

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KENNETH DAVID STEWART

Plaintiff

- and -

GENERAL MOTORS OF CANADA LIMITED
and GENERAL MOTORS CORPORATION

Defendants

Proceedings commenced pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.

AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

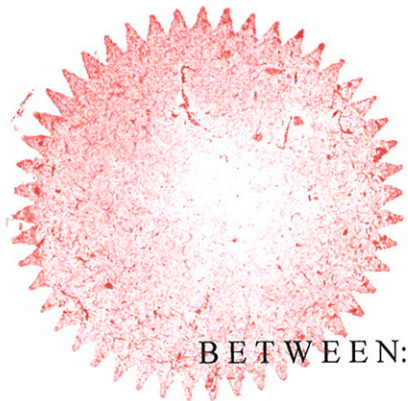
A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

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

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

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

AMENDED THIS June 29, 2006 PURSUANT TO
MODIFIE CE CONFORMEMENT A
 RÈGLE/LA RÈGLE 26.02 (A)
 THE ORDER OF L'ORDONNANCE DU
DATED / FAIT LE
REGISTRAR / GREFFIER
SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE



IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local legal aid office.

April 24, 2006

Issued by



Local registrar

Address of court office:
393 University Avenue
Toronto, Ontario
M5G 1E6

TO: **GENERAL MOTORS OF CANADA LIMITED**
1908 Colonel Sam Drive
Oshawa, Ontario
L1H 8P7

AND TO: **GENERAL MOTORS CORPORATION**
300 Renaissance Centre
Detroit, MI

CLAIM

1. The plaintiff claims on his own behalf and on behalf of all of the members of the Class (as defined below):

- (a) an order certifying this proceeding as a class proceeding and appointing the plaintiff as representative plaintiff for the Class (defined below) and any appropriate subclass thereof;
- (b) a declaration that the benefits which accrued to the defendants as a result of their negligence and failure to warn unjustly enriched the defendants;
- (c) an accounting of the benefits which accrued to the defendants as a result of their negligence and/or failure to warn;
- (d) a declaration that the defendants hold in trust for the Class the benefits which accrued to the defendants as a result of their negligence and/or failure to warn, which sum is presently estimated to be \$1,200,000,000;
- (e) disgorgement of the benefits which accrued to the defendants as a result of their negligence and/or failure to warn;
- (f) further or alternatively:
 - (i) damages equivalent to the sums they have paid out of their pockets in attempts to identify and repair the Design Deficiencies ~~IMG~~ defect (defined below) or other related failures;
 - (ii) damages equivalent to the costs of rectifying the Design Deficiencies ~~IMG~~ defect or other related failures;

- (iii) damages equivalent to the resultant damage to property other than the IMG (defined below) or Class Vehicles (defined below);
- (iv) damages for diminution in the value of their vehicles;
- (v) damages pursuant to s. 36 of the *Competition Act*;
- (vi) damages pursuant to s. 18(2) of the *Consumer Protection Act, 2002*
and equivalent in other provinces;
- (g) damages in the sum equal to the sums claimed above as a result of
spoliation;
- (h) exemplary, punitive and aggravated damages in the amount of
\$10,000,000.00;
- (i) prejudgment and post judgment interest pursuant to the *Courts of Justice*
Act, R.S.O. 1990, c. 43, or equivalent in other provinces;
- (j) costs of this action on a substantial indemnity basis together with any
applicable Goods and Services Tax payable pursuant to the *Excise Tax*
Act, R.S.C. 1990. C. E-15; and
- (k) such further relief as this Honourable Court may deem just.

THE PARTIES

The Plaintiff

2. The plaintiff, Kenneth David Stewart (Stewart), resides in the Town of Courtice, in the Province of Ontario. Stewart is a Baptist minister, serving a congregation at a Baptist church in Oshawa.

The Class

3. The plaintiff brings this action on his own behalf and on behalf of the following persons resident anywhere in Canada ~~other than in British Columbia or Québec~~ (the “Class”) who:

- (a) currently own or lease vehicles with an IMG;
- (b) have owned or leased vehicles with an IMG and paid or were charged for the cost of repairing and/or replacing an IMG, or rectifying any failure related to the ~~IMG defect~~ Design Deficiencies, or performing services to attempt to detect or identify the ~~IMG defect~~ Design Deficiencies or any failures related to the ~~IMG defect~~ Design Deficiencies.

