



S-235130
No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

PARMEL ATHWAL

PLAINTIFF

and

LENOVO (CANADA) INC., WAL-MART CANADA CORP., and
BEST BUY CANADA LTD.

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 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,

- (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.

THE PLAINTIFF'S CLAIM

Part 1: STATEMENT OF FACTS

Overview

1. Lenovo, Walmart and Best Buy entice Canadians to purchase Lenovo Laptops by misrepresenting the undiscounted price and value of these products. The Defendants represent that Lenovo Laptops are usually offered for sale at a listed price and are being offered at a steep discount, often for a limited time. In their actual practice, however, the Defendants rarely, if ever, offer to sell Lenovo Laptops at that undiscounted price. Instead, they almost always offer and sell Lenovo Laptops at a so-called discount. Consumers are deceived into believing that the product they purchased is ordinarily offered at a higher price and has more value than it actually does.

2. The Defendants' systemic deception of the Canadian marketplace breaches the *Competition Act*, RSC 1985, c C-34 (the "**Competition Act**"), the *Business Practices and Consumer Protection Act*, SBC 2004, c 2 (the "**BPCPA**") and related enactments in other common law provinces, and the doctrine of unjust enrichment. Through this lawsuit, Canadians who were subject to these unlawful pricing practices seek to hold the Defendants to account.

The Plaintiff and Class Members

3. The Plaintiff, Parmel Athwal, is a resident of British Columbia and purchased a laptop from Lenovo's Canadian website for personal use on November 25, 2022. Lenovo represented the laptop, a model 21CB000GUS, as being on sale for \$1,623.60 from a regular selling price of \$4,309.00. Between August 18, 2022 and the date that this Notice

of Civil claim was filed, model 21CB000GUS was offered for sale at its ordinary selling price only approximately 12.9% of the time.

4. The Plaintiff brings this action on their own behalf and on behalf of:

all individual and legal persons in Canada, excluding Quebec, who purchased one or more Lenovo Laptops* from Lenovo, Walmart and/or Best Buy at a price lower than the represented Regular Price, including a subclass of consumers who purchased one or more Lenovo Laptops for primarily personal, family or household use (the “**Consumer Subclass**” and the “**Consumer Subclass Members**”),

from the date that the Lenovo Laptops were first offered for sale in Canada until the date that this action is certified as a class proceeding (the “**Class**”, the “**Class Members**” and the “**Class Period**”).

*Laptops manufactured by Lenovo and sold by one of the Defendants accompanied by representations as to the Regular Price and/or the Discount Value alongside the Discount Price are the “**Lenovo Laptops**”.

The Defendants

5. The Defendant Lenovo (Canada) Inc. (“**Lenovo**”) is a multinational manufacturer and seller of technology products, including laptops, which it sells to Canadians directly and through intermediaries. Lenovo is incorporated federally in Canada with an address for service at 400-1565 Carling Avenue, Ottawa, Ontario, Canada, K1Z 8R1. Lenovo carries on business in British Columbia and throughout Canada by offering laptops and other electronics online through www.lenovo.com/ca/.

6. The Defendant Wal-Mart Canada Corp. (“**Walmart**”) is a multinational retail corporation that sells laptops manufactured by Lenovo to Canadians. Walmart is incorporated in Nova Scotia with an address for service at 1300-1969 Upper Water Street, Halifax, Nova Scotia, Canada, B3J 3R7. Walmart carries on business in British Columbia

and throughout Canada by offering laptops and other products online through www.walmart.ca/.

7. The Defendant Best Buy Canada Ltd. (“**Best Buy**”) is a multinational consumer electronic retailer that sells laptops manufactured by Lenovo to Canadians. Best Buy is incorporated federally in Canada with an address for service at 1200-200 Burrard Street, Vancouver, British Columbia, Canada, V6C 3L6. Best Buy carries on business in British Columbia and throughout Canada by offering laptops and other products online through www.bestbuy.ca/.

8. Walmart and Best Buy are the “**Intermediary Defendants**”.

9. Lenovo manufactures and sells laptops to Canadians through its Canadian website, www.lenovo.com/ca/, and through the Intermediary Defendants who offer Lenovo Laptops on their Canadian websites. Through their Canadian websites, Best Buy (www.bestbuy.ca/en-ca/) and Walmart (www.walmart.ca/en/) allow consumers to purchase Lenovo laptops sold by third parties or by Lenovo itself.

The Defendants’ Representations Regarding the Price of the Lenovo Laptops

10. The Defendants represent a Discount Price, a Regular Price and/or a Discount Value for the Lenovo Laptops.

11. The “**Discount Price**” is the price, exclusive of taxes and add-ons, at which the Defendants offer the Lenovo Laptops for sale to consumers.

12. The “**Regular Price**” is the alleged undiscounted market price, exclusive of taxes and add-ons, at which the Defendants claim the Lenovo Laptops are ordinarily offered for sale. Often described by Lenovo as the “estimated value”, the Regular Price always exceeds the Discount Price. To indicate that the Lenovo Laptops are not being offered at the Regular Price, the Regular Price is usually struck through with a line in sales representations.

13. The Regular Price is equivalent to the “**Ordinary Selling Price**” (also known as the “**OSP**”), a term employed by Canada’s Competition Bureau to denote the price at which products are regularly sold and/or offered for sale.

14. The “**Discount Value**” is the amount by which the Regular Price exceeds the Discount Price.

15. The Discount Value is the dollar amount that the Defendants represent consumers will save by purchasing one of the Lenovo Laptops at the Discount Price compared to purchasing:

- a. one of the Lenovo Laptops at the Regular Price; or
- b. the same or a similar laptop from another seller.

16. The unique part or model number displayed alongside the name and image of each of the Lenovo Laptops are the “**Model Numbers**”. Attached as Schedule A to this Notice of Civil Claim is a table of the Lenovo Laptops and the corresponding Model Numbers. To the extent that Schedule A does not contain all of the Lenovo Laptops, the existence of these missing models is unknown to the Plaintiff but well-known to the Defendants.

The Defendants’ Websites

17. The Defendants each represent a Regular Price and/or a Discount Value for each of the Lenovo Laptops offered for sale on their respective websites.

Lenovo’s Website

18. Lenovo refers to the Regular Price of the Lenovo Laptops sold through www.lenovo.com/ca/ as the “**Est Value**”. The definition of the Est Value is accessed by clicking a button next to the Est Value, which states:

Estimated value is Lenovo’s estimate of product value based on industry data, including the prices at which Lenovo and/or third-party retailers and e-tailers have offered or valued the same or comparable products. Third-party data may not be based on actual sales.

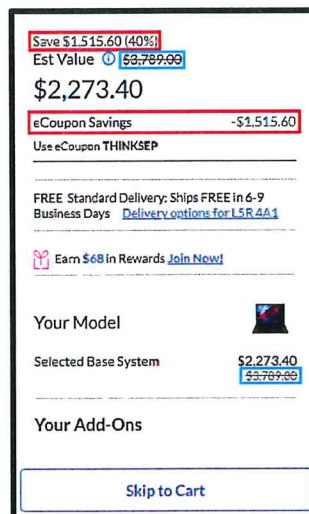
19. The Discount Value and the percentage reduction that the Discount Price represents from the Regular Price (the “Discount Percentage”) are also displayed.

