(Class Action Division)

CANADA **SUPERIOR COURT OF QUEBEC**

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-001352-257

I. K.

Plaintiff

vs.

APPLE CANADA INC.

-and-

APPLE, INC.

Defendants

AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE FOLLOWING:

Introduction:

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

> All persons in Canada who purchased, owned, used or possessed an Apple Siri Device, and members of their households, whose conversations were obtained by Apple and/or were shared with third parties without their consent from at least as early as October 12, 2011 to the present (the "**Class Period**"), or any other Group(s) or Sub-Group(s) to be determined by the Court;

(hereinafter referred to as the "**Class Members"**, the "**Class**", the "**Group Members**", the "**Group**", the "**Customers**", or the "**Consumers**");

2. Defendant Apple, Inc. ("**Apple USA**") is an American company incorporated in the State of California (USA) and having its head office in Cupertino, California, USA. Apple USA develops, manufactures, distributes, and sells various electronic devices, including without limitation smartphones, laptops and computers and their relevant accessories or components, smart tablets, headphones, smart watches, virtual reality equipment, smart home equipment, etc., worldwide and throughout Canada (including in the Province of Quebec), either directly or indirectly through its affiliate and/or subsidiary Defendant Apple Canada Inc. ("**Apple Canada**"). Apple Canada has its elected domicile in the City of Montreal, Province of Quebec. Given their close ties, both Defendants are being collectively referred to herein as "**Apple**".

The situation:

3. This action arises from Apple's unlawful and intentional interception and recording of individuals' confidential communications without their consent and subsequent unauthorized disclosure of those communications to third parties from approximately October 2011 to the present (the "**Class Period**").

4. Siri is a purported artificial intelligence-based virtual assistant developed by Apple that allows individuals to use their voice to ask questions and receive answers based on information available on the internet and to give instructions for simple tasks that Siri executes. Apple preloads Siri on devices it manufactures, specifically laptops (MacBook), desktop computers (iMac), smartphones (iPhone), tablet computers (iPad), smart speakers (HomePod), music devices (iPod touch), headphones (AirPods), wearable devices (Apple Watch), and home entertainment devices (Apple TV) (collectively the "**Siri Device(s)**" or "**Apple Siri Device(s)**").

5. Siri Devices are sold throughout Canada, including Quebec, at national retailers, such as Wal-Mart and Best Buy, local retailers, as well as through Apple's own network of brick-and-mortar stores and Apple's website. Apple does not allow its users to opt out of some functionalities of Siri, short of disabling Siri altogether.

6. Siri is a voice-activated “intelligent assistant” program that uses the internet to perform a variety of tasks, including: providing users with information in response to questions; playing music; setting alarms, timers, and reminders; and controlling other internet-connected home devices.

7. As more fully detailed below, Apple has consistently represented that Siri is only triggered by a user uttering a designated hot word such as “Hey, Siri” or by a user performing some other designated action, such as pressing a button for a pre-programmed amount of time. Once activated, Siri records your voice and translates your request into code.

8. This code is input into an algorithm that determines what information a user is seeking or what task they want performed. Siri assesses what tasks need to be carried out and then determines whether the required information can be accessed from within the Apple Siri Device itself or from online sources (i.e. the Internet). Siri is then able to craft complete and cohesive sentences in response to the type of question or command requested.

9. Siri Devices listen for the hot word by using a speech recognizer that records and analyzes short snippets of audio from their surroundings. This audio is stored locally in the Siri Device’s random-access memory (“RAM”). Audio stored in a Siri Device’s RAM is continuously overwritten as new audio is recorded and analyzed until the hot word is detected. The speech recognizer then generates a “confidence score” that the audio contained the hot word.

10. When a Siri Device detects a sufficiently high confidence score, it “wakes up,” or “activates” Siri. At this point, the Siri Device begins transmitting audio to Apple for analysis. The purpose of this analysis is to respond to user commands issued after the hot word.

11. For example, if a user says, “Hey Siri, what is the weather in Montreal?” Siri will transmit that audio to Apple for analysis and provide a response. Users can also ask Siri to, among other things, set alarms (“Wake me up at 7 AM”), play music

("Play me something I'd like"), access text messages ("Read my last message"), or control smart appliances ("Turn on the lights in the living room").

11.1. When a user makes a request that requires online searches to be conducted by Siri, the Siri Device accesses the Internet to seek out the necessary information.

Apple's advertising and marketing profits:

11.2. At all relevant times, Google had already been the default search engine used by Apple's various devices and by Apple's own "Safari" web browser, representing billions of US dollars in revenue paid by Google to Apple, the whole as more fully appears from a CNBC article dated August 14, 2017, a copy of which is communicated herewith as **Exhibit P-1**.

11.3. In addition, since 2017, Google also became the default search engine for Siri and Siri Devices, as part of a further multi-billions dollar (USD) deal between Apple and Google, the whole as more fully appears from a CNBC article dated September 25, 2017, a copy of which is communicated herewith as **Exhibit P-2**.

11.4. Therefore, after searching for information on Google, Siri gives the user the raw, ranked search results that appears on a regular Google search results page.

11.5. Every year, Apple therefore earns billions of US dollars in revenues from the Siri Devices using Google as the default search engine. Indeed, Apple earned at least $3 billion USD per year from Google (as of 2017) to use Google as its default search engine. Google, in turn, earned even more profits by monetizing the Apple Siri Devices' searches through advertisements, therefore earning profits whenever Siri refers Class Members to its Google search results, the whole as more fully explained in said CNBC article dated September 25, 2017 (Exhibit P-2).

11.6. Accordingly, Siri's online searches increase direct traffic from Apple Siri Devices to Google, the whole in order for Apple to continue to earn these billions of dollars

in revenue. Apple therefore has and had significant financial interest to have Siri continue to refer as many search inquiries and as much data as possible to Google.

11.7. Additionally, when users search for a product or service on Google, they leave behind a digital footprint which consists of *inter alia* search queries, browsing history, device information, and location data.

