

RULE/LA RÈGLE 26.02 ("A")

THE ORDER OF _____
L'ORDONNANCE DU _____
DATED / FAIT LE _____

Court File No.: CV-16-564517-00CP

REGISTRAR
SUPERIOR COURT OF JUSTICE

Forster Miller

GREFFIER
COUR SUPÉRIEURE DE JUSTICE

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROBERT SPIEGEL

Plaintiff

- and -

AUDI CANADA INC., AUDI AKTIENGESELLSCHAFT,
AUDI OF AMERICA INC. and VW CREDIT CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AMENDED STATEMENT OF CLAIM
(Notice of Action issued on November 21, 2016)

CLAIM

1. The Plaintiff, on his own behalf and on behalf of all Class Members, claims:
 - (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the representative Plaintiff;
 - (b) statutory damages pursuant to the *Competition Act* R.S.C. 1985, c. C-34, the *Consumer Protection Act, 2002*, S.O. 1992, c. 6 (and equivalent statutes in every Canadian Province) ("CPA") and the *Canadian Environmental Protection Act, 1999*, S.C. 1999 c. 33, ("CEPA") in an amount to be determined by this Honourable Court;
 - (c) declarations that it is not in the interests of justice to require notice be given pursuant to s. 18(15) of the Consumer Protection Act (and any equivalent provisions of the Equivalent Consumer Protection Statutes) and waiving any such notice provisions;

- (d) an order for the rescission of the purchase of the Vehicles as well as the rescission of any financing, lease or other agreements related to the Vehicles;
- (e) a declaration that each of the Defendants violated CEPA by importing the Vehicles into Canada;
- (f) a declaration that each of the Defendants breached, Part VI of the *Competition Act* and that the Defendants engaged in unfair practices contrary to the CPA;
- (g) a declaration that each of the Defendants misrepresented the characteristics of the Vehicles intentionally or negligently;
- (h) a declaration that the Defendants breached the express and implied warranties in relation to the Vehicles;
- (i) a declaration that each of the Defendants were negligent in the engineering, design, development, research, manufacture, regulatory compliance, marketing and distribution of the Vehicles;
- (j) a declaration that the Defendants engaged in a conspiracy;
- (k) an order for restitution flowing from the Defendants' unjust enrichment;
- (l) general damages and special damages in an the amount of \$1,000,000,000;
- (m) punitive damages and/or aggravated damages in the amount of \$100,000,000;
- (n) a reference to decide any issues not decided at the trial of the common issues;
- (o) costs of the prosecution of this proceeding pursuant to s. 40 of the CEPA;
- (p) costs of the investigation and prosecution of this proceeding pursuant to s. 36 of the *Competition Act*;
- (q) prejudgment interest compounded and post-judgment interest pursuant to the *Courts of Justice Act*, RSO 1990, c. C-43;

- (r) costs of this action on a substantial indemnity basis and the cost of administration and notice pursuant to s. 26(9) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, plus applicable taxes; and,
- (s) such further and other relief as to this Honourable Court seems just.

NATURE OF THE ACTION

2. This class action concerns the intentional or negligent and dangerous design, manufacture and installation of a prohibited Defeat Device (as defined below) in gasoline powered Audi A6, A8, Q5 and Q7 model vehicles which suppressed the true measure of emissions or pollutant levels, including carbon dioxide, and which resulted in the fuel efficiency of the vehicles being overstated ("**Vehicles**").

3. All of the Vehicles are and were engineered, developed, manufactured, tested, marketed and sold by the Defendants. The Defeat Device at issue in this action is separate and distinct from the defeat device incorporated into diesel powered Volkswagen and Audi vehicles which in part suppressed NOx emissions as made public in or about September and November 2015, and which formed the basis of separate actions in Canada against the Volkswagen and Audi group of companies and others.

THE PARTIES

4. The Plaintiff Robert Spiegel ("**Spiegel**" or "**Plaintiff**") is an individual residing in Toronto, Ontario. On or about February 25, 2014, the Plaintiff leased a new, 2014 model year Audi A8 from Pfaff Audi in Vaughn Ontario (the "**Lease**"). The purchase price of the Plaintiff's A8 was in excess of \$90,000. The Plaintiff's Audi A8 is equipped with one of the AL 551 Transmissions and a Defeat Device as described at paragraph 16 below.

