Electronically issued / Délivré par voie électronique : 27-Jul-2026 Court File No./N° du dossier du greffe: CV-26-00014979-0000
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

RAJU CHEKKA & JUDITH MAE SKENE

Plaintiffs

- and -

META PLATFORMS INC., FACEBOOK HOLDINGS LLC,
FACEBOOK OPERATIONS LLC, FACEBOOK CANADA LTD.
and INSTAGRAM LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiffs do not have a lawyer, serve it on the plaintiffs, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: July 27, 2026

Issued by ______________________________
Local registrar

Address of court office
330 University Avenue
Toronto, Ontario M5G 1R7

TO: **META PLATFORMS, INC.**
251 Little Falls Drive
Wilmington DE 19808 USA

FACEBOOK HOLDINGS, LLC
251 Little Falls Drive
Wilmington DE 19808 USA

FACEBOOK OPERATIONS, LLC
251 Little Falls Drive
Wilmington DE 19808 USA

FACEBOOK CANADA LTD.
199 Bay Street
Commerce Court, Unit 12
Toronto ON M5L 1E9

INSTAGRAM, LLC
251 Little Falls Drive
Wilmington DE 19808 USA

CLAIM

A. RELIEF SOUGHT

1. The Plaintiffs, on their own behalf and on behalf of the Class defined below, claim for:

(a) an order certifying this action as a class proceeding and appointing the Plaintiffs as representative plaintiffs for the Class;

(b) declarations that the Defendants, referred to collectively as "**Meta**":

(i) breached their contracts with the Plaintiffs and Class Members;

(ii) were negligent in the performance of their duties to the Plaintiffs and Class Members;

(iii) were negligent in the representations they made to the Plaintiffs and Class Members;

(iv) breached their duties to the Plaintiffs and the Class under the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, as amended ("***Ontario Consumer Protection Act***"); *Equivalent Consumer Protection Legislation* (defined below); and the *Competition Act*, R.S.C., 1985, c. C-34, as amended ("***Competition Act***");

(v) were unjustly enriched, at the expense of the Plaintiffs and the Class, by the acts or omissions pleaded herein;

(vi) are liable to the Plaintiffs and the Class for the harm caused by their breach of common law and statutory duties;

(c) general and special damages in an amount to be determined, payable on a joint and several basis;

(d) disgorgement of the benefits gained by Meta as a result of its wrongdoing against the Plaintiffs and the Class;

(e) punitive damages in the amount of $10,000,000, payable on a joint and several basis;

(f) an order directing a reference, or giving such directions as may be necessary, to determine issues not determined at the trial of the common issues;

(g) prejudgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1995, c. C. 43, as amended;

(h) costs of the action on a full indemnity basis or, in the alternative, on a substantial indemnity basis;

(i) the costs of notice and of administering the plan of distribution of recovery in this action, plus applicable taxes, pursuant to section 26 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6; and

(j) such further and other relief as this Honourable Court may deem just and appropriate in the circumstances.

B. OVERVIEW

2. Meta is the world's largest social networking company and second largest advertising company. It runs three of the most used social networking platforms in Canada and worldwide: Facebook, Instagram, and WhatsApp. Nearly all of Meta's revenue is generated by operating ads on Facebook and Instagram.

3. Meta is attractive to advertisers because of its reach and ability to target audiences. Meta gathers vast amounts of personal user data, which advertisers can use to show personalized ads to billions of users. Meta analyzes users' social networking data and shows them ads based on this data. Users grant Meta access to their data on the basis that Meta promises to take reasonable efforts to create a safe platform and prevent advertising that is harmful to them.

4. Instead of protecting its users, Meta allows, widely disseminates, and profits from fraudulent advertising on its platform. Meta supplies the tools and ad-delivery systems that allow fraudsters to create more persuasive Fraudulent Ads (defined below). It displays this fraudulent

advertising to individuals who are susceptible to fraud. It does not take down fraudulent advertising when concerned users report fraud. In some cases, it charges fraudulent advertisers a premium instead of removing their ads.

5. Meta depends fully on its user engagement. Yet, Meta chooses not to reasonably employ its vast resources and technology to monitor advertisers in the name of revenue growth. Meta's failure to maintain a safe social networking platform and advertising system has caused thousands of Canadians to lose significant sums of money. The Plaintiffs lost over a million dollars in the investment scams that are the subject of this action. Other Class Members have lost significant sums.

6. This action seeks compensation from Meta for its role in causing these losses.

C. THE PARTIES

(i) The Plaintiffs and Class

7. The Plaintiff, Raju Chekka ("**Raju**"), is an engineer. He resides in Toronto.

8. Raju use Instagram for personal purposes, primarily to stay in touch with friends and family.

9. The Plaintiff, Judith Mae Skene ("**Judy**") is a retired pharmacist residing in Sault Ste. Marie.

10. Judy uses Facebook for personal purposes, primarily to stay in touch with friends and family.

11. Raju and Judy seek to represent the following individuals ("**Class**" or "**Class Members**"):

> All persons in Canada who suffered a financial loss between 2023 to the present due to the loss of value of either a stock (including those listed in Schedule "A"), or a cryptocurrency-related financial product, which they invested in after responding to an advertisement on Facebook or Instagram that:

(i) falsely claimed to represent, or speak in the voice of, an established person, business or entity; or

(ii) related to, either in the body of the ad or on the landing page:

- returns within a short period of time;
- high rates of return; or
- returns that were guaranteed or risk-free

Such advertisements are hereafter referred to as "**Fraudulent Ads**".

12. As set out in detail in paragraphs 60 to 69 below, Raju and Judy each viewed a Fraudulent Ad that was delivered to them in violation of Meta's agreement with, and representations to, Class Members. The Fraudulent Ads promoted fraudulent investment schemes. Both Raju and Judy invested in the schemes and lost their life savings..

(ii) Defendants

Meta Platforms, Inc.

13. Meta Platforms, Inc. is a publicly traded company. It is incorporated under the laws of Delaware, with its headquarters in Menlo Park, California. Meta Platforms, Inc. was formerly known as Facebook, Inc. and is the parent company in Meta's corporate group.

