



NO. S-252295
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TRAVIS JUSTIN PAIVARINTA

PLAINTIFF

AND:

APPLE INC. and APPLE CANADA INC.

DEFENDANTS

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

RESPONSE TO CIVIL CLAIM

Filed by: Apple Inc. and Apple Canada Inc.

PART 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 – Defendants’ Response to Facts

1. The facts alleged in paragraphs 14, 16, 17, and 39 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 1-13, 15, 18-22, 24, 26, 28-38, 40, 41, 43, and 45-63 of Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraph 23, 25, 27, 42, and 44 of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendants.

Division 2 – Defendants’ Version of Facts

1. Except as specifically admitted herein, Apple Inc. (“**Apple**”) and Apple Canada Inc. (“**Apple Canada**”) (collectively, the “**Defendants**”), specifically deny each and every

allegation of fact in the Notice of Civil Claim (the “**Claim**”) and put the Plaintiff to the strict proof thereof.

2. In answer to the whole of the Claim, the Defendants deny any liability to the Plaintiff or to any proposed class member.
3. In answer to the whole of the Claim, the Defendants say the true facts are as set out below.
4. In further answer to the whole of the Claim, the Defendants rely on Rule 3-1(2) of the *Supreme Court Civil Rules*, which requires a Notice of Civil Claim to set out a concise statement of material facts and of the legal basis for the relief sought. The Claim, which is 32 pages in length, improperly pleads evidence—much of which is inflammatory, irrelevant or both—thus impeding the efficiency of this litigation and impairing the Defendants’ ability to precisely define and respond to the issues in dispute.

The Parties

5. The Defendant, Apple, is a company incorporated in the United States under the laws of the State of California, with its principal place of business in Cupertino, California. Apple has an address for service in this litigation of 2400-745 Thurlow St., Vancouver, B.C. (c/o McCarthy Tétrault LLP).
6. Apple is the developer of Apple’s iOS software, including iOS versions 18, 18.1, 18.2, 18.3, and 18.4 (the “**iOS Software**”). It is also the designer and manufacturer of certain Apple consumer electronic devices, including: iPhone 15 Pro, 15 Pro Max (the “**iPhone 15 Pro Devices**”); and iPhone 16, 16e, 16 Plus, 16 Pro, and 16 Pro Max (the “**iPhone 16 Devices**,” and collectively with the iPhone 15 Pro Devices, the “**iPhone Devices**”).
7. Apple is also the developer of Siri, an intelligent assistant on Apple devices, including the iPhone Devices.
8. The Defendant, Apple Canada, is a company incorporated in Ontario with an address for service in this litigation of 2400-745 Thurlow St., Vancouver, B.C. (c/o McCarthy Tétrault LLP).
9. Apple Canada is a distributor and retailer of consumer electronics and Internet services in Canada.

10. In specific response to paragraphs 40-41 of Part 1 of the Claim, Apple and Apple Canada are separate legal entities with their own distinct operations and employees.

iPhone Devices, iOS Software, and Apple Intelligence

11. In specific response to paragraph 2(b) of Part 1 of the Claim, "Apple Intelligence" is a marketing term that describes Apple's suite of new or enhanced artificial intelligence-enabled features.
12. In specific response to paragraph 2(l) of Part 1 of the Claim, "Siri" is an intelligent assistant on Apple devices, including the iPhone 16 devices, that uses natural language processing to assist users by answering questions and in performing everyday tasks.
13. Apple Intelligence was announced in June 2024. Most Apple Intelligence features have been available to users of iPhone Devices (both the iPhone 16 Devices as well as iPhone 15 Pro Devices) and certain other devices in U.S. English since October 2024. Further Apple Intelligence features and personalized Siri features were released and/or made available in new languages in December 2024 and March 2025.
14. Additional Apple Intelligence features and personalized Siri features continue to be developed, and Apple plans to continue releasing additional features to users of iPhone Devices on a rolling basis.
15. In specific response to paragraph 11 of Part 1 of the Claim, in addition to planned Apple Intelligence features announced in 2024, Apple announced personalized Siri features that would make Siri more capable of accounting for a user's personal context. The Defendants specifically deny that Apple indicated that the iPhone 16 Devices would "come enabled with Apple Intelligence." Rather, Apple and Apple Canada were clear that Apple Intelligence features would be released after the launch of iPhone 16 Devices, that certain features would be released first in only U.S. English, that certain Apple Intelligence features and personalized Siri features were still in development, and that such features would be released on a rolling basis.
16. In specific response to paragraph 13 of Part 1 of the Claim, Apple's press releases and marketing clearly and expressly communicated the availability of certain features in the future tense. In particular, Apple announced that *some* initial Apple Intelligence features would be available in a beta-testing phase as part of iOS 18 in fall 2024 in U.S. English

