



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued
Délivré par voie électronique : 07-Dec-2020
London

MARK SHARPE

Plaintiff

and

FCA CANADA INC. and FCA US LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date December 7, 2020

Issued by _____
Local Registrar

Address of court office: London Courthouse
80 Dundas Street
London, ON N6A 6A3

TO: FCA CANADA INC.
1 Riverside Drive West
Windsor, Ontario N9A 5K3
Canada

TO: FIAT CHRYSLER AUTOMOBILES, a/k/a FCA US LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766
United States of America

CLAIM

DEFINED TERMS

1. The following definitions apply for the purposes of this Statement of Claim.
 - (a) **“Affected Vehicles”** means all model year 2014-2019 Dodge Ram 1500 and 1500 Classic vehicles designed, developed, manufactured, marketed, distributed, leased, and/or sold by the Defendants and equipped with the **Engine**;
 - (b) **“Class”** and/or **“Class Members”** means all persons, corporations or other entities resident in Canada who are current and/or former owners and/or lessees of an **Affected Vehicle**;
 - (c) **“EGR”** means Exhaust Gas Recirculation.
 - (d) **“Engine”** and/or **“Engines”** means the 3.0 litre EcoDiesel engine containing **EGR** coolers designed, developed and manufactured by VM Motori, an Italian diesel engine manufacturer that has been owned by the Defendants since 2013;
 - (e) **“FCA”** means FCA US LLC;
 - (f) **“FCA Canada”** means FCA Canada Inc.;
 - (g) **“Mr. Sharpe”** means the Plaintiff, Mark Sharpe;
 - (h) **“EGR Cooler Defect”** means the latent design and/or manufacturing defects in the **Affected Vehicles** that cause their **Engines’** EGR coolers to be susceptible to thermal fatigue, leading the EGR coolers to crack internally over time and leak

coolant, which can cause combustion within the intake manifold and lead to engine compartment fire and/or a sudden loss of power

RELIEF CLAIMED

2. The Plaintiff, Mr. Sharpe, on his own behalf and on behalf of all Class Members, seeks:

- (a) an order certifying this action as a class proceeding and appointing him as the representative plaintiff of the Class pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6;
- (b) a declaration that the Defendants, or any of them, were negligent in the design, research, development, testing, manufacturing, marketing, advertisement, promotion, distribution, warning, sale, leasing, warranting, servicing, and/or repair of the Affected Vehicles;
- (c) a declaration that the Defendants, or any of them, are vicariously liable for the acts and omissions of their officers, directors, agents, employees, and representatives;
- (d) a declaration that the Defendants, or any of them, breached the express warranties for the Affected Vehicles;
- (e) a declaration that the Defendants, or any of them, breached the implied warranties for the Affected Vehicles contrary to Part II of the *Consumer Protection Act, 2002*, SO 2002, c 30, Schedule A, the parallel provisions of the consumer protection legislation in other Canadian provinces as described in Appendix 1 hereto, the *Sale of Goods Act*, RSO 1990, c S 1, and the parallel provisions of the

sale of goods legislation in other Canadian provinces as described in Appendix 2 hereto;

- (f) a declaration that the Defendants, or any of them, breached the *Competition Act*, RSC 1985, c. C-34 and are consequently liable to Mr. Sharpe and the Class Members for damages;
- (g) a declaration that the Defendants, or any of them, breached the *Motor Vehicle Safety Act*, SC 1993, c 16, by failing to provide notice of the EGR Cooler Defect to Mr. Sharpe and the Class Members;
- (h) a declaration that the Affected Vehicles contain the EGR Cooler Defect;
- (i) a declaration that the Defendants breached their duty of care to the Plaintiff and Class Members;
- (j) a declaration that the Defendants fraudulently concealed material information from the Plaintiff and Class Members as to the Affected Vehicles;
- (k) a declaration that the Defendants, or any of them, were unjustly enriched at the expense of Class Members;
- (l) an order enjoining the Defendants from continuing their unlawful, unfair and fraudulent business practices as alleged herein;
- (m) injunctive and/or declaratory relief requiring the Defendants to recall, repair, replace and/or buy back all Affected Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;

- (n) general damages, including actual, compensatory, incidental, statutory, and consequential damages;
- (o) special damages;
- (p) punitive damages;
- (q) disgorgement of the Defendants' profits and other equitable relief;
- (r) a reference to decide any issues not decided at the trial of the common issues;
- (s) costs of administration and notice, plus applicable taxes, pursuant to s 26(9) of the *Class Proceedings Act, 1992*;
- (t) costs of this action pursuant to the *Class Proceedings Act, 1992*, the *Courts of Justice Act*, and the *Rules of Civil Procedure*, RRO 1990, Reg 194;
- (u) costs of investigation pursuant to s 36 of the *Competition Act*, RSC 1985, c. C-34;
- (v) prejudgment interest compounded and post-judgment interest in accordance with ss 128 and 129 of the *Courts of Justice Act*, RSO 1990, c C43, as amended; and
- (w) such further and other relief as to this Honourable Court may deem just.

THE PARTIES

The Plaintiff and the Class

3. Mr. Sharpe is an individual residing in Ariss, Ontario. He currently owns a 2016 Dodge Ram 1500 equipped with the Engine.

4. In or about August 2020, Mr. Sharpe purchased his Vehicle privately from the previous owner. He purchased this vehicle for use on his horse farm, for the purposes of transporting his and other boarder's horses, as well as other farm-related tasks. He also uses the vehicle for family/household and personal purposes.
5. Shortly after purchasing his vehicle, Mr. Sharpe became aware of the EGR Cooler Defect affecting his vehicle through media reports.
6. In November 2020, Mr. Sharpe contacted the previous owner from whom he purchased the vehicle, to inquire about the EGR Cooler Defect. He was advised that a new, (but still defective) EGR Cooler had been installed in the vehicle, prior to his acquisition of it.
7. Mr. Sharpe, concerned for his safety because of the fire-risks posed by the EGR Cooler Defect, purchased a fire-extinguisher and keeps it in his vehicle, accessible to the driver.
8. Neither the Defendants nor any of their agents, affiliates, predecessors, or subsidiaries informed Mr. Sharpe of the existence of the latent EGR Cooler Defect prior to or subsequent to his purchase of the Affected Vehicle. Had Mr. Sharpe known of the latent EGR Cooler Defect at the time of purchase, he would not have purchased the vehicle or would have paid substantially less to purchase the vehicle.
9. Mr. Sharpe seeks to represent the following Class of which he is a member:

All persons, corporations or other entities resident in Canada who are current and/or former owners and/or lessees of an Affected Vehicle.