The Defendants

4. The defendant, General Motors Corporation (“GM USA”) is a corporation duly incorporated in the state of Delaware pursuant to the laws of the United States of America. GM USA designs, tests, manufactures and directs the manufacture of the motor vehicles described below.

5. GM USA controls and directs the business of its Canadian subsidiary or affiliate, General Motors of Canada Limited (“GM Canada”) in the design, manufacture, marketing, sales, servicing and export of General Motors (“GM”) motor vehicles.

6. The defendant, GM Canada, is a federally incorporated company which carries on business in the Province of Ontario and throughout Canada. GM Canada is wholly owned and controlled by GM USA.

THE DESIGN DEFICIENCIES IMG DEFECT

7. ~~GM USA designed, marketed, tested and/or manufactured in the 1995 through 2003 model-years certain Buick, Chevrolet, Oldsmobile and Pontiac motor vehicles with a 3.1, 3.4, 3.8 or 4.3 litre engine using a specific intake manifold gasket (IMG). These vehicles include those listed in Schedule "A" (the Class Vehicles). Certain of these vehicles were supplied by GM USA to GM Canada and sold or leased in Canada through Canadian GM dealerships: GM USA and/or GM Canada designed, manufactured, distributed, marketed and advertised, in the 1995 through 2004 model-years, certain Buick, Chevrolet, Oldsmobile and Pontiac motor vehicles with a 3.1, 3.4, 3.8 or 4.3 litre engine using a specific intake manifold gasket (IMG). These vehicles include those listed in Schedule "A" (the Class Vehicles). The defendants licensed authorized retailers and distributors to market and sell the Class Vehicles on their own behalf.~~

8. ~~Further, or in the alternative, GM Canada designed, marketed, tested and/or manufactured said 1995 through 2003 model-years motor vehicles with this~~

~~specific IMG. Certain of these vehicles were sold or leased in Canada through Canadian GM dealerships:~~

8. The Class Vehicles were designed and manufactured by the defendants such that the IMG degrades prematurely causing coolant to leak ~~into the engine~~. In particular, the material used to manufacture the IMG did not prevent corrosion from the coolant in the coolant system and the IMG did not properly seal the gasket to the engine causing leaks to occur (collectively, the Design Deficiencies). Among other consequences of the Design Deficiencies, the coolant mixes with engine oil making the oil ineffective and damaging the engine. The engines acquire a propensity to ~~In some cases the engines~~ overheat and seize completely creating a danger to the operator and occupants and require ~~which means the vehicles need complete~~ engine replacements. ~~This is described herein as the “IMG defect”:~~

9. The Design Deficiencies ~~were IMG defect was~~ corrected when the defendants introduced a new gasket in 2003 or 2004. This was an implicit admission by the defendants of their negligence described below.

REPRESENTATIVE PLAINTIFF

10. Stewart is the owner of two Class Vehicles which contained the Design Deficiencies and for which repairs were required as described below. Stewart has

suffered damages as a result of the defendants' conduct and the Design Deficiencies, including out-of-pocket expenses for repairs and replacement parts and the diminution of value of these vehicles.

1997 Pontiac Trans Sport

11. Stewart purchased a new 1997 Pontiac Trans Sport bearing VIN 1GMDU06E6VD294105 (the 1997 Van) in or around September 1997 from Plaza Pontiac Buick GMC Inc., located in Toronto, Ontario, for a purchase price of approximately \$22,000.

12. In May 2004, when the 1997 Van's mileage was approximately 162,000 km, there was a total engine failure while Stewart was stopped at an intersection. Stewart had to have the 1997 Van towed to a mechanic for repairs.

13. Due to an internal coolant leak into the engine caused by the Design Deficiencies, the 1997 Van engine suffered extensive damage, including a cracked camshaft. The 1997 Van required extensive repair, including the replacement of the engine. The cost of the replacement of the engine and repairs arising from the Design Deficiencies, was \$4,320.15, including taxes.

14. Stewart still owns the 1997 Van.

2002 Pontiac Montana

15. Stewart purchased a new 2002 Pontiac Montana being VIN 1GMDX03E02D314372 (the 2002 Van) from Mills Pontiac Buick GMC Ltd. (Mills) in or about September 2002 for a purchase price of approximately \$33,000.

