

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001001-193

(Class Action)
SUPERIOR COURT

G. SABOURIN

Petitioner

-vs.-

FORD MOTOR COMPANY OF CANADA, LIMITED, legal person duly constituted having its head office at 1 The Canadian Road, City of Oakville, Province of Ontario, L6J 5E4

and

FORD MOTOR COMPANY, legal person duly constituted having its head office at 1 The American Road, City of Dearborn, State of Michigan, 48121, U.S.A.

Respondents

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
& TO APPOINT THE PETITIONER AS REPRESENTATIVE
(Art. 574 C.C.P. and following)**

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 persons, entities or organizations resident in Quebec who purchased and/or leased one or more of the Ford vehicles whose fuel economy ratings were less than the fuel economy rating produced by the applicable federal test, including but not limited to the model year



2019 Ford Ranger vehicle (the “Subject Vehicles”), or any other group to be determined by the Court;

2. The “Subject Vehicles” includes the 2019 Ford Ranger vehicle, the F-150 series vehicles, and may also include other/all other Ford vehicles;
3. The Petitioner reserves the right to amend the Class definition and the list of “Subject Vehicles” should further investigation reveal that additional models, model-years, and model variations be uncovered to be affected;
4. Ford deliberately miscalculated and misrepresented certain road-testing factors during vehicle certification testing in order to report that the Subject Vehicles were more fuel efficient and emitted less pollution than they did in reality;
5. The Subject Vehicles also contain “Mileage Cheat Devices” whereby the onboard trip metre continually misrepresents the vehicles’ poor kilometrage to conceal it from vehicle owners, and maintains consistency with Ford’s misrepresentations to Environment Canada and to the Environmental Protection Agency (U.S. EPA) during certification testing regarding both the kilometrage and emissions of the Subject Vehicles;
6. The Respondents designed, tested, manufactured, marketed, distributed, warranted, leased and/or sold the Subject Vehicles with intentionally inaccurate fuel efficiency representations and Mileage Cheat Devices for 2 reasons: (i) customers choose and pay a premium for fuel efficiency, and (ii) less fuel burned means less emissions, and therefore more profits under environmental regulations;
7. Recently, the U.S. government initiated a criminal investigation into Ford’s fuel-efficiency testing practices;
8. The Petitioner contends that the Respondents actively concealed and/or failed to disclose the existence of the Mileage Cheat Devices and that the Subject Vehicles had substantially lower fuel efficiency than stated. The Respondents actively concealed the existence of the Mileage Cheat Device and the fact that its existence would diminish both the intrinsic and the resale value of the Subject Vehicles, as well as, increase the cost of fuel for consumers;

B) The Respondents

9. Respondent Ford Motor Company of Canada, Limited (hereinafter “Ford Canada”) is a Canadian corporation with its head office in Oakville, Ontario. It is a wholly-owned subsidiary of Respondent Ford Motor Company that conducts business throughout Canada, including within the province of Quebec, the whole as appears more fully from a copy of an extract from the *Registraire des entreprises*, produced herein as **Exhibit R-1**;



10. Respondent Ford Canada is the owner of *inter alia* the following trade-marks:

- (a) “RANGER” (TMA115903), which was registered on November 13, 1959 and (TMA753720), which was registered on November 23, 2009,
- (b) “FORD & DESIGN” (TMDA36490), which was registered on September 29, 1924,
- (c) “FORD SCRIPT TYPE” (NFLD1364), which was registered on December 21, 1925,
- (d) “AUCUNE COMPARAISON AUCUN COMPROMIS. FORD. & Design” (TMA879985), which was registered on June 12, 2014,
- (e) “NO COMPARISON NO COMPROMISE FORD & Design” (TMA879984), which was registered on June 12, 2014,

The whole as appears more fully from a copy of said trade-marks from the CIPO database, produced herein *en liasse* as **Exhibit R-2**;

11. Respondent Ford Motor Company (“hereinafter “Ford US”) is an American corporation with its head office in Dearborn, Michigan. It is the owner of the following trade-marks

- (a) “F-150” (TMA537412), which was registered on November 21, 2000 and (TMA656306), which was registered on January 11, 2006,

The whole as appears more fully from a copy of said trade-marks from the CIPO database, produced herein *en liasse* as **Exhibit R-3**;

12. The Respondents designed, tested, manufactured, marketed, distributed, warranted, leased and/or sold the Subject Vehicles worldwide, including in Quebec. They designed, tested, created, manufactured, and installed the Mileage Cheat Devices in the Subject Vehicles and they developed and disseminated the owner’s manuals, supplements, and warranty booklets as well as other advertising and promotional materials relating to the Subject Vehicles and Ford provided these to its authorized dealers for the express purpose of having these dealers pass such materials to potential purchasers at the point of sale. Ford also created, designed, and disseminated information about the quality of the Subject Vehicles to various agents of various publications for the express purpose of having that information reach potential consumers;

13. During the Class Period, the Respondents, either directly or through a parent company, subsidiary, agent or affiliate, caused the Subject Vehicles to be sold with a Mileage Cheat Device throughout Canada, including within the province of Quebec;



14. Given the close ties between the Respondents and considering the preceding, they are solidarily liable for the acts and omissions of the other;

C) The Situation

I. Ford's Misleading Testing and Mileage Cheat Device

15. Ford deliberately miscalculated and misrepresented certain road-testing factors during vehicle certification testing in order to report that its vehicles were more fuel efficient and emitted less pollution than they did in reality. The certification test-related cheating centers on the "Coast Down" testing and "Road Load" calculations;
16. Coast Down testing measures the forces working against the vehicle by driving it up to speed, and then shifting to neutral, allowing it to coast down, being slowed by forces such as wind resistance, rolling resistance of the tires, and other forces working against the vehicle;
17. Ford miscalculated "Road Load," which is a measure of those forces, defined as the force that is imparted on a vehicle while driving at a constant speed over a smooth, level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag. Ford's internal lab tests did not account for these forces, which lead to better—and entirely inaccurate—fuel economy projections, the whole as appears more fully from a copy of the U.S. EPA Guidance Letter CD-15-04, dated February 23, 2015, produced herein as **Exhibit R-4**;
18. This measure of forces acting against the vehicle during real-world driving is essential to the simulation of actual driving when a vehicle is undergoing testing in the laboratory – without it, the testing would not yield real-world results. In its internal lab tests, Ford intentionally did not account for these forces, which lead to better – and entirely inaccurate – fuel economy projections, and claims that the vehicles emitted less pollution than they emitted in reality;
19. In September 2018, Ford admitted that several of its employees had been questioning its computer modelling and physical test practices for certification of fuel economy and emissions. Yet, Ford took no action to correct these ongoing misrepresentations or to alert consumers that their test methods were flawed and that consumers would not get the promised fuel economy, the whole as appears more fully from a copy of The New York Times article entitled "Ford Is Investigating Emissions and Fuel Efficiency Data" dated February 21, 2019, produced herein as **Exhibit R-5**;
20. Pressured by the pending governmental criminal investigation, on February 21, 2019, Ford stated that it would look into its fuel economy/emissions testing procedures starting with the 2019 Ford Ranger truck, the whole as appears more fully from a copy of the Ford press release entitled "Ford Investigating Process for



