



No. *Court File No.* **VLC-S-S-263795**
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ASHLEY HUDON

PLAINTIFF

AND:

APPLE CANADA INC. and APPLE INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIMS OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

OVERVIEW OF THE ACTION

1. On or about September 20, 2024, the Defendants, Apple Inc. and Apple Canada Inc., released their new smartphone series, including the iPhone 16, the iPhone 16 Plus, the iPhone 16 Pro, the iPhone 16 Pro Max, and the iPhone 16e (hereinafter collectively referred to as the “**iPhone 16 Lineup**”).
2. In the months leading up to and following the release of iPhone 16 Lineup, the Defendants ran a pervasive marketing campaign across several media platforms to promote the iPhone 16 Lineup. The Defendants’ advertisements largely focused on the iPhone 16 Lineup’s new and groundbreaking artificial intelligence (“**AI**”) features, characteristics, and capabilities, referred to as “**Apple Intelligence**” and including significant AI-driven enhancements to “**Siri**,” the Defendants’ voice-recognition software that acts as a virtual assistant.
3. In their pervasive marketing campaign for the iPhone 16 Lineup, the Defendants also promised that the iPhone 15 Pro and iPhone 15 Pro Max smartphones would receive Apple Intelligence as a free software update and then have the same new and groundbreaking AI

features, characteristics, and capabilities the iPhone 16 Lineup was advertised as having, including the significant AI-driven enhancements to Siri.

4. Before releasing the iPhone 16 Lineup, the Defendants were losing competitiveness in the smartphone market, as their major competitors began introducing, and consumers began seeking, smartphones with more AI features, characteristics, and capabilities. Compared to their competitors, the Defendants were slow to introduce AI features, characteristics, and capabilities in their products.
5. The Plaintiff alleges that the Defendants intentionally misled the Plaintiff and Class Members with false and misleading advertisements about the iPhone 16 Lineup, the iPhone 15 Pro, the iPhone 15 Pro Max, and their AI features, characteristics, and capabilities.
6. The Plaintiff claims that the advertised AI features, characteristics, and capabilities did not exist when the Defendants began their marketing campaign for iPhone 16 Lineup, and that the Defendants intentionally made the false and misleading representations to induce the Plaintiff and Class Members to purchase or lease the iPhone 16 Lineup smartphones, the iPhone 15 Pro, and the iPhone 15 Pro Max at premium prices.

THE DEFENDANTS

7. The Defendant, Apple Inc., is a company duly incorporated pursuant to the laws of the State of California, in the United States of America, with its principal place of business located at One Apple Park Way, Cupertino, California, USA, 95014.
8. Apple Inc. carries on business in the design, development, manufacturing, marketing, distribution, supply, sale, and servicing of various consumer electronics, software, and online services, including iPhone smartphones.
9. The Defendant, Apple Canada Inc., is a company duly incorporated pursuant to the laws of Ontario, with its head office at 1600-120 Bremner Blvd, Toronto, Ontario, M5J 0A8. The Defendant, Apple Canada Inc., is extra-provincially registered in British Columbia with an attorney's office located at c/o Blakes Vancouver Services Inc., 3500-1133 Melville St, Vancouver, British Columbia, V6E 4E5.
10. At all material times, the Defendant, Apple Canada Inc., was and is a wholly owned subsidiary of the Defendant, Apple Inc., and was and is inextricably involved in the design, development, manufacturing, marketing, distribution, supply, sale, and serving of Apple products, including iPhone smartphones, in Canada, including in the province of British Columbia.

11. Accordingly, at all material times, the Defendants, Apple Inc. and Apple Canada Inc., acted jointly in carrying out their business activities. The Defendants are hereinafter collectively referred to as “**Apple**” or the “**Defendants.**”
12. The Defendants are suppliers within the meaning of the *Business Practices and Consumer Protection Act*, SBC 2004, c 2.

THE PLAINTIFF AND THE CLASS

13. The Plaintiff, Ashley Hudon, is an individual residing in Surrey, British Columbia.
14. On several occasions between June 10, 2024 and May 24, 2025, the Plaintiff viewed advertisements for the iPhone 16 Lineup that showcased the iPhone 16 Lineup smartphones’ AI features, characteristics, and capabilities, including significant AI-driven enhancements to Siri.
15. On May 24, 2025, the Plaintiff purchased an iPhone 16 Pro Max 256 GB Desert Titanium model from Apple for the price of \$1799.00.
16. In deciding to make the purchase, the Plaintiff viewed and relied upon Apple’s advertising and marketing, leading the Plaintiff to believe that her iPhone 16 Pro Max would have the AI features, characteristics, and capabilities that Apple advertised, including the significant AI-driven enhancements to Siri. The Plaintiff relied heavily on Apple’s advertising and marketing when deciding to purchase the iPhone 16 Pro Max.
17. At the time of purchase, the Plaintiff did not know that Apple’s representations about the iPhone 16 Lineup and its AI features, characteristics, and capabilities were false (i.e., that the iPhone 16 Lineup would not have the AI features, characteristics, and capabilities advertised). Furthermore, the Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information in Apple’s advertising and marketing that contradicted the representations or otherwise suggested that the iPhone 16 Lineup would not have the advertised AI features, characteristics, and capabilities.
18. The Plaintiff would not have purchased the iPhone 16 Pro Max, or would not have paid as much for the iPhone 16 Pro Max, had Apple not made the false and misleading representations and/or had the Plaintiff otherwise known that the representations were not true (i.e., that the iPhone 16 Lineup did not have the advertised AI features, characteristics, and capabilities).
19. The Plaintiff does not have any specialized knowledge regarding AI or smartphone software and is not personally familiar with the technology behind the iPhone 16 Lineup

smartphones or their design and manufacturing. As such, the Plaintiff was unable to determine whether Apple's representations were true.

