

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-000570-115

(Class Action)  
SUPERIOR COURT

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**9046-9479 QUEBEC INC.**

*Petitioner*

-vs.-

**FORD MOTOR COMPANY OF CANADA, LIMITED**, legal person duly constituted, having its principal establishment at 7800 route Trans-Canada, City of Montreal, Province of Quebec, H9R 1C6

and

**FORD MOTOR COMPANY**, legal person duly constituted, having its principal establishment at 1 American Road, City of Dearborn, State of Michigan, 48126, USA

and

**NAVISTAR CANADA, INC.**, legal person duly constituted, having its principal establishment 6100 chemin Saint-François, City of Montreal, Province of Quebec, H4S 1B7

and

**NAVISTAR, INC.**, legal person duly constituted, having its principal establishment 4201, Winfield Road, P.O. Box 1488, City of Warrenville, State of Illinois, 60655, USA

*Respondents*

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**MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION  
&  
TO ASCRIBE THE STATUS OF REPRESENTATIVE  
(Art. 1002 C.C.P. and following)**

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TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT,  
SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER  
STATES AS FOLLOWS:

**I. GENERAL PRESENTATION**

A) The Action

1. Petitioner wishes to institute a class action on behalf of the following group, of which he is a member, namely:

- all residents in Canada who currently own or lease or have previously owned or leased a Ford vehicle equipped with Navistar's 6.0 Litre diesel engine (commonly referred to as the Power Stroke<sup>®</sup> V8 Turbo diesel engine) for the model years 2003 through 2007, or any other group to be determined by the Court;

Alternately (or as a subclass)

- all residents in Quebec who currently own or lease or have previously owned or leased a Ford vehicle equipped with Navistar's 6.0 Litre diesel engine (commonly referred to as the Power Stroke<sup>®</sup> V8 Turbo diesel engine) for the model years 2003 through 2007, or any other group to be determined by the Court;

2. These Ford models (the "Vehicles") include:

- 2003-2007 Ford F250 Super Duty
- 2003-2007 Ford F350 Super Duty
- 2003-2007 Ford Excursion

3. The Navistar-designed and manufactured engines powering Ford Vehicles have been plagued by serious and pervasive design and manufacturing defects that render the engines and Vehicles themselves unmerchantable and unsuitable for use;

4. Such problems include:

- Loss of engine power
- Blown head gasket
- Warped/disfigured head bolts
- Oil cooler failure
- Engine Gas Recirculation (EGR) cooler failure
- Coolant entering the engine's ventilation system

## B) The Respondents

### FORD

2. Respondent Ford Motor Company ("Ford USA") is an American automotive company;
3. Respondent Ford Motor Company of Canada, Limited ("Ford Canada") is an affiliate of Respondent Ford USA and is involved in "the manufacture, sale lease, distribution & servicing of motor vehicles" throughout Canada, including the province of Quebec, the whole as appears more fully from a copy of the *Registre des entreprises* report, produced herein as **Exhibit R-1**;
4. Both Respondents Ford USA and Ford Canada and have either directly or indirectly designed, manufactured, marketed, distributed, imported and/or sold the Vehicles throughout Canada, including the Province of Quebec;
5. Given the close ties between the Respondents Ford USA and Ford Canada and considering the preceding, the Respondents are solidarily liable for the acts and omissions of the other. Unless the context indicates otherwise, both Respondents will be referred to as "Ford" for the purposes hereof;

### NAVISTAR

6. Navistar, Inc. ("Navistar USA") is an American automotive parts company;
7. Navistar Canada, Inc., ("Navistar Canada") is an affiliate of Respondent Navistar USA and is involved in the "fabrication des camions" and the "commerce de gros camions" throughout Canada, including the province of Quebec, the whole as appears more fully from a copy of the *Registre des entreprises* report, produced herein as **Exhibit R-2**;
8. Both Respondents Navistar USA and Navistar Canada and have either directly or indirectly designed, manufactured, marketed, distributed, imported and/or sold parts used in the Vehicles throughout Canada, including the Province of Quebec;

