



No. **Court File No. VLC-S-S-252509**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

LAURENCE HINE

Plaintiff

AND

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

Defendants

Brought under the Class Proceedings Act, [R.S.B.C. 1996], c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiffs(s),

- a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
 - b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
 - c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
 - d) if the time for response to civil claim has been set by order of the court, within that time.
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CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

Parties and Overview

1. The defendants engineered, developed, designed, manufactured, marketed, and/or distributed the 10R80 10-speed Transmission (hereinafter referred to as “10R80 Transmission”) in vehicles including the Ford Expedition, Ford Mustang, Ford Ranger, Ford F-150, and Lincoln Navigator for model years 2017 to the present (referred to as "class vehicles" and defined further below), which were sold in Canada. Class vehicles contain one or more defects with the 10R80 Transmission which are particularized below which severely affect a driver’s ability to control the speed, acceleration and deceleration of a vehicle, and cause premature wear to the 10R80 Transmission’s clutch plates and other components, resulting in premature transmission failure, requiring multiple repairs and creating the risk of causing bodily harm to drivers, passengers and other users of the road.

2. Beginning in or around 2018, the defendants knew or ought to have known that the 10R80 Transmission was defective. The class vehicles all have the same or substantially identical 10R80 Transmission, and the Transmission Defects are the same for all vehicles.
3. The defendants continued to sell and/or lease thousands of class vehicles for the model years 2017 to present, despite knowing or having ought to have known that the 10R80 Transmissions were defective.
4. As a result of the transmission defects, Ford and/or Ford Canada were inundated with complaints from Canadian and American purchasers/lessees. Despite Ford issuing numerous technical service bulletins to alert dealerships and consumers of concerns associated with the class vehicles, Ford and/or Ford Canada have not notified the plaintiff or the class members that the class vehicles suffer from a systemic defect that causes the transmission to malfunction.

The Plaintiff

5. The plaintiff, Laurence Hine, is a resident of Chilliwack, British Columbia. He is self-employed. He leased a new 2018 Ford 150 (VIN: 1FTFW1E5XJKE62493) from Ford Canada at Ocean Park Ford at 3050 King George Boulevard, Surrey, British Columbia in or around September 2018. Mr. Hine then bought out the lease on May 17, 2019.
6. Mr. Hine's vehicle came with the Ford Limited New Vehicle Warranty ("New Vehicle Warranty"). Mr. Hine used the vehicle for both work and personal use.

7. Mr. Hine has been having transmission problems since purchasing the vehicle. Mr. Hine has experienced performance and safety issues, including kicking, jerking, shuddering, harsh engagement, sudden acceleration, delay in downshifts, delayed acceleration, and excessive noise within the vehicle compartments. In addition, Mr. Hine experienced gear 'clunking' and unexpected gear shifts while driving the vehicle since he bought it.
8. The Ford 150 is unsafe to drive because of the unpredictable performance and safety issues caused by the transmission defects. Fortunately, there have been no accidents with this vehicle.
9. Mr. Hine attempted to have his vehicle repaired multiple times under warranty through the Chilliwack Ford dealership at 45681 Yale Road, Chilliwack, British Columbia. However, Ford was unable to repair the vehicle. His history of transmission issues dates to 2019 and is detailed below:
 - a. Mr. Hine first took his vehicle to the dealership on July 30, 2019. He reported that the gear 'clunked' from 3rd to 4th even after reprogramming (meaning clearing the transmission data). The technician disassembled and inspected the transmission, which showed signs of dragging and overheating. The technician rebuilt the transmission with a new clutch assembly, replaced all frictions and seals, reinstalled the transmission in Mr. Hine's car and reprogrammed the shift strategy.
 - b. Mr. Hine took his vehicle to the dealership again on November 19, 2019 because his issue with the clunking of the 3rd and 4th gear persisted. Furthermore, he continued to experience unexpected downshifts at steady highway speeds and the vehicle seemed to shift

on its own without input. The technician performed an “adaptive learning drive cycle.” Mr. Hine was advised that the adaptive transmission shift strategy required a re-learning period after resetting.

- c. On March 4, 2020, Mr. Hine once again took his vehicle to the dealership reporting clunking in the 3rd and 4th gear upshift and unexpected downshifts. However, the technician was unable to document Mr. Hine’s complaint.
- d. Mr. Hine then took his vehicle to the dealership on May 27, 2021. He reported intermittent transmission clunking when he would downshift from the 5th gear. The transmission also felt like it would downshift at random while driving. The technician was once again unable to document Mr. Hine’s complaint.
- e. Mr. Hine took his vehicle to the dealership again on June 26, 2024. He reported intermittent hard shifting after the vehicle was hot. The technician suspected that a transmission adaptive relearn was required.
- f. Mr. Hine took his vehicle to the dealership once again on July 11, 2024. He reported that while driving on the highway, the vehicle would unexpectedly downshift from the 7th gear to the 1st gear. He had to manually adjust gears to the vehicle to shift properly. The technician road-tested the vehicle and immediately confirmed the issue. He diagnosed that the issue was likely caused by “internal transmission slipping”. The technician recommended a “full teardown” of the transmission to replace required components or a

complete transmission replacement. He advised that Mr. Hine should not drive the vehicle, however, By this point in time Mr. Hine's warranty had expired.

