

HONDA CANADIAN OIL DILUTION CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE

Made at Toronto as of the * day of *, 2020

TABLE OF CONTENTS

TABLE OF EXHIBITS	1
RECITALS	2
SECTION 1 – DEFINITIONS.....	5
SECTION 2 – SETTLEMENT CLASS AND SETTLEMENT ADMINISTRATOR.....	10
SECTION 3 – SETTLEMENT CONSIDERATION	11
SECTION 4 – SETTLEMENT ADMINISTRATION	15
SECTION 5 – OBJECTIONS AND OPTING OUT	21
SECTION 6 – TERMINATION.....	23
SECTION 7 – CLAIMS BAR	25
SECTION 8 – PAYMENTS TO CLASS COUNSEL.....	26
SECTION 9 – RELEASES.....	26
SECTION 10 – ENFORCEMENT OF THIS AGREEMENT	27
SECTION 11 – COVENANT NOT TO SUE.....	27
SECTION 12 – REPRESENTATIONS AND WARRANTIES.....	28
SECTION 13 – MISCELLANEOUS TERMS	29

TABLE OF EXHIBITS

Exhibit	Description
A	Notice
B	Notice Plan
C	Notice and Certification Order
D	Claim Form
E	Opt Out Form
F	Settlement Approval Order
G	Customer Product Update Letters

RECITALS

A. WHEREAS this Agreement (**all terms defined below**) is entered into between and among the Plaintiff on behalf of herself and as representative of Settlement Class Members on the one hand, and Honda on the other hand, by and through their undersigned counsel, in order to fully and finally settle and resolve the Litigation and to effect dismissal with prejudice of all of the Released Claims asserted against Honda in the Litigation on the terms set forth herein, subject to the approval of the Court;

B. WHEREAS the Plaintiff initiated this Litigation on August 23, 2018 in relation to an alleged engine defect that causes fuel dilution of the engine oil, or ODC, and which is alleged to result in dangerous fumes, premature failures, stalling events, and other dangerous situations for drivers and vehicle occupants that place them at an increased risk of injury;

C. WHEREAS the Plaintiff further asserts that injuries and damages have in fact resulted from the alleged engine defect or ODC, and alleges a) she and her family members suffered headaches and nausea, b) she suffered from emotional distress and an increased risk of serious property damage or injury, and c) she sustained costs, expenses, inconvenience, a fear of driving, and a loss of use and value of her vehicle, which injuries, losses, and damages and risks of injury, losses and damages are allegedly shared by the proposed class;

D. WHEREAS proposed Class Members allegedly have incurred or will incur out of pocket expenses arising from alleged property damage, repairs, and loss of use of their vehicles;

E. WHEREAS the Plaintiff has asserted various common law liability claims in the Litigation against Honda because of the alleged engine defect (ODC), including claims alleging negligence, failure to warn, misrepresentation, breach of warranty and contract, and unjust enrichment;

F. WHEREAS Honda denies all of the allegations in the Litigation, denies that it has engaged in any wrongdoing, denies that the Plaintiff's claim is meritorious, or that the Plaintiff or the Class have suffered physical or mental injury, distress or damage or that they or any of them are entitled to any relief as a result of any conduct on the part of Honda which denies that it is legally

responsible or liable to the Plaintiff or any member of the Class for any of the matters asserted in this Litigation;

G. WHEREAS Honda Canada had offered the Warranty Extension and Product Update prior to this Settlement, and will continue to implement the Warranty Extension and Product Update under this Agreement, and whereas the Plaintiff alleges that Class Members have incurred or will incur damages or losses and have or will suffer injury or harm arising from ODC or from refraining from driving a recalled Class Vehicle owing to fear of operating it pending obtaining the Warranty Extension and Product Update;

H. WHEREAS the Parties agree that neither this Agreement nor the Settlement shall be construed as an admission by Honda of any wrongdoing whatsoever including an admission of a violation of any statute or law, or of liability relating to the claims or allegations in the Litigation;

I. WHEREAS the Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed or admissible as an admission by Honda in the Litigation or any other proceeding that the Plaintiff's claims, or similar claims, are or would be suitable to proceed as a class action;

J. WHEREAS Class Counsel are experienced in this type of class litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in the interest of all Settlement Class Members to resolve this Litigation, and any and all claims against Honda arising from the conduct alleged in the Litigation as set forth in this Agreement;

K. WHEREAS Honda, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to defend the Litigation, and for the purpose of fully and finally resolving, on a national basis, all Released Claims that were or could have been asserted by the Plaintiff and Settlement Class Members, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

L. WHEREAS the Parties have investigated the facts and underlying events relating to the subject matter of the Litigation, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens

and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Plaintiff and Settlement Class Members;

M. WHEREAS the Parties seek to compromise and resolve, finally and completely, all claims arising from, or relating to, the alleged ODC, including claims that were, or could have been, asserted in this Litigation by the Plaintiff and/or Settlement Class Members related to the ODC;

N. WHEREAS Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Plaintiff and Settlement Class Members, and that Class Counsel have consulted with and confirmed that the Plaintiff supports and has no objection to this Agreement;

O. WHEREAS the Plaintiff asserts she is an adequate class representative for the present Agreement;

P. WHEREAS as a result of arm's-length negotiations, the Parties have entered into this Agreement, providing for a national class-wide settlement of the Litigation and a release of the Released Claims by Settlement Class Members, which will resolve all Released Claims against Honda and the Releasees that were or could have been alleged in the Litigation;

Q. WHEREAS it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, provincial, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Honda or any of the Releasees, or of the truth or legal or factual validity or viability of any of the Released Claims or the claims Plaintiff have or could have asserted in the Litigation;

R. NOW THEREFORE, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Plaintiff, Class Counsel, and Honda agree as follows:

SECTION 1 – DEFINITIONS

1.1 “**Agreement**” means this Honda Canadian Oil Dilution Class Action Settlement Agreement and Release and exhibits hereto, including any subsequent amendments and any exhibits to such amendments.

1.2 “**Appeal Adjudicator**” means the third party adjudicator (such as Epiq Class Action Services Inc. or a similar third party) appointed by Honda Canada to hear appeals of denied Claims.

1.3 “**Appeal Notice**” means written notice containing a statement of reasons why the Settlement Class Member contests the denial of a Claim, along with any additional supporting documentation.

1.4 “**Claim**” means a request for compensation and reimbursement under Section 3 of this Agreement.

1.5 “**Claim Form**” means a form without material alteration from Exhibit “D” attached hereto, or an electronic equivalent that is formatted for ease of completion on the Website, that is to be completed by a Settlement Class Member to request reimbursement under this Agreement.

1.6 “**Claims Period**” means the time period during which a Settlement Class Member may submit a Claim Form, which period shall be sixty (60) days after the Effective Date.

1.7 “**Class**” means all current and former owners or lessees of Honda MY 2016-2018 Civic vehicles and MY 2017-2018 CR-V vehicles equipped with the 1.5 litre turbocharged engine, who reside in Canada, and who purchased or leased their Class Vehicles (other than for purposes of resale or distribution) in Canada.

1.8 “**Class Counsel**” means the law firm of McKenzie Lake Lawyers LLP.

1.9 “**Class Counsel Fee**” means the total fixed sum, if any, approved by the Court in an amount no greater than that agreed to by the Parties in a separate Class Counsel fee agreement, to be paid to Class Counsel in full satisfaction and final payment of all of Honda’s obligations in respect of fees, disbursements and taxes in connection with the Litigation, including, without limitation, any

fees or levies by the Law Society of Ontario or the Fonds d'aide aux actions collectives (Quebec) or any future fees or costs of any kind to be incurred in connection with administering or monitoring the Settlement during the Settlement administration process provided for in this Agreement.

1.10 “**Class Vehicles**” means the Honda MY 2016-2018 Civic vehicles and MY 2017-2018 CR-V vehicles equipped with the 1.5 litre turbocharged engine.

1.11 “**Common Issue**” means the issue of whether the ODC issue existed in some or all of the Class Vehicles.

1.12 “**Court**” means the Ontario Superior Court of Justice.

1.13 “**Customer Product Update Letters**” means the letters previously sent by Honda Canada to owners of Class Vehicles describing the Product Update, attached hereto as Exhibit “G”.

1.14 “**Defence Counsel**” means McMillan LLP.

1.15 “**Effective Date**” of this Agreement means the date when all of the following conditions have occurred:

- (1) this Agreement has been fully executed by the Parties and their counsel;
- (2) the Notice and Certification order has been issued, entered, and is Final;
- (3) the Notice has been disseminated and the Website has been created;
- (4) the Court has entered a Settlement Approval Order; and
- (5) the Settlement Approval Order is Final.

1.16 “**Final**” when referring to a judgment or order means that the judgment or order has been issued by the Court without material amendment, and where the time to appeal the order has expired without any appeal being taken, or where there has been a final disposition of all appeals without any reversal or material amendment of the order.

1.17 “**Honda**” means Honda North America, Inc., American Honda Motor Co. Inc., Honda Motor Company Ltd., and Honda Canada Inc.

1.18 “**Honda Canada**” means Honda Canada Inc.

1.19 “**Litigation**” means the putative class proceeding bearing Court File No. 1713/18 commenced in the Ontario Superior Court of Justice in London, Ontario by the Plaintiff against Honda North America, Inc., American Honda Motor Co. Inc., Honda Motor Company Ltd., and Honda Canada Inc.

1.20 “**Notice**” means the Court-approved form of notice of the Settlement which shall be without material alteration from Exhibit A attached hereto.

1.21 “**Notice and Certification Order**” means the order to be issued and entered by the Court substantially in the form attached hereto as Exhibit “C” (i) approving the Notice, (ii) approving the Notice Plan, and (iii) certifying the Litigation for settlement purposes.

1.22 “**Notice Date**” means the date by which the Settlement Administrator completes the mailing of a copy of the Notice by first class mail, postage prepaid, in accordance with the Notice Plan.

1.23 “**Notice Plan**” means the plan for providing class-wide notice of the Settlement, attached hereto as Exhibit “B”.

1.24 “**Oil Dilution Condition**” or “**ODC**” means the condition related to abnormally high oil levels, due to alleged oil dilution, that can result in a check engine light a/k/a malfunction indicator lamp (“MIL”) being illuminated and for which Honda will provide the Warranty Extension and Product Update.

1.25 “**Opt Out Deadline**” means the date that is forty-five (45) days after the Notice Date.

1.26 “**Opt Out Form**” means the document in the form attached hereto as Exhibit “E”.

1.27 “**Opt Out Threshold**” means fifty (50) timely and valid opt outs.

1.28 “**Parties**” means Honda and the Plaintiff.

1.29 “**Plaintiff**” means Aimee Skye.

1.30 “**Product Update**” means the product update to Class Vehicles provided by Honda Canada prior to the issuance of the Litigation, and as continued to be provided to Class Vehicles under sections 4.5 to 4.7 of this Agreement.

1.31 “**Proof of Expenses**” means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the reimbursable expenses paid by the Settlement Class Member due to ODC issues. Sufficient proof shall include one or more contemporaneous writings, including but not limited to third-party receipts, invoices, and repair orders or bills, which, either individually or collectively, prove the existence of an ODC issue and the amount of the expense.

