

Court File No. CV-15-539855-00-CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**REBECCA ROMEO, JOE ROMEO, DIANE BÉLAND,  
ELYSE CHOINIERE, LINDA GOODMAN, AND TRACY CORSI**

Plaintiffs

- and -

**FORD MOTOR COMPANY and  
FORD MOTOR COMPANY OF CANADA, LIMITED**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF JOE ROMEO (Sworn March 30, 2017)**

I, Joe Romeo, of the City of Brampton, in the Province of Ontario, make oath and say:

1. I have retained Charney Lawyers PC to represent me in this proposed class action. I am hoping to be a representative plaintiff.

**BACKGROUND**

2. I am 51 years old and live in Brampton Ontario. I am self-employed in real estate, buying and selling rental properties.
3. I am married to Rebecca Romeo (“Rebecca”), who is an owner of a 2012 Ford Focus, and also a proposed representative plaintiff in this action.
4. I currently own a black 2014 Ford Fiesta SE (the “Car”), which is equipped with a Dual Clutch Transmission.
5. I purchased the Car on March 6, 2014, from Planet Ford Inc., an authorized Ford dealership in Brampton, Ontario (the “Dealership”). Attached as **Exhibit “A”** is a copy of my purchase agreement. The Car was a demo model and had 4,670 kilometers on it.
6. The total sales price for the Car was \$19,638.23, inclusive of taxes and fees.
7. As part of the purchase, I traded in my 2011 Ford F-150, for which I received a \$26,000 trade-in allowance, while still owing \$31,618.27 on the truck. Ultimately, between trading in the Ford F-150 and purchasing the Car, I owed \$25,256.50, which was financed through Ford Credit. Attached as **Exhibit “B”** is the Ford Credit financing agreement, dated March 5, 2014.
8. I briefly test drove the Car with a sales associate at the Dealership. I drove the Car for about 5 minutes just around the Dealership’s property and the street it is on. The Car drove well during the test drive. During the test drive, the sales associate primarily was explaining to me how to use the different features in the Car, such as the sound system.

He did not mention or describe that the Car was equipped with a Dual Clutch Transmission.

9. Included with my purchase was a new vehicle warranty.

### **TRANSMISSION PROBLEMS**

10. I began to experience problems with my Car within weeks of buying it. I had believed that the problems were due to it being a new car, but they only worsened with time.
11. When I would depress the gas pedal to accelerate, the Car would hesitate or pause before moving forward. Other times, it would lunge or lurch forward when accelerating from a complete stop. The car would also shudder when accelerating, which means that the Car would noticeably vibrate or shake.
12. The Car generally drove poorly. I could experience when the car shifted gears because it had a jerking sensation accompanied by a grinding noise.
13. I also experienced a lack of performance when driving up inclines, as the Car did not seem to have enough power. It was always a struggle. I would have to push down harder on the gas pedal, but the Car did not respond the way I would expect climbing inclines even when I did press down on the gas. It was as if there was a disconnect between me pressing on the gas pedal and the engine responding.
14. The transmission issues occurred infrequently at first, but over time occurred more frequently.

## UNSUCCESSFUL ATTEMPTS TO FIX THE TRANSMISSION

15. Shortly after purchasing the Car, I had called the Dealership several times to advise them of the lurching forward, hesitation, and shuddering when accelerating, as well as the jerkiness when changing gears and grinding noises. The staff at the Dealership told me that these issues were to be expected as the Car just needed time to break-in, and that the transmission problems would go away.
16. On September 22, 2014, a little over six months after I bought the Car, I brought it to the Dealership due to the transmission problems described above. The Dealership inspected my Car and tested the transmission for shuddering. The service history report notes that the test confirmed there was shuddering: "...FOUND SHUDDER AT 372". I had to leave the Car with the Dealership and was given a shuttle service home. The Dealership replaced input seals and the clutch assembly, and performed a subsequent road test. Attached hereto as **Exhibit "C"** is the service history report for this date. The repairs were performed under warranty, and as such I was not charged for this work. The service history report notes that my Car had just 13,627 kilometers on the odometer at this time.
17. While the Car drove more smoothly following these repairs, I began to experience the transmission problems about a month later. The problems worsened over time, and about three months after having the clutch replaced, the Car was driving just as poorly as it had been prior to the repairs.

