



Court File No. **VLC-S-S-255726**

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

FORD MOTOR COMPANY and
FORD MOTOR COMPANY OF CANADA, LIMITED/
FORD DU CANADA LIMITÉE

DEFENDANTS

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

NOTICE OF CIVIL CLAIM

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

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

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

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

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

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

TIME FOR RESPONSE TO CIVIL CLAIM

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

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

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim

1. The within proposed auto defect liability multi-jurisdictional class proceeding involves certain model year Ford vehicles defined below as “**Affected Class Vehicles**”, engineered, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, Ford Motor Company (“**Ford US**”) and Ford Motor Company of Canada, Limited/Ford du Canada Limitée (“**Ford Canada**”), in Canada, including the Province of British Columbia, equipped with a low-pressure fuel pump containing one or more design and/or manufacturing defects. In particular, the low-pressure fuel pump was manufactured with internal clearances between moving components that were below supplier specifications thereby causing excessive internal friction resulting in: (1) accelerated wear of internal components and consequent metal and/or plastic contamination of the jet pump, especially under low fuel conditions; and/or (2) increased ambient temperature within the fuel tank that heightens the risk of vapor lock, all of which results in loss of fuel pressure and flow from the low-pressure fuel pump (the “**Fuel Pump Defect**”).

2. The Fuel Pump Defect significantly hinders the ability of the Affected Class Vehicles’ engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

3. “Affected Class Vehicles” refers to the following model and model year Ford vehicles engineered, designed, manufactured, assembled, tested, marketed, advertised, distributed,

supplied, sold and/or leased by the Defendants, Ford US and/or Ford Canada, in Canada, including the Province of British Columbia, that contain the Fuel Pump Defect:

FORD	
MODEL	MODEL YEARS
Bronco	2021-2023
Expedition	2022
F-150	2021-2022
F-250 SD	2021-2023
F-350 SD	2021-2023
F-450 SD	2021-2023
F-550 SD	2021-2023
Mustang	2021-2022
LINCOLN	
MODEL	MODEL YEARS
Aviator	2021-2023
Navigator	2021-2022

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

4. The fuel system of a vehicle is a complex network designed to store, transport, and deliver fuel to the engine, ensuring efficient combustion. It consists of, *inter alia*, the fuel tank, fuel pump, fuel filters, connecting hoses and fuel lines, and fuel injectors. A critical function of the fuel system is to maintain a consistent and regulated flow of fuel to the engine. The combustion process in a vehicle is highly mechanistic and relies on precise fuel delivery. Any deviation or delay in the amount of fuel supplied to the combustion chamber can result in engine misfires or hesitation, difficulty starting the engine, reduced fuel efficiency, engine stalling, and a noticeable loss of motive power or acceleration.

5. Since as early as 2022, the Defendants, Ford US and Ford Canada, knew, or ought to have known, that: (1) the Affected Class Vehicles' low-pressure fuel pump was defective and would need frequent repair and/or replacement, or prematurely fail just outside the warranty period; (2) the replacement low-pressure fuel pump would be equally as defective as the original; and (3) the low-pressure fuel pump would cause the Fuel Pump Defect. Nevertheless, the Defendants, Ford US and Ford Canada, continued to equip the Affected Class Vehicles with

defective low-pressure fuel pumps.

6. The Defendants, Ford US and Ford Canada, had superior and/or exclusive knowledge of material facts regarding the Fuel Pump Defect due to: (1) their pre-production testing; (2) design failure mode analysis; (3) aggregate part sales; (4) consumer complaints about the Fuel Pump Defect to their dealers—who are their agents for vehicle repairs; (5) customer complaints made directly to them; (6) dealer audits; (7) aggregate warranty information; (8) consumer complaints to, and/or resulting notice from Canadian and American vehicle safety regulators, Transport Canada and the National Highway Traffic Safety Administration (“NHTSA”), respectively; (9) early consumer complaints on websites and internet forums; and/or (10) dealership repair orders, among other internal sources of information about the problem.

7. Moreover, the Defendants, Ford US and Ford Canada, not only refused to disclose the Fuel Pump Defect to consumers, they also actively concealed their knowledge of the Fuel Pump Defect.

8. The Defendants, Ford US and Ford Canada, have failed to adequately remedy or fix the Fuel Pump Defect. Despite initiating investigations into an increased number of warranty claims related to failures of the low-pressure fuel pump as early as 2021, the Defendants, Ford US and Ford Canada, failed to issue a timely recall that adequately addressed or resolved the Fuel Pump Defect.

9. The Fuel Pump Defect is inherent in each of the Affected Class Vehicles and was present at the time of sale and/or lease, and exposes putative class members to an unreasonable risk of harm, injury and/or death if the low-pressure fuel pump unexpectedly and/or suddenly malfunctions or fails during operation resulting in engine stalling and/or loss of motive power.

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

11. Owners and/or lessees of the Affected Class Vehicles have been injured in fact, incurred damages, and suffered ascertainable loss, expense or damage as a result of the Fuel Pump

Defect. Had the Plaintiff and putative class members known of the Fuel Pump Defect, they would not have purchased and/or leased those vehicles, or would have paid substantially less for them.

12. The Defendants', Ford US's and/or Ford Canada's, marketing of their vehicles as safe, dependable and reliable is pervasive across North America as characterized by their longstanding ubiquitous slogan: "Built Ford Tough".

13. No reasonable consumer expects to purchase a vehicle with a concealed defect that presents a substantial and real catastrophic danger to vehicle occupants as a result of the defect. The Fuel Pump Defect is material to the Plaintiff and putative class members because when they purchased and/or leased their Affected Class Vehicles they relied on the reasonable expectation that the Affected Class Vehicles would be free from defects.

14. The Defendants, Ford US and/or Ford Canada, knowingly omitted, concealed and/or suppressed material facts regarding the Fuel Pump Defect and misrepresented the safety standard, quality, or grade of the Affected Class Vehicles, all at the time of purchase and/or lease or otherwise, which directly caused harm or loss to the Plaintiff and putative class members. As a direct result of the Defendants', Ford US's and/or Ford Canada's, unfair, deceptive and/or fraudulent business practices and wrongful conduct, the Plaintiff and putative class members have suffered ascertainable losses or damages, including, *inter alia*: (1) out-of-pocket expenses for repair of the Fuel Pump Defect; (2) costs for future repairs; (3) sale of their vehicles at a loss; and/or (4) diminished value of their vehicles.

15. The Defendants, Ford US and Ford Canada, have failed to provide a remedy for the Fuel Pump Defect, and further, refused to provide putative class members with loaner vehicles or offer to reimburse owners and/or lessees of the Affected Class Vehicles for, *inter alia*, car or lease payments, towing charges, rental vehicles, time off work, loss of use, and other miscellaneous costs while they wait for the Defendants, Ford US and Ford Canada, to find a remedy or fix for the Fuel Pump Defect.

16. The Plaintiff seeks relief for all other owners and/or lessees of the Affected Class Vehicles with the Fuel Pump Defect, including, *inter alia*, recovery of damages and/or repair under various provincial consumer protection legislation, breach of express warranty, breach of implied

warranty or condition of merchantability, statutory and equitable claims and reimbursement of all expenses associated with the repair and/or replacement of the defective low-pressure fuel pump in the Affected Class Vehicles and/or buy back of the Affected Class Vehicles.

A. The Parties

i. The Representative Plaintiff

17. The Plaintiff, [REDACTED]

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

18. On or about July 27, 2022, the Plaintiff purchased a new 2022 Ford F-150 truck (“**Ford F-150**”), one of the Affected Class Vehicles, primarily for personal, family or household use, from Magnuson Ford Sales Ltd., a Ford dealership, located in Abbotsford, British Columbia, Canada for the price of \$93,045.95 inclusive of tax.

19. Prior to purchasing his Ford F-150, the Plaintiff reviewed the Defendants’, Ford US’s and/or Ford Canada’s, websites and marketing materials regarding the Ford F-150, which failed to disclose the presence of the Fuel Pump Defect.

20. Through exposure and interaction with the Defendants, Ford US and/or Ford Canada, the Plaintiff was aware of the Defendants’, Ford US’s and/or Ford Canada’s, uniform and pervasive marketing messages of, *inter alia*, dependability, safety and reliability of the Ford F-150. However, despite touting the safety and dependability of the Affected Class Vehicles, at no point did the Defendants, Ford US and/or Ford Canada, or its representatives, disclose to the Plaintiff the Fuel Pump Defect before his purchase.

21. Since the Plaintiff’s purchase of the Ford F-150, he has experienced on multiple occasions: (1) engine misfires or hesitation; and/or (2) loss of propulsion.

