

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000066-262

(Class Action)
SUPERIOR COURT

A. ROSS

Plaintiff

-VS.-

APPLE CANADA INC., legal person duly constituted, having a place of business at 120 Bremner Boulevard, Suite 1600, City of Toronto, Province of Ontario, M5J 0A8

and

APPLE INC., legal person duly constituted, having its principal place of business at One Apple Park Way, City of Cupertino, State of California, 95014, U.S.A.

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO
APPOINT THE PLAINTIFF AS REPRESENTATIVE PLAINTIFF
(Art. 574 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
STATES AS FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Plaintiff wishes to institute a class action on behalf of the following class, of which she is a member, namely:
 - All persons residing in Quebec who purchased an Apple Watch Series 6, Apple Watch Series 7, Apple Watch Series 8, Apple Watch SE (2nd generation), or the original Apple Watch Ultra

(collectively, the “Affected Apple Watches”), or any other group to be determined by the Court;

2. The Affected Apple Watches are wearable computer devices that depend on Apple’s watchOS operating system to function as marketed. Apple sold the Affected Apple Watches at premium prices ranging from approximately \$249 to \$799;
3. In June 2026, Apple released watchOS 27 and simultaneously and permanently discontinued eligibility for future major watchOS versions for the Affected Apple Watches – devices that were sold as recently as within the last one to six years and that had not reached the end of their useful hardware life;
4. Apple never disclosed, before or at the time of purchase, how long the Affected Apple Watches would remain eligible to receive future major versions of watchOS. Consumers had no ability to prevent, postpone, or opt out of Apple’s unilateral decision to end that eligibility;
5. By intentionally terminating software eligibility for the Affected Apple Watches years before the end of their reasonably expected useful life, without disclosure, Apple engaged in an unfair “software tethering” practice that deprived the Plaintiff and Class Members of the benefit of their bargain and diminished the value, functionality, and expected useful life of their devices;

B) The Defendants

6. Defendant Apple Canada Inc. (“Apple Canada”) is a corporation carrying on business throughout Canada, including within the province of Quebec, with its head office, Toronto, Ontario, the whole as appears more fully from a copy of an extract from the *Registraire des entreprises*, produced herein as **Exhibit R-1**;
7. Defendant Apple Inc. (“Apple”) is a corporation with its head office in Cupertino, California, and is the parent company that develops, designs, markets, and administers watchOS and the software ecosystem for all Apple Watch devices sold in Canada, including within the province of Quebec;
8. Apple Canada and Apple (collectively, “Apple” or the “Defendants”) are either directly or indirectly responsible for manufacturing, distributing, marketing, advertising, promoting, selling, and/or supporting the Affected Apple Watches, and for the software-eligibility decisions at issue, throughout Canada, including within the province of Quebec;

C) The Situation

I. Apple Watches as Wearable Computers Dependent on Software Support



9. Unlike a traditional wristwatch, the Apple Watch is a miniature wearable computer commonly called a “smartwatch.” Its functionality — health monitoring, fitness tracking, communications, navigation, safety features, mobile payments, and connectivity with the iPhone – depends on watchOS, the operating system that powers the device;
10. Unlike traditional consumer electronics that perform substantially the same functions throughout their physical lives, connected smart devices such as the Apple Watch continue to function as sold only through ongoing software support. Once a manufacturer stops providing major software updates, the device may lose functionality, become insecure, or eventually cease to operate properly;
11. Apple introduced the Apple Watch Series 6 in September 2020 (priced from approximately \$399 to \$529), the Apple Watch Series 7 in September 2021 (priced from approximately \$399 to \$849), and the Apple Watch Series 8, SE (2nd generation) in September 2022, and Ultra in 2022 (priced from approximately \$249 to \$799). Each was marketed and sold as a sophisticated wearable computer offering ongoing, evolving functionality through software updates, the whole as appears more fully from copies of Apple’s own press releases announcing each of these models, produced herein as **Exhibits R-2, R-3, R-4, and R-5**;