20. Below is an image of a Lenovo Laptop for sale on Lenovo’s website. The Discount Price (\$2,273.40), the Regular Price (\$3,789.00), the Discount Value (\$1,515.60) and the Discount Percentage (40% off) are each displayed. The red and blue boxes were added to this Notice of Civil Claim to highlight Lenovo’s pricing information.



The Discount Value (red) and the Regular Price (blue) are each displayed once.

21. Once a consumer clicks “Add To Cart”, the eCoupon is applied and the amount the consumer is saving through the eCoupon, which is the Discount Value, is displayed. The Discount Value and the Regular Price are each shown twice on this webpage.



The Discount Value (red) and the Regular Price (blue) are each displayed twice.

22. The consumer next has the option of purchasing add-ons or selecting “Skip to Cart”. When a consumer is shown the product(s) in their cart, the Discount Value is displayed four separate times and the Regular Price and Discount Percentage are each displayed once.

ThinkPad X1 Carbon Gen 9 Intel (14") - Black
Part Number 20XW00FPUS

FREE Standard Delivery: Ships FREE in 4-9 Business Days [Deliver options for LSR 4A1](#)

1

View/Edit Specs

Save for Later | Remove

Upgrade your warranty

3Y Lenovo Smart Performance SW for Commercial
[Details](#) \$67.00 [Upgrade](#)

Customers who bought the items in your cart also bought:

Buy with a PC and Save! Buy with a PC and Save! Buy with a PC and Save! Buy with a PC and Save!

SubTotal \$3,789.00
eCoupon Savings: -\$1,515.60
Shipping FREE
Estimated total: \$2,273.40
You Are Saving \$1,515.60

Proceed to Checkout

Have an eCoupon or discount? [eCoupons Applied: THINKSEP -\\$1,515.60](#)

Enter eCoupon Code
[Apply](#)

The Discount Value (red) is displayed four times and the Regular Price (blue) is displayed once.

23. After clicking “Proceed to Checkout”, a consumer has the option to check out as a guest or to sign in and check out. On the checkout page, the Discount Value and the Regular Price are again displayed.

Shipping & Delivery

Shipping Address [Sign in for faster checkout.](#)

First Name * Last Name *

Address * [Add Apt, Suite, Unit \(Optional\)](#)

Note: We do not accept P.O. Boxes

Postal Code * City or Township * State *

Place Your Order

Subtotal \$3,789.00
eCoupon Savings: -\$1,515.60
Shipping FREE
Estimate Total \$2,273.40
You Are Saving \$1,515.60

I have read and agree to the [Privacy Policy](#), [Lenovo Sales Agreement](#) and verify that I am over the age of 18.

The Discount Value (red) is displayed twice and the Regular Price (blue) is displayed once.

24. In total, a specific Discount Value is displayed on Lenovo’s website nine times and the Regular Price is displayed five times before the purchase is made.

Best Buy's Website

25. When a consumer is first shown one of the Lenovo Laptops, both the Discount Price and the Discount Value are displayed below the Lenovo Laptops' name and image.



The Discount Value (red) is displayed once.

26. Once a consumer selects one of the Lenovo Laptops, they are taken to a webpage where the Discount Value is again displayed.



The Discount Value (red) is displayed once.

27. When a consumer selects “Add to Cart”, the Discount Value is displayed twice and the Regular Price is displayed once.

Sold and shipped by **Lenovo Canada**

Lenovo ThinkPad P16 Intel Laptop, 16.0" IPS Touch 60Hz Low Blue Light, i9-12900HX, NVIDIA RTX A5500 16GB GDDR6, 128GB, 1TB

SAVE \$5,040
\$6,949.00

Available online only 5 available
Marketplace seller

1

Remove Save for later

Product Total \$6,949.00

What's your postal code?
It'll help us estimate shipping and delivery.

Change Postal Code

V6A 2V1 Search

Order Summary

Product Subtotal	\$11,989.00
Order Discounts	-\$5,040.00
Estimated Shipping	Free
Environmental Handling Fees	\$0.80
Estimated Taxes	\$833.98
Estimated Total	\$7,783.78

Your Saved Items (0 items)

The Discount Value (red) is displayed twice and the Regular Price (blue) is displayed once.

28. At checkout, the Discount Value and the Regular Price are again displayed.

Order Summary

Product Subtotal	\$11,989.00
Order Discounts	-\$5,040.00
Estimated Shipping	Free
Environmental Handling Fees	\$0.80
Estimated Taxes	\$833.98
Estimated Total	\$7,783.78

Continue

Security & Privacy
Every transaction on BestBuy.ca is secure. Any personal information you give us will be handled according to our [Privacy Policy](#).

The Discount Value (red) and the Regular Price (blue) are each displayed once.

29. In total, a specific Discount Value is displayed on Best Buy’s website five times and the Regular Price is displayed twice before the purchase is made.

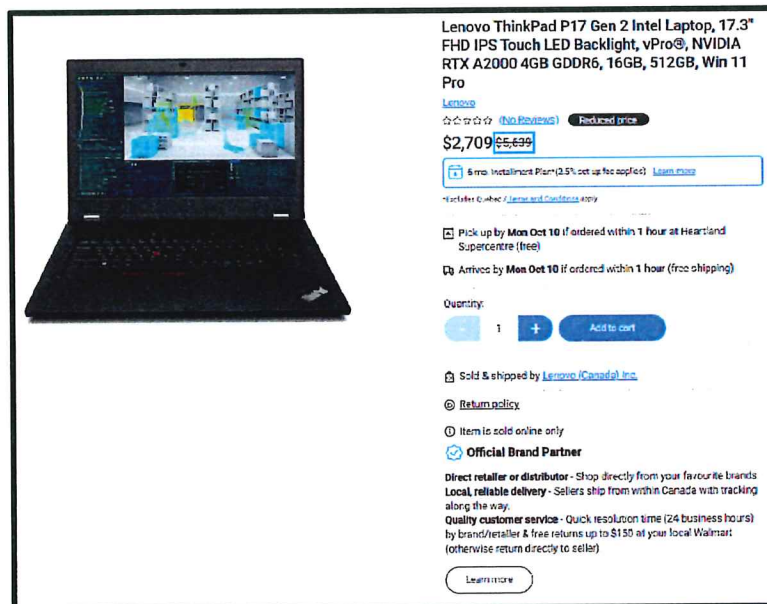
Walmart's Website

30. When a consumer is first shown one of the Lenovo Laptops, both the Discount Price and the Regular Price are displayed below the Lenovo Laptop's image and description.



The Regular Price (blue) is displayed once.

31. A consumer has the option of adding the Lenovo Laptop to their cart or clicking on the product. When the consumer clicks on the Lenovo Laptop, they are brought to a separate webpage on which the Regular Price is displayed again.



The Regular Price (blue) is displayed once.

32. When a consumer selects “Add to cart”, a window pops up advising them that their cart has been updated. The Regular Price is again displayed on this popup.

The Regular Price (blue) is displayed once.