5. Prior to leasing his Vehicle, the Plaintiff viewed or heard the Representation, as defined at paragraphs 22 to 24 below in, among other things marketing materials and brochures produced or distributed by the Defendants. The sales staff at Pfaff Audi repeated the Representation to the Plaintiff. In purchasing his Vehicle, the Plaintiff reasonably relied upon the Representation.

6. Pfaff Audi assigned the Lease to the Defendant VW Credit. VW Credit assigned its rights and interests in the warranty to the Plaintiff.

7. Audi AG is a German car manufacturer headquartered in Ingolstadt, Lower Saxony, Germany. It is the parent company of the Audi Group. Audi AG and its wholly owned subsidiaries are responsible for the engineering, design, development, research, manufacture, regulatory compliance, marketing and distribution of the Vehicles.

8. Audi Canada Inc. is a Canadian federally incorporated company with its head office in Ajax, Ontario. Audi Canada is the distributor of Audi-branded Vehicles in Canada. It does not manufacture any automobiles in Canada, but it is involved with, has responsibilities for and provides directions for the engineering, design, development, research, regulatory compliance, marketing and distribution of the Audi-branded Vehicles in Canada.

9. Audi America Inc. is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business in Herndon, Virginia. It does not manufacture any automobiles in the United States, but it is involved with, has responsibilities for and provides directions for the engineering, design, development, research, regulatory compliance, marketing and distribution of the Audi-branded Vehicles in North America.

10. VW Credit Canada, Inc. is a Canadian federally incorporated company with its head office in St. Laurent, Quebec. It offers retail financing and customer lease financing for the Vehicles in Canada.

11. The class is comprised of all persons in Canada who own, owned, lease or leased one of the Vehicles ("**Class**" or "**Class Members**").

12. At all material times, Audi Canada Inc. was the sole distributor of the Vehicles in Canada. It sold the Vehicles through its dealer and retailer network. The emissions testing of the Vehicles was facilitated in the United States by Audi America Inc. and such testing was relied upon by Canadian regulatory authorities, Class Members and the general public.

13. The Defendant Audi AG exercised control over the other Defendants. The incorporation and use of the Defeat Device in the engines and the software of the Vehicles and the Representations regarding the Vehicles as set out herein were authorized, approved, directed and controlled by Audi AG. Audi AG is jointly and severally liable for the liability of the other defendants.

DANGEROUS DEFECTS IN THE VEHICLES

14. At all material times, the Defendants were required to comply with, and knew or should have known that the Vehicles were required to comply with, Canadian law, regulations and policy in respect of emissions standards, including those imposed pursuant to the CEPA and the regulations thereto.

15. Automobile companies, including the Defendants, are prohibited from assembling, manufacturing and/or importing into Canada vehicles, engines or equipment unless Canadian

emissions standards are met. The CEPA prohibits equipping a vehicle with a Defeat Device and importing such a vehicle into Canada.

16. The Defendants knowingly, intentionally or negligently incorporated software into the Vehicles that detect when a Vehicle is being tested for adherence with emissions standards, and responds to such testing through the use of so-called adaptive shift or transmission controls in a manner that reduces the Vehicles' fuel consumption and emissions until the test is complete (the "**Defeat Device**"). As a result, the Defeat Device produces compliant emissions results in the Vehicles, which are, in fact, non-compliant with North American regulatory and legal requirements. The Defeat Device is contained in all Audi Vehicles containing what is known as the 'AL 551' transmission. The Defeat Device was designed by, and installed in, the Vehicles by the Defendants.

17. Each of the Defendants knew or ought to have known of the Defeat Device in the engines and software of the Vehicles, the Vehicles' excessive emissions and/or the other misconduct set out herein, and failed to disclose the truth to the Canadian public.

18. When driven under ordinary conditions, the Defeat Device adjusts or reduces the effectiveness of emissions control systems in the Vehicles, thereby increasing emissions, including, but not limited to, carbon dioxide ("**CO2**") and also thereby increasing the fuel consumption and reducing the fuel economy below represented levels.

