



Amended pursuant to Supreme Court Civil Rule 6-1(1)(a)
Original filed on March 25, 2025

NO. VLC-S-S-252295
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

APPLE INC. and
APPLE CANADA INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff

and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Action

1. The within proposed consumer product multi-jurisdictional class proceeding involves allegations that the Defendants, Apple Inc. and Apple Canada Inc., engaged in unfair business practices, deceptive and/or fraudulent conduct through a ~~pervasive~~ marketing campaign of misrepresentations and/or misleading statements that their iPhone 16 model smartphone upon release, on or about September 20, 2024, or shortly thereafter, would have artificial intelligence features, characteristics and capabilities known as “Apple Intelligence”, in particular with respect to its speech interpretation and recognition interface digital assistant, “Siri”, which did not exist then and do not exist now, so as to induce consumers into purchasing new iPhones. As such, consumers paid an unlawful price premium for the Defendants’, Apple Inc.’s and Apple Canada Inc.’s, iPhone 16 model smartphone that they did not need based on artificial intelligence features that did not exist.

B. Defined Terms

2. The following definitions apply for the purposes of this Notice of Civil Claim:

- (a) “Apple” collectively means the Defendants, Apple Inc. and Apple Canada Inc.;
- (b) “Apple Intelligence” means the proprietary artificial intelligence system developed by Apple as a built-in feature for certain operating systems used in its devices, including its iPhone 16 model series smartphone;
- (c) “Apps” or “App” means a self-contained software package that allows users to perform specific tasks on a mobile or desktop device. Apps are pre-installed on a device or distributed via a proprietary app store such as Apple App Store;
- (d) “Artificial Intelligence” or “AI” means technology that enables computers and machines to simulate human learning, comprehension, problem solving, decision-making, creativity and autonomy;
- (e) “Beta” means computer software still under development;
- (f) “Challenged Representations” means representations and/or statements made or conveyed by Apple that its iPhone 16 model series smartphone would be, or become, equipped-enabled with specific artificial intelligence features under the Apple Intelligence umbrella, in particular with respect to its speech interpretation and recognition interface digital assistant. Siri;
- (g) “Class” or “Class Members” means all residents of Canada who purchased an Apple iPhone 16 model series smartphone between September 13, 2024 and March 7, 2025 and their estates, administrators, or other legal representatives, heirs and/or beneficiaries;
- (h) “Generative AI” means artificial intelligence that uses generative models to produce text, images, videos, or other forms of data based on input, which comes in the form of natural language prompts;
- (i) “iOS” means Apples proprietary operating software for smartphone devices;
- (j) “iPhone” means Apple’s smartphone device;
- (k) “Products” or “Product” means Apple’s iPhone 16, 16e, 16 Plus, 16 Pro and/or 16 Pro Max model series smartphone; and
- (l) “Siri” means a speech interpretation and recognition interface digital assistant for Apple devices that uses spoken commands to answer questions, make

recommendations, and perform tasks.

C. Introduction

3. During the summer of 2024, Apple launched a ~~pervasive~~-marketing campaign across all media platforms to promote its latest iPhone 16 model series smartphone, spotlighting what it branded as the groundbreaking “Apple Intelligence” suite of features, including significant AI-driven enhancements to Siri whereby Siri would be capable of, *inter alia*, understanding personal context, performing complex tasks across Apps and on-screen awareness (“Enhanced Siri”)-able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user’s device and answer queries based on that.
4. During this relevant time period, Apple touted these AI capabilities, including those of Enhanced Siri, as the cornerstone of the new iPhone 16’s appeal, promising consumers a product that would redefine smartphone use in the new AI economy.
5. Apple’s advertisements saturated the internet, television, and other airwaves to cultivate a clear and reasonable consumer expectation that these transformative Enhanced Siri AI features would be available upon the iPhone 16’s release on or about September 20, 2024, or in the coming months after the release, with pre-orders beginning September 13, 2024.
6. As a result thereof, this drove unprecedented excitement in the market, even for Apple, as the company knew it would, and as part of Apple’s ongoing effort to convince consumers to upgrade at a premium price and to distinguish itself from competitors deemed to be winning the AI-arms race.
7. However, Apple also knew none of it was true. Recently, in or around early March 2025, under mounting pressure from consumers and industry scrutiny, Apple was forced to admit and acknowledge that the heralded Apple Intelligence features, including the Siri AI-driven enhancements that fueled the consumer excitement, did not exist then and do not exist now.
8. Further, Apple has admitted that if these Enhanced Siri AI features ever materialize, it will not be until ~~2027~~ 2026 - ~~three~~ two years after its ~~pervasive~~-marketing campaign built on misrepresentations and/or misleading statements. In other words, Apple has effectively acknowledged that Enhanced Siri will not be available for at least two more iPhone generations, if it becomes available at all.
9. Against this backdrop, Apple deceived millions of consumers into purchasing new iPhones they did not need based on Enhanced Siri AI features that do not exist, in violation of, *inter alia*, consumer protection laws.

10. Prior to 2024, Apple knew its customer base was increasingly interested in Generative AI features. To substantially increase sales of the upcoming iPhone 16 model series, Apple announced at the annual Worldwide Developers Conference (“WWDC”) on June 10, 2024, a release of its own artificial intelligence model known as “Apple Intelligence”.
11. Apple promoted Apple Intelligence as a grouping of Generative AI tools on its upcoming lineup of iPhone 16 model series smartphone and other devices. Apple indicated that the Apple iPhone 16, 16e, 16 Plus, 16 Pro and 16 Pro Max model series, along with certain other Apple products, would come enabled with Apple Intelligence, and the improved capabilities present in those features, including those of Enhanced Siri, would be rolled out and be available in the coming months after the release.
12. However, Apple knew at the time of making its false promises, representations and/or statements that ~~these~~ the Enhanced Siri AI features did not exist, but were instead still in early development (at best) and as such, would not be available within the promised time frame as indicated by Apple through its marketing campaign, which prominently and repeatedly demonstrated the Enhanced Siri AI features as fully functional, included with the newly released iPhone 16 model series smart phone's on or about September 20, 2024.
13. Apple’s unfair business practices, deceptive conduct and/or fraud on the market began in approximately mid-2024, when it first launched marketing for the new Products. Its false campaign persisted for months prior to, and after, the new iPhone 16 model series release across all media. The Challenged Representations conveyed that the Products would be, or become, equipped/enabled with specific artificial intelligence features under the "Apple Intelligence" umbrella, in particular enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user’s device and answer questions based on that. In an Apple press release, dated June 10, 2024, such Challenged Representations included, but are not limited to, the following:
 - “Siri Enters a New Era”
 - “Powered by Apple Intelligence, Siri becomes more deeply integrated into the system experience. With richer language-understanding capabilities, Siri is more natural, more contextually relevant, and more personal, with the ability to simplify and accelerate everyday tasks. It can follow along if users stumble over words and maintain context from one request to the next. Additionally, users can type to Siri, and switch between text and voice to communicate with Siri in whatever way feels right for the moment.”
 - “With Apple Intelligence, Siri can draw on a user's personal context to

answer questions.”

- “Siri will be able to deliver intelligence that's tailored to the user and their on-device information. For example, a user can say, 'Play that podcast that Jamie recommended,' and Siri will locate and play the episode, without the user having to remember whether it was mentioned in a text or an email. Or they could ask, 'When is Mom's flight landing?' and Siri will find the flight details and cross-reference them with real-time flight tracking to give an arrival time.”

- “With onscreen awareness, Siri will be able to understand and take action with users’ content in more apps over time. For example, if a friend texts a user their new address in Messages, the receiver can say” Add this address to his contact card.”

- “With Apple Intelligence, Siri will be able to take hundreds of new actions in and across Apple and third-party apps. For example, a user could say, 'Bring up that article about cicadas from my Reading List,' or 'Send the photos from the barbecue on Saturday to Malia,' and Siri will take care of it.”