22. The Plaintiff would not have purchased the Ford F-150, would have paid less for it, or purchased a comparable truck from another vehicle manufacturer, had the Plaintiff known about the Fuel Pump Defect.

23. The Plaintiff did not receive the benefit of his bargain when he purchased his Ford F-150. He purchased a vehicle that is of a lesser standard, grade, and quality than represented, and he did not receive a vehicle that met ordinary and reasonable consumer expectations regarding safe and reliable operation, in particular a properly functioning low-pressure fuel pump. The Fuel Pump Defect has significantly diminished the value of the Ford F-150 as it is not safe, dependable and reliable as represented by the Defendants, Ford US and/or Ford Canada, and poses a real, substantial and imminent risk of harm, injury and/or death.

ii. The Defendants

24. The Defendant, Ford US, is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, The Corporation Trust Company, at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, United States of America, 19801.

25. The Defendant, Ford Canada, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0058695, and has an attorney for service, Ian Giroday, at DuMoulin Boskovich, Mailbox 12173, Suite 1301 - 808 Nelson Street, Vancouver, British Columbia, V6Z 2H2, Canada.

26. At all material times to the cause of action herein, the Defendant, Ford US, is an American automobile manufacturer that, *inter alia*, designs, manufactures, assembles, markets, advertises, distributes, supplies and/or sells Ford vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Fuel Pump Defect, at its automobile plants located in the States of Michigan and Ohio, United States of America, and elsewhere, for distribution and/or sale in the United States of America and Canada, including the Province of British Columbia.

27. At all material times to the cause of action herein, the Defendant, Ford US, markets, advertises, distributes, supplies and/or sells Ford vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Fuel Pump Defect, through, *inter alia*, its related subsidiaries, affiliates and/or operating units, including the Defendant, Ford Canada, independent retailers and authorized dealerships in the United States of America and Canada, and

within the Province of British Columbia. The Defendant, Ford US, also provides all the technical information for the purposes of designing, manufacturing, servicing and/or repairing its Affected Class Vehicles to its subsidiaries, affiliates and/or operating units, including the Defendant, Ford Canada.

28. At all material times to the cause of action herein, the Defendant, Ford Canada, was, and is, a wholly owned subsidiary of the Defendant, Ford US, which, *inter alia*, designs, manufactures, assembles, markets, advertises, distributes, supplies, sells and/or repairs, Ford vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Fuel Pump Defect, in Canada, and within the Province of British Columbia. The Defendant, Ford Canada, was the sole distributor of the Affected Class Vehicles in Canada, including the Province of British Columbia. It sold and/or leased the Affected Class Vehicles through its dealer and retailer network, which were controlled by the Defendants, Ford Canada and/or Ford US, and were their agents.

29. At all material times to the cause of action herein, the Defendants, Ford US and/or Ford Canada, shared the common purpose of, *inter alia*, designing, developing, manufacturing, assembling, marketing, distributing, supplying, leasing, selling, servicing and/or repairing Ford vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, containing the Fuel Pump Defect, in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, Ford US and/or Ford Canada, are inextricably interwoven with that of the other as to the Fuel Pump Defect in the Affected Class Vehicles, such that each is the agent of the other.

30. Hereinafter, the Defendants, Ford US and/or Ford Canada, are collectively referred to as the Defendant, “**Ford**”, and/or the “**Defendants**”, unless referred to individually or otherwise.

B. The Class

31. This action is brought on behalf of members of a class consisting of the Plaintiff, all British Columbia residents, and all other persons resident in Canada, who own, owned, lease and/or leased any one or more of the Affected Class Vehicle (“**Class**” or “**Class Members**”), excluding employees, officers, directors, agents of the Defendant, Ford, and their family members,

class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendant, Ford, 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.

C. Factual Allegations

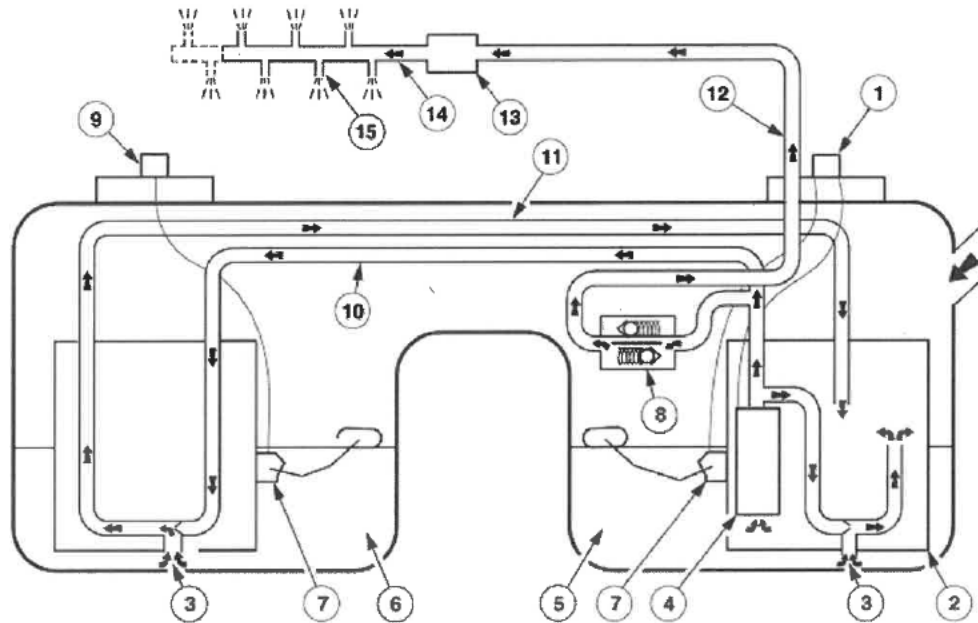
i. Overview of the Affected Class Vehicles' Fuel System and the Fuel Pump Defect

32. The fuel system in a motor vehicle operates to help transfer fuel from the fuel tank to the engine for combustion. The system consists of several components, including, *inter alia*, the fuel tank, fuel pumps, various connector hoses and lines, fuel injectors, and the evaporative emission control system.

a) Fuel Tank and Pumps

33. The Affected Class Vehicles are equipped with a style of fuel tank that is known as "saddle-style," meaning it consists of two chambers: primary and secondary. The saddle-style fuel tank is typically installed in vehicles with rear-wheel, four-wheel or all-wheel drive configurations, so as to accommodate and provide clearance for the drive shaft that runs from the transmission to the rear differential. All of the Affected Class Vehicles come with either rear-wheel, four-wheel or all-wheel drive configurations.

34. The figure below shows a cross-sectional view of a saddle-style fuel tank, highlighting its various internal components, including the low-pressure fuel pump and jet pump.



Schematic of fuel tank internals - normally aspirated application

- | | |
|--|--|
| 1. Fuel pump and fuel level sensor, electrical connector | 9. Fuel level sensor, electrical connector |
| 2. Fuel pump module | 10. High-pressure crossover circulation line |
| 3. Suction jet-pump | 11. Low-pressure crossover circulation line |
| 4. Fuel pump | 12. Engine fuel-delivery line |
| 5. Right-hand fuel compartment | 13. Fuel filter |
| 6. Left-hand fuel compartment | 14. Fuel rail |
| 7. Fuel level sensor | 15. Fuel injector |
| 8. Parallel pressure relief valve | |

35. In most applications of a saddle-style fuel tank, there is a primary side equipped with a fuel delivery module that houses the low-pressure fuel pump. This pump delivers fuel to the fuel rail, a component in fuel-injected engines that distributes pressurized fuel to the fuel injectors. The primary side is typically the first to receive fuel from the fuel inlet. The secondary side of the fuel tank contains a transfer pump, commonly referred to as a jet pump, which assists in moving fuel from the secondary to the primary side.

36. In the Affected Class Vehicles, the fuel system incorporates both types of pumps located within the fuel tank: (1) the low-pressure fuel pump; and (2) the transfer pump (or jet pump). Together, the low-pressure fuel pump and the jet pump function to move fuel efficiently within the fuel tank and ensure continuous delivery of fuel to the engine.

37. Although the low-pressure fuel pump and the jet pump serve a common purpose of moving the fuel within the fuel system, they are distinct in their operation. The low-pressure fuel

pump uses an electric motor to pump fuel, while the jet pump uses a high-velocity fuel stream supplied to the fuel tank to create a low-pressure area that draws fuel from the hard-to-reach areas of the tank, thereby enabling the consistent flow of fuel to the vehicle's engine.

38. The jet pump works according to the principles of fluid dynamic or flow mechanics, in particular the Venturi and Bernoulli effect, using the suction of the flowing fuel to pump liquid from other areas of the fuel tank. This is done without a separate mechanical or electric drive. Instead, the power of the fuel flowing through the fuel lines and the supply and return lines are used to deliver fuel from the farthest areas of the fuel tank.

