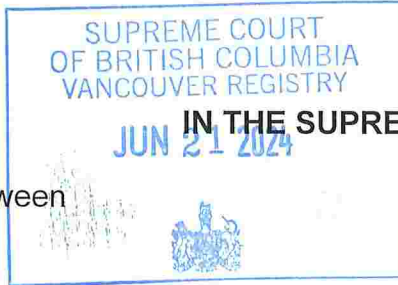


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No.  
Vancouver Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

DANNY KINDRED

PLAINTIFF

and

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**NOTICE OF CIVIL CLAIM**  
(Unlawful Pricing Practices)

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

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

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

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

- (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,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## THE PLAINTIFF'S CLAIM

### Part 1: STATEMENT OF FACTS

#### *Overview*

1. Consumers expect to pay the lowest price that a company represents a product will cost at a given time. Parliament has codified this principle through sections 52 and 54 of the *Competition Act*, RSC 1985, c C-34 (the "**Competition Act**") which require that service providers represent the full cost of a product up front and prohibit service providers from charging the higher of two different advertised prices for a product. These provisions ensure that service providers' pricing practices are fair, transparent and straightforward.

2. Through its website [camping.bcparks.ca](http://camping.bcparks.ca), BC Parks has engaged in conduct contrary to the *Competition Act* in its pricing of Booking Services. BC Parks represents a price for using its Booking Services to purchase Camping Reservations that is, unbeknownst to consumers, unattainable, and thereafter increases the purchase price once a consumer is prepared to purchase Camping Reservations through its Booking Services. BC Parks' practice of concealing the full cost of, and/or representing two different prices for, its Booking Services is unfair and in violation of Canadian law.

#### *The Parties*

3. The Plaintiff, Danny Kindred, is a resident of British Columbia. The Plaintiff purchased a Camping Reservation for three nights at Bear Creek Park through [camping.bcparks.ca](http://camping.bcparks.ca) on January 14, 2024 and was charged a Reservation Fee of \$6.00 per night that was not disclosed until the end of the purchasing process. In total, the Plaintiff paid \$41.00 per night for a total of \$123.90 (inclusive of tax).

4. The Plaintiff brings this action on his own behalf and on behalf of all individuals and legal persons in Canada who paid one or more Reservation Fees when purchasing a Camping Reservation through [camping.bcparks.ca](http://camping.bcparks.ca) from the date on which BC Parks began charging Reservation Fees in Canada until the date that this action is certified as a class proceeding (the "**Class**", "**Class Members**" and "**Class Period**").

5. The Defendant, His Majesty the King in Right of the Province of British Columbia, is the Provincial Crown of British Columbia, and is represented by the Attorney General

of British Columbia and has an address for delivery at P.O. Box 9290 Stn. Prov. Gov't., Victoria, British Columbia, V8W 9J7 (“**BC Parks**”).

### ***BC Parks’ Camping Reservations and Booking Services***

6. BC Parks is an agency of the Ministry of Environment and Climate Change Strategy and manages all 1,035 provincial parks in British Columbia. BC Parks operates the website [camping.bcparks.ca](https://camping.bcparks.ca), through which users can purchase camping reservations at provincial parks across the province (the “**Platform**”). Reservations sold through the Platform are the “**Camping Reservations**”. The access to and use of the Platform to purchase Camping Reservations constitutes the “**Booking Services**”. The supply and use of the Booking Services lasts from when users enter the Platform until users depart the Platform.

### ***The Reservation Fees***

7. On a date unknown to the Plaintiff but known to BC Parks, BC Parks began charging what BC Parks refers to as a “**Reservation Fee**” when using the Booking Services without disclosing these fees at the outset of the purchasing process.

### ***Purchasing Camping Reservations Through the Platform***

8. BC Parks offers a variety of Camping Reservations on [camping.bcparks.ca](https://camping.bcparks.ca), organized under categories including “Canoe”, “Cabin”, “Group”, “Backcountry” and “Canoe Circuit”. Once a user selects a type of reservation, the user is required to input their desired park location, arrival and departure dates, and equipment.

9. After a user enters the required information and clicks “Search”, the user is brought to a webpage with a map and a list of campsites to reserve. When a user selects a campsite, BC Park represents the nightly fees to reserve that campsite using the Booking Services (the “**First Price**”). For example, the First Price to reserve campsite “E1” at Cultus Lake Provincial Park from May 28-29, 2024 is \$35.00. Notwithstanding BC Parks’ representation under the First Price that “Additional fees or discounts may apply”, BC Parks charges a Reservation Fee for each purchase of Camping Reservations on the Platform.

