



Court File No.
Vancouver Registry
Court File No. **VLC-S-S-243667**

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

HO CHUN

Plaintiff

AND

VANCOUVER WHITECAPS FC LP, WFC FOOTBALL GP LTD., WHITECAPS
FOOTBALL CLUB LTD., and MAJOR LEAGUE SOCCER, L.L.C.

Defendants

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) 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

- (a) 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
- (b) 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 with 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.

CLAIMS OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

Overview

1. This is a proposed class action on behalf of a class of persons that held a ticket for the Vancouver Whitecaps versus Inter Miami CF game on May 25, 2024 (the “**Vancouver v. Miami Game**”).
2. The Defendants advertised for the Vancouver v. Miami Game using promotional materials referring to famous soccer players in the Inter Miami CF team namely Lionel Messi, Luis Suárez and Sergio Busquets. However, the Defendants ought to know that these famous soccer players may not be playing at the Vancouver v. Miami Game or were otherwise reckless as to whether those players could or would play at the Vancouver v. Miami Game.
3. Using such promotional materials as “bait,” the Defendants caused the tickets for the Vancouver v. Miami Game to be listed and sold on the primary market at ten times higher than the price of other Vancouver Whitecaps home games.
4. On Thursday May 23, 2024, two days before the Vancouver v. Miami Game, the Defendants “switched” and announced that these famous soccer players would not be attending the game. This is a classic case of bait-and-switch.
5. The Plaintiff seeks on his own behalf and on behalf of the class: (a) a partial refund, equivalent to the difference between the Ticket Price (defined in para. 36 below) and the average price of tickets for other Vancouver Whitecaps home games for the same seating via the primary market; (b) a full refund of the Ticket Price for unused tickets; and (c) a court-ordered process for class members to claim additional loss or damage through a court-ordered process.
6. The Plaintiff alleges that the Defendants violated the *Business Practices and Consumer Protection Act* and the *Competition Act*, and the Whitecaps Defendants breached the *Sale of Goods Act* implied warranties/conditions.

The Defendants

7. The Defendant VANCOUVER WHITECAPS FC LP is an extraprovincial limited partnership that has been registered in British Columbia since March 4, 2010 (hereafter "**Whitecaps FC LP**"). The general partner of Whitecaps FC LP is the Defendant WFC FOOTBALL GP LTD.
8. The Defendant WFC FOOTBALL GP LTD. is a company formed under the laws of British Columbia with its registered and records office at 25th Floor, 700 West Georgia Street, Vancouver BC, V7Y 1B3 (hereafter "**Whitecaps GP**"). The sole director and President of Whitecaps GP is Mr. Gregory Kerfoot.
9. The Defendant WHITECAPS FOOTBALL CLUB LTD. is a company formed under the laws of British Columbia with its registered and records office at 2900 - 550 Burrard Street, Vancouver BC, V6C 0A3 (hereafter "**Whitecaps FC**"). The sole director and President of Whitecaps GP is also Mr. Gregory Kerfoot.
10. Whitecaps FC LP, Whitecaps GP, and Whitecaps FC (collectively "**Whitecaps**") are related entities and their precise relationship is within the knowledge of these Defendants. The Whitecaps Defendants collectively operate the Vancouver Whitecaps Football Club (FC), which is a professional soccer club based in Vancouver, British Columbia and is a member of the Major League Soccer (MLS). The Whitecaps Defendants participated in organization and/or promotion of the Vancouver v. Miami Game and received the proceeds of the ticket sales for the Vancouver v. Miami Game.
11. The Defendant Major League Soccer, L.L.C. is a limited liability company under the laws of the state of Delaware with a registered agent in the state of California at 1505 Corporation CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, California (hereafter "**MLS LLC**").
12. MLS LLC operates the Major League Soccer (MLS), which is a men's professional soccer league sanctioned by the United States Soccer Federation. The Major League Soccer (MLS) operates as an association of

independently owned teams. Each of the MLS' teams and player contracts are centrally owned by the MLS and each team has an investor-operator that is a shareholder in the MLS.

13. MLS LLC also participated in organization or promotion of the Vancouver v. Miami Game alongside the Whitecaps Defendants and MLS LLC also received some of the proceeds of the ticket sales for the Vancouver v. Miami Game.

