

Action collective

500-06-001305-248

Reçue par
Fabienne Louis

Le 16 AVRIL 2024

À 11 :30

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO:

500-06-001305-248

(Class Action)
SUPERIOR COURT

ANIK SIMARD, personally and *ès qualité*
for her minor child, domiciled and residing
at 390 rue Berthier #301, Saint-Jean-sur-
Richelieu, Quebec, J3A 1N1

Applicant

-vs.-

UBISOFT ENTERTAINMENT INC., legal
person duly constituted, having its address for
service at 5000–5505 boulevard Saint-
Laurent, Montreal, Quebec, H2T 1S6

and

UBISOFT INC., legal person duly constituted,
having its address for service at Law Office of
Stephen S. Smith, PC, 30700 Russellrand
Rd, Suite 250, Westlake Village, California,
91362, USA

and

ELECTRONIC ARTS INC., legal person duly
constituted, having its address of service at
1209 Orange Street, Wilmington, Delaware,
19801, USA

and

ELECTRONIC ARTS (CANADA) INC., legal
person duly constituted, having its address for
service at 1800 510 West Georgia St.,
Vancouver, B.C., V6B 0M3

and

ACTIVISION BLIZZARD INC., legal person
duly constituted, having its address for
service at 251 Little Falls Drive, Wilmington,
Delaware, 19809, USA

and

ACTIVISION PUBLISHING INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808, USA

and

BLIZZARD ENTERTAINMENT INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808, USA

and

INFINITY WARD, INC., legal person duly constituted, having its address for service in 21255 Burbank Blvd., Suite 600, Woodland Hills, California, 91367, USA

and

TREYARCH CORP., legal person duly constituted, having its address for service in 3240 Ocean Park Blvd., Santa Monica, California, 90405, USA

and

SLEDGEHAMMER GAMES INC., legal person duly constituted, having its principal place of business at 1001 Hillsdale Blvd., Suite 610, Foster City, California, 94404, USA

and

RAVEN SOFTWARE CORPORATION, legal person duly constituted, having its principal place of business at 3100 Ocean Park Blvd, 1st Floor, Santa Monica, California, 90405, USA

and



WAR DRUM STUDIOS LLC D/B/A GROVE STREET GAMES, legal person duly constituted, having its principal place of business at 1425 NW 6th Street # 200, Gainesville, Florida, 32601, USA

and

TAKE-TWO INTERACTIVE SOFTWARE INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808, USA

and

TAKE-TWO INTERACTIVE CANADA INC., legal person duly constituted, having its principal place of business at 5770 Hurontario St., Mississauga, Ontario, L5R 3G5

and

ROCKSTAR GAMES INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808, USA

and

ROCKSTAR GAMES TORONTO ULC, legal person duly constituted, having its principal place of business at 586 Argus Road, Oakville, Ontario, L6J 3J3

and

ROBLOX CORPORATION, legal person duly constituted, having its principal place of business at 910 Park Pl., San Mateo, California, 94403, USA

and

ROBLOX CANADA INC., legal person duly constituted, having its principal place of



business at 1400C – 250 Howe Street,
Vancouver, B.C., V6C 3S7

and

EPIC GAMES INC., legal person duly constituted, having its principal place of business at 620 Crossroads Blvd, Cary, North Carolina, 27518, USA

and

EPIC GAMES CANADA ULC, legal person duly constituted, having its principal place of business at 2400 – 745 Thurlow, Vancouver, B.C., V6E 0C5

and

SONY INTERACTIVE ENTERTAINMENT, LLC., legal person duly constituted, having its principal place of business at 2207 Bridgepoint Pkwy., San Mateo, California, 94404, USA

and

SONY INTERACTIVE ENTERTAINMENT CANADA INC., legal person duly constituted, having its principal place of business at 1 Prologis Blvd #103, Mississauga, Ontario, L5W 0G2

and

MICROSOFT CORPORATION, legal person duly constituted, having its principal place of address at 1 Microsoft Way, Redmond, Washington, 98052, USA

and

MICROSOFT CANADA INC., legal person duly constituted, having its address for service at 600–1741 Lower Water Street, Halifax, Nova Scotia, B3J 0J2



and

MOJANG SYNERGIES AB, legal person duly constituted, having its principal place of business at 1 Microsoft Way, Redmond, Washington, 98052, USA

and

NINTENDO OF AMERICA INC., legal person duly constituted, having its principal place of business at 4600 150th Avenue NE, Redmond, Washington, 98052, USA

and

NINTENDO OF CANADA LTD., legal person duly constituted, having its principal place of business at 650 West Georgia Street, Suite 3200, Vancouver, B.C., V6B 4P7

and

APPLE, INC., legal person duly constituted having its principal place of business at 1 Apple Park Way, Cupertino, California, 95014, USA

and

APPLE CANADA INC., legal person duly constituted having its principal place of business at 120 Bremner Blvd., Suite 1600, Toronto, Ontario, M5J 0A8

and

GOOGLE LLC., legal person duly constituted, having its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043, USA

and

GOOGLE CANADA CORPORATION, legal person duly constituted having its principal

place of business at 111 Richmond Street
West, Toronto, Ontario, M5H 2G4

and

MSI COMPUTER CORPORATION, legal person duly constituted, having its principal place of business located at 901 Canada Court, City of Industry, California, 91748 USA

and

BLUESTACKS BY NOW.GG, INC. D/B/A BLUESTACKS, legal person duly constituted, having its principal place of business at 2105 South Bascom Ave, Suite 380, Campbell, California, 95008, USA

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
& TO APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)**

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF
QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR
APPLICANT STATE AS FOLLOWS:

I. GENERAL PRESENTATION

A. The Action

1. The Applicant wishes to institute a class action on behalf of the following class, of which she is personally and *ès qualité* a member, namely:

Group

- All physical persons and their legal representatives resident in Quebec who have developed video game addiction/ internet gaming disorder after using video games, gaming platforms, gaming hardware or other gaming products that were designed, developed, manufactured, published, marketed, supplied, or sold by any of the Defendants. Excluded are persons already included in the class description of court file number 500-06-001024-195;

Sub-Group

- All physical persons and their legal representatives resident in Quebec who have paid for in-game downloadable content and in-game purchases (“microtransactions”) related to video games, gaming platforms, gaming hardware or other gaming products that were designed, developed, manufactured, published, marketed, supplied, or sold by any of the Defendants. Excluded are persons already included in the class description of court file number 500-06-001132-212;
2. The Defendants are involved in the design, development, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, distribution, marketing, supply, and/or direct or indirect sale of videogames, gaming platforms, hardware and other videogame products responsible for a well-documented worldwide videogame addiction epidemic and mental health crisis;
 3. The Applicant contends that the Defendants deliberately and intentionally exploit the vulnerabilities of consumers whose videogame addictions they have created and deploy unconscionable, unfair, deceptive, and psychologically manipulative strategies to exacerbate their addictive and debilitating consequences. Minors and young adults are particularly targeted;
 4. The Defendants’ predatory strategies and tactics include tracking users’ gaming patterns in real-time, and using algorithms, reward systems, feedback loops, microtransactions, fake avatar friends, and other schemes designed to increase the length, frequency, and addictive consequences of gameplay;
 5. The Defendants’ predatory schemes and methods have been recognized as leading to irreversible brain damage, and significant social impairment, cognitive decline and serious mental health issues including aggressive behaviour, loss of social function, stress, sleeping disorders, loss of impulse control, depression, verbal memory deficiency, and the inability to function in school and other social settings. The consequences are particularly – but not exclusively – acute in youthful and neurodivergent players;
 6. The Applicant contends that the Defendants have and continue to be aware of these deleterious consequences but insist on collaborating with behavioural scientists, neuroscientists and other mental health professionals to intentionally maximize the predatory and addictive nature of their videogames and videogame products to increase their profits;
 7. The Defendants have deliberately continued to conceal the addictive and debilitating nature of their videogame products, as well as the clearly documented associated harms to players’ and users’ mental health, social relations, educational outcomes, and finances;



8. The Applicant and Class Members suffered significant legally cognizable and compensable injuries directly and immediately caused by the Defendants' predatory and psychologically manipulative videogaming products, and are entitled to claim, *inter alia*:
- (a) Pain, suffering, stress, anxiety and other moral injuries previously experienced;
 - (b) Pain, suffering, stress, anxiety and other moral injuries reasonably and foreseeably certain to be experienced in the future;
 - (c) Costs incurred for professional psychological and/or medical services, care, and treatment received, including board, lodging and transportation expenses necessarily incurred in securing said services, care and treatment;
 - (d) The price paid to purchase any of the Defendants' videogaming products and "Microtransactions";
 - (e) The present value of any loss of future earning capacity;
 - (f) Any assistance necessary in Plaintiffs' home lives or schooling that has been required as a result of their injuries;
 - (g) Any assistance necessary in Plaintiffs' home lives or schooling that is reasonably and foreseeably certain to be required in the future;
 - (h) Actual financial loss; and
 - (i) Punitive damages;

B. The Defendants

9. The Defendants are – individually, or in certain combinations to be identified herein – responsible for designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, distributing, marketing, supplying, and/or selling, directly or indirectly, the following videogames and/or videogaming platforms, hardware and other videogame products: Call of Duty, World of Warcraft, Battlefield, Roblox, Overwatch, Battle.net, Grand Theft Auto, Minecraft, Valorant, Sony Playstation, PlayStation Network, PlayStation Store, PlayStation Plus, Xbox, Xbox 360, Xbox Series X, Xbox Game Pass, Xbox Network (formerly known as Xbox Live), Nintendo Switch, Nintendo eShop, the BlueStacks App Player, and the GP65 Leopard gaming laptop;

Ubisoft - Rainbow Six



10. Defendant Ubisoft Entertainment Inc. (Ubisoft Divertissements Inc.) is a company incorporated under the laws of Quebec. Defendant Ubisoft Inc. is a legal person incorporated under the laws of California. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Rainbow Six series with all the addictive features and technologies contained therein including to residents of Québec and other Canadians, and generated substantial revenues from the sales of those products. Both Defendants will be referred to together as “Ubisoft”;