**Entrance Bay**

Find the perfect campsite with filters | Filters | Notify Me (Receive alerts when campsites become available)

Map | List | Calendar

Available

**E1**  
Nightly Fees \$35.00  
Additional fees or discounts may apply.

Available Dates | Reserve

Allowed Equipment | Max Capacity: 8

Filter Your Results  
 Show available campsites only

Info Dates

10. After a user clicks “Reserve”, the user is brought to another webpage and asked to confirm their reservation details. No price representations are made on this webpage.

11. After a user clicks “Confirm Reservation Details”, the user is taken to another webpage titled “Checkout”. On this webpage, BC Park represents, for the first time, that the user will be charged a Reservation Fee.

BRITISH COLUMBIA BC Parks | Sign in | System Time | 1 Item Cart

Reservations

### Shopping Cart

All reservations in your shopping cart will be held for 15 minutes or until the reservation has been paid for.

[Add Another Reservation](#)

#### Reservations

**B1** Tue, May 28 - Wed, May 29, 2024  
E1 - Cultus Lake Provincial Park

Entrance Bay	1 Night	1 x \$35.00 CampFee-35*	\$35.00
		1 x \$6.00 ReservationFee	\$6.00
Subtotal			\$41.00

[Edit Reservation](#) | [Remove Reservation](#)

**TOTAL (CAD) \$41.30**

Total is estimated, taxes included. Additional fees or discounts may apply.  
\*Taxes Included

[Proceed to Checkout >](#)

12. In this example, instead of charging only the represented First Price of \$35.00 per night to reserve a one-night reservation at campground “E1” at Cultus Lake Provincial

Park with the Booking Services, BC Parks also charges a Reservation Fee of \$6.00, as well as tax on the Reservation Fee, for a total of \$41.30 (the “**Second Price**”).

13. After the user clicks “Proceed to Checkout”, the user is required to create or sign into an account (unless the user is already signed in) and provide additional details about their reservation, including information about the occupants, the size of the party, vehicle information, and whether the user is purchasing add-ons. After entering these details, the user is taken to a webpage titled “Payment” where BC Parks again represents the Second Price.

The screenshot shows the BC Parks website's payment interface. At the top, the BC Parks logo is on the left, and user information (Welcome, [redacted]), system time, and a cart icon (1 Item) are on the right. Below the navigation bar, the page title is "7 Payment".

The page is divided into two main sections: "Credit Card" and "Your Cart".

**Credit Card Section:**

- Cardholder Information:** Includes fields for Card #, Name on Card, MM, YYYY, and Security Code. There are icons for Mastercard, VISA, and American Express.
- Billing Address:** Includes fields for Country (Canada), Street Address, Unit (Optional), Postal/Zip Code, City, and Province/State (British Columbia).
- At the bottom left of this section is a "Secure Payment" icon.

**Your Cart Section:**

Item	Price
Regular Rate	\$41.00
1 x \$35.00 CampFee-35*	\$35.00
1 x \$6.00 Reservation Fee	\$6.00
<b>Total (CAD)</b>	<b>\$41.30</b>
Tax	\$0.30
*Inclusive Tax	\$1.67

At the bottom right of the page is a green "Apply Payment" button.

### ***BC Parks' Misconduct***

14. At all material times, BC Parks represented and clearly expressed that the Booking Services were available at the First Price. BC Parks represented and clearly expressed the First Price on the Platform, which constitutes a point-of-purchase display.

15. At all material times, BC Parks also represented and clearly expressed that the Booking Services were available at the Second Price. BC Parks represented and clearly expressed the Second Price on the Platform, which constitutes a point-of-purchase display.

16. At all material times, the Booking Services were not available at the First Price due to the addition of the Reservation Fee, which constitutes a fixed obligatory charge and/or fee imposed by BC Parks.

17. At all material times, BC Parks represented two different prices for the Booking Services.

18. BC Parks did not represent the Reservation Fee or the Second Price at the time it represented the First Price to users. At all material times, the Second Price exceeded the First Price. At all material times, BC Parks charged, and users paid, the Second Price.

