



No. **S-180418**

Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**LESLIE WILLIAMS**

Plaintiff

AND:

**QUALCOMM INCORPORATED AND QUALCOMM CANADA INC.**

Defendant

Brought under the *Class Proceedings Act*

**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,

12JAN18 1800710 RISS  
21422 S180418

200.00

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, 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**

### **Part 1: — STATEMENT OF FACTS**

1. In this statement of claim, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

- (a) “1G” means the first generation of cellular technology, which was analog in nature;
- (b) “2G” means the second generation of cellular technology;
- (c) “3G” means the third generation of cellular technology;
- (d) “3GPP” means the Third Generation Partnership Project;
- (e) “3GPP2” means the Third Generation Partnership Project 2;
- (f) “4G” means the fourth generation of cellular technology, which is the current generation;
- (g) “Apple” means Apple Inc.;
- (h) “ATIS” means the Alliance for Telecommunications Industry Solutions;
- (i) “Baseband Processors” are modem chipsets that allow for the communication between a smartphone or tablet and a cellular network;

- (j) **“CDMA”** means Code Division Multiple Access;
- (k) **“Device Manufacturers”** means manufacturers and sellers of Devices, including Apple, Samsung, LG and others;
- (l) **“Devices”** means cellular smartphones and tablets;
- (m) **“ETSI”** means the European Telecommunications Standards Institute;
- (n) **“FRAND”** means fair, reasonable and non-discriminatory;
- (o) **“FTC”** means United States Federal Trade Commission;
- (p) **“GSM”** means Global System for Mobility;
- (q) **“LTE”** means Long Term Evolution;
- (r) **“OEMs”** means Original Equipment Manufacturer - manufacturers of parts and equipment used in Devices including the Device Manufacturers and others, but excluding Qualcomm;
- (s) **“UMTS”** means Universal Mobile Telecommunications Service;
- (t) **“Qualcomm”** and **“Defendants”** means Qualcomm Incorporated, Qualcomm Canada Inc., and their subsidiaries and related corporate entities;
- (u) **“Samsung”** means Samsung Group;
- (v) **“SEP”** means Standard Essential Patents;
- (w) **“SSO”** means Standard Setting Organization;
- (x) **“Telus”** means TELUS Corporation;
- (y) **“TIA”** means the Telecommunications Industry Association; and,
- (z) **“UK Monopolies Act”** means *An Act Concerning Monopolies and Dispensations with penal Lawes and the Forfeiture thereof*, 21 Jac. I, c. 3.

## NATURE OF CLAIM

2. This action concerns the Defendants' sustained an illegal campaign to monopolize the market for integral components that are necessary for the function of Devices in Canada.
3. Devices have become a part of the everyday lives of almost all Canadians. Most business activities and many social activities require the use of Devices. Devices have become a part of the social and business fabric of modern Canadian life.
4. Since the late 2000s, Qualcomm has illegally obtained and abused a dominant market position to extract supra-competitive prices for Device components and licenses from OEMs. OEMs pass Qualcomm's illegal profiteering onto Canadian consumers. Qualcomm engages in such conduct with full knowledge that it will result in higher prices paid for Devices by Canadian consumers. Class Members have suffered damages as a result of Qualcomm's illegal business practices – they have paid greatly inflated prices for Devices.
5. Qualcomm's illegal business practices are particularly egregious given that it has made binding promises to SSOs, OEMs and their competitors, that they will share, license and sell their patented technologies on commercially fair and reasonable, or FRAND, terms.
6. Furthermore, Qualcomm has ignored the repeated findings of international anti-trust regulators, has paid massive regulatory fines, and has refused to alter its anti-competitive business practices.
7. Qualcomm's anticompetitive conduct can be summarized as follows:
  - (a) Qualcomm withholds its Baseband Processors from Device Manufacturers unless the Device Manufacturer agrees to simultaneously license SEPs and other patents on terms preferred by Qualcomm– also known as the "No License, No Chips" policy;
  - (b) The No License, No Chips policy also involves Qualcomm compelling Device Manufacturers to agree to terms which require royalties to be paid to Qualcomm

on products supplied by its competitors. In other words, Qualcomm collects royalties on its competitors' transactions;

- (c) Qualcomm has refused to license its SEPs to competitors, which is an explicit breach of its FRAND obligations; and,
- (d) Qualcomm compelled Apple, the industry's most important Device Manufacturer, to enter into an exclusive deal for components between 2011 and 2016.

8. Qualcomm's No License No Chips policy is an attempt to circumvent its FRAND obligations, and is a FRAND breach in and of itself. The result is inflated royalty rates collected by Qualcomm that are not fair or reasonable, resulting in massive illegal profits. These profits are made by Qualcomm at the expense of Class Members.

9. Qualcomm's refusal to license its SEPs to its competitors is also a direct breach of its FRAND obligations. It is an important component in Qualcomm's scheme to obtain inflated royalties from Device Manufacturers via maintenance of its dominant position.

10. Qualcomm's collection of royalties on products produced by its competitors has a detrimental impact on competition, and disincentivizes Device Manufacturers from purchasing Baseband Processors or other technologies from competitors. The royalty that Qualcomm collects on products produced by its competitors is an illegal 'tax', collected through extortionate practices. This also leads to greater illegal profits obtained by Qualcomm, again at the expense of Class Members.

11. Apple sought relief from Qualcomm's one-sided terms at the beginning of the Class Period, however, Qualcomm required Apple to enter into an agreement to exclusively deal with Qualcomm for Baseband Processors. This arrangement was in place from 2011 to at least September 2016. Qualcomm's illegal acts had the effect of denying competitors the ability to deal with Apple, and hampered competitors from competing with Qualcomm. This deal led to greater illegal profits for Qualcomm from the sale of Apple Devices, at the expense of Class Members.

12. Qualcomm has made massive profits through its illegal conduct. It has hampered competition and stifled innovation in an industry in which competition and innovation are vitally important. Canadian consumers have suffered billions of dollars in harm as a result.