33. Upon selecting “Checkout”, the consumer is brought to their cart where the Regular Price and the Discount Value are displayed.

The Discount Value (red) is displayed once and the Regular Price (blue) is displayed twice.

34. At checkout, the Regular Price is again displayed.

The Regular Price (blue) is displayed once.

35. In total, a specific Discount Value is displayed on Walmart’s website once and the Regular Price is displayed six times before the purchase is made.

The Defendants Misrepresent the Value of the Lenovo Laptops

36. The Regular Price is a false and misleading representation of the price at which the Lenovo Laptops are regularly offered for sale. As a result, the Discount Value a customer ostensibly receives when purchasing the Lenovo Laptops at the Discount Price is illusory.

37. At material times, the Lenovo Laptops were offered for sale at the Regular Price far less than 50% of the time. Because the Lenovo Laptops are offered for sale at the Regular Price so infrequently, the significant majority of sales volume are at the Discount Price.

38. For example, an approximate summary of pricing data for the “**21E3008SUS Model**”, the “**21CB000GUS Model**”, the “**21CB000JUS Model**”, “**21BC000MUS Model**” and “**21CB000HUS Model**” collected from July 20, 2022 through July 19, 2023 is displayed in Table 1.

Table 1

Model Number	Number of Days Tracked	Days Offered Below Regular Price	Percentage of Days Offered Below Regular Price	Percentage of Days Offered at Regular Price
21E3008SUS	339	287	84.7%	15.3%
21CB000GUS	125	108	86.4%	13.6%
21CB000JUS	281	245	87.2%	12.8%
21BC000MUS	162	150	92.6%	7.4%
21CB000HUS	272	237	87.1%	12.9%

39. From July 20, 2022 through July 19, 2023, the 21E3008SUS Model, the 21CB000GUS Model, the 21CB000JUS Model, the 21BC000MUS Model, and the 21CB000HUS Model were only listed at a price equal to or greater than their Regular Price approximately 15.3%, 13.6%, 12.8%, 7.4%, and 12.9% of the time, respectively. In other words, these models were offered for sale at a price lower than their Regular Price approximately 84.7%, 86.4%, 87.2%, 92.6%, and 87.1% of the time, respectively.

40. Accordingly, the Regular Price does not accurately reflect the price that Lenovo, the Intermediary Defendants or other sellers charge for the Lenovo Laptops.

The Defendants' Misconduct

41. At all material times, Lenovo designed, manufactured, marketed, sold and/or distributed the Lenovo Laptops.

42. At all material times the Intermediary Defendants marketed, sold and/or distributed the Lenovo Laptops.

43. At all material times, the Defendants placed the Lenovo Laptops into the stream of commerce.

44. At all material times, the Defendants represented that the Regular Price of the Lenovo Laptops was the price at which the Defendants regularly offered to sell the Lenovo Laptops.

45. At all material times, the Defendants rarely, if ever, offered the Lenovo Laptops for sale at a price equal to the Regular Price.

46. At all material times, the Defendants represented that purchasers would obtain a benefit, in the form and quantity of the Discount Value, by purchasing the Lenovo Laptops at the Discount Price.

47. At all material times, the benefit in the form and quantity of the Discount Value did not exist or was substantially less than the Discount Value.

48. At all material times, the Defendants knew or ought reasonably to have known that they rarely, if ever offered to sell Lenovo Laptops at a price equal to the Regular Price.

49. At all material times, the Defendants knew or ought reasonably to have known that the benefit in the form and quantity of the Discount Value did not exist or was substantially less than the Discount Value.

50. The Plaintiff and Class Members reasonably relied on the Discount Price, the Regular Price and/or the Discount Value of the Lenovo Laptops in deciding to purchase the Lenovo Laptops.

51. The Defendants knowingly or recklessly misled customers as to the Regular Price of the Lenovo Laptops and the Discount Value that they would obtain by purchasing the Lenovo Laptops.

52. At all material times, the Defendants exercised total control over the pricing of the Lenovo Laptops (including the Discount Price, the Regular Price and/or the Discount Value) and how they represented this information to the Plaintiff and Class Members.

53. At all material times, there existed a cognitive asymmetry between the Defendants and the Plaintiff and Class Members as to how the pricing of the Lenovo Laptops (including the Discount Price, the Regular Price and/or the Discount Value) was calculated.

54. At all material times, the reasonable expectations of the Plaintiff and Class Members regarding the Lenovo Laptops included, *inter alia*, that:

- a. the Regular Price represented by the Defendants was an accurate reflection of:
 - i. the value of the Lenovo Laptops; and/or
 - ii. the price at which the Lenovo Laptops were regularly offered for sale;
- b. they would receive a product with a true market value at or near the Regular Price; and/or
- c. they would accrue savings equal to the Discount Value by purchasing the Lenovo Laptops at the Discount Price as opposed to purchasing:
 - i. the same products for the price at which the Defendants ordinarily offered them for sale; and/or
 - ii. the same or similar products from a third party or third parties.

55. At all material times, and contrary to the reasonable expectations of the Plaintiff and Class Members, the material terms and conditions of the bargain for the Lenovo Laptops included, *inter alia*:

- a. the Lenovo Laptops were ordinarily offered for sale at the Discount Price; and/or
- b. purchasing the Lenovo Laptops at the Discount Price provided no benefit in the form and quantity of the Discount Value.

56. At all material times, the terms and conditions of the bargain for the Lenovo Laptops purchased at the Discount Price violated the reasonable expectations of the Plaintiff and Class Members.

57. The Plaintiff and Class Members would have paid a lower price for the Lenovo Laptops or substantially similar products had they been aware that the Regular Price was not an accurate valuation of the undiscounted selling price of Lenovo Laptops and/or that they would not obtain a benefit equal to the Discount Value.

58. The Defendants obtained a portion, or all, of the purchase price paid by the Plaintiff and Consumer Subclass Members for the Lenovo Laptops as a result of the Defendants' breaches of the *BPCPA* and related provincial consumer protection legislation.

59. The Plaintiff and Consumer Subclass Members were the source of the money acquired by the Defendants, in the form and quantity of some, or all, of the purchase price paid by them for the Lenovo Laptops.

60. The Plaintiff and Consumer Subclass Members each have an interest in some, or all, of the funds received from them by the Defendants, either directly or indirectly, for the Lenovo Laptops.

61. The Plaintiff has sent a letter to each of the Defendants advising therein that all Consumer Subclass Members in Ontario seek damages pursuant to the Consumer Protection Act, 2002, S.O. 2002, c. 30, Sched. A (the "**Ontario CPA**") due to the Defendants' representations as to the Discount Price, Regular Price and/or Discount

Value of the Lenovo Laptops, as particularized in this Notice of Civil Claim. This notice was sent on behalf of all Consumer Subclass Members in Ontario who purchased the Lenovo Laptops from the date that is one year prior to the notice being delivered onward. In the alternative, the notice requirement is fulfilled by the filing of this Notice of Civil Claim. In the further alternative, the interests of justice warranting dispensing of the notice requirement pursuant to section 18(15) of the *Ontario CPA*.

