

Amended pursuant to Rule 6-1(1)(a).
Amended via consent order issued on July 8, 2021 and
entered July 9, 2021.
Originally filed on August 17, 2020.

No. VLC-S-S-208705
Vancouver Registry

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

DEC 19 2023
Between

In the Supreme Court of British Columbia

HARONDEL J. SIBBLE

Plaintiff

And

**GOOGLE LLC, GOOGLE CANADA CORPORATION and
ALPHABET INC.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, RSBC 1996, C. 50

SECOND AMENDED 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) ~~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) ~~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) ~~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

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

~~CLAIM OF THE PLAINTIFF~~

PART 1 ~~Part 1~~: STATEMENT OF FACTS

Overview

1. Google's primary business is the sale of targeted advertisements. To target its advertising effectively, Google must know who it is targeting. To do this, Google surveils internet users and collects vast amounts of their personal information to create detailed, individual profiles.

2. Google collects information from internet users regardless of whether they have any relationship with Google because Google tracks them as they use the internet and visit websites that have no apparent connection to Google.

3. For Class Members who have (or had) a relationship with Google (through an Account or by using Google Services, defined below), Google falsely represented that Google would protect their privacy. Google told Class Members they could browse the internet privately in Incognito mode, limit Google's access to their personal information by enabling Do Not Track, and otherwise control their privacy by changing settings within their Account. These representations are false. These features and settings did not prevent Google from tracking Class Members or collecting their personal information during the Class Period.

4. Google's conduct is deliberate. Google could have developed technologies that do not collect and store internet users' data, but chose not to. Google could have sought specific and informed permission from internet users, but chose not to. Google could have given internet users the ability to withhold their personal information from Google, but chose not to.

5. Google knew, if given the option, people would not willingly give Google their personal information and that this would be financially devastating to Google.

6. To avoid losing revenue, Google employed tactics to obscure its conduct. Google misrepresented and withheld critical information about how it collects and uses personal information, and designed user interfaces to mislead and compel internet users to grant Google access to more of their personal information.

7. Google has developed sophisticated technology that allows it to both collect massive amounts of information about Class Members as well as analyze and aggregate it into Profiles or otherwise. Google uses its technology to extrapolate further information that Class Members may not even realize they have revealed. Google then

targets Class Members with advertisements according to personal details Google has learned about them, including their demographics, habits, interests, and location.

8. While there has been growing public awareness about Google's conduct, this awareness is the result of privacy advocates sounding the alarm and not because Google wishes to be transparent.

9. Google – a trillion-dollar foreign corporation and its subsidiaries – now controls an astonishing amount of personal information, which includes some of Class Members' most sensitive personal details about their health, lifestyle, relationships, politics, finances, movements, and more.

10. Google collected this information without Class Members' permission. To obtain permission, Google ought to have been forthcoming about when, how, and where it collects personal information, what personal information it collects, and what it does with personal information once collected. Class Members cannot be held to have agreed to conduct that Google deliberately tried to obscure. Additionally, for Class Members to have "agreed" to Google's conduct, Google must have provided them a meaningful option to say no, which it did not.

11. This action seeks compensation for Class Members to acknowledge that their rights were breached and to make clear that no entity can secretly record the activities and track (in real time) the locations of millions of people and then use that information for any purpose it chooses including monetizing that information, without obtaining specific, prior, informed permission and providing a meaningful ability to say no.

Definitions

12. ~~1.~~ The following definitions are used throughout this Notice of Civil Claim:

(a) ~~a.~~ **"Account"** means a user account that is required by **Google** for access, authentication, and authorization to use certain **Google Services**;

(b) ~~b.~~ **"Android"** means **Google's** smartphone operating system software;

- c. ~~“**Alphabet**” means the defendant, Alphabet, Inc., the parent company of Google LLC and a publicly traded holding company registered in Delaware, United States, headquartered at The Googleplex, 1600 Amphitheatre Parkway, Mountain View, California, 94043, United States;~~
- d. ~~“**BPCPA**” means the *Business Practices and Consumer Protection Act*, SBC-2004;~~
- (c) ~~e.~~ **“Chrome”** means Google’s web browser software;
- (d) ~~f.~~ **“Class”** or **“Class Members”** means all ~~persons residing in~~ residents of Canada who used a **Google Service** or visited a **Third-Party Website** for personal purposes during the **Class Period**, excluding (i) members of the Ontario Class, ~~the Quebec Class;~~ and the Excluded Persons (ii) Google and any of their subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors or assigns;
- (e) ~~g.~~ **“Class Period”** means the period from November 1, 2008, to the date of judgment;
- ~~h. “**Code**” means a set of computer instructions created by Google and provided to Third-Party Websites that enroll in Google Ads or Google Analytics. Third-Party Websites must insert the Code into their own websites, causing the Code to be transmitted and executed on Class Members’ Devices and causing those Devices to transmit Personal Information to Google;~~
- (f) **“Code”** means a set of computer instructions provided by or on behalf of Google that can be incorporated into a website;
- (g) **“Cookie”** means a string of data set by a web browser in response to Code on a webpage that can be used to identify and track Class Members across webpages and to collect their Personal Information;
- (h) ~~i.~~ **“Competition Act”** means *Competition Act* RSC 1985, c C-34;

- ~~j. “**Consumer Class**” means members of a sub-class of individuals who used Google Services or maintained a Google Account that was used primarily for non-business purposes during the Class Period;~~
- (i) “**Consumer Protection Legislation**” means:
- (i) Business Practices and Consumer Protection Act, SBC 2004 or “**BPCPA**”;
 - (ii) Consumer Protection Act, RSA 2000, c C-26.3 or “**ACPA**”;
 - (iii) The Business Practices Act, CCSM c B120 or “**MBPA**”;
 - (iv) Consumer Protection and Business Practices Act, SNL 2009, c C-31.1 or “**NCPBPA**”;
 - (v) Business Practices Act, RSPEI 1988, c B-7 or “**PEIBPA**”;
 - (vi) Consumer Protection Act, 2002, SO 2002, c 30, Sched A or “**OCPA**”; and
 - (vii) The Consumer Protection and Business Practices Act, SS 2013, c C-30.2 or “**SCPBPA**”;
- (j) ~~k.~~ **“CPA”** means the *Class Proceedings Act*, RSBC 1996, c 50;
- (k) ~~l.~~ **“Device”** means a computer, phone, tablet, or other electronic equipment over which **Class Members** exercise the right to immediate possession or ownership, and which is capable of running web browser software;
- (l) ~~m.~~ **“Do Not Track”** means a standardized setting that allows internet users to indicate when visiting a website that they do not want to be tracked by the website;
- ~~n. “**Excluded Persons**” means Google and any of their subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors or assigns;~~

- (m) ~~e.~~ “**Gmail**” means **Google**’s web-based email service, and requires an **Account**;
- (n) ~~p.~~ “**Google**” or “**Defendants**” means the defendants **Google LLC**, **Google Canada Corporation**, and **Alphabet Inc.**, or any of them;
- (o) ~~q.~~ “**Google AdsAdSense**” means a service offered by **Google** that allows **Third-Party Websites** to place advertising on their sites by inserting **Code** specific to **Google AdsAdSense** on the **Third-Party Website**;
- (p) ~~r.~~ “**Google Analytics**” means a service offered by **Google** that allows **Third-Party Websites** to view information about visitors to their sites by inserting **Code** specific to **Google Analytics** into the **Third-Party Website**;
- ~~s. “**Google Canada**” means the defendant, Google Canada Corporation, a subsidiary of **Google LLC** registered in Nova Scotia, Canada, with its registered offices at The Googleplex, 1600 Amphitheatre Parkway, Mountain View, California, 94043, United States;~~
- ~~t. “**Google LLC**” means the defendant, Google LLC, a limited liability company registered in Delaware, United States, and headquartered at The Googleplex, 1600 Amphitheatre Parkway, Mountain View, California, 94043, United States.~~
- (q) ~~u.~~ “**Google Service(s)Services**” means products offered by **Google** for use by ~~the general Canadian public~~Class Members that Google uses to collect Personal Information, including but not limited to:
- (i) ~~i.~~ **Android**;
- (ii) ~~ii.~~ **Chrome**;
- (iii) ~~iii.~~ **Search**;
- (iv) ~~iv.~~ **Maps**;

- (v) ~~v. Gmail; and~~
~~vi. Other services;~~
- (r) ~~v.~~ “**Google Terms**” means all versions of the non-negotiable standard form contract drafted by **Google** and applicable to **Google Accounts** and certain **Google Services**;
- (s) ~~w.~~ “**Impugned Documents**” includes, but is not limited to, all versions of:

 - (i) ~~i.~~ The text and graphics on each new **Incognito** window or tab opened by a **Class Member**;
 - (ii) ~~ii.~~ **Google Terms**, including the **Privacy Policy**;
 - (iii) ~~iii.~~ **Support Pages**; and
 - (iv) ~~iv.~~ **Account** settings;
- (t) ~~x.~~ “**Incognito**” means a distinct mode within **Chrome** that can be enabled by users and purports to allow private browsing;
- (u) “**Location Data**” is a type of Personal Information and includes Class Members’ GPS coordinates, latitude and longitude, map location, geographical location, nearby Wi-Fi networks, IP addresses, and other markers of physical orientation;
- (v) ~~y.~~ “**Maps**” means Google’s GPS-enabled mapping software;

