



Court File No. **VLC-S-S-260363**  
NO.  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:



PLAINTIFF

AND:

HONDA MOTOR COMPANY, LTD.,  
HONDA CANADA INC., and  
HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC

DEFENDANTS

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

**NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL** to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

**Part 1: STATEMENT OF FACTS**

**A. Nature of Claim**

1. The within proposed multi-jurisdictional automotive defect class proceeding involves certain model and model year Honda- and Acura-brand vehicles equipped with the Auto Idle-Stop (“AIS”) feature, which automatically shuts a vehicle’s engine off when the vehicle is stationary with the brake applied, defined below as the “Affected Class Vehicles,” engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased, and/or sold by the Defendants, HONDA MOTOR COMPANY, LTD. (“HMC”), HONDA CANADA INC. (“HCI”), and HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC (“HDMA”), in Canada, including the Province of British Columbia. In particular, the Affected Class Vehicles are equipped with a starter system that is incapable of consistently and reliably overcoming engine rotational and mechanical resistance, which can prevent the vehicle from automatically restarting after coming to a complete stop at a traffic light or road intersection while AIS is engaged (the “Idle Stop Defect”), thereby posing a real, substantial, and imminent risk of harm and/or injury to vehicle occupants and other users of the road.

2. The Idle Stop Defect arises from design deficiencies in the starter system, including one or more of the following conditions: (i) insufficient electrical current supplied by the battery

to the electrical starter to initiate combustion during an AIS restart event; and/or (ii) a electrical starter that is underpowered such that it lacks sufficient torque to reliably provide the rotational energy required to restart the engine under AIS operating conditions.

3. “**Affected Class Vehicles**” include, but are not limited to, the following model-year Honda- and Acura-brand vehicles originally equipped with an underpowered electrical starter and for which a free warranty replacement with an adequate electrical starter has not been provided:

<b>ACURA</b>	
<b>MODEL</b>	<b>MODEL YEAR</b>
MDX	2016-2020
TLX	2015-2020
<b>HONDA</b>	
<b>MODEL</b>	<b>MODEL YEAR</b>
Odyssey	2018-2021
Passport	2019-2021
Pilot	2016-2021
Ridgeline	2020-2021

The Plaintiff reserves the right to add additional vehicles to the definition of Affected Class Vehicles.

4. The AIS system is designed to automatically restart the engine when the driver releases the brake pedal, turns the steering wheel, or depresses the accelerator pedal. AIS is intended to improve fuel efficiency and reduce emissions by conserving fuel that would otherwise be consumed while the engine is idling.

5. In the Affected Class Vehicles, AIS cannot be permanently disabled by the driver.

6. At all material times to cause of action herein, the Defendants, HMC, HCI and/or HDMA, had exclusive knowledge and possession of material facts concerning the Idle Stop Defect, which were not known and could not have been reasonably discovered by the Plaintiff or putative class members prior to purchase and/or lease. In these circumstances, the Defendants, HMC, HCI and/or HDMA, had an affirmative duty to disclose the existence and nature of the Idle Stop Defect at the point of sale and/or lease of the Affected Class Vehicles, which they failed to do.

7. The Defendants, HMC, HCI and/or HDMA, knew, or ought to have known, since at least 2015, if not earlier, of the Idle Stop Defect and the associated risk of AIS no-start, based on, among other things, pre-production design and validation testing, post-sale warranty data, dealer repair records, consumer complaints lodged with American and Canadian government vehicle safety regulators, including the United States National Highway Traffic Safety Administration (“NHTSA”) and Transport Canada, and internal engineering analyses available to reasonably prudent vehicle manufacturers.

8. After being confronted with an avalanche of consumer complaints concerning the Idle Stop Defect, beginning in or around 2022, the Defendants, HMC, HCI and/or HDMA, issued multiple Service Bulletins (“SBs”) admitting and purporting to address the Idle Stop Defect by offering limited, conditional repairs under an extended warranty. These SBs prescribe a purported two-stage countermeasure that has failed to adequately remedy the Idle Stop Defect.

9. The first stage consists of a **software update** that alters the AIS operating parameters to cause the system to engage less frequently and modifies the initial fuel-injection sequence by delaying the first fuel injection event until the third cylinder reaches top dead center. If this software update proves unsuccessful, the second stage consists of **mechanical repairs**, including valve adjustment and the replacement of the electrical starter and electrical relays. However, these mechanical repairs are made available only if an AIS no-start event is “verified” by an authorized Honda or Acura dealership.

10. Despite these countermeasures, Affected Class Vehicles continue to experience AIS no-start events.

11. The Defendants’, HMC’s, HCI’s and/or HDMA’s, extension of warranty coverage purportedly addressing the Idle Stop Defect is arbitrary and/or deceptive, as the eligibility for coverage is contingent upon an authorized Honda or Acura dealership’s ability to assess and confirm the existence of the defect, notwithstanding that the Idle Stop Defect is intermittent, difficult to replicate, and typically presents without warning indicators or diagnostic trouble codes (“DTCs”). As a result, many Affected Class Vehicles are denied coverage or effective repair, including a replacement electrical starter, despite experiencing the Idle Stop Defect.

12. Despite their knowledge of the Idle Stop Defect, the Defendants, HMC, HCI and/or HDMA, failed to implement an adequate repair or to issue a recall. The Defendants', HMC's, HCI's and/or HDMA's, prescribed countermeasures—including software updates, electrical component replacements, and valve or camshaft timing adjustments—have not adequately remedied the Idle Stop Defect, and Affected Class Vehicles continue to experience AIS no-start events after such countermeasures have been performed.

13. As a direct and proximate result of the Defendants', HMC's, HCI's, and/or HDMA's unfair, misleading, deceptive, and/or fraudulent business practices in failing to disclose the Idle Stop Defect, the Plaintiff and putative class members have suffered and continue to suffer loss and damage, including that they: (i) overpaid for the Affected Class Vehicles, either through higher purchase prices and/or lease payments, because the vehicles are non-merchantable and not fit for their ordinary purpose due to the Idle Stop Defect; (ii) overpaid for the Affected Class Vehicles because the Idle Stop Defect significantly diminishes their value; (iii) own and/or lease Affected Class Vehicles that are unsafe, unreliable, and dangerous in their operation; (iv) own and/or lease Affected Class Vehicles with significantly reduced resale value; and/or (v) have incurred, and will continue to incur, out-of-pocket expenses for inspection, diagnosis, repair, and replacement of components associated with the Idle Stop Defect, including replacement of the electrical starter with properly functioning one, which replacement should not have been required during the expected useful life of the Affected Class Vehicles.

14. The Plaintiff and putative class members have purchased and/or leased Affected Class Vehicles that they would not have otherwise purchased and/or leased, or would have paid less for, had they known of the Idle Stop Defect at the point of sale and/or lease. The Plaintiff and putative class members have consequently suffered ascertainable losses and actual damages as a result of the Defendants' unlawful conduct.

15. In engineering, designing, developing, manufacturing, assembling, testing, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles, the Defendants, HMC, HCI and/or HDMA, have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached their express warranties.

16. No reasonable consumer would have purchased and/or leased an Affected Class

Vehicle had the Defendants, HMC, HCI and/or HDMA, made full and complete disclosure of the Idle Stop Defect or would have paid a lesser price.

17. The Plaintiff and putative class members expected that the Defendants, HMC, HCI and/or HDMA, would disclose, and not actively conceal, material facts about the existence of any defect that will result in expensive and non-ordinary repairs, such as the replacement of the electrical starter. The Defendants, HMC, HCI and/or HDMA, failed to do so.

18. The Plaintiff seeks relief on behalf of all owners and/or lessees of the Affected Class Vehicles with the Idle Stop Defect, including, without limitation, damages; declaratory and injunctive relief; repair or replacement pursuant to applicable provincial consumer protection legislation; damages for breach of express warranty and breach of implied conditions of merchantable quality and fitness for purpose; relief for breaches of applicable competition legislation; and reimbursement of all costs and expenses incurred in connection with diagnosing and repairing the AIS equipped in the Affected Class Vehicles.

## **B. The Parties**

### **i. The Representative Plaintiff**

19. The Plaintiff [REDACTED] has an address c/o 210-4603 Kingsway, Burnaby, British Columbia, V5H 4M4, Canada.

20. In 2017, the Plaintiff purchased a new 2017 Honda Pilot (“**Pilot**”) from an authorized Honda dealership for approximately \$60,000.00, exclusive of fees and taxes, primarily for personal, family, or household purposes, and not for resale or business purposes.

21. In purchasing the Pilot, the Plaintiff relied on brochures and the Defendants’, HMC’s, HCI’s and/or HDMA’s, website, which touted the features of the Pilot, including AIS and its associated fuel economy and environmental benefits.

22. The Pilot is equipped with the Original Equipment Manufacturer (“**OEM**”) 12-volt battery.

23. On numerous occasions, the Plaintiff experienced a AIS no-start condition after the

Pilot automatically turned off while at a complete stop at an intersection.

24. On these occasions, the Pilot failed to restart when the Plaintiff released the brake pedal, turned the steering wheel, or depressed the accelerator.

25. The Plaintiff was only able to restart the Pilot after placing it in Park and repeatedly pressing the push-button ignition.

26. On at least one occasion, the Plaintiff experienced an abnormally harsh AIS restart, accompanied by a loud bang.

27. In 2024, the Plaintiff brought the Pilot to an authorized Honda dealership and reported AIS restart issues. The dealership performed only a software update and did not replace the electrical starter.