Electronic Arts - Battlefield

11. Defendant Electronic Arts Inc. is a legal person incorporated under the laws of the state of Delaware. Defendant Electronic Arts (Canada) Inc., is legal person incorporated pursuant to the laws of British Columbia. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Battlefield series with all the addictive features and technologies contained therein including to residents of Québec and other Canadians, and generated substantial revenues from the sales of those products. Both Defendants will be referred to together as “Electronic Arts”;

Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer - Call of Duty, World of Warcraft, Overwatch

12. Defendant Activision Blizzard Inc. is a legal person incorporated under the laws of the state of Delaware. Defendant Activision Publishing Inc. is a legal person incorporated pursuant to the laws of the US state of Delaware and is a wholly-owned subsidiary of Activision Blizzard Inc. Defendant Blizzard Entertainment Inc. is a legal person incorporated pursuant to the laws of the US state of Delaware. These Defendants will be referred to together as “Activision Blizzard”;
13. Activision Blizzard develops and distributes videogames through subsidiary studios, publishers, and support services in Canada including Beenox (Québec City, Québec); DemonWare Vancouver (Vancouver, BC); Radical Entertainment (Vancouver, BC); and corporate offices in Toronto, Ontario, and Barrie, Ontario;
14. Defendant Infinity Ward Inc. is a legal person incorporated under the laws of the state of Delaware;
15. Defendant Treyarch Corp. is a legal person incorporated under the laws of the state of Delaware;



16. Defendant Sledgehammer Games, Inc. is a legal person incorporated pursuant to the laws of the state of Delaware;
17. Defendant Raven Software Corporation is a legal person constituted under the laws of the state of Wisconsin.
18. The Defendants Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer, Raven, and operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Call of Duty series with all the addictive features and technologies contained therein including to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;
19. The Defendants Activision Blizzard also acted in designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming World of Warcraft series, the Overwatch series, and Battle.net series with all the addictive features and technologies contained therein including to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;

War Drum, Take-Two, Rockstar – Grand Theft Auto

20. Defendant War Drum Studios LLC doing business as Grove Street Games is a legal person incorporated under the laws of the state of Florida;
21. Defendant Take-Two Interactive Software Inc. is a company incorporated under the laws of the state of Delaware. Defendant Take-Two Interactive Canada Inc. is a legal person incorporated pursuant to the laws of Ontario. Take-Two Interactive Canada Inc. is a wholly-owned subsidiary of Take-Two Interactive Software Inc. These Defendants will be referred to together as “Take-Two”;
22. Defendant Rockstar Games Inc. is a videogame publisher incorporated under the laws of the state of Delaware. Defendant Rockstar Games Toronto ULC is a legal person incorporated pursuant to the laws of Ontario. Rockstar Games Inc. is a wholly-owned subsidiary of the Defendant Take-Two Interactive Software Inc. These Defendants will be referred to together as “Rockstar”;
23. The Defendants War Drum, Take-Two, Rockstar, operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Grand Theft Auto series with all the addictive features and



technologies contained therein including to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;

Roblox

24. Defendant Roblox Corporation is a legal person constituted under the laws of the state of California. Defendant Roblox Canada Inc. is a legal person constituted under the law of British Columbia and is a wholly-owned subsidiary of the Defendant Roblox Corp. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Roblox series with all the addictive features and technologies contained therein including to residents of Québec and other Canadians, and generated substantial revenues from the sales of those products. Both Defendants will be referred to together as “Roblox”;

Epic – Valorant

25. Defendant Epic Games, Inc. is a legal person constituted under the laws of the state of Maryland. Defendant Epic Games Canada ULC is a legal person constituted under the laws of British Columbia. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling of the widely popular videogaming Valorant series with all the addictive features and technologies contained therein including to residents of Québec and other Canadians, and generated substantial revenues from the sales of those products. Both Defendants will be referred to together as “Epic”;

Sony – PlayStation

26. Defendant Sony Interactive Entertainment LLC is a legal person incorporated under the laws of the state of California. Defendant Sony Interactive Entertainment Canada Inc. is a legal person constituted under the laws of Ontario. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling all versions of the PlayStation console and/or providing access to the PlayStation Network and PlayStation Store and/or sold subscriptions to PlayStation Plus to residents of Québec and other Canadians and generated substantial revenue from the sales of those products. Both Defendants will be referred to together as “Sony”;
27. Sony acted in concert with Ubisoft, Electronic Arts, Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer, Raven, Take-Two, Rockstar, and Roblox to



distribute, market, supply, and/or sell Rainbow Six, Battlefield, Call of Duty Grand Theft Auto, and Roblox videogames and all in-game purchases and other in-game downloadable content featured therein on the PlayStation consoles, PlayStation Network, or through the PlayStation Store in an effort to increase Defendants' revenue at the expense of consumers;

Microsoft, Mojang – Xbox, Minecraft

28. Defendant Microsoft Corporation is a legal person incorporated pursuant to the laws of the state of Washington. Defendant Microsoft Canada Inc. is a video game publisher incorporated under the laws of Nova Scotia is a wholly-subsiary of the Defendant Microsoft Corporation. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, suppling, and selling all versions of the Xbox console including Xbox 360 and Xbox Series X and/or subscriptions to Xbox Game Pass and/or access to the Xbox Network (formerly known as Xbox Live) to residents of Québec and other Canadians and generated substantial revenue from the sales of those products. Both Defendants will be referred to together as "Microsoft";
29. Microsoft acted in concert with Ubisoft, Electronic Arts, Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer, Raven, Take-Two, Rockstar, Roblox, and Epic to distribute, market, supply, and/or sell Rainbow Six, Battlefield, Call of Duty, Grand Theft Auto, Roblox and Valorant video games and all in-game downloadable content and purchases contained therein in an effort to increase Defendants' revenue at the expense of consumers;
30. Microsoft acted in concert with Activision Blizzard to distribute, market, supply, and/or sell Overwatch and World of Warcraft video games and all in-game downloadable product upgrades and in-game microtransactions deliberately in order to increase Defendants' revenue at the expense of consumers;
31. On October 13, 2023, Activision was acquired by Microsoft for \$68.7 billion, as evidenced by a letter from the CEO of Microsoft Gaming to Microsoft employees and an article published by The Verge, attached herein *en liasse* as **Exhibit R-1**;
32. Since its acquisition of Activision and the videogame studios operating as Activision's subsidiaries, Microsoft has acted in concert with Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer Games, and Raven in designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, distributing, marketing, suppling, and/or selling the widely popular videogaming Call of Duty series, Warcraft series, and Battle.net series;
33. Defendant Mojang Synergies AB is a legal person with its principal place of business in the state of Washington. At all-times material to the present action,



Mojang designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled, prepared, distributed, marketed, supplied, and sold the video gaming Minecraft series with all the addictive features and technologies contained therein including to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;

34. As discussed in an article published in New York Magazine on September 15, 2014 and published herein as **Exhibit R-2**, Microsoft acquired Mojang Synergies and the Minecraft intellectual property for \$2.5 billion in September 2014;
35. Since its acquisition, Microsoft and Mojang acted in concert in designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, distributing, marketing, supplying, and/or selling the widely popular videogaming Minecraft series;

Nintendo – Switch

36. Defendant Nintendo of America, Inc. is legal person incorporated under the laws of the state of Washington. Defendant Nintendo of Canada Ltd. is a video game publisher incorporated under the laws of Ontario is a wholly-subsiary of the Defendant Nintendo of America, Inc. These Defendants operate as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of designing, developing, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, marketing, distributing, supplying, and selling all versions of the Nintendo Switch console and the Nintendo eShop to residents of Québec and other Canadians and generated substantial revenue from the sales of those products. Both Defendants will be referred to together as “Nintendo”;
37. Nintendo acted in concert with Take-Two, Rockstar, and War Drum to distribute, market, supply and/or sell the Grand Theft Auto videogames and all in-game purchases and in-game downloadable content featured therein with the deliberately purpose of increasing Defendants’ revenue at the expense of consumers;
38. Nintendo acted in concert with Mojang and Microsoft to distribute, market, supply, and/or sell the Minecraft videogame and all in-game downloadable content and in-game purchases contained therein in an effort to increase Defendants’ revenue at the expense of consumers throughout Québec and Canada;

Apple

39. Defendant Apple, Inc. is a legal person incorporated under the laws of the state of Delaware. Defendant Apple Canada Inc. is a legal person incorporated under the laws of Ontario. It is a wholly-owned subsidiary of Apple Inc. Both Defendants will be referred to together as “Apple”;



40. Apple acted in concert with Roblox, Ubisoft Activision Blizzard, Infinity Ward, Treyarch, Sledgehammer, Raven, Take-Two, Rockstar, War Drum, and Epic to distribute, market, supply, and/or sell the Roblox, Rainbow Six, Battlefield, Grand Theft Auto, Call of Duty and Valorant video games and all in-game downloadable content and purchases in an effort to increase Defendants' revenue at the expense of consumers throughout Québec and Canada;

Google

41. Defendant Google LLC is a limited liability company incorporated under the laws of the state of Delaware Google LLC. Defendant Google Canada Corporation is a wholly-owned subsidiary of the Defendant Google LLC. Both Defendants will be referred to together as "Google";
42. Google acted in concert with Activision Blizzard, Raven, Infinity Ward, Treyarch, Sledgehammer, Roblox, Ubisoft, Take-Two, Rockstar, War Drum, Mojang, and Microsoft to distribute, market, supply, and/or sell the Call of Duty, Roblox, Rainbow Six, Grand Theft Audio, and Minecraft videogames and all in-game downloadable content and in-game purchases contained therein in an effort to increase Defendants' revenue at the expense of consumers, throughout Québec and Canada;
43. Defendants Microsoft, Mojang, Google, Nintendo, and Roblox all acted in concert and entered in licensing agreements to deploy the same patents to keep players, especially minors, addicted to Defendants' videogames;