U.S. Emissions Certification Concerning Road Load” dated February 21, 2019, produced herein as **Exhibit R-6**;

21. After Ford released a statement to this effect, truck blogger Andre Smirnov of TheFastLaneTruck.com drove the 2019 Ranger for just over 1,600 kilometres (1,000 miles), from Los Angeles to Denver to test its real-world fuel efficiency and found it achieved only 12.06L/100km (19.5 mpg), not the 9.8L/100km (24 mpg) on the highway certified to the Government of Canada and the U.S. EPA for the 4x4 model, the whole as appears more fully from a copy of the TFL Truck article entitled “Ford Hires Independent Investigators to Look Into Possibly Misleading Fuel Economy Reporting: Ford Ranger MPG Under Microscope” dated February 21, 2019, from a copy of the TFL Truck article entitled “Real-world 2019 Ford Ranger Fuel Economy: Here Is the Unexpected Result after a 1,000 Mile Road Trip (Video)” dated February 23, 2019 and from a copy of Natural Resources Canada 2019 Fuel Consumption Guide, produced herein *en liasse* as **Exhibit R-7**;

22. Having concluded that the actual performance of the Ford Ranger was nowhere close to what was represented and what had been certified by the government, in March of 2019, the truck blogger tested the Ranger truck on The Fast Lane Truck’s 98-mile fuel economy loop and reported the following:

“[T]he Ranger’s trip computer told us that the truck managed just over [9.41L/100km] 25 mpg, though our math at the fuel pump did not add up to the same number.”

The whole as appears more fully from a copy of the TFL Truck article entitled “EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH?” dated March 19, 2019 and from a copy of a YouTube video entitled “EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH?” published on March 19, 2019, produced herein as **Exhibit R-8**;

23. The TFL test drivers were stunned when they discovered a nearly 60L/100km (4 mpg) discrepancy between the mileage reported on the Ranger’s trip metre and what they measured at the pump – 11.04L/100km actual versus 40.55L/100km on the Ranger’s trip metre (21.3 mpg actual versus 25.8 mpg on the trip metre) (Exhibit R-8):





24. Thus, in addition to its objectionable testing practice of intentionally miscalculating road load, it appears that Ford has also programmed its onboard computers with a mileage cheat device to support its miscalculation with respect to fuel economy in order to continually and more effectively conceal its malfeasance;
25. It appears that the popular Ford F-150 also suffers from the same failure of real-world fuel economy. The Car and Driver review of the 2019 F-150 states the following:

“The EPA numbers say they deliver, but our real-world highway fuel-economy test says otherwise. The 375-hp V-6 with all-wheel drive achieved [12.38L/100km] 19 mpg, an anticlimactic [58.8L/100km] 4 mpg below its EPA rating.”

The whole as appears more fully from a copy of the Car and Driver article entitled “Ford F-150” undated, produced herein as **Exhibit R-9**;

26. With respect to its 2019 Ford Ranger, Ford promised that its midsize truck “will deliver with durability, capability and fuel efficiency, while also providing in-city maneuverability and the freedom desired by many midsize pickup truck buyers to go off the grid”, the whole as appears more fully from a copy of The News Wheel article entitled “2019 Ford Ranger Most Fuel-Efficient in its Class, Because Of Course It Is” dated December 21, 2018, produced herein as **Exhibit R-10**;
27. Ford also claimed the following in a December 11, 2018 press release:

“All-New Ford Ranger Rated Most Fuel Efficient Gas-Powered Midsize Pickup in America”

...



“With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mph combined, 2019 Ford Ranger is the most fuel efficient gas-powered midsize pickup in America”

...

“Ranger is the no-compromise choice for power, technology, capability, and efficiency whether the path is on road or off”,

The whole as appears more fully from a copy of the Ford press release entitled “Adventure Further: All-New Ford Ranger Rated Most Fuel-Efficient Gas-Powered Midsize Pickup in America” dated December 11, 2018, produced herein as **Exhibit R-11**;

28. There is no question that Ford used the fuel efficiency ratings as a marketing tool to unfairly entice customers into purchasing the 2019 Ford Ranger. Indeed, Ford promised that “[t]he adventure-ready 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America – providing a superior EPA-estimated city fuel economy rating and an unsurpassed EPA-estimated combined fuel economy rating versus the competition. The all-new Ranger has earned EPA-estimated fuel economy ratings of [11.2L/100km] 21 mpg city, [9.05L/100km] 26 mpg highway and [10.23L/100km] 23 mpg combined for 4x2 trucks” (Exhibit R-11);
29. Ford claimed that “[t]his is the best-in-class EPA-estimated city fuel economy rating of any gasoline-powered four-wheel-drive midsize pickup and it is an unsurpassed EPA-estimated combined fuel economy rating” (Exhibit R-11);
30. By falsifying the certification testing and by installing a mileage cheat device in the Subject Vehicles, Ford rendered the Subject Vehicles more appealing and competitive in the marketplace, to the point of being named “best in class” and driving up sales and profits;
31. Ford also reaped an additional reward from its duplicity in terms of obtaining a National Emissions Mark (NEM) and/or certificates of conformity in the U.S. (which are valid in Canada) for the Subject Vehicles under false pretences. If a vehicle has an U.S. EPA certificate of conformity and is sold in the U.S., then the same vehicle can be imported into Canada on the basis of its U.S. EPA compliance. The vehicle is then subject to the certification and in-use standards referred to in the U.S. EPA certificate;
32. Depicted below is an NEM:



33. Cars and trucks are a major source of air pollution, which includes hydrocarbons, carbon monoxide, oxides of nitrogen, formaldehyde, particulate matter, ozone, and other smog-forming emissions. The health risks of air pollution are extremely significant—poor air quality increases respiratory ailments like asthma and bronchitis, heightens the risk of life-threatening conditions like cancer, and burdens the health care system with substantial medical costs;
34. In 2009, road transportation accounted for 19% of total greenhouse gas (GHG) emissions; light-duty passenger cars and trucks alone accounted for 12%, the whole as appears more fully from a copy of an extract from the TransportPolicy.net's website at www.transportpolicy.net, produced herein as **Exhibit R-12**;
35. In June 2012, the World Health Organization declared that vehicle emissions were carcinogenic to humans (Group 1), which is about as dangerous as asbestos, the whole as appears more fully from a copy of International Agency for Research on Cancer (WHO) Press Release entitled "IARC: Diesel Engine Exhaust Carcinogenic" dated June 12, 2012 and from a copy of the Toronto Star article entitled "Diesel exhaust as cancerous as asbestos, says WHO" dated June 13, 2012, produced herein *en liasse* as **Exhibit R-13**;
36. In Canada, emissions from motor vehicles are regulated by Environment Canada under the CEPA, which applies to new and/or used vehicles imported into Canada or to vehicles shipped inter-provincially;
37. Increasingly, the general approach to setting vehicle emissions standards in Canada is to harmonize them with the U.S. EPA standards as much as possible. On January 1, 2004, Environment Canada enacted the *On-Road Vehicle and Engine Emission Regulations*, SOR/2003-2 (the "*On-Road Vehicle and Engine Emission Regulations*") under the *Canadian Environmental Protection Act*, 1999 ("CEPA"), the purpose of which was to reduce emissions and to "establish emission standards and test procedures for on-road vehicles that are aligned with those of the U.S. EPA" for "vehicles and engines that are manufactured in Canada, or imported into Canada, on or after January 1, 2004"¹. Every model of vehicle or engine that is certified by the U.S. EPA and that is sold concurrently in Canada and in the United States, is required to meet the same emission standards in Canada as in the United States, the whole as appears more fully from a copy of the DieselNet article entitled "Emission Standards: Canada", from a copy of an extract from the TransportPolicy.net website at www.transportpolicy.net, from a copy of an extract from the Registrar of Imported Vehicles' website at www.riv.ca, and from a copy of an extract from Environment and Climate Change Canada's website at www.ec.gc.ca entitled "Workplan for General Areas of Collaboration On Vehicle and Engine Emission Control Under the Agreement Between the Government of the United States of America and the Government of Canada on Air Quality", produced herein *en liasse* as **Exhibit R-14**;

¹ *On-Road Vehicle and Engine Emission Regulations* (Exhibit R-14); ss. 2 & 3.



38. Transport Canada defines vehicle and engines types for the purposes of federal emissions regulations. The gross vehicle weight rating (GVWR – *poids nominal brut spécifié ou PNBV en français*) refers to the maximum weight a vehicle is designed to carry including the net weight of the vehicle with accessories, plus the weight of passengers, fuel, and cargo. – the 2019 Ford Ranger vehicle has a GVWR of 2744 kg and is therefore classified as a heavy light-duty truck (i.e. GVWR of more than 2 722 kg), the whole as appears more fully from a copy of the British Columbia Ministry of Transportation and Infrastructure brochure entitled “Gross Vehicle Weight Rating – Frequently Asked Questions”, from a copy of the *On-Road Vehicle and Engine Emission Regulations*, SOR/2003-2, and from a copy of an extract from the Respondents’ website at www.ford.ca, produced herein *en liasse* as **Exhibit R-15**;

39. The *On-Road Vehicle and Engine Emission Regulations* provide that a heavy light-duty truck shall:

12 (a) for the 2016 and earlier model years, conform to the exhaust emission and evaporative emission standards applicable to vehicles of the model year in question set out in section 1811 of Title 40, chapter I, subchapter C, part 86, subpart S, of the CFR;

(a.1) for the 2017 and later model years, conform to

(i) the exhaust emission standards applicable to vehicles of the model year in question set out in section 1811 of Title 40, chapter I, subchapter C, part 86, subpart S, of the CFR,

(ii) the evaporative emission and refueling emission standards applicable to vehicles of the model year in question set out in section 1813 of Title 40, chapter I, subchapter C, part 86, subpart S, of the CFR, and

(iii) the family emission limit established by the company for the evaporative emission family to which the vehicle belongs, which shall not exceed the applicable family emission limit cap set out in section 1813 of Title 40, chapter I, subchapter C, part 86, subpart S, of the CFR;

(b) be equipped with an on-board diagnostic system that conforms to the standards applicable to vehicles of the model year in question set out in section 1806 of Title 40, chapter I, subchapter C, part 86, subpart S, of the CFR; and

(c) not release any crankcase emissions.



40. The term CFR used in the *On-Road Vehicle and Engine Emission Regulations* means the *Code of Federal Regulations* of the United States, which provide the following in terms of applicable emission and evaporative emission standards for the Subject Vehicles:

TABLE S04-1—TIER 2 AND INTERIM NON-TIER 2 FULL USEFUL LIFE EXHAUST MASS EMISSION STANDARDS
[Grams per mile]

Bin No.	NO _x	NMOG	CO	HCHO	PM	Notes
11	0.9	0.280	7.3	0.032	0.12	a, c
10	0.6	0.156/0.230	4.2/6.4	0.018/0.027	0.08	a, b, d
9	0.3	0.090/0.180	4.2	0.018	0.06	a, b, e
8	0.20	0.125/0.156	4.2	0.018	0.02	b, f
7	0.15	0.090	4.2	0.018	0.02	
6	0.10	0.090	4.2	0.018	0.01	
5	0.07	0.090	4.2	0.018	0.01	
4	0.04	0.070	2.1	0.011	0.01	
3	0.03	0.055	2.1	0.011	0.01	
2	0.02	0.010	2.1	0.004	0.01	
1	0.00	0.000	0.0	0.000	0.00	

TABLE S04-2—TIER 2 AND INTERIM NON-TIER 2 INTERMEDIATE USEFUL LIFE (50,000 MILE) EXHAUST MASS EMISSION STANDARDS (GRAMS PER MILE)