11.8. Indeed, websites and apps use such tracking "cookies" and user IP addresses to monitor a user's online activity, including the products or services users viewed or searched for. This is the primary mechanism enabling cross-platform advertising. Cookies (also known as HTTP cookie, web cookie or Internet cookie) are text files in a user's browser or apps that track information they have searched, or small pieces of data sent from a website and stored on the user's computer or device while that user is browsing (or searching). IP addresses, on the other hand, are data precisely showing where a specific user is located, also used by compagnies in order to create targeted advertisements toward those users, the whole as more fully appears from a Global News article dated March 28, 2018, a copy of which is communicated as **Exhibit P-3**.

11.9. Therefore, when a user visits websites after a Google search, third-party cookies placed on his or her device track the online behavior and interests, which leads to ongoing data collection. The collected data is then shared with advertising networks and platforms that have access to this information through partnerships and data exchanges, in order to increase targeted advertising to said users.

11.10. In fact, companies like Google and Meta (which controls popular social media apps such as Facebook, Instagram, and WhatsApp) maintain extensive partnerships with data aggregation companies. These companies collect consumer information from various sources and then package and sell this data to advertising platforms, enable cross-platform tracking and targeting, and create comprehensive consumer profiles by combining online and offline data.

11.11. When a user searches for a product on Google, the search query first signals purchase intent to Google's algorithms. This intent data then becomes available to

advertisers through Google's ad network, where advertisers with access to both Google and social media advertisement platforms can retarget the user in question.

11.12. Indeed, advertising companies use a technique called "re-targeted" advertisement strategy, which is a technique through which ads follow a user across the internet after a user has clicked on or purchased a particular product. The main aim behind this is to convert a lead into a successful sale by examining consumer activity and personalizing the ads that a consumer sees. This strategy helps advertisers identify what kind of ad should be positioned where to maximize profits. For instance, a user will google search a particular item (for example a pair of running shoes) and then later see ads for the same item on their separate social media feed (such as Instagram or Facebook).

11.13. Thus, with the abovementioned Internet tracking technologies and advertising strategies in mind, it is clear that data from users' online searches is widely used for marketing purposes and targeted advertising (creating billions of dollars in revenues each year). The content accessed online through a user's browser is directly correlated to the content the user will be exposed to through targeted advertisements. Therefore, the users' online search history and activities has value and creates value and therefore profits for Apple, Google, advertisers, and the ultimate companies selling goods and services.

11.14. Accordingly, since Siri uses Google as the default search engine to perform online searches, every Siri search increases traffic from the Apple Siri Devices to Google's search engine.

11.15. This increasing online traffic allows Google to collect even more user data, including search queries and location information, through widely used Internet tracking technologies. This data is then used for targeted advertising, which is central to Google's revenue model. Therefore, the more Siri conducts online searches, the more data Google monetizes, resulting in increased advertising revenue.

11.16. Apple directly benefits significantly from this arrangement as well since Google is the default engine for both Safari and Apple Siri Devices, and Google pays Apple billions of US dollars each year to maintain this privileged position. This means that while Google earns money through advertising tied to Siri-generated traffic, Apple earns substantial revenue simply by directing that traffic to Google in the first place.

11.17. Therefore, Apple financially profits from the growing number of Siri searches performed as a result of users' voice commands (whether or not Siri was woken up intentionally by the user).

Apple's privacy misrepresentations:

12. Siri has been included on all Siri Devices since October 12, 2011.

13. As of January 2018, Apple claimed that Siri was "actively used on over half a billion devices.", the whole as more fully appears from the Apple press release dated January 23, 2018, a copy of which is communicated herewith as **Exhibit P-4**.

14. Apple touts its privacy protections. If an individual were to ask Siri "Are you always listening," Siri is programmed to respond: "I only listen when you're talking to me."

15. Apple has also (…) consistently ran television commercials declaring "Privacy. That's iPhone" and further stating "[i]f privacy matters in your life, it should matter to the phone your life is on.", the whole as more fully detailed in the following paragraphs.

15.1. In a YouTube commercial posted by Apple and entitled "Commercial Ads 2019 – Apple – Privacy on iPhone – Private Side", Apple underscores its focus on privacy, ending with: "If privacy matters in your life, it should matter to the phone your life is on", the whole as more fully appears from the Apple March 28, 2019 commercial, a copy of which is communicated herewith as **Exhibit P-5**.

15.2. A second YouTube commercial, entitled "Privacy. That's iPhone Commercial by Apple", further depicts personal data being shared to third parties and concludes:

"Some things shouldn't be shared. iPhone helps keep it that way. Privacy. That's iPhone.", the whole as more fully appears from the Apple November 29, 2020 commercial, a copy of which is communicated herewith as **Exhibit P-6**.

15.3 A third YouTube commercial, "Privacy on iPhone | Tracked | Apple", presents another lighthearted scenario emphasizing user control over tracking. It ends with the message: "Choose who tracks your information and who doesn't. Privacy. That's iPhone.", the whole as more fully appears from the Apple May 20, 2021 commercial, a copy of which is communicated herewith as **Exhibit P-7**.

15.4. A fourth YouTube commercial, "Data Auction | Apple Privacy Commercial", conveys a similar message through a dramatized personal data auction. It concludes with the slogan: "It's your data. iPhone helps keep it that way. Privacy that's iPhone", the whole as more fully appears from the Apple May 18, 2022 commercial, a copy of which is communicated herewith as **Exhibit P-8**.

15.5. A fifth commercial, "The Waiting Room – Privacy on iPhone – Apple Commercial with Jane Lynch", highlights privacy protections within Apple's Health app. The commercial ends with the statement "Your Health data is personal. The health app helps keep it private. Privacy. That's iPhone.", the whole as more fully appears from the Apple May 24, 2023 commercial, a copy of which is communicated herewith as **Exhibit P-9**.

15.6. In a sixth commercial, "Privacy on iPhone | Flock | Apple", Apple depicts a series of cameras spying on individuals' browsing activity. The video culminates in the message: "Your browsing is being watched. Safari. A browser that's actually private." The video ends with the tagline "Privacy. That's iPhone", the whole as more fully appears from the Apple July 16, 2024 commercial, a copy of which is communicated herewith as **Exhibit P-10**.