19. At all material times, BC Parks represented the First Price and the Second Price at different stages of the same purchasing process. BC Parks did not add an additional service element when it added the Reservation Fee. The Booking Services remained the same product at every stage of the purchasing process.

20. BC Parks' representation of the First Price was false or misleading because users were never able to pay the First Price but instead had to pay the higher Second Price.

21. At all material times, BC Parks knew or was reckless or willfully blind to the fact that representing that the Booking Services would cost the First Price when these products were not available at the First Price was false or misleading in a material respect.

22. BC Parks entered into contracts with the Plaintiff and Class Members for the sale and supply of the Booking Services. BC Parks has been enriched by the receipt of some, or all, of the price paid by the Plaintiff and Class Members and received by BC Parks, directly or indirectly, for the Booking Services. The Plaintiff and Class Members have suffered a corresponding deprivation of this same amount.

### ***Harm to the Plaintiff and Class Members***

23. As a result of BC Parks' breach or breaches of the *Competition Act*, the Plaintiff and Class Members suffered loss and/or damage in an amount equal to the difference between the First Price (multiplied by the number of nights being reserved) and the Second Price. This difference is composed of the Reservation Fees, plus taxes on the Reservation Fees, paid by the Plaintiff and Class Members during the Class Period.

24. Due to BC Parks' representations that the Booking Services were available at the First Price, the Plaintiff and Class Members obtained less value than they had expected to obtain after having viewed the First Price because the Booking Services were unattainable at the First Price and could only be purchased at the Second Price.

### **Part 2: RELIEF SOUGHT**

25. The Plaintiff claims on his own behalf and on behalf of other members of the Class:

- a) an order certifying this action as a class proceeding under the *Class Proceedings Act*, RSBC 1996, c 50 (the "***Class Proceedings Act***");
- b) a declaration that BC Parks has engaged in conduct contrary to Part VI of the *Competition Act*;
- c) damages under section 36 of the *Competition Act* in the amount of the Reservation Fees, plus tax on the Reservation Fees, paid by the Plaintiff and Class Members during the Class Period;
- d) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- e) a declaration that BC Parks has been unjustly enriched by the receipt of some, or all, of the price paid by the Plaintiff and Class Members and received by BC Parks, directly or indirectly, for the Booking Services;
- f) an order that BC Parks account for and make restitution to the Plaintiff and Class Members equal to the amount by which BC Parks is found to have been unjustly enriched;

- g) pre-judgment and post-judgment interest under the *Court Order Interest Act*, RSBC 1996, c 79 (the “***Court Order Interest Act***”); and
- h) such further and other relief as this Honourable Court may deem just.

### **Part 3: LEGAL BASIS**

26. The Plaintiff and Class Members plead and rely on the *Competition Act*, the *Class Proceedings Act*, the *Limitation Act*, SBC 2012, c 13, the *Limitation Act*, RSBC 1996, c 266, the *Court Order Interest Act*, the Supreme Court Civil Rules, BC Reg 168/2009 and related enactments.

#### ***Competition Act***

27. The *Competition Act* applies to business transacted in Canada. BC Parks has breached sections 52 and/or 54 of the *Competition Act*, as amended from time to time.

28. The Booking Services constitute a “product” within the meaning of sections 2, 52 and 54 of the *Competition Act*.

#### ***Competition Act – Section 52***

29. Section 52 of the *Competition Act* prohibits false or misleading representations.

30. Section 52(1.3) of the *Competition Act* prescribes that making a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation. This conduct is known as drip pricing.

31. From a date unknown to the Plaintiff but known to BC Parks, BC Parks breached section 52(1.3) of the *Competition Act* by representing that the Booking Services were available at the First Price when BC Parks knew or was reckless or willfully blind to the fact that this representation was false or misleading in a material respect.

32. BC Parks’ representations that the Booking Services were available at the First Price were false or misleading in a material respect because the Booking Services were not attainable at the First Price due to the addition of the Reservation Fee, which constitutes a fixed obligatory charge and/or fee.



33. This conduct was done for the purpose of promoting, directly or indirectly, the supply or use of the Booking Services and BC Parks' business interests in attracting customers to use the Booking Services.

34. The First Price was represented on a point-of-purchase display or was otherwise made available to members of the public.

35. As a result of BC Parks' breach of section 52 of the *Competition Act*, the Plaintiff and Class Members suffered loss and/or damage. In particular, by paying the Second Price for the Booking Services, the Plaintiff and Class Members obtained less value than they had expected to obtain after having viewed the First Price because the Booking Services were unattainable at the First Price and could only be purchased at the Second Price.

