

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 TRACY CORSI (Sworn March 29, 2017)

I, Tracy Corsi, of the City of Kelowna, in the Province of British Columbia make oath and say:

BACKGROUND

1. I am 38 years old and live in Kelowna, British Columbia. I am a mother with two kids.
2. I am a self-employed, running a personal tax service for seniors. Prior to starting this company about 14 months ago, I had been working full time as a real estate office administrator, and doing my tax assistance business part time.

3. On August 13, 2014, I purchased a new white 2014 Ford Focus SE hatchback from Orchard Ford Sales LTD., an authorized Ford dealer in Kelowna (“Orchard Ford”). Attached hereto as **Exhibit “A”** is the purchase agreement.
4. I paid \$27,725.00, exclusive of taxes. As part of this purchase, I also traded in a 2010 Ford Fusion SE, for which I received \$15,898.76 in trade-in allowance, the same amount I owed on that car. Altogether, my total amount payable was \$29,144.15, inclusive of taxes and fees.
5. I test drove the Car and did not experience any problems on the test drive. I drove it about 20 kilometers on highways and city streets. It drove smoothly.
6. Included with my purchase was a new vehicle warranty.

TRANSMISSION PROBLEMS

7. Almost immediately after purchasing the Car, I began to experience transmission issues when driving it. The Car was driving poorly for being new. I could experience when the Car shifted gears because it had a jerking sensation accompanied by a noticeable grinding noise. When driving at low speeds, the engine R.P.M.’s would jump very high, accompanied by the tires making a “squawking” noise.
8. The Car began lurching forward when I would accelerate from a complete stop, such as at stop signs or stoplights. Other times, when I depressed the gas pedal, there would be hesitation or a pause before the Car started to accelerate.
9. The Car would shudder when accelerating, which means that the Car would noticeably vibrate or shake.

10. When I would drive up an incline from a complete stop, the Car would roll back even when depressing the gas pedal until the Car finally stopped rolling backward and would begin to propel forward. 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.
11. The transmission issues occurred infrequently at first, but increased in frequency over time.

ACCIDENT

12. On April 1st, 2015, I was pulling the Car into a parking space in downtown Kelowna.
13. I gently pressed my foot to the gas pedal to give it a little bit of gas to accelerate into the parking space. Instead of slightly accelerating, the Car lunged forward very quickly and hit a car adjacent to the parking spot I was trying to enter. I had no time to respond to the Car lunging before it hit the other car in the adjacent parking space.
14. Luckily there was only minor damage to either car, and no one was hurt.
15. Despite explaining the transmission problems with my Car, my insurance company found me at fault in the accident as my Car struck the other car. Attached hereto as **Exhibit "B"** is a letter from Insurance Corporation of British Columbia, dated May 12, 2015.

UNSUCCESSFUL STEPS TAKEN TO ATTEMPT TO FIX THE TRANSMISSION

16. I took the Car back to Orchard Ford within the first week of owning it, and described the problems I was already having with in, including jerky or harsh gear changes and the engine R.P.M.'s jumping very high when driving at low speeds, accompanied by the tires "squeaking". The service centre staff dismissed my complaint, telling me that these issues were normal, and it was just part of the breaking in period.
17. Rather than going away after an initial breaking-in period, the transmission problems only worsened over time. A week after taking the car back to Orchard Ford, I was on a drive with my children to Vancouver Island. When driving the Car onto the ferry, I stopped on the ramp. I took my foot off the brake pedal and placed it on the gas pedal to start accelerating; however, the Car rolled backward and would not engage in drive to move forward. I needed the employees at the ferry terminal to push me off of the ferry, as I could not get the Car to go into drive and accelerate forward.
18. I had called a tow truck, who had been waiting for me at the ferry terminal. My car eventually started and went into drive, so in the end there was no need for the tow. I took the Car to Steve Marshall Ford, an authorized Ford dealer in Nanaimo ("Steve Marshall Ford"). Again, I was told the issues were just part of the breaking-in period. I was given a handout at the dealership which stated that the "transmission continuously makes electronic adjustments to optimize shift quality and acceleration performance. Most Adjustments will be made during the first 1,000 miles (1610 kilometers) of operation. During the break-in period, slight vibrations may be felt when accelerating the vehicle from low speeds." A copy of this handout is attached hereto as **Exhibit "C"**.

