



Court File No. **VLC-S-S-261489**

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

JAGUAR LAND ROVER AUTOMOTIVE PLC, and
JAGUAR LAND ROVER CANADA ULC

DEFENDANTS

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

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim

1. The within proposed automotive defect multi-jurisdictional class proceeding involves 2019–2024 Jaguar I-PACE model vehicles (the “**Affected Class Vehicles**”) that were engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased, and/or sold in Canada, including the Province of British Columbia, by the Defendants, Jaguar Land Rover Automotive PLC (“**JLR PLC**”) and/or Jaguar Land Rover Canada ULC (“**JLR ULC**”), and are equipped with a defective lithium-ion high-voltage traction battery that is prone to overheating and catastrophic failure. In particular, the high-voltage battery contains manufacturing defects in the internal construction of its module cells, including folded and/or bent anode tabs, that cause internal short circuiting by allowing impermissible contact with the cathode, thereby creating a serious and unreasonable risk of vehicle fire and/or explosion (the “**Battery Defect**”).

2. The Battery Defect is latent and occurs without adequate warning or indication to drivers. When manifested, the Battery Defect can cause, *inter alia*, inability to start or operate the vehicle, sudden loss of motive power, and/or vehicle fire or explosion, including while the vehicle is parked or not in operation, thereby posing a real, substantial, and imminent risk of harm to

vehicle occupants, to persons and property in the vicinity, and/or catastrophic damage to the Affected Class Vehicles themselves.

3. All high-voltage batteries containing the Battery Defect equipped in the Affected Class Vehicles were manufactured and/or supplied by LG Energy Solution, Ltd. (“**LG Energy Solution**”).

4. At all material times to the cause of action herein, the Defendants knew, or ought to have known, about the Battery Defect as evidenced by, *inter alia*: (i) consumer complaints lodged with governmental vehicle safety regulators in the United States and Canada, including the National Highway Traffic Safety Administration (“**NHTSA**”) and Transport Canada, as well as reports posted elsewhere online; (ii) numerous reports of vehicle fires across the United States and Canada (iii) warranty claims, part sales, and direct consumer complaints submitted to the Defendants; (iv) the Defendants’ own pre-sale durability testing and internal evaluation of the Affected Class Vehicles; and (v) numerous recalls and/or safety advisories issued to owners and/or lessees, instructing them to park their vehicles outdoors and away from structures due to the fire and explosion risk posed by the Battery Defect.

5. The Defendants possessed exclusive knowledge of, and exclusive access to, material facts and information concerning the Battery Defect, which information was not known, and could not reasonably have been known, by the Plaintiff or putative class members. In the circumstances, the Defendants had an affirmative duty to disclose the Battery Defect at the point of sale and/or lease of the Affected Class Vehicles.

6. Despite that knowledge and duty, the Defendants have repeatedly failed to disclose and actively concealed the Battery Defect from the Plaintiff and putative class members, and continued to market and represent the Affected Class Vehicles as safe, reliable and durable vehicles, when in fact, due to the Battery Defect, they were not.

7. The Defendants have implemented a series of purported remedies, consisting primarily of software updates to the Battery Energy Control Module (“**BECM**”), which do not remedy or fix the Battery Defect. Instead, these updates merely delay or manage the manifestation of the Battery Defect by limiting battery performance or operating parameters, without remedying or

fixing the underlying manufacturing and safety-related hazards associated with the Battery Defect.

8. The only effective remedy for the Battery Defect is the replacement of the Affected Class Vehicles' high-voltage battery with a non-defective battery that does not suffer from the Battery Defect, or, in the alternative, the repurchase or buyback of the Affected Class Vehicles.

9. As a direct and proximate result of the Defendants' unfair, misleading, deceptive, and/or fraudulent business practices in failing to disclose the Battery Defect, the Plaintiff and putative class members: (i) overpaid for the Affected Class Vehicles, either through a higher purchase price and/or lease payments; (ii) overpaid for the Affected Class Vehicles as the Battery Defect significantly diminishes the value of the Affected Class Vehicles; (iii) own and/or lease Affected Class Vehicles that are unsafe, unreliable and dangerous in their operation and/or storage; (iv) have experienced significant loss of resale value; (v) have incurred or will incur substantial out-of-pocket costs for repairs; and/or (vi) have suffered or risk total loss of their vehicles.

10. The Plaintiff and putative class members have purchased and/or leased Affected Class Vehicles that they would not have otherwise purchased and/or leased, or would have paid less for, had they known of the Battery Defect at the point of sale and/or lease. The Plaintiff and putative class members have consequently suffered ascertainable losses and actual damages as a result of the Defendants' unlawful conduct.

11. In engineering, designing, developing, manufacturing, assembling, testing, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles, the Defendants have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached their express warranties.

12. No reasonable consumer would have purchased and/or leased an Affected Class Vehicle, or would have paid the price charged, had the Defendants made full and complete disclosure of the Battery Defect.

13. The Plaintiff and putative class members reasonably expected that the Defendants would disclose, and not actively conceal, material facts concerning any defect that would result in expensive and non-ordinary repairs or expose them to a real, substantial, and imminent risk of harm, injury, or death. The Defendants failed to do so.

14. The Plaintiff seeks relief on behalf of all owners and lessees of the Affected Class Vehicles affected by the Battery Defect, including, *inter alia*, damages, recovery for total loss, repair and/or buyback remedies under applicable provincial consumer protection legislation, breach of express and implied warranties, and reimbursement of all expenses associated with the repair, replacement, loss, diminished value, or loss of use of the Affected Class Vehicles.

B. The Parties

i. Representative Plaintiff

15. The Plaintiff [REDACTED] has an address c/o 210-4603 Kingsway, Burnaby, British Columbia, V5H 4M4, Canada.

16. On March 21, 2022, the Plaintiff purchased a 2020 Jaguar I-PACE (“**I-PACE**”) from an authorized Jaguar Land Rover dealership [REDACTED] for a purchase price of \$100,000, inclusive of applicable taxes, and administrative fees, making a down payment of approximately \$45,000 and financing the balance.

17. The Plaintiff also purchased extended warranty coverage for approximately \$6,000, inclusive of taxes, which provided extended coverage for, *inter alia*, the high-voltage battery and related components.

18. In deciding to purchase the I-PACE, the Plaintiff considered the benefits of a battery electric vehicle, including advanced battery technology, quick-charging capabilities, and representations by the Defendants regarding the vehicle’s safety, reliability, and durability, as set forth in brochures, advertisements, and other materials.

19. The Plaintiff also had prior experience with Jaguar vehicles, which informed his expectation of durability and quality in purchasing the I-PACE.

20. The Plaintiff used the I-PACE for personal, family, and household purposes, maintained it according to manufacturer instructions, and attended to all recalls, including the purported recall software remedy, which was applied to the I-PACE on July 28, 2023.

21. In or about August 2022, the Plaintiff began noticing a significant reduction in driving

range on a full charge. The Plaintiff reported to the dealership that the vehicle's range had dropped drastically. The dealership advised the Plaintiff that the range remained within acceptable parameters at that time.

22. In or about February 2024, the 12-volt auxiliary battery in the I-PACE failed, and the Plaintiff reported the issue to the dealership. Following inspection, the dealership advised that the failure was caused by a quiescent electrical drain originating from the power supply distribution box. The dealership replaced the power supply distribution box.

23. Despite bringing the I-PACE to the dealership on at least two occasions in relation to issues concerning the high-voltage battery, 12-volt auxiliary battery, and/or charging systems, the dealership failed to disclose the existence of the Battery Defect to the Plaintiff.

24. On September 27, 2025, while the I-PACE was parked in the Plaintiff's residential driveway and not connected to a charger, the vehicle began emitting smoke from the undercarriage, which rapidly escalated to a full vehicle fire.

25. The Plaintiff was present during the incident and acted promptly to move his other vehicle and prevent further damage.

26. The Plaintiff contacted the fire department, which took approximately three hours to extinguish the fire.

27. The I-PACE was a total loss, and the fire caused damage to his residential driveway and loss of personal belongings.

28. On September 29, 2025, the Plaintiff reported the incident to Transport Canada, providing photographs and videos, noting that the vehicle spontaneously combusted while parked, consistent with known high-voltage battery thermal overload risks.

29. Transport Canada inspected the I-PACE and advised that the fire appeared to be high-voltage battery-related. Transport Canada also indicated that the Defendant, JLR ULC, had submitted a Notice of Defect, in part prompted by the Plaintiff's report, and that the effectiveness and timeliness of Defendants' prior remedies are under review.

30. In or about early October 2025, the Plaintiff contacted the dealership and the Defendant, JLR ULC, requesting that the Defendants honor their warranty and provide relief under British Columbia consumer protection legislation.

31. To date, the Defendants have not provided any remedy, compensation, or recovery, nor has the Plaintiff received the full value of the I-PACE from his insurance company.

32. The Defendants failed to disclose the Battery Defect to the Plaintiff, and the Plaintiff purchased the I-PACE on the reasonable but mistaken belief that it was a safe, reliable, and durable vehicle. Had the Plaintiff known of the Battery Defect and the risk for sudden loss of motive power, combustion, or explosion, he would not have purchased the vehicle.

33. The Plaintiff consistently maintained and used the I-PACE in accordance with reasonable expectations of vehicle ownership.

34. As a direct and proximate result of the Defendants' misconduct, the Plaintiff has suffered the total loss of his I-PACE and damage to personal property.

ii. The Defendants

35. The Defendant, JLR PLC, is a company duly incorporated pursuant to the laws of England and Wales and has an address for service at Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom.

36. The Defendant, JLR ULC, is a company duly incorporated pursuant to the laws of the Province of Alberta, extra-provincially registered within British Columbia under number A0074240, and has a registered agent, Gowling WLG Pacific Corporate Services Inc., located at Suite 2300, Bentall 5, 550 Burrard Street, Vancouver, BC V6C 2B5.

37. At all material times to the cause of action herein, the Defendant, JLR PLC, designed, engineered, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased, and/or sold Jaguar-brand vehicles, including the Affected Class Vehicles, equipped with the Battery Defect, through its related subsidiaries, operating units, affiliates, independent retailers, and authorized dealerships in Canada, including within the Province of British Columbia.

38. The Defendant, JLR ULC, is a wholly owned Canadian subsidiary and/or controlled affiliate of the Defendant, JLR PLC, and was responsible, at all material times to the cause of action herein, for, *inter alia*, the marketing, advertising, importation, distribution, servicing, warranty administration, and/or sale of Jaguar-brand vehicles, including the Affected Class Vehicles, in Canada, including within the Province of British Columbia.

39. At all material times to the cause of action herein, the Defendant, JLR PLC, provided technical specifications, engineering standards, design requirements, and service and repair information relating to the high-voltage battery of the Affected Class Vehicles to its subsidiaries and affiliates, including the Defendant, JLR ULC.

40. At all material times to the cause of action herein, the Defendant, JLR ULC, was responsible for the distribution, servicing, repair, recall administration, warranty coverage, and customer communications relating to Jaguar-brand Affected Class Vehicles in Canada, including within the Province of British Columbia.

41. At all material times to the cause of action herein, the Defendants, JLR PLC and JLR ULC, shared a common purpose of, *inter alia*, designing, engineering, developing, manufacturing, assembling, marketing, distributing, supplying, leasing, and/or selling the Affected Class Vehicles in Canada, including within the Province of British Columbia.