20. This action is brought on behalf of members of a class consisting of the Plaintiff and:

all persons in Canada (including their estates, executors, or personal representatives) who purchased or leased an iPhone 16, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 16e, iPhone 15 Pro, or iPhone 15 Pro Max smartphone between June 10, 2024 and March 29, 2026 ("**the Class Period**")

(hereinafter the "**Class**" or "**Class Member(s)**").

21. The Class is not limited to individual consumers and includes all purchasers or lessees of the subject devices. The Plaintiff seeks compensatory damages on her own behalf and on behalf of all Class Members. However, claims for compensatory damages under the Provincial Consumer Protection Legislation are advanced only on behalf of the Plaintiff and those Class Members who purchased or leased an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max as consumers, and are accordingly limited to the remedies available to consumers under that legislation.
22. It is estimated that the Class includes at least tens of thousands of individuals across Canada. The precise number of Class Members is within the Defendants' knowledge.

APPLE'S FALSE AND MISLEADING REPRESENTATIONS REGARDING THE IPHONE 16 LINEUP, IPHONE 15 PRO, AND IPHONE 15 PRO MAX

23. Interest in AI has surged dramatically over the past few years, driven by rapid advancements in technology and its growing application across different industries. One of the industries most impacted has been the smartphone industry.
24. Apple is a leading global technology company that designs, develops, manufactures, markets, distributes, supplies, sells, and services various consumer electronics, software, and online services, including iPhone smartphones. iPhone smartphones are equipped with Siri, Apple's voice-recognition software that acts as a virtual assistant.
25. As Apple's major competitors began introducing smartphone models with AI features, characteristics, and capabilities, Apple began losing competitiveness in the smartphone market. Consumers began seeking smartphones with more AI features, characteristics, and capabilities, and compared to its major competitors, Apple was slow to introduce these in its products.

26. On or around June 10, 2024, Apple announced the release of its own AI model, Apple Intelligence – a built-in generative AI system that would use personal context to offer a better user experience.
27. In its June 10, 2024 press release introducing Apple Intelligence, Apple stated the following:
 - (a) that “Apple Intelligence understands personal context to deliver intelligence that is helpful and relevant”;
 - (b) that “Siri will be able to deliver intelligence that’s tailored to the user and their on-device information. For example, a user can say, ‘Play that podcast that Jamie recommended’, and Siri will locate and play the episode, without the user having to remember whether it was mentioned in a text or an email. Or they could ask, ‘When is Mom’s flight landing?’ and Siri will find the flight details and cross-reference them with real-time flight tracking to give an arrival time.”;
 - (c) that “[w]ith Apple Intelligence, Siri will be able to take hundreds of new actions in and across Apple and third-party apps. For example, a user could say, ‘Bring up that article about cicadas from my Reading List’, or ‘Send the photos from the barbecue on Saturday to Malia’, and Siri will take care of it.”;
 - (d) that “Apple Intelligence is deeply integrated into iOS 18, iPadOS 18, and macOS Sequoia”;
 - (e) that Apple Intelligence “will be available in beta as part of iOS 18, iPadOS 18, and macOS Sequoia this fall in U.S. English. Some features, software platforms, and additional languages will come over the course of the next year.”; and
 - (f) that “Apple Intelligence will be available on iPhone 15 Pro, iPhone 15 Pro Max, and iPad and Mac with M1 and later, with Siri and device language set to U.S. English.”
28. On or around September 9, 2024, Apple announced its iPhone 16 Lineup, it described as coming enabled with Apple Intelligence and certain AI features, characteristics, and capabilities. Pre-orders for the iPhone 16 Lineup began September 13, 2024, with availability beginning September 20, 2024.
29. In its September 9, 2024 press release introducing the iPhone 16 Lineup, Apple stated the following:

- (a) that the iPhone 16 Lineup is “built for Apple Intelligence, the easy-to-use personal intelligence system that understands personal context to deliver intelligence that is helpful and relevant while protecting user privacy”;
- (b) that the iPhone 16 Lineup “mark[s] the beginning of a new era for iPhone with Apple Intelligence delivering powerful, personal, and private experiences to [Apple’s] users”;
- (c) that “Apple Intelligence on the iPhone 16 lineup harnesses the power of Apple silicon and Apple-built generative models to understand and create language and images, take action across apps, and draw from personal context to simplify and accelerate everyday tasks”;
- (d) that “Apple Intelligence will be available as a free software update, with the first set of features rolling out next month in U.S. English for most regions around the world”;
- (e) that “[c]oming with the first set of Apple Intelligence features, Siri becomes more natural, contextually relevant, and personal”;
- (f) that “[a]dditional Apple Intelligence features will roll out later this year and in the months following”;
- (g) that “Siri will be able to draw on a user’s personal context to deliver intelligence that is tailored to them. It will also gain onscreen awareness to understand and take action with users’ content, as well as take hundreds of new actions in and across Apple and third-party apps”;
- (h) that “iOS 18 will be available as a free software update on Monday, September 16”;
and
- (i) that “Apple Intelligence will be available as a free software update. The first set of Apple Intelligence features will be available in beta next month as part of iOS 18.1, iPadOS 18.1, and macOS Sequoia 15.1, with more features rolling out in the months to come. It will be available on iPhone 16, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, iPhone 15 Pro Max, and iPad and Mac with M1 and later, with device and Siri language set to U.S. English. Later this year, Apple Intelligence will add support for localized English in Australia, Canada, New Zealand, South Africa, and the U.K. Over the course of the next year, Apple Intelligence will expand to more platforms and languages, like Chinese, English

(India), English (Singapore), French, German, Italian, Japanese, Korean, Portuguese, Spanish, Vietnamese, and others.”

