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Date: December 23, 2024

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OTTAWA, ONT.

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THE COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

AND IN THE MATTER OF an application by the Commissioner of Competition for an order pursuant to section 74.1 of the *Competition Act* regarding conduct reviewable pursuant to paragraph 74.01(1)(a) and subsections 74.011(1) and 74.011(2) of the *Competition Act*;

BETWEEN:

COMMISSIONER OF COMPETITION

Applicant

– and –

ROGERS COMMUNICATIONS INC.

Respondent

NOTICE OF APPLICATION

TAKE NOTICE that the Commissioner of Competition (the “**Commissioner**”) will make an application (the “**Application**”) to the Competition Tribunal (the “**Tribunal**”) for an order pursuant to section 74.1 of the *Competition Act*, R.S.C. 1985, c. C-34, as amended (the “**Act**”), in respect of conduct reviewable pursuant to paragraph 74.01(1)(a) and subsections 74.011(1) and 74.011(2) of the Act.

AND TAKE NOTICE that the Commissioner relies on the following Statement of Grounds and Material Facts in support of this Application and on such further or other material as counsel may advise and the Tribunal may permit.

AND TAKE NOTICE that if you do not file a Response with the Registrar of the Tribunal within 45 days of the date upon which this Application is served upon you, the Tribunal may, upon application by the Commissioner and without further notice, make such order or orders as it may consider just, including the order sought in this Application.

THE ADDRESSES FOR SERVICE ARE:

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Attention: Jonathan Hood
Tanis Halpape
Irene Cybulsky
Kendra Wilson

APPLICATION

1. The Commissioner makes this Application pursuant to section 74.1 of the *Competition Act* (the “**Act**”) for:
 - a. A declaration that the Respondent, Rogers Communications Inc. (“**Rogers**”), has engaged in, and continues to engage in, reviewable conduct contrary to paragraph 74.01(1)(a) and subsections, 74.011(1) and 74.011(2) of the Act;
 - b. an order prohibiting Rogers from engaging in the reviewable conduct or substantially similar reviewable conduct in Canada for a period of ten years from the date of such order;
 - c. an order requiring Rogers to publish or otherwise disseminate notices of determinations made herein pursuant to paragraph 74.1(1)(b) of the Act in such manner and at such times as the Commissioner may advise and this Tribunal may permit;
 - d. an order requiring Rogers to pay such an administrative monetary penalty as the Tribunal deems appropriate;
 - e. an order requiring Rogers to pay an amount, not exceeding the total amounts paid to Rogers for the products in respect of which the reviewable conduct was engaged in, to be distributed among those persons to whom the products were sold, in an amount and manner to be assessed by the Tribunal;
 - f. costs; and
 - g. such further and other relief as the Commissioner may advise and this Tribunal may permit.

STATEMENT OF GROUNDS AND MATERIAL FACTS

I. OVERVIEW

1. Rogers has extensively promoted unlimited and infinite mobile data plans to millions of Canadians across Canada through advertising in a wide variety of marketing channels. In these representations, Rogers has made, and continues to make promises to consumers that their data will be unlimited, providing them with infinite possibilities.
2. Many of Rogers' representations promoting its infinite plans include representations that explain the benefits that consumers would enjoy by having data that is free from any limits. For example, from a Rogers video advertisement, internally titled "It's Big" we hear:

"Because we don't want to stream just one movie... We need every movie"

"And we're not just catching the game... We're sharing every goal, trade and stat"

"Because we like our data, like our tacos... All you can eat!"

"Rogers Infinite: it's data that goes on and on!"

"Infinite data for unlimited possibilities".

3. Rogers is misleading consumers by offering data plans that appear to be unlimited but actually have limits. The data is limited by a data cap. If customers reach the data cap, their high-speed data disappears for the rest of the month, and what remains is data whose speed is reduced by over 99%. When this happens, downloading a high-definition movie, which used to take minutes, will take hours.
4. By advertising limited data plans as if they were actually unlimited, Rogers has made, and is continuing to make representations to the public that are false or misleading in a material respect.

II. THE PARTIES

5. The Commissioner is an officer appointed by the Governor in Council under section 7 of the Act and is responsible for the administration and enforcement of the Act.
6. Rogers is a publicly traded Canadian communications and media company headquartered in Toronto, Ontario, that provides, among other services, wireless services. Wireless services are those services provided over a radio network permitting both voice and data communication.

III. ROGERS' DECEPTIVE MARKETING PRACTICES

7. Rogers has made, and continues to make, materially false or misleading representations to the Canadian public for the purposes of promoting the supply or use of wireless telecommunication services that offer “unlimited” or “infinite” data (“**Rogers Infinite Unlimited Plans**”) and related products, and its business interests more generally, contrary to paragraph 74.01(1)(a) as well as subsections 74.011(1) and 74.011(2) of the Act.
8. Specifically, Rogers has made, and continues to make, representations to the public that convey the materially false or misleading general impression that Rogers Infinite Unlimited Plans offer unlimited and infinite data, allowing consumers to use as much data as they want, free from data limits (“**Unlimited Data Representations**”). In fact, Rogers is providing plans whose high-speed data is limited to a defined amount (“**Data Cap**”) and thereafter data speeds reduced by over 99% (“**throttled**”).

The lead-up to the launch of Rogers Infinite Unlimited Plans

9. Prior to the introduction of Rogers Infinite Unlimited Plans, Rogers offered wireless plans with a Data Cap. After a consumer hit their Data Cap their data speed was not limited, however Rogers would charge them an

additional fee for any data used beyond their Data Cap (an “**Overage**”). Consumers who wanted to avoid being charged an Overage could, as they approached their Data Cap, purchase a data top up, which would allow them to continue to use a defined amount of data.