14. The Apple press release of June 10, 2024 also advised that Apple Intelligence would be available in Beta as part of iOS 18, iPadOS 18 and macOS Sequoia in the fall of 2024 and further, that some features, software platforms and additional languages would come over the course of the next year.

15. On August 1, 2024, Apple issued a press release announcing its 2024 Q3 results, which stated in relevant part:

- “Today Apple is reporting a new June quarter revenue record of \$85.8 billion, up 5 percent from a year ago,” said Tim Cook, Apple’s CEO. “During the quarter, we were excited to announce incredible updates to our software platforms at our Worldwide Developers Conference, including Apple Intelligence, a breakthrough personal intelligence system that puts powerful, private generative AI models at the core of iPhone, iPad, and Mac.”

~~15-16.~~ In press releases, dated September 9, 2024, Apple introduced and debuted the iPhone 16, 16 plus, 16 Pro and 16 Pro Max, and announced that Apple Intelligence would start rolling out the following month and with more features launching in the coming months. These press releases included, but not limited to, the following Challenged Representations:

- “iPhone 16 and iPhone 16 Plus are also built for Apple Intelligence - the

easy-to-use personnel intelligence system that understands personal context to deliver intelligence that is helpful and relevant while protecting user privacy. Pre-orders begin Friday, September 13, with availability beginning Friday, September 20.”

- “The iPhone lineup is built for Apple Intelligence, and harness the power of Apple silicon and Apple-built generative models to understand and create language and images, take actions across apps and draw from personal context to simplify and accelerate everyday tasks.”

- “Siri becomes more natural, flexible, and deeply integrated into the systems experience.”

- “Users can type to Siri at any time on iPhone, iPad, and Mac, and can switch fluidly between text and voice as they use Siri to accelerate everyday tasks. With richer language-understanding capabilities, Siri can follow along when users stumble over their words and can maintain context from one request to the next.”

- “Siri also now has extensive product knowledge to answer thousands of questions about features on iPhone and other Apple devices. Additionally, Siri will be able even more capable, with the ability to draw on a user’s personal context to deliver intelligence that is tailored to them.” It will also gain onscreen awareness, as well as take hundreds of new actions in and across Apple and third-party apps.”

- “Apple introduced the new iPhone 16 lineup, built from the ground up for Apple Intelligence and featuring the faster, more efficient A18 and A18 Pro chips - making these the most advanced and capable iPhone models ever”

16.17. The September 9, 2024 press releases indicated that the first set of Apple Intelligence features would be available in Beta the following month, with more features rolling out in the months to come.

17.18. In a press release, dated October 28, 2024, Apple announced the availability of the first set of Apple Intelligence features for iPhone, iPad and Mac users and included the following Challenged Representations:

- “Apple Intelligence introduces a new era for iPhone, iPad and Mac, delivering brand-new experiences and tools that will transform what our users can accomplish.”

- “Apple Intelligence builds on years of innovation in AI and machine learning to put Apple’s generative models at the core of our devices, giving our users a personal intelligence system that is easy to use—all while protecting their privacy. Apple intelligence is generative AI in a way that only Apple can deliver..”

- “In the months to come, Priority Notifications will surface what’s most important, and Siri will become even more capable, with the ability to draw on a user’s personal context to deliver intelligence that’s tailored to them. Siri will also gain onscreen awareness, as well as be able to take hundreds of new actions in and across Apple and third-party apps.”

~~18.19.~~ The October 28, 2024 Apple press release also indicated that new Apple Intelligence features would be available in December 2024, with additional capabilities rolling out in the coming months. In fact, Apple created an Apple Intelligence wait list, which users could join so as to be kept apprised of AI features yet to be rolled out.

~~19.20.~~ In a press release, dated December 11, 2024, Apple announced the introduction of a brand-new set of Apple Intelligence features that would elevate users’ experience with iPhone, iPad and Mac which builds on the first set of AI capabilities already introduced and made the following repeated Challenged Representations:

- “Additional Apple Intelligence capabilities will be available in the months to come. Siri will be even more capable, with the ability to draw on a user’s personal context to deliver intelligence that’s tailored to them. Siri will also gain on-screen awareness, and will be able to take hundreds of new actions in and across Apple and third-party apps. Priority Notifications will also surface what’s most important.”

~~20.21.~~ On March 7, 2025, Apple announced that Siri’s AI-driven enhancements would be delayed and delivery of the more personalized Enhanced Siri AI experience would take longer than initially planned. As such, Apple updated its website with a new disclaimer on the iPhone marketing pages, where unreleased Enhanced Siri features are mentioned, and advised that such features will require more development time. There still is no definitive release time for Enhanced Siri.

~~21.22.~~ The Challenged Representations were widely and prominently dispersed throughout Apple’s official website, social media, regularly-aired television advertisements, and its authorized retail vendors. Apple’s falsehoods, in particular, with respect to Enhanced Siri, were viewed widely by the general public, as Apple intended, including to run the deceptive campaign during the 2024 Major League Baseball playoffs and National Football League season when it knew millions of viewers across North America would be an especially captive audience for its deceptive and/or fraudulent advertising.

~~22.~~23. The Challenged Representations, in particular relating to Enhanced Siri, misled consumers into believing the Products possessed certain AI qualities, capabilities, and features, they simply do not have; as indicated by Apple through its marketing campaign, which prominently and repeatedly demonstrated the Enhanced Siri AI features as fully functional. As a result, Apple charged consumers for Products they would not have purchased, or at least not at its premium price, had the advertising been accurate and truthful. Beyond exploiting unsuspecting consumers, Apple also gained an unfair advantage over competitors in the market who do not tout non-existent AI features, or who actually deliver them as promised.

~~23.~~24. Due to the risks and proliferation of false AI-related advertising in the consumer market, the Attorney General of California, for example, issued a legal advisory to warn companies specifically that California consumer protection laws "prohibit false advertising regarding the capabilities, availability, and utility of AI products [.]"

~~24.~~25. Apple, founded and based in the State of California, is intimately familiar with these consumer protection laws. But in the race for AI market share, it decided to violate them anyway, misleading consumers into believing that the Products possessed AI features, functions, and benefits the Products simply do not have and, according to company and industry insiders, may never have. Even if the promised Enhanced Siri AI features arrive years later, they will likely be available across competing technologies by then as well, rendering Apple's early campaign of supposedly unique and "innovative" capabilities meaningless. Based on its historical production cadence, it is also likely that Apple would be marketing another new iPhone model series, leaving consumers who bought into Apple's false promises for the iPhone model 16 series stuck with outdated technology for which they also overpaid. This is exactly the kind of calculated deception and market impact that California consumer protection laws, and other similar laws across North America, were designed to prevent.

~~25.~~26. Consumers are increasingly seeking sophisticated artificial intelligence software for their smartphones and electronic products. Many consumers now consider AI features important when choosing their next smartphone. AI-powered voice assistants, such as Siri, are considered most useful and sought after by consumers.

~~26.~~27. Apple unlawfully and/or wrongfully took advantage of consumers' desire for cutting-edge artificial intelligence software and features on their smartphones, especially as it has been facing competition from other large smartphone manufacturers such as Samsung and Google. As such, the Plaintiff and Class Members have overpaid for the Products as a result of the Challenged Representations and are entitled to damages, restitution, disgorgement and/or punitive damages arising from Apple's unfair, deceptive and/or fraudulent conduct as alleged herein.

D. The Parties

The Representative Plaintiff

27:28. The Plaintiff, [REDACTED] has an address for service c/o 210-4603 Kingsway, Burnaby, British Columbia, V5H 4M4, Canada.

28:29. On or about March 5, 2025 the Plaintiff purchased an Apple iPhone 16 Pro Max from a Best Buy retail store in Abbotsford, British Columbia, Canada for \$1,799 CAD, under a contract with a cell phone provider after relying on Apple's ~~pervasive~~ marketing campaign and believing that his new iPhone would contain the increased and enhanced Siri AI capabilities that Apple repeatedly touted as part of its advertising.