1.32 “**Released Claims**” means any and all past, present, future or potential claims, demands, losses, suits, proceedings, payment of obligations, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, requests for relief of any kind, damages, whenever incurred, or liabilities of any nature whatsoever, whether personal, derivative or subrogated, known or unknown, anticipated or unanticipated, fixed or contingent, suspected or unsuspected, matured or un-matured, accrued or un-accrued, personal or representative, direct or indirect, individual, class, or otherwise in nature, and including interest, costs, disbursements, expenses, administration expenses, penalties and lawyers' fees (including Class Counsel's fees, costs, taxes, disbursements and expenses), statutory or regulatory obligations, or judgments, whether in law, under statute, civil or criminal, whether sounding in tort, contract, equity, nuisance, negligence or strict liability, and which have been, could have been, or may be asserted by or on behalf of any person, including but not limited to claims for alleged misrepresentation, unlawful business practices, negligent design, testing, manufacture, installation, investigation, inspection, non-disclosure, recall, and alleged failure to warn, to report, or to provide replacement vehicles or engines, some or all of which allegedly resulted in property damage, diminished vehicle value, diminished vehicle lifetime, lower vehicle resale

value, loss of use of vehicles, expenditures for rental vehicles or other alternative transportation, repair costs, trouble and inconvenience, emotional distress, pain and suffering, mental anguish, and consequent loss, that the Plaintiff and/or any Settlement Class Member, or any one of them, in any capacity whatsoever, now have, ever had or may have in the future, relating in any way whatsoever, directly or indirectly, to any and all allegations in the Litigation, but excluding any claim for or relating to bodily injury and its sequelae arising from ODC in the Class Vehicles.

1.33 “**Releasees**” means jointly, severally, solidarily, and collectively, Honda and its respective parents, subsidiaries, and affiliates, and their respective past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, managers, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Releasee even though not identified by name herein.

1.34 “**Releasors**” means, jointly, severally, solidarily and collectively, any Settlement Class Members, any person who may be entitled to make any personal, subrogated, derivative or other claim pursuant to any contract, law, statute or in equity based upon any relationship with a Settlement Class Member, any person or organization deemed to be a Releasor by operation of this Agreement, and the respective parents, subsidiaries, officers, administrators, managers, employees, servants, affiliates, predecessors, successors, heirs, beneficiaries, executors, administrators, insurers and assigns of any of the foregoing.

1.35 “**Settlement**” means the settlement provided for in this Agreement.

1.36 “**Settlement Administrator**” means a third-party person or organization retained and directed by Honda Canada, and/or the group of Honda Canada employees designated by Honda Canada, to be responsible for administering the Settlement under this Agreement.

1.37 “**Settlement Approval Hearing**” means a hearing by a Court to determine whether this Settlement is fair and reasonable, and to approve the Class Counsel Fee, such hearing to be no

earlier than ninety (90) days after the Notice Date, subject to approval of the Court.

1.38 “**Settlement Approval Order**” means an order substantially in the form attached as Exhibit “F” approving the Settlement and approving the Class Counsel Fee, by the Court.

1.39 “**Settlement Class**” means all current and former owners or lessees of Class Vehicles who reside in Canada, and who purchased or leased their Class Vehicles (other than for purposes of resale or distribution) in Canada, and who do not validly opt out of the Settlement pursuant to the procedure set forth in this Agreement.

1.40 “**Settlement Class Member**” means an individual member of the Settlement Class.

1.41 “**VIN**” means the vehicle identification number of a Class Vehicle.

1.42 “**Warranty Extension**” means the extension by Honda Canada of the factory warranty of each Class Vehicle, solely to cover ODC issues, to the date that ends six (6) years after the original sale or lease date, with no mileage limitation.

1.43 “**Website**” means the dedicated website created and maintained by the Settlement Administrator, which shall contain relevant documents and information about the Settlement as provided in this Agreement.

SECTION 2 – SETTLEMENT CLASS AND SETTLEMENT ADMINISTRATOR

2.1 Solely for purposes of implementing this Agreement and effectuating the Settlement, the Parties shall consent to the Notice and Certification Order, and consent to certification, for settlement purposes only, of the Class.

2.2 The Plaintiff agrees that, in the motion seeking the Notice and Certification Order, the only common issue that she will seek to certify is the Common Issue, and the only class that she will seek to certify and authorize is the Class.

2.3 Neither the certification of the Class pursuant to the terms of this Agreement nor the statement of the Common Issue shall constitute, or be construed as, an admission on the part of Honda that the Litigation or any other proposed class action, is appropriate for certification as a

litigation class under any applicable law, or that the Common Issue or any other common issue is appropriate for certification on a contested basis in the Litigation or on any basis in any other proceeding.

2.4 Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that Honda Canada or its third party designate will be appointed as Settlement Administrator, subject to the approval of the Court.

2.5 The Parties, Class Counsel and Defence Counsel shall use their best efforts to cooperate and take all reasonable actions to give effect to the Settlement and the terms and conditions of this Agreement. If the Court fails to grant the Notice and Certification Order or Settlement Approval Order, then the Plaintiff, Class Counsel, Defence Counsel and Honda will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not grant the Notice and Certification Order and the Settlement Approval Order, then this Agreement will be terminated in accordance with Section 7.

SECTION 3 – SETTLEMENT CONSIDERATION

3.1 In exchange for the dismissal of the Litigation, with prejudice, and as part of the consideration Honda is paying in exchange for the releases herein, Honda Canada agrees to provide the consideration set out in this Section 3 to the Settlement Class.

3.2 The purpose of the compensation and reimbursements to be provided under this Section 3 is to reimburse and compensate Settlement Class Members who were fearful of driving a Class Vehicle, suffer or suffered injury, harm, or damages due to ODC, or incurred or will incur out of pocket costs as a direct result of ODC.

Reimbursements for Towing Expenses Occurring Before the Notice Date

3.3 Settlement Class Members who paid for past towing as a direct result of ODC may submit a Claim for reimbursement of those costs if all of the following conditions are met, provided that Honda Canada reserves the right to ask for reasonable additional information and/or documentation to substantiate Proof of Expenses:

- i. A Class Vehicle was towed by a licensed towing company before the Notice Date;
- ii. The tow was required due to ODC causing: a) illumination of the MIL; b) the vehicle to go into “limp mode”; or c) engine failure;
- iii. A diagnostic technical code for engine misfire or fuel mixture rich code related to ODC was present in the Class Vehicle; and
- iv. Proof of Expenses is provided.

3.4 Settlement Class Members must submit a valid Claim Form within the Claims Period to be eligible for consideration for reimbursement.

3.5 Should Honda Canada or the Settlement Administrator request additional information and/or documentation to substantiate Proof of Expenses, the Settlement Class Member shall provide the additional information and/or documentation requested within thirty (30) days of the date of the request.

3.6 Reimbursements will not include any amounts previously reimbursed by any party, including pursuant to other litigation, warranty or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise.

3.7 In no event shall monetary compensation be issued to Settlement Class Members by Honda Canada under the Settlement prior to the Effective Date.

Reimbursements for Oil Change Expenses Occurring Before the Notice Date

3.8 Settlement Class Members who paid for past oil changes as a direct result of ODC may submit a Claim for reimbursement of those costs if all of the following conditions are met, provided that Honda Canada reserves the right to ask for reasonable additional information and/or documentation to substantiate Proof of Expenses:

- i. The oil change was for a Class Vehicle and occurred before the Notice Date;
- ii. The Settlement Class Member had complained about ODC to Honda Canada or an authorized Honda dealer at any time before the oil change;
- iii. The Settlement Class Member’s ODC complaint(s) are verified by adequate Honda Canada (or authorized Honda dealer) documentation;

iv. The Settlement Class Member provides proof that the vehicle's oil was changed on or before 8,000 kilometers from the prior oil change because of ODC issues; and

v. Proof of Expenses is provided.

3.9 Settlement Class Members must submit a valid Claim Form within the Claims Period to be eligible for consideration for reimbursement.

3.10 Should Honda Canada or the Settlement Administrator request additional information and/or documentation to substantiate Proof of Expenses, the Settlement Class Member shall provide the additional information and/or documentation requested within thirty (30) days of the date of the request.

3.11 Reimbursements will not include any amounts previously reimbursed by any party, including pursuant to other litigation, warranty or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise.

3.12 In no event shall monetary compensation be issued to Settlement Class Members by Honda Canada under the Settlement prior to the Effective Date.

Reimbursements for Past Diagnostic Costs Occurring Before the Notice Date

3.13 Settlement Class Members who paid out-of-pocket for diagnostic costs relating to ODC may submit a Claim for reimbursement of those costs, up to CA\$325, if all of the following conditions are met, provided that Honda Canada reserves the right to ask for reasonable additional information and/or documentation to substantiate Proof of Expenses:

- i. The diagnostics were completed on a Class Vehicle before the Notice Date;
- ii. The Settlement Class Member was charged for diagnostics related to ODC issues;
- iii. The Settlement Class Member's ODC complaint(s) are verified by adequate Honda (or an authorized Honda dealer) documentation; and
- iv. Proof of Expenses is provided.

3.14 Settlement Class Members must submit a valid Claim Form within the Claims Period to be eligible for consideration for reimbursement and this reimbursement is capped at CA\$325.

3.15 Should Honda Canada or the Settlement Administrator request additional information and/or documentation to substantiate Proof of Expenses, the Settlement Class Member shall provide the additional information and/or documentation requested within thirty (30) days of the date of the request.

3.16 Reimbursements will not include any amounts previously reimbursed by any party, including pursuant to other litigation, warranty or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise.

3.17 In no event shall monetary compensation be issued to Settlement Class Members by Honda Canada under this Settlement prior to the Effective Date.

SECTION 4 – WARRANTY EXTENSION AND PRODUCT UPDATE

4.1 As part of the consideration Honda is paying in exchange for the releases herein, Honda Canada shall continue to provide the Warranty Extension and Product Update in accordance with this Agreement.

Extension of Warranty for ODC Issues

4.2 Effective no later than the Effective Date, Honda Canada will continue to provide the Warranty Extension to Class Vehicles.

4.3 The Warranty Extension is subject to the same terms and conditions as the original, written factory warranty issued at the original point of sale or lease of each Class Vehicle as the latter applies to ODC, except as specifically modified herein. Nothing in this Agreement will be construed as adding to, diminishing or otherwise affecting any express or implied warranty, duty or contractual obligation of Honda Canada in connection with the Class Vehicles, except as it relates to ODC as set forth herein.

4.4 For any incident of ODC during the Warranty Extension for any Class Vehicle, Honda Canada may continue to implement any additional customer satisfaction or goodwill policy, program or procedure at its discretion, and may extend goodwill consideration to individual members of the Class on a case-by-case basis, except that in no case shall a member of the Class

obtain more than full recovery (e.g., any goodwill or other payment will reduce or eliminate the right to recover under this Settlement for the same benefit previously provided).

Product Update

4.5 Consistent with Honda's intention prior to the issuance of the Litigation, Honda shall continue to provide the Product Update to Class Vehicles in Canada as set out in the Customer Product Update Letters, attached hereto as Exhibit "G", which have been previously disseminated to customers to advise them of same.