10. However, Rogers found that many consumers were restricting their wireless data usage. For instance, consumers were seeking and switching to wi-fi when possible to avoid “punitive” additional charges on top of their monthly plan costs. This affected Roger’s ability to earn more revenue from the sale of additional data or from the sale of upgraded wireless plans.
11. In or about 2019, Rogers started to look at the possibility of replacing its data plans with a different model. It considered various options, before ultimately settling on the approach of offering set amounts of data each month (which Rogers refers to internally as data buckets), and then throttling that data after the data bucket is empty.
12. However, rather than marketing the plans as involving data buckets and throttling, Rogers marketed these plans to Canadians as being “unlimited” plans offering “infinite data”. Rogers named the plans “Rogers Infinite”, and adopted an infinity loop as the logo of the plans.
13. At this time Canadians were familiar with other telecom offerings that were indeed unlimited, including those from Rogers, such as unlimited home internet and unlimited wireless talk and text.

Rogers Infinite Unlimited Plans

Representations to the public

14. Starting in June of 2019, Rogers launched an aggressive “high impact, high reach” multi-phase advertising campaign to promote its Rogers Infinite Unlimited Plans across Canada.

15. The campaign sought to establish at the outset the concept of “infinite data”, with a main message of “unlimited data is here”. The ads leaned heavily into the terms “unlimited” and “infinite”, as well as the infinity loop.



Figure 1: Star Metro Toronto Newspaper

16. Rogers went on to “blanket the country” with advertisements promising “unlimited data for infinite possibilities”. Representations were made using an array of different channels. Impressions, which indicate how many times consumers are exposed to a representation, were in the hundreds of millions. Rogers’ objective of the ads was to “sear it into people’s brains” and to “own” the concept of unlimited data.



Figure 2: Yonge and Dundas Square in Toronto

17. After the initial launch, representations were added to the advertisements that spoke about the benefits that consumers would get from having unlimited data. These representations reinforced the unlimited nature of the offering, and often encouraged greater data use. Representations include:
 - a. “ENTER A WORLD OF INFINITE DATA”, “WHERE MUSIC GOES ON AND ON”, “CONNECTIONS GO ON AND ON”, “MOVIES GO ON AND ON”, “SPORTS GO ON AND ON”, “ANYWHERE YOU GO”, “INTRODUCING UNLIMITED DATA FOR INFINITE POSSIBILITIES” “ROGERS Infinite”;
 - b. “Shop Rogers Infinite plans with infinite data”, “Data without limits”, “Enjoy infinite data on any 5G device. No limits, no restrictions, and no overages”;

- c. “Enjoy lightning fast streaming, gaming and sharing with a connection that keeps up with you, so you’ll never miss a beat while you’re on the go”; and
 - d. “Unlimited data that goes on and on and on and on and on and on and on”.
18. Rogers made the impugned representations through various channels, including television, radio, social media, online banner advertisements, in billboards, in malls, in live events, and even on public transit wraps. A few examples of the myriad representations include:



Figure 3: Edmonton LRT Transit Wrap

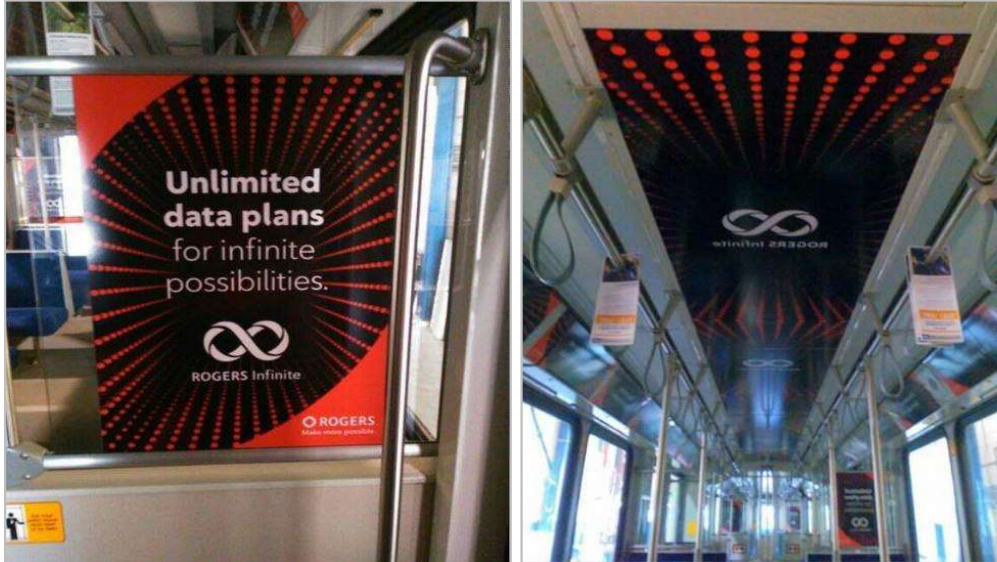
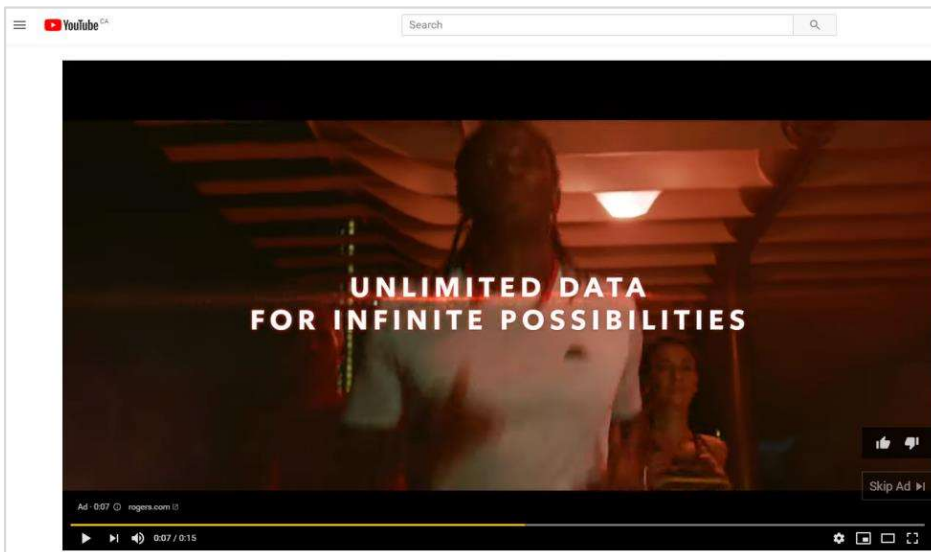


