

SEAL
11-Dec-24

Vancouver
REGISTRY



NO. *Court File No.* **VLC-S-S-248565**
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

DR. ING. H.C.F. PORSCHE AG,
PORSCHE CARS CANADA, LTD. and
VOLKSWAGEN AG

DEFENDANTS

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

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.
If you intend to respond to this action, you or your lawyer must

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

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

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

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

TIME FOR RESPONSE TO CIVIL CLAIM

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

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

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim - Overview

1. The within proposed product liability multi-jurisdictional class proceeding involves certain model year 2020-2024 Porsche Taycan electric vehicles ("EVs"), defined below as "Affected Class Vehicles", engineered, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, DR. ING H.C.F. PORSCHE AG ("**Porsche AG**"), PORSCHE CARS CANADA, LTD. ("**Porsche Canada**") and VOLKSWAGEN AG ("**VW AG**"), in Canada, including the Province of British Columbia, equipped with a defective lithium-ion battery which overheats when charged to full capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire (hereinafter "**Battery Defect**"). The Battery Defect poses a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.
2. In an EV, the electric battery is the most important component because it stores the chemical energy and converts it to electricity to power the motor and propel the vehicle. The battery also powers the vehicle's electrical systems when it is not in operation, such as the central locking system, the alarm, and other security features. The battery also powers the vehicle's onboard computer and diagnostic systems.
3. The amount of electrical energy a battery can store is referred to as "capacity", which is

measured in kilowatt-hours ("kWh"). The battery's design influences how fast it can be recharged, and its size and capacity impacts how far the vehicle can travel on a single charge (called "range").

4. Most batteries in EVs are lithium-ion, which allows for higher energy density, meaning that the lithium-ion battery can store a lot of energy in a small mass. Lithium-ion batteries also have long cycle life, meaning that the battery can perform through numerous charge and discharge cycles before it no longer holds a charge.
5. Lithium-ion batteries, however, have disadvantages. EV manufacturers are aware that lithium-ion batteries have a long history of fire issues. As lithium-ion batteries can store significant amounts of energy, they can overheat when charged to full or nearly full capacity, putting the battery at risk of exploding or catching fire. This is called "thermal runaway": when the battery's temperature rapidly and uncontrollably rises, leading to a fire. Overheating can result from short circuiting in a battery cell within the lithium-ion battery's module. External short circuiting occurs when there is unintended direct contact between the positive and negative terminals, thereby allowing energy to flow unimpeded, while internal short circuiting can occur within a single cell due to a manufacturing defect. The lithium-ion batteries in the Affected Class Vehicles are particularly prone to this problem as they are built on an 800 volt technology versus the standard 400 volts.
6. The Battery Defect in the Affected Class Vehicles causes a short circuit in the lithium-ion battery module, resulting in a sudden and complete loss of motive power while in operation and further, increases the risk of a fire, or thermal event, even when the vehicle is parked and in the off position.
7. "Affected Class Vehicles" refers to the following model year Porsche-branded Taycan EVs engineered, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, Porsche AG, Porsche Canada and VW AG, in Canada, including the Province of British Columbia, equipped with the a defective lithium-ion battery:

<u>Model</u>	<u>Model Years (MY)</u>
Taycan	2020-2024
Taycan Cross Turismo	2021-2023
Taycan Cross Turismo Turbo	2021-2023

The Plaintiff reserves the right to amend or add to the Porsche-branded electric vehicle models included in the definition of Affected Class Vehicles.

8. The Defendants, Porsche AG, Porsche Canada and/or VW AG, have not sufficiently and adequately remedied or fixed the Battery Defect. Piecemeal recalls of the Affected Class Vehicles began in the United States and Canada in December 2023 of certain model year Affected Class Vehicles, and culminating in the most recent recall in October 2024 of 27,527 Affected Class Vehicles in the United States and 2,794 Affected Class Vehicles in Canada. However, the recalls do not address the root cause of the Battery Defect, and the Defendants, Porsche AG, Porsche Canada and/or VW AG, have not agreed to affirmatively repair or replace all the defective lithium-ion batteries equipped in the Affected Class Vehicles. Rather than identifying a repair or replacement of all the defective lithium-ion batteries equipped in the Affected Class Vehicles, the recalls instructs owners and/or lessees of the Affected Class Vehicles to limit charging to 80% of the lithium-ion battery's actual capacity, resulting in a reduction of the advertised range that owners and/or lessees paid for and further, requiring owners and/or lessees to charge the Affected Class Vehicles more frequently.
9. As a supposed final remedy, the Defendants, Porsche AG, Porsche Canada and/or VW AG, propose to have its authorized dealers install a software update. However, that software update will not be available until sometime during the first quarter of 2025. No exact date has been provided by the Defendants, Porsche AG, Porsche Canada and/or VW AG. The software update will purportedly allow the Defendants, Porsche AG, Porsche Canada and/or VW AG, to monitor data from the Affected Class Vehicles for anomalies in the lithium-ion battery, and if one is detected, the vehicle dashboard will display a warning message and limit the charging capacity of the lithium-ion battery until it can be inspected and repaired if necessary. Apart from the failure to address the serious risk of fire posed by

the Battery Defect *now*, inspecting and repairing the lithium-ion batteries can take months, as the Plaintiff's experience shows.

10. But even if the software update can successfully discover all data anomalies and predict a problem—which is an open question that will be answered, at best, for months—the Defendants, Porsche AG, Porsche Canada and/or VW AG, acknowledge and/or admit that the lithium-ion batteries in the Affected Class Vehicles may have problems in the future. Further, owners and/or lessees of the Affected Class Vehicles who do not have the software update receive no warnings if the lithium-ion battery modules experience a short circuit.
11. Ultimately, a software fix cannot solve the defect in the Affected Class Vehicles lithium-ion battery that leads to thermal runaway and fire and explosion of the battery cells. Merely reducing the maximum charging capacity does not resolve the underlying flaw in the lithium-ion batteries, and as continuing fire incidents demonstrate, diagnostic software capable of warning of a thermal runaway event can merely inform that a catastrophic runaway event is already underway and that a fire is inevitable within seconds.
12. The Defendants, Porsche AG, Porsche Canada and/or VW AG, have left the Plaintiff and putative class members with two unreasonable choices: an owner and/or lessee can decide to stop driving their Affected Class Vehicle for which they paid over \$100,000, or they can continue driving the Affected Class Vehicle at the risk of losing complete motive power while driving on a highway or experiencing a fire. To date, the Defendants, Porsche AG, Porsche Canada and/or VW AG, have been unable to develop, implement, or deliver an adequate repair or fix to fully address the Battery Defect in all the Affected Class Vehicles. The software update fix is clearly inadequate and only a buyback of all Affected Class Vehicles, or at the very least, replacement of all Affected Class Vehicle lithium-ion batteries with non-defective ones, could possibly solve the problem.
13. Apart from failing to offer a concrete time line for addressing the Battery Defect in all the Affected Class Vehicles, the Defendants, Porsche AG, Porsche Canada and/or VW AG, have not offered to provide any compensation for the significant limitations placed on the Affected Class Vehicles, and in fact, it is unclear if the purported remedy will fully remedy or fix the Battery Defect. The Plaintiff and putative class members are left with Affected

Class Vehicles that cannot function as advertised; cannot be charged to the advertised range; require more frequent and less convenient charging times and locations; and that may spontaneously lose complete motive power while driving, or spontaneously catch fire, all of which poses a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.

14. In engineering, designing, manufacturing, assembling, testing, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles, the Defendants, Porsche AG, Porsche Canada and/or VW AG, have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached their express and/or implied warranties.
15. Prior to selling and/or leasing the Affected Class Vehicles, the Defendants, Porsche AG, Porsche Canada and VW AG, knew that the Affected Class Vehicles were defective, yet omitted and kept this material fact from the Plaintiff and putative class members. Rigorous pre-release durability testing made the Defendants, Porsche AG, Porsche Canada and/or VW AG, aware of the Battery Defect. The Battery Defect is also widely discussed and complained about on internet forums and message boards devoted to the Affected Class Vehicles and in complaints made directly to government vehicle safety regulators, Transport Canada and/or the United States National Highway Traffic Safety Administration ("NHTSA"), all of which the Defendants, Porsche AG, Porsche Canada and/or VW AG, review and monitor. The Defendants, Porsche AG, Porsche Canada and/or VW AG, have failed, neglected and/or refused to adequately and sufficiently remedy or fix the Battery Defect.
16. As a result of the alleged misconduct of the Defendants, Porsche AG, Porsche Canada and/or VW AG, the Plaintiff and putative class members were harmed and suffered actual damages. The Plaintiff and putative class members did not receive the benefit of their bargain; rather, they purchased and/or leased vehicles that are of a lesser standard, grade and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer expectations regarding safe and reliable operation. Purchasers and/or lessees of the Affected Class Vehicles paid more, either through a higher purchase price or lease payments, than they would have had the Battery Defect been disclosed. The Plaintiff and putative class members were deprived of having a safe, defect-free lithium-ion

battery in their Affected Class Vehicles, and the Defendants, Porsche AG, Porsche Canada, and/or VW AG, have unjustly benefitted from the higher price paid by consumers for the Taycan EVs.