39. When the fuel flows through a narrow point in a hose or line, the flow is accelerated while the pressure decreases. This pressure difference creates a vacuum that causes fuel to be drawn into the line from adjacent areas by means of suction.

40. A low-pressure fuel pump is an essential component of a vehicle's fuel delivery system, particularly in fuel-injected engines. Its primary function is to draw fuel from the fuel tank and deliver it to the engine at a consistent and regulated low pressure, usually between 30 to 70 psi (pounds per square inch), depending on the vehicle. When the ignition is switched on, the vehicle's electronic control unit sends a signal to activate the low-pressure fuel pump. This initial activation allows the low-pressure fuel pump to pressurize the fuel lines briefly before engine startup, ensuring a quick and efficient start.

41. The low-pressure fuel pump operates using an electric motor that powers a spinning impeller or rotor. As the impeller spins, it creates suction that draws fuel through a pickup tube from the fuel tank. The fuel first passes through a strainer or pre-filter to remove large debris. Once inside the fuel pump housing, the impeller pushes the fuel outward into a pressurization chamber, building up the required pressure for efficient fuel delivery.

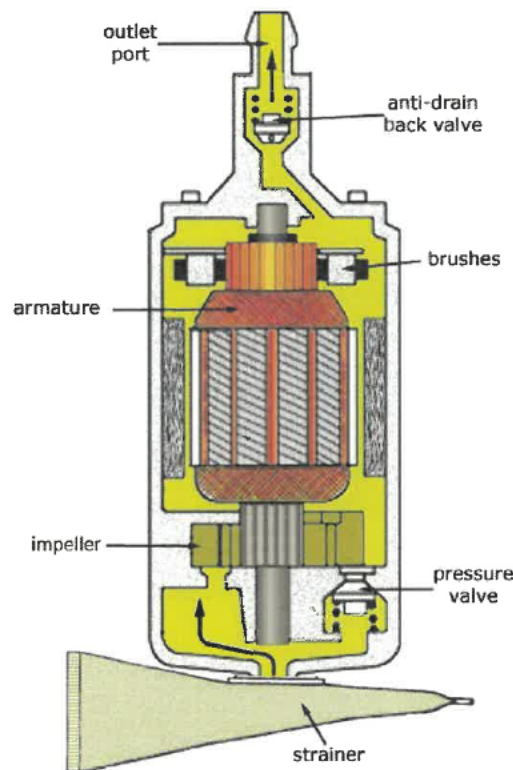
42. Pressurized fuel is then sent through the fuel lines to the fuel filter, which provides further purification before the fuel reaches the engine. From there, it continues to the fuel rail, where it is distributed to the fuel injectors. The fuel injectors spray the precise amount of fuel into each cylinder for combustion. In some fuel systems, a fuel pressure regulator ensures the pressure remains within the correct range, and any excess fuel is returned to the fuel tank via a return line.

43. The low-pressure fuel pump plays a vital role in maintaining fuel availability under all driving conditions and preventing issues like vapor lock. A failing fuel pump can lead to symptoms such as difficulty starting the engine, loss of motive power, stalling, engine hesitation, and decreased fuel efficiency.

b) The Fuel Delivery Module (“FDM”) and Low-Pressure Fuel Pump

44. The FDM is a self-contained assembly installed inside or atop a vehicle’s fuel tank that manages the supply of fuel from the fuel tank to the engine. It integrates several components into one modular unit for efficiency, reliability, and emissions control. Its components include: (1) low-pressure fuel pump; (2) fuel level sensor; (3) fuel filter; (4) pressure regulator; and (5) check valve.

45. The low-pressure fuel pump is the “heart” of a vehicles’ fuel system. It is located within a FDM. The figure below shows a cross-section of the typical low-pressure fuel pump, similar to the one equipped in the Affected Class Vehicles.



46. The low-pressure fuel pump is composed of: (1) housing, which is a cylindrical tube

usually made out of molded thermoplastics or aluminum; (2) rotating electric motor armature assembly, which converts electric kinetic energy to rotate the impeller; (3) brushes, which provide the electricity to the rotating armature; and (4) impeller, which rotates to draw and provide pressure to fuel to pump to the engine. As all of these components move within the housing, there are multiple points of contact, and potential for friction. Therefore, precise clearances between these components are crucial for performance, durability, and proper functioning of a low-pressure fuel pump.

47. If there is excessive clearance, a vehicle may exhibit, *inter alia*, loss of fuel pressure, long crank times, and/or noise due to internal slippage. On the other hand, if the clearance is too low, the aforementioned components can rub against each other increasing friction thereby leading to, *inter alia*, heat build-up, seizure in hot fuel condition, and/or increased wear and tear of these components.

c) The Fuel System Defect

48. The low-pressure fuel pump in the Affected Class Vehicles is manufactured with internal clearances between moving components that were below Tier 2 supplier specifications thereby causing excessive internal friction.

49. The excessive internal friction leads to the following:

- (a) excessive wear and tear of the internal components; and
- (b) increased heat leading to higher ambient temperatures within the fuel tank.

Excessive Wear and Tear of Internal Components

50. All Affected Class Vehicles are equipped with a saddle-style fuel tank, as such they incorporate a jet pump as part of their fuel system.

51. The low-pressure fuel pump is defectively manufactured such that its internal rotating components—specifically the armature assembly and impeller—rub against the fuel pump housing during operation. This friction generates metal and/or plastic particles, which then accumulate within the fuel tank.

52. The jet pump, which is responsible for transferring fuel from the secondary chamber of the fuel tank, draws in these metal and/or plastic contaminants during normal operation. This results in internal contamination of the jet pump, leading to blockages that impair the transfer of fuel. Consequently, Affected Class Vehicles are deprived of access to fuel stored in the secondary chamber of the fuel tank.

53. The likelihood of internal contamination in the jet pump increases when fuel levels are low. As the contaminants are denser than fuel, they settle at the bottom of the tank. When the fuel level drops, the jet pump is more likely to ingest these settled particles, increasing the risk of malfunction.

54. Moreover, unlike the low-pressure fuel pump, the jet pump does not have a separate strainer and is therefore not designed to operate under conditions where contaminants or debris are present.

Higher Ambient Temperatures

55. According to the United States Energy Information Administration, gasoline fuel has a boiling range between approximately 38°C and 204°C. The initial boiling point—where the first 10% of the fuel evaporates—occurs around 122–158°F (50–70°C), while the final boiling point—where approximately 90% has evaporated—ranges between 365–374°F (185–190°C).

56. For the fuel system to work effectively, it is imperative for the fuel to remain in a liquid state, at temperatures well below the boiling point.

57. Increased internal friction within the fuel system generates elevated ambient temperatures inside the fuel tank. These temperatures can approach or exceed the boiling point of the fuel, especially in hot climates or under high load operating conditions, thereby exacerbating the heat buildup.

58. When the ambient temperature within the fuel pump reaches the boiling point of gasoline, the fuel begins to evaporate, forming fuel vapors within the tank. The presence of these vapors in the fuel system gives rise to a condition known as “vapor lock.”

59. As the low-pressure fuel pump is not capable of moving vapor, the formation of fuel

vapor displaces liquid fuel within the fuel lines. This displacement prevents fuel from reaching the fuel rail, effectively “locking” the fuel system and thereby obstructing combustion. As a result, the Affected Class Vehicles exhibit symptoms including engine stalling, reduced motive power, and difficulty restarting—often characterized by extended cranking times.

60. The contamination of the jet pump and/or the increased sensitivity of the fuel system of the Affected Class Vehicles to vapor lock results in the loss of fuel pressure and flow from the low-pressure fuel pump. This leads to a failure in fuel delivery to the engine and consequent engine stalling or loss of motive power while driving, all of which pose a real, substantial, and imminent risk of harm to vehicle occupants.

ii. The Defendant’s, Ford’s, knowledge and concealment of the Fuel Pump Defect in the Affected Class Vehicles

61. The Defendant, Ford, manufactures vehicles sold under the Ford and Lincoln brands throughout North America. The Defendant, Ford, engineered, designed, tested, manufactured and/or assembled the Affected Class Vehicles.

62. The Defendant, Ford, fraudulently, intentionally, negligently and/or recklessly concealed the Fuel Pump Defect and safety risks from the Plaintiff and Class Members. The Defendant, Ford, knew, or ought to have known, that the Fuel Pump Defect was material to owners and/or lessees of the Affected Class Vehicles and was not known or reasonably discoverable by the Plaintiff and Class Members before they purchased their vehicles or before the warranties on their vehicles expired, even though the Defendant, Ford, knew or ought to have known of the design, material, manufacturing, and/or workmanship defects in the Affected Class Vehicles.