II. Apple’s Software Tethering Practice and the Release of watchOS 27

12. In June 2026, Apple announced watchOS 27 and, with that release, discontinued future major software eligibility for the Affected Apple Watches – the Series 6, Series 7, Series 8, SE (2nd generation), and the original Ultra – despite the fact that these devices were sold within the preceding one to six years and remained in good working, physical condition, the whole as appears more fully from a copy of Apple’s own watchOS 27 compatibility page, produced

herein as **Exhibit R-6**, and from copies of contemporaneous reporting confirming the compatibility cutoff and Apple's stated rationale, produced herein *en liasse* as **Exhibit R-7**;

13. Because Apple alone determines and controls software eligibility for each Apple Watch model, and does not disclose that information to consumers before purchase, consumers have no ability to make an informed decision, before buying an Apple Watch, about how long it will remain eligible for future major watchOS releases;
14. Manufacturers such as Apple are incentivized to render connected devices prematurely obsolete in order to drive replacement sales. By terminating software eligibility for the Affected Apple Watches years before the end of their useful hardware life, and without disclosure of the applicable support period, Apple engaged in precisely this kind of unfair "software tethering" and "bricking" practice;

III. Regulatory Recognition of the Harm Caused by Undisclosed Software Support Practices

15. In a November 2024 staff report, the U.S. Federal Trade Commission (the "FTC") recognized that manufacturers' failure to provide software updates, or to disclose the duration of software support for connected "smart" products, is a practice that causes consumer harm that consumers cannot reasonably avoid, and that can constitute a deceptive and/or unfair practice where a manufacturer fails to disclose how long it will provide the software updates necessary to maintain a product's advertised features, the whole as appears more fully from a copy of the FTC Staff Perspective, "Smart Device Makers' Failure to Provide Updates May Leave You Smarting", dated November 2024, produced herein as **Exhibit R-8**;
16. Consumer advocacy organizations have similarly observed that manufacturer control over software-based functionality allows manufacturers to infringe on consumers' ability to truly own a product they paid for, exposing consumers to the risk that an expensive connected device will stop functioning as sold within a few years of purchase, the whole as appears more fully from a copy of an extract from Consumer Reports, "The Hidden Lifespan of Smart Devices: What the FTC's Report Means for Consumers", dated November 2024, produced herein as **Exhibit R-9**;
17. A substantially similar class action concerning Apple's discontinuation of watchOS eligibility for the Affected Apple Watches has been filed in the United States District Court for the Northern District of California (Goetz v. Apple Inc., Case No. 5:26-cv-08384-PCP), alleging that Apple's conduct constitutes an unfair business practice and a breach of the implied covenant of good faith and

fair dealing, the whole as appears more fully from a copy of the U.S. Class Action Complaint filed August 12, 2026, produced herein as **Exhibit R-10**;

IV. Summative Remarks

18. Through its unilateral, undisclosed decision to terminate future watchOS eligibility for the Affected Apple Watches, Apple deprived the Plaintiff and Class Members of software functionality, security updates, and application compatibility that they reasonably expected to continue receiving for the useful life of their devices;
19. Consumers reasonably rely on the expectation that a premium connected device will continue to receive manufacturer software support commensurate with its price and its expected physical useful life. Apple's undisclosed termination of that support caused Plaintiff and Class Members to pay a premium price for devices that provided materially less value, and a materially shorter useful life, than reasonably expected;
20. This class action seeks to hold the Defendants accountable for this unfair software tethering conduct, and to obtain compensation for the Plaintiff and Class Members for the damages they have suffered as a result;