### **THE PLAINTIFF AND THE CLASS**

13. Leslie Williams is a resident of Vancouver, British Columbia.

14. In or around January, 2017, Ms. Williams purchased an Apple iPhone SE from Telus. She currently uses this Device as her primary telecommunications device. She purchased the iPhone SE through Telus, a Canadian national wireless service provider. Pursuant to her contract with Telus, Ms. Williams is to pay off the cost of the iPhone 5C over the two-year term of her contract.

15. As a result of the Defendants' conduct, as alleged herein, Ms. Williams paid an inflated price for her Device thereby suffering a pecuniary loss. This loss, and the losses of other Class Members who also purchased Devices during the Class Period, were caused by the Defendants' anti-competitive practices and conduct.

16. The Plaintiff seeks to represent the following proposed class (the "Class" or "Class Members")

All persons and entities in Canada who purchased, paid and/or provided reimbursement for some or all of the purchase price for CDMA and LTE, including those cellular devices marketed under the following brands:

- Apple;
- Google;
- Samsung;
- LG; and,
- Sony

between July 1, 2009 and the present (the "Class Period").

## THE DEFENDANTS

17. The Defendants are members of the same corporate family. When each Defendant engaged in anti-competitive conduct, it did so on behalf of the entire corporate family. Each Defendant in the conspiracy entered into an agreement on behalf of, and reported the meetings and discussions to, their respective corporate families.

18. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this action, the identities of which are presently unknown, have participated as co-conspirators with the Defendants in the unlawful behaviour alleged herein, and have performed acts and made statements in furtherance of the conspiracy or the anti-competitive conduct.

19. The Defendant Qualcomm Canada Inc. is a British Columbia Corporation with its head office in Vancouver. Qualcomm Canada Inc. is a wholly-owned subsidiary of Qualcomm Incorporated.

20. Qualcomm Incorporated is a Delaware corporation with its principal place of business in San Diego, California. Qualcomm Incorporated designs, licenses and markets its digital communications products and services worldwide through two main business segments: Qualcomm CDMA Technologies ("QCT") and Qualcomm Technology Licensing ("QTL"). QCT deals with equipment sales while QTL engages in licensing of patents and technology. QCT is a wholly-owned subsidiary of Qualcomm, and is operated by Qualcomm Technologies Inc. ("QTI"), another wholly-owned subsidiary of Qualcomm. QTL, a third wholly-owned subsidiary of Qualcomm, grants licenses or otherwise provides rights to use portions of Qualcomm's patent portfolio.

## **FACTUAL BACKGROUND**

### **A. Cellular Devices Operate on Standard Platforms**

21. For Devices to operate properly, compatibility across cellular networks is fundamental. Devices, and the components within those Devices, must be interoperable across cellular providers and geographic boundaries.

22. Modern Devices contain many components which are developed and manufactured by various different suppliers. Device components contain patented technologies, which are owned or controlled by numerous entities. OEMs, Device component manufacturers, and the owners of the patents and the SEPs of the technologies found in a modern Device must conform to a set of uniform standards so that cellular communications can operate efficiently and interoperably across various wireless networks both in individual countries and across borders.

23. To achieve this uniformity, the industry relies on Standards Setting Organizations, or "SSOs", such as the European Telecommunication Standards Institute ("ETSI"), the Telecommunications Industry Association ("TIA") and the Alliance for Telecommunications Industry Solutions ("ATIS"). In some instances, telecommunications standards have been developed by cooperation between the above-noted SSOs. For example, the Third Generation Partnership Project ("3GPP") focuses on the evolution of GSM, UMTS and LTE technology, and the Third Generation Partnership Project 2 focuses on the development of CDMA technology.

24. SSOs establish the uniform standards and technical specifications used by OEMs, cellular providers, patent holders and other actors in the chain of Device operability. In so doing, the SSOs identify a set of patents that underlie these standards. Those patents are known as Standard Essential Patents ("SEPs").

25. SSOs do not always choose the "best" or the "cheapest" option in choosing what patents shall become SEPs. Once a standard is set, competing technologies and patents are of limited value and relevance, as they are not part of or applicable to the standard.



26. Baseband Processors, SEPs and Devices are stages of a single market supply chain. Increases in the price of Baseband Processors lead directly to price increases at the OEM and retail levels for Devices, and the demand for Baseband Processors is driven by purchases of Devices by Class Members. Thus, the market for Baseband Processors and the OEMs and the market for Devices incorporating Baseband Processors are inextricably intertwined.

#### **B. Modern Device Standards**

27. The first generation of cellular technology is known as "1G", which was an analog standard. The digital "2G" generation followed in the 1990s, from which two distinct 'families' of standards emerged: Code Division Multiple Access ("CDMA") and Global System for Mobility ("GSM"). For the most part, various countries adhered to one or the other standard. However, sometimes, different providers in the same country would adhere to one standard or the other. CDMA and GSM technologies are not interoperable – equipment and technologies designed to be compatible with one standard cannot be used for the other. This state of affairs led to great inefficiencies.

28. Qualcomm was involved in the development of CDMA, which is the 'family' that is still in use in modern Devices. Qualcomm initially controlled 90% of the chipsets that are found in CDMA Devices and as of today, it controls over 80%. Over the years, Qualcomm amassed many patents related to this standard. As a result, almost any company that manufactures CDMA products has to obtain a license from Qualcomm. Licensees pay a one-time fee for access to the patent portfolio, and then additional royalties based on the final product sold by the licensee.

29. Qualcomm's royalty stream continued to grow when cellular telephony graduated to "3G" technology in the 2000s. As with 2G, 3G used two separate standards, however *both* standards were based on CDMA. The Universal Mobile Telecommunications Service ("UMTS") and the Third Generation CDMA ("3G-CDMA") allowed for further increased data speed and capacity.

30. CDMA-based technology has been adopted for all 3G wireless telephony and broadband standards throughout the world.

31. In the early 2010s, the fourth generation of cellular technology “4G” brought with it the “LTE” standard, which stands for Long Term Evolution. This is the current standard. Almost all Devices sold now support LTE for 4G service. LTE employs different technologies than the CDMA-based technologies, however, Qualcomm has the same dominant position over many LTE 4G patents.

