



Court File No. **VLC-S-S-255853**

NO.  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:



PLAINTIFF

AND:

SEGWAY INC. and  
VISIONUP CANADA INC.

DEFENDANTS

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

**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 Claim

1. The within proposed product liability multi-jurisdictional class proceeding involves certain model and model year electric-scooters (“**e-scooters**”), defined below as “**Affected E-Scooters**”, engineered, designed, manufactured, assembled, tested, supplied, and/or sold by the Defendant, Segway Inc. (“**Segway**”), and marketed, imported, distributed, supplied, and/or sold by the Defendant, VisionUp Canada Inc. (“**VisionUp**”), in Canada, including the Province of British Columbia, equipped with a defective folding mechanism incorporated into the vertical stem leading to the handlebars, intended to facilitate compact storage. In particular, the Affected E-Scooters suffer from a design and/or manufacturing defect whereby the folding mechanism is prone to progressive loosening with regular use, resulting in the collapse of the vertical stem leading to the handle bars during operation, thereby causing sudden and unanticipated loss of control and/or balance, all of which creates a real, substantial and imminent risk of harm, injury and/or death to the rider (the “**Defect**”).

2. “Affected E-Scooters” refers to 2020-2024 Segway Ninebot Max G30LP and G30P Kickscooters with the Defect. The Plaintiff reserves the right to amend or add to the models and model years included in the definition of Affected E-Scooters.

3. On April 14, 2025, the Defendant, Segway, and Transport Canada announced a recall (Recall No. 2025-206) of approximately 60,000 e-scooters manufactured with a defective folding mechanism (the “**Recall**”), This followed a parallel cross-border recall in the United States announced by the Defendant, Segway, and the United States Consumer Product Safety

Commission (“CPSC”) on March 20, 2025, which affected approximately 220,000 e-scooters

4. As part of the Recall, the putative class members have been advised to “immediately stop using the recalled scooters” and “inspect and, as necessary, tighten the folding mechanism before riding” the Affected E-Scooters to avoid injury from the Defect.

5. The Recall itself is entirely inadequate. As an initial matter, it provides no monetary remedy whatsoever. Rather than recalling and refunding or replacing the unsafe Affected E-Scooters, the Defendants, Segway and/or VisionUp, instead offer only a “free maintenance kit” “includ[ing] tools and instructions for checking and tightening the folding mechanism and keeping it properly maintained” (the “**Maintenance Kit**”).

6. The Defendants’, Segway’s and/or VisionUp’s, recall process requires putative class members to proactively contact them to request the Maintenance Kit. The Defendants, Segway and/or VisionUp, do not provide the Maintenance Kit automatically, nor do they inform putative class members of when, or if, the kit will be delivered upon request.

7. When the Maintenance Kit arrives, the Defendants, Segway and/or VisionUp, require putative class members to tighten the defective folding mechanism themselves, even if they lack the requisite skills to do so.

8. Further, the tightening does not completely remedy or fix the Defect, and therefore, putative class members must continue to consistently and constantly monitor the folding mechanism of the Affected E-Scooters for future manifestations of the Defect.

9. Given the recurring nature and inherent tendency of the Defect to manifest with regular use, the Recall does not adequately remedy the danger posed to putative class members, as it fails to address or eliminate the underlying root cause of the Defect. Rather than providing a permanent or professional repair, the Defendants, Segway and/or VisionUp, require the Plaintiff and putative class members to utilize the Maintenance Kit to self-inspect the defective folding mechanism, manually attempt to secure it, and rely on their own efforts to prevent the vertical stem of the Affected E-Scooters from collapsing during use—despite these e-scooters being capable of reaching speeds of up to 30 kilometers per hour (kph).

10. In addition to the Recall process being unduly burdensome on the Plaintiff and putative class members and offering an inadequate remedy, the notice element of the Recall is also inadequate. There is a significant likelihood that the majority of consumers who purchased or own an Affected E-Scooters will never learn of the Recall.

11. As averred to herein, the Defendants, Segway and/or VisionUp, knew, or ought to have known, of the Defect, and failed to warn the Plaintiff and putative class members accordingly. The Defendants', Segway's and/or VisionUp's, knowledge of the Defect is evident from: (i) consumer complaints submitted after the Affected E-Scooters were made available for sale; (ii) prior similar recalls involving defective e-scooter vertical stems and handlebars; (iii) design, testing, and product evaluations conducted prior to the Affected E-Scooters being released for retail sale; (iv) changes in the design and/or manufacturing of the folding mechanism in the later e-scooter models; and (iv) their subsequent discontinuation or removal of the Affected E-Scooters from their online stores, other e-commerce platforms, or the cessation of supply to third-party retailers.

12. Additionally, while there is a significant resale market for used e-scooters, the recalled Affected E-Scooters have experienced a significant loss in value and useful life as a result of the Defect.

13. The Defect is inherent in each of the Affected E-Scooters and was present at the time of sale and exposes putative class members to an unreasonable risk of harm, injury and/or death if the vertical stem leading to the handlebars unexpectedly collapses while riding.

14. In engineering, designing, manufacturing, assembling, testing, marketing, importing, distributing, supplying, and/or selling the Affected E-Scooters, the Defendants, Segway and/or VisionUp, have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached implied warranties.

15. Owners and/or users of the Affected E-Scooters have been injured in fact, incurred damages, and suffered ascertainable loss, expense or damage as a result of the Defect. Had the Plaintiff and putative class members known of the Defect, they would not have purchased the Affected E-Scooters or would have paid substantially less for them.

16. The Defendants', Segway's and/or VisionUp's, marketing of their e-scooters as safe,

dependable and reliable is pervasive across North America.

17. No reasonable consumer expects to purchase a product with a concealed defect that presents a real, substantial and imminent danger to the users. The Defect is material to the Plaintiff and putative class members, as they reasonably relied on the expectation that the Affected E-Scooters would be safe, reliable, and free from defects at the time of purchase and throughout their reasonable useful life.

18. The Defendants, Segway and/or VisionUp, knowingly omitted, concealed and/or suppressed material facts regarding the Defect and misrepresented the safety, standard, quality, or grade of the Affected E-Scooters, at the time of purchase and sale, and throughout their reasonable useful life, which directly caused harm or loss to the Plaintiff and putative class members. As a direct result of the Defendants', Segway's and/or VisionUp's, unfair, deceptive and/or fraudulent business practices and wrongful conduct, the Plaintiff and putative class members have suffered ascertainable losses or damages, including, *inter alia*: (i) overpayment for the e-scooters; (ii) sale of their e-scooters at a loss; and/or (iii) diminished value of their e-scooters.

19. Accordingly, for reasons described herein, the utility of Defendants', Segway's and/or VisionUp's, conduct in designing, manufacturing, marketing, distributing, and/or selling the Affected E-Scooters is outweighed by the gravity of the consequences to the Plaintiff and putative class members.

20. The Plaintiff seeks relief for all other owners of the Affected E-Scooters with the Defect, including, *inter alia*, recovery of damages under various provincial consumer protection legislation, breach of implied warranty or condition of merchantability, statutory and equitable claims and reimbursement of all expenses associated with the replacement of the Affected E-Scooters and/or buy back of the Affected E-Scooters.

## **B. The Parties**

### **i. The Representative Plaintiff**

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

4M4.

22. The Plaintiff sought to purchase a safe, reliable, and high-quality e-scooter from a well-known and reputable brand, particularly because he anticipated that his young son would routinely use it.

23. Given that Segway is widely recognized as a leading and ubiquitous brand in the e-scooter industry, the Plaintiff decided to purchase an e-scooter manufactured by the Defendant, Segway.

24. On or about January 1, 2023, the Plaintiff purchased a Segway Ninebot Max Electric Kick Scooter Bundle, which included the Max G30P model (the “**G30P**”), from the third-party retailer Costco, for a purchase price of \$1,134.49, including taxes and applicable discounts.

25. Shortly after his purchase, the Plaintiff observed that the vertical stem of the G30P would loosen after minimal use, rendering the scooter potentially dangerous to operate. Given that the Plaintiff intended for his young son to use the G30P, he found this issue particularly concerning. In fact, on one occasion, the vertical stem of the G30P collapsed while his son was riding it, causing him to be ejected from the e-scooter leading to abrasions and other physical injuries.

26. Believing that the issue might be isolated to a defective unit, the Plaintiff exchanged the G30P for a replacement at Costco. The Plaintiff has continued to experience the Defect with the replacement G30P e-scooter. Despite the danger and/or risk associated with the Defect, the Plaintiff has not received formal notice of the Recall from the Defendants, Segway and/or VisionUp.