42. The business operations, interests, and activities of the Defendants, JLR PLC and JLR ULC, relating to, *inter alia*, the design, manufacture, distribution, servicing, and/or warranty administration, and remediation of the Battery Defect were interwoven and integrated such that each acted as the agent of the other in respect of the Affected Class Vehicles.

43. The Defendants, JLR PLC and JLR ULC, exercised joint control over, and participated in, decisions concerning the design, validation, testing, deployment, servicing, warranty administration, and remediation of the high-voltage battery system in the Affected Class Vehicles.

44. Hereinafter, the Defendants, JLR PLC and JLR ULC, are collectively referred to as the “**Defendants**,” unless referred to individually or otherwise.

45. At all material times to the cause of action herein, the Defendants shared the common

purpose of, *inter alia*, engineering, designing, developing, manufacturing, assembling, marketing, distributing, supplying, leasing, and/or selling the Affected Class Vehicles with the Battery Defect in Canada. Further, the business and interests of the Defendants are inextricably interwoven with that of the other, such that each is the agent or alter ego of the other.

C. The Class

46. This action is brought on behalf of members of a class consisting of the Plaintiff and all other persons and legal entities resident in Canada, who own, owned, lease and/or leased one or more of the Affected Class Vehicles (“**Class**” or “**Class Members**”), excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

D. Factual Allegations

i. The Defendants’ EV technology

47. The Defendant, JLR PLC, is a multinational vehicle manufacturer with an extensive history of designing, developing, manufacturing, assembling, marketing, and distributing vehicles for global markets, including in Canada through its Canadian subsidiary, the Defendant, JLR ULC.

48. The Defendants have collaborated extensively with third-party suppliers, including LG Energy Solution, for the design, development, and manufacture of high-voltage lithium-ion traction batteries used in their electric vehicles (“**EVs**”).

49. The Affected Class Vehicles were manufactured at the facility of the Defendant’s, JLR PLC’s, contract manufacturer, Magna Steyr Fahrzeugtechnik GmbH & Co KG, located in Graz, Austria, and are substantially identical in all material respects across model years, including chassis architecture, electric drive motors, and high-voltage battery systems.

50. The Affected Class Vehicles are equipped with lithium-ion high-voltage traction batteries, containing the Battery Defect, manufactured and/or supplied by LG Energy Solution.

51. Although minor variations exist between model years or optional configurations, such as range or onboard charging capabilities, these differences are limited and do not alter the critical design, architecture, or susceptibility of the battery system to the Battery Defect.

52. All Affected Class Vehicles share common design, engineering, development, and manufacturing decisions regarding the high-voltage battery, resulting in substantially similar safety risks and operational failures.

53. Accordingly, the Affected Class Vehicles are all similarly prone to the Battery Defect, which is inherent to the design and manufacture of the high-voltage battery, creating real, substantial, and imminent safety risks to vehicle occupants, property, and nearby persons, and diminishing the value, reliability, and safety of the Affected Class Vehicles.

ii. The Battery Defect

54. In EVs, the high-voltage battery is the primary component responsible for storing chemical energy and converting it into electrical energy to power the drive motor and propel the vehicle. The high-voltage battery also supplies power to various vehicle systems when the vehicle is not in operation, including security systems, onboard computers, and diagnostic modules.

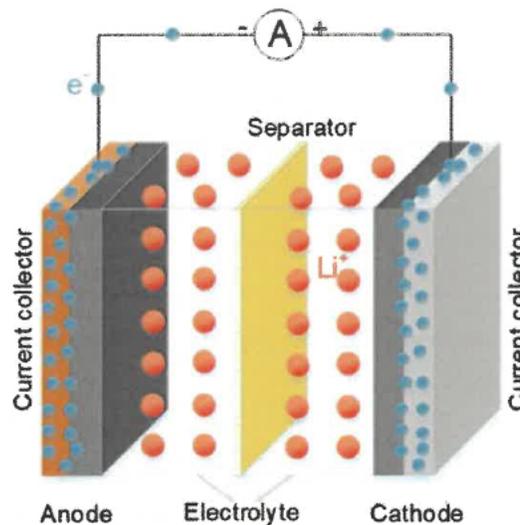
55. The amount of electrical energy a battery can store is referred to as “capacity”, which is measured in kilowatt-hours (“kWh”). The high-voltage battery’s design influences how fast it can be recharged, and its size and capacity impacts how far the vehicle can travel on a single charge (called “range”).

56. Most EVs utilize lithium-ion battery technology as lithium-ion cells provide high energy density and long cycle life, allowing substantial energy storage within a relatively compact battery pack and enabling repeated charge and discharge cycles over time.

57. However, lithium-ion batteries also present known safety risks. As these batteries store significant amounts of energy in a confined space, any manufacturing defect or internal failure—such as conditions that promote lithium plating, separator damage, internal short circuits, or electrical arcing—can result in rapid heat generation and thermal runaway, creating a risk of fire or explosion.

58. The Battery Defect in the Affected Class Vehicles is physical and structural in nature, stemming from defects in manufacture and workmanship within the battery cells. As such, it cannot be remedied by software updates, including the over-the-air update implemented in the Defendants' purported recalls, as explained in detail below.

59. Each battery contains two electrodes, an anode and a cathode, separated by a thin separator and immersed in an electrolyte solution, as illustrated in the figure below. The anode and cathode are intended to maintain precise separation and operate within defined electrochemical parameters.



60. In the high-voltage battery installed in the Affected Class Vehicles, manufacturing defects, including bent or folded anode tabs, in the internal cell construction, increasing the likelihood of lithium plating on the anode, or separator damage or tearing. These defects create a latent risk of internal short circuits, either through direct contact between the anode and cathode or via electric arcing, which can trigger thermal runaway—a self-sustaining, uncontrollable reaction in which rising temperatures accelerate further heating, potentially resulting in vehicle fire or explosion, even while the vehicle is parked and not charging.

61. The defect manifests, in part, through lithium plating, which occurs when lithium ions (Li^+) reduce to metallic lithium on the anode surface instead of intercalating (inserting) into the anode material (typically graphite). Bent anode tabs exacerbate lithium plating by creating local high-stress points, increasing the likelihood of dendrite growth or contact between the anode and

cathode, potentially producing internal short circuits and electrical arcing.

62. Mechanisms contributing to lithium plating, arcing, and battery failure include, *inter alia*:

- Transport and Reduction: During charging, lithium ions move from the cathode through the electrolyte to the anode. When charging conditions exceed intercalation capacity of the anode, excess lithium ions are reduced on the anode surface, forming metallic lithium deposits.
- Unstable Solid Electrolyte Interphase (SEI) Layers: The SEI is a passivation layer that naturally forms on the anode. Manufacturing defects, such as bent anode tabs, can produce brittle or uneven SEI layers that crack under normal charging cycles, exposing fresh anode surfaces to further lithium deposition.
- Dendrite Formation: Uneven lithium deposition promotes needle-like or mossy structures, called dendrites, that can pierce the separator and, in combination with bent anode tabs, create internal short circuits and/or electric arcing.

63. Factors that exacerbate the Battery Defect in the Affected Class Vehicles include:

- Rapid Charging: High current charging rates accelerate lithium plating by exceeding the anode's intercalation capacity.
- Low Temperatures: Cold conditions slow lithium-ion diffusion, increasing the likelihood of surface plating.
- Overcharging: Excessive voltage forces lithium onto the anode surface, contributing to plating and dendrite formation.
- Anode-to-Cathode Capacity Imbalances: Manufacturing deviations in the relative capacities of anode and cathode materials increase the likelihood of lithium accumulation on the anode surface.

64. The consequences of lithium plating and dendrite formation include, but are not limited to:

- Safety Hazards: Dendrites can penetrate the separator, causing internal short circuits, rapid heat generation, thermal runaway, and potential fire or explosion, even while the vehicle is parked or not in operation.
- Capacity Loss: Irreversible lithium deposition reduces the battery's total energy storage capacity.
- Increased Internal Resistance: Continued formation of lithium plating and SEI layers increases impedance, negatively affecting battery performance and reliability.

65. The Battery Defect is latent, may occur without warning, and poses real, substantial, and imminent safety risks to vehicle occupants, nearby persons, property, and the Affected Class Vehicles themselves. The defect is inherent to the manufacture of the high-voltage battery installed in the Affected Class Vehicles and cannot be corrected by software updates, warnings, or operational restrictions.

iii. The Defendants' knowledge and concealment of the Battery Defect

66. At all material times the cause of action herein, the Defendants knew, or ought to have known, about the Battery Defect as evidenced by, *inter alia*: (i) consumer complaints lodged with governmental vehicle safety regulators in the United States and Canada, including NHTSA and Transport Canada, as well as reports posted elsewhere online; (ii) numerous reports of vehicle fires across the United States and Canada (iii) warranty claims, part sales, and direct consumer complaints submitted to the Defendants; (iv) the Defendants' own pre-sale durability testing and internal evaluation of the Affected Class Vehicles; and (v) numerous recalls and/or safety advisories issued to owners, instructing them to park their vehicles outdoors and away from structures due to the fire and explosion risk posed by the Battery Defect.

67. Like all major automobile manufacturers, the Defendants employ extensive pre-production testing protocols designed to identify defects, including, but not limited to, testing at numerous global "proving grounds," where vehicles are subjected to extreme environmental and operational conditions, each of which would reveal, or ought to have revealed, the Battery Defect prior to vehicle release.

68. In addition to in-house pre-production testing, the Defendants impose strict compliance

requirements on third-party component and parts suppliers. These components, including the high-voltage battery equipped in the Affected Class Vehicles, must meet these supplier standards before installation into any vehicle.

69. The Defendants require their electronic parts suppliers to comply with defined setups, limits, and acceptance criteria for vehicle architectures and safety strategies. This is especially critical for EVs, where sensitive electrical components can potentially interfere with one another, and any undesired interference—such as voltage stress—can cause malfunctions, compromising vehicle safety and usability.

70. Given these testing standards, technical guidance to dealerships regarding battery storage and handling, and repeated consumer complaints, the Defendants knew, or ought to have known, of the Battery Defect, yet actively concealed it from the Plaintiff and Class Members.

NHTSA investigations and recalls

71. Beginning no later than 2019, the Defendant, JLR PLC, initiated and expanded a series of safety recalls filed with NHTSA concerning the high-voltage battery installed in the Affected Class Vehicles.

72. In its filings with NHTSA, the Defendant, JLR PLC, acknowledged that the Affected Class Vehicles are subject to a risk of high-voltage battery overheating and thermal events, including vehicle fire, arising from internal battery cell failures that may occur during charging, while driving, or while the vehicle is parked and not in operation.

73. The NHTSA recalls identify internal short circuits within battery cells, including failures associated with separator damage or tearing and defects in anode tab construction, which can lead to localized overheating, thermal runaway, and potential propagation of heat throughout the battery pack.

74. As part of these NHTSA recall campaigns, the Defendant, JLR PLC, implemented interim remedies consisting primarily of over-the-air software updates to the BECM, which reduced usable battery capacity, imposed charging limitations, and issued warnings instructing owners to park and charge vehicles outdoors and away from structures.

75. Notwithstanding these measures, the Defendant, JLR PLC, subsequently expanded and re-issued NHTSA recalls, acknowledging that prior recall remedies were ineffective or insufficient to eliminate the fire risk, including in vehicles that had already received earlier software updates.

