SCC Court File No: 37722

IN THE SUPREME COURT OF CANADA
[On Appeal from the Ontario Court of Appeal]

B E T W E E N:

TELUS COMMUNICATIONS INC.

APPELLANT
(Appellant)

- and -

AVRAHAM WELLMAN

RESPONDENT
(Respondent)

- and -

ATTORNEY GENERAL OF BRITISH COLUMBIA, ADR CHAMBERS INC., THE CANADIAN CHAMBER OF COMMERCE, THE CONSUMERS COUNCIL OF CANADA, THE PUBLIC INTEREST ADVOCACY CENTRE, THE CANADIAN FEDERATION OF INDEPENDENT BUSINESS, THE SAMUELSON-GLUSHKO CANADIAN INTERNET POLICY AND PUBLIC INTEREST CLINIC AND THE CONSUMERS' ASSOCIATION OF CANADA

INTERVENERS

FACTUM OF THE INTERVENER, SAMUELSON-GLUSHKO CANADIAN INTERNET POLICY AND PUBLIC INTEREST CLINIC

Pursuant to Rule 42 of the Rules of the Supreme Court of Canada

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Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic (CIPPIC)
University of Ottawa, Faculty of Law
57 Louis Pasteur St., Ottawa, ON, K1N 6N5

Marina Pavlović
Tel: (613) 562-5800 x 2675
Email: Marina.Pavlovic@uOttawa.ca

Cynthia Khoo
Tel: (437) 886-5864
Email: ckhoo@cynthiakhoo.ca

Counsel for the Intervener

Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic (CIPPIC)
University of Ottawa, Faculty of Law
57 Louis Pasteur St., Ottawa, ON, K1N 6N5

David Fewer
Tel: (613) 562-5800 x 2558
Fax: (613) 562-5417
Email: dfewer@uottawa.ca

Agent for the Intervener

TO: **THE REGISTRAR**

COPY TO:

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3

D. Geoffrey Cowper, Q.C.
Gerald L.R. Ranking
Andrew Borrell
Alexandra Mitretodis

Tel: (604) 631-3131
Fax : (604) 632-3232
Email: gcower@fasken.com

Counsel for the Appellant,
TELUS Communications Inc.

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
55 Metcalfe Street, Suite 1300
Ottawa, ON, K1P 615

Sophie Arseneault

Tel: (613) 236-3882
Fax: (613) 230-6423
Email: sarseneault@fasken.com

Agent for the Appellant,
TELUS Communications Inc.

AND TO:

ROCHON GENOVA LLP
Barristers & Solicitors
121 Richmond Street West, Suite 900
Toronto, ON, M5H 2K1

Joel P. Rochon
Peter Jervis

Tel: 416 548 9874
Fax: 416 363 0263
Email: jrochon@rochongenova.com

Counsel for the Respondent,
Avraham Wellman

SUPREME ADVOCACY LLP
100 - 340 Gilmour Street
Ottawa, ON, K2P 0R3

Marie-France Major

Tel: (613) 695-8855 Ext: 102
Fax: (613) 695-8580
Email: mfmajor@supremeadvocacy.ca

Agent for the Respondent,
Avraham Wellman

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3

D. Geoffrey Cowper, Q.C.
Gerald L.R. Ranking
Andrew Borrell

Tel: (604) 631-3131
Fax : (604) 632-3232
Email: gcower@fasken.com

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
55 Metcalfe Street, Suite 1300
Ottawa, ON, K1P 615

Yael Wexler

Tel: (613) 696-6860
Fax: (613) 230-6423
Email: ywexler@fasken.com

Counsel for the Appellant,
TELUS Communications Company, TELE-MOBILE Company

BENNETT JONES LLP
One First Canadian Place
Suite 3400, PO Box 130
Toronto, ON, M5X 1A4

Michael A. Eizenga
Andrew Little
Ranjan Agarwal
Charlotte Harman

Tel: (416) 863-1200
Fax: (416) 863-1716
Email: eizengam@bennettjones.com

Agent for the Appellant,
TELUS Communications Company, TELE-MOBILE Company

BENNETT JONES LLP
World Exchange Plaza
1900-45 O'Connor Street
Ottawa, ON, K1P 1A4

Mark Jewett

Tel: (613) 683-2328
Fax: (613) 683-2323
Email: jewettm@bennettjones.com

Counsel for the Intervener,
ADR Chambers Inc.