Figure 4: Edmonton LRT Transit



Figure 5: Mall Banners



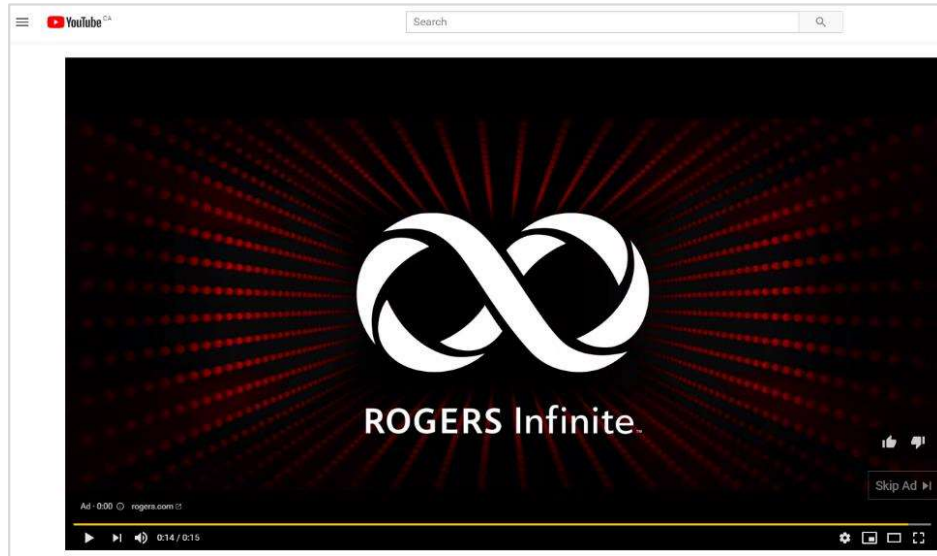


Figure 6: Two still images of a YouTube video advertisement



Figure 7: Transit Shelter Advertising in Toronto



Figure 8: Instagram Advertisement

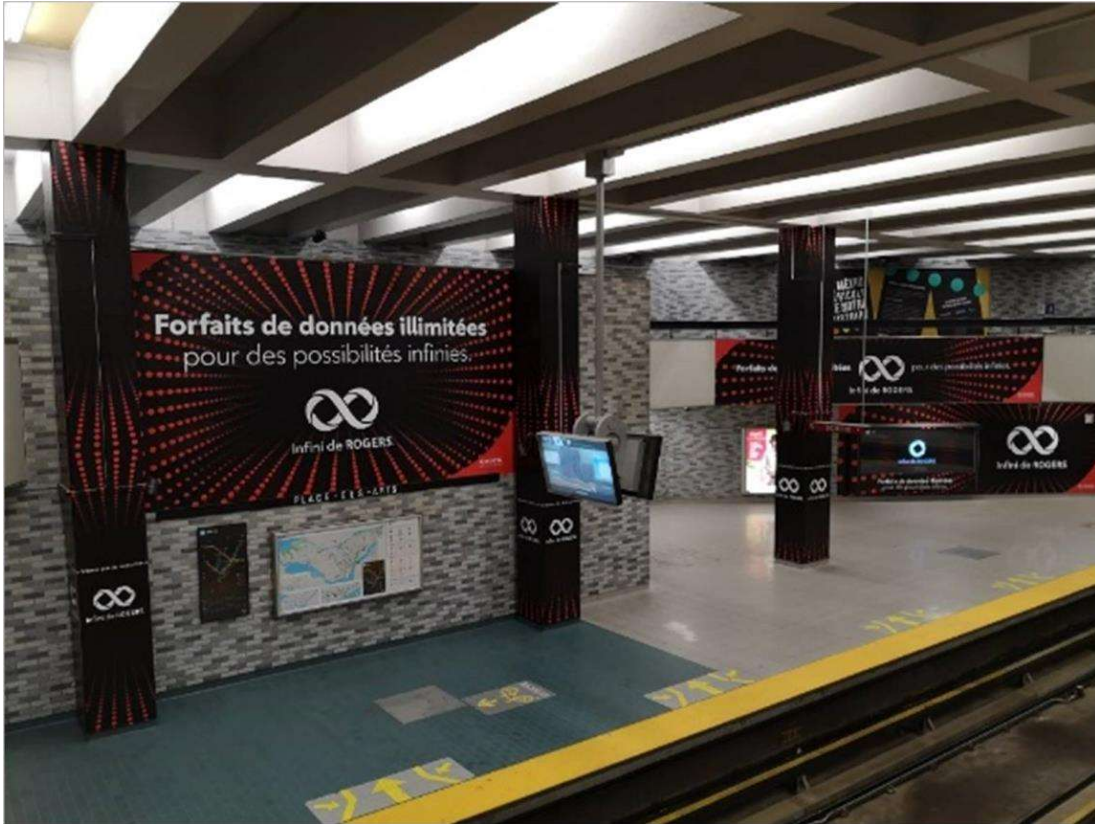


Figure 9: Place-des-Arts, Montreal




Figure 10: Screen Capture from Rogers Infinite advertisement during hockey game with audio “Say goodbye to data overages. Introducing Rogers Infinite. Unlimited data plans for infinite possibilities”.

19. Rogers made similar representations in both the subject line and body of promotional emails sent to consumers. For example, one email subject line read: “[Redacted Name], get Rogers Infinite and say bye to data Top Ups”. In another example, shown in Figure 11 below, the email states “Introducing ROGERS Infinite. Unlimited data plans for infinite possibilities. [Redacted Name] you’ve told us you want more data and less worrying about overage fees, and we’ve listened. With unlimited plans starting at \$75/mo, get ready to stream more, share more, and stay connected without ever worrying about overages again”. Rogers has sent many other emails that contain similar representations.

