Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

METUS LYKOS DEBT LAW

Plaintiff

- and -

MICROSOFT CANADA INC. and MICROSOFT CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. 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 Plaintiff does not have a lawyer, serve it on the Plaintiff, 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 WILL 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: November 16, 2026

Issued by: _____
Courthouse:
Superior Court of Justice
50 Eagle St W, Newmarket, ON L3Y 6B1

TO: MICROSOFT CANADA INC.
4400-81 Bay St
Toronto, ON
M5J 0E7

AND TO: MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
United States

CLAIM

1. The Plaintiff, Metus Lykos Debt Law ("**Metus Lykos**" or the "**Plaintiff**"), claims on its own behalf and on behalf of the Class, as defined below, against the Defendants:

   (a) an order certifying this action as a class proceeding, and appointing the Plaintiff as the representative plaintiff for the Class and Diamond & Diamond Lawyers LLP as Class Counsel;

   (b) a declaration that the Defendants:

      (i) engaged in unfair practices contrary to section 17(1) of the *Consumer Protection Act, 2002* (**"CPA"**); and

      (ii) owed the Plaintiff and the Class a duty of care in the design, development, operation, maintenance, and supply of the Affected Services (as defined below) and the associated infrastructure and software, and breached that duty of care.

   (c) aggregate damages for:

      (i) breach of s. 17(1) of the *CPA* in accordance with s. 18 and/or rescission under s. 18;

      (ii) negligence;

      (iii) breach of contract; and

   (d) punitive and aggravated damages;

   (e) a reference or such other directions as may be necessary to determine issues not determined at the trial of the common issues;

   (f) an order waiving any notice requirements pursuant to s. 18(15) of the *CPA*;

   (g) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(h) the costs of notice and administering the plan for distributing recovery in this action;

(i) the costs of this action on a full indemnity basis, inclusive of all disbursements and HST; and

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

OVERVIEW

2. On November 12, 2026, a widespread outage disrupted Microsoft Outlook, Microsoft Teams, Microsoft OneDrive, Microsoft Copilot and other essential services within the Microsoft 365 suite of productivity software (collectively, the "**Affected Services**"), rendering them unavailable to users across Canada and worldwide for a substantial period (the "**Outage**").

3. The Defendants design, develop, operate, market, and supply the Affected Services. These services are among the most widely used business communication and productivity tools in the world. Hundreds of millions of individuals and businesses rely on them to send emails and messages, schedule and hold meetings, make calls, store data, and collaborate.

4. The Affected Services are essential to the daily operations of businesses, governments, institutions, and individuals, including the Plaintiff and other Class Members. They depend on these services to communicate, conduct business, serve customers, perform their work, and earn revenue. When the services fail, users are unable to carry out these activities fully, resulting in lost productivity, disrupted operations, missed business opportunities, and financial losses.

5. The Defendants marketed the Affected Services for these purposes. They knew or ought to have known that the Plaintiff and other Class Members depended on the continuous availability of the Affected Services and that interruptions could cause financial losses. The Defendants derive substantial revenue from this dependence. In January 2026, Microsoft reported more than 450 million paid Microsoft 365 commercial seats. For the fiscal year ended June 30, 2026, revenue from Microsoft 365 Commercial products and cloud services increased by $14.2 billion.

6. The Defendants caused the Outage. It resulted from changes they made to network infrastructure under their exclusive control. The Defendants publicly acknowledged the failures in their November 13 and 14, 2026 service updates. They also confirmed that the Outage was unrelated to any cyberattack or other malicious activity.

7. The Plaintiff brings this action on its own behalf and on behalf of all persons in Canada affected by the Outage, and seeks certification, declaratory relief, aggregate damages, and aggravated and punitive damages.

THE PARTIES

The Proposed Representative Plaintiff

8. The Plaintiff is a multidisciplinary partnership carrying on business in Markham, Ontario. It represents individuals and businesses in debt settlement, consumer and Division I proposals, business restructuring, debt negotiation, and creditor disputes. It acts for debtors and seeks to help its clients reduce their debts and avoid bankruptcy.

9. At all material times, the Plaintiff used and subscribed to the Affected Services, and relied on them in the ordinary course of its business.

