

~~S-170745~~

S-170745

No. S _____
Vancouver Registry

in the Supreme Court of British Columbia

Between

Darren Ewert

Plaintiff

and

**Panasonic Corporation, Panasonic Corporation of North America,
Panasonic Canada, Inc., Sanden Corporation, Sanden Automotive
Components Corporation, Sanden Automotive Climate Systems
Corporation and Sanden International (U.S.A.), Inc.,**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff 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

- (c) 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

25JAN17 1701711 RISS
21422 S170745

206.C

- (d) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

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

Time for response to civil claim

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

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served 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.

PART 1: STATEMENT OF FACTS

1. This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Air Conditioning Systems ("ACSS") used in automobiles, sport utility vehicles and trucks (collectively "Vehicles") sold in Canada including British Columbia, and elsewhere. Commencing as early as January 1, 2000 and ending no earlier than March 1, 2010 (the "Class Period"), the defendants and their senior executives participated in illegal and secret meetings and made agreements to fix the prices for ACSSs sold in Canada, including British Columbia and elsewhere.
2. ACSSs are systems that cool or heat the interior environment of a vehicle, and include automotive compressors, condensers, HVAC units (typically consisting of

a blower motor, actuators, flaps, evaporator, heater core, and filter embedded in a plastic housing), control panels, sensors and associated hoses and pipes.

3. The plaintiff, Darren Ewert, purchased a new Lexus Rx400h for personal use in 2008, which contained an ACS.

The Defendants

4. Various persons and/or firms involved in the manufacturing, marketing, selling and/or distribution of ACS, not named as defendants herein, participated as co-conspirators in the violations alleged herein and performed acts and made agreements in furtherance thereof. The named defendants are jointly and severally liable for the actions of, and damages allocable to, the co-conspirators, Denso Corp.; Denso International America, Inc.; Techma Corporation; Denso Manufacturing Canada, Inc.; Denso Sales Canada, Inc.; TD Automotive Compressor Georgia LLC; Mitsubishi Heavy Industries, Ltd.; Shinryo Corporation; Mitsubishi Heavy Industries Automotive Thermal Systems Co., Ltd.; Valeo SA; Valeo Japan Co. Ltd.; Valeo, Inc.; Calsonic Kansei Corporation; Calsonic Kansei North America, Inc.; MAHLE Behr GmbH & Co. KG fka Behr GmbH & Co. KG; and MAHLE Behr USA Inc. fka Behr America Inc. The co-conspirators are named as defendants in a parallel case to this action filed in the Supreme Court of British Columbia, Vancouver Registry file number S137598.
5. The defendants and their co-conspirators manufacture, market, distribute, and sell ACSs for assembly into Vehicles sold and leased in Canada, including in British Columbia.
6. The defendants and their co-conspirators agreed, combined, and conspired to inflate, fix, raise, maintain, or artificially stabilize prices of ACSs. The price of ACSs is reflected in the price of Vehicles sold or leased in Canada including in British Columbia.
7. Where a particular entity within the corporate family of defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate

family. The individual participants in the conspiratorial meetings and discussions entered into agreements on behalf of, and reported these meetings and discussions to, their respective corporate family.

8. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this lawsuit, the identities of which are presently unknown, have participated as co-conspirators with the defendants in the unlawful behaviour alleged in this Notice of Civil Claim, and have performed acts and made statements in furtherance of the conspiracy or in furtherance of the anticompetitive conduct.
9. Further, the defendants and their co-conspirators are jointly and severally liable for the actions of, and the damages allocable to any unnamed co-conspirators.

The Panasonic Defendants

10. The defendant Panasonic Corporation is a Japanese company with its principal place of business in Osaka, Japan. During the Class Period, Panasonic Corporation, directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada including British Columbia and elsewhere.
11. The defendant Panasonic Corporation of North America is an American company with its principal place of business in Secaucus, New Jersey. During the Class Period, Panasonic Corporation of North America directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada including British Columbia and elsewhere.
12. The defendant Panasonic Canada, Inc. is a Canadian company with its principal place of business in Mississauga, Ontario. During the Class Period, Panasonic Canada Inc. directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada including British Columbia and elsewhere.
13. The businesses of each of Panasonic Corporation, Panasonic Corporation of North America and Panasonic Canada Inc. are inextricably interwoven with that

of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of ACSs.