10. Mr. Hine relied on his vehicle for work purposes, therefore it was not feasible for him to stop driving it. Mr. Hine was hoping that the vehicle would be recalled, but that did not happen. He contacted Ford Canada on three occasions with hopes that they might help him, but he received no support. Thereafter, he researched various transmission repair companies to compare costs. Additionally, he contacted Transport Canada and reported a potential safety defect, but this has not resulted in any action.
11. On February 21, 2025, Mr. Hine took his vehicle for service at Bert's Automotive Transmission in Langley, British Columbia. The transmission had to be fully rebuilt including all new clutches. The repair cost around \$10,834.21.
12. Mr. Hine presently still uses the vehicle as his principal transportation.

The Defendants

13. Ford Motor Company (hereinafter "Ford") is a corporation duly incorporated pursuant to the laws of the State of Delaware, United States, with its head office in the City of Dearborn located in the State of Michigan. Ford carries on the business of, designing and manufacturing motor vehicles, parts and other products for sale in the United States and throughout the world. Ford manufactures some or all of the class vehicles. At all materials times, Ford was the parent corporation of Ford Canada, and oversaw and directed all operations of its wholly-owned subsidiary, Ford Canada.

14. Ford Motor Company of Canada, Limited (hereinafter “Ford Canada”) is a corporation incorporated under the laws of Ontario with its head office located in the City of Oakville, in the Province of Ontario. Ford Canada carries on the business of, designing and manufacturing motor vehicles, parts and other products for sale in Canada. At all material times, Ford Motor Company was the manufacturer of some or all of the class vehicles, including the plaintiffs vehicle and Ford Canada was the distributor in Canada of the class vehicles manufactured by Ford Motor Company.

CLASS DEFINITION

15. “Class members” means all persons in Canada who purchased or leased the following vehicle models:
- a. Ford Expedition 2018 - present
 - b. Ford Mustang 2018 – present
 - c. Ford Ranger 2019 – present
 - d. Ford F-150 2017 - present and
 - e. Lincoln Navigator 2018 – present.

FACTS

16. The 10R80 Transmission is the product of a joint venture between Ford and General Motors. After cooperating on design, each manufacturered their own version in their own factories. The 10R80 Transmission was first incorporated into the Ford F-150 in 2017, and then into the other class vehicles in subsequent years.

10R80 Transmission and Defects

17. As experienced by the plaintiff, the design defect in the 10R80 can cause a vehicle to “lunge” forward when shifted from park to drive as well as causing shimmying and shuddering when in motion. These issues are caused by two separate but related design defects in the 10R80 Transmission: clutch shuddering and harsh or inaccurate clutch engagement (hereinafter the “Transmission Defects”).

a. Clutch Shuddering

18. Clutch shuddering occurs when the engine and transmission revolve at different speeds. Service departments at Ford dealerships have a standard shuddering test to measure the difference in rotations between the engine and transmission. When a clutch is fully engaged, meaning fully in gear after the completion of a shift, the engine and the transmission should be revolving at the same speed. When they diverge, as occurs in the Class Vehicles, the engine and transmission rotations diverge and converge in rapid succession which causes the vehicle to feel like it is “shuddering” as it moves.

19. The cause of the difference in speed between the engine and transmission is a loss of friction which can occur for two reasons:

- a. contamination of the clutch by transmission gear oil or bearing grease; and/or
- b. a design defect in the transmission control module (“TCM”) controlling the gear shifts.

Contamination of the Clutch

20. Contamination occurs when the seals in the transmission housing, which are meant to keep the fluids inside the transmission, fail, causing the dry clutch to

become contaminated by gear oil and bearing grease. The failure of the seals occurs because of a design defect in their manufacture.

Design Defect in the TCM

21. The TCM is the computer that controls the gear shift. It must “know” how far to rotate the actuators in order to effectively engage and disengage the clutches, meaning shifting in and out of gears. The TCM relies on a system calibration procedure called “Adaptive Learning”. Adaptive Learning relies on sensors in the Vehicles to provide feedback about when the clutches are either engaged or disengaged.
22. As components in the transmission deteriorate because of wear and tear and temperature fluctuations, the known or “learned” positions the TCM uses to perform gear changes will begin to increasingly differ from the actual positions needed to properly engage the clutch, which leads to ineffective clutch engagement such that after a shift has been completed, the clutches are not fully engaged or in gear. This, in turn, contributes to a reduction in frictional force between the transmission and engine and causes further wear and tear on the clutches, thereby increasing the severity and frequency of the transmission shuddering.
23. Repeated shuddering results in rapid deterioration of the clutches, requiring clutch replacement. The shuddering is not resolved by clutch replacement. A new clutch will improve performance for a period of time but inevitably will deteriorate and have to be replaced over and over again. In other words the repair does not and cannot permanently remedy the situation contrary to the warranty obligations described below. At most it’s a temporary “fix” until the problem resurfaces.

b. Harsh or inaccurate clutch engagement

24. The Adaptive Learning procedure is defective because it does not have an “on the fly” learning procedure and therefore cannot adjust for changes to the engagement positions caused by wear and tear in the transmission components.
25. The TCM’s known or “learned” positions become increasingly different from the actual positions to properly engage the clutch, so that there is no engagement, or alternatively, the clutch will engage when the TCM does not intend to engage the clutch.
26. The results being that the vehicle will roll back, have a delayed launch, or alternatively the vehicle will have a harsh launch, stall, or squealing tires. As illustrated by the plaintiffs’ experience, the only way to ‘fix’ this is to have a technician re-teach the system when to change gears; a ‘solution’ that is only temporary.

