



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) 7TH day of DECEMBER, 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 November 15 and 16, 2021 via MS Teams; and on hearing K.S. Garcha and Paul Sanghe, counsel for the Plaintiff, JASREEN KAUR BHANGU, and Michael Parrish, Jessica Campbell, and Paige Mueller (articled student), counsel for the Defendants HONDA CANADA INC., HONDA MOTOR COMPANY, LTD. and HONDA OF AMERICA, MFG., INC; AND UPON judgment being reserved to this date:

THIS COURT ORDERS that:

1. The proposed Third Amended Notice of Civil Claim (“TANOCC”) shall be further amended as follows:
 - (a) The first sentence of each of paragraphs 10, 11, 12 and 30 of Part 1 of the TANOCC is struck;

- (b) The second sentence of paragraph 27 of Part 1 of the TANOCC is struck;
- (c) The reference to Mr. Gill's father in the third sentence of paragraph 32 of Part 1 of the TANOCC is struck;
- (d) The phrase, "and are consequently liable to the Plaintiffs and Class Members for damages" is struck from paragraph (c) of Part 2 of the TANOCC;
- (e) The phrase "general damages" in paragraph (g) of Part 2 of the TANOCC is struck and replaced with "damages";
- (f) Paragraph 7 of Part 3 of the TANOCC is amended to strike both the period after "consumer transaction" in line four and "Privity of contract is not required between a supplier and consumer including" and to substitute, "whether or not privity of contract exists between that person and the consumer, and includes";
- (g) In Part 3 of the TANOCC, Paragraphs 9(f); 12(c); 18; 35(f); 38(c); 44; 61(f); 64(c); 70; 87(f); 90(c); 96; 124; 142(c), (f) and (h); 145; 152-179; and 180-206 are struck.
- (h) The following phrases are struck from the following paragraphs of Part 3 of the TANOCC:
 - (i) Paragraph 26: "an injunction under section 172(1)(b) of the *BPCPA* to restrain such conduct";
 - (ii) Paragraph 52: "and an injunction under section 13(2)(e) of the Alberta CPA to restrain such conduct";
 - (iii) Paragraph 78: "and/or an injunction restraining the Defendants HMC, HAM, and/or HCI, from continuing the unfair practices pursuant to sections 93(1)(a), (b) and (c) of the Saskatchewan *CPBPA*"; and
 - (iv) Paragraph 104: "and an injunction under section 23(2)(c) of the Manitoba *BPA* to restrain such conduct";

2. The Plaintiff's application to appoint Har Preet Kaur Dhillon and Mathew Alexander as representative plaintiffs is dismissed.
3. Rajveer Singh Gill is appointed as a representative plaintiff.
4. The Plaintiff is granted leave to amend Part 1 of the TANOCC to plead material facts relating to the agency claim and to delete those material facts from Part 3.
5. The Plaintiff shall further amend the TANOCC to fully comply with the Order of Justice Iyer made April 28, 2021 in this Action before the matter comes before the Court again.
6. The Plaintiff may apply to certify additional common issues and/or modify existing common issues.

BY THE COURT

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:



Signature of K.S. Garcha,
Lawyer for the Plaintiff



Signature of Michael Parrish,
Lawyer for the Defendants