The Sanden Defendants

14. The defendant Sanden Corporation is a Japanese company with its principal place of business in Tokyo, Japan. During the Class Period, Sanden Corporation directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada, including British Columbia and elsewhere.
15. The defendant Sanden Automotive Corporation is a Japanese company with its principal place of business in Tokyo, Japan. During the Class Period, Sanden Automotive Corporation directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada, including British Columbia and elsewhere.
16. The defendant Sanden Automotive Climate Systems Corporation is a Japanese company with its principal place of business in Tokyo, Japan. During the Class Period, Sanden Automotive Climate Systems Corporation directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada, including British Columbia and elsewhere.
17. The defendant Sanden International (U.S.A.), Inc. is an American company with its principal place of business in Wylie, Texas Japan. Sanden International (U.S.A.), Inc. is affiliated with and controlled by Sanden Corporation. During the Class Period, Sanden International (U.S.A.) directly or through its subsidiaries, manufactured, distributed and/or sold ACSs in Canada, including British Columbia and elsewhere.
18. The business of each of Sanden Corporation, Sanden Automotive Corporation, Sanden Automotive Climate Systems Corporation and Sanden International (U.S.A.), Inc. are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of ACSs.

The Class and Class Period

19. This action is brought on behalf of members of the class (the "Class Members") consisting of the Plaintiff and all British Columbia resident persons who, during some or all of the Class Period of January 1, 2000 to March 1, 2010 or such other class period as the court may ultimately decide on the certification application:

(a) purchased an ACS; or

(b) purchased or leased a new vehicle in Canada containing an ACS.

The Air Conditioning Systems Industry

20. The structure and other characteristics of the ACS industry is conducive to the conspiracy alleged in this Notice of Civil Claim.

21. ACSs are purchased and installed by original equipment manufacturers ("OEMs"), such as Toyota, in new vehicles as part of the automotive manufacturing process. They are also installed in vehicles to replace worn out, defective or damaged ACSs by vehicle dealers and auto repair shops.

22. When purchasing ACSs, OEMs issue Requests for Quotation ("RFQs") to automotive parts suppliers. Automotive parts suppliers submit quotations, or bids, to OEMs in response to RFQs, and the OEMs usually award the business to the selected automotive parts supplier for the four to six year life of a model of vehicle. Typically, the bidding process begins approximately three years prior to the start of production of a new model.

23. Defendants and their co-conspirators supplied ACSs to OEMs for installation in vehicles sold in Canada including British Columbia and elsewhere.

24. There are barriers to entry into the ACS industry. New entrants to the ACS business would face costly and lengthy start-up costs.

25. There are no close substitutes for ACSs. ACSs are an essential part of a vehicle—no vehicles are or can be sold without them— even if the prices are kept at a supra-competitive level.
26. The price of ACSs provided to OEMs and their subsidiaries is reflected, in whole or in part, in the price of new Vehicles purchased or leased in Canada including British Columbia.
27. By virtue of their market shares, the defendants and their co-conspirators are the dominant manufacturers and suppliers of ACSs in Canada, including in British Columbia, and the world.

Government Investigations

Guilty Pleas – United States Department of Justice (“DOJ”)

28. On September 26, 2013, the DOJ announced that the defendant Mitsubishi Heavy Industries Ltd. had agreed to plead guilty and to pay a US\$14.5 million fine for its role in a criminal price-fixing and bid-rigging conspiracy involving the sale of compressors and condensers to Vehicle manufacturers from at least as early as January 2000 until at least February 2010.
29. On September 26, 2013, the DOJ announced that the defendant Valeo Japan Co. Ltd. had agreed to plead guilty and to pay a US\$13.6 million fine for its role in a criminal price-fixing and bid-rigging conspiracy involving the sale of ACSs to Vehicle manufacturers from at least as early as April 2006 until at least February 2010.
30. On January 27, 2015, the DOJ announced that the defendant Sanden Corporation had agreed to plead guilty and to pay a US \$3.2 million fine for its role in a criminal price fixing and bid rigging conspiracy involving the sale of compressors used in ACSs to vehicle manufacturers from at least as early as August 2008 until at least April 2009.