28. As a result of the Idle Stop Defect and the potential for intermittent starting issues, the Plaintiff has lost confidence in his Pilot to provide safe and reliable transportation. He expected his Pilot to be of good and merchantable quality and free of defects. He had no reason to know, nor was he aware, that AIS would fail to operate as advertised, comply with the Defendants', HMC's, HCI's and/or HDMA's, representations regarding fuel economy and emissions performance of the Pilot, or pose a real, substantial, and imminent risk of harm from AIS no-start condition.

29. The Defendants, HMC, HCI and/or HDMA, failed to disclose the Idle Stop Defect to consumers, including the Plaintiff and putative class members. As a result, the Plaintiff purchased the Pilot under the reasonable but mistaken belief that it was safe, reliable, and durable. He would not have purchased the Pilot, or would have paid significantly less, had he known of the Idle Stop Defect and the associated risks of harm to himself, vehicle occupants, or others on the road.

30. At all material times to the cause of action herein, the Plaintiff has used and maintained his Pilot in a manner consistent with reasonable expectations of vehicle ownership.

31. The Plaintiff has suffered a concrete and ascertainable loss as a direct and proximate result of the Defendants', HMC's, HCI's and/or HDMA's, misconduct in that Plaintiff overpaid for his Pilot at the time of purchase, and the value of his Pilot has been diminished as a result of

the Idle Stop Defect.

**ii. The Defendants**

32. The Defendant, HMC, is a company duly incorporated pursuant to the laws of Japan and has an address for service at Toranomom Alcea Tower, 2-2-3 Toranomom, Minato-ku, Tokyo 105-8404 Japan.

33. The Defendant, HCI, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0055194, and has an attorney, LML & S Services Inc., at 1500 Royal Centre, P.O. Box 11117, 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7, Canada.

34. The Defendant, HDMA, is a company duly incorporated pursuant to the laws of the State of Ohio, one of the United States of America, and has a registered agent, Corporation Service Company, at 1160 Dublin Road, Suite 400, Columbus, Ohio, 43215, United States of America. Up until April 1, 2021, the Defendant, HDMA, operated under the business name of “Honda of America Mfg., Inc”.

35. The Defendant, HMC, is a global conglomerate manufacturer of automobiles, motorcycles and battery-powered equipment.

36. At all material times to the cause of action herein, the Defendant, HMC, engineers, designs, develops, manufactures, assembles, markets, advertises, distributes, supplies, leases and/or sells the Affected Class Vehicles, as averred to in paragraph three herein, through its related subsidiaries, affiliates, agents, operating and/or organizational units, including the Defendants, HCI and HDMA, independent retail dealers and authorized dealerships in North America, including the Province of British Columbia.

37. At all material times to the cause of action herein, the Defendant, HCI, was, and is, a wholly owned North American subsidiary of the Defendant, HMC, and engineers, designs, develops, manufactures, assembles, markets, advertises, distributes, supplies, leases and/or sells Honda- and Acura-brand vehicles, including the Affected Class Vehicles, as averred to in paragraph three herein, for distribution and/or sale in Canada, including the Province of British

Columbia.

38. At all material times to the cause of action herein, the Defendant, HDMA, was, and is, a wholly owned North American subsidiary of the Defendant, HMC; and engineers, designs, develops, manufactures, assembles, markets, advertises, distributes, supplies, leases and/or sells Honda- and Acura-brand vehicles, including certain Affected Class Vehicles, as averred to in paragraph three herein, for distribution and/or sale in the United States of America and Canada, including the Province of British Columbia.

39. At all material times to the cause of action herein, the Defendant, HMC, exercises direct and/or indirect control and ownership over the Defendants, HCI and HDMA, including, *inter alia*, management policies, information governance policies, pricing, repair and/or warranty terms.

40. At all material times to the cause of action herein, the Defendants, HCI, HMC and HDMA, shared the common purpose of, *inter alia*, engineering, designing, developing, manufacturing, assembling, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles with the Idle Stop Defect, averred to herein, in Canada. Further, the business and interests of the Defendants, HCI, HMC and/or HDMA, are inextricably interwoven with that of the other as to the Idle Stop Defect in the Affected Class Vehicles such that each is the agent or alter ego of the other.

41. Hereinafter, the Defendants, HMC, HCI and HDMA, are collectively, and/or interchangeably, referred to as the “**Defendant, Honda**” or “**Defendants**”, unless otherwise referred to individually.

### **C. The Class**

42. This action is brought on behalf of members of a class consisting of the Plaintiff, and all other persons or entities resident in Canada, who own, owned, lease and/or leased any one or more of the Affected Class Vehicles (“**Class**” or “**Class Members**”), 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, or such other class definition or class period as the Court may ultimately decide on the application for certification.

## **D. Factual Allegations**

### **i. AIS system**

43. In Honda- and Acura-brand vehicles, AIS is a fuel-saving and emissions-reduction feature that automatically shuts off the engine when the vehicle comes to a complete stop, such as at a traffic light or in traffic, and is designed to automatically restart the engine when the driver releases the brake pedal or otherwise signals an intent to move by turning the steering wheel, or slightly depressing the accelerator pedal.

44. AIS is a software-controlled system that relies on precise coordination between the vehicle's battery, electrical starter, and electronic control modules to automatically restart the engine without driver intervention.

45. AIS places repeated strain on a vehicle's starter system due to the frequent start-stop cycles over the life of the vehicle. As a result, components of the starter system, including the battery and electrical starter, are subject to above-normal degradation from wear and heat, which can reduce the starter system's output and torque over time.

46. The starter system in an AIS-equipped vehicle must maintain sufficient operational margin to provide the minimum torque required to restart the engine even after accounting for degradation from repeated AIS operation.

### **ii. The Idle Stop Defect in the Affected Class Vehicles**

47. All Affected Class Vehicles are substantially similar or identical with respect to the AIS system and its component parts. They share the same powertrain configuration: a 3.5-litre V6 engine paired with a 9-speed automatic transmission, except for the Honda Odyssey, which is coupled with a 10-speed automatic transmission. All Affected Class Vehicles are equipped with the same specification battery and electrical starter.

48. AIS is automatically activated whenever an Affected Class Vehicle is started. It is not an optional feature that Class Members choose to activate; rather, it is enabled by default each time the vehicle is turned on.

49. Although AIS can be temporarily deactivated by the driver, the AIS system

automatically reactivates with each ignition cycle, requiring manual deactivation upon every use.

50. In the Affected Class Vehicles, torque resistance from the engine exceeds the available torque from the starter system; in other words, the starter and battery are only minimally sufficient to meet the demands of AIS and to restart the engine.

51. The Idle Stop Defect arises from deficiencies in the starter system of the Affected Class Vehicles, including one or more of the following conditions: (i) insufficient electrical current supplied by the battery to the electrical starter to initiate combustion during an AIS restart event; and/or (ii) a electrical starter that lacks sufficient torque to reliably provide the rotational energy required to restart the engine under AIS operating conditions.

52. The Affected Class Vehicles are equipped with an electrical starter, model A52, that is defective in design, barely adequate under ideal conditions, and fails to account for aggravating factors such as age, wear, heat, and engine preignition, all of which increase torque demand. As a result, the electrical starter in the Affected Class Vehicles is inherently susceptible to failure during AIS operation.

53. In particular, the electrical starter is further inadequate due to the following design defects: (i) the copper windings increase resistance when heated, reducing current flow; (ii) the starter is prone to degradation from age, wear, and heat, which naturally occur over the life of the vehicle due to the frequent start-stop cycles caused by AIS operation; and (iii) the internal gear ratio is insufficient to provide the torque necessary for reliable restarts.

54. The Affected Class Vehicles are equipped with a battery that is only minimally adequate for operation of the AIS system when new and lacks sufficient reserve capacity to compensate for voltage and current reduction caused by battery degradation over time resulting from frequent AIS restart cycles.

55. Further, to improve fuel efficiency, the vehicles use a software algorithm to minimize battery charging. Unlike systems with an electronic voltage regulator that maintain a constant charge while the engine runs, the battery in the Affected Class Vehicles charges intermittently, leaving it undercharged during normal operation.

56. Any degradation of the battery due to ordinary and expected factors such as age, heat or repeated use causes the battery output to drop below minimum requirements for successful engine startup.

57. Without sufficient design margin, even minor degradation of the battery or starter due to age, wear, or heat can cause failed engine starts in the Affected Class Vehicles. As a result, AIS no-starts occur unpredictably and intermittently, often leaving no DTCs. These failures may temporarily be resolved after cycling the ignition or shifting into Park, often not restarting for minutes and sometimes requiring to be jump started, but the underlying Idle Stop Defect remains.

**iii. The Defendants' knowledge of the Idle Stop Defect**

58. As early as 2015, the Defendants knew, or ought to have known, of the Idle Stop Defect, based on, *inter alia*, the following sources:

**(a) Pre-release design, manufacture, and testing data**

59. During the pre-release process of designing, engineering, manufacturing, and testing the Affected Class Vehicles, the Defendants acquired comprehensive and exclusive knowledge regarding the AIS system, including the fundamental engineering principles underlying its software and hardware components, and the conditions and uses the AIS system would encounter in ordinary operation.

60. An adequate pre-release analysis of the design, engineering, and manufacture of AIS system would have revealed to the Defendants that it was defective and prone to failure under normal driving conditions.

61. The Defendants knew, or ought to have known, about the Idle Stop Defect from the pre-release design, engineering, manufacturing, and testing of the Affected Class Vehicles. The Defendants and their suppliers perform pre-release design, testing, and validation of all parts, components, systems, and features, including through Production Part Approval Process, Failure Mode and Effects Analysis (FMEA), Design FMEA, Machinery FMEA, Design Verification Plans and Reports, and other tests, particularly on AIS hardware and software components under different driving conditions.