30. In its October 28, 2024 press release announcing the availability of Apple Intelligence on iPhone, iPad, and Mac, Apple stated the following:
- (a) that “Apple Intelligence brings incredible new features across iPhone, iPad, and Mac. The first set of features is available today, with many more rolling out in the coming months.”;
 - (b) that “the first set of Apple Intelligence features for iPhone, iPad, and Mac users is now available through a free software update with the release of iOS 18.1, iPadOS 18.1, and macOS Sequoia 15.1” and that “Apple Intelligence is the personal intelligence system that harnesses the power of Apple silicon to understand and create language and images, take action across apps, and draw from personal context to simplify and accelerate everyday tasks while taking an extraordinary step forward for privacy in AI. Today marks the availability of the first set of features, with many more rolling out in the coming months.”;
 - (c) that new Apple Intelligence features would be available in December 2024, “with additional capabilities rolling out in the coming months”;
 - (d) that Siri would become “even more capable, with the ability to draw on a user’s personal context to deliver intelligence that’s tailored to them” and “onscreen awareness” and the ability “to take hundreds of new actions in and across Apple and third-party apps”; and
 - (e) that “Apple Intelligence is available on iPhone 16, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, iPhone 15 Pro Max, iPad with A17 Pro or M1 and later, and Mac with M1 and later.”
31. In its December 11, 2024 press release announcing the availability of Apple Intelligence for users in Canada, Apple stated the following:
- (a) that Apple released iOS 18.2, iPadOS 18.2, and macOS Sequoia 15.2, “bringing Apple Intelligence – the easy-to-use personal intelligence system that delivers helpful and relevant intelligence while protecting users’ privacy – to iPhone, iPad, and Mac in Canada” and “a brand-new set of capabilities that elevate users’ experience with iPhone, iPad, and Mac”;
 - (b) that “[a]dditional Apple Intelligence capabilities will be available in the months to come. Siri will be even more capable, with the ability to draw on a user’s personal

context to deliver intelligence that's tailored to them. Siri will also gain onscreen awareness, and will be able to take hundreds of new actions in and across Apple and third-party apps"; and

- (c) that "Apple Intelligence is available on iPhone 16, iPhone 16 Plus, iPhone 16 Pro, iPhone 16 Pro Max, iPhone 15 Pro, iPhone 15 Pro Max, iPad with A17 Pro or M1 and later, and Mac with M1 and later."
32. Beginning in approximately mid-2024 and continuing until on or around March 29, 2025, Apple carried out a pervasive marketing campaign to promote the iPhone 16 Lineup, the iPhone 15 Pro, the iPhone 15 Pro Max, and their new Apple Intelligence features, characteristics, and capabilities. In addition to press releases, including the press releases mentioned above, the marketing campaign consisted of multiple commercials, social media advertisements, media statements, and webpages (hereinafter collectively the "**Marketing Campaign**").
33. Throughout the Marketing Campaign, Apple advertised:
- (a) that the iPhone 16 Lineup would be equipped with AI features, characteristics, and capabilities that would allow Siri to draw on the user's personal context to deliver intelligence that is tailored to him/her/they and to perform advanced actions in and across Apple and third-party applications; and
 - (b) that the iPhone 15 Pro and iPhone 15 Pro Max would receive Apple Intelligence as a free software update and then have these same AI features, characteristics, and capabilities.
34. For example, in one commercial, released in September 2024, aired extensively on television as well as online, and featuring well-known actor, Bella Ramsey, Apple showed Mx. Ramsey asking Siri with whom she met at a specific café and Siri answering that question by searching Mx. Ramsey's calendar for a prior event that took place at that café. The commercial showed Siri as being able to access on-device information in and across different applications to answer Mx. Ramsey's question. This commercial was later removed from Apple's YouTube channel in or around March 2025 as a result of consumer backlash.

CONSUMER EXPECTATIONS AND PRODUCT SHORTCOMINGS

35. Apple's Marketing Campaign created a clear and reasonable consumer expectation:
- (a) that the iPhone 16 Lineup, upon its release or shortly thereafter, would have the advertised AI features, characteristics, and capabilities; and

- (b) that the iPhone 15 Pro and iPhone 15 Pro Max would receive Apple Intelligence as a free software update to iOS 18 on September 16, 2024, or shortly thereafter, and then have these same AI features, characteristics, and capabilities.
- 36. The iPhone 16 Lineup did not have the AI features, characteristics, and capabilities that Apple depicted it as having in its Marketing Campaign. Instead, the iPhone 16 Lineup lacked the advertised functionality of Apple Intelligence and failed to perform as represented in Apple's Marketing Campaign.
- 37. Similarly, once updated to iOS 18, the iPhone 15 Pro and iPhone 15 Pro Max did not have the AI features, characteristics, and capabilities that Apple depicted them as having in its Marketing Campaign. Instead, the iPhone 15 Pro and iPhone 15 Pro Max lacked the advertised functionality of Apple Intelligence and failed to perform as represented in Apple's Marketing Campaign.
- 38. Following the September 20, 2024 release of the iPhone 16 Lineup, consumers and industry experts spoke out about AI features, characteristics, and capabilities that Apple had promised the devices would feature but were missing from the iOS software offered. Apple had failed to fulfill the representations and promises it had made during its Marketing Campaign.
- 39. On or around March 7, 2025, after increasing backlash from consumers and industry experts, Apple announced:
 - (a) that the advertised AI features, characteristics, and capabilities that had generated the most consumer excitement did not exist then and do not exist now;
 - (b) that if these AI features, characteristics, and capabilities ever materialize, it would not be until 2026; and
 - (c) that many of the AI features, characteristics, and capabilities it had advertised in the Marketing Campaign would not be available until 2027.
- 40. Shortly after this announcement, Apple updated its webpages for the iPhone 16 Lineup and Apple Intelligence to state that some AI features, characteristics, and capabilities are still in development and will become available at a later date.
- 41. Apple's March 2025 announcement and quiet update of its webpages for the iPhone 16 Lineup and Apple Intelligence do not sufficiently correct or retract its prior representations stated in its Marketing Campaign. As a result, Class Members, including the Plaintiff, continued to remember and rely on these prior representations in deciding to purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone.