McCARTHY TETRAULT LLP
Suite 5300
Toronto Dominion Bank Tower
Toronto, ON, M5K 1E6

Brandon Kain

Agent for the Intervener,
ADR Chambers Inc.

GOWLING WLG (Canada) LLP
2600 - 160 Elgin Street
P.O. Box 466, Stn. A
Ottawa, ON, K1P 1C3

Matthew Estabrooks

Adam Goldenberg
Ljiljana Stanic

Tel: (416) 601-8200
Fax: (416) 868-0673
Email: bkain@mccarthy.ca

Counsel for the Intervener,
Canadian Chamber of Commerce

SOTOS LLP
180 Dundas Street West, Suite 1200
Toronto, ON, M5G 1Z8

Mohsen Seddigh
Daniel Hamson

Tel: (416) 572-7320
Fax: (416) 977-0717
Email: mseddigh@sotosllp.com

Counsel for the Intervener,
Consumers Council of Canada

SOTOS LLP
180 Dundas Street West, Suite 1200
Toronto, ON, M5G 1Z8

Mohsen Seddigh
Daniel Hamson

Tel: (416) 572-7320
Fax: (416) 977-0717
Email: mseddigh@sotosllp.com

Counsel for the Intervener,
Public Interest Advocacy Centre

CANADIAN FEDERATION OF INDEPENDENT BUSINESS (CFIB)
National Affairs and Partnerships
1202 - 99 Metcalfe Street
Ottawa, ON, K1P 6L7

Tel: (613) 786-8695
Fax (613) 563-9869
Email: matthew.estabrooks@gowlingwlg.com

Agent for the Intervener,
Canadian Chamber of Commerce

CAZASAIKALEY LLP
220 Laurier Avenue West
Ottawa, ON, K1P 5Z9

Alyssa Tomkins

Tel: (613) 565-2292
Fax: (613) 565-2087
Email: atomkins@plaideurs.ca

Agent for the Intervener,
Consumers Council of Canada

CAZASAIKALEY LLP
220 Laurier Avenue West
Ottawa, ON, K1P 5Z9

Alyssa Tomkins

Tel: (613) 565-2292
Fax: (613) 565-2087
Email: atomkins@plaideurs.ca

Agent for the Intervener,
Public Interest Advocacy Centre

Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic (CIPPIC)
University of Ottawa, Faculty of Law
57 Louis Pasteur Street
Ottawa, ON, K1N 6N5

Anthony Daimsis

Tel: (613) 562-5800 Ext: 2558
Fax: (613) 562-5124
Email: adaimsis@uottawa.ca

Counsel for the Intervener,
Canadian Federation of Independent Business (CFIB)

SISKINDS LLP
100 Lombard Street
Suite 302
Toronto, ON, M5C 1M3

David Fewer

Tel: (613) 562-5800 x 2558
Fax: (613) 562-5417
Email: dfewer@uottawa.ca

Agent for the Intervener,
Canadian Federation of Independent Business (CFIB)

331 Somerset Street West
Ottawa, ON, K2P 0J8

Daniel Bach
Elizabeth deBoer
Tyler Planeta

Tel: (416) 594-4376
Fax: (416) 594-4377
Email: daniel.bach@siskinds.com

Counsel for the Intervener,
Consumers' Association of Canada

Michael J. Sobkin

Tel: (613) 282-1712
Fax: (613) 288-2896
Email: msobkin@sympatico.ca

Agent for the Intervener,
Consumers' Association of Canada

ATTORNEY GENERAL OF BRITISH COLUMBIA
1001 Douglas Street, 3rd floor
Legal Services Branch
Victoria, B.C, V8W 9J7

