

Court File No.: 146/10

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**KEVIN NORRIS, MARILYN HOLDEN, KEVIN NOBLE,  
TOM DEAN and KATHERINE LAUER**

Plaintiffs

and

**JOHNSON CONTROLS L.P. and  
JOHNSON CONTROLS, INC.**

Defendants

**STATEMENT OF CLAIM**

**PROCEEDING UNDER** the *Class Proceedings Act*, 1992

**TO THE DEFENDANTS**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the plaintiff. The claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This

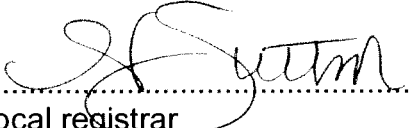
will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$10,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$100 for costs and have the costs assessed by the court.

Date April 16, 2010

Issued by

  
Local registrar

10 Louisa Street  
Orangeville, ON L9W 3P9

TO Johnson Controls L.P.  
120 'C' Line, P.O. Box 116  
Orangeville, ON L9W 2Z5  
Tel: 519.942.0990  
Fax: 519.942.0999

AND TO Johnson Controls, Inc.  
120 'C' Line, P.O. Box 116  
Orangeville, ON L9W 2Z5  
Tel: 519.942.0990  
Fax: 519.942.0999

## CLAIM

### 1. The Plaintiffs claim:

- a) a declaration that the Plaintiffs and all Class Members were wrongfully dismissed by the Defendants and entitled to reasonable notice or pay in lieu of notice, including payment for all outstanding and anticipated vacation pay, overtime, bonuses, group health and welfare benefits, pension and RRSP benefits;
- b) general damages in the amount of \$5,000,000.00 on their own behalf and on behalf of all Class Members on the basis that the Defendants have failed to provide reasonable notice to terminated employees, plus all outstanding and anticipated vacation pay, overtime, bonuses, group health and welfare benefits, pension and RRSP benefits;
- c) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. 43, as amended;
- d) costs on a substantial indemnity scale; and
- e) such further and other relief as this Honourable Court may deem just

### The Parties

2. Johnson Controls, Inc. is a company incorporated in the United States and based in Milwaukee, Wisconsin that specializes in the design and manufacture of automobile parts. Johnson Controls, Inc. wholly owns, controls and operates a manufacturing plant located at 120 C-Line Rd, in Orangeville, Ontario (the "Orangeville Plant").

3. Johnson Controls L.P. is a limited partnership based in Markham, Ontario. It is wholly owned, controlled and operated by Johnson Controls Inc. Johnson Controls L.P.

is the entity which does the accounting and other administration functions for the Orangeville Plant and is the nominal employer of the Plaintiffs.

4. Kevin Noble is 46 years old and currently lives in Orangeville, Ontario. He was hired by the Defendants on or about July 27, 1992 as a Production Technician and continues to be employed in that role. He is a non-salaried full-time employee who earns \$24.45 per hour plus overtime, vacation pay, bonus, benefits and is a member of the Defendants' Pension and RRSP top up Plan.

5. Katherine Lauer is 50 years old and currently lives in Orangeville, Ontario. She was hired by the Defendants in or around November 1987 as a Production Technician and is presently a Health and Safety Coordinator with the Defendants. She is a salaried employee whose salary is approximately \$70,000 per year plus overtime, vacation pay, benefits and is a member of the Defendants' Pension and RRSP top up Plan.

6. Marilyn Holden is 51 years old and currently lives in Orangeville, Ontario. She has approximately 20 years of service with the Defendants and was hired on or about December 3, 1990 as a Production Technician. She is presently employed as a Shift Coordinator with the Defendants and is a salaried employee whose salary is approximately \$75,000 per year plus overtime, vacation pay, benefits and is a member of the Defendants' Pension and RRSP top up Plan.