MSI, Bluestacks – Leopard

44. The Defendant MSI Computer Corporation is a legal person constituted under the laws of the state of California. At all times material to the present action, MSI designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled, prepared, distributed, marketed, supplied, and sold gaming desktop and notebook personal computers, including the GP65 Leopard model to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;
45. The Defendant BlueStacks by now.gg, Inc. doing business as BlueStacks is a legal person constituted under the laws of the state of Delaware. At all times material to the present action, MSI designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled, prepared, distributed, marketed, supplied, and sold its BlueStacks App Player and other cross-platform video game products for personal gaming desktop and notebook computers, including on MSI's GP65 Leopard gaming laptop to residents of Quebec and other Canadians, and generated substantial revenues from the sales of those products;



46. MSI acted in concert with BlueStacks and Microsoft to design, develop, distribute, market, supply, and/or sell notebook and desktop personal computers to be specifically used for video game play — and to be able to access and purchase all in-game microtransactions and in-game downloadable product upgrades contained in those video games — in an effort to increase Defendants' revenue at the expense of consumers;

C. The Situation

47. The Defendants are among the principal actors responsible for deliberately creating and exacerbating the phenomenon known as videogaming addiction as a strategy intended to maximize their profits;
48. Videogaming addiction is an international epidemic causing significant, deleterious and irremediable harm on the mental, emotional, financial and general well-being of youth and young adults of Canada and Québec and their families;
49. Videogame addiction is a scientifically documented mental health condition characterized by players' significantly reduced control over gameplaying and an overwhelming prioritization of gaming over other activities. As discussed in an extract of the American Psychiatric Association's (APA) website, attached hereto as **Exhibit R-3**, videogame addiction is the only behavioural disorder recognized in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5);
50. The APA suggests the effects or symptoms of internet gaming disorder (IGD) may be similar to those of other proposed psychological addictions and may also be considered as an impulse control disorder similar to compulsive gambling. The APA has developed nine criteria for characterizing internet gaming disorder: (1) preoccupation with internet games; (2) withdrawal symptoms when internet gaming is taken away; (3) tolerance, resulting in the need to spend increasing amounts of time engaged in internet games; (4) unsuccessful attempts to control participation in internet games; (5) loss of interests in previous hobbies and entertainment as a result of, and with the exception of, internet games; (6) continued excessive use of internet games and despite knowledge of psychosocial problems; (7) deceiving family members, therapists, or others regarding the amount of internet gaming; (8) use of internet games to escape or relieve negative moods; and (9) jeopardizing or losing a significant relationship, job, or education or career opportunity because of participation in internet games;
51. As highlighted in an extract of the World Health Organization's website, attached hereto as **Exhibit R-4**, videogame addiction has also been included the International Classification of Diseases, the World Health Organization's global classification system for physical and mental illnesses;
52. Videogame addicts are concentrated in the 12-20 age bracket and spend a minimum of 8-10 hours a day playing one or more videogames. Videogame addicts often go on dayslong gaming marathons without pausing for food or sleep.



Addicted video game players and users experience significant mental health issues including pronounced declines in cognitive processes, aggressive behaviour, loss of social function, stress, sleeping disorders, loss of impulse control, depression, verbal memory deficiency, and the inability to function in school and other social settings;

53. In 2008, the United States Federal Communications Commission identified videogame addiction as one of the main causes of students dropping out of American universities;
54. In 2023, the videogame industry's total global revenue was \$365.6 billion;
55. The dizzying and ubiquitous spread of videogame addiction is a direct and immediate result of the Defendants' individual and concerted predatory efforts deliberately intended to catalyze and exacerbate uncontrollable addictions to their videogaming products in order to maximize their profits;
56. The Defendants are responsible for the design, development, testing, patenting, assembling, manufacturing, publishing, packaging, labeling, preparing, distribution, marketing, supply, and/or direct or indirect sale of video games, platforms, hardware and other gaming products and services developed and designed with the specific purpose of causing and exploiting psychologically harmful videogame addiction in players and users;
57. The Defendants' videogames, gaming platforms, and other gaming products and services at issue in the present proposed class action are: Call of Duty, World of Warcraft, Battlefield, Roblox, Overwatch, Battle.net, Grand Theft Auto, Minecraft, Sony Playstation, PlayStation Network, PlayStation Store, PlayStation Plus, Xbox, Xbox 360, Xbox Series X, Xbox Game Pass, Xbox Network (formerly known as Xbox Live), Nintendo Switch, Nintendo eShop, the BlueStacks App Player, and the GP65 Leopard gaming laptop;
58. The Defendants particularly target children and adolescents with predatory, exploitative and manipulative videogaming products and services in light of the particular vulnerabilities associated with their developing minds. The region of the brain known as the prefrontal cortex – the locus of decision-making, judgment, and impulse control – continues to develop and reorganize during adolescence and does not achieve maximum capacity until the age of 25 to 30;
59. The Defendants have long been aware of the addictive and debilitating consequences of video game addiction – and of the vulnerability of their target audiences. The Defendants collaborate with behavioural scientists, neuroscientists and other mental health professionals to intentionally develop and enhance the predatory and addictive nature of their video games to increase the length and frequency of gameplay and to maximize their profits;



60. Profit maximization is notably ensured through the proliferation of microtransactions, pursuant to which gamers use real money to purchase in-game rewards, features, and other elements of the videogame that are not otherwise accessible. The longer and more frequently videogame addicts spend playing games, the higher the amount of money they disburse to complete microtransactions and the more the Defendants maximize their profits at the expense of videogame addicts whose addictions they helped create and continue to exacerbate through their predatory and exploitative videogaming products;
61. The Defendants design, develop, and deploy several predatory and manipulative strategies to maximize the monetization of players' frequent and lengthy gameplay. These strategies include, but are not limited to:
- a. "Chasing": enticing players to continue playing to retrieve any money just lost;
 - b. The "near miss": using exciting graphics, express or subliminal messaging to convince players of how close they were to winning, and encourage them to continue playing;
 - c. The so-called "sunk cost effect": rationalizing the continued spending of money precisely because of the amount a player has already expended;
 - d. "Fear of missing out" (colloquially referred to as "FOMO"): convincing that a special reward or prize is available only during a short time window and cannot be otherwise at any other time;
 - e. "Entrapment": convincing players they are on the cusp of winning, or have invested sufficiently to win, but that they will miss out on the win if they stop playing;
 - f. "Exclusivity": artificially making players feel special or unique or as being part of a select group to whom is being made available a special prize that can only be obtained immediately or by continuing to play;
62. Additional predatory, exploitative and manipulative tactic employed in some of the Defendants' games include providing players with free temporary or limited possession of certain gaming items or features to encourage additional purchasing and providing only limited, misleading and misrepresentational disclosure concerning the conditions of sale. Additional items are also given as rewards to players determined to be playing for lengthy periods of time in order to encourage further gameplaying and expenditures on fee-based items;
63. The Defendants also exploit the information and otherwise general power asymmetry they enjoy over gamers by using automated mechanisms for collecting and using individual player data to manipulate the nature, presentation and



frequency of purchasing offers in order to further maximize generation of profit at addicted gamers' expense;

64. The lengthier and more frequent an addicted gamer's gameplay, the more the Defendants are able to aggregate gameplay data, personal information and other data about that player and deploy personalized predatory, manipulative, and exploitative schemes that simultaneously exacerbate players' videogame addictions and increase the Defendants' profits;
65. The Defendants deliberately and intentionally foment, perpetuate, and exacerbate videogame addictions in young persons in order to ensure their long-term engagement and financial exploitation to the Defendants' monetary benefit;
66. Despite directly or constructively fixed with undeniable scientific evidence of the deleterious consequences of videogaming addiction and their videogame products' direct and immediate link to its emergence and exacerbation in gameplayers, the Defendants have deliberately continued to conceal and misrepresent the addictive nature of their video game products, as well as the clearly documented associated harms to players' and users' mental health, social relations, educational outcomes, and finances;
67. The deliberate and intentional nature of the Defendants' predatory, exploitative, manipulative and pernicious strategies is directly evidenced by their persistence in the face of their knowledge, recklessness, wilful blindness, indifference, and/or callous and wanton disregard for, to, or of the significant, irremediable, and legally cognizable injuries to videogame players directly and immediately caused by their respective videogaming products and services;

Roblox

68. Roblox is an online "social gaming platform" and game creation system that allows users to program games and play games created by other users;
69. Roblox has generated \$2.2 billion in revenue in 2022, which represents a 16% increase from 2021, a figure that was itself a 107% increase from its 2020 revenues. There are more than 66 million current daily active users of Roblox and over 217 million monthly active users;
70. Roblox is currently available on essentially every device, including mobile phones, gaming consoles and computers;





71. Roblox is marketed to educators, encouraging its use and integration in learning environments and curricula:



Minecraft

72. Minecraft is a "sandbox game" in which players explore a blocky, procedurally generated, three-dimensional world with virtually infinite terrain;
73. Minecraft can be played on PC, various gaming consoles, and mobile devices, and has over 163 million monthly active players. Minecraft's revenue in 2022¹ was \$380 million, from the various gaming platforms on which it is available;
74. Minecraft is marketed to educators as a pedagogical tool to be used in school:

GET MINECRAFT EDUCATION FOR YOUR CLASSROOM

Engage students in game-based learning across the curriculum.

Minecraft Education is a game-based platform that inspires creative, inclusive learning through play. Explore blocky words that unlock new ways to take on any subject or challenge. **Download** Minecraft Education to get started with a free demo.

RESOURCES

Explore 500+ lessons, immersive worlds, challenges, and curriculum all at your fingertips.

[Learn More](#)



Call of Duty

75. Call of Duty is a first-person shooter game series that simulates infantry and combined arms warfare. Twenty-two (22) versions of the game have been released;
76. Call of Duty is the fourth best-selling videogame franchise in global history, and the most successful videogame franchise created in the United States. As of April 2021, the series has sold over 400 million copies worldwide;
77. Several of the twenty-two (22) Call of Duty versions include “battle passes” that allow users to unlock additional levels of game play for a stipulated price:



If you've already experienced the full version of *Call of Duty: Black Ops Cold War* or *Modern Warfare*, you are probably familiar with the Battle Pass system. For those that aren't, here's how it works:

The Battle Pass has 100 tiers of content for you to progress through and earn once you've purchased the Battle Pass.