Jonathan Eades
James Leo Maxwell

Tel: (250) 387-2789
Fax: (250) 953-3557
Email: jonathan.eades@gov.bc.ca

Counsel for the Intervener,
Attorney General of British Columbia

NOEL & ASSOCIÉS
111, Rue Champlain
Gatineau, Q.C, J8X 3R1

Pierre Landry

Tel: (819) 771-7393
Fax: (819) 771-5397
Email: p.landry@noelassocies.com

Agent for the Intervener,
Attorney General of British Columbia

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PART I – OVERVIEW

1. CIPPIC invites the Court to consider the important implications of this case for access to procedural and substantive justice not only for consumers, but also for other similarly situated parties, such as small businesses, prosumers, franchisees, and employees.
2. The digitization of society and increasing reliance on non-negotiated standard form contracts have exacerbated existing power imbalances between consumers and large corporations. Enforcement of arbitration clauses in standard form contracts involves issues at the intersection of contract law, the *Arbitration Act*, the *Consumer Protection Act*, and the *Class Proceedings Act*. However, this complex governing legal framework is inadequate and does not reflect the realities of the digital marketplace or today's digital society. Enforcing arbitration clauses in contracts involving a high number of diffuse parties with common disputes against one large party prohibits class proceedings, disassembles systemic issues into individual disputes and effectively extinguishes a growing swath of consumer and other substantive rights.
3. While section 7(5) of the *Consumer Protection Act* invalidates the use of pre-dispute arbitration clauses in consumer contracts covered by the *Act*, the same protection does not extend to (a) emerging consumer issues that the *Act* does not address, such as privacy; and (b) other parties such as small and medium enterprises (SMEs) and "prosumers" (hobbyists or freelancers), that experience vulnerability, power imbalances, and informational asymmetry as consumers do.
4. In the Statement of Argument below, Section A contextualizes the contemporary ubiquity of standard form contracts alongside the rise of the digital society. Section B discusses how arbitration clauses harm access to justice in consumer contracts, considerations critical to understanding the position of small businesses in this case. Section C extends consumer protection principles to other relationships that also embody power differentials and information asymmetry, and ought to be afforded similar procedural protections. Section D concludes the factum with an invitation for the Court to endorse closer scrutiny of enforcing arbitration clauses in non-negotiated standard form contracts involving parties of unequal bargaining power.

PART II – POSITION ON APPELLANT'S QUESTION

5. CIPPIC does not directly take a position on whether s 7(5) of the *Arbitration Act* permits a court to

refuse to stay the claims of business customers who signed an arbitration agreement. However, CIPPIC submits that public policy and access to justice principles dictate non-enforcement of arbitration clauses in standard form contracts involving parties similarly situated to consumers.

PART III – STATEMENT OF ARGUMENT

A. Rise of digitized society has resulted in standard form contracts becoming pervasive and exacerbating pre-existing power imbalances

6. Digitization is transforming society and changing how we communicate, learn, work and obtain services. Participation in the digital economy and society today is almost exclusively conditional on accepting the terms of standard form contracts.[1] The scale and volume of interactions have transformed such contracts into necessary tools for regulating relationships. For businesses—contract "drafters"[2]—these contracts provide an efficient and cost effective tool to manage risk and contract with a large number of users of their goods or services without adding transaction costs of negotiating the contract terms for every single transaction. For users—"recipients" [3] or "contract takers"[4]—these contracts have become a condition of access to needed goods and services.

7. As a business risk management tool,[5] standard form contracts have migrated from the commercial environment to the consumer environment. In the commercial environment, where parties have (relatively) equal bargaining power and the resources to assess transactional, economic and legal risk, standard form contracts are nonetheless often short and standardized, such as a two-page bill of lading.[6] The consumer environment, however, features significant power and information differentials between parties. As this Court noted in *Douez v Facebook*, "individual consumers in this context are faced with little choice but to accept [these contracts] […] presented to consumers on a 'take-it-or-leave-it' basis."[7] Consumers are not able to negotiate the terms or to meaningfully

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[1] Also known as "contracts of adhesion" or "boilerplate contracts". Marina Pavlovic, "Consumer Rights in a Radically Different Marketplace" (4 June 2018) *Policy Options* [Pavlovic, "Consumer Rights"].

[2] Omri Ben-Shahar, *Boilerplate: the foundation of Market Contracts*, (New York: Cambridge University Press, 2007) at 1 [Ben-Shahar].

[3] Margaret Jane Radin, *Boilerplate: The Fine Print, Vanishing Rights, and the Rule of Law,* (Princeton: Princeton University Press, 2013) at 9 [Radin, *Boilerplate*].

[4] Julie E Cohen, "Copyright and the Jurisprudence of Self-Help" (1988) 13:3 BTLJ 1089 at 1125.