4.6 As set out in the previously-disseminated Customer Product Update Letters, the Product Update will include a software update to the Class Vehicle's engine's control unit and continuously variable transmission. On some Class Vehicles, the Product Update will also include a software update to the vehicle's climate control unit.

4.7 The Product Update limits oil dilution by modifying the engine and transmission operating parameters and improving the speed of engine warm up. As part of the Product Update service, engine oil will be replaced to remove any excess fuel or moisture that may have accumulated in the engine oil.

SECTION 5 – SETTLEMENT ADMINISTRATION

5.1 Honda Canada shall be responsible for all costs of class notice and settlement administration. In no event shall Class Counsel be responsible for any costs associated with class notice or settlement administration.

5.2 The Settlement Administrator will be responsible for implementing the Notice Plan and maintaining the Website.

5.3 The Settlement Administrator will arrange for dissemination of the Notice in accordance with the Notice Plan as soon as practicable after the Notice and Certification Order is Final.

5.4 Promptly after the execution of this Agreement, or as soon as possible depending on the availability of the Court, the Parties will seek the Notice and Certification Order in the form of

Exhibit “C” hereto from the Court which shall (i) certify the Class for settlement purposes only, (ii) approve the text of the Notice, and (iii) approve the Notice Plan.

5.5 Honda Canada will ensure that this Agreement as well as the exhibits and Notice are translated into French prior to the Notice Date. In the event of any conflict between the French and English versions of this Agreement or any exhibit, however, the English version shall prevail.

5.6 The Parties agree that the Notice and the Notice Plan to be implemented pursuant to this Agreement are reasonable, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice of the Settlement and the other matters set forth in the Notice to all persons entitled to receive notice, and fully satisfy the requirements of class action legislation in Ontario and Canadian natural justice.

5.7 The Settlement Administrator shall undertake various administrative tasks, including without limitation:

- a) disseminating the Notice and Claim Form in accordance with the Notice Plan;
- b) the creation and maintenance of the Website;
- c) publishing on the Website the necessary content to permit electronic access to Claim Forms and the online submission of Claim Forms, Proof of Expenses and other required documentation;
- d) developing processes and procedures for handling returned mail and deficient Claim Forms;
- e) maintaining a mailing address to which members of the Class can send Opt Out Forms, Claim Forms and other correspondence; and
- f) processing Claim Forms submitted.

5.8 If Notice to a member of the Class is returned undelivered and a forwarding address is provided, the Settlement Administrator will re-send the Notice to that Class member one additional time.

5.9 Honda Canada will notify authorized Honda dealers about the Product Update and Warranty Extension via Honda's message system prior to sending Notice to the Class.

5.10 The Settlement Administrator will establish and maintain the Website that will make available documents relating to the Settlement (including the Notice, Opt Out Form, and Claim Form) available for download. Within fourteen (14) days of the entry of the Certification and Notice Approval Order, the Settlement Administrator will post the Agreement, the Notice, the Opt Out Form, and the Claim Form on the Website.

5.11 Class Counsel shall also publish the Notice on their website.

5.12 The Settlement Administrator will host a toll-free telephone number that will be staffed during normal business hours where member of the Class may make inquiries about the Settlement and request copies of the Claim Form, orders of the Court, the Opt Out Form, the Notice, and a copy of this Agreement.

5.13 Promptly after the Notice Date, Class Counsel shall schedule the Settlement Approval Hearing to be heard on a date to be decided by the Court to obtain the Settlement Approval Order.

5.14 Promptly after the Settlement Approval Order is Final, the Litigation shall be dismissed with prejudice as against Honda. The Parties agree to request the Court dismiss the Litigation with prejudice as against Honda in the Settlement Approval Order.

5.15 Should the Court refuse to approve this Agreement on substantially the same terms as set out herein during the Settlement Approval Hearing, this Agreement will terminate in accordance with Section 7.

Claim Evaluation Procedure

5.16 Settlement Class Members who believe they are eligible for any reimbursement under the Agreement must send the Settlement Administrator by mail, or submit through the Website, a completed copy of the Claim Form, Proof of Expenses, and other required documentation as set forth above in Section 3, postmarked or submitted through the Website during the Claims Period, showing that they are eligible for the reimbursement. Upon receiving a Claim Form and

accompanying documentation, the Settlement Administrator will review the documentation and take one of the following steps, as appropriate:

- a) confirm the Settlement Class Member's eligibility for reimbursement;
- b) deny the Settlement Class Member's eligibility for reimbursement; or
- c) request reasonable additional information and/or documentation to substantiate Proof of Expenses.

5.17 If the Settlement Administrator requests additional information and/or documentation to substantiate Proof of Expenses, the Settlement Class Member shall provide the information requested within thirty (30) days of the date of the request. If the additional information and/or documentation is not provided as requested, or is otherwise insufficient to substantiate Proof of Expenses, the Settlement Administrator may deny the Settlement Class Member's eligibility for reimbursement.

5.18 All Claim Forms and any additional information and/or documentation submitted to the Settlement Administrator must be postmarked or submitted through the Website within the Claims Period. Any Settlement Class Member who fails to submit a Claim Form and any additional information and/or documentation postmarked during the Claims Period or submitted through the Website during the Claims Period shall not be entitled to receive any payment pursuant to the Agreement, but shall in all respects be bound by the terms of the Agreement unless the Settlement Class Member had timely and validly opted out of the Agreement.

5.19 Promptly after the Effective Date, the Settlement Administrator will send reimbursement payments pursuant to this paragraph directly to eligible Settlement Class Members who submitted a valid and timely Claim Form. To be eligible for payment, a Settlement Class Member cannot have been previously reimbursed in full for his or her expenses and any reimbursement made under the Agreement will exclude any prior goodwill reimbursement paid by Honda, and/or any monies paid by any insurer or anyone else, to the Settlement Class Member.

5.20 The Settlement Class Member must provide the following information, as indicated on the Claim Form:

- a) name and mailing address of the Settlement Class Member;
- b) identification of the Class Vehicle for which a claim is being made, including the VIN and dates of ownership;
- c) Proof of Expenses for the reimbursable expense;
- d) The following attestation: “I declare under penalty of perjury that the foregoing is true and correct. Executed on (date);” and
- e) Any other required documentation proving eligibility as set forth above in Section 3.

5.21 Claims that do not meet the requirements set forth in the Agreement shall be denied. Grounds for rejection include, but are not limited to, failure to provide Proof of Expenses or any other required information, untimely submission of the Claim Form, or submission of ineligible repair expenses.

5.22 Within ninety (90) days after expiration of the Claims Period, the Settlement Administrator shall notify in writing any claimant whose Claim has been denied, in whole or in part, setting forth:

- a) the reason(s) for the denial; and
- b) notice of the claimant’s right to attempt to cure any defect in the Claim within thirty (30) days.

5.23 If the Settlement Class Member is unable to cure the defect in the Claim after thirty (30) days, the Settlement Administrator shall confirm that the Claim remains denied.

5.24 Class Counsel will be provided with a list of all Claims that have been denied.

5.25 A Settlement Class Member whose Claim has been denied may appeal that decision to the Appeal Adjudicator by mailing the Appeal Notice to the Settlement Administrator at the mailing address for the administration of this Settlement.

5.26 The Settlement Administrator shall promptly provide copies of the Appeal Notice and any additional documentation submitted therewith to the Appeal Adjudicator, Class Counsel, and Defence Counsel.

5.27 Any Appeal Notice must be postmarked within thirty (30) days of the later of:

- a) the date of mailing by the Settlement Administrator of the notice of the denial of the Claim; or
- b) the Settlement Administrator's confirmation that the Settlement Class Member's Claim remains denied, if the Settlement Class Member attempted to cure the defect in the Claim.

5.28 The Appeal Notice procedures shall be posted on the Website and shall also be provided in writing to any Settlement Class Member whose Claim is denied.

5.29 Within sixty (60) days after the Settlement Class Member mails the Appeal Notice, the Appeal Adjudicator shall consider the appeal, review the Appeal Notice and any materials submitted by the Settlement Class Member in support thereof, and mail to the Settlement Class Member and the Settlement Administrator a final determination of the Claim. The Settlement Administrator shall thereafter provide Class Counsel and Defence Counsel copies of the final determination made by the Appeal Adjudicator.

5.30 The decision of the Appeal Adjudicator shall be final and binding upon all parties. No further appeal or reconsideration is available to Settlement Class Members.

5.31 Honda Canada will pay any cost charged by the Appeal Adjudicator for resolving the dispute. Each party shall be responsible for paying her, his, or its own lawyers' fees and other expenses if he, she or it decides to retain counsel.

5.32 No cash payment shall be paid to any Settlement Class Member until after the Effective Date.

5.33 If this Settlement never becomes final for any reason, no reimbursement of any kind shall be made pursuant to the Settlement Agreement.

SECTION 6 – OBJECTIONS AND OPTING OUT

Objections

6.1 Each member of the Class who wishes to object to the fairness, reasonableness or adequacy of this Agreement or to the Class Counsel Fee must serve on Class Counsel no later than forty-five (45) days after the Notice Date a statement of the objection signed by the objector containing all of the following information:

- a) the objector's full name, address, and telephone number;
- b) the model year, VIN, and date of acquisition of the objector's Class Vehicle;
- c) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;
- d) copies of any papers, briefs or other documents upon which the objection is based;
- e) a statement of whether the objector intends to appear at a Settlement Approval Hearing; and
- f) if the objector intends to appear at a Settlement Approval Hearing through counsel, the objection must also identify any counsel representing the objector who will appear at the Settlement Approval Hearing.

6.2 Upon the expiry of the deadline for serving statements of objection as provided in 6.1 above, Class Counsel shall deliver copies of each such statement to Defence Counsel and shall file them with the Court.

6.3 Any member of the Class who does not file a timely written objection to the Agreement or

who fails to otherwise comply with the requirements of the above subsection, or who delivers an effective Opt Out Form prior to the Settlement Approval Hearing, shall be precluded, subject to Court order, from seeking any adjudication or review of this Settlement by appeal or otherwise.

Opting Out

6.4 Any member of the Class who desires to be excluded from the Settlement must submit a properly completed Opt Out Form to the Settlement Administrator.

6.5 To exercise the opt out right set forth in this Section 6, the Class member or his or her designate must deliver an Opt Out Form strictly in accordance with this Agreement. The Opt Out Form must:

- a) contain the Class member's full name and current address;
- b) identify the name and address of the Class member's counsel, if any;
- c) declare that the Class member owns or owned or leases or leased a Class Vehicle, and be willing to provide verification if requested;
- d) declare that the Class member wants to be excluded from the Settlement; and
- e) be signed by the Class member.

6.6 An Opt Out Form will not be effective unless it is sent by regular mail, addressed to the Settlement Administrator, and postmarked on or before the Opt Out Deadline.

6.7 Any Class member who does not submit a properly completed Opt Out Form to the Settlement Administrator before the Opt Out Deadline shall be deemed to be a Settlement Class Member upon the expiry of the Opt Out Deadline.

6.8 Any Class member who has delivered an Opt Out Form may retract his or her Opt Out Form, and re-elect in writing to become a Settlement Class Members, if his or her written retraction is received by the Settlement Administrator on or before the Opt Out Deadline.

