

JUL 02 2013

In the Supreme Court of British Columbia

Between



Shivauna Brown

Plaintiff

and

**Atmel Corporation; Infineon Technologies AG; Infineon
Technologies North America Corp.; NXP
Semiconductors f/k/a Philips Semiconductors;
Koninklijke Philips Electronics N.V.; Philips Electronics
North America Corporation; Philips Electronics Ltd.;
Renesas Electronics Corporation; Renesas Electronics
America Inc.; Renesas Electronics Canada Limited;
Samsung Electronics Co., Ltd.; Samsung
Semiconductor, Inc.; Samsung Electronics America,
Inc.; Samsung Electronics Canada, Inc.;
STMicroelectronics NV; STMicroelectronics, Inc.;
STMicroelectronics (Canada) Inc.; STMicroelectronics
Canada**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 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

- (c) 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
- (d) 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 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.

PART 1: STATEMENT OF FACTS

1. This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of smart card chips sold in Canada including British Columbia. During the period commencing as early as January 1, 2003 and continuing until October 21, 2008, or such other dates as the Court may ultimately decide on the motion for

certification (the "Class Period"), the defendants and their senior executives participated in illegal and secretive meetings and made unlawful agreements relating to the prices for Smart Card Chips.

2. A smart card is a plastic card that contains an embedded computer chip – either a memory or microprocessor type – that stores and transacts data (a "Smart Card Chip"). This data is usually associated with either value, information, or both and is stored and processed within the Smart Card Chip. The card data is transacted via a reader that is part of a computer system.
3. Smart Card Chips are used in cellphone SIM cards, credit and debit cards, and identity cards. Markets that have been traditionally served by other machine readable card technologies, such as barcode and magnetic stripe, are converting to smart cards. Smart Card Chips are more reliable and last longer than other machine-readable cards, like magnetic stripe and barcode.
4. The plaintiff, Shivauna Brown, is a Marketing Consultant in Vancouver, British Columbia. During the Class Period she purchased a Blackberry containing a Smart Card Chip.

The Defendants

5. The defendants and their unnamed co-conspirators manufacture, market, and sell Smart Card Chips throughout Canada, including British Columbia, and the world. The defendants had market power in the market for Smart Card Chips throughout the Class Period.
6. The defendants are jointly and severally liable for the actions of, and damages allocable to, their co-conspirators, including unnamed co-conspirators.
7. Where a particular entity within a corporate family of defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate family. The individual participants in the conspiratorial meetings and discussions entered

into agreements on behalf of, and reported these meetings and discussions to, their respective corporate families.

8. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this lawsuit, the identities of which are presently unknown, have participated as co-conspirators with the defendants in the unlawful behaviour alleged in this Notice of Civil Claim, and have performed acts and made statements in furtherance of the conspiracy or in furtherance of the anticompetitive conduct.

Samsung

9. Samsung Electronics Co., Ltd. ("Samsung") is a Korean corporation with its principal place of business at 1320-10, Seocho 2-dong, Seocho-gu. During the Class Period, Samsung Electronics Co., Ltd., directly or through its subsidiaries or affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
10. Samsung Semiconductor, Inc. is an American company with its principal place of business at 3655 North First Street, San Jose, California 95134. It is affiliated with and controlled by Samsung Electronics Co., Ltd. During the Class Period, Samsung Semiconductor, Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
11. Samsung Electronics America, Inc., is an American company with a principal place of business at 105 Challenger Road, Ridgefield Park, New Jersey 07660. Samsung Electronics America, Inc., is affiliated with and controlled by Samsung Electronics Co., Ltd. During the Class Period, Samsung Electronics America, Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia
12. Samsung Electronics Canada, Inc., is a Canadian company with a principal place of business at 55 Sandish Court, Mississauga, Ontario L5R 4B2. Samsung Electronics Canada, Inc., is affiliated with and controlled by Samsung Electronics

Co., Ltd. During the Class Period, Samsung Electronics Canada, Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

13. The businesses of each of Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., Samsung Electronics America, Inc. and Samsung Electronics Canada, Inc. are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacturing, marketing, sale or distribution of Smart Card Chips.

