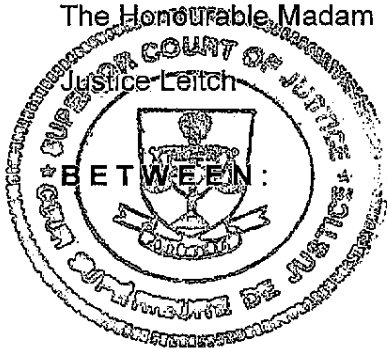


**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam
Justice Leitch

) Wednesday, the 25th day
)
) of March, 2009



Geoffrey Butler

Plaintiff

- and -

Honda Canada Inc.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Representative Plaintiff, Geoffrey Butler, for an Order that the Settlement Agreement be approved was heard this day at the Court House, 80 Dundas Street, London, Ontario.

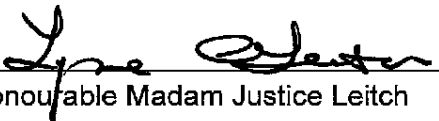
ON READING the materials filed, including the Settlement Agreement dated October 15, 2008, and on hearing the submissions of counsel for the Representative Plaintiff and counsel for the Defendant:

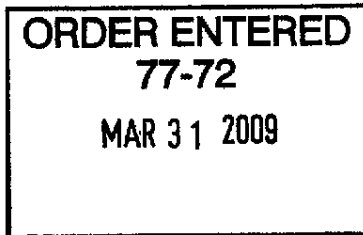
1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement, attached hereto as Appendix "A", is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992*, and shall be implemented in accordance with its terms.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiff, upon all Class Members, other than those who have opted out in accordance with the Settlement Agreement, and upon the Defendant.
5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Class Member, other than those who have opted out in accordance with the Settlement Agreement, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* R.S.O. Reg. 194 are dispensed with in respect of this action.
6. **THIS COURT ORDERS** that each Class Member, other than those who have opted out in accordance with the Settlement Agreement, personally and on behalf of their respective heirs, successors and assigns, and their affiliated, predecessor, successor and related companies, shall be deemed to have released and do hereby release and forever discharge the Released Parties of the Released Claims.
7. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Defendants, without costs and with prejudice.

8. **THIS COURT ORDERS** that if approval of the Settlement Agreement is not granted by the British Columbia Court in the action certified on January 6, 2009, styled as *Joanna Tremblay v. Honda Canada Inc.*, Court file No. S067373 and/or by the Quebec Court in the action certified on December 9, 2008, styled as *Gilles Monnier v. Honda Canada Inc.*, Court file No. 200-06-000079-064, this Order shall be of no force and effect.

Date: March 25, 2009


The Honourable Madam Justice Leitch



Canada

Province of Ontario

Province of Quebec

Province of British Columbia

In re: Honda Odometer National Class Proceedings

This Agreement relates to the Settlement of the following Proceedings:

<p>GEOFFREY BUTLER Plaintiff</p> <p>and</p> <p>HONDA CANADA INC. Defendant</p>	<p>PROVINCE OF ONTARIO Ontario Superior Court of Justice London, Ontario Court File No.: 52333CP</p>
<p>GILLES MONNIER Petitioner</p> <p>v.</p> <p>HONDA CANADA INC. Respondent</p>	<p>PROVINCE OF QUEBEC Superior Court of Quebec, District of Quebec (Class Action) No.: 200-06-000079-064</p>
<p>JOANNA TREMBLAY Plaintiff</p> <p>and</p> <p>HONDA CANADA INC. Defendant</p>	<p>PROVINCE OF BRITISH COLUMBIA Supreme Court of British Columbia Vancouver, British Columbia Court File No.: S-067373</p>

NATIONAL HONDA ODOMETER CLASS ACTIONS

SETTLEMENT AGREEMENT

Dated as of October 15, 2008

NATIONAL HONDA ODOMETER CLASS ACTIONS SETTLEMENT AGREEMENT

PREAMBLE & RECITALS

Geoffrey Butler, in his personal capacity and as the proposed representative Plaintiff in Ontario Court File No. 52333CP (London), Gilles Monnier in his personal capacity and as the proposed representative Plaintiff in Quebec Court File No. 200-06-000079-064, and Joanna Tremblay in her personal capacity and as the proposed representative Plaintiff in British Columbia Vancouver Registry No. S-067373 (collectively, the "**Proceedings**"), and the defendant, Honda Canada Inc. (the "**Defendant**") (collectively, the "**Parties**"), hereby enter into this settlement agreement (the "**Agreement**") providing for the settlement of claims relating to the alleged overstatement of mileage in certain Honda automobile odometers, pursuant to the terms and conditions set forth herein, and subject to approval of the Courts as set forth herein (the "**Settlement**");

WHEREAS the Parties intend by this Agreement, to fully and finally compromise and resolve all past, present and future claims of Class Members relating to the alleged overstatement of mileage in the odometers in Class Vehicles, as herein defined;

WHEREAS the Parties will seek class certification and approval of this Settlement in each Proceeding at the same time, or as close thereto as reasonably possible;

WHEREAS certification of a national class, excluding the Quebec Class and the British Columbia Class, will be sought in the Ontario Proceeding based on the substantial connections of Ontario with the facts giving rise to the actions referred to herein;

WHEREAS the Proceedings must be certified as class proceedings and must define classes that cover residents of all provinces and territories in Canada for this Agreement to come into force and effect;

WHEREAS the Parties acknowledge that in the event the Proceedings are not, for purposes of this Settlement, each certified as class proceedings, this Agreement will be null and void and will have no force or effect, and no Party to this Agreement will be bound by any of its terms, unless otherwise provided for in this Agreement;

WHEREAS Plaintiffs' counsel, namely the law firms Siskinds LLP, Poyner Baxter LLP, and Siskinds, Desmeules, have conducted settlement negotiations with the Defendant's counsel;

WHEREAS the Defendant, notwithstanding its consent to this Settlement Agreement, has denied and continues to deny any wrongdoing or liability of any kind to the Plaintiffs or Class Members;

WHEREAS the Parties agree that Class Members have the right to exclude themselves from the Proceedings by exercising the right to opt out of the Settlement;

WHEREAS, based on an analysis of the facts and law applicable to the claims of the Class, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Agreement of resolving the claims of Class Members, the Plaintiffs and Class Counsel have concluded that this Settlement provides substantial and appropriate benefits to Class Members and is fair, reasonable and in the best interests of the Class Members;

WHEREAS, despite its belief that it is not liable in respect of the allegations and claims in the Proceedings and has good defences thereto, the Defendant is entering into this Agreement in order to achieve final resolution of all pending and future claims, and to avoid the further expense, inconvenience and distraction of burdensome and protracted litigation;

WHEREAS the Parties have engaged in extensive, arms-length negotiations through counsel with substantial experience in complex class proceedings that have resulted in this Agreement resolving all disputes between the Parties, pending final approval by the courts;

WHEREAS the Parties agree that the certification of the Proceedings and any approval of this Settlement by the Courts will not constitute any admission by the Defendant of liability or damages or be used as evidence against the Defendant or for any other purpose or in any other proceeding or matter; and

WHEREAS the Parties intend by this Agreement to resolve, terminate and finally conclude any and all of the present and future claims, known or unknown, of Class Members relating to the alleged overstatement of mileage in the odometers of Class Vehicles, and to fully and finally resolve said claims against any Released Party, pursuant to the terms of this Agreement;

NOW THEREFORE, the Parties stipulate and agree that any and all Released Claims will be finally settled and resolved on the terms and conditions set forth in this Agreement, and the Proceedings will be compromised and settled without costs against the Plaintiffs, Class Members or the Defendant, subject to the Courts' approval of the Settlement as fair, reasonable and in the best interests of the Class pursuant to applicable law.

DEFINITIONS

1. For the purposes of this Agreement only, including any Exhibits hereto:

- (a) **“Agreement”** or **“Settlement”** means this Settlement Agreement and the terms of the Settlement embodied therein, including all Exhibits attached thereto.
- (b) **“Approval Hearings”** means the hearings held in the Proceedings to obtain Court approval of the Settlement on the terms set out in this Agreement.
- (c) **“Approval Orders”** means the orders of the Courts in the Proceedings which approve this Settlement.
- (d) **“British Columbia Class”** means all Class Members Resident in British Columbia.
- (e) **“British Columbia Counsel”** means Poyner Baxter LLP.
- (f) **“British Columbia Proceeding”** means the Supreme Court of British Columbia Court File No. S-067373 Vancouver Registry.
- (g) **“Business Days”** means any day except a Saturday, Sunday, or any statutory holiday in any province.
- (h) **“Certify”, “certification”** and variants thereof shall be interpreted in this Agreement to include authorization to institute a class action with respect to the Quebec Proceedings.
- (i) **“Certification Hearings”** means the hearings held in the Proceedings for the purpose of certifying the Proceedings as class proceedings for purposes of this Settlement only.
- (j) **“Certification Orders”** means the orders of the Courts that certify the Proceedings as class proceedings for purposes of this Settlement only.