c. Transmission Defects Render Class Vehicles Unsafe

27. The design defects in the 10R80 Transmission render the functioning of the class vehicles and equipment unsafe for occupants because the design defects cause the class vehicles to experience performance and safety issues, including total loss of propulsion/loss of power; kicking/jerking and/or shuddering of the vehicle when trying to accelerate; harsh engagement (meaning harsh gear changes and slippage of gears); sudden acceleration from a stop (lurching forward); delay in downshifts; poor pedal response to throttle pedal application, including delay in acceleration (hesitation when attempting to accelerate from a stop); delay in de-acceleration; difficulty stopping the vehicle due to the engine rpm’s remaining high even after releasing the accelerator pedal and applying the brakes; unreliable and unpredictable

acceleration; difficulty climbing elevated grades as the transmission does not respond appropriately so that it feels like the vehicle is underpowered; and excessive grinding noises within the vehicle compartment.

28. The performance and safety issues described in paragraph 27 are unpredictable in the sense that a driver cannot know precisely when or where or how his or her vehicle will malfunction. A vehicle which cannot accelerate predictably and reliably can be dangerous because drivers make decisions with respect to passing, turning, and pulling into traffic with an assumption regarding their vehicle's acceleration performance; if this ability is impeded, it poses a danger as the amount of time necessary to perform the maneuver changes and is unpredictable for both the driver of the vehicle and other cars on the road.

29. Drivers are unable to predict when a malfunction caused by the Transmission Defects will occur, and so the driver cannot anticipate sudden hesitation or sudden acceleration, for instance, when making driving decisions on the road, creating a risk of bodily harm to drivers, passengers and other users of the road.

d. Transmission Defects incapable of being repaired

30. Ford and Ford Canada currently do not have a solution to permanently repair the Transmission Defects. A permanent fix is unlikely without a transmission redesign and replacement of the existing transmission. Either the transmission would have to be changed from a dry clutch to wet clutch, which would be a complete redesign, or the input seals would need to be redesigned. Ford's efforts to redesign the input seals have proven ineffective; as such, the entire seal, shaft, and housing would need to be fully redesigned as well as the adaptive learning process.

31. Ford and Ford Canada have issued numerous Technical Service Bulletins in the United States and Canada where the plaintiffs and Class Members have been required to bring the Class Vehicles in for servicing ostensibly to repair the Transmission Defects. To date, none of the servicing done to correct the issues identified in the Technical Service Bulletins have corrected the Transmission Defects nor do the defendants have a solution that will actually eliminate the Transmission Defects.

32. The Transmission Defects are likely incapable of being repaired.

Defendants are aware of the Transmission Defects and the performance and safety issues

33. Since the 10R80 transmission was introduced and equipped in the class vehicles, consumers have repeatedly complained about difficulties shifting and the vehicle lunging and/or jerking to Ford.

34. Ford issued its first Technical Service Bulleting (TSB) related to the 10R80 transmission in March 2018. Thus, by early 2018, Ford and/or Ford Canada knew or should have known that the class vehicles contained the defects.

35. Pursuant to section 10(1) of the *Motor Vehicle Safety Act*, S.C. 1993, c. 16.,

A company that applies a national safety mark to any vehicle or equipment, sells any vehicle or equipment to which a national safety mark has been applied or imports any vehicle or equipment of a class for which standards are prescribed shall, as provided for in the regulations, give notice of any defect in the design, manufacture or functioning of the vehicle or equipment that affects or is likely to affect the safety of any person to

a) the Minister, on becoming aware of the defect; and

b) the current owner and any other prescribed person, within the period provided for in the regulations.

36. Due to various complaints on internet forums, the defendants have been aware of the Transmission Defects, but to date have failed to give notice to Transport Canada and to owners of the Class Vehicles. Therefore, the defendants are in breach of section 10 of the *Act*.

37. In March 2025, the National Highway Traffic Safety Administration (USA) launched an investigation into why the transmission of some Ford F-150 vehicles downshifted unintentionally. The agency said in a news release that the Office of Defects Investigation has received 138 complaints from drivers that the 2015 to 2017 Ford F-150 vehicles unexpectedly downshifted to a lower gear while driving at highway speed, without the drivers initiating the change in gears. The investigation could affect 1.3 million vehicles.

38. Around the same time, Transport Canada started a similar investigation following similar complaints in Canada. They received 11 complaints alleging a downshift issue with 2017-2020 F-150 vehicles with the 10R80 Transmission.

39. The defendants have and continue to sell the class vehicles without disclosing the Transmission Defects. The defendants maintain that the class vehicles are roadworthy and perform in accordance with specifications, in circumstances where the defendants are well aware of the Transmission Defects, well aware that they cannot be repaired and have been inundated with dealer inquiries concerning customer complaints about the repairability, performance and safety of the class vehicles.

40. The defendants engaged in a systemic policy or practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the

Transmission Defects – in breach of the express and implied warranties of the class vehicles and the *Consumer Protection Act*.

