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**FORM 109
(RULE 22-2 (2) AND (7))**

This is the 6th affidavit
of RICHARD PERRY
_____ [name]
in this case and was made on
25 Oct 2022
_____ [dd/mmm/yyyy]

No. S218173
Vancouver Registry

In the Supreme Court of British Columbia

Between

RICHARD PERRY

Plaintiff(s)/ Petitioner
(s)/ Applicant(s)/
Appellant(s)/
Solicitor(s)/ Client(s)

and

GENERAL MOTORS OF CANADA

25OCT22 2213908 RNSA 40.00
21422 S218173
Defendant(s)/
Respondent(s)/
Solicitor(s)/ Client(s)

and

DUECK RICHMOND CHEVROLET BUICK CADILLAC GMC LTD

Defendant(s) by
Counterclaim

Defendant(s)

AFFIDAVIT

I, RICHARD PERRY of 11080 BIRD ROAD, RICHMOND, BC. V6X 1N8, CANADA
_____ [name] _____ [address]

INVENTOR, BUSINESS OWNER
_____ [occupation]

SWEAR THAT,

1 In relation to the claim S218173:

I am the Plaintiff, Richard Perry, a self-represented litigant and I testify as follows:

There is one Exhibit attached known as the 'Email of 18th August 2021 from GM ERT to Richard Perry': **EXHIBIT 1.**

This is my sixth Affidavit and comprises an email received on 18th August 2021 at 12:13 from Ms. Krystal Wannamaker of the Executive Review Team of the Defendant: General Motors of Canada.

As testified in my 5th Affidavit and as a quick recap:

The fundamental point of my claim is that the Defendants knew that my car was using oil at a rate far in excess of the industry's acceptable standard which is 0.946L in 3200kms. My car is now using 3 times that amount (approx. 1 litre per 1000kms supported by shop documentation and photos). The Defendants should have replaced my engine under warranty OR should have done something as far back as March 2020 to have wildly improved the condition of the engine to prevent the excessive consumption and rapid deterioration of the engine which is now at the point of failure. They didn't and refused to co-operate or repair the vehicle and honour the valid manufacturer's warranty.

In August this year 2022 I had to buy another car due to the mental and emotional distress of worrying that my car will catch on fire whilst driving it and I am now using the GMC Terrain just for work until it fails completely. I have now incurred double finance payments and double insurance payments due to the lawlessness of the Defendants. Their illegal trading has made my new life in Canada a complete misery.

I allege that Dueck and GM have conspired to dismiss the Special Warranty, refuse to honour it, and are trading unlawfully and fraudulently. They are doing everything they can to dismiss warranty claims due to the massive costs of the replacement engines which could bankrupt their business.

The Defendant 'Dueck' argue that there isn't any warranty held with Dueck and the complaint is against GM. However, Dueck have already testified that their role was to collect the data from the oil consumption tests which they then pass on to GM for GM to determine whether or not the oil consumption is excessive. This in turn leads to a decision of whether or not the warranty will be upheld and the engine replaced.

Without Dueck's participation, plotting and planning with GM, and agreeing on a course of action that they knew would injure me and, if Dueck's testimony that this is 'nothing to do with us' is true, then Dueck could not play any part at all and should not have carried out any oil consumption tests at all and shouldn't be carrying out any warranty work whatsoever on GM cars under GM warranty. Therefore Dueck's defence and submissions to the Court are a lie, fraudulent, and intentionally misrepresented. First conspiring with GM and now making submissions against GM to try to get themselves out of it. I allege that Dueck conspired with GM to dismiss the warranty and whilst this is yet to be determined, prior to their refusal to honour the warranty, GM did make a decision to honour the warranty based on the information from the oil consumption test data provided to them by either myself and/or Dueck.