63. Since 2021, the Defendant, Ford, has designed, manufactured, distributed, sold and/or leased the Affected Class Vehicles. Given that the Defendant, Ford, has extensive knowledge about the importance of the proper functioning of a vehicle’s fuel system, and requires particularly robust pre-production and pre-sale testing of new models, the Defendant, Ford, knew, or ought to have known, about the Fuel Pump Defect prior to the sale of the Affected Class Vehicles.

64. Knowledge and information regarding the Fuel System Defect were in the exclusive and superior possession of the Defendant, Ford, and its network of authorized dealerships, and that

information was not provided to the Plaintiff and Class Members – either before their purchase and/or lease of the Affected Class Vehicles or when they sought repairs for their vehicles.

65. Based on pre-production testing, pre-production design failure mode analysis, production design failure mode analysis, quality control audits of the fuel pump and fuel pump control modules components, early consumer complaints made to the Defendant's, Ford's, network of dealerships, aggregate warranty data compiled from those dealers, repair orders and parts data received from those dealers, aggregate auto parts stores, consumer, and independent mechanic orders of replacement parts, and consumers complaints to dealers, NHTSA and Transport Canada and testing performed in response to those complaints, *inter alia*, the Defendant, Ford, was aware, or ought to have been aware, of the Fuel Pump Defect in the Affected Class Vehicles. Instead, the Defendant, Ford, fraudulently concealed the Fuel Pump Defect and its associated safety risks from the Plaintiff and the Class Members.

66. The Defendant, Ford, is experienced in the design and manufacture of consumer vehicles. As an experienced vehicle manufacturer, the Defendant, Ford, conducts tests, including pre-sale durability testing, on incoming components as well as on its own assembly process to verify the vehicles are free from defect and align with the Defendant's, Ford's, specifications. Thus, the Defendant, Ford, knew, or ought to have known, that the Fuel Pump Defect was likely to put drivers in a dangerous position due to the inherent risk of the Fuel Pump Defect.

67. Moreover, the Defendant, Ford, failed to implement adequate quality controls to ensure that the component parts of the Affected Class Vehicles, including the low-pressure fuel pump, which it obtained from third-party suppliers, were built to specifications, and would not create situations that place the vehicle occupants in danger.

68. The Defendant's, Ford's, knowledge about the Fuel Pump Defect is apparent from the following chronology of events in a Part 573 Safety Recall Report (25V-455) that the Defendant, Ford US, submitted to NHTSA on July 7, 2025:

- (i) **September 2022**: "Ford's Critical Concern Review Group (CCRG) opened an investigation into an increase in warranty claims and part returns related to Fuel Delivery Modules (FDM) on certain 2021-2022 Model Year (MY) vehicles. The

FDMs on these vehicles contained a specific variant of low-pressure fuel pump and jet pump. Teardown analysis indicated that jet pump orifices on some returned parts were blocked by contamination. The source of contamination was not confirmed. The CCRG reviewed the available warranty data and noted that the rate of failures had decreased significantly after the supplier implemented several corrective actions from December 2021 through September 2022 to reduce contamination and production variation.”

(ii) **July 2023**: “[T]he CCRG reviewed the warranty data after the monitor period to confirm that the supplier’s corrective actions had successfully resolved this concern in the field. Based on the available warranty data, Ford closed the investigation because the field data showed that the rate of failures was low and the failure could be progressive in nature. Ford was not aware of any accidents, fires, injuries or property damage attributed to failure of the FDM.”

(iii) **July 29, 2024**: “[T]he National Highway Traffic Safety Administration (NHTSA) opened Preliminary Evaluation (PE) 24-019 in response to six consumer complaints alleging loss of motive power as a result of low-pressure fuel pump failure in 2021 MY Ford Bronco vehicles. Ford’s response was provided on September 23, 2024.”

(iv) **April 3, 2025**: “Ford’s Critical Concern Review Group (CCRG) opened an investigation to update the warranty claims, field reports and affected population associated with PE24-019.”

(v) **May 22, 2025**: “[T]he CCRG determined that the number of warranty claims had increased during summer months and in warm weather states. Connected vehicle data was utilized to further understand the conditions, such as fuel tank fill levels and diagnostic trouble codes, leading to further understanding of the root cause.”

(vi) **June 9, 2025**: “[T]he CCRG reviewed vehicle production dates for warranty claims to determine whether something had changed in the supplier’s manufacturing process. The CCRG discovered that vehicles were all produced between July 2021

and July 2022.”

(vii) **June 9 - 10, 2025**: “Ford Product Development (PD) and Ford Supplier Technical Assistance (STA) conducted a review of the supplier’s manufacturing process for the parts used on these vehicles. Ford found that the supplier had made changes to the jet pump process to accommodate an increase in build complexity in June 2021 and identified that a tier 3 supplier for the GEN 4.6 fuel pump pumping chamber was not statistically capable for internal clearances and utilizing the full tolerance range of the supplier specifications. The low clearances resulted in an increase of internal friction and sensitivity to vapor lock beginning in early July 2021.”

(viii) **As of June 6, 2025**: “1860 warranty claims (received from September 2, 2021 to May 31, 2025) have been identified related to the investigation.”

(ix) **As of June 24, 2025**: “28 field reports (received from 5 January 2022 to 31 March 2025) and 57 customer service reports (received from 18 October 2021 to 22 May 2025) have been identified related to the safety defect. Vehicles produced from July 1, 2021, through July 31, 2022, have a projected fuel delivery module failure rate of 8.9 R/1000 at 10 years/150,000 miles of vehicle service.”

(x) **June 30, 2025**: “Ford’s Field Review Committee reviewed the concern and approved a field action. Ford is not aware of any reports of accident or injury related to this condition.”

69. The Defendant, Ford, further stated in the Part 573 Safety Recall Report that the “remedy is under development”.

70. Notwithstanding the Defendant’s, Ford’s, exclusive and superior knowledge of the Fuel Pump Defect, it failed to disclose the Fuel Pump Defect to consumers at the time of purchase or lease of the Affected Class Vehicles, or reasonably thereafter, and continued to sell the Affected Class Vehicles suffering from the Fuel Pump Defect. The Defendant, Ford, intentionally concealed the Fuel Pump Defect and its associated safety risks to consumers, including the Plaintiff, Class Members, and the public.

71. The Defendant, Ford, knew, or ought to have known, that the Fuel Pump Defect and the associated safety risks were material to owners and lessees of Affected Class Vehicles and were not known or reasonably discoverable by the Plaintiff and Class Members before they purchased and/or leased Affected Class Vehicles or within applicable warranty periods.

iii. The Defendant, Ford, misrepresented as to the reliability, durability and/or safety of the Affected Class Vehicles

72. The Defendant's, Ford's, overarching marketing message for the Affected Class Vehicles was and is that the vehicles are safe, dependable and that their engines can be relied on to perform well. This marketing message is false, and misleading given the propensity of the low pressure fuel pump in the Affected Class Vehicles to fail, causing the vehicles' engines to run rough, stall, lose engine power and/or shutdown, which the Defendant, Ford, has acknowledged and/or admitted that it creates an unreasonable risk of a crash.

73. On its websites, the Defendant, Ford, touts the safety features of their vehicles, attempting to induce potential customers to purchase and/or lease the Affected Class Vehicles. Their websites provide a vast array of information about the purported safety features and mechanisms that the Defendants, Ford, offers in their vehicles including the Affected Class Vehicles. While the standard availability of certain safety features may vary on certain different models, the overall consistent and pervasive marketing message that the Defendant, Ford, advances through its web marketing as to the Affected Class Vehicles is one of safety and dependability.

74. The Defendant's, Ford's, marketing of their Affected Class Vehicles conveys a clear, uniform and pervasive message that their Affected Class Vehicles are to be equated with safety and dependability, which are material to consumers when purchasing and/or leasing a vehicle. A vehicle with a defective fuel pump that can cause the engine to stall, lose engine power and/or shutdown while the vehicle is in motion as do the Affected Class Vehicles, and thereby expose its occupants to the risk of serious harm, injury or death, is not a safe vehicle. As such, the Defendant's, Ford's, marketing of the Affected Class Vehicles as being safe is false and misleading and omits facts that would be material to consumers such as the Class Members.

75. The Defendant, Ford, marketed their Affected Class Vehicles as safe and dependable but failed to disclose the existence and impact of the Fuel Pump Defect and/or that the Affected Class Vehicles were not safe or dependable. Specifically, the Defendant, Ford:

- (a) failed to disclose at and after the time of purchase, lease and/or service, any and all known material defects of the Affected Class Vehicles including the Fuel Pump Defect, despite their knowledge;
- (b) failed to disclose at and after the time of purchase, lease and/or service, that the low-pressure fuel pump of the Affected Class Vehicles was defective and not fit for its ordinary purpose, despite their knowledge; and
- (c) failed to disclose and actively concealed the existence and pervasiveness of the Fuel Pump Defect, despite their knowledge.

