



**Amended pursuant to the Order of Associate Judge
Bilawich, pronounced on September 29, 2025**

Original filed on June 23, 2025

NO. VLC-S-S-254706
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

GENERAL MOTORS, LLC and
GENERAL MOTORS OF CANADA COMPANY/
COMPAGNIE GENERAL MOTORS DU CANADA

DEFENDANT

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

AMENDED 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 automobile defect multi-jurisdictional class proceeding involves certain model and model year General Motors vehicles defined below as “**Affected Class Vehicles**”, engineered, designed, manufactured, assembled, tested, marketed, advertised, distributed, supplied, leased and/or sold by the Defendants, General Motors, LLC (“**GM LLC**”) and General Motors of Canada Company/Compagnie General Motors du Canada (“**GM Canada**”), in Canada, including the Province of British Columbia, installed with the L87 6.2L V8 gas engines (“**Class Engine**” or “**Class Engines**”) that contain defective connecting rod and/or crankshaft engine components resulting in breaching of the engine block and/or engine seizure so as to cause a loss of motive power while the vehicle is in operation, all of which poses a real, substantial and imminent risk of harm or injury to vehicle occupants and catastrophic engine damage (“**Engine Defect**”).
2. “Affected Class Vehicles” refers to the following model year General Motors, vehicles installed with the Class Engines, engineered, designed, manufactured, assembled, tested marketed, advertised, distributed, supplied, leased and/or sold by the Defendants, GM LLC and GM Canada, in Canada, including the Province of British Columbia, with the Engine Defect:

MAKE & MODEL	MODEL YEARS
Cadillac Escalade	2021-2024
Cadillac Escalade ESV	2021-2024
Chevrolet Silverado 1500	2021-2024

MAKE & MODEL	MODEL YEARS
Chevrolet Tahoe	2021-2024
Chevrolet Suburban	2021-2024
GMC Sierra 1500	2021-2024
GMC Yukon	2021-2024
GMC Yukon XL	2021-2024

The Plaintiff reserves the right to amend or add to the vehicle models and model years included in the definition of Affected Class Vehicles.

3. The connecting rod and/or crankshaft engine components in the Class Engines have manufacturing defects that can lead to engine damage or failure. Engine teardown analysis performed by the Defendants, GM LLC and GM Canada, has identified two primary root causes of the Engine Defect: (1) rod-bearing damage from sediment on connecting rods and crankshaft-oil galleries; and (2) out of specification crankshaft dimensions and surface finish.
4. The Engine Defect is latent in nature. Without warning and shortly before failure of the Class Engines, drivers of Affected Class Vehicles will experience: (1) knocking, banging, or other unusual engines noises; (2) illumination of the check engine light; and/or (3) engine-performance issues, including hesitation, high revolutions per minute (RPMs), abnormal shifting, reduced or complete loss of propulsion or a no-start condition. As such, drivers of the Affected Class Vehicles are given a limited opportunity to safely remove their vehicles from the road or take other protective or preventative action. There is no detectability prior to engine failure.
5. On or about April 24, 2025, the Defendant, GM LLC, issued a recall of approximately 597,630 Affected Class Vehicles in the United States for the Engine Defect. Similarly, at the same time, the Defendant, GM Canada, issued a parallel recall of approximately 49,848 Affected Class Vehicles in Canada for the Engine Defect. The recalled Affected Class Vehicles in both the United States and Canada share a common defect stemming from improper crankshaft dimensions and surface finish, and connecting rod bearings that are not durable enough to withstand heat and friction generated in the Class Engine.
6. Furthermore, the Defendants, GM LLC and GM Canada, issued Technical Service Bulletins (“TSBs”) in April and May 2025 acknowledging the Engine Defect and providing a purported remedy and/or fix.
7. The purported remedy and/or fix for the Engine Defect being implemented by the Defendants, GM

LLC and GM Canada, involves a visual “inspection” of the Affected Class Vehicles by their authorized dealers. Although it is not entirely clear what this visual inspection will entail, at a minimum, authorized dealers will be checking for a particular diagnostic trouble code (DTC) that indicates misalignment between the crankshaft and camshaft. Affected Class Vehicles with this particular DTC that fail inspection will then be quarantined for future engine repair or replacement. Affected Class Vehicles that pass the visual inspection—those vehicles that will not receive immediate engine repair—will be outfitted with a new oil filter and cap and further, owners and/or lessees are advised that moving forward their Affected Class Vehicles will require a higher viscosity motor oil, which according to the Defendants, GM LLC and GM Canada, offer an increased further level of protection necessary to avoid future engine failures.

8. As explained below, the visual inspection to determine whether or not to replace the Class Engine in the Affected Class Vehicles is inadequate as it does not identify all Class Engines primed to fail or prevent future engine failures.
9. Further, the purported remedy or fix involving the use of a higher viscosity oil fails to adequately protect the Class Engines from engine failure or malfunction and additionally, it leads to an increase in fuel consumption in the Affected Class Vehicles.
10. The Engine Defect poses a real, substantial and imminent risk of harm or injury to vehicle occupants as result of loss of motive power while in operation, and though consumers have complained about it, the Defendants, GM LLC and GM Canada, have failed and/or refused to adequately remedy and/or fix the Engine Defect.
11. There exists a manufacturing defect in the Class Engine, which is substantially certain to fail and/or seize, forcing putative class members whose Affected Class Vehicles passed the inadequate visual inspection to incur, *inter alia*, out-of-pocket costs to repair and/or replace the Class Engine, costing thousands of dollars.
12. The Defendants, GM LLC and GM Canada, had prior knowledge of the Engine Defect in the Affected Class Vehicles before they were manufactured, assembled, tested, marketed, advertised, distributed, supplied, leased and/or sold to putative class members. The Defendants, GM LLC and GM Canada, had actual knowledge that materials, manufacturing, and/or workmanship defects were causing the Engine Defect shortly after production of the Affected Class Vehicles commenced.

13. Even prior to the issuance of the TSBs in April and May 2025, the Defendants, GM LLC and GM Canada, acknowledged the Engine Defect in a technical publication issued exclusively to its authorized dealers in March 2023.
14. Prior to selling and/or leasing the Affected Class Vehicles the Defendants, GM LLC and GM Canada, knew that the Affected Class Vehicles were defective, yet omitted and kept this material fact from the Plaintiff and putative class members. Rigorous pre-release production testing and/or post-production monitoring made the Defendants, GM LLC and GM Canada, aware of the Engine Defect, which was wrongfully and/or intentionally concealed from the Plaintiff and putative class members.
15. In marketing, advertising, distributing, supplying, leasing and/or selling the Affected Class Vehicles as being safe and of high quality, when they were not, the Defendants, GM LLC and GM Canada, engaged in unfair, deceptive, and/or misleading consumer practices, and further breached their express and/or implied warranties. The Defendants, GM LLC and GM Canada, actively concealed and/or failed to warn the Plaintiff, putative Class Members and consumers at the point of purchase and/or lease, and thereafter, of the Engine Defect and the associated safety risk.
16. As a result of the alleged misconduct of the Defendants, GM LLC and GM Canada, the Plaintiff and putative class members were harmed and suffered actual damages. The Plaintiff and putative class members did not receive the benefit of their bargain; rather, they purchased and/or leased vehicles that are of a lesser standard, grade and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer expectations regarding safe and reliable operation. Purchasers and/or lessees of the Affected Class Vehicles paid more, either through a higher purchase price or lease payments, than they would have had the Engine Defect had been disclosed. The Plaintiff and putative class members were deprived of having a safe, defect-free engine installed in their Affected Class Vehicles, and the Defendants, GM LLC and GM Canada, have unjustly benefitted from the higher price paid by consumers for such vehicles.
17. The Plaintiff and putative class members also suffered damages in the form of, *inter alia*, out-of-pocket costs of repair and/or replacement of the Class Engine rental car costs, towing costs, lease and/or financing charges, overpayment, and/or diminished value of the Affected Class Vehicles.
18. No reasonable consumer would have purchased and/or leased an Affected Class Vehicle had the Defendants, GM LLC and GM Canada, made full and complete disclosure of the Engine Defect, or would have paid a lesser price.

19. The Plaintiff and putative class members expected that the Defendants, GM LLC and GM Canada, would disclose material facts about the safety of their Affected Class Vehicles and the existence of any defect that will result in expensive and non-ordinary repairs. The Defendants, GM LLC and GM Canada, failed to do so.
20. The Plaintiff seeks relief for all other current and/or former owners and/or lessees of the Affected Class Vehicles equipped with the defective Class Engine, including, *inter alia*, recovery of damages, repair and/or buyback under provincial consumer protection legislation, breach of express warranty, breach of implied warranty of merchantability and reimbursement of all expenses associated with the repair and/or replacement of the Class Engine, including damage to engine component parts, in the Affected Class Vehicles.

B. The Parties

i. Representative Plaintiff

21. The Plaintiff, [REDACTED]
[REDACTED] an address for service
c/o 210-4603 Kingsway, Burnaby, British Columbia, V5H 4M4.

22. [REDACTED]

~~23.~~22. On or around October 6, 2024, the Plaintiff entered into a purchase and sale agreement for a 2023 GMC Sierra 1500 (“Sierra”), an Affected Class Vehicle, purchasing it from an authorized GM dealership, located in Burnaby, British Columbia, Canada. [REDACTED] on behalf of the Plaintiff, executed the purchase and sale agreement. On or around August 19, 2021, the Plaintiff entered into a purchase and sale agreement for a 2021 GMC Sierra 1500 (“Sierra”), an Affected Class Vehicle, purchasing it from Preston Chevrolet Buick GMC Cadillac Ltd., an authorized GM dealership, located in Langley, British Columbia, Canada.

- ~~24.~~23. Safety, reliability, durability and performance were important factors in the Plaintiff’s consideration for purchasing the Sierra.

- ~~25.~~24. Prior to purchasing the Sierra, the Plaintiff relied on the promotional materials, brochures, and representations made by the agents of the Defendants, GM LLC and GM Canada, regarding the safety, reliability and level of performance of the Sierra, especially the durability of the Class Engine. In all of those promotional materials, the Plaintiff came across no representation by the

Defendants, GM LLC and GM Canada, that the Sierra suffers from the Engine Defect.