14. Meta Platforms, Inc., through its subsidiaries, operates and monetizes the Meta family of products, including Facebook, Instagram, Messenger, and WhatsApp. Through those products, Meta sells advertising placements to marketers and generates substantial advertising revenue.

15. Meta Platforms, Inc. controlled or was responsible for the advertising systems through which the Fraudulent Ads were delivered to the Class. Meta Platforms, Inc. is liable for its role in operating and profiting from those systems in Canada.

16. The Meta Terms of Service and Meta Standards (defined below) constitute agreements between the users of Facebook, Instagram and WhatsApp, on the one hand, and Meta Platforms, Inc. on the other. Meta Platforms, Inc. is liable for its breach of those agreements.

Instagram LLC

17. Instagram, LLC is a limited liability company incorporated under the laws of Delaware and associated with the Instagram platform. Instagram is one of Meta's principal platforms and one of the platforms on which Meta sells advertising placements.

18. Instagram, LLC operated or was responsible for the Instagram platform, including the advertising systems through which ads were delivered to Instagram users in Canada.

19. Instagram, LLC is liable for its role in the dissemination and monetization of Fraudulent Ads on Instagram.

Facebook Holdings LLC

20. Facebook Holdings, LLC is a limited liability company incorporated under the laws of Delaware and part of the Meta corporate group. Facebook Holdings, LLC is a holding entity within Meta's corporate structure.

21. Facebook Holdings, LLC held or controlled assets, subsidiaries, rights, revenues, or business lines connected to Meta platforms.

22. Facebook Holdings, LLC is liable to the extent it held, controlled, or benefited from assets or operations connected to Meta's advertising business in Canada.

Facebook Operations LLC

23. Facebook Operations, LLC is a limited liability company incorporated under the laws of Delaware and part of the Meta corporate group.

24. Facebook Operations, LLC was involved in the operation of Meta's business, including Facebook and related Meta services.

25. Facebook Operations, LLC is liable to the extent it operated or supported the platform and advertising systems through which the Fraudulent Ads were served, monetized, reported, or inadequately removed in Canada.

Facebook Canada Ltd.

26. Facebook Canada Ltd. is a Canadian company based in Toronto, Ontario, and it is a subsidiary of Meta Platforms, Inc.

27. Facebook Canada Ltd. is Meta's Canadian corporate presence. At all material times, it carried on Meta's Canadian business, including commercial, advertising, and marketing functions in Canada.

28. Facebook Canada Ltd. is liable for its role in Meta's Canadian business and for the delivery, sale, promotion, and oversight of ads shown to Canadian users, including Class Members.

D. META'S BUSINESS IS DIGITAL ADVERTISING

29. Facebook and Instagram are Meta platforms used by millions of individuals in Canada and billions of individuals worldwide. Meta derives most of its revenue from advertising displayed on these platforms. In 2025, Meta's worldwide revenue exceeded $200 billion.

30. Meta's advertising business depends on collecting, analyzing, and applying user data and engagement information to display targeted advertising to users. Meta profits when users remain on its platforms, interact with content, and engage with ads delivered through Meta's advertising systems.

31. Meta controls the systems by which ads are created, submitted, reviewed, approved, disseminated, targeted, optimized, reported, and removed. Meta also controls the policies and standards applicable to advertisers, platform users, and other participants in its advertising ecosystem.

32. Ads appear to users on Facebook and Instagram as paid or sponsored content, seamlessly integrated in the platforms' feeds, stories, reels, search results, video surfaces, and other placements. Ads are designed to resemble ordinary platform content but are labelled as ads or sponsored posts.

33. Meta decides where, when, and to whom ads are shown through its ad-delivery systems. Meta's advertising systems allow ads to be targeted to users based on Meta's assessment of user

interests and demographics (including, for example, ethnicity or proxies for ethnicity such as language and location), the advertiser's objectives, and predicted responsiveness. Meta's ad-personalization systems can cause users who click on or interact with certain ads to be shown more ads of a similar kind.

34. Meta receives information about users' activity on certain off-platform websites and applications, including content viewed, searches conducted on those websites or applications, and purchases made. Meta can link this activity to a user's Facebook or Instagram account and use it, together with activity on its own platforms, to display highly targeted advertisements when the user accesses a Meta application.

35. Meta also provides tools – including automated and artificial intelligence-enabled tools – that assist advertisers in creating, varying, testing, and optimizing ad content. Meta's ad creation and optimization systems generate and select different versions of advertising material based on likely performance.

36. Meta can review and act on suspicious ads and advertisers both before and after ads are displayed to users. It can instantly detect features of ads that suggest abnormality, including the identity of the advertiser, user engagement, links, landing pages, account activity, and other signals relevant to fraud detection.

37. Meta can instantly detect repeated or clustered misconduct.

38. Meta uses "Badged Partners" in its digital advertising business. Badged Partners are advertising agencies or resellers listed by Meta as vetted advertising partners who can help advertisers run ads on Meta platforms. As particularized further in paragraphs 93 and following below, Meta knew or ought to have known that certain Badged Partners were acting in concert with fraudulent advertisers to evade Meta's rules and reduce the risk of suspension.

Meta created, controls, and profits from a digital advertising environment in which users are exposed to paid ads disseminated through Meta's advertising systems and appearing within Meta's trusted platform ecosystem.

E. META REPRESENTATIONS REGARDING ITS FRAUD PREVENTION EFFORTS

(i) Meta Represents and Agrees to Prohibit Fraudulent Ads and Create a Safe Platform

39. Users must agree to Facebook's Terms of Service and Instagram's Terms of Use (collectively, "**Meta's Terms of Service**") when signing up to use Facebook and Instagram. Meta's Terms of Service incorporate additional policies and standards, including Meta's Community Standards (which includes standards on Fraud, Scams, and Deceptive Practices) and Advertising Standards (collectively, "**Meta's Standards**"). Meta has modified the wording of Meta's Terms of Service and Meta's Standards over the class period, the exact changes of which are fully within Meta's knowledge; however, Meta's representations have remained consistent and are described below.

40. Meta represents that it takes steps to "promote the safety, security, and integrity of our services, combat harmful conduct and keep our community of users safe" and to "use and develop advanced technologies to provide safe and functional services for everyone." Meta represents that it employs teams around the world to develop advanced technical systems to detect potential misuse of Meta products, harmful conduct, and respond to reports of violating content. Meta further represents it would take action, including notifying the user, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. Meta also represents that it develops advanced technologies, including automated systems, to improve Meta's ability to detect and remove abusive and dangerous activity that may harm users.