If GM relied upon the information that I sent to them, which was the oil consumption test results and the oil consumption Test Report Sheets found in my letters to Scott Bell the GM President, then they knew that the oil consumption was excessive by looking at the Test Report Sheets that Dueck claim they didn't author. Dueck's statement is proven to be false in Dueck's own evidence and will be further proven by witness testimony of the staff that authored them. In conversations with the Executive Review Team, GM agreed to honour the warranty but only up until the point when they conspired with Dueck to find a way to dismiss the warranty. The only reasons I can think of for GM to suddenly take an about turn and dismiss the warranty is because they don't want to go to the expense of replacing the engine and that they don't want all other GMC Terrain owners making successful claims against the firm because the costs of honoring all of the warranties could bankrupt the firm. If Dueck claim it's nothing to do with them then there wouldn't be any reason for Dueck to deliberately trying to dismiss warranty claims because surely they would want extra business and warranty work !

If GM made their decision based on information provided to them by Dueck, it proves that Dueck also knew the oil consumption was excessive and that their Response to Civil Claim which they have submitted to the Court is perjured and fraudulent and is contempt of court at best. This is now actually proven in evidence by Dueck's own documentation which is in a stark contrast to what they say in their own Response to Civil Claim. Dueck testified that they collected data and passed it to GM. During my Application Notice to subpoena evidence at a hearing heard on 11th July 2022 and as found documented in my 5th Affidavit, the Defendant Dueck and their Legal Counsel DLA Piper (Natasha Liu) submitted an excel document containing details of my visits to Dueck and the oil tests recorded which proves that it was blatantly obvious that the oil consumption was excessive. Therefore Dueck knew of the excessive consumption because the document they submitted is their own document from their own records. Their document is listing the oil consumption test data that they collected themselves going back to 2020 even though they have deliberately tried to conceal and omit the 4-7 tests that Derrick Abbott performed between March 2020 to May 27th 2020. The Order of the 11th July made by Mrs Justice Fitzpatrick was that Dueck and GM are to provide me with the evidence upon which they based their decision to dismiss the warranty. Defendant Dueck and their Counsel refuse to comply with the Order and even refused to sign my draft order and provided their own to the Court. This is still with the Judge. Further to that hearing, GM (via law firm Borden Ladner Gervais LLP - Emily Pitre and Alison Foord) have submitted some information which I have not yet read. However, the email of 18th August 2021 proves that GM knew the oil consumption was excessive because it is their own email that they sent to me. This means that everything they have

submitted to the Court is also perjured and fraudulent and intentionally misrepresented. These firms are trading illegally and criminally and clearly have no apprehension or hesitation in submitting falsified and untrue evidence to a Court of Law. If GM made their decision based on information provided by Dueck they knew the oil consumption was excessive and wrote the email to me on 18th August 2021 - the basis of this Affidavit.

I have also made several suggestions to GM both prior to this claim and even during this claim that they inspect the vehicle themselves. They refused to do so. I imagine this is because they know the consumption is 'way over' the acceptable limit as found written in the notes of Service Orders written by service engineer Derrick Abbott found in previous Affidavits on Court file. It is obvious that a car should not have to consume almost 80 litres of oil in just 65,000kms and should not have thick smoke coming out of the engine oil inlet.

A copy of the email is found in Exhibit 1 of this Affidavit and was received on 18th August 2021 from the Executive Review Team of General Motors. The email is entitled " RE [External] Disclosure Request for Richard Perry's fraud complaint against General Motors".

A statement they made in their email proves that both Defendants in the claim (General Motors of Canada and Dueck Richmond) knew even before my claim was filed in September 2021 that my car was consuming oil at a rate far in excess of the 0.946L in 3200kms and fell within the scope of the warranty for the engine to be replaced.

The email known as Exhibit 1 of this Affidavit is dated 18th August 2021 which is almost a month before the claim was issued and served. The proof that both Defendants GM and Dueck knew the oil consumption was excessive (and considering they had not inspected the car) is found in the second paragraph of the email which states:

"Upon further review of the matter General Motors of Canada would be prepared to complete the repairs to the pistons and rings as outlined in the Special Coverage N192291101 for excessive engine oil consumption".

The statement is an admission of liability and guilt and proves my case. By this time I had lost many thousands of dollars. GM Carter Burnaby had told me that due to the prolonged excessive oil consumption it was likely that the entire engine would need to be replaced. They said this is because if only the pistons and rings were replaced, in a short time the top half of the engine would then fail due to the pressure from the new parts upon the old ones. I have made note of this conversation to be submitted to the Court shortly.