The Plaintiff and his Circumstances


14. The Plaintiff, Ho Chun, resides in the province of British Columbia, with an address of service in these proceedings at c/o Evolink Law Group, 237-4388 Still Creek Drive, Burnaby, BC V5C 6C6.
15. On or about January 25, 2024, the Plaintiff purchased two tickets for the Vancouver v. Miami Game for Seat Locations: SEC 419 / ROW PP / SEAT 109 and 110 via the only official ticket seller for the primary market, ticketmaster.ca as follows:
 - a. **Ticket Price:** \$187.75 for each ticket
 - b. Service Fee: \$7 for each ticket
 - c. Facility Charge: \$4.25 for each ticket
 - d. Order Processing Fee: \$6 for the entire order
 - e. Total Paid: \$404
16. The Plaintiff purchased the above tickets for viewing the Vancouver v. Miami Game with his spouse for leisure purposes.
17. The Plaintiff is seeking to recover part of the Ticket Price (above) and not the other fees or charges.
18. Prior to purchasing the tickets, the Plaintiff was aware of promotional materials for the Vancouver v. Miami Game referring to famous soccer players in the Inter Miami CF team namely Lionel Messi, Luis Suárez and Sergio Busquets.

Defendants' Promotional Materials for the Vancouver v. Miami Game

19. For promoting the Vancouver v. Miami Game, the Defendants prepared, or caused to be prepared, promotional materials for that game that represented, implied, or suggested that three famous soccer players in the Inter Miami CF team namely Lionel Messi (hereafter "**Messi**"), Luis Suárez (hereafter "**Suárez**") and Sergio Busquets (hereafter "**Busquets**") would play at the Vancouver v. Miami Game (the "**Representations**").
20. The Representations include, but not limited to, promotional materials for the Vancouver v. Miami Game containing the photos of Messi, Suárez, and/or Busquets, or other references to these players.
21. The Representations were made on various media platforms including billboards, print advertising, internet advertising or social media advertising. The Representations were disseminated on websites or platforms controlled by the Defendants including <https://www.whitecapsfc.com/> and <https://www.mlssoccer.com/>. The Representations were also disseminated on social media accounts controlled by the Defendants.
22. By way of example only, the Representations included a poster prepared and/or disseminated by the Defendants depicting the players Messi and Busquets and linking them to the Vancouver v. Miami Game:




23. The aforementioned poster was also posted to the Whitecaps Defendants' Facebook account on December 20, 2023, with a link to purchase a ticket.

 **Vancouver Whitecaps FC** December 20, 2023 · 🌐

🌸 **FIRST EVER MLS MATCHUP: MAY 25** 🌸




Don't miss the action, purchase your 2024 season membership today to secure your spot! 📺
whitecapsfc.com/tickets/
#VWFC | #FIFTYTGTHR



1974 **FIFTY TGTHR** 2024

VAN **US** **MIA**

SAT MAY 25
FIRST EVER MLS MATCHUP

   778

223 comments 115 shares

24. As a further example, the Representations also included a poster prepared and/or disseminated by the Defendants depicting the players Messi and Suárez and linking these players to the Vancouver v. Miami Game:



25. The aforementioned poster was disseminated on the Whitecaps Defendants' Instagram account on or about April 11, 2024, alongside an announcement that more tickets are available for purchase.

26. The Defendants also caused the Representations to be made on the Ticketmaster website, where the tickets could be purchased.
27. At the time of making the Representations, the Defendants ought to know that Messi, Suárez, and/or Busquets may not be playing at the Vancouver v. Miami Game, or failed to confirm or otherwise reckless in not confirming that Messi, Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game.

Defendants' Pricing of the Vancouver v. Miami Game Tickets

28. At or around the time of releasing the tickets of the Vancouver v. Miami Game for purchase, the Defendants priced the tickets for that game at around ten (10) times higher than the prices for other Vancouver Whitecaps home games for the same seats, with the expectation and knowledge that the Representations containing reference to the Inter Miami CF players Messi, Suárez, and/or Busquets would attract a higher demand, and spectators would be willing to pay higher prices than other Vancouver Whitecaps home games.
29. The tickets for all Vancouver Whitecaps are governed by the Ticketing Terms & Conditions found on the Whitecaps Defendants' website (i.e., <https://www.whitecapsfc.com/ticket-terms-conditions>) which provides that:

*The following terms and conditions (the "**Agreement**") apply to all Vancouver Whitecaps FC ("**Whitecaps FC**") tickets, however obtained, including through a Whitecaps FC Membership ("**Membership**") or purchase of a ticket package. The breach by a Whitecaps FC ticketholder of any of the terms and conditions contained herein will automatically terminate the grant of license evidenced by the ticket.*