27. Accordingly, the Plaintiff did not receive the benefit of his bargain when he purchased his G30P. He purchased an e-scooter that is of a lesser standard, grade, and quality than represented, and he did not receive an e-scooter that met ordinary and reasonable consumer expectations regarding safe and reliable operation. The Defect has significantly diminished the value of the G30P, as it is not safe, dependable and reliable as represented by the Defendants, Segway and/or VisionUp, and instead poses a real, substantial and imminent risk of harm, injury and/or death.

**ii. The Defendants**

28. The Defendant, Segway, is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, The Corporation Trust Company, at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States of America.

29. The Defendant, VisionUp, is a company duly incorporated pursuant to the laws of the Province of British Columbia, Canada, bearing the incorporation number BC1075146, having its registered and records office at 2130-11980 Hammersmith Way, Richmond, British Columbia V7A 0A4, Canada.

30. The Defendants, Segway and VisionUp, are wholly owned subsidiaries, affiliates, and/or agents of Ninebot (Changzhou) Tech Co., Ltd., (“**Ninebot**”), a manufacturing entity registered in Changzhou, Jiangsu province, China, at the address 16F-17F, Block A, Building 3, Changwu Mid Road 18, Wujin District, Changzhou 213100, China.

31. At all material times to the causes of action herein, Ninebot engineers, designs, develops, manufactures, assembles, markets, advertises, distributes, supplies, and/or sells the Affected E-Scooters, as averred to in paragraph two herein, through its related subsidiaries, affiliates, agents, operating and/or organizational units, including the Defendants, Segway and VisionUp, and independent retailers in Canada, including the Province of British Columbia.

32. In particular, at all material times relevant to the causes of action herein, the Defendant, VisionUp: (i) was, and remains, the authorized seller of Segway personal mobility products through its e-commerce website, accessible at <https://store-ca.segway.com>; (ii) acted, and continues to act, as the importer of Affected E-Scooters; (iii) acted, and continues to act, as the exclusive distributor of Segway personal mobility products to third-party retailers on behalf of the Defendant, Segway; (iv) administers warranty claims and product repairs; (v) manages and maintains the aforementioned website; and (vi) facilitates communications between the Defendant, Segway, and consumers in Canada.

33. Hereinafter, the Defendants, Segway and VisionUp, are collectively referred to as the Defendant, “**Segway**”, and/or the “**Defendants**”, unless referred to individually or otherwise.

### **C. The Class**

34. This action is brought on behalf of members of a class consisting of the Plaintiff, all British Columbia residents, and all other persons resident in Canada, who purchased, own or owned any one or more of the Affected E-Scooters (“**Class**” or “**Class Members**”), excluding employees, officers, directors, agents of the Defendant, Segway, and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendant, Segway, 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.

### **D. Factual Allegations**

#### **i. The Affected E-Scooters, the Defect and Recall**

35. The Defendant, Segway, designs, manufactures, markets, distributes, and/or sells a variety of powersport vehicles, e-bikes, e-scooters and other personal mobility products throughout North America.

36. The Defendant, Segway, sells the Affected E-Scooters through its own website, or e-commerce platform, and various third-party retailers, including Amazon, Wal-Mart, and Costco, among others.

37. The Affected E-Scooters are stand-up e-scooters powered by an electric motor (and a battery) housed within the center deck, on which the rider stands. The center deck connects to a rear wheel and extends forward into a neck that accommodates the vertical stem. The vertical stem is affixed at its base to a fork supporting the front wheel and extends upward to the handlebars.

38. The defective folding mechanism is located above the front fork and is designed to allow the vertical stem of the Affected E-Scooters to fold downward in a single step, forming a compact, flat profile for ease of storage and transport.

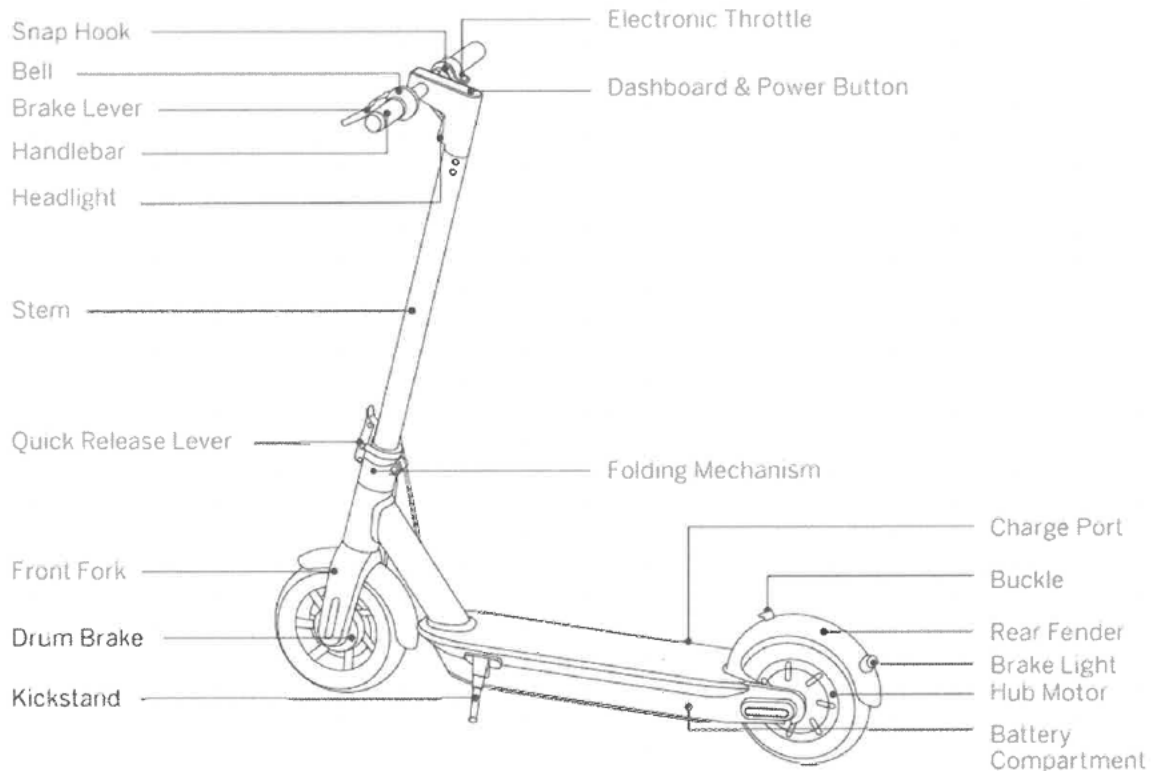
39. In particular, the folding mechanism operates through a hinged latch system. To fold the e-scooter, the rider must first unlock a locking pin or safety latch that is intended to prevent accidental collapse of the vertical stem during use. Once disengaged, a release lever or collar is



pulled to unlock the folding joint, allowing the vertical stem to pivot downward toward the deck. The vertical stem and handlebars swing down to rest parallel with the deck, and the vertical stem locks into a hook or buckle on the rear fender to secure it in the folded position.

40. To unfold, the rider releases the vertical stem from the rear fender, swings it upright, and re-engages the locking mechanism to secure it for riding.