15.7 In March 2018, Apple's own Chief Executive Office (CEO) Tim Cook publicly confirmed and admitted that:

> “Privacy to us is a human right. It’s a civil liberty, and something that is unique to America. This is like freedom of speech and freedom of press. Privacy is right up there with that for us”;

the whole as more fully appears from the NBC News March 28, 2018 interview of Apple’s CEO Tim Cook, a copy of which is communicated herewith as **Exhibit P-11**.

15.8 These represent extra-judicial admissions by Apple through its CEO Tim Cook.

16. Apple also bought a billboard at CES 2019, a consumer electronics convention held in Las Vegas, which read: “What happens on your iPhone, stays on your iPhone.”

17. Unfortunately, Apple didn’t and doesn’t live up to the privacy protections it claimed and claims it offers.

18. Class Members have a reasonable expectation of privacy in confidential communications, particularly those that take place in the sanctity of one’s own home.

19. Canadian and Quebec privacy laws prohibit unauthorized interception, access, disclosure, and use of the contents of oral and electronic communications.

20. The Canadian and Quebec Charter also recognize privacy as a fundamental right, and accordingly prohibit, among other things, eavesdropping, recording, and sharing of confidential communications without the consent of all parties to the communication.

21. Well aware of consumers’/users’ legitimate and reasonable expectations of privacy, Apple assured, and continues to assure, its customers, like Plaintiff and the Class Members that Siri Devices will only listen to them and process the recordings accordingly (…) with their consent, which can be given only: (i) by uttering an activation command, like “Hey, Siri” (the “hot word”); (ii) by manually

pressing a button on the device; and (iii) in case of the Apple Watch, by raising the Apple Watch to one's mouth and beginning to talk, the whole as appears from the Apple Support page entitled "Use Siri on all of your Apple devices" published on October 28, 2024, a copy of which is communicated herewith as **Exhibit P-12**.

22. Consequently, individuals who have purchased or used Siri Devices and interacted with Siri have not consented to Apple recording or disclosing conversations where "Hey, Siri" has not been uttered and no button on the device has been pressed.

23. On January 3, 2025, Plaintiff and many other Class Members (unsuspecting consumers) learned that despite Apple's assurances, Apple has intercepted, recorded, disclosed, and misused private conversations of thousands of individuals, including minors, without their knowledge or consent. This revelation followed the public announcement of a USD $95 million class action settlement executed on December 31, 2024, involving similar conduct by Apple in the U.S.A., the whole as more fully detailed below.

24. Plaintiff, who has owned and used various Apple iPhones as her primary cell phone (smartphone) for over a decade, was not aware of this issue before January 3, 2025.

24.1. Similarly, many Class Members had also not been made aware of this ongoing issue and only found out about it when the US settlement was publicly announced on January 3, 2025.

24.2. Furthermore, Plaintiff and most Class Members typically do not actively read and search out neither Apple related news articles nor Apple's webpages and privacy policies. It is only after reading the news reports on the US settlement (only executed on December 31, 2024, as mentioned below) that Plaintiff and many Class Members learned for the first time that Siri had been listening and recording them for years, and that they were not included in the US settlement.

Apple's faults:

25. Apple collected audio recordings of Siri users in numerous instances where a hot word is never spoken and used these recordings for its own commercial and financial benefit, namely to improve the quality of Siri voice assistant dictation, the whole as more fully appears from the Guardian article dated July 26, 2019, a copy of which is communicated herewith as **Exhibit P-13**.

25.1 The said 2019 Guardian article (P-13) cites its interview with a whistleblower who worked for one of Apple's third-party contractors, which listened to such Siri Device recordings at Apple's request. The whistleblower cited in the Guardian article confirmed that Siri Devices are often accidentally activated by simple sounds like a zipper, and in the case of the extremely successful and widely used Apple Watch by simply raising the watch and then speaking (the watch often recording up to 20 seconds of speech). The article indeed confirms that unauthorized activations from the Apple Watch are "incredibly high," making Apple Watch, along with the HomePod, the most frequent source of unintended recordings. Once activated, Siri records everything within range of the Siri Devices' microphone and sends it to Apple's servers (and ultimately to the said third party contractors employing actual human beings to listen to said recordings).

26. Worse, and as confirmed in that same P-13 article, Apple disclosed these recordings to third-party subcontractors and/or affiliates without Siri Devices users' knowledge or consent, including without limitation in order to sell advertising related data on the users.

26.1. Moreover, Apple secretly recorded individuals' private conversations without their consent. These recordings have not only been stored but also sent to human third-party contractors to listen to. As reported in said P-13 article:

> "[…] **siri recordings are passed on to contractors working for the company around the world**. They are tasked with grading the responses on a variety of factors, including whether the activation of the voice assistant was deliberate or accidental, whether the query was something Siri could be expected to help with and whether Siri's response was appropriate."

(Emphasis added)

26.2. These recordings included highly sensitive conversations, such as those between doctors and patients, confidential business negotiations, illicit conversations, and even intimate sexual interactions. The Guardian article noted that such recordings can last up to 30 seconds and are accompanied by user data showing location, contact details, and app data.

26.3. As also reported and confirmed by the whistleblower cited in said P-13 Guardian article, this metadata can easily be used to identify users, thereby further violating their privacy rights.

26.4. Apple intentionally violated the privacy rights of the Plaintiff and Class Members since it established internal practices of having employees, contractors and third-parties review Siri recordings.

26.5. Apple's internal policy of having Siri recordings listen to by third-party human subcontractors from around the world, as detailed in the P-13 article (which includes French speaking subcontractors listening to the recordings from French speaking Class Members herein), demonstrates reckless disregard concerning the personal information and privacy rights of the Plaintiff and Class Members who were being recorded and listened to without their knowledge or consent.

