

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

No. 500-06-000043-261

**(Class Action Chamber)  
SUPERIOR COURT**

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**JUSTINE BONCZEK**, a natural person residing in the town of Huntingdon, judicial district of Beauharnois, province of Québec, J0S 1H0;

*Plaintiff/Applicant*

v.

**GOOGLE CANADA CORPORATION**, a legal person duly constituted under the laws of Nova Scotia, with its registered office at 600-1741 Lower Water Street, city of Halifax, province of Nova Scotia, B3J 2X2;

-and-

**GOOGLE LLC**, a legal person existing under the laws of Delaware, with its principal place of business at 1600 Amphitheatre Parkway, in the city of Mountain View, state of California, USA, 94043;

-and-

**ALPHABET INC.**, a legal person existing under the laws of Delaware, with its principal place of business at 1600 Amphitheatre Parkway, in the city of Mountain View, state of California, USA, 94043

*Defendants*

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**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO  
OBTAIN THE STATUS OF REPRESENTATIVE**

(Articles 574 and following of the *Code of Civil Procedure*)

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN THE CLASS ACTION CHAMBER IN THE DISTRICT OF MONTRÉAL, THE APPLICANT RESPECTFULLY ALLEGES AS FOLLOWS:**

1. The Applicant brings this action before the Court because the Defendants have violated their obligations pursuant to the Québec *Charter of Human Rights and Freedoms*, CQLR c C-12 (the “**Charter**”); the *Civil Code of Québec* (the “**CCQ**”); the Québec *Act respecting the protection of personal information in the private sector*, RSQ, c P-39.1 (the “**Québec Privacy Law**”); the *Consumer Protection Act*, CQLR c P-40.1 (the “**CPA**”); and the *Competition Act*, RSC 1985, c C-34 (the “**CA**”), notably by intentionally intercepting and recording the Applicant’s and Class Members’ private communications without their knowledge or consent, and disclosing those communications to third parties.
2. The Applicant seeks the authorization to institute a class action on behalf of the following group, of which she is a member:

All persons resident in Québec who, between October 4, 2016 and the date of authorization, purchased a Google manufactured smart device pre-installed with Google Assistant or Google Gemini and/or owned and used a Google Assistant- or Google Gemini-enabled smart device (the “**Class**” or “**Class Members**”).

**I. THE PARTIES**

2. The Applicant is a natural person residing in Huntingdon, Québec.
3. Since October 4, 2016, the Applicant has purchased and/or owned and used various Google Assistant-Enabled Devices equipped with Google Assistant and/or Google Gemini software (the “**Illegal Listening Software**”), including, but not limited to, Google Nest Mini devices and a Samsung Galaxy A15 smartphone, the whole as appears from the purchase receipts dated May 6, 2021, May 17, 2021, and July 27, 2024, communicated herewith as Exhibits **P-1, P-2, P-3, and P-4**.
4. The Applicant purchased these devices for personal, family, or domestic purposes and is a consumer within the meaning of art. 1384 CCQ and s. 1(e) *CPA*.
5. The Defendants, Google LLC, Alphabet Inc., and Google Canada Corporation, are hereinafter referred to collectively as “**Google**” or the “**Defendants.**”
6. The Defendant Google LLC is a limited liability company existing under the laws of Delaware, the whole as appears from Google’s Terms of Service effective May 22, 2024, communicated herewith as Exhibit **P-5** (the “**May 22, 2024 Terms of Service**”).

7. In addition to specializing in Internet-related services, including online advertising, search engine technology, and cloud computing; software; and artificial intelligence, Google LLC carries on business in:
  - (a) the designing, developing, engineering, manufacturing, marketing, distributing, and selling of various consumer smart devices, including smart displays, smart speakers, media and streaming devices, smartphones, tablets, watches, earbuds, cameras, and doorbells, pre-installed with the Illegal Listening Software (“**Google Manufactured Devices**”); and
  - (b) the designing, developing, engineering, and marketing of the Illegal Listening Software, which comes pre-installed on Google Manufactured Devices, and can come pre-installed on, or be downloaded onto, other consumer smart devices manufactured by third parties (collectively, with Google Manufactured Devices, “**Google Assistant-Enabled Devices**”),

the whole as appears from Alphabet Inc.’s Form 10-K annual report for the fiscal year ended December 31, 2025, dated February 4, 2026, screenshots from the Google Store, screenshots from the Google Play store listing Google LLC explicitly in the developer field for the Google Assistant and Google Gemini apps, respectively communicated herewith as Exhibits **P-6**, **P-7**, **P-8**, and **P-9**.
8. The Defendant Google Canada Corporation, duly constituted under the laws of Nova Scotia, is a subsidiary of Google LLC and Alphabet Inc. and serves as the entity through which Google LLC and Alphabet Inc. carry on business in Canada, the whole as appears from the Nova Scotia Registry of Joint Stock Companies Profile Report for Google Canada Corporation, dated June 19, 2026 and Google Canada Corporation’s registration with the Office of the Commissioner of Lobbying of Canada, respectively communicated herewith as Exhibits **P-10** and **P-11**.
9. The Defendant Google Canada Corporation imports, markets, distributes, and sells Google Manufactured Devices within the Canadian market, the whole as appears from the Google Store Canada Terms of Sale for Devices, effective October 1, 2025, and the report “Google’s Economic Impact in Canada 2021, published in October 2022, respectively communicated herewith as Exhibits **P-12** and **P-13**.
10. The Defendant Google Canada Corporation also markets the Illegal Listening Software within the Canadian market.
11. The Defendant Alphabet Inc., a corporation organized and existing under the laws of Delaware, is the parent holding company of Google LLC, as appears from Alphabet Inc.’s Form 10-K annual report for the fiscal year ended December 31, 2025, Exhibit P-6.
12. Since August 2015, Alphabet Inc. has owned all shares of Google LLC, the whole as appears from an *UNTAYLORED* article titled “Who Owns Google? The Full Ownership

Structure Explained (2024)” and a screen capture from *Britannica Money*, respectively communicated herewith as Exhibits **P-14** and **P-15**.

13. Alphabet Inc. was and is inextricably involved in (1) designing, developing, engineering, manufacturing, marketing, distributing, and selling Google Manufactured Devices, including in Canada and in the province of Québec; and (2) designing, developing, engineering, and marketing the Illegal Listening Software, including in Canada and in the province of Québec.
14. At all material times, the Defendants acted jointly in carrying out their business activities.
15. The Defendants are merchants within the meaning of the *CPA*.

## **II. THE CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (ART. 575 CCP)**

### **A. The Facts Alleged Appear to Justify the Conclusions Sought (Art. 575(2) CCP)**

#### **(1) Google’s Interception and Use of Private Communications Through the Illegal Listening Software on Google Assistant-Enabled Devices**

##### **(a) Overview**

16. On or around May 18, 2016, Google introduced Google Assistant, the whole as appears from the “I/O: Building the next evolution of Google” blog post on *The Keyword*, Google’s main official blog, communicated herewith as Exhibit **P-16**.
17. Google Assistant is an artificial intelligence-powered, conversational virtual assistant software that allows users to obtain information through natural language interactions and to give instructions for tasks that Google Assistant will then execute, the whole as appears from a May 18, 2016 *TechCrunch* article by Matthew Lynley titled “Google Unveils Google Assistant, a virtual assistant that’s a big upgrade to Google Now,” communicated as Exhibit **P-17**.
18. Google Assistant comes pre-installed on Google Manufactured Devices, such as Google Pixel earbuds, Google Pixel smartphones, Google Pixel watches, Google Nest displays and speakers, Google Nest doorbells, and Google Nest thermostats. It also functions as a standalone application, the whole as appears from an excerpt from the Google Assistant landing page, communicated herewith as Exhibit **P-18**.
19. Google Assistant first became available in Canada on October 20, 2016, arriving as a built-in feature of the original Google Pixel and Pixel XL smartphones, pre-orders for which commenced on October 4, 2016, the whole as appears from the “Introducing Pixel, our new phone made by Google” blog post on Google’s official Canadian blog, communicated herewith as Exhibit **P-19**.

