



Court File No. **VLC-S-S-255343**
NO.
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

DEFENDANTS

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

NOTICE OF CIVIL CLAIM

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

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

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

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

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

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

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Introduction - Overview

1. The within proposed auto defect liability multi-jurisdictional class proceeding involves certain model and model year General Motors-branded vehicles, defined below as “**Affected Class Vehicles**”, engineered, designed, manufactured, assembled, tested, marketed, 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, equipped with either the Hydra-Matic 8L90 transmission or Hydra-Matic 8L45 transmission (collectively, the “**Transmission**”) containing one or more design and/or manufacturing defects that cause harsh and/or delayed engagement and/or shifting of the Transmission gears. In particular, harsh and/or delayed engagement and/or shifting of the Transmission gears is caused by inadequate regulation and/or control, or unwanted fluctuations, of the hydraulic fluid pressure within the Transmission (the “**Transmission Defect**”).
2. The Transmission Defect severely affects the driver’s ability to control the speed, acceleration and deceleration of the vehicle, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.
3. “Affected Class Vehicles” refers to the following model and model year General Motors-branded vehicles engineered, designed, manufactured, assembled, tested, marketed, advertised, distributed, supplied, sold and/or leased by the Defendants, GM LLC and/or

GM Canada, in Canada, including the Province of British Columbia, that contain the Transmission Defect:

<u>Model</u>	<u>Model Year</u>
Cadillac	
ATS	2016-2019
ATS-V	2016-2019
CTS	2016-2019
CTS-V	2016-2019
CT4	2020-2024
CT6	2016-2020
Escalade	2015-2020
Escalade ESV	2015-2020
Chevrolet	
Camaro	2016-2024
Colorado	2015-2025
Corvette	2015-2019
Express	2017-2024
Silverado	2015-2025
Suburban	2015-2020
Tahoe	2015-2020
GMC	
Canyon	2017-2025
Savana	2017-2025
Sierra	2015-2025
Yukon	2015-2020
Yukon XL	2015-2020

The Plaintiff reserves the right to amend the definition of Affected Class Vehicles to include additional models and model years.

4. All Affected Class Vehicles are equipped with internal combustion engines. Internal combustion engines operate in a narrow range of rotations requiring a transmission, operated manually or automatically, to drive the wheels. A transmission is part of a vehicle's powertrain. The powertrain consists of the engine, driveshafts, axles, and

differentials. The compound operation of all of these components utilizes the rotational energy from the vehicle's engine and translates it into motive power.

5. Since the vehicle's engine can only spin within a certain speed, the transmission plays an integral role in the powertrain by translating the rotational movement of the engine more efficiently as and when needed. A transmission multiplies or decreases the amount of power sent from the engine – it achieves this by using gears having different ratios that translate the engine's rotational power to the wheels differently.
6. A vehicle can either be equipped with a manual or an automatic transmission. In a manual transmission, the driver manually selects different gears using a gear shifter and controls the connection between the engine and the transmission by engaging and disengaging the clutch. Whereas an automatic transmission uses a complex system of interrelated components that work together to automatically select the most efficient and correct gear and control the engagement between the engine and the transmission without driver input to change the gears.
7. In an automatic transmission if any of the internal components, including the torque converter, planetary gear sets, the hydraulic system (consisting of the oil pump and valve body), solenoids, and the transmission control module (“TCM”), fail to work cohesively as intended, the automatic transmission will suffer from, *inter alia*, harsh or erratic gear shifting, delayed engagement of gears, and skipping of gears, causing the vehicle to shake, shudder, jerk, clunk and hesitate between gears, all of which can lead to sudden and/or unexpected loss or increase of motive power. A proper functioning automatic transmission is therefore integral to safely and reliably accelerate and decelerate a vehicle.
8. The Transmission is an automatic transmission that was introduced in 2015 as the successor to the Defendants', GM LLC's and GM Canada's, six-speed transmission, the 6L (6L45, 6L50, 6L80 and 6L90 variants).
9. The 6L transmission and the Transmission have six and eight forward gears, respectively. Additional forward gears provide a wider range of gear ratios thereby improving fuel and gear shifting efficiency, torque delivery and performance. The Hydra-Matic 8L90

transmission is designed to handle more power and torque, making it suitable for high-performance applications like the Chevrolet Corvette. The 8L45 transmission, on the other hand, is a lighter, more compact version designed for applications in vehicles with lower torque output engines, such as the Cadillac CT6.

10. The Transmission variants – 8L90 and 8L45 – have the same or substantially similar architecture, layout and/or design, and only vary as to size, weight and maximum torque rating, and as such the Transmission Defect is common for all the Affected Class Vehicles.
11. The Defendants, GM LLC and GM Canada, knew, or ought to have known, of the Transmission Defect, well before the time of sale for all Affected Class Vehicles, as early as 2013.
12. The Defendants', GM LLC's and GM Canada's, knowledge of the Transmission Defect is evident from: (1) extensive research and development; (2) pre-launch testing; (3) above-target warranty claims in the Affected Class Vehicles; (4) records from the National Highway Traffic Safety Administration ("NHTSA") and/or Transport Canada; (5) customer complaints posted on internet forums; (6) their own records of customers' complaints; (7) dealership repair records and requests for technical assistance; (8) customer surveys; (9) Technical Service Bulletins ("TSBs"); and (10) their customer satisfaction program.
13. More importantly, the Defendants, GM LLC and GM Canada, acknowledged that the Transmission Defect cannot be fixed without a full redesign of the Transmission. As such, in early 2018, the Defendants, GM LLC and GM Canada, approved the research and development of an updated version of the of the Transmission, which they termed as "Generation 2".
14. Beginning with the 2023 model year, the Defendants, GM LLC and GM Canada, commenced equipping General Motors-branded vehicles with the Generation 2 version of the Transmission.
15. Since 2014, the Defendants, GM LLC and GM Canada, have issued twelve TSBs addressing the Transmission Defect. While the TSBs were meant to address putative class

member and consumer complaints relating to the harsh and/or delayed engagement and/or shifting of the Transmission gears, the Defendants, GM LLC and GM Canada, have failed and/or refused to provide an adequate remedy and/or fix for the Transmission Defect.

16. The remedies proposed by the Defendants, GM LLC and GM Canada, for the Transmission Defect are not only inadequate, but are also contingent upon the Defendants, GM LLC and GM Canada, or their technicians first identifying symptoms that satisfy specific criteria before any repair is authorized. This restrictive approach disregards the latent and intermittent nature of the Transmission Defect, which may not consistently manifest during routine inspections. Consequently, the Transmission Defect exposes putative class members to an unreasonable risk of harm, injury and/or death if the Transmission unexpectedly and/or suddenly malfunctions or fails during operation.
17. Owners and/or lessees of the Affected Class Vehicles have been injured in fact, incurred damages, and suffered ascertainable loss, expense or damage as a result of the Transmission Defect. Had the Plaintiff and putative class members known of the Transmission Defect, they would not have purchased and/or leased those vehicles or would have paid substantially less for them.
18. The Defendants', GM LLC's and GM Canada's, marketed and sold its new eight-speed Transmission as having world-class performance rivaling top performance vehicles, lightning-fast and smooth shifting, along with improved fuel efficiency, among other representations.
19. No reasonable consumer expects to purchase a vehicle with a concealed defect that presents a real, substantial and imminent danger to vehicle occupants as a result of the defect. The Transmission Defect is material to the Plaintiff and putative class members because when they purchased and/or leased their Affected Class Vehicle they reasonably relied on the expectation that the Affected Class Vehicles would be free from defects.
20. The Defendants, GM LLC and GM Canada, knowingly omitted, concealed and/or suppressed material facts regarding the Transmission Defect and misrepresented the safety standard, quality, or grade of the Affected Class Vehicles, all at the time of purchase and/or

lease or otherwise, which directly caused harm or loss to the Plaintiff and putative class members. As a direct result of the Defendants', GM LLC's and GM Canada's, unfair, deceptive and/or fraudulent business practices and wrongful conduct, the Plaintiff and putative class members have suffered ascertainable losses or damages, including, *inter alia*: (1) out-of-pocket expenses for repair of the Transmission; (2) costs for future repairs or the replacement of the Transmission; (3) sale of their vehicles at a loss; and/or (4) diminished value of their vehicles.

21. The Defendants, GM LLC and GM Canada, have failed to provide a remedy for the Transmission Defect, and further, refused to provide putative class members with loaner vehicles or offer to reimburse owners and/or lessees of the Affected Class Vehicles for, *inter alia*, vehicle or lease payments, towing charges, rental vehicles, time off work, loss of use, and other miscellaneous costs while they wait for the Defendants, GM LLC and GM Canada, to find a sufficient remedy and/or fix for the Transmission Defect.
22. The Plaintiff seeks relief for all other owners and/or lessees of the Affected Class Vehicles with the Transmission Defect, including, *inter alia*, recovery of damages, replacement and/or repair under various provincial consumer protection legislation, breach of express warranty, breach of implied warranty or condition of merchantability, statutory and equitable claims and reimbursement of all expenses associated with the replacement and/or repair of the defective Transmission in the Affected Class Vehicles and/or buy back of the Affected Class Vehicles.

B. The Parties

i. The Representative Plaintiff

23. The Plaintiff, [REDACTED] has an address for service c/o 210 - 4603 Kingsway, Burnaby, British Columbia, Canada, V5H 4M4.
24. On or July 29, 2022, the Plaintiff purchased a pre-owned 2019 Chevrolet Corvette ("Corvette"), one of the Affected Class Vehicle, primarily for personal, family or household use, from Wheaton Chevrolet Buick Cadillac GMC Ltd., a General Motors

dealership, located in Victoria, British Columbia, Canada for the price of \$105,520.65 inclusive of tax. The Corvette is equipped with the 8L90 Transmission.