32. Qualcomm holds a massive patent portfolio that applies to LTE technologies. In addition, most modern Devices implement CDMA technology to be backwards-compatible. Most Devices are LTE and CDMA compatible.

33. In short, Qualcomm holds a dominant position over the supply of various SEPs involved in both CDMA and LTE standards that are and were applicable during the Class Period.

**C. SEPs Must Be Shared on Fair and Reasonable Terms**

34. In order to create a useable cellular device, OEMs and component manufacturers need to license SEPs from each patent holder.

35. The use of SEPs in the standard allows for the potential for abuse by those who control the SEPs. “Patent hold-up” is the colloquial term for SEP owners demanding excessive royalties after a standard has been developed and implemented. “Royalty stacking” arises when a standard involves numerous SEPs. These royalty payments can “stack up” and inflate the cost of the Device to the consumer.

36. In order to offset the imbalance in bargaining position that owners of SEPs have, patent owners must provide assurances to SSOs before a patent is included in a standard, rendering it a SEP. More specifically, SSOs require SEP owners to license their patents on fair, reasonable and non-discriminatory (“FRAND”) terms. If the SEP owner does not promise to license or sell its SEP to others in the industry on FRAND terms, the SSO will exclude that patent from the standard and will choose a different patent to become a SEP. The FRAND promise is a condition precedent to a SSO rendering a patent a SEP.

37. The purpose of the FRAND promise is to prevent SEP holders from controlling integral technologies. Furthermore, it allows for competition, development and research related to, but

not directly covered by, the SEP to develop unhindered. Patent owners are expected to be paid fair and reasonable license fees and royalties when they license their SEPs to other industry interests. FRAND promises allow for competitive compensation for innovation while preventing monopolistic and abusive compensation.

38. FRAND promises are contractually binding between members of the SSOs. FRAND obligations also are a critical precondition for competition in the industry in which standard-setting depends. FRAND obligations and promises extend to customers of Devices.

39. Each of the SSOs listed in paragraph 23 require each party who participates in the standard-development process to commit to license its SEPs to firms that implement the standard on FRAND terms.

40. Qualcomm made promises to each of the SSOs listed in paragraph 23. Before the SSOs agreed to include Qualcomm's patents in the collection of SEPs, Qualcomm promised to adhere to FRAND terms. However, Qualcomm has violated wholesale its FRAND commitments by refusing to license to its competitors, tying the provision of its Baseband Chip supply to OEMs acquiescing to its non-FRAND licensing terms and applying royalty terms in a discriminatory fashion.

41. When a party enters into a transaction in which it is to collect royalties on a SEP, there are several requirements designed to prevent misuse of its monopoly power. FRAND royalties must include both an appropriate royalty base and royalty rate and must be limited to the patented technology applicable to the standard. FRAND royalties shall not include or reflect value attributable to: a) the fact that the patent has been "locked in" to the standard; b) other technologies that contribute to the standard; or c) other technologies outside the standard that are included in the consumer device.

42. Qualcomm has breached all of the above FRAND royalty requirements during the Class Period. Qualcomm has demanded and extracted unreasonable royalties, applied royalties in a discriminatory fashion, refused to license to competitors and asserted that non-essential patents are in fact SEPs and vice-versa. All of this behaviour constitutes explicit breaches of Qualcomm's FRAND obligations.

43. Apple, Samsung and other Device Manufacturers relied on Qualcomm's FRAND promises when they developed and sold products compatible with 3G and 4G standards. Qualcomm engaged in a "bait and switch" where they promised to adhere to FRAND before their patents were included in a standard, but once they were granted monopoly power, immediately breached their obligations and abused their dominant position.

44. Qualcomm's breaches of FRAND obligations during the Class Period resulted in inflated prices paid by Class Members for Devices.

#### **D. Baseband Processors**

45. All modern Devices contain a computer chip called a Baseband Processor, which is a necessary component for the proper functioning of those Devices. Baseband Processors allow each Device to communicate and transmit voice and data across Canadian wireless networks, such as Telus, Rogers or Bell. Baseband Processors also allow for Canadians to use their Devices in foreign territories, as cellular telecommunications systems have been largely standardized over the past decade, worldwide (as described above).

46. Baseband Processors do not serve any purpose outside of the Device market. Increases in the price that Device Manufacturers pay for Baseband Processors lead directly to price increases at the consumer level. The market for Baseband Processors and the Devices are inextricably intertwined.

47. Baseband Processors that comply with more than one standard are known as "multi-mode" processors. A Device that contains a multi-mode Baseband Processor is capable of communicating with networks that deploy more than one standard or with multiple networks deploying different standards.

48. To be used on a cellular network that deploys the 4G LTE standard, a handset must ordinarily contain a multi-mode Baseband Processor that complies with both 4G LTE and older 2G and 3G standards. This is the case because LTE network infrastructure generally supports data, rather than voice, traffic. Therefore, to transmit voice calls, a Baseband Processor must comply with 2G and 3G standards. Also, because the process of upgrading and replacing network infrastructure takes years, a baseband processor must comply with 2G and 3G standards

to communicate with the network in areas where the operator has not yet replaced or upgraded infrastructure equipment.

49. Therefore, to be sold for use on a given carrier's network, a multi-mode processor must comply with the legacy 2G and 3G standards used by that network. A Device that contains a Baseband Processor that complies with GSM, UMTS, and LTE standards, but not CDMA standards, cannot be sold for use on most networks.

50. Qualcomm holds a dominant market position in two types of Baseband Processors: (i) Baseband Processors that comply with CDMA standards; and (ii) premium Baseband Processors, which comply with advanced LTE standards.

51. Qualcomm has always been the dominant supplier of CDMA Baseband Processors. OEMs have had limited practical alternatives for Qualcomm for the supply of CDMA processors. Qualcomm has consistently been the dominant supplier of premium LTE processors. Qualcomm has faced limited competition for the supply of premium LTE processors.

52. One of Qualcomm's most significant profit generators is in Baseband Processors installed in Devices.

#### **E. Qualcomm's Abuse of Its Dominant Position**

53. During the Class Period, Qualcomm has used its position to force Device Manufacturers to accept unreasonable license terms as dictated by Qualcomm.