20. On or around December 6, 2023, Google introduced Google Gemini as users' new artificial intelligence-powered personal assistant software, the whole as appears from the "Introducing Gemini: our largest and most capable AI model" blog post on Google's blog, *The Keyword* and Google's official landing page introducing Google Gemini, respectively communicated herewith as Exhibits **P-20** and **P-21**.
21. Google Gemini is a multimodal artificial intelligence assistant capable of predictive reasoning. Like Google Assistant, Google Gemini provides hands-free help through speech recognition, the whole as appears from the "Introducing Gemini: our largest and most capable AI model" blog post on Google's blog, *The Keyword* and Google's official landing page introducing Google Gemini, Exhibits P-20 and P-21.
22. Since 2025, Google Gemini has been replacing Google Assistant on Google Assistant Enabled Devices, the whole as appears from the "The Assistant experience on mobile is upgrading to Gemini" blog post on Google's blog, *The Keyword*, communicated herewith as Exhibit **P-22**.
23. The Illegal Listening Software responds to voice activation phrases ("**Wake Words**") such as "Hey Google" or "Okay Google," the whole as appears from an excerpt from the online Google Assistant Help Center, communicated herewith as Exhibit **P-23**, and Google's official landing page introducing Google Gemini, Exhibit P-21. Users may ask the Illegal Listening Software to search the web, play media, set alarms, create reminders, send text messages, control applications, or perform other functions. Users may also "get to know" their Illegal Listening Software with prompts such as "do you dream?" or by asking to "play a game."
24. As the Illegal Listening Software responds to Wake Words, Google Assistant-Enabled Devices are equipped with sensitive microphones that can pick up sound in proximity to the Google Assistant-Enabled Device, the whole as appears from a July 10, 2019 *VRT NWS* article titled "The analysis of our voices by Google is perfectly acceptable, but not listening in to our most intimate moments without our knowledge" (the "**July 2019 VRT NWS Article**"), communicated herewith as Exhibit **P-24**.
25. At all material times, Google created a reasonable expectation amongst users, including the Applicant and Class Members, that the Illegal Listening Software would collect, record, and process their communications only with the utterance of a Wake Word or the manual pressing of a button on the Google Assistant-Enabled Device.
26. Google's Google Assistant landing page specifically states, "You choose what to share with your Google Assistant," the whole as appears from an excerpt from the Google Assistant landing page, communicated herewith as Exhibit **P-25**.
27. Google's Privacy Policy effective May 26, 2026 assures users that "all Google products are built with strong security features that continuously protect your information" and that Google will not share their personal information without their consent (explicit consent in the case of sensitive personal information), the whole as appears from Google's Privacy

Policy effective May 26, 2026, communicated herewith as Exhibit **P-26** (the “**May 26, 2026 Privacy Policy**”).

28. The versions of Google’s Privacy Policy in effect since May 25, 2018 state, “[y]ou have choices regarding the information we collect and how it’s used” and “[t]he information Google collects, and how that information is used, depends on how you use our services and how you manage your privacy controls,” the whole as appears from the May 25, 2018, January 22, 2019, October 15, 2019, March 31, 2020, August 28, 2020, September 30, 2020, February 4, 2021, July 1, 2021, February 10, 2022, October 4, 2022, December 15, 2022, July 1, 2023, October 4, 2023, November 15, 2023, January 15, 2024, February 8, 2024, March 4, 2024, March 28, 2024, September 16, 2024, July 1, 2025, and April 2, 2026 versions of Google’s Privacy Policy, respectively communicated herewith as Exhibits **P-27 to P-47**, and the May 26, 2026 Privacy Policy, Exhibit P-26.
29. Earlier versions of Google’s Privacy Policy, which were also operative during the class period, state “People have different privacy concerns. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how it is used,” the whole as appears from the August 29, 2016, March 1, 2017, April 17, 2017, October 2, 2017, and December 18, 2017 versions of Google’s Privacy Policy, respectively communicated herewith as Exhibits **P-48, P-49, P-50, P-51, and P-52** (collectively with Exhibits P-26 to P-47, “**Google’s Privacy Policies**,” with “**Privacy Policy**” or “**Google’s Privacy Policy**” – when unqualified and used in the singular – meaning the version of the policy in effect at the relevant time).
30. In other representations, Google explicitly denied recording users’ conversations absent the utterance of a Wake Word or the manual pressing of a button. For example, on the online Google Nest Help Center, Google provided the following answer to a Frequently Asked Question:

**Is Google Home recording all of my conversations?**

No. Google Home listens in short (a few seconds) snippets for the hotword. Those snippets are deleted if the hotword is not detected, and none of the information leaves your device until the hotword is heard. When Google Home detects that you’ve said “Ok Google” or “Hey Google,” or that you’ve physically long pressed the top of your Google Home device, the LEDs on top of that device light up to tell you that recording is happening, Google Home records what you say, and sends that recording (including the few-second hotword recording) to Google in order to fulfill your request. You can delete these recordings through My Activity anytime.

the whole as appears from the April 17, 2019 *Privacy International* article titled “The mystery of the Amazon Echo data,” communicated herewith as Exhibit **P-53**.

31. Notwithstanding these representations, the Illegal Listening Software on the Google Assistant-Enabled Devices activate surreptitiously and record audio without any intentional user command.
32. The Illegal Listening Software on the Google Assistant-Enabled Devices continuously monitor ambient sound for Wake Words. On many occasions, the Illegal Listening Software on the Google Assistant-Enabled Devices detect Wake Words erroneously, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24.
33. These erroneous detections (“**False Accepts**”) cause the Illegal Listening Software to enter active listening mode, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24. The Illegal Listening Software thus begins recording communications that were never intended for it.
34. The Illegal Listening Software does not filter or delete communications acquired through False Accepts, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24. Instead, the Illegal Listening Software transmits these communications to Google as if the user had intentionally activated the Illegal Listening Software on the Google Assistant-Enabled Device, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24.
35. Google contracts with human reviewers around the world to examine audio recordings captured through the Illegal Listening Software, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24. The stated objective is “to help with quality and improve Assistant,” as appears from the July 2019 *VRT NWS* Article, Exhibit P-24, and an excerpt from the online Google Assistant Help Center titled “How Google Assistant works with your data,” communicated herewith as Exhibit **P-54**.
36. A substantial portion of the recordings that Google has transmitted to reviewers were only captured due to False Accepts, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24.
37. Many recordings contain sensitive exchanges occurring in family homes, where individuals reasonably expect their communications will remain private, as appears from the July 2019 *VRT NWS* Article, Exhibit P-24.
38. Recordings may also contain communications from individuals who are not Google users or who have no knowledge of a nearby Google Assistant-Enabled Device. This includes communications from children, who cannot consent to disclosure of their private information.
39. Through the Illegal Listening Software on the Google Assistant-Enabled Devices, Google intercepted, and continues to intercept, private communications occurring in the vicinity of, but not directed towards, Google Assistant-Enabled Devices.

