CITATION: Little v. Tesla Motors Canada, ULC. 2025 ONSC 6695
COURT FILE NO.: CV-25-88520
MOTION HEARD: In Writing
REASONS RELEASED: 20251203

2025 ONSC 6695 (CanLII)

SUPERIOR COURT OF JUSTICE – ONTARIO

CHARLES-WILLIAM: LITTLE

Plaintiff

-and-

TESLA MOTORS CANADA, ULC

Defendant

BEFORE: ASSOCIATE JUSTICE McGRAW

COUNSEL: C. Mowat and M. Van Vliet
Email: caroline.mowat@gowlingwlg.com
- for the Defendant, Tesla Motors Canada, ULC

C. Little
Plaintiff, Self-Represented
Email: charlesinchargellc@nc.rr.com

REASONS RELEASED: December 3, 2025

Reasons For Endorsement

I. Background

[1] This is a motion in writing pursuant to Rules 2.1.01 and 2.1.02 related to three (3) requests by the Defendant Tesla Motors Canada, ULC ("Tesla") to dismiss or stay these proceedings and two (2) motions as frivolous and vexatious or otherwise an abuse of the process of the court.

[2] This action arises from the Plaintiff's purported purchase of a Tesla Cybertruck (the "Vehicle"). In his Statement of Claim issued on January 7, 2025, the Plaintiff pleads that on June 2, 2021 he preordered the Vehicle, paid a deposit and was assigned an order number. The Plaintiff further pleads that he submitted a Letter of Intent to Tesla on December 28, 2024 confirming his intention to pay for the Vehicle using a non-negotiable "lawful promissory note" governed by the *Bills of Exchange Act* (Canada) (the "Note"). The Plaintiff alleges that Tesla acknowledged the payment method and updated his order status to "paying in full" constituting an unequivocal acceptance of his proposed payment method. The Plaintiff claims that since Tesla did not explicitly reject the Note this further demonstrates acceptance by Tesla under the governing laws.

[3] The Plaintiff further pleads that on December 28, 2024 he requested the Manufacturer's

Certificate of Origin and Manufacturer's Statement of Origin as he intended to export the Vehicle immediately after purchase. The Plaintiff further alleges that Tesla acknowledged this request and requested proof of insurance which he provided. The Plaintiff claims that he arrived at Tesla's dealership in Etobicoke on December 30, 2024 to complete the purchase but that Tesla refused to do so due to his lack of a Canadian driver's license and insurance.

2025 ONSC 6695 (CanLII)

[4] The Plaintiff claims that subsequently Tesla unlawfully cancelled his order, reassigned the Vehicle Identification Number and did not refund his deposit or reimburse him for additional costs he had incurred causing him to suffer emotional distress, embarrassment and financial losses. In the Statement of Claim, the Plaintiff claims delivery of the Vehicle, or alternatively, a similar Vehicle, and damages equivalent to the Vehicle's value in the amount of $190,484.93. The Plaintiff also seeks reimbursement for certain expenses and, if Tesla does not comply, reserves the right to register a lien equal to or double the value of the Note he intended to use for payment in the amount of $380,969.86.

[5] Tesla served and filed a Notice of Intent to Defend on February 4, 2025 and a Statement of Defence on February 6, 2025. The Plaintiff attempted to file numerous requisitions to note Tesla in default and bring a motion to obtain default Judgment between January 29, 2025 and February 7, 2025. These were rejected by the court office due to various deficiencies except the last requisition which was rejected because Tesla had by then filed its Statement of Defence. The Plaintiff disputes that his requests to note Tesla in default and obtain default Judgment were deficient, submits that he complied with all Rules and alleges that the court staff denied his requests without lawful basis.

[6] In its Statement of Defence, Tesla alleges that its relationship with the Plaintiff and the purchase of the Vehicle are governed by a Motor Vehicle Order Agreement dated November 20, 2024 (the "MVO Agreement") comprised of a Vehicle Configuration, Final Price Sheet and Terms & Conditions. The Final Price Sheet provides that payment is due at delivery by certified cheque or bank draft or in advance via wire transfer. Tesla states that it prepared and scheduled the Vehicle for purchase and delivery on December 30, 2024.

[7] Tesla further pleads that on December 5 and 28, 2024 the Plaintiff advised in writing that he intended to pay with the Note. Tesla advised the Plaintiff that payment could be made by certified cheque, bank draft or wire transfer or that he would need to apply for financing and that it did not consent to payment by the Note. Tesla also pleads that the Vehicle Configuration required payment of a non-refundable deposit of $250 which was paid by a non-party and that the Terms & Conditions provide that Tesla is not liable for any incidental, special or consequential damages arising from the MVO Agreement. Tesla asserts in its submissions that the phrase "paying in full" was used to indicate the anticipated completion of payment by the Plaintiff and not the means by which payment would be made.