25. Prior to purchasing his Corvette, the Plaintiff reviewed the Defendants', GM LLC's and/or GM Canada's, websites and marketing materials regarding the Corvette, which failed to disclose the presence of the Transmission Defect.
26. Through exposure and interaction with the Defendants, GM LLC and/or GM Canada, the Plaintiff was aware of the Defendants', GM LLC's and/or GM Canada's, uniform and pervasive marketing messages of, *inter alia*, dependability, safety and the innovative eight-speed automatic transmission. However, despite touting the safety and dependability of the Affected Class Vehicles, and in particular the innovative eight-speed automatic transmission, at no point did the Defendants, GM LLC and/or GM Canada, or their representatives, disclose to the Plaintiff the Transmission Defect before his purchase.
27. Since the Plaintiff's purchase of the Corvette, the Plaintiff has, on numerous occasions, experienced the following when moving the Corvette from a standstill and during highway driving:
 - delayed and/or harsh engagement and/shifting of the gears in the Transmission; and/or
 - inconsistent or delayed power delivery to the wheels.
28. The Plaintiff would not have purchased the Corvette, would have paid less for it, or purchased a comparable sports car from another vehicle manufacturer, had the Plaintiff known about the Transmission Defect.
29. The Plaintiff did not receive the benefit of his bargain when he purchased his Corvette. He purchased a vehicle that is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation, particularly a properly functioning transmission. The Transmission Defect has significantly diminished the value of the Corvette as it is not safe, dependable and reliable, or does not perform, as represented by the Defendants, GM LLC

and/or GM Canada, and which poses a real, substantial and imminent risk of harm, injury and/or death.

ii. The Defendants

30. 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, United States of America, 19808.
31. The Defendant, GM Canada, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0082341, and has a registered agent, BLG Corporate Services (B.C.) Ltd., at P.O. Box 48600, 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, V7X 1T2, Canada.
32. At all material times to the cause of action herein, the Defendant, GM LLC, is an American automobile manufacturer that, *inter alia*, designs, manufactures, assembles, markets, advertises, distributes, supplies and/or sells GM-branded vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Transmission Defect, at its automobile plants located in the United States of America, and elsewhere, for distribution and/or sale in the United States of America and Canada, including the Province of British Columbia.
33. At all material times to the cause of action herein, the Defendant, GM LLC, markets, advertises, distributes, supplies and/or sells GM-branded vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Transmission Defect, through, *inter alia*, its related subsidiaries, affiliates and/or operating units, including the Defendant, GM Canada, independent retailers and authorized dealerships in the United States of America and Canada, and within the Province of British Columbia. The Defendant, GM LLC, also provides all the technical information for the purposes of designing, manufacturing, servicing and/or repairing its Affected Class Vehicles to its subsidiaries, affiliates and/or operating units, including the Defendant, GM Canada.

34. At all material times to the cause of action herein, the Defendant, GM Canada, was, and is, a wholly owned subsidiary of the Defendant, GM LLC, which, *inter alia*, designs, manufactures, assembles, markets, advertises, distributes, supplies, sells and/or repairs, GM-branded vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Transmission Defect, in Canada, and within the Province of British Columbia. The Defendant, GM Canada, was the sole distributor of the Affected Class Vehicles in Canada, including the Province of British Columbia. It sold and/or leased the Affected Class Vehicles through its dealer and retailer network, which were controlled by the Defendants, GM Canada and/or GM LLC, and were their agents.
35. At all material times to the cause of action herein, the Defendants, GM LLC and/or GM Canada, shared the common purpose of, *inter alia*, designing, developing, manufacturing, assembling, marketing, distributing, supplying, leasing, selling, servicing and/or repairing GM vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Transmission Defect, in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, GM LLC and/or GM Canada, are inextricably interwoven with that of the other as to the Transmission Defect in the Affected Class Vehicles, such that each is the agent of the other.
36. Hereinafter, the Defendants, GM LLC and/or GM Canada, are collectively referred to as the Defendant, “**GM**”, and/or the “**Defendants**”, unless referred to individually or otherwise.

C. The Class

37. 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. Operation of an automatic transmission

38. A transmission casing, commonly referred to as a “bell casing” due to its bell shape, houses all the component parts of a transmission, those being the torque converter, planetary gear set, clutch assemblies and friction bands, and valve body (that contains the shift valves or solenoids). As mentioned above, the various components of an automatic transmission need to work in tandem to ensure that the transmission shifts properly and into the correct gears.

(a) Torque Converter

39. Unlike manual transmissions, which use a friction clutch to directly couple the transmission with the engine, automatic transmissions employ indirect coupling through the use of the torque converter, which sits between the transmission and the engine.
40. A torque converter has two primary functions: (1) transfer power from the engine to the transmission input shaft; and (2) torque multiplication, meaning it can increase the output torque when the output shaft (the shaft that transmits the drive out of the transmission) is rotating slower than the input shaft (the shaft that receives power from the engine and transfers it to the transmission). This is helpful for movement of the vehicle from a standstill, and acceleration.
41. The torque converter consists of five main components, namely: the impeller, turbine, stator, a lock-up clutch and the fluid.
42. The impeller, which is directly connected to the engine’s flywheel, is a centrifugal pump that spins and pushes the fluid outward, creating a vacuum that draws more fluid in. The turbine, which is connected to the transmission’s input shaft, receives the fluid and is driven to spin by the fluid’s momentum.
43. The stator, which is a fixed component within the torque converter, redirects the fluid back towards the impeller after it leaves the turbine. This redirection is crucial for increasing torque, especially at low speeds.

44. The fluid's movement creates a continuous cycle: the impeller pushes fluid, the turbine spins due to the fluid's impact, and the stator redirects the fluid back to the impeller, allowing the turbine to spin at a higher speed than the impeller. This "torque multiplication" effect is most pronounced when the turbine is spinning slower than the impeller, such as during initial acceleration or at low speeds.
45. Modern torque converters often incorporate a lock-up clutch, which engages when the engine and transmission speeds are close, improving efficiency at higher speeds.

(b) Planetary Gear Set

46. As a vehicle reaches higher speeds, it needs less torque to maintain that speed. Transmissions can increase or decrease the amount of torque sent to vehicle's wheels by utilizing different gear ratios. A lower gear ratio delivers more torque, while a higher gear ratio provides less torque.
47. In a manual transmission, the driver controls the gear ratios by manually selecting the different gears using a gear shifter. Whereas, in an automatic transmission, gear ratios are increased or decreased automatically, through the use of the planetary gear set.
48. A planetary gear set has three components: (1) a sun gear; (2) the planet gears/pinions and the carrier; and (3) the ring gear.
49. A single planetary gear set can achieve reverse drive and five levels of forward drive. This depends on which of the three components of the gear set is moving or held stationary.
50. The number of planetary gear sets in a transmission varies depending on the transmission's design and the number of gears it provides. The number of planetary gear sets is related to the number of gear ratios a transmission can produce. The Defendant's, GM's, Hydra-Matic 8L90 and 8L45 transmission has three planetary gear sets.

(c) Clutch Assemblies and Friction (Brake) Bands

51. Clutch assemblies are multiple disc clutches that engage and disengage planetary gear sets to facilitate gear shifts. Brake bands are made of metal lined with organic friction material,

which can tighten to hold the ring or sun gear stationary or loosen to let them spin. Transmissions may have a combination of clutch assemblies and brake bands.

52. The engagement of a clutch or the tightening and loosening of a brake band is influenced by a combination of mechanical, hydraulic, and electrical designs. This process involves controlled movement of transmission fluid through the valve body, as explained below, all of which happens automatically.

(d) Valve Body and Shift Valves or Solenoids

53. A valve body is the “brain” of an automatic transmission. It has maze-like passageways that route fluid to all the different components in the transmission. Selection of the appropriate “route” is controlled by the use of shift valves, in hydraulically controlled transmissions, or shift solenoids, in electronically controlled transmissions.
54. Shift valves supply hydraulic pressure to the clutches and bands to engage each gear. The valve body of the transmission contains several shift valves. The shift valve determines when to shift from one gear to the next. For instance, the 1-to-2 shift valve determines when to shift from first to second gear. The shift valve is pressurized with fluid from the governor (a valve that tells the transmission how fast the car is going) on one side, and the throttle valve on the other. They are supplied with fluid by an oil pump, and they route that fluid to one of two circuits to control which gear the car runs in.
55. Each shift valve responds to a particular pressure range, so when the vehicle is going faster, the 2-to-3 shift valve will take over, because the pressure from the governor is high enough to trigger that valve.
56. Electronically controlled transmissions, which appear on most newer vehicles, still use hydraulics to actuate the clutches and bands, but each hydraulic circuit is controlled by an electric solenoid in conjunction with a TCM. This simplifies the plumbing on the transmission, allows for more advanced control schemes, and offers more precise and adaptable shifting.