40. The Applicant and Class Members did not consent to Google's surreptitious interception, recording, use and/or disclosure of their communications acquired through False Accepts or Google's use of these communications for its own financial gain.
  41. The Applicant and Class Members had no reason to expect that conversations occurring in their homes and other private settings would be intercepted, recorded, transmitted to Google, shared with and reviewed by human subcontractors, vendors and/or third-party affiliates, and used for targeted advertising and to help improve Google's services.
- (b) *Google Intercepted and Used, and Continues to Intercept and Use, Private Communications Knowingly and Intentionally***
42. Google intentionally designed and developed the Illegal Listening Software to monitor ambient sound continuously for Wake Words.
  43. Google knew or ought to have known that continuous monitoring for Wake Words would generate False Accepts, causing the Illegal Listening Software to enter active listening mode and record communications not intended for Google.
  44. Google deliberately marketed Google Manufactured Devices and the Illegal Listening Software on Google Assistant-Enabled Devices to assist with home management and improve family life, the whole as appears from the May 3, 2018 "Turning your house into a smart home with the Google Assistant" blog post on Google's blog, *The Keyword*, Google's Google Home landing page, and Google's webpage titled "About Google Home," respectively communicated herewith as Exhibits **P-55**, **P-56** and **P-57**. Thus, Google knew or ought to have known that False Accepts would occur in private or domestic settings.
  45. Google further knew, or ought to have known, that the Illegal Listening Software on the Google Assistant-Enabled Devices would capture private communications from persons incapable of consenting to the use of those communications (e.g. children or guests with no knowledge of a Google Assistant-Enabled Device nearby).
  46. Despite this, Google did not implement any mechanisms to ensure communications captured through False Accepts were excluded from transmission to Google and disclosure to its human reviewers (subcontractors, vendors and/or third-party affiliates).
  47. Instead, Google continues to intercept, record, transmit, share, and use communications acquired through False Accepts for targeted advertising and to help improve Google services (i.e., for Google's own commercial and financial benefit).
  48. Google's conduct therefore constitutes knowing and intentional interception of private communications.
- (c) *Conclusions Sought***
49. As a result of the foregoing, the Applicant and Class Members are justified in claiming compensatory damages, as well as punitive damages, for:

- (a) Google's unlawful interference with their privacy rights, contrary to the CCQ and the *Charter*;
  - (b) Google's breach of the Québec Privacy Law;
  - (c) Google's breach of contract, pursuant to art. 1458 CCQ;
  - (d) Google's breach of the *CPA*;
  - (e) Google's breach of the *CA*; and
  - (f) Google's extracontractual liability, pursuant to art. 1457 CCQ.
50. The Applicant also seeks injunctive relief ordering Google to cease the prohibited practices and unlawful interferences alleged herein.
51. Injunctive relief is appropriate because Google continues to intercept and use private communications acquired through False Accepts while misrepresenting the security of Google Manufactured Devices and the Illegal Listening Software on Google Assistant-Enabled Devices.
52. Injunctive relief is necessary to prevent Google from continuing the prohibited practices alleged herein, to prevent future invasions of privacy, to prevent future misrepresentations concerning product security, and to prevent future harm.

## (2) The Applicant's Experience

53. As indicated above, the Applicant is a natural person residing in Huntingdon, Québec.
54. Since October 4, 2016, the Applicant has purchased and/or owned and used various Google Assistant-Enabled Devices equipped with the Illegal Listening Software, including, but not limited to, Google Nest Mini devices and a Samsung Galaxy A15 smartphone, the whole as appears from the purchase receipts dated May 6, 2021, May 17, 2021, and July 27, 2024, communicated herewith as Exhibits P-1, P-2, P-3, and P-4.
55. The Applicant purchased her Google Assistant-Enabled Devices for personal, family, or domestic purposes.
56. The Applicant's Google Assistant-Enabled Devices were placed at various locations within the family's residence. One Google Nest Mini device was located in the kitchen, while, over the course of the class period, the locations of two other Google Nest Mini devices in the Applicant's residence varied between the living room/dining room, the Applicant's bedroom, the Applicant's home office, the bathroom, and the Applicant's son's bedroom. Although she eventually turned off its voice-detection feature because it was responding to her requests directed at her Google Nest Mini devices, the Applicant's Google Assistant-enabled smartphone, currently a Samsung Galaxy A15 smartphone, was within arm's reach of the Applicant at almost all hours of the day.

57. The Applicant and her family members have a reasonable expectation of privacy in the areas of their home where the Applicant's Google Assistant-Enabled Devices were located and which, absent the Applicant's and/or her family members' consent, were, and continue to be, inaccessible to all other persons. The Applicant and her family members frequently have private conversations in the areas of their home where the Google Assistant-Enabled Devices are located.
58. On various occasions over the past six months, the Applicant has, from time to time, noticed particularly targeted advertisements appearing on her Google Assistant-Enabled Devices. Curiously, these advertisements would often display a product or service that related to a conversation the Applicant or another person had a few days prior within earshot of her Google Assistant-Enabled Devices.
59. For example, earlier this year, the Applicant had discussions with her husband and mother-in-law about the need to purchase the Applicant's mother-in-law a car seat for when she babysits the Applicant's son. These discussions took place within earshot of the Applicant's Google Assistant-Enabled Devices. Shortly thereafter, the Applicant began to notice advertisements for car seats on her Google Assistant-Enabled Devices.
60. As another example, in or around March or April 2026, the Applicant's young son started walking more, and the Applicant started putting shoes on him to walk outside. As the Applicant's son was not yet used to wearing shoes or having shoes put on him, there were tantrums from him and struggles as the Applicant or her husband tried to put shoes on the wiggly toddler. These tantrums and struggles took place within earshot of the Applicant's Google Assistant-Enabled Devices. Shortly after the first of these tantrums, the Applicant began to notice advertisements on her Google Assistant-Enabled Devices for toddler shoes that were marketed as being "easy to put on" or "no stress."
61. As another example, in or around May 2026, the Applicant discussed composting with her husband within earshot of her Google Assistant-Enabled Devices. Shortly thereafter, the Applicant began to notice advertisements for indoor compost machines.
62. On none of the occasions mentioned above did the Applicant or anyone else utter a Wake Word or manually press a button on one or more of the Google Assistant-Enabled Devices. None of the above-mentioned communications was directed towards the Illegal Listening Software or the Google Assistant-Enabled Devices.
63. The Applicant is now aware that such occurrences were not random coincidences but instead because Google, through the Illegal Listening Software on the Applicant's Google Assistant-Enabled Devices, was intercepting, recording, sharing with third parties, and using her private communications without her knowledge or consent and without authorization by law.
64. At the time the Applicant purchased the Google Assistant-Enabled Devices and agreed to Google's Terms of Service and Privacy Policy, the Applicant relied on Google's representations about the scope of the collection, use, and disclosure of communications

Google acquired through the Illegal Listening Software on the Google Assistant-Enabled Devices. These included Google's representations that:

- (a) Google collects, retains, uses, and shares the Applicant's communications acquired through the Illegal Listening Software only with the utterance of a Wake Word or the manual pressing of a button on her Google Assistant-Enabled Devices (i.e., only with the Applicant's knowledge and consent); and
- (b) the Google-Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices were voice-activated and would only start listening with the utterance of a Wake Word or the manual pressing of a button on the device.

65. The Applicant did not know, nor could she have known through the exercise of reasonable diligence, that Google's representations were false.

**(3) Google's Unlawful Interference with the Applicant's and Class Members' Privacy Rights, Contrary to the CCQ and the *Charter***

66. The Applicant and Class Members had a reasonable expectation of privacy respecting communications made in their homes or in other private settings, particularly where those communications were not directed to the Illegal Listening Software on their Google Assistant-Enabled Device.