The Defendants

10. The Defendant FCA Canada is a corporation incorporated pursuant to the laws of Canada, with its registered office located in Windsor, Ontario. FCA Canada is and was at all material times a wholly-owned subsidiary of FCA.
11. FCA Canada imports into Canada for sale or lease newly manufactured FCA vehicles, including those of the Affected Vehicles that are not manufactured in Canada, and is responsible for ensuring that those vehicles' designs are compliant with the regulations for import into Canada.
12. FCA Canada sells, leases, services and repairs the Affected Vehicles in Canada through its network of dealers who are its agents. Money received by a dealer from the purchase or lease of a FCA vehicle flows from the dealer to the Defendants.
13. FCA Canada administers the warranties for all Affected Vehicles sold in Canada, representing that they are, *inter alia*, free of defects in material and workmanship.
14. The Defendant FCA is a limited liability corporation organized and existing under the laws of Delaware with its principal place of business located in Auburn Hills, Michigan. FCA controls and directs FCA Canada with respect to virtually all aspects of the Affected Vehicles.
15. The Defendants operated and continue to operate as an integrated unit and are collectively responsible for the design, research, development, testing, manufacture, production, supply, distribution, marketing, leasing and sale of thousands of the Affected Vehicles to residents of Canada. They prepared and participated in the development of

the owner's manuals, warranty booklets, and maintenance recommendations and/or schedules for the Affected Vehicles and continue to provide service and maintenance for the Affected Vehicles through their extensive network of authorized dealers and service providers.

THE FACTS

The Importance of The EGR Cooler

16. Since 2002, diesel engines have utilized cooled EGR so as to meet governmental regulatory nitrogen vehicle emission standards pursuant to the *Canadian Environmental Protection Act, 1999*, SC, c.33 in Canada and the Clean Air Act, 42 U.S.C. § 7521 et seq (1970) in the United States of America.
17. The EGR system in the Affected Vehicles works by recirculating a portion of an engine's exhaust gas back to the engine cylinders. As such, this dilutes the oxygen in the incoming air stream and provides gases inert to combustion to act as absorbents of combustion heat to reduce peak in-cylinder temperatures.
18. A key component of the EGR system is the EGR cooler. This component is used to lower the temperature of the exhaust gases that are recirculated by the EGR system. The EGR cooler is constantly subjected to high heat.

The Nature of this Action

19. This action concerns the negligent and dangerous design, testing, manufacturing, marketing, distribution, sale, leasing, servicing, and repair of the Affected Vehicles by the Defendants.

20. The Affected Vehicles' Engines contain EGR coolers that are unreasonably fragile in design and/or manufacture as they are subject to internal cracking due to thermal fatigue. This cracking is catastrophic as it can introduce pre-heated vaporized coolant into the vehicle's EGR system. As such, this can result in combustion within the intake manifold, leading to engine compartment fire and/or sudden loss of power. This inherent defect is present in each of the Affected Vehicles.
21. Prior to purchasing the Affected Vehicles, Mr. Sharpe and the Class Members did not know that the Affected Vehicles suffered from the EGR Cooler Defect. Mr. Sharpe and the Class Members therefore did not contemplate that the Affected Vehicles would require repairs to address damage caused by the EGR Cooler Defect costing hundreds to thousands of dollars.
22. Due to the EGR Cooler Defect, all of the Affected Vehicles have suffered, and will continue to suffer, premature wear down and cracking of the EGR cooler, ongoing coolant leaks, pre-heated vaporized coolant in the EGR system, overheating of the engine, and corresponding engine damage.

The EGR Cooler Defect is Dangerous and Life-Threatening

23. In addition to causing engine and EGR system damage, as described above, the EGR Cooler Defect presents a significant risk of personal injury and/or property damage, as well as dangerous and life-threatening safety hazards to the Class Members, occupants of the Affected Vehicles, and other members of the Canadian public.

24. With a cracked EGR cooler, pre-heated vaporized coolant can be introduced into the vehicle's EGR system, resulting in combustion within the Engine's intake manifold, leading to an engine compartment fire.
25. As a result of combustion within the Engine's intake manifold, the Affected Vehicle's Engine may also seize and unexpectedly and suddenly stall, shut down, lose power or experience catastrophic engine failure. This engine stalling, unanticipated engine shutdown, unexpected and sudden loss of power and/or catastrophic engine failure occur while the Affected Vehicle is in operation, at any time and under any driving conditions and/or speed. It could cause a collision or leave Class Members and occupants of the Affected Vehicles stranded in an unsafe situation.
26. Numerous current and former owners and lessees of the Affected Vehicles, have experienced engine stalling, unanticipated engine shutdown, unexpected and sudden loss of power, catastrophic engine failure, and/or engine compartment fires while operating the Affected Vehicles, placing them and those around them in immediate danger.

The Defendants Knew That the EGR Cooler in the Affected Vehicles Was Susceptible to Cracking From Numerous Sources

27. The Affected Vehicles contain a defective EGR cooler which was an internal, hidden component part in the Affected Vehicles. Mr. Sharpe and Class Members did not have reason to know at the time of purchase and/or lease that this internal component of the Affected Vehicles was devastatingly defective to the entire engine system until at least October 2019 when the Defendants announced a recall.