25. On multiple occasions, and without warning, the Plaintiff has experienced the manifestation of the Engine Defect in the form of catastrophic engine failure, resulting in a sudden loss of propulsion and control of the vehicle and placing him and other occupants at a real, substantial, and imminent risk of danger, harm, and/or death.
26. On or about April 20, 2024, while travelling with his son to Bellingham, Washington, the Engine Defect manifested without warning. As a result, the Plaintiff was left stranded without transportation and incurred considerable expense to have the Sierra towed to the nearest GM dealership. Due to the sudden loss of acceleration, the Plaintiff was forced to maneuver the vehicle onto an unsafe area at the side of the highway in order to avoid being struck by fast-moving traffic.
27. Following the replacement of the engine in his Sierra, the Plaintiff continued to experience symptoms of the Engine Defect.
28. In or about May 2025, while driving on the highway, the Sierra suddenly lost all propulsion and decelerated to dangerous speeds, placing the Plaintiff at heightened risk of being rear-ended by vehicles travelling at highway speeds.
29. Following each such occasion, the Plaintiff presented his vehicle for diagnosis at GM dealerships, all of which failed or refused to acknowledge the existence of the Engine Defect.
30. The Plaintiff remains in possession of a vehicle with a latent and serious defect, the manifestation of which can cause physical injury and/or death. As a result, the Plaintiff feels unsafe operating the Sierra as reliable and durable transportation for himself and his family.
31. The Plaintiff has attempted to purchase a replacement vehicle; however, GM dealerships have informed him that, due to the Engine Defect, his Sierra is worth substantially less than a comparable truck without the defect, and that he would be required to trade it in or sell it at a significant loss.
- 26;32. Had the Plaintiff known of the Engine Defect prior to entering into the purchase and sale agreement, ~~it~~ he would not have purchased the Sierra, or would have paid a lesser price.
- 27;33. At all times, the Plaintiff, [REDACTED] like all putative class members, [REDACTED] has driven the Sierra in a manner both foreseeable and in which it was intended to be used.

ii. The Defendant

~~28.~~34. The Defendant, GM LLC, is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, Corporation Service Company, at 251 Little Falls Drive, Wilmington, Delaware, 19808, United States of America.

~~29.~~35. The Defendant, GM Canada, is a company duly incorporated pursuant to the laws of Canada, registered within the Province of British Columbia under number A0082341, and has a registered agent, BLG Corporate Services (B.C.) Ltd., at PO Box 48600, 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, V7X 1T2, Canada.

~~30.~~36. At all material times to the cause of action herein, the Defendant, GM LLC, is an American multinational corporation that engineers, designs, manufactures, tests, assembles, markets, advertises, distributes, supplies, sells and/or leases trucks and sport utility vehicles (SUV), including certain Affected Class Vehicles as averred to in paragraph two herein, with the Engine Defect, through its related subsidiaries, affiliates and/or operating units including, *inter alia*, the Defendant, GM Canada, authorized dealerships and/or independent retailers in the United States of America and/or Canada, including the Province of British Columbia.

~~31.~~37. At all material times to the cause of action herein, the Defendant, GM Canada, was, and is, a wholly owned subsidiary, affiliate and/or operating unit of the Defendant, GM LLC, which, *inter alia*, engineers, designs, manufactures, tests, assembles, markets, advertises, distributes, sells and/or leases trucks and SUVs, including certain Affected Class Vehicles as averred to in paragraph two herein, with the Engine Defect in Canada and within the Province of British Columbia.

~~32.~~38. At all material times to the cause of action herein, the Defendants, GM LLC and GM Canada, shared the common purpose of, *inter alia*, designing, manufacturing, testing, assembling, marketing, advertising, distributing, selling and/or leasing the Affected Class Vehicles as averred to in paragraph two herein, with the Engine Defect in Canada and within the Province of British Columbia. Further, the business and interests of the Defendants, GM LLC and GM Canada, are interwoven with that of the other as to the Engine Defect in certain Affected Class Vehicles as averred to in paragraph two herein, such that each is the agent or alter ego of the other.

~~33.~~39. Hereinafter the Defendants, GM LLC and GM Canada, are collectively referred to as “**GM**” or the “**Defendants**”, unless referred to individually or otherwise.

C. The Class

~~34.~~40. This action is brought on behalf of members of a class consisting of the Plaintiff, all British Columbia residents, and all other persons resident in Canada, who own, owned, lease and/or leased any 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 Engine Defect in the Affected Class Vehicles

~~35.~~41. It has been reported to the National Highway Traffic Safety Administration (“**NHTSA**”), the vehicle safety regulator in the United States, through numerous consumer complaints and Early Warning Reporting Field Reports of the Defendant, GM LLC, that the Class Engine in the Affected Class Vehicles has experienced, and is overly susceptible to engine failure and/or seizure causing a loss of motive power resulting from a failure of the engine connecting rod bearings and/or out of specification crankshaft dimensions or surface finish.

~~36.~~42. On or about January 16, 2025, NHTSA opened a preliminary evaluation of the Engine Defect through its Office of Defect Investigation (ODI) and states in its summary that “[t]he complainants report a bearing failure that may result in either engine seizure or breaching of the engine block by the connecting rod. The complainants report that there is no detectability prior to the failure.” The NHTSA ODI summary further states that “failure or malfunction of the engine results in loss of motive power of the vehicle, which may lead to an increased risk of a crash resulting in injury and/or property damage.”

Components of an internal combustion engine

~~37.~~43. An internal combustion engine typically consists of an engine block that houses: (1) a crankshaft; (2) connecting rods and pistons; and (3) camshafts. The contact points of each of these components are supported by engine bearings or bushings.

~~38.~~44. Engine bearings or bushings refer to the main supports for the major moving parts of an engine with the purpose of reinforcing the operating loads and reducing the friction these parts generate. There are two different types of engine bearings in an internal combustion engine: (1) the main

bearings, (2) the connecting rod bearings, which are further divided into the big-and small-end bearings; and (3) camshaft bearings or bushings. Figure 1 below shows the internal components of an internal combustion engine, including the engine bearings.

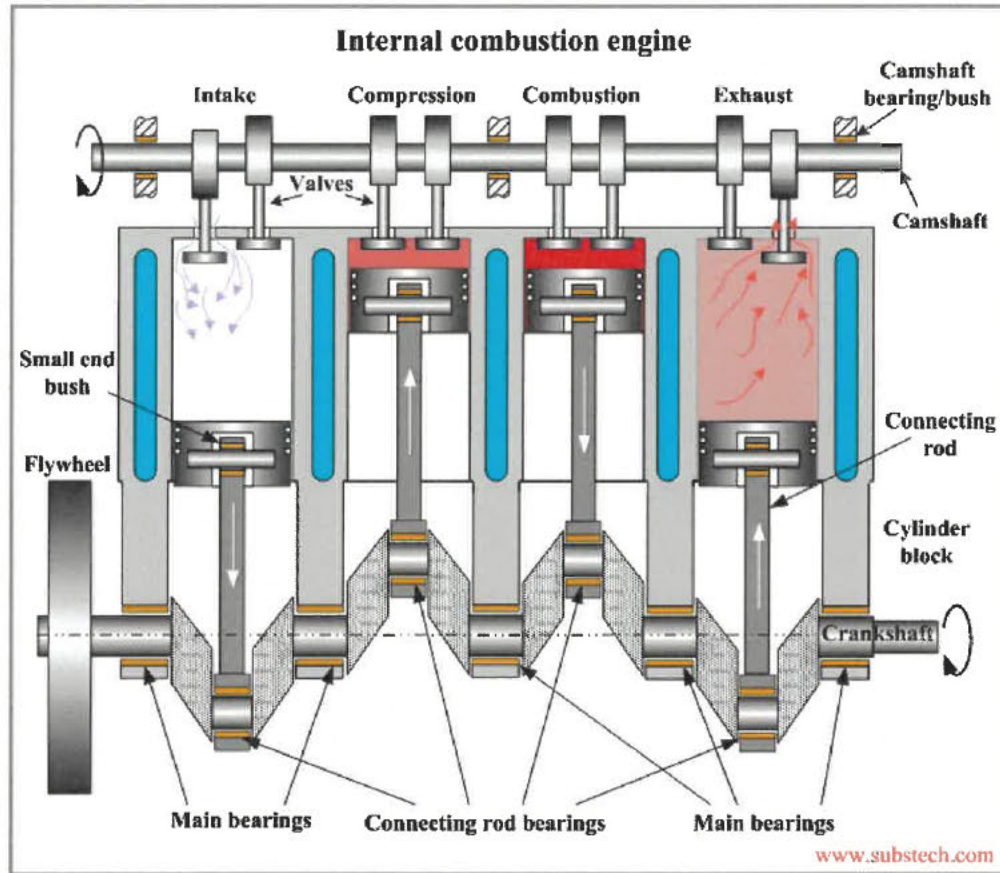


Figure 1

39.45. Figure 2 below shows a sketch of engine bearings, in addition to an engine's connecting rod and crankshaft:

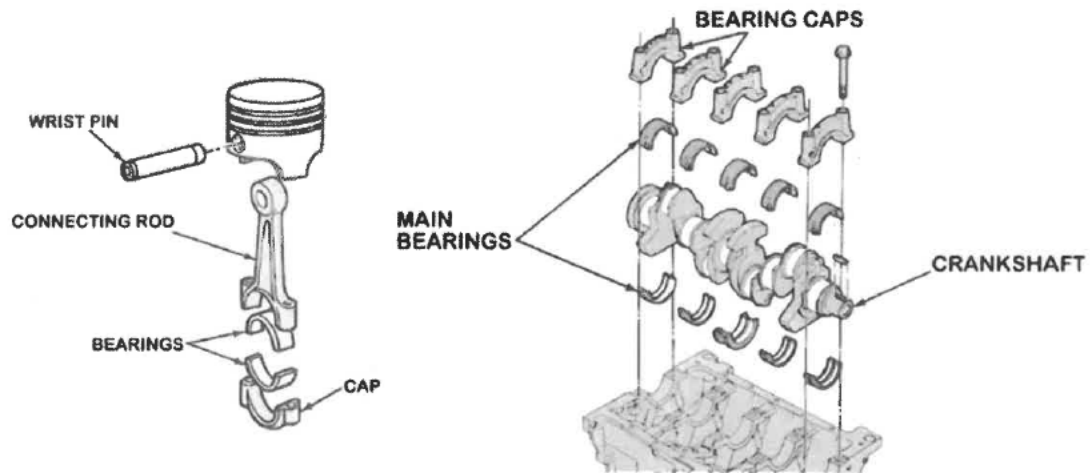


Figure 2

40:46. Figure 3 below, from gmparts.com, shows an OEM engine crankshaft bearing set:



Figure 3

41:47. The engine's crankshaft is a crank with a number of handles and has one crank throw for each piston and connecting rod. As the crankshaft rotates as a result of the internal combustion process, it travels all the way to the bottom of the cylinder bore, with the connecting rod transferring that motion to the corresponding crank throw, which converts the piston's vertical movement into a rotational motion, all driven by the combustion events that happen in sequence in the cylinders above the pistons. An image of a Defendant, GM, engine crankshaft is shown in Figure 4 below:



Figure 4

42.48. An engine's connecting rod provides the mechanical linkage between piston and crankshaft. Together with the crankshaft, the connecting rod converts the reciprocating motion of the piston into the rotation of the crankshaft. An image of a connecting rod is shown on gmparts.com as depicted in Figure 5 below:



Figure 5

43.49. Engine bearings are critical to the operation and performance of the engine, and allow the rotating portions of the crankshaft, camshaft, and connecting rods to spin with minimal friction or damage. They must be able to withstand the extreme heat and pressures that build while an engine is running. Most engine bearings do not use any type of roller, instead they use a layer of oil between the faces of the two rotating surfaces.