6.9 Any Class member who properly and timely submits an Opt Out Form and who does not

retract it in writing before the Opt Out Deadline: (1) is not a Settlement Class Member; (2) may not receive any benefits under this Agreement, other than the Product Update and Warranty Extension; and (3) may bring his/her lawsuit, as the case may be, at his/her own expense.

6.10 The Settlement Administrator shall, seven (7) days after the Opt Out Deadline, deliver to Defence Counsel and Class Counsel an affidavit reporting on the number of timely and valid Opt Out Forms that have been received and not retracted, and advising whether or not the Opt Out Threshold has been reached. This affidavit shall be filed with the Court at the Settlement Approval Hearing.

SECTION 7 – TERMINATION

7.1 Subject only to Section 2.5, unless the Plaintiff and Honda shall agree otherwise in writing, this Agreement shall be automatically terminated and shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court declines to issue the Notice and Certification Order on substantially the same terms as Exhibit “C” attached hereto, if the Court declines to issue the Settlement Approval Order on substantially the same terms as Exhibit “F” attached hereto, or if an appeal of the Settlement Approval Order results in the Settlement Approval Order not becoming Final.

7.2 For greater certainty, neither the Court’s approval of Class Counsel Fees in an amount less than that agreed to by the Parties in a separate Class Counsel fee agreement, nor the Court’s refusal to approve Class Counsel Fees at all, shall constitute a refusal to issue the Settlement Approval Order on substantially the same terms as Exhibit “F” attached hereto or any other basis for the termination of this Agreement.

7.3 Honda, in its sole and absolute discretion, may terminate this Agreement in accordance with this Section 7, if the Opt Out Threshold is exceeded.

7.4 If Honda does not deliver a notice of termination, this Agreement shall become fully effective and irrevocable on the Effective Date.

7.5 If the Settlement is terminated automatically under Section 7.1 or by Honda pursuant to

Section 7.3, Honda shall bring a motion on consent before the Court for orders:

- a) declaring the Agreement to be null and void and of no force or effect; and
- b) setting aside the Notice and Certification Order on the basis of the termination of the Agreement.

7.6 The following terms shall apply in the event that this Agreement is automatically terminated pursuant to under Section 7.1 or by Honda pursuant to Section 7.3:

- a) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement and, without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to oppose the certification of the Litigation and to argue that there are no common issues.
- b) This Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith will be without prejudice to Honda, the Plaintiff and the Class, and will not be deemed or construed to be an admission or confession in any way by the Parties of any fact, matter or proposition of law.
- c) Any prior certification of the Litigation as class proceedings, including the definition of the Class and the statement of the Common Issue, shall be without prejudice to any position that any person or any of the Parties may later take on any issue in the Litigation or any other litigation.
- d) With the exception of this Section 7.6(d), this Agreement shall have no further force and effect, shall not be binding on any person or any of the Parties, and shall not be used as evidence or otherwise in any litigation or other proceeding for any purpose, and the legal position of each of the Parties shall be the same as it was immediately prior to the execution of this Agreement, and each of the Parties may exercise its legal rights to the same extent as if this Agreement had never been executed.
- e) Without limiting the generality of the foregoing, the releases of the Released Claims and the bar of claims provided for in Section 8 and Section 10 shall be null and void

and of no force and effect whatsoever.

- f) Notice of the termination shall be published on the Website within 72 hours of the termination.

SECTION 8 – CLAIMS BAR

8.1 The dismissal of the Litigation shall be a defence to any subsequent action against any of the Releasees based on, relating to or arising out of the Released Claims.

8.2 None of the Releasers, and no legally authorized representative of any of the Releasers, may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

8.3 None of the Releasers, and no legally authorized representative of any of the Releasers, may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint or action to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

8.4 None of the Releasers, and no legally authorized representative of any of the Releasers, may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

8.5 None of the Releasers may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any of the Releasees in respect of any Released Claim or any matter related thereto.

8.6 Any proceeding against any of the Releasees related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been

commenced to order the immediate dismissal of the same.

SECTION 9 – PAYMENTS TO CLASS COUNSEL

9.1 Subject to Court approval, within thirty (30) days after the Effective Date, Honda will pay to Class Counsel the all-inclusive Class Counsel Fee.

9.2 In no event and under no circumstances whatsoever under this Agreement will Honda be required to pay Class Counsel any other amount or any amount greater than the Class Counsel Fee.

SECTION 10 – RELEASES

10.1 The Plaintiff and each and every Releasor, regardless of whether any Releasor executes and delivers a written release, fully and forever release, remise, acquit and discharge the Releasees from the Released Claims. By executing this Agreement, the Parties acknowledge that the Litigation shall be dismissed pursuant to the terms of the Settlement Approval Order, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Settlement Approval Order shall provide for and effect the full and final release, by the Plaintiff and all Releasors, of all Released Claims.

10.2 The Settlement Class Members hereby acknowledge that they are aware that they or their legal counsel may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is still their intention that the Releasors hereby fully, finally, and forever settle, release, extinguish and waive all of the Released Claims, known or unknown, suspected or unsuspected, that they had, now have or, absent this Agreement, may in the future have had against Releasees. In furtherance of such intention, the release herein given by the Releasors to the Releasees shall be, and remain in effect as, a full and complete general release of the Released Claims notwithstanding any discovery of the existence of any such additional or different claims or facts.

10.3 No Settlement Class Member shall, now or hereafter, institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any

Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related directly or indirectly thereto.

10.4 If any Settlement Class Member brings an action or asserts a claim against any Releasee contrary to the terms of this Agreement, the counsel of record for such Settlement Class Member shall be provided with a copy of this Agreement. If the Settlement Class Member does not within twenty (20) days thereafter dismiss his or her action and the action or claim is subsequently dismissed or decided in favor of the Releasee, the Settlement Class Member who brought such action or claim shall pay the Releasee's reasonable counsel fees and disbursements incurred by the Releasee in the defence of such action or claim.

10.5 Except as otherwise provided, nothing in this Agreement shall be construed in any way to prejudice or impair the right of Honda or Honda's insurers to pursue such rights and remedies as they may have against any person under or in connection with any insurance policies.

SECTION 11 – ENFORCEMENT OF THIS AGREEMENT

11.1 The Court shall retain jurisdiction over the Parties and the Agreement and with respect to the future performance of the terms of the Agreement, and to ensure that all payments and other actions required of any of the Parties by the Settlement and this Agreement are properly made or taken. In the event that Honda, the Plaintiff, Class Counsel, or any Settlement Class Member fails to perform its or their obligations under this Agreement, counsel for the aggrieved party shall give counsel for the other party written notice of the breach. If the alleged breach is not cured to the satisfaction of the aggrieved party within thirty (30) days, the other party may apply to the Court for relief.

SECTION 12 – COVENANT NOT TO SUE

12.1 The Plaintiff, on behalf of herself and the Settlement Class Members, hereby covenants and agrees that neither the Plaintiff nor any of the Settlement Class Members, nor any person authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against Releasees in either their personal or corporate capacity, with respect to any

claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees in connection with the Released Claims. The Plaintiff, on behalf of herself and the Settlement Class Members, hereby waives and disclaims any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of any of them, and agrees that this Agreement shall be a complete bar to any such action.

12.2 No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with any claim made or action commenced by any person which, directly or indirectly, relates to, is substantially similar to or arises from the Litigation the Released Claims, except in relation to the continued prosecution of the Litigation, should this Agreement be terminated.

SECTION 13 – REPRESENTATIONS AND WARRANTIES

13.1 Each of the Parties hereby irrevocably affirms, agrees, represents and warrants that:

- a) The Party has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, independent counsel.
- b) The Party has had an opportunity to receive, and has received, legal advice from counsel regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and any applicable income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- c) The Party has not relied upon any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or counsel for any other Party), whether material, false, negligently made or otherwise, in deciding to execute this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
- d) The Party has investigated the facts pertaining to the Settlement and this Agreement,

and all matters pertaining thereto, to the full extent deemed necessary by that Party and that Party's counsel.

- e) No portion of the Released Claims that the Plaintiff, the Settlement Class, and/or any of the Settlement Class Members ever had, now have, or may later claim to have at any time in the future against the Releasees, whether known or unknown, arising out of or in any way relating to the ODC issue, and no portion of any recovery or settlement to which they may be entitled, has been assigned, transferred, or conveyed by or for Settlement Class Members in any manner, and no person other than Settlement Class Members shall have any legal or equitable interest in the Released Claims referred to in this Agreement but the Settlement Class Members themselves.

SECTION 14 – MISCELLANEOUS TERMS

14.1 The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

14.2 The headings of the sections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction or interpretation.

14.3 Class Counsel and Defence Counsel have negotiated this Agreement at arm's length. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement. If a dispute should later arise regarding any of its terms, none of the Parties shall be deemed to be the drafter of any particular provision of this Agreement.

14.4 The Plaintiff and Class Counsel hereby irrevocably acknowledge and agree that any and all information obtained from Honda in the course of the discussions between the Parties has been provided on a privileged and without prejudice basis.

14.5 Any and all information obtained by Class Counsel from Honda, including any and all documentation transmitted to Class Counsel in the course of the negotiation of this Agreement,

will be returned to Honda with no copies being made and all other documents destroyed by Class Counsel following any and all disclosure process.

14.6 Except as otherwise provided in this Agreement, any filing, submission, notice or written communication shall be deemed filed, delivered, submitted, or effective as of the date of its postmark when mailed by regular or registered mail, postage prepaid, properly addressed to the recipient, or when delivered to any commercial one-or-two-day courier delivery service properly addressed to the recipient, or when actually received by the recipient, whichever occurs first.

14.7 In the event that any date or deadline set forth in this Agreement falls on a weekend or holiday, such a date or deadline shall be on the first business day thereafter.

14.8 In no event shall Honda, Defence Counsel, the Plaintiff, any Settlement Class Member, or Class Counsel have any liability for claims of wrongful or negligent conduct by any third party with respect to the implementation of any term of this Agreement.

14.9 The Parties and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to give effect to the terms of this Agreement.

14.10 The terms and conditions, as well as the fact of, this Agreement, will be kept confidential by the Plaintiff, Class Counsel and members of the Class until such time as the Notice and Certification Order is sought from the Court.

14.11 All the information exchanged between the Parties during their exchanges and negotiations leading to the preparation and the execution of this Agreement will be kept confidential by the Parties and shall not be disclosed to any third party whatsoever, except that Honda may share such information with its insurers, and except to the extent such information subsequently becomes publicly available or unless ordered to do so by the Court.

14.12 This Agreement shall be construed under and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

14.13 This Agreement, including all attached Exhibits, constitutes and represents the entire agreement between the Parties, and supersedes any previous or contemporaneous understandings,

undertakings, negotiations, representations, promises, agreements, agreements in principle, or memorandum of understanding in connection thereto. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein.

14.14 The Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Defence Counsel and subject to Court approval.

14.15 This Agreement, if approved by the Court, shall be binding upon and enure to the benefit of the Settlement Class Members, Honda, Class Counsel, and their representatives, officers, employees, insurers, heirs and assigns.

14.16 This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same Agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

14.17 The Parties expressly acknowledge that they have requested that this Agreement be drafted in the English language \ Les Parties reconnaissent avoir expressement demande que La presente entente de reglement soit redigee en langue anglaise.