28. However, the Defendants knew or ought to have known that the Affected Vehicles were compromised and presented an unreasonable safety risk to vehicle occupants due to the risk of fire and catastrophic engine failure.
29. By design, EGR coolers are vehicle parts that are put under tremendous pressure from heat and need to reliably manage thermal loads.
30. As a result thereof, the Defendants were aware, at least as early as 2014, if not earlier, that the top concern when designing EGR coolers was thermal fatigue, which can cause EGR coolers to crack and lose coolant and/or result in engine overheating. The Defendants were aware of this tendency because:
 - (a) they had vehicles presented to them for fixes and fires due to cracked EGR coolers;
 - (b) thermal fatigue design issues in EGR coolers were well-known within the automobile industry;
 - (c) cracks in EGR coolers had developed in other vehicles of the Defendants;
 - (d) there were complaints on Dodge Ram online forum blogs and to the United States National Highway Transportation Safety Administration (“NHTSA”), an American government regulator, monitored by the Defendants as to the EGR Cooler Defect; and
 - (e) another vehicle manufacturer had announced an EGR cooler defect recall due to a similar issue.

31. In particular, the Defendants were aware of the following as to EGR coolers:
- (a) thermal fatigue was a cause of leaking in EGR coolers induced by the expansion and contraction of the components as the hot exhaust gas flows through the cooler;
 - (b) coolant leaks were not visible externally;
 - (c) excessive coolant consumption without external leaks was a strong indicator of an EGR cooler with an internal leak;
 - (d) corrosion resistant material was considered to improve the performance of EGR coolers and that thermal stress produced by the temperature difference between exhaust gas and coolant was a significant factor from the point of safety operation; and
 - (e) due to the risk of progressive harm to the engine, including the turbocharger and exhaust after treatment devices, the ability to estimate EGR cooler thermal fatigue prior to production launch was essential so as to meet reliability and customer requirements.
32. The Defendants were also aware since at least 2016 of smoke and engine fire in vehicles caused by the EGR cooler and of vehicles leaking coolant and cracked EGR coolers being presented to their authorized dealerships for service. By 2017 authorized dealerships of the Defendants were diagnosing vehicles with faulty EGR coolers and that parts used at the time to replace the EGR coolers were on a national back order. In 2018, the Defendants were also aware of the EGR Cooler Defect when another vehicle

manufacturer, BMW, announced a recall of EGR coolers in certain models of its vehicles due to fire risk. The BMW recall, like the Defendants' recall, was based on the admission that cooling fluid could leak and melt the intake manifold, increasing the risk of engine fire and/or a sudden loss of power.

Investigation and EGR Cooler Recall

33. Despite the Defendants' knowledge as early as 2014 of the tendency of EGR coolers to crack due to thermal fatigue and the need to implement design features to mitigate this risk, it was not until May 22, 2019 that the Defendants' Vehicle Safety and Regulatory Compliance organization opened an investigation into the matter.
34. At the time of the investigation, the Defendants were aware of engine compartment fires in the Affected Vehicles.
35. The Defendants' investigation determined that a number of Affected Class Vehicle fires reported to them had originated in the general vicinity of the centre of the engine compartment. The Affected Vehicles inspected and examined by the Defendants showed holes in the intake manifold.
36. By October 11, 2019, the Defendants were aware of injuries related to EGR cooler failures, 61 field reports related to EGR cooler failure, 1,289 computerized accident incident reports, and a total of 8,909 EGR cooler warranty replacements reports.
37. On October 24, 2019, the Defendants submitted a Part 573 Safety Recall Report to NHTSA voluntarily recalling 107,979 Affected Vehicles equipped with the Engine containing the EGR Cooler Defect, which described the EGR Cooler Defects as follows:

“Description of the Defect: Thermal fatigue may cause the cooler to crack internally over time. An EGR cooler with an internal crack will introduce pre-heated, vaporized coolant to the EGR system while the engine is running. In certain circumstances, this mixture interacts with other hydrocarbons and air in the system, potentially resulting in combustion within the intake manifold, which may lead to a vehicle fire.”

38. The Defendants further described the safety risk arising from the EGR Cooler Defect in the NHTSA Part 573 Safety Recall Report as follows:

“Description of the Safety Risk: A vehicle fire may increase the risk of injury to occupants and persons outside of the vehicle, as well as property damage.”

39. The Defendants further indicated in the NHTSA Part 573 Safety Recall Report that a fix or remedy for the EGR Cooler Defect was not available at the time but was under development.
40. On October 25, 2019, a similar Transport Canada recall of 50,259 Affected Vehicles equipped with the Engine containing the EGR Cooler Defect was initiated in Canada, which stated the following:

“Issue:

On certain trucks equipped with a 3.0-L EcoDiesel engine, the exhaust gas recirculation (EGR) cooler could crack internally and

leak. If this happens, a driver may notice a low coolant level or heater that does not work properly.

Safety Risk:

A cracked EGR cooler could create the risk of an engine fire.

Corrective Actions:

FCA Canada will notify owners by mail and instruct you to take your vehicle to a dealer to replace the EGR cooler. Dealers will also inspect intake manifold and replace it as necessary.”

41. The Defendants updated the NHTSA Part 573 Safety Recall Report on October 31, 2019, November 14, 2019, February 25, 2020, April 2, 2020, April 21, 2020, and June 11, 2020 pertaining to the EGR Cooler Defect and possible fix. Similarly, the Defendants updated the Transport Canada recall on February 25, 2020.

The Defendants Failed to Provide a Timely Fix for the EGR Cooler Defect

42. At the time of the recall, the Defendants represented that all owners and/or lessees of the Affected Vehicles would have the EGR cooler replaced with a new EGR cooler that was not susceptible to thermal fatigue.
43. While some impacted owners and/or lessees of the Affected Vehicles received a fix, a significant number of owners and/or lessees of the Affected Vehicles have been left with no recourse for the EGR Cooler Defect which renders their vehicles unsafe and presents an unreasonable risk to vehicle occupant safety, and no option for returning their vehicles.