44.50. A connecting rod bearing is a type of engine bearing found at the junction of the connecting rod or piston rod and the crankshaft. Connecting rod bearings provide a smooth surface to interface with

the crankshaft journal, allowing for smooth articulation of the piston through the path of its stroke. Also called rod bearings or engine rod bearings, the rod bearings are typically split into two halves, one of which presses into the connecting rod and the other in the rod cap.

45.51. Further, connecting rod bearings provide rotating motion of the crank pin within the connecting rod, which transmits cycling loads applied to the piston.

46.52. The Engine Defect results from: (1) rod-bearing damage from sediment on connecting rods and crankshaft-oil galleries; and (2) out of specification crankshaft dimensions and surface finish.

47.53. As averred to herein, the Engine Defect is common to all Affected Class Vehicles and endangers the safety of vehicle occupants and other drivers, as the defective big-end connecting rod bearings are prone to failure, resulting in sudden loss of motive power and/or seizure of the engine. Such engine failure and/or seizure often occurs while the Affected Class Vehicle is being driven at high speeds, which makes it extremely dangerous for Class Members to continue to drive their Affected Class Vehicles.

ii. The Defendant's, GM's, superior and exclusive knowledge of the Engine Defect

48.54. The Defendant, GM, performs rigorous pre-sale testing of its engine parts, including the engine bearings and the connecting rod. For example, on a webpage for the sale of Chevrolet parts, it states that "GM Genuine Parts Engine Connecting Rod Bearing Pairs are designed, engineered, and tested to rigorous standards, and are backed by General Motors. GM Genuine Parts are the true OE parts installed during the production of or validated by General Motors for GM vehicles."

49.55. Further, the Defendant, GM, performs quality control specifically relating to its bearings. It conducts Failure Modes and Effect Analysis, Design Validation Plan Report, engine dynamometer testing and bench scale testing of component parts.

50.56. As such, based on its pre-sale testing of the relevant engine parts, the Defendant, GM, was, and/or ought to have been aware of, the Engine Defect.

51.57. Moreover, the Defendant's, GM's, knowledge of the Engine Defect is specifically revealed by an article it published on gm-techlink.com, a website the Defendant, GM, maintains for the purpose of providing information and education to its dealers.

52.58. The March 24, 2023 article, entitled "V8 Engine Crankshaft Bearing Conditions," states that "[a]

no crank condition may be found on some 2019-2023 Silverado, Sierra; 2021-2023 Tahoe, Suburban, Yukon and Escalade models equipped with the 6.2L V8 engine (RPO L87).” It explains that the “no crank condition may be due to a seized engine with an open starter fuse. Various engine sounds, such as thumping, knocking or rattling, may be present. These conditions may be the result of crankshaft bearing failure.”

~~53.~~59. The article further states that in cases of suspected bearing failure, “first check the engine oil and filter for excessive metal debris and bearing material.” It adds that “if bearing material is identified, remove the engine oil pan and inspect the crankshaft rod and main bearings for any damage. Component replacement or, depending on the extent of damage, engine replacement may be necessary.” It further states that “[t]he amount of bearing damage determines if the engine should be replaced.”

~~54.~~60. Additionally, the Defendant, GM, states that “[i]f there is crankshaft main bearing failure, it may be necessary to also replace the oil cooler, oil cooler lines and oil tank, if equipped, along with the damaged engine components.”

~~55.~~61. As such, it is indisputable that the Defendant, GM, had knowledge of the Engine Defect prior to March 24, 2023, the date it published the Tech Link article with data about the Silverado, Sierra, Tahoe, Suburban, Yukon, and Escalade vehicle models.

~~56.~~62. The Defendant, GM, was also aware of the Engine Defect through extensive consumer complaints on both the NHTSA website and various third-party websites and forums. The Defendant, GM, routinely monitors the internet for complaints as to its vehicles. It was further aware of the Engine Defect from consumer complaints made to its dealers.

2025 NHTSA Recall of Affected Class Vehicles

~~57.~~63. Furthermore, on April 24, 2025, the Defendant, GM LLC, issued a recall as to the Engine Defect (Manufacturer Recall No. N252494000, NHTSA Recall No. 25V-274), which impacted 597,630 Affected Class Vehicles in the United States (the “**Recall**”).

~~58.~~64. In its Part 573 Safety Recall Report (“**573 Safety Report**”) filed with NHTSA, the Defendant, GM LLC, provided the following description as to the Engine Defect in the Affected Class Vehicles:

Description of the Defect:

The connecting rod and/or crankshaft engine components of these vehicles may have manufacturing defects that can lead to engine damage and engine failure.

~~59.~~65. The Defendant, GM LLC, acknowledged the safety risk created by the Engine Defect and stated the following in the 573 Safety Report:

Description of the Safety Risk:

If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.

~~60.~~66. The Defendant, GM LLC, stated the following in the 573 Safety Report as to the description of the cause of the Engine Defect:

Description of the Cause:

Engine teardown analysis identified two primary root causes, both of which are attributable to supplier manufacturing and quality issues: [1] rod-bearing damage from sediment on connecting rods and crankshaft-oil galleries; and [2] out of specification crankshaft dimensions and surface finish.

~~61.~~67. As to the proposed “fix” or “remedy” for the Engine Defect, the Defendant, GM LLC, stated the following in the 573 Safety Report:

Dealers will inspect and, as necessary, repair or replace the engine. Vehicles that pass inspection will be provided a higher viscosity oil, which will also require a new oil fill cap, an oil filter replacement, and an owner’s manual insert.

2025 Transport Canada Recall of Affected Class Vehicles

~~62.~~68. On April 24, 2025, Transport Canada issued a nearly identical recall (Recall #2025-225) with respect to 49,848 Affected Class Vehicles in Canada and described the Engine Defect, safety risk and corrective actions as follows:

Issue:

On certain vehicles, the connecting rods and/or crankshaft components may not have been manufactured properly. As a result, the engine could make abnormal noises and a warning light may turn on. If you continue to drive the vehicle with these symptoms, the engine could fail.

Note: This recall only affects certain vehicles equipped with a 6.2L V8 gas engines.

Safety Risk:

An engine failure could cause a sudden loss of power to the wheels and increase the risk of a crash.

Corrective Actions:

General Motors will notify owners by mail and advise you to take your vehicle to inspect and, if necessary, repair or replace the engine. For vehicles that pass the engine inspection, the dealer will replace the oil with a higher viscosity oil, install a new oil fill cap, replace the oil filter, and add an insert to the owner's manual.

~~63.~~69. According to a filing submitted by the Defendant, GM LLC, to NHTSA in connection with the Recall, "GM's investigation identified 28,102 field complaints or incidents in the United States potentially related to failure of the L87 engine due to crankshaft, connecting rod, or engine bearing failure, of which 14,332 involved allegations of loss of propulsion. These field complaints were received between April 29, 2021, and February 3, 2025." The Defendant, GM LLC, further revealed that it "identified 12 potentially related alleged crashes and 12 potentially related alleged injuries in the U.S." and "potentially related fire allegations in the U.S."

~~64.~~70. Despite acknowledging the seriousness of the Engine Defect, the Defendant's, GM's, "remedy" fails to be what it purports to be—an actual "remedy." Rather, the Defendant, GM, has instructed dealers to "inspect and, as necessary, repair or replace the engine. Affected Class Vehicles that pass inspection will be provided a higher viscosity oil, which will also require a new oil fill cap, an oil filter replacement, and an owner's manual insert."

~~65.~~71. The purported remedy and/or fix is ineffective and deficient for several reasons, as averred to herein.

~~66.~~72. In a TSB issued in April 2025 ("**April 2025 TSB**"), the Defendant, GM, states the following:

Condition

General Motors has decided that a defect which relates to motor vehicle safety may exist in certain 2021 – 2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87). The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.

Correction

Dealers will inspect and vehicles that pass inspection will be provided a higher viscosity oil, which will also require a new oil fill cap, an oil filter replacement, and an owner's manual insert.

~~67.~~73. In particular, in the April 2025 TSB issued to its authorized dealerships, the Defendant, GM, instructed its dealers to inspect the Affected Class Vehicles for the DTC P0016, which indicates misalignment between the camshaft and crankshaft.

~~68.~~74. If the Affected Class Vehicles do not show DTC P0016, the Defendant, GM, instructed its dealers to replace the factory fill oil (0W-20) for a higher viscosity oil (0W-40), replace the oil cap with one that is marked to indicate the higher viscosity oil is now required, and replace the oil filters on those vehicles passing this inspection. But inserting a higher viscosity oil does nothing to remedy the out of specification crankshaft dimensions and surface finish.

~~69.~~75. However, one thing is for certain, it will come at a significant cost to Class Members and consumers. The reason is that thicker (higher viscosity) motor oil increases fuel consumption. Thinner oils flow more easily, reducing resistance and allowing the engine to operate more smoothly. This translates to less energy-or fuel-required to pump the oil, which means improved fuel economy. Thicker oils have the opposite effect and hinder fuel efficiency. This is particularly true where, as here, the Defendants are requiring Class Members and consumers to use oil (0W-40) that is a full two grades thicker than the original required oil (0W-20). As a point of reference, the dynamic viscosity of 0W-40 oil is more than 50% greater than that of 0W-20 oil at common operating temperatures.

~~70.~~76. The precise degree of the fuel economy impact from using a higher viscosity motor oil depends on the specifics of the engine, but the differential in fuel consumption between the use of low-viscosity (0W-20) and higher-viscosity (0W-40) oil is generally understood to be at least 3-4%.

~~71.~~77. This is likely to be an underestimate of the fuel economy deterioration in the recalled Class Engines, in part because of their reliance on a technology called Dynamic Fuel Management (“DFM”). At light loads DFM deactivates certain cylinders and increases the load on the remaining cylinders, resulting in more favorable efficiency conditions. With the change to 0W-40 oil, the parasitic load (friction) in the engine is increased, thereby reducing the amount of cylinder deactivation (and fuel economy savings) potential. As such, the fuel economy depreciation in the Class Engines is likely to materially exceed the standard 3-4%.