1. *In this Agreement "**VWFCLP**" means the VANCOUVER WHITECAPS FC LIMITED PARTNERSHIP, being the entity that operates the professional Major League Soccer ("**MLS**") team, Whitecaps FC.*

2. *Every Whitecaps FC ticket is a revocable license which may be withdrawn and admission may be refused to any Whitecaps FC event in respect of which the ticket has been issued at any time, in VWFCLP's sole discretion. Dates and times of any Whitecaps FC event in respect of which any Whitecaps FC ticket has been issued are subject to change or cancellation.*

3. *The ticketholder of Whitecaps FC tickets hereunder is admitted to Whitecaps FC events on the condition that by using that ticket, the ticketholder:*

...

4. *Whitecaps FC tickets may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without VWFCLP's advance express written consent.*

...

12. *The Releasees are not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of a Whitecaps FC ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of the ticket is strictly prohibited and will result in seizure, revocation and/or forfeiture of the ticket without refund or compensation.*

...

.....This Agreement is wholly governed by the laws of British Columbia, Canada. The ticketholder and VWFCLP attorn to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement....

[emphasis added]

May 23 Announcement that Messi, Suárez, and Busquets Will Not be Playing

30. On or about May 23, 2024, the Defendants announced that the Inter Miami CF players Messi, Suárez, and Busquets will not be playing at the Vancouver v. Miami Game on May 25, 2024.

31. Shortly before the announcement, and also thereafter, the Defendants removed some of the Representations on the internet about the Vancouver v. Miami Game that made reference(s) to the Inter Miami CF players Messi, Suárez, and Busquets, or otherwise changed the Representations.

32. The Defendants did not offer any refund or partial refund for the tickets for the Vancouver v. Miami Game.

Purchasing of Vancouver v. Miami Game Tickets by Class Members

33. The Plaintiff brings this action on his own behalf and on behalf of:

All individuals, anywhere in the world, that was a holder of a ticket to the Vancouver v. Miami Game on May 25, 2024

(the “**Class**” or “**Class Member(s)**”).

34. The Vancouver v. Miami Game is a leisure event and persons that acquired a ticket to the Vancouver v. Miami Game or attended the Vancouver v. Miami Game were doing so primarily for personal, family and/or household purposes.

35. The Class Members purchased their tickets directly from ticketmaster.ca, the official ticket seller (i.e., the primary market), or through the secondary resale market. In both situations, the tickets are required to have a face value stated on it as required by the British Columbia *Ticket Sales Act*. The Defendants set the face value of the tickets for sale in the primary market at around ten (10) higher than other Vancouver Whitecaps home games for the same seating.

36. For greater certainty, the ticket prices that is subject of this action is the price of the ticket when it was purchased in the primary market **excluding** the additional service fees, facility charges, and order processing fees (hereafter the “**Ticket Price(s)**”). In the case of the Plaintiff, for example, the Ticket Price is \$187.75 per ticket, as referred to in paragraph 15(a) above.

37. This action only relates to the Ticket Prices and is not seeking to recover the additional service fees, facility charges, and order processing fees.

38. The Representations, which were not true, caused Class Members to acquire less value than Class Members expected to acquire (i.e., Class Members would expect that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the game and the value of watching a game with these players is of much higher value than a game without these players.).

39. Some Class Members also incurred additional expenses to watch the

Vancouver v. Miami Game, including cost for travelling from out of town, accommodation expenses, and loss of income from work, and suffered damages over and above the Class Members that reside locally and did not have to miss work, or travel long distances.

PART 2: RELIEF SOUGHT

40. The Plaintiff claim on his own behalf and on behalf of the Class Members against the Defendants for an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, RSBC 1996, c 50;
41. The Plaintiff claim on his own behalf and on behalf of the Class Members against all of the defendants, jointly and severally:
 - a. damages, including damages under s. 171 of the British Columbia *Business Practices and Consumer Protection Act [BPCPA]*, damages under s. 36 of the federal *Competition Act*, damages or reduction of price for the ticket under the British Columbia *Sale of Goods Act*, and/or damages under the law of contract;
 - b. an order to restore monies under s. 172 of the *BPCPA*;
 - c. punitive damages;
 - d. investigation costs under s. 36 of the *Competition Act*;
 - e. court-ordered interest, including pre-judgment and post-judgment interest rates at an elevated rate of interest; and
 - f. legal costs on a solicitor-client basis under s. 36 of the *Competition Act* or alternatively costs under the *Supreme Court Civil Rules*.

