

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-001132-212

**SUPERIOR COURT
(CLASS ACTION CHAMBER)**

GABRIEL BOURGEOIS, natural person,


Plaintiff *Petitioner*

-vs.-

ELECTRONICS ARTS INC., I duly constituted,
having its address of service at 1209 Orange
Street, Wilmington, DE 19801 USA

and

ELECTRONICS ARTS (CANADA), legal
person duly constituted, having its address for
service at 1800 510 West Georgia St.,
Vancouver, BC, V6B 0M3, Canada

and

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

and

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

and

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

and

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

and

TAKE TWO INTERACTIVE CANADA HOLDINGS INC., legal person duly constituted, having its address for service at 5770 Hutorontario St, Mississauga, Ontario, L5R 3G5

and

2K GAMES INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808

and

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

and

WARNER BROS ENTERTAINMENT INC., legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

and

WARNER BROS ENTERTAINMENT CANADA INC., legal person duly constituted, having its address for service at Suite 1600, 5000 Yonge Street, Toronto, Ontario, M2N 6P1

and

WARNER BROS. HOME ENTERTAINMENT INC., legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

and

UBISOFT ENTERTAINMENT SA., legal person duly constituted, having its address for service at 107, avenue Henri Fréville, Rennes, France, 35200

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, CA, 91362

and

**UBISOFT ENTERTAINMENT INC. / UBISOFT
DIVERTISSEMENTS INC.**, legal person duly
constituted, having its address for service at
5000 - 5505
Blvd Saint-Laurent, Montréal
(Québec), H2T1S6

and

MICROSOFT CORPORATION, legal person
duly constituted, having its address for service
at 1 Microsoft Way, Redmond, WA, 98052
and

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

and

EPIC GAMES INC., legal person duly
constituted, having its address for service at
201 - 2405 York Road, Lutherville Timonium,
MD, 21093

and

EPIC GAMES CANADA ULC, legal person
duly constituted, having its address for service
at 2400 - 745 Thurlow Street, Vancouver, BC,
V6E 0C5

and

SCOPELY INC., legal person duly constituted,
having its address for service at c/o National
Registered Agents Inc, 1209 Orange Street,
Wilmington, DE, 19801
and

NIANTIC INC., legal person duly constituted,
having its address for service at 3500 South
Dupont Highway, Dover, Delaware, 19901

and

KING DIGITAL ENTERTAINMENT GROUP INC., legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

and

KING.COM LTD., legal person duly constituted, having its address for service at Aragon House Business Center, Dragonara Rd, St Julians, Malta, STJ 3140

and

ZYNGA INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, DE, 19808

and

ZYNGA GAME CANADA LTD, legal person duly constituted, having its address for service at 1600 - 925 West Georgia Street, Vancouver, BC, V6C 3L2

Defendants Respondents

THIRD AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION & TO OBTAIN THE STATUS OF REPRESENTATIVE PLAINTIFF (May 27, 2022)
(Art. 571 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PLAINTIFF PETITIONER RESPECTFULLY ALLEGES AS FOLLOWS:

I. INTRODUCTION

1. Plaintiff ~~Petitioner~~ contends that the Defendants ~~Respondents~~ lead a multi-billion-dollar global industry that counts both children and adults as their customers and players on personal computers, dedicated consoles and mobile devices. As video game developers and publishers, Defendants ~~Respondents~~ have sought to monetized their products by employing addictive game elements—including so-called "loot boxes"—to compel players to spend more time and money in their games.

2. A loot box is a game of chance inside a video game, by which a player pays for a digital "roll of the dice" and the possibility of obtaining desirable virtual rewards. A loot box is either purchased with real money (or with virtual currency bought with real money) or must be "unlocked"

using a virtual "key" purchased with real money. The Defendants Respondents have received hundreds of millions of dollars from the exploitation of players through their loot boxes.

3. The *Criminal Code of Canada*, RSC 1985, c C-46 (the "**Code**") prohibits unlawful gaming, betting, lotteries, and games of chance. Gaming is strictly controlled and licensed in this country. In breach of these laws, the Defendants Respondents have operated an unlicensed, illegal gaming ~~system~~ scheme through their loot boxes. Through this suit, consumers seek to hold the Defendants Respondents accountable for this unlawful conduct, and to recover their losses.

3.1. For the purposes of this proposed class action, the following defined terms will be used:

- a) **Affected Titles** means the video games where each Loot Box Defendant operated a Loot Box, as listed in Appendix A to this *Third Amended Application for Authorization*.
- b) **Consideration** means any money, property, or valuable thing paid, deposited, or staked to secure a chance to win a Prize for the purposes of the Code.
- c) **Digital Games**, also known as **video games**, means interactive electronic games available for play on computers, on game consoles (such as Microsoft's Xbox, Nintendo's devices such as Gamecube, Gameboy, on Sony's Play Station), and/or on mobile devices (such as smartphones and tablets).
- d) **Game** means a game of chance or mixed chance and skill as defined in section 197(1) of the Code.
- e) **Loot Box** means a consumable virtual item that can be redeemed or "opened" to receive a randomized selection of virtual items, ranging from simple customization options for a player's avatar or character, to game-changing equipment or additional avatars/characters (with effects on gameplay, including relative to others).
- f) **Loot Box Defendants** means the National-class Loot Box Defendants and the Quebec-class Loot Box Defendants, collectively.
- g) **National-class Loot Box Defendants** means the following four defendant-groups:
 - i. Activision Blizzard Inc., Activision Publishing Inc., and Blizzard Entertainment Inc. (the "**Activision Defendants**" or "**Activision**");
 - ii. Electronic Arts. Inc. and Electronic Arts (Canada) Inc. (the "**EA Defendants**" or "**EA**");
 - iii. Ubisoft Entertainment SA., Ubisoft Inc., Ubisoft Entertainment Inc. / Ubisoft Divertissements Inc. (the "**Ubisoft Defendants**" or "**Ubisoft**"), and
 - iv. Warner Bros. Entertainment Inc., Warner Bros Entertainment Canada Inc. et Warner Bros. Home Entertainment Inc. (the "**WB Games Defendants**" or "**WB Games**").

- h) **Prize** means any benefit, reward, property or valuable interest that is disposed of by chance and is the object of a scheme for the purposes of the Code, including virtual items, digital assets, advantages, or access to game content.
- i) **Quebec-class Loot Box Defendants** means the following defendant-groups:
 - i. Epic Games Inc. et Epic Games Canada ULC (“**Epic Defendants**” or “**Epic**”);
 - ii. King Digital Entertainment Group Inc. and King.com Ltd (“**King Defendants**” or “**King**”);
 - iii. Microsoft Corporation et Microsoft Canada Inc. (“**Microsoft Defendants**” or “**Microsoft**”);
 - iv. Niantic Inc. (“**Niantic Defendant**” or “**Niantic**”);
 - v. Scopely, Inc. (“**Scopely Defendant**” or “**Scopely**”);
 - vi. Take Two Interactive Software Inc., Take Two Interactive Canada Holdings Inc., 2K Games Inc. and Rockstar Games Inc. (“**Take Two Defendants**” or “**Take Two**”), and
 - vii. Zynga Inc. et Zynga Game Canada Ltd (“**Zynga Defendants**” or “**Zynga**”).
- j) **Scheme** means any arrangement, Game, plan, device, or operation that involves paying Consideration (money or value) for a chance to win a Prize, where the outcome is determined by chance or a mix of chance and skill for the purposes of the Code.

II. PARTIES

A. CLASS DESCRIPTION

4. Plaintiff ~~Petitioner~~ seeks to institute a class action on behalf of the following group, of which he is a member, namely:

All Canadian customers of the National-class Loot Box Defendants ~~Respondents~~ (defined further below) who purchased or otherwise paid directly or indirectly for loot boxes in any of the games set out in Schedule A to this Third Amended-(2) Application for Authorization between 2008 and the date this action is authorized as a class proceeding, except such Canadian customers otherwise already included in class description in either one of the following cases *Cunningham et al v. Activision Blizzard Inc. et al* SCBC S-2013414, *Lussier et al v. Scopely Inc.*, SCBC S2013510, *Pechnik et al v. Take-Two Interactive Software Inc. et al*, SCBC S211073, *Sutherland v. Electronic Arts Inc. et al*, SCBC S-209803, *Petty et al v. Ninantic Inc. et al*, SCBC S-213723.

(the “**National Class**”, “**National-class Members**” and “**Class Period**”)

And

All Quebec customers of the Quebec-class Loot Box ~~Defendants~~ Respondents (defined further below) who purchased or otherwise paid directly or indirectly for loot boxes in any of the games set out in Schedule A to this Third Amended (2) *Application for Authorization* between 2008 and the date this action is authorized as a class proceeding.

(the “**Quebec Class**,” “**Quebec Class Members**” and “**Class Period**”)

~~4.1. The following Respondents will be defined collectively as the National-class Loot Box Respondents:~~

- ~~a) Ubisoft (Ubisoft Entertainment SA., Ubisoft Inc., Ubisoft Entertainment Inc. / Ubisoft Divertissements Inc.)~~
- ~~b) Activision and Blizzard (Activision Blizzard Inc., Activision Publishing Inc., and Blizzard Entertainment Inc.)~~
- ~~c) Electronic Arts (Electronic Arts Inc. and Electronic Arts (Canada) Inc.)~~
- ~~d) WB Games (Warner Bros. Entertainment Inc., Warner Bros Entertainment Canada Inc. et Warner Bros. Home Entertainment Inc.)~~

~~4.2. The following Respondents will be defined collectively as the Quebec-class Loot Box Respondents:~~

- ~~a) Epic Games Inc. et Epic Games Canada ULC~~
- ~~b) King Digital Entertainment Group Inc. and King.com Ltd~~
- ~~c) Microsoft Corporation et Microsoft Canada Inc.~~
- ~~d) Niantic Inc.~~
- ~~e) Scopely, Inc.~~
- ~~f) Take Two Interactive Software Inc., Take Two Interactive Canada Holdings Inc., 2K Games Inc. and Rockstar Games Inc.~~
- ~~g) Zynga Inc. et Zynga Game Canada Ltd~~

B. DESCRIPTION OF THE DEFENDANTS RESPONDENTS

5. The foregoing individual ~~defendants~~ respondents will be defined collectively, for the purpose of this Third Amended *Application for Authorization*, as the “**Loot Box Defendants Respondents**”.

6. The Defendant, Electronic Arts Inc. is a company incorporated under the laws of Delaware, with an address for service at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, USA, 19801. Electronic Arts Inc. develops, publishes and distributes branded interactive entertainment software for a variety of video game consoles, computers and cellular devices. Through its EA Sports division, Electronic Arts Inc. develops and publishes sports video series. Electronic Arts Inc. is publicly traded on the NASDAQ stock exchange and carries

on business in Quebec, across Canada, and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and other Canadians, and collecting from the sales of those products. (**Exhibit P-1**).

7. The Defendant, Electronic Arts (Canada), Inc., is a company incorporated pursuant to the laws of British Columbia with an address for service at 1800-510 West Georgia St, Vancouver, BC, V6B 0M3. Electronic Arts (Canada) Inc. the primary developer of video game products sold under the EA Sports brand. Electronic Arts (Canada) Inc. is a wholly-owned subsidiary of Electronic Arts Inc. Electronic Arts (Canada), Inc. carries on business in Quebec and Canada. (**Exhibit P-2**).

8. The Defendants, Electronic Arts Inc. and Electronic Arts (Canada) Inc. are together **“Electronic Arts”, “EA Defendants” and/or “EA”**. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

8.1. The Electronic Arts Defendants have establishments in the province of Quebec, including EA Montréal (Montréal, QC) and Motive Studios (Montréal, QC), as is seen by Electronic Art (Canada) Inc.’s corporate information retrieved from Quebec Business Registry indicating EA Montréal as a registered establishment with an address at 6th Floor, 2200 rue Stanley, Montreal, Quebec, H3A 1R6, by the “About Motive Studio” webpage retrieved from EA’s Official Website indicating their address at 2200 rue Stanley, Montreal, QC, H3A 1R6, and by Electronic Arts (Canada) inc.’s registered property rights in the Quebec Registry of Personal and Moveable Real Rights indicating a lease and real property rights at 600-220 rue Stanley, Montreal QC, respectively **Exhibit P-42, P43 and P-44**.

9. The Defendant Activision Blizzard Inc. is a company incorporated under the laws of Delaware, with an address for service at 251 Little Falls Drive, Wilmington, New Castle, Delaware, 19808. Activision Blizzard Inc is a video game holding company that owns major video game publishing labels Activision Publishing Inc and Blizzard Entertainment Inc, and others. Activision Blizzard Inc is publicly traded on the NASDAQ stock exchange and carries on business in Quebec, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. (**Exhibit P-3**)

10. The Defendant Activision Publishing Inc. is a company incorporated pursuant to the laws of Delaware with an address for service at 251 Little Falls Drive, Wilmington, New Castle, Delaware, 19808, and a business address at 3100 Ocean Park Blvd, Santa Monica, California, 90405. Activision Publishing Inc is a wholly-owned subsidiary of Activision Blizzard Inc. Activision Publishing Inc carries on business in Quebec and Canada. Activision Publishing Inc develops and distributes games though subsidiary studios, publishers, and support services in Canada including DemonWare Vancouver (Vancouver, BC); Radical Entertainment (Vancouver, BC); and Beenox (Quebec City, Quebec); and corporate offices in Barrie, Ontario and Toronto, Ontario. (**Exhibit P-4**).

11. The Defendant Blizzard Entertainment Inc. is a company incorporated pursuant to the laws of Delaware with an address for service at 251 Little Falls Drive, Wilmington, New Castle,

Delaware, 19808, and a business address at 16251 Alton Parkway, Irvine, California, 92618. Blizzard Entertainment Inc is a wholly-owned subsidiary of Activision Blizzard Inc. Blizzard Entertainment Inc carries on business in Quebec and Canada. (**Exhibit P-5**)

12. The Defendants Activision Blizzard Inc, Activision Publishing Inc, and Blizzard Entertainment Inc are together “**Activision Blizzard**”, “**Activision Defendants**” and/or “**Activision**”. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games and Loot Boxes referred to herein.

12.1. The Activision Blizzard Defendants have establishments in the province of Quebec, including Beenox Inc. (Quebec, QC), as is seen by Beenox Inc.’s corporate information retrieved from Quebec Business Registry indicating their address at 700-305 boulevard Charest Est, Quebec (Quebec) G1K 3H3, and indicating Activision Publishing Inc. as their sole shareholder, **Exhibit P-45**.

13. The Defendant, Take-Two Interactive Software Inc is a company incorporated under the laws of Delaware, with an address for service at Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808. Take-Two Interactive Software Inc is a video game holding company that owns major video game publishing labels 2K, Rockstar Games Inc, and others. Take-Two Interactive Software Inc is publicly traded on the NASDAQ stock exchange and carries on business in British Columbia, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. (**Exhibit P-6, P-10**)

14. The Defendant, Take-Two Interactive Canada Holdings Inc, is a company incorporated pursuant to the laws of Ontario with an address for service at 5770 Hurontario St, Mississauga, Ontario, L5R 3G5. Take-Two Interactive Canada Holdings Inc is a wholly-owned subsidiary of Take-Two Interactive Software Inc. Take-Two Interactive Canada Holdings Inc carries on business in Quebec and Canada. (**Exhibit P-7**).