57. Shift solenoids are critically important components of any vehicle's transmission. These solenoids handle the movement of fluid between the hydraulic circuits, which ensures that the transmission components and valves all work appropriately.
58. A transmission may also be equipped with pressure control solenoids. While the shift valve or solenoid acts as on/off valves controlling the flow of transmission fluid to specific circuits within the valve body to control gear selection, a pressure control solenoid modulates or regulates pressure within the transmission to ensuring optimal pressure, thereby providing smoother shifting.
59. Similar to shift solenoids, pressure control solenoids are also controlled by the TCM; however, they differ in operation in that they are additionally regulated through a digital technique known as Pulse Width Modulation ("PWM"), which enables precise modulation of the solenoid's pressure output and, by extension, the hydraulic fluid pressure within the transmission.
60. PWM uses a digital signal (either on or off) to control the power to the transmission. The "pulse width" refers to the duration of the "on" time of the digital signal. By changing the pulse width, the voltage/power delivery to the pressure control solenoids is regulated. A longer pulse width results in a higher average voltage/power, while a shorter pulse width results in a lower average voltage/power.
61. As such, PWM effectively simulates analog behavior through the use of a digital signal, thereby facilitating finer and more responsive control over the shifting and/or engagement of the gear in a transmission.
62. Some automatic transmissions may also incorporate pulse dampers or pulsation dampeners. Pulse dampers in a transmission are devices designed to mitigate pressure fluctuations and flow pulsations within a fluid system, such as a fuel or hydraulic system in a vehicle. Pulse dampers are distinct from pressure control solenoids as the former work by absorbing the kinetic energy of the fluid flow, smoothing out pressure spikes and preventing damage to components, whereas the latter receive electrical signals to control the flow of hydraulic fluid.

ii. **The Transmission – 8L90 & 8L45**

(a) Development, Architecture, Layout and Design

63. The Defendant's, GM's, Transmission has two main variants – 8L45 and 8L90. Each of these variants has the same or substantially similar architecture, layout and design, but vary in terms of size, weight, and maximum torque ratings. The Transmission Defect is common to each variant of the transmission.
64. The Transmission is the first eight-speed automatic transmission developed by the Defendant, GM. The 8L90 is a heavy-duty variant and was introduced in 2014. It was designed for use in rear-wheel-drive vehicles and replaced earlier 6-speed transmissions. The 8L90 was first seen in vehicles like the Cadillac ATS, Chevrolet Corvette, and trucks such as the Chevrolet Silverado and GMC Yukon. A lighter variant, the 8L45, was introduced in 2016 for vehicles with V6 engines like the Chevrolet Colorado.
65. The Transmission is a successor to the Defendant's, GM's, 6-speed transmission, the 6L. The main objective in replacing the predecessor model was to improve vehicle fuel economy with extra speeds and a wider gear span to allow the engine speed level to be lowered. The layout brings the ability to shift in a non-sequential manner – going from gear eight to gear two in extreme situations simply by changing one shift element (actuating break B and releasing clutch D)
66. As averred to herein, the Defendant, GM, has touted the Transmission for its adaptive shift controls, including features like grade braking and Performance Algorithm Shifting. It uses a 32-bit TCM to monitor performance and compensate for wear, ensuring consistent performance over time.
67. The Transmission consists of the various component parts mentioned above which are typical of an automatic transmission; however, it has some unique components that form the basis of the Transmission Defect.
68. The Transmission has five forward underdrive gear ratios (i.e., the input shaft turns faster than the output shaft); one direct drive ratio (i.e., the input and the output shafts spin at the

same speeds); and two overdrive ratios (i.e., the output shaft turns faster than the input shaft).

69. The Transmission utilizes nine solenoids. These solenoids use an armature/pin assembly that moves a valve in the main valve body to control and apply hydraulic fluid pressure to activate all friction systems inside the Transmission, including the torque converter lock-up clutch.
70. The shift elements within the Transmission are controlled by a corresponding shift solenoids. The operation of these solenoids determines the engagement of specific shift elements, and various combinations of engaged elements dictate which gear is applied.
71. Similar to most electronically controlled automatic transmissions, the Transmission uses a shift map using various factors such as engine load and accelerometer input to calculate shift decisions without driver input, all of which is determined by the TCM and the various sensors in the Affected Class Vehicles' powertrain. The Transmission uses a form of adaptive shift protocol to optimize for smooth shifts. TCM is constantly trying to advance or delay solenoid activation to support this goal. Moreover, the Transmission in the Affected Class Vehicles utilizes adaptive learning to optimize shifting patterns and improve fuel efficiency based on individual driving styles and road conditions. This system allows the transmission to "learn" how the driver prefers to accelerate, decelerate, and make gear changes, adapting the shift points and strategies accordingly.
72. The Transmission's TCM incorporates proprietary software and algorithms that govern and control the operations of the different component parts of the Transmission.

(b) The Transmission Defect

73. The Transmission Defect is caused by the following problems:

Problem #1: Inadequate Pressure Regulation and/or Control, or Unwanted Fluctuations of Hydraulic Fluid Pressure Within the Transmission

74. As mentioned above, a valve body incorporates a combination of mechanical, hydraulic, and electrical mechanisms with a huge concentration of moving parts and electronics,

which makes it susceptible to internal oil cross-leakage and solenoid failure if metal-shaving contamination occurs.

75. The valve body of the Transmission incorporates pressure control solenoids and pulse dampers to regulate hydraulic fluid pressure, a critical function intended to ensure optimized and seamless gear shifting.
76. The pressure control solenoids are regulated through PWM, which utilizes highly sensitive voltage adjustments to modulate solenoid operation with precision.
77. The Transmission contains defective pressure control solenoids and flawed pressure regulation operations, resulting in solenoid sticking and subsequent improper regulation of hydraulic fluid pressure within the Transmission.
78. Moreover, the Transmission includes a set of seven pulse damper that control oil flow to oncoming clutch packs once oil flow is activated through the energization of solenoids on the side of the valve body. The pulse dampers load against the side of the valve body castings as they stroke up and down and generate bore wear over time.
79. The inevitable wear of pulse dampers leads to symptoms such as harsh or erratic shifting, gear slipping, and delayed gear engagement, all of which have been routinely observed in the Affected Class Vehicles.

Problem #2: Failure of the Adaptive Transmission Functions / TCM Miscalibration

Adaptive Transmission Functions

80. The Transmission employs an adaptive learning system, designed to modify shift behavior based on driving patterns and road conditions. This system is intended to dynamically adjust shift points and fluid pressure within the valve body to provide smoother and more consistent gear transitions.
81. More particularly, the Transmission uses a line pressure control system during upshifts to compensate for both new build variations and the normal wear of transmission components. Variations in the clutch apply components—either from initial manufacturing tolerances

or from wear over time—can lead to shift times that are either too short or too long. To correct for these deviations, the TCM adjusts pressure commands to the pressure control solenoids, maintaining the originally calibrated shift timing. This self-adjusting process, known as *adaptive learning*, helps ensure consistent shift quality and improves transmission durability.

82. Malfunctions in this system arise primarily from defective valve body operation and pressure control solenoid failures, which disrupt adaptive learning processes. Interruption of “fast learn” procedures further exacerbate these issues, manifesting as harsh shifts, gear slipping, and delayed engagement.
83. The Defendant’s, GM’s, adaptive learning is unreliable and leads to inconsistencies in shifting, stemming largely from the improper functioning of the pressure control system in the Transmission, including the pressure control solenoids. In an attempt to optimize the shifting for fuel economy, the defective adaptive learning system makes the Affected Class Vehicles more prone to harsh and/or delayed engagement and/or shifting.

TCM Calibration

84. Owing to the various complicated processes occurring in the Transmission, a central control unit is required to regulate them; the Transmission’s TCM is intended to achieve this objective. Affected Class Vehicles come inherent with mis-calibrated TCMs, which cause the Transmission to function improperly.
85. The above defects make the Transmission prone to premature failure resulting in delayed and/or harsh engagement and/or shifting of the Transmission gears that severely affect the driver’s ability to control the speed, acceleration and deceleration of the vehicle, posing a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

iii. The Defendant’s, GM’s, knowledge of the Transmission Defect

86. Since the Transmission was introduced and equipped in the Affected Class Vehicles, drivers have repeatedly complained about the harsh and/or delayed engagement and/or shifting of the Transmission gears to the Defendant, GM. During the relevant time period

herein, there was an unusually large number of complaints of harsh and belabored transmission shifting such that the Defendant, GM, was put on notice of the Transmission Defect.

87. More particularly, prior to the sale of the Affected Class Vehicles, the Defendant, GM, knew about the Transmission Defect based on: (1) similar issues with the Affected Class Vehicles equipped with first generation eight-speed automatic transmissions, which led the Defendant, GM, to stop using those transmissions entirely in its performance and luxury vehicles—like the later model year Corvette, Escalade, and Yukon—and develop a “second generation” transmission for the Affected Class Vehicles; (2) the Defendant’s, GM’s, exclusive knowledge of non-public, internal data about the Transmission Defect, including pre-release testing data and warranty data, and investigations applying hazard metrics; (3) early consumer complaints about the Transmission Defect to the Defendant’s, GM’s, dealers who provide the Defendant, GM, information about vehicle repairs; (4) aggregate data from the Defendant’s, GM’s, dealers, including dealership repair orders; (5) consumer complaints to the NHTSA and/or Transport Canada and resulting notice from NHTSA and/or Transport Canada; (6) testing conducted in response to owner complaints; (7) various TSBs addressing the Transmission Defect; and (8) customer feedback survey from J.D. Power identifying drive quality and shifting as a weakness.
88. Beginning in 2014 and up to as recently as February 2025, the Defendant, GM, issued twelve TSBs to address the Transmission Defect. Accordingly, the Defendant, GM, knew, or ought to have known, that the Transmission Defect was present dating back to before 2014, the date the Defendant, GM, issued its first TSB related to the Transmission. These include, *inter alia*:
- (a) TSB 14-07-30-001
89. On or around **September 1, 2014**, the Defendant, GM, issued **TSB 14-07-30-001** with the subject “**Information on Transmission Adaptive Functions a**” This bulletin applied to the following vehicle models equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalade, 2015 Cadillac Escalade ESV, 2015 Chevrolet Corvette, and 2015 GMC Yukon. In the bulletin, the Defendant, GM, stated that “[s]ome customers may comment

on low mileage vehicles with automatic transmission that shift feel to be too firm (harsh) or may slip or flare. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel while driving and improve shift quality.” The bulletin also included description of transmission’s adaptive learning functions and a section titled “How to Adapt Your Transmission” containing the Defendant’s, GM’s, instructions to train the adaptive learn process “for a concern with a 1-2 upshift” and “for a concern with a 3-1 coastdown (closed throttle) shift.”