Unlimited data plans are now available at Rogers [View online](#)

Introducing



ROGERS Infinite.

Unlimited data plans for infinite possibilities.


When you've told us you want more data and less worrying about overage fees, and we've listened.


With unlimited plans starting at \$75/mo, get ready to stream more, share more, and stay connected without ever worrying about overages again. Plus, save \$10/mo. on each additional line you add to your Infinite plan.


Switch your plan today.


[Learn more](#)


Why Rogers?

 **Built for Sharing**
Rogers Infinite plans are built for more connections. Each line you add comes with a minimum 10GB of max speed data that can be shared across all of your lines - and with data that goes on and on, you'll never have to worry about overages again.


 **Upfront Edge.**
Get the latest phones at the lowest upfront costs with the new Upfront Edge Program.





 **Canada's most trusted network**
The Rogers network covers 97% of Canadians, with Extended Coverage to give you confidence to stay connected in even more places across Canada.

 **Roam Like Home**
Talk, text and use your plan's data just as you do at home for only \$7/day in the US and \$12/day in over 125 eligible international destinations.

 **ROGERS.**
Make more possible.

[MyRogers](#) ▶ | [Get support](#) ▶

 [Community Forums](#) ▶

[Contact Us](#) | [Unsubscribe](#) | [Privacy Policy](#) | [Store Locator](#) | [rogers.com](#)
Rogers Communications | One Mount Pleasant Road, Toronto, ON M4Y 2Y5
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[\[*\] See full details](#)

Figure 11: Email representation

Advertisements on Rogers' website

20. Rogers has also made numerous similar representations in advertisements on its website, rogers.com (the “**Website**”). For example, the following representations appeared on the Website:

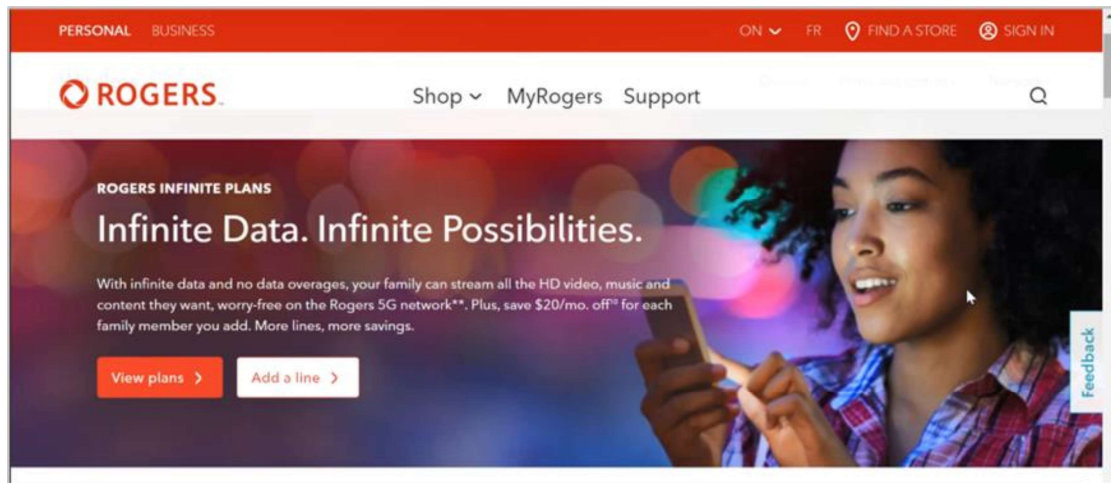


Figure 12: Still image of video capture of Rogers webpage (October 26, 2022)

21. Below the heading “ROGERS INFINITE PLANS”, the advertisement says in large text: “Infinite Data. Infinite Possibilities.” This is followed by further content including the sentence “With infinite data and no data overages, your family can stream all the HD video, music and content they want, worry-free on the Rogers 5G network**” (the asterisks are explained in paragraph 23 below). These representations reinforce the general impression that there are no limits and consumers can use as much data as they want.
22. If, rather than clicking on the “View plans” or “Add a line” links, a consumer chooses to scroll down on the page, they would encounter additional related representations as pictured in Figure 13. Under a graphic and a heading “Unlimited data”, the consumer sees “Rogers Infinite™ plans come with unlimited data and no data overages so you can stream worry-free...”. It is notable that the term “unlimited” appears side-by-side here in

two contexts - “Unlimited Data” and “Unlimited Calls & Texts”. On one hand, in the context of calls and texts users could make as many calls or texts as they like without limit, while on the other hand, in respect of data, the “unlimited data” is subject to a data limit.

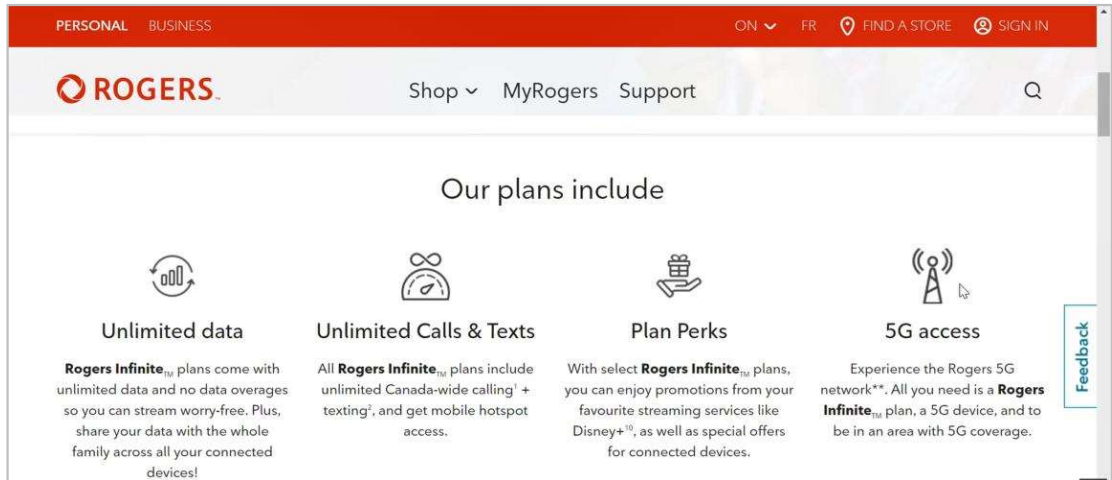


Figure 13: Still image of video capture of Rogers webpage, continued with scroll (October 26, 2022)