17. The Plaintiff and putative class members also suffered damages in the form of, *inter alia*, out-of-pocket costs of repair, rental car costs, towing costs and/or diminished value of the Affected Class Vehicles.
18. No reasonable consumer would have purchased and/or leased an Affected Class Vehicle had the Defendants, Porsche AG, Porsche Canada and/or VW AG, made full and complete disclosure of the Battery Defect, or would have paid a lesser price.
19. The Plaintiff and putative class members expected that the Defendants, Porsche AG, Porsche Canada and/or VW AG, would disclose material facts about the safety of their Affected Class Vehicles and the existence of any defect that will result in expensive and non-ordinary repairs. The Defendants, Porsche AG, Porsche Canada and/or VW AG, failed to do so.
20. The Plaintiff seeks relief for all other current and/or former owners and/or lessees of the Affected Class Vehicles equipped with the defective lithium-ion battery, including, *inter alia*, recovery of damages, buy back of the Affected Class Vehicles and/or repair under provincial consumer protection legislation, breach of express warranty, breach of implied warranty of merchantability and reimbursement of all expenses associated with the repair and/or recall of the Battery Defect in the Affected Class Vehicles.

B. The Parties

i. Representative Plaintiff

21. The Plaintiff, [REDACTED] has an address c/o 210-4603 Kingsway, Burnaby, British Columbia, V5H 4M4, Canada.
22. In or about August 2020, the Plaintiff entered into a motor vehicle purchase agreement for

a 2020 Porsche Taycan Turbo EV ("Taycan Turbo") containing the Battery Defect, an Affected Class Vehicle, from a Porsche dealership in Langley, British Columbia, Canada, for \$230,000 plus tax. At no time did the said Porsche dealership or the Defendants, Porsche AG, Porsche Canada and/or VW AG, advise the Plaintiff of the Battery Defect in the Taycan Turbo prior to, or at the time of purchase, or thereafter.

23. In or about August 2020, the said Porsche dealership delivered to the Plaintiff the Taycan Turbo. At no time at delivery, or thereafter, did the said Porsche dealership or the Defendants, Porsche AG, Porsche Canada and/or VW AG, advise the Plaintiff of the Battery Defect in the Taycan Turbo.
24. In or about December 2022, the Plaintiff took his Taycan Turbo to the said Porsche dealership for regular service maintenance, at which time he was advised that there was an issue with the vehicle's lithium-ion battery, and that a battery component part would need to be ordered from the Defendant, Porsche AG, in Germany, to effectuate the lithium-ion battery repair. As such, the Plaintiff's Taycan Turbo remained at the said Porsche dealership for over 102 days until it was returned. At no time while the Plaintiff's Taycan Turbo was at the said Porsche dealership for over 102 days for repair, or thereafter, did the said Porsche dealership or the Defendants, Porsche AG, Porsche Canada and/or VW AG, advise the Plaintiff of the Battery Defect in the Taycan Turbo and the particulars thereof, including the loss of motive power and the risk of fire.
25. On or about November 29, 2024, the Plaintiff received from the Defendant, Porsche, a Transport Canada safety recall notice (#2024-582) advising that a defect exists in certain 2020-2024 Porsche Taycan vehicles, namely that the battery cells within the high-voltage battery in his Taycan Turbo may experience a short circuit, which could result in a fire. The Plaintiff was advised to take his Taycan Turbo to a Porsche dealership for inspection of the high-voltage battery in his vehicle.
26. At the time of purchase, the Plaintiff did not know that the Taycan Turbo was equipped with the defective lithium-ion battery, as alleged herein. Had the Plaintiff known of the Battery Defect prior to purchase, he would not have purchased the Taycan Turbo, or would have paid less for it. As a result, the Plaintiff did not receive the benefit of its bargain.

ii. The Defendants

27. The Defendant, Porsche AG, is a company duly incorporated pursuant to the laws of the Federal Republic of Germany and has an address for service at Porscheplatz 1, D-70435, Stuttgart, Germany.
28. The Defendant, Porsche Canada, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0040304, and has a registered agent, LML&S Services Inc., at 1055 West Georgia Street, 1500 Royal Centre, P.O. Box 1117, Vancouver, British Columbia, V6E 4N7, Canada.
29. The Defendant, VW AG, is a company duly incorporated pursuant to the laws of the Federal Republic of Germany and has an address for service at Berliner Ring 2, Wolfsburg, 38440, Germany.
30. At all material times to the cause of action herein, the Defendant, Porsche AG, engineers, designs, develops, manufactures, tests, assembles, exports, markets, advertises, distributes, sells and/or leases Porsche-branded vehicles worldwide, including the Affected Class Vehicles, as averred to in paragraph seven herein, containing the Battery Defect, through its related subsidiaries, affiliates, agents and/or operating or organizational units, including the Defendant, Porsche Canada, authorized dealerships and/or independent retailers in North America.
31. At all material times to the cause of action herein, the Defendant, Porsche Canada, was, and is, a wholly owned subsidiary, affiliate and/or agent of the Defendant, Porsche AG, that imports, markets, advertises, distributes, leases and/or sells Porsche-branded vehicles, including the Affected Class Vehicles, as averred to in paragraph seven herein, containing the Battery Defect in Canada, and within the Province of British Columbia. The Defendant, Porsche Canada, is the Defendant, Porsche AG's, Canadian distribution, marketing and/or sales arm of Porsche-branded vehicles, which the Defendant, Porsche AG, exercises, direct and/or indirect, control over, including, *inter alia*, management policies, information governance policies, pricing, repair and/or warranty terms.

32. At all material times to the cause of action herein, the Defendant, VW AG, is one of the largest automobile manufacturers in the world. The Defendant, VW AG, engineers, designs, manufactures, engineers, tests, markets, supplies and distributes Porsche-branded vehicles worldwide, including the Affected Class Vehicles. The Defendant VW AG, is the parent corporation of the Defendant, Porsche AG, and exercises, direct and/or indirect, control over it, including, *inter alia*, management policies, information governance policies, pricing, repair and/or warranty terms.
33. At all material times to the cause of action herein, the Defendants, Porsche AG and/or Porsche Canada, were responsible for the distribution, sale, service and/or repair of the Affected Class Vehicles in Canada.
34. At all material times to the cause of action herein, the Defendants, Porsche AG, Porsche Canada and VW AG, shared the common purpose of, *inter alia*, engineering, designing, developing, manufacturing, testing, assembling, marketing, distributing, supplying, leasing and/or selling Porsche-branded vehicles, including the Affected Class Vehicles, as averred to in paragraph seven herein, containing the Battery Defect in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, Porsche AG, Porsche Canada and VW AG, are inextricably interwoven with that of the other as to the Battery Defect in the Affected Class Vehicles, as averred to in paragraph seven herein, such that each is the agent or alter ego of the other.
35. Hereinafter, the Defendants, Porsche AG, Porsche Canada and VW AG, are collectively, and/or interchangeably, referred to as the Defendant, "**Porsche**" or "**Defendants**", unless referred to individually.

C. The Class

36. 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 an Affected Class Vehicle ("**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. Taycan EV

37. The Taycan is the Defendant, Porsche's, first fully electric sports car. It was originally announced as a concept car-Mission E-in 2015. Between September 2019 and September 2024, Porsche sold a total of 32,198 Taycan EVs in the United States and 3,074 Taycan EVs in Canada. The Taycan is available in various models: Taycan, Taycan 4, Taycan 4S, Taycan GT, Taycan GTS, Taycan Turbo, and Taycan Turbo S.
38. The Defendant, Porsche, marketed and advertised the Taycan EV as a sports car which provides characteristic Porsche performance, technology, driving dynamics and connectivity with everyday usability in the age of electric mobility.
39. The Defendant, Porsche, advertised the Taycan EV as the first production vehicle with a battery architecture of 800 volts instead of the typical 400-volts for electric vehicles. Higher battery voltage means greater energy and charging power. The Taycan EVs' 800-volt lithium-ion battery was designed to offer drivers the advantage of recharging the battery using direct current from the high-power charging network for a range of 100 kilometers in just over five minutes.
40. The Defendant, Porsche, represented the following in a news release, dated September 4, 2019, with respect to its 800-volt lithium-ion battery:

“under ideal conditions, the charging time for five to 80 percent State of Charge (SoC) is 22.5 minutes, with a maximum charging power

(peak) of up to 270 kW. The overall capacity of the 800V high voltage battery is 93.4 kWh. Taycan drivers can conformably charge their cars with up to 9.6 kW of alternating current (AC) at home using a standard SAE J1772 connector."