90. From **October 2014** to **October 2018**, the Defendant, GM, subsequently issued seven updates to TSB 14-07-30-001, numbered **14-07-30-001A** through **14-07-30-001G**.
91. On or around **October 8, 2014**, the Defendant, GM, issued **TSB 14-07-30-001A** with the same subject and covered vehicles listed on the previous version. In this bulletin, the Defendant, GM, again noted that “[s]ome customers may comment on low mileage vehicles with automatic transmission that shift feel to be too firm (harsh) or may slip or flare.” This revised bulletin was issued to provide updated information in the “How to Adapt Your Transmission” section, including a chart of shifts and their corresponding clutches, along with new, more detailed instructions to train the adaptive learn process for each of these clutches.
92. On or around **December 1, 2014**, the Defendant, GM, issued **TSB 14-07-30-001B** with the subject “**Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts**.” In addition to the vehicles listed on the previous versions of this bulletin, the following models equipped with 8L90 transmissions were added: 2015 Chevrolet Silverado, 2015 GMC Sierras, and 2015 GMC Yukon XLs. The revised bulletin also included instructions for resetting and “relearning” transmission adapts using diagnostic software (“Transmission Adaptive Values Learn procedure through GDS 2”) instead of performing the adaptive instructions while driving the vehicle but noted that the software function would not resolve the issue in 2015 Corvettes built before September 29, 2014, which “must be driven to learn the adapts.”
93. On or about **January 27, 2015**, the Defendant, GM, issued **TSB 14-07-30-001C** with the same subject, the same covered vehicles, and substantially the same information included

in the previous version. However, this revised version added a note to the “How to Adapt Your Transmission” section stating that “[t]he transmission fluid temperature must be between 75°C (167°F) and 85°C (185°F) during the drive procedure or adapts will not be learned.”

94. On or about **May 7, 2015**, the Defendant, GM, issued **TSB 14-07-30-001D** with the same subject and covered vehicles listed on the previous version. In this revised bulletin, the Defendant, GM, provided updated instructions for resetting and “relearning” transmission adapts using different diagnostic software, the Transmission Service Fast Learn procedure through GDS 2, as opposed to the Transmission Adaptive Values Learn procedure in previous bulletins.
95. On or about **July 27, 2015**, the Defendant, GM, issued **TSB 14-07-30-001E** with the same subject and covered vehicles listed on the previous version. It also included substantially the same instructions for resetting and “relearning” transmission adapts. However, this revised bulletin included new information explicitly acknowledging that the Warranty applied to the transmission repair, stating: “Warranty Information. For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listing the applicable labor code as 8480318.
96. On or about **March 4, 2016**, the Defendant, GM, issued **TSB 14-07-30-001F** with the same subject and covered vehicles listed on the previous version. This revised bulletin repeated that “[s]ome customers may comment on low mileage vehicles with automatic transmission that shift feel to be too firm (harsh) or may slip or flare” but added that “[c]learing the shift adapts without performing a Service Fast Learn should not be considered a repair procedure as the transmission will simply relearn the previous settings.” The bulletin then proceeded to outline more detailed instructions “to determine what steps should be followed” to diagnose and perform the recommended “relearn” functions to adapt the clutches. However, like the previous version, this bulletin explicitly acknowledged that the Warranty applied to the transmission repair, stating: “Warranty Information. For vehicles repaired under the Powertrain coverage, use the following labor operation. Reference the Applicable

Warranties section of Investigate Vehicle History (IVH) for coverage information,” and listing the applicable labor code as 8480318.

97. On or about **March 3, 2017**, the Defendant, GM, issued **TSB 14-07-30-001G** with the same subject as the previous version. However, this revised bulletin applied only to 2015 Chevrolet Corvettes equipped with 8L90 transmissions (RPO M5U) and instructed GM technicians, “For all truck and utility applications with the 8L90 automatic transmission, refer to **16-NA-411** for the latest information for correcting low mileage harsh shifts.” This revised bulletin’s substantive information, including the service instructions and warranty information, otherwise remained the same as the previous version.

(b) Service Bulletin 14876

98. In or around **December 2014**, the Defendant, GM, issued **TSB 14876** with the subject “**Service Update for Inventory Vehicles Only 8-speed Transmission Harsh Shift.**” Under the section titled “Purpose,” the Defendant, GM, stated that “[o]n certain 2015 model year Cadillac Escalade, Cadillac Escalade ESV, Chevrolet Corvette, Chevrolet Silverado Double Cab and Crew Cab, GMC Sierra Double Cab and Crew Cab, GMC Yukon and GMC Yukon XL vehicles equipped with 8-speed automatic transmission (M5U), the customer may complain about harsh shifting. This can occur if the vehicle experienced multiple transmission reprogramming events during manufacturing, causing the calibration to over-adjust the shift parameters. This bulletin provides a service adaptive learn procedure that should be run to reset the calibration to the baseline parameters.”

(c) TSB 15-NA-007

99. On or around **September 15, 2015**, the Defendant, GM, issued **TSB 15-NA-007** in response to customer complaints reporting conditions such as delayed engagement, “Firm garage shifts, Park to Drive or Park to Reverse after the vehicle has be [sic] sitting for several hours with the engine off,” a clunking noise when the engine starts, and/or an illuminated malfunction lamp relating to diagnostic transmission code P16F3. This bulletin applied to the following vehicle models equipped with 8L90 transmissions (RPO M5U): 2015 Cadillac Escalade, 2015 Chevrolet Silverado, 2015 GMC Sierra, 2015 GMC Yukon

and included directions regarding a software update and programming the transmission control module (“TCM”).”

100. The Defendant, GM, issued three updates to this service bulletin. On or around **September 30, 2015**, “delayed engagement” was removed from the subject. On or around **October 21, 2015**, the bulletin was expanded to cover the 2015 Chevrolet Corvette. On or around **January 22, 2016**, the bulletin was expanded to cover the 2016 model years for the vehicles listed in the original bulletin.

(d) TSB 16-NA-014

101. On or around **January 21, 2016**, the Defendant, GM, issued **TSB 16-NA-014** with the subject “**Delayed Engagement After Sitting With Engine Off.**” This bulletin applied to the following vehicle models equipped with an 8L45 or 8L90 transmission: 2015-2016 Cadillac Escalade, 2016 Cadillac Escalade ESV, 2016 Cadillac ATS, 2016 Cadillac CTS, 2015-2016 Chevrolet Corvette, 2015-2016 Chevrolet Silverado, 2015-2016 GMC Sierra, 2015-2016 GMC Yukon and 2015-2016 GMC Yukon XL. In the bulletin, the Defendant, GM, stated that “[s]ome customers may comment on a condition of delayed engagement when the transmission is shifted from Park to Reverse or Park to Drive after the vehicle has been sitting with the engine off. This condition may typically occur after several hours or more commonly overnight.” The Defendant’s, GM’s, recommended correction was to “[i]ninstall a new stator shaft support assembly.
102. The Defendant, GM, issued an update on or around **April 22, 2016**, to update part numbers.
103. On or around **June 16, 2016**, the Defendant, GM, issued an update to clarify the reported condition, to identify the cause of the reported condition, and to add diagnostic procedures for the C5 clutch and torque converter. Specifically, the Defendant, GM, stated that “[t]his condition may be caused by the torque converter draining the transmission fluid back into the transmission pan.” Additionally, the Defendant, GM, advised that customers may describe the reported condition as follows:
 - Vehicle delaying into gear
 - Vehicle not wanting to move

- Feeling like the transmission is slipping
- Delayed engagement followed by a harsh engagement.

104. On or around **November 17, 2016**, the Defendant, GM, issued an update to clarify the applicable vehicle models and provide more detailed repair or diagnostic procedures. The updated bulletin applied to the following vehicle models within the VIN range identified in the bulletin: vehicles equipped with an 8L45 or 8L90 transmission: 2015-2016 Cadillac ATS, 2015-2016 Cadillac CTS; vehicles equipped with an 8L45 transmission: 2015-2016 Chevrolet Camaros with a 3.6L engine and VIN on or before September 28, 2015, 2015-2016 Chevrolet Camaros with a 2.0L engine and VIN on or before November 9, 2019; vehicles equipped with an 8L90 transmission: 2015-2016 Cadillac Escalade, 2015-2016 Cadillac Escalade ESV, 2015-2016 Chevrolet Camaro, 2015-2016 Chevrolet Corvette, 2015-2016 Chevrolet Silverado, 2015-2016 GMC Sierra, 2015-2016 GMC Yukon, and 2015-2016 GMC Yukon XL. The Defendant's, GM's, recommended correction was to replace parts of the transmission and/or the transmission pan, depending on the symptoms described by the customer. Like PIE0353 and later versions of 14-07-30-001, this bulletin update included a "Warranty Information" section with a specific Labor Operation code.

(e) TSB 16-NA-019

105. On or around **January 25, 2016**, the Defendant, GM, issued **TSB 16-NA-019** with the subject "**Information on Transmission Adaptive Functions and Correcting Low Mileage Harsh Shifts, Slips, or Flares.**" This bulletin applied to all 2016 passenger cars and trucks under the Buick, Cadillac, Chevrolet, or GMC brands equipped with 8L90 or 8L45 automatic transmissions (RPOs M5U, M5T, M5N, M5X). Under the "Condition" section of this bulletin, GM stated, "[s]ome may comment on low mileage vehicles with an automatic transmissions [sic] that they shifting may feel too firm (harsh), slips, or flares. Customers should be advised that the transmission makes use of an adaptive function that will help to refine the shift feel while driving and improve shift quality." The bulletin also included description of transmission's adaptive learning functions and instructions for resetting and "relearning" transmission adapts. Like PIE0353 and later versions of 14-07-30-001, this bulletin update included a "Warranty Information" section with a specific Labor Operation code.