To advance through these tiers, you simply play the game (either *Warzone*, *Black Ops Cold War*, or *Modern Warfare*). The longer you play, the more Tier progress you get. Sometimes, there are events where Double Tier progress can be gained, and it does exactly what you'd expect; double the rate at which you get Battle Pass Tiers through time played.

Through the Battle Pass system, everyone can unlock and enjoy tiers of free content, and all functional content that has an impact on game balance, including base weapons and attachments, can be unlocked simply by playing the game.

So, to recap: you play the game, you get Battle Pass Progress which unlocks Tiers, and then you get rewards from Tiers. Yes, it's that simple.

78. Twenty (20) of the first 100 levels of Call of Duty can be played for free, but gameplay can only be subsequently continued if the gameplayer pays 1,000 "Call of Duty Points" equating to \$9.99 in real-world currency:

Free Tiers (of the Battle Pass system): Everyone can earn over 20 free tiers of content, including two functional weapons just by playing.

Wartracks: Among the rewards that can be earned at specific Free Tiers are Wartracks, packs of popular songs from the *Call of Duty* universe and in the real world! Equip a track to a specific vehicle in the Vehicle Customization menu (like Battle Horns), then as soon you hop in, the music gets turned up. Your entire squad can listen to the beat while you drive, and let the song guide you to your primary objective – survival.

Battle Pass: Players looking for the ultimate customization can purchase the Battle Pass for 1,000 *Call of Duty* Points and get access to unlock up to 100 tiers of content. These Tiers include scores of Rare, Epic, Legendary, and occasionally Ultra weapon blueprints, Operator skins, Operator Missions, and more, including a new Operator at Tier C in most, if not all, seasons.

Dual Reward Tiers: Some tiers within the Battle Pass include two rewards: one for *Black Ops Cold War* and one for *Warzone*. These are marked within the Battle Pass, offering those who own *Black Ops Cold War* with their own special item in addition to one they can use in *Warzone*.

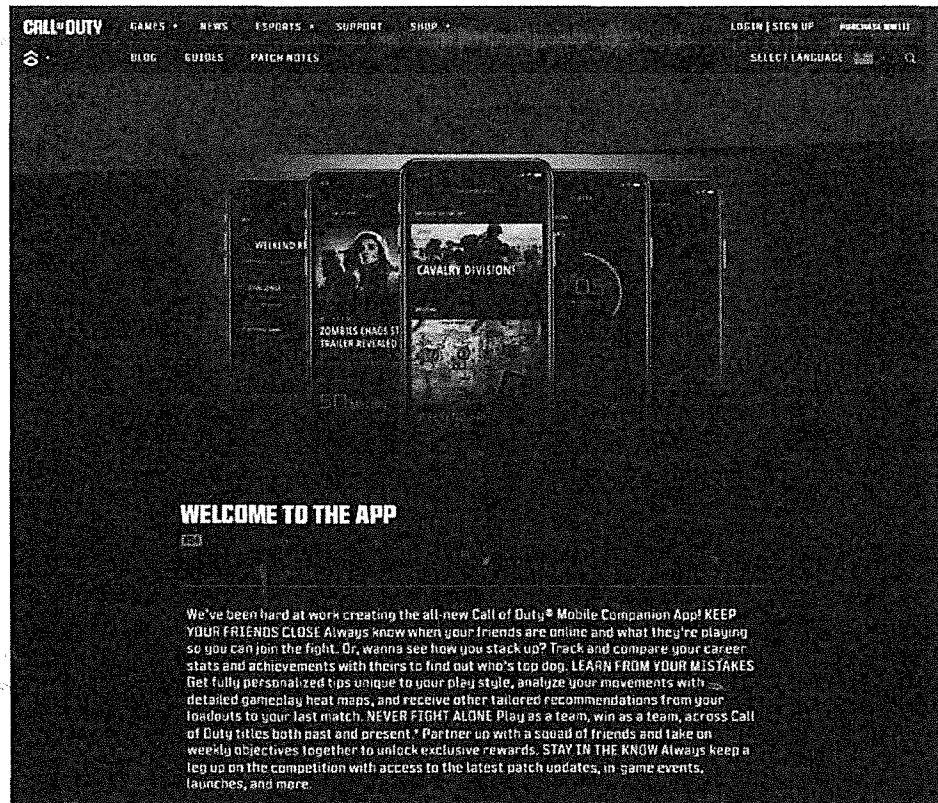
Battle Pass Bundle: Purchase the Battle Pass Bundle and get access to everything you get with the Battle Pass, plus 20 Tier skips which grant instant access to your next 20 tiers of content.

Tier Skips: Buy individual Tier skips for 150 COD Points.

You can purchase at any time without missing any content. If you choose to purchase the Battle Pass after already ranking up a few tiers, no problem! You'll immediately be awarded everything from the Tiers you have already unlocked through gameplay.

79. Call of Duty includes a microtransactions feature known as "Advanced Supply Drops," which are earned through gameplay or are purchasable through stores. The aim of these "Drops" is for players to remain engaged and spending money in the game for extended periods of time by preying on users' psyche and mental stage of development;
80. A Call of Duty App has also been launched as a companion product to the game and is available to minors and adults indiscriminately. The App provides links to E-Sports betting sites, announcements of upcoming tournament events, and publishes the gaming stats of users, including minors based on collected users' game usage and other data:

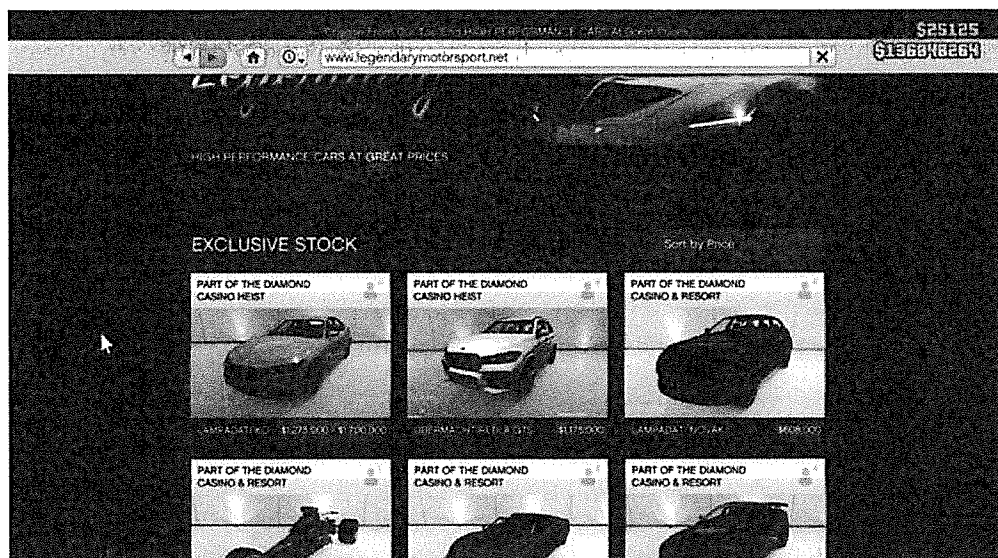




Grand Theft Auto

81. Grand Theft Auto is a videogame series of action-adventure games focusing on an open world where players complete missions to progress an overall story, as well as engage in various side activities;
82. Grand Theft Auto games can be played on Mac and PC computers, various gaming consoles, and mobile devices. Grand Theft Auto has been played by over 30 million individuals worldwide;
83. Grand Theft Auto V, released in 2013, is the second-best selling videogame of all time, having sold over 185 million copies. In total the Grand Theft Auto franchise has generated over \$8.33 billion in revenue since 2013;
84. Players can earn in-game "money" through missions and activities in the game — or by purchasing the in-game funds with real-world money — which can then be used to buy items to be used by their characters in the Grand Theft Auto games, such as additional guns, clothing, accessories, and cars:





85. In addition to the downloadable content available for purchase in the game, free content is occasionally released to ensure gamers keep playing. By being encouraged to keep playing and build habits around GTA, gamers are more likely to spend real-world funds within the game;

Rainbow Six

86. Rainbow Six is an online tactical shooter video game. The series today consists of over 20 separate games, in which players virtually travel around the world hunting down terrorists as part of a global anti-terrorist unit;
87. As of 2021, the Rainbow Six Siege version of the series had over 70 million registered players across platforms. Ubisoft's 2021-2022 investor report states that the Rainbow Six game series generated €300 million, or nearly US\$317 million;
88. The game modes and maps are available for free, but new characters and weapon skins require in-game currency known as "Renown" to purchase. Players can accumulate Renown by playing the game but can also purchase it with real-world funds;
89. "R6 Credits" are another in-game currency that can only be purchased with real money to obtain premium weapon skins in the game. Credit packs are available in varying amounts at varying costs: 600 credits cost \$4.99; 1,200 credits cost \$9.99; 2,400 credits cost \$19.99; 4,200 credits cost \$34.9; 6,000 credits cost \$49.99; and 12,000 credits cost \$99.99;
90. The credit bonuses players can obtain by buying expensive currency packs incentivizes them to buy more to obtain more downloadable content in the game;