[8] The Plaintiff brought his first motion on February 10, 2025 (the "First Motion") requesting an "emergency hearing" to seek leave to amend the Statement of Claim to

increase his damage claim to $30,000,000 comprised of $10,000,000 for pain and suffering caused by Tesla's bad faith, breaches of contract and deceptive business practices and $20,000,000 in punitive damages to deter Tesla from engaging in future violations of contractual obligations and consumer protection laws. The Plaintiff also requests leave to amend to request an order requiring Tesla to honour a Letter of Intent he provided on or about December 28, 2024 advising of his intention to pay using the Note.

[9] On February 13, 2025, the Registrar received a request from Tesla to dismiss or stay the First Motion on the basis that it appeared on its face to be frivolous or vexatious or an abuse of process of the court (the "First Request"). On February 13, 2025, before the court could provide directions, the Plaintiff delivered submissions in response to the First Request (the "Initial Submissions").

[10] Pursuant to my Endorsement dated April 3, 2025 (the "First Endorsement"), I concluded that the First Motion reflects some frivolous and vexatious characteristics which required further consideration by the court. I directed the Registrar to give notice to the Plaintiff that the court was considering making an order under Rule 2.1 dismissing or staying the Motion (the "First Notice"). I also stayed the Motion in the interim; provided the Plaintiff with an opportunity to file supplementary written submissions responding to the First Notice; and provided Tesla with an opportunity to file responding submissions. The Registrar delivered the First Notice on April 3, 2025. When the First Endorsement was sent I had only received the First Request. Therefore, the First Endorsement only addresses the First Motion.

[11] In response to the First Endorsement, the Plaintiff filed Supplementary Submissions on April 7, 2025 (the "Supplementary Submissions"). Tesla filed its responding submissions on April 17, 2025 (the "Tesla Submissions"). The Tesla Submissions referred to two (2) additional requests under Rule 2.1 which it had filed on February 20, 2025: a request to dismiss or stay the action in its entirety (the "Second Request") and a request (the "Third Request") to dismiss or stay a second motion brought by the Plaintiff for "Judicial Notice, Emergency Hearing, Sealing Order and In-Chambers Proceedings" brought on February 18, 2025 (the "Second Motion"). I was not aware of the Second Request, the Third Request or the Second Motion until I received the Tesla Submissions.

[12] On March 26, 2025, the Plaintiff brought a third motion (the "Third Motion") seeking a timeline for the court's decision with respect to the First Request; confirmation as to whether the court is also reviewing the First Motion; confirmation as to whether the Plaintiff's fee waiver certificate for the Divisional Court would be immediately issued upon the court's decision regarding the First Request "should further escalation be required"; and the same relief he is seeking on the Second Motion.

[13] On April 30, 2025, the Plaintiff attempted to file a document brief entitled "Trust Enforcement & Security Interest Package" containing an Affidavit of Adoption and Trust Ledger Entry; Private Trust Performance and Payment Bond; Declaration of Default and Trust Settlement; Statement of Account/Ledger Notice; and Notice to Receiver General of Canada; and Bill of Exchange. On May 14, 2025, the Plaintiff attempted to file a fourth

2025 ONSC 6695 (CanLII)

motion (the "Fourth Motion") seeking an order enforcing a security interest and trust enforcement instrument and recognizing an associated Bill of Exchange in the amount of $60,000,000 and trust-based settlement as lawfully binding and enforceable in both law and equity. By Endorsement dated May 23, 2025, Skarica J. directed that the Fourth Motion should not be accepted for filing until after the court's determination on the First Request as it appeared to be in violation of the stay ordered in the First Endorsement. On May 29, 2025, the Plaintiff filed a document entitled "Expression Of Record In Response To Justice Skarica's May 23, 2025 Endorsement" in which he submits that the Fourth Motion is not stayed by the First Endorsement.

[14] On May 31, 2025, I released a second Endorsement (the "Second Endorsement") summarizing the proceedings to date and concluding that it was reasonable, appropriate and consistent with Rule 1.04(1) and proportionality to consider all three (3) of Tesla's Requests at once, particularly since the Second Request, which seeks to dismiss or stay the overall proceedings, necessarily required a consideration of all Motions including the First Motion. As set out in the Second Endorsement, I concluded that the action and other motions reflect some frivolous and vexatious characteristics which required further consideration by the court and I directed the Registrar to give notice to the Plaintiff (the "Second Notice") that the court was considering making an order dismissing or staying these proceedings, including all motions; and staying these proceedings pursuant to Rule 2.1.01(7) and section 106 of the *Courts of Justice Act* (Ontario), pending the disposition of the written hearing under Rule 2.1 or further order of the court such that no steps be taken and no further materials shall be filed with the court other than the Plaintiff's further supplementary submissions; provided the Plaintiff with 15 days to file further supplementary written submissions responding to the Second Notice. As the Tesla Submissions addressed the action and overall proceedings, Tesla was not provided with an opportunity to file supplementary submissions. The Registrar delivered the Second Notice to the Plaintiff on June 2, 2025.

[15] In response to the Second Notice, the Plaintiff filed a second set of supplementary submissions (the "Second Supplementary Submissions") on June 9, 2025.