62. The Defendants offered the Lenovo Laptops for sale at the Discount Price, and the Plaintiff and Class Members accepted the Defendants' offers by paying the Discount Price, plus taxes, for the Lenovo Laptops.

63. Lenovo entered into contracts with the Intermediary Defendants through which the Intermediary Defendants acquired the Lenovo Laptops and/or the rights to sell the Lenovo Laptops and sold these products to the Plaintiff and Class Members. The Intermediary Defendants, or any of them, passed on a portion of the price paid by the Plaintiff and Class Members for the Lenovo Laptops to Lenovo. Further or in the alternative, the Intermediary Defendants, or any of them, did not pass on a portion of the price paid by the Plaintiff and Class Members for the Lenovo Laptops to Lenovo but otherwise compensated Lenovo for the supply of the Lenovo Laptops and/or the rights to sell the Lenovo Laptops.

64. The Defendants have collectively been enriched by the receipt of some, or all, of the purchase price paid by the Plaintiff and Class Members for the Lenovo Laptops. The Plaintiff and Class Members have been correspondingly deprived of some, or all, of the purchase price paid directly or indirectly to the Defendants for the Lenovo Laptops.

Harm to the Plaintiff and Class Members

65. As a result of the Defendants' breaches of the *Competition Act* and/or the *BPCPA* and related enactments, the Plaintiff and Class Members have suffered loss and/or damage. The Defendants' misrepresentations have caused the Plaintiff and Class Members to acquire less value than they expected to acquire when purchasing the Lenovo Laptops and/or pay a greater price for the Lenovo Laptops than they would have

paid had the Defendants not misrepresented the Discount Price, the Regular Price and/or the Discount Value of the Lenovo Laptops.

66. The damages suffered by the Plaintiff and Class Members arising from the Defendants' breaches of the *Competition Act* and the *BPCPA* and related provincial consumer protection legislation are capable of being quantified on an aggregate basis in the quantity of some, or all, of the payments made by the Class Members to the Defendants for the Lenovo Laptops. All amounts payable to the Class on account of damages and disgorgements should be calculated on an aggregate basis pursuant to section 29 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 (the "***Class Proceedings Act***"), or otherwise.

67. Further, the Defendants have been unjustly enriched by the receipt of some, or all, of the purchase price paid by the Plaintiff and Class Members for the Lenovo Laptops, and the Plaintiff and Class Members have suffered a corresponding deprivation. Since payments were made as a result of the Defendants' wrongful acts described herein, there is no juristic reason for the Defendants retaining the payments. The Plaintiff and Class Members are entitled to claim and recover, based on equitable and restitutionary principles, the amount received directly or indirectly by each of the Defendants equal to the corresponding deprivation of the Plaintiff and Class Members.

Part 2: RELIEF SOUGHT

68. The Plaintiff claims, on their own behalf and on behalf of the Class Members:
- a. an order certifying this action as a class proceeding under the *Class Proceedings Act*;
 - b. a declaration that the Defendants have engaged in conduct contrary to Part VI of the *Competition Act*;
 - c. damages pursuant to section 36 of the *Competition Act* in an amount equal to some, or all, of the price paid by the Plaintiff and Class Members for the Lenovo Laptops;

- d. costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- e. a declaration under section 172(1)(a) of the *BPCPA* that the Defendants have breached sections 4-5 and/or 8-9 of the *BPCPA*;
- f. an injunction under section 172(1)(b) of the *BPCPA* to restrain further breaches of the *BPCPA* in the Defendants' pricing practices by requiring that the Defendants represent an accurate undiscounted value and discount value for the Lenovo Laptops;
- g. a restoration order under section 172(3)(a) of the *BPCPA* in an amount equal to some, or all, of the price paid by the Plaintiff and Consumer Subclass Members in British Columbia to the Defendants for the Lenovo Laptops;
- h. in the alternative to a restoration order under section 172, damages pursuant to section 171 of the *BPCPA* in an amount equal to some, or all, of the price paid by the Plaintiff and Consumer Subclass Members in British Columbia for the Lenovo Laptops;
- i. relief for contraventions of extra-provincial consumer protection legislation, as follows:
 - i. restitution of some, or all, of the price paid by the Consumer Subclass Members in Alberta to the Defendants for the Lenovo Laptops, or in the alternative damages in that amount pursuant to sections 7(1), 7(3), 13(2) and/or 142.1(2) of the *Alberta Consumer Protection Act*, RSA 2000, c. C-26.3;
 - ii. restitution of some, or all, of price paid by the Consumer Subclass Members in Saskatchewan to the Defendants for the Lenovo Laptops, or in the alternative damages in that amount pursuant to

section 93(1) of the Saskatchewan *Consumer Protection and Business Practices Act*, SS 2014, c. C-30.2;

- iii. repayment of some, or all, of the price paid by the Consumer Subclass Members in Manitoba to the Defendants for the Lenovo Laptops, or in the alternative damages in that amount pursuant to section 23(2) of the Manitoba *Business Practices Act*, CCSM, c. B120;
- iv. damages in an amount equal to some, or all, of the price paid by the Consumer Subclass Members in Ontario to the Defendants for the Lenovo Laptops pursuant to section 18(2) of the Ontario *Consumer Protection Act, 2002*, SO 2002, c. 30, Sch. A;
- v. damages in an amount equal to some, or all, of the price paid by the Consumer Subclass Members in Prince Edward Island to the Defendants for the Lenovo Laptops pursuant to section 4(1) of the Prince Edward Island *Business Practices Act*, RSPEI 1988, c. B-7; and
- i. repayment of some, or all, of price paid by the Consumer Subclass Members in Newfoundland and Labrador to the Defendants for the Lenovo Laptops, or in the alternative damages in that amount pursuant to section 10 of the Newfoundland and Labrador *Consumer Protection and Business Practices Act*, SNL 2009, c. C-31.1;
- j. punitive damages;
- k. a declaration that the Defendants have each been unjustly enriched by the receipt of payment for the Lenovo Laptops and an order that the Defendants account for and make restitution to the Class Members in an amount equal to some, or all, of the price paid by the Plaintiff and Class Members to the Defendants for the Lenovo Laptops, or alternatively disgorgement;

- l. pre-judgement and post-judgement interest under the *Court Order Interest Act*, RSBC 1996, c 79; and
- m. such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

69. The Plaintiff and Class Members plead and rely on the *Competition Act*, the *Business Practices and Consumer Protection Act* and related enactments in other provinces, the *Class Proceedings Act*, the *Limitation Act*, SBC 2012, c 13, the *Court Order Interest Act*, RSBC 1996, c 79, the Supreme Court Civil Rules, and related enactments.