7. Tom Dean is 39 years old and currently resides in Orangeville, Ontario. He has 22 years of service with the Defendants and was hired in or around January 1989. He is presently a Team Leader with the Defendants making \$25.95 per hour plus overtime, bonus, vacation pay, benefits and is a member of the Defendants' Pension and RRSP top up Plan.

8. Kevin Norris is 46 years old and currently lives in Shelburne, Ontario. He has approximately 23 years of service with the Defendants and was hired in or around November 1987 as an electrician. He is presently a Technical Services Manager with the Defendants making approximately \$104,000 per year, an annual bonus that has historically ranged from 7% to 10%, vacation pay, benefits and is a member of the Defendants' pension and RRSP top up plan.

9. The Class Members are all persons who were employed by the Defendants at the Orangeville Plant and who were advised in or around December 2009 and January 2010 that their employment was to be terminated without cause as a result of the closure of the Orangeville Plant on or about November 19, 2010.

### **Background**

10. All of the Plaintiffs and the Class Members are presently employed at the Orangeville Plant, which manufactures auto parts.

11. In late December 2009 or early January 2010, the Plaintiffs were notified that the Orangeville Plant would be closing on November 19, 2010 (The "Notice Letters") and that details of their severance packages would be provided to them on or about April 6, 2010. The letters also provided each employee with an effective termination date.

12. All of the Plaintiffs have been provided with working notice which ends at various dates depending on the employee. Most of the employees have received working notice until November 19, 2010 - the date of the Plant closure.

13. However, some more senior managers and technicians received a working notice period beyond the date of the Plant closure.

14. On or about April 6, 2010, the Plaintiffs received individual letters which provided details outlining their severance entitlements (the "Severance Letters"). The Severance Letters appear on Johnson Controls L.P. letterhead and advise that their "employment with Johnson Controls Incorporated" would be terminated.

15. In addition to the working notice described above, the Severance letters provide the following:

- a. Approximately 1 week of pay for every year of service with the Defendants, paid after the completion of the working notice or upon the resignation of the employee;
- b. Payment of vacation accrued but not yet taken until the end of the working notice period; and
- c. Continuous coverage of some but not all group health and welfare benefits for approximately three months after the working notice period.

16. The letters advise that "in order to be eligible to receive benefits continuation" the employee is required "to confirm [their] understanding and acceptance" of the terms of the severance "in satisfaction of all claims" by signing a copy of the letter as well as a Full and Final Release.

17. The severance represents a bare minimum consisting of working notice, *Employment Standards Act* severance entitlements plus three months of some but not all group health and welfare benefits. None of the employees were given reasonable notice that their employment would be terminated based on common law norms and principles.

18. Furthermore, the Defendants have laid off the Plaintiffs and Class Members from time to time during the working notice period and will likely continue to do so. During these lay offs, the Defendants only provide one day of pay per week. The Severance Letters appear to claim credit as working notice weeks when the Plaintiffs and Class Members are laid off and do not receive full compensation. The Plaintiffs and Class Members claim that the weeks of lay off cannot be relied upon by the Defendants as proper and reasonable notice.

19. The Plaintiffs state on their own behalf and on behalf of all Class Members that the Defendants have wrongfully terminated them. The Plaintiffs claim on their own behalf and on behalf of all Class Members damages in lieu of reasonable notice, including wages or salary as the case may be, payment for all outstanding and anticipated vacation pay, overtime, bonus, benefits, pension and RRSP contributions owing during the appropriate notice period.

20. The Plaintiffs plead and rely upon the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, as amended and the *Employment Standards Act*, 2000, S.O. 2000, c. 41.

21. The Plaintiff proposes that this action be tried at the City of Orangeville.

Date of issue: April 16, 2010.

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McINTYRE & CORNISH LLP**  
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Fax: (416) 964-5895

Lawyers for the Plaintiffs

**KEVIN NORRIS, et al.**

- and -

**JOHNSON CONTROLS L.P., et al.**

Plaintiff

Defendant

Court File No. 14/6/10

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Orangeville

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**STATEMENT OF CLAIM**

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