62. For example, FMEA testing evaluates methods or modes by which a component or system might fail, examining the materials, assembly, and use conditions of each part. FMEA testing for AIS would assess how the software, valves, starter, battery, and other components could fail, the likelihood of such failure under different conditions, and the probability of each condition occurring. Properly performed, such testing would have revealed the susceptibility of the Affected Class Vehicles to the Idle Stop Defect.

63. The Defendants also conduct field testing at proving grounds in California and Ohio, United States. Given the early onset and frequency of the Idle Stop Defect, such pre-release testing would have revealed the Idle Stop Defect.

64. During these pre-release phases, the Defendants gained comprehensive and exclusive knowledge about the AIS and its components, including the software, system integration, and field performance. Despite this knowledge, the Defendants installed the AIS system in the Affected Class Vehicles and marketed, sold and/or leased them without disclosing the safety risks to Class Members.

65. The Defendants further knew of the Idle Stop Defect from warranty data. The Defendants track diagnoses and repairs reported by dealership technicians in a centralized database, monitor repair trends, and review these trends through engineering and management meetings.

66. Based on the voluminous count of early warranty complaints likely submitted to the Defendants and other sources, the Defendants identified a problem and developed countermeasures. The Defendants likely knew of the Idle Stop Defect well before issuing the SBs, as such measures require an accumulation of knowledge and engineering analysis to develop.

67. Despite this knowledge, the Defendants failed to disclose and actively concealed the Idle Stop Defect. The Defendants obscure cryptic SBs and service messages instructing dealerships to perform one or more countermeasures, but they did not disclose the underlying cause of the Idle Stop Defect, even when customers presented Affected Class Vehicles for repair.

68. A reasonably prudent vehicle manufacturer would have conducted the tests described above, or a substantially similar battery of tests, to ensure that the components of the starter system

in vehicles equipped with AIS were properly designed and manufactured. As a result, the Defendants knew, or ought to have known, of the Idle Stop Defect, but nonetheless chose to sell or lease the Affected Class Vehicles.

**(b) The Defendants’ SBs and other communications**

69. In or around October 2017, after receiving reports of engine no-restart events associated with AIS, the Defendants issued an internal service communication referred to as the “Write-Up Article,” which was distributed to authorized Honda and Acura dealerships.

70. In that communication, the Defendants directed dealership personnel to “encourage” customers experiencing AIS concerns to review the Owner’s Manual to better understand the operation of the AIS system, rather than identifying or repairing any underlying defect thereof.

71. The Write-Up Article further acknowledged that the battery’s state of charge affects AIS operation, thereby confirming the Defendants’ awareness that the AIS system was sensitive to battery condition and prone to malfunction under ordinary operating circumstances.

72. As early as 2022, the Defendants sent out various SBs to their authorized dealers, advising service technicians about an issue with the AIS as follows:

<b>ACURA</b>			
<b>SB</b>	<b>Release Date (Latest Update Date, if applicable)</b>	<b>Model Year and Model</b>	<b>Remedy</b>
22-008	March 30, 2022 (April 8, 2022)	2015-2020 TLX	Programmed Fuel Injection (“ <b>PGM-Fi</b> ”) Software Update
22-009	March 30, 2022 (July 7, 2025)	2015-2020 TLX	Valve adjustment and then starter replacement
23-001	January 6, 2023 (November 10, 2023)	2016-2020; 2022-2023 MDX	PGM-Fi Software update
23-002	January 6, 2023 (July 7, 2025)	2016-2020 MDX	Valve adjustment and then starter replacement
23-011	July 28, 2023	2022-2023 MDX	PGM-Fi Software update

<b>HONDA</b>			
<b>SB</b>	<b>Release Date (Latest Update, if applicable)</b>	<b>Model Year and Model</b>	<b>Remedy</b>
23-008	January 6, 2023 (November 10, 2023)	2018-2023 Odyssey; 2019-2022 Passport; 2016-2022 Pilot; 2020-2023 Ridgeline	PGM-Fi Software update
23-009	January 6, 2023 (July 7, 2025)	2019-2021 Passport; 2016-2021 Pilot; 2020-2021 Ridgeline	Valve adjustment and then starter replacement
23-010	January 6, 2023	2021-2022 Passport; 2021-2022 Pilot; 2021-2023 Ridgeline	Valve adjustment
23-027	July 26, 2023	2018-2023 Odyssey	PGM-Fi Software update

**(c) Class Member complaints to the Defendants, government vehicle safety regulators and on online forums**

73. The Defendants also knew, or ought to have known, about the Idle Stop Defect because numerous consumers complained directly to the Defendants about the symptoms arising from the AIS no-start condition. The large number of complaints, and the consistency of their descriptions of the Idle Stop Defect alerted, or ought to have alerted, the Defendants to this serious defect, which affects a wide range of vehicles.

74. In addition, numerous complaints were submitted by the Class Members to government vehicle safety regulators, including NHTSA and Transport Canada, which alerted, or ought to have alerted, the Defendants of the Idle Stop Defect.

75. Beyond complaints made directly to the Defendants and those collected by the NHTSA and/or Transport Canada, many owners and/or lessees of Affected Class Vehicles posted complaints about the Idle Stop Defect on public online forums, further providing notice to the Defendants of the widespread nature and severity of the defect.

**iv. Inadequate countermeasures**

76. The Defendants' mitigation efforts in response to the Idle Stop Defect were aimed at reducing the torque load placed on the electrical starter during engine restart events in order to mitigate the AIS no-start condition.

77. These countermeasures involved a systematic attempt to reduce torque demand from various AIS-related engine components while attempting to enhance the torque output of the starter system.

78. The Defendants implemented a two-stage countermeasure consisting of: (i) software updates to the Affected Class Vehicles' PGM-Fi system, which controls the engine control unit; and, if that countermeasure failed, (ii) mechanical repairs, including valve lifter clearance adjustment and replacement of the electrical starter motor and associated electrical relays.

79. The Defendants extended the warranty period to cover the application of these countermeasures.

80. Owners and/or lessees of Honda Odyssey vehicles were provided with only the first-stage countermeasure software update and were not offered the second-stage countermeasure mechanical repairs.

*PGM-Fi Software Update*

81. The Defendants modified the PGM-Fi software in two material ways. First, the Defendants altered the operating parameters of the AIS system by lowering the threshold criteria at which AIS is disabled when battery degradation is detected. As a result, AIS is disabled unless the battery is in near-optimal condition, causing AIS to become unavailable, or operate less frequently, significantly earlier in the battery's life than as originally designed, manufactured, marketed, and sold.

82. Second, the software update modified the timing of the initial fuel injection event by postponing injection until the third cylinder top dead center, allowing additional engine rotational inertia to develop and assisting the starter motor in overcoming compression during restart.

83. This software countermeasure was inadequate as it deprived Class Members of the full AIS functionality as advertised and failed to overcome the engine's high torque resistance, thereby failing to remedy the Idle Stop Defect.

Mechanical Repairs

84. If the software countermeasure failed, the Defendants prescribed mechanical interventions, including adjustment of valve lifter clearances to reduce engine torque load and replacement of the inadequate electrical starter, model A52, with a newly designed starter introduced in or around 2021, model A53, which provided a broader torque range through revised internal gear ratios.

85. The redesigned electrical starter increased the available torque margin, allowing the electrical starter to reliably overcome engine rotational and mechanical resistance even after degradation from heat, wear, and repeated start-stop cycles associated with normal AIS operation.

86. This second-stage countermeasure was not made readily available to Class Members, as the Defendants required the Idle Stop Defect to be present and verified by an authorized Honda or Acura dealership before approving installation of the redesigned starter.

87. The AIS no-start condition is intermittent and unpredictable, and it is not possible for a technician to induce the condition on demand. Given the limited time allocated for diagnostic testing and test drives, it is unlikely that dealership technicians could duplicate the condition during service visits. As a result, only a small number of Class Members received the second-stage mechanical repair.

88. The Defendants knew, or ought to have known, that the software countermeasure was merely a temporary mitigation and did not adequately remedy the Idle Stop Defect. The Defendants further knew that the only appropriate and adequate repair was replacement of the A52 starter with the newly designed A53 starter capable of meeting the engine's torque demands.

89. Despite this knowledge, the Defendants arbitrarily and unnecessarily restricted access to the redesigned starter, thereby denying most Class Members an effective and adequate remedy.

**v. The Idle Stop Defect poses a real, substantial and imminent risk of harm and/or injury to vehicle occupant safety and renders the Affected Class Vehicles *per se* defective**

90. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act*, S.C. 1993, c.16 ("*MVSA*") and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038

(“*Regulations*”). The Minister of Transport has the power and authority to verify that companies and persons comply with the *MVSA*, *Regulations* and vehicle safety standards. Transport Canada is delegated the authority to oversee the *MVSA* and *Regulations*. In the United States, the NHTSA oversees, *inter alia*, vehicle safety standards, such as the *Federal Motor Vehicle Safety Standard* (“*FMVSS*”) pursuant to Title 49 of the Code of Federal Regulations, Part 571. Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations*.

91. Vehicle manufacturers are required to file a report with Transport Canada and NHTSA within five days of identifying any safety related defects in their vehicles pursuant to the *MVSA* and *FMVSS*. The initial report is required to identify all vehicles potentially containing the defect and include a description of the manufacturer’s basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall. Additionally, the report must contain a “description of the defect” and identify and describe the risk to motor vehicle safety reasonably related to the defect.

92. The purpose of these government regulations is to facilitate the notification of owners of defective and noncomplying motor vehicles, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *MVSA* and *FMVSS* among vehicle manufacturers.