- (k) **"Claims Administrator"** means The Honda Claims Centre as approved by the Courts and as provided in this Agreement.
- (l) **"Claims Package"** means all of the materials required to be submitted, in the form attached hereto as **Exhibit "B"**, in support of claims for the (i) Reimbursement for Repair Settlement benefit and (ii) Reimbursement for Excess Mileage Lease Charges Settlement benefit, as defined and described in section 10 of this Agreement.
- (m) **"Claims Period"** means the period of time commencing seven days after the Effective Date of the Settlement and ending one hundred and eighty (180) days after the commencement date.
- (n) **"Class"** means collectively the Quebec Class, the British Columbia Class and the Ontario National Class.
- (o) **"Class Members"** means all persons and legal entities who purchased or leased a Class Vehicle and were resident in Canada at the time of such purchase or lease.
- (p) **"Class Counsel"** means Ontario Counsel, British Columbia Counsel, and Quebec Counsel.
- (q) **"Class Vehicles"** means:
 - (i) all 2001-2006 model year ("MY") Honda and Acura automobiles purchased or leased in Canada;
 - (ii) all 2007 MY Honda Fit automobiles purchased or leased in Canada; and

- (iii) all 2000 MY Honda and Acura automobiles purchased or leased in Canada on or after November 14, 2000.
- (r) **"Courts"** means the Ontario Superior Court of Justice, the Superior Court of Quebec and the Supreme Court of British Columbia.
- (s) **"Defendant"** means Honda Canada Inc.
- (t) **"Defendant's Counsel"** means McMillan LLP.
- (u) **"Effective Date"** of an order of a Court means the date on which the order becomes a Final Order.
- (v) **"Effective Date of the Settlement"** means the date on which all Certification Orders and Approval Orders in the Proceedings become Final Orders, provided however, that an appeal solely from any award of fees to Class Counsel will not extend the Effective Date of the Settlement.
- (w) **"Excluded Person"** means Honda directors and officers and those Class Members that elect to exclude themselves from the Settlement within the Opt Out Period.
- (x) **"Final Order"** means the date on which any right of appeal from the Order expires or the date on which any appeals are finally resolved, provided however, that for the Certification Orders, it means the date the Orders are made.
- (y) **"Honda"** means Honda Canada Inc.
- (z) **"Lease Extension Benefits"** means the Settlement benefit described in subsection 10(c) of this Agreement.

- (aa) **"Notice of Certification and Pending Settlement Approval Hearing"** or **"Notice of CPSAH"** means the Notice provided to Class Members of the Certification Orders and pending Approval Hearings in the Proceedings, in the form attached hereto as **Exhibit "A"**.
- (bb) **"Notice Date"** means the day that is seven (7) days after the date that the last Notice of CPSAH is mailed to Class Members by Honda.
- (cc) **"Ontario Counsel"** means Siskinds LLP.
- (dd) **"Ontario National Class"** means all Class Members, other than members of the Quebec Class or the British Columbia Class.
- (ee) **"Ontario Proceeding"** means the Ontario Superior Court of Justice Action No. 52333CP (London).
- (ff) **"Opt Out Period"** means the period commencing on the Notice Date and ending sixty (60) days thereafter.
- (gg) **"Opt Out"** means a Class Member who has provided written notice to the Claims Administrator, in the form attached hereto as **Exhibit "C"**, within the Opt Out Period.
- (hh) **"Parties"** means collectively the Plaintiffs, in their personal capacities and as representative plaintiffs, and the Defendant.
- (ii) **"Plaintiffs"** means Geoffrey Butler, Joanna Tremblay and Gilles Monnier.
- (jj) **"Proceedings"** means collectively the Ontario, Quebec, and British Columbia Proceedings.
- (kk) **"Quebec Class"** means all Class Members Resident in Quebec.

- (ll) **“Quebec Counsel”** means Siskinds, Desmeules.
- (mm) **“Quebec Proceeding”** means the Superior Court of Quebec Action No. 200-06-000079-064.
- (nn) **“Reimbursement for Repair Claims”** means claims by Class Members for the Reimbursement for Repairs Settlement benefit described in subsection 10(b) of this Agreement.
- (oo) **“Reimbursement for Excess Mileage Charge Claims”** means claims by Class Members for the Reimbursement of Excess Mileage Lease Charges Settlement benefit described in subsection 10(d) of this Agreement.
- (pp) **“Released Claims”** means any and all manner of claims, liabilities, demands, actions, suits, matters, obligations, damages, losses or costs, actions or causes of action of every nature and description, whether class, individual or otherwise in nature, whether personal or subrogated, known or unknown, latent or patent, suspected or unsuspected, accrued or which may hereafter accrue, asserted or unasserted, in law, under statute or in equity, including but not limited to, for interest, costs, expenses, administration expenses and Class Counsel Fees, that Class Members, Class Counsel or the Plaintiffs, or any of them, whether directly or indirectly, had, have or may in future have against the Released Parties arising from or relating in any way to the alleged overstatement of mileage in Class Vehicle odometers, including all claims in the Proceedings.
- (qq) **“Released Parties” or “Released Party”** means:
 - (i) the Defendant, Honda Canada Inc., its parent companies, subsidiaries, affiliates and divisions, including Honda Canada Finance Inc.,

Honda R & D Co. Ltd., Honda Motor Co., Ltd., and American Honda Motor Co., Inc. together with their current and former officers, directors, partners, employees, representatives, consultants, agents, underwriters, insurers, co-insurers, re-insurers, licensees, and joint venturers;

(ii) any and all suppliers of materials, components, and services used in the manufacture, testing and design of the Class Vehicles, including the odometers therein, along with each such entity's predecessors, successors, parents, subsidiaries, affiliates, or divisions and each of their current and former shareholders, officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers; and

(iii) all authorized dealers of the Class Vehicles and their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and their respective current and former officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers.

(rr) **"Relevant"** Class Counsel or Court means Class Counsel or the Court in the Proceeding in which the relevant Class Member is a Class Member.

(ss) **"Resident"** means the location of a person's primary residence, or, in the case of a business entity, its primary place of business.

(tt) **"Warranty Extension Benefits"** means the Settlement benefit described in subsection 10(a) of this Agreement.

All other capitalized terms used in this Agreement will have the meaning assigned to them where first used herein.

BEST EFFORTS AT IMPLEMENTATION

2. The Parties will cooperate and undertake their best efforts, including all steps contemplated in this Agreement, to give effect to this Agreement and secure prompt, complete and final dismissal, with prejudice, of the Proceedings as against the Released Parties.

CONDITIONS PRECEDENT

3. This Settlement Agreement will be null and void and of no force and effect unless;
 - (a) for the purposes of this Settlement only, the Courts certify each Proceeding as a class proceeding and each Certification Order becomes a Final Order; and
 - (b) the Courts approve this Settlement Agreement in each of the Proceedings and each Approval Order becomes a Final Order.

(hereinafter, the "Conditions Precedent").

EFFECT OF NON APPROVAL BY THE COURT

4. If the Conditions Precedent are not met:
 - (a) this Agreement will be null and void and will have no force or effect, and no Party to this Agreement will be bound by any of its terms, except for the terms of this section;
 - (b) in the event that a Proceeding is not certified or that the Settlement is not approved by one of the Courts, the Plaintiffs and Class Counsel are deemed to consent to an order de-certifying all of the Proceedings notwithstanding and regardless of whether Certification Orders and Approval Orders have already been made in any other Proceeding;

- (c) this Agreement, and all of its provisions, and all negotiations, statements and proceedings relating to it will be without prejudice to the rights of the Parties as those rights existed prior to the signing of this Agreement;
- (d) in particular, Honda will be entitled to resist any motion to certify the Proceedings as class proceedings and will be entitled to have the issue of whether the Proceedings are appropriate for certification as class proceedings considered by the Courts fully and completely on its merits and as if the Agreement had never existed;
- (e) the Plaintiffs, Class Counsel and Class Members will treat as confidential this Agreement and all of its provisions, and all negotiations, statements and proceedings relating to it, and no materials or information relating to this Agreement, or to the negotiations, statements and proceedings relating to it, will be disclosed to anyone other than as may be required by law or agreed to in writing by the Parties.

CERTIFICATION ORDERS

- 5. (a) For purposes of this settlement only, the Plaintiffs will file motions in the Proceedings for orders certifying the Proceedings as class proceedings no later than **[insert time frame]** after the date this Agreement is executed by the Parties. The Parties will seek the Certification Orders in an expedited manner in a form and in accordance with a timetable to be agreed upon by the Parties.
- (b) The Parties agree that until the Certification Orders are sought, this Agreement and its terms will be kept confidential and will not be disclosed by the Plaintiffs, Class Counsel, and/or Class Members, without prior written consent of the Defendant, except as may be required by law.

NOTICE OF CERTIFICATION AND OF PENDING APPROVAL HEARING

6. The Notice of Certification and Pending Settlement Approval Hearing will be disseminated after Certification Orders have been obtained in each of the Proceedings. Dissemination of the Notice of CPSAH will be completed within 90 days of the Effective Date of the last Certification Order made.

The Parties agree that notice will be effected as follows, subject to approval of the Courts:

- (a) The Notice of CPSAH will be disseminated by bulk mail to Class Members at the last known address in the possession of Honda for each Class Member;
- (b) the Notice of CPSAH will be in the form attached hereto as **Exhibit "A"**, or in such other form as agreed to by the Parties, and agreed to by the Courts;
- (c) Honda agrees to pay the reasonable costs of disseminating the Notice;
- (d) dissemination of the Notice of CPSAH will be deemed completed as of the Notice Date; and
- (e) Honda will advise Class Counsel of the Notice Date within two (2) business days of the mailing of the last Notice of CPSAH to Class Members.