41. The Defendant Porsche, represented that the Taycan EV could be charged to enable a range of up to 100km ("WLTP" - maximum distance an electric vehicle will travel on a single charge) under optimum conditions in just five minutes, using the 800 volt architecture.
42. The Defendant, Porsche, also represented that the key to the Taycan EV was its powerful Performance Battery based on the latest lithium-ion technology. The Defendant, Porsche, integrated the Performance Battery flush with the underbody, with the entire vehicle built around it.
43. The Performance Battery consists of pouch cells which are chemically optimized for maximum performance with a long range: 33 modules with a total of 396 cells in the large version (Performance Battery Plus) and 28 modules with a total of 336 cells in a compact variant.
44. The effect of basing the Performance Battery on 800 volt technology instead of the standard 400 volts, according to the Defendant, Porsche, was improved charging and drive performance with small cable cross-sections, which have a positive impact on overall weight, cooling systems which ensure that the drive is optimally supplied with energy in any situation and an extremely robust battery frame which ensures maximum safety in the event of an accident. The Defendant, Porsche, touted that its new battery technology at the heart of the Taycan EV provides high performance combined with long range.

45. The Defendant, Porsche, represented the first Taycan EV models as having the following ranges:

MODEL	RANGE (WLTP)(km/miles)	Range (long distance) (km)
Taycan Turbo S Performance Battery+	388-412 (or 241-256 miles)	340 (or 211 miles)
Taycan Turbo Performance Battery+	381-450 (or 237-280 miles)	370 (or 230 miles)
Taycan 4S Performance Battery+	386-463 (or 240-288 miles)	365 (or 227 miles)
Taycan 4S Performance Battery	333-407 (or 207-253 miles)	320 (or 204 miles)

46. The Defendant, Porsche, represented additional Taycan EV models as having the following ranges:

MODEL	Combined Range (WLTP) (km/miles)	Urban Range (WLTP) (km/miles)
Taycan (Base) Performance Battery	371-444 km (or 231- 276 miles)	440-523 km (or 273-325 miles)
Taycan (Base) Performance Battery+	431-505 km (or 268- 341 miles)	500-568 km (or 311-353 miles)
Taycan GTS Performance Battery+	439-504 km (or 273-313 miles)	539-625 km (or 335-388 miles)
GTS Sport Turismo Performance Battery+	424-490 km (or 263- 304 miles)	524-616 km (or 326-383 miles)

ii. Defendants knowledge of the Battery Defect in the Affected Class Vehicles

47. The Defendant, Porsche, knew or ought have known about the Battery Defect in the Affected Class Vehicles at least as early as February 2020, and became aware of it through a number of sources, including, *inter alia*,: (i) its own pre-sale durability testing on its vehicles and all of its components, including the electric batteries; (ii) consumer complaints filed with Transport Canada and/or NHTSA, including consumer complaints reported directly to the Defendant, Porsche; (iii) warranty claims, dealership repair records, and part sales with the Defendant, Porsche; (iv) public reports regarding battery issues with the Affected Class Vehicles, including reports of fires; and (v) safety recalls and technical service bulletins issued by the Defendant, Porsche, regarding the Battery Defect and attempts to fix or remedy the defect.
48. As a renowned engineer, designer and manufacturer of sport and luxury vehicles, the Defendant, Porsche, conducts extensive pre-sale durability testing on its vehicles and components to ensure they are free from defects and meet the company's rigorous specifications. This includes testing the 800 volt lithium-ion batteries installed in the Taycan EVs, the Defendant, Porsche's, first consumer electric vehicle. The Taycan EV was required to undergo the same rigorous testing programme as the Defendant, Porsche's, traditional combustion-engine vehicles.
49. In its vehicle development, the Defendant, Porsche, emphasizes its commitment to exhaustive testing from the smallest component to the complete vehicle. Testing is an integral part of the Defendant, Porsche's, vehicle design, development and manufacturing process. This philosophy is backed by a network of advanced testing facilities, including the Nardo Technical Center in Italy, which features a 12.6-kilometer circular test track, and the Porsche Development Center in Weissach, Germany. The Weissach facility serves as the hub for the Defendant, Porsche's, future vehicle development and, in 2019, was equipped with new testing benches specifically designed for evaluating electronics, including the high-voltage batteries in the Taycan EV.
50. During the Taycan EVs' development, the Defendant, Porsche, conducted a comprehensive testing program, including, *inter alia*, computer simulations, benchmarking, and extensive real-world trials. The Taycan EV underwent over six million kilometers of driving across the

globe. This testing included extreme temperature exposure ranging from -31°F to 122°F. Further, specific attention was given to testing the Taycan EVs' battery, including its charging process under extreme conditions, reflecting the challenges of the Defendant, Porsche's, transition into electric vehicle production. The Defendant, Porsche, also tested the Taycan EV battery on over 100,000 various charging technologies across the globe.

51. The Defendant, Porsche, also subjected the Taycan EV to traditional performance tests at its Nardo Technical Center. One such test involved pushing the vehicle to complete 2,128 miles in 24 hours, showcasing its capabilities under sustained high-performance conditions. With these extensive efforts, concerns regarding the design and durability of the Taycan EVs' battery system should have been revealed to the Defendant, Porsche.
52. In fact, the Battery Defect is the type of defect that the Defendant, Porsche's, pre-sale durability testing would reveal because the Battery Defect is a manufacturing defect present in the vehicles before they leave the plant and are ever driven.
53. Pursuant to the United States TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000), the Defendant, Porsche, is also required to regularly monitor the NHTSA databases and analyze NHTSA complaints, to identify potential safety defects in its vehicles and to determine whether recalls should be issued. The Defendant, Porsche, has similar obligations under the *Motor Vehicle Safety Act*, R.S.C. 1993, c.16 to identify safety defects in its vehicles and determine whether recall should be issued.
54. The Defendant, Porsche's, customer service departments, warranty departments, among other personnel, regularly monitor customer complaints posted to NHTSA's public database, including their respective websites, and the internet; regularly monitor and respond to customer calls concerning vehicle issues, including component defects; and collect and analyze field data, including but not limited to, repair requests made at Porsche dealerships and service centers, technical reports prepared by its engineers and authorized technicians that have investigated vehicles for which warranty coverage is requested, and/or identified defect trends, warranty claims data, and part sales reports.
55. For warranty repairs, the Defendant, Porsche, requires its dealerships and service centers to provide it with detailed reports of problems and fixes that describe the complaint, cause,

and correction. The Defendant, Porsche, also requires its dealerships and service centers to save the broken or defective part for purposes of conducting an audit on the dealership and service centers should the need arises, or otherwise confirm the warranty repair. The Defendant, Porsche, will not pay the dealerships and service centers for repairs if the complaint, cause, and correction are not described in detail. Accordingly, dealerships and service centers keep detailed and accurate records and information about warranty repairs.

56. The customers service departments, warranty departments, and other departments, such as engineering and safety at the Defendant, Porsche, interact with each other and discuss potential issues or defects in the Affected Class Vehicles because they share designs and components.
57. In February 2020, shortly after the Defendant, Porsche, launched the Taycan EV, one of the first Porsche Taycan EVs' on the North American market caught fire in a residential garage in the State of Florida, United States, causing damage to both the Taycan EV and the structure. The Defendant, Porsche, was advised of the incident and commenced a formal investigation.
58. In October 2021, a Taycan EV went up in flames in Australia. The fire was sealed in the lithium-ion battery and firefighters had difficulty extinguishing it. The Defendant, Porsche, was advised of the incident.
59. Pursuant to a NHTSA Part 573 Safety Recall Report, submitted by the Defendant, Porsche, on March 20, 2024, it had become aware of a single vehicle battery fire that occurred shortly after charging in 2021. The safety recall report indicates that the Defendant, Porsche, investigated the incident and began obtaining comparable undamaged batteries from the field for analysis. The safety recall report also indicates that in 2023 the Defendant, Porsche, became aware of further instances of battery fires in Taycan EVs after charging.
60. In 2023, the Defendant, VW AG, was sued in Germany based on a fire that erupted in 2022 on a massive cargo ship-the *Felicity Ace*-near the Azores archipelago in the Atlantic Ocean. The cargo ship ultimately sank with thousands of vehicles on board. According to that lawsuit, the fire originated from the lithium-ion battery of a Porsche model. The only Porsche EV available at the time was the Taycan EV.