#### ***Competition Act – Section 54***

36. Section 54 of the *Competition Act* prohibits the supply of a product at a price that exceeds the lowest of two or more prices which are clearly expressed on, *inter alia*, a point-of-purchase display. This conduct is referred to as double ticketing.

37. BC Parks clearly expressed both the First Price and the Second Price on the point-of-purchase displays on the Platform and supplied the Booking Services at the Second Price, which exceeded the First Price.

38. BC Parks at all times controlled how prices were displayed on the point-of-purchase displays on the Platform, and BC Parks at all times knew or was reckless or willfully blind to its representation of two different prices for the same product.

39. The Plaintiff and Class Members were entitled to pay BC Parks only the First Price (multiplied by the number of nights being reserved) for the Booking Services.

#### ***Unjust Enrichment***

32. As set out above, BC Parks has been unjustly enriched by the amounts received from the Plaintiff and Class Members, directly or indirectly, through the sale of the Booking

Services. The Plaintiff and Class Members have suffered a corresponding deprivation of this same amount.

33. There is no juristic reason for BC Parks to retain these benefits as the contracts between BC Parks and the Plaintiff and Class Members are illegal, void and/or voidable due to BC Parks' breaches of sections 52(1.3) and/or 54 of the *Competition Act*.

### ***Damages***

40. As a result of BC Parks' breaches of sections 52 and/or 54 of the *Competition Act*, the Plaintiff and Class Members suffered loss and/or damage and are entitled to damages in an amount equal to the Reservation Fees, plus taxes on the Reservation Fees, paid by them during the Class Period.

41. Further or in the alternative, the Plaintiff and Class Members are entitled to restitution for the benefits received from them by BC Parks, directly or indirectly, on account of the sale of the Booking Services in Canada.

### ***Limitation Period***

42. Class Members who paid a Reservation Fee to BC Parks on or after June 1, 2013 plead and rely on section 8(d) of the *Limitation Act*, SBC 2012, c 13 to postpone the running of the limitation period. Class Members who paid a Reservation Fee to BC Parks on or before May 31, 2013 plead and rely on section 6(4) of the *Limitation Act*, RSBC 1996, c 266 to postpone the running of the limitation period. Class Members could not have reasonably known that a claim existed against BC Parks until the date on which this Notice of Civil Claim was filed. The limitation period for Class Members' claims began to run, and was tolled by virtue of section 39(1) of the *Class Proceedings Act*, on the date on which the Plaintiff commenced this action.

### ***Service on the Defendant***

43. The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on BC Parks pursuant to section 10 of the *Court Jurisdiction And Proceedings Transfer Act*, SBC 2003, c 28 (the "**CJPTA**") because there is a real and substantial connection

between British Columbia and the facts alleged in this proceeding pursuant to subsections 10(e)(i) and/or (h) of the *CJPTA* as this action concerns:

- a) contractual obligations that to a substantial extent were to be performed in British Columbia (section 10(e)(i) of the *CJPTA*); and/or
- b) a business carried on in British Columbia (section 10(h) of the *CJPTA*).

Plaintiff's address for service:

Slater Vecchio LLP  
1800 - 777 Dunsmuir Street  
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

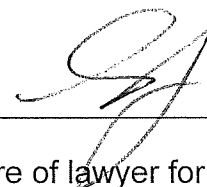
Email address for service: [service@slatervecchio.com](mailto:service@slatervecchio.com)

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street  
Vancouver, BC  
V6Z 2E1

Date: June 17, 2024



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Signature of lawyer for plaintiff

Anthony A Vecchio KC  
Sam Jaworski  
Justin Giovannetti  
Slater Vecchio LLP

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

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

## Appendix

*[The following information is provided for data collection purposes only and is of no legal effect.]*

### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

This is a proposed class proceeding regarding BC Parks' pricing practices.

### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

*[Check one box below for the case type that best describes this case.]*

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: THIS CLAIM INVOLVES:**

*[Check all boxes below that apply to this case]*

a class action

maritime law

aboriginal law

constitutional law

conflict of laws

none of the above

do not know

**Part 4:**

*Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28

*Limitation Act*, SBC 2012, c 13

*Court Order Interest Act*, RSBC 1996, c 79

*Competition Act*, RSC 1985, c C-34