67. Google invaded the privacy of the Applicant and Class Members by developing devices and software that continuously monitor ambient sound and promoting the use of these devices and software in domestic spaces, thereby keeping users' private lives under observation without their knowledge or consent and without authorization by law, contrary to arts. 3, 35, and 36(4) CCQ and s. 5 of the *Charter*.

68. Google further invaded the privacy of the Applicant and Class Members by permitting the Illegal Listening Software on Google Assistant-Enabled Devices to transmit private communications acquired through False Accepts to Google and by sharing those private communications with third-party human reviewers for use in targeted advertising and Google product improvement and service optimization, contrary to arts. 3, 35, 36(2), and 36(5) CCQ and s. 5 of the *Charter*.

69. Finally, by establishing records or files containing the private communications of the Applicant and Class Members and sharing those private communications with third parties without the knowledge or consent of the Applicant and Class Members and without authorization by law, Google invaded the privacy of the Applicant and Class Members contrary to art. 37 CCQ.

70. Thus, Google's intentional interception, recording, sharing, and use of the Applicant's and Class Members' private communications violated arts. 3 and 35-37 CCQ and s. 5 of the *Charter*.

71. As a result of Google's invasion of privacy, the Applicant and Class Members suffered damages.

**(4) Google's Breach of the Québec Privacy Law**

72. Google's intentional interception, recording, sharing, and use of the Applicant's and Class Members' private communications violated ss. 8, 9.1, 12, and 13-14 of the Québec Privacy Law.

73. The private communications intercepted by Google through False Accepts constitute personal information as defined in s. 2 of the Québec Privacy Law, insofar as such communications relate to a natural person and allow, directly or indirectly, that person to be identified.

74. By permitting the Illegal Listening Software on Google Assistant-Enabled Devices to intercept and record communications not directed towards the Illegal Listening Software or the Google Assistant-Enabled Device, Google collected personal information from the Applicant and Class Members.

75. Google failed to inform the Applicant and Class Members, at the time of collection and in clear and simple language, that private communications were being collected by the Illegal Listening Software on the Google Assistant-Enabled Device through False Accepts, contrary to s. 8, para 1(2) of the Québec Privacy Law.

76. Google also failed to inform the Applicant and Class Members, at the time of collection and in clear and simple language, of the purposes for which these communications were being collected, contrary to s. 8, para 1(1) of the Québec Privacy Law.

77. Google also failed to inform the Applicant and Class Members, at the time of collection and in clear and simple language, of their rights to withdraw consent to the communication or use of the information collected, contrary to s. 8, para 1(4) of the Québec Privacy Law.

78. Google offered technological products and services (the Google Manufactured Devices and the Illegal Listening Software on Google Assistant-Enabled Devices) to the public that had privacy settings but failed to ensure those settings provided the highest level of confidentiality by default, contrary to s. 9.1 of the Québec Privacy Law.

79. Google used the Applicant's and Class Members' personal information for purposes other than those for which it was collected, without their consent, contrary to s. 12(1) of the Québec Privacy Law. In particular, Google used communications acquired through False Accepts for product improvement, service optimization, targeted advertising, and other commercial purposes even though the Applicant and Class Members did not provide those communications to Google for those purposes.

80. Communications acquired through False Accepts constitute sensitive personal information, because, given the context of collection (homes and other domestic settings), such

communications entail a high level of reasonable expectation of privacy. Google did not obtain express consent from the Applicant and Class Members to use sensitive personal information for commercial prospection, contrary to s. 12 of the Québec Privacy Law.

81. Google transmitted and shared the Applicant's and Class Members' personal information, including sensitive personal information, acquired through False Accepts with third-party human reviewers (subcontractors, vendors and/or third-party affiliates) for use in targeted advertising and Google product improvement and service optimization without the Applicant's and Class Members' consent, contrary to s. 13 of Québec Privacy Law.
82. In addition to ss. 8, 9.1, 12, and 13, the Applicant and the Class Members plead and rely upon s. 14 of the Québec Privacy Law, which states that consent "must be clear, free and informed and be given for specific purposes" and that it "must be requested for each such purpose, in clear and simple language."
83. As a result of Google's breaches of the Québec Privacy Law, the Applicant and the Class Members suffered damages.

#### (5) Google's Breach of Contract

84. The Applicant and Class Members entered into a contract with Google when they purchased their Google Manufactured Device and/or used the Illegal Listening Software on their Google Assistant-Enabled Device.
85. In order to use the Illegal Listening Software on the Google Assistant-Enabled Device, the Applicant and Class Members had to create a Google account and agree to Google's Terms of Service and Privacy Policy. By agreeing to the Terms of Service and Privacy Policy, the Applicant and Class Members entered into a contract with Google.
86. Google's Terms of Service purport to define the legal relationship between Google and all users of Google services, including the Applicant and Class Members, the whole as appears from the May 22, 2024 Terms of Service, Exhibit P-5.
87. Google unilaterally amended its Terms of Service over the course of the class period, the whole as appears from the Terms of Service effective April 14, 2014, October 25, 2017, March 31, 2020, and January 5, 2022 (all which were operative during the class period), respectively communicated herewith as Exhibits **P-58**, **P-59**, **P-60** and **P-61**, and as appears from the May 22, 2024 Terms of Service, Exhibit P-5 (collectively with Exhibits P-58 to P-61, the "**Google Terms of Service Documents**," with "**Terms of Service**" or "**Google's Terms of Service**" – when unqualified and used in the singular – meaning the version of the policy in effect at the relevant time).
88. The Illegal Listening Software on the Applicant's and Class Members' Google Assistant-Enabled Devices were also subject to Google's Privacy Policies. Until March 31, 2020, Google's Terms of Service expressly incorporated and referred to Google's Privacy Policy, the whole as appears from the April 14, 2014 and October 25, 2017 Terms of Service,

Exhibits P-58 and P-59. Since March 31, 2020, the Terms of Service encourage users to review Google's Privacy Policy and provide a hyperlink to the Privacy Policy, as appears from the March 31, 2020, January 5, 2022, and May 22, 2024 Terms of Service, Exhibits P-60, P-61, and P-5.

89. Google's Privacy Policies set out the circumstances in which Google may collect, retain, use, and share personal information, as appears from the May 26, 2026 Privacy Policy, Exhibit P-26.
90. Through Google's Privacy Policies, Google represented to users that users retain control over the information they provide to Google and the way Google uses that information.
91. For example, the May 26, 2026 Privacy Policy states, "[y]ou have choices regarding the information we collect and how it's used," the whole as appears from the May 26, 2026 Privacy Policy, Exhibit P-26. It also states, "[t]he information Google collects, and how that information is used, depends on how you use our services and how you manage your privacy controls," the whole as appears from the May 26, 2026 Privacy Policy, Exhibit P-26.
92. Google also represents that its products contain mechanisms to prevent the acquisition and dissemination of personal information. For example, the May 26, 2026 Privacy Policy (Exhibit P-26) states, "[w]e build security into our services to protect your information." It also states, "[a]ll Google products are built with strong security features that continuously protect your information," the whole as appears from the May 26, 2026 Privacy Policy, Exhibit P-26.
93. These representations created a reasonable expectation for the Applicant and Class Members that Google collects, retains, uses, and shares their communications (1) only with the utterance of a Wake Word or the manual pressing of a button on the Google Assistant-Enabled Device; and (2) only in accordance with Google's Privacy Policy. Communications captured through False Accepts fall outside the scope of Google's Privacy Policies because those communications were not intentionally directed to Google Assistant, Google Gemini, or any Google service.
94. By collecting, recording, retaining, transmitting, sharing, and using the Applicant's and Class Members' communications in a manner inconsistent with Google's Privacy Policies, Google breached its contractual obligations towards the Applicant and the Class Members, and the Applicant and Class Members suffered damages as a result.
95. The Applicant and Class Members plead that it was foreseeable that they would suffer damages as a result of Google's breach of its contractual obligations.
96. The Applicant and Class Members are entitled to obtain compensatory damages pursuant to art. 1458 CCQ.