 - ~~z. “**Ontario Class**” means persons residing in Ontario who would otherwise be **Class Members**;~~
 - ~~aa. “**Other Consumer Protection Legislation**” means:~~

 - ~~i. *Consumer Protection Act, RSA 2000, c C-26.3;*~~
 - ~~ii. *The Business Practices Act, CCSM c B120;*~~
 - ~~iii. *Consumer Protection and Business Practices Act, SNL 2009, c C-31.1;*~~

~~iv. Business Practices Act, RSPEI 1988, c B-7; and~~

~~v. The Consumer Protection and Business Practices Act, SS 2013, c C-30.2;~~

(w) ~~bb.~~ **“Personal Information”** means information capable of being associated with a Class Member, including pseudonymous identifiers, that Google collected from Class Members during the Class Period, and can include but is not limited to a Class Member’s name, IP address, physical address, location, search terms, and web browsing history, but excluding facial biometric identifiers;

(x) **“Privacy Legislation”** means:

(i) ~~cc. “PIPA AB” means~~ Personal Information Protection Act, SA 2003, c P-6.5 or “PIPA AB”;

(ii) ~~dd. “PIPA BC” means~~ Personal Information Protection Act, SBC 2003, c 63 or “PIPA BC”;

(iii) ~~ee. “PIPEDA” means~~ Personal Information Protection and Electronic Documents Act, SC 2000, c 5 or “PIPEDA”;

~~ff. “Privacy Legislation” means:~~

~~i. Personal Information Protection Act, SA 2003, c P-6.5;~~

~~ii. Personal Information Protection Act, SBC 2003, c 63;~~

(iv) ~~iii. Privacy Act, RSBC 1996, c 373~~ or “BCPA”;

(v) ~~iv. The Privacy Act, RSS 1978, c P-24~~ or “SPA”;

(vi) ~~v. The Privacy Act, CCSM c P125~~ or “MPA”; and

(vii) ~~vi. Privacy Act, RSNL 1990, c P-22~~ or “NPA”;

(y) ~~gg.~~ **“Privacy Policy”** means all versions of Google’s policy on the collection of **Personal Information**;

- (z) ~~hh.~~ “**Profile**” means the unique profile or profiles for each individual **Class** and ~~Consumer Class member~~ Member created by **Google**;
- (aa) “reCAPTCHA” means the service provided by Google that third parties can use on their websites to prevent spam and bots;
- (bb) ~~ii.~~ “**Quebec Class**” means persons residing in Quebec who would otherwise be **Class Members**, as provided by ~~Leclaire~~ Option consommateurs c *Google LLC*, Court File No 500-06-001079-207 and Lima c Google LLC, Court File No 500-06-000940-185;
- (cc) ~~jj.~~ “**Search**” means Google’s internet search engine;
- (dd) ~~kk.—~~ “**Support ~~Page(s)~~Pages**” means **Google’s** product— and issue-specific online help pages and other information pages provided to Class Members by **Google**;
- (ee) ~~ll.~~ “**Third-Party Website**” means a website owned or operated by an entity other than **Google** that includes the **Code** for **Google ~~Ads~~AdSense**, **Google Analytics**, ~~or both~~ reCAPTCHA, or any combination thereof.

The Parties

The Representative Plaintiff

13. ~~2.~~ The plaintiff, Harondel J. Sibble, is a resident of Vancouver, British Columbia, with an address for service at 1410-777 Hornby Street, Vancouver, British Columbia. He has lived in British Columbia throughout the Class Period.

14. ~~3.~~ Since at least 2008 and to the present date, the Plaintiff has held an active Google Account. ~~The Plaintiff is a consumer who has~~ that he used for personal purposes. He routinely used Google Services and Third-Party Websites for personal purposes throughout the Class Period.

The Defendants

15. ~~4. The defendant,~~ Google LLC, is an extraprovincial company duly incorporated pursuant to the laws of Delaware as a limited liability company with a principal place of business at what is known as the Googleplex, 1600 Amphitheatre Parkway, Mountain View, California 94043. Google LLC is an internet advertising company. At all material times, Google LLC has engaged in the business of selling and placing advertising, internet search, product development, marketing, and advertising technology globally.

16. ~~5. The defendant,~~ Alphabet, is a publicly traded extraprovincial company duly incorporated pursuant to the laws of Delaware with a principal place of business at what is known as the Googleplex, 1600 Amphitheatre Parkway, Mountain View, California 94043. Alphabet is a holding company and the parent company of Google LLC. Alphabet was created in 2015 as a subsidiary of Google, Inc. Through a merger and stock swap under Delaware law, Alphabet became the parent company and Google, Inc. became the subsidiary. Google, Inc. became Google LLC after a reorganization in 2017. As of ~~August 7~~November 22, 20202023, Alphabet had a market capitalization of ~~\$1.02~~1.74 trillion USD, on ~~\$161.8~~279.8 billion USD revenue in ~~2019~~2022 and a net income of ~~\$34.3~~59.97 billion USD in ~~2019~~2022. Alphabet reported ~~86~~80% of their ~~2019~~2022 revenue came from advertising, including through Google ~~Ads~~AdSense.

17. ~~6. The Defendant,~~ Google Canada, is a Canadian subsidiary of Google LLC with a registered head office located in California, USA, and two satellite offices in Toronto and Kitchener, Ontario. At all material times, Google Canada has engaged in the business of internet search functions, product development, marketing, and advertising technology in Canada.

~~7. During the Class Period, Google collected a vast quantity of Personal Information from the Plaintiff and Class Members by way of Google Services, Google Ads and Google Analytics. Google collected Class Members' Personal Information when the Class Members visited Third Party Websites, even if they had no relationship with Google. To Class Members who had a relationship with Google, Google represented that Google would protect their privacy. Google further represented to these Class Members that they could browse the internet~~

~~privately in Incognito mode, could limit Google's access to their Personal Information by enabling Do Not Track, and could otherwise control their privacy by changing settings within their Account. However, these features and settings did not actually prevent Google from collecting Class Members' Personal Information. Google omitted to disclose when, how, and where Google collects the Personal Information of the Class, including through Third-Party Websites, what is done with the Personal Information when it is collected, and even failed to disclose what Personal Information was being collected. As a result, the Personal Information of millions of Canadians is in the hands of a trillion-dollar foreign corporation and subsidiaries known for the commodification of the information they collect, without the Class Members' knowledge or consent.~~

18. While Alphabet Inc. is a public company, its subsidiaries Google LLC and Google Canada Corporation are privately held. The Defendants use this corporate structure to conceal the conduct described herein. The businesses of each of the Defendants are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the collection, retention, aggregation and use of Class Members' Personal Information. At all material times, the Defendants acted pursuant to common goals with respect to the collection, retention, aggregation and use of Class Members' Personal Information in Canada including British Columbia.

The Class ~~and the Class Period~~

19. ~~8.~~ This action is brought on behalf of ~~members of a class consisting of~~ the Plaintiff and all ~~residents of Canada who, from~~ individuals residing in Canada who used a Google Service or visited a Third-Party Website for personal purposes during the Class Period (November 1, 2008, to the date of judgment ~~in this action, used a Google Service or visited a Third-Party Website~~), excluding ~~the Ontario Class,~~ (i) members of the Quebec Class; and ~~the Excluded Persons (as~~ (ii) Google and any of their subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors or assigns (defined above, as the "Class" or "Class Members").

The Plaintiff's Claim

~~9. This action concerns Canadians' quasi-constitutional right to privacy and right to be free from unreasonable interference into their private affairs. It alleges that~~

~~Google blatantly violates those rights by collecting vast quantities of the Personal Information of millions of Class Members, without their knowledge or consent, in the interest of deriving profits for Google. It also alleges that Google materially and deceptively misrepresented Google's collection, retention, and use of the Class Members' Personal Information, in violation of federal and provincial statutes and in furtherance of their profiteering. As a result, the Class Members have suffered loss and damage.~~

Google's Collection of Personal Information

Overview

20. ~~10.~~ Google's primary business is the sale and placement of targeted advertising. ~~Google's~~ To do this, Google collects as much information as it can about individual Class Members because this results in better targeting capabilities and more profits for Google. Google places targeted advertisements ~~are placed~~ in a broad array of products and services across the internet, including on Google's own websites and on Third-Party Websites. ~~The targeting is based on Google's collection, retention, use, and monetization of the Personal Information of its users around the world, and the creation of Profiles about those users.~~

21. ~~11. Google casts a wide net in its collection of~~ Google's business model begins with Google collecting, retaining and aggregating Class Members' Personal Information, ~~drawing on a vast number of distinct.~~ To the best of the Plaintiff's knowledge, during the Class Period, Google recorded Class Members' Personal Information through three primary sources ~~of~~:

- (a) Accounts: Google collects Personal Information. ~~Google encourages by encouraging~~ Class Members to sign up for an Account, which is required to access certain Google Services, such as Gmail. To create an Account, users are required to provide Personal Information including their name, date of birth, ~~and gender, and are encouraged to provide their email address and phone number. Google uses the Class Members' Personal Information as a commodity on which to base their advertising business and finance their operations, deriving their profits in a manner that is~~

~~uniformly and objectively offensive to the Class Members.~~ and telephone number.

