

• 2019-2023 Acura RDX • 2023-2024 Honda CR-V • 2023-2024 Honda HR-V; or any other Group(s) or Sub-Group(s) to be determined by the Court.	• 2019-2023 Acura RDX • 2023-2024 Honda CR-V • 2023-2024 Honda HR-V; ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.
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(hereinafter referred to as the “**Plaintiff(s)**”, the “**Class Member(s)**”, the “**Class**”, the “**Group Member(s)**”, the “**Group**”, the “**consumer(s)**”).

2. Plaintiff is a consumer within the meaning of Quebec’s *Consumer Protection Act*, CQLR, c. P-40.1 (“**CPA**”);

3. Plaintiff communicates herewith a copy of the *Registraire des entreprises du Québec* (REQ) report on Defendant Honda Canada Inc. (hereinafter “**Honda Canada**”), as **Exhibit AP-1**.

4. As appears from said REQ report (AP-1), Honda Canada declares and admits that it wholesales, imports, distributes and manufactures automobiles, motorcycles, parts, and “other”, in Quebec, namely the following declared industries:

- a) *Commerce de gros d'automobiles*;
- b) *Importation et distribution d'automobiles, motos, pièces et autres*;
- c) *Industrie des véhicules automobiles*;
- d) *Fabrication d'automobiles*.

5. As also appears from the REQ report (AP-1), Honda Canada conducts business in Quebec *inter alia* as Honda, Honda Canada, Acura, and Acura Canada. Indeed, Honda Canada directly and/or indirectly manufactures, wholesales, commercializes, distributes and sells vehicles under both world-renowned brands of Honda and Acura.

6. In addition, and as further appears from the REQ report (AP-1), Honda Canada has two (2) declared shareholders, namely **Honda Motor Co., LTD** in Tokyo (Japan)

(hereinafter “**Honda Japan**”) and **American Honda Motor Co. Inc.** in California (USA) (hereinafter “**Honda USA**”).

7. At all material times to the cause of action herein, Defendant Honda Canada, together with its affiliated companies/entities including without limitation Honda USA and Honda Japan, shared the common purpose and enterprise of *inter alia* designing, developing, manufacturing, testing, assembling, marketing, advertising, distributing, supplying, wholesaling, selling, and/or leasing the Subject Vehicles in Canada and within the Province of Quebec. Further, the business and interests of Honda Canada and its said affiliates entities are interwoven with that of the other, such that each is the agent of the other.

8. Honda Canada, Honda USA and Honda Japan are therefore engaged in an enterprise and are solidarily liable herein (hereinafter sometimes referred to collectively as “**Honda**”).

9. The “**Subject Vehicles**” means the model years 2019-2023 Acura RDX, the model years 2023-2024 Honda HR-V and the model years 2023-2024 Honda CR-V, which are designed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, wholesaled, leased and/or sold by Defendant. Plaintiff reserves the right to amend these proceedings in order to include any other vehicle models sold by Defendant which have the same or similar defects which cause the rear window / rear windshield to inexplicably shatter or break, as detailed hereinbelow.

The Situation:

10. Honda marketed the Subject Vehicles as safe, reliable, and high performing vehicles.

11. The Subject Vehicles' rear glass systems (namely the rear window, rear windshield, rear defroster grid, rear defroster heating elements, and the sealants, adhesives and specifications used to secure and insulate the rear glass) are defectively designed and/or manufactured.

12. What Honda indeed fails and neglects to disclose is that the Subject Vehicles' shared and common design philosophies and quality-control approaches render each of the Subject Vehicles' rear windows prone to unexpectedly shatter or break with no external impact, the whole dangerously and without warning, either while driving or while immobilized / parked, and sometimes when simply closing one of the vehicle's doors (hereinafter collectively the “**Rear Glass Systems Defects**” or the “**Defect(s)**”), and individually:

- a) for the Acura RDX Subject Vehicles, an incorrect specification for the rear defroster grid, as admitted by Honda in Acura Service Bulletin 22-014, Exhibit AP-6 below (the “**RDX Defect**”);
- b) for the Honda HR-V Subject Vehicles, contact, during the assembly process, between the sealer used to secure the rear glass and the rear defroster's heating elements, which creates a “hot spot” that weakens the glass over time, as admitted by Honda in Honda Service Bulletin 24-012, Exhibit AP-7 below (the “**HR-V Defect**”); and
- c) for the Honda CR-V Subject Vehicles, a defect presenting the same principal symptom – the spontaneous shattering of the rear window absent any external impact – the precise mechanical trigger of which is presently unknown to Plaintiff but the inclusion of Honda CR-Vs is more fully confirmed in the Exhibit AP-2 article below (the “**CR-V Defect**”).

13. Plaintiff pleads herein, as will eventually be demonstrated and established at the merits stage, that although the immediate mechanical trigger identified to date differs as between the HR-V Defect (sealer/defroster contact) and the RDX Defect (a glass or design deficiency that Honda itself describes as unrelated to the defroster), both defects, and, on information and belief, the CR-V Defect, stem from a common failure by Honda to properly design, specify, test, and quality-control the rear glass systems installed across the Subject Vehicles' models, and were each known to Honda and concealed from

consumers, as detailed further below.