APPROVAL ORDERS

7. The Plaintiffs will file motions in the Proceedings for approval of the Settlement no sooner than thirty (30) days and no later than forty-five (45) days following the Notice Date. The Parties will seek the Approval Orders in an expedited manner in a form and in accordance with a timetable to be agreed upon by the parties.

OPTING OUT

8. Class Members may opt out of the Class at any time during the Opt Out Period as set out in this Agreement and as directed in the Notice of CPSAH. Any Class Member who timely submits a valid Opt Out form will not: (i) be bound by any orders or judgments entered in the Proceedings; (ii) be entitled to any relief under this Agreement; and (iii) gain any rights by virtue of this Agreement. Within ten (10) Business Days following the expiry of the Opt Out Period, a representative of the Claims Administrator will provide Class Counsel and the Courts with a statutory declaration listing the names of those persons who have notified the Claims Administrator that they are opting out of the Settlement.

THE SETTLEMENT BECOMES EFFECTIVE

9. This Settlement will become effective on the Effective Date of the Settlement.

Within seven (7) days of the Effective Date of the Settlement, Honda will update the Settlement web site referred to in the Notice of CPSAH so it states that the Settlement is now effective.

SETTLEMENTS BENEFITS FOR THE CLASS

10. Upon the Effective Date of the Settlement, the Defendant will immediately extend to Class Members the benefits set forth below:
 - a) **Warranty Extension Benefits:** Honda will automatically extend by five percent (5%) all mileage-based coverage periods of any current (a) original warranties that Honda provided with the Class Vehicles when initially sold or leased; (b) Honda extended warranties made applicable to Class Vehicles after they were sold or leased (including warranty extensions to which Honda previously agreed in order to resolve individual customer complaints, claims, or lawsuits); (c) "Honda Plus" and "Acura Plus" service

contracts on new Honda and Acura Class Vehicles purchased before the Effective Date of the Settlement; and (d) original warranties provided in connection with the purchase, before the Effective Date of the Settlement, of Certified Used Honda or Certified Used Acura Class Vehicles.

For example, a 3 year/60,000 km new vehicle limited warranty will be extended to 3 years/63,000 km subject to all other terms and conditions of the warranty; a 5 year/100,000 km major components limited warranty will be extended to 5 years/105,000 km, subject to all other terms and conditions of the warranty; and a 8 year/ 130,000 km emissions warranty will be extended to 8 years/136,500 km subject to all other terms and conditions of the warranty.

The five percent (5%) extension is transferable to the same extent that the underlying warranty is transferable. Specifically, new vehicle warranties as extended are transferable with the sale of Class Vehicles to other individuals or entities. Pursuant to their terms, "Honda Plus" and "Acura Plus" service contracts and Certified Used Honda or Certified Used Acura warranties as extended are transferable only if the transferee of the Class Vehicle is a private individual. All mileage based coverage periods so extended remain subject to all other terms and conditions of the original warranty or service contract, including the time limitations on the coverage period.

Class Members need not take any steps to receive the Warranty Extension Benefits.

- b) **Reimbursement for Repairs:** Honda will establish a claims process by which Class Members can obtain reimbursement of amounts they paid for **"Otherwise Warranted Repairs"** to Class Vehicles where the repair was undertaken when the mileage on the vehicle was within the five percent (5%) extended mileage-based coverage period of the applicable warranty or service contract. "Otherwise Warranted Repairs" means repairs or replacements of component parts (a) that were defective in material or workmanship

under normal use as defined and covered by the original warranty; and does not include routine maintenance (including, but not limited to, oil and filter changes/tire rotations etc.) or vehicle repairs necessitated by customer abuse or misuse; and (b) undertaken on Class Vehicles that were still within the time-based limits of the warranty or service contract coverage period at the time the repair was undertaken.

To obtain reimbursement, a Class Member must submit a Claims Package, in the form attached hereto as **Exhibit "B"**, that provides acceptable proof that the person submitting the claim is a Class Member and that the vehicle is a Class Vehicle, including acceptable proof of (i) the vehicle identification number, (ii) the date of purchase or lease of the vehicle, (iii) the date of the repair, (iv) the vehicle mileage when the repair was undertaken, (v) the amount of the repair, and (iv) payment of that amount by or on behalf of the Class Member. In addition, the Claims Package must include documents sufficient to show the repair was Otherwise Warranted.

Such Claims Package must be received by the Claims Administrator within the Claims Period in order to be processed and paid. Claims received after the expiration of the Claims Period will be rejected, with no permissible appeal or challenge. Honda will not be required to pay any claims received after this date.

The Claims Administrator may reject any claim in respect of which the submitted Claims Package is incomplete. If the Claims Administrator rejects the claim, it will advise the Class Member in writing of the reason for the rejection (e.g., missing information or ineligibility) ("**Deficiency Notice**"). Such communications from the Claims Administrator to Class Members may be made by regular mail to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members will apprise the Claims Administrator of their current mailing address.

If the Claim is rejected due to missing information, the Claims Administrator will give the Class Member thirty (30) days to resubmit the claim, as long as the original Claims Package was submitted before the expiration of the Claims Period. Although it is the Class Member's responsibility and obligation to obtain and submit the required information in support of a claim, Honda will, at the request of the Class Member, provide the Class Member with requested information necessary to submit a claim if such information is within Honda's possession and can readily be obtained from Honda's records. It remains the Class Member's responsibility and obligation to submit a complete Claims Package. The fact that the requested information a Class Member requires to submit a claim cannot be readily obtained from Honda's records does not relieve the Class Member of the obligation to provide the required information or documentation. Honda does not necessarily have information on customer paid repairs performed at Honda and Acura dealerships.

The protocol to challenge a decision of the Claims Administrator in respect of a Reimbursement for Repair Claim is set out in Section 13 of this Agreement.

- c) **Lease Extension Benefits:** Honda will automatically increase by five percent (5%) the lease mileage allowances for all Class Vehicles currently leased from Honda Canada Finance Inc. For example, if a Class Member has a three year lease for a Class Vehicle that permits up to 60,000 km of driving without any charge for excess mileage, the allowed mileage will be increased to 63,000 km.

Extensions of lease mileage allowances are transferable when a lease is assigned (in the same manner that the underlying warranty is transferable).

Class Members need not take any steps to receive the Lease Extension Benefits.

- d) **Reimbursement for Excess Mileage Lease Charges:** Honda will establish a claims process by which Class Members who leased Class Vehicles can obtain reimbursement

for excess mileage charges they paid with respect to "excess" kilometres of up to 5% over the mileage allowed under the terms of their leases.

For example, suppose a Class Member had a three-year lease that permitted mileage of up to 60,000 km during the lease period, with a 15 cent per km charge for any mileage exceeding that limit. The Class Member drove 64,000 km during the three-year period (as recorded by the odometer) and was charged and paid \$600 for the 4,000 additional or excess kilometres (4,000 km x \$0.15). Honda would reimburse this person \$450 (the first 3,000 km, being 5% of the permitted mileage under the lease, x \$0.15).

If excess mileage charges were waived in total or in part, the Class Member will not be eligible for a payment for that portion waived or unpaid. In the event a part of the excess mileage charge was waived or unpaid for any reason, the Class Member will only be eligible for reimbursement for the portion that was not waived and was actually paid by the Class Member, never to exceed 5% of the total permitted mileage under the lease, and with the amount that was waived to be applied first to any amount that might otherwise be payable as a settlement benefit under this subsection. For example, taking the example set out above, if Honda waived \$150 of the Class Member's \$600 excess mileage charge, meaning the Class Member paid only \$450, Honda would reimburse this person \$300 (\$450 less the \$150 already waived). If Honda waived \$450, the Class Member would not be entitled to any reimbursement.

Regarding Class Members who leased their automobiles from Honda Canada Finance Inc., Honda will make good faith attempts to identify all such Class Members who paid an excess mileage charge, calculate the amount (if any) of such charges to be reimbursed pursuant to the Settlement, and send that amount to the Class Member within sixty (60) days after the Effective Date of the Settlement without requiring such Class Members to submit a claim. Within ninety (90) days of the Effective Date of the

Settlement, Honda will advise Class Counsel of the number of Class Members receiving such automatic refunds and the total amount that has been or will be refunded.

The Notice of CPSAH will inform Class Members that those believing themselves entitled to a refund but who have not received a cheque from Honda or one of its affiliates within ninety (90) days after the Effective Date of the Settlement should submit a Claims Package so the Claims Administrator can determine whether the Class Member is entitled to reimbursement.

In order to obtain reimbursement, Class Members for whom Honda lacks sufficient information to calculate a reimbursement, including Class Members who leased their Class Vehicle from a company other than Honda Canada Finance Inc., must submit a Claims Package in the form attached hereto as **Exhibit "B"** that provides acceptable proof that the person submitting the claim is a Class Member and that the vehicle is a Class Vehicle, including acceptable proof of the vehicle identification number. In addition, the Class Member must submit acceptable proof of (i) the fact the vehicle was leased, (ii) the mileage allowed by the lease, (iii) the mileage driven during the lease period, (iv) the per-mile excess mileage charge under the lease, (v) any waivers or credits of excess mileage charges given by the lessor, (vi) the amount of the actual excess mileage charge paid by the Class Member, and (vii) payment of that amount by or on behalf of the Class Member. For 2000 MY Vehicles, the Class Member must also submit proof of the date of the Class Member's lease of the Class Vehicle.

