

CANADA

(Class Action Division)
SUPERIOR COURT OF QUEBEC

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

No.: 500-06-001352-257

I K, residing and domiciled at 5601 Alpine, in the City Cote Saint-Luc, District of Montreal, Province of Quebec, H4V 2X6

Plaintiff

vs.

APPLE CANADA INC., legal person having an elected domicile at 1000 rue De la Gauchetière Ouest, suite MZ400, in the City and District of Montréal, Province of Québec, H3B 0A2

-and-

APPLE, INC., legal person having its head office at 1 Apple Park Way, in the city of Cupertino, California, U.S.A., 95014

Defendants

**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 a 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 Devices**”).

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. 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. Siri is triggered by a user uttering “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.
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”).
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.”
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 also apparently 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.”
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 doesn’t live up to the privacy protections it 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' 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, record, and share their conversations 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.
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 consent.
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.
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.
26. Worse, 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.

27. Each such recording and disclosure constitutes an egregious breach of social norms and is a violation of the law.
28. To be sure, Apple's violations are deliberate and calculated to lead to increased revenues for Apple.
29. Apple has conceded in the U.S.A. that Siri "collects and stores certain information from [users' device]" and "relies on . . . audio recording of a [users'] request and a computer-generated transcription of it" to improve Siri's reliability.
30. After admitting that Apple's conduct fell below "[its] high ideals," Apple announced the temporary suspension of its quality improvement program.
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.
32. As Apple has publicly admitted, improvements in Siri's speech recognition gave Apple an "incredible advantage" in the space.
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.
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 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 that Siri Devices will only listen to and record their voice with the consumers' 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.
39. Plaintiffs and Class Members also 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.

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.
42. As mentioned above, 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 consent.
43. In this regard, on January 3, 2025, Apple publicly announced a class action settlement applicable to USA residents only, in relation to this egregious issue which has affected Canadian Siri Device users as well.
44. Plaintiff, who has owned and used various Apple iPhones as her primary cell phone (smartphone) for over a decade, was not 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.

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.

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.

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

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 her 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 reserves the right to amend these proceedings in order to confidentially file certain 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 a 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.

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

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, JANUARY 3, 2025

LEX GROUP INC.

(s) *Lex Group Inc.*

Per: David Assor

Class Counsel / Attorneys for Plaintiff
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
Telephone: 514.451.5500 ext. 101
Fax: 514.940.1605

NOTICE OF PRESENTATION

TO:

APPLE CANADA INC.

1000 rue De la Gauchetière Ouest,
suite MZ400, in the city and District
of Montréal, Province of Québec,
H3B 0A2

-and-

APPLE, INC.

1 Apple Park Way, in the City of
Cupertino, State of California,
95014, USA

TAKE NOTICE that the present *Application for authorization to Institute a Class Action* will be presented before one of the Honourable Judges of the Superior Court of Québec at the Courthouse of Montreal situated at 1 Notre Dame East, Montreal, Québec, on a date to be determined by the coordinating Judge of the Class Action division.

DO GOVERN YOURSELF ACCORDINGLY.**MONTREAL, JANUARY 3, 2025****LEX GROUP INC.***(s) Lex Group Inc.*

Per: David Assor
Class Counsel / Attorneys for
Plaintiff

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application 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 courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment 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 Plaintiff 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 Plaintiff.

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 Plaintiff 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 Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 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.

Exhibits supporting the application

None – Plaintiff reserving the right to file exhibits.

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.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, January 3, 2025

LEX GROUP INC.

(s) *Lex Group Inc.*

Per: David Assor
Class Counsel / Attorneys for
Plaintiff