

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-06.000893-178

(class action)
SUPERIOR COURT

SIMON ST-ONGE, [REDACTED]
[REDACTED]

APPLICANT

-vs.-

APPLE INC., legal person duly constituted according to the laws of California, having its principal place of business at 1 Infinite Loop, Cupertino, California, CA 95014, U.S.A.;

-and-

APPLE CANADA INC., legal person duly constituted according to the laws of Canada, having its principal place of business at 120, Bremner Boulevard, suite 1600, Toronto, Ontario, M5J 0A8;

RESPONDENTS

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION &
TO APPOINT THE APPLICANT AS REPRESENTATIVE
(Art. 571 and following of the *Civil Code of Procedure*)**

TO ONE OF THE HONORABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT INDIVIDUALLY AND ON BEHALF OF THE CLASS OF ALL THOSE SIMILARLY SITUATED AS DEFINED HEREIN, RESPECTFULLY SUBMITS THE FOLLOWING:

A. NATURE OF THE ACTION

1. APPLICANT and the Class bring this action against the RESPONDENTS for deceptive trade practices and false advertising in violation of civil, contractual and consumer laws in a matter commonly known to the general public as "*planned or built-in obsolescence*".
2. APPLICANT and other owners of the iPhone 5 and 6 were harmed when their devices' software was updated to the newest versions of iOS10 and iOS11 or later versions of iOS (thereafter "iOS").
3. The update significantly slowed down their iPhones and interfered with the normal usage of the device, leaving APPLICANT and other owners of the iPhone 5 and 6 with a difficult choice: use a slow and buggy device that disrupts everyday life or spend hundreds of dollars to buy a new phone.

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4. RESPONDENTS explicitly represented to the public that iOS is compatible with and supports the iPhone 5 and 6 and RESPONDENTS failed to warn iPhone 5 and 6 owners that the update may or will significantly interfere with the device's performance.
 5. Furthermore RESPONDENTS do not warn APPLICANT and other owners of the iPhone 5 and 6 that the iOS software update is practically irreversible and does not allow iPhone owners to revert their previous iOS;

B. PARTIES

6. APPLICANT is a Montreal resident who lives in Quebec, Canada;
7. All residents in Canada who currently own or have previously owned a I-Phone 5 and 6 or any other group to be determined by the Court;
8. Alternately (or as a subclass) all residents in Quebec who currently own or have previously owned a I-Phone 5 and 6 or any other group to be determined by the Court;
9. RESPONDENT APPLE Inc. is a California corporation with an address at 1 Infinite Loop Cupertino, CA 95014;
10. RESPONDENT APPLE Canada Inc., is an affiliate of RESPONDENT APPLE Inc. and is involved in the importation, distribution, and manufacturing of I-Phone 5 and 6 throughout Canada, including the province of Quebec;

C. FACTS

11. APPLICANT owns an iPhone 5. His iPhone's software was updated to iOS after RESPONDENTS released iOS to the public;
12. After the update, APPLICANT's iPhone was no longer functional for normal use;
13. After the update, APPLICANT's iPhone slowed down significantly, with delayed responses to touch interactions, application ("App" or "Apps") launches (APPLE and third party Apps), and many other problems in all other aspects of the phone's performance;
14. Basically, APPLICANT's iPhone became slow and buggy, with significant usability problems during everyday use;
15. The update caused performance problems in all aspects of the iPhone's functionality, including core functions like the phone, email, text messages, contacts, etc.;
16. Besides slowing down, the update caused crashes and freezes to APPLICANT's iPhone;
17. Other class members also experienced the same or similar problems with iPhone 5 and 6 using iOS;