Such Claims Packages must be received by the Claims Administrator within the Claims Period. Claims submitted following the expiration of the Claims Period will be rejected, with no permissible appeal or challenge. Honda will not be required to pay any claims received after this date.

The Claims Administrator may reject any claim in respect of which the submitted Claims Package is incomplete. If the Claims Administrator rejects the claim, it will advise the Class Member in writing of the reason for the rejection (e.g., missing information or ineligibility) ("**Deficiency Notice**"). Such communications from the Claims Administrator to Class Members may be made by regular mail to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members will apprise the Claims Administrator of their current mailing address.

If the Claim is rejected due to missing information, the Claims Administrator will give the Class Member thirty (30) days to resubmit the claim, as long as the original Claims Package was submitted before the expiration of the Claims Period. Although it is the Class Member's responsibility and obligation to obtain and submit the required information in support of a claim, Honda will, at the request of the Class Member, provide the Class Member with requested information necessary to submit a claim if such information is within Honda's possession and can readily be obtained from Honda's records. It remains the Class Member's responsibility and obligation to submit a complete Claims Package. The fact that the requested information a Class Member requires to submit a claim cannot be readily obtained from Honda's records does not relieve the Class Member of the obligation to provide the required information or documentation.

The protocol to challenge a decision of the Claims Administrator in respect of a Reimbursement for Excess Mileage Lease Charge Claim is set out in Section 13 of this Agreement.

CLAIMS ADMINISTRATION

11. Honda will administer the program described above and will bear all costs and expenses related to the administration of this Settlement, including any fees and expenses payable

to Crawford Class Action Services in connection with their handling of appeals as contemplated by section 13 herein.

12. During the period beginning with the first mailing date of the Notice of CPSAH and ending 30 days after the expiration of the Claims Period,
 - (a) the Claims Administrator will receive and appropriately respond to communications and questions from Class Members (including regarding opting out and submitting claims) prompted by receipt of the Notice of CPSAH and otherwise.
 - (b) the Claims Administrator will maintain a toll-free telephone number that Class Members may call to request information about the Settlement or obtain opt out or claim forms.
 - (c) the Claims Administrator will offer services in both French and English.
 - (d) Honda will maintain a website containing information about the Settlement, and make available there opt out and claim forms that can be downloaded and submitted by mail.
 - (e) Honda will communicate and maintain an address to which Class Members can submit materials to the Claims Administrator by mail.
 - (f) Class Counsel will review, and collectively be entitled to obtain from Honda upon giving Honda written notice of five (5) Business Days of same, copies of written communications between Relevant Class Members and The Honda Claims Centre relating to this Settlement and samples of taped telephone communications between The Honda Claims Centre employees and Relevant Class Members relating to this Settlement for up to five (5) random dates.

- (g) Within ten (10) Business Days of the dates that are, respectively, ninety (90) and one hundred and eighty (180) days after the start of the Claims Period, Honda will provide Relevant Class Counsel with, in respect of Relevant Class Members, reports on the number of Claims Packages received, the number of Deficiency Notices delivered, the number of claims processed, the total amount distributed in response thereto, the number of claims denied and the number of appeals pending or determined as of points in time that are, respectively, ninety (90) and one hundred and eighty (180) days after the start of the Claims Period.
- (h) The Parties reserve their rights to seek a court order, if necessary, to ensure appropriate implementation of the Settlement.

APPEALS (CHALLENGES)

13. Following the receipt of a decision by the Claims Administrator denying a claim in whole or in part, a Class Member will have the right to challenge the decision of the Claims Administrator. In order to effect this challenge, the Class Member must deliver a notice of appeal to the Claims Administrator within thirty (30) days of the date of the decision of the Claims Administrator as disclosed in the Deficiency Notice. Failure to deliver a notice of appeal within said thirty (30) days will be deemed acceptance of the decision. Following receipt of a notice of appeal, the Claims Administrator will within five (5) Business Days of receipt of same forward a copy of the notice of appeal to the Relevant Class Counsel, Defence Counsel and Crawford Class Action Services ("**Crawford**").

Crawford will consider all appeals by Class Members of decisions made by the Claims Administrator. The appeal process will be conducted exclusively in writing, supported only by the documentation already provided by the Class Member to the Claims Administrator. The standard of review to be applied to any appeal is whether the

decision of the Claims Administrator was correct. Within sixty days of receipt of the notice of appeal, Crawford will issue its decision and provide a copy to Honda, the Relevant Class Counsel and the Class Member who appealed.

Class Members will have the right to appeal the decision of Crawford to the case management judge or clerk in the Relevant Court and any decision of the case management judge or clerk respecting any appeal is final and binding and cannot be the subject of any further appeal. In the event of an unsuccessful appeal, the Class Member will bear his or her own costs relating to the appeal.

OPT OUT PROVISIONS

14. Members of the Ontario National Class and the British Columbia Class may exclude themselves from the Proceedings by delivering an Opt Out form to the Claims Administrator by regular mail or courier. The Opt Out form must be received by the Claims Administrator before the expiration of the Opt Out Period.
15. Members of the Quebec Class may exclude themselves from the Quebec Proceedings by exercising their right to opt out pursuant to paragraphs 1007 and 1008 of the *Code of Civil Procedure* by giving notice to the clerk of the Superior Court of Québec, District of Québec City by registered or certified mail. The Opt Out form must be received by the Clerk of the Superior Court of Quebec before the expiration of the Opt Out Period.
16. A Class Member who is a member of one or more of the Quebec Class, the British Columbia Class and/or the Ontario National Class will, by opting out of one class, be deemed to have opted out of all classes.

PAYMENT OBLIGATIONS

17. Defendant will have no obligation to make any payment, or incur any financial obligation, in excess of the Settlement benefits provided in this Agreement except for: (i) the costs of delivering the Notice of CPSAH to the Class as provided herein; (ii) the costs of claims administration; and (iii) the payment of legal fees, disbursements and taxes thereon to Class Counsel as contemplated by section 24 of this Agreement and approved by the Courts.

CLASS MEMBERS BOUND BY AGREEMENT

18. Each Class Member will be bound by the Approval Orders and the Release contained in this Agreement as of the Effective Date of the Settlement whether or not the Class Member submits a timely claim or receives any benefit or award under the Settlement.

RELEASES

19. As of the Effective Date of the Settlement, each Class Member will be deemed by this Agreement to have, and by operation of the Approval Orders will have, individually, completely and unconditionally released, forever discharged and acquitted the Released Parties from any and all of the Released Claims. As of the Effective Date of the Settlement, Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, arbitration, investigation or other proceeding in any court of law or equity, tribunal, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, in which any Released Claim is asserted against any of the Released Parties. As of the Effective Date of the Settlement, the Released Parties will be deemed by this Agreement to have, and by operation of the Approval Orders will

have, been individually, completely and unconditionally released, forever discharged and acquitted from any and all claims relating to issues of odometer measurement associated with the Class Vehicles. This Release excludes payment disputes, personal injury claims, or claims relating to repair or replacement of parts or units under any existing written warranty or service contract a Class Member may have.

All Released Parties are deemed to be third party beneficiaries of this Agreement.

UNKNOWN CLAIMS OR LOSSES

20. By not opting out, each Class Member acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Class Member explicitly takes that possibility into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein have been bargained for as between the Class Member and Honda with knowledge of the possibility of such unknown claims and were given in exchange for a full and final settlement, satisfaction, and discharge of all such claims against the Released Parties.

WAIVER OF LIMITATION DEFENCE

21. Except as provided herein, no Class Member will be considered ineligible to receive a benefit or award pursuant to this Settlement Agreement on the basis of any statute of limitation or repose, prescription period or any other limitation or prescription defence.
22. Nothing in this Settlement Agreement will constitute or be deemed to constitute a waiver by the Defendant of defences based on statutes of limitation or repose, prescription periods or any other limitation or prescription defence with respect to any Class Member who opts out.

RETENTION OF JURISDICTION

23. The Courts will retain continuing and exclusive jurisdiction over the Proceedings, the Agreement, the Parties, their lawyers, the award of legal fees, and the Class to interpret and enforce the terms and conditions of this Agreement and the Parties' obligations thereunder.

LEGAL FEES

24. Within 30 days of the later of (i) the Effective Date of the Settlement and (ii) the Courts' approval of the final legal fees in the Proceedings becoming a Final Order, the Defendant will pay Class Counsel their legal fees and costs (including attorneys' fees, disbursements, and applicable taxes) as approved by the Courts, provided, however, that the total combined amount of legal fees and costs payable by Honda in all three Proceedings pursuant to this Agreement shall not, in any circumstance, exceed \$650,000.00. Such payment will compensate Class Counsel for their role in the litigation, including investigation of the allegations, drafting the statements of claim, negotiating the Settlement, preparing for the Certification Hearings and Approval Hearings and dealing with any Class members who object to the Settlement. Class Counsel's legal fees and costs will not be payable from or reduce in any way the benefits available to Class Members pursuant to the Settlement.

