

Originally filed July 22, 2015. Amended pursuant to Rule 6-1(1)(a) February 21, 2018. Further amended pursuant to the order of Mr. Justice Myers, made November 25, 2020.

No. S-156006
Vancouver Registry

**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**

In the Supreme Court of British Columbia

Between

NOV 30 2020

SARA RAMSAY



Plaintiff

and

**Okaya Electric Industries Co., Ltd., Okaya Electric America Inc.,
Panasonic Corporation, Panasonic Corporation of North America,
Panasonic Canada Inc., Sanyo Electric Co., Ltd., Taitso
Corporation, Taitso America, Inc., Shinyei Kaisha, Shinyei
Technology Co., Ltd., Shinyei Capacitor Co., Ltd., Shinyei
Corporation of America, Inc., Nitsuko Electronics Corporation,
Nissei Electric Co. Ltd., Soshin Electric Co., Ltd., Soshin
Electronics of America Inc., Shizuki Electric Co., Ltd., American
Shizuki Corporation and Toshin Kogyo Co., Ltd.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

SECOND AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (c) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (d) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

PART 1: STATEMENT OF FACTS

1. This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of film capacitors (“Film Capacitors”), used in electronic devices sold in Canada including British Columbia, and elsewhere. During the period commencing as early as January 1, 2002 to December 31, 2014 (the “Film Class Period”), the defendants and their senior executives participated in illegal and secret meetings and made agreements to fix the prices for Film Capacitors sold in Canada, including British Columbia, and elsewhere.

2. Film Capacitors are electrical components that uses insulating plastic film and one of two conductive materials, propylene or polyester. Film Capacitors include the following four generations: (1) film and aluminum foil capacitors, (2) film and other metal capacitors, (3) layered capacitors, and (4) surface-mount capacitors (i.e., capacitors without leaves). Each generation of Film Capacitors contains different types of general purpose capacitors and specific purpose capacitors.

3. Applications of Film Capacitors include appliances, lighting, power supply, digital AV, communications, games, direct current (DC) link for inverters, snubber for inverters, in battery filters, and in electric compressors.

4. During the Film Class Period, the plaintiff, Sara Ramsay, bought household appliances, including a microwave, which contained Film Capacitors.

The Defendants

5. The defendants and other co-conspirators manufacture, market, distribute, and sell Film Capacitors in Canada, including in British Columbia.

6. The defendants and other co-conspirators agreed, combined, and conspired to inflate, fix, raise, maintain, or artificially stabilize prices of Film Capacitors.

7. The defendants and other co-conspirators are jointly and severally liable for the actions of, and the damages allocable to, their co-conspirators, including unnamed co-conspirators.

8. Where a particular entity within a corporate family of defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate family. The individual participants in the conspiratorial meetings and discussions entered into agreements on behalf of, and reported these meetings and discussions to, their respective corporate families.

9. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this lawsuit, the identities of which are presently unknown, have participated as co-conspirators with the defendants in the unlawful

behaviour alleged in this Notice of Civil Claim, and have performed acts and made statements in furtherance of the conspiracy or in furtherance of the anticompetitive conduct.

The Okaya Defendants

~~10. The defendant Okaya Electric Industries Co., Ltd. ("Okaya Co.") is a Japanese corporation with its principal place of business located at 16-9, Todoroki 6 chome, Setagaya-ku, Tokyo 158-8543, Japan. During the Film Class Period, Okaya Co., directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.~~

~~11. The defendant Okaya Electric America Inc. ("Okaya America"), an Indiana corporation, is a wholly owned subsidiary of Okaya Co. with its principal place of business located at 52 Marks Road, Suite 1, Valparaiso, Indiana 46383. It is affiliated with and controlled by Okaya Co. During the Film Class Period, Okaya America, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.~~

~~12. The businesses of each of the defendants Okaya Co. and Okaya America are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.~~

The Panasonic and Sanyo Defendants

10. The defendant Panasonic Corporation is a Japanese corporation with its principal place of business in Osaka, Japan. Until October 1, 2008, Panasonic Corporation operated under the name Matsushita Electric Industrial Co., Ltd. During the Film Class Period, Panasonic Corporation directly or through its subsidiaries, agents or affiliates manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