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18. To the great disbelief of APPLICANT and other class member, RESPONDENTS does not allow iPhone owners to revert their iOS software to a previous, better functioning version of iOS;
 19. Furthermore, RESPONDENTS do not warn the consumer that the iOS software update is practically irreversible;
 20. APPLICANT and other class members were faced with a difficult decision: use a buggy, slow device that disrupts everyday life or spend hundreds of dollars to buy another smartphone, which many cannot financially afford or contractually restricted;
 21. RESPONDENTS's deceptive practices and misleading advertising caused harm and economic loss to the APPLICANT and the class who lost use of a functional iPhone. Some class members were forced to purchase new smartphones;
 22. APPLICANT was subjected to RESPONDENTS's deceptive practices and misleading advertising that are mentioned below;
 23. Upon information and belief, RESPONDENTS are aware and has been aware for some time that the iPhone 5 and 6 functionality and/or performance is negatively affected by iOS;
 24. Upon information and belief, RESPONDENTS were aware of this before iOS was released as a result of internal testing and/or through other means;
 25. However, RESPONDENTS do not warn iPhone 5 and 6 owners of this potential problem in their advertising, website, update page of these iPhones, or in any other medium;
 26. In fact, RESPONDENTS only tout the improvements of the new software over the previous version;
 27. As mentioned above, RESPONDENTS market to consumers that they should update the software because, amongst other reasons, it has "*improved security*" Consumers do not hesitate to have their software updated because a newer version of the software patches security risks found in the previous versions. In other words, not updating means that your phone is vulnerable to security attacks, hacks, and other internet/software dangers in this digital age;
 28. RESPONDENTS encourage consumers to update their iPhone whenever a new update comes out;
 29. On the software update page in the iPhone, RESPONDENTS do advise consumers that their iPhones will improve drastically through a prominent and conspicuous explanation of performance upgrades and new features. RESPONDENTS fail to warn iPhone 5 and 6 owners in their advertising or updating process, that iOS will significantly downgrade performance on their devices;
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30. RESPONDENTS explicitly advertise and advise consumers that the iPhone 5 and 6 are compatible with iOS;
 31. RESPONDENTS also encourage updates through promises of improved Apps, new functionality, better performance, and improved security;
 32. RESPONDENTS clearly want and encourages everyone to update to the latest iOS version because it helps its image, marketing position, ability to sell new devices, bottom line;
 33. When iPhone 5 and 6 owners are faced with the dilemma of continuing to use a slow, buggy phone or spend hundreds to buy a new phone, RESPONDENTS often benefit because consumers will often buy a new iPhone to keep their investment in the App ecosystem. If they buy any other smartphone, they lose the use of all the Apps they purchased and must buy other Apps on the competitor smartphone, incurring a double loss (loss of Apps and payment for new Apps). Upon information and belief, a large number of iPhone 5 and 6 owners purchase newer versions of the iPhone for this reason, enriching RESPONDENTS in the process;
 34. Furthermore, iPhone owners will buy a newer iPhone when faced with the choice because it is familiar and they can easily transfer their information, media, contacts, and apps without a major disruption in usage. There is no learning curve and no delays and trouble that accompany new information input. Thus RESPONDENTS stand to benefit financially when older iPhones are slowed down and owners are forced to purchase a new phone;
 35. To complicate matters, many customers must commit to a new 2-year agreement (or other long-term agreement) with carriers in order to purchase a new iPhone;
 36. As a result of RESPONDENTS' above-mentioned deceptive practices and false advertising, APPLICANT and other class members were harmed by losing normal use of their iPhone 5 and 6, being forced to purchase a new smartphone as the only alternative to living with a slow, buggy, and disruptive device;
 37. RESPONDENTS' statements and advertisements were materially misleading because while it encouraged upgrading to iOS, RESPONDENTS failed to warn iPhone 5 and 6 owners of possible performance degradation;
 38. It is impossible for consumers to miss RESPONDENTS' widespread, ubiquitous advertising net. The advertisements are in Canada and every of its provinces, through seemingly every medium possible, including billboards, magazines, and the Internet;
 39. The APPLICANT and class members were all subjected to the same false, misleading and deceptive practices and advertising as RESPONDENTS designed and promoted iOS for the iPhone to be marketed and distributed in a uniform fashion in Canada and to be adopted by iPhone 5 and 6 owners;
 40. At all relevant times, RESPONDENTS knew its statements and advertisements to be materially misleading. Their statements and advertisements were negligent, reckless, and/or intentional;
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41. RESPONDENTS omitted a warning or disclaimer to iPhone 5 and 6 owners to the effect that iOS may or will degrade overall performance and usability;
 42. The APPLICANT and class members suffered the same or similar harm as a direct result of RESPONDENTS's material misrepresentations and concealment of true material facts, leading the consumer to download and install a product that was hailed as offering a substantial upgrade, enhanced reliability and features, and greater functionality and capability, when in fact such was completely false;