~~72.~~78. Regardless, even 3-4% can make a significant difference. For example, a 2024 Cadillac Escalade has an estimated 6.8 kilometers per liter combined fuel economy. Over 193,000 kilometers, the vehicle will need approximately 28,400 liters. With the thicker oil required by the recall, 6.8 kilometers becomes 6.6 kilometers per liter, which means the vehicle will now need 29,306 liters to travel the same distance. That is an extra 916 liters of gasoline. Assuming a conservative estimate of \$1.80 CDN per liter, those extra liters will cost Class Members approximately an extra \$1,650 CDN.

~~73.~~79. As such, the Engine Defect and the decreased fuel efficiency have and will continue to depreciate the resale value of the Affected Class Vehicles.

~~74.~~80. For the Affected Class Vehicles inspected and presenting the DTC P0016, the April 2025 TSB fails to offer even a putative “remedy” and merely tells dealers to await further instructions—leaving Affected Class Vehicle drivers in the lurch, waiting for a catastrophic incident.

~~75.~~81. Moreover, in a TSB issued in May 2025 (“**May 2025 TSB**”), the Defendant, GM, states:

Condition

General Motors has decided that a defect which relates to motor vehicle safety may exist in certain 2021 – 2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87). The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.

Correction

Dealers will replace the engine, as necessary.

~~76.~~82. The Defendant’s, GM’s, May 2025 TSB addressing replacement engines is similarly inadequate. First, it only applies to a limited subset of Affected Class Vehicles. Second, even the limited subset of the Affected Class Vehicles subject to this TSB are not offered an actual remedy because simply replacing the defective L87 Engine with the same type of engine does not address the Engine Defect. All this does is leave consumers with the same defective engine and at risk of the same safety risk of crashing. Indeed, consumers have reported that the replaced L87 Engines have experienced the same catastrophic failures as the ones initially installed in their Class Vehicles.

~~77.~~83. Moreover, whether the Defendant’s, GM’s, recall inspection program will actually identify all Class Engines primed to fail or prevent future engine failures remains to be seen.

iii. The Engine Defect is a material fact that the Defendant, GM, failed to disclose

~~78.~~84. The Defendant, GM, has been aware of the Engine Defect in the Affected Class Vehicles since at least 2023 and more likely prior to that.

~~79.~~85. The Defendant, GM, wrongfully and/or intentionally concealed a defect in material, manufacturing, and/or workmanship in the Class Engine, which is substantially certain to fail and/or seize, forcing Class Members to incur out-of-pocket costs to repair and/or replace the defective engine.

~~80.~~86. Knowledge and technical information concerning the Engine Defect was in the exclusive and superior possession of the Defendant, GM, including authorized GM dealers before the Plaintiff purchased ~~its~~his Sierra, and that information was not provided to the Plaintiff and Class Members.

~~81.~~87. The Defendant, GM, intentionally and/or fraudulently concealed the Engine Defect and safety risk from the Plaintiff and Class Members. The Defendant, GM, knew, or ought to have known, that the Engine Defect was material to owners and/or lessees of the Affected Class Vehicles and was not known or reasonably discoverable by the Plaintiff and Class Members before they purchased and/or leased their vehicles and/or before the warranties on their vehicles expired.

~~82.~~88. The Defendant, GM, had actual knowledge that manufacturing, materials and/or workmanship defects were causing the Engine Defect shortly after production of the Affected Class Vehicles commenced.

~~83.~~89. The existence of the Engine Defect is a material fact, because a reasonable consumer would likely consider it important to know, when purchasing and/or leasing a vehicle, that the engine bearings may cause the engine to fail and/or seize up while driving, such that the driver, passenger, and other individuals in nearby vehicles are at a real, substantial and imminent risk of harm or injury.

~~84.~~90. Furthermore, the existence of the Engine Defect is also a material fact because a reasonable consumer would likely be induced to change his or her decision to purchase and/or lease one of the Affected Class Vehicles knowing that the engine bearings may cause the engine to fail and/or seize up while driving, such that the driver, occupants, and other drivers in nearby vehicles are at a real, substantial and imminent risk of harm or injury.

~~85.~~91. Although, as averred to herein, it has known about the Engine Defect for several years, the Defendant, GM, failed to inform the Plaintiff and Class Members of the Engine Defect prior to their purchases and/or leases of the Affected Class Vehicles. For instance, despite having a

webpage specifically entitled “Vehicle Safety”, the Defendant, GM, failed to make any disclosure relating to the Engine Defect on this webpage.

86.92. The Defendant, GM, also did not make any disclosures relating to the Engine Defect on any other easily accessible webpage relating to its Affected Class Vehicles or components thereof.

87.93. Nor did the Defendant, GM, notify its dealers that they should inform potential purchasers and or lessees of the Affected Class Vehicles about the Engine Defect prior to selling and/or leasing a vehicle.

88.94. The Defendant, GM, should have disclosed to Class Members and consumers, and directed its dealers to disclose to Class Members and consumers, the existence of the Engine Defect in the Affected Class Vehicles.

89.95. The Defendant, GM, also had an affirmative duty to disclose the Engine Defect because it presented a serious safety hazard to Class Members and consumers.

90.96. By failing to make adequate disclosures on its webpages or other advertising materials provided to Class Members and consumers, and by failing to direct its dealers to make these disclosures, the Defendant, GM, prevented Class Members and consumers from learning about the existence and nature of the Engine Defect prior to their purchases and/or leases of the Affected Class Vehicles.

91.97. As such, the Defendant, GM, obtained money from Class Members and consumers through their purchases and/or leases of Affected Class Vehicles in transactions in which Class Members lacked material information relevant to their purchases and/or leases.

92.98. The Plaintiff and Class Members have been damaged by the Defendant’s, GM’s, wrongful conduct and omissions because they purchased and/or leased an Affected Class Vehicle of a quality different than promised and, in some instances, have been charged to make attempts to repair the Engine Defect—though no adequate repair is currently known.

iv. The Engine Defect poses a real, substantial and imminent risk of harm or injury to vehicle occupants and renders the Affected Class Vehicles *per se* defective

93.99. Government regulations in Canada (*Motor Vehicle Safety Act*, R.S.C. 1993, c.16) require vehicle manufacturers to disclose to Transport Canada respectively of “early warning reporting” data, including claims relating to property damage received by the automotive manufacturer, warranty

claims paid by the automotive manufacturer, consumer complaints, incidents involving injury or death, and field reports prepared by the automotive manufacturer's employees or representatives concerning failure, malfunction, lack of durability, or other performance issues.

94.100. Further, these government regulations require immediate action when a vehicle manufacturer determines or should determine that a safety defect exists. A safety defect is defined by regulation to include any defect that creates an "unreasonable risk of accidents occurring because of the design, construction, or performance of a motor vehicle" or "unreasonable risk of death or injury in an accident." Within a period of time of learning about a safety defect, a manufacturer must notify Transport Canada and NHTSA and provide a description of the vehicles potentially containing the defect, including "make, line, model year, [and] the inclusive dates (month and year) of manufacture," a description of how these vehicles differ from similar vehicles not included in the recall, and "a summary of all warranty claims, field or service reports, and other information" that formed the basis of the determination that the defect was safety related. Then, "within a reasonable time" after deciding that a safety issue exists, the vehicle manufacturer must notify the owners of the defective vehicles. Violating these notification requirements can result in a substantial civil penalty.

95.101. The Defendant, GM, knew, or ought to have known, about the Engine Defect as evidenced by: (1) warranty claims, part sales, and/or consumer complaints lodged with the Defendant, GM, Transport Canada and NHTSA; (2) technical articles published on its website for the purpose of providing information and education to its dealers as to the crankshaft bearing failures; and (3) the Defendant's GM's, pre-sale durability testing and post-production monitoring of the Affected Class Vehicles.

96.102. Without warning and shortly before Class Engine failure, drivers of Affected Class Vehicles will experience: (1) knocking, banging, or other unusual engines noises; (2) illumination of the check engine light; and/or (3) engine-performance issues, including hesitation, high revolutions per minute (RPMs), abnormal shifting, reduced propulsion or a no-start condition. As such, drivers of the Affected Class Vehicles are given a limited opportunity to safely remove their vehicles from the road or take other protective or preventative action. There is no detectability prior to engine failure.

97.103. Further, the Engine Defect in the Affected Class Vehicles may cause catastrophic engine failure with little or no warning and pose a safety risk to vehicle occupants and other drivers on the road

who are at risk of harm or injury arising from an accident with an Affected Class Vehicle that suddenly loses motive power.

~~98.~~104. No reasonable consumer expects a vehicle to contain a defect in manufacture, materials, or workmanship, such as the Engine Defect, that will cause catastrophic engine failure with little to no warning or time to take preventive measures or safely remove the vehicle from the road.

v. Representations as to the safety, quality, reliability and dependability of the Affected Class Vehicles

~~99.~~105. The Defendant, GM, advertises the safety of its vehicles, including by representing on its webpage that “GM looks at safety differently. We know road safety is more than just vehicle features, which is why we take a holistic approach, combining research, technology and advocacy to help keep you and your family safe on the road.”

~~100.~~106. The Defendant, GM, further states on its webpage devoted to “Vehicle Safety” that “[s]afety engineered through a human lens means developing initiatives to support safe driving and technologies that can help mitigate crashes.” It adds that:

“GM is committed to helping create a future with zero crashes”

“Nothing matters more than the ones we love. We’re developing initiatives to support safe driving and technologies that can help mitigate crashes.”

“It is exciting to work at GM in the safety. Innovation has always been at the heart of GM, and we are always thinking ahead on how we can facilitate a safer driving experience by implementing driver assist and safety technologies such as crash avoidance and post-crash technologies.”

~~101.~~107. As averred to herein, contrary to its representations that the Defendant, GM, prioritizes safety, its sale of the Affected Class Vehicles, which contain engines that fail and/or seize without warning, puts occupants of the Affected Class Vehicles at a real, substantial and imminent risk of harm or injury.

vi. The warranties provided by the Defendant, GM, for the Affected Class Vehicles

~~102.~~108. The Defendant, GM, provides warranties directly to the Plaintiff and Class Members for the Affected Class Vehicles.

~~103~~,109. _____ The warranties the Defendant, GM, provided Plaintiff and Class Members covers "repairs, including parts and labor, to correct any defect in materials or workmanship" in the Affected Class Vehicles. For many Affected Class Vehicles, the express warranty terms include 3 years/60,000 kilometers of "bumper to bumper" coverage and 5 years/96,000 kilometers for a Powertrain warranty covering the engine and related components. The warranty term for Cadillac-branded Affected Class Vehicles runs longer, at 4 years/50,000 miles for bumper-to-bumper coverage, and 6 years/70,000 miles for the Powertrain coverage.