54. Furthermore, Qualcomm holds a dominant position in the SEP licensing market for its intellectual property relating to Baseband Processors. Modern standards require the use of patents that are essential to the CDMA, UMTS and LTE standards. Many of Qualcomm's SEPs are indispensable or irreplaceable to many Device Manufacturers.

##### *i. 'No License, No Chips'*

55. The 'No License, No Chips' policy is a term that describes Qualcomm's practice wherein it refuses to provide Baseband Processors to OEMs unless they agree to pay very high, supra-competitive, licensing fees to Qualcomm. Qualcomm withholds Baseband Processors unless

such one-sided licensing fees are agreed to. Because Qualcomm's Baseband Processors are necessary for the ordinary operation of most OEMs, and the risk of losing access to Qualcomm's Baseband Chips would effectively halt the Device business of many OEMs, OEMs are forced to accept onerous, and illegal, terms.

56. The licensing royalty required under 'No License, No Chips' can be more than 10 times what other suppliers are able to charge. These terms are a breach of FRAND.

57. Furthermore, Qualcomm's license deal also provides that Qualcomm will receive a royalty on Devices sold by an OEM which contain Baseband Processors provided by competitors. In such circumstances, OEMs are required to pay twice for the Baseband Processor, once to the competitor who provides the Baseband Processor, and again to Qualcomm in the form of a license fee.

58. Qualcomm's 'No License, No Chips' policy is exclusionary and anti-competitive. The policy skews Qualcomm's license negotiations with OEMs. The result is an inflated royalty that OEMs must pay on both Qualcomm Baseband Processors and those provided by Qualcomm's competitors. These inflated and illegal royalties cause Class Members to pay higher than competitive prices for Devices and reduce demand for Qualcomm's competitors' Devices.

59. Other suppliers of cellular components and patent-holders do not employ a 'No License, No Chips policy'. Only Qualcomm engages in this conduct within the industry.

60. Other component suppliers rely on component sales, rather than the licensing of patents, to convey intellectual property rights to OEMs. When one of Qualcomm's competitors sells a Baseband Processor to an OEM, the OEM can use or resell the Baseband Processor without obtaining a separate patent license from the competitor, just as a consumer buying a smartphone does not need to obtain a separate license from the seller of the smartphone. However, Qualcomm attempts to continue to exert control over the intellectual property by collecting a royalty, rather than a sale price, on the Baseband Processor.

61. Furthermore, OEMs purchase components from hundreds of suppliers. Among suppliers, Qualcomm is unique in requiring an OEM, as a condition of sale, to secure a separate patent license requiring royalty payments for Devices that use a competitor's components.

62. This position is also unique among other licensors of SEPs.
63. The 'No License, No Chips' Policy is improper and contrary to Qualcomm's FRAND obligations for a number of reasons:
- (a) Qualcomm's royalties are disproportionately high relative to the value contributed by its patented inventions, and are many times higher than the royalties of other SEP contributors who have made similar technical contributions;
  - (b) Qualcomm has continued to collect royalties based on the Device price, even though handsets today offer numerous features – including cameras, high-resolution screen displays, powerful applications and graphics processors – which are unrelated to cellular connectivity; and,
  - (c) Qualcomm's royalty rate has not fallen, even though many of Qualcomm's patents relating to CDMA technology have expired.
64. If Device Manufacturers challenge the No License, No Chips policy, through litigation or other means, Qualcomm can, will and has, cut off access to Baseband Processors. Qualcomm's dominant market position allows it to effectively bar a Device Manufacturer's continued participation in the market, if it so chooses.
65. Absent Qualcomm's dominant position in the market, an OEM could protect itself against a supply disruption by: a) substituting non-Qualcomm products in a Device; or b) using the prospect of substituting non-Qualcomm products to protect the OEM from such a disruption. However, Qualcomm's dominance leaves OEMs in such a vulnerable position that supply disruptions, which would effectively cease production of a Device, are a very real possibility and have actually occurred.
66. To avoid the above-noted disruptions, OEMs are forced to accept supra-competitive royalty rates and other unfair and illegal commercial terms in their contracts with Qualcomm.
67. To maintain access to Qualcomm's Baseband Processors, OEMs are forced to accept royalties and other license terms that they would not otherwise accept. The royalties that OEMs

pay reflect Qualcomm's dominant position in Baseband Processors, and include an added increment that OEMs pay Qualcomm to avoid disruption of processor supply.

ii. *No License, No Chips Is Anti-Competitive*

68. The incremental royalty that OEMs pay to Qualcomm when they purchase competitors' Baseband Chips operates as a 'tax'. It raises OEMs' costs of using baseband processors supplied by Qualcomm's competitors, reduces demand for competitors' processors, and reduces the ability and incentive of competitors to invest and innovate. The tax bolsters Qualcomm's monopoly power and raises Device prices paid by consumers.

69. When determining Device pricing, OEMs consider the all-in cost of a Baseband Processor, consisting of both: a) the nominal price of the Baseband Processor; and, b) any patent royalties that the OEM must pay to use that processor in a Device.

70. Qualcomm's 'tax', by raising the latter cost component, increases the cost of using a competitor's Baseband Processor, and thus weakens the competitive constraint on Qualcomm's own all-in Baseband Processor price.

71. By raising OEMs' costs of using competitors' Baseband Processors, the tax diminishes OEMs' demand for those processors and reduces competitors' sales and margins.

72. A supplier of CDMA and premium LTE Baseband Processors must ship substantial volumes of processors and earn significant margins on those shipments to sustain the research and development required to maintain a viable business. Reduced sales and margins resulting from Qualcomm's 'tax' diminish competitors' abilities and incentives to invest and innovate.

73. Qualcomm's 'No license, No Chips' policy thereby entrenches Qualcomm's monopoly power. It also reduces competitors' ability to invest and innovate in next-generation technologies. The effect is Qualcomm's unhindered ability to continue abusing its dominant position.