97. The Applicant and Class Members plead and rely upon art. 1401 CCQ. Google induced the Applicant and Class Members to accept Google's Terms of Service by knowingly and intentionally misrepresenting that the Applicant and Class Members were in control over how and when Google collects, records, retains, shares, and uses their communications. No reasonable user would understand, from Google's Privacy Policies, that accepting Google's Terms of Service authorized Google to intercept, collect, record, retain, transmit, share, and use private communications that were never intentionally directed to Google Assistant, Google Gemini, or any Google service.
98. For the Applicant and Class Members who entered into consumer contracts with Google when they purchased a Google Manufactured Device and/or agreed to the Terms of Service and Privacy Policy, the Applicant and Class Members also plead and rely upon ss. 41-42 *CPA*.
99. Pursuant to ss. 41-42 *CPA*, Google's false and misleading representations described herein about user privacy and security (i.e., that Google collects, retains, uses, and shares users' communications only with the utterance of a Wake Word or the manual pressing of a button on the Google Assistant-Enabled Device and only in accordance with Google's Privacy Policy), as statements and advertisements made by Google or its representatives about the goods and services provided, are binding on Google as if they were terms of the consumer contract between Google and the Applicant and Class Members. As described herein, Google breached these contractual obligations and the Applicant and Class Members suffered damages as a result.

**(6) Google's Breach of the CPA**

100. Google's false and misleading representations about user privacy and security, as described herein, violated the *CPA*.
101. The Applicant and many of the Class Members are natural persons who purchased a Google Manufactured Device, or contracted with Google for use of the Illegal Listening Software on their Google Assistant-Enabled Device, for personal, family, or domestic purposes (i.e., for purposes other than for the purposes of their business), and are therefore consumers within the meaning of art. 1384 CCQ and s.1(e) *CPA*.
102. Google is in the business of selling goods (various consumer electronics, including the Google Manufactured Devices) and offering services to consumers. Google is therefore a merchant within the meaning of the *CPA*.
103. The Applicant and many of the Class Members have consumer contracts with Google, within the meaning of art. 1384 CCQ, and their relationship with Google is governed by the *CPA*.
104. The *CPA* prohibits unfair business practices. Such practices include making false or misleading representations to consumers (ss. 215 and 219) and omitting important facts in representations to consumers (s. 228).

105. Google, in connection with marketing, promoting, selling, and supplying consumer goods and services (i.e., the Google Manufactured Devices and the Illegal Listening Software) to the Applicant and consumer Class Members, made false and misleading representations concerning user privacy and security in direct violation of the *CPA*, including by:
- (a) representing to the Applicant and Class Members that:
    - (i) Google collects, retains, uses, and shares users' communications acquired through the Illegal Listening Software only with the utterance of a Wake Word or the manual pressing of a button on the Google Assistant-Enabled Device (i.e., only with the Applicant's and Class Members' knowledge and consent) (contrary to s. 219 *CPA*);
    - (ii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices were voice-activated and would only start listening with the utterance of a Wake Word or the manual pressing of a button on the device (contrary to s. 219 *CPA*);
    - (iii) the Applicant and Class Members are in control over how and when the Illegal Listening Software was activated on their Google Assistant-Enabled Device (contrary to s. 219 *CPA*);
    - (iv) the Applicant and Class Members are in control over how and when Google collects, records, retains, shares, and uses their communications (contrary to s. 219 *CPA*);
    - (v) the Illegal Listening Software on their Google Assistant-Enabled Devices would not record and transmit to Google communications that the Applicant and Class Members did not intentionally direct to Illegal Listening Software (contrary to s. 219 *CPA*);
    - (vi) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices had privacy and security features, characteristics, and capabilities that they did not have (contrary to s. 219 *CPA*);
    - (vii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices had benefits or qualities that they did not have (contrary to s. 219 *CPA*);
    - (viii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices were of a particular standard or quality when they were of another (contrary to s. 219 *CPA*);
    - (ix) Google takes the Applicant's and Class Members' privacy very seriously (contrary to s. 219 *CPA*); and

- (x) the Applicant's and Class Members' communications acquired through the Illegal Listening Software would only be collected, shared, and used in accordance with Google's Privacy Policy (contrary to s. 219 *CPA*);
  - (b) advertising the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices with the intent not to sell or provide them as advertised (contrary to s. 219 *CPA*);
  - (c) failing to mention, in its representations to the Applicant and Class Members, that the Illegal Listening Software on the Google Assistant-Enabled Devices continuously monitors ambient sound and can activate without the utterance of a Wake Word or the manual pressing of a button on the device (contrary to s. 228 *CPA*);
  - (d) failing to mention, in its representations to the Applicant and Class Members, that the Applicant's and Class Members' communications could be recorded even when those communications were not intentionally directed towards the Google Assistant-Enabled Device (contrary to s. 228 *CPA*); and
  - (e) failing to mention, in its representations to the Applicant and Class Members, that their private communications erroneously recorded and transmitted to Google by the Illegal Listening Software on the Google Assistant-Enabled Devices are shared with third-party human reviewers and used for targeted advertising and to improve Google's products and services (contrary to s. 228 *CPA*).
106. The aforementioned representations were false and misleading and in violation of ss. 219 and 228 *CPA* given that when Google made them, it knew or ought to have known the following, that:
- (a) the Illegal Listening Software on the Google Assistant-Enabled Devices continuously monitors ambient sound and can activate without the utterance of a Wake Word or the manual pressing of a button on the device;
  - (b) when the Illegal Listening Software on the Google Assistant-Enabled Devices erroneously detects Wake Words, it records and transmits to Google communications that users did not intentionally direct to Google Assistant, Google Gemini, or any Google service;
  - (c) the Applicant's and Class Members' private communications could be recorded even when they were not deliberately using their Google Assistant-Enabled Device;
  - (d) False Accepts capture private communications from individuals who are not Google Assistant or Google Gemini users, individuals who have no knowledge that a Google Assistant-Enabled Device is nearby, and individuals incapable of consenting to the recording of their communications;

- (e) Google's Privacy Policies did not and do not adequately disclose the scope of the information Google collects through the Illegal Listening Software on Google Assistant-Enabled Devices, in that the Applicant's and Class Members' communications could be recorded and transmitted even when they were not deliberately using their Google Assistant-Enabled Device;
  - (f) Google's Privacy Policies make the following representations, which, given Google's conduct, are not true:
    - (i) that any personal information collected from the Applicant and Class Members would not be identifiable to a specific account;
    - (ii) that any personal information collected from the Applicant and Class Members would not be shared with third parties without the Applicant's and Class Members' consent, except as provided in Google's Privacy Policy; and
    - (iii) that any personal information would only be collected and disclosed in a lawful manner;
  - (g) through the Illegal Listening Software on Google Assistant-Enabled Devices, Google would intercept and record the Applicant's and Class Members' private communications without their knowledge or consent;
  - (h) Google would share the Applicant's and Class Members' private communications acquired through False Accepts with third parties and use them for targeted advertising and to help improve Google's products and services *without* the Applicant's and Class Members' knowledge or consent; and
  - (i) its representations concerning user privacy and security were false and misleading and likely to deceive consumers.
107. Google does not have any reasonable basis for the aforementioned false and misleading representations it made to the Applicant and Class Members.
108. Despite having no reasonable basis for these representations, and despite knowing that its Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices (i) did not have the privacy and security features, characteristics, and capabilities that Google advertised, and (ii) that the scope of the collection, use, and disclosure of communications Google acquired through the Google Assistant-Enabled Devices was not as described, Google intentionally advertised and marketed the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices with the aforementioned false and misleading representations to mislead consumers, including the Applicant and Class Members, and continues to do so presently. Google also continued, and continues, to advertise and market Google Assistant-Enabled Devices for use in private domestic settings.