93. The Defendants have failed and/or neglected to comply with their mandatory obligations under the *MVSA* and *Regulations* to provide the Class Members with an adequate remedy or fix for the Idle Stop Defect in the Affected Class Vehicles, or to issue a recall. As a result, Class Members are left to drive vehicles that pose a real, substantial and imminent risk of harm, injury and/or death.

94. The Idle Stop Defect creates a real, substantial, and imminent risk of harm and/or injury vehicle occupants and other users of the road.

95. The Idle Stop Defect occurs while the vehicle is in Drive. A vehicle that remains in Drive with the engine shut off can move freely, particularly on slopes, creating a heightened risk of unintended vehicle movement.

96. When the Idle Stop Defect occurs, typically at busy intersections, there is a real, substantial, and imminent that the vehicle may roll and collide with other vehicles before the driver can reasonably react or understand what has occurred. Further, a stalled vehicle in traffic also presents a significant risk of rear-end collisions from approaching vehicles.

**vi. Adequate remedy**

97. As set out above, an adequate remedy for the Idle Stop Defect is the replacement of the A52 electrical starter with a newly designed A53 electrical starter.

98. The cost to repair the Idle Stop Defect includes both parts and labor. The manufacturer's suggested retail price for an OEM replacement starter motor is approximately \$1,500.00, and labor rates at authorized Honda dealerships generally range from approximately \$130 to \$200 per hour.

99. The Defendants' SBs specify labor times of approximately 2.9 to 3.0 hours for replacement of the starter motor and performance of the associated valve lifter clearance adjustment.

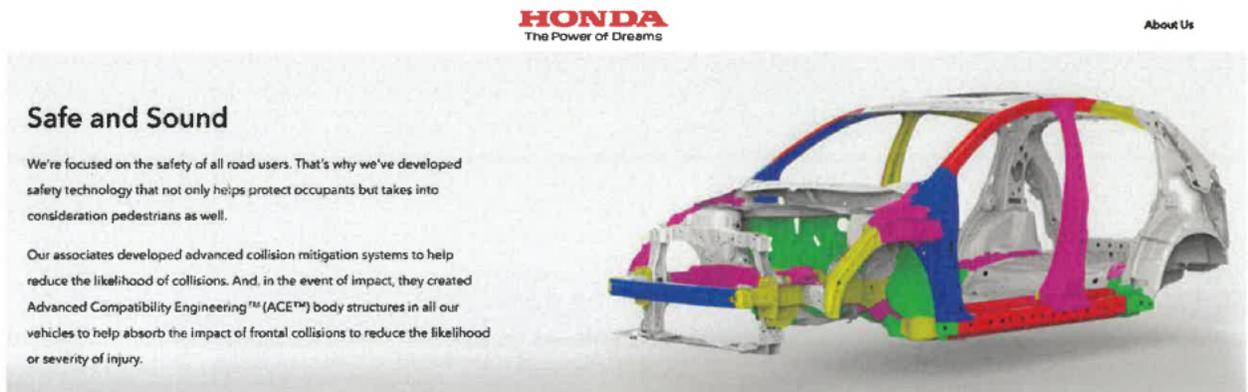
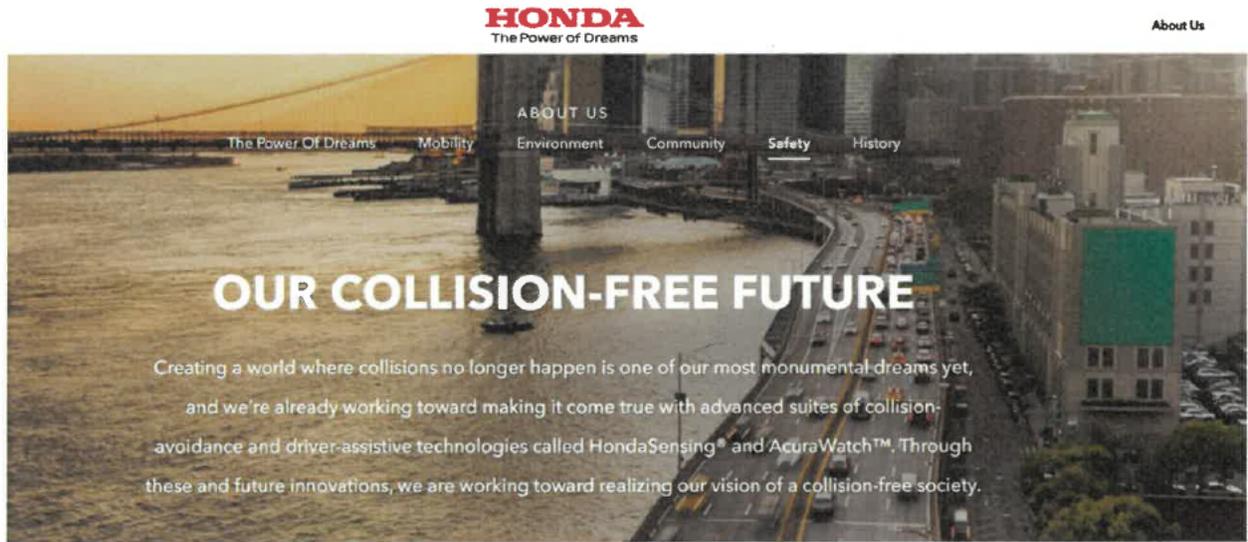
100. Based on OEM parts pricing and standard dealership labor rates, the cumulative cost of an adequate repair of the Idle Stop Defect is approximately \$2,000 to \$2,500 per vehicle.

**vii. The Defendants' marketing and concealment**

101. Despite knowing of the Idle Stop Defect, the Defendants advertised the safety of the Affected Class Vehicles via extensive nationwide, multimedia advertising campaigns on television, the internet, billboards, print publications, and through other mass media, while concealing the Idle Stop Defect.

102. For example, the Defendants have dedicated a page on its website to "safety," where they tout the safety of its vehicles, including a "collision-free future" and "advanced collision

mitigation systems.”



103. In 2020, the Defendants launched its “Safety for Everyone” marketing campaign to convince consumers that everyone “can safely and confidently enjoy the freedom of mobility” in Honda- and Acura-brand vehicles.

104. The Defendants also made similar representations and omissions when marketing the Affected Class Vehicles. For example, the Defendants directly marketed the Affected Class Vehicles to consumers via extensive nationwide, multimedia advertising campaigns on television, the Internet, billboards, print publications, mailings, and through other mass media, which impart a uniform and persuasive marketing message.

105. In the sales brochure for the 2016 Honda Pilot, the Defendants advertised “Sensible Safety.”

106. In the sales brochure for the 2017 Honda Pilot, the Defendants stated that it was “looking out for you.”

107. In the sales brochure for the 2017 Honda Odyssey, the Defendants stated that occupant safety is the “top priority.”

108. In the sales brochure for the 2018 Honda Odyssey, the Defendants stated that the vehicle was “solid on safety.”

109. In the sales brochure for the 2019 Honda Odyssey, the Defendants stated that they strive to provide safety features that “ensure the safety of the occupants” and that this gives the occupants “peace of mind” while driving.

110. In the sales brochure for the 2017 Acura MDX, the Defendants boasted that their vehicles protect “your back, your front, and your sides.”

111. In the sales brochure for the 2018 Acura MDX, the Defendants boasted that its vehicles are “safe enough for . . . families to ride in” and that its goal is to exist in a world where there are zero collisions.

112. In the sales brochure for the 2019 Acura MDX, the Defendants stated that occupant safety is the “top priority.”

113. The Defendants consistently promoted the Affected Class Vehicles as safe, while knowingly omitting and concealing information about material defects in the Affected Class Vehicles from consumers, including Plaintiff and the other Class members.

114. The Plaintiff and Class Members were exposed to the Defendants long-term, national multimedia marketing campaign, which focused on the reliability of the Affected Class Vehicles. The Plaintiff and Class Members justifiably chose to purchase and/or lease the Affected Class Vehicles based on the Defendants’ misleading marketing, which concealed the true, defective nature of the Affected Class Vehicles.

115. Further, the Defendants knowingly misled Class Members about the defective nature of the Affected Class Vehicles. As detailed above, the Defendants have been aware of the Idle

Stop Defect since at least 2015 and likely earlier.

**viii. The warranties provided by the Defendants**

116. The Defendants provide warranties directly to the Plaintiff and Class Members for the Affected Class Vehicles.

117. In Canada, the Defendant, HCl, warrants Honda-brand Affected Class Vehicles with an New Vehicle Limited Warranty (“NVLW”) that provided coverage for three years or 60,000 kilometers (“km”), whichever came first. The Defendant, HCl, sold Acura-branded Affected Class Vehicles with an NVLW that provided coverage for four years or 80,000 km, whichever comes first.

118. The Affected Class Vehicles’ NVLW provides in substantially similar fashion:

This warranty is your guarantee that under normal use and maintenance, your new Honda (including all power train components) will be free from any defects in material and workmanship.

119. The Affected Class Vehicles’ NVLW also provides:

If any defects should be found and reported to a Honda dealer during the warranty period, necessary repairs with new or remanufactured Honda parts that meet Honda’s quality standards or Honda-approved equivalents will be made at no cost to you for parts and labour immediately upon acknowledgement by Honda that such defects are attributable to faulty material or workmanship at the time of manufacture. These repairs should be completed immediately.