19. Increased exposure to CO2 and other pollutants for Class Members and the public, has direct and indirect negative effects on human health. Moreover, CO2 is a greenhouse gas found to be dangerous to the environment and the public at large.

20. The purpose of the Defeat Device was to evade Canadian, Provincial and Territorial laws, regulations and policies about emissions standards and to mislead regulators and consumers about the performance of the Vehicles. The Defeat Device had the effect of misleading regulators, consumers, lessees and purchasers with respect to the emissions and fuel efficiency of the Vehicles.

21. As a result of the acts of the Defendants, each owner or lessor of a Vehicle is or may be in violation of Federal, Provincial and Territorial environmental laws, regulations and policies, including the CEPA.

STATUTORY CAUSES OF ACTION AND NEGLIGENT MISREPRESENTATION

22. The Defendants made, approved, utilized or authorized a number of consistent, common and uniform representations in, among other things, their written warranties, vehicle manuals, television, radio, internet and print media advertising, website(s), sales brochures, posters, dealership displays and other marketing materials in relation to the Vehicles. The Defendant represented, among other things, that:

- (a) the Vehicles met or exceeded all relevant Federal, Provincial and Territorial emissions regulations;
- (b) the Vehicles met certain specified fuel economy ratings and that those ratings had been accurately reported to regulators;
- (c) the Vehicles produced as certain specified amount of CO₂ and those CO₂ ratings had been accurately reported to regulators;

- (d) the Vehicles were environmentally friendly, environmentally compliant and/or “green”; and,
 - (e) the Vehicles provided a superior driving experience, including by virtue of their fuel economy and emissions.
23. In addition, the Defendants consistently failed to state any or all of the following facts:
- (a) the Vehicles were not free from defects;
 - (b) the Defeat Device in the Vehicles created inaccurate emissions testing results;
 - (c) the Defeat Device in the Vehicles was designed to create false emissions testing results;
 - (d) the Defeat Device in the Vehicles did mislead those persons who tested emissions in the Vehicles;
 - (e) the Vehicles emitted more pollutants than the testing of the Vehicles indicated;
 - (f) the Vehicles emitted more pollutants than the Defendants had publicly stated;
 - (g) the fuel consumption and fuel economy represented by the Defendants was not in fact accurate; and,
 - (h) the Vehicles would live up to high performance standards and specifications and a particular level of fuel economy, while emitting a low level of pollutants and emissions and otherwise meeting or exceeding emissions regulations.

24. The representations and omissions referred to at paragraphs 22 and 23 above are collectively referred to as the "Representation." The Representation was false, deceptive and misleading, and was made intentionally or negligently.

25. The Plaintiff and Defendants are located in Ontario for the purposes of the Consumer Protection Act. The Plaintiff is a consumer for the purposes of the Consumer Protection Act.

26. The Plaintiff states that other Class Members in Ontario who purchased or leased the Vehicles for personal, family or household purposes are consumers for the purposes of the Consumer Protection Act.

27. The Plaintiff states that Class Members resident in British Columbia, Alberta, Saskatchewan, Manitoba, Prince Edward Island and Newfoundland and Labrador, who purchased or leased the Vehicles for personal, family or household purposes and/or not for resale or for the purpose of carrying on business (as those concepts apply in the various Provinces), are consumers located in those provinces for the purposes of the Equivalent Consumer Protection Statutes. The Defendant carried on business in those Provinces and were, among other things, suppliers for the purposes of the Equivalent Consumer Protection Statutes.

28. The Plaintiff states that the Representation constituted unfair, unconscionable and/or otherwise prohibited practices under the Consumer Protection Act and Equivalent Consumer Protection Statutes, given that, among other things, the Defendants knew, or ought to have known, that:

- (a) the Representation was false, misleading and deceptive;
- (b) the Vehicles did not have the performance characteristics, uses, benefits or qualities as set out in the Representation;
- (c) the Vehicles were not of the particular standard, quality or grade as set out in the Representation;
- (d) the Vehicles did not provide the specific price advantage as set out in the Representation;
- (e) the Representation used exaggeration, innuendo and/or ambiguity as to a material fact and failed to state a material fact in respect of the Vehicles;
- (f) the price for the Vehicles grossly exceeded the price at which similar goods or services were readily available to like consumers;
- (g) the Class Members were unable to receive all expected benefits from the Vehicles;
- (h) the consumer transactions were excessively one-sided in favour of the Defendants;
- (i) the terms of the consumer transactions were so adverse to the Class Members as to be inequitable; and/or
- (j) because of such further conduct concealed by the Defendants and unknown to the Plaintiff.