15. The Defendant, 2K Games Inc, is a video game publisher incorporated under the laws of Delaware, with an address for service at Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808. 2K is a wholly-owned subsidiary of Take-Two Interactive Software Inc. 2K Games Inc carries on business in Quebec and Canada by publishing and making available various video games and online services to consumers. (**Exhibit P-8**)

16. The Defendant, Rockstar Games Inc, is a video game publisher incorporated under the laws of Delaware, with an address for service at Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808. Rockstar Games Inc is a wholly-owned subsidiary of Take-Two Interactive Software Inc. Rockstar Games Inc carries on business in Quebec and Canada by publishing and making available various video games and online services to consumers. (**Exhibit P-9**).

17. The Defendants, Take-Two Interactive Software Inc, Take-Two Interactive Canada Holdings Inc, 2K Games Inc, and Rockstar Games Inc are together “**Take-Two**” and/or “**Take Two Defendants**”. These Defendants function as a joint enterprise. Each of these Defendants is

an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

18. The Defendant, Warner Bros. Entertainment Inc., is a company incorporated under the laws of Delaware. It has an address for service at Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. Through its divisions Warner Bros Home Entertainment Inc., and Warner Bros Interactive Entertainment (*also known as WB Games*), Warner Bros. Entertainment Inc. develops, publishes and distributes branded interactive entertainment software. Warner Bros. Entertainment Inc. is a wholly owned subsidiary of WarnerMedia LLC. Warner Bros. Entertainment Inc. carries on business in Quebec, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. (**Exhibit P-11**).

19. The Defendant, Warner Bros. Entertainment Canada Inc., is a company incorporated under the laws of Ontario. It has an address for service at Suite 1600, 5000 Yonge Street, Toronto, Ontario, M2N 6P1. Warner Bros. Entertainment Canada Inc. develops, publishes and distributes branded interactive entertainment software. Warner Bros. Entertainment Canada Inc. carries on business in Quebec and Canada. (**Exhibit P-12**)

20. The Defendant, Warner Bros. Home Entertainment Inc., is a division of Warner Bros. Entertainment Inc. with an address for service at Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. Warner Bros. Home Entertainment Inc. carries on business under its own name and through its division Warner Bros. Interactive Entertainment (*also known as WB Games*), in Quebec and Canada by publishing and making available various video games and online services to consumers. (**Exhibit P-13, P-14**).

21. The Defendants, Warner Bros. Entertainment Inc, Warner Bros Entertainment Canada Inc, and Warner Bros. Home Entertainment Inc are together **“WB Games” and/or “WB Games Defendants”**. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

21.1 The WB Games Defendants have establishments in the province of Quebec, including WB Games Montréal Inc. / Jeux Montréal WB Inc. (Montréal, QC) and NetherRealm Studios (Montréal, QC), as seen by WB Games Montréal Inc.’s corporate information retrieved from Quebec Business Registry indicating their address at 600-888 boulevard De Maisonneuve East, Montréal (Québec) H2L 4A8 and indicating their sole shareholder as WB Games Inc. and job description of Senior Designer, Live Ops with NetherRealms Studios for WarnerMedia in the province of Quebec, respectively Exhibit **P-46, and P-47**.

22. The Defendant Ubisoft Entertainment SA is a company incorporated under the laws of France, with an address for service at 107, avenue Henri Fréville, Rennes, France, 35200. Its principal place of business is 28, rue Armand Carrel, Montreuil-sous-Bois, France, 93100. It has a registered trademark in Canada. It owns multiple video game design and distribution subsidiaries in Canada, including Hybride Technologies (Quebec), Ubisoft Quebec, Ubisoft Montreal, Ubisoft Halifax, Ubisoft Saguenay, Ubisoft Toronto, and Ubisoft Winnipeg. Ubisoft Entertainment SA carries on business in Quebec, across Canada, and worldwide by developing,

marketing, distributing and selling the video games referred to herein, including to residents of Quebec and other Canadians, and collecting from the sales of those products. **(Exhibit P-15)**.

23. The Defendant Ubisoft Inc. is a company incorporated under the laws of California, and is a fully owned subsidiary of Defendant Ubisoft Entertainment SA. It has an address for service at the Law Office of Stephen S. Smith, PC, 30700 Russellrand Rd, Suite 250, Westlake Village, CA, 91362. Its principal place of business is 625, 3rd St, San Francisco, CA, 94107. Ubisoft Inc. carries on business across North America by marketing and distributing the video games referred to herein, including to residents of Quebec and other Canadians, and collecting from the sales of those products. **(Exhibit P-16, P-17)**.

24. The Defendant Ubisoft Entertainment Inc (Ubisoft Divertissements Inc) is a company incorporated under the laws of Quebec, and is a fully owned subsidiary of Defendant Ubisoft Entertainment SA. It has an address for service and a principal place of business at 5000 - 5505 Blvd Saint-Laurent, Montréal (Québec), H2T1S6. Ubisoft Entertainment Inc (Ubisoft Divertissements Inc) carries on business in Canada by marketing and distributing the video games referred to herein, including to residents of Quebec and other Canadians, and collecting from the sales of those products. **(Exhibit P-18)**.

25. The Defendants, Ubisoft Entertainment SA, Ubisoft Inc., and Ubisoft Entertainment Inc (Ubisoft Divertissements Inc) are together **"Ubisoft" and/or "Ubisoft Defendants"**. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

26. The Defendant, Microsoft Corporation, is a company incorporated pursuant to the laws of Washington State with an address for service at 1 Microsoft Way, Redmond, WA, 98052. Microsoft Corporation carries on business in Quebec, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. **(Exhibit P20)**.

27. The Defendant, Microsoft Canada Inc., is a video game publisher incorporated under the laws of Nova Scotia, with an address for service at 600 - 1741 Lower Water Street, Halifax, NS, B3J 0J2. Microsoft Canada Inc. is a wholly-owned subsidiary of Microsoft Corporation. Microsoft Canada Inc. carries on business in Quebec and Canada by publishing and making available various video games and online services to consumers. **(Exhibit P-21)**.

28. The Defendants, Microsoft Corporation and Microsoft Canada Inc. are together **"Microsoft" and/or "Microsoft Defendants"**. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

29. The Defendant, Epic Games Inc., is a company incorporated pursuant to the laws of Maryland with an address for service at 201 - 2405 York Road, Lutherville Timonium, MD, 21093. Epic Games Inc. carries on business in Quebec, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. **(Exhibit P-22)**.

30. The Defendant, Epic Games Canada ULC is a video game publisher incorporated under the laws of British Columbia, with an address for service at 2400 - 745 Thurlow Street, Vancouver, BC, V6E 0C5. Epic Games Canada ULC is a wholly-owned subsidiary of Epic Games Inc. Epic Games Canada ULC carries on business in Quebec and Canada by publishing and making available various video games and online services to consumers. (**Exhibit P-23**).

31. The Defendants, Epic Games Inc. and Epic Games Canada ULC are together “**Epic Games**” and/or “**Epic**”. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

32. The Defendant, Scopely, Inc., “**Scopely**”/ “**Scopely Defendant**”, is a company incorporated under the laws of Delaware, with an address for service c/o National Registered Agents, Inc, 1209 Orange Street, Wilmington, DE 19801, USA. Its principal place of business is located at 3530 Hayden Ave A, Culver City, CA 90232, USA. It has a registered trademark in Canada. Scopely develops, publishes and distributes branded interactive entertainment software for mobile phones and tablets running Apple’s iOS and Google’s AndroidOS mobile operating systems. It carries on business in British Columbia and Canada by making its games available in this country and collecting money from Canadians. (**Exhibit P-24, P-25**).

33. The Defendant, Niantic Inc, “**Niantic**” / “**Niantic Defendant**”, is a company incorporated under the laws of Delaware. It has an address for service at Incorporating Services Ltd, 3500 South Dupont Highway, Dover, Delaware, 19901. Its principle place of business is located at 1 Ferry Building Suite 200, San Francisco, CA, 94111. Niantic develops, publishes and distributes branded interactive entertainment software for mobile phones and tablets running Apple’s iOS and Google’s AndroidOS mobile operating systems independently and in conjunction with the WB Games Defendants. (**Exhibit P-26**).

34. The Defendant, King.com Ltd, is a company incorporated under the laws of Malta. It has an address for service at Aragon House Business Center, Dragonara Rd, St Julians, Malta, STJ 3140. Its principle place of business is located at 178 Wardour St, Soho, London, England, United Kingdom, W1F 8FY. King.com Ltd operates as an independent business unit of the Defendants Activision Blizzard under the name King. King.com Inc develops, publishes and distributes branded interactive entertainment software for mobile phones and tablets running Apple’s iOS and Google’s AndroidOS mobile operating systems. (**Exhibit P-28**).

35. The Defendant, King Digital Entertainment Group Inc., is a company incorporated under the laws of Delaware. It has an address for service at Incorporating Services Ltd, 3500 South Dupont Highway, Dover, Delaware, 19901. King Digital Entertainment Group Inc. operates as an independent business unit of the Defendants Activision Blizzard under the name King. King Digital Entertainment Group Inc develops, publishes and distributes branded interactive entertainment software for mobile phones and tablets running Apple’s iOS and Google’s AndroidOS mobile operating systems. (**Exhibit P-27**).

36. The Defendants, King.com Ltd and King Digital Entertainment Group Inc are together “**King**” and/or “**King Defendants**”. These Defendants function as a joint enterprise. Each of these

Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

37. The Defendant, Zynga Inc., is a company incorporated pursuant to the laws of Maryland with an address for service at Corporation Service Company, 251 Little Falls Drive, Wilmington, DE, 19808. Zynga Inc. carries on business in Quebec, across Canada and worldwide by developing, marketing, distributing and selling the video games referred to herein, including to residents of Quebec and Canadians, and collecting from the sales of those products. (**Exhibit P29**).

38. The Defendant, Zynga Game Canada Ltd is a video game publisher incorporated under the laws of British Columbia, with an address for service at 1600 - 925 West Georgia Street, Vancouver, BC, V6C 3L2. Zynga Game Canada Ltd is a wholly-owned subsidiary of Zynga Inc. Zynga Game Canada Ltd carries on business in Quebec and Canada by publishing and making available various video games and online services to consumers. (**Exhibit P-30**).

39. The Defendants, Zynga Inc. and Zynga Game Canada Ltd are together “**Zynga**” and/or “**Zynga Defendants**”. These Defendants function as a joint enterprise. Each of these Defendants is an agent of the other for the purposes of developing, marketing, distributing and selling the video games referred to herein.

III. FACTS THE FACTS THAT GIVE RISE TO AN INDIVIDUAL ACTION ON BEHALF OF THE PETITIONER AGAINST THE LOOTBOX RESPONDENTS, ARE AS FOLLOWS:

UNLAWFUL GAMING

40. ~~The Criminal Code of Canada, RSC 1985, c C-46, Part VII prohibits unlawful gaming, betting, lotteries, and games of chance.~~

41. ~~Gaming properly licensed by a provincial government is lawful in the province of license. Alberta, British Columbia, Ontario and Québec regulate gaming through statutes including the Gaming, Liquor and Cannabis Act, RSA 2000, c G-1, Gaming Control Act, SBC 2002, C-14, the Gaming Control Act, 1992, SO 1992, c 24, and the Act Respecting Lotteries, Publicity Contests and Amusement Machines, 1990, c 46, s 18, L-6 and regulations including but not limited to the Advertising and Marketing Standards for Gambling in British Columbia, the OLG Marketing and Advertising Standard, the Regulation respecting amusement machines, CQLR c L-6, r 1, Lottery Schemes Regulation, CQLR c L-6, r 11, Regulation respecting persons who must respect the conditions for issue and maintenance of a license relative to video lotteries, CQLR c L-6, r 9, Rules respecting video lottery machines, CQLR c L-6, r 3.~~

42. ~~Gaming operations must be licensed at the provincial level to offer their services to the public. There is no exception for online gaming operations inside or outside Canada.~~

43. ~~All of the Loot Box Respondents’ Loot Boxes are unlawful as their operation is contrary to the Criminal Code of Canada and the Loot Box Respondents are not licensed in Canada to operate gambling, gaming or lottery businesses.~~

44. ~~By their conduct set out herein, including but not limited to:~~

- ~~a) offering and operating the Loot Boxes in breach of the *Criminal Code*;~~
- ~~b) concealing the odds for their Loot Boxes;~~
- ~~c) failing to place safeguards to prevent minors from playing their Loot Boxes; and~~
- ~~d) making high value items that affect game play available exclusively from Loot Boxes, thereby forcing playing to obtain Loot Boxes;~~
- ~~e) development, building, editing, designing, implementing, and debugging of digital games containing Loot Boxes;~~

~~the Loot Box Respondents have breached the *Consumer Protection Act*, CQLR c P-40.1, and related enactments in other provinces subject to the scope of this action, and also the *Civil Code of Québec*.~~

~~45. — Class Members resident outside Quebec plead and rely on *inter alia*: *Consumer Protection Act*, RSA 2000, c C-26.3; *The Consumer Protection and Business Practices Act*, SS 2013, c C30.2; *Consumer Protection Act*, CCSM c C200; *Consumer Protection Act*, SBC 2004, c 2; *Consumer Protection Act*, 2002, SO 2002, c 30; *Consumer Protection Act*, RSNS 1989, c 92; *Consumer Protection Act*, RSPEI 1988, c C-19; *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; *Consumers Protection Act*, RSY 2002, c 40; *Consumer Protection Act*, RSNWT 1988, c C-17; and *Consumer Protection Act*, RSNWT 1988 (Nu), c C-17; and all other related legislation in each Canadian province subject to the scope of this action; each as amended from time to time and with regulations in force at material times.~~

~~46. — By their conduct set out herein, the Loot Box Respondents have breached the *Competition Act*, RSC 1985, c C-35, and have made false or misleading representations and omissions, including but not limited to the representations that:~~

- ~~a) Offering Loot Boxes to the public and Class Members as though they were legal when they are in fact unlawful;~~
- ~~b) Advertising an illegal internet gaming site, contrary to *inter alia* the above provincial Consumer Protection Acts;~~
- ~~c) Failing to disclose odds of winning;~~
- ~~d) Failing to take appropriate steps to protect minors; and~~
- ~~e) Failing to promote responsible gaming.~~

~~47. — Persons under the age of majority are afforded special protection under the *Civil Code of Québec*, under *inter alia* articles 157, 1398-1399, and 1405-1408. Related enactments afford the same or similar protections in other provinces subject to the scope of this action. The agreements by which the Loot Box Respondents collected money from underage players on account of Loot Boxes in the Affected Titles are unenforceable.~~

~~48. — Though their deployment of unlawful Loot Boxes, and contrary to article 1493 of the *Civil Code of Québec*, the Loot Box Respondents have been enriched at the expense of Class~~

~~Members, who have suffered a correlative impoverishment. There is no justification for the enrichment or the impoverishment.~~

Regulatory Enforcement

~~49. The use and abuse of Loot Boxes by online game publishers has been met with condemnation by regulators around the world:~~

- ~~a) As early as 2012, the Japanese Consumer Affairs Agency began actively enforcing its prize regulations (*Law for Preventing Unjustifiable Extras or Unexpected Benefit and Misleading Representation*) against online game publishers employing Loot Boxes;~~
- ~~b) In 2018, the Korea Fair Trade Commission levied US\$950,000 in fines against online game publishers for deceptive Loot Boxes practices;~~
- ~~c) In 2018, the Netherlands Kansspelautoriteit (Gaming Authority) and the Belgian Kansspel Commissie (Gaming Commission) began actively enforcing their gaming laws against online game publishers employing Loot Boxes; and~~
- ~~d) The Parliament of the United Kingdom, the United States Congress and U.S. Federal Trade Commission have initiated inquiries into Loot Boxes.~~

A. DIGITAL GAMES

50. Modern video games are complex constructs, incorporating top-of-the-line graphics, dynamic gameplay, sophisticated plots and stories, and intricate engineering. Video games are increasingly popular across all age groups and are part of mainstream culture around the world. Video games are especially popular with children under the age of majority ("**Underage Players**").