14. On December 5, 2025, *The Car Guide* published an article entitled “More Honda, Acura Owners Dealing With Shattered Rear Windows”¹, a copy of which is communicated herewith as **Exhibit AP-2**, as though recited at length. In it, the said Defects affecting the Acura branded and Honda branded Subject Vehicles are confirmed and detailed *inter alia* as follows:

“Shattered rear windows are not limited to the 2023 Honda HR-V. Reports keep coming even though the problem has been known for quite some time now.

Several 2023-2024 Honda CR-V and 2019-2023 Acura RDX owners, among others, have also experienced a similar situation, as evidenced by complaints to U.S. authorities (NHTSA) and numerous posts on social media.

In the case of the HR-V, the sealer used to secure the rear glass may come in contact with the heating elements of the defroster, creating a “hot spot” over time and weakening the glass. The automaker has launched a “voluntary product update campaign” to replace potentially faulty windows, but no recall has been issued because, as Honda claims, the tempered glass doesn’t break into large and dangerous shards that could pose a risk of direct injury.

However, when it comes [sic] the RDX, for example, the rear defroster may not be directly to blame. What’s more, the windows tend to shatter in a more alarming way, sometimes just by closing one of the vehicle's doors, likely due to the

¹ <https://www.guideautoweb.com/en/articles/80560/more-honda-acura-owners-dealing-with-shattered-rear-windows/>

pressure change inside the cabin. This clearly demonstrates a weakness or design flaw in the glass.

What to Do?

There are currently no safety recalls on any Honda or Acura model to fix the problem and replace the rear windows that may shatter. A technical service bulletin has been created for dealerships to facilitate diagnosis and repairs. Apparently, owners have experienced shattering even with replacement windows.

The Car Guide contacted the manufacturer this week and received the following response:

“Honda Canada is aware of rare cases where the rear window shatters without impact on certain RDX vehicles. While Honda Canada is not currently taking any proactive measures in the market, we encourage any customer who believes this issue may have occurred with their vehicle to visit an Acura dealer so that the problem can be examined and, if applicable, repaired under warranty.””

15. As confirmed in the Exhibit AP-2 article quoted above, some Subject Vehicle owners have experienced the same rear window shattering even with replacement windows.
16. This therefore reasonably demonstrates that replacement rear windows / rear glass systems installed by Honda are also equally defective.
17. As also confirmed in the Exhibit AP-2 article quoted above, Honda has refused to issue a formal recall to address these serious and very hazardous Defects affecting the Subject Vehicles.
18. Although the Exhibit AP-2 article distinguishes between the mechanical trigger of

the HR-V Defect and that of the RDX Defect, both are manifestations of Honda's common failure to properly design, specify, test and quality-control the rear glass systems used across the Subject Vehicles' models.

19. Plaintiff communicates as **Exhibit AP-3**, the January 13, 2024 *Car Guide* article entitled “Honda to Replace Rear Window That Could Shatter on Some HR-Vs”². As mentioned in that article:

“The latest Honda HR-V has a rear defroster issue that sometimes results in shattered windows. In fact, more than 300 customers in the U.S. have filed a complaint to the National Highway Traffic Safety Administration (NHTSA).

What’s Honda going to do about it? Well, a company spokesperson has told Consumer Reports that it will replace rear windows on 2023 HR-Vs beginning in April.

Apparently, due to a manufacturing defect on those crossovers, the sealer used to secure the rear glass may come in contact with the heating elements of the defroster, creating a “hot spot” over time and weakening the glass. Honda still advises owners to continue using the rear defroster as necessary.

(...)

But let’s be real: a rear window that suddenly shatters may startle the driver and cause a loss of vehicle control which, at higher speeds or in traffic, could have serious consequences. We’ve seen a ton of recalls for much more trivial stuff than this.”

² <https://www.guideautoweb.com/en/articles/73313/honda-to-replace-rear-window-that-could-shatter-on-some-hr-vs/>

20. This AP-3 January 13, 2024 *Car Guide* article concluded by stating the following:

“Owners of a 2023 Honda HR-V on this side of the border should contact their local dealer or Honda Canada at 1-888-946-6329 if their rear window glass ever breaks. The good news is that Honda seems to have addressed the issue on the 2024 model that’s now on sale.”

21. However, this last statement in early 2024 is not accurate since the model year 2024 Honda HR-V Subject Vehicles are also affected by the same Defects, as confirmed in the “2023-2026 Honda HR-V Door Glass & Rear Window Shattering Issues” online resource³, a copy of which is communicated herewith as **Exhibit AP-4**.

22. Plaintiff files as **Exhibits AP-5.1, AP-5.2, and AP-5.3** the Transport Canada search results confirming that no recalls have been issued in Canada regarding the Subject Vehicles regarding the rear windshield / window shattering or breaking.

23. However, Honda has been well aware of these Defects for many years without issuing any recalls, while continuing to sell the Subject Vehicles to unsuspecting Class Members in Quebec and the rest of Canada.

24. Indeed, on July 10, 2022 (with a version 2 issued on October 28, 2022), Honda USA issued its Acura Service Bulletin 22-014, a copy of which is communicated herewith as **Exhibit AP-6**. In this Acura Service Bulletin 22-014, Honda admits the following without recalling the Subject Vehicles:

“Rear Windshield Glass Shattering

Supersedes 22-014, dated June 10, 2022, to revise the information highlighted in yellow.

