

**HONDA CANADIAN TAKATA AIRBAG INFLATOR CLASS ACTION**  
**SETTLEMENT AGREEMENT**

**Made at Toronto as of the 14th day of January, 2019**

As Amended the 3<sup>rd</sup> day of May, 2019

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## RECITALS

A. WHEREAS the Plaintiffs (**all terms defined below**) have commenced Actions in the Courts of Ontario, Quebec, Saskatchewan and British Columbia against Honda, in relation to alleged defects in Takata PSAN Inflators that were installed in Subject Vehicles;

B. WHEREAS the Plaintiffs assert that components of Takata PSAN Inflators may deteriorate over time, creating excessive internal pressure which may cause airbags to rupture and expel metal fragments through the airbag cushion, injuring vehicle occupants;

C. WHEREAS the Plaintiffs further assert that injuries have in fact resulted from Takata PSAN Inflators, that Takata PSAN Inflators that have not ruptured contain a dangerous defect and continue to present a risk of rupture, and that this risk has allegedly caused the Class to suffer emotional distress, mental anguish, inconvenience, diminished value of their vehicles, and associated out-of-pocket expenses;

D. WHEREAS the Plaintiffs have asserted various statutory and common law liability claims in the Actions against Honda because of the alleged dangerous defect in Takata PSAN Inflators, including claims alleging negligence, misrepresentation, the tort of fraud by concealment, breach of warranty, and breach of consumer protection legislation;

E. WHEREAS Honda has undertaken Recalls of Subject Vehicles, and has implemented and will implement Recall Remedies, and whereas the Plaintiffs allege that Class Members have incurred or will incur out of pocket expenses arising either from obtaining the Recall Remedy or from refraining from driving a recalled Subject Vehicle owing to fear of operating it pending obtaining the Recall Remedy.

F. WHEREAS Honda denies the allegations in the Actions, including each and every claim and allegation of wrongdoing, and all allegations that the Plaintiffs or the Class have suffered damage or are entitled to any relief as a result of any conduct on the part of Honda;

G. WHEREAS Honda, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate these Actions, and for the purpose of fully and finally resolving, on a national basis, all Released Claims that were or could have been asserted by Plaintiffs and the

Class, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

H. WHEREAS Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Plaintiffs and the Class, and that Class Counsel have consulted with and confirmed that the Plaintiffs support and have no objection to this Agreement;

I. WHEREAS the Plaintiffs assert they are adequate class representatives for the present Agreement;

J. WHEREAS the Parties have investigated the facts and underlying events relating to the subject matter of the Actions, 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 Plaintiffs and the Class;

K. 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 Actions 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 Actions;

L. WHEREAS this Agreement was amended by the Parties on May 3, 2019 to provide for minor adjustments to the Settlement, all other terms of the Agreement continuing to apply without amendment;

M. 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 Plaintiffs have or could have asserted in the Actions;

N. NOW THEREFORE, without any admission or concession by the Plaintiffs or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Honda of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Courts, Plaintiffs, Class Counsel and Honda agree as follows:

## **SECTION 1 – DEFINITIONS**

1.1 “**Actions**” means the following putative class proceedings:

- a) Court File No. CV-16-543767-00CP (formerly Windsor court file no. CV-14-21482) commenced in the Ontario Superior Court of Justice in Toronto by Rick A. Des-Rosiers and Stephen Kominar against: Takata Corporation; TK Holdings Inc.; Honda Motor Co. Ltd.; Honda of America Manufacturing, Inc.; and Honda Canada;
- b) Court File No. 500-06-000723-144 commenced in the Province of Quebec, District of Montreal by Eleni Vitoratos and Andrea Frey against: Takata Corporation; TK Holdings, Inc.; Highland Industries, Inc.; Honda Canada Inc.; Honda Motor Co., Ltd.; Toyota Canada Inc.; Toyota Motor Corporation; Toyota Motor Engineering & Manufacturing North America, Inc.; Subaru Canada, Inc.; Fuji Heavy Industries, Ltd.; BMW Canada Inc./BMW Group Canada; BMW of North America, LLC; BMW Manufacturing Co. LLC; BMW AG; Nissan Canada Inc.; Nissan North America, Inc.; Nissan Motor Co., Ltd.; Mazda Canada Inc.; Mazda Motor Corporation; Ford Motor Company of Canada, Limited; Ford Motor Company; General Motors of Canada Limited; General Motors Corporation; Chrysler Canada Inc.; FCA US LLC; Mitsubishi Canada Limited; and Mitsubishi International Corporation;
- c) Court File No. QBG 1284 of 2015 commenced in the Court of Queen’s Bench for Saskatchewan, Judicial Centre of Regina, by Dale Hall against: Takata Corporation; TK Holdings, Inc.; Highland Industries, Inc.; Honda Motor Co., Ltd.; Honda of America Manufacturing, Inc.; Honda Canada Inc.; Toyota Motor Corporation; Toyota Motor Manufacturing, Indiana, Inc.; Toyota Motor Manufacturing Canada Inc.; Toyota Canada Inc.; Nissan Motor Co., Ltd.; Nissan North America, Inc.; Nissan Canada Inc.;

BMW AG; BMW Manufacturing Co., LLC; BMW North America, LLC; BMW Group Canada; BMW Canada Inc.; Ford Motor Company; Ford Motor Company of Canada, Limited; General Motors Company; General Motors of Canada Limited; Mazda Motor Corporation; Mazda North American Operations; Mazda Canada Inc.; Fuji Heavy Industries, Ltd.; Subaru Canada, Inc.; Fiat Chrysler Automobiles; FCA US LLC; FCA Canada Inc.; Mitsubishi Group; Mitsubishi Motors North America, Inc.; and Mitsubishi Motor Sales of Canada, Inc.;

- d) Court File No. S-148694 commenced in the Supreme Court of British Columbia, Vancouver Registry, by Reena Rai against Takata Corporation; TK Holdings, Inc.; Highland Industries, Inc.; Honda Motor Company, Ltd.; American Honda Motor Company, Inc.; and Honda Canada Inc.

1.2 “**Agreement**” means this Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement and the Recitals and Schedules hereto, including any subsequent amendments and any Schedules to such amendments.

1.3 “**ALPHA Inflators**” means certain Takata PSDIs installed as original equipment in the Subject Vehicles listed in Schedule “B”, and never replaced.

1.4 “**Automotive Recyclers**” means persons or entities in Canada engaged in the business of salvaging motor vehicles or motor vehicle components for the purpose of resale or recycling automotive parts and who: (a) purchased, for resale, a Subject Vehicle with an un-deployed driver’s-side or front passenger’s-side airbag module with a Takata PSAN Inflator; or (b) were otherwise in possession of an un-deployed driver’s-side or front passenger’s-side airbag module from a Subject Vehicle with a Takata PSAN Inflator.

1.5 “**Automotive Recycler Program**” means the program discussed in Section 14 of this Agreement.

1.6 “**BETA Inflators**” means any Takata PSAN Inflators in the Subject Vehicles that are not ALPHA Inflators.

1.7 “**Cash Reimbursement Payments**” means a payment by Honda to an Eligible Claimant

made under the Customer Out-of-Pocket Expense Program, pursuant to this Agreement.

1.8 “**Claim Form**” means a form substantially identical in all material respects to the Claim Form attached hereto as Schedule “G”, or an electronic equivalent that is formatted for ease of completion on the Website, which shall be used by Settlement Class Members for submitting a Settlement Claim under the Customer Out-of-Pocket Expense Program pursuant to Section 11 of this Agreement.

1.9 “**Claims Period**” means the period between the Final Approval Date and:

- a) in respect of Settlement Class Members who owned or leased a Subject Vehicle at the time of a Recall notification, but who no longer own or lease a Subject Vehicle as of the Final Approval Date, the later of: (i) one year from the date of NOD submission to Transport Canada; or (ii) one year from the Final Approval Date; or
- b) in respect of Settlement Class Members who owned or leased, on the Final Approval Date, a Subject Vehicle that is subject to a Recall notification, the later of: (i) one year from the date of NOD submission to Transport Canada; or (ii) one year from the Final Approval Date.

1.10 “**Claims Process**” means the process that Settlement Class Members must follow to seek Cash Reimbursement Payments under the Customer Out-of-Pocket Expense Program in accordance with Section 11 of the Agreement.

1.11 “**Class**” means all persons resident in Canada, including Automotive Recyclers, who: (a) owned or leased a Subject Vehicle on the Final Approval Date; or (b) formerly owned or leased a Subject Vehicle, but after being notified of a Recall and before the Final Approval Date, ceased to do so.

1.12 “**Class Counsel**” means the law firms of Strosberg Sasso Sutts LLP, McKenzie Lake Lawyers LLP, Rochon Genova LLP, Kim Spencer McPhee Barristers P.C., Merchant Law Group LLP, Consumer Law Group P.C., and Garcha & Company.

1.13 “**Class Counsel Fee**” means the total fixed sum, if any, approved by the Ontario and Quebec Courts 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 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 this Agreement.

1.14 **"Class Member"** means, except as otherwise provided in this Agreement in s. 12.1, an individual member of the Class.

1.15 **"Common Issue"** means the issue of whether some or all of the Subject Vehicles contain a Takata PSAN Inflator that is the subject of a Recall.

1.16 **"Court"** means the Ontario Superior Court of Justice, the Supreme Court of British Columbia, the Court of Queen's Bench for Saskatchewan, or the Superior Court of Quebec, as the case may be.

1.17 **"Customer Out-of-Pocket Expense Program"** means the program discussed in Section 11 of this Agreement.

1.18 **"Customer Support Program"** means the program discussed in Section 13 of this Agreement.

1.19 **"Day"** means a calendar day, unless otherwise expressly noted.

1.20 **"Defence Counsel"** means the law firm of McMillan LLP.

1.21 **"Denied as Ineligible"** means that all or part of the Settlement Claim has been denied or otherwise does not satisfy the eligibility criteria of this Agreement.

1.22 **"Denied for Incomplete Information"** means that the Honda Administrator is unable to evaluate all or part of a Settlement Claim because the additional information or Supporting Documentation identified on the Notice of Claim Determination is required.

1.23 “**Direct Notice**” means notice in the form set out in Schedule “E.1” to be disseminated in accordance with the Notice Plan.

1.24 “**Eligible Claimant**” means a Settlement Class Member who:

- a) owns or owned, or leases or leased, a Subject Vehicle;
- b) timely signs and submits, during the Claims Period, a properly completed Settlement Claim under the Customer Out-of-Pocket Expense Program;
- c) meets all of the relevant criteria set forth in the Agreement; and
- d) is determined by the Honda Administrator to be entitled to a Cash Reimbursement Payment.

1.25 “**Epiq**” means Epiq Class Action Services Canada, Inc.

1.26 “**Final Approval Date**” means the date Settlement Approval Orders have been issued by each of the Courts of Ontario and Quebec, without material amendment, and Recognition Orders have been issued by each of the Courts of British Columbia and Saskatchewan, and where the times to appeal these Orders have expired without any appeal being taken, or where there has been a final disposition of all appeals without any reversal or amendment of these Orders.

1.27 “**Honda**” means Honda Motor Co., Ltd., Honda Canada Inc., Honda of America Manufacturing, Inc., and American Honda Motor Co., Inc.

1.28 “**Honda Administrator**” means a third-party person or organization retained and directed by Honda, and/or the group of Honda employees designated by Honda, to be responsible for administering the Settlement under this Agreement, including implementing the Notice Plan, determining Eligible Claimants under the Customer Out-of-Pocket Expense Program, and administering the Outreach Program.

1.29 “**Long Form Notice**” means notice in the form set out in Schedule “E” to be published in accordance with the Notice Plan.

1.30 “**NHTSA**” means the National Highway Traffic Safety Administration.

1.31 **"NOD"** means a notice of defect in respect of the Takata PSAN Inflators that have the potential to rupture and deploy abnormally, or replacements therefor installed pursuant to a Recall Remedy, delivered by Honda to Transport Canada pursuant to the *Motor Vehicle Safety Act* (Canada).

1.32 **"Notice"** means the Long Form Notice and Direct Notice in the forms set out in Schedule "E" and "E.1" to be disseminated and/or published in accordance with the Notice Plan.

1.33 **"Notice and Certification Date"** means the date Notice and Certification Orders have been issued by each of the Courts of Ontario and Quebec, without material amendment, and where the time to appeal the Notice and Certification Orders has expired without any appeal being taken, or where there has been a final disposition of all appeals without any reversal or amendment of the Notice and Certification Orders.

1.34 **"Notice and Certification Order"** means an order substantially in the form attached hereto as Schedule "K" (i) approving the Notice, (ii) approving the Notice Plan, and (iii) certifying an Action for settlement purposes. For greater certainty, a Notice and Certification Order must be issued by the Court in each of Quebec, for residents of Quebec, and Ontario, for all other residents of Canada.

1.35 **"Notice of Claim Determination"** means the form attached hereto as Schedule "H".

1.36 **"Notice Date"** means the date that dissemination of the Direct Notice to the Class, in accordance with the Notice Plan, is completed.

1.37 **"Notice of Dispute"** means a notice in the form attached hereto as Schedule "I".

1.38 **"Notice Plan"** means the plan for providing class-wide notice of the Settlement, attached hereto as Schedule "F".

1.39 **"Opt Out Deadline"** means the date that is SIXTY (60) Days after the Notice Date.

1.40 **"Opt Out Form"** means the document in the form attached hereto as Schedule "J".

1.41 **"Outreach Program"** means the program discussed in Section 11 of this Agreement.

1.42 **"Opt Out Threshold"** means FIVE THOUSAND (5,000) timely and valid opt outs by potential Class Members made in accordance with Section 6.

1.43 **"Parties"** means Honda and the Plaintiffs.

1.44 **"Plaintiffs"** means Rick A. Des-Rosiers, Stephen Kominar, Dale Hall, Eleni Vitoratos, Andrea Frey, and Reena Rai.

1.45 **"PSAN"** means Phase-Stabilized Ammonium Nitrate.

1.46 **"PSDI"** means Programmable Smokeless Driver Inflator.

1.47 **"Recall"** means all past, present and future recalls related to Takata PSAN Inflators, desiccated or non-desiccated, in the driver's-side or passenger's-side front airbag in the Subject Vehicles, or replacements therefor installed pursuant to a Recall Remedy, and in respect of which an NOD is submitted to Transport Canada.

1.48 **"Recall Remedy"** means the replacement of parts and/or other countermeasures performed to address a Recall on the Subject Vehicles.

1.49 **"Recognition Hearing"** means a hearing by a Court to consider granting a Recognition Order.

1.50 **"Recognition Order"** means an order recognizing the Settlement Approval Order issued by the Ontario Court as applicable within the jurisdiction of the Court granting the Recognition Order.

1.51 **"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 negligent design, testing, manufacture, installation, handling of materials, investigation, inspection, non-disclosure, recall, and alleged failure to warn, to maintain records, to maintain adequate accident-related protocols and procedures, to report, or to provide replacement vehicles, some or all of which allegedly resulted in property damage, diminished vehicle value, 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 Releasors, 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 Recalls and any and all allegations in the Actions, including, without any limitation whatsoever, any and all common issues at any time pled or alleged by any of the Plaintiffs, but excluding any claim for or relating to bodily injury and its sequelae arising from the deployment of an inflator in a Subject Vehicle that is subject to a Recall. Nothing in this Agreement shall be interpreted to modify or diminish the manufacturer's limited, written warranty with respect to the Subject Vehicles.

1.52 “**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.

1.53 “**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.

1.54 **"Settlement"** means the settlement provided for in this Agreement.

1.55 **"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.

1.56 **"Settlement Approval Hearing Date"** means the dates for the Settlement Approval Hearings.