61. The Defendant, Porsche, should have also known about the Battery Defect because of the battery's defective components were supplied by LG Energy Solution WROCLAW sp. z o.o., a subsidiary of LG Energy Solution, Ltd., which through its subsidiaries, manufactured the defective batteries at issue in Chevy Bolt electric vehicles. Consumers who bought the Chevy Bolt vehicles with defective batteries filed a class action under the style of cause: *In re Chevrolet Bolt EV Battery Litigation*, United States District Court Eastern District of Michigan Southern Division, Case No. 2:20-13256-TGB-Cl. With respect to the Chevy Bolts, the first in a series of recalls involving defective lithium-ion batteries was announced on November 13, 2020.
62. Through the channels, methods, sources and incidents described above, the Defendant, Porsche, knew about the Battery Defect and its real, substantial and imminent danger of fire at least as early as February 2020.

iii. NHTSA and Transport Canada safety recalls of the Affected Class Vehicles

63. The Defendant, Porsche, has issued several safety recalls in the United States and Canada relating to the Battery Defect in the Affected Class Vehicles.
64. On December 12, 2023 NHTSA approved a Defendant, Porsche, safety recall of 205 Affected Class Vehicles (23V-840). The NHTSA 573 Safety Recall Report states the following:

Description of Defect: Certain Taycan high-voltage batteries experience short circuits within the battery modules, which can lead to thermal events and in some cases fires.

Description of the Safety Risk: A short circuit in the battery can increase the risk of a thermal event.

Description of the Cause: The root cause is still under investigation.

Planned owner notification was set for February 9, 2024. For this safety recall, the Defendant, Porsche, promised to inspect and repair the high voltage battery by replacing

modules as necessary.

65. On December 12, 2023 Transport Canada approved a substantially similar safety recall of 19 Affected Class Vehicles (#2022-661) with the Battery Defect. The Transport Canada safety recall states the following:

Issue:

On certain vehicles, there could be a problem inside the high-voltage battery. As a result, the battery module could overheat and short circuit.

Safety Risk:

A short circuit in the high-voltage battery could create a fire risk.

Corrective Actions:

Porsche will notify owners by mail and advise you to take your vehicle to a dealership to inspect the high-voltage battery. The battery modules will be replaced as necessary.

66. On March 20, 2024, the Defendant, Porsche, announced two further safety recalls in the United States: NHTSA Safety Recall Nos. 24V215000 and 24V217000.
67. Pursuant to NHTSA Safety Recall No. 24V215000 the Defendant, Porsche, recalled 606 certain Affected Class Vehicles stating that the "high-voltage battery may experience a short circuit within the battery modules". According to the safety recall report, a "short circuit in the battery increases the risk of a fire." The Defendant, Porsche, mailed out owner notification letters on October 8, 2024.
68. Pursuant to NHTSA Safety Recall No. 24V217000, the Defendant, Porsche, recalled 749 certain Affected Class Vehicles stating that the "high-voltage battery may experience a short circuit within the battery modules." According to the safety recall report, a "short circuit in the battery increases the risk of a fire." the Defendant, Porsche, mailed out owner notification letters on October 9, 2024.
69. For the NHTSA safety recalls announced on March 20, 2024, the Defendant, Porsche,

advised owners of the Affected Class Vehicles to only charge their vehicles to a maximum of 80% battery capacity, unless a repair to replace any high-voltage battery modules is completed. The Defendant, Porsche, however, did not promise to affirmatively replace the defective lithium-ion battery or replace the vehicle's battery modules.

70. Similarity, on March 20, 2024, Transport Canada announced two safety recalls (#2024-180 and #2024-181), which were an expansion of the earlier Transport Canada Safety Recall # 2023-661, and involved a total of 123 additional Affected Class Vehicles with the Battery Defect. The Defendant, Porsche, advised owners of the Affected Class Vehicles to only charge their vehicles to a maximum of 80% battery capacity until the recall repairs are completed. The Defendant, Porsche, however, did not promise to affirmatively replace the defective lithium-ion battery.
71. On October 1, 2024, the Defendant, Porsche, announced two more safety recalls in the United States: NHTSA Safety Recall Nos. 24V732000 and 24V731000. Pursuant to these recalls, the Defendant, Porsche, recalled certain Affected Class Vehicles stating that the "high-voltage battery may experience a short circuit within the battery module." According to the safety recalls, a "short circuit in the battery increases the risk of a fire." The Defendant, Porsche, said it would mail out owner notification letters on November 29, 2024. These safety recalls expanded and replaced previous NHTSA Safety Recall Nos. 23V-840, 24V-215 and 24V-217 (the safety recalls announced in December 2023 and March 2024). The latest NHTSA safety recalls involve 27,720 Affected Class Vehicles with the Battery Defect.
72. Similarity, on October 2, 2024, Transport Canada announced two more safety recalls (#2024-581 and #2024-582), which were an expansion of the earlier Transport Canada Safety Recalls #2023-661 and #2024-180, and involve a total of 2,809 Affected Class Vehicles with the Battery Defect. The Defendant, Porsche, advised owners of the Affected Class Vehicles to only charge their vehicles to a maximum of 80% battery capacity until the recall repairs are completed. The Defendant, Porsche, however, did not promise to affirmatively replace the defective lithium-ion battery but only to replace the battery modules if necessary.

73. The latest NHTSA and Transport Canada safety recalls of the Affected Class Vehicles, like the prior ones announced in December 2023 and March 2024, do not involve affirmatively replacing the defective lithium-ion battery or a definitive repair or replacement of battery modules in all the Affected Class Vehicles *now* or on a specific date. Moreover, owners of Affected Class Vehicles are advised to only charge their vehicles to a maximum of 80% battery capacity until a software update can be installed, which is not expected until some unknown date in the first quarter of 2025. This limitation will result in a reduction of the advertised range and also require owners and/or lessees to charge their Affected Class Vehicles more frequently at inconvenient times and locations.
74. The software update will purportedly allow the Defendant, Porsche, to monitor the Affected Class Vehicles for anomalies in the battery, and if one is detected, the vehicle dashboard will display a warning message and limit the charging capacity of the lithium-ion battery until it can be inspected and repaired if necessary. But even if the software update successfully discovers any and all data anomalies, the Defendant, Porsche, admits that the lithium-ion batteries may have problems in the future. Owners and/or lessees of Affected Class Vehicles who do not have the software update receive no warnings if the battery modules experience a short circuit.
75. Despite its knowledge of the Battery Defect, the Defendant, Porsche, failed to disclose or warn the Plaintiff and Class Members of the Battery Defect. The Defendant, Porsche, had a duty to disclose, or warn of, the Battery Defect due to, *inter alia*, its knowledge that it poses a real, substantial and imminent danger of harm or injury to vehicle occupants, the fact that the Battery Defect affects the central functionality of the Affected Class Vehicles, its superior and exclusive knowledge of the Battery Defect, and the fact that the Battery Defect constitutes information reasonable consumers would want to know.

iv. The Battery Defect poses a real, substantial and imminent danger to vehicle occupant safety and renders the Affected Class vehicles per se defective

76. The Battery Defect poses a real, substantial and imminent danger to vehicle occupants as a result of a sudden and complete loss of motive power and the risk of fire, as described herein. The Defendant, Porsche, failed to manufacture a safe lithium-ion battery component

part which did not cause sudden and complete loss of motive power and create an unreasonable risk of fire.

77. Government regulations in both the United States and Canada (49 U.S. Code 301- Motor Vehicle Safety Act and *Motor Vehicle Safety Act*, R.S.C. 1993, c.16) require that vehicle manufacturers to disclose to NHTSA and Transport Canada respectively of “early warning reporting” data, including claims relating to property damage received by the automotive manufacturer, warranty claims paid by the automotive manufacturer, consumer complaints, incidents involving injury or death, and field reports prepared by the automotive manufacturer’s employees or representatives concerning failure, malfunction, lack of durability, or other performance issues.
78. Further, these government regulations require immediate action when a vehicle manufacturer determines or should determine that a safety defect exists. A safety defect is defined by regulation to include any defect that creates an “unreasonable risk of accidents occurring because of the design, construction, or performance of a motor vehicle” or “unreasonable risk of death or injury in an accident.” Within a period of time of learning about a safety defect, a manufacturer must notify NHTSA and Transport Canada and provide a description of the vehicles potentially containing the defect, including “make, line, model year, [and] the inclusive dates (month and year) of manufacture,” a description of how these vehicles differ from similar vehicles not included in the recall, and “a summary of all warranty claims, field or service reports, and other information” that formed the basis of the determination that the defect was safety related. Then, “within a reasonable time” after deciding that a safety issue exists, the vehicle manufacturer must notify the owners of the defective vehicles. Violating these notification requirements can result in a substantial civil penalty.
79. The Defendant, Porsche, knew or ought to have known about the Battery Defect as evidenced by: (1) consumer complaints lodged with NHTSA, Transport Canada and/or elsewhere online; (2) warranty claims, part sales, and consumer complaints lodged with the Defendant, Porsche, directly; (3) technical service bulletins issued by the Defendant, Porsche, in an attempt to address the Battery Defect; and (4) the Defendant, Porsche’s, own pre-sale durability testing of the Affected Class Vehicles.