41. Facts supporting the systemic practice or policy of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects are as follows:

- a. The Transmission was warranted by the defendants to be free of defects;
- b. The defendants knew about the Transmission Defects;
- c. Numerous complaints about the Transmission Defects have been rendered to the defendants, to regulatory bodies and widely reported in internet forums;
- d. The defendants issued technical service bulletins which purported to correct the Transmission Defects, and which did not correct the Transmission Defect;
- e. The defendants concealed from the class members that in all likelihood the Transmission Defects are irreparable; and
- f. The defendants have continued to manufacture, distribute, market and sell the class vehicles with the Transmission Defects to present.

PART 2 – RELIEF SOUGHT

42. The plaintiff, on their own behalf and on behalf of the Class Members claim:

- a) an Order certifying this proceeding as a national class proceeding and appointing the plaintiff as the representative plaintiff for the class;
- b) Declaration that the defendants breached the express and implied warranties in relation to the class vehicles;
- c) Declaration that the defendants are liable to the plaintiffs and the class members for negligence in respect of the class members in the common law provinces and civil liability in respect of the class members in Quebec;
- d) Declaration that the defendants are liable to class members in all provinces with the exception of Nova Scotia and New Brunswick for a breach of the applicable Consumer Protection Legislation
- e) a Declaration that the defendants engaged in a policy or practice of manufacturing, distributing, marketing and selling the class vehicles while being aware of the existence of the Transmission Defects;
- f) a Declaration that the defendants are liable to the Quebec class members for a breach of Article 1726 of the Civil Code of Quebec, CQLR c C-1991;
- g) general damages ;
- h) special damages in an amount to be determined;

- i) punitive damages ;
- j) costs of administering the plan of distribution of the recovery of this action in such an amount as this Honourable Court finds appropriate;
- k) an Order directing a reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;
- l) pre-judgment interest and post-judgment interest, compounded, or pursuant to section 128 of the CJA;
- m) costs of this action or in the alternative on a substantial indemnity basis, or in the further alternative, in an amount that provides full indemnity, plus applicable taxes; and
- n) such further and other relief as this Honourable Court deems just.

PART 3 – LEGAL BASIS – CAUSES OF ACTION

Breach of Express and Implied Warranties

- 43. Ford Canada warranted to the plaintiff and the class members that the class vehicles would be reasonably fit for the purposes intended and free from defects.
- 44. Ford Canada provided the purchasers and lessees of the class vehicles with a uniform written warranty that provides and represents, among other things, that each class vehicle:

[if] ...properly operated and maintained, and...taken to a Ford dealership for warranted repair during the warranty period, then authorized

Ford Motor Company dealers will, without charge, repair, replace or adjust all parts of your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty any such liability shall terminate.

45. Despite and contrary to the foregoing warranties and representations, the class vehicles could not be repaired by Ford Canada under the warranty.
46. The 10R80 Transmission in question is a warranted part. The class vehicles are defective under the terms of the warranty and any similar or related extended warranties.
47. Because of the installation of the defective 10R80 Transmissions, the class vehicles are not reasonably fit or of a reasonable acceptable quality for the purposes of driving on roads in Canada and contain defects.
48. Ford Canada has breached their contracts for sale or lease with the class members and as a result the class members have suffered damages.
49. Because the defective parts in the class vehicles cannot be repaired or permanently repaired (ultimately the transmission has to be fully replaced) the "cost

of repair” under the warranty is equivalent to the cost of replacing the class vehicles, less reasonable depreciation.

50. Ford Canada have not repaired and have been unwilling to reasonably repair the Transmission Defects.

Negligence

51. Ford and Ford Canada owed a duty of care to the plaintiff and the class members to ensure that the vehicles were engineered, designed, developed, tested manufactured, marketed and distributed free of dangerous defects and without the Transmission Defects. Moreover, the defendants owed the class members a duty to warn that the 10R80 Transmission contained a dangerous defect.

52. 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 class vehicles. The circumstances of the defendants being in the business of manufacturing, designing and selling motor vehicles to the plaintiffs and other class members are such that they are under an obligation to be mindful of the safety of the plaintiff and other class members when manufacturing, designing and selling motor vehicles. Thus, the defendants owed a duty to the plaintiff and class members to exercise reasonable care when designing, testing, researching, manufacturing, marketing and distributing class vehicles.

53. 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, manufacturing and distributing the class vehicles and having them certified, imported, marketed and distributed. The defendants, through their employees, officers, directors and agents,

failed to meet the reasonable standard of care and similarly failed to warn the class members.

54. The defendants knew or ought to have known that if the class vehicles contained dangerous defects such as the Transmission Defects, it was likely that the plaintiff and other class members would be operating unsafe vehicles and putting themselves at risk for bodily harm.