29:30. In deciding to make the purchase, the Plaintiff viewed and relied on Apple's website, internet, social media, and/or television advertising and marketing, including the Challenged Representations, leading the Plaintiff to believe that the iPhone 16 Pro Max would have the capabilities advertised, including the new Enhanced Siri AI features as part of "Apple Intelligence." The Plaintiff relied heavily on this when deciding to purchase the Product.

30:31. At the time of purchase, the Plaintiff did not know the Challenged Representations were false- i.e., that the iPhone 16 Pro Max would not be ~~equipped~~ enabled with Enhanced Siri AI capabilities and features as advertised.

31:32. The Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product's advertising and marketing that contradicted the prominent Challenged Representations or otherwise suggested that the iPhone 16 Pro Max would not have the advertised AI capabilities of Enhanced Siri.

32:33. The Plaintiff would not have purchased the iPhone 16 Pro Max or would not have paid as much for the iPhone 16 Pro Max, had Apple not made the false and misleading Challenged Representations and/or had Plaintiff otherwise known that the Challenged Representations were not true-i.e., that the Products did not contain the AI capabilities that had been promised with Apple Intelligence relating to Enhanced Siri.

33:34. The Plaintiff desires to purchase Apple's products again if the Challenged Representations were true- i.e., if Apple's products actually had the capabilities advertised including the Apple Intelligence and ~~advanced~~ Enhanced Siri AI features.

34:35. The Plaintiff is not personally familiar with the technology behind the Products or their manufacturing and development, as the Plaintiff does not possess any specialized knowledge, skill, experience, or education in artificial intelligence or smartphone software. The Plaintiff in the future would therefore be unable to determine whether the

Products' Challenged Representations are true- i.e., whether the AI capabilities of the Products are in fact as advertised.

~~35-36.~~ The Plaintiff is, and continues to be, unable to rely on the truth of the Challenged Representations on the Products' advertising and marketing.

~~36-37.~~ Apple continues to market and sell the Products and has not taken appropriate action to make clear the falsity or misleading nature of the Challenged Representations. As such, the Plaintiff is at risk of reasonably, but incorrectly, assuming that Apple has fixed the Products to perform as advertised and that its Enhanced Siri AI features are accurately described.

The Defendants

~~37-38.~~ The Defendant, Apple Inc., is a company duly incorporated pursuant to the laws of the State of California, one of the United States of America, and has a registered agent, CT Corporation System, at 330 N. Brand Blvd., Glendale, California, 90017, United States of America.

~~38-39.~~ The Defendant, Apple Inc., is an American multinational technology company that designs, develops, manufacturers, markets, supplies, distributes and/or sells consumer electronics, computer software and online services, including products such as its iPhone 16 model smartphone device worldwide, including Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

~~39-40.~~ The Defendant, Apple Canada Inc., is a company duly incorporated pursuant to the laws of Province of Ontario, registered within the Province of British Columbia under number A0024040, and has an attorney, Blakes Vancouver Services Inc., at 1133 Melville Street, Suite 3500, Vancouver, British Columbia, V6E 4E5, Canada.

~~40-41.~~ At all material times herein, the Defendant, Apple Canada Inc., was and is a wholly owned subsidiary of the Defendant, Apple Inc., and which was, and is, inextricably involved in the design, development, manufacture, marketing, supply, distribution and/or sale of the iPhone 16 model smartphone in Canada, including the Province of British Columbia, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

~~41-42.~~ The business of each of the Defendants, Apple Inc. and Apple Canada Inc., (hereinafter collectively referred to as "**Apple**" or the "**Defendant, Apple**") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the design, development, manufacture, marketing, supply, distribution and/or sale of the iPhone 16 model series smartphone, including its Apple Intelligence system, in Canada, including the Province of British Columbia, and for the purpose of the conduct herein

described.

E. The Class and the Class Period

~~42.~~43. This action is brought on behalf of members of a class consisting of the Plaintiff and all individuals and entities resident in Canada who purchased and/or owned an Apple iPhone 16, 16e, 16 Plus, 16 Pro and/or 16 Pro Max model series between September 13, 2024 and March 7, 2025 (“**Class Period**”) and their estates, administrators or other legal representatives, heirs or beneficiaries (“**Class or Class Members**”), excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges and any other person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

F. Factual Allegations

i. Global smartphone industry

~~43.~~44. Apple is one of the most recognizable technology companies in the world. It produces industry leading smartphone technology and markets its products as having industry leading speed, functionality and software. It has a substantial share of the global smartphone market, holding 23% of the share in Quarter 4 of 2024. The global smartphone market grew 7% in 2024, reaching 1.22 billion units worldwide. Apple shipped approximately 226 million iPhones worldwide in 2024. Of the units shipped, shipments of the falsely-advertised 16 Pro and Pro Max in 2024 were at least 11% higher than the 15 Pro and Pro Max model series in 2023, reaching over 55 million units.

~~44.~~45. The smartphone industry is expected to rapidly grow, in part due to Generative AI. The "Gen AI smartphone" is projected to be the fastest-growing segment in the smartphone category, outperforming the non-AI smartphone segment.

ii. Apple behind in the artificial intelligence “Arms Race”

~~45.~~46. As tech companies race to develop artificial intelligence technology, Apple has struggled to keep up and is seemingly being lapped in the AI race. Apple has drawn criticism for being slow to announce its AI strategy, while rivals such as Microsoft, Alphabet, Amazon, and Meta have pulled ahead.

~~46.~~47. Apple’s competitors, Samsung and Google, use Google's Gemini AI platform and continue to add more AI functionality to their devices. To compete, Apple is promising to add their own AI features but then not delivering them.

~~47.~~48. Getting ready to launch iOS 18, and leading up to the Products’ release, Apple announced

Apple Intelligence, even though core AI features did not exist and without ample time to properly integrate the promised AI technology into Apple's operating systems. Consumers did not know this truth, nor would they have any reason to because of Apple's ~~pervasive and~~ purposely unfair, deceptive and/or false marketing campaign centered on delivering supposedly new and unprecedented AI technology and capabilities with the iPhone 16 model series, in particular, with respect to the Enhanced Siri AI features. As a result, consumers were deceptively and/or falsely enticed to buy the Products, only to find out that the promised Enhanced Siri AI features do not exist and may not exist for years to come, if ever.

48.49. For example, it is now predicted that the next-generation Siri as featured in Apple's deceptive advertising will not be ready until iOS 20 in ~~2027~~ 2026 at the earliest, ~~three~~ two years after the Apple Intelligence announcement in 2024.

49.50. In fact, employees in Apple's AI division have voiced strong concerns that the Enhanced Siri AI features do not work properly, or as falsely advertised, work on the Enhanced Siri AI features could be eliminated altogether and the Enhanced Siri AI features may have to be rebuilt from scratch.

50.51. Apple knew it could not release the promised technology, in particular, the Enhanced Siri AI features, on time, if ever, and yet continued to falsely advertise the Products, prioritizing profits over truth in its quest to regain ground in the race for AI market share.

iii. Challenged Representations

52. At Apple's WWDC in June 2024, Apple showcased Enhanced Siri's AI capabilities with vivid examples of contextual awareness. Apple represented that Apple Intelligence was grounded in the user's personal information and context, with the ability to retrieve and analyze the most relevant data from across the user's apps, as well as to reference the content on the user's screen. Apple gave a number of demonstrations of these Enhanced Siri AI capabilities, purporting to show the digital assistant in action finding and enhancing photos, finding the user's drivers licence number, and locating flight details and lunch plans across the user's apps.

53. Apple reinforced these promises in a same-day press release of **June 10, 2024**, introducing Apple Intelligence to consumers by making the following Challenged Representations:

"Apple today introduced Apple Intelligence, the personal intelligence system for iPhone, iPad, and Mac that combines the power of generative models with personal context to deliver intelligence that's incredibly useful and relevant."