(b) Google Services: Through Google Services, Google collects Personal Information such as Device identifiers, phone numbers, IP addresses, Location Data, Google Search history, browsing history in both Google Services and on Third-Party Websites, and more.

(c) ~~12. Third-Party Websites:~~ Google collects Personal Information, ~~without consent, from the Class Members who do not have an Account but use certain Google Services,~~including browsing history and Location Data, from Third-Party Websites through services including Google ~~Search and Google Maps. The Personal Information collected includes a wide range~~AdSense, Google Analytics and reCAPTCHA. Google's collection of Personal Information ~~from a wide range of sources, including, but not limited to, search terms entered in Google Search or Chrome and omnipresent tracking of location in Android and Google Maps.~~through Third-Party Websites means Class Members cannot escape Google's surveillance by refusing to open an Account or use Google Services. Class Members' Personal Information is sent to Google when Class Members browse the internet and visit websites that have no apparent connection to Google. This is discussed in more detail below.

22. ~~13. Google collects~~Google's collection of Personal Information, ~~without consent, from~~ is intentional. Google uses various technical means to link Class Members ~~while they browse the internet and visit~~ Personal Information across multiple Google Services, Third-Party Websites.

~~14. and even across different Devices. Google~~ Google ~~compiles all of~~ the Personal Information it collects from ~~this broad array of~~all sources into individualized Profiles of ~~the~~ Class Members. ~~These Profiles are then used by~~

23. The ubiquity of Google Services combined with the pervasive use of Google AdSense, Google Analytics and reCAPTCHA on Third-Party Websites results in Profiles having a staggering amount of information and detail.

24. Google uses Profiles to target ~~the~~ Class Members with advertisements, ~~to advance their~~ sell advertising to third parties, improve its software and services, ~~to support Google's business interests~~ train artificial intelligence models, and to learn how to collect even more Personal Information from the Class Members.

25. Class Members have no control over Google's future use of their Personal Information or Profiles.

Google ~~Ads and~~ AdSense, Google Analytics and reCAPTCHA

26. ~~15.~~ Google ~~induces operators of~~ collects Class Members' Personal Information when they browse the internet and visit Third-Party Websites that do not appear to have any connection to Google. For example, Google does this by inducing Third-Party Websites to incorporate Google Analytics ~~and~~, Google ~~Ads on the~~ AdSense, and reCAPTCHA on Third-Party Websites.

27. Google Analytics purports to offer the operators of Third-Party Websites information about the users of the Third-Party Websites. Google ~~Ads~~ AdSense offers payment to the operators of Third-Party Websites for allowing Google to place targeted advertisements on the Third-Party Websites. Google ~~Ads~~ AdSense and Google Analytics are free for Third-Party Websites to use, although Google ~~Analytics~~ offers premium Google Analytics services to Third-Party Websites for a fee. Approximately 55% of websites incorporate Google Analytics, while over 35% incorporate Google ~~Ads~~ AdSense.

28. reCAPTCHA is a service Google offers to operators of Third-Party Websites to help them distinguish between a human internet user and an automated user or "bot".. Tens of millions of Third-Party Websites use reCAPTCHA.

29. ~~16.~~ To take part in Google Analytics~~or~~, Google ~~Ads~~AdSense or reCAPTCHA, Google requires the operators of Third-Party Websites to insert Code developed and provided by Google into the Third-Party Websites. When a Class Member visits the Third-Party Website, the Code is transmitted to the Class Member's Device. The Code is then executed in the Class Member's web browser on their Device. When the Code executes, it ~~sends~~causes the Class Member's Personal Information to be sent to Google~~, including~~.

30. The Code sends Google the Class Member's IP address, information about the Class Member's Device and web browser, the address of the webpage being viewed by the Class Member, the address of the webpage that linked the Class Member to the webpage being viewed, and the search terms entered by the Class Member that led them to the Third-Party Website. ~~All of this occurs automatically and without any mandatory prompts or notifications from Google to the Class Member~~The Code also send Google Location Information, discussed below.

31. ~~17.~~ The execution of the Code results in the creation of a unique user identification number that allows Google to identify the activities of individual Class Members on the Third-Party Website. Google compiles this information into ~~a Profile for the Class Member for Google's own use in its targeted advertising business and to otherwise~~Members' Profiles, which Google uses to derive profits ~~from the~~and monetize Class Members' Personal Information.

32. When the Code executes on the Class Member's Device, it also sets Cookies on the Class Member's Device. These Cookies are used to track Class Members across websites and report back to Google, providing Google with a detailed record of the Class Member's web browsing activity, which Google saves to individualised Profiles.

33. All of the conduct described above occurs automatically and without any mandatory prompts or notifications from Google to the Class Member.

34. ~~18. Google does not require the operators of Third Party Websites running Google Ads or Google Analytics~~fails to obtain ~~consent from Class Members whose~~consent before executing the Code or placing Cookies on their Devices, or before collecting Class Members' Personal Information~~is collected by Google as a result of the user visiting the Third Party Website, or.~~ Google fails to disclose to ~~the~~ Class Members the fact that their Personal Information has been collected.

Incognito and Do Not Track

~~19. Google compiles the Personal Information it collects into Profiles of the Class Members regardless of whether the Class Members have Google Accounts, use Google Services, or have ever viewed the Google Terms. Google uses various technical means to link the activities of individual Class Members across multiple websites and across different Devices used by the Class Members. The pervasiveness of Google Ads and Google Analytics combined with the amount of Personal Information collected by other Google Services allows Google to build Profiles that contain shockingly accurate and intimate portraits of almost all internet users, including the Class Members.~~

Google's Purported Commitment to Privacy

35. ~~20.~~ In response to increasing public concern about online privacy, Google took steps to reassure ~~users~~Class Members that they had control over Google's collection, retention, and use of their Personal Information. However, those ~~measures are uniformly and objectively~~reassurances were misleading, ~~and materially~~as Google misrepresented the nature of Google's collection of Personal Informationits conduct and the choices available to Class Members, in particular when using Google Services.

~~21. Since at least 2008, Google has represented to Class Members that they can choose to control Google's access to and use of their Personal Information. This position is most recently manifested in its privacy policy, where Google states, in bold font:~~

~~"When you use our services, you're trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control."~~
(emphasis added)

~~22. Google provides information regarding its privacy and security policies on a website called "Safety Centre." On that website, Google states that respect for its~~

~~users is one of its core beliefs, and that it empowers the user to make an “individual choice” regarding Google’s use of the user’s Personal Information. Specifically, Google says:~~

~~“Data makes Google services more helpful and relevant, but how we use this information is an individual choice that belongs to you...” (emphasis added)~~

~~23. In support of its assertions that users can control their Personal Information, Google points to “powerful data controls” built into each user’s Google Account.~~

36. ~~24.~~ On or about December 11, 2008, Google introduced Incognito as a method of using the internet “privately” in Chrome. Despite the representations made when a user ~~enters~~entered Incognito mode and throughout the Support Pages (detailed below), Google still ~~collects~~collected Class Members’ Personal Information when they ~~visit~~visited Third-Party ~~Website~~Websites that ~~uses~~use Google ~~Ads~~AdSense or Google Analytics. or reCAPTCHA, even when they are using Incognito. Despite Google’s representations that browsing histories in Incognito mode are not saved to Class Members’ Account, Google still collected this Personal Information and added it to Class Members’ Profiles.

37. ~~25.~~ In or ~~about~~around November 2012, Google introduced a Do Not Track feature in Chrome. Do Not Track is an internet standard that allows ~~visitors to a website~~users of a web browser to indicate to the websites they visit that they do not ~~want their~~consent to the monitoring or recording of their browsing activity ~~online.~~

~~38. to be monitored or recorded. However~~ Despite adding Do Not Track to Chrome, Google did not implement Do Not Track in its ~~advertising~~ products sold to operators of Third-Party Websites. As a result, Class Members who ~~turned on~~enabled Do Not Track in Chrome ~~are~~were still tracked by Google ~~Ads and Google Analytics~~ when visiting Third-Party Websites, ~~and when visiting Google websites or using Google Services.~~ that use Google AdSense, Google Analytics, and ReCAPTCHA. Despite Class Members clearly indicating a desire not to be tracked, the Code was still executed on their Devices, Cookies were still set on their Devices, and their Personal Information was still collected by Google.

~~26. Google's representations give users the impression that the user, not Google, is in control of Google's collection, retention, and use of the user's Personal Information. However, as further illustrated below, the choices and settings available to Class Members give no such control and have no effect on Google's collection, retention, and use of their Personal Information, including the monetization of their Personal Information.~~

~~**Google Materially Misrepresents and Omits to Disclose its Data Collection and Monetization Activities**~~

~~27. Throughout the Class Period, Google made uniform, consistent, and objectively material representations that Google respects users' privacy, that Class Members' privacy will be maintained, and that the Class Members have control over how Google collected, used, or retained their Personal Information. These representations are made in the Impugned Documents.~~

~~28. Google consistently, uniformly, and materially misrepresents its practices regarding the collection, retention, and use of Class Members' Personal Information while using Google Services. Further, Google materially misrepresents the effect or efficacy of features and settings available to the Class Members which Google represented as preventing or limiting the collection, retention, and use of Personal Information. These objectively material misrepresentations were to the prejudice of the Class Members.~~

~~29. Google omits to disclose material information regarding the collection, retention, and use of the Consumer Class members' Personal Information while using Google Services, to the prejudice of the Consumer Class.~~

~~30. Google made false and misleading statements or failed to disclose material information to the Class Members and the Consumer Class in the Impugned Documents throughout the Class Period. The material misrepresentations and omissions are included in, but are not limited to, the Impugned Documents. Examples of the false and misleading statements made by the Defendants in the Impugned Documents are articulated below.~~

Location Tracking

39. Google collects Class Members' Location Data through Google Services, including Android, Chrome, Maps, and Search, as well as Third-Party Websites.