109. Google made the aforementioned false and misleading representations to induce consumers, including the Applicant and Class Members, to purchase and use the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices.
110. The Applicant and Class Members relied upon the false and misleading representations in deciding to purchase a Google Manufactured Device and/or use the Illegal Listening Software on a Google Assistant-Enabled Device.
111. Any reasonable consumer would consider the Google Manufactured Devices' and Google Assistant or Google Gemini software's privacy and security features, characteristics, and capabilities, and the scope of the collection, use, and disclosure of personal data associated with the use of these products, important in deciding whether to purchase and/or use a Google Assistant-Enabled Device.
112. The Applicant and Class Members would not have purchased a Google Assistant-Enabled Device, or would not have paid as much for it, had Google not made false and misleading representations and/or had the Applicant and Class Members known that the representations Google made were not true.
113. In addition to ss. 215, 219, and 228 *CPA*, the Applicant and Class Members plead and rely upon ss. 40-42; 53, para 2; 216; 221; 223.1; 253; and 272 *CPA*.
114. As a result of Google's breaches of the *CPA*, the Applicant and Class Members suffered damages.

(7) **Google's Breach of the CA**

115. Google's use of the aforementioned false and misleading representations, as described above, also violated the *CA*.
116. The *CA* applies to business transacted in Canada. Google's products and services, including Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices, are "products" within the meaning of ss. 2 and 52 *CA*.
117. The *CA* prohibits false or misleading representations.
118. At all material times, for the purpose of promoting Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices and/or Google's business interests, Google knowingly or recklessly made false and/or materially misleading representations to the Canadian public, including to the Applicant and Class Members, regarding user privacy and security associated with the Illegal Listening Software on the Google Assistant-Enabled Devices, contrary to s. 52(1) of the *CA*, notably by:
  - (a) representing to the public, including to the Applicant and Class Members, that:

- (i) Google collects, retains, uses, and shares users' communications acquired through the Illegal Listening Software only with the utterance of a Wake Word or the manual pressing of a button on the Google Assistant-Enabled Device (i.e., only with users' knowledge and consent);
  - (ii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices were voice-activated and would only start listening with the utterance of a Wake Word or the manual pressing of a button on the device;
  - (iii) users are in control over how and when the Illegal Listening Software was activated on their Google Assistant-Enabled Device;
  - (iv) users are in control over how and when Google collects, records, retains, shares, and uses their communications;
  - (v) the Illegal Listening Software on Google Assistant-Enabled Devices would not record and transmit to Google communications not intentionally directed to the Illegal Listening Software;
  - (vi) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices had privacy and security features, characteristics, and capabilities that they did not have;
  - (vii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices had benefits or qualities that they did not have;
  - (viii) the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices were of a particular standard or quality when they were of another;
  - (ix) Google takes users' privacy very seriously; and
  - (x) communications acquired through the Illegal Listening Software would only be collected, shared, and used in accordance with Google's Privacy Policy;
- (b) advertising the Google Manufactured Devices and the Illegal Listening Software on the Google Assistant-Enabled Devices, to the public, including to the Applicant and Class Members, with the intent not to sell or provide them as advertised; and
  - (c) failing to adequately disclose material information to consumers concerning user privacy and security associated with the Illegal Listening Software on the Google Assistant-Enabled Devices, including:

- (i) that the Illegal Listening Software on the Google Assistant-Enabled Devices continuously monitors ambient sound and can activate without the utterance of a Wake Word or the manual pressing of a button on the device;
  - (ii) that communications could be recorded even when those communications were not intentionally directed towards the Google Assistant-Enabled Device; and
  - (iii) that private communications erroneously recorded and transmitted to Google by the Illegal Listening Software on the Google Assistant-Enabled Devices are shared with third-party human reviewers and used for targeted advertising and to improve Google's products and services.
- 119. Google intentionally and deliberately made the false and misleading representations to inflate demand for, and the price of, the Google Manufactured Devices, and to induce the Applicant and Class Members to purchase a Google Manufactured Device or use the Illegal Listening Software on Google Assistant-Enabled Devices.
- 120. The Applicant and Class Members did not know, nor could they have known through the exercise of reasonable diligence, that Google's representations concerning user privacy and security were false or materially misleading.
- 121. The Applicant and Class Members do not have specialized knowledge concerning artificial intelligence or smart device software and are not personally familiar with the technology behind the Illegal Listening Software.
- 122. The Applicant and Class Members relied upon Google's representations concerning user privacy and security in deciding to purchase a Google Manufactured Device or use the Illegal Listening Software on Google Assistant-Enabled Devices, and suffered damages as a result of that reliance.
- 123. The Applicant and Class Members seek recovery of damages and full costs under s. 36(1) CA as a result of the violation of s. 52(1) CA.
- 124. In addition to ss. 52(1) and 36(1) CA, the Applicant and Class Members plead and rely upon ss. 52(1.1) and 52(2) CA.

**(8) Google's Extracontractual Liability under the CCQ**

- 125. If the Applicant and Class Members are not successful in establishing that Google owed them contractual duties, in the alternative, the Applicant and Class Members plead that Google's conduct, described herein, engaged its extracontractual liability.
- 126. By knowingly intercepting the private communications of the Applicant and the Class Members through the Illegal Listening Software on Google Assistant-Enabled Devices,

and then retaining, transmitting, sharing, and using those communications, without the Applicant's or Class Members' knowledge or consent, Google breached its general duty under art. 1457 CCQ to abide by the rules of conduct incumbent on it according to the circumstances and avoid causing injury to others.

127. As a result of Google's fault, the Applicant and Class Members suffered damages.
128. Google is therefore liable to make reparation for the damages it caused the Applicant and Class Members under art. 1457 CCQ.

### **(9) Punitive Damages**

129. The Applicant and many of the Class Members are consumers who purchased a Google Manufactured Device, or contracted with Google for use of the Illegal Listening Software on their Google Assistant-Enabled Device, for personal, family or domestic purposes. They can therefore claim punitive damages for a breach of the *CPA*, pursuant to s. 272.
130. The Applicant and the Class Members also claim punitive damages pursuant to s. 49 of the *Charter*, for Google's unlawful interference with their right to respect for their private lives under s. 5 of the *Charter*.
131. As described above, Google's overall conduct was, and continues to be, reckless, careless, deliberate, and with disregard for the Applicant's and Class Members' rights and to Google's obligations.
132. Google knew, or ought to have known, that it was making false and misleading representations to the Applicant and Class Members for its own commercial and financial benefit and interests. It acted with the intent to cause the Applicant and Class Members to purchase a Google Manufactured Device or use the Illegal Listening Software on Google Assistant-Enabled Devices.
133. Google willfully and knowingly disregarded the rights of the Applicant and Class Members, as Google was, at all times, aware of the probable consequences of its conduct and deliberately failed to avoid harming the Applicant and Class Members.
134. Google intentionally misrepresented and/or concealed material facts with the intent to deceive the Applicant and Class Members. Its conduct was sufficiently reprehensible so as to justify an award of punitive damages.
135. Despite knowing that False Accepts would occur in private or domestic settings, Google marketed and sold, and continues to market and sell, Google Manufactured Devices and the Illegal Listening Software on Google Assistant-Enabled Devices for use in family homes, where individuals reasonably expect that their private communications will not be collected, recorded, transmitted, shared, or used without their knowledge or consent.