10. The Outage prevented the Plaintiff from accessing or using Outlook, Teams, OneDrive, and other Affected Services for approximately 24 hours on November 12 and 13, 2026. During that time, the Plaintiff could not receive or respond to client emails, hold scheduled meetings, access business files, or carry on its ordinary business activities. As a result, the Plaintiff suffered loss and damage, including:

    (a) lost revenue, profits, and business opportunities from client inquiries, consultations, and potential retainers it could not receive or respond to;

    (b) financial losses, including interest and financing costs, resulting from delayed billing and collections;

    (c) wages and other operating expenses incurred for staff time rendered unproductive by the Outage; and

(d) overtime, recovery, and other costs incurred to restore operations, complete delayed work, and implement temporary workarounds.

11. The Plaintiff's loss and damage, and that of the other Class Members, were caused by the Outage and the Defendants' conduct as pleaded herein. Particulars of the Plaintiff's damages will be provided prior to trial.

The Class

12. The Plaintiff seeks certification of this action on behalf of the following class (the **"Class"** or **"Class Members"**):

All persons, including corporations, partnerships and other legal entities, resident in or carrying on business in Canada, other than Excluded Persons, who, at any time during the Outage, held a paid subscription or licence for one or more Affected Services and whose access to or use of one or more of Affected Services was unavailable or impaired as a result of the Outage, excluding the Defendants, their affiliates, and their officers and directors.

"Excluded Persons" means the Defendants, any entity in which the Defendants have a controlling interest, and their respective officers, directors, legal representatives, heirs, successors, and assigns.

The Defendants

13. The Defendant, Microsoft Canada Inc., is a corporation under the laws of Nova Scotia, with its Canadian head office at 81 Bay Street, Suite 4400, Toronto. It carries on business throughout Canada, including Ontario. It is a wholly owned subsidiary of Microsoft Corporation.

14. The Defendant, Microsoft Corporation, is a corporation under the laws of the State of Washington, United States of America, with its principal place of business at One Microsoft Way, Redmond, Washington 98052-6399, United States.

15. At all material times, Microsoft Corporation and Microsoft Canada Inc. (collectively,

"Microsoft" or the **"Defendants"**) designed, developed, marketed, distributed, licensed, operated, and supported the Affected Services, including Microsoft Outlook and Microsoft Teams, for individuals, businesses, and organizations in Ontario and throughout Canada.

16. Each of the Defendants was the agent of the other, and each is vicariously liable for the acts and omissions of the other. The Defendants are jointly and severally liable to the Plaintiff and the Class for the conduct pleaded herein.

FACTS

The Defendants' Marketing of the Affected Services

17. Before the Outage, the Defendants represented that the Affected Services were reliable and highly available, and that they had designed and operated them to prevent and contain outages. The Defendants made these representations on their websites and in their marketing and advertising materials, including representations that:

    (a) the Affected Services were reliable and available;

    (b) the Affected Services would achieve and maintain a monthly uptime of at least 99.9%, measured over the applicable monthly period;

    (c) changes and updates to the Affected Services were deployed in accordance with "safe deployment practices" such as gradual, staged, region-by-region rollouts designed to detect and contain faulty changes before they could cause widespread outages;

    (d) the Affected Services were designed to isolate failures, so that a failure in one service or component would not disrupt other services or components; and

    (e) the Affected Services incorporated mechanisms designed to continuously detect, isolate, and recover from faults without disrupting service availability.

The Outage

18. On November 12, 2026, beginning at approximately 12:00 p.m. EST, the Affected Services experienced a widespread disruption. Users were unable to send or receive email, access their

inboxes and calendars, host or participate in Microsoft Teams meetings, or review, edit, or retrieve files stored in SharePoint and OneDrive. The Outage lasted several hours and continued into November 13, 2026.

19. On November 12, 2026, the Defendants opened service incident EX1550543 on the Microsoft 365 Service Health Dashboard, reporting that users might be unable to connect to their mailboxes through multiple connection methods. The Defendants subsequently issued a broader advisory, MO1550821, reporting that users might be unable to access additional Microsoft 365 services affected by the Outage.