55. There is a sufficient degree of proximity between the plaintiff and other class members and the defendants to establish a duty of care because:

- a. They entered into contracts with the defendants' network of dealerships for the purchase or lease of the class vehicles;
 - b. It was reasonable for the plaintiff and other class members to expect that the defendants implemented adequate safeguards to ensure that the 10R80 Transmissions contained in the class vehicles were safe and free from dangerous defects;
 - c. The nature of the defendants' business, the manufacture, design and sale of motor vehicles, had a direct causal connection to the incidents of safety hazards caused by the Transmission Defects which severely affect a driver's ability to control the speed, acceleration and deceleration of a vehicle, and cause premature wear to the 10R80 Transmission's clutch plates and other components, resulting in premature transmission failure;
 - d. The plaintiff and other class members were vulnerable to any failure on the part of the defendants to ensure the safety, and quality of the 10R80 Transmission, as they had no way of ensuring sufficient inspection and supervision of the materials were taken, and no way of conducting the inspection themselves; and
 - e. Ford and Ford Canada warranted that they were in the business of designing and manufacturing motor vehicles, parties and other products for sale in the United States and Canada.
56. The defendants breached their duty of care to the plaintiff and to the class members, as particularized below:

- a. they failed to design and/or install a 10R80 Transmission that was safe to operate and free of the Transmission Defects;
- b. they failed to develop an adequate method to permanently repair and/or replace the 10R80 Transmission with a transmission that was free of defects;
- c. they failed to sufficiently and properly inspect the safety and quality of the 10R80 Transmission on an on-going basis;
- d. they failed to require adequate quality controls and testing of the 10R80 Transmissions before installing the Transmissions;
- e. they failed to properly install the 10R80 Transmission;
- f. contrary to section 10 of the *Motor Vehicle Act*, they failed to adequately notify the plaintiffs and other Class Members of the 10R80 Transmission Defects;
- g. they failed to identify the Transmission Defects as a safety hazard; and
- h. the defendants engaged in a policy or practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects, as pleaded under the heading entitled, “Facts Supporting Class Members’ Claims Against the Defendants”.

57. Ford and Ford Canada have failed to warn class members of the Transmission Defects. The defendants’ negligent design, testing, research, manufacturing, marketing and distribution created a substantial likelihood of harm to the plaintiff and class members.

58. The plaintiff states that the law of negligence of all common law provinces is the same.

Breach of Applicable Consumer Protection Legislation

Facts in support of breaches of Applicable Consumer Protection Legislation

59. The defendants made, approved or authorized a number of consistent, common and uniform representations in, among other things, their vehicle manuals, media releases, internet, social media and print media advertising, website(s), sales brochures, posters, dealership displays and other marketing materials in relation to the class vehicles.
60. The Representations were conveyed by the defendants to the class members and public:
- a. by advertising the class vehicles for sale as having automatic transmissions;
 - b. by requiring its dealers to describe the transmission as an automatic transmission in its feature lists and brochures;
 - c. by marketing and advertising that the class vehicles were equipped with an automatic transmission without qualifying what was meant by “automatic transmission”, and as such conveyed to the class members that the automatic transmissions in the class vehicles performed like a customary automatic transmission; and,
 - d. by omissions since 2017, whereby none of the advertising or product literature or direct communications with the class members (such as through customer notices,) ever suggested the existence of a defect in the 10R80 Transmission for the class vehicles; that the class vehicles were unsafe to operate; when the defendants knew at least as early as 2018 that the class vehicles were unsafe to operate and suffered from product defects

61. The plaintiff states that the representations were false, misleading, deceptive and constituted an unfair practice under the applicable Consumer Protection Legislation because:

- a. the 10R80 Transmission did not perform like any other automatic transmission. Instead, assuming the 10R80 Transmission performed as the defendants had intended, it - amongst other characteristics - had very harsh gear changes, hesitated and/or shuddered when the class vehicles were accelerating, lurched or lunged forward when stopping or starting the class vehicles, had poor pedal response to throttle pedal application, rolled backward when accelerating from a stop on an incline, and emitted grinding noises from the engine compartment; and,
- b. the class vehicles were not safe to operate or free from defects because, since at least 2018, the defendants have known there is a latent defect in the 10R80 Transmission which is not repairable, and they have known as a consequence that the class vehicles are not safe to operate.

62. The plaintiff states that the Representations were unconscionable under the applicable Consumer Protection Legislation for the provinces of Ontario, British Columbia, Newfoundland and Labrador, and Prince Edward Island because the defendants knew, or ought to have known that:

- a. because of the performance and safety problems described herein, the price for the class vehicles grossly exceeded the price at which similar goods or services were readily available to like consumers;
- b. the class members were unable to receive all expected benefits from the class vehicles;
- c. the consumer transactions were excessively one-sided in favour of the defendants;

- d. because of such further conduct concealed by the defendants and unknown to the plaintiffs; and
- e. the plaintiffs state that the representations are unconscionable because the defendants engaged in a policy or practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects.

British Columbia

- 63. The class members in British Columbia who purchased or leased the class vehicles for personal, family or household purposes are consumers, as defined in section 1 of the Business Practices and Consumer Protection Act, S.B.C. 2004, c. 2 (“BCCPA”).
- 64. The defendants are suppliers as defined in section 1 of the BCCPA. In the course of business, the defendants supplied a good, the class vehicles, to the class members, and solicited, offered, advertised, and promoted with respect to a consumer transaction between the class members and defendants.
- 65. The representations made by the defendants constitute deceptive acts or practices, pursuant to section 4 of the BCCPA and unconscionable acts or practices, pursuant to section 8 of the BCCPA. The material facts are pleaded in paragraphs 59-61.
- 66. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles, as defined in section 4(2) of the BCCPA.
- 67. The class members suffered damage and/or loss due to the deceptive acts or practices and unconscionable acts or practices of the defendants, and as such are entitled to damages pursuant to section 171 of the BCCPA.