80. The internet is replete with consumer complaints about the Battery Defect in the Affected Class Vehicles alleging incidents of loss of motive power and the fire danger it poses to vehicle occupants. The Defendant, Porsche's, customer relations department routinely monitors the internet for customer complaints and retains the services of third parties to do the same. The Defendant, Porsche's, customer relations divisions regularly receive and respond to customer calls concerning, *inter alia*, product defects. Through these sources, the Defendant, Porsche, was made aware of the Battery Defect. Based on its commercial interests and its duty to monitor safety-related complaints or concerns, the Defendant, Porsche, assuredly saw scores of consumer complaints regarding lithium-ion battery failures and the potential of fire. The complaints indicate the Defendant, Porsche's, knowledge of the Battery Defect and its real, substantial and imminent danger to vehicle occupants of the Affected Class Vehicles.

Part 2: RELIEF SOUGHT

81. The Plaintiff, on its own behalf and on behalf of Class Members, claims against the Defendants, Porsche AG, Porsche Canada and VW AG, 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, Porsche AG, Porsche Canada and VW AG, were negligent in the manufacturing of the Affected Class Vehicles equipped with a defective lithium-ion battery causing the Plaintiff and Class Members to suffer damages;
 - (c) a declaration that the Defendants, Porsche AG, Porsche Canada and VW AG,:
 - (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 ("SGA"), 410; sections 16(2), (4) and 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a),© and 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; sections 17(a),(b) and 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a),(b) and 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a), (b) and 60 of the *Sale of Goods Act*, RSY 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT (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*, CCSM c B120; Sections 14(1) and (2) of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 4 (1) of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1, 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*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2013, 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, and waiving any such applicable notice provisions;

- (e) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2013, 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*, SNB 1978, c C-18.1, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (f) an order directing the Defendants, Porsche AG, Porsche Canada and VW AG, to advertise any adverse findings against them pursuant to section 172(3)© of the *BPCPA*; Section 19 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Section 93(1)(f) of *The Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; Section 23(2)(f) of *The Business Practices Act*, CCSM c B120; Section 18(11) of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 15 of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1;
- (g) a declaration that the Defendants, Porsche AG, Porsche Canada and VW AG, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 and are consequently liable to the Plaintiff and Class Members for damages;
- (h) an order enjoining the Defendants, Porsche AG, Porsche Canada and VW AG, from continuing their unlawful and unfair business practices as alleged herein;
- (i) injunctive and/or declaratory relief requiring the Defendants, Porsche AG, Porsche Canada and VW AG, to recall, repair and/or replace the defective lithium-ion battery equipped in the Affected Class Vehicles and/or buy back all Affected Class Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (j) an order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c.50 ("*CPA*") directing an aggregate assessment of damages;
- (k) 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*;

- (l) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (m) special damages;
- (n) punitive damages;
- (o) costs of investigation pursuant to section 36 of the *Competition Act*;
- (p) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (q) such further and other relief as to this Honourable Court may seem just.

Part 3: LEGAL BASIS

E. Jurisdiction

82. 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 (the “*CJPTA*”) in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

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

British Columbia;

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

F. Causes of Action

i. Negligence

- 83. The Defendant, Porsche, at all material times owed a duty of care to the Plaintiff and Class to provide a product that did not have a manufacturing defect. The Affected Class Vehicles equipped with the defective lithium-ion battery pose a real, substantial and imminent danger of harm or injury to Class Members, and catastrophic damage to the vehicle itself, on account of the Battery Defect.
- 84. The Defendant, Porsche, as the designer, engineer, manufacturer, promoter, marketer and/or distributor of the Affected Class Vehicles and their counterparts, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class to ensure that the Affected Class Vehicles and their component parts, including the lithium-ion battery, were reasonably safe for use.
- 85. At all material times, the Defendant, Porsche, 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 lithium-ion battery equipped in the Affected Class Vehicles was defective due to overheating when charged to full, or nearly full, capacity causing a sudden and complete loss of motive power and an unreasonable risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself. Despite such knowledge, the Defendant, Porsche, continued to equip the defective lithium-ion battery in the Affected Class Vehicles.

86. The Defendant, Porsche, owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the lithium-ion battery equipped in the Affected Class Vehicles. The Defendant, Porsche, had a duty to warn, or promptly warn, the Plaintiff and Class Members that its lithium-ion battery equipped in the Affected Class Vehicles was defective due to overheating when charged to full, or nearly full, capacity causing a sudden and complete loss of motive power and an unreasonable risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself and which it failed to do.
87. The circumstances of the Defendant, Porsche, being in the business of engineering, designing, manufacturing and placing the Affected Class Vehicles and their component parts, including the vehicle's lithium-ion battery, into the Canadian stream of commerce are such that the Defendant, Porsche, is in a position of legal proximity to the Plaintiff and Class Members, and therefore are under an obligation to be fully aware of safety when engineering, designing, manufacturing, assembling and selling a product such as the Affected Class Vehicles equipped with the defective lithium-ion battery.
88. It was reasonably foreseeable that a failure by the Defendant, Porsche, to engineer, design, manufacturer and/or install a lithium-ion battery in the Affected Class Vehicles that did not overheat when charged to full, or nearly full, capacity causing a sudden and complete loss of motive power and an unreasonable risk of fire, and thereafter to monitor the performance of the lithium-ion battery following market introduction, and take corrective measures when required, would lead to vehicles becoming inoperable while in motion, creating an unreasonable risk of fire and cause harm to the Plaintiff and Class Members and catastrophic damage to the Affected Class Vehicles themselves.
89. The Defendant, Porsche, through its employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of a vehicle manufacturer in the circumstances in that:
- (a) it knew, or ought to have known, about the Battery Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and Class Members;

- (b) it engineered, designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied and/or sold vehicles equipped with a defective lithium-ion battery due to overheating when charged to full, or nearly full, capacity causing a sudden and complete loss of motive power and an unreasonable risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself;
- (c) it failed to timely warn the Plaintiff, Class Members and/or consumers about the Battery Defect in the Affected Class Vehicles causing a sudden and complete loss of motive power and an unreasonable risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself;
- (d) it failed to change matters relating to the manufacture and/or assembly of the defective lithium-ion battery equipped in the Affected Class Vehicles in a reasonable and timely manner;
- (e) it failed to provide a safe lithium-ion battery equipped in the Affected Class Vehicles that did not overheat when charged to full, or nearly full, capacity causing a sudden and complete loss of motive power and an unreasonable risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself;
- (f) it failed to properly inspect and test the lithium-ion battery equipped in the Affected Class Vehicles;
- (g) it knew, or ought to have known, about the Battery Defect in the Affected Class Vehicles but failed to disclose it;
- (h) it failed to timely issue and implement safety, repair and/or replacement recalls of the Affected Class Vehicles with a defective lithium-ion battery;
- (i) the lithium-ion battery presented a serious safety hazard to drivers and passengers

as the Affected Class Vehicles could experience a sudden and complete loss of motive power and an unreasonable risk of fire due to the Battery Defect, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, and catastrophic damage to the vehicle itself;

- (j) 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, correct, fix or remedy the Battery Defect; and
 - (k) it failed to exercise reasonable care and judgment in matters of engineering, design, manufacture, materials, workmanship and/or quality of product which would reasonably be expected of them as an automobile manufacturer.
90. As a result of the Battery Defect in the Affected Class Vehicles by reason of the Defendant, Porsche's, negligence and its failure to disclose and/or adequately warn of the Battery 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 his/her vehicle repaired and be without their vehicle. The Defendant, Porsche, should compensate the Plaintiff and each Class Member for their incurred out-of-pocket expenses for, *inter alia*, repair, towing, alternative transportation and vehicle payments as a result of the Battery Defect and/or buy back the Affected Class Vehicles.

ii. Breach of Express Warranty

91. The Plaintiff and putative Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
92. As an express warrantor, manufacturer, supplier and/or merchant, the Defendant, Porsche, had certain obligations to conform the Affected Class Vehicles with the defective lithium-ion battery to its express warranties.
93. The Defendant, Porsche, marketed, distributed and/or sold the Affected Class Vehicles in

Canada, including the Province of British Columbia, as safe and reliable electric vehicles equipped with a performance battery based on the latest lithium-ion technology providing high performance with long range 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.