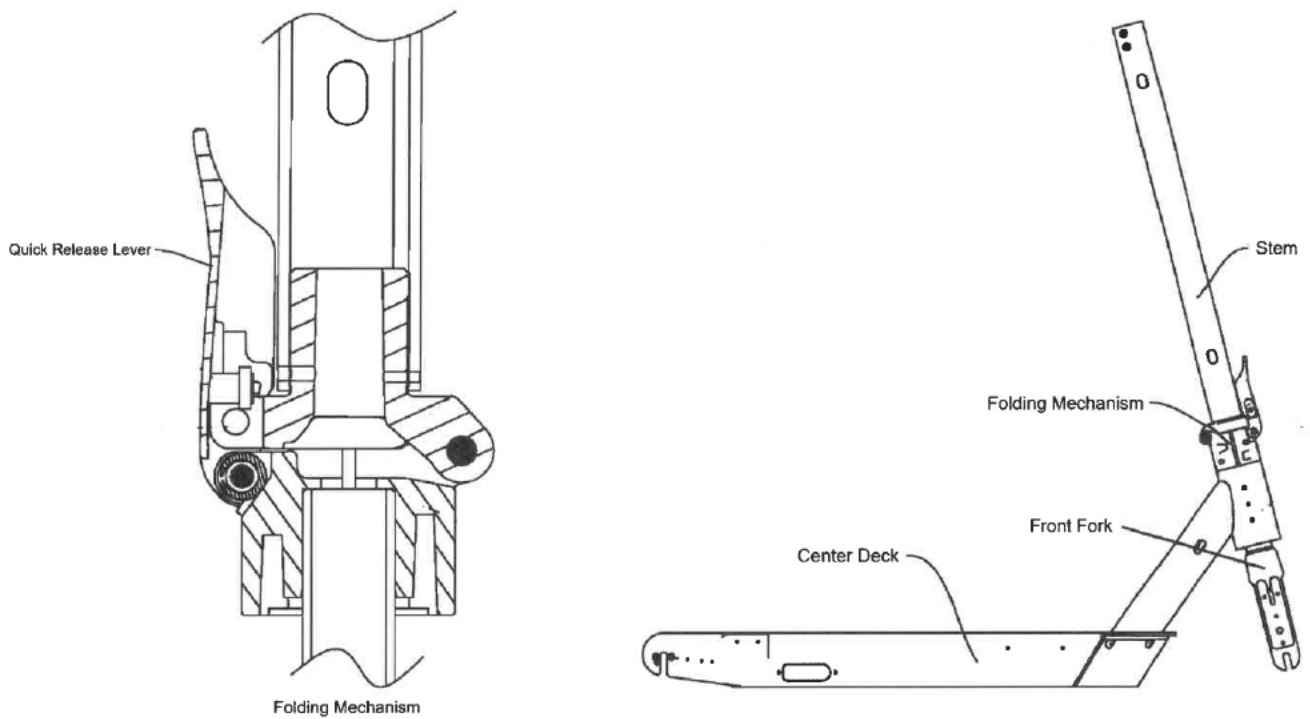
41. All component parts of the Affected E-Scooters are illustrated in Figure 1 below:



**Figure 1**

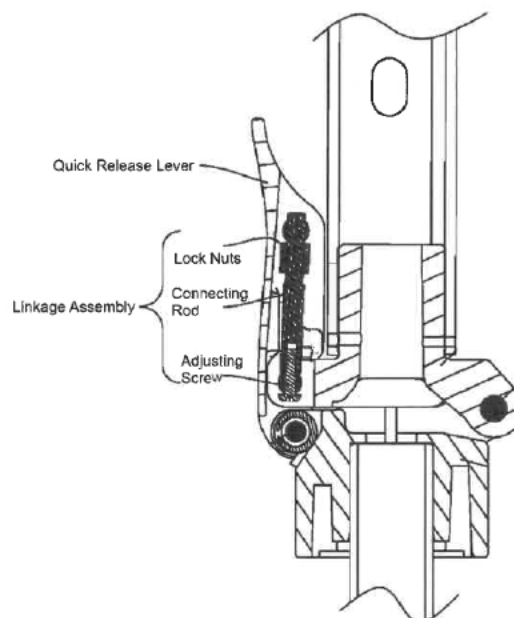
42. The Defect results from a design and/or manufacturing defect in the locking mechanism, which forms part of the folding mechanism, and consists in particular, the quick release lever, and the linkage assembly—comprising a connecting rod, adjusting screw, and lock nuts—such that these components progressively and easily loosen due to vibrations during regular operation of the Affected E-Scooters, causing the vertical stem to unexpectedly collapse while riding the Affected E-Scooters, and was present at all material times the Defendant, Segway, marketed and sold the Affected E-Scooters.

43. Figure 2 below depicts the folding mechanism, both as an individual component and as part of the e-scooter:



**Figure 2**

44. Figure 3 below depicts the linkage assembly and its component parts:



**Figure 3**

45. On April 14, 2025, following a parallel cross-border recall issued in United States on March 20, 2025, the Defendant, Segway, issued the Recall of approximately 60,000 Affected E-Scooters designed, manufactured and sold between January 2020 through February 2025 following various reports of “folding mechanism failures” as well as injuries relating to “abrasions, bruises, lacerations, and broken bones.”

46. According to the Recall, the vertical stem leading to the handlebars of the Affected E-Scooters can suddenly come loose, fold, and collapse inward while in use, causing riders to fall or be ejected from the Affected E-Scooters, potentially when riding at top speeds.

47. In particular, the Recall provides as follows:

Issue:

Under certain conditions, the scooter could fold while in use. If this happens, there could be a loss of control and/or you could fall from the scooter.

Note: As these scooters aren’t included in a prescribed class of vehicle, this action is not being conducted under the requirements of the Motor Vehicle Safety Act.

Safety Risk:

A loss of control could create the risk of a fall and/or injury.

Corrective Actions:

Segway advises that you should inspect and, as necessary, tighten the folding mechanism before riding your scooter. To request a free self-maintenance kit and instructions for how to inspect and tighten the folding mechanism, or if you have questions, you can contact Segway by calling 1-800-914-6110, visiting <https://service.segway.com/us-en/recall>, or emailing [recall@segway.com](mailto:recall@segway.com).

The instructions for the maintenance kit can also be found online at the following link: <https://z.ninebot.com/url/773>. A video tutorial for the maintenance kit can also be found online at the following link: <https://z.ninebot.com/url/743>.

48. The Recall advises consumers to “immediately stop using the recalled scooters” and to contact the Defendant, Segway, to “receive a free maintenance kit” to tighten the defective folding mechanism and “keep it properly maintained,” requiring Class Members to constantly monitor the

Affected E-Scooters for manifestation of the dangerous Defect.

49. The Plaintiff's and Class Members' injuries were uniformly compounded upon announcement of the Recall, which revealed the diminished useful life of their Affected E-Scooters and diminished the resale value of their Affected E-Scooters.

50. The Recall does not make Plaintiff and Class Members whole, as it fails to cure the economic loss stemming from the Defect in the Affected E-Scooters. The Plaintiff and Class Members would not have purchased a \$1000-\$1500 e-scooter had they known that the vertical stem could collapse and cause serious injury while in ordinary use.

51. The Recall provides consumers with no monetary relief whatsoever; to the contrary, the Defendant, Segway, explicitly states that "[n]o returns or replacements are involved."

52. Instead of providing a refund or non-defective replacement e-scooter, the Recall requires consumers to contact Defendant, Segway, so that it may "determine whether the folding mechanism needs adjustment." If the Defendant, Segway, deems the consumer's e-scooter as requiring adjustment, it will then provide a Maintenance Kit that "include[s] tools and instructions for checking and tightening the folding mechanism and keeping it properly maintained."

53. In particular, the Recall remedy is not automatically available to Class Members. Instead, Class Members must navigate a "Recall Process" that involves multiple steps and requirements, including, *inter alia*, providing the date and location of purchase, the serial number of the Affected E-Scooter, and photographic proof of the serial number—resembling an approval process rather than a straightforward request for a remedy.

54. As such, the Defendant, Segway, does not offer an adequate remedy or fix for the Defect. Instead, it effectively outsources its duty to provide a safe and reliable e-scooter by requiring untrained Class Members to use the Maintenance Kit to attempt to tighten and repair the original, defective folding mechanism themselves. This approach places an undue burden on consumers, requiring them to continually monitor the Affected E-Scooters and to "keep [them] properly maintained" in order to prevent the Defect from recurring or manifesting during reasonable use.

55. Despite the Defendant's, Segway's, representations relating to safe, reliable, convenient and portable e-scooters, the Affected E-Scooters do not meet the bare minimum standards of operating with the usual and expected level of safety due to the Defect, leading to a real, substantial and imminent risk of harm, injury and/or death to the rider.

**ii. The Defendant's, Segway's, knowledge and concealment of the Defect**

56. The Defendant, Segway, knew, or ought to have known, of the Defect by virtue of: (i) consumer complaints submitted after the Affected E-Scooters were made available for sale; (ii) prior similar recalls involving defective e-scooter vertical stems and handlebars; (iii) design, testing, and product evaluations conducted prior to the Affected E-Scooters being released for retail sale; (iv) changes in the design and/or manufacturing of the folding mechanism in later e-scooter models; and (v) its subsequent discontinuation or removal of the Affected E-Scooters from its online stores, other e-commerce platforms, or the cessation of supply to third-party retailers.