1. The Defendants notified their authorized dealerships that a fix was available for the 2014–2016 model year Affected Vehicles and notified owners and/or lessees of the Affected Vehicles that “it is extremely important to take steps to repair your vehicle to ensure the safety of you and your passengers.” Despite a phased notice mail campaign for the fix, owners and/or lessees of these model year Affected Vehicles are still routinely being told a fix is not available as set forth in the following sample complaints found on the NHTSA website, <http://www-odi.nhtsa.dot.gov/complaints> (spelling and grammar mistakes remain as found in the original complaint):

NHTSA ID Number: 11331819

Incident Date June 30, 2020

Consumer Location HARLINGEN, TX

Vehicle Identification Number 1C6RR6LM7GS*****

TL* THE CONTACT OWNS A 2016 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. BERT OGDEN CHRYSLER DODGE JEEP RAM (8421 W. EXPY 83, HARLINGEN, TX 78552, (956) 335-3018) WAS CONTACTED AND CONFIRMED THAT PARTS WERE NOT AVAILABLE FOR THE RECALL REPAIR. THE MANUFACTURER WAS

NOT NOTIFIED OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.

NHTSA ID Number: 11330406

Incident Date June 22, 2020

Consumer Location SAN JOSE, CA

Vehicle Identification Number 3C6JR7DM3EG****

RECEIVED RECALL NOTICE VB1 TO REPLACE EGR COOLER THAT MAY CAUSE ENGINE FIRE. THE RECALL SAYS THAT PARTS ARE AVAILABLE. I CONTACTED 2 DEALER AND HAD CHAT WITH FCA DIRECTLY. ALL OF THEM TOLD ME THAT PARTS ARE NOT AVAILABLE. NEITHER DEALER WOULD GIVE ME AN APPOINTMENT DATE AND SAID THAT THERE WERE MANY AHEAD OF ME. FCA SAID THAT PARTS ARE ALLOCATED AT 1 SET OF PARTS PER DEALER PER WEEK. THE BOTTOM LINE IS THAT THESE TRUCKS ARE AT RISK FOR FIRE THAT COULD RESULT IN INJURY, BUT FCA IS NOT RESPONSIVE BY THE FACT THAT THE PARTS ARE NOT AVAILABLE.

NHTSA ID Number: 11329574

Incident Date May 1, 2020

Consumer Location SYLACAUGA, AL

Vehicle Identification Number 1C6RR7PM9GS****

TL* THE CONTACT OWNS A 2016 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT CALLED TO MCSWEENEY CHRYSLER DODGE JEEP RAM (2605 DR JOHN HAYNES DR, PELL CITY, AL 35125; (205) 813-7020) WHERE IT WAS CONFIRMED THAT THE PART WAS NOT AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER HAD NOT BEEN MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. PARTS DISTRIBUTION DISCONNECT.

NHTSA ID Number: 11340956

Incident Date October 24, 2019

Consumer Location SEQUIM, WA

Vehicle Identification Number 1C6RR7NM5HS****

TL* THE CONTACT OWNS A 2017 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING). THE CONTACT CALLED THE WILDER CHRYSLER JEEP DODGE RAM DEALER LOCATED AT 53 JETTA WAY, PORT ANGELES, WA 98362, AND IT WAS CONFIRMED THAT THE PARTS WERE NOT YET AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. PARTS DISTRIBUTION DISCONNECT.

NHTSA ID Number: 11340466

Incident Date July 20, 2020

Consumer Location MURRAY, KY

Vehicle Identification Number 1C6RR7NM7HS****

TL* THE CONTACT OWNS A 2017 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER DAVID TAYLOR CHRYSLER-DODGE-JEEP-RAM-FIAT (2052 US-641, MURRAY, KY 42071) WAS CONTACTED AND CONFIRMED THAT PARTS WERE NOT YET AVAILABLE. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.

-22-

NHTSA ID Number: 11338371

Incident Date June 12, 2020

Consumer Location EAGLE, WI

Vehicle Identification Number 1C6RR7NM9HS****

TL* THE CONTACT OWNS 2017 RAM 1500. THE CONTACT RECEIVED RECALL NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING). HOWEVER, THE PARTS TO DO THE REPAIR WERE AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER LYNCH CHEVROLET OF MUKWONAGO (280 E WOLF RUN, MUKWONAGO, WI 53149) WAS CONTACTED AND STATED THE PARTS WERE ON BACKORDER FOR THE RECALL REMEDY. THE MANUFACTURER WAS NOT NOTIFIED OF THE ISSUE. THE CONTACT STATED THAT SEVERAL MONTHS AFTER HE RECEIVED THE RECALL NOTIFICATION, THE VEHICLE STALLED WHILE DRIVING AT AN UNKNOWN SPEED. THE CONTACT WAS ABLE TO PULL TO THE SIDE OF THE ROAD AND TURN THE VEHICLE OFF. AN UPON OPENING THE HOOD THE CONTACT NOTICED FLAMES AROUND THE ENGINE CORDS AND WIRE. THE CONTACT STATED HE WAS ABLE

TO EXTINGUISH THE FIRE HIMSELF WITH WATER. THE VEHICLE WAS TOWED TO LYNCH CHEVROLET OF MUKWONAGO FOR DIAGNOSTIC TESTING AND REPAIRS. THE FAILURE MILEAGE WAS APPROXIMATELY 58,000. PART DISTRIBUTION DISCONNECT.