16. In January 2006, when the 2002 Van's mileage was approximately 64,000 km, Mills detected an internal coolant leak into the engine, which arose from the Design Deficiencies. The 2002 Van required extensive repairs, including the replacement of the IMG and related parts. Mills also recommended replacement of the engine oil and a coolant flush as a result of the Design Deficiencies.

17. While the warranty had already expired, Mills agreed to perform the repairs to the IMG at no further cost to Stewart, but required Stewart to pay for the engine oil replacement and coolant flush. The total cost to Stewart for these services was \$132.78, including taxes.

18. Stewart still owns the 2002 Van.

**DUTIES OF CARE OWED BY THE DEFENDANTS TO THE PLAINTIFF
AND THE CLASS (AS DEFINED BELOW)**

19. The plaintiff pleads that the defendants owed to the plaintiff and the Class the following duties of care to avoid the acts and omissions described in paragraph 22 †† and more generally:

- (a) to ensure that the IMG was designed, marketed, tested, and/or manufactured safely, properly and in a good and workmanlike manner so that it would not degrade prematurely;
- (b) to warn the plaintiff and the Class of the Design Deficiencies ~~IMG defect~~ once it became aware (or through reasonable due diligence could have become aware) of its their existence;
- (c) to remedy the Design Deficiencies ~~IMG defect~~ upon discovering them it through the recall and repair of the Class vehicles.

20. In addition and in the alternative, the plaintiff pleads that the defendants owed them and all Class members a duty of care to ensure that the Class Vehicles were of merchantable quality and fit for their intended purpose, namely, to operate as functional motor vehicles which do not prematurely degrade under normal operating conditions.

21. The defendants have acknowledged the existence of this duty of care by, amongst other things:

- (a) adopting and implementing a business plan to establish goodwill through the branding of Class Vehicles by product name by way of direct consumer advertising;
- (b) addressing IMG related problems of Class Vehicles as opposed to requiring that their retailers or distributors fix the problems at their own costs;
- (c) attempting to resolve the performance problems with the Class Vehicles by providing service bulletins to their authorized retailers, distributors and others who repair Class Vehicles;
- (d) redesigning the IMGs so they would function as originally intended.

NEGLIGENCE OF THE DEFENDANTS

22. The defendants breached their duty of care to the plaintiff and to the Class by negligently designing, marketing, testing and manufacturing designed, marketed, tested and manufactured the Class Vehicles and failing to ensure they were of merchantable quality and fit for their intended purpose. The particulars include the following:

- (a) the IMG was designed in a manner which, under normal conditions, usage and applications causes it to degrade and fail, which in turn causes the engine to overheat and fail;

- (b) the IMG was manufactured in a manner which, under normal conditions, usage and applications would overheat and fail;
- (c) the IMG was not properly or adequately tested to avoid the Design Deficiencies ~~IMG defect~~;
- (d) the Class Vehicles were marketed in such a manner as not to reveal the Design Deficiencies ~~IMG defect~~ and the consequences;
- (e) the Class Vehicles failed to perform at their optimal level because of premature degradation and the defendants' failure to rectify the Design Deficiencies ~~IMG defect~~;
- (f) the Design Deficiencies ~~were~~ ~~IMG design~~ was not altered to avoid premature degradation;
- (g) the IMG design was not changed promptly once the defendants knew the IMG was subject to premature degradation;
- (h) inadequate testing was carried out to ensure a proper design and to ensure proper and prompt modifications to the IMG to eliminate the foreseeable risks;
- (i) the defendants consciously accepted the risk of the Design Deficiencies ~~IMG defect~~;
- (j) the defendants failed to attach a warning or warning label to the IMG or the owners' manuals alerting users and mechanics to the risk of the premature failure;

- (k) the defendants failed to develop any appropriate method for testing the IMG before they were manufactured, assembled, distributed and sold;
- (l) the defendants failed to establish any adequate procedures to educate their distributors, sales and service representatives or the ultimate users;
- (m) the defendants failed to establish any adequate procedure to ensure that possible design defects in the IMG were discovered and users' complaints were transmitted from them to the customers, sales representatives or distributors;
- (n) the defendants failed to establish ~~any~~ or any adequate procedure for evaluating customers' complaints with respect to the IMG;
- (o) the defendants failed to recall and repair or to ensure the repair of Class Vehicles that Class members gave to the defendants or the defendants' agents for servicing;
- (p) the defendants failed to accurately, candidly, promptly and truthfully disclose the defective nature of the IMG;
- (q) the defendants failed to identify, implement and verify that procedures were in place to address design problems, complaint handling or timely notification of IMG failures or complaints;
- (r) the defendants failed to implement adequate performance specifications for the IMG;
- (s) the defendants failed to conduct in-process and finished device testing to ensure performance specifications for the IMG were met;