120. The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

**ix. Agency relationship between Defendants and their authorized dealerships as to the Affected Class Vehicles**

121. The Defendants have expressly or impliedly acknowledged that Honda- and Acura-authorized dealerships (the “Dealerships”) are their sales agents. The Dealerships have accepted that undertaking, and the Defendants exercise the ability to control the Dealerships, thereby establishing a principal–agent relationship, as further detailed below:

- (a) The Defendants can terminate the relationship with the Dealerships at will;
- (b) The relationships are indefinite;
- (c) The Defendants are in the business of selling vehicles as are the Dealerships;
- (d) The Defendants provide tools and resources for the Dealerships to sell and/or lease vehicles;
- (e) The Defendants supervise the Dealerships regularly;
- (f) Without the Defendants the Dealerships would not exist;
- (g) The Defendants as the principal require the following of the Dealerships:
  - (i) reporting of sales;
  - (ii) computer network connection with the Defendants;
  - (iii) training of their sales and technical personnel;
  - (iv) use of the Defendants-supplied computer software;
  - (v) participation in the Defendants' training programs;
  - (vi) establishment and maintenance of service departments in the Dealerships;
  - (vii) certification of the Defendants' pre-owned vehicles;
  - (viii) reporting to the Defendants with respect to vehicle delivery and sales, including, but not limited to: the names, addresses, preferred titles, telephone numbers (primary and business), and e-mail addresses of owners and/or lessees; vehicle identification numbers; delivery dates; type of sale; lease or finance terms; applicable factory incentive coding; odometer readings at delivery; extended service contract sale designations, if any; and the names of the dealership employees involved in the delivery; and
  - (ix) displaying the Defendants' logos on signs, literature, products, and brochures within the vehicle showroom;
- (h) Dealerships bind the Defendants with respect to:

- (i) warranty repairs on the vehicles the dealers sell; and
  - (ii) issuing service contracts administered by the Defendants;
- (i) The Defendants further exercise control over the Dealerships with respect to:
- (i) financial incentives given to their employees;
  - (ii) locations of the Dealerships;
  - (iii) testing and certification of their personnel and technicians to ensure compliance with the Defendants' policies and procedures; and
  - (iv) customer satisfaction surveys, pursuant to which the Defendants allocate the number of their cars to the Dealerships, thereby directly controlling their profits;
- (j) The Dealerships sell the Defendants' vehicles on the Defendants behalf, pursuant to a "floor plan," and the Defendants do not receive payment for their cars until the Dealerships sell them;
- (k) Dealerships bear the Defendant brand names, use their logos in advertising and on warranty repair orders, post Honda- and Acura-brand signs for the public to see, and enjoy a franchise to sell the Defendants products, including the Affected Class Vehicles;
- (l) The Defendants require the Dealerships to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants' warranties, and the servicing of defective vehicles such as the Affected Class Vehicles;
- (m) The Defendants require the Dealerships to post the Defendants' brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized Honda and Acura dealers and servicing outlets for the Defendants' vehicles;

- (n) The Defendants require their dealers to use service and repair forms containing its brand names and logos;
- (o) The Defendants require the Dealerships to perform the Defendants' warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by the Defendants.
- (p) The Defendants require the Dealerships to use parts and tools either provided by the Defendants or approved by Defendants and to inform the Defendants when dealers discover that unauthorized parts have been installed on one of the Defendants' vehicles.
- (q) The Defendants require the Dealerships' service and repair employees to be trained by the Defendants in the methods of repair of the Defendants' vehicles.
- (r) The Defendants audit the Dealerships' sales and service departments and directly contact customers of the Dealerships to assess their level of satisfaction with sales and repair services. Based on these assessments, the Defendants provide financial incentives or impose reprimands on the Dealerships;
- (s) The Defendants require the Dealerships to provide them with monthly statements and records pertaining, in part, the sales and servicing of the Defendants' vehicles;
- (t) The Defendants provides technical service bulletins and messages to the Dealerships detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects;
- (u) The Defendants provide the Dealerships with specially trained service and repair consultants with whom the Dealerships' personnel are required to consult when they are unable to correct a vehicle defect on their own;
- (v) The Defendants require Honda- and Acura-brand vehicle owners to go to the Dealerships to obtain servicing under the Defendants' warranties; and
- (w) The Dealerships are required to notify the Defendants whenever a car is sold or put into warranty service.

**Part 2: RELIEF SOUGHT**

122. The Plaintiff, on his own behalf and on behalf of Class Members, claims against the Defendants, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;
- (b) a declaration that the Defendants were negligent in the design and/or manufacture of the Affected Class Vehicles, causing the Plaintiff and Class Members to suffer damages;
- (c) a declaration that the Defendants:
  - (i) breached their duty of care to the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages;
  - (ii) breached express warranties as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages;
  - (iii) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages pursuant to sections 18(a), (b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410 (“*SGA*”); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a), (b) and 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a), (b) and 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a), (b) and 50 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and sections 18(a), (b) and 60 of

*the Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 to 1730 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q.-1991 (collectively, “**Parallel Provincial Sale of Goods Acts**,” unless referred to individually or otherwise);

- (iv) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;
- (v) breached the duty to act in good faith and with honesty in representations and in the performance of obligations, pursuant to articles 6, 7, and 1375 of the *Civil Code of Québec*, C.Q.L.R., c C.C.Q.-1991; and
- (vi) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; articles 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, (collectively, “**Parallel Consumer Protection Legislation**,” unless referred to individually or otherwise), and are consequently liable to the Plaintiff and Class Members for damages;

(d) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and *Parallel Consumer Protection Legislation*, and waiving any such applicable notice provisions;

(e) an order for the statutory remedies available under the *BPCPA*, and *Parallel Consumer Protection Legislation*, including damages, cancellation and/or rescission of the purchase of the Affected Class Vehicles;

(f) an order directing the Defendants to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; section 93(1)(f) of *The Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c B120; section 18(11) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, S.N.B. 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;

(g) a declaration that the Defendants breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 (“**Competition Act**”) and are consequently liable to the Plaintiff and Class Members for damages;

(h) an order enjoining the Defendants from continuing their unlawful and unfair business practices as alleged herein;

(i) a declaration that the Defendants fraudulently concealed the Idle Stop Defect in the Affected Class Vehicles from the Plaintiff and Class Members;

(j) injunctive and/or declaratory relief requiring the Defendants to recall, and/or immediately replace the electrical starter equipped in the Affected Class Vehicles and/or to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;

(k) an order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c. 50 (“**CPA**”) directing an aggregate assessment of damages;

(l) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;

(m) damages, including actual, compensatory, incidental, statutory and consequential damages;

(n) punitive damages;

- (o) costs of investigation pursuant to section 36 of the *Competition Act*;
- (p) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (q) such further and other relief as this Honorable Court may seem just.

### **Part 3: LEGAL BASIS**

#### **A. Jurisdiction**

123. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 ("*CJPTA*") in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

**B. Causes of Action**

**i. Negligence**

124. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

125. At all material times to the cause of action herein, the Defendants owed a duty of care to the Plaintiff and Class Members to design, manufacture, and supply vehicles free from defects. The Affected Class Vehicles, equipped with the AIS system, suffer from the Idle Stop Defect, which causes the engine to fail to restart after automatically shutting off at idle, posing a real, substantial, and imminent risk of harm to vehicle occupants and other road users.

126. The Defendants, as designers, engineers, manufacturers, promoters, marketers and/or distributors of the Affected Class Vehicles, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected Class Vehicles were reasonably safe for their intended operation.

127. At all material times to the cause of action herein, the Defendants breached this standard of care. They knew, or ought to have known, that the Idle Stop Defect poses a real, substantial, and imminent risk of harm and/or injury to vehicle occupants and other road users as it can cause the vehicle to stall while in Drive and move freely.

128. The Defendants owed the Plaintiff and Class Members a duty to reasonably monitor the safety and post-market performance of the Affected Class Vehicles and to promptly warn them of the Idle Stop Defect. Despite actual knowledge derived from warranty data, service records, pre-release testing, and field reports identifying the Idle Stop Defect as early as 2015, the Defendants failed to warn consumers, issue a recall, or provide an adequate remedy.

129. Given the Defendants' involvement in designing, manufacturing, distributing, selling, and/or leasing the Affected Class Vehicles, they were in a position of legal proximity to the Plaintiff and Class Members and were obligated to be fully aware of safety risks when designing, manufacturing, assembling, selling and/or leasing Affected Class Vehicles.

130. It was reasonably foreseeable that the Defendants' failure to adequately design the AIS

system and ensure that the electrical starter, battery, and related components could reliably support repeated start-stop cycles, coupled with their failure to monitor post-market performance and take corrective action, would expose vehicle occupants and other road users to a real, substantial, and imminent risk of harm and/or injury.

131. The Defendants, through their employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of an automobile supplier, distributor and/or manufacturer in the circumstances in that:

- (a) they knew, or ought to have known, about the Idle Stop Defect and should have timely warned the Plaintiff and Class Members;
- (b) they designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, leased, and/or sold vehicles with AIS that are defective and prone to failure;
- (c) they failed to timely provide an adequate remedy, including replacement of the defective electrical starter and related components;
- (d) they failed to ensure that mechanical countermeasures, including valve lifter clearance adjustment and the replacement of the electrical starter (A52) with the newly designed electrical starter (A53), were made widely available to Class Members;
- (e) they failed to properly inspect, test, and validate the AIS- and starter-system components, despite knowledge from pre-release testing, FMEA, and field warranty data;
- (f) they knew, or ought to have known, about the Idle Stop Defect but failed to disclose it;
- (g) they failed to timely issue and implement recalls or other safety measures to remedy the Idle Stop Defect;

(h) notwithstanding that they foresaw personal injury, property damage, and potential loss of life as a result of vehicles stalling unexpectedly, they failed to promptly and adequately remedy the defect; and

(i) they failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship, and quality that would reasonably be expected of an automobile manufacturer, distributor, and/or supplier.