“We’re thrilled to introduce a new chapter in Apple innovation. Apple Intelligence will transform what users can do with our products — and what our products can do for our users,” said Tim Cook, Apple’s CEO.”
“Our unique approach combines generative AI with a user’s personal context to deliver truly helpful intelligence. And it can access that information in a completely private and secure way to help users do the things that matter most to them. This is AI as only Apple can deliver it, and we can’t wait for users to experience what it can do.”

“With onscreen awareness, Siri will be able to understand and take action with users’ content in more apps over time. For example, if a friend texts a user their new address in Messages, the receiver can say, “Add this address to his contact card.”

“With Apple Intelligence, Siri will be able to take hundreds of new actions in and across Apple and third-party apps. For example, a user could say, “Bring up that article about cicadas from my Reading List,” or “Send the photos from the barbecue on Saturday to Malia,” and Siri will take care of it.”

“Siri will be able to deliver intelligence that’s tailored to the user and their on-device information. For example, a user can say, “Play that podcast that Jamie recommended,” and Siri will locate and play the episode, without the user having to remember whether it was mentioned in a text or an email. Or they could ask, “When is Mom’s flight landing?” and Siri will find the flight details and cross-reference them with real-time flight tracking to give an arrival time.”

54. In a press release dated **August 1, 2024**, announcing its 2024 Q3 results, Apple made the following Challenged Representations:

“Today Apple is reporting a new June quarter revenue record of \$85.8 billion, up 5 percent from a year ago,” said Tim Cook, Apple’s CEO. “During the quarter, we were excited to announce incredible updates to our software platforms at our Worldwide Developers Conference, including Apple Intelligence, a breakthrough personal intelligence system that puts powerful, private generative AI models at the core of iPhone, iPad, and Mac. We very much look forward to sharing these tools with our users, and we continue to invest significantly in the innovations that will enrich our customers’ lives, while leading with the values that drive our work.”

55. In **September 2024**, at the official launch event of the iPhone 16 termed as “It’s

Glowtime”, Apple stated, “Apple Intelligence marks the start of a new era for Siri, and makes it more natural, more contextually relevant, and more personal to you with richer language understating” with the ability to “draw on a user’s personal context to deliver intelligence that is tailored to them” and gain onscreen awareness to understand and take action with users’ content, as well as take hundreds of new actions in and across Apple and third-party apps.”

56. During Apple’s “It’s Glowtime” event, which was live streamed on apple.com, and Apple’s YouTube and other social media channels, and watched by millions of consumers, Apple provided examples of Enhanced Siri in action and its deep contextual integration.

57. On September 9, 2024, Apple issued a press release entitled “Apple Intelligence comes to iPhone, iPad, and Mac starting *next month*.” The press release made the following Challenged Representations:

Many More Features to Come

“More Apple Intelligence features will roll out later this year and in the months following. Image Playground will allow users to create playful images in moments. Image Wand will make notes more visually engaging by turning rough sketches into delightful images. When a user circles an empty space, Image Wand will create an image using context from the surrounding area. Emoji will be taken to an entirely new level with the ability to create original Genmoji by simply typing a description, or by selecting a photo of a friend or family member. *Siri will be even more capable, with the ability to draw on a user’s personal context to deliver intelligence that is tailored to them. It will also gain onscreen awareness, as well as take hundreds of new actions in and across Apple and third-party apps.* Plus, users have the option to access ChatGPT’s broad world knowledge from several experiences within iOS 18, iPadOS 18, and macOS Sequoia, allowing users to access its expertise — as well as its image- and document-understanding capabilities — without needing to jump between tools.”

58. On September 16, 2024, Apple issued a press release entitled “iOS 18 is available today, making iPhone more personal and capable than ever.” The press release stated, in relevant part: “The First Set of Apple Intelligence Features Available Next Month.”

59. In September 2024, Apple also began running a television advertisement featuring actress Bella Ramsey which purported to showcase and demonstrate Enhanced Siri’s AI capabilities, including personal context and onscreen awareness to do such things as finding a contact, or scheduling an appointment, in a more contextual and tailored way by

accessing a user's on-device information.

60. In a press release dated **October 28, 2024**, Apple touted, represented and announced the first set of Apple Intelligence features, which included, Writing Tools, notification and mail summaries, more natural Siri, and Clean Up tool in Photos, but did not introduce or announce Enhanced Siri, and made the following Challenged Representations:

“Many More Features to Come

New Apple Intelligence features will be available in December, with additional capabilities rolling out in the *coming months*...

In the *months to come*, Priority Notifications will surface what's most important, *and Siri will become even more capable, with the ability to draw on a user's personal context to deliver intelligence that's tailored to them. Siri will also gain onscreen awareness, as well as be able to take hundreds of new actions in and across Apple and third-party apps.*”

61. In a press release dated **December 11, 2024**, Apple announced the availability of the Apple Intelligence features in Canada, including, Writing Tools, with ChatGPT integration, smarter Photos app, Image Playground, Genmoji, Image Wand, Priority Messages, more natural Siri, Visual Intelligence, and alluded to the availability of Enhanced Siri in the “months to come”, specifically making the following Challenged Representations:

“Even More Capabilities Coming Soon

Additional Apple Intelligence capabilities will be available in the *months to come*. Siri will be even more capable, with the ability to draw on a user's personal context to deliver intelligence that's tailored to them. Siri will also gain onscreen awareness, and will be able to take hundreds of new actions in and across Apple and third-party apps.”

62. With every press release, and announcement of some features, Apple continued to create an exception that the Enhanced Siri AI features are forthcoming in the “coming months” until **March 7, 2025**, almost a month after Apple first announced Apple Intelligence, when it finally declared and admitted in a press release Apple was indefinitely delaying the Enhanced Siri updates, specifically making the following Challenged Representations:

“Siri helps our users find what they need and get things done quickly, and in just the past six months, we've made Siri more conversational, introduced new features like type to Siri and product knowledge, and

added an integration with ChatGPT. We've also been working on a more personalized Siri, giving it more awareness of your personal context, as well as the ability to take action for you within and across your apps. ***It's going to take us longer than we thought to deliver on these features and we anticipate rolling them out in the coming year.***

63. In none of Apple's press releases, public announcements, keynote presentations, or advertisements did Apple state or disclose that the availability or introduction of additional features, including the Enhanced Siri AI features, would take longer than the "coming months" time frame repeatedly represented to consumers. At no time did Apple provide the clear and unequivocal statements it later made in March 2025, and certainly not prior to the release and sale of the Products.
64. On or around **June 6, 2025**, during its 2025 WWDC, Apple introduced other less substantive features, such as Live Translation, adding to previously available features, including, Writing Tools, Clean Up, Visual Intelligence, Genmoji, Image Playground, Image Wand, Mail summaries, Smart Reply, ChatGPT integration, Priority Messages, Priority Notifications, and notification summaries, and did not address, clarify, or provide a definitive date of release for the purported Enhance Siri features.
65. In its attempts to salvage Apple Intelligence, and the lack of the Enhanced Siri AI features, on or around **August 2025**, Apple began exploring the use of its competitor's, Google's, Gemini AI system to provide the Enhanced Siri AI features.
66. As of **November 2025**, Apple is finalizing a deal to use Gemini AI to revamp Siri until its own systems are ready.
67. Despite Apple's clear and numerous representations commencing **June 10, 2024**, providing that Enhanced Siri will be available in the "coming months", those features do not exist. In fact, Apple's website currently states that the Enhanced Siri AI features are still unavailable and in development and will be available with a "future software update," and does not provide any indication of when these features will become available.

iii-iv. The Products' advertising and marketing

- ~~51.~~ 68. Not only has Apple marketed and advertised the Products with the Challenged Representations, but Apple has engaged in a marketing campaign initiated before and continuing throughout the Class Period that repeats and reinforces the Challenged Representations. Apple's pervasive advertising included online and television advertising as well as numerous press releases, media statements, and product demonstration videos, touting non-existent AI features without making clear to consumers that the Products would lack advertised capabilities, especially the Enhanced Siri AI features.