68. The class members are entitled to a declaration that the defendants' acts or practices contravened the BCCPA, and that the defendants restore the amounts paid by the class members to the defendants as a result of the defendants' contravention of the BCCPA, pursuant to section 172 of the BCCPA.
69. As the unconscionable act or practice occurred in respect of the consumer transaction for the purchase and/or lease of the class vehicles, the consumer transaction is not binding on the class members, and as such are entitled to rescission pursuant to sections 10 and 172 of the BCCPA.
70. The class members are entitled, to the extent necessary and pursuant to section 173(3) of the BCCPA, to a waiver of any notice requirements under the BCCPA, or alternatively, that the within action should proceed irrespective of any notice being served pursuant to the BCCPA.

Ontario

71. The plaintiff states class members in Ontario who purchased or leased the class vehicles for personal, family or household purposes are consumers, as defined in section 1 of the *Consumer Protection Act*, 2002, S.O. 2002, c.30 ("CPA").
72. The plaintiff states that the Representations were false, misleading, deceptive or unconscionable and constituted an unfair practice under sections 14 and 15 of the *Consumer Protection Act*. The material facts are pleaded in paragraphs 59-61.
73. The plaintiff also states that, for the purposes of section 18 of the *Consumer Protection Act*, the representations were made on or before the plaintiff and other class members entered into the agreements to purchase and/or lease the class vehicles.

74. The plaintiff and the Ontario class members are entitled to rescission of the purchase, lease or other related agreements as well as damages pursuant to section 18 of the *Consumer Protection Act*.

75. The class members are entitled, to the extent necessary and pursuant to section 18(15) of *Consumer Protection Act*, to a waiver of any notice requirements under the *Consumer Protection Act* particularly as the defendants have concealed the actual state of affairs from the class members.

Manitoba

76. The class members in Manitoba who purchased or leased the class vehicles for personal, family or household uses are consumers, as defined in section 1 of the *Business Practices Act*, C.C.S.M. c. B120 (“*BPA*”).

77. The defendants are suppliers as defined in section 1 of the *BPA*. In the course of business, the defendants sold, leased, or otherwise disposed of goods, the class vehicles, to the class members. The defendants are also manufacturers, producers, assemblers, and/or distributors of the class vehicles.

78. The representations made by the defendants were deceiving or misleading, pursuant to sections 2 of the *BPA*. The material facts are pleaded in paragraph 59.

79. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles, for the purposes of section 7 of the *BPA*.

80. The class members suffered damage and/or loss due to the unfair business practices of the defendants, and as such are entitled to damages pursuant to section 23(2) of the *BPA*.

81. The class members are entitled to rescission of the purchase, lease or other related agreements, or alternatively a repayment by the defendants of the amount paid by the class members for the class vehicles, pursuant to section 23(2) of the *BPA*.

82. The class members are further entitled to exemplary or punitive damages because the defendants engaged in a policy or practice of practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects, as pleaded above, pursuant to section 23(4) of the *BPA*.

Saskatchewan

83. The class members in Saskatchewan who purchased or leased the class vehicles for personal, family or household purposes are consumers, as defined in section 2 of the *Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 (“*CPBPA*”).

84. The defendants are suppliers as defined in section 2 the *CPBPA*. In the course of business, the defendants sold, leased, or otherwise provided goods, the class vehicles, to the class members.

85. The representations made by the defendants were deceiving or misleading or false claims, pursuant to sections 6 and 7 the *CPBPA*. The material facts are pleaded in paragraph 59.

86. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles, for the purposes of section 9 of the *CPBPA*.

87. The class members suffered damage and/or loss due to the unfair business practices of the defendants, and as such are entitled to damages pursuant to section 93(1)(b) of the *CPBPA*.
88. The class members are entitled to a repayment by the defendants of the amount paid by the class members for the class vehicles, pursuant to section 93(1)(a) of the *CPBPA*.
89. Alternatively, the class members are entitled to rescission of the purchase, lease or other related agreements, pursuant to section 93(1)(d) and (f) of the *CPBPA*.
90. The class members are further entitled to exemplary or punitive damages, pursuant to sections 93(1)(b) and (2) of the *CPBPA*, because the defendants engaged in a policy or practice of practice of manufacturing, distributing, marketing and selling the Class Vehicles while aware of the Transmission Defects, as pleaded above, and as such did not take reasonable precautions or exercise due diligence.

Alberta

91. The class members in Alberta who purchased or leased the class vehicles for personal, family or household purposes are consumers, as defined in section 1(1) of the *Fair Trading Act, R.S.A. 2000 c. F-2* (“*FTA*”).
92. The defendants are suppliers as defined in section 1(1) of the *FTA*. In the course of business, the defendants sold, leased, or otherwise provided goods, the class vehicles, to the class members. The defendants are also manufacturers, producers, and/or assemblers of the class vehicles, and promoters of the use or purchase of the class vehicles.