EXCLUSIVE REMEDY/EFFECT ON CLAIMS

25. This Settlement Agreement will be the exclusive remedy for all Class Members who do not opt out.

NO ADMISSION; NO USE

26. This Agreement, whether or not consummated, and any proceedings taken pursuant to this Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder will be construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, acknowledgement, concession or an admission of any kind by any Party of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any Party, or of the jurisdiction of the Courts over the Defendant, or the suitability for certification of the Proceedings as class proceedings. Honda expressly denies any wrongdoing of any kind and denies all liability to the Class in respect of the claims asserted in the Proceedings or any similar litigation. Notwithstanding the foregoing, this Agreement will be admissible to enforce the terms of, and the rights and obligations that arise under, this Agreement after it has been executed by the Parties or their representatives.

GOVERNING LAW

27. For the purpose of the settlement of the Quebec Proceeding, the British Columbia Proceeding and the Ontario Proceeding, this Settlement Agreement will be governed by the laws of Quebec, British Columbia and Ontario, respectively.

ADMINISTRATION ON A NATIONAL BASIS

28. The Parties agree that the claims administration process contemplated by this Agreement should be efficient, rapid and cost effective and have therefore agreed that these claims will be administered on a national basis through a single Claims Administrator and a single claims administration process. With the exception of the appeal process contemplated by Section 13, it is the intention of the Parties that the Ontario Court, with the concurrence of the Quebec and British Columbia Courts, will adjudicate any matters arising from the implementation of the Settlement Agreement, including, but not limited to, the supervision of the Claims Administrator.

TRANSACTION

29. This agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Quebec*, and the Parties hereby waive any right to rely upon any errors of fact, law and/or of calculation.

RECITALS

30. The Parties represent and warrant that the preamble and recitals above are accurate and agree that they form part of this Settlement Agreement.

LIABILITY OF PARTIES AND ADMINISTRATOR

31. No proceeding in respect of the implementation or administration of this Agreement will be commenced against the Claims Administrator, the Parties or any other entity or person appointed by the Parties or the Court to assist in the negotiation, administration or implementation of this Agreement without leave of the Court.

32. ENTIRE AGREEMENT

33. This Settlement Agreement, including its Exhibits, constitutes the entire agreement by and among the Parties with regard to the subject of this Settlement and, upon execution, will supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

REPRESENTATIONS, WARRANTIES AND COVENANTS

34. The Plaintiffs warrant that they have not transferred, conveyed or assigned any claims in these Proceedings, or within the scope of the Release, to any third party.
35. Class Counsel represent that they are unaware of any other pending Canadian litigation involving the subject of this Settlement.
36. Honda represents and warrants that: (i) it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) the execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action; and (iii) this Agreement has been duly and validly executed and delivered by Honda and constitutes its legal, valid, and binding obligation.

MODIFICATION AND AMENDMENT

37. This Agreement may not be modified or amended except in writing signed by all Parties and approved by the Courts. The waiver by any Party of any breach of this Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. The Parties, Class Members and Class Counsel contemplate that the Exhibits to this Agreement may be modified by

subsequent agreement of Honda and Class Counsel prior to the dissemination of the Notice of Certification and Approval Hearing Notice to the Class and subject to approval of the Courts.

COUNTERPARTS

38. This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures by facsimile will be as effective as original signatures.

BINDING EFFECT

39. This Agreement will be binding upon and inure to the benefit of the Parties, and their respective heirs, predecessors, successors and assigns.

HEADINGS; NO EFFECT

40. The headings of this Agreement are included for convenience only and will not be deemed to constitute part of this Agreement or to affect its construction.

NO CONFLICT INTENDED

41. Any inconsistency between this Agreement and the attached Exhibits will be resolved in favour of this Agreement.

NO PARTY IS THE DRAFTER

42. None of the Parties will be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or

construction that would or might cause any provision to be construed against the drafter hereof.

PARTY NOTIFICATION

43. Any notification, request, instruction or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) will be in writing,

- (a) If to the Defendant, to McMillan LLP, Attention: Teresa Dufort, Brookfield Place, Suite 4400, Bay Wellington Tower 181 Bay Street, Toronto, Ontario, M5J 2T3.
- (b) If to the Plaintiffs or Class Members, to the attention of Class Counsel: Siskinds LLP, Attention: Michael Peerless, 680 Waterloo Street, London, Ontario, N6A 3V8; to Siskinds, Desmeules, Attention: Simon Hebert, 43 Rue Buade, Bur 320, Quebec City, Quebec, G1R 4A2; and to Poyner Baxter LLP, Attention: Patrick Poyner, Lonsdale Quay Plaza, #408 – 145 Chadwick Court, North Vancouver, British Columbia, V7M 3K1, or to other recipients as the Courts may order.

SEVERABILITY

44. If any provision of this Settlement Agreement is held to be void or invalid, the same will not affect any other provision and the remainder will be effective as though such provision had not been contained herein.

DATES

45. Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties or their representatives and with the approval of the Courts.

RELATED CASES

46. Unless otherwise agreed, within ten (10) Business Days after the Effective Date of the Settlement, Class Counsel will dismiss, with prejudice, the Proceedings and provide proof of same to the Defendant.

ENGLISH LANGUAGE CLAUSE

47. The Parties have agreed that this Agreement be drafted in the English language. Les Parties ont convenu que cette Entente soit rédigée en anglais.

FRENCH TRANSLATION

48. A French translation of this Settlement Agreement and all Exhibits attached hereto will be prepared by the Defendant and its counsel. In the event of any dispute as to the meaning or interpretation, the English version will prevail.



Geoffrey Butler

Per: Michael J. Peerless
Siskinds LLP
Solicitors for the Plaintiff Geoffrey Butler

Joanna Tremblay

Per: Patrick Poyner
Poyner Baxter LLP
Solicitors for the Plaintiff Joanna Tremblay

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Geoffrey Butler

Per: Michael J. Peerless
Siskinds LLP
Solicitors for the Plaintiff Geoffrey Butler



Joanna Tremblay

Per: Patrick Poyner
Poyner Baxter LLP
Solicitors for the Plaintiff Joanna Tremblay


Gilles Monnier

Per: Simon Hébert
Siskinds, Desmaules
Solicitors for the Plaintiff Gilles Monnier

Honda Canada Inc.

Per: Teresa Dufort
McMillan LLP
Solicitors for the Defendant Honda Canada Inc.

Gilles Morinier

Per: Simon Hébert
Stéphane Desmeules
Solicitors for the Plaintiff Gilles Morinier

Honda Canada Inc.

Honda Canada Inc.

per *Sandra Dufort*

Per: Teresa Dufort
McMillan LLP
Solicitors for the Defendant Honda Canada Inc.

EXHIBIT “A”

NOTICE OF CERTIFICATION AND PENDING SETTLEMENT APPROVAL HEARING

HONDA CANADA ODOMETER CLASS ACTION
NOTICE OF CERTIFICATION AND PENDING SETTLEMENT APPROVAL
HEARING

This Notice relates to the following class actions relating to certain Honda automobile odometers (the "Actions"):

- *Geoffrey Butler v. Honda Canada Inc.*, No. 52333CP, in the Ontario Superior Court of Justice
- *Gilles Monnier v. Honda Canada Inc.*, No. 200-06-000079-064, in the Superior Court of Quebec
- *Joanna Tremblay v. Honda Canada Inc.*, Court File No.S-067373, in the Supreme Court of British Columbia

IF, WHILE A RESIDENT OF CANADA, YOU PURCHASED OR LEASED IN CANADA:

- (1) A 2001-2006 MODEL YEAR ("M/Y") HONDA AND/OR ACURA AUTOMOBILE;
 - (2) A 2007 M/Y HONDA FIT AUTOMOBILE; OR
 - (3) A 2000 M/Y HONDA OR ACURA AUTOMOBILE ON OR AFTER NOVEMBER 14, 2000,
- (the "Class Vehicles")

YOUR RIGHTS MAY BE AFFECTED BY THE ACTIONS AND YOU MAY BE ENTITLED TO BENEFITS FROM A PROPOSED SETTLEMENT OF THE ACTIONS.

This is a Court authorized Notice, not a solicitation from a lawyer.

This proposed Settlement resolves claims alleging that odometers in the Class Vehicles overstate mileage. The Settlement is contingent upon certification ("authorization" in Quebec) of the Actions and court approval of the proposed Settlement. Your legal rights are affected whether you act or do not act. **Read this notice carefully.**

****Capitalized terms have the same meaning given them in the Agreement setting out the terms of the proposed Settlement (the "Settlement Agreement").**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN DO NOTHING	<p>If you have an unexpired Honda warranty or service contract on a Class Vehicle, any mileage based coverage period in the warranty or contract will be automatically extended by 5%.</p> <p>If you are currently leasing a Class Vehicle from Honda Canada Finance, Inc. ("HCFI"), the allowable mileage under your lease will be automatically extended by 5%.</p> <p>If you have paid charges for excess mileage under an HCFI lease of a Class Vehicle, you will be automatically reimbursed for charges paid for "excess" kilometres up to 5% over the allowed mileage.</p>
YOU CAN SUBMIT A CLAIM	<p>If you paid for a repair after your odometer reading was higher than the maximum mileage permitted by the warranty but lower than the permitted mileage plus 5% AND the repair would have otherwise been covered by the warranty, you can seek reimbursement of what you paid for the repair by submitting a claim within the Claims Period.</p>

Statement of Counsel's Fees and Costs Sought

As is more fully described in Questions 11 and 12 below, plaintiffs' counsel will ask the court to award them counsel fees and reimbursement of expenses incurred in connection with the Actions in the amount of \$650,000.00 inclusive of all goods and services and other taxes.