41. Meta's Standards state that it removes content and ads that violate Meta's Terms of Service. Specifically, Meta's Standards state clearly that Meta does not allow, and removes content relating to, investment or financial frauds and scams. According to Meta, examples of such content are advertisements that offer investment opportunities with (a) guaranteed or risk-free returns on investments (b) an opportunity of a "get-rich-quick" nature, or (c) claims that a small investment can be turned into a large amount.

42. Meta's Standards also state that Meta regulates content that attempts to scam or defraud users by establishing a fake persona, pretending to be a famous person, or making unauthorized use of the image of a famous person.

43. Through their inclusion in Meta's Standards, Meta represents that its systems are capable of identifying and addressing deceptive or fraudulent advertising practices, including false claims, impersonation, exaggerated or risk-free returns claims, guaranteed-profit messaging, and "get-rich-quick" solicitations.

(ii) Meta Represents and Agrees to Robust Ad Review

44. Meta's Terms of Service, Meta's Standards, help pages, and other publications ("**Public-Facing Statements**") state that ads appearing on its platforms are subject to meaningful review, as described below.

45. Meta states that advertisers must follow Meta's Community Standards and its Advertising Standards. In particular, Meta's advertising policy principles include protecting people from fraud or scams, and prohibiting ads promoting products, services, schemes or offers using deceptive or misleading practices, including those meant to scam people out of money or personal information.

46. Meta's advertising review framework operates at two levels. First, ads go through a pre-publication review process, in which Meta assesses ads before they are disseminated to users. Second, under a post-publication reporting and enforcement process, users can report ads to Meta.

47. Meta also states that ads are subject to ongoing review once they are published. A user who identifies an advertisement as suspicious can report it as such to Meta.

48. Meta claims that its technologies detect and remove the majority of violating content before it is ever reported. If identification is more difficult, Meta claims that it moves the content on to human review, undertaken by teams of humans. Feedback from human reviewers is allegedly used to further train Meta's fraud detection technology. Meta represents that it has an automated and manual review system that assesses ad text, images, video, targeting information, links, landing pages, user accounts, advertiser accounts, and other relevant signals.

49. Meta's Public-Facing Statements, described above, convey that, Meta removes ads that violate Meta's Standards. Meta also represents that reports made by users are meaningful and are acted upon where ads violate Meta's Standards.

(iii) Meta Represents and Agrees to Police Advertisers

50. Meta represents that it takes action against fraudulent or deceptive advertising by removing or restricting access to certain features and by disabling accounts. Meta's Standards state that Meta detects and addresses accounts that misrepresent the identity of the account holder, including accounts falsely claiming to represent an established person, business, or entity.

51. "Meta Verified" status is a paid verification product for Facebook and Instagram accounts that distinguishes an account with a blue checkmark. Meta Verified is presented by Meta as a way to communicate authenticity, build trust, and provide account protection.

52. Meta's blue checkmarks and Meta Verified status give users increased confidence in accounts displaying content or ads. These give users the impression that Meta Verified accounts have been subject to verification processes sufficient to reduce impersonation and fraud; however, Meta does not verify the identity of the account holder before granting an account Meta Verified status.

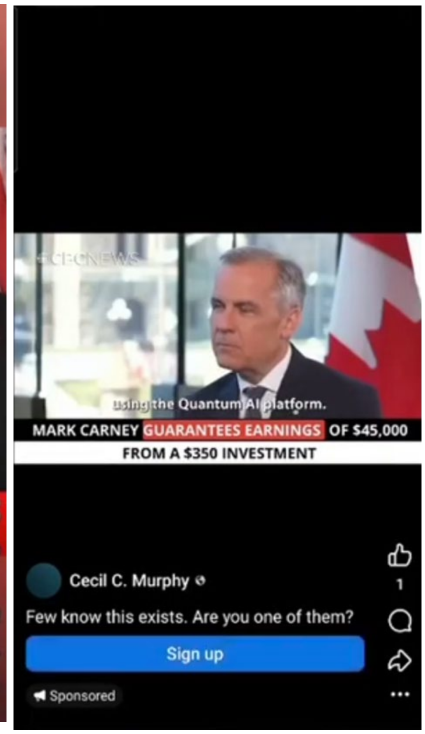
53. Meta's representations are material to users because they relate directly to the safety of Meta's platforms and advertising environment. In accordance with Meta's Terms of Service and Meta's Standards, upon which users rely, users are led to trust that ads appearing on Meta's platforms have been subjected to meaningful review and that Fraudulent Ads and the accounts responsible for them will not be permitted to remain online''.

54. The representations in Meta's Public-Facing Statements, including each of the representations pleaded above, were made public during the class period.

F. SCAMMERS EXPLOIT WEAKNESSES IN META'S PLATFORMS

55. Against this backdrop, Facebook and Instagram disseminated and promoted Fraudulent Ads disguised as legitimate investment opportunities endorsed by well-known individuals. These Fraudulent Ads present themselves as exclusive investment clubs, trading programs, financial

education groups, or cryptocurrency investment opportunities. They often traffic on the credibility of trusted people or institutions, including well-known investors, public figures, media personalities, or established financial firms. Sometimes, scammers purchase "Meta Verified" status to boost their credibility. Examples of Fraudulent Ads are provided below:



56. The Fraudulent Ads often move users from a public Meta platform into a private environment. Users who click the ads are sometimes added to, or invited to join, a WhatsApp group, also within the Meta ecosystem. The group is framed as a private investment community where members can receive timely recommendations and access opportunities not available to the general public. Other users have phone conversations with scammers. At this stage, scammers present themselves as investment professionals, platform representatives, or experienced traders.

57. The scammers cultivate trust over time by presenting the group as an active and successful investment community. They provide investment commentary, send friendly messages, and may use fake participant accounts to create the appearance of legitimacy by praising the recommendations and reporting supposed profits.