The EGR Cooler Defect Poses an Inherent Risk to Vehicle Occupant Safety and Renders the Affected Vehicles Defective

44. Vehicle safety acts and regulations in both Canada (*Motor Vehicle Safety Act*, S.C. 1993, c.16; *Motor Vehicle Safety Regulations* C.R.C., c. 1038) and the United States of America (49 U.S.C. § 30166) require vehicle manufacturers to provide, *inter alia*, “early in reporting” data to government regulators including, *inter alia*, claims relating to property damage received by a vehicle manufacturer, warranty claims paid by the vehicle manufacturer, consumer complaints, incidents involving injury or death and field reports prepared by the vehicle manufacturers’ employees or representatives concerning failure, malfunction, lack of durability or other performance issues.
45. These acts and regulations require immediate action when a vehicle manufacturer determines or should determine that a safety defect exists. A safety defect includes, *inter alia*, any defect that creates an unreasonable risk of accidents occurring because of the design, construction or performance of a motor vehicle or unreasonable risk of death or injury in an accident. Upon learning of a safety defect, a vehicle manufacturer must notify government regulators and provide a description of the vehicles potentially containing the defect including, *inter alia*, the make, line, model year, dates of manufacture, a description of how these vehicles differ from similar vehicles not included in a recall, a summary of all warranty claims, field or service reports and other information that formed the basis of the determination that the defect was safety related.

Then, within a reasonable time after deciding that a safety issue exists, a vehicle manufacturer must notify the owners and/or lessees of the defective vehicles. Violating these notification requirements can result in civil penalties.

46. Based on their duty to monitor safety-related complaints or concerns, the Defendants knew or ought to have known of the numerous consumer complaints regarding the EGR cooler failure in the Affected Vehicles. Further, the Defendants had notice of the EGR Cooler Defect via replacement part sales, warranty repair requests, indirect complaints from customers through online forms, NHTSA complaints, from other vehicle manufacturers, industry sources including articles, white papers, testing and investigations.

The Defendants Concealed the EGR Cooler Defect Through Misrepresentations and/or Omissions

47. From 2014 through 2019, the Defendants extensively advertised the benefits of the Engine equipped in the Affected Vehicles. At all material times to the cause of action herein, the Defendants omitted and/or concealed the EGR Cooler Defect. At no point during the period relevant to this action did the Defendants inform owners and/or lessees of the Affected Vehicles that the EGR cooler could crack and lead to an engine fire. The Defendants represented that the Affected Vehicles were free from defect and advertised that they were durable and reliable, all of which was false.
48. As such, the Defendants led consumers, including Mr. Sharpe and Class Members, to believe that the Affected Vehicles would be free from defects that result in engine compartment fire and/or a sudden loss of power.
49. Defendants claimed that their 2014 Dodge Ram vehicles containing the Engine were durable, touting that “the available 3.0L EcoDiesel V6 utilizes dual-filtration technology

for greater...durability”. In their EcoDiesel advertising, the Defendants specifically target consumers “who want to drive an efficient, environmentally friendly truck without sacrificing capability or performance.” The Defendants further claim the Engine has best-in-class torque: “The EcoDiesel engine delivers best-in-class 420 lb-ft of torque. Paired with an impressive 240 horsepower, this engine has serious muscle”.

50. Other online advertisements of the Defendants proclaim that the Dodge Ram 1500 containing the Engine is “expected to deliver an outstanding combination of best-in-class fuel efficiency, best-in-class torque and impressive capability. This new EcoDiesel is among today’s most advanced diesel engines. Has emissions that are 60% lower than those produced by diesel powertrains 25 years ago. The impressive combination of torque and fuel economy marks a new level of performance”.
51. Not only did the Defendants conceal the EGR Cooler Defect, they denied warranty claims relating to leaking coolant and cracked hoses, claimed that they were not responsible for vehicle fires, informed owners and/or lessees of the Affected Vehicles that a fix was available when it was not, denied requests for loaner vehicles pending a fix, misrepresented that loaner vehicles would be provided for all concerned owners and/or lessees of the Affected Vehicles and continued to sell and/or lease vehicles containing the subject EGR cooler after the announcement of the recall.

CAUSES OF ACTION

Negligence

52. The Defendants are and were in a relationship of proximity to Mr. Sharpe and the Class Members. It was reasonable foreseeably that if the Affected Vehicles contained the EGR Cooler Defect, harm to Mr. Sharpe and the Class Members would result.
53. At all material times, the Defendants, or any of them, owed a duty of care to Mr. Sharpe and the Class Members to:
- (a) exercise reasonable care in the design, research, development, testing, manufacturing, marketing, advertisement, promotion, distribution, leasing, sale, warranting, servicing, and repair of the Affected Vehicles;
 - (b) ensure that the Affected Vehicles were fit for intended and/or reasonably foreseeable use;
 - (c) conduct appropriate testing to determine that the Affected Vehicles were fit for intended and/or reasonably foreseeable use;
 - (d) take all reasonable steps necessary to manufacture, promote, lease, and/or sell a product that was not unreasonably dangerous to those who use it;
 - (e) properly, adequately, and fairly warn of the magnitude and scope of the EGR Cooler Defect;
 - (f) ensure that consumers and the public were kept fully and completely informed of defects associated with the Affected Vehicles, including the EGR Cooler Defect, in a timely manner;

- (g) not withhold from consumers and the public material facts concerning the safety, performance, and reliability of the Affected Vehicles;
 - (h) monitor, investigate, evaluate, and follow up on reports of defects, including the EGR Cooler Defect, in the Affected Vehicles; and,
 - (i) provide a timely and effective fix to rectify the EGR Cooler Defect.
- 54. The reasonable standard of care expected in the circumstances required the Defendants to act fairly, reasonably, honestly, candidly and with due care in the course of designing, developing, testing, and manufacturing the Affected Vehicles and having them certified, imported, marketed and distributed. The Defendants, through their employees, officers, directors and agents, failed to meet the reasonable standard of care in that regard and similarly failed to warn Mr. Sharpe and the Class Members of the latent EGR Cooler Defect in a timely manner.
- 55. Mr. Sharpe's and the Class Members' damages were caused by the negligence of the Defendants. Such negligence includes, but is not limited to, the following:
 - (a) the Defendants failed to adequately design, research, develop, test, and/or manufacture the Affected Vehicles before marketing, advertising, promoting, warranting, leasing, and selling the Affected Vehicles as suitable and safe for use in an intended and/or reasonably foreseeable manner;
 - (b) the Defendants failed to ensure that the Affected Vehicles were free of defects and of merchantable quality;

