No. *Court File No.* ***VLC-S-S-250693***
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

[redacted] PATTERSON

PLAINTIFF

and

APPLE INC.
APPLE CANADA INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

(APPLE – Privacy Breach)

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 reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

THE PLAINTIFF'S CLAIM

PART 1: STATEMENT OF FACTS

Overview

1. Plaintiff wishes to institute a class action on behalf of the following class, of which he is a member, namely:

> All persons resident in Canada, excluding Quebec, who are current or former owners or purchasers of an Apple Siri Device, or members of their household, and whose confidential or private communications were obtained by Apple and/or shared with third parties by Apple without their consent from October 12, 2011 to the present day.

2. This case pertains to the Defendants Apple Inc. and Apple Canada Inc.'s ("Apple") invasions of Siri users' privacy and unauthorized transfer of personal information to third-party entities. In particular, Apple has unlawfully and intentionally recorded Class Members' confidential communications via the Siri voice-recognition software and transferred them to third parties.

3. Siri is a voice-recognition software preloaded by Apple on Apple-manufactured devices, including the Apple iPhone, Apple Watches, iPad tablets, HomePod smart speakers, AirPod headphones, iMac computers, and MacBook laptops ("Siri Devices"). Siri records users' vocal prompts and responds to them based on information available on the internet.

4. Users of Siri have discovered that Siri is routinely triggered by accidental activations when users neither expect nor intend it to be listening and subsequently records voice conversations that include the Siri user.

5. Siri users also discovered that Apple discloses these accidentally-recorded conversations to third parties – including contractors and advertisers – as part of what it identifies as a "quality improvement program".

6. Apple's practices have therefore resulted in direct, pervasive, and deeply concerning invasions of privacy engaging its liability.

7. The significant legally-cognizable injuries suffered by Plaintiff and Class Members are the direct and proximate result of the Defendants' faults and otherwise unlawful conduct.

8. Apple is therefore liable to compensate Plaintiff and Class Members for injuries they incurred.

9. Apple is also liable to pay punitive damages to Plaintiff and Class Members for the intentional invasions of their privacy.

10. The Defendants' unlawful acts violated and continue to violate the *Privacy Act*, R.S.B.C. 1996, c. 373, the Consumer Protection Act, and Part VI of the *Criminal Code*.

The Parties

11. Defendant Apple Inc. is an American multinational technology company headquartered in Cupertino, California and incorporated under the laws of Delaware. Apple specializes in consumer electronics, software, and services, and is the world's largest technology company in the world by revenue, generating US $391.04 billion in 2024.

12. Defendant Apple Canada Inc. is a business corporation constituted under Ontario's *Business Corporations Act*, R.S.O. 1990, c. B.16. Apple Canada Inc. is a wholly-owned subsidiary of Apple Inc.

13. Defendant Apple Canada Inc. operates as Apple Inc.'s corporate alter ego in Canada such that they are neither separate nor independent. Apple Canada Inc. is directly controlled by Apple Inc., which directs Apple Canada Inc.'s operations and corporate policies.

14. All Defendants have either directly or indirectly derived substantial revenue from the sale of Apple products and Siri Devices including significant revenue derived from the sale products of disseminated, sold and purchased in British Columbia.

15. In light of the foregoing, all Defendants are solidarily liable for the acts and omissions of the other.

16. Plaintiff is a resident of Burnaby, British Columbia. At all times relevant to the present class action, Plaintiff owned Siri Devices, including an iPhone.

17. Plaintiff has used the Siri voice recognition repeatedly throughout the Class Period.

18. Until the public revelations of Apple's misconduct, Plaintiff was unaware that the Defendants were and continue to be engaged in collecting, compiling, storing, and/or dissemination of personal and private information and communications and disclosing it to third parties.

19. Plaintiff brings this claim on his own behalf and on behalf of all person resident in Canada, excluding Quebec, who are current or former owners or purchasers of an Apple Siri Device, or members of their household, and whose confidential or private communications were obtained by Apple and/or shared with third parties by Apple without their consent from October 12, 2011 to the present day ("**Class**", "**Class Members**" and "**Class Period**").