132. Further, and in particular, as a result of the inadequacy of the Defendants' SBs:

(a) Access to the mechanical countermeasure was restricted to Affected Class Vehicles that experienced a verified AIS no-start event at an authorized Honda or Acura dealership. Given the intermittent and unpredictable nature of the Idle Stop Defect, such an event is unlikely—and often impossible—to replicate on demand or during a short diagnostic session, making the mechanical countermeasure effectively unavailable to the vast majority of Class Members.

(b) Affected Class Vehicles continue to experience AIS no-start events.

(c) Owners and/or lessees of the Affected Class Vehicles remain exposed to a real, substantial, and imminent risk of harm, injury, and/or death.

(d) Owners and/or lessees of the Affected Class Vehicles are forced to incur additional out-of-pocket expenses to repair or replace defective components, including the electrical starter, battery, and other related systems.

(e) The Defendants have failed to provide an timely and adequate remedy for the Idle Stop Defect.

133. The inadequacy of the SBs forms part of the Defendants' ongoing negligence, which directly and proximately caused loss, damage, and the real, substantial, and imminent risk of harm and/or injury to the Plaintiff and Class Members.

134. As a result of the Idle Stop Defect, and due to the Defendants' negligence and failure to disclose and/or adequately warn of the defect, the Plaintiff and Class Members have suffered

and will continue to suffer damages, including diminished value of their vehicles, expenditure of time and money to repair defective components, loss of use, and additional costs such as towing, alternative transportation, and vehicle payments. The Defendants should compensate the Plaintiff and Class Members for these out-of-pocket expenses and other damages resulting from the Idle Stop Defect.

**ii. Breach of Express Warranty**

135. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

136. At all material times to the cause of action herein, the Defendants were express warrantors, manufacturers, distributors, suppliers, and/or merchants of the Affected Class Vehicles, and issued express warranties and extended warranties governing the repair or replacement of defective components.

137. The Defendants marketed, distributed and/or sold the Affected Class Vehicles throughout Canada, including the Province of British Columbia, as safe, reliable, durable, fuel efficient and emissions compliant vehicles, through authorized dealerships and/or independent retail dealers. These representations formed the basis of the bargain in the Plaintiff's and Class Members' decision to purchase and/or lease the Affected Class Vehicles.

138. The Defendants' express warranties and/or SB extended warranties were unconscionable and/or misleading for, *inter alia*, the following reasons:

(a) The Defendants leveraged their vastly unequal bargaining power to knowingly sell Affected Class Vehicles with the Idle Stop Defect, which caused intermittent and frequent AIS-no start events.

(b) Despite their superior knowledge and exclusive access to information regarding the Idle Stop Defect, the Defendants failed to inform the Plaintiff and Class Members of the Idle Stop Defect and misrepresented the safety, reliability, and operability of the Affected Class Vehicles.

(c) Rather than disclose the Idle Stop Defect, the Defendants limited the scope,

duration, and availability of warranty coverage and proposed countermeasures in a manner that unreasonably favored the Defendants and defeated the reasonable expectations of the Plaintiff and Class Members concerning the safety, reliability, operability and fuel efficiency of the Affected Class Vehicles.

(d) The Defendants knowingly limited the duration of their standard warranties to avoid addressing the bulk of Idle Stop Defect claims. Although the defect existed in its latent form during the warranty period, the Defendants knew, or ought to have known, that the Idle Stop Defect would often manifest after the expiration of the standard warranty.

(e) The Defendants arbitrarily restricted access to mechanical countermeasures under the SB extended warranties by requiring dealership verification of an AIS no-start event, a condition that is inherently difficult or impossible to replicate due to the intermittent nature of the defect;

(f) Many Class Members had their claims improperly and arbitrarily rejected by the Defendants under the SB extended warranties, even where the Affected Class Vehicles qualified for coverage under the plain terms of the warranties.

(g) The warranties and countermeasures failed to address diminution in value, or the loss of use caused by the Idle Stop Defect.

139. Under the express warranties, the Defendants promised to repair or replace defective components arising from defects in materials or workmanship, including AIS-related components such as the electrical starter, battery, and associated systems, at no cost and within a reasonable time.

140. The Defendants further represented that they would stand behind the quality of the Affected Class Vehicles and promptly remedy defects. These representations concealed the existence of the Idle Stop Defect and shifted the costs of diagnosis, repair, replacement, and diminished value onto the Plaintiff and Class Members.

141. Under the express warranties provided to the Plaintiff and Class Members, the

Defendants promised to repair and/or replace covered components arising out of defects in materials and/or workmanship, including the electrical starter, battery, and other related components, at no cost to owners and/or lessees of Affected Class Vehicles within a reasonable time. As alleged herein, the Defendants breached their express warranties by concealing the Idle Stop Defect.

142. Class Members experienced the existence of the Idle Stop Defect within the warranty periods but had no knowledge of the existence of the Idle Stop Defect and associated safety risks, which were known and concealed by the Defendants. Despite the existence of the express warranties, the Defendants failed to adequately inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with defective components, including the electrical starter, battery, and other related components, and failed to provide a replacement of the electrical starter, battery, and other related components, free of charge and/or within a reasonable time.

143. The failure to provide a newly designed and non-defective replacement electrical starter or other AIS-related components renders the warranty remedies futile and ineffective.

144. The Defendants breached their express warranties by failing to correct known manufacturing defects in the Affected Class Vehicles.

145. Privity of contract exists between the Defendants and the Plaintiff and Class Members through direct dealings and authorized dealerships. In the alternative, privity is not required because the Plaintiff and Class Members are intended third-party beneficiaries of the Defendants' warranties, which were issued for the benefit of end-user consumers.

146. The Defendants received ample notice of the Idle Stop Defect through consumer complaints, warranty data, dealership reports, and internal testing. Any further opportunity to cure would be futile, as the Defendants have long known of the Idle Stop Defect and failed to provide an adequate remedy.

147. Any attempt by the Defendants to disclaim or limit liability through warranty provisions is unconscionable and unenforceable, as the Defendants knowingly sold defective vehicles, concealed material facts, and imposed time and scope limitations that unreasonably favored the Defendants in the face of unequal bargaining power.

148. The limited warranties fail in their essential purpose as the contractual remedies provided were insufficient and ineffective in addressing the Idle Stop Defect or making the Plaintiff and Class Members whole.

149. The Defendants knew that Affected Class Vehicles were inherently defective and did not conform to their warranties and the Plaintiff and Class Members were induced to purchase and/or lease Affected Class Vehicles under false and/or fraudulent pretenses.

150. The Plaintiff and Class Members could not reasonably have discovered the Idle Stop Defect prior to purchase or during the warranty periods due to its latent and intermittent nature and the Defendants' concealment.

151. As a result of the Idle Stop Defect, the Affected Class Vehicles are not reliable, and owners and/or lessees have lost confidence in the ability of Affected Class Vehicles to perform the function of safe, reliable and durable transportation.

152. As a direct and proximate result of the Defendants' breach of express warranties, the Plaintiff and Class Members have suffered damages, including repair costs, loss of use, diminished value, and out-of-pocket expenses

**iii. Breach of the Implied Warranties or Condition of Merchantability pursuant to SGA and Parallel Provincial Sale of Goods Acts**

153. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

154. The Defendants are a "seller" with respect to the Affected Class Vehicles within the meaning of the *SGA*, and *Parallel Provincial Sale of Goods Acts*, pursuant to their role in manufacturing, marketing, distributing, supplying, and/or selling the Affected Class Vehicles directly or through its authorized Canadian dealers, distributors, resellers, retailers, and/or intermediaries.

155. The Defendants are and were at all relevant times a seller with respect to the Affected Class Vehicles. The Defendants directly sold and marketed the Affected Class Vehicles to customers through authorized dealers, like those from whom Class Members bought and/or leased

their vehicles, for the intended purpose of consumers purchasing the vehicles. The Defendants knew that the Affected Class Vehicles would and did pass unchanged from the authorized dealers to Class Members, without modification.

156. A warranty that the Affected Class Vehicles were in merchantable condition was implied by law pursuant to sections 18(a) and/or (b) of the *SGA*, sections 16(2) and/or (4) of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1) and/or (2) of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a) and/or (c) of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; sections 18(a) and (b) of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 and 1728 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

157. The Defendants marketed, distributed, sold and/or leased the Affected Class Vehicles in Canada, including British Columbia, as safe, reliable, and durable vehicles through authorized dealerships. These representations formed the basis of the bargain in Class Members' decision to purchase and/or lease the Affected Class Vehicles.

158. The Affected Class Vehicles, equipped with the AIS system and the A52 electrical starter, are defective in design and pose a real, substantial, and imminent risk of danger to vehicle occupants due to the Idle Stop Defect. Accordingly, the Affected Class Vehicles, when sold and/or leased, were not of merchantable quality or fit for their ordinary purpose of safe and reliable transportation.

159. The Affected Class Vehicles were defective at the time they left the Defendants' possession. The Defendants knew, or ought to have known, of the Idle Stop Defect at the time of sale and/or distribution. AIS no-start is an inherent safety issue that exists in each of the Affected Class Vehicles from the outset.

160. The Plaintiff and Class Members purchased or leased the Affected Class Vehicles from

Defendants, directly or through authorized agents, resellers, or private parties. At all relevant times, the Defendants were manufacturers, distributors, warrantors, sellers and/or lessors of the Affected Class Vehicles. Therefore, there existed privity or vertical privity of contract between Class Members and Defendants. Alternatively, privity of contract need not be established as the Plaintiff and Class Members are intended third-party beneficiaries of the Defendants' warranties.