[5] Trevor C Farrow, C*ivil Justice, Privatization, and Democracy*, (Toronto: University of Toronto Press, 2014) at 179 [Farrow].

[6] *Z.I. Pompey Industrie v ECU-Line N.V.*, [2003] 1 SCR 450, SCC 27 at para 4.

[7] *Douez v. Facebook, Inc*., [2017] 1 SCR 751, 2017 SCC 33 at para 5 [*Douez*]; Radin, *Boilerplate*, *supra* note 3 at 9.

assess their present and future impact. Justice Abella summarized: "No bargaining, no choice, no adjustments."[8] Yet consumer standard form contracts have become far longer than two pages, with numerous clauses individually and in aggregate protecting businesses near-impermeably, while providing little if any protection to consumers.

8. An essential feature of these transactions is the stark difference between the experiences of the parties. The business drafting the contract is a "repeat player",[9] engaged in numerous, standardized and repeated transactions. For individual users, this is a one-off transaction. While the number of individuals engaged in transactions with a single business may be voluminous, they are not a single, uniform, or cohesive group. Their interests are "diffuse" and "fragmented."[10] Bryan Garth and Mauro Cappelletti, the founders of access to justice theory, noted:

> The basic problem [diffuse interests] present—the reason for their diffuseness—is that either no one has a right to remedy the infringement of a collective interest or the stake of any one individual in remedying the infringement is too small to induce him or her to seek enforcement action. Professor Roger Perrot's recent statement about consumers aptly captures the problem of 'diffuseness': 'Le consommateur, c'est tout et c'est rien.'[11]

9. The case at hand, on its face, is not about consumers but small businesses. However, the category of "small business" must be situated within the broader context and history of consumer protection law, particularly given how the consumer marketplace has evolved alongside digital society. This case cannot be fully understood without first appreciating consumer-related arbitration concerns, which Part B sets out before discussing their applicability to small businesses in Part C.

B. The use of arbitration clauses in consumer standard form contracts blocks access to procedural and substantive justice

10. The increasingly common appearance of arbitration clauses in non-negotiated standard form contracts involving thousands, if not millions, of diffuse users presents a departure from the typical commercial environment that arbitration was confined to for centuries.[12] At its core, an "arbitration agreement is a product of party autonomy [and] crystallizes the parties' consent" to private dispute

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[8] *Douez*, *ibid* at para 98.

[9] Marc Galanter, "Why the Haves Come Out Ahead: Speculations on the Limits of Legal Change" (1974) 9:1 Law and Society Review at 97.

[10] Mauro Cappelletti & Bryant G Garth, "Access to Justice: The Newest Wave in the Worldwide Movement to Make Rights Effective" (1978) Articles by Maurer Faculty - Paper 1142 at 194.

[11] *Ibid*.

[12] Marina Pavlović & Anthony Daimsis et al, *Dispute Resolution: Readings and Case Studies*, 4th ed (Toronto: Emond Publishing, 2015) at 486–489.

resolution.[13] Founded on freedom of contract doctrine, arbitration allows commercial parties to privately and efficiently resolve complex disputes before an expert adjudicator. In commercial environments, arbitration can promote procedural and substantive justice because the parties are equally capable of negotiating contractual terms and assessing risk.

11. Arbitration in business-to-consumer relationships challenges both its core feature as a product of mutual agreement and its ability to achieve access to justice where interests are diffuse and collective. In *Douez*, the majority of this Court found that the forum selection clause in Facebook's Terms of Use was unenforceable against Facebook users. For several reasons, considerations animating that judgment apply equally in the present case and, more broadly, in judicial examination of any standard form contract terms that restrict "contract takers" from accessing their home court, such as forum selection clauses, arbitration clauses, and class action waivers.

12. First, as Justice Abella stated in *Douez*, courts ought to "intensify the scrutiny for clauses that have the effect of impairing a consumer's access to possible remedies."[14] Both the decision from this Court and Justice Abella's concurring opinion endorse closer scrutiny of forum selection clauses in non-negotiated consumer contracts on the basis of the "reality of unequal bargaining power".[15] Thus, where parties sign a standard form contract that includes an arbitration clause, despite unequal bargaining power—whether consumers, independent contractors, employees, or such—a court considering a stay under section 7 of the *Arbitration Act* ought to exercise closer scrutiny of the very validity of the arbitration agreement under section 7(2)2 of the *Arbitration Act*.