Background

20. Apple is one the world's biggest technology company by revenue, designing and manufacturing internet technology devices used by consumers worldwide.

21. Siri is a voice-activated "intelligent assistant" software designed and developed by Apple that is activated by, and responds to, voice prompts made by its users based on information it gathers from the Internet. Among other things, Siri provides users with information in response to questions, and can play music, set alarms, timers, and reminders and control other internet-connected home devices.

22. Siri is connected to a microphone or other audio capturing technology manufactured by Apple that "hears" the voice prompts and provides a response or other information to each voice prompt using information available on the internet. For example, a Siri user may ask: "Hey Siri, what is the temperature outside at this moment?" Siri would, for example, respond: "It is currently minus three degrees Celsius."

23. Apple preloads Siri on Apple-manufactured devices, including the Apple iPhone, Apple Watches, iPad tablets, HomePod smart speakers, AirPod headphones, iMac computers, and MacBook laptops ("Siri Devices").

24. Siri contains a built-in speech recognizer that identifies when the phrase "Hey Siri" is uttered, which then activates it. Once activated, the Siri Devices transmits the subsequently recorded audio to Apple for analysis, the purpose of which is to respond to user directions issued after the wake phrase.

25. Siri Devices are represented by Apple as only recording conversations or voice prompts preceded by the phrase "Hey Siri" – known as a "wake phrase – or through specific physical prompts, such as the pressing of a button on a Siri device for a set amount of time.

26. Initially, Apple's Terms of Service provided the following regarding Siri:

> When you use Siri, the things you say will be recorded and sent to Apple to process your requests. Your device will also send Apple other information, such as your first name and nickname; the names, nicknames, and relationship with you (e.g., "my dad") of your address book contacts; and song names in your collection (collectively, your "User Data"). All of this data is used to help Siri understand you better and recognize what you say. It is not linked to other data that Apple may have from your use of other Apple services. **By using Siri, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of this information, including your voice input and User Data, to provide and improve Siri and other Apple products and services[.]** (emphasis in original).

27. Apple later removed this language from its Terms of Service for the iOS9 version of its operating system, instead covering the use of user data in its general privacy policy, which provides in relevant part:

> We may collect and store details of how you use our services, including search queries. This information may be used to improve the relevancy of results provided by our services. Except in limited instances to ensure quality of our services over the Internet, such information will not be associated with your IP address.
>
> With your explicit consent, we may collect data about how you use your device and applications in order to help app developers improve their apps.

28. In July 2018 the United States Congress sent a letter to Apple containing several questions pertaining to how Apple consumer data protection practices. Apple's response included the statement "[w]e believe privacy is a fundamental human right" and provided answers to the questions posed in Congress' letter. Apple's responses to Question(s) 9 and 10, provided below, are particularly relevant:

Question 9: Do Apple's iPhone devices have the capability to listen to consumers without a clear, unambiguous audio trigger?

Apple's Response to Question 9: iPhone doesn't listen to consumers except to recognize the clear, unambiguous audio trigger "Hey Siri[.]"

Question 9(a): If [Apple's answer to Question 9 is] yes, how is this data used by Apple? Please describe any use or storage of these data.

Apple's Response to Question 9(a): iPhone doesn't listen to consumers, except to recognize the clear, unambiguous audio trigger "Hey Siri." As describe above, the on-device speech recognize runs in a short bugger and doesn't record audio or send audio to the Siri app if "Hey Siri" isn't recognized.

Question 10: Do Apple's iPhone devices collect audio recordings of users without consent?

Apple's Response to Question 10: No.

29. These representations have proved to be false.

30. Apple's Siri software surreptitiously records the personal communications and information of Class Members without their knowledge and consent and subsequently the communications and information to third parties.

Summary of Problematic Practices Giving Rise to the Present Proposed Class Action

31. On July 26, 2019, news outlet The Guardian – citing an anonymous whistleblower – reported that Siri Devices regularly record the private communications and conversations of individuals where no "wake phrase" has been uttered and no button has been pushed, and this, without the knowledge or consent of users and/or members of their household.