³ <https://www.go-parts.com/garage/door-glass-honda-hr-v-2023-2026>

AFFECTED VEHICLES

Year	Model	Trim	VIN Range
2019	RDX	ALL	ALL
2020	RDX	2WD	5J8TC1H...L000001 Thru 5J8TC1H...L020269
2020	RDX	AWD	5J8TC2H...LL000001 Thru 5J8TC2H...LL039430

REVISION SUMMARY

Under AFFECTED VEHICLES, the VIN range was changed.

SYMPTOM

The rear windshield glass is shattered or broken with no external impact.

POSSIBLE CAUSE

Incorrect specification for the rear defroster grid.

CORRECTIVE ACTION

Inspect and replace the rear windshield glass.

(...)

WARRANTY CLAIM INFORMATION

The normal warranty applies.

(...)

INSPECTION PROCEDURE

- Make sure that the vehicle's front/rear bumper, tailgate, and rear wiper do not have any visual damage.

- Check the tailgate alignment. Make sure it opens and closes properly.
- If there are no signs of damage to the bumpers, tailgate, wiper, or alignment issues, and the tailgate opens and closes properly, go to the REPAIR PROCEDURE and replace the rear windshield glass.

REPAIR PROCEDURE

Replace the rear windshield glass. Refer to the service information> enter keyword **Rear Window**, then select **Rear Window Area** from the list.”

25. Thereafter, on July 17, 2024, Honda USA issued its Honda Service Bulletin 24-012 to its American network of dealerships, a copy of which is communicated herewith as **Exhibit AP-7**. In this Honda Service Bulletin 24-012, Honda admits the following without recalling the Subject Vehicles:

“Product Update: 2023 HR-V Rear Window Inspection

AFFECTED VEHICLES

Year	Model	Trim Level	VIN Range
2023	HR-V	ALL	Check the iN VIN status for eligibility

BACKGROUND

During the assembly process for some vehicles, the sealer used to secure the rear glass have contacted the defroster heating elements. This can lead to a hot-spot and the weakening of the glass over time as the defroster is used.

CUSTOMER NOTIFICATION

Owners of the affected vehicles will be sent a notification of this campaign. Do an iN VIN status inquiry to verify eligibility. Some vehicles affected by this

campaign may be in the dealer's new or used car inventory. Repair these vehicles before they are sold.

CUSTOMER REIMBURSEMENT

If the customer previously paid to have the rear glass replaced, even if they no longer own the vehicle, they may be eligible for reimbursement. If the customer received a customer letter refer to the attached reimbursement form for eligibility requirements, instructions, and the reimbursement procedure.

For any questions and support please call American Honda's Customer Support & Campaign Center at (1-888-234-2138).

CORRECTIVE ACTION

Inspect the rear glass. If necessary, replace the rear windshield glass."

26. This Honda USA Service Bulletin 24-012 purports to only pertain to the model year 2023 Honda HR-V although the model year 2024 Honda HR-V is also affected by the same Defects, as mentioned and confirmed above in **Exhibit AP-4** (which confirms that this Service Bulletin 24-012 does include the model year 2024).

27. The widespread nature of the Defect is further evidenced by the existence of a dedicated online Facebook community, entitled "Acura Shattered", consisting of more than 1,400 members, where owners, lessees, and consumers of Subject Vehicles have reported incidents of spontaneous rear window shattering and breakage. Members of this group have shared substantially similar experiences, including rear windows shattering without any external impact, refusals of the dealerships to cover the costs, and physical injuries due to window glass residues, extracts of which are communicated herewith as **Exhibit AP-8, en liasse**.

28. The above all clearly demonstrates that the Defects are neither isolated occurrences nor anecdotal in nature. Rather, it is a recurring problem and risk affecting all of the Subject Vehicles, the whole to Defendant's knowledge.

29. The Plaintiff further communicates herewith, as though recited at length herein for

the purposes of further fulfilling the burden to demonstrate an arguable case pursuant to Article 575 C.C.P., the Second Amended Class Action Complaint filed on August 12, 2024 before the United States District Court for the Central District of California Western Division, in the file of *McIntyre et al v. American Honda Motor Co., Inc.*, bearing case number 2:23-cv-07024, which is regarding the 2019-2023 Acura RDX vehicles, as **Exhibit AP-9.1** (the “**US RDX Class Action**”)

30. The Plaintiff further communicates herewith, as though recited at length herein for the purposes of further fulfilling the burden to demonstrate an arguable case pursuant to Article 575 C.C.P., the Second Amended Class Action Complaint filed on May 11, 2026 before the United States District Court for the Middle District of Pennsylvania, in the file of *Barnes et al v. American Honda Motor Co., Inc.*, bearing case number 1:23-cv-01782, which is regarding the 2023 Honda HR-V vehicles, as **Exhibit AP-9.2** (the “**US HR-V Class Action**”)

31. Many media outlets and online forums in the United States have reported on complaints from US owners or users of the Subject Vehicle models, relating to unexpected rear window breakage and shattering, copies and extracts of which are communicated herewith as **Exhibit AP-10, en liasse**. Consumers/users have indeed experienced instances of rear windows shattering not only when the vehicle is parked, but also following a single door closing. These reports further suggest that the Defect is not limited to isolated incidents occurring in Canada but rather affects the broader population of Subject Vehicles across North America.