- (t) the defendants failed to adequately define or control written manufacturing specifications, processes, procedures and controls for the IMG;
- (u) the defendants failed to conform with good manufacturing and distribution practices;
- (v) the defendants failed to introduce proper quality assurance programs to identify, recommend or provide adequate solutions for the Design Deficiencies IMG-defect;
- (w) the defendants failed to change their design, manufacturing and assembly process with respect to the IMG in a reasonable and timely manner;
- (x) the defendants hired incompetent personnel and appointed incompetent officers and directors;
- (y) the defendants failed to properly supervise their employees, their subsidiaries and associated and affiliated corporations;
- (z) the defendants failed to advise the plaintiff and the Class that the IMG was defective and needed to be replaced;
- (aa) the defendants knew or ought to have known of the abnormal wear and tear and risk of damage to vehicles if the IMG was not replaced;
- (bb) the defendants failed to conduct adequate testing and research regarding the risk of using the IMG;
- (cc) the defendants failed to engage in adequate pre-market and production testing of the vehicles in respect of the IMG;

- (dd) the defendants continued to fail to fulfill their ongoing obligation to fully disclose the results of their testing and research regarding the damage to GM vehicles arising from the IMG; and
- (ee) the defendants used and recommended the use of coolants which were too abrasive having regard to the design and manufacture of the IMG.

23. By virtue of the acts and omissions described above, the defendants were negligent and caused damage to the plaintiff and the Class.

24. The plaintiff pleads that by virtue of the acts and omissions described above, the defendants are liable in damages to him and to the Class members and that each defendant is responsible for the acts and omissions of the other defendants for the following reasons:

- (a) each was the agent of the other;
- (b) each companies' business was operated so that it was inextricably interwoven with the business of the other as set out above;
- (c) each company entered into a common advertising and business plan to distribute and sell GM motor vehicles containing the IMG;
- (d) each defendant owed a duty of care to the other and to each Class member by virtue of the common business plan to manufacture, distribute, market, test and sell GM motor vehicles with the Design Deficiencies IMG defect;

- (e) the defendants intended that their businesses be run as one global business organization.

FAILURE TO DISCLOSE AND RECALL

25. The defendants have known about the Design Deficiencies IMG defect for years but have failed to take any adequate remedial steps. In 2003, 2004 in an internal service bulletin, the defendants wrote:

“Some owners may comment on an apparent oil or coolant leak. Additionally, the comments may range from spots on the driveway to having to add fluids.”

[The IMG] may be leaking allowing coolant, oil or both to leak from the engine . . .”

“Some owners may comment on excessive engine coolant consumption, or an engine coolant leak near or under the throttle body area of the upper intake manifold.”

“Upper intake manifold composite material may degrade . . . and could result in an internal or external coolant leak.”

26. Following the manufacture of the Class Vehicles, the defendants were aware that the Class vehicles were experiencing engine failure during operation due to the Design Deficiencies IMG defect and that such engine failures were occurring with unreasonable frequency and were resulting in considerable expense to owners and lessees of said motor vehicles.

27. From 1995 through to the present, the defendants concealed the nature and scope of the Design Deficiencies IMG-defect from the members of the Class and regulatory bodies in the United States and Canada. Particulars of this concealment include the fact that where any information was provided to such authorities or to the public generally, such information was incomplete or misleading in that it sought to attribute any problems to issues other than the Design Deficiencies IMG-defect.

28. The defendants had a duty to recall the Class Vehicles and rectify the Design Deficiencies IMG-defect. As pleaded above, the defendants became aware following the manufacture of the Class Vehicles of the existence of the Design Deficiencies IMG-defect and its dangers and in breach of said duty failed to recall the Class Vehicles to correct the Design Deficiencies IMG-defect.

STATUTORY REMEDIES

29. As used below “Representation” means:
- (a) the defendants’ failure to state any or all of the following material facts:
 - (i) the IMG was not free of defects;
 - (ii) the IMG was not fit for the purpose intended;
 - (iii) the IMG was designed in a manner which under normal conditions, usage and applications would cause it to degrade prematurely; or

(iv) the IMG was manufactured in a manner which under normal conditions, usage and applications would cause it to degrade prematurely; and

(b) the defendants' statements that the Class Vehicles were of high quality and fit for the purpose for which they were intended.