76. The Defendant's, Ford's, deceptive marketing and willful failure to disclose the Fuel Pump Defect damaged and continues to damage the Plaintiff and Class Members. If the Plaintiff and Class Members had known of the Fuel Pump Defect and/or that the Affected Class Vehicles were not safe and durable, they would not have purchased and/or leased the Affected Class Vehicles or certainly would have paid less to do so.

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

77. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act*, S.C. 1993, c.16 ("**MVSA**") and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038 ("**Regulations**"). The Minister of Transport has the power and authority to verify that companies and persons comply with the *MVSA*, *Regulations* and vehicle safety standards. Transport Canada is delegated the authority to oversee the *MVSA* and *Regulations*. In the United States, the NHTSA oversees, *inter alia*, vehicle safety standards, such as the Federal Motor Vehicle Safety Standard ("**FMVSS**"). Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported

and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations*.

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

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

80. The Defendant, Ford, has failed and/or neglected to comply with its mandatory obligations under the *MVSA* and *Regulations* to provide the Class Members with an adequate remedy or fix for the Fuel Pump Defect in the Affected Class Vehicles. As such, Class Members are left to drive vehicles that pose a real, substantial and imminent risk of harm, injury and/or death.

v. The warranties provided by the Defendant, Ford, for the Affected Class Vehicles

81. The Defendant, Ford, provides warranties directly to the Plaintiff and Class Members for the Affected Class Vehicles.

82. The Defendant, Ford, offers a "New Vehicle Limited Warranty" for three years or 60,000 kilometers, whichever occurs first. This warranty coverage includes the fuel system, low-pressure fuel pump and its internal component parts.

83. The Defendant's, Ford's, warranty states that "dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the

applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.”

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

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

85. The Defendants as the vehicle manufacturers and/or distributors, impliedly or expressly acknowledged that Ford authorized dealerships are their sales agents, the dealers have accepted that undertaking, they have the ability to control authorized Ford dealers, and they act as the principal in that relationship, as is shown by the following:

- (a) the Defendants can terminate the relationship with their dealers at will;
- (b) the relationships are indefinite;
- (c) the Defendants are in the business of selling vehicles as are their dealers;
- (d) the Defendants provide tools and resources for Ford dealers to sell vehicles;
- (e) the Defendants supervise their dealers regularly;
- (f) without the Defendants the relevant Ford dealers would not exist;
- (g) the Defendants as the principal require the following of their dealers:
 - (i) reporting of sales;
 - (ii) computer network connection with the Defendants;
 - (iii) training of dealers’ sales and technical personnel;
 - (iv) use of the Defendants’ supplied computer software;
 - (v) participation in the Defendants’ training programs;

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

- (k) dealerships bear the Defendants' brand names, use its logos in advertising and on warranty repair orders, post Ford brand signs for the public to see, and enjoy a franchise to sell the Defendants' products, including the Affected Class Vehicles;
- (l) the Defendants require Ford dealers to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants' warranties described above, and the servicing of defective vehicles such as the Affected Class Vehicles;
- (m) the Defendants require their dealers to post the Defendants brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized Ford dealers and servicing outlets for the Defendants' vehicles;
- (n) the Defendants require their dealers to use service and repair forms containing its brand names and logos;
- (o) the Defendants require Ford dealers to perform the Defendants' warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by the Defendants;
- (p) the Defendants require Ford dealers to use parts and tools either provided by the Defendants or approved by Defendants and to inform the Defendants when dealers discover that unauthorized parts have been installed on one of the Defendants' vehicles;
- (q) the Defendants require dealers' service and repair employees to be trained by the Defendants in the methods of repair of Ford-brand vehicles;
- (r) the Defendants audit Ford dealerships' sales and service departments and directly contact the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers; dealers are then granted financial incentives or reprimanded depending on the level of satisfaction;

- (s) the Defendants require their dealers to provide it with monthly statements and records pertaining, in part, to dealers' sales and servicing of the Defendants' vehicles;
- (t) the Defendants provide technical service bulletins, and messages to their dealers detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects;
- (u) the Defendants provide their dealers with specially trained service and repair consultants with whom dealers are required by the Defendants to consult when dealers are unable to correct a vehicle defect on their own;
- (v) the Defendants require Ford-brand vehicle owners to go to authorized Ford dealers to obtain servicing under the Defendants' warranties; and
- (w) Ford dealers are required to notify the Defendants whenever a vehicle is sold or put into warranty service.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on his own behalf and on behalf of Class Members, claims against the Defendants, Ford US and Ford Canada, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;
- (b) a declaration that the Defendants, Ford US and Ford Canada, were negligent in the manufacture and/or design of the Affected Class Vehicles equipped with a defective low-pressure fuel pump causing the Plaintiff and Class Members to suffer damages;
- (c) a declaration that the Defendants, Ford US and Ford Canada:
 - (i) breached their duty of care to the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages;

- (ii) breached express warranties as to the Affected Class Vehicles, and are consequently liable to the Plaintiff and Class Members for damages;
- (iii) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages pursuant to sections 18(a), (b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410 (“**SGA**”); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a), (b) and 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a), (b) and 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a), (b) and 50 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1458, 1725 and 1730 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q.-1991;
- (iv) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;
- (v) breached the duty to act in good faith and with honesty in representations and in the performance of obligations, pursuant to articles 6, 7, and 1375 of the *Civil Code of Québec*, C.Q.L.R., c C.C.Q.-1991; and
- (vi) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*,

C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; articles 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and are consequently liable to the Plaintiff and Class Members for damages;

- (d) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, S.N.B. 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1 and waiving any such applicable notice provisions;
- (e) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and article 272 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (f) an Order directing the Defendants, Ford US and Ford Canada, to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; section 93(1)(f) of

The Consumer Protection and Business Practices Act, S.S., 2013, c C-30.2; section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c B120; section 18(11) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;

- (g) a declaration that the Defendants, Ford US and Ford Canada, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 (“***Competition Act***”) and are consequently liable to the Plaintiff and Class Members for damages;
- (h) an Order enjoining the Defendants, Ford US and Ford Canada, from continuing their unlawful and unfair business practices as alleged herein;
- (i) a declaration that the Defendants, Ford US and Ford Canada, fraudulently concealed the Fuel Pump Defect in the Affected Class Vehicles from the Plaintiff and Class Members;
- (j) injunctive and/or declaratory relief requiring Defendants, Ford US and Ford Canada, to recall, repair and/or replace the defective low-pressure fuel pump equipped in the Affected Class Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;
- (k) an order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c.50 (“***CPA***”) directing an aggregate assessment of damages;
- (l) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;
- (m) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (n) special damages;

- (o) punitive damages;
- (p) costs of investigation pursuant to section 36 of the *Competition Act*;
- (q) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (r) such further and other relief as to this Honorable Court may seem just.

Part 3: LEGAL BASIS

A. Jurisdiction

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

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

A. Causes of Action

i. Negligence

1. The Defendant, Ford, at all material times, owed a duty of care to the Plaintiff and Class Members to provide a product that did not have a design and/or manufacturing defect. The Affected Class Vehicles equipped with the defective low-pressure fuel pump pose a real and substantial danger of harm or injury to Class Members, as a result of the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving.

2. The Defendant, Ford, as the designer, engineer, manufacturer, promoter, marketer and/or distributor of the Affected Class Vehicles and their counterparts, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected Class Vehicles and their component parts, including the low-pressure fuel pump, were reasonably safe in their operation.

3. At all material times, the Defendant, Ford, owed a duty of care to the Plaintiff and Class Members and breached that standard of care expected in the circumstances. It knew the low-pressure fuel pump equipped in the Affected Class Vehicles was defective and results in the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel, thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle. Despite such knowledge, the Defendant, Ford, continued to distribute, sell and/or lease Affected Class Vehicles equipped with the low-pressure fuel pump.

4. The Defendant, Ford, owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the low-pressure fuel pump equipped in the Affected Class Vehicles. The Defendant, Ford, had a duty to warn, or promptly warn, the Plaintiff and Class Members that the defective low-pressure fuel pump results in a loss of fuel pressure and flow to the engine, thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants, and which it failed to do.

5. The circumstances of the Defendant, Ford, being in the business of designing, manufacturing, distributing, selling, leasing and/or placing the Affected Class Vehicles and their component parts, including the Affected Class Vehicles' low-pressure fuel pump, into the Canadian stream of commerce are such that the Defendant, Ford, 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 designing, manufacturing, assembling, distributing and/or selling a product such as the Affected Class Vehicles equipped with the defective low-pressure fuel pump.