106. On or around **August 19, 2016**, the Defendant, GM, issued an update to **TSB 16-NA-019** with “[a]dded 2017 Model Year and updated information.” Specifically, the bulletin directed GM technicians to “check the ECM/TCM Software/Calibrations against what’s currently in the vehicle and if the description of the update is relevant to the customer concern please perform the update prior to proceeding with the learns” outlined in the revised bulletin. The revised bulletin included the same “Warranty Information” section as the original bulletin.
107. Between **August 2016** and **February 2025**, the Defendant, GM, issued multiple subsequent revisions to this bulletin, the most material of which was the inclusion of additional vehicles extending through the 2025 model year.

(f) TSB 16-NA-213

108. On or around **June 28, 2016**, the Defendant, GM, issued yet another TSB to address consumer comments “that the transmission has developed a harsh shift.” This bulletin, **16-NA-213**, applied to the following vehicle models equipped with an 8L90 or 8L45 transmission (RPOs M5U, M5T, M5N) built between July 1, 2015 to September 14, 2015: 2015-2016 Cadillac Escalade, 2015-2016 Cadillac ATS, ATS V, CTS, CTS V, 2015-2016 Chevrolet Corvette, 2015-2016 Chevrolet Silverado, and 2015-2016 GMC Sierra. The bulletin specifically noted that “there may be more than one shift that is harsh” and that some transmissions, those with “a suspect Clutch Control Solenoid,” should have the valve body replaced.
109. On or around **November 14, 2016**, the Defendant, GM, revised this bulletin to apply to 2017 model year vehicles.

(g) TSB PIP5437

110. On or around **November 8, 2016**, the Defendant, GM, issued another service bulletin to address the ongoing, unremedied Transmission Defect. This TSB, **PIP5437**, was titled “**8L45 8L90 Diagnostic Tips for Harsh Shifts**” to address consumer comments that “the transmission in their vehicle is not shifting correctly.” The bulletin applied to the following vehicle models equipped with an 8L90 or 8L45 transmission: 2015-2016 Cadillac

Escalade, 2016 Cadillac Escalade ESV, 2016 Cadillac ATS, ATS-V, CTS, and CTS-V, 2015-2017 Chevrolet Corvette, 2015-2017 Chevrolet Silverado, 2016-2017 Chevrolet Camaro, 2015-2017 GMC Sierra, and 2015-2017 GMC Yukon. The bulletin directed technicians to use software to identify the shift problems and to perform a drive learn procedure on low-mileage vehicles. On higher mileage vehicles, the bulletin instructed technicians to remove the transmission fluid pan and inspect for debris. Technicians were further instructed, “if debris is found the transmission should be disassembled for root cause and repairs. If excessive debris is not found the valve body should be replaced.” This bulletin was updated on or around **November 14, 2016**, to cover additional vehicle models equipped with an 8L90 or 8L45 transmission, namely 2017 Cadillac Escalade, Escalade ESV, and 2017 Cadillac ATS, ATS-V, CTS, and CTS-V.

(h) TSB 16-NA-361

111. On or around **November 18, 2016**, the Defendant, GM, issued **TSB 16-NA-361**, titled “**Information on Transmission Harsh 1-2 Shift Upon First Start-Up/Shift of the Day Under Light Throttle**,” advising GM technicians of the Transmission Defect, specifically, delayed and/or harsh engagement and/or shifting of lower gears in the Affected Class Vehicles.
112. Between **November 2016** and **December 2023**, the Defendant, GM, has updated this TSB nearly every year to add more model years. The latest version was issued on or around **December 20, 2023** and was amended to encompass certain vehicles through to model year 2024.
113. The “Condition” and “Cause” in all of the different versions has provided the same information, that being, “Some customers may comment that the transmission exhibits a harsh 1-2 shift on the first shift of the day, typically under throttle”, and “This condition is due to the initial clutch fill time of the 2-3-4-6-8 (C4) clutch,” respectively.
114. Notably, Under the “Correction” section, the Defendant, GM, states “**Important:** Replacing transmission components or complete assemblies will not improve the

condition.” As such, the Defendant, GM, admonishes against a transmission replacement or any parts replacement.

115. The Defendant, GM, has been issuing this TSB, specifically relating to the Transmission Defect, for almost ten years that directs its dealer to not perform any service. The Defendant, GM, knows that the Transmission Defect cannot be fixed by replacing components, or even complete assemblies, as the replacement parts are equally defective.

(i) TSB 16-NA-411

116. On or around **January 20, 2017**, the Defendant, GM issued **TSB 16-NA-411** to provide GM technicians with yet another procedure to reprogram the ECM and TCM to correct ongoing complaints relating to the Transmission Defect. This bulletin applied to the following vehicle models equipped with an 8L90 transmission: 2015-2016 Cadillac Escalade models; 2015-2016 Chevrolet Silverado, 2015-2016 GMC Sierra, and 2015-2016 GMC Yukon models. Specifically, the bulletin addressed the following consumer comments on the following conditions:

- Harsh 1-2 upshift (except for the first 1-2 upshift of the day)
- Harsh 3-1 downshift when de-accelerating to a stop
- Harsh downshift under heavy throttle apply
- Active Fuel Management (AFM) V4 to V8 transition harshness
- Coast down downshifts.

117. Notably, this bulletin specifically acknowledged that:

The new ECM and TCM software will not improve the following conditions and should not be installed for any of the following conditions:

- Shift quality of the first 1-2 shift of the day
- Power-On lift foot upshifts (Heavy throttle application followed by a closed throttle application which results in a transmission up shift)

- Delayed/slow engagement (Refer to Bulletins 16-NA-014 and 16-NA-364)
- TCC Shudder (Refer to PIP5337 and Bulletin 16-NA-175)
- Engine or Chassis induced vibrations
- Fuel economy.

(j) TSB 16-NA-404

118. On or around **April 7, 2017**, the Defendant, GM, issued **TSB 16-NA-404** to provide GM technicians with another procedure to reprogram the TCM to correct the diagnostic transmission code set relating to the same complaints reiterated above arising from the Transmission Defect. This bulletin applied to the following vehicle models equipped with an 8L45 and 8L90 transmissions (M5T, M5N, M5U, M5X): 2017 Cadillacs ATS and CTS built before December 6, 2016; 2017 Cadillacs CT6 (Excluding RPO I16) built before November 17, 2016; 2017 Cadillacs Escalade built before December 16, 2016; 2017 Chevrolet Camaro built before December 6, 2016; 2017 Chevrolet Corvette built before December 8, 2016; 2017 Chevrolet Silverado built before December 16, 2016; 2017 Chevrolet Suburban (excluding RPO I16) built before December 16, 2016; 2017 Chevrolet Tahoe (Excluding RPO I16) built before December 16, 2016. It also applied the following vehicles built before December 16, 2016 and equipped with automatic 8L90 transmissions (M5U, M5X): 2017 GMC Sierra and 2017 GMC Yukon (excluding RPO I16). The bulletin addressed the following consumer complaints reporting:

- Harsh shift
- Delayed shift
- Unwanted downshift
- Transmission stuck in one gear
- Erratic shifting
- Hesitation between shifts
- Malfunction Indicator Lamp (MIL) illuminated.

119. This bulletin is critical as it references various Diagnostic Trouble Codes (DTCs) that highlight the Transmission Defect, specifically, the sticking of or performance deficiencies in torque converter clutch circuit (P0741); sticking of pressure control solenoid A (P0747); sticking of pressure control solenoid B (P0777); sticking of pressure control solenoid C (P0797); sticking of pressure control solenoid D (P2724); and sticking of pressure control solenoid E (P2725).

(k) TSB 20-NA-187

120. On or around **September 2020**, GM issued **TSB 20-NA-187** with the subject line “Delayed and/or Harsh Engagement of Transmission Shift After Vehicle Sitting with Engine Off.” This bulletin applied to 2018-2021 MY Camaro and Colorado vehicles; 2018-2019 Corvette and Silverado vehicles; 2018-2019 Cadillac ATS, CTS, and CT6 vehicles; as well as GMC Canyon vehicles for 2018-2021 and Sierra vehicles for 2019-2021. It also applied to additional vehicles going back to 2018. The bulletin notes that “[s]ome customers may comment on a condition of delayed engagement when the transmission is shifted from Park to Reverse or Park to Drive after the vehicle has been sitting with the engine off,” and added that customers “may describe this condition as . . . [v]ehicle delaying into gear,” “[f]eeling like the transmission is slipping,” and/or “[d]elayed engagement followed by a harsh engagement.”
121. On or around **January 12, 2023**, the Defendant, GM, revised this bulletin to to add coverage for 2022–2023 Silverado/Sierra 1500 models and model years. It retained the same diagnostic and repair procedures, including delayed engagement testing and clutch learning.
122. The Defendant’s, GM’s, proposed remedies and/or fixes to the various issues highlighted in these TSBs included, *inter alia*, software updates to the TCM to address harsh shift issues; implementation of various “relearning” procedures in the Affected Class Vehicles with low mileage to address harsh shifts; inspection of the main control valve body for sticking pressure control valves; and inspection of the valve body for wear or damage.