- (c) the Defendants failed to adequately test the Affected Vehicles and their EGR system in a manner that would fully disclose the magnitude and scope of the EGR Cooler Defect associated with the Affected Vehicles;
- (d) the Defendants failed to provide Mr. Sharpe and the Class Members with proper, adequate, and/or fair warning of the EGR Cooler Defect;
- (e) the Defendants failed to design and establish an effective and timely procedure for repair of the EGR Cooler Defect;
- (f) the Defendants failed to adequately monitor, evaluate, and act upon reports of the EGR Cooler Defect;
- (g) the Defendants failed to provide any or any adequate updates and/or current information to Mr. Sharpe and the Class Members in a timely fashion respecting the EGR Cooler Defect as such information became available;
- (h) after becoming aware of problems with the Affected Vehicles, the Defendants failed to issue adequate warnings, failed to timely issue a recall, failed to publicize the problems, and failed to otherwise act properly in a timely manner to alert the public to the EGR Cooler Defect;
- (i) the Defendants represented that the Affected Vehicles were fit for their intended purposes and of merchantable quality when the Defendants knew or ought to have known that these representations were false;

- (j) the Defendants made misrepresentations that were unreasonable given that the EGR Cooler Defect was known or ought to have been known by the Defendants;
- (k) the Defendants knowingly and intentionally concealed from Mr. Sharpe and the Class Members that the Affected Vehicles suffered from the EGR Cooler Defect (and the costs, risks, and diminished value of the Affected Vehicles as a result of the EGR Cooler Defect); and,
- (l) the Defendants failed to timely cease the manufacturing, marketing, distribution, leasing, and/or sale of the Affected Vehicles when it knew or ought to have known of the EGR Cooler Defect.

56. As a result of the Defendants' negligence, Mr. Sharpe and the Class Members suffered and will continue to suffer damages.

Fraud by Concealment

57. The Defendants intentionally concealed, suppressed and failed to disclose the material fact that the Affected Vehicles had a design and/or manufacturing defect as to the EGR cooler that could result in engine compartment fire and/or a sudden loss of power. The Defendants knew or should have known the true facts due to their involvement in the design, installation, manufacture, durability testing and warranty service of the EGR cooler in the Affected Vehicles. At no time did the Defendants reveal the truth to Mr. Sharpe and Class Members. To the contrary, the Defendants concealed the truth, intending for Mr. Sharpe and Class Members to rely on these omissions. Mr. Sharpe and Class Members purchased and/or leased the Affected Vehicles believing, in reliance on

the Defendants' statements and/or omissions, them to be safe and free from major fundamental defects such as the EGR Cooler Defect.

58. The Defendants further affirmatively misrepresented to Mr. Sharpe and Class Members in advertising and other forms of communication, including standard and uniform material provided with each Affected Class Vehicle and on their website, that the Affected Vehicles they were leasing and/or selling had no significant defects, that the Affected Vehicles were safe, reliable and of high quality and would perform and operate in a safe manner.
59. The Defendants knew about the EGR Cooler Defect in the Affected Vehicles when the representations were made.
60. The Affected Vehicles purchased and/or leased by Mr. Sharpe and Class Members contained a defective EGR cooler, which posed a serious safety risk to vehicle occupants.
61. The Defendants had a duty to disclose that the Affected Vehicles contained a fundamental defect as alleged herein, because Mr. Sharpe and Class Members relied on the Defendants' material representations.
62. At all relevant times, the Defendants held out the Affected Vehicles to be free from defects such as the EGR Cooler Defect. The Defendants touted and continue to tout the many benefits and advantages of the Affected Vehicles, but nonetheless failed to disclose important facts related to the EGR Cooler Defect. This made the Defendants' other disclosures about the Affected Vehicles deceptive.

63. A reasonable consumer would not know that the Affected Vehicles contained the EGR Cooler Defect, which could result in an engine compartment fire and/or a sudden loss of power and which posed a serious safety risk of harm or injury to vehicle occupants. Mr. Sharpe and Class Members did not know of the facts which were concealed from them by Defendants. Moreover, as ordinary consumers, Mr. Sharpe and Class Members did not, and could not, unravel the deception on their own. Mr. Sharpe and Class Members reasonably relied upon the Defendants' deception to their detriment.
64. The Defendants had a duty to disclose the EGR Cooler Defect in the Affected Vehicles as the true facts were known and/or accessible only to them and because they knew these facts were not known to or reasonably discoverable by Mr. Sharpe and Class Members unless and until the defect manifested in their vehicle. As alleged herein, the Defendants denied and concealed the EGR Cooler Defect in the face of consumer complaints.
65. The Defendants' false representations and omissions were material to consumers because they concerned the safety of the Affected Vehicles, which played a significant role in the value of the Affected Vehicles.
66. The Defendants also had a duty to disclose because they made general affirmative representations about the safety and dependability of Affected Vehicles without informing or warning consumers that the Affected Vehicles had a fundamental system defect that would affect the safety, quality and reliability of the Affected Vehicles.
67. The Defendants' disclosures were misleading, deceptive and incomplete because they failed to inform or warn consumers of the additional facts regarding the EGR Cooler Defect, as set forth herein. These omitted and concealed facts were material because they

directly impact the safety and value of the Affected Vehicles purchased by Mr. Sharpe and Class Members.