9. Given the close ties between the Respondents Navistar USA and Navistar Canada and considering the preceding, the Respondents are solidarily liable for the acts and omissions of the other. Unless the context indicates otherwise, both Respondents will be referred to as “Navistar” for the purposes hereof;

C) The Situation

10. On October 1997, Navistar and Ford entered into a contractual agreement, commonly known as "Next Generation Diesel Engine Supply Agreement Job #1, 2003 model Year Through Job Last 2012 Model Year" ("the Agreement") pursuant to which Navistar agreed to supply Ford with all its requirements for diesel truck engines in North America for model years 2003 through 2012, the whole as appears more fully from a copy of said agreement, produced herein as **Exhibit R-3**;
11. The Agreement was subject to a series of amendments or modifications over time, including a first set of amendments entered into by Ford and Navistar on or about April 2003, as well as, a second set of amendments entered into by Ford and Navistar on or about November 6<sup>th</sup> 2004;
12. Under the Agreement, Navistar was to "design, develop, manufacture, and supply 100 % of Buyer's [Ford's] requirements for the US and Canada for the Next Generation Diesel II (NGDII) Engine for the 8500 lbs and over GVWR vehicles, as described and defined by the matrix of functional requirements attached as Exhibit A [to the Agreement]";
13. Under the Agreement, Ford was to bear the costs of and administer the training program for Ford technicians to diagnose, repair, and service the engines;
14. On or about January 11<sup>th</sup> 2007, Ford filed suit in Michigan state court against Navistar International Transportation Corporation and International Truck and Engine Corporation (the former name of Navistar, Inc.), the manufacturers of the Power Stroke diesel engine powering Ford's F Super Duty diesel trucks;
15. Ford's lawsuit complained, *inter alia*, that Navistar was not living up to its obligation to contribute its share of the significant number of warranty costs that Ford was incurring in having to repair, replace, or repurchase significant numbers of Ford trucks equipped with the diesel engine;
16. It is noteworthy to point out that in its lawsuit against Navistar, Ford represented through sworn affidavits and in legal memoranda filed before the Michigan state court, *inter alia*, that:

- a) "the 6.0L engine has experienced quality problems from the time of its November 2002 launch. It has the highest repair rates of any engine Ford has put into widespread distribution. As a result, warranty, ONP ["Owner Notification Programs"], and RAV ["Reacquiring A Vehicle"] spending have been enormous, and Ford ultimately was forced to dedicate a team of 70 engineers to assist Navistar on ways to fix the 6.0L engines already on the road and to improve the quality of the 6.0L engines still to be produced. "
  - b) "Ford has still incurred an \$887 million warranty bill for 6.0L repairs"
  - c) "ONP and RAV costs have also been substantial. Ford has spent more than \$88 million in ONP directly related to the 6.0L engine, and \$84 million on vehicle buy backs due to problems with Navistar's 6.0L engine."
  - d) "Navistar's 6.0L Engine Experienced Immediate, Unprecedented Problems."
  - e) "Ford has spent \$227 million addressing injector problems in the 6.0L"
  - f) "86% of the injectors [in the 6.0L diesel engine] replaced by dealers were confirmed to be problematic"
  - g) Ford has spent \$182 million in warranty expenses for required turbocharger replacements in Ford vehicles equipped with the 6.0L diesel engine.
  - h) "Ford has experienced unprecedented repair rates with the 6.0L engines. The 6.0L has had the largest R/1000 (repairs per thousand) rate ever experienced by Ford for an engine in widespread distribution. In fact, the 6.0L, which represents only 10% of Ford's total engine volume, accounts for approximately 80% of all Ford's warranty spending on engines. Additionally, warranty spending on the 6.0L accounts for approximately 25% of Ford's overall warranty spending."
  - i) "Ford and Navistar participated in more than 100 joint projects that focused on identifying and resolving specific issues with the 6.0L engine parts. For many of the engine parts, Ford, Navistar, and/or Navistar suppliers, have identified specific design and manufacturing issues that are Navistar's responsibility and that have caused the parts to fail."
17. In that lawsuit, Navistar did not deny that quality issues existed with respect to the Power Stroke diesel engine that it had designed and manufactured for Ford, but rather placed the blame on Ford for, *inter alia*, not adequately training its personnel to diagnose, repair, and service the engine, and for not

equipping its dealers with the appropriate tools to do so. Specifically, Navistar's filings in the lawsuit brought by Ford represented, *inter alia*, that:

- a) "Ford delayed by one year the training of any mechanics in repairing Counter Plaintiffs' [Navistar's] 6.0L diesel engine."
- b) "Dealers have specifically complained to Ford that they did not have sufficient training on diagnosing and repairing the 6.0L engine manufactured by Counter Plaintiffs [Navistar]."
- c) "Ford also failed to provide its dealers with the proper tools to provide the needed repairs and to have certified diesel technicians do the work."

18. In support of these statements, the following documents from the court record of the State of Michigan in the County of Oakland are being produced as if recited at full length herein:

- i) Affidavit of Mina Shams, 6.0 L Diesel Systems Diagnostic Supervisor at Ford, as **Exhibit R-4**;
- ii) Affidavit of Bob Fascetti, Director of V-Engine and Diesel Engineering of Ford, as **Exhibit R-5**;
- iii) Affidavit of Jim Glass, Reacquired Vehicle Operations Supervisor of Ford V-Engine and Diesel Engineering, as **Exhibit R-6**;
- iv) Ford Motor Company's brief in support of its motion for temporary restraining order and preliminary injunction, as **Exhibit R-7**;

19. As the foregoing allegations demonstrate, both Ford and Navistar knew very early on that there were severe and pervasive design, manufacturing, and quality issues plaguing the Ford Power Stroke diesel engine powering Ford's trucks. Yet, despite this knowledge, neither of the Respondents disclosed any of these issues to consumer;

20. At the same time, Ford also failed to inform consumers that Ford itself had failed to adequately train or equip its dealers and their repair technicians to service, diagnose, or repair the engines;

21. Ford's vehicles were sold with Ford's Limited Warranty whereby Ford warrants that authorized dealers will repair, replace, or adjust all defective vehicle parts until a vehicle attains 60,000 kilometres or 3 years in service, whichever comes first, and all defective powertrain components, including the engine, up to 100,000 kilometres or 5 years in service, whichever comes first;

22. Ford has computers system whereby it communicates with its authorized dealers and monitors the malfunctions and repair records of all these vehicles. These systems include MORS (Master Owner Relations System), AWS (Analytical Warranty System), and CQIS (Common Quality Indicator System);
23. Through these systems, Ford has detailed information regarding each time a vehicle is brought into a Ford dealership for repair, including but not limited to the symptoms that required the unit be brought in for service, the diagnosis of the problem, the repair authorized by Ford, and the work performed on the vehicle;
24. Accordingly, Ford accumulated a massive database through which it realized that the minor repairs it was authorizing were inadequate to properly repair these defective engines, and that major repairs including engine replacement were necessary to address these defects;
25. Despite Ford's experience and knowledge, Ford continued its practice of only authorizing minor ineffective repairs of these engine defects;
26. Ford unfairly benefitted by this practice because Ford knew that after the warranty expired the vehicle owner, rather than Ford, would have to pay for all future repairs;
27. Because engine replacements cost more than ten times the cost of these lesser repairs, Ford profited enormously (at the expense of its customers) by refusing to authorize necessary major engine repairs or engine replacements during the warranty period, instead only authorizing cheaper services (like injector replacements) which were not adequate repairs, and would merely serve as a temporary measure until the warranty expired;
28. Several journal articles have been published addressing the Power Stroke diesel engine problems and fixes such as the Four Wheeler (September 2010), Diesel World (November 2010 and December 2010), and Off Road (March 2010);
29. In Four Wheeler, the author states:

“In almost every case, 6.0L engine failures can be attributed to shortcomings in the oil cooling system.