After my claim was issued and in an attempt to evade liability, both Defendants have submitted dozens of documents to the Court and are very well aware that their submissions are false and perjured statements made under oath and designed to prevent justice. That is a criminal offence. These are giant law firms and corporations going around breaking the law and destroying people's lives just because they refuse to give up profit they are not lawfully entitled to keep. The legal counsel representing these firms ought to be struck off for breach of their licences. Their behaviour should not be tolerated in a Court of Law as it undermines the integrity and power of the Justice System. The Defendants continue to pursue a hopeless defence and have not made any attempt to settle my claim.

It should be noted that Dueck no longer employ both members of staff involved in the authoring of the oil consumption Test Report Sheets and refuse to hand over documentary evidence that was ordered and also which I have asked for.

here it is one more time for the audience:

"Upon further review of the matter General Motors of Canada would be prepared to complete the repairs to the pistons and rings as outlined in the Special Coverage N192291101 for excessive engine oil consumption".

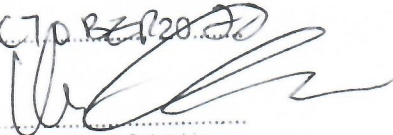
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Last Updated May 22, 2021

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SWORN (AFFIRMED) before me in the City of Vancouver in the Province of British Columbia

on this 25 day of OCTOBER 2020



A Commissioner for taking affidavits for British Columbia

O. CARION
A Commissioner for taking Affidavits
within British Columbia

RICHARD PERRY

BC DLSHOW

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This is Exhibit " 1 " referred to in the affidavit of
RICHARD PERRY
sworn (or affirmed) before me on [dd/mm/yyyy]
OCT 25 2022
[Signature]
A Commissioner for taking affidavits for British Columbia

S218173

Vancouver Registry

Between:

Richard Perry (Plaintiff)

and

General Motors of Canada (Defendant)

and

Dueck Richmond Chevrolet Buick Cadillac GMC Ltd (Defendant)

EXHIBIT 1

Email of 18th August 2021 from GM (ERT) to Richard Perry

Richard Perry

11080 Bird Road

Richmond

BC. V6X 1N8

Email: trainsdiytrains@gmail.com

Telephone: 236 862 0260

RE: [EXTERNAL] Disclosure Request for Richard Perry's fraud complaint against General Motors

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Inbox



ert@gm.com

to me

18 Aug 2021, 12:13

Dear Mr. Perry,

This email will serve in response to your further correspondences regarding your 2013 GMC Terrain.

Upon further review of the matter General Motors of Canada would be prepared to complete the repairs to the pistons and rings as outlined in the Special Coverage N192291101 for excessive engine oil consumption.

As for your request to provide information relating to other 2009-2013 Chevrolet Equinox owners, we must decline. In accordance with the General Motors Privacy Policy both proprietary and customer information is not available to you. Every case is reviewed on an individual basis and therefore the result may vary from case to case depending on the pertinent information during the review process.

With respect to your inquiry about family owned dealer groups, I have been able to confirm that the Dueck Group which contain three dealers are owned and operated by Moray Keith. We also have the Carter group of two dealers (one in Burnaby and one in North Vancouver) that are owned and operated by the Mitchell and Carter Family. Should you wish to have your vehicle service by one of the above-mentioned dealers we can certainly coordinate with the dealer of choice to have the repairs completed.

Mr. Perry, General Motors stands behind our products and we do honour our warranty obligations as outlined in the Owners Manual of our specific vehicles. Any concerns that arise outside of the terms of warranty are reviewed on a case by case basis to determine if financial assistance would be possible. However there does come a time in the ownership cycle that repairs do become the responsibility of the owner and not the manufacturer.

We thank you for taking the time to write to us with your comments. While General Motors is committed to looking after their customers within reason, we trust you will understand our position in this instance.

Sincerely,

Krysta Wannamaker
Executive Review
1-877-472-8876 ex 5912608

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