1.57 **"Settlement Approval Order"** means an order substantially in the form attached as Schedule "L", approving the Settlement and approving the Class Counsel Fee, by the Courts in Quebec, for residents of Quebec, and Ontario, for all other residents of Canada

1.58 **"Settlement Claim"** means a Claim Form together with any Supporting Documentation submitted to the Honda Administrator by a Settlement Class Member.

1.59 **"Settlement Class Members"** means, except as otherwise provided in this Agreement in s. 11.2, all members of the Class who do not validly opt out of this Settlement in accordance with the terms of this Agreement.

1.60 **"Subject Vehicles"** means those Honda vehicles (including Goldwing Motorcycles) with applicable model years listed in Schedule "A" manufactured by Honda and distributed by Honda Canada Inc. for sale or lease in Canada that contain or contained Takata PSAN Inflators in their driver's-side or passenger's-side front airbag, or rider airbag in respect of Goldwing Motorcycles, that: (i) have been the subject of a Recall; and (ii) may be subject to a future Recall as referenced in an NOD submitted to Transport Canada. For greater certainty, no vehicle distributed for sale or lease in the United States with an American VIN is a Subject Vehicle for the purpose of this Agreement.

1.61 **"Subsequent Notice of Claim Determination"** means a Notice of Claim Determination that is delivered to a Settlement Class Member in respect of any additional information or

Supporting Documentation that is sent to the Honda Administrator after all or part of a Settlement Claim has been Denied for Incomplete Information.

1.62 **“Substantial Completion”** means, for each Subject Vehicle model year, the date upon which the Recall Remedy has been performed for the percentage of Subject Vehicles identified in Schedule “C”.

1.63 **“Supporting Documentation”** means evidence demonstrating actual out-of-pocket costs incurred by Settlement Class Members submitted in support of a Settlement Claim, including but not limited to receipts, invoices, bank or credit card statements, other financial records, pay stubs, and certified true copies thereof.

1.64 **“Takata”** means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN Inflators and inflator modules.

1.65 **“Takata PSAN Inflators”** means all airbag inflators for driver’s-side or passenger’s-side front airbags and motorcycle rider airbags, manufactured and sold by Takata containing propellant with PSAN, including 2004 and 2004L propellant, whether desiccated or non-desiccated, and includes PSDIs.

1.66 **“VIN”** means vehicle identification number.

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

## **SECTION 2 – PURPOSE OF THIS AGREEMENT**

2.1 The purpose of this Agreement is to memorialize the payments, terms and conditions of the Settlement through and by which the Parties wish to finally and conclusively resolve the matters at issue in the Actions, including, without limitation, any and all Released Claims. With Honda’s performance as prescribed herein, Honda shall have fully and finally addressed the Released Claims. The purpose of the Outreach Program is to eliminate alleged continuing damage to Class Members’ property and to ameliorate emotional distress and mental anguish as alleged in

the Actions.

2.2 The Parties are entering into this Agreement for the purpose of compromising and settling disputed claims.

2.3 Neither the execution of this Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in the Actions or in any other action or proceeding, be construed or considered as evidence of an admission by Honda of the validity of any of the Released Claims that have or could have been made by the Plaintiffs, the Class, or any Class Member. This Agreement, however, may be admitted as evidence in any action to enforce its terms.

2.4 Nothing in this Agreement or in the documents relating to this Agreement shall be construed, deemed or offered as an admission by any of the Parties, or by any Class Member, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, regardless of whether this Agreement ultimately becomes effective.

2.5 This Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be, offered, received, or construed as evidence of, a presumption of, concession of, or an admission by any of the Parties in respect of any of the following:

- a) the liability or non-liability of any person, including without limitation any of the Releasees or any of the Parties;
- b) the suitability or unsuitability for certification of any litigation class whatsoever;
- c) the extent to which any claim against the Releasees could satisfy the requirements for certification of a litigation class if certification were contested; or
- d) the making of any alleged misrepresentation or omission in any statement or written document approved or made by any Releasee or Party.

2.6 Notwithstanding Sections 2.4 and 2.5, reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to give effect to the



provisions of this Agreement, as further set forth in this Agreement. In addition, and for greater certainty, nothing in this Agreement precludes the use or admission into evidence of this Agreement in a proceeding between Honda and its insurers.

### **SECTION 3 – CERTIFICATION FOR SETTLEMENT PURPOSES**

3.1 For the purposes of implementing this Agreement, and for no other purpose, Honda consents to the certification and authorization of the Class, as set forth in the Notice and Certification Orders, on the terms and conditions of this Agreement.

3.2 The Plaintiffs agree that, in the motions seeking the Notice and Certification Orders, the only common issue that they will seek to certify or authorize is the Common Issue, and the only class that they will seek to certify and authorize is the class composed exclusively of Class Members.

3.3 Neither the certification of a 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 any Action, 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 Actions or on any basis in any other proceeding.

### **SECTION 4 – BEST EFFORTS AND AGREEMENT TO COOPERATE**

4.1 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 a Court fails to grant a Notice and Certification Order, Settlement Approval Order or Recognition Order, then the Plaintiffs, Class 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, a Court does not grant a Notice and Certification Order and a Settlement Approval Order or Recognition Order, then this Agreement will be terminated in accordance with Section 7.

### **SECTION 5 – REQUIRED EVENTS**

5.1 Promptly after the execution of this Agreement, or as soon as possible depending on the

availability of the Courts, the Parties will seek a Notice and Certification Order from each of the Quebec and Ontario Courts, which shall (i) certify/authorize the Class for settlement purposes only, (ii) approve the text of the Notice, and (iii) approve the Notice Plan.

5.2 After one Court has issued the first Notice and Certification Order, the Parties will seek a Notice and Certification Order from the other Court as soon as possible depending on the availability of the Court.

5.3 The Honda Administrator will arrange for the publication of the Long Form Notice on the Website and the dissemination of the Direct Notice in accordance with the Notice Plan as soon as practicable after the Notice and Certification Date. Class Counsel shall also publish the Long Form Notice on their websites.

5.4 Honda will ensure that this Agreement as well as the Schedules and relevant notices 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 Schedule, however, the English version shall prevail.

5.5 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, British Columbia, Saskatchewan, and Quebec, and Canadian natural justice.

5.6 Forthwith after the Notice and Certification Date, Class Counsel shall schedule (i) the Settlement Approval Hearings in Quebec and Ontario, to be heard on dates to be decided by those Courts, to obtain the Settlement Approval Orders, and (ii) the Recognition Hearings in British Columbia and Saskatchewan, to be heard on dates to be decided by those Courts, to obtain the Recognition Orders. The Settlement Approval Hearing Dates shall be at least THIRTY (30) Days after the Opt Out Deadline, as soon thereafter as can be arranged with the Courts, and the Recognitions Hearings shall be scheduled after the Settlement Approval Hearing Dates.

5.7 Promptly after the Final Approval Date, the Actions shall be dismissed with prejudice as against Honda. The Parties agree to request the Courts to dismiss the Actions with prejudice as against Honda in the Settlement Approval Orders and Recognition Orders.

5.8 Should the Ontario or Quebec Courts refuse to approve this Agreement in substantially the same terms during the Settlement Approval Hearings, or should the British Columbia or Saskatchewan Courts fail to grant Recognition Orders, this Agreement will terminate in accordance with Section 7.

## **SECTION 6 – OBJECTIONS AND OPTING OUT**

### **Opting Out**

6.1 Any Class Member who desires to be excluded from the Settlement must submit a properly completed Opt Out Form to the Honda Administrator.

6.2 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 Subject 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.

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

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

6.5 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 Honda Administrator on or before the Opt-Out Deadline.

6.6 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; and (3) may bring his/her lawsuit, as the case may be, at his/her own expense.

6.7 The Honda 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 Courts at the Settlement Approval Hearings.

### **Objections**

6.8 Each Class Member 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 THIRTY (30) Days after the Notice Date, a statement of the objection signed by the Class Member containing all of the following information: (1) the objector's full name, address, and telephone number; (2) the model year and VIN of the Class Member's Subject Vehicle; (3) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection; (4) copies of any papers, briefs or other documents upon which the objection is based; (5) a statement of whether the objector intends to appear at a Settlement Approval Hearing; and (6) 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.

6.9 Upon the expiry of the deadline for serving statements of objection as provided in Section 6.8 above, Class Counsel shall deliver copies of each such statement to Defence Counsel and shall file them with the Courts that are to hear the settlement approval motions.

6.10 Any Class Member who does not file a timely written objection to the Agreement and a notice of his or her intent to appear at a Settlement Approval Hearing, 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.

## **SECTION 7 – TERMINATION**

7.1 Subject only to Section 4, unless the Plaintiffs 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 a Court declines to issue a Notice and Certification Order on substantially the same terms as Schedule “K” attached hereto, if a Court declines to issue a Settlement Approval Order on substantially the same terms as Schedule “L” attached hereto, or if an appeal of a Settlement Approval Order results in no Final Approval Date.

7.2 For greater certainty, neither a 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 a Court’s refusal to approve Class Counsel Fees at all, shall constitute a refusal to issue a Settlement Approval Order on substantially the same terms as Schedule “L” 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 or if a Court fails or refuses to issue a Recognition Order, or if a Recognition Order, once issued, is overturned on appeal.

7.4 If Honda elects to exercise its right to terminate this Agreement under Section 7.3, then Honda shall deliver written notice of its intention to terminate the Agreement to Class Counsel no later than TWENTY (20) Days after receiving the affidavit from the Honda Administrator reporting the number of Opt Out Forms referred to in Section 6.7.

7.5 Class Counsel will have TWENTY (20) Days from the date Honda delivers a notice of termination under Section 7.4 to address the concerns of any potential Class Members who have timely delivered, but not retracted, an Opt Out Form. If the number of potential Class Members who have delivered and not retracted an Opt Out Form exceeds the Opt Out Threshold after these TWENTY (20) Days, Honda, in its sole and absolute discretion, may terminate this Agreement.

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

7.7 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 Courts for orders:

- a) declaring the Agreement to be null and void and of no force or effect; and
- b) setting aside any Notice and Certification Orders, Settlement Approval Orders or Recognition Orders on the basis of the termination of the Agreement.

7.8 The following terms shall apply in the event that this Agreement is automatically terminated pursuant to 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 Actions 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 Plaintiffs and Class Members, 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 Actions 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 Actions or any other litigation.
- d) With the exception of this Section 7.8(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 15 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 dismissals of the Actions 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 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.

8.3 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.

8.4 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.

8.5 None of the Releasors 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 Final Approval 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 – ADMINISTRATION OF THE SETTLEMENT BY THE HONDA ADMINISTRATOR**

10.1 Honda will bear all costs and expenses of the Honda Administrator, including all costs incurred in connection with the Notice Plan and dissemination of the Direct Notice, the handling and processing of Settlement Claims, distribution of Cash Reimbursement Payments, and general administration of the Settlement. Honda will also be responsible for issuing, as soon as practicable after the Notice and Certification Date, and in accordance with the Notice Plan, a Press Release consistent with the Notice regarding the Settlement, in English and French, and releasing it over the Canadian English and French language news wires.

10.2 The Honda Administrator's duties and obligations with respect to administering the Settlement will include, without limitation:

- a) creating and maintaining the Website in accordance with this Agreement;
- b) maintaining the toll-free telephone number that Class Members may contact for information about the Settlement;
- c) receiving and responding to communications from Class Members;
- d) mailing, e-mailing or otherwise arranging for dissemination of the Direct Notice in accordance with the Notice Plan;
- e) managing returned mail, including maintaining documentation of the names of Class Members for whom mail has been returned;
- f) processing Settlement Claims submitted during the Claims Period;



- g) determining eligibility for and quantum of the Cash Reimbursement Payments to be received by Eligible Claimants under the Customer Out-of-Pocket Expense Program; and
- h) issuing Cash Reimbursement Payments to Eligible Claimants in respect of the Customer Out-of-Pocket Expense Program.

#### **The Website**

10.3 The Honda Administrator shall establish the Website after the first Notice and Certification Order is issued by a Court. The Website and all documents to be posted on the Website shall be published in English and French. The Honda Administrator shall maintain the Website for the duration of the Claims Period.

10.4 Promptly after the Notice and Certification Date, the Honda Administrator shall: (a) publish on the Website: the Agreement, the Notice and Certification Orders, the Long Form Notice, the Claim Form, and the Opt Out Form; and (b) publish on the Website the necessary content to permit electronic access to Claim Forms and online submission of Settlement Claims.

10.5 Promptly after the Notice Date, the Honda Administrator shall publish on the Website the Opt Out Deadline.

10.6 The Honda Administrator shall publish the Settlement Approval Orders and Recognition Orders on the Website promptly after the Final Approval Date.

#### **The Telephone Number**

10.7 After the first Notice and Certification Order is issued by a Court, and throughout the Claims Period, the Honda Administrator shall staff and maintain a toll-free telephone number that Class Members can call to request information regarding the Settlement.

10.8 The Honda Administrator shall return calls as soon as is practicable, and to respond to inquiries by Class Members regarding the Settlement or the Agreement.

10.9 The toll-free services shall be provided in English and French.

### **Records and Reporting Obligations**

10.10 After the Final Approval Date, the Honda Administrator will maintain the following information during and for a reasonable period after the Claims Period ends:

- a) the identities of Settlement Class Members who have filed Settlement Claims;
- b) the disposition of all Settlement Claims submitted and processed by the Honda Administrator; and
- c) copies of all Notices of Claim Determination issued.

10.11 No later than SIXTY (60) days after the end of the Claims Period, the Honda Administrator will report the following to Class Counsel:

- a) the number of Settlement Class Members who have filed Settlement Claims;
- b) the disposition of Settlement Claims submitted and processed by the Honda Administrator on an anonymized basis;
- c) the number of Notices of Claim Determination issued in which a Settlement Claim was approved; and
- d) the number of Notices of Claim Determination issued in which a Settlement Claim was Denied as Ineligible.

### **SECTION 11 – CUSTOMER OUT-OF-POCKET EXPENSE PROGRAM**

11.1 Settlement Class Members who own or owned or lease or leased Subject Vehicles and otherwise meet the requirements of this Agreement are entitled to submit a Settlement Claim during the Claims Period seeking a Cash Reimbursement Payment for reimbursement by Honda of reasonable out-of-pocket expenses.

11.2 For the purpose of the Customer Out-of-Pocket Expense Program outlined in this Section 11, "Settlement Class Members" does not include Automotive Recyclers. For greater certainty, the Customer Out-of-Pocket Expense Program is not available for and does not apply to Automotive Recyclers.

11.3 The purpose of the Customer Out-of-Pocket Expense Program is to compensate Settlement Class Members who, fearful of driving a Subject Vehicle: (1) incurred or incur actual costs while the Recall Remedy is being performed on their allegedly failed Takata PSAN Inflator, as more particularly described in Section 11.11; or (2) prior to the time the Recall Remedy could or can be performed, incurred or incur actual costs such as alternative transportation and storage expenses, as more particularly described in Section 11.11.

11.4 A Claim Form may be submitted by a legally authorized guardian or representative of an incapacitated, deceased or minor Settlement Class Member in respect of a Settlement Claim, provided, however, that documentation sufficient to confirm the legal status of the guardian or representative is also provided.

11.5 To be eligible for any Cash Reimbursement Payment, a Settlement Class Member must:

- a) truthfully, accurately and fully complete and submit the Claim Form;
- b) submit original or certified true copies of Supporting Documentation issued by a valid third-party issuer; and
- c) mail or submit through the Website the Settlement Claim to the Honda Administrator during the Claims Period.

11.6 A Settlement Claim for reimbursement under the Customer Out-of-Pocket Expense Program is available only for amounts that have not yet been reimbursed to the Settlement Class Member.