51. Video games are a multi-billion-dollar industry. Today, the global Digital Games market is worth approximately US\$117-billion and is expected to grow to US\$160-billion by 2022. The top ten global publishers of video games all have annual revenues over US\$1-billion.

52. Video games are played on computers, as well as on games consoles (for example Microsoft's Xbox, Nintendo's devices, Sony's Play Station) and on mobile devices (smartphones). The majority of video games are playable over the internet; many are only playable online. Given the variety of platforms and formats, and the diversity of types of gameplay and stories, these products are best referred to as "**Digital Games**".

53. Digital Games come in many different styles, including sports simulators (*FIFA; NBA 2K*), racing (*Burnout; Forza Motorsport*), open world (*Fallout 4; Grand Theft Auto; The Elder Scrolls: Skyrim*), massively multiplayer online role playing games (*World of Warcraft*), turn-based strategy (*Civilization*), real time strategy (*StarCraft 2; Total War: Warhammer II*), multiplayer online battle arena (*Dota 2; League of Legends*), fighting games (*Street Fighter V; Mortal Kombat 11*), first- and third-person shooters (*Counter-Strike; Call of Duty; PlayerUnknown's Battlegrounds; Fortnite; Star Wars Battlefront*), and mobile games (*Clash of Clans; Candy Crush Saga; Fruit Ninja*) among others. The increasing popularity of e-sports (competitive, broadcast video game competitions)

has brought new audiences to the format. All modern Digital Games are substantially the same in key respects.

54. Digital Games are designed and produced by developers. Using their own resources or external financing, developers create Digital Games. They are the authors of a particular game or franchise. Digital Games with the biggest budgets and promotions are referred to as “AAA” games.

55. Digital Games are distributed by publishers. Publishers are responsible for their products’ manufacturing, marketing and distribution. Publishers either develop their own products in house or license or contract with external developers. For Digital Games that are playable exclusively or principally online, publishers are responsible for managing the game on an ongoing basis, including the provision of support and updates, the maintenance of servers, and the processing and collection of payments from players. Some Digital Games, including the ones at issue in this proceeding, are both developed and published by the same company.

56. From about the 1980s until the early 2000s, Digital Games were distributed in physical form, such as cartridges or CDs and DVDs. Customers paid for the game up front (known as “pay once”), and the publishers received most of their income from the retail sale of their products.

57. Beginning in the early 2000s, Digital Games were offered with online components or for download from the internet. Publishers began to take advantage of their ability to sell upgrades (expansions or add-ons) to existing products to customers multiple times for the same product (or title).

58. During this period, Digital Games publishers began to host Digital Games as a service, whereby internet access was required to make use of the product. Publishers again made innovations to their business model, offering access to products on a monthly or annual subscription basis. By the mid-2000s, publishers were offering extensive add-ons, including downloadable content “packs” that would change the appearance of a player’s in-game character – for a price. This process of financial engineering is generally referred to as “game monetization”.

59. Some of these add-ons are regarded by gaming purists as “cheats”, because they allow a player to artificially accelerate their progress through a game by buying abilities or experience otherwise only obtainable through long hours of gameplay. Paid add-ons are especially popular in free to play games (e.g., *Farmville*; *Angry Birds*). While such products or services may take away from the experience of gameplay or even be ethically troublesome, they did not attract much regulatory scrutiny.

60. By the late 2000s and early 2010s, the Digital Games market had expanded and matured. An immense variety of Digital Games became available, from free-to-play mobile and browser games, through to more complicated online products, such as massive multi-player online role-playing games (“**MMORPGs**”) and arena games. Publishers had to compete for players’ attentions with other digital distractions.

B. LOOT BOXES

61. One innovation developed by publishers to both keep players' attention and to extract additional revenue was the loot box. A loot box is a consumable virtual item ~~in game~~ which can be played and redeemed (or "opened") to receive a reward composed of a randomized selection of ~~further~~ virtual items, ranging from simple customization options for a player's avatar or character, to game-changing equipment or additional avatars/characters (with effects on gameplay, including relative to other players) ("**Loot Boxes**"). In purchasing the right to open a Loot Box, is a bet— players engage in a game of chance in which they seek and are granted a Prize (or Prizes) as defined herein, including, among other things, virtual items, digital assets, game-play advantages, or access to game content, which has similar features to conventional forms of gambling. See expert report of Dr. David Zendle ("**Zendle Report**"), filed as Exhibit **P-32**, and expert report of Dr. Aaron Drummond, filed as Exhibit **P-33** ("**Drummond Report**").

62. The Prize(s) disposed of through Loot Boxes have real-world value: intrinsic value as well as exchangeable and commercial value outside of the Digital Games, as was empirically shown from market data of real transactions of Prizes obtained from Loot Boxes, as set out in the scholarly article attached in support of this claim as Exhibit P-58. Players can buy Loot Boxes directly from publishers through an in-game transaction (using real money or in-game currency earned through play or purchased with real money) or receive the Loot Boxes during play and later buy "keys" with which to redeem them.

63. Some Loot Boxes are free to play. This action is concerned only with games in which players pay with real or virtual currency for the opportunity to play or open a Loot Box. Accordingly, all Loot Boxes engaged by this proceeding involve the payment or staking of Consideration by players, as defined herein.

64. Loot Boxes are an extension of randomized loot drop systems from earlier Digital Games, frequently used to give out rewards in MMORPGs or similar games (for example, the chance to obtain a special item, like a sword or armor with special characteristics, on vanquishing a "boss"). Loot Boxes are also an extension of a feature developed for the Japanese market (known as "gacha" or "kompu gacha") and refined in the Chinese market from around 2007.

65. The random chance element is central to the appeal of Loot Boxes to developers and publishers: Loot Boxes are considered part of the compulsion loop of game design to keep players invested in a game. Such compulsion loops are known to contribute towards video game addiction and are frequently compared to gambling addiction. This is in part due to the use of a "variable-rate reinforcement schedule" similar to how slot machines dole out prizes and it is especially dangerous for children. The random element also makes players more likely to pay for the chance to "win" an item from a Loot Box. Players do not know the contents of a Loot Box at the time they commit to purchase. There is a robust and reliable correlation between problem gambling and Loot Box spending, including among children.¹

66. The odds of a particular item being in a Loot Box are determined by publishers including the Defendants. For the majority of the Class Period the Defendants ~~Respondents~~ did not make

¹ Zendle Report, pp 9-10

available to players in Canada the odds of obtaining particular items from their Loot Boxes. However, each of the Defendants Respondents has data available that can explain mechanic of each specific Loot Box.² Even where the Defendants' disclosed the odds for items obtainable in their Loot Boxes during the Class Period, the odd disclosure was insufficient for Class Members to know with any meaningful certainty the likelihood of receiving particular virtual items or even particular classes of virtual items, as seen by the partial odds disclosed in the EA Defendants' soccer-based FIFA games after 2019 described in Exhibit P-31 and the partial odds disclosed in Scopely Defendants' various games, including superhero-based Marvel Strike Force game as described in Exhibit P-56.

66.1 The odds disclosures of all Loot Box Defendants' Loot Boxes in the Affected Titles function essentially in the same manner, and where the odds were disclosed, they constitute a partial and/or ambiguous disclosure, as seen in the examples of the mechanics of the Defendants' Loot Boxes in the Affected Titles set out in Exhibit P-57.

67. Items obtained from Loot Boxes can either affect gameplay or not affect gameplay. Items may affect gameplay where they offer a player a competitive advantage over another player, for example by giving the player additional abilities or "stats". Items will not affect gameplay where they offer purely cosmetic rewards, such as clothing for an in-game avatar. Cosmetic items still have importance and value to players, who desire the ability to personalize their in-game avatars and show off to other players.

68. Through the Loot Boxes, players seek to win a Prize in the form of contain items and rewards of varying rarity, with "rare" items and rewards conferring a larger advantage than "common" items and rewards. In the case of cosmetic items, "rare" items are generally more prestigious than "common" ones, and carry higher social value. Rarer items have greater real-money value than more common items, which may be worthless.

68.1 The varying rarity of an item from a Loot Box is a function that is ascribed exclusively by the Defendants, for example, as is seen with the objective value ascribed by the EA Defendants in their sport franchise games, or the objective statistics ascribed to each Marvel superhero character in the Scopely Defendants' Marvel Strike Force game.

68.2 The Loot Box Defendants exercise their exclusive control over the rarity and odds of particular items available in a Loot Box, setting the highest value items in a Loot Box in the Affected Titles at vanishingly small odds. As a result, Class Members could pay hundreds or even thousands of dollars trying to obtain such items. The Defendants deliberately employed vague language in their descriptions of the Loot Box contents or odds to obscure the likelihood that a Class Member could realistically obtain a valuable item.

69. The items in Loot Boxes have intrinsic value, and in some games the same or similar items can be purchased directly with real money. Where a game allows trading of items between players, often third-party marketplaces arise allowing players to pay real money for items normally only available in Loot Boxes. Some publishers have moved this ability "in house" and offer in-game auction houses for the trading and selling of items contained in Loot Boxes. During the

² Zendle Report, pp 10-12, Drummond Report, p 11

Class Period, online marketplaces existed for the sale of content normally only available in Loot Boxes in the Loot Box Respondents' Digital Games virtual items and game-related content, which includes items obtained from the Defendants' Loot Boxes in the Affected Titles, were monetized and resold in third-party online marketplaces, such as PlayersAuction, G2G and LootBar ("Third-Party Platforms"), as seen on Exhibit P-59.

70. Certain items are available only from Loot Boxes and not from ordinary gameplay. Games are increasingly designed such that players must obtain high-value items available exclusively from Loot Boxes in order to be competitive with other players in the games' online environments. This increases the compulsion or the need for players to pay for Loot Boxes. The Defendants deliberately structure game play in the Affected Titles so that even where it is possible to obtain a specific item through regular game play that is also available as a Prize through Loot Boxes, it would take an unrealistically long time to obtain that item via regular game play. This therefore drives players—including the Plaintiff and Class Members—to purchase the virtual currency to open Loot Boxes, to the Defendants' pecuniary benefit. In some games, like the EA Defendants' sport franchise titles such as NHL or FIFE, and the Scopely Defendants' Marvel Strike Force, competitive game play is not possible without obtaining items (such as sports players or Marvel superhero characters) from Loot Boxes. Opening Loot Boxes is thus a condition *sine qua non* to engaging in the game in the first place.

71. Publishers, including the Defendants, market and advertise their Digital Games, including the Loot Boxes as a feature. The advertisements include promotions online and offline, including electronic ads and messages to players or potential players, encouraging them to play their Digital Games and their Loot Boxes. In particular, publishers, including the Defendants, extol to players and potential players the excitement and possible advantage to be gained from acquiring a Loot Box and its contents.

71.1. Throughout the Class Period, there has been, at all material times, a cognitive asymmetry between the Loot Box Defendants and proposed Class Members as to the terms and conditions of the transaction for Loot Boxes. This imbalance and disproportion between the parties flows from the total control by the Loot Box Defendants over all circumstances surrounding Loot Box transactions versus the proposed Class Members' complete ignorance of the design, function, and operation of the Loot Boxes.

71.2. As a result of this asymmetry, the proposed representative and Class Members could not understand or appreciate the economic value of the goods or services acquired when they purchase the opportunity to open a Loot Box, either with real money or with virtual money purchased with real money, including but not limited to:

- a) The low probability of obtaining rare and/or high value items through the purchase of Loot Boxes;
- b) That the content of a Loot Box is almost always worth less than the cost to open the Loot Box, or its resale value, either in an in-game auction house or through a Third-Party Marketplace.

- c) The difficulty of obtaining virtual currency through gameplay, or the difficulty of obtaining the virtual items obtainable in Loot Boxes;

71.3. Furthermore, the Loot Box Defendants' revenues are bolstered significantly by the purchase of Loot Boxes. For the games that are "free-to-play", such as the Scopely Defendant's Marvel Strike Force, the revenues are dependent on microtransactions including Loot Boxes. While the Loot Box Defendants are privately-run companies who do not publicly disclose the itemized revenue generated from Loot Boxes, it is inferred from publicly available sources that these profits are in the billions of dollars, Exhibit P-32.

71.4. In addition, the terms and conditions of the transaction for the Loot Boxes, notably the circumstances in which they were concluded and the 'advantages' the consumer obtains from this contract, are such that they render the transaction excessive and/or exorbitant. Furthermore, if it is deemed on the merits that the items available through the Loot Boxes hold no monetary value or are otherwise of no utility, then this further emphasizes the great disproportion between the respective obligations of the Loot Box Defendants and putative Class Members and highlights that the Loot Box Defendants realized an excessive profit at the expense of consumers.

C. DIRECT GAMBLING MECHANICS

72. Some Loot Box Defendants ~~Respondents~~ have pushed the envelope further and offer virtual gambling within their games (the "**Direct Gambling Mechanics**"). Direct Gambling Mechanics allow a player to wager virtual currency on games of chance such as roulette, blackjack, pachinko, slots, or other games of chance inside a game.

73. Virtual currency used in Direct Gambling Mechanics can be earned in game, purchased for real money, or acquired through the exchange of a different virtual currency which can itself be purchased for real money. Players have the chance to win additional virtual currency, which has intrinsic value and may be spent in the game.