23. The asterisks in Figure 12 and paragraph 21 above do not go to anywhere that is immediately visible on the page. If a consumer scrolls past Figure 13 down to the bottom of this webpage on the Website and clicks a collapsed ribbon that reads “See full details” (Figure 14), the Website reveals a section of terms and conditions (the “**Terms and Conditions**”). The Terms and Conditions on the Website varied over time. The ones that were in effect at the time of the representations reproduced in Figure 12 and 13 are in Figure 15 below:

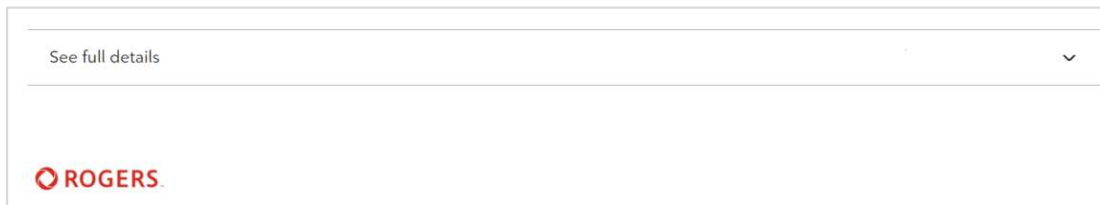


Figure 14: Still image of video capture of bottom of Rogers webpage, before “See full details” clicked and expanded (October 26, 2022)

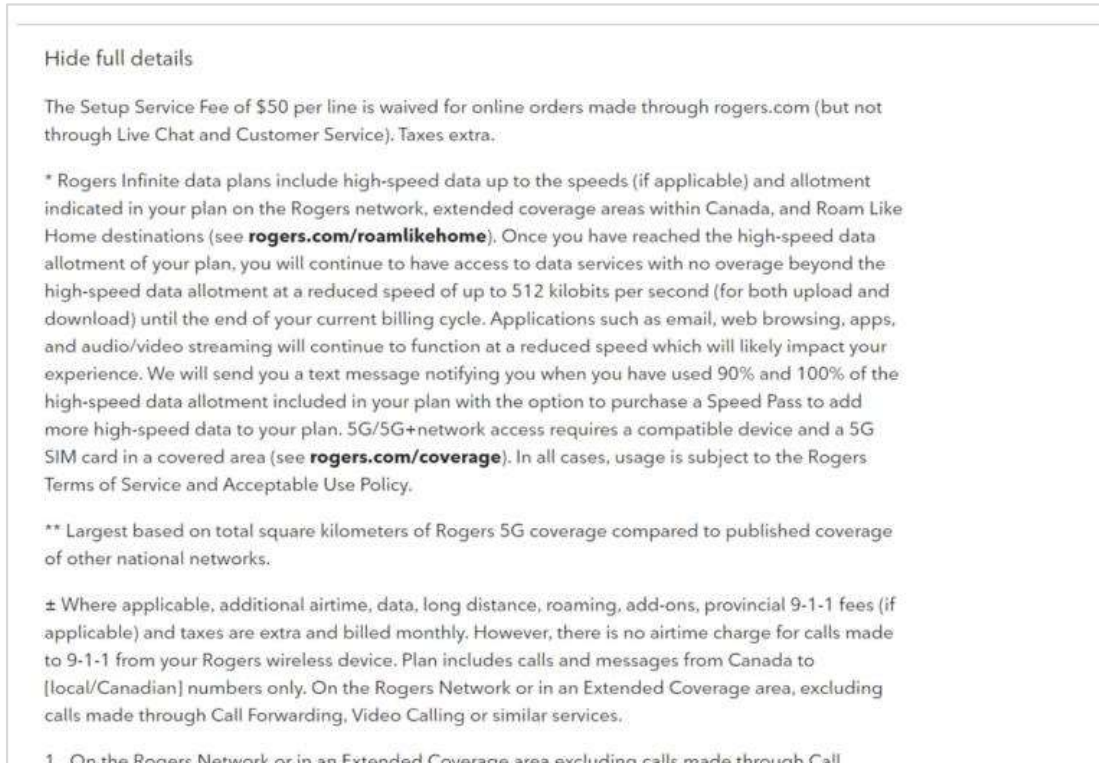


Figure 15: Excerpt of video capture of bottom of Rogers webpage, after “See full details” clicked and expanded (October 26, 2022)

Rogers Infinite Unlimited Plan Offerings on the Website

24. On the Website, Rogers makes a series of Unlimited Data Representations in relation to Rogers Infinite Unlimited Plans. These are in summarized tiles (“**Plan Tiles**”). An example is shown below this paragraph. The name of each plan (“**Plan Name(s)**”) is prominent at the top of the Plan Tile, and associated details of what is included are below the title in smaller font. Although the Plan Names have changed over time, they have always been anchored with the word “infinite” or “unlimited”. The Plan Names have included over time: “Unlimited data”, “Rogers Infinite”, “Infinite 25 GB”, “Infinite Extra” and “5G Infinite Essential”.