76. In later NHTSA recall filings, the Defendant, JLR PLC, conceded that software-based mitigations did not correct the underlying manufacturing defect, and that the risk of thermal events persisted, leading to additional remedial actions, including battery replacement programs and vehicle repurchase or buyback offers for certain vehicles.

77. The repeated issuance, expansion, and escalation of NHTSA recalls confirms that the Battery Defect is systemic, manufacturing-related, and not capable of being remedied through software updates alone.

78. In particular, NHSTA issued the following recalls based on the corresponding manufacturer recalls.

79. On May 30, 2023, NHTSA issued Part 573 Safety Recall Report 23V-369 for 6,367 model year 2019–2024 Jaguar I-PACE vehicles, corresponding to Defendants’ Recall No. H441, citing that an estimated 100 percent of vehicles are affected by the Battery Defect, which stated in part the following:

Descriptive Information:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving all 2019-2024MY Jaguar I-PACE vehicles built at the Graz Vehicle Assembly Plant from June 5, 2018 - TBD. 6367 vehicles in the United States and Federalized Territories. The basis for the recall population is from the start of production through to the introduction of the revised software in vehicle production.

Description of the Defect:

Vehicles have experienced thermal overload which may show as smoke or fire, that may occur underneath the vehicle where high voltage traction battery is located. Investigations are continuing.

Description of the Safety Risk:

A vehicle thermal overload condition such as fire or smoke can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

Description of the Cause:

Not Reported “NR”

Identification of Any Warning that can Occur:

NR

Description of Remedy Program:

Recalled vehicles will receive an update to the Battery Energy Control Module (BECM) software that will monitor the battery pack assembly operational status that indicates where the battery contains conditions which may lead to thermal overload condition. This software provides an enhanced level of driver warnings in relation to battery condition and where the software determines a risk exists, the High Voltage battery charging capacity is limited to 75%. The warning message and associated Owner Guide instruction directs the driver to take their vehicle to a Jaguar retailer for diagnosis and, as required, repair. The retailer will inspect and, if necessary, replace the affected battery module/pack. There will be no charge to the owners for this repair. Customers who have paid for a repair of this defect will be reimbursed by the Jaguar Land Rover reimbursement plan, subject to the usual terms and conditions.

How Remedy Component Differs from Recalled Component:

NR

80. On October 19, 2023, NHTSA issued Part 573 Safety Recall Report 23V-709 for 199 model year 2019–2023 Jaguar I-PACE vehicles, corresponding to Defendants’ Recall No. H459, citing that an estimated 100 percent of vehicles are affected by the Battery Defect, which stated in part the following:

Descriptive Information:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving 2019-2023 I-PACE vehicles built at the Graz Vehicle assembly plant from February 15, 2018 - February 7, 2023. 199 vehicles in the United States and Federalized Territories. The recall population was determined

by using data from the Jaguar Land Rover Service diagnostic system to identify vehicles where there is no record of the correct software required to successfully complete safety recall H441 but there is evidence (a claim or a record from legacy service diagnostic tools) of an attempted update.

Description of the Defect:

Following a field report of an issue that was considered to be mitigated through the completion of Jaguar Safety Recall H441, it was revealed that the recall action for H441 had been incorrectly completed by a retailer. Investigations revealed the retailer had used a non-approved service diagnostic tool and the correct software was, as a result, not downloaded to the vehicle concerned. As a result, the vehicle remains with the safety defect even though the retailer reported completing the safety recall.

Description of the Safety Risk:

An incorrectly repaired vehicle will continue to have a risk of vehicle thermal overload condition such as fire or smoke which can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. The owner will not be aware that the prior repair was not completed correctly.

Description of the Cause:

NR

Identification of Any Warning that can Occur:

NR

Description of Remedy Program:

Recalled vehicles will receive an update to the Battery Energy Control Module (BECM) software using the correct service diagnostic tool that will monitor the battery pack assembly operational status that indicates where the battery contains conditions which may lead to thermal overload condition.

This software provides an enhanced level of driver warnings in relation to battery condition and where the software determines a risk exists, the High Voltage battery charging capacity is limited to a maximum of 75%.

The warning message and associated Owner Guide instruction directs the driver to take their vehicle to a Jaguar retailer for diagnosis and, as required, repair.

There will be no charge to the owners for this software update.

Customers who have paid for a repair of this defect will be reimbursed by the Jaguar Land Rover reimbursement plan, subject to the usual terms and conditions.

In line with recommendations made by manufacturers who have had similar issues and until such time as the safety recall remedy has been completed, retailers and customers should park away from structures for 30 days after the update. Where possible, vehicles should be charged outside.

How Remedy Component Differs from Recalled Component:

NR

81. On September 26, 2024, NHTSA issued Part 573 Safety Recall Report 24V-085 for 100 model year 2019–2020 Jaguar I-PACE vehicles, corresponding to Defendants’ Recall No. H471, citing that an estimated 100 percent of vehicles are affected by the Battery Defect, which stated in part the following:

Descriptive Information:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving 2019-2020 I-PACE vehicles built at the Graz Vehicle assembly plant from February 14, 2018 - July 22, 2019. 99 vehicles in the United States and Federalized Territories. The recall population was determined by using data from the Jaguar Land Rover Service diagnostic system to identify vehicles where there is no record of the correct software required to successfully complete safety recall H441 but there is evidence (a claim or a record from legacy service diagnostic tools) of an attempted update as well as any 2019 and 2020 I-PACE vehicles that received the software with the error.

Description of the Defect:

Following a field report of an issue that was considered to be mitigated through the completion of Jaguar Safety Recall H441, it was revealed that the recall action for H441 had been incorrectly completed by a retailer. Investigations revealed the

retailer had used a non-approved service diagnostic tool and the correct software was, as a result, not downloaded to the vehicle concerned. Additionally, the software supplier advised the latest software files released for installation into 2019 and 20MY vehicles contains an error in part of its diagnostics strategy and the required detection of battery module performance issues is not fully present. As a result, affected vehicles remain with the safety defect. As a result, the vehicle remains with the safety defect even though the retailer reported completing the safety recall. Vehicles have experienced thermal overload which may show as smoke or fire, that may occur underneath the vehicle where high voltage traction battery is located. The investigation into the technical issue that causes the original concern is ongoing. Modules that were identified by the remedy software as having characteristics of a folded anode tab, which may contribute to a risk of thermal overload, are still being inspected by the supplier. Cell inspection and testing indicate that anode tab folding can contribute to short circuits, but it is likely that other conditions also need to be present to excite the thermal overload condition. At this time, such potential secondary causes have not been determined. The supplier investigation continues to seek other conditions through component inspection and testing.

Description of the Safety Risk:

An incorrectly repaired vehicle will continue to have a risk of vehicle thermal overload condition such as fire or smoke which can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. The owner will not be aware that the prior repair was not completed correctly.

Description of the Cause:

NR

Identification of Any Warning that can Occur:

NR

Description of Remedy Program:

Recalled vehicles will receive an update to the Battery Energy Control Module (BECM) software using the correct service diagnostic tool and software which provides the correct diagnostic routines, that will monitor the battery pack

assembly operational status that indicates where the battery contains conditions which may lead to thermal overload risk. This software provides an enhanced level of driver warnings in relation to battery condition and where the software determines a risk exists, the High Voltage battery charging capacity is limited to a maximum of 75%. The warning message and associated Owner Guide instruction directs the driver to take their vehicle to a Jaguar retailer for diagnosis and, as required, repair. There will be no charge to the owners for this software update. Customers who have paid for a repair of this defect will be reimbursed by the Jaguar Land Rover reimbursement plan, subject to the usual terms and conditions. In line with recommendations made by manufacturers who have had similar issues and until such time as the safety recall remedy has been completed, retailers and customers should park away from structures for 30 days after the update. Where possible, vehicles should be charged outside.

How Remedy Component Differs from Recalled Component:

NR

82. On August 28, 2024, NHTSA issued Part 573 Safety Recall Report 24V-633 for 2,760 model year 2019 Jaguar I-PACE vehicles, corresponding to Defendants' Recall No. H514, citing that an estimated 100 percent of vehicles are affected by the Battery Defect, which stated in part the following:

Descriptive Information:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving certain 2019MY Jaguar I-PACE vehicles built at the Graz Vehicle Assembly Plant from January 9, 2018 - March 14, 2019. 2760 vehicles in the United States and Federalized Territories. The basis for the recall population is all Jaguar I-PACE 19MY vehicles not included in the H484 Safety Recall.

Description of the Defect:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving certain 2019MY Jaguar I-PACE vehicles built at the Graz Vehicle Assembly Plant from January 9, 2018 - March 14, 2019. 2760 vehicles in the United States and Federalized Territories. The basis for the recall population is all Jaguar I-PACE 19MY vehicles not included in the H484 Safety Recall.

The diagnostic software updates have been identified as not providing an appropriate level of protection for the 2019MY vehicles in the US.

The investigation is ongoing. Modules that were identified by the remedy software as having characteristics of a folded anode tab, which may contribute to a risk of thermal overload, are still being inspected by the supplier.

Description of the Safety Risk:

Owners who have previously had their vehicle updated with the improved diagnostic software are under the impression that their vehicle is protected from thermal overload which, for 2019MY vehicles, may not be the case.

A vehicle thermal overload condition such as fire or smoke can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

Description of the Cause:

NR

Identification of Any Warning that can Occur:

NR

Description of Remedy Program:

Recalled vehicles will receive a software update that will alter the maximum state of charge of the battery to 80%. A permanent remedy is under development and will be notified in due course when available. There will be no charge to the owners for this repair. Customers who have paid for a repair of this defect out of warranty will be reimbursed by the Jaguar Land Rover reimbursement plan, subject to the usual terms and conditions.

In line with recommendations made by manufacturers who have had similar issues and until such time as the safety recall remedy has been completed, retailers and customers should park away from structures for 30 days after the update. Where possible, vehicles should be charged outside.

How Remedy Component Differs from Recalled Component:

NR

83. On December 17, 2024, NHTSA issued Part 573 Safety Recall Report 24V-927 for 34 model year 2019 Jaguar I-PACE vehicles, corresponding to Defendants' Recall No. H529, citing that an estimated 100 percent of vehicles are affected by the Battery Defect, which stated in part the following:

Descriptive Information:

Jaguar Land Rover is conducting a voluntary safety recall campaign involving certain 2019MY Jaguar I-PACE vehicles built at the Graz Vehicle Assembly Plant from February 21, 2018 - March 11, 2019. 34 vehicles in the United States and Federalized Territories. The basis for the recall population is data from the JLR Service diagnostic system to identify vehicles where there is no record of the correct software installed or there is erroneous software installed by assessing software State of Charge (SoC) limit stored for safety recall H514 interim repair.

Description of the Defect:

Following an internal review of warranty claims for interim recall remedy H514, it was revealed that the interim recall action had been incorrectly completed by a number of retailers. Investigations revealed the retailers had either not started, or not correctly completed, the H514 safety recall software updates per the published repair procedure. As a result, affected vehicles remain with the safety defect.

Description of the Safety Risk:

An incorrectly repaired vehicle will continue to have a risk of vehicle thermal overload condition such as fire or smoke which can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. The owner will not be aware that the prior interim repair was not completed correctly.