20. The Defendants explained the Outage on November 13, 2026 on its X account:

> *We are deeply sorry for the disruption this incident has caused our customers and partners. We know the trust they place in our services and take that responsibility extremely seriously. We are seeing broad recovery and stability across our services.*
>
> *This was a technical issue not related to cyber or AI / agents. The incident was introduced by an issue during an earlier network capacity upgrade that surfaced following a recent network change. We have addressed the underlying issue and continue to restore service to remaining customers and regions.*
>
> *Given the scale of demand, we restored services gradually, validating stability at each stage. While this took longer, it helped ensure a stable restoration.*
>
> *We will provide a full post-incident report once our review is complete.*

21. The Outage disrupted the activities and operations of individuals and businesses that relied on the Affected Services. As a result:

    (a) businesses were unable to operate, or operated at significantly reduced capacity, for the duration of the Outage;

    (b) individuals and businesses could not send or receive emails, including time-sensitive communications with customers, clients, suppliers, and employers;

(c) meetings, appointments, and calls scheduled through the Affected Services were cancelled, delayed, or disrupted;

(d) individuals and businesses lost access to files, calendars, and data needed to carry on their work;

(e) businesses postponed scheduled events. For example, at least one publicly traded company rescheduled its quarterly results announcement because of the Outage;

(f) businesses lost sales, revenue, profits, and business opportunities, including missed customer inquiries, orders, consultations, bookings, and potential contracts;

(g) businesses could not complete or approve transactions, issue invoices, collect payments, or process customer orders;

(h) businesses lost productivity and incurred wages and other operating expenses for staff time rendered unproductive by the Outage; and

(i) businesses incurred additional costs for IT support, overtime, rescheduling, clearing backlogs, restoring operations, and implementing temporary workarounds.

CAUSES OF ACTION

Breach of Contract

22. The Plaintiff and the Class Members claim against the Defendants for breach of contract.

23. Each Class Member entered into a contract with the Defendants for the supply of the Affected Services, which incorporated the Defendants' standard form contractual terms. Class Members entered into these contracts either:

(a) directly, by licensing, subscribing to, or purchasing the Affected Services from the Defendants; or

(b) through an authorized reseller, by acquiring the Affected Services and accepting the applicable standard terms.

24. The agreements expressly required the Defendants to maintain a monthly uptime of at least

99.9% for each Affected Service.

25. The agreements also contained implied terms that:

    (a) the Defendants would exercise reasonable skill and care in designing, operating, maintaining, and updating the Affected Services and the infrastructure on which they depended; and

    (b) the Affected Services would be reasonably fit for their known purposes, including sending and receiving emails, accessing and managing data, conducting meetings, and performing other business communication and collaboration functions.

26. For Class Members who entered into consumer agreements within the meaning of the *CPA*, that *Act* deemed the Defendants to warrant that the Affected Services were of reasonably acceptable quality.

27. The Defendants breached the agreements as follows:

    (a) the Affected Services were unavailable or unusable for the duration of the Outage on November 12 and 13, 2026. Their monthly uptime for November 2026 fell below the contractually required 99.9%, as calculated under the applicable service level agreements;

    (b) the Defendants failed to exercise reasonable skill and care in designing, operating, maintaining, and updating the Affected Services and their supporting infrastructure;

    (c) during the Outage, the Affected Services were unavailable or unusable for their intended purposes; and

    (d) for consumer Class Members, the Affected Services failed to meet the statutory warranty of reasonably acceptable quality under s. 9(1) of the *CPA*.

28. These breaches deprived the Plaintiff and Class Members of the benefit of their contracts and caused the losses particularized herein. Those losses were within the reasonable contemplation of the parties when they contracted. The Defendants marketed and supplied the Affected Services as essential business tools. They knew or ought to have known that Class Members depended on these services to conduct business, serve customers, and earn revenue, and that a prolonged outage would likely cause lost revenue, lost profits, wasted operating expenses, and other financial losses.