(*i.e.*, a version would be released early to users enrolled in the Apple Beta Software Program, who could test pre-release features that were still under development), while *some* further Apple Intelligence features, software platforms, and additional languages—such as “English (Canada)”—would become available later. The testing model for support of U.S. English was available to those enrolled users in September 2024 prior to its public release in October 2024. The testing model for support of English (Canada) was available to enrolled users in November 2024 prior to its public release in December 2024. It is unknown to the Defendants whether the Plaintiff or any of the proposed class members were part of the Apple Beta Software Program.

17. In September 2024, Apple launched the iPhone 16 Devices and iOS 18. Compared to the iPhone 15 Pro Devices and other previous models, the iPhone 16 Devices offered increased value to users in a number of ways, including (without limitation) through inclusion of the following features:
 - (a) a faster, and more powerful and efficient A18 chip;
 - (b) a more powerful camera system with new and upgraded camera and photo features;
 - (c) improved battery life; and
 - (d) availability of iPhone 16 Devices in new colours.

18. In specific response to paragraphs 12 and 15 of Part 1 of the Claim, when Apple announced the iPhone 16 Devices on or around September 9, 2024, it expressly and clearly communicated that:
 - (a) while iPhone 16 Devices were built to support the use of Apple Intelligence, Apple Intelligence features would *not* be immediately available on the release of the iPhone 16 Devices;
 - (b) the first set of Apple Intelligence features would be rolling out the next month (*i.e.*, October 2024), as a free software update for users in most regions who had their device language set to U.S. English; and
 - (c) once released, the first set of Apple Intelligence features would be available on iPhone 16 Devices, iPhone 15 Pro Devices, and certain other devices, with device and Siri language set to U.S. English.

19. Since the initial announcement of Apple Intelligence, and through its advertisements and press releases, Apple has informed users that:
 - (a) Apple anticipated that certain additional (non-specific) features would be available as part of Apple Intelligence at some point in the future (e.g., “in the months to come”);
 - (b) further Apple Intelligence and Siri features were in development and would be available with future software updates;
 - (c) Apple Intelligence and Siri features would be launched to users on a rolling basis; and
 - (d) certain Apple Intelligence features would be made available for beta-testing purposes to members of the Apple Beta Software Program.

20. As planned and publicly communicated, Apple has continued to release additional Apple Intelligence features and Siri features on a rolling basis. Such releases include, without limitation:
 - (a) In or around October 2024, Apple released various Apple Intelligence features in iOS 18.1, including without limitation writing tools that allow users to refine their language by rewriting, proofreading, and summarizing text; an improved Photos app with natural language search and the Clean Up tool, which gives users a way to remove distracting elements from photos; and the ability to record, transcribe, and summarize audio in the Notes and Phone Apps. Apple also released upgraded Siri features, including a brand-new design, the ability to type to Siri, and a more natural and conversational Siri with richer language-understanding capabilities.

Canadian users with their iPhone Devices' device and Siri language set to “U.S. English” could access these initial Apple Intelligence features in October 2024. Apple announced that further Apple Intelligence features would be available later.
 - (b) In or around December 2024, Apple released further Apple Intelligence features in iOS 18.2, including, without limitation: the Image Playground tool to allow users to create fun and unique images; improved “emojis” through Genmoji; improved features in the Notes app, such as Image Wand, which allows users to create images in their note using the written or visual context already captured within the note; improved writing tools with the new ability for users to specify changes through the Describe Your Change option; and improved visual intelligence features. Further Siri features were also released, including ChatGPT integration. Apple Intelligence features were made available in localized English, including “English (Canada)”. Apple announced that additional Apple Intelligence capabilities would be available later.
 - (c) In or around March 2025, Apple Intelligence features were made available in additional languages, including (without limitation) French, German, and Italian, and on additional devices in U.S. English. Apple also released additional Apple

Intelligence features in iOS 18.4, including, without limitation: Priority Notifications, and an added Sketch style in Image Playground.