Description of the Cause:

NR

Identification of Any Warning that can Occur:

NR

Description of Remedy Program:

Vehicles will have the interim repair update software installed. Vehicles where the H514 final remedy (vehicle reacquisition) is completed do not need this recall to be carried out. There will be no charge to the owners for this repair. Customers who have paid for a repair of this defect out of warranty will be reimbursed by the Jaguar Land Rover reimbursement plan, subject to the usual terms and conditions. In line with recommendations made by manufacturers who have had similar issues and until such time as the safety recall remedy has been completed, retailers and customers should park away from structures. Where possible, vehicles should be charged outside. Customers should also limit their charge to a maximum of 80% until the recall remedy has been completed. The Owner Manual should be consulted to confirm how to monitor vehicle charge level. Owner Manuals are available at www.ownerinfo.jaguar.com

How Remedy Component Differs from Recalled Component:

NR

84. The Defendants' knowledge of the Battery Defect is further demonstrated by the chronology of events leading to Recall H441, as submitted to NHTSA pursuant to Title 49 Code of Federal Regulation § 573.6(c)(6), as follows:

- On February 2, 2022, the Defendant's, JLR PLC's, Product Safety and Compliance Committee ("PSCC") initiated an investigation following reports of vehicle fires submitted through the Defendant's, JLR NA's, critical concerns reporting process. An engineering team was assigned to the investigation and tasked with analyzing available data from vehicles in which fires had been reported, and to provide updates and findings to the PSCC.
- Between February and May 2022, the Defendant, JLR PLC, obtained batteries from vehicles that had experienced thermal overload events, including fires and smoke, for inspection at the Defendant's, JLR PLC's, facilities and returned these batteries to the supplier for further analysis. In conjunction with the battery supplier, the engineering team acquired Diagnostic Over-the-Air ("DOTA") data from affected vehicles and commenced analysis of all available vehicles with DOTA data.

- In June 2022, the PSCC received an update on the status of the investigation and next steps, including the review of unfailed batteries identified as potentially at risk based on DOTA data. During June and July 2022, six unfailed batteries were made available to the supplier for testing and evaluation to compare their condition to the DOTA data.
- In August 2022, feedback from the supplier's detailed analysis was provided to the PSCC, confirming alignment between DOTA data and the physical condition of the batteries.
- During the third quarter of 2022, field inspections of fire-damaged vehicles were completed on three vehicles in the U.S. The battery packs from these vehicles were returned to the supplier's U.S. facility for detailed analysis. From September 2022 onward, the results of this analysis were not yet concluded.
- During the fourth quarter of 2022, further detailed investigations of DOTA data, including engagement of an independent engineering company, indicated that the data could potentially be used to identify at-risk battery packs. Progress on the use of this data was reviewed through January and February 2023.
- On February 28, 2023, the engineering team presented the progress of the investigation to the PSCC, confirming that DOTA data could identify at-risk battery packs and that a small number of vehicles had an elevated risk. The PSCC agreed the issue should be progressed to the Defendant's, JLR NA's, Recall Determination Committee ("**RDC**") for consideration.
- On March 2, 2023, the RDC reviewed the investigation and concluded that 25 traction batteries with an elevated risk of failure should be subject to a safety recall. The RDC further requested that these battery packs be used to determine the scope of any further action. On March 9, 2023, the Defendant, JLR PLC, Jaguar Land Rover submitted a foreign recall notice under 49 C.F.R. § 579.11 to NHTSA for the 25 vehicles due to the potential degraded EV battery condition.
- The investigation continued through March and April 2023, including the receipt

of additional field reports of thermal overload, smoke, and fires. The engineering team continued to analyze these vehicles, including their DOTA data, to define and scope the at-risk population.

- On May 16, 2023, the PSCC reviewed all analysis of vehicle thermal overload conditions and engineering investigations up to that date, and agreed to escalate the issue to the RDC for further consideration.

- On May 18, 2023, although the engineering team had not yet determined whether the high-voltage battery pack assembly was defective, the PSCC recommended a preemptive field action to reduce potential risk. The RDC decided, out of an abundance of caution, to conduct a voluntary safety recall on all affected vehicles, agreeing that, in the absence of a final determination, the recall should cover all I-PACE vehicles manufactured to date.

- As of that date, there had been no reported accidents or injuries, but the Defendants were aware of multiple reports of vehicle thermal overload conditions. The Defendant, JLR PLC, had received eight reports of vehicle fires in the United States on the following dates: June 20, 2019; July 6, 2020; August 31, 2021 (two vehicles); November 11, 2021; December 20, 2021; June 22, 2022; and May 3, 2023.

85. This chronology demonstrates that the Defendants possessed knowledge of the Battery Defect for more than a year prior to the recall announcement, monitored, analyzed, and evaluated affected vehicles, and yet delayed the issuance of a comprehensive recall while vehicles continued to be used, charged, and parked by consumers.

Transport Canada recalls

86. In parallel with United States recall activity, the Defendants issued multiple Notices of Defect and safety recalls filed with Transport Canada concerning the Battery Defect in the Affected Class Vehicles in Canada, including the Province of British Columbia.

87. In its disclosures to Transport Canada, the Defendants similarly identified a risk of battery overheating, smoke, and vehicle fire, including events occurring while the vehicle is parked

or not in use, attributable to internal battery cell failures.

88. Transport Canada recall notices describe internal short circuits within battery cells, resulting in localized overheating and thermal runaway, and acknowledge that such events may occur without prior warning to drivers.

89. As in the United States, the Defendants' initial Transport Canada recall remedies consisted primarily of software updates to the BECM, along with operational restrictions, reduced charging thresholds, and consumer advisories instructing owners to park vehicles outdoors and away from structures.

90. Transport Canada recall records further reflect that subsequent recall actions were required after it became apparent that earlier software-based remedies failed to fully mitigate the safety risk, including in vehicles that had already undergone recall repairs.

91. In later Transport Canada recall actions, the Defendants acknowledged that additional remedial measures were necessary, including battery replacement programs and vehicle repurchase or buyback options for certain vehicles, confirming the inadequacy of prior remedies.

92. The Transport Canada recall history demonstrates that the Battery Defect persisted across multiple recall iterations, and that the safety risk was not resolved through interim software updates.

93. In particular, Transport Canada issued the following recalls based on the corresponding manufacturer recalls.

94. On May 25, 2023, Transport Canada issued Recall 2023-302 for 648 model year 2019–2024 Jaguar I-PACE vehicles, corresponding to the Defendants' Recall No. H441, which stated in part the following:

Issue:

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

Jaguar will notify owners by mail and provide a software update for the battery energy control module. Jaguar recommends parking your vehicle outside and away from other vehicles or buildings until the recall repairs are completed. For 2021 and newer vehicles, Jaguar send a wireless over-the-air software update to each vehicle. For 2019 and 2020 models, Jaguar will instruct you to schedule an appointment to have the update performed by a dealer. This software will monitor the high-voltage battery and warn you if it detects a problem. If this happens, the software will reduce the charging capacity to 75% and direct you to bring your vehicle to a dealership to inspect and, if necessary, replace the battery module and/or pack.

95. On October 19, 2023, Transport Canada issued Recall 2023-564 for 57 model year 2019–2020 Jaguar I-PACE vehicles, corresponding to Defendants’ Recall No. H459, which stated in part the following:

Issue:

On certain vehicles, the recall repairs completed by a Jaguar dealer during recall H441 (Transport Canada recall number 2023-302) may not have been done correctly. As a result, a second repair is required.

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

Jaguar will notify owners by mail and advise you to take your vehicle to a dealership to install a software update for the battery energy control module. This software will monitor the high-voltage battery and warn you if it detects a problem. If this happens, the software will reduce the charging capacity to 75% and direct you to bring your vehicle to a dealership to inspect and, if necessary, replace the battery module and/or pack. Jaguar recommends parking your vehicle outside and away from other vehicles or buildings until the recall repairs are completed.

96. On February 8, 2024, Transport Canada issued Recall 2024-073 for nine model year 2019–2020 Jaguar I-PACE vehicles, corresponding to Defendants’ Recall No. H471, which stated

in part the following:

Issue:

On a small number of vehicles, the recall repairs completed by a Jaguar dealer during recall H441 (Transport Canada recall number 2023-302) may not have been done correctly. As a result, a second repair is required.

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

Jaguar will notify owners by mail and advise you to take your vehicle to a dealership to install a software update for the battery energy control module. This software will monitor the high-voltage battery and warn you if it detects a problem. If this happens, the software will reduce the charging capacity to 75% and direct you to bring your vehicle to a dealership to inspect and, if necessary, replace the battery module and/or pack. Jaguar recommends parking your vehicle outside and away from other vehicles or buildings until the recall repairs are completed.

97. On March 7, 2024, Transport Canada issued Recall 2024-152 for 56 model year 2019 Jaguar I-PACE vehicles, corresponding to Defendants' Recall No. H484, which stated in part the following:

Issue:

On certain vehicles, the recall repairs completed by a Jaguar dealer during recalls H441 (Transport Canada recall number 2023-302) and H459 (Transport Canada recall number 2023-564) may not be effective. For vehicles affected by H441, a second repair is required. For vehicles affected by H441 and H459, a third repair is required.

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

Jaguar will notify owners by mail and advise you to take your vehicle to a dealership to replace the high-voltage battery pack, as necessary. In some cases, Jaguar will offer to repurchase the vehicle. To reduce the safety risk, Jaguar recommends that you monitor your vehicle when charging and unplug the charging cable once your vehicle reaches 75% charge. You should also charge and park your vehicle outside and away from other vehicles or buildings until the recall repairs are completed.

98. On November 19, 2025, Transport Canada issued Recall 2025-639 for one model year 2019 Jaguar I-PACE vehicles, corresponding to Defendants' Recall No. H514 & H536, which stated in part the following:

Issue:

On one vehicle, the recall repairs completed by a Jaguar dealer during recall H441 (Transport Canada recall no. 2023-302) may not be effective. As a result, a second repair is required.

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

Jaguar will notify the owner by mail and advise them to take their vehicle to a dealership to repurchase the vehicle. To reduce the safety risk, Jaguar recommends that you monitor your vehicle when charging and unplug the charging cable once your vehicle reaches 75% charge. You should also charge and park your vehicle outside and away from other vehicles or buildings until the recall repairs are completed.

99. The parallel recall activity in the United States and Canada demonstrates that the Defendants had knowledge of the Battery Defect, the technical means to implement corrective measures, and the opportunity to prevent ongoing risk, yet deliberately delayed effective remediation, prioritizing cost over consumer safety and vehicle reliability.

iv. The Defendants' representations regarding the safety, reliability and durability of the Affected Class Vehicles

100. At all material times to the cause of action, the Defendants made representations to the public, including to the Plaintiff and Class Members, concerning the design, performance, and capabilities of the Affected Class Vehicles through official press releases, promotional materials, and other marketing communications.

101. In the Defendant's, JLR PLC's, official marketing materials, the Jaguar I-PACE was described as a battery electric performance SUV equipped with a state-of-the-art 90 kWh lithium-ion battery system, which delivered competitive electric range and charging capabilities relative to other vehicles in its class. For example, the Defendant, JLR PLC, noted that the Jaguar I-PACE's battery delivers up to 470 km (292 miles) of range on a full charge under the Worldwide Harmonised Light Vehicles Test Procedure and can achieve 0–80 percent charge in approximately 40 minutes using a 100 kW DC rapid charger, while also providing overnight home charging capability.