40. Google collects Location Data from desktop and laptop computers (through the use of Code and Cookies), but the most revealing sources of Location Data are smartphones. Most Class Members carry smartphones with them almost everywhere. By tracking the real-time location of smartphones, Google can track the minute-by-minute movements and whereabouts of the Class Members.

41. To the best of the Plaintiff's knowledge, Google primarily collects Location Data from smartphones through the following sources:

- (a) Smartphones that use Android;
- (b) Google Services accessed on smartphones through software applications installed on those smartphones or Accounts;
- (c) Google Services accessed on Devices (including smartphones) through a web browser;
- (d) Third-Party Websites accessed on Devices (including smartphones).

42. Android smartphones are sold to Class Members equipped with sensors and software that Google preconfigured to allow it to track the precise location of that smartphone (and the Class Member using it) on a continuous basis. This tracking is achieved by using GPS coordinates, cell tower data, nearby wifi networks, IP addresses, unique device identifiers, and other signals that the smartphones transmit to Google.

43. The Android operating system is configured by Google to have location tracking permissions enabled by default. If a Class Member changes settings to disable location tracking, Google continues to track the Class Member's location by using IP address information that is transmitted when they interact with Google apps and Services or visit Third-Party Websites.

44. Smartphones that do not use the Android operating system (or use the Android operating system with location tracking permissions revoked) send Location Data to Google through:

- (a) Google software applications or other applications that rely on Google's software (for example, the Uber app). These applications are programmed to collect and transmit Location Data to Google;
- (b) Google Services accessed through web browsers and Third-Party Websites. This is done through the use of Code and Cookies (described above).

45. Google collects and stores Location Data even when Class Members' location is not needed to support the core functionality of the Google Service that is transmitting Location Data to Google. For example, Google collects Location Data from Class Members' use of Google Services such as Gmail email, and from Third-Party Websites.

46. Google uses individual Class Members' Location Data to construct "timelines" of daily movements and stores this information in "Location Histories" in Class Members' Accounts or Profiles. Even when a Class Member disables Location History, Google continues to store any Location Data that was previously saved until the Class Member actively deletes it. Even if Class Members' don't have Accounts, their Location Data is still retained by Google and stored in a Profile.

47. Class Members have no meaningful way to stop Google from collecting their Location Data if they use the internet. As described above, even when Class Members change their settings or refuse to use Google Services, Google still determines Class Members' physical location based on Personal Information such as their IP addresses, which Google obtains through Class Members' use of Google Services or through Third-Party Websites, and stores it in their Profiles.

Class Members Have a Privacy Interest in their Personal Information

48. Google's conduct engages Class Members' privacy interests in four related ways.

49. First, much of the Personal Information Google collects from Class Members is personal and private. It includes demographic information such as age and gender, contact information such as their email addresses and phone numbers, as well as their likes and dislikes, interests, hobbies, political affiliations, financial status, sexual orientation, relationship status, employment status, family status and more (via Google Search or Chrome or other Google Services).

50. Location Data is also extremely personal and private. Even a limited amount of Location Data, gathered over time, can reveal a person's identity and routines. Knowing where a person is, when and for how long, can reveal personal details such as employment status, political or religious affiliation, sexual orientation, income, health status, or participation in support groups.

51. Second, this information is collected from personal Devices and in the context of personal settings, which gives rise to expectations of privacy.

52. Third, the amount of Personal Information Google collects and then aggregates engages Class Members' privacy interests. While some of the Personal Information Google collects may be publicly available, that information is aggregated with all of the Personal Information Google collects, across multiple Devices and from multiple sources. The amount of information and its aggregation into Profiles engages Class Members' privacy interests.

53. Depending on the contents of the page viewed, a single address of a single webpage viewed may not be enough to engage Class Members' privacy interests. However, recording every webpage that a Class Member has ever visited and storing that information in a Profile identified with that Class Member engages that Class Member's privacy interests.

54. Finally, once Google has the Class Members' Personal Information, the Class Members lose all control over that information. Class Members cannot dictate or restrict Google's use of their Personal Information, nor can they ensure Google to destroys it. This is true even if Google develops entirely new uses of the Personal Information that were not contemplated when the Personal Information was first collected, as has been demonstrated by the astonishing pace of development of generative artificial intelligence. Class Members are left hoping Google does not share or abuse their Personal Information, or use it for a purpose they find unacceptable.

55. The profits associated with the Personal Information accrue to Google.

Google ~~Misrepresents its Collection of~~Collects Personal Information Without a Claim of Right

56. As set out below, throughout the Class Period, Google took deliberate steps to conceal its conduct by misrepresenting how it collects Personal Information, concealing how it uses Personal Information, and creating deliberately obtuse and misleading software and website interfaces to make it difficult for Class Members to obtain information from Google and to prevent disclosure of Personal Information to Google.

57. These were deliberate choices Google made because Google knew that if it asked for permission or was transparent about its conduct or enabled people to withhold their Personal Information, people would not willingly give their personal information to Google, and that this would be financially devastating for Google.

58. Any instance where Google purports to obtain permission to collect Class Members' Personal Information is invalid because at no time did Google clearly state when, how, and where it collects Personal Information, or what it does with the Personal Information it collects. There cannot be a "meeting of the minds" between Google and Class Members because Google did not provide sufficient notice or information about its conduct.

59. Further, at no time were Class Members given the ability to meaningfully refuse to give Google their Personal Information.

60. Agreement requires sufficient information to know what is being agreed to as well as the ability to meaningfully say no. Google ensured Class Members had neither.

Google's Misrepresentations

61. ~~31.~~ Throughout the Class Period, Google consistently and uniformly ~~represented~~ misrepresented in the Account Support Pages that Account holders have control over their Personal Information. For example, ~~(emphasis added)~~:

(a) Google makes the following representations in its "Safety Center" "Privacy controls" Support Page:

(i) ~~a.~~ "you're in control";

(ii) ~~b.~~ "we know that one size doesn't fit all when it comes to privacy, so we build powerful, easy-to-use privacy tools into your Google account. They give you control over the privacy settings that are right for you, and what types of data we collect and use across our services";

(iii) "Data makes Google services more helpful and relevant, but how we use this information is an individual choice that belongs to you...";

(iv) ~~c.~~ "there are also powerful privacy controls such as Activity Controls and Ad Settings, which allow you to switch the collection and use of data on or off"; and

(v) ~~d.~~ "open an Incognito window on your computer or mobile device to prevent Chrome from saving your browsing history".

(b) Since at least 2008, Google's Privacy Policy has stated, in bold font:

“When you use our services, you’re trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control.”

~~32. Despite these representations, and no matter what settings Class Members choose, the settings do not prevent Google’s collection and use of the Personal Information for its own business purposes, the creation of a Profile about the Class Member, or the monetization of the Personal Information.~~

~~33. Google made affirmative misrepresentations about Class Members’ ability to stop the collection of Personal Information using Incognito or Do Not Track.~~

(c) ~~34. Google made consistent, affirmative misrepresentations in~~In each new Incognito window or tab opened by a Class Member during the Class Period. ~~These misrepresentations include, but are not limited to, the following statements, Google stated (numbering added):~~

(i) ~~a.~~ “Chrome won’t save the following information:

A. ~~i.~~ Your browsing history

B. ~~ii.~~ Cookies and site data

C. ~~iii.~~ Information entered in forms” ~~(numbering added)~~

(ii) ~~b.~~ “you can browse privately”

~~35. Contrary to these statements, Google saved the Plaintiff’s and Class Members’ browsing history and other Personal Information to their respective Profiles.~~

(d) ~~36.~~The Support Pages for Incognito ~~state that~~stated: “after you close all Incognito windows, websites won’t be able to serve ads to you based on your signed-out activity during that closed session.” ~~This statement is objectively materially false and misleading, as Google collected the Personal Information during these browsing sessions to improve their understanding of the Class Members’ demographics and to include in the Class Members’ Profiles for future use in targeted advertising. Throughout the Impugned Documents, Google makes objectively misleading~~

~~statements regarding Class Members' ability to opt out of having advertising displayed to them, while failing to mention that even if they opt out, Google still collects and uses their Personal Information for other purposes.~~

(e) In the "Ads and data" Support Page, Google represents that:

~~Google Misrepresents and Omits to Disclose its Monetization of Personal Information~~

~~37. Even if Class Members attempt to exert control over their Personal Information by exercising Google's limited privacy controls, enabling Do Not Track, or entering Incognito mode, Google still collects the Class Members' Personal Information when the Class Members visit Third Party Websites containing Google Analytics or Google Ads or use Google Services, which unilaterally exposes the Class Members to Google's monetization of their Personal Information.~~

~~38. The monetization of Class Members' Personal Information is materially and uniformly misrepresented to, and hidden from, the Class Members. In addition to representing that Class Members have a "choice" in how Google uses their Personal Information in the "Safety Centre", as set out above, in the "Ads and data" Support Page, Google represents that:~~

~~"while these ads help fund our services and make them free for everyone, your personal information is not for sale".~~

~~This statement is objectively and materially false and misleading, as Google's entire business is built on the commodification of Class Members' data, including their Personal Information. Rather than disclose their actual collection, retention or use of Personal Information in furtherance of their business activities, Google misrepresents to the Class Members that Google's commercial use of their Personal Information is banal and does not involve its sale.~~

~~Google Misrepresents and Omits to Disclose the Profiles~~

62. Google made the representations above (collectively, the "**Misrepresentations**") to make Class Members believe that they are in control of whether Google collects, retains and uses their Personal Information.