Battlefield



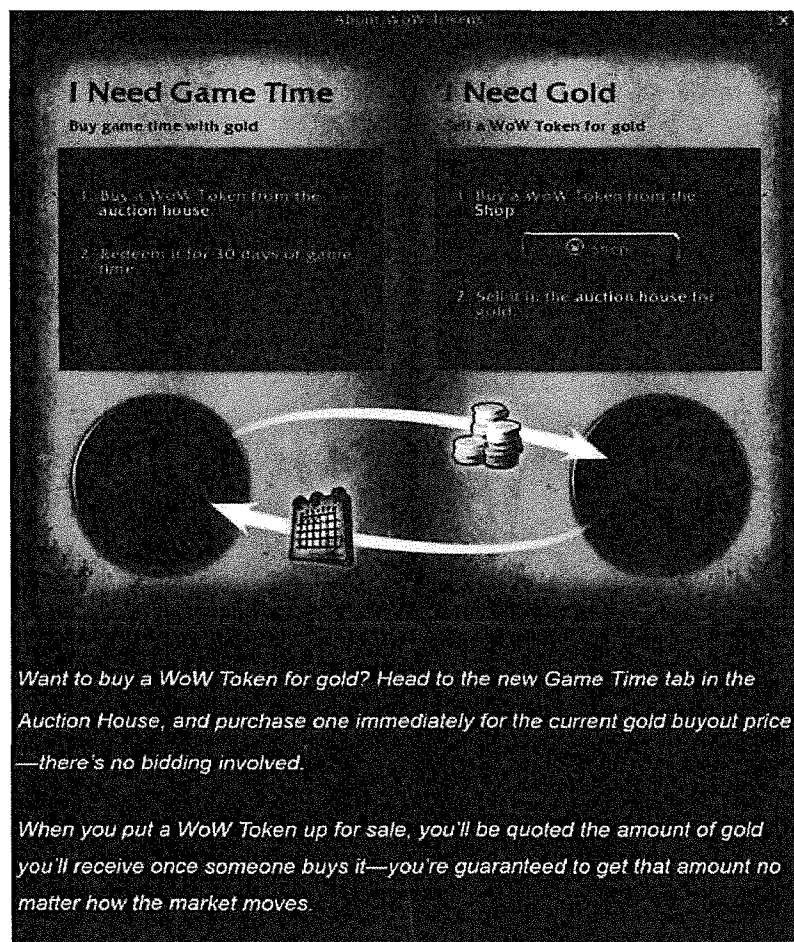
91. Battlefield is a series of first-person shooter video games;
92. The Battlefield series averages thousands of players per day and has sold 88.7 million copies combined;
93. The Battlefield games promote player engagement and their concomitant addiction by including tactics such as player ranking, determined by the amount of Experience Points or "XP" accumulated by the player. XP is earned by playing matches, so the more a player plays, the higher they rank;
94. Daily and weekly challenges foment and perpetuate gameplaying habits in users, as they encourage them to continually log in daily. The Battlefield games also employ special campaigns featuring specific tasks or assignments for special rewards. Players are thus incentivized to play longer trying to complete these special challenges which are designed to seem limited and often involve exclusive rewards;
95. Players are also encouraged to purchase in-game content, including battle packs and battle passes that unlock additional content. To expand the game beyond the "free" path containing several unlockable items, players are required to upgrade to a "premium" path with exponentially more progression opportunities, weapons, and other game content. As a result, the more and the faster a player wants to advance in the game, the more they are required to spend in real-world funds;

World of Warcraft

96. World of Warcraft is a massive multiplayer online role-playing game originally released in 2004. Nine major expansion packs have since been released: The Burning Crusade (2007), Wrath of the Lich King (2008), Cataclysm (2010), Mists of Pandaria (2012), Warlords of Draenor (2014), Legion (2016), Battle for Azeroth (2018), Shadowlands (2020), and Dragonflight (2022). Additional expansion packs are planned for 2024 and ongoing;
97. World of Warcraft is one of the highest-grossing video game franchises of all time, with over one hundred million registered user accounts by 2014 and over \$9.23 billion in gross revenue by 2017;
98. To play World of Warcraft, gamers are required to pay for a Battle.net subscription using a credit or debit card, prepaid Blizzard game cards, or using a World of Warcraft Token purchased during gameplay;
99. World of Warcraft is sold via the Battle.net product and also distributed and sold via retail software packages;



100. The retail software package include 30 days of free gameplay; to continue playing World of Warcraft after the initial 30 days, gamers must purchase additional play time using a credit card or prepaid game card. The minimum gameplay duration a player can purchase using a credit card is 30 days, but if using a prepaid game card the player can purchase an additional 60 days. Another option available to gamers is to buy 3 or 6 months of gameplay at once at a 6–15% discount from the otherwise applicable rate;
101. World of Warcraft began allowing gamers to sell in-game gold for real money in April of 2015. When a player visits the virtual in-game Auction House, the player is provided with the current market price for a World of Warcraft Token in the player's game region. A player may spend \$20 on a one-month "game time token" that can be sold for in-game gold on the Auction House;
102. World of Warcraft Tokens alone generate more than \$30 million per year in profit. The Token was created to enable players with additional reserves of in-game gold the option to use it to help cover their subscription cost and to also give them an option of purchasing gold from other players:



103. As a result, virtual gold can be valued in USD based on Token prices. At current rates, the exchange rate for World of Warcraft in-game gold to U.S. Dollars is 1 million in World of Warcraft gold equals about \$120;
104. Through this virtual economy, they have created a currency exchange for World of Warcraft gamers that can add up to more than \$150 million “virtual gold” being cashed out or exiting the game economy annually. By including the World of Warcraft virtual gold exchange as part of the game design, it encourages and rewards players who spend more time playing the game;
105. World of Warcraft is likely the most addictive video game product ever made, and is colloquially called referred to as “digital crack”;
106. Another aspect of the World of Warcraft design is the “Warden” system, which detects third-party programs and analyzes other software running on gamers’ personal gamers’ computer and file system, including the title of every window open on the gamers’ personal computers while they are playing the game. The built-in system acts as spyware and sends this information back to Activision Blizzard, in violation of gamers’ privacy rights;

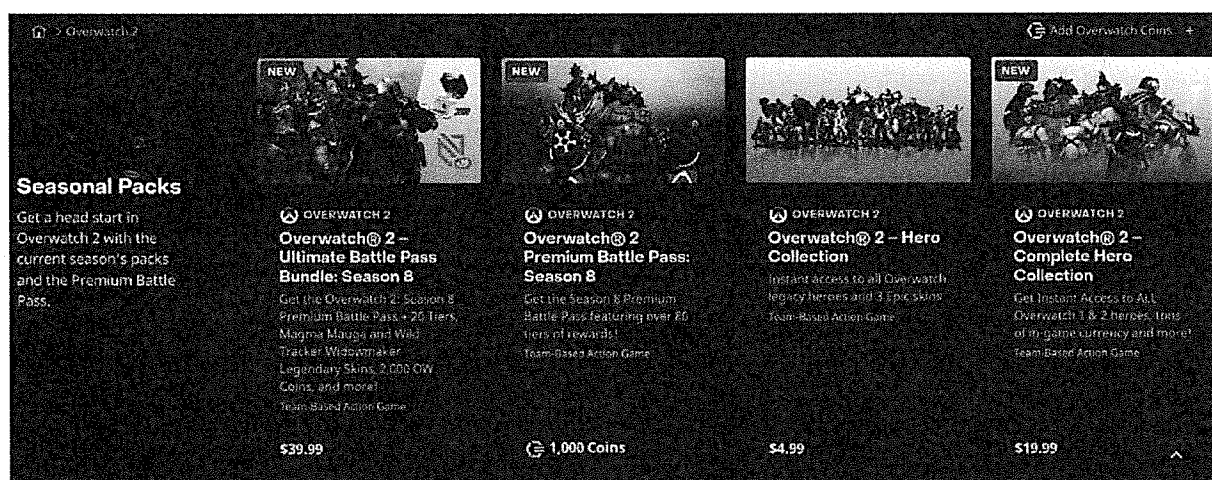
Overwatch

107. Overwatch is an online multiplayer first-person shooter video game series that was first released in 2016 and features traditional gameplay modes and hero-based combat between two teams of players competing over various objectives;
108. Overwatch can be played on PCs using the Battle.net product. It can also be played various gaming consoles, including PlayStation, Xbox, and Nintendo Switch without using the Battle.net product;
109. Overwatch reported over \$1 billion in revenue in the first year of release;
110. Released on October 4, 2022, Overwatch 2 currently averages 1.7 million players per day, and attracted over 35 million active users in the first month of its release. Overwatch 2 generated over \$100 million in revenue in the first three months after its release;
111. In order to draw players each day, Overwatch offers periodic login rewards for users who play consistently, as well as seasonal events in the game;





112. The initial Overwatch game included loot boxes for players to purchase. Loot boxes were, however, replaced in Overwatch 2 with a Battle Pass and in-game microtransactions:



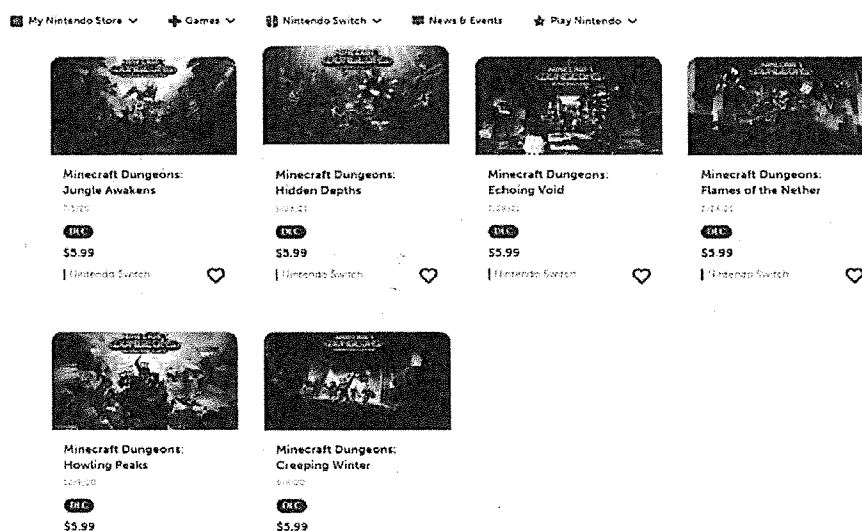
113. The Overwatch games were and are designed with in-game products that can be purchased or unlocked by earning in-game currency, known as the Overwatch League Token. As an enormous amount of play is necessary to earn enough Overwatch League Tokens to purchase in-game product upgrades, it was encouraged that users to spend their own real-world money to advance in the video game;

Battle.net

114. Battle.net is an Internet-based online videogaming platform, videogame store, and social networking product for use with Overwatch, World of Warcraft and other video games designed, developed, and supplied by Activision Blizzard;
115. Battle.net was released in 1996 as a required product to be used by gamers who purchased Blizzard's videogames for play on personal computers. Battle.net is directly incorporated into some of Blizzard's video games, including World of Warcraft and Overwatch;