~~104~~,110. _____ The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

vii. Agency relationship between the Defendant, GM, and its authorized dealerships as to the Affected Class Vehicle

~~105~~,111. _____ GM-authorized dealerships are sales agents of the Defendant, GM, as the vehicle distributor, supplier and/or manufacturer. The dealerships have accepted that undertaking. The Defendant, GM, has the ability to control authorized GM dealers, and acts as the principal in that relationship, as is shown by the following:

- (a) the Defendant, GM, can terminate the relationship with its dealers at will;
- (b) the relationships are indefinite;
- (c) the Defendant, GM, is in the business of selling vehicles as are its dealers;
- (d) the Defendant, GM, provides tools and resources for GM dealers to sell vehicles;
- (e) the Defendant, GM, supervises its dealers regularly;
- (f) without the Defendant, GM, the relevant GM dealers would not exist;
- (g) the Defendant, GM, requires the following of its dealers:
 - (i) reporting of sales;
 - (ii) computer network connection with the Defendant, GM;
 - (iii) training of dealers' sales and technical personnel;

- (iv) use of the Defendant's, GM's, computer software system;
 - (v) participation in the Defendant's, GM's, training programs;
 - (vi) establishment and maintenance of service departments in GM dealerships;
 - (vii) certify GM pre-owned vehicles;
 - (viii) reporting to the Defendant, GM, with respect to the vehicle delivery, including reporting customer names, addresses, preferred titles, primary and business phone numbers, e-mail addresses, vehicle VINs, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, vehicles' odometer readings, extended service contract sale designations, if any, and names of delivering dealership employees; and
 - (ix) displaying the Defendant's, GM's, logos on signs, literature, products, and brochures within GM dealerships.
- (h) dealerships bind the Defendant, GM, with respect to:
- (i) warranty repairs on the vehicles the dealers sell; and
 - (ii) issuing service contracts administered by the Defendant, GM.
- (i) the Defendant, GM, further exercises control over its dealers with respect to:
- (i) financial incentives given to GM dealer employees;
 - (ii) locations of dealers;
 - (iii) testing and certification of dealership personnel to ensure compliance with the Defendant's, GM's, policies and procedures; and
 - (iv) customer satisfaction surveys, pursuant to which the Defendant, GM, allocates the number of GM cars to each dealer, thereby directly controlling dealership profits;
- (j) GM dealers sell GM vehicles on behalf of the Defendant, GM, pursuant to a "floor plan," and the Defendant, GM, does not receive payment for its vehicles until the dealerships sell

them;

- (k) dealerships bear the Defendant's, GM's, brand names, use its logos in advertising and on warranty repair orders, post GM signs for the public to see, and enjoy a franchise to sell the Defendant's GM's, products, including the Affected Class Vehicles;
- (l) the Defendant, GM, requires GM dealers to follow its rules and policies in conducting all aspects of dealer business, including the delivery of its warranties described above, and the servicing of defective vehicles such as the Affected Class Vehicles;
- (m) the Defendant, GM, requires its dealers to post its brand names, logos, and signs at dealer locations, including dealer service departments, and to identify itself and to the public as authorized GM dealers and servicing outlets for the Defendant's, GM's, vehicles;
- (n) the Defendant, GM, requires its dealers to use service and repair forms containing its brand names and logos;
- (o) the Defendant, GM, requires GM dealers to perform its warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by it;
- (p) the Defendant, GM, requires GM dealers to use parts and tools either provided by it, or approved by it, and to inform the Defendant, GM, when dealers discover that unauthorized parts have been installed on one of its vehicles;
- (q) the Defendant, GM, requires dealers' service and repair employees to be trained by it in the methods of repair of GM vehicles;
- (r) the Defendant, GM, audits GM dealerships' sales and service departments and directly contacts the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers, who are then granted financial incentives or reprimanded depending on the level of satisfaction;
- (s) the Defendant, GM, requires its dealers to provide it with monthly statements and records pertaining, in part, to dealers' sales and servicing of its vehicles;
- (t) the Defendant, GM, provides technical service bulletins and messages to its dealers

detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects;

- (u) the Defendant, GM, provides its dealers with specially trained service and repair consultants with whom dealers are required by the Defendant, GM, to consult when dealers are unable to correct a vehicle defect on their own;
- (v) the Defendant, GM, requires GM vehicle owners and/or lessees to go to authorized GM dealers to obtain servicing under GM warranties; and
- (w) GM dealers are required to notify the Defendant, GM, whenever a GM vehicle is sold or put into warranty service.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on ~~its~~his own behalf and on behalf of Class Members, claims against the Defendant, GM, as follows:
 - (a) an Order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;
 - (b) a declaration that the Affected Class Vehicles are equipped with Class Engines that are defective;
 - (c) a declaration that the Defendant, GM, was negligent in the material, manufacturing and/or workmanship of the Affected Class Vehicles equipped with a defective Class Engine causing the Plaintiff and Class Members to suffer damages;
 - (d) a declaration that the Defendant, GM:
 - (i) ____breached its duty of care to the Plaintiff and Class Members;
 - (ii) breached express warranties as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages;
 - (iii) 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 (“*SGA*”), 410; 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 1458, 1725 and 1730 of the *Civil Code of Québec*, CQLR, c. CCQ-1991;

(iv) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;

(v) 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

(vi) 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*, RSA 2000, c. C-26.3; Sections 6 and 7 of *The Consumer Protection and Business Practices Act*, SS, 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, and Section 10 of the *Consumer Protection Act*, SNB 2024, c 1; articles 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and are consequently liable to the Plaintiff and Class Members for damages;

(e) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2013, 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*, S.N.B. 1978, c C-18.1; and *Consumer*

Protection Act, SNB 2024, c 1; *Consumer Protection Act*, C.Q.L.R. c. P-40.1 and waiving any such applicable notice provisions;

- (f) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2013, 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*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; *Consumer Protection Act*, C.Q.L.R. c. P-40.1, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (g) an Order directing the Defendants, GM, to advertise any adverse findings against them 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 and Section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- (h) a declaration that the Defendant, GM, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 and are consequently liable to the Plaintiff and Class Members for damages;
- (i) an Order enjoining the Defendant, GM, from continuing its unlawful and unfair business practices as alleged herein;
- (j) a declaration that the Defendant, GM, fraudulently concealed the Engine Defect in the Affected Class Vehicles from the Plaintiff and Class Members;
- (k) injunctive and/or declaratory relief requiring the Defendant, GM, to recall, repair and/or replace the defective engine 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;
- (l) an Order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c.50 ("*CPA*")

directing an aggregate assessment of damages;

- (m) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;
- (n) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (o) special damages;
- (p) punitive damages;
- (q) costs of investigation pursuant to section 36 of the *Competition Act*;
- (r) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (s) such further and other relief as to this Honourable Court may seem just.

Part 3: LEGAL BASIS

E. Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and proposed 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 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.

F. Causes of Action

i. Negligence

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

~~2.~~3. The Defendant, GM, at all material times owed a duty of care to the Plaintiff and Class Members to provide a product that did not have a material, manufacturing, and/or workmanship defect. The Affected Class Vehicles equipped with the defective Class Engine pose a real, substantial and imminent risk of harm or injury to Class Members, and catastrophic damage to the vehicle's engine, on account of the Engine Defect.

~~3.~~4. The Defendant, GM, as the designer, engineer, manufacturer, promoter, marketer and/or distributor of the Affected Class Vehicles and their counterparts, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected Class Vehicles and their component parts, including connecting rod and/or crankshaft engine components, were reasonably safe for use.

~~4.~~5. At all material times, the Defendant, GM, owed a duty of care to the Plaintiff and Class Members and breached that standard of care expected in the circumstances. It knew that its Class Engine equipped in the Affected Class Vehicles was defective resulting in an unexpected loss of motive power, all of which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine. Despite such knowledge, the Defendant, GM, continued to distribute, sell and/or lease GM-branded vehicles equipped with the defective Class Engine.

~~5.~~6. The Defendant, GM, owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the Class Engine equipped in the Affected Class Vehicles. The Defendant, GM, had a duty to warn, or promptly warn, the Plaintiff and Class Members that its

Class Engine equipped in the Affected Class Vehicles was defective

- 6.7. The circumstances of the Defendant, GM, being in the business of designing, manufacturing, distributing, selling, leasing and/or placing the Affected Class Vehicles and their component parts, including the vehicle's connecting rod and/or crankshaft engine components, into the Canadian stream of commerce are such that the Defendant, GM, is in a position of legal proximity to the Plaintiff and Class Members, and therefore is under an obligation to be fully aware of safety when designing, manufacturing, assembling, distributing and/or selling a product such as the Affected Class Vehicles equipped with the defective Class Engine.
- 7.8. It was reasonably foreseeable that a failure by the Defendant, GM, to design, manufacture and/or install an engine in the Affected Class Vehicles that did not cause an unexpected loss of engine power, and thereafter to monitor the performance of the engine following market introduction, and take corrective measures when required, would lead to the Affected Class Vehicles to experience engine-performance issues, including hesitation, high RPMs, abnormal shifting and/or reduced propulsion and cause loss, expense, damage and/or harm to the Plaintiff and Class Members and damage to the Affected Class Vehicles.
- 8.9. The Defendant, GM, through its employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of a vehicle supplier, distributor and/or manufacturer in the circumstances in that:
- (a) it knew, or ought to have known, about the Engine Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and Class Members;
 - (b) it designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, leased and/or sold vehicles equipped with a defective Class Engine causing an unexpected loss of engine power, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine;
 - (c) it failed to timely warn the Plaintiff, Class Members and/or consumers about the Engine Defect in the Affected Class Vehicles causing an unexpected loss of engine power, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine;
 - (d) it failed to change the manufacture, material and/or assembly of the defective Class Engine

equipped in the Affected Class Vehicles in a reasonable and timely manner;

- (e) it failed to redesign the connecting rod bearings and other components of the Class Engine;
- (f) it failed to provide a safer alternative engine equipped in the Affected Class Vehicles that did not cause an unexpected loss of engine power as a result of the Engine Defect, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine;
- (g) it failed to properly inspect and test the Class Engine equipped in the Affected Class Vehicles;
- (h) it knew, or ought to have known, about the Engine Defect in the Affected Class Vehicles but failed to disclose it;
- (i) it failed to timely issue and implement adequate safety, repair and/or replacement recalls of the Affected Class Vehicles with a defective Class Engine;
- (j) the Class Engine presented a serious safety hazard to vehicle occupants as the Affected Class Vehicles could lose engine power so as to place the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine;
- (k) notwithstanding that it foresaw personal injury and the loss of life and property of the drivers and passengers in the Affected Class Vehicles, it failed or failed to promptly eliminate or correct the Engine Defect; and
- (l) it failed to exercise reasonable care and judgment in matters of manufacture, materials, workmanship, and/or quality of product which would reasonably be expected of them as an automobile supplier, distributor and/or manufacturer.