13. Second, contemporary digital society is based on relationships that involve innumerable diffuse and disconnected users interacting in conditions of rapid technological and social change.[16] Access to courts in this context is thus particularly essential for securing access to both procedural and substantive justice.[17] Class proceedings facilitate access to *procedural justice* by providing access to courts, and facilitate access to *substantive justice* by achieving modification or elimination of unfavourable business practices.[18] In *Desputeaux v Éditions Chouette*, this Court recognized that

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[13] *Ibid* at p 485.
[14] *Douez*, *supra* note 7 at para 99.
[15] *Ibid* at paras 52, 62, 100 and 111.
[16] Pavlovic, "Consumer Rights", *supra* note 1.
[17] Marina Pavlovic, "Contracting Out of Access to Justice: Enforcement of Forum Selection Clauses in Consumer Contracts" (2016) 62 McGill LJ 389 at p 391 [Pavlovic, "Contracting Out"].
[18] *Western Canadian Shopping Centres Inc. v. Dutton*, [2001] 2 SCR 534, 2001 SCC 46 at paras 26–29.

arbitration is an integral part of the broader civil justice system.[19] As such, arbitration ought to facilitate and promote access to both procedural and substantive justice. Class proceedings are often the only meaningful procedural remedy for transactions involving diffuse users with low bargaining power.[20] By barring access to class proceedings, arbitration obstructs access to justice, effectively extinguishing a growing swath of consumer and other substantive rights.

14. The current legislative framework governing the enforcement of arbitration clauses in standard form contracts involving parties of unequal bargaining power—comprising the *Consumer Protection Act,* the *Arbitration Act,* and the *Class Proceedings Act*—is complex, outdated and inadequate. This framework does not respond to the realities of today's digitized society, where many aspects of daily life and societal participation are conditional on accepting standard form contracts.[21] Until *Douez*, neither this Court[22] nor lower courts[23] had often questioned the validity of the underlying standard form contract or the validity of arbitration and forum selection clauses.

15. Section 7(5) of the *Consumer Protection Act* effectively invalidates the use of pre-dispute arbitration clauses in consumer contracts covered by the *Act*. While Part C below will apply this discussion to the small business context, it is important to note that even for consumers, the current legislation is inadequate, capturing only a narrow band of activities covered by the *Act*,[24] while omitting numerous kinds of transactions common to our daily lives. For example, privacy is widely considered an increasingly central consumer issue in today's digital society. Yet if an Ontario court heard a case similar to *Douez* under current law, involving invasion of privacy and a standard form contract with an arbitration clause, individual consumers would have been forced to arbitrate. Section 7(5) would not apply, as the *Act* does not cover privacy and Ontario lacks a privacy statute.

16. Arbitration legislation was tailored to commercial parties. The incursion of arbitration into consumer contracts, particularly as a way to prevent class proceedings, started in the late 1990s

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[19] *Desputeaux v. Éditions Chouette (1987) Inc.*, [2003] 1 SCR 178, 2003 SCC 17 at para 41.

[20] *Western Canadian Shopping Centres Inc. v. Dutton*, [2001] 2 SCR 534, 2001 SCC 46 at paras 26; Jasminka Kalajdzic, *Class Actions in Canada: The Promise and Reality of Access to Justice*, (Vancouver: UBC Press, 2018) at 5; Farrow, *supra* note 5 at 288.

[21] Pavlovic, "Consumer Rights", *supra* note 1.

[22] *Dell Computer Corp. v. Union des consommateurs*, [2007] 2 SCR 801, 2007 SCC 34.

[23] Pavlovic, "Contracting Out", *supra* note 17; Shelly McGill & Anne Marie Tracey, "The Next Chapter: Revisiting the Policy in Favor of Arbitration in the Context of Effective Vindication of Statutory Claims" (2014) Vol 31(3) Arizona Journal of International & Comparative Law 547.

[24] Pavlovic, "Contracting Out", *supra* note 17 at 426.

with the expansion of the Internet. Neither the *Arbitration Act* nor the *Class Proceedings Act* account for arbitration clauses in consumer standard form contracts, and the *Consumer Protection Act* grows increasingly inadequate as a response to a rising consumer protection deficit.