57. The Defendant, Segway, has received numerous consumer complaints regarding the Defect over the course of several years, including through its own website. These complaints highlighted the serious and dangerous nature of the Defect and served to place the Defendant, Segway, on notice.

58. Moreover, the Recall is not the first recall issued by the Defendant, Segway, relating to a similar design and/or manufacturing defect in one of its personal mobility products. In or around March 2025, the Defendant, Segway, recalled approximately 300 Segway Ninebot P100 KickScooters ("P100 E-Scooters") following multiple reports of defective front forks. Similar to the Affected E-Scooters, the P100 E-Scooters suffered from a defect in the vertical stem leading to the handlebars, which could break and thereby pose a risk of falls and injury to riders. This defect reportedly caused consumers to fall or be ejected from the scooter, resulting in injuries. This recall followed an identical recall issued by the Defendant, Segway, and CPSC recalling approximately 1,400 P100 E-Scooters in November 2024 in the United States.

59. Accordingly, the Defendant, Segway, was placed on further notice of the dangers associated with manufacturing and distributing personal mobility products containing defects in integral components, such as the vertical stem, and folding mechanism.

60. Between 2020 and 2022, around the time the Defendant, Segway, commenced designing, manufacturing, marketing, distributing, and/or selling the Affected E-Scooters, it filed a series of patents relating to the design and subsequent improvements of the folding mechanism used in the Affected E-Scooters. In particular, in one such later patent application, the Defendant, Segway, acknowledged in the background section that the existing folding mechanism “is easy to loosen due to vibrations during riding. Hence, a locking mechanism of the vertical tube will fail and the vertical tube will suddenly fold during riding, causing poor safety of the scooter.”

61. Further, as of August 2025, the Defendant, Segway, is no longer actively selling the Affected E-Scooters in North America. In Canada, although some refurbished or certified pre-owned units may remain available through select third-party retailers, such inventory is extremely limited and frequently sold out, as the Defendant, Segway, has ceased supplying the Affected E-Scooters to the Canadian market.

62. The Affected E-Scooters do not display any warning of the dangers posed by the Defect. Further, the Defendant, Segway, failed to disclose the Defect in any direct or indirect customer-facing communication within the timeframe outlined in the Recall.

63. The Defect renders the Affected E-Scooters unfit for the ordinary purpose of providing a safe, reliable and durable mode of transportation because it exposes Class Members to real, substantial and imminent risk of harm, injury and/or death, while in regular use.

64. The Plaintiff and Class Members would not have bought the Affected E-Scooters, or would not have bought them on the same terms, if the Defect had been disclosed.

65. Accordingly, the Plaintiff and Class Members suffered an economic loss at the moment of their purchase of the Affected E-Scooters in the form of overpayment and diminution in value.

66. Notwithstanding the Defendant’s, Segway’s, exclusive and superior knowledge of the Defect, it failed to disclose the Defect to the Plaintiff and Class Members at the time of purchase of the Affected E-Scooters, or reasonably thereafter, and continued to sell the Affected E-Scooters. The Defendant, Segway, intentionally concealed the Defect and its associated safety risks to consumers, including the Plaintiff and Class Members.

67. The Defendant, Segway, knew, or ought to have known, that the Defect and the associated safety risks were material to owners of Affected E-Scooters and were not known or reasonably discoverable by the Plaintiff and Class Members before they purchased Affected E-Scooters or within applicable warranty periods.

**iii. The Defendant, Segway, misrepresented the safety, reliability and/or durability of the Affected E-Scooters**

68. The Defendant, Segway, proclaims itself to be the “global leader” in consumer robotics and proudly advertises that they are the “number one brand in electric Kickscooter sales”.

69. The Defendant, Segway, markets the Segway E-Scooters at issue as a convenient mode of transportation “perfect for smooth, safe rides.” The Defendant’s, Segway’s, promotional images consist of adventurous people traversing on the Segway e-scooters, or the e-scooters safely carrying riders across various urban terrains and inclines.

70. On its website, Defendant, Segway, describes the defective folding mechanism as a “quick folding system” to fold the Affected E-Scooters, making the e-scooters portable and easy to carry or store. The Defendant, Segway, claims that it is designed to “take to any destination you desire effortlessly” and, because it is the same “folding mechanism of [] high-end folding bikes, it is safe and durable”, as described in Figure 4 below:



**Classic Quick Folding System**

Ninebot KickScooter MAX G30LP can be folded with ease in a mere 3 clicks. It is easy to carry on public transportation, store in your car, and take to any destination you desire effortlessly. Also, equipped with the folding mechanism of the high-end folding bikes, it is safe and durable.

**Figure 4**

71. The Defendant, Segway, makes similar representations regarding the defective locking mechanism on websites of third-party retailers without highlighting the Defect. For example, the purchase page for the Affected E-Scooters on Costco's website provides: "One-click folding system for convenient storage and portability".

72. The Defendant, Segway, also promotes that the Affected E-Scooters can safely carry riders at a top speed of 30 kph through various terrain. The dangerous nature of this Defect becomes clear when one imagines zipping down the bike lane at 30 kph on an unprotected electric scooter, only to have the supposedly reliable handlebars suddenly collapse.

73. The Defendant, Segway, continues to misrepresent the safety, reliability, and durability of the Affected E-Scooters in its Recall communications. Specifically, the Defendant, Segway, states: "[a]t Segway, your safety and riding experience are our top priorities," and further asserts that the Recall "is designed to ensure optimal performance and safety by providing consumers with a free self-maintenance kit." These statements are misleading in light of the known Defect and the inadequate nature of the remedy offered.

**iv. The Defect poses a real, substantial and imminent risk of harm, injury or death to rider safety and renders the Affected E-Scooters *per se* defective**

74. In Canada, the safety standards of personal mobility products, such as e-scooters, are governed by the *Canada Consumer Product Safety Act*, S.C. 2010, c. 21 ("**CCPSA**"). The Minister of Health has the power and authority to verify that companies and persons comply with the *CCPSA*, and other applicable personal mobility product safety standards. As such, Health Canada is delegated the authority to oversee the *CCPSA*. Further, although e-scooters do not fall within the direct jurisdiction of the *Motor Vehicle Safety Act*, S.C. 1993, c. 16, Transport Canada, in conjunction with Health Canada, takes an active role in issuing and regulating recall-related communications and public safety warnings. In the United States, CPSC oversees personal mobility product safety standards, such as under, *inter alia*, the *Consumer Product Safety Act*, 15 U.S.C §§2051-2089.

75. In Canada, pursuant to *CCPSA*, manufacturers, importers and/or sellers of consumer products, such as the Affected E-Scooters, are required to file a report with the Minister of Health within two days of learning of any safety related incidents, including, *inter alia*, any defects,



impacting the consumer products. In addition, within ten days of becoming aware of such an incident, the manufacturer or importer must submit a written report to the Minister of Health containing: (i) details of the incident; (ii) information identifying the product involved; (iii) information about any similar products manufactured or imported that could be involved in a similar incident; and (iv) any corrective or remedial measures taken in relation to the affected products.

76. The purpose of these government regulations is to facilitate the notification to owners of defective and noncomplying consumer products, including personal mobility products, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *CCPSA* among personal mobility product manufacturers, importers and/or sellers.

77. The Defendant, Segway, has failed and/or neglected to comply with its mandatory obligations under the *CCPSA* to provide the Plaintiff and Class Members with an adequate remedy or fix for the Defect in the Affected E-Scooters. As such, the Plaintiff and Class Members are left to use personal mobility products that pose a real, substantial and imminent risk of harm, injury and/or death.

78. In particular, as mentioned before, the remedy or fix offered by the Defendant, Segway, involving the use of the Maintenance Kit to remedy the Defect is inadequate for the following reasons:

- (a) The Recall does not actually repair or replace the defective Affected E-Scooters with non-defective units. Instead, it places undue burden on Class Members—who have no relevant technical expertise—to inspect their own e-scooters, identify the defective folding mechanism, tighten it, and continue to monitor and adjust it for the remainder of the product’s useful life. As acknowledged by the Defendant, Segway, itself: “the folding mechanism may require periodic checks and tightening.”
- (b) The Recall does not remedy the false representations and material omissions made by Segway regarding the reliability and safety of the Affected E-Scooters,

which induced the Plaintiff and Class Members to purchase—and overpay for—these products in the first place. The Recall does not restore the Plaintiff and Class Members to the position they would have been in had the misrepresentations not occurred.