11.7 To be eligible for any Cash Reimbursement Payment, the VIN identified in the Claim Form must match a VIN identified as a Subject Vehicle in Honda's records. There shall be no recovery for any VIN that is not identified as a Subject Vehicle.

11.8 A Settlement Class Member shall make only one Settlement Claim for each Recall Remedy on a Subject Vehicle owned or leased by the Settlement Class Member. Multiple Recall Remedies available to be implemented for a single Subject Vehicle at the same time shall be treated as a single Recall Remedy for these purposes. For greater certainty, Settlement Class Members shall

not be entitled to duplicate claims in the event a Recall Remedy is required, and available at the same time, for both the driver's-side and passenger's-side front airbags of the Subject Vehicle.

11.9 Settlement Claims received before the Final Approval Date will not be processed by the Honda Administrator until after the Final Approval Date. Beginning after the Final Approval Date and continuing through the Claims Period, the Honda Administrator shall evaluate all Settlement Claims sent by Settlement Class Members to determine eligibility for, and quantum of, Cash Reimbursement Payments. No Settlement Claim received by the Honda Administrator after the expiration of the Claims Period will be processed under this Agreement.

11.10 Upon evaluating a Settlement Claim, the Honda Administrator shall send the Settlement Class Member a Notice of Claim Determination, in which the Honda Administrator will indicate that the Settlement Claim is:

- a) approved in full;
- b) approved in part;
- c) Denied for Incomplete Information, in full or in part, and the Honda Administrator shall identify the additional information or Supporting Documentation that the Honda Administrator must receive within THIRTY (30) Days to complete its determination; and/or
- d) Denied as Ineligible, in full or in part, for the reason or reasons identified therein.

11.11 For the purposes of administering the Customer Out-of-Pocket Expense Program and evaluating Settlement Claims for eligibility for, and quantum of, Cash Reimbursement Payments, the Honda Administrator shall consider the following out-of-pocket expenses to be reasonable:

- a) For Settlement Class Members who were notified of alleged defects in and/or damage to the Takata PSAN Inflators, for whom replacement parts necessary for completion of the Recall Remedy were not available for a period of time and who, fearful of driving the affected Subject Vehicle pending the Recall Remedy, refrained from doing so:
  - i. costs incurred to obtain alternate transportation during the period that replacement parts were unavailable; and

- ii. costs incurred to store the Subject Vehicle, while alternative transportation was being exploited.
- b) For Settlement Class Members who were notified of alleged defects in and/or damage to the Takata PSAN Inflators where replacement parts were available, who requested the Recall Remedy from an authorized Honda or Acura dealership but who, fearful of driving the affected Subject Vehicle pending the Recall Remedy, refrained from doing so:
  - i. costs incurred by the Settlement Class Member to obtain alternate transportation while awaiting performance of the requested Recall Remedy, after having requested service from an authorized Honda or Acura dealership, up to a maximum of SEVEN (7) days;
  - ii. costs incurred by the Settlement Class Member to store the Subject Vehicle while utilizing alternative transportation when awaiting performance of the requested Recall Remedy after having requested service from an authorized Honda or Acura dealership, up to a maximum of SEVEN (7) days; and
  - iii. costs incurred by the Settlement Class Member to tow or otherwise deliver the Subject Vehicle to an authorized Honda or Acura dealership to obtain the Recall Remedy.
- c) For Settlement Class Members, other actual costs incurred arising from the alleged damage to, the Subject Vehicle while obtaining the Recall Remedy, including:
  - i. reasonable child care expenses incurred by the Settlement Class Member: (a) in the course of delivering the Subject Vehicle to the authorized Honda or Acura dealership to obtain the Recall Remedy; or (b) in the course of picking up the Subject Vehicle from the authorized Honda or Acura dealership upon completion of the Recall Remedy;

- ii. lost wages incurred by the Settlement Class Member as a result of having to drop off or pick up the Subject Vehicle at an authorized Honda or Acura dealership to obtain the Recall Remedy; or
- iii. alternate transportation or associated costs where the Subject Vehicle was delivered to an authorized Honda or Acura dealership to obtain the Recall Remedy, and where the Settlement Class Member requested alternate transportation:
  - a. while the Recall Remedy work was underway; and/or
  - b. in the event of any delays in completion of the Recall Remedy.

11.12 The Honda Administrator may determine, in its sole and absolute discretion, the reasonableness of the mode of alternative transportation selected by the Settlement Class Member in the scenarios referenced in Section 11.11 above. If the Honda Administrator disputes such reasonableness, the Honda Administrator will deliver a Notice of Claim Determination indicating that the out-of-pocket expenses claimed for the mode of alternative transportation are Denied as Ineligible.

11.13 The specific categories of reasonable out-of-pocket expenses described in Section 11.11 above are non-exhaustive for Settlement Class Members. Settlement Class Members may make a Settlement Claim seeking reimbursement of other actual incurred costs arising from having not driven the Subject Vehicle owing to fear of driving it while awaiting a Recall Remedy, or from alleged damage to the Subject Vehicle. However, the reasonableness of such costs, and entitlement to reimbursement of same in whole or in part, shall be determined by the Honda Administrator in its sole and absolute discretion. If the Honda Administrator disputes such reasonableness or entitlement, the Honda Administrator will deliver a Notice of Claim Determination indicating that the out-of-pocket expenses claimed are Denied as Ineligible.

11.14 Settlement Claims received before the Final Approval Date will not be processed by the Honda Administrator until after the Final Approval Date.

11.15 For Settlement Class Members whose Settlement Claims meet the terms of this Agreement,

the Honda Administrator will send a Notice of Claim Determination indicating that all or part of the Settlement Claim has been approved and identifying the quantum of the approved Settlement Claim. The Honda Administrator will, at the same time or thereafter, send a Cash Reimbursement Payment in the approved amount.

11.16 Claims of Quebec Class Members under this section that lead to individual cash payments shall be subject to article 1.(3) of the *Regulation respecting the percentage withheld by the Fonds d'Aide aux recours collectifs*.

11.17 Cash Reimbursement Payments issued by cheque will become void, and will not be re-issued or repaid, if not cashed within ONE HUNDRED EIGHTY (180) Days of the date of issuance.

11.18 The Honda Administrator may request any additional documentation which, in its sole discretion, it reasonably believes is required to evaluate all or part of a Settlement Claim. If the Honda Administrator determines that additional information or Supporting Documentation is required to evaluate a Settlement Claim and determine eligibility for, or the quantum of, a Cash Reimbursement Payment, the Honda Administrator will send the Settlement Class Member a Notice of Claim Determination indicating that all or part of the Settlement Claim has been Denied for Incomplete Information. The Notice of Claim Determination will identify what additional information or Supporting Documentation is required, and request that the Settlement Class Member deliver such additional information or Supporting Documentation.

11.19 If the Honda Administrator receives the additional information or Supporting Documentation requested, within THIRTY (30) Days of the Notice of Claim Determination, the Honda Administrator shall consider such documentation in evaluating the portions of the Settlement Claim which had been Denied for Incomplete Information. After such consideration, the Honda Administrator shall issue a Subsequent Notice of Claim Determination, either approving the Settlement Claim, in whole or in part, or indicating all or part of the Settlement Claim has been Denied as Ineligible.

11.20 If the Honda Administrator has not received all of the additional information or Supporting Documentation identified in the Denied for Incomplete Information section of the Notice of Claim

Determination within THIRTY (30) Days of the date of the Notice of Claim Determination, the Settlement Claim will be Denied as Ineligible for failure to supply the additional information or Supporting Documentation. For greater certainty, the date that is THIRTY (30) Days from the date of the Notice of Claim Determination shall be the date upon which the Settlement Claim is deemed to be Denied as Ineligible for failure to supply all of additional information or Supporting Documentation. No further Notice of Claim Determination shall be issued in connection with a Settlement Claim that is Denied as Ineligible for failure to supply the requested additional information or Supporting Documentation.

11.21 A Settlement Class Member whose Settlement Claim, in whole or in part, is Denied as Ineligible may dispute the decision of the Honda Administrator by submitting, or having his or her counsel submit, to Epiq and Honda a Notice of Dispute. Any Notice of Dispute must be received by Epiq and Honda (i) within THIRTY (30) Days of the date of the Notice of Claim Determination; (ii) within THIRTY (30) Days of the date of a Subsequent Notice of Claim Determination issued pursuant to Section 11.19; or (iii) if a Settlement Claim is deemed to be Denied as Ineligible under Section 11.20, within SIXTY (60) Days from the date of the Notice of Claim Determination.

11.22 Within SIXTY (60) Days of receiving a Notice of Dispute, Epiq shall determine the matters in dispute and issue a Notice of Claim Determination. If Epiq approves all or part of the Settlement Claim, the Honda Administrator will thereafter send payment in the approved amount of the Cash Reimbursement Payment to the applicable Settlement Class Member. The decision of Epiq shall be final and binding, and no appeal shall lie therefrom.

11.23 Settlement Class Members who submit a Settlement Claim, but whose Settlement Claims are Denied as Ineligible and are not subsequently approved by Epiq, in whole or in part, will not recover Cash Reimbursement Payments under this Settlement in respect of the portion of the Settlement Claim that is Denied as Ineligible and not subsequently approved.

## **SECTION 12 – OUTREACH PROGRAM**

12.1 For the purposes of the Outreach Program outlined in this Section 12, “Class Member” does not include Automotive Recyclers. For greater certainty, the Outreach Program is not available for and does not apply to Automotive Recyclers.



12.2 The purpose of the Outreach Program is to eliminate alleged continuing damage to Class Members' property, ameliorate alleged emotional distress and alleged mental anguish, and maximize Recall Remedy completion rates for Takata PSAN Inflator Recalls via traditional and non-traditional outreach efforts, including by expanding those currently being used by Honda.

12.3 Honda shall oversee and bear all costs of the Outreach Program, which shall be administered by the Honda Administrator.

12.4 The Honda Administrator shall oversee and administer the Outreach Program with the goal of maximizing, to the extent reasonably practicable, completion of the Recall Remedy in Subject Vehicles for the Takata PSAN Inflator Recalls.

12.5 The Outreach Program applies to Takata PSAN Inflator Recalls that are covered by NODs that have already been submitted to Transport Canada. The Outreach Program shall also apply to any additional Takata PSAN Inflator Recalls covered by an NOD that is submitted to Transport Canada in the future.

12.6 Honda shall have no duty to offer the Recall Remedy or the Outreach Program other than in respect of the Takata PSAN Inflator Recalls referenced in Section 12.5 above.

12.7 Honda shall provide notifications under the Outreach Program as follows:

- A. For Class Members with Subject Vehicles containing ALPHA Inflators:
  - i. continued monthly notification to the Class Member via posted letter to uncompleted active registrations using updated CCMTA vehicle registration contact information;
  - ii. monthly posted letter notification will continue until the earlier of: (1) December 31, 2019; or (2) Substantial Completion;
  - iii. additional notifications will be delivered to Class Members via social media, e-mail, and/or by postings on a Honda website through December 31, 2019 or Substantial Completion, whichever comes first.

- B. For Class Members with Subject Vehicles containing BETA Inflators (including Goldwing Motorcycles):
  - i. following the delivery of an initial NOD to vehicle registrants, re-notification approximately every SIX (6) months for any ongoing Recall via posted letter and/or electronic (e-mail) letter to uncompleted active registrations using the best possible contact information available to Honda until the earlier of (1) FOUR (4) years post-NOD submission date; or (2) Substantial Completion;
  - ii. additional notifications will be delivered to Class Members via social media, e-mail, and/or by postings on a Honda website for FOUR (4) years post-NOD submission date for uncompleted active registrations.
- C. For owners or lessees of Subject Vehicles who currently reside in the U.S., where NHTSA makes available to Honda owner and lessee contact information for Subject Vehicles in the U.S., Honda will make efforts to notify owners and lessees whose Subject Vehicles have an outstanding Recall, by mail or other reasonable means of contact.

12.8 The Honda Administrator will periodically report to the Courts and the Parties (through their respective counsel), the results of the implementation of the Outreach Program. The reports shall be provided every SIX (6) months after the Final Approval Date to the extent of any ongoing outreach contemplated by this Agreement, including a final report at the end of the Outreach Program.

### **SECTION 13 – CUSTOMER SUPPORT PROGRAM**

13.1 As part of the consideration Honda is paying in exchange for the releases herein, Honda shall provide a Customer Support Program in accordance with this Agreement.

13.2 The Customer Support Program provides Class Members prospective coverage for repairs and adjustments (including parts and labour) needed to correct defective and/or damaged materials and/or defective workmanship in:

- a) original Takata PSAN Inflators in Subject Vehicles (including Takata PSAN Inflators in Goldwing Motorcycles); and
- b) replacement driver's-side or passenger's-side front airbag inflators installed pursuant to a Recall.

13.3 This benefit will terminate for an individual Class Member upon the deployment of an inflator to which it applies.

13.4 Upon sale or lease of the Subject Vehicle, this benefit shall transfer with the Subject Vehicle.

13.5 For Subject Vehicles that are set out in Schedule "D" and that have received the Recall Remedy, the Customer Support Program shall remain in effect for SEVEN (7) years from the date of submission to Transport Canada of the NOD for the Recall of the Takata PSAN Inflator that applies to the particular Subject Vehicle.

13.6 For Subject Vehicles not identified in Section 13.5, that are otherwise the subject of a Recall, or are the subject of a Recall in the future, and that receive the Recall Remedy, the Customer Support Program shall remain in effect for TEN (10) years from the date of submission to Transport Canada of the NOD for the Recall of the Takata PSAN Inflator that applies to the particular Subject Vehicle.

13.7 For greater certainty, the Customer Support Program end date may be different for Takata PSAN Inflators in the driver's-side and front passenger's-side of the same Subject Vehicle if the Takata PSAN Inflators were the subject of different NODs submitted at different times to Transport Canada.

13.8 For vehicles with original desiccated Takata PSAN Inflator(s) that are never recalled, the Customer Support Program will end on the latest of the end dates set out in Sections 13.5 and 13.6 above.

#### **SECTION 14 – AUTOMOTIVE RECYCLER PROGRAM**

14.1 The purpose of the Automotive Recycler Program is to eliminate alleged continuing

damage to Auto Recyclers' property, ameliorate alleged emotional distress and alleged mental anguish associated with the handling of scrap Takata PSAN Inflators in Subject Vehicles, and maximize Honda's recovery of scrap Takata PSAN Inflators from Automotive Recyclers. Notwithstanding any other provision of this Agreement, this section sets out the entirety of Settlement benefits available to Automotive Recyclers under this Agreement.

14.2 The Automotive Recycler Program shall continue until at least December 31, 2019.

14.3 Honda will, at its cost, continue to engage an external vendor to manage the scrap Takata PSAN Inflator return program. The duties of the external vendor include promotion of the Automotive Recycler Program, return and destruction of Takata PSAN Inflators, and payments to Automotive Recyclers.

14.4 In accordance with terms and pricing set by Honda from time to time, Honda shall pay to each Automotive Recycler a reasonable fee necessary to accomplish the purposes of the Automotive Recycler Program.

## **SECTION 15 – RELEASES**

15.1 The Plaintiffs 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 Actions shall be dismissed pursuant to the terms of the Settlement Approval Orders and Recognition Orders, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Settlement Approval Orders shall provide for and effect the full and final release, by the Plaintiffs and all Releasors, of all Released Claims.

15.2 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.

15.3 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.

15.4 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.

15.5 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 16 – ENFORCEMENT OF THIS AGREEMENT**

16.1 The Courts 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 Plaintiffs, 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 a Court for relief.

## **SECTION 17 – COVENANT NOT TO SUE**

17.1 The Plaintiffs, on behalf of themselves and the Settlement Class Members, hereby covenant and agree that neither the Plaintiffs 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 Plaintiffs, on behalf of themselves and the Settlement Class Members, hereby waive and disclaim 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 agree that this Agreement shall be a complete bar to any such action.