29. The Plaintiffs also state that the Representation was made on or before the Plaintiff and other Class Members entered into the agreements to purchase the Vehicles.

30. The Plaintiff is entitled to rescission of the purchase, lease or other related agreements as well as damages pursuant to s. 18 of the Consumer Protection Act and equivalent provisions of the Equivalent Consumer Protection Statutes.

31. The Class Members are entitled, to the extent necessary, to a waiver of any notice requirements under the Consumer Protection Act or of the Equivalent Consumer Protection Statutes, particularly as the Defendants have concealed the actual state of affairs from the Class Members.

32. 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 that the Vehicles emitted significantly lower levels of pollutants than they actually did.

33. The Defendants were in a proximate and special relationship with the Plaintiff and the Class Members, which gave rise to a duty of care owed by the Defendants to the Plaintiffs and the Class Members, which the Defendants breached.

34. It was intended by the Defendants and reasonably foreseeable that the Class Members would reasonably rely upon the Representation when purchasing or leasing the Vehicles and would suffer damages described below as a result of the Representation, which in fact the Class Members did.

35. The Class Members' reliance on the Representation is established, among other things, by their purchase or lease of the Vehicles. Had the Class known that the Representation was false and misleading, they would not have purchased, leased or continued to drive the Vehicles.

36. The Plaintiff and Class Members suffered damages as a result of the Representation and in reliance thereon. The Defendants are liable to pay damages to the Class Members.

37. Pursuant to s. 36 of the *Competition Act*, the Defendants are liable to pay the damages which are payable as a result of the breach of s. 52.

38. The Defendants have breached the CEPA by, *inter alia*, equipping the Vehicles with a "defeat device" and importing them into Canada.

BREACH OF EXPRESS AND IMPLIED WARRANTIES

39. The Defendants expressly or impliedly warranted to the Plaintiff and the Class Members that the Vehicles would be reasonably fit for the purposes of driving on roads in Canada, that the Vehicles were of merchantable quality, that the Vehicles were free from defects and/or that the Vehicles were of acceptable quality, when in fact the Vehicles were not. Despite and contrary to the foregoing warranties and representations, the Vehicles were sold or leased when they were intentionally or negligently manufactured, designed, tested, built and equipped not to comply with Canadian regulatory requirements and not to provide the stated fuel economy.

40. Without limiting the generality of the foregoing, Audi Canada provided the Class Members with a uniform written warranty that, among other things:

- (a) Covered any repair connected to a manufacturer's defect in material or workmanship;
- (b) Specifically warranted that the Vehicles' emission control systems were designed, built and equipped to conform with all relevant Federal, Provincial and Territorial regulatory emissions requirements;
- (c) Warranted that the Vehicles' emission control systems were free from defects in materials and workmanship that would cause the Vehicles to fail to conform with relevant emissions requirements or otherwise;
- (d) Specifically noted that any failure of a warranted regulated emission part could cause a Vehicle to fail to conform with Federal emissions requirements; and,
- (e) Warranted (to original purchasers and lessees as well as subsequent purchasers) that the Defendants would remedy any "non-conformity" that resulted in a Vehicle failing a Federal, Provincial, or Territorial emissions control test.

41. Despite and contrary to the foregoing warranties and representations, the Vehicles were intentionally or negligently manufactured, designed, tested, assembled, built and equipped not to comply with Federal, Provincial, and Territorial regulatory requirements, and to conceal that non-compliance from Class Members and government regulators. The engines, the engine software and the Defeat Device in question is a warranted part under the warranty. The Vehicles are defective under the terms of the warranty and any similar or related extended warranties.

42. Because of the installation of the Defeat Devices, the Vehicles are not reasonably fit or of a reasonably acceptable quality for the purposes of driving on roads in Canada and contain defects.