30. The plaintiff states that the Representation was false, misleading, deceptive and/or unconscionable such that it deceived or tended to deceive the plaintiff and the Class and that the Representation constituted an unfair practice which induced the plaintiff and the Class to purchase the Class Vehicles and as a result of which they are entitled to damages pursuant to the *Consumer Protection Act Business Practices Act* (Ontario and its equivalent in other provinces).

31. The plaintiff and each other Class member relied on the Representation.

32. The reliance upon the Representation by the plaintiff and every other Class member is established by his/her purchase and/or use of the Class Vehicle. Had the plaintiff and each Class member known that the Representation was false and misleading he/she would not have purchased and/or used the Class Vehicle.

33. The defendants made the Representation to the public and in so doing breached s. 52 of the *Competition Act* because the Representation:

- (a) was made for the purpose of promoting the business interests of the defendants;
- (b) was made to the public;
- (c) was false and misleading in a material respect; and
- (d) stated a level of performance of the IMG that was not based on adequate and proper testing.

34. The plaintiff and every other Class member relied upon the Representation by buying or using the Class vehicles and suffered damages and loss.

35. Pursuant to s. 36 of the *Competition Act* the defendants are liable to pay the damages which resulted from the breach of s. 52.

36. Pursuant to s. 36 of the *Competition Act* the plaintiff and the other Class members are entitled to recover their full costs of investigation and substantial indemnity costs paid in accordance with the *Competition Act*.

37. The plaintiff and other Class members are also entitled to recover, as damages or costs, in accordance with the *Competition Act* the costs of administering the plan to distribute the recovery in this action and the costs to determine the damages of each Class member, ~~which administration costs probably will exceed \$5,000,000.00.~~

38. The plaintiff and the other Class members are consumers within the meaning of the *Consumer Protection Act, 2002*.

39. The purchases and/or leases of Class Vehicles by the plaintiff and the other Class members are consumer transactions within the meaning of the *Consumer Protection Act, 2002*.

40. The defendants are suppliers to the consumer transactions within the meaning of the *Consumer Protection Act, 2002*.

41. The defendants have engaged in unfair practices by making representations which are false, misleading, deceptive or unconscionable within the meaning of ss. 14, 15 and 17 of the *Consumer Protection act, 2002* as follows:

- (a) failing to disclose the material facts and the incorrect allegation that the Class Vehicles were of high quality, which together comprise the Representation described above;
- (b) actively concealing the Design Deficiencies; and
- (c) representing that the Class Vehicles were of high quality and fit for the purpose for which they were intended when they knew the Design Deficiencies seriously diminished the quality of the vehicles and caused them to prematurely fail (collectively, the “Unfair Practices”).

42. The damages suffered by the plaintiff and members of the Class as a result of the Unfair Practices and the breach of the *Consumer Protection Act, 2002 Business Practices Act* and *Competition Act* are those damages claimed in paragraph 1 above.

SPOLIATION

43. The plaintiff pleads that the defendants, with knowledge of similar claims in the United States, and fearing that a claim such as this one would be commenced in Canada, issued instructions to conceal or destroy relevant documents.

44. The plaintiff pleads that the defendants are liable for the tort of spoliation if the plaintiff and the Class have thereby been deprived of an opportunity to properly and fully investigate and prove the facts upon which their cause of action is based.

45. If relevant documents have been destroyed, the plaintiff and the Class state that they have suffered damage as a result and that the measure of damages is that which the court would have ordered if the merits of the claims herein had been proven.

WAIVER OF TORT AND UNJUST ENRICHMENT

DAMAGES

Waiver of Tort and Unjust Enrichment

46. The plaintiff and the other Class members plead the doctrine of the waiver of tort and, due to the negligence and failure to warn of the defendants, are is entitled to a restitutionary award of the benefits which accrued to the defendants as a result of their negligence and/or failure to warn.

47. The benefits which accrued to the defendants as a result of their negligence and/or failure to warn include:

- (a) the saving of costs of recalling the Class Vehicles;
- (b) the saving of costs of replacing the IMG in the Class Vehicles with a new IMG;
- (c) the saving of costs of redesigning the IMG in the Class Vehicles to overcome the Design Deficiencies ~~IMG defect~~; and
- (d) revenues from the sale of replacement IMGs or the components thereof.