D. CLASS ACTION ALLEGATIONS AND CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

43. This action is brought on behalf of named APPLICANT and as a Class Action pursuant to Civil and contractual Rules, Consumers Law and Civil Procedure on behalf of the following proposed "Class" or "Class Members":

Class: All individuals, businesses, and entities in Canada who own and/or leased an iPhone 5 and 6 and have updated their iPhones to iOS10 and iOS11 or later versions of iOS, or any other group to be determined by the Court;

44. Numerosity: The members of the Class are so numerous and geographically diverse that joinder of all of them is impracticable. While the exact number and identities of members of the Class are unknown to APPLICANT at this time and can only be ascertained through appropriate discovery, APPLICANT believes and avers that there are at least ten of thousands of class members;
 45. Commonality: APPLICANT and Class Members' claims derive from a common core of salient facts and share the same legal claims. There are questions of fact or law common to members of the Class which predominate over any questions affecting any individual members, including, but not limited to, the following:
 - a. Whether it was an **unfair or deceptive business practice** in violation of civil, contractual and consumer protection laws when RESPONDENTS made various statements and advertisements to iPhone 5 and 6 owners regarding iOS;
 - b. Whether it was **deceptive advertising** in violation of civil, contractual and consumer protection laws when RESPONDENTS made various statements and advertisements to iPhone 5 and 6 owners regarding iOS;
 - c. Whether it was **deceptive advertising** in violation of civil, contractual and consumer protection laws when RESPONDENTS omitted facts and/or disclaimers to owners of iPhone 5 or 6 regarding the adverse effect of iOS on the performance of the iPhone 5 and 6;
 - d. Whether it was an **unfair or deceptive business practice** in violation of civil, contractual and consumer protection laws when RESPONDENTS omitted facts and/or disclaimers to owners of iPhone 5 and 6 regarding the adverse effect of iOS on the performance of the iPhone 5 or 6;
 - e. Whether it was an **unfair or deceptive business practice** in violation of civil, contractual and consumer protection laws when RESPONDENTS made iOS available for download to iPhone 5 and 6 owners;
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46. Typicality: APPLICANT's claims are typical of the claims of other members of the Class in that APPLICANT's claims arise from the same course of deceptive conduct by RESPONDENTS that affects Class Members. APPLICANT, like other Class Members, was harmed by RESPONDENTS' statements, advertisements, and the degraded functionality of his device. APPLICANT, like other Class Members, was harmed by RESPONDENTS' failure to warn iPhone 5 or 6 owners that iOS may or will significantly and negatively affect the functionality and performance of his device;
 47. Adequacy: APPLICANT will fairly and adequately protect the interests of the Class. APPLICANT claims are coextensive with, and not antagonistic to, the claims of other Class Members. APPLICANT is willing and able to vigorously prosecute this action on behalf of the Class. APPLICANT's attorneys are competent and experienced in the area of representative and class actions;
 48. APPLICANT brings this action under civil, procedural, contractual and consumer protection laws because common questions of law and fact predominate over issues that are individual to members of the Class. The proposed Class is sufficiently cohesive to warrant class and representative treatment. Upon information and belief, RESPONDENTS have the technology and records that would permit APPLICANT a plausible class-wide method for proving the case. Certification under 571 CPC and ss. is also appropriate because a class action is superior to other available methods for the fair and efficient adjudication of this action. The expense of litigating each Class Member's claim individually would be so cost prohibitive as to deny Class Members a viable remedy. APPLICANT envisions no unusual difficulty in the management of this action as a class action;
 49. APPLICANT also brings this action under 571 CPC and ss. because Respondent has acted or refused to act on grounds generally applicable to all members of the Class, thereby making final injunctive relief concerning the Class as a whole appropriate. In the absence of appropriate injunctive relief, RESPONDENTS will continue its unfair and deceptive practices. RESPONDENTS' uniform conduct towards APPLICANT and the other members of the Class makes certification under 571 CPC appropriate;
 50. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against RESPONDENTS. Even if the class members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of RESPONDENTS would increase delay and expense to all parties and to the court system;
 51. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the class;
 52. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;