Nintendo Switch and Nintendo eShop

116. Nintendo is the manufacturer of the gaming console known as Nintendo Switch. Through the Switch, Nintendo provides a platform known as the Nintendo eShop for gamers to download certain games and play them on the Switch console. This includes the popular Call of Duty, World of Warcraft, Battlefield, Roblox, Overwatch, Battle.net, Grand Theft Auto, and Minecraft videogame series;
117. Once a game is downloaded, Nintendo provides a framework, through the eShop, to initiate in-game purchases and process transactions:



118. Nintendo keeps an exchange of all revenue generated by the microtransactions and in-app purchases they permit developers to sell in the Nintendo eShop;

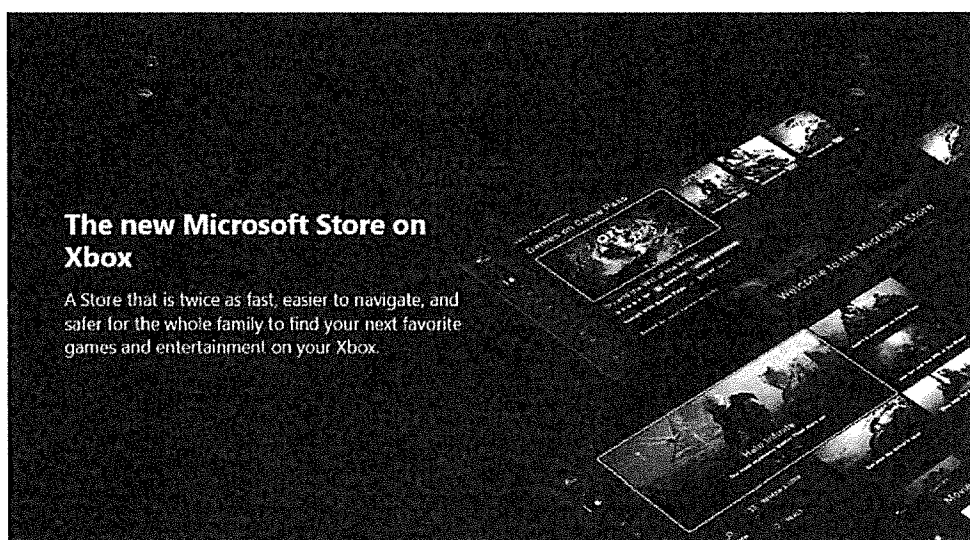
Google Play

119. The Google Play app provides a platform for users to download certain games and play them on Android mobile devices. This includes the popular Call of Duty, World of Warcraft, Battlefield, Roblox, Battle.net, Grand Theft Auto, and Minecraft videogame series;
120. Once a game is downloaded, Google provides a framework, through Google Play, to initiate in-game purchases and process transactions.
121. Google takes 30% of all revenue generated by these microtransactions and in-app purchases per its agreements with game developers who have contracted to sell games via the Google Play app;

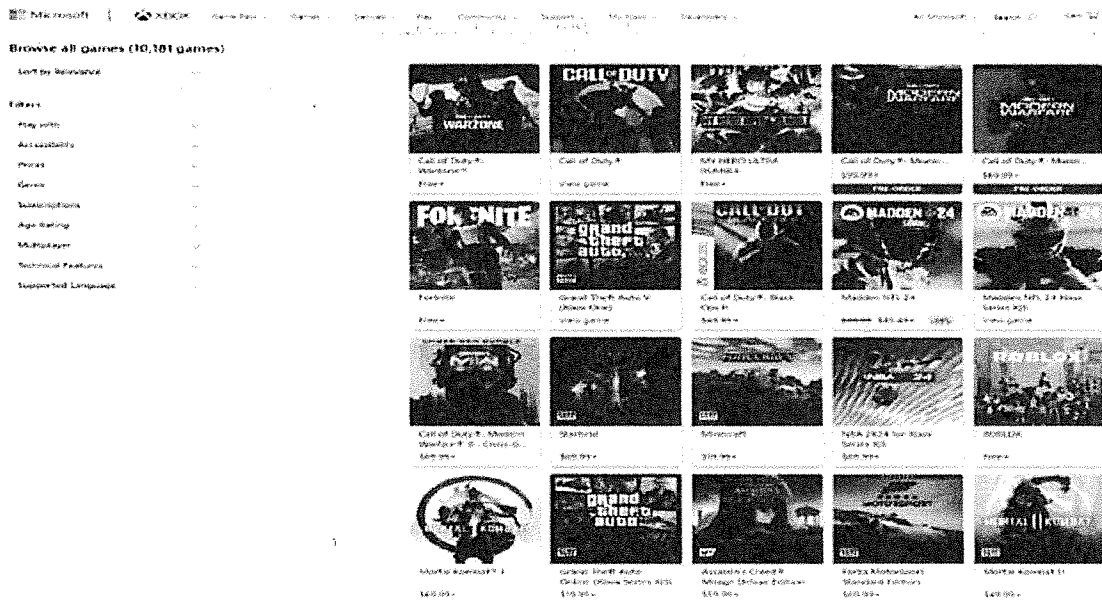
Xbox Series X, Xbox Game Pass, and Xbox Cloud Gaming



122. Microsoft is the manufacturer of the Xbox gaming consoles and also develops and maintains the Xbox Store;
123. Microsoft has manufactured and released five versions of its Xbox consoles: Xbox (1st Generation), Xbox 360 (2nd Generation), Xbox One (3rd Generation), Xbox Series X (4th Generation), and Xbox Series S (4th Generation);
124. Each Xbox console, including Xbox 360, provides users the ability to play video games using a hard copy of the video game, a digital copy downloaded from Microsoft Store, using the Xbox Network (formerly known as Xbox Live) and/or using Xbox Game Pass Cloud Gaming;
125. The Xbox Store is a platform through which users can purchase and download thousands of games and their respective downloadable content. Microsoft's marketing for the Xbox store includes representations of it being "safer for the whole family" to use:



126. Xbox Game Pass is a paid tiered subscription service offered by Microsoft that provides users access to online games. The highest tier is known as Xbox Game Pass Ultimate and has access to Xbox Cloud Gaming;
127. Xbox Cloud Gaming is Microsoft's Xbox cloud gaming service and was launched for subscribers of Xbox Game Pass Ultimate on September 15, 2020, as part of an ongoing \$17 per month subscription. Xbox Cloud Gaming operates by linking the device to a remote server in the cloud. Gameplay is saved in the cloud and can be accessed and played from numerous devices at any given location and a console is no longer required;
128. Games can be accessed instead from the Xbox Cloud Gaming content library that includes thousands of games spanning every game rating category:



129. Once a game is downloaded to a gamer's Xbox console or made available on the Xbox Network, Microsoft provides video game developers and publishers a framework to initiate and process in-game purchases and microtransactions through the Xbox Store and Xbox Cloud Gaming. This enables game developers to sell microtransactions and/or loot boxes through Microsoft's video game products. In exchange, Microsoft keeps an unknown percentage of all revenue generated by these microtransactions and in-app purchases;
130. Xbox Game Pass Ultimate (the subscription plan that includes Xbox Cloud Gaming) also offers users daily, weekly, and monthly "quests" that can be completed for varying amounts of Microsoft Reward points:

How it works

Xbox Game Pass Ultimate and Console plan members can earn Microsoft Rewards points by playing games from the Xbox Game Pass library. Here's how to get started.

1.

Browse current Quests

Check out current Quests on your Xbox console in the Xbox Game Pass section or on your Xbox Game Pass mobile app. New Quests are added every day.

2.

Participate in Quests

Find the list of Quests in the Xbox Game Pass membership area on your Xbox console or on the Xbox Game Pass mobile app. You will receive an instant notification when your Quest is ready to be turned in.

3.

Claim and track your points

Go to the Xbox Game Pass area on your Xbox console or on your Xbox Game Pass mobile app to claim and track your points.

4.

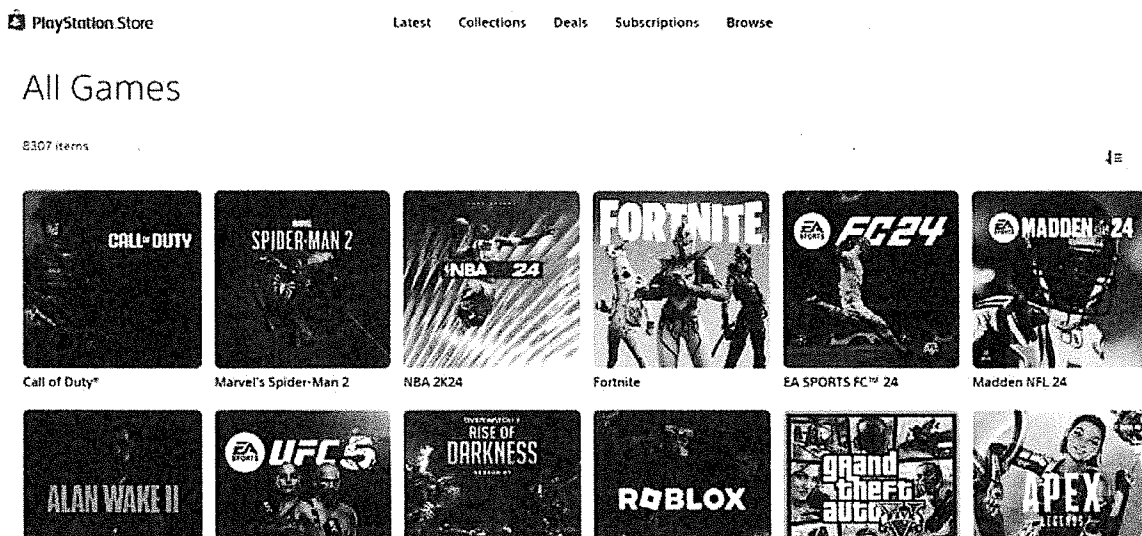
Redeem points

Head to the Microsoft Rewards app to spend your points! Redeem points for Xbox gift cards and use for in-game content, games, devices, movies, apps accessories and more.