136. Google knew, or ought to have known, that its conduct would expose the Applicant and Class Members to the surreptitious interception and use of private communications made in homes and other intimate settings.
137. The Applicant asks this Court to impose measures that will punish Google as well as deter and dissuade Google and other merchants from engaging in similar reprehensible conduct to the detriment of Québec consumers and residents.
138. The Applicant is entitled to claim, and does hereby claim, from Google \$500.00 per Class Member on account of punitive damages.
139. Google's patrimonial situation is so significant that the amount of punitive damages the Applicant claims is appropriate in the circumstances.

**B. The Claims of the Class Members Raise Identical, Similar, or Related Issues of Law or Fact (Art. 575(1) CCP)**

140. The identical, similar, or related questions of law or fact between each member of the Class and Google that the Applicant wishes to have decided by the class action are:
  - (a) Does Google intercept, collect, record, retain, transmit, share with third parties, and/or use for commercial purposes communications occurring in the vicinity of, but not directed towards, Google Assistant-Enabled Devices through the Google Assistant and/or Google Gemini software?
  - (b) Did Google intercept, collect, record, retain, transmit, share with third parties, and/or use for commercial purposes communications acquired through False Accepts without Class Members' consent and without authorization by law?
  - (c) Did Google unlawfully interfere with the Class Members' privacy rights, contrary to arts. 3 and 35-37 CCQ and s. 5 of the *Charter of Human Rights and Freedoms*?
  - (d) Did Google violate ss. 8, 9.1, 12, and/or 13-14 the *Act respecting the protection of personal information in the private sector*?
  - (e) Did Google violate ss. 40-42, 215, 219 and/or 228 of the *Consumer Protection Act*?
  - (f) Did Google violate s. 52(1) of the *Competition Act*?
  - (g) Did Google violate art. 1458 CCQ by breaching its contractual obligations to the Class Members?
  - (h) If Google did not owe contractual obligations to the Class Members, did Google violate art. 1457 CCQ by breaching its extracontractual obligations to the Class Members?

- (i) Are the Class Members entitled to compensatory damages, and if so, in what amount?
  - (j) Are the Applicant and Class Members entitled to punitive damages pursuant to s. 272 of the *Consumer Protection Act*, and/or s. 49 of the *Charter of Human Rights and Freedoms*, and if so, in what amount?
  - (k) Should an injunctive remedy be ordered to prohibit Google from continuing its prohibited business practices and unlawful interference with the Class Members' privacy rights?
141. The Applicant and Class Members suffered similar damages as a result of Google's prohibited business practices and misconduct. Each Class Member is justified in claiming at least one or more of the following as damages:
- (a) reimbursement of the whole (or a portion) of the price he/she/they paid for his/her/their Google Assistant-Enabled Device;
  - (b) the full costs to him/her/them of any investigation in connection with the matter and of proceedings, pursuant to s. 36(1) *CA*;
  - (c) compensatory damages in an amount to be determined; and/or
  - (d) punitive damages in the amount of \$500.00 each.
142. All of the damages to the Class Members are a direct and proximate result of Google's misconduct.
143. The Class Members' claims arise from the same prohibited business practices and misconduct and are based on the same legal syllogisms.
144. The questions of law or fact that are particular to each Class Member, if any, pale in comparison to the common questions.
- C. The Composition of the Class Makes It Difficult or Impracticable to Apply the Rules for Mandates or for Consolidation of Proceedings (Art. 575(3) CCP)**
145. 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 for the following reasons:
- (a) the Class Members are numerous and are estimated to be in the thousands (the precise number of Class Members is within Google's knowledge);
  - (b) the Class Members are dispersed throughout the province of Québec;

- (c) the names and addresses of the Class Members are not known to the Applicant (but are likely known to Google);
  - (d) given the costs and risks inherent in an action before the courts, many Class Members will hesitate to institute an individual action against Google, and even if Class Members could afford such individual litigation, it would place an unjustifiable burden on the courts;
  - (e) individual litigation of the factual and legal issues raised by the conduct of Google would increase delay and expense to all parties and to the court system;
  - (f) a multitude of actions risks having contradictory judgments on questions of fact and law that are identical, similar, or related to all Class Members, which would establish incompatible standards of conduct for Google; and
  - (g) it would be impractical, if not impossible, to contact each and every Class Member to obtain consent to join them in one action.
146. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice. It is therefore expedient that the bringing of a class action for the benefit of the Class Members be authorized.

**D. The Applicant Is a Suitable Representative Plaintiff (Art. 575(4) CCP)**

147. The Applicant requests that she be ascribed the status of representative of the Class.
148. The Applicant is in a position to adequately represent the Class Members for the following reasons:
- (a) she is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;
  - (b) she has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members; and
  - (c) her interests are not antagonistic to those of other Class Members, and she does not have, on the common questions for the Class, an interest in conflict with the interests of other Class Members.
149. Additionally, the Applicant respectfully adds that:
- (a) she is ready and available to manage and direct the class action in the interests of the Class Members she wishes to represent and is determined to lead the class action until its final resolution, the whole for the benefit of the Class;

- (b) she has the time, energy, will, and determination to assume all of the responsibilities incumbent upon her in order to diligently advance the class action;
- (c) she wants to hold Google accountable for its prohibited business practices and misconduct and to help other Class Members similarly situated to be compensated;
- (d) she has retained counsel experienced and competent in the prosecution of class actions, including consumer protection class actions;
- (e) she cooperates, and will continue to cooperate, with her counsel;
- (f) she has given the mandate to her counsel to obtain all relevant information with respect to the class action and intends to be kept informed of all developments;
- (g) she is ready and available to collaborate with other Class Members and to keep Class Members informed; and
- (h) she has given instructions to her counsel to publish information about this class action on its website and to collect the contact information of Class Members who wish to be kept informed and participate in any resolution of the class action.

150. For the above reasons, the Applicant respectfully submits that her interest and competence are such that the present class action could proceed fairly and in the best interests of the Class Members.

### **III. DAMAGES**

151. During the class period, Google likely generated substantial revenue from:

- (a) selling Google Manufactured Devices at premium prices despite these devices not being as advertised; and
- (b) unlawfully interfering with the privacy rights of the Applicant and Class Members, including by using the communications acquired through False Accepts for targeted advertising and to help improve Google services.

152. Google's conduct is reprehensible and to the detriment of Québec consumers and residents.

153. As a direct and proximate result of Google's breaches of the CCQ, the *Charter*, Québec's Privacy Law, Google's contractual obligations to the Applicant and Class Members, the CPA, and the CA, the Applicant and Class Members were harmed and suffered damages. These damages include, but are not limited to:

- (a) anxiety, emotional stress, and mental anguish;
- (b) loss of control over private information and private communications;

- (c) paying a price premium to purchase a Google Manufactured Device despite the device not being as advertised; and
  - (d) expenses incurred in purchasing a Google Assistant-Enabled Device that did not perform to the standard advertised and promised, including amounts paid for the device, and any interest that would have accrued on those amounts.
154. Google must be held accountable for the breach of obligations imposed on it by law.
155. In light of the foregoing, the following damages may be claimed against Google:
- (a) compensatory damages, in an amount to be determined, on account of the damages suffered;
  - (b) the full costs of any investigation in connection with the matter and of proceedings, pursuant to s. 36(1) *CA*; and
  - (c) punitive damages, in the amount of \$500.00 per Class Member, pursuant to s. 272 *CPA* and s. 49 of the *Charter*.