58. Once trust is built, the scammers pressure victims to buy securities, purchase cryptocurrency, or transfer funds into accounts they control. In stock schemes, the scammers may sell secretly held securities into victim-driven demand before the price collapses. In cryptocurrency schemes, victims may be shown false profits on fake trading platforms before their funds are misappropriated. The result is a multi-stage fraud scheme in which a victim is recruited through Facebook or Instagram, moved into private contact, pressured to invest, and ultimately suffers loss when the promised opportunity proves fraudulent.

59. The common aspect of these scams is that they recruit victims through Fraudulent Ads on Meta platforms.

G. META'S ADVERTISING SYSTEM FACILITATES FRAUD AGAINST THE PLAINTIFFS

(i) Raju Chekka

60. On or around April 15, 2025, Raju encountered a Fraudulent Ad on Instagram purportedly featuring Wealthsimple's CEO, Michael Katchen.

61. Raju clicked on the Fraudulent Ad and was asked questions about his investment profile before being redirected to a WhatsApp chat. There, an individual identifying herself as Maggie Norris offered him personalized investment guidance and claimed to be the Senior Investment Assistant to James Harlow, a Senior Vice President at Novare Capital Management.

62. The fraudsters impersonating Norris and Harlow worked to establish Raju's trust and assured him that they would work with him over time. After an initial investment appeared to produce significant returns, they added Raju to a WhatsApp group called "C2-120 Stock Insights," where members were encouraged to purchase shares of Ostin Technologies Limited ("**OST**") at specified price points. The scammers pressured victims to buy quickly, to make additional purchases at higher prices, and to liquidate other investments or borrow funds to increase their OST positions.

63. Raju ultimately invested US $399,206.61 (equivalent to over $550,000) in OST. As victims across several WhatsApp groups purchased OST shares, OST's price rose from $0.80 per share on

April 14, 2025, to a peak of $9.40 per share on June 26, 2025, for no legitimate business reason. Unknown to the public, co-conspirators had received tens of millions of OST shares and were selling those shares into the victim-driven demand at price points supplied by the scammers. On June 26, 2025, the co-conspirators dumped nearly 2 million OST shares, causing OST's share price to lose 94% of its value in a single day and leading Raju to lose almost the entire amount he invested.

(ii) Judy Skene

64. In July 2025, Judy clicked on a Fraudulent Ad on Facebook purportedly featuring Prime Minister Mark Carney promoting a cryptocurrency investment platform. The ad stated that only a $350 investment was required and it would be backed by the Bank of Canada.

65. After clicking the ad and providing her information, Judy was immediately contacted by an individual ostensibly called Jamie Manslie ("**Jamie**"), who held himself out to be a Senior Account Manager in the Trading Department of Quil Capital and convinced Judy to invest her money with Quil Capital.

66. After initial investments appeared to produce significant returns, Judy purportedly entered into an Asset Management Agreement with Quil Capital. Her money was transferred to scammers via cryptocurrency exchanges including Crypto.com, Newton Crypto Ltd., and Kraken.

67. Judy was persuaded by Jamie that if she continued investing, she would receive dividends of $40,000 CAD per month for the rest of her life starting in December 2025. Given the representation in the Fraudulent Ad that her investments were backed by the Bank of Canada and endorsed by Mark Carney, she believed these investments to be secure.

68. The dividends never materialized. By around January 2026, Judy had invested the $650,000 in her Registered Retirement Income Fund ("**RRIF**"), had taken out a mortgage on her home for almost $300,000, and made a $35,000 cash advance on her credit card.

69. Judy is devastated. She not only lost her life savings, but has incurred significant debt including the mortgage, her credit card advance, and the tax liability created by withdrawing her RRIF. She had dreamed of continuing to travel throughout her retirement and leaving her

investments to charity after she passed away. She is now left to figure out how to cover her basic expenses and the debt based off her pension as a sole source of income. Because she was persuaded to cash withdraw her RRIF, Judy is no longer entitled to Old Age Security or access to the Canadian Dental Care Plan.

H. META FAILS TO PROTECT ITS USERS

(i) Meta Knows That its Platforms are Used to Promote Fraudulent Ads

70. Meta knows that users were being defrauded through Fraudulent Ads on its platforms. Meta knows that the Fraudulent Ads cause users to experience debilitating financial loss and related harm.

71. Meta knows how Fraudulent Ads are being carried out on its platforms, and that scammers use ads on Facebook and Instagram to promote supposed investment opportunities, often by impersonating trusted persons, public figures, or financial institutions, and by promising unrealistic financial returns.

72. Meta also knows that the Fraudulent Ads are the essential gateway to recruit victims into fraudulent schemes. Users who click on the ads are often directed into private communications, including WhatsApp groups (also within the Meta ecosystem), where scammers pose as investment professionals, build trust over time, and pressure victims to transfer funds, purchase securities, or deposit money into fraudulent investment arrangements.

73. Meta further knows that scammers exploit weaknesses, gaps and safe harbours in its advertising ecosystem. This included the use of compromised or verified-looking accounts to create trust, the use of intermediaries and protected advertising accounts to evade enforcement, and the use of Meta's ad-delivery systems to reach users likely to respond to investment-related advertising.

74. Meta knows that users are reporting Fraudulent Ads through Meta's reporting channels. It receives those reports but fails to act on them adequately or at all.

75. Meta knows or ought to know that some advertisers and intermediaries who are Badged Partners market their ability to evade Meta's rules, obtain protected advertising access, or reduce the risk of suspension.

76. Meta knows or ought to know that certain advertising partners, resellers, intermediaries, accounts and geographic locations where the advertisers reside are associated with elevated levels of fraud and other prohibited advertising.

77. Meta is failing to take reasonable action and is turning a blind eye to the above in order to reap enormous profits from the Fraudulent Ads.

(ii) Meta Failed to Implement or Enforce Reasonable Anti-Fraud Systems

78. Despite that knowledge, Meta is failing to take adequate steps to restrict or remove Fraudulent Ads from its platforms.