9.10. As a result of the Engine Defect in the Affected Class Vehicles by reason of the Defendant's GM's, negligence and its failure to disclose and/or adequately warn of the Engine Defect, the Plaintiff and Class Members have suffered damages and will continue to suffer damages. The value of each of the Affected Class Vehicles is reduced or diminished. The Plaintiff and each Class Member must expend time to have the vehicle repaired and be without their vehicle. The Defendant, GM, should compensate the Plaintiff and each Class Member for their incurred out-of-pocket expenses for, *inter*

alia, repair, towing, alternative transportation and vehicle payments as a result of the Engine Defect.

ii. Breach of Express Warranty

~~10~~11. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

~~11~~12. As an express warrantor, manufacturer, distributor, supplier and/or merchant, the Defendant, GM, had certain obligations to conform the Affected Class Vehicles with the defective Class Engine to its express warranties.

~~12~~13. The Defendant, GM, marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles through authorized dealerships and/or independent retail dealers. Such representations formed the basis of the bargain in the Plaintiff's and Class Members' decisions to purchase and/or lease the Affected Class Vehicles.

~~13~~14. The Defendant, GM, provided the Plaintiff and Class Members with one or more express warranties. The warranties the Defendant, GM, provided Plaintiff and Class Members covers "repairs, including parts and labor, to correct any defect in materials or workmanship" in the Affected Class Vehicles. For many Affected Class Vehicles, the express warranty terms include 3 years/60,000 kilometers of "bumper to bumper" coverage and 5 years/96,000 kilometers for a Powertrain warranty covering the engine and related components. The warranty term for Cadillac-branded Affected Class Vehicles runs longer at 4 years/50,000 miles for bumper-to-bumper coverage, and 6 years/70,000 miles for the Powertrain coverage.

~~14~~15. The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

~~15~~16. Under express warranties provided to Class Members, the Defendant, GM, promised to repair or replace covered defective engine components arising out of defects in materials and/or workmanship, including the Class Engine, at no cost to owners and/or lessees of the Affected Class Vehicles. However, given the latent nature of the Engine Defect, the Defendant, GM, knew or ought to have known that the majority of engine failures occur outside the warranty periods.

~~16~~17. The Defendant, GM, also marketed the Affected Class Vehicles as high quality, reliable, and safe

vehicles and that the Defendant, GM, would stand behind the quality of its products and promptly repair any defects. These statements helped conceal the existence of the Engine Defect and its corresponding safety risk from the Plaintiff and Class Members in order to shift the expense of Affected Class Vehicle engine repairs to the Plaintiff and Class Members.

~~17~~18. Under the express warranties provided to the Plaintiff and Class Members, the Defendant, GM, promised to repair or replace covered components arising out of defects in materials and/or workmanship, including the Engine Defect, at no cost to owners and/or lessees of Affected Class Vehicles and within a reasonable time. As alleged herein, the Defendant, GM, breached its express warranties.

~~18~~19. Class Members experienced the existence of the Engine Defect within the warranty periods but had no knowledge of the existence of the Engine Defect and associated safety risk, which were known and concealed by the Defendant, GM. Despite the existence of the express warranties, the Defendant, GM, failed to adequately inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with a defective Class Engine and failed to provide a suitable repair or replacement of the Class Engine free of charge within a reasonable time.

~~19~~20. The failure to provide a suitable repair or replacement of the defective Class Engine constitutes futility of the warranty.

~~20~~21. In addition, the Class Engine is substantially certain to prematurely fail or seize.

~~21~~22. The Defendant, GM, breached the express warranty promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts it supplied.

~~22~~23. The Defendant, GM, has not suitably repaired or replaced the defective Class Engine free of charge for the Plaintiff and Class Members despite the existence of the Engine Defect in Affected Class Vehicles at the time of sale and/or lease.

~~23~~24. The Defendant, GM, further breached its express warranties by selling and/or leasing the Affected Class Vehicles that were defective with respect to engine materials, component parts, workmanship, and manufacture.

~~24~~25. Affected Class Vehicles were not of merchantable quality and were unfit for the ordinary purposes for which passenger vehicles are used because the engine materials, component parts, workmanship, and/or manufacturing defects which cause engine failure and/or failure to perform

as warranted.

~~25:~~26. The Plaintiff and Class Members had sufficient direct dealings with the Defendant, GM, and its agents and/or its authorized dealerships, to establish privity of contract between the Defendant, GM, on the one hand, and the Plaintiff and Class Members, on the other hand. Nonetheless, privity is not required here because the Plaintiff and each Class Member are intended third-party beneficiaries of contracts between the Defendant, GM, and its dealers, and specifically, of its warranties. The authorized dealers were not intended to be the ultimate users of the Affected Class Vehicles and have no rights under the warranty agreements provided with the Affected Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers of the Affected Class Vehicles only.

~~26:~~27. The Defendant, GM, was provided notice of the Engine Defect by numerous consumer complaints made to its authorized dealers and through its own testing, affording the Defendant, GM, a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here because the Defendant, GM, has known of and concealed the Engine Defect and has failed to provide a suitable repair or replacement of the defective Class Engine free of charge within a reasonable time.

~~27:~~28. Any attempt by the Defendant, GM, to disclaim or limit recovery to the terms of the express warranties is unconscionable and unenforceable here. Specifically, the Defendant's, GM's, warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers of the Engine Defect. The time limits incorporated in the Defendant's, GM's, warranty periods were also unconscionable and inadequate to protect the Plaintiff and Class Members. The Plaintiff and Class Members did not determine these time limitations, the terms of which unreasonably favored the Defendant, GM. A gross disparity in bargaining power existed between the Defendant, GM, and Class Members, and the Defendant, GM, knew or ought to have known that Affected Class Vehicles were defective at the time of sale and/or lease and that the Engine Defect posed a safety risk.

~~28:~~29. The limited warranty promising to repair and/or correct a manufacturing defect fails in its essential purpose because the contractual remedy is insufficient to make the Plaintiff and Class Members whole because the Defendant, GM, failed and/or has refused to adequately provide the promised remedies within a reasonable time.

~~29:~~30. The Defendant, GM, knew that Affected Class Vehicles were inherently defective and did not

conform to its warranties and the Plaintiff and Class Members were induced to purchase and/or lease Affected Class Vehicles under false and/or fraudulent pretenses.

~~30.~~31. The Plaintiff and Class Members experienced the existence of the Engine Defect within the warranty periods but had no knowledge of the existence of the Engine Defect which was known and concealed by the Defendant, GM. Despite the existence of express warranties, the Defendant, GM, failed to inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with a defective Class Engine during the warranty periods and wrongfully transferred the costs of repair or replacement of the Class Engine and damaged engines to the Plaintiff and Class Members.

~~31.~~32. As a result of the Engine Defect, the Affected Class Vehicles are not reliable and owners and/or lessees of these vehicles have lost confidence in the ability of Affected Class Vehicles to perform the function of safe and reliable transportation.

~~32.~~33. The Plaintiff and Class Members could not have reasonably discovered the Engine Defect.

~~33.~~34. As a direct and proximate result of the Defendant's, GM's, breach of express warranties, the Plaintiff and Class Members have suffered damages.

~~34.~~35. Finally, as a result of the Defendant's, GM's, breach of express warranty as set forth herein, the Plaintiff and Class Members assert, as additional and/or alternative remedies, the revocation of acceptance of goods and the return to the Plaintiff and Class Members the purchase price and/or lease payments of all Affected Class Vehicles currently owned and/or leased, and for such other incidental and consequential damages as allowed.

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

~~35.~~36. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

~~36.~~37. The Defendant, GM, is a "seller" with respect to motor vehicles within the meaning of the SGA, *Sale of Goods Act*, R.S.A. 2000, c. S-2; *Sale of Goods Act*, R.S.S. 1978, c. S-1; *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; *Sale of Goods Act*, R.S.O. 1990, c. S.1; *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; *Sale of Goods Act*, R.S.N.S. 1989, c. 408; *Sale of Goods Act*, R.S.N.B. 2016, c. 110; *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; *Sale of Goods Act*, R.S.Y. 2002, c. 198; *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2, pursuant to

its agency relationship with its authorized dealers, distributors, resellers, retailers and/or intermediaries.

37.38. The Defendant, GM, is and was at all relevant times a seller with respect to Affected Class Vehicles equipped with the defective Class Engine. The Defendant, GM, directly sold and marketed vehicles equipped with the defective Class Engine to customers through authorized dealers, like those from whom the Plaintiff and Class Members bought and/or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. The Defendant, GM, knew that the Affected Class Vehicles equipped with the defective Class Engine would and did pass unchanged from the authorized dealers to the Plaintiff and Class Members, with no modification to the Class Engine.

38.39. The Class Engine equipped in the Affected Class Vehicles is inherently defective as it causes an unexpected loss of engine power and placing the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine.

39.40. 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; and sections 18(a) and (b) of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2.

40.41. The Defendant, GM, marketed, distributed, leased and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles through authorized dealerships and/or independent retail dealers. Such representations formed the basis of the bargain in the Plaintiff's and Class Members' decisions to purchase and/or lease the Affected Class Vehicles.

41.42. Affected Class Vehicles equipped with the Class Engine were defective at the time they left the possession of the Defendant, GM. The Defendant, GM, knew of this defect at the time these transactions occurred. Thus, Affected Class Vehicles equipped with the defective Class Engine,

when sold and/or leased and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

42-43. The Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles from the Defendant, GM, through its subsidiaries, authorized agents for retail sales, through private sellers or were otherwise expected to be the eventual purchasers and/or lessees of the Affected Class Vehicles when bought and/or leased from a third party. At all relevant times, the Defendant, GM, was the manufacturer, distributor, warrantor and/or seller of the Affected Class Vehicles. As such, there existed privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendant, GM, as to its Affected Class Vehicles. Alternatively, privity of contract need not be established nor is it required because the Plaintiff and Class Members are intended third-party beneficiaries of contracts between the Defendant, GM, and its resellers, authorized dealers and/or distributors and, specifically, of the Defendant's GM's, implied warranties.

43-44. The Defendant's, GM's, resellers, authorized dealers and/or distributors are intermediaries between the Defendant, GM, and consumers. These intermediaries sell the Affected Class Vehicles to consumers and are not, themselves, consumers of the Affected Class Vehicles and, therefore, have no rights against the Defendant, GM, with respect to the Plaintiff's and Class Members' acquisition of the Affected Class Vehicles. The Defendant's, GM's, warranties were designed to influence consumers who purchased and/or leased the Affected Class Vehicles.