Breaches of the Competition Act

70. The *Competition Act* applies to business transacted in Canada.

71. The Defendants have breached section 52 of the *Competition Act*, as amended from time to time.

72. The Lenovo Laptops are each a “product” within the meaning of sections 2 and 52 of the *Competition Act*.

73. The Defendants’ representations as to the Discount Price, the Regular Price and/or the Discount Value of the Lenovo Laptops when the Defendants knew or were reckless or willfully blind to the fact that the Lenovo Laptops were rarely, if ever, offered at a price equaling the Regular Price is in breach of section 52(1) of the *Competition Act*. In particular, the Defendants breached section 52(1) of the *Competition Act* by representing that:

- a. the Lenovo Laptops were worth an amount equal or approximate to the Regular Price when the Lenovo Laptops were worth an amount much lower than the Regular Price;
- b. the Lenovo Laptops were ordinarily offered for sale at a price equal or approximate to the Regular Price when these products were rarely, if ever, offered for sale at a price equal to the Regular Price; and/or

- c. the Plaintiff and Class Members would acquire a benefit (equal to the Discount Value) by purchasing the Lenovo Laptops at the Discount Price when the benefit obtained by purchasing these products at the Discount Price was less than the Discount Value.

74. This conduct was done for the purpose of promoting, directly or indirectly, the supply or use of the Lenovo Laptops and/or for the purpose of promoting, directly or indirectly, the Defendants' business interests in attracting customers to purchase the Lenovo Laptops from them.

75. The Defendants' representations regarding the Lenovo Laptops consisted of representations accompanying the products and/or representations made available to the public under section 52(2) of the *Competition Act*, whether from Canada or from outside Canada under section 52(2.1). Such representations were false or misleading in a material respect, including, *inter alia*, with respect to the magnitude of the exaggerated savings suggested by the representations.

76. As a result of the Defendants' breaches of section 52 of the *Competition Act*, the Plaintiff and Class Members acquired a product, namely the Lenovo Laptops, which had less value than the Plaintiff and Class Members expected. Further or in the alternative, as a result of the Defendants' breaches of section 52 of the *Competition Act*, the Plaintiff and Class Members paid a greater price for the Lenovo Laptops than they would have paid had the Defendants not misrepresented the Discount Price, the Regular Price and/or the Discount Value of the Lenovo Laptops.

Breaches of the Business Practices and Consumer Protection Act

77. The Defendants have breached the *BPCPA*.

78. The Plaintiff and Consumer Subclass Members in British Columbia are "consumers" within the meaning of section 1 of the *BPCPA*.

79. The Lenovo Laptops are "goods" within the meaning of section 1 of the *BPCPA*.

80. The Defendants are "suppliers" within the meaning of section 1 of the *BPCPA*.

81. The sale and supply of the Lenovo Laptops in British Columbia is a “consumer transaction” within the meaning of section 1 of the *BPCPA*.

Breaches of Sections 4-5

82. By the conduct set out herein, the Defendants have breached sections 4-5 of the *BPCPA*. The Defendants’ actions constitute deceptive acts or practices. The Defendants knew or ought to have known that their conduct was deceptive.

83. Section 5 of the *BPCPA* prohibits suppliers from engaging in deceptive acts or practices in respect of consumer transactions. Once it is alleged that a supplier committed or engaged in a deceptive act or practice, the burden of proof that the deceptive act or practice was not committed or engaged in is on the supplier.

84. In the marketing and supply of the Lenovo Laptops, the Defendants engaged in conduct contrary to, *inter alia*, subsections 4(3)(a)(ii), 4(3)(b)(vi) and 4(3)(c)(i) of the *BPCPA* by representing that:

- a. the Lenovo Laptops were worth an amount equal or approximate to the Regular Price when the Lenovo Laptops were worth an amount lower than the Regular Price;
- b. the Lenovo Laptops were ordinarily offered for sale at a price equal or approximate to the Regular Price when these products were rarely, if ever, offered for sale at a price equal to the Regular Price; and/or
- c. the Plaintiff and Class Members would acquire a price benefit (equal to the Discount Value) by purchasing the Lenovo Laptops at the Discount Price when such a benefit did not exist or was substantially less than the Discount Value.

85. The Defendants’ conduct breached sections 4-5 of the *BPCPA* irrespective of whether it was contrary to any of the factors enumerated under subsection 4(3) as it had the capability, tendency or effect of deceiving or misleading the Plaintiff and Consumer Subclass Members in British Columbia.

Breaches of Sections 8-9

86. By the conduct set out herein, the Defendants have breached sections 8-9 of the *BPCPA*. The Defendants' actions constitute unconscionable acts or practices. The Defendants knew or ought to have known that their conduct was unconscionable.

87. Section 9 of the *BPCPA* prohibits suppliers from engaging in unconscionable acts or practices in respect of consumer transactions. Once it is alleged that a supplier committed or engaged in an unconscionable act or practice, the burden of proof that the unconscionable act or practice was not committed or engaged in is on the supplier.

88. That the above-described conduct constitutes an unconscionable act or practice is informed by the circumstances enumerated under section 8(3) of the *BPCPA*, and in particular subsections 8(3)(b) and (e). However, the Defendants' conduct breached sections 8-9 of the *BPCPA* irrespective of whether it was contrary to any of the factors enumerated under subsection 8(3).

89. Through their total control over the pricing of the Lenovo Laptops (including the Discount Price, the Regular Price and/or the Discount Value) and how this information was represented to the Plaintiff and Class Members, the Defendants misled consumers as to the actual value of and benefit they would obtain by purchasing the Lenovo Laptops. The Defendants' total control over the pricing of the Lenovo Laptops and how they represented this information created a cognitive asymmetry whereby the Plaintiff and Consumer Subclass Members could not understand or appreciate some of the important terms of the bargain for the Lenovo Laptops, namely that:

- a. the Lenovo Laptops were ordinarily offered for sale at the Discount Price;
and/or
- b. purchasing the Lenovo Laptops at the Discount Price provided no benefit in the form and quantity of the Discount Value.

90. These terms of the bargains between the Defendants and Class Members were inequitable and/or excessive because they violated the reasonable expectations of the Class Members, including, *inter alia*, that:

- a. the Regular Price represented by the Defendants was an accurate reflection of:
 - i. the value of the Lenovo Laptops; and/or
 - ii. the price at which the Lenovo Laptops were regularly offered for sale;
- b. they would receive a product with a true market value at or near the Regular Price; and/or
- c. they would accrue savings equal to the Discount Value by purchasing the Lenovo Laptops at the Discount Price as opposed to purchasing:
 - i. the same products for the price at which the Defendants ordinarily offered them for sale; and/or
 - ii. the same or similar products from a third party or third parties.

91. The Plaintiff and Consumer Subclass Members in British Columbia have been unduly disadvantaged by these inequitable and/or excessive terms and conditions of the bargain for the Lenovo Laptops as a result of acquiring less value than they expected to receive when they purchased the Lenovo Laptops and/or paying a greater price for the Lenovo Laptops than they would have had they understood and appreciated these terms and conditions. The Defendants were unduly advantaged through the receipt of more monies than they would have obtained from the Plaintiff and Consumer Subclass Members in British Columbia had they not engaged in the conduct described herein.

92. The cognitive asymmetry resulting from the Defendants' total control of the pricing of the Lenovo Laptops and how they represented this information amounted to an inequality of bargaining power which created the potential for the Defendants to confer an undue advantage, and for the Plaintiff and Consumer Subclass Members in British Columbia to confer an undue disadvantage. This potential was realized when the

Defendants leveraged the cognitive asymmetry between the parties and misrepresented the estimated value of the Lenovo Laptops and the benefit that the Plaintiff and Consumer Subclass Members would obtain from purchasing these products. These misrepresentations, the falsehood of which the Plaintiff and Consumer Subclass Members in British Columbia were ignorant to as a result of the cognitive asymmetry, resulted in the bargain for the Lenovo Laptops being improvident. The Defendants have therefore committed an unconscionable act or practice.