17.2 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 Actions the Released Claims, except in relation to the continued prosecution of the Actions, should this Agreement be terminated.

## **SECTION 18 – REPRESENTATIONS AND WARRANTIES**

18.1 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 Plaintiffs, the 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 Takata PSAN Inflators, 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 19 – MISCELLANEOUS TERMS**

19.1 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.

19.2 Class Counsel and Defence Counsel have negotiated this Agreement at arm's length. 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.

19.3 The Plaintiffs 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.

19.4 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.

19.5 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.

19.6 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.

19.7 In no event shall Honda, Defence Counsel, the Plaintiffs, 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.

19.8 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.

19.9 The terms and conditions, as well as the fact of, this Agreement, will be kept confidential by the Plaintiffs, Class Counsel and Class Members until such time as the Notice and Certification Orders are sought from the Courts.

19.10 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 a Court.

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

19.12 This Agreement, including all attached Schedules, 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.

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

19.14 This Agreement, if approved by the Courts, 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.

19.15 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.

19.16 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.

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

19.18 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.

19.19 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:**

Teresa Dufort  
McMillan LLP  
Brookfield Place, Suite 4400  
181 Bay Street  
Toronto, Ontario, M5J 2T3  
Tel: (416) 865-7145

Fax: (416) 856-7048

David Kent  
McMillan LLP  
Brookfield Place, Suite 4400  
181 Bay Street  
Toronto, Ontario, M5J 2T3  
Tel: (416) 865-7143  
Fax: (416) 856-7048

**FOR CLASS COUNSEL AND PLAINTIFFS:**

Harvey T Strosberg  
Strosberg Sasso Sutts LLP  
600-261 Goycau Street  
Windsor, ON N6A 6V4  
Tel: (519) 561-6228  
Fax (519) 561-6203

Michael Peerless  
McKenzie Lake Lawyers LLP  
140 Fullarton Street, Suite 1800  
19.20 London, ON N6A 5P2  
Tel: (519) 667-2644  
Fax: (519) 672-2674

Joel Rochon  
Rochon Genova LLP  
121 Richmond Street West, Suite 900  
Toronto, ON M5H 2K1  
Tel: (416) 363-1867  
Fax (416) 363-0263

Megan B. McPhee  
Kim Spencer McPhee Barristers P.C.  
1200 Bay Street, Suite 1203  
Toronto, ON M5R 2A5  
Tel: (416) 596-1414  
Fax: (416) 598-0601

Anthony Merchant  
Merchant Law Group LLP  
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Toronto, ON M4T 2Y3  
E.F. Anthony Merchant  
Tel: (416) 828-7777

Fax (647) 478-1967

Jeff Orenstein  
Consumer Law Group P.C.  
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Ottawa, ON K1P 5J6  
Tel: (613) 627-4894  
Fax (613) 627-4893

K.S. Garcha  
Garcha & Company, Barristers & Solicitors  
#405-4603 Kingsway  
Burnaby, BC V5H 4M4  
Tel: (604) 435-4444  
Fax: (604)-435-4944

19.21 The Parties have executed this Agreement as of January 14, 2019, and as amended on May 3rd, 2019. The signatures are on the next page.

**RICK A. DES-ROSIERS, STEPHEN KOMINAR, DALE HALL,  
ELENI VITORATOS, ANDREA FREY, AND REENA RAI**, by their  
counsel

By: Harvey T. Strosberg  
Harvey T Strosberg  
**Strosberg Sasso Sutts LLP**

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: Michael Peerless  
Michael Peerless  
**McKenzie Lake Lawyers LLP**

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_  
Joel Rochon  
**Rochon Genova LLP**

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_  
Won J. Kim  
**Kim Spencer McPhee Barristers P.C.**

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

*[signatures continue on next page]*

**RICK A. DES-ROSIERS, STEPHEN KOMINAR, DALE HALL,  
ELENI VITORATOS, ANDREA FREY, AND REENA RAI, by their  
counsel**

By:

\_\_\_\_\_  
Harvey T Strosberg  
Strosberg Sasso Sutts LLP

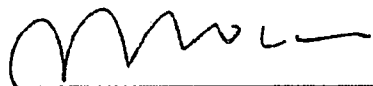
Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By:

\_\_\_\_\_  
Michael Peerless  
McKenzie Lake Lawyers LLP

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By:

  
\_\_\_\_\_  
Joel Rochon  
Rochon Genova LLP

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By:

\_\_\_\_\_  
Won J. Kim  
Kim Spencer McPhee Barristers P.C.

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

*[signatures continue on next page]*

**RICK A. DES-ROSIERS, STEPHEN KOMINAR, DALE HALL,  
ELENI VITORATOS, ANDREA FREY, AND REENA RAI, by their  
counsel**

By: \_\_\_\_\_

Harvey T Strosberg  
Strosberg Sasso Sutts LLP

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_

Michael Peerless  
McKenzie Lake Lawyers LLP

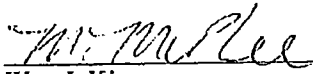
Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_

Joel Rochon  
Rochon Genova LLP


Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_

*per*   
Won J. Kim  
Kim Spencer McPhee Barristers P.C.

Class Counsel, and Counsel for the Plaintiffs  
Rick A. Des-Rosiers and Stephen Kominar

*[signatures continue on next page]*

By:   
Anthony Merchant  
Merchant Law Group LLP

Class Counsel, and Counsel to the Plaintiffs  
Dale Hall, Rick A. Des-Rosiers and Stephen  
Kominar

By: \_\_\_\_\_  
Jeff Orenstein  
Consumer Law Group P.C.

Class Counsel, and Counsel to the Plaintiffs  
Eleni Vitoratos, Andrea Frey, Rick A.  
Des-Rosiers and Stephen Kominar

By: \_\_\_\_\_  
K.S. Garcha  
Garcha & Company

Class Counsel, and Counsel to the Plaintiff  
Reena Rai


*[signatures continue on next page]*

By:

\_\_\_\_\_  
Anthony Merchant  
Merchant Law Group LLP

Class Counsel, and Counsel to the Plaintiffs  
Dale Hall, Rick A. Des-Rosiers and Stephen  
Kominar

By:

  
\_\_\_\_\_  
Jeff Orenstein  
Consumer Law Group P.C.

Class Counsel, and Counsel to the Plaintiffs  
Eleni Vitoratos, Andrea Frey, Rick A.  
Des-Rosiers and Stephen Kominar

By:

\_\_\_\_\_  
K.S. Garcha  
Garcha & Company

Class Counsel, and Counsel to the Plaintiff  
Reena Rai

*[signatures continue on next page]*



By: \_\_\_\_\_

Anthony Merchant  
**Merchant Law Group LLP**

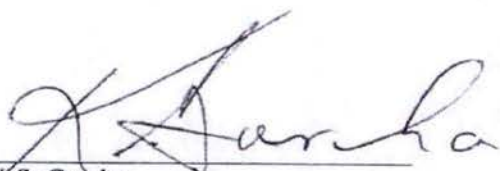
Class Counsel, and Counsel to the Plaintiffs  
Dale Hall, Rick A. Des-Rosiers and Stephen  
Kominar

By: \_\_\_\_\_

Jeff Orenstein  
**Consumer Law Group P.C.**

Class Counsel, and Counsel to the Plaintiffs  
Eleni Vitoratos, Andrea Frey, Rick A.  
Des-Rosiers and Stephen Kominar

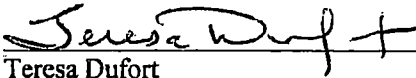
By: \_\_\_\_\_

  
K.S. Garcha  
**Garcha & Company**

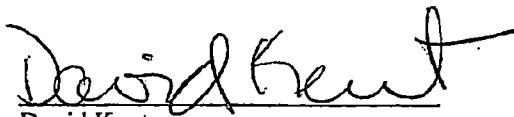
Class Counsel, and Counsel to the Plaintiff  
Reena Rai

*[signatures continue on next page]*

**HONDA MOTOR CO., LTD., HONDA CANADA INC., HONDA OF  
AMERICA MANUFACTURING, INC., AND AMERICAN HONDA  
MOTOR CO., INC., by their counsel**

By:   
Teresa Dufort  
McMillan LLP

Defence Counsel for Honda

By:   
David Kent  
McMillan LLP

Defence Counsel for Honda

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule A - Subject Vehicles**

<b>Honda Automobiles (Model and Year)</b>	
<b>Accord</b>	2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013
<b>Civic</b>	2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015
<b>Crosstour</b>	2010, 2011, 2012, 2013, 2014
<b>CR-V</b>	2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
<b>CR-Z</b>	2011, 2012, 2013, 2014, 2015
<b>Element</b>	2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010
<b>Fit</b>	2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014
<b>Insight</b>	2010, 2012
<b>Odyssey</b>	2002, 2003, 2004
<b>Pilot</b>	2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015
<b>Ridgeline</b>	2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014

<b>Acura Automobiles (Model and Year)</b>	
<b>CL</b>	2003
<b>CSX</b>	2006, 2007, 2008, 2009, 2010, 2011
<b>EL</b>	2001, 2002, 2003, 2004, 2005
<b>ILX</b>	2013, 2014, 2015, 2016
<b>MDX</b>	2003, 2004, 2005, 2006
<b>RDX</b>	2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017
<b>RL</b>	2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012
<b>TL</b>	2002, 2003, 2009, 2010, 2011, 2012, 2013, 2014
<b>ZDX</b>	2010, 2011, 2012, 2013
<b>TSX</b>	2009, 2010, 2011, 2012, 2013
<b>RLX</b>	2014, 2015, 2016, 2017

<b>Honda Motorcycles (Model and Year)</b>	
<b>Gold Wing GL1800</b>	2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule B - ALPHA Inflators**

Honda Automobiles		
Model	Year	Airbag Inflator
Accord	2001 – 2002	Driver
Civic	2001 – 2002	Driver
CR-V	2002	Driver
Odyssey	2002	Driver

Acura Automobiles		
Model	Year	Airbag Inflator
EL	2001 – 2003	Driver
TL	2002 – 2003	Driver

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule C - Substantial Completion**

Vehicle Age	Substantial Completion <sup>†</sup>
0 – 2 years	89%
2 – 5 years	78%
> 5 Years	58%

<sup>†</sup> Vehicles with active registrations



**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule D - Customer Support Program**

<b>Customer Support Program – Seven Year Duration From Recall Date</b>					
<b>Make</b>	<b>Model</b>	<b>Years</b>	<b>Airbag Inflator</b>	<b>Start Date</b>	<b>End Date</b>
Honda	Accord	2001-2007	Driver	May 27, 2015	May 27, 2022
Honda	Accord	2003-2007	Passenger	June 12, 2015	June 12, 2022
Honda	Civic	2001-2005	Driver	May 27, 2015	May 27, 2022
Honda	Civic	2001-2005	Passenger	June 12, 2015	June 12, 2022
Honda	CR-V	2002-2006	Driver	May 27, 2015	May 27, 2022
Honda	CR-V	2002-2003	Passenger	June 12, 2015	June 12, 2022*
Honda	CR-V	2003-2004	Passenger	December 18, 2015	December 18, 2022*
Honda	Element	2003-2010	Driver	May 27, 2015	May 27, 2022*
Honda	Element	2003	Passenger	June 12, 2015	June 12, 2022*
Honda	Odyssey	2002-2004	Driver	May 27, 2015	May 27, 2022*
Honda	Odyssey	2002-2003	Passenger	June 12, 2015	June 12, 2022*
Honda	Pilot	2003-2008	Driver	May 27, 2015	May 27, 2022
Honda	Pilot	2003	Passenger	June 12, 2015	June 12, 2022
Honda	Ridgeline	2006	Driver	May 27, 2015	May 27, 2022
Acura	EL	2001-2005	Driver	May 27, 2015	May 27, 2022
Acura	EL	2001-2005	Passenger	June 12, 2015	June 12, 2022
Acura	CL	2003	Driver	May 27, 2015	May 27, 2022
Acura	MDX	2003-2006	Driver	May 27, 2015	May 27, 2022*
Acura	MDX	2003	Passenger	June 12, 2015	June 12, 2022*
Acura	TL	2002-2003	Driver	May 27, 2015	May 27, 2022

\* certain VINs only

<b>Customer Support Program – Ten Year Duration From Recall Date</b>					
<b>Make</b>	<b>Model</b>	<b>Years</b>	<b>Airbag Inflator</b>	<b>Start Date</b>	<b>End Date</b>
Honda	Accord	2008	Passenger	January 10, 2017	January 10, 2027
Honda	Accord	2009	Passenger	January 9, 2018	January 9, 2028
Honda	Civic	2006-2008	Passenger	January 10, 2017	January 10, 2027
Honda	Civic	2009	Passenger	January 9, 2018	January 9, 2028
Honda	CR-V	2005-2008	Passenger	January 10, 2017	January 10, 2027
Honda	CR-V	2009	Passenger	January 9, 2018	January 9, 2028
Honda	CR-V	2007-2011	Driver	January 29, 2016	January 29, 2026

Customer Support Program – Ten Year Duration From Recall Date (continued)

Make	Model	Years	Airbag Inflator	Start Date	End Date
Honda	CR-Z	2011-2015	Driver	January 29, 2016	January 29, 2026
Honda	Element	2003, 2004	Passenger	May 23, 2016	May 23, 2026*
Honda	Element	2005, 2006, 2007, 2008	Passenger	January 10, 2017	January 10, 2027
Honda	Element	2009	Passenger	January 9, 2018	January 9, 2028
Honda	Fit	2009-2014	Driver	January 29, 2016	January 29, 2026
Honda	Fit	2007, 2008	Passenger	January 10, 2017	January 10, 2027
Honda	Fit	2009	Passenger	January 9, 2018	January 9, 2028
Honda	Insight	2010, 2012	Driver	January 29, 2016	January 29, 2026
Honda	Odyssey	2002, 2004	Passenger	May 23, 2016	May 23, 2026*
Honda	Pilot	2004	Passenger	May 23, 2016	May 23, 2026
Honda	Pilot	2005-2008	Passenger	January 10, 2017	January 10, 2027
Honda	Pilot	2009	Passenger	January 9, 2018	January 9, 2028
Honda	Ridgeline	2007-2014	Driver	January 29, 2016	January 29, 2026
Honda	Ridgeline	2006-2008	Passenger	January 10, 2017	January 10, 2027
Honda	Ridgeline	2009	Passenger	January 9, 2018	January 9, 2028
Honda	Gold Wing Motorcycle GL1800	2007-2008	N/A	January 10, 2017	January 10, 2027
Honda	Gold Wing Motorcycle GL1800	2009-2010 2012-2016	N/A	January 9, 2018	January 9, 2028
Acura	CSX	2006-2008	Passenger	January 10, 2017	January 10, 2027
Acura	CSX	2009	Passenger	January 9, 2018	January 9, 2028
Acura	ILX	2013-2016	Driver	January 29, 2016	January 29, 2026
Acura	MDX	2003-2004	Passenger	May 23, 2016	May 23, 2026*
Acura	MDX	2005-2006	Passenger	January 10, 2017	January 10, 2027
Acura	RDX	2007-2015	Driver	January 29, 2016	January 29, 2026
Acura	RL	2005-2012	Driver	January 29, 2016	January 29, 2026



Customer Support Program – Ten Year Duration From Recall Date (continued)					
Make	Model	Years	Airbag Inflator	Start Date	End Date
Acura	RL	2005-2008	Passenger	January 10, 2017	January 10, 2027
Acura	RL	2009	Passenger	January 9, 2018	January 9, 2028
Acura	TL	2009-2014	Driver	January 29, 2016	January 29, 2026
Acura	TSX	2009	Passenger	January 9, 2018	January 9, 2028
Acura	ZDX	2010-2013	Driver	January 29, 2016	January 29, 2026

\* certain VINs only



**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement  
Schedule E - Long Form Notice**

**HONDA CANADIAN TAKATA AIRBAG INFLATOR CLASS ACTION SETTLEMENT**

**A NATIONWIDE SETTLEMENT HAS BEEN REACHED IN CANADA TO BENEFIT MANY CURRENT AND  
FORMER OWNERS AND LESSEES OF HONDA AND ACURA MODEL VEHICLES**

**Read this Notice Carefully!  
You Have Legal Rights Under the Settlement That Are Affected Even If You Do Nothing**

**TO ALL PERSONS RESIDENT IN CANADA, INCLUDING AUTOMOTIVE RECYCLERS, WHO:**

are current owners and lessees of various Honda and Acura model vehicles, including Goldwing  
Motorcycles, listed in the attached Schedule "A"

or

formerly owned or leased the Honda and Acura model vehicles, including Goldwing Motorcycles,  
listed in the attached Schedule "A", and sold their owned vehicles or returned their leased vehicles  
*after* being notified of a Takata airbag inflator Recall and *before* the date that court orders approving  
the Settlement become final  
("Class Members")

The Courts in Ontario, Québec, Saskatchewan and British Columbia (the "**Courts**") still have to decide whether to approve the Settlement or recognize that approval. If the Courts approve the Settlement and recognize the approvals, the Settlement will become effective on the Final Approval Date. The benefits described in the Settlement will be available to those who are eligible only after the Final Approval Date.