18. On May 25, 2015, I brought the Car back to the Dealership due to the continued transmission problems. I informed the service centre staff that my Car was shuddering when accelerating, as well as experiencing the lurching, hesitation, grinding noises, and jerking sensation when the Car is changing gears. The Dealership inspected the Car and reprogrammed the power control module (“PCM”) and TCM, as well as performed a “complete adaptive learn”, as noted in the service history report, attached as **Exhibit “D”**. The repairs were performed under warranty, and as such I was not charged for this work. The service history report notes that my Car had just 25,277 kilometers on the odometer at this time.
19. The Car drove better for a short period of time following these repairs, but the transmission problems started to occur in increasing frequency within a month or so of the above repairs.
20. On September 24, 2015, I brought the Car back to the Dealership, as it was shuddering, hesitating during acceleration, and there was loud grinding noises. The Dealership inspected the Car and reprogrammed the PCM and TCM. The service history report entry for this date also notes that the Dealership updated the software per Ford’s Software Update Program “15B22”, attached as **Exhibit “E”**. The repairs were performed under warranty, and as such I was not charged for this work. The service history report notes that my Car had just 34,844 kilometers on the odometer at this time.
21. As with prior repairs, the Car drove better for about one month, but I slowly began to experience the transmission problems in increasing severity and frequency.

**CURRENT SITUATION**

22. My Car is not safe to drive due to the transmission problems described above. I do not feel safe when driving the Car because I do not feel in control of the Car due to the shuddering, hesitation when accelerating, and lurching forward.
23. I am particularly concerned about the hesitation when trying to accelerate at an intersection, as it can take longer than expected to cross lanes of oncoming traffic, which could lead to a collision with another car.
24. I am also believe that the lurching forward of the Car could cause it to hit another car, object, or pedestrian.
25. I have tried to avoid driving the Car for long periods of time and avoid using the Car other than getting to and from work and performing routine errands.
26. On or around May 9, 2016, I finally decided to stop driving the Car altogether. I was in a Tim Horton's parking lot, driving slowly. The Car lunged forward when I was trying to brake, and nearly struck a pedestrian in the parking lot.
27. After this incident, I no longer felt safe and no longer was willing to drive the Car, as I experienced first-hand how the transmission problems could lead to someone getting injured or killed.

28. On May 11, 2016, within 48 hours of the incident at Tim Hortons, I bought a used 2010 Pontiac G5 to be my new primary form of transportation, as I am no longer willing to drive the Car due to safety concerns. I parked the Car in my driveway, and it just sits there as I refuse to drive it. Attached hereto as **Exhibit "F"** is my bill of purchase for the Pontiac G5.

### **BREACH OF WARRANTY**

29. I believe the Car is not fit for the purpose of being a reliable and safe form of transportation. It does not perform the way a car normally performs. There are chronic transmission issues, discussed above, which pose very real safety issues. The Dealership has tried to fix the transmission issues on at least three occasions noted above, and despite these attempts, the transmission problems and safety issues continued until I simply refused to drive the Car any longer. I do not believe that the defendants are capable of permanently fixing my Car so that it will be fit for its purpose.
30. Simply put, the Car is a lemon. I did not receive a Car that was fit for driving.