123. As such, by early 2014, the Defendant, GM, knew, or should have known, through sufficient pre-release product testing, consumer complaints, or other methods, that the Affected Class Vehicles contained the Transmission Defect.
124. Further, the Defendant's, GM's, documents from 2021 make it clear that the Transmission Defect is "still" something that customers are dealing with, including harsh garage shifts, harsh shifts of the day, and rough coast downs. The Defendant, GM, has also acknowledged that the Generation 2 transmission redesign is the ultimate fix for the Transmission Defect, yet the Defendant, GM, has failed and/or refused to issue a recall to replace the defective Transmission in the Affected Class Vehicles as the recommendations in the various TSBs have failed to sufficiently or adequately remedy or fix the Transmission Defect.

iv. Motor Vehicle Safety Standards

125. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act*, S.C. 1993, c.16 ("**MVSA**") and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038 ("**Regulations**"). The Minister of Transport has the power and authority to verify that companies and persons comply with the *MVSA*, *Regulations* and vehicle safety standards. Transport Canada is delegated the authority to oversee the *MVSA* and *Regulations*. In the United States, the National Highway Traffic Safety Administration ("**NHTSA**") oversees, *inter alia*, vehicle safety standards, such as the Federal Motor Vehicle Safety Standard ("**FMVSS**"). Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations*.
126. Vehicle manufacturers are required to file a report with Transport Canada and NHTSA within five days of identifying any safety related defects in their vehicles pursuant to the *MVSA* and *FMVSS*. The initial report is required to identify all vehicles potentially containing the defect and include a description of the manufacturer's basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the

manufacturer has not included in the recall. Additionally, the report must contain a “description of the defect” and identify and describe the risk to motor vehicle safety reasonably related to the defect.

127. The purpose of these government regulations is to facilitate the notification of owners of defective and noncomplying motor vehicles, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *MVSA* and *FMVSS* among vehicle manufacturers.
128. The Defendant, GM, has failed and/or neglected to comply with its mandatory obligations under the *MVSA* and *Regulations* to report the Transmission Defect to Transport Canada, notify owners and/or lessees of the Affected Class Vehicles of the Transmission Defect, and issue a recall to replace the Transmission in the Affected Class Vehicles.

v. The Defendant, GM, Misrepresented and Actively Concealed the Transmission Defect

129. In 2014, the Defendant, GM, began advertising a new feature for certain models of its vehicles: the eight-speed automatic transmission. It marketed and sold its new eight-speed automatic transmission as having “world-class performance” rivaling top performance, lightning-fast and smooth shifting, along with improved fuel efficiency, among other representations.
130. For instance, the Defendant, GM, introduced a new eight-speed automatic transmission for Cadillac, GMC, Buick and Chevrolet model vehicles. The Defendant, GM, untruthfully marketed the eight-speed automatic transmission as follows:

General Motors (GM) is proud to announce the launch of its new 8 speed automatic transmission, now available on select 2016 models in Canada. This advanced transmission technology delivers unparalleled performance and efficiency, providing drivers with a smoother, more responsive driving experience.

“The 8 speed transmission is a game-changer for drivers who demand the best in performance and fuel efficiency,” said **Steve Carlisle**, president and managing director of GM Canada. “We are thrilled to offer this cutting-edge technology on select 2016 models in Canada,

and we are confident that drivers will appreciate the improved driving experience it provides.”

131. In a 2014 press release for its Corvette model vehicle, the Defendant, GM, introduced the new eight-speed transmission as being “tuned for world-class shift-response times,” and “deliver[ing] shift performance that rivals the dual-clutch/semi-automatic transmissions found in many supercars – but with the smoothness and refinement that comes with a conventional automatic fitted with a torque converter.” In addition, the technology and design of the new eight-speed transmission “help make the new [Corvette] Z06 surprisingly fuel efficient.”
132. Yet in another press release for its Corvette model vehicle, the Defendant, GM, continued to represent the high quality of the new eight-speed automatic transmission by stating the following:

“In fact, in the 2015 Corvette Stingray, [8L90 transmission] enables a class-leading 29-mpg EPA highway estimate – a 3.5-percent increase in fuel economy over the previous six-speed automatic – and a quicker 0-60 time of 3.7 seconds, all while delivering wide-open-throttle upshifts quicker than those of the dual-clutch transmission offered in the Porsche 911.”

“GM’s new 8L90 eight-speed automatic represents a rare win-win-win scenario for customers,” said Kavoos Kaveh, global chief engineer for eight-speed automatic transmissions. “It offers greater performance and efficiency, while weighing less than the transmission it replaces. That’s a rare accomplishment in the industry today – and one for which GM has been awarded more than two dozen patents.”

“The lower engine speed reduces fuel consumption, while a new torque converter design enhances refinement, particularly during low-speed gear changes. “The Corvette’s new eight-speed automatic delivers the comfort and drivability of a true automatic transmission, as well as lightning-fast shifts and the manual control that enhance the performance-driving experience,” said Kaveh. “It was designed to enhance the driving experience, with performance on par with dual-clutch designs, but without sacrificing refinement. . . Additionally, a torque converter design with a turbine damper complements performance with excellent refinement at low engine speeds.”

133. The Defendant, GM, has never disclosed the Transmission Defect to Class Members and consumers. Instead, from 2014 to the present, the Defendant, GM, has attempted to downplay public recognition of the Transmission Defect by propagating the falsehood that the harsh and bumpy gear shifting in the Affected Class Vehicles was normal, through statements made to consumers and the general public by the Defendant's, GM's, employees, authorized dealers, agents, sales representatives and/or repair technicians, and through TSBs which sought to normalize the poor performance and safety issues related to the Transmission.
134. Despite its knowledge of the Transmission Defect since at least 2014, the Defendant, GM, has not formally recalled the Affected Class Vehicles to replace the Transmission, repair the Transmission Defect and/or has not offered to reimburse Affected Class Vehicle owners and/or lessees who incurred costs relating to the Transmission Defect.
135. The Defendant, GM, has allowed the Plaintiff and Class Members to continue to drive the Affected Class Vehicles, while actively concealing the Transmission Defect, which severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

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

136. The Defendant, GM, provides warranties directly to the Plaintiff and Class Members for the Affected Class Vehicles.
137. The Defendant, GM, provided a New Vehicle Limited Warranty for the Affected Class Vehicles. Each Affected Class Vehicle also came with a warranty booklet explaining the terms of the warranty. The warranty booklet explains the terms of the warranty. The warranty booklet stated in pertinent parts the following:

(a) Scope of the Warranty

This warranty is for GM vehicles originally sold new in Canada, registered in Canada and normally operated in Canada. General Motors

of Canada Company warranty coverages may be void or subject to restrictions on GM vehicles that have been imported or exported.

(b) Repairs Covered

The warranty covers repairs to correct any covered vehicle defect due to materials or workmanship occurring during the Warranty Period, but not slight noise, vibrations, or other normal characteristics for the vehicle. Needed repairs will be performed using new, remanufactured, or refurbished parts.

(c) Duration

The Base Warranty coverage for Chevrolet, Buick, and GMC is for 3 years or 60,000 kilometres, whichever comes first, except for other coverages listed here under “What Is Covered” and those items listed under “What Is Not Covered.

(d) Powertrain Component Warranty Coverage

For Gasoline and Diesel, powertrain components are covered for 5 years or 100,000 kilometres, whichever comes first, except that certain Chevrolet or GMC vehicles sold as Commercial Fleet and/or Government Fleet vehicles and vehicles factory equipped with 6.6L Duramax Turbo-Diesel engine or equipped with a 3.0L Duramax Turbo-Diesel Engine are covered for 5 years or 160,000 kilometres, whichever comes first.

(e) Transmission/Transaxle Coverage

All internally lubricated parts, case, torque converter, mounts, seals, and gaskets as well any electrical components internal to the transmission/transaxle. Also covered are actuators directly connected to the transmission (slave cylinder, etc.)

(f) General Terms

The express warranties in this booklet give you specific legal rights. You may have different rights which may vary from province to province.

To the full extent permitted by applicable Canadian law: The foregoing express written warranties are the only and the entire warranties provided with your vehicle (unless extended warranties are purchased separately) and are in lieu of and exclude all other representations, warranties or conditions, express or implied (including any implied

warranty or condition of merchantability or fitness for a particular purpose).

138. These warranties and representations, which were made on a public and class-wide basis, were, and are, material to Class Members as they would not have purchased their Affected Class Vehicles or would not have paid as much as they did if their transmissions were not covered by a full warranty.
139. The extended warranty coverage for the powertrain components includes the transmission and all internal parts, the torque converter, clutch assemblies, valve bodies, transmission housing and transmission mounts.
140. 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 Defendants and their authorized dealerships as to the Affected Class Vehicles

141. The Defendants as the vehicle manufacturers and/or distributors, impliedly or expressly acknowledged that GM authorized dealerships are their sales agents, the dealers have accepted that undertaking, they have the ability to control authorized GM dealers, and they act as the principal in that relationship, as is shown by the following:
 - (a) The Defendants can terminate the relationship with their dealers at will;
 - (b) The relationships are indefinite;
 - (c) The Defendants are in the business of selling vehicles as are their dealers;
 - (d) The Defendants provide tools and resources for GM dealers to sell vehicles;
 - (e) The Defendants supervise their dealers regularly;
 - (f) Without the Defendants the relevant GM dealers would not exist;
 - (g) The Defendants as the principal require the following of their dealers:
 - (i) Reporting of sales;

- (ii) Computer network connection with the Defendants;
 - (iii) Training of dealers' sales and technical personnel;
 - (iv) Use of the Defendants' supplied computer software;
 - (v) Participation in the Defendants' training programs;
 - (vi) Establishment and maintenance of service departments in GM dealerships;
 - (vii) Certification of Defendants' pre-owned vehicles;
 - (viii) Reporting to the Defendants with respect to vehicle delivery, including reporting Plaintiffs' names, addresses, preferred titles, primary and business phone numbers, e-mail addresses, vehicle VIN, 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 Defendants' logos on signs, literature, products, and brochures within GM dealerships.
- (h) Dealerships bind the Defendants with respect to:
- (i) Warranty repairs on the vehicles the dealers sell; and
 - (ii) Issuing service contracts administered by the Defendants.
- (i) The Defendants further exercise control over their 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 Defendants' policies and procedures; and