42. Specifically for the **Whitecaps Defendants**:

- a. a declaration under s. 172 of the *BPCPA* that the Whitecaps Defendants, or some of them:
 - i. engaged in a deceptive act or practice contrary to ss. 4-5 of the *BPCPA*; and/or
 - ii. engaged in an unconscionable act or practice contrary to ss. 8-10 of the *BPCPA*;
- b. a declaration that the Whitecaps Defendants, or some of them:
 - i. engaged in false or misleading representations contrary to s. 52 of the *Competition Act*.
 - ii. breached the implied warranties and conditions under the *Sale of Goods Act*; and/or
 - iii. breached the express or implied terms of the contract/ticket;
- c. damages in relation to the aforementioned declarations, including in particular damages under s. 171 of the *BPCPA*, damages under s. 36 of the *Competition Act*, damages under s. 54 of the *Sale of Goods Act*, and/or damages for breach of warranty or reduction of the ticket price under s. 56 of the *Sale of Goods Act*;
- d. an order under s. 172(3)(a) of the *BPCPA* restoring monies to the Class Members;
- e. an order under s. 172(3)(c) of the *BPCPA* that the Whitecaps Defendants advertise to the public regarding the particulars of this class action; and/or
- f. punitive damages under s. 171 of the *BPCPA*, the *Sale of Goods Act*, or common law;

43. Specifically for the **MLS LLC Defendant**:

- a. a declaration under s. 172 of the *BPCPA* that the MLS LLC Defendant engaged in a deceptive act or practice contrary to ss. 4-5 of the *BPCPA*, and/or engaged in an unconscionable act or practice contrary to ss. 8-10 of the *BPCPA*;
- b. a declaration that the MLS LLC Defendant engaged in false or misleading representations contrary to s. 52 of the *Competition Act*;
- c. damages in relation to the aforementioned declarations, including in particular damages under s. 171 of the *BPCPA* and/or damages under s. 36 of the *Competition Act*; and/or
- d. an order under s. 172(3)(a) of the *BPCPA* restoring monies to the Class Members;
- e. an order under s. 172(3)(c) of the *BPCPA* that the MLS LLC Defendant advertise to the public regarding the particulars of this class action; and/or
- f. punitive damages under s. 171 of the *BPCPA* or common law;

44. An order for the aggregate assessment of the monetary relief, including any punitive damages, pursuant to s. 29 of the *Class Proceedings Act*;

45. Pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;

46. The costs of administering the plan of distribution of the recovery in this proceeding, and the costs of notice to the Class Members;

47. Such further and other relief that, as to this Honourable Court, seems meet and just.

PART 3: LEGAL BASIS

48. The Plaintiff pleads and relies on the following legislation, including any subsidiary regulations or enactments:

- a. *Class Proceedings Act*, RSBC 1996, c 34 (“**CPA**”),
- b. the British Columbia *Business Practices and Consumer Protection Act*, SBC 2004, c. 2 (“**BPCPA**”);
- c. the federal *Competition Act*, RSC, 1985, c. C-34; and
- d. the British Columbia *Sale of Goods Act*, RSBC 1996, ch. 410.

Claims against the Whitecap Defendants

i. British Columbia BPCPA Claims

49. The Class Members are “consumers” within the meaning of the *BPCPA*.

50. The Whitecap Defendants are “suppliers” within the meaning of the *BPCPA*, and participated in a “consumer transaction” within the meaning of the *BPCPA*.

51. The sale of the Vancouver v. Miami Game tickets by the Whitecap Defendants or their authorized seller(s) are “consumer transactions” within the meaning of the *BPCPA*.

52. The Representations (defined in Part 1 above) are “deceptive acts or practices” before, during or after the consumer transaction that has the capability, tendency or effect of deceiving or misleading a consumer into believing that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game, or that the tickets for the Vancouver v. Miami Game would have a higher value than the tickets for other Vancouver Whitecaps home games.