63. The Misrepresentations are false and misleading. No matter what settings Class Members choose, Google collects, retains and uses Class Member's Personal Information.

64. Google was aware the Misrepresentations were misleading. Google made the Misrepresentations to deceive Class Members and avoid asking Class Members for specific, informed permission to access and collect their Personal Information. Google made the Misrepresentations so that it could continue to amass Personal Information for its business purposes; namely to monetize Class Members' Personal Information.

Google's Misrepresentations by Omission

65. ~~39.~~ In addition to the misleading Misrepresentations Google does make, Google fails to disclose ~~to Class Members~~, took active steps to conceal, or does conceal, important aspects of its operations and how it uses Class Members' Personal Information. For example:

- (a) Google has never disclosed that it collects Personal Information from ~~members of the~~ Class Members who visited Third-Party Websites or used Google Services, and that it compiles that Personal Information into ~~a Profile for each Class Member for Google's business use.~~ Profiles;
- (b) ~~40. At no time has~~ Google has never disclosed ~~to~~ that it collects and aggregates the Personal Information of Class Members without an Account ~~that Google has created a Profile containing their Personal Information.~~ into Profiles.

66. Google has also failed to disclose to Class Members, took active steps to conceal, and does conceal:

- (a) ~~a.~~ what Personal Information is collected, retained or used by Google;
- (b) ~~b.~~ what Personal Information is contained in their Profile;

- (c) ~~e.~~ where their Profile is stored;
- (d) how a Profile is distinct from an Account, and that even when Personal Information is not recorded in an Account it can be recorded in a Profile;
- (e) ~~d.~~ how their Profile is used;
- (f) ~~e.~~ how Google monetizes the Personal Information contained in the Profile; and
- (g) ~~f.~~ how Class Members can control, delete, or access the Personal Information contained in their Profile-
(collectively, the “Omissions”)

67. Google made the Omissions to conceal its conduct and avoid asking Class Members for specific, informed permission to access and collect their Personal Information. Google made the Omissions so that it could continue to amass Personal Information for its business purposes; namely to monetize Class Members’ Personal Information.

Google’s Use of Dark Patterns

68. ~~41. These material omissions demonstrate a universal and consistent lack of clear, express, and informed consent provided by the Class to Google for the~~During the Class Period, Google relied on, and continues to rely on, deceptive and unfair practices built into Google Services’ software and the content of the Support Pages that make it difficult for Class Members to decline to share their Personal Information or to understand Google’s collection, ~~use, or~~retention and use of their Personal Information, ~~and were all to the prejudice of the Class Members~~ (“Dark Patterns”).

~~42. The representations above are only a few examples of the uniform and consistent misrepresentations and omissions concerning the collection, retention or use of Class Members’ Personal Information by Google. These statements and omissions were materially false and misleading to a reasonable person and are referred to hereafter as the “Misrepresentations” and “Omissions”, respectively.~~

69. The Dark Patterns are deceptive design choices that steer Class Members' decision-making for Google's benefit and to Class Members' detriment. The Dark Patterns take advantage of human behavioral tendencies to manipulate Class Members into actions that are harmful to them or contrary to their intent.

70. Google reinforced the Dark Patterns by implementing policies that prevented changes to Chrome and other Google Services if those changes would have a negative impact on revenue generated by Google AdSense and Search. Such changes were not permitted even if those changes would benefit users or allow them more control over Google's collection of personal information.

71. Examples of Google's Dark Patterns include but are not limited to:

- (a) In addition to the Misrepresentations and Omissions, Google attempts to hide, delay or disguise information about its collection, retention or use of Personal Information by spreading information across multiple Support Pages, requiring Class Members to click through multiple pages to find information, or behind drop-down menus that Class Members are encouraged to click through without reading.
- (b) When Class Members make changes to the settings in their Accounts or Devices to limit the Personal Information Google can collect, Google repeatedly "nudges" Class Members to change their settings to allow Google to collect more Personal Information. This increases the chances that a Class Member will enable the setting inadvertently or out of frustration.
- (c) With respect to Location Data, Google allows Class Members to "pause" Location History in smartphone settings or a Google Account, which gives Class Members the impression that they can control whether they give Location Data to Google. This is an intentional misdirection by Google. Even if Class Members "pause" Location History, Google continues to

collect, retain and use the same information under the heading of “Web & App Activity”.

- (d) Even if Class Members set Location History to “off”, indicating a desire to permanently stop such collection, Google continues to collect, retain, and use the same information under “Web & App Activity”.

72. Google employed Dark Patterns to make it difficult for Class Members to inform themselves or take steps to avoid sharing their Personal Information with Google. Google employed Dark Patterns to avoid asking Class Members for specific, informed permission to access and collect their Personal Information. Google employed Dark Patterns so that it could continue to amass Personal Information for its business purposes; namely to monetize Class Members’ Personal Information.

PART 2~~PART 2~~: RELIEF SOUGHT

73. ~~43.~~ The Plaintiff claims on its own behalf and on behalf of the proposed Class Members:

- (a) ~~a. An Order~~an order pursuant to section 4 of the *CPA* certifying this action as a class proceeding and providing any ancillary directions;
- (b) ~~b. An Order~~an order pursuant to section 2 of the *CPA* appointing the Plaintiff as the representative plaintiff for the Class;
- (c) ~~e.~~ general damages, including nominal damages, calculated on an aggregate basis ~~or otherwise~~, in an amount sufficient to compensate the Plaintiff and the Class Members for the harm done to them as a result of ~~the defendants’~~Google’s unlawful conduct, ~~including breach of the Privacy Legislation, the BPCPA, the Other Consumer Protection Legislation, the Competition Act, invasion of privacy, intrusion upon seclusion, conversion, trespass and unjust enrichment;~~

- (d) ~~d.~~ a declaration that ~~the defendants~~ Google made false, misleading, deceptive, and unconscionable misrepresentations amounting to unfair and unconscionable practices in violation of the ~~BPCPA and the Other~~ Consumer Protection Legislation or the Competition Act;
- (e) a declaration that Google breached the statutory and common law privacy rights of Class Members;
- (f) a declaration that Google committed acts of trespass and/or conversion;
- (g) a declaration that Google has been unjustly enriched;
- (h) ~~e.~~ damages and costs of the investigation and prosecution of these proceedings pursuant to section 36(1) of the *Competition Act*;
- (i) ~~f.~~ damages pursuant to ~~sections 171 and 172 of the BPCPA and the corresponding provisions of the Other~~ the Consumer Protection Legislation;
- (j) ~~g.~~ an accounting, disgorgement, and restitution for unjust enrichment, conversion, trespass, and breach of the Privacy Legislation;
- (k) ~~h.~~ punitive and exemplary damages in an amount to be determined at trial;
- (l) ~~i. an Order for~~ a permanent injunction restraining ~~the defendants~~ Google from taking any further action in contravention of the *Competition Act*, ~~BPCPA~~, the ~~Other~~ Consumer Protection Legislation, ~~PIPEDA~~, and the Privacy Legislation, ~~and applicable common law~~;
- (m) ~~j.~~ pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 79, as may be allowed;

- (n) ~~k~~-costs of notice to Class Members and administration pertaining to a plan of distribution;
- (o) ~~l~~-such further and other relief as this ~~Honourable~~ Court may deem fit.

PART 3PART 3: LEGAL BASIS

~~44. The Plaintiff pleads and relies upon the CPA, the Privacy Legislation, PIPEDA, the Competition Act, the Other Consumer Protection Legislation, the Court Order Interest Act, RSBC 1996, c 79, and the Court Jurisdiction and Proceedings Transfer Act, RSBC 2003, c 28.~~

Causes of Action

Trespass

~~74. 45. Google intentionally or recklessly intrudes or trespasses upon~~At all martial times, the Plaintiff and ~~the Class Members' Devices to collect their Personal Information~~were the owners of and in possession of their Devices.

~~46. Google conscripts the Class Members' Devices as a tool to further their collection of Personal Information at the expense, and without the informed consent, of the Plaintiff and the Class Members.~~

~~75. 47. Google unlawfully and without justification~~ abuses the prolific nature of Google Services, Google ~~Ads, and~~AdSense, Google Analytics, and reCAPTCHA as a means to ~~invade or~~ trespass upon the ~~Plaintiff~~Plaintiff's and Class Members' Devices both physically and virtually.