[16] On June 16. 2025, the Plaintiff sent an email to Tesla's counsel entitled Final Commercial Demand to Settle Before Liquidation with a copy sent to the court office.

[17] On July 24, 2025, the Plaintiff attempted to file 6 additional documents with the court: a copy of a letter from The Charles William Little Express Trust (the "Trust") to the Canada Revenue Agency; a fidiuciary notice and demand from the Trust to the Ontario Superior Court of Justice demanding that the Ontario Superior Court of Justice acknowledge, settle and discharge the debt related to two (2) PPSA liens in the amounts of $60,000,0000 and $8,000,000,000; a copy of the email dated June 16, 2025 from the Plaintiff to Tesla's counsel entitled Final Commercial Demand to Settle Before Liquidation; a Court Enforced Bill of Exchange in the amount of $60,000,000 from the Trust for "immediate and judicial processing"; an affidavit of Adoption & Trust Ledger Entry sworn by the Plaintiff; and a copy of a PPSA registration confirmatons (the "July 24 Documents"). The July 24 Documents were not accepted for filing by the court office

2025 ONSC 6695 (CanLII)

given the stay of proceedings.

[18] On October 21, 2025, the Plaintiff attempted to issue a Statement of Claim commencing a second action by the Trust against Tesla and Her Majesty the King in Right Of Ontario (as represented by the Receiver General/Ministry of Finance), however, it was rejected because the fee waiver requested by the Plaintiff was not completed properly.

2025 ONSC 6695 (CanLII)

[19] The Statement of Claim for the second action (the "Second Action") was issued on November 10, 2025. In the Second Action, the Trust claims enforcement of the purported PPSA registrations in the amounts of $60,000,000 and $8,000,000,000 respectively against Tesla or alternatively, the Crown.

II. <u>The Law and Analysis</u>

Rule 2.1 Generally

[20] Rules 2.1.01 and 2.1.02 state:

> "2.1.01 (1) The court may make an order staying or dismissing a proceeding that appears on its face to be frivolous or vexatious or otherwise an abuse of the process of the court.
> (2) The court may make a determination under subrule (1) in a summary manner, subject to the procedures set out in this rule.
> (3) An order under subrule (1) may be made by the court on its own initiative or on the request of a party to the proceeding under subrule (4).
> (4) A party may seek an order under subrule (1) by serving a request in Form 2.1A on every other party and filing it with proof of service.
> …
>
> 2.1.02 (1) The court may make an order staying or dismissing a motion that appears on its face to be frivolous or vexatious or otherwise an abuse of the process of the court.
>
> (2) Subrules 2.1.01 (2) to (11), other than subrule (7), apply for the purposes of subrule (1), with the following and any other necessary modifications:
>
> 1. A reference to a proceeding shall be read as a reference to the motion.
>
> 2. A reference to the plaintiff or applicant shall be read as a reference to the moving party.
>
> (3) In making an order under subrule (1), the court may also make an order under rule 37.16 prohibiting the moving party from making further motions in the proceeding without leave."

[21] Frivolous and vexatious proceedings are those lacking a legal basis or legal merit or commenced without reasonable grounds (*Gao* v. *Ontario (Workplace Safety and Insurance Board),* 2014 ONSC 6497 (*Gao 2*) at para. 16). Rule 2.1.01 is a statutory response to the significant and longstanding problem of frivolous and vexatious proceedings which can result in substantial costs to responding parties and inefficient and inappropriate utilization of court resources (*Gao* v. *Ontario (Workplace Safety and*

Insurance Board), 2014 ONSC 6497 (*Gao 2*) at para. 16; *Gao* v. *Ontario (Workplace Safety and Insurance Board)*, 2014 ONSC 6100).

[22] Rule 2.1.01 should be interpreted and applied robustly so that the court can effectively exercise its gatekeeping function to weed out litigation that is clearly frivolous, vexatious, or an abuse of process and abusive litigants so that parties with justiciable claims can have them adjudicated (*Scaduto* v. *Law Society of Upper Canada,* 2015 ONCA 733 at paras. 8-9; *Lochner* v. *Ontario Civilian Police Commission,* 2020 ONCA 720 at paras. 21-22). Rule 2.1.01 is reserved for the clearest of cases and not all self-represented litigants are vexatious litigants and even a vexatious litigant can have a legitimate claim that should be considered by the court (*Lochner* at para. 22).

[23] The Court of Appeal summarized the development of the law under Rule 2.1 in *Scaduto* v. *Law Society of Upper Canada,* 2015 ONCA 733:

> "8 … the court has recognized that the rule should be interpreted and applied robustly so that a motion judge can effectively exercise his or her gatekeeping function to weed out litigation that is clearly frivolous, vexatious, or an abuse of process. However, the use of the rule should be limited to the clearest of cases where the abusive nature of the proceeding is apparent on the face of the pleading and there is a basis in the pleadings to support the resort to the attenuated process.
>
> 9 We fully endorse that case law and the guidance that has been provided by the motion judge in the interpretation and operation of r. 2.1. This approach is summarized in *Raji*, at paras. 8-9, as follows:
>
>> [R]ule 2.1 is not for close calls. Its availability is predicated on the abusive nature of the proceeding being apparent on the face of the pleadings themselves. No evidence is submitted on the motion... [T]here are two conditions generally required for rule 2.1 to be applied. First, the frivolous, vexatious, or abusive nature of the proceeding should be apparent on the face of the pleading as required by the rule. Second, there should generally be a basis in the pleadings to support the resort to the attenuated process of rule 2.1... This second requirement is not in the rule and is not a fixed requirement. It strikes me as a guideline that reminds the court that there are other rules available for the same subject matter and that resort to the attenuated process in rule 2.1 should be justified in each case."