**BREACH OF CONSUMER PROTECTION ACT, S.O. 2002, C.30, SCHED. A**

31. When I began looking to purchase a new car, I only considered purchasing a car with an automatic transmission, as I do not know how to drive a car with a manual transmission. I also intended to give the car to my daughter.
32. When I purchased the Car, I believed that it had an automatic transmission that would operate similar to a traditional automatic transmission.
33. None of the marketing material that I read prior to purchasing the Vehicle described the PowerShift transmission as being a Dual Clutch Transmission or having any of the characteristics of a manual transmission. Rather, it represented that the 2014 Ford Fiesta had either a manual or automatic transmission. I believe that the window sticker simply indicated that the Car was an “automatic”.
34. Further, there was no mention in the Ford marketing materials of the transmission problems caused by the Dual Clutch Transmission.
35. I would never have purchased a car with a manual transmission, as I do not know how to drive a car with a manual transmission. If I had known that the Dual Clutch transmission would not operate similar to traditional automatic transmissions and would cause the transmission problems, I would not have purchased the Car.
36. Assuming the transmission problems I have described are somehow normal for the Car, I would never have purchased the Car had I known about them. Ford did not disclose the transmission problems in its marketing material or manual. The manual never describes



that the transmission is a Dual Clutch Transmission. The section in the manual is entitled "AUTOMATIC TRANSMISSION". A copy of this section of the manual is attached hereto as **Exhibit "G"**.

### **I AM PREPARED TO ACT AS A REPRESENTATIVE PLAINTIFF**

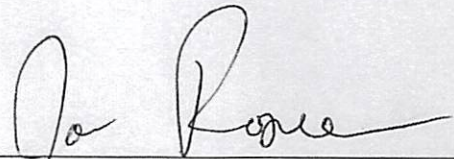
37. As stated above, I have retained Charney Lawyers and have provided instructions to seek to have me appointed as a representative plaintiff on behalf of the Class.
38. I am motivated to act as a representative plaintiff because I want to ensure that the Class Members are compensated properly and that the defendants are held accountable for their conduct.
39. I hope that at the end of the litigation, I and each Class Member will ultimately be compensated for the harm we have suffered due to our ownership or leasing of the Class Vehicles.
40. I understand that, in agreeing to seek and accept an appointment by the court as a representative plaintiff, it is my responsibility, among other things, to:
  - a) assist my lawyers in making decisions in the litigation that are in the best interest of the class members;
  - b) to represent the class members as a whole and consider what is best for the class members;

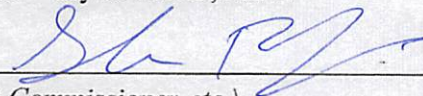
- c) become familiar with the issues to be decided by the court;
  - d) assist in the preparation and execution of this affidavit in support of the motion for certification;
  - e) attend with my lawyers for my cross-examination on this affidavit, discovery and testify at trial;
  - f) participate in mediation;
  - g) express, in some circumstances, my opinions on strategy to my lawyers; and,
  - h) to communicate with members of the Class, as required.
41. To date, the following are some of the steps I have taken to fairly and adequately represent the class members:
- a) retained and instructed lawyers from Charney Lawyers;
  - b) provided documents and other information to my lawyers;
  - c) reviewed and became familiar with the issues to be decided by the Court;
  - d) aided in drafting this affidavit; and,
  - e) spoken over the phone and met with my lawyers on several occasions.
42. I believe that I can fairly and adequately represent the interests of the Class, and I am committed to fulfilling my responsibilities if the court appoints me a representative plaintiff. I do not believe I have any conflict of interest with the other Class Members.
43. My lawyers have developed a plan for advancing the proceeding on behalf of the Class and of notifying Class Members of the proceeding (the "Litigation Plan"), which is attached as Exhibit "O" to the Affidavit of Rebecca Romeo. I have been advised by my lawyers that the plan is subject to review by the court.

44. I have knowledge of the facts in this affidavit. Where my knowledge is based on information obtained from others, I have so indicated and believe that information to be true.

45. I swear this affidavit in support of the motion for certification of this action as a class action, and for no other or improper purpose.

SWORN BEFORE ME at the )  
 )  
City of Brampton, in the Province of )  
 )  
Ontario, via videoconference )  
 )  
this <sup>30th</sup> day of March, 2017. )

  
\_\_\_\_\_  
Joe Romeo

  
\_\_\_\_\_  
(A Commissioner, etc.)

Glenn Brandy  
LSUC # 676850