74. By using its Baseband Processor dominance to tax its competitors, Qualcomm has also limited competitors' ability to impact the prices that Qualcomm charges for Baseband Processors. If Qualcomm used its dominance solely to raise the nominal prices of its own Baseband



Processors, those price increases would spur OEMs to seek substitutes and would attract entry and competitive pricing from Baseband Processor competitors. By contrast, imposing a 'tax' – which OEMs must pay regardless of whether they use Baseband Processors supplied by Qualcomm or a Qualcomm competitor - enables Qualcomm to raise the all-in prices of Baseband Processors without spurring substitution or attracting entry.

75. OEMs pass all or some of such higher Baseband Processor prices on to Class Members in the form of higher Device prices.

iii. Qualcomm Refuses to License its SEPs to Competitors

76. Qualcomm's FRAND commitments require it to license its SEPs to competitors. However, Qualcomm refuses to do so, which constitutes a direct breach of its FRAND obligations.

77. FRAND commitments are designed to ensure open access to standardized technologies, a fact which Qualcomm has publicly recognized.

78. A license to Qualcomm's cellular SEPs would provide substantial benefits to other Baseband Processor suppliers and to their customers. Because Qualcomm refuses to license its SEPs to competitors, its competitors cannot offer OEMs technologies that adequately compete with those offered by Qualcomm, including Baseband Processors.

79. This behaviour stifles innovation and allows for Qualcomm to maintain its illegal monopoly. It also excludes competitors from large swaths of the Baseband Processor market.

80. Qualcomm's ability to adversely affect its competitors' sales via patent license terms with OEMs would be limited if it adhered to its FRAND obligations to license SEPs to its competitors. Qualcomm's competitors, unlike its OEM customers, do not depend on Qualcomm for Baseband Processor supply. As a result, Qualcomm could not use a threatened disruption of Baseband Processor supply to skew SEP-license negotiations with its competitors.

81. Qualcomm's refusal to license SEPs to competitors allows Qualcomm to maintain its dominant market position, which allows it to force OEMs into supra-competitive pricing and

licensing agreements for its Baseband Processors, as described above. This conduct is illegal, and results in damages to Class Members.

*iv. Qualcomm Extracted Baseband Processor Exclusivity from Apple in Exchange for Partial Royalty Relief*

82. Like other OEMs, Apple's leverage in negotiations with Qualcomm has been constrained by Apple's need for access to a supply of Qualcomm's CDMA and premium LTE Baseband Processors.

83. Unlike other OEMs, however, Apple is not a direct Qualcomm licensee. Instead, Apple employs contract manufacturers that are licensed by Qualcomm, and the contract manufacturers pass on the costs of the Qualcomm royalties they pay to Apple.

84. Apple has negotiated with Qualcomm in an effort to reduce the royalty burden that Apple bears through its contract manufacturers. As a result of these negotiations, Apple entered into agreements with Qualcomm in 2007, 2011 and 2013.

85. Under the 2007 agreement, Qualcomm agreed to rebate to Apple royalties that Qualcomm received from Apple's contract manufacturers. Qualcomm conditioned this relief on Apple's exclusive use of Qualcomm Baseband Processors in new iPhone and iPad models.

86. Under Qualcomm's 2011 agreement with Apple, Qualcomm agreed to make substantial incentive payments that were explicitly conditional upon Apple using Qualcomm Baseband Processors exclusively in all new iPhone and iPad models. If, during this period, Apple launched a new Device with a non-Qualcomm Baseband Processor, it would forfeit all future payments and, depending on when a Device launched, could be required to refund past payments.

87. Qualcomm's 2013 agreement with Apple modified and extended the exclusivity arrangement set forth in the companies' 2011 agreement. Under the 2013 agreement, Qualcomm agreed to rebate to Apple royalties that Qualcomm collected from Apple's contract manufacturers. Qualcomm's obligation to make these rebate payments was subject to, among other terms, a new condition – that Apple neither initiate nor induce others to initiate litigation claiming that Qualcomm had failed to offer a license on FRAND terms. Qualcomm also agreed

to make substantial incentive payments in 2013, 2014, 2015 and 2016, again, explicitly conditional on Apple sourcing baseband processors for new iPad and iPhone models exclusively from Qualcomm. Just as before, if Apple launched a new Device with a non-Qualcomm Baseband Processor, it would forfeit all future incentive payments and, depending on when a handset launched, could be required to refund past incentive payments.

88. The conditional rebates outlined above effectively penalized Apple's use of any Baseband Processors supplied by Qualcomm's competitors.

89. Qualcomm's agreements with Apple were, and were intended by Qualcomm to be, exclusive deals that foreclosed Qualcomm's competitors from gaining Baseband Processor business at Apple.

90. The rebates provided to Apple carried significantly less value than if Apple had acquired Baseband Processors from Qualcomm, or its competitors, in an ordinary and competitive market for Baseband Processors. This additional cost to Apple, which was realized in the form of profits by Qualcomm, was passed onto Class Members in the form of higher Device prices.

91. Apple had a business interest in developing and working with non-Qualcomm suppliers of Baseband Processors. The large penalties that Apple would face under its agreements with Qualcomm if it sourced Baseband Processors from another supplier prevented it from using them during this period.

92. Apple would not have entered into exclusive agreements with Qualcomm if Qualcomm had not obtained an illegal monopoly and had illegally exerted threats of withholding Baseband Chips from Apple.

93. The modern Baseband Processor market has doubled in size since 2008, but Qualcomm's anti-competitive conduct has disallowed any true competitor to enter the market. Instead, many existing competitors have been forced to exit the market for Baseband Processors. The result has been a steady increase in Qualcomm's share of the Baseband Processor market.

## F. FINDINGS AND INVESTIGATIONS OF REGULATORS

94. Over the past number of years, Qualcomm's business practices have attracted attention, investigations and fines by government regulators worldwide. Qualcomm's royalty calculations and licensing practices have been scrutinized by regulators in China, South Korea, Taiwan, Japan, Europe and the United States. These regulators have made serious allegations and in some cases have fined Qualcomm billions of dollars.

### *i. Japan*

95. On September 9, 2009, the Japanese Fair Trade Commission issued a cease and desist order against Qualcomm, citing its breaches of FRAND obligations.