Further Information

Further information, including access to the Settlement Agreement, may be obtained by any of the following means:

(i) going to the following web-sites: www.canada-odo-action.ca

(ii) calling The Honda Claims Centre at 1-866-936-2286

(iii) contacting any of the following Class Counsel:

For the Ontario National Action: Mr. Michael J. Peerless, Siskinds LLP, 680 Waterloo Street, London, ON N6A 3V8; 1-800-461-6166 ext 7866.

For the Quebec Action: Mr. Simon Hébert, Siskinds, Desmeules, 43 Rue Buade, Bur 320, Quebec City, QC G1R 4A2; 418-694-2009

For the British Columbia Action: Mr. Patrick Poyner, Poyner Baxter LLP, 408-145 Chadwick Crt, North Vancouver, BC V7M 3K1; 604-988-6321

	If, under a lease for a Class Vehicle with a lease company other than HCFI, you paid a charge for excess mileage falling between the maximum allowed mileage under your lease and that amount plus 5%, you can seek reimbursement for what you paid by submitting a claim within the Claims Period.
YOU CAN EXCLUDE YOURSELF FROM THE SETTLEMENT (Opt Out)	This is the only option that allows you to be a part of any other lawsuit against Honda Canada Inc. and the other Released Parties about the Released Claims.(See Questions 8, 9 and 10.)
YOU CAN OBJECT TO THE SETTLEMENT	You can write to the Court(s) and object to the Settlement and/or to Class Counsel's proposed Fees. (See Questions 13 and 14)
YOU CAN GO TO THE COURT APPROVAL HEARINGS	You can go to the approval hearings that will be held by the Court(s) and ask to be heard on anything relating to the Settlement, or Class Counsel's proposed Fees. (See Questions 13, 15 and 17.)

These rights and options – and the deadlines to exercise them - are explained in this notice.

The Courts still have to decide whether to approve the Settlement. The point at which Honda will extend the automatic benefits and begin processing submitted claims will not begin until the Courts have approved the Settlement and any appeals are resolved. The court approval process may take a number of months. Once the court approval process is completed, there will be a six month period in which you can submit a claim (the "Claims Period"). In order to find out whether the Courts have approved the Settlement, and, therefore what the beginning and ending dates are for the Claims Period, please check the following web-site periodically: www.canada-odo-action.ca. Counsel's best estimate is that the court approval process is likely to be completed in April of 2009. However, this could easily change and be sooner or later depending on court timetables.

SUMMARY OF NOTICE

Statement of Plaintiff Recovery

Pursuant to the Settlement, Honda will automatically extend by 5% (i) the permissible mileage under any current HCFI lease of a Class Vehicle and (ii) the mileage based coverage period of any unexpired Honda warranty, extended warranty or service contract on a Class Vehicle. Honda will also automatically reimburse Class Members for charges paid for excess mileage up to 5% over the allowed mileage under an HCFI lease of a Class Vehicle. Class Members who paid for an Otherwise Warranted Repair of a Class Vehicle which arose when the mileage amount on the vehicle fell between the maximum mileage permitted by the warranty and that amount plus 5%, can seek reimbursement of the amount paid. Class Members who paid a lessor other than HCFI charges for mileage in "excess" of what was permitted under their lease falling between the maximum allowed mileage and that amount plus 5% can seek reimbursement of the amount paid.

Reasons for Settlement and Statement of Potential Outcome of Case

The parties strongly disagree on both liability and damages and do not agree on the average amount of damages, if any, that would be recoverable if plaintiffs were to have prevailed on each claim alleged.

Based on an analysis of the facts and law applicable to claims of Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Agreement of resolving the claims of Class Members, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members.

NOTICE

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased or leased a Class Vehicle. If so, you are a Class Member for purposes of the proposed Settlement of the Actions as described above, and as certified by the Courts.

Notice is being sent to Class Members so they understand (i) their options in advance of any decisions by the Courts to approve the Settlement of the Actions and (ii) how a class action suit may generally affect their rights. If and when the Courts approve the Settlement, and any objections and appeals are resolved, Honda will extend some of the settlement benefits automatically to the Class while others will be extended in response to claims submitted to a Claims Administrator appointed under the terms of the Settlement to resolve the claims.

2. What are these lawsuits about?

The plaintiffs in the Actions allege that the odometers in Class Vehicles overstate mileage by up to 4%. This alleged overstatement is claimed to diminish warranty coverage and reduce the permitted mileage available under vehicle leases. Honda Canada denies any liability relating to these allegations.

WHO IS IN THE SETTLEMENT

3. Who is included in the Settlement?

All Class Members are included. "Class Members" comprise all persons who, while resident in Canada, purchased or leased a Class Vehicle. Class Vehicle means:

- (a) all 2001-2006 M/Y Honda and/or Acura automobiles purchased or leased in Canada;
- (b) all 2007 M/Y Honda Fit automobiles purchased or leased in Canada;
- (c) all 2000 M/Y Honda or Acura automobiles purchased or leased in Canada on or after November 14, 2000.

Specifically excluded as Class Members are those persons who decide to exclude themselves from the Settlement by filing an Opt Out form within the Opt Out Period and Honda officers and directors.

THE SETTLEMENT BENEFITS

4. What benefits does the Settlement provide?

Under the terms of the Settlement, Honda will automatically extend by 5% (i) the permissible mileage under any current HCFI lease of a Class Vehicle and (ii) the mileage based coverage period of any unexpired Honda original warranty, extended warranty or service contract on a Class Vehicle. In addition, Honda will automatically reimburse Class Members for charges paid for excess mileage up to 5% over the allowed mileage under an HCFI lease of a Class Vehicle. Class Members who paid for an Otherwise Warranted Repair of a Class Vehicle that would have been covered had the permitted mileage for warranty purposes been 5% higher can obtain reimbursement of the amount paid upon appropriate proof of their claim. Class Members who paid charges to a lessor other than HCFI for mileage in "excess" of what was permitted under their lease but falling between the maximum allowed mileage and that amount plus 5% can also, upon appropriate proof of their claim, obtain reimbursement of the amount paid. For

additional information relating to the benefits and how they might apply to you, call 1-866-936-2286 or go to www.canada-odo-action.ca.

HOW TO RECEIVE SETTLEMENT BENEFITS

5. When will benefits be available under the Settlement?

The Settlement benefits will be made available by Honda beginning on the Effective Date of the Settlement. That Date will be reached when the Courts have issued their orders approving the Settlement and all appeals, if any, have been resolved. That process may take a number of months. Counsel's best estimate is that this process is likely to be completed in April of 2009. However, this could easily change and be sooner or later, depending on court timetables. In order to learn whether and when the court approval process is completed, and, therefore what the beginning and ending dates are for the Claims Period, please check the following web-site periodically: www.canada-odo-action.ca.

Once the Effective Date of the Settlement is reached, the "automatic" benefits (the ones that do not require submitting a claim) will be automatically extended by Honda. At the same time, the Claims Administrator will begin processing the non-"automatic" reimbursement claims that require some proof from the claimant. Reimbursement claims can be submitted anytime during the six month Claims Period that will begin running seven days after the Effective Date of the Settlement. Claims made before that date will not be processed until the Claims Period begins. Reimbursement will be made if, as and when claims are proven and processed. It may take some time for claims to be processed by the Claims Administrator. Please be patient.

6. How do I make a claim for reimbursement for repairs and/or excess mileage?

You must submit a Claims Package and it must be received by the Claims Administrator before the expiry of the six month Claims Period to be eligible for consideration. Claims forms are enclosed. They are also available on the Internet at www.canada-odo-action.ca. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it first class to the following address: The Honda Claims Centre, P.O. Box 500, Station D, Scarborough, ON, M1R 0A8. Although it is your responsibility and obligation to obtain and submit the required information in support of a claim, Honda will, at your request, provide you with requested information necessary to submit a claim if such information is within Honda's possession and can readily be obtained from Honda's records.

7. What am I giving up by accepting a payment or not opting out of the settlement?

If the Settlement is approved by the Courts, individual Class Members will be bound by the terms of the Settlement Agreement unless they opt out. If you do not opt out, you will not be able to bring or maintain any claim or proceeding against Honda in relation to the Released Claims (as defined below). If you do opt out, you will be able to do so but you will not be entitled to receive any of the Settlement benefits.

REQUESTING EXCLUSION ("OPTING OUT") FROM THE SETTLEMENT

8. How do I opt out of the proposed Settlement?

To opt out of the Settlement, you must submit the Opt Out Form that is enclosed with this notice. For residents outside Quebec, the Opt Out Form must be received by no later than *[insert date]* by the Claims Administrator at the above address (see #6 above). Please label the outside of the envelope "Opt Out". For residents of Quebec, the Opt Out Form must be received by registered or certified mail no later than *[insert date]* by the Clerk of the Superior Court of Quebec at the following address: Clerk, Superior Court, Palais de Justice, 300 Boul. Jean-Lesage, Quebec (Quebec) G1K 8K6.

9. If I do not opt out, can I sue Honda and the other Released Parties for the same thing later?

No. Unless you exclude yourself from the settlement by delivering the Opt Out Form by the *[insert date]* deadline, you give up your rights to sue Honda and other Released Parties for any and all Released Claims (as defined in the Settlement Agreement and summarized below). If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from the class to continue your own lawsuit.