14.18 The Parties acknowledge that this Agreement represents a transaction in accordance with articles 2631 and following of the Civil Code of Quebec.

14.19 Each of the undersigned hereby represents and guarantees that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

14.20 Where this Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives of the Party to whom notice is being provided, as identified below:

FOR HONDA:

McMillan LLP
Brookfield Place, Suite 4400

181 Bay Street
Toronto, Ontario, M5J 2T3
Teresa Dufort
teresa.dufort@mcmillan.ca
Tel: (416) 865-7145

Calie Adamson
calie.adamson@mcmillan.ca
Tel: (416) 865-7240
Fax: (416) 856-7048

FOR CLASS COUNSEL AND PLAINTIFF:

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Michael Peerless
peerless@mckenzielake.com
Matt Baer
baer@mckenzielake.com
Tel: (519) 667-2644
Fax: (519) 672-2674

14.21 The Parties have executed this Agreement as of July ____, 2020. The signatures are on the following page.

AIMEE SKYE, by her counsel

By:

Michael Peerless
McKenzie Lake Lawyers LLP

Counsel for the Plaintiff

**HONDA NORTH AMERICA, INC., AMERICAN HONDA MOTOR
CO, INC., HONDA MOTOR COMPANY LTD., and HONDA
CANADA INC.,** by their counsel

By:

Teresa Dufort
McMillan LLP

Defence Counsel for Honda

Exhibit “A” – Notice

HONDA CANADIAN OIL DILUTION CLASS ACTION SETTLEMENT

TO CANADIAN RESIDENTS WHO ARE CURRENT OR FORMER OWNERS OR LESSEES OF ANY OF THE FOLLOWING HONDA VEHICLES PURCHASED OR LEASED IN CANADA (each a “Class Vehicle”):

- **Honda model year 2016, 2017, and 2018 Civic vehicles** equipped with the 1.5 litre turbocharged engine; and
- **Honda model year 2017 and 2018 CR-V vehicles** equipped with the 1.5 litre turbocharged engine.

You may be eligible for compensation and other benefits from a class action settlement involving the Class Vehicles.

Visit the Settlement Website at [www.\[websiteaddress\].ca](http://www.[websiteaddress].ca)

PURPOSE OF THIS NOTICE

The purpose of this Notice is to advise that, subject to Court¹ approval, a Settlement has been reached in a class action lawsuit in Ontario against Honda regarding an Oil Dilution Condition in the Class Vehicles. The terms of the Settlement are set out in the Settlement Agreement. You may view a copy of the Settlement Agreement, and important updates about this Settlement, at the Website at [***website].

The lawsuit, *Skye v Honda North America Inc. et al.* claims that certain Honda vehicles are predisposed to an engine defect that causes fuel dilution of the engine oil, which allegedly causes certain issues with the vehicle and damages to class members. Honda expressly denies the allegations in the Litigation, and the Court has not decided who is right.

At the request of the Parties, on [*** date], the Ontario Superior Court of Justice certified the class action lawsuit for the purposes of implementing this Settlement. The Ontario Superior Court of Justice has also approved this Notice.

A hearing to approve the Settlement, including the dismissal of the lawsuit against Honda, and to approve the fees and disbursements of the lawyers for the Class (“Class Counsel”) will be held by the Ontario Superior Court of Justice on [***date].

Important deadlines will occur on dates in the future that are not yet known. These dates and deadlines will be posted on the Website once they are known. Please check the Website for updates about this Settlement and the process for making claims for benefits.

¹ Capitalized terms used herein have the same meaning ascribed to them in the Honda Canadian Oil Dilution Class Action Settlement Agreement, which can be viewed on the Settlement Website at ***.

WHO IS INCLUDED?

The Class includes all Canadian residents who are current and former owners or lessees of any the following Honda vehicles which were purchased or leased in Canada:

- **Honda model year 2016, 2017, and 2018 Civic vehicles** equipped with the 1.5 litre turbocharged engine; and
- **Honda model year 2017 and 2018 CR-V vehicles** equipped with the 1.5 litre turbocharged engine.

If the vehicle was purchased or leased for resale or distribution purposes, the vehicle is not included in this Settlement. If you are a member of the Class, please read this notice.

Ignoring this legal notice could affect your rights.

WHAT ARE THE SETTLEMENT TERMS AND BENEFITS?

If the Court approves the Settlement, Honda Canada will provide the following benefits:

1. Warranty Extension for Oil Dilution Condition Issues: Honda Canada will extend the factory warranty of each Class Vehicle, solely to cover Oil Dilution Condition issues, to the date that ends six (6) years after the vehicle's original sale or lease date, with no mileage limitation. The Warranty Extension is subject to the same terms and conditions as the original, written warranty issued at the original point of sale or lease of each Class Vehicle, except as described in the preceding paragraph.

2. Product Update: Before the Litigation was started, Honda Canada was already providing a Product Update to Class Vehicles at no cost to vehicle owners. Honda Canada will continue to provide this Product Update. As part of the Product Update service, engine oil will be replaced to remove any excess fuel or moisture that may have accumulated in the engine oil.

3. Reimbursement of Certain Expenses: Members of the Class who do not opt out of the Settlement and who timely submit a valid Claim Form with Proof of Expenses within the Claims Period may be eligible for reimbursement of the following expenses:

- a) **Past Towing Expenses as a Result of Oil Dilution Condition:** Settlement Class Members who paid for past towing as a direct result of the Oil Dilution Condition may submit a Claim for reimbursement of those costs if:
 - i. A Class Vehicle was towed by a licensed towing company before **[**NOTICE DATE]**
 - ii. The tow was required due to Oil Dilution Condition causing: a) illumination of the malfunction indicator lamp (MIL); b) the vehicle to go into "limp mode"; or c) engine failure;
 - iii. A diagnostic technical code for engine misfire or fuel mixture rich code related to Oil Dilution Condition was present in the Class Vehicle; and
 - iv. Proof of Expenses is provided.
- b) **Oil Change Expenses Occurring Before **[**NOTICE DATE]**:** Settlement Class Members who paid for past oil changes as a direct result of Oil Dilution Condition may submit a Claim for reimbursement of those costs if:

- i. The oil change was for a Class Vehicle and occurred before [**DATE – the NOTICE DATE];and the Settlement Class Member complained about Oil Dilution Condition to Honda Canada or an authorized Honda dealer at any time before the oil change;
 - ii. The Settlement Class Member’s Oil Dilution Condition complaint(s) are verified by adequate Honda Canada (or authorized Honda dealer) documentation;
 - iii. The Settlement Class Member provides proof that he or she changed the oil on or before 8,000 kilometers from the prior oil change because of Oil Dilution Condition issues; and
 - iv. Proof of Expenses is provided.
- c) Diagnostic Costs Due to Oil Dilution Condition:** Settlement Class Members who paid out-of-pocket for diagnostic costs relating to Oil Dilution Condition may submit a Claim for reimbursement of those costs, up to CA\$325, if:
- i. The diagnostics were completed on a Class Vehicle before [**Notice Date]
 - ii. The Settlement Class Member was charged for diagnostics related to ODC issues;
 - iii. The Settlement Class Member’s ODC complaint(s) are verified by adequate Honda (or authorized Honda dealer) documentation; and
 - iv. Proof of Expenses is provided.

A copy of the Claim Form is included with this Notice. You can also obtain a copy of the Claim Form on the Website at [***] or by calling the Settlement Administrator at [***]. You will need to include specific documents (such as invoices or receipts) with your Claim Form as “Proof of Expenses” to identify the expenses paid due to ODC issues. Honda reserves the right to ask for reasonable additional information and/or documentation.

The deadline to file your Claim will be published on the website after the Settlement is approved. If you have already received compensation for these expenses (such as through your insurer or from Honda), you will not be able to receive further compensation.

See the Settlement Agreement at [***website] for the specific terms and conditions of the settlement benefits. The Settlement Agreement also includes a release of claims by Settlement Class Members against Honda.

WHEN WILL THE SETTLEMENT BE APPROVED?

The Court will hold a Settlement Approval Hearing on [**DATE] at 10:00 am at 80 Dundas Street, London, Ontario to consider whether to approve the Settlement, and Class Counsel’s fees and disbursements (**none of these payments will reduce the benefits you will receive**). Class Members who wish to be advised as to the approval of the Settlement may register their email addresses with the Settlement Administrator on the Website to receive an email notification.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT RIGHT NOW?

DO NOTHING. If you want to participate in the Settlement, you do not need to do anything at this time. Check the website below after [**date of Settlement Approval Hearing] to see if the Settlement has been approved. You can also register your email address with the Settlement Administrator on the Website to receive an email notification if the Settlement is approved.

OPT OUT. If you do not want to participate in the Settlement or to be bound by it, you must exclude yourself by opting out. If you decide to opt out of the Settlement, you will not be eligible to receive benefits under the Settlement (other than the Warranty Extension and Product Update), and you will not be able to object to the Settlement. However, you will keep any right you have to separately sue Honda at your own cost. If you want to opt out, you must exclude yourself by submitting an Opt Out Form by no later than **[**date 45 days after Notice Date]**. The Opt Out Form and information about how and where to send it are available on the Website at *** or by calling the Settlement Administrator at ***.

OBJECT TO THE SETTLEMENT. If you stay in the Settlement (i.e. you do not opt-out), you may object to it. Objecting does not disqualify you from making a claim under the Settlement, nor does it make you ineligible to receive benefits under the Settlement if it is approved. However, you cannot both opt out of, and also comment or object to, the Settlement. If you wish to object to the Settlement, you must send your objection to Class Counsel no later than **[** date of 45 days after Notice Date]**. You can read more about what your objection must include on the Website at **[www.***]**. If you have submitted an objection by the deadline date, then you may also appear and make submissions at a Settlement Approval Hearing, either alone or with your own lawyer.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT IF IT IS APPROVED BY THE COURT?

RECEIVE THE WARRANTY EXTENSION AND PRODUCT UPDATE. If you are a member of the Class, you will benefit from the Warranty Extension, and you will be entitled to bring your Class Vehicle to an authorized Honda dealer to receive the Product Update. You will be eligible to receive these benefits even if you opt out of the Settlement.

YOU CAN SUBMIT A CLAIM FORM. If you are a member of the Class and you do not opt out of the Settlement, and if you submit a valid Claim Form with the required Proof of Expenses on time, you may be eligible to obtain reimbursement of towing expenses, oil change expenses, and past diagnostic costs incurred as a direct result of the Oil Dilution Condition. You will also be eligible to receive the Product Update and the Warranty Extension.

DO I HAVE A LAWYER IN THIS CASE?

Yes. At no cost to you, you can contact Class Counsel at:

McKenzie Lake Lawyers LLP c/o Emily Assini
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Tel: (519) 672-5666/ Fax: (519) 672-2674

This Notice contains a summary of some of the terms of the Settlement. If there is a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. For more information on the proposed Settlement, including your rights and options, and important updates and deadlines, please visit **[**Website]** or call the Settlement Administrator at **[***]**.

This legal notice is approved by the Ontario Superior Court of Justice.

Exhibit “B” - Notice Plan

Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement dated as of ** (the “**Agreement**”).