[24] In *Lochner* v. *Ontario Civilian Police Commission,* 2020 ONCA 720, the Court of Appeal held as follows:

> 18 Vexatious litigants are a drain on our system of justice. In addition to being a burden on the opposing parties, they are a burden on the judiciary and court personnel. At least the judiciary has mechanisms to attempt to address the conduct of vexatious litigants, but court personnel are ill-equipped to do anything when faced with a barrage of telephone calls, emails, and other communications frequently characterized by incendiary and rude remarks. The cost and time incurred by opposing parties is

2025 ONSC 6695 (CanLII)

significant, and adverse costs awards frequently cannot be relied upon to discourage future comparable behaviour.

19 In his article, Morrisette J.A., at pp. 274-76, lists the signs of "a querulous disposition" as follows:

* the litigant is virtually always self-represented

* the litigant's attitude is characterized by marked obduracy

* persistent reiteration and amplification

* arguments are often unintelligible or highly confused

* written submissions contain much that is not legally relevant to the dispute

* the style of written submissions is quite distinctive (opaque and long written materials, faulty terminology and syntax, emphatic tone reinforced by different fonts and styles, multiple appendices and supporting documents, and the expression of a keen desire for moral vindication)

* marked lack of due diligence in the advancement of claims

* exhaustion of all rights of review, appeal, or revocation any time there is an adverse judgment

* unsustainable allegations and gratuitous complaints against members of the legal profession, and

*a cessation of proceedings only when the litigant cannot pay legal fees and costs.

20 Similarly, in *Gao v. Ontario (Workplace Safety and Insurance Board)*, 2014 ONSC 6497, 37 C.L.R. (4th) 7, at paras. 14-15, Myers J. described the characteristics typically found in vexatious litigants:

- bringing multiple proceedings to try to re-determine already determined issues

*rolling forward grounds and issues from prior proceedings

* persistent pursuit of unsuccessful appeals

*failure to pay costs awards

*bringing proceedings for a purpose other than the assertion of legitimate rights

2025 ONSC 6695 (CanLII)

> *bringing proceedings where no reasonable person would expect to obtain the relief sought, and
>
> *inappropriate submissions in both form (curious formatting, many pages, odd or irrelevant attachments, multiple methods of emphasis, numerous foot and marginal notes) and content (rambling discourse, rhetorical questions, repeated misuse of technical terms, references to self in the third person, inappropriately ingratiating statements, ultimatums, and threats).

> *Gao* was approved by this court in *Scaduto v. The Law Society of Upper Canada*, 2015 ONCA 733, 343 O.A.C. 87, at para. 9, leave to appeal refused, [2015] S.C.C.A. No. 488; *Khan v. Krylov & Company LLP,* 2017 ONCA 625, 138 O.R. (3d) 581, at para. 13; and *Rallis v. Myers*, 2019 ONCA 437, at para. 5."

2025 ONSC 6695 (CanLII)

[25] Other characteristics of frivolous and vexatious proceedings include multiple, ongoing and repeated motions and court filings; pleadings and materials characterized by repetition, reiteration and overstatement; repeated misuse of legal and technical terms and provisions; claims for relief that no reasonable person would expect to obtain including grandiose claims for damages, often in the millions; and gratuitous complaints and allegations of impropriety against counsel (*Gao 2* at paras. 15-16; *Van Sluytman* v. *Canada (Department of Justice)*, 2017 ONSC 481 at para. 6; *Lochner* at paras. 16-17; *Scaduto* v. *Law Society of Upper Canada,* 2015 ONCA 733).

[26] For the reasons that follow, I conclude that it is apparent on the face of the Statement of Claim and the Motions, and based on the parties' submissions, that this action and the Motions are frivolous, vexatious and an abuse of the court's process and that a determination may be made in writing under the summary procedure in Rule 2.1. In my view, the relief sought by the Plaintiff and the Plaintiff's ongoing multiple motions and filings are the primary characteristcs of the frivolous, vexatious and abusive nature of the claim and these proceedings and sufficient to warrant dismissal. Additional characteristics which support these conclusions include gratutious complaints about oposing counsel; ultimatiums, warnings and allegations directed towards the court; and the misuse and misapplication of legal terms and overstatement. I am also satsified that there is no legal basis or legal merit to this claim, that it was commenced without reasonable grounds and that it is just in the circumstances and consistent with the purposes of Rule 2.1 to dismiss this action so that addtional significant court resources are not expended on these proceedings. I am also satisfied that this is not a close call nor a case where Tesla should be required to avail itself of other remedies such as Rule 20 or 21.