### *ii. China*

96. In November 2013, China's National Development and Reform Commission ("NDRC") commenced an investigation into Qualcomm's SEP licensing practices. In 2015, the NDRC found that Qualcomm: a) controlled the SEP Licensing Market for CDMA and LTE baseband chip markets; and, b) abused that dominance by, among other things, charging excessive and unfairly high royalties to any licensees that were "forced to accept the packaged patent license", the royalty rates of which were based on the wholesale net selling prices of smart phones.

97. The NDRC also found that Qualcomm's conduct constituted violations of provisions of China's anti-monopoly law and, among other things, imposed a fine of 8% of Qualcomm's annual revenue within the territory of China for 2013 – a \$975 million fine. The NDRC also ordered Qualcomm to materially lower the effective royalty it charged OEMs.

### *iii. South Korea*

98. In July, 2009, the Korea Fair Trade Commission ("KFTC") fined Qualcomm for abusing its dominant share of the chipset market and the SEP license market. The KFTC imposed a fine of \$207 million. Qualcomm did not change its practices in the Korean market, and was fined an additional \$854 million in December 2016 for coercing patent license agreements from smartphone companies while holding the supply of Baseband Processors hostage.

iv. United States

99. In January 2017, the United States Fair Trade Commission filed an enforcement action, alleging that: a) Qualcomm withholds its baseband processors unless a OEM accepts a license to SEPs on terms including elevated royalties; b) Qualcomm refuses to license SEPs to its competitors; and, c) compelled Apple to enter into an exclusivity agreement, which denied other Baseband Processor suppliers the benefit of working with Apple.

v. Taiwan

100. In October 2017, the Taiwan Fair Trade Commission fined Qualcomm \$774 million USD for engaging in anti-competitive conduct over the previous seven years. More particularly, TFTC held that Qualcomm was operating a monopoly and that it withheld licenses to SEPs, contrary to local antitrust laws.

vi. European Community

101. The European Commission has issued statements of objection against Qualcomm for, *inter alia*, paying Apple to purchase Baseband Processors exclusively from Qualcomm.

**Part 2: — RELIEF SOUGHT**

102. The Plaintiff, on behalf of the Class described herein, claims:

- (a) an order certifying this action as a class proceeding pursuant to s. 4 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and appointing the Plaintiff as the representative Plaintiff for the Class as defined herein;
- (b) A declaration that the Defendants engaged in business activities that constitute the creation and maintenance of an unlawful abuse of their dominant position with respect to the licensing and sale of Baseband Processors, and their licensing of SEPs and other patents in Canada and elsewhere;
- (c) a declaration that the Defendants restrained trade in Canada;
- (d) a declaration that the Defendants breached s. 346 of the *Criminal Code*, R.S.C. 1985, c. C-46;

- (e) a declaration that the Defendants breached s. 78 of the *Competition Act*, R.S.C. 1985, c. C-34;
- (f) a declaration that the Defendants breached ss. 8 and 9 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2;
- (g) a declaration that the Defendants breached the UK Monopolies Act;
- (h) an order for treble damages pursuant to the UK Monopolies Act;
- (i) a declaration that the Defendants intentionally and tortiously interfered with the economic relations of Class Members;
- (j) a declaration that the Defendants engaged in the torts of unlawful means and predominant purpose conspiracy;
- (k) a declaration that the Defendants were unjustly enriched;
- (l) an order for restitution flowing from the Defendants' unjust enrichment;
- (m) general and special damages in the amount of \$2,000,000,000;
- (n) punitive damages in the amount of \$500,000,000;
- (o) investigative costs and costs of this proceeding on a full-indemnity basis pursuant to s. 36 of the *Competition Act*, R.S.C. 1985, c. C-34;
- (p) a reference to decide any issues not decided at the trial of the common issues;
- (q) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (r) double costs pursuant to the UK Monopolies Act; and
- (s) such further and other relief as to this Honourable Court deems just.

**Part 3: — LEGAL BASIS****CAUSES OF ACTION****A. Intentional Interference With Economic Relations**

103. The Defendants' wrongful and anti-competitive acts as particularized at paragraphs 53 to 94 was unlawful conduct intended to injure the Plaintiff and the other Class Members by artificially increasing the price of the Devices. These acts enriched the defendants to the detriment of the Plaintiff and the Class Members.

104. The Defendants' wrongful and anti-competitive acts support civil actions for damages or compensation under Canadian law and under the laws of foreign countries in which some of the acts took place. In particular, had OEMs such as Apple and Samsung, for example, suffered loss, they would have claims against Qualcomm for:

- (a) damages arising from the tort of intimidation;
- (b) damages arising from breach of contract;
- (c) damages arising from breach of the duty of good faith in contractual relations;
- (d) damages arising from breaches of the UK Monopolies Act;
- (e) damages arising from breaches of Articles 101 and 102 of the *Treaty on the Functioning of the European Union*, OJ No. C 326/47;
- (f) damages for unjust enrichment;
- (g) damages arising from breaches of the United States *Sherman Act*, 26 Stat. 209, 15 U.S.C. §§ 1-7;
- (h) damages arising from breaches of the competition laws of other jurisdictions, including but not limited to, China, Taiwan, South Korea, the European Community and others.

105. The conduct of Qualcomm was intended to harm the Plaintiff and compelled him and Class Members to pay the artificially high prices for Devices. Alternatively, the harm to the Plaintiff and other Class Members was a necessary means of achieving the end of enriching the Defendants. The Defendants were well aware of and intended the natural consequences which they knew would flow from their deliberate actions.

106. The Plaintiff and the other Class Members have suffered economic loss as a result of the Defendants' conduct which had the effect of raising prices of Devices to artificially high and non-competitive levels.

107. The defendants' wrongful and anti-competitive acts, as particularized at paragraphs 53 to 94, constitute tortious interference with the economic interests of the Plaintiff and the other Class Members and renders the Defendants liable to pay the resulting damages.