79. Meta is failing to implement or enforce reasonable review and enforcement systems for Fraudulent Ads. Among other things, Meta is failing to:

(a) apply adequate advertiser-verification and know-your-client controls;

(b) require enhanced authorization for high-risk financial, investment, trading, and cryptocurrency ads;

(c) detect or, alternatively, to act on, fraud patterns using account, device, payment, domain, page, messaging, behavioural, location and other shared signals in its advertising ecosystem;

(d) use cross-product detection to identify or, alternatively, to act on scam funnels moving users from Facebook or Instagram into WhatsApp groups, fake trading platforms, or other private channels, all while knowing that funnelling users into such private groups and platforms would be highly unusual for known and credible celebrities or other spokespersons of credible entities;

(e) identify and/or take action before publication against Fraudulent Ads despite those ads exhibiting known badges of fraud such as (a) guaranteed or risk-free returns on investments, (b) an opportunity of a "get-rich-quick" nature, or (c) claims that a small investment can be turned into a large amount;

(f) act effectively on user reports of Fraudulent Ads after publication;

(g) address compromised accounts, impersonating accounts, and misuse of Meta Verified status;

(h) supervise Badged Partners and other advertising intermediaries to prevent their aiding and abetting fraudsters promoting such Fraudulent Ads;

(i) limit ad personalization that repeatedly exposes users who engage with Fraudulent Ads to more similar ads;

(j) prohibit repeat offenders, high-spending advertisers, and protected accounts to continue advertising despite warning signs;

(k) restrict or remove suspicious advertisers unless its systems reached an unreasonably high confidence threshold that fraud was occurring;

(l) pause or restrict categories of advertising it could not effectively police;

(m) remove suspicious advertisers and instead monetizing them; and

(n) comply with Meta's obligations under Meta's Terms of Service and Meta's Standards.

80. Meta has the information, technical capacity, and resources necessary to materially reduce Fraudulent Ads on its platforms. Meta's own systems could identify advertisers and ads as suspicious or higher-risk, and Meta knew that stronger anti-fraud measures are available and effective, including because Meta already uses enhanced authorization requirements for other categories of immoral or illegal advertising;

81. Despite having the technical means to do so, Meta refuses to remove Fraudulent Ads. Instead, Meta delivers the Fraudulent Ads to users through its personalized ad system and generates revenue from them. If Meta were to implement controls available to it and promised by it, or, alternatively, if Meta were to take reasonable and necessary steps within its powers and means to develop such controls, these Fraudulent Ads would not be delivered to users, and users would be protected from them.

82. Meta deliberately or, alternatively, negligently fails to sustain or fully implement effective anti-fraud measures where those measures threatened advertising revenue. In doing so, Meta prioritizes advertising revenue over user protection.

(iii) Meta's Revenue-Based Approach to Scam Ads

83. Meta treats suspected fraudulent advertising as a source of revenue rather than as a user-safety problem. It charges certain suspected fraudsters higher advertising rates or "penalty bids" instead of removing them. Meta thereby profits more from advertisers it suspects or knows are likely engaged in fraud.

84. Further, Meta chooses not to adopt reasonable anti-fraud measures where doing so would reduce advertising revenue.

(iv) Meta's Failure Despite Repeated Warnings

85. Meta has failed to act despite repeated warnings. Meta knows its platforms were involved in widespread scam activity. Regulators, law enforcement, users, victims, and public reports have identified serious deficiencies in Meta's response to Fraudulent Ads. Furthermore, Meta knows that ads emanating from certain geographic regions, such as China, represent a disproportionate percentage of Fraudulent Ads.

86. Meta also knows that user reports of fraud were being ignored, rejected, delayed, or otherwise mishandled. Its failures are systemic and reflect deficiencies in Meta's ad review, advertiser verification, partner oversight, account verification, reporting systems, enforcement thresholds, anti-fraud systems, and revenue incentives.

87. Meta maintains unreasonably high enforcement thresholds that allow suspected fraudsters to continue reaching users the fraudsters' conduct is so notorious as to trigger Meta's high standard for enforcement.

88. By allowing Fraudulent Ads to remain online and recur despite user reports, internal warnings, and known systemic risks, Meta exposes Class Members to a foreseeable and unreasonable risk of loss.

(v) Meta Assists Fraudsters

89. Meta provides the advertising tools, partner channels, delivery systems and algorithms that allow fraudsters to make Fraudulent Ads more persuasive and to reach users more likely to respond.

90. Meta's AI-backed advertising tools enable fraudulent advertisers to generate or alter ad text, images, formats, and calls to action. Those tools materially shape the content and appearance of ads, including Fraudulent Ads.

91. Meta's ad-delivery systems use personal data to target Fraudulent Ads to users based on Meta's assessment of their interests, the user's ethnicity or proxies for ethnicity such as language and location, and likely responsiveness. Fraudsters are thereby able to reach users whom Meta's systems identified as receptive to investment-related advertising and vulnerable to fraud.

92. Meta's systems also cause users who view or click on Fraudulent Ads to receive more similar ads. Meta's advertising model therefore increases, rather than minimizes, repeated exposure to fraudulent investment ads.

(vi) Badged Partners and Meta Verified

93. Meta represented, expressly or impliedly, that entities identified as "Badged Partners" or otherwise promoted by Meta were trustworthy or subject to meaningful oversight. In reality, some such partners or associated resellers are able to help advertisers evade Meta's enforcement systems.

94. Meta was negligent in designing and operating its verification system, Meta Verified.

95. Meta Verified status conveys authenticity and trust but fails to ensure that verified accounts are authentic or cannot be used to publish Fraudulent Ads. Meta knows or ought to know that scammers could use verified status to make Fraudulent Ads appear legitimate.

96. By permitting compromised or impersonating accounts to obtain or retain verified status, Meta increases the credibility of Fraudulent Ads and exposes users to a risk of loss.

97. Meta fails to act on reports that verified accounts have been compromised or are being used to impersonate real people. Meta thereby allows scammers to exploit a trust signal created by Meta to increase user confidence in account authenticity.

I. CAUSES OF ACTION

(i) Breach of Contract

98. Each Class Member entered into an agreement with Meta for the use of Meta's platforms and services. The terms of this agreement included Meta's Terms of Service and incorporated policies, such as Meta's Standards.

99. In return for Meta's use of Class Member data, Class Members were able to use Meta's platforms and received certain agreements and commitments from Meta about the safety and integrity of the platforms, including the advertising systems on those platforms.

100. Meta agreed to remove content and ads that violated Meta's Terms of Service and Meta's Standards. This included an agreement not to allow Fraudulent Ads on its platforms.