11. The defendant Panasonic Corporation of North America is a Delaware corporation with its principal place of business in Newark, New Jersey. It is a wholly owned subsidiary of, and controlled by, Panasonic Corporation. During the Film Class

Period, Panasonic Corporation of North America directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

12. Panasonic Canada Inc. is a Canadian corporation with its principal place of business in Mississauga, Ontario. It is a wholly owned subsidiary of, and controlled by, Panasonic Corporation. During the Film Class Period, Panasonic Canada Inc. directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

13. The defendant Sanyo Electric Co., Ltd. is a Japanese corporation with its principal place of business in Osaka, Japan. It is a wholly owned subsidiary of, and controlled by, Panasonic Corporation. During the Film Class Period, Sanyo Electric Co., Ltd. directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

14. The businesses of each of the defendants Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc. and Sanyo Electric Co., Ltd., are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.

The Taitso Defendants

43.15. The defendant Taitso Corp. ("Taitso") is a Japanese corporation with its principal place of business located at 2-23-20, Kizuki, Nakahara-ku, Kawasaki, Kanagawa 211-0025, Japan. During the Film Class Period, Taitso directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

44.16. The defendant Taitso America, Inc. ("Taitso America"), a California corporation, is a wholly owned subsidiary of Taitso Corp. with its principal place of business located at 6160 Mission Gorge Road, Suite 100, San Diego, California 92120. It is affiliated with and controlled by Taitso. During the Film Class Period, Taitso

America, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

~~15.17.~~ The businesses of each of the defendants Taitso and Taitso America are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.

The Shinyei Defendants

~~16.18.~~ The defendant Shinyei Kaisha (“Shinyei Kaisha”) is a Japanese corporation with its principal place of business located at 77-1 Kyomachi, Chuo-ku, Kobe 651-0178, Japan. During the Film Class Period, Shinyei Kaisha directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

~~17.19.~~ The Shinyei Technology Co., Ltd. (“Shinyei Tech”), is a Japanese corporation and a corporate affiliate of Shinyei Kaisha with its principal place of business located at 77-1 Kyomachi, Chuo-ku, Kobe 651-0178, Japan. Until in or about February 2011, Shinyei Tech - either directly or through its subsidiaries, agents or affiliates, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

~~18.20.~~ The defendant Shinyei Capacitor Co., Ltd. (“Shinyei Capacitor”) is a Japanese corporation and a corporate “affiliate” of Shinyei Kaisha with its principal place of business located at Shinagawa Crystal Square 11F, 1-6-41 Konan, Minato-ku, Tokyo 108-0075, Japan Starting in or about February 2011, Shinyei Capacitor was established by Shinyei Kaisha to take over the Film Capacitors business of Shinyei Tech. After in or about February 2011, Shinyei Capacitor—either directly or through its subsidiaries, agents or affiliates - manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

~~19.21.~~ The defendant Shinyei Corporation of America, Inc. (“Shinyei America”), a Delaware corporation and a wholly owned subsidiary of Shinyei Kaisha with its principal place of business located at 1120 Avenue of the Americas, 4th Floor, New York, New

York 10036. It is affiliated with and controlled by Shinyei Kaisha. During the Film Class Period, Shinyei America, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

20-22. The businesses of each of the defendants Shinyei Kaisha, Shinyei Tech, Shinyei Capacitor and Shinyei America are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.

Nitsuko

~~21. The defendant Nitsuko Electronics Corporation (“Nitsuko”) is a Japanese corporation with its principal place of business located at 2031-1, Ogawara, Suzaka-shi, Nagano-ken, 382-0071, Japan. During the Film Class Period, Nitsuko directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.~~

Nissei

22-23. The defendant Nissei Electric Co. Ltd. (“Nissei”) is a Japanese corporation with its principal place of business located at 201, Motodate, Hanamaki, Iwate, 025-0061, Japan. During the Film Class Period, Nissei directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

The Soshin Defendants

23-24. The defendant Soshin Electric Co., Ltd. (“Soshin Co.”) is a Japanese corporation with its principal place of business located at 3-13-16, Mita, Minato-ku, Tokyo 108-8322, Japan. During the Film Class Period, Soshin Co. directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

24-25. The defendant Soshin Electronics of America Inc. (“Soshin America”), a California corporation, is a wholly owned subsidiary of Soshin Co. with its principal place of business located at 2520 Mission College Boulevard #104, Santa Clara, California

95054. It is affiliated with and controlled by Soshin Co. During the Film Class Period, Soshin America, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

~~25-26.~~ The businesses of each of the defendants Soshin Co. and Soshin America are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.