26.6. As a result, Apple breached its contracts with the Plaintiff and Class Members by intercepting, recording, and sharing private conversations in a manner that was inconsistent with and in violation of the Apple's privacy policy and the law. Indeed, Apple's new privacy policy (updated only after the institution of the present proceedings) not only outlines what specific personal data is collected from the user but also purports to outline how the data is collected, shared, used, and allegedly protected, and also where the data is stored, the whole as more fully appears from the Apple Privacy Policy dated January 31, 2025, filed by Apple herein as its Exhibit R-11, a further copy of which is communicated herewith as **Exhibit P-14**.

26.7. In this regard, P-14 confirms that Apple has been storing Canadian users' personal data and recordings outside of Quebec (and Canada), namely in the United States of America, and only admitted this via its newly updated January 31, 2025 Apple Privacy Policy (Exhibit P-14), which was updated only after the institution of the present legal proceedings. This represents a further contravention of the law.

26.8. Apple has therefore represented to the Plaintiff and Class members that their personal information would be collected, used, and disclosed within the parameters specifically outlined in the Privacy Policy and the law. It was an express term of the Privacy Policy that Apple would **only** collect, use, and disclose information within the scope mentioned within the Privacy Policy.

26.9. For example, Apple's new Privacy Policy (P-14) now reads:

> Apple may engage third parties to act as our service providers and perform certain tasks on our behalf, such as processing or storing data, including personal data, in connection with your use of our services and delivering products to customers. Apple service providers are obligated to handle personal data consistent with this Privacy Policy and according to our instructions. **They cannot use the personal data we share for their own purposes and must delete or return the personal data once they've fulfilled our request.**
>
> […]
>
> Apple does not sell your personal data including as "sale" is defined in Nevada and California. Apple also does not "share" your personal data as that term is defined in California. (emphasis added)

26.10. Apple knowingly allowed the Plaintiff and Class Members to believe their collected personal information was being used in a manner consistent with Apple's advertising, Privacy Policy and the law, when Apple knew or should have known this was not true.

26.11. A previous version of Apple's Approach to Privacy Webpage dated September 23, 2019, which is expressly integrated into Apple's Privacy Policy, stated that "Your personal data should always be protected on your device and never shared without your permission.", the whole as more fully appears from the Apple Approach to Privacy webpage as it appeared on Apple's website on September 23, 2019 (retrieved from online web archives), a copy of which is communicated herewith as **Exhibit P-15**. Apple has since pulled this webpage from its active Canadian website.

26.12. Furthermore, on that same archived webpage, Apple gave guarantees of its commitment to protecting users' privacy, by stating "we're always up front about what we collect from you, and we give you the controls to adjust these settings."

26.13. The Approach to Privacy webpage (P-15) also stated that "Apps can use Siri to respond to your requests or send audio to Apple to transcribe to text – but only if you give your permission first.".

26.14. As set forth above, one underlying premise of Apple's privacy policies is that customers' data will not be shared with third parties without the customers' express consent. Under the Siri Privacy Policy, recordings of users' interactions with Siri Devices may only be shared with Apple when the user makes an explicit request of Siri (i.e. uses the hot word "Hey Siri"). These assurances confirm the reasonableness of Plaintiffs' and Class Members' expectation of privacy in the context of their homes and in the presence of Apple Devices in any location.

26.15. In violation of all these Apple assurances and promises, and in violation of Canadian and Quebec privacy laws, Siri Devices experience "false accepts," where the device automatically begins recording conversations despite the user not using a hot word or not pressing the required button on the device. As a result, Siri Devices record users' private conversations, including Plaintiffs' private conversations. Apple obviously knew about this and tolerated this, since it then mandated third party contractors from around the world to have human being listen to and analyse the said private recordings.

26.16. Plaintiff and Class Members have therefore suffered damages due to Defendants' unlawful violations of their fundamental privacy rights.

27. Each such recording and disclosure constitutes an egregious breach of social norms and is a violation of the law.

27.1. At no point did Plaintiff and the Class Members consent to these unlawful recordings. Nor did Apple inform Plaintiff and the Class Members that it was sharing their sensitive personal information and personal and private conversations with third parties.

28. To be sure, Apple's violations are deliberate and calculated to lead to increased revenues for Apple.

29. Apple has conceded and admitted (…) that Siri "collects and stores certain information from your (…) device (…)" and that "Siri also relies on data from your interactions with it. This includes the audio of your (…) request and a computer-generated transcription of it" to improve Siri's reliability, the whole as more fully appears from the Apple Statement dated August 28, 2019, which has been filed by Apple herein as its Exhibit R-1, a further copy of which is communicated herewith as **Exhibit P-16**.

30. After admitting that Apple's conduct fell below "[its] high ideals," Apple announced the temporary suspension of its quality improvement program, the whole as follows (Exhibit P-16) which confirms and extrajudicially admits the following:

> As a result of our review, we realize we haven't been fully living up to our high ideals, and for that we apologize. As we previously announced, we halted the Siri grading program.

Apple's profits:

31. Apple profited handsomely from this invasion of privacy by using the content of conversations which Apple obtains without consent or authorization to improve the

functionality of Siri and thereby gain an advantage over Apple's competitors, as detailed above and as appears from Exhibit P-16.

32. As Apple has publicly admitted, improvements in Siri's speech recognition gave Apple an "incredible advantage" in the space, the whole as more fully appears from an August 24, 2016 MacRumors.com article and interview, a copy of which is communicated herewith as **Exhibit P-17**.

32.1. Despite the seriousness of these violations, Apple did little to address the issue. As confirmed in the P-13 article, Apple merely classified accidental activations as a "technical problem" and Apple did not properly vet the personnel who reviewed and listened to the recordings, nor did it place limitations on that data accessible to third-party contractors. Instead, it imposed performance quotas designed to push contractors to process recordings as quickly as possible.

32.2 This is once again because, by Apple's own acknowledgement, it gained "incredible advantage" in the space by virtue of Siri's improved speech recognition capabilities. Ultimately, Apple is and was focused on its own financial and commercial interests, which is to maximize Siri Device sales and increase it other profits, to the detriment of the Plaintiff and Class Members.

32.3. Apple exploited the fact that users, including Plaintiff and Class Members, were unable to protect their own interests due to a lack of knowledge about the hidden collection and sharing of their personal information and personal conversations with third parties.