6. It was reasonably foreseeable that a failure by the Defendant, Ford, to design, manufacture and/or install a low-pressure fuel pump in the Affected Class Vehicles that supplied adequate fuel pressure and flow to the engine to maintain proper combustion and motive power, and thereafter to monitor the performance of the low-pressure fuel pump following market introduction, and take corrective measures when required, would lead to the Affected Class Vehicles being unable to accelerate when required and cause harm to the Plaintiff and Class Members and damage to the Affected Class Vehicles.

7. The Defendant, Ford, through its employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of a vehicle supplier, distributor and/or manufacturer in the circumstances in that:

- (a) it knew, or ought to have known, about the Fuel Pump Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and Class Members;
- (b) it designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, leased and/or sold vehicles equipped with a defective low-pressure fuel pump that resulted in loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel, thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm or injury to vehicle occupants;
- (c) it failed to timely warn the Plaintiff, Class Members and/or consumers about the Fuel Pump Defect in the Affected Class Vehicles;

- (d) it failed to change the design, manufacture, material and/or assembly of the low-pressure fuel pump equipped in the Affected Class Vehicles in a reasonable and timely manner;
- (e) it failed to properly inspect and test the defective low-pressure fuel equipped in the Affected Class Vehicles;
- (f) it knew, or ought to have known, about the Fuel Pump Defect in the Affected Class Vehicles but failed to disclose it;
- (g) it failed to timely issue and implement safety, repair and/or replacement recalls of the Affected Class Vehicles;
- (h) 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 to, or failed to promptly and/or properly, eliminate or correct the Fuel Pump Defect; and
- (i) it failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship, and/or quality of product which would reasonably be expected of them as an automobile supplier, distributor and/or manufacturer.

8. As a result of the Fuel System Defect in the Affected Class Vehicles by reason of the Defendant's, Ford's, negligence and its failure to disclose and/or adequately warn of the Fuel Pump 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. Each Class Member must expend the time to have his or her vehicle repaired and be without their vehicle for an indeterminate amount of time. The Defendant, Ford, 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 Fuel Pump Defect.

ii. Breach of Express Warranty

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

10. As an express warrantor, manufacturer, distributor, supplier and/or merchant, the Defendant, Ford, had certain obligations to conform the Affected Class Vehicles with the defective low-pressure fuel pump to its express warranties.

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

12. The Defendant, Ford, offers a "New Vehicle Limited Warranty" for three years or 60,000 kilometers, whichever occurs first. This warranty coverage includes the fuel system, low-pressure fuel pump, and other related component parts.

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

14. Under express warranties provided to Class Members, the Defendant, Ford, promised to repair or replace covered defective fuel system components arising out of defects in materials and/or workmanship, including the low-pressure fuel pump, at no cost to owners and/or lessees of the Affected Class Vehicles.

15. The Defendant, Ford, also marketed the Affected Class Vehicles as high quality, reliable, and safe vehicles and that the Defendant, Ford, would stand behind the quality of its products and promptly repair any defects. These statements helped conceal the existence of the Fuel Pump Defect and its corresponding safety risks from the Plaintiff and Class Members in order to shift the expense of repair or replacement of the Affected Class Vehicles' fuel system, low-pressure fuel pump, and other related component parts to the Plaintiff and Class Members.

16. Under the express warranties provided to the Plaintiff and Class Members, the Defendant, Ford, promised to repair or replace covered components arising out of defects in materials and/or workmanship, including the low-pressure fuel pump, at no cost to owners and/or lessees of Affected Class Vehicles and within a reasonable time. As alleged herein, the Defendant, Ford, breached its express warranties by concealing the Fuel Pump Defect throughout the warranty

period.

17. Class Members experienced the existence of the Fuel Pump Defect within the warranty periods but had no knowledge of the existence of the Fuel Pump Defect and associated safety risks, which were known and concealed by the Defendant, Ford. Despite the existence of the express warranties, the Defendant, Ford, failed to adequately inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with a defective low-pressure fuel pump and failed to provide a suitable repair or replacement of the fuel system, low-pressure fuel pump, and other related component parts, free of charge within a reasonable time.

18. The failure to provide a suitable repair or replacement of the defective low-pressure fuel pump constitutes futility of the warranty.

19. In addition, the low-pressure fuel pump is substantially certain to prematurely fail or malfunction.

20. The Defendant, Ford, breached its express warranty promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts it supplied.

21. The Defendant, Ford, has not suitably repaired or replaced the defective low-pressure fuel pump free of charge for the Plaintiff and Class Members despite the existence of the Fuel Pump Defect in Affected Class Vehicles at the time of sale and/or lease.

22. The Defendant, Ford, further breached its express warranties by selling and/or leasing the Affected Class Vehicles that were defective with respect to the fuel system, its component parts, workmanship, and manufacture.

23. Affected Class Vehicles were not of merchantable quality and were unfit for the ordinary purposes for which passenger vehicles are used because the fuel system, its component parts, including the low-pressure fuel did not perform as warranted.

24. The Plaintiff and Class Members had sufficient direct dealings with the Defendant, Ford, and its agents and/or its authorized dealerships, to establish privity of contract between the Defendant, Ford, on the one hand, and the Plaintiff and Class Members, on the other hand. Nonetheless, privity is not required here because the Plaintiff and each Class Member are intended

third-party beneficiaries of contracts between the Defendant, Ford, and its dealers, and specifically, of its warranties. The authorized dealers were not intended to be the ultimate users of the Affected Class Vehicles and have no rights under the warranty agreements provided with the Affected Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers of the Affected Class Vehicles only.

25. The Defendant, Ford, was provided notice of the Fuel Pump Defect by numerous consumer complaints made to its authorized dealers and through its own testing, affording the Defendant, Ford, a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here because the Defendant, Ford, has known of and concealed the Fuel Pump Defect and has failed to provide a suitable repair or replacement of the defective low-pressure fuel pump free of charge within a reasonable time.

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

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

28. The Defendant, Ford, knew that Affected Class Vehicles were inherently defective and did not conform to its warranties and the Plaintiff and Class Members were induced to purchase and/or lease Affected Class Vehicles under false and/or fraudulent pretenses.

29. Class Members experienced the existence of the Fuel Pump Defect within the warranty periods but had no knowledge of the existence of the Fuel Pump Defect, which was known and concealed by the Defendant, Ford. Despite the existence of express warranties, the Defendant, Ford, failed to inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with a defective low-pressure fuel pump during the warranty periods and/or wrongfully transferred the costs of repair or replacement of the low-pressure fuel pump to the Plaintiff and Class Members.

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

31. The Plaintiff and Class Members could not have reasonably discovered the Fuel Pump Defect.

32. As a direct and proximate result of the Defendant's, Ford's, breach of express warranties, the Plaintiff and Class Members have suffered damages.

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

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

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

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

Sale of Goods Act, R.S.N.W.T. 1988, c. S-2; and *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2, pursuant to its agency relationship with its authorized dealers, distributors, resellers, retailers and/or intermediaries.

36. The Defendant, Ford, is and was at all relevant times a seller with respect to Affected Class Vehicles equipped with the defective low-pressure fuel pump. The Defendant, Ford, directly sold and marketed vehicles equipped with the defective low-pressure fuel pump 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, Ford, knew that the Affected Class Vehicles equipped with the defective low-pressure fuel pump would and did pass unchanged from the authorized dealers to Class Members, with no modification to the fuel system.

37. The low-pressure fuel pump equipped in the Affected Class Vehicles is inherently defective as it results in the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

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

39. The Defendant, Ford, marketed, distributed, leased and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles

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

40. Affected Class Vehicles equipped with the low-pressure fuel pump were defective at the time they left the possession of the Defendant, Ford. The Defendant, Ford, knew of this defect at the time these transactions occurred. Thus, Affected Class Vehicles equipped with the defective low-pressure fuel pump, when sold and/or leased and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.

41. The Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles from the Defendant, Ford, 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, Ford, 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, Ford, 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, Ford, and its resellers, authorized dealers and/or distributors and, specifically, of the Defendant's Ford's, implied warranties.

42. The Defendant's, Ford's, resellers, authorized dealers and/or distributors are intermediaries between the Defendant, Ford, 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, Ford, with respect to the Plaintiff's and Class Members' acquisition of the Affected Class Vehicles. The Defendant's, Ford's, warranties were designed to influence consumers who purchased and/or leased the Affected Class Vehicles.

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

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

45. The Defendant, Ford, knew about the Fuel Pump Defect in the Affected Class Vehicles, allowing it to cure its breach of warranty if it chose to do so.