44-45. The Defendant, GM, knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased and/or leased.

45-46. As a result of the Engine Defect, the Affected Class Vehicles were not in merchantable condition when sold and/or leased and are not fit for the ordinary purpose of providing safe and reliable transportation.

46-47. The Defendant, GM, knew about the Engine Defect in the Affected Class Vehicles, allowing it to cure its breach of warranty if it chose.

47-48. At all times that the Defendant, GM, warranted, leased and/or sold its Affected Class Vehicles, it knew or should have known that its warranties were false and yet it did not disclose the truth or stop manufacturing or selling its Affected Class Vehicles and, instead, continued to issue false warranties and continued to insist the products were safe. The Affected Class Vehicles were defective when the Defendant, GM, delivered them to its resellers, authorized dealers and/or

distributors which leased and/or sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and Class Members.

~~48.~~49. The Defendant's, GM's, attempt to disclaim or limit the implied warranty of merchantability *vis-à-vis* the Plaintiff, Class Members and/or consumers is unconscionable and unenforceable. Specifically, the Defendant's, GM's, warranty limitation is unenforceable because it knowingly sold and/or leased a defective product without informing the Plaintiff, Class Members and/or consumers about the Engine Defect in the Affected Class Vehicles. The time limits contained in the Defendant's, GM's, warranty periods were also unconscionable and inadequate to protect the Plaintiff and Class Members. Among other things, the Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored the Defendant, GM. A gross disparity in bargaining power existed between the Defendant, GM, and the Plaintiff and Class Members, and the Defendant, GM, knew that the Affected Class Vehicles were equipped with a defective Class Engine which causes an unexpected loss of engine power and placing the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine.

~~49.~~50. 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 Defendant's, GM's, conduct alleged herein, affording the Defendant, GM, a reasonable opportunity to cure its breach of written warranties, therefore, would be unnecessary and futile.

~~50.~~51. As a direct and proximate result of the Defendant's, GM's, breach of implied warranties or conditions of merchantability, the Plaintiff and Class Members have suffered loss, diminution and/or damage as a result of the Engine Defect in the Affected Class Vehicles 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; and section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2.

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

~~51.~~52. 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.

~~52.~~53. The Defendant, GM, is in British Columbia for the purposes of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.

~~53.~~54. The Affected Class Vehicles are consumer “goods” within the meaning of section 1(1) of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.

~~54.~~55. The Plaintiff and 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 provinces with parallel consumer protection legislation, as described in **Schedule “A”**.

~~55.~~56. The purchase and/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 provinces with parallel consumer protection legislation, as described in **Schedule “A”**.

~~56.~~57. The Defendant, GM, is a “supplier” within the meaning of section 1(1) of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**, as it carried on business in British Columbia and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *BPCPA*. The Defendant, GM, is the vehicle supplier and/or manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including the Plaintiff and Class Members in British Columbia. At all relevant times, the Defendant, GM, was 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 Defendant, GM.

~~57.~~58. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, GM, engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*, and provinces with parallel consumer protection legislation, as described in **Schedule “A”**. The Defendant, GM, knew that the Affected Class Vehicles equipped with a

defective Class Engine caused an unexpected loss of engine power and placed the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine. The Defendant, GM, made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.

~~58.~~59. As alleged herein, the Defendant, GM, made misleading representations and omissions concerning the safety, high quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles.

~~59.~~60. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and Class Members were deceived by the Defendant's, GM's, failure to disclose its knowledge of the Engine Defect and associated safety risk.

~~60.~~61. In particular, the Defendant, GM, 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 Class Engine, which caused an unexpected loss of engine power and placed the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, damage to the vehicle's engine and ending in a costly repair and/or replacement process that the Defendant, GM, will not cover, as follows.

- (a) failing to disclose that the Affected Class Vehicles equipped with the defective Class Engine was not of a particular standard, quality, or grade;
- (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;
- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the defective Class Engine, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a real and substantial danger or harm to occupants of the Affected Class Vehicles, and damage to the vehicle's engine;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the defective Class Engine in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, GM,

possessed exclusive knowledge of the inherent defect in the Class Engine equipped in the Affected Class Vehicles before and at the time of purchase and/or lease;

- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the Class Engine equipped in the Affected Class Vehicles was defective, even though the Defendant, GM, knew about the Engine -Defect; and
- (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.

~~61.~~62. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and Class Members in British Columbia were deceived by the Defendant's, GM's, failure to disclose its exclusive knowledge that the defective Class Engine equipped in the Affected Class Vehicles caused an unexpected loss of engine power and placed the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine

~~62.~~63. By failing to disclose and actively concealing the Engine Defect, the Defendant, GM, engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule "A"**.

~~63.~~64. Further, as alleged herein, the Defendant, GM, made misleading representations and/or omissions concerning the safety, quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles equipped with the defective Class Engine, by:

- (a) publishing Owners' Manuals that made materially misleading omissions as to claims of safety, high quality and dependability but which uniformly omitted any warning to consumers that the Affected Class Vehicles were equipped with a defective Class Engine, which caused an unexpected loss of engine power and placed the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine;
- (b) advertisements which uniformly omitted any information about the Engine Defect, and which misled consumers into believing that the Class Engine would function properly; and
- (c) emphasizing and extolling in brochures and press releases that the Affected Class Vehicles equipped with the defective Class Engine were safe, dependable, of the highest quality and

with exceptional capability.

~~64.~~65. The Defendant's, GM's, conduct as alleged herein was, and is, in violation of sections 4 and 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule "A"**, in particular, by:

- (a) representing that the Affected Class Vehicles, including its Class Engine, were defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including its Class Engine, were of a particular standard, quality or grade, when they were not;
- (c) advertising the Affected Class Vehicles, including its Class Engine, with the intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including its Class Engine, have been supplied in accordance with a previous representation as to safety, quality, advanced technology, reliability, durability and/or performance, when they have not.

~~65.~~66. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and Class Members in British Columbia were deceived by the Defendant's, GM's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to safety, high quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles in its sales brochure materials, manuals, press releases and/or websites.

~~66.~~67. The Defendant, GM, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead the Plaintiff and Class Members.

~~67.~~68. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and Class Members were deceived by the Defendant's, GM's, failure to disclose its knowledge of the Engine Defect and associated safety risk.

~~68.~~69. The Plaintiff and Class Members had no way of knowing of the Defendant's, GM's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, GM, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. The Plaintiff and Class

Members did not, and could not, unravel the Defendant's, GM's, deception on their own.

69.70. The Defendant, GM, knew, or ought to have known, that its conduct violated sections 4 and 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule "A"**.

70.71. The Defendant, GM, owed the Plaintiff and Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, GM:

- (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;
- (b) intentionally concealed the foregoing from the Plaintiff and Class Members; and/or
- (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.

71.72. The Defendant, GM, had a duty to disclose that the Class Engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and the Plaintiff and Class Members relied on the Defendant's, GM's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.

72.73. The Defendant's, GM's, conduct proximately caused injuries to the Plaintiff and Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.

73.74. The Plaintiff and Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, GM's, conduct in that the Plaintiff and Class Members incurred costs related the Engine Defect including, *inter alia*, repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.

74.75. The Defendant's, GM's, violations cause continuing injuries to the Plaintiff and Class Members. The Defendant's, GM's, unlawful acts and practices complained of herein affect the public interest.

75.76. The Defendant, GM, knew of the defective engine equipped in the Affected Class Vehicles and which were materially compromised by the Engine Defect.

76.77. The facts concealed and omitted by the Defendant, GM, from the Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding

whether to purchase an Affected Class Vehicle or pay a lower price. Had the Plaintiff and Class Members known about the defective nature of the Class Engine equipped in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.

~~77~~.78. The Plaintiff's and Class Members' injuries were directly or proximately caused by the Defendant's, GM's, unlawful and deceptive business practices.

~~78~~.79. As a result of the Defendant's, GM's, conduct as alleged herein, the Plaintiff and Class Members in British Columbia are entitled to a declaration under section 172(1)(a) of the *BPCPA* that an act or practice engaged in by the Defendant, GM, in respect to the purchase and/or lease of the Affected Class Vehicles contravenes the *BPCPA*, an injunction under section 172(1)(b) of the *BPCPA* to restrain such conduct and/or damages under section 171 of the *BPCPA*, and to such remedies under parallel provincial consumer protection legislation, as described in **Schedule "A"**.

~~79~~.80. The Plaintiff and Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule "A"**, as a result of the Defendant's, GM's, failure to disclose and/or actively conceal the Engine Defect from the Plaintiff and Class Members in British Columbia and its misrepresentations as to safety, high quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles.

v. Breach of the *Competition Act*

~~80~~.81. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

~~81~~.82. By making representations to the public as to safety, quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles, the Defendant, GM, breached sections 36 and/or 52 of the *Competition Act*, in that its representations:

- (a) were made to the public in the form of advertising brochures, manuals, statements and/or other standardized statements as to safety, high quality, advanced technology, reliability, durability and/or performance of the Affected Class Vehicles, in particular the Class Engine;
- (b) were made to promote the supply or use of a product or for the purpose of promoting its

business interests;

- (c) stated safety of the Affected Class Vehicles; and
- (d) were false and misleading in a material respect.

~~82.~~83. At all relevant times, the Defendant, GM, was the seller and/or supplier of the Affected Class Vehicles. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendant, GM, as to the Affected Class Vehicles as its resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendant, GM.

~~83.~~84. The Defendant, GM, engaged in unfair competition and unfair or unlawful business practices through the conduct, statements and omissions described herein and by knowingly and intentionally concealing the Engine Defect in the Affected Class Vehicles from Plaintiff and Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Engine Defect. The Defendant, GM, should have disclosed this information because it was in a superior position to know the true facts related to the Engine Defect and Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts related to the Engine Defect.

~~84.~~85. The Engine Defect in the Affected Class Vehicles constitutes a serious safety issue. The Defendant, GM, knew that the Affected Class Vehicles equipped with the defective Class Engine caused an unexpected loss of engine power and placed the vehicle at risk of a collision or loss of control, which posed a real, substantial and imminent risk of harm or injury to vehicle occupants, and damage to the vehicle's engine, which triggered the Defendant's, GM's, duty to disclose the safety issue to consumers.

~~85.~~86. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Engine Defect and suppressing other material facts from the Plaintiff and Class Members, the Defendant, GM, breached its duty to disclose these facts, violated the *Competition Act* and caused damage to the Plaintiff and Class Members. The Defendant's, GM's, omissions and concealment pertained to information that was material to the Plaintiff and Class Members, as it would have been to all reasonable consumers.