161. The Defendants' resellers, authorized dealers and/or distributors are intermediaries between the Defendants and consumers. These intermediaries sell the Affected Class Vehicles to consumers and are not, themselves, consumers of the Affected Class Vehicles and, therefore, have no rights against the Defendants with respect to the Plaintiff's and Class Members' acquisition of the Affected Class Vehicles. The Defendants' warranties were designed to influence consumers who purchased and/or leased the Affected Class Vehicles.

162. The Defendants knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased and/or leased.

163. The Defendants knew about the Idle Stop Defect, which allowed them to cure their breach of warranty, but they failed to do so.

164. At all times that the Defendants warranted, sold and/or leased the Affected Class Vehicles, they knew, or should have known, that their warranties were false and yet they did not disclose the truth or stop manufacturing or selling their Affected Class Vehicles and, instead, continued to issue false warranties and to insist the products were safe. The Affected Class Vehicles were defective when the Defendants delivered them to its resellers, authorized dealers and/or distributors which sold and/or leased the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and Class Members.

165. The Defendants' attempt to disclaim or limit the implied warranty of merchantability is unconscionable and unenforceable. They knowingly sold or leased defective vehicles without disclosing the Idle Stop Defect. Warranty time limitations were inadequate and favored the Defendants, creating a gross disparity in bargaining power. The Idle Stop Defect posed a real, substantial, and imminent risk of harm to vehicle occupants and other road users.

166. The Plaintiff and Class Members have complied with all obligations under the warranty

or are excused from performance due to the Defendants' conduct. Affording the Defendants an opportunity to cure would be unnecessary and futile.

167. As a direct and proximate result of the Defendants' breach of implied warranties or conditions of merchantability, the Plaintiff and Class Members have suffered loss, diminution and/or damage, pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; section 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; section 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; section 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; section 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; section 67 of the *Sale of Goods Act*, R.S.N.B. 2016, c. 110; section 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; section 60 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; section 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726, 1727, and 1739 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

**iv. Violation of *BPCPA* and Parallel Provincial Consumer Protection Legislation**

168. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

169. The Defendants are in British Columbia for the purposes of the *BPCPA*, and in provinces with *Parallel Consumer Protection Legislation*.

170. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1) of the *BPCPA*, and in provinces with *Parallel Consumer Protection Legislation*.

171. The Plaintiff and Class Members in British Columbia purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are "consumers" within the meaning of section 1(1) of the *BPCPA*, and in provinces with *Parallel Consumer Protection Legislation*.

172. The purchase and/or lease of the Affected Class Vehicles by the Plaintiff and Class Members in British Columbia for personal, family or household purposes, and not for resale or for carrying on business constitutes a "consumer transaction" within the meaning of section 1(1) of

the *BPCPA*, and in provinces with *Parallel Consumer Protection Legislation*.

173. The Defendants are a “supplier” within the meaning of section 1(1) of the *BPCPA*, and in provinces with *Parallel Consumer Protection Legislation*, as they carried on business in British Columbia and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *BPCPA*, and *Parallel Consumer Protection Legislation*.

174. The Defendants are the supplier and/or manufacturer of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including Class Members in British Columbia. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as their resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.

175. By failing to disclose and actively concealing the Idle Stop Defect, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of *Parallel Consumer Protection Legislation*. The Defendants knew, or ought to have known, that the Affected Class Vehicles, equipped with the AIS system, pose a real, substantial, and imminent risk of danger to vehicle occupants and other road users due to the Idle Stop Defect. The Defendants made misleading statements or omissions concerning the Idle Stop Defect yet failed to adequately warn consumers.

176. As alleged herein, the Defendants made misleading representations and omissions concerning the safety, reliability, durability, fuel efficiency, and/or emissions performance of the Affected Class Vehicles.

177. In purchasing the Affected Class Vehicles, the Plaintiff and Class Members were deceived by the Defendants’ failure to disclose their knowledge of the Idle Stop Defect and its associated safety risks. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of *Parallel Consumer Protection Legislation* by:

- (a) failing to disclose that the Affected Class Vehicles were not of a particular standard, quality, or grade;
- (b) failing to disclose that, as a result of the Idle Stop Defect and the implementation of the software countermeasure, the Affected Class Vehicles experience degraded fuel economy and/or emissions performance and no longer conform to the fuel efficiency and emissions representations relied upon by Class Members at the time of purchase and/or lease;
- (c) failing to disclose before, during, and/or after the time of purchase and/or lease any and all known material defects or nonconformities of the Affected Class Vehicles, including the Idle Stop Defect;
- (d) failing to disclose that the Affected Class Vehicles were defective, not fit for their intended use, and posed a real, substantial, and imminent risk of harm, injury, or death to vehicle occupants and other road users;
- (e) failing to give adequate warnings or notices regarding the use, defects, and problems with the Affected Class Vehicles to the Plaintiff and Class Members, even though the Defendants had exclusive knowledge of the Idle Stop Defect;
- (f) failing to adequately disclose, or actively concealing, the Idle Stop Defect, even though the Defendants knew about it; and
- (g) representing that the Idle Stop Defect in the Affected Class Vehicles would be covered under warranty.

178. Further, the Defendants made misleading representations and/or omissions regarding safety, reliability, durability, fuel efficiency, and/or emissions performance by:

- (b) publishing Owners' Manuals that omitted any warning to consumers about the Idle Stop Defect;
- (c) advertising materials that omitted any information about the Idle Stop Defect, misleading consumers to believe that the Affected Class Vehicles would reliably restart

after engine shut-off during AIS operation; and

(d) emphasizing in brochures and advertisements that the Affected Class Vehicles were fit for their intended purpose, including representations that they were safe, reliable, durable, fuel efficient and/or emissions compliant, when in fact they were not due to the Idle Stop Defect.

179. The Defendants' conduct violated sections 4 and 5 of the *BPCPA*, and the relevant provisions of *Parallel Consumer Protection Legislation*, by:

(a) representing that the Affected Class Vehicles were defect-free and did not pose a safety hazard when they did;

(b) representing that the Affected Class Vehicles were of a particular standard, quality, or grade when they were not;

(c) advertising the vehicles with intent not to sell them as represented; and

(d) representing that the vehicles conformed to previous representations regarding safety, reliability, durability, fuel efficiency, and/or emissions performance, when they did not.

180. Class Members in British Columbia were deceived by the Defendants' failure to disclose their exclusive knowledge of the Idle Stop Defect and its impact on the Affected Class Vehicles' safety, reliability, durability, fuel efficiency, and/or emissions performance.

181. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding the Affected Class Vehicles, specifically regarding the Idle Stop Defect, with an intent to mislead Class Members.

182. Class Members had no way of knowing that the Defendants' representations were false, misleading and incomplete or knowing the true nature of the Idle Stop Defect. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known defect in the Affected Class Vehicles. Class Members did not, and could not, unravel the Defendants' deception on their own.

183. The Defendants knew, or ought to have known, that their conduct violated sections 4 and 5 of the *BPCPA*, and the relevant provisions of *Parallel Consumer Protection Legislation*.

184. The Defendants owed Class Members a duty to disclose the truth about the Idle Stop Defect as it created serious safety risks and the Defendants;

- (a) possessed exclusive knowledge of the Idle Stop Defect;
- (b) intentionally concealed the foregoing from Class Members; and/or
- (c) failed to warn consumers or publicly disclose that Idle Stop Defect in the Affected Class Vehicles posed a real, substantial, and imminent risk of harm.

185. The Defendants had a duty to disclose that the Affected Class Vehicles were fundamentally flawed due to the Idle Stop Defect because Class Members relied on the Defendants' material misrepresentations and omissions.

186. The Defendants' conduct proximately caused injuries to Class Members that purchased the Affected Class Vehicles and suffered harm as alleged herein.

187. Class Members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of the Defendants' conduct. In particular, Class Members incurred costs and expenses related to the Idle Stop Defect, including, *inter alia*, repair, service, and/or replacement costs, rental car costs, and overpaid for their Affected Class Vehicles, which have suffered a diminution in value due to the existence and risk of the Idle Stop Defect.

188. The Defendants' violations cause continuing injuries to Class Members. As such, the Defendants' unlawful acts and practices complained of herein affecting the public interest.

189. The Defendants knew, or ought to have known, that the Idle Stop Defect materially compromised the safety, reliability, and operability of the Affected Class Vehicles.

190. The facts concealed and omitted by the Defendants from Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price.

191. Class Members' injuries were directly or proximately caused by the Defendants' unlawful and deceptive business practices.

192. As a result of the Defendants' conduct as alleged herein, Class Members in British Columbia are entitled to: (i) a declaration under section 172(1)(a) of the *BPCPA* that the Defendants' acts or practices in respect of the purchase of the Affected Class Vehicles contravened the *BPCPA*; (ii) an injunction under section 172(1)(b) of the *BPCPA* restraining such conduct; and/or (iii) damages under section 171 of the *BPCPA*. Class Members in other provinces are likewise entitled to comparable remedies available under *Parallel Consumer Protection Legislation*.

193. Class Members in British Columbia are entitled, to the extent necessary, to a waiver of any notice requirements under section 173(1) of the *BPCPA*, and Class Members in other provinces are entitled to similar relief under the applicable provisions of *Parallel Consumer Protection Legislation*, as a result of the Defendants' failure to disclose, and active concealment of, the Idle Stop Defect, as well as their misrepresentations concerning the safety, reliability, durability, fuel efficiency, and/or emissions performance of the Affected Class Vehicles.