32. In the US RDX Class Action (Exhibit AP-9.1), at paragraphs 8 and 9 (referring to and quoting from a specific Exhibit B document which Defendant is hereby summoned to communicate herein) the following is alleged and quoted:

"8. Based upon an anonymous communication recently received by Plaintiffs' counsel from an individual who claims to have worked at the East Liberty, Ohio assembly plant where the Vehicles were and are produced, Defendant has known about the propensity of these rear hatch windows to

spontaneously shatter since at least as early as the launch of these Vehicles in June 2018.

9. This anonymous communication reads as follows:

I am writing this email because I have become aware that you are one among a team of attorneys in litigation against Honda concerning the unexpected exploding of the rear hatch glass in the 3rd gen Acura RDX vehicles and I would like to help if I can. I have no doubt that you will be successful in your case against them. I say that because of what **I have witnessed personally while working at the Honda East Liberty assembly plant where the RDX is produced.**

This issue has been around since the launch of this model but very sporadic. **This issue has definitely been known by Honda and there will be records to prove it.** I can't provide those, I can just share some memories of events that I remember I witnessed. Maybe with my provided insights you can.

This 3rd gen RDX hatch is a composite material hatch that is a supplier part. The other models produced at ELP are steel and have the glass installed in house and have never had this issue. The first time I heard about this issue was when there were a couple of units with broken rear glass sitting inside. One had a story about a Vehicle Quality driver being on the test track and the glass just spontaneously exploded. The other was a return from the shipping lot of American Honda that the glass had just seemingly broken by itself. I was

skeptical of both explanations believing them to be acts of vandalism, but I quickly changed my mind when a rear glass exploded while a unit was idling past inside the plant. This issue got real in a hurry. The APQ department was the one who had to deal with the issue at first because as I have mentioned this hatch is a supplier part and they are our parts quality. They were tasked with testing the rear glass. **The chosen method was to walk around and every RDX on the property was struck in the rear glass with a rubber mallet to see if it would break.** As laughable as it seems, that was the test because it was not known at that time the real cause. APQ will be the department that was charged with replacing the no good hatches and the interior pieces that were showered in broken glass. **There will certainly be purchase records showing to what extent Honda was aware. This was such a problem that at one point roughly 70 units were lined up outside waiting to have the rear hatches replaced and all of the affected interior pieces replaced.**

It was such a huge problem that Honda changed safety protocol and started requiring the assembly associates to wear extra PPE, face shield or goggles, while installing because of potential safety hazard they were now being exposed to. This safety precaution also extended to the associates, assembly and weld department associates, at the end of the line who had to adjust the fitment of the T/G for fit and finish.

At some point it was decided to put shipping wrap on the inside of the RDX rear glass to prevent the interior from getting damaged by all the glass shrapnel. This change

resulted in the associates inspecting the rear washer function while seated in the driver's seat to be unable to see its function, so those units were being written up on their FIC, Final Inspection Card, for rechecks.

RDX FICs during that spike at the factory will show which units had experienced this problem. APQ records will show the extent of the financial loss that Honda was aware that just RDX in their possession were incurring because of this issue. VQD reports will show that these units were put on stop ship and will show cases they experienced."

33. In addition, in the US HR-V Class Action (Exhibit AP-9.2), at paragraph 8⁴, the following is confirmed:

"8. Indeed, in January 2024, after Plaintiffs initiated this lawsuit, Honda issued the following statement acknowledging the Rear Windshield Defect and stating that it would institute a "voluntary product update campaign related to this issue" at some point in the future, but it did not agree to replace all defective rear windshields at no cost to Class Vehicle owners and lessees, nor has it agreed to reimburse those owners who have already had to pay out of pocket to repair the defect:

"Our investigation has revealed that during the assembly process for some vehicles, the sealer used to secure the rear glass may come into contact with the heating elements of the defroster, leading to a hot spot and weakening of the glass over time as the defroster is used."

⁴ Quoting directly from the CBSnews.com article entitled "Honda HR-V owners gets answers about shattering rear windshields" (<https://www.cbsnews.com/pittsburgh/news/honda-hr-v-owners-answers-shattering-rear-windshields/>), a copy of which article is included in Exhibit AP-10.

“Honda will be initiating a voluntary product update campaign related to this issue and is working to secure the needed replacement parts as soon as possible. We estimate that this campaign will begin in April or May 2024. In the interim, any vehicle owner who experiences this type of rear glass breakage is invited to contact their nearest authorized dealer or Honda customer service (800-999-1009) to arrange a potential repair. Note that glass breakage due to external causes (impacts, etc.) is not covered by Honda's limited warranty but may be covered by a vehicle owner's insurance policy.”

34. Moreover, the US HR-V Class Action (Exhibit AP-9.2) at paragraph 138, refers to and quotes from a significant number of consumer complaints filed with the US National Highway Traffic Safety Administration (NHTSA) concerning the 2023 HR-V Subject Vehicles, all of which Plaintiff refers to herein as though recited at length (such complaints are indeed available for review on the NHTSA website, to the knowledge of Defendant).

35. Therefore, the existence of numerous complaints and media reports in both Canada and the United States supports the allegation and demonstration that Defendant knew or ought to have known of the Defects and of the risks associated therewith long before the institution of the present proceedings, warranting a claim for punitive damages in addition to other claims and damages herein.