...

If you have owned a Ford Super Duty pickup with the 6.0L engine, chances are you have experienced an EGR cooler failure. Ford released several technical bulletins to its dealer network in an attempt to resolve these problems. However, none of them address the root cause of the

problem, and though the dealership may replace faulty EGR cooler under warranty, the issues will continue to persist.

the whole as appears more fully from a copy of said article, produced herein as **Exhibit R-8**;

30. In Diesel World, the author states:

“[O]ver time, many of the design weaknesses of 6.0L Power Stroke began to surface.

Topping the list was the repetitive failure of the EGR cooler. Since most trucks were under warranty when the EGR cooler failed, the fix was to take the truck back to the dealer where the same style EGR cooler was installed. Unfortunately for 6.0L owners, that wouldn't be their only trip back to the dealer for the same problem. And when the warranty ran out, those trips got really expensive.

...

[T]he root of many of the 6.0L problems can be traced to a poor oil-cooler design. Among the issues on 6.0L Power Strokes are EGR cooler failures, high engine oil temperatures and overheating, injector failures, turbo failure, high-pressure oil pump failure and blown head gaskets.

...

The above-described problems are all common to the 6.0L Power Stroke, so the issue is not if your oil cooler and EGR cooler are going to fail, but when. Countless owners have replaced their EGR coolers two, three, or more times in the first 100,000 miles, and have installed at least one oil cooler in the truck.

the whole as appears more fully from a copy of said article, produced herein as **Exhibit R-9**;

31. In Off Road, the author states:

“We've seen two major problems that plague most Super Dutys – both of which stem from the oiling system: fuel injection issues (the end result of multiple oiling failure possibilities) and EGR cooler issues in which the cooler plugs up with carbon.”

the whole as appears more fully from a copy of said article, produced herein as **Exhibit R-10**;

## D) THE FOREIGN PROCEDURES

32. Several class action actions have been instituted in the United States based on the Respondents' conduct as alleging above, the whole as appears more fully from a copy of these Class Action Complaints, produced herein *en liasse* as **Exhibit R-11**;

## II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

33. Petitioner is a company doing business under the name "CAR Leasing" and at all relevant times had less than ten (10) employees;
34. On or about August 26<sup>th</sup> 2009, Petitioner purchased a 2004 Ford F250 SD XST with a 6.0 L diesel engine with 104,693 kilometres and VIN number 1FTNW21P84EC67553 for \$13,977.33 (inclusive of GST/QST) from ADESA Montreal, at 300 Albert Mondou, in St. Eustache, Quebec, J7R 7A7, the whole as appears more fully from a copy of the sale agreement and proof of payment, produced herein as **Exhibit R-12**;
35. Within a short period the truck began to suffer from mechanical problems with the EGR cooler and head gasket. Petitioner was alerted to a problem when the tailpipe of his truck started blowing out white smoke;
36. Petitioner called a Ford dealership but was informed that his truck was no longer covered under warranty because it had over 100,000 kilometres registered on the odometer;
37. Petitioner was forced to have his truck fixed by a private mechanic, Fine Tuning at 975B Pacific Ave., in Lachine, Quebec, H8S 2R1, and pay out-of-pocket for repairs in the amount of \$7,183.50 for such items as EGR cooler, oil cooler filter, intake gasket set, oil cooler seal kit, head gaskets, head studs, machine heads, valve seals, max energy tuner, plus the labour associated with the installation and/or repair of these parts, the whole as appears more fully from a copy of invoice # 211538 (for \$2,843.04 dated October 1<sup>st</sup> 2009) and invoice number # 211540 (for \$4,340.46 dated October 2<sup>nd</sup> 2009), produced herein as **Exhibit R-13**;
38. Petitioner became aware from this mechanic that his problems were very typical of other Ford vehicles that have a 6.0 L diesel engine;
39. Petitioner has also learned of the institution of several class actions filed in the United States regarding the facts as alleged in the present proceedings and that they have all been consolidated into the Northern District Court of Illinois, the whole as appears more fully from a copy the MDL order number 2223, produced herein as **Exhibit R-14**;