32. The content of unauthorized recordings made by Siri Devices include confidential conversations between doctors and patients, business deals, and the recordings of persons having sex. These recordings are furthermore accompanied by user data including contact details, location, and app data, which can then readily be used to identify the persons whose conversations were recorded and other participants thereto.

33. Apple's representations to the US Congress that Siri only becomes activated by way of the wake phrase "Hey Siri" or by pressing a button has therefore been shown to be false, as Siri becomes activated by nearly anything, including the sound of a zipper, or persons raising their arms and speaking in proximity to a Siri Device. This results in Siri recording everything within range and sending it to Apple's servers.

34. Despite the regularity of Siri's accidental triggering – a design flaw entirely attributable to Apple – Apple has no process or system in place to address accidental recordings and the concomitant deleterious impacts on users' privacy.

35. The Guardian also reported that Apple had hired third-party contractors to review recordings made by Siri Devices and that many of the reviewed recordings concerned personal and private communications recorded without users' knowledge or consent.

36. The third parties reviewed the communications and graded them on a variety of factors including whether the activation of Siri was deliberate or accidental.

37. Apple acknowledged its practices and claimed as follows:

> A small portion of Siri requests are analysed to improve Siri and dictation. User requests are not associated with the user's Apple ID. Siri responses are analysed in secure facilities and all reviewers are under the obligation to adhere to Apple's strict confidentiality requirements.

38. The Defendants' egregious data collection, retention, and third-party disclosure practices also adversely impact Class Members who are not Siri Device owners, but rather reside with, or have visited the households of Class Members who are Siri Device owners.

39. Class Members were entirely unaware of the Defendant's surreptitious and non-consensual collection of personal communications and conversations or of their subsequent disclosure to third-party contractors.

40. Class Members who purchased or used Siri Devices and/or interacted with the Siri software never consented to Apple recording conversations not preceded by the utterance of the "wake phrase" "Hey Siri" or where they did put one or more buttons on their phone with the specific intent of activating the Siri software. As well, Class Members under the age of eighteen who did not purchase Apple products or install them in their households did not consent to any of the recordings – nor were they ever made aware or given an opportunity to provide prior and informed consent.

41. Importantly, Apple was at all relevant times aware that unauthorized recordings are common on Siri but nevertheless continued to require its human reviewers with determining whether Siri was deliberately activated.

42. Apple has sold millions of Siri Devices to consumers in British Columbia and the rest of Canada during the Class Period. M any – if not all – of these consumers would never have purchased Siri Devices had they been aware that Apple would be recording their conversations and thereby collecting their personal information without their knowledge or consent.

43. As a result of Apple's unauthorized practices mentioned herein, Plaintiff and Class Members have been deprived by suffering an egregious legally-cognizable and compensable loss and violation of privacy, which also has an economic value to them and to the Defendants.

44. Apple's actions were unconscionable. In circumstances in which Apple completely controls the operation of the Siri software, and where users reasonably intend and expect the software to only record statements made after the utterance of a "wake phrase," Apple took advantage of its position of power over users to exploit them and benefit itself. Apple took advantage of the inability of users, including Plaintiff and Class Members, to protect their own interests because of ignorance or inability to understand the existence, nature or character of surreptitious collection and third-party disclosure of personal information.

45. Apple's actions breached the *Privacy Act*, RSBC 1996, c 373, and the *Criminal Code*, sections 184(1), 184.5, 191(1), 193(1), 402.1 and 402.2(2).

46. Apple's gross violations of privacy negate any justification, which is denied, for the surreptitious and non-consensual recording of Class Members' and third-party disclosure of surreptitiously recorded conversations and personal information.

47. Considering the deliberately secretive and clandestine nature of Apple's conduct, additional evidence corroborating the allegations made herein will be identified once the discovery process commences.