94. When the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles equipped with the defective lithium-ion battery (either as new vehicles or as used vehicles with remaining warranty coverage), the Defendant, Porsche, expressly warranted under its warranty that it would cover all parts and labour needed to repair any item on the vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. The Defendant, Porsche, provided an express 4 year/80,000 kilometer written basic warranty on the Affected Class Vehicles it manufactured.
95. Further, the Defendant, Porsche's, Taycan express warranty provides coverage on its high-performance lithium-ion battery of 8 years/160,000 kilometers. The high-voltage battery warranty provides that if there is an "excessive loss of capacity" the Defendant, Porsche, will repair or replace the lithium-ion battery with a new, reconditioned or re-manufactured part at the sole discretion of the Defendant, Porsche.
96. The warranties of the Defendant, Porsche, formed a basis of the bargain that was reached when the Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles.
97. The Battery Defect at issue in this litigation was present at the time the Affected Class Vehicles were sold and/or leased to Plaintiff and Class Members.
98. The Defendant, Porsche, breached its express warranties (and continue to breach these express warranties) because it did not and has not corrected the Battery Defect in the Affected Class Vehicles.
99. Pursuant to its express warranties, the Defendant, Porsche, was obligated to correct any lithium-ion battery defect in the Affected Class Vehicles owned and/or leased by the Plaintiff

and Class Members.

100. Although the Defendant, Porsche, was obligated to correct the Battery Defect, none of the purported, attempted fixes to the lithium-ion battery equipped in the Affected Class Vehicles are adequate under the terms of the warranty, as they did not cure the Battery Defect.
101. The Defendant, Porsche, has failed and/or refused to conform the Affected Class Vehicles with the defective battery to its express warranties. The Defendant, Porsche's, conduct, as averred to herein, has voided any attempt on its part to disclaim liability for its actions.
102. In particular, the Defendant, Porsche, breached its express warranties by:
 - (a) knowingly providing the Plaintiff and Class Members with Affected Class Vehicles containing defects in material that were never disclosed to the Plaintiff and Class Members;
 - (b) failing to repair or replace the Affected Class Vehicles' lithium-ion battery at no cost with a non-defective lithium-ion battery within the warranty period;
 - (c) ignoring, delaying responses to and denying warranty claims in bad faith; and
 - (d) supplying products and materials that failed to conform to its representations.
103. The Plaintiff and Class Members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of the Defendant, Porsche, or by operation of law in light of the Defendant, Porsche's, conduct as described herein.
104. The Plaintiff and Class Members have given the Defendant, Porsche, a reasonable opportunity to cure its breach of express warranties or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs and/or replacements offered by the Defendant, Porsche, can neither cure the Battery Defect in the Affected Class Vehicles nor resolve the incidental and consequential damages

flowing therefrom.

105. The Defendant, Porsche, received timely notice regarding the Battery Defect from the Plaintiff and Class Members when they brought their vehicles to their dealerships. The Defendant, Porsche, also received notice through complaints made by other consumers, to, *inter alia*, NHTSA and/or Transport Canada. Notwithstanding such notice, the Defendant, Porsche, has failed and refused to offer an effective fix or remedy.
106. In its capacity as a manufacturer, supplier and/or warrantor, and by the conduct described herein, any attempt by the Defendant, Porsche, to limit its express warranties in a manner that would enforce the warranty period limit would be unconscionable. The Defendant, Porsche's warranties were adhesive, and did not permit negotiation, or the inclusion of manufacturing defects. The Defendant, Porsche, possessed superior knowledge of the Battery Defect in the Affected Class Vehicles prior to offering them for sale. The Defendant, Porsche, concealed and did not disclose or remedy the Battery Defect prior to sale (or afterward). Any effort to otherwise limit liability for the manufacturing defect is null and void.
107. Further, because the Defendant, Porsche, has not been able fix or remedy the Battery Defect, the limitation on remedies included in the warranty fails its essential purpose and is null and void.
108. The Plaintiff and Class Members have suffered damages caused by the Defendant, Porsche's, breach of its express warranties and are entitled to recover damages, including but not limited to, diminution of value and/or buy back of the Affected Class Vehicles..

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

109. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
110. The Defendant, Porsche, is a "seller" with respect to motor vehicles within the meaning of the SGA, *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, pursuant to its agency relationship with its authorized dealers, distributors, resellers, retailers and/or intermediaries.

111. The Defendant, Porsche, is and was at all relevant times a seller with respect to Affected Class Vehicles equipped with the defective lithium-ion battery. The Defendant, Porsche, directly sold and marketed vehicles equipped with the defective lithium-ion battery 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, Porsche, knew that the Affected Class Vehicles equipped with the defective lithium-ion battery would and did pass unchanged from the authorized dealers to Class Members, with no modification to the lithium-ion battery.
112. The lithium-ion battery equipped in the Affected Class Vehicles is inherently defective due to overheating when charged to full, or nearly, full capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire. The Battery Defect poses a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.
113. 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*, RSA 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, CCSM 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*, RSNL 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, RSY 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a) and (b) of the *Sale*

of Goods Act, RSNWT (Nu) 1988, c. S-2.

114. The Defendant, Porsche, marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable electric vehicles equipped with a performance battery based on the latest lithium-ion technology providing high performance with long range 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.
115. Affected Class Vehicles equipped with the said lithium-ion battery were defective at the time they left the possession of the Defendant, Porsche. The Defendant, Porsche, knew of this defect at the time these transactions occurred. Thus, Affected Class Vehicles equipped with the defective lithium-ion battery, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.
116. The Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles from the Defendant, Porsche, 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, Porsche, 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, Porsche, 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, Porsche, and its resellers, authorized dealers and/or distributors and, specifically, of the Defendant, Porsche's, implied warranties.
117. The Defendant, Porsche's, resellers, authorized dealers and/or distributors are intermediaries between the Defendant, Porsche, 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, Porsche, with respect to the Plaintiff's and Class Members' acquisition of the Affected Class Vehicles. The Defendant's, Porsche's, warranties were designed to influence consumers who purchased

and/or leased the Affected Class Vehicles.

118. The Defendant, Porsche, knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased and/or leased.
119. As a result of the Battery Defect, the Affected Class Vehicles were not in merchantable condition when sold and are not fit for the ordinary purpose of providing safe and reliable transportation.
120. The Defendant, Porsche, knew about the Battery Defect in the Affected Class Vehicles, allowing it to cure its breach of warranty if it chose.
121. At all times that the Defendant, Porsche, warranted and 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, Porsche, delivered them to its resellers, authorized dealers and/or distributors which sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and Class Members.
122. The Defendant, Porsche'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, Porsche'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 Battery Defect in the Affected Class Vehicles. The time limits contained in the Defendant, Porsche'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, Porsche. A gross disparity in bargaining power existed between the Defendant, Porsche, and the Plaintiff and Class Members, and the Defendant, Porsche, knew that the Affected Class Vehicles were equipped with a defective lithium-ion battery which

overheated when charged to full, or nearly full, capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire. The Battery Defect poses a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.

123. 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, Porsche's, conduct alleged herein. Affording the Defendant, Porsche, a reasonable opportunity to cure its breach of written warranties, therefore, would be unnecessary and futile as there is no adequate fix or remedy for the Battery Defect.
124. As a direct and proximate result of the Defendant, Porsche'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 Battery Defect in the Affected Class Vehicles pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; section 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; section 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; section 51 of the *Sale of Goods Act*, RSO 1990, c. S.1; section 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; section 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; section 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; section 60 of the *Sale of Goods Act*, RSY 2002, c. 198; section 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and section 60 of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2.

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

125. 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.
126. The Defendant, Porsche, is in British Columbia for the purposes of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in Schedule "A".
127. 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".

128. 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".
129. 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".
130. The Defendant, Porsche, 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, Porsche, is the vehicle 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, Porsche, 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, Porsche.
131. By failing to disclose and actively concealing the Battery Defect in the Affected Class Vehicles, the Defendant, Porsche, 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, Porsche, knew that the Affected Class Vehicles equipped with a defective lithium-ion battery caused the Affected

Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire. The Battery Defect poses a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves. The Defendant, Porsche, made misleading statements or omissions concerning the Battery Defect, but yet failed to adequately warn consumers.