46. At all times that the Defendant, Ford, warranted, leased and/or sold its Affected Class Vehicles, it knew or should have known that its warranties were false and yet it did not disclose the truth or stop manufacturing or selling its Affected Class Vehicles and, instead, continued to issue false warranties and continued to insist the products were safe. The Affected Class Vehicles were defective when the Defendant, Ford, delivered them to its resellers, authorized dealers and/or distributors which leased and/or sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and Class Members.

47. The Defendant's, Ford's, attempt to disclaim or limit the implied warranty of merchantability *vis-à-vis* the Plaintiff, Class Members and/or consumers is unconscionable and unenforceable. Specifically, the Defendant's, Ford'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 Fuel Pump Defect in the Affected Class Vehicles. The time limits contained in the Defendant's, Ford'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, Ford. A gross disparity in bargaining power existed between the Defendant, Ford, and the Plaintiff and Class Members, and the Defendant, Ford, knew that the Affected Class Vehicles were equipped with a defective low-pressure fuel pump that results in loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

48. The Plaintiff and Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of the Defendant's, Ford's, conduct alleged herein. Affording the Defendant, Ford, a reasonable

opportunity to cure its breach of written warranties, therefore, would be unnecessary and futile.

49. As a direct and proximate result of the Defendant's, Ford'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 Fuel Pump Defect in the Affected Class Vehicles pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; section 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; section 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; section 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; section 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; section 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; section 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; section 60 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; section 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2.

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

50. 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.

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

52. 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"**.

53. 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"**.

54. 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”**.

55. The Defendant, Ford, 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: (1) supplying goods to a consumer, or (2) 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, Ford, is the vehicle supplier and/or manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including Class Members in British Columbia. At all relevant times, the Defendant, Ford, 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, Ford.

56. By failing to disclose and actively concealing the Fuel Pump Defect in the Affected Class Vehicles, the Defendant, Ford, 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, Ford, knew that the Affected Class Vehicles equipped with a low-pressure fuel pump that results in loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles’ engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants. The Defendant, Ford, made misleading statements or omissions concerning the Fuel Pump Defect, but yet failed to adequately warn consumers.

57. As alleged herein, the Defendant, Ford, made misleading representations and omissions concerning the safety, reliability, and durability of the Affected Class Vehicles.

58. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant’s, Ford’s, failure to disclose its knowledge of the Fuel Pump Defect and associated safety risks.

59. In particular, the Defendant, Ford, 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 low-pressure fuel pump that results in the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants, and ending in a costly repair and/or replacement process that the Defendant, Ford, will not cover, as follows:

- (a) failing to disclose that the Affected Class Vehicles equipped with the defective low-pressure fuel pump 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 Fuel Pump Defect;
- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the defective low-pressure fuel pump, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a real and substantial danger or harm to occupants of the Affected Class Vehicles;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the defective low-pressure fuel pump in the Affected Class Vehicles to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, Ford, possessed exclusive knowledge of the inherent defect in the low-pressure fuel pump 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 low-pressure fuel pump equipped in the Affected Class Vehicles was defective, even though the Defendant, Ford, knew about the Fuel Pump Defect; and
- (f) representing that the Fuel Pump Defect in the Affected Class Vehicles would be covered under its warranty program.

60. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant's, Ford's, failure to disclose its exclusive knowledge that the defective low-pressure fuel pump resulted in the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

61. By failing to disclose and actively concealing the Fuel Pump Defect, the Defendant, Ford, 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"**.

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

- (a) publishing Owners' Manuals that made materially misleading omissions as to claims of safety, high quality and dependability but which uniformly omitted any warning to consumers that the Affected Class Vehicles were equipped with a defective low-pressure fuel system that results in loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants;
- (b) advertisements which uniformly omitted any information about the Fuel Pump Defect, and which misled consumers into believing that the Affected Class Vehicles' fuel system, low-pressure fuel pump, and other related component parts would function properly; and
- (c) emphasizing and extolling in brochures and press releases that the Affected Class Vehicles were safe, dependable, of the highest quality and with exceptional capability.

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

64. In purchasing and/or leasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendant’s, Ford’s, failure to disclose its exclusive knowledge of the Fuel Pump Defect and/or its representations made as to the safety, reliability, and durability of the Affected Class Vehicles in its sales brochure materials, manuals, press releases and/or websites.

65. The Defendant, Ford, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Fuel Pump Defect, with an intent to mislead Class Members.

66. In purchasing and/or leasing the Affected Class Vehicles, Class Members were deceived by the Defendant’s, Ford’s, failure to disclose its knowledge of the Fuel Pump Defect and associated safety risks.

67. Class Members had no way of knowing of the Defendant’s, Ford’s, representations were false, misleading and incomplete or knowing the true nature of the Fuel Pump Defect in the Affected Class Vehicles. As alleged herein, the Defendant, Ford, engaged in a pattern of deception in the face of a known defect in the Affected Class Vehicles. Class Members did not, and could not, unravel the Defendant’s, Ford’s, deception on their own.

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

69. The Defendant, Ford, owed Class Members a duty to disclose the truth about the Fuel Pump Defect in the Affected Class Vehicles as it created serious safety risks and the Defendant, Ford:

- (a) possessed exclusive knowledge of the Fuel Pump 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 were equipped with a defective low-pressure fuel pump.

70. The Defendant, Ford, had a duty to disclose that the low-pressure fuel pump equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety risk and Class Members relied on the Defendant’s, Ford’s, material misrepresentations and omissions regarding the Affected Class Vehicles and the Fuel Pump Defect.

71. The Defendant’s, Ford’s, conduct proximately caused injuries to Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.

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

73. The Defendant’s, Ford’s, violations cause continuing injuries to Class Members. The Defendant’s, Ford’s, unlawful acts and practices complained of herein affect the public interest.

74. The Defendant, Ford, knew of the defective low-pressure fuel pump equipped in the

Affected Class Vehicles and which were materially compromised by the Fuel Pump Defect.

75. The facts concealed and omitted by the Defendant, Ford, 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 fuel system, low-pressure fuel pump, and other related component parts 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.

76. Class Members' injuries were directly or proximately caused by the Defendant's, Ford's, unlawful and deceptive business practices.

77. As a result of the Defendant's, Ford'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, Ford, 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"**.

78. Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule "A"**, as a result of the Defendant's, Ford's, failure to disclose and/or actively conceal the Fuel Pump Defect from Class Members in British Columbia and its misrepresentations as to safety, reliability, and durability of the Affected Class Vehicles.

v. Breach of the *Competition Act*

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

80. By making representations to the public as to the safety, reliability, and durability of the Affected Class Vehicles, the Defendant, Ford, 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 the safety, reliability, and durability 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; and
- (c) were false and misleading in a material respect.

81. At all relevant times, the Defendant, Ford, 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, Ford, 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, Ford.

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

83. The Fuel Pump Defect in the Affected Class Vehicles constitutes a serious safety issue. The Defendant, Ford, knew that the Affected Class Vehicles equipped with the defective low-pressure fuel pump that results in the loss of fuel pressure and flow significantly hindering the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants, which triggered the Defendant's, Ford's, duty to disclose the safety issue to consumers.

84. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Fuel Pump Defect and suppressing other material facts from the Plaintiff and Class

Members, the Defendant, Ford, breached its duty to disclose these facts, violated the Competition Act and caused damage to the Plaintiff and Class Members. The Defendant's, Ford'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.

85. Further, the Plaintiff and Class Members relied upon the Defendant's Ford's, misrepresentations as to safety, reliability, and durability 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.

86. 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

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

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

89. The Defendant, Ford, knew (at the time of sale and thereafter) as a result of pre-release testing that Affected Class Vehicles incorporated the Fuel Pump Defect, concealed the Fuel Pump Defect and never intended to repair or replace the fuel system, low-pressure fuel pump, and other related component parts of the Affected Class Vehicles during the warranty periods. To date, the Defendant, Ford, has not provided Class Members with an adequate repair and/or remedy for the Fuel Pump Defect.

90. The Defendant, Ford, owed a duty to disclose the Fuel Pump Defect and its corresponding safety risks to the Plaintiff and Class Members because the Defendant, Ford, possessed superior and exclusive knowledge concerning the Fuel Pump Defect. The Defendant,

Ford, had a duty to disclose any information relating to the safety, reliability, and durability of the Affected Class Vehicles, because it consistently marketed Affected Class Vehicles as safe.

91. As the Defendant, Ford, made representations to the public concerning the safety, reliability, and durability of the Affected Class Vehicles, it was under a duty to disclose the omitted facts as to the Fuel Pump Defect. Rather than disclose the Fuel Pump Defect, the Defendant, Ford, intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Affected Class Vehicles and the presence of the Fuel Pump Defect and corresponding safety risks, to sell additional Affected Class Vehicles and avoid the cost of repair or replacement of the fuel system, low-pressure fuel pump, and related component parts of the Affected Class Vehicles.