- (c) Class Members are not trained or experienced in repairing or maintaining personal mobility products such as the Affected E-Scooters. It is not reasonable to expect the Class Members—or any other consumer—to properly secure the defective folding mechanism in a manner that ensures it remains safe for continued use by themselves, their family members, or others. This ongoing reliance on untrained consumers to mitigate the Defect places users at a continued risk of serious injury, harm and/or death.

## **Part 2: RELIEF SOUGHT**

1. The Plaintiff, on his own behalf and on behalf of Class Members, claims against the Defendant, Segway, as follows:

- (a) an Order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;
- (b) a declaration that the Defendant, Segway, was negligent in the manufacture and/or design of the Affected E-Scooters causing the Plaintiff and Class Members to suffer damages;
- (c) a declaration that the Defendant, Segway:
  - (i) breached its duty of care to the Plaintiff and Class Members, and is consequently liable to the Plaintiff and Class Members for damages;
  - (ii) breached implied warranties or conditions of merchantability as to the Affected E-Scooters and is consequently liable to the Plaintiff and Class Members for damages pursuant to sections 18(a), (b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410 (“*SGA*”); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52

of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a), (b) and 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a), (b) and 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a), (b) and 50 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and sections 18(a), (b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 to 1730 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q.-1991 (collectively, the “**Provincial Sale of Goods Acts**,” unless otherwise referred to individually), and is consequently liable to the Plaintiff and Class Members for damages;

- (iii) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;
- (iv) breached the duty to act in good faith and with honesty in representations and in the performance of obligations, pursuant to articles 6, 7, and 1375 of the *Civil Code of Québec*, C.Q.L.R., c C.C.Q.-1991; and
- (v) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; articles 215, 219, and 228 of the *Consumer Protection*

*Act*, C.Q.L.R. c. P-40.1, (collectively, the “**Parallel Consumer Protection Legislation**,” unless otherwise referred to individually), and is consequently liable to the Plaintiff and Class Members for damages;

- (d) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and the *Parallel Consumer Protection Legislation*, and waiving any such applicable notice provisions;
- (e) an Order for the statutory remedies available under the *BPCPA*, and the *Parallel Consumer Protection Legislation*, including damages, cancellation and/or rescission of the purchase of the Affected E-Scooters;
- (f) an Order directing the Defendant, Segway, to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; section 93(1)(f) of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c B120; section 18(11) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- (g) a declaration that the Defendant, Segway, 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;
- (h) an Order enjoining the Defendant, Segway, from continuing its unlawful and unfair business practices as alleged herein;
- (i) a declaration that the Defendant, Segway, fraudulently concealed the Defect in the Affected E-Scooters from the Plaintiff and Class Members;

- (j) injunctive and/or declaratory relief requiring Defendant, Segway, to properly and adequately recall, buy back and/or replace the defective Affected E-Scooters and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (k) 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;
- (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 Honorable Court may seem just.

### **Part 3: LEGAL BASIS**

#### **A. Jurisdiction**

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 (“*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.

## **B. Causes of Action**

### **i. Negligence**

1. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

2. The Defendant, Segway, at all material times, owed a duty of care to the Plaintiff and Class Members to provide a product that did not have a design and/or manufacturing defect. The Affected E-Scooters, equipped with the defective folding mechanism, pose a real, substantial and imminent risk of harm, injury and/or death to riders, by causing the vertical stem leading to the handlebars to unexpectedly collapse during operation, resulting in sudden and unanticipated loss of control and/or balance.

3. The Defendant, Segway, as the designer, engineer, manufacturer, marketer, and/or distributor of the Affected E-Scooters and their component parts, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected E-Scooters and their component parts, including the folding mechanism, were reasonably safe in their operation.

4. At all material times, the Defendant, Segway, owed a duty of care to the Plaintiff and Class Members and breached that standard of care expected in the circumstances. It knew the folding mechanism equipped in the Affected E-Scooters was defective so as to cause the vertical stem to unexpectedly collapse during operation, resulting in sudden and anticipated loss of control and/or balance, all of which poses a real, substantial and imminent risk of harm, injury and/or death to riders. Despite such knowledge, the Defendant, Segway, continued to market, distribute, and/or sell Affected E-Scooters equipped with the defective folding mechanism.

5. The Defendant, Segway, owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the Affected E-Scooters. The Defendant, Segway, had a duty to warn, or promptly warn, the Plaintiff and Class Members that the defective folding mechanism causes the vertical stem to unexpectedly collapse during operation, resulting in sudden and anticipated loss of control and/or balance, all of which poses a real, substantial and imminent risk of harm, injury and/or death to the riders, and which it failed to do.

6. The circumstances of the Defendant, Segway, being in the business of designing, manufacturing, assembling, distributing, selling, and/or placing the Affected E-Scooters and their component parts into the Canadian stream of commerce, place it in a position of legal proximity to the Plaintiff and Class Members. Accordingly, the Defendant, Segway, was under a legal duty to exercise reasonable care and to be fully mindful of safety considerations when designing, manufacturing, assembling, distributing, and/or selling a product such as the Affected E-Scooters equipped with a defective folding mechanism.

7. It was reasonably foreseeable that a failure by the Defendant, Segway, to properly design, manufacture, test, and inspect the folding mechanism of the Affected E-Scooters, and, thereafter, to monitor product performance following their introduction to market and take adequate corrective action when required, would render the Affected E-Scooters unsafe for ordinary and intended use, thereby causing or increasing the risk of harm to the Plaintiff and Class Members.

8. The Defendant, Segway, through its employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of a consumer-product manufacturer, supplier and/or distributor in the circumstances in that:

- (a) it knew, or ought to have known, about the Defect and should have timely warned the Plaintiff and Class Members;
- (b) it designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, and/or sold e-scooters equipped with a defective folding mechanism that compromised the structural integrity of the vertical stem, resulting in the risk of sudden collapse during operation, which posed a real, substantial and imminent risk of harm or injury to users of the Affected E-Scooters;
- (c) it failed to timely warn the Plaintiff, Class Members and/or consumers about the Defect;
- (d) it failed to change the design, manufacture, material and/or assembly of the defective folding mechanism equipped in the Affected E-Scooters in a reasonable and timely manner;
- (e) it failed to properly inspect and test the defective folding mechanism in the Affected E-Scooters;
- (f) it knew, or ought to have known, about the Defect but failed to disclose it;
- (g) it failed to timely issue and implement safety, repair and/or replacement recalls of the Affected E-Scooters;
- (h) it failed to institute an effective manner of notifying the Plaintiff and Class Members of the Recall;
- (i) notwithstanding that it foresaw personal injury and the loss of life and property of the users of the Affected E-Scooters, it failed to, or failed to promptly and/or properly, eliminate or correct the Defect; and
- (j) it failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship, and/or product quality, as would



reasonably be expected of a personal product mobility manufacturer, distributor, and/or supplier.

9. As a result of the Defect in the Affected E-Scooters, and by reason of the Defendant's, Segway's, negligence and its failure to disclose and/or adequately warn of the Defect, the Plaintiff and Class Members have suffered and will continue to suffer damages. The value of each Affected E-Scooter is diminished. Each Class Member must expend time and effort to inspect, monitor, and attempt to maintain or repair their e-scooter using the Maintenance Kit provided under the Recall. The Defendant, Segway, should compensate the Plaintiff and each Class Member for their out-of-pocket expenses, including but not limited to replacement of the e-scooter, lost use of the e-scooter due to the Defect and/or buy back of the e-scooter.

**ii. Breach of the Implied Warranties or Condition of Merchantability pursuant to SGA and Parallel Provincial Sale of Goods Legislation**

10. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

11. The Defendant, Segway, is a "seller" with respect to the Affected E-Scooters within the meaning of the *SGA*, and the *Provincial Sale of Goods Acts*, pursuant to its role in manufacturing, marketing, distributing, supplying, and/or selling the Affected E-Scooters directly or through its authorized Canadian dealers, distributors, resellers, retailers, and/or intermediaries.

12. The Defendant, Segway, is and was at all relevant times a seller with respect to the Affected E-Scooters equipped with the defective folding mechanism. The Defendant, Segway, sold and marketed the Affected E-Scooters to consumers through authorized third-party retailers, such as Costco, from whom the Plaintiff and Class Members purchased the e-scooters, for the intended purpose of safe and reliable personal transportation. The Defendant, Segway, knew or ought to have known that the Affected E-Scooters, equipped with the defective folding mechanism, would be sold unchanged through these authorized retailers to consumers, without modification to the folding mechanism.