21. On March 7, 2025, Apple announced that certain personalized Siri features were going to take Apple longer than initially anticipated, but Apple anticipated rolling out the features in the coming year.
22. Nonetheless, and as described above, Apple has released various features that improved the functionality of Siri since October 2024, including (without limitation): a brand-new design, the ability to type to Siri, a more natural and conversational Siri with richer language-understanding capabilities, improved Apple product knowledge, and integration with ChatGPT.
23. In specific response to paragraphs 2(f), 13, 15, 17, 19, 21-22, 26, 29-36, 51-63 of Part 1 of the Claim, the Defendants deny that all of the “Challenged Representations” reflect representations or statements that the iPhone 16 Devices would be equipped with specific artificial intelligence features on release or by a specific date, and the Claim does not plead the existence of such representations.
24. In further specific response to paragraphs 51-63 of Part 1 of the Claim, the Defendants did not mislead the Plaintiffs or proposed class members about the functionality of iPhone 16 Devices. The Plaintiff and the proposed class members received the value they paid for, including many Apple Intelligence features and Siri personalized features.

Division 3 – Additional Facts

1. N/A

PART 2: RESPONSE TO RELIEF SOUGHT

1. The Defendants oppose the granting of all of the relief sought in Part 2 of the Claim.

PART 3: LEGAL BASIS

Statutory Causes of Action

1. In specific response to the causes of action pleaded pursuant to the *Business Practices and Consumer Protection Act*, S.B.C. 2004, Ch. 2 [**BPCPA**] and *Competition Act*, R.S.C.

1985, c. C-34 [**Competition Act**], the Defendants deny the making of any false, misleading, deceptive representations. At all times, the Defendants' representations relating to the iPhone 16 Devices, the iOS Software, and the Apple Intelligence and Siri features were not false, misleading, or deceptive. If there was a difference between what was advertised and what was ultimately provided by the Defendants (which is expressly denied), such difference was immaterial, and the Defendants' representations were neither likely to (and did not) induce consumer reliance, nor were they (in fact or at law) deceptive, false, or misleading.

2. In specific response to paragraphs 16 and 18 of Part 3 of the Claim, with respect to the specificity of its advertisements and press releases, Apple repeats and relies upon paragraphs 15 and 19 of Part 1, above.
3. In specific response to paragraphs 15 and 23 of Part 3 of the Claim, the Defendants deny that the Plaintiff or proposed class members actually sustained any damage or loss and refute their entitlement to recover under s. 171 of the *BPCPA*, s. 36 of the *Competition Act*, or otherwise.

No Breach of *BPCPA*

4. The Defendants did not breach the *BPCPA*, as alleged or at all, and the Claim fails to disclose a cause of action for any such breach.
5. In specific response to paragraphs 3-6 of Part 3 of the Claim, the Defendants deny that they were (or that either of them was) a "supplier" of iOS Software or Apple Intelligence, or that they participated in any "consumer transaction" or "consumer agreement", as alleged or at all. In further specific response to paragraph 6 of Part 3 of the Claim, the provision of Apple Intelligence features and iOS updates did not give rise to "privity of contract" in fact or at law.
6. The Claim fails to identify any "representation" or "deceptive act or practice" by the Defendants or either one of them, within the meaning of s. 4 of the *BPCPA* or otherwise, including (without limitation) because the Defendants did not make any representations that would have the capability, tendency, or effect of deceiving or misleading a consumer, or which would reasonably induce reliance by the consumer.