36. Despite knowing of the serious safety risks from the Defect, Honda continues to sell and lease the Subject Vehicles to Plaintiff and the Class Members without disclosing it. Defendant has still not yet addressed the Defect's root causes, it does not currently have a remedy or fix to properly address the Defect and has not bought back the Subject Vehicles from the Class Members and Plaintiff.

37. However, and notwithstanding the safety risk and danger for users, passengers

and the public at large, Honda has not announced a recall of the Subject Vehicles.

38. Instead, Defendant negligently permits the Class Members to continue driving dangerous and hazardous Subject Vehicles, which represents further faults also warranting an award of punitive damages herein.

39. Additionally, the mere replacement of a shattered rear window by an equally defective window / rear glass systems does not eliminate or remedy the underlying Defects and safety risks. In the absence of a permanent and proper correction implemented by Defendant, the replacement rear windows will themselves be susceptible to the same spontaneous shattering and breakage (as confirmed in the Exhibit AP-2 article).

40. To date, Defendant has not disclosed the precise root causes of the Defect nor identified a permanent solution capable of preventing future occurrences. As a result, Plaintiff and Class Members who have already undergone repairs continue to face uncertainty regarding the safety, reliability, durability, and value of their vehicles, as well as the possibility of future rear window failures and additional repair expenses.

41. Plaintiff therefore brings this class action on behalf of himself and the proposed Class of owners, lessees and users of a Subject Vehicle, to hold Honda accountable for its defective products and the damages these consumers, owners, lessees or users have incurred as a result, including without limitation repair costs incurred, the decrease in value of the vehicle, gas or other transportation costs, parking charges, parking tickets, towing costs, rental costs, aggravation, inconvenience, fear, stress, loss of time, etc.

42. The Defects expose Plaintiff and Class Members, as well as the public at large, to an unreasonable risk of accident, injury, death, or property damage from the Subject Vehicles.

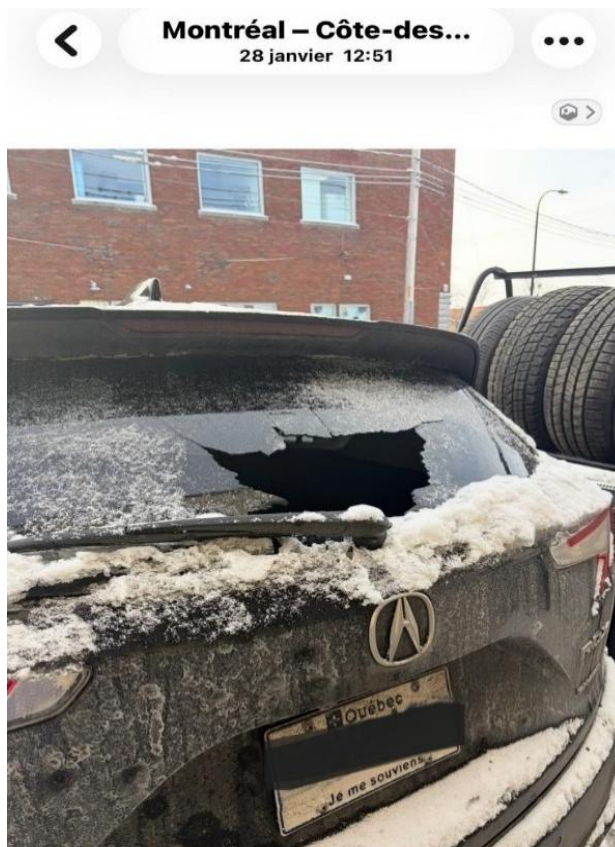
43. The serious danger from the Defects is real and ongoing.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

44. Plaintiff drives a 2019 Acura RDX Elite Subject Vehicle, bearing VIN: [REDACTED].

45. Plaintiff's Subject Vehicle is indeed one of the 2019 Acura RDX vehicles expressly identified as an affected vehicle in Honda Acura Service Bulletin 22-014 (Exhibit AP-6). As acknowledged therein, the affected vehicles are susceptible to the rear windshield glass shattering or breaking with no external impact as a result of an incorrect specification for the rear defroster grid. Plaintiff's Subject Vehicle experienced the very same defect acknowledged by Honda in Exhibit AP-6, as more fully detailed below.

46. On January 28, 2026, Plaintiff discovered that the rear windshield glass of his Subject Vehicle had unexpectedly shattered without any external impact, namely while parked and not in use. He took the following picture of the incident:



47. Plaintiff was therefore deprived of the normal use and enjoyment of his Subject Vehicle and was forced to immediately bring in his Subject Vehicle for repairs to the local Honda dealership, namely the *Acura Montréal Centre*, on 3900 Jean-Talon Ouest, Montréal (QC), H3R 2G8. Plaintiff also had to temporarily put on plastic sheets on the shattered rear window in order to cover the hole and prevent the cold weather from coming in. This represents further loss of time, unnecessary stress, discomfort, and inconvenience for which Defendant is liable.

48. That same day, the Honda dealership inspected the vehicle and quoted Plaintiff a total of \$1,174.12 plus taxes (in parts and labor) in order to replace the rear window of Plaintiff's Subject Vehicle, the whole as more fully appears from the *Devis de réparation*, communicated herewith as **Exhibit AP-11**.