APPLE KNOWINGLY AND INTENTIONALLY MADE THE IMPUGNED REPRESENTATIONS

42. Apple intentionally made the false and misleading statements about the iPhone 16 Lineup's, iPhone 15 Pro's, and iPhone 15 Pro Max's AI features, characteristics, and capabilities, as described in paragraphs 26 to 33 above, (the "**Impugned Representations**") to induce consumers to purchase or lease the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max at premium prices despite these smartphones not being as advertised and lagging behind competing products.
43. The Impugned Representations are false and misleading because the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max did not have the AI features, characteristics, and capabilities that Apple advertised. Apple did not make it clear to consumers that the iPhone 16 Lineup, and the iPhone 15 Pro, and iPhone 15 Pro Max updated to iOS 18, would lack advertised AI features, characteristics, and capabilities.
44. At all material times, Apple was the manufacturer and marketer of the iPhone 16 Lineup, the iPhone 15 Pro, and the iPhone 15 Pro Max and created, authorized, and controlled the use of the Impugned Representations to market these smartphones. At all material times, Apple and/or its agents prepared, authorized, ratified, and/or approved the Impugned Representations, and disseminated them throughout Canada to mislead consumers and induce consumers into purchasing the iPhone 16 Lineup, the iPhone 15 Pro, and the iPhone 15 Pro Max.
45. At all material times, Apple had exclusive control over the Impugned Representations and could have readily and easily stopped using them to market and sell the iPhone 16 Lineup, the iPhone 15 Pro, and the iPhone 15 Pro Max. Instead, Apple intentionally and deliberately chose to market, and continue marketing, these smartphones using the Impugned Representations.
46. At all material times, including at the time of announcing Apple Intelligence and the iPhone 16 Lineup, Apple knew, or ought to have known, that the AI features, characteristics, and capabilities it advertised (1) were not fully developed; (2) were still in early development; and (3) would not be ready for release by September 16, 2024 (to be included with the iOS 18 software update and the September 20, 2024 release of the iPhone 16 Lineup) or in the months shortly thereafter.
47. Apple disseminated the Impugned Representations widely and prominently, including through Apple's official website; Apple's authorized retailers; social media; product-demonstration videos; and extensively-aired television advertisements, including during the National Football League season and during Major League Baseball playoffs.

48. Through the use of the Impugned Representations, Apple misled thousands of Canadian consumers, including the Plaintiff, into purchasing a new smartphone they did not need and on the basis of features, characteristics, and capabilities that do not exist. It took advantage of Canadian consumers' desire to have more AI features, characteristics, and capabilities on their smartphones.
49. Despite Apple modifying its webpages for the iPhone 16 Lineup and Apple Intelligence, in or around March 2025, to state that some AI features, characteristics, and capabilities are still in development and will become available at a later date, Apple continues to market and sell the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max and has not taken appropriate action (1) to clear the false or misleading nature of the Impugned Representations or retract the Impugned Representations; or (2) to remedy the harm suffered by the Plaintiff and Class Members as a result of Apple's misconduct.

PART 2: RELIEF SOUGHT

50. The Plaintiff, on her own behalf and on behalf of all Class Members, claims:
 - (a) an order certifying this action as a multi-jurisdictional class proceeding and appointing the Plaintiff as the representative plaintiff of the Class pursuant to the *Class Proceedings Act*, RSBC 1996, c 50;
 - (b) a declaration that the Defendants, or any of them, engaged in unfair practices contrary to ss 4 and 5 of the *Business Practices and Consumer Protection Act*, SBC 2004, c 2; ss 5 and 6 of the *Alberta Consumer Protection Act*, RSA 2000, c C-26.3; s 2 of Manitoba's *The Business Practices Act*, CCSM, c B120; s 7 of the *Newfoundland and Labrador Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; s 14 of the *Ontario Consumer Protection Act, 2002*, SO 2002, c 30, Sched A; ss 2 and 3 of the *Prince Edward Island Business Practices Act*, RSPEI 1988, c B-7; articles 215, 219, and 228 of the *Quebec Consumer Protection Act*, CQLR, c P-40.1; ss 6, 7 and 8 of Saskatchewan's *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 (hereinafter collectively referred to as the "**Provincial Consumer Protection Legislation**");
 - (c) a declaration that the Defendants, or any of them, engaged in conduct contrary to s 52(1) of Part VI of the *Competition Act*, RSC 1985, c C-34;
 - (d) a declaration that the Defendants, or any of them, breached their contracts with the Plaintiff and Class Members;
 - (e) a declaration that, pursuant to the *Sale of Goods Act*, RSBC 1996, c 410, s 17(1) (and equivalent provisions of provincial sale of goods legislation, below), where

goods are sold by description, there is an implied condition that the goods will correspond with that description, and that the Defendants breached that implied condition by selling smartphones that did not correspond with the Impugned Representations:

- i. *Sale of Goods Act*, RSA 2000, c S-2, s 15;
- ii. *The Sale of Goods Act*, RSM 1987, c S10, s 15;
- iii. *Sale of Goods Act*, RSNB 2016, c 110, s 19;
- iv. *Sale of Goods Act*, RSNL 1990, c S-6, s 15(1);
- v. *Sale of Goods Act*, RSNWT 1988, c S-2, s 17(a);
- vi. *Sale of Goods Act*, RSNS 1989, c 408, s 16;
- vii. *Sale of Goods Act*, RSO 1990, c S.1, s 14;
- viii. *Sale of Goods Act*, RSPEI 1988, c S-1, s 15;
- ix. *The Sale of Goods Act*, RSS 1978, c S-1, s 15; and
- x. *Sale of Goods Act*, RSY 2002, c 198, s 14

(“Provincial Sale of Goods Legislation”);

- (f) a declaration that the Defendants, or any of them, committed the tort of negligent misrepresentation;
- (g) injunctive relief ordering the Defendants to disclose, correct, withdraw, and remedy prior false and misleading representations;
- (h) an aggregate assessment of damages in an amount to be determined before trial, including:
 - i. compensatory damages, in an amount to be determined, on account of the damages suffered;
 - ii. the full costs of any investigation in connection with the matter and of the proceedings, pursuant to s 36(1) of the *Competition Act*; and
 - iii. punitive damages in the aggregate in an amount to be determined;

- (i) the costs of administration and notice, plus applicable taxes, pursuant to ss 24 and 33(6) of the *Class Proceedings Act*;
- (j) the costs of this action on a substantial indemnity basis, plus applicable taxes;
- (k) pre-judgment interest and post-judgment interest in accordance with the *Court Order Interest Act*, RSBC 1996, c 79;
- (l) a reference to decide any issues not decided at the trial of the common issues; and
- (m) such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

BREACH OF THE PROVINCIAL CONSUMER PROTECTION LEGISLATION

- 51. Apple's use of the Impugned Representations, as described above, violated the Provincial Consumer Protection Legislation, including ss 4 and 5 of the British Columbia *Business Practices and Consumer Protection Act*.
- 52. The Plaintiff and Class Members are individuals who purchased or leased an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone for purposes that are primarily personal, family, or household, and are consumers within the meaning of s 1(1) of the British Columbia *Business Practices and Consumer Protection Act* and parallel provisions in the Provincial Consumer Protection Legislation.
- 53. Apple is in the business of selling goods (various consumer electronics, including the iPhone 16 Lineup, the iPhone 15 Pro, and the iPhone 15 Pro Max, and software) and services to consumers. It is therefore a supplier within the meaning of s 1(1) of the British Columbia *Business Practices and Consumer Protection Act* and parallel provisions in the Provincial Consumer Protection Legislation.
- 54. The Plaintiff and Class Members underwent consumer transactions with Apple, within the meaning of s 1(1) of the British Columbia *Business Practices and Consumer Protection Act* and parallel provisions in the Provincial Consumer Protection Legislation. They have consumer contracts with Apple and their relationship with Apple is governed by the British Columbia *Business Practices and Consumer Protection Act* and other Provincial Consumer Protection Legislation.

55. The British Columbia *Business Practices and Consumer Protection Act* and other Provincial Consumer Protection Legislation prohibit unfair business practices, including the making of false, deceptive, or misleading representations to a consumer¹.
56. Apple, in connection with marketing, promoting, selling, and supplying consumer goods (the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones) to the Plaintiff and Class Members, engaged in unfair practices and made false, deceptive, and misleading representations (the Impugned Representations) in direct violation of the British Columbia *Business Practices and Consumer Protection Act* and other Provincial Consumer Protection Legislation, including by:
- (a) representing to the Plaintiff and Class Members that the iPhone 16 Lineup had AI features, characteristics, and capabilities that it did not have, and may never have;
 - (b) representing to the Plaintiff and Class Members that the iPhone 16 Lineup would have certain AI features, characteristics, and capabilities by a specified time when Apple knew, or ought to have known, that the iPhone 16 Lineup would not have those AI features, characteristics, and capabilities by the specified time, if ever;
 - (c) representing to the Plaintiff and Class Members that the iPhone 15 Pro and iPhone 15 Pro Max, once updated to iOS 18, would have certain AI features, characteristics, and capabilities when it knew, or ought to have known, that the iPhone 15 Pro and iPhone 15 Pro Max would not have those AI features, characteristics, and capabilities after updating to iOS 18, if ever;
 - (d) representing to the Plaintiff and Class Members that the iPhone 15 Pro and iPhone 15 Pro Max, once updated to iOS 18, would have certain AI features, characteristics, and capabilities by a specified time when Apple knew, or ought to have known, that the iPhone 15 Pro and iPhone 15 Pro Max would not have those AI features, characteristics, and capabilities by the specified time, if ever;
 - (e) representing to the Plaintiff and Class Members that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones had uses, benefits, or qualities that they did not have;
 - (f) representing to the Plaintiff and Class Members that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones were of a particular standard or quality when they were of another;

¹ *Business Practices and Consumer Protection Act*, SBC 2004, c 2, ss 4-5.

