

CLASS ACTION COMPLAINT

On behalf of Canadian iPhone Owners

IN THE SUPERIOR COURT OF [PROVINCE]
COURT FILE NO.: _____

[PLAINTIFF’S NAME], individually and on behalf of all Canadian iPhone owners (the “Class Members”),
Plaintiffs,

v.

APPLE INC. and its Canadian Affiliates (the “Defendant”),
Defendant.

PRELIMINARY STATEMENT

- 1.1 This is a proposed class action brought on behalf of all Canadian iPhone owners whose devices have been rendered incapable of receiving essential software updates — including security patches and new functionalities — due to Defendant Apple Inc.’s alleged deliberate implementation of performance management measures.
- 1.2 Plaintiffs assert that these practices, which have the effect of hastening device obsolescence, constitute planned obsolescence, deceive consumers, and violate Canadian consumer protection and contractual laws.

JURISDICTION AND VENUE

- 2.1 Jurisdiction is proper pursuant to applicable provisions of the *Competition Act*, the *Consumer Protection Act*, and the class action procedures in [Province, e.g., Ontario].
- 2.2 Venue is proper because a substantial number of Class Members reside in this province and Defendant conducts significant business activities in Canada.

PARTIES

- 3.1 **Plaintiffs:** All Canadian iPhone owners who purchased or otherwise acquired affected models (e.g., iPhone 6, 6S, SE, 7, and similar models) that no longer receive timely software updates.
- 3.2 **Defendant:** Apple Inc., a corporation organized under the laws of [State], with operations in Canada, including its Canadian subsidiaries and affiliates.

FACTUAL ALLEGATIONS

- 4.1 Plaintiffs purchased iPhones based on representations — express or implied — that these devices would continue to function securely and efficiently over a reasonable period.
- 4.2 Beginning with updates such as iOS 10.2.1, Defendant implemented power management routines that deliberately throttle performance on older iPhone models. (See Batterygate for background on planned obsolescence allegations.)
- 4.3 As a result, affected devices are deprived of essential security updates and modern functionalities, reducing their resale value and exposing owners to increased cybersecurity risks.
- 4.4 Defendant failed to adequately disclose these practices to consumers, thereby misleading purchasers about the longevity and performance of their devices.

CAUSES OF ACTION

Count 1 – Violation of Consumer Protection Legislation

- 5.1 Plaintiffs allege that Defendant’s conduct constitutes deceptive marketing and unfair trade practices in violation of the *Consumer Protection Act* (or relevant provisions of the *Competition Act*), by inducing consumers to purchase devices under false pretenses regarding their operational lifespan and security.

Count 2 – Breach of Express or Implied Warranties

- 6.1 Plaintiffs claim that Defendant breached both express and implied warranties provided at the time of sale by failing to support the devices for a reasonable period, thereby diminishing their value and usability.

Count 3 – Unconscionable Conduct

- 7.1 Plaintiffs allege that Defendant’s actions are unconscionable, given the disparity in bargaining power between a large multinational corporation and individual consumers, resulting in undue hardship and economic loss.

DAMAGES

- 8.1 As a direct and proximate result of Defendant's wrongful conduct, Plaintiffs have suffered and continue to suffer economic damages, including:
- a. Reduced resale value and diminished marketability of affected devices;
 - b. Costs incurred for alternative security measures and potential premature device replacement; and
 - c. Non-economic damages associated with the loss of a promised, fully functional product.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court:

- 9.1 Certify this action as a class action on behalf of all Canadian iPhone owners affected by Defendant's practices;
- 9.2 Award compensatory damages in an amount to be determined at trial;
- 9.3 Award exemplary (punitive) damages as a deterrent to Defendant and similar future conduct;
- 9.4 Grant injunctive relief, including an order compelling Defendant to provide either adequate support (e.g., software updates) for affected devices or a remedy to consumers, such as battery or device replacement at a fair price;
- 9.5 Award costs, disbursements, and attorneys' fees; and
- 9.6 Grant such further and other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

- 10.1 Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: _____

Respectfully submitted,

[Law Firm Name]
Counsel for Plaintiffs
[Address]
[Contact Information]

Disclaimer: This draft is provided for informational purposes only and does not constitute legal advice. It is intended as a starting point and should be tailored to the specific facts and legal requirements applicable to the case by a qualified attorney.