49. Although Plaintiff asked, Honda refused to cover the entire cost under warranty or otherwise.

50. On January 28, 2026 as well, Plaintiff immediately called to file a complaint through Honda Canada Inc.'s website and received a response from Honda's customer service, a copy of Plaintiff's exchange of emails with Honda on January 28 and 30, 2026 are communicated herewith as **Exhibit AP-12**. It refers to Plaintiff's case number as being #04691207 and Defendant is hereby summoned to retain and communicate a complete copy of all documents, recordings, communications, reports, etc. included in that case number.

51. As appears from AP-12, on January 30, 2026, Plaintiff emailed a picture of his shattered rear window back to Honda's Customer Service and asked for an update, confirming that he needed his vehicle and could not drive it until it was repaired.

52. Plaintiff communicates herewith as **Exhibit AP-13** the video he personally recorded on February 2, 2026 of his said Subject Vehicle and shattered rear windshield.

53. From February 3, 2026 to February 5, 2026, Plaintiff communicated with Honda customer relations mediation specialist by telephone and by email, and he requested that Honda fully cover the costs associated with the rear window replacement, given that the damages were caused by the Defects and not by any misuse, accident, or external impact. Instead, Honda only offered to partially cover the window replacement, asking Plaintiff to pay a total of \$353 plus taxes. Plaintiff communicates herewith the February 3, 2026 to February 5, 2026 exchanges of emails with Honda, as **Exhibit AP-14, en liasse**.

54. Defendant therefore refused to fully cover and provide to Plaintiff the rear window replacement.

55. In order to mitigate damages, and since Plaintiff needed to continue driving his vehicle, Plaintiff paid under protest the total amount of \$414.69 for the rear window replacement, a copy of the February 9, 2026 invoice is communicated herewith as **Exhibit AP-15**.

56. Plaintiff hereby claims said amount from Defendant, together with additional damages and punitive damages.

57. Plaintiff experienced serious fear and anxiety when the Defect manifested itself,

as more fully detailed above, considering the serious safety risks caused by the Defect.

58. There are no recalls outstanding on Acura's online platform concerning Plaintiff's particular Subject Vehicle VIN, a copy of said recall search results are communicated herewith as **Exhibit AP-16**.

59. Plaintiff has ongoing stress, fear and anxiety solely caused by the Defects affecting his Subject Vehicle and Defendant's continued failure to remedy the Defect with proper and non-defective replacement parts. Plaintiff has not sought any medical attention in this regard but the fear, stress and anxiety is real, reasonable and justified under the circumstances.

60. Plaintiff therefore seeks compensation on behalf of all Class Members who incurred repair expenses in relation to shattered rear windows (whether having paid the full amount or a discounted amount for whatever reason).

61. Plaintiff further claims compensatory and moral damages from Defendant, in the amount determined by the Court, *sauf à parfaire*, including for the great loss of time, stress, and aggravation detailed above.

62. Plaintiff also claims punitive damages from Defendant, in the amount to be determined by the Court, on his behalf and on behalf of each Class Member.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

63. Each Class Member has purchased, leased or used a Subject Vehicle and/or has suffered damages, such as the decrease in value of the Subject Vehicle, repair costs, additional wear or damages to the vehicle, great inconvenience, stress, aggravation, fear, loss of time, extra costs, extra fees, parking costs, extra gas charges, taxis, ubers, etc., other disbursements, or car rental fees, etc.

64. All the Subject Vehicles are defective in that their rear glass systems are

defectively designed and/or manufactured making them prone to shatter or crack for no reason, as more fully detailed above.

65. As confirmed in Exhibit AP-2, some of the Subject Vehicles have experienced the defect more than once, since the replacement rear windows / rear glass systems are equally defective.

66. When the rear windshield shatters, hundreds of thousands of little pieces of broken glass fall into the cabin of the vehicle, sometimes into little crevices which are difficult if not impossible to reach and clean out. This causes additional aggravation for the users and Class Members, additional loss of time, additional repair or cleaning costs on top of the window replacement costs themselves and can cause a rattling noise when driving the vehicle (until all pieces of broken glass have been successfully removed from the vehicle). All of these represent damages suffered as a result of the Defects, for which Defendant is liable.

67. Plaintiff's and the Class Members' consent when purchasing or leasing the Subject Vehicle was vitiated as a result of the discovery of these serious Defects and security/safety risks, as described hereinabove.

68. Plaintiff and the Class Members would not have purchased or leased the Subject Vehicle had they been made aware of the Defects mentioned above.

69. The safety of the current owners, lessees, or users of the Subject Vehicles, and their passengers and pets is at risk due to the serious Defects mentioned above.

70. Defendant's intention to refuse to properly and timely repair the Subject Vehicles or to buy back the Subject Vehicles and resiliate the purchase or lease agreements, over many months/years, notwithstanding their knowledge of the Defects, show an intentional, malicious, oppressive and/or high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, and reiterating all the allegations above, punitive damages should be awarded to Plaintiff and the Class Members, independently from the compensatory damages claimed by Plaintiff

and the Class Members.

71. Indeed, Defendant has merely transferred the damages and inconvenience to the consumers and users of the Subject Vehicles, by refusing and/or failing to properly remedy the Defects while telling the consumers and users that the Defects are inexistent and/or not covered by warranty.

72. In addition, Defendant intentionally, abusively and in bad faith continued to sell the Subject Vehicles to unsuspecting consumers, after it had been made aware of the Defects. All Class Members who purchased or leased the Subject Vehicles after this time were even more severely and blatantly duped and misled by Defendant. They now have no choice but to endure this inconvenience and safety risk for even longer (with longer lease terms remaining, greater loss of value for new vehicles, etc.).