- (g) misleading the Plaintiff and Class Members about the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones' utility and performance;
 - (h) advertising the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones, to the Plaintiff and Class Members, with the intent not to sell them as advertised; and
 - (i) failing to mention, in its representations to the Plaintiff and Class Members, important facts, including that the AI features, characteristics, and capabilities it advertised were still in early development and would not be ready for release by September 16, 2024 (to be included in the iOS 18 software update), by September 20, 2024 (to be included with the iPhone 16 Lineup), or in the months shortly thereafter.
57. The Impugned Representations that Apple made about the iPhone 16 Lineup, the iPhone 15 Pro, the iPhone 15 Pro Max, and their AI capabilities were false and misleading and in violation of the Provincial Consumer Protection Legislation, including ss 4 and 5 of the British Columbia *Business Practices and Consumer Protection Act*, given that Apple made these representations when it knew, or ought to have known, the following:
- (a) that the AI features, characteristics, and capabilities it advertised as being present in the iPhone 16 Lineup, and in the iPhone 15 Pro and iPhone 15 Pro Max once updated to iOS 18, were not fully developed;
 - (b) that the AI features, characteristics, and capabilities it advertised as being present in the iPhone 16 Lineup, and in the iPhone 15 Pro and iPhone 15 Pro Max once updated to iOS 18, were still in early development;
 - (c) that the AI features, characteristics, and capabilities it advertised as being present in the iPhone 16 Lineup, and in the iPhone 15 Pro and iPhone 15 Pro Max once updated to iOS 18, would not be ready for release by September 16, 2024 (to be included in the iOS software update), by September 20, 2024 (to be included with the iPhone 16 Lineup), or in the months shortly thereafter; and
 - (d) that the Impugned Representations were false, deceptive, and misleading and would likely deceive consumers.
58. Apple does not have any reasonable basis for the Impugned Representations made in its Marketing Campaign for the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones.

59. Despite having no reasonable basis for the Impugned Representations, and despite knowing that its iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones did not, and do not, possess the AI features, characteristics, and capabilities that Apple advertised, Apple intentionally advertised and marketed these smartphones with the Impugned Representations to mislead consumers, including the Plaintiff and Class Members.
60. The Plaintiff and Class Members relied upon the Impugned Representations in deciding to purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone. The Impugned Representations were a material factor in their decision to purchase or lease the smartphone. Any reasonable consumer would consider the iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone's AI features, characteristics, and capabilities important in deciding whether to purchase or lease it.
61. The Plaintiff and Class Members would not have purchased or leased an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone, or would not have paid as much for it, had Apple not made the Impugned Representations and/or had the Plaintiff and Class Members otherwise known that the Impugned Representations were not true (i.e., that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones did not contain the advertised AI features, characteristics, and capabilities).
62. As a result of the breaches of the Provincial Consumer Protection Legislation, including the British Columbia *Business Practices and Consumer Protection Act*, the Plaintiff and the Class Members suffered damages.

BREACH OF THE COMPETITION ACT

63. Apple's use of the Impugned Representations, as described above, violated the *Competition Act*.
64. The *Competition Act* applies to business transacted in Canada. Apple's products, including its iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones, are "products" within the meaning of ss 2 and 52 of the *Competition Act*.
65. The *Competition Act* prohibits false or misleading representations.
66. At all material times, for the purpose of promoting the iPhone 16 Lineup, the iPhone 15 Pro, the iPhone 15 Pro Max, and/or Apple's business interests, Apple knowingly or recklessly made false and/or materially misleading representations to the Canadian public, including to the Plaintiff and Class Members, regarding the iPhone 16 Lineup, the iPhone 15 Pro, the iPhone 15 Pro Max, and their AI features, characteristics, and capabilities (the Impugned Representations), contrary to ss 52(1) of the *Competition Act*, including by:

- (a) representing to the public, including to the Plaintiff and Class Members, that the iPhone 16 Lineup had AI features, characteristics, and capabilities that it did not have, and may never have;
- (b) representing to the public, including to the Plaintiff and Class Members, that the iPhone 16 Lineup would have certain AI features, characteristics, and capabilities by a specified time when Apple knew, or ought to have known, that the iPhone 16 Lineup would not have those AI features, characteristics, and capabilities by the specified time, if ever;
- (c) representing to the Plaintiff and Class Members that the iPhone 15 Pro and iPhone 15 Pro Max, once updated to iOS 18, would have certain AI features, characteristics, and capabilities when it knew, or ought to have known, that the iPhone 15 Pro and iPhone 15 Pro Max would not have those AI features, characteristics, and capabilities after updating to iOS 18, if ever;
- (d) representing to the Plaintiff and Class Members that the iPhone 15 Pro and iPhone 15 Pro Max, once updated to iOS 18, would have certain AI features, characteristics, and capabilities by a specified time when Apple knew, or ought to have known, that the iPhone 15 Pro and iPhone 15 Pro Max would not have those AI features, characteristics, and capabilities by the specified time, if ever;
- (e) representing to the Plaintiff and Class Members that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones had uses, benefits, or qualities that they did not have;
- (f) representing to the public, including to the Plaintiff and Class Members, that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones were of a particular standard or quality when they were of another;
- (g) misleading the public, including the Plaintiff and Class Members, about the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones' utility and performance;
- (h) advertising the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones to the public, including to the Plaintiff and Class Members, with the intent not to sell them as advertised; and
- (i) failing to adequately disclose material information to consumers concerning the AI features, characteristics, and capabilities of the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones, including that the AI features, characteristics,

and capabilities it advertised were still in early development and would not be ready for release by September 16, 2024 (to be included with the iOS 18 software update), by September 20, 2024 (to be included with the iPhone 16 Lineup), or in the months shortly thereafter.