101. Meta is in breach of its agreements with Class Members by:

(a) helping fraudsters create Fraudulent Ads, identify receptive users, direct those users into private communications, and by allowing suspicious advertisers to continue reaching users;

(b) permitting Fraudulent Ads to be disseminated on its platforms;

(c) permitting ads that violated Meta's own rules and standards to remain on its platforms;

(d) failing to use and develop advanced technologies to provide safe and functional services for Class Members;

(e) failing to maintain the safety, security, and integrity of its services, combat harmful conduct and keep Class Members safe; and

(f) failing to act on reports of fraudulent activity.

102. As a result of Meta's breaches of contract, Class Members have suffered, and continue to suffer, harm.

(ii) Negligent Performance of a Service

103. Meta owes Class Members a duty of care.

104. It was reasonably foreseeable that, if Meta failed to take reasonable care in designing and operating its advertising systems and anti-fraud processes, users on its platforms would be exposed to Fraudulent Ads and suffer harm. Meta knows that Class Members would face this type of harm because it was enumerated in Meta's Standards, and because Class Members, through reporting Fraudulent Ads to Meta, made Meta aware of these harms.

105. A relationship of proximity exists between Meta and Class Members, including because:

(a) Meta operates and controls the platforms on which Class Members are exposed to Fraudulent Ads;

(b) Meta undertakes responsibility for the review and removal of Fraudulent Ads on its platforms;

(c) Meta represents that it would protect Class Members from deceptive and fraudulent conduct on its platforms;

(d) Meta invites Class Members to trust in the safety and integrity of its advertising environment;

(e) Meta possesses information, technical capacity, and control unavailable to Class Members;

(f) Meta knows or ought to know that users could not independently evaluate the integrity of Meta's advertising systems; and

(g) Meta knows that Class Members are vulnerable to Fraudulent Ads appearing within Meta's trusted platform environment.

106. Meta is required to exercise reasonable care in the design, operation, and monitoring of its advertising systems so that the presence of Fraudulent Ads would be materially reduced. This included its "Meta Verified" status, account security systems, advertising review and reporting systems, "Badged Partner" status, and general anti-fraud processes.

107. Meta has failed to exercise care by, among other things:

(a) providing scammers with tools that could be used to create, optimize, target, and disseminate Fraudulent Ads;

(b) failing to adequately verify advertisers;

(c) failing to detect suspicious advertiser accounts and repeated scam behaviour;

(d) failing to detect or respond to reports of compromised or impersonating accounts, including those used to disseminate Fraudulent Ads;

(e) failing to detect misuse of Meta Verified accounts;

(f) failing to supervise advertising intermediaries it called "Badged Partners";

(g) permitting advertisers associated with repeated misconduct to remain active;

(h) permitting suspicious advertisers to continue advertising unless Meta's systems reached an unreasonably high confidence threshold;

(i) charging suspected fraudulent advertisers higher rates rather instead of removing them;

(j) permitting users who interacted with Fraudulent Ads to be shown more Fraudulent Ads;

(k) failing to identify and remove Fraudulent Ads before publication;

(l) failing to respond reasonably to reports of Fraudulent Ads after publication;

(m) failing to adopt reasonable anti-fraud measures that were proportionate to the risk faced by Class Members; and

(n) prioritizing advertising revenue over user safety.

108. Meta's negligence has caused or materially contributed to the harm suffered by Class Members. But for Meta's failures, scammers would not have accessed a vast global pool of victims, including the Class Members, to perpetrate their scams.

109. The harm suffered by Class Members, set out in more detail below, was the foreseeable consequence of Meta's negligent performance of the services it committed to provide to Class Members.

(iii) Negligent Misrepresentation

110. Meta owes Class Members a common law duty of care in making representations concerning the safety of its platforms.

111. In its Public-Facing Statements, Meta makes express and implied representations that:

(a) it would protect users from being deceived out of their money, property, or personal information;

(b) it would remove deceptive and fraudulent conduct on its platforms;

(c) it would not allow Fraudulent Ads;

(d) it would provide meaningful review of ads;

(e) it would provide meaningful reporting and enforcement systems; and

(f) Meta Verified accounts were trustworthy.

112. Those representations are untrue or misleading.

113. Meta has failed to exercise reasonable care in making these representations, as particularized above.

114. Class Members have reasonably relied on Meta's representations concerning the safety and integrity of Meta's advertising environment. Class Members have suffered loss and harm, as outlined below, as a result of their reliance on Meta's misrepresentations.

(iv) Breach of Consumer Protection Legislation

115. Class Members use Meta platforms for personal use. Meta's representations, particularized in paragraphs 39 to 54 above, were made before or during the time in which Class Members have entered into their agreement with Meta, including the Meta's Terms of Service and the Meta's Standards.

116. Class Members rely on sections 14, 15, 17, and 18 of the *Ontario Consumer Protection Act*, and comparable provisions in the *Equivalent Consumer Protection Legislation* (defined below).

117. Meta has engaged in unfair practices by making false, misleading, deceptive, and unconscionable representations to users about the safety and integrity of its platforms.

118. Meta represents that its services included meaningful anti-fraud protections and that its user-protection systems protected users from Fraudulent Ads. In truth, Meta's systems are inadequate to protect users from fraudulent advertising.

119. Meta further represents that certain accounts, advertisers, and advertising partners have a status or trustworthiness they do not have.

120. Meta omits or obscures material facts about the prevalence of scam ads including Fraudulent Ads on its platforms, the limits of its enforcement systems, and its financial interest in fraudulent or suspicious advertising.

121. Further, Meta's representations are unconscionable. Meta knows that users cannot reasonably protect their interests because Meta's internal advertising systems and fraud-enforcement practices are not visible to them.

122. Meta also knows that users are likely to rely on its representations about platform safety and advertising integrity to their detriment.

123. In the circumstances, Meta's representations create a consumer transaction that is excessively one-sided. Meta retains the benefit of advertising revenue while users bear the undisclosed risk of exposure to Fraudulent Ads.

124. The representations pleaded above are material and have misled Class Members about the safety and trustworthiness of Meta's platforms.