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

21. In approximately June of 2021, the Plaintiff purchased an Affected Apple Watch from Bureau en Gros at 2975 Boul. Laurier, in Sainte-Foy, Quebec, for approximately \$550.00;
22. The Plaintiff purchased the Affected Apple Watch for her personal use;
23. At the time of purchase, the Plaintiff was not informed, before or at the point of sale, how long the device would remain eligible to receive future major versions of watchOS, or that it could lose eligibility for future major versions of watchOS years before a reasonable consumer would expect the hardware to reach the end of its useful life. Apple did not disclose that information to the Plaintiff before or at the time of purchase;
24. The Plaintiff reasonably believed, based on Apple's marketing and the premium price paid, that the device would continue to function as sold, and would continue to receive major watchOS updates, for so long as the watch remained in good physical working condition;
25. In June 2026, the Plaintiff learned that her Affected Apple Watch had been rendered permanently ineligible for watchOS 27 and all future major watchOS versions;

26. Had Apple disclosed, before or at the time of purchase, that it would discontinue software eligibility for the device only a few years after purchase while the device remained in good working condition, the Plaintiff would not have purchased the device, or would have paid substantially less for it;
27. As a direct and proximate result of the Defendants' conduct, the Plaintiff has suffered economic injury, including diminished product value, reduced expected useful life, loss of future major software functionality, and the loss of the benefit of her bargain;
28. In view of the foregoing, the Plaintiff is justified in claiming damages;

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

29. Every member of the Class purchased one or more Affected Apple Watches believing, based on Apple's marketing, pricing, and the absence of any disclosure to the contrary, that the device would continue to receive watchOS updates for the useful life of the hardware;
30. The Class Members were therefore induced into error, and deprived of the ability to make an informed purchasing decision, by the Defendants' failure to disclose the limited and undisclosed duration of software eligibility for the Affected Apple Watches;
31. Had the Defendants disclosed the true, limited duration of watchOS eligibility for the Affected Apple Watches, reasonable consumers would not have purchased them, and/or would certainly not have paid such a high price for them;
32. In consequence of the foregoing, each member of the Class is justified in claiming at least one or more of the following as damages:
 - a) The diminution in value of the Affected Apple Watch(es), or in the alternative, a portion of the purchase price;
 - b) Punitive damages;
33. The Defendants have engaged in wrongful conduct, while at the same time obtaining substantial sums of money from Class Members who paid a premium price based on incomplete and misleading information;
34. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct and their unfair, undisclosed software-eligibility practices;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

- A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings
35. The Plaintiff is not privy to the specific number of persons who purchased Affected Apple Watches in Quebec; however, given Apple's market share for smartwatches sold in the province over the relevant period, it is reasonable to estimate that the Class comprises thousands, if not tens of thousands, of members. Nevertheless, the Defendants' sales records could establish the size of the Class to a reasonable degree of exactitude;
 36. Class Members are numerous and are scattered across the province of Quebec;
 37. Given the costs and risks inherent in individual litigation, many Class Members will hesitate to institute an individual action against the Defendants. Even if Class Members could individually afford such litigation, doing so would place an unjustifiable burden on the courts and would not be in the interest of judicial economy;
 38. While certain Class Members may have suffered a substantial loss, it is expected that the majority have suffered losses that are individually modest, making it economically unfeasible to finance the litigation expenses inherent in any legal proceeding;
 39. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery and thereby in empowering the consumer, it realizes both individual and social justice as well as rectifies the imbalance and restore the parties to parity;
 40. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Class;
 41. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain individual mandates and to join them together in a single action;
 42. In these circumstances, a class action is the only appropriate procedure and the only viable means for the members of the Class to effectively pursue their respective rights and have access to justice;

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

43. All Class Members have been subjected to the same conduct, namely, the Defendants' undisclosed, unilateral decision to terminate future watchOS eligibility for the Affected Apple Watches years before the end of their reasonably expected useful life;
44. Individual issues, if any, pale by comparison to the common issues that are significant to the outcome of the litigation;
45. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants' conduct in terminating software eligibility for the Affected Apple Watches without disclosure;
46. The claims of the members raise identical, similar or related issues of fact or law, namely:
 - a) Did the Defendants engage in an unfair, false, misleading, and/or deceptive practice by terminating future watchOS eligibility for the Affected Apple Watches without disclosing, before or at the time of sale, the duration of software support?
 - b) Did the Defendants breach the implied covenant of good faith and fair dealing owed to purchasers of the Affected Apple Watches?
 - c) Are the Defendants liable to Class Members for the diminished value of, or the purchase price paid for, the Affected Apple Watches as a result of this conduct?
 - d) Should an injunctive remedy be ordered requiring the Defendants to disclose the expected duration of software support for Apple Watch devices going forward?
 - e) Are the Defendants responsible to pay punitive damages to Class Members and, if so, in what amount?
47. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