29. To the extent the Defendants rely on any contractual exclusion, disclaimer, limitation of liability, arbitration agreement, or class-action waiver in their terms of service or service agreements, the Plaintiff and the Class Members plead that:

    (a) under s. 7(1) of the *CPA*, the substantive and procedural rights under the *CPA* apply despite any agreement or waiver to the contrary;

    (b) under *CPA* ss. 7 and 8(1), any term requiring arbitration, or preventing the Class Members from commencing or participating in a class proceeding, is invalid; and any term purporting to negate or vary the implied conditions is void;

    (c) properly construed, any contractual exclusion, disclaimer, limitation of liability, arbitration agreement, or class-action waiver does not apply to or exclude liability for the failures and breaches alleged;

    (d) any such provision is unconscionable, harsh, and unenforceable; and/or

    (e) the Court should refuse to enforce the provision on the grounds of overriding public policy, pursuant to the framework in *Tercon Contractors Ltd. v. British Columbia (Transportation and Highways)*, 2010 SCC 4.

Breach of the Consumer Protection Act, 2002, S.O. 2002, c. 30

30. With respect to the Class Members using the Affected Services for personal, family, or household purposes, the Defendants engaged in unfair practices in breach of s. 17(1) of the *CPA* by making false, misleading, and deceptive representations as defined in s. 14.

31. The Plaintiff and the Class Members who used the Affected Services for personal, family, or household purposes were *"consumers"* and the Defendants were *"suppliers"* within the meaning of s. 1 of the *CPA*. The Plaintiff's and the Class Members' subscription to and use of the Affected Services were *"consumer transactions"* and *"consumer agreements"* within the meaning of s. 1.

32. The Defendants represented that the Affected Services had performance characteristics, benefits, and qualities that they did not have, and that they met a standard of quality,

reliability, and availability that they did not meet. Specifically, the Defendants represented that the Affected Services were reliable, secure, and highly available and suitable for mission-critical use.

33. Full particulars of the representations the Defendants made that constitute unfair practices are known to the Defendants. Those representations were widespread. Some of the representations are pleaded at paragraph 17 above. Each of these representations was false, misleading, or deceptive within the meaning of s. 14 of the *CPA*, because:

    (a) the Affected Services lacked the availability- and reliability-related performance characteristics, benefits, or qualities the Defendants represented they possessed (s. 14(2), para. 1);

    (b) the Affected Services did not meet the standard or quality of availability and reliability represented by the Defendants (s. 14(2), para. 3); and

    (c) the Defendants exaggerated the reliability and availability of the Affected Services and failed to disclose the risk and fact of the Outage, which deceived or tended to deceive the Plaintiff and the Class Members (s. 14(2), para. 14).

34. The Plaintiff and the Class Members entered into consumer agreements after or while the Defendants were engaged in unfair practices contrary to the *CPA*. They claim rescission or damages under s. 18 of the *CPA*, including damages arising from the loss of use of the Affected Services and the resulting losses.

35. The Plaintiff also requests an order under s. 18(15) of the *CPA* dispensing with any applicable notice requirements. Such an order would be in the interest of justice, having regard to the nature of the Defendants' unfair practices, the losses suffered by the Plaintiff and the Class Members, and the impracticability of requiring individual notice.

36. The Plaintiff and the Class Members further plead and rely upon the equivalent consumer protection statutes of the other provinces and territories of Canada, which prohibit unfair practices and false, misleading, or deceptive representations in substantially the same manner as the *CPA*.

Gross Negligence

a. Duty of Care

37. The Defendants owed the Plaintiff and the Class Members a duty to take reasonable care in designing, operating, maintaining, and changing the Affected Services and the infrastructure on which they depend.

38. The Defendants and Class Members were in a relationship of sufficient proximity to give rise to that duty:

(a) the Defendants undertook to supply the Affected Services to Class Members as essential business and communication tools and committed to monthly uptime of at least 99.9%;

(b) the Defendants represented that they followed "safe deployment practices" and employed systems designed to detect and contain faults, as pleaded above;

(c) the Defendants knew that Class Members acquired and relied on the Affected Services to carry on their work and businesses, communicate with customers, conduct transactions, and earn revenue;

(d) Class Members relied on the Defendants' undertaking to supply reliable services and exercise reasonable care in operating and maintaining them. Class Members could not inspect, test, or control the Defendants' infrastructure or the procedures used to modify it; and

(e) the Defendants knew or ought to have known that a failure to exercise reasonable care in performing these undertakings could interrupt Class Members' business operations and cause lost revenue, lost profits, wasted operating expenses, and other financial losses.