Bin No.	NO _x	NMOG	CO	HCHO	PM	Notes
11	0.6	0.195	5.0	0.022	0.011	a, c, f, h
10	0.4	0.125/0.160	3.4/4.4	0.015/0.018	0.004	a, b, d, f, g, h
9	0.2	0.075/0.140	3.4	0.015	0.004	a, b, e, f, g, h
8	0.14	0.100/0.125	3.4	0.015	0.004	b, f, h, i
7	0.11	0.075	3.4	0.015	0.004	f, h
6	0.08	0.075	3.4	0.015	0.004	f, h
5	0.05	0.075	3.4	0.015	0.004	f, h

41. Before introducing the Subject Vehicles into the stream of commerce (or causing the same), Ford was required to obtain either a Canadian National Emissions Mark (NEM) under the *On-Road Vehicle and Engine Emission Regulations* or a U.S. EPA-administered certificate of conformity certifying that the vehicle comported with the emissions standards. Automakers, like Ford, are prohibited from introducing a new vehicle into the stream of commerce without a valid NEM or certificate of conformity. Moreover, vehicles must be accurately described in the application in all material respects to be deemed covered by a valid NEM or certificate of conformity;
42. Vehicle manufacturers are responsible to test their own vehicles. Prior to 2015, vehicle manufacturers used the 2-cycle testing procedure, which tested vehicles under simulated city and highway conditions to find out how much fuel they use. Manufacturers now use the 5-cycle testing procedure. The improved procedure tests for city and highway conditions as well as operating a vehicle in cold weather, the use of air conditioners, and driving at higher speeds with more rapid acceleration and braking. 5-cycle testing does a better job of reflecting typical driving conditions and styles. It produces fuel consumption ratings that are more representative of a vehicle's on-road fuel consumption, the whole as appears more fully from a copy of



an extract from the Natural Resources Canada website at www.nrcan.gc.ca, produced herein as **Exhibit R-16**;

43. Under the increasingly stringent regulations relating to emissions, Ford began to market its gasoline-powered vehicles as being cleaner, with high fuel economy. As the Ford Ranger had been out of the market for 8 years, Ford took a targeted marketing approach for the 2019 Ranger, focusing on “outdoorsy digital ads”, that pitched the truck to outdoor adventurers, the whole as appears more fully from a copy of the AdAge article entitled “Ford takes targeted marketing approach for Ranger comeback” dated March 1, 2019, produced herein as **Exhibit R-17**;
44. Ford capitalized on its fuel-efficiency as a selling point over its competitors. Ford sought a strong re-entry of the Ranger into the U.S. market by pitching it as amazingly fuel efficiency, the whole as appears more fully from a copy of the Car and Driver article entitled “The 2019 Ford Ranger Pickup Gets Slightly Better MPG Ratings Than the Honda Ridgeline” dated December 11, 2018, produced herein as **Exhibit R-18**;
45. Ford provided inaccurate computer modelling and physical testing for use in vehicle certificate testing and an onboard mileage cheat device, in order to report that its Subject Vehicles had greater fuel efficiency and emitted less pollution than they actually did;

II. The Criminal Investigation

46. In September of 2018, several Ford employees expressed concerns about the testing practices at Ford pertaining to emissions and fuel-efficiency. In February of 2019, Ford admitted it was looking into these concerns about its “computer-modeling methods and calculations used to measure fuel economy and emissions.” Kim Pittel, Ford’s vice president for sustainability, environment and safety engineering, has admitted to the New York Times that these “calculations [are] used in testing cars for fuel economy ratings and emissions certifications” (Exhibit R-5), the whole as appears more fully from a copy of The New York Times article entitled “Ford Says Justice Dept. Has Opened Criminal Inquiry Into Emissions Issues” dated April 26, 2019, produced herein as **Exhibit R-19**;
47. Ford Motor Company’s March 2019 U.S. Securities and Exchange Commission filing revealed that it is under criminal investigation by the United States Department of Justice for its emissions certification practices:

Emissions Certification (as previously reported on page 23 of our 2018 Form 10-K Report). As previously reported, the Company has become aware of a potential concern involving its U.S. emissions certification process. This matter currently focuses on issues relating to road load estimations, including analytical modeling and coastdown testing. The potential concern does not involve the use of defeat devices (see page



10 of our 2018 Form 10-K Report for a definition of defeat devices). We voluntarily disclosed this matter to the U.S. Environmental Protection Agency and the California Air Resources Board on February 18, 2019 and February 21, 2019, respectively. Subsequently, the U.S. Department of Justice opened a criminal investigation into the matter. In addition, we have notified a number of other state and federal agencies. We are fully cooperating with all government agencies. Because this matter is still in the preliminary stages, we cannot predict the outcome, and we cannot provide assurance that it will not have a material adverse effect on us.

The whole as appears more fully from a copy of Ford Motor Company's Form 10-Q for the quarterly period ended March 31, 2019, produced herein as **Exhibit R-20**;

48. Ford's marketing strategy has increasingly focused on the manufacture and sale of larger gas-guzzling pickup trucks, sport utility vehicles (SUVs), and vans. These vehicles are, of course, the most challenged by emissions standards and fuel efficiency. Ford's focus on this segment of the market created an immense incentive to cheat;