- (iv) Customer satisfaction surveys, pursuant to which the Defendants allocate the number of their vehicles to each dealer, thereby directly controlling dealership profits.
- (j) GM dealers sell Defendants' vehicles on the Defendants' behalf, pursuant to a "floor plan," and the Defendants do not receive payment for their vehicles until the dealerships sell them;
- (k) Dealerships bear the Defendants' brand names, use its logos in advertising and on warranty repair orders, post GM brand signs for the public to see, and enjoy a franchise to sell the Defendants' products, including the Affected Class Vehicles;
- (l) The Defendants require GM dealers to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants' warranties described above, and the servicing of defective vehicles such as the Affected Class Vehicles;
- (m) The Defendants require their dealers to post the Defendants brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized GM dealers and servicing outlets for the Defendants' vehicles;
- (n) The Defendants require their dealers to use service and repair forms containing its brand names and logos;
- (o) The Defendants require GM dealers to perform the Defendants' warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by the Defendants;
- (p) The Defendants require GM dealers to use parts and tools either provided by the Defendants or approved by Defendants and to inform the Defendants when dealers discover that unauthorized parts have been installed on one of the Defendants' vehicles;

- (q) The Defendants require dealers' service and repair employees to be trained by the Defendants in the methods of repair of GM-brand vehicles;
- (r) The Defendants audit GM dealerships' sales and service departments and directly contact the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers; dealers are then granted financial incentives or reprimanded depending on the level of satisfaction;
- (s) The Defendants require their dealers to provide it with monthly statements and records pertaining, in part, to dealers' sales and servicing of the Defendants' vehicles;
- (t) The Defendants provide technical service bulletins, SSMs and messages to their dealers detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects;
- (u) The Defendants provide their dealers with specially trained service and repair consultants with whom dealers are required by the Defendants to consult when dealers are unable to correct a vehicle defect on their own;
- (v) The Defendants require GM-brand vehicle owners to go to authorized GM dealers to obtain service under the Defendants' warranties; and
- (w) GM dealers are required to notify the Defendants whenever a vehicle is sold or put into warranty service.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on his own behalf and on behalf of Class Members, claims against the Defendants, GM LLC and GM Canada, jointly and severally, 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 Defendants, GM LLC and GM Canada, were negligent in the manufacture and/or design of the Affected Class Vehicles equipped with a defective transmission causing the Plaintiff and Class Members to suffer damages;
- (c) a declaration that the Defendants, GM LLC and GM Canada:
 - (i) breached their 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, c. 410 (“*SGA*”); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of the *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
 - (iv) 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, and are consequently liable to Class Members for damages.

- (d) 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, and waiving any such applicable notice provisions;
- (e) 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, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (f) an Order directing the Defendants, GM LLC and GM Canada, to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; Section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; Section 93(1)(f) of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; Section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c B120; Section 18(11) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A 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;
- (g) a declaration that the Defendants, GM LLC and GM Canada, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 (“*Competition Act*”) and are consequently liable to the Plaintiff and Class Members for damages;
- (h) an Order enjoining the Defendants, GM LLC and GM Canada, from continuing

their unlawful and unfair business practices as alleged herein;

- (i) a declaration that the Defendants, GM LLC and GM Canada, fraudulently concealed the Transmission Defect in the Affected Class Vehicles from the Plaintiff and Class Members;
- (j) injunctive and/or declaratory relief requiring Defendants, GM LLC and GM Canada, to recall, repair and/or replace the defective Transmission equipped in the Affected Class Vehicles, buy back the Affected Class Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (k) 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;
- (l) 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*;
- (m) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (n) special damages;
- (o) punitive damages;
- (p) costs of investigation pursuant to section 36 of the *Competition Act*;
- (q) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (r) such further and other relief as to this Honorable Court may seem just.

Part 3: LEGAL BASIS

A. Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged

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

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

B. Causes of Action

i. Negligence

2. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
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, design and/or workmanship defect. The Affected Class Vehicles equipped with the defective Transmission pose a real, substantial and imminent risk of harm, injury and/or death to Class Members.

4. The Defendant, GM, as the designer, engineer, manufacturer, promoter, marketer and/or distributor of the Affected Class Vehicles, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected Class Vehicles and their component parts, including the transmission, were reasonably safe for use.
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 Transmission equipped in the Affected Class Vehicles was defective resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.
6. The Defendant, GM, owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the Transmission equipped in the Affected Class Vehicles. The Defendant, GM, had a duty to warn, or promptly warn, the Plaintiff and Class Members that its Transmission equipped in the Affected Class Vehicles was defective.
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 transmission, 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 Transmission.
8. It was reasonably foreseeable that a failure by the Defendant, GM, to design, manufacturer and/or install a transmission in the Affected Class Vehicles that did not cause harsh or delayed engagement and/or harsh or delayed shifting of the transmission gears, and thereafter to monitor the performance of the transmission following market introduction, and take corrective measures when required, would lead to the Affected Class Vehicles to suffer from harsh and/or delayed engagement and/or shifting of the transmission gears that

severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

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 Transmission 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 Transmission resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle;
 - (c) it failed to timely warn the Plaintiff, Class Members and/or consumers about the Transmission Defect in the Affected Class Vehicles resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.
 - (d) it failed to change the design, manufacture, material and/or assembly of the defective Transmission equipped in the Affected Class Vehicles in a reasonable and timely manner;
 - (e) it failed to redesign, or timely redesign, the Transmission such that it did not result in harsh and/or delayed engagement and/or shifting of the transmission gears;
 - (f) it failed to provide a safer alternative transmission equipped in the Affected Class Vehicles that did not result in harsh and/or delayed engagement and/or shifting of the transmission gears;

- (g) it failed to properly inspect and test the Transmission equipped in the Affected Class Vehicles;
 - (h) it knew, or ought to have known, about the Transmission 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 the defective Transmission;
 - (j) the Transmission presented a serious safety hazard to vehicle occupants as the Affected Class Vehicles are prone to shifting harshly and erratically that severely affect the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants;
 - (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 Transmission Defect; and
 - (l) it failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship, and/or quality of product which would reasonably be expected of them as an automobile supplier, distributor and/or manufacturer.
10. As a result of the Transmission 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 Transmission 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 the time to have the vehicle repaired and be without the vehicle. The Defendant, GM, should compensate the Plaintiff and each Class Member for their incurred out-of-pocket expenses for, *inter alia*, replacement, repair, towing, alternative transportation and vehicle payments as a result of the Transmission Defect.

ii. Breach of Express Warranty

11. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
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 Transmission to its express warranties.
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.
14. The Defendant, GM, offers a "New Vehicle Limited Warranty" for the Affected Class Vehicles for three years or 60,000 kilometers, whichever occurs first.
15. The Defendant, GM, also offers extended warranty coverage for the powertrain components of the Affected Class Vehicles for five years or 100,000 kilometers, whichever occurs first. This extended warranty coverage includes the transmission and all internal parts, the torque converter, clutch assemblies, valve bodies, transmission housing and transmission mounts.
16. 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.
17. Under express warranties provided to Class Members, the Defendant, GM, promised to repair or replace covered defective transmission components arising out of defects in materials and/or workmanship, including the Transmission, at no cost to owners and/or lessees of the Affected Class Vehicles.
18. 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 Transmission Defect and its corresponding safety risk from the Plaintiff and Class Members in order to shift the expense of Affected Class Vehicle transmission repairs or replacement to the Plaintiff and Class Members.

19. 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 Transmission 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.
20. Class Members experienced the existence of the Transmission Defect within the warranty periods but had no knowledge of the existence of the Transmission 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 transmission and failed to provide a suitable repair or replacement of the Transmission free of charge within a reasonable time.
21. The failure to provide a suitable repair or replacement of the defective Transmission constitutes futility of the warranty.
22. In addition, the Transmission is substantially certain to prematurely fail or malfunction.
23. The Defendant, GM, breached its express warranty promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts it supplied.
24. The Defendant, GM, has not suitably repaired or replaced the defective Transmission free of charge for the Plaintiff and Class Members despite the existence of the Transmission Defect in Affected Class Vehicles at the time of sale and/or lease.
25. The Defendant, GM, further breached its express warranties by selling and/or leasing the Affected Class Vehicles that were defective with respect to transmission materials, component parts, workmanship, and manufacture.
26. Affected Class Vehicles were not of merchantable quality and were unfit for the ordinary

purposes for which passenger vehicles are used because the transmission materials, component parts, workmanship, and/or manufacturing defects which cause transmission failure and/or failure to perform as warranted.

27. 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.
28. The Defendant, GM, was provided notice of the Transmission 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 Transmission Defect and has failed to provide a suitable repair or replacement of the defective Transmission free of charge within a reasonable time.
29. 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 Transmission 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 Transmission Defect posed a safety risk.

30. 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.
31. 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.
32. Class Members experienced the existence of the Transmission Defect within the warranty periods but had no knowledge of the existence of the Transmission 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 Transmission during the warranty periods and wrongfully transferred the costs of repair or replacement of the Transmission to the Plaintiff and Class Members.
33. As a result of the Transmission 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.
34. The Plaintiff and Class Members could not have reasonably discovered the Transmission Defect.
35. As a direct and proximate result of the Defendant's, GM's, breach of express warranties, the Plaintiff and Class Members have suffered damages.
36. 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

37. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
38. 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.
39. The Defendant, GM, is and was at all relevant times a seller with respect to Affected Class Vehicles equipped with the defective Transmission. The Defendant, GM, directly sold and marketed vehicles equipped with the defective Transmission to customers through authorized dealers, like those from whom 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 Transmission would and did pass unchanged from the authorized dealers to Class Members, with no modification to the transmission.
40. The Transmission equipped in the Affected Class Vehicles is inherently defective as results in harsh or delayed engagement and/or harsh or delayed shifting of the Transmission gears causing the Affected Class Vehicles resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver’s ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.
41. 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.

42. 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 Class Members' decisions to purchase and/or lease the Affected Class Vehicles.
43. Affected Class Vehicles equipped with the Transmission 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 Transmission, 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.
44. 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.