The Conspiracy to Fix Prices of Air Conditioning Systems

31. The acts alleged under this heading are, collectively, the "Conspiracy Acts".
32. During the Class Period, the defendants and their co-conspirators conspired and/or agreed with each other to fix, maintain, increase, and control the price for the supply of ACSs and/or to enhance unreasonably the prices of ACSs and/or to lessen unduly competition in the sale of ACSs in Canada including British Columbia and elsewhere.
33. During the Class Period, senior executives and employees of the defendants and their co-conspirators, acting in their capacities as agents for the defendants, engaged in communications, conversations, and attended meetings with each other at times and places, some of which are unknown to the plaintiff. As a result of the communications and meetings the defendants and co-conspirators unlawfully conspired and/or agreed to:
 - (a) unreasonably enhance the prices of ACSs in Canada, including in British Columbia, and elsewhere;
 - (b) fix, maintain, increase, or control the prices of ACSs in Canada, including in British Columbia, and elsewhere;
 - (c) monitor and enforce adherence to an agreed-upon pricing scheme for ACSs; and
 - (d) lessen unduly competition in the sale of ACSs in Canada, including in British Columbia, and elsewhere.
34. In furtherance of the conspiracy, during the Class Period, the defendants and their co-conspirators, and/or their servants and agents:
 - (a) fixed, maintained, increased, controlled, and/or enhanced unreasonably the prices of ACSs in Canada, including in British Columbia, and elsewhere;

- (b) communicated secretly, in person and by telephone, to discuss and fix prices of ACSs;
 - (c) made formal agreements with respect to the prices of ACSs;
 - (d) exchanged information regarding the prices of ACSs for the purposes of monitoring and enforcing adherence to the agreed-upon prices;
 - (e) allocated sales, territories, customers or markets for supply of ACSs;
 - (f) fixed, maintained, controlled, prevented or lessened the supply of ACSs;
 - (g) rigged bids for the sale of ACSs to OEMs and their subsidiaries; and
 - (h) disciplined any conspirator which failed to comply with the conspiracy.
35. During the Class Period and continuing to the present, the defendants, and their co-conspirators, and their servants and agents took active steps to, and did, conceal the unlawful conspiracy from the Class Members.
36. The defendants and their co-conspirators were motivated to conspire and their predominant purposes and predominant concerns were to harm the plaintiff and other persons in British Columbia who purchased ACSs and purchased or leased new Vehicles containing ACSs by requiring them to pay excessive prices for ACSs.
37. The Canadian subsidiaries of the foreign defendants and the foreign co-conspirators participated in and furthered the objectives of the conspiracy by knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies, and thereby acted as their agents in carrying out the conspiracy and are liable for such acts.
38. The Conspiracy Acts alleged in this claim to have been done by each defendant and each co-conspirator were authorized, ordered, and done by each defendant's officers, directors, agents, employees, or representatives while

engaged in the management, direction, control, or transaction of its business affairs.

Damages

39. As a result of the Conspiracy Acts:

- (a) the prices of ACSs and new Vehicles have been, directly or indirectly, enhanced unreasonably and/or fixed at artificially high and non-competitive levels; and
- (b) competition in the sale of ACSs has been unduly restrained.

40. During the Class Period, the plaintiff and the other Class Members purchased ACSs and purchased or leased new Vehicles containing ACSs. By reason of the alleged violations of the *Competition Act*, RSC 1985, c 19 (2nd Suppl.) (the "*Competition Act*") and the common law, the plaintiff and the other Class Members paid more for those ACSs and new Vehicles containing ACSs than they would have paid in the absence of the illegal conspiracy and, as a result, the plaintiff and the other Class Members have suffered damages (the "Overcharge").

41. The plaintiff asserts the Overcharge is capable of being quantified on an aggregate basis as the difference between the prices for ACSs and new Vehicles containing ACSs actually paid by the Class Members and the prices which would have been paid in the absence of the unlawful conspiracy. The defendants and their co-conspirators are jointly and severally liable for the entire Overcharge.