Remedies for Breaches of the *BPCPA*

93. As a result of the Defendants' breaches of section 4-5 and/or 8-9 of the *BPCPA*, the Plaintiff and Class Members acquired less value than they expected to acquire when purchasing the Lenovo Laptops and/or paid a greater price for the Lenovo Laptops than they would have paid had the Defendants not misrepresented the Discount Price, the Regular Price and/or the Discount Value of the Lenovo Laptops.

94. The Plaintiff and Consumer Subclass Members in British Columbia have an interest in, and were the source of, the funds received from them by the Defendants for the Lenovo Laptops obtained due to a breach or breaches of sections 4-5 and/or 8-9 of the *BPCPA*.

95. The Plaintiff and Consumer Subclass Members in British Columbia are entitled to a declaration under section 172(1)(a) of the *BPCPA* that the Defendants have breached sections 4-5 and/or 8-9 of the *BPCPA*.

96. The Plaintiff and Consumer Subclass Members in British Columbia are entitled to an injunction under section 172(1)(b) of the *BPCPA* to restrain further breaches of the *BPCPA* by requiring that the Defendants represent an accurate undiscounted value and discount value for the Lenovo Laptops.

97. As a result of the Defendants breaches of sections 4-5 and/or 8-9 of the *BPCPA*, the Plaintiff and Consumer Subclass Members in British Columbia have suffered loss and/or damage and are entitled to a restoration of some, or all, of the price paid by them

and received by the Defendants for the Lenovo Laptops pursuant to section 172(3)(a) of the *BPCPA*.

98. In the alternative to restoration under section 172, the Plaintiff and Consumer Subclass Members in British Columbia are entitled to damages under section 171 of the *BPCPA* in an amount equal to some, or all, of the price paid by them for the Lenovo Laptops.

99. Consumer Subclass Members resident outside of British Columbia plead and rely on the equivalent provisions of the consumer protection legislation in their respective provinces and territories, namely: *Consumer Protection Act*, RSA 2000, c C-26.3; *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2; *Consumer Protection Act*, CCSM c C200; *Consumer Protection Act*, 2002, SO, c 30, Sch A; *Consumer Protection Act*, RSPEI 1988, c C-19; and *Consumer Protection and Business Practices Act*, SNL 2009, c. C-31.1, each as amended from time to time and with regulations in force at material times, as set out in Schedule B to this Notice of Civil Claim.

Unjust Enrichment

100. As set out above, the Defendants have been enriched by the amount received from the Plaintiff and Class Members through the sale of the Lenovo Laptops. The Plaintiff and Class Members suffered a corresponding deprivation of this same amount.

101. There is no juristic reason for the Defendants to retain these benefits as the contracts between the Defendants and the Plaintiff and Class Members for the Lenovo Laptops are illegal, void and/or voidable due to the Defendants' breach of section 52 of the *Competition Act*. The contracts between Lenovo and each of the Intermediary Defendants for the sale of and/or right to offer for sale the Lenovo Laptops are also illegal, void and/or voidable due to the Defendants' breach of section 52 of the *Competition Act*.

102. As a result of their actions, the Defendants have been unjustly enriched. The Plaintiff and Class Members are entitled to restitution of the benefits received by the Defendants on account of the sale of the Lenovo Laptops in Canada.

103. In the alternative, justice and good conscience require that the Defendants disgorge to the Plaintiff and Class Members an amount attributable to the benefits received by them on account of the sale of the Laptops in Canada.

Punitive Damages

104. The Defendants' conduct in repeatedly, over a period of years, misrepresenting the value of the Lenovo Laptops and/or the benefit that purchasers would obtain by purchasing these products at a discount when such discount did not exist or was substantially less than represented, in an overwhelming majority of all sales, was high-handed, outrageous, reckless and predatory. Given the reprehensible misconduct by the Defendants they are liable to pay punitive damages to the Plaintiff and Class Members as a result of this conduct.

Joint and Several Liability

105. Lenovo and each of the Intermediary Defendants are jointly and severally liable for the actions and damages allocable to them.

Limitation Periods

106. The Plaintiff and Class Members could not reasonably have known that loss or damage had occurred, that it was caused or contributed to by the acts of the Defendants, or that a court proceeding would be an appropriate means to seek to remedy the injury until the date that this notice of civil claim was filed. The harm is ongoing.

107. The Plaintiff and Class Members rely on the doctrines of postponement, discoverability, and fraudulent concealment per *Pioneer Corp v. Godfrey*, 2019 SCC 42 to postpone the running of the limitation period until the date this Notice of Civil Claim is filed.

108. The Plaintiff and Class Members plead and rely on and the *Limitation Act*, SBC 2012, c 13, and in particular sections 8 and 21(3). In the alternative, or in addition, the Plaintiff and Class Members rely on section 30 of the *Limitation Act*, SBC 2012, c 13, and the *Limitation Act*, RSBC 1996, c 266.

Service on the Defendants

109. The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on the Defendants pursuant to section 10 the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28 (the "**CJPTA**"), because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

110. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a. a tort committed in British Columbia (section 10(g) of the *CJPTA*); and
- b. a business carried on in British Columbia (section 10(h) of the *CJPTA*).

Plaintiff's address for service:

Slater Vecchio LLP
1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

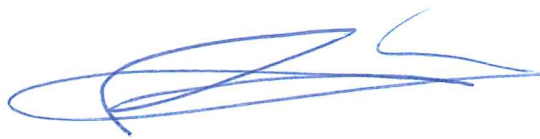
Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: July 19, 2023



Signature of lawyer for plaintiff

Saro J. Turner
Sam Jaworski
Justin Giovannetti
Slater Vecchio LLP

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.

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The plaintiff claims the right to serve this pleading on the defendant Lenovo (Canada) Ltd. outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, s 10 (*CJPTA*) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- restitutionary obligations that, to a substantial extent, arose in British Columbia (*CJPTA*, s 10(f));
- a tort committed in *British Columbia* (*CJPTA*, s. 10(g)); and
- business carried on in British Columbia (*CJPTA*, s 10(h)).