53. The Whitecap Defendants bears the burden to prove that they did not engage in a deceptive act or practice under s. 5(2) of the *BPCPA*.
54. The Whitecap Defendants' conduct in charging a price for the tickets to the Vancouver v. Miami Game that is higher than the price for tickets of other Vancouver Whitecaps home games for the same seating is an "unconscionable act or practice" under s. 8 of the *BPCPA*. In particular, the Whitecaps Defendants ought to know at the time of setting the ticket prices that Messi, Suárez, and/or Busquets may not be playing at the Vancouver v. Miami Game, or was otherwise reckless in not confirming if these players would be playing at the Vancouver v. Miami Game.
55. As a result of the Whitecap Defendants' breach of the *BPCPA*, the consumer transaction is not binding on the Class Members pursuant to s. 10 of the *BPCPA*.
56. The Class Members have an interest in the funds received by the Whitecap Defendants, whether directly or through intermediaries. Those funds were obtained in breach of ss. 4-5 and 8-9 of the *BPCPA*, and which are also not binding on the consumer per s. 10(1) of the *BPCPA*. The Class Members would have a right to make a claim for damages under s. 171 of the *BPCPA*.
57. As a result of Whitecap Defendants' breach of the *BPCPA*, the Class Members are entitled to a declaration under s. 172(1)(a) of the *BPCPA* and a restoration order under s. 172(3)(a) of the *BPCPA*.

ii. Federal Competition Act Claims

58. The Representations were made for the purpose of promoting the business interest of the Whitecaps Defendants, namely the sale of tickets for the Vancouver v. Miami Game.
59. The Representations were false or misleading in a material respect in that they represent, suggest, or otherwise imply that the Inter Miami CF players Messi,

Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game.

60. The Representations were made by the Whitecaps Defendants knowingly. Alternatively, the Whitecaps Defendants made the Representations recklessly without regard to whether the Representations were true and accurate.
61. The Representations, which later turned out not to be true, caused Class Members to acquire less value than Class Members expected to acquire (i.e., Class Members would expect that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the game and the value of watching a game with these players is of higher value than a game without these players.).
62. The Whitecaps Defendants contravened s. 52 of the *Competition Act*.
63. The Class Members are entitled to seek damages, investigation costs, and costs on a solicitor-client basis under s. 36 of the *Competition Act*.

iii. British Columbia Sale of Goods Act Claims

64. The tickets for the Vancouver v. Miami Game are “goods” within the meaning of the *Sale of Goods Act*.
65. The *Sale of Goods Act* implies the following conditions or warranties into a sales contract:
- a. An implied condition that the tickets correspond with the description under section 17 of the *Sale of Goods Act*;
 - b. An implied condition that the tickets are fit for the purpose of watching the Inter Miami CF players Messi, Suárez, and/or Busquets play under section 18(a) of the *Sale of Goods Act*;
 - c. An implied condition that the tickets would be of merchantable quality (i.e., the quality of the tickets included that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the game) under

section 18(b) of the *Sale of Goods Act* and/or

- d. An implied warranty or condition as to quality or fitness for a particular purpose annexed by the usage of trade under section 18(d) of the *Sale of Goods Act*.

66. As a result of the Representations, the tickets for the Vancouver v. Miami Game include implied warranties or conditions that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the game.

67. The Inter Miami CF players Messi, Suárez, and/or Busquets did not play at the Vancouver v. Miami Game and the Whitecaps Defendants are in breach of the aforementioned implied warranties or conditions.

68. Under section 20 of the *Sale of Goods Act*, the Whitecaps Defendants cannot contract out of the implied warranties or conditions.

69. The Class Members are entitled to damages under s. 54 of the *Sale of Goods Act*, and/or damages for breach of warranty or reduction of the ticket prices under s. 56 of the *Sale of Goods Act*.

ii. Breach of Contract Claim

70. The sale/purchase of tickets for the Vancouver v. Miami Game are contracts.

71. The Representations, including representations suggesting that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game, constitute express or implied terms of the contract.

72. The Inter Miami CF players Messi, Suárez, and/or Busquets did not play at the Vancouver v. Miami Game and the Whitecaps Defendants are in breach of the express or implied terms of the contract.