**A. Purpose of this Notice**

The purpose of this Notice is to advise that, subject to the approval of the Courts, certain lawsuits (the "**Actions**") have been settled with Honda Canada Inc., Honda of America Manufacturing, Inc., and Honda Motor Co., Ltd. (collectively, "**Honda**"). The terms of the Settlement are set out in the Settlement Agreement. You may view a copy of the Agreement, and important updates about this Settlement, at the website at (the "**Website**"): **[\*\* Website address]**

The relevant Courts have certified the Actions as class proceedings for the purpose of implementing this Settlement on **[\*\*\* dates of Notice and Certification Orders]**. Those Courts have also approved this Notice.

**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.**

Hearings to approve the Settlement, including the dismissal of the Actions against Honda, and to approve the fees and disbursements of the lawyers for Class Members ("**Class Counsel**"), will be held by the Courts in Québec (for Class Members resident in Québec) and Ontario (for Class Members resident elsewhere in Canada) ("**Settlement Approval Hearings**"). The dates and locations for the Settlement Approval Hearings are listed in Section G of this Notice. The Courts in British Columbia and Saskatchewan will later be asked to recognize the Ontario settlement approval order, if granted.

This Notice summarizes the Settlement, and explains your options.

## **B. Nature of the Litigation**

The Actions were initiated by Class Counsel on behalf of owners and lessees of certain vehicles that are the subject of this proposed Settlement ("**Subject Vehicles**"). The Actions relate to airbag inflators manufactured by Takata, known as Takata PSAN Inflators.<sup>1</sup> The Actions allege that the Takata PSAN Inflators installed in the Subject Vehicles were defective, resulting in various damages to Class Members. Honda does not admit and expressly denies the allegations in the Actions that it is liable for any such defects in Takata PSAN inflators.

Honda has undertaken Recalls<sup>2</sup> relating to the Takata PSAN Inflators installed in Subject Vehicles, and has implemented a Recall Remedy to replace parts or perform other countermeasures to address the Takata PSAN Inflators in Subject Vehicles. If the Settlement is approved by the Courts, Honda will provide the additional benefits described in the Agreement and summarized in this Notice.

The Subject Vehicles to which this Settlement applies are Honda or Acura-branded vehicles (including Goldwing Motorcycles) of the model years listed in Schedule "A", manufactured by Honda and distributed by Honda Canada Inc. for sale or lease in Canada that contain or contained Takata PSAN Inflators in their driver's-side or passenger's-side front airbag, or rider airbag in respect of Goldwing Motorcycles, that: (i) have been the subject of a Recall; or (ii) may be subject to a future Recall as referenced in a Notice of Defect ("**NOD**") submitted to Transport Canada. Vehicles distributed for sale or lease in the United States with an American vehicle identification number are not Subject Vehicles for the purposes of this Agreement.

Check Schedule "A" to see if you have a Subject Vehicle.

<b>C. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>YOU CAN DO NOTHING RIGHT NOW</b>	<p>If you wish to be included as a Settlement Class Member, you do not need to do anything at this time.</p> <p>If the Settlement is approved by the Courts, you will be bound by the Settlement. This means you will give up your right to sue Honda in relation to any claims you may have relating to any of the issues raised in the Actions, including any claims relating to any Recalls (other than claims relating to bodily injury arising from the deployment of an airbag inflator in a Subject Vehicle), which are NOT included in this Settlement. See Section D if this applies to you.</p>

<sup>1</sup> This term means airbag inflators for driver's-side or passenger's-side front airbags and motorcycle rider airbags, manufactured and sold by Takata, containing propellant with PSAN, including 2004 and 2004L propellant, whether desiccated or non-desiccated, and includes PSDIs. PSDI means Programmable Smokeless Driver Inflator. PSAN means Phase-Stabilized Ammonium Nitrate.

<sup>2</sup> "Recall" means all past, present and future recalls related to Takata PSAN Inflators, desiccated or non-desiccated, in the driver's-side or passenger's-side front airbag in the Subject Vehicles, or replacements therefor installed pursuant to a Recall Remedy, and in respect of which a Notice of Defect is submitted to Transport Canada.

<b>YOU CAN OPT OUT OF THE SETTLEMENT</b>	<p>If you do not wish to be a Settlement Class Member, you can opt out of the Settlement, as described in Section I below. Opting out means you will not be bound by the Settlement if it is approved, and will not be entitled to make a Settlement Claim. However, you will have the right to sue Honda on your own if you wish. You will have no right to comment on the Settlement or object to it.</p> <p>No further right to opt out of the Settlement will be provided.</p>
<b>YOU CAN OBJECT TO THE SETTLEMENT</b>	<p>If you do not opt out, you may provide your comments on or objections to the Settlement as described in Section H below.</p>
<b>YOU CAN MAKE A SETTLEMENT CLAIM</b>	<p>If the Settlement is approved, and <i>if you qualify</i>, you may submit a Settlement Claim (described in Section F below) during the Claims Period for a cash payment from Honda for reimbursement of reasonable out-of-pocket expenses incurred by you (a) while the Recall Remedy was being performed; or (b) before the Recall Remedy could be performed.</p>
<b>YOU CAN MAKE NO SETTLEMENT CLAIM</b>	<p>If the Settlement is approved by the Courts, and you do not submit a Settlement Claim (described in Section F below) during the Claims Period, you will not receive any Settlement benefits under the Customer Out-of-Pocket Expense Program. However, you may still:</p> <ul style="list-style-type: none"> <li>a) receive notifications under the Outreach Program, that is part of the Settlement, encouraging you to have the Recall Remedy completed in your Subject Vehicle; and</li> <li>b) obtain benefits under the Customer Support Program which provides for repairs and adjustments (including parts and labour) to correct defective and/or damaged materials and or/defective workmanship in original or replacement airbags in your Subject Vehicle.</li> </ul>

#### **D. Commencing Lawsuits Outside this Settlement and Limitation Periods**

Please take note that if you have a potential lawsuit against someone, there are certain deadlines, called limitation periods, before which you must start your lawsuit. If you do not start your lawsuit before the limitation period expires, your lawsuit will be out of time, and will be legally barred.

The commencement of the Actions suspended the running of Class Members' limitation periods against Honda in respect of the allegations made in the Actions, including bodily injury.

Claims against Honda for bodily injury arising from the deployment of an inflator in a Subject Vehicle that is subject to a Recall are **excluded** from this Settlement. If you have a potential claim against Honda for bodily injury, and if this Settlement is approved, the limitation period for you to bring your claim against Honda for bodily injury will start to run again after the Final Approval Date and once the Actions are

dismissed against Honda. You must bring any claim for bodily injury before your limitation period expires.

If you opt out of this Settlement through the process described in Section I below, the limitation period that may be applicable to any potential claims you may have against Honda in relation to Takata airbags or any Recall will start running again at that time. If you wish to bring your own claim against Honda, you must start your lawsuit before your limitation period expires.

If you have questions or concerns about the impact of limitation periods on any claim you have or may have against Honda, you should seek legal advice from Class Counsel or your own lawyer.

#### **E. The Recall Remedy**

In addition to the benefits being offered by Honda under the Settlement, and whether or not the Settlement is approved by the Courts, Class Members are eligible to have the Recall Remedy performed in their Subject Vehicle. The Recall Remedy involves the replacement of parts and/or other countermeasures performed to address the Takata PSAN inflators in Subject Vehicles.

If you have not already had the Recall Remedy, make an appointment with your local Honda or Acura dealership. To find out if your Subject Vehicle is affected, or for complete recall information, please:

- a) visit and enter your vehicle's Vehicle Identification Number (VIN) on the applicable website:

**Honda Automobiles:** <http://www.honda.ca/recalls>,

**Acura Automobiles:** <http://www.acura.ca/recalls>, or

**Honda Motorcycles:** <http://motorcycle.honda.ca/safety/recalls>

or

- b) contact the applicable Takata airbag inflator hotline:

**Honda Automobiles and Motorcycles:** 1-877-445-7754, or

**Acura Automobiles:** 1-877-445-9844.

#### **F. The Benefits Under the Settlement**

If the Courts approve the Settlement, Honda will provide the following benefits to eligible Class Members:

##### **1. The Customer Out-of-Pocket Expense Program**

Eligible Settlement Class Members may be entitled to a cash reimbursement payment from Honda by submitting a Settlement Claim to the Honda Administrator under the Customer Out-of-Pocket Expense Program.

This benefit is not available to Automotive Recyclers.

The Customer Out-of-Pocket Expense Program is intended to reimburse reasonable out-of-pocket expenses of Settlement Class Members, other than Automotive Recyclers, who incur or incurred:

- a) actual costs while the Recall Remedy was or is being performed on their allegedly failed Takata PSAN Inflator, or;
- b) actual costs, such as alternative transportation and storage expenses, incurred out of fear of driving a Subject Vehicle prior to the time the Recall Remedy could or can be performed.

If you submit a Settlement Claim, the Honda Administrator will process it, and determine whether the out-of-pocket costs you are claiming are reasonable, and whether you are entitled to having some or all of those costs reimbursed. Supporting Documentation, which is evidence such as receipts or invoices demonstrating the actual out-of-pocket costs you incurred and for which you are claiming reimbursement, must be submitted with a Claim.

The Customer Out-of-Pocket Expense Program will involve a claims process that will require documented claims and will be supervised by the Honda Administrator. Claim Forms, and information about making claims, are found at the Website at XXX.

***Please note that no Settlement Claim originally submitted after the expiration of the Claims Period will be processed under this Agreement.***

***Residents of Quebec: Please note that, under Quebec law, a portion of any out-of-pocket expense claim that is approved for reimbursement and payable to any resident of Quebec may be withheld and remitted to the Fonds d'Aide aux recours collectifs. If you are a resident of Quebec, and you submit a Settlement Claim for out-of-pocket expenses that is approved, any amount to be withheld and remitted to the Fonds d'Aide aux recours collectifs will be deducted from any amount determined to be payable to you.***

## **2. The Outreach Program**

The Outreach Program provides the notification program described below, with the goal of maximizing, to the extent reasonably practicable, completion of the Recall Remedy in Subject Vehicles for the Takata PSAN Inflator Recalls. The purpose of the Outreach Program is to eliminate alleged continuing damage to Class Members' property, ameliorate alleged emotional distress and alleged mental anguish, and maximize Recall Remedy completion rates for Takata PSAN Inflator Recalls via traditional and non-traditional outreach efforts, including by expanding those currently being used by Honda.

The Outreach Program will be administered by the Honda Administrator, and all costs will be borne by Honda as part of the Settlement.

The Outreach Program is available to all Class Members, other than Automotive Recyclers. It applies to Takata PSAN Inflator Recalls that are covered by a NOD that has already been submitted to Transport Canada, as well as additional Takata PSAN Inflator Recalls covered by an NOD that is submitted to Transport Canada in the future.

Under this Outreach Program, Honda will provide notifications as follows:

- a. For Class Members with Subject Vehicles containing ALPHA Inflators, monthly notifications to the Class Member will continue until the earlier of: (1) March 31, 2019; or (2) Substantial Completion. Additional notifications will be delivered to Class Members via social media, e-mail, and/or by postings on a Honda website through March 31, 2019 or Substantial Completion, whichever comes first.

b. For Class Members with Subject Vehicles containing BETA Inflators (including Goldwing Motorcycles):

- i. following the delivery of an initial NOD to vehicle registrants, re-notification approximately every SIX (6) months for any ongoing Recall via posted letter and/or electronic (e-mail) letter to uncompleted active registrations using the best possible contact information available to Honda until the earlier of (1) FOUR (4) years post-NOD submission date; or (2) Substantial Completion;
- ii. additional notifications will be delivered to Class Members via social media, e-mail, and/or by postings on a Honda website for FOUR (4) years post-NOD submission date for uncompleted active registrations.

For owners or lessees of Subject Vehicles who currently reside in the U.S., Honda will make efforts to notify owners and lessees whose Subject Vehicles have an outstanding Recall, by mail or other reasonable means of contact, where the National Highway Traffic Safety Administration makes available to Honda owner and lessee contact information for Subject Vehicles in the U.S.

### **3. The Customer Support Program**

The Customer Support Program provides Class Members with prospective coverage for repairs and adjustments (including parts and labour) needed to correct defective and/or damaged materials and/or defective workmanship in:

1. original Takata PSAN Inflators in Subject Vehicles (including Takata PSAN Inflators in Goldwing Motorcycles); and
2. replacement driver's-side or passenger's-side front airbag inflators installed pursuant to a Recall.

**The Customer Support Program will remain in effect as follows:**

- a) For Subject Vehicles that are set out in Schedule "B" and that have received the Recall Remedy, the Customer Support Program shall remain in effect for 7 years from the date of submission to Transport Canada of the NOD for the Recall of the Takata PSAN Inflator that applies to the particular Subject Vehicle;
- b) For Subject Vehicles not identified in section a) above, that are otherwise the subject of a Recall, or are the subject of a Recall in the future, and that receive the Recall Remedy, the Customer Support Program shall remain in effect for 10 years from the date of submission to Transport Canada of the NOD for the Recall of the Takata PSAN Inflator that applies to the particular Subject Vehicle.

The Customer Support Program end date may be different for Takata PSAN Inflators in the driver's-side and front passenger's-side of the same Subject Vehicle if the Takata PSAN Inflators were the subject of different NODs submitted at different times to Transport Canada.

For vehicles with original desiccated Takata PSAN Inflator(s) that are never recalled, the Customer Support Program will end on the latest of the end dates set out in section a) or b) above.

Your entitlement to this benefit will terminate upon the deployment of the airbag inflator to which this benefit applies. If you sell or lease your Subject Vehicle to someone else, this benefit will transfer with the Subject Vehicle.

#### **4. The Automotive Recycler Program**

This benefit under the Settlement applies only to Automotive Recyclers. It is the only Settlement benefit available to Automotive Recyclers under the Agreement.

Automotive Recyclers are persons or entities in Canada engaged in the business of salvaging motor vehicles or motor vehicle components for the purpose of resale or recycling automotive parts and who: (a) purchased, for resale, a Subject Vehicle with an un-deployed driver's-side or front passenger's-side airbag module with a Takata PSAN Inflator; or (b) were otherwise in possession of an un-deployed driver's-side or front passenger's-side airbag module from a Subject Vehicle with a Takata PSAN Inflator.

