

NO. S177374
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JASREEN KAUR BHANGU

PLAINTIFF

AND:

HONDA CANADA INC.,
HONDA MOTOR COMPANY, LTD. and
HONDA OF AMERICA, MFG., INC.

DEFENDANTS

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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MADAM
JUSTICE IYER

) 28 APRIL 2021
)

ON THE APPLICATION of the Plaintiff, JASREEN KAUR BHANGU, coming on for hearing at the courthouse at 800 Smithe Street, Vancouver, British Columbia on January 25-29, 2021 and February 12, 2021 via MS Teams; and on hearing K.S. Garcha, Paul Sanghe and Perry Kuchar, counsel for the Plaintiff, JASREEN KAUR BHANGU, and Michael Parrish, Andrew Borrell and Jessica Campbell, counsel for the Defendants, HONDA CANADA INC., HONDA MOTOR COMPANY, LTD. and HONDA OF AMERICA, MFG, INC; and further written submissions being made by counsel for the Plaintiff on March 4 and March 30, 2021; AND UPON judgment being reserved to this date:

THIS COURT ORDERS that:

1. The Plaintiff's application to certify this proceeding as a multi-jurisdictional class proceeding pursuant the *Class Proceedings Act*, RSBC 1996, c. 50 is granted, in part.
2. "Affected Class Vehicles" are defined as the following Acura vehicles designed, developed, manufactured and/or assembled by the Defendants, and marketed, advertised,

distributed and/or sold by them in Canada equipped with the Hands Free Link (“HFL”) system:

2004-2008 Acura TL
2007-2011 Acura MDX
2007-2008 Acura RDX
2008-2011 Acura ZDX

3. The “Class” or “Class Members” are defined as all persons resident in Canada, excluding Quebec who own, owned, lease or leased an Affected Class Vehicle who claim to have suffered damages as a result of a defective HFL system that drains power from the battery when the vehicle’s ignition is off, excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges, and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding.
4. The following common issues are certified:
 - (a) When they left the Defendants’ control and were placed into the Canadian stream of commerce, did the Affected Class Vehicles contain a defective HFL system causing elevated or parasitic battery drain when the vehicle is turned off, either in design or manufacture?
 - (b) Did the defective HFL system in the Affected Class Vehicles pose an unreasonable risk of harm to intended users of such vehicles?
 - (c) If so, when did the Defendants know or ought to have known of that unreasonable risk of harm?
 - (d) Did the Defendants owe a duty of care to the Plaintiff and the Class Members?
 - (e) Did the Defendants breach the standard of care in designing, developing, manufacturing, assembling, marketing, distributing and/or selling Affected Class Vehicles with a defective HFL system?
 - (f) Did the Defendants breach the standard of care in failing to warn, remedy, repair the defective HFL system in the Affected Class Vehicles?
 - (g) Were the purchases or leases of the Affected Class Vehicles “consumer transactions” as defined in the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“BPCPA”), and equivalent consumer protection legislation in each province and/or territory, excluding Quebec?
 - (h) Were the Defendants “suppliers” to consumer transactions, as defined in the BPCPA, and equivalent consumer protection legislation in each province and/or territory, excluding Quebec?

- (i) Did the Defendants engage in deceptive acts or practices, within the meaning of section 4 of the BPCPA, and equivalent consumer protection legislation in each province and/or territory, excluding Quebec, by:
 - (i) making false, misleading and/or deceptive representations regarding the HFL system in the Affected Class Vehicles?
 - (ii) failing to disclose and/or concealing the defective HFL system in the Affected Class Vehicles to the Plaintiff and the Class Members?
 - (j) If so, are the Class Members entitled to remedies under sections 171 and 172 of the BPCPA?
 - (k) Can the amount of damages payable by the Defendants be determined on an aggregate basis and, if so, in what amount?
5. Leave is granted to the Plaintiff to amend the Further Amended Notice of Civil Claim to plead the material facts necessary to disclose the consumer protection causes of action.
6. Leave is granted to the Plaintiff to apply for substitution of an appropriate representative plaintiff.

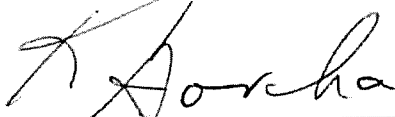
BY THE COURT

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Iyer, J

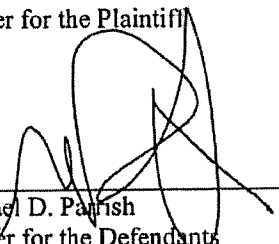
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REGISTRAR

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



K.S. Garcha
Lawyer for the Plaintiff



Michael D. Parrish
Lawyer for the Defendants

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