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53. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;

E. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

54. The action that the APPLICANT wishes to institute on behalf of the members of the class is an action in damages and an injunctive remedy;
55. The conclusions that the APPLICANT wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the APPLICANT and each of the members of the Class;

DECLARE the RESPONDENTS have committed unfair, false, misleading, and/or deceptive conduct;

ORDER the RESPONDENTS to cease from continuing their unfair, false, misleading, and/or deceptive conduct;

ORDER the Defendants to buy back the Respondent's and each of the members of the class's iPhones or otherwise, free of charge, replace said iPhones with iPhone 8 or newer;

DECLARE the RESPONDENTS solidarily liable for the damages suffered by the APPLICANT and each of the members of the Class;

CONDEMN the RESPONDENTS to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the RESPONDENTS to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the RESPONDENTS to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the RESPONDENTS to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the RESPONDENTS to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the Class;

F. JURISDICTION AND VENUE

56. The APPLICANT requests that he be attributed the status of representative of the Class members;
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57. APPLICANT is a member of the class;
 58. APPLICANT is ready and available to manage and direct the present action in the interest of the members of the class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec and the Fonds d'aide aux recours collectifs, as the case may be, and to collaborate with her attorneys;
 59. APPLICANT has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;
 60. APPLICANT has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
 61. APPLICANT, with the assistance of his attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;
 62. APPLICANT is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of RESPONDENTS' conduct;
 63. APPLICANT understands the nature of the action;
 64. APPLICANT's interests are not antagonistic to those of other members of the class;
 65. The APPLICANT suggests that this class action be exercised before the Superior Court of justice in the district of Montreal;
 66. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;
 67. The APPLICANT's attorneys practice their profession in the judicial district of Montreal;
 68. The present application is well founded in fact and in law;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

APPOINT the APPLICANT as representative of the persons included in the class herein described as:

All individuals, businesses, and entities in Canada who own and/or leased an iPhone 5 and 6 and have updated their iPhones to iOS10 and iOS11 or later versions of iOS, or any other group to be determined by the Court;

IDENTIFY the principle issues of fact and law to be treated collectively as the following:

- a) Did iPhone 5, and 6 slow down significantly, crash or freeze after the update to iOS?
- b) Where APPLICANT and other owners of the iPhone 5 and 6 harmed when their devices' software was updated to the newest versions of iOS10 and iOS11 or later versions of iOS?
- c) Did the RESPONDENTS know or should they have known that the iPhone 5 and 6 functionality and/or performance would be negatively affected by iOS upgrade?
- d) Should RESPONDENTS have warned iPhone 5 and 6 owners of this potential problem in their advertising, website update page of these iPhones, or in any other medium?
- e) Did RESPONDENTS purposely not allow iPhone iPhone 5 and 6 owners to revert their iOS software to a previous, better functioning version of iOS?
- f) Did RESPONDENTS purposely not warn iPhone iPhone 5 and 6 owners that the iOS software update is practically irreversible?
- g) Did RESPONDENTS' engage in unfair, false and misleading advertising practices regarding the software updates to the newer versions of their iOS (10 and 11 or later versions of iOS)?
- h) Should an injunctive remedy be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- f) Should an injunctive remedy be order to force the Respondents to buy back the Respondent's and each of the members of the class's iPhones or otherwise, free of charge, replace said iPhones with iPhone 8 or newer?
- g) Are the Respondents responsible for all related damages to Class Members as a result of their misconduct and in what amount?
- h) Are the Respondents responsible to pay punitive damages to Class Members and in what amount?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the APPLICANT and each of the members of the Class;

DECLARE the RESPONDENTS have committed unfair, false, misleading, and/or deceptive conduct;

ORDER the RESPONDENTS to cease from continuing their unfair, false, misleading, and/or deceptive conduct;

ORDER the Defendants to buy back the Respondent's and each of the members of the class's iPhones or otherwise, free of charge, replace said iPhones with iPhone 8 or newer;

DECLARE the RESPONDENTS solidarily liable for the damages suffered by the APPLICANT and each of the members of the Class;