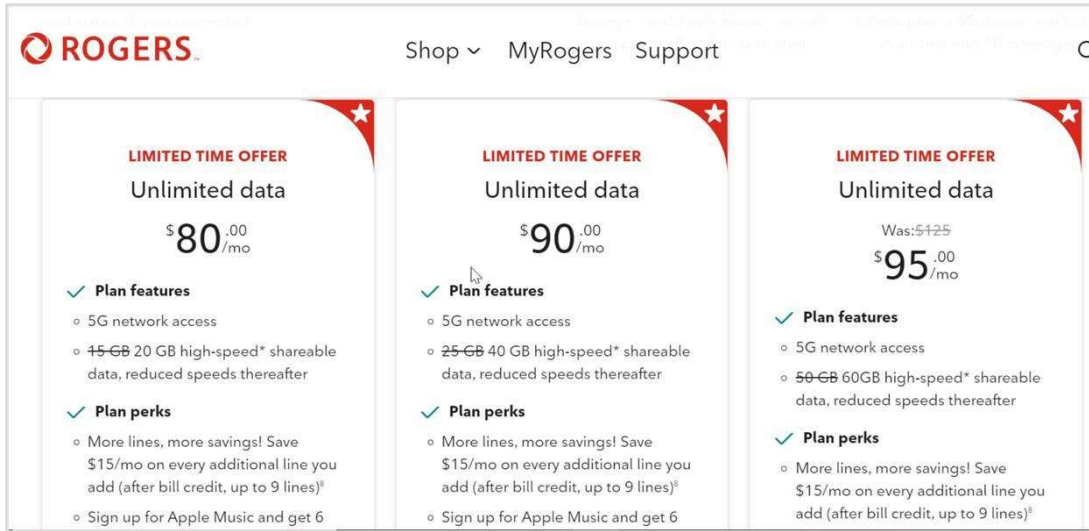


Figure 16: Still images of video capture of Rogers webpage (November 2, 2021)

25. The figure above shows an example of Plan Tiles on the Website. In the example above, the Plan Name is “Unlimited data”, below which is the plan price. In smaller font, under the bold heading “Plan features” are bullet points. The first bullet point refers to 5G network access, the second includes language regarding the “unlimited data” of the plan. Together, they indicate that the plan features 5G network access, with 20GB high-speed shareable data, reduced speed thereafter. The asterisk again does not go to anywhere that is immediately visible on the page, but is referencing the Terms and Conditions, visible only as described above, through scrolling to the bottom of the page and expanding the “See full details” ribbon.
26. Since at least the fall of 2022, Rogers has chosen to de-emphasize the Data Cap limitation by moving away from including a number of GBs in the title of the plans (e.g. Infinite 15 GB), to Plan Names such as “Infinite Essential”, “Infinite Extra” and “Infinite Lite”, as can be seen in the example below. In the small font bullets in each Plan Tile, the representation in this example has changed to say “75 GB at speeds up to 1 Gbps. Unlimited data at reduced speeds thereafter*”.

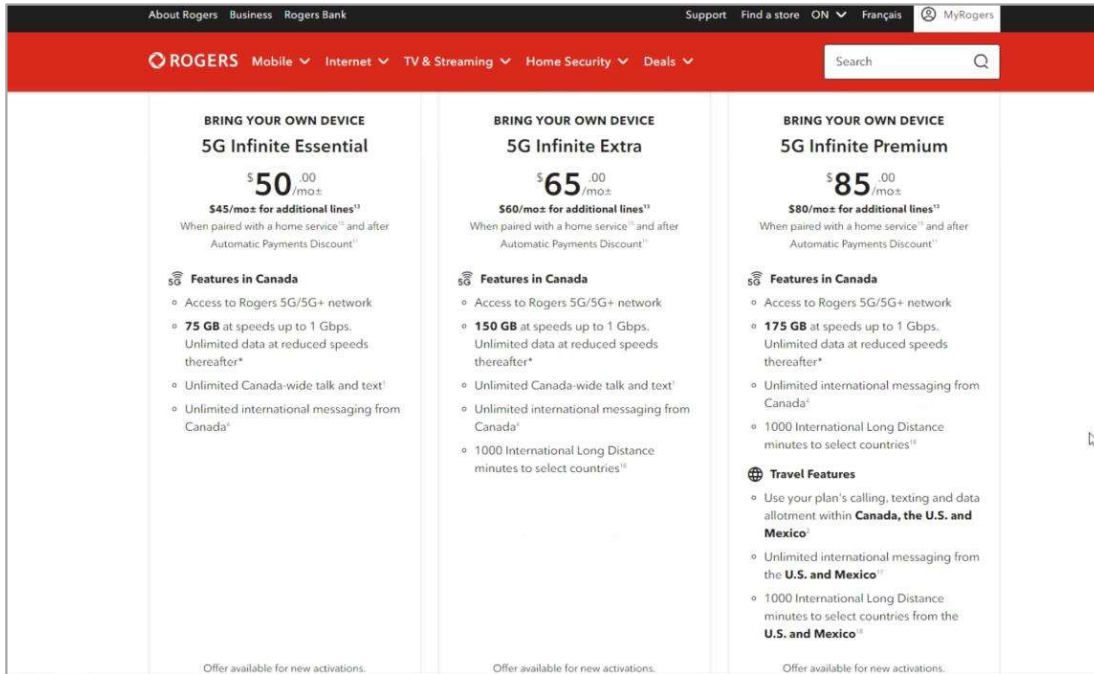


Figure 17: Still images of video capture of a more recent Rogers webpage, [rogers.com/plans](https://www.rogers.com/plans) (September 27, 2024)

27. While Rogers is fully aware of the extent to which the plans are throttled, nowhere in the Plan Tiles does it disclose the magnitude of the throttling. For example, the Plan Tiles do not disclose that the 5G/5G+ speeds will be reduced to speeds between roughly 500 to 2,000 times slower for plans with speeds of 250 Megabit per second (“Mbps”) and 1 Gigabit per second (“Gbps”) respectively, or that 1 Gbps would be throttled down to 0.000512 Gbps (512 Kilobits per second (“Kbps”)).
28. Similarly, should consumers note the language indicating that speeds will be reduced, they will not find an explanation in the Plan Tiles of the effect of the “reduced speeds” on the consumers’ experience, only that it will be impacted.
29. Rogers’ own internal records consider various speeds and associated functions. They show that speeds up to nearly six times higher than the throttled speed of 512 Kbps are considered useful only for “essential connectivity” and that significantly faster speeds are needed for activities

such as high-definition (“**HD**”) video streaming, video calling, cloud gaming or downloading large files, such as movies.