Relief Sought

[27] The primary characteristic that these proceedings are frivolous, vexatious and abusive is the relief sought by the Plaintiff. In my view, the relief sought, particularly the Plaintiff's grandiose claims for damages in the tens of millions of dollars is that which no resaonable person would expect to obtain.

[28] As set out in the Statement of Claim and the Plaintiff's submissions, the Plaintiff claims that he has a binding contract with Tesla for the delivery of the Vehicle because Tesla acknowledged receipt of the Letter of Intent and the Note by updating his account status to "paying in full". Based on the Statement of Claim and the Plaintiff's submissions, the Plaintiff is not alleging that Tesla expressly agreed to accept the Note as a form of payment such as by signing an agreement with these terms. Rather, the Plaintiff asserts that he has a binding contract with Tesla to receive the Vehicle on these terms because Tesla updated his account status to "paying in full" which he argues constitutes unequivocal acceptance. He claims this relief notwithstanding the existence and express terms of the MVO Agreement and in the absence of Tesla's express agreement. I do not accept that the reasonable person would expect Tesla to deliver the Vehicle on this basis by unilaterally imposing these terms or for the court to grant this relief. In my view, the reasonable person would expect to pay for the Vehicle by certified cheque, bank draft or wire transfer as provided in the MVO Agreement and requested by Tesla which are standard payment methods which govern a consumer purchase of this nature or obtain financing.

[29] I also find that the Statement of Claim as pleaded does not disclose a reaonable cause of action, in particular, that there is or could be a binding contract between the Plaintiff and Tesla or requiring Tesla to deliver the Vehicle on the Plaintiff's proposed terms. The Plaintiff does not allege that Tesla explicitly agreed to accept the Note as payment but rather that Tesla changing of the payment status to "paying in full" constituted acceptance. Even accepting the facts as pleaded by the Plaintiff, I am not satisfied that there was a "meeting of the minds" such that an objective bystander would conclude that a binding contract or agreement was formed (*UBS Securities Canada Inc.* v. *Sands Brothers Canada Ltd.,* 2009 ONCA 328 at para. 47). I am not aware of any case law, nor has the Plaintiff referred me to any authority that would support the proposition that there is a binding contract entitling the Plaintiff to receive the Vehicle in these circumstances on the terms he proposes. Therefore, I conclude that the Statement of Claim does not disclose a reasonable cause of action and has no reasonable possibility of success. In addition, I also conlcude that the reasonable person would not expect to obtain the damages claimed in the Statement of Claim including the value of the Vehicle in circumstances where no funds other than a deposit were paid.

[30] The First Motion lends further support to the conclusion that these proceedings are frivolous, vexatious and an abuse of the court's process. In the First Motion the Plaintiff seeks leave to amend the Statement of Claim to add a claim for $30,000,000 in damages. This includes $10,000,000 for pain and suffering caused by Tesla's bad faith breaches of contract and decptive trade practices and $20,000,000 in punitive damages to deter Tesla from engaging in future violations of contractual obligations and consumer protection laws. This significant and extradordinary quantum of damages is far beyond what the reasonable person would expect to recover for any claim particularly one related to the consumer purchase of a vehicle. In my view, this kind of grandiose claim for damages has no air of reality and is the kind of claim which Rule 2.1 is intended to address.

[31] The Plaintiff argues that his claim for $30,000,000 in damages is not grandiose. In

2025 ONSC 6695 (CanLII)

support of his damage claim the Plaintiff cites *Whiten* v. *Pilot Insurance,* 2002 SCC 18 where the Supreme Court of Canada upheld an award of $1,000,000 in punitive damages. This case is distinguishable from the present case in numerous material respects. In *Whiten,* an insurer was found to have intentionally alleged arson to deny an insured's claim notwithstanding that its own experts and the fire chief found no evidence of arson and its adjuster recommended that it be paid. The purpose of the significant award was to remind insurers that they owe a duty of good faith to their policyholders. Accepting the facts alleged by the Plaintiff in the Statement of Claim as true, the alleged conduct in the present case is fundamentally different and does not rise to this level. Even accepting that the Plaintiff has a reasonable claim for punitive damages, he is seeking 20 times the amount which was awarded in *Whiten* on fundamentally different facts. This supports the conclusion that the damages sought in the First Motion are grandiose.

2025 ONSC 6695 (CanLII)

[32] I do not accept the Plaintiff's assertion that the fact that his request for $30,000,000 in damages is designed to "deter corporate abuse and protect the public interest" changes the grandiose and extraordinary nature of the damages claimed. Even accepting that the damages claimed are intended to have a deterrent effect or public interest component, as *Whiten* reflects, $20,000,000 in punitive damages far exceeds what is reasonable.