7. In the alternative, if there was any actionable representation by the Defendants or either one of them, which is not admitted and is expressly denied, the Defendants deny that such representation gives rise to any “deceptive act or practice” under Part 2 of the *BPCPA* or otherwise, as alleged in the Claim or at all.
8. In specific response to paragraphs 7-9 of Part 3 of the Claim, the Defendants deny that they engaged in any unlawful, unfair or deceptive acts or business practices, at any time or of any kind, or that they engaged in false or misleading advertising or omitted material facts from purchasers in relation to the iPhone 16 Devices, iOS Software or Apple Intelligence, in the manner alleged or at all.
9. In the alternative, if there was any lack of functionality, as alleged or at all (which is expressly denied), then any difference between the actual and represented functionality was unlikely to (and did not) induce consumer reliance, and was not deceptive, false, or misleading. The Defendants did not conceal or omit any material facts, intentionally or otherwise (as alleged or at all).
10. In specific response to paragraphs 10-14 of Part 3 of the Claim, none of the Defendants’ conduct in fact deceived or induced reliance by (or was likely to deceive or induce reliance by) the Plaintiff or any proposed class members. At all times, the Defendants’ representations were accurate and not misleading.

No Breach of the *Competition Act*

11. The Defendants did not breach the *Competition Act*, as alleged or at all, and the Claim fails to disclose a cause of action for any such breach.
12. The Plaintiff has not identified any representation by the Defendants or either one of them that is capable of giving rise to a breach of section 52 of the *Competition Act*, as alleged in the Claim or at all.
13. In the alternative, if the Defendants (or either of them) made any representations that were false, misleading, or deceptive in any material respect (which is expressly denied), such representations were not intended to and did not in fact deceive consumers, as alleged in the Claim or at all. Moreover, the Defendants deny that any such alleged misrepresentations are or were ongoing.

14. In the further alternative, if the Defendants (or either of them) made any representations that were false, misleading, or deceptive in any material respect (which is expressly denied), then the Defendants (or either of them) lacked the requisite intent to trigger a breach of s. 52 of the *Competition Act*.

No Breach of Contract

15. The Claim does not disclose a cause of action in breach of contract, and the Defendants are not liable for any breach of contract, as alleged or at all.
16. The Claim fails to identify any contract containing the terms alleged in the Claim, and no such contract existed in fact or at law. The essential prerequisites to the formation of a valid and binding contract (including but not limited to offer, acceptance, consideration, an intention to create legal relations, and certainty of terms) are not pleaded and did not exist in fact or at law.
17. In specific response to paragraphs 25-28 of Part 3 of the Claim, the Defendants deny that there was any contract between the Defendants (or either of them), on one hand, and the Plaintiff or proposed class members, on the other, containing any of the alleged terms regarding Apple Intelligence, whether expressly or impliedly. The Claim neither particularizes the alleged contract or terms, nor pleads the requisite supporting material facts to imply terms into a contract. In specific response to paragraph 25 of Part 3 of the Claim, Defendants specifically dispute that such terms could be implied from the “context of the transaction”.
18. Further, and in the alternative, even if a contract with the alleged (express or implied) terms existed, which is denied, then:
 - (a) there was no privity of contract between the Defendants (or either of them), on one hand, and the Plaintiff or proposed class members (on the other) with respect to any such contract or terms, including for the reasons set out at paragraph 5 of this Part of the Response to Civil Claim; and/or
 - (b) any such contract is vitiated by mistake.
19. Further, and in the alternative, the Defendants deny that they or either of them breached any contractual obligation, term, or warranty, in relation to the iPhone 16 Devices, the iOS Software, or Apple Intelligence, as alleged in the Claim or at all. At all times, the

Defendants met any and all contractual obligations owed to the Plaintiff and the proposed class members.

No Fraudulent Misrepresentation or Tortious Deceit

20. The Claim does not disclose a cause of action in misrepresentation or deceit, and the Defendants are not liable for the same, as alleged or at all.
21. The Defendants deny that they deceived the Plaintiff or any of the proposed class members in the manner alleged in the Claim or at all.
22. The Defendants deny that any representations they (or either of them) made regarding the iPhone 16 Devices, the iOS Software or Apple Intelligence or Siri features:
 - (a) were false, deceptive or deceitful, in the manner alleged in the Claim or at all;
 - (b) omitted facts that they were required to disclose in relation to the iPhone 16 Devices or the iOS Software, in the manner alleged in the Claim or at all;
 - (c) were knowingly or intentionally false, deceptive or deceitful, in the manner alleged in the Claim or at all; or
 - (d) were relied upon by the Plaintiff or proposed class members or induced them to act in the manner alleged in the Claim or at all, including to purchase the iPhone 16 Devices or upgrade their devices.
23. The Defendants further deny that they or either one of them made any misrepresentations, fraudulent or otherwise, about the iPhone 16 Devices, the iOS Software or Apple Intelligence or Siri features.
24. Further, and in the alternative, neither the Plaintiff nor any proposed class members relied, reasonably or at all, on any alleged misrepresentations made by the Defendants to their detriment.
25. Finally, and in the alternative, if any representation the Defendants (or either of them) made was false or incomplete, which is denied, the Defendants did not know, nor ought to have known, that it was false or incomplete, and the representation was made without intending to deceive, harm, or induce reliance by the Plaintiff or proposed class members.