132. As alleged herein, the Defendant, Porsche, made misleading representations and omissions concerning the quality, advanced technology, reliability, durability, performance and/or safety of the Affected Class Vehicles, including its lithium-ion battery, as to charging time, charging frequency and range.
133. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant, Porsche's, failure to disclose its knowledge of the Battery Defect and associated safety risk.
134. The Defendant, Porsche, 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 lithium-ion battery which overheated when charged to full, or nearly full capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire. In particular, the Defendant, Porsche, engaged in the following unfair or deceptive acts:
 - (a) failing to disclose that the Affected Class Vehicles equipped with the defective lithium-ion battery 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 Battery Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the defective lithium-ion battery, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a real,

substantial and imminent danger or harm to occupants of the Affected Class Vehicles, and damage to the vehicle itself;

- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the defective lithium-ion battery equipped in the Affected Class Vehicles to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, Porsche, possessed exclusive knowledge of the inherent defect in the lithium-ion battery 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 lithium-ion battery equipped in the Affected Class Vehicles was defective, even though the Defendant, Porsche, knew about the Battery Defect; and
 - (f) representing that the Battery Defect in the Affected Class Vehicles would be covered under its warranty program.
135. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant, Porsche's, failure to disclose its exclusive knowledge that the defective lithium-ion battery equipped in the Affected Class Vehicles was subject to overheating when charged to full, or nearly full, capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire, all of which posed a real, substantial and/or imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.
136. By failing to disclose and actively concealing the Battery Defect, the Defendant, Porsche, 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".
137. Further, as alleged herein, the Defendant, Porsche, made misleading representations

and/or omissions concerning the quality, advanced technology, reliability, durability, performance and/or safety of the Affected Class Vehicles equipped with the defective lithium-ion battery, by:

- (a) publishing owners' manuals that made materially misleading omissions as to claims of advanced technology, battery charging time, charging frequency and range, safety and dependability but which uniformly omitted any warning to consumers that the Affected Class Vehicles were equipped with a defective lithium-ion battery which was subject to overheating when charged to full, or nearly full, capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves;
 - (b) advertisements which uniformly omitted any information about the Battery Defect and which misled consumers into believing that the lithium-ion battery would function properly; and
 - (c) emphasizing and extolling in brochures and press releases that the Affected Class Vehicles equipped with the defective lithium-ion battery were dependable, technologically advanced, safe, of the highest quality and with exceptional capability as to battery charging time and range.
138. The Defendant, Porsche'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 lithium-ion battery, were defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including its lithium-ion battery, were of a particular standard, quality or grade, when they were not;

- (c) advertising the Affected Class Vehicles, including its lithium-ion battery, with the intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including its lithium-ion battery, have been supplied in accordance with a previous representation as to quality, advanced technology, reliability, durability, performance, battery charging time and range and/or safety, when they have not.
139. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant, Porsche's, failure to disclose its exclusive knowledge of the Battery Defect and/or its representations made as to quality, advanced technology, reliability, durability, battery charging time, charging frequency and range, high performance with long range and/or safety of the Affected Class Vehicles in its sales brochure materials, manuals, press releases and/or websites.
140. The Defendant, Porsche, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Battery Defect, with an intent to mislead Class Members.
141. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant, Porsche's, failure to disclose its knowledge of the Battery Defect and associated safety risk.
142. Class Members had no way of knowing of the Defendant, Porsche's, representations were false, misleading and incomplete or knowing the true nature of the Battery Defect in the Affected Class Vehicles. As alleged herein, the Defendant, Porsche, engaged in a pattern of deception in the face of a known lithium-ion battery defect in the Affected Class Vehicles. Class Members did not, and could not, unravel the Defendant's, Porsche's, deception on their own.
143. The Defendant, Porsche, knew, or should have known, that its conduct violated sections 4 and 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in Schedule "A".

144. The Defendant, Porsche, owed Class Members a duty to disclose the truth about the Battery Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, Porsche:
- (a) possessed exclusive knowledge of the Battery 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 lithium-ion battery defect.
145. The Defendant, Porsche, had a duty to disclose that the lithium-ion battery equipped in the Affected Class Vehicles was fundamentally flawed, as described herein, because it created a serious safety hazard due to overheating when charged to full, or nearly full, capacity and which Class Members relied on the Defendant, Porsche's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Battery Defect.
146. The Defendant, Audi's, conduct proximately caused injuries to Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
147. Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant, Porsche's, conduct in that Class Members incurred costs related the Battery Defect including, *inter alia*, repair, service and/or replacement costs, rental car and towing costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
148. The Defendant, Porsche's, violations cause continuing injuries to Class Members. The Defendant, Porsche's, unlawful acts and practices complained of herein affect the public interest.
149. The Defendant, Porsche, knew of the defective lithium-ion battery equipped in the Affected Class Vehicles and which were materially compromised by the Battery Defect.

150. The facts concealed and omitted by the Defendant, Porsche, 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 lithium-ion battery 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.
151. Class Members' injuries were directly or proximately caused by the Defendant, Porsche's, unlawful and deceptive business practices.
152. As a result of the Defendant, Porsche'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, Porsche, 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".
153. 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, Porsche's, failure to disclose and/or actively conceal the Battery Defect from Class Members in British Columbia and its misrepresentations as to quality, advanced technology, reliability, durability, battery charging time, charging frequency and range, high performance with long range and/or safety of the Affected Class Vehicles.

v. Breach of the *Competition Act*

154. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
155. By making representations to the public as to quality, advanced technology, reliability, durability, battery charging time, charging frequency and range, high performance with long

range and/or safety of the Affected Class Vehicles, the Defendant, Porsche, 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 quality, advanced technology, reliability, durability, battery charging time, charging frequency and range, high performance with long range and/or safety of 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.

156. At all relevant times, the Defendant, Porsche, 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, Porsche, 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, Porsche.

157. The Defendant, Porsche, 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 Battery Defect in the Affected Class Vehicles from the Plaintiff and Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Battery Defect. The Defendant, Porsche, should have disclosed this information because it was in a superior position to know the true facts related to the Battery Defect and the Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts related to the Battery Defect.

158. The Battery Defect in the Affected Class Vehicles constitutes a serious safety issue. The Defendant, Porsche, knew that the Affected Class Vehicles equipped with the defective lithium-ion battery which overheated when charged to full capacity, or nearly full, capacity

causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire, all of which posed a real, substantial and imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves, and which triggered the Defendant's, Porsche's, duty to disclose the safety issue to consumers.

159. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Battery Defect and suppressing other material facts from the Plaintiff and Class Members, the Defendant, Porsche, breached its duty to disclose these facts, violated the *Competition Act* and caused damage to the Plaintiff and Class Members. The Defendant, Porsche'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.
160. Further, the Plaintiff and Class Members relied upon the Defendant, Porsche's, misrepresentations as to quality, advanced technology, reliability, durability, battery charging time, charging frequency and range, high performance with long range and/or safety of the Affected Class Vehicles to their detriment in purchasing and/or leasing the Affected Class Vehicles so as to cause loss and/or damage to the Plaintiff and Class Members.
161. 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 and Omission

162. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
163. The Plaintiff and Class Members claim for fraudulent concealment and omission arises from Defendant, Porsche's, affirmative representations about the safety, reliability, durability, battery charge time, charging frequency, high performance with long range and quality of the Affected Class Vehicles, and simultaneous concealment and omission of the Battery

Defect, as more specifically outlined herein and described more fully throughout this Notice of Civil Claim.

164. **What and When.** In its advertisements and other marketing materials about the Affected Class Vehicles, public statements about the Affected Class Vehicles, representations about the Affected Class Vehicles during the purchase or leasing process, and representations at the point of sale (including warranties), the Defendant, Porsche, made representations about the safety, reliability, durability, battery charge time, charging frequency, high performance with long range and quality, and other attributes of the Affected Class Vehicles and the lithium-ion batteries in those vehicles to the Plaintiff and Class Members.
165. In these advertisements and other marketing materials about the Affected Class Vehicles, public statements about the Affected Class Vehicles, representations about the Affected Class Vehicles during the purchase or leasing process, representations at the point of sale (including warranties), and in all other communications made to the public, Plaintiff, and Class Members regarding the Affected Class Vehicles, the Defendant, Porsche, actively concealed and omitted mention of material information about the Battery Defect to the Plaintiff and Class Members.
166. The Defendant, Porsche, was aware of the Battery Defect, the safety risks posed by the Battery Defect, actual fire incidents that had already occurred as a result of the Battery Defect, and the affect the Battery Defect would have on the value and safety of the Affected Class Vehicles, yet it actively concealed and failed to disclose that information to the Plaintiff and Class Members.
167. The Defendant, Porsche, had a duty to disclose to the Plaintiff and Class Members information about the Battery Defect, which posed a serious safety risk to them and their property, which the Defendant, Porsche, had superior knowledge regarding, and which related to intrinsic qualities of the Affected Class Vehicles (namely, the lithium-ion batteries of these electrical vehicles) and which could not have been discovered by the exercise of ordinary prudence and caution.
168. The Defendant, Porsche's, omission of, failure to disclose, and active concealment of

material information about the Battery Defect was uniform with respect to the Plaintiff and Class Members, and the information the Defendant, Porsche, withheld went to the central aspect of the Affected Class Vehicles.