[33] Although the Fourth Motion and the July 24 Documents were not accepted for filing, the Plaintiff relies on them in the Second Supplementary Submissions. These include claims for amounts even more grandiose than those set out in the Statement of Claim. The Plaintiff argues that these proceedings are "founded on verified commercial instruments, trust enforcement, and unrebutted affidavits", citing a "perfected PPSA Lien (Reg.#20250429132319027926) backed by sworn affidavits, trust bonds and a Bill of Exchange in the amount of $60,000,000" which he claims is active, enforceable and accruing interest daily at an annual rate of 5%. However, there is no indication that Tesla agreed to grant security to the Plaintiff in any amount or on any terms, let alone $60,000,000. It is not clear if the Plaintiff makes this allegation. It appears that the Plaintiff has unliaterally filed a PPSA registration in the amount of $60,000,000 and attempted to create enforceable obligations against Tesla without Tesla's agreement or any other apparent legal basis. It also appears that there is a second PPSA registration in the amount of $8,000,000,000. There is no apparent basis for these extraordinary amounts and the Plaintiff attempts to enforce them notwithstanding the stay and the fact that security and trust remedies are not part of the Statement of Claim though he identifies himself as "GRANTOR & BENEFICIARY" in the body of the Statement of Claim. It appears that the Plaintiff is seeking to enforce these remedies in the Second Action through the Trust. Among other things, it is unclear how or why the Plaintiff is asserting trust remedies and the role of the Trust at the time of the purported purchase of the Vehicle as it appears that the Plaintiff was purchasing the Vehicle personally.

[34] The Plaintiff's submissions regarding the Second Motion support the frivolous and vexatious nature of the proceedings. In the Second Motion, the Plaintiff requests another "emergency hearing" to, among other reasons "protect financial & trade secrets" and "safeguard sensitive financial and trade policies that could have widespread legal implications beyond this case" submitting that the Bills of Exchange Act, Currency Act,

Gold Clause Act and Securities Act establish promissory notes as valid and enforceable financial instruments, that Tesla cannot claim exemption from laws that govern the entire national financial system and that Canada has been operating under bankruptcy conditions since 1931 and reaffirmed in 1992, meaning that Canada's "entire economic system relies on promissory notes just like the one Tesla refused to process". It is unclear how any of these submissions support or are relevant to the consumer purchase of a vehicle and how any of the relief sought could be characterized as urgent or an "emergency".

2025 ONSC 6695 (CanLII)

[35] The Plaintiff also submits that while he has filed four (4) affiavits, Tesla has not provided any evidence to demonstrate that his claim lacks merit. Therefore, the Plaintiff asserts that his evidence should be accepted as unrebutted and that it supports his claims and his positions on this motion. The Plaintiff also that "the Court has ignored this evidence, violating its duty of equity, impartiality, and truth-based adjudication."

[36] The Court of Appeal held in *Scaduto* that the focus on a Rule 2.1.01 motion is on the pleadings and the parties' submissions and that considering evidence defeats the purpose of the summary procedure:

> "11 The focus under r. 2.1 is on the pleadings and any submissions of the parties made pursuant to the rule. The role of the motion judge is to determine whether on its face, and in light of any submissions, the proceeding is frivolous, vexatious, or an abuse of process. Rule 2.1.01(3) makes this clear when it states that an order "shall be made on the basis of written submissions, if any", filed in accordance with the procedure outlined therein.
>
> 12 Rule 2.1 is designed to permit the court to dismiss frivolous or vexatious proceedings in a summary manner. Resort to evidence defeats the purpose of the rule and leads to the danger that the r. 2.1 process will itself become "a vehicle for a party who might be inclined to inflict the harms of frivolous proceedings on the opposing parties and the civil justice system": *Gao No. 1*, at para. 8."

[37] Consistent with the Court of Appeal's direction, my conclusions are based on the pleadings, the Motions and the parties' submissions. For completeness, I have also reviewed all materials filed by the Plaintiff, including his affidavits and materials which were not accepted for filing and they would not alter my conclusions on this motion. As set out above, even accepting the facts as pleaded by the Plaintiff, I conclude that there is no reasonable cause of action or chance of success.

Ongoing Multiple Filings

[38] Another characteristic of these proceedings is the Plaintiff's ongoing multiple filings and attempted filings. Excluding the Plaintiff's attempts to note Tesla in default and obtain default judmgent and his submissions on this motion, the Plaintiff has made or attempted to make at least 8 filings since the Statement of Claim was issued. This includes four (4) motions and other documentation some of which, like the Fourth Motion and the July 24 Documents, was not accepted for filing because it was contrary to the stay.

Notwithstanding the court's the orders and directions, the Plaintiff refuses to accept that the court-ordered stay prevents him from filing additional motions and materials and has argued on numerous occasions that the stay does not apply to his claim

..

[39] The Plaintiff submits that his multiple filings are a response to Tesla's "persistent procedural stonewalling" and his "efforts to exhaust all legal avenues in a system that has repeatedly obstructed his path". There is no basis to conclude that Tesla has delayed these proceedings. Tesla filed the First Request on February 13, 2025 as it was entitled to do. Tesla subsequently filed the Second Request and the Third Request in response to the Plaintiff's Second Motion and Third Motion. Other than filing the Tesla Submissions, Tesla has not taken any further steps. The process of considering this motion has been extended due to the size of the record which includes the Plaintiff's ongoing multiple filings and attempted filings.