The Notice will be disseminated as follows:

E-mail and Regular Mail

As soon as practicable after the Notice and Certification Date, the Settlement Administrator shall distribute the Notice to Class Members by e-mail and/or regular mail.

The Notice to be sent to Class Members by the Settlement Administrator will be in both English and French.

For Class Members for whom Honda Canada has an e-mail address on file, the Settlement Administrator will send the Notice by e-mail.

For Class Members for whom Honda Canada does not have an e-mail address on file, the Settlement Administrator will send the Notice by regular mail using the most up-to-date address Honda has in its records for the Class Member.

Where the Settlement Administrator sends the Notice by e-mail to a Class Member and the e-mail is returned (bounces back), the Settlement Administrator will send the Notice to the Class Member by regular mail using the most up-to-date address Honda Canada has in its records for the Class Member.

Class Members who are sent a copy of the Notice by mail will also be sent a copy of the Claim Form with the Notice. Class Members who are sent a copy of the Notice by email will also be sent an online link (URL) to the Claim Form for them to download. Class Members will also be able to submit their Claim Forms, Proof of Expenses, and other required documentation online through the Website.

Class Members may register their e-mail address on the Website. Where a Class Member has provided their e-mail address in this matter, the Settlement Administrator will send an e-mail to the address provided after the Settlement Approval Order becomes Final to notify those Class Members of this approval.

Website

After the Notice and Certification Order is issued by the Court, the Settlement Administrator shall establish a Website, being www.***.com [INSERT WEBSITE]. The Website and all documents to be posted on the Website shall be published in English and French. The Settlement Administrator shall maintain the Website for the duration of the Claims Period.

Promptly after the Notice and Certification Order is issued by the Court and becomes Final, the

Settlement Administrator shall publish on the Website the:

1. Agreement;
2. Notice and Certification Order;
3. Notice;
4. Claim Form; and
5. Opt Out Form.

Promptly after the Settlement Approval Order is granted, the Settlement Administrator shall publish the Settlement Approval Order on the Website.

Dealer Bulletin

Honda Canada will issue a bulletin to its Canadian Honda dealers, in English and French, after the Notice and Certification Order becomes Final. The dealer bulletin will provide a summary of the Settlement benefits and information regarding the administration of the Settlement, including the Website information. The dealer bulletin will be posted on Honda's dealer intranet site.

Telephone Number

After the Notice and Certification Order becomes Final, and throughout the Claims Period, the Settlement Administrator shall staff and maintain a toll-free telephone number that Class Members can call to request information regarding the Settlement.

The Settlement Administrator shall return calls as soon as is practicable, and respond to inquiries by Class Members regarding the Settlement or the Agreement. The toll-free services shall be provided in English and French.

(b) the consent of the parties, filed.

ON HEARING the submissions of Class Counsel and Defence Counsel,

THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:

Interpretation

1. The definitions set out in the Agreement, attached hereto as Schedule “A”, apply to and are incorporated into this Order.

Certification

2. This Action is hereby certified as a class proceeding on the terms and conditions set out in this Order and in the Agreement.

3. The Class is defined as all current and former owners or lessees of Honda MY 2016-2018 Civics and MY 2017-2018 CR-Vs equipped with the 1.5 litre turbocharged engine, who reside in Canada, and who purchased or leased their Class Vehicles (other than for purposes of resale or distribution) in Canada.

4. Aimee Skye is hereby appointed as the representative plaintiff in this Action.

5. The only common issue is the Common Issue defined in the Agreement, namely the issue of whether the ODC issue existed in some or all of the Class Vehicles.

Notice Publication

6. The Notice, in the form attached hereto as Schedule “B”, and the Notice Plan, attached hereto as Schedule “C”, are hereby approved.

7. The Settlement Administrator will arrange for the dissemination of the Notice in accordance with the Notice Plan as soon as practicable after the Notice and Certification Order becomes Final.

Dates and Deadlines

8. The Opt Out Deadline is hereby set for the date that is FORTY FIVE (45) Days after the Notice Date.

9. The Settlement Approval Hearing before this Court will take place at 80 Dundas Street at 10:00 am on a date to be fixed that is at least NINETY (90) Days after the Notice Date, and as soon thereafter as can be arranged with the Court, to determine whether this Court should approve (i) the Agreement; and (ii) the Class Counsel Fee.

No Admission of Liability

10. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by Honda, or an admission of the truth of any of the claims or allegations contained in the within action, or the Actions described in the Agreement.

Termination

11. This Order shall be declared null and void on subsequent motion, made on notice, in the event that the Agreement is terminated in accordance with its terms.

Application for Directions

12. This Court will retain an ongoing supervisory role for the purposes of administration and enforcement of this Order.

13. Defence Counsel or Class Counsel may apply, on notice to all Parties, to this Court for directions in respect of the implementation or administration of this Order.

THE HONOURABLE JUSTICE TRANQUILLI

Exhibit "D" – Claim Form

CLAIM FORM

Instructions:

To submit a Claim, you must:

- a. Truthfully, accurately, and fully complete and submit the Claim Form below;
AND
- b. Submit Proof of Expenses; AND
- c. During the Claims Period, submit your Claim by:

Mailing it to the Settlement Administrator at:

Settlement Administrator
180 Honda Boulevard
Markham, ON L6C 0H9
Attn: Customer Relations, Honda Canadian Oil Dilution Class Action Settlement

OR

Submitting it through the Website at www.*****.ca

The Claims Period ends 60 days after the Effective Date. The Effective Date is not yet known, but will be posted on the Website www.*****.ca.

IMPORTANT: KEEP A COPY OF YOUR COMPLETED CLAIM FORM AND PROOF OF EXPENSES. ANY DOCUMENTS YOU SUBMIT WITH YOUR CLAIM WILL NOT BE RETURNED.

DO NOT SUBMIT YOUR CLAIM FORM TO THE COURT. If you have questions regarding this Settlement, contact the Settlement Administrator. Questions may be sent by mail or email addressed to the Honda Administrator, or you may call ***.**

Proof of Expenses:

You are required to submit Proof of Expenses with this Claim Form.

Proof of Expenses means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the reimbursable expenses paid by the Settlement Class Member due to Oil Dilution Conditions. Examples of sufficient proof includes documents from the time your expense was incurred, including but not limited to third-party receipts, invoices, and repair orders or bills, which, either individually or collectively, prove the existence of an Oil Dilution Condition issue and the amount of the

expense.

FAILURE TO FULLY ANSWER THE QUESTIONS OR TO PROVIDE THE REQUESTED INFORMATION AND/OR DOCUMENTATION MAY IMPACT YOUR ABILITY TO OBTAIN BENEFITS.

Part 1 – Information of Settlement Class Member

Name: _____

Address: _____

Telephone Number: _____

Alternative Telephone Number: _____

E-mail: _____

If you are submitting this Claim Form on behalf of another person who is a member of the Settlement Class, please explain why you have the authority to do so and attach a copy of any Power of Attorney or other documents that you may have.

Part 2 – Vehicle Information

Vehicle Identification Number-17 digits: _____

CLASS VEHICLES

Check the box next to your vehicle model and model year. CHECK ONLY ONE.

HONDA MODELS

CLASS VEHICLES	
Honda Civic ___ 2016 ___ 2017 ___ 2018	Honda CR-V ___ 2017 ___ 2018

Part 3 –Reimbursement for Towing Expenses

1. Did you pay for past towing from a licensed towing company as a direct result of the Oil Dilution Condition?

YES NO

2. Was the towing required because of a Malfunction Indicator Light, “limp mode” or engine failure due to the Oil Dilution Condition?

YES NO

3. Was a diagnostic technical code for engine misfire or fuel mixture rich code present in the Class Vehicle related to the Oil Dilution Condition?

YES NO

4. Are you including Proof of Expenses with this Claim for past towing costs you incurred as a direct result of Oil Dilution Condition?

YES NO

5. Are you including a copy of proof of the diagnostic technical code signaling engine misfire or fuel mixture rich code related to the Oil Dilution Condition with your Proof of Expenses?

YES NO

If you answered "No" to any of the question above, you are NOT eligible to submit a claim under Part 3.

If you answered "Yes" to all of the questions in Part 3, please complete the following:

Date of Towing _____

Amount Paid for Towing: \$ _____

Name of Licensed Towing Company: _____

Part 4 –Reimbursement for Oil Change Expenses

1. Did you pay for past oil changes a direct result of Oil Dilution Condition?

YES NO

2. Had you complained about the Oil Dilution Condition to Honda Canada or an authorized Honda dealer at any time before the oil change?

YES NO

3. Was the oil change done on or before 8,000 kilometers from the prior oil change?

YES NO

4. Are you including Proof of Expenses with this Claim for past oil changes you incurred as a direct result of Oil Dilution Condition?

YES NO

5. Are you including with your Proof of Expenses a copy of proof that you changed the oil on or before 8,000 kilometers from the prior oil change because of Oil Dilution Conditions?

YES NO

If you answered "No" to any of the question above, you are NOT eligible to submit a claim under Part 4.

If you answered "Yes" to all of the questions in Part 4, please complete the following:

Date of Oil Change: _____

Amount Paid for Oil Change: \$ _____

When did you complain about the Oil Dilution Condition to Honda Canada or an authorized Honda dealer before the oil change? _____

Part 5 –Reimbursement for Diagnostic Costs

1. Did you pay for diagnostic costs relating to Oil Dilution Condition?

YES NO

2. Do you have documentation from Honda Canada or an authorized Honda dealer verifying these past diagnostics related to the Oil Dilution Condition?

YES NO

4. Are you including Proof of Expenses with this Claim for past diagnostic costs you incurred as a direct result of Oil Dilution Condition?

YES NO

5. Are you including with your Proof of Expenses a copy of your documentation from Honda Canada or an authorized Honda dealer verifying these past diagnostics related to the Oil Dilution Condition?

YES NO

If you answered "No" to any of the question above, you are NOT eligible to submit a claim under Part 5.

If you answered "Yes" to all of the questions in Part 5, please complete the following:

Date diagnostic costs were incurred: _____

When were your diagnostics verified by Honda Canada or an authorized Honda dealer? _____

Amount paid for diagnostic costs: \$ _____

(This reimbursement is capped at \$350)

Part 6 – Certification

I affirm, under penalty of perjury and under the laws of the Canada, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form and the Proof of Expenses submitted therewith may be subject to audit, verification, and review by the Settlement Administrator and Court. I also understand that, if my Claim Form or Proof of Expenses is found to be fraudulent or unverifiable, I will not receive any payment.

CONSENT – PLEASE READ CAREFULLY: Notwithstanding any current or prior election to opt in or

opt out of receiving calls or SMS messages (including text messages) from Honda Canada Inc. (Honda Canada) its agents, representatives, affiliates, or anyone calling on Honda Canada's behalf, you expressly consent to be contacted by Honda Canada, its agents, representatives, affiliates, or anyone calling on Honda Canada's behalf for any and all purposes arising out of or relating to your claim under the settlement in the *Skye v. Honda North America Inc.* settlement, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree Honda Canada, its agents, representatives, affiliates, or anyone calling on Honda Canada's behalf may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

I executed this Claim Form on: _____ (day), _____ (month),
_____ (year)

in _____, _____ (city, province), Canada

Signature

Name

PROCESSING CLAIMS WILL TAKE TIME. Claims will not be processed until after the Effective Date, and no money will be issued until after the Effective Date of this settlement.