32.4. Apple have acted with reckless disregard by allowing the recordings to take place in the first place and, more egregiously, by permitting the recordings to be listen to and permitting this issue to persist despite having full knowledge of it. Rather than remedying the situation, Apple exploited the collected data for its own personal gain.

33. In short, Apple intentionally, willfully, and knowingly violated Class Members' and consumers' privacy rights, including within the sanctity of their own homes.

34. Apple has sold millions of Siri Devices to Canadian consumers (including Quebec) during the Class Period.

35. Plaintiff and Class Members would not have bought their Siri Devices, or would have paid less for them, if they had known Apple was intercepting, recording, disclosing, and otherwise misusing their conversations without consent or authorization.

35.1. Plaintiff and Class Members have suffered objective injury and damages.

35.2. Firstly, they are entitled to compensatory damages (full reimbursement or reduction of obligations/price) since they have paid for privacy protection as advertised but received devices that failed to deliver that feature and in fact actively violated their privacy rights.

35.3. Secondly, they are entitled to further compensatory damages (full reimbursement or reduction of obligations/price) since Plaintiff and Class Members, who continue to own the Apple devices, have experienced a diminished utility in their Apple devices. Indeed, and due to the now confirmed risk of unauthorized recordings and transmissions, Plaintiff and many Class Members (who are now presently aware) have disabled or severely limited their use of Siri, thereby reducing the functional value of their devices (as compared to the functionalities promised by Apple). This represents a loss of value and utility in a product for which Plaintiff and Class Members paid full price for, under the belief that it offered meaningful and secure privacy controls.

35.4. Thirdly, they are entitled to further compensatory damages since they experienced false Siri activations, which not only created more profit for Apple, but which violated their privacy and then exposed them to targeted advertising on other platforms, apps and websites.

35.5. Fourthly, the Plaintiff and Class Members are entitled to other moral damages as a result of this abusive and illegal behavior, including without limitation the fact that third parties listened to their private and confidential conversations.

35.6. Finally, the Plaintiff and Class Members are entitled to punitive damages.

35.7. Apple engaged in unfair practices, made false, misleading and deceptive representations, and intentionally violated the Plaintiff's and the Class Members' fundamental charter protected privacy rights.

36. Apple is one of the world's leading technology companies, designing and manufacturing internet technology devices used by consumers worldwide. In its California headquarters, Apple designs, among other things, Siri Devices. All of these devices come preinstalled with a software program developed by Apple called Siri.

37. The applicable prescription delays (and/or limitations) have been interrupted or tolled by Apple's knowing and active concealment and denial of the facts alleged herein, namely its practice of intercepting, recording, disclosing, and misusing users' private and confidential communications. Plaintiffs and Class Members did not and could not have reasonably discovered the truth about Apple's practices until January 3, 2025.

38. As alleged in detail herein, Apple expressly and impliedly assured consumers/users that Siri Devices will only listen to (…) their voice and process the recordings accordingly, with the consumers'/users' consent, by uttering a hot word, by manually pressing a button on the device to enable "active listening," and in the case of Apple Watch, by raising the Apple Watch to one's mouth and beginning to talk, and that it will not share personal information with third parties without consent, as appears from P-12.

38.1. Accordingly, and as detailed above, Apple promised and assured the Siri Device users the following:

a) That Apple takes their privacy very seriously;
b) That no personal information would be sent to third parties without their consent;
c) That Siri would only listen when intentionally activated by the user;

d) That any Siri data collected would be handled in a way that preserved user anonymity and privacy;

38.2. However, and as detailed above, Apple breached their said promises and assurances because:

a) Siri Devices would frequently and falsely activate Siri and start recording users, without the users' knowledge or consent;
b) These unlawful activations led to private and confidential conversations being recorded, including in intimate, professional, or highly sensitive contexts;
c) Even in the context of a users' intentional activation and use of Siri, users were not informed that their voices would be recorded and stored beyond the immediate request.
d) Apple intentionally transmitted these recordings to third parties, which include human contractors worldwide listening to said private conversations (including the unlawful recordings, without the users' knowledge or consent).
e) These recordings were accompanied by identifiable user data (such as location, contact details and app data) which would easily enable the third parties to trace back conversations to specific individual Class Members, contrary to Apple's assurances of anonymity and privacy (as confirmed in the 2019 Guardian article, Exhibit P-13).

39. Consequently, Plaintiffs and Class Members have a reasonable expectation of privacy in oral and electronic communication regardless of Apple's express assurances. This expectation is particularly heightened where, as here, such communication occurs within one's home.

40. Plaintiff and Class Members would not have been able to uncover the facts underlying their claims because all relevant facts were in the possession of Apple who actively concealed their existence.

40.1. Plaintiff invokes the following sections of provincial and federal legislation which apply under the circumstances and Plaintiff respectfully submits that the mere fact that the users' personal information and recordings were, without consent, entrusted to Apple and subsequently shared to third parties as detailed above constitutes an unlawful violation of the Class Members' fundamental rights, which makes Apple liable to pay compensatory, moral and punitive damages:

a) Sections 3, 35, 36, 37, 1457, 1458 and 1621 of the *Civil Code of Quebec*, S,Q, 1991, c. 64;

b) Sections 7 and 24(1) of the *Canadian Charter of Rights and Freedoms*, Part I of the Constitution Act, 1982, being schedule B of the *Canada Act 1982* (UK), 1982, c. 11;

c) Sections 5 and 49 of the *Charter of Human Rights and Freedoms*, CQRL, c. C-12;

d) Sections 1, 2, 3.1 and following, 8, 10, 13, 14, 17, 29, and 93.1 of the *Act Respecting the Protection of Personal Information in the Private Sector,* CQRL, c. P-39.1;

e) Sections 2, 3, 5 and 11 of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, as well as its sections 4.1, 4.3, 4.4, 4.7 of its Schedule 1;

f) Sections 1, 2, 8-12, 16, 17, 37, 38, 40-42, 53, 54, 215-221, 228, 239, 252, 253, 261, 262, 270-272 of the *Consumer Protection Act,* chapter P-40.1;

g) Sections 2 and 52 of the *Competition Act,* RSC, 1985, c. C-34;

h) Sections 184(1), 184.5, 191(1), 193(1), 402.1 and 402.2(2) of the *Criminal Code,* RCS, 1985, c. C-46.