67. Apple intentionally and deliberately used the Impugned Representations to artificially inflate demand for, and the price of, the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones, and to cause the Plaintiff and Class Members to purchase and/or lease one of these smartphones.
68. Apple knowingly and intentionally concealed, and continues to conceal, that the iPhone 16 Lineup, and iPhone 15 Pro and iPhone 15 Pro Max once updated to iOS 18, do not have, and may never have, the AI features, characteristics, and capabilities that Apple had advertised. The Plaintiff and Class Members did not know, nor could they have known through the exercise of reasonable diligence, that Apple's Impugned Representations were false and misleading, as the Plaintiff and Class Members do not have any specialized knowledge regarding artificial intelligence or smartphone software and are not personally familiar with the technology behind the iPhone 16 Lineup, the iPhone 15 Pro, and the iPhone 15 Pro Max, or their design and manufacturing.
69. The Plaintiff and Class Members relied upon the Impugned Representations in deciding to purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone and suffered damages as a result of that reliance.
70. The Plaintiff and Class Members seek recovery of damages and full costs under s 36(1) of the *Competition Act* as a result of the violation of s 52(1) of the *Competition Act*.
71. In addition to ss 52(1) and 36(1) of the *Competition Act*, the Plaintiff and Class Members plead and rely upon ss 52(1.1) and 52(2) of the *Competition Act*.

BREACH OF CONTRACT

72. When the Plaintiff and Class Members purchased or leased their iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone, they agreed to Apple's Terms and Conditions of Sale. Apple's Terms and Conditions of Sale is a contract between the purchaser/lessee (the Plaintiff or Class Member) and Apple (hereinafter the "**Contract**").
73. The Plaintiff and Class Members plead that the Impugned Representations, as described above, as statements and advertisements made by Apple or its representatives about the goods provided (the iPhone 16 Lineup, the iPhone 15 Pro, and iPhone 15 Pro Max smartphones) are implied terms of the Contract between them and Apple for the purchase

or lease of the smartphone. As such, the Impugned Representations are binding on Apple as if they were terms of the Contract.

74. Apple breached its contractual obligations with the Plaintiff and Class Members by failing to provide iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones that conform to Apple's advertising (i.e., by not providing iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones with the advertised AI features, characteristics, and capabilities).
75. The Plaintiff and Class Members plead that Apple's false and misleading representations, prohibited business practices, and conduct amount to a breach of the contractual obligations Apple owed to the Plaintiff and Class Members, and that as a result of that breach, the Plaintiff and Class Members suffered damages in an amount to be determined at trial.
76. The Plaintiff and Class Members plead that it was foreseeable that they would suffer damages as a result of Apple's breach of its contractual obligations.

BREACH OF PROVINCIAL SALE OF GOODS LEGISLATION

77. The iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones are "goods" within the meaning of the British Columbia *Sale of Goods Act* and equivalent Provincial Sale of Goods Legislation. The Plaintiff and Class Members acquired these goods from the Defendants during the Class Period.
78. The Defendants marketed and sold the smartphones by description, including through the Marketing Campaign and the Impugned Representations describing the presence, availability, and functionality of Apple Intelligence and the AI-enhanced Siri features. Those representations formed part of the description of the goods for the purposes of the Provincial Sale of Goods Legislation.
79. Pursuant to s 17(1) of the British Columbia *Sale of Goods Act* (and equivalent provisions in the other Provincial Sale of Goods Legislation), there is an implied condition that goods sold by description will correspond with that description. The Defendants breached this implied condition because the smartphones did not include, and could not perform, the advertised Apple Intelligence and AI-enhanced Siri capabilities during the Class Period.
80. As a result, the Plaintiff and Class Members have suffered loss and damage and are entitled to damages and other relief under the Provincial Sale of Goods Legislation, including damages reflecting the difference between the value of the goods as delivered and the value they would have had if they had corresponded with their description, including the price premium paid.

NEGLIGENT MISREPRESENTATION

81. Apple's use of the Impugned Representations, as described above, constitutes negligent misrepresentation.
82. At all material times, Apple was in a proximate and special relationship with the Plaintiff and Class Members by virtue of, amongst other things:
 - (a) Apple designing, developing, and manufacturing the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones;
 - (b) Apple marketing, distributing, supplying, and selling the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones in Canada;
 - (c) Apple's asymmetrical knowledge of what AI features, characteristics, and capabilities the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones did or did not have, and would or would not have;
 - (d) the Plaintiff and Class Members not being able to reasonably verify the truth of the Impugned Representations before purchasing an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone; and
 - (e) Apple making the Impugned Representations with the intention and knowledge that the Plaintiff and Class Members would rely upon them in their decisions to purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone.
83. Apple intended the Plaintiff and Class Members to rely on the Impugned Representations. It was reasonably foreseeable that the Plaintiff and Class Members would rely, to their detriment, on the Impugned Representations when purchasing the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones and would suffer damages.
84. It was reasonable for the Plaintiff and Class Members to rely on the Impugned Representations in deciding whether to purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone. There was nothing to indicate to the Plaintiff and Class Members that the Defendants were not assuming responsibility for what they were representing about the AI features, characteristics, and capabilities of these smartphones. Apple made the Impugned Representations in an unqualified manner, without making any relevant *caveats*.
85. As such, at all material times, Apple owed a duty of care to the Plaintiff and Class Members to ensure that the representations it made to them regarding the AI features, characteristics,

and capabilities of the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones were not false, deceptive, or misleading.