125. Because of Meta's unfair practices, Class Members are entitled to damages in lieu of rescission.

(v) Breach of the *Competition Act*

126. Contrary to s. 52(1), 52 (1.2), 52.01 and 53 of the *Competition Act*, Meta has made or has allowed to be made representations to the public, particularized in paragraphs 39 to 54 above, that are false or misleading in a material respect. These representations are made or are allowed to be made for the purpose of promoting directly or indirectly the use of its platforms and for the development of its revenue-generating advertising systems.

127. Further, Meta permits false or misleading representations to be made or sent on its platforms by permitting Fraudulent Ads to be disseminated to the public through Meta's advertising systems.

128. The Fraudulent Ads themselves are false or misleading representations, including because they promote deceptive investment claims, unauthorized trading platforms, false endorsements from public figures or institutions, and unrealistic returns. Meta is liable for making or allowing to be made such representations on its platforms.

129. The general impression conveyed by Meta's representations, by Meta's platform environment, by verification signals, and by the presence of paid ads within Meta's platform ecosystem was materially false or misleading.

130. But for Meta's misrepresentations, Class Members 'would not have suffered the harm enumerated below.

131. The Plaintiffs claim, on theirs own behalf and on behalf of other Class Members, damages and full costs under s. 36(1) of the *Competition Act*, as a result of the breach of s. 52(1), 52 (1.2), 52.01 and 53 of the *Competition Act*.

(vi) Unjust Enrichment

132. Meta has improperly obtained and continues to receive advertising revenue and related financial benefits from the Fraudulent Ads and from the Class Members' continued engagement with their products (including the continued aggregation of valuable user data that drives their advertising revenue). No form of consideration has been paid to the Class Members. As a result, the Class Members have been deprived of, among other things, their safe use of the Meta platforms and massive financial losses attributable to the Fraudulent Ads. This deprivation is ongoing.

133. Meta has been, and continues to be, enriched by fraudulent advertisers at the expense of the Class Members. The Class Members have been correspondingly deprived by those same advertisers. There is no juristic reason for Meta's enrichment at the expense of the Class Members. Meta is accordingly liable for unjust enrichment.

J. DISCOVERABILITY AND FRAUDULENT CONCEALMENT

134. The material facts giving rise to the causes of action asserted in this claim were not fully known and could not reasonably have been discovered by Class Members until knowledge of Meta's internal failures became public in late 2025.

135. Meta's systems, internal decision-making, enforcement thresholds, advertiser-vetting practices, revenue considerations, and anti-fraud failures were opaque to users.

136. Meta concealed, in whole or in part, the true nature and extent of its knowledge, failures, and conduct relating to Fraudulent Ads on its platforms.

137. Meta's public representations concerning safety and integrity of its advertising systems concealed the true nature and extent of Meta's knowledge, failures, and conduct.

K. HARM, DAMAGES AND DISGORGEMENT

138. As a result of Meta's wrongful conduct, Class Members have suffered loss and harm.

139. The losses suffered by Class Members include:

(a) monies transferred, invested, or otherwise lost as a result of Fraudulent Ads disseminated through Meta's platforms;

(b) monies lost through fake trading platforms, fake investment accounts, fraudulent cryptocurrency schemes, fraudulent stock schemes, fraudulent e-commerce schemes, or other scam mechanisms connected to ads disseminated through Meta's platforms;

(c) consequential economic losses flowing directly from Class Members' payments and investments enumerated in subparagraphs 139 (a) and (b);

(d) costs incurred in attempting to recover lost funds;

(e) costs incurred in responding to fraud, identity misuse, account compromise, or related consequences; and

(f) such further and other damages as may be proven.

140. The losses being suffered by Class Members are caused or materially contributed to by Meta's breaches of contract, negligence, and misrepresentations.

141. The Plaintiffs and Class Members claim compensatory damages in an amount to be determined at trial.

142. In the alternative, Meta wrongfully profits from the dissemination of Fraudulent Ads and from user engagement generated within the advertising environment controlled by Meta.

143. Meta receives advertising revenues and related financial benefits from:

(a) publication, targeting, optimization, and recurrence of Fraudulent Ads on its platforms;

(b) ads that Meta knew, suspected, or ought to have known were fraudulent, deceptive, or prohibited;

(c) suspicious advertisers by charging higher rates, penalty bids, commissions, fees, or other amounts associated with ads that Meta suspected were fraudulent or non-compliant;

(d) Meta Verified subscriptions, or other paid trust signals used in connection with Fraudulent Ads, impersonation, or scam activity; and

(e) advertising agencies, resellers, partner accounts, and intermediaries that disseminated or facilitated the dissemination of Fraudulent Ads.

144. Class Members are entitled to the disgorgement of Meta's wrongful gains obtained through the conduct particularized in this claim.

145. Class Members have a legitimate interest in preventing Meta from earning revenue from fraudulent advertising disseminated through its platforms and from the monetization of user data, user engagement, user trust, verification signals, and advertising systems in a manner that exposes users to fraud.

146. Compensatory damages alone may be inadequate to vindicate Class Members' rights and to prevent Meta from retaining profits obtained through the wrongful conduct pleaded in this claim.

147. The losses and damages suffered by Class Members are capable, in whole or in part, of assessment on an aggregate basis.

148. The Class Members further claim pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act* and equivalent legislation, as applicable.

149. Meta's knowing and willful conduct in the unlawful acts described above is malicious, oppressive, highhanded, and offends decency, and should be sanctioned through an award of punitive and exemplary damages. Investigations have shown that Meta has known of the Fraudulent Ads yet has chosen not to take the necessary action to prevent the Class Members' exposure, and losses attributable, to these Fraudulent Ads. Rather, Meta prioritized and continues to prioritize its bottom-line and enormous advertising revenue at the expense of Class Members. For example:

(a) Meta has actively solicited and assisted deceptive advertisers;

(b) Meta has affirmatively directed employees tasked with monitoring advertisements to ignore certain problematic ads as looked as Meta gets paid and ignore certain violations of Meta's Terms of Use and Meta's Standards;

(c) Meta lulls users into a false sense of safety with its numerous standards, policies, and touting of advanced fraud detection technology, falsely promising a safe platform in exchange for user data;

(d) Meta only bans advertisers when its automated systems are at least 95% certain that an advertiser is committing fraud. When the certainty is lower but still significant, the company instead raises ad prices as a deterrent rather than removing the ads. As a result, Meta continues to display billions of high-risk scam ads per day, generating billions in annual revenue from this category alone;

(e) Meta ignores the overwhelming majority of user reports related to fraud; and

(f) Meta has deployed messaging and other strategies to minimize regulator scrutiny and present its enforcement efforts more positively than internal assessments supported.