131. Microsoft previously announced that over 20 million people have streamed video games using Xbox Cloud Gaming;

Sony PlayStation 4, PlayStation Store, and PlayStation Plus

132. The PlayStation Store is a platform through which users can purchase and download thousands of games and their respective downloadable content:



133. Among this vast selection, Grand Theft Auto, Call of Duty, and Roblox are available through the PlayStation Store and PlayStation Plus;

134. After a game has been downloaded, Sony provides a framework to initiate and process in-game purchases and microtransactions through the PlayStation Store, also enabling game developers to sell microtransactions and/or loot boxes through



the PlayStation platform. As consideration, PlayStation keeps a percentage of all revenue generated by these microtransactions and in-app purchases;

135. PlayStation Plus is a paid tiered subscription service and provides users access to online multiplayer games. Three membership plans are offered, each with different features and costs.
136. The “Essential” tier offers users monthly downloads of PlayStation games and the ability to play online multiplayer games for \$9.99 per month. The “Extra” tier offers the same features as the Essential tier, but with access to the PlayStation Game Catalog of hundreds of games. The “Premium” tier provides the same features as the Essential and Extra tiers, but also provides access to the Classics Catalog and cloud streaming;
137. As of March 2023, PS Plus had over 47 million subscribers;
138. Sony’s latest advertising slogan for the PlayStation 5 —“Play Has No Limits”— encourages users across the world to engage in limitless video game play:



MSI GP65 Leopard Gaming Laptop and BlueStacks App Player

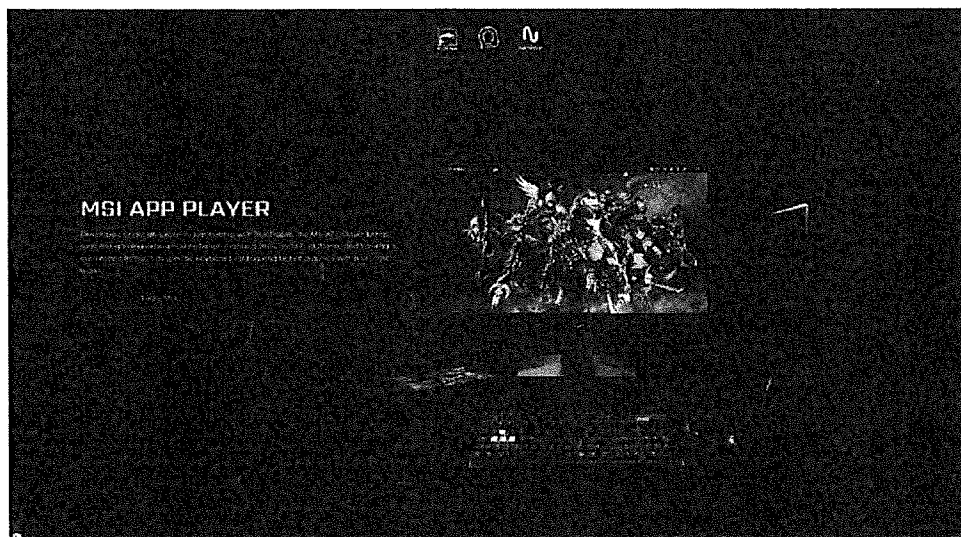
139. MSI is one of the leading designers and manufacturers of gaming personal computers in the world. MSI also offers a reward program to keep gamers using and purchasing MSI video gaming products and to continue engaging with MSI:



140. The GP65 Leopard laptop model, like other MSI gaming computers, are designed to work with Microsoft Windows operating system and are distributed with it preinstalled;
141. MSI gaming computers, including its GP65 Leopard laptop model, are further designed to work with BlueStacks' App Player. BlueStacks designed the App player and other cross-platform and cloud-based products that enable the execution of Android game applications on computers running on Microsoft Windows or macOS specifically for use with MSI gaming computers:



142. BlueStacks' App Player is also known as MSI App Player and is a video game product that enables consumers to play millions of games on MSI's gaming computers. Upon purchase of a MSI gaming computer, including a GP65 Leopard laptop model, consumers are required to download the MSI App Player:



143. The BlueStacks App Player provides consumers with a UTC time converter and automatically informs gamers – including minors and young adults – of live video games and events that are not in the same time zone of the user. The time

converter automatically adds the event on users' Google calendar to keep them from missing a game or event;

144. Consumers who purchased MSI gaming laptops cannot uninstall the BlueStacks App Player, on which millions of games are made available to minors and other consumers. Once a game is downloaded, BlueStacks provides a framework to initiate and process in-game purchases and microtransactions through the App Player. This framework allows game developers to sell microtransactions and/or loot boxes through the App Player, including the crypto wallet;

US Class Actions

145. Class Action complaints have also been filed in the United States against all or some of the Defendants alleging substantially similar allegations to those raised in the present application. A copy of these Class Action Complaint and a Memorandum In Support of Applicant's Motion for Transfer of the various complaints to the United District Court for the Western District of Missouri or the Eastern District of Arkansas for coordinated or consolidated pretrial proceedings are attached hereto *en liasse* as **Exhibit R-5**;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

146. The Applicant's son is sixteen (16) years old and began playing videogames at the age of six (6). He is severely addicted to videogames including Call of Duty, World of Warcraft, Roblox, Grand Theft Auto, and Minecraft videogame series. He owns, a Nintendo DS, a PlayStation, an X-Box, and a Nintendo Switch;
147. In association with the above, the Applicant's son has been required to access the PlayStation Network, PlayStation Store, and the Nintendo eShop in order to continue the play videogames;
148. The Applicant's son's videogaming addiction symptoms include, but are not limited to: depression, aggressiveness, cognitive decline, severe relational and social interaction deficiencies, and troubles with his eyesight;
149. As a result of videogaming addiction caused by the Defendants' videogaming products, The Applicant's son has dropped out of high school, does not eat properly, neglects his hygiene, pays hundreds of dollars for microtransactions, and encounters severe difficulties with fulfilling his employment responsibilities;
150. The Applicant's son has repeatedly attempted and failed to quit playing videogames, both temporarily and permanently, but the effects of his videogame addiction are so severe as to make this impossible. This situation has caused problems and arguments at home;
151. The Applicant is claiming physical, psychological and moral damages for both herself and her son as well as associated economic injuries;



152. The Applicant and Applicant's son's injuries are a direct and proximate result of the Defendants' conduct;

III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH OF THE MEMBERS OF THE CLASS

153. Every Member of the Class has or will suffer the legally cognizable injuries as alleged herein;

154. All of these injuries to the Class Members are an immediate and direct proximate result of the Defendants' conduct;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

- A. The composition of the Class makes it difficult or impracticable to apply the rules of mandate to sue on behalf of others or for consolidation of proceedings

181. The Applicant is unaware of the specific number of persons in resident in Quebec affected by this class action

182. Class Members are numerous and scattered across the entire province and country;

183. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants;

184. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;

185. Also, a multitude of actions risks resulting in contradictory judgments on questions of fact and law that are similar or related to all members of the Class;

186. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them in one action;

187. In these circumstances, a class action is the only appropriate procedural vehicle for all of the members of the Class to effectively pursue their respective rights and have access to justice;

- B. The claims of the members of the Class raise identical, similar or related issues of law or fact



189. Individual issues, if any, pale by comparison to the numerous common issues that are central to the outcome of the litigation;
190. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Defendants' misconduct;
191. The Members' claims raise identical, similar or related issues of fact or law:
- a. Did the Defendants design and develop their videogaming products to be psychologically addictive?
 - b. Did the Defendants fail to warn consumers of the risk of internet gaming disorder and/or addiction inherent in or associated with use of their videogaming products;?
 - c. Did the Defendants conceal the addictive nature of their videogaming products and/or misrepresented the safety of their videogaming products to the public?
 - d. Did the Defendants know or should they have known of the adverse impact of prolonged video-game use on brain development and brain injury to minors, young adults, and neurodivergent individuals?
 - e. Does the prolonged use of Defendants' videogaming products causes injury?
 - f. Did all or any combination of the Defendants conspire to deliberately use psychologically manipulative strategies to foment, perpetuate and exacerbate videogame addictions in users?
 - g. Were the Defendants negligent in their development, setup, management, maintenance, and operation of any parental controls?
 - h. Did any of the Defendants collect and maintain personal information from minors without parental consent?
 - i. If the answer to any or all of the above questions is affirmative, did the Defendants' conduct engage their liability toward the members of the Class?
 - j. Are the Defendants liable to pay compensatory damages to the Class Members?
 - k. Are the Defendants liable to pay aggravated or punitive damages and, if so, in what amount?
192. The interests of justice favour that this application be granted in accordance with its conclusions;



V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

193. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages;

194. The conclusions the Applicant seeks by way of the present application to institute proceedings are as follows:

GRANT the class action of the Applicant and each of the members of the Class;

RESERVE the right of each of the members of the Class to claim future damages related from the Defendants;

DECLARE the Defendants liable for the damages suffered by the Applicant and each of the members of the Class;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

A. The Applicant requests that she be attributed the status of representatives of the Class

195. The Applicant is a member of the Class;



196. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wish to represent and are determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary for the present action before the Courts and the Fonds d'aide aux actions collectives, as the case may be, and to collaborate with their attorneys;
197. The Applicant has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
198. The Applicant has mandated the undersigned attorneys to obtain all relevant information with respect to the present action and intend to keep informed of all developments;
199. The Applicant, with the assistance of her attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
200. The Applicant has given instructions to the undersigned attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;
201. The Applicant is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;
202. The Applicant understands the nature of the action;
203. The Applicant's interests are not antagonistic or otherwise adverse to those of other members of the Class;
204. The Applicant is prepared to be examined out-of-court on their allegations, as may be authorized by the Court, and to be present for Court hearings, as may be required and necessary;
205. The Applicant has spent time researching this issue on the internet and meeting with the undersigned attorneys to prepare this file. In so doing, she is convinced that the problem is widespread;
- B. The Applicant suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal
206. Several members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;



207. The Applicant's attorneys practice their profession in the judicial district of Montreal;

208. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages;

ASCRIBE the Applicant the status of representative of the persons included in the class and subclass herein described as:

Group

- All physical persons and their legal representatives resident in Quebec who have developed video game addiction/ internet gaming disorder after using video games, gaming platforms, gaming hardware or other gaming products that were designed, developed, manufactured, published, marketed, supplied, or sold by any of the Defendants. Excluded are persons already included in the class description of court file number 500-06-001024-195;

Sub-Group

- All physical persons and their legal representatives resident in Quebec who have paid for in-game downloadable content and in-game purchases ("Microtransactions") related to video games, gaming platforms, gaming hardware or other gaming products that were designed, developed, manufactured, published, marketed, supplied, or sold by any of the Defendants. Excluded are persons already included in the class description of court file number 500-06-001132-212;

IDENTIFY the principal issues of fact and law to be treated collectively as the following:

- a. Did the Defendants design and develop their videogaming products to be psychologically addictive?
- b. Did the Defendants fail to warn consumers of the risk of internet gaming disorder and/or addiction inherent in or associated with use of their videogaming products;?
- c. Did the Defendants conceal the addictive nature of their videogaming products and/or misrepresented the safety of their videogaming products to the public?