C. Arbitration clauses in standard form contracts negatively impact other relationships that embody power imbalances equivalent to consumer relationships

17. The Court must keep consumer considerations in mind when assessing the present case because these considerations apply similarly to other kinds of parties' subject to power imbalances, standard form contracts, and arbitration clauses in transacting with larger suppliers: small and medium enterprises (SMEs), "prosumers" such as "gig economy" workers, employees and franchisees.

(i) Factors underlying the *Consumer Protection Act* apply equally to small and medium enterprises

18. Maintaining a bright line between "consumer" and "small business" contracts is an increasingly challenging and questionable undertaking. The public policy objectives motivating consumer protection laws apply as well to small businesses engaged in transactions with large corporations.

19. Courts appear alive to this troubling division. For example, several certification decisions have left the question of determining whether an individual falls within the "consumer" class for a later stage, including a privacy class action where the uncertainty arose from the representative plaintiff having used the impugned device for both personal and business purposes.[25] Similarly, in establishing the *Wireless Code*, the Canadian Radio-television and Telecommunications Commission recognized "that small businesses, given their size and purchasing power, face the same issues as individual consumers with respect to wireless services."[26] Grouping small businesses with consumers, and explicitly excluding "corporate and commercial accounts,"[27] recognizes that SMEs lack the capacity to effectively negotiate wireless service agreements.

20. Australia, the United Kingdom, and the European Union have in different ways acknowledged that SMEs' contracts with large suppliers reflect power imbalances and access to justice concerns. The Australian *Consumer Law* provides that, for both consumers and small businesses, a term of a

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[25] *Bennett v. Lenovo (Canada) Inc.*, 2017 ONSC 5853 at para 61-62 and 75; *Bernstein v Peoples Trust Company*, 2017 ONSC 752; *Seidel v TELUS*, 2016 BCSC 114 at paras 131-138.
[26] Telecom Regulatory Policy CRTC 2013- 271, *The Wireless Code*, at para 27 [*The Wireless Code*].
[27] *Ibid* at footnote 5.

standard form contract is unenforceable if unfair.[28] The Final Report of the 2017 Australian Consumer Law Review noted that "small businesses can be as time poor as ordinary consumers and lack knowledge and expertise about products they buy".[29] After a consultation, the United Kingdom's government recognized "that differences in bargaining positions […] is a factor in negotiations, which may lead to less than favourable outcomes for the [micro and small businesses] MSB"[30] and that MSBs have less ability to seek redress.[31] Several European countries have expanded their definitions of "consumer to include businesses that 'conclude contracts outside their field of usual business'",[32] speaking to similar power and information asymmetry concerns.

21. The academic literature is also recognizing that the evolving digital economy may require the explicit extension of legal protections akin to consumer protection legislation to small businesses.[33]

(ii) Access to justice concerns are particularly acute for growing "prosumer" class

22. Ignoring the realities of small businesses also leaves "prosumers"—hobbyist or self-employed individuals—with precarious access to justice. Prosumers (an amalgamation of "consumer" and "producer")[34] are a rising class of individuals who run their own small or side businesses, often though online platforms such as Etsy, YouTube, Uber, or Airbnb. "Gig" or "sharing" economy services are proliferating rapidly in Canada, with corresponding economic contribution.[35] The line between individual consumers and individual business-owners continues to dim as more workers in Canada engage in not only the gig economy but also freelance, temporary, or precarious work.[36]

23. The "prosumer" class comprises sole proprietors and independent contractors in the "gig

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[28] *Competition and Consumer Act 2010*, Schedule 2, *The Australian Consumer Law*, s 23.

[29] Legislative and Governance Forum on Consumer Affairs, Australian Consumer Law Review: Final Report, Commonwealth of Australia (March 2017) at 73.

[30] Department of Business Innovation & Skills, Purchasing Goods and Services: Protection of Small Businesses, Government of the United Kingdom (February 2016) at 14.

[31] Department of Business Innovation & Skills, Government Response: Purchasing Goods and Services: Protection of Small Businesses, Government of the United Kingdom (February 2016).