43. Audi Canada has breached its contracts with the Class Members and as a result the Class Members have suffered damages.

NEGLIGENCE

44. The Defendants, through their employees, officers, directors and agents, owed the Class Members a duty of care. That duty of care included ensuring that the Vehicles were engineered, designed, developed, tested, manufactured and distributed free of dangerous defects and without the Defeat Device, that the Vehicles were in compliance with Canadian laws and that the Vehicles were lawfully imported into Canada. Moreover, the Defendants owed the Class a duty to warn that the Vehicles incorporated and used a Defeat Device and were not compliant with Canadian law.

45. The Defendants knew and it was reasonably foreseeable that the Class Members would trust and rely on the Defendants' skill and integrity in purchasing the Vehicles. The Defendants also knew that and it was reasonably foreseeable that, if the Vehicles contained dangerous defects or were non-compliant with the Emissions Standards, the value of the Vehicles would diminish and the Vehicles could be subject to recalls, which would cause damages to the Class Members.

46. The reasonable standard of care expected in the circumstances required the Defendants to act fairly, reasonably, honestly, candidly and with due care in the course of engineering,

designing, developing, testing and manufacturing the Vehicles and having them certified, imported, marketed and distributed. The Defendants, through its employees, officers, directors and agents failed to meet the reasonable standard of care expected in the circumstances and similarly failed to warn the Class Members.

47. The negligence of the Defendants resulted in damage to the Plaintiff and the other Class Members. Had the Defendants complied with the required standard of care, the Vehicles would have been sold without the Defeat Device, would not have been imported into Canada, would have operated in compliance with Canadian laws or alternatively, they would have been offered and/or acquired at prices that represented their true value.

48. As a result of the Defendants' Representations, the Plaintiff and Class Members suffered damages.

CONSPIRACY

49. The Defendants and others, including their officers, directors, agents and co-conspirators that are known to the Defendants but unknown to the Plaintiff, conspired among themselves, in Germany, the United States, and Canada, to intentionally create or make use of software and the Defeat Device to defeat or suppress the true nature of dangerous emissions and pollutants for engines in the Vehicles when being examined for emissions standards. They concealed from Canadian, American and other authorities the existence of the Defeat Device. They represented to the Canadian government that the Vehicles were compliant when the importation of the Vehicles violated CEPA and was unlawful.

50. The Defendants had as their preponderant motivation and purpose a desire to increase their profits by misleading the Class Members and regulators and by causing the Class Members to purchase or lease the Vehicles, which were unlawfully imported, unfit for use and harmful to the environment and human health and safety. The Defendants intended to cause harm to the Plaintiff and the Class members and to thereby enrich themselves.

51. To carry out the conspiracy, the Defendants acted in concert with one another and each directed their own and each others' agents, servants and employees to knowingly or unknowingly carry out unlawful and wrongful acts including:

- (a) the Defendants all formed one group of companies with consolidated financial reporting and coordinated design, manufacturing, engineering, marketing, distribution and regulatory compliance for their brands across the globe;
- (b) the Defendants and their agents, servants and employees coordinated their efforts. Senior employees of the Defendants corresponded through telephone conversations, emails, reports and in personal meetings in Canada, the United States, Germany and elsewhere to design the Defeat Device, have the Vehicles certified in the United States and import the Vehicles unlawfully into Canada;
- (c) the Defendants coordinated a marketing strategy to mislead the Class about the health, environmental effects and regulatory compliance of the Vehicles;
- (d) the Defendants coordinated a regulatory compliance strategy that involved deliberately misleading regulatory bodies about the Vehicles in order to unlawfully import the Vehicles into Canada; and,

- (e) the Defendants coordinated a strategy not to disclose the incorporation and use of the Defeat Device and not to warn the Class Members or the public of the use of the Defeat Device.

52. The Defendants knew that the Class Members would not pay the selling price for the Vehicles if the Class members were aware of the Vehicles' high emissions and illegal importation. The purpose and result of the conspiracy was to deceive the Plaintiff and Class Members into purchasing the Vehicles at an inflated price and to thereby increase the Defendants' profits at the expense of the Class Members. The Defendants knew or ought to have known that the Class Members would be injured by the conspiracy.