30. While there are asterisks on the Plan Tiles, they do not go to anywhere that is immediately visible on the page. As was the case for Figure 12, the consumer must scroll to the bottom of the webpage and click a collapsed ribbon that reads “*See full details*”, which then reveals a section of Terms and Conditions in fine print, within which the asterisks are eventually explained.
31. Consumers who read through the dense text can discover that, upon using up their plan’s Data Cap, their data speed will be reduced to a maximum of 512 Kbps (the “**Throttle Speed**”) until the end of the billing cycle, and that “*Applications such as email, web browsing, apps, and audio/video streaming will continue to function at a reduced speed which will likely impact your experience*”.

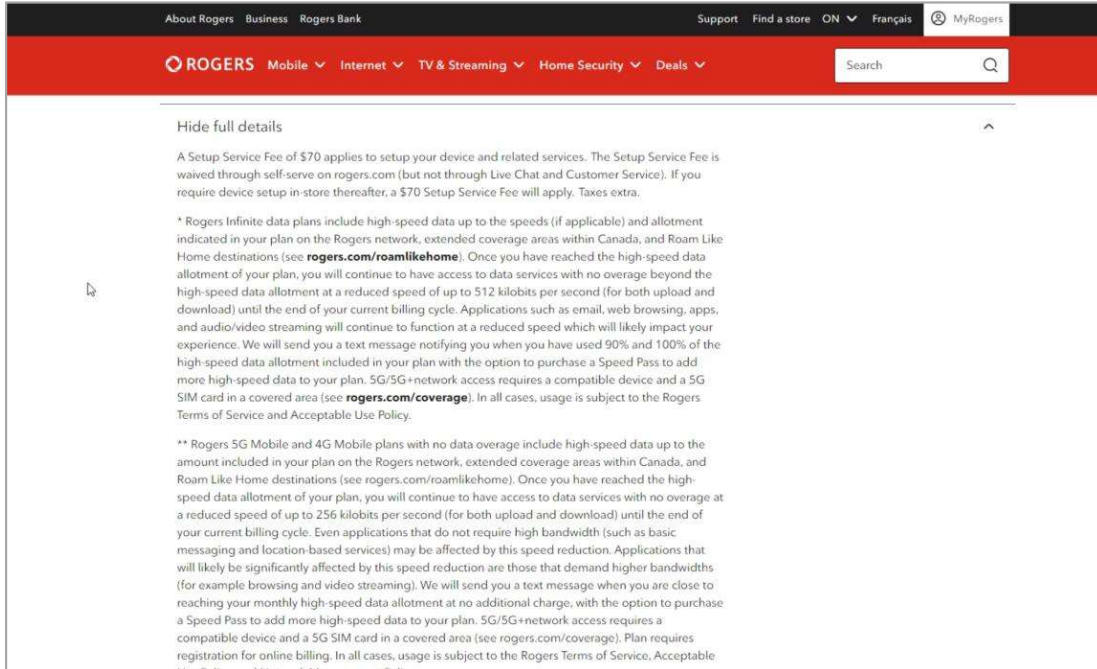


Figure 18: Still image of video capture of Rogers webpage, continued with scroll: bottom of webpage following clicking the ribbon called “See full details” (September 27, 2024)

32. These disclaimers are inadequate to alter the general impression conveyed by the representations promising unlimited and infinite data. To the extent that they are even noticed and read, they do not convey the extent or magnitude of the effect that this reduction has on a consumer’s experience.

Rogers Unlimited Data Representations are false or misleading

33. The literal meaning and the general impression conveyed by the word “unlimited” is very straightforward and aligns with the dictionary meaning: something that is not limited in any way or restricted in terms of number, quantity, or extent; infinite. The literal meaning and general impression of the word “infinite” is equally straightforward: limitless, endless in space, extent or size; impossible to measure. The fact that consumers understand these terms in much the same way when it comes to data was made known to Rogers in consumer research that it commissioned.

34. Rogers Infinite Unlimited Plans are not, and never have been unlimited or infinite. Instead, the data included with the plans is limited and finite in terms of quantity and quality by Roger's Data Caps and throttling.
35. Initially, Rogers restricted the trickle of throttled data to speeds of no more than 256 Kbps (or 0.000256 Gbps). It was later increased by Rogers to 512 Kbps (or 0.000512 Gbps) in response to competitive pressures. These speeds can be upwards of 2,000 times slower than the speeds available before being throttled.
36. Many operations that could be done quickly before the throttling, become difficult or virtually impossible after data is throttled. This fundamentally impacts the functionality of any application that requires high-speed data, such as streaming, video calling or cloud gaming. For example, Rogers indicates that downloading an HD movie takes 1 to 4 minutes at 1 Gbps to 250 Mbps respectively, but this will take over a day to download at 512 kbps. Contrary to the general impression conveyed by Rogers' representations, once throttled, consumers can no longer do all that they want to do with their data.

Promoting Rogers' business interests by stimulating use of data to drive upsells

37. Rogers made false or misleading representations to the public in order to promote the supply and use of its Rogers Infinite Unlimited Plans.
38. Roger's objectives for the creation of Rogers Infinite Unlimited Plans also included the goal of increasing the monetization of data by selling more of it to its customers. Rogers' representations often encouraged consumers to use more data, while at the same time telling customers not to worry about data Overage charges or data top-ups. In moving to the Rogers Infinite Unlimited Plans, Rogers capitalized on this sentiment, for example, it told consumers to "[...] stop eyeing your data usage and start

streaming more, surfing more, and sharing more, without any overages on an exclusive Rogers Infinite unlimited data plan. [...]”. This can result in consumers using up their data buckets and then receiving throttled data.