- d. Did the Defendants know or should they have known of the adverse impact of prolonged video-game use on brain development and brain injury to minors, young adults, and neurodivergent individuals?
- e. Does the prolonged use of Defendants' videogaming products causes injury?
- f. Did all or any combination of the Defendants conspire to deliberately use psychologically manipulative strategies to foment, perpetuate and exacerbate videogame addictions in users?
- g. Were the Defendants negligent in their development, setup, management, maintenance, and operation of any parental controls?
- h. Did any of the Defendants collect and maintain personal information from minors without parental consent?
- i. If the answer to any or all of the above questions is affirmative, did the Defendants' conduct engage their liability toward the members of the Class?
- j. Are the Defendants liable to pay compensatory damages to the Class Members?
- k. Are the Defendants liable to pay aggravated or punitive damages and, if so, in what amount?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Applicant and each of the members of the Class;

RESERVE the right of each of the members of the Class to claim future damages related from the Defendants;

DECLARE the Defendants liable for the damages suffered by the Applicant and each of the members of the Class;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;



CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty days from the judgment to be rendered herein in La Presse and the Montreal Gazette;

ORDER that said notice be available on the Defendants' websites, Facebook page(s), X accounts, and Instagram accounts with a link providing "Notice to [insert name of videogame or videogaming series] players";

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with legal costs, including all publication and judicial fees.

Montreal, April 16, 2024



CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein
Attorneys for the Applicant

SUMMONS

(Arts. 145 and following C.C.P.)

TO: **UBISOFT ENTERTAINMENT INC.**, 5000–5505 boulevard Saint-Laurent,
Montreal, Quebec, H2T 1S6

AND: **UBISOFT INC.**, 30700 Russellrand Rd, Suite 250, Westlake Village, California,
91362, USA

AND: **ELECTRONIC ARTS INC.**, 1209 Orange Street, Wilmington, Delaware, 19801,
USA

AND: **ELECTRONIC ARTS (CANADA) INC.**, 1800 510 West Georgia St., Vancouver,
B.C., V6B 0M3

AND: **ACTIVISION BLIZZARD INC.**, 251 Little Falls Drive, Wilmington, Delaware,
19809, USA

AND: **ACTIVISION PUBLISHING INC.**, 251 Little Falls Drive, Wilmington, Delaware,
19808, USA

AND: **BLIZZARD ENTERTAINMENT INC.**, 251 Little Falls Drive, Wilmington,
Delaware, 19808, USA

AND: **INFINITY WARD, INC.**, 21255 Burbank Blvd., Suite 600, Woodland Hills,
California, 91367, USA

AND: **TREYARCH CORP.**, 3240 Ocean Park Blvd., Santa Monica, California, 90405,
USA

AND: **SLEDGEHAMMER GAMES INC.**, 1001 Hillsdale Blvd., Suite 610, Foster City,
California, 94404, USA

AND: **RAVEN SOFTWARE CORPORATION**, 3100 Ocean Park Blvd, 1st Floor, Santa
Monica, California, 90405, USA

AND: **WAR DRUM STUDIOS LLC D/B/A GROVE STREET GAMES**, 1425 NW 6th
Street # 200, Gainesville, Florida, 32601, USA

AND: **TAKE-TWO INTERACTIVE SOFTWARE INC.**, 251 Little Falls Drive,
Wilmington, Delaware, 19808, USA

AND: **TAKE-TWO INTERACTIVE CANADA INC.**, 5770 Hurontario St., Mississauga,
Ontario, L5R 3G5



AND: **ROCKSTAR GAMES INC.**, 251 Little Falls Drive, Wilmington, Delaware, 19808, USA

AND: **ROCKSTAR GAMES TORONTO ULC** 586 Argus Road, Oakville, Ontario, L6J 3J3

AND: **ROBLOX CORPORATION**, 910 Park Pl., San Mateo, California, 94403, USA

AND: **ROBLOX CANADA INC.**, 1400C – 250 Howe Street, Vancouver, B.C., V6C 3S7

AND: **EPIC GAMES INC.**, 620 Crossroads Blvd, Cary, North Carolina, 27518, USA

AND: **EPIC GAMES CANADA ULC**, 2400 – 745 Thurlow, Vancouver, B.C., V6E 0C5

AND: **SONY INTERACTIVE ENTERTAINMENT, LLC.**, 2207 Bridgepoint Pkwy., San Mateo, California, 94404, USA

AND: **SONY INTERACTIVE ENTERTAINMENT CANADA INC.**, 1 Prologis Blvd #103, Mississauga, Ontario, L5W 0G2

AND: **MICROSOFT CORPORATION**, 1 Microsoft Way, Redmond, Washington, 98052, USA

AND: **MICROSOFT CANADA INC.**, 600–1741 Lower Water Street, Halifax, Nova Scotia, B3J 0J2

AND: **MOJANG SYNERGIES AB**, 1 Microsoft Way, Redmond, Washington, 98052, USA

AND: **NINTENDO OF AMERICA INC.**, 4600 150th Avenue NE, Redmond, Washington, 98052, USA

AND: **NINTENDO OF CANADA LTD.**, 650 West Georgia Street, Suite 3200, Vancouver, B.C., V6B 4P7

AND: **APPLE, INC.**, 1 Apple Park Way, Cupertino, California, 95014, USA

AND: **APPLE CANADA INC.**, 120 Bremner Blvd., Suite 1600, Toronto, Ontario, M5J 0A8

AND: **GOOGLE LLC.**, 1600 Amphitheatre Parkway, Mountain View, California, 94043, USA

AND: **GOOGLE CANADA CORPORATION**, 111 Richmond Street West, Toronto, Ontario, M5H 2G4

AND: **MSI COMPUTER CORPORATION**, 901 Canada Court, City of Industry, California, 91748 USA

AND: **BLUESTACKS BY NOW.GG, INC. D/B/A BLUESTACKS**, 2105 South Bascom Ave, Suite 380, Campbell, California, 95008, USA

TAKE NOTICE that the Applicant filed the present application in the office of the Superior Court, in the judicial district of Montreal.

YOU MUST answer this application in writing, personally or through a lawyer, at the Montreal Courthouse (the Palais de Justice) situated at 1 Notre Dame East, Montreal, Quebec, H2Y 1B6, Canada within 15 days of service of this motion or if you have no domicile, residence, or establishment in Quebec, within 30 days thereof. The answer must be notified to the Applicant's lawyer.

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

You may ask the court to refer the application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Applicant.

If the motion pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating motion.



If you qualify to act as an Applicant under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Applicant's legal costs will not exceed those prescribed for the recovery of small claims.

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

In support of the application, the Applicant intend to use the following exhibit(s):

Exhibit R-1 (*en liasse*): Letter from the CEO of Microsoft Gaming Phil Spencer to Microsoft employees entitled "Welcoming Activision Blizzard King to Team Xbox" dated October 13, 2023; and article published in The Verge on October 13, 2023 entitled "Microsoft completes Activision Blizzard acquisition, Call of Duty now part of Xbox";

Exhibit R-2: Article from New York Magazine published on September 15, 2014 entitled "What Is Minecraft, and Why Did Microsoft Just Pay \$2.5 Billion for It?";

Exhibit R-3: Extract from website of American Psychiatric Association, "Internet Gaming in *DSM-5*" dated January 2023;

Exhibit R-4: Extract from website of World Health Organization, "Addictive Behaviours: Gaming Disorder" dated October 22, 2020;

Exhibit R-5 (*en liasse*): A copy of the U.S. Class Action Complaints and a Memorandum In Support of Applicant' Motion for Transfer of the various complaints to the United District Court for the Western District of Missouri or the Eastern District of Arkansas for coordinated or consolidated pretrial proceedings;

Montreal, April 16, 2024



CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein
Attorneys for the Applicant

CONSUMER LAW GROUP INC.
1030 rue Berri, Suite 102
Montréal, Québec H2L 4C3
Telephone: (514) 266-7863
Telecopier: (514) 868-9690
Email: jorenstein@clg.org



Consumer Law Group

NO: 500-06-001305-248

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

54133

16 AVR. 2024

ANIK SIMARD personally and *ès qualité*
for her minor child

Applicant

-vs.-

UBISOFT ENTERTAINMENT INC. *et al.*

Defendants

APPLICATION TO AUTHORIZE THE BRINGING
OF A CLASS ACTION & TO APPOINT THE
APPLICANT AS REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)

ORIGINAL

Me Jeff Orenstein (ext. 2)
CONSUMER LAW GROUP INC.
1030 rue Berri, Suite 102
Montreal, Quebec, H2L 4C3
Telephone: (514) 266-7863
Telecopier: (514) 868-9690
Email: jorenstein@clg.org

BC 4013

99
Action collective
Auto + Col.

1955⁰⁰

FL