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:

This is a proposed class proceeding alleging that Lenovo, Best Buy and Walmart misrepresent the value and offer not existent discounts on laptops manufactured by Lenovo.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

a 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:

[Check all boxes below that apply to this case]

a class action

maritime law

aboriginal law

constitutional law

conflict of laws

none of the above

do not know

Part 4:

Limitation Act, SBC 2012, c 13, Court Order Interest Act, RSBC 1996, c 79

SCHEDULE A

Model Numbers of the Lenovo Laptops

20XW003GUS	21CB000GUS	21B3006FUS	21B3006GUS
20XW00FWUS	21CB000FUS	21DJCTO1WWCA1	21DJ0015US
21CB000KUS	21CB006YUS	21DJ0011US	21DJ0016US
20TDCTO1WWCA1	21CB000EUS	21DJ0014US	20XW00FNUS
20XY0022US	21CB000HUS	21JTCTO1WWCA1	21JT001EUS
20XW00FPUS	21CB006XUS	21JT001DUS	21JT001CUS
20YU002LUS	21CB000DUS	21C5000SUS	21C5000RUS
20YU0061US	20YU0059US	21C5000TUS	20WLSB9W00
21CB000JUS	20YU005AUS	21HDCTO1WWCA1	21HD0075US
21E3008QUS	20YU005BUS	21HD0076US	21HD0073US
21E3008SUS	20YU0062US	21HD002HUS	21HD0077US
21E6007RUS	20YU0064US	21HD0072US	21HD0074US
20WM0052US	20YU0063US	21DK0010US	21AS0018US
21E3008NUS	20YU005CUS	21JR001CUS	21JR001AUS
21ED004AUS	20YU0069US	21JR001BUS	21HHCTO1WWCA1
82JD005XUS	20U9S2Y500	21HH0040US	21HH003YUS
20WM0051US	20UASDUY00	21HH0041US	21HH0043US
20XW003FUS	21BV000SUS	21HH0042US	21HH0044US
20XW00FUUS	21BV000E0US	21BXCTO1WWCA1	21BX0015US
20XW00FVUS	21BV000E1US	82XT0005US	82XT001TUS
20XW00FTUS	21BV000TUS	82YA002PUS	82YA000PUS
21CB000BUS	21BC000RUS	82YACTO1WWCA1	21DL000PUS

21BC000MUS	21BV000QUS	21DL000SUS	21CMCTO1WWCA1
21DKCTO1WWCA1	21BV000PUS	21CM0006US	21JNCTO1WWCA1
20WM01SDUS	20WMS1CX00	21JN005DUS	21JN005AUS
20WM01SMUS	20WM01SFUS	21JN005BUS	21JN005CUS
21AK0043US	21EM0034US	21C1CTO1WWCA1	21F6CTO1WWCA1
20XY00BBUS	21CBCTO1WWCA1	21F6006DUS	21F6006FUS
21CBCTO1WWCA2	21CFCTO1WWCA1	21F6006EUS	21F6001GUS
21EB0020US	21EB0021US	21F6006HUS	21F6006GUS
21BRCTO1WWCA1	21BR000PUS	21F6001EUS	21H1CTO1WWCA1
21BR000NUS	21DECTO1WWCA1	21JKCTO1WWCA1	21JK0060US
21BVCTO1WWCA1	21BVCTO1WWCA2	21JK005XUS	21JK0061US
21BTCTO1WWCA3	21BTCTO1WWCA1	21JK005YUS	21J8CTO1WWCA1
21BT0048US	21E6CTO1WWCA1	82XV0005US	82XVCTO1WWCA1
21C3CTO1WWCA1	21AHCTO1WWCA1	82XVCTO1WWCA1	21EX005PUS
21AHCTO1WWCA2	21AH001BUS	21EX005QUS	21EX005RUS
21AH001DUS	21AK0045US	21EX005SUS	21H3CTO1WWCA1
21AK0046US	21B90013US	21FA001YUS	21FA0020US
21B90014US	21B90012US	21FA0021US	21FA0022US
21B90012US	21B90016US	21FA0026US	21FA0023US
21HMCTO1WWCA1	21HM002CUS	21FA0025US	21FA0024US
21HM002DUS	21HM002EUS	21FA0027US	21FA0029US
21HM002FUS	21HM002GUS	21FA0028US	21FA002AUS
21DCCTO1WWCA1	21DC002MUS	21FA002BUS	20X1005SUS
21DC002TUS	21DC002UUS	21HFCTO1WWCA1	21HF0022US

21DC0032US	21D2CTO1WWCA1	21HF0021US	21HF0020US
21D2000JUS	21CQCTO1WWCA1	21HF001YUS	21HF001XUS
21CHCTO1WWCA1	21ATCTO1WWCA1	21D4CTO1WWCA1	21D4000FUS
21DHCTO1WWCA1	21DH0015US	21D4000GUS	21D4000JUS
21DH0012US	21DH0016US	21D4000KUS	21D4000HUS
21BNCTO1WWCA1	21B3CTO1WWCA1	21HK0022US	21HK0021US
82XU000XUS	82XU000YUS	21HK001YUS	21HK0020US
21FV0029US	21FV0028US	21HK001HUS	82XU0011US
21FV0027US	20QA00A9US	20QA00A0US	20QA00A8US
21CDCTO1WWCA1	21CDCTO1WWCA2	21CD000MUS	20XY00GUUS
20XY00GTUS	20XY00GSUS	20XY00GXUS	20XY00GVUS
20XY00GVUS	20XY00H3US	20XY00BBUS	82XY002KUS
83B1001YUS	21BB0009US	82YL0003US	82YN0012US
82YN0012US	21AWCTO1WWCA1	21HQCTO1WWCA1	21HQ001RUS
21HQ001UUS	21HQ001SUS	21HQ001TUS	83BS0002US
83B2001VUS	21F2CTO1WWCA1	21F2003FUS	21F2003GUS
21F2003HUS	21F2003JUS	21JGCTO1WWCA1	21B5CTO1WWCA1
21B5004YUS	82R9000PUS	20YUS0KS00	21AK0045US
21AK0046US	20VXS0MR00	20VX00N1US	21D6004QUS
21D600BGUS	21D6CTO1WWCA1	21D6004TUS	20W6S0FA00
20Y3S0K900	20YS005UUS	21FA001YUS	21FA0020US
21FA0021US	21FA0022US	21FA0026US	21FA0023US
21FA0025US	21FA0024US	21FA0027US	21FA0029US
21FA0028US	21FA002AUS	21FA002BUS	21HFCTO1WWCA1

21HF0022US	21HF0021US	21HF0020US	21HF001YUS
21HF001XUS	21HK0022US	21HK0021US	21HK001YUS
21HK0020US	21HK001HUS	82N40020US	

SCHEDULE B

Extra-Provincial Consumer Protection Legislation

Alberta

1. The Defendants have breached the *Consumer Protection Act*, RSA 2000, c C-26.3 (the "**Alberta CPA**"). The Consumer Subclass Members in Alberta are "consumers" within the meaning of section 1 of the *Alberta CPA*. The Lenovo Laptops are "goods" within the meaning of section 1 of the *Alberta CPA*. The Defendants are each a "supplier" within the meaning of section 1 of the *Alberta CPA*. The supply of the Lenovo Laptops is a "consumer transaction" within the meaning of section 1 of the *Alberta CPA*.

2. By reason of the Defendants' conduct, the Defendants have breached sections 5-6 of the *Alberta CPA*. The Defendants' actions are in violation of sections 6(2)(b)-(c), 6(3)(c), 6(4)(a), 6(4)(e) and/or 6(4)(o) and constitute "unfair practices".