53. As a result of the Defendants' conspiracy, the Class Members suffered damages.

UNJUST ENRICHMENT

54. The Defendants caused the Plaintiff and the Class Members to pay money for a dangerous and illegal product that they should not have paid for, or, in the alternative, for which they should have paid less than they did.

55. As a result, the Defendants were enriched by the payment or overpayment.

56. The Plaintiff and Class Members suffered a deprivation corresponding to the Defendants' enrichment.

57. There is no juristic reason for the Defendants' enrichment and the Class Members' corresponding deprivation. The Class Members are entitled to restitution and/or a disgorgement of profits as a result of the Defendants' unjust enrichment.

GENERAL AND SPECIAL DAMAGES

58. As a result of the dangerous and harmful defects in the Vehicles, and the failure by the Defendants to disclose the extent of the Vehicles' emissions and pollutants, the Class has suffered damages. The Value of each of the Vehicles is reduced. Each Class Member overpaid for each Vehicle. Each Class Member must expend the time to have their Vehicle repaired, and be without their Vehicles.

59. The Class Members cannot have their Vehicle repaired immediately. The Defeat Device will impact Class Members' ability to get a renewal of their license plate for each of the Vehicles and will need to have a complete replacement of their engines.

60. Each Class Member has suffered lower fuel economy in their Vehicles than what was represented by the Defendants. As a result, the Class Members paid higher sums for greater amounts of fuel, at a higher cost than they would have had they purchased an alternative vehicle.

61. The Class Members have or will have lost time, lost income and suffered inconvenience and special damages arising from any necessary repair to the Vehicles, loss of use of the Vehicles during any such repair periods and the cost associated with the use of other automobiles or other expenses during such periods.

62. In order for the Vehicles to be brought in line with Provincial and Federal emissions rules, regulations and laws, the Vehicles' performance standards will have to be lowered and reduced. As a result, the value of each of the Vehicles will be irreparably diminished.

63. The Plaintiff pleads that the Class Members' damages were sustained in Ontario and in the rest of Canada.

PUNITIVE DAMAGES

64. The Plaintiff pleads that the Defendants' conduct was unlawful, reckless, high-handed and an abuse of its special relationship with the Class Members. The conduct of the Defendants as aforesaid was deliberate. Class Members were actively misled by the Defendants. The Defendants' conduct was motivated for financial gain at the expense of the Class Members. The Defendants' conduct entitles the Class to an award of punitive, exemplary and aggravated damages in the amount of \$100,000,000.00.

WAIVER OF TORT

65. In the alternative to damages, the Plaintiff pleads that he is entitled to claim "waiver of tort" and thereby to claim an accounting or other such restitutionary remedy for disgorgement of the revenues generated by the Defendants as a result of the sale of the Vehicles, due to *inter alia*, the failure of the Defendants to disclose the existence of the Defeat Device, and the unlawful import into Canada.

66. The Plaintiff claims that their entitlement to such an election is appropriate for, among other things, the following reasons:

- (a) Revenue was acquired in a manner in which the Defendants cannot in good conscience retain;
- (b) the integrity of the marketplace would be undermined if an accounting was not required;
- (c) Absent the Defendants' tortious conduct, the Vehicles could not have been marketed nor would the Defendants have received any revenue in Canada for them; and,
- (d) The Defendants engaged in wrongful conduct by putting into the marketplace the Vehicles whose value would diminish and which could be subject to recalls, both of which would cause damage to the Class Members

RELEVANT STATUTES

67. The Plaintiffs plead and rely upon the following statutes:

- a) *Class Proceedings Act*, 1992 S.O. 1992, c. 6, as amended;
- b) *Competition Act*, R.S. 1985, c. C-34, as amended, and the regulations thereto, sections 36(1) and 52(1);
- c) *Consumer Protection Act 2002*, S.O. 2002, c. 30, as amended, and the regulations thereto, sections 2, 5, 9(1), 9(2), 14, 15, 16, 17, 18, and 19;
- d) *Fair Trading Act*, R.S.A. 2000, c. F-2 as amended, and the regulations thereto, sections 5, 6, 7, 7.2, 7.3, and 13;
- e) *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 as amended, and the regulations thereto, sections 4, 5, 8, 9, 10, 171, and 172;