PART 2 – RELIEF SOUGHT

48. An order certifying this action as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c 50;

49. Statutory damages for breaches of s. 1 of the *Privacy Act*, RSBC 1996, c 373 and analogous provincial and territorial legislation;

50. Statutory damages for breaches of s. 5 and/or 8 of the *Business Practices and Consumer Protection Act*, SBC 2004, chapter 2 and analogous provincial and territorial legislation;

51. Damages for the tort of intrusion upon seclusion;

52. Punitive damages;

53. An injunction to restrain the impugned practice by the Defendants;

54. Interest under the *Court Interest Act*, RSBC 1996, c. 79;

55. Such further and other relief as this Honourable Court may deem just.

PART 3 – LEGAL BASIS

56. Plaintiff pleads and relies on the *Class Proceedings Act*, the *Privacy Act*, and the *Criminal Code*.

Privacy Act

57. The *Privacy Act*, RSBC 1996, c 373, s. 1 creates a tort, actionable without proof of damage, where a person, wilfully and without a claim of right, violates the privacy of another.

58. Apple's acts as set out above constitute "eavesdropping or surveillance" on Class Members within the meaning of the *Privacy Act*, s. 1(4).

59. In particular, Apple has been and continues to collect, compile, store, and/or disseminate the personal information and communications of Siri Devices without their knowledge and consent by activating the Siri software without prior notice to Class Members and in circumstances in which Class Members reasonably expect will not be activated.

60. Apple compounds its egregious violations of privacy by disseminating or otherwise disclosing the personal information and communications collected without knowledge or consent to third parties – again, without Class Members' knowledge or consent.

61. Subsection 1(4) is not exhaustive in defining violations of privacy.

62. Plaintiff and Class Members resident in British Columbia are entitled to statutory damages as a result of the Defendants' breaches under the *Privacy Act*, s. 1.

63. Class Members resident in Manitoba, Newfoundland and Labrador, and Saskatchewan are also entitled to statutory damages, as the *Privacy Act*, CCSM c. P125 (section 2); the *Privacy Act*, RSNL 1990, c. P-22 (section 3), and the *Privacy Act*, RSS 1978, c. P-24

(section 2) respectively also provide for a tort actionable without proof of damage for a person, wilfully, and without claim of right, to violate the privacy of another.

Business Practices and Consumer Protection Act

64. Part 2 of the *Business Practices and Consumer Protection Act*, SBC 2004, chapter 2 prohibits "Deceptive Acts or Practices" (Division 1) and "Unconscionable Acts or Practices" (Division 2). Section 171(1) provides for a right of action for any person who has suffered damage or loss due to the contravention of the Act by a "supplier… who engaged in or acquiesced in the contravention that caused the damage or loss."

65. The Defendants are, individually and collectively, "suppliers" under the Act. Section 1 of the Act defines "supplier" as follows:

> **"supplier"** means a person, whether in British Columbia or not, who in the course of business participates in a consumer transaction by
>
> (a) supplying goods or services or real property to a consumer, or
>
> (b) soliciting, offering, advertising or promoting with respect to a transaction referred to in paragraph (a) of the definition of "consumer transaction",

66. Paragraph (a) of the definition of "consumer transaction" reads as follows: "(a) a supply of goods or services or real property by a supplier to a consumer for purposes that are primarily personal, family or household".

67. In essence, each Defendant individually and collectively as each other's agents and alter egos "participates in a consumer transaction" by "soliciting, offering, advertising or promoting" the "supply of goods," namely, Siri Devices. Apple is also engaged in "supplying the goods" herein mentioned.

68. As the definition makes also clear, the Act applies to Apple Inc. and Apple Canada Inc. as it applies to a person "whether in British Columbia or not"

69. The Defendants have individually and collectively violated the Act by engaging in or acquiescing in Unfair Practices identified in Part 2 thereof – namely, Deceptive Acts or Practices identified in Division 1 and/or Unconscionable Acts or Practices listed in Division 2.

70. Section 4(1) of the Act defines "deceptive act or practice" to "mean[], in relation to a consumer transaction":

> (a) an oral, written, visual, descriptive or other representation by a supplier, or
>
> (b) any conduct by a supplier
>
> that has the capability, tendency or effect of deceiving or misleading a consumer...