40. Petitioner was not aware when he purchased his truck that it suffered from a serious defect. Had Petitioner known, he would not have purchased the truck and he most certainly would not have paid the price that he did if he thought he would have to invest significant sums of money for repairs;
41. Petitioner's damages are a direct and proximate result of the Respondents' conduct and the defect associated with the Vehicles;
42. In consequence of the foregoing, Petitioner is justified in claiming damages;

### **III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP**

28. Every member of the class currently or has previously owned or leased one of the Vehicles which suffers from a defect;
29. Each member of the class is justified in claiming at least one or more of the following as damages:
  - a. Out-of-pocket expenses for repairs to the Vehicles;
  - b. Towing costs for the Vehicles;
  - c. Loss of use of the Vehicles and expenditures for rental vehicles while their Vehicles were being serviced;
  - d. Diminished value of the Vehicles, which will require future repairs and/or the replacement of parts;
  - e. Trouble and inconvenience, due to the problems associated with their Vehicles;
  - f. Punitive and/or exemplary damages;
30. All of these damages to the class members are a direct and proximate result of the Respondents' conduct and the defect associated with the Vehicles;

### **IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

- A) The composition of the class renders the application of articles 59 or 67 C.C.P. difficult or impractical
31. Petitioner is unaware of the specific number of persons who purchased and/or leased the Vehicles, however, it is safe to estimate that it is in the tens



of thousands (if not hundreds of thousands). The Respondents, on the other hand, should have this information readily available to them;

32. Class members are numerous and are scattered across the entire province and country;
  33. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Respondents. Even if the class members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of Respondents would increase delay and expense to all parties and to the court system;
  34. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgements on questions of fact and law that are similar or related to all members of the class;
  35. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;
  36. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;
- B) The questions of fact and law which are identical, similar, or related with respect to each of the class members with regard to the Respondents and that which the Petitioner wishes to have adjudicated upon by this class action
37. Individual questions, if any, pale by comparison to the numerous common questions that predominate;
  38. The damages sustained by the class members flow, in each instance, from a common nucleus of operative facts, namely, Respondents' misconduct;
  39. The recourses of the members raise identical, similar or related questions of fact or law, namely:
    - a. Are the Power Stroke diesel engines defective, non-merchantable, and/or subject to premature failure in the course of their normal use?



- b. Did Navistar and/or Ford negligently perform their respective contractual duties to manufacture and design the subject engine and to train technicians to repair, diagnose, and service the engine?
  - c. Did the Respondents know or should they have known that the Power Stroke diesel engines are defective, non-merchantable, and/or subject to premature failure?
  - d. Did the Respondents fail to adequately disclose to consumers the true defective nature of the Power Stroke diesel engines?
  - e. Did Ford breach its express warranty by refusing to provide proper repairs and/or replacement of the Power Stroke diesel engines during the warranty period?
  - f. Are the Respondents responsible for all related costs (including, but not limited to, the out-of-pocket expenses for repairs to the Vehicles, towing costs for the Vehicles, the loss of use of the Vehicles and expenditures for rental vehicles, the diminished value of the Vehicles, trouble and inconvenience) to class members as a result of the problems associated with the Vehicles?
  - g. Should an injunctive remedy be ordered to force Ford to notify, recall, repair and/or replace class members' Power Stroke diesel engines and/or the Vehicles free of charge?
  - h. Are the Respondents responsible to pay compensatory, moral, punitive and/or exemplary damages to class members and in what amount?
40. The interests of justice favour that this motion be granted in accordance with its conclusions;

#### **V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

41. The action that the Petitioner wishes to institute on behalf of the members of the class is an action in damages;
42. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the class action of the Petitioner and each of the members of the class;

ORDER the Defendants to notify, recall, repair, and/or replace the Vehicles free of charge;

