

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 LINDA GOODMAN (Sworn April 3, 2017)

I, Linda Goodman, of the City of Regina, in the Province of Saskatchewan, 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 46 years old and live in Regina Saskatchewan. I am employed with the Regina Qu'Appelle Health Region as pediatric home care continuing care aid.
3. I currently own a silver 2013 Ford Focus SE sedan (the "Car"), which is equipped with a Dual Clutch Transmission.

4. I purchased the Car on December 02, 2013, from from Capital Ford Lincoln Inc. (“Capital Ford”), an authorized Ford dealership in Regina, Saskatchewan. The Car had 37,720 kilometers on the odometer when I bought it. Attached hereto as **Exhibit “A”** is a copy of my purchase agreement.
5. I paid \$22,059.40 for the Car, inclusive of taxes and fees, which I financed through Scotia Dealer Advantage. Attached hereto as **Exhibit “B”** is an insurance agreement, dated December 2, 2013, stating that my Car was financed.
6. I test drove the Car when I bought it. It was in the middle of winter and the roads were icy, so I attributed any jerkiness in the way the Car drove to the road conditions.
7. Included with my purchase was a new vehicle warranty.

TRANSMISSION PROBLEMS

8. I began to experience problems with my Car shortly after purchasing it. It 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. The hesitation could get so bad that at times my car would almost “red-line” such that the engine R.P.M.’s were extremely high before the Car would go into gear and accelerate forward.
9. The Car would shudder when accelerating, which means that the Car would noticeably vibrate or shake.

10. I also experienced a lack of performance when driving up inclines. The Car will roll backwards when stopped on a hill, even when depressing the gas pedal. Eventually, the Car will begin to accelerate forward.
11. In addition, the Car generally drove poorly. I could experience when the car shifted gears because it had a jerking sensation accompanied by a noticeable grinding noise.
12. At first, these transmission problems would occur sporadically, but over time increased in frequency.

UNSUCCESSFUL ATTEMPTS TO FIX THE TRANSMISSION

13. On March 31, 2014, I brought the Car back to Capital Ford. I described to the service centre manager that my car was shuddering, lurching forward, and there was hesitation when trying to accelerate. He agreed to go on a test drive with me, during which he confirmed there was some shuddering. Capital Ford reprogrammed the powertrain control module ("PCM") and transmission control module ("TCM"). After the reprogramming, they tested the transmission and found that it was shuddering below 250 r.p.m.'s, and as such performed no further repairs. Attached hereto as **Exhibit "C"** is the service invoice. As the repairs were performed under warranty, I was not charged.
14. I did not notice any improvements to how the Car drove following this repair.
15. On May 30, 2014, I brought the Car back to Capital Ford, as the transmission problems had only worsened since the prior repair. The service centre staff reprogrammed the PCM and TCM, and then tested the transmission and confirmed that it was shuddering. They consequently replaced the clutch and seals, as noted in the service invoice, attached

hereto as **Exhibit “D”**. The work was performed under warranty, and as such I was not charged. I had to leave my Car at the dealership while they performed the repairs, and I was provided with a rental car.

16. The Car drove more smoothly following the repairs for about three months. After about three months, I began to experience the occasional transmission problem, including harsh gear changes or hesitation when accelerating. Over time, these problems worsened in both frequency and severity. The transmission began to shudder again as well.
17. On November 14, 2014, I brought the Car to Capital Ford, as my Car would not properly go into reverse gear. Capital Ford inspected my Car and determined that the TCM had to be replaced. They replaced the TCM and verified that it was properly working, as noted in the service invoice, attached hereto as **Exhibit “E”**.
18. While the repair corrected the immediate issue of being able to put the car in reverse gear, I continued to experience the transmission problems as I had prior to this repair.
19. On May 6, 2015, I brought the Car to Bennett Dunlop Ford Sales Limited (“Bennett Ford”), an authorized Ford dealership in Regina, Saskatchewan. I described the transmission problems that I had been experiencing to the service centre staff, including shuddering when accelerating. They agreed to inspect my Car. After performing a road test, Bennett Ford reprogrammed the powertrain control module (“PCM”) / transmission control module (“TCM”), and tested the transmission for shuddering. The transmission was still shuddering, and as such a replacement clutch was ordered. Attached hereto as **Exhibit “F”** is the service invoice.