71. In turn, the term "representation" is non-exhaustively defined in s. 4(1) to "include[] any term or form of a contract, notice or other document used or relied on by a supplier in connection with a consumer transaction" and s. 4(2) specifies that "[a] deceptive act or practice by a supplier may occur before, during or after the consumer transaction."

72. The non-exhaustive list of representations enumerated in s. 4(3) and prohibited under s. 5(1) as Unfair Acts or Practices includes the following:

> (a) a representation by a supplier that goods or services
>
> […]
>
> (i) have sponsorship, approval, performance characteristics, accessories, ingredients, quantities, components, uses or benefits that they do not have,
>
> (ii) are of a particular standard, quality, grade, style or model if they are not,
>
> […]
>
> (b) a representation by a supplier

[…]

> (v) that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading (emphasis added)

73. Section 9(1) prohibits committing or engaging in "an unconscionable act or practice in respect of a consumer transaction." Section 8(1) specifies that such "act or practice by a supplier may occur before, during, or after the consumer transaction." Importantly, the definition of "unconscionable acts or practices" is not exhaustive but instead involves a contextual assessment in which "a court must consider all of the surrounding circumstances of which the supplier knew or ought to have known" (s. 8(2)), which include, but are not limited to the non-exhaustive circumstances listed in s. 8(3). The listed circumstances most pertinent to the present proposed class proceeding are

> […]
>
> (c) that the supplier took advantage of the consumer or guarantor's inability or incapacity to reasonably protect the consumer or guarantor's own interest because of physical or mental infirmity, ignorance, illiteracy, age or inability to understand the character, nature, or language of the consumer transaction, or any other matter related to the transaction;
>
> […]
>
> (e) that the terms or conditions on, or subject to, which the consumer entered into the consumer transaction were so harsh or adverse to the consumer as to be inequitable;

74. The Defendants have individually and collectively violated the Act by engaging in or acquiescing in Unfair Practices identified in Part 2 thereof – namely, Deceptive Acts or Practices identified in Division 1 and/or Unconscionable Acts or Practices listed in Division 2 – by taking advantage of Class Members' unawareness of Siri's accidental activation to surreptitiously record personal communications and conversations containing personal information and subsequently disclosing them to third parties without Class Members' knowledge or consent.

75. The Defendants' intentional withholding, misrepresentations and/or omissions of key information pertaining to their data collection, retention, and disclosure practices – as well

the misleading effects of said practices – constitute the core of their Deceptive and/or Unconscionable Acts or Practices.

76. Note that s. 5(2) involves a reversal of the burden of proof on the supplier: "If it is alleged that a supplier committed or engaged in a deceptive act or practice, the burden of proof that the deceptive act or practice was not committed or engaged in is on the supplier." As a result, it falls upon the Defendants to individually and collectively establish on a balance of probabilities that they did not engage in Deceptive Acts and/or Practices.

77. Defendants' conduct is especially egregious in light of their representations to the U.S. Congress and in their Privacy Policy that Apple does not collect personal information and communications via Siri absent the express prior and informed consent of Siri Device users and others in their vicinity.

78. A reversal of the burden of proof also operates under s. 9(2): "If it is alleged that a supplier committed or engaged in an unconscionable act or practice, the burden of proof that the unconscionable act or practice was not committed or engaged in is on the supplier."

79. Plaintiff and Class Members respectively and collectively suffered legally cognizable and compensable damages and/or losses due to the Defendants engaging in or acquiescing in the Unfair and/or Unconscionable Acts or Practices that caused said damages and/or losses.

80. Damages for the damage or losses arising from the Defendants' contraventions of the Act are therefore recoverable under s. 171(1).

81. Class Members situated in provinces and territories other than British Columbia rely on analogous provisions in provincial and territorial consumer protection and/or business practices legislation.

Tort of Intrusion Upon Seclusion

82. The Defendants committed the tort of intrusion upon seclusion, a common law tort actionable without proof of harm and that is crystallized when a defendant:

    a. intentionally or recklessly;
    b. invades a plaintiff's private affairs or concerns;
    c. without lawful justification;
    d. where a reasonable person would regard the invasion as highly offensive, causing distress, humiliation or anguish.