102. Further, the Defendant's, JLR PLC's, promotional materials described the I-PACE's battery as having advanced engineering, incorporating a 90 kWh battery pack designed for use in everyday driving conditions, including city commutes and longer journeys, with performance characteristics intended to balance energy storage, range, and usability.

103. The Defendants' representations concerning the Affected Class Vehicles were material to the Plaintiff's and putative class members' decisions to purchase or lease the vehicles, including the expectation that the high-voltage battery system would perform reliably and maintain its promised range and charging characteristics throughout normal use.

104. Contrary to these representations, the Affected Class Vehicles contain the Battery Defect, which causes the high-voltage battery to be prone to internal short circuits, thermal runaway, and an unreasonable risk of fire and/or explosion. As a result, the Affected Class Vehicles are not safe, reliable, durable, or free from defect as reasonably expected and represented by the Defendants.

105. The Defendants' representations regarding the performance and capabilities of the Affected Class Vehicles' battery system, including range and charging capabilities, were widely

disseminated and formed part of the basis of the bargain for the Plaintiff and Class Members.

v. The warranties provided by the Defendants

106. At all material times to the cause of action herein, the Defendants provided written express warranties to purchasers and lessees of the Affected Class Vehicles covering defects in materials or workmanship, including coverage for the high-voltage traction battery system.

107. Under the Defendants' New Vehicle Limited Warranty, each new Jaguar-brand vehicle, including the Affected Class Vehicles, was covered for repairs and replacements of defective components for a period of 4 years or 80,000 kilometers, whichever occurs first, subject to stated exclusions.

108. The Defendants further provided a warranty for the Affected Class Vehicles' lithium-ion high-voltage battery, covering defects in materials or workmanship and battery performance, redeemable in the case of any manufacturing defect in the battery or where the battery capacity drops below a specified state of health, for a period of 8 years or 160,000 kilometers, whichever occurs first.

109. The Defendants' express warranties expressly covered charging-related and battery electric vehicle components, including the high-voltage traction battery and all components integral to its proper operation, storage, and charging functions, subject to the terms, conditions, limitations, and exclusions set out in the warranty documentation provided to purchasers and lessees.

110. The express warranty terms formed part of the basis of the bargain and were a material inducement in the Plaintiff's and Class Members' decisions to purchase or lease the Affected Class Vehicles.

vi. The Battery Defect poses a real, substantial and imminent risk of harm or injury to vehicle occupant safety and renders the Affected Class Vehicles *per se* defective

111. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act*, S.C. 1993, c.16 ("*MVSA*") and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038 ("*Regulations*"). The Minister of Transport has the power and authority to verify that companies and persons comply with the *MVSA*, *Regulations* and vehicle safety standards. Transport Canada

is delegated the authority to oversee the *MVSA* and *Regulations*. In the United States, the NHTSA oversees, *inter alia*, vehicle safety standards, such as the *Federal Motor Vehicle Safety Standard* (“*FMVSS*”). Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations*.

112. Vehicle manufacturers are required to file a report with Transport Canada and NHTSA within five days of identifying any safety related defects in their vehicles pursuant to the *MVSA* and *FMVSS*. The initial report is required to identify all vehicles potentially containing the defect and include a description of the manufacturer’s basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall. Additionally, the report must contain a “description of the defect” and identify and describe the risk to motor vehicle safety reasonably related to the defect.

113. The purpose of these government regulations is to facilitate the notification of owners of defective and noncomplying motor vehicles, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *MVSA* and *FMVSS* among vehicle manufacturers.

114. The Defendants have failed and/or neglected to comply with their mandatory obligations under the *MVSA* and *Regulations* to provide the Class Members with an adequate remedy or fix for the Battery Defect in the Affected Class Vehicles. As such, Class Members are left to drive vehicles that pose a real, substantial and imminent risk of harm, injury and/or death.

vii. Regulatory compliance does not preclude liability

115. Any compliance by the Defendants with NHTSA, Transport Canada, or other regulatory reporting, recall, or remedial requirements does not absolve the Defendants of liability for the harms caused by the Battery Defect.

116. Regulatory approval of, or acquiescence in, a recall remedy—whether interim or permanent—does not constitute a determination that the Affected Class Vehicles are free from

defects, safe for ordinary use, or reasonably fit for their intended purpose.

117. The Defendants' obligations under applicable consumer protection legislation, common law duties of care, contractual warranties, and duties to warn exist independently of, and in addition to, any regulatory compliance obligations.

118. The Defendants cannot rely on regulatory compliance as a defence where, as here, the recall remedies were inadequate, ineffective, and failed to eliminate the underlying safety hazard, and where the Defendants continued to expose consumers to an unreasonable risk of harm.

119. Further, regulatory compliance does not excuse the Defendants' failure to disclose material facts concerning the Battery Defect at the point of sale or lease, nor does it negate the Defendants' duty to provide an effective and permanent remedy for a known safety-related defect.

120. The Defendants' reliance on interim, software-based recall measures, and the continued issuance of follow-up recalls, demonstrates that regulatory compliance was treated as a minimum threshold, rather than as a substitute for fulfilling the Defendants' broader legal and consumer protection obligations.

121. To the extent the Defendants contend that their conduct was reasonable because it was undertaken in coordination with or approved by regulators, such contentions raise issues of fact and law that do not defeat the Plaintiff's claims and are not a bar to liability, including liability for damages, restitution, and punitive relief.

viii. Agency relationship between Defendants and their authorized dealerships as to the Affected Class Vehicles

122. The Defendants have expressly or impliedly acknowledged that Jaguar-authorized dealerships (the "**Dealerships**") are their sales and service agents. The Dealerships have accepted that undertaking, and the Defendants exercise the ability to control the Dealerships, thereby establishing a principal-agent relationship, as further detailed below:

- (a) The Defendants can terminate the relationship with the Dealerships at will;
- (b) The relationship between the Defendants and the Dealerships is indefinite and ongoing;

- (c) The Defendants are in the business of selling vehicles, as are the Dealerships;
- (d) The Defendants provide tools, systems, training, and support necessary for the Dealerships to sell vehicles and perform warranty services;
- (e) The Defendants regularly supervise and audit the Dealerships' operations, including sales, service, and customer communications;
- (f) Without the Defendants the Dealerships would not exist;
- (g) The Defendants as the principal require the following of the Dealerships:
 - (i) reporting of sales;
 - (ii) computer network connection with the Defendants;
 - (iii) training of their sales and technical personnel;
 - (iv) use of the Defendants-supplied computer software;
 - (v) participation in the Defendants' training programs;
 - (vi) establishment and maintenance of service departments in the Dealerships;
 - (vii) certification of the Defendants' pre-owned vehicles;
 - (viii) reporting to the Defendants with respect to vehicle delivery and sales, including, but not limited to: the names, addresses, preferred titles, telephone numbers (primary and business), and e-mail addresses of owners and/or lessees; vehicle identification numbers; delivery dates; type of sale; lease or finance terms; applicable factory incentive coding; odometer readings at delivery; extended service contract sale designations, if any; and the names of the dealership employees involved in the delivery; and
 - (ix) displaying the Defendants' logos on signs, literature, products, and brochures within the vehicle showroom.
- (h) Dealerships bind the Defendants with respect to:

- (i) warranty repairs on the vehicles the dealers sell; and
 - (ii) issuing service contracts administered by the Defendants.
- (i) The Defendants further exercise control over the Dealerships with respect to:
- (i) financial incentives given to their employees;
 - (ii) locations of the Dealerships;
 - (iii) testing and certification of their personnel and technicians to ensure compliance with the Defendants' policies and procedures; and
 - (iv) customer satisfaction surveys, pursuant to which the Defendants allocate the number of their cars to the Dealerships, thereby directly controlling their profits.
- (j) The Dealerships sell the Defendants' vehicles on the Defendants behalf, pursuant to a "floor plan," and the Defendants do not receive payment for their cars until the Dealerships sell them.
- (k) Dealerships bear the Defendant brand names, use their logos in advertising and on warranty repair orders, post Jaguar brand signs for the public to see, and enjoy a franchise to sell the Defendants products, including the Affected Class Vehicles.
- (l) The Defendants require the Dealerships to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants' warranties, and the servicing of defective vehicles such as the Affected Class Vehicles.
- (m) The Defendants require the Dealerships to post the Defendants' brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized Jaguar dealers and servicing outlets for the Defendants' vehicles.

- (n) The Defendants require their dealers to use service and repair forms containing their brand names and logos.
- (o) The Defendants require the Dealerships to perform the Defendants' warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by the Defendants.
- (p) The Defendants require the Dealerships to use parts and tools either provided by the Defendants or approved by Defendants and to inform the Defendants when dealers discover that unauthorized parts have been installed on one of the Defendants' vehicles.
- (q) The Defendants require the Dealerships' service and repair employees to be trained by the Defendants in the methods of repair of the Defendants' vehicles.
- (r) The Defendants audit the Dealerships' sales and service departments and directly contact customers of the Dealerships to assess their level of satisfaction with sales and repair services. Based on these assessments, the Defendants provide financial incentives or impose reprimands on the Dealerships.
- (s) The Defendants require the Dealerships to provide them with monthly statements and records pertaining, in part, the sales and servicing of the Defendants' vehicles.
- (t) The Defendants provides technical service bulletins and messages to the Dealerships detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.
- (u) The Defendants provide the Dealerships with specially trained service and repair consultants with whom the Dealerships' personnel are required to consult when they are unable to correct a vehicle defect on their own.
- (v) The Defendants require Jaguar-brand vehicle owners to go to the Dealerships to obtain servicing under the Defendants' warranties.

- (w) The Dealerships are required to notify the Defendants whenever a car is sold or put into warranty service.

Part 2: RELIEF SOUGHT

123. The Plaintiff, on her own behalf and on behalf of Class Members, claims against the Defendants, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 (the “CPA”), and appointing the Plaintiff as representative plaintiff;
- (b) a declaration that the Defendants
 - (i) were negligent in the manufacture and/or design of the Affected Class Vehicles causing the Plaintiff and Class Members to suffer damages;
 - (ii) breached their duty of care to the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages;
 - (iii) breached the terms of their express warranty, and are consequently liable to the Plaintiff and Class Members for damages;
 - (iv) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages pursuant to sections 18(a), (b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410 (“SGA”); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a), (b) and 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a), (b) and 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a),

(b) and 50 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and sections 18(a), (b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 to 1730 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q.-1991 (collectively, the “**Provincial Sale of Goods Acts**,” unless otherwise referred to individually);

- (v) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;
- (vi) breached the duty to act in good faith and with honesty in representations and in the performance of obligations, pursuant to articles 6, 7, and 1375 of the *Civil Code of Québec*, C.Q.L.R., c C.C.Q.-1991; and
- (vii) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; articles 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, (collectively, the “**Parallel Consumer Protection Legislation**,” unless otherwise referred to individually), and are consequently liable to the Plaintiff and Class Members for damages;

(c) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and the *Parallel Consumer Protection Legislation*, and waiving any such applicable notice provisions;

- (d) an order for the statutory remedies available under the *BPCPA*, and the *Parallel Consumer Protection Legislation*, including damages, cancellation and/or rescission of the purchase of the Affected Class Vehicles;
- (e) an order directing the Defendants to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; section 93(1)(f) of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c. B120; section 18(11) of the *Consumer Protection Act*, 2002, S.O. 2002, c. 30, Sch A; section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c. C-18.1; *Consumer Protection Act*, S.N.B. 2024, c. 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- (f) a declaration that the Defendants breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 ("**Competition Act**") and are consequently liable to the Plaintiff and Class Members for damages;
- (g) an order enjoining the Defendants from continuing their unlawful and unfair business practices as alleged herein;
- (h) a declaration that the Defendants fraudulently concealed the Battery Defect in the Affected Class Vehicles from the Plaintiff and Class Members;
- (i) injunctive and/or declaratory relief requiring the Defendants to recall, repair and/or replace the defective high-voltage battery equipped in the Affected Class Vehicles and/or buy back all Affected Class Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (j) an order pursuant to section 24 of the *CPA* requiring the Defendants to pay the costs of notice to the Class and the costs of administering any plan of distribution, together with applicable taxes;

- (k) an order pursuant to section 29 of the *CPA* directing an aggregate assessment of damages;
- (l) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (m) punitive damages;
- (n) costs of investigation pursuant to section 36 of the *Competition Act*;
- (o) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (p) such further and other relief as this Honorable Court deems just.