39. Rogers decided on the Throttle Speed for its Rogers Infinite Unlimited Plans to ensure that it would create a “painful” experience for consumers. Rogers expected this to encourage consumers to either buy more high-speed data for the rest of the month by purchasing what Rogers markets as a “**Speed Pass**”, or upgrade to a plan with a bigger data bucket.
40. To this end, Rogers sends notifications to Infinite customers who are approaching their Data Cap encouraging them to purchase a Speed Pass and/or suggesting that they upgrade to a Rogers Infinite Unlimited Plan with a larger data bucket. Consumers unable or unwilling to pay for more data have to wait until the beginning of their next billing cycle to get full functionality back in a way that allows them to do all that they want to do with their data.
41. Since the introduction of the Rogers Infinite Unlimited Plans, Rogers has sold millions of dollars worth of Speed Passes to Canadian consumers, and generated billions in revenues.

Disclaimers or other disclosures are insufficient to cure the false or misleading general impression

42. Rogers has made countless materially false or misleading representations to Canadians regarding Rogers Infinite Unlimited Plans that contained no disclaimers or disclosures of any kind.
43. As described above, there are limited disclosures about data amounts and reduced speeds in certain representations, such as Plan Tiles, as well as in disclaimers in the Terms and Conditions available at the bottom of the webpage containing the Plan Tiles on the Website. Rogers’ own

internal records indicate that most website visitors do not scroll to, and therefore read, the Terms and Conditions. Even if consumers do read the fine print, either on Rogers' Website, or in any other representation, it is inadequate to alter the general impression conveyed by the various representations promising infinite data.

The Unlimited Data Representations are Material

44. The Unlimited Data Representations had and continue to have a material influence on consumers' decisions to purchase Rogers Infinite Unlimited Plans. The representations provide consumers with comfort that they will have continual access to all the data they want so that they never have to worry about running out of data or having to pay for more.

IV. AGGRAVATING FACTORS

45. In May 2017, the Competition Bureau published the Deceptive Marketing Practices Digest Volume 3, which reminded telecommunication companies to avoid using the term "unlimited" if their products are restricted, limited or qualified in some way, and warned that disclaimers are often ineffective at altering or limiting the plain meaning of the representations, especially when used in a digital medium. Two years later, Rogers forged ahead with the exact strategy that the industry was warned not to use: marketing data as unlimited, even though it is limited, and relying on disclaimers on its Website to cure the deception.
46. The deceptive conduct described herein is aggravated by the factors referred to in subsection 74.1(5) of the Act, including (but not limited to) the following:
 - a. the **reach of the conduct within the relevant geographic market**: The Unlimited Data Representations were made across Canada on several platforms, accessible by all Canadians.

Rogers data shows that the representations made hundreds of millions of impressions.

- b. the **frequency and duration of the conduct**: Rogers has made, and continues to make, the Unlimited Data Representations on a daily basis from June 2019 to present, for a total of 5 years and 6 months.
- c. the **vulnerability of the class of persons likely to be adversely affected by the conduct**: Rogers was aware that most website visitors do not scroll to, and therefore few consumers would read the fine print containing pertinent details of the plan. In addition, Rogers targeted newcomers to Canada with advertising on a website geared to this cohort. Finally, at the time of launch, consumers had an understanding of unlimited services being unlimited, and were vulnerable to services masquerading as unlimited.
- d. the **materiality of any representation**: unlimited data is ranked as the feature with the highest stated interest and value amongst customers, therefore misrepresentation of a highly relevant aspect of a plan would have a meaningful impact on consumer behaviour.
- e. the **likelihood of self-correction in the relevant geographic market**: after the Competition Bureau's 2017 warning to the telecommunications industry about unlimited claims that are not unlimited, and despite testing that Rogers had commissioned that indicated consumer understanding did not match the reality of the plans, as well as executives' concerns about the public's perception that they are engaging in false advertising, Rogers nevertheless went ahead and began making the Unlimited Data Representations. After becoming aware of the Commissioner's

inquiry, Rogers made modest adjustments to its representations, but has not addressed the issue at the core of this matter – referring to data inappropriately as “unlimited” or “infinite” when in fact it is subject to limitations.

- f. **the effect on competition in the relevant market:** Rogers’ launch of the Rogers Infinite Unlimited Plans and Unlimited Data Representations was quickly followed by their competitors launching similar plans with representations about ‘unlimited’ data.
- g. **the gross revenue from sales affected by the conduct:** the gross revenue generated from the sales affected by the conduct is high. Not only was revenue derived from the sales of plans but also from Speed Pass sales, and plan upsell. As of the end of 2023, there were over 2.5 million consumers subscribed to Rogers Infinite Unlimited Plans, and Rogers has generated billions in revenue from those plans.
- h. **the financial position of the person against whom the order is made:** Rogers has a strong financial position, with consolidated total revenues of \$19.3 billion in 2023, \$15.4 billion in 2022, and \$14.7 billion in 2021.
- i. **the history of compliance with this Act by the person against whom the order is made:** Rogers has been the subject of two different inquiries under the Deceptive Marketing Practices provisions of the Act, one with a finding that Rogers (Chatr) made unsubstantiated performance claims contrary to paragraph 74.01(1)(b) of the Act and another inquiry that resulted in a registered consent agreement relating to premium text messaging conduct the Commissioner concluded was contrary to paragraph 74.01(1)(a) of the Act.

- j. **any other relevant factor:** Rogers was aware that the Unlimited Data Representations were misleading but nevertheless made and continued to make the representations.

V. RELIEF SOUGHT

47. The Commissioner claims the relief set out in paragraph 1, above.

VI. PROCEDURAL MATTERS

48. The Commissioner requests that this proceeding be conducted in English.
49. The Commissioner requests that this Application be heard in the City of Ottawa.

DATED AT Ottawa, this 22nd day of December 2024.

**Boswell,
Matthew**

Digitally signed by
Boswell, Matthew
Date: 2024.12.22
21:42:45 -05'00'

Matthew Boswell
Commissioner of Competition

For the purposes of the Application, service of all documents on the Commissioner may be served on:

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