**v. Breach of Competition Act**

194. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

195. By making representations to the public regarding the safety, reliability, durability, fuel efficiency, and/or emissions performance of the Affected Class Vehicles, the Defendants breached sections 36 and/or 52 of the *Competition Act*, in that their representations:

- (a) were made to the public in the form of advertising brochures, Owner's Manuals, statements, press releases, and/or other standardized materials concerning the safety, reliability, durability, fuel economy, and/or emissions performance of the Affected Class Vehicles;
- (b) were made to promote the supply, use, and sale of the Affected Class Vehicles, or for the purpose of promoting the Defendants' business interests; and

(c) were materially false and misleading.

196. At all relevant times, the Defendants were the manufacturer, seller and/or supplier of the Affected Class Vehicles. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendants as to the Affected Class Vehicles as their resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendants.

197. The Defendants engaged in unfair competition and unlawful business practices through the conduct, statements, and omissions described herein, by knowingly and intentionally concealing the Idle Stop Defect and its associated safety risks, repair costs, and monetary damage from the Plaintiff and Class Members. The Defendants had superior knowledge of the Idle Stop Defect, and the Plaintiff and Class Members could not reasonably be expected to discover the true facts regarding the defect.

198. The Defendants knew, or ought to have known, that the Affected Class Vehicles, equipped with the AIS system and the A52 electrical starter, posed a real, substantial, and imminent risk of danger to vehicle occupants, and others on the road, due to the Idle Stop Defect. This safety risk triggered the Defendants' duty to disclose the defect to consumers.

199. The Defendants' acts and omissions deceived the Plaintiff and Class Members. By failing to disclose the Idle Stop Defect and suppressing material facts regarding its safety risks, repair costs, and potential for harm, the Defendants breached their duty to disclose, violated sections 36 and/or 52 of the *Competition Act*, and caused damage to the Plaintiff and Class Members. These omissions and concealment pertained to information that was material, as it would have been to all reasonable consumers.

200. The Plaintiff and Class Members relied upon the Defendants' misrepresentations regarding the safety, reliability, durability, fuel efficiency, and/or emissions performance of the Affected Class Vehicles to their detriment in purchasing or leasing the vehicles, causing loss and/or damage.

201. The Plaintiff and Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

**vi. Fraudulent Concealment**

202. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

203. The Defendants intentionally and knowingly concealed, suppressed, and/or omitted material facts relating to the standard, quality, safety, reliability, durability, fuel efficiency, and emissions performance of the Affected Class Vehicles, including the existence of the Idle Stop Defect and its associated safety risks, with the intention that the Plaintiff and Class Members rely on these omissions. As a direct result of this fraudulent conduct, the Plaintiff and Class Members have suffered actual damages.

204. The Defendants knew, at the time of sale and thereafter, through pre-production testing, validation data, warranty data, service records, field reports, and consumer complaints, that the Affected Class Vehicles were equipped with the AIS system prone to frequent and intermittent no-start events. Despite this knowledge, the Defendants concealed the Idle Stop Defect and failed to provide a timely and adequate remedy.

205. The Defendants owed a duty to disclose the Idle Stop Defect and its associated safety risks to the Plaintiff and Class Members as the Defendants possessed exclusive and superior knowledge of the Idle Stop Defect. This duty arose further because the Defendants actively marketed and represented the Affected Class Vehicles as safe, reliable, durable, fuel-efficient, and suitable for their intended purpose, including use in normal traffic conditions.

206. Having made representations to the public concerning the safety, reliability, functionality, fuel efficiency, and/or emissions performance of the Affected Class Vehicles, the Defendants were under a duty to disclose the material facts concerning the Idle Stop Defect. Instead, the Defendants intentionally concealed the defect and its safety implications to sell additional vehicles, avoid recall obligations, limit warranty exposure, and shift repair costs onto consumers.

207. No reasonable consumer expects a vehicle to intermittently fail to restart after automatically shutting off while in drive, or to expose occupants and other road users to a heightened risk of collision due to an undisclosed and latent defect such as the Idle Stop Defect.

208. The Defendants intended to conceal material facts concerning the Idle Stop Defect with the intent to deceive consumers. This intent is evidenced by, *inter alia*, the Defendants' failure to disclose the Idle Stop Defect at the point of sale, their issuance of SBs and countermeasures that obscured the true nature and scope of the Idle Stop Defect, and their restriction of meaningful repairs to narrowly defined and difficult-to-verify conditions. The Defendants financially benefitted from this concealment by maintaining sales volumes, preserving price premiums, and avoiding the costs of recalls and comprehensive repairs.

209. The Plaintiff and Class Members would not have purchased the Affected Class Vehicles, or would have paid significantly less for them, had the Defendants disclosed the Idle Stop Defect and its associated safety risks. The Defendants knew that their concealment and suppression of these material facts was misleading and that disclosure would adversely affect vehicle sales.

210. The Defendants' conduct was intentional, willful, and undertaken with malice, oppression, and fraud, demonstrating a conscious disregard for the safety and rights of the Plaintiff and Class Members.

211. The Plaintiff and Class Members reasonably relied on the Defendants' omissions, concealment, and partial disclosures in purchasing and/or leasing the Affected Class Vehicles.

212. As a result of the Idle Stop Defect and the Defendants' fraudulent concealment of its existence and safety implications, the Plaintiff and Class Members have suffered actual damages, including but not limited to diminution in value, out-of-pocket repair costs, loss of use, and increased safety risks, in amounts to be determined at trial.

**vii. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*") and Parallel Provincial Limitation Period Legislation**

213. The Plaintiff and Class Members had no way of knowing about the Idle Stop Defect. The Defendants concealed their knowledge of the Idle Stop Defect while continuing to market, sell and/or lease the Affected Class Vehicles.

214. Within the time limits prescribed in the *Limitation Act*, and the *Limitations Act*, R.S.A.

2000, c. L-12; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Civil Code of Québec*, C.Q.L.R., c. C-1991, arts. 2925-2930; *The Limitations Act*, S.S. 2004, c. L-16.1; and *Limitation of Actions Act*, R.S.Y. 2002, c. 139 (collectively “**Parallel Provincial Limitation Period Legislation**”), the Plaintiff and Class Members could not have discovered through the exercise of reasonable diligence that the Defendants were concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles, in particular the Idle Stop Defect.

215. The Plaintiff and Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that there was a defect in the Affected Class Vehicles.

216. For these reasons, the *Limitation Act* and *Parallel Provincial Limitation Period Legislation* have been tolled by operation of the discovery rule with respect to the claims in this proposed multi-jurisdictional class proceeding.

217. Further, due to Defendants’ knowledge and active concealment of the Idle Stop Defect throughout the time period relevant to this proposed multi-jurisdictional class proceeding, the *Limitation Act* and *Parallel Provincial Limitation Period Legislation* have been tolled.

218. Instead of publicly disclosing the Idle Stop Defect, the Defendants kept the Plaintiff and Class Members in the dark as to the Idle Stop Defect and the serious safety risks it presented.

219. The Defendants were under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Idle Stop Defect in the Affected Class Vehicles.

220. The Defendants knowingly, affirmatively and actively concealed or recklessly disregarded the safety, reliability and durability of the Affected Class Vehicles.

221. As such, the Defendants are estopped from relying on the *Limitation Act* and *Parallel Provincial Limitation Period Legislation* in defense of this proposed multi-jurisdictional class proceeding.

Plaintiff's address for service:

Dusevic & Garcha  
Barristers & Solicitors  
210 - 4603 Kingsway  
Burnaby, BC V5H 4M4  
Canada

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street  
Vancouver, BC V6Z 2E1  
Canada

Dated: January 14, 2025



Signature of K.S. Garcha  
lawyer for plaintiff

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE  
OUTSIDE BRITISH COLUMBIA**

There is a real and substantial connection between British Columbia, the Defendants and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the “*CJPTA*”) in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia, the Defendants and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia:
  
- (e) (iii)(a) & (b) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser’s trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
  
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
  
- (g) concerns a tort committed in British Columbia;
  
- (h) concerns a business carried on in British Columbia;
  
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

**Appendix**

*[The following information is provided for data collection purposes only and is of no legal effect.]*

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The within proposed multi-jurisdictional automotive defect class proceeding involves certain model and model year Honda- and Acura-brand vehicles equipped with the Auto Idle Stop (“AIS”) feature, which automatically shuts a vehicle’s engine off when the vehicle is stationary with the brake applied, engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased, and/or sold by the Defendants, HONDA MOTOR COMPANY, LTD., HONDA CANADA INC., and HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC, in Canada, including the Province of British Columbia. In particular, the Affected Class Vehicles are equipped with a starter system that is incapable of consistently and reliably overcoming engine rotational and mechanical resistance, which can prevent the vehicle from automatically restarting after coming to a complete stop at a traffic light or road intersection while AIS is engaged, thereby posing a real, substantial, and imminent risk of harm and/or injury to vehicle occupants and other users of the road.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; and *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, R.S.A. 2000, c. S-2; *Sale of Goods Act*, R.S.S. 1978, c. S-1; *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; *Sale of Goods Act*, R.S.O. 1990, c. S.1; *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ;*Sale of Goods Act*, R.S.N.S. 1989, c. 408; *Sale of Goods Act*, R.S.N.B. 2016, c. 110; *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; *Sale of Goods Act*, R.S.Y. 2002, c. 198; *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1
5. *Motor Vehicle Safety Act*, R.S.C. 1993, c.16
6. *Motor Vehicle Safety Regulations*, C.R.C., c. 1038
7. United States *Federal Motor Vehicle Safety Standard: Title 49 of the Code of Federal Regulations*, Part 5711
8. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
9. *Competition Act*, R.S.C 1985, c. C-34
10. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; and *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8