#### **B. Criminal Extortion**

108. Qualcomm used its dominant position to force OEMs and others to accept onerous and one-sided terms with respect to the provision, licensing and/or sale of Baseband Processors. Qualcomm threatened to withhold the supply of Baseband Processors to OEMs unless they adhered to onerous terms or exclusivity. In light of Qualcomm's FRAND obligations, and in light of Qualcomm's monopolistic position, and in light of the massively detrimental business impact the withholding of Baseband Processors would inflict on OEMs, these threats were without reasonable justification or excuse. Qualcomm's intention was to use these threats to maximize its illegal profits, which were unsupportable under common law or under the *Competition Act*. The OEMs would never have agreed to Qualcomm's onerous or one-sided terms in the absence of Qualcomm's threats. As a result, Qualcomm or its agents, have committed criminal extortion contrary to s. 246 of the Canadian *Criminal Code*.

#### **C. Unjust Enrichment**

109. The Defendants have been unjustly enriched as a result of the conduct alleged herein. The Class Members have suffered a corresponding deprivation in the amount of the difference between the prices actually paid by or on behalf of the Class Members for the Devices, and the prices which would have been paid in the absence of the above-noted anti-competitive conduct.



110. Since the difference in price which was received by the Defendants from the Class Members resulted from the Defendants' wrongful, illegal and/or criminal acts, there is no juridical reason for the Defendants' enrichment.

**D. Waiver of Tort**

111. In the alternative to damages, the plaintiff pleads that the Class Members are entitled to claim "waiver of tort" and thereby to claim an accounting or other such restitutionary remedy for disgorgement of the revenues generated by the Defendants' illegal, wrongful and anti-competitive conduct.

112. The Plaintiff claims that their entitlement to such an election is appropriate for, among other things, the following reasons:

- (a) Revenue was acquired in a manner in which the Defendants cannot in good conscience retain; and
- (b) The integrity of the marketplace would be undermined if an accounting was not required.

113. Absent the Defendants' tortious, illegal and criminal conduct, the Defendants would have received less revenue than they otherwise would have.

**E. Conspiracy**

114. The Canadian subsidiary, Qualcomm Canada Inc., participated in and furthered the objectives of the conspiracy by knowingly modifying its competitive behaviour in accordance with instructions received from its parent company, Qualcomm Incorporated. Qualcomm Canada Inc. thereby acted in concert with Qualcomm Incorporated in carrying out the conspiracy and is liable for such acts. In addition, both parties acted in concert with QCT, QTL and QTI in carrying out the conspiracy and are liable for such acts.

115. During the Class Period, at times and places some of which are unknown to the Plaintiff and the Class, the Defendants wrongfully, unlawfully, maliciously and lacking *bona fides*

conspired and agreed together, the one with the other or others of them, and with their servants and agents as follows:

- (a) to suppress and eliminate competition in the sale and supply of Baseband Processors in Canada and elsewhere; and,
- (b) to prevent or lessen, unduly, competition in the development, production and manufacture of SEPs and other technologies and patents that are used in Devices.

116. The Defendants were motivated to conspire and their predominant purpose and predominant concerns were:

- (a) to harm the plaintiffs and the other Class Members by extracting supra-competitive royalties from the OEMs, knowing that such costs would be passed onto the Class Members in the form of higher prices for Devices;
- (b) to harm the plaintiff and the other Class Members by forcing competitors out of the market, thereby stifling innovation and competition; and,
- (c) to unlawfully increase their profits on the sale and licensing of their products in Canada.

117. In furtherance of the conspiracy, during the Class Period, the following acts were done by the Defendants, their servants and agents:

- (a) they met secretly in the United States and Canada from time to time to discuss the issues giving rise to the conspiracy;
- (b) they directed their servants, agents and employees from time to time to perform wrongful or unlawful acts in furtherance of the conspiracy;
- (c) they met secretly in the United States and Canada from time to time to monitor the effects of the conspiracy;
- (d) they instructed members of the conspiracy at meetings not to divulge the existence of the conspiracy;

- (e) they publically stated that they were not engaging in anti-competitive conduct; and,
- (f) they carried out the acts pleaded in paragraphs 53 to 94.

118. The defendants' conduct particularized in paragraphs 53 to 94, constituted the following unlawful and illegal acts:

- (a) unlawful restraint of trade at common law and equity;
- (b) an offence in relation to competition contrary to Part VI of the *Competition Act* in that the Defendants dictated the terms of agreements with OEMs and were aware or ought to have been aware that the effect of the agreements would be to prevent or lessen competition unduly; and
- (c) an illegal violation of, among other things, United States, European, Taiwanese, Japanese, South Korean and Chinese competition law.

119. The Defendants' conduct particularized in paragraphs 53 to 94 was wrongful for the reasons set out in paragraph 118 above. This wrongful and unlawful conduct was directed toward the Plaintiff and other Class Members, which conduct the Defendants knew or should have known in the circumstances would likely cause injury to the Plaintiff and the other Class Members. The plaintiff and the other Class Members have suffered damages as a result of the Defendants' conduct particularized herein.

120. The Defendants' conduct constitutes a tortious conspiracy to injure the plaintiff and other Class Members and renders the defendants liable to pay the resulting damages.

#### **F. Business Practices and Consumer Protection Act**

121. The Defendants are "suppliers" within the meaning of section 1 of the *Business Practices and Consumer Protection Act* ("BPCPA").

122. The Class Members are "consumers" within the meaning of section 1 of the BPCPA. Each purchase of the Devices by the Class Members was for primarily personal, family, or

household uses and as such was a “consumer transaction” within the meaning of section 1 of the BPCPA.

123. The Devices are “goods” within the meaning of section 1 of the BPCPA.

124. The Defendants' actions constitute unfair and unconscionable business practices. By its conduct set out at paragraphs 53 to 94, the Defendants breached sections 8 and 9 of the BPCPA.

125. The Plaintiff and the other Class Members paid more for Devices, and the components therein than they would have paid in the absence of Qualcomm's wrongful and unlawful conduct and, as a result, have suffered damages. The Class Members have suffered loss and damage within the meaning of section 171 as a result of the Defendant's breaches of the BPCPA.