69. Launched in the summer of 2024, Apple's marketing and advertising campaign positioned the iPhone 16 as a breakthrough in artificial intelligence, starring a radically enhanced Siri capable of understanding personal context, performing complex tasks across apps and onscreen awareness. In its multi-platform media blitz, Apple introduced Enhanced Siri as its new "Apple Intelligence" promising an AI personal assistant that would revolutionize smartphone. Apple showcased Enhanced Siri in-use on the iPhone 16 in keynote speeches, press releases, commercials and viral videos, including one released mere weeks before launch featuring an acclaimed actress Bella Ramsey using a fully operable Enhanced Siri. This message was repeated across all major North American media channels: Enhanced Siri was real, available and transformative.
70. In reality Enhanced Siri did not exist then, does not exist now, and may not exist until mid-2026, if ever. Nonetheless, Apple saturated the market with deceptive advertising, driving millions of consumers to purchase iPhone 16s. Apple knew Enhanced Siri was nowhere near functional and what was publicly showcased was essentially vaporware (software or hardware that has been advertised but not yet available to buy, either because it is a concept or because it is still being written or designed). But Apple continued its marketing and advertising campaign anyway, hoping that a perceived AI breakthrough would reverse declining iPhone sales, reignite consumer enthusiasm and counter the perception that Apple was falling behind in the AI arms race.
71. Apple's marketing and advertising campaign worked. The iPhone 16 saw record initial sales, driven by consumer belief that "Apple Intelligence" had delivered a transformative leap in AI technology with Enhanced Siri. The Plaintiff and Class Members were exposed to and relied on this messaging and that they would not have purchased the iPhone 16, -or would have paid less-had they known the truth. Apple's false advertising is a textbook example of consumer fraud: a marketing and advertising campaign to sell a product based on a false promise.
52. For example, in September 2024 Apple released a commercial for its new iPhone lineup, with actress Bella Ramsey showing Siri's personalization features and upgraded experience on the iPhone 16. This was aired extensively on television as well as online. But in truth, the Products do not have the capabilities as depicted. Following Apple's announcement of the "delay" of the next generation Siri on March 7, 2025, it pulled this particular commercial from YouTube. Still, Apple has failed to retract all the similarly false representations in the market that began in the Summer of 2024, much less take any action that would adequately remedy the harm suffered by the Plaintiff and Class Members by the company's widespread deception.

iv.v. The Plaintiff, Class Members and consumers were misled into buying the Products to their detriment

- ~~53~~.72. The Challenged Representations lead consumers, such as the Plaintiff and Class Members, into believing that the Products conform to the Challenged Representations - meaning, consumers are led to believe that the iPhone 16 model series smartphone would contain the Enhanced Siri AI capabilities advertised and perform as claimed by Apple in prior presentations and marketing of the iPhone 16 model series smartphone.
- ~~54~~.73. The Challenged Representations are material to consumers, including the Plaintiff and Class Members, in deciding to buy the Products - meaning that it is important to consumers that the iPhone 16 model series smartphone would contain the Enhanced Siri AI capabilities advertised as present in the Apple Intelligence features. Apple knew that claiming its new iPhone lineup would have these AI capabilities would be material to the public given how popular AI generally is and as such, used a mirage of AI innovation to drive sales of the iPhone 16 model series smartphone and to obtain an unfair competitive edge over other manufacturers actually providing advanced Enhanced Siri AI features (or not falsely promising that they do).
- ~~55~~.74. The Plaintiff and Class Members reasonably relied on the Challenged Representations in deciding to purchase the Products.
- ~~56~~.75. The Challenged Representations are deceptive because the Products do not contain the Enhanced Siri AI technical capabilities that Apple advertised.
- ~~57~~.76. Class Members who purchased the Products, including the Plaintiff, did not know and had no reason to know, at the time of purchase, that the Products' Challenged Representations were false, misleading, deceptive, and/or unlawful.
- ~~58~~.77. Apple knew, or ought to have known, that the Challenged Representations were false, misleading, deceptive, and/or unlawful, at the time that it manufactured, marketed, advertised, labeled, and sold the Products using the Challenged Representations to the Plaintiff and Class Members. Apple intentionally and deliberately used the Challenged Representations, alongside the Products' design/purpose to cause the Plaintiff, Class Members and similarly situated consumers to buy the Products believing that the Challenged Representations are true.
- ~~59~~.78. Apple knew, or ought to have known, that its deceptive and/or false claims regarding the Enhanced Siri AI capabilities of the Apple Intelligence functions would mean that those consumers would believe that the iPhone 16 model series smartphone was capable of those functions, and would induce the Plaintiff, Class Members and consumers to purchase it.

~~60-79.~~ Apple advertised the Apple Intelligence functions for the iPhone 16 lineup knowing that it could not actually provide the Enhanced Siri AI capabilities that it was advertising.

~~61-80.~~ Apple knew, or ought to have known, of the Challenged Representations' materiality to the Plaintiff, Class Members and consumers. Apple advertised Apple Intelligence as a way to enhance sales of its iPhones and other products, knowing that consumers highly prized artificial intelligence capabilities. Apple made the false and misleading representations with the knowledge that the Apple Intelligence software, nor the Products, had the capabilities Apple claimed with respect to Enhanced Siri in order to artificially inflate demand, and the price for the iPhone 16 model series smartphone.

~~62-81.~~ Apple, as the manufacturer and marketer of the Products, had exclusive control over the Challenged Representations- i.e., Apple readily and easily could have stopped using the Challenged Representations to sell the Products. However, despite Apple's knowledge of the Challenged Representations' falsity, and its knowledge that consumers reasonably rely on the representations in deciding to buy the Products, Apple deliberately chose to market, and continue marketing, the Products with the Challenged Representations thereby misleading consumers into buying or overpaying for the Products. As such, Apple knew, or ought to have known, at all relevant times, that the Challenged Representations would mislead consumers, such as Plaintiff and Class Members, into buying the Products to attain the product attributes that Apple falsely advertised and warranted with respect to Enhanced Siri.

~~63-82.~~ The Plaintiff, Class Member, and similarly situated consumers would not have purchased the Products or would not have paid a price premium for them, if they had known that the Challenged Representations were false and, therefore, the Products do not have the attributes claimed, promised, warranted, advertised, and/or represented with respect to Enhanced Siri. Accordingly, based on Apple's Challenged Representations, consumers, including the Plaintiff, and Class Members, purchased the Products to their detriment.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on his own behalf and on behalf of all Class Members, claims against the Defendant, Apple, as follows:
 - (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the named representative for the Class;
 - (b) a declaration that the Defendant, Apple, engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, SBC 2004, c.2 ("*BPCPA*"); Sections 5 and 6 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Sections 6 and 7 of the *Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; Sections 2 and 3 of *The Business Practices Act*,

CCSM c. B120; Sections 14(1) and (2) of the *Consumer Protection Act*, 2002, SO 2002, c 30, articles 215, 219, and 228 of the *Consumer Protection Act*, CQLR c P-40.1, Sch A, Sections 10, 11 and 12 of the *Consumer Protection Act*, SNB 2024 c 1, Sections 2 and 3 of the *Business Practices Act*, RSPEI 1988, c B-7; and Sections 7 and 8 of the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, and is consequently liable to Class Members for damages;