83. Apple committed the tort of intrusion upon seclusion by collecting, compiling and storing personal communications and information of Class Members without their knowledge or consent, and subsequently disclosing said communications and information to third parties without the knowledge or consent of Class Members.

84. The Defendants intentionally, or at a minimum recklessly, invaded the private affairs or concerns of the Class Members.

85. The Defendants' actions were without lawful justification.

86. A reasonable person would regard the invasion as highly offensive, causing distress, humiliation or anguish.

87. Class Members are entitled to damages as a result of the Defendants' tortious acts.

Punitive Damages

88. The Defendants' misconduct as described above, was malicious, oppressive and highhanded, and markedly departed from ordinary standards of decent behaviour. The Defendants repeatedly and egregiously violated the trust and security of Class Members.

89. The Defendants did it deliberately, knowing that they did not obtain Class Members' consent and deliberately attempted to conceal their wrongdoing.

90. The Defendants' actions offend the moral standards of the community and warrant this Honourable Court’s condemnation. An award of punitive damages should therefore be ordered.

Joint and Several Liability

91. The Defendants are jointly and severally liable for the acts of each of them.

Injunction

92. Plaintiff and Class Members are entitled to an injunction under the *Law and Equity Act*, RSBC 1996, c 253 to restrain this conduct by the Defendants now and into the future.

Discoverability

93. Plaintiff and Class Members could not reasonably have known that they sustained injury, loss or damage as a consequence of the Defendants’ actions.

94. Alternately, Plaintiff and Class Members plead and rely on postponement and discoverability under the *Limitation Act*, SBC 2012, c 13, s. 8.

95. In addition, the Defendants, willfully concealed the surreptitious and non-consensual recording and disclosure of Class Members’ personal and private communications and information, and that this was caused or contributed to by the Defendants' acts or omissions. Plaintiff and Class Members rely on *Pioneer Corp. v. Godfrey*, 2019 SCC 42 and the *Limitation Act*, s 21(3).

Service on Out-of-Province Defendants

96. Plaintiff and Class Members have the right to serve this Notice of Civil Claim on the Defendants pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c

28, s 10 (CJPTA), because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

a. a tort committed in British Columbia (CJPTA, s. 10(g)); and
b. a business carried on in British Columbia (CJPTA, s. 10(h))

97. An action under the Privacy Act must be determined in the Supreme Court of British Columbia (*Privacy Act*, s. 4).

Plaintiff's address for service:

Consumer Law Group Professional Corporation
150 Elgin Street, 10th Floor
Ottawa, ON K2P 1L4

Fax number for service: (613) 627-4893

Email address for service:
jorenstein@clg.org
ldavid@clg.org

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: January 28, 2025.

Signature of lawyer for plaintiff
Jeff Orenstein
LSO # 59631G

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.

ENDORSEMENT ON ORIGINATING PLEADING OR
PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The plaintiff claims the right to serve this pleading on the Defendants Apple Inc. and Apple Canada Inc. outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c. 28, s. 10 (*CJPTA*) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

a. a tort committed in British Columbia (*CJPTA*, s. 10(g)); and
b. a business carried on in British Columbia (*CJPTA*, s. 10(h)).

Appendix

[*The following information is provided for data collection purposes only and is of no legal effect*.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a claim for damages arising out of Apple's violations of privacy through unauthorized collection and dissemination of Class Members' personal and private information and communications.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

[ ] a motor vehicle accident
[ ] medical malpractice
[x] another cause

A dispute concerning:

[ ] contaminated sites
[ ] construction defects
[ ] real property (real estate)
[ ] personal property
[x] 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:

[x] a class action
[ ] maritime law
[ ] aboriginal law
[ ] constitutional law
[ ] conflict of laws
[ ] none of the above
[ ] do not know

Part 4:

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c 28
Court Order Interest Act, RSBC 1996, c 79
Privacy Act, RSBC 1996, c 373