13. The folding mechanism equipped in the Affected E-Scooters is inherently defective, as it is prone to progressive loosening during operation, significantly compromising the structural

integrity of the e-scooter's vertical stem leading to the handlebars, thereby creating a real, substantial, and imminent risk of harm, injury, and/or death to users of the Affected E-Scooters.

14. A warranty that the Affected E-Scooters were in merchantable condition was implied by law pursuant to sections 18(a) and/or (b) of the *SGA*, sections 16(2) and/or (4) of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1) and/or (2) of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a) and/or (c) of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; sections 18(a) and (b) of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 and 1728 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

15. The Defendant, Segway, marketed, distributed, and/or sold the Affected E-Scooters in Canada, including the Province of British Columbia, as safe and reliable personal mobility products through authorized distributors, retailers, and/or directly through its online platforms. Such representations formed the basis of the bargain in Class Members' decisions to purchase the Affected E-Scooters.

16. Affected E-Scooters were defective at the time they left the possession of the Defendant, Segway. The Defendant, Segway, knew or ought to have known of the Defect at the time these transactions occurred. Thus, the Affected E-Scooters, when sold, marketed and/or distributed, and at all material times thereafter, were not of merchantable condition or quality and were not fit for their ordinary intended purpose.

17. The Plaintiff and Class Members purchased and/or otherwise acquired the Affected E-Scooters from the Defendant, Segway, through its authorized retailers, online sales platforms, or from other third-party sellers or retailers who had obtained the Affected E-Scooters through the Defendant's, Segway's, authorized distribution channels. At all relevant times, the Defendant, Segway, was the manufacturer, distributor, warrantor and/or seller of the Affected E-Scooters. As such, there existed privity and/or vertical privity of contract between the Plaintiff and Class

Members and the Defendant, Segway, with respect to the Affected E-Scooters. Alternatively, privity of contract need not be established nor is it required, as the Plaintiff and Class Members are intended third-party beneficiaries of the contracts between the Defendant, Segway, and its authorized distributors, retailers, and resellers, and specifically of the Defendant's, Segway's, implied warranties.

18. The Defendant's, Segway's, authorized distributors, and authorized retailers are intermediaries between the Defendant, Segway, and consumers. These intermediaries market and sell the Affected E-Scooters to consumers and are not, themselves, end users or consumers of the Affected E-Scooters. Accordingly, they have no direct rights or remedies against the Defendant, Segway, with respect to the Plaintiff's and Class Members' acquisition and use of the Affected E-Scooters. The Defendant's, Segway's, warranties, representations, and marketing materials were designed and intended to influence the purchasing decisions of consumers, including the Plaintiff and Class Members, who purchased the Affected E-Scooters in reliance on those representations.

19. The Defendant, Segway, knew or had reason to know of the specific use for which the Affected E-Scooters were purchased.

20. As a result of the Defect, the Affected E-Scooters were not of merchantable condition and quality when sold and are not fit for the ordinary purpose of providing safe and reliable transportation.

21. The Defendant, Segway, knew about the Defect, allowing it to cure its breach of warranty if it chose to do so.

22. At all material times when the Defendant, Segway, warranted, distributed, supplied, and/or sold the Affected E-Scooters, it knew or ought to have known that its warranties were false or misleading. Nevertheless, the Defendant, Segway, failed to disclose the true nature of the Defect, continued manufacturing and distributing the Affected E-Scooters, and persisted in issuing false warranties and representations that the Affected E-Scooters were safe and reliable. The Affected E-Scooters were defective when the Defendant, Segway, delivered them to its authorized distributors, retailers, and/or resellers, and accordingly, remained defective when they ultimately reached the Plaintiff and Class Members.

23. The Defendant's, Segway's, attempt to disclaim or limit the implied warranty of merchantability *vis-à-vis* the Plaintiff, Class Members, and/or consumers is unconscionable and unenforceable. Specifically, the Defendant's, Segway's, warranty limitation is unenforceable because it knowingly sold and/or distributed Affected E-Scooters without informing the Plaintiff, Class Members, and/or consumers about the Defect in the folding mechanism. The time limits contained in the Defendant's, Segway's, warranty periods were also unconscionable and inadequate to protect the Plaintiff and Class Members. Among other things, the Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored the Defendant, Segway. A gross disparity in bargaining power existed between the Defendant, Segway, and the Plaintiff and Class Members, and the Defendant, Segway, knew that the Affected E-Scooters were equipped with a defective folding mechanism that progressively loosened, causing the vertical stem to collapse suddenly during use, creating a real, substantial, and imminent risk of harm, injury, and/or death to riders.

24. The Plaintiff and Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of the Defendant's, Segway's, conduct alleged herein, affording the Defendant, Segway, a reasonable opportunity to cure its breach of written warranties, therefore, would be unnecessary and futile.

25. As a direct and proximate result of the Defendant's, Segway's, breach of implied warranties or conditions of merchantability, the Plaintiff and Class Members have suffered loss, diminution and/or damage as a result of the Defect, pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; section 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; section 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; section 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; section 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; section 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; section 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; section 60 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; section 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726, 1727, and 1739 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

### **iii. Violation of *BPCPA* and Parallel Provincial Consumer Protection Legislation**

26. 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.

27. The Defendant, Segway, is in British Columbia for the purposes of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

28. The Affected E-Scooters are consumer “goods” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

29. The Plaintiff Class Members in British Columbia who purchased the Affected E-Scooters primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are “consumers” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

30. The purchase of the Affected E-Scooters by the Plaintiff and Class Members in British Columbia for personal, family or household purposes, and not for resale or for carrying on business constitutes a “consumer transaction” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

31. The Defendant, Segway, is a “supplier” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*, as it carried on business in each of the provinces, and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *BPCPA*, and the *Parallel Consumer Protection Legislation*.

32. The Defendant, Segway, is the manufacturer of the Affected E-Scooters and distributes, markets, and/or supplies such personal mobility products to consumers including the Class Members in British Columbia. At all relevant times, the Defendant, Segway, was a supplier and/or seller of the Affected E-Scooters as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendant, Segway.

33. By failing to disclose and actively concealing the Defect, the Defendant, Segway,

engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*. The Defendant, Segway, knew, or ought to have known, that the Affected E-Scooters equipped with the defective folding mechanism, pose a real, substantial and imminent risk of harm, injury and/or death to riders, by causing the vertical stem leading to the handlebars to unexpectedly collapse during operation, resulting in sudden and unanticipated loss of control and/or balance. The Defendant, Segway, made misleading statements or omissions concerning the Defect, but yet failed to adequately warn consumers.

34. As alleged herein, the Defendant, Segway, made misleading representations and omissions concerning the safety, reliability, and durability of the Affected E-Scooters.

35. In purchasing the Affected E-Scooters, the Plaintiff and Class Members were deceived by the Defendant's, Segway's, failure to disclose its knowledge of the Defect and associated safety risks.

36. In particular, the Defendant, Segway, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to the Plaintiff and Class Members that the Affected E-Scooters were equipped with the defective folding mechanism that poses a real, substantial and imminent risk of harm, injury and/or death to riders, by causing the vertical stem leading to the handlebars to unexpectedly collapse during operation, resulting in sudden and unanticipated loss of control and/or balance. In particular, the Defendant, Segway, engaged in unfair or deceptive acts or practices pursuant to the *BPCPA*, and the *Parallel Consumer Protection Legislation*, by:

- (a) failing to disclose that the Affected E-Scooters equipped with the defective folding mechanism were not of a particular standard, quality, or grade;
- (b) failing to disclose before, during and/or after the time of purchase any and all known material defects or material nonconformity of the Affected E-Scooters, including the Defect;
- (c) failing to disclose at the time of purchase that the Affected E-Scooters, including the defective folding mechanism, were not in good working order, defective, not

fit for their intended, and ordinary purpose, and created a real, substantial and imminent risk of harm, injury and/or death to users of the Affected E-Scooters;

- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the defective folding mechanism in the Affected E-Scooters to the Plaintiff and Class Members, even though the Defendant, Segway, possessed exclusive knowledge of the inherent defect in the folding mechanism equipped in the Affected E-Scooters before and at the time of sale;
- (e) failing to disclose, or adequately disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the folding mechanism equipped in the Affected E-Scooters was defective, even though the Defendant, Segway, knew about the Defect; and
- (f) representing that the Defect in the Affected E-Scooters would be covered under its warranty program.