D. DYNAMIC DIFFICULTY ADJUSTMENT

74. The Loot Box Defendants ~~Respondents~~ have near total control over the systems and mechanics that run their games. This control extends to the ability to manipulate the level of challenge presented to players, how players are matched against each other in multiplayer contexts, and how monetization schemes are presented to individual players. Loot Box Defendants ~~Respondents~~ are able to manipulate these systems in order to drive player engagement with their games and maximize the chances that player will purchase Loot Boxes.

75. Dynamic Difficulty Adjustment is a technique in which the difficulty of a game is adjusted dynamically based on the progress or skill exhibited by an individual player, allowing the Loot Box Defendants ~~Respondents~~ to automatically or manually change the difficulty of a video game "on the fly" so that skilled players are presented with additional challenge. Players are generally not aware that this is occurring, and the existence of Dynamic Difficulty Adjustment in a game is not normally communicated to players. Dynamic Difficulty Adjustment can also be used to silently increase the difficulty of a game so that even skilled players are incentivized to purchase microtransactions and Loot Boxes.

76. Several video game publishers have patented techniques for Dynamic Difficulty Adjustment, including,

- a) **Patent US20170259177A1** (assignee Electronic Arts, filed 2016) - *Dynamic difficulty adjustment (Exhibit P-34)*

“Embodiments of systems presented herein may perform automatic granular difficulty adjustment. In some embodiments, the difficulty adjustment is undetectable by a user. Further, embodiments of systems disclosed herein can review historical user activity data with respect to one or more video games to generate a game retention prediction model that predicts an indication of an expected duration of game play. The game retention prediction model may be applied to a user's activity data to determine an indication of the user's expected duration of game play. Based on the determined expected duration of game play, the difficulty level of the video game may be automatically adjusted.”;

- b) **Patent US10839215B2** (Electronic Arts, filed 2018) - *Artificial intelligence for emulating human playstyles (Exhibit P-35)*.

E. MATCHMAKING OPTIMIZATION

77. Matchmaking Optimization includes techniques for matching players against each other in the context of online multiplayer games. Loot Box Defendants ~~Respondents~~ use these systems to ensure fair matchups by players of different skills levels, even going as far as implementing variants of the “Elo rating system” used in international chess rankings. Matchmaking Optimization is also used to drive player engagement and to incentivize players into purchasing microtransactions and Loot Boxes. By matching weaker or newer players against “elite” players who have avatars outfitted with premium equipment or who have teams equipped with premium virtual athletes, weaker players are incentivized to try and acquire similar premium equipment or virtual athletes through the purchase of microtransactions and Loot Boxes.

78. Several video game publishers have patented techniques for Matchmaking Optimization, including,

- a) **Patent US20170259178A1** (assignee Electronic Arts, filed 2016) - *Multiplayer video game matchmaking optimization (Exhibit P-36)*;

- b) **Patent US9789406B2** (Activision Publishing, filed 2014) - *System and method for driving microtransactions in multiplayer video games (Exhibit P-37)*

“A system and method is provided that drives microtransactions in multiplayer video games. The system may include a microtransaction arrange matches to influence game-related purchases. For instance, the system may match a more expert/marquee player with a junior player to encourage the junior player to make game-related purchases of items possessed/used by the marquee player. A junior player may wish to emulate the marquee player by obtaining weapons or other items used by the marquee player.”.

F. DYNAMIC PRICING

79. Dynamic Pricing is a technique whereby players are offered different purchasing options or different prices for identical purchases based on their engagement with a game and previous purchase history. Loot Box Defendants ~~Respondents~~ can maximize the likelihood of a player spending money on microtransactions and Loot Boxes by offering special “sales” tailored to individual players, adjusting the price of virtual items such as Loot Boxes on an individual basis, and manipulating the likelihood that premium items will be obtained from Loot Boxes. Players are generally not made aware that Loot Box Defendants ~~Respondents~~ offer identical purchases for different prices depending on the individual player, nor are players generally made aware that the “drop tables” dictating the chance of obtaining items from Loot Boxes are not static and are manipulated by the Loot Box Defendants ~~Respondents~~. By tailoring pricing, “sales”, and Loot Box reward rates based on player purchase histories, behaviors and habits, Loot Box Defendants ~~Respondents~~ are able to maximize the amount of total purchases and the dollar amount spent on microtransactions and Loot Boxes.

80. Several video game publishers have patented techniques for Dynamic Pricing, including,

- a) **Patent US10395279B1** (assignee Electronic Arts, filed 2014) - *System and method for in-game calendar-based item promotion (Exhibit P-38)*;
- b) **Patent US10576379B1** (assignee Electronic Arts, filed 2018) - Systems and methods for adjusting online game content and access for multiple platforms (**Exhibit P-39**);
- c) **Patent US9138639B1** (Kabam Inc filed 2013, assigned to Bank of Montreal in 2018) - *System and method for providing in-game pricing relative to player statistics (Exhibit P- 40)*

“One aspect of the disclosure relates to providing players pricing of in-game virtual items associated with their experience and their progress in the game. For example, the first player and the second player may have similar triggers, similar in-game events, and actually have different prices and currencies inside each story depending on each player's progress in the game, thus creating an individualized experience that may alter from player to player.”;

- d) **Patent US9623335B1** (Kabam Inc filed 2013, assigned to Bank of Montreal in 2018) - *Access to an exclusive virtual section of an online game based on past spending behavior (Patent P-41)*

“This disclosure relates to a system and methodology for obtaining information associated with spend history of a first user in connection with playing an online game and processing the information associated with the spend history to assign the user spend parameter value to the first user which may be further used to provide selective access to an exclusive virtual section associated with an online game when the user spend parameter value meets the spend threshold.”.

G. THE LOOT BOX DEFENDANTS' ~~RESPONDENTS'~~ LOOT BOXES

81. Loot Box Defendants' Respondents' Digital Games all function in a substantially similar fashion, with players paying Consideration to open or engage in the Loot Box, either by purchasing the Loot Box directly using real money, or spending real money on a virtual currency which they can then exchange for a Loot Box. By opening or engaging with the Loot Box, the player obtains a chance to win a Prize.

82. The Loot Box Defendants' Respondents' Loot Boxes involve the elements of Consideration, chance and Prize, such that they constitute a "Scheme" and constitute "gGames" within the meaning of the Code. The purchase and opening of a Loot Box is a "bet", the computer infrastructure and the individual games alone or in combination are "gaming equipment", and the Defendants are "keepers" who operate "common betting houses" or "gaming houses" at their physical and online offices and facilities ("places") wherein Loot Box transactions are recorded and processed and proceeds are paid, all as defined in section 197 of the ~~Criminal~~ Code.

83. The technology that underpins the operation of Loot Boxes is hosted on servers located in facilities operated by each of the Loot Box Defendants' Respondents.

84. A schedule listing each specific video game where each Loot Box Defendant Respondent operated an unlawful Loot Box is set out as Appendix A to this Third Amended Application for Authorization (the "**Affected Titles**").

85. Without limiting the generality of the foregoing, the Plaintiff ~~Petitioner~~ pleads the following allegations against each specific Loot Box Defendant Respondent:

i. Electronic Arts

86. Since 2008, Electronic Arts has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, the FIFA, NHL, NBA, and Madden NFL franchise, Battlefield, Mass Effect, Star Wars, and others.

86.1. Through their establishments in Quebec, including EA Montréal and Motive Studios, Electronic Arts carries on activities in the province of Quebec that are at the heart of this legal action, including the development, design, implementation, debugging, game experience testing and improvement of core engine functioning of, and/or contributing to, ~~d~~Digital gGames containing Loot Boxes listed in Affected Titles (Appendix A) that have been, and continue to be, offered, sold to, and consumed by Canadians throughout the country.

86.2. In addition to potential others, some examples of Electronic Arts' activities related to the development and design of their ~~d~~Digital gGames that contain Loot Boxes that have been, and continue to be, offered, sold to, and consumed by Canadians, including:

- a) Activities related to Electronic Arts sports (EA Sports) ~~d~~Digital gGames, as seen by the list of EA Sports indicated as items 1 to 41 in Affected Titles of Appendix A to this Application, as seen by Electronic Art (Canada) Inc's corporate information retrieved from Quebec Business Registry indicating EA Sports as an "other name used in Quebec", as seen by the copy of the description of "Generalist Software Engineer – C++ - EA Sports" with EA Sports in EA Montreal location retrieved from EA's Official

Website, by the copy of the description of “Lead Data Engineer” job with the FIFA Analytics Team in, among others, the Montreal Electronic Arts establishment retrieved from EA’s Official Website, respectively **Exhibit P-42, P-48 and P-49**.

- b) Activities related to Electronic Arts ~~d~~Digital ~~g~~Games produced by their BioWare Studio, such as Dragon Age: Inquisition, Mass Effect 3, Mass Effect: Andromeda, Star Wars: The Old Republic, as indicated as items 48, 49, 50 and 54, respectively, in Affected Titles of Appendix A to this Application, as seen by the copy of the description of Bioware’s Games retrieved from Bioware’s website, and as seen by the copy of electronic News article titled ‘In Their Own Words: Scott Horner’ in which EA, the author of the article, indicating ‘BioWare Montreal’ retrieved from EA’s Official Website, respectively **Exhibit P-50, and P51**.

87. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "card packs", "ultimate team packs", "battlepacks", "apex packs", and others.

88. In all Electronic Arts Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized ~~g~~Games of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money’s worth.~~

89. Over 60 ~~d~~Digital ~~g~~Games produced by Electronic Arts contain Lootboxes based on expert report of Eamon Garrett made on February 5, 2021 filed as Exhibit **P-31**.

ii. Activision Blizzard

90. Since 2008, Activision Blizzard has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Hearthstone, Heroes of the Storm, Overwatch, Destiny, and others.

90.1. Through their establishments in Quebec, including Beenox Inc., Activision Blizzard carries on activities in the province of Quebec that are at the heart of this legal action, including the development, design, implementation, and production of ~~d~~Digital ~~g~~Games that contain Loot Boxes and that have been, and continue to be, offered, sold to, and consumed by Canadians throughout the country.

90.2. Among potential others, examples include Call of Duty: Black Ops III, Call of Duty: Black Ops 4, and Call of Duty: Modern Warfare Remastered, as indicated as Items 68, 69 and 71 in Affected Titles of Appendix A, as seen by the copies of the game descriptions of each of these examples indicating Beenox Inc. as developer and Activision as editor, **Exhibits P-52, P-53, and P-54**.

91. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "card packs", "loot chests", "mystery bags", and others.

92. In all Activision Blizzard Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized ~~g~~Games of chance in which the player

~~stakes Consideration for the chance to win a Prize. has the prospect of loss or gain of money's worth.~~

iii. Take-Two

93. Since 2008, Take-Two has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Grand Theft Auto, NBA 2K, WWE 2K, and others.

94. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "card packs", "loot packs", "lucky wheel", and others.

95. In all Take-Two Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

iv. WB Games

96. Since 2008, WB Games has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, DC Universe, Lord of the Rings, Middle-Earth: Shadow of War, WWE Immortals, and others.

96.1. Through their establishments in Quebec, including WB Games Montreal and NetherRealm Studios, WB Games carries on activities in the province of Quebec that are at the heart of this legal action, including the development, design, implementation, and production of dDigital gGames that contain Loot Boxes and that have been, and continue to be, offered, sold to, and consumed by Canadians throughout the country.

96.2. In addition to potential others, examples include Injustice 2 Mobile as indicated as item 93.a) on Affected Titles in Appendix A, as seen by the copy of the Screen Shot of the end credits of the game indicating and crediting the game development work by WB Montréal and team members from their establishments in Quebec, and by the copy of the description for the role of "Senior Designer – Live Ops" with the NetherRealm Studios mobile game team, respectively **Exhibit P-55 and P-47.**

97. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "promethium lockbox", "steel-bound lootboxes", "assassins war chest", and others.

98. In all WB Games Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

v. Ubisoft

99. Since 2008, Ubisoft has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Assassin's Creed Origins, Brawlhalla, For Honor, Might & Magic, Tom Clancy, and others.

100. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "mystery boxes", "booty chests", "relic boxes", and others.

101. In all Ubisoft Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

vi. Microsoft

102. Since 2008, Microsoft has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Halo 5, Gears of War 4, Forza Motorsport 7, and others.

103. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "packs", "booster packs", "REQ Packs", "Mod Packs", and others.

104. In all Microsoft Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

vii. Epic Games

105. Since 2008, Microsoft has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Halo 5, Gears of War 4, Forza Motorsport 7, and others.

106. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "packs", "booster packs", "REQ Packs", "Mod Packs", and others.

107. In all Microsoft Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

viii. Scopely

108. Since 2008, Scopely has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, The Walking Dead, Star Trek Fleet Command, Dice With Buddies, and others.

109. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "packs", "bags", "caches", "chests", "orbs", "scratch & win", and others, as seen in more detail in the description of Scopely's Loot Boxes set out in Exhibit P-56.

110. In all Scopely Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

110.1. For example, Scopely has employed Loot Boxes in the Digital Game Marvel Strike Force. In this game, players can purchase Loot Boxes known as “Orbs” using a virtual currency known as “Power Cores” that can either be earned in the game or purchased with real money. These Loot Boxes contain various virtual items, such as pieces of Marvel characters known as “Character Shards” or “Shards” and other items for the player’s roster of superhero characters that are then used to battle other player’s rosters of characters. Available with real money, Orbs are randomized games of chance.



Power Cores, used to buy Orbs, available in Scopely’s Digital Game Scopely with real money, as seen in more detail on Exhibit P-56



Orbs, including the Premium Orb or the Wakanda Orb, available for a certain number of Power Cores, provide the player with Shards, as seen in Exhibit P-56.

110.2. There is an element of chance as the player does not know prior to opening the Orb what they will win, including whether they will obtain a prize with an objectively higher or lower value. The value of these items is objective as each character is ascribed an objective statistical “Star Rank” rating in comparison to one another. Thus, certain characters have a higher Star Rank than others and are objectively better. For example, the character Mestipho has a total score of

10,177,732 whereas the character Karnak is only tenth his worth, with a total score of 1,205,439, as seen on **Exhibits P-59** and **P-60**.

110.3. To play Marvel Strike Force a player needs characters, and therefore Character Shards. To be competitive in the game, a player needs to continue to obtain more Shards to increase the objective rating of their characters known as their “Star Rank”, and/or a player needs to collect new characters. Characters and Character Shards are released into the game in a variety of ways, notably through Events, Achievements or Campaigns. There are different types of Character Release Events including Campaigns, Blitz, Web Milestones and Month-Long Events, which happen for a limited time on specific dates or days, and often require the player to have specific characters at specific levels in order to participate, as is set out in advance to players via a Weekly Blog published by Scopely on their Marvel Strike Force website, as seen on the copy of the Weekly Blog: Mind Over Matter, published on December 20, 2024, **Exhibit P-62**.