The USD $95 million US class action settlement:

40.2. As mentioned above, it was only on January 3, 2025, Plaintiff and many other Class Members (unsuspecting consumers) learned that despite Apple's assurances, Apple has intercepted, recorded, disclosed, and misused private conversations of thousands of individuals, including minors, without their knowledge or consent. This revelation followed the public announcement of a USD $95 million class action settlement involving similar conduct by Apple in the U.S.A., the whole as more fully appears from the Guardian January 3, 2025 article, a copy of which is communicated herewith as **Exhibit P-18**.

40.3. Plaintiff communicates herewith as **Exhibit P-19**, a copy of the US Settlement Agreement and Release dated December 31, 2024 (hereinafter the "**US Settlement**").

40.4. As confirmed in said P-18 article, USD $95 million represents only 9 hours of Apple's over $93 billion yearly net income. Indeed, and as mentioned above, Apple earned and earns billions of dollars each year *inter alia* from its deals with Google, which deal was fueled by Apple Siri Devices sending Class Member data and inquiries to Google through online searches.

40.5. As also mentioned above, after intercepting the oral communications of Plaintiff and Class Members without their consent, Apple recorded and transmitted these communications over the internet to its servers for analysis and storage. Apple then knowingly and intentionally discloses either the recordings or their transcripts to third parties, purportedly aiming to enhance the functionality of Siri for Apple's own financial and commercial benefit, and in order to increase it profits earned from Google, as detailed above.

40.6. Apple agreed to the USD $95 million US Settlement, under which the US Settlement Class Members are able to receive a cash payment of up to $20 per Siri Device (up to 5 devices), stating that they experienced at least one unintended Siri activation during a confidential or private communication, during said Class Period ending on December 31, 2024.

40.7. In addition, and aside from said cash payments to claimants, the US Settlement also provides that Apple agrees to so-called "Non-Monetary Terms", at clause 14, as follows:

> 14. Non-Monetary Terms. Without admitting any liability or that it is required to do so by law, Apple agrees to the Non-Monetary Terms set forth in this paragraph. Nothing described in this paragraph will inhibit, prevent, or limit Apple from making changes to its Privacy Policy or other disclosures, or changes to other terminology, from time to time, as it deems appropriate in the conduct of its business, provided that such changes are consistent with the terms described in this paragraph or necessary to comply with the law.
>
> a. **By six months after the Effective Date, Apple will confirm permanent deletion of individual Siri audio recordings collected by Apple prior to October 2019**.
>
> b. By six months after the Effective Date, Apple will publish a webpage further explaining (1) the process by which users may opt in to the "Improve Siri" option on Siri Devices, and (2) the information Apple stores from users who choose to opt in to Improve Siri.
>
> (Emphasis added)

40.8. Accordingly, at clause 14 of the US Settlement, Apple undertakes to provide confirmation (in the **future**) of the permanent deletion of individual Siri audio recordings collected by Apple **prior** to October 2019. This undertaking is a clear admission and confirmation by Apple that:

(a) Apple has been recording users' conversations and activities; and

(b) Apple still retained these recordings up until December 31, 2024 when the US Settlement was reached, and well into 2025 while the US Settlement was being presented to the US Court for approval.

40.9. Apple has similarly continued to record and retain recordings of the Canadian Class Members as well. However, Apple has not undertaken to delete the recordings of Canadian Class Members, as it has done in the context of the US Settlement.

40.10. Furthermore, Plaintiff has no confirmation as to whether or not Apple has prevented Siri Devices from activating without reason or consent, from recording private and confidential conversations and/or from using Siri recordings (whether activated by the user or recorded illegally by Apple) in order to create targeted advertising toward Plaintiff and the Class Members.

40.11. In this regard, the US Settlement defines the "Settlement Class" and "Settlement Date" as follows (at clauses 28 and 30):

> "28. "Settlement Class" means all individual current or former owners or purchasers of a Siri Device, who reside in the United States and its territories, **whose confidential or private communications were obtained by Apple and/or were shared with third parties as a result of an unintended Siri activation between September 17, 2014 to the Settlement Date**. The Settlement Class excludes Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns. Also excluded from the Settlement Class are all judicial officers assigned to this case as well as their staff and immediate families. The "Class Period" shall be September 17, 2014 to the Settlement Date.";

"Settlement Date" means the date that this Settlement Agreement becomes fully executed." (namely December 31, 2024).

(Emphasis added)

40.12. Accordingly, by way of the US Settlement executed on December 31, 2024, Apple has in effect admitted and confirmed that unintended Siri activations have been occurring during the recent years (namely before and after 2019) and up until December 31, 2024 inclusively (namely mere days before Plaintiff instituted the present class action proceedings on January 3, 2025).

40.13. The unlawful Siri activations and recordings have similarly occurred before and after 2019 for Canadian Class Members as well.

40.14. Apple's actions were at all relevant times intentional, willful, and reckless as evidenced by Apple's admission that a portion of the recordings it shared with its third-party contractors were made without a user uttering a hot word, and that Apple's use of the information was *inter alia* to improve the functionality of Siri for Apple's own financial and commercial benefit, to develop a virtual assistant superior to Apple's competitors, and to generate substantial profits for Apple.

40.15. Furthermore, Apple surreptitiously captured and retained recordings from children, despite purporting to require parental consent and strict safeguards before collecting any personal data from minors. Such conduct not only undermines Apple's own stated commitments but also constitutes a violation of child privacy laws.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

41. Plaintiff reiterates all of the above in the present section, as though recited at length.

41.1. Since 2017, Plaintiff has purchased and owned various Apple Siri Devices, including, but not limited to multiple iPhones.

41.2. On various occasions before and after 2019 (including during the previous 2 years), Plaintiff noticed particularly targeted advertisements appearing on her Siri Device. Curiously, these advertisements would often display a product or service that related to a private conversation the Plaintiff had in the days prior within earshot of her Siri Device – Plaintiff had not activated Siri on any such occasions regarding said products or services.