Infineon

14. Infineon Technologies AG is a German corporation with its principal place of business at 85569 Neubiberg, Bavaria, Germany. During the Class Period, Infineon, directly or through its subsidiaries or affiliates, manufactured, marketed, sold and/or distributed Smart Card Chips in Canada including in British Columbia.
15. Infineon Technologies North America Corp. ("Infineon NA") has its principal place of business at 1983 Route 52, Hopewell Junction, New York, 12533. Infineon NA is affiliated with and controlled by Infineon Technologies AG. During the Class period, Infineon NA manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
16. The businesses of each of Infineon Technologies AG and Infineon NA are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacturing, marketing, sale or distribution of Smart Card Chips.

Phillips

17. Koninklijke Philips Electronics N.V. is a Dutch company with its principal place of business in High Tech Campus 60 Eindhoven, Noord-Brabant 5656 AG Netherlands. During the Class Period, Philips, directly or through its subsidiaries

or affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

18. Philips Electronics North America Corporation is an American company with its principal place of business located at 3000 Minuteman Rd., Andover, MA 01810. It is affiliated with and controlled by Koninklijke Philips Electronics NV. During the Class period, Philips Electronics North America Corporation manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
19. Philips Electronics Ltd. is a Canadian company with its principal place of business at 281 Hillmount Rd., Markham, Ontario L6C 2S3. Philips Electronics Ltd. is affiliated with and controlled by Koninklijke Philips Electronics N.V.. During the Class Period, Philips Electronics Ltd. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
20. The businesses of each of Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation and Philips Electronics Ltd. are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacturing, marketing, sale or distribution of Smart Card Chips.

NXP Semiconductors formerly known as ("f/k/a") Philips Semiconductors

21. NXP Semiconductors f/k/a Philips Semiconductors ("NXP") has its principal place of business in High Tech Campus 60 Eindhoven, Noord-Brabant 5656 AG Netherlands. NXP was affiliated with and controlled by Philips until 2006. During the Class Period, NXP, directly or through its subsidiaries or affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

STMicroelectronics

22. STMicroelectronics NV is a company registered in the Netherlands with its principal place of business at 39 Chemindu Champ des Filles, Les-Oates,

Geneva, Switzerland CH1228. During the Class Period, STMicroelectronics NV, directly or through its subsidiaries or affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

23. STMicroelectronics, Inc. is an American company with its principal place of business at 750 Canyon Drive, Suite 300, Coppell, Texas 75019. STMicroelectronics, Inc. is affiliated with and controlled by STMicroelectronics NV. During the Class Period, STMicroelectronics, Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
24. STMicroelectronics (Canada) Inc. has its principal place of business at 165 Commerce Valley Dr. West, Thornhill, Ontario L3T 7V8. STMicroelectronics (Canada) Inc. is affiliated with and controlled by STMicroelectronics NV. During the Class Period, STMicroelectronics (Canada) Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
25. STMicroelectronics Canada has its principal place of business at 350 Burnhamthorpe Road West, Suite 604, Mississauga, Ontario, L5B 3J1. STMicroelectronics Canada is affiliated with and controlled by STMicroelectronics NV. During the Class Period, STMicroelectronics Canada manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
26. The businesses of each of STMicroelectronics NV, STMicroelectronics, Inc., STMicroelectronics (Canada) Inc. and STMicroelectronics Canada are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacturing, marketing, sale or distribution of Smart Card Chips.

Renesas Electronics Corporation.

27. Renesas Electronics Corporation f/k/a Renesas Technology Corp. has its principal place of business at 2880 Scott Boulevard, Santa Clara, CA 95050-2554. During the Class Period, Renesas, directly or through its subsidiaries or

affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

28. Renesas Electronics America Inc. f/k/a Renesas Technology America, Inc. and NEC Electronics America, Inc. is an American company with its principal place of business located at 2880 Scott Boulevard, Santa Clara, CA 95050. It is affiliated with and controlled by Renesas Electronics Corporation. During the Class Period, Renesas Electronics America Inc. manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
29. Renesas Electronics Canada Limited f/k/a Renesas Technology Canada Limited is a Canadian company with its principal place of business at 1101 Nicholson Road, Unit 5, Newmarket, Ontario L3Y 9C3. It is affiliated with and controlled by Renesas Electronics Corporation. During the Class Period, Renesas Electronics Canada Limited manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.
30. The businesses of each of Renesas Electronics Corporation, Renesas Electronics America Inc., Renesas Electronics America Inc. and Renesas Electronics Canada Limited are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacturing, marketing, sale or distribution of Smart Card Chips.