150. Taken together, Meta's actions portray a company that knowingly tolerates large-scale scam activity, balancing enforcement not against user safety but against revenue thresholds and calculated regulatory risk.

L. REAL AND SUBSTANTIAL CONNECTION WITH ONTARIO

151. This action has a real and substantial connection with Ontario because, among other things:

(a) Meta carries on business in Ontario;

(b) the torts were committed in Ontario;

(c) the Plaintiffs and Class Members entered into contracts in Ontario; and

(d) certain defendants' head offices are in Ontario.

M. SERVICE OF FOREIGN DEFENDANTS

152. Pursuant to r. 17.04(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the Plaintiffs plead and rely upon clauses 17.02(f), (g) and (p) in support of service of this Statement of Claim upon the Meta Platforms Inc., Facebook Holdings LLC, Facebook Operations LLC, And Instagram LLC outside of Ontario without a court order.

M. STATUTES RELIED UPON

153. The Plaintiffs rely upon the following statutes, as amended:

(a) *Class Proceedings Act, 1992*, SO 1992, c 6, s. 26;

(b) *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 127-131;

(c) *Competition Act*, R.S.C., 1985, c. C-34, s. 52(1), 52 (1.2), 52.01 and 53;

(d) *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, ss. 14, 15, 17, and 18;

(e) "**Equivalent Consumer Protection Legislation**", meaning:

(i) *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2, s. 4-10, 171-172;

(ii) *Consumer Protection Act*, R.S.A. 2000, c. C-26.3, ss. 6-9, 13;

(iii) *Consumer Protection Act*, C.Q.L.R., c. P-40.1, ss. 8, 215-222, 253, 272;

(iv) *The Consumer Protection and Business Act*, S.S. 2013, c. C-30.2, ss. 6-9, 91, 93, 105;

(v) *The Business Practices Act*, C.C.S.M c. B120, ss. 2-9, 23;

(vi) *Consumer Protection Act*, C.C.S.M. c. C200;

(vii) *Consumer Protection and Business Practices Act*, S.N.L, 2009, c. C-31.1, ss. 7-10;

(viii) *Business Practices Act*, R.S.P.E.I. 1988, c. B-7, ss. 2-4;

(ix) *Consumer Protection Act*, R.S.P.E.I. 1988, c. C-19.

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KOSKIE MINSKY LLP
900-20 Queen Street West
Toronto, ON M5H 3R3

Celeste Poltak LSO#: 46207A
Tel: 416-595-2701/ Fax: 416-204-2909
cpoltak@kmlaw.ca
Aryan Ziaie LSO#: 70510Q
Tel: 416-595-2702 / Fax: 416-977-3316
aziaie@kmlaw.ca
Pujan Modi LSO#:80694S
Tel: 416-595-2132 / F: 416-204-2878
pmodi@kmlaw.ca

SOTOS LLP
55 University Ave #600
Toronto, ON M5J 2H7

David Sterns LSO #: 36274J
Tel: 416-977-5229
dsterns@sotos.ca
Idan Erez LSO#: 57090M
Tel: 416-572-7314
ierez@sotos.ca
Veronica Tsou LSO#: 67631O
Tel: 416-572-7312
vtsou@sotos.ca

Lawyers for the Plaintiffs

Schedule “A”

Ticker	Company
CIGL	Concorde International Group Ltd
CLIK	Click Holdings Limited
CLEU	China Liberal Education Holdings Limited
DOGZ	Dogness (International) Corporation
EDHL	Everbright Digital Holding Limited
EJH	E-Home Household Service Holdings Limited
ELPW	Elong Power Holding Limited
ENGS	Energys Group Limited
EPWK	EPWK Holdings Ltd.
FTRK	FAST TRACK GROUP
IOTR	iOThree Limited
JAGL	JAAG Enterprises Ltd.
JYD	Jayud Global Logistics Limited
JZXN	Jiuzi Holdings, Inc.
LXEH	Lixiang Education Holding Co., Ltd.
LZMH	LZ Technology Holdings Limited
MSW	Ming Shing Group Holdings Limited
OST	Ostin Technology Group Co., Ltd.
PCLA	PicoCELA Inc.
PHH	Park Ha Biological Technology Co., Ltd.

PTNM	Pitanium Limited
PTHL	Pheton Holdings Ltd. (now iTonic Holdings Ltd.)
RGC	Regencell Bioscience Holdings Limited
RYDE	Ryde Group Ltd.
RYET	Ruanyun Edai Technology Inc.
SDM	Smart Digital Group Limited
SKBL	Skyline Builders Group Holding Limited
SPHL	Springview Holdings Ltd
TMDE	TMD Energy Limited
UBXG	U-BX Technology Ltd.
WAI	Top KingWin Ltd
WYHG	Wing Yip Food Holdings Group Limited

Raju Chekka et. al.
Plaintiffs

and

Meta Platforms Inc. et al.
Defendants

Court File No.: »

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

KOSKIE MINSKY LLP
900-20 Queen Street West
Toronto, ON M5H 3R3

Celeste Poltak LSO#: 46207A
Tel: 416-595-2701/ Fax: 416-204-2909
cpoltak@kmlaw.ca

Aryan Ziaie LSO#: 70510Q
Tel: 416-595-2702 / Fax: 416-977-3316
aziaie@kmlaw.ca
Pujan Modi LSO#:80694S
Tel: 416-595-2132 / F: 416-204-2878
pmodi@kmlaw.ca

SOTOS LLP
55 University Ave #600
Toronto, ON M5J 2H7

David Sterns LSO #: 36274J
Tel: 416-977-5229
dsterns@sotos.ca

Idan Erez LSO#: 57090M
Tel: 416-572-7314
ierez@sotos.ca

Veronica Tsou LSO#: 67631O
Tel: 416-572-7312
vtsou@sotos.ca

Lawyers for the Plaintiffs