37. In purchasing the Affected E-Scooters, the Plaintiff and Class Members in British Columbia were deceived by the Defendant's, Segway's, failure to disclose its exclusive knowledge that the defective folding mechanism causes the vertical stem leading to the handle bars to unexpectedly collapse during operation, resulting in sudden and anticipated loss of control and/or balance, all of which poses a real, substantial and imminent risk of harm, injury and/or death to riders.

38. By failing to disclose and actively concealing the Defect, the Defendant, Segway, engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*.

39. Further, as alleged herein, the Defendant, Segway, made misleading representations and/or omissions concerning the safety, reliability and durability of the Affected E-Scooters by:

- (a) publishing Owners' Manuals that made materially misleading omissions as to claims of safety, high quality and dependability but which uniformly omitted any warning to consumers that the Affected E-Scooters were equipped with a

defective folding mechanism that causes the vertical stem leading to the handle bars to unexpectedly collapse during operation, resulting in sudden and anticipated loss of control and/or balance, all of which poses a real, substantial and imminent risk of harm, injury and/or death to riders;

- (b) advertisements which uniformly omitted any information about the Defect, and which misled consumers into believing that the Affected E-Scooters' folding mechanism, and other related component parts would function properly; and
- (c) emphasizing and extolling in brochures and advertisements that the Affected E-Scooters were safe, dependable, of the highest quality and with exceptional capability.

40. The Defendant's, Segway's, conduct as alleged herein was, and is, in violation of sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*, by:

- (a) representing that the Affected E-Scooters, including they were defect-free and did not pose a safety hazard, when in fact they were not and did;
- (b) representing that the Affected E-Scooters were of a particular standard, quality or grade, when in fact they were not;
- (c) advertising the Affected E-Scooters with the intent not to sell them as advertised; and
- (d) representing that the Affected E-Scooters have been supplied in accordance with a previous representation as to safety, reliability, and durability, when in fact they had not.

41. In purchasing the Affected E-Scooters, Class Members in British Columbia were deceived by the Defendant's, Segway's, failure to disclose its exclusive knowledge of the Defect and/or its representations made as to the safety, reliability, and durability of the Affected E-Scooters in its sales brochure materials, manuals, press releases and/or websites.



42. The Defendant, Segway, intentionally and knowingly misrepresented and omitted material facts regarding its Affected E-Scooters, specifically regarding the Defect, with an intent to mislead Class Members.

43. In purchasing the Affected E-Scooters, Class Members were deceived by the Defendant's, Segway's, failure to disclose its knowledge of the Defect and associated safety risks.

44. Class Members had no way of knowing of the Defendant's, Segway's, representations were false, misleading and incomplete or knowing the true nature of the Defect. As alleged herein, the Defendant, Segway, engaged in a pattern of deception in the face of a known defect in the Affected E-Scooters. Class Members did not, and could not, unravel the Defendant's, Segway's, deception on their own.

45. The Defendant, Segway, knew, or ought to have known, that its conduct violated sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*.

46. The Defendant, Segway, owed Class Members a duty to disclose the truth about the Defect as it created serious safety risks and the Defendant, Segway:

- (a) possessed exclusive knowledge of the Defect;
- (b) intentionally concealed the foregoing from Class Members; and/or
- (c) failed to warn consumers or to publicly admit that the Affected E-Scooters were equipped with a defective folding mechanism.

47. The Defendant, Segway, had a duty to disclose that the folding mechanism equipped in the Affected E-Scooters was fundamentally flawed as described herein because it created a serious safety risk, and Class Members relied on the Defendant's, Segway's, material misrepresentations and omissions regarding the Affected E-Scooters.

48. The Defendant's, Segway's, conduct proximately caused injuries to Class Members that purchased the Affected E-Scooters and suffered harm as alleged herein.

49. Class Members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of the Defendant's, Segway's, conduct. In particular, Class Members incurred costs and expenses related to the Defect, including, *inter alia*, replacement costs, and overpaid for their Affected E-Scooters, which have suffered a diminution in value due to the existence and risk of the Defect.

50. The Defendant's, Segway's, violations cause continuing injuries to Class Members. As such, the Defendant's, Segway's, unlawful acts and practices complained of herein affect the public interest.

51. The Defendant, Segway, knew, or ought to have know, that the Defect materially compromised the safety, reliability and durability of the Affected E-Scooters.

52. The facts concealed and omitted by the Defendant, Segway, from Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected E-Scooter or pay a lower price. Had Class Members known about the defective nature of the folding mechanism equipped in the Affected E-Scooters, they would not have purchased the Affected E-Scooter or would not have paid the prices they paid.

53. Class Members' injuries were directly or proximately caused by the Defendant's, Segway's, unlawful and deceptive business practices.

54. As a result of the Defendant's, Segway'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 the Defendant, Segway, in respect to the purchase of the Affected E-Scooters 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 similar remedies available under the *Parallel Consumer Protection Legislation*.

55. Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, and under the *Parallel Consumer Protection Legislation*, as a result of the Defendant's, Segway's, failure to disclose and/or active concealment the Defect from Class Members in British Columbia and its misrepresentations as to safety, reliability, and durability of the Affected E-Scooters.

**iv. Breach of the *Competition Act***

56. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

57. By making representations to the public as to the safety, reliability, and durability of the Affected E-Scooters, the Defendant, Segway, breached sections 36 and/or 52 of the *Competition Act*, in that its representations:

- (a) were made to the public in the form of advertising brochures, manuals, statements and/or other standardized statements as to the safety, reliability, and durability of the Affected E-Scooters;
- (b) were made to promote the supply or use of a product or for the purpose of promoting its business interests; and
- (c) were false and misleading in a material respect.

58. At all relevant times, the Defendant, Segway, was the manufacturer, seller and/or supplier of the Affected E-Scooter. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendant, Segway, as to the Affected E-Scooters as its resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendant, Segway.

59. The Defendant, Segway, engaged in unfair competition and unfair or unlawful business practices through the conduct, statements and omissions described herein and by knowingly and intentionally concealing the Defect from the Plaintiff and Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Defect. The Defendant, Segway, should have disclosed this information because it was in a superior position to know the true facts related to the Defect and the Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts related to the Defect.

60. The Defect constitutes a serious safety issue. The Defendant, Segway, knew that the Affected E-Scooters equipped with the defective folding mechanism causes the vertical stem leading to the handle bars to unexpectedly collapse during operation, resulting in sudden and

anticipated loss of control and/or balance, all of which poses a real, substantial and imminent risk of harm, injury and/or death to riders, which triggered the Defendant's, Segway's, duty to disclose the safety issue to consumers.

61. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Defect and suppressing other material facts from the Plaintiff and Class Members, the Defendant, Segway, breached its duty to disclose these facts, violated the *Competition Act* and caused damage to the Plaintiff and Class Members. The Defendant's, Segway's, omissions and concealment pertained to information that was material to the Plaintiff and Class Members, as it would have been to all reasonable consumers.

62. Further, the Plaintiff and Class Members relied upon the Defendant's Segway's, misrepresentations as to safety, reliability, and durability of the Affected E-Scooters to their detriment in purchasing the Affected E-Scooter so as to cause loss and/or damage to the Plaintiff and Class Members.

63. 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*.

**v. Fraudulent Concealment**

64. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

65. The Defendant, Segway, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the e-scooters and the fact that Affected E-Scooters contain a defect and corresponding safety risks, with the intent that the Plaintiff and Class Members rely on these omissions. As a direct result of this fraudulent conduct, the Plaintiff Class Members have suffered actual damages.

66. The Defendant, Segway, knew (at the time of sale and thereafter) as a result of pre-release testing that Affected E-Sooters incorporated the Defect, concealed the Defect and never intended to repair or replace the defective folding mechanism, and other related component parts of the Affected E-Scooters during the warranty periods. To date, the Defendant, Segway, has not

provided Class Members with an adequate remedy or fix for the Defect.

67. The Defendant, Segway, owed a duty to disclose the Defect and its corresponding safety risks to the Plaintiff and Class Members because the Defendant, Segway, possessed superior and exclusive knowledge concerning the Defect. The Defendant, Segway, had a duty to disclose any information relating to the safety, reliability, and durability of the Affected E-Scooters, because it consistently marketed Affected E-Scooters as safe.

68. As the Defendant, Segway, made representations to the public concerning the safety, reliability, and durability of the Affected E-Scooters, it was under a duty to disclose the omitted facts as to the Defect. Rather than disclose the Defect, the Defendant, Segway, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Affected E-Scooters and the presence of the Defect and corresponding safety risks, to sell additional Affected E-Scooters and avoid the cost of replacement of the Affected E-Scooters.