PLEASE CHECK THE SETTLEMENT WEBSITE PERIODICALLY FOR UPDATES ON THE STATUS OF THE SETTLEMENT. THANK YOU FOR YOUR PATIENCE.

CHECKLIST

Please make sure you have:

1. Filled out the Claimant Information in Part 1;
2. Answered the Vehicle Information in Part 2;
3. Identified all costs you are claiming in Parts 3, 4 and 5;
4. Completed the Certification in Part 6;
5. Attached your Proof of Expenses;
6. Kept a copy of your completed Claim Form and the Proof of Expenses you submitted with your

Claim Form for your records.

7. Mailed your Claim Form and Proof of Expenses to the address below:

Settlement Administrator

180 Honda Boulevard

Markham, ON L6C 0H9

e-mail : ****

Attn: Customer Relations, Honda Canadian Oil Dilution Class Action Settlement

Exhibit "E" - Opt Out Form

Honda Canadian Oil Dilution Class Actions Opt Out Form

I, _____ (print full name), elect to opt out of the Honda Canadian Oil Dilution Class Action. I declare that I do not want to be a Settlement Class Member and elect to be excluded from any judgments entered pursuant to the Settlement in *Skye v Honda North America Inc.*, Court File No. 1713/18.

I declare that I own(ed) or lease(d) a Class Vehicle. I have identified the Make and Model Year and VIN below.

I understand and accept the consequences of opting out, including but not limited to:

1. Class Counsel will not represent me and are not permitted to assist me in any way;
2. I will be responsible for all legal fees and costs that may be incurred by me if I choose to pursue my own individual claim.

I confirm that I am legally entitled to opt out of this litigation and I do not require the consent of any third party in order to do so.

Date

Signature

Name: _____

Address: _____

Telephone Number: _____

Alternative Telephone Number: _____

E-mail: _____

Name of Counsel (if any): _____

Address of Counsel (if any): _____

Telephone Number of Counsel (if any): _____

Model and Model Year: _____

Vehicle Identification Number-17 digits: _____

Please complete the form on Page 1 in its entirety and return the completed form to the Settlement Administrator at the address below postmarked on or before [****OPT OUT DEADLINE**].

Settlement Administrator
180 Honda Boulevard
Markham, ON L6C 0H9

Attn: Honda Canadian Oil Dilution Class Action Settlement

Exhibit “F” – Settlement Approval Order

Court File No. 1713/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____ day, the ____ day
)
JUSTICE TRANQUILLI) of _____, 2020
)

B E T W E E N:

AIMEE SKYE

Plaintiff

- and -

HONDA NORTH AMERICA, INC., AMERICAN HONDA MOTOR CO., INC., HONDA
MOTOR COMPANY LTD., and HONDA CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Certification, Settlement Approval, and Class Counsel Fees)**

THIS MOTION, made by the Plaintiff Aimee Skye for an order approving the Honda Canadian Oil Dilution Class Action Settlement Agreement, dated as of * and the Recitals and Exhibits thereto, (the “**Agreement**”) made between Honda and the Plaintiffs (as defined in the Agreement) to settle the within action, and to approve the Class Counsel Fee, was heard on [dates] at the Court House, 80 Dundas St., London, Ontario.

ON READING the materials filed, including:

- a) the Agreement, attached to this order as Schedule “A”; and
- b) the affidavit of [XYZ] sworn [date], and exhibits thereto; and

ON HEARING the submissions of Class Counsel and Defence Counsel;

AND ON BEING ADVISED that the termination right provided in Section 7.3 of the Agreement was not triggered;

AND without any admission of liability on the part of Honda, which has denied any and all liability;

THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:

Interpretation

1. The Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Agreement apply to and are incorporated into this Order.
2. In the event of any conflict between the Agreement and this Order, this Order shall prevail.

Notice

3. The Settlement Administrator completed the dissemination of the Notice in accordance with the Notice Plan on [date], and that date is hereby declared to be the Notice Date.

Settlement Approval

4. The Agreement is fair, reasonable and in the best interests of the Class, and it is hereby approved pursuant to s. 29 of the *Class Proceedings Act*. The Agreement shall be implemented and enforced in accordance with its terms.

5. This Order and the Agreement are binding upon Settlement Class Members, including any Settlement Class Member who is a minor or mentally incapable, and the requirements of rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, are hereby dispensed with in respect of this Action.

Released Claims

6. It is hereby declared that the Releasors have released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

7. None of the Releasors, and no legally authorized representative of any of the Releasors, may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

8. None of the Releasors, and no legally authorized representative of any of the Releasors, may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint or action to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

9. None of the Releasors, and no legally authorized representative of any of the Releasors, may attempt to effect an opt out of a class of individuals in any lawsuit or administrative,

regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

10. None of the Releasers may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any of the Releasees in respect of any Released Claim or any matter related thereto.

11. Any proceeding against any of the Releasees related to the Released Claims shall be immediately dismissed, and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

No Admission of Liability

12. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by Honda, or an admission of the truth of any of the claims or allegations contained in this Action or the Actions.

Termination

13. This Order shall be declared null and void on a subsequent motion made on notice in the event that the Agreement is terminated in accordance with its terms.

Application for Directions

14. For the purposes of administration and enforcement of this Order and the Agreement, this Court will retain an ongoing supervisory role.

15. The Defendants or Class Counsel may apply, on notice to all parties, to the court for directions in respect of the implementation or administration of this Order or the Agreement.

Dismissal

16. Promptly after the Effective Date, Class Counsel shall arrange for the dismissal of this Action with prejudice as against Honda, and the Action shall thereupon be wholly dismissed with prejudice as against Honda. The dismissal shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

Class Counsel Fees, Disbursements and Taxes

17. Within THIRTY (30) days after the Effective Date, Honda Canada shall pay to Class Counsel the amount of CAD _____, in full satisfaction and final payment of all of Honda's obligations in respect of fees, disbursements and taxes in connection with the Actions, including, without limitation, any fees or levies by the Law Society of Ontario or the Fonds d'aide aux actions collectives (Quebec) or any future fees or costs of any kind to be incurred in connection with administering or monitoring the Settlement during the settlement administration process provided for in the Agreement, and in full satisfaction of Honda's obligations with respect to Class Counsel Fees arising from a separate Class Counsel fee agreement.

THE HONOURABLE JUSTICE TRANQUILLI

Exhibit “G” – Customer Product Update Letters



Campaign: N55/N60/N61
November 2018

Product Update and Warranty Extension campaigns: Engine Oil Dilution

Dear Honda owner:

We are sending this letter to notify you of a product update and a warranty extension that apply to your vehicle.

Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the upper left of your vehicle's dashboard.

What is the problem?

On some 2017 and 2018 CR-V vehicles equipped with a 1.5L turbo direct-injection engine, the engine oil may become overly diluted with fuel and moisture, particularly when driving repeated short trips in very low ambient temperatures. Overly diluted engine oil may cause a variety of symptoms:

- MIL (Malfunction Indicator Lamp) illuminated due to engine misfire;
- MIL illuminated due to excessively rich (high fuel/air ratio) running conditions;
- Low oil pressure light illuminated due to moisture freezing in the oil pan;
- In exceptional cases, abnormal noise from the engine camshaft due to wear caused by freezing of the rocker arm roller bearings.

The amount of oil dilution your engine may have is determined by a balance between the amount of fuel injected into the cylinders that migrates to the oil pan and the ability of the engine to vaporize and burn this fuel as it warms up. Some oil dilution is normal for this engine. This product update includes software updates to the engine's fuel injection, the CVT (Continuously Variable Transmission) and, on some vehicles, the climate control unit to limit oil dilution by modifying fuel injection parameters and improving the speed of engine warm up. As part of the update service, your engine oil will be replaced free-of-charge to remove any excessive fuel or moisture, which may have accumulated in the engine oil.

In addition to this product update, Honda Canada is extending the warranty on certain engine components to six years from initial vehicle registration, with no mileage limit. This extended warranty will cover engine repairs required as a result of excess oil dilution which may occur before the product update service is completed on your vehicle.

Please note the following conditions after the prescribed updates are completed:

1. when operating the heater you may feel increased temperatures at the vents during the engine warm-up period;
2. you may periodically notice that the engine is operating with the oil level above the "upper" mark when checking the oil by the dipstick. This is a normal condition for this class of engine and will have no adverse effects on engine performance or long-term engine durability.

What should you do?

Please contact your Honda dealer to schedule an appointment to have this product update performed on your vehicle. The necessary software will be updated and on some vehicles, the climate control unit will be replaced. Your dealer will be able to give you an estimate of how long they will require your vehicle – usually less than a day. The dealer will perform the product update service free of charge.

Who to contact if you experience problems or have questions?

If you need assistance with locating a Honda dealer, or if your dealer is unable to make the necessary repairs free of charge, please contact Honda Canada Customer Relations at 1-888-9HONDA9 (1-888-946-8329). You can also visit our website at www.honda.ca to locate a Honda dealer near you.

Please help Honda Canada keep you informed:

This notice was mailed to you according to the most current information we have available. If you no longer own this vehicle, or some information in this notice is incorrect, please contact Honda Canada Customer Relations at 1-888-9HONDA9 (1-888-946-8329) or forward this notice to the new owner.

We apologize for any inconvenience this product update may cause you. Thank you for your co-operation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Jamieson'.

Dave Jamieson
Vice President, Parts and Service



Campagne : N55/N60/N61
novembre 2018

Campagnes d'amélioration de produit et de prolongation de garantie : Dilution de l'huile moteur

À l'attention des propriétaires d'un véhicule Honda :

Nous vous faisons parvenir cette lettre pour vous informer de campagnes d'amélioration de produit et de prolongation de garantie qui s'appliquent à votre véhicule.

Veillez vérifier si le numéro d'identification du véhicule (NIV) de dix-sept caractères indiqué au haut de la présente lettre correspond au NIV de dix-sept caractères qui se trouve dans le coin supérieur gauche de la planche de bord de votre véhicule.

Quel est le problème?

Sur certains véhicules CR-V 2017 et 2018, équipés du moteur turbocompressé de 1,5 L à injection directe, l'huile moteur pourrait devenir excessivement diluée par du carburant et de l'humidité, particulièrement lors de courts trajets effectués à répétition, à de très basses températures ambiantes. De l'huile moteur excessivement diluée pourrait être la cause de divers symptômes :

- Illumination du témoin d'anomalie en raison de ratés d'allumage;
- Illumination du témoin d'anomalie en raison d'un mélange de carburant-air excessivement riche;
- Illumination du témoin de basse pression d'huile en raison du gel de l'humidité dans le carter d'huile;
- Dans de rares cas, un bruit anormal provenant de l'arbre à cames en raison de l'usure causée par le gel des roulements des culbuteurs.