41.3. Indeed, Plaintiff would experience many instances where her social media accounts, such as Instagram or Meta (previously known as Facebook), or online browser, almost immediately displayed ads for specific subjects discussed during private conversations. Those instances are illustrations of the re-targeted advertisement strategy mentioned above, but this re-targeting strategy would not be possible if a user did not search specific content on the web, one way or the other.

41.4. Plaintiff indeed observed advertisements related to topics or products that she had only discussed in private conversations, while not having searched for these topics online or asked Siri about.

41.5. For example, during different private conversations, Plaintiff would discuss going on vacation or sending her kids to camp with other friends. Shortly thereafter, her search results and social media feed would get populated by promotions for all-inclusive trips and camp-related gear or items advertisements.

41.6. During other instances, Plaintiff would discuss, with her family, about university courses she wanted to start, the stock market, or products she wanted to buy. Subsequently, she would notice advertisements for said university classes, stocks, and the exact products she mentioned during private conversations.

41.7. Plaintiff had not, at any time, previously searched for these items prior to the targeted advertisements nor did she ask Siri about these products. At the time,

Plaintiff simply thought the advertisements were a coincidence and still relied on Apple's repeated representations and promises to be protecting her privacy. (Plaintiff has no further recollection as to which advertisements she had seen and has not retained any copies of same).

41.8. Plaintiff is now aware, since January 3, 2025, that such occurrences were not random coincidences but instead part of a deliberately calculated process orchestrated by Apple for years. Plaintiff had no reason to doubt Apple's good faith in this regard until January 2025.

41.9. Prior to and at the time of purchasing her Apple devices, Plaintiff relied on her understanding and expectation that Apple would be protecting her privacy. She indeed recalls having seen multiple Apple online ads or commercials over the years wherein Apple was touting said privacy protection capabilities and promises (Plaintiff has no further recollection as to which ads or commercials she had seen and has not retained any copies of same).

41.10. Plaintiff and Class Members therefore relied on these representations in making the purchasing decisions when they could have chosen other brands, at lower prices. As a result, they did not receive the benefit for which they bargained for, namely a device with privacy protections that would not expose their confidential conversations to interception or human review without their consent. This is and was a reasonable expectation by any consumer of Apple products.

41.11. Plaintiff and Class Members have never asked, consented, and agreed to Siri listening to their private conversations in the background.

42. As mentioned above, on January 3, 2025 when the US Settlement was announced, Plaintiff and many other Class Members (unsuspecting consumers) learned for the first time that despite Apple's assurances, Apple has intercepted, recorded, disclosed, and misused private conversations of thousands of individuals, including minors, without consent.

43. In this regard, on the same day of January 3, 2025, Apple publicly announced (…) the US Settlement (executed on December 31, 2024), namely a class action settlement applicable to USA residents only, in relation to this egregious issue which has affected Canadian Siri Device users as well, as more fully detailed above and as appears from the US Settlement (Exhibit P-19).

43.1 As mentioned above, Apple agreed to the USD $95 million US Settlement, under which the US Settlement Class Members are able to receive a cash payment of up to $20 per Siri Device (up to 5 devices), stating that they experienced at least one unintended Siri activation during a confidential or private communication, during said Class Period ending on December 31, 2024.

43.2 However, Plaintiff and the Canadian Class Members, who also suffered the same violations of their privacy rights, experienced similar unintended Siri activations, and whose consent was vitiated when purchasing their Siri Device are not being offered any compensation from Apple.

43.4 Apple's unauthorized intrusion into the solitude or private moments of Plaintiff and Class Members would be highly offensive to a reasonable person. Based on a general understanding of how voice recognition software like Siri is supposed to function and based on Apple's own assurances, Plaintiff and Class Members reasonably expected that Apple was not listening to, recording, disclosing, or misusing their oral communications. Siri was not an intended party to or recipient of Plaintiff's and Class Members' private and confidential oral communications.

43.5 As a result of Apple's actions, Plaintiffs and Class Members have suffered significant harm and injury, including but not limited to the invasion and violation of their privacy rights.

44. Plaintiff, who has owned and used various Apple iPhones as her primary cell phone (smartphone) for over a decade, was not aware (and could not become aware) of this egregious privacy issue before January 3, 2025, since Apple actively concealed it, as mentioned above.

45. Plaintiff claims compensatory, moral and punitive damages against Apple, on her behalf and on behalf of other Class Members, in amounts to be determined by the Court.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

46. Plaintiff reiterates all of the above in the present section, as though recited at length.

47. Each Class Members' privacy and charter rights have been violated, as more fully detailed above.

47.1. Each Class Members' have suffered injury and damages, as more fully detailed above.

48. Each Class Members is entitled to claim compensatory, moral and punitive damages against Apple, in amounts to be determined by the Court.

49. Plaintiff respectfully submits that Apple was grossly and/or intentionally negligent and is liable to pay punitive damages to the Class Members.

50. Apple's above detailed actions qualify its fault as intentional which is a result of wild and foolhardy recklessness in disregard for the rights of the Class Members, with full knowledge of the immediate and natural or at least extremely probable consequences that its actions would cause to the Class Members.

51. Apple's negligence has shown a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency.

51.1. Considering the above and considering the fact that Apple has violated various laws which have been enacted in order to protect the Class Members' privacy and personal data, Defendants are solidarily liable to pay at least $1,000 (*à parfaire*) to each Class Member in punitive damages, aside from any other compensatory and moral damages suffered by the Class Members.

51.2. Indeed, Plaintiff invokes and relies upon Article 93.1 of the *Act Respecting the*

Protection of Personal Information in the Private Sector which provides for the minimum award of punitive damages in this particular situation, which applies herein (in favor of Plaintiff and each Class Member)*:*

> "Where the unlawful infringement of a right conferred by this Act or by articles 35 to 40 of the Civil Code causes an injury and the infringement is intentional or results from a gross fault, the court shall award punitive damages of not less than $1,000.".

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

52. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.