The Shizuki Defendants

~~26-27.~~ The defendant Shizuki Electric Co., Ltd. ("Shizuki") is a Japanese corporation with its principal place of business located at 10-45 Taisha-cho, Nishinomiya, Hyogo 662-0867, Japan. During the Film Class Period, Shizuki directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

~~27-28.~~ The defendant American Shizuki Corporation ("ASC") is a Nebraska corporation with its principal place of business located at 301 West O Street, Ogallala, Nebraska 69153. It is affiliated with and controlled by Shizuki. During the Film Class Period, ASC, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including in British Columbia.

~~28-29.~~ The businesses of each of the defendants Shizuki Co. and ASC are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing, sale and/or distribution of Film Capacitors.

Toshin Kogyo Co., Ltd.

~~29-30.~~ The defendant Toshin Kogyo Co., Ltd. ("Toshin") is a Japanese corporation with its principal place of business located at 101-0047 TSUKASA Bldg. 2-15-4 Uchikanda Chiyoda-ku Tokyo, Japan. During the Film Class Period, Toshin directly or through its subsidiaries, manufactured, marketed and/or distributed Film Capacitors for sale, directly and indirectly, in Canada including British Columbia.

The Film Class Members and Film Class Period

~~30-31.~~ This action is brought on behalf of members of the class (the “Film Class Members”) consisting of the plaintiff and all British Columbia resident persons who, during the Film Class Period commencing as early as January 1, 2002 ~~2007~~ and continuing to December 31, 2014 ~~the present~~, purchased a Film Capacitor or a product containing a Film Capacitor.

The Film Capacitors Industry

~~31-32.~~ The defendants sold Film Capacitors, directly and indirectly, to original equipment manufacturers (“OEMs”) who install Film Capacitors directly into their products, electronic manufacturing service providers (“EMS Providers”) who manufacture electric circuit products that contain Film Capacitors and are integrated into end-use products manufactured by others, third-party electronics distributors that sell Film Capacitors to various consumers, and the Film Class Members, among others.

~~32-33.~~ The structure of the Film Capacitors manufacturing industry is conducive to the conspiracy alleged in this Notice of Civil Claim. There are substantial barriers that preclude, reduce, or make more difficult entry into the Film Capacitors market. The market is subject to high manufacturing and technological barriers to entry.

~~33-34.~~ There are no close substitutes for Film Capacitors. Film Capacitors are electronic components that serve as one of the fundamental building blocks of all types of electrical circuits. There is no alternative product that can replace Film Capacitors.

~~34-35.~~ Film Capacitors are a commodity product that is interchangeable among the defendants. Film Capacitors of like technical and operational specification are mutually interchangeable.

~~35-36.~~ By virtue of their market position, the defendants and their co-conspirators are the dominant manufacturers and suppliers of Film Capacitors in Canada, including in British Columbia, and around the world.

The Conspiracy to Fix Prices of Film Capacitors

~~36.~~37. The acts alleged under this heading are, collectively, the “Conspiratorial Acts”.

~~37.~~38. During the Film Class Period, the defendants and unnamed co-conspirators conspired and/or agreed with each other to fix, maintain, increase, and control the price for the supply of Film Capacitors and/or to enhance unreasonably the prices of Film Capacitors and/or to lessen unduly competition in the sale of Film Capacitors in Canada including British Columbia and elsewhere.

~~38.~~39. During the Film Class Period, senior executives and employees of the defendants, acting in their capacities as agents for the defendants, engaged in communications, conversations, and attended meetings with each other at times and places, some of which are unknown to the plaintiff. As a result of the communications and meetings the defendants and unnamed co-conspirators unlawfully conspired and/or agreed to:

- (a) unreasonably enhance the prices of Film Capacitors in Canada, including in British Columbia, and elsewhere;
- (b) fix, maintain, increase, or control the prices of Film Capacitors in Canada, including in British Columbia, and elsewhere;
- (c) monitor and enforce adherence to an agreed-upon pricing scheme for Film Capacitors; and
- (d) lessen unduly competition in the sale of Film Capacitors in Canada, including in British Columbia, and elsewhere.