[32] Martijn W. Hesselink, "SMEs in European Contract Law: Background Note for the European Parliament on the Position of Small and Medium-Sized Enterprises (SMEs) in a Future Common Frame of Reference (CFR) and in the Review of the Consumer Law Acquis (July 5, 2007). Centre for the Study of European Contract Law Working Paper No. 2007/03 at 352-53.

[33] Jim Hawkins, "Protecting Consumers as Sellers" (March 26, 2018) *Indiana Law Journal* (forthcoming).

[34] Su Mi Dahlgaard-Park, "Prosumer and Prosumption" in *The SAGE Encyclopedia of Quality and the Service Economy* (Thousand Oaks: SAGE Publications, Inc, 2015).

[35] Statistics Canada, Government of Canada, "The Sharing Economy in Canada" (28 February 2017).

[36] David Paddon, "Statistics Canada to launch survey to collect data about digital economy", *The Globe and Mail* (June 15 2018).

economy"[37] who may be characterized as small businesses while remaining in the disenfranchised position of individual consumers transacting with large corporations.[38] Prosumers participate in our digitized and technology-facilitated economy by transacting at a level of legal and commercial sophistication akin to that of the average consumer.[39] Treating these individuals as businesses ignores the vast power and information asymmetry on which these relationships are based.[40] Such (mis)classification impedes access to procedural and substantive justice, particularly in light of studies linking such work to income insecurity, social inequality, occupational vulnerability, and lack of training, health benefits, or much of the safety net associated with full-time employment.[41]

24. For example, in *Heller v Uber Technologies Inc.*,[42] a class action seeking to classify Uber drivers as employees, the Ontario Superior Court characterized the representative plaintiff's relationship with Uber as "commercial," enforced an arbitration clause in Uber's Service Agreement, and stayed the proposed class action in favour of arbitration[43]—despite considerable similarity between Uber's driver contract and Facebook's Terms of Use in *Douez*.[44] By enforcing arbitration and separating a class into individual claims, the Court in *Heller* indirectly denied every driver access to a home court, a class proceeding, and ultimately substantive remedies, by effectively requiring each individual driver to commence a separate arbitration proceeding in the Netherlands.[45]

25. In the digital marketplace, many enter into what may be considered business transactions with a level of legal and commercial knowledge equivalent to that of consumers. Equity suggests not giving effect to the fiction that prosumers are equal contracting parties in transactions with large platforms or similar companies.

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[37] Uttam Bajwa et al, Social Sciences and Humanities Research Council of Canada, "Towards an understanding of workers' experiences in the global gig economy" (April 2018) at 6-7 [Bajwa et al].

[38] Kent Sebastian, Public Interest Advocacy Centre, "No Such Thing as a Free Lunch: Consumer Contracts and 'Free' Services", (March 2014) at page 13; Sheila Block and Trish Hennessy, "'Sharing economy' or on-demand service economy?" (April 2017) Canadian Centre for Policy Alternatives at 7.

[39] Recently in *Preisler-Banoon c. AirBnb Ireland*, 2018 QCCS 2151, where the class representative used AirBnB platform as both a tenant ("business") and a customer ("consumer").

[40] Elizabeth C. Tippett & Bridget Schaaff, Misclassification in the Sharing Economy: It's the Arbitration Agreements – Rutgers Law Review – (2018)

[41] The Government of Ontario - Independent Review, "The Changing Workplaces Review – Final Report", (May 2017) at page 48; Bajwa et al, *supra* note 37.

[42] *Heller v. Uber Technologies Inc.*, 2018 ONSC 718.

[43] *Ibid* at para 65.

[44] Jill I Gross, "The Uberization of Arbitration Clauses" (2017) 9 Arb L Rev 43 [Gross].

[45] *Ibid* at 16.

(iii) Enforcing arbitration clauses in contracts of adhesion permits circumvention of substantive justice in other areas of law

26. The Court's determinations in this case will have significant implications beyond the consumer, small-business, and prosumer contexts. Arbitration clauses in non-negotiated standard form contracts involving diffused individuals with low bargaining power—such as employment, franchise, tort, or human rights claimants—systematically impede access to procedural and substantive justice. Individual claimants classified as a "business" would be excluded from the *Consumer Protection Act*'s section 7(5) protections aimed at consumers. The frequent pairing of arbitration clauses with class action waivers further exacerbates these concerns, given that class proceedings are often the only meaningful way to obtain access to justice in cases of distributed harm, unfairness, or wrongdoing, due to the prohibitive costs of seeking redress individually.

