little difficulty in finding that CUPW has established the existence of an identifiable and distinct connection between its picketing of Purolator and the underlying labour dispute between CUPW and Canada Post.

[47] As already noted, although Canada Post and Purolator are separate corporations, Canada Post owns 91% of Purolator's shares and Canada Post's CEO and Chair are both members of Purolator's board of directors. Canada Post's majority ownership enables it to exercise significant influence over Purolator, which is sufficient to distinguish Purolator from other courier companies operating in the Canadian marketplace.

[48] I therefore conclude that CUPW's picketing of Purolator was connected to the underlying labour dispute between Canada Post and CUPW. Since the Injunction restrained that activity, it could only have been issued with notice in accordance with s. 102(2) of the CJA. Purolator does not dispute that notice was not provided as required by s. 102. It necessarily follows that the Injunction was issued without jurisdiction and must be set aside.

V. DISPOSITION

[49] For the reasons set out above, I would allow the appeal and set aside the Injunction.

[50] In accordance with the agreement of the parties, CUPW is entitled to its costs in the amount of \$30,000 on an all-inclusive basis.

Released: July 14, 2026 "J.M.C."

"P.J. Monahan J.A."
"I agree. J. Copeland J.A."
"I agree. S. Gomery J.A."