39. No residual policy considerations negate or limit the duty. The duty is owed to an identifiable class of customers who acquired the Affected Services for known purposes. It concerns

specific services, a discrete outage, and risks created and controlled by the Defendants. The duty is confined to the exercise of reasonable care in supplying and operating those services and to economic losses falling within the scope of the Defendants' undertaking and the Class Members' reasonable reliance on it.

b. Standard of Care

40. The Defendants were required to meet the standard of a reasonably prudent designer and operator of large-scale cloud email, communication, and collaboration services.

41. The standard required a high degree of care because the Defendants knew or ought to have known that an outage could deprive millions of users of access to essential communications and data, disrupt businesses, and cause substantial economic loss. Reasonable precautions to prevent or contain such outages, including staged rollouts and safeguards against the automated removal of excessive numbers of servers, were available to the Defendants and within their exclusive control. The Defendants had represented that they employed such precautions.

42. The standard of care was informed by, among other things:

(a) the intended purpose of the Affected Services and the mission-critical use to which the Defendants knew they were put;

(b) the Defendants' representations concerning the reliability and availability of the Affected Services and the safeguards they represented they had implemented;

(c) prevailing industry standards and practices concerning the reliability and availability of large-scale cloud services, including redundancy, failover, disaster recovery, change management, testing, and monitoring;

(d) the knowledge of outage risks that the Defendants possessed or reasonably ought to have possessed at all material times;

(e) the specialized knowledge, skill, and expertise the Defendants held themselves out as possessing; and

(f) the availability, feasibility, and burden of reasonable precautions to prevent or mitigate the foreseeable harm.

c. The Breaches

43. The Defendants breached their duty of care and markedly departed from the applicable standard of care, amounting to gross negligence, including by:

(a) designing and operating the Affected Services without adequate redundancy, failover, or disaster-recovery capabilities, and without the fault isolation, fault detection, and recovery mechanisms that the Defendants represented the Affected Services incorporated;

(b) failing to implement or follow reasonable change-management, testing, and monitoring procedures, including the "safe deployment practices" and staged, region-by-region rollouts that the Defendants represented they used, in connection with the network capacity upgrade and network change that, on the Defendants' own account, caused the Outage;

(c) failing to prevent, detect, contain, or remediate the Outage in a reasonable and timely manner;

(d) failing to maintain the Affected Services and their infrastructure so as to be available, reliable, and fit for their intended purpose, including by failing to maintain the monthly uptime of at least 99.9% that the Defendants undertook to provide; and

(e) failing to give the Plaintiff and the Class Members timely, accurate, and sufficient notice of the Outage and its scope, duration, and effects, including through the service health notices described above.

d. Causation

44. The Defendants' negligence caused the loss and damage suffered by the Plaintiff and the Class Members, particularized below.

45. But for the Defendants' breaches of their duty and standard of care, the Outage would not have occurred, or its effects would have been prevented or materially reduced, and the Plaintiff and the Class Members would not have suffered the loss and damage they did.

46. That loss followed directly from the Outage, was a reasonably foreseeable consequence of the Defendants' negligence, and was not too remote. The deprivation of access to email, communications, and collaboration, and the resulting business interruption and economic loss, were the precise risks that reasonable care in the design and operation of the Affected Services was intended to prevent.

Damages

47. As a result of the Defendants' breaches of contract, breaches of the CPA, negligence (including gross negligence), and other wrongful acts and omissions pleaded above, the Plaintiff and the Class Members suffered loss and damage, including:

    (a) **Business Interruption Losses:** lost business profits, additional operating expenses, and other commercial losses arising from the inability to access or use the Affected Services to carry on business;

    (b) **Lost Productivity:** wages, salaries, and other labour costs paid for staff time rendered unproductive by the Outage, and the associated loss of working time;

    (c) **Lost Economic Opportunity:** losses arising from the inability to meet deadlines, complete or approve transactions, issue invoices, collect payments, and pursue economic opportunities that the Plaintiff and the Class Members relied on the Affected Services to maintain, complete, and pursue;