CONDEMN the RESPONDENTS to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the RESPONDENTS to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the RESPONDENTS to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the RESPONDENTS to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the RESPONDENTS to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the Class;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in The Montreal Gazette and La Presse;

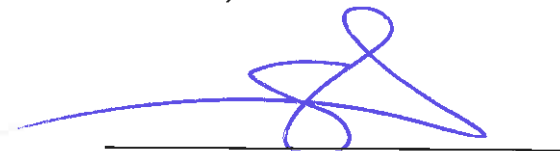
ORDER that said notice be available on the Respondents' websites, Facebook pages, and Twitter accounts with a link stating "*Notice to iPhone 5 and 6 Owners/Lessees*";

ORDER that said notice be sent by individual letters emailed and/or mailed to Class Members by using the Respondents' customer list;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the class;

THE WHOLE with costs, including all publication and dissemination fees;

Montreal, November 30th 2017



DE LOUYA MARKAKIS

Per: Me Eric De Louya

Attorneys for APPLICANT

SUMMONS

(Art. 145 and following of the *Civil Code of Procedure*)

FILING OF A JUDICIAL APPLICATION

Take notice that the APPLICANT has filed this *APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANT AS REPRESENTATIVE* in the office of the Superior Court of Quebec in the judicial district of Montreal.

DEFENDANT'S ANSWER

You must answer the application in writing, personally or through a lawyer, at the **Montreal Courthouse** situated at **1 rue Notre-Dame Est, Montreal, Quebec, H2Y 1B6** within **fifteen (15)** days of service of the application or, if you have no domicile, residence or establishment in Québec, **within thirty (30) days**. The answer must be notified to the APPLICANT's lawyer or, if the APPLICANT is not represented, to the APPLICANT.

FAILURE TO ANSWER

If you fail to answer within the time limit of fifteen (15) or thirty (30) days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

CONTENT OF ANSWER

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the APPLICANT in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

CHANGE OF JUDICIAL DISTRICT

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the APPLICANT.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

TRANSFER OF APPLICATION TO SMALL CLAIMS DIVISION

If you qualify to act as a **APPLICANT** under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the **APPLICANT**'s legal costs will not exceed those prescribed for the recovery of small claims.

CALLING TO A CASE MANAGEMENT CONFERENCE

Within twenty (20) days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

NOTICE OF PRESENTATION OF AN APPLICATION

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, November 30th 2017



DE LOUYA MARKAKIS

Per: Me Eric De Louya

Attorneys for **APPLICANT**

NOTICE OF PRESENTATION
(Articles 146 and 574 al.2 C.P.C.)

TO: APPLE, INC.
1 Infinite Loop,
Cupertino, CA 95014;

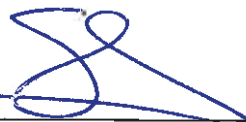
-and-

APPLE CANADA, INC.,
120 Bremner Boulevard, Suite 1600
Toronto, ON M5J 0A5;

TAKE NOTICE that the present *APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANT AS REPRESENTATIVE* will be presented before one of the Honorable Judges of the Superior Court of Quebec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montreal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, November 30th 2017



DE LOUYA MARKAKIS
Per: Me Eric De Louya
Attorneys for APPLICANT

No : 500-06-000893-178

(class action)
SUPERIOR COURT

SIMON ST-ONGE, residing and domiciled at 3-3442, rue Sainte-Famille, Montreal, province of Quebec, H2X 2K8;

APPLICANT

-vs.-

APPLE INC., legal person duly constituted according to the laws of California, having its principal place of business at 1 Infinite Loop, Cupertino, California, CA 95014, U.S.A.;

-and-

APPLE CANADA INC., legal person duly constituted according to the laws of Canada, having its principal place of business at 120, Bremner Boulevard, suite 1600, Toronto, Ontario, M5J 0A8;

RESPONDENTS

**APPLICATION TO AUTHORIZE THE BRINGING
OF A CLASS ACTION &
TO APPOINT THE APPLICANT AS
REPRESENTATIVE**

ORIGINAL

Notre dossier : **ED-A-608.1**

Avocat en charge : **M^e ERIC DE LOUYA**

BD3444



DE LOUYA MARKAKIS
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