~~48. Google directs Google Services, Google Ads, and Google Analytics, or causes them to direct, the use of the Plaintiff's and Class Members' Devices to provide Google with Class Members' Personal Information. Google thereby interferes with the Plaintiff and Class Members' use of their Devices when accessing a Google Service or Third-Party Website, effectively converting the Devices into data-mining machines for Google's business and commercial interests. Contrary to the Plaintiff's and Class Members' possessory or ownership rights, the instructions in the Code constitute a virtual and physical intrusion into the Plaintiff's and the Class Members' Devices by commandeering the Devices and forcing the Devices to send the Personal Information to Google in furtherance of Google's commercial activities.~~

76. ~~49. Further,~~ Google discharges, or causes to be discharged, the Code that is executed on the Plaintiff's and the Class Members' Devices each time the Class Members visit a Third-Party Website or use a Google Service. Google ~~thereby intrudes upon~~ interferes with the Class Members' Devices both virtually, by executing the Code, and physically, by controlling how the Class Members' Devices respond to the Code, ~~leaving the Plaintiff and the Class Members powerless to Google's control over their Devices and, ultimately, their Personal Information.~~

77. ~~50. Google's trespass to~~ Google violated the Plaintiff's and ~~the Class Members' Devices is unauthorized and inconsistent with the Plaintiff's and the~~ Class Members' possessory or ownership rights over to their ~~chattels. Google's trespass is in furtherance of their commercial activities, including the targeted collection, retention, or use of the~~ Devices by commandeering the Devices and forcing the Devices to send Class Members' Personal Information to Google.

78. As particularized above, Google's conduct is unauthorized and without claim of right. It amounts to the unauthorized use of a computer and/or mischief in relation to property including data pursuant to the provisions of sections 342.1(b) and (c) and 430(1)(c) and 430(1.1) of the Criminal Code. These provisions make clear that it is unlawful to fraudulently intercept the a function of a computer system.

~~51. As a result, Google has invaded, with no lawful justification, the Plaintiff's and the Class Members' Devices in a manner that interferes with the safe operation and use of their Devices.~~

~~52. By virtue of Google's continued and ongoing trespass, the Plaintiff and the Class remain continuously monitored, exposed, and victimized by Google's collection, retention or use of their Personal Information obtained through the trespass and intrusion to their Devices as described herein.~~

79. ~~53.~~ Google's trespass against ~~the~~ Class Members' Devices is continued and ongoing, and as such they are liable to the Plaintiff and the Class for as long as the trespass persists.

Conversion

80. ~~54.~~ By its conduct, Google has taken the ~~Personal Information belonging to the Plaintiff~~Plaintiff's and Class Members' Personal Information and converted it to profits in furtherance of Google's business interests and to the detriment of the Plaintiff and the Class Members.

81. ~~55.~~ ~~The Class Members' Personal Information is property over which the Plaintiff and the Class Members exercise control or have a right to immediate possession. It is inherently personal, unique or sensitive information that Google has no right to collect, use, retain, or monetize for their own commercial interests.~~their intangible personal property. It is something of value that is created, developed or brought into existence by each Class Member. Further or in the alternative, Class Members have a proprietary interest in their Personal Information because it reflects their personalities. Class Members have a personal and proprietary interest in their identifiable personal characteristics.

82. ~~56.~~ Google ~~willfully~~willfully and intentionally ~~converts~~interfered with the Plaintiff's and the Class Members' right to control their Personal Information ~~from that which is unique, personal or sensitive~~by obtaining it without lawful right and converting it into statistics, algorithms and revenue streams to drive their profits and further the intrusion into the Plaintiff's and Class Member's affairs.

83. ~~57.~~ Google's ~~conversion~~use of the Plaintiff's and the Class Members' Personal Information ~~allows Google to develop further mechanisms to intrude upon the Plaintiff~~significantly reduces the value of the Plaintiff's and the Class Members' ~~chattels and to perpetuate the invasions of their privacy and other harms alleged herein.~~Personal Information. Because Google has obtained the Plaintiff's and the Class Members' Personal Information for free, the Plaintiff and Class Members are less able to market and sell their Personal Information.

84. In the alternative, Google willfully and intentionally converts the Plaintiff's and the Class Members' Personal Information from that which is unique, personal or sensitive

into statistics, algorithms and revenue streams to drive their profits and further the intrusion into the Plaintiff's and Class Member's affairs.

85. ~~58. Google's conversion of the Class Members' Personal Information is motivated by financial gain and is wholly unjustified.~~ Google has no legal right to collect, retain, use or monetize the Personal Information, ~~as there was no valid consent and the~~ Google obtained the Plaintiff's and the Class Members' Personal Information ~~was obtained~~ through the illegal acts alleged herein.

86. ~~59.~~ The collection, retention, use and monetization of the Plaintiff's and Class Members' Personal Information results in the conversion of their personal, unique, or sensitive information in a manner that is inconsistent with their proprietary, property and personal rights.

Invasion of Privacy

87. ~~60. As outlined below,~~ Google's actions constitute a violation of provincial statutes that create torts, actionable without proof of damage, for violations of privacy.

British Columbia Privacy Act

88. ~~61.~~ With respect to Class Members who are domiciled or resident in British Columbia, Google committed the statutory tort in section 1(1) of the ~~British Columbia Privacy Act, RSBC 1996, c 373, as amended~~ BCPA.

89. ~~62.~~ Google, ~~willfully~~ wilfully and without a claim of right, violated the privacy of the British Columbia Class Members.

90. ~~63.~~ Google failed to obtain meaningful consent prior to the collection, retention, or use of the Class Members' Personal Information.

~~64.~~ Alternatively, the Plaintiff's and Class Members' consent was obtained through use of Dark Patterns and the Misrepresentations and Omissions alleged above and is ~~therefore~~ invalid, or the enforcement of the Google Terms would be unconscionable.

91. ~~65.~~ Further, Google's actions are tantamount to surveillance ~~by way of trespass,~~
~~as particularized above~~ and are contrary to s. 1(4) of the BCPA.

Saskatchewan Privacy Act

92. ~~66.~~ With respect to Class Members who are domiciled or resident in Saskatchewan, Google committed the statutory tort in section 2 of the ~~Saskatchewan Privacy Act, RSS 1978, c P-24, as amended (the "SPA").~~

93. ~~67.~~ Google, ~~willfully~~ wilfully and without a claim of right, violated the privacy of the Saskatchewan Class Members.

94. ~~68.~~ Google failed to obtain meaningful consent prior to the collection, retention, or use of the Personal Information, contrary to section 3 of the SPA.

~~69.~~ Alternatively, the Plaintiff's and Class Members' consent was obtained through use of Dark Patterns and the Misrepresentations and Omissions alleged above and is ~~therefore~~ invalid, or the enforcement of the Google Terms would be unconscionable.

95. ~~70.~~ Further, Google's actions are tantamount to surveillance ~~by way of trespass,~~
~~as particularized above,~~ contrary to s. 3 of the SPA.

96. ~~71.~~ By virtue of section 7 of the SPA, members of the Saskatchewan Class are entitled to damages, an accounting, injunction and any other remedy available at law for Google's breaches.

Manitoba Privacy Act

97. ~~72.~~ With respect to Class Members who are domiciled or resident in Manitoba, Google committed the statutory tort in section 2 of the ~~Manitoba Privacy Act, CCSM c P125, as amended (the "MPA").~~

98. ~~73.~~ Google, substantially, unreasonably, and without claim of right, violated the privacy of the Manitoba Class Members.

99. ~~74.~~ Google failed to obtain meaningful consent prior to the collection, retention, or use of the Personal Information.

~~75.~~ Alternatively, the Plaintiff's and Class Members' consent was obtained through using Dark Patterns and the Misrepresentations and Omissions alleged above and is therefore invalid, or the enforcement of the Google Terms would be unconscionable.

100. ~~76.~~ Further, Google's actions are tantamount to surveillance ~~by way of trespass, as particularized above,~~ contrary to s. 3 of the MPA.

101. ~~77.~~ By virtue of section 4 of the *MPA*, members of the Manitoba Class are entitled to damages, an accounting, injunction and any other remedy available at law for Google's breaches.

Newfoundland Privacy Act

102. ~~78.~~ With respect to Class Members who are domiciled or resident in Newfoundland and Labrador, Google violated section 3(1) of the ~~Newfoundland Privacy Act, RSNL 1990, c P-22, as amended (the "NPA").~~

103. ~~79.~~ Google, without a claim of right, ~~willfully~~ wilfully violated the privacy of the Newfoundland and Labrador Class Members.

104. ~~80.~~ Google failed to obtain meaningful consent prior to the collection, retention, or use of the Personal Information.

~~81.~~ Alternatively, the Plaintiff's and Class Members' consent was obtained through using Dark Patterns and the Misrepresentations and Omissions alleged above and is therefore invalid, or the enforcement of the Google Terms would be unconscionable.

105. ~~82.~~ Further, Google's actions are tantamount to surveillance ~~by way of trespass, as particularized above,~~ contrary to s. 4 of the NPA.