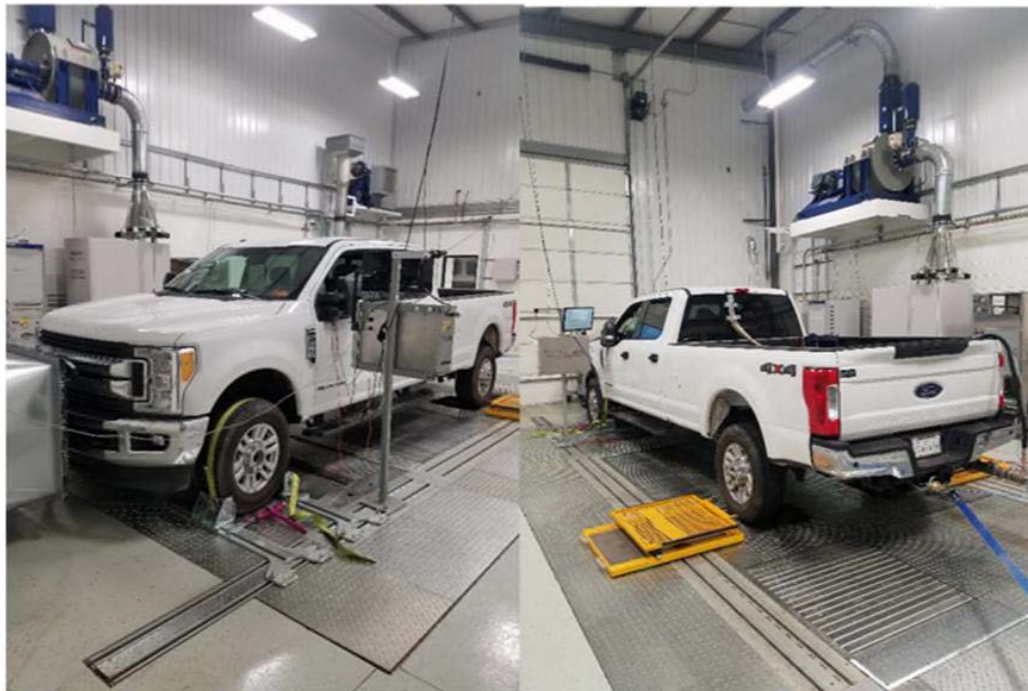
III. The Mechanism of Cheating

49. The Canadian government adheres to the test method of the U.S. EPA for coast down testing. The U.S. EPA defines "Road Load" as follows (Exhibit R-4):

"the force imparted on a vehicle while driving at a constant speed over a smooth level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag";

50. These calculations are critical to laboratory fuel efficiency and emissions testing because the vehicle is placed on a chassis dynamometer, which is essentially a treadmill for cars. When driving on a dynamometer, the vehicle is stationary and does not experience: (i) the drag of air against the vehicle, (ii) the resistance of the tire against the road surface, or (iii) the loss of horsepower that occurs in the drivetrain of the vehicle, the friction, heat, drag, and other various losses that occur between the engine and tires touching the road;



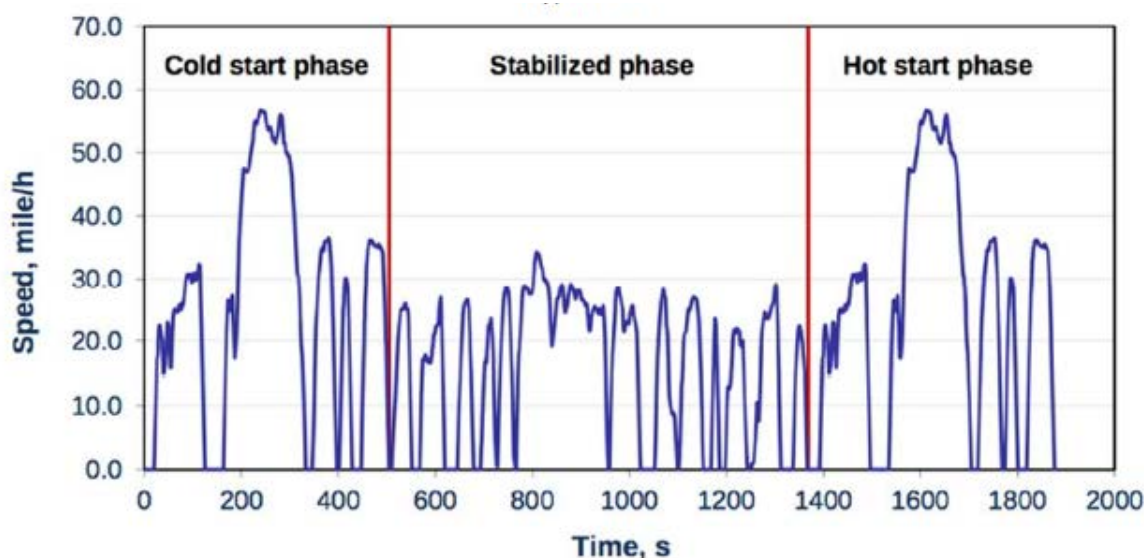


51. In order to calculate variables to be used with dynamometer testing, auto manufacturers use “coast down” tests of vehicles on the actual roadway. Coast down testing provides data regarding aerodynamic drag, tire rolling resistance, and drivetrain frictional losses and provides technical data used to program the test dynamometers that generate U.S. EPA fuel economy and emissions ratings. In a coast down test, a vehicle is brought to a high speed on a flat, straight road and then set coasting in neutral until it slows to a low speed. By recording the time that the vehicle takes to slow down, it is possible to model the forces affecting the vehicle;
52. Coast down tests are governed by tests developed by the Society of Automotive of Engineers (SAE). SAE developed a standard procedure (J2263-Dec 2008) to perform road load measurement using coast down testing, and a standard procedure (J1263-Mar 2010) to perform and road load measurement and dynamometer simulation using coast down testing, and the current government-approved standard for road load measurement using onboard anemometry and coast down testing technique is SAE International Standard J2263. These standards must be followed by federal regulation. The data relating to speed and distance are recorded by special instruments, and to account for various factors that might affect the results. The test produces data that identifies or maps the drag and other forces acting on the vehicle in the real world, the whole as appears more fully from a copy of the SAE International Surface Vehicle Recommended Practice, produced herein as **Exhibit R-21**;
53. A coast down requires planning, data collection, and data processing, but offers many opportunities for manipulation of the data. Data variability and



error can be controlled, but several factors must be considered under SAE standards, including calculation of (i) the mass of the vehicle, (ii) tire pressure, (iii) weather, (iv) environmental factors (e.g., wind speed, air temperature, humidity, and barometric pressure), (v) aerodynamic factors, and (vi) road surface. In addition, the experiment design and methodology, measurement errors, data acquisition systems, and vehicle qualifications must be accounted for. The SAE procedure on coast down testing includes an appendix with Fortran code² that processes experimental velocity data and produces a mathematical vehicle force model;

54. An example of a driving cycle is depicted below. This graph represents the FTP-75 (U.S. Federal Test Procedure, which is used in Canada) cycle that has been created by the U.S. EPA and is used for emission certification and fuel economy testing of light-duty vehicles. The protocol specifies all conditions under which the engine is tested, including lab temperature and vehicle conditions. Most importantly, the test cycle defines the vehicle speed over time that is used to simulate a typical driving scenario. This particular cycle simulates an urban route with frequent stops, combined with both a cold and a hot start transient phase. The cycle lasts 1,877 seconds (about 31 minutes) and covers a distance of 17.77 km (11.04 miles) at an average speed of 34.12 km/h (21.2 mph):



55. Besides urban test cycles such as FTP-75, there are also cycles that simulate driving patterns under different conditions. To assess conformity, several of these tests are carried out on a chassis dynamometer, a fixture that holds a car in place while allowing its drive wheel to turn with varying resistance. Emissions are measured during the test and compared to an emissions standard that defines the