- (c) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; *The Business Practices Act*, CCSM c. B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A, *Consumer Protection Act*, CQLR c P-40.1, *Consumer Protection Act*, SNB 2024 c 1, *Business Practices Act*, RSPEI 1988, c B-7, *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, and waiving any such applicable notice provisions;
- (d) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; *The Business Practices Act*, CCSM c. B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A, article 272 of the *Consumer Protection Act*, CQLR c P-40.1, *Consumer Protection Act*, SNB 2024 c 1, *Business Practices Act*, RSPEI 1988, c B-7, and *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, including damages, cancellation and/or rescission of the purchase of the Products;
- (e) an Order directing the Defendant, Apple, to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; Section 19 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Section 93(1)(f) of the *Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; Section 23(2)(f) of *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, CQLR c P-40.1; *Consumer Protection Act*, SNB 2024 c 1, *Business Practices Act*, RSPEI 1988, c B-7, and *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1;
- (f) an Order enjoining the Defendant, Apple, from continuing its unlawful and unfair business practices as alleged herein;
- (g) an injunction against the Defendant, Apple, its affiliates, successors, transferees, assignees and other officers, directors, partners, agents and employees thereof and all other persons acting or claiming to act on their behalf or in concert with them, from in any manner continuing the unfair and deceptive business practices alleged herein,

- (h) injunctive or declaratory relief requiring the Defendant, Apple, to buy back all Products and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (i) a declaration that the Defendant, Apple:
 - (i) breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 ("*Competition Act*") and is consequently liable to the Plaintiff and Class Members for damages;
 - (ii) breached its contracts with the Plaintiff and Class Members and are consequently liable for damages;
 - (iii) fraudulently misrepresented the capabilities of the Products, in particular, Enhanced Siri, when marketing and selling them;
 - (iv) deceitfully withheld material information with respect to Enhanced Siri from the Plaintiff and Class Members constituting the tort of deceit; and
 - (v) was unjustly enriched at the expense of the Plaintiff and Class Members.
- (j) an Order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c.50 ("*CPA*") directing an aggregate assessment of damages;
- (k) an Order pursuant to section 30 of the *CPA* admitting into evidence statistical information including, but not limited to, Product sales and revenue information during the Class Period;
- (l) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;
- (m) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (n) special damages;
- (o) punitive damages;
- (p) costs of investigation pursuant to section 36 of the *Competition Act*;
- (q) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and

(r) such further and other relief as to this Honourable Court may seem just.

Part 3: LEGAL BASIS

Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proposed proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 (the “*CJPTA*”) in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(I), (e)(iii)(A)(B), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(I) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser’s trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (I) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Causes of Action

Violation of *BPCPA* and Parallel Provincial Consumer Protection legislation

- 2. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
- 3. Apple is in British Columbia for the purpose of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in Schedule “A”.
- 4. The Plaintiff and Class Members who purchased the Products primarily for personal, family or household purposes, and not for resale or for the purpose of carrying on business, were “consumers” as defined in the *BPCPA*, and in provinces with parallel

- consumer protection legislation, as described in Schedule “A”.
5. Apple was a “supplier” as defined in the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in Schedule “A”.
 6. Apple's sale of the iPhone 16 model series smartphone to the Plaintiff and Class Members pursuant to Apple's Terms and Conditions of Sale constituted a “consumer agreement” or “consumer transaction” at the point of sale between Apple and each Class Member for purposes of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in Schedule “A”. Further, by providing the first set of Apple Intelligence features, and iOS updates, to the Plaintiff and Class Members there was privity of contract between Apple and its iPhone 16 model series smartphone consumers.
 7. Apple, in its ~~pervasive~~ advertising and marketing of the Products, made misleading statements regarding the ~~quality and~~ characteristics of the Products, in particular, the Challenged Representations regarding the capabilities of Apple Intelligence, in particular the Enhanced Siri AI features, in violation of section 4 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule “A”. Instead, the Products lacked the advertised functionality of Apple Intelligence, failing to perform tasks and provide features as represented in Apple’s marketing materials, in particular, the Enhanced Siri AI features. Furthermore, contrary to Apple’s claims of advanced AI capabilities, without the Enhanced Siri AI features, the Products offered a significantly limited or entirely absent version of Apple Intelligence, misleading consumers about its actual utility and performance. Apple promoted its Products based on these overstated AI capabilities, leading consumers to believe they were purchasing a device with features that did not exist or were materially misrepresented. Such claims were made by Apple in marketing its Product.
 8. Apple does not have any reasonable basis for the claims about the Products made in its advertising because the Products lack the advertised capabilities of Apple Intelligence, in particular, the Enhanced Siri AI features. As such, claims regarding the advanced AI features are not capable of performing as advertised, and the Products fail to deliver the advertised functionality for everyday use and during various activities, as directed and intended by Apple. Further, the Products are promoted for their sophisticated AI, leading consumers to expect a level of intelligence that is not actually present. Apple knew, and ought to have known, that the Products do not possess the advertised Apple Intelligence capabilities, posing a misrepresentation of their functionality, and yet Apple intentionally advertised and marketed the Products to deceive the Plaintiff, Class Members and consumers and continues to do so presently.
 9. Apple’s advertising and marketing of the Products, including the Challenged Representations, led to, and continues to lead to, consumers, including the Plaintiff and

Class Members, believing that the Products possess, or would possess in the coming months after release of the Products, the advanced AI capabilities Apple advertised, and, thus, are, or become, equipped-enabled with the specific capabilities advertised, including significant AI-driven enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user's device and answer queries based on that.

10. Apple violated sections 4 and/or 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule "A", by selling the Products to the Plaintiff and Class Members through the misleading, deceptive, and/or fraudulent Challenged Representations by:

(a) making false, misleading, or deceptive representations that the Products would, or in the coming months after their release, be enabled with advanced AI features under the Apple Intelligence umbrella, including Enhanced Siri AI features;

(b) representing, expressly or impliedly, through, *inter alia*, advertising, promotional materials, keynote presentations, website content, press releases and public statements, that such AI features, in particular, Enhanced Siri, were imminent or fully functional, when Apple knew, or ought to have known, that the features did not exist and were, at best, in early development, and that it would not be able to deliver the features, if at all;

(c) failing to disclose material facts regarding the true state of development of the purported Enhanced Siri features and the absence of any reasonable timeline for their release;

(d) creating the false and misleading impression that the Products would deliver unique AI functionality and performance improvements over earlier iPhone models, especially through the introduction and inclusion of Enhanced Siri AI features, thereby inducing customers to purchase or upgrade unnecessarily;

~~(a)~~(e) representing that the Products have characteristics, uses or benefits which they do not have;

~~(b)~~(f) representing that the Products are of a particular standard, quality, or grade when they are of another; and

~~(e)~~(g) advertising the Products with the intent not to sell as advertised.

11. Apple's uniform and material representations regarding the Products were likely to deceive, and Apple knew or ought to have known that its Challenged Representations were misleading contrary to section 4(1) of the *BPCPA*, and parallel consumer protection

legislation, as described in Schedule “A”.

12. Apple intentionally misled and withheld material information, especially relating to limited functional and advanced capabilities of Apple Intelligence without Enhanced Siri, from consumers, including the Plaintiff and Class Members, to increase the sale of the Products. The Plaintiff and Class Members were unaware of the existence of the facts that Apple suppressed and failed to disclose, in particular, with respect to Enhance Siri, and the Plaintiff and Class Members would not have purchased the Products and/or would have purchased them on different terms had they known the truth.
13. The Plaintiff and Class Members suffered harm as a result of Apple’s violations of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule “A”, as they relied on the Challenged Representations in deciding to purchase the Products. The Challenged Representations were a material factor. The Challenged Representations were material because a reasonable consumer would consider it important in deciding whether to purchase the Products.
14. As a direct and proximate result of Apple’s unfair, unlawful and/or deceptive business practices, in violation of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule “A”, the Plaintiff and Class Members were harmed in the amount of the purchase price they paid for the Products. As such, the Plaintiff and Class Members, seek a monetary award for violation of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule “A”, in the form of restitution, and/or disgorgement of ill-gotten gains to compensate the Plaintiff and Class Members for said monies.
15. As a result of Apple’s conduct as alleged herein, Class Members in British Columbia are entitled to a declaration under section 172(1)(a) of the *BPCPA* that an act or practice engaged in by Apple, in respect to the purchase of the Products contravenes the *BPCPA*, an injunction under section 172(1)(b) of the *BPCPA* to restrain such conduct and/or damages under section 171 of the *BPCPA*, and to such remedies under parallel provincial consumer protection legislation, as described in Schedule “A”.
16. Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule “A”, as a result of Apple’s misrepresentations that the Products would be equipped with specific AI features under the Apple Intelligence umbrella, in particular, Enhanced Siri, the failure to disclose and/or actively conceal that such AI features did not exist and/or do not perform as claimed.