The purpose of the Automotive Recycler Program is to eliminate alleged continuing damage to Auto Recyclers' property, ameliorate alleged emotional distress and alleged mental anguish associated with the handling of scrap Takata PSAN Inflators in Subject Vehicles, and maximize Honda's recovery of scrap Takata PSAN Inflators from Automotive Recyclers.

Under this program, Honda will, at its cost, manage the scrap Takata PSAN Inflator return program. The duties of Honda or its external vendor engaged to manage the program, include promotion of the Automotive Recycler Program, return and destruction of Takata PSAN Inflators, and payments to Automotive Recyclers.

In accordance with terms and pricing set by Honda from time to time, Honda will pay to each Automotive Recycler a reasonable fee necessary to accomplish the purposes of the Automotive Recycler Program.

The Automotive Recycler Program will continue until at least March 31, 2019.

#### **G. The Settlement Approval Hearings**

The Settlement, and the benefits described in Section F above, must first be approved by the Courts in Québec and Ontario. At the Settlement Approval Hearings, the Courts will determine whether the Settlement is fair, reasonable and in the best interests of Class Members resident in Québec and the rest of Canada respectively. The Courts in British Columbia and Saskatchewan will determine whether to recognize a Settlement Approval Order in their provinces. All required Approval and Recognition Orders must be granted before the Settlement benefits become available to those who are eligible.

The Settlement Approval Hearings are currently scheduled on the following dates at the following locations:<sup>3</sup>

\*\*\*, 2019 at \*\* A.M. at the Ontario Superior Court of Justice located at \*\*

\*\*\*, 2019 at \*\* A.M. at the Superior Court of Québec located at \*\*

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<sup>3</sup> Please consult the Website for up-to-date information about the time and place of any hearing.



Class Members who wish to be advised as to the approval or refusal, and recognition or non-recognition, of the Agreement may register their email addresses with the Honda Administrator on the Website to receive an email notification.

**Otherwise, if the Agreement is approved by the Courts, no further notices will be sent to you. The approval or refusal, and recognition or non-recognition, of the Agreement will be posted on the Website promptly after the Courts have issued Settlement Approval Orders and Recognition Orders and such orders become final.**

#### **H. Comments and Objections to the Settlement**

Class Members are entitled to comment on or object to this Settlement. The Courts will consider your objection in deciding whether or not to approve the Settlement as being fair, reasonable and in the best interests of the Class at a Settlement Approval Hearing.

Commenting or 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 make a comment or objection to the Settlement, you must prepare a statement, including the below information, and provide it to Settlement Class Counsel no later than **[\*\* INSERT DATE OF 30 DAYS AFTER NOTICE DATE]**. Please see **Section K** for Settlement Class Counsel contact information.

- a) indicate that you are commenting on the Honda Canadian Takata Airbag Inflator Class Action Settlement;
- b) provide your full name, address, and telephone number;
- c) provide the model year and VIN of your vehicle;
- d) provide a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;
- e) include copies of any papers, briefs or other documents upon which your objection is based;
- f) provide a statement of whether you intend to appear at a Settlement Approval Hearing; and
- g) if you intend to appear at a Settlement Approval Hearing with a lawyer, your objection must also identify the lawyer representing you who will be appearing at the Settlement Approval Hearing.

If you have submitted a comment or 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. (If you do not wish to comment on the Settlement, you do not need to appear at the Settlement Approval Hearing).

If you opt out of the Settlement (see Section I below), you may not object to the Settlement.

#### **I. Opting Out of the Proceedings**

If you do not want to participate in the Settlement or to be bound by it, you must exclude yourself by opting out. You will automatically be a Settlement Class Member unless you exclude yourself by opting out.



If you opt out, you will not be eligible to receive benefits under the Settlement (other than the Recall Remedy), 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, subject to applicable limitation periods, as further described in Section D of this Notice.

To opt out, you must complete the enclosed Opt Out Form, *follow the instructions carefully*, and send it to the Honda Administrator at the address listed in the form. Your completed Opt Out Form **must be postmarked no later than the Opt Out Deadline, which is \*\*[INSERT 60 DAYS AFTER NOTICE DATE]**.

If you deliver an Opt Out Form, but change your mind and wish to remain a Settlement Class Member, you may retract your Opt Out Form by sending the Honda Administrator your re-election in writing on or before the Opt-Out Deadline, which is **\*\*[INSERT 60 DAYS AFTER NOTICE DATE]**.

**J. Class Counsel Fees**

Honda has agreed to pay Class Counsel for their legal fees and disbursements, plus applicable taxes. The total fixed sum to be paid by Honda as the Class Counsel Fee must be approved by the Courts following the Settlement Approval Hearings. **None of these payments will reduce the benefits you will receive.**

**K. The Lawyers Representing Class Members**

Class Counsel (the law firms representing Settlement Class Members) are listed below:

Settlement Class Counsel:

**Harvey T. Strosberg**  
**Strosberg Sasso Sutts LLP**  
600-261 Goycau Street  
Windsor, ON N6A 6V4  
Tel: (519) 561-6228  
Fax: (519) 561-6203

**Michael Peerless**  
**McKenzie Lake Lawyers LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
Tel: (519) 667-2644  
Fax: (519) 672-2674

Other Class Counsel:

**Megan B. McPhee**  
**Kim Spencer McPhee Barristers P.C.**  
1200 Bay Street, Suite 1203  
Toronto, ON M54 2A5  
Tel: (416) 596-1414  
Fax: (416) 598-0601

**Anthony Merchant**  
**Merchant Law Group LLP**  
800-65 St. Clair Ave. E.  
Toronto, ON M4T 2Y3  
Tel: (416) 828-7777  
Fax: (647) 478-1967

**Jeff Orenstein**  
**Consumer Law Group P.C.**  
251 Laurier Ave. W., Suite 900  
Ottawa, ON K1P 5J6  
Tel: (613) 627-4894  
Fax: (613) 627-4893

**K.S. Garcha**  
**Garcha & Company, Barristers & Solicitors**  
#405-4603 Kingsway  
Burnaby, BC V5H 4M4  
Tel: (604) 435-4444  
Fax: (604)-435-4944

**Joel Rochon**  
**Rochon Genova LLP**  
121 Richmond Street West, Suite 900  
Toronto, ON M5H 2K1  
Tel: (416) 363-1867  
Fax: (416) 363-0263

You will not be charged for contacting any of these lawyers.

**L. Questions about the Settlement**

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

This Notice contains only a summary of the Settlement. If you have questions about the Settlement, you are encouraged to contact either the Settlement Class Counsel at the numbers and addresses above, or the Honda Administrator by writing to the address listed below or calling the toll free number listed below.

- Visit the Website at \*\*;
- Call the Honda Administrator, toll free at \*\*; or
- Write to the Honda Administrator at:

Honda Canada Inc.  
180 Honda Blvd.  
Markham, ON L6C 0H9  
Fax: (905)888-4454  
e-mail : \*\*

Attn: Customer Relations, Honda Canadian Takata Airbag Inflator Class Action Settlement

**M. Interpretation**

This Notice contains a summary of some of the terms of the Agreement. If there is a conflict between the provisions of this Notice and the Agreement, including the terms defined in the Agreement or the Schedules attached to the Agreement, the Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE  
SUPERIOR COURT OF QUÉBEC

**\*COPIES DE CET AVIS EN FRANÇAIS**

*Pour obtenir une copie du présent avis et des formulaires de réclamations connexes en français, veuillez visiter le site Web du recours collectif à l'adresse [www. \\*\\*\\*](http://www.***).*

Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement  
Schedule E.1 - Direct Notice

Postcard Notice - 6x9 - FRONT

**If you are a current or former owner or lessee of certain Honda or Acura vehicles, you may be eligible to receive benefits in a proposed class action settlement.**

Our records show that you are the current or former owner or lessee of a certain model year Honda or Acura vehicle. Class actions relating to these vehicles have been settled, subject to Court approval. As part of the proposed settlement, you may be eligible for benefits including:

- Reimbursement for certain out-of-pocket expenses relating to recall of your vehicle to replace its Takata airbag inflator(s); and/or
- A customer support program

**For settlement details, to determine if your vehicle is eligible, and to obtain the Long Form Notice and/or the Claim Form to make a reimbursement claim, visit the website at [website url], call [1-xxx-xxx-xxxx] or mail [address].**

Courts in Ontario and Quebec have certified or approved the class actions and will next hold hearings to consider and approve the proposed settlement. Any class member may appear and speak at these hearings, at their own cost. Any class member may also opt out of the class actions.

**For more information about the settlement approval hearings, including how to make comments, and for information about opting out, please check the website at [url]**

**Si vous êtes un actuel ou ancien propriétaire ou locataire de certains véhicules Honda ou Acura, vous pouvez être admissible à des prestations dans un règlement de recours.**

Nos dossiers indiquent que vous êtes le propriétaire le locataire actuel ou ancien d'un véhicule Honda ou Acura. Des actions collectives concernant ces véhicules ont été réglées, sous réserve de l'approbation du tribunal. Dans le cadre du règlement proposé, vous pouvez être admissible à des prestations, y compris:

- Le remboursement de certains frais relatifs à un rappel d'airbag Takata de votre véhicule
- un programme de soutien du client

**Pour plus d'informations sur le règlement, pour savoir si votre véhicule est admissible et pour savoir comment réclamer votre remboursement, consultez le site [url du site Web], appelez [1-xxx-xxx-xxxx] ou communiquez par courrier à [adresse].**

Les tribunaux de l'Ontario et du Québec ont certifié ou autorisé les actions collectives, et tiendront ensuite des audiences pour examiner et autoriser le règlement proposé. N'importe quel membre du groupe peut se présenter et faire des représentations lors de ces audiences, à leurs frais. Tout membre du groupe peut également s'exclure des actions collectives.

**Pour plus d'informations sur les audiences d'approbation de règlement, y compris comment faire des représentations et pour obtenir plus d'informations sur la façon de s'exclure du groupe veuillez consulter le site Web à l'adresse [url].**

<p><b>If you are a current or former owner or lessee of certain Honda or Acura vehicles, you may be eligible to benefit from a class action settlement.</b></p> <p><b>*****</b></p> <p><b>Si vous êtes un propriétaire ou locataire actuel ou ancien de certains véhicules Honda ou Acura, vous pouvez être admissible à bénéficier d'un règlement du recours collectif.</b></p> <p><b>*****</b></p> <p><b>For complete information / Pour des informations complètes :</b></p> <p><b>[website]</b></p> <p><b>[1-xxx-xxx-xxxx] (toll-free / sans frais)</b></p>	<p><b>Settlement Administrator</b> [Address Line 1] [Address Line 2] [City, Province, Postal Code]</p> <p><b>[Name]</b> [Address Line 1] [Address Line 2] [City, Province, P Code]</p>
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**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule F - Notice Plan**

**NOTICE PLAN**

Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement dated as of January 14, 2019, as amended May 3, 2019 (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 Honda Administrator or a third-party appointed by it, shall distribute the Direct Notice to Class Members by e-mail and/or regular mail. The Direct Notice is expected to be distributed to Class Members over a period of 4-6 weeks after the Notice Approval Date.

The Direct Notice to be sent to Class Members by the Honda Administrator will be in both English and French. The Direct Notice shall inform potential Class Members to visit the Website at [website url], call [1-xxx-xxx-xxxx] or mail the Honda Administrator to determine if their vehicle is eligible, and to obtain the Long Form Notice or Claim Form to make a claim for reimbursement.

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

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

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

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 Honda Administrator will send an e-mail to the address provided after the Final Approval Date, to notify those Class Members of this approval.

**Press Release**

As soon as practicable after the Notice and Certification Date, the Honda will issue a Press Release consistent with the Notice regarding the Settlement, in English and French, and release it over the Canadian English and French language news wires.

**Website**

After the first Notice and Certification Order is issued by a Court, the Honda 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 Honda Administrator shall maintain the Website for the duration of the Claims Period.

Promptly after the Notice and Certification Date, the Honda Administrator shall publish on the Website the:

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

Promptly after the Final Approval Date, the Honda Administrator shall publish the Settlement Approval Orders on the Website.

#### **Dealer Bulletin**

Honda will issue a bulletin to its Canadian Honda and Acura auto and Honda Goldwing motorcycle dealers, in English and French, after the Notice and Certification Date. 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 first Notice and Certification Order is issued by a Court, and throughout the Claims Period, the Honda Administrator shall staff and maintain a toll-free telephone number that Class Members can call to request information regarding the Settlement.

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

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule G - Claim Form Instructions & Claim Form**

**HONDA CANADIAN TAKATA AIRBAG INFLATOR CLASS ACTION**  
**CLAIM FORM and INSTRUCTIONS**

**Please Read These Instructions Carefully!**  
**You may be entitled to a Cash Reimbursement Payment**

**To Submit a Settlement Claim for a Cash Reimbursement Payment under the Settlement,**

**YOU MUST:**

1. Own or lease one of the "Subject Vehicles" listed in Part 2 below on [the FINAL APPROVAL DATE];

**OR**

2. Have formerly owned or leased a Subject Vehicle listed in Part 2 below, but sold or returned your leased Subject Vehicle after being notified of a Recall before [FINAL APPROVAL DATE];

**AND YOU MUST:**

1. Be resident in Canada;

**AND**

2. Have taken your Subject Vehicle to an authorized Honda dealership to obtain the Recall Remedy;

**AND**

3. Have incurred reasonable out-of-pocket expenses while obtaining or waiting to obtain the Recall Remedy.

**IMPORTANT NOTE: Some vehicles included in the Settlement may be recalled later. Your receipt of a Notice about the Settlement does not necessarily mean your vehicle is subject to a recall. Please refer to the Honda's recall website, [www.honda.ca/recalls](http://www.honda.ca/recalls) or [www.acura.ca/recalls](http://www.acura.ca/recalls) or Transport Canada's Motor Vehicle Safety Recalls Database available online from [www.tc.gc.ca](http://www.tc.gc.ca), for information about Takata airbag inflator recalls and to determine if your vehicle is subject to a recall.**

**INSTRUCTIONS FOR SUBMITTING A SETTLEMENT CLAIM FOR A CASH  
REIMBURSEMENT PAYMENT**

**Please Read These Instructions Carefully!**

**Capitalized terms in these instructions and the Claim Form have the same meaning as provided in the Agreement. The Notice explains key terms of the Settlement, including important deadlines and the definition of Final Approval Date.**

*Subject to certain limited exclusions, you are eligible to submit a Claim Form and Supporting Documentation seeking a Cash Reimbursement Payment if:*

- a. You owned or leased, on [FINAL APPROVAL DATE], a Subject Vehicle distributed for sale or lease in Canada, AND you bring or you have brought your Subject Vehicle to an authorized Honda dealership for the Recall Remedy; or
- b. You sold, or returned pursuant to a lease, a Subject Vehicle distributed for sale or lease in Canada after being notified of a Recall and before [FINAL APPROVAL DATE], AND you brought your Subject Vehicle to an authorized Honda dealership for the Recall Remedy.

**To submit a Settlement Claim, you must:**

- a. Truthfully, accurately, and fully complete and submit the Claim Form below; AND
- b. Submit original or certified true copies of any Supporting Documentation; AND
- c. During the Claims Period, submit your Settlement Claim on-line to the Honda Administrator or mail it to the address below:

***Honda Administrator  
180 Honda Boulevard  
Markham, ON L6C 0H9***

***Attn: Customer Relations, Honda Canadian Takata Airbag Inflator Class Action Settlement***

*The Claims Period ends on the **LATER** of the following:*

- (A) one year from the date a Notice of Defect is submitted to Transport Canada in respect of Takata PSAN Inflators; or
- (B) the date which is one year from the [FINAL APPROVAL DATE].