Part 3: LEGAL BASIS

A. Jurisdiction

124. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 ("*CJPTA*") in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;

- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

B. Causes of Action

i. Negligence

125. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

126. At all material times to the cause of action herein, the Defendants owed the Plaintiff and Class Members a duty of care to design, engineer, manufacture, assemble, test, market, distribute, and supply vehicles that were reasonably safe and free from defects. The Affected Class Vehicles, equipped with defective high-voltage lithium-ion traction battery, pose a real and substantial danger due to the risk of overheating, internal short circuiting, thermal runaway, fire, and explosion, including while the vehicles are parked and not in operation.

127. The Defendants, as designers, engineers, manufacturers, promoters, marketers, distributors, and suppliers of the Affected Class Vehicles intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the vehicles were reasonably safe for their intended and foreseeable uses.

128. At all material times to the cause of action herein, the Defendants breached this duty of care. They knew, or ought to have known, that the high-voltage battery installed in the Affected Class Vehicles was susceptible to internal cell failures capable of causing overheating, thermal events, and vehicle fires, posing a real, substantial, and imminent risk of serious injury, death, and property damage. Despite such knowledge, the Defendants continued to manufacture, distribute, sell, lease, and/or place the Affected Class Vehicles into the stream of commerce.

129. The Defendants owed an ongoing duty to monitor the safety and post-market performance of the Affected Class Vehicles. They further owed a duty to warn, or promptly warn, the Plaintiff and Class Members of the battery-related fire risk, including the risk of spontaneous thermal events occurring while vehicles are parked or not charging, but failed to do so in a timely

and adequate manner.

130. By designing, manufacturing, distributing, selling, leasing, and/or placing the Affected Class Vehicles, into the Canadian stream of commerce, the Defendants were in a position of legal proximity to the Plaintiff and Class Members and were under an obligation to be aware of, investigate, and address safety risks associated with the design, materials, manufacture, and performance of the high-voltage battery and associated systems.

131. It was reasonably foreseeable that the Defendants' failure to equip the Affected Class Vehicles with a high-voltage battery free from manufacturing defects, and their failure to adequately monitor post-sale incidents and implement effective corrective measures, would result in thermal events, fires, explosions, and consequent personal injury, property damage, and economic loss to the Plaintiff and Class Members.

132. The Defendants, through their employees, officers, directors, and agents, failed to meet the reasonable standard of care expected of a vehicle supplier, distributor, and/or manufacturer in the circumstances, in that they:

- (a) knew, or ought to have known, of the Battery Defect and the associated fire risk in the Affected Class Vehicles;
- (b) designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, leased, and/or sold vehicles equipped with high-voltage battery susceptible to internal cell failure, short circuiting, overheating, and thermal runaway, thereby posing a real, substantial, and imminent risk of harm, injury, and/or death to vehicle occupants;
- (c) failed to timely and adequately warn the Plaintiff, Class Members, and consumers of the risk of battery-related fires, including fires occurring while vehicles are parked and not in use;
- (d) failed to properly investigate, inspect, redesign, repair, or replace the defective high-voltage battery and associated systems;

- (e) concealing or failing to disclose material information concerning the Battery Defect and the associated safety risks;
- (f) issuing recalls and remedial measures that relied primarily on software-based monitoring and charge-limiting strategies that did not correct the underlying physical defect in the battery cells;
- (g) failed to timely issue and implement effective safety recalls, battery replacements, or other corrective actions capable of eliminating the fire risk; and
- (h) failing to exercise reasonable care and skill in matters of battery design, materials selection, manufacturing processes, quality control, and safety assurance, as would reasonably be expected of a manufacturer and distributor of electric vehicles.

133. As a direct and proximate result of the Battery Defect and the Defendants' negligence, including their failure to warn and failure to implement adequate corrective measures, the Plaintiff and Class Members have suffered and will continue to suffer loss and damage, including but not limited to: (i) destruction or damage to vehicles and real property; (ii) diminished value of the Affected Class Vehicles; (iii) out-of-pocket expenses, including towing, storage, alternative transportation, and vehicle payments; (iv) loss of use and enjoyment of their vehicles; and (v) exposure to an ongoing, real, and substantial risk of serious harm.

ii. Breach of Express Warranty

134. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

135. At all material times to the cause of action herein, the Defendants, as express warrantors, manufacturers, distributors, suppliers, and/or merchants, issued express warranties requiring that the Affected Class Vehicles, including their high-voltage battery and associated systems, conform to the terms of those warranties and be free from defects in materials and workmanship.

136. The Defendants marketed, distributed, and/or sold the Affected Class Vehicles in Canada, including in the Province of British Columbia, as safe, reliable, and durable vehicles

through authorized dealerships and/or independent retail dealers. These representations formed part of the basis of the bargain in the Plaintiff's and Class Members' decisions to purchase and/or lease the Affected Class Vehicles.

137. Under the written warranty applicable to the lithium-ion traction battery installed in the Affected Class Vehicles, the Defendants' expressly warranted against defects in materials or workmanship of the high-voltage batteries for a period of eight years or 160,000 kilometers, whichever occurs first, subject to limited stated exclusions.

138. The Defendants also provided a separate battery capacity assurance, under which a loss of battery capacity below a specified threshold during the warranty period may be addressed in accordance with procedures determined by the Defendants.

139. In particular, the high-voltage battery warranty expressly distinguishes between (i) capacity degradation, which may occur gradually over time, and (ii) defects in materials or workmanship, including physical failures within battery cells and assemblies, which are covered regardless of measured capacity.

140. The Battery Defect alleged herein is a manufacturing defect in materials and/or workmanship, including internal battery cell failures that can lead to overheating, short circuiting, thermal runaway, fire, and catastrophic battery failure. It is not a claim based on ordinary or gradual capacity loss.

141. The express warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

142. Under the express warranties, the Defendants promised to repair or replace the high-voltage traction battery, or affected battery components, free of charge if a defect in materials or workmanship occurred within the applicable warranty period.

143. The Defendants further represented that the Affected Class Vehicles were safe, reliable, and suitable for ordinary consumer use, and that the Defendants would stand behind the quality of their electric vehicle technology by promptly correcting defects. These representations contributed to concealing the existence of the Battery Defect and shifted the risk and costs of battery failure,

fire, and loss onto the Plaintiff and Class Members.

144. Under the express warranties, the Defendants promised to repair or replace the defective high-voltage battery and associated systems within a reasonable time. As alleged herein, the Defendants breached their express warranties by concealing the Battery Defect and by failing to provide an effective repair or replacement capable of remedying the underlying defect.

145. The Plaintiff and Class Members experienced manifestations of the Battery Defect within the applicable warranty periods, including battery thermal events, fire risk, and total battery failure, but lacked knowledge of the defect and its safety implications, which were known to and concealed by the Defendants.

146. Despite the existence of express warranties, the Defendants failed to inform the Plaintiff and Class Members that the Affected Class Vehicles were equipped with a defective high-voltage battery and failed to provide a suitable repair or replacement free of charge and within a reasonable time.

147. The Defendants' reliance on software-based monitoring, charge-limiting, and warning strategies as recall remedies does not repair or correct the underlying physical defect in the high-voltage battery and therefore does not satisfy the Defendants' express warranty obligations.

148. The failure to provide a suitable and effective repair or replacement of the defective high-voltage battery systems constitutes a breach of the express warranties and renders those warranties futile.

149. The defective high-voltage battery and associated systems are substantially certain to prematurely fail, overheat, short circuit, or experience thermal runaway as a result of defects in materials and/or workmanship present at the time of manufacture.

150. The Defendants breached their express warranties by selling and/or leasing Affected Class Vehicles that were defective in design, materials, and manufacture with respect to their high-voltage battery and associated systems.

151. The Defendants further breached their express warranties by failing to repair or replace the defective high-voltage battery equipped in the Affected Class Vehicles, notwithstanding the

existence of the Battery Defect at the time of sale or lease.

152. As a result of the Battery Defect, the Affected Class Vehicles were not of merchantable quality and were unfit for their ordinary purpose, including safe operation and ordinary parking and charging, because they posed a real, substantial, and imminent risk of injury or harm from fire and catastrophic failure,

153. The Plaintiff and Class Members had sufficient direct dealings with the Defendants, their agents, and/or authorized dealerships to establish privity of contract. In the alternative, privity is not required because the Plaintiff and Class Members are intended third-party beneficiaries of the express warranties issued in connection with the sale and lease of the Affected Class Vehicles.

154. The Defendants received notice of the Battery Defect through consumer complaints, warranty claims, fire incident reports, internal investigations, investigations by vehicle safety regulators, and their own testing and analysis. Any further opportunity to cure would be futile, as the Defendants have long been aware of the defect and have failed to provide a repair or replacement that eliminates the safety risk.

155. Any attempt by the Defendants to disclaim or limit liability through the express warranties is unconscionable and unenforceable. The Defendants knowingly sold vehicles with a latent, safety-related battery defect and failed to disclose that defect to consumers.

156. The limited warranty fails in its essential purpose because the promised remedy—repair or replacement of the defective high-voltage battery—has not been provided within a reasonable time and has not made the Plaintiff and Class Members whole.

157. The Defendants knew that the Affected Class Vehicles did not conform to their express warranties and nevertheless induced the Plaintiff and Class Members to purchase and/or lease the vehicles through false or misleading representations regarding safety, reliability, and durability.

158. The Plaintiff and Class Members experienced the Battery Defect within the warranty periods but were unaware of its existence due to the Defendants' concealment. Despite the express warranties, the Defendants improperly shifted the costs and risks of battery failure, fire, and loss onto consumers.

159. As a result of the Battery Defect, the Affected Class Vehicles are unreliable, unsafe, and unsuitable for ordinary use, and owners and lessees have lost confidence in their ability to safely operate and park the vehicles.

160. The Plaintiff and Class Members could not reasonably have discovered the Battery Defect at the time of purchase or lease.

161. As a direct and proximate result of the Defendants' breach of express warranties, the Plaintiff and Class Members have suffered loss and damage.

162. As additional and/or alternative relief, the Plaintiff and Class Members seek revocation of acceptance of the Affected Class Vehicles, restitution of purchase prices and/or lease payments, and recovery of all incidental and consequential damages permitted by law.

iii. Breach of the Implied Warranties or Condition of Merchantability pursuant to SGA and Parallel Provincial Sale of Goods Legislation

163. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

164. The Defendants are a "seller" with respect to the Affected Class Vehicles within the meaning of the *SGA*, and the *Provincial Sale of Goods Acts*, pursuant to its role in manufacturing, marketing, distributing, supplying, and/or selling the Affected Class Vehicles directly or through its authorized Canadian dealers, distributors, resellers, retailers, and/or intermediaries.