~~39.~~40. In furtherance of the conspiracy, during the Film Class Period, the defendants and/or their servants and agents:

- (a) fixed, maintained, increased, controlled, and/or enhanced unreasonably the prices of Film Capacitors in Canada, including in British Columbia, and elsewhere;

- (b) communicated secretly, in person and by telephone, to discuss and fix prices of Film Capacitors;
- (c) made formal agreements with respect to the prices of Film Capacitors;
- (d) exchanged information regarding the prices of Film Capacitors for the purposes of monitoring and enforcing adherence to the agreed-upon prices;
- (e) allocated sales, territories, customers or markets for supply of Film Capacitors;
- (f) fixed, maintained, controlled, prevented or lessened the supply of Film Capacitors; and
- (g) disciplined any conspirator which failed to comply with the conspiratorial agreement.

40.41. During the Film Class Period and continuing to the present, the defendants and/or their servants and agents took active steps to, and did, conceal the unlawful conspiracy from the Film Class Members.

41.42. The defendants were motivated to conspire and their predominant purposes and predominant concerns were to harm the plaintiff and other Film Class Members by requiring them to pay unlawfully high prices for Film Capacitors.

42.43. The Conspiratorial Acts alleged in this claim to have been done by each defendant were authorized, ordered, and done by each defendant's officers, directors, agents, employees, or representatives while engaged in the management, direction, control, or transaction of its business affairs.

Damages

43.44. As a result of the Conspiratorial Acts:

- (a) the prices of Film Capacitors have been, directly or indirectly, enhanced unreasonably and/or fixed at artificially high and non-competitive levels; and
- (b) competition in the sale of Film Capacitors has been lessened.

44.45. During the Film Class Period, the Film Class Members purchased Film Capacitors both directly and indirectly. By reason of the alleged violations of the *Competition Act*, RSC 1985, c 19 (2nd Suppl.) (the "*Competition Act*") and the common law, the plaintiff and the other Film Class Members have been overcharged for Film Capacitors by paying more than they would have paid in the absence of the illegal conspiracy and, as a result, the plaintiff and the other Film Class Members have suffered damages (the "Overcharge").

45.46. The Overcharge is capable of being quantified on an aggregate basis as the difference between the actual prices for Film Capacitors and the prices which would have been paid in the absence of the unlawful conspiracy. The defendants are jointly and severally liable for the Overcharge.

PART 2: RELIEF SOUGHT

46.47. The plaintiff, on her own behalf, and on behalf of the Film Class Members, claims against the defendants:

- (a) a declaration that the defendants, and each of them, conspired each with the other to raise, maintain, fix, and stabilize the price of Film Capacitors during the Film Class Period, in violation of statutory, common law, and equitable laws as alleged in this claim;
- (b) a declaration that the defendants, and each of them, conspired, combined, agreed or arranged to prevent or lessen, unduly, competition in the manufacture or production of Film Capacitors or to enhance unreasonably the price of Film Capacitors;

- (c) an order certifying this action as a class proceeding against the defendants and appointing the plaintiff as representative plaintiff in respect of the Film Class Members;
- (d) general damages for conspiracy and unlawful interference with economic interests;
- (e) a declaration that the defendants are liable for and must account for and make restitution to the plaintiff and the other Film Class Members in an amount equal to the Overcharge;
- (f) a declaration that the defendants have each been unjustly enriched by the receipt of the Overcharge an order that the defendants disgorge and make restitution of the Overcharge;
- (g) judgment in the amount of the Overcharge;
- (h) general damages for conduct that is contrary to Part VI of the *Competition Act*;
- (i) punitive damages;
- (j) an injunction enjoining the defendants from conspiring or agreeing with each other, or others, to raise, maintain, fix, or stabilize the price of Film Capacitors;
- (k) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- (l) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 78, s 128; and
- (m) such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

47.48. The plaintiff pleads and relies upon the *Class Proceedings Act*, RSBC, 1996 c 50, the *Competition Act*, and the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 (the “*CJPTA*”).

Causes of Action

Breach of the Competition Act

48.49. The Conspiratorial Acts are in breach of section 45 of Part VI of the *Competition Act*, as amended from time to time, caused injury to the plaintiff and the other Film Class Members and render the defendants jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*.