No Unjust Enrichment

26. The Claim does not disclose a cause of action in unjust enrichment, and such a pleading (which is not made in the alternative) is inconsistent with the claim in contract, in breach of Rule 3-7(6).
27. The Defendants deny that they or either one of them have been unjustly enriched at the expense of the Plaintiff or proposed class members, in the manner alleged in the Claim or at all.
28. The alleged enrichment pleaded at paragraph 53 of Part 3 of the Claim is specifically denied. In the alternative, if the Defendants were enriched at all, which is not admitted and is expressly denied, there was a juristic reason for the enrichment (namely, a contract for purchase of an iPhone 16 Device), which was unrelated to Apple Intelligence or related features and would have occurred regardless of the representations alleged in the Claim.
29. In any event, the Plaintiff and proposed class members have not suffered any deprivation, including for the reasons set out at paragraphs 30-37, below.

No Damages or Other Relief

30. In response to the whole of the Claim and each of the causes of action pleaded therein (including statutory causes of action), the Defendants deny that the Plaintiff or proposed class members suffered any losses, damages, or expenses, as alleged or at all, and the Defendants put the Plaintiff and proposed class members to strict proof thereof.
31. The Defendants specifically deny that the Plaintiff or proposed class members have suffered any damages at all or for which they are entitled to any relief, including declaratory relief, injunctive relief, statutory relief, or damages from the Defendants or either one of them, as alleged in the Claim or at all
32. In the alternative, if the Plaintiff or proposed class members suffered any losses, damages, or expenses, as alleged or at all (which is expressly denied), then such loss, damage, or expense was neither caused nor contributed to by any actionable act or omission of the Defendants (or either of them). It is specifically denied that the Plaintiff or proposed class members would have acted differently “but for” any actionable representation(s) by the Defendants: the Plaintiff and proposed class members purchased iPhone 16 Devices for

many varied reasons other than the availability of the specific Apple Intelligence or Siri features identified in the Claim, and they would have purchased the iPhone 16 Devices for those reasons in any event.

33. In the further alternative, if the Plaintiff or proposed class members suffered any losses, damages, or expenses that were caused or contributed to by the Defendants or either of them (which is expressly denied), then any such loss, damage or expense is too remote to be recovered or is otherwise not recoverable at law, including because such loss, damage or expense was not reasonably foreseeable or reasonably foreseen by the Defendants.
34. In the further alternative, if the Plaintiff or proposed class members suffered any losses, damages, or expenses, then the Plaintiff or proposed class members themselves caused or contributed to such loss, damage or expense and/or failed to mitigate their damages.
35. The Defendants expressly deny that they acted in a malicious, oppressive, deliberate, high-handed, callous or reckless manner or without regard to the interests and rights of the Plaintiff or proposed class members, in the manner alleged in the Claim or otherwise. There is no basis in fact or at law for an award of punitive damages against the Defendants or either one of them.
36. In specific response to paragraphs 1(f)-(h) of Part 2 of the Claim, the Defendants deny any basis for injunctive relief, whether the nature of such injunctive relief is characterized as mandatory or prohibitive.

No Admission of Liability

37. The Defendants deny that any of the statements made by either one of them, included as pleaded in the Claim, and including any statements regarding the delayed provision of certain Apple Intelligence or Siri features, constitute any admission of fault or liability in relation to the iPhone 16 Devices, iOS Software or Apple Intelligence.

Defendants' address for service:

Address for service:

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**Attention: Jill Yates, Lindsay Frame and
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DATE: August 8, 2025



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

1. Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party 's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.