53. The sales of Siri Devices are widespread throughout the country and province.

54. Plaintiff is unaware of the specific number of persons included in the Group but given the Siri Devices' tremendous popularity, it is safe to estimate that it is in the tens or hundreds of thousands.

55. Class Members are numerous and are scattered across the entire province and country.

56. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. 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 Defendants would increase delay and expense to all parties and to the Court system.

57. Moreover, a multitude of actions instituted risks leading to contradictory judgments on issues of fact and law that are similar or related to all Class Members.

58. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.

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

60. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' negligence, fault, and liability for defective products manufactured and sold to the Class Members.

61. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:

a. Whether Siri Devices intercept or record individuals' conversations absent that user uttering a hot word or otherwise activating the device;

b. Whether Siri Devices record the conversations of minors who interact with them;

c. Whether individuals who use Siri Devices have a reasonable expectation of privacy;

d. Whether Apple's practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and other personal information violated applicable laws;

e. Whether Apple's practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and other personal information constitute a breach of the contract that exists with Plaintiff and Class Members;

f. Whether Plaintiffs and Class Members are entitled to declaratory and/or injunctive relief to enjoin the unlawful conduct alleged herein;

g. Whether Apple is liable to pay compensatory damages to the class members and if so in what amount?

h. Whether Apple is liable to pay moral damages to the class members and if so in what amount?

i. Whether Apple is liable to pay punitive damages to the class members and if so in what amount?

62. The majority of the issues to be dealt with are issues common to every Class Member.

63. The interests of justice favour that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

64. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages and restitution for product liability, misrepresentations, false advertising, breach of privacy, charters violations, and latent defect.

65. The conclusions that the Plaintiff wishes to introduce by way of an originating application are:

GRANT the class action of the Plaintiff and each of the Class Members;

DECLARE that Defendants have engaged in unlawful practices by intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and/or conversations and/or voice.

ENJOIN Defendants from continuing their unlawful practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and/or conversations and/or voice.

ORDER the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages and **ORDER** collective (or individual) recovery of these sums, as the Court may determine;

ORDER the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages and **ORDER** collective (or individual) recovery of these sums, as the Court may determine;

CONDEMN the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

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

66. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

a) Apple Canada Inc. has its *domicile élu* in the District of Montreal;
b) Defendants sold the Siri Devices in the District of Montreal;
c) Many Class Members are domiciled or work in the District of Montreal;
d) Plaintiff's legal counsel and Defendant's legal counsel practice law in the District of Montreal;
e) The unlawful conduct by Apple detailed above occurred and was committed in the District of Montreal.

67. Plaintiff, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since Plaintiff:

a. is a member of the Class and has claims against Defendants, as detailed above, since her private conversation, and those of here friends and family members, were unlawfully intercepted, recorded and used by Apple, as detailed above;

b. has purchased, owned and/or used Apple iPhone for over a decade as her primary cell phone and smart phone;

c. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;

d. is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;

e. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;

f. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;

g. does not have interests that are antagonistic to those of other Class Members;

h. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;

i. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, who will be able to sign up on said firm website. In this regard, Plaintiff though her undersigned attorneys is communicating herewith, *en liasse*, as **Exhibit P-20**, **confidentially, under seal and without waiving professional secrecy**, the online submissions received from hundreds of Class Members across the country, as though recited at length herein, for the purposes of further fulfilling the burden to demonstrate an arguable case at the authorization hearing herein; Plaintiff reserves the right to amend these proceedings in order to confidentially file certain further communications received from the Class Members in this regard, for the authorization hearing;

j. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

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 and restitution for product liability, misrepresentations, false advertising, and latent defect;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

> All persons in Canada who purchased, owned, used or possessed an Apple Siri Device, and members of their households, whose conversations were obtained by Apple and/or were shared with third parties without their consent from at least as early as October 12, 2011 to the present (the "**Class Period**"), or any other Group(s) or Sub-Group(s) to be determined by the Court;

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

a. Whether Siri Devices intercept or record individuals' conversations absent that user uttering a hot word or otherwise activating the device;

b. Whether Siri Devices record the conversations of minors who interact with them;

c. Whether individuals who use Siri Devices have a reasonable expectation of privacy;

d. Whether Apple's practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and other personal information violated applicable laws;

e. Whether Apple's practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and other personal information constitute a breach of the contract that exists with Plaintiff and Class Members;

f. Whether Plaintiffs and Class Members are entitled to declaratory and/or injunctive relief to enjoin the unlawful conduct alleged herein;

g. Whether Apple is liable to pay compensatory damages to the class members and if so in what amount?

h. Whether Apple is liable to pay moral damages to the class members and if so in what amount?

i. Whether Apple is liable to pay punitive damages to the class members and if so in what amount?

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

GRANT the class action of the Plaintiff and each of the Class Members;

DECLARE that Defendants have engaged in unlawful practices by intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and/or conversations and/or voice.

ENJOIN Defendants from continuing their unlawful practices of intercepting, accessing, listening to, recording, sharing, storing, and otherwise misusing users' private and confidential information and/or conversations and/or voice.

ORDER the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages and **ORDER** collective (or individual) recovery of these sums, as the Court may determine;

ORDER the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages and **ORDER** collective (or individual) recovery of these sums, as the Court may determine;

CONDEMN the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

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

DECLARE that all Class Members who have not requested their exclusion from the Class in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein in digital edition of the LaPresse, the Journal de Montreal, the Journal de Quebec, the Montreal Gazette, the Globe and Mail, and the National Post, and **ORDER** Defendant to pay for all said publication/notification costs;

ORDER that said notice be posted and available on the home page of Defendants' various websites, Facebook page(s), X (formerly Twitter) account(s), and Instagram accounts and **ORDER** Defendants to send the notice by email with proof of receipt and by direct mail to all Class Members;

THE WHOLE with costs including without limitation the Court filing fees herein and all costs related to preparation and publication of the notices to Class Members.

MONTREAL, (…) AUGUST 5, 2025

LEX GROUP INC.

(s) Lex Group Inc.

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Per: David Assor

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