Atmel Corporation

31. Atmel Corporation is an American company with its principal place of business at 1600 Technology Drive, San Jose, CA 951100. During the Class Period, Atmel Corporation, directly or through its subsidiaries or affiliates, manufactured, distributed and/or sold Smart Card Chips in Canada including in British Columbia.

The Classes and the Class Periods

32. This action is brought on behalf of members of a class (the "Class Members") consisting of the plaintiff and all British Columbia resident persons who, during

some or all of the Class Period commencing as early as January 1, 2003 and continuing until October 21, 2008, or such other dates as the Court may ultimately decide on the motion for certification, purchased Smart Card Chips, or Products Containing Smart Card Chips.

The Conspiracy to Fix the Price of Smart Card Chips

33. The acts alleged under this heading are, collectively, the "Conspiracy Acts".
34. During the Class Period, the defendants and unnamed co-conspirators conspired and/or agreed with each other to fix, maintain, increase, or control the price for the supply of Smart Card Chips and/or to enhance unreasonably the prices of Smart Card Chips and/or to lessen unduly competition in the sale of Smart Card Chips in Canada, including British Columbia, and elsewhere.
35. During the Class Period, senior executives and employees of the defendants, acting in their capacities as agents for the defendants, engaged in communications, conversations, and attended meetings with each other at times and places, some of which are unknown to the plaintiff. As a result of the communications and meetings the defendants and unnamed co-conspirators unlawfully conspired and/or agreed to:
 - (a) unreasonably enhance the prices of Smart Card Chips in Canada, including in British Columbia, and elsewhere;
 - (b) fix, maintain, increase, or control the prices of Smart Card Chips in Canada, including in British Columbia, and elsewhere;
 - (c) monitor and enforce adherence to an agreed-upon pricing scheme; and
 - (d) lessen unduly competition in the sale and of Smart Card Chips in Canada, including in British Columbia, and elsewhere.
36. In furtherance of the conspiracy, during the Class Period, the defendants and/or their servants and agents:

- (a) fixed, maintained, increased, controlled, and/or enhanced unreasonably the prices of Smart Card Chips in Canada including in British Columbia and elsewhere;
 - (b) communicated secretly, in person and by telephone, to discuss and fix prices of Smart Card Chips;
 - (c) made formal agreements with respect to the prices of Smart Card Chips;
 - (d) exchanged information regarding the prices of Smart Card Chips for the purposes of monitoring and enforcing adherence to the agreed-upon prices;
 - (e) rigged bids for the sale of Smart Card Chips to OEMs and their subsidiaries;
 - (f) allocated sales, territories, customers or markets for the production or supply of Smart Card Chips;
 - (g) fixed, maintained, controlled, prevented or lessened the production or supply of Smart Card Chips; and
 - (h) disciplined any conspirator which failed to comply with the conspiracy.
37. During the Class Period and continuing to the present, the defendants, and/or their servants and agents, took active steps to, and did, conceal the unlawful conspiracy from the Class Members.
38. The defendants were motivated to conspire and their predominant purposes and predominant concerns were to harm the plaintiff and other persons in Canada who purchased Smart Card Chips by requiring them to pay unlawfully high prices for Smart Card Chips.
39. The Canadian subsidiaries of the foreign defendants participated in and furthered the objectives of the conspiracy by knowingly modifying their competitive

behaviour in accordance with instructions received from their respective parent companies, and thereby acted as their agents in carrying out the conspiracy and are liable for such acts.

40. The Conspiracy Acts alleged in this claim to have been done by each defendant were authorized, ordered, and done by each defendants' officers, directors, agents, employees, or representatives while engaged in the management, direction, control, or transaction of its business affairs.