² Fortran, derived from Formula Translation, is a general-purpose, compiled imperative programming language that is especially suited to numeric computation and scientific computing.



maximum pollutant levels that can be released during such a test, the whole as appears more fully from a copy of the DieselNet article entitled “Emission Test Cycles”, produced herein as **Exhibit R-22**;

56. The FTP-75 is the primary dynamometer cycle used to certify the light- and medium-duty passenger cars/trucks. This cycle is primarily a dynamic cycle, with rapid changes in speed and acceleration meant to reflect city driving along with some steadier higher speed sections meant to account for some highway driving;
57. Ford’s resulting certifications and representations of fuel efficiency and emissions are misrepresentations;

IV. Ford’s History of Cheating

58. Ford has a long history of emissions cheating. The recent Volkswagen emissions cheating scandal is definitely not the first – it is simply current. In 1973, Ford and Volkswagen were caught in the U.S. EPA’s first investigation into emission cheating devices;
59. Ford was caught again in 1998, using a defeat device to defeat the emissions control system on 60,000 Econoline vans, which resulted in a \$7.8 million settlement with the U.S. EPA, the whole as appears more fully from a copy of the Autoweek article entitled “VW emissions 'defeat device' isn't the first” dated September 24, 2015, produced herein as **Exhibit R-23**;
60. In January 2018, Ford was again accused of cheating on emissions certification for the model years 2011 to 2017 F-250 and F-350 Super Duty vehicles. The litigation is ongoing;
61. Ford appears to still not have learned its lesson, even after having gotten caught numerous times in the past 45 years. Although this time, instead of continuing its exposed strategy of cheating the government with defeat devices on emissions testing, it found an easier target for its fraud. The name of the game may have changed, but Ford’s behaviour has remained the same – with consumers continuously being injured. Ford has been misrepresenting the fuel efficiency of its Subject Vehicles, which is a more indirect way of continuing to cheat on emissions requirements. Through computer modelling, Ford has constructed a fuel efficiency for each vehicle that does not exist under real world conditions;
62. Ford over-stated the fuel efficiency of its Ford Fusion and C-MAX hybrid vehicles and was sued for it. As a result, on June 12, 2014, it announced that it would reduce the mileage rating on six new models and pay \$125 to \$1,050 to customers who own or lease about 200,000 cars, the whole as appears more fully from a copy of The Motor Trend article entitled “Comparison: 2010 Ford Fusion Hybrid vs 2009 Toyota Camry Hybrid” dated January 9, 2009, from a copy of the Car and Driver article entitled “2010 Ford Fusion Hybrid vs. Camry Hybrid, Altima Hybrid, and



Malibu Hybrid - Comparison Tests” dated February 2009, and from a copy of The New York Times article entitled “Ford Lowers Gas Mileage on 6 Models, All 2013-14s” dated June 12, 2014, produced herein *en liasse* as **Exhibit R-24**;

63. This would prove to be the tip of the iceberg. Ford was not only misrepresenting the fuel efficiency of these supposedly extremely fuel-efficient vehicles. Ford had developed a way to over-state the fuel efficiency of any vehicle;

V. The Respondents’ Marketing

64. Even after the Ford employees had come forward about the cheating, Ford not only took no action to correct its misrepresentations or to alert consumers that their test methods were flawed and that consumers would not get the promised fuel economy, it actually continued to promote the 2019 Ranger truck as having amazing performance without compromise, and the claims of its fuel efficiency are front and centre:



- With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined, 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America,

The whole as appears more fully from a copy of the Ford press release entitled “Adventure Further: All-New Ford Ranger Rated Most Fuel-Efficient Gas-Powered Midsize Pickup in America” dated December 11, 2018, produced herein as **Exhibit R-25**;



65. Ford's claim of most fuel efficient in its class is repeated in sales brochures for the 2019 Ford Ranger:



TURBO CHARGED STANDOUT

2.3L ECOBOOST

CLASS-EXCLUSIVE 10-SPEED AUTOMATIC TRANSMISSION

Ranger is the only truck in the Midsize Pickup class to offer an advanced turbocharged gas engine. As one of the most versatile, powerful and efficient gas powertrains in its class, the 2.3L EcoBoost® paired with its 10-speed partner is the only powertrain Ranger needs. The engine's 16-valve design features chain-driven dual overhead cams, a twin-scroll turbocharger, a forged-steel crankshaft and connecting rods, cast-aluminum pistons, and an overboost function that lifts output on every gear change. It's designed to play hard and smart. Because that's a surefire path to a whole lotta fun.

POWERFUL
Class-leading 310 lb.-ft. of gas torque gives Ranger serious get-up-and-go — besting even the V6 engines in its class. You also get 270 horsepower. More than enough to take you and your stuff to the top of that mountain — and beyond.

STRONG
Ranger comes with a standard 3,500-lb. towing capacity, Trailer Sway Control and more. The Trailer Tow Package gives you best-in-class gas max. towing of 7,500 lbs! So it's easy to bring your gear out to play, too.

EFFICIENT
In fact, Ranger is the most fuel-efficient gas-powered midsize pickup in America.² Class-exclusive Auto Start-Stop Technology helps it get exceptional mpg ratings. And a driving range of up to 414 miles per tank³ helps you get way out into the wilderness.

270 HORSEPOWER
BEST-IN-CLASS GAS 310 LB.-FT. OF TORQUE

BEST-IN-CLASS 1,860 LBS. MAX. PAYLOAD¹
BEST-IN-CLASS GAS 7,500 LBS. MAX. TOWING¹

EPA-estimated ratings³
BEST-IN-CLASS 21 MPG CITY
UNSURPASSED GAS 26 MPG HWY
UNSURPASSED 23 MPG COMBINED

The whole as appears more fully from a copy of the 2019 Ford Ranger brochure, produced herein as **Exhibit R-26**;

66. On its website, Ford continues to represent that the 2019 Ford Ranger has a fuel efficiency of 11.8L/100km for city driving and 9.8L/100km for highway driving despite this being false in reality, the whole as appears more fully from a copy of an extract from Ford's website at www.ford.ca, produced herein as **Exhibit R-27**;

67. Ford warrants its 2019 Subject Vehicles as follows:

EMISSIONS CONTROL SYSTEM COVERAGE

The Emissions Control System is covered by two warranties: the Emissions Defects Warranty and the Emissions Performance Warranty

Emissions Defects Warranty Coverage

Under the Emissions Defects Warranty, Ford provides coverage from the original warranty start date for emissions related defects for 24 months or 40,000 kilometres (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles



up to 3,856 kilograms (8,500 lb) GVWR)...During this coverage period, Ford warrants that:

- Your vehicle or engine is designed, built and equipped to meet the applicable emissions standards prescribed by law at the time it was sold.
- Your vehicle or engine is free from defects in factory-supplied materials and/or workmanship that could prevent it from conforming to those applicable emissions standards.