    (d) **Financing and Collection Costs:** interest, financing costs, and other losses resulting from delayed billing, invoicing, and collections;

    (e) **Restoration and Recovery Costs:** IT support, overtime, rescheduling, backlog-clearing, and other costs incurred to restore operations, complete delayed work, and implement temporary workarounds;

(f) **Mitigation and Replacement Costs:** reasonable expenses incurred to mitigate the effects of the Outage, including any alternative email, communication, and collaboration services and related technical support obtained during the Outage;

(g) **Loss of Use:** for Class Members who used the Affected Services for personal, family, or household purposes, damages for the loss of use of the Affected Services, and the loss of value of their subscriptions, during the Outage, including under s. 18 of the *CPA*;

(h) **Out-of-Pocket Expenses:** subscription and other fees paid for the Affected Services that were not provided during the Outage, recoverable as damages or on rescission under s. 18 of the *CPA*, and other reasonable out-of-pocket costs incurred as a result of the Outage; and

(i) **Other Consequential Losses:** such further financial losses, incidental expenses, and reasonable out-of-pocket costs as resulted from the Outage.

48. The loss and damage were reasonably foreseeable consequences of the Defendants' wrongful conduct and, in respect of the contractual claims, were within the reasonable contemplation of the contracting parties when their contracts were formed.

49. The Plaintiff and the Class Members claim general and special damages, without double recovery. Further particulars of special damages will be provided as they become known, in accordance with the *Rules of Civil Procedure*, including through any individual claims process ordered under the *Class Proceedings Act, 1992*.

Punitive and Aggravated Damages

50. The Plaintiff and the Class Members claim punitive damages.

51. The Defendants' conduct was high-handed and reprehensible, and departed markedly from the standards of conduct expected of them, in that the Defendants continued to market and represent the Affected Services as reliable and highly available while failing to design, operate, and maintain them so as to prevent the Outage, and placed their commercial interests ahead of the reliability of the services on which the Plaintiff and the Class depended.

52. The Plaintiff and the Class Members also claim aggravated damages. The Defendants' misrepresentations concerning the reliability and availability of the Affected Services, and their conduct in relation to the Outage, aggravated the harm suffered by the Plaintiff and the Class Members and caused additional distress and loss of peace of mind beyond the distress arising from the financial losses themselves.

JURISDICTION

Real and Substantial Connection with Ontario

53. There is a real and substantial connection between the subject matter of this action and the Province of Ontario because, among other things:

    (a) the Defendants carry on business in Ontario;

    (b) the Defendants market, distribute, supply, and support the Affected Services in Ontario and derive substantial revenue from doing so;

    (c) the Plaintiff and other Class Members resident in Ontario sustained their damages in Ontario; and

    (d) the action is in respect of a tort committed in Ontario and a contract connected with Ontario.

Service Outside Ontario

54. This originating process may be served without a court order outside Ontario under the *Rules of Civil Procedure* because the claim is:

    (a) in respect of a tort committed in Ontario (rule 17.02(g));

    (b) in respect of a contract in the circumstances set out in rule 17.02(f); and

    (c) against a person carrying on business in Ontario (rule 17.02(p)).

RELEVANT STATUTES

55. The Plaintiff and the Class Members plead and rely upon the following statutes, and the amendments made thereto, the regulations thereunder, and the provincial and territorial

equivalents:

(a) *Class Proceedings Act, 1992*, S.O. 1992, c. 6;

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

(c) *Consumer Protection Act, 2002*, S.O. 2002, c. 30;

(e) *Negligence Act*, R.S.O. 1990, c. N.1; and

(f) *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

PLACE OF TRIAL

56. The Plaintiff proposes that this action be tried at Newmarket, Ontario.

Date: November 16, 2026

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Electronically issued / Délivré par voie électronique : 16-Nov-2026
Newmarket Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-26-00004427-00CP

METUS LYKOS DEBT LAW
Plaintiff

- and -

MICROSOFT CANADA INC. et al.
Defendants
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ONTARIO
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Proceeding Commenced at Newmarket

STATEMENT OF CLAIM

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