Damages

41. As a result of the acts particularized in paragraphs 33 to 40:
- (a) the prices of Smart Card Chips and products containing Smart Card Chips have been enhanced unreasonably and/or fixed at artificially high and non-competitive levels; and
 - (b) competition in the sale of Smart Card Chips has been unduly restrained.
42. During the Class Period, the plaintiff and the other Class Members purchased Smart Card Chips and products containing Smart Card Chips. By reason of the alleged violations of the *Competition Act*, RSC 1985, c 19 (2nd Suppl.) (the "*Competition Act*") and the common law, the plaintiff and the other Class Members have been overcharged for those Smart Card Chips and products containing Smart Card Chips by paying more than they would have paid in the absence of the illegal conspiracy and, as a result, the plaintiff and the other Class Members have suffered damages (the "Overcharge").
43. The plaintiff asserts that the Overcharge is capable of being quantified on an aggregate basis as the difference between the prices actually paid by the Class Members and the prices which would have been paid in the absence of the unlawful conspiracy.

PART 2: RELIEF SOUGHT

44. The plaintiff, on his own behalf, and on behalf of the Class Members, claims against the defendants:
- (a) a declaration that the defendants, and each of them, conspired each with the other to raise, maintain, fix, and stabilize the price of Smart Card Chips during the Class Period, in violation of statutory, common law, and equitable laws as alleged in this claim;
 - (b) a declaration that the defendants, and each of them, conspired, combined, agreed or arranged to prevent or lessen, unduly, competition in the manufacture or production of Smart Card Chips or to enhance unreasonably the price thereof;
 - (c) an order certifying this action as a class proceeding against the defendants and appointing the plaintiff as representative plaintiff in respect of the Class Members;
 - (d) general damages for conspiracy and unlawful interference with economic interests;
 - (e) general damages for conduct that is contrary to Part VI of the *Competition Act*;
 - (f) a declaration that the defendants account for and make restitution to the plaintiff and the other class members in an amount equal to the Overcharge;
 - (g) a declaration that the defendants hold the Overcharge in a constructive trust for the benefit of the plaintiff and the other Class Members;
 - (h) judgment in the amount of the Overcharge;
 - (i) punitive damages;

- (j) an injunction enjoining the defendants from conspiring or agreeing with each other, or others, to raise, maintain, fix, or stabilize the price of Smart Card Chips;
- (k) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- (l) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 78, s 128; and
- (m) such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

45. The plaintiff pleads and relies upon the *Class Proceedings Act*, RSBC, 1996 c 50, the *Competition Act*, and the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 (the "CJPTA").

Causes of Action

Breach of the Competition Act

46. The Conspiracy Acts are in breach of section 45 of Part VI of the *Competition Act*, caused injury to the plaintiff and the other Class Members and render the defendants jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*. Further, the Canadian subsidiaries of the foreign defendants are liable to the plaintiff and the other Class Members pursuant to s. 36 of the *Competition Act* for acts in contravention of s. 46(1) of the *Competition Act*.

Civil Conspiracy

47. Further, or alternatively, the Conspiracy Acts were unlawful acts directed towards the plaintiff and other purchasers of Smart Card Chips, as well as persons who acted as agents for the sale of Smart Card Chips, which unlawful acts the defendants knew in the circumstances would likely cause injury to the plaintiff and other Class Members and, as such, the defendants are jointly and severally

liable for the tort of civil conspiracy. Further, or alternatively, the predominant purpose of the Conspiracy Acts was to injure the plaintiff and other Class Members, and the defendants are jointly and severally liable for the tort of conspiracy to injure.

48. The plaintiff and other Class Members suffered damages as a result of the defendants' unlawful interference with their economic interests.

Unlawful Interference with Economic Interests

49. Further, or alternatively, the Conspiracy Acts were unlawful acts intended to cause the plaintiff and other Class Members economic loss and, as such, the defendants are jointly and severally liable for the tort of intentional interference with economic interests.
50. The plaintiff and the other Class Members suffered damages as a result of the defendants' unlawful interference with their economic interests and each of the defendants is jointly and severally liable to pay the resulting damages.

Punitive Damages

51. The plaintiff asserts that the defendants' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of the Class Members, and as such renders the defendants liable to pay aggravated, exemplary and punitive damages.

Unjust Enrichment, Constructive Trust, and Waiver of Tort

52. Further, and in the alternative, the plaintiff and the other Class Members are entitled to claim and recover based on equitable and restitutionary principles.
53. The defendants have each been unjustly enriched by the receipt of the Overcharge. The plaintiff and the other Class Members have suffered a deprivation in the amount of such Overcharge.