[40] I also reject the Plaintiff's submission that he has been denied procedural fairness or penalized or disadvantaged as a self-represented litigant (*Girao* v. *Cunningham,* 2020 ONCA 260*; Pintea* v. *Johns,* 2017 SCC 23). In addition to the Initial Submissions filed by the Plaintiff before the First Endorsement was released, the Plaintiff has filed two additional sets of submissions. Further, in considering and determing this motion, the court has reviewed all of the Plaintiff's materials, including those which were not accepted for filing.

Other Characteristics

[41] While I am satisfied that the relief sought and the ongoing filings are sufficient to conclude that the current proceedings are frivolous, vexatious and an abuse of the court's process, there are additional characteristics which support this conclusion. These include gratutious complaints about oposing counsel; ultimatiums, warnings and allegations directed towards the court; and the misuse and misapplication of legal terms and overstatement.

[42] In the First Motion, the Plaintiff includes the following quote from a Google review of the law firm representing Tesla: "This law firm is as shady as shady comes. They lie, cheat, steal and do not follow the Rules." The Plaintiff submits that this reflects a pattern of unethical conduct and misconduct consistent with Tesla's actions in these proceedings. In my view, the Google review is not relevant to these proceedings and its inclusion was intended to cast counsel in a negative light. There is also no basis to conclude that Tesla's counsel has engaged in any unethical conduct or misconduct.

[43] The Plaintiff has also made ongoing, serious allegations about the court and directed ultimatums and warnings towards the court which are characteristic of frivolous and vexatious proceedings.

[44] The Plaintiff acknowledges that he has issued ultimatums, however, he claims that "the Plaintiff's language, while assertive, is directed at institutational accountability – not abuse. Where the Plaintiff has issued ultimatums, they are based on procedural deadlines

2025 ONSC 6695 (CanLII)

and rights to reply, not threats".

[45] However, the Plaintiff warns this Court in the Second Supplementary Submissions that if his action is dismissed it "may trigger" a judicial conduct review:

> "If this court now proceeds to dismiss while ignoring lawfully submitted materials, constitutionally grounded instruments, and the unrebutted evidentiary record, such conduct may trigger federal review under judicial conduct standards pursuant to section 63 of the Judges Act."

[46] The Plaintiff has also "reminded" the court about its judicial oath and requested that the court produce judicial oaths "and any judicial bond associated with his role" alleging that "Tesla has been afforded judicial advocacy while the Plaintiff has been silenced." The Plaintiff also alleges that "Now, the Plaintiff is faced not with a fair fight, but with a tilted field where the referee has put on a jersey and started blocking for the losing team."

[47] In the Supplementary Submissions, the Plaintiff alleges that in the First Endorsement the court "drifted into advocacy" and that there is "a serious appearance of bias" because Tesla did not file any evidence or cite case law and the court cited "multiple cases to justify dismissal on their behalf". The Plaintiff asserts that this has "blurred the boundary between adjudication and advoacy" asking "who is really being protected here?" The Plaintiff goes on to accuse the court of a "judicial rescue of a corporate defendant", that it has become a "shield" and that "the current posture of this proceeding reflects a troubling and constitutionally suspect pattern: the judicary, rather than adjudicating impartially, appears to have stepped in to rescue a billion-dollar corporate defendant". The Plaintiff further alleges that the court has given Tesla standing and "injected new case law, reasoning and arguments into the record that Tesla never presented" and has created a "narrative of vexatiousness from thin air".

[48] The Plaintiff also alleges that this motion suffers from a fundamental breach of fairness because a judicial officer who "unilaterally" characterized the motion under Rule 2.1 cannot impartially weigh submissions "in defence of that very same characterization". The Plaintiff also asserts that this Court is in breach of the principle of natural justice that "no one shall be a judge in their own cause" and that the motion process "has effectively devolved into a unlateral exercise in justification rather than an impartial adjudication".

[49] An initial Rule 2.1.01 request is made by serving and filing a Form 2.1A without reference to case law. The Plaintiff and Tesla have cited relevant case law in their submissions filed pursuant to the summary procedure which I have considered. It is within the court's discretion, and common practice, for the court to also consider and cite additional relevant and binding case law regardless of whether the parties have cited it. I am not aware of any authority which prevents the court from citing relevant case law irrespective of whether the parties have cited it and the Plaintiff has not referred me to any such authority.