73. The Class Members are entitled to damages for breach of contract.

Claims against the Defendant MLS LLC

i. British Columbia BPCPA Claims

74. The Class Members are “consumers” within the meaning of the *BPCPA*.
75. The Defendant MLS LLC is a “supplier” within the meaning of the *BPCPA*.
76. The sale of the Vancouver v. Miami Game tickets are “consumer transactions” within the meaning of the *BPCPA*, which the MLS LLC participated in.
77. The Representations (defined in Part 1 above) are “deceptive acts or practices” before, during or after the consumer transaction that has the capability, tendency or effect of deceiving or misleading a consumer into believing that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game, or that the tickets for the Vancouver v. Miami Game would have a higher value than the tickets for other Vancouver Whitecaps home games.
78. The Defendant MLS LLC bears the burden to prove that they did not engage in a deceptive act or practice under s. 5(2) of the *BPCPA*.
79. The Defendant MLS LLC’s conduct in allowing the Whitecaps Defendants to charge a price for the tickets to the Vancouver v. Miami Game that is substantially higher than the price for tickets of other Vancouver Whitecaps home games for the same seating is an “unconscionable act or practice” under s. 8 of the *BPCPA*. In particular, the Defendant MLS LLC ought to know at the time the ticket prices were set that Messi, Suárez, and/or Busquets may not be playing at the Vancouver v. Miami Game, or was otherwise reckless in not confirming if they would be playing.
80. As a result of the Defendant MLS LLC’s breach of the *BPCPA*, the consumer transaction is not binding on the Class Members pursuant to s. 10 of the *BPCPA*.

81. The Class Members have an interest in the funds received by the Defendant MLS LLC, whether directly or through intermediaries. Those funds were obtained in breach of ss. 4-5 and 8-9 of the *BPCPA*, and which are also not binding on the consumer per s. 10(1) of the *BPCPA*. The Class Members would have a right to make a claim for damages under s. 171 of the *BPCPA*.

82. As a result of the Defendant MLS LLC's breach of the *BPCPA*, the Class Members are entitled to a declaration under s. 172(1)(a) of the *BPCPA*, an injunction under s. 172(2) of the *BPCPA*, and a restoration order under s. 172(3)(a) of the *BPCPA*.

ii. Federal Competition Act Claims

83. The Representations were made for the purpose of promoting the business interest of the Defendant MLS LLC, namely the sale of tickets for the Vancouver v. Miami Game or promotion of that game.

84. The Representations were false or misleading in a material respect in that they represent, suggest, or otherwise imply that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the Vancouver v. Miami Game.

85. The Representations were made by the Defendant MLS LLC knowingly. Alternatively, the Defendant MLS LLC made the Representations recklessly without regard to whether the Representations were true and accurate.

86. The Representations, which later turned out not to be true, caused Class Members to acquire less value than Class Members expected to acquire (i.e., Class Members would expect that the Inter Miami CF players Messi, Suárez, and/or Busquets would be playing at the game and the value of watching a game with these players is of higher value than a game without these players.).

87. The Defendant MLS LLC contravened s. 52 of the *Competition Act*.

88. The Class Members are entitled to seek damages, investigation costs, and costs on a solicitor-client basis under s. 36 of the *Competition Act*.

Plaintiff's address for service:

Evolink Law Group
ATTN: Simon Lin
4388 Still Creek Drive, Suite 237
Burnaby, British Columbia V5C 6C6

Fax number for service: N/A

Email address for service: service@evolinklaw.com

Place of trial: Vancouver, British Columbia

The address of the registry is:

Law Courts
800 Smithe Street
Vancouver, British Columbia V6Z 2E1

Dated: June 4, 2024



Signature of counsel for the Plaintiff
Simon Lin

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.

Form 11**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The Plaintiff, Ho Chun, claims the right to serve this pleading/petition on the Defendant, Major League Soccer, L.L.C., outside British Columbia on the grounds that this action concerns:

- a. **Section 10(e)(i)**: concerns contractual obligation that, to a substantial extent, were to be performed in British Columbia.
- b. **Section 10(e)(ii)**: concerns contractual obligation that are governed by the laws of British Columbia.
- c. **Section 10(e)(iii)**: concerns purchase of property for non-business use that resulted from solicitation of business in British Columbia.
- d. **Section 10(f)**: restitutionary obligations that, to a substantial extent, arose in British Columbia.
- e. **Section 10(g)**: a tort committed in British Columbia.
- f. **Section 10(h)**: concerns a business carried on in British Columbia.
- g. **Section 10(preamble)**: a real and substantial connection with the province of British Columbia since the Defendant, Major League Soccer, L.L.C. is a “supplier” within the meaning of the *BPCPA*.

of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28.

APPENDIX

Part 1: Concise summary of nature of claim: breach of consumer protection laws, competition laws, and sale of goods legislation

Part 2: 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

Part 3:

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

Part 4:

Business Practices and Consumer Protection Act, SBC 2004, ch. 2