Civil Conspiracy

49.50. Further, or alternatively, the Conspiratorial Acts were unlawful acts directed towards the plaintiff and the other Film Class Members, which unlawful acts the defendants knew in the circumstances would likely cause injury to the plaintiff and other Film Class Members and, as such, the defendants are jointly and severally liable for the tort of civil conspiracy. Further, or alternatively, the predominant purpose of the Conspiratorial Acts was to injure the plaintiff and other Film Class Members, and the defendants are jointly and severally liable for the tort of conspiracy to injure.

50.51. The plaintiff and other Film Class Members suffered damages as a result of the defendants’ conspiracy.

Unlawful Means Tort

51.52. Further, or alternatively, the Conspiratorial Acts were unlawful acts intended to cause the plaintiff and the other Film Class Members economic loss as an end in itself or as a necessary means of enriching the defendants.

52.53. The Conspiratorial Acts were unlawful under the laws of the jurisdictions where the Conspiratorial Acts took place and are actionable by third parties, including OEMs, EMS Providers and third-party electronics distributors located outside of British

Columbia who directly purchased Film Capacitors, or would be actionable by those third parties if those third parties had suffered a loss. As such, the defendants are jointly and severally liable for the unlawful means tort.

~~53-54.~~ The plaintiff and the other Film Class Members suffered damages as a result of the defendants' unlawful means tort and each of the defendants is jointly and severally liable to pay the resulting damages.

Unjust Enrichment and Waiver of Tort

~~54-55.~~ In the alternative, the plaintiff waives any tort pleaded above, and pleads that she and the other Film Class Members are entitled to recover for the defendants' gains resulting from the Conspiratorial Conduct under restitutionary principles.

~~55-56.~~ Equity and good conscience require that the defendants make restitution to the plaintiff and the other Film Class Members of the artificially-induced Overcharge, or alternatively to disgorge that ill-gotten gain to the Plaintiff and the other Film Class Members because, among other reasons:

- (a) the Overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;
- (b) justice and good conscience require restitution;
- (c) the integrity of the marketplace would be undermined if the court did not order restitution; and
- (d) there are no factors that would, in respect of the artificially induced Overcharge, render restitution unjust.

~~56-57.~~ Further, or alternatively, the defendants have each been unjustly enriched by the receipt of the Overcharge. The plaintiff and other Film Class Members have suffered a deprivation in the amount of the Overcharge.

~~57-58.~~ There can be no juristic reason justifying the defendants' receipt of the Overcharge as it resulted from the defendants' wrongful or unlawful acts. In particular,

the contracts by which the defendants purport to have received the artificially induced Overcharge are illegal and void because:

- (a) they violate and are prohibited by Part VI of the Competition Act, in that the defendants combined or agreed with each other to prevent or lessen, unduly, competition and to restrain or injure competition unduly, as particularized above. The defendants were aware or ought to have been aware that the effect of the agreements would be to prevent or lessen competition unduly; and
- (b) they violate public policy and are an unlawful restraint of trade at common law and equity.

Punitive Damages

58-59. The plaintiff asserts that the defendants' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of the Film Class Members, and as such renders the defendants liable to pay aggravated and punitive damages.

Jurisdiction

59-60. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The plaintiff and other Film Class Members plead and rely upon the *CJPTA* in respect of the defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (f) – (i) of the *CJPTA* because this proceeding:

- (a) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (b) concerns a tort committed in British Columbia;
- (c) concerns a business carried on in British Columbia; and
- (d) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS MOGERMAN

#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555

Fax: (604) 689-7554

Email: service@cfmlawyers.ca

Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: July 22, 2015



Signature of lawyer
for Plaintiff

Reidar Mogerman Q.C.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The plaintiff, Sara Ramsay, claims the right to serve this pleading on the defendants, outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the plaintiff and other Film Class Members plead and rely upon the *CJPTA* in respect of these defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to ss.10 (f) –(i) of the *CJPTA* because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and

- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

CONCISE SUMMARY OF NATURE OF CLAIM:

This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Film Capacitors sold in Canada and worldwide. During the Film Class Period, the defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices for Film Capacitors. The plaintiff and the Film Class Members suffered damages as a result.

THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor Vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

1. *Class Proceedings Act*, RSBC, 1996 c 50;
2. *Competition Act*, RSC 1985, c 19 (2nd Suppl.); and
3. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28.