126. The Plaintiff and the Class Members seek an order for damages pursuant to section 171 of the BPCPA.

#### **G. UK Monopolies Act**

127. The Plaintiff and the Class Members plead and rely on the UK Monopolies Act.

128. The SEPs granted to the Defendants by the SSOs constitute a monopoly over Baseband Chipsets and other integral components in the Devices. The Defendants had no intention of adhering to FRAND terms at any time, but nevertheless entered into binding agreements to license, sell and/or make available their patented technologies, on FRAND terms. As a result, the SEPs should never have been essential to the standards, and the monopolies granted by the SSOs were void at all material times and constitute an invalid monopoly, which is actionable under the UK Monopolies Act.

129. In the alternative, as soon as Qualcomm breached FRAND terms in Canada, it breached binding agreements with OEMs and other competitors, rendering its SEPs void monopolies from that point onward.

130. The Plaintiff and Class Members were hindered, grieved, disturbed by occasion of the illegal monopoly in the form of damages sustained by paying inflated prices for the Devices. As

a result, the Plaintiff and the Class Members claim under articles 3 and 4 of the UK Monopolies Act for treble damages.

### **THE RESULTING DAMAGES OF THE PLAINTIFF AND THE OTHER CLASS MEMBERS**

131. The Plaintiff and the other Class Members have suffered damages as a result of the Defendants' wrongful, unlawful and criminal acts as described in paragraphs 53 to 94, which had the effect of raising, maintaining and stabilizing prices of Devices at artificial and non-competitive levels throughout the Class Period.

132. During the Class Period, the Plaintiff and other Class Members have purchased tens of billions of dollars of Devices. By reason of the Defendants' tortious interference with their economic interests and their conspiracy to injure, the Plaintiff and the other Class Members paid more for Devices, and the components therein, than they would have paid in the absence of Qualcomm's wrongful and unlawful conduct and, as a result, have suffered damages.

### **PUNITIVE AND AGGRAVATED DAMAGES**

133. The Defendants' conduct described above was deliberate, unlawful, high-handed, outrageous, wanton, entirely without care, deliberate, secretive, callous, willful, disgraceful and in contemptuous disregard of the rights and interests of the Class Members and the public. Qualcomm purposely stifled innovation worldwide. Moreover, the Defendants took steps to conceal their anti-competitive conduct by lying to the public about it. The Defendants are liable to pay punitive and aggravated damages.

### **VICARIOUS LIABILITY**

134. The acts alleged in this statement of claim to have been done by each corporate defendant were authorized, ordered and done by each corporate defendant's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs in pursuit of the defendants' overall business plans and therefore are acts for which the Defendants are vicariously liable.

**DISCOVERY OF LOSSES**

135. Qualcomm concealed its anticompetitive conduct, including its failure to adhere to its FRAND commitments, its 'No License, No Chips' policy and its anti-competitive and exclusionary agreements with Apple. The Plaintiff and the Class could not reasonably have discovered Qualcomm's conduct until the FTC commenced its proceeding in January 2017.

136. Qualcomm made public commitments to license its SEPs on FRAND terms. In so doing, they took steps to conceal the Class Members' overpayment. The Class Members were unable to discover their losses until, at the very earliest, the commencement of the above-noted proceedings by the FTC.

**SERVICE EX JURIS**

137. The Plaintiff has the right to serve this Notice of Civil Claim on Qualcomm Incorporated pursuant to the *Court Jurisdiction and Proceedings Transfer Act* because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

138. The Plaintiff relies on the following grounds, in that this action concerns:

- (a) Restitutory obligations that, to a substantial extent, arose in British Columbia (*Court Jurisdiction and Proceedings Transfer Act*, s. 10(f));
- (b) a tort committed in British Columbia (*Court Jurisdiction and Proceedings Transfer Act*, s. 10(g));
- (c) a business carried on in British Columbia (*Court Jurisdiction and Proceedings Transfer Act*, s. 10(h));

Plaintiff's address for service:

**KOSKIE GLAVIN GORDON**  
1650- 409 Granville Street  
Vancouver, British Columbia  
V6C 1T2, Canada.

**KOSKIE MINSKY LLP**  
20 Queen Street West, Suite 900, Box 52  
Toronto, ON M5H 3R3

**Kirk M. Baert LSUC #: 30942O**  
Tel: 416-595-2117  
Fax: 416-204-2889  
Email: kmbaert@kmlaw.ca

**James Sayce LSUC#: 58730M**  
Tel: 416-542-6298  
Fax: 416-204-2809  
Email: jsayce@kmlaw.ca

Defendants' address for service:

**QUALCOMM CANADA INC**  
105 Commerce Valley Drive West  
Suites 100, 200 and 501  
Thornhill, ON L3T 7W3  
Canada

**QUALCOMM CANADA INC**  
818-602 West Hastings Street  
Vancouver, BC V6B 1P2  
Canada

**QUALCOMM INCORPORATED**  
5775 Morehouse Drive  
San Diego, CA 92121  
USA

Place of trial: Vancouver, British Columbia

The address of the registry is:  
800 Smith Street,  
Vancouver, BC,  
V6Z 1E1

Date: January 12, 2018

*James Sayce*  
agent for

*Kirk M. Baert*

Signature of the lawyer for the Plaintiff

**Kirk M. Baert**

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.



**Appendix****Part 1: — CONCISE SUMMARY OF NATURE OF CLAIM:**

A claim for damages and restitution for intentional interference with economic relations, unjust enrichment, conspiracy, and breach of statutes (including: *Competition Act*, *Business Practices and Consumer Protection Act*, and *An Act Concerning Monopolies and Dispensations with penal Lawes and the Forfeiture thereof*) arising out of the Defendants' alleged illegal campaign to monopolize the market for integral components that are necessary for the function of cellular devices in Canada.

**Part 2: — THIS CLAIM ARISES FROM THE FOLLOWING:**

A dispute concerning:

the provision of goods or services or other general commercial matters

**Part 3: — THIS CLAIM INVOLVES:**

a class action

**Part 4:**

*An Act Concerning Monopolies and Dispensations with penal Lawes and the Forfeiture thereof*,  
21 Jac. I, c. 3

*Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2

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

*Competition Act*, R.S.C. 1985, c. C-34

*Criminal Code*, R.S.C. 1985, c. C-46

KM-3098467v1