*The later of (A) or (B) above is the **DEADLINE** for submitting a Claim Form. You must submit your Settlement Claim before then.*

**Important: No Claim Forms may be submitted after end of the Claims Period. The Final Approval Date and the end of the Claims Period are not yet known, but will be posted on the Website [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca) once they are known.**

If you are or were the registered owner or lessee of more than one Subject Vehicle, you must submit a separate Claim Form for each Subject Vehicle to obtain a separate Cash Reimbursement Payment for each Subject Vehicle. However, claims for unreimbursed expenses cannot be duplicative.

Please provide all required information to complete and submit the Claim Form, attach Supporting Documentation, and sign the form.



**IMPORTANT: KEEP A COPY OF YOUR COMPLETED REGISTRATION/CLAIM FORM AND THE SUPPORTING DOCUMENTS. ANY DOCUMENTS YOU SUBMIT WITH YOUR FORM WILL NOT BE RETURNED.**

IF THE HONDA ADMINISTRATOR DETERMINES THAT IT REQUIRES ADDITIONAL DOCUMENTATION TO EVALUATE YOUR SETTLEMENT CLAIM, YOUR CLAIM WILL BE DENIED FOR INCOMPLETE INFORMATION (in whole or in part) AND YOU WILL RECEIVE A NOTICE OF CLAIM DETERMINATION INDICATING WHAT ADDITIONAL INFORMATION OR SUPPORTING DOCUMENTATION IS REQUIRED. You must ensure that the Honda Administrator receives the information it requested within THIRTY (30) DAYS of the date of the Notice of Claim Determination.

If your Settlement Claim is Denied as Ineligible, you may dispute the decision of the Honda Administrator by submitting, or having your counsel submit, a Notice of Dispute, together with all materials to be relied on in support of the dispute. You must ensure that your Notice of Dispute is received by *Epiq Class Action Services Canada, Inc.* at [NTD: Address] and Honda at [NTD: address] within THIRTY (30) DAYS of your Settlement Claim being Denied as Ineligible.

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

**CLAIM FORM**

**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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[remainder of page intentionally left blank – continue on to Part 2]**

**Part 2 – Vehicle Information**

Vehicle Identification Number-17 digits: \_\_\_\_\_

<b>HONDA and ACURA SETTLEMENT SUBJECT VEHICLES</b>	
Check the box next to your vehicle model and model year. CHECK ONLY ONE.	
<b>HONDA MODELS</b>	
<b>Honda Civic</b> ___2001___ ___2002___ ___2003___ ___2004___ ___2005___ ___2006___ ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___ ___2014___ ___2015___	<b>Honda Accord</b> ___2001___ ___2002___ ___2003___ ___2004___ ___2005___ ___2006___ ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___
<b>Honda Crosstour</b> ___2010___ ___2011___ ___2012___ ___2013___ ___2014___	<b>Honda CR-V</b> ___2002___ ___2003___ ___2004___ ___2005___ ___2006___ ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___ ___2014___ ___2015___ ___2016___
<b>Honda CR-Z</b> ___2011___ ___2012___ ___2013___ ___2014___ ___2015___	<b>Honda Element</b> ___2003___ ___2004___ ___2005___ ___2006___ ___2007___ ___2008___ ___2009___ ___2010___
<b>Honda Fit</b> ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___ ___2014___	<b>Honda Insight</b> ___2010___ ___2012___
<b>Honda Odyssey</b> ___2002___ ___2003___ ___2004___	<b>Honda Pilot</b> ___2003___ ___2004___ ___2005___ ___2006___ ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___ ___2014___ ___2015___
<b>Honda Ridgeline</b> ___2006___ ___2007___ ___2008___ ___2009___ ___2010___ ___2011___ ___2012___ ___2013___ ___2014___	

- Acura Models and Honda Motorcycles continued on next page -

**HONDA and ACURA SETTLEMENT SUBJECT VEHICLES**

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

**ACURA MODELS****Acura CL**

\_\_2003

**Acura CSX**\_\_2006 \_\_2007 \_\_2008 \_\_2009  
\_\_2010 \_\_2011**Acura EL**

\_\_2001 \_\_2002 \_\_2003 \_\_2004 \_\_2005

**Acura ILX**

\_\_2013 \_\_2014 \_\_2015 \_\_2016

**Acura MDX**

\_\_2003 \_\_2004 \_\_2005 \_\_2006

**Acura RDX**\_\_2007 \_\_2008 \_\_2009 \_\_2010 \_\_2011  
\_\_2012 \_\_2013 \_\_2014 \_\_2015 \_\_2016  
\_\_2017**Acura RL**\_\_2005 \_\_2006 \_\_2007 \_\_2008 \_\_2009  
\_\_2010 \_\_2011 \_\_2012**Acura RLX**

\_\_2014 \_\_2015 \_\_2016 \_\_2017

**Acura TL**\_\_2002 \_\_2003 \_\_2009 \_\_2010 \_\_2011  
\_\_2012 \_\_2013 \_\_2014**Acura TSX**

\_\_2009 \_\_2010 \_\_2011 \_\_2012 \_\_2013

**Acura ZDX**

\_\_2010 \_\_2011 \_\_2012 \_\_2013

**HONDA MOTORCYCLES****Gold Wing GL1800**\_\_2007 \_\_2008 \_\_2009 \_\_2010 \_\_2012  
\_\_2013 \_\_2014 \_\_2015 \_\_2016[remainder of page intentionally left blank – continue to Part 3]

### **Part 3 – Customer Out-of-Pocket Expense Program**

Please identify the reasonable out-of-pocket expenses you incurred in connection with completion of the Recall Remedy on your Subject Vehicle, or while waiting for the Recall Remedy to be completed on your Subject Vehicle, that have not yet been reimbursed. The categories in Parts A, B, and C below are potentially eligible for reimbursement, but you may include other reasonable expenses in Part D.

**To complete your Claim Form for Cash Reimbursement Payments, please check all that apply:**

Part A. I am claiming reimbursement for the following costs I incurred *while replacement parts for completion of the Recall Remedy on my Subject Vehicle were not available*:

- ☐ Costs I incurred to obtain alternate transportation during the period that replacement parts were unavailable, in the amount of \$\_\_\_\_\_.
- ☐ Costs I incurred to store my Subject Vehicle, in the amount of \$\_\_\_\_\_.

Part B. I requested the Recall Remedy from an authorized Honda dealership, and refrained from driving my Subject Vehicle out of fear of driving it until the Recall Remedy was completed. I am claiming reimbursement for the following costs I incurred while I was waiting for the Recall Remedy to be performed:

- ☐ Costs I incurred to obtain alternate transportation while awaiting performance of the requested Recall Remedy, after having requested service from an authorized Honda or Acura dealership, up to a maximum of SEVEN (7) days, in the amount of \$\_\_\_\_\_.
- ☐ Costs I incurred to store the Subject Vehicle while using alternative transportation while awaiting performance of the requested Recall Remedy, after having requested service from an authorized Honda or Acura dealership, up to a maximum of SEVEN (7) days, in the amount of \$\_\_\_\_\_.
- ☐ Costs I incurred to tow or otherwise deliver my Subject Vehicle to obtain the Recall Remedy, in the amount of \$\_\_\_\_\_.

Part C. I am claiming reimbursement for the following costs I incurred while the Recall Remedy was being completed on my Subject Vehicle:

- ☐ Reasonable child care expenses I incurred while delivering my Subject Vehicle to the authorized Honda dealership to obtain the Recall Remedy, in the amount of \$\_\_\_\_\_.

- ☐ Reasonable child care expenses I incurred in the course of picking up my Subject Vehicle from an authorized Honda dealership upon completion of the Recall Remedy, in the amount of \$ \_\_\_\_\_.
- ☐ Lost wages I incurred as a result of having to drop off or pick up my Subject Vehicle at an authorized Honda dealership to obtain the Recall Remedy, in the amount of \$ \_\_\_\_\_.
- ☐ Costs I incurred for alternative transportation or associated costs where my Subject Vehicle was delivered to an authorized Honda dealership to obtain the Recall Remedy, and where I requested alternate transportation while the Recall Remedy was underway, and/or in the event of any delays in completion of the Recall Remedy, in the amount of \$ \_\_\_\_\_.
- ☐ Costs I incurred for alternative transportation or associated costs where my Subject Vehicle was delivered to an authorized Honda dealership to obtain the Recall Remedy, and where I requested alternate transportation in the event of any delays in completion of the Recall Remedy, in the amount of \$ \_\_\_\_\_.

Part D. I am a member of Settlement Class, and I am claiming reimbursement for other reasonable out-of-pocket expenses I incurred, which are not listed above:

☐ Yes ☐ No

For those who answered "Yes" to Part D:

I am claiming \$ \_\_\_\_\_ for these other costs. I describe these other costs as follows:

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*Notice to Residents of Quebec:* Please note that, under Quebec law, a portion of the amount approved and payable to any resident of Quebec may be withheld and remitted to the *Fonds d'Aide aux recours collectifs*. If you are a resident of Quebec, and all or part of your claim for reimbursement is approved, the portion of your Settlement Claim that must be remitted to the *Fonds d'Aide aux recours collectif* will be automatically deducted from the amount payable to you.

**IMPORTANT: IF YOU NEED MORE SPACE, PLEASE SUBMIT A SEPARATE PAGE WITH ADDITIONAL INFORMATION.**

Part E. Have you received reimbursement from anyone else (such as an insurer) for any of the costs incurred by you while obtaining the Recall Remedy and for which you are claiming reimbursement under sections A, B, C, or D above:

☐

Yes

☐

No

For those who answered "Yes" to Part E:

I have already received reimbursement in the amount of \$ \_\_\_\_\_.

I describe what has already been reimbursed as follows:

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#### **Part 4 – Supporting Documentation**

You must submit evidence demonstrating the actual out-of-pocket expenses you incurred in relation to the costs you are claiming in Part 3 above, including but not limited to receipts, invoices, bank or credit card statements, other financial records, or pay stubs, you must submit them with your Claim Form. If you have any evidence of payment or reimbursement of costs issued by a valid third-party issuer, please submit this as well.

Please list the original or certified true copies of the Supporting Documents you are submitting with this Claim Form. If you are not submitting Supporting Documentation, please explain why, in your view, it is not reasonable or practicable for you to provide this information.

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**IMPORTANT: IF YOU NEED MORE SPACE, PLEASE SUBMIT A SEPARATE PAGE WITH ADDITIONAL INFORMATION.**

Honda and the Honda Administrator are not responsible for any documents that are misdelivered, lost, illegible, damaged, destroyed, or otherwise not received by mail. PLEASE ENSURE THAT YOU KEEP A COPY OF YOUR CLAIM FORM AND ALL SUPPORTING DOCUMENTS FOR YOUR RECORDS.

### **Part 5 – 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 Supporting Documents submitted therewith may be subject to audit, verification, and review by the Honda Administrator and Courts. I also understand that, if my Claim Form or Supporting Documentation is found to be fraudulent or unverifiable, I will not receive any payment.

I executed this Claim Form on: \_\_\_\_\_ (day), \_\_\_\_\_ (month), \_\_\_\_\_ (year)  
in \_\_\_\_\_, \_\_\_\_\_ (city, province), Canada

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**PROCESSING OF CLAIMS WILL TAKE TIME. CLAIM FORMS WILL NOT BE PROCESSED UNTIL AFTER THE FINAL APPROVAL DATE, AND NO MONEY WILL BE ISSUED UNTIL AFTER THE FINAL APPROVAL 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 reasonable out-of-pocket costs you are claiming in Part 3;
4. Collect and list your Supporting Documentation in Part 4;
5. Completed the Certification in Part 5.
6. Kept a copy of your completed Claim Form and the Supporting Documentation you submitted with your Claim Form for your records.
7. Submitted your Settlement Claim on-line to the Honda Administrator or mailed it to the address below:

**Honda Administrator  
180 Honda Boulevard  
Markham, ON L6C 0H9  
e-mail : \*\*\*\***

**Attn: Customer Relations, Honda Canadian Takata Airbag Inflator Class Action Settlement**



**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule H - Notice of Claim Determination**

[(DATE)]

Customer Name:

VIN:

Thank you for submitting your Settlement Claim wherein you requested a Cash Reimbursement Payment pursuant to the terms of settlement reached in the Honda Canadian Takata Airbag Inflator Class Action. Upon review of your Settlement Claim, including your Claim Form and Supporting Documentation (if any), we have determined that under the terms of the Agreement, your Settlement Claim was:

☐ **Fully Approved** in the amount of \$ \_\_\_\_\_. \*

☐ Enclosed is a cheque in that amount, OR

☐ A cheque in that amount will follow.

*\* Notice to Residents of Quebec: Please note that, under Quebec law, a portion of the amount approved and payable to any resident of Quebec may be withheld and remitted to the *Fonds d'Aide aux recours collectifs*. If you are a resident of Quebec, the portion of your Settlement Claim that must be remitted to the *Fonds d'Aide aux recours collectif* has already been deducted from the amount indicated above.*

☐ **Partially Approved** in the amount of \$ \_\_\_\_\_, \* but denied in part.

☐ Enclosed is a cheque in the amount approved, OR

☐ A cheque in the approved amount will follow.

The remainder of your Settlement Claim was Denied as Ineligible as indicated on **Page 2** below, or Denied for Incomplete Information, as indicated on **Page 4** below.

*\* Notice to Residents of Quebec: Please note that, under Quebec law, a portion of the amount approved and payable to any resident of Quebec may be withheld and remitted to the *Fonds d'Aide aux recours collectifs*. If you are a resident of Quebec, the portion of your Settlement Claim that must be remitted to the *Fonds d'Aide aux recours collectif* has already been deducted from the amount indicated above.*

☐ **This is a Subsequent Notice of Claim Determination**

***If you have already received a Notice of Claim Determination, and submitted additional information or Supporting Documentation in response to a Settlement Claim that was Denied for Incomplete Information, this section applies to you.***

☐ You previously received a Notice of Claim Determination dated \_\_\_\_\_ [DATE OF PREVIOUS FORM]

☐ Your Settlement Claim in the amount of \$ \_\_\_\_\_ was previously approved in that Notice of Claim Determination.

☐ Some or all of your Settlement Claim was Denied for Incomplete Information.

☐ ***This*** Subsequent Notice of Claim Determination, dated \_\_\_\_\_ [DATE OF THIS FORM], contains our decision on the portion of your Settlement Claim that had been Denied for Incomplete Information.

***Based on the additional information or Supporting Documentation you sent us, your Settlement Claim has now been Approved or Partially Approved as indicated above, and/or Denied as Ineligible as indicated below on Page 2.***

**Denied as Ineligible**

- ☐ The amount of \$\_\_\_\_\_ is **Denied as Ineligible** because (all checked boxes apply):
- ☐ You did not submit a valid Claim Form.
  - ☐ You are not eligible to submit a Claim Form on behalf of the person for whom you submitted it.
  - ☐ Your Claim Form was not submitted to the Honda Administrator before the end of the Claim Period.
  - ☐ The Supporting Documentation you provided was for an unrelated replacement and/or for ineligible out-of-pocket expenses.
  - ☐ The mode of alternative transportation you selected was not reasonable.
  - ☐ The out-of-pocket expenses you have claimed for are unreasonable.
  - ☐ The Supporting Documentation you provided was not valid or acceptable proof of your out-of-pocket expenses as required under the Settlement Agreement.
  - ☐ You have already been reimbursed for this amount.
  - ☐ Your vehicle is not a Subject Vehicle.
  - ☐ You are not a current or former owner or lessee of a Subject Vehicle.
  - ☐ You have submitted a duplicate claim for multiple Recall Remedies.
  - ☐ Your vehicle has not obtained the Recall Remedy at an authorized Honda/Acura dealership.
  - ☐ You are an Automotive Recycler.
  - ☐ You opted out of the Settlement.
  - ☐ You did not provide all of the incomplete information within the time period.
  - ☐ Other:
- \_\_\_\_\_
- \_\_\_\_\_

**IMPORTANT:**

If you wish to dispute the Honda Administrator's determination that all or part of your Settlement Claim is Denied as Ineligible, please follow the instructions on Page 3 below on how to submit your Notice of Dispute. Honda and Epiq must receive your Notice of Dispute by \*\*\_\_\_\_\_[DATE + 30 Days]. It is your responsibility to deliver your Notice of Dispute on time.