Breach of *Competition Act*

17. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
18. By making the Challenged Representations to the public that the Products possessed certain AI qualities, capabilities and features under the Apple Intelligence umbrella, in particular, the Enhanced Siri AI features, which they did not have, Apple breached sections 36 and/or 52 of the *Competition Act*, in that its Challenged Representations:
 - (a) were made to the public in the form of internet, online, social media and television, advertising, keynote presentations, press releases, media statements and/or product demonstration videos that the Products would, or in the coming months after their release, be enabled with ~~possessed~~ certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including Enhanced Siri AI features, which they did not have, and do not exist now;
 - (b) were made to promote the supply or use of a product or for the purpose of promoting its business interests;
 - (c) were false and misleading in a material respect.
19. At all relevant times, Apple was the seller and/or supplier of the Products. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and Class Members and Apple, as to the Products as its resellers, authorized vendors and/or distributors at all material times were acting as the agents of Apple.
20. Apple engaged in unfair competition and unfair or unlawful business practices through online and television advertising, press releases, media statements, product demonstration videos and omissions described herein and by knowingly and intentionally concealing that the Products did not possess certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI-driven enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user's device and answer queries based on that. Apple should have disclosed this information because it was in a superior position to know the true facts relating to the Enhanced Siri AI features, functions, capabilities and benefits of Apple Intelligence and the Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts relating to the AI features of Apple Intelligence.
21. Apple's unfair or unlawful acts and practices have deceived the Plaintiff and Class Members. In failing to disclose and suppressing other material facts from the Plaintiff and Class Members that the Products did not possess certain AI qualities, capabilities and

features under the Apple Intelligence umbrella, in particular, Enhanced Siri. Apple breached its duty to disclose these facts, violated the *Competition Act* and caused damage to the Plaintiff and Class Members. Apple's omissions and/or concealment pertained to information that was material to the Plaintiff and Class Members, as it would have been to all reasonable consumers.

22. Further, the Plaintiff and Class Members relied upon Apple's Challenged Representations as to the Product's AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI-driven enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user's device and answer queries based on that, to their detriment in purchasing the Products so as to cause loss and/or damage to the Plaintiff and Class Members.
23. The Plaintiff and Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

Breach of Contract

24. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
25. The Plaintiff and Class Members had contracts with Apple as part of their purchase agreement pursuant to Apple's Terms and Conditions of Sale. The Plaintiff and Class Members purchased the Products in exchange for consideration with terms implied from the context of the transaction. The terms of the contract included, *inter alia*, that the Products would, or in the coming months after release of the Products, possess certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI-driven enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user's device and answer queries based on that.
26. Apple expressly warranted that the Products would perform as advertised. Apple's claims regarding the Products constituted an affirmation of fact, promise, and/or description of the goods that became part of the basis of the bargain and created an express warranty that the goods would conform to the stated promise. The Plaintiff and the Class Members placed importance on Apple's claims.
27. All conditions precedent to Apple's liability under this contract have been performed by the Plaintiff and the Class Members.
28. Apple breached the terms of the contract, including the express warranties, with the Plaintiff and the Class Members by not providing Products that conform to its advertising

and marketing claims that the Products would, or in the coming months after release of the Products, possess certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI-driven enhancements to Siri whereby Siri would be able to personalize its responses by incorporating user data, control certain apps to complete complex app based tasks and be able to see the user's device and answer queries based on that.

29. It was foreseeable that the Plaintiff and Class Members would sustain damages as a result of Apple's breach of contract
30. As a result of Apple's breach of contract, the Plaintiff and Class Members have suffered damages.

Fraud

31. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
32. Apple intentionally, deliberately and affirmatively made misrepresentations that the Products possessed, or in the coming months after release of the Products would possess, certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI driven-enhancements to Siri-, when marketing and selling them, which were false.
33. Apple also knew that its Challenged Representations regarding the Products were material, and that the Plaintiff, Class Members and a reasonable consumer would rely upon Apple's Challenged Representations in making purchasing decisions as to the Products and their AI qualities, capabilities and features.
34. Apple knowingly misled the Plaintiff, Class Members and consumers by marketing Apple Intelligence as an immediate feature, including the AI-driven enhancement to Siri, in the Products, driving demand and sales. Apple continued to promote these AI features despite being aware of internal delays, contributing to inflated consumer expectations and record-breaking sales.
35. The Plaintiff and Class Members did not know-nor could they have known through reasonable diligence-about the true nature of the Products.
36. The Plaintiff and Class Members would have been reasonable in relying on Apple's Challenged Representations in making their purchasing decisions as to the Products and their AI qualities, capabilities and features, in particular, with respect to Enhanced Siri.
37. The Plaintiff and Class Members had a right to rely upon Apple's Challenged Representations as Apple maintained monopolistic control over knowledge of the true

quality of the Products.

38. Apple had a duty to ensure the accuracy of release statements and/or representations it published with respect to whether the Products it marketed and sold possessed, or in the coming months after release of the Products would possess, certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI driven-enhancements to Siri, which it claimed. Apple did not fulfill this duty to the detriment of Plaintiff and Class Members.
39. Apple actively misrepresented material facts, in whole or in part, to protect its profits and to maintain its claimed reputation as a being a leader in AI innovation, which perception and mirage would enhance the brand's image and garner Apple more money. But it did so at the expense of the Plaintiff and Class Members.
40. The Plaintiff and Class Members were unaware of these material misrepresentations, in particular, with respect to Enhanced Siri, and they would not have acted as they did if they had known the truth. Apple was in exclusive control of the material facts, and such facts were not known to the Plaintiff, Class Members or consumers.
41. As a result of Apple's Challenged Representations, the Plaintiff and Class Members sustained damages as a result of their reliance on Apple's Challenged Representations, thus causing the Plaintiff and Class Members to sustain actual losses and damages. As such, the Plaintiff, Class Members and consumers paid an unlawful price premium for Apple's Products that they did not need based on artificial intelligence features that do not exist. They are entitled to recover full refunds for the Products they purchased due to Apple's Challenged Representations.
42. Further, Apple's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the Plaintiff's and Class Members' rights, and as part of efforts to enrich itself at the expense of consumers. Apple's acts also were done in order to gain commercial advantage over its competitors, and to drive consumers away from consideration of competitor devices as alleged herein. Apple's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

Tort of Deceit

43. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
44. Apple marketed and advertised the Products with having groundbreaking Apple Intelligence suite of features, including significant AI-driven enhancements to Siri. Apple touted these Enhanced Siri AI capabilities as the cornerstone of the new iPhone 16's

appeal promising consumers a product that would redefine smartphone use in the new AI economy, which was part of Apple's strategy to convince consumers to upgrade at premium price and to distinguish itself from competitors deemed to be winning the AI-arms race. The Plaintiff and Class Members justifiably relied on such marketing, advertising and promises with respect to Enhanced Siri.