~~86.~~87. Further, the Plaintiff and Class Members relied upon the Defendant's GM's, misrepresentations as to safety, high quality, advanced technology, reliability, durability, and/or performance of the

Affected Class Vehicles to their detriment in purchasing and/or leasing the Affected Class Vehicles so as to cause loss and/or damage to the Plaintiff and Class Members.

~~87.~~88. The Plaintiff and Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

vi. Fraudulent Concealment

~~88.~~89. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

~~89.~~90. The Defendant, GM, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of class vehicles and the fact that Affected Class Vehicles contain an engine defect and corresponding safety risk, with the intent that the Plaintiff and Class Members rely on these omissions. As a direct result of this fraudulent conduct, the Plaintiff Class Members have suffered actual damages.

~~90.~~91. The Defendant, GM, knew (at the time of sale and thereafter) as a result of pre-release testing that Affected Class Vehicles incorporated the Engine Defect, concealed the Engine Defect and never intended to repair or replace the Class Engine during the warranty periods. To date, the Defendant, GM, has not provided the Plaintiff and Class Members with an adequate repair and/or remedy for the Engine Defect.

~~91.~~92. The Defendant, GM, owed a duty to disclose the Engine Defect and its corresponding safety risk to the Plaintiff and Class Members because the Defendant, GM, possessed superior and exclusive knowledge concerning the Engine Defect. The Defendant, GM, had a duty to disclose any information relating to the safety, high quality, functionality, and reliability of Affected Class Vehicles, in particular the Class Engine, because it consistently marketed Affected Class Vehicles as safe.

~~92.~~93. As the Defendant, GM, made representations to the public concerning Affected Class Vehicle safety, quality, functionality, and reliability, it was under a duty to disclose the omitted facts as to the Engine Defect. Rather than disclose the Engine Defect, the Defendant, GM, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of class vehicles and the presence of the Engine Defect and corresponding safety risk, to sell additional Affected Class Vehicles and avoid the cost of repair or replacement of the Class Engine.

93.94. No reasonable consumer expects a vehicle to contain a concealed defect in manufacture, materials, or workmanship, such as the Engine Defect, that will lead to thousands of dollars in repair or replacement costs and will cause catastrophic engine failure with little to no warning or time to take preventative measures or safely remove the vehicle from the road.

94.95. The Defendant, GM, intended to conceal the material facts concerning the Engine Defect with the intent to deceive. This intent was manifested by Defendant, GM, concealing the Engine Defect from prospective purchasers, owners and/or lessees during the warranty period while issuing a technical publication to its dealers. The Defendant, GM, benefitted by concealing the defect in that it could charge a higher price premium by concealing the information and were therefore motivated to do so.

95.96. The Plaintiff and Class Members would not have purchased and/or leased the Affected Class Vehicles but for the Defendant's, GM's, omissions and concealment of material facts concerning the nature and quality of Affected Class Vehicles and existence of the Engine Defect and corresponding safety risk or would have paid less for the Affected Class Vehicles. The Defendant, GM, knew its concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts. The Defendant, GM, knew its concealment and suppression of the Engine Defect would sell more Affected Class Vehicles and would discourage the Plaintiff and Class Members from seeking replacement or repair of the Engine Defect during the applicable warranty periods. The Defendant, GM, intended to induce the Plaintiff and Class Members into purchasing and/or leasing the Affected Class Vehicles and to discourage them from seeking replacement or repair of the Engine Defect in order to decrease costs and increase profits.

96.97. The Defendant, GM, acted with malice, oppression, and fraud.

97.98. The Plaintiff and Class Members reasonably relied upon the Defendant's, GM's, knowing concealment and omissions. As a direct and proximate result of the Defendant's, GM's, omissions and active concealment of material facts concerning the Class Engine.

98.99. As a result of the Engine Defect and associated safety risk, the Plaintiff and Class Members suffered actual damages in an amount to be determined at trial.

vii. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*")

99.100. The Plaintiff and Class Members had no way of knowing about the Engine Defect in the Affected

Class Vehicles. The Defendant, GM, concealed its knowledge of the Engine Defect while continuing to market, sell and/or lease, the Affected Class Vehicles equipped with the defective Class Engine.

~~100.~~101. Within the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in **Schedule “B”**, the Plaintiff and Class Members could not have discovered through the exercise of reasonable diligence that the Defendant, GM, was concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles, in particular the Class Engine.

~~101.~~102. 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 Class Engine equipped in the Affected Class Vehicles.

~~102.~~103. For these reasons, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada, as described in **Schedule “B”**, has been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.

~~103.~~104. Further, due to Defendant’s, GM’s, knowledge and active concealment of the Engine Defect throughout the time period relevant to this proposed class proceeding, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in **Schedule “B”** has been tolled.

~~104.~~105. Instead of publicly disclosing the Engine Defect in the Affected Class Vehicles, the Defendant, GM, kept the Plaintiff and Class Members in the dark as to the Engine Defect and the serious safety hazard it presented.

~~105.~~106. The Defendant, GM, was under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Engine Defect in the Affected Class Vehicles.

~~106.~~107. The Defendant, GM, knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, high quality, character and safety of the Affected Class Vehicles, in particular the Class Engine.

107,108. _____ As such, the Defendant, GM, is estopped from relying on the *Limitation Act*, and equivalent legislative provisions in the rest of Canada as described in **Schedule "B"**, in defense of this proposed class proceeding.

Plaintiff's(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: ~~June 23~~ October 2, 2025

A handwritten signature in black ink, appearing to read 'K. Garcha', written over a horizontal line.

Signature of K.S. Garcha
lawyer for plaintiff(s)

Schedule “A”

Consumer Protection Legislation Across Canada

Province or Territory	Legislation
Alberta	<p><i>Consumer Protection Act</i>, RSA 2000, c. C-26.3</p> <p>“Goods”- Section 1(1)(e)(i); “Consumers”- Section 1(1)(b)(i); “Consumer Transaction” - Section 1(1)(c)(i); “Supplier” - Section 1(1)(i),(ii) and/or (iii); “Unfair Practices” - Sections 5 and 6; Statutory Remedies - Sections 13(1), (2) and 142.1; and Waiver of Notice - Section 7.1(1)</p>
Saskatchewan	<p><i>The Consumer Protection and Business Practices Act</i>, SS 2014, c. C-30.2</p> <p>“Goods” - Section 2(e); “Consumer” - Section 2(b); “Supplier” - Section 2(i); “Unfair Practices” - Sections 6 and 7; and Statutory Remedies - Section 93</p>
Manitoba	<p><i>Consumer Protection Act</i>, CCSM c. C200</p> <p>“Goods” - Section 1; “Consumer” - Section 1; “Consumer Transaction” - Section 1; “Supplier” - Section 1; “Unfair Business Practices” - Sections 2(1) and (3); and Statutory Remedies - 23(2)(a) and (b)</p>
Ontario	<p><i>Consumer Protection Act</i>, 2002, SO 2002, c. 30, Sch. A</p> <p>“Goods” - Section 1; “Consumer” - Section 1; “Supplier” - Section 1; “Unfair Practices”- Sections 14(1) and (2); Statutory Remedies - Sections 18(1) and (2); and Waiver of Notice - Sections 18(3) and (15)</p>

Province or Territory	Legislation
New Brunswick	<p><i>Consumer Product Warranty and Liability Act</i>, SNB 1978, c. C-18.1</p> <p>“Consumer Product” - Section 1(1); “Buyer” - Section 1(1); “Contract for the sale or supply of a consumer product” - Section 1(1); and “Seller” - Section 1(1);</p> <p><i>Consumer Protection Act</i>, SNB 2024, c1</p> <p>“Consumer” – Section 1; “Consumer Agreement” – Section 1; “Consumer Transaction” – Section 1; and “Unfair Practices” – Part 2, Section 10</p>
Québec	<p><i>Consumer Protection Act</i>, CQLR c. P-40.1</p> <p>“Goods” - Article 1(d); “Consumer” - Article 1(e); “Manufacturer” - Article 1(g); and “Merchant” - Article 1</p>

Schedule “B”

Limitation Act Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Limitations Act</i> , RSA 2000, c. L-12
Saskatchewan	<i>The Limitations Act</i> , SS 2004, c. L-16.1
Manitoba	<i>The Limitation of Actions Act</i> , CCSM c. L150
Ontario	<i>Limitations Act</i> , 2002, SO 2002, c. 24, Sch. B
Newfoundland and Labrador	<i>Limitations Act</i> , SNL 1995, c. L-16.1
Nova Scotia	<i>Limitation of Actions Act</i> , SNS 2014, c. 35
New Brunswick	<i>Limitation of Actions Act</i> , SNB 2009, c. L-8.5
Prince Edward Island	<i>Statute of Limitations</i> , RSPEI 1988, c. S-7
Yukon	<i>Limitation of Actions Act</i> , RSY 2002, c. 139
Northwest Territories	<i>Limitation of Actions Act</i> , RSNWT 1988, c. L-8
Nunavut	<i>Limitation of Actions Act</i> , RSNWT (Nu) 1988, c. L-8
Québec	<i>Civil Code of Québec</i> , CQLR, c. C-1991, art. 2908

**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 auto defect multi-jurisdictional class proceeding involves certain model year General Motors vehicles engineered, designed, manufactured, assembled, tested, marketed, advertised, distributed, supplied, leased and/or sold by the Defendants, General Motors, LLC and General Motors of Canada Company, in Canada, including the Province of British Columbia, installed with the L87 6.2L V8 gas engines that contain defective connecting rod and/or crankshaft engine components resulting in breaching of the engine block and/or engine seizure so as to cause a loss of motive power while the vehicle is in operation, all of which poses a real, substantial and imminent risk of harm or injury to vehicle occupants and catastrophic engine damage.

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*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1

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. 49 U.S. Code 301 - *Motor Vehicle Safety Act*

7. *Court Order Interest Act*, R.S.B.C., c. 79

8. *Competition Act*, R.S.C 1985, c. C-34

9. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, RSA 2000, c. L-12; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitation of Actions Act*, CCSM c. L150; *Limitations Act*, 2002, SO 2002, c. 24, Sch. B; *Limitations Act*, SNL 1995, c. L-16.1; *Limitation of Actions Act*, SNS 2014, c. 35; *Limitation of Actions Act*, SNB 2009, c. L-8.5; *Statute of Limitations*, RSPEI 1988, c. S-7; *Limitation of Actions Act*, RSY 2002, c. 139; *Limitation of Actions Act*, RSNWT 1988, c. L-8; *Limitation of Actions Act*, RSNWT (Nu) 1988, c. L-8; and *Civil Code of Quebec*, CQLR, c. C-1991, art. 2908