27. Concerns arise with respect to franchise, tort, and human rights law specifically. Ontario courts have repeatedly recognized franchise agreements to be contracts of adhesion requiring legislative safeguards, such as the *Arthur Wishart Act*,[46] to rectify inequity in bargaining power between the parties.[47] Enforcing mandatory arbitration clauses in standard form contracts, particularly when combined with class action waivers, would provide a route to barring procedural justice for franchisees, and thus their ability to seek substantive justice.[48] The scope of substantive provisions, such as limitation of tort liability, in non-negotiated standard form contracts continues to expand. Enforcing broadly drafted arbitration clauses in such expansive standard form contracts "corrodes"[49] access to tort remedies, both directly, by preventing access to courts, and indirectly, by deterring "injured parties from bringing suit."[50] In the human rights context, arbitration clauses may thwart claims that challenge systemically discriminatory practices.[51]

28. Technology has broken down lines between consumer and producer, employee and independent

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[46] *Arthur Wishart Act* (Franchise Disclosure), 2000, SO 2000, c 3.

[47] *405341 Ontario Ltd. v. Midas Canada Inc.,* [2009] O.J. No. 4354, 64 B.L.R. (4th) 251, 2009 CarswellOnt 6283, 181 A.C.W.S. (3d) 467 at para 21, (affirmed in *405341 Ontario Ltd. v Midas Canada Inc.,* 2010 ONCA 478, 322 DLR (4th) 177); *2176693 Ontario Ltd. v. Cora Franchise Group Inc.*, 2015 ONCA 152 at para 38; *Shelanu Inc. v. Print Three Franchising Corp.,* 2000 CanLII 22788 (ON SC) at para. 58.

[48] *405341 Ontario Ltd. v. Midas Canada Inc.,* [2009] O.J. No. 4354, 64 B.L.R. (4th) 251, 2009 CarswellOnt 6283, 181 A.C.W.S. (3d) 467 at para 19.

[49] Margaret Jane Radin, "Access to Justice and Abuses of Contract" (2016) 33 Windsor Y B Access to Just 177.

[50] *Ibid*; Gross, *supra* note 44.

[51] Gross, *ibid*.

contractor, and individuals and business. Consumer protection and arbitration law must keep pace.

D. The Court should endorse closer scrutiny of enforcing arbitration clauses in standard form contracts governing consumer-like relationships

29. The Court's determinations in this case will have significant implications for access to justice in relationships based on non-negotiated standard form contracts. Enforcing arbitration clauses in these situations blocks access to a home court and class proceedings. Only certain provinces have enacted consumer protection legislation that invalidates pre-dispute arbitration clauses.[52] Furthermore, such legislative protection does not cover an expanding number of issues in consumer transactions, such as privacy, nor does it exist for other parties who face similar power and information imbalance as consumers, such as small businesses, prosumers, employees, and franchisees. With increasing contractual restrictions such as arbitration clauses and class action waivers in standard form contracts, there is an urgent need for judicial guidance on enforcing these clauses, driven by the same concerns that animated this Court's decision in *Douez*, and earlier in *Seidel*.[53] It would be appropriate for the Court to endorse closer scrutiny of enforcing arbitration clauses in non-negotiated agreements involving parties of unequal bargaining power, under section 7(2)2 of the *Arbitration Act*—whether consumers, small businesses, employees, or prosumers.

PART IV– COSTS

30. CIPPIC will not seek costs in this matter and asks that costs not be awarded against it.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 27th day of September, 2018.

[*original signed by***]**	**[***original signed by***]**
Marina Pavlović	Cynthia Khoo

Counsel for the Intervener
Samuelson-Glushko Canadian Internet Policy and Public Interest Clinic (CIPPIC)

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[52] *Fair Trading Act*, RSA 2000, c F-2, s 16; *Consumer Protection Ac*t, SO 2002, c 30, Schedule A, s 7; *Consumer Protection Act*, CQLR c P-40.1, s 11.1; *Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, s 101; *Consumer Protection Act*, RSM 1987, c C200, CCSM c C200, s 209.

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