93. The representations made by the defendants were unfair practices and deceived or misled, or might reasonably have deceived or misled, the class members, pursuant to section 6 of the *FTA*. The material facts are pleaded in paragraph 59.
94. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles, for the purposes of section 7 of the *FTA*.
95. The class members suffered damage and/or loss due to the unfair business practices of the defendants, and as such are entitled to damages pursuant to sections 7(1),(3) and 13 of the *FTA*.
96. The class members are entitled to cancellation or rescission of the purchase, lease or other related agreements, or repayment by the supplier of monies paid for the class vehicles, pursuant to sections 7(1)(3), and 13 of the *BPA*.
97. The class members are further entitled to exemplary or punitive damages because the defendants engaged in a policy or practice of practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects, as pleaded above, pursuant to sections 7.2(1) and 13 of the *TPA*.
98. The class members are entitled, to the extent necessary and pursuant to section 7.2(3) of the *FTA*, to a waiver of any notice requirements under the *FTA*.

Newfoundland and Labrador

99. The class members in Newfoundland and Labrador who purchased or leased the class vehicles for personal, family or household purposes are consumers, as

defined in section 2 of the *Consumer Protection and Business Practices Act*, SNL 2009, C-31.1 (“*NFLD CPBPA*”).

100. The defendants are suppliers, as defined in section 2 of the *NFLD CPBPA*. In the course of business, the defendants offered, advertised, and/or sold goods, the class vehicles, to the class members. The defendants engaged in a consumer transaction with the class members for the sale and/or lease of the class vehicles. The defendants also were manufacturers, importers, producers and/or assemblers of the class vehicles.
101. The representations made by the defendants were deceiving or misleading, pursuant to section 7 of the *NFLD CPBPA* and constitute unconscionable acts or practices, as defined in section 8 of the *NFLD CPBPA*. The material facts are pleaded in paragraphs 59-61.
102. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles, for the purposes of section 7(2) of the *NFLD CPBPA*.
103. The class members suffered damage and/or loss due to the unfair business practices of the defendants, and as such are entitled to damages, rescission of the consumer agreement, and repayment by the defendants of the amount paid by the class members for the class vehicles, pursuant to section 10 of the *NFLD CPBPA*.
104. The class members are further entitled to exemplary or punitive damages because the defendants engaged in a policy or practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects, as pleaded above, pursuant to section 10 of the *NFLD CPBPA*.

Prince Edward Island

105. The class members in Prince Edward Island who purchased or leased the class vehicles not acting in the course of carrying on business are consumers, as defined in section 1 of the *Business Practices Act*, RSPEI 1988, c B-7 ("*PEI BPA*").
106. The representations made by the defendants were false, misleading or deceptive consumer representations, pursuant to section 2(a) of the *PEI BPA* and constituted unconscionable consumer representations, as defined in section 2(b) the *PEI BPA*. The material facts are pleaded in paragraphs 59-61.
107. The representations were consumer representations, as defined in section 1 of the *PEI BPA*, because they were made by the defendants in the course of business with a respect to supplying goods, the class vehicles, to the class members, or made for the purpose of or with a view to receiving consideration for the class vehicles.
108. The representations were made before the class members entered into the agreements to purchase and/or lease the class vehicles, for the purposes of section 4 of the *PEI BPA*.
109. The class members suffered damage and/or loss due to the unfair business practices of the defendants.
110. The class members are entitled to rescind the consumer agreements with the defendants, and where rescission is no longer possible, damages and/or recovery of the amount by which the class members paid under the consumer agreement in excess of the fair value of the class vehicles, pursuant to section 4(1) of the *PEI BPA*.

111. The class members are further entitled to exemplary or punitive damages because the defendants' unfair practices constituted unconscionable consumer representations, as pleaded above, pursuant to section 4(2) of the *PEI BPA*.

QUEBEC CAUSES OF ACTION

Section 1726 and 1730 of the *Civil Code of Quebec*

112. Ford and Ford Canada knew or ought to have known about the Transmission Defects since at least 2010.

113. Pursuant to Article 1726 of the *Civil Code of Quebec*, C.Q.L.R. c C-1991 Ford and/or Ford Canada warranted, either impliedly or expressly, that the class vehicles were free of latent defects which render them unfit for the use for which they were intended or which diminished their usefulness at the time of sale.

114. Pursuant to Article 1730 of the Civil Code, the defendants, as manufacturers or persons who distribute or act as suppliers of the class vehicles, are bound to the warranty as pleaded above.

115. The plaintiff and the class members would not have bought the class vehicles or paid so high a price for them had they been aware of the Transmission Defects, because the Transmission Defects cause the class vehicles to experience performance and safety issues, including kicking, jerking, shuddering or hesitation when accelerating, harsh engagement, sudden acceleration, delay in downshifts, delay in acceleration, poor pedal response to throttle pedal application, total loss of propulsion / loss of power, unreliable and unpredictable acceleration, difficulty stopping the vehicle, difficulty climbing elevated grades and excessive noise within

the vehicle compartment. As such, the Transmission Defects, which the plaintiff submits is latent, diminish the value of the class vehicles.

116. The plaintiff and the class members claim damages for the purchase prices of the class vehicles in addition to any damages for losses or injuries suffered.

Quebec *Consumer Protection Act*, R.S.Q. c. P-40.1

117. The class members in Quebec who purchased or leased the class vehicles for personal, family or household or any purpose other than as a merchant for the purposes of business are consumers as defined in section 1 of the *Consumer Protection Act*, R.S.Q. c. P-40.1 (“*QC CPA*”).