110.4. Scopely maintains exclusive control over which characters are introduced into the game and how they can be acquired, either through regular gameplay or “engagement” or whether through channels where these characters are available with real money. For example:

- a) Changes were made to the game in Fall 2024 in efforts to make it so that players “feel like (they) are continually making progressing towards unlocking the new characters” and to ensure that “at least 1 character within 30 days after the characters initial launch will be made more accessible through engagement” **Exhibit P-63**.
- b) If a player is not able to play on the limited days during the Character Release Event or the characters they already have are not at the minimum required level in order to participate, new Characters or Character Shards can also be acquired directly with real money from the Supplies Store, or Shards for randomly determined characters can also be obtained through the Loot Boxes known as Orbs, as seen on the screen shot of the webpage “How do I unlock characters? – Marvel Strike Force Help Center”, **Exhibit P-64**.

110.5. The contents of a Loot Box in Marvel Strike Force have real world value:

- a) First, the contents of the Loot Boxes in Marvel Strike Force have intrinsic value. For example, players can use real money to purchase virtual currency “Power Cores” and then exchange them for a Loot Box called “Orbs”. The Loot Boxes in the game are not always the same price; some require 35 Cores for the Basic Orb and others 450 Cores for the Premium Orbs, as seen on **Exhibit P-56**. Some are worth more than others.
- b) Second, certain items available in Loot Boxes, such as characters or Character Shards are also directly available for sale with real currency having a quantifiable and identifiable monetary value. For example, if a player wants to obtain the Red Goblin character, they will need 100-Character Shards. Five (5) Character Shards can be acquired for 450 Power Cores, Power Cores being the virtual currency, and 375 Power Cores are sold and valued at \$6.99. This means that the Red Goblin has at least a value of \$8.38, as is seen from screenshots of these Loot Box items in Marvel

Strike Force attached as **Exhibit P-65**. It is therefore possible to calculate the real-world value of the items available in the Loot Boxes.

- c) Third, the content of the Scopely Loot Boxes also has commercial and exchangeable value outside of the Defendants' video games. In particular, the content of the Loot Boxes available in Marvel Strike Force, characters and Character Shards, can be purchased and sold with real currency on third-party websites as seen on the screenshot of the website PlayersAuctions, **Exhibit P-59**.

ix. Niantic

111. Since 2008, Niantic has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Pokemon GO, Harry Potter: Wizards Unite, and others.

112. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "eggs", "pokecoins", "portmantaeus", "runestones", and others.

113. In all Niantic Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

x. King

114. Since 2008, King has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, Candy Crush Saga, Shuffle Cats, Legend of Solgard, Knighthood, and others.

115. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "daily booster wheel", "win moves wheel", "chests", and others.

116. In all King Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

xi. Zynga

117. Since 2008, Zynga has employed Loot Boxes in its games listed in Affected Titles Appendix A, including, *inter alia*, CSR Racing 2, Dawn of Titans, Empires & Puzzles: Epic Match 3, Farmville 2: Tropical Escape, and others

118. In all of their games, players are able to purchase Loot Boxes with varying names, included, *inter alia*, "crates", "altars", "shrines", "summon gates", "bottles", and others.

119. In all Zynga Loot Boxes contained in Affected Titles Appendix A, players can use real money to purchase Loot Boxes, or can use real money to purchase virtual currency which can be exchanged for Loot Boxes, that are randomized gGames of chance in which the player stakes Consideration for the chance to win a Prize. ~~has the prospect of loss or gain of money's worth.~~

IV. LOOT BOX DEFENDANTS' UNLAWFUL CONDUCT

A. Conduct Contrary to the *Criminal Code of Canada*

119.1. Part VII of the Code prohibits unlawful gaming schemes, including *inter alia* betting, lotteries, and games of chance that generally involve the staking of Consideration for the chance to win a Prize.

119.2. Gaming operations must be licensed at the provincial level to offer their services to the public. There is no exception for online gaming operations inside or outside Canada. Provincial governments regulate gaming through their provincial statutes, such as in the *Act respecting lotteries and amusement machines*, CQLR c., L-6 and its associated regulations in Quebec, as well as the other corresponding provincial statutes and regulations as set out in Schedule B.

119.3. The Code prohibits a range of unregulated lottery and gaming schemes. All the Defendants' Loot Boxes are unlawful as their operation is contrary to the Code, and the Defendants are not licensed in Canada to operate gambling, gaming or lottery businesses. The Defendants' Loot Boxes constitute an unlawful gaming scheme, whereby players stake Consideration for a chance to win a Prize, thereby engaging the unlawful gaming offences set out under sections 201, 202, 206 and 207 of the Code.

i. Section 201 – Keeping of a Gaming or Betting House

119.4. Section 201 of the Code prohibits the keeping of a gaming or betting house. The Defendants conduct constitutes the keeping of a “gaming or betting house” in that the Defendants have established and operate offices, computer facilities, and other physical or online infrastructure for the receipt and processing of payments for Loot Boxes in the Affected Titles, both directly through their own platforms in the Digital Games and/or through Third-Party Platforms. All contrary to subsection 201(2) of the Code.

ii. Section 202 – Book-making or Pool-selling

119.5. Section 202 of the Code prohibits betting, pool-selling or book-making, or more generally the registration or recording of bets. The Defendants conduct described in this claim constitutes conduct contrary to this section, notably:

- a) Use or knowingly allow a place under their control, including their offices, their computer facilities and other infrastructure for the receipt and processing of payments for Loot Boxes in the Affected Titles, to be used for the purpose of recording, or registering bets;
- b) Employ devices and apparatus for the purposes of recording and registering bets, and devices for gambling and betting (including the computer servers used to operate the Digital Games listed in the Affected Titles and for the receipt and processing of payments for Loot Boxes in these Affected Titles);
- c) Have under their control money and other property relating to transactions, including the proceeds from the sale of Loot Boxes in real or virtual currency, both directly from the in-game stores themselves and/or through the Third-Party Platforms;

- d) Record and register bets in respect of the Loot Boxes in the Affected Titles including through the in-game stores;
- e) Are in the business of betting, including through the in-game stores;
- f) Willfully send, transmit, deliver and receive messages conveying information relating to betting which includes advertisements of Loot Boxes in the Affected Titles, online and offline as well as through their in-game stores and the arrangements and subsequent selling and offering of their Digital Games' Loot Boxes on Third-Party Platforms.

iii. Sections 206(1)(a) – (d) – Lottery Schemes Disposing of Property by Chance

119.6. Section 206(1)(a) to (d) of the Code prohibits the making, advertising, selling, conducting, or managing of any proposal, scheme, plan, contrivance, or operation by which any property is advanced, given, sold, or otherwise disposed of by any mode of chance.

119.7. These offences require the staking of Consideration and the determination of outcomes by chance in order to win a Prize consisting of property or valuable interests to some participants and not others.

119.8. Through the Defendants' Loot Boxes players stake Consideration in the form of variable payment to open the Loot Boxes. The outcomes are determined by chance. Players do not know in advance, and cannot meaningfully influence which virtual items, characters, enhancements or other rewards will be obtained when a Loot Box is opened. The distribution of outcomes is controlled by randomized or algorithmic systems designed and operated by the Loot Box Defendants.

119.9. The outcome obtained through the Loot Boxes are a Prize, consisting of, *inter alia*, virtual items, characters, enhancements, abilities, in-game advantages, cosmetic items, access rights, or other digital assets.

119.10. The Prizes disposed of through Loot Boxes constitute property or valuable interests, including incorporeal property or personal rights, as they affect gameplay, player progression, competitive advantage, access to content, or the player's experience within the game. Such Prizes are designed to be desirable, to influence the player's behaviour, and to form part of the Loot Box Defendant's monetization strategies. The Prizes also have real-world or monetary value.

119.11. The Loot Box Defendants design, implement, advertise, sell, and operate Loot Boxes as integrated systems within their games. In doing so, they make, advertise, conduct, manage, and facilitate schemes or operations by which Prizes constituting property or valuable interests are disposed of by chance upon payment of Consideration, contrary to sections 206(1)(a) to (d) of the Code.

iv. Section 206(1)(e) – Schemes Conferring Increased Value through Participation

119.12. Section 206(1)(e) of the Code prohibits schemes, contrivances, or operations in which persons, on payment of money or other valuable Consideration, become entitled to receive

a greater amount of value, benefit, or advantage by reason of the participation of payments of other persons under the same scheme or operation.

119.13. The Loot Boxes operate within monetization systems designed to scale with player participation. Players pay Consideration to participate in Loot Box systems that dispose a Prize, conferring *inter alia* enhanced in-game value, progression opportunities, access to gated content, or competitive advantages, where the perceived and actual value of participation is driven by the size, structure and aggregate participation of players.

119.14. The value and advantages associated with Loot Box participation are promoted, structured, and sustained by the Loot Box Defendants through ongoing game updates, limited-time offerings, rarity, and gated content, such that the benefits obtained by individual players arise within and because of the broader scheme and the aggregate participation by other players.

v. *Section 206(1)(f) – Games of Chance Disposing of Goods or Merchandise*

119.15. Section 206(1)(f) of the Code prohibits games of chance or games of mixed chance and skill in which a participant pays money or other valuable Consideration for the opportunity to obtain goods, wares, or merchandise.

119.16. Loot Boxes function as Games of chance or mixed chance and skill in which players pay Consideration for the opportunity to obtain virtual goods, items or merchandise. These items are produced, distributed, and monetized by the Loot Box Defendants as consumable products within their Digital Games.

119.17. The virtual items and digital assets obtained as Prizes through Loot Boxes constitute goods or merchandise notwithstanding their digital or intangible form, as they are designed for acquisition, consumption and use by players and form part of the Loot Box Defendants' commercial offerings.

vi. *Section 206(1)(g) – Chance-Based Mechanisms Inducing Staking or Hazard*

119.18. Section 206(1)(g) of the Code prohibits inducing persons to stake or hazard money or other valuable property or things on the result of the specific chance-based mechanisms.

119.19. Engaging in Loot Boxes requires players to expend money, virtual currency, or other valuable in-game resources in order to obtain randomized outcomes, thereby inducing players to hazard valuable virtual property on chance-based mechanisms designed and controlled by the Loot Box Defendants.

119.20. As a result of their conduct, the Loot Box Defendants have breached the foregoing provisions of the Code, Part VII. Their gaming operations are not licensed under the *Act respecting lotteries and amusement machines*, CQLR c., L-6 as required under section 207 of the Code. For the National-class Loot Box Defendants, their gaming operations are also not licensed under the related provincial enactments as set out at Appendix B to this claim.

B. *Conduct Contrary to Consumer Protection Act*

119.21. The Loot Box Defendants' conduct is contrary to the obligations set out in the *Consumer Protection Act*, CQLR c P-40.1 ("**CPA**"),

119.22. The Plaintiff and Class Members in Québec purchased and played the Affected Titles and purchased the Loot Boxes in the for purposes that are primarily person, family or household. They are “consumers” within the meaning of section 1(e) of the CPA.

119.23. The Loot Box Defendants are all “merchants” within the meaning of subsection 1(2) of the CPA.

119.24. The Loot Boxes and their virtual contents are “goods” within the meaning of the CPA. The sale and supply of the Loot Boxes from the Loot Box Defendants to Class Members in Québec constitutes a consumer contract within the meaning of section 2 of the CPA.

119.25. In connection with their design, selling, marketing, operation, and receipt of revenue from Loot Boxes in the Affected Titles, using their exclusive control of the game mechanic operations, the Loot Box Defendants have committed deceptive practices prohibited by the CPA under sections 215 and onwards, and exemplify conduct that amounts to lesion contrary to sections 8-9 CPA as the obligations imposed on the consumer are excessive, harsh or unconscionable. Specifically, by their conduct set out herein, including but not limited to the examples listed below, the Loot Box Defendants have breached the CPA, and related provincial enactments subject to the scope of this action for claims against the National-class Loot Box Defendants, and set out in Appendix C:

- a) offering and operating the Loot Boxes in breach of the Code;
- b) concealing the odds for their Loot Boxes or providing disclosure of odds in a manner that is insufficient for Class Members to know with any meaningful certainty the likelihood of receiving particular virtual items or even particular classes of virtual items;
- c) failing to place safeguards to prevent minors from playing their Loot Boxes; and
- d) making high-value items that affect game play available exclusively from Loot Boxes, thereby forcing playing to obtain Loot Boxes;
- e) development, building, editing, designing, implementing, and debugging of Digital Games containing Loot Boxes;
- f) setting the probabilities so low for rare and/or high value items as so to make them virtually unattainable without excessive, repeated attempts to obtain those items from Loot Boxes;

119.26. As a result of the Loot Box Defendants’ violation of the CPA, Class Members in Québec are entitled to a reduction of their obligation, notably the amount spent to open the Loot Boxes, plus taxes on those amounts, paid by them during the Class Period pursuant to section 272. Further or in the alternative, Class Members in Québec are entitled to damages equal to the amount that the Loot Box Defendants’ earned in profit from their operation of Loot Box transactions that they would not have gained absent their conduct in breach of the CPA.

119.27. The Loot Box Defendants cannot rely on any stipulation that obliges the consumer to refer a dispute to arbitration or restricts the consumer’s right to go before a court, such as an

arbitration clause or class action waiver, if any such stipulation exists, due to section 11.1 of the CPA, which invalidates any such clause or waiver, rendering it void.

C. Conduct Contrary to the Competition Act

119.28. By their conduct set out herein, the Loot Box Defendants have breached the Competition Act, RSC 1985, c C-35.

119.29. The Loot Box Defendants have knowingly or recklessly made false or misleading representations and omissions contrary to sections 52 and 52.01 of the Competition Act, including but not limited to the representations that:

- a) Offer Loot Boxes to the public and Class Members as though they were legal when they are in fact unlawful;
- b) Advertise an illegal internet gaming site, contrary to *inter alia* the above provincial Consumer Protection Acts;
- c) Fail to disclose odds of winning or insufficient for Class Members to know with any meaningful certainty the likelihood of receiving particular virtual items or even particular classes of virtual items
- d) Fail to take appropriate steps to protect minors; and
- e) Fail to promote responsible gaming.

119.30. As a result of the Loot Box Defendants' breaches of the Competition Act, the Plaintiff and Class Members have suffered losses. As a result of the Loot Box Defendants' conduct contrary to the Competition Act, the Plaintiff and Class Members spent money on Loot Boxes in the Affected Titles, which the Loot Box Defendants should not have been able to offer them as a feature due to their unlawful nature.

119.31. The Plaintiff and Class Members are entitled to recover from Microsoft an amount equal to the Takings under section 36 of the Competition Act, as well as the cost of investigation and proceeding into the Loot Box Defendants' conduct described in this claim.

V. FACTS GIVING RISE TO INDIVIDUAL ACTION BY THE PLAINTIFF

The Case of the Plaintiff Petitioner

120. Mr. Gabriel Bourgeois is 30 years old as of the date of filing.

121. He is a resident of Quebec who lives in the greater Montreal region.

122. He is educated at the University of Sherbrooke and works as an occupational therapist.

123. During the years of 2020-2021, He purchased over \$300 worth of Loot Boxes in the digital game Marvel Strike Force, called "Orbs", listed as Item No. 132 on Appendix A to this claim.