“Released Claims” means any and all claims, liabilities, damages, losses, costs or actions, whether class, individual or otherwise in nature, whether personal or subrogated, known or unknown, latent or patent, suspected or unsuspected, in law, under statute or in equity, including but not limited to interest, costs, expenses, administration expenses and Class Counsel Fees, that Class Members, Class Counsel or the Plaintiffs, or any of them, whether directly or indirectly, ever had, now have, or may in the future have against the Released Parties arising from or relating in any way to the alleged overstatement of mileage in Class Vehicle odometers.

“Released Parties” means Honda Canada Inc., its parent companies, subsidiaries, affiliates and divisions, including Honda Canada Finance, Inc., Honda R & D Co., Ltd., Honda Motor Co., Ltd., and American Honda Motor Co., Inc. together with their current and former officers, directors, partners, employees, representatives, consultants, agents, underwriters, insurers, co-insurers, re-insurers, licensees, and joint ventures; any and all suppliers of materials, components, and services used in the manufacture, testing and design of the Class Vehicles, along with each entity’s predecessors, successors, parents, subsidiaries, affiliates, or divisions and each of their current and former shareholders, officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers; and all authorized dealers of the Class Vehicles and their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and their respective current and former officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers.

10. If I opt out, can I get reimbursement under the proposed Settlement?

No. If you opt out, do not submit a Claims Package for reimbursement. But you may exercise your right to sue, continue to sue, or to be part of a different lawsuit against Honda or any other Released Party.

THE LAWYERS REPRESENTING YOU

11. Class Counsel

Individual Class Members may, but are not required to, hire their own lawyers at their own expense. The following law firms represent Class Members as a group (Class Counsel):

For the Ontario National Action: Siskinds LLP, 680 Waterloo Street, London, Ontario, N6A 3V8;

For the Quebec Action: Siskinds, Desmeules, 43 Rue Buade, Bur 320, Quebec City, Quebec, G1R 4A2;

For the British Columbia Action: Poyner Baxter LLP, Lonsdale Quay Plaza, #408 – 145 Chadwick Court, North Vancouver, British Columbia, V7M 3K1.

The B.C. Action includes all Class Members who are residents of B.C. The Quebec Action includes all Class Members who are residents of Quebec. The Ontario National Action includes all Class Members who are residents of Ontario and every other province EXCEPT B.C. and Quebec.

You will not be charged for the services of Class Counsel. The Courts will determine the amount of lawyers’ fees and expenses to which Class Counsel are entitled and they will be paid by Honda.

12. How will Class Counsel be paid?

Class Counsel were retained on a contingency basis such that they were only to be paid if they were successful in the litigation. Class Counsel were responsible for funding all the disbursements incurred in pursuing this litigation. At the time of the hearings by the Courts to approve the Settlement, Class Counsel will apply to their respective Courts for an order awarding them fees and reimbursement of expenses incurred in the Actions. Once the Courts determine the amount of fees and expenses to which Class Counsel are entitled, they will be paid by Honda. No such fees and expenses will be payable by any Class Member.

OBJECTING TO THE SETTLEMENT OR COUNSEL'S FEES

13. How do I tell the Courts that I do not like the Settlement, and/or the amount sought by Class Counsel for fees and disbursements?

Class Members who wish to make submissions to the Court in support of or opposition to (i) the Settlement or (ii) the fees and expenses sought by Class Counsel should provide notice to the appropriate Court by sending a written submission to the Claims Administrator at the address set out at #6 above, on or before *[insert date]*. Please label the outside of the envelope "Submissions".

In the submission please include the Class Member's name, address and telephone number; a brief statement of the reasons the Class Member is supporting or opposing the Settlement; and whether the Class Member plans to attend the Settlement approval hearing.

At the approval hearing, the Representative Plaintiffs and Class Counsel in each jurisdiction will recommend that the Courts approve the proposed Settlement. You do not need to attend the hearing to have your objection considered by the Courts but may choose to attend at your own expense.

Class Members who do not file written submissions as set out above may be deemed to have waived any objections or rights to object to any aspect of the Settlement or Class Counsel's fees and expenses. If you do not deliver written submissions by *[insert date]*, you may not be entitled to participate in the hearing and may have no standing to later file an appeal should the Settlement be approved.

14. What is the difference between objecting and opting out?

Objecting is simply telling the court that you do not like something about the proposed Settlement and/or the amount of fees and expenses sought by Class Counsel. The Courts will listen to your views but may still approve the Settlement and/or the fees and expenses sought. Only Class Members can object and they will be bound by the Courts' decisions. If you opt out on the other hand, you will be excluded from the settlement entirely and neither entitled to object nor bound by the Courts' decisions.

THE SETTLEMENT FAIRNESS HEARINGS

15. When and where will the Courts decide whether to approve the proposed Settlement?

The court hearings to approve the Settlement will be held as follows:

- in the Ontario National Action: at 10:00 a.m. on the ____th day of _____, 200*, at the Superior Court of Justice, 80 Dundas Street, London, Ontario.
- in the Quebec Action: at _____ on the ____th day of _____, 200* at the Superior Court of Quebec, District of Quebec, 300 Boul. Jean-Lesage, Quebec (Quebec).

- in the British Columbia Action: at 10:00 a.m. on the ____th day of _____, 200*, at the Supreme Court of British Columbia, [insert address].

At these hearings, the Courts will consider whether the Settlement is fair and reasonable, in the interests of the class and satisfies the legal requirements of each jurisdiction. The Courts will also consider the fees and expenses sought by Class Counsel in connection with the Actions. It will likely take the Courts some time after the hearings to make their decisions. It is not known how long the Courts will take to make their decisions.

The Courts may change the date(s) and time(s) of the Settlement approval hearings. If you want to come to a hearing, you should check with Class Counsel for the Action that covers your province of residence (see Question 11 above) in advance to be sure the date and time have not changed.

16. Do I have to come to any of the Settlement approval hearings?

No. Class counsel will answer any questions the courts may have. However, you are welcome to attend at your own expense. If you send an objection, you do not need to attend but may choose to do so at your own expense. Class Members do not need to appear at any hearing or take any other action to indicate their approval.

17. May I speak at the Settlement approval hearings?

If you object to the Settlement and/or the amount of fees and expenses sought by Class Counsel, you may ask the Court where the Action that covers your province of residence is filed (see Questions 11 and 15 above) for permission to speak at the Settlement approval hearing. You do this by including with your objection (see Question 13 above) a statement saying it is your intention to appear at the hearing. At the hearing, the Court will have the discretion to decide whether or not to hear you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing at all and you have an existing Honda lease, warranty or service contract on a Class Vehicle, (i) the permissible mileage under the lease and (ii) the mileage based coverage period for the warranty, extended warranty or service contract, will be extended by 5%. Also, if you have paid charges for excess mileage under an HCFI lease of a Class Vehicle, Honda will automatically send you a cheque reimbursing you for charges paid for "excess" kilometres up to 5% over the mileage allowed by the lease. You will not receive reimbursement for warranty repairs or non-HCFI excess mileage charges if you do nothing since those claims require the submission of a Claims Package under the terms of the Settlement. You will also be precluded from starting a lawsuit, continuing with a lawsuit, or being a part of any future lawsuit against Honda and any other Released Party about the Released Claims.

GETTING MORE INFORMATION

This Notice summarizes the terms of the Settlement. To read the complete Settlement Agreement and/or for more information, go to www.canada-odo-action.ca or contact The Honda Claims Centre at 1-866-936-2286.

You can also contact Class Counsel - see Further Information on page 2 for contact particulars.

IF THERE IS A CONFLICT AS BETWEEN THIS NOTICE AND THE SETTLEMENT AGREEMENT, THE TERMS OF THE SETTLEMENT AGREEMENT PREVAIL OVER THE CONTENTS OF THIS NOTICE.

EXHIBIT “B”
CLAIMS PACKAGE

HONDA CANADA ODOMETER CLASS ACTION SETTLEMENT

CLAIM FORM FOR REIMBURSEMENT OF "OTHERWISE WARRANTED" REPAIRS

Please fill out the following information completely and submit this form, along with the documentation described below. If the information you provide is incomplete, your claim may be rejected.

Name		
Address		City
Province	Postal Code	Telephone number
Vehicle Make (Honda or Acura)	Vehicle Model & Year	Vehicle Identification Number
Date of Vehicle Purchase or Lease		
Description of Otherwise Warranted Repair		
Date of Repair	Mileage at Time of Repair	Amount of Repair
Name and Address of Repair Shop		

I VERIFY THAT I AM THE PURCHASER OR LESSEE OF THE VEHICLE DESCRIBED ABOVE, THAT I WAS A RESIDENT OF CANADA AT THE TIME OF ITS PURCHASE OR LEASE, THAT THE VEHICLE WAS PURCHASED OR LEASED IN CANADA, AND THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED IN THIS CLAIM FORM IS TRUE AND CORRECT.

Signature: _____ Date: _____

RETURN THIS FORM ALONG WITH THE REQUIRED DOCUMENTATION (SEE BACK PAGE) TO The Honda Claims Centre, P.O. Box 500, Station D, Scarborough, ON, M1R0A8.