118. The defendants are merchants and/or manufacturers as defined in section 1 of the *QC CPA*. In the course of business, the defendants sold, leased, or otherwise supplied goods, the class vehicles, to the class members. The defendants are in the business of assembling, producing or processing the class vehicles, and represent themselves to the public as the manufacturer of the class vehicles. The defendants also import and/or distribute the class vehicles where they are manufactured outside Canada.

119. The representations made by the defendants were false or misleading, as defined in the *QC CPA*. The material facts are pleaded in paragraph 59.

120. The representations were made on or before the class members entered into the agreements to purchase and/or lease the class vehicles.

121. The class members suffered damage and/or loss due to the unfair business practices of the defendants.

122. The class members are entitled to damages, pursuant to section 272 of the *QC CPA*.

123. The class members are entitled to rescission or annulment of the consumer agreement; the consumer agreement being set aside; or the class members' obligations under the consumer agreement being reduced, pursuant to section 272 of the *QC CPA*.

124. The class members are further entitled to exemplary or punitive damages because the defendants engaged in a policy or practice of practice of manufacturing, distributing, marketing and selling the class vehicles while aware of the Transmission Defects, as pleaded above, pursuant to section 272 of the *QC CPA*.

Civil Liability

125. With respect to Quebec, the law of civil liability under provisions 1457-1469 of the *Civil Code of Quebec*, C.Q.L.R. c C-1991, similarly establishes extra-contractual liability where the defendants have breached their duties owed to the plaintiff through an unsafe or defective product placed into the marketplace, as pleaded under the heading "Negligence" in respect of the common law provinces, above.

DAMAGES

126. As a result of the dangerous and harmful Transmission Defects and the failure of the defendants to disclose their existence, the class has suffered damages. The class members who purchased a vehicle overpaid as the price was inflated because of a failure to disclose the Transmission Defects and the performance and safety issues associated with the class vehicles.

127. The market and resale value of each vehicle purchased by a class member has been and will be reduced.
128. The lessee class members overpaid on monthly lease payments, interest payments and down payments and the buy-out price for the leased vehicles is excessive.
129. The class members have expended time to have their vehicles repaired in vain. The class members have and will continue to experience a loss of use and enjoyment of the vehicles.
130. All class members have overpaid and continue to overpay to own and/or lease the class vehicles because the class vehicles are worth significantly less than the retail price as a result of the Transmission Defects.
131. The defendants should refund the purchase price of the vehicles less depreciation because they are unsafe and Class Members should not be driving the class vehicles.
132. The defendants should further pay damages for the class members' loss of use, inconvenience, and out-of-pocket expenses.
133. With respect to the damages sought for breaches of the applicable Consumer Protection Legislation, the damages are pleaded under the respective consumer protection cause of action sections for each province.
134. In the alternative, class members who advance claims for breach of warranty may elect to waive the damages and seek an order for disgorgement of all profits generated by the sale of the class vehicles.

STATUTES RELIED UPON BY THE PLAINTIFF

135. The plaintiff pleads and relies upon the *CPA*, *CJA*, the *Consumer Protection Act*, and the *BCCPA*, *BPA*, *CPBPA*, *FTA*, *NFLD CPBPA*, *PEI BPA*, *Civil Code*, and *QC CPA*.

136. Pursuant to Rule 4-5 the plaintiff pleads and relies on Rules 4-5(2), 4-5(3), 4-5(5) and 4-5(6) of the Supreme Court Civil Rules, BC Reg 168/2009, in support of service of the Notice of Motion and this Notice of Civil Claim upon Ford Motor Company outside of British Columbia without a court order.

PLACE OF TRIAL

137. The plaintiff proposes that the trial of this action be held in the City of Vancouver.

Date: April 2, 2025



Signature of
Theodore P. Charney
lawyer for plaintiff

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The plaintiff claims the right to serve this pleading/petition on the Defendants outside British Columbia on the ground that:

1. The proceeding is brought to enforce a contract in relation to movable property in British Columbia;
2. The proceeding concerns contractual obligations to be performed in British Columbia and resulted from a solicitation of business in British Columbia on behalf of the seller;
3. The proceeding concerns a tort committed in British Columbia; and
4. The proceeding concerns a business carried on in British Columbia.

Plaintiff's address for service:	CHARNEY LAWYERS PROFESSIONAL CORP. 602 - 151 Bloor Street West Toronto, ON M5S 1S4
Fax number address for service (if any):	1-416-964-7416
E-mail address for service (if any):	tcharney@charneylawyers.com
Place of trial:	Vancouver
The address of the registry is:	800 Smithe Street, Vancouver

Date: April 2, 2025



Signature of Theodore P. Charney
lawyer for plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Proposed class action regarding damages suffered as a result of manufacturing defect in certain types of Ford vehicles.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

a motor vehicle accident

medical malpractice

X another cause

A dispute concerning:

contaminated sites

construction defects

real property (real estate)

personal property

the provision of goods or services or other general commercial matters

investment losses

the lending of money

an employment relationship

a will or other issues concerning the probate of an estate

X a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

X a class action

maritime law

aboriginal law

constitutional law

conflict of laws

none of the above

do not know

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

- a) *Class Proceedings Act*, R.S.B.C. 1996, c. 50
PIPEDA, S.C. 2000 c. 5