92. No reasonable consumer expects a vehicle to contain a concealed defect in manufacture, materials, or workmanship, such as the Fuel Pump Defect, that will lead to thousands of dollars in repair or replacement costs.

93. The Defendant, Ford, intended to conceal the material facts concerning the Fuel Pump Defect with the intent to deceive. This intent was manifested by Defendant, Ford, concealing the Fuel Pump Defect from prospective purchasers, owners and/or lessees during the warranty period by delaying the issuance of a recall, which is inadequate to provide a remedy and/or fix for the Fuel Pump Defect. The Defendant, Ford, benefitted by concealing the Fuel Pump Defect in that it could charge a higher price premium by concealing the information and were therefore motivated to do so.

94. The Plaintiff and Class Members would not have purchased and/or leased the Affected Class Vehicles but for the Defendant's, Ford's, omissions and concealment of material facts concerning the nature and quality of Affected Class Vehicles and existence of the Fuel Pump Defect and corresponding safety risks or would have paid less for the Affected Class Vehicles. The Defendant, Ford, knew its concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts. The Defendant, Ford, knew its concealment and suppression of the Fuel Pump Defect would sell more Affected Class Vehicles and would discourage the Plaintiff and Class Members from seeking replacement or repair of the fuel system, low-pressure fuel pump, and other related component parts, during the applicable

warranty periods. The Defendant, Ford, intended to induce the Plaintiff and Class Members into purchasing and/or leasing the Affected Class Vehicles and to discourage them from seeking replacement or repair of the Fuel Pump Defect in order to decrease costs and increase profits.

95. The Defendant, Ford, acted with malice, oppression, and fraud.

96. The Plaintiff and Class Members reasonably relied upon the Defendant's, Ford's, knowing concealment and omissions. As a direct and proximate result of the Defendant's, Ford's, omissions and active concealment of material facts concerning the fuel system, low-pressure fuel pump, and other related component parts of the Affected Class Vehicles.

97. As a result of the Fuel Pump Defect and associated safety risks, the Plaintiff and Class Members suffered actual damages in an amount to be determined at trial.

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

98. The Plaintiff and Class Members had no way of knowing about the Fuel Pump Defect in the Affected Class Vehicles. The Defendant, Ford, concealed its knowledge of the Fuel Pump Defect while continuing to market, sell and/or lease, the Affected Class Vehicles.

99. 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, Ford, was concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles, in particular the Fuel Pump Defect.

100. 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 low-pressure fuel pump equipped in the Affected Class Vehicles.

101. 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.

102. Further, due to Defendant's, Ford's, knowledge and active concealment of the Fuel

Pump Defect throughout the time period relevant to this proposed class proceeding, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in **Schedule “B”** has been tolled.

103. Instead of publicly disclosing the Fuel Pump Defect in the Affected Class Vehicles, the Defendant, Ford, kept the Plaintiff and Class Members in the dark as to the Fuel Pump Defect and the serious safety risks it presented.

104. The Defendant, Ford, was under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Fuel Pump Defect in the Affected Class Vehicles.

105. The Defendant, Ford, knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, high quality, character and safety of the Affected Class Vehicles.

106. As such, the Defendant, Ford, 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.

Schedule “A”
Consumer Protection Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Consumer Protection Act</i> , R.S.A. 2000, c. C-26.3 “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)

Province or Territory	Legislation
Manitoba	<p><i>Consumer Protection Act</i>, C.C.S.M. 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>
New Brunswick	<p><i>Consumer Product Warranty and Liability Act</i>, SNB 1978, c. C-18.1</p> <p>“Consumer Product” - Section 1(1); “Buyer” - Section 1(1); “Contract for the sale or supply of a consumer product” - Section 1(1); and “Seller” - Section 1(1);</p> <p><i>Consumer Protection Act</i>, SNB 2024, c1</p> <p>“Consumer” – Section 1; “Consumer Agreement” – Section 1; “Consumer Transaction” – Section 1; and “Unfair Practices” – Part 2, Section 10</p>
Newfoundland and Labrador	<p><i>Consumer Protection and Business Practices Act</i>, S.N.L., 2009, c C-31.1</p> <p>“Consumer” – Section 2; “Consumer Transaction” – Section 2; and “Unfair Business Practices” – Section 7</p>
Ontario	<p><i>Consumer Protection Act</i>, 2002, S.O. 2002, c. 30, Sch. A</p> <p>“Goods” - Section 1; “Consumer” - Section 1; “Supplier” - Section 1; “Unfair Practices”- Sections 14(1) and (2); Statutory Remedies - Sections 18(1) and (2); and Waiver of Notice - Sections 18(3) and (15)</p>

Province or Territory	Legislation
Prince Edward Island	<i>Business Practices Act</i> , R.S.P.E.I. 1988, c B-7 “Consumer” - Section 1; “Consumer Representation” - Section 1; and “Unfair Practices”- Section 2 and Section 3
Québec	<i>Consumer Protection Act</i> , C.Q.L.R. c. P-40.1 “Goods” - Article 1(d); “Consumer” - Article 1(e); “Manufacturer” - Article 1(g); and “Merchant” - Article 1
Saskatchewan	<i>The Consumer Protection and Business Practices Act</i> , S.S. 2014, c. C-30.2 “Goods” - Section 2(e); “Consumer” - Section 2(b); “Supplier” - Section 2(i); “Unfair Practices” - Sections 6 and 7; and Statutory Remedies - Section 93

Schedule “B”
Limitation Period Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Limitations Act</i> , R.S.A. 2000, c. L-12
Manitoba	<i>The Limitation of Actions Act</i> , C.C.S.M. c. L150
New Brunswick	<i>Limitation of Actions Act</i> , S.N.B. 2009, c. L-8.5
Newfoundland and Labrador	<i>Limitations Act</i> , S.N.L. 1995, c. L-16.1
Northwest Territories	<i>Limitation of Actions Act</i> , R.S.N.W.T. 1988, c. L-8
Nova Scotia	<i>Limitation of Actions Act</i> , S.N.S. 2014, c. 35
Nunavut	<i>Limitation of Actions Act</i> , R.S.N.W.T. (Nu) 1988, c. L-8
Ontario	<i>Limitations Act</i> , 2002, S.O. 2002, c. 24, Sch. B
Prince Edward Island	<i>Statute of Limitations</i> , R.S.P.E.I. 1988, c. S-7

Province or Territory	Legislation
Québec	<i>Civil Code of Québec</i> , C.Q.L.R., c. C-1991, arts. 2925-2930
Saskatchewan	<i>The Limitations Act</i> , S.S. 2004, c. L-16.1
Yukon	<i>Limitation of Actions Act</i> , R.S.Y. 2002, c. 139

Plaintiff's(s') address for service:

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

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

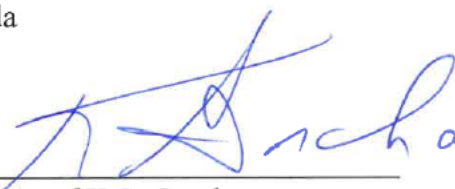
Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: July 31, 2025



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

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

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

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

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed auto defect liability multi-jurisdictional class proceeding involves certain model year Ford vehicles engineered, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, Ford Motor Company and Ford Motor Company of Canada, Limited/Ford du Canada Limitée, in Canada, including the Province of British Columbia, equipped with a low-pressure fuel pump containing one or more design and/or manufacturing defects. In particular, the low-pressure fuel pump was manufactured with internal clearances between moving components that were below supplier specifications thereby causing excessive internal friction resulting in: (1) accelerated wear of internal components and consequent metal and/or plastic contamination of the jet pump, especially under low fuel conditions; and/or (2) increased ambient temperature within the fuel tank that heightens the risk of vapor lock, all of which results in loss of fuel pressure and flow from the low-pressure fuel pump, significantly hinders the ability of the Affected Class Vehicles' engine to receive fuel thereby creating the risk of engine stalling and/or failure while driving, which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

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

A dispute concerning:

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

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws

- ☐ none of the above
- ☐ do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7, *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31; *Consumer Protection Act*, C.Q.L.R. c. P-40.1
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ;*Sale of Goods Act*, RSNS 1989, c. 408; *Sale of Goods Act*, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2; and *Consumer Protection Act*, CQLR c. P-40.1
5. *Motor Vehicle Safety Act* , R.S.C. 1993, c.16
6. 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*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; and *Civil Code of Quebec*, C.Q.L.R., c. C-1991, art. 2908