19. Despite being told by both Orchard Ford and Steve Marshall Ford that the transmission problems were just part of the breaking-in period, they only worsened over time.
20. On September 3, 2015, I brought the Car to Orchard Ford and informed them of the transmission problems I continued to experience, including shuddering when trying to accelerate. The service centre staff told me that “there is an unofficial recall on these transmission parts, and they will get to the bottom of it.” He told me that I would need to book an appointment for a future date to test the transmission, as noted in the service invoice, attached hereto as **Exhibit “D”**.
21. As I was quite unsatisfied with the service I had received from Orchard Ford, on November 30, 2015, I took the Car to Kelowna Ford Lincoln Sales Ltd., an authorized Ford dealer in Kelowna (“Kelowna Ford”). I described the transmission problems that I had been experiencing, including the shuddering when accelerating. Kelowna Ford performed a test that confirmed that there was shuddering on acceleration, noting in the service invoice “PERFORM PINPOINT TEST FOR SHUDDER. SHUDDER 552 RPM”. Kelowna Ford ordered replacement parts, and I brought the Car back about a month later, at which time they reprogrammed the powertrain control module (“PCM”), transmission control module (“TCM”), and replaced the clutch and seals. The service invoice notes that my Car had only 27,576 km on the odometer. Attached hereto as **Exhibit “E”** is the service invoice. The repairs were performed under warranty, and I was not charged for this work.
22. After the repairs, the Car was driving more smoothly. Unfortunately, the improvements only lasted about three months. Beginning in late March or early April, 2016, I began to

experience the same problems, with hesitation or lurching forward when accelerating, shuddering, and jerky or harsh gear changes. The problems only worsened over time in frequency and severity.

23. On September 15, 2016, I brought the Car back to Kelowna Ford and described the continuing transmission problems. The Car was also making a clicking noise when turning at slow speeds, such as in a parking lot. Kelowna Ford tested the transmission and confirmed that it was shuddering and needed another replacement clutch. They reprogrammed the PCM and TCM, and installed a new clutch. The parts were on back order, so it was about another month until they were installed. The service invoice notes that the Car had 42,562 km on the odometer – only about 15,000 km more since the last replacement clutch was installed. Attached hereto as **Exhibit “F”** is the service invoice.
24. The repairs were performed under warranty, and I was not charged for this work.
25. As with the prior clutch replacement, the Car drove better for about three months. Unfortunately, I have begun to experience the same transmission problems again in increasing severity and frequency.

CURRENT SITUATION

26. 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 of the Car.
27. In fact, I had been in a minor accident due to the Car lunging forward, described above. Luckily no one was hurt on this occasion.

28. I do not feel safe and the passengers with me often do not feel safe when driving in this Car. My daughter, who was learning to drive around the time I bought the Car, refused to drive it, saying it was scary.

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. Multiple Ford dealerships have tried to fix the transmission issues, including having replaced the clutch on two occasions. Despite these attempts, the transmission problems and safety issues continued. 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 *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, S.B.C. 2004, C.2*

31. When I began looking to purchase a new car in 2014, I only considered purchasing a car with an automatic transmission. While I do know how to drive a car with a manual transmission, I was only interested in purchasing a vehicle with an automatic transmission. My Ford Fusion that I traded-in was an automatic, and I wanted another automatic transmission for the convenience and ease of use in city driving.
32. All of the Ford marketing material that I read prior to purchasing the Car indicated that my model of Ford Focus was available with either a manual transmission or an

“automatic” PowerShift transmission. I therefore chose to purchase the Car in part because I believed it to be an automatic transmission vehicle.

33. Consequently, I believed that the “PowerShift” name was merely Ford branding, and that the Car’s Dual Clutch Transmission was a regular automatic transmission which would shift the gears of the Car in a manner similar to that of other vehicles equipped with regular automatic transmissions.
34. Further, there was no mention in the Ford marketing materials of the transmission problems caused by the Dual Clutch Transmission.
35. 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.

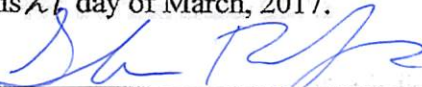
I AM PREPARED TO ACT AS A REPRESENTATIVE PLAINTIFF

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 Kelowna, in the Province of)
)
 British Columbia, via videoconference)
)
 this 29 day of March, 2017.)



 (A Commissioner, etc.)

Glenn Brandy
 LSUC # 676850



 Tracy Corsi