123.1. The Plaintiff did not know the exact contents of the Orbs prior to opening them as the contents were completely random.

123.2. The Plaintiff spent money to open Loot Boxes with hopes to obtain Character Shards to obtain new, stronger characters and to obtain a virtual item called a “Red Star” which increases the strength of existing characters so that they become stronger and then he can be more competitive in the game.

123.3. The Plaintiff felt it was impossible to play the game competitively without purchasing Loot Boxes as the new characters or virtual items were only available through regular game play sometime after they had already been accessible through Loot Boxes purchases. When he waited for these characters or items to be available through regular gameplay, they were now downgraded by the even more new, and more powerful characters available in the Orbs since then.

124. He is bringing the claim in good faith.

125. He does not have a conflict with other Class Members.

126. He understands the role of the representative plaintiff in the context of a class action law suit and will dedicate the necessary time to participating within and understanding his duty to other Class Members. He has the time and energy properly required to this endeavor.

127. He is in a position to collaborate with his lawyers to accomplish the necessary tasks to ensure that the rights of Class Members are fully considered.

VI. THE FACTS THAT GIVE RISE TO AN INDIVIDUAL ACTION BY ALL CLASS MEMBERS, ARE AS FOLLOWS:

128. Class Members have been playing Digital Games in the multibillion dollar gaming industry for decades.

129. Class Members have spent hundreds of millions if not billions of dollars in Loot Boxes contained in the Affected Titles Appendix A document.

130. The Loot Box Defendants ~~Respondents~~ sought to and did in fact monetize on their addictive Loot Boxes, which in turn generated hundreds of millions if not billions in profit to their own benefit, and to the detriment of Class Members, include the Underage Players.

131. All Loot Boxes contained within all the games set out in Affected Titles Appendix A are unlawful. They are contrary to the ~~Criminal Code of Canada~~ and the Loot Box Defendants ~~Respondents~~ never obtained provincial government licensing required to operate them.

VII. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A. COMPOSITION OF THE CLASS

~~THE COMPOSITION OF THE CLASS MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES OF MANDATES TO TAKE PART IN JUDICIAL PROCEEDINGS ON BEHALF OF OTHERS OR FOR CONSOLIDATION OF PROCEEDINGS IN THAT~~

132. The composition of the class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of

proceedings in that the size of the Class is estimated to be in the hundreds of thousands of people who play Digital Games.

133. It is impossible for the Plaintiff ~~Petitioner~~ to contact and obtain mandates from every Class Member.

B. COMMON ISSUES

~~THE PETITIONER SEEKS TO HAVE THE FOLLOWING QUESTIONS OF FACT AND LAW, WHICH ARE IDENTICAL, SIMILAR OR RELATED AND UNITE EACH CLASS MEMBER, DECIDED BY A CLASS ACTION:~~

133.1. The Plaintiff seeks to have the following questions of fact and law, which are identical, similar or related for each Class Member decided through a class action.

i. Fact-related Issues

134. Do the Loot Box Defendants' ~~Respondents'~~ games in the Affected Titles contain Loot Boxes? If so, which games and how many Loot Boxes?

134.1. Did the Loot Box Defendants' disclose the odds in their Loot Boxes in the Affected Titles? If so, how and in which Affected Titles during what time period(s)? If not, in which Affected Titles and during what time period(s)?

134.2. Do the Loot Box Defendants' ~~Respondents~~ games in the Affected Titles apply Direct Gambling Mechanics, Dynamic Difficulty Adjustment, Matchmaking Optimization or Dynamic Pricing? If so, which games among the Affected Titles?

ii. Liability-related Issues

135. Are Loot Boxes contained within the Defendants' ~~Respondents~~ Digital Games contrary to the ~~Criminal Code of Canada~~?

136. Are the Defendants' ~~Respondents~~ Loot Boxes subject to provincial gambling regulation requirements? If so, did the Defendants' ~~Respondents~~ comply with those requirements?

~~137. Do the Loot Box Respondents' games in the Affected Titles apply Direct Gambling Mechanics, Dynamic Difficulty Adjustment, Matchmaking Optimization or Dynamic Pricing? If so, which games among the Affected Titles?~~

138. Do the Defendants' ~~Respondents~~ Loot Boxes breach the *Consumer Protection Act*?

139. Do the Defendants' ~~Respondents~~ Loot Boxes breach the *Competition Act*?

140. Do the Defendants' ~~Respondents~~ Loot Boxes breach the *Civil Code of Quebec* and related enactments and doctrine of unjust enrichment in the common law provinces?

iii. Damage-related Issues

141. Are the Plaintiff ~~Petitioner~~ and Class Members entitled to restitution, compensatory or other damages for any of breach of the ~~Criminal Code~~, breach of any provincial statute or

regulations, breach of the CCQ, or breach of the common law? If so, can the damages be aggregated?

142. Are the Plaintiff ~~Petitioner~~ and Class Members entitled to punitive damages?

C. ADEQUACY OF PROPOSED REPRESENTATIVE

142.1. The Plaintiff is a Class Member. He has an honest desire to represent the interests of Class Members and is not aware of any conflict of interest between himself and the members of the class.

142.2. The Plaintiff is willing to cooperate fully with his attorneys in order to diligently carry out the action.

142.3. The Plaintiff is represented by attorneys who have experience in class action litigation.

VIII. IT IS APPROPRIATE TO AUTHORIZE A CLASS ACTION ON BEHALF OF CLASS MEMBERS FOR THE FOLLOWING REASONS:

143. Only the institution of a class action will provide Class Members with reasonable access to justice.

144. The cost of bringing individual actions would disproportionately exceed the amount sought by individual Class Members.

145. If Class Members exercised their rights through Canada, the sheer number of individual claims would lead to a multitude of individual actions instituted in a multitude of different jurisdictions against a multitude of different defendants ~~respondents~~ in varying combinations. This could lead to contradictory rulings on questions of fact and law that are for all intents and purposes identical to all Class Members. The judicial remedy herein would eliminate the overloading and unnecessary burden on the entire Canadian judicial system.

IX. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

146. The Plaintiff ~~Petitioner~~ seeks to institute a class action in declaratory relief, compensatory, punitive and other damages.

147. The conclusions that the Plaintiff ~~Petitioner~~ wishes to introduce by way of a motion to institute proceedings are:

GRANT the Plaintiff's ~~Petitioner's~~ Motion on behalf of all Class Members;

DECLARE that the Defendants ~~Respondents~~ have breached the *Criminal Code of Canada* and failed to comply with provincial gaming regulations;

CONDEMN the Defendants ~~Respondents~~ to pay the Plaintiff ~~Petitioner~~ and Class Members compensatory and punitive damages;

ORDER the collective recovery of the claims;

ORDER the liquidation of the Class Members' individual claims;

THE WHOLE with costs, including costs of all experts, notices and expenses of the administrator, if any;

~~The Petitioner is apt to assume an adequate representation of the Class Members that he intends to represent for the following reasons.~~

~~148. The Petitioner is a Class Member. He has an honest desire to represent the interests of Class Members.~~

~~149. The Petitioner is willing to cooperate fully with his attorneys in order to diligently carry out the action.~~

~~150. The Petitioner is represented by attorneys who have experience in class action litigation.~~

X. DISTRICT

The Plaintiff Petitioner requests and proposes that the class action be brought before the Superior Court, sitting in the district of Montreal, for the following reasons:

151. A large amount of the Class Members likely reside in or around Montreal.

152. The corporate headquarters of the Defendant ~~Respondent~~ Ubisoft is in Montreal.

152.1. The Defendants ~~Respondents~~ Electronic Arts and WB Games carry on activities in Montreal, QC that are at the heart of this legal action, including the development, design, implementation, and production of eDigital gGames that contain Loot Boxes and that have been, and continue to be, offered, sold to, and consumed by Canadians.

153. The Plaintiff's ~~Petitioner~~ attorneys practice is in the District of Montreal.

FOR THESE MOTIVES, MAY IT PLEASE THE COURT:

GRANT the Plaintiff's ~~Petitioner's~~ motion;

AUTHORIZE the class action hereinafter described as:

An action in declaratory relief, compensatory, punitive and other damages.

GRANT The Plaintiff's ~~Petitioner's~~ Motion to obtain the Status of Representative of all Class Members forming part of the Class hereinafter defined as:

All Canadian customers of the National-class Loot Box Defendants ~~Respondents~~ (defined further below) who purchased or otherwise paid directly or indirectly for loot boxes in any of the games set out in Schedule A to this Third Amended-(2) *Application for Authorization* between 2008 and the date this action is authorized as a class proceeding, except such Canadian customers otherwise already included in class description in either one of the following cases *Cunningham et al v. Activision Blizzard Inc. et al* SCBC S-2013414, *Lussier et al v. Scopely Inc.*, SCBC S2013510, *Pechnik et al v. Take-Two Interactive Software Inc. et al*, SCBC S211073,

Sutherland v. Electronic Arts Inc. et al, SCBC S-209803, *Petty et al v. Ninantic Inc. et al*, SCBC S-213723.

And

All Quebec customers of the Quebec-class Loot Box Defendants' Respondents (defined further below) who purchased or otherwise paid directly or indirectly for loot boxes in any of the games set out in Schedule A to this Third Amended (2) Application for Authorization between 2008 and the date this action is authorized as a class proceeding.

IDENTIFY as follows the principle questions of fact and law to be determined collectively:

- a) Do the Loot Box Defendants' Respondents games in the Affected Titles contain Loot Boxes? If so, which games and how many Loot Boxes?
- b) Did the Loot Box Defendants' disclose the odds in their Loot Boxes in the Affected Titles? If so, how and in which Affected Titles during what time period(s)? If not, in which Affected Titles and during what time period(s)?
- c) Are Loot Boxes contained within the Defendants' Respondents Digital Games contrary to the ~~Criminal Code of Canada~~?
- d) Are the Defendants' Respondents Loot Boxes subject to provincial gambling regulation requirements? If so, did the Defendants Respondents comply with those requirements?
- e) Do the Loot Box Defendants' Respondents games in the Affected Titles apply Direct Gambling Mechanics, Dynamic Difficulty Adjustment, Matchmaking Optimization or Dynamic Pricing? If so, which games among the Affected Titles?
- f) Do the Defendants' Respondents Loot Boxes breach the *Consumer Protection Act*?
- g) Do the Defendants' Respondents Loot Boxes breach the *Competition Act*?
- h) Do the Defendants' Respondents Loot Boxes breach the *Civil Code of Quebec* and ~~related enactments and doctrine of unjust enrichment in the common law provinces?~~
- i) Are the Plaintiff Petitioner and Class Members entitled to restitution, compensatory or other damages for any of breach of the ~~Criminal~~ Code, breach of any provincial enactments or regulations, breach of the CCQ, or breach of the common law? If so, can the damages be aggregated?
- j) Are the Plaintiff Petitioner and Class Members entitled to punitive damages?

IDENTIFY as follows the conclusions sought in relation thereof:

GRANT the Plaintiff's Petitioner's Motion on behalf of all Class Members;

DECLARE that the Defendants' Respondents have breached the *Criminal Code of Canada* and failed to comply with provincial gaming regulations;

CONDEMN the Defendants' Respondents to pay the Plaintiff Petitioner and Class Members restitution, compensatory, punitive and other damages

ORDER the collective recovery of the claims;

ORDER the liquidation of the Class Members' individual claims;

THE WHOLE with costs, including costs and fees of all experts, notices and expenses of the administrator, if any;

ORDER the publication of a notice to the Class Members according to the terms to be determined by the Court;

REFER the present file to the Chief Justice for determination of the district in which the class action should be brought and to designate the Judge who shall preside over the hearing;

THE WHOLE with costs, including costs and fees of all experts, notices and expenses of the administrator, if any;

Montréal, May 1, 2026

Slater Vecchio

SLATER VECCHIO

Me Saro Turner

Me Andrea Roulet

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SUMMONS
(Articles 145 and following CCP)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

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

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case 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 or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- 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.

Change of judicial district

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

If the application 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 application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff 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 plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

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.

Exhibits supporting the application

In support of the *Third Amended Application for authorization to Institute a Class Action*, the Applicant relies on the following exhibits:

- | | |
|---------------------|---|
| Exhibit P-1: | Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Electronic Arts Inc.; |
| Exhibit P-2: | Copy of a British Columbia Corporate Search for <u>Defendant</u> Respondent Electronic Arts (Canada) Inc.; |
| Exhibit P-3 | Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Activision Blizzard Inc.; |
| Exhibit P-4 | Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Activision Publishing Inc.; |
| Exhibit P-5 | Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Blizzard Entertainment Inc.; |

Exhibit P-6	Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Take Two Interactive Software Inc.;
Exhibit P-7	Copy of an Ontario Corporate Search for <u>Defendant</u> Respondent Take Two Interactive Canada Holdings Inc.;
Exhibit P-8	Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent 2K Games Inc.;
Exhibit P-9	Copy of a Delaware Corporate Search for <u>Defendant</u> Respondent Rockstar Games;
Exhibit P-10	Copy of a Canadian Trademark registration for “Take Two Interactive”;
Exhibit P-11	Copy of a Delaware Corporate Search for Warner Bros Entertainment Inc.;
Exhibit P-12	Copy of an Ontario Corporate Search for Warner Bros Entertainment Canada Inc.;
Exhibit P-13	Copy of a Delaware Corporate Search for Warner Bros Home Entertainment Inc.;
Exhibit P-14	Copy of a Delaware Corporate Search for Warner Bros Interactive Entertainment;
Exhibit P-15	Copy of a 2020 Universal Registration Document showing the address for service of Ubisoft Entertainment SA;
Exhibit P-16	Copy of a California Certificate of Status for Ubisoft Inc.;
Exhibit P-17	Copy of a California Corporate Search for Ubisoft Inc.;
Exhibit P-18	Copy of a Quebec Registraire des Entreprises Search for Ubisoft Entertainment Inc. / Ubisoft Divertissements Inc.;
Exhibit P-19	Copy of a Canadian Trademark registration for “Ubisoft”;
Exhibit P-20	Copy of a Washington State Corporate Search for Microsoft Corporation;
Exhibit P-21	Copy of a Nova Scotia Corporate Search for Microsoft Canada Inc.;
Exhibit P-22	Copy of a Maryland Corporate Search for Epic Games Inc.;
Exhibit P-23	Copy of a British Columbia Corporate Search for Epic Games Canada ULC;
Exhibit P-24	Copy of a Delaware Corporate Search for Scopely Inc.;
Exhibit P-25	Copy of a Canadian Trademark registration for “Scopely”;
Exhibit P-26	Copy of a Delaware Corporate Search for Niantic Inc.
Exhibit P-27	Copy of a Delaware Corporate Search for King Digital Entertainment Group Inc.;
Exhibit P-28	Copy of a Malta filed 2020 Annual Return for King.com Ltd.;
Exhibit P-29	Copy of a Delaware Corporate Search for Zynga Inc.;
Exhibit P-30	Copy of a British Columbia Corporate Search for Zynga Game Canada Ltd.;