PART 2: RELIEF SOUGHT

42. The plaintiff, on his own behalf, and on behalf of the Class Members, claims against the defendants and their co-conspirators:

- (a) a declaration that the defendants and their co-conspirators, and each of them, conspired each with the other to raise, maintain, fix, and stabilize

the price of ACSs during the Class Period, in violation of statutory, common law, and equitable laws as alleged in this claim;

- (b) a declaration that the defendants and their co-conspirators, and each of them, conspired, combined, agreed or arranged to prevent or lessen, unduly, competition in the manufacture or production of ACSs or to enhance unreasonably the price thereof;
- (c) an order certifying this action as a class proceeding against the defendants and appointing the plaintiff as representative plaintiff in respect of the Class Members;
- (d) general damages for conspiracy and unlawful interference with economic interests in the amount of the Overcharge;
- (e) a declaration that the defendants account for and make restitution to the plaintiff and the other class members in an amount equal to the Overcharge;
- (f) judgment in the amount of the Overcharge;
- (g) general damages for conduct that is contrary to Part VI of the *Competition Act*;
- (h) punitive damages;
- (i) an injunction enjoining the defendants and their co-conspirators from conspiring or agreeing with each other, or others, to raise, maintain, fix, or stabilize the price of ACSs;
- (j) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- (k) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 78, s 128; and

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

PART 3: LEGAL BASIS

43. The plaintiff pleads and relies upon the *Class Proceedings Act*, RSBC, 1996 c. 50, the *Competition Act*, and the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 (the "CJPTA").

Causes of Action

Breach of the Competition Act

44. The Conspiracy Acts are in breach of section 45 of Part VI of the *Competition Act*, caused injury to the plaintiff and the other Class Members and render the defendants and their co-conspirators jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*. Further, the Canadian subsidiaries of the foreign defendants and their foreign co-conspirators are jointly and severally liable to the plaintiff and the other Class Members pursuant to s. 36 of the *Competition Act* for acts in contravention of s. 46(1) of the *Competition Act*.
45. Further or alternatively, the Conspiracy Acts are in breach of section 47 of Part VI of the *Competition Act*, caused injury to the plaintiff and the other Class Members and render the defendants and their co-conspirators jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*.

Civil Conspiracy

46. Further, or alternatively, the Conspiracy Acts were unlawful acts directed towards the plaintiff and the other Class Members, which unlawful acts the defendants and their co-conspirators knew in the circumstances would likely cause injury to the plaintiff and other Class Members and, as such, the defendants and their co-conspirators are jointly and severally liable for the tort of civil conspiracy. Further, or alternatively, the predominant purpose of the Conspiracy Acts was to

injure the plaintiff and other Class Members, and the defendants and their co-conspirators are jointly and severally liable for the tort of conspiracy to injure.

47. The plaintiff and other Class Members suffered damages as a result of the defendants' conspiracy.

Unlawful Means Tort

48. Further, or alternatively, the Conspiracy Acts were unlawful acts intended to cause the plaintiff and the other Class Members economic loss as an end in itself or as a necessary means of enriching the defendants and their co-conspirators.
49. The Conspiracy Acts were unlawful under the laws of the jurisdictions where these acts took place and are actionable by third parties including direct purchasers located outside of British Columbia who directly purchased ACS, or would be actionable by those third parties if those third parties had suffered a loss.
50. The plaintiff and the other Class Members suffered damages as a result of the defendants' and their co-conspirators unlawful interference with their economic interests and each of the defendants and their co-conspirators is jointly and severally liable to pay the resulting damages.

Unjust Enrichment and Waiver of Tort

51. Further, and in the alternative, the plaintiff and the other Class Members are entitled to claim and recover based on equitable and restitutionary principles.
52. The defendants have each been unjustly enriched by the receipt of the Overcharge. The plaintiff and the other Class Members have suffered a corresponding deprivation in the amount of such Overcharge.
53. Since the Overcharge that was received by the defendants from the plaintiff and the Class Members resulted from the defendants' and their co-conspirators wrongful or unlawful acts, there is and can be no juridical reason justifying the defendants retaining any part of it. In particular, any contracts upon which the

defendants purport to rely to receive the Overcharge are void because they are (1) prohibited by statute, entered into with the object of doing an act prohibited by statute, and/or require performance of an act prohibited by statute, (2) in contravention of common law principles, and/or (3) in contravention of public policy, in that they are, amongst other things, in restraint of trade.