#### **IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

156. The action that the Applicant wishes to institute on behalf of Class Members is an action in damages, declaratory judgment, and injunctive relief.
157. The conclusions that the Applicant wishes to introduce by way of an originating application are:

**GRANT** the Plaintiff's action against the Defendants on behalf of all Class Members;

**DECLARE** that the Defendants are liable to the Class Members for the following:

- (a) breach of the *Civil Code of Québec*, notably arts. 3, 35-37, and 1457;
- (b) breach of the *Charter of Human Rights and Freedoms*, notably s. 5;
- (c) breach of the *Act respecting the protection of personal information in the private sector*, notably ss. 8, 9.1, 12, and 13-14;
- (d) breach of contract, pursuant to art. 1458 *CCQ*;
- (e) breach of the *Consumer Protection Act*, notably ss. 40-42, 215, 219, and 228; and
- (f) breach of the *Competition Act*, notably s. 52(1);

**ORDER** the Defendants to refrain from any representation or omission that could be misleading regarding the privacy and security of the Google Assistant or Google Gemini software on Google Assistant-Enabled Devices, and to disclose and remedy prior false and misleading representations regarding the privacy and security of the Google Assistant and Google Gemini software on Google Assistant-Enabled Devices;

**ORDER** the Defendants to refrain from intercepting, collecting, recording, retaining, transmitting, sharing with third parties, and/or using for commercial purposes communications acquired through False Accepts without Class Members' consent;

**DECLARE** the Defendants liable for the damages suffered by the Plaintiff and each of the Class Members;

**CONDEMN** the Defendants, solidarily, to pay to each Class Member compensatory damages or a reimbursement, in an amount to be determined, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants, solidarily, to pay to each Class Member the sum of \$500.00 on account of punitive damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application for Authorization to Institute a Class Action and to Obtain the Status of Representative;

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

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the evidence permits, or, alternatively, by individual liquidation;

**CONDEMN** the Defendants, solidarily, to bear the costs of the present action at all levels, including the cost of all exhibits, notices, claims administration, and experts, including experts required to establish the amount of the collective recovery orders.

## **V. JURISDICTION**

158. The Applicant suggests that this class action be exercised before the Superior Court of the province of Québec, in the district of Montréal because the Defendant Google Canada Corporation has an establishment in the judicial district of Montréal.
159. A great number of the Class Members also likely reside in the judicial district of Montréal.
160. Google has establishments in Montréal and the surrounding area.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** this Application for Authorization to Institute a Class Action and to Obtain the Status of Representative;

**AUTHORIZE** the bringing of a class action in the form of an originating application in damages, declaratory judgment, and injunctive relief;

**APPOINT** the Applicant, Justine Bonczek, as representative of the Class herein described as:

All persons resident in Québec who, between October 4, 2016 and the date of authorization, purchased a Google-manufactured smart device pre-installed with Google Assistant or Google Gemini and/or owned and used a Google Assistant- or Google Gemini-enabled smart device;

**IDENTIFY** the principal questions of law and fact to be dealt with collectively as being the following:

- (a) Does Google intercept, collect, record, retain, transmit, share with third parties, and/or use for commercial purposes communications occurring in the vicinity of, but not directed towards, Google Assistant-Enabled Devices through the Google Assistant and/or Google Gemini software?
- (b) Did Google intercept, collect, record, retain, transmit, share with third parties, and/or use for commercial purposes communications acquired through False Accepts without Class Members' consent and without authorization by law?
- (c) Did Google unlawfully interfere with the Class Members' privacy rights, contrary to arts. 3 and 35-37 CCQ and s. 5 of the *Charter of Human Rights and Freedoms*?
- (d) Did Google violate ss. 8, 9.1, 12, and/or 13-14 the *Act respecting the protection of personal information in the private sector*?
- (e) Did Google violate ss. 40-42, 215, 219 and/or 228 of the *Consumer Protection Act*?
- (f) Did Google violate s. 52(1) of the *Competition Act*?
- (g) Did Google violate art. 1458 CCQ by breaching its contractual obligations to the Class Members?
- (h) If Google did not owe contractual obligations to the Class Members, did Google violate art. 1457 CCQ by breaching its extracontractual obligations to the Class Members?

- (i) Are the Class Members entitled to compensatory damages, and if so, in what amount?
- (j) Are the Applicant and Class Members entitled to punitive damages pursuant to s. 272 of the *Consumer Protection Act*, and/or s. 49 of the *Charter of Human Rights and Freedoms*, and if so, in what amount?
- (k) Should an injunctive remedy be ordered to prohibit Google from continuing its prohibited business practices and unlawful interference with the Class Members' privacy rights?

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

**GRANT** the Plaintiff's action against the Defendants on behalf of all Class Members;

**DECLARE** that the Defendants are liable to the Class Members for the following:

- (a) breach of the *Civil Code of Québec*, notably arts. 3, 35-37, and 1457;
- (b) breach of the *Charter of Human Rights and Freedoms*, notably s. 5;
- (c) breach of the *Act respecting the protection of personal information in the private sector*, notably ss. 8, 9.1, 12, and 13-14;
- (d) breach of contract, pursuant to art. 1458 CCQ;
- (e) breach of the *Consumer Protection Act*, notably ss. 40-42, 215, 219, and 228; and
- (f) breach of the *Competition Act*, notably s. 52(1);

**ORDER** the Defendants to refrain from any representation or omission that could be misleading regarding the privacy and security of the Google Assistant or Google Gemini software on Google Assistant-Enabled Devices, and to disclose and remedy prior false and misleading representations regarding the privacy and security of the Google Assistant and Google Gemini software on Google Assistant-Enabled Devices;

**ORDER** the Defendants to refrain from intercepting, collecting, recording, retaining, transmitting, sharing with third parties, and/or using for commercial purposes communications acquired through False Accepts without Class Members' consent;

**DECLARE** the Defendants liable for the damages suffered by the Plaintiff and each of the Class Members;

**CONDEMN** the Defendants, solidarily, to pay to each Class Member compensatory damages or a reimbursement, in an amount to be determined, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants, solidarily, to pay to each Class Member the sum of \$500.00 on account of punitive damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application for Authorization to Institute a Class Action and to Obtain the Status of Representative;

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

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the evidence permits, or, alternatively, by individual liquidation;

**CONDEMN** the Defendants, solidarily, to bear the costs of the present action at all levels, including the cost of all exhibits, notices, claims administration, and experts, including experts required to establish the amount of the collective recovery orders;

**ORDER** the publication of a notice to the Class Members in accordance with art. 576 CCP, in a manner and form to be determined by this Honourable Court, and **ORDER** the Defendants to pay for the costs of said publication;

**ORDER** the Defendants to send to each Class Member for whom one of the Defendants has a postal or email address, a copy of the notice by mail or by email, within thirty (30) days of the judgment approving the notice to the Class Members;

**ORDER** any other method of publication deemed useful, efficient, and effective to reach Class Members;

**FIX** the deadline for exclusion at sixty (60) days from the date of the first publication of the notice to Class Members, at the expiry of which Class Members who have not requested their exclusion will be bound by any judgment to be rendered herein;

**DECLARE** that all Class Members who have not requested their exclusion shall be bound by any judgment to be rendered in the class action to be instituted, in accordance with the law;

**RENDER** any other order that this Honourable Court shall determine;

**THE WHOLE** with costs, including notice publication fees.

LONDON, ON, June 26, 2026

*Chelsea Smith*

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MONTRÉAL, June 26, 2026

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