68. The Defendants have still not made full and adequate disclosure and continue to defraud Mr. Sharpe and Class Members by concealing material information regarding the EGR Cooler Defect in the Affected Vehicles.
69. Mr. Sharpe and Class Members were unaware of the omitted material facts referenced herein and would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased or paid as much for Affected Vehicles with the EGR Cooler Defect, and/or would have taken other affirmative steps in light of the information concealed from them. Mr. Sharpe's and Class Members' actions were justified. The Defendants were in exclusive control of the material facts and such facts were not generally known to the public, Mr. Sharpe or Class Members.
70. As a result of the concealment and/or suppression of facts, Mr. Sharpe and Class Members sustained damage because they own Affected Vehicles that are diminished in value because of the Defendants' concealment of the true safety and quality of the Affected Vehicles. Had Mr. Sharpe and Class Members been aware of the EGR Cooler Defect and the Defendants' disregard for the truth, Mr. Sharpe and Class Members would have paid less for their Affected Vehicles or would not have purchased and/or leased them at all.
71. The value of Mr. Sharpe's and Class Members' Affected Vehicles has diminished as a result of Defendants' fraudulent concealment of the EGR Cooler Defect, which has made

any reasonable consumer reluctant to purchase and/or lease an Affected Class Vehicle, let alone pay what otherwise would have been fair market value for the Affected Vehicles.

72. Mr. Sharpe makes the following specific fraudulent concealment/omission-based allegations with as much specificity as possible absent access to the information necessarily available only to the Defendants:

- (a) Who: The Defendants actively concealed and omitted the EGR Cooler Defect from Mr. Sharpe and Class Members while simultaneously touting the safety and dependability of the Affected Vehicles, as alleged herein. Mr. Sharpe is unaware of and, therefore, unable to identify the true names and identities of those specific individuals at the Defendants responsible for such decisions;
- (b) What: The Defendants knew or were reckless or negligent in not knowing that the Affected Vehicles contained the EGR Cooler Defect as alleged herein. The Defendants concealed and omitted the EGR Cooler Defect while making representations about the safety, dependability and other attributes of the Affected Vehicles as alleged herein;
- (c) When: The Defendants concealed and omitted material information regarding the EGR Cooler Defect at all times while making representations about the safety and dependability of the Affected Vehicles on an ongoing basis and continuing to this day as alleged herein. The Defendants still have not disclosed the truth about the full scope of the EGR Cooler Defect in the Affected Vehicles. The Defendants have never taken any action to inform consumers about the true nature of the EGR Cooler Defect in the Affected Vehicles. When consumers brought their Affected

Vehicles to the Defendants complaining of the EGR cooler failure, the Defendants denied any knowledge of or repair for the EGR Cooler Defect;

- (d) Where: The Defendants concealed and omitted material information regarding the true nature of the EGR Cooler Defect in every communication they had with Mr. Sharpe and Class Members and made representations about the quality, safety and dependability of the Affected Vehicles. Mr. Sharpe is aware of no document, communication or other place or thing in which the Defendants disclosed the truth about the full scope of the EGR Cooler Defect in the Affected Vehicles. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals or on the Defendants' website. There are channels through which the Defendants could have disclosed the EGR Cooler Defect including, but not limited to:
- (i) point of sale communications;
 - (ii) the owner's manual; and/or
 - (iii) direct communication to Class Members through means such as Provincial vehicle registry lists or Transport Canada Recall Notices prior to the October 2019 recall;
- (e) How: The Defendants concealed and omitted the EGR Cooler Defect from Mr. Sharpe and Class Members and made representations about the quality, safety and dependability of their Affected Vehicles. The Defendants actively concealed and omitted the truth about the existence, scope and nature of the EGR Cooler Defect from Mr. Sharpe and Class Members at all times even though they knew about the

EGR Cooler Defect and knew that information about the EGR Cooler Defect would be important to a reasonable consumer, and the Defendants promised in their marketing materials that Affected Vehicles have qualities that they do not have; and

- (f) Why: The Defendants actively concealed and omitted material information about the EGR Cooler Defect in the Affected Vehicles for the purpose of inducing Mr. Sharpe and Class Members to purchase and/or lease the Affected Vehicles, rather than purchasing or leasing competitors' vehicles, and made representations about the quality, safety and dependability of the Affected Vehicles. Had the Defendants disclosed the truth for example, in their advertisements or other materials or communications, Mr. Sharpe and Class Members would have been aware of it and would not have purchased and/or leased the Affected Vehicles or would not have paid as much to do so.

73. As such, the Defendants' acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud and in reckless disregard of Mr. Sharpe's and Class Members' rights and the representations that the Defendants made to them, in order to enrich themselves. The Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

Breach of Warranties

74. The Defendants expressly or impliedly warranted to Class Members that the Affected Vehicles were reasonably fit for the purpose of safe driving, that the Affected Vehicles

were of merchantable quality, that the Affected Vehicles were free from defects and/or that the Affected Vehicles were of acceptable quality. The warranties included the EGR cooler.

75. FCA Canada provided the purchasers and lessees of the Affected Vehicles with a written warranty that provides and represents, among other things, that each Affected Vehicle will be free of defects in material and workmanship. In addition, an implied warranty applies to each transaction between the purchasers of the Affected Vehicles and FCA Canada to the same effect pursuant to the *Consumer Protection Act, 2002*, the parallel provisions of the consumer protection legislation in other Canadian provinces, the *Sale of Goods Act*, the parallel provisions of the sale of goods legislation in other Canadian provinces, the *Motor Vehicle Safety Act*, and the common law.
76. Despite, and contrary to, the foregoing warranties and representations, the Defendants sold and leased the Affected Vehicles when they knew or ought to have known of the latent EGR Cooler Defect, and the Defendants concealed or failed to disclose the EGR Cooler Defect to Class Members.
77. FCA Canada has breached its warranties with Class Members, and as a result, Class Members have suffered damages.

Breach of the *Competition Act*

78. By making representations to the public as to the quality, character, reliability, durability and safety of their Affected Vehicles, the Defendants breached ss 36 and/or 52 of the *Competition Act*, RSC 1985, c. C-34 in that their representations:

- (a) were made to the public in the form of advertising brochures, statements and/or other standardized statements claiming the safety and dependability of the Affected Vehicles;
- (b) were made to promote the supply or use of a product or for the purpose of promoting their business interests;
- (c) stated a level of performance and safety of the Affected Vehicles; and
- (d) were false and misleading in a material respect.