106. ~~83.~~ By virtue of section 6 of the *NPA*, members of the Newfoundland and Labrador Class are entitled to damages, an accounting, injunction and any other remedy available at law for Google's breaches.

Intrusion Upon Seclusion

107. ~~84.~~ Google's actions constitute an intentional or reckless intrusion upon the Class Members' seclusion that would be highly offensive to a reasonable person, for which they are liable to members of the Class.

108. ~~85.~~ Google's taking or use of the Plaintiff and the Class Members' Personal Information was unauthorized and inconsistent with the Plaintiff's and the Class Members' right of possession.

109. ~~86.~~ As described above, Google intentionally, ~~willfully~~wilfully or recklessly intruded upon the Class Members' reasonable expectation of privacy ~~by.~~ Google's conduct includes:

- (a) ~~a.~~ failing to obtain meaningful consent from the Class to collect, retain, or use their Personal Information;
- (b) ~~b. using Dark Patterns and~~ making the Misrepresentations and Omissions to the Class and ~~the Consumer Class, respectively, and,~~ in doing so, leading the Class Members to believe their Personal Information would remain private;
- (c) ~~c.~~ collecting, retaining, or using Personal Information despite ~~their~~Class Members' reasonable expectations of privacy;
- (d) ~~d.~~ collecting, retaining, or using Personal Information in a manner inconsistent with the Google Terms and Privacy Policy; and
- (e) ~~e.~~ developing the Profiles based on the Class Members' Personal Information.

110. ~~87.~~ The actions of Google are uniformly and objectively highly offensive, causing distress and anguish to Class Members, for which they are liable.

~~88.~~ Google's intrusion upon the Plaintiff's and the Class Members' privacy was, and continues to be, objectively highly offensive ~~due to the following~~:

- (a) ~~a. the manner in which~~ the Personal Information ~~is~~was collected, ~~including by making through~~ the Misrepresentations and Omissions ~~as alleged herein~~ and Dark Patterns;
- (b) Google records Class Members' Personal Information, it does not merely observe it;
- (c) Google has been recording Class Members' Personal Information for more than a decade. Google's conduct is not fleeting, but a sustained effort to collect as much Personal Information as possible from every Class Member;
- (d) ~~b.~~ the nature of the Personal Information collected, retained or used includes sensitive information;
- (e) ~~c.~~ the Profiles created by Google contain extremely sensitive information;
- (f) ~~d.~~ Google ~~may use the Plaintiff's and~~ controls Class Members' Personal Information ~~to further their business interests without prior meaningful consent;~~ and can use it for any reason it chooses. Class Members are left hoping Google does not share or abuse their Personal Information, or use it for a purpose they find unacceptable;
- (g) ~~e. Google's disregard for their users~~ Google disregarded Class Members' privacy rights despite recognizing that Class Members have reasonable and objective expectations of privacy; and
- (h) ~~f.~~ Google's ~~disregard for the Plaintiff's and Class Members' privacy rights~~ conduct was motivated, directly or indirectly, wholly or partially, by Google's own financial interest or commercial gain.

111. ~~89.~~ Google invaded the Plaintiff's and Class Members' private affairs with no lawful justification. Google's actions are uniformly and objectively highly offensive, causing distress, humiliation, and anguish to the Plaintiff and Class Members, for which they are liable.

Standard for Invasion of Privacy and Intrusion on Seclusion

112. ~~90.~~ As detailed above, Class Members have a privacy interest in their Personal Information. The Personal Information collected to by Google also constitutes ~~personal information~~ Personal Information pursuant to *PIPA BC*, *PIPA AB*, and *PIPEDA*, which inform the standard of care Google is obligated to meet in its collection, retention and use of the Class Members' Personal Information.

113. ~~91.~~ Under *PIPEDA*, *PIPA BC*, and *PIPA AB*, ~~the Defendants have~~ Google has a duty to collect and use the Class Members' Personal Information for specified purposes only. The Class Members' Personal Information should only be retained as long as required to serve those specified purposes.

114. ~~92.~~ Google's failure to properly disclose the specified purposes for which it intends to and did collect, retain and use the Class Members' Personal Information ~~constitutes a breach of~~ amounts to conduct contrary to *PIPEDA*, including breaches of the valid consent provisions in sections 6.1 and the Fair Information Principles incorporated under section 5(1) Invasion of Privacy, and breaches of *PIPA BC* and *PIPA AB*.

115. ~~93.~~ Google retains the Class Members' Personal Information for longer than required to meet the purposes Google specifies.

Breach of the Competition Act

116. ~~94.~~ Section 52 of the *Competition Act* prohibits knowingly or recklessly making misleading representations to promote a business interest.

117. ~~95.~~ Google knowingly and intentionally structured the disclosure of the collection, retention or use of the Class Members' Personal Information in a manner that is objectively and uniformly false and misleading in material respects in order to capitalize on the use of the Plaintiff's and Class Members' Personal Information.

118. ~~96.~~ The Misrepresentations and Omissions in the Impugned Documents are affirmative ~~Misrepresentations~~ misrepresentations made expressly, and in standard form, to every Class Member. The Impugned Documents are false and misleading in objective and material respects because they create the general but false impression that Class Members have control over their Personal Information ~~collected by Google when they do not.~~ This allowed Google to avoid scrutiny and public outcry as it amassed massive amounts of Personal Information from Class Members.

~~97. It is not necessary to prove that a person was deceived or misled to establish a breach of section 52 of the Competition Act.~~

119. Google's conduct contrary to s.52 of the Competition Act distorted the market for targeted advertising by denying Class Members the ability to control their Personal Information and thereby caused loss to the Class Members which is recoverable pursuant to s.36 Competition Act..

120. ~~98.~~ In addition to all other remedies available at law, the Plaintiff is entitled to damages and costs of investigation and prosecution pursuant to section 36 of the *Competition Act*. Without limitation, Google obtains unlawful revenues from the Personal Information collected, retained or used pursuant to the false and misleading Misrepresentations.

Breach of Consumer Protection Laws

British Columbia BPCPA

121. ~~99.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident in British Columbia, Google commits unfair practices as provided in Part 2 of the *BPCPA*.

122. ~~400.~~ Google offers a “service” in the context of a “consumer transaction” wherein Google is the “supplier” for the purposes of section 1 of the *BPCPA*.

123. ~~401.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions in a manner that has the capability, tendency or effect of deceiving or misleading a consumer, contrary to sections 4 and 5 of the *BPCPA*, either expressly or on analogous grounds.

124. ~~402.~~ Google knows, or ought to know, that ~~the members of the~~ British Columbia ~~Consumer~~ Class Members were not reasonably able to protect their interests to prevent the unlawful collection, retention or use of the Personal Information. Google committed unconscionable practices, contrary to sections 8 and 9 of the *BPCPA*.

125. ~~403.~~ By virtue of section 171 of the *BPCPA*, ~~members of the~~ British Columbia ~~Consumer~~ Class Members are entitled to damages, including exemplary and punitive damages for the egregious nature of Google’s breaches.

Alberta Consumer Protection Act

126. ~~404.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident in Alberta, Google commits unfair practices as provided in Part 2 of the ~~*Consumer Protection Act, RSA 2000, c C-26.3 (the “ACPA”).*~~

127. ~~405.~~ Google offers a “service” in the context of a “consumer transaction” wherein Google is the “supplier” for the purposes of section 1 of the *ACPA*.

128. ~~406.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions in a manner that might reasonably deceive or mislead a consumer contrary to section 6 of the *ACPA*, either expressly or on analogous grounds.

129. ~~407.~~ By virtue of sections 7.2, 13 and 17 of the *ACPA*, ~~members of the~~ Alberta ~~Consumer~~ Class Members are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Google’s breaches.

Saskatchewan Consumer Protection and Business Practices Act

130. ~~108.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident in Saskatchewan, Google commits unfair practices as provided in Part 2 of ~~The Consumer Protection and Business Practices Act, SS 2013, c C-30.2, as amended (the~~ “the SCPBPA”~~).~~

131. ~~109.~~ Google offers a “service” in the context of a transaction wherein Google is the “supplier” for the purposes of section 2 of the *SCBPA*.

132. ~~110.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions in a manner that might reasonably deceive or mislead a consumer contrary to sections 6, 7 and 8 of the *SCBPA*, either expressly or on analogous grounds.

133. ~~111.~~ By virtue of section 93 of the *SCBPA*, ~~members of the~~ Saskatchewan ~~Consumer~~ Class Members are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Google’s breaches.

Manitoba Business Practices Act

134. ~~112.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident in Manitoba, Google commits unfair practices as provided in Part I of ~~The Business Practices Act, CCSM c B120 (the “MBPA”~~).

135. ~~113.~~ Google offers a “good” in the context of a “consumer transaction” wherein Google is the “supplier” for the purposes of section 1 of the *MBPA*.

136. ~~114.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions in a manner that might reasonably deceive or mislead a consumer contrary to sections 2, 3 and 5 of the *MBPA*, either expressly or on analogous grounds.

137. ~~115.~~ By virtue of section 23 of the *MBPA*, ~~members of the Consumer~~ Manitoba Class Members are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Google's breaches.