86. As described above, the Impugned Representations were false, deceptive, and misleading. In its Marketing Campaign, Apple falsely advertised and misrepresented to the Plaintiff and Class Members that the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones would have certain AI features, characteristics, and capabilities, that they did not, and do not, have.
87. At all material times, Apple knew, or ought to have known, that its Impugned Representations were false, deceptive, and misleading to the Plaintiff and Class Members.
88. At all material times, Apple knew that the Impugned Representations were material to consumers, including to the Plaintiff and Class Members. Apple knew that consumers are increasingly seeking smartphones with more AI features, characteristics, and capabilities, and that the Impugned Representations were likely to influence whether the Plaintiff and Class Members would purchase or lease an iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphone and/or the price that they would be willing to pay for it.
89. The Plaintiff and Class Members reasonably relied on Apple's Impugned Representations in making their purchasing decisions.
90. But for Apple's Impugned Representations, the Plaintiff and Class Members would not have purchased or leased an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone or would have paid less for it.
91. Had the Plaintiff and Class Members been aware that the Impugned Representations were false, deceptive, and misleading, they would not have purchased or leased an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone or would have paid less for it.
92. As a result of relying on Apple's Impugned Representations, the Plaintiff and Class Members suffered damages.

DAMAGES

93. The Defendants are jointly and severally liable for the damages as claimed herein, which are direct, foreseeable, and proximate, and either were, or ought to have been, within the Defendants' contemplation at all material times.
94. As a direct and proximate result of the Defendants' conduct as described here, the Plaintiff and Class Members were harmed and suffered damages. These damages include, but are not limited to:

- (a) paying a price premium to purchase an iPhone 16 Lineup, iPhone 15 Pro, or iPhone 15 Pro Max smartphone, in that the Plaintiff and Class Members paid more than they would have in the absence of the Impugned Representations; and
 - (b) purchasing iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones that they would not have purchased.
95. The Plaintiff and Class Members also claim punitive damages. As described above, the Defendants' overall conduct while making the Impugned Representations and afterwards, was, and continues to be, malicious, reckless, careless, deliberate, fraudulent, oppressive, and with disregard for the Plaintiff's and Class Members' rights and to Apple's obligations.
96. The Defendants knew, or ought to have known, that they were making false and misleading representations to the Plaintiff and Class Members for the Defendants' own financial benefit and to promote the Defendants' business interests. They acted with the intent to cause the Plaintiff and Class Members to pay for products that they were not, in fact, receiving.
97. The Defendants willfully and knowingly disregarded the rights of the Plaintiff and Class Members, as the Defendants were, at all times, aware of the probable consequences of their conduct and deliberately failed to avoid misleading the Plaintiff and Class Members.
98. The Defendants intentionally misrepresented and/or concealed material facts with the intent to deceive the Plaintiff and Class Members. The Defendants' conduct was sufficiently reprehensible so as to justify an award of punitive damages.

Plaintiff's address for service:

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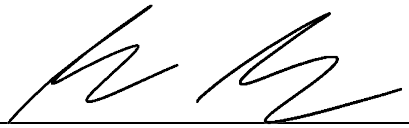
Place of trial:

Vancouver, British Columbia

The address of the registry is:

Law Courts, 800 Smithe Street
Vancouver, BC V6Z 2E1

Dated: May 21, 2026



Signature of counsel for the Plaintiff
SABRINA LOMBARDI
ALEXIA MAJIDI
SERENA CHEONG

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

Form 11

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The Plaintiff claims the right to serve this pleading on all of the Defendants outside British Columbia on the grounds that it concerns:

section 10(e)(i) “contractual obligations” that “to a substantial extent, were to be performed in British Columbia”;

section 10(e)(iii) contracts “for the purpose of property, services or both, for use other than in the course of the purchaser’s trade or profession” and resulting “from a solicitation of business in British Columbia by or on behalf of the seller”;

section 10(g) “a tort committed in British Columbia”;

section 10(h) “a business carried on in British Columbia”; and

section 10(i) “a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia”

of the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The action is a proposed multi-jurisdictional class action alleging that the Defendants, Apple Inc. and Apple Canada Inc., made false, deceptive, and misleading representations regarding the AI features, characteristics, and capabilities of the iPhone 16 Lineup, iPhone 15 Pro, and iPhone 15 Pro Max smartphones so as to induce the Plaintiff and Class Members into purchasing them. The action alleges breach of provincial consumer protection legislation, breach of the *Competition Act*, breach of contract, and negligent misrepresentation.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident;
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate);
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law

- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

1. *Business Practices and Consumer Protection Act*, SBC 2004, c 2.
2. *Class Proceedings Act*, RSBC 1996, c 50.
3. *Competition Act*, RSC 1985, c C-34.
4. *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2.
5. *Court Order Interest Act*, RSBC, c 79.
6. Manitoba's *The Business Practices Act*, CCSM, c B120.
7. *Sale of Goods Act*, RSA 2000, c S-2.
8. *Sale of Goods Act*, RSNB 2016, c 110, s 19.
9. *Sale of Goods Act*, RSNL 1990, c S-6, s 15(1).
10. *Sale of Goods Act*, RSNS 1989, c 408, s 16.
11. *Sale of Goods Act*, RSNWT 1988, c S-2, s 17(a).
12. *Sale of Goods Act*, RSO 1990, c S.1, s 14.
13. *Sale of Goods Act*, RSPEI 1988, c S-1, s 15.
14. *Sale of Goods Act*, RSY 2002, c 198, s 14.
15. Saskatchewan's *The Consumer Protection and Business Practices Act*, RSNS 1989, c 92.
16. *The Alberta Consumer Protection Act*, RSA 2000, c C-26.3.
17. *The Newfoundland and Labrador Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1.
18. *The Ontario Consumer Protection Act, 2002*, SO 2002, c 30, Sch A.
19. *The Prince Edward Island Business Practices Act*, RSPEI 1988, c B-7.
20. *The Quebec Consumer Protection Act*, CQLR, c P-40.1.
21. *The Sale of Goods Act*, RSM 1987, c S10, s 15.
22. *The Sale of Goods Act*, RSS 1978, c S-1, s 15.