- Exhibit P-31** Copy of expert report of Eamon Garrett, February 5, 2021;
- Exhibit P-32** Copy of expert report of Dr. David Zendle, February 9, 2021
- Exhibit P-33** Copy of expert report of Dr. Aaron Drummond, February 9, 2021
- Exhibit P-34** Patent US20170259177A1 (assignee Electronic Arts, filed 2016) - Dynamic difficulty adjustment;
- Exhibit P-35** Patent US10839215B2 (Electronic Arts, filed 2018) - Artificial intelligence for emulating human playstyles;
- Exhibit P-36** Patent US20170259178A1 (assignee Electronic Arts, filed 2016) - Multiplayer video game matchmaking optimization;
- Exhibit P-37** Patent US9789406B2 (Activision Publishing, 2014) - System and method for driving microtransactions in multiplayer video games;
- Exhibit P-38** Patent US10395279B1 (assignee Electronic Arts, filed 2014) - System and method for in-game calendar-based item promotion;
- Exhibit P-39** Patent US10576379B1 (assignee Electronic Arts, filed 2018) - Systems and methods for adjusting online game content and access for multiple platforms;
- Exhibit P-40** Patent US9138639B1 (Kabam Inc, assigned to Bank of Montreal in 2018) - System and method for providing in-game pricing relative to player statistics;
- Exhibit P-41** Patent US9623335B1 (Kabam Inc, assigned to Bank of Montreal in 2018) - Access to an exclusive virtual section of an online game based on past spending behavior;
- Exhibit P-42** Copy of Quebec Business Registry for Electronic Arts (Canada) Inc.
- Exhibit P-43** Copy of webpage on EA Official Website, <https://www.ea.com/ea-studios/motive/studio>, titled "About Motive Studio"
- Exhibit P-44** Copy of Quebec Registry of Personal and Moveable Real Rights for Electronic Arts (Canada) Inc.
- Exhibit P-45** Copy of Quebec Business Registry for Beenox Inc.
- Exhibit P-46** Copy of Quebec Business Registry for WB Games Montréal Inc.
- Exhibit P-47** Copy of webpage on WarnerMedia Website, <https://warnermediacareers.com/global/en/job/R000052284/Senior-Designer-Live-Ops>, titled "Senior Designer – Live Ops"
- Exhibit P-48** Copy of web page on EA Official Website, <https://ea.gr8people.com/jobs/168396/generalist-software-engineer-c-ea-sports?locale=en>, titled "Generalist Software Engineer – C++ - EA Sports"
- Exhibit P-49** Copy of web page on EA Official Website, https://ea.gr8people.com/jobs/172064/lead-data-engineer?geo_location=ChIJDbdkHFQayUwR7-8flTgxTmU, titled "Lead Data Engineer at Electronic Arts"

Exhibit P-50	Copy of webpage on BioWare website, https://www.bioware.com/games/ , titled "Games"
Exhibit P-51	Copy of November 17, 2016, article on www.ea.com/news titled " <i>In Their Own words: Scott Horner</i> ", https://www.ea.com/en-ca/news/in-their-own-words-scott-horner
Exhibit P-52	Copy of webpage on Beenox website, https://beenox.com/call-of-duty-black-ops-3/ , titled "Call of Duty: Black Ops 3"
Exhibit P-53	Copy of webpage on Beenox website, https://beenox.com/call-of-duty-modern-warfare-remastered/ , titled "Call of Duty: Black Ops Modern Warfare Remastered"
Exhibit P-54	Copy of webpage on Beenox website, https://beenox.com/call-of-duty-black-ops-4/ , titled "Call of Duty: Black Ops 4"
Exhibit P-55	Screen capture of Injustice 2 Mobile's end credits, taken on May 17, 2022.
<u>Exhibit P-56</u>	<u>Report of E Garrett - Scopely Games.pdf</u>
<u>Exhibit P-57</u>	<u>Report of E Garrett - Loot Box Defendants Games.pdf</u>
<u>Exhibit P-58</u>	<u>Drummond et al - Article - October 2020.pdf</u>
<u>Exhibit P-59</u>	<u>Screenshots of Third-Party Marketplace Webpages.pdf</u>
<u>Exhibit P-60</u>	<u>Screenshot of Mephisto Character Webpage MARVEL Strike Force Database.pdf</u>
<u>Exhibit P-61</u>	<u>Screenshot of Karnak Character Webpage MARVEL Strike Force Database.pdf</u>
<u>Exhibit P-62</u>	<u>2026-02-24 Printscreen of Weekly Blog Mind Over Matter MARVEL Strike Force Scopely</u>
<u>Exhibit P-63</u>	<u>Printscreen - The Future of Character Release Events MARVEL Strike Force Scopely</u>
<u>Exhibit P-64</u>	<u>Screenshot of How do I unlock characters — Marvel Strike Force Help Center.pdf</u>
<u>Exhibit P-65</u>	<u>Marvel Strike Force Red Goblin Value Screenshots.pdf</u>

The exhibits in support of the application are available upon request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montréal, May 1, 2026

Slater Vecchio

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NOTICE OF PRESENTATION
(Articles 146 and 574 CCP)

TO:

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

and

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

and

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

and

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

and

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

and

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

and

TAKE TWO INTERACTIVE CANADA HOLDINGS INC., legal person duly constituted, having its address for service at 5770 Hutorntario St, Mississauga, Ontario, L5R 3G5

and

2K GAMES INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, Delaware, 19808

and

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

and

WARNER BROS. ENTERTAINMENT INC., legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

and

WARNER BROS ENTERTAINMENT CANADA INC., legal person duly constituted, having its address for service at Suite 1600, 5000 Yonge Street, Toronto, Ontario, M2N 6P1

and

WARNER BROS. HOME ENTERTAINMENT INC, legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

UBISOFT ENTERTAINMENT SA, legal person duly constituted, having its address for service at 107, avenue Henri Fréville, Rennes, France, 35200

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, CA, 91362

and

UBISOFT ENTERTAINMENT INC. / UBISOFT DIVERTISSEMENTS INC., legal person duly constituted, having its address for service at 5000 – 5505 Blvd Saint-Laurent, Montréal (Québec), H2T1S6

and

MICROSOFT CORPORATION, legal person duly constituted, having its address for service at 1 Microsoft Way, Redmond, WA, 98052

and

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

and

EPIC GAMES INC., legal person duly constituted, having its address for service at 201 - 2405 York Road, Lutherville Timonium, MD, 21093

and

EPIC GAMES CANADA ULC, legal person duly constituted, having its address for service at 2400 – 745 Thurlow Street, Vancouver, BC, V6E 0C5

and

SCOPELY INC., legal person duly constituted, having its address for service at c/o National Registered Agents Inc, 1209 Orange Street, Wilmington, DE, 19801

and

NIANTIC INC., legal person duly constituted, having its address for service at 3500 South Dupont Highway, Dover, Delaware, 19901

and

KING DIGITAL ENTERTAINMENT GROUP INC., legal person duly constituted, having its address for service at 1209 Orange St., Wilmington, DE 19801

and

KING.COM LTD., legal person duly constituted, having its address for service at Aragon House Business Center, Dragonara Rd, St Julians, Malta, STJ 3140

and

ZYNGA INC., legal person duly constituted, having its address for service at 251 Little Falls Drive, Wilmington, DE, 19808

and

ZYNGA GAME CANADA LTD., legal person duly constituted, having its address for service at 1600 - 925 West Georgia Street, Vancouver, BC, V6C 3L2

TAKE NOTICE that Applicant's Third Amended Application for Authorization to Institute a Class Action will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, May 1, 2026

Slater Vecchio

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APPENDIX “A” – Affected Titles

LIST OF LOOT BOXES IN LOOT BOX DEFENDANTS’ ~~RESPONDENTS’~~ GAMES

ELECTRONIC ARTS

1. FIFA 09;
2. FIFA 10;
3. FIFA 11;
4. FIFA 12;
5. FIFA 13;
6. FIFA 14;
7. FIFA 15;
8. FIFA 16;
9. FIFA 17;
10. FIFA 18;
11. FIFA 19;
12. FIFA 20;
13. FIFA 21;
14. Madden NFL 10;
15. Madden NFL 11;
16. Madden NFL 12;
17. Madden NFL 13;
18. Madden NFL 25³;
19. Madden NFL 15;
20. Madden NFL 16;
21. Madden NFL 17;
22. Madden NFL 18;
23. Madden NFL 19;
24. Madden NFL 20;
25. Madden NFL 21;
26. NHL 11;
27. NHL 12;
28. NHL 13;
29. NHL 14;
30. NHL 15;

³ Released for the 2014 gaming year to commemorate the 25th anniversary of the Madden NFL game franchise.

31. NHL 16;
32. NHL 17;
33. NHL 18;
34. NHL 19;
35. NHL 20;
36. NHL 21;
37. NBA Live 14;
38. NBA Live 15;
39. NBA Live 16;
40. NBA Live 18;
41. NBA Live 19;
42. UFC 2;
43. UFC 3;
44. Apex Legends;
45. Battlefield 4;
46. Battlefield Hardline;
47. Battlefield 1 (2016);
48. Dragon Age: Inquisition;
49. Mass Effect 3;
50. Mass Effect: Andromeda;
51. Need for Speed: Payback;
52. Plants vs Zombies: Garden Warfare;
53. Plants vs Zombies: Garden Warfare 2;
54. Star Wars: The Old Republic;
55. Command & Conquer: Rivals;
56. Heroes of Dragon Age;
57. Plants vs Zombies 2: It's About Time;
58. Star Wars: Galaxy of Heroes;
59. The Sims Mobile;
60. WarFriends;
61. Such other games developed and published by the Electronic Arts Defendants that may become known to the Plaintiff;

ACTIVISION BLIZZARD

62. Hearthstone;
63. Heroes of the Storm;
64. Overwatch;
65. Destiny;
66. Destiny 2;
67. Call of Duty: Advanced Warfare;
68. Call of Duty: Black Ops III;
69. Call of Duty: Black Ops 4;
70. Call of Duty: Infinite Warfare;
71. Call of Duty: Modern Warfare Remastered;
72. Call of Duty: WWII;
73. Skylanders: Imaginators;
74. Such other games developed and published by the Activision Blizzard Defendants that may become known to the Plaintiff;

TAKE-TWO

75. Grand Theft Auto V / Grand Theft Auto Online;
76. NBA 2K13;
77. NBA 2K14;
78. NBA 2K15;
79. NBA 2K16;
80. NBA 2K17;
81. NBA 2K18;
82. NBA 2K19;
83. NBA 2K20;
84. NBA 2K21;
85. WWE 2K18;
86. WWE 2K19;
87. WWE 2K20;
88. Such other games developed and published by the Take-Two Defendants that may become known to the Plaintiff;

WB GAMES

89. DC Universe Online;
90. Lord of the Rings Online;

91. Middle-Earth: Shadow Of War;
92. WWE Immortals;
93. Such other games developed and published by the WB Games Defendants that may become known to the Plaintiff;

UBISOFT

94. Assassin's Creed Identity;
95. Assassin's Creed Origins;
96. Brawlhalla;
97. For Honor;
98. Might & Magic Heroes: Era of Chaos;
99. Might & Magic: Chess Royale;
100. Might & Magic: Heroes Online;
101. Rayman Adventures;
102. South Park: Phone Destroyer;
103. The Mighty Quest for Epic Loot;
104. Tom Clancy's Elite Squad;
105. Tom Clancy's Ghost Recon Wildlands;
106. Tom Clancy's Rainbow Six Siege;
107. Tom Clancy's The Division;
108. Tom Clancy's The Division 2;
109. Such other games developed and published by the Ubisoft Defendants that may become known to the Plaintiff;

MICROSOFT

110. Ryse: Son of Rome;
111. Magic 2015: Duels of the Planeswalkers;
112. Halo 5: Guardians;
113. Rise of the Tomb Raider (Xbox);
114. Gears of War 4;
115. Forza Motorsport 6: Apex;
116. Halo 5: Forge;
117. Forza Horizon 3;
118. Killer Instinct: Definitive Edition;
119. Halo Wars 2;
120. Forza Motorsport 7;

- 121. PlayerUnknown's Battlegrounds (Xbox);
- 122. Forza Horizon 4;
- 123. Gears POP!;
- 124. Forza Street;
- 125. Such other games developed and published by the Defendant Microsoft that may become known to the Plaintiffs;

EPIC GAMES

- 126. Fortnite: Save the World;
- 127. Rocket League;
- 128. Such other games developed and published by the Defendant Epic Games that may become known to the Plaintiffs;

SCOPELY

- 129. The Walking Dead: Road to Survival;
- 130. Star Trek Fleet Command;
- 131. WWE Champions;
- 132. Marvel Strike Force;
- 133. Looney Tunes World of Mayhem;
- 134. Avatar: Pandora Rising;
- 135. Scrabble Go;
- 136. Yahtzee With Buddies;
- 137. Dice With Buddies;
- 138. Dice With Ellen;
- 139. Wheel Of Fortune Free Play;
- 140. Such other games developed and published by the Defendant Scopely that may become known to the Plaintiffs;

NIANTIC

- 141. Pokémon Go;
- 142. Harry Potter: Wizards Unite;
- 143. Such other games developed and published by the Defendant Niantic that may become known to the Plaintiffs;

KING

- 144. Candy Crush Saga;
- 145. Shuffle Cats;

- 146. Legend of Solgard;
- 147. Knighthood;
- 148. Such other games developed and published by the Defendant King that may become known to the Plaintiffs;

ZYNGA

- 149. CSR Racing 2;
- 150. Dawn of Titans;
- 151. Empires & Puzzles: Epic Match 3;
- 152. Farmville 2: Country Escape;
- 153. Farmville 2: Tropic Escape;
- 154. Merge Dragons!;
- 155. Merge Magic!;
- 156. Picker 3D; and
- 157. Such other games developed and published by the Defendant Zynga that may become known to the Plaintiffs.

APPENDIX “B”

RELATED PROVINCIAL GAMING STATUTES

Alberta

1. For the reasons set out above, the National-class Loot Box Defendants have breached the *Gaming, Liquor and Cannabis Act*, RSA 2000, c G-1 and related regulations.
2. The computer infrastructure and the Affected Titles alone or in combination are “gaming supplies”, and each Loot Box transaction is a “gaming activity” as defined in section 1 of the *Gaming, Liquor and Cannabis Act*.

Saskatchewan

3. For the reasons set out above, the National-class Loot Box Defendants’ have breached the *Alcohol and Gaming Regulation Act*, 1997, SS 1997, c A-18.011 and related regulations.
4. The Loot Box Defendants’ is a “person” and/or a “supplier”, the computer infrastructure and the Affected Titles alone or in combination are “gaming equipment” and/or “gaming supplies or services”, and each Loot Box transaction is a “lottery scheme” as defined in section 1 of the *Alcohol and Gaming Regulation Act*.