Newfound & Labrador Consumer Protection and Business Practices Act

138. ~~116.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident in the Province of Newfoundland & Labrador, Google committed unfair practices as provided in Part III of ~~Consumer Protection and Business Practices Act, SNL 2009, c C-31.1 (the “the NCPBPA”)~~.

139. ~~117.~~ Google Services are a “service” in the context of a “consumer transaction” wherein Google is the “supplier”, for the purposes of section 2 of the *NCPBPA*.

140. ~~118.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions in a manner that might reasonably deceive or mislead a consumer contrary to sections 7 and 9 of the *NCPBPA*, either expressly or on analogous grounds.

141. ~~119.~~ Google knows, or ought to know, that ~~members of the~~ Newfoundland & Labrador ~~Consumer~~ Class Members are not reasonably able to protect their interests to prevent the unlawful collection, retention or use of the Personal Information. Google thereby committed unconscionable practices, contrary to sections 8 and 9 of the *NCPBPA*.

142. ~~120.~~ By virtue of section 10 of the *NCPBPA*, ~~members of the~~ Newfoundland & Labrador ~~Consumer~~ Class Members are entitled to damages, including exemplary and punitive damages for the egregious nature of Google's breaches.

Prince Edward Island Business Practices Act

143. ~~121.~~ With respect to ~~members of the Consumer~~ Class Members domiciled or resident on Prince Edward Island, Google commits unfair and unconscionable practices

as provided in section 2 of the ~~*Business Practices Act*, RSPEI 1988, c B-7~~ (the "*PEIBPA*").

144. ~~122.~~ Google offers a "service" in the context of a "consumer representation" for the purposes of section 2 of the *PEIBPA*.

145. ~~123.~~ Google commits unfair practices by using Dark Patterns and making the Misrepresentations and Omissions which are false, misleading or deceptive, contrary to sections 2 and 3 of the *PEIBPA*, either expressly or on analogous grounds.

146. ~~124.~~ Google knows, or ought to know, that ~~the Plaintiff and the~~ Prince Edward Island Class Members are not reasonably able to protect their interests to prevent the unlawful collection, retention or use of the Personal Information. Google thereby committed unconscionable practices, contrary to sections 2 and 3 of the *PEIBPA*.

147. ~~125.~~ By virtue of section 4 of the *PEIBPA*, ~~members of the Consumer~~ Prince Edward Island Class Members are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Google's breaches.

Ontario Consumer Protection Act

148. With respect to Class Members domiciled or resident in Ontario, Google commits unfair and unconscionable practices as provided in Part III of the *OCPA*.

149. Google provides "services" in the context of "consumer transactions" wherein Google is the "supplier" for the purposes of section 1 of the *OCPA*.

150. Google committed unfair practices by using Dark Patterns and making the Misrepresentations and Omissions which were false, misleading or deceptive, contrary to sections 14 and 17 of the *OCPA*, either expressly or on analogous grounds.

151. Google knows, or ought to have known, that Ontario Class Members are not reasonably able to protect their interests to prevent the unlawful collection, retention and use of the Personal Information. Google committed unconscionable practices, contrary to sections 15 and 17 of the *OCPA*.

152. Google's Dark Patterns, Misrepresentations and Omissions furthered Google's collection of the Class Members' Personal Information which was then monetized for the purpose of deriving revenue therefrom. Ontario Class Members therefore suffered damages from Google's collection, retention, use and monetization of their Personal Information.

153. Pursuant to section 18 of the OCPA, Ontario Class Members are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of the Defendants' breaches.

154. The Plaintiff requests that any requirement for notice under the OCPA be waived in the interest of justice, in accordance with section 101.

Unjust Enrichment

155. ~~126.~~ Google has been unjustly enriched ~~to the extent that they have retained revenues from the~~ by its unlawful collection, ~~retention, or use of the Plaintiff's and the and commercialization of~~ Class Members' Personal Information.

156. The ability to possess and control Class Members' Personal Information is a tangible benefit that passed from Class Members to Google. This is clear from Google's revenues that are derived from its use of this information.

157. ~~127.~~ Google's enrichment represents a corresponding deprivation to the Class Members ~~as a whole,~~ who are deprived of the ability to sell or otherwise control their Personal Information.

158. ~~128. Google's enrichment arises by the illegal acts as set out~~ As described herein. ~~There,~~ there is therefore no juristic reason for ~~the Defendants'~~ Google's enrichment.

159. ~~129.~~ In addition to all other remedies, the Plaintiff and Class Members are entitled to damages and restitution at common law.

Fraudulent Concealment and Discoverability

160. ~~130.~~ Google intentionally and fraudulently concealed the existence of ~~their~~its unlawful conduct from the public, including the Plaintiff and the Class Members, through using Dark Patterns and making the Misrepresentations and Omissions alleged herein. Google made the Misrepresentations and Omissions to the Plaintiff, the Class Members, and the general public in a manner that is misleading to a reasonable person.

161. ~~131.~~ The Plaintiff and the Class Members did not discover, and could not discover through the exercise of reasonable diligence, the existence of the claims sued upon until recently because the Defendants actively, intentionally and purposively used Dark Patterns and made the Misrepresentations and Omissions regarding the collection, retention, and use of Class Members' Personal Information.

162. ~~132.~~ Any applicable statute of limitation has been tolled by Google's knowledge, concealment and denial of the alleged facts, which prevented the Plaintiff and ~~the~~ Class Members from discovering their causes of action.

Remedies**REMEDIES**

Damages

163. ~~133.~~ As a result of Google's acts and omissions, as particularized above, the Plaintiff and the Class Members have suffered losses and damages.

164. ~~134.~~ The Class Members are owed damages to compensate for the violation of their rights to privacy and the opportunity cost of their Private Information in an online marketplace.

165. ~~135.~~ Further, as Google's practices ~~did not comply with the requirements of the BPCPA, the Other~~violate the Consumer Protection Legislation, the Privacy Legislation and the *Competition Act*, the Plaintiff pleads and relies on the remedies provided for in the legislation, which entitles ~~the Consumer~~ Class Members in their respective provinces to damages occasioned on them by Google.

Restitution

166. ~~136.~~ Google was unjustly enriched by the unlawful acts alleged herein and are compelled to restore that benefit to the Class Members.

167. ~~137.~~ Restitution is required to prevent Google's continued unjust enrichment by the illegal acts alleged herein.

Disgorgement

168. ~~138.~~ Compensatory remedies alone are inadequate to address the harm occasioned on the Plaintiff and the Class by Google's unlawful actions.

169. ~~139.~~ The nature of the Plaintiff's and the Class Members' interest in the Personal Information support their legitimate interest in preventing Google's profit-making activity and, hence, in depriving Google of its profits.

Punitive and Exemplary Damages

170. ~~140.~~ By virtue of Google's high-handed conduct and its disregard for the quasi-constitutional privacy rights of Class Members, the Plaintiff asks this Court to award punitive damages against Google in an amount deemed appropriate by this Court at trial.

171. ~~141.~~ Google's actions were high-handed, arrogant, and display a reckless disregard for the Class Members' privacy and property rights. As a result, the Class Members have suffered damage to, among other things, their pride, self-respect and reputation.

172. ~~142.~~ The Plaintiff relies on the respective sections of the *BPCPA*, the ~~Other~~ Consumer Protection Legislation, the Privacy Legislation, and equity which entitles the Court to order exemplary or punitive damages or other relief the court considers proper.

Injunction

173. ~~143.~~ Google should be permanently enjoined from carrying on business in contravention of the applicable laws.

Waiver of Notice

174. ~~144.~~ The Plaintiff requests that any requirement for notice be waived in the interest of justice, in accordance with the ~~Other~~ Consumer Protection Legislation.

Jurisdiction

175. ~~145.~~ This action has a real and substantial connection with British Columbia because, among other things:

- (a) ~~a.~~ A substantial proportion of the proposed Class Members reside in British Columbia;
- (b) ~~b.~~ Many of the agreements were entered into in British Columbia;
- (c) ~~c.~~ The alleged misrepresentations were disseminated in British Columbia;
- (d) ~~d.~~ A substantial portion of the damages sustained by the Class Members were sustained by entities resident and domiciled in British Columbia.

Plaintiff's address for service:

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Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date:

December 19,
2023

Signature of lawyer
for plaintiff


Rebecca Coad

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

The party(ies), name(s) of party(ies), claim(s) the right to serve this pleading/petition on
the party(ies), name(s) of party(ies), outside British Columbia on the ground that state
the circumstances, enumerated in section 10 of the Court Jurisdiction and Proceedings
Transfer Act, on which the plaintiff/petitioner relies

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

~~4.~~ (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) period.~~ (a) prepare a list of documents in Form 22 that lists

~~i.~~ (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.~~ (ii) all other documents to which the party intends to refer at trial, and

~~b)~~ (b) serve the list on all parties of record.

APPENDIX

PART 1 ~~PART 1:~~ **CONCISE SUMMARY OF NATURE OF CLAIM:**

The representative Plaintiff, on behalf of all Class Members, seeks damages as well as restitution and restoration of losses suffered due to the Defendants' unlawful collection of Over Weight Charges in connection with the waste disposal services provided by the Defendants.

PART 2 ~~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 ~~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 ~~PART 4:~~

1. *Class Proceedings Act*, RSBC 1996, c 50