45. However, Apple knew at the time of making its false promises, representations and/or statements that these Enhanced Siri AI features did not exist, but were instead still in early development (at best) and as such, would not be included with the newly released iPhone 16's on or about September 20, 2024.
46. The Plaintiff and Class Members were not aware of Apple's false promises, representations and/or statements as to the Apple Intelligence suite of features, including significant AI-driven enhancements to Siri, and could not, through the exercise of reasonable care, have discovered the truth and veracity of such false promises, representations and/or statements on their own. The Plaintiff and Class Members justifiably relied on Apple's promises, representations and statements with respect to Enhanced Siri.
47. Apple suppressed and/or concealed the material facts regarding the AI features of Apple Intelligence, including AI-driven enhancements to Siri, with the intent of inducing the Plaintiff and Class Members to purchase the Products at a price premium.
48. The Plaintiff and Class Members state that Apple deceived the Plaintiff and Class Members by falsely representing that the Products possessed, or in the coming months after release of the Products would possess, certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI-driven enhancements to Siri, which did not exist at the time of purchase.
49. Without Apple's deceitful action, the Plaintiff and Class Members would not have purchased the Products or paid an unlawful price premium.
50. By withholding, and/or concealing, material information Apple deceitfully induced the Plaintiff and Class Members to purchase the Products at an unlawful price premium.

Unjust Enrichment

51. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
52. Through its misrepresentations and unfair and deceptive business practices, as alleged herein, Apple was unjustly enriched at the expense of the Plaintiff and Class Members in the form of increased revenues from the sale of the products. As a result, Class Members

have suffered a corresponding deprivation by paying an unlawful price premium for Apple's Products that they did not need based on artificial intelligence features that do not exist: with respect to Enhanced Siri.

53. By its wrongful acts, misrepresentations and/or omissions, as alleged herein, Apple was unjustly enriched at the expense of the Class Members as follows:
- (a) Apple was enriched in the form of increased profits, benefits and other compensation related to the sale of the Products which did not possess certain AI qualities, capabilities and features under the Apple Intelligence umbrella, including significant AI driven-enhancements to Siri, as claimed when they were marketed and sold; and
 - (b) As a result of Apple's misrepresentations Class Members paying an unlawful price premium for Apple's Products that they did not need based on artificial intelligence features that did not exist with respect to Enhanced Siri and still do not exist.
54. There is no juristic reason for Apple's enrichment and the Plaintiff and Class Members' corresponding deprivation in light of its unfair and deceptive advertising practices and/or its false, misleading and/or deceptive representations to the public and in light of its breaches of the *BPCPA*, parallel provincial consumer protection legislation and the *Competition Act*.
55. Accordingly, the Plaintiff seeks restitution on behalf of himself and Class Members of all profits derived by Apple from the sale of the Products based upon its unfair and/or deceptive business practices and misrepresentations with respect to Enhanced Siri.

Damages

56. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
57. It was reasonably foreseeable that the Plaintiff and Class Members would suffer damages as a result of Apple's breach of the *BPCPA*, parallel provincial consumer protection legislation, breach of contract, breach of the *Competition Act*, fraud, deceit and unjust enrichment, as alleged herein. Such damages include, but are not limited to, the following:
- (a) paying an unlawful price premium for Products that they did not need based on artificial intelligence features that did not exist with respect to Enhanced Siri, and which still do not exist; and
 - (b) expenses incurred in purchasing a Product that did not perform to the standard

that was advertised and warranted with respect to Enhanced Siri;

Punitive Damages

58. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
59. The Plaintiff and Class Members rely on the facts and allegations herein and state that, in every meaningful sense, Apple has acted in a deliberate, unlawful, arrogant, outrageous, secretive, high-handed, callous, wanton and reckless manner for the purposes of protecting its profits and its false claim as being a leader in AI technology, made through unfair and/or deceptive business practices and misrepresentations without regard to the interests and rights of the Plaintiff and Class Members so as to warrant a claim for punitive damages.

Plaintiff's(s') address for service:

Dusevic & Garcha
Barristers & Solicitors
#210 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, British Columbia, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: ~~March 25~~ December 4, 2025



Signature of K.S. Garcha
lawyer for plaintiff(s)

Schedule “A”

Consumer Protection Legislation Across Canada

Province or Territory	Legislation
Alberta	<p><i>Consumer Protection Act</i>, RSA 2000, c. C-26.3</p> <p>“Goods”- Section 1(1)(e)(i); “Consumers”- Section 1(1)(b)(i); “Consumer Transaction” - Section 1(1)(c)(i); “Supplier” - Section 1(1)(i),(ii) and/or (iii); “Unfair Practices” - Sections 5 and 6; Statutory Remedies - Sections 13(1), (2) and 142.1; and Waiver of Notice - Section 7.1(1)</p>
Manitoba	<p><i>The Business Practices Act</i>, CCSM c. B120</p> <p>“Consumer” – Section 1; “Consumer Transaction” – Section 1; “Goods” – Section 1; “Supplier” – Section 1; and “Unfair Business Practice” – Sections 1, 2, and 3</p>
New Brunswick	<p><i>Consumer Protection Act</i>, SNB 2024 c1</p> <p>“Consumer” – Section 1; “Consumer Agreement” – Section 1; “Consumer Transaction” – Section 1; and “Unfair Practices” – Part 2</p>
Newfoundland and Labrador	<p><i>Consumer Protection and Business Practices Act</i>, SNL 2009, c C-31.1</p> <p>“Consumer” – Section 1; “Consumer Agreement” – Section 1; “Consumer Transaction” – Section 1; “Goods” – Section 1; “Supplier” – Section 1; and “Unfair Practices” – Part III, Section 1</p>
Ontario	<p><i>Consumer Protection Act, 2002</i>, SO 2002, c. 30, Sch. A</p>

	<p>“Goods” - Section 1; “Consumer” - Section 1; “Supplier” - Section 1; “Unfair Practices”- Sections 14(1) and (2); Statutory Remedies - Sections 18(1) and (2); and Waiver of Notice - Sections 18(3) and (15)</p>
Prince Edward Island	<p><i>Business Practices Act</i>, RSPEI 1988, c B-7</p> <p>“Consumer” – Section 1; “Consumer Representation” – Section 1; “Goods” – Section 1; and “Unfair Practices” – Section 2 and 3</p>
Québec	<p><i>Consumer Protection Act</i>, CQLR c. P-40.1</p> <p>“Goods” - Article 1(d); “Consumer” - Article 1(e); “Manufacturer” - Article 1(g); and “Merchant” - Article 1</p>
Saskatchewan	<p><i>The Consumer Protection and Business Practices Act</i>, SS 2014, c. C-30.2</p> <p>“Goods” - Section 2(e); “Consumer” - Section 2(b); “Supplier” - Section 2(i); “Unfair Practices” - Sections 6 and 7; and Statutory Remedies - Section 93</p>

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

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the “*CJPTA*”) in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(I), (e)(iii)(A)(B), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(I) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e) (iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser’s trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (I) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed consumer product multi-jurisdictional class proceeding involves allegations that the Defendants, Apple Inc. and Apple Canada Inc., engaged in unfair business practices, deceptive and/or fraudulent conduct through a ~~pervasive~~—marketing campaign of misrepresentations and/or misleading statements that their iPhone 16 model smartphone upon release would have artificial intelligence features, characteristics and capabilities known as “Apple Intelligence”, which did not exist then and do not exist now, so as to induce consumers into purchasing new iPhones. As such, consumers paid an unlawful price premium for the Defendants’, Apple Inc.’s and Apple Canada Inc.’s, iPhone 16 model smartphone that they did not need based on artificial intelligence features that do not exist.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law

- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c.50
2. *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, RSA 2000, c. C-26.3; *Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; *The Business Practices Act*, CCSM c. B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A, *Consumer Protection Act*, CQLR c P-40.1, *Consumer Protection Act*, SNB 2024 c 1, *Business Practices Act*, RSPEI 1988, c B-7, *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1
4. *Competition Act*, R.S.C. 1985, c.C-34;
5. *Court Order Interest Act*, R.S.B.C., c. 79