69. No reasonable consumer expects a personal mobility product to contain a concealed defect in manufacture, materials, or workmanship, such as the Defect.

70. The Defendant, Segway, intended to conceal the material facts concerning the Defect with the intent to deceive. This intent was manifested by Defendant, Segway, concealing the Defect from prospective purchasers, during the warranty period by delaying the issuance of a recall, which is inadequate to provide a remedy and/or fix for the Defect. The Defendant, Segway, benefitted by concealing the Defect in that it could charge a higher price premium by concealing the information and were therefore motivated to do so.

71. The Plaintiff and Class Members would not have purchased the Affected E-Scooters but for the Defendant's, Segway's, omissions and concealment of material facts concerning the nature and quality of Affected E-Scooters and existence of the Defect and corresponding safety risks or would have paid less for the Affected E-Scooters. The Defendant, Segway, knew its concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts. The Defendant, Segway, knew its concealment and suppression of the Defect would sell more Affected E-Scooters and would discourage the Plaintiff and Class Members from seeking replacement of the Affected E-Scooters, during the applicable warranty

periods. The Defendant, Segway, intended to induce the Plaintiff and Class Members into purchasing the Affected E-Scooters and to discourage them from seeking replacement of the Affected E-Scooters in order to decrease costs and increase profits.

72. The Defendant, Segway, acted with malice, oppression, and fraud.

73. The Plaintiff and Class Members reasonably relied upon the Defendant's, Segway's, knowing concealment and omissions. As a direct and proximate result of the Defendant's, Segway's, omissions and active concealment of material facts concerning the defective folding mechanism, and other related component parts of the Affected E-Scooters.

74. As a result of the Defect and associated safety risks, the Plaintiff and Class Members suffered actual damages in an amount to be determined at trial.

**vi. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*") and Parallel Provincial Limitation Period Legislation**

75. The Plaintiff and Class Members had no way of knowing about the Defect. The Defendant, Segway, concealed its knowledge of the Defect while continuing to market, supply, distribute and/or sell the Affected E-Scooters.

76. Within the time limits prescribed in the *Limitation Act*, and the *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Civil Code of Québec*, C.Q.L.R., c. C-1991, arts. 2925-2930; *The Limitations Act*, S.S. 2004, c. L-16.1; and *Limitation of Actions Act*, R.S.Y. 2002, c. 139 (collectively, the "**Provincial Limitation Period Legislation**"), the Plaintiff and Class Members could not have discovered through the exercise of reasonable diligence that the Defendant, Segway, was concealing the conduct complained of herein and misrepresenting the true qualities of the Affected E-Scooters, in particular the Defect.

77. The Plaintiff and Class Members did not know facts that would have caused a

reasonable person to suspect or appreciate that there was a defect in the folding mechanism equipped in the Affected E-Scooters.

78. For these reasons, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.

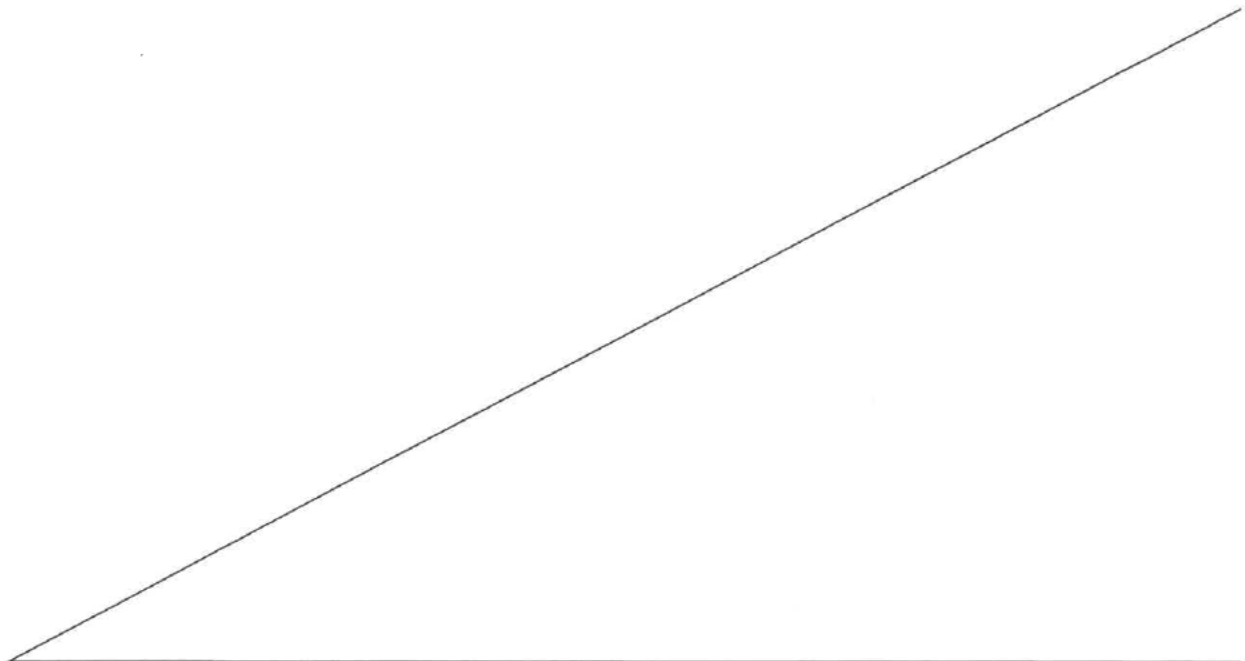
79. Further, due to Defendant's, Segway's, knowledge and active concealment of the Defect throughout the time period relevant to this proposed class proceeding, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled.

80. Instead of publicly disclosing the Defect, the Defendant, Segway, kept the Plaintiff and Class Members in the dark as to the Defect and the serious safety risks it presented.

81. The Defendant, Segway, was under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Defect.

82. The Defendant, Segway, knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, high quality, character and safety of the Affected E-Scooters.

83. As such, the Defendant, Segway, is estopped from relying on the *Limitation Act* and the *Provincial Limitation Period Legislation* in defense of this proposed class proceeding.



Plaintiff'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

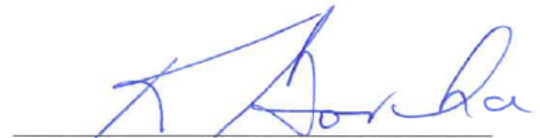
Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street  
Vancouver, BC V6Z 2E1  
Canada

Dated: August 5, 2025



Signature of K.S. Garcha  
lawyer for plaintiff



**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), (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;
- (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 product liability multi-jurisdictional class proceeding involves certain model and model year electric-scooters engineered, designed, manufactured, assembled, tested, supplied, and/or sold by the Defendant, Segway Inc., and marketed, imported, distributed, supplied, and/or sold by the Defendant, VisionUp Canada Inc., in Canada, including the Province of British Columbia, equipped with a defective folding mechanism incorporated into the vertical stem leading to the handlebars, intended to facilitate compact storage. In particular, the electric-scooters suffer from a design and/or manufacturing defect whereby the folding mechanism is prone to progressive loosening with regular use, resulting in the collapse of the vertical stem leading to the handle bars during operation, thereby causing sudden and unanticipated loss of control and/or balance, all of which creates a real, substantial and imminent risk of harm, injury and/or death to the rider.

### **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*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7, *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31; *Consumer Protection Act*, C.Q.L.R. c. P-40.1
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, R.S.A. 2000, c. S-2; *Sale of Goods Act*, R.S.S. 1978, c. S-1; *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; *Sale of Goods Act*, R.S.O. 1990, c. S.1; *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; *Sale of Goods Act*, R.S.N.S. 1989, c. 408; *Sale of Goods Act*, RSNB 2016, c. 110; *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; *Sale of Goods Act*, R.S.Y. 2002, c. 198; *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1
5. *Canada Consumer Product Safety Act*, S.C. 2010, c.21
6. *Motor Vehicle Safety Act*, S.C. 1993, c. 16
7. *Consumer Product Safety Act*, 15 U.S.C §§2051-2089
8. *Court Order Interest Act*, R.S.B.C., c. 79
9. *Competition Act*, R.S.C 1985, c. C-34
10. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; and *Civil Code of Quebec*, C.Q.L.R., c. C-1991, art. 2908