73. All this post-knowledge conduct, and the intentional faults and negligence by the Defendant (up until the time Defendant ultimately recalls and properly remedies the Defects or buys-back all the Subject Vehicles and indemnifies the Class Members), represent further facts and reasons warranting a condemnation in punitive damages against Defendant herein.

74. Punitive damages are appropriate in this situation in order to send a strong message to vehicle manufacturers that vehicle owners should never have to wait for months (or longer) for safety repairs to be performed and that manufacturers should not conceal safety issues and defects from their customers and the public at the time of sale. Indeed, punitive damages (provided for in Section 272 CPA) have a preventive objective, namely to discourage the repetition of such undesirable conduct.

75. Moreover, Section 6 of Quebec's Charter of Human Rights and Freedoms guarantees that every person has a right to the peaceful enjoyment of his/her property and Section 49 of the Quebec Charter stipulates that punitive damages can be awarded in the case of an unlawful and intentional interference of this right. Honda's conduct and knowledge, as detailed above, qualifies its conduct as "intentional".

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

76. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons:

77. Plaintiff is unaware of the specific number of persons who purchased, leased or used the Subject Vehicles, however, it is safe to estimate that it is in the tens of thousands across the country.

78. Class Members are numerous and are scattered across the entire province and country.

79. In addition, given the costs and risks inherent to litigation before the Courts, many people will hesitate to institute an individual action against the Defendant. Even if the Class Members themselves could afford such individual litigation, the Court system could not handle it as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendant would increase delay and expense to all parties and to the Court system.

80. Moreover, a multitude of actions instituted risk leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.

81. These facts demonstrate that it would be impractical, if not impossible, to contact each individual Class Member to obtain mandates and to join them in one action.

82. In these circumstances, a class action is the only appropriate procedure for all the Class Members to effectively access justice and pursue their respective rights.

83. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendant's defectively designed and/or manufactured Subject Vehicles.

84. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:

- a) Do the Subject Vehicles all suffer from common latent design and/or manufacturing defects in their rear glass systems, causing the rear window / rear windshield to inexplicably shatter or break without cause?
- b) Does a common design philosophy and/or quality-control failure by Defendant, across the Subject Vehicles' models, explain the defects affecting the three Subject Vehicles models?
- c) Did Defendant know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?
- d) Did Defendant fail to disclose material information to Class Members?
- e) Are Defendant's omission of material facts misleading and/or reasonably likely to deceive a Class Member?
- f) Is Defendant legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts?
- g) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- h) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?

- i) Did Defendant default in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays?
- j) Has Defendant failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?
- k) Does Defendant's conduct constitute a prohibited practice?
- l) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?
- m) Is Defendant liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?
- n) Is Defendant liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

85. The majority of the issues to be dealt with are issues common to every Class Member.

86. The interests of justice favor that this Application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

87. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages, product liability, consumer protection and injunctive relief.

88. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application:

GRANT the class action of the Representative Plaintiff and each of the Class Members;

ORDER Defendant to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

SUBSIDIARILY, ANNUL the sale or lease contract signed by Plaintiff and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendant to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendant to then retake possession and ownership of the said vehicles, at Defendant's costs;

CONDEMN the Defendant to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, gas charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages, including without limitation for stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay to the Plaintiff and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendant to bear the costs of the present action, including experts' fees and all notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and publication fees to advise the Class Members;

89. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a. Many Class Members (including the Plaintiff) are domiciled in the District of Montreal;
- b. Defendant has an elected domicile in the District of Montreal (Exhibit AP-1) and Defendant sells and attempts to repair the Subject Vehicles in the District of Montreal;
- c. The undersigned attorneys practice law in the District of Montreal;

90. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.) since Plaintiff:

- a. is a member of the class who used and uses a Subject Vehicle and suffered damages as a result of the Defects, as detailed above;
- b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;
- c. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. does not have interests that are antagonistic to those of other Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant

information to the present action and intends to keep informed of all developments;

g. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, Plaintiff reserving the right to file under seal and confidentially the list of Class Members having contacted the undersigned Class Counsel (with the Class Members' comments);

h. sought out the undersigned attorneys in order to institute the present class action proceedings on his behalf and on behalf of the Class Members;

i. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

91. The present Application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the institution of a class action in the form of an originating application in damages, product liability, consumer protection, and injunctive relief.

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

Class: All persons in Canada who own, purchased, lease, leased and/or used one or more of the Subject Vehicles namely: • 2019-2023 Acura RDX	Groupe: Toutes les personnes au Canada qui possèdent, ont acheté, louent, ont loué et/ou ont utilisé un ou plusieurs des véhicules en cause, à savoir :
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• 2023-2024 Honda CR-V • 2023-2024 Honda HR-V; or any other Group(s) or Sub-Group(s) to be determined by the Court.	• 2019-2023 Acura RDX • 2023-2024 Honda CR-V • 2023-2024 Honda HR-V; ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.
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IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Do the Subject Vehicles all suffer from common latent design and/or manufacturing defects in their rear glass systems, causing the rear window / rear windshield to inexplicably shatter or break without cause?
- b) Does a common design philosophy and/or quality-control failure by Defendant, across the Subject Vehicles' models, explain the defects affecting the three Subject Vehicles models?
- c) Did Defendant know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?
- d) Did Defendant fail to disclose material information to Class Members?
- e) Are Defendant's omission of material facts misleading and/or reasonably likely to deceive a Class Member?
- f) Is Defendant legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts?
- g) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are

normally used?

h) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?

i) Did Defendant default in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays?

j) Has Defendant failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?

k) Does Defendant's conduct constitute a prohibited practice?

l) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?

m) Is Defendant liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?

n) Is Defendant liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

IDENTIFY the conclusions sought by the action to be instituted as being the following:

GRANT the class action of the Representative Plaintiff and each of the Class

Members;

ORDER Defendant to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

SUBSIDIARILY, ANNUL the sale or lease contract signed by Plaintiff and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendant to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendant to then retake possession and ownership of the said vehicles, at Defendant's costs;

CONDEMN the Defendant to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, gas charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages, including without limitation for stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay to the Plaintiff and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendant to bear the costs of the present action, including experts' fees and all notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and publication fees to advise the Class Members

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the Class at thirty (30) days from the date of the publication or notification of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein, by way of direct mail and or emails to Class Members, bilingual press releases, and notices published in LA PRESSE, the MONTREAL GAZETTE, the JOURNAL DE MONTREAL, the NATIONAL POST and the GLOBE AND MAIL, and **ORDER** Defendant to pay for all said publication costs;

ORDER that said notices be available on all of Defendant's websites, Facebook page(s), X (formerly Twitter) account(s), Instagram account(s), and LinkedIn account(s) regarding the Subject Vehicles, with a proper link the wording of which will be determined by the Court.

THE WHOLE with legal costs, including all publication costs, the Court stamp filing fees and service costs.

MONTREAL, July 17, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
Telephone: 514.451.5500 ext. 101
Fax: 514.940.1605

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

- Exhibit AP-1:** *Registraire des entreprises du Québec* (REQ) report on Defendant Honda Canada Inc.;
- Exhibit AP-2:** The December 5, 2025, *Car Guide* article entitled "More Honda, Acura Owners Dealing With Shattered Rear Windows";
- Exhibit AP-3:** The January 13, 2024, *Car Guide* article entitled "Honda to Replace Rear Window That Could Shatter on Some HR-Vs";
- Exhibit AP-4:** A copy of the "2023-2026 Honda HR-V Door Glass & Rear Window Shattering Issues" online resource;
- Exhibit AP-5.1** The Transport Canada recall search results for the Acura RDX model;
- Exhibit AP-5.2:** The Transport Canada recall search results for the Honda HR-V model;
- Exhibit AP-5.3:** The Transport Canada recall search results for the Honda CR-V model;
- Exhibit AP-6:** A copy of Acura Service Bulletin 22-014, dated July 10, 2022 (version 2: October 28, 2022), *en liasse*;
- Exhibit AP-7:** A copy of Honda Service Bulletin 24-012, dated July 17, 2024;
- Exhibit AP-8:** Extracts from the "Acura Shattered" Facebook community, *en liasse*;
- Exhibit AP-9.1:** A copy of the Second Amended Class Action Complaint filed on August 12, 2024, in *McIntyre et al. v. American Honda Motor Co., Inc.*, case no. 2:23-cv-07024 (C.D. Cal.);

- Exhibit AP-9.2:** A copy of the Second Amended Class Action Complaint filed on May 11, 2026 in *Barnes et al. v. American Honda Motor Co., Inc.*, case no. 1:23-cv-01782 (M.D. Penn.);
- Exhibit AP-10:** Copies and extracts of US media and online forums regarding the Subject Vehicles, *en liasse*;
- Exhibit AP-11:** A copy of the January 28, 2026 *Devis de réparation* issued by the Honda dealership;
- Exhibit AP-12:** A copy of the exchange of emails between Plaintiff and Honda Canada customer service, dated January 28 and 30, 2026;
- Exhibit AP-13:** A video recorded by Plaintiff on February 2, 2026 of his Subject Vehicle's shattered rear windshield;
- Exhibit AP-14:** A copy of the exchange of emails between Plaintiff and Honda Canada, from February 3 to February 5, 2026, *en liasse*;
- Exhibit AP-15:** A copy of the February 9, 2026 invoice for the rear window replacement ;
- Exhibit AP-16:** A copy of the Acura recall search results for Plaintiff's Subject Vehicle VIN.

These exhibits are available on request.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, July 17, 2026

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

NOTICE OF PRESENTATION

(Article 108 of the Directives of the Superior Court, Division of Montreal)

TO:**HONDA CANADA INC.**

Elected domicile:

2700-1000 rue Sherbrooke Ouest,
in the City and District of Montreal,
Province of Quebec,
H3A 3G4,

Head office:

180, Honda Boulevard,
in the City of Markham,
Province of Ontario,
L6C 0H9.

Defendant

TAKE NOTICE that APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION will be presented before the Superior Court at the Montreal Courthouse, located at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on a date to be determined by the coordinating Judge of the Class Action Division.

GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, July 17, 2026

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

(Class Actions Division)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

M [REDACTED] M [REDACTED]

Plaintiff

vs.

HONDA CANADA INC.

Defendant

APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION

ORIGINAL

Me David Assor



BL 5606

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