[50] I am also not aware of any authority which prohibits or discourages the judicial officer

2025 ONSC 6695 (CanLII)

who initially reviews and provides directions on a Rule 2.1 request from also reviewing the subsequent submissions and making a determination on the motion. It is not uncommon for one judicial officer to do so, a practice which promotes efficiency consistent with Rule 1.04(1) and maximizes the use of limited judicial and court resources. The Plantiff has not referred me to any authority in this regard. This is consistent with Rule 2.1.01(3) which provides that the court can exercise its discretion to dismiss or stay an action or a motion on its own initiative even in the absence of a request by one of the parties. The purpose of the court's initial notice under Rule 2.1.01 is to provide notice that the court is considering making an order and directions for the parties to make submissions. In reviewing the parties' submissions and deciding the motion the court has no interest in the "cause" or subject matter and exercises its discretion as it does on any matter which comes before it. It is not unlike when the court is seized of a matter and deals with all motions in a proceeding on an ongoing basis.

2025 ONSC 6695 (CanLII)

[51] The Plaintiff also alleges that since the court was not provided with the Second Request, the Third Request and the Second Motion until after the First Endorsement was released this confirms that filings are being withheld or that the court is presiding without a full record. The Plaintiff further alleges that it is a "major red flag", a breach of Rule 1.04(1) and a violation of section 52 of the Constitution Act "if materials sat for two months unreviewed, that's judicial neglect or deliberate concealment". I am satisfied that the court office's delay in providing me with all of the materials was inadvertent, that there is no basis to conclude that there has been neglect or deliberate concealment and that the Plaintiff has not suffered any prejudice or unfairness as a result of this timing. The directions in the First Endorsement are limited to the First Request and the First Motion. After I was provided with the additional Requests and Motions, the Second Endorsement was released to the parties summarizing the proceedings and providing the Plaintiff with an opportunity to file the Second Supplementary Submissions. These Reasons were completed with the benefit of the full record and Tesla's request to dismiss these proceedings necessarily addresses all Motions and Requests in any event. I also cannot conclude on the record that there is any basis for the Plaintiff's allegation that the court office acted without lawful basis by refusing to process his requests to note Tesla in default or motions for default Judgment. Pursuant to standard court procedures, the Plaintiff was provided with written or verbal reasons for these rejections depending on whether he attempted to file virtually or in person and the court office recommended that he obtain legal advice.

[52] The Plaintiff's misuse and misapplication of legal terms and overstatement are also reflective of frivolous and vexatious proceedings.

[53] The Plaintiff "declares" that he appears "in proper personam sur juris as the living man and lawful Beneficiary & Authorized Agent of the CHARLES WILLIAM LITTLE EXPRESS TRUST, a private, non-statutory equitable trust." He also appears to have amended the Plaintiff in the style of cause from "Charles-William: Little" to "Charles-William: Little GRANTOR & BENEFICIARY". He also states at the end of submissions that they are "Without Recourse All Natural Inalienable Rights(s), Title(s) and Action(s) or Interests(s), Reserved Ab Initio Without Prejudice." It is not clear why the Plaintiff has

included this language, why the Plaintiff does not bring the action in his own name, what rights the Plaintiff purports to assert with this language or what obligations he may be attempting to avoid, such as costs, by using language such as “without recourse” or the meaning of the additional punctuation in his name. This language is not typical of a pleading or a party to a proceeding.

[54] The Plaintiff also incorrectly submits that this Court granted Tesla “standing” on this motion. Tesla has standing to bring this motion because it was named as a Defendant in this action.

[55] The Plaintiff alleges that Tesla’s statement in its Statement of Defence that it communicated with him on December 30, 2024 is false and misleading as the last time he communicated with Tesla was on December 28, 2024. The Plaintiff argues that “a single knowingly false statement in a sworn defence taints the entire proceeding, particularly when left uncorrected or unexplained”. In the Initial Submissions, the Plaintiff alleges that this is “evidence of perjury”. This is both incorrect and an example of overstatement. A Statement of Defence is not a sworn document or evidence. It is a pleading. Even accepting that the Plaintiff is correct about the date of the communication, it is inaccurate overstatement to characterize it as perjury which taints the entire proceeding.

[56] The Plaintiff also alleges that the court misidentified Tesla’s counsel in the Second Endorsement when a different lawyer from the same firm took over the matter and that this suggests that either the court has not reviewed or acknowledged the updated filings, or is operating from an outdated record “both of which raise serious red flags under Rule 1.04(1) and section 55 of the Judges Act” as “a court purporting to dismiss a matter must, at minimum, know who is currently representing the parties involved. This lack of basic procedural awareness further discredits the legimatcy of the endorsement and reinforces the patterns of suppressed material and judicial disconnect”. The counsel listed for Tesla in the Second Endorsement is the counsel who filed the Tesla Submissions on this motion and whose name appears on Tesla’s pleadings. This is common practice. Again, this is further evidence of overstatement by the Plaintiff and not relevant to this motion.

III. Disposition and Costs

[57] Order to go dismissing these proceedings. If the parties cannot agree on the costs of this motion, the parties may file written costs submissions with me through the Hamilton Registrar not to exceed 5 pages (excluding Costs Outlines and other attachments) in accordance with the following timetable: i.) Tesla shall file any written costs submissions or before January 15, 2026; ii.) the Plaintiff shall file any written costs submissions on or before March 31, 2026.

Released: December 3, 2025

Associate Justice McGraw

2025 ONSC 6695 (CanLII)