54. The defendants are required to make restitution to the plaintiff and the Class Members for the Overcharge because, among other reasons:
- (a) the defendants were unjustly enriched by receipt of the Overcharge;
 - (b) the Class Members suffered a deprivation by paying the Overcharge;
 - (c) the defendants and their co-conspirators engaged in inappropriate conduct and committed wrongful acts by engaging in the conspiracies alleged in this claim;
 - (d) the Overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;
 - (e) justice and good conscience require restitution;
 - (f) the integrity of the marketplace would be undermined if the court did not order restitution; and
 - (g) there are no factors that would, in respect of the artificially induced Overcharge, render restitution unjust.
55. The plaintiff pleads that equity and good conscience requires the defendants to make restitution to the plaintiff and the other Class Members of all the artificially-induced Overcharge from the sale of ACS and Vehicles containing ACS in British Columbia, or alternatively to disgorge that amount to the plaintiff and the other Class Members.

56. Further, or alternatively, the plaintiff waives the tort and elects to pursue restitutionary remedies against the defendants as set out above.

Punitive Damages

57. The plaintiff asserts that the defendants' and their co-conspirators conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of the Class Members, and as such renders the defendants liable to pay aggravated, exemplary and punitive damages.

Jurisdiction

58. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The plaintiff and other Class Members plead and rely upon the *CJPTA* in respect of the defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (f) – (i) of the *CJPTA* because this proceeding:

- (a) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (b) concerns a tort committed in British Columbia;
- (c) concerns a business carried on in British Columbia; and
- (d) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS MOGERMAN

#400 – 856 Homer Street
Vancouver, BC V6B 2W5

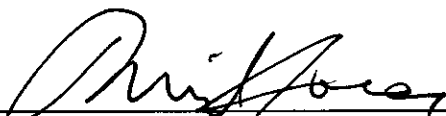
Tel: (604) 689-7555
Fax: (604) 689-7554

Email: service@cfmlawyers.ca

Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: January 25, 2017



Signature of lawyer
for Plaintiff

David G. A. Jones

TO: PANASONIC CORPORATION
1006 Ozaz Kadoma
Osaka 571-8501, Japan

AND TO: PANASONIC CORPORATION OF NORTH AMERICA
1 Panasonic Way
Secaucus, New Jersey, 07094 United States

AND TO: PANASONIC CANADA INC.
5770 Ambler Drive,
Mississauga, Ontario, Canada L4W 2T3

AND TO SANDEN CORPORATION
20 Kotobuki-cho, Isesaki-shi,
Gunma, Japan 372-8502

AND TO SANDEN AUTOMOTIVE COMPONENTS CORPORATION
1-31-7 Taito, Taito-ku
Tokyo, Japan 110-8555

AND TO SANDEN AUTOMOTIVE CLIMATE SYSTEMS CORPORATION
 1-31-7 Taito, Taito-ku
 Tokyo, Japan 110-8555

AND TO SANDEN INTERNATIONAL (U.S.A.), INC.
 601 S. Sanden Blvd.
 Wylie, TX 75098, USA

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA

The Plaintiff Darren Ewert, claims the right to serve this pleading on the defendants, outside British Columbia on the ground that claims the right to serve this pleading on the defendants outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the plaintiff and other Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003 Ch. 28 (the "CJPTA") in respect of these defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to ss.10 (f) –(i) CJPTA because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

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

CONCISE SUMMARY OF NATURE OF CLAIM:

This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Air Conditioning Systems ("ACSs") sold in North America and worldwide. During the Class Period, the Defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices for ACSs. The Plaintiff and the Class Members suffered damages as a result.

THIS CLAIM ARISES FROM THE FOLLOWING:

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

THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

1. *Class Proceedings Act*, RSBC, 1996 c 50;
2. *Competition Act*, RSC 1985, c 19 (2nd Suppl.); and
3. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28.