- f) *The Business Practices Act*, C.C.S.M. c. B120 as amended, and the regulations thereto, sections 2, 3, 4, 5, 6, 8, and 23;
- g) *Trade Practices Act*, R.S.N.L 1990, c T-7 as amended, and the regulations thereto, sections 5, 6, 7, and 14;
- h) *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1 as amended, and the regulations thereto, sections 7, 8, 9, and 10;
- i) *Consumer Protection Act*, C.Q.L.R. c. P-40.1 as amended, and the regulations thereto, sections 215, 218, 219, 220, 221, 222, 228, 239, 252, 253, 271, and 272;
- j) *The Consumer Protection Act*, S.S. 1996, c. C-30.1 as amended, and the regulations thereto, sections 5, 6, 7, 8, 14, and 16;
- k) *The Consumer Protection and Business Practices Act*, S.S. 2014, c. C-30.2 as amended, and the regulations thereto, sections 2, 4, 6-16, 19-22, 24-33, 36, 37, 39, 91 and 93;
- l) *Business Practices Act*, RSPEI 1988, c B-&, as amended, and the regulations thereto, sections 1, 2, 3 and 4;
- m) *The Consumer Protection Act*, RSNS 1989, c. 92 as amended, and the regulations thereto, section 28;
- n) *Canadian Environmental Protection Act, 1999*, S.C. 1999, c. 33, as amended, and the regulations thereto;
- o) *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and the regulations thereto, sections 21, 22, and 23;
- p) *Climate Change and Emissions Management Act*, S.A 2003, c. C-16.7, as amended, and the regulations thereto, section 60;

- q) *Motor Vehicle Act*, R.S.B.C 1996, c. 318, as amended, and the regulations thereto, sections 47, 48, 49, and 50;
- r) *The Climate Change and Emissions Reductions Act*, C.C.S.M, c C135, as amended, and the regulations thereto, sections 13 and 14;
- s) *The Environmental Management and Protection Act*, S.S 2010, c E-10.22, as amended, and the regulations thereto, sections 51, 52, 53, and 54;
- t) *Environmental Quality Act*, C.Q.L.R c. Q-2, as amended, and the regulations thereto, sections 51, 52, and 53;
- u) *Clean Air Act*, S.N.B 1997, c. C-5.2, as amended, and the regulations thereto, section 46;
- v) *Environment Act*, S.N.S 1994-95, c. 1, as amended, and the regulations thereto, sections 111 and 112;
- w) *Environmental Protection Act*, R.S.P.E.I 1988, c. E-9, as amended, and the regulations thereto, section 25;
- x) *Environmental Protection Act*, S.N.L 2002, c. E-14.2, as amended, and the regulations thereto, section 22;
- y) *Environmental Protection Act*, R.S.N.W.T 1988, c. E-7, as amended, and the regulations thereto, section 34;
- z) *Environment Act*, R.S.Y 2002, c. 76, as amended, and the regulations thereto, section 145;
- aa) *Environmental Protection Act*, R.S.N.W.T (Nu) 1988, c. E-7, as amended, and the regulations thereto, section 34; and

- bb) *Negligence Act*, R.S.O. 1990, c. N.1, as amended and the equivalent Provincial and Territorial legislation.

PLACE OF TRIAL

68. The Plaintiff proposes that this action be tried in the City of Toronto.

SERVICE

69. This originating process may be served without court order outside of Ontario in that the claim is:

- (a) in respect of personal property in Ontario (Rule 17.02(a));
- (b) in respect of the interpretation of a contract in respect of personal property (Rule 17.02(c));
- (c) in respect of a contract where the contract was made in Ontario, the contract provides that it is to be governed by or interpreted in accordance with the law of Ontario, and a breach of contract has been committed in Ontario (Rule 17.02(f));
- (d) in respect of a tort committed in Ontario (Rule 17.02(g));
- (e) authorized by statute to be made against a person outside Ontario by a proceeding commenced in Ontario (Rule 17.02(n)); and,
- (f) against a person carrying on business in Ontario (Rule 17.02(p)).

December 20, 2016

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