79. At all relevant times, the Defendants were the seller and/or supplier of the Affected Vehicles. As such, there existed contractual privity and/or vertical privity of contract between Mr. Sharpe and Class Members and the Defendants as to their Affected Vehicles, as their authorized dealerships and/or retail distributors at all material times were acting as their agents.

80. The Defendants engaged in unfair competition and unfair, unlawful or fraudulent business practices through the conduct, statements and omissions described herein and by knowingly and intentionally concealing the EGR Cooler Defect in their Affected Vehicles from Mr. Sharpe and Class Members, along with concealing the risks, costs and monetary damage resulting from the EGR Cooler Defect. The Defendants should have disclosed this information because they were in a superior position to know the true facts related to the EGR Cooler Defect and Mr. Sharpe and Class Members could not reasonably be expected to learn or discover the true facts related to the EGR Cooler Defect.

81. The EGR Cooler Defect led to engine compartment fires and/or a sudden loss of power in the Affected Vehicles, which posed a serious safety issue that triggered Defendants' duty to disclose the safety issue to consumers.
82. These acts and practices have deceived Mr. Sharpe and Class Members. In failing to disclose the EGR Cooler Defect and suppressing other material facts from Mr. Sharpe and Class Members, the Defendants breached their duties to disclose these facts, violated the *Competition Act* and caused loss and/or damage to Mr. Sharpe and Class Members. The Defendants' omissions and concealment pertained to information that was material to Mr. Sharpe and Class Members as it would have been to all reasonable consumers.
83. Further, Mr. Sharpe and Class Members relied upon the Defendants' misrepresentations as to the safety and dependability of the Affected Vehicles to their detriment in purchasing and/or leasing the Affected Vehicles so as to cause loss and/or damage to Mr. Sharpe and Class Members.
84. Mr. Sharpe and Class Members have therefore suffered damages and are entitled to recover such damages pursuant to sections 36(1) and/or 52 of the *Competition Act*.

Unjust Enrichment

85. The Defendants caused Class Members to pay for a product that they would not have otherwise purchased or leased; or, in the alternative, for which they should have paid less than they did.
86. As a result, the Defendants were enriched by the payment or overpayment.
87. Class Members suffered a deprivation equal to the Defendants' enrichment.

88. There is no juristic reason for the Defendants' enrichment and the Class Members' corresponding deprivation. The Class Members are entitled to restitution for the Defendants' unjust enrichment.

DAMAGES

89. Mr. Sharpe and the Class Members have suffered loss and damage caused by the wrongful and negligent acts of the Defendants.
90. Mr. Sharpe and the Class Members face the loss of the ability to sell, or exercise lease purchase options for, the Affected Vehicles at the Class Members' anticipated fair market value.
91. Mr. Sharpe and the Class Members have suffered or will suffer inconvenience and have incurred or will incur special damages arising from any necessary repairs to the Affected Vehicles, including loss of income, loss of use of the Affected Vehicles during any such repair periods, diminished value of the Affected Vehicles, the costs associated with the use of other automobiles or other expenses during such periods.
92. The Defendants' conduct described above was deliberate, arrogant, high-handed, outrageous, reckless, wanton, entirely without care, secretive, callous, willful, disgraceful and in contemptuous disregard of the rights, personal safety and interests of Mr. Sharpe, the Class Members and the public.
93. This conduct renders the Defendants liable to pay punitive damages to Mr. Sharpe and the Class Members.

PLACE OF TRIAL

94. Mr. Sharpe proposes that this action be tried in London, Ontario.

SERVICE OUTSIDE ONTARIO WITHOUT LEAVE

95. Pursuant to rule 17.02(g) and (p) of the Ontario *Rules of Civil Procedure*, this originating process may be served outside Ontario without a court order because the proceeding consists of a claim or claims (a) in respect of a tort committed in Ontario; and, (b) against a person ordinarily resident or carrying on business in Ontario.

December 7, 2020

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APPENDIX 1

Alberta: *Consumer Protection Act*, RSA 2000, c C-26.3.

British Columbia: *Business Practices and Consumer Protection Act*, SBC 2004, c 2.

Manitoba: *The Business Practices Act*, CCSM c B120, c 2 and *The Consumer Protection Act*, CCSM c C200.

New Brunswick: *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1.

Newfoundland and Labrador: *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1.

Northwest Territories: *Consumer Protection Act*, RSNWT 1988, c C-17.

Nova Scotia: *Consumer Protection Act*, RSNS 1989, c 92.

Nunavut: *Consumer Protection Act*, RSNWT (Nu) 1988, c C-17.

Prince Edward Island: *Consumer Protection Act*, RSPEI 1988, c C-19 and the *Business Practices Act*, RSPEI 1988, c B-7.

Quebec: *Consumer Protection Act*, CQLR c P-40.1.

Saskatchewan: *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2.

Yukon: *Consumers Protection Act*, RSY 2002, c 40.

APPENDIX 2

Alberta: *Sale of Goods Act*, RSA 2000, c S-2.

British Columbia: *Sale of Goods Act*, RSBC 1996, c 410.

Manitoba: *The Sale of Goods Act*, CCSM c S10.

New Brunswick: *Sale of Goods Act*, RSNB 2016, c 110.

Newfoundland and Labrador: *Sale of Goods Act*, RSNL 1990, c S-6.

Northwest Territories: *Sale of Goods Act*, RSNWT 1998, c S-2.

Nova Scotia: *Sale of Goods Act*, RSNS 1989, c 408.

Nunavut: *Sale of Goods Act*, RSNWT (Nu) 1998, c S-2.

Prince Edward Island: *Sale of Goods Act*, RSPEI 1988, c S-1.

Quebec: *Civil Code of Quebec*, CQLR c CCQ-1991.

Saskatchewan: *Sale of Goods Act*, RSS 1978, c S-1.

Yukon: *Sale of Goods Act*, RSY 2002, c 198.

MARK SHARPE
Plaintiff

-and- FCA CANADA INC. et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

STATEMENT OF CLAIM

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