48. The benefits which accrued to the defendants as a result of their negligence and/or failure to warn were unjust in the circumstances and there is no juristic reason for them.

DAMAGES

Compensatory Damages

49. Further, and/or in In the alternative, as a result of the breach of the failure to warn, negligence, breach of statutory duties and failure to disclose and recall and the tort of spoliation as pleaded above, the plaintiff and the other members of the Class have suffered loss and damage and have incurred damages, the particulars of which include:

- (a) repair expenses in attempts to identify and/or rectify the Design Deficiencies IMG defect;
- (b) resultant damage to persons or property other than the IMG or the Class vehicles;
- (c) overpayment for Class vehicles, which contained a latent hazardous defect;
- (d) diminution in the value of the Class Vehicles of the members of the Class and,
- (e) future costs of repair of the Design Deficiencies TFI defects;
- (f) damages for having been put at unreasonable risk of injury;
- (g) consequential expenses, including the cost of repairs to the emission system and the cost of remedying failed emission control tests.

~~PUNITIVE, EXEMPLARY AND AGGRAVATED DAMAGES~~

Punitive, Exemplary and Aggravated Damages

50. The conduct of the defendants in deliberating concealing the Design Deficiencies IMG defect and deliberately exposing the Class members to considerable expense and inconvenience is highhanded and demonstrates an indifference to the consumers of their products such that it offends the moral standards of the community and warrants the condemnation of the court.

LEGISLATION

51. In addition to the *Competition Act* and the *Consumer Protection Act, 2002*, *Business Practices Act* the plaintiff pleads and relies upon the *Class Proceedings Act* and the *Negligence Act* (and equivalent in every province).

~~REPRESENTATIVE PLAINTIFF~~

~~Stewart is the owner of a 1997 Pontiac Trans Sport and a 2002 Pontiac Montana in which the IMG has been subject to the IMG defect. Stewart has suffered damages as a result of the IMG defect. The damages include out-of-pocket expenses, repair and replacement costs and diminution of vehicle value.~~

52. The plaintiff states that this claim may be served, without a court order, on GM USA outside Ontario on the basis that:

- (a) the damage was sustained in Ontario (Ontario Rule 17.02(h));
- (b) GM USA is a necessary and/or proper party to a proceeding properly brought against GM Canada (Ontario Rule 17.02(o));
- (c) the tort was committed in Ontario (Ontario Rule 17.02(g))
- (d) GM USA carries on business in Ontario (Ontario Rule 17.02(p));
- (e) the claim is authorized by statute, the *Competition Act* and the *Consumer Protection Act, 2002 Business Practices Act* (Ontario Rule 17.02(n)).

53. The plaintiff proposes that this action be tried at the City of Toronto, in the Province of Ontario.

April 24, 2006

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Solicitors for the plaintiff

SCHEDULE "A"

1995-1997 Buick Riviera
1995-1998/2000-2003 Buick LeSabre
2000-2003 Buick Century
2002-2003 Buick Rendezvous
1996/1998-2001 Chevrolet Lumina
1997-2003 Chevrolet Venture
1999-2003 Chevrolet Malibu
1995-1998 Oldsmobile Ninety Eight
1996-2003 Oldsmobile Silhouette
1999 Oldsmobile Cutlass
1999-2003 Oldsmobile Alero
1997-1998/2000-2003 Pontiac Grand Prix
1996-1999 Pontiac Trans Sport
1999-2003 Pontiac Grand Am
1999-2003 Pontiac Montana
2001-2003 Pontiac Aztec
1995-2004 Buick Park Avenue
1996-2004 Buick Regal
1997-2004 Buick LeSabre
1998-2004 Chevrolet Monte Carlo
2000-2004 Chevrolet Impala
1995-1999 Oldsmobile Eighty-Eight
1998-1999 Oldsmobile Intrigue
1995-2004 Pontiac Bonneville
1997-2003 Pontiac Grand Prix with 3.8L V6 Engine

Plaintiff and Defendant
GENERAL MOTORS OF CANADA LIMITED and others
Defendants
Court file no. **06-CV-310082CP**

(Short title of proceeding)

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

AMENDED
STATEMENT OF CLAIM
(Form 4C under the Rules)

STEVENSONS LLP
Barristers
144 Front Street West
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