54. Since the Overcharge that was received by the defendants from the plaintiff and the Class Members resulted from the defendants' wrongful or unlawful acts, there is and can be no juridical reason justifying the defendants retaining any part of it.
55. The defendants are constituted as constructive trustees in favour of the plaintiff and the Class Members for the entire Overcharge because, among other reasons:
- (a) the defendants were unjustly enriched by receipt of the Overcharge;
 - (b) the Class Members suffered a deprivation by paying the Overcharge;
 - (c) the defendants engaged in inappropriate conduct and committed wrongful acts by engaging in the conspiracies alleged in this claim;
 - (d) the Overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;
 - (e) justice and good conscience require the imposition of a constructive trust;
 - (f) the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and
 - (g) there are no factors that would, in respect of the artificially induced Overcharge, render the imposition of a constructive trust unjust.
56. The plaintiff pleads that equity and good conscience requires the defendants to hold the Overcharge in trust for the plaintiff and the other Class Members and to disgorge that amount to the plaintiff and the other Class Members.
57. Further, or alternatively, the plaintiff waives the tort and elects to pursue restitutionary remedies against the defendants as set out above.

Jurisdiction

58. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The plaintiff and other Class Members plead and

rely upon the *CJPTA* in respect of the defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (f) – (i) of the *CJPTA* because this proceeding:

- (a) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (b) concerns a tort committed in British Columbia;
- (c) concerns a business carried on in British Columbia; and
- (d) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Plaintiff's address for service:

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#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554

Email: service@cfmlawyers.ca

Defendants' addresses for service:

TO: Atmel Corporation
1600 Technology Drive
San Jose, CA 951100

AND TO: Infineon Technologies AG
85569 Neubiberg
Bavaria, Germany

AND TO: Infineon Technologies North America Corp.
1983 Route 52
Hopewell Junction, NY 12533

AND TO: NXP Semiconductors f/k/a Philips Semiconductors
High Tech Campus 60
Eindhoven, Noord-Brabant 5656 AG
Netherlands

AND TO: Koninklijke Philips Electronics N.V.
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AND TO: Philips Electronics North America Corporation
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AND TO: Philips Electronics Ltd.
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AND TO: Renesas Electronics Corporation
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AND TO: Renesas Electronics America Inc.
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AND TO: Renesas Electronics Canada Limited
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AND TO: Samsung Electronics Co., Ltd.
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AND TO: Samsung Semiconductor, Inc.
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AND TO: Samsung Electronics America, Inc.
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AND TO: Samsung Electronics Canada, Inc.
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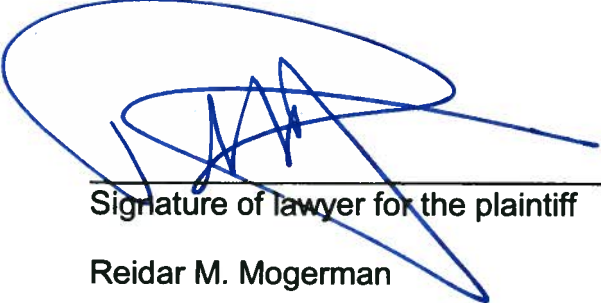
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AND TO: STMicroelectronics Canada
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Date: June 13, 2013



Signature of lawyer for the plaintiff
Reidar M. Mogerman

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

The plaintiff, Shivauna Brown, claims the right to serve this pleading on the defendants outside British Columbia on the grounds of s. 10(f)-(i) of the Court Jurisdiction and Proceedings Transfer Act in that it concerns restitutionary obligations that, to a substantial extent, arose in British Columbia; concerns a tort committed in British Columbia; concerns a business carried on in British Columbia; and is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

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.

APPENDIX

CONCISE SUMMARY OF NATURE OF CLAIM:

This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Smart Card Chips sold in North America and worldwide. During the Class Period, the defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices for Smart Card Chips. The plaintiff and the Class Members suffered damages as a result.

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

THIS CLAIM INVOLVES:

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

1. *Class Proceedings Act*, RSBC, 1996 c 50;
2. *Competition Act* RSC 1985, c 19 (2nd Suppl.); and
3. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28.