165. At all relevant times to the cause of action herein, the Defendants were sellers of the Affected Class Vehicles equipped with a defective lithium-ion high-voltage traction battery. The Defendants marketed and sold such vehicles to consumers through authorized dealers for their ordinary and intended use, and knew that the vehicles would pass unchanged from dealers to end purchasers and lessees, including the Plaintiff and Class Members.

166. The high-voltage battery equipped in the Affected Class Vehicles contains a latent manufacturing defect, including defects in the internal construction of battery cells such as folded and/or bent anode tabs, which increase the likelihood of lithium plating, separator damage, internal short circuits, electrical arcing, thermal runaway, and vehicle fire or explosion, including while the

vehicle is parked and not charging.

167. A warranty that the Affected Class Vehicles were in merchantable condition was implied by law pursuant to sections 18(a) and/or (b) of the *SGA*, sections 16(2) and/or (4) of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1) and/or (2) of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a) and/or (c) of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; sections 18(a) and (b) of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 and 1728 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

168. The Defendants marketed, distributed, and/or sold the Affected Class Vehicles in Canada, including in the Province of British Columbia, as safe, reliable, and durable vehicles with advanced battery technology. These representations formed part of the basis of the bargain for Class Members' purchases and/or leases.

169. The Affected Class Vehicles were defective at the time they left the possession and control of the Defendants. The Defendants knew, or ought to have known, of the Battery Defect at the time of sale and distribution. Accordingly, the Affected Class Vehicles were not of merchantable quality and were not fit for their ordinary purpose at the time of sale and at all material times thereafter.

170. The Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles directly or indirectly from the Defendants through subsidiaries, authorized dealers, agents, or other intermediaries, and were intended end users of the vehicles. At all relevant times, the Defendants were manufacturers, distributors, warrantors, and/or sellers of the Affected Class Vehicles.

171. Privity of contract exists, or alternatively vertical privity exists, between the Plaintiff and Class Members and the Defendants. In the further alternative, privity is not required because the Plaintiff and Class Members are intended third-party beneficiaries of the contracts between the

Defendants and their authorized dealers and distributors, including the implied warranties arising therefrom.

172. The Defendants' authorized dealers and distributors acted as intermediaries and were not end users of the Affected Class Vehicles. The implied warranties were intended to benefit, and were relied upon by purchasers and lessees of the Affected Class Vehicles.

173. The Defendants knew or had reason to know the ordinary purpose for which the Affected Class Vehicles were purchased and/or leased, namely safe, reliable, and durable personal transportation.

174. As a result of the Battery Defect, the Affected Class Vehicles were not of merchantable quality when sold and/or leased and were unfit for their ordinary purpose, as they were prone to internal short circuits, thermal runaway, sudden loss of motive power, and vehicle fire or explosion.

175. The Defendants knew, or ought to have known, of the Battery Defect and were therefore in a position to cure the breach of implied warranties, but failed to do so.

176. At all material times to the cause of action herein, the Defendants knew, or ought to have known, that the Affected Class Vehicles were defective and not of merchantable quality, yet continued to manufacture, market, distribute, and sell the vehicles without disclosure of the defect. The vehicles remained defective when delivered to dealers and when ultimately delivered to the Plaintiff and Class Members.

177. Any attempt by the Defendants to disclaim or limit the implied warranty or condition of merchantability is unconscionable and unenforceable. The Defendants knowingly sold defective vehicles without disclosure of the Battery Defect, and the warranty limitations unreasonably favored the Defendants in circumstances involving a latent defect affecting vehicle operability and safety.

178. The Plaintiff and Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of the Defendants' conduct alleged herein. Affording the Defendants a reasonable opportunity to cure their breach of

written warranties, therefore, would be unnecessary and futile.

179. As a direct and proximate result of the Defendants' breach of implied warranties or conditions of merchantability, the Plaintiff and Class Members have suffered loss, diminution and/or damage, pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; section 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; section 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; section 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; section 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; section 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; section 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; section 60 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; section 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726, 1727, and 1739 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

iv. Violation of *BPCPA* and Parallel Provincial Consumer Protection Legislation

180. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

181. At all material times to the cause of action herein, the Defendants carried on business in British Columbia for the purposes of the *BPCPA*, and in other provinces with the *Parallel Consumer Protection Legislation*.

182. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1) of the *BPCPA*, and the corresponding definitions under the *Parallel Consumer Protection Legislation*.

183. The Plaintiff Class Members in British Columbia who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are "consumers" within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

184. The purchase or lease of the Affected Class Vehicles by the Plaintiff and Class Members in British Columbia for personal, family or household purposes, and not for resale or for

carrying on business constitutes a “consumer transaction” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

185. The Defendants are a “supplier” within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*, as they carried on business in British Columbia and, in the course of business, participated in consumer transactions by supplying goods to consumers and/or soliciting, offering, advertising, marketing, or promoting consumer transactions, whether or not privity of contract existed between the Defendants and the consumers.

186. The Defendants are the supplier and/or manufacturer of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including Class Members in British Columbia. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.

187. By failing to disclose and actively concealing the Battery Defect, the Defendants engaged in unfair and deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA* and the relevant provisions of the *Parallel Consumer Protection Legislation*. The Defendants knew, or ought to have known, that the Affected Class Vehicles were equipped with a defective high-voltage battery containing manufacturing defects, including folded and/or bent anode tabs, which increase the likelihood of lithium plating, separator damage, internal short circuits, electrical arcing, and/or thermal runaway, all of which lead to vehicle fire or explosion, including while parked and not charging.

188. As alleged herein, the Defendants made misleading representations and omissions concerning the safety, reliability and durability of the Affected Class Vehicles.

189. In purchasing or leasing the Affected Class Vehicles, the Plaintiff and Class Members were deceived by the Defendants’ failure to disclose their knowledge of the Battery Defect and the associated safety risks.

190. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to the Plaintiff and Class Members that the Affected Class Vehicles were equipped with a defective high-voltage battery susceptible to internal short circuiting and thermal

runaway. Without limitation, the Defendants engaged in unfair or deceptive acts or practices contrary to the *BPCPA*, and the *Parallel Consumer Protection Legislation*, by:

- (a) failing to disclose that the Affected Class Vehicles were not of a particular standard, quality, or grade;
- (b) failing to disclose known material defects or material non-conformities affecting the high-voltage battery;
- (c) failing to disclose that the Affected Class Vehicles were defective, not in good working order, and not fit for their ordinary and intended use, and created a real, substantial, and unreasonable of harm, injury and/or death;
- (d) failing to provide adequate warnings or notices regarding the Battery Defect and associated risks, despite possessing exclusive knowledge thereof;
- (e) failing to disclose, or actively concealing, the existence, nature, and/or scope of the Battery Defect; and
- (f) representing that the Affected Class Vehicles were safe, reliable and durable despite knowledge of the Battery Defect; and
- (g) representing that any defects in the high-voltage battery and associated systems would be covered under their warranty program.

191. The Defendants' failure to disclose their exclusive knowledge of the Battery Defect caused the Plaintiff and Class Members to enter into consumer transactions they otherwise would not have entered into, or would have entered into only at a substantially lower price.

192. By reason of the foregoing, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*.

193. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the safety, reliability and durability of the Affected Class Vehicles by:

- (a) publishing Owners' Manuals, and marketing and promotional materials, that made materially misleading omissions as to claims of safety, reliability and durability while omitting any warning that the Affected Class Vehicles were equipped with a defective high-voltage battery susceptible to internal short circuiting and thermal runaway;
- (b) disseminating advertisements and promotional materials that omitted material information regarding the Battery Defect; and
- (c) emphasizing claims of safety, reliability, and durability inconsistent with the true condition of the Affected Class Vehicles.

194. The Defendants' conduct, as alleged herein was, and is, in violation of sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*, by:

- (a) representing that the Affected Class Vehicles were defect-free and safe when they were not;
- (b) representing that the Affected Class Vehicles were of a particular standard, quality, or grade when they were not;
- (c) advertising the Affected Class Vehicles in a manner that was materially misleading; and
- (d) representing that the Affected Class Vehicles conformed to prior representations regarding safety, reliability, and durability, when they did not.

195. Class Members could not have reasonably discovered the Battery Defect or the Defendants' misrepresentations prior to purchase or lease.

196. The Defendants intentionally or recklessly misrepresented and omitted material facts regarding the Affected Class Vehicles with the intent that consumers rely upon those misrepresentations and omissions.

197. Class Members reasonably relied on the Defendants' representations and omissions in purchasing or leasing the Affected Class Vehicles.

198. The Defendants knew, or ought to have known, that their conduct violated the *BPCPA* and the *Parallel Consumer Protection Legislation*.

199. The Defendants owed a duty to disclose the Battery Defect because it created serious safety risks, the Defendants possessed exclusive knowledge of the Defect, and consumers could not reasonably have discovered it.

200. The Defendants' conduct proximately caused loss and damage to the Plaintiff and Class Members.

201. Class Members suffered ascertainable loss and damage, including repair and replacement costs, loss of use, rental vehicle expenses, overpayment, and diminution in value of the Affected Class Vehicles.

202. The Defendants' conduct continues to cause harm and affects the public interest.

203. The facts concealed and omitted by the Defendants were material and would have been important to a reasonable consumer in deciding whether to purchase or lease an Affected Class Vehicle.

204. As a result of the Defendants' conduct as alleged herein, Class Members in British Columbia are entitled to: (i) a declaration under section 172(1)(a) of the *BPCPA* that the Defendants' acts or practices in respect of the purchase of the Affected Class Vehicles contravened the *BPCPA*; (ii) an injunction under section 172(1)(b) of the *BPCPA* restraining such conduct; and/or (iii) damages under section 171 of the *BPCPA*. Class Members in other provinces are likewise entitled to comparable remedies available under the *Parallel Consumer Protection Legislation*.

205. Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) of the *BPCPA*, and Class Members in other provinces are entitled to similar relief under the applicable provisions of the *Parallel Consumer Protection Legislation*, as a result of the Defendants' failure to disclose, and active concealment of, the Battery Defect, as well as their misrepresentations concerning the safety, reliability and durability of the Affected Class Vehicles.

v. Breach of the *Competition Act*

206. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

207. By making representations to the public concerning the safety, reliability, and durability of the Affected Class Vehicles, the Defendants breached sections 36 and/or 52 of the *Competition Act*, in that such representations:

- (a) were made to the public through advertising, promotional materials, owners' manuals, technical publications, statements, and other standardized representations;
- (b) were made for the purpose of promoting the supply, use, or sale of the Affected Class Vehicles and advancing the Defendants' business interests; and
- (c) were false or misleading in a material respect.

208. At all material times to the cause of action herein, the Defendants were the manufacturers, sellers, and/or suppliers of the Affected Class Vehicles. Contractual privity and/or vertical privity existed between the Plaintiff and Class Members and the Defendants, as the Defendants' authorized dealers and distributors acted as their agents in the marketing and sale of the Affected Class Vehicles.