REQUIRED DOCUMENTS: You must include with this Claim Form the following documents: (a) a copy of the purchase or lease agreement and (b) an invoice or other documentation that demonstrates (1) the date of the repair, (2) proof of payment for the repair, (3) mileage at the time of the repair, and (4) a description of the repair sufficient to establish that it was Otherwise Warranted.

YOUR CLAIM FORM AND ALL SUPPORTING DOCUMENTS MUST BE RECEIVED BY HONDA CANADA AT THE ABOVE ADDRESS BEFORE THE EXPIRY OF THE CLAIM PERIOD (which will be 187 days after the Settlement is finally approved by the Courts). You can obtain updated information on the date of final approval of the Settlement at www.canada-odo-action.ca or by calling The Honda Claims Centre at 1-866-936-2286.

ELIGIBILITY AND ENTITLEMENT TO BENEFITS

Class Members may obtain reimbursement of amounts they paid for "Otherwise Warranted Repairs" to Class Vehicles where the repair was undertaken after the odometer reading exceeded the maximum mileage for the applicable warranty or service contract but was lower than the permitted mileage plus five percent (5%).

Class Members

Class Members are those persons or entities who, while residents of Canada, purchased or leased a Class Vehicle in Canada.

Class Vehicles

Class Vehicles include (a) all 2001-2006 model year (M/Y) Honda or Acura automobiles; (b) all 2007 M/Y Honda Fit automobiles; (c) all 2000 M/Y Honda or Acura automobiles purchased or leased on or after November 14, 2000.

Otherwise Warranted Repairs

"Otherwise Warranted Repairs" means repairs or replacements of component parts (a) that were defective in material or workmanship under normal use as defined and covered by the original warranty; and does not include routine maintenance (including, but not limited to, oil and filter changes/tire rotations etc.) or vehicle repairs necessitated by customer abuse or misuse; and (b) undertaken on Class Vehicles that were still within the time-based limits of the warranty or service contract coverage period at the time the repair was undertaken.

EXAMPLE

Jane Doe, a resident of Saskatchewan, purchased a new 2002 Honda Civic from a dealership in Saskatoon. The vehicle had a 3 year/60,000 km new vehicle warranty. Two years and ten months after the purchase, when her odometer read 62,000 km, Jane paid \$300.00 for an Otherwise Warranted Repair. With appropriate proof of her claim, the Settlement entitles Jane to reimbursement of her \$300.00.

For further information on eligibility,

(i) go to www.canada-odo-action.ca; or

(ii) call The Honda Claims Centre at 1-866-936-2286.

HONDA CANADA ODOMETER CLASS ACTION SETTLEMENT

CLAIM FORM FOR EXCESS LEASE MILEAGE CHARGES PAID TO LESSORS OTHER THAN HONDA CANADA FINANCE INC.

Please fill out the following information completely and submit this form, along with the documentation described below. If the information you provide is incomplete, your claim may be rejected. (If your lease is with Honda Canada Finance Inc., you will receive an excess mileage charge refund automatically and need not submit a claim.)

Name _____

Address _____

City _____

Province _____

Postal Code _____

Telephone Number _____

Vehicle Make (Honda or Acura) _____

Vehicle Model & Year _____

Vehicle Identification Number _____

Name of Company You Have Leased Your Vehicle With _____

Start Date of Lease _____

Term of Lease _____

End Date of Lease _____

Original Lease Mileage Allowed _____

Total Mileage at End of Lease _____

Per Kilometre Charge for Excess
Mileage _____

Total Excess Mileage Charges Paid
(excluding any waivers or credits received) _____

I VERIFY THAT I AM THE LESSEE OF THE VEHICLE DESCRIBED ABOVE, THAT THE VEHICLE WAS LEASED IN CANADA AND THAT I WAS A RESIDENT IN CANADA AT THE TIME IT WAS LEASED, AND THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED IN THIS CLAIM FORM IS TRUE AND CORRECT.

Signature: _____

Date: _____

RETURN THIS FORM ALONG WITH THE REQUIRED DOCUMENTATION (SEE BACK PAGE) TO
The Honda Claims Centre, P.O. Box 500, Station D, Scarborough, ON M1R 0A8.

DOCUMENTS REQUIRED IN SUPPORT OF CLAIM : You must include with this Claim Form the following documents: (a) a copy of the lease agreement or other the proof vehicle was leased; (b) proof of mileage driven during the leasing period; and (c) a receipt or other written documentation sufficient to (1) identify that you were assessed end-of-lease charges for excess mileage driven; (2) show the amount per kilometre charged and (3) prove payment of such excess mileage charges.

YOUR CLAIM FORM AND ALL SUPPORTING DOCUMENTS MUST BE RECEIVED BY HONDA CANADA AT THE ABOVE ADDRESS BEFORE THE EXPIRY OF THE CLAIM PERIOD (which will be 187 days after the Settlement is finally approved by the Courts). You can obtain updated information on the date of final approval of the Settlement at www.canada-odo-action.ca or by calling The Honda Claims Centre at 1-866-936-2286.

ELIGIBILITY AND ENTITLEMENT TO BENEFITS

Class Members who leased Class Vehicles may obtain reimbursement for charges they paid for kilometres driven in excess of what the lease permitted to a maximum of the permitted kilometres plus 5%. Class Members are only entitled to reimbursement for amounts actually paid in excess mileage charges.

Class Members

Class Members are those persons or entities who, while residents of Canada, purchased or leased a Class Vehicle.

Class Vehicles

Class Vehicles include (a) all 2001-2006 model year (M/Y) Honda or Acura automobiles; (b) all 2007 M/Y Honda Fit automobiles; (c) all 2000 M/Y Honda or Acura automobiles purchased or leased on or after November 14, 2000.

EXAMPLE

John Doe, a resident of Ontario, leased a 2000 M/Y Honda automobile on November 15, 2000 for a three year period from a dealership in London, Ontario. The permissible mileage under the lease was 60,000 km/yr with a fifteen cent (\$0.15) per km charge for any mileage exceeding that limit. At the end of the lease, the odometer reading was 64,000 km. John Doe was charged and paid \$600.00 for the 4,000 additional kilometres (4,000 km x \$0.15 = \$600) by the dealership. With appropriate proof of his claim, the Settlement entitles John to reimbursement of \$450.00 (60,000km x 5% = 3,000 km; 3,000km x 0.15 = \$450.00).

If the dealership waived some of the "excess" kilometre charges, the amount waived will be applied first to the amount owing under settlement. Thus, in the example, if the dealership waived \$150.00, John Doe would be permitted to claim reimbursement for \$300.00 (\$450.00 minus \$150.00).

For further information on eligibility,

(a) go to www.canada-odo-action.ca; or

(b) call The Honda Claims Centre at 1-866-936-2286.

EXHIBIT "C"

OPT OUT FORM

HONDA CANADA ODOMETER CLASS ACTION SETTLEMENT: OPT OUT FORM

If you want to Opt Out of the Settlement, you **MUST** send the bottom portion of this form to the address listed below by the Opt Out Deadline of **XXXX**.

Class actions were initiated against Honda Canada Inc. in the Ontario, Quebec and British Columbia Courts that allege that odometers in certain Honda and Acura automobiles overstate mileage by up to 4% (the "Actions"). This alleged overstatement is claimed to diminish vehicle warranty coverage and mileage allowances under vehicle lease agreements. Honda denies liability.

On October __, 2008, the parties reached an agreement to settle the Actions (the "Settlement"). To effect the Settlement, the Courts must certify the Actions, which has occurred, and approve the Settlement. Approval hearings are pending.

The Settlement applies to the following Class:

All persons and legal entities who, while resident in Canada, purchased or leased in Canada a 2001-2006 model year (M/Y) Honda or Acura automobile, or a 2007 M/Y Honda Fit automobile, or a 2000 M/Y Honda or Acura automobile purchased or leased on or after November 14, 2000.

If you belong to this Class, and if you do not take steps to "Opt Out" of this Settlement, you will be bound by its terms. This means, among other things, that you will release Honda and other entities from all past, present and future claims you may have against them arising from or relating to the alleged overstatement of mileage in Class Vehicle odometers.

In order to Opt Out of the Settlement, you must send the Opt Out Form to the entities set out below. The Opt Out Form must be received by the relevant entity before the Opt Out Deadline, which is **XXXX**:

IF RESIDENT IN QUEBEC:

Send by registered or certified mail to:
Clerk, Superior Court of Justice
300 Boul. Jean-Lesage, Quebec,
PQ G1K 8K6

IF RESIDENT OUTSIDE QUEBEC:

Send by regular mail or courier to:
The Honda Claims Centre
P.O. Box 500
Station D
Scarborough, ON
M1R0A8

Do not Opt Out if you want to participate in the Settlement.

OPT OUT FORM

I _____, wish to Opt Out of the Settlement.
(Name)

(Street Address)

(City)

(Prov/Terr)

(Postal Code)

(Daytime Phone Number)

(Evening Phone Number)

(Signature of Resident Representative)

(Date)

(Vehicle Identification Number, Vehicle Make and Model, Vehicle Model Year, Date of Lease or Purchase)

By signing and returning this form, I understand that I will neither be eligible for the benefits the Settlement provides nor bound by the terms of the Settlement.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
Settlement Approval**

Siskinds ^{LLP}
Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8

Michael J. Peerless LSUC # 34127P
Matthew D. Baer LSUC # 48227K
Tel: (519) 672-2121
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Solicitors for the Plaintiff