20. I brought the Car back to Bennett Ford on June 4, 2015 to have the clutch replaced. Bennett Ford replaced the clutch. They also replaced the seals after finding a seal leak and reprogrammed the PCM, as noted in the service history report, attached hereto as **Exhibit "G"**. The repairs were performed under warranty, and as such I was not charged for this work. I had to leave my Car with Bennett Ford for 11 days. At first, the dealership did not want to provide me with a rental car, so I called Ford Company of Canada, Limited ("Ford Canada") customer service. Ford Canada instructed my dealership to provide a rental car, and they did so accordingly.
21. The Car drove better for about two months. After these two months, I began to feel the jerky gear shift, shuddering and hesitation when trying to accelerate. The transmission problems occurred more frequently and more severe over time, until a few months later they were as bad as they had been prior to the repairs.
22. On December 14, 2015, I brought my Car back to Bennett Ford and described to the service centre staff about the continuing transmission problems I was experiencing. Bennett Ford inspected the Car and confirmed it was shuddering. They reprogrammed the PCM / TCM and re-tested the Car for shuddering. They found that the shuddering was "WITHIN SPEC DURING SHIFT EVENT", as noted in the service history report, attached hereto as **Exhibit "H"**. The repairs were performed under warranty, and as such I was not charged for this work.
23. The Car drove better for about one month following the above repairs. After one month, I began to experience the transmission problems again, including the jerkiness during gear

shifts, shuddering and hesitation when trying to accelerate. The transmission problems occurred more frequently and more severe over time.

24. On October 28, 2016, I brought the Car back to Bennett Ford due to continuing transmission problems, including shuddering. Bennett Ford tested the Car and confirmed it was shuddering, as noted in the service history report, attached hereto as **“Exhibit “I”**. As such, they ordered a replacement clutch and seals. I brought the Car back to Bennett Ford to have the replacement clutch and seals installed, as noted in the service invoice, attached hereto as **“Exhibit “J”**. The work was performed under warranty, and as such I was not charged.
25. The Car drove more smoothly for about three months but I have since begun to experience transmission problems, jerkiness when shifting gears and shuddering.

CURRENT SITUATION

26. My Car is not safe to drive due to the transmission problems described above. I do not feel in control of the Car at all times, as the Car can unexpectedly lurch or fail to accelerate.
27. The hesitation when accelerating is particularly concerning, as it can take longer to cross lanes of oncoming traffic when driving through an intersection. At one point, I was almost hit by another car when trying to make a left turn at an intersection. The Car hesitated so long when I was trying to accelerate through the intersection that I thought it may have stalled. Finally, the Car felt like it shifted into gear and accelerated forward, and I narrowly avoided a collision.

28. I am also worried about the lurching or lunging of the Car, as it poses a risk of hitting another car, object, or pedestrian.
29. While I do not believe the Car is safe to drive, I am reluctantly still driving it today because I cannot afford to buy another car. I do not believe the money I could generate from the sale of my car would allow me to replace it because of the low resale value of my Car. I have seen a very large number of complaints online about the transmission issues with the Ford Focus models equipped with the Dual Clutch Transmission, and as such I do not believe anyone would be willing to pay much for the Car.

BREACH OF WARRANTY

30. 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 problems, discussed above, which pose very real safety issues. The Dealership has tried to fix the transmission problems on at least the six occasions noted above, and despite these attempts, the transmission issues and safety issues continue. I do not believe that the defendants are capable of permanently fixing my Car so that it will be fit for its purpose.
31. Simply put, the Car is a lemon. I did not receive a Car that was fit for driving.

BREACH OF *CONSUMER PROTECTION AND BUSINESS PRACTICES ACT*, SS 2014, c C-30.2

32. When I began looking to buy a car toward in 2013, I was only interested in vehicles with automatic transmissions. While I know how to drive a manual transmission, I wanted a car with an automatic transmission for driving for work.

33. 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.
34. 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.
35. When I purchased the Car, the Ford marketing materials did not explain that the PowerShift automatic transmission is a Dual Clutch Transmission, which is, in fact, more akin to two manual transmissions that are shifted automatically.
36. Further, there was no mention in the Ford marketing materials of the transmission problems caused by the Dual Clutch Transmission.
37. If I had known that the Dual Clutch transmission would not operate similar to traditional automatic transmissions and would cause the transmission issues, I would not have purchased the Car.
38. Assuming the transmission problems I have described are, as indicated by Ford, 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.

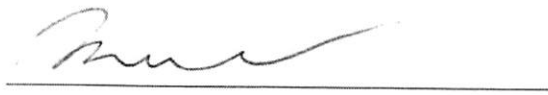
I AM PREPARED TO ACT AS A REPRESENTATIVE PLAINTIFF

39. 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.
40. 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.
41. 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.
42. 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;

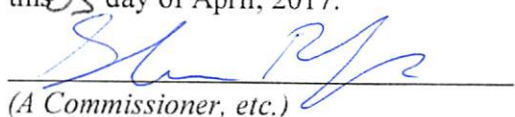
- g) express, in some circumstances, my opinions on strategy to my lawyers; and,
 - h) to communicate with members of the Class, as required.
43. To date, the following are some of the steps I have taken to fairly and adequately represent the class members:
- a) retained and instructed lawyers from Charney 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.
44. 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.
45. 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.
46. 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.

48. 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 Regina, in the Province of)
)
Saskatchewan, via videoconference)
)
this 03 day of April, 2017.)



Linda Goodman


(A Commissioner, etc.)

Glenn Brandy
LSUC# 676850