*You will not receive another reminder to send a Notice of Dispute.*

**If your Settlement Claim, in whole or in part, has been Denied as Ineligible, you have the right to dispute this decision. To do so, you must mail, email or fax to Epiq and the Honda Administrator, a Notice of Dispute, together with all materials to be relied upon in support of your dispute.**

You may obtain a copy of the Notice of Dispute from the Honda Administrator's Website for the Settlement at [www.\\*\\*\\*\\*.com](http://www.****.com).

You or your counsel must send your Notice of Dispute, together with all materials to be relied upon in support of your dispute, to the following address:

Honda Canada Inc.  
180 Honda Blvd.  
Markham ON L6C 0H9

Attention: Customer Relations, Honda Canadian Takata Airbag Inflator Class Action

AND

Epiq Class Action Services Canada, Inc.  
[Epiq Address]

If you have any questions, please contact the Honda Administrator at \*\*\*\* or you may visit the Website for the Settlement at [www.\\*\\*\\*\\*.com](http://www.****.com) for more information.

**Denied for Incomplete Information**

☐ The amount of \$ \_\_\_\_\_ is **Denied for Incomplete Information** because  
(all checked boxes apply):

☐ You did not provide sufficient Supporting Documentation with your out-of-pocket expenses (such as invoices, receipts, work orders, or comparable similar documents). Please submit the following documents:

\_\_\_\_\_  
\_\_\_\_\_

☐ You did not provide sufficient information on your Claim Form. Please provide the following additional information:

\_\_\_\_\_  
\_\_\_\_\_

☐ Other:

\_\_\_\_\_  
\_\_\_\_\_

***You are required to send:***

- a) a copy of your original Settlement Claim (including your Claim Form and any Supporting Documentation you submitted with your claim), AND***
- b) the additional information or Supporting Documentation requested above,***

***TO:***

***Honda Administrator***

***180 Honda Blvd.***

***Markham ON L6C 0H9***

***Attention: Customer Relations, Honda Canadian Takata Airbag Inflator Class Action***

Please do not make any changes to your Claim Form OTHER than those specifically requested above, and only provide the additional information and Supporting Documentation that has been requested.

The copy of your original Settlement Claim, AND the additional information or Supporting Documentation requested **must be received by the Honda Administrator** by \*\* \_\_\_\_\_ [DATE + 30 Days].

The Honda Administrator will then evaluate your Claim Form and any additional information or Supporting Documentation, and will send you a Subsequent Notice of Claim Determination identifying its determination of your Settlement Claim.

**You will not be given another opportunity to submit additional information or Supporting Documentation in support of your Settlement Claim.**

**IMPORTANT:**

If the Honda Administrator does not receive the additional information or Supporting Documentation requested above by \*\* \_\_\_\_\_ [DATE + 30 Days]:

- your Settlement Claim will be considered **Denied as Ineligible;**
- you will not receive any other notice or form from the Honda Administrator indicating your claim is Denied as Ineligible; and
- If you wish to dispute the Honda Administrator's determination that all or part of your Settlement Claim is Denied as Ineligible, your Notice of Dispute must be received by the Honda Administrator and Epiq by \*\* \_\_\_\_\_ [DATE + 60 Days]. Please refer to the instructions on Page 3 above on how to submit your Notice of Dispute. It is your responsibility to deliver your Notice of Dispute on time.

*You will not receive another reminder to send a Notice of Dispute.*

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule I - Notice of Dispute**

**NOTICE OF DISPUTE**

***When is Your Notice of Dispute Due?***

IF your Settlement Claim (or part of it) was **DENIED AS INELIGIBLE**, this NOTICE OF DISPUTE is due THIRTY (30) DAYS from the date at the top of Page 1 of your Notice of Claim Determination.

IF your Settlement Claim (or part of it) was **DENIED AS INCOMPLETE**, and you did NOT send in the additional information or Supporting Documentation requested, this NOTICE OF DISPUTE is due SIXTY (60) DAYS from the date at the top of Page 1 of your Notice of Claim Determination.

IF your Settlement Claim (or part of it) was **DENIED AS INCOMPLETE**, and you sent the Honda Administrator additional information or Supporting Documentation in response, you will be sent a Subsequent Notice of Claim Determination in respect of the additional information or Supporting Documentation you have submitted. If the Subsequent Notice of Claim Determination indicates that your Settlement Claim (or part of it) was **DENIED AS INELIGIBLE**, this NOTICE OF DISPUTE is due THIRTY (30) DAYS from the date at the top of Page 1 of the Subsequent Notice of Claim Determination.

**FAILURE TO FULLY ANSWER THE QUESTIONS AND TO PROVIDE THE REQUESTED INFORMATION AND/OR DOCUMENTATION MAY IMPACT YOUR ABILITY TO CONTEST THE HONDA ADMINISTRATOR'S DECISION.**

**PLEASE ENSURE COPIES OF THE DOCUMENTS LISTED AT THE END OF THIS NOTICE HAVE BEEN INCLUDED WITH YOUR DISPUTE.**

**Part 1 – Information of Settlement Class Member**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Alternative Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Make and Model of Vehicle: \_\_\_\_\_

Date of Notice of Claim Determination and Subsequent Notice of Claim Determination (if applicable):  
\_\_\_\_\_

*Optional: Please complete this box only if you are being represented by counsel:*

*Name of Counsel (if any):* \_\_\_\_\_

*Paralegal or Lawyer Licence Number:* \_\_\_\_\_

*Telephone Number of Paralegal or Lawyer:* \_\_\_\_\_

*Address of Paralegal or Lawyer:* \_\_\_\_\_

*E-mail of Paralegal or Lawyer:* \_\_\_\_\_

**PLEASE ANSWER THE QUESTIONS BELOW:**

1. Did you submit Supporting Documentation with your Settlement Claim?

☐ Yes (please include copies)

☐ No

If you answered "No" to Question 1 above, please explain why you did not submit Supporting Documentation. If you require additional pages, please attach them.

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2. Was all or part of your Settlement Claim Denied for Incomplete Information?

☐ Yes

☐ No

If you answered "Yes" to Question 2 above, did you submit the material requested by the Honda Administrator in the Notice of Claim Determination?

☐ Yes, on \_\_\_\_\_ date, I submitted the material requested  
(please include copies)

☐ No

- continued on next page -

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## **Part 2 – Reasons for Dispute**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

IMPORTANT: IF YOU NEED MORE SPACE, PLEASE SUBMIT A SEPARATE PAGE WITH ADDITIONAL INFORMATION.



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

Honda Administrator  
180 Honda Boulevard  
Markham, ON L6C 0H9

Attn: Honda Canadian Takata Airbag Class Action Settlement

**Part 3 – DOCUMENTS TO INCLUDE WITH THIS NOTICE OF DISPUTE:**

**Epiq and Honda are not responsible for any documents that are misdelivered, lost, illegible, damaged, destroyed, or otherwise not received by mail. PLEASE ENSURE THAT YOU KEEP A COPY OF YOUR NOTICE OF DISPUTE AND ALL ATTACHED DOCUMENTS FOR YOUR RECORDS.**

**Please include copies of the following documents together with this Notice of Dispute:**

1. Your Settlement Claim (including your Claim Form and any Supporting Documentation);
2. All Notice(s) of Claim Determination you received;
3. *If applicable*, any additional information or Supporting Documentation you submitted to the Honda Administrator in response to all or part of your Settlement Claim being Denied for Incomplete Information; and
4. Any other documents upon which you intend to rely in your dispute.

**Honda Canadian Takata Airbag Inflator Class Actions Settlement Agreement**  
**Schedule J - Opt Out Form**

***Honda Canadian Takata Airbag Inflator Class Actions Opt Out Form***

I, \_\_\_\_\_ (print full name), elect to opt out of the Honda Canadian Takata Airbag Inflator 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:

*Des-Rosiers v. Takata Corporation et. al.*, Court File No. CV-16-543767-00CP (Ontario)

*Vitoratos v. Takata Corporation et. al.*, Court File No. 500-06-000723-144 (Quebec)

*Hall v. Takata Corporation et. al.*, Court File No. QBG 1284 of 2015 (Saskatchewan)

*Rai v. Takata Corporation et. al.*, Court File No. S-148694 (British Columbia)

I declare that I own(ed) or lease(d) a Subject 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: \_\_\_\_\_

#### **Part 4 – Certification**

I affirm, under penalty of perjury and under the laws of the Canada, that the information in this Notice of Dispute is true and correct to the best of my knowledge, information, and belief. I understand that my Notice of Dispute and all materials I rely upon may be subject to audit, verification, and review by Epiq. I also understand that if my Notice of Dispute or any materials I rely upon are found to be fraudulent or unverifiable, I will not receive any payment. I understand that any determination made by Epiq is final, and not subject to any further appeal or reconsideration.

I executed this Notice of Dispute on: \_\_\_\_\_ (day), \_\_\_\_\_ (month), \_\_\_\_\_ (year)

in \_\_\_\_\_, \_\_\_\_\_ (city, province), Canada

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**PROCESSING OF DISPUTES WILL TAKE TIME. UPON CONSIDERATION OF YOUR DISPUTE, EPIQ WILL ISSUE YOU A NOTICE OF CLAIM DETERMINATION CONTAINING ITS DECISION.**

#### **CHECKLIST**

Please make sure you have:

1. Filled out the Settlement Class Member Information and questions in Part 1;
2. Stated your reasons for disputing the Honda Administrator's determination in Part 2;
3. Attached copies of the documents identified in Part 3;
4. Completed the Certification in Part 4;
5. Kept a copy of your completed Notice of Dispute and all materials you submitted with your Notice of Dispute for your records; and
6. Mailed your Claim Form to:

**[EPIQ ADDRESS]**

**Attn: Honda Canadian Takata Airbag Class Action Settlement**

**Honda Administrator  
180 Honda Boulevard  
Markham, ON L6C 0H9**

**Attn: Honda Canadian Takata Airbag Class Action Settlement**

**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule K - Draft Notice and Certification Order (Ontario)**

Court File No. CV-16-543767-00CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE** ) \_\_\_\_\_ day, the \_\_\_\_\_ day  
 )  
**JUSTICE PERELL** ) of \_\_\_\_\_, 2019  
 )

**B E T W E E N:**

**RICK A. DES-ROSIERS and STEPHEN KOMINAR**

**Plaintiffs**

**- and -**

**TAKATA CORPORATION, TK HOLDINGS INC., HONDA MOTOR CO., LTD., HONDA  
OF AMERICA MANUFACTURING, INC. and HONDA CANADA**

**Defendants**

*Proceeding under the Class Proceedings Act, 1992*

**O R D E R**  
**(Notice Approval and Certification)**

**THIS MOTION**, made by the plaintiffs Rick A. Des-Rosiers and Stephen Kominar for an order (i) certifying this Action, and (ii) approving a class notice and a notice plan in respect of a Settlement Agreement (the "**Agreement**") made between Honda and the Plaintiffs (as defined in the Agreement), was heard on [dates] at the Court House, 130 Queen Street, Toronto, Ontario.

**ON READING** the materials filed, including:

- (a) the affidavit of [HONDA ADMINISTRATOR] sworn [date], and exhibits thereto; and
- (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 persons resident in Canada, excluding Quebec, and including Automotive Recyclers, who: (a) owned or leased a Subject Vehicle on the date of the Final Approval Date; or (b) formerly owned or leased a Subject Vehicle, but after being notified of a Recall and before the Final Approval Date, ceased to do so.
- 4. Rick A. Des-Rosiers and Stephen Kominar are hereby appointed as the representative plaintiffs in this Action.

5. The only common issue is the Common Issue defined in the Agreement, namely the issue of whether some or all of the Subject Vehicles contain a Takata PSAN Inflator that is the subject of a Recall.

#### **Notice Publication**

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

7. The Honda Administrator will arrange for the dissemination of the Notice in accordance with the Notice Plan as soon as practicable after the Notice and Certification Date.

#### **Dates and Deadlines**

8. The Opt Out Deadline is hereby set for the date that is SIXTY (60) Days after the Notice Date.

9. The Settlement Approval Hearing before this Court will take place at Osgoode Hall, 130 Queen Street West, Toronto, Ontario at 10:00 am on a date to be fixed that is at least THIRTY (30) Days after the Opt Out Deadline, 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.

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THE HONOURABLE JUSTICE PERELL



**Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement**  
**Schedule L - Draft Settlement Approval Order (Ontario)**

Court File No. CV-16-543767-00CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

<b>THE HONOURABLE</b>	)	
	)	_____ day, the _____ day
<b>JUSTICE PERELL</b>	)	of _____, 2019
	)	

**B E T W E E N:**

**RICK A. DES-ROSIERS and STEPHEN KOMINAR**

Plaintiffs

- and -

**TAKATA CORPORATION, TK HOLDINGS INC., HONDA MOTOR CO., LTD., HONDA  
OF AMERICA MANUFACTURING, INC. and HONDA CANADA**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**O R D E R**  
**(Certification, Settlement Approval, and Class Counsel Fees)**

**THIS MOTION**, made by the plaintiffs Rick A. Des-Rosiers and Stephen Kominar for an order approving the Honda Canadian Takata Airbag Inflator Class Action Settlement Agreement, dated as of January 14, 2019, as amended May 3, 2019, and the Recitals and Schedules thereto, (the “Agreement”) made between Honda and the Plaintiffs (as defined in the Agreement) to settle the within action and related actions commenced in the Superior Court of Quebec, the Court of Queen’s Bench for Saskatchewan, and the Supreme Court of British

Columbia, and to approve the Class Counsel Fee, was heard on [dates] at the Court House, 130 Queen Street, Toronto, Ontario.

**ON READING** the materials filed, including:

- a) the Agreement, attached to this order as Schedule “A”;
- b) the affidavit of [HONDA ADMINISTRATOR] sworn [date], and exhibits thereto; and
- c) [NTD: add other affidavits as required].

**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 Honda 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.

### **Dates and Deadlines**

6. The Final Approval Date shall be the date Settlement Approval Orders have been issued by each of the Courts of Ontario and Quebec, without material amendment, and Recognition Orders have been issued by each of the Courts of British Columbia and Saskatchewan, and where the times to appeal these Orders have expired without any appeal being taken, or where there has been a final disposition of all appeals without any reversal or amendment of these Orders

### **Released Claims**

7. 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.

8. 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.

9. 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.

10. 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.

11. None of the Releasors 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.

12. 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**

13. 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**

14. 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.

**Jurisdiction and Application for Directions**

15. Honda and the Honda Administrator have acknowledged the jurisdiction of this Court and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Agreement and this Order in Ontario, and subject to the terms and conditions set out in the Agreement and this Order.

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

17. 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**

18. Promptly after the Final Approval 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.

**Publication of this Order**

19. The Honda Administrator shall publish a copy of this Order promptly after the Final Approval Date.

**Class Counsel Fees, Disbursements and Taxes**

20. Within THIRTY (30) days after the Final Approval Date, Honda 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.

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THE HONOURABLE JUSTICE PERELL