45. 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.
46. The Defendant, GM, knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased and/or leased.
47. As a result of the Transmission 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.
48. The Defendant, GM, knew about the Transmission Defect in the Affected Class Vehicles, allowing it to cure its breach of warranty if it chose to do so.
49. 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.
50. 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 Transmission 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 Transmission which results in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

51. 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.
52. 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 Transmission 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

53. 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.

54. 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”**.
55. 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”**.
56. 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”**.
57. The purchase and/or lease of the Affected Class Vehicles by 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”**.
58. 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 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.
59. By failing to disclose and actively concealing the Transmission 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 transmission resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver’s ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants. The Defendant, GM, made misleading statements or omissions concerning the Transmission Defect, but yet failed to adequately warn consumers.

60. As alleged herein, the Defendant, GM, made misleading representations and omissions that the Transmission in the Affected Class Vehicles as having world-class performance rivaling top performance vehicles, lightning-fast and smooth shifting and shift performance that rivals the dual-clutch/semi-automatic transmissions found in supercars.
61. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant’s, GM’s, failure to disclose its knowledge of the Transmission Defect and associated safety risk.
62. In particular, the Defendant, GM, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to Class Members that the Affected Class Vehicles were equipped with a defective Transmission resulting in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver’s ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants, 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 Transmission were 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 Transmission Defect;

- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the defective Transmission, 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;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the defective Transmission 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 Transmission 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 Transmission equipped in the Affected Class Vehicles was defective, even though the Defendant, GM, knew about the Transmission Defect; and
 - (f) representing that the Transmission Defect in the Affected Class Vehicles would be covered under its warranty program.
63. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant's, GM's, failure to disclose its exclusive knowledge that the defective Transmission equipped in the Affected Class Vehicles results in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.
64. By failing to disclose and actively concealing the Transmission 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"**.

65. Further, as alleged herein, the Defendant, GM, made misleading representations and/or omissions that the Transmission in the Affected Class Vehicles as having world-class performance rivaling top performance vehicles, lightning-fast and smooth shifting and shift performance that rivals the dual-clutch/semi-automatic transmissions found in supercars 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 Transmission which results in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants;
 - (b) advertisements which uniformly omitted any information about the Transmission Defect, and which misled consumers into believing that the Transmission would function properly; and
 - (c) emphasizing and extolling in brochures and press releases that the Affected Class Vehicles equipped with the defective Transmission as having world-class performance rivaling top performance vehicles, lightning-fast and smooth shifting and shift performance that rivals the dual-clutch/semi-automatic transmissions found in supercars.
66. 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 Transmission, were defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including its Transmission, were of a particular standard, quality or grade, when they were not;

- (c) advertising the Affected Class Vehicles, including its Transmission, with the intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including its Transmission, have been supplied in accordance with a previous representation as to enhanced shift-response times, shift smoothness and performance of the Transmission, when they have not.
67. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant's, GM's, failure to disclose its exclusive knowledge of the Transmission and/or its representations made as to enhanced shift-response times, smoothness and performance of the Transmission equipped in the Affected Class Vehicles in its sales brochure materials, manuals, press releases and/or websites.
68. The Defendant, GM, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Transmission Defect, with an intent to mislead Class Members.
69. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant's, GM's, failure to disclose its knowledge of the Transmission Defect and associated safety risk.
70. 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 Transmission Defect in the Affected Class Vehicles. As alleged herein, the Defendant, GM, engaged in a pattern of deception in the face of a known transmission defect in the Affected Class Vehicles. Class Members did not, and could not, unravel the Defendant's, GM's, deception on their own.
71. 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"**.
72. The Defendant, GM, owed Class Members a duty to disclose the truth about the

Transmission Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, GM:

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

- 73. The Defendant, GM, had a duty to disclose that the Transmission equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and Class Members relied on the Defendant's, GM's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Transmission Defect.
- 74. The Defendant's, GM's, conduct proximately caused injuries to Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
- 75. 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 Class Members incurred costs related the Transmission 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.
- 76. The Defendant's, GM's, violations cause continuing injuries to Class Members. The Defendant's, GM's, unlawful acts and practices complained of herein affect the public interest.
- 77. The Defendant, GM, knew of the defective transmission equipped in the Affected Class Vehicles and which were materially compromised by the Transmission Defect.
- 78. The facts concealed and omitted by the Defendant, GM, from 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 Class Members known about the defective nature of the Transmission 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.

79. Class Members' injuries were directly or proximately caused by the Defendant's, GM's, unlawful and deceptive business practices.
80. As a result of the Defendant's, GM's, conduct as alleged herein, 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"**.
81. 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 Transmission Defect from Class Members in British Columbia and its misrepresentations as to shift-response times, smoothness and performance of the Transmission equipped in the Affected Class Vehicles.

v. Breach of the *Competition Act*

82. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
83. By making representations to the public as to enhanced shift-response times, smoothness and performance of the Transmission equipped in 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 enhanced shift-response times, smoothness and performance of the Transmission equipped in the Affected Class Vehicles;

- (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.

- 84. 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.
- 85. 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 Transmission Defect in the Affected Class Vehicles from Plaintiff and Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Transmission Defect. The Defendant, GM, should have disclosed this information because it was in a superior position to know the true facts related to the Transmission Defect and Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts related to the Transmission Defect.
- 86. The Transmission Defect in the Affected Class Vehicles constitutes a serious safety issue. The Defendant, GM, knew that the Affected Class Vehicles equipped with the defective Transmission which results in harsh and/or delayed engagement and/or shifting of the transmission gears that severely affects the driver's ability to control the speed, acceleration and deceleration of the vehicle, and all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants, which triggered the Defendant's, GM's, duty to disclose the safety issue to consumers.

87. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Transmission 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.
88. Further, the Plaintiff and Class Members relied upon the Defendant's GM's, misrepresentations as to enhanced shift-response times, smoothness and performance of the Transmission equipped in 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.
89. 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

90. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
91. 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 a transmission 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.
92. The Defendant, GM, knew (at the time of sale and thereafter) as a result of pre-release testing that Affected Class Vehicles incorporated the Transmission Defect, concealed the Transmission Defect and never intended to repair or replace the Transmission during the warranty periods. To date, the Defendant, GM, has not provided Class Members with adequate repair and/or remedy for the Transmission Defect.
93. The Defendant, GM, owed a duty to disclose the Transmission Defect and its

corresponding safety risk to the Plaintiff and Class Members because the Defendant, GM, possessed superior and exclusive knowledge concerning the Transmission Defect. The Defendant, GM, had a duty to disclose any information relating to the enhanced shift-response times, smoothness and performance of the Transmission equipped in the Affected Class Vehicles, because it consistently marketed Affected Class Vehicles as safe.

94. As the Defendant, GM, made representations to the public concerning the enhanced shift-response times, smoothness and performance of the Transmission equipped in the Affected Class Vehicles, it was under a duty to disclose the omitted facts as to the Transmission Defect. Rather than disclose the Transmission Defect, the Defendant, GM, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Affected Class Vehicles and the presence of the Transmission Defect and corresponding safety risk, to sell additional Affected Class Vehicles and avoid the cost of repair or replacement of the Transmission.
95. No reasonable consumer expects a vehicle to contain a concealed defect in manufacture, materials, or workmanship, such as the Transmission Defect, that will lead to thousands of dollars in repair or replacement costs.
96. The Defendant, GM, intended to conceal the material facts concerning the Transmission Defect with the intent to deceive. This intent was manifested by Defendant, GM, concealing the Transmission Defect from prospective purchasers, owners and/or lessees during the warranty period while issuing TSBs to its dealers and repair technicians. The Defendant, GM, benefitted by concealing the Transmission Defect in that it could charge a higher price premium by concealing the information and were therefore motivated to do so.
97. 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 Transmission 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 Transmission Defect would sell more Affected Class Vehicles and would discourage the Plaintiff and Class Members from seeking replacement or repair of the Transmission 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 Transmission Defect in order to decrease costs and increase profits.

98. The Defendant, GM, acted with malice, oppression, and fraud.
99. 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 Transmission.
100. As a result of the Transmission 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*")

101. The Plaintiff and Class Members had no way of knowing about the Transmission Defect in the Affected Class Vehicles. The Defendant, GM, concealed its knowledge of the Transmission Defect while continuing to market, sell and/or lease, the Affected Class Vehicles equipped with the defective Transmission.
102. 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 Transmission.
103. 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 Transmission equipped in the Affected Class Vehicles.
104. 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.

105. Further, due to Defendant’s, GM’s, knowledge and active concealment of the Transmission 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.
106. Instead of publicly disclosing the Transmission Defect in the Affected Class Vehicles, the Defendant, GM, kept the Plaintiff and Class Members in the dark as to the Transmission Defect and the serious safety hazard it presented.
107. The Defendant, GM, was under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Transmission Defect in the Affected Class Vehicles.
108. 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 Transmission.
109. 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: July 14, 2025

A handwritten signature in black ink, appearing to read 'K.S. 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 General Motors-branded vehicles engineered, designed, manufactured, assembled, tested, marketed, 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, equipped with either the Hydra-Matic 8L90 transmission or Hydra-Matic 8L45 transmission containing one or more design and/or manufacturing defects that cause harsh and/or delayed engagement and/or shifting of the transmission gears. In particular, harsh and/or delayed engagement and/or shifting of the transmission gears is caused by inadequate regulation and/or control, or unwanted fluctuations, of the hydraulic fluid pressure within the transmission.

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; *Consumer Protection Act*, CQLR c. P-40.1
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. *Motor Vehicle Safety Regulations*, C.R.C., c. 1038
7. Federal Motor Vehicle Safety Standard, United States *Code of Federal Regulations*, Title 49, Part 571
8. *Court Order Interest Act*, R.S.B.C., c. 79
9. *Competition Act*, R.S.C 1985, c. C-34
10. *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