Manitoba

5. For the reasons set out above, the National-class Loot Box Defendants’ have breached the *Liquor, Gaming and Cannabis Control Act*, CCSM c L153 and related regulations.
6. The National-class Loot Box Defendants’ Loot Box computer infrastructure and the Affected Titles alone or in combination are “gaming supplies”, an “electronic gaming device”, and/or a “gaming service”, and each Loot Box transaction is a “gaming event” as defined in sections 1 and 77(1) of the *Liquor, Gaming and Cannabis Control Act*.

Ontario

7. For the reasons set out above, the National-class Loot Box Defendants’ have breached the *Gaming Control Act*, 1992, SO 1992, c 24 and related regulations.
8. The National-class Loot Box Defendants’ is a “person”, the computer infrastructure and the Affected Titles alone or in combination are a “gaming site”, and each Loot Box transaction is a “gaming event” as defined in section 1 of the *Gaming Control Act*.

Newfoundland and Labrador

9. For the reasons set out above, the National-class Loot Box Defendants’ have breached the *Lotteries Act*, SNL 1991, c 53 and related regulations.
10. The computer infrastructure and the Affected Titles alone or in combination, in conjunction with each Loot Box transaction, are a “lottery scheme” as defined in s 1 of the *Lotteries Act*.

11. The computer infrastructure and the Affected Titles alone or in combination are “video lottery terminals” and/or a “video lottery”, and each Loot Box transaction is a “video lottery game” as defined in section 2 of the *Video Lottery Regulations*, OC 96-164 to the *Lotteries Act*.

Prince Edward Island

12. For the reasons set out above, the National-class Loot Box Defendants’ has breached the *Lotteries Commission Act*, RSPEI 1988, c L-17 and related regulations.

13. The National-class Loot Box Defendants’ are each a “gaming services provider”, and each Loot Box transaction is a “game” and/or a “lottery scheme” as defined in section 1 of the *Lotteries Commission Act*.

14. The computer infrastructure and the Affected Titles alone or in combination are an “electronic gaming device”, a “slot machine”, and/or a “video lottery terminal”, and each Loot Box transaction is a “game of chance” as defined in section 1 of the *Gaming Centers Control Regulations*, PEI Reg EC409/05 to the *Lotteries Commission Act*.

APPENDIX “C”

RELATED PROVINCIAL CONSUMER PROTECTION ENACTMENTS

Alberta

1. For the reasons set out above, National-class Loot Box Defendants has breached the Consumer Protection Act, RSA 2000, c C-26.3 (the “**Alberta CPA**”).
2. Class Members in Alberta are “consumers” within the meaning of section 1 of the *Alberta CPA*. The Affected Titles and the Loot Boxes within them are “goods” and “services” within the meaning of section 1 of the *Alberta CPA*. National-class Loot Box Defendants is a “supplier” within the meaning of section 1 of the *Alberta CPA*. The payment for access to or purchase and supply of a Loot Box in each of the Affected Titles is a “consumer transaction” within the meaning of section 1 of the *Alberta CPA*.
3. As set out above, by reason of National-class Loot Box Defendants’s conduct, National-class Loot Box Defendants has committed unfair practices in breach of sections 5-6 of the *Alberta CPA*. National-class Loot Box Defendants’s actions violate one or more of the following subsections:
 - a) section 6(2)(a), which prohibits a supplier from exerting undue pressure or influence on a consumer to enter into a consumer transaction;
 - b) section 6(2)(b), which prohibits a supplier from taking advantage of a consumer as a result of the consumer’s inability to understand the character, nature, language or effect of a consumer transaction or any matter related to a transaction;
 - c) section 6(2)(c), which prohibits a supplier from using exaggeration, innuendo or ambiguity as to a material fact with respect to a consumer transaction;
 - d) section 6(3)(c), which prohibits the inclusion in a consumer transaction terms or conditions that are harsh, oppressive or excessively one-sided; and/or
 - e) section 6(4)(o), which prohibits a supplier from representing that a specific price benefit or advantage exists if it does not.
4. As a result of National-class Loot Box Defendants’s breaches of the *Alberta CPA*, Class Members in Alberta are entitled to damages in an amount equal to the Takings paid by them pursuant to sections 7(1), 7(3), 13(2)(b) and/or 142.1(2)(a) of the *Alberta CPA*, or in the alternative restitution of that amount under sections 7(3), 13(2)(d)(ii) and/or 142.1(2)(c)(ii).

Manitoba

5. For the reasons set out above, National-class Loot Box Defendants has breached the Business Practices Act, CCSM c B120 (“**Manitoba BPA**”).
6. The Class Members in Manitoba are each a “consumer” within the meaning of section 1 of the *Manitoba BPA*. The Affected Titles and the Loot Boxes within them are “goods” within the meaning of section 1 of the *Manitoba BPA*. National-class Loot Box Defendants is a “supplier”

within the meaning of section 1 of the *Manitoba BPA*. The payment for access to or purchase of a Loot Box in each of the Affected Titles is a “consumer transaction” within the meaning of section 1 of the *Manitoba BPA*.

7. As set out above, by reason of National-class Loot Box Defendants’s conduct, National-class Loot Box Defendants has committed unfair business practices in breach of sections 2-8 of the *Manitoba BPA*. National-class Loot Box Defendants’s actions violate one or more of the following subsections:

- a) section 2(3)(l), which prohibits a supplier from representing that a price benefit or advantage exists with respect to the goods or with respect to the consumer transaction when it does not;
- b) section 2(3)(p), which prohibits a supplier from using exaggeration, innuendo or ambiguity as to a material fact, or the failure to disclose a material fact, with respect to the goods or with respect to the consumer transaction;
- c) section 3(1)(a) and 3(2), which prohibit a supplier from taking advantage of a consumer if a supplier knows or ought to know that:
 - i. the consumer is not in a position to protect his or her own interests; and/or
 - ii. the consumer was unable to protect, or incapable of protecting, his or her own interests because of the consumer’s inability to understand the character, nature or language of the consumer transaction, or any other matter related to the transaction;
- d) section 3(1)(b), which prohibits a supplier from subjecting a consumer to undue pressure to enter into a consumer transaction; and/or
- e) section 3(2)(b), which prohibits a supplier from entering into a consumer transaction where the terms or conditions on which, or subject to which, the consumer entered into the consumer transaction are so adverse or so harsh to the consumer as to be inequitable.

8. As a result of National-class Loot Box Defendants’s breaches of the *Manitoba BPA*, Class Members in Manitoba are entitled to damages in an amount equal to the Takings paid by them pursuant to section 23(2)(a) of the *Manitoba BPA*, or in the alternative repayment of that amount pursuant to section 23(2)(d).

Newfoundland and Labrador

9. For the reasons set out above, National-class Loot Box Defendants has breached the *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (“***Newfoundland and Labrador CPA***”).

10. The Class Members in Newfoundland are each a “consumer” within the meaning of section 2 of the *Newfoundland and Labrador CPA*. The Affected Titles and the Loot Boxes within them are “goods” and “services” within the meaning of section 2 of the *Newfoundland and Labrador CPA*. National-class Loot Box Defendants is a “supplier” within the meaning of section

2 of the *Newfoundland and Labrador CPA*. The payment for access to or purchase of a Loot Box in each of the Affected Titles is a “consumer transaction” within the meaning of section 2 of the *Newfoundland and Labrador CPA*.

11. As set out above, by reason of National-class Loot Box Defendants’s conduct, National-class Loot Box Defendants has committed unfair business practices and/or unconscionable acts and/or practices in breach of section 7-9 of the *Newfoundland and Labrador CPA*. National-class Loot Box Defendants’s actions violate one or more of the following subsections:

- a) section 7(1)(l), which prohibits a supplier from representing that a specific price advantage exists where it does not;
- b) section 7(1)(w), which prohibits a supplier from using exaggeration, innuendo or ambiguity as to a material fact;
- c) section 8(1)(d), which prohibits the terms and conditions of a consumer transaction from being so one-sided, harsh or adverse to the consumer as to be inequitable;
- d) section 8(1)(e), which prohibits a supplier from using undue pressure in order to induce the consumer to enter into a consumer transaction; and/or
- e) section 8(1)(f), which prohibits a supplier from taking advantage of the inability of a consumer to protect his or her interests because of his or her ignorance or his or her inability to understand the character, nature or language of the consumer transaction.

12. As a result of National-class Loot Box Defendants’s breaches of the *Newfoundland and Labrador CPA*, Class Members in Newfoundland and Labrador are entitled to an order pursuant to section 10(2)(a) declaring that National-class Loot Box Defendants has committed unfair business practices and/or unconscionable acts and/or practices. Class Members in Newfoundland and Labrador are also entitled to damages in an amount equal to the Takings paid by them pursuant to section 10(2)(b) of the *Newfoundland and Labrador CPA*, or in the alternative repayment of that amount pursuant to section 10(2)(e).

Ontario

13. For the reasons set out above, National-class Loot Box Defendants has breached the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A (“**Ontario CPA**”).

14. The Class Members in Ontario are each a “consumer” within the meaning of section 1 of the *Ontario CPA*. The Affected Titles and the Loot Boxes within them are “goods” and “services” within the meaning of section 1 of the *Ontario CPA*. National-class Loot Box Defendants is a “supplier” within the meaning of section 1 of the *Ontario CPA*. The payment for access to or purchase of a Loot Box in each of the Affected Titles is a “consumer transaction” within the meaning of section 1 of the *Ontario CPA*.

15. As set out above, by reason of National-class Loot Box Defendants’s conduct, National-class Loot Box Defendants has committed unfair practices in breach of sections 14-15 and 17 of the *Ontario CPA*.

16. That National-class Loot Box Defendants made false, misleading and/or deceptive representations, which constitute unfair practices, is informed by the fact that National-class Loot Box Defendants's actions violated one or more of the following subsections:

- a) section 14(2)(11), which prohibits a supplier from representing that a specific price advantage exists, if it does not; and/or
- b) section 14(2)(14), which prohibits a supplier from using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if such use or failure deceives or tends to deceive.

17. Further, that National-class Loot Box Defendants made unconscionable representations, which constitute unfair practices, is informed by the fact that National-class Loot Box Defendants knew or ought to have known that:

- a) the Class Members in Ontario were not reasonably able to protect their interests because of ignorance and/or inability to understand the character or nature of the transaction for the Loot Boxes, pursuant to section 15(2)(a);
- b) the terms of the transaction for the Loot Boxes were so adverse as to be inequitable, pursuant to section 15(2)(f); and/or
- c) the Class Members in Ontario were subjected to undue pressure to enter into the transactions for the Loot Boxes, pursuant to section 15(2)(h).

18. As a result of National-class Loot Box Defendants's breaches of the *Ontario CPA*, Class Members in Ontario are entitled to damages in an amount equal to the Takings paid by them, or in the alternative restitution of that amount, pursuant to section 18(2) of the *Ontario CPA*.

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

20. The Class Members in Ontario further plead and rely on sections 1, 2, 18(1)-(8), 18(12), and 19(1)-(2) of the *Ontario CPA*.

Prince Edward Island

21. For the reasons set out above, National-class Loot Box Defendants has breached the *Business Practices Act*, RSPEI 1988, c B-7 ("**PEI BPA**").

22. The Class Members in Prince Edward Island are each a "consumer" within the meaning of section 1 of the *PEI BPA*. The Affected Titles and the Loot Boxes within them are "goods" and "services" within the meaning of section 1 of the *PEI BPA*.

23. As set out above, by reason of National-class Loot Box Defendants's conduct, National-class Loot Box Defendants has committed unfair practices in breach of sections 2-3 of the *PEI BPA*.

24. That National-class Loot Box Defendants made false, misleading and/or deceptive representations, which constitute unfair practices, is informed by the fact that National-class Loot Box Defendants's actions violated one or more of the following subsections:

- a) section 2(a)(x), representing that a specific price advantage exists if it does not; and/or
- b) section 2(a)(xiii), using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if such use or failure deceives or tends to deceive.

25. Further, that National-class Loot Box Defendants made unconscionable representations, which constitute unfair practices, is informed by the fact that National-class Loot Box Defendants knew or ought to have known that:

- a) the Class Members in Prince Edward Island were not reasonably able to protect their interests because of ignorance and/or inability to understand the character or nature of the transaction for the Loot Boxes, pursuant to section 2(b)(i);
- b) the terms and conditions of the transaction for the Loot Boxes were so adverse as to be inequitable, pursuant to section 2(b)(vi); and/or
- c) the Class Members in Prince Edward Island were subjected to undue pressure to enter into the transactions for the Loot Boxes, pursuant to section 2(b)(viii).

26. As a result of National-class Loot Box Defendants's breaches of the *PEI BPA*, Class Members in Prince Edward Island are entitled to damages in an amount equal to the Takings paid by them, or in the alternative restitution in that amount, pursuant to section 4(1) of the *PEI BPA*.

27. The Plaintiff further pleads that the notice requirements pursuant to section 4(5) of the *PEI CPA* are fulfilled by the delivery of written notice to the Defendants as set out in the Notice of Civil Claim, or in the alternative by the filing of this Notice of Civil Claim.

Saskatchewan

28. For the reasons set out above, National-class Loot Box Defendants has breached the *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2 ("***Saskatchewan CPA***").

29. The Class Members in Saskatchewan are each a "consumer" within the meaning of section 2 of the *Saskatchewan CPA*. The Affected Titles and the Loot Boxes within them are "goods" and "services" within the meaning of section 2 of the *Saskatchewan CPA*. National-class Loot Box Defendants is a "supplier" within the meaning of section 2 of the *Saskatchewan CPA*. The payment for access to or purchase of Loot Boxes are "transactions involving goods and services" within the meaning of sections 2 and 5 of the *Saskatchewan CPA*.

30. As set out above, by reason of National-class Loot Box Defendants's conduct, National-class Loot Box Defendants has committed unfair practices in breach of sections 6-9 of the *Saskatchewan CPA*. National-class Loot Box Defendants's actions violate one or more of the following subsections:

- a) section (6)(c), which prohibits a supplier from taking advantage of a consumer if the supplier knows or should reasonably be expected to know that the consumer:

- i. is not in a position to protect his or her own interests; and/or
- ii. is not reasonably able to understand the nature of the transaction or proposed transaction;
- b) section 7(i), which prohibits a supplier from representing that a price benefit or advantage exists respecting goods or services if a price benefit or advantage does not exist;
- c) section 7(o), which prohibits a supplier from using exaggeration, innuendo or ambiguity in representing a material fact, or failing to disclose a material fact, if the representation or failure is deceptive or misleading;
- d) section 7(q), which prohibits a supplier from taking advantage of a consumer by including in a consumer agreement terms or conditions that are harsh, oppressive or excessively one-sided; and/or
- e) section 7(s), which prohibits a supplier from taking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction involving goods or services.

31. As a result of National-class Loot Box Defendants's breaches of the *Saskatchewan CPA*, Class Members in Saskatchewan are entitled to damages in an amount equal to the Takings paid by them pursuant to section 93(1)(b) of the *Saskatchewan CPA*, or in the alternative restitution of that amount pursuant to section 93(1)(a).