The whole as appears more fully from a copy of the Ford 2019 Model Year Warranty Guide, produced herein as **Exhibit R-28**;

68. These representations are deceptive and false, and the Respondents sold the Subject Vehicles while omitting information that would be material to a reasonable consumer; i.e. that they were significantly less fuel efficient than represented and that they had installed a mileage cheat device in the Subject Vehicles;

VI. Summative Remarks

69. The Respondents were well aware that fuel efficiency and emissions are significant factors for customers making vehicle purchase/lease decisions – the misrepresentations regarding these two factors was designed to influence customers to purchase their Subject Vehicles based on false information;

70. Because of the Respondents' actions, the Subject Vehicles that they sold to the Petitioner and the Class are not what they had promised. During normal operation, the Subject Vehicles do not perform as represented;

71. Taken together, the above facts reveal that the Respondents have intentionally concealed the real fuel necessities and emissions from regulators and consumers alike;

72. Class Members had no way of knowing about Ford's deception with respect to the Subject Vehicles' performance in real-world driving. To be sure, Ford continues to market the Subject Vehicles, including the 2019 Ranger, with false representations of its fuel efficiency. The Subject Vehicles also contain a computerized mileage cheat device that constantly misrepresents the fuel efficiency to consumers as they drive;

73. Put simply, the Petitioner and all members of the Class paid a premium for their purportedly fuel efficient and environmentally-friendly vehicles and were harmed by having been sold and/or leased vehicles that do not perform as advertised. Plaintiff and members of the Class were thus injured at the point of sale and throughout their ownership of the Subject Vehicle(s), as they would not have purchased and/or



leased the Subject Vehicles (or at the very least would not have paid such a high price for them) if Ford had truthfully disclosed their actual performance;

74. As a result of the Respondents' surreptitious manipulation of its certification testing and use of the mileage cheat device to exaggerate the fuel economy of the Subject Vehicles and to downplay their emissions, owners and lessees of the Subject Vehicles have suffered damages upon which they are entitled to claim;

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

75. On February 18, 2019, the Petitioner leased a new 2019 Ford Ranger Lariat Supercrew 4W (VIN 1FTER4FH4KLA06630) from Automobile Perron (Chicoutimi) inc. at 930 boulevard Talbot, in Chicoutimi, Quebec for a costs of \$558.97 plus taxes (total \$642.68) per month (the full cost-price of the Subject Vehicle being \$51,246.23 and the Petitioner put a down payment of \$4,230.98), the whole as appears more fully from a copy of the paperwork dated February 18, 2019, produced herein as **Exhibit R-29**;

76. The Petitioner leased the Subject Vehicle and even paid a premium for it based on the fact that it had been represented to him that the Subject Vehicle was very fuel efficient (11.8L/100km for city driving and 9.8L/100km for highway driving); the Petitioner also assumed that the vehicle met all federal and environmental regulations;

77. The Petitioner soon noticed that the Subject Vehicle was consuming more fuel than was represented and that the fuel consumption was much higher than he would have expected given the Respondents' representations relating to the vehicle's fuel efficiency; the Petitioner estimates that instead the vehicle's fuel consumption was more like 16.5L/100km for city driving and 13L/100km for highway driving;

78. The Petitioner has recently become aware of the existence of this problem and that a class action had been filed in the United States due to this same issue, as appears from a copy of the U.S. Class Action Complaint, produced herein as **Exhibit R-30**;

79. Petitioner has suffered ascertainable loss as a result of the Respondents' omissions and/or misrepresentations associated with the Mileage Cheat Device, including, but not limited to, overpayment for the Subject Vehicle, excessive fuel charges, and trouble and inconvenience;

80. Had Petitioner known about the real fuel efficiency of the Subject Vehicle, he would not have leased the Subject Vehicle or would not have paid such a high price;

81. Petitioner's damages are a direct and proximate result of the Respondents' conduct;

82. In consequence of the foregoing, the Petitioner is justified in claiming damages;



III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH MEMBER OF THE CLASS

83. Every member of the Class has purchased and/or leased a Subject Vehicle and is justified in claiming at least one or more of the following as damages:

- a. Overpayment of the purchase price and/or lease payments of the Subject Vehicles,
- b. Lower resale value/ diminished value of the Subject Vehicles,
- c. Increased fuel expenditures (past, present and future),
- d. Out-of-pocket loss,
- e. Cost of future attempted repairs,
- f. Trouble and inconvenience, and
- g. Punitive and/or exemplary damages;

84. All of these damages to the Class Members are a direct and proximate result of the Respondents' conduct;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A) The composition of the Class makes it difficult or impractical to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

85. Petitioner is unaware of the specific number of persons who purchased and/or leased the Subject Vehicles; however, it is safe to estimate that it is in the thousands;

86. Class Members are numerous and are scattered across the province;

87. 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 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 the Respondents would increase delay and expense to all parties and to the court system;

88. Also, a multitude of actions instituted in different jurisdictions, both territorial and judicial districts, risks having contradictory judgments on issues of fact and law that are similar or related to all members of the Class;



89. These facts demonstrate that it would be impractical, if not impossible, to contact every member of the Class to obtain mandates and to join them in one action;
90. 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 claims of the members of the Class raise identical, similar or related issues of law or fact
91. Individual issues, if any, pale by comparison to the numerous common issues that will advance the litigation significantly;
92. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Respondents' misconduct;
93. The claims of the Class Members raise identical, similar or related issues of fact or law, namely:
- a) Did the Respondents miscalculate and misrepresent certain road-testing factors during vehicle certification testing, including, but not limited to coast down testing and road load calculations?
 - b) Did the Respondents design, test, manufacture, market, distribute, warrant, lease, and/or sell the Subject Vehicles equipped with a Mileage Cheat Device designed to support its miscalculation with respect to fuel economy?
 - c) Did the Respondents provide false information to federal regulators in Canada and/or in the U.S. regarding the fuel efficiency and emissions of the Subject Vehicles?
 - d) Did the Respondents know that the testing certifying the fuel efficiency and emissions of the Subject Vehicles was tainted by inaccurate information?
 - e) Did the Respondents know or should they have known about the Mileage Cheat Device?
 - f) Did the Respondents intentionally design, manufacture, market, distribute, warrant, lease and/or sell Subject Vehicles with misleading fuel efficiency and emissions ratings?
 - g) Did the Respondents conceal information regarding the fuel efficiency and emissions of the Subject Vehicles from federal regulators and/or consumers?
 - h) Did the Respondents engage in unfair, false, misleading, or deceptive acts or practices regarding the Subject Vehicles?