48. The action that the Plaintiff wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and a declaratory judgment;

49. The conclusions that the Plaintiff wishes to introduce by way of an application to institute proceedings are:

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

DECLARE that the Defendants have committed an unfair, false, misleading, and/or deceptive practice with respect to the marketing, sale, and undisclosed termination of watchOS eligibility for the Affected Apple Watches;

DECLARE that the Defendants breached the implied covenant of good faith and fair dealing owed to Plaintiff and Class Members;

ORDER the Defendants to disclose, prior to sale, the expected minimum duration of major software-update eligibility for Apple Watch devices sold in Quebec going forward;

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

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

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

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

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

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

- A) The Plaintiff requests that she be designated as representative of the Class

50. The Plaintiff is a member of the Class;

51. The Plaintiff is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary

for the present action before the Courts and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with her attorneys;

52. The Plaintiff has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
53. The Plaintiff has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
54. The Plaintiff, with the assistance of his attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
55. The Plaintiff has given instructions to his attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;
56. The Plaintiff is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendant's conduct;
57. The Plaintiff understands the nature of the action;
58. The Plaintiff's interests do not conflict with the interests of other Class Members and further, the Plaintiff has no interest that is antagonistic to those of other members of the Class;
59. The Plaintiff is prepared to be examined out-of-court on his allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
60. The Plaintiff has spent time researching this issue on the internet and meeting with his attorneys to prepare this file. In so doing, she is convinced that the problem is widespread;
- B) The Plaintiff suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal
61. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;
62. The Plaintiff's attorneys practice their profession in the judicial district of Montreal;

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

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

APPOINT the Plaintiff as representative of the persons included in the Class herein described as:

- All persons residing in Quebec who purchased an Apple Watch Series 6, Apple Watch Series 7, Apple Watch Series 8, Apple Watch SE (2nd generation), or the original Apple Watch Ultra (collectively, the “Affected Apple Watches”), or any other group to be determined by the Court;

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

- a) Did the Defendants engage in an unfair, false, misleading, and/or deceptive practice by terminating future watchOS eligibility for the Affected Apple Watches without disclosing, before or at the time of sale, the duration of software support?
- b) Did the Defendants breach the implied covenant of good faith and fair dealing owed to purchasers of the Affected Apple Watches?
- c) Are the Defendants liable to Class Members for the diminished value of, or the purchase price paid for, the Affected Apple Watches as a result of this conduct?
- d) Should an injunctive remedy be ordered requiring the Defendants to disclose the expected duration of software support for Apple Watch devices going forward?
- e) Are the Defendants responsible to pay punitive damages to Class Members and, if so, in what amount?

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

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

DECLARE that the Defendants have committed an unfair, false, misleading, and/or deceptive practice with respect to the marketing, sale, and undisclosed termination of watchOS eligibility for the Affected Apple Watches;

DECLARE that the Defendants breached the implied covenant of good faith and fair dealing owed to Plaintiff and Class Members;

ORDER the Defendants to disclose, prior to sale, the expected minimum duration of major software-update eligibility for Apple Watch devices sold in Quebec going forward;

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

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

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

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

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

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

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

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

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in *La Presse*, and the Montreal Gazette and such other media as this Honourable Court deems appropriate;

ORDER that said notice be available on the Defendant's website(s), as well as their Facebook page(s) and social media accounts;

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

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, August 23, 2026



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