3. As a result of the Defendants' breaches of the *Alberta CPA*, the Consumer Subclass Members in Alberta are entitled to restitution of some, or all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant to sections 7(3), 13(2)(d)(ii) and/or 142.1(2)(c)(ii), or in the alternative damages in that amount pursuant to sections 7(1), 13(2)(b) and/or 142.1(2)(a) of the *Alberta CPA*.

4. The Defendants cannot rely on any arbitration clause, if any such clause exists, due to section 16 of the *Alberta CPA* which invalidates any such clause between a "supplier" and a "consumer" in respect of a "consumer transaction" rendering such a clause void and unenforceable.

Saskatchewan

5. The Defendants have breached the *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 (the "**Saskatchewan CPABPA**"). Consumer Subclass Members in Saskatchewan are "consumers" within the meaning of section 2 of the *Saskatchewan CPABPA*. The Lenovo Laptops are "goods" within the meaning of section 2 of the *Saskatchewan CPABPA*. The Defendants are each a "supplier" within the meaning of section 2 of the *Saskatchewan CPABPA*. The supply of the Lenovo Laptops are

“transactions involving goods and services” within the meaning of sections 2 and 5 of the *Saskatchewan CPABPA*.

6. By reason of the Defendants’ conduct, the Defendants have breached sections 6-9 of the *Saskatchewan CPABPA*. The Defendants’ actions are in violation of sections 6(a)-(c), 7(c), 7(i), 7(o) and/or 7(q) and constitute “unfair practices”.

7. As a result of the Defendants’ breaches of the *Saskatchewan CPABPA*, the Consumer Subclass Members in Saskatchewan are entitled to restitution of some, or all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant section 93(1)(a), or in the alternative damages in that amount pursuant to section 93(1)(b) of the *Saskatchewan CPABPA*.

8. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 101 of the *Saskatchewan CPABPA* which invalidates any such clause or waiver, rendering it void.

Manitoba

9. The Defendants have breached the *Business Practices Act*, CCSM, c. B120 (the “**Manitoba BPA**”). The Consumer Subclass Members in Manitoba are each a “consumer” within the meaning of section 1 of the *Manitoba BPA*. The Lenovo Laptops are “goods” within the meaning of section 1 of the *Manitoba BPA*. The Defendants are each a “supplier” within the meaning of section 1 of the *Manitoba BPA*. The supply of the Lenovo Laptops is a “consumer transaction” within the meaning of section 1 of the *Manitoba BPA*.

10. By reason of the Defendants’ conduct, the Defendants have breached section 2 of the *Manitoba BPA*. The Defendants’ actions are in violation of sections 2(1)(a)-(b), 2(3)(c), 2(3)(l), 2(3)(p), 3(1)(a), 3(2)(a) and/or 3(2)(b) and constitute “unfair business practices”.

11. As a result of the Defendants’ breaches of the *Manitoba BPA*, the Consumer Subclass Members in Manitoba are entitled to repayment of some, or all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant to section 23(2)(d), or in the alternative damages in that amount pursuant to section 23(2)(a) of the *Manitoba BPA*.

Ontario

12. The Defendants have breached the *Consumer Protection Act, 2002*, SO 2002, c 30, Sched A (the "**Ontario CPA**"). Consumer Subclass Members in Ontario are "consumers" within the meaning of section 1 of the *Ontario CPA*. The Lenovo Laptops are "goods" within the meaning of section 1 of the *Ontario CPA*. The Defendants are each a "supplier" within the meaning of section 1 of the *Ontario CPA*. The supply of the Lenovo Laptops constitutes a "consumer transaction" within the meaning of section 1 of the *Ontario CPA*. The Defendants made "representations" within the meaning of section 1 of the *Ontario CPA*.

13. By reason of the Defendants' conduct, the Defendants have breached sections 14, 15 and 17 of the *Ontario CPA*. The Defendants' actions are in violation of sections 14(2)(3), 14(2)(11), 14(2)(14), 15(2)(a), 15(2)(c), 15(2)(f) and/or 15(2)(g) and constitute "unfair business practices" in breach of section 17.

14. As a result of the Defendants' breaches of the *Ontario CPA*, the Consumer Subclass Members in Ontario are entitled to damages in an amount equal to some, or all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant to section 18(2) of the *Ontario CPA*.

15. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to sections 7 and 8 of the *Ontario CPA*, which provide the right to begin or be a member of a class proceeding in respect to a consumer agreement and invalidates any clause or waiver that seeks to limit this right.

16. The Plaintiff further pleads that the notice requirements pursuant to section 18(3) of the *Ontario CPA* are fulfilled by the delivery of written notice to the Defendants as set out in the Notice of Civil Claim, or in the alternative by the filing of this Notice of Civil Claim. In the further alternative, the Plaintiff pleads that the Court should disregard the requirement for notice pursuant to section 18(15) of the *Ontario CPA*.

Prince Edward Island

17. The Defendants have breached the *Business Practices Act*, RSPEI 1988, c B-7 (the "**PEI BPA**"). Consumer Subclass Members in Prince Edward Island are "consumers" within the meaning of section 1 of the *PEI BPA*. The Lenovo Laptops are "goods" within the meaning of section 1 of the *PEI BPA*. The Defendants made "consumer representations" within the meaning of section 1 of the *PEI BPA*.

18. By reason of the Defendants' conduct, the Defendants have breached sections 2 and 3 of the *PEI BPA*. The Defendants' actions are in violation of sections 2(a)(iii), 2(a)(x), 2(a)(xiii), 2(b)(i), 2(b)(iii), 2(b)(vi) and/or 2(b)(vii) and constitute "unfair practices" in breach of section 3.

19. As a result of the Defendants' breaches of the *PEI BPA*, Consumer Subclass Members in Prince Edward Island are entitled to damages in an amount equal to some, or all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant to section 4(1) of the *PEI BPA*.

Newfoundland and Labrador

20. The Defendants have breached the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (the "**Newfoundland CPABPA**"). Consumer Subclass Members in Newfoundland are "consumers" within the meaning of section 2 of the *Newfoundland CPABPA*. The Lenovo Laptops are "goods" within the meaning of the *Newfoundland CPABPA*. The Defendants are "suppliers" within the meaning of the *Newfoundland CPABPA*. The supply of the Lenovo Laptops constitutes a "consumer transaction" within the meaning of the *Newfoundland CPABPA*.

21. By reason of the Defendants' conduct, the Defendants have breached sections 7 and 9 of the *Newfoundland CPABPA*. The Defendants' actions are in violation of sections 7(1)(c), 7(1)(l), 7(1)(w), 8(1)(b), 8(1)(d)-(e) and/or 8(f) and constitute "unfair business practices" and "unconscionable act[s] or practice[s]" under section 9.

22. As a result of the Defendants' breaches of the *Newfoundland CPABPA*, Consumer Subclass Members in Newfoundland and Labrador are entitled to repayment of some, or

all, of the price paid by them to the Defendants for the Lenovo Laptops pursuant to section 10(2)(e) of the *Newfoundland CPABPA*, or in the alternative damages in that amount under section 10(2)(f).

23. The Defendants cannot rely on any arbitration clause or class action waiver, if any such clause or waiver exists, due to section 3 of the *Newfoundland CPABPA*, which invalidates any such clause or waiver rendering it void.