169. The Defendant, Porsche, concealed and omitted this material information regarding the Battery Defect at all times and on an ongoing basis-from at least 2019 and continuing to the present. To this day, the Defendant, Porsche, still has not fully disclosed the truth about or the full scope of the Battery Defect in the Affected Class Vehicles. And when consumers brought their vehicles to Porsche dealerships (which information was conveyed to the Defendant, Porsche) or called the Defendant, Porsche's, customer service and warranty departments complaining or inquiring about the Battery Defect, the Defendant, Porsche, and its authorized dealerships denied any knowledge about the Battery Defect or of any adequate repair that would correct the Battery Defect.
170. **Who.** These knowing misrepresentations and omissions and active concealment occurred as a result of actions by decision-makers at the Defendant, Porsche, whose identities are currently not known to the Plaintiff and Class Members and whose identities could not be discovered by the Plaintiff. These decision-makers also caused all spokespersons authorized to speak on behalf of the Defendant, Porsche, (including its customer service and salespersons at the Defendant, Porsche's, authorized dealerships and all others who participated in and facilitated the sale of any Affected Class Vehicles to the Plaintiff and Class Members) to make the misrepresentations and omissions identified above about the Affected Class Vehicles to the Plaintiff and Class Members.
171. **Where:** The Defendant, Porsche, concealed and omitted material information regarding the true nature of the Battery Defect in every form of communication it had with (or directed to) the Plaintiff and Class Members regarding the performance, safety, battery charging time, charging frequency high performance with long range, reliability, quality, and other attributes of the Affected Class Vehicles. Information regarding the Battery Defect is not disclosed in any sales documents, displays, advertisements, other public communications, warranties, owner's manuals, or on the Defendant, Porsche's, websites. There are many avenues through which the Defendant, Porsche, could have disclosed the Battery Defect, including, but not limited to: (i) point-of-sale communications and disclosure documents; (ii) the

owner's manual for Affected Class Vehicles; and/or (iii) direct communications to Class Members through means such as e-mail notifications. The Defendant, Porsche, did not make any disclosure regarding the Battery Defect.

172. **How:** The Defendant, Porsche, concealed and omitted mention of the Battery Defect from the Plaintiff and Class Members and made representations about the safety, reliability, durability, battery charging time, charging frequency, high performance with long range, quality, and other attributes of the Affected Class Vehicles. The Defendant, Porsche, actively concealed and omitted the truth about the existence, scope, and nature of the Battery Defect from the Plaintiff and Class Members at all times, even though the Defendant, Porsche, knew about the Battery Defect. The Defendant, Porsche, also knew that information about the Battery Defect would be important to any reasonable consumer and that the Plaintiff and Class Members would reasonably rely upon its promises in its marketing materials, sales materials, and other statements that the Affected Class Vehicles have qualities and attributes that they do not have in which the Defendant, Porsche, omitted, concealed, and failed to disclose the Battery Defect. Had the Defendant, Porsche, disclosed the Battery Defect, the Plaintiff and Class Members would have reviewed or learned about the Battery Defect, and they would not have purchased or leased the Affected Class Vehicles, or they would have paid less, and would not have paid a premium.
173. **Why:** The Defendant, Porsche, actively concealed and omitted material information about the Battery Defect with the intent to deceive the Plaintiff and the Class Members and with the intent to induce the Plaintiff and Class Members to buy and/or lease the Affected Class Vehicles, rather than buying or leasing competitors' vehicles or purchasing the Affected Class Vehicles for a lower price. Had the Defendant, Porsche, disclosed the truth, for example, in their advertisements or other materials or communications, the Plaintiff and Class Members (all reasonable consumers) would have been aware of it and would not have bought or leased the Affected Class Vehicles or would not have paid as much for them.
174. The Defendant, Porsche, actively concealed and suppressed these materials facts about the Battery Defect, in whole or in part, in order to maintain a market for the vehicles, to protect its profits, and to avoid costly recalls that could expose the Defendant, Porsche, to

liability and harm the Defendant, Porsche's, commercial reputation. The Defendant, Porsche, did so at the expense of and by creating serious safety risks to the Plaintiff and Class Members.

175. The Plaintiff and Class Members did, in fact, rely on the Defendant, Porsche's, omissions and concealment by purchasing or leasing the Affected Class Vehicles at the prices they paid, believing that their vehicles did not have a Battery Defect that would impair the performance, safety, range, reliability, quality, and value of the Affected Class Vehicles.
176. The Plaintiff and Class Members reasonably and justifiably relied on the Defendant, Porsche's, misrepresentations and omissions in deciding to purchase or lease the Affected Class Vehicles. The Defendant, Porsche, and its agents were the sole parties to the sales transaction that possessed knowledge about the existence and risk of the Battery Defect in its own vehicles. Any consumer, in making the decision of whether to purchase any Affected Class Vehicle, had no choice but to rely on what the Defendant, Porsche, communicated to them and to the public about the vehicle's performance, safety, battery charging time, range, reliability, and quality.
177. The Plaintiff and Class Members could not have discovered the truth behind the Defendant, Porsche's, misrepresentations and omissions through the exercise of reasonable diligence because a defect inside an electric battery is not visible to the consumer and is not detectable by a consumer. Detection of such a defect would require specialized knowledge and skill the average consumer does not have, as well as specialized and costly equipment to which the Plaintiff and Class do not have access. The Plaintiff and Class Members thus had no way of learning the facts that the Defendant, Porsche, concealed or failed to disclose about the Battery Defect in the Affected Class Vehicles.
178. Moreover, no reasonable consumer would have expected vehicles permissibly sold in Canada would contain a serious safety defect known to the entity that markets those vehicles that poses such a significant risk of harm to person and property.
179. The Defendant, Porsche's, misrepresentations and omissions proximately caused damages to the Plaintiff and Class Members.

180. The Defendant, Porsche's, misrepresentations and omissions proximately caused the Plaintiff and Class Members to suffer loss in at least the following ways: out of pocket losses, including but not limited to, overpayment for the Affected Class Vehicles at the point of sale; reduction in the value of the Affected Class Vehicles; complete loss of their ability to use the Affected Class Vehicle; loss of the ability to use the Affected Class Vehicle in the way, or to the extent, advertised and promised by the Defendant, Porsche, including but not limited to, reduced range and the need for more frequent charging; and being subject to the risk of sudden fire, loss of power, and electrical malfunction while driving.

G. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13

181. The Plaintiff and Class Members had no way of knowing about the Battery Defect in the Affected Class Vehicles. The Defendant, Porsche, concealed its knowledge of the Battery Defect while continuing to market, sell and/or lease, the Affected Class Vehicles equipped with the defective lithium-ion battery.
182. 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, Porsche, was concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles.
183. 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 lithium-ion battery equipped in the Affected Class Vehicles.
184. 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.
185. Further, due to Defendant, Porsche's, knowledge and active concealment of the Battery 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

"A" has been tolled.

186. Instead of publicly disclosing the Battery Defect in the Affected Class Vehicles, the Defendant, Porsche, kept the Plaintiff and Class Members in the dark as to the Battery Defect and the serious safety hazard it presented.
187. The Defendant, Porsche, was under a continuous duty to disclose to the Plaintiff and putative Class Members the existence of the Battery Defect in the Affected Class Vehicles.
188. The Defendant, Porsche, knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, quality and character of the Affected Class Vehicles.
189. As such, the Defendant, Porsche, 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 address for service:

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Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: December 9, 2024



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>

New Brunswick	<p><i>Consumer Product Warranty and Liability Act, SNB 1978, c. C-18.1</i></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>
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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

**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 product liability multi-jurisdictional class proceeding involves certain model year 2020-2024 Porsche Taycan electric vehicles engineered, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, DR. ING H.C.F. PORSCHE AG, PORSCHE CARS CANADA, LTD. and VOLKSWAGEN AG, in Canada, including the Province of British Columbia, equipped with a defective lithium-ion battery which overheats when charged to full capacity causing the Affected Class Vehicles to suddenly lose complete motive power, short circuit and create a risk of fire, all of which poses a real, substantial and imminent danger of harm or injury to vehicle occupants, to people and property nearby and catastrophic damage to the Affected Class Vehicles themselves.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

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

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ;*Sale of Goods Act*, RSNS 1989, c. 408; *Sale of Goods Act*, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2
5. *Motor Vehicle Safety Act* , R.S.C. 1993, c.16
6. 49 U.S. Code 301 - *Motor Vehicle Safety Act*
7. *Court Order Interest Act*, R.S.B.C., c. 79
8. *Competition Act*, R.S.C 1985, c. C-34
9. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, RSA 2000, c. L-12; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitation of Actions Act*, CCSM c. L150; *Limitations Act*, 2002, SO 2002, c. 24, Sch. B; *Limitations Act*, SNL 1995, c. L-16.1; *Limitation of Actions Act*, SNS 2014, c. 35; *Limitation of Actions Act*, SNB 2009, c. L-8.5; *Statute of Limitations*, RSPEI 1988, c. S-7; *Limitation of Actions Act*, RSY 2002, c. 139; *Limitation of Actions Act*, RSNWT 1988, c. L-8; *Limitation of Actions Act*, RSNWT (Nu) 1988, c. L-8