209. The Defendants engaged in unfair competition and unlawful business practices by the acts, statements, and omissions described herein, including knowingly and intentionally concealing a material defect in the high-voltage battery, together with the associated safety risks, costs, and economic consequences. The Defendants were in a superior position to know the true facts relating to the Battery Defect, and the Plaintiff and Class Members could not reasonably have discovered those facts.

210. The Battery Defect constitutes a serious and material safety issue. The Defendants had a duty to disclose the existence, nature, and scope of the Battery Defect to consumers. Their failure to do so, while continuing to market the Affected Class Vehicles as safe, reliable, and durable was false or misleading in a material respect and contrary to sections 36 and/or 52 of the *Competition Act*.

211. These acts and practices deceived the Plaintiff and Class Members. The omitted and concealed information concerning the Battery Defect was material and would have been important to reasonable consumers in deciding whether to purchase or lease the Affected Class Vehicles, or the price they were prepared to pay.

212. The Plaintiff and Class Members relied upon the Defendants' representations concerning the safety, reliability, and durability of the Affected Class Vehicles to their detriment in purchasing or leasing the Affected Class Vehicles, thereby suffering loss and damage.

213. The Plaintiff and Class Members have suffered damages as a result of the Defendants' conduct and are entitled to recover damages pursuant to section 36(1) of the *Competition Act*, together with interest, investigation costs, and such further and other relief as this Honorable Court may deem just.

vi. Fraudulent Concealment

214. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

215. The Defendants intentionally and knowingly concealed, suppressed, and/or omitted material facts concerning the standard, quality, and condition of the Affected Class Vehicles, including the existence of a manufacturing defect within the high-voltage battery and the corresponding safety risks, with the intent that the Plaintiff and Class Members rely on those omissions. As a direct result of this conduct, the Plaintiff and Class Members have suffered actual damages.

216. The Defendants knew, or ought to have known, at the time of design, manufacture, testing, distribution, and sale—and thereafter, including as a result of pre-production testing, validation studies, warranty data, field reports, fire investigations, and internal analyses—that certain battery cells incorporated a bent or folded anode tabs and were susceptible to lithium plating, internal short circuiting, electric arcing, and thermal runaway. Despite this knowledge, the Defendants concealed the Battery Defect and failed to adequately repair, replace, or permanently remedy the defective high-voltage battery during the applicable warranty periods, or at all. To date, Class Members have not been provided with a permanent and effective fix for the Battery Defect.

217. The Defendants owed a duty to disclose the Battery Defect and its associated safety risks to the Plaintiff and Class Members because the Defendants possessed superior and exclusive knowledge of the defect. The Defendants further owed a duty to disclose material information relating to the safety, reliability, and durability of the Affected Class Vehicles, which they consistently marketed as safe, reliable, and durable.

218. Having represented that the Affected Class Vehicles were safe, reliable, and durable, the Defendants were under a duty to disclose the omitted material facts concerning the Battery Defect. Instead, the Defendants intentionally concealed, suppressed, and/or omitted material facts regarding the existence and scope of the Battery Defect and its associated risks of sudden loss of motive power, fire, and/or explosion, in order to sell additional vehicles and avoid the substantial costs associated with disclosure, recall, battery replacement, or buyback.

219. No reasonable consumer expects a vehicle to contain a concealed defect in manufacture, materials, or workmanship that compromises safety, reliability, or ordinary use.

220. The Defendants intended to conceal the material facts concerning the Battery Defect with the intent to deceive consumers. This intent is evidenced by, *inter alia*, the Defendants' failure to timely disclose the defect, delay in implementing corrective action, reliance on interim software-based or monitoring measures rather than full battery replacement, and continued marketing of the Affected Class Vehicles as safe, reliable and durable despite knowledge of the underlying manufacturing defect. The Defendants benefitted from this concealment by charging a price premium and avoiding the costs of full remediation.

221. The Plaintiff and Class Members would not have purchased or leased the Affected Class Vehicles, or would have paid less for them, had the Defendants disclosed the Battery Defect and the associated safety risks.

222. The Defendants knew that their concealment and suppression of material facts concerning the Battery Defect was false and misleading and intended to induce the purchase or lease of the Affected Class Vehicles, while discouraging consumers from seeking replacement, repair, rescission, or other remedies during applicable warranty periods, thereby reducing costs and increasing profits.

223. The Defendants acted with malice, oppression, and fraud, warranting an award of punitive and/or exemplary damages.

224. The Plaintiff and Class Members reasonably relied on the Defendants' concealment and omissions. As a direct and proximate result of the Defendants' omissions and active concealment of material facts concerning the Battery Defect, the Plaintiff and Class Members suffered loss and damage.

225. As a result of the Battery Defect and the associated safety risks, the Plaintiff and Class Members suffered actual damages, including economic loss, out-of-pocket expenses, loss of use, diminution in value, and, in certain cases, total loss and property damage, in amounts to be determined at trial.

vii. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*") and Parallel Provincial Limitation Period Legislation

226. The Plaintiff and Class Members had no way of knowing about the Battery Defect. The Defendants concealed their knowledge of the defect while continuing to market, sell and/or lease the Affected Class Vehicles.

227. Within the time limits prescribed in the *Limitation Act*, and the *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Civil Code of Québec*, C.Q.L.R., c. C-1991, arts. 2925-2930; *The Limitations Act*, S.S. 2004, c. L-16.1; and *Limitation of Actions Act*, R.S.Y. 2002, c. 139 (collectively, the "***Provincial Limitation Period Legislation***"), the Plaintiff and Class Members could not have discovered through the exercise of reasonable diligence that the Defendants were concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles, in particular the Battery Defect.

228. The Plaintiff and Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that there was a defect in the high-voltage battery

equipped in the Affected Class Vehicles.

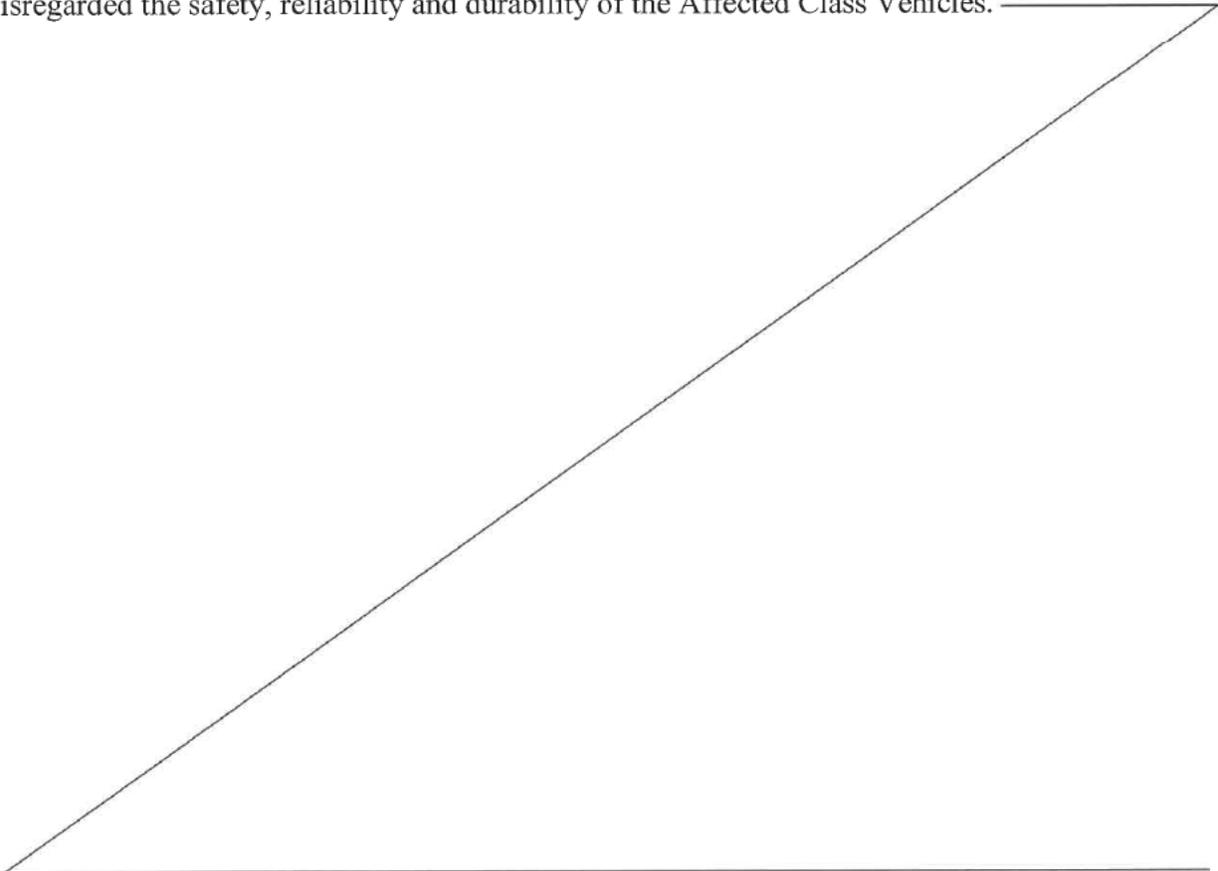
229. For these reasons, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.

230. Further, due to Defendants' knowledge and active concealment of the Battery Defect throughout the time period relevant to this proposed class proceeding, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled.

231. Instead of publicly disclosing the Battery Defect, the Defendants kept the Plaintiff and Class Members in the dark as to the defect and the serious safety risks it presented.

232. The Defendants were under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Battery Defect.

233. The Defendants knowingly, affirmatively and actively concealed or recklessly disregarded the safety, reliability and durability of the Affected Class Vehicles.



234. As such, the Defendants are estopped from relying on the *Limitation Act* and the *Provincial Limitation Period Legislation* in defense of this proposed class proceeding.

Plaintiff's address for service:

Dusevic & Garcha
Barristers & Solicitors
210 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

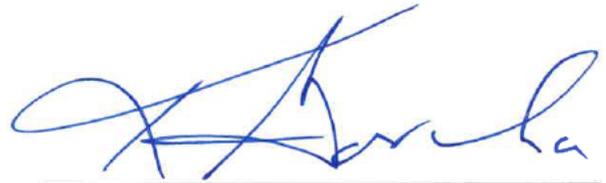
Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: February 26, 2026



Signature of K.S. Garcha
Lawyer for the Plaintiff

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

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the "*CJPTA*") in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e) (iii)(a) & (b) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia;
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

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:

The within proposed automotive defect multi-jurisdictional class proceeding involves 2019–2024 Jaguar I-PACE model vehicles that were engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased, and/or sold in Canada, including the Province of British Columbia, by the Defendants, Jaguar Land Rover Automotive PLC and/or Jaguar Land Rover Canada ULC, and are equipped with a defective lithium-ion high-voltage traction battery that is prone to overheating and catastrophic failure. In particular, the high-voltage battery contains manufacturing defects in the internal construction of its module cells, including folded and/or bent anode tabs, that cause internal short circuiting by allowing impermissible contact with the cathode, thereby creating a serious and unreasonable risk of vehicle fire and/or explosion.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- 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:

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

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; and *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ;*Sale of Goods Act*, RSNS 1989, c. 408; *Sale of Goods Act*, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2; and *Consumer Protection Act*, CQLR c. P-40.1
5. *Motor Vehicle Safety Act*, R.S.C. 1993, c.16
6. *Court Order Interest Act*, R.S.B.C., c. 79
7. *Competition Act*, R.S.C 1985, c. C-34
8. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; and *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8