- i) Should an injunctive remedy be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- j) Are the Respondents responsible for all related damages (including, but not limited to: the overpayment of the purchase price and/or lease payments of the Subject Vehicles, the lower resale value of the Subject Vehicles, increased fuel expenditures, out-of-pocket loss, the cost of future attempted repairs, loss of performance from future repairs, and trouble and inconvenience) to Class Members as a result of their misconduct and in what amount?
- k) Are the Respondents responsible to pay punitive damages to Class Members and in what amount?

94. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

95. The action that the Petitioner wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and declaratory judgment;

96. The conclusions that the Petitioner wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the Plaintiff and each of the members of the Class;

DECLARE the Defendants have committed unfair, false, misleading, and/or deceptive conduct with respect to the design, testing, manufacture, marketing, advertising, distribution, warranting, lease, and/or sale of the Subject Vehicles equipped with intentionally inaccurate fuel efficiency representations and Mileage Cheat Devices;

ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct by designing, testing, marketing, advertising, leasing, selling and/or representing the Subject Vehicles in a false manner and/or ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct in enabling same and/or in knowingly concealing information regarding the fuel efficiency and emissions of the Subject Vehicles;

DECLARE the Defendants solidarily liable for the damages suffered by the Plaintiff 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 application 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) Petitioner requests that he be attributed the status of representative of the Class

97. The Petitioner is a member of the Class;

98. The Petitioner is ready and available to manage and direct the present action in the interest of the members of the Class that he wishes to represent and is determined to lead the present file to 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 and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with his attorneys;

99. The Petitioner has the capacity and interest to fairly and properly protect and represent the interest of the members of the Class;

100. The 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;

101. The Petitioner, with the assistance of his attorneys, is 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;



102. The Petitioner has given instructions to his attorneys to put information about this class action on its website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;
103. The 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 protected so that they may be compensated for the damages that they have suffered as a consequence of the Respondents' conduct;
104. The Petitioner understands the nature of the action;
105. The Petitioner's interests are not antagonistic to those of other members of the Class;
106. The Petitioner is prepared to be examined out-of-court on his allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
107. The Petitioner has spent time researching this issue on the internet and meeting with his attorneys to prepare this file. In so doing, he is convinced that the problem is widespread;
108. The Petitioner, with the assistance of his attorneys, has created a webpage at www.clg.org wherein other Class Members can enter their coordinates to join the class action and be kept up to date on its development;
- B) Petitioner suggests that this class action be exercised before the Superior Court of justice in the district of Montreal
109. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;
110. The Petitioner's attorneys practice their profession in the judicial district of Montreal;
111. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;



APPOINT the Petitioner as representative of the persons included in the class herein described as:

- all persons, entities or organizations resident in Quebec who purchased and/or leased one or more of the Ford vehicles whose fuel economy ratings were less than the fuel economy rating produced by the applicable federal test, including but not limited to the model year 2019 Ford Ranger vehicle (the “Subject Vehicles”), or any other group to be determined by the Court;

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

- a) Did the Defendants miscalculate and misrepresent certain road-testing factors during vehicle certification testing, including, but not limited to coast down testing and road load calculations?
- b) Did the Defendants design, test, manufacture, market, distribute, warrant, lease, and/or sell the Subject Vehicles equipped with a Mileage Cheat Device designed to support its miscalculation with respect to fuel economy?
- c) Did the Defendants provide false information to federal regulators in Canada and/or in the U.S. regarding the fuel efficiency and emissions of the Subject Vehicles?
- d) Did the Defendants know that the testing certifying the fuel efficiency and emissions of the Subject Vehicles was tainted by inaccurate information?
- e) Did the Defendants know or should they have known about the Mileage Cheat Device?
- f) Did the Defendants intentionally design, manufacture, market, distribute, warrant, lease and/or sell Subject Vehicles with misleading fuel efficiency and emissions ratings?
- g) Did the Defendants conceal information regarding the fuel efficiency and emissions of the Subject Vehicles from federal regulators and/or consumers?
- h) Did the Defendants engage in unfair, false, misleading, or deceptive acts or practices regarding the Subject Vehicles?
- i) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- j) Are the Defendants responsible for all related damages (including, but not limited to: the overpayment of the purchase price and/or lease payments of the Subject Vehicles, the lower resale value of the Subject Vehicles,



increased fuel expenditures, out-of-pocket loss, the cost of future attempted repairs, loss of performance from future repairs, and trouble and inconvenience) to Class Members as a result of their misconduct and in what amount?

- k) Are the Defendants responsible to pay punitive 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 Plaintiff and each of the members of the Class;

DECLARE the Defendants have committed unfair, false, misleading, and/or deceptive conduct with respect to the design, testing, manufacture, marketing, advertising, distribution, warranting, lease, and/or sale of the Subject Vehicles equipped with intentionally inaccurate fuel efficiency representations and Mileage Cheat Devices;

ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct by designing, testing, marketing, advertising, leasing, selling and/or representing the Subject Vehicles in a false manner and/or ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct in enabling same and/or in knowingly concealing information regarding the fuel efficiency and emissions of the Subject Vehicles;

DECLARE the Defendants solidarily liable for the damages suffered by the Plaintiff 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 application 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 judgment 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 judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in The Montreal Gazette and La Presse;

ORDER that said notice be available on the Respondents' websites, Facebook pages, and Twitter accounts with a link stating "Notice to 2019 Ford Ranger and F-150 Current and Former Owners/Lessees";

ORDER that said notice be sent by individual letters emailed and/or mailed to Class Members by using the Respondents' customer list;

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 all publication and dissemination fees.

Montreal, May 15, 2019

Andrea Grass

CONSUMER LAW GROUP INC.

Per: Me Andrea Grass
Attorneys for the Petitioner