DECLARE the Defendants solidarily liable for the damages suffered by the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

A) The Petitioner requests that he be attributed the status of representative of the Class

43. Petitioner is a member of the class;

44. Petitioner is ready and available to manage and direct the present action in the interest of the members of the class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec and the *Fonds d'aide aux recours collectifs*, as the case may be, and to collaborate with his attorneys;

45. Petitioner has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;

46. Petitioner has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
47. Petitioner, with the assistance of his attorneys, are ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;
48. Petitioner is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other class members, recognized and protecting so that they may be compensated for the damages that they have suffered as a consequence of the Respondents' conduct;
49. Petitioner understands the nature of the action;
50. Petitioner's interests are not antagonistic to those of other members of the class;

B) The Petitioner suggests that this class action be exercised before the Superior Court of justice in the district of Montreal

51. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;
52. The Petitioner's attorneys practice their profession in the judicial district of Montreal;
53. The present motion is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present motion;

**AUTHORIZE** the bringing of a class action in the form of a motion to institute proceedings in damages;

**ASCRIBE** the Petitioner the status of representative of the persons included in the class herein described as:

- all residents in Canada who currently own or lease or have previously owned or leased a Ford vehicle equipped with Navistar's 6.0 Litre diesel engine (commonly referred to as the Power Stroke<sup>®</sup> V8 Turbo diesel engine) for the model years 2003 through 2007, or any other group to be determined by the Court;



Alternately (or as a subclass)

- all residents in Quebec who currently own or lease or have previously owned or leased a Ford vehicle equipped with Navistar's 6.0 Litre diesel engine (commonly referred to as the Power Stroke<sup>®</sup> V8 Turbo diesel engine) for the model years 2003 through 2007, or any other group to be determined by the Court;

**IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a. Are the Power Stroke diesel engines defective, non-merchantable, and/or subject to premature failure in the course of their normal use?
- b. Did Navistar and/or Ford negligently perform their respective contractual duties to manufacture and design the subject engine and to train technicians to repair, diagnose, and service the engine?
- c. Did the Respondents know or should they have known that the Power Stroke diesel engines are defective, non-merchantable, and/or subject to premature failure?
- d. Did the Respondents fail to adequately disclose to consumers the true defective nature of the Power Stroke diesel engines?
- e. Did Ford breach its express warranty by refusing to provide proper repairs and/or replacement of the Power Stroke diesel engines during the warranty period?
- f. Are the Respondents responsible for all related costs (including, but not limited to, the out-of-pocket expenses for repairs to the Vehicles, towing costs for the Vehicles, the loss of use of the Vehicles and expenditures for rental vehicles, the diminished value of the Vehicles, trouble and inconvenience) to class members as a result of the problems associated with the Vehicles?
- g. Should an injunctive remedy be ordered to force Ford to notify, recall, repair and/or replace class members' Power Stroke diesel engines and/or the Vehicles free of charge?
- h. Are the Respondents responsible to pay compensatory, moral, punitive and/or exemplary damages to class members and in what amount?

**IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Petitioner and each of the members of the class;

ORDER the Defendants to notify, recall, repair, and/or replace the Vehicles free of charge;

DECLARE the Defendants solidarily liable for the damages suffered by the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**DECLARE** that all members of the class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

**ORDER** the publication of a notice to the members of the group in accordance with article 1006 C.C.P. within sixty (60) days from the judgement to be rendered herein in LA PRESSE and the NATIONAL POST;

**ORDER** that said notice be available on the Respondents' website with a link stating "Notice to owners and lessees of the 2003-2007 Ford F250 Super Duty, 2003-2007 Ford F350 Super Duty, and 2003-2007 Ford Excursion"

**RENDER** any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**THE WHOLE** with costs including publications fees.

Montreal, May 20, 2011

(S) Jeff Orenstein

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CONSUMER LAW GROUP INC.  
Per: Me Jeff Orenstein  
Attorneys for the Petitioner