La quantité de dilution d'huile, dont votre moteur pourrait faire l'objet, est établie par un équilibre entre la quantité de carburant injectée dans les cylindres qui s'infiltré dans le carter d'huile et la capacité du moteur à évaporer et à brûler ce carburant alors qu'il se réchauffe. Une certaine quantité de dilution d'huile est normale pour ce moteur. Cette campagne d'amélioration de produit comprend des mises à jour des logiciels d'injection de carburant du moteur, de la transmission à variation continue (CVT) et, sur certains véhicules, de l'unité de contrôle de la température afin de limiter la dilution d'huile en modifiant les paramètres d'injection de carburant et en améliorant la vitesse à laquelle le moteur se réchauffe. Dans le cadre de la campagne d'amélioration de produit, l'huile moteur sera remplacée sans frais pour retirer toute quantité excessive de carburant ou d'humidité qui pourrait s'être accumulée dans l'huile moteur.

En plus de cette amélioration de produit, Honda Canada prolonge la garantie de certains composants du moteur jusqu'à six ans à compter de la date initiale d'enregistrement du véhicule, sans limite de kilométrage. Cette prolongation de garantie couvrira les réparations du moteur requises suite à une dilution excessive de l'huile, qui pourrait se produire avant que les travaux dans le cadre de cette campagne d'amélioration de produit soient effectués sur votre véhicule.

Veillez noter les conditions suivantes après avoir fait les mises à jour requises :

1. Lors du fonctionnement de la chaufferette, vous pourriez ressentir des températures plus élevées aux bouches d'air pendant que le moteur réchauffe.
2. Vous pourriez remarquer à l'occasion que le moteur fonctionne avec un niveau d'huile au-dessus du repère supérieur de la jauge d'huile, lors d'une vérification du niveau d'huile. Il s'agit d'une condition normale pour cette catégorie de moteur et n'aura aucun effet négatif à long terme sur la performance du moteur ou sa durabilité.

Que devez-vous faire?

Veillez communiquer avec votre concessionnaire Honda afin de prendre rendez-vous pour faire effectuer les travaux requis sur votre véhicule dans le cadre de cette campagne d'amélioration de produit. Les logiciels requis seront mis à jour et, sur certains véhicules, l'unité de contrôle de la température sera remplacée. Votre concessionnaire vous informera également du temps nécessaire pour effectuer les travaux – généralement moins d'une journée. Le concessionnaire effectuera sans frais les travaux requis dans le cadre de la campagne d'amélioration de produit.

Pour obtenir de l'assistance :

Si vous avez besoin d'aide pour trouver un concessionnaire Honda, ou si votre concessionnaire n'est pas en mesure d'effectuer les réparations requises sans frais, veuillez communiquer avec le Département des relations avec la clientèle de Honda Canada au 1 888 8HONDA9 (1 888 948-6329). Pour trouver le concessionnaire Honda le plus près, vous pouvez également visiter notre site Web au www.honda.ca.

Aidez Honda Canada à vous tenir au courant.

Cet avis vous a été envoyé par la poste selon les renseignements les plus récents que nous possédons. Si vous n'êtes plus propriétaire de ce véhicule, ou si l'information sur cet avis est inexacte, veuillez communiquer avec le Département des relations avec la clientèle de Honda Canada au 1 888 8HONDA9 (1 888 948-6329), ou faites parvenir cet avis au nouveau propriétaire.

Nous nous excusons pour tout inconvénient que cette campagne d'amélioration de produit pourrait vous causer. Nous vous remercions de votre collaboration.

Cordialement,

Dave Jamieson
Vice-président, Pièces et Service



VIN:
Campaign: N6_/N68
December 2018

Product Update and Warranty Extension campaigns: Engine Oil Dilution

Dear Honda owner:

We are sending this letter to notify you of a product update and a warranty extension that apply to your vehicle.

Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the upper left of your vehicle's dashboard.

What is the problem?

On some 2016-2018 Civic vehicles equipped with a 1.5L turbo direct-injection engine, the engine oil may become overly diluted with fuel and moisture, particularly when driving repeated short trips in very low ambient temperatures. Overly diluted engine oil may cause a variety of symptoms:

- Check Engine Light (Malfunction Indicator Lamp) illuminated due to engine misfire;
- Check Engine Light (Malfunction Indicator Lamp) illuminated due to excessively rich (high fuel/air ratio) running conditions;
- Low oil pressure light illuminated due to moisture freezing in the oil pan;
- In exceptional cases, abnormal noise from the engine camshaft due to wear caused by freezing of the rocker arm roller bearings.

The amount of oil dilution your engine may have is determined by a balance between the amount of fuel injected into the cylinders that migrates to the oil pan and the ability of the engine to vaporize and burn this fuel as it warms up. Some oil dilution is normal for this engine. This product update includes software updates to the engine's fuel injection, the CVT (Continuously Variable Transmission) if equipped, and the climate control unit to limit oil dilution by modifying fuel injection parameters and improving the speed of engine warm up. As part of the update service, your engine oil will be replaced free-of-charge to remove any excessive fuel or moisture, which may have accumulated in the engine oil.

In addition to this product update, Honda Canada is extending the warranty on certain engine components to six years from initial vehicle registration, with no mileage limit. This extended warranty will cover engine repairs required as a result of excess oil dilution which may occur before the product update service is completed on your vehicle.

Please note the following conditions after the prescribed updates are completed:

1. when operating the heater you may feel increased temperatures at the vents during the engine warm-up period;
2. you may periodically notice that the engine is operating with the oil level above the "upper" mark when checking the oil by the dipstick. This is a normal condition for this class of engine and will have no adverse effects on engine performance or long-term engine durability.

What should you do?

Please contact your Honda dealer to schedule an appointment to have this product update performed on your vehicle. The necessary software will be updated and the climate control unit will also be replaced. Your dealer will be able to give you an estimate of how long they will require your vehicle – usually less than a day. The dealer will perform the product update service free of charge.

Who to contact if you experience problems or have questions?

If you need assistance with locating a Honda dealer, or if your dealer is unable to make the necessary repairs free of charge, please contact Honda Canada Customer Relations at 1-888-9HONDA9 (1-888-946-6329). You can also visit our website at www.honda.ca to locate a Honda dealer near you.

Please help Honda Canada keep you informed:

This notice was mailed to you according to the most current information we have available. If you no longer own this vehicle, or some information in this notice is incorrect, please contact Honda Canada Customer Relations at 1-888-9HONDA9 (1-888-946-6329) or forward this notice to the new owner.

We apologize for any inconvenience this product update may cause you. Thank you for your co-operation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Jamieson'.

Dave Jamieson
Vice President, Parts and Service



NIV :
Campagne : N6_/N68
Décembre 2018

Campagnes d'amélioration de produit et de prolongation de garantie : Dilution de l'huile moteur

À l'attention des propriétaires d'un véhicule Honda :

Nous vous faisons parvenir cette lettre pour vous informer de campagnes d'amélioration de produit et de prolongation de garantie qui s'appliquent à votre véhicule.

Veillez vérifier si le numéro d'identification du véhicule (NIV) de dix-sept caractères indiqué au haut de la présente lettre correspond au NIV de dix-sept caractères qui se trouve dans le coin supérieur gauche de la planche de bord de votre véhicule.

Quel est le problème?

Sur certains véhicules Civic 2016 à 2018, équipés du moteur turbocompressé de 1,5 L à injection directe, l'huile moteur pourrait devenir excessivement diluée par du carburant et de l'humidité, particulièrement lors de courts trajets effectués à répétition, à de très basses températures ambiantes. De l'huile moteur excessivement diluée pourrait être la cause de divers symptômes :

- Illumination du témoin d'anomalie du moteur (témoin d'anomalie) en raison de ratés d'allumage;
- Illumination du témoin d'anomalie du moteur (témoin d'anomalie) en raison d'un mélange de carburant-air excessivement riche;
- Illumination du témoin de basse pression d'huile en raison du gel de l'humidité dans le carter d'huile;
- Dans de rares cas, un bruit anormal provenant de l'arbre à cames en raison de l'usure causée par le gel des roulements des culbuteurs.

La quantité de dilution d'huile, dont votre moteur pourrait faire l'objet, est établie par un équilibre entre la quantité de carburant injectée dans les cylindres qui s'infiltre dans le carter d'huile et la capacité du moteur à évaporer et à brûler ce carburant alors que le moteur se réchauffe. Une certaine quantité de dilution d'huile est normale pour ce moteur. Cette campagne d'amélioration de produit comprend des mises à jour des logiciels d'injection de carburant du moteur, de la transmission à variation continue (CVT), si équipé, et de l'unité de contrôle de la température afin de limiter la dilution d'huile en modifiant les paramètres d'injection de carburant et en améliorant la vitesse à laquelle le moteur se réchauffe. Dans le cadre de la campagne d'amélioration de produit, l'huile moteur sera remplacée sans frais pour retirer toute quantité excessive de carburant ou d'humidité qui pourrait s'être accumulée dans l'huile moteur.

En plus de cette amélioration de produit, Honda Canada prolonge la garantie de certains composants du moteur jusqu'à six ans à compter de la date initiale d'enregistrement du véhicule, sans limite de kilométrage. Cette prolongation de garantie couvrira les réparations du moteur requises suite à une dilution excessive de l'huile, qui pourrait se produire avant que les travaux dans le cadre de cette campagne d'amélioration de produit soient effectués sur votre véhicule.

Veillez noter les conditions suivantes après avoir fait les mises à jour requises :

1. Lors du fonctionnement de la chaudière, vous pourriez ressentir des températures plus élevées aux bouches d'air pendant que le moteur se réchauffe.
2. Vous pourriez remarquer à l'occasion que le moteur fonctionne avec un niveau d'huile au-dessus du repère supérieur de la jauge d'huile, lors d'une vérification du niveau d'huile. Il s'agit d'une condition normale pour cette catégorie de moteur et n'aura aucun effet négatif à long terme sur la performance du moteur ou sa durabilité.

Que devez-vous faire?

Veillez communiquer avec votre concessionnaire Honda afin de prendre rendez-vous pour faire effectuer les travaux requis sur votre véhicule dans le cadre de cette campagne d'amélioration de produit. Les logiciels requis seront mis à jour et l'unité de contrôle de la température sera également remplacée. Votre concessionnaire vous informera également du temps nécessaire pour effectuer les travaux – généralement moins d'une journée. Le concessionnaire effectuera sans frais les travaux requis dans le cadre de la campagne d'amélioration de produit.

Pour obtenir de l'assistance :

Si vous avez besoin d'aide pour trouver un concessionnaire Honda, ou si votre concessionnaire n'est pas en mesure d'effectuer les réparations requises sans frais, veuillez communiquer avec le Département des relations avec la clientèle de Honda Canada au 1 888 9HONDA9 (1 888 946-6329). Pour trouver le concessionnaire Honda le plus près, vous pouvez également visiter notre site Web au www.honda.ca.

Aidez Honda Canada à vous tenir au courant.

Cet avis vous a été envoyé par la poste selon les renseignements les plus récents que nous possédons. Si vous n'êtes plus propriétaire de ce véhicule, ou si l'information sur cet avis est inexacte, veuillez communiquer avec le Département des relations avec la clientèle de Honda Canada au 1 888 9HONDA9 (1 888 946-6329), ou faites parvenir cet avis au nouveau propriétaire.

Nous nous excusons pour tout inconvénient que cette campagne d'amélioration de produit pourrait vous causer